



National Institute of Open Schooling (NIOS)

ISO 9001 : 2008 Certified

(An Autonomous Institution under MHRD, Govt. of India)
A-24/25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)

TENDER DOCUMENT

FOR EMPANELMENT OF OFFSET PRINTERS (Delhi and NCR)

Tender Closing Date and Time : 9th July 2018 (Monday) at 2.30 p.m.

Tender (Technical Bids) Opening Date and Time : 9th July 2018 (Monday) at 3.00 p.m.

Please Note:

Fill & Return the following:

1. Annexure III, Form - A Part I and II (**Cover A**) for **Technical Bid** complete in all respects
2. Annexure III, Form - B (**Cover B**) for **Commercial/Financial Bid** complete in all respects

Tender Submission Form

To,

The Secretary
National Institute of Open Schooling (NIOS)
A-24-25, Institutional Area,
Sector-62, Noida, UP

Sir,

I/We have read and understood all important instructions and information to tenderers and minimum eligibility criteria at **Annexure-I**. I/We have also read and understood all terms and conditions of the Tender at **Annexures II and IV** including agreement to be signed lateron. I/We agree to abide to the conditions laid down in the Tender Form.

If our press is empanelled on the panel of Offset Printers of NIOS, I/We undertake to accept and to execute all the printing jobs assigned by the National Institute of Open Schooling on the basis of formulated schedule of offset printing rates finalized and offered by the NIOS. I/We undertake to print and deliver the assigned printing jobs with good quality and as per the deadline conveyed to me/us by the NIOS from time to time.

I/We agree that the following documents are deemed to be the part of the Tender.

- i) Important Instructions and Informations to bidders
- ii) Annexure – I : Minimum Eligibility Criteria
- iii) Annexure – II : Main Terms and Conditions for Empanelment of Offset Printers
- iv) Annexure – III : Technical Bid Part I and II (Form A) and Commercial/Financial Bid (Form B)
- v) Letter confirming acceptance of rates offered by NIOS

As desired I/We also agree that the following document duly signed/stamped will also be submitted as and when asked by NIOS, after my/our press is recommended for Empanelment in NIOS.

- vi) Annexure – IV : General Terms and Conditions for Agreement
- vii) Agreement Form

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

Signature of Authorisd Singnatory

With Stamp



National Institute of Open Schooling (NIOS)

(An Autonomous Institution under MHRD, Govt. of India)

A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)

EMPANELMENT OF PRINTERS

Important Instructions and Information to Tenderers:

National Institute of Open Schooling (NIOS), an autonomous Institution under the Ministry of Human Resource Development, Govt. of India, invites applications from **reputed, qualified and experienced offset printers** with required machines and complete infrastructure for printing of study material (books) & other miscellaneous items in single, two and four colours worth approx. 7.5 crores annually (without paper cost) for its students enrolled through Open and Distance Mode of Learning. Books and miscellaneous items to be printed are having different subjects and varying print runs for printing. Other details are as under:

1. Printers should be located in Delhi & NCR.
2. Printers should be well established in printing line, at least for a minimum **period of 5 years** (Established prior to 2013) and in possession of Machinery / ancillary machines / other facility required for printing books in 23"× 36" / 8 size.
3. The printer should be in possession of PAN No, GSTIN Registration & other licences to establish the press etc. and duly self attested photocopies of these are to be enclosed alongwith the application form.
4. They should have executed the jobs of reputed book publishers or other government sister concerns like IGNOU, NCERT and NBT etc. Selected book samples with their print line and certified by the press along with job orders or Empanelment Letter/any other Certificate and photo copies of these must be enclosed.
5. **All existing Printers in NIOS panel are also required to apply afresh.**

Scope of Work

NIOS publishes approx. more than 200 subjects having different parts in Hindi, English, Urdu and other regional mediums in a year. These books are printed in Black and White, Two and Four colours in size 23"×36"/8 (8½"×11") with varied pages 48, 96, 144, 188 to 472 or more and with print runs of 500, 1000, 2000, 4500, 8500 to 50,000 copies. Few main subjects having higher enrolment and main languages i.e. Social Science, Home Science, Science, Hindi and English are printed with more print runs of 80,000 copies or more. The print runs vary from subject to subject as per enrolment. Books upto 144 pages will be Centre stitched with duly creased cover and centrally stitched by wire at two places; books from 145 to 256 pages will be side stitched by wire at two places and cover to be pasted. Books from 257 onwards will be perfect bound. Most of NIOS publications are mixed side stitched and perfect bound. Presently NIOS Water Marked Maplitho Paper in sheets in the size of 23"×36" of 70 and of 80 GSM is used for printing of text of these books, while 24"×37"/220 GSM Art Card is being used for printing of cover of NIOS Publications.

Other than books, Annual Report, Journal, Magazine, News Bulletin, Prospectus, Wall Calendars, Almanac and other miscellaneous jobs are also printed in connection with various activities of the NIOS.

Mostly the printers will be required to undertake the printing of study materials/books from time to time on NIOS water mark paper supplied by the NIOS depending upon the job requirement for printing as per specifications prescribed by the NIOS.

NIOS wishes to Prepare a Panel of Printers, which meets the Minimum Eligibility Criteria mentioned in **Annexure-I** in terms of machines, infrastructure etc. for printing books for its students enrolled through Open and Distance Learning (ODL) mode. Only those qualified printers after thorough physical inspection by a committee of their quoted details/infrastructures in application form (Technical Bid) will be considered for empanelment.

Please note that Financial/Commercial Bids of only those printers which qualify in infrastructure etc. in their Physical Inspection by a committee will be opened, a comparative statement of rates received from printers will then be prepared and lowest rates in each printing activity will be picked up and this lowest rate in each operation becomes our approved schedule of rate and will be offered to all printers being recommended for empanelment in NIOS. These lowest rates so received, finalized and approved shall be initially valid for a minimum period of '3' years and also may further be extended for another '1 to 3' years with the approval of Competent Authority of NIOS. Therefore eligible printers which are interested and fulfills Minimum Eligibility Criteria are advised to read the document thoroughly and fill their reasonable and workable rates and submit the tender form after completing all the other formalities on or before the prescribed dates given in this Tender Document to NIOS. The list of infrastructures given in Annexure-I is minimum eligibility criteria, however NIOS after due physical inspection of each press, will prepare categories as per their infrastructures.

NIOS will offer these finalised rates by speed post/registered post or in person as the case may be, to each successful printer recommended for empanelment asking them to convey to NIOS their unconditional acceptance, in entirety. NIOS will not consider any conditional acceptance of its offer. After receiving their unconditional acceptance for rates etc. the printer will have to sign an Agreement with NIOS on non judicial stamp paper of Rs. 100/-, and also have to submit all pages 25 to 35 of **Annexure-IV** duly signed and stamped to NIOS. In addition to this, only those printers will be considered for Empanelment which agree to abide by main terms and conditions for **Empanelment** as contained in **Annexure-II**, furnish complete details as desired by NIOS in **Annexure-III** (Part-I & II) and can do printing jobs as per terms and conditions prescribed and contained in the enclosed **General Terms and Conditions** i.e. **Annexure-IV** of this tender document.

The tender documents received unsealed or after the due date and time mentioned in tender shall not be entertained.

The last date of receipt of the bid is 9th July 2018 (Monday) latest by 2.30 p.m. Technical Bids will be opened on the same date at 3.00 p.m.

All applications received in NIOS for empanelment will further be shortlisted as per Minimum Eligibility Criteria mentioned in the Tender Document. **Physical inspection of each press will be carried out by the committee for verifying facts/details given in the application form (Technical Bid) by the printer while applying in NIOS for empanelment. At the time of physical inspection of the installed machinery (it should be in working condition), if the details do not match with the list provided by the printer alongwith or quoted in the application form, then the application form/request shall be outright rejected.**

NIOS reserves the right to accept or reject any tender or all or part without assigning any reason.

(Secretary)
NIOS

MINIMUM ELIGIBILITY CRITERIA

1. Number of Printing Machines

One Single Colour sheet fed Printing Machine in size of 23"×36"/25"×38" and One Double colour printing machine in size of 23"×36"/25"×38" and one four colours Printing Machines in size of 26"×40"/28"×40".

2. Other Allied Facilities

- i. In- House Processing facility
- ii. In- House Plate making
- iii. In- House Binding arrangement
- iv. Power Backup at least 50 KVA
- v. Be able to store 1500 Reams of NIOS printing paper in its own godown at a time.

3. Other Prepress facilities desirable

- (i) Composing facilities also with Coral draw, Photoshop, Pagemaker and indesign etc.
- (ii) Scanner/Image setter

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



National Institute of Open Schooling (NIOS)

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A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)

MAIN TERMS AND CONDITIONS FOR EMPANELMENT OF OFFSET PRINTERS IN NIOS

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

1. Interested eligible and experienced tenderers may either obtain the Tender Form from the Section Officer (Printing Unit), 1st Floor, A-24-25, Institutional Area, Sector-62, NOIDA-201309, NOIDA (U.P.) **between 11.00 A.M. to 4.00 P.M. on all working days from 15th June 2018 to 9th July 2018 (upto 2.00 p.m).** The tender document can also be downloaded from NIOS website www.nios.ac.in and from CPPP eProcurement site <https://eprocure.gov.in>
2. The eligible applicant printers are supposed to submit the tender form in two covers:

Annexure – III, Form A Part I and II (Cover A) – Technical Bid

Annexure – III, Form B (Cover B) – Commercial/Financial Bid

Cover ‘A’ – Technical Bid shall be submitted in a sealed cover (first envelope) duly superscribed as **Technical Bid for the empanelment of offset printers 2018 in NIOS.**

The Technical Bid shall consists of following:

- i) Main terms and conditions for empanelment of Offset Printers of NIOS: each and every page from 5-10 should be signed/stamped by the Printer and submitted.
- ii) Application Form, **Annexure – III** Cover ‘A’ (Form A) Part I and II duly filled-in alongwith the **duly supporting self attested documents, wherever required.**
- iii) A Demand Draft of Rs. 1,00,000/- in favour of the Secretary, NIOS payable at Noida, UP towards Earnest Money Deposit.
- iv) Five recently Printed samples bearing print line of the printer.

Note: All details as asked in the blank spaces in application form Annexure-III (Form A) Part I and II should be filled-in properly.

Cover ‘B’ – Commercial/Financial Bid shall be submitted in a separate sealed cover (IInd envelop) duly superscribed as **Commercial/Financial Bid for the formulation of offset printing rates 2018.** The Commercial/Financial Bid shall consists of following:

- (i) The proforma of Commercial/Financial Bid Schedule of Rates Annexure-III, Cover ‘B’ (Form-B) duly filled-in.

Note: Rates in all the blank spaces in Annexure-III (Form B) Commercial/Financial Bid should be filled-in carefully. Fill your reasonable, competitive and workable rates here. Lowest rates in each activity received on this proforma will be picked up and that lowest rates will become our rates, that lowest rates received and approved by the NIOS will be offered to all qualified printers being considered for empanelment in NIOS. These rates will be valid for doing our job initially for ‘3’ years with a further provision of extension for ‘1 to 3’ years on the same terms and conditions and rates.

Both **Technical and Commercial/Financial Bid** duly sealed individually should further be sealed in a separate cover (Third envelop) and superscribed as **Technical and Commercial/Financial Bid for the Empanelment of offset printers 2018 in NIOS**.

Duly sealed tenders must be sent either under registered post or dropped in person in Tender Box kept at Gate near Reception of NIOS HQ., A-24-25, Institutional Area, Sector-62, Noida-201309, UP latest by 2.30 P.M. on or before 9th July 2018. All the **TECHNICAL BIDS** received within the stipulated time will be opened in the presence of tenderers or their authorized representatives, who may wish to attend the opening of tenders in NIOS HQ, at **3.00 P.M. on 9th July 2018**.

The FINANCIAL/COMMERCIAL BIDs will be opened on a later date. Please note, Financial/Commercial bids of those tenderers will not be opened whose Technical Bid does not fulfill the requirements of NIOS tender document and are not qualified by the Physical Inspection Committee of NIOS while verifying the details/infrastructures etc. of the press physically as quoted by the printers in their application form submitted with NIOS.

The decision of the competent authority of NIOS shall be final and binding with regard to opening of the **TECHNICAL & COMMERCIAL BIDs of any printer**.

3. Please note NIOS wishes to prepare panel of printers which qualify Technical Bid/Minimum Eligibility Criteria for printing our Books and other miscellaneous items from time to time of the Institution for its students. Interested and those printers which meet the Minimum Eligibility Criteria strictly are requested to fill the tender document and quote their reasonable, competitive and workable rates for different activities in Bid proforma at **Annexure-III, Form B**. Lowest rates in each activity quoted by the all printers will be picked up and that becomes the rates and will be finalized and approved. These lowest rates in each activity of printing received will be offered to all empanelled printers for printing jobs. These approved rates and panel initially will be valid for a period of minimum 3 years and the panel and rates may also be extended for another next **'1 to 3' years** mutually with the approval of the competent authority of NIOS. Rates therefore may be quoted carefully and the rates must be quoted both in words and figures. In case of difference in words and figures of the rates quoted, the lowest rates offered in words shall be considered as binding on printer. The tender must be signed by an authorized person of the press.

NIOS will offer these finalised rates by speed post/registered post or in person as the case may be, to each successful printer recommended for empanelment asking them to convey to NIOS their unconditional acceptance in entirety. NIOS will not consider any conditional acceptance of its offer. After receiving their unconditional acceptance for rates etc. the printer will have to sign an Agreement with NIOS on non judicial stamp paper of Rs. 100/-, and also have to submit all pages of **Annexure-IV** duly signed and stamped to NIOS.

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

Minimum eligibility criteria as per Annexure-I

No tender shall be considered valid if:

- (a) The tender document has not been downloaded or has not been obtained by the tenderer from the Section Officer (Printing), First Floor, Room No. 111, National Institute of Open Schooling, A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)
- (b) Not submitted in prescribed tender form and not accompanied with **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) by Bank Draft in favour of the Secretary, National Institute of Open Schooling, payable at NOIDA. The Earnest Money Deposit must be accompanied with Technical Bid.**
- (c) The tender is conditional and inconsistent with the terms and conditions of the contract given with this document.

- (d) Printing rates are not quoted according to the units indicated in the annexed Commercial/Financial Bid form.
 - (e) 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)
 - (f) Tender is received after the deadline for submission of bid, will be rejected and returned to the bidder unopened.
 - (g) Tender if not accompanied with atleast **five different publications** printed recently by the press as sample duly **signed and stamped with address on each sample** by the tenderer. This is needed for judging the quality of the press.
 - (h) **Bid Document:** The tenderer is expected to examine carefully all Important Instructions/Informations, Terms and Conditions, Tender Form, Proforma Agreement, Specifications, Annexures, Commercial/Financial bid for Schedules of rates etc. in the tender document. Failure to comply with the requirements of this tender submission will be at the tenderers risk and National Institute of Open Schooling 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/blacklisting and such similar consequences along with forfeiture of Security Deposit.
 6. **Before opening of Financial Bids and empanelment of the Printing Press, the NIOS reserves the right to physically inspect and verify the printing unit/factory to ensure its infrastructures, machines, quality assurance, equipments etc. as quoted by the printer in Application Form for Empanelment to NIOS. After ensuring the same the firm shall be considered for empanelment and only Financial Bids of those printers which were found to have fulfilled Minimum Eligibility Criteria by the physical inspection committee will be opened.**
 7. **EARNEST MONEY DEPOSIT:**
Earnest Money Deposit (EMD) amount of Rs. 1,00,000/- (Rupees One Lakh only) shall be submitted along with Tender in the Technical Bid Cover in the form of Demand Draft/Banker's Cheque from any commercial bank drawn in favour of the Secretary, NIOS and payable at NOIDA (U.P.).
 - i. Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted against the **Security Deposit**.
 - ii. Earnest Money Deposit (EMD) of the unsuccessful tenderer(s) shall be refunded as early as possible.
 - iii. No interest shall be paid on Earnest Money Deposit.
 - iv. **Please note that Earnest Money Deposit (EMD) shall stand forfeited:**
 - (a) **if the bid is withdrawn at any time before the validity period or the printer on his selection refuse to execute the job and refuse to accept the lowest rates so received, finalized and offered by the NIOS.**
 - (b) **if the successful tenderer fails to execute the contract and/or does not deposit the Security Deposit within the stipulated period and also refuse to sign an agreement to NIOS.**
 8. Award of contract shall be within the sole discretion of Institution. The Institution is not bound to award the contract on the basis of bids received. It shall be open to the Institution 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 Institution reserves the right to reject or accept whole or any part of the tender. The interest of the Institution shall be paramount. No bidder shall have any indefeasible rights to be awarded to a contract even if his price is the lowest.

Lowest rates quoted by any of the printer in each head will become **Printing Schedule of Rates of NIOS** and will be offered to all printers recommended for empanelment and earlier qualified in their Physical Inspection. These lowest rates so received will remain valid initially for a minimum period of '3' years for printing NIOS Books etc. These rates and panel may also be extended for another '1 to 3' years mutually with the approval of the Competent Authority of NIOS. The decision of the Institution on the tender/contract shall be final and binding on the tenderer/contractor. **Therefore all eligible interested printers which fulfill Minimum Eligibility Criteria are required to see it carefully and quote their reasonable, competitive and workable rates.**

9. **SECURITY DEPOSIT of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only).** The successful printers which are recommended for empanelment in NIOS will have to submit Security Deposit in the form of Bank Draft/Bank Guarantee in favour of the Secretary, NIOS payable at Noida, UP.
 - (a) The Security Deposit can be forfeited by the order of the Chairman, NIOS, 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 Chairman, NIOS, sufficient to cover an incorrect or excess payment made on the bills of the printer, or towards balance paper with printer, if any, shall be retained or adjusted by the Institution until the final report on the account of the bill had been received and examined.
 - (b) Any sum of the money due and payable to the Contractor(s) including Security Deposit refundable to him/them under this Contract may be appropriated by the NIOS and set off against any claim of NIOS in respect of any sum of money arising out of under any other Contract(s) made by the Printer with the NIOS and for such purpose the NIOS shall be entitled to realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as NIOS may think fit.
 - (c) The Security Deposit shall be released by the Institution only after completion of the contract period.
10. **PERFORMANCE SECURITY DEPOSIT:** The successful tenderer will have to furnish performance security in the form of **BANK GUARANTEE/DEMAND DRAFT** for suitable amount in favour of the Secretary, NIOS, NOIDA against the watermark printing paper that may be issued to the tenderer from time to time by the Institution for printing NIOS books/jobs. "However, it may vary depending upon number of empanelled printers and job awarded to each printer" at each time. This has to be obtained from nationalized banks or banks floated by public financial institutions (such as HDFC, ICICI, Axis Bank, IDBI Bank etc.). Validity of the Performance Security Deposit may be kept **one year** and to be renewed as per NIOS requirement from time to time.
11. **INSURANCE COVERAGE:** The successful tenderer will have to furnish a comprehensive insurance policy cover for the printing paper / material issued to them against the contract for an amount of **Rs. 10,00,000/- (Rupees Ten Lakh only)** covering the cost of printing paper/material in favour of the Secretary, NIOS.
12. The Institution reserves its right to take any such action(s) as may deemed fit against the contractor in case of failure on the part of the tenderer for fulfilling the contract apart from **forfeiture of earnest money/security deposits.**
13. Acceptance of offer will be communicated by the printer in writing on their letter heads and in the meanwhile, the tenderer will act upon the instructions contained in the letter. **The successful tenderer recommended for empanelment will also have to sign an agreement on Rs. 100/- non-judicial stamp paper with NIOS. In addition of this all pages 25 to 35 of this Tender Document of Annexure-IV will have to be signed/stamped and submitted to NIOS.**

14. **INCOME TAX RETURNS:** The successful tenderer will have to necessarily furnish a copies of latest Income-Tax Return from the Income-Tax Office for the last 3 financial years duly attested by Chartered Accountant. The firm should also furnished Profit and Loss A/c and Balance Sheet audited by a Chartered Accountant for the last 3 years.
15. The terms and conditions of this agreement shall be applicable on all jobs i.e. course materials/books, posters, invitation card, brochures, Wall Calendars, Almanacs job work etc. which will be assigned by the NIOS, as per its requirements from time to time.
16. **EMPANELMENT AND CONTRACT PERIOD:** The Empanelment and Contract (as also the Printing schedule of rates finalized) would be initially valid for a period/term of **3 years**. The same may be extended further by '**1 to 3**' years mutually with the approval of the Competent Authority of NIOS.
17. A list of clients of the firm under Government Department/PSU/Undertakings along with an undertaking that the firm was not black-listed by any Government Department/PSU/Undertakings may also be furnished alongwith Technical Bids.
18. NIOS reserves the right to accept or reject any bid, and to decline the invitation of bidding process and reject all the bids.

Secretary, NIOS



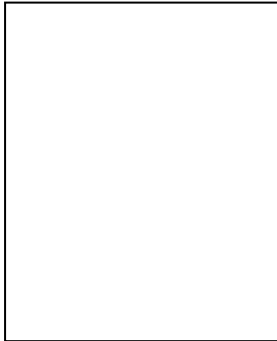
National Institute of Open Schooling (NIOS)

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A-24/25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)

Technical Bid (in Cover - A)

(i) Questionnaire to be Answered by Offset Printers Applying for Empanelment in NIOS

(1)	Mention Number of Printing Machines available: (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.	
(4)	Can you store our stock of printing paper free of Charge in your godown. Please mention how much reams you can store.	
(5)	Give brief description regarding your establishment and clients	
(6)	Submit five specimens each printed by you in black and white, two colour and in four Colour to assess the quality of work done by you.	
(7)	EMD Details (DD No., Date & Amount etc.)	



Printer's 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 _____



National Institute of Open Schooling (NIOS)

A-24-25, Institutional Area, Sector-62, NOIDA-201309

APPLICATION FORM FOR EMPANELMENT OF OFFSET PRINTERS IN NIOS

(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. and _____ream can be stored
UNIT-II : Belongs to the owner of the Press - YES No
(If any)
On lease/rent - YES No
Total covered area : _____sq./m.
Storage space : _____sq./m. and _____ream can be stored

Note: Photocopy of the Ownership/Lease/Rent deed may be provided.

6. Date of Establishment : _____
7. Is the Press registered :
(Attach photocopy)
 (a) With DM : _____
 (b) Under SSI : _____
 (c) With Shop and Establishment Act : _____
 (d) Declaration before the Police
 Commissioner/Magistrate for
 running/having a press : _____
 (e) Under any other Act : _____
(Please specify)
8. Name and address of the bankers :
 Stating the name in which the
 account stands with IFSC code for RTGs
9. Permanent Account Number. (PAN)
(Attach attested copy of latest ITRs) :
10. Is the firm insured against fire,
 theft, burglary, riots etc.? :
 If so, please state the amount for which
 it is insured, the name of insurance
 company and the policy number
11. GSTIN No. : _____ (enclose copy)
12. Total number of employees
- | | | | | | | |
|-------------|---------|----------------------|--------|----------------------|-------------|----------------------|
| Unit – I : | Regular | <input type="text"/> | Casual | <input type="text"/> | Contractual | <input type="text"/> |
| Unit – II : | Regular | <input type="text"/> | Casual | <input type="text"/> | Contractual | <input type="text"/> |
13. No. of shifts and shift-timings :
14. Godown facility available with size :
15. Total Power Connection :
(Enclose copy of sanctioned Load)
16. Alternate Power Arrangement : KVA
(during power failure)
17. Has the press obtained NOC from
- | | | | | |
|---|-----|----------------------|----|----------------------|
| i) Municipal Corporation and Police
(Attach photocopies) : | Yes | <input type="text"/> | No | <input type="text"/> |
| ii) Pollution Control Board
(Attached photocopies) : | Yes | <input type="text"/> | No | <input type="text"/> |
- (If 'No' for any document asked reason may be given)

18. Give Names and Addresses of three reputed clients of Govt. /Semi Govt. / Autonomous Organization
(Enclose copy of recent orders)
- : (a) _____
- : (b) _____
- : (c) _____
19. KYC (Aadhar Card, PAN Number, GSTIN, PF, ESIC etc.) Registration Proof and 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 all the terms and conditions, governing the Printing work of the NIOS, as Given in **Annexure II & IV** and hereby agree to abide them and also sign an agreement later.
2. The informations provided by us in **Annexure-III** regarding the detail of equipments and manpower is correct and if the information found by the Physical Inspection team of your office to be incorrect should lead to the cancellation / rejection or removal of our press from your panel.

Signature:
(With Date)

Name :

Seal :

Note: All photocopies attached should be self-attested with seal

(II) Details of Equipments and Machines

A : Process Department

(Whether own arrangement of the press or positives/negatives done 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./CTP

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

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

Sl. No.	Particulars	Name and Model	Size	Number
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

(A) Address Unit-I _____

Phone Nos. _____
Contact Person _____
(Name)

Four Colour Sheet Fed Offset Printing Machine						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

Two Colour Sheet Fed Offset Printing Machine/Perfector						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

Single Colour Sheet Fed Offset Printing Machine						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

(B) Address Unit-II _____
(If any) _____

Phone Nos. _____
Contact Person _____

Four Colour Sheet Fed Offset Printing Machine						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

Two Colour Sheet Fed Offset Printing Machine/Perfector						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

Single Colour Sheet Fed Offset Printing Machine						
Sl. No	Size	Make	Maximum Sheet size	Minimum Sheet size	Speed per hour	Output in One Shift
1.						
2.						
3.						

Documentary Evidence (if any).

Number of Machine Operators	Unit-I :	+	Unit-II	=	
-----------------------------	----------	---	---------	---	--

Number of Supervisory Staff in Printing Machines :	Unit-I :	+	Unit-II	=	
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(IV) Binding and Warehousing Department (Unit-I & II)

Type of Machine	Size	Number of Machines
<p>(a) Cutting Machines</p> <p>(I) Single side cutter <input data-bbox="607 338 716 407" type="text"/></p> <p>(II) Three side cutter <input data-bbox="607 438 716 508" type="text"/></p> <p>(b) Section Sewing Machines</p> <p>(c) Wire Stitching Machines</p> <p>(I) Single Stapler <input data-bbox="607 617 716 686" type="text"/></p> <p>(II) Double Stapler <input data-bbox="607 709 716 779" type="text"/></p> <p>(d) Folding Machines</p> <p>(e) Perforating Machines</p> <p>(f) Perfect Binding Machines (No of clamps)</p> <p>(g) Punching Machines</p> <p>(h) Shrink Packing Machine, if any.</p> <p>(i) Lamination Machines</p>		

(V) Any other facility available like Laser Composing (DTP), Designing, Digital Printing and spiral binding etc.

DECLARATION

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

Signature : _____

Name : _____

Seal : _____

Place : _____

Date : _____



NATIONAL INSTITUTE OF OPEN SCHOOLING (NIOS)
(An autonomous Institution under MHRD, Govt. of India)
A-24-25, Institutional Area, Sector-62, Noida, UP

Commercial/Financial Bid (put in Cover-B)

SCHEDULE OF RATES FOR OFFSET PRINTING AND OTHER RELATED OPERATIONS

A] **PROCESSING:** (for text & cover)

Note: The positives/negatives will be the property of NIOS 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 NIOS, immediately after the completion of the job, before submission of pre receipted bill(s) in triplicate. 2 cm extra film will be given on all four side of print area.

1. Processing of Text/Cover and line drawing

- | | |
|---|---|
| a) Negative making Rs. <input type="text"/> per colour/per sq. inch, | Positive making Rs. <input type="text"/> per colour/per sq. inch |
| b) Outputting from Image Setter from the matter in CD/Pen drive etc.
(Minimum processing area 20 sq. inch) | Negative Rs. <input type="text"/> per colour/per sq. inch,
Positive Rs. <input type="text"/> per colour/per sq. inch |

2. Scanning/Planning with outputting of Text/Cover

- a) Scanning/planning from Art work/Photo provided/colour printout Rs. per colour/per sq. inch
- b) Scanning/planning from CDs/Pen drive etc. Rs. per colour/per sq. inch

B] **PLATEMAKING: TEXT**

(Rate in Rs. Per plate/per colour)

1. 23"×36"

2. 18"×23" or part thereof

Surface Plate(s) (Rs.)	Deep Etch Plate(s) (Rs.)	P.S. Plate(s) (Rs.)	CTP Plate(s) (Rs.)

C] **PLATEMAKING: COVER**

(Rate in Rs. Per colour/per side)

1. 11½"×18"

2. 9"×11½"

D] **PRINTING:** i) Printing of **text per colour/per side** (Rate in Rs.)

ITEM	Rate for first 1000 copies (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.)
(A) Text Printing								
For sizes 23"×36"								
For sizes 18"×23"								
For sizes 11½"×18" or part thereof								

ii) Printing of **cover per colour/per side** (Rate in Rs.)

ITEM	Rate for first 1000 copies (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) Cover Printing								
For sizes 11½"×18"								
For sizes 9"×11½"								

E] BINDING:

1. **Centre Stitching (Rate to be inclusive of complete folding, gathering, collating, cover creased and centrally stitched by wire at two places at spine):
(Rate in Rs. Per 1000 copies)**

- a. Per forme of 16 pages
- b. Per forme of 8 pages
- c. Per forme of 4 pages
- d. Pasting/tipping of 2 pages
- e. Cover Creasing & Stitching

23"×36"	18"×23"
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____

2. **Side Stitching (Rate to be inclusive of complete folding/gathering, collating and side stitched by wire, at two places, cover creased and pasted at spine):
(Rate in Rs. Per 1000 copies)**

- a. Per forme of 16 pages
- b. Per forme of 8 pages
- c. Per forme of 4 pages
- d. Pasting/tipping of 2 pages
- e. Cover Creasing and Pasting

23"×36"	18"×23"
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____
Rs. _____	Rs. _____

3. **Perfect Binding including Creasing & Pasting of Cover:
(Rate to be quoted for complete Folding, gathering, collating of all text pages with cover drawn and glued along the spine with hot special glue with machine only)**

- a. Rates per copy upto 100 pages (in Rs.)
- b. Rates per copy per additional forme of 16 pages or part thereof

23"×36"	18"×23"
Rs. _____	Rs. _____
Rs. _____	Rs. _____

3. (i) **Polythene Packing of books in 25 microns Polythene (Minimum Two and more books in 1 polythene)** - Rs. **Per polythene (Book Size 23''×36''/8vo having different no. of pages) Rates may be quoted including gathering of books and putting in Polythene then packing with tape)**
- (ii) **Plastic strapping of NIOS books (Minimum Two and more books in each set). 9 mm plastic strapping of books horizontally and vertically** - Rs. **per set (Book Size 23''×36''/8vo having different no. of pages) Rates may be quoted including gathering of books and making a set)**

F] **LAMINATION:** Gloss: Rs. per sq. inch **Matt Finish:** Rs. per sq. inch

G] **PACKING AND FORWARDING OF BOOKS:**

Supply of books to NIOS godown at Rana Pratap Bagh, Delhi godowns duly packed, using duplex board of atleast 150 gsm on the top and bottom of the bundles, thereafter it should be tied with strip making cross on the bundles (strip packing widthwise and lengthwise)

Particulars		For size 23''×36''/8vo (8½''×11'')	For size 23''×36''/16mo (5½''×8½'')
		Rate per 1000 books Rs. P.	
i.	Minimum Charges		
ii.	Books up to 64 pages containing 50 books in a packet		
iii.	Books of 65 to 120 pages containing 25 books in a packet		
iv.	Books of 121 to 180 pages containing 20 books in a packet		
v.	Books of 181 to 360 pages containing 10 books in a packet		
vi.	Books of 361 & above pages containing 5 books in a packet		

H] **FREIGHT/CARTAGE FOR LIFTING OF PRINTING PAPER FROM NIOS GODOWN AT RANA PRATAP BAGH, DELHI:**

(Paper to be used for printing of the NIOS books is to be provided by the NIOS, paper is to be lifted by the printer from NIOS Rana Pratap Bagh, Godown, Delhi. Freight will also include loading and unloading charges for either ends or any other miscellaneous charges.

Minimum Charges = Rs.

Rate Per Quintal = Rs.

I] WASTAGE OF PAPER:

Percentage (%) of wastage of paper for sheet printing

For 100 to 2,000 copies			For 2,001 to 4,000 copies			For 4,001 to 10,000 copies			For 10,001 copies and above		
Single Colour	Two Colour	Three/Four Colour	Single Colour	Two Colour	Three/Four Colour	Single Colour	Two Colour	Three/Four Colour	Single Colour	Two Colour	Three/Four Colour
(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)

J] GST Rs.....wherever applicable will be reimbursed, if claimed.

Authorized Signature and Stamp

Letter confirming acceptance of rates offered by NIOS

To,

The Secretary
National Institute of Open Schooling (NIOS)
A-24-25, Institutional Area,
Sector-62, Noida, UP

Ref.: NIOS's letter no. Dated.

Sir,

1. I/We hereby confirm our unconditional acceptance of the schedule of rates offered by NIOS in the letter cited above. In token of our acceptance we return herewith a copy of the rates duly signed and stamped by us.
2. We have already deposited Security Money as per details given below.
3. I/We accept that this Security Money shall remain with the NIOS till the name of the firm exists on the panel of Offset Printer of NIOS and no interest on the Security Money shall be claimed by me/us or my/our successor or nominee at any point of time.
4. I/We am/are also in the process of signing the Contract Agreement with NIOS after fully understanding and accepting the content of it and also the General terms and Conditions for Agreement/Contract.

Signature of the Authorised Signatory

with stamp



National Institute of Open Schooling (NIOS)

(An autonomous Institution under MHRD, Govt. of India)
A-24-25, Institutional Area, Sector-62, Noida, UP

GENERAL TERMS AND CONDITIONS FOR AGREEMENT

- 1. PARTIES:** The Parties to the Contract are the Printer and the NIOS through the Secretary, National Institute of Open Schooling (NIOS), its successor and assignee. Printer whose application has been accepted for empanelment on the panel of the printers by the NIOS and is named as such in the contract agreement.
- 2. ADDRESS OF THE PRINTER AND NOTICES AND COMMUNICATION ON BEHALF OF THE NIOS:** 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 speed/registered post with acknowledgement due to the Secretary, National Institute of Open Schooling at above address. 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 NIOS:** Any communication or notice on behalf of the NIOS in relation to the Printer may be issued to the Printer either by speed/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. Anything in this terms and conditions referred as NIOS means National Institute of Open Schooling and is on behalf of the Secretary, NIOS, his assignee and successor.
- 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 supply these "Goods" means the printed books and other printed materials that the Printer is required to supply to the NIOS under the Contract Agreement against the job order(s) placed with the printer from time to time and "Services" means all of the services that the Printer is required to render in completion of the job(s) assigned to the printer under the Contract Agreement and any other "Related Services" means services ancillary to the transport of the books or other publications and printing papers, such as loading and unloading, providing labourers and ladders for trucks etc., and any other incidental services and other obligations of transportation covered under the Contract Agreement. "The Contract Agreement" means the Agreement entered into between the NIOS and the Printer, as recorded in the Contract Agreement signed by the parties, including all pages, all the attachments and appendices thereto and all documents listed therein.

"Job Order" means the letter containing the details of jobs, quantum of work assigned to be performed and the delivery schedule for the supply of goods to be executed under the Contract Agreement. The rates charged by the Printer for the printing and related works rendered under the Contract Agreement against specific Job Order shall not vary from the rates notified by the NIOS and accepted by the Printer. Any excess claim by the Printer will be disallowed. 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. For any kind of

failure/lapse on part of the printer towards non-completion of any job assigned in time or any defective printing etc. the decision of the NIOS in this regard shall be final and binding on the printer. The supplies, if already made and delivered and if rejected by NIOS will be removed by the printer at his expense. The NIOS 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 NIOS 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 and retain any amount from after paying expenses on sale (s) towards any sum due from the printers.

5. (a) **Subletting of Assignment:** The Printer shall not 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 NIOS 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 NIOS, 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 NIOS. However in case the Printer has failed to stand by its obligations as undertaken herein, NIOS 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 NIOS by speed/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 NIOS 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 other such clauses, as far as possible shall be applicable. The decision of the NIOS 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 lose of clarify and efficiency. Efforts should be made to stick to the print order, however, if some copies are printed extra despite the best efforts by the printer, if these copies are supplied to NIOS store, for this no extra printing charges etc. will be given, however NIOS may consider allowing the actual paper consumption on these extra copies supplied.
- (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, and

follow directions from NIOS issued from time to time for job specifics, if any for safe execution of order/job.

7. **INFORMATION AS TO WORK IN HAND:** The Printer shall whenever called upon to do so, give full particulars and informations with regard to any work in hand and shall also permit any employee of the NIOS connected with the work to inspect the printer's premises at any time to verify the statements/claims etc. The Printer shall give all assistances and informations as may be required to do so by NIOS and give detailed explanations of the cause of non-delivery of any work.
- (a) The NIOS has all the rights to enter into the premises of its empanelled Printers at any time and day for inspection of the press and make on the spot inquiries whether any job assigned by the NIOS is in progress or not. The Printer shall extend his/her full co-operation to facilitate the inspection and answer the queries of the inspecting official(s) to his/their fullest satisfaction.
 - (b) The inspections and tests by the inspecting official(s) may be conducted on the premises of the Printer or at point of delivery and at the final destination of the goods. If conducted on the premises of the Printer, all reasonable facilities and assistance shall be furnished to the Inspector(s) at no charge to the NIOS.
 - (c) Should any inspected Goods fail to conform to the specifications, the NIOS may reject them and the Printer shall either replace the rejected goods or make all alterations necessary to meet specified requirements free of cost to the NIOS, within a period of 10 (Ten) days of intimating such rejection/or as instructed by the NIOS.
 - (d) The NIOS's right to inspect, test and where necessary, reject the Goods after the Goods' arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the NIOS or its representative(s) prior to the Goods despatch from the place of the Printer.
8. **RETURN OF ALL MATERIAL SUPPLIED TO PRESS BY NIOS:** All materials prepared by the printer (or provided to the printer) for the printing of any work entrusted to him by the National Institute of Open Schooling such as all art works, negatives/positives of text and cover, CDs/DVDs etc. shall remain the property of the NIOS and shall be returned to NIOS neatly and securely packed to prevent damage along with the original manuscripts and printed copies. All materials should be returned to NIOS in proper manner as explained and as directed by the NIOS from time to time for safety of the materials, so that it is not damaged at any stage. 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 Art Cards etc., will be sanctioned to the printer by the Printing Unit, NIOS as required for printing of job(s) and will be issued by the Material Distribution Unit, NIOS presently at Rana Pratap Bagh, Delhi.
 - b) The printer will lift the paper required for the job as per paper indent issued, the lifting charges of such lifted paper from the supply source to the printers premises shall be paid by the printer. Subsequently freight/lifting charges shall be claimed from the NIOS as finalised, approved and conveyed to the printer.
 - c) The printer shall provide himself with the necessary staff and transport for the purpose of loading and unloading. 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, if any should be rendered at the end of each Financial Year also on their letter head. The surplus quantities must be returned and/or carried forward for next job and/or as directed by the NIOS. If the printer is not in a

position to return such surplus/balance paper at the end to NIOS, and use the same for any of NIOS publication as directed, the NIOS may recover the cost of such paper from printers pending bill(s)/security deposit at the price NIOS may deemed fit.

- 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. 10,00,000/- (Rupees Ten Lakh Only) covering the cost of paper/materials in favour of NIOS. Security deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousands Only) in the form of Bank Guarantee/Bank Draft drawn in favour of NIOS should be furnished as and when asked by NIOS.**
- f) The quantity of paper mentioned in the paper indent will be issued/supplied by the NIOS to the authorized representative of the firm for the printing of publications, after taking proper receipt acknowledgement.
- g) Delivery of paper may be taken from the NIOS Paper Store on all working days 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 beyond 4.00 p.m. also. Paper is to be collected immediately from NIOS paper godown presently at CWC, Rana Pratap Bagh, Delhi.
- h) Before taking delivery the printers are required to check the paper/card issued to the press carefully. After delivery NIOS will not be responsible for the condition, quantity etc., of the paper/card issued/supplied.

10. WASTAGE ALLOWANCE

Percentage of Wastage allowance for printing will be on the basis of Print run as finalised, approved and conveyed by the NIOS for different slabs of print runs. Printers are bound to follow it.

11. (a) DELIVERY AND DOCUMENTS

- (i) Advance copies of the printed book as specified in the Job Order shall be supplied by the Printer, seeking approval of the advance copies by the NIOS. The bulk supplies duly incorporating the correction or improvement, if suggested by the NIOS shall be delivered to the NIOS's Stores as per bifurcation of quantities given at the time of approval of the advance copies.
- (ii) Delivery of the Goods shall be made by the Printer in accordance with the delivery schedule specified by the NIOS in the Job Order placed with the Printer. It is Printer's duty to deliver the printed books and other material at godown of the NIOS, as listed in the Job Order or as directed by the NIOS.

(b) Incidental Services

- (i) The Printer may be required to provide any or all of the following services, including additional services as per the requirements of the job assigned to him/her from time to time by the NIOS.
 - (a) Loading at point of despatch (Paper and Books)
 - (b) Unloading at point of delivery (Paper and Books)
 - (c) Stacking in godown at point of delivery (Books and Paper)
- (ii) No additional cost will be borne by the NIOS towards these above services

(c) **Assignment**

Job should be completed within delivery schedule. Short supply if any should be completed within 15 days from the date of last supply. Printer has to return positives within 15 days failing which action will be taken.

(d) **Recovery of the cost of defective/damaged positives**

Twice the cost of all such positives which have been received in defective/damage condition or found missing shall be recovered from the Printers on the basis of outputting rates being paid by the NIOS.

(e) **Late Return/Submission of Film Positives**

The entire positives of the job assigned for printing supplied by the NIOS or made by the Printer as per orders of the NIOS are to be returned/submitted immediately maximum within 15 days of the supply of last lot of books failing which recovery @ Rs.500/- (Five hundred) per day for each day of default shall be made.

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

- (a) Press will Supply the books to NIOS godown at Rana Pratap Bagh, Delhi duly packed, using duplex board of atleast 150 gsm on the top and bottom of the bundles, thereafter it should be tied with strip making cross on the bundles (strip packing widthwise and lengthwise).
- (b) Charges for packing and forwarding of books and freight/cartage charges for lifting of NIOS Paper from paper store shall be paid as rates finalized and communicated by the NIOS.
- (c) If a printer requests for re-issue of paper/art card 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 from the printer with details of nature/circumstances of loss, quantity, etc.
 - (b) Printer agrees to be charged (deducted from payment due to printer by NIOS for any job) at any rate NIOS deemed fit for that recovering the cost of paper/art card.

13. DELIVERY

- (a) The Printer shall deliver materials to the MD Unit of NIOS at Rana Pratap Bagh, Delhi 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 NIOS 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 NIOS only if the stores/printed copies have been delivered.
- (c) **Timely Collection of Job Order, Paper & Positives etc.:** Once the job orders are ready and both paper and positives, CRCs, CDs etc. are available in Printing Unit, it is binding on the press to collect the work order, paper, positives etc. immediately as and when asked for. However, if for some genuine reasons eg. paper/positives, CRCs, CDs etc. are not ready and available in Printing

Unit and printer is not able to collect paper/positives within the stipulated time, it may be brought to the notice of NIOS immediately in writing.

Delay on part of the printer at any stage would automatically invite penalty as per norms and as NIOS deemed fit and the press would be considered as defaulter. The defaulting presses may be considered for stoppage of any further job(s) etc. including blacklisting from the panel of NIOS.

(d) **Time for Completion of the order:** The time specified and conveyed 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.

(e) **Delays in the Printer's Performance**

(a) Delivery of the Goods and performance of the Services shall be made by the Printer in accordance with the time schedule specified by the NIOS in the Job order issued against each Job and accepted by the Printer or as conveyed.

(b) Any inordinate delay by the Printer in its delivery obligations shall render the Printer liable to any or all of the following:

(a) cancellation of the order totally or partially,

(b) forfeiture of its Security Money,

(c) liquidated Damages/Recoveries and/or

(d) Termination of the Contract Agreement.

(f) **Liquidated Damages and Recoveries**

(a) *For delays in printing and supply of textbooks and other printed materials:* Both the printer and the NIOS agree that timely supply of the textbooks to the students are a time bound programme in an academic year. Time and date of delivery shall be the essence of the contract. If the Printer fails to deliver any or all of the Goods within the period(s) specified in the Job Order and/or conveyed, the NIOS shall, without prejudice to its other remedies for seeking appropriate damages and compensated, deduct Liquidated Damages from the Printer's claim by way of penalty. Recovery from the Printer as agreed Liquidated Damages shall be calculated @ 2% per week (If the delay is less than a week damages will be calculated on pro rata basis per day) of the admissible amount of the quantity of goods supplied late. This agreed Liquidated Damages may not exceed to 10% (ten percent) of the total admissible claim of the Printer against the particular job. This is an agreed, genuine, and pre-estimate of the damages duly agreed by the both parties. The decision on this issue by NIOS shall be final and binding upon the Printer.

If there is genuine delay on part of the NIOS, like non-availability of paper, films, CRCs, CDs etc. and job could not be completed within given time to the printer, then NIOS may look into the genuineness and may decide accordingly.

(g) **Defects in Execution of Print Jobs**

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 NIOS.

(a) The following deductions will be made from the printer's claim for the unsatisfactory work.

Sr. No.	Particulars	Deduction for unsatisfactory work
1.	Defective Printing	
	Improper registration in text and or cover or any other Printing defect arising due to use of defective plate or defective blanket or any printing defect other than above.	2% of the printing charges for the entire lot.
2.	Defective Binding	
	Improper cover creasing (4 Creased) or Improper Cover Pasting or Cross cutting of books or improper perfect binding or any binding defect other then above.	2% of the Binding charges of the entire lot.
3.	Over Trimming	
(i)	If the book is short in size up to 8 mm in width and or in length.	2% (per side) of the total admissible amount of defective lot. The books found short in size up to 5 mm will be accepted only once with warning.
(ii)	If the book is short in size by more than 8 mm in width and or in length.	5% (per side) of the total admissible amount defective lot.
	<i>Note: In such cases where the design appearing on the text pages is to be flush cut, the book moderately short in size may be accepted, keeping in view the design.</i>	

In the event of a work being wholly rejected, the NIOS may at its 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.

14. FORECLOSURE

- (a) If at any time after the acceptance of the tender, the NIOS shall for any reason whatsoever do not require the whole or part of the job to be carried out, NIOS 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 NIOS shall decide the sum that may be paid to the Printer as charges of compensation for the work already done and NIOS decision in this behalf shall be final and binding on the printer. However, the Contract may be terminated by NIOS 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 NIOS well in advance without prejudice to the rights of NIOS 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 NIOS 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 NIOS 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 or part of a week during which the job may be in arrears. The decision of the NIOS 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. If any items of work/operation not provided for, are required to be performed, rates to be paid therefore shall be determined by the NIOS.
- c. The **bill should be submitted immediately and maximum within 3 months** of the date of last supply of the printed materials unless delayed for any genuine reason which will have to be explained to NIOS. 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. REMOVAL FROM THE PANEL OF PRINTER

- (a) Refusal of job by an empanelled Printer in two subsequent printing session to accept and execute the job, orders for which have been placed by the NIOS, for the reasons not covered under Force Majeure shall be viewed as violation of the Contract Agreement and the NIOS has the right to remove the name of the Printer from the Panel of Printers after issuing a Show Cause Notice, and after considering the reply. If the printer wants to be heard in person, NIOS will provide him an opportunity to do so.
- (b) Refusal of Printer to accept and execute low print order job(s) by preference shall be deemed as violation of the Contract Agreement leading to removal of the name from the Panel of Printers of such printers after issuing a Show Cause Notice.
- (c) A Printer failing to supply the books within the time period(s) as specified in the Job Order or within extension thereof granted by the NIOS in a printing session for any of the three out of every five jobs assigned to him/her for execution and liquidated damages in this regard has been imposed on him/her on all such occasions, shall be removed from the Panel of Printers in accordance with procedure in Clause (a) above.
- (d) Printers failing twice in a printing session in executing the print jobs out of every five jobs assigned to him/her to the satisfaction of the NIOS but the goods have been accepted by the NIOS with warning for unsatisfactory execution and or liquidated damages have been recovered for poor/unsatisfactory production is liable to be removed from the panel of NIOS Printers.
- (e) Use of paper by the Printer other than provided by the NIOS in any of the jobs assigned by the NIOS is a fraudulent action and in such cases Printer shall be removed from the Panel of Printers and Security Deposit forfeited.
- (f) The Printer involved in any fraudulent activity proved beyond doubt shall be removed from the Panel of Printers after issuing Show Cause Notice and not finding the reply satisfactory. In such cases the Printer may also be black listed and legal action against the Printer may also be initiated.
- (g) If the Printer shifts somewhere else, its machinery and equipment after empanelment, without prior intimation to the NIOS, the Printer shall be liable for removal from the Panel of Printers and the Security Deposit forfeited.

- (h) If the printer disposes of the machine(s) thus falling short to fulfil the minimum criteria of empanelment shall be removed from the Panel of NIOS Printers after considering Printer's reply to the Show Cause Notice.
17. The security deposit may be forfeited by order of the NIOS, 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 NIOS sufficient to cover an incorrect or excess payments made on the bills of the Printers bill has been received and examined.
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 NIOS 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 NIOS 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 NIOS whose decision shall be final and binding) on demand by the NIOS 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 NIOS to recover such sum from any sum or sums then due or which at any time with the purchaser or the NIOS from the security deposit, if any deposited by the Printers otherwise from the Contracts/Bills.
- (b) Without prejudice to the rights 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 NIOS and set-off against any claim of NIOS 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 NIOS as and when asked for in good condition and/or may be used for next job. In case the paper/materials remain non-returned and the cost alone of such substances is required the recovery will be at the prices NIOS may deemed fit plus penal charge which would in effect be the cost plus extra.
- 20. ENHANCED /ADDITIONAL PRINT ORDER**
- (a) The NIOS reserves the right to enhance the print order or place additional order for any of the print jobs assigned to him/her on the following basis:
- (b) By revising the job order placed with the Printer.

- (c) By placing fresh job order to the Printer for the enhanced/additional quality of print order. Similarly the NIOS also reserves the right to reduce/restrict the print order as per the requirement of NIOS.

21. TERMINATION FOR CONVENIENCE

The NIOS, by written notice sent to the Printer, may terminate the contract Agreement and the job order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NIOS's convenience, the extent to which performance of the Printer under the contract is terminated, and the date upon which such termination becomes effective.

22. RESOLUTION OF DISPUTES

- (a) The NIOS and the Printer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with any job assignment by the NIOS to the Printer under the Contract Agreement.

- (b) The venue of arbitration shall be New Delhi.

23. GOVERNING LANGUAGE:

The Contract Agreement shall be written in English or Hindi.

24. TAXES AND DUTIES

The Printer shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the NIOS. However, GST in respect of the transaction between the NIOS and the Printer shall be payable extra.

25. INSOLVENCY AND BREACH OF CONTRACT:

The NIOS 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 NIOS for any extra expenditure he is thereby put to and the Printer shall under no circumstances be entitled to any gain or re-purchase.

26. **PROCEDURE FOR SUBMISSION OF BILLS:** After the work has been completed the pre-receipted bill for the work in triplicate be prepared on the basis of the accepted rates offered by the NIOS shall be submitted by the Printer to the NIOS for necessary action together with (i) Delivery vouchers for the supplies made to Material Distribution Store (ii) Specimens copies of the work done (iii) Account showing the receipt and consumption and balance, if any, of the paper (iv) other document/delivery challan in support of positives / negatives along with the bill. The balance quantity of the paper, if any should be kept in safe custody pending the receipt of disposal instruction from the NIOS for printing other job etc.
27. **POST PAYMENT AUDIT OF PRINTER'S BILL:** The NIOS reserves the right to carry out a post payment audit of the printer's bill including all supporting vouchers. The NIOS 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.
28. **REPRESENTATION BY PRINTER:** In case the printer is aggrieved regarding any matter under this contracts a representation in writing may be given to the NIOS giving complete details of the facts.
29. **IMPRINT PAGE:** The imprint page should be printed as per the Publishing Convention being followed everywhere and as directed by the NIOS from time to time.

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

CONTRACT AGREEMENT

This **Agreement**, hereinafter referred to as the "Agreement" is made at NOIDA, U.P. on the day of _____
2018.

BETWEEN

National Institute of Open Schooling, (An autonomous Institution under MHRD, Govt. of India) having its principal office at A-24-25, Institutional Area, Sector-62, NOIDA-201309, U.P. through its authorised signatory, the Secretary, which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors;

AND

_____ (Name of Contractor / Sole Proprietorship / Company / Partnership) hereinafter referred to as the "Printer") having its registered / principal office at _____ through its authorised 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 NIOS is an autonomous Institution under MHRD, Govt. of India with a view to democratise education and disseminate knowledge through novel techniques and methodologies for the benefit of large sections of the society;

Whereas, NIOS in the course of its activities, grants contract to Printer for undertaking printing jobs and books etc. in connection with the activities undertaken by NIOS.

Whereas, the Printer has been selected/approved for award of contract, for printing work, hereinafter referred to as the "**Contract**", for a period of _____ months/years in accordance with letter No. _____ dated _____

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

WHEREAS the NIOS has empanelled the Printer for Processing, Plate making, Lifting of Paper, Printing, Binding, Packing and Forwarding of the printed material based on his/her application and whereas the printer has accepted the Schedule of Rates offered by the NIOS to the Printers.

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

1. The printer will lift printing paper from **NIOS paper store presently at Rana Pratap Bagh, CWC Godown, Delhi and other required materials for printing books etc. from NIOS HQ, Sector-62, NOIDA as and when asked for.** Fixed rates framed under the schedule of rates for offset printing shall be allowed for collection of paper and delivery of books at NIOS godown irrespective of distance of printing unit from the NIOS godown.
2. The PRINTER is responsible for the timely collection of all material related to the WORK i.e. manuscript, CRC, press copy, negatives/positives and printing paper etc.

3. The contract agreement consists of this contract Agreement, Annexure-II, IV, important instructions and informations and schedule of printing rates.
4. The Printer shall take every care to see that the work or any portion thereof does not fall into unauthorized hands. The contractor shall not assign or sublet the contract or any part thereof the assigned job(s).
5. GST wherever applicable will be reimbursed, if claimed.
6. The printer shall be entirely responsible for the safe transportation, custody of the NIOS printing paper and any other materials issued to printer by the NIOS. While submitting the bill for the work, he should state how much printing paper has been used for the work. A complete account of the Receipt, Consumption and Balance of the printing Paper, if any and any other material supplied for the work should be rendered. If the printer is found deviating of NIOS printing paper or using of printing paper other than supplied by NIOS for its publications, heavy penalty will be imposed including forfeiting of Security Deposit and blacklisting from NIOS panel.
7. The Printer is bound to complete the job after receiving the film, CRCs, paper etc. Refusing of job will invite heavy penalty like forfeiting of Security Deposit or may be debarred for a period as decided by NIOS including blacklisting from panel. Genuine circumstances, if any for not doing the job as per schedule given may be explained to NIOS.

NIOS will be at liberty to allot and execute such jobs on approved rates from any printer on panel ready to print for timely supply.

8. In the event of any discovery of error or defect due to the fault of the printer any time after the delivery of the copies ordered, the printer shall be bound, if called upon to do so, rectify such error or defect at his cost to the satisfaction of and within the time fixed by the NIOS. If, however, the error/defect is of the kind which cannot be rectified, the NIOS shall, if it so desires, either reject the WORK and recover the total cost of the WORK including the cost of paper, or impose suitable penalty (depending upon the nature of error) recoverable from printers' bills.
9. If, the completion of the job is delayed by the printer, the NIOS shall impose suitable penalty (fixed by the NIOS depending on the nature and period of delay) shall be recovered from the printer. If, however, the job is delayed or stopped for reasons not attributable to the printer, such as strikes, the fire and accident, or for any other reason beyond the control of the printer, the NIOS may not impose any penalty on the printer.

In case of urgent time bound orders, if the printer fails to print, bind and supply the complete stocks at the NIOS's godown as per the deadline for whatsoever reasons, the NIOS shall recover the total cost of loss occurred due to non-supply of books from the printer.

10. After the work has been completed, the bill for the work in triplicate, duly pre-receipted prepared on the basis of the finalised, approved and accepted rates should be submitted to the Printing Unit, NIOS, NOIDA for necessary action together with:
 - (i) Complete delivery vouchers (copy duly signed from MD Unit) for the supplies made,
 - (ii) Printed Specimen copies of the work done,
 - (iii) Accounts showing receipt, consumption and balance, if any of the printing paper,
 - (iv) Complete Film/Processing of Text and cover of the job(s), and
 - (v) Any other relevant document(s), if required.

The excess quantity of paper, if any will be used for next job and at the end of financial year the balance paper, if any will be carried forward. The details are required to be shown on printers letter heads required from printers at the end of each financial year duly signed, failing which the cost of such printing paper will be deducted from the pending bill(s) of the printer, on the rates as decided by the NIOS.

11. Printer has to submit security deposit of Rs. 1,50,000/- in the form of **DD/Bank Guarantee**. Similarly performance security of suitable amount in the favour of DD/Bank Guarantee has to be submitted in favour of the Secretary, NIOS against the printing paper to be issued to the printer by the NIOS for printing, as worked out and decided by the Printing Unit from time to time/as and when asked for. The Printer is required to insure the printing paper against loss by fire, accident etc., at his own cost and expense.

12. Intellectual property/copyright:

AND WHEREAS, the printer has agreed that the study materials/other materials printed during this collaboration, the copyright/intellectual rights rest with NIOS. The concerned printer whom the job of printing are assigned shall have no right to use it for any purposes.

13. 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 **3 years** from the signing of this Agreement and further may also be extended for '1-3' years mutually with the approval of the competent authority of the NIOS.

14. The Parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the General Terms and Conditions for Agreement/Contract for Printers as Annexure to this Contract in **Annexure-IV** and in Main Terms and Conditions for empanelment of Offset Printers **Annexure-II** and these are part and parcel of this agreement/contract in addition the covenants agreed to herein.

15. The Parties have also read and understood important instructions and informations to tenderers, the contents and implications of the Terms and Conditions stated in General Terms and Conditions for Agreement/Contract for Printers in **Annexure-IV** and in main Terms and Conditions for empanelment **Annexure-II** and having agreed to the contents thereof have signed each page of the **Annexure-IV** and in main Terms and Conditions for empanelment **Annexure-II** contract, apart from signing this Agreement.

16. **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.

If the dispute cannot be settled by mutual discussions within 30 days period provided regular courts at Delhi/New Delhi only will have the Jurisdiction to adjudicate upon the matter.

17. **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 authorised 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.

18. 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 hereto or any of their or its employees and such obligations shall survive the termination of the Agreement.

19. 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.

20. 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 authorised 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.

21. 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 etc. (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 :

- (i) NIOS: National Institute of Open Schooling
A-24-25, Institutional Area, Sector-62, NOIDA-201309, U.P.
- (ii) 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 etc. or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

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

23. HEADINGS: The headings used in this Agreement are inserted for convenience reference only, and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

24. 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.

25. **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.
26. **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.
27. **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.
28. **INTERPRETATION**
- (a) 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.
 - (b) 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.
 - (c) This Agreement together with all the Main Term and Conditions and General Terms and 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

NIOS

In the presence of

Witness:

PRINTER

In the presence of

Witness:

