

## **E-TENDER**

For

# Empanelment of Offset Printers & Formulation of Rate Schedule for NCPUL Publications and Miscellaneous Jobs with Paper

**Tender No: 5-22/Pub/2024-25** 

NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE (NCPUL), An autonomous body under the MINISTRY OF EDUCATION, GOVT. OF INDIA. FC-33/9, INSTITUTIONAL AREA, JASOLA, NEW DELHI-110025.

Tel. No.: 011-011-49539000Fax: 011-49539099

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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 offset printers for printing of books/magazines etc.

The details are summarized in below table.

a	Name of Work	Empanelment of offset printers & formulation of rate schedule for NCPUL Publications and Miscellaneous Jobs with paper
b	Tender No.	Tender No: 5-22/Pub/2024-25
С	Estimated Cost of Tender	Rs, 6,00,00,000/- (Rupees Six Crores Only) approximately.
d	Period of Contract	02 Years (Extendable up to 01 Year)
e	Technical Bid	The details of submission of Technical Bid is placed at <b>Annexure—'A'</b> of Chapter-4
f	Commercial Bid	The details of submission of Commercial Bid is placed at Annexure—'B' of Chapter-5
g	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>
h	Cost of Tender Document	1000/- (Rupees One Thousand Only)
i	EMD	Tenderer must deposit interest-free EMD of <b>Rs.2,50,000/-</b> (Rupees Two Lakhs and Fifty Thousand Only).
j	Bid submission	Bids must be submitted only online on or before 12.08.2025 by <b>17:00 hours on</b> at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
k	Date of opening of Technical Bid	The Technical Bid shall be opened and downloaded on 14.08.2025 at 10:00 hours at NCPUL Head Office at Jasola.
1	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 details are required, the office of the Director, NCPUL, FC-33/9, Institutional Area, Jasola, New Delhi-1100250 (Tel. No.: 011-49539000) may be contact for the same from 15.07.2025 to 12.08.2025 (except Saturday and Sunday and Gazetted Holidays) between 10.00 to 15:30 hours.

Director, NCPUL, New Delhi

Tender No: 5-22/Pub/2024-25

#### NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE,

FC-33/9, Institutional Area, Jasola, New 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 and Miscellaneous Job with Paper. Manual bids submission shall not be entertained.
- 2. Tender documents may be downloaded from NCPUL web site <a href="www.urducouncil.nic.in">www.urducouncil.nic.in</a> for reference only) and CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule as given in CRITICAL DATE SHEET as under:-

#### CRITICAL DATE SHEET

Date of Publishing E-Tender	15.07.2025 (10:00 Hours)
Clarification Start Date and Time	18.07.2025 (10:00 Hours)
Clarification End Date and Time	21.07.2025 (17:00 Hours)
<b>Bid Document Download Date</b>	15.07.2025 (10:00 Hours)
Starting Date & Time of Submission and Uploading of Bids	15.07.2025 (10:00 Hours)
Last Date for Uploading Bid	12.08.2025 (17:00 Hours)
<b>Last Date for Submitting Physical Document</b>	12.08.2025 (17:00 Hours)
Date & Time of Opening of Technical Bid	14.08.2025 (10:00 Hours)
Venue of Bid Opening	NCPUL Head Office, FC-33/9, Institutional Area, Jasola, New Delhi- 110025.

#### **Chapter-2: Conditions of Contract**

## 2.1 Eligibility of Tenderer

- 2.1.1 The cut-off date for age of Printing Machine is 1<sup>st</sup> January, 1998. Printing machines manufactured prior to 1<sup>st</sup> January, 1998 should not included in the list of printing machines.
- 2.1.2 The bidder/printer must be in existence as a registered entity for the last five years out of which the bidder/printer must have 3 years' experience working with government organisations (within the aforesaid span of 05 years) of book production including in Urdu/Arabic and the claim of experience should be supported with the documents as well as publications with the printers print line.
- 2.1.3 The bidder/printer must be registered with local/municipal body or should have licence/registration to run the press from any appropriate authority of the government.
- 2.1.4 Declaration before Police Commissioner/Magistrate for running the printing press.
- 2.1.5 The bidder/printer should have PAN number issued by the Income Tax Department in the name of company/firm and GST Registration Certificate (In case proprietorship firm PAN Card of proprietor will be sufficient)
- 2.1.6 Copy of audited financial statement of last three years. (i.e. 2021-22, 2022-23, 2023-24)
- 2.1.7 The bidder/printer must have an annual turnover on printing work of at least 50 Lakh in the last three years duly certified by a competent Chartered Accountant enrolled with the Institute of Chartered Accountants of India.
- 2.1.8 The bidder/ printer must have ownership document in respect of all equipments, printing and binding machines, and copy of purchase/acquisition documents of all the printing machines indicating year of manufacture.
- 2.1.9 The press should have sufficient (100 Sq. meter minimum) space under the same roof for storage of paper/books duly insured in all respects.
- 2.1.10 The printer should fulfil the following essential minimum criteria of machinery (from S. no. 1 to 11):

S. No.	Machines/Equipments	Size	Number
ESSENT	TIAL CRITERIA		
1	Computers (DTP System)		2
2	Scanner (Flat-bed)		1
3	Computer to Plate (CTP)		1
4	Offset Printing machines		
	i) 4- color machine (1998 or latest)	23"x36" or Bigger"	1
	ii) 1 or 2 – color machine (any) (1998 or latest)	23"x36" or Bigger"	2
5	Folding machine (Semi-Automatic or Automatic)		1
6	Section Sewing machine		1
7	Wire Stitching Machine		1
8	Perfect Binding machine		1
9	Paper cutting machine (36" Size) - (Semi-Automatic or		1
	Automatic)		
10	Thermal lamination machine		1
11	Shrink packing machine		1
Optiona	l		
1.	Gathering machine		1
2.	3-Knife Trimmer		1
3.	Flow Line machine with facility of gathering, stitching		1
	and 3 side trimmer		
4.	Case making machine		1
5.	Hard case line machine		1
6.	Digital Printing Machine or Color printer or any other proofing machine (13"x19")		1

The bidders/Printers should fill-in the tender form 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 <u>YES</u> on <u>NO</u> for each item. Printers not fulfilling the eligibility criteria or not providing documents in respect of any of the above stated items shall not be considered and their tender shall be rejected out rightly.

#### 2.2 Tender Cost:

1000/- (Rupees One Thousand Only) (Through Online / DD)

#### 2.3 Duly filled-in Tender:

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

#### 2.4 EMD and Security Deposit:

All Tenderers must deposit interest free EMD of **Rs.2,50,000**/- (Rs. Two Lakh Fifty Thousand Only) and Performance Security Deposit of **Rs. 3,00,000**/- (Rupees Three Lakh Only) (applicable only in case of successful bidder) in the form of FD pledged in the favour of Director, NCPUL for 27 months. This is compulsory in all conditions to qualify in Tender process. Exemption from EMD may be considered if the EMD Exemption Certificate/any other privileges/etc. issued by the concerned authority, will be provided.

Account Name	Director, NCPUL
Account No.	912010028886515
Bank Name and Branch Address	Axis Bank, Jasola, New Delhi-25
IFSC	UTIB0001148

## 2.4.1 The EMD will be forfeited and the concerned issuing authority shall also be informed (in case of those who will be availing EMD exemption) in the following cases:

- a) If bidder withdraws his tender before the tender validity period is over, his EMD will be forfeited.
- b) If bidder is found to have furnished the false information, his EMD will be forfeited.

## 2.4.2 Performance Security Deposit will be forfeited in the following Case:

- a) If printer fails to supply the printed materials with specifications in compliance to the specifications, as mentioned in Annexure-B, within stipulated delivery period.
- b) The Performance Security Deposit can be forfeited by the order of the Director, NCPUL on the recommendations of the concerned 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 printer, shall be retained by the NCPUL until the final settlement is made on the account of the bills.
- c) The Performance security deposit 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 Performance Security Deposits.

#### 2.5 Scope of Work:

NCPUL publishes approximately 100-150 publications in Urdu and other languages in a year. Publication sizes are 23x36"/16, 23x36"/8, 20"x30"/8, & 20"x30"/16. The print run varies in-between 200 to 50000. Besides above the NCPUL publishes four magazines. Quality of paper, GSM and size varies in different jobs and magazines. Other than above the NCPUL prints some miscellaneous jobs like folder, Carry bags, Invitation Cards, etc. from time to time.

For printing of general publications & course books NCPUL uses Maplitho paper IS 1848 (Part I). Virgin paper with brightness 91% or higher, opacity 90% or higher, for natural shade Maplitho paper (Virgin) brightness 86% or higher and opacity 85% or higher and for cover paper council is using Art Card IS 4658/2019 with latest amendment.

While submitting the quotation, the basic rate / kg must be stated for each item separately inclusive of education cess, excise duty, packing and any other expenses and cartage etc. The GST may be mentioned separately. The increase or decrease in the GST shall be applicable. The final net rate / kg would be considered.

## 2.6 Service Facility:

- 2.6.1 The printers are expected to complete the printing of books and miscellaneous jobs with good quality strictly within the given time schedule. The printed books etc. shall be supplied with proper packing at NCPUL offices/godowns etc or at any other place as may be prescribed by the NCPUL.
- 2.6.2 Certain jobs are required by NCPUL on priority basis working round the clock. Appropriate penalties and costs as mentioned in the agreement form (Annexure-E) shall be imposed on the printers, in case of failure to meet the time schedule and quality as well as well on time schedule and quantity, 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 final 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 forthwith at their cost. The bulk stock received from the printers shall be verified randomly by the concerned production officials 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 forthwith 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 insured space to keep the finished products for long period, which must be fire and earthquake proof. During the storage period risk cover will be taken by the printer on finished products.
- 2.6.5 In case the printer supplies poor quality of the publication, a penalty of upto 10% of the total admissible cost or as decided by the NCPUL will be imposed on the printer.

#### 2.7 Period of Contract:

The approved panel of printers shall be valid for the period of Two Years from the date of approval of panel by the Director, NCPUL and extendable for additional year with the mutual consent of NCPUL and the printers. However, the approved printing rates shall be valid for a period of 2-years extendable by 1 year.

#### 2.8 Validity of the tender:

The bid shall be valid for a period of 120 days from date of opening of the Technical Bid of tender. Affidavit in this regard has also been submitted on Rs.100/-(One Hundred) stamp paper.

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

#### 3.1 Uploading of Tender:

- 3.3..1 No manual bids shall be accepted.
- 3.3..2 Bids can be submitted only online on or before 17:00 Hours on 12.08.2025 at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

## 3.2 Instructions for Online Bid Uploading:

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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

#### 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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) 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. Uploading 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 in submission of bid due to any reason whatsoever. It is made clear that any bid received after the prescribed date and time, for any reason whatsoever, shall not be entertained under any circumstances.
- 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 Earnest Money Deposit (EMD) is to be paid through DD, Bidder has to select the payment option as "Offline" to pay the EMD, 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 In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Application Form. The financial bids should be uploaded online as per the specified ".xls" format i.e. BoQ\_XXXX.xls Excel sheet attached as '.xls'with the Application form and based on the qualification criteria and terms and conditions of the Application Form. 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 or blank. 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 opener's 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 uploading 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.

#### 3.2.5. 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, Assistant Director (Academic), Second Floor, NCPUL, FC33/9, Institutional Area, Jasola, New Delhi 110025 may be contacted.
- 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 0120-4001 002, 0120-4001 005, 0120-4493395
- 3.2.5.3 Intending tenderers are advised to visit again NCPUL website <a href="www.urducouncil.nic.in">www.urducouncil.nic.in</a> and CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> at-least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment. Any lapse in this regard and the resultant rejection of the bid shall be the sole responsibility of the intending tenderer(s).
- 3.2.5.4 The Hard Copy of the following printed specimen 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 / proof of RTGS, in respect of payment of EMD/Tender Fees.
  - b. Sample of printed books and sample of paper.
  - c. Following affidavits on Rs. 100 Non-Judiciary stamp paper duly notarized:
    - i. Bid Validity (see clause 2.8)
    - ii. Machinery (see clause 2.1)
    - iii. No case is pending against the firm in regard to copyright/blacklisting.

#### 3.3 Rejection of Bid:

- 3.3.1 While submitting the Bid, if any of prescribed conditions are not fulfilled, or incomplete or not readable 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 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.
- 3.3.5 Uploaded documents should be readable and legible any unclear documents bid will be rejected.

#### 3.4 Opening of Technical Bid:

- 3.4.1 The Technical Bids shall be opened on 14.08.2025 at 10:00 hours, at NCPUL Head Office, FC-33/9, Institutional Area, Jasola, New Delhi-110025.
- 3.4.2 Tender Evaluation Committee (TEC), NCPUL will open the technical bids. TEC will examine uploaded documents and evaluate each application to determine that the printer:
  - i) qualify the minimum criteria laid down in respect of the machinery and equipment;
  - ii) has signed and sealed each and every page of terms and condition
  - iii) has signed and sealed each and every page of the application form (Annexure A);
  - iv) has enclosed DD/Pay order/ e-transfer of money Rs.2,50,000 (Rupees Two Lakh Fifty Thousand Only) towards EMD.
  - v) has submitted all the documentary evidences (Sample Books and Sample of Paper etc.).
- 3.4.3 On the basis of evaluation, a tentative, list of those printers who fulfill 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 TEC.

#### 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 physical verification of their premises and equipments.

- 3.5.1 NCPUL will prepare a comparative chart of the rates of printing and related work offered by the printers. TEC will examine and finalise the rates for various items based on the comparative chart of rates quoted by the printers. TEC will finalise the rates. These rates will be offered and allowed to the enlisted printers for the printing of books and miscellaneous jobs.
- 3.5.2 NCPUL shall offer the printing rates to all the printers qualified in the commercial bids. The printer has to submit unconditional acceptance to the NCPUL. NCPUL will not consider any conditional acceptance of its offer, the format of the letter is at Annexure D.
- 3.5.3 The printers accepting the NCPUL's rates will convey its acceptance through a letter, 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), New Delhi an autonomous organization under the Ministry of Education, Government of India engaged in promotion or Urdu language activities intends to empanel 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 approval of dummy/ferro. 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 Empanelled printers shall be assigned the job of books and miscellaneous work with paper on NCPUL approved rate of paper. The requisite quantity/quality of paper to be used for printing of text, and cover are to be arranged by printers.
- 3.6.2 The bill in triplicate consisting of all the delivery challan of supplies, paper account statement and 02 copies of A4 size sheets and 05 label of text and cover paper on which job is printed to be submitted after completing the job. 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. (As per Annexure F) In case of delay in completion of job, a penalty of on printers' bill shall be applicable. (As per tender clause 3.10) 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.
- 3.6.4 All the **Books** to be packed in Kraft/Shrink Wrap Film of 10 Micron (The item of work to be carried out of the volume in between 64 Pages packet of 20 books, 192 pages packet of 10 books, Above 192 pages packet of 5 books). **Magazines** to be packed in kraft/ shrink wrap film of 10 Micron film tightened with plastic belts of 1cm (4 belt per bundle), books will be wrapped in white plastic material and delivered to transporter etc. (The item of work to be carried out of the volume in between 64 Pages packet of 50 magazines, 100 pages packet of 50 magazine). For **Course Materials**, a suitable size, packing in cartoon with kraft paper, tightened with plastic belts of 1cm (4 belt per cartoon), books will be wrapped in white plastic material and delivered to transporter etc.

#### 3.7 Payment Terms:

3.7.1 Payment to the printers shall be processed within 60 days, after the receipt of proper pre-receipted bill in triplicate complete along with the signed delivery challans and other supporting documents. No advance either for printing or paper would be paid to the printers for printing of books and miscellaneous jobs. The payment will be released after deduction of TDS (Tax Deducted at Source) and other levies prescribed by the government from time to time as per relevant rules and instructions.

#### 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 and 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 held at New Delhi in accordance with the Arbitration and 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 parties.

#### 3.10 Penalty

#### 3.10.1 Penalty for Delay

The penalty for delay in execution of printing jobs assigned to the printers by the NCPUL shall be levied at the following rates in event of non-completion of job from the date given for this purpose.

After the due day from 1st to 7th day	- 1% of the total bill
From 8 <sup>th</sup> to 14 <sup>th</sup> day	- 2% of the total bill
from 15 <sup>th</sup> to 21 <sup>st</sup> day	- 5% of the total bill
from 22 <sup>nd</sup> to 28 <sup>th</sup> day	- 8% of the total bill
Beyond 28 days	- 10% of the total bill

#### 3.10.2 Penalty for Defects

i.	Improper Registration in text & Cover Printing	2% of the total admissible amount
ii.	Improper Binding or Improper Cover Pasting	2% of the total admissible amount
iii.	Over Trimming or Cross Cutting	2% of the total admissible amount
iv.	The book is short in size more than 8 mm in width	5% of the total admissible amount
	and of in length	

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

- 4.1 Tender Evaluation Committee (TEC) 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. TEC will examine and evaluate each application to determine that the printer:
- i) qualify the minimum criteria laid down in respect of the machinery and equipment;
- ii) has signed each and every page of terms and condition
- iii) has signed each and every page of the application form (Annexure A);
- iv) has attached all documentary evidence.
- v) EMD in shape of a DD/Pay order of (Rupees One Lakh Only) Rs.2,50,000 (Rupees Two Lakh Fifty Thousand Only) in favour of **National Council for Promotion of Urdu Language, Delhi,** payable at **Delhi/New Delhi.**
- vi) Two copies of the contract agreement, (Annexure E) duly signed and witnessed. (After the empanelment of the printer)
- 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 performance 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"	21"X30" or 22"X31" / 4 covers
2	20"X30"/16 pages [4 ¾" X 7"]	20"X30"	21''X30'' or 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"	20"X25" or 22"X28" / 4 covers (for section sewing books) 25"X36" or 26X36" /8 covers (for center stitch 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"	20"X31" or 22"X31"/ 4 covers

<sup>\*</sup>For any other size of books apart from the mentioned above, cost of paper shall be allowed taking the size of paper and card with minimum wastage.

For Print Order up to 1000 copies		For Print Order above 1000 copies and up to 5000 copies			For Print Order above 5000 copies and up to 25000 copies		For Print Order above 25000 copies				
Single	Two	Four	Single	Two	Four	Single	Two	Four	Single	Two	Four
Colour	Colour	Colour	Colour	Colour	Colour	Colour	Colour	Colour	Colour	Colour	Colour
In %	in %	in %	In %	in %	in %	In %	in %	in %	In %	in %	in %
4	6	8	2	4	6	1.25	2.5	4.5	1	2	3.5

4.6 Wastage allowance on actual consumption of paper for printing shall be allowed as under:

- 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 and seal. 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 authorised NCPUL personnel. This obligation of printer shall prevail even after termination of contract. The Printer shall keep NCPUL 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 premises of the Printing Press/ Factory should be free from any encumbrances. The firm with regard to offset should have a 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 letter, formal "Acceptance of Tender" will follow in due course and in the meanwhile, the tenderer will act upon the instructions contained in the e-mail.
- 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 unauthorized 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.
- 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**

#### **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:	
3.	Office Address:	
	m 1 1 27 1 27 1 37	
4.	Telephone Number/Mobile No.	
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	
	(d) LLP (Limited Liability Partnership)	
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' with IFSC Code and A/c. No.	
10.	Insured against fire, theft and burglary,	
	state the amount for which insured, name of	
1.1	the insurance company and policy no:	
11.	Is the press, on the panel of any other Govt. organization	
12.	Total number of employees	
12.	(a) Managerial and Supervisory	
	(b) Skilled & Semi-skilled	
	(c) Others	
	(d) Skilled Manpower having knowledge of Urdu Language	
	on DTP System	
13.	Date of Establishment of Press	
14.	Printer premises (Rented/own, if rented please	
	Submit registered rent agreement).	
15.	Copy of PAN No. issued in favour of firm/owner by	
	Income Tax Deptt.	
16.	Copy of GST/TIN No.	
17.	Does any case pending under the Copyright Act?	
18.	Has the printer been blacklisted by any	
	Government organization during the last three years?	
	(Affidavit on Rs. 100 Stamp paper duly notarized)	
19.	Authorized person to whom authority was given	
	to sign the tender document on letter head.	
20.	Certified copies of turnover duly certified by Chartered Accountant	
	(Stamped with UDIN No.) for last 03 (Three) years.	

(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, New Delhi on the basis of formulated schedule of offset printing rates. I/We undertake to print and deliver the assigned printing jobs 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)
- 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

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

S. No.	Machines/equipment	Size	Number
Essenti	al Criteria		
1	Computers (DTP System)		2
2	Scanner (Flat-bed)		1
3	Computer to Plate (CTP)		1
4	Offset Printing machines		
	i) 4- color machine (1998 or latest)	23"x36" or Bigger"	1
	ii) 1 or 2 – color machine (any) (1998 or latest)	23"x36" or Bigger"	2
5	Folding machine – Semi-automatic or Automatic		1
6	Section Sewing machine		1
7	Wire Stitching Machine		1
8	Perfect Binding machine		1
9	Paper cutting machine (36" Size) - Automatic or		1
	Semi-automatic		
10	Thermal lamination machine		1
11	Shrink packing machine		1
Option	al		
1.	Gathering machine		1
2.	3-Knife trimmer machine		
3.	Flow Line machine with facility of gathering,		1
	stitching and 3 side trimmer		
4.	Case making machine		1
5.	Hard case line machine		1
6.	Digital Printing Machine or Color printer or any		1
	other proofing machine (13"x19")		

Tenderer 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 items shall not be considered and their tender shall be rejected.

#### **Chapter – 5: Price Schedule**

#### Format of Form Bid for reference only (to be filled in BOQ..XXX.xls. file only) - Annexure - B

Item Wise BoQ (H1) Validate Tender Inviting Authority: National Council for Promotion of Urdu Language Name of Work: Empanelment of Offset Printers & Formulation of Rates Schedule for NCPUL Publications and Miscellaneou Contract No: 011 41953 9000 Name of the Bidder/ Bidding Company (This BOQ template must not be modified/replaced by the bidder and the same should b NUMBER # TEXT# TEXT# NUMBER # TEXT# Item Description Item Code Units SI. Quantity No. Make 5 1 Scanning and Processing (per sq. cm) Scanning of Art Work/Bromide/TP's/Photograph iLem1 1.00 Nos 1.02 Rate for making Negatives it.em2 1.00 Nos 1.03 Rate for making Positives 1.00 Nos Plate Making (Rate in Rs. per CTP plate) 2.01 23"x36"/26"x34"/28"x40" item4 1.00 Nos 18"x23"/20"x30"/20"x26" or lesser 1.00 Nos 2.02 item5 Plate Making (Rate in Rs. per PS plate) 2.03 1.00 Nos 2.04 23"x36"/26"x34"/28"x40" 18"x23"/20"x30"/20"x26" or lesser 2.05 item7 1.00 Nos Printing (rate per side per color) 3.01 23"x36"/26"x34"/28"x40" rate upto 1000 copies 1.00 Nos 23"x36"/26"x34"/28"x40" rate additional per thousand copies upto 1.00 Nos 3.02 item9 4000 3.03 23"x36"/26"x34"/28"x40" rate for 5000 copies 1.00 Nos 23"x36"/26"x34"/28"x40" rate additional per thousand copies upto 1.00 Nos 24000 item12 1.00 Nos 3.05 23"x36"/26"x34"/28"x40" rate for 25000 copies 23"x36"/26"x34"/28"x40" rate additional per thousand copies upto 3.06 item13 1.00 Nos 49000 3.07 23"x36"/26"x34"/28"x40" rate for 50000 copies item14 1.00 Nos 3.08 23"x36"/26"x34"/28"x40" rate additonal per thousand copies 1.00 Nos 18"x23"/20"x30"/20"x26"/17"x26" rate upto 1000 copies 3.09 item16 1.00 Nos 18"x23"/20"x30"/20"x26"/17"x26" rate additional per thousand 3.1 item17 1.00 Nos copies upto 4000 18"x23"/20"x30"/20"x26"/17"x26" rate for 5000 copies 1.00 Nos 3.11 itom18 18"x23"/20"x30"/20"x26"/17"x26" rate additional per thousand 1.00 Nos 3.12 item19 copies upto 24000 3.13 18"x23"/20"x30"/20"x26"/17"x26" rate for 25000 copies item20 1.00 Nos 18"x23"/20"x30"/20"x26"/17"x26" rate additional per thousand 3.14 1.00 Nos copies upto 49000 18"x23"/20"x30"/20"x26"/17"x26" rate for 50000 copies item22 1.00 Nos 3.15 18"x23"/20"x30"/20"x26"/17"x26" rate additional per thousand 3.16 iLem23 1.00 Nos copies 1.00 Nos 11.5"x18"/15"x20"/13"x17" rate upto 1000 copies 11.5"x18"/15"x20"/13"x17" rate additional per thousand copies upto 3.18 item25 1.00 Nos 4000 1.00 Nos 3 19 11.5"x18"/15"x20"/13"x17" rate for 5000 copies 11.5"x18"/15"x20"/13"x17" rate additional per thousand copies upto 1.00 Nos 3.21 11.5"x18"/15"x20"/13"x17" rate for 25000 copies item28 1.00 Nos 11.5"x18"/15"x20"/13"x17" rate additional per thousand copies upto 1.00 Nos 3.22 iLem29 3.23 11.5"x18"/15"x20"/13"x17" rate for 50000 copies 1.00 Nos 3.24 11.5"x18"/15"x20"/13"x17" rate additional per thousand copies iLem31 1.00 Nos 3.25 Extra % printing on Art Card & Art Paper on all printing items 1.00 Nos 3.26 Cover of all sizes per side per color item33 1.00 Nos Digital Printing Rate (binding as per schedule rates) per page The rate of cost of printing including paper/card per page for A4 4.01 item34 1.00 Nos size or lesser per color

