### COUNCIL OF ARCHITECTURE

An autonomous Statutory Authority of Government of India India Habitat Centre, Core 6-A, 1<sup>st</sup> Floor, Lodhi Road, New Delhi –110003 Phone: 011-49412100 (30 Lines), Fax: 011-24647746 Website: www.coa.gov.in

January 14, 2022

### NOTICE

This has reference to our Tender Notice published in Times of India on 15.01.2022 for **Printing** and Packaging of:-

a) Box to contain 5 Volumes of Books Titled as "Manual of Architectural Practice Handbook (MAP),
b) 5 Volumes of Books Titled as "Manual of Architectural Practice Handbook (MAP).
For detailed information please refer relevant Chapters.

The details regarding receipt & opening of the Tender shall be as under:-

1. Last date and time for receipt of Tenders : 31.01.2022 17:00 Hrs.

2. Date and time for opening of Tender : 01.02.2022 16:00 Hrs.

Technical & Financial Bids will be opened in the office of the Council of Architecture at India Habitat Centre, Core-6A, First Floor, Lodhi Road, New Delhi- 110 003. The tenderer may himself or through his authorized representative be present during the tender opening. In case authorized representative(s) of the tenderers attend tender opening, they are required to bring authorization letters from the tenderer(s). Commercial Bids of only those firms will be opened, whose technical bids are found eligible after the technical evaluation.

The details about the tender, terms, conditions and other related information are mentioned in the appropriate chapters as below:-

Chapter -1	Instructions to Bidders
Chapter-2	Terms and Conditions
Chapter-3	Specifications (A : F)

Chapter-4 Technical Bid Format of Tender Chapter-5 Commercial Bid of Tender (A : F)

Chapter-6 Payment Schedule
Annexure-I Specimen of Agreement

Registrar Council of Architecture

### Chapter - 1 INSTRUCTIONS TO BIDDERS

- (1) Terms and conditions are given in Chapter -2 and specifications for Printing and Packaging of 5 Volumes of Books Titled Manual of Architectural Practice Handbook (MAP) of Council of Architecture including box to contain five volumes in Chapter -3. In case the Vendor requires to view the soft copy/ Dummy copy of Document, i.e. Volumes etc., the Council may do so after entering into a "No Disclosure Agreement" with the Vendor.
- (2) The Technical Bid Form of the tender is given in Chapter- 4 and Commercial Bid Form is given in Chapter -5. The schedule of payment/ stages of payment is given in Chapter 6.
- (3) The tender, complete in all respects and duly signed & sealed, should reach the office of the Registrar, Council of Architecture, India Habitat Centre, Core-6A, First Floor, Lodhi Road, New Delhi-110 003 up to January 31, 2022 upto 17:00HRS.. The Technical Bid Form duly filled and signed by the Tenderer must be submitted in a separate sealed cover super-scribing Technical Bid of the Tender for Printing and Packaging of 5 Volumes of Books Titled Manual of Architectural Practice Handbook (MAP) of Council of Architecture.
- (4) Another sealed cover should contain the Commercial Bid Form duly filled and signed, super-scribing Commercial Bid of the Tender for Printing and Packaging of 5 Volumes of Books Titled Manual of Architectural Practice Handbook (MAP) of Council of Architecture. Both the Technical Bid as well as Commercial Bid, sealed in separate envelopes as stated above, should then be together sealed in another envelope and sent as described in the succeeding paragraph.
  - The Tender must be addressed to the Registrar, Council of Architecture, India Habitat Centre, Core-6A, First Floor, Lodhi Road, New Delhi- 110 003 and envelope should be SUPER-SCRIBED AS TENDER FOR PRINTING AND PACKAGING OF 5 VOLUMES OF BOOKS TITLED MANUAL OF ARCHITECTURAL PRACTICE HANDBOOK (MAP) OF COUNCIL OF ARCHITECTURE.
  - 2. Dimensions / Specifications of Box, containing Vol 1 to 5, are given and for each Volume of Books (Vol 1 to 5), are enclosed as per "Chapter 3".
  - 3. The Technical format of tender is given as per "Chapter 4".
  - 4. The CoA reserves right not to accept the lowest tender shall be at liberty to reject any or all quotations without assigning any reason whatsoever.
  - 5. The quotation should be signed by the Vendor or by a person who is duly authorized and legally competent to do so. A person signing the quote / forms or any document forming part of the quotation process / contract on behalf of the firm shall be deemed to have been duly authorized representative(s).
  - 6. Technical Bids will be opened in the office of the Registrar, Council of Architecture at India Habitat Centre, Core-6A, First Floor, Lodhi Road, New Delhi- on 01.02.2022 at 16:00Hrs. The tenderer may himself or through his authorized representative be present during the bid opening. In case authorized representatives of the tenderers attend tender opening they have to bring authorization letters from the tenderers. Commercial Bids of only those firms will be opened, whose technical bids are found eligible after technical evaluation.
  - 7. Technical Bid and Commercial Bid should be signed by the Bidder or by a person who is duly authorized and legally competent to do so. A person signing the forms or any document forming part of the Tender process/ contract on behalf of the firm shall be deemed to have been duly authorized by the Proprietor/Partner of the Firm/Company and actions taken by such a person in pursuance of this Tender/ contract shall be deemed to have been performed by the Proprietor/Partner/Company and shall bind them.

