

**SPECIAL CONDITIONS OF CONTRACT**

1.0 **Duration of the empanelment** and the rate contract (of regularly used items) shall be Two (2) years from the date of issue of Contract/ Purchase Order/ LOA. DGH reserves the right to withdraw the empanelment at any stage without assigning any reason thereof. Period of empanelment i.e. 2 years is subject to satisfactory performance, with provision for Annual Review and de-empanelling any agency whose performance is unsatisfactory; additional agencies may be empanelled to fill in the vacancy (from the agencies which were considered during the initial empanelment process but could not be ultimately empanelled, as per ranking).

2.0 **Performance Evaluation:** Annual evaluation of performance(s) of the empanelled advertising agencies would be done by the Office of CTO.  
If the agency (ies):

- i. fails to adhere to specified delivery schedule repeatedly on two occasions, or
- ii. does not participate in pitching at least three times in a year without seeking prior excuse, or
- iii. does not adhere to the laid down specifications or
- iv. the performance of the agency is non-satisfactory, or
- v. violates terms and conditions of this empanelment contract or;
- vi. is declared insolvent or
- vii. are proven to indulge in unfair practices such as forgery etc.

In such cases mentioned at Point No. (i)-(vi) above, review of continuation of empanelment shall be done at the discretion of DGH .

3.0 **Rejection criteria**

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4.0 On every occasion, DGH's concerned Department will provide detailed requirement based on the Scope of Empanelment to each empaneled agencies. The job/order shall be awarded based on the sealed quotations received from the empaneled agencies and the job will go to the agency quoting the lump sum lowest.

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5.0 Work done by each empaneled agency under this contract should be reviewed after each year. There will be no minimum guarantee of work.

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6.0 Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this empanelment. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable from time to time, on any income arising as a result of this empanelment.

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7.0 Agencies shall be required to have valid Indian Newspaper Society (INS) accreditation during the entire period of empanelment for media release whenever required.

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8.0 Agencies shall undertake that DGH photographs, finalized designs commissioned by DGH shall be the Intellectual Property (IP) of DGH and shall not be reproduced or shared with any other entity without approval of Corporate Communications department of DGH. Further, the agencies undertake that all creative submissions shall be the original work of the agency and do not infringe any copyrights or IP.

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9.0 **Payment Terms:**

9.1 No advance payment shall be considered. DGH shall pay to CONTRACTOR for the services, to be provided by the CONTRACTOR as per the Work Order, as per the price Schedule. The rates payable, shall be firm during the entire CONTRACT period, including extension period, if any. In case of advertising services, the payment will be made as per the price indicated for publications in which the advertisement has been published. In case, the advertisement is not published in some editions of a particular publication and the Work Order indicates a lump sum package price for a number of Editions, the deduction will be made based on the individual standalone price (s) of the Editions (where the advertisement has not been published) indicated in the published Rate Card of the publication. Rate Card means the published Price List (advertisement tariff) of all the Editions of that Publication.

9.2 All Bills along with relevant supporting documents shall be submitted in the name of Concerned HoD, DGH.

9.3 The payment shall be made within 10 (ten) calendar days from the date of receipt of clear invoice (complete in all respect) by the agency after certification thereof for the actual supply of items/materials/services.

The original invoice should also accompany the following documents/details:

**For advertisement**

- (a) *Original Bill of the newspaper/publications*
- (b) *Original cutting of each of the published material showing the Date*
- (c) *And/or any other document required as per work order*

**For Creative jobs and other deliverables**

- (a) Completion certificate signed by DGH representative
- (b) Any other document specifically stated in work-order to be submitted upon completion.

10.0 **LIQUIDATED DAMAGES (LD)**

10.1 Date of advertisements in the Publications/Editions specified by DGH, is the essence of the Contract.

10.2 Subject to provisions of para 10.5 below, if the advertising agency fails to get the artwork published in the Publications/Editions on the date specified by DGH, provided it has been approved by DGH by 17:00 hours on the previous day, DGH shall levy a Liquidated Damages (as pre-determined and agreed estimate of the loss and not by way of penalty) equivalent to five per cent of the proportionate value of the Release order / Work Order corresponding to the Publications/Editions in which the advertisement has not been published, for each day of delay, up to a ceiling of ten per cent.

10.3 In case of a lump sum price having been indicated in the Release Order /Work Order for All Editions of a particular publication, and the advertisement has been delayed in some of the Editions, the LD will be applicable on the individual standalone value of those Editions as indicated in the Rate Card of the publication. Rate Card is the published Rate/Price List (Advertisement tariff) of all editions of a particular publication.

10.4 In case the Contractor fails to publish the advertisement on occasions of national importance like Republic Day or DGH Foundation Day, DGH shall be entitled to levy LD of ten per cent of proportionate value of the Work order corresponding to the Publications /Editions in which the advertisement has not been published.

10.5 In any case, the publication of the advertisement after the date specified by DGH shall require prior written approval of DGH. No payment would be made if the publication, after the due date, is not approved by DGH.

10.6 For other creatives/events/exhibitions/services, standard LD clause shall be applicable.

11.0 **Submission of performance security deposit (PBG):**

No Performance Bank Guarantee (PBG) shall be required at the time of empanelment.

Performance Bank Guarantee shall be obtained from the successful bidder each time a Job/Work Order is awarded from amongst the empanelled vendors. The PBG shall be submitted prior to commencement of the assigned work and shall be calculated as a percentage of the value of the respective Job/Work Order, as specified therein.

**Please note:**

12. All costs incurred by the agency in respect of submission of offer and presentation shall be borne by the agency concerned. The committee may visit the advertising agency's premises to ascertain the infrastructure claimed.
13. Each Advertising Agency must present its credentials w.r.t. the Empanelment Assessment Criteria.
14. Any type of Purchase Preference Policies as per the guidelines issued from time to time shall not be applicable against the empanelment .
15. In case of any contradiction between the Special Conditions of Contract and General Contract Conditions , the Special Conditions of Contract shall prevail.
16. DGH reserves the right to accept or reject any application, without assigning any reasons thereof.