

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687711961239

अनुबंध तिथि | Contract Generated Date : 24-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4705999](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|--|--|
| प्रकार Type : मंत्रालय Ministry : विभाग Department : संगठन का नाम Organisation Name : कार्यालय क्षेत्र Office Zone : | Statutory bodies Ministry of Textiles NA Textiles Committee Head Quarters |
| | पद Designation : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address : |
| | Joint Director - labservices.tc@nic.in N P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, MUMBAI, MAHARASHTRA-400025, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|---|---|
| आईएफडी सहमति IFD Concurrence : प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : | No Secretary, Textiles Committee Secretary, Textiles Committee |
| | Role: भुगतान का तरीका Payment Mode: पद Designation : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address: |
| | PAO Internet Banking Accounts Officer cao.tc@nic.in N P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, Mumbai - City, MAHARASHTRA-400025, India |

| प्रेषिती विवरण Consignee Details | | |
|------------------------------------|---|---|
| क्र.सं. S.No | प्रेषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : - ईमेल आईडी Email ID : labservices.tc@nic.in जीएसटीआईएन GSTIN : N पता Address : P Balu Road, Prabhadevi, Prabhadevi Chowk, Mumbai, MUMBAI, MAHARASHTRA-400025, India | Advertisement Service - Newspaper - Display Type Advertisement; Times National; Times of India; English or Hindi; All editions; Black and White; DAVP Rates |

| सेवा प्रदाता विवरण Service Provider Details | |
|--|--|
| जेम विक्रेता आईडी GeM Seller ID : कंपनी का नाम Company Name : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : पता Address : एमएसएमई पंजीकरण संख्या MSME Registration number : एमएसई सामाजिक श्रेणी MSE Social Category : एमएसई लिंग श्रेणी MSE Gender : जीएसटीआईएन GSTIN: | 821B200001430391 COMET ADVERTISING 09810085745 cometadvertising@gmail.com 2161, FIRST FLOOR, MAIN ROAD, WEST PATEL NAGAR,2161, 1st Floor, Main Road, West Patel Nagar,WEST PATEL NAGAR, Central Delhi, DELHI-110008, - UDYAM-DL-11-0004971 General Male 07AATPS4990G1ZX (R) |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-May-2024

सेवा समाप्ति तिथि | Service End Date : 14-Jun-2024

श्रेणी नाम | Category Name : Advertisement Service - Newspaper

| विवरण Description | | Advertisement size in sq cm/Number of words in case of classified text type ad | Offered rate per sq cm (Enter DAVP rate in case bid is for DAVP rates). In case of classified text ad, rate per word may be provided |
|---|-------------------------------|---|---|
| Language | English or Hindi | 64 | 1200.5 |
| Colour | Black and White | | |
| Rate offering | DAVP Rates | | |
| Advertisement Position | Times National | | |
| Names of Newspaper | Times of India | | |
| Edition | All editions | | |
| Type of Advertisement | Display Type Advertisement | | |
| Number of days for which advertisement is required | 1 | | |

कुल राशि (सूत्र) | Total Amount (Formula) :

(Offered rate per sq cm (Enter DAVP rate in case bid is for DAVP rates). In case of classified text ad, rate per word may be provided*Advertisement size in sq cm /Number of words
in case of classified text type ad*Number of days for which advertisement is required)

| | |
|--|-------|
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | 76832 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | 76832 |

कर द्विभाजन | Tax Bifurcation

| विशेष Particular | जीएसटी GST (5%) | जीएसटी उपकर 1 GST Cess 1 (0%) | जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (100%) | जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) |
|-----------------------------------|-------------------|---------------------------------|---|--|
| Advertisement Service - Newspaper | 3658.67 | 0 | 3658.67 | 0 |

अनुबंध की राशि | Amount of Contract

| | |
|--|-------|
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | 76832 |
|--|-------|

मूल्य विभाजन की पेशकश की | Price Break up offered : [प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक](#) | Price Break up offered Document link

एसएलए विवरण | SLA Details

SPECIAL TERMS AND CONDITIONS FOR ADVERTISEMENT SERVICE – NEWSPAPER

1. Preamble

A. All Advertisement Service – Newspaper Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:

I. General terms and conditions for Goods and Services.

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, supplier/bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

4. Service Scope

- The purpose of this service is to facilitate release of Display/Classified Display/Advertisement /Tender Notice/ etc. in national/international newspapers as per specifications provided by the buyer during selection of filters. DAVP rates can be selected if department/organization is eligible for the same.
- Service provider will be responsible for related work such as spelling correction, grammar checking, composing economically, flawless layout, artwork etc. for the advertisement release and to adhere to the timeline of release.

I. Terms and Conditions

a. Buyer's Obligations

- Buyer has to give timely approval for the matter to be published within the timeline i.e.48 hours before publication.
- Buyer may indicate preferred dates for release of advertisements or specific days such as days of national importance.
- Buyer may upload PDF of sample advertisement template if available while creating bids.
- Buyer shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the Service Provider's claims.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

b. Service Provider Obligations

- The successful service provider will provide the sample of the advertisement to the buyer for approval before the publication.
- In case the complete/part of the text matter for advertisement is not legible and meaningful, the service provider shall obtain clarification from the buyer before the submission of the bid.

- The agency must ensure that the matter of advertisement approved is exactly reproduced in the advertisement appearing in the newspaper(s).
- The agency must ensure that the matter of advertisement approved is exactly reproduced in the advertisement appearing in the newspaper(s). Approved text/artwork of the advertisement is to be released in minimum space.
- The service provider should have media and design facilities and translation facility needed to prepare layouts for print media.
- The agency must ensure that the translation is appropriate and not in any way deviating from the main content on the basis which translation is rendered.
- Service provider shall not divulge any information to third parties regarding content of the advertisement prior to date of release.
- If the advertisement is not published as per the order or not as per the matter approved or any other lapse, Service Provider or agency will be required to re-advertise, at service provider's cost.

5. Payment Schedule

The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM. The payment will be released based on deliverable/advertisement release based on the following terms;

- Payment on submission of invoice along with proof of newspaper cutting (proof should clearly carry proof of date of publishing) and deduction of penalties if any
- In case of DAVP rates, copies of DAVP rates applicable need to be submitted along with the invoice.
- In case of any size variations in specifications, payment will happen on pro-rata basis.
- No additional payments will be made for creative designing, adaptation, proof-reading and translation related work.

Payment Calculation would be as below :

Payment = Size of the ad * rate per sq cm as quoted (DAVP in case it is applicable) * number of days of advertisement.

6. Penalties and Termination

The following conditions may be taken as breach Of contract And buyer shall have right to immediately terminate the contract:

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs beyond 3 instances of similar nature in the entire contractual period may be treated as breach of contract. Breach of SLA is defined as performance lower than defined lower performance in this agreement.
3. If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

Penalties for Non-Compliance to Service Level Agreement

Penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned below:

| S No. | Description | Penalty (in %age of contract value) |
|-------|---|---|
| 1. | Failure in publishing specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG, if available, and the service provider will be removed from the portal as per GeM policy. |
| 2. | Failure in publishing on scheduled date. | 0.25% and the service provider shall also arrange for re-advertising at their own cost and publish within time period as requested by buyer. |
| 3. | Error in routine publication. | 0.25% and the service provider shall also arrange for re-advertising at their own cost. |

| | | |
|----|---|---|
| 4. | Error in publishing specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG if available and the service provider will be removed from the portal as per GeM policy. |
|----|---|---|

| | |
|---|----|
| अतिरिक्त डेटा/दस्तावेज़ : विक्रेता Additional Data/Document(s) : Seller | |
| 1. Certificate (Requested in ATC) : click here | |
| ईपीबीजी विवरण ePBG Detail | |
| सलाहकार बैंक Advisory Bank : | NA |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%) : | NA |

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.4 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.5 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.6 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.7 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.8 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.9 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that

product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.