

Standard Terms & Condition of Empanelment

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1.0	INTRODUCTION	NTPC Limited, a Govt. of India Enterprise referred to herein as ‘NTPC’, intends to Empanel Advertising Agencies for Scope of work as per sl.no. 4
2.0	GENERAL INFORMATION	The prospective agencies are invited to submit a application for the empanelment. Methodology for submission of application has been detailed hereunder in this document.
3.0	DEFINITIONS	<p>Unless the context otherwise requires, the following terms whenever used in this Work have the following meanings:</p> <p>“Applicable Law” - This empanelment including all matters connected with this shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi(India).</p> <p>“Agency” means NTPC or duly authorized representative of the advertising agency.</p> <p>“Representative” means persons hired by the agency as employees and assigned to the performance of the Services or any part thereof.</p> <p>“Services” means the work to be performed by the agency pursuant to this empanelment, as described in the detailed Terms of Reference; and</p> <p>Law Governing the empanelment This empanelment, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> <p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Work.</p>
4.0	SCOPE OF EMPANELMENT	The empanelled agency will be allocated work to Corporate Centre, Regional Headquarters, Projects, stations of NTPC based on the category for which the agency has been empanelled. JVs & Subsidiaries of NTPC may use the agencies depending upon their decision.
5.0	CLARIFICATION OF APPLICATION DOCUMENT	A prospective agency requiring any clarification on eligibility or application process shall contact NTPC through mail on kmprashath@ntpc.co.in / aktiway01@ntpc.co.in . The agencies are advised to go through the documents carefully and thereafter seek a consolidated clarification or modification of the application documents. NTPC will respond to any request for clarification or modification of the application documents that it receives no later than seven (7) days prior to the deadline for submission of application for empanelment prescribed. Should NTPC deem it necessary to amend the Application Document as a result of a clarification, it shall do so.
6.0	VALIDITY OF EMPANELMENT	The empanelment will be valid for a period of three year from the date it is effective.
7.0	APPLICATION SECURITY / EARNEST MONEY DEPOSIT (EMD)	<p>a) The Application Security shall, at Agencies option, be in the form of a Demand draft or Banker’s cheque drawn in favour of NTPC Ltd. Payable at Delhi/New Delhi/Noida.</p> <p>b) If EMD is not received as prescribed through post / courier against the each submitted application before due date, the application for empanelment will not be evaluated.</p>

8.0	CONDITIONS FOR FORFEITURE OF EMD	<p>The Earnest Money Deposit/Application Security shall be forfeited in any of the following circumstances by NTPC without any notice or proof of damage to the NTPC, etc.</p> <p>In the case of a successful agency, if the agency fails within the specified time limit to furnish the acceptance of Letter of Empanelment.</p> <p>In the case of successful Agency, if the Agency fails, within the time limit, to furnish the required Work Performance Guarantee/Security Deposit.</p> <p>If the agency/his representatives commit any fraud while competing for this work pursuant to Fraud Prevention Policy of NTPC.</p>
9.0	RELEASE OF EMD	<p>a) The EMD of all those agencies who are not considered or qualified will be returned, within thirty (30) days after completion of evaluation.</p> <p>b) The EMD of all the unsuccessful Agencies shall be returned as promptly as possible after completion of empanelment process.</p> <p>c) The EMD of the successful Agency shall be returned once the successful Agency has accepted the Letter of Empanelment and furnished the required performance guarantee.</p>
10.0	CONDITIONS: BARRING FUTURE EMPANELMENT	<p>Notwithstanding the provisions regarding forfeiture of EMD/Application Security specified above, if an agency after having been empanelled, either does not accept the order/Letter of award or does not sign the Work Agreement or does not submit an acceptable Performance Security and which results in process being annulled then such agency shall be treated ineligible for participation in next empanelment</p>
11.0	MODIFICATION AND WITHDRAWAL OF APPLICATION FOR EMPANELMENT	<p>The Agency may modify or withdraw its application after submission, provided that written notice of the modification or withdrawal is received by NTPC prior to the deadline prescribed for application submission.</p> <p>Agency wishing to withdraw its application shall notify NTPC in writing prior to the deadline prescribed for application submission. A withdrawal notice may be sent by mail registered at <i>vendor.ntpc.co.in</i> or by post not later than the deadline for submission of application for empanelment.</p> <p>Application Withdrawal notices received after the application submission deadline will be ignored, and the submitted application will be deemed to be a valid submitted application.</p> <p>No application may be withdrawn in the interval between the application submission deadline till the completion of evaluation. Withdrawal of an application during this interval may result in the agency's forfeiture of its EMD, pursuant to provisions of GPC.</p>
12.0	DEADLINE FOR SUBMISSION OF APPLICATION FOR EMPANELMENT	<p>a. Application for empanelment must be submitted not later than the date and time indicated in the NIA.</p> <p>b. NTPC may, at its own discretion, extend the deadline for the submission of application for empanelment, in which case all rights & obligations of NTPC and agencies will thereafter be subject to the dead line as extended.</p>
13.0	DETERMINATION OF RESPONSIVENESS	<p>Prior to the detailed evaluation, NTPC will determine whether the application is acceptable as per qualifying criteria of the application document. For purpose of this determination, a substantially responsive application is one that conforms to all the terms, condition and specifications of the application documents</p>

14.0	CLARIFICATION OF APPLICATION FOR EMPANELMENT	During evaluation, NTPC may, at its discretion, ask any Agency for clarification of its Application. NTPC's request for clarification and the response shall be in writing by mail. No change in the substance of the Application shall be sought, offered, or permitted.
15.0	NTPC'S RIGHT TO ACCEPT / REJECT ANY OR ALL APPLICATION FOR EMPANELMENT	NTPC reserves the right to accept or reject any application, and to annul the application process and reject all application for empanelment at any time prior to work award, without thereby incurring any liability to the affected Agency or agencies or any obligation to inform the affected agency (s) of the grounds for the NTPC's action.
16.0	FINAL EMPANELMENT	NTPC will empanel the required numbers of agencies based on the rank secured by them based on the criteria already laid down for empanelment. Successful Agency will be issued Empanelment Order
17.0	WORK ALLOCATION	The empanelled agency will be allocated work related to Corporate Centre/Regional HQ/Projects/Stations as per NTPC's discretion. Work related with publication of Tender notices will be allocated on rotation basis, whereas other jobs will be allocated on the basis of bidding/creative design.
18.0	DELISTING OF EMPANELLED AGENCY	If it is found that the agency has submitted false information, the agency will be dealt with according to the provisions of NTPC's fraud prevention policy. If an empanelled agency fails to respond to NTPC's calling of tender at least once in a year in the respective category they are liable to be delisted Apart from the above all the provisions of NTPC's Fraud Prevention policy, Withholding and Banning Policies would be applicable
19.0	WORK PERFORMANCE GUARANTEE	Within thirty (30) days of the receipt of Empanelment Order from the NTPC, the Agency shall furnish BG for Rupees Five lakh which would be valid for the period of empanelment, which will be considered as standard EMD for all the work assigned to that agency. In such a case, the EMD collected will be returned to the agency.
20.0	AUTHORISED REPRESENTATIVE	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Work by NTPC or the Agency may be taken or executed by the officials authorized for the purpose.
21.0	NO BREACH OF WORK	The failure of a party to fulfill any of its obligations under the Work shall not be considered to be a breach of or default under the Work in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work and (b) has informed the other Party as soon as possible about the occurrence of such an event.
22.0	OBLIGATIONS OF THE AGENCY	The Agency shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management principles, and employ appropriate advance technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work or to the Services, as faithful advisers to NTPC and shall at all times support and safeguard NTPC's legitimate interests in any dealings with sub-agency or third parties.

23.0	SETTLEMENT OF DISPUTES	If any dispute(s) or difference(s) of any kind whatsoever arise between NTPC and the agency in connection with or arising out of this empanelment process and any subsequent contract awarded and its execution, the agency hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled in accordance with the prevailing Arbitration Laws of India as amended or enacted from time to time. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Work. The venue of the arbitration shall be Delhi, India. In the event of dispute or difference arising between one Public Sector Enterprise and a Government Department the provision of DPE as per memorandum No. DPE OM No. DPE/4(10)/2001-PMA-GL I dated 22 nd Jan. 2004 shall be applicable.
24.0	TAX DEDUCTION AT SOURCE	Tax deduction at source shall be governed as per prevailing rules.
25.0	PAYMENTS TO THE AGENCY	<ul style="list-style-type: none"> a. Payment for release of advertisements will be made as per applicable rate list of the newspapers/ offered rates & as per INS guidelines. The agencies are advised to supply copies of rate cards of all national and important regional dailies to the allotted units of NTPC with bills. b. The agency will not be paid for language translation charges c. For all advertisements including NITs in newspapers / magazine, no charge towards design will be paid to the agencies d. Charges for jobs, other than press advertisement like printing exhibition, preparing spots, hoardings etc. will be decided on competitive tendering basis amongst the empanelled agencies. e. Bill for advertisement release to be supported by the copies of the bills from newspaper / magazines etc, voucher copies and other relevant bills in triplicate. Payment will be made in each case after verifying these documents within 30 days of submission of bill.
26.0	PROCEDURE OF PAYMENT	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the officer-in-charge. Such payments shall be made electronically only as per details of Bank account indicated in the Work/Order under.
27.0	JURISDICTION	Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the work (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
28.0	FRAUD PREVENTION POLICY	The Agency shall strictly adhere to the Fraud Prevention Policy of NTPC displayed on the website https://www.vendor.ntpc.co.in

Notwithstanding the above NTPC reserves the right to , in the event of emergency requirement for development and release of a media campaign, contact any / all empanelled agencies urgently on Telephone/E -Mail and also distribute the design so developed amongst one or more agencies whose designs are selected for further release of the same to the media. Any avoidance / denial will be treated as serious failure based on which termination of empanelment and forfeiture of BG may be considered/ imposed