

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 supersede 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.