

## NOTICE INVITING TENDER

IF THERE IS DIFFERENCE IN ANY INFORMATION/DATA MENTIONED IN THE TENDER DOCUMENT AND UPLOADED IN THE CPP PORTAL, THE INFORMATION/DATA UPLOADED IN CPP PORTAL SHOULD BE TREATED AS FINAL.

Tender Reference No: DDE/Adm/22/1476

Dated: 07-07-2022

Online Technical & Financial Bids (separately) are invited from eligible offset printers across India on behalf of the **Director of Directorate of Distance Education** for Empanelment as Offset Printers on print job category wise L-1 basis for **Printing and Supply of Study Material with 60 GSM Text Paper and 160/ 250 GSM Card Sheet for Cover (Black & white as well as Coloured) and other Publications** at Directorate of Distance Education, University of Jammu, Tender form is available at <http://eprocure.gov.in/eprocure/app> and Notice Inviting Tender (NIT) is available at [www.distanceeducationju.in](http://www.distanceeducationju.in). **Manual bids shall not be accepted under any circumstances except submission of 05 printed books/study materials.**

<b>Nature of Work</b>	<b>“Empanelment of Offset Printers for Printing and supply of Study Material with Text Paper (60 GSM) and Card Sheet for Cover (160 GSM) and other Publications at Directorate of Distance Education, University of Jammu</b>
<i>Estimated cost</i>	Rs.1,00,000,00/- per year (Rupees One Crore only)
<i>Period of Contract</i>	1 years (12 months) Extendable upto 4 years (year to year basis based on performance & institutional requirements).
<i>Earnest Money Deposit</i> (EMD to be submitted in online mode only (NEFT/RTGS) as per the following details:  Account No. <b>0345040100005227</b> IFSC Code: <b>JAKA0CANAAL</b> Name of the Bank: <b>Jammu &amp; Kashmir Bank Limited.</b> Address of the Bank: <b>New University Campus, University of Jammu</b>	Rs.5,00,000/- (Rupees Five Lakhs only). Bidders registered with NSIC/MSME are exempted from EMD. Those who are claiming exemption shall upload a copy of NSIC/MSME certificate.
<i>Date of Publishing e-tender</i>	12-07-2022
<i>Starting Date &amp; Time of Uploading of Bids</i>	13-07-2022
<i>Last Date and Time of uploading of Bids</i>	01-08-2022
<i>Last Date and Time to Physically submit the 05printed Books/Study Material by bidders depicting their firm’s names on imprint page in the sealed envelope in the Tender Box kept at <b>Room No. 06, Administration Block, Directorate of Distance Education, University of Jammu</b></i>	01-08-2022
<i>Date and Time of opening of Technical Bid</i>	03-08-2022
<i>Date &amp; Time of the Opening of the Financial Bid</i>	Will be intimated in due course of time.
<i>Bid validity</i>	120 days from the date of opening of Technical Bid.
<b>NOTE:- IF THERE IS ANY DIFFERENCE IN DATE AND TIME MENTIONED ABOVE AND ANY WHERE IN THE TENDER DOCUMENT, THE ABOVE DATES SHOULD BE TREATED AS FINAL.</b>	

Interested bidders may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

Bidders should regularly visit the website to keep themselves updated.

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and for submitting their bids online on the CPP Portal.

### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/registration, the bidders should provide the correct/true information including a valid email-id & mobile no. All the correspondence, shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of a valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate (DSC) with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/eToken.

### **SEARCHING FOR TENDER DOCUMENT**

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- i) For preparation of bid, bidders shall search the tender from published tender list available on site and download the complete tender document, and should take into account corrigendum, if any, published before submitting their bids. After selecting the tender document the same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- ii) Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

contents of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii) Any pre-bid clarifications, if required, the same may be obtained online through the tender site or through the contract details given in the tender document.
- iv) Bidders should keep ready the bid documents in advance in the required format (PDF/xls/rar/dwf/ipg formats) to be submitted as indicated in the tender document/schedule.

**Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.**

- v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details, etc., under “My Space/ Other Important Document” option, which can be submitted as applicable. This will facilitate the bid submission process faster by reducing upload time of bids.

## **SUBMISSION OF BIDS**

- (i) Bidders should log into the site well in advance for bid submission so that he/she uploads the bid well in time i.e. on or before the bid submission time. Bidders will be responsible for delay, if any, due to other issues.
- (ii) Bidders should prepare the Tender EMD as per the instructions specified in the NIT/tender document. The details should tally with the details available in the scanned copy and the date entered during bid submission time otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidders shall read the terms & conditions of CPP Portal and accept the same in order to proceed further to submit their bids.
- (iv) The Bidders shall submit EMD through Account No. given in the Tender document.
- (v) Bidders shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall not assume the very act of using DSC for downloading the tender document and uploading their offers as deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken by the bidders for uploading Schedule of quantities & Prices and any change/modification by the Bidders shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidders, the bid will be rejected and dealt further as per provision of clause no 23.0 of ITB including forfeiture of EMD. The bidders are cautioned that uploading of financial bid elsewhere i.e other than in cover 2 will result in rejection of the tender.**
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock).

**The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening, etc. in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender document. The contact number for query, if any, related to tender document is **9419193745/ 9596715781** (10:00 AM to 5:00 PM).
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk at. Toll Free number 1800-3070-2232, Mobile No.s 91-7878007972 and 91-7878007973.
- 3) In case of technical query not resolved by CPP Portal Helpdesk, you may contact Nodal Officer, e-Procurement, DDE at: **9419193745/ 9596715781**.

## **INSTRUCTIONS TO THE BIDDERS**

### **1. Preparation and Submission of Bids**

- i) The bidder should download the bid documents from CPP Portal <http://eprocure.gov.in/eprocure/app> and upload the bid online in two parts viz. Technical Bid and Financial Bid within the due date and time.

### **2. Technical Bid: The bidders are required to upload the scanned copies of all documents as asked for in the Technical Bid Form as per Annexure-I.**

### **3. Financial Bid**

- a) Bidders are required to quote rates for per printed page, one side blank page (A4 & A5 sizes) including text paper and cover paper costs separately. (Amount shall be calculated in Indian Paisa per page up to two decimals only (excluding all taxes). Example: Valid Rs. 0.20, Rs. 0.12, Invalid: Rs. 0.213, Rs. 0.2341.
- b) GST shall be paid as per existing Government of India rules in addition.
- c) The currency of all quoted rates shall be in Indian Paisa in figures only.
- d) In preparing the financial bids, bidders are expected to take into account the requirements of the Terms & Conditions laid down in this Tender document. The financial bids should be uploaded online as per the Annexure-II with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of work of the assignment.
- e) The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item, the value must be filled as "0" (ZERO). All totals should be correct.

### **4. Bidders are required to submit the following documents.**

**Price Bid in BoQ\_XXXX.xls:** A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should mandatorily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid shall be rejected.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the CPP Portal.
6. The information and Instructions for bidders posted on CPP Portal, the bidders are advised to visit CPP Portal regularly for latest updates (if any).
7. The bidders must physically submit their 05 printed books/study material as mentioned in the Notice Inviting Tender (NIT) depicting their firm's name on imprint page. **The tender without submission of the same shall summarily be rejected and no representation in this regard shall be entertained by the University.**
8. As this tender is for empanelment of printers, the University reserves the right to restrict the number of printers for empanelment by applying any reasonable criteria. No representation in this regard shall be entertained for inclusion of name by any of the bidders.
9. Only those documents which are legible shall be treated as part of the bid document. Non-readable documents shall not be treated as part of the bid document.

10. **While uploading their bids through online e-tendering system, bidders should ensure that all necessary information is correctly uploaded as per Eligibility Criteria. Uploading of false/misleading information may invite 10% penalty on EMD.**
11. **Last Date for Uploading of Tender**
- a. Online bids complete in all respects, must be uploaded on or before the last date and time specified in the Notice Inviting Tender (NIT).
  - b. DDE may, at its own discretion, extend the last date for uploading of tender.
12. **EMD**
- a) The Bidder shall pay online EMD of Rs. 5,00,000/-(Rupees Five Lakh). Those who are claiming exemption should upload NSIC/MSME Certificate.
  - b) **The EMD amount of unsuccessful Bidders shall be returned online without interest after finalization of the tender and that of the Successful Bidder's EMD be kept with the University and returned after receiving the Performance Security.**
13. **Bid Validity**
- a) All the Bids shall be valid for a period of 120 days from the date of Opening of Technical Bid.
  - b) A bid valid for a shorter period shall be declared as non-responsive.

#### 14. Steps for Empanelment of Printers

The following steps would be followed for empanelment of printers:-

**Step I:** Opening of Technical Bid and Financial Bid and Evaluation:

a) **Technical Bid**

- (i) Printed Book verification for Print Line of the bidders.
- (ii) Scrutiny of the requisite documents as per the Technical Bid Form (Annexure-I).
- (iii) Physical Inspection of firms on-site for those bidders who have successfully fulfilled the (i)&(ii) above.

**The bidder will be declared Technically qualified who satisfies all the above three criteria ((i), (ii)&(iii)) and eligible for Opening of Financial Bid.**

b) **Financial Bid**

- (i) Opening of the Financial Bid and arriving at L-1 rates.

**In the Financial Bid if any item is kept blank, the bidder's Financial Bid will be rejected.**

**Step II:** Finalization of L-1 rates of different print job categories.

**Step III:** Offering of L-1 rates of various categories of print job along with the Terms & Conditions and Performa of the agreement to the qualified bidders by MPDD for acceptance.

**Step IV:** Those who have accepted all the L-1 rates should submit singed copy of L-1 rates, signed copy of Terms & Conditions, signed Agreement (in duplicate) on Rs. 100/- Non-Judicial stamp paper along with Security Deposit and Performance Security.

15. The bidder shall physically submit required 05 printed Books/Study Material printed depicting their firm's names on imprint page in sealed envelope in the tender box kept at **Room No. 06, Administration Block, Directorate of Distance Education, University of Jammu-180006** on or before last date of bid submission as mentioned in the Notice Inviting Tender. Printed books may also be sent through Speed Post to the above said address. However, please ensure that it must reach within the date and time mentioned in

the NIT. The University will not be responsible for delay in delivery of printed books/study materials by the Postal Department.

16. **Any of the conditions not full filled by the bidders at any stage will result in disqualification of the bid.**
17. Kindly fill all the details in **Annexure-I (Technical Bid Form)** and **Annexure-II (Financial Bid Form)** and then upload on CPP Portal. After finalization of L-1 rates, Offer Letters for acceptance of L-1 rates shall be issued. Those who have expressed acceptance for empanelment, they have to submit Security Deposit and Performance Security as stated in **Annexure-III** along with the signed and stamped copy of **Annexure-IV (Terms & Conditions)** which is a pre-requisite for entering into an Agreement with DDE (in duplicate) on Rs. 100/- non-judicial stamp paper as at **Annexure-V**. The University reserves the right to extend the Contract for a further period of one year or more as per the exigencies on the same rates, Terms and Conditions at the sole discretion of the Competent Authority of DDE.
18. The Firm needs to quote the rates with paper (of the specification as mentioned in BOQ).
19. The University of Jammu is **not bound to accept the lowest tender** and may reject any tender or any part of the tender without assigning any reason thereof

**TECHNICAL BID SUBMISSION FORM**  
(Ref. clauses 2.5.1)

S.no	Name of the company	M/S
1.	Address of the Company along with Telephone/ Mobile No., Email ID, Website address etc.	
2.	Name, Designation and Telephone/ Mobile No., Email ID, Website address etc	
3.	Details of EMD: Exemption of EMD for registering with MSME, NSIC etc will be considered as per Govt. of India's rules on submission of documentary proof. Original EMD must be submitted to the Assistant Registrar (Purchase & Stores) DDE before opening of the bid.	Rs. Rs.5,00,000/- (Rupees Five Lakhs only).  Dated: _____  Bank: _____
4.	Details of Firm Registration	(Upload scanned copy)
5.	Details of GST Certificate	(Upload scanned copy)
6.	Average Annual Turnover of Rs.3 Lakhs during the preceding last three years (Attach scanned copy of audited balance sheet and Profit & Loss Account of these years) as per clause No. 2.3.3 (a)	(Upload scanned copy)
7.	Value of printing work of Educational materials carried out during the preceding five years (Ref. Clauses 2.3.3 (b) attach scanned copy of work orders)	(Upload scanned copy)
8.	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes/No  (An affidavit on non-judicial stamp paper for Rs.50/- declaring that the firm/company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase & Stores Section before the last of the submission of online tender.
9.	Upload signed and stamp copy of Annexure I & Annexure-II	(Upload scanned copy)
10.	Any other relevant information	



## DECLARATION

1. I/ We hereby declare that the information furnished above are true and based on available documentary evidences. In case any of the information furnished above, either in full or in part, is at any stage found to be correct, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
  
2. That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions** of the tender.

(Authorized Signatory)  
Full Name and Designation  
Official Seal

Name of the Bidder/ Bidding Firm / Company :	
<b>PRICE SCHEDULE</b>	
<p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</p> <p><b>NOTE:-</b></p> <p>A) Payment will be made on pro-rata basis as per actual number of copies printed for all the items.</p> <p>B) Rate should be quoted inclusive of all including GST.</p>	

S.no	Particular	Size	Printing and Composing of Ist 0/00 imp. 10 points and subsequent 0/00 imp.	Printing and Composing of Ist 0/00 imp. 12 points and subsequent 0/00 imp.
	Printing of Books (Rates to be quoted with 60 GSM, 160 GSM Card Sheet as well as 250 GSM card Sheet both Coloured and Black white)			
1	Printing of Books, Syllabus/ Lesson	51x76 8		
	Printing in Hindi, Punjabi, English/ Sanskrit/ Persian/ Urdu (including Kitabat Adm. Form, Magazine in single column etc.	51x76 16		
		43x69 4		
		45.5x56 6		
		45.5x56 8		
		45.5x56 2		
		45.5x56 3		
		45.5x56 4		
		45.5x56 6		
		45.5x56 8		
		45.5x56 12		
		A4 Size		

2	D.O Letter Pads Embossed	$\frac{18" \times 23"}{4}$ $\frac{18" \times 23"}{5}$ $\frac{18" \times 23"}{6}$ $\frac{18" \times 23"}{8}$		
3	D.O Envelope Embossed	Per 100		
4	Printing of Visiting Card			
5	Numbering			
6	Printing of File with eye lets per % of part thereof			

**Binding/ folding double stitching of Books/ Magazine**

S.no		Without Cover Pasting	With Cover pasting
1.	Binding of 8 leaves or part there of		
2.	16 Leaves		
3.	32 Leaves		
4.	48 Leaves		
5.	64 Leaves		
6.	80 Leaves		
7.	96 Leaves		
8.	112 Leaves		
9.	144 Leaves		
10.	160 Leaves		
11.	176 Leaves		
12.	192 Leaves		
13.	208 Leaves		
14.	224 Leaves		
15.	And every additional 16 leaves or part thereof		

**Binding/ Side stitching of Books/ Magazine**

S.no		Without Cover Pasting	With Cover pasting
1.	Binding of 8 leaves or part there of		
2.	16 Leaves		
3.	32 Leaves		
4.	48 Leaves		
5.	64 Leaves		
6.	80 Leaves		
7.	96 Leaves		
8.	112 Leaves		
9.	144 Leaves		
10.	160 Leaves		
11.	176 Leaves		
12.	192 Leaves		
13.	208 Leaves		
14.	224 Leaves		
15.	And every additional 16 leaves or part thereof		

### **Multi colored Offset printing**

S.no	Particular	Size	Printing per %0	Subsequent per 1000
1.	Designing per page			
2.	Designing per page			
3.	Multi colour offset printing in	18"x23"/4 20"x30"/8		
4.	Multi colour offset Title printing in			
5.	Multi coloured Certificate printing including 300 GSM imported Card Sheet	9"x11" A-4 10"x15" 11"x18"		
6.	Invitation Card multi coloured including 300 GSM imported Card Sheet	7"x5" 8"x5"		
7.	Title Lamination			
8.	Perfect Binding	18"x23"/4 20"x30"/8		

**DIRECTORATE OF DISTANCE EDUCATION  
UNIVERSITY OF JAMMU  
JAMMU-180006**

**OTHER TERMS & CONDITIONS FOR EMPANELMENT OF OFFSET PRINTERS**

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

1. **SECURITY DEPOSIT of Rs. 25,000/- (Rupees twenty five thousand only)** in the form of Bank Draft in favour of DDE should be furnished.
  - (a) The Security Deposit can be forfeited by the order of the Director, DDE, in the event of any breach or non-observance of any of the terms and conditions of the contract. On the expiry of the contract, such portion of the said security as may be considered by the Director, DDE, sufficient to cover an incorrect or excess payment made on the bills of the printer, shall be retained by the University until the final settlement.
  - (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 DDE and set off against any claim of DDE in respect of any sum of money arising out of under any other Contract(s) made by the Printer with DDE and for such purpose DDE shall be entitled to realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as DDE may think fit.
  - (c) The security deposit shall be released by the University only after completion of the contract period. No interest will be paid on the Security Deposit.
2. **PERFORMANCE SECURITY DEPOSIT:** The successful bidders should furnish interest free performance security in the form of irrevocable BANK GUARANTEE/FDR for **Rs.33000/- (Rupees Twenty Five Lakhs only)** in favour of DDE, Jammu. This has to be obtained from nationalized banks or banks floated by public financial entities (such as J&K Bank, HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank etc.). Validity of the performance security deposit may be kept as 12 Months + 2 (two) months.

The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the Contractor.
3. The University reserves the right to take any such actions as may be deemed fit against the contractor in case of failure on the part of the bidders/contractors for fulfilling the contract apart from forfeiture of earnest money/security deposits.
4. Acceptance of offer shall be communicated in writing.
5. The terms and conditions of this agreement shall be applicable on all jobs i.e. study materials and other such University Publications, etc. which shall be assigned by DDE, as per its requirements from time to time.
6. The rates quoted and accepted shall remain firm, valid and not subject to any change on whatever grounds for a period of 12 Months from the date of notification of the empanelment.

7. **EMPANELMENT AND CONTRACT PERIOD:** The Empanelment and Contract (as also the schedule of rates finalized) shall be initially valid for a period of 12 Months from date of Notification of the empanelment. The same may be extended further one year or more as per the exigency at the sole discretion of the Competent Authority of DDE on the same Terms& Conditions and rates in writing.
8. **Uploading of bids does not entitle the bidder to be automatically empanelled.**
9. The qualified bidders (technical and financial bids) who have agreed to work on print job category wise L-1 rate will be empanelled. Work would be assigned to all the empanelled bidders from time to time.
10. The assignment of printing work shall be made by University purely on the basis of the overall performance of the printers, in terms of quality and the deadline time of the books assigned. In case of any delay or poor quality of printing, noticed by DDE on the part of the empanelled printers, DDE shall reduce the quantum of work to such printers as per its own discretion.

**DIRECTOR**

**DIRECTORATE OF DISTANCE EDUCATION  
UNIVERSITY OF JAMMU  
TERMS AND CONDITIONS OF CONTRACT**

1. **PARTIES:** The Parties to the Contract are the Contractor/Printer through its authorized signatory and DDE through the Director (DDE), Directorate of Distance Education, University of Jammu.

2. **ADDRESS OF THE CONTRACTOR/PRINTER AND NOTICES AND COMMUNICATION ON BEHALF OF DDE:** Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be delivered personally to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided.

a) The Director (DDE)  
(Name & Designation of the Authorized signatory),  
Directorate of Distance Education  
University of Jammu  
Jammu  
180006

b) \_\_\_\_\_ (PRINTER)  
(Name & Designation of the Authorized signatory),  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **EXERCISE OF THE POWER OF DDE:** Any communication or notice on behalf of DDE in relation to the Contract may be issued to the Contractor either by registered post or by email or by hand delivery against acknowledgement at the option of such officer and posting of the letter shall be deemed to be served on the Contractor.

4. **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:** The Contractor/Printer shall execute the Contract in all respects in accordance with the terms and conditions therein. The Contractor/Printer shall print, with specified text paper and cover paper/card, bind and deliver the work in clear and legible type, form and style and with proper materials in good and workman like manner, maintaining a high quality production and by the Process specified, and where a sample is supplied in accordance with the artwork of specifications. The specifications and other details mentioned in the work order



issued including delivery schedule, etc., are to be strictly adhered to by the Contractor/Printer. Proofs or bulk supply are liable to be rejected without any compensation to the printer(s) if they are found defective and/or substandard. DDE shall, however, be at liberty to accept the same, subject to a reduction in rates, or on rectification of the error(s) or defect(s) by the Contractor at their own cost, and to the satisfaction and within the time-frame fixed by DDE. The decision of DDE in this regard shall be final and binding on the printer. The supply(s), if already made and delivered and if rejected by DDE shall be removed by the printer at their own expenses. DDE shall be under no liability whatsoever for the rejected supply(s). If the rejected supply(s) are not removed by the Printer within fifteen days from the date of rejection, DDE 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 own risk, cost and responsibility and retain any amount released there from after paying expenses on such sales towards any sum due from the printers.

5. (a) **Subletting of Assignment:** The Contractor shall not sublet, transfer, or assign the Contract or any part thereof in any manner whatsoever to any third party. If found guilty, the security deposit will be forfeited and firm will be blacklisted.

(b) **Change in a Firm:**

- i) If the Contractor is a partnership firm, the firm shall furnish the Partnership Deed to DDE and undertaking that no new partners shall be introduced in the firm during the term of the Contract, except with the prior consent, in writing of DDE, which may be granted only upon execution of a written undertaking by the new partners 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 Contractor firm, the said partnership firm is dissolved before the complete performance of the Contract, in such case the Contractor shall have no claim whatsoever to any compensation against DDE. However, in case the Contractor fails to stand by its obligation as undertaken herein, DDE shall have a right to recover all losses suffered on that account based on terms and conditions agreed to herein.
- iii) If the Contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement or death of a partner of the firm the remaining partners shall continue to remain liable under the Contract 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 DDE by registered post.

- (c) **Consequence of Breach:** Should the Contractor or the Contractor firm or any partner of the Contractor firm commit breach of any or either of the conditions (a) or (b), it shall be lawful for DDE 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 Contractor and in that event the provisions of the

Agreement, shall be applicable. The decision of DDE as to any matter concerning or arising out of this Sub-Clause or on any question whether the Contractor or the Contractor firm or any of partners of the Contractor firm has committed a breach of any of the conditions in the sub-clause contained shall be final and binding on the Contractor and the Contractor shall not raise any objection thereto at any point of time.

**6. PRECAUTIONARY MEASURES:**

- a) All the jobs shall be carried out in a workman like manner with clarity and efficiency.
- b) The Contractor/Printer shall take every care to see that the work (positives, Soft Copies, printed material of DDE) or any portion thereof does not fall into the unauthorized hands. Care shall be taken to execute the work under secure conditions. All proofs and trials and spare copies should be destroyed by burning in the presence of a responsible person of the press duly authorized by DDE for the purpose. A certificate granted by the person authorized by DDE and who was present on the occasion that these precautions were taken should be sent after the completion of the work.

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

**8. COMPOSING & DESIGNING:** In special type of jobs other than routine jobs if any of the empanelled printer have in-house facilities of laser composing & designing, the printer will do the work of composing/designing that can be assigned by the Director, DDE etc., on DDE approved rates of empanelled laser composer/designer.

**9. RETURN OF ALL MATERIALS SUPPLIED TO PRINTER TO DDE:** All materials prepared by the printer (or provided to the printer) for the printing of any work entrusted to him by DDE such as CRC, CD, all art work, if any, positives of text and cover, positives of the transparencies and colour illustrations, if any etc., shall remain the property of DDE and shall be returned to DDE neatly and securely packed to prevent damage along with the original manuscripts and printed copies. The Contractor shall ensure that no duplicate copies of the aforesaid materials are made or retained by any person/employee.

**10.** The Printer shall be required to submit Security Deposit of Rs.25,000/- (Rupees Twenty five thousand only) in the form of Bank Draft drawn in favour of DDE, Jammu. Performance Security in the form of irrevocable Bank Guarantee/FDR of Rs. 33,000/- (Rupees Thirty Three Thousand only) in favour of DDE, Jammu. This has to be obtained from nationalized banks or banks floated by public financial institutions (such as J&K Bank, HDFC Bank, ICICI Bank, Axis Bank,

IDBI Bank etc.) the validity of which may be kept as 12 Months+ 2 (two) months. The Security Deposit and Performance Security shall be released by the University after completion of the Contract period + 2 months.

Printer's empanelment shall remain in force for 12 Months with effect from the date of the notification of the empanelment i.e., from \_\_\_/\_\_\_/20\_\_ and extendable further by one year or more in case of exigency at the sole discretion of the Competent Authority of DDE on the same terms & conditions and rates.

**11. Description of Text Paper and Card Sheet for Cover:** 60 GSM Text paper for Text printing and 160/250 GSM Art Card for Cover Printing shall be used by the printers. Sample checking of Books of any order may be done by the DDE. Sample paper testing for GSM shall be done by DDE through any State or Central Govt. testing agencies according to following norms & standards.

- a) **Text Paper of SLM (Books) Maplitho Paper:** Testing shall be done according to IS 1848-2007 for 60 GSM Text Paper only for GSM.
- b) **Card Sheet for Cover Printing:** Testing shall be done according to IS6956:2001 for 160/250 GSM Card Sheet only for GSM.

If any deviation is found in testing report, the penalty shall be imposed according to the following norms:-

- i. Failure in Maplitho Paper of 60 GSM BIS 1848/2007 (Eco friendly): Penalty would be double the deficient percentage e.g. if the deficiency is Five percent there will be penalty levied @ Ten percent of the bill amount related to such blocks/books.
- ii. Failure in Card Sheet of 160/250 GSM for cover printing (Card Sheet as specified in Section 11) IS6956/2001: Penalty would be double the deficient percentage e.g. if the deficiency is Five percent, the penalty will be levied @ Ten percent of the bill amount related to such blocks/books. In case, where the Pulp board is used for printing of cover by the printers, the complete consignment liable to be rejected.
- iii. Some of the study material may contain such blocks, which have graphs, diagrams or tables. No extra charges shall be given for printing of such blocks.
- iv. The firm shall have to submit a photocopy of the purchase order of maplitho paper and Card Sheet which has been used for printing of books for verification purpose.
- v. The empanelled printers shall use white maplitho paper of size 61×86 centimeters or other specified Text Paper and Card Sheet of 62×88 centimeters for cover or other specified card. The printer shall ensure that the size of the printed study material should be 29×21 centimeters. **A certificate of use of specified paper/card, shall be given by the printer with the bills otherwise no payment shall be admissible. The Printer must enclose bill of purchase of these specified printing text paper and Cover Paper/Card Sheet**

**as mentioned on (a) & (b) above with the bill. Testing report of the entire lot of purchased maplitho paper and Card Sheet or other specified paper and card shall also be submitted by printer.**

- vi. Charges of Loading/Unloading of printing material shall be borne by the firm.

**12. PACKING AND FREIGHT:** The printed copies should be supplied duly tied up in suitable size bundles and be covered on all sides with Card Sheet.

The Contractor shall be responsible for all loss, destructions, damage or deterioration of printed materials and positives for any cause, whatsoever, while the printed materials are awaiting dispatch or delivery or in the course of transit from the Contractor to the consignee. The Contractor shall alone be entitled and responsible to make claims against railway administration or other carrier in respect of non-delivery, short delivery, mid-delivery loss, destruction, damage or deterioration of the printed materials and positives entrusted to such carrier by the Contractor for transmission to the consignee, as DDE shall not pay separately for transit insurance.

