



TENDER

For

Empanelment of Offset Printers for Printing of NCPUL Publications

Tender No: 5-16/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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INDEX

Chapter – 1: Instructions to Bidders.	3
1.1 Notice Inviting Tenders	3
1.2 Critical Date Sheet	4
Chapter – 2: Conditions of Contract.	5
2.1 Eligibility of Tenderer	5
2.2 Tender Cost	5
2.3 Duly filled-in Tender	6
2.4 Bid Security and Performance Security	6
2.5 Scope of Work	7
2.6 Service Facility	7
2.7 Period of Contract	7
2.8 Validity of the Tender	7
Chapter – 3: Schedule of Requirements.	7
3.1 Submission of Tender	7
3.2 Instructions for Online Bid Submission	8
3.3 Rejection of Bid	10
3.4 Opening of Technical Bid	10
3.5 Opening of Commercial Bid	11
3.6 Delivery	11
3.7 Payment Terms	12
3.8 General Terms & Condition	12
3.9 Force Majeure	12
Chapter – 4: Specifications and allied Technical Details.	12
The detail for submission of Technical Bid, Annexure - A	15
Tender Submission Form, to be submitted along with Technical Bid	16
Machine and equipment available with the firm name	17
Chapter – 5: Price Schedule (to be utilized by the bidders for quoting their prices)- B	18
Chapter – 6: Contract Form.	
Format of Letter offering schedule of rates to the printers, Annexure-C	19
Format of Letter confirming acceptance of rates offered by NCPUL, Annexure-D	20
Agreement for the enlistment of Printers for Printing with paper, Annexure-F	21
Paper consumption certificate, Annexure- F	26
Chapter – 7: Other Standard Information.	
7.1 Check list of Certificates/attachments	27

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 Enlistment of offset printers for printing of books with paper.

The details are summarized in below table.

a)	Name of Work	Empanelment of offset printers for printing of NCPUL Publications
b)	Tender No.	Tender No: 5-16/Pub/2018-19
c)	Technical Bid	The detail of submission of Technical Bid is placed at Annexure—‘A’ of Chapter-4 and terms and conditions of Bid
d)	Commercial Bid	The detail of submission of Commercial Bid is placed at Annexure—‘B’ , Chapter-5
e)	Availability of Tender Document	Tender documents may be downloaded from NCPUL web site http://www.urducouncil.nic.in or CPPP website https://eprocure.gov.in/eprocure/app
f)	Cost of Tender Document	Rs. 1,000/-
g)	Security Deposit (EMD)	Tenderer has to deposit interest free EMD of Rs.1,00,000/- (Rs. One Lakhs Only).
h)	Bid submission	Bids can be submitted only online on or before 17:00 hours on 09.01.2019 at CPPP website: https://eprocure.gov.in/eprocure/app
i)	Date of opening of Technical Bid	The Technical Bid shall be opened on downloaded after 11.01.2019 at 11:30 hours.
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 09, 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 single stage two bid systems for Empanelment of offset printers for printing of NCPUL publications, manual bids submission shall not be accepted.**
2. **Tender documents may be downloaded from NCPUL web site 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

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

Chapter-2: Conditions of Contract

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 The press should be registered with the local Municipal Body/Police Commissioner, etc. (attach copy of supporting document)

2.1.4 The printer should have average annual turnover of at least 20-lakh during the last financial year (attach copy).

2.1.5 The printer should fulfil the following essential minimum criteria of machinery and man (from S. no. 1 to 13):

S. No.	Machines/equipment	Minimum Size	Number
	ESSENTIAL CRITERIA		
1	Computers (DTP System)		2
2	Scanner (Drum or Flat-bed)		1
3	Computer to Plate (CTP)		1
4	Color printer or any other proofing machine		1
5	Offset Printing machines		
	4- color (1998 or latest)	20x30 or bigger	2
	1 or 2 – color (any)	23x36 or bigger	2
6	Folding machine		1
7	Section Sewing machine		1
8	Perfect Binding machine (6 clamps)		1
9	Paper cutting machine		1
10	Thermal lamination machine		1
11	Shrink packing machine		1
12	Generator		1
13	Skilled Manpower having knowledge of Urdu Language on DTP System		
	(Optional)		
A	Image Setter		
B	3-Knife trimmer machine		
C	Gathering machine		
D	Flow Line machine with facility of gathering, stitching and 3 side trimmer		
E	Case making machine		
F	Hard case line machine		

Printers should fill-in the tender and provide the essential documents as shown above i.e. 1 in the technical bid and 2 in the financial bid. They should clearly mark either **YES** on **NO** for each item. Printers not fulfilling or not providing documents in respect of any of the above stated 13 items shall not be considered and their tender shall be rejected.

2.2 **Tender Cost:** **Rs. 1,000/-**

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 (Noninterest 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:

- 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.
- If bidder withdraw his tender before validity period.
- If bidder fails to accept the order based on his offer.

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

- If bidder fails to complete the assigned job work in compliance to the specifications, as mentioned in Annexure-B, within stipulated delivery period.
- 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 printers, shall be retained by the NCPUL until the final settlement is made on the account of the bills.
- The Performance security shall be released by the NCPUL only after successful completion of the contract period.
- 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:

NCPUL publishes tentatively quantity varying from 150-175 Publication in Urdu per year. These Publications are printed in size 26"x34"/16, 23"x36"/16, 23"x36"/8, 20"x30"/8, 16 and 20"x26"/8 with print run in between 550, 1100, 2,000 to 50,000 copies for books and Course material and 2000 to 50,000 or more for magazines generally on paper of size 20"x30"/70, 80 GSM matt/gloss art paper, 23"x36"/80 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 23"x36"/40-50 GSM Bible paper 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 printers.

2.6 Service Facility:

2.6.1 The printers are expected to complete the jobs printing of books and miscellaneous jobs with good quality within the given time schedule, strictly. The printed books etc. shall be supplied with proper packing at NCPUL offices/ godowns. Printers shall use good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness as supplied by NCPUL.

2.6.2 Certain jobs are required to be printed on priority basis working round of clock. Appropriate penalties and costs as mentioned in the agreement from (Annexure-) shall be recovered from the printers. In case of failure to meet the quality as well as deadline, the conditions stated in the agreement form shall be strictly adhered to.

2.6.3 Advance copies shall be submitted to the NCPUL for approval before binding and supply of bulk stocks at NCPUL office / godown. In case of any error or defects noticed in the finished books, the necessary rectification shall be carried out by the printers at their cost. The bulk stock received from the printers shall be verified randomly by the concerned production officer and staff of the godown. If any shortcoming is found, NCPUL will decide whether to accept the complete stock after imposing penalty or to reject the whole stock. In case of rejection the complete stock shall be reprinted by the printer at printer's own cost and the decision of NCPUL in this regard shall be final and binding on the printer.

2.6.4 Printers must have sufficient space to keep the finished products for long period, which must be fire and earthquake proof. During the storage period risk will be taken by the printer on finished products.

2.6.5 In case press supplies inferior quality of publication, a penalty to the tune of 5 to 10% of the total production cost will be imposed to the firm.

2.7 Period of Contract:

The panel of printers shall be valid for the period of One Year from the date of approval of panel by the Director, NCPUL extendable for additional one year with the mutual consent of NCPUL and the printers. The approved printing 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.

2.8 Validity of the tender:

The bid 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 enroll 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 colored (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 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:-
- Original DD / proof of RTGS, in respect of payment of security deposit.
 - Signed Annexure A in original & filled.

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 opened on 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 opening of the Bid.
- 3.4.2 Publication Production Committee (PPC) comprising nominated members by Director, NCPUL will open the technical bids received in the presence of the printers 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 printer:
- qualify the minimum criteria laid down in respect of the machinery and equipments;
 - has signed each and every page of terms and condition
 - has signed each and every page of the application form and submitted **Annexure – A** in original
 - has enclosed DD/Pay order/ e-transfer of money Rs.1,00,000 towards EMD.
 - has attached all documentary evidence.
- 3.4.3 On the basis of evaluation, a tentative, list of those printers who fulfil the requirement shall be prepared. A technical committee will inspect the printing units to verify if the machines are in working order, printing quality from samples and will also verify the other details

mentioned in the application form. Thereafter, a list of printers shall be finalised who qualify in the technical bid. A list of qualified printers shall be finally examined by the PPC.

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 equipments. One of the authorized representatives may be present at the time of opening of the Bid.

3.5.1 On the basis of evaluation, a tentative, list of those printers who fulfil the requirement shall be prepared. A technical committee will inspect the printing units to verify if the machines are in working order, printing quality from samples and will also verify the other details mentioned in the application form. Thereafter, a list of printers shall be finalised who qualify in the technical bid. A list of qualified printers shall be finally examined by the PPC.

3.5.2. The financial bids of those printers 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 printers or their authorized representatives who may wish attend. The printers who qualify in the technical bids shall be informed in e-portal with date and time of opening of financial bids. Financial bids of printers who do not qualify in the technical bid will be informed.

3.5.3 PPC will prepare a comparative chart of the rates of paper, printing and related work offered by the printers. PPC will examine and finalise the rates for various items based on the comparative chart of rates quoted by the printers and the rates prevalent in the paper and printing industry. PPC will finalise the justified and realistic rates keeping in view that the reasonable number of printers are supposed to work for the NCPUL who could take the workload of printing jobs and bring out NCPUL publications within the given deadline with good quality. These rates will be offered and allowed to the enlisted printers for the printing of books and miscellaneous jobs.

3.5.4 NCPUL shall offer the printing and paper rates to the each printer qualifying in the financial bids, asking it to convey to NCPUL the unconditional acceptance. NCPUL will not consider any conditional acceptance of its offer, the format of the letter is at Annexure – D.

3.5.5 The printers 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 printer remains enlisted on the panel of printers. 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 offset printers situated in Delhi and NCR for the printing of NCPUL publication and miscellaneous jobs like Catalogues, Bulletins, Publicity material, etc. within the given time schedule with good quality. Printers are supposed to print and supply the books and other jobs within a period of 10 to 30 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. The enlisted printers shall be assigned the job of books and miscellaneous work without paper and in some condition with paper in NCPUL approved rate of paper. The requisite quantity/quality of paper to be used for printing of text, cover and illustrations are to be arranged by printers.

3.6.2 Printers shall submit a paper consumption certificate along with the bill in the given format. The paper consumption statement shall be signed and stamped by the printer certifying the quality and quantity of paper and card used for the printing of book. In case of delay in completion of job, a penalty of 5% on printers' bill shall be applicable for every 15 days beyond the deadline. The decision of NCPUL shall be final and binding.

3.6.3 For all printing jobs, approved schedule of rates for printing shall be applicable. No hike in the rates shall be entertained. If the work order includes any items not provided in the schedule of rates, payment shall be allowed on reasonable basis at the rates decided by NCPUL. Only printing rates shall be applicable if paper is available and supplied by the NCPUL.

3.7 Payment Terms:

3.7.1 Payment to the printers 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 either for printing or paper would be paid to the printers for printing of books and miscellaneous jobs.

3.8 General Terms & Condition:

3.8.1 The Bidder shall at all times indemnify the NCPUL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1984, employer Liability act, 1938, Workmen's compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, or any modifications thereof or as a consequence or any accident or injury to any workman or other persons in or about the Works, whether in the employment of Tenderer or not, save and except where such accident or injury has resulted from any act of NCPUL, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of the Tenderers, be paid to compromise or compound and claim, without limiting his obligations and liabilities as above provided, that Tenderer shall insure against all claims, damages or compensation payable under the Workman's compensation Act, 1923 or any modification thereof or any other law relating thereto.

3.8.2 Bidder will be responsible to provide insurance cover to man, machines materials involved in printing of work and storage of printed materials till the delivery of consignments.

3.8.3 Bidder will not sublet/transfer whole or any part of the assigned work to other(s).

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 complete assigned work within stipulated time period the Performance security of the firm is liable to be forfeited.

Chapter – 4: Specification and allied Technical Details.

4.1 Publication Production Committee (PPC) comprising nominated members by Director, NCPUL will open the technical bids received in the presence of the printers 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 printer:

- i) qualify the minimum criteria laid down in respect of the machinery and equipments;
- 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 EMD
- v) has attached all documentary evidence as per Tender Documents.

- vi) EMD in shape 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 printer.

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

4.4 The following sizes of paper for text and cover shall be used for the NCPUL publications and cost of paper shall be allowed on the basis of these sizes only. The NCPUL shall not allow extra charges on paper cost, if printer uses paper of bigger size.

S. No.	Sizes of Publication	Text (sizes)	Cover (sizes)
1	20"X30"/8 pages [7 ¼" X 9 ½" 7"X9 ½"]	20"X30"	22"X31"/ 4 covers
2	20"X30"/16 pages [4 ¾" X 7"]	20"X30"	22"X31"/ 8 covers
3	23"X36"/8 pages [8 ½"x11"]	23"X36"	22"X28"/ 2 covers (for section sewing books) 26"X36"/4 covers (for center stitch books)
4	23"X36"/16 pages [5 ½"X 8 ½"]	23"X36"	22"X28"/ 4 covers (for section sewing books) 26"X36"/8 covers (for center stich books)
5	23"X34"/16 pages [6" X8"]	26"X34"	26"X36"/ 8 covers
6	20"X26"/ 8 pages [6 ¼"X9 ½"]	20"X26"	22"X31"/ 4 covers

*For any other size of books apart from the mention above, cost of paper shall be allowed taking the size of paper and card with minimum wastage.

4.6 Printers shall ensure to use good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness etc. Wastage allowance on actual consumption of paper for printing shall be allowed as under:

Range of Print Run	% of wastage (per colour)
500 – 1100 copies	4%
1101 – 4000 copies	3%
4001 – 10000 copies	2%
10,000 copies and above	1%

No more than 4% of wastage is allowed in any condition.

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

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 printer 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 printers.

4.11 Secrecy of contract document

- a. The Printer 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 printer. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary.
- b. The Printer 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 Printer 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 printer or his employees and affiliates to any third party other than the NCPLU's personnel. This obligation of printer shall prevail even after termination of contract. The Printer shall keep NCPLU fully indemnified in this regard.

The Printer 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.

4.14 The land of the Printing Press/ Factory should be free from any encumbrances. The firm with regard to offset should have a generator for power backup in the unit.

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.

4.18 The printer shall not entrust the work or any portion thereof to any other unauthorised party.

4.18 No extra charges for minor corrections/alterations will be allowed.

4.19 CD's and films of books shall be the property of NCPUL. The printer shall return them to the NCPUL at the time of delivery of printed books or as and when required.

4.20 The printer shall be required to submit the complete soft copy of final document of text, plate and cover to NCPUL.

NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE, DELHI

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

**Application form for empanelment of Offset Printers for Printing of NCPUL Publications
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 Printer _____
2. Printing Press Address: _____

3. Office Address: _____

4. Telephone Number _____
5. E-mail Address: _____
6. Fax Number _____
7. Status of the Press _____
 - (a) The Companies Act 1956 _____
 - (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 press, on the panel of any other
Govt. organization _____
12. Total number of employees _____
 - (a) Managerial and Supervisory _____
 - (b) Skilled & Semi-skilled _____
 - (c) Others _____
 - (d) Urdu known employee _____
13. Distance of Press from the office of
NCPUL at Jasola, New Delhi. _____
14. Date of Establishment of Press _____
15. PAN No. Issued by Income Tax Deptt. _____
16. TIN No. Issued by Sale Tax Deptt. _____
18. Does any case pending under the
Copyright Act? _____
18. Has printer been black listed by any
Government organization? _____

(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 Annexures. I/We agree to abide to the conditions laid down in the Tender Form.

If our press is enlisted on the panel of Offset Printers, I/We undertake to accept and to execute all the printing jobs assigned by the National Council for promotion of Urdu Language, India on the basis of formulated schedule of offset printing and paper rates. I/We undertake to print and deliver the assigned printing jobs with 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 printing (Financial Bid)- Separately
- iv) Annexure – C : Format of Letter offering schedule of rates to the printers.
- v) Annexure – D : Format of Letter confirming acceptance of rates offered by NCPUL
- vi) Annexure – E : Agreement Form
- vii) Annexure – F : Paper Consumption Certificate

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

20) Details of Machine and equipment available in the name of M/s.....

S. No.	Machines/equipment	Number of machine	Size	Company	Year of making
	ESSENTIAL CRITERIA				
1	Computers (DTP System)				
2	Scanner (Drum or Flat-bed)				
3	Computer to Plate (CTP)				
4	Color printer or any other proofing machine				
5	Offset Printing machines				
	4- color (1998 or latest) size 20x30 or bigger				
	1 or 2 – color (any) size 23x36 or bigger				
6	Folding machine				
7	Section Sewing machine				
8	Perfect Binding machine (6 clamps)				
9	Paper cutting machine				
10	Thermal lamination machine				
11	Shrink packing machine				
12	Generator				
13	Staff with knowledge of Urdu DTP	Name and phone no.			
	(Optional)				
A	Image Setter				
B	3-Knife trimmer machine				
C	Gathering machine				
D	Flow Line machine with facility of gathering, stitching and 3 side trimmer				
E	Case making machine				
F	Hard case line machine				

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

A] SCANNING:

- Scanning from Art Work/Bromide/TP's =Rs._____ per sq. inch/per colour (negative or positive)
- Output from Image Setter from CD/Pen drive etc. =Rs._____ per sq. inch/per colour (negative or positive); (without scanning & planning)
 - Minimum Area for Scanning = 20 sq. inch/per colour b) ¼" extra would be allowed on all four sides of print area

B] PROCESSING: (for text & line drawings)

- Negative making = Rs._____ per sq. inch/per colour
 - Positive making = Rs._____ per sq. inch/per colour
- Minimum area for processing = 16 sq. inch/per colour b) ¼" extra would be allowed on all four sides of print area:
 - Pages less than half would be treated as half page and pages more than half would be treated as full page

C) PLATEMAKING: (Rate in Rs. Per plate)

	23"x36"/26"x34" 20"x30"/20"x26"	18"x23"/18"x26" 15"x20"/13"x20"/ cover and smaller
1. Surface Platel		
2. P.S. Plates		
3. CTP Plates		

D] PRINTING: (Rates in Rs. per Colour)

SINGLE COLOUR (B/W)			FOUR COLOUR (Rate per colour)		
Upto 1000 Copies	Additional per 1000 copies upto 10,000	Additional per 1000 copies above 10,000	Upto 1000 copies	Additional per 1000 copies upto 10,000	Additional per 1000 copies above 10,000
1. For sizes 23"x36"/26"x34"/20"x30"/20"x26"					
2. For sizes 18"x23"/18"x26"/15"x20"/13"x20"					
3. For sizes 11-1/2"x18"/13"x18"/10"x10"x15"/10"x13"					
4. Cover of all sizes (including inside cover)					

*Rate for 2/3 colours shall be calculated on the basis of rates of single colour (B/W)

- E] **THERMAL LAMINATION: Gloss** – Rs. _____ per sq. inch **Matt** – Rs. _____ per sq. inch
UV – Rs. _____ per impression per side (upto 20 sq. inch)

F] BINDING:

	20"x30"/16vo 23"x36"/16vo 23"x34"/16vo (4-3/4"x7") (5-1/2"x8-1/2") (6"x8") Quote one rate for above 3-sizes Rs.	20"x26"/8vo 20"x30"/8vo 23"x36"/8vo (6-1/2"x9-1/2") (7-1/4"x9-1/2") (8-1/4"x11") Quote one rate for above 3-sizes Rs
1. Centre Stitching: (Rate in Rs. Per 1000 copies) <ol style="list-style-type: none"> 16 pages forme (folding/gathering) 8/4 pages forme Cover Creasing & Stitching 		
2. Section Sewing: (Rate in Rs. Per 1000 copies) <ol style="list-style-type: none"> 16 pages forms (folding/gathering/sewing) 8/4/2 pages forms Pasting of Cover on perfect binding machine 		
3. Hard bound <ol style="list-style-type: none"> Case Making per copy with HB & cloth (in Rs.) Case Making per copy without cloth (in Rs.) 		
4. Perfect Binding: (including folding/gathering) <ol style="list-style-type: none"> Rates per copy upto 100 pages (in Rs.) Rates per copy per additional 16/8/4 page form 		

To be deposited separately as financial bid

G] PACKING AND FORWARDING: (Rate Per Kg for books only)

Books to be packed in craft/ shrink wrap film of 10 Micro, upto 64 Pages – packet of 15 books, upto 160 pages – packet of 10 books, above 160 pages – packet of 5 books,

Rs.

H] Making bundles in suitable size, packing in cartoon with craft paper, tightened with plastic belts of 1cm (4 belt per cartoon), books will be wrapped in white plastic material and delivered to transport/TCI etc. (for course materials only):(Rate per kg for books only)

Rs.

6: Contract Forms

(To be submitted by the printer with agreement paper)

Annexure - c

FORMAT OF LETTER OFFERING SCHEDULE OF RATES TO THE PRINTERS

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

Dear Sir/Madam

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

1. Confirm your unconditional acceptance after studying the schedule of offset printing rates. Two copies of schedule of rates enclosed. One copy may be returned to us duly signed and stamped along with your letter as per the format given in Annexure E.
2. Submit the Performance security money in the form of DD/Pay order/e-transfer 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 offset printer. 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 printer 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 no dated..... drawn on in favour of **National Council for Promotion of Urdu Language, Delhi**, payable at **Delhi/New Delhi** is enclosed as Security Money.
3. I/We accept that Performance Security Money (Rs. 2,50,000) shall remain with the NCPUL till the name of the firm exists on the panel of NCPUL offset Printers. 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 Printers for Printing

Agreement No. _____

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

(hereinafter called the PRINTER, 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 PRINTER desires to get itself registered with the NCPUL for printing (including binding) of books and miscellaneous jobs (hereinafter called the WORK) and has represented to the NCPUL that the printer has requisite manpower, plant and machinery to be capable of handling the jobs.

It is hereby agreed by and between the parties:

Printer's signature

Signature on behalf of NCPUL

1. The terms and conditions of this agreement shall be applicable for all jobs, which will be assigned by the NCPUL, as per its requirements from time to time.
2. Assignment of number of printing jobs to the enlisted printers shall depend mainly on their performance as well as the quality of printing jobs executed by them, understanding and following the instructions of the Production officers and completion of assigned jobs upto the stage of submission of bills along with the negatives/positives and relevant documents within the given time schedule. Other relevant factors are number of machines and manpower with the printers and speed of execution of jobs, etc.
3. The PRINTER is responsible for the timely collection of all material related to the WORK i.e. manuscript, CDs, CRC, press copy, negatives/positives and others, if any.
4. The PRINTER shall process, print, laminate, bind and deliver the complete quantity of the WORK, in accordance with the job specifications and time limit indicated in the work order. The stock of books shall be supplied in proper packing at the sales godown at R.K Puram or other stores as directed by the office. The printer shall arrange the required quantity/quality of paper/card on their own priority to complete the job within the given time schedule. No extension shall be granted to complete the job entrusted for arranging the required quantity/ quality of paper/card. The PRINTER

shall print and supply the books against bulk orders within the given time schedule strictly. The print run may vary from 550 to 50,000 copies or more. The bulk orders are supposed to be completed within a period of 10 to 30 days depending on the requirement. Certain jobs shall require to be printed on priority basis working round the clock which the printer undertakes to complete within the deadline assigned.

5. Advance copies of the printed books or miscellaneous jobs shall be supplied by the printer seeking approval of the advance copies by the NCPUL. The bulk supplies duly incorporating the corrections or improvement, if suggested by the NCPUL, shall be delivered to the NCPUL godown. The quality of the bulk stock must confirm to the finished books, the necessary rectification must be carried out at the own cost of the job or non-completion will be seriously viewed and the decision of the Director, NCPUL will be final.
6. The bulk stock received from the printer shall be physically verified randomly by the concerned Production officer and Sales godown officials in respect of quality of printing, binding. The NCPUL shall have the right to accept the stock of books with suitable penalty or to reject the whole stock in case of shortcomings noticed. In case of rejection of stock, the work shall be reprinted at the own cost of printer on priority within the given time schedule failing which the NCPUL may get printed the job from some other printer and cost shall be recovered from the printer. Without prejudice to the penalties provided for, the printer can be blacklisted and/or debarred for 5 years. The decision of the Director, NCPUL shall be final and binding.
7. For all printing jobs, approved schedule of rates for printing and 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. Only printing rates shall be applicable if paper is available and supplied by the NCPUL.
8. The NCPUL shall have the right to enter into the premises of enlisted printer at any time for inspection of the printers works to physically verify the progress of assigned jobs. The printer shall extend full cooperation to facilitate the inspection and answer the questions of the nominated officials of NCPUL.
9. Printer 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 printer shall be treated as disallowed without any intimation to the printer.
10. The printer 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.
11. On completion of the job, the printer shall return to the NCPUL, manuscript, press copy, art work, positives, negatives, CDs, etc. supplied by the NCPUL or prepared by the PRINTER at the cost of NCPUL.
12. No advance payment would be paid to the printer 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 alongwith signed delivery challans and furnishing of supporting document/other material, etc. to the satisfaction of NCPUL.
13. Printers shall submit a paper consumption certificate along with the bill in the given format. The paper consumption statement shall be signed and stamped by the printer

certifying the quality and quantity of paper and card used for the printing of book. NCPUL shall go for the paper testing of GSM of paper varieties used from a government laboratory for the 10% of total number of titles printed by each printer i.e. 1-book out of 10-books taken at random. In case of inferior quality of paper, the complete stock of books may be liable for rejection. In case of failure in GSM test, payment for paper cost shall be released accordingly taking actual weight with an additional penalty of 5% on paper cost. In case of minor variations of physical parameters of paper within the acceptable limit, NCPUL may consider to accept the stock after imposing appropriate penalties @ 1% per parameter or as decided by the Director, National Council Promotion for Urdu Language, India. In case of delay in completion of job, a penalty of 5% on printers' bill shall be applicable for every 15 days beyond the deadline.

14. On completion of the job, the PRINTER shall submit to the NCPUL the duly pre-receipted bill for the job, in triplicate, together with:
 - i) Specimen copies of the WORK;
 - ii) Duly receipted delivery vouchers for the supplies made, in original;
 - iii) Duly signed delivery challans for the return of negatives and positives, in original;
 - iv) Complete account of paper showing the specification and quantities in the given format;
 - v) Other material or document(s), if any, in support of the items charged in the bill or provided by the NCPUL.

15. NCPUL reserves the right to carry out a post payment audit of the printer'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.

16. The PRINTER shall be responsible for the safe custody of negatives, positives and all other material issued by the NCPUL for the job assigned, and the PRINTER shall insure all material against loss by fire, theft, riots, accident, etc. at its own cost and expense. In the event of damage to the material, cost shall be recovered from the printer.

17. The Printer shall take every care to see that the work or any position thereof does not fall into the unauthorized hands to avoid PIRACY. Care shall be taken to execute the work under security condition. The printing material should be handed over to the concerned NCPUL official well in time as to avoid any transfer or misuse of the same to give any scope of printing the NCPUL publication. Legal action would be initiated against the concerned persons/printer found to be involved in the process of piracy of NCPUL publication.

18. Queries, if any, in respect of the deductions and non-payment for the work completed should be made by the Printer, only in the respective financial year. However, in case of non-payments for whatsoever the reason, if the Printer 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 Printer would be deemed to have abandoned his right to in respect of any query on the bills raised.

19. If the PRINTER fails to return the material supplied by the NCPUL, or if the quantity of the WORK supplied by the PRINTER is found to be short, NCPUL shall have the right to recover from the PRINTER, the value of material and the WORK, at rates

fixed by the NCPUL. In the event of short supply of books deductions shall be made on the basis of price of book after allowing 30% discount.

