



ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

Nelson Mandela Marg, New Delhi-110067
Ph.No.011-26131576-78, 80 Extn.No.1039
Website : www.aicte-india.org

EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF ADVERTISING AGENCIES

The All India Council for Technical Education (AICTE) is a statutory Body of the Govt. of India, under Ministry of Human Resource Development. AICTE intends to empanel Advertising Agencies for its various advertising jobs. Interested Delhi based Agencies accredited with Indian Newspapers Society (INS) with complete details/profiles may apply to the Director (Admn.) in a sealed envelope subscribing “**Expression of interest (EOI) for Empanelment of Advertising Agency**” latest by **16th June 2017 by 5.00 P.M.** The Council reserves the right to cancel/reject any or all the applications without assigning any reason.

The application form for submission of Expression of Interest (EOI) and terms & conditions and other documents required may be seen on our website at **www.aicte-india.org/btender.php**

Advt. No. Admn./Estt./05(06)/2017

Member Secretary, AICTE

APPLICATION FORM

All India Council for Technical Education
Nelson Mandela Marg, New Delhi-110 067

Name of Advertisement Agency :
Date of Establishment :
Address (Permanent) :
Address (Delhi Office) :
INS Registration No. :
Type of Area where Delhi office
is located (Commercial/Semi
Commercial or Residential) :
Email ID :
Telephone No. :
Fax No. :
Number of Professional :
(on role of the agency at Delhi Office)
Number of Translators/
Proof Readers (on role of the agency
at Delhi Office) : English : _____ Hindi : _____ Vernacular : _____
Type of Establishment :
(Proprietorship/Partnership/
Public Ltd./Pvt. Ltd.)
Major Clients (from Jan 2015 onward and
other details in terms of turnover
to be given) :

Name of Client	From	To	Print Media Business (Rs.) (in advt. only)	Electronic Media Business (Rs.)	

(signature of Authorized signatory)
with seal of the Agency

Date :

Documents and EMD to be submitted along with EOI Form

1. Copy of PAN Allotment letter.
2. Copy of Income Tax Returns filed for the last 3 years i.e. **(2013-14, 2014-15 & 2015-16)**.
3. TAN and Service Tax Registration Certificate.
4. Turn over Certificate of Last 3 years, and it must also be certified that this turnover is **exclusively** for jobs executed through **print media only**, and does not include outdoor advertising through hoarding / panels etc., and electronic media. The Balance Sheet for the last three years should be submitted **(2013-14, 2014-15 & 2015-16)** along with a Certificate of Chartered Accountant as per Performa given in **Annexure-A**.
5. Copy of the Memorandum of Articles of Association / Partnership Deed/ Proprietorship Deed / Certificate of Incorporation (in case of company) etc.
6. Copy of INS accreditation certificates or a self attested certificate indicating full accreditation by the Indian Newspaper Society must be submitted.
7. List of clients, since **1st January 2016**, with dates from and to regarding period of engagement, must be attached with the application, duly certified by Agency's Chartered Accountant.
8. Certificate for Delhi Based Business as per Clause 13 and 14 of Terms and Conditions.
9. Two Best Advertisement Black & White, as well as Colored, one each in A4 Size paper.
10. The list of the professional on rolls with Advertising Agency's Delhi office, as per Clause 16 and 17 of Terms & Conditions.
11. EMD of Rs.50.00 Lakhs (Rupees Fifty lakhs only) in the form of Bank guarantee/DD in favour of 'Member Secretary, AICTE'.

Note: All the documents as attached with application must be signed, along with seal by the Owner or the Authorized signatory of the agency or also attested by Chartered Accountant. Unsigned documents will not be accepted.

ANNEXURE-A

CHARTERED ACCOUNTANT (CA) CERTIFICATE

CERTIFICATE OF TURNOVER REGARDING THE JOBS EXECUTED EXCLUSIVELY THROUGH PRINT MEDIA TO BE FURNISHED BY CHARTERED ACCOUNTANT

On the basis of examination of Financial Statement (Balance Sheet, Profits & Loss A/c) along with Audit Report & Notes on accounts of M/s (Name of company with complete address) for the last three Financial Years i.e. **(2013-14, 2014-15 & 2015-16)** I/we certify that turnover of **(Name of company with complete address) for the last three Financial Years exclusively from the jobs executed through print media only** is as under :

Sr. No.	Financial Year	Turnover in (Rs.)
1	2013-14	
2	2014-15	
3	2015-16	

Note : If the company/organization had international transaction reflected in the balance sheet in foreign currency then the same should be converted in equivalent rupees for the purpose of above certificate.

(Signature with seal)

Name of Chartered Accountant :

Registration No. :

Name of Firm :

Address of the Firm :

Date :

TERMS & CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCIES

1. **Application complete in all respects** to be addressed to the Director (Admn.), All India Council for Technical Education, Nelson Mandela Marg, New Delhi-110067, **should be submitted up to 5.00 PM by 16th June, 2017**. In case the date fixed is declared as holiday, the application should be submitted on the next working day up to 05.00 PM without any further notice by the AICTE.
2. Earnest money of Rs.50.00 lakh (Rupees Fifty lakh only) is necessarily required to be deposited with AICTE in the form of Bank Guarantee/Bank Draft in f/o "Member Secretary, AICTE, New Delhi", which should be enclosed along with Application. It is to be ensured that Bank Draft is made from Advertising Agency's account. The earnest money amount will be adjusted in the security deposit amount of Fifty lakh in case agency is empanelled with AICTE, and if not, the same will be refunded.
3. Applications received after the stipulated date and time will not be accepted. AICTE shall not be responsible for Postal delay.
4. Incomplete and conditional applications will be summarily rejected.
5. All the copies of documents attached must be attested by Authorized Signatory or by the Chartered Accountant of Agency, with proper seal and date. All documents, data and other statements in the application can be subjected to strict proof and verification by AICTE, if felt necessary.
6. ***AICTE reserves the right to accept or reject any application or all applications without assigning any reason.***
7. AICTE reserves the right to seek performance report from other clients of the Advertising Agency.
8. Copies of PAN Allotment and Income Tax Returns filed for the last 3 years i.e. **2013-14, 2014-15 & 2015-16** and Service Tax Registration Certificate along with Service Tax Registration Number will have to be attached with the application.
9. The Agency must have a ***minimum print media*** advertising turnover of **Rs.50 Crore** (Rupees Fifty Crore) in each of the financial years, **2013-14, 2014-15 & 2015-16** duly certified by the Chartered Accountant of the Advertising Agency with proper seal and signatures, is to attached along with the application of the empanelment. It should be certified that this turnover is exclusively for jobs executed through print media and does not include outdoor advertising through hoarding/panels etc., and electronic media. The balance sheet for the last three years should be submitted (**2013-14, 2014-15 & 2015-16**) along with a certificate of Chartered Accountant as per Performa given in **Annexure-A**.
10. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/Certificate of Incorporation (in case of company) etc. duly attested by Chartered Accountant of the Advertising Agency must be attached with the application without fail. Franchise is not permitted and application submitted by franchise will not be entertained.

11. The Advertising Agency must have full accreditation by the Indian Newspaper Society. INS accreditation certificates must be attached. Accreditation must be full. Provisional accreditation will not be accepted. In case INS accreditation certificate is not readily available, a self attested certificate indicating full accreditation by the Indian Newspaper Society must be submitted.
12. List of Clients, including Ministries of Govt. of India and its attached/controlled Departments/Autonomous Bodies, since **1st January 2016**, with dates from and to regarding period of engagement, must be attached with the application, duly certified by Agency's Chartered Accountant.
13. Continuously for the last three years i.e. from **2013-14, 2014-15 & 2015-16** the Advertising Agency must have a full fledged office functional at Delhi, with sufficient telephone numbers – both fixed and mobile, fax number, and e-mail, to be contacted even after office hours and on holidays also. Delhi office must have OWN staff and equipments like computers support to take up design, art work, and design distribution. Details of offices located in Delhi and other cities (address, phones – both fixed and mobile, faxes and e-mail) be provided in separate sheet, along with the documentary evidence i.e. Telephone Bills/Electric Bills/registered least rent, especially Delhi, service tax number and documents, attested photocopies must be attached along with the application, duly attested by the Authorized signatory.
14. Advertising Agency's office in Delhi at present must be in an Area/Building authorized for running Advertising Agency. The Advertising Agency will have to attach a declaration to the effects, that its Delhi office is located in an area/building authorized for running Advertising Agency. In case of incorrect declaration, the application/empanelment of the Advertising Agency will be rejected / cancelled.
15. The Advertising Agency should select two display advertisements, which it considers as its best, and must attach their copies with the application, along with the date of publication, names of the newspapers/periodicals, and respective release orders of the client. These advertisements must have been issued after **1st January, 2016**, and testimonials from the clients of these advertisements must be attached with the application. Advertisements without client testimonials from Marketing/PR departments/Chief Executive will not be considered.
16. The list of the professionals on rolls with Advertising Agency's Delhi Office, mentioning their name, designation, academic and professional qualifications and length of service with the agency should be mentioned. This statement must be attested by Agency's Chartered Accountant.
17. Advertising Agency must have In-House/contractual English, Hindi, Urdu and other regional translators and copywriters. Attested copy of Documentary evidence thereof for the last three years must be attached with the application.
18. The successful Advertising Agency will have to submit security deposit of **Rs.50.00 Lakh** (Rupees Fifty lakh only) before the issue of the letter of empanelment for the due and satisfactory fulfillment of the terms and conditions. The security deposit will be refunded on satisfactory working/completion of the empanelment period. The Security deposit should be submitted in the form of Bank Guarantee of any Nationalized Bank in favour of "Member Secretary, AICTE, New Delhi".

19. The successful applicant will have to execute an agreement (a specimen copy of which is attached with these terms and conditions as an extra page) on non-judicial stamp paper worth Rs. **100/-** and attested by Notary Public/Oath Commissioner/First Class Magistrate. The cost of the stamp duties for the execution of the agreement will be borne by the Advertising Agency.
20. Initially the duration of empanelment will be for a period of two years, extendable for another one year, subject to satisfactory performance from the date of issue of the letter of empanelment.
21. ***AICTE reserves right to terminate the panel / empanelment of any of the empanelled Advertising Agency / all the Advertising Agencies empanelled at any time before expiry of the empanelment period without assigning any reason by giving one month's notice.***
22. AICTE can also terminate the empanelment of any Advertising Agency at any time for not fulfilling any of the terms and conditions including special conditions. The Advertising Agency shall not be entitled for any damage or compensation by reason of such termination. In such cases where penalty, as decided by the Authority, is levied, this penalty will be deducted from the security deposited in case of non-payment.
23. All disputes related to empanelment or operation of the panel will be subject to the jurisdiction of courts at Delhi only.
24. Arbitration clause: In the event of any dispute or difference arising out of agreement (for where provision does not exist in this agreement) shall be referred to sole arbitration of Chairman, All India Council for Technical Education, New Delhi or his nominee, who shall be an Officer of All India Council for Technical Education, to act on his behalf and the decision of Member Secretary, AICTE, or the person so appointed, shall subject to the provision of the "Indian Arbitration and Cancellation Act 1996" and amendments made therein, be final, conclusive and binding upon the parties to this agreement. The sole Arbitrator so appointed shall publish the award on all matters referred to arbitrator indicating therein, the breakup of the sums awarded separately on even individual terms of dispute.
25. The person authorized on behalf of Applicant Advertising Agency must affix seal and sign each and every page of the application, terms and conditions, and all documents submitted (in addition to verification/attestation, if required).
26. The Advertising Agency shall release the advertisements only to the publications indicted in the **Release Orders** issued by the AICTE.
27. The Advertising Agency shall ensure that the AICTE advertisements appear in the specified newspapers in a conspicuous and impressive manner while occupying minimum space on the date specified by AICTE. The advertisement should be published on right side with good placement.
28. The Advertising Agency shall undertake designing, type-setting, art work, preparation of block and matrix as well as art pulls required for release of advertisement, free of cost/without any charges payable by AICTE irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.
29. No incidental charges of any nature will be payable by AICTE to cover any such cost incurred by the Agency during the process of receipt/execution of release orders issued by AICTE.

30. The Advertising Agency shall also ensure that advertisements are published in time, as stipulated in Release Orders and if not stipulated, it should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per Office order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of AICTE to impose penalty and/or disallow partial/total payment.
31. The Advertising Agency will be bound to obtain acknowledgement from the newspapers of the timely delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers, in time, in case of dispute.
32. In case, any portion of the advertisement matter as contained in this office's release is not clearly understood, the Advertising Agency shall immediately obtain a clarification ensuring that there is no mistake and this process should not delay the publication of the advertisement.
33. In case, there is an error in publication of the advertisements as compared to advertisement's text approved by this office, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice/intimation to this office at its own cost. No bills should be raised to AICTE and AICTE will not pay any charges whatsoever for publication of the corrigendum. An amount equivalent to Minimum of 10% to the cost of Advertisement, as Penalty may also be imposed by AICTE, in such cases.
34. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially instructed by the AICTE in the Release Order.
35. All the display advertisement's layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by AICTE, prior to release to the newspaper. Size of advertisements should be got approved by AICTE and bills should be claimed strictly in accordance with the specifications/design approved.
36. All the layouts including design and art work of the display advertisements will be strictly subject to approval by AICTE prior to release for publication in the Daily Newspapers & periodicals. Translation in newspaper's language and proof reading will be the total responsibility of the Advertising Agency.
37. The Advertising Agency shall charge current DAVP approved Rates until & unless it is specially/otherwise stated by this office in the Release Orders. The Advertising Agency will obtain written approval from AICTE in advance, prior to publication or advertisement, in case any newspaper mentioned in the Release Orders does not accept DAVP Rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP.
38. Within 10 days of the release order, the Advertising Agency will prepare computerized bill along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advertising Bills in all respects. The discount/rebate offered to educational Institutions/Autonomous Body etc may also be given. A certificate to the effect mentioned below will have to be endorsed on all the bills.
 - a) All the bills received from the newspapers have thoroughly been checked and found correct in all respects.
 - b) The amount charged by the newspapers has been checked in respect of Net Rates approved by the DAVP in vogue, and is found to be correct.

- c) The advertisement published by the newspapers has been checked and found correct.
 - d) The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers as specified in the Release Order and media plan issued by AICTE
 - e) The Advertising Agency's bill in question has thoroughly been checked and is correct in all respects, even, if, later any discrepancy is detected, the agency will undertake corrective measures, including reimbursement of excess charges immediately. The bill must be raised for the complete release orders. Bills not accompanied with tear sheets of the newspapers containing published advertisement will not be honored.
39. The AICTE, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.
40. In case of unavoidable circumstances, the Advertising Agency may submit supplementary bills in respect of advertisement charges against one release order.
41. If the Newspaper's Advertising Rates are enhanced by DAVP after payment of Original bills, no supplementary bill will be accepted, and the Advertising Agency will have to clarify this to the publication on its own, and no liability will be accepted on this account by AICTE. If DAVP reduces/lowers advertising rates of a publication and the Advertising Agency comes to know about lowered rates later on, after claiming the original bill which the Advertising Agency has happened to claim at higher rates, it will be the sole responsibility of the advertising agency to adjust the excess paid amount from future bills of the publication, if possible, failing which it will be responsibility of the Advertising Agency to deposit the excess paid money in AICTE's account.
42. The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from AICTE, so that in case of any complaint received from newspapers, it may be examined thoroughly by AICTE.
43. The Advertising Agency will have to submit final Advertising Bills, positively within 30 days from the date of publication of the advertisement. AICTE will make payment as per these bill, after due check, submitted along with proof of published advertisement. The Advertising Agencies will deal all matters with the newspapers at their own level in respect of payments and AICTE will have no liability and/or responsibility in this regard.
44. After publication of the advertisement, the Advertising Agency will have to arrange the payment of Advt. bills of the newspapers pertaining to publication of AICTE advertisements regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled and security money forfeited.
45. The payment of bills against Advertisement to Newspapers is required to be made by the Advertising Agency through Bank Draft only, especially to the newspapers which are not INS members. Bank draft in favour of Newspapers should be issued through the Banks located at the Headquarters or as specially desired by the newspapers in writing. All the payments being released to respective newspapers must be sent positively within 15 days of payment receipt from AICTE.

46. The Advertising Agency shall render free service to AICTE, in regard to collection of advertisement materials from AICTE, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff frequently as required.
47. AICTE also reserves the right to get Advt. designed as well as release any advertisement directly to the newspapers or through any Advertising Agency not borne on the panel, at any time.
48. AICTE also reserves the rights for release of any advertisement from any Advertising Agency on the panel.
49. AICTE also reserves the right to use the logo, design, layout etc. prepared by any Advertising Agency for releasing advertisements directly or through any other advertising Agency or any other source as deemed fit by this organization without Advertising Agency's consent, which designed the advertisement.
50. The Agency will have to ensure compliance with copyright, patents and other intellectual Property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with AICTE.
51. Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by the AICTE.
52. AICTE or its representatives have all rights to inspect Advertising Agency's premises during office hours and any record connected with the working related with AICTE.
53. Marginal increase in space utilization subject to maximum of 25% extra space of the Art pull/prepared for resetting in hand composing in English/Hindi/Punjabi and offset Urdu papers and 30% extra space for resetting in calligraphy for hand composed Urdu Newspapers would be considered for payment of bills claimed by the newspapers. However, AICTE reserves the right to decide acceptable extra space utilization subject to maximum limits mentioned as above, by the newspapers. With respect to the art pulls in the case of hand composing, a certificate for the same either from newspaper or from the agency should be submitted.
54. Advertisements material taken, after type-setting/designing should be submitted on the same day for approval by AICTE.
55. Release Orders will be issued after approval of the type set material/design.
56. It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published.
57. Advertising Agency must not accept newspapers Advertising Bill for incorrect/not legible ads published by the newspapers. Exact bills should be sent back to newspaper with reasons for not accepting the bill. Copy of letter should also be sent to AICTE for information.
58. AICTE reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
59. AICTE reserves the right for deduction of the Authority's dues from empanelled Advertising Agency's security amount on the following grounds:
 - a) Any Amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.

- b) Any amount which AICTE becomes liable to pay the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.
 - c) Any payment/fine made under the order/judgment of any court consumer forum of Law enforcing agency or any person working on behalf of the same.
60. The empanelled Advertising Agencies shall reimburse the security deposit to the extent the said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement.
61. If the Agency fails to release and publish the advertisement within the specified time limit as stipulated by the All India Council for Technical Education (AICTE) or the advertisement in question is published on a later date, the AICTE will have every right to impose a penalty on the Advertising Agency and the amount as decided will be deducted from the bills of the Advertising Agency/security deposit.

(Signature of Authorized Signatory)

AGREEMENT

This agreement is executed at New Delhi on _____ and effective between M/s. _____ and All India Council for Technical Education, (A Statutory body of Department of Higher Education, Ministry of Human Resource Development, Govt. of India), Nelson Mandela Marg, Basant Kunj, New Delhi-11057 (**referred as AICTE**) hereinafter called the party of the First Part/and **M/s** _____, address _____ (**referred an Advertising Agency for publishing the Council's advertisements**) hereinafter called the party of the Second Part.

The party on second part agrees to faithfully observe and comply with **Terms and Conditions** laid down by AICTE in succeeding paragraphs during the period of contact.

1. The duration of empanelment will be for a period of **two** years, extendable for another one year, solely at the discretion of AICTE and subject to satisfactory performance from the date of issue of the letter of empanelment
2. AICTE reserves right to terminate the panel/empanelment of any of the empanelled Advertising Agency / all the Advertising Agencies empanelled at any time before expiry of the empanelment period without assigning any reason by giving one month's notice.
3. AICTE can also terminate the empanelment of any Advertising Agency at any time for not fulfilling any of the terms and conditions including special conditions. The Advertising Agency shall not be entitled for any damage or compensation by reason of such termination. In such cases where penalty, as decided by the Authority, is levied, this penalty will be conducted from the security deposited in case of non-payment.
4. All disputes related to empanelment or operation of the panel will be subject to the jurisdiction of courts at Delhi only.
5. Arbitration clause: In the event of any dispute or difference arising out of agreement (for where provision does not exist in this agreement) shall be referred to sole arbitration of Chairman, All India Council for Technical Education, New Delhi or his nominee, who shall be an Officer of All India Council for Technical Education, to act on his behalf and the decision of Member Secretary, AICTE, or the person so appointed, shall subject to the provision of the "Indian Arbitration and Cancellation Act 1996" and amendments made therein, be final, conclusive and binding upon the parties to this agreement. The sole Arbitrator so appointed shall publish the award on all matters referred to arbitrator indicating therein, the breakup of the sums awarded separately on even individual terms of dispute.
6. The person authorized on behalf of Applicant Advertising Agency must affix seal and sign each and every page of the application, terms and conditions, and all documents submitted (in addition to verification/attestation, if required).
7. The Advertising Agency shall release the advertisements only to the publications indicted in the **Release Orders** issued by the AICTE.
8. The Advertising Agency shall ensure that the AICTE advertisements appear in the specified newspapers in a conspicuous and impressive manner while occupying minimum space on the date specified by AICTE. The advertisement should be published on right side with good placement.

9. The Advertising Agency shall undertake designing, type-setting, art work, preparation of block and matrix as well as art pulls required for release of advertisement, free of cost/without any charges payable by AICTE irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.
10. No incidental charges of any nature will be payable by AICTE, to cover any such cost incurred by the Agency during the process of receipt/execution of release orders issued by AICTE.
11. The Advertising Agency shall also ensure that advertisements are published in time, as stipulated in Release Orders and if not stipulated, it should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per Office order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of AICTE to impose penalty and/or disallow partial/total payment.
12. The Advertising Agency will be bound to obtain acknowledgement from the newspapers of the timely delivery of advertisement material and release order, Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers, in time, in case of dispute.
13. In case, any portion of the advertisement matter as contained in this office's release is not clearly understood, the Advertising Agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement.
14. In case there is an error in publication of the advertisements as compared to advertisement's text approved by this office, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice/intimation to this office at its own cost. No bills should be raised to AICTE and AICTE will not pay any charges what-so ever for publication of the corrigendum. An amount, equivalent to Minimum of 10% to the cost of Advertisement, as Penalty may also be imposed by AICTE, in such cases.
15. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially instructed by the AICTE in the Release Order.
16. All the display advertisement's layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by AICTE, prior to release to the newspaper. Size of advertisements should be got approved by AICTE and bills should be claimed strictly in accordance with the specifications/design approved.
17. All the layouts including design and art work of the display advertisements will be strictly subject to approval by AICTE prior to release for publication in the Daily Newspapers & periodicals. Translation in newspaper's language and proof reading will be the total responsibility of the Advertising Agency.
18. The Advertising Agency shall charge current DAVP approved Rates until & unless it is specially/otherwise stated by this office in the Release Orders. The Advertising Agency will obtain written approval from AICTE in advance, prior to publication or advertisement, in case any newspaper mentioned in the Release Orders does not accept DAVP Rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP.

19. Within 10 days of the release order, the Advertising Agency will prepare computerized bill along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advertising Bills in all respects. The discount/rebate offered to educational Institutions/Autonomous Body etc may also be given. A certificate to the effect mentioned below will have to be endorsed on all the bills.
 - f) All the bills received from the newspapers have thoroughly been checked and found correct in all respect.
 - g) The amount charged by the newspapers has been checked in respect of Net Rates approved by the DAVP in vogue, and found correct.
 - h) The advertisement published by the newspapers has been checked and found correct.
 - i) The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers as specified in the Release Order and media plan issued by AICTE
 - j) The Advertising Agency's bill in question has thoroughly been checked and is correct in all respects, even, if, later any discrepancy is detected the agency will undertake corrective measures, including reimbursement of excess charges immediately. The bill must be raised for the complete release orders. Bills not accompanied with tear sheets of the newspapers containing published advertisement will not be honored.
20. The AICTE, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.
21. In case of unavoidable circumstances, the Advertising Agency may submit supplementary bills in respect of advertisement charges against one release order.
22. If the Newspaper's Advertising Rates are enhanced by DAVP after payment of Original bills, no supplementary bill will be accepted, and the Advertising Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by AICTE. If DAVP reduces/lowers advertising rates of a publication and the Advertising Agency comes to know about lowered rates later on, after claiming the original bill which the Advertising Agency has happened claim at higher rates, it will be the sole responsibility of the advertising agency to adjust the excess paid amount from future bills of the publication if possible, failing which it will be responsibility of the Advertising Agency to deposit the excess paid money in AICTE's account.
23. The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from AICTE, so that in case of any complaint received from newspapers, it may be examined thoroughly by AICTE.
24. The Advertising Agency will have to submit final Advertising Bills, positively within 30 days from the date of publication of the advertisement. AICTE will make payment as per this bill, after due check, submitted along with proof of published advertisement. The Advertising Agencies will deal all matters with the newspapers at their own level in respect of payments and AICTE will have no liability and/or responsibility in this regard.
25. After publication of the advertisement, the Advertising Agency will have to arrange the payment of Advt. bills of the newspapers pertaining to publication of AICTE advertisements regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled and security money forfeited.

26. The payment of bills against Advertisement to Newspapers, are required to be made by the Advertising Agency through Bank Draft only, especially to the newspapers which are not INS members. Bank draft in favour of Newspapers should be issued through the Banks located at the Headquarters or as specially desired by the newspapers in writing. All the payments being released to respective newspapers must be sent positively within 15 days of payment receipt from AICTE.
27. The Advertising Agency shall render free service to AICTE, in regard to collection of advertisement materials from AICTE, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff frequently as required.
28. AICTE also reserves the right to get Advt. designed as well as release any advertisement directly to the newspapers or through any Advertising Agency not borne on the panel, at any time.
29. AICTE also reserves the rights for release of any advertisement from any Advertising Agency on the panel.
30. AICTE also reserves the right to use the logo, design, layout etc. prepared by any Advertising Agency for releasing advertisements directly or through any other advertising Agency or any other source as deemed fit by this organization without Advertising Agency's consent, which designed the advertisement.
31. The Agency will have to ensure compliance with copyright, patents and other intellectual Property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with AICTE.
32. Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by the AICTE.
33. AICTE or its representatives have all rights to inspect Advertising Agency's premises during office hours and any record connected with the working related with AICTE.
34. Marginal increase in space utilization subject to maximum of 25% extra space of the Art pull/prepared for resetting in hand composing in English/Hindi/Punjabi and offset Urdu papers and 30% extra space for resetting in calligraphy for hand composed Urdu Newspapers would be considered for payment of bills claimed by the newspapers. However, AICTE reserves the right to decide acceptable extra space utilization subject to maximum limits mentioned as above, by the newspapers. With respect to the art pulls in the case of hand composing, a certificate for the same either from newspaper or from the agency should be submitted.
35. Advertisements material taken, after type-setting/designing should be submitted on the same day for approval by AICTE.
36. Release Orders will be issued after approval of the type set material/design.
37. It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published.

38. Advertising Agency must not accept newspapers Advertising Bill for incorrect/not legible ads published by the newspapers. Exact bills should be sent back to newspaper with reasons for not accepting the bill. Copy of letter should also be sent to AICTE for information.
39. AICTE reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
40. AICTE reserves the right for deduction of the Authority's dues from empanelled Advertising Agency's security amount on the following grounds:
 - d) Any Amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.
 - e) Any amount which AICTE becomes liable to pay the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.
 - f) Any payment/fine made under the order/judgment of any court consumer forum of Law enforcing agency or any person working on behalf of the same.
41. The empanelled Advertising Agencies shall reimburse the security deposit to the extent the said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement.
42. If the Agency fails to release and publish the advertisement within the specified time limit as stipulated by the All India Council for Technical Education (AICTE) or the advertisement in question is published on a later date, the AICTE will have every right to impose a penalty on the Advertising Agency and the amount as decided will be deducted from the bills of the Advertising Agency/security deposit.

Party of FIRST PART

Party of SECOND PART