4.02	The rate of cost of printing including paper/card per page for A5 size or lesser per color	item35	1.00 Nos	
5	Thermal Lamination & UV (per sq. inch)			
5.01	Gloss Lamination (per sq. inch)	item36	1.00 Nos	
5.02	Matt Lamination (per sq. inch)	item37	1.00 Nos	
5.03	UV (per impression per sq. inch)	item38	1.00 Nos	
6	Folding & Gathering of Forms	2.00.00	1.00 1100	
6.01	Per Form of 16 Pages per thousand	item39	1.00 Nos	
6.02	Per Form of 8 Pages per thousand	item40	1.00 Nos	_
6.03	Per Form of 4 Pages per thousand	item41	1.00 Nos	_
7	Centre Stitching (upto 100 pages)		1.00 1100	
7.01	Cover Creasing and Cover Drawn and Stitching by 2 Pins Rate per book	item42	1.00 Nos	
8	Side Stitching by 2 pins. Cover creasing and cover drawn on perfect binding machine			
8.01	Upto 160 pages rate per book	item43	1.00 Nos	
8.02	Beyond 160 pages rate per book	item44	1.00 Nos	
9	Section Sewing (cover creasing, cover pasting on perfect binding machine)			
9.01	Upto 200 pages rate per book	item45	1.00 Nos	
9.02	Beyond 201 pages to 360 rate per book	item46	1.00 Nos	
9.03	Beyond 360 pages rate per book	item47	1.00 Nos	
10	Tipping (Chapa) 2 pages for all size			
10.01	Tipping/Chapa of leaf rate per thousand	item48	1.00 Nos	
11	Packing and Forwarding for Books (packet size as per tender clause 3.6.4 of schedule of requirements) (rate per kg)			
11.01	Rate for packing in kraft paper	item49	1.00 Kg	
11.02	Rate for packing in shrink wrap	item50	1.00 Kg	
11.03	Packing and Forwrding for Magazines	item51	1.00 Kg	
11.04	Packing and Forwarding for Course Books	item52	1.00 Kg	
12	Paper (rates per kg) *See clause no. 2.5 (Scope of Work for Specification)			
12.01	White Maplitho	item53	1.00 Kg	
12.02	Natural Shade Maplitho	item54	1.00 Kg	
12.03	Art Paper (Gloss)	item55	1.00 Kg	
12.04	Art Paper (Matt)	item56	1.00 Kg	
12.05	Art Card (Gloss)	item57	1.00 Kg	
12.06	Art Card (Matt)	item58	1.00 Kg	
12.07	Bible Paper	item59	1.00 KG	
otal in Figures				
uoted Rate in \	   Words			

#### 6: Contract Forms

(To be submitted by the printer with agreement paper)

Annexure - C

#### FORMAT OF LETTER OFFERING SCHEDULE OF RATES TO THE PRINTERS

То M/s	

#### Dear Sir/Madam

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

- 1. Confirm your unconditional acceptance after studying the schedule of offset printing rates + 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/e-transfer of Rs. 3,00,000 (Rs. Three lakh Only) in favour of **National Council for Promotion of Urdu Language, Delhi** payable at **Delhi/New Delhi.** 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 signature by the NCPUL

Yours faithfully

NATIONAL COUNCIL FOR PROMOTION OF URDU LANGUAGE, DELHI

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

FC-33/	rector al Council for Promotion Urdu Language, 9, Institutional Area, Jasola, elhi 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 for a sum of Rs. 3,00,000 (Rupees Three Lakh Only) no dated
3.	I/We accept that Performance Security Money Rs. 3,00,000 (Rupees Three Lakh Only) shall remain with the NCPUL till the name of the firm exists on the panel of NCPUL offset Printers. No interest or the 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

## 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	
Two Thousand and	between
the PRINTER, which expression shall, where the consuccessors and assigns) of the one part and the National (hereinafter called the NCPUL, which expression shall, whas signs) of the other part.	Council for Promotion of Urdu Language, Delhi
WHEREAS the PRINTER desires to get itself registered v books and miscellaneous jobs (hereinafter called the WC printer has requisite manpower, plant and machinery to be	ORK) and has represented to the NCPUL that the
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 officials 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 New Delhi 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 200 to 50,000 copies or more. The bulk orders are supposed to be completed within a period of 10 to 45 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 officials 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 ant 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 45 to 60 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, penalty as per clause 3.10.1 shall be applicable 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;
  - vi) Two A4 Size along with label of the ream on which job is printed.
- 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 in 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, rejects 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 penalty as per clause 3.10 (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 nay 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 <u>one month</u> 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 concerned Committee. The decision of the Director, NCPUL on the report of the 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, New Delhi

Signature	Signature
Name	Name
Address	Address
In the presence of:	In the presence of:
1.Signature	1.Signature
Name	Name
Address	Address
2. Signature	2. Signature
Name	Name
Address	Address

