GENERAL CONDITIONS OF THE CONTRACT

PRINTING OF "TB India 2016; Poster of TB India 2016 and E-Book of TB India 2016"

1. <u>Responsibility of the Printer for executing the Contract.</u>

(i) Timely delivery is the essence of the contract.

(ii) The printer shall print, bind and deliver the work in clear and legible type, form and style and with other fit and proper materials in good and workman-like manner, and by the process specified, and where a sample is supplied, in accordance therewith. If execution of the job is not in accordance with the specifications and/or terms and conditions, inter alia, penalty/ black listing of the printer and /or any other penalty as deemed fit by CTD will be imposed on the printer. The books supplied may also be rejected without any compensation. The decision of the DGHS, Ministry of Health and Family Welfare in this regard shall be final and binding on the printer.

2. <u>Subletting and assignment:</u>

The printer shall not sub-let, transfer or assign the contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner.

3. The printer at his/her own cost will arrange all the equipments, materials and other things/services etc. necessary for printing, inter alia. The CTD, Dte.GHS, MOHFW will provide only manuscript (both hard and soft copies) to be printed. Camera ready copy will be prepared by the press itself.

4. Different colours of quality inks are to be used as per layout/design approved by CTD.

5. The printer will invariably convert soft copy (in Ms-Excel or so) given by CTD into a Page-Maker file for best possible presentation and 100% error free job.

6. The proof reading/ thorough checking will be done by the <u>printer himself with a view to</u> <u>ensure 100% error free work before giving such error free proof to CTD for approval</u>. After getting such a proof for approval, if CTD finds that the press has not done proof checking properly so as to ensure error/deficiency free work, the press may be penalized to an extent and in a manner as deemed fit by CTD.

7. The printer shall require getting a colour dummy/CRC approved by CTD before starting printing copies of the publication.

8. All the material including manuscript, floppies/CDs etc. supplied by CTD will be returned by the printer to CTD within two days on completion of the printing work of this issue. A CD having the printed copy in PDF and Page Maker formats will be supplied by the printer along with delivery of printed copies to CTD so that the publication can be immediately put up on CTD's website. No additional payment will be made to printer for such CD having the printed copy in PDF and Page Maker formats. In case, such a CD, having printed copy in PDF and Page Maker formats free from all errors, is supplied beyond the date on which 100% error free printed copies are supplied, the date of delivery for working out amount of penalty for delay in work will be the date on which such a CD is supplied.

9. The printer shall be responsible for all loss, destruction, damage or deterioration of the printed materials for any cause whatsoever at any stage of printing or in the course of transit from the printer to the CTD.

10. The printer shall do the printing and deliver printed materials in accordance with the conditions of the contract at the time and place and in the manner as specified in terms and conditions etc. agreed to by the printer and as specified in <u>the letter of acceptance of the tender</u>. The printer shall comply with the instructions that the DGHS (or his/her representative), Ministry of Health and Family Welfare may issue from time to time.

11. The time specified for delivery of final proofs/printed copies or completion of the order shall be strictly adhered to and time in this respect shall be deemed to be the essence of the contract. If the time schedule is not adhered to and the job is delayed, during proofing, printing or dispatching, delivering CD in PDF and Page Maker formats, inter alia, the penalty will be imposed as per Annexure- II and III, for reasons other than those beyond printer's control and/or if there is violation of terms and conditions by the press and if the quality of papers/cards etc. used and quality of printing etc. is not as per specifications agreed to, the DGHS, Ministry of Health and Family Welfare may also exercise following options (besides above penalty):-

- a) To cancel the order without any financial repercussion on the part of the purchaser towards any expenses incurred by the tenderer in connection with the printing of the publication and poster and/or
- b) To black list the printer and/or
- c) To recover from the printer, liquidated damages by way of penalty (other than the one as per annexure III) as decided by the DGHS.
- d) To impose any other penalty as deemed fit by the DGHS.

12. The DGHS, Ministry of Health and Family Welfare, GOI shall have the power to determine the types and scale of penalties in such case and his decision shall be final and binding on the printer.

13. In the event of any action being taken under 11 above, the cancellation of the order will be without prejudice to the right of the Government to recover from the printer any loss incurred thereby and the printer will not be entitled to any compensation for such cancellation.

14. In the event of work being wholly rejected, the DGHS, Ministry of Health and Family Welfare, GOI may at his own discretion either;

- (i) permit the printer to re-do the same within such time as he/she may specify at printer's own cost which shall include the cost of paper and other materials, interalia and/or
- (ii) arrange to get the additional work done elsewhere and by any other person or from any other source than the printer, in which case, the amount of extra cost, if any, shall be paid by the printer

15. Recovery Clauses and the Set–off Clause:

In the event of any loss of Government papers and materials or damage thereto (for whatever cause) happening in misuse thereof while in the possession or control of the printer, his servants, workmen or agents and/or failure to return the papers or other material rendered surplus either on termination of contract or on reduction in the quantity of the order within the aforesaid time, the printer shall pay the costs, thereof (to be determined by the DGHS, Ministry of Health and Family Welfare, GOI whose decision shall be final and binding) on demand by the DGHS, Ministry of Health and Family Welfare, GOI within the specified time or whenever any claim for payments of any sum of money arises out of or under this contract. It shall be lawful for Ministry of Health and Family Welfare GOI to recover on behalf of DGHS, Ministry of Health and Family Welfare, GOI such sum or sums then due or which, at any time thereafter, may become due from the printer.

17. After the work has been completed, the bill for the work in triplicate prepared on the basis of the accepted rates should be submitted to CTD for payment together with receipted delivery vouchers for the supplies made.

Signature of the Printer along with Name, address, telephone No. and Fax No. E-mail address,date and stamp of the firm. Registration No.

> Signature of the Accepting Officer With date and stamp (Ministry of Health and Family Welfare)

DETAILS W.R.T. PENALTY TOBE IMPOSED FOR DELAY IN WORK

PENALTY CLAUSE

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PERIOD OF DELAY	PENALTY
For 1 day	2% of the contract amount of the bill.
For 1 day For 2 day	4% of the contract amount of the bill.
For 3 day	6% of the contract amount of the bill.
For 4 day	8% of the contract amount of the bill.
For 5 day	10% of the contract amount of the bill.
For 6 day	12% of the contract amount of the bill.
For 7 day	14% of the contract amount of the bill.
For 8 day	16% of the contract amount of the bill.
For 9 day	18% of the contract amount of the bill.
For 10 day	20% of the contract amount of the bill.
More than 10 days	Contract will be cancelled unilaterally and necessary action will be initiated.

Signature of the Printer along with Name, address, telephone No. Fax No. e-mail address, date and stamp of the firm. Registration No:

> Signature of the Accepting Officer With date and stamp (Ministry of Health and Family Welfare)