

No. D-29015/9/2010 (Ptg.) RG
Government of India
Ministry of Home Affairs
Office of the Registrar General, India
2/A Man Singh Road, New Delhi

Empanelment of Printers for Printing of Census Publications, Schedules, Forms, Instruction Booklets etc. by Offset Printing Process, Binding and Packing

1	Tender inviting authority Designation / Address	Office of the Registrar General & Census Commissioner, India 2/A, Man Singh Road, New Delhi . 110 011.	
2	Job requirement	Printing of Census Publications, Schedules, Forms, Instruction Booklets etc. by Offset Printing Process, Binding and Packing	
3	Language(s) in which items to be printed	Hindi, English and regional languages	
4	Validity of Tender	Two years	
5	Cost of tender form	Tender forms are available for sale at the Sale Counter of the Tender Inviting Authority at 2A, Mansingh Road, New Delhi at a cost of Rs. 1000/- per form. Tender forms can also be downloaded from the website http://www.censusindia.gov.in . In such case, a DD of Rs. 1000/- drawn on any Nationalized Bank in favour of the Pay & Accounts Officer (Census) payable at New Delhi will have to be submitted towards the cost of the tender document along with tender	
6	Earnest Money Deposit amount payable	Demand Draft/Pay Order or Bank Guarantee for Rs. 50,000/- (Rs. Fifty thousand only) drawn on any Nationalized Bank in favour of the Pay & Accounts Officer (Census) payable at New Delhi.	
7	Due date for submission of filled-in tender document	13-00 hrs. on 19.4.2011	
8	Date and time of opening of tender	Date	Opening Time
		19.4.2011	15-00 hrs.
9	Performance security	The successful bidders will have to submit a performance security of Rs. 50,000/- in the form of Demand Draft/Pay Order or Bank Guarantee (valid for 2 years) drawn on any Nationalized Bank/Scheduled Bank, within 7 days from the date of receipt of the letter for empanelment from ORGI.	
10	Clarifications and Queries	Deputy Director (Printing) Ph. No.:011-23385260 (O)	
11	Tender Calling Authority	Under Secretary (Hqrs.) Ph. No.: 011-23070271(O)	

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For and on behalf of the President of India, the Registrar General & Census Commissioner, India, Ministry of Home Affairs, Government of India invites open tender (in two bid system) from the Offset Printers for empanelment fulfilling the following minimum eligibility criteria and located in Delhi or NCR for Composing (through DTP), Scanning, Plate Making, Printing, Binding and Packing of the Census related material like Publications, Forms, Schedules, Instructions Booklets etc. by offset printing process.

Eligibility Criteria:

2. (i) Printing Presses involved in large scale in-house printing of Publications, Schedules, Forms, Instruction Booklets etc. by Offset Printing Process, Binding and Packing for the past **FIVE YEARS**.
- (ii) The Tenderer should have the following infrastructure for Printing:

Item	Description	Requirement
Page setting Capacity	(a) Minimum 150 pages in A-4 size per day by DTP for Hindi/English/other regional language. (b) Should have softwares viz. Photoshop, Corel draw, etc. (c) Designing facility should be available with the press. (d) CTP---One	In-house, Owned by the bidder.
Process Section	(a) Fully equipped Process Section including color scanning. (b) Automatic Film Processor (c) Automatic Plate processor	In-house, Owned by the bidder.
Offset Printing Machines	(a) Single color Automatic sheet fed Offset Machine : (i) A-1 size 61/86cms 61/86cms ..TWO (ii) A-2 size 61/86cms 61/86cms ..ONE (b) Two Color Automatic Sheet Fed Offset Machine in A-2 size----- ONE (c) Four color Automatic sheet fed Offset Machine in A-1 size ----- ONE (d) Web offset Four Color 61/86cms 61/86cms ONE Machine with Folder	In-house, Owned by the bidder.

Binding	(a) Automatic folding machine of A-1 size with Four fold capacity. (b) Cutting machine 42+TWO (c) Three Knife Trimmer- ONE (d) Automatic Hard Case Binding Machine--ONE (e) Gathering Machine 12 Stations---ONE (f) Wire stitching Machine-TWO (g) Section sewing machine--TWO (h) Perfect binding machine 6 Clamps- One (i) Perforating Machine-One (j) Punching machine-One (k) Arrangement for numbering (l) Spiral & Comb Binding Machine. (m) Lamination Machine-----ONE	In-house, Owned by the bidder.
Power Backup	Generator backup (Minimum 20 KVA) should be available for un-interrupted power supply to all machines/equipments.	In-house, Owned by the bidder.

NOTE:- Additional capacity if any may also be indicated.

Documents to be furnished for Technical Evaluation :

3. Offset Printers intending to participate in Tender should fulfill all the eligibility criteria prescribed above and should submit the self attested copies of following documents as a part of Technical Bid in the same order failing which the tender shall be rejected.

- (i) The list of machines and equipments installed in press with date of installation, technical specifications, make, specifying the colours i.e. whether the machine is of one color or more than one color.
- (ii) The Annual Income Tax Return of last three years.
- (iii) All Risks Insurance Policy not less than Rs. 5,00,000/- which should cover risks i.e. house-breaking, burglary, fire, theft, floods, strike and riots etc..
- (iv) The documents with regard to TIN No., Central Sales Tax (CST) and VAT as admissible.
- (v) (a) The ownership documents, in case the firm is a Proprietorship concern or
(b) The Partnership Deed, in case the firm is a Partnership concern or
(c) The Memorandum and Articles of Association, in case the firm is a Pvt. Ltd. or Ltd. concern.
- (vi) 3-4 printed samples (not books), printed for Govt. Department/Public sector undertakings executed by the press during last one year.

- (vii) Registration under Factory Act (if admissible).
- (viii) Registration under Company Act (if admissible).
- (ix) Papers relating to Pollution control.
- (x) It may also please be stated specifically that the Printing Press has not been situated in residential area.
- (xi) Copies of Audited Balance Sheet of the press for 2007-08, 2008-09 and 2009-10.
- (xii) EMD in the form of Demand Draft/Pay Order/Bank Guarantee for Rs. 50,000/- drawn on any Nationalized Bank in favour of the Pay & Accounts Officer (Census) payable at New Delhi.
- (xiii) Copy of the cash receipt for Rs. 1000/- towards cost of Tender Form if purchased or a DD of Rs. 1000/- drawn on any Nationalized Bank in favour of the Pay & Accounts Officer (Census) payable at New Delhi if the Tender Form is downloaded.
- (xiv) Work experience with government/Public sector undertakings in years--work experience/completion certificate.

4. The specifications of the publications required to be printed are given in the Annexure ~~6~~ to the tender form.

5. Tender form may be obtained from ~~Sale Counter~~ of the Tender Inviting Authority at 2A, Mansingh Road, New Delhi at a cost of Rs. 1000/- per form. Tender forms can also be downloaded from the website <http://www.censusindia.gov.in>. In such case, a DD of Rs. 1000/- in favour of the Pay & Accounts Officer (Census), New Delhi will have to be submitted towards the cost of the tender document along with tender form.

6. All the tenders should be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft/Pay Order or Bank Guarantee drawn on any Nationalized Bank in favour of the Pay & Accounts Officer (Census), New Delhi. Complete Tender Form should reach this Office not later than **1.00 P.M. on 19.4.2011**. Unsealed tenders received after the specified time and date or not accompanied by the specified Earnest Money Deposit will not be entertained. The tender will be opened at **3.00 P.M. on 19.4.2011** in presence of such of all the tenderer(s) or their authorized representative, who wish to be present.

7. It should be specifically noted that the tender should be filled in and submitted strictly in accordance with the instructions laid down herein, otherwise the tender is liable to be rejected. **NO PAPER SHALL BE DETACHED FROM THE TENDER FORM.** No tender shall be considered unless the complete information as sought for is **duly filled in and all the pages are signed by the tenderer.**

Submission of tender under two bid system

8. The Tender document should be submitted under two separate covers, Technical Bid (Part-I) & Price Bid (Part-II). The Technical Bid (Part-I) should contain Tenderer's Appraisal, Technology Details, Cost of Form, EMD, and other details as mentioned in Documents to be furnished for technical evaluation. The Price Bid (Part. II) would contain price quote of the firm in the ANNEXURE-B prescribed for the purpose. The two covers should be sealed separately and marked as Composing (through DTP), printing, binding and Packing of the Census material and other Publications, Forms, Schedules, Instructions Booklets etc. by offset printing process - Technical Bid (Part-I) and Composing (through DTP), printing, binding and Packing of the Census material and other Publications, Forms, Schedules, Instructions Booklets etc. by offset printing process - Price Bid (Part-II) respectively. Besides, the Tenderer's Name and Address should be super scribed on the sealed covers. The two sealed covers should then be kept in an outer envelop with the Name and Address of the tenderer on it and addressed **to the Under Secretary (Hqrs.), Office of the Registrar General, India, 2/A, Man Singh Road, New Delhi-110011** and sent to the addressee so as to reach on or before the prescribed date and time. The outer envelop should be also sealed and super scribed as Composing (through DTP), printing, binding and Packing of the Census material and other Publications, Forms, Schedules, Instructions Booklets etc. by offset printing process.

Opening of the tender

9. Sealed Technical Bids (Part-I) of the tender cover will be opened first and Sealed Price Bid (Part-II) of the tender cover will be opened only in respect of those tenderers who qualify in the Technical bid. The actual date and time of opening of the price bid will be put on the census website for the convenience of all concerned.

10. The general terms and conditions of the tender are mentioned in General Conditions of Contract (Annexure A) attached to this tender form.

11. The Registrar General & Census Commissioner, India is not bound to accept the lowest quotation or any quotation and reserves the right to reject any or all tenders without assigning any reason. He also reserves the right of accepting the whole or part of the tender. His decision in the matter shall be final and binding.

12. A panel of a maximum of 15 tenderers (Offset Printers) fulfilling all general terms and conditions of the Contract is proposed to be drawn on the basis of lowest/negotiated rates. Based on the rates quoted, the lowest rates for each of the items will be identified and the participating tenderers will be asked to offer their willingness to match the lowest rates for each of the item. Among the printers who offer their willingness to match the lowest rates for each item, a panel of fifteen printers will be drawn in order of scores obtained by them during technical evaluation by ORGI. A panel of such Offset Printers would then be finalized and maintained for allotment of jobs. The Registrar General & Census Commissioner, India reserves the right to split up work amongst two or more tenderers, if found necessary. To meet emergent and time bound nature of jobs, ORGI reserves the right to get such jobs executed from other sources.

13. The submission of tender by tenderer shall be deemed to signify the tenderer's acceptance of all the terms and conditions contained in this Tender (Annexure-C). Any violation on tenderer's part to observe the prescribed procedure and any attempt to canvass for the work will prejudice the quotation.

14. The EMD is liable to be forfeited in case the tenderer resiles from the offer after submission of the tender or after the acceptance of the offer by ORGI or fails to sign the contract. Further the Printer will be liable for blacklisting.

15. The EMD of unsuccessful tenderers will be released without interest within one month from the date of finalization of the panel. EMD deposit by any tenderers against earlier tender will not be adjusted against the present tender.

16. **The selected printer(s) will have to submit a performance security of Rs. 50,000/- in the form of Demand Draft/Pay Order or Bank Guarantee drawn on any Nationalized Bank/Scheduled Bank which will be released only after completion of 2 years period. The selected printers have an option of conversion of their EMD into the performance security.** No interest will be paid on the Security Deposit. The supply of paper and manuscript, etc. will be arranged by the Office of the Registrar General, India and would have to be collected from the ORGI's premises at New Delhi by the selected tenderer at his own cost. The selected tenderer(s) shall furnish an all risks Insurance Policy, duly hypothecated in favour of the President of India through the Registrar General, India against loss or damages by fire, riots, strike, burglary/House-breaking, floods and theft etc. to cover the cost of the contract in all respects and for return of the CRCs or other property belonging to Government, which may have been issued to the printers. The selected printer/printers will have to deliver the printed materials along with other properties of the Government at the Office of the Registrar General, India or at any other place in Delhi/New Delhi as directed by the Office of the Registrar General, India at the cost of the printer(s).

17. No regular contract as such will be drawn up and the acceptance by this Office of the tender of the tenderers will constitute a valid contract for endorsement of the terms and conditions herein contained. The contract can be terminated by the Registrar General & Census Commissioner, India at any time without assigning any reason therefor and such termination will not make the printers entitled to claim or any compensation, what so ever.

18. The composing (through DTP) and printing will have to be of very good quality in all respects and in particular with regard to the alignment of columns vertically/horizontally with the matter printed on the facing page. The paper for printing will generally be supplied by this Office in sheets/reels as the case may be. Due to any exigencies, if the tenderer is asked/required to use paper from his own stock etc., then payment would be settled as per the prevailing market rates. The wastage of paper allowed will be as per the norms approved by the Directorate of Printing, Ministry of Urban Affairs & Employment, and Government of India.

19. Any person signing the tender or any document forming part of the contract on behalf of the firm shall produce a duly executed power of attorney or acting in respect of all

matters pertaining to the contract including the arbitration clause etc. If subsequently the person so signing fails to provide the said power of attorney within a month's time, the Registrar General & Census Commissioner, India, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

20. The work allotted to the selected printers should be completed keeping in with the high standards of work. Sub-standard work will not be accepted. In case the work is found defective, the Registrar General & Census Commissioner, India will have the right to reject the defective or sub-standard work and ask the printer to print the same at their own cost alternatively the cost of paper will be recovered from the printer.

21. **Payment Terms** : The payment will be released only after the successful completion of the job assigned within the stipulated time and satisfactory acceptance by this Office. In case, the job is not completed within the stipulated time limit or is not of the desired quality, the Security Deposit provided by the Vendor and lying with this Office will be liable to be forfeited.

22. In the event of the Printer's failure to complete the work as per the terms of the Contract and to the satisfaction of ORGI, the same will be got completed through other agencies at the risk and cost of the Printer. The decision of the Registrar General & Census Commissioner, India in this regard shall be final. Further the Printer will be liable to for black listing.

23. All proofs, negatives, positives, CRC/Mss, pdf and open file in soft copy, trial copies, spare copies etc. shall be the property of ORGI and have to be returned to the Office of the Registrar General & Census Commissioner, India along with the printed material.

24. Time and quality are the essence of the contract. Work must be completed within the stipulated period in any circumstances.

25. The rates will be valid for a period of two years.

26. Law governing the Contract: The contract shall be governed by the laws of India for the time being in force.

(Purnendu Kant)
Under Secretary (HQ)
O/o the Registrar General &
Census Commissioner, India
2-A, Mansingh Road,
New Delhi-110011
Ph. No.: 011-23070271(O)

**Specifications of Census & Other Publications, Forms, Schedules
and Instructions Manual etc.**

1. Description of publication
The publication(s) contain tabular matter except a few pages of text matter. The publications also contain maps, charts, diagrams, graphs, photos etc. both in black & white and multi-colour. The actual specimen of publications can be seen in this Office.
2. Language
Hindi and English/Regional languages
3. No. of copies
From 100 to 5000 copies depending upon the requirement of ORGI.
4. Size of publication
Generally, the size of the publication is from A-3 to A-5.
5. Manuscripts/CRC
The mss (Manual or Electronic typed or Computerized print out) of the publications are supplied for composing and printing. CRC/CD are also supplied for printing. Publication(s) generally contain 50 to 1000 pp. of mss of A-4 size. The drawings in hard/soft copy of maps/charts/diagrams/graphs/photos etc. are supplied by the Department for final printing.
6. Paper and binding material etc.
The publications are generally to be printed on good quality Offset Printing paper and maps/charts/diagrams/graphs/photos are printed on Art Paper/Art Card or equivalent quality of paper. The material for printing and binding is generally supplied by the Department.
7. Binding
Binding Style No. IX Spl. with hard bound with quarter binding cloth, section sewing and XI Special Paper Back with section sewing/perfect binding or wire stitch is adopted for the Census publications. Full cloth Binding, Spiral, comb Binding are also adopted.

8. Forms, Schedules and Instructions Manuals

(a) Forms, Schedules in loose as well as booklets, Instruction Manuals will be got printed. These are in A-3 to A-5 size.

(b) The Forms, Schedules, Instruction Manuals etc. will be printed in English, Hindi and other scheduled languages.

9. Publicity Material

Data Sheets/Pamphlets/Catalogues Brochures in A-1 to A-5 size in multi-colour on good quality Art Paper/Art Card/Offset Printing Paper. Designing part is to be done by the press.

FORM OF QUOTATIONS

Offset Process

(Rates in Rupees)

- I. **Preparation of CRC** (Hindi/English/
other regional Language) :
- | | | |
|--|------|---------|
| | Text | Tabular |
|--|------|---------|
- a) Through mss by typing on computer
per sq. cms
- b) Through soft copy (CD/Floppy)
per sq. cms
- II. **Scanning charges per sq. cms. :**
- III. a) **Processing charges of Text/Tabular in
single colour without screen**
- | | | | |
|-----|-----|-----|-----|
| A-1 | A-2 | A-3 | A-4 |
|-----|-----|-----|-----|
- b) **Processing charges of Text/Tabular per sq. cms.:**
(with screen incl. negative and positive etc. by electronic form)
- One colour
- Two colour
- Three colour
- Four colour
- IV. **Processing charges of coloured maps, charts, photos, diagrams etc. in multi-
colour in per sq. cms:**
- Single colour
- Two Colour
- Three Colour
- Four Colour
- Five Colour
- Six Colour
- Seven Colour
- Eight Colour
- V. **Plate making charges :**
- | | | |
|-----|-----|-----|
| A-1 | A-2 | A-3 |
|-----|-----|-----|
- VI. **Printing charges per colour :**
- | | |
|-------------------|--------------------|
| Offset Ptg. Paper | Art Paper/Art Card |
|-------------------|--------------------|
- a) per 1,000 copies in A-1 size
- subsequent 1,000 copies
- b) per 1,000 copies in A-2 size
- subsequent 1,000 copies
- c) per 1,000 copies in A-3 size
- subsequent 1,000 copies

VII. (i) Printing charges including maplitho paper of A-grade mill of 70 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

(ii) Printing charges including maplitho paper of A-grade mill of 80 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

(iii) Printing charges including maplitho paper of A-grade mill of 90 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

VIII. (i) Printing charges including art paper of A-grade mill of 100 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

(ii) Printing charges including art paper of A-grade mill of 130 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

(iii) Printing charges including art paper of A-grade mill of 170 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

(iv) Printing charges cover etc. including art card of A-grade mill of 300 gsm :

A-1 A-2 A-3 A-4

Single colour
Two colour
Three colour
Four colour

IX. Numbering :				
per 100 Numbers				
X. Perforation :				
per 100 sheets				
XI. Binding :				
i)	Side stitch with two wires and cover pasting per 100 leaves per 100 copies	A-4	A-3	A-5
ii)	Perfect binding with section sewing per 100 leaves per 100 copies			
iii)	Hard bound with quarter binding cloth per 100 leaves per 100 copies			
iv)	Booklet with two wire Centre Stitches			
XII. Lamination :				
	Per Cover/Book	A-3	A-4	A-5
	- Gloss			
	- Mat			
XIII. Designing :		A-1	A-2	A-3
	Cover, Data Sheets, Pamphlets, Brochures, Other Census Product, Publicity Material :			A-4
	Single Colour			
	Two Colour			
	Three Colour			
	Four Colour			
XIV. Comb Binding upto 200 pages :		A-4		A-5
XV. Spiral Binding upto 200 pages:		A-4	A-5	
XVI. Screen Printing in A-4 :				
	One col.			
	Two col.			
	Three col.			
	Four col.			
XVII. Packing Charges excluding corrugated boxes/gunny bags :				
(i)	Corrugated boxes would be packed with three strips and labeling etc.			Per Box
(ii)	Gunny bags would be packed with stitching and marking			Per Bag

GENERAL TERMS OF CONTRACT

1. The printer shall print, bind and deliver the job/material in clear and eligible type, form and style in a good and work-man like manner (of all which the Registrar General & Census Commissioner, India shall be the sole judge) within the limit of time as the Registrar General & Census Commissioner, India may deem reasonable and specify and in such quality or quantities as may from time to time be ordered.
2. Proof will be supplied by the press for approval. As a measure of expediency it may be decided in some cases not to call proofs for checking and approval before copies are finally printed. In such cases, the responsibility of checking and passing the proofs shall rest with the printer. It would be advisable, therefore, for the printers to give the matter a final reading when the forms are on the machine so as to avoid mis-prints. No extra remuneration on account of this proof reading or extra care will, however, be admissible.
3. The printed material i.e. copies of the forms/booklets etc. duly bound and tied-up into suitable sized bundles of equal number should be supplied in this Office or at the place in Delhi/New Delhi as directed by this Office at the transportation cost of the printer. No transportation charges for delivery of the material in this Office or any place directed by this Office will be paid by this Office.
4. The printer shall whenever called upon to do so, give full information with regard to the work in hand and shall also permit the Registrar General & Census Commissioner, India or any other Officer deputed by him to inspect printer's premises at all reasonable times and shall give all assistance and information as may be required by him in connection with the contract.
5. If any item of work/operation not provided for are required to be performed, rates to be paid shall be determined by the Office of the Registrar General & Census Commissioner, India in consultation with the Director of Printing, New Delhi.
6. PRECAUTIONERY MEASURES: All jobs should be carried out with due regard to economy in paper consumption as well as in production cost without loss of clarity and efficiency. Unless otherwise stated, the economy instructions will be supplied to any printer who may ask for it.
7. The printer shall take every care to see that no part of the work falls into unauthorized hands. The work should be executed in security conditions. All proofs, trial copies, spare copies, copies printed in

excess or copies otherwise spoiled must in no condition be thrown away, passed on to any other person, sold or destroyed. All such material should be returned to the Registrar General & Census Commissioner, India along with the printed copies. In the event of such a material having been sold, destroyed, passed on to other party, misused or otherwise not returned to the Registrar General & Census Commissioner, India it shall be competent for the Registrar General & Census Commissioner, India to forfeit the security deposited by the printer and also to impose a penalty of Rs.10,000/- (Rupees Ten thousand only) which the Registrar General & Census Commissioner, India will, without prejudice to any other rights of the Government of India, be at liberty to recover from the printers bill or from any other moneys due to the printer.

8. The printer should not assign or sublet the contract or any part thereof without first having obtained permission in writing of the Registrar General & Census Commissioner, India which he shall be at liberty to refuse, if he thinks fit.
9. PAPER AND MATERIAL: The supply of paper and manuscript, etc. will be arranged by the Office of the Registrar General, India and would have to be collected from the ORGI premises at New Delhi by the selected tenderer at his own cost. The printer shall be entirely responsible for the safe custody of the paper and other materials issued to him. When submitting the bill for the work, he should state how much paper have been used for the work. A complete account of the receipt, consumption and balance of the paper supplied for the work should be rendered. The surplus quantities must be returned at once on completion of the job on demand failing which the cost of such surplus paper and binding material will be recovered at double the market rate. The printer is advised in his own interest to ensure the paper and material against loss of fire, accident etc. at his own cost and expense.
10. Tax deduction at source (TDS) will be levied as per rule.
11. After the work has been completed, the bill for the work in triplicate prepared on the basis of the accepted rates should be submitted to the Registrar General & Census Commissioner, India for payment together with the (i) Receipted delivery vouchers for the supplies made, (ii) Account showing receipt, consumption and balance, if any, of the paper and other materials supplied for the work, (iii) Representative specimen with complete details of the work done, and (iv) other documents/document in support of the items charged for in the bill. The excess quantity of paper and other material, if any, should be kept in the safe custody pending the further instructions from the Registrar General & Census Commissioner, India.

12. MSS/CRC/Original drawings of maps, charts, diagrams, photos etc. which have been supplied by the Registrar General & Census Commissioner, India or which have been prepared by the printer for the Registrar General & Census Commissioner, India should be stored by the printer until the expiration of the arrangement or until such time as he may be called upon by the Registrar General & Census Commissioner, India to return the same to the parties concerned.

13. **PENALTY:** In the event of the printer failing to :

(i) Observe or perform any of the condition of the work as set out herein.

OR

(ii) Execute the work in a good and work-manlike manner and the time fixed by the Registrar General & Census Commissioner, India.

It shall be lawful for the Registrar General, India in his discretion in the former event to remove or withhold any part of the work until such time as he may be satisfied that printer is able to do and will duly observe the said conditions and in the later event to reject or remove as the case may require any work executed otherwise than in a good and work-manlike manner to the satisfaction of and by the Registrar General & Census Commissioner, India and in both or either of the events aforesaid to make such arrangements as he may think fit the reproduction of the work so removed as work in lieu of that so rejected or removed aforesaid on the account and at risk of the printer.

(a) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates (to be certified by the Registrar General & Census Commissioner, India whose certificates shall be final), the Registrar General & Census Commissioner, India may charge the amount of such excess cost to the printer and the same may at any time be deducted from any such or sums then due for which any time thereafter may become due to the printer under this or any other contract or from the security deposit or may be demanded of him to be paid within seven days to the credit of the Registrar General & Census Commissioner, India.

(b) In the event of any discovery of error or defect due to the fault of the printer at any time after the delivery of the copies ordered, the printer shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Registrar General & Census Commissioner, India. In the event, if the delivery for any other reason, cannot be wholly rejected, the Registrar General & Census Commissioner, India shall have the power to deduct from any payment due to the printer which sum as he may deem

expedient not exceeding 10% of value of the particular position or portions adjusted to be defective.

(c) In the event of a work being wholly rejected, the Registrar General & Census Commissioner, India may at his own discretion either:

(i) Permit the printer to re-do the same within such time as he may specify at the printer's own cost which shall include the cost of paper and other materials;

OR

(ii) Arrange to get the work done elsewhere and by any other person or from any other source than the printer in which case the amount of extra cost, if any, shall be recovered from the printer in the manner provided in sub-clause (5) of this contract.

(d) The powers of the Registrar General & Census Commissioner, India under this condition shall in no way affect or prejudice the power in certain events to terminate the contract vested in him as herein provided, or to forfeit the deposit under condition 15 hereinafter mentioned.

14. The security deposit can be forfeited by order of the Registrar General & Census Commissioner, India in the event of any breach or non-observance 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 Registrar General & Census Commissioner, India sufficient to cover any incorrect or excess payments made on the bills of the printer shall be retained by him until the final audit report of the account of the printer's bill has been received and examined. Interest that may accrue on securities deposited by the printer may subject as aforesaid to be drawn by him.
15. A sum not exceeding two per cent of composing, plate-making, printing and binding charges, will be deducted from the amount of the bill for every week's delay or part thereof in employing with the date of delivery of the proof/ fair copies respectively but this clause shall not operate if the delay is occasioned owing to paper and/ or binding materials not being received in time or other circumstances, beyond the printer's control. The Registrar General & Census Commissioner, India shall have the power to determine the scale of deduction in such cases under this clause and his decision shall be final.
16. In case of strike, combination of workmen, fire, accidents or circumstances beyond the control of the printer causing stoppage of his work, the delivery of completion of the work may be suspended without penalty and Registrar General & Census Commissioner, India shall have the power during such stoppage to get the work done elsewhere without any charge to the printer. The printer shall afford

every facility for the removal and use elsewhere of such standing type and materials as may be necessary for completion of the work.

17. In the event of the printer having adjudged insolvent or having receiving order or other order under the Insolvency Act made against him or in the case of a Company of the passing of any resolution or making of any order for winding up, whether voluntary or otherwise or in the event of the printer failing to comply with any of the conditions herein specified, the Registrar General & Census Commissioner, India shall have the power to terminate contract without previous notice.
18. All sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government or any other person or persons contracting through the Director of Printing and set off against any claim of the Government or such other person or persons for the payment of a sum of money arising out of or under any other contract made by the contractor with the Government or such other person or persons.

Arbitration

- 19 The dispute or difference arising between the Registrar General & Census Commissioner, India and the Printer relating to any matter arising out of or connected with the printing and Packing job assigned to the Printer for execution under the contract agreement shall be referred to the sole arbitration by an Arbitrator appointed by the Registrar General & Census Commissioner, India or any person nominated by him. The decision of the Arbitrator shall be final and binding on the parties to the contract agreement subject to the proviso that the Arbitrator shall give reasoned award.
- 20 Upon every and any such reference the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 21 Work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due to or payable by the Registrar General & Census Commissioner, India shall be withheld on account of such proceedings.
- 22 The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the Sole Arbitrator at his entire discretion may determine.

NOTE : No tender shall be considered unless the complete information as sought for is duly filled in and all the pages are signed by the tenderer.