



**NATIONAL BOOK TRUST, INDIA**

Nehru Bhawan

5 Institutional Area, Phase II, Vasant Kunj, New Delhi 110070

**Agreement for the enlistment of Printers for printing with paper**

**Agreement No.** \_\_\_\_\_

MEMORANDUM OF AGREEMENT made in Delhi this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_

(hereinafter called the PRINTER, which expression shall, where the context so admits, include its legal representatives, successors and assigns) of the one part and the National Book Trust, India (hereinafter called the NBT, which expression shall, where the context so admits, include its successors and assigns) of the other part.

WHEREAS the PRINTER desires to get itself registered with the NBT for printing (including binding) of books and miscellaneous jobs with paper (hereinafter called the WORK) and has represented to the NBT that the printer has requisite manpower, plant and machinery to be capable of handling the jobs.

It is hereby agreed by and between the parties:

Printer's signature

Signature on behalf of NBT

(Sign on all the pages)

1. The terms and conditions of this agreement shall be applicable for all jobs, which will be assigned by the NBT, as per its requirements from time to time.
2. Assignment of number of printing jobs to the enlisted printers shall depend mainly on their performance as well as the quality of printing jobs executed by them, understanding and following the instructions of the Production officers and completion of assigned jobs upto the stage of submission of bills along with the negatives/positives and relevant documents within the given time schedule. Other relevant factors are number of machines and manpower with the printers and speed of execution of jobs, etc.
3. The PRINTER is responsible for the timely collection of all material related to the WORK i.e. manuscript, CDs, CRC, press copy, negatives/positives and others, if any.
4. The PRINTER shall process, print, laminate, bind and deliver the complete quantity of the WORK, in accordance with the job specifications and time limit indicated in the work order. The stocks of books shall be supplied in proper packing at the sales godown at Vasant Kunj. The printer shall arrange the required quantity/quality of paper/card on their own on priority to complete the job within the given time schedule. No extension shall be granted to complete the job entrusted for arranging the required quantity/ quality of paper/card. The PRINTER shall print and supply the books against bulk orders within the given time schedule strictly. The print run may vary from 1100 to 10,100 copies or more. The bulk orders are supposed to be completed within a period of 30 to 60 days depending on the requirement. Certain jobs shall require to be printed on priority basis working round the clock which the printer undertakes to complete within the deadline assigned.
5. Advance copies of the printed books or miscellaneous jobs shall be supplied by the printer seeking approval of the advance copies by the NBT. The bulk supplies duly incorporating the corrections or improvement, if suggested by the NBT, shall be delivered to the NBT godown. The quality of the bulk stock must conform to the advance copies approved by the NBT. In case of any error or defects noticed in the finished books, the necessary rectification must be carried out at the own cost of the printer. Any deviation from the approved advance copy or any delay in completion of job or non completion will be seriously viewed and the decision of the Director, NBT will be final.
6. The bulk stock received from the printer shall be physically verified randomly by the concerned Production officer and Sales godown officials in respect of quality of printing, binding and the quality of paper. The quality of paper used by the printer in the bulk stock must conform to the advance copy approved by the NBT. The NBT shall have the right to accept the stock of books with suitable penalty or to reject the whole stock in case of shortcomings noticed. In case of rejection of stock, the whole work shall be reprinted at the own cost of printer on priority within the given time schedule failing which the NBT may get printed the job from some other printer and cost shall be recovered from the printer. Without prejudice to the penalties provided for, the printer can be blacklisted and/or debarred for 5 years. The decision of the Director, NBT shall be final and binding.
7. The panel of printers and rates of printing and paper shall be valid as stated in the tender clause-3. For all printing jobs, approved schedule of rates for printing and approved schedule of rates for paper shall be applicable. No hike in the rates shall be entertained. If the work order includes any items not provided for in the schedule of rates, payment shall be allowed on reasonable basis at the rates decided by NBT which decision shall be final. Only printing rates shall be applicable if paper is available and supplied by the NBT.

8. The NBT shall have the right to enter into the premises of enlisted printer at any time for inspection of the printers works to physically verify the progress of assigned jobs. The printer shall extend full cooperation to facilitate the inspection and answer the queries of the officials of NBT.
9. Printer shall be responsible for all taxes, duties and license fee etc. on their own. Only GST shall be paid by the NBT as admissible under the rule. Any excess claim whatsoever by the printer shall be treated as disallowed without any intimation to the printer.
10. The PRINTER shall not assign or sublet the job or any part thereof without obtaining the permission in writing from Director, NBT or person duly authorized by Director, NBT.
11. On completion of the job, the PRINTER shall return to the NBT, manuscript, press copy, art work, positives, negatives, CDs, etc. supplied by the NBT or prepared by the PRINTER at the cost of the NBT.
12. No advance payment would be paid to the printer for execution of order. However, the payment of the bills shall be released within a period of 60 to 90 days from the receipt of the proper and complete documents i.e. bill alongwith signed delivery challans and furnishing of supporting document/other material, etc. to the satisfaction of NBT.
13. Printers shall submit a paper consumption certificate along with the bill in the given format. The paper consumption statement shall be signed and stamped by the printer certifying the quality and quantity of paper and card used for the printing of book. NBT shall go for the paper testing of GSM of paper varieties used from a government laboratory for the 10% of total number of titles printed by each printer i.e. 1-book out of 10-books taken at random. In case of inferior quality of paper, the complete stock of books may be liable for rejection. In case of failure in GSM test, payment for paper cost shall be released accordingly taking actual weight with an additional penalty of 5% on paper cost. In case of minor variations of physical parameters of paper within the acceptable limit, NBT may consider to accept the stock after imposing appropriate penalties @ 1% per parameter or as decided by the Director, National Book Trust, India. In case of delay in completion of job, a penalty of 5% on printers bill shall be applicable for every 15 days beyond the deadline.
14. On completion of the job, the PRINTER shall submit to the NBT the duly pre-receipted bill for the job, in triplicate, together with :
  - i) Specimen copies of the WORK;
  - ii) duly receipted delivery vouchers for the supplies made, in original;
  - iii) duly signed delivery challans for the return of negatives and positives, in original;
  - iv) Complete account of paper showing the specifications and quantities in the given format;
  - v) Other material or document(s), if any, in support of the items charged in the bill or provided by the NBT.
15. NBT reserves the right to carry out a post payment audit of the printer's bill including all supporting vouchers. NBT further reserves the right to enforce recovery of any over payment coming to light as a result of such a check, by any method.
16. The PRINTER shall be responsible for the safe custody of negatives, positives and all other material issued by the NBT for the job assigned, and the PRINTER shall insure all material against loss by fire, theft, riots, accident, etc. at its own cost and expense. In the event of damage to the material, cost shall be recovered from the printer.

