The Director
National Book Trust, India
Nehru Bhawan
5 Institutional Area
Vasant Kunj, Phase II
New Delhi 110 070

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 Book Trust, 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
iii) Annexure – B : Blank proforma to fill in the rates for printing.
iv) Annexure – C : Blank proforma to fill in the rates for paper.
vi) Annexure – E : Format of Letter confirming acceptance of rates offered by NBT.
vii) Annexure – F : Agreement Form

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

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

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

Signature of Authorised Signatory
Name, Address & Stamp
Cost of Tender Form: Rs.2,000/-

NATIONAL BOOK TRUST, INDIA
Nehru Bhawan, 5, Institutional Area, Phase II
Vasant Kunj, New Delhi – 110 070
Tel: +91 11 26707700; Fax: +91 11 26121883
E-mail: nbtindia@nbtindia.org.in
Website: www.nbtindia.gov.in

Enlistment of offset printers for printing of books with paper

Last date for submission of Tender 28 January 2015 by 2.00 p.m.
Opening of Tender 28 January 2015 at 3.00 p.m.
Venue: Office of NBT

NOTE
1. Please read and note each and every term and condition carefully before filling up of the Tender Documents.
2. Tenderers must sign on each page of the Tender Document alongwith the seal.
3. Tenderers must submit Sealed Technical Bid and Financial Bid in separate envelop. Both Technical and Financial Bid duly sealed individually should further be sealed in a separate cover (Third envelop)

TENDER: TERMS AND CONDITIONS

National Book Trust, India (NBT), an autonomous organisation under the Ministry of Human Resource Development, Government of India engaged in book promotion activities intends to enlist offset printers having professional and latest facilities of Pre-press, Printing, Post-press, situated in Delhi and NCR for the printing of NBT publication and miscellaneous jobs like Catalogues, Bulletins, Publicity material, etc. with paper within the given time schedule with good quality. Printers are supposed to print and supply the books and other jobs within a period of 30 to 60 days from the date of assignment of job. Certain jobs are required to be printed on priority basis working round the clock. NBT 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 printing of books and miscellaneous work with paper. The requisite quantity/quality of paper to be used for printing of text, cover and illustrations are to be arranged by the printers.
**SCOPE OF WORK**

1. NBT publishes tentatively 700-1400 books in English, Hindi and other regional languages in a year. The books are printed in size 26"x34"/16 (6"x8"), 23"x36"/16 (5½"x8½"), 23"x36"/8 (8½"x11"), 20"x30"/16 (7¾"x9½"), 20"x30"/16 (4¾"x7") and 20"x26"/8 (6¼"x9½") with print run of 1100, 2100, 3100 and 5100 copies. Print run of books against orders may vary order to order and could be between 1100 copies to 10,100 copies or more. Generally, paper of size 20"x30"/130 GSM matt/gloss art paper, 23"x36"/130 GSM matt/gloss art paper, 23"x36"/70,80,90,110 GSM Maplitho, 20"X30"/70,80,90,110 GSM Maplitho, 26"x34"/80 GSM Maplitho and 20"x26"/80 GSM Maplitho are used for the printing of text of books. Matt/gloss art Card of 220 and 250GSM are used for the printing of covers of books. However, Size, GSM and quality of paper may vary depending on the requirement of the job. Other than books, Catalogues, Bulletins, Folder and many other miscellaneous jobs are printed in connection with the various activities of the NBT and required paper shall be arranged by the printers.

2. The printers are expected to complete the jobs of 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 NBT office, Vasant Kunj. Printers shall use good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness.

3. The panel of printers shall be valid for the period of 3-years from the date of approval of panel by the Director, NBT extendable for additional one year with the mutual consent of NBT and the Printers. The approved printing rates shall be valid for a period of 3-years and approved rates of paper shall be valid for a period of 1-year or till the rates are revised by the NBT. The decision of NBT whether to revise the rates and to what extent shall be final and binding. Paper rates shall be revised after a period of 1-year (every year) by inviting rates from the printers enlisted on the panel. In case of requirement of paper/card of varieties other than mentioned in Annexure-C, the paper rates shall be invited from the enlisted printers.

4. Certain jobs are required to be printed on priority basis working round of clock. Appropriate penalties and costs as mentioned in the agreement form (Annexure-S) 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.

5. Payment to the printers shall be released within a period of 60-90 days from the date of receipt of proper pre-receipted bill in duplicate complete in all respect alongwith the signed delivery challans and other supporting documents as demanded by NBT. No advance either for printing or paper would be paid to the printers for printing of books and miscellaneous jobs. The requisite quantity/quality of paper required for printing are to be arranged by the printer and under no circumstance the period of delivery shall be extended for want to requisite quantity / quality of paper.

6. Advance copies shall be submitted to the NBT for approval before binding and supply of bulk stocks at NBT 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, NBT will decide whether to accept the 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 NBT in this regard shall be final and binding on the printer.
7. **ELIGIBILITY CRITERIA**

A. Copy of PAN number issued by the Income-tax department. (submit copy)

B. Copy of TIN number. (submit copy)

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

D. The printer should have average annual turnover of at least 1-crore during the last financial year (copy of balance sheet may be provided).

E. The printer should fulfill the following essential minimum criteria of machinery (from S.no. 1 to 12):

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Machines/equipment</th>
<th>Minimum Size</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ESSENTIAL CRITERIA</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Computers (DTP System)</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Scanner (Drum or Flat-bed)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Computer to Plate (CTP)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Colour printer or any other proofing machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Offset Printing machines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 - colour (1998 or latest)</td>
<td>20X30 or bigger</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>1 or 2 – colour (any)</td>
<td>23X36 or bigger</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Folding machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Section Sewing machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Perfect Binding machine (6 clamps)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Paper cutting machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Thermal lamination machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Shrink packing machine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Generator</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>(Optional)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Image setter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>3-Knife trimmer machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Gathering machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Flow Line machine with facility of gathering, stitching and 3 side trimmer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Case making machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Hard case line machine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TERMS AND CONDITIONS OF THE TENDER**

8. The Eligible printers may obtain the Tender Form from the Production section, National Book Trust, India, Nehru Bhawan, 5 Institutional Area, Vasant Kunj, Phase-II, New Delhi 110 070 on any working day between 11.00 a.m. and 4.00 p.m. on payment of Rs.2000 by demand draft in favour of National Book Trust, India payable at Delhi/New Delhi. The tender form may also be downloaded from the website www.nbtindia.gov.in.

The other terms and conditions are given in the Tender Form. Tender complete in every respect may be submitted by 2.00 p.m. on 28 January 2015 and same will be opened at 3.00 p.m. on the same date.
9. The applicant printers are invited to provide the detail of establishment, printing machines, equipments and manpower in the prescribed application form (Annexure- A) for the enlistment of offset printers.

10. The applicant printers are supposed to submit the tender form in two parts:

   **PART A—Technical Bid**
   **PART B—Financial Bid**

**PART A—Technical Bid** shall be submitted in a sealed cover (first envelope) duly superscribed as **Technical Bid for the enlistment of offset printers for printing with paper 2015.** The Technical Bid shall consist of following:

i) Tender: Terms and conditions: each and every page signed by the Printer along with the supporting documents i.e. copy of PAN, TIN, Press registration certificate and Balance sheet.

ii) Application Form (Annexure–A) duly filled-in along with the supporting documents.

iii) DD/Pay order of Rs.50,000 in favour of **National Book Trust, India** payable at **Delhi/New Delhi** towards earnest money.

iv) DD/Pay order of Rs.2,000 in favour of **National Book Trust, India**, payable at **Delhi/New Delhi** towards the cost of Tender Form, if the tender form has been downloaded from the website.

**PART B—Financial Bid** shall be submitted in a separate sealed cover (second envelop) duly superscribed as **Financial Bid for the enlistment of offset printers for printing with paper 2015.** The Financial Bid shall consist of following:

i) The proforma of schedule of rates for offset printing. (Annexure-B) duly filled in.

ii) The proforma of schedule of rates for paper (Annexure-C) duly filled in.

Both Technical and Financial Bid duly sealed individually should further be sealed in a separate cover (Third envelop) and superscribed as **Technical Bid and Financial Bid for the enlistment of offset printers for printing with paper 2015.**

11. Duly sealed tenders must be sent either under registered post or drop in Tender box available at reception on ground floor, Nehru Bhawan, National Book Trust, India, 5 Institutional Area, Vasant Kunj, Phase – II, New Delhi 110 070 within the stipulated time and date. The NBT shall not be responsible for any postal/courier delay and any tender received after the last date and time of the tender, shall not be entertained.

12. Publication Production Committee (PPC) comprising internal members of NBT and outside technical experts 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 shortcomings 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 conditions;

iii) has signed each and every page of the application form (Annexure – A);

iv) has enclosed DD/Pay order for Rs.50,000 towards earnest money.

v) has enclosed DD/Pay order for Rs. 2000 towards cost of Tender, if the Tender Form downloaded from the NBT website;

vi) has attached all documentary evidence.
13. 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 PPC.

14. 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 to attend. The printers who qualify in the technical bids shall be informed in writing of the date and time of opening of financial bids. Financial bids of printers who do not qualify in the technical bid will be returned to them unopened by registered post.

15. 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 NBT who could take the workload of printing jobs and bring out NBT 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.

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

17. The printers accepting the NBT’s rates will convey its acceptance through a letter, which shall be in the format given at Annexure–E alongwith the following documents. The security money will remain with the NBT till the printer remains enlisted on the panel of printers. No interest shall be payable.
   i) Security money in shape of a DD/Pay order of Rs. 1,00,000 in favour of National Book Trust, India, payable at Delhi/New Delhi.
   ii) Two copies of the contract agreement (Annexure – F) duly signed and witnessed.

18. On receipt of the contract agreement, the authorized officer of NBT will sign both the copies of the contract agreement. A copy of the agreement will be given to the printer. Earnest money of Rs 50,000 shall be returned to the printers.

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

20. The following sizes of paper for text and cover shall be used for the NBT publications and cost of paper shall be allowed on the basis of these sizes only. Hence, the printers are supposed to procure the paper in the given sizes well in advance so that the printing of books can be executed as per the deadlines. The NBT shall not allow extra charges on paper cost, if printer uses paper of bigger size.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Sizes of Publication</th>
<th>Text (sizes)</th>
<th>Cover (sizes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20&quot;X30&quot;/8 pages [7 ¼ &quot; X 9 ½&quot;]</td>
<td>20&quot;X30&quot;</td>
<td>22&quot;X31&quot;/ 4 covers</td>
</tr>
<tr>
<td>2</td>
<td>20&quot;X30&quot;/16 pages [4 ¾&quot; X 7&quot;]</td>
<td>20&quot;X30&quot;</td>
<td>22&quot;X31&quot;/ 8 covers</td>
</tr>
<tr>
<td>3</td>
<td>23&quot;X36&quot;/8 pages [8½&quot; X 11&quot;]</td>
<td>23&quot;X36&quot;</td>
<td>22&quot;X28&quot;/ 2 covers (for section sewing books) 26&quot;X36&quot;/ 4 covers (for center stich books)</td>
</tr>
</tbody>
</table>
21. 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:

<table>
<thead>
<tr>
<th>Range of Print Run</th>
<th>% of wastage (per colour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 – 2000 copies</td>
<td>4%</td>
</tr>
<tr>
<td>3000 – 4000 copies</td>
<td>3%</td>
</tr>
<tr>
<td>5000 – 9000 copies</td>
<td>2%</td>
</tr>
<tr>
<td>10,000 copies and above</td>
<td>1%</td>
</tr>
</tbody>
</table>

22. 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. NBT 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, NBT may consider to accept the stock after imposing appropriate penalties @ 1% per parameter or as decided by the Director, National Book Trust, 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. The decision of NBT shall be final and binding.

23. 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 in the schedule of rates, payment shall be allowed on reasonable basis at the rates decided by NBT. Only printing rates shall be applicable if paper is available and supplied by the NBT. At any point of time, NBT may take a decision to supply paper from their stock for any/all jobs.

24. NBT 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.

25. The tender form and other documents, if 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.

26. 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 NBT shall be final and binding.
27. Canvassing in any form shall be a dis-qualification and the NBT reserves the right to reject the tender of such printers.

28. Secrecy of contract document
   a. The Printer shall not, without the prior written consent of the NBT, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of NBT 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 NBT’s prior written consent make use of contract document or any information relating to the contract in any manner whatsoever.

29. Confidentiality of information
   All data obtained by Printer from NBT during and after completion of its obligations contained herein shall remain the property of NBT and treated as confidential and should not be divulged by the Printer or his employees and affiliates to any third party other than the NBT’s personnel. This obligation of Printer shall prevail even after termination of contract. The Printer shall keep NBT 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”.

30. The National Book Trust, India 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.

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

32. 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.

   Award of contract shall be within the sole discretion of NBT. The NBT is not bound to award the contract on the basis of bids received. It shall be open to the NBT not to accept any bid and to abandon the contract without disclosing any reason. The NBT reserves the right to reject or accept whole or any part of the tender. The interest of the NBT 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 NBT on the tender contract shall be final and binding on the tenderer/contractor.

33. Earnest Money:
   1. Earnest money of the unsuccessful tenderers shall be refunded at the earliest.
   2. No interest shall be paid on Earnest money.
   3. Earnest money shall stand forfeited, if the successful tenderer fails to execute the contract.
34. **Security Deposit:**

a) The Security Deposit can be forfeited by the order of the Director, NBT 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, NBT sufficient to cover an incorrect or excess payment made on the bills of the printer, shall be retained by the NBT until the final settlement is made on the account of the bills.

b) The security deposit shall be released by the NBT only after successful completion of the contract period.

The NBT 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.

35. **Other Conditions:**

1. The printer shall not entrust the work or any portion thereof to any other unauthorised party.
2. No extra charges for minor corrections/alterations will be allowed.
3. CD’s and films of books shall be the property of NBT. The printer shall return them to the NBT at the time of delivery of printed books.
4. The printer shall required to submit the complete soft copy of final document of text, plate and cover to NBT.

36. **CHECK LIST** - The tenderers should ensure the following before the submission of tender.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Documents/information</th>
<th>Yes</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TECHNICAL BID</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Fulfill the minimum criteria of machinery and equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Signed each and every page of Tender: term and conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Enclosed each and every page of Application form duly filled in (Annexure-A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Enclosed DD/pay order of Rs. 50,000/- (EMD)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Enclosed DD/pay order of Rs.2000/- towards cost of tender, if the application is downloaded from the website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Enclosed copy of PAN number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Enclosed copy of TIN number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Enclosed certificate of press registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Copy of Balance sheet</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FINANCIAL BID</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Enclosed schedule of rates for offset printing duly filled in (Annexure-B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Enclosed schedule of rates for paper duly filled in (Annexure-C)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Printers should fill-in the tender and provide the essential documents as shown above i.e. 9 in the technical bid and 2 in the financial bid. They should clearly mark either **YES** or **NO** for each item. Printers not fulfilling or not providing documents in respect of any of the above stated 11 items shall not be considered and their tender shall be rejected.
Application form for Enlistment 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: ________________________________

4. Telephone Numbers ______________________________

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 ________________________
13. Distance of Press from the office of NBT at Vasant Kunj (in Kms.)

14. Date of Establishment of Press

15. PAN No. issued by Income Tax Deptt.

16. TIN No. issued by Sale Tax Deptt.

17. Does any case pending under the Copyright Act?

18. Has printer been black listed by any government organization.

## Machines and other equipments

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Machines/equipment</th>
<th>Number of Machines</th>
<th>Size</th>
<th>Company name</th>
<th>Year of make</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ESSENTIAL CRITERIA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Computers (DTP System)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Scanner (Drum or Flat-bed)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Computer to Plate (CTP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Colour printer or any other proofing machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Offset Printing machines</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 - colour (1998 or latest)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Size 20”X30” or bigger</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 or 2 – colour (any)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum Size 23”X36” or bigger</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Folding machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Section Sewing machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Perfect Binding machine (6 clamps)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Paper cutting machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Thermal Lamination machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Shrink packing machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Generator</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>OPTIONAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Image setter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>3-Knife trimmer machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Gathering machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Flow Line machine with facility of gathering, stitching and 3 side trimmer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Case making machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Hard case line machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ANY OTHER MACHINES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
19) **Additional information, if any**

Affix self attested Colour Photo of Authorised Signatory of Firm

SIGNATURE_____________________
NAME__________________________
DESIGNATION___________________
DATE:__________________________
Telephone No.___________________
Email: __________________________
Fax: ___________________________
STAMP:_________________________
A) SCANNING:
1. Scanning from Art Work/Bromide/TP's = Rs.____ per sq. inch/per colour (negative or positive)
2. Output from Image Setter from CD/Pen drive etc. = Rs.____ per sq. inch/per colour (negative or positive); (without scanning & planning)
   a) 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)
1. Negatives making = Rs.__________ per sq. inch/per colour
2. Positives making = Rs.__________ per sq. inch/per colour
   a) Minimum area for processing = 16 sq. inch/per colour
   b) ¼" extra would be allowed on all four sides of print area:
   c) Pages less than half would be treated as half page and pages more than half page would be treated as full page

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

<table>
<thead>
<tr>
<th>Size</th>
<th>Surface Plates</th>
<th>P.S. Plates</th>
<th>CTP Plates</th>
</tr>
</thead>
<tbody>
<tr>
<td>23&quot;x36&quot;/26&quot;x34&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20&quot;x30&quot;/20&quot;x26&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18&quot;x23&quot;/17&quot;x26&quot;/cover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15&quot;x20&quot;/13&quot;x20&quot;/cover</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D) PRINTING: (Rate in Rs. per colour)

<table>
<thead>
<tr>
<th>Size</th>
<th>SINGLE COLOUR (B/W)*</th>
<th>FOUR COLOUR (Rate per colour)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Upto 1000 copies</td>
<td>Additional Per 1000 copies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>above 10,000 copies</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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:

<table>
<thead>
<tr>
<th>Size</th>
<th>Centre Stitching</th>
<th>Section Sewing</th>
<th>Hard bound</th>
<th>Perfect Binding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Rate in Rs. Per 1000 copies)</td>
<td>(Rate in Rs. Per 1000 copies)</td>
<td>(in Rs.)</td>
<td>(including folding/gathering)</td>
</tr>
<tr>
<td></td>
<td>a. 16 pages forme (folding/gathering)</td>
<td>a. 16 pages forme (folding/gathering/sewing)</td>
<td>i) Case Making per copy with cloth (in Rs.)</td>
<td>a. Rates per copy upto 100 pages</td>
</tr>
<tr>
<td></td>
<td>b. 8/4 pages forme</td>
<td>b. 8/4/2 pages forme</td>
<td>ii)Case Making per copy without cloth (in Rs.)</td>
<td>b. Rates per copy per additional 16/8/4 page form</td>
</tr>
<tr>
<td></td>
<td>c. Cover Creasing &amp; Stitching</td>
<td>c. Pasting of Cover on perfect binding machine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

G) CARTAGE FOR COLLECTION OF PAPER:

<table>
<thead>
<tr>
<th>Size</th>
<th>1. Upto 200 Kg (min charges) = Rs.____</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. 201-1000 Kg = Rs.____ / Per Kg.</td>
</tr>
<tr>
<td></td>
<td>3. 1001 – 3500 Kg = Rs.____ / Per Kg.</td>
</tr>
<tr>
<td></td>
<td>4. 3501 Kg. &amp; above upto 9000 kg = Rs.____ per vehicle</td>
</tr>
</tbody>
</table>

(Cartage would be applicable if paper is supplied by NBT)

H) PACKING AND FORWARDING: (Rate Per 1000 copies)

<table>
<thead>
<tr>
<th>Size</th>
<th>1. Upto 160 Pages = Rs.____</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Above 160 Pages = Rs.____</td>
</tr>
<tr>
<td></td>
<td>3. Minimum Charges = Rs.____</td>
</tr>
<tr>
<td></td>
<td>4. For miscellaneous jobs rates to be allowed on reasonable basis</td>
</tr>
</tbody>
</table>

Books to be packed in craft/shrink wrap film of 10 Micron Upto 64 pages – packet of 15 books
   Upto 160 pages – packet of 10 books
   Above 160 pages – packet of 5 books
ANNEXURE-C

Rates for paper and card
to be used for the NBT books/miscellaneous jobs

Printers shall ensure to use good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness.

<table>
<thead>
<tr>
<th>Sno</th>
<th>Quality of paper</th>
<th>Basic rate per KG</th>
<th>VAT/ST any govt levi</th>
<th>Net rate per KG</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>White maplitho</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Super printing paper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>High bulk paper--white</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>High bulk paper—Natural Shade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Matt Art paper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Matt Art card</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Gloss Art paper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Gloss Art card</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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 VAT/ST may be mentioned separately. The increase or decrease in the VAT/ST shall be applicable. The final Net rate/kg would be considered. The rates quoted in any other form shall not be considered.

- The paper rates approved by the Trust would be applicable for a period of 1-year or till the rate is revised by the NBT. No hike/revision of rates will be entertained during the validity period. For the revision of paper rates after a period of 1-year, quotations shall be invited from the enlisted printers.

- Printers shall submit a paper consumption certificate along with the bill in the format given on next page. 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.
# Paper consumption certificate

(To be submitted by the printer along with the bill)

1. Name of Title
2. Size
3. Printrun
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 of the press
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 of the printers of NBT, 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 are 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 security money in the form of DD/Pay order of Rs.1,00,000 in favour of National Book Trust, India payable at Delhi/New Delhi. Security money will remain with NBT till your press exists on the panel of NBT 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 NBT.

Yours faithfully

NATIONAL BOOK TRUST, INDIA
ANNEXURE - E

FORMAT OF LETTER CONFIRMING ACCEPTANCE OF RATES OFFERED BY NBT

The Director
National Book Trust, India
Nehru Bhawan
5 Institutional Area
Vasant Kunj, Phase II
New Delhi 110 070

Ref: NBT’s letter no…………………. dated …………………

Sirs,

1. I/We hereby confirm our unconditional acceptance of the schedule of rates offered by NBT 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.1,00,000 no…………………. dated………………….drawn on …………………………………………………… in favour of National Book Trust, India, payable at Delhi/New Delhi is enclosed as Security Money.

3. I/We accept that the Security Money (Rs.1,00,000) shall remain with the NBT till the name of the firm exists on the panel of NBT Offset Printers. No interest on 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 NBT.

Yours faithfully

Signature of the Authorised Signatory

with stamp
Agreement for the enlistment of Printers for printing with paper

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 Book Trust, India (hereinafter called the NBT, 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 NBT for printing (including binding) of books and miscellaneous jobs with paper (hereinafter called the WORK) and has represented to the NBT 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 NBT
1. The terms and conditions of this agreement shall be applicable for all jobs, which will be assigned by the NBT, 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 up to 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 stocks of books shall be supplied in proper packing at the sales godown at Vasant Kunj. The printer shall arrange the required quantity/quality of paper/card on their own on 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 1100 to 10,100 copies or more. The bulk orders are supposed to be completed within a period of 30 to 60 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 NBT. The bulk supplies duly incorporating the corrections or improvement, if suggested by the NBT, shall be delivered to the NBT godown. The quality of the bulk stock must conform to the advance copies approved by the NBT. In case of any error or defects noticed in the finished books, the necessary rectification must be carried out at the own cost of the printer. Any deviation from the approved advance copy or any delay in completion of job or non-completion will be seriously viewed and the decision of the Director, NBT 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 and the quality of paper. The quality of paper used by the printer in the bulk stock must conform to the advance copy approved by the NBT. The NBT 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 whole work shall be reprinted at the own cost of printer on priority within the given time schedule failing which the NBT 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, NBT 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 NBT which decision shall be final. Only printing rates shall be applicable if paper is available and supplied by the NBT.
8. The NBT shall have the right to enter into the premises of enlisted printer at any time for inspection of the printer's works to physically verify the progress of assigned jobs. The printer shall extend full cooperation to facilitate the inspection and answer the queries of the officials of NBT.

9. Printer shall be responsible for all taxes, duties and license fee etc. on their own. Only VAT shall be paid by the NBT 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, NBT or person duly authorized by Director, NBT.

11. On completion of the job, the PRINTER shall return to the NBT, manuscript, press copy, art work, positives, negatives, CDs, etc. supplied by the NBT or prepared by the PRINTER at the cost of the NBT.

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 60 to 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 NBT.

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. NBT 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, NBT may consider to accept the stock after imposing appropriate penalties @ 1% per parameter or as decided by the Director, National Book Trust, 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 NBT 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 specifications 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 NBT.

15. NBT reserves the right to carry out a post payment audit of the printer's bill including all supporting vouchers. NBT 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 NBT 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 press 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 NBT official well in time as to avoid any transfer or misuse of the same to give any scope of pirating the NBT publication. Legal action would be initiated against the concerned persons/printer found to be involved in the process of piracy of NBT 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, NBT 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 NBT, or if the quantity of the WORK supplied by the PRINTER is found to be short, the NBT shall have the right to recover from the PRINTER, the value of material and the WORK, at rates fixed by the NBT. 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 the 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 NBT. If, however, the error/defect is of the kind which cannot be rectified, the NBT 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 NBT in this regard shall be final and binding.

21. Subject to the Clause 7, in the event of the PRINTER failing to
(a) abide by any of the conditions laid down in this agreement and/or
(b) execute the job according to the specifications given in the work order, to the satisfaction of and within the time limit fixed by the NBT, the NBT shall, if it so desires, rejects the WORK and either
(i) permit the PRINTER to reprint the WORK within such time as the NBT 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 NBT

22. (a) If the completion of the job is delayed by the PRINTER, the NBT shall impose suitable penalty (fixed by the NBT 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 which were beyond the control of the PRINTER, the NBT if satisfied, decision of NBT 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 NBT in writing within 3 days from the happening of such incident and seek confirmation in writing from NBT of such 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 NBT’s godown as per the deadline for whatsoever reasons, the NBT 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 offset 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 is unable to accept and execute the assigned printing job as per the specifications and time limit.
   (c) serious shortcoming & defects are found in executed jobs.
   (d) the Printer do not accept or agree to the approved schedule of rate.
   (e) the Printer shift his works somewhere else or removes its plant and machinery without prior intimation to the NBT 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 registered and furnish a copy of the Partnership Deed to NBT and will undertake that no new or further partners shall be introduced or removed or retire without the consent of NBT. 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 NBT. If any partner or printer commit breach of any of the condition, it shall be lawful for the NBT to cancel the agreement apart from other remedies available to NBT.

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, NBT 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

For and on behalf of
NATIONAL BOOK TRUST, INDIA

THE NBT

Signature_________________________________           Signature___________________________
Name________________________________           Name______________________________
Address______________________________           Address____________________________

In the presence of:

1. Signature___________________________           1. Signature________________________
Name______________________________                Name __________________________
Address____________________________                Address ________________________

2. Signature___________________________           2. Signature________________________
Name______________________________                Name __________________________
Address____________________________                Address ________________________

(Sign on all the pages)