



**NATIONAL BOARD OF ACCREDITATION**  
4<sup>th</sup> Floor, NBCC Place, East Tower, PragatiVihar,  
BhishamPitamahMarg, New Delhi-110003,  
Phone No: 011-24360683(D),Fax: 24360682, website:nbaind.org

### **EMPANELEMENT OF ADVERTISING AGENCY**

National Board of Accreditation (NBA) is an autonomous organization with an objective of accrediting the programmes offered by various technical educational institutions in India in different disciplines. NBA intends to empanel Advertising Agencies for its various advertising jobs on DAVP Rates. Delhi based Agencies which are accredited with Indian Newspapers Society(INS) may apply with complete details/profiles to the Member-Secretary, National Board of Accreditation in a sealed envelop super-scribing **“Request for Empanelment of Advertising Agencies”** by 29<sup>th</sup> November, 2013 along with demand draft of Rs.5,000/- (Rupees Five Thousand only [non-refundable] as Tender Fee in favour of “National Board of Accreditation”.

Prescribed format for submission of Tender for Empanelment of Advertising Agency can be downloaded from NBA website: [www.nbaind.org](http://www.nbaind.org)

The NBA reserves the right to cancel/reject any or all the applications without assigning any reasons.

**(Member-Secretary)**



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Name of Advertisement Agency :

Address :

Type of Area : Commercial/Semi Commercial Residential

Email :

Telephone No. :

Fax No. :

Number of Professional :

Number of Translators :

Type of Establishment : Proprietorship/Partnership/Pvt. Ltd./Pub.  
Ltd.

Date of Establishment :

Major Clients and other Details :

Name of Client	From	To	Print Media Business(Rs.)

Have you ever worked for Govt. Organization, if yes Please give Details :

Name of Client	From	To	Print Media Business(Rs.)

Total Turn Over (Yearly)

**Documents to be submitted**

1. Application Form
2. Copy of PAN Allotment letter.
3. Copy of Income Tax Returns filed for the last 3 years i.e. 2010-11, 2011-2012 and 2012-13.
4. PAN, TAN and Service Tax Registration Certificate along with Service Tax Registration.
5. Turn Over Certificate of Last 3 years, and it must also 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.
6. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/Certificate of Incorporation (in case of company) etc.
7. Copy of INS accreditation certificates or a self attested certificate indicating full accreditation by the Indian Newspaper Society must be submitted.
8. List of clients, since 1<sup>st</sup> January 2010, with dates from and to regarding period of engagement, must be attached with the application, duly certified by Agency's Chartered Accountant.
9. Certificate for Delhi Based Business as per Clauses 13 and 14 of Terms and Conditions.
10. Two Best Advertisements Black & White, as well as Colored, One each in A4 Size paper.
11. The list of the professionals on rolls with Advertising Agency's Delhi office, as per Clauses 16 and 17 of Terms & Conditions.
12. EMD of Rs. 2,00,000/- in favour of "**National Board of Accreditation**" shall not be liable to pay and refund any interest earned, if any, on the earnest money.

12. All the documents as attached with application must be signed, along with seal by the Owner or the Authorized signatory of the agency and also attested by Chartered Accountant.

### **TERMS & CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCIES**

1. **Application** on the Attached form should be addressed to the Member-Secretary, National Board of Accreditation, 4<sup>th</sup> Floor, East Tower, NBCC Place, PragatiVihar, BhishamPitamahMarg, New Delhi-110003. In case the date fixed is declared as holiday, the application should be submitted on the next working day upto 05.00 PM without any further notice by the NBA.
2. Earnest money of Rs. 2,00,000/- is necessarily required to be deposited with NBA in the form of a Bank Draft, which should be enclosed with application. It is to be ensured that Bank draft is made from Advtg. Agency's account. The earnest money amount will be adjusted in the security deposit amount of Two Lakh in case of empanelled advertisement agencies and refunded to others.
3. Applications received after the stipulated date and time will not be accepted. NBA 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 Advtg. Agency's Chartered Accountants, with proper seal and date. All documents, data and other statements in the application can be subjected to strict proof and verification by NBA, if felt necessary.
6. NBA reserves the right not to assign reasons for declining to consider any particular application or applications. NBA also reserves the right to accept or reject any application or all applications.
7. NBA reserves the right to seek performance report from other clients of the Advtg. Agency.
8. Copies of PAN Allotment and Income Tax Returns filed for the last 3 years i.e. 2010-2011, 2011-2012 and 2012-13 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.20 Crores (Rupees Twenty Crore) in each of the financial years, 2010-2011, 2011-2012 and 2012-2013 duly certified by the Chartered Accountant of the Advertising Agency with proper seal and signatures must be attached along with the application of the empanelment. It must 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.

10. Copy of the Memorandum of Articles of Association/Partnership Deed/Proprietorship Deed/Certificate of Incorporation (in case of company) etc. attested by Chartered Accountant of the Advtg. Agency must be attached with the application without fail. Franchise is not permitted and application submitted by franchisee will not be entertained.
11. The Advtg. 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/bodies, since 1<sup>st</sup> January 2010, 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 1<sup>st</sup> January, 2010 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. 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/rental receipts especially Delhi service tax number and documents, attested photocopies must be attached along with the application, duly attested by the Authorized signatory.
14. Advtg. Agency's office in Delhi at present must be in an Area/Building authorized for running Advtg. Agency. The Advtg. Agency will have to attach a declaration to the effect that its Delhi office is located in an area/building authorized for running Advtg. 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 their 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 1<sup>st</sup> January 2010, 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. 2,00,000 (Rupees Two Lakhs 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 National Board of Accreditation.
19. The successful applicant will have to execute an agreement 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 Advtg. Agency.
20. The duration of the empanelment will be for a period of one year, extendable to TWO years, subject to satisfactory performance, from the date of issue of the letter of empanelment.
21. NBA reserves the 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. NBA 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.
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 Member-Secretary, National Board of Technical Education, New Delhi or his nominee, who shall be an Officer of NBA, to act on his behalf and the decision of Member-Secretary, National

- Board of Accreditation, 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 indicated in the Release Orders issued by the NBA.
  27. The Advertising Agency shall ensure that the NBA advertisements appear in the specified newspapers in a conspicuous and impressive manner while occupying minimum space.
  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 NBA 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 NBA, to cover any such cost incurred by the Agency during the process of receipt/execution of release orders issued by NBA.
  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 NBA 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 to this office, at its own cost. No bills should be raised to NBA and NBA 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 NBA, 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 NBA in the Release Order.
35. All the display advertisement's layouts and classified advertisements as designed by the Advtg. Agency will be subject to approval by NBA, prior to release to the newspaper. Size of advertisements should be got approved by NBA 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 NBA 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 Advtg. Agency.
37. The Advtg. Agency shall charge current DAVP approved Rates until & unless it is specially/otherwise stated by this office in the Release Orders. The Advtg. Agency will obtain written approval from NBA 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 30 days of the release order, the Advtg. Agency will prefer computerized bills along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advtg. 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 respect.
  - b) The amount charged by the newspapers has been checked in respect of Net Rates approved by the DAVP in vogue, and found 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 NBA
  - e) The Advtg. 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 NBA, 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 Advtg. Agency may submit supplementary bills in respect of advertisement charges against one release order.
41. If the Newspaper's Advtg. Rates are enhanced by DAVP after payment of Original bills, no supplementary bill will be accepted, and the Advtg. Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by NBA. 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 Advtg. Agency to deposit the excess paid money in NBA'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 NBA, so that in case of any complaint received from newspapers, it may be examined thoroughly by NBA.
43. The Advertising Agency will have to submit final advtg. Bills, positively within 30 days from the date of publication of the advertisement. NBA will make payment as per this bill, after due check, submitted along with proof of published advertisement. The Advtg. Agencies will deal in all matters with the newspapers at their level in respect of payments and NBA will have no liability and/or responsibility in this regard.

44. After publication of the advertisement, the Advtg. Agency will have to arrange the payment of Advt. bills of the newspapers pertaining to publication of NBA advertisements regularly as per INS rules, failing which empanelment of advtg. Agency may be cancelled and security money forfeited.
45. The payment against advtg. Bills of newspapers are required to be made by the Advtg. 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 NBA
46. The Advtg. Agency shall render free service to NBA, in regard to collection of advertisement materials from NBA, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff frequently as required.
47. NBA 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. NBA also reserves the rights for release of any advertisement from any Advtg. Agency on the panel.
49. NBA also reserves the right to use the logo, design, layout etc. prepared by any Advtg. Agency for releasing advertisements directly or through any other advertising Agency or any other source as deemed fit by this organization without Advtg. 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 Advtg. Agency will be completely liable in all such cases, and no liability shall lie with NBA.
51. Whenever required, the Advtg. 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 NBA.
52. NBA or its representatives have all rights to inspect Advtg. Agency's premises during office hours and any record connected with the working related with NBA.

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, NBA 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 NBA.
55. Release Orders will be issued after approval of the type set material/design.
56. It is the responsibility of the Advtg. Agency to ensure that correct and readable advertisement is published.
57. Advtg. Agency must not accept newspapers Advtg. 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 NBA for information.
58. NBA 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. NBA reserves the right for deduction of the Authority's dues from empanelled Advtg. Agency's security amount on the following grounds:
- 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.
- Any amount which NBA becomes liable to pay the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.
- 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 Advtg. 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 National Board of Accreditation (NBA) or the advertisement in question is published on a later date, the NBA will have every right to impose a penalty on the Advtg. Agency and the amount as decided will be deducted from the bills of the Advtg. Agency/security deposit.

**Signature of Authorised Signatory/Bidder**  
(Seal of Bidder)