- 8. The tenderer shall deposit a sum of Rs.3,00,000/-(Rupees three lakh only) for tender as "Bid Security" (Earnest Money) in form of the Demand Draft or Banker's Cheque from any bank, drawn in favor of *Council of Architecture* payable at New Delhi and forward the same along with the Technical Bid. **Tenders that are not accompanied by the requisite Earnest Money will not be considered in any case**. The Earnest Money of the unsuccessful tenderer will be returned before expiry of the 30<sup>th</sup> day from the date of Work Order is awarded to successful bidder. The Earnest Money shall not bear any interest.
- 9. Work Order shall ordinarily be awarded to the lowest bidder, whose bid has been found to be complete in all respects.

### Chapter - 2 TERMS AND CONDITIONS

- A "Bank Solvency Certificate" for Rs.30 lakh from a Scheduled Bank, issued on or after the date
  of award of work should be attached with the Technical Bid, failing which the tender will not be
  considered.
- 2. The Vendor must have similar experience of doing such work for at least five years.
- 3. The Printer shall have pre-press printing / post press facilities, enabling CoA to Supervise / monitor the work at regular interval.
- 4. Specimen of the Agreement is given in Annexure-I.
- 5. The Successful Vendor will be required to complete the WORK as per the specifications given as per "Annexure 1 to 6", within **One Month**, of the award of the work order.
- 6. The Successful Vendor would be intimated by a formal letter of Acceptance.
- 7. The Payment Schedule of quotation has been given, as per "Chapter 6".
- 8. Submission of the Quotation by the Vendor shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasure of any terms and conditions is not permitted.
- 9. If any tenderer withdraws his tender after opening of the Tenders or expresses his inability to perform the contract after the award of Work or makes any modifications in the terms and conditions of the tender which are not acceptable to the CoA, then the Council of Architecture shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit/Performance Security Deposit.
- 10. Earnest Money deposit given by all tenderers except the one, whose tender is accepted, will be refunded before expiry of 30<sup>th</sup> day from the date of Work Order is awarded to successful bidder. The Earnest Money shall not bear any interest.
- 11. Successful tenderer would be intimated by a formal letter of Acceptance. The Successful tenderer, within 07 days of the receipt of formal acceptance letter, shall execute an Agreement with the Council of Architecture in the prescribed form on a non-judicial stamp paper of Rs.100/-.
- 12. The successful tenderer within 07 days of the receipt of formal acceptance letter, shall be required to deposit a sum equivalent to 20% of the total cost as Performance Security Deposit by way of Demand Draft in favour of Council of Architecture which shall be valid for a period of 90 days and shall be returned on completion of work as per satisfaction of CoA.
- 13. The Printer shall submit an affidavit on Rs.100/- stamp paper for strictly adhering to the secrecy and sanctity of the information/ document / material supplied by the Council for printing and shall take all steps to prevent all forms of copying/ sale/ misuse of the information/ content.
- 14. The Council of Architecture reserves its right not to accept the Lowest bidding tender and shall be at liberty to reject any or all Tenders without assigning any reason whatsoever.
- 15. Subject to the conditions mentioned above, the Earnest Money Deposit of the successful bidder will be refunded within 15 days of the deposit of the Performance Security Deposit.
- 16. Submission of the Tender by a tenderer shall be taken to signify his acceptance of the above terms and conditions. Alternations, overwriting or erasure of any terms and conditions is not permitted.
- 17. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected outrightly.

### **Chapter - 3 SPECIFICATIONS**

### A. BOX FOR SET OF 5 VOLUMES: (Specifications)

Sr. No.	Category	Details
1	Quantity (No's)	5000 / 10000 / 15000 No's
2	Finished Size	30cm W x 20.1 Ht x D (D is dependent on the combined thickness of Volumes 1 to 5)
3	Open Size	48cm x30.2cm
4	Proofing	
5	Printing (Process Offset)	4 Colours (CMYK) on Paper
6	Finishing	Paper Lamination & Pasting on Board
7	Die Cutting	4mm Board
8	Packaging	Box Set wrapped in clear plastic
9	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved
10	Taxes, as applicable	

### B. VOLUME 01: MANUAL OF ARCHITECTURAL PRACTICE

Sr. No.	Particulars	Specifications	
1	Quantity (Set)	5000 / 10000 / 15000	
2	Total Pages	80 pages (approx.)	
3	Finished Size	210mm W x 297mm H	
4	Open Size	420mm W x 297mm H	
5	Proofing		
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 66 Pages 4 Colours (CMYK): 4 Cover Pages:-	
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm	
8	Binding	Section Sewn with Perfect Binding	
9	Finishing	Outer Cover Lamination,	
10	Packaging	Bubble wrapping	
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved	
12	Taxes, as applicable		

### C. VOLUME 02: GUIDELINES FOR THE ENGAGEMENT FOR ARCHITECTS & FOR COMPETITIONS

Sr. No.	Category	Details
1	Quantity	5000 / 10000 / 15000
2	Total Pages	88 pages (approx.)
3	Finished Size	210mm W x 297mm H
4	Open Size	420mm W x 297mm H
5	Proofing	
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 56 Pages 4 Colours (CMYK): 28 Pages + 4 Cover Pages
7	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Paper  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm	
8	Binding	Section Sewn with Perfect Binding
9	Finishing	Outer Cover Lamination
10	Packaging	Bubble wrapping
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved
12	Taxes (As applicable)	

### D. VOLUME 03: GUIDELINES FOR ARCHITECTURAL CONTRACTS

Sr. No.	Category	Details	
1	Quantity	5000 / 10000 / 15000	
2	Total Pages	140 pages (approx.)	
3	Finished Size	210mm W x 297mm H	
4	Open Size	420mm W x 297mm H	
5	Proofing		
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 48 Pages 4 Colours (CMYK): 88 Pages + 4 Cover Pages	
7	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Paper  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm		
8	Binding	Section Sewn with Perfect Binding	
9	Finishing	Outer Cover Lamination	
10	Packaging	Bubble wrapping	
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved	
12	Taxes (As applicable)		

### E. VOLUME 04: GUIDELINES FOR FEES

Sr. No.	Category	Details	
1	Quantity	5000 / 10000 / 15000	
2	Total Pages	44 pages (approx.)	
3	Finished Size	210mm W x 297mm H	
4	Open Size	420mm W x 297mm H	
5	Proofing		
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 28 Pages 4 Colours (CMYK): 12 Pages + 4 Cover Pages	
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm	
8	Binding	Section Sewn with Perfect Binding	
9	Finishing	Outer Cover Lamination	
10	Packaging	Bubble wrapping	
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved	
12	Taxes As applicable		

### F. VOLUME 05: GUIDELINES FOR THE MANAGEMENT OF FIRMS

Sr. No.	Category	Details	
1	Quantity	5000 / 10000 / 15000	
2	Total Pages	72 pages (approx.)	
3	Finished Size	210mm W x 297mm H	
4	Open Size	420mm W x 297mm H	
5	Proofing		
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 44 Pages 4 Colours (CMYK): 24 Pages + 4 Cover Pages	
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm	
8	Binding	Section Sewn with Perfect Binding	
9	Finishing	Outer Cover Lamination	
10	Packaging	Bubble wrapping	
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved	
12	Taxes As applicable		

## Chapter - 4 TECHNICAL BID FORMAT OF TENDER

### (Schedule to Tender)

S.No.	]	Particulars
1.	Quotation to be Addressed to	Registrar, Council of Architecture
2.	Quotation to be Submitted to	Registrar, Council of Architecture, India Habitat Centre, Core 6A, Ist Floor, Lodhi Road, New Delhi – 110003
3.	Last date of Receipt of Quotation(s)	On 31 <sup>st</sup> January, 2022, at CoA office upto 17:00 Hrs.
4.	Date of Opening of Quotations	On 1st February, 2022 at 16:00 HRS
5.	Previous Experience in Printing of Books, Magazines, Journals / Directories etc (Soft and Hard Bound)	Attach Samples
6.	PAN NO.	To Mention, with proof.
7.	Proof of Turnover for the last Five Years, of having similar type of works.	Attach Proof
8.	Proof of having similar type of works with completion certificate from cleint/customer	
9.	Pre-Press Printing / Post press facilities available with Printer	Available / Not available.
10.	Proof valid Registration of Firm/ Company, etc.	
11.	Whether any litigation/ enquiry or any other proceeding related to printing or running the affairs of Company is pending or decided against the Bidder?	
12.	Attach list of Firm/ Company profie along with current Staff strength	

Authorized Signatory	
Name in Block Letters	
(Name of the Firm / Company with Seal)	
Date	
Capacity in which signed	_
Full Address	

# Chapter – 5 COMMERCIAL BID OF TENDER (Schedule to Tender)

### A. BOX FOR SET OF 5 VOLUMES: (Specifications)

Sr. No.	Category	Details
1	Quantity (No's)	5000 / 10000 / 15000 No's
2	Finished Size	30cm W x 20.1 Ht x D (D is dependent on the combined thickness of Volumes 1 to 5)
3	Open Size	48cm x30.2cm
4	Proofing	
5	Printing (Process Offset)	4 Colours (CMYK) on Paper
6	Finishing	Paper Lamination & Pasting on Board
7	Die Cutting	4mm Board
8	Packaging	Box Set wrapped in clear plastic
9	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved
10	Taxes, as applicable	

### B. VOLUME 01: MANUAL OF ARCHITECTURAL PRACTICE

Sr. No.	Particulars	Specifications	Cost Price, Per Copy (Rs.) (for 5000 Copies)	Cost Price, Per Copy (Rs.) (for 10000 Copies)	Cost Price, Per Copy (Rs.) (for 15000 Copies)
1	Quantity (Set)	5000 / 10000 / 15000			
2	Total Pages	80 pages (approx.)			
3	Finished Size	210mm W x 297mm H			
4	Open Size	420mm W x 297mm H			
5	Proofing				
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 66 Pages 4 Colours (CMYK): 4 Cover Pages:-			
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm			
8	Binding	Section Sewn with Perfect Binding			
9	Finishing	Outer Cover Lamination,			
10	Packaging	Bubble wrapping			
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved			
12	Taxes, as appli	cable			

### C. VOLUME 02: GUIDELINES FOR THE ENGAGEMENT FOR ARCHITECTS & FOR COMPETITIONS

Sr. No.	Category	Details	Cost Price, Per Copy (Rs.) (for 5000 Copies)	Cost Price, Per Copy (Rs.) (for 10000 Copies)	Cost Price, Per Copy (Rs.) (for 15000 Copies)
1	Quantity	5000 / 10000 / 15000			
2	Total Pages	88 pages (approx.)			
3	Finished Size	210mm W x 297mm H			
4	Open Size	420mm W x 297mm H			
5	Proofing				
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 56 Pages 4 Colours (CMYK): 28 Pages + 4 Cover Pages			
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm			
8	Binding	Section Sewn with Perfect Binding			
9	Finishing	Outer Cover Lamination			
10	Packaging	Bubble wrapping			
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved			
12	Taxes (As applic	cable)			

### D. VOLUME 03: GUIDELINES FOR ARCHITECTURAL CONTRACTS

Sr. No.	Category	Details	Cost Price, Per Copy (Rs.) (for 5000 Copies)	Cost Price, Per Copy (Rs.) (for 10000 Copies)	Cost Price, Per Copy (Rs.) (for 15000 Copies)
1	Quantity	5000 / 10000 / 15000			
2	Total Pages	140 pages (approx.)			
3	Finished Size	210mm W x 297mm H			
4	Open Size	420mm W x 297mm H			
5	Proofing				
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 48 Pages 4 Colours (CMYK): 88 Pages + 4 Cover Pages			
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm			

8	Binding	Section Sewn with Perfect Binding			
9	Finishing	Outer Cover Lamination			
10	Packaging	Bubble wrapping			
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved			
12	Taxes (As applicable)				

### E. VOLUME 04: GUIDELINES FOR FEES

Sr. No.	Category	Details	Cost Price, Per Copy (Rs.) (for 5000 Copies)	Cost Price, Per Copy (Rs.) (for 10000 Copies)	Cost Price, Per Copy (Rs.) (for 15000 Copies)		
1	Quantity	5000 / 10000 / 15000					
2	Total Pages	44 pages (approx.)					
3	Finished Size	210mm W x 297mm H					
4	Open Size	420mm W x 297mm H					
5	Proofing						
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 28 Pages 4 Colours (CMYK): 12 Pages + 4 Cover Pages					
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm					
8	Binding	Section Sewn with Perfect Binding					
9	Finishing	Outer Cover Lamination					
10	Packaging	Bubble wrapping					
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved					
12	Taxes As applicable						

### F. VOLUME 05: GUIDELINES FOR THE MANAGEMENT OF FIRMS

Sr. No.	Category	Details	Cost Price, Per Copy (Rs.) (for 5000 Copies)	Cost Price, Per Copy (Rs.) (for 10000 Copies)	Cost Price, Per Copy (Rs.) (for 15000 Copies)		
1	Quantity	5000 / 10000 / 15000					
2	Total Pages	72 pages (approx.)					
3	Finished Size	210mm W x 297mm H					
4	Open Size	420mm W x 297mm H					
5	Proofing						
6	Printing (Process Offset)	2 Colours (Special Colour + Black): 44 Pages 4 Colours (CMYK): 24 Pages + 4 Cover Pages					
7	Paper	Opt 1: RSW (Rendezvous Super White) Inside pages-100gsm Cover double pasting 230 gsm  Opt 2: Tango Linen Ultra White / Tango Super Smooth white Inside pages-100gsm, Cover 350 gsm					
8	Binding	Section Sewn with Perfect Binding					
9	Finishing	Outer Cover Lamination					
10	Packaging	Bubble wrapping					
11	Storage	Cartons of 400 gsm Duplex Board Box Type without printing as approved					
12	Taxes As applicable						

## Chapter - 6 PAYMENT SCHEDULE (Schedule to Tender)

	Stages of Payment	Percentage (%) of Total Cost of Work	
1	On Submission of Draft of the Entire Work for Approval	10	
2.	On Approval of Work for Final Printing	10	
3.	On Receipt of Advance Printed Copies	15	
4.	On Approval of the Advance Copies.	20	
4.	On Delivery of the Entire Work upto the Satisfaction and as per the Instruction of the Council	20	
5.	On Submission of Final Bills for Payment with the Council	25	

### Annexure-I

### **AGREEMENT**

This	Agreemer	nt is	MADE	on	n THIS			day
of			BETW	VEEN TH	E Regi	istrar,	Counc	il of
Archited	cture, New D	elhi (hereina	after called	the 'OWN	ER' whi	ch exp	ression	shall,
unless e	excluded by o	r repugnant	to the cont	ext be deer	ned to ir	iclude l	his suc	cessor
in off	fice, and	permitted	assigns)	of the	One	part	and	M/s.
			a	proprie	etary	cond	ern	of
				having	Ţ,	its		office
at					(he	reinafte	er refer	red to
as the PRINTER which expression shall, unless excluded by or repugnant to the								
context be deemed for themselves, and their respective executors, administrators,								
assigns legal associates, or successor) of the other part.								

WHEREAS the OWNER, owns and possesses the copyright and all other rights of the books titled "PRINTING AND PACKAGING OF 5 VOLUMES OF BOOKS TITLED MANUAL OF ARCHITECTURAL PRACTICE HANDBOOK (MAP) OF COUNCIL OF ARCHITECTURE (INCLUDING BOX)" (hereinafter called the 'WORK')

AND WHEREAS pursuant to the offer made by the PRINTER to print the said WORK on the terms appearing hereinafter.

### IT HAVING BEEN AGREED AND DECIDED AS FOLLOWS:

- 1. THE OWNER hereby assigns the PRINTER the exclusive right to print the aforementioned WORK in printed book format in the English language.
- 2. THE OWNER warrants that at the time of execution of this Agreement they are the owners of the copyright in the WORK and that the WORK does not infringe on the copyright of any other person and that it contains no libelous matter.
- 3. THE copyright of the material of the WORK, including all text, pictures, drawings, maps, copyright of the layout (comprising the design of the inside pages of the WORK, the cover design etc.) of this edition of the WORK shall remain vested in the OWNER. The PRINTER shall not in any manner supply, print or reproduce the WORK to any other person/ party.
- 4. PRINTER shall have to carry out all page making, layouts and designing for the job with legal software only. The responsibility for not using the legal software will be of the PRINTER.

- 5. THE PRINTER shall not publish or allow to be published anywhere any abridgement, or printed dramatized version of the WORK in any form without the written consent of the OWNER.
- 6. THE PRINTER undertakes to print the specified no. of copies, as stated in the schedule to Tender Document, of the said WORK within **45 days** from the date of receipt of the said WORK provided that any further re-print of the WORK shall be undertaken after prior written approval of the OWNER on the same terms and conditions.
- 7. THE PRINTER undertakes to print the WORK at the price quoted in the tender i.e. \_\_\_\_\_.
- 8. THE WORK will be produced (which term shall include production, printing, binding and packing etc.) at the expense of the PRINTER.
- 9. THE PRINTER shall typeset the WORK afresh; design the textual matter, visuals and the cover and carry out any other necessary and incidental work or publish in the manner i.e. ready to print format designed by the owner, at his own cost.
- 10.THE PRINTER shall submit a dummy/ draft printed version of the WORK for final approval of the OWNER and shall print and publish the WORK as approved by the OWNER
- 11.THE PRINTER shall not, without the consent in writing of the OWNER, make any alteration, deletion or addition to the work as finally approved by the OWNER.
- 12.THE OWNER shall do whatever is necessary to protect the copyright as it pertains to the exclusively licensed publication rights. The PRINTER hereby agrees to include the following statement on the reverse title of the page of its edition of the WORK:
  - "Copyright Council of Architecture an autonomous statutory body of Government of India".
- 13.THE PRINTER shall provide 5 complimentary copies of the WORK to the OWNER immediately within a week upon its printing.

- 14. If either party will default under this Agreement, the other party may give the defaulting party written notice thereof requesting that the default be cured within thirty (30) days after giving of such notice. If the default is not cured within the said thirty (30) day period, the non-defaulting party may terminate this Agreement upon the date specified in the said notice.
- 15. This Agreement constitutes the entire understanding of the parties relative to the publication and sale of the WORK by the OWNER. No amendments, modifications, or changes in this Agreement will be effective or binding on either of the parties hereto unless reduced to writing and executed by the respective authorized representatives of each of the parties hereto.
- 16. If the PRINTER fails to publish/print the WORK within the specified period of **30 days**, the OWNER shall be at liberty to forfeit the performance security deposit and award the work to any other PRINTER. However, the OWNER may after considering the reasons for the delay may allow the PRINTER a maximum extension of 1 month upon recovery of liquidated damages to the tune of 5% each week of the value of the job subject to a maximum of Rs. 5,00,000 (five lakh).
- 17.THE OWNER shall make payment to the PRINTER as per the payment schedule given in the Tender document.
- 18. This Agreement and the rights and obligations hereunder will not be assigned to any third party without the prior written consent of each other.
- 19.All notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be valid and sufficient if dispatched by cable or by certified or registered post, addressed to the parties at the addresses herein above set forth. Such address may be changed by either party at any time by notice given to other, as aforesaid.
- 20.A waiver by either party at any time of any breach of any provision of this Agreement shall not apply to any breach of any other provision of the Agreement or to a breach of the same provision at any other time.
- 21. The decision of the OWNER with respect to overall quality and outlook of the WORK shall be final and binding and the PRINTER shall be bound to print and execute the WORK up-to the highest standards required for execution of the WORK as per the satisfaction of the OWNER.

22. The contracting parties undertake, in case of controversy over the interpretation or execution of this Agreement, to agree to refer the dispute to a Sole Arbitrator to be appointed by the President, Council of Architecture. The award of the sole arbitrator shall be final and binding on both parties. The arbitration proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 including any modification thereof for the time being in force. All disputes are subject to Courts having Jurisdiction in Delhi only. IN WITNESS WHEREOF THE PARTIES HAVE CAUSED TO SET THEIR RESPECTIVE **HANDS** THROUGH THEIR DULY **AUTHORISED** REPRESENTATIVES ON THE DAY AND YEAR FIRST ABOVE WRITTEN. Signed by PRINTER: M/s. Signed by OWNER: Registrar Council of Architecture New Delhi In the presence of Witness: In the presence of Witness: