



Prasar Bharati
(India's Public Service Broadcaster)
AIR RESOURCES



No. - 19(24)/ARC/2019-20

Dated: 09.12.2019

Notice inviting E-Tenders

E-tenders are invited for and on behalf of Director General, All India Radio under two bid systems for Providing the services of Manpower for the support and auxiliary official works at AIR Resources, Akashvani Bhawan, New Delhi

Sl. No.	Tender Ref. No.	Description	Estimated Cost of Tender	EMD (in Rs.)	Tender submission Date (online)	Tender opening date (online)	
						Technical Bid	Financial Bid
1.	19(24)/ARC /2019	Providing the services 03 Nos. of Account Assistant, 02 Nos. of Office Assistant & 03 Nos. of MTS at AIR Resources, Akashvani Bhawan, New Delhi	Rs. 25,00,000/-	Rs. 2,00,000/-	02.01.2020 (15:00 Hrs.)	02.01.2020 (17:00 Hrs.)	To be communicated later

NOTE:

- The bid forms, General Instructions to bidders and other details including amendments/ changes can be viewed/ downloaded from the website www.tenderwizard.com/PB.
- Tender Notice is also available on the AIR website www.allindiaradio.gov.in (using the link tender).

(Anil Sharma)
Manager (A&C)
AIR Resources
Room No. 304-B, Akashwani Bhawan
Sansad Marg, New Delhi-110001
Telephone: 011-23422171
Email: macairresources@gmail.com

N.I.T. No. - 19(24)/ARC/2019

TENDER NAME/ SUBJECT:

E-tenders are invited for and on behalf of Director General, All India Radio under two bid systems for Providing the services of Manpower for the support and auxiliary official works at AIR Resources, Akashvani Bhawan, New Delhi.

**AIR RESOURCES, Directorate General:All India Radio
N.I.T. No. - 19(24)/ARC/2019**

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SECTION – I: Notice Inviting E-Tender

TENDER DOCUMENT **FOR** **PROVIDING THE SERVICES OF MANPOWER FOR THE SUPPORT AND AUXILIARY** **OFFICIAL WORKS AT AIR RESOURCES, AKASHVANI BHAWAN, NEW DELHI**

TENDER No. 19(24)/ARC/2019

Dated: 05.12.2019

1. E-Tenders are invited on behalf of The Director General, All India Radio, Prasar Bharati under Two bid system i.e. Technical bid and financial bid from reputed, experienced and financially sound manpower supplier companies/ firms/ agencies for providing services for the support and auxiliary official works at AIR Resources, Akashvani Bhawan, New Delhi for a period of one year from the date of contract.
2. Desirous companies/ firms/ agencies may download tender documents from <http://tenderwizard.com/PB> w.e.f 09.12.2019 to 02.01.2020 upto 15:00 Hrs.
3. The interested companies/ firms/ agencies are required to submit tender online only under two bid system. All documents in support of eligibility conditions are to be scanned and uploaded along with tender document. Tender sent by any other mode will not be accepted. No tender will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

Important Dates: -

- | | | |
|-------|---|--|
| (i) | Last Date and time for submission of bids | :02.01.2020 (15:00 Hrs.) |
| (ii) | Date of submission of EMD | : 02.01.2020 (13:00 Hrs.) |
| (iii) | Date of opening of "Technical Bid" | :02.01.2020 (17:00 Hrs.) |
| (iv) | Date of Opening of "Financial Bid" for: | will be intimated separately through Technically qualified bidders only telephonically/Email etc. |
| (v) | Bid validity period: | : 120 days from the date of opening of tender |
| (vi) | Place of opening of tender | : Room No. – 304 B, AