



CENTRE FOR DISTANCE & ONLINE EDUCATION
UNIVERSITY OF JAMMU, JAMMU
(NAAC Accredited A++ University)

Email:

distanceeducationju@gmail.com, publicationcellcdoe@gmail.com

Website: www.distanceeducationju.in

Short e-TENDER
DOCUMENT FOR
EMPANELMENT OF OFFSET
PRINTERS FOR PRINTING AND
SUPPLY OF STUDY MATERIAL AT
CDOE, JU
ON
e-PROCUREMENT PORTAL
(www.jktender.gov.in)

TENDER DOCUMENT No.-CDOE/Pub/26/ 226

Dated: 01.06.2026

Issued by

DIRECTOR

**CENTRE FOR DISTANCE & ONLINE EDUCATION, CDOE
UNIVERSITY OF JAMMU**

INDEX

Section	Contents	Page No.
Section-1	Notice Inviting Tender	3-4
Section-2	Eligibility Criteria/ Check List	5-6
Section-3	Important Instruction	7-8
Section-4	Instructions to the Bidders	9-11
Section-5	Technical criteria	12
Section-6	Self-declaration	13
Section-7-8	Format of Certificate	14-15
Section-9	Other Terms & Conditions of e-NIT	16-18
Section-10	Terms & Conditions of Contract	19-27
Section-11	Agreement	28-35

CENTRE FOR DISTANCE & ONLINE EDUCATION
UNIVERSITY OF JAMMU, JAMMU

Email: distanceeducationju@gmail.com,

Website: www.distanceeducationju.in

SECTION-1

Notice Inviting Short e-Tender
(NIT)

TENDER FOR

EMPANELMENT OF OFFSET PRINTERS FOR
PRINTING AND SUPPLY OF STUDY
MATERIAL AT CDOE

No.- CDOE/Pub/26/226

Dated: 01.06.2026

NOTICE INVITING e-TENDER

Director, Centre for Distance & Online Education,(CDOE) on behalf of University of Jammu invites e-Tenders on www.jktenders.gov.in in one part (Technical Bid) from eligible offset printers across India for Empanelment as Offset Printers for Printing and Supply of Study Material (Size of Booklet 21.5×26 CM & 13.5×21 CM) with 68-70 GSM White Maplitho Paper and 170 GSM Laminated Card Sheet (10 Kg) for Cover (Black & white as well as Coloured i.e yellow, pink & sea green) and other Publications at Centre for Distance & Online Education, University of Jammu, and Notice Inviting Tender (NIT) is available at www.jktender.gov.in, www.distanceeducationju.in & www.jammuuniversity.ac.in Manual bids shall not be accepted under any circumstances. By hand submission of 03 printed books/study material specimen shall not be accepted.

Nature of Work	“Empanelment of Offset Printers for Printing and supply of Study Material with Text Paper (68-70 GSM White Maplitho Paper) and 170 GSM Laminated Card Sheet (10 Kg) and other Publications at Centre For Distance & Online Education, University of Jammu
<i>Estimated cost</i>	Rs.1,50,000,00/- per year (Rupees One Crore Fifty Lac only)
<i>Period of Contract</i>	2 year (24 months) Extendable upto 3 more years (year to year basis based on performance of the printer & institutional requirements).
<i>Registration Fee(Non Refundable)</i>	Rs.10,000/- (Rupees Ten Thousand only).

<i>Earnest Money Deposit</i> (EMD to be submitted in offline mode only)	Rs.5,00,000/- (Rupees Five Lakhs only). Bidders registered with MSME are exempted from EMD. Those who are claiming exemption shall upload a copy of valid/updated MSME certificate.
<i>Date of Publishing e-tender</i>	01-06-2026 01:30 PM
<i>Starting Date & Time of submission of Tender</i>	01-06-2026 02:00 PM
<i>Last Date and Time of submission of Tender</i>	10-06-2026 05:00 PM
<i>Last Date and Time to submit 03 printed Books/Study Material specimen by bidder depicting their firm's names on imprint page in the sealed envelope in the Tender Box kept at Room No. 17, Publication Section Main Building, Centre For Distance & Online Education, University of Jammu</i>	10-06-2026 05:00 PM
<i>Date and Time of opening of Technical Bid</i>	11.06.2026 09:30 AM
<i>Date & Time of the Opening of the Financial Bid</i>	Will be intimated in due course of time.
<i>Cost of Tender Document</i>	₹1180.00 (including G.S.T)
<i>Bid validity</i>	120 days from the date of opening of Technical Bid.
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.	

Interested bidders may view and download the tender document containing the detailed terms & conditions from the website www.jktenders.gov.in

A non-refundable A/c payee demand draft of ₹.1180/- (including G.S.T) as cost of tender documents from a nationalized bank in favour of the Director, CENTRE FOR DISTANCE & ONLINE EDUCATION payable at Jammu and send the original demand draft along with all required document on or before the last date notified in the bid. Further the participants who have applied earlier vide Tender No CDOE/Pub/25/6631 dated 25.11.2025 have to apply afresh on eProcurement portal (jktenders.gov.in). However, their tender fee, EMD and 03 printed books/study material specimen submitted with earlier tender will be considered.

Bidders should regularly visit the website www.jktenders.gov.in, www.distanceeducationju.in & www.jammuuniversity.ac.in to keep themselves updated.

Note: This Tender is not for the “Rate Contract”, the aforementioned empanelment work will be procured from the registered vendors/ service providers offering minimum price and maximum discount following the Rules of GFR-2017.

Section-2

ELIGIBILITY CRITERIA:-

The minimum pre-qualification criteria for the bidder to be eligible is as follows:-

The bidder must be the Indian Registered Company/Firm with an average annual turnover of Rs 12 Lacs in the last three financial years (2024-25, 2023-24 & 2022-23) and all necessary document required for Operating Printing press. The Company/Firm should have a minimum of 5 years of working experience of printing of booklets and other related work in Govt. Organization and should neither have been blacklisted by any Centre Government/State Government/PSU/Autonomous bodies. The Company/Firm must have in house production with offset printing setup (No digital printing is allowed) and must have atleast one Proof Reader each in different language subjects along with an office located at Jammu.

Check List

S.No	Pre-Qualification Criteria	Supporting Documents to be attached	Page No.
1.	The Firm/vendor shall have to deposit Registration Fee of Rs. 10,000/- (Non-Refundable)	Scanned copy be uploaded	
2.	Brief profile of Company/Firm	Max. 10 pages.	
3.	The bidder must be an Indian Registered company/Firm.	A Certificate of Incorporation.	
4.	The bidder must have valid GST Registration and PAN number allotted by the respective authorities.	Copy of the same must be attached.	
5.	Factory License/Essential documents for operating a printing press.	Scanned copy be uploaded	
6.	Company/Firm should have a minimum of 5 years of working experience of printing of booklets & other printing related work in Govt.Organisation/University/HEIs/Autonomous bodies.	Experience Certificate with a copy of minimum 01 allotment order of printing of SLM be Attached	
7.	The bidder should neither have been blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Equivalent HEIs with regard to the work executed by it in the last three years as on last date of submission of RFP.	The bidder shall furnish an undertaking.	
8.	The publication house must have in house production with offset printing setup (No digital printing is allowed).	List of Printing equipments along with Photographs and purchase bills of printing equipment (if available) must	

		be attached.	
9.	The Bidder should be having an average Annual turnover of Rs.12 Lacs in the last three Financial years (FY 2022-23, 2023-24 & 2024-25).	Audited/ Certified financial statements by Chartered Accountant or firm on a single page for the last three years.	
10.	Self-Declaration/other Certificate required in tender document.	Copy of the same must be attached.	
11.	EMD of Rs 5,00,000/- (Rupees Five Lakhs Only)	Scanned copy be uploaded.	
12.	Details of MSME/SSI/ Unit Certificate in case of claiming exemption on EMD.	(Upload scanned copy) MSME certificate should be incorporated with current classified year 2025-2026	
13.	Tender Fee	Scanned copy of demand draft be attached	
14.	Supply of 03 printed booklet/Self Learning Material	Scanned copy of Courier/Speed post POD be attached	
15.	The Bidder should have Jammu based office	Scanned copy of Electricity bill, water bill, Rent deed etc. be attached	

Section-3

IMPORTANT INSTRUCTIONS

- i) The bidders are required to submit soft copies of their bids electronically on the e-Procurement portal www.jktenders.gov.in using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the e-procurement portal, prepare their bids in accordance with the requirements and for submitting their bids online on the e-procurement portal.
- ii) Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii) Any pre-bid clarifications, if required, the same may be obtained online through the tender site or through the contact details given in the tender document.
- iv) Bidders should keep ready the bid documents in advance in the required format (PDF/xls/rar/zip 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. It is the bidder's responsibility to ensure the clarity of scanned documents to avoid bid rejection. For the file size of less than 1 MB, the transaction uploading time will be very fast.

- v) Bidders can update well in advance, the documents such as experience certificates, annual turnover, PAN, scanned copy of Demand Draft & 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 date and 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 e-procurement Portal and accept the same in order to proceed further to submit their bids.
- (iv) The Bidders shall submit EMD and Registration Fee through Bank Demand Draft/CDR in favour of Director, Centre for Distance & Online Education payable at Jammu. The hard copy of demand draft should be attached along with hard copy of tender document and be sent through Speed Post/Registered Post or Courier with in the stipulated time at Room No. 17, Publication Section Main Building, Centre for Distance & Online Education, University of Jammu-180006.
- (v) Bidders shall digitally sign and upload the required bid documents one by one as indicated in the tender document along with a scanned copy of demand draft.
- (vi) 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 Tender Inviting Authority (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.

