



# INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## TENDER DOCUMENT

**FOR EMPLANELMENT OF OFFSET PRINTERS**  
(in Coimbatore and adjoining Districts of Tamil Nadu & Pondicherry)

**Tender Closing Date and Time : 5<sup>th</sup> October 2015 05.00 PM**

**Tender Opening Date and Time : 6<sup>th</sup> October 2015 11.00 AM**

**Please Note:**

Fill and Return both Annexure III (Technical Bid with EMD) & Annexure IV (Commercial Bid) (in separate covers).

**Southern Zone Regional Printing Centre  
Dr. GRD College of Education Campus  
Muthugoundanpudur  
Coimbatore – 641406, India**

To

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**Subject: Tender Document for Empanelment of Offset Printers**

Dear Sir,

With reference to our Advt/Tender for Empanelment of Offset Printers dated 4<sup>th</sup> September, 2015 on the subject cited above, please find enclosed.

- |  |   |                     |
|--|---|---------------------|
| (1) Eligibility Conditions                                       | - | Annexure-I          |
| (2) Main Terms and Conditions for Empanelment of Offset Printers | - | Annexure-II         |
| <b>(3) Technical Bid</b>   | - | <b>Annexure-III</b> |
| <b>(4) Rates of Offset Printing (Commercial Bid)</b>             | - | <b>Annexure-IV</b>  |
| (5) General Conditions of Contract                               | - | Annexure-V          |
| (6) Agreement  | - | Annexure-VI         |
| (7) Bank Guarantee Proforma                                      | - | Annexure-VII        |

Kindly fill-in the details in **Annexure-III & Annexure-IV** and submit the same to this Office latest by 5<sup>th</sup> October, 2015 at 5.00 pm through separate sealed covers (1) Technical Bid (2) Commercial Bid as indicated in Main Terms and conditions.

**Annexure-V, VI and VII are required to be submitted only by the successful tenderers.**

On the basis of assessment of your production capacity and infrastructure, you will be empanelled with the university. Please note that the rates offered shall be valid for a minimum period of three years. Only those Offset printers shall be considered for Empanelment, who fulfill the eligibility criteria as mentioned in Annexure-I and possess the desired equipments/machineries and infrastructures, agree to abide by main terms and conditions for empanelment as contained in Annexure-II, furnish complete details as desired in Annexure-III and can do printing jobs as per terms and conditions prescribed by the University from time to time.

- Please enclose the documents as per the Check-list given at the end of this tender document.
- All enclosures to be enclosed are underlined for the sake of convenience.

**Yours sincerely**

**Dr. S. Ganesan**  
**Nodal Officer**  
**IGNOU-SZRPC, Coimbatore**

## ELIGIBILITY CONDITIONS

Essential Facilities	
Printing Machines*	Minimum two single colour machines of size not less than 18"x23".  However, rates would be payable for 8 pages plate-making / printing of 23"x36" / 24"x34" size machines only for the IGNOU paper size of 24"x34".
Plate making	Should be available in-house.
Binding Arrangement	Should be available in-house.
Storage Facility	Should be available in-house to store at least 1000 reams of paper (500 Sq.ft)
Desirable Facilities	
Processing Facility	Facility with Scanner, Camera and Contact Frame etc.
DTP unit	With facilities of Coral Draw, Photoshop etc.
Power Backup	Generator set capable of running minimum printing activity during power cut situations
Image Setter	Image setter and similar facilities.

\* However, IGNOU reserves the right to also consider printers with perfector machine in place of single colour machine, if there are not sufficient printers (TEN) who meet the criteria.

**Note:**

- The eligibility conditions mentioned in the tender document will be verified by the visiting Inspection Committee.
- All Facilities / machineries must be the property of the applying press and bills / documents thereof will be verified during the physical verification by the Committee of IGNOU officials. Hence, printer may keep them ready when the Committee visits the premises of the printer. If old bills pertaining to machineries are not readily available, the printers, claiming the ownership of machineries, have to give affidavit thereof.
- Not providing adequate information about the eligibility condition, desirable conditions will lead to disqualification of the bidder.



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
MAIDAN GARHI, NEW DELHI-110068**

**Southern Zone Regional Open University, Coimbatore – 641 406**

**MAIN TERMS AND CONDITIONS FOR EMPANELMENT OF OFFSET PRINTERS**

The Main Terms and Conditions for Empanelment of Offset Printers are as follows:

1. Interested eligible, tenderers may obtain the Tender Form, from the office of the Nodal Officer, Southern Zone Regional Printing Centre, Dr.GRD College of Education, Muthugoundenpudur, Sulur(VIA), Coimbatore – 641 406 from **4-09-2015 to 5-10-2015** between **10.00 A.M to 05.00 PM** on all working days by paying a (non-refundable) fee of **Rs.1000/-** by way of **Demand Draft** in favour of **IGNOU-SZRPC** payable at **Coimbatore**. The tender document can also be downloaded from IGNOU's Website [www.ignou.ac.in](http://www.ignou.ac.in) by paying a non refundable amount of Rs.1000/- by way of Demand Draft at the time of submission of the Bid Document. Tender documents will be posted, if expressly so desired, at the risk of prospective tenderer, on payment of a fee of Rs.1000/- and Rs.200/- towards postal charges. **The fees and the postal charges, where applicable, may be paid by way of a Demand Draft in favour of the IGNOU – SZRPC payable at Coimbatore.**

2. Tender complete in all respects, in a sealed cover enclosing the sealed Technical Bid (**Annexure-III**) separately in a sealed cover super-scribing "Technical Bid" and another separate cover of Commercial Bid (**Annexure – IV**) super-scribing "Commercial Bid" must be received by the Nodal Officer, IGNOU Southern Zone Regional Printing Centre, Coimbatore, latest by **05.00 P.M on 5<sup>th</sup> October** super-scribing type of bid on the envelope. All the Technical Bids received within the stipulated time will be opened in the presence of tenderers or their authorized representatives, who may choose to attend the opening of tenders at **11.00 A.M on 6<sup>th</sup> October 2015**.

The commercial Bids will be opened on a later date. It will not be opened for those tenderers whose Technical Bid does not fulfill the requirements of tender document.

The decision of the "Vice Chancellor, IGNOU" shall be final and binding with regard to opening of the Technical and Commercial Bids.

3. (a) The rates must be quoted in words and figures. In case of difference in words and figures of the rates offered, rates quoted in words shall be considered as binding. The tender must be signed by a person duly authorized to bind the tenderers to the Contract. Proof of authorization shall be furnished in the form of "Attested photograph pasted on Technical Bid" which shall accompany the tender.

(b) Please note that rates would be payable for 8 pages plate-making/printing of 23" x 36" / 24" x 34" size machines only for the IGNOU paper size of 24" x 34"

#### 4. ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF TENDERERS :

No tender shall be considered valid if:

- (a) List of details of the number of books/publications printed by firm during the previous year are not attached.
  - (b) (i) **The tender document has been photocopied or has not been purchased by the tenderer from the office of the Nodal officer, IGNOU Southern Zone Regional Printing Centre, Coimbatore.**  
  
(ii) The tender document has been downloaded by the Tenderer from IGNOU's website but not accompanied by demand draft of Rs.1000/- (Non-refundable).
  - (c) Not submitted in prescribed tender form and not accompanied with **earnest money of Rs.50,000/- (Rupees Fifty thousand only) by Bank Draft in favour of "IGNOU". The earnest money must be accompanied with Technical Bid only.**
  - (d) The tender is conditional and inconsistent with the terms and conditions of the contract given with this document.
  - (e) Printing rates are not quoted according to the units indicated in the annexed tender form.
  - (f) The tenderer submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
  - (g) Tender is received after the deadline for submission of bid.
  - (h) Tender if not accompanied with five different publications printed recently, duly signed and stamped with address on each sample by the tenderer.
  - (i) **Bid Document:** The tenderer is expected to examine carefully all instructions, conditions, Tender form, Appendix to tender form, Proforma agreement, specifications, Annexure, Schedules etc. in the tender document. Failure to comply with the requirements of tender submission will be at the tenderers risk and Indira Gandhi National Open University shall not be liable for any damages/claims arisen thereof. Tenders, which are not substantially responsive to the requirements of the tender documents, will be rejected.
5. The Printing Press shall have to adhere to the time schedule. Non-adherence of time schedule may cause the firm depanelment and such similar consequences along with forfeiture of security deposit.
  6. Before empanelment of the Printing Press, the University reserves the right to physically inspect the printing unit/factory to ensure its infrastructure, machines, quality assurance, equipments and production capacity etc. After ensuring the same the firm shall be considered for empanelment.

**7. EARNEST MONEY :**

Earnest Money Deposit (EMD) amount of **Rs.50,000/- (Rupees Fifty Thousand only)** shall be submitted along with quotation in the form of Demand Draft, Bankers cheque/ FDR from any commercial bank in favour of **IGNOU** payable at **Coimbatore**.

(i) Earnest money of the successful tenderer shall be adjusted against the security deposit.

(ii) Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible.

(iii) No interest shall be paid on Earnest Money.

(iv) **Earnest money shall stand forfeited**

(a) If the bid is withdrawn at any time before the validity period, or

(b) If the successful tenderer fails to execute the contract and/or does not deposit the security amount within the stipulated period.

(c) If the firm, in inspection, is found to have furnished wrong information regarding infrastructure etc. in the tender document.

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

**9. SECURITY DEPOSIT of Rs. 1,00,000/- (Rupees One Lakh only)** in the form of Bank Draft in favour of **IGNOU** should be furnished.

(a) The Security Deposit can be forfeited under the order of the Vice-Chancellor, IGNOU, 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 Vice-Chancellor, IGNOU, sufficient to cover an incorrect or excess payment made on the bills of the printer, shall be retained by the University until the final audit report on the account of the bill had been received and examined.

(b) Any sum of the money due and payable to the printers including Security Deposit refunded to him/them under this Contract may be appropriated by the IGNOU and set off against any claim of IGNOU in respect of any sum of money arising out of under any other Contract(s) made by the Printer with the IGNOU and for such purpose, the IGNOU shall be entitled to realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as IGNOU may think fit.

(c) The security deposit shall be released by the University only after completion of the contract period.

**10. Performance Security Deposit:** The successful tenderer should furnish Performance Security Deposit in the form of Bank Guarantee/Demand Draft/FDR for **Rs.3,00,000/- (Rupees Three Lakhs only)** in favour of **IGNOU**, against the printing paper that may be issued to the tenderer from time to time by the University. This has to be obtained from nationalized banks or banks floated by public financial institutions (such as HDFC, ICICI, UTI Bank, IDBI Bank etc.). Validity of the Performance Security Deposit may be kept as 3(Three) years + 2 (Two) months.

- 11. Insurance Coverage:** The printer will be required to give a comprehensive insurance policy cover for the paper/materials issued to him/them against the contract for an amount of Rs.3,00,000/- (Rupees three lakhs only) covering the cost of paper/materials in favour of IGNOU.
- 12.** The University reserves its right to take any such action(s) as may deemed fit against the printer in case of failure on the part of the printer for fulfilling the contract apart from forfeiture of earnest money/security deposits.
- 13.** Acceptance of offer will be communicated in writing by letter or by formal “Acceptance of Tender”. In case, acceptance is communicated by telegram or Express Letter, formal “Acceptance of Tender” will follow in due course and in the meanwhile, the tenderer will act upon the instruction contained in the Telegram/Express Letter where the successful printers have also to execute an agreement as per Annexure VII on a Rs.100/- non-judicial stamp paper.
- 14. INCOME TAX RETURNS:** The successful tenderer will have to necessarily furnish a copy of Income-Tax Return from the Income-Tax Office for the last Three financial year duly attested. The firm should also furnish Profit and Loss account and Balance Sheet audited by a Chartered Accountant for the last 3 years.
- 15.** The rates quoted and accepted shall remain firm, valid and not subject to any change on whatever grounds for a period of three years from the date of acceptance of the Contract.
- 16. EMPANELMENT AND CONTRACT PERIOD:** The Empanelment and Contract (as also the schedule of rates finalized) would be initially for a period / term of three years. The same may be extended further by 1-3 years at the sole discretion of IGNOU.
- 17. A list of clients of the firm under Government Department/PSU/Undertakings along with an undertaking that the firm has not been black-listed by any Government Department/ PSU/ Undertakings may also be furnished.**

**Nodal Officer  
IGNOU - SZRPC  
Coimbatore**

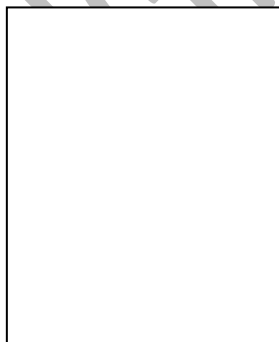


## INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## TECHNICAL BID

## (I) To Be Filled by Offset Printers Applying for Empanelment

	Cost of the Form (Enclose the DD)	Rs.1000/- DD No: _____ Date : _____ Bank : _____
(1)	Mention Number of Printing Machines available:(Provide details at Page No. 13)	
(2)	Mention Allied facilities and equipments available regarding processing, plate-making, binding and finishing etc.	
(3)	Mention clearly whether you have your own DTP composing unit. If yes, give the details of hardware and software available.  If No, please state whether you have tie-up with an outside agency.	Yes <input type="checkbox"/> No <input type="checkbox"/>
(4)	Can you store our stock of at least 1000 reams paper free of charge in your premises?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(5)	Give brief description regarding your establishment and clients. (Attach sheet)	
(6)	Submit five specimens each printed by you in black and white as well as in four Colour with the print line to assess the quality of work done by you	Enclosed : Yes <input type="checkbox"/> No <input type="checkbox"/>
(7)	EMD Details (Enclose the DD)	Rs.50,000/- DD. No: _____ Date : _____ Bank : _____



Photograph (Self Attested)

**Printer's Signature with Rubber Stamp and Self Attested Photograph**Signature .....  
(With Date)

Name : .....

(Associated with the Press as

Owner/Director/Partner) .....

Seal .....



## Application Form for Empanelment of Offset Printers

### GENERAL INFORMATION

1.	Name of the Press	
2.	Full address with Telephone, mobile, fax number and Email	
	(a) Head/Regd. Office	
	(b) Branch Office, (if any)	
	(c) Address of Press premises	
3.	No. of Units of the press	
4.	Constitution of the Press	
	(a) Proprietorship/ Partnership/Pvt.Ltd/ Ltd. Company	
	(b) Name(s) of the Owner/Partners/Directors	
	(c) Name and designation of the Person managing the Printing Press	
5.	Location: Residential/Commercial/Industrial/Municipal/None.	
	<b>UNIT- I :</b>	
	Belongs to the owner of the Press	Yes <input type="checkbox"/> No <input type="checkbox"/>
	On lease / rent	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Total Covered area	Sft.
	Storage space	Sft.
	<b>UNIT- II :</b>	
	Belongs to the owner of the Press	Yes <input type="checkbox"/> No <input type="checkbox"/>
On lease / rent	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Total Covered area	Sft.	
Storage space	Sft.	

6. Date of Establishment :
7. Is the Press registered under :  
(Attach photocopy)  
 (a) With DM :  
 (b) Under SSI :  
 (c) Shop and establishment Act :  
 (d) Under any other Act :  
(Please specify)
8. Name and address of the bankers :  
 stating the name in which the  
 account stands.
9. Permanent Account No.  
(Attach attested copy of latest IT Return):
10. Is the firm insured against fire, : Yes  No   
 theft, burglary, riots etc.? Rs.  
 If so, please state the amount for which Name of the Ins. Co.:  
 Insured, the name of insurance Policy No.:  
 company and the policy number
11. State Tax Registration No. : \_\_\_\_\_ (enclose copy)
12. CST Registration No : \_\_\_\_\_ (enclose copy)
13. Total number of employees  
 Unit – I : Regular  Casual  Contractual   
 Unit – II : Regular  Casual  Contractual
14. No. of shifts and shift-timings :
15. Godown facility available with size(sft.) :
16. Total Power Connection :  
(Enclose copy of sanction)
17. Alternate Power Arrangement :  
(during power failure)

18. Give Names and Addresses of Three reputed clients of Govt. /Semi Govt. /Autonomous Organization : (a) \_\_\_\_\_  
 (Enclose copy of recent orders) (b) \_\_\_\_\_  
 (c) \_\_\_\_\_

19. Any other information which you consider necessary to furnish in support of your application (Attach separate sheet, if necessary) :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Certified that :

1. We have read the terms and conditions, governing the printing work of the IGNOU, as given in **Annexure V** and hereby agree to abide them.
2. The information provided by us in **Annexure-III** regarding the detail of equipments and manpower is correct and if the information found by the Inspection Team of your office to be incorrect shall lead to the cancellation / rejection or removal of our firm from your panel.
3. Ownership documents of the printing machines as per eligibility conditions (Photocopies) are enclosed with Annexure-III i.e. Technical Bid.

Signature: .....  
 (With Date)

Name : .....

Seal : .....

**Note:** All photocopies attached with this document should be self-attested with seal.

**(II) Details of Equipments and Machines**

**A. : Process Department (Desirable)**

Sl. No	Particulars	Make & Model	Size	Number of Machines
1.	Scanner(s)			
2.	Camera(s)			
3.	Contact Frames(s)			

**B. : Plate Making : Surface/Deep etch/P.S/CTP**

Sl. No	Particulars	Make & Model	Size	Number of Machines
1.	Pasting Table (s)			
2.	Printing Down Frame (s)			

**Above machines are Installed at : Address :** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone :** \_\_\_\_\_

**Contact Person (Name)** \_\_\_\_\_

**(III) Details of Offset Printing Machines Installed at Unit - 1**

(A) Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos. \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Name)

<b>FOUR COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams

<b>SINGLE COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams
4.						Reams

<b>TWO COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams
3.						Reams
4.						

<b>DETAILS OF PERFECTOR MACHINES, IF ANY</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams

Please enclose documentary evidence for the above machines.

If more than one unit is available only, provide the details of Unit II.

**(B) Offset Printing Machines Installed at Unit 2(if applicable)**(A) Address Unit – 2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Nos. \_\_\_\_\_

Contact Person \_\_\_\_\_

<b>FOUR COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams

<b>TWO COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams
3.						Reams

<b>SINGLE COLOUR SHEET FED OFFSET PRINTING MACHINES</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams
3.						Reams
4.						

<b>DETAILS OF PERFECTOR MACHINES, IF ANY</b>						
<b>Sl. No</b>	<b>Size</b>	<b>Make &amp; Model</b>	<b>Maximum Sheet size</b>	<b>Minimum Sheet size</b>	<b>Speed per hour</b>	<b>Output in One shift</b>
1.						Reams
2.						Reams

Please enclose documentary evidence for the above machines.

Number of Machine Operators	Unit-1 :	+	Unit-2	=	
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Number of Supervisory Staff in Printing Machines :	Unit-1 :	+	Unit-2	=	
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Output in single shift of 8 hours on

(a) Four Colour Machine : \_\_\_\_\_ Reams printed on both sides

(b) Two Colour Machine : \_\_\_\_\_ Reams printed on both sides

(c) Single Colour Machine : \_\_\_\_\_ Reams printed on both sides

**(IV) Binding and Warehousing Department (Unit-1 & 2)**

	Type of Machine	Size	Number of Machines
(a)	Cutting Machines		
	(I) Single side cutter		
	(II) Three side cutter		
(b)	Book sewing Machines		
(c)	Stitching Machines		
	(i) Single stapler		
	(ii) Double stapler		
(d)	Folding Machines		
(e)	Perforating Machines		
(f)	Perfect Binding Machines		
(g)	Punching Machines		
(h)	Shrink Packing Machine, if any.		
(i)	Lamination Machines		

**(V.a)- Any other facility available like Laser Composing, Designing, spiral binding etc.**

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**(V.b). No. of staff employed :**

Regular	:	<input type="text"/>
Casual	:	<input type="text"/>
Contractual	:	<input type="text"/>

**DECLARATION**

I hereby state that the information given above in the application form are true to the best of my knowledge and belief.

Signature: .....

Name : .....

Seal : .....

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY****SCHEDULE OF RATES FOR OFFSET PRINTING  
(For Southern Zone Regional Printing Centre)****Processing:**

**Note:** The positives / negatives will be the property of IGNOU and complete set of page positives of each colour (stripped positives or pieces of positives will not be accepted) of complete text and cover duly pasted in a printed copy of publication and interleaved are to be returned to IGNOU, immediately after the completion of the job and challan of the same will be submitted with the bill(s). The  $\frac{1}{4}$ " extra film would be given on all four side of print area.

**A) Processing of text & line drawings**

1. Negative making = Rs.  per colour / per sq.inch
2. Positive making = Rs.  per colour / per sq.inch
3. Outputting from image setter from the matter in CD/Pen drive  
Negatives = Rs.  per colour / per sq.inch  
Positives = Rs.  per colour / per sq.inch

**B) Scanning / planning**

1. Scanning/planning from Hard Copy of art work/photo provided=Rs.  per colour/per sq.inch
2. Scanning/planning from CDs/pen drive etc. Rs.  per colour/per sq.inch

**PLATE MAKING: (Rate in Rs. per plate/per colour)**

SIZES	Surface Plate (Rs.)	Deep Etch Plate (Rs.)	P.S.Plate (Rs.)	CTP Plate (Rs.)
<b>(A) Text</b>				
24"x34" or 23"x36"				
17"x 24" or 18"x 23" or 20" x 30"				
12" x 17" or 11 $\frac{1}{2}$ " x 18" or 15" x 20"				
8 $\frac{1}{2}$ " x 12" or 9" x 11 $\frac{1}{2}$ " or 10" x 15"				
<b>(B) Cover</b>				
12" x 17" or 11 $\frac{1}{2}$ " x 18" or 15" x 20"				
8 $\frac{1}{2}$ " x 12" or 9" x 11 $\frac{1}{2}$ " or 10" x 15"				

**PRINTING: A(Printing of text colour/per side)**

ITEM	Rate for first 1000 copies or part thereof (Rs.)	Rate per additional 1000 copies upto 4000 copies (Rs.)	Rate for 5000 copies (Rs.)	Rate per additional 1000 copies upto 9000 copies) (Rs.)	Rate for 10000 Copies (Rs.)	Rate per additional 1000 copies upto 24000 copies (Rs.)	Rate for 25000 copies (Rs.)	Rate per additional 1000 copies beyond 25000 copies (Rs.)
24"x34" or 23"x36"								
17"x 24" or 18"x 23" or 20" x 30"								
12" x 17" or 11 <sup>1</sup> / <sub>2</sub> " x 18" or 15" x 20"								
8 <sup>1</sup> / <sub>2</sub> " x 12" or 9" x 11 <sup>1</sup> / <sub>2</sub> " or 10" x 15"								
<b>Cover Printing</b>								
12" x 17" or 11 <sup>1</sup> / <sub>2</sub> " x 18" or 15" x 20"								
8 <sup>1</sup> / <sub>2</sub> " x 12" or 9" x 11 <sup>1</sup> / <sub>2</sub> " or 10" x 15"								

**(B) Printing of text in four colour/overseas Publication/ on Art paper (Extra % over and above rates per colour/per side)**

- 1) Extra % for printing on Art Paper
- 2) Extra % for printing in 4 colour

## BINDING AND WAREHOUSING

### Centre or Side Stitching :

Folding, gathering, collating, centrally stitched or side stitched by wire, at two places, cover creased and pasted/pinned at spine and cut-flush.

		Rate per 1000 copies	
		A-4 Size (Rs.)	A-5 Size (Rs.)
i.	Per forme of 16 pp		
ii.	Per forme of 8 pp		
iii.	Per forme of 4 pp		
iv.	Per forme of 2 pp (pasting or tipping-in with or without fields)		
v.	For cover (including creasing) Stitching/pasting		

### Perfect Binding :

Folding, gathering, collating of all text pages with cover drawn and glued along the spine without end paper and cut flush.

		Rate per 1000 copies	
		A-4 Size (Rs.)	A-5 Size (Rs.)
i.	Rate per copy upto 100 pages		
ii.	Rate per additional forme of 16 pages		
iii.	Rate per additional forme of 8 pages		
iv.	Rate per additional forme of 4 pages		
v.	Rate per additional forme of 2 pages		

## WAREHOUSING/STATIONERY JOBBING

		Rate (Rs.)
i.	Rule perforation/creasing charges per 1000 leaves	
ii.	Machine Hand Numbering charges per 1000 numbers/impressions	
iii.	Cover Lamination charges per sq.cm. Gloss: Rs. <input type="text"/> Matt Rs. <input type="text"/> Thermal Rs. <input type="text"/> UV Curing/cloating (spot laminations) Rs. <input type="text"/>	

### Allowance of wastage:

1.Upto 500 copies	5% per colour
2.501-1000 copies	2.5% per colour
3.1001-2000 copies	2% per colour
4.2001-5000 copies	1.5% per colour
5.5001 – and above	1% per colour



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

- 1. PARTIES:** The Parties to the Contract are the Printer and the IGNOU through the Registrar, Indira Gandhi National Open University.
- 2. ADDRESS OF THE PRINTER AND NOTICES AND COMMUNICATION ON BEHALF OF THE IGNOU:** For all purposes of the Contract, including arbitration thereunder, the address of the Printer mentioned in tender shall be the address to which all communications addressed to the Printer shall be sent, unless the Printer has notified a change of address by a separate letter containing no other communication and sent by registered post with acknowledgement due to the Registrar, Indira Gandhi National Open University. The Printer shall be solely responsible for the consequences of any omission or error in notifying the change of address in the manner aforesaid.
- 3. EXERCISE OF THE POWER OF THE IGNOU:** Any communication or notice on behalf of the IGNOU in relation to the Printer may be issued to the Printer either by registered post or under certificate of posting or by hand delivery against acknowledgement at the option of such officer and posting of the letter will be deemed to be served on the Printer.
- 4. RESPONSIBILITY OF THE PRINTER FOR EXECUTING THE CONTRACT:** The Printer shall execute the Contract in all respects in accordance with the terms and conditions thereof. The Printer shall print, bind and deliver the work in clear and legible type form and style and with other fit and proper materials in good and workman like manner, maintaining a high quality of production and by the process specified, and where a sample is supplied in accordance with the artwork of specifications. The IGNOU shall, however, be at liberty to accept the same subject to a reduction in rates, or on rectification of the error(s) or defect(s) by the Printer at their own cost, and to the satisfaction and within the time fixed by IGNOU. The decision of the IGNOU in this regard shall be final and binding on the printer. The supplies, if already made and delivered and if rejected by IGNOU will be removed by the printer at his expense. The IGNOU shall be under no liability whatsoever for the rejected supplies. If the rejected supplies are not removed by the printer within fifteen days from the date of rejection, the IGNOU may: (a) cause the same to be removed and charge the printer with all expenses incurred in such removal; or (b) sell or otherwise dispose them off on behalf of the printers at their risk and cost are responsibility and retain any amount released therefrom after paying expenses on sale (s) towards any sum due from the printers.
- 5. (a) Subletting Of Assignment:** The Printer shall not, save with the previous consent in writing of the IGNOU, sublet, transfer, or assign the Contract or any part thereof in any manner whatsoever to any third party.  
**(b) Change in a Firm:**
  - (i) If the Printer is a partnership firm, the firm shall furnish the Partnership Deed to IGNOU and undertake that no new partners shall be introduced in the firm during the term of the Contract, except with the previous consent, in writing of the IGNOU, which may be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all the liabilities incurred by the firm under the Contract from the date of commencement of Contract.

(ii) If on the death or retirement of any partner of the Printer from the said partnership firm is dissolved before the complete performance of the Contract, in such case the Printer shall have no claim whatsoever to any compensation against the IGNOU. However in case the Printer has failed to stand by its obligations as undertaken herein, IGNOU shall have a right recover all losses suffered on that account based on terms and conditions agreed to herein.

(iii) If the Contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement or death of a partner of the firm the remaining partners shall continue to remain liable under the Printer for acts of the firm until a copy of the public notice given by him under section – 3 of the Partnership Act has been sent by him to the IGNOU by registered post acknowledgement due.

**(c) Consequence of Breach:** Should the Printer or the Printer firm or any partner of the Printer firm commit breach of any or their of the conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the IGNOU to cancel the Contract and purchase or to authorize the purchase of the stores of printed material from any third party at the risk of and cost of the Printer and in that event the provisions of clause 16, as far as possible shall be applicable. The decision of the IGNOU as to any matter concerning or arising out of this Sub-Clause or on any question whether the Printer or the Printer firm or any of partners of the Printer firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Printer and the Printer will not raise any objection thereto at any point of time.

#### **6. PRECAUTIONARY MEASURES:**

(a) All jobs will be carried out with due regard to the economy in paper consumption as well as in production cost without any loss of clarity and efficiency.

(b) The Printer shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands. Care shall be taken to execute the work under security conditions. All proofs and trials and spare copies should be destroyed by burning in the presence of a responsible person of the press duly authorized by the IGNOU for the purpose. A certificate granted by the person authorized by the IGNOU and who was present on the occasion that these precautions were taken should be sent after the completion of the work.

**7. INFORMATION AS TO WORK IN HAND:** The Printer shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit any employee of the IGNOU connected with the work to inspect the printer's premises at all responsible times to verify the statements. The Printer shall give all assistance and information as may be required to do so by IGNOU and give detailed explanations of the cause of non-delivery of any work in arrear.

**8. RETURN OF ALL MATERIAL SUPPLIED TO PRESS BY IGNOU:** All material prepared by the printer (or provided to the printer) for the printing of any work entrusted to him by the Indira Gandhi National Open University such as photostat matter, all art work, negatives/positives of text and cover, negatives/positives of the transparencies and colour

illustrations, etc., shall remain the property of the IGNOU and shall be returned to IGNOU neatly and securely packed to prevent damage along with the original manuscripts and printed copies. The Printer shall ensure that no duplicate copies of the aforesaid materials are made or retained by any person/employee.

#### 9. PAPER/MATERIAL/SAFE CUSTODY AND ACCOUNTING:

- (a.) Unless otherwise stated in specific cases all paper and cards etc., will be sanctioned to the printer by the Nodal Officer, SZRPC or Registrar, MPDD.
- (b.) While submitting the bill for work he should also submit the paper consumption statement for the work. A complete account of the receipt, consumption and balance of the paper should be rendered. The surplus quantities must to be returned. For any surplus paper not returned by the printer an amount equal to twice the cost of paper would be deducted from the bill due.
- (c.) **The printer will be required to give a comprehensive insurance policy cover for the paper/materials issued to him/them against the contract for the amount of Rs.3,00,000/- (Rupees Three Lakhs Only) covering the cost of paper/materials in favor of IGNOU. Security deposit of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Bank-Draft drawn in favour of IGNOU should be furnished.**
- (d.) The quantity of paper mentioned in the print order will be supplied by the IGNOU – SZRPC, Coimbatore.
- (e.) While taking delivery the printers are required to check the paper / art card. After delivery IGNOU will not be responsible for the condition, quantity etc. of the paper / art card supplied.
- (f.) The necessary Paper/Art Card/Negatives/Positives etc., will be delivered to the printers at their premises and likewise taken back. Balance paper, art card and films etc., from their premises.

#### 10. WASTAGE ALLOWANCE

- (a) **For Cover Printing:** Wastage allowed for cover printing for publications will be 1% per colour.
- (b) **For Text Printing:** Wastage allowance for text printing will be on the basis of Print run as under:

Range of Print run	% of Wastage allowed (Per Colour)
Up to 500	5%
Up to 1000	2 ½%
Up to 2000	2%
Up to 5000	1 ½%
5001 and above	1%

The above-said wastage allowance will remain applicable at SZRPC-Coimbatore, till its revision/finalization at IGNOU HQs, New Delhi. Once, it has been revised/finalized at HQs, the same will also be applicable at IGNOU-SZRPC, Coimbatore, which will be intimated to the successful printers duly.

**11. RETENTION/RETURN OF OFF-CUTS:** If, for any reason paper is supplied in a size as to result in off-cut, the width of which is up to 2” return of these will not be insisted upon. In case where such off-cuts are more than 2” wide these will have to be returned to the IGNOU. In case such off-cuts, which are more than 2” wide, are not returned by the Printer, recovery of its cost will be made from the Printers on the following basis:

- (a) The cost of off-cuts between 2”-6” will be calculated on the basis of its weight as was paper and the rate applicable will be the waste paper Contract rate at the time existing in one of the Government of India Presses in Delhi.
- (b) In the case of such off-cuts which are more than 6” wide the cost will be calculated at the maximum of 30% of the full size sheets on the basis of cost price. Normally, printers would be required to return such off-cuts to the address in Delhi specified by the Registrar, MPDD, IGNOU or Director of the School concerned. In the case of outstation Printers, they will be required to pack these things suitably in packing cases and despatch them to the nearest consignee freight to pay as instructed by IGNOU.

**12. PACKING AND FREIGHT CHARGES - RISK IN THE STORES:**

- a) The printed copies should be supplied duly tied up in suitable sized bundles of an equal number/ size and be covered on all sides with brown craft paper. Outstation consignments, which cannot be sent by post, should be dispatched by rail duly packed in packing cases or in the manner that will be indicated by the IGNOU in each case. Where goods are to be dispatched by rail, the packages should be placed F.O.R. local railway station for dispatch by passenger train availing railway material concession rates.
- b) Where, however, the distance involved is less than 500 kms and cannot be sent through freight-to-pay, those may be dispatched freight paid. The element of freight may be claimed as a separate item in the bill on production of relevant documents or as may be directed by the Registrar, MPDD IGNOU or Nodal Officer, SZRPC, Coimbatore
- c) **The printer shall be responsible for all loss, destruction, damage or deterioration of Paper and printed materials for any cause whatsoever**, while the printed materials are awaiting dispatch or delivery or are in the course of transit from the Printer to the consignee. The printer shall alone be entitled and responsible to make claims against railway administration or other carrier in respect of non-delivery, short delivery, mid-delivery loss, destruction, damage or deterioration of the printed materials entrusted to such carrier by the Printer for transmission to the consignee, as the IGNOU will not pay separately for transit insurance.
- d) If a printer requests for re-supply of paper/ art card by SZRPC, Coimbatore, due to loss/damage of paper/art card already supplied against a print order, the request may be considered provided:
  - (a) The request comes in writing form the printer with details of nature/circumstances of loss, quantity, etc.
  - (b) Printer agrees to be charged (deducted from payment due to printer by IGNOU for any job) at one and half times the rate/cost of the particular kind of paper/art card at which purchased by IGNOU.
- e) The consignee will as soon as possible but not later than 30 days of the date of arrival of consignment notify the Printer of any loss or damage of the Stores that may have occurred during transit.
- f) SZRPC already has separate Transport Empanelment which includes rates for lifting paper from SZRPC and delivery of material to store SZRPC.

### 13. DELIVERY

- (a) The Printer shall deliver the printed materials to the SZRPC stores of IGNOU through the transport arranged by IGNOU SZRPC, in accordance with the conditions of the Contract at the time/times and at the place/places and in the manner as specified in the acceptance letter or supply order. The Printer shall comply with the instructions of the Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD, IGNOU issued from time to time regarding the safe transit of the stores/printed materials.
- (b) **Passing of Property:** Property in the stores/printed copies shall pass to IGNOU only if the stores/printed copies have been delivered to the consignee, in accordance with the terms of Contract. Unless otherwise agreed to the property in the stores/printed materials shall pass:-
- (i) In cases where stipulation is for local delivery or free delivery, at the specified destinations;
  - (ii) In any other case where the Printer has obtained the railway receipt, consignment note as the case may be in accordance with the terms of the Contract.
- (c) **Timely Collection Of Job Order, Paper & Positives Etc.:** Once the job orders are ready and both paper, art card and positives are available in SZRPC, Coimbatore, it will be sent to Printer within a maximum time of one week by SZRPC. However, if for some genuine reasons (eg. paper/positives not available in Stores or Positives Unit) the printer is not able to receive paper/positives within the stipulated time, it may be brought to the notice of Nodal Officer, SZRPC immediately in writing.

Any further delay would automatically invite penalty as per norms (as given below in (e) and the press would be considered as defaulter. The defaulting presses may be considered for stoppage of further work orders/blacklisting after the same is brought to the notice of authorities.

- (d) **Time for Completion of The order:** The time specified for completion of the order shall be strictly adhered to and time in this respect shall be deemed to be the essence of the Contract. If the time schedule is not adhered to and the delivery of the job is delayed for reasons other than beyond the printers control. The Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD shall at his option and discretion either (a) cancel the order or (b) order recovery from the printer(s) as agreed liquidated damages by way of penalty.
- (e) **Penalty for Delay:** The penalty for delay in execution of the printing jobs assigned to the printers by the University shall be levied at the following rates in the event of non-completion of the job from the date given for this purpose.

**After the due day from**

- |   |   |                        |
|---|---|------------------------|
| • 1 <sup>st</sup> to 7 <sup>th</sup> day        | - | 3 % of the total bill  |
| • From 8 <sup>th</sup> to 14 <sup>th</sup> day  | - | 7 % of the total bill  |
| • From 15 <sup>th</sup> to 21 <sup>st</sup> day | - | 10 % of the total bill |
| • From 22 <sup>nd</sup> to 28 <sup>th</sup> day | - | 15 % of the total bill |
| • From 29 <sup>th</sup> to 38 <sup>th</sup> day | - | 20 % of the total bill |

However, for print orders where print-runs are large, say above 20,000 copies and wherein the supplies are staggered (i.e. the work order is broken into lots and specific / separate dates are given for each lot) penalty may be imposed for the delay lot wise on pro-rata basis/differential basis. Where print runs are not large, Penalty for delay would be on complete supply after due date of supply.



**In case of delays beyond 38<sup>th</sup> day** from the date assigned for completion of the job, in addition to maximum deduction i.e. 20% of the total bill for the delay, proceedings for recovering of damages or loss caused to University or its property will be initiated including forfeiture of the security deposit without any further notice. Besides that the firm could also be liable for removal from approved panel, depanelment and all the consequences thereof. The order may be cancelled and no payment be made for the job order or as deemed fit. In that case the decision of the Registrar, MPDD/Director of the School/Head of Division concerned will be final and binding on the printer/contractor.

For delay beyond 38 days from target date, a warning letter may be issued to the empanelled printers after a second such warning, stoppage of work for a minimum period of 6 months may be enforced if printer defaults again. Frequent recurrence of such delay may result in depanelment/black listing of the printer.

- (f) As a measure of expediency, it may be decided in some cases not to call for proof for check and approval before copies are finally printed. In such cases the responsibility of checking and passing of the proofs shall rest entirely with the Printer / printer. It would be advisable, thereof, for the Printer/ printer to give the matter a careful and final reading when the forms are on the machine so as to avoid any misprint. No extra remuneration on account of this proof reading or extra care will, however be paid.
- (g) Part supply from printer may be accepted by the stores, SZRPC, IGNOU to meet exigencies of circumstances.
- (h) **PENALTY FOR SHORT SUPPLIES:**
  - i. In cases of short supply not exceeding 5 % of the total order, if the short supply was reported at the time of delivery by the Printer and the short supply was completed within a period of two weeks from the expected target date of supply, there will be no deductions.
  - ii. In case the short supply was not made up i.e. not completed within a period of two weeks from the excepted date of supply.
  - iii. In case of short supply the penalty would be twice the production cost including cost of paper for no. of copies short supplied.
  - iv. If the practice of short supply is continued even after levying the penalty, the firm would be black listed and no further work would be assigned.

#### **14. FORECLOSURE**

- (a) If at any time after the acceptance of the tender, the IGNOU shall for any reason whatsoever do not require the whole or part of the job to be carried out, The Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD shall be entitled to give a notice in writing to this effect to the printer, who shall have no right to claim for any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the job, if executed to full but which he did not derive in consequence of such foreclosure.
- (b) If such a foreclosure is done before the printer has commenced the work he will not be entitled to any compensation whatsoever. If however, the printer had commenced the work before such foreclosure The Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD shall decide the sum that may be paid to the Printer as charges of compensation for the work already done and his decision in this behalf shall be final and binding on the printer. However,

the Contract may be terminated by IGNOU at any time by giving fifteen days notice in writing without assigning any reason whatsoever.

#### **15. EXTENSION OF TIME :**

- a. As soon as it is apparent to the Printer(s) that the respective dates for completion of the work cannot be adhered to, an application for extension of time shall be sent to The Nodal Officer, SZRPC, Coimbatore or, MPDD, well in advance without prejudice to the rights of IGNOU under the Contract, intimating the failure to execute the contract in proper time as aforesaid due to any cause (including strikes, fire and accidents resulting in stoppage of work in the factory of the Printer). The Registrar, MPDD or Director of School concerned may decide whether the grounds stated by the Printer are reasonable for any extension of time and extend the time under the circumstances of the case on such terms and conditions as to payment of liquidated damages or otherwise, including a term enabling the Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD to obtain supplies / get the printing done from elsewhere, during the said period pay as agreed liquidated damages, and not by way of penalty, such sum not exceeding 2 per cent of the value of work excluding paper which the Printer (s) has/have failed to deliver as aforesaid for each week during which the job may be in arrears. The decision of the Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD or shall be final and binding on the Printer and the amount so payable shall be recovered by deduction from the bill of the Printer(s) or otherwise as may be found necessary.
- b. Should delivery of any finished goods or materials be made by the Printer(s) to IGNOU after expiry of the stipulated delivery period without previously having obtained an extension therefore and be accepted by IGNOU, such delivery will not deprive the Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD the right to recover liquidated damages under Sub Clause(a) of this clause.
- c. If any items of work/operation not provided for, are required to be performed, rates to be paid therefore shall be determined by the Nodal Officer, SZRPC, Coimbatore or Registrar, MPDD.
- d. The bill should be submitted within 6 months of the date of last supply of the printed materials unless delayed for any genuine reason which will have to be explained to IGNOU. The supplementary claims if any should also be preferred within 3 months of the date of receipt of letter intimating finalization of the original bill to the Contracting firm.

#### **16. PENALTY:** In the event of the Printer failing to :

- (a) Observe or perform any of the conditions of the work as set out herein.
- (b) Execute the work in good and workman like manner and to the satisfaction of the Registrar, MPDD or Director of School concerned maintaining the required high quality of Printing and by the time fixed by the Registrar, MPDD or Director of School concerned.

It shall be lawful for the Registrar, MPDD or Director of School concerned in his discretion in the former event even to remove or withhold any part of the work until such time as he may be satisfied that printer is able to do and will duly observe the said conditions and in the latter event, to reject or remove as the case may require any work executed otherwise than in a good and workman like manner to the satisfaction of & by time fixed by the Registrar, MPDD or Director of School concerned and in both or either of the events aforesaid, to make such arrangements as he may think fit for the

reproduction of the work in lieu of that so rejected or removed as aforesaid on the account and at the risk of the Printer.

Provided further that if in either event any excess cost be incurred by IGNOU by reason of the difference between the prices paid and the accepted rates certified by the Registrar, MPDD or Director of School concerned, whose certificate shall be final, IGNOU may charge the amount of such excess cost to the printer and the same may at any time be deducted from any sum or sums then due or which at any time thereafter may become due to the printer under this or any other Contract or form the security deposit or may be demanded by him to be paid within seven days to the credit of the IGNOU.

- (c) **PENALTY FOR DEFECTS ETC:** In the event of discovery of any error or defect due to the fault of the Printer at any time after the delivery of the copies ordered, the Printer shall be bound if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Registrar, MPDD or Director of School concerned. In the event of the delivery of any defective work which owing to urgency or for any other reasons, cannot be wholly rejected the IGNOU, shall have the power to deduct from any payment due to Printer such sum as he may deem expedient not exceeding ten per cent of the total admissible value of bill, if the defect is considered as major on or a case of negligence by the printer, For minor defective **printing/binding etc., the penalty may be ten per cent of the admissible amount of the particular defective component/part.**
- (d) In the event of a work being wholly rejected, the Registrar, MPDD or Director of School concerned may at his / her own discretion either,
- (i) Permit the Printer to re-do the same within such time as he may specify at Printer's own cost which shall include the cost of paper and other materials
  - (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the Printer in which case the amount of extra cost, if any, shall be recovered from the Printer in the manner provided in sub-clause (b) of this clause.
- (e) The powers of the Registrar (Admn), IGNOU, under this condition shall in no way affect or prejudice the powers in certain events to terminate the Contract vested in the Registrar (Admn) as herein provided, nor forfeiture of deposit under condition 17 herein-after mentioned.
- (f) In case of any deliberate misuse of this contract, the University may impose a penalty by way of forfeiting the security deposit or any other way, it may deemed fit. In that case, the decision of the Vice Chancellor will be final and binding on the Printer/Printer.

17. The security deposit may be forfeited by order of the Registrar, IGNOU or Registrar, MPDD or Director of School concerned 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 Registrar, MPDD or Director of School concerned, sufficient to cover an incorrect or excess payments made on the bills of the Printers bill has been received and examined. Interest that may accrue on securities deposited by the Printer, may subject as aforesaid, be drawn by him.

18. In the case of strikes, fires, accidents, or circumstances beyond the control of the printer causing stoppage of his work resulting in the delivery or completion of work being suspended without charging penalty the Registrar, MPDD or Director of School concerned shall have the power during such stoppage to get the work done elsewhere without charging to the Printer. The latter

shall afford every facility for the removal and use of negatives/positives/plates, etc., and material as may be necessary for the completion of the work.

#### **19. RECOVERY CLAUSE AND THE SET-OFF CLAUSE :**

- (a) In the event of any loss caused to IGNOU paper and materials or damage thereto for whatever cause resulting in a misuse thereof while in the possession or control of the Printer(s) his/their servants, workmen or agents and/or failure to return the paper or other materials rendered surplus either on termination of the Contract or on reduction in the quantity of the orders within the aforesaid time and/or to pay the costs thereof (to be determined by the Registrar, MPDD or Director of School concerned whose decision shall be final and binding) on demand by the Registrar, MPDD or Director of School concerned within the specified time or whenever any claim for payments of any sum of money arises out of or under this Contract or under any other Contract against the Printer(s) it shall be lawful for IGNOU to recover such sum from any sum or sums then due or which at any time with the purchaser or the IGNOU from the security deposit, if any deposited by the Printers otherwise from the Contracts.
- (b) Without prejudice to the conferred by the foregoing clauses any sum of money due and payable to the Printer(s) including security deposit refundable to him/them under this Contract may be appropriated by IGNOU and set-off against any claim of IGNOU in respect of any sum of money arising out of under any other Contract(s) made by the Printer(s) with the purchaser and for such purpose the purchaser shall be entitled to sell and or realize such securities forming the whole or part of any such security deposit in any manner whatsoever as the purchaser may think fit.
- (c) In the event of the security deposit or any other sum payable to the Printers being insufficient to cover the full amount recoverable from the Printer(s) the Printer(s) shall on demand pay immediately to the purchaser the balance sum then remaining due.
- (d) In the event of excess quantities of paper/materials remaining unutilized with the printer the same will have to be returned to IGNOU immediately in good condition. In case the paper/materials remain non-returned and the cost alone of such substances is required the recovery will be effected at the prices quoted in the documents handing over the paper/materials at that time to the printers plus penal charge which would in effect be the cost plus 100 per cent extra.

#### **20. INSOLVENCY AND BREACH OF CONTRACT :** The Registrar (Admn), IGNOU, may at any time by notice in writing summarily terminate the Contract without compensation to the Printer in any of the following events that is to say :

- (a) If the Printer being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a Receiver appointed on the business or any order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or with this conditions or suspend payment or if the firm be dissolved under the Partnership Act.
- (b) If the Printer being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Special officer or Administration appointed by the debenture holders or circumstances shall have arisen which entitled the court or debenture holders appoint a Receiver, Liquidator or Manager, Special Officer or Administrator, or
- (c) If the Printer commits any breach of the Contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy

which shall have accrued or shall accrue hereafter to the purchaser and provided also that the Printer shall be liable to pay the IGNOU for any extra expenditure he is thereby put to and the Printer shall under no circumstances be entitled to any gain or re-purchase.

**21. PROCEDURE FOR SUBMISSION OF BILLS :** After the work has been completed the bill for the work in triplicate (the original bill may, if necessary, be endorsed with stock entry) prepared on the basis of the accepted rates shall be submitted by the Printer to the Nodal Officer, SZRPC concerned for necessary action together with (i) Receipted delivery vouchers/MRVs for the supplies made (ii) Representative specimens of the work done (iii) Account showing the receipt and consumption and balance, if any, of the paper and binding materials supplied for the work and (iv) other document/delivery challan in support of positives / negatives along with the bill. the excess quantity of the paper, if any should be kept in safe custody pending the receipt of disposal instruction from the Nodal Officer, SZRPC.

**22. POST PAYMENT AUDIT OF PRINTER'S BILL:** The IGNOU reserves the right to carry out a post payment audit of the printer's bill including all supporting vouchers. The IGNOU further reserves the right to enforce recovery of any over payment coming to light as a result of such a check, by any or all the methods prescribed above.

**23. REPRESENTATION BY PRINTER:** In case the printer is aggrieved regarding any matter under this contracts a representation in writing may be given to the Registrar, MPDD giving complete details of the facts.

**24. IMPRINT PAGE :** The imprint page should be printed as per the Publishing Convention being followed everywhere i.e.

**(a) Details of the following :**

- (i) Curriculum / Course / Expert Design Committee
- (ii) Course Preparation Committee
- (iii) Coordination Committee
- (iv) Printing and Publication

**(b) Details of Production**

- (i) Month and Year of Publication
- (ii) Copy Right along with the Indira Gandhi National Open University
- (iii) ISBN No.

**(c) The following details :**

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Further information on the Indira Gandhi National Open University courses may be obtained from the University's Office at Maidan Garhi, New Delhi – 110 068.

Printed and published on behalf of the Indira Gandhi National Open University, New Delhi by ( the name and designation of the Nodal Officer, SZRPC.

**(d) PRINT LINE:** The name of the firm who has composed and printed along with their address.

.....

(On Non – Judicial Rs.100/- Stamp Paper)

## AGREEMENT

This Agreement, hereinafter referred to as the "**Agreement**" is made at New Delhi on the\_\_\_\_\_.

### BETWEEN

**Indira Gandhi National Open University**, a University validly created under the Indira Gandhi National Open University Act, 1985 (hereinafter referring to as "IGNOU") having the principal office at Maidan Garhi, New Delhi through its authorized signatory, the Registrar, which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors;

### AND

M/s. \_\_\_\_\_(Company) hereinafter referred to as the "**Printer**") having its registered / principal office at \_\_\_\_\_, through its authorized signatory which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors;

Collectively referred to as the "**Parties**";

Whereas IGNOU is an autonomous University created by an Act of Parliament with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large sections of the society;

Whereas IGNOU in the course of its activities grants contract to Printer for undertaking printing jobs and assignments in connection with the activities undertaken by IGNOU.

Whereas the Printer has been selected/approved for award of contract for printing work hereinafter referred to as the "**Contract**", for a period of **one** year in accordance with letter No.\_\_\_\_\_.

Whereas the Printer and IGNOU desire to define their respective rights and obligations with respect to the Contract and its execution;

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants, IGNOU and the Printer hereby agree as follows:-

- 1 . The Parties have agreed that the Contract shall be executed and implemented by the Printer with effect from the signing of this Agreement and the Printer's appointment shall remain in force for **one** year from the signing of this Agreement.
2. The parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the General Conditions of Contract for Printers as Annexure to this Contract in Annexure — IV are part and parcel of this contract in addition to the covenants agreed to herein.
3. The Parties have read and understood the contents and implications of the Terms and Conditions stated in General Conditions of Contract for Printers in Annexure — IV and having agreed to the contents thereof have signed each page of the Annexure — IV contract, apart from signing this Agreement.

**4. DISPUTE RESOLUTION AND JURISDICTION :** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement. hereof, the Parties shall resolve them by resorting to the following in the order so mentioned:

Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.

Regular Courts at Delhi/New Delhi only will have the jurisdiction to adjudicate upon the matter.

**5. REPRESENTATIONS AND WARRANTIES:** The Parties hereby represent and warrants to each other that

- (a) that it is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the power and authority to sign this Agreement;
- (b) that it has the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement;
- (c) that this Agreement constitutes legal, valid and binding obligations enforceable against. It in accordance with the terms hereof and has been signed by the Parties without any force, fraud or coercion;
- (d) that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- (e) that there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and
- (f) that no representation or warranty made herein contains any untrue statement.

**6. CONFIDENTIALITY :** Parties undertake to treat this Agreement and each of the terms as confidential. Neither party shall disclose to any third party the existence or the terms of this Agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the Parties here to or any of their or its employees and such obligations shall survive the termination of the Agreement.

**7. SEVERABILITY :** Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Contract shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

**8. WAIVER :** Neither the Parties shall be deemed to have waived any right under this Agreement unless such party shall have delivered to the other party a written waiver signed by an authorized officer of the waiving party. Any delay or failure to exercise any right and remedy under this Agreement shall not operate as a waiver thereof, complete or partial of the exercise of any right of remedy and shall not prevent any party to exercise further any other right and remedy. The right and remedy herein provided are cumulative and not exclusive of any provided by law.

**9. NOTICES :** Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered airmail with postage fully paid, or transmitted by telex or facsimile (With postage prepaid airmail confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

a. IGNOU : INDIRA GANDHI NATIONAL OPEN UNIVERSITY,  
HEADQUARTERS, MAIDAN GARHI,  
NEW DELHI -- 110068,

b. PRINTER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered airmail or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

**8. APPLICABLE LAW:** This Agreement shall be governed construed and enforced in accordance with the laws of India.

**9. HEADINGS :** The headings used in this Agreement are Inserted for convenience reference only, and shall not affect the Interpretation of the respective clauses and paragraphs of this Agreement.

**10. MATTERS NOT PROVIDED IN THE AGREEMENT :** If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

**11. SURVIVAL OF RIGHTS AND OBLIGATIONS:** Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

**12. NO PARTNERSHIP:** Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

**13. FURTHER ACTS AND ASSURANCES:** Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.



**14. INTERPRETATION**

i. This Agreement has been executed in the English language only and only the English Language shall be the controlling language for Interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the Interpretation of this Agreement or in determination of the intent of either of the Parties hereto.

ii. This Agreement has been executed in two parts. Each of the parts is to be treated as original and primary evidence of the understanding arrived at between the Parties.

iii. This Agreement together with the General Conditions of Contract for Printers constitutes the whole and only Agreement signed between the Parties with respect to the subject matter described herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

**SIGNED**

For and on behalf of

\_\_\_\_\_

IGNOU

In the presence of

Witness :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

PRINTER

In the presence

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(On Non – Judicial Rs.100/- Stam Paper)*  
**BANK GAURANTEE PERFORMA**

In consideration for the Vice-Chancellor, India Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt M/s. \_\_\_\_\_, (hereinafter called " the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated - \_\_\_\_\_made between **Indira Gandhi National Open University, Maidan Garhi, New Delhi** and M/s. \_\_\_\_\_ of Performance Security for the fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs. 3,00,000/-(Rupees Three Lakhs only)** \_\_\_\_\_ at the request of M/s. \_\_\_\_\_ contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs.3,00,000/- (**Rupees Three Lakhs only**) against any loss or damage caused to or suffered would be or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

- (i) We \_\_\_\_\_do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by reason of the breach by the said contractor(s) of any of the terms or condition(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.3,00,000/- (Rupees Three Lakhs only)**
- (ii) We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or dispute raised by the contractor(s)/ suppliers(s) in any suit or proceeding pending before e any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge or our liability for payment there under the contractor(s) / supplier(s) shall have no claim against us for making such payment.

- (iii) We, \_\_\_\_\_further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharged this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_guarantee thereafter.

- (iv) We, \_\_\_\_\_further agree with the IGNOU that the shall have the fullest liberty without our consent arid without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of

any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

(v) Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.3,00,000/- (**Rupees Three Lakhs** only) and shall remain in force until \_\_\_\_\_ Unless a claim or suit under this guarantee is filed with us on or before \_\_\_\_\_ ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall relieved and discharged from all liabilities therein.

(vi) This Guarantee will not be discharged due to the changes I the constitutions of the Bank or the Contractor(s)/ supplier(s).

(vii) We, \_\_\_\_\_, lastly undertake not to revoke this Guarantee during its currency except with the previously consent of the IGNOU in writing.

The Bank Guarantee is limited to the extent of Rs.3,00,000/- (Rupees Three Lakhs only) and it will remain in force up unless a notice by **IGNOU – SZRPC, Coimbatore** to enforce any claim under the guarantee is received by the guarantor on or before \_\_\_\_\_

The beneficiary is bound to seek confirmation from the Regional Office whose address is mentioned below in respect of the genuineness and the authenticity of the Bank guarantee.

Dated the ..... date of .....

For .....  
(indicate the name of Bank)

Signature .....

Name and the Officer .....  
(in Block Capitals)

Designation of .....

Code No. ....

Name of the Bank & Branch .....

## Checklist

### (a) Technical Bid Cover

1. Application fee of Rs.1000/- by way of a valid Demand Draft favouring “**IGNOU-SZRPC**” payable at **Coimbatore**.
2. Annexure III (Technical Bid) with attested copies of necessary enclosures in a separate cover super scribing “Technical Bid”.
3. Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) by way of a valid Demand Draft favouring “**IGNOU**”, payable at **Coimbatore**.
4. Proof of authorization to be furnished in the form of attested photograph pasted, on Technical Bid.
5. List of Books / Publications printed in four colour and in black and white, during the previous year (Enclose five (05) samples) with signature and stamp on each sample.
6. List of Clients of the firm under Government Department / PSU / Govt Undertakings. Enclose copy of recent orders.
7. An Undertaking that the firm has not been black listed by any Government Department / PSU / Govt. Undertakings.
8. IT Returns of the firm for the past 3 years.
9. Copy of Registration Certificate with SSI, if any.
10. Copies of Sales Tax Registration and CST Registration Certificates.
11. Copy of the Sanction Order of the Electricity Board for the Power Connection.
12. Copies of ownership documents of the printing machines as per eligibility conditions prescribed in Annexure III i.e. Technical Bid.

### (b) Commercial Bid Cover

1. Annexure IV (Commercial Bid) in a separate cover super scribing “Commercial Bid”.