17. The press shall take every care to see that the work or any position thereof does not fall into the unauthorized hands to avoid PIRACY. Care shall be taken to execute the work under security condition. The printing material should be handed over to the concerned NBT official well in time as to avoid any transfer or misuse of the same to give any scope of pirating the NBT publication. Legal action would be initiated against the concerned persons/printer found to be involved in the process of piracy of NBT publication.
18. Queries, if any, in respect of the deductions and non payment for the work completed should be made by the Printer, only in the respective financial year. However, in case of non-payments for whatsoever the reason, if the Printer does not inform in writing within a period of one year from the date of completion of work, NBT would not be responsible to reply to any query and the Printer would be deemed to have abandoned his right to in respect of any query on the bills raised.
19. If the PRINTER fails to return the material supplied by the NBT, or if the quantity of the WORK supplied by the PRINTER is found to be short, the NBT shall have the right to recover from the PRINTER, the value of material and the WORK, at rates fixed by the NBT. In the event of short supply of books deductions shall be made on the basis of price of book after allowing 30% discount.
20. If an error or defect is found in the WORK, at any time before or after the delivery of the copies ordered, the PRINTER shall, if called upon to do so, rectify the error/defect at his own cost, to the satisfaction of and within the time limit fixed by the NBT. If, however, the error/defect is of the kind which cannot be rectified, the NBT shall, if it so desires, either reject the WORK and recover the total cost of the WORK including the cost of paper, and/or impose suitable penalty (depending upon the nature of error) recoverable from printers' bills. The decision of NBT in this regard shall be final and binding.
21. Subject to the Clause 7, in the event of the PRINTER failing to
  - (a) abide by any of the conditions laid down in this agreement and/or
  - (b) execute the job according to the specifications given in the work order, to the satisfaction of and within the time limit fixed by the NBT, the NBT shall, if it so desires, rejects the WORK and either
    - (i) permit the PRINTER to reprint the WORK within such time as the NBT may specify, at the PRINTER'S cost including the cost of paper and other material; and/or impose penalty.
    - (ii) arrange to get the WORK printed (with binding) through any other printer, in which case the extra cost, if any, shall be recovered from the PRINTER with or without suitable penalty.
    - (iii) accept the job after imposing penalty decided by the NBT
22. (a) If the completion of the job is delayed by the PRINTER, the NBT shall impose suitable penalty (fixed by the NBT depending on the nature and period of delay) which shall be recovered from the PRINTER. If, however, the job is delayed or stopped for reasons not attributable to the PRINTER, such as strikes, the fire and unforeseen accident, or for any other force majeure conditions which were beyond the control of the PRINTER, the NBT if satisfied, decision of NBT being final and binding may not impose any penalty on the PRINTER. The Printer however shall be required to bring such force majeure conditions to the express notice of NBT in writing within 3 days from the happening of such incident and seek confirmation in writing from NBT of such force majeure conditions otherwise this majeure clause shall not apply and PRINTER shall be liable as if no such conditions were prevailing.
  - (b) In case of urgent time bound orders, if the printer fails to print, bind and supply the complete stocks at the NBT's godown as per the deadline for whatsoever reasons, the NBT shall recover the total cost of loss occurred due to non-supply of books from the PRINTER and/or suitable penalty.

23. Enlisted printer may be removed from the panel of offset printer including, if :
- (a) any printer is found not diligent and not showing any keen interest in undertaking any work for a period of one year and name will be automatically deleted from the panel of approved Printers without notice.
  - (b) if refuse or is unable to accept and execute the assigned printing job as per the specifications and time limit.
  - (c) serious shortcoming & defects are found in executed jobs.
  - (d) the Printer do not accept or agree to the approved schedule of rate.
  - (e) the Printer shift his works somewhere else or removes its plant and machinery without prior intimation to the NBT in writing.
  - (f) the Printer disposes of plant and machinery or runs shortage of manpower.
  - (g) the printer is found violating any law.
24. If the Printing press is a partnership firm, it should duly registered and furnish a copy of the Partnership Deed to NBT and will undertake that no new or further partners shall be introduced or removed or retire without the consent of NBT. In case of the death of a partner, the remaining existing partners shall continue to remain wholly liable under the agreement signed between the printer and NBT. If any partner or printer commit breach of any of the condition, it shall be lawful for the NBT to cancel the agreement apart from other remedies available to NBT.
25. This agreement can be terminated by either side by giving a notice of one month in writing, however Printer if electing to terminate the agreement shall be able to do so only when there is no pending job.
26. Any disputes, differences and questions arising out of or in any way touching or concerning the subject matter thereof or the respective rights, duties or liabilities of the parties under or in respect of this contract shall be referred to the Publishing Production Committee. The decision of the Director, NBT on the report of Publishing Production Committee shall be final and binding on the parties.
27. The legal jurisdiction shall be of Delhi Courts alone and exclusively.

IN WITNESS WHEREOF the parties hereto have set their hands and their seal the day and the year first written.

THE PRINTER

THE NBT  
For and on behalf of  
NATIONAL BOOK TRUST, INDIA

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
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(Sign on all the pages)