## Annexure - F

## Paper consumption certificate

(To be submitted by the printer along with the bill duly stamped and signed)

1	Name of Title			
2	Size			
3	Print run			
4	Colour: Text	Cover	Plates	
5	Bill no/date			
6	Paper for text (in rear Brand, Size, GSM	ms)		
Wast	al consumption			
Tota	l paper consumed			
7	<b>Paper for cover</b> (in re Brand, Size, GSM	eams)		
Actu	al consumption			
	tage			
Tota	l paper consumed			
	It is certified t	hat the above statement	is true and correct.	
Sign	ature			
Nam	e			
Date				
Stam	np the press			

## **Chapter-7: Other Standard Information**

## 7.1 Checklist of Certificates/Attachments

S. No.	Documents/information	Reference Page No.	Yes	No
	TECHNICAL BID			
1	Fulfill the minimum criteria of machinery and equipment as stated in on page no. 5			
2	Signed each and every page of Tender: terms & conditions			
3	Enclosed each and every page of Application form duly filled in (Annexure-A)			
4	Enclosed DD/Pay Order/ e-transfer receipt of Rs. 2,50,000/- as EMD. If exempted, EMD Exemption Certificate/any other privileges to be enclosed.			
5	Enclosed proof of paying Rs. 1,000/- as tender fees.			
6	Scanned Copy of the PAN Card of the firm (in case of proprietorship firm PAN card of proprietor will work), GST Registration. Copy of the audited balance sheet for the last three years.			
7	Scanned Copy of the valid License/Registration to run the press (of all the premises where printing and binding machineries etc. are installed) issued by concerned local Govt. body and Declaration before the Police Commissioner/Magistrate for running /having a press.			
8	Scanned copy of the Documentary evidence of existence for 5 years.			
9	03 years' experience in the production of Urdu/Arabic publications with government organisation supported by the scanned copies of job order of 03 years (within 05 years).			
10	Scanned Copy of the Registered Partnership Deed, if the firm is a Partnership concern or Copy of the Memorandum of Association, if the firm is a Private Limited Company or Copy of the document(s) establishing Proprietorship, if the firm belongs to an individual. Certificate is the firm is LLP.			
11	Scanned Copy of the document(s) establishing the status of all the premises (owned/rented or on lease as the case may be) where the machines are installed. Copy of the Lease Deed/Registered Rent Agreement if the premises is hired.			
12	Scanned Copies of the Purchase documents of the Printing machineries confirming make and model of the machines and equipment.			
13	Scanned copy of Affidavit given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) declaring the following:  • No case is pending against the firm/printing press with regards to the Copy Right Act and the press/concern has never been blacklisted by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organization.  • All the information provided in the Application are correct to the best of his/her knowledge and belief.  • Application and Bid shall remain valid for a period of 120 (One hundred and Twenty) days reckoned from the last date of submission of Bid.  • Printer will not refuse any assigned job irrespective of number of colours, pages and size			

	The letter of authorization to sign the documents in cases where		
14	application and other documents are not signed by the		
	Proprietor/Partners/Director.		
15	Application for enlistment of offset printers (Annexure A) duly filled		
	in, condition of contract (Chapter – 2), Schedule of requirement		
	(Chapter – 3) and Technical Details (Chapter – 4) duly signed and		
	stamped.		
	COMMERCIAL BID		
16	Confirm that the schedule of rates for offset printing has been filled in		
	BOQ file on CPPP Portal.		

#### Documents to be submitted physically in original:

Sealed Envelope super scribed as Documents for the Empanelment of Offset Printers & Formulation of Rate Schedule for NCPUL Publications and Miscellaneous Jobs with Paper should carry:

- a) DD/Pay Order towards tender fees and EMD in the favor of NCPUL payable at New Delhi, if exempted enclosed certificate.
- b) Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) in the format enclosed declaring the printing and binding machines owned by the printing press make as per the annexure 2.1 eligibility of tenderer duly attested by the Notary.
- c) Affidavit in original given by authorized signatory on non-judicial stamp paper of Rs. 100/- (one hundred) No case is pending against the firm/printing press with regards to the Copy Right Act and the press/concern has never been blacklisted by any Government/Semi Govt./Govt. Undertaking or by any Autonomous Organization.
- d) Affidavit on non-judicial stamp paper that bid is valid a period of 120 days from the date of opening of the technical bid of tender
- e) Sample copies of Urdu/Arabic publications (minimum 03) along with corresponding job orders.
- f) Sample of all the varieties of papers as per the 2.5 Scope of Work