### **13. DELIVERY**

- a) The Contractor shall deliver printed material to the stores of DDE, at their own cost 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 Contractor shall comply with the instructions of the DDE issued from time to time regarding the delivery of the printed materials to stores.
- b) **Passing of Property:** Property in the stores/printed copies shall pass to DDE only if the stores/printed copies have been delivered to the DDE/Consignee, in accordance with the terms of Contract, unless otherwise agreed to be property in the stores/printed material shall be passed:
  - i) In cases where stipulation is for local delivery or free delivery, at the specified destination.
  - ii) In case where the Contractor has been instructed to deliver the supply other than the local deliver they should attach the railway receipt, consignment note as the case may be in accordance with the terms of the Contract and submit the same along with the bills in original.
- c) **Timely Collection of Job Order & Positives/CRC/Soft copy etc.:** Once the job orders are ready and positives/Soft Copy/CRC are available in DDE, it is binding on the Printer to collect the work order & positives/soft copy etc. **within a maximum period of one week.** However, if for some genuine reasons (eg. Positives are not available in DDE) the printer is not able to collect positives within the stipulated time, it may be brought to the notice of Director, DDE as the case may be, immediately in writing.

d) **Time for Completion of the Order:** The time specified in the Job Order for completion of the order shall be strictly adhered to and time in this respect shall be deemed to be the essence of the Contract. If the time schedule is not adhered to and the delivery of the job is delayed for the reasons, other than beyond the printers control/genuine reasons, the Director, DDE as the case may be, should be informed immediately with supporting documents to corroborate the reasons for delay. The Director, DDE shall at their option and discretion either (a) cancel the job order and/or (b) order recovery from the printer(s) as agreed liquidated damages by way of penalty including to issuance of Warning Letter.

e) **Penalty for Delay:** The penalty for delay in execution of the printing jobs assigned to the printers by the University shall be levied at the following rates in the event of non-completion of the job from the date given for this purpose.

After the due date from 1 <sup>st</sup> to 7 <sup>th</sup> day	-	1% of the total bill
From 8 <sup>th</sup> to 14 <sup>th</sup> day	-	3% of the total bill
From 15 <sup>th</sup> to 21 <sup>st</sup> day	-	6% of the total bill
From 22 <sup>nd</sup> to 28 <sup>th</sup> day	-	9% of the total bill

Delay after 28 days, the job order shall be cancelled and warning letter shall be issued. In case three such warning letters are issued against a particular printer, the printer shall be blacklisted and the Performance Security shall be forfeited.

However, for print orders where print-runs are above 10,000 copies and wherein the supplies are staggered (i.e. the work order is broken into lots and specific/separate dates are given for each lot) penalty may be imposed for the delay lot wise on pro-rata basis/differential basis. Where print runs are less than 10,000 copies penalty for delay would be on complete supply after due date of supply.

Penalty for delay may be imposed for all blocks/Volumes received after due date irrespective of blocks/Volumes received in time as date being same for complete course/courses.

f) Part supply from printer may be accepted by the Stores, DDE to meet exigencies.

g) **PENALTY FOR SHORT SUPPLIES:**

i) In case of short supply not exceeding 5% of the total order, if the short supply was reported at the time of delivery by the Printer in writing and the short supply was completed within a period of two weeks from the due date of supply, there shall be no penalty.

ii) In case the short supply was not completed within a period of two weeks from the due date of supply, the penalty would be applicable from the due date of supply.

iii) In case of short supply the penalty would be twice the Study Material cost.

- iv) If the practice of short supply is continued even after levying the penalty three times, no further work would be assigned to the firm for six months.

14. If at any time after the acceptance of the tender, DDE shall for any reason whatsoever do not require the whole or part of the job to be carried out, the Director, DDE as the case may be, 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/she might have derived from the execution of the job, if executed to full but which they did not derive in consequence of such foreclosure.

If such a foreclosure is done before the printer has commenced the work he/she shall not be entitled to any compensation whatsoever. If however, the printer had commenced the work before such foreclosure the Director, DDE as the case may be, shall decide the sum that may be paid to the Printer as charges of compensation for the work already done and the decision in this regard shall be final and binding on the printer. However, the Contract may be terminated by DDE 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 Contractor (s) that the respective due date(s) for completion of the work cannot be adhered to, an application for extension of time shall be sent to the Director, DDE as the case may be, well in advance without prejudice to the rights of DDE under the Contract, intimating the failure to execute the jobs in stipulated time as aforesaid due to any unavoidable cause (including strikes, fire and accidents resulting in stoppage of work in the factory of the Contractor). The Director, DDE concerned, as the case may be, may decide whether the grounds stated by the Contractor/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 Director, DDE concerned, as the case may be, to obtain supplies/get the printing done from elsewhere. During the said period, the Contractor will pay liquidated damages as agreed, and not by way of penalty, such sum not exceeding Two (2) percent of the value of work which the Contractor (s)/Printer 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 Director, DDE concerned, as the case may be, shall be final and binding on the Contractor and the amount so payable shall be recovered by deduction from the bill of the Contractor (s) or otherwise as may be found necessary.
- b) Should delivery of any finished goods or materials be made by the Contractor (s) to DDE after expiry of the stipulated delivery period without previously having obtained an extension therefore and be accepted by DDE, such delivery shall not deprive the Director, DDE concerned, as the case may be, the right to recover liquidated damages under Sub Clause (a) of this clause.

## 16. PENALTY:

- (a) In the event of the Contractor/Printer failing to :
- i) Observe or perform any of the conditions of the work as set out herein.
  - ii) Execute the work in good workman like manner and to the satisfaction of the Director, DDE concerned maintaining the required high quality of Printing and by the time fixed by the Director, DDE concerned.

It shall be lawful for the Director, DDE concerned in his discretion to remove or withhold any part of the work until such time as he/she may be satisfied that printer is able to do and shall duly observe the said conditions and in the latter event, to reject or remove as the case may require any work executed otherwise than in a good and workman like manner to the satisfaction of & by time fixed by the Director, DDE concerned and in both or either of the events aforesaid, to make such arrangements as he/she may think fit for the reproduction of the work in lieu of that so rejected or remove as aforesaid on the account and at the risk of the Contractor.

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

**Penalty for inferior Text Paper and Card for Cover used:** Printers shall submit a paper consumption certificate along with the bill of the job carried out by the firm. The paper consumption statement shall be signed and stamped by the printer certifying that quality and quantity of text paper and Art Card for cover **used for the printing of book. DDE shall go for the testing of Text Paper Card Sheet for GSM from a Government laboratory.** Total of 5 random samples from a lot given to a particular printer in a Print Committee Meeting or one sample of a course/publications where small quantity of work is awarded from time to time, as the case may be. In case of failure in Test of any specified parameter, payment shall be released accordingly, after imposing penalty as mentioned at **Point no. 11.**

Tolerance limit  $\pm 2.5\%$  shall be taken into account for acceptance in the event of any deviation from the specified specifications in respect of text paper and cover paper/card subject to the penalty as above in **Point no. 11.**

- (b) **Penalty for Defects, etc., for Printing:** In the event of discovery of any error, defect and deviation in size of study material/other publications, as the case may be, due to the fault of the Contractor at any time after the delivery of the copies ordered, the Contractor/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 Director/Head of Division concerned, as the case may be. In the event of the delivery of any defective work which owing to urgency or for any other reasons, cannot be wholly

rejected, DDE, shall have the power to deduct, from any payment due to Contractor @ 1% penalty each on per defective component of printing work i.e., Cover printing, Text printing, Cover binding, Text binding, packaging & forwarding and size of publications etc.

(c) In the event of a work being wholly rejected, the Director, DDE /Head of Division concerned may at his/her own discretion either.

i) Permit the Contractor to re-do the same within such time as he/she may specify at Contractor's own cost.

ii) Arrange to get the additional work done by Director, DDE and by any other person or from any other source than the Contractor in which case the amount of extra cost, if any, shall be recovered from the Contractor in the manner provided in sub-clause (a) of this clause.

(d) The powers of the Director, DDE concerned under this condition shall in no way affect or prejudice the powers in certain events to terminate the Contract and forfeiture of deposit.

(e) In case of any deliberate misuse of this contract, the University may impose a penalty by way of forfeiting the security deposit or any other way, it may deemed fit. In that case, the decision of the Director shall be final and binding on the empanelled printers.

Tolerance limit  $\pm 2.5\%$  will be taken into account for acceptance in the event of any deviation from the specified specifications in respect of size etc subject to the penalty as above in **Point no. 16 (b)**.

17. The Security Deposit/Performance Security maybe forfeited by order of the Director/Head of Division, concerned in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the Contract, such portion of the said security as may be considered by the Director/Head of Division concerned sufficient to cover an incorrect or excess payment made on the bills of the Contractor shall be retained by him until the final settlement on the account of the Contractors 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 Director/Head of Division concerned shall have the power during such stoppage to get the work done elsewhere without charging to the Contractor. 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. **INSOLVENCY AND BREACH OF CONTRACT:** The Director, DDE may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events that is to say:

(a) If the Contractor 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 assignments 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 Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Special Officer or Administrator appointed by the debenture holders or circumstances shall be arisen which entitled the court or debenture holders to appoint a Receiver, Liquidator or Manager, Special Officer or Administrator, or
- (c) If the Contractor 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/DDE and provided also that the Contractor shall be liable to pay DDE for any extra expenditure DDE is thereby put to and the Contractor shall under no circumstances be entitled to any gain or re-purchase.

**20. PROCEDURE FOR SUBMISSION OF BILLS AND PAYMENT:** After the completion of work (printing of Study material, Broachers & Assignments etc). The Bill in Triplicate prepared on the basis of accepted Schedule of Rates shall be submitted by the Contractor/Printer to the Director/ Head of Division concerned, as the case may be, for releasing, initially, 80% payment by enclosing following documents.

- i) Material Delivery Vouchers (Challan) for the supplies made duly endorsed by AR of concerned Stores,
- ii) Representative specimens of the Work done,
- iii) Certificate in respect of Text Paper and Card Sheet used and consumption or as the case may be,
- iv) Lab Test report of used Text Paper and Card Sheet procured by the printer after purchase of Paper and Card, and
- v) Bills in respect of procurement of Text Paper and Card Sheet.

80% of Admissible Amount of the Bill shall be paid by DDE in respect of Printing as specified in the Job Order without waiting for the Lab Test reports of Text Paper and Card Sheet of any specifications. However, in case of delay beyond 28 days, DDE reserves the right to deduct the penal amount for delay as per Clause 13 (e) during release of 80% payment itself.

For settlement of remaining 20% payments from total admissible amount, the Contractor has to write a Request Letter to Director /Head of Division concerned, as the case may be, for releasing due amount by enclosing the following documents.

- i) Final Material Receipts Vouchers (MRVs), and
- ii) Challan in respect of return of Positives/CD duly endorsed by officials of Positives Unit.

DDE shall process the Bill for releasing 20% payment only after receiving the Lab Test Report of specified Text Paper and Card Sheet for GSM. The 100% payment will be made for printing of miscellaneous items such as Brochures, Study Material & Assignments.

The bill should be submitted within 6 months of the date of last supply of the printed materials unless delayed for any genuine reason which shall have to be explained to DDE. The supplementary claims if any should be referred within 3 months of the date of receipt of letter/finalization of the original bill to the Contractor/firm.

21. **POST PAYMENT AUDIT OF PRINTER'S BILL:** DDE reserves the right to carry out a post payment audit of the printer's bill including all supporting vouchers. DDE 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.

22. **REPRESENTATION BY PRINTER:** In case the printer is aggrieved regarding any matter under this contract a representation in writing may be given to the Director, DDE giving complete details of the fact.

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

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

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

(b) **Details of Production**

- i) Month and year of Publication
- ii) Copy Right along with the Directorate of Distance Education
- iii) ISBN No.

(c) **The follow details:**

All rights reserved. No part of this work may be reproduced in any form, by mimeograph or any other means, without permission in writing from Directorate of Distance Education.

Further information on Directorate of Distance Education, courses may be obtained from the University's Office at Jammu-180006

Printed and Published on behalf of Directorate of Distance Education, University of Jammu (the name and designation of the Director or Head of Division concerned).

(d) **PRINT LINE:** The name of the firm who has composed and printed along with their address. Design credit may also be given in a few cases.

24. GST/TDS would be applicable as per the Government of India rule stipulated from time to time.

25. **DISPUTE:**

In case of any dispute, the matter shall be referred to an Arbitrator to be appointed by the Vice-Chancellor. The decision of the Arbitrator shall be final and binding upon the parties. However, the Courts at Jammu alone shall have the Jurisdiction to entertain & adjudicate upon any dispute/ s.

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

**AGREEMENT**

This "**Agreement**" (Here – in – after referred to as the "**Agreement**") is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Jammu.

**BY**

**&**

**BETWEEN**

**University of Jammu**, a State University established by Jammu and Kashmir University Legislature Act, 1969(Act No. XXIV of 1969) having its Headquarters at University of Jammu (180006) {Here – in – after for the sake of brevity referred to as "**JU**", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, \_\_\_\_\_, Registrar (JU) of the **FIRST PART**.

**AND**

\_\_\_\_\_, a  
\_\_\_\_\_ incorporated under the provisions of  
the \_\_\_\_\_, having its Registered Office at  
\_\_\_\_\_

{Here – in – after for the sake of brevity referred to as "**PRINTER /CONTRACTOR**", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented herein through its Authorized Signatory, \_\_\_\_\_ duly authorized vide \_\_\_\_\_(The firm has to furnished the certificate of authorized signatory of the **SECOND PART**).

**HERE-IN-AFTER**, individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

**WHEREAS**, JU is a State University established by an act of Legislature with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society within the country, especially the weaker and disadvantaged groups.

**WHEREAS**, Contractor

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

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

(Details of the Contractor).

**AND WHEREAS**, DDE, JU in the course of its activities grants contract to Printer for undertaking printing work respectively with latest amendments time to time in connection with the activities undertaken by DDE.

**THAT**, the Printer has been selected / approved for award of contract for printing work with latest amendments and card sheet on 160 GSM confirming to BIS 6956:2001 with latest amendments (Here – in – after referred to as the "Contract"), for a period of 12 Months in accordance with letter No. \_\_\_\_\_ dated \_\_\_\_\_.

**AND THAT**, the Printer and DDE desire to define their respective rights and obligations with respect to the Contract and its execution ;

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER :

(1). **EFFECTIVE DATE & TIME :**

The Contract shall remain in force for a period of 12 Months with effect from the date of Notification of the Empanelment i.e. from \_\_\_\_\_ and extendable further by Four more years (year to year basis based on performance & institutional requirements) at the sole discretion of the Competent Authority on the same Terms, Conditions and rates.

(2). **TERMS & CONDITIONS STATED IN THE CONTRACT FOR PRINTERS:**

- (i). The Parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the Contract for Printers as Annexure – IV (As stated in the e-tender, enclosed herewith) to this Contract. Annexure – IV is part and parcel of this contract in addition to the covenants agreed to herein
- (ii). The Parties have read and understood the contents and implications of the Terms and Conditions stated in the Contract for Printers in Annexure – IV and having agreed to the contents thereof have signed each page of the Annexure – IV contract, apart from signing this Agreement.

(3). **DISPUTE RESOLUTION AND JURISDICTION :**

In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which, only regular Courts at Jammu will have jurisdiction for adjudicate upon the matter.

(4). **FORCE MAJEURE :**

(i). Neither DDE nor Printer shall be liable to each other for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.

(ii). In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement for any cause set forth in Clause 4 (i), such party shall give written notice to the other party by the most expeditious means as soon as possible after occurrence of the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

(5). **AMENDMENT OF THE AGREEMENT :**

(i). The obligations of DDE and Printer have been outlined in this Agreement. However during the operation of the Agreement, circumstances may arise which may call for alterations or modifications of this Agreement. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or Addendum to the Agreement". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto ;

(ii). No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto ;

(6). **INDEMNITY CLAUSE :**

The Printer has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against DDE, arising out of

and as a result of any callous, negligent, deficient action or omission by any employee of Printer and has undertaken to keep DDE indemnified against all losses and damages suffered including expenses incurred by DDE while defending the claim in any court as a result of any such claim, demands, proceedings, prosecutions or actions.

(7). **REPRESENTATIONS AND WARRANTIES :**

The Parties hereby represent and warrants to each other that :

- (a). 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). 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 here of and has been signed by the Parties without any force, fraud or coercion ;
- (d). That the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:
  - (i). Any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
  - (ii). Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- (e). That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and
- (f). That no representation or warranty made herein contains any untrue statement.

(8). **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 here to shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the Parties here to or any of their or

its employees and such obligations shall survive the termination of the Agreement.

(9). **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 here of 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.

(10). **WAIVER :**

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

(11). **NOTICES :**

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

(a). The Director (DDE),  
(Name & Designation of the Authorized Signatory),  
Directorate of Distance Education  
University of Jammu  
Jammu  
Pin:180006

(b). \_\_\_\_\_ (PRINTER),  
(Name & Designation of the Authorized Signatory),

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

Any notice, approval, consent and other notification required or permitted to be given here under shall be deemed to have been given on the date of



receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered airmail or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

(12). **APPLICABLE LAW :**

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

(13). **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.

(14). **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.

(15). **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 there after may accrue in respect of any act or omission prior to such termination.

(16). **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.

(17). **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.

(18). **INTERPRETATION :**

(a). This Agreement has been executed in the English Language only and only the English Language shall be the controlling language for relation 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 the General Conditions of Contract for Printers constitutes the whole and only Agreement signed between the Parties with respect to the subject matter described herein.

This agreement is signed on the date appended herein at Jammu.

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

**SIGNED, SEALED AND DELIVERED BY :**

<p>For and on behalf of DDE :</p>  <p>_____ / Registrar, University of Jammu</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from DDE, Jammu)</p> <p>(1). Name _____ Address : _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____</p>	<p>For and on behalf of Printer :</p>  <p>_____ / Printer.</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from Printer)</p> <p>(1). Name _____ Address : _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____</p>
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