20. If an error or defect is found in the WORK, at any time before or after delivery of the copies ordered, the PRINTER shall, if called upon to do so, rectify the error/defect at his own cost, to the satisfaction of and within the time limit fixed by the NCPUL. If, however, the error/defect is the kind which cannot be rectified, the NCPUL, shall, if it so desires, either reject the WORK and recover the total cost of the WORK including the cost of paper, and/or impose suitable penalty (depending upon the nature of error) recoverable from printers' bills. The decision of NCPUL in this regard shall be final and binding.
21. Subject to the Clause 7, in the event of the PRINTER falling to
- (a) abide by any of the conditions laid down in this agreement and/or
 - (b) execute the job according to the specification given in the work order, to the satisfaction of and within the time limit fixed by the NCPUL, the NCPUL shall, if it so desires, reject the WORK and either
 - (i) permit the PRINTER to reprint the WORK within such time as the NCPUL may specify, at the PRINTER'S cost including the cost of paper and other material; and/or impose penalty.
 - (ii) arrange to get the WORK printed (with binding) through any other printer, in which case the extra cost, if any, shall be recovered from the PRINTER with or without suitable penalty.
 - (iii) accept the job after imposing penalty decided by the NCPUL
22. (a) If the completion of the job is delayed by the PRINTER, the NCPUL shall impose suitable penalty (fixed by the NCPUL depending on the nature and period of delay) which shall be recovered from the PRINTER. If, however, the job is delayed or stopped for reasons not attributable to the PRINTER, such as Strikes, the fire and unforeseen accident, or for any other force majeure conditions of NCPUL being final and binding may not impose any penalty on the PRINTER. The Printer 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 PRINTER shall be liable as if no such conditions were prevailing.
- (b) In case of urgent time bound orders, if the printer fails to print, bind and supply the complete stocks at the NCPUL's godown as per the deadline for whatsoever reasons. The NCPUL shall recover the total cost of loss occurred due to non-supply of books from the PRINTER and/or suitable penalty.
23. Enlisted printer may be removed from the panel of printer including, if :
- (a) any printer 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 Printers without notice.
 - (b) if refuse or unable to accept and execute the assigned printing job as per the specification and time limit.
 - (c) serious shortcoming & defects are found in executed jobs.
 - (d) the Printer does not accept or agree to the approved schedule of rate.
 - (e) the Printer shifts his works somewhere else or removes its plant and machinery without prior intimation to the NCPUL in writing.
 - (f) the Printer disposes of plant and machinery or runs shortage of manpower.
 - (g) the printer is found violating any law.
24. If the Printing press is a partnership firm, it should duly register and furnish a copy of the Partnership Deed to NCPUL and will undertake that no new or further partners

shall be introduced or removed or retire without the consent of NCPUL. In case of the death of a partner, the remaining existing partners shall continue to remain wholly liable under the agreement signed between the printer and NCPUL. If any partner or printer commits breach of any of the condition, it shall be lawful for the NCPUL to cancel the agreement apart from other remedies available to NCPUL.

25. This agreement can be terminated by either side by giving a notice of one month in writing, however Printer if electing to terminate the agreement shall be able to do so only when there is no pending job.

26. 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 Publishing Production Committee. The decision of the Director, NCPUL on the report of Publishing Production Committee shall be final and binding on the parties.

27. 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 PRINTER

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 _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Paper consumption certificate

1 Name of Title
 2 Size
 3 Print run
 4 Colour: Text _____ Cover _____ Plates _____
 5 Bill no/date

6 **Paper for text** (in reams)
 Brand, Size, GSM _____

Actual consumption.....
 Wastage.....
 Total paper.....

7 **Paper for cover** (in reams)
 Brand, Size, GSM _____

Actual consumption.....
 Wastage.....
 Total paper.....

8 **Paper for plates** (in reams)
 Brand, Size, GSM _____

Actual consumption.....
 Wastage.....
 Total paper.....

9 **Any other** (in reams)
 Brand, Size, GSM _____

Actual consumption.....
 Wastage.....
 Total paper.....

It is certified that the above statement is true and correct.

Signature
 Name
 Date
 Stamp the press

Chapter-7: Other Standard Information

7.1 Checklist of Certificates/Attachments

S.No.	Documents/information	Yes	No
	TECHNUCAL BID		
7.1.1	Fulfil the minimum criteria of machinery and equipment		
7.1.2	Signed each and every page of Tender: term & conditions		
7.1.3	Enclosed each and every page of Application form duly filled in and Annexure-A submitted in original		
7.1.4	Enclosed DD/pay order, etransfer receipt of Rs. 1,00,000/- as EMD		
7.1.5	Enclosed copy of PAN number		
7.1.6	Enclosed copy of VAT number		
7.1.7	Enclosed certificate of press registration		
7.1.8	Copy of Balance sheet		
	FINANCIAL BID		
7.1.9	Enclosed schedule of rates for offset printing duly filled in (Annexure-B) Separately as Financial Bid.		