- (vii) 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 bid is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the process of online bid submission or queries relating to jktender 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 on all working days.
- 2) In case of technical query not resolved by jktender Portal Helpdesk, you may contact Nodal Officer, Publication, CDOE at: **9419176033 Assistant Registrar (Publication, CDOE).**

Section-4

INSTRUCTIONS TO THE BIDDERS

1. **Preparation and Submission of Bids**
 - i) The bidder should download the bid documents from e-procurement Portal only (www.jktenders.gov.in) and upload the bid online in one part i.e. Technical 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. 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 jktender Portal.
4. The information and Instructions for bidders is posted on e-procurement Portal, the bidders are advised to visit jktender Portal regularly for latest updates (if any).
5. **PHYSICAL VERIFICATION:** List of Printing equipment along with photographs and purchase bills of printing equipment (if available) must be attached by the bidder. The CDOE may physically visit the premises of the firm to verify the printing infrastructure of the firm. Further the participants who have applied earlier vide Tender No CDOE/Pub/25/6631 dated 25.11.2025, and whose verification of premises/ machinery has already been completed by CDOE, are exempted from the physical verification of premises.
6. **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.**
7. Only those documents which are eligible shall be treated as part of the bid document. Non-readable documents shall not be treated as part of the bid document.
8. The firm should have availability of a responsible person on call on all working days between 09.30 am to 04.30 pm. His/her contact details should be submitted with the tender documents.
9. **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.**
10. **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. CDOE may, at its own discretion, extend the last date for uploading the tender.
11. **Registration Fee:** A non-refundable A/c payee demand draft of **₹.10,000/-** as cost of Registration fee from a nationalized bank in favour of the Director, CENTRE FOR DISTANCE & ONLINE EDUCATION payable at Jammu and send the original demand to **Room No. 17, Publication Section, Main Building, Centre For Distance & Online Education, University of Jammu-180006 or through Speed Post/Registered Post or Courier.**
12. **EMD**
 - a) The Bidder shall pay EMD of Rs. 5,00,000/-(Rupees Five Lakh). Those who are claiming exemption should upload valid and updated (**Classified year 2026-2027**) MSME Certificate.
 - b) **The EMD amount of unsuccessful Bidders shall be returned 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. **Empanelment of Printers**

The following is the pre requisite for empanelment of printers:-

- (i) Printed Book/SLM verification for Print Line of the bidders.
- (ii) Scrutiny of the requisite documents as per the Technical Bid Form (Annexure-I).
- (iii) Physical verification of the premises and machinery of the printer.

The bidder will be declared Technically qualified who satisfies all the above criteria.

15. The bidders shall submit hard copy of tender document along with demand draft and printed books/study material specimen out of which at least 01 should be Self Learning Material (SLM) as mentioned in the Notice Inviting Tender (NIT) depicting their firm's name on imprint page in sealed envelope and paper sample duly stamped by the firm in the tender box to **Room No. 17, Publication Section, Main Building, Centre For Distance & Online Education, University of Jammu-180006 or through Speed Post/Registered Post or Courier** on or before last date of bid submission as mentioned in the Notice Inviting Tender. Printed books and sample paper may also be sent through Speed Post/Registered Post/Courier to the above said address. However, bidders must ensure that it should 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/sample paper by the Postal Department. By hand submission of any document shall not be accepted. **The tender without submission of the same shall summarily be rejected and no representation in this regard shall be entertained by the University**
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 upload the same on jktender Portal. After finalization of empanelment of printer, Offer Letters for acceptance/ willingness to work at CDOE shall be issued. Those who have expressed acceptance for empanelment, they have to submit 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 CDOE (in duplicate) on Rs. 100/- non-judicial stamp paper as given at **Annexure-V**. The University reserves the right to extend the contract for a further period of one year or more on the same Terms and Conditions at the sole discretion of the Competent Authority of CDOE.

18. After successful empanelment of printers, the work shall be allotted to the empaneled printers as under:-
- i. The financial rate for printing of study material shall be called from the empaneled printers through official e-mail of CDOE to the e-mail IDs of printers as provided in Annexure-I.
 - ii. The empaneled printers who are willing to print the requisite study material may quote their rates accordingly.
 - iii. After scrutiny of the rates quoted by printer, the printing work shall be allotted to the printer quoting the **lowest rate L1**.
 - iv. An empaneled printer who has already been allotted two bids shall not be given the next order until successful completion of at least one order out of two allotted orders.

Section-5

ANNEXURE-I

TECHNICAL BID SUBMISSION FORM

S.no	Name of the Firm	M/S
1.	Address of the Firm along with Telephone/ Mobile No., Email ID, Website address etc.	
2.	Name, Designation and Telephone/ Mobile No., Email ID, Website address etc of Proprietor/Director/Partner	
3.	Registration Fee of Rs 10,000/- (Non Refundable)	(Upload scanned copy)
4.	Details of EMD: Exemption of EMD for registering with MSME 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 (Publication) CDOE before opening of the bid.	Rs. Rs.5,00,000/- (Rupees Five Lakhs only). Dated: _____ Bank: _____
5.	Details of MSME/SSI/ unit Certificate in case of claiming exemption on EMD.	(Upload scanned copy) The MSME certificate should incorporate with classified year 2025-2026
6.	Registration certificate of the Firm.	(Upload scanned copy)
7.	Factory License/ Essential documents required for operating a printing press.	(Upload scanned copy)
8.	Details of GST Registration Certificate	(Upload scanned copy)
9.	Details of PAN Card	(Upload scanned copy)
10.	Annual Turnover of Rs. 20 Lakhs for Financial Years (2022-23,2023-2024,2024-2025)(Attach scanned copy of audited balance sheet, Profit & Loss Account along with Turnover certificate duly signed by Chartered Accountant.	(Upload scanned copy)
11.	Value of printing work of Educational materials carried out during the preceding five years (attach scanned copy of work orders) along with 01 work order of printing of SLM	(Upload scanned copy)
12.	Tender Cost (Rs.1180/- including GST)	(Upload scanned copy of Proof)
13.	The Firm must have in house production with offset printing setup (No digital printing is allowed).	(Upload Relevant Proof)
14.	Has the Firm ever been declared ineligible or blacklisted by any authority?	Yes/No Self-declaration that the firm/company had never been blacklisted by any authority
15.	Upload signed and stamped copy of Annexure I	(Upload scanned copy)
16.	Self-Declaration Certificate	(Upload scanned copy)

Section-6

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 incorrect, our bid may be 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

Section-7

Format of Certificate

Certificate format required from Printer on Letter head of the Firm.

1. This is in reference to tender no _____ dated _____ for the supply of Paper based offset printing services to Centre for Distance & Online Education.

2. M/s _____ hereby acknowledge and agree to accept all the terms and conditions of tender. I agree that in case of breach or non-fulfilment of terms and conditions of contract, the contract is liable for cancellation.

Signature of Authorized Signatory
Name of the Firm
Designation of Signatory
(Signature with stamp)

Section-8

Format of Certificate

UNDERTAKING REGARDING PRINTING OF STUDY MATERIAL ON OFFSET MACHINE

(To be submitted on letter head of bidder)

1. This is in reference to tender no _____ dated _____ for the supply of Paper based offset printing service to Centre for Distance & Online Education.

2. M/S _____ hereby undertake that the Self Learning Material (SLM) supplied by our firm to Centre for Distance & Online Education shall be printed on **Offset Machine** & shall be as per the specification mentioned in the tender document.

3. In the event of any such information pertaining to the aforesaid matter found wrong /false at any point of time either during the course of the contract or at the bidding stage, our bid /contract will be liable for cancellation/termination without any notice.

Signature of Authorized Signatory
Name of the Firm
Designation of Signatory
(Signature with stamp)

Section-9

Annexure-III

Centre For Distance & Online 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. PERFORMANCE SECURITY DEPOSIT:** The successful bidders should furnish interest free performance security in the form of irrevocable BANK GUARANTEE/FDR for **Rs.75000/- (Rupees Seventy Five Thousand Only)** in favour of Director, CDOE University of 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 contract obligation of the Firm.

2. The CDOE reserves the right to take any such actions as may deem fit against the vendor in case of failure on the part of the firm competing for the contract besides, the forfeiture of earnest money/security deposits.
3. Acceptance of offer for printing shall be communicated in writing by the vendor.
4. **In case of Printing/Publication house located outside Jammu, the firm must have an office in Jammu. The printing/publishing house shall collect the material in person from the Publication Cell of CDOE, University of Jammu.**
5. The terms and conditions of this agreement shall be applicable on all jobs i.e. study material and other such CDOE publications, etc, which shall be assigned by CDOE, as per its requirements from time to time.
6. **EMPANELMENT AND CONTRACT PERIOD:** The Empanelment and Contract (as also the schedule of rates finalized) shall be initially valid for a period of 24 months from the date of Notification of the empanelment. The same may be extended further for one year or more as per the sole discretion of the Competent Authority of CDOE on the same Terms & Conditions. In any case the contract shall not be extended beyond 05 years.
7. **Uploading of bids does not entitle the bidder to be automatically empanelled.**
8. The assignment of printing work shall be given by University purely on the basis of the overall performance of the Firm, **in terms of quality and meeting time lines of book/SLM booklets/assigned work.** In case of any delay or poor quality of printing or non-insertion of correction noticed by CDOE on the part of the empaneled Firm, CDOE shall reduce the quantum of work to such firm at its own discretion.

9. **Colour Scheme:**

The detail of colour scheme for cover/title page (Front & Back)of SLM Books

S.No.	Course Name	Colour of Cover Page of SLM Books	Size
1	P.G/B.Ed Semester-1 st	White	21.5×26 CM
2	P.G/B.Ed Semester-2 nd	Yellow	21.5×26 CM
3	P.G/B.Ed Semester-3 rd	Pink	21.5×26 CM
4	P.G/B.Ed Semester-4 th	Sea Green	21.5×26 CM
5	U.G Semester-1 st & 2 nd	White	21.5×26 CM
6	U.G Semester-3 rd & 4 th	Yellow	21.5×26 CM
7	U.G Semester-5 th & 6 th	Pink	21.5×26 CM

10. **Other Specifications for Printing.**

S No.		Detail
1	Hindi	Font:-14 (Unicode based <u>Mangal</u> Font) Line Spacing:- 1.5
2	Dogri	Font:-14 (Unicode based <u>Mangal</u> Font) Line Spacing:-1.5
3	Punjabi	Font:-14 (Unicode based <u>Ravi</u> Font) Line Spacing:-1.5
4	Urdu	Font:-16 (Unicode based <u>Noori Nastaliq</u>) Line Spacing:-1.5
5	English	Font:-12 (Times New Roman) Line Spacing:- 1.5

11. Specimen: The hard copies of SLM (Booklets/CDs) will be provided by CDOE for Reference. However, the Firm has to observe the given specifications and parameters of the SLM (Booklets). Further, if any correction is required, the firm has to follow the instructions issued by the University/CDOE from time to time.

12. Supply of Material for composing, Proof Reading, typesetting and printing: The vendor will ensure that the material for printing is collected by an employee well-versed with the printing work. The vendor will collect the hard/soft copy, hand written material along with instruction for final composing from the concerned co-ordinator/ publication section. It is obligatory for the vendor to follow the instructions given in Toto. **The Firm has to give the SLM proofs to the concerned Coordinator/Teacher Incharge for proof reading on fresh A-4 size paper with tape binding and any corrections/additions/deletions suggested have to be incorporated by the vendor within the allotted time.**

13. Time Period for submission of Printed Material Total Days = 40 to 45

After receiving the order, the vendor will collect the material from the Publication Section, CDOE.	Within 2 days
Delivery of 1 st proof to the Coordinator /Teacher-Incharge /Publication Section.	Within 6-8 days
Collection of the corrected proof along with 1 st proof from the Co-ordinator /Teacher- Incharge by the vendor.	Within 10 days after collecting the material
Delivery of 2 nd proof along with 1st proof to the Coordinator /Teacher-Incharge /Publication	Within 5 days

Section.	
Return of the final proof to the printer by the Coordinator/Teacher- Incharge /Publication Section.*	Within 5 days
Delivery of the final booklets.	Within 10 to 15 days after receiving the final Proof.

* In case corrections/modifications are not inserted as per instructions, the Concerned coordinator/Teacher Incharge can ask for 3rd proof. The vendor has to provide the same within two days and the Coordinator/Teacher Incharge shall return 3rd proof within the next two days.

The printing of the study material shall be carried out in offset printing mode.

- **Printing and Supply:** The firm should supply the Self Learning Material as per point 13 above and other printing material i.e. booklets at Centre for Distance & Online Education (CDOE), Baba Saheb Ambedkar Road Main Campus, University of Jammu within (40-45) days from the date of issue of the allotment order.
- **Quality Check :** Random Quality Check of the paper used by the vendor shall be tested by the University through any government recognized Laboratory/agency. In case of any deficiency being found, the University may at its discretion take appropriate action as per tender clause.
- **It may further be noted that the testing of GSM and Brightness of inner page, GSM of cover page and colour scheme of each semester has to be as per tender clause.**
- Page designing, paper setting, type setting and formatting including inner page and title page and table of contents will be done by the concerned vendor.
- The firm needs to visit the office of CDOE for specimen SLM collection, submission of proofs of study material & other allied works related to printing of SLM (Self Learning Material/booklets)
- The vendor will submit **MS Word file and compressed PDF in 2MB on the CDOE E-mail publicationcelldoe@gmail.com.** And the last specimen of the proofs along with the study material booklets in the store/Publication Section.
- The vendor has to submit a Pen Drive containing word file & PDF of the final printing material in **CorelDraw /Page Maker** in the Publication Section of the CDOE and obtain a receipt of the same and attach the receipt with the bill and keep a xerox copy of the same for record.
- The firm certificate duly signed by the authorities signatory with firm's stamp and seal at the backside of the tax invoice/bill (two copy) certifying that "The quality of paper/material used and the size of the booklet is as per the specifications and terms & conditions of the bid/contract mandatory for pass and payment of bills.
- **Proof Reading:**
 - a) The firm must have atleast one in house Proof Reader for different subject Languages.
 - b) The handwritten material given by CDOE has to be type-set by the Firm at no extra cost & the Firm shall supply the books in the store of CDOE at no additional charges/cost.
 - c) The proofs of printing (I, II, III proof, as the case may be) shall be collected and submitted by the vendor or his representative personally in a hard copy.

DIRECTOR

Section-10

**Centre For Distance & Online Education
UNIVERSITY OF JAMMU
JAMMU-180006**

TERMS AND CONDITIONS OF CONTRACT

1. **PARTIES:** The Parties to the Contract are the Firms through its authorized signatory and CDOE through the Director Centre For Distance & Online Education (CDOE), University of Jammu.

2. **ADDRESS OF THE FIRM AND NOTICE AND COMMUNICATION ON BEHALF OF CDOE:** Any notice, approval, consent and/or other notification required or permitted to be given hereunder shall be written 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 (CDOE)
(Name & Designation of the Authorized signatory),
Centre for Distance & Online Education
University of Jammu
Jammu
180006

 - b) _____ (Firm)
(Name& Designation of the Authorized signatory),

3. **EXERCISE OF THE POWER OF CDOE:** Any communication or notice on behalf of CDOE in relation to the Contract may be issued to the Firm 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 vendor/Firm.

4. **RESPONSIBILITY OF THE FIRM FOR EXECUTING THE CONTRACT:**

The Firm shall execute the Contract in all respects in accordance with the terms and conditions therein. The Firm 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 professional 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 Firm. Proofs or bulk supply are liable to be rejected without any compensation to the Firm(s) if they are found defective and/or sub-standard. CDOE 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 Firm at its own cost, and to the satisfaction and within the time-frame fixed by CDOE. The decision of CDOE in this regard shall be final and binding on the Firm. The supply(s), if already made and delivered and if rejected by CDOE shall be lifted back by the Firm at his/her own expenses. CDOE shall be under no liability whatsoever for the rejected supply(s). If the rejected supply(s) are not lifted by the Firm within fifteen days from the date of rejection, CDOE may: (a) cause the same to be lifted and charge the Firm with all expenses incurred in such removal; or (b) sell or otherwise dispose them off on behalf of the Firm at their own risk, cost and responsibility and retain any amount released there from after paying expenses on such sales.

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

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

- i) In case of partnership Firm, the Firm shall furnish the Partnership Deed to CDOE 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 to CDOE, 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 Firm, the said partnership Firm is dissolved before the completion of the Contract, in such case the Firm shall have no claim whatsoever to any compensation from CDOE. However, in case the Firm fails to stand by its obligation as undertaken herein, CDOE shall have the 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 Firm under section-3 of the Partnership Act has been sent by Firm to CDOE through registered post.

(c) **Consequence of Breach:** In case the firm or any partner of the firm commits breach of any or either of the conditions (a) or (b), it shall be lawful for CDOE to cancel the contract and authorize the printing of material from any third party at the risk of and cost of the Firm and in that event the provisions of the Agreement, shall be applicable. The decision of CDOE as to any matter concerning or arising out of this Sub-Clause or on any question whether the firm or any of partners of the Firm has committed a breach of any of the conditions in the sub-clause contained shall be final and binding on the Firm and the Firm shall not raise any objection thereto at any point of time.

6. PRECAUTIONARY MEASURES:

- a) All the jobs shall be carried out in a professional manner with clarity and efficiency.
- b) The Firm shall take every care to see that the work (positives, Soft Copies, printed material of CDOE) or any portion thereof does not fall into unauthorized hands. Care shall be taken to execute the work under secure conditions. All proofs and spare copies should be destroyed by shredding it in the presence of a responsible person of the press duly authorized by CDOE for the purpose. A certificate granted by the person authorized by CDOE 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 Firm 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 CDOE connected with the work to inspect the Firm's premises at all reasonable times to verify the statements. The Firm shall give all assistance and information as may be required to do so by CDOE and give detailed explanations of the cause of non-delivery of any work in arrears.

8. COMPOSING & DESIGNING: In special type of jobs other than routine jobs if any of the empaneled Firm have in-house facilities of laser composing & designing, the Firm will do the work of composing/designing that may be assigned by the Director, CDOE at the lowest market rate. Some of the study material may contain such units, which have graphs, diagrams or tables. No extra charges shall be paid for printing designing, type-setting of any such material.

9. RETURN OF ALL MATERIALS SUPPLIED TO FIRM BACK TO CDOE: All materials prepared by the Firm (or provided to the Firm) for the printing of any

work entrusted to the Firm by CDOE 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 CDOE and shall be returned to CDOE neatly and securely packed to prevent damage along with the original manuscripts and printed copies. The Firm shall ensure that no duplicate copies of the aforesaid materials are made or retained by any person/employee.

10. The Firm shall be required to submit Performance Security in the form of irrevocable Bank Guarantee/FDR of Rs. 75,000/- (Rupees Seventy Five Thousand only) in favour of Director, CDOE, 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 Performance Security shall be released by the University after completion of the contract period + 2 months.

Firm empanelment shall remain in force for 24 Months with effect from the date of the notification of the empanelment i.e., from ___/___/20__ and extendable further by one year or more at the sole discretion of the Competent Authority of CDOE on the same terms & conditions.

11. **Description of Text Paper and Art Paper for Cover:** 68-70 GSM White Maplitho Paper for Text printing and 170 GSM Laminated Card Sheet (10 Kg) for Cover Printing shall be used by the Firm. Sample checking of Booklets of any order may be done by the CDOE. Sample paper testing for GSM shall be done by CDOE through any State or Central Govt. testing agencies according to following norms & standards in case of dispute.

- a) **Text Paper of SLM (Booklets) 68-70 GSM White Maplitho Paper:** Testing shall be done according to IS 1848:2007 (Indian Standards writing & Printing Paper Specification) for 68-70 GSM White Maplitho Paper only for GSM.
- b) **Art Paper for Cover Printing:** Testing shall be done according to IS 6956:2001 (Indian Standards for Cover Paper) for 170 GSM Laminated Card Sheet (10 Kg).

12. **PACKING AND FREIGHT:** The printed booklets should be supplied duly tied up in suitable size bundles and properly covered on all sides with Art Paper.

Charges of loading/unloading of printing material shall be borne by the firm.

