

**Specific Task Contract Between  
State Health Society, Bihar  
And**

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for printing of various materials / modules and supplying them to various districts on the basis of quoted rates in the tender “for publishing of various IEC materials/ modules etc.”.

This agreement is made and entered into on this ----- day of the ----- by and between State Health Society, Bihar, through Executive Director, State Health Society, Bihar (SHSB), having its office at Pariwar Kalyan Bhawan Sheikhpura, Patna - 800 014, Bihar, the expression where the context permits shall include its successors and hereinafter called 'the first Party'-Purchaser.

And

----- having its Registered Office at -----, the expression where the context permits shall include its successors and hereinafter called 'the second Party'-Supplier.

## **Definitions**

01.01 In this contract, the following terms shall be interpreted as indicated:

- a) "Contract" means the present agreement entered into between the purchaser and the supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Contract price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- c) "Goods" means all of the printed materials, which the supplier is required to supply at specified destination to purchaser under the contract.
- d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract.
- e) "Purchaser" means the SHSB and includes its successors or assignees.
- f) "Supplier" means the individual or the firm or company supplying goods under the contract and includes its successors or assignees.
- g) "Executive Director" means the Executive Director, SHSB, who is authorized to execute relevant contract relating to the purchase and supply of goods on behalf of SHSB.

## **02 Application**

02.01 These conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract:

02.02 The duration of the contract shall be 12 months from the date of submission of Bank Guarantee.

02.03 All orders given by the date of Signing of Contract in pursuance of the notification of award of the tender pursuant to which this contract has been signed, shall also be covered within the provision of this contract.

02.04 If any statements or documents furnished by the supplier were found to be false or incorrect at any stage or time, he would be punishable under the laws in force in India for such misdeeds.

## **03 Origin**

03.01 For purpose of this clause "origin" means the place where the goods are supplied.

## **04 Standards**

04.01 The goods supplied under this contract shall conform to the standards and specification as provided in the tender document itself.

## **05 Use of contract documents and information**

- 05.01 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made confidential and shall extend only so far as may be necessary or for the purposes of performing the contract.
- 05.02 The supplier shall not, without the purchaser's prior written consent, make use of any documentary information enumerated in clause 05.01 except for the purposes of performing the contract.
- 05.03 Any document other than the contract itself, enumerated in clause 05.01, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the if so required by the purchaser.

## **06 Patent rights**

- 6.01 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in the purchaser's country.

## **07 Performance Security**

- 07.01 After the issue of notification of award of tender by purchaser, the supplier shall furnish towards performance security, a Bank guarantee issued by any nationalized bank worth Rs ----- or decided by Executive Director of SHSB valid for a period exceeding ninety (90) days of the period of validity of contract.
- 07.02 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 07.03 The performance security shall be denominated in Indian Rupees and shall be in form of a Bank Guarantee, which may be subject to verification.
- 07.04 The performance security will be discharged by the purchaser and returned to the supplier on satisfactory performance and completion of the supplier's obligations by or under the contract.

## **08 Inspection and tests**

- 08.01 The items under the contract would have to be delivered by the supplier at SHSB headquarter at Patna or to districts headquarters, as the case may be, as per the specification in the work order.

- 08.02 After printing, Executive Director of SHSB shall collect requisite number of samples for quality testing which will be sent to the designated testing laboratory as per clause 12.02 for testing the specifications of the finished material supplied to the purchaser.
- 08.03 At first, 80% of the payment shall be made on delivery of material as per work order and provisions in the contract, but rest 20% shall be paid on receipt of test report from the designated testing laboratory.
- 08.03 The payment of fees to the testing laboratory for conducting the test of quality is to be borne by the "Second Party."
- 08.04 The purchaser's right to inspect, test and where necessary, reject the material after the good's arrival at the final destination shall in no way be limited or waived off, by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatched from the place of printing.
- 08.05 Nothing in clause 08 shall in any way release the supplier from any warranty or other obligations to supply material as per specifications mentioned in tender for which the contract is being entered into.

## **09 Packing**

- 09.01 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract/ work order. The packing shall be sufficient to withstand, without limitation, rough handling, rain, water, sun and other threats during transit and open storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. In addition, the supplier shall also make necessary arrangement for the smooth transportation of goods up to the final destination specified in the contract.
- 09.02 The SHSB may require project wise packaging of materials specifying the number of modules/ finished product to be kept in each packet. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or in any subsequent instructions given by the purchaser.
- 09.03 Packing instructions: The supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper point the following:
- a) Brief description of goods, including number in each package

- b) Contract/ work order number and date
- c) Place of origin of goods
- d) Supplier's name and address
- e) Packing list reference number
- f) Consignee's name and full address and
- g) "Logogram of SHSB."
- h) The carton and each item should necessarily bear the words "Bihar Govt. Supply, NOT FOR SALE" in bolder writing than those already printed on the label. The above caption shall run from the lower left hand corner to the top right hand corner on the carton and at any prominent place on each item.

#### **10. Delivery and documents**

- 10.01 Delivery of the modules/materials shall be made at destination within 45 days from the date of issue of work order by Executive Director of SHSB or by any date agreed upon mutually by both parties. Each order shall bear the detail of project name and quantity of modules/materials to be supplied and such information necessary for packaging to facilitate project wise distribution to the mentioned destinations.
- 10.02 The supplier is required to supply the printed material within the specified time as stipulated in the contract document. In special circumstances, this can be extended for further fifteen days (15) constituting the events of 'force majeure' subject to the production of sufficient evidence in consonance with the claim of cause of delay.
- 10.03 For the purposes of the contract, "F.O.R.", "C.I.F." and other trade terms used to describe the obligations of the parties, supplier shall notify the purchaser, consignee, indenter and the paying authority, the full details of dispatch and also shall supply following documents:
  - (i) Copies of supplier's invoice showing goods description, quantity, unit price and total amount
  - (ii) Railway receipt/ consignment note/ acknowledgment for receipt of goods from the consignee(s)
  - (iii) Manufacturer's/ supplier's guarantee certificate
  - (iv) Inspection certificate issued by the nominated inspection agency, where applicable
  - (v) Certificate of origin
  - (vi) Proper receipts of delivery of goods and
  - (vii) Any other document specified in the notification of award/ contract.

## 11. Transportation

- 11.01 Where the supplier is required under the contract to deliver the goods F.O.R, the supplier on his own shall arrange for the safe transportation of the goods up to delivery point, the cost whereof is already included in the contracted rate of the items under this agreement.
- 11.02 Where the supplier is required under the contract to deliver the goods C.I.F (insurance if applicable), or to a specified destination within Bihar, transport of the goods to such point in Bihar as specified in the contract/ work order shall be arranged and paid for by the supplier, the cost whereof is already included in the contracted rate under this agreement.

## 12. Payment

- 12.01 After printing, the sample of printed module/ material would be sent to the testing laboratory for testing of specifications. At first, 80% of Payment shall be made on presenting proper vouchers after the delivery of printed module/ material as per provisions in the contract and the rest 20% shall be paid on receipt of quality testing report from testing laboratory.
- 12.02 The laboratory designated for testing of all papers products would be the Central Pulp Research Institute, Saharanpur, and for tin plates & other materials would be TUV-SUD South Asia, New Delhi.
- 12.03 Before making final payment to supplier the second party, the "First Party, purchaser" will ensure that the payment for conducting the above test has been made by the second party to the concerned testing agency as mentioned in clause 08.03.
- 12.04 In case of mismatch in specification of sample by the testing laboratory regarding the quality of material supplied, the first party will make deductions as follows:

| Percentage match reported by CPPRI, Saharanpur/ TUV-SUD South Asia, New Delhi | Percentage deduction from total bill amount. |
|---|--|
| 95 – 99   | 2.5  |
| 90 – 94.9   | 5  |
| 85 – 89.9   | 7.5  |
| 80 – 84.9   | 10   |
| Less than 80  | Entire order will be cancelled               |

If the samples do not conform up to 80% of the specifications provided in tender, then the entire order would be cancelled and the second party supplier will take back all the material supplied to first party at their own cost and will return the full payment received towards the tender within 15 days of cancellation orders, failing which security deposit towards performance guarantee shall be forfeited.

12.05 SHSB shall complete the process of making payments within 30 days of submissions of proper invoices and proper receipts of delivery of goods.

12.06 The delivery of goods at the designated place should be properly received by the competent officer such as Store Keeper or I/c Store /nominated nodal officer by DHS/any competent officer or employee.

### **13. Prices**

13.01 Prices charged by the supplier for goods delivered and services performed under the contract shall be as per the L1 rate of the tender as detailed in Annexure-1 (forming part of this agreement) for various types of modules.

### **14. Change orders**

14.01 The purchaser may at any time, through a written order placed on the supplier, make changes within the general scope of the contract in any one or more of the following:

- a) Method of packing,
- b) Place of delivery, or
- c) Services to be provided by the supplier.

14.02 If any such change causes an increase or decrease in the time required for, the supplier's performance of any part of the work under the contract, whether changed or not, by the order, an equitable adjustment shall be made in the contract delivery schedule and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of purchaser's change order.

### **15. Contract amendments**

15.01 No variation in or modification of the terms of the contract under this agreement shall be made except by written amendment signed by both the parties.

### **16. Assignment**

16.01 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### **17. Delays in the supplier's Performance**

17.01 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:

- (i) Forfeiture of the deposited performance security,
- (ii) Imposition of liquidated damages, and/or
- (iii) Termination of the contract for default.

### **18. Liquidated damages**

18.01 For delays: If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or work order or extension order of the purchaser, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to two percent of the delivered price of the delayed goods, or un-performed service, for each week of delay or part thereof until actual delivery or performance.

### **19. Termination for default**

19.01 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) If the supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the contract/ work order/ extension order.

Or

- b) If the supplier fails to perform any other obligation(s) under the contract.

19.02 In the event the purchaser terminates the contract in whole or in part, pursuant to the clause 19.01, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs, if any, paid towards purchase of such goods. However, the supplier shall continue performance of the contract to the extent not terminated.

19.03 If the supplier fails to do work at the rates quoted by him in the tender then State Health Society, Bihar reserves the right to debar the supplier from doing any work with SHSB in future and take necessary steps to get the company blacklisted with all departments of Government of Bihar. In such case, the



amount deposited towards security by the supplier shall stand forfeited to the State Health Society, Bihar.

#### **20. Termination for convenience**

20.01 The purchaser, may by written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for the purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

20.02 The goods that are complete and ready for shipment/ transportation at the time of the supplier's receipt of notice of termination, pursuant to clause 20.01, shall be purchased by the purchaser at the contract terms and prices. The purchaser shall give seven days' notice for delivery of such goods.

#### **21. Continuation of printing work**

21.01 The State Health Society, Bihar reserves the right to amend the quantity of material to be printed depending upon requirements, and accordingly work orders may be placed upon L1 supplier.

21.02 In case of exigencies or otherwise, State Health Society, Bihar reserves the right to get the work of printing accomplished by L2 or L3 printers at L1 rate depending upon the volume of material or modules to printed executing the agreements with them in the similar vein.

#### **22. Resolution of disputes**

22.01 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

22.02 If, after thirty (30) days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably disputes, if any, either party may require that the dispute be referred for resolution to the Principal Secretary, Department of Health, Govt. of Bihar whose decision shall be final and binding on both parties.

#### **23 Notices**

23.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing by speed post or courier or by other normally acceptable mode of service of notice to the address specified below for the purpose of the notification of award/contract.

23.02 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**24. Taxes**

- 24.01 The supplier shall be entirely responsible for payment of all leviable taxes, duties and fees, etc. on sale or supply of goods and services.
- 24.02 The TDS or VAT will be deducted as applicable, if the supplier fails to produce the non-deduction certificate in 'Form- CIII' and deposited towards his liability to the sales tax department. Furthermore, TDS of IT as applicable, would also be deducted and deposited to indemnify his liability to pay the same to the income tax department.

Both the parties have gone through the above-mentioned terms and conditions of the contract, and agreed mutually to comply with them.

**IN WITNESS WHEREOF, the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, months, and year first written hereinabove.**

For, The State Health Society, Bihar

For, -----

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(-----)

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(.....)

Date:

Date:

Address: State Health Society, Bihar  
Priwar Kalyan Bhawan  
Sheikhpura, Patna – 14 (Bihar)

Address: .....  
.....  
.....

Witness:

Witness:

Name

Name

Address: State Health Society, Bihar  
Priwar Kalyan Bhawan  
Sheikhpura, Patna – 14 (Bihar)

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