



# INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## TENDER DOCUMENT

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

Tender Closing Date and Time: 11<sup>th</sup> March 2015 03.00PM

Tender Opening Date and Time: 11<sup>th</sup> March 2015 04.00PM

**Please Note:**

Fill and Return only

Annexure III, Form-A (Cover A) + EMD for **Technical Bid** complete in all respects

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

To

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

Dear Sir,

With reference to your Letter No. \_\_\_\_\_ dated  
\_\_\_\_\_ on the subject cited above, please find enclosed.

- |  |   |              |
|--|---|--------------|
| (1) Minimum Eligibility Criteria   | - | Annexure-I   |
| (2) Main Terms and conditions for<br>Empanelment of Offset Printers  | - | Annexure-II  |
| (3) Questionnaire (Technical)(Form-A)<br>Rates of Offset Printing (Commercial) (Form-B) – Not required now | - | Annexure-III |
| (4) General Terms and Conditions for Agreement   | - | Annexure-IV  |
| (5) Bank Guarantee Proforma  | - | Annexure-V   |

Kindly fill in the details in **Annexure-III** and submit the same to this Office latest by 11<sup>th</sup> March 2015 by 3.00PM. Through sealed cover (Technical Bids only) as indicated in Main Terms and conditions (Annexure-II). **Annexure-IV and V are required to be submitted only by the successful tenderers**

The rates of Offset Printing (Commercial) (**Annexure-III, Form-B**) is not required to fill up by the tenders since the schedule of rates for Southern Regional Printing are finalized through open tenders and the same is in force.

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 minimum 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 (Form-A)** and can do printing jobs as per terms and conditions prescribed by the University from time to time.

**Yours sincerely**

**Nodal Officer  
Coimbatore**

## **MINIMUM ELIGIBILITY CRITERIA**

**(1) Number of Printing Machines**

Two Single Colour (18" x 23") size machines. However, 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".

**(2) Other Allied Facilities**

- (i) In-House Processing Facility
- (ii) In-House Plate Making
- (iii) In-House Binding Arrangement
- (iv) Power Backup
- (v) Sufficient Storage Facility

**(3) Other Pre-press Facilities Desirable**

- (i) DTP unit with facilities of Coral Draw, Photoshop, etc.
- (ii) Scanner/Image setter

**Note:** All facilities/machinery must be the property of the applying press.



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

**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 between 11.00 AM to 3 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 in Cover A **(Form –A)** must be received by the Nodal Officer, IGNOU Southern Zone Regional Printing Centre, Coimbatore, latest by 3 PM on 11<sup>th</sup> March 2015 superscribing 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 4 PM on 11<sup>th</sup> March 2015.

The commercial Bids (not applicable this time) 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 of this Annexure and will be returned unopened.

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 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 :**

**Not tender shall be considered valid if:**

- (a) The number of books/publications printed by firm during the previous year is not attached. A documentary proof to the effect is to submitted.

- (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 Indira Gandhi National Open University. The earnest money must be accompanied with Technical Bid.**
- (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 :**

- (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 tendered / contractor.

9. **SECURITY DEPOSIT of Rs. 20,000/- (Rupees twenty thousand 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. **Bank Guarantee:** The successful tenderer should furnish a Bank Guarantee 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.)

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 IV 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 financial year duly attested.
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.

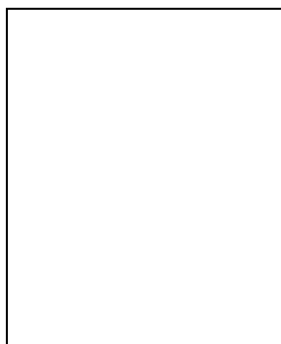
**Nodal Officer  
Coimbatore**



## Form A – TECHNICAL BID (in cover A)

(I) QUESTIONNAIRE TO BE ANSWERED BY OFFSET PRINTERS  
APPLYING FOR EMPANELMENT

(1)	Mention Number of Printing Machines available: (Inducting Size, Make and Model.)	
(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 or tie-up with An outside agency. If yes, state Hardwares and Softwares available. Are You willing to undertake the composing, Designing work of IGNOU on IGNOU Approved rates.	
(4)	Can you store our stock of paper free of Charge, ranging upto 2000 reams in your godown.	
(5)	Give brief description regarding your establishment and clients	
(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.	
(7)	EMD Details (DD No., Date & Amount Etc)	



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 .....





**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**Maidan Garhi, New Delhi – 110 068**

**APPLICATION FORM FOR EMPANELMENT OF OFFSET PRINTING**

*(Please submit five specimens of books printed by you recently)*

**GENERAL QUESTIONNAIRE**

1. Name of the Press :

2. Full address with telephone, mobile, Fax number and E-mail :

(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,  
(Attach Photocopy of the proof)

(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.

UNIT-I : Belongs to the owner of the Press - YES ☐ No ☐

On lease/rent - YES ☐ No ☐

Total covered area : \_\_\_\_\_ sq./m.

Storage space : \_\_\_\_\_ sq./m.

UNIT-II : Belongs to the owner of the Press - YES ☐ No ☐

On lease/rent - YES ☐ No ☐

Total covered area : \_\_\_\_\_ sq./m.

Storage space : \_\_\_\_\_ sq./m.

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, theft, burglary, riots etc.? :  
If so, please state the amount for which  
If is insured, the name of insurance 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 | <input type="text"/> | Casual | <input type="text"/> | Contractual | <input type="text"/> |
| Unit – I | : | Regular | <input type="text"/> | Casual | <input type="text"/> | Contractual | <input type="text"/> |
14. No. of shifts and shift-timings :
15. Godown facility available with size :
16. Total Power Connection :  
(Enclose copy of sanction)
17. Alternate Power Arrangement :  
(during power failure)

(c) \_\_\_\_\_

PC-CBE

1. We have read the terms and conditions, governing the Printing work of the IGNOU , as Given in **Annexure IV** 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 information found by the Inspection team of your office to be incorrect should lead to the cancellation / rejection or removal of our firm from your panel.
3. Ownership documents of the printing machines as per eligibility criteria (Photocopies) are enclosed with Annexure-III , in Technical Bid.

Seal : .....

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## (II) Details of Equipments and Machines

### A. : Process Department

(Whether own arrangement or positives/negatives got prepared from outside)

If owned by the Press, particulars, thereof.

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

### B. : Plate Making : Surface/Deep etch/P.S.

(Whether own arrangement of the press or done from outside)

If owned by the Press, the details of machines thereof.

1.	Graining Machine (s)			
2.	Plate Whirler (s)			
3.	Pasting Table (s)			
4.	Printing Down Frame (s)			

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**(III) Details of Offset Printing Machines Installed at**

(A) Address Unit-I \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

FOUR COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						

TWO COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						

SINGLE COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						
4.						

**(B) Offset Printing Machines Installed at :**

(A) Address Unit-I \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

FOUR COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						

TWO COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						

SINGLE COLOUR SHEET FED OFFSETPRINTING MACHINES						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One shift
1.						
2.						
3.						
4.						

Documentary **Evidence** (*if any*).

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

- (a) Four Colour Machine : \_\_\_\_\_ Reams both side  
 (b) Two Colour Machine : \_\_\_\_\_ Reams both side  
 (c) Single Colour Machine : \_\_\_\_\_ Reams both side

**(IV) Binding and Warehousing Department (Unit-I & II)**

Type of Machine`	Size	Number of Machines
(a) Cutting Machines (I) Single side cutter <input type="text"/> (II) Three side cutter <input type="text"/> (b) Book sewing Machines (c) Stitching Machines (i) Single stapler <input type="text"/> (ii) Double stapler <input type="text"/> (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

:

Casual

:

Contractual

:

**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****SEHEDULE OF RATES FOR OFFSET PRINTING  
(For Southern Regional/Zonal Printing)****PROCESSING:**

**Note:** The positives/negatives will be the property of IGNOU and complete set of single 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 but before submission of bill(s). Only the actual of positives/negatives will be considered.

<b>(i) Line Negative/Positive</b>	<b>Full Page of A-4/ Demy Quarto size (Rs.)</b>	<b>Half Page of A-4/ Demy Quarto size (Rs.)</b>	<b>Quarter Page of A-4/ Demy Quarto size (Rs.)</b>
Rate per page of line negative including line illustration/Photographs in same size			
Rate per page of line positive (First) including line illustration/Photographs in same size			
Rate per page of line positive (Duplicate) including line illustration/Photographs in same size			
Rate per page for the preparation of fresh positives after incorporating the requisite corrections/revisions/replacements as required in the positives provided by IGNOU in the case of reprinting			
Rate per page for processing line illustrations/photographs involving reduction/enlargement and merging with text to yield single piece page positive			

<b>(ii) Line/Halftone Combination</b>	<b>Full Page of A-4/ Demy Quarto size (Rs.)</b>	<b>Half Page of A-4/ Demy Quarto size (Rs.)</b>	<b>Quarter Page of A-4/ Demy Quarto size (Rs.)</b>
Line/Half tone combination negative including halftone figures/photographs merging with text to yield single piece negative			
Line/Half tone combination positives including halftone figures/photographs merging with text to yield single piece positive			

**PROCESSING BY COMPUTER SCANNING (with Progressive Proof If Demanded/Required)**

The rates mentioned below will be applicable when the artwork/photograph/transparencies are given separately

Particulars	Rate / Cm2 (Rs.)	Rate per additional set (Rs.)	Minimum Chargeable area in (Cm2)	Minimum Chargeable Rate (Rs.)	Rate for Progressive Proof (Rs.)
For duotone from black and white photographs. Rate per set of positives					
Scanning of multi-colour illustration/wash drawing/colour bromide/transparencies. Rate per set of Four Colour positives					
Planning charges where applicable (Rate/cm2)					

**RATES FOR OUTPUTTING FROM CD (Inclusive of conversion from PDF, MSWord etc.)**

Particulars	Rate per sq.cm. Per colour (Rs.)
Text matter outputting	
Text & Halftone combination outputting	
Multicolour jobs outputting	

**PLATE MAKING:**

SIZES	Surface Plate (Rs.)	Deep Etch Plate (Rs.)	P.S. Plate (Rs.)	CTP (Rs.)
<b>(A) Text</b>				
Rate of a sheet size 24"x34" or 23"x36"				
Rate of a sheet size 17"x24" or 18"x23" or 20"x30"				
Rate of a sheet size 12"x17" or 11 ½ "x18" or 15"x20"				
Rate of a sheet size 8 ½ "x12" or 9"x11 ½" or 10"x15"				
<b>(B) Cover</b>				
Rate per colour of sheet size 12"x17" or 11½"x18" or 15"x20" per side				
Rate per colour of sheet size 8 ½"x12" or 9"x11 ½" or 10"x15" per side				

However, 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"

**PRINTING:**

ITEM	Rates for first 1000 copies or part there of	Rate per additional 1000 copies upto 4000 copies	Rate for 5000 copies	Rate per additional 1000 copies upto 9000 copies	Rate for 10000 copies	Rate per additional 1000 copies upto 24000 copies	Rate for 25000 copies	Rate per additional 1000 copies beyond 25000 copies
	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)
(A) Text								
Rate per colour of sheet size 24"x34" or 23"x36" per side								
Rate per colour of sheet size 17"x24" or 18"x23" or 20"x30" per side								
Rate per colour of sheet size 12"x17" or 11½"x18" or 15"x20" per side								
Rate per colour of sheet size 8 ½"x12" or 9"x11½" or 10"x15" per side								

ITEM	Rates for first 1000 copies or part there of (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.)
<b>(B) For printing of Four colour Forms/ overseas publications</b>								
Rate per colour of sheet size 24"x34" or 23"x36" per side								
Rate per colour of sheet size 17"x24" or 18"x23" or 20"x30" per side								
Rate per colour of sheet size 12"x17" or 11½"x18" or 15"x20" per side								
Rate per colour of sheet size 8½"x12" or 9"x11½" or 10"x15" per side								
<b>(C) Cover</b>								
Rate per colour of sheet size 12"x17" or 11½"x18" or 15"x20" per side								
Rate per colour of sheet size 8½"x12" or 9"x11½" or 10"x15" per side								

However, 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"

## BINDING AND WAREHOUSING

### Centre or Side Stitching:

Folding, gathering, collecting, 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.)
<b>For Centre Stitching</b>			
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 folds)		
v.	For cover (including creasing)		
<b>For Side Stitching</b>			
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 folds)		
v.	For cover (including creasing & pasting)		

### Section Sewn:

Folding, gathering, collecting, section sewing by thread, cover creased, cover pasted, endpaper \*pasted

Sewn		Rate per 1000 copies	
		A-4 Size (Rs.)	A-5 Size (Rs.)
i.	Performe of 16 pp		
ii.	Performe of 8 pp		
lii.	Performe of 4 pp		
iv.	Performe of 2 pp (pasting or tipping-in With or without folds)		
v.	For cover (including creasing & passing of Endpapers* on both sides)		

\*Paper for endpapers will be supplied by IGNOU.

### Perfect Binding:

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

Perfect Binding		Rate per 1000 copies	
		A-4 size (Rs.)	A-5 size (Rs.)
i.	Rate per copy upto 100 pages and part thereof		
ii.	Rate per additional forme of 16 pages and part thereof		

**Hard Cover Binding with Cloth/Rexine:**

Quote Rate per CASING including the cost of materials like, straw board/mill-board of 24 oz.wt. binding cloth/rexine, mull cloth/tape for spine, head-bands, ribbons for book-mark, 120 GSM coloured cover paper for endpapers, silk screen printing of title on spine and front cover as per design, including labour for manufacture of CASINGS to formats, printed jackets mounted over flaps turned turned-in for binding with textual pages\*\*

	A-4 size (Rs.)	A-5 size (Rs.)
Rate per Casing		

*\*\* While the printed jackets will be supplied by the IGNOU all other binding materials including coloured cover paper (120 GSM) for endpaper for cloth/hard edition will be used by the firm subject to approval. Charges for sewing of text forms will be at per with item (i-iv) above.*

**WAREHOUSING/STATIONARY JOBBING**

	Rate (Rs.)
i. Rule perforation/creasing charges per 1000 leaves	
ii. Machine numbering charges per 1000 numbers/impressions	
iii. Cover Lamination charges per sq. cm.	
iv. PADDING of loose printed sheets (100 leaves each) to be supplied IGNOU, gummed at the top, with Straw Board (16 oz.wt.) at the bottom, thick coloured cover paper pasted to the board and wrapped over, and cut flush, to be supplied in packets of 25 pads each, fully wrapped in Kraft paper, tied with thread/twine, lable duly printed as per design with code and pasted along the side and delivered to IGNOU Godowns Cost all inclusive of labour, binding materials etc.	

	A-4 Size (Rs.)	A-4 Size (Rs.)
Rate per 1000 pads		

- V. **PLASTIC SPIRAL BINDING** \* with cover printed on Art Card of 220 GSM provided with Transparent plastic cover of approximately 100 Micron thick on top and bottom Cost all Inclusive of material and labour.

	A-4 format (Rs.)	A-5 format (Rs.)
Rate per Copy per 100 pages and part thereof		
Rate per Copy per 200 pages and part thereof		
Rate per Copy per 300 pages and part thereof		

*For Reports, Drafts, Monographs etc. of 100 – 300 copies each. Corresponding cyclostyled Photocopied pages will be supplied by IGNOU.*

## PACKING AND FORWARDING CHARGES

### For Local Supplies:

Fully packed in Kraft paper in packets of 25 copies each in case of books / 100 copies in case of assignments, Newsletters etc., each packet tied with sutli or string, printed title/legend labeled on each packet serially as per design and delivered at IGNOU Godown within Union Territory of Delhi.

	Rate (Rs.)
1. For books A-5 / 1000 copies	
2. For books A-5 / 1000 copies	
3. For assignments, Newsletter etc. (containing upto 24 pp self-covered) of A-4 size / 1000 copies	

### For Outstation Supplies:

Printers may note that may be required to dispatch books to different destinations, on behalf of IGNOU duly packed in corrugated board cartons, lined with plastic sheets and, or water-proof paper, cartons battened, wired and addressed with code, each carton containing 200/300/400 copies. These copy each and should be inside cartons. The printers will be required to send these cartons by train freight-card/Road except in cases where the consignments are to be supplied to IGNOU in which cases the consignments can be booked freight to pay. The freight will be reimbursed by IGNOU within ten days of the date of presentation of the bill. The freight should be supported by money receipts and proof of dispatch.

Particulars		Per cartons Of 200 copies (Rs.)	Per cartons Of 300copies (Rs.)	Per cartons Of 400 copies (Rs.)
i.	Rate for packing of books in A-5 size as per specification			
ii.	Rate for packing of books in A-4 size as per specification			



# INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## GENERAL TERMS AND CONDITIONS FOR AGREEMENT

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. Proofs or bulk supply are liable to be rejected without any compensation to the printer(s). 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 to 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 photoset 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 Registrar, MPDD or Director of School/Division concerned, IGNOU and will be supplied by the Material Production and Distribution Division, IGNOU.
- (b.) The cost of transit of such paper and material (other than any railway freight and terminal tax) from the supply source to the printer's premises shall be paid by the printer unless otherwise stipulated by him and subsequently claimed from the Registrar, MPDD, Indira Gandhi National Open University.
- (c.) The printer shall provide himself with the necessary staff and transport for the purpose. He shall be entirely responsible for the safe custody of the paper etc., issued to him.
- (d.) 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 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.
- (e.) **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. 20,000/- (Rupees Twenty Thousands Only) in the form of Bank-Draft drawn in favour of IGNOU should be furnished.**
- (f.) The quantity of paper mentioned in the paper requisition will be supplied by the IGNOU to the authorized representative of the firm for the printing of publications, mentioned in the requisition after taking proper receipt acknowledgement.
- (g.) Delivery of paper may be taken from the premises (Stores) of the IGNOU on Tuesdays & Fridays from 10.00 A.M. to 4.00 P.M. However in case of exigencies of work paper can be issued on any working day. Paper is to be collected within a week's time from IGNOU paper godown now located at Southern Zone Regional Centre, Coimbatore or any other designed Paper Store of IGNOU. If any of these days fall holidays, the paper is to be issued the subsequent Tuesday or Friday failing which penalty for delay will be imposed as mentioned on Page No. 6.
- (h.) Before taking delivery the printers are required to check the paper/card. After delivery IGNOU will not be responsible for the condition, quantity etc., of the paper/card supplied.

**10. WASTAGE ALLOWANCE**

- (a) **For Cover Printing:** Wastage allowed for cover printing for publications will be 1% per colour per side.

- (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 Per side)
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:

- 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.
- 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:**

- 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.
- 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 Director of the School concerned.

- c) **The printer shall be responsible for all loss, destruction, damage or deterioration of Paper and printed materials for any cause whatsoever**, while the printer 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 concerned School/Division/MPDD, 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) Charges for packing and forwarding shall be paid as per the norms for the Printers located in Delhi/New Delhi. No payment shall be made for collecting the Paper/Art Card from IGNOU godowns located in various places of Delhi.

### 13. DELIVERY

- (a) The Printer shall deliver to the MPDD stores of IGNOU, the printed materials 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 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 and positives are available in MPDD, it is binding on the press to collect the work order, paper, positives etc. within a maximum time of one week. However, if for some genuine reasons (eg. paper/positives not available in MPDD Stores or Positives Unit) the printer is not able to collect paper/positives within the stipulated time, it may be brought to the notice of Registrar, MPDD 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 Registrar, MPDD or Director of the School concerned 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

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 4 weeks** from the date assigned for completion of the job 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 cancelled and no payment be made for the job order.

The above-said Penalty for Delay 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.

- (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, MPDD, IGNOU to meet exigencies of circumstances.
- (h) **PENALTY FOR SHORT SUPPLIES:**
- 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.
  - In case the short supply was not made up i.e. not completed within a period of two weeks from the expected 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 Registrar, MPDD or Director of School concerned 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 Registrar, MPDD or Director of School concerned 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 Registrar, MPDD, or Director of School concerned, 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 Registrar, MPDD or Director of School concerned 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 Registrar, MPDD or Director of School concerned 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 Registrar, MPDD or Director of School concerned 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 Registrar, MPDD or Director of School concerned.
- 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.  
Or

- (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 Registrar, MPDD or Director of School 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 Registrar, MPDD or Director of School concerned

**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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Printed and published on behalf of the Indira Gandhi National Open University, New Delhi by ( the name and designation of the Registrar, MPDD or Director of School concerned).

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

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