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

13. DELIVERY

- a) The Firm shall deliver printed material to the stores of CDOE, at their own cost in accordance with the conditions of the contract at the time and at the place/places and in the manner as specified in the acceptance letter or supply order. The Firm shall comply with the instructions of CDOE issued from time to time regarding the delivery of the printed material to stores.
- b) **Printing Material:** SLM shall delivered to the store of CDOE and it which shall only be accepted if the material is printed as per secified terms and conditions of tender.
- c) **Time for Completion of the Order:** The time specified in the Order for completion of the printing assignment 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 printed material is delayed for the reasons, other than beyond the Firm's control/genuine reasons, the Director, CDOE as the case may be, should be informed immediately with supporting documents to corroborate the reasons for delay. The Director, CDOE shall at his discretion either (a) cancel the job order and/or (b) order recovery from the Firm as agreed liquidate damages by way of penalty including the issuance of a Warning Letter.

14. If at any time after the acceptance of the tender, CDOE shall for any reason whatsoever not require the whole or part of the job to be carried out, the Director, CDOE as the case may be, shall be entitled to give a notice in writing to this effect to the Firm, 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 Firm has commenced the work he/she shall not be entitled to any compensation whatsoever. If however, the Firm had commenced the work before such foreclosure the Director, CDOE shall decide the sum or amount that may be paid to the Firm as charges of compensation for the work already done and the decision in this regard shall be final and binding on the Firm. However, the contract may be terminated by CDOE at any time by giving fifteen days' notice in writing without assigning any reason whatsoever.

15. **EXTENSION OF TIME:** As soon as it is apparent to the Firm(s) that the respective due date(s) for completion of the work cannot be adhered to, an intimation through email/ by post for extension of time shall be sent to the Director, CDOE, well in advance without prejudice to the rights of CDOE under the contract, intimating the failure to execute the jobs in stipulated time due to any unavoidable cause (including strikes, fire and accidents resulting in stoppage of work in the Firm). The Director, CDOE concerned, shall decide whether the grounds stated by the firm are reasonable for any extension of time and extend the minimum time.

16. PENALTY:

- a) **Penalty for Delay:** The penalty for delay in execution of the printing jobs assigned to the Firm's 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 st to 7 th day	-	5% of the total bill
From 8 th to 10 th day	-	10% of the total bill
From 11 th to 15 st day	-	15% of the total bill

Delay after 15 days, the work order shall be cancelled and warning letter shall be issued. In case three such warning letters are issued against a particular Firm, the Firm shall be blacklisted and the Performance Security shall be forfeited.

- b) **Penalty for Inferior text paper and Art paper sheet:** Firm shall submit a paper consumption and quality specification certificate along with the bill of the job carried out by the firm. The paper statement shall be signed and stamped by the authorized signatory of the Firm certifying the quality and quantity of text paper and Art Card for cover **used for the printing of booklets. CDOE may go for the testing of Text Paper, Art Card Sheet for GSM from a Government laboratory in case of any dispute.**

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 Art Paper subject to the penalty as given below.

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

- i. Failure in White Maplitho Paper of 68-70 GSM IS 1848/2007 (Eco friendly testing): 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 booklets
- ii. Failure in Art Paper Sheet of 170 GSM for cover printing (with laminated Art Paper Sheet as specified at (b) above testing 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 booklets. In case, where the Pulp board is used for printing of cover by the Firm, the complete consignment is liable to be rejected.
- iii. Firm shall use white maplitho paper and other specified Art Paper. The Firm shall ensure that the **size of the printed study material should be 21.5x26 centimeters.** A certificate of use of specified paper/card, shall be given by the Firm with the bills otherwise no payment shall be admissible.

c) In the event of the firm failing to :

- i) Observe or perform any of the conditions of the work as set out herein.
- ii) Does not execute the work in good professional manner and to the satisfaction of the Director, CDOE maintaining the required high quality of Printing and within the time fixed by Director, CDOE.

It shall be lawful for the Director, CDOE at his discretion to remove or withhold any part of the work until such time as he/she may be satisfied that Firm 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 professional manner to the satisfaction of & within the time fixed by the Director, CDOE 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 Firm.

Provided further that if in either event any excess cost be incurred by CDOE by reason of the difference between the prices paid and the accepted rates certified by the Director, CDOE whose certificate shall be final, Director, CDOE may charge the amount of such excess cost to the Firm and the same may at any time be deducted from any sum or sums then due or which at any time thereafter may become due to the Firm 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 CDOE.

d) Penalty for Defects in Printing: In the event of discovery of any error, defect and deviation in size of booklets/publications, as the case may be, due to the fault of the Firm at any time after the delivery of the copies ordered, the Firm, shall be bound if called upon to do so, to rectify such error or defect at its own cost to the satisfaction of and within the time fixed by Director CDOE.

e) In the event of a work being wholly rejected, the Director, CDOE may at his/her own discretion either.

- i) Permit the Firm to re-do/resupply the same within such time as he/she may specify at Firm's own cost.
- ii) Arrange to get the additional work done by Director, CDOE and by any other person or from any other source than the Contract Firm in which case the amount of extra cost, if any, shall be recovered from the concerned Firm in the manner provided in sub-clause (a) of this clause.

17. The Performance Security maybe forfeited by order of the Director, CDOE 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 CDOE sufficient to cover an incorrect or excess payment made on the bills of the Firm(s) shall be retained by him until the final settlement on the account of the Firm bill has been received and examined.

18. INSOLVENCY AND BREACH OF CONTRACT: The Director, CDOE may at any time by notice in writing, summarily terminate the contract without compensation to the Firm in any of the following events:-

- (a) If the Firm or 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 Firm being a company has 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 Firm 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/CDOE and provided also that the Contractor shall be liable to pay CDOE for any extra expenditure CDOE is thereby put to and the Contractor shall under no circumstances be entitled to any gain or re-purchase.

19. The name of the printer may be removed from the approved list of empaneled printers by the CDOE if :-

- He fails to execute a contract or has executed it unsatisfactorily on more than one occasion.
- Persistently violates any important conditions of contract
- Furnishes false particulars at the time of empanelment.
- If found at any stage, including in any type of forgery or falsification of records.

20. PROCEDURE FOR SUBMISSION OF BILLS AND PAYMENT: After the completion of work (printing of booklets, brochure & Assignments, etc). The Bill in Triplicate prepared on the basis of accepted Schedule of Rates shall be submitted by the firm to the CDOE, for releasing payment by enclosing requisite documents.

- i) Final Material Receipts Vouchers (MRVs), and

- ii) Challan in respect of return of hardcopy/handwritten material/Pen Drive containing SLM in Page maker/PDF duly endorsed by officials of Publication Unit.
- iii) The Firm shall have to submit a photocopy of the purchase order of white maplitho paper and Art Paper which has been used for printing of booklets for verification purpose along with the bill submitted in CDOE.

However CDOE may get the text paper/Art card sheet tested in the lab in case of doubt before the payment

The bill should be submitted within 01 month of the date of last supply of the printed booklets in CDOE.

21. No advance payment(s) will be made to the printer for job allotted.
22. **POST PAYMENT AUDIT OF FIRM'S BILL:** Director,CDOE reserves the right to carry out a post payment audit of the Firm's bill including all supporting vouchers. Director,CDOE further reserves the right to enforce recovery of any over payment coming to light as a result of such a check, by any or all the methods prescribed above.
23. GST/TDS would be applicable as per the Government of India rule stipulated from time to time.

24. **DISPUTE:**

In the event of any dispute, difference, claim or controversy between the parties arising out of or in connection with the terms and conditions of the agreement, the parties shall attempt to settle the same amicably through mutual discussion within 30 days of written notice by either party. In case the dispute is not resolved in good faith within 30 days. The parties agree to refer the matter for arbitration under the provision of Arbitration and Reconciliation Act 1996. The place of Arbitration shall be at Jammu and the courts at Jammu shall have the exclusive jurisdiction to entertain and adjudicate upon the dispute.

Section-11

Annexure-V

(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 _____, 2026, at Jammu.

BY

&

BETWEEN

Centre for Distance & Online Education on behalf of 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 "**CDOE**", 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 "**FIRM**", 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 furnish 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, Centre for Distance & Online Education henceforth referred as CDOE, JU in the course of its activities grants contract to Firm for undertaking printing work respectively with latest amendments from time to time in connection with the activities undertaken by CDOE.

THAT, the Firm has been selected / approved for award of contract for printing work as per Terms and Conditions specified in the tender document for a period of 24 Months in accordance with letter No. _____ dated _____.

AND THAT, the Firm and CDOE 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 24 Months with effect from the date of Notification of the Empanelment i.e. from _____ and extendable further one year or more (based on performance of the Firm & institutional requirements) at the sole discretion of the Competent Authority on the same Terms & Conditions. In any case, the contract shall not be extended beyond 05 years.

(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 Firm 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 Firm 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 the event of any dispute, difference, claim or controversy between the parties arising out of or in connection with the terms and conditions of the agreement, the parties shall attempt to settle the same amicably through mutual discussion within 30 days of written notice by either party. In case the dispute is not resolved in good faith within 30 days. The parties agree to refer the matter for arbitration under the provision of Arbitration and Reconciliation Act 1996. The place of Arbitration shall be at Jammu and the courts at Jammu shall have the exclusive jurisdiction to entertain and adjudicate upon the dispute.

(4). **FORCE MAJEURE :**

(i). Neither CDOE nor Firm 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 calamities 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 CDOE and Firm 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 Firm has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against CDOE, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of Firm and has undertaken to keep CDOE indemnified against all losses and damages suffered including expenses incurred by CDOE 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 has 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 (CDOE),
(Name & Designation of the Authorized Signatory),
Centre For Distance & Online Education
University of Jammu
Jammu

Pin:180006

(b). _____ (Firm),
(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 each other for each issue/doubt 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 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 Firm's 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 Agreement to be made in English and executed by their respective duly authorized signatories on this day and year first above written.

SIGNED, SEALED AND DELIVERED BY :

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