

## PURCHASE ORDER

VENDOR DETAILS	ORDER DETAILS
Vendor Code :180005749 LALIT ADVERTISING 2ND FLOOR, C-59, C-BLOCK NEW DELHI: 110058,India Attn : Tel : 25623460 E-mail : Vendor GST Reg. No.:07AAGPJ4145F1ZY Vendor PAN No. : AAGPJ4145F	Purchase Order Ref :8200159541 Date : 08.06.2024 Currency : INR Company Representative : Rohit Kakar E-mail : Our Reference No : CC23FK027 Vendor's Quote reference : Incoterms : OLA Reference No :- 9200021920 Comp. GST Reg. No.: 27AAACT0054A1Z1

The brief scope of work includes printing of advertisement in national & domestic newspaper and radio advertisements an as and when required basis. The contract shall be for two years. Detailed scope of work shall be as per the scope of work document as attached Scope of Work.

The Purchase Order constitutes Purchaser's offer to Vendor upon the terms and conditions stated herein and shall become a binding Contract, when it is accepted either by Vendor's acknowledgement or performance. The purchase order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by Vendor are objected to and hereby rejected, including without limitation, Vendor's quotation or acknowledgement forms. Any reference in the Purchase Order to Vendor's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. It is important that Vendor signs and returns the Purchase Order copy within (3) days of receipt. Failure to return the acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment that may be due to and may be a cause of termination of this Purchase Order.

**TOTAL ORDER VALUE (Exclusive of all taxes, levies and duties) : INR 37,088.00**

**In words: ( Rupees Thirty seven thousand eighty eight only )**

Authorized Signatory :		<b><u>VENDOR'S ACCEPTANCE</u></b>
		Signature: _____ Name: _____
Approver :	Uttam Shankar Pawaskar	Approver Designation : Head - Civil - Trombay

This is a computer generated document and does not require a signature.

### PRICE SCHEDULE

Item No.	HSN/SAC Code	Item Code	Material/Description	Qty	UOM	Unit Price	Amount
10	998363		Tender Ads. for Corporate Contracts	1.000	AU		
			This above item includes the following services				
10.10		4222980	Tender advt HBL all EOI	32.000	EA	509.00	16,288.00
10.20		4275437	NEWSPAPER ADVT. FE	32.000	CM2	650.00	20,800.00
			IN: Integrated GST - 5 %				
<b>Total Order Value (INR) ( Exclusive of all taxes, levies and duties )</b>							<b>37,088.00</b>

**Total Order Value: Rupees Thirty seven thousand eighty eight only (Exclusive of all taxes, levies and duties).**

### COMMERCIAL CONDITIONS

**1. Scope :**

The brief scope of work includes printing of advertisement in national & domestic newspaper and radio advertisements an as and when required basis. The contract shall be for two years. Detailed scope of work shall be as per the scope of work document as attached Scope of Work.

**2. Price Basis and Shipping Terms :**

FOT/CFR/FOR:

**3. Payment Terms :**

45 days From GR date w/o Retention

Payment Terms shall be as follows:

1. Payment shall be made as per actual published advertisements after considering deductions for LDs for shortfall in performance as per LD clause.

2. Payment shall be released with 45 days credit terms from the date of receipt of commercially clear and error-free invoice duly certified by Order Manager. All payments due to the Contractor shall be made after deduction of LDs / TDS etc. as applicable.

**4. Taxes and Duties :**

GST shall be payable extra as applicable at the time of invoicing - current rate being @ 5% for newspaper advertisement and @ 18% for Radio advertisement.

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**5. Delivery Schedule :**

Print Media Advertisement Handling Services for a period of two years from 21st December 2023 to 20th December 2025

**6. Anti Profiteering Clause :**

Notwithstanding anything contained in the Contract, in the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the bid date to the completion of work including defect liability period, if any, which results in any decrease in the cost of the works through reduced liability of taxes & duties, increase in the input tax credits, the Supplier shall pass on the benefits of such reduced cost, taxes or duties to the extent which is directly attributable to such Introduction of new legislation or change or amendment as mentioned above as per Anti-profiteering Rules, 2017, hereby, "Tax" or "tax" shall include taxes, duties, levies, cess and similar imposts by whatever name called whether in the nature of Indirect Tax or direct taxes and whether or not imposed by the Central government, state government, local or municipal authority or any other statutory body

**7. Order Manager and Place of Delivery :**

This order shall be managed by The Tata Power Co. Ltd..You are requested to contact him/her for further queries related to execution.

The deliveries shall be accepted between 10.00 am to 05.00 pm on working weekdays. Except weekly off,National and Bank Holidays.

**Kindly Delivery to / Bill To Address :**

Address: Trombay Generating Station,THE TATA POWER COMPANY LIMITED,Chembur-Mahul Road,400074,Mumbai.

Contact Details:

**8. Contract Performance Bank Guarantee :**

Contractor has agreed to submit within 15 days of the Effective Date an unconditional and irrevocable Bank Guarantee payable on demand towards Contract performance & security strictly for a sum equivalent to 10% of the annual value of Contract as per the prescribed format of Owner valid till the expiry of the Contract and having a claim period of 6 months beyond the expiry date. An amount equivalent to CPBG shall be retained from Contractor's bills payables till such time CPBG is submitted by Contractor.

**9. LD Clause :**

Liquidated Damages Clause:

Payment deduction due to non-performance & non-compliance:  
Payment shall not be given to agency for following instances:

- 1) if the advertisement is published in unapproved publication
- 2) if the advertisement is published with unapproved creative

LD @ 30% of total amount shall be charged if any advertisement is not published on the agreed scheduled date in the approved publication / if advertisement not published on the following day wherever requirement is conveyed on a given day within the agreed cut-off time.

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**10. Order of Precedence :**

In the event of conflict between the provision of this order along with its attachments and annexure, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

1. Purchase Order (with 'Commercial Conditions')
2. Special Terms and conditions .
3. General Terms & Conditions
4. Technical Specification

**11. Modifications to the General Conditions of Contract :**

(1) Price Basis: This shall be a unit rate contract covering the complete scope of work and the performance SLA/LD as stated in the tender terms. The Unit Rate shall be in Indian Rupees only as per the Price Schedule. The unit rates shall remain fixed during the tenancy of the Contract i.e. two years period.

All other terms & conditions shall be as per the attached General Terms & Conditions - Services, which are an integral part of this work order.

The following documents shall form a part of this Outline Agreement:

- a) General Terms and Conditions (GCC) - Services

**12. Annexure**

**13. Delivery Details**

Line Item	HSN/SAC Code	Material Code	Short Description	Long Description	Quantity	UOM	Del. Date
00010	998363		Tender Ads. for Corporate Contracts		1	AU	30.11.2024
10.10		4222980	Tender advt HBL all EOI	Newspaper advt. HBL all edition in English for Tender Notice (EOI)	32	EA	30.11.2024
10.20		4275437	NEWSPAPER ADVT. FE	NEWSPAPER ADVT. FINANCIAL EXPRESS, ALL EDITIONS IN ENGLISH, FOR TENDER NOTICE NEWSPAPER ADVT. FINANCIAL EXPRESS, ALL EDITIONS IN ENGLISH, FOR TENDER NOTICE-(EOI) FOR ALL LOCATIONS IN INDIA	32	CM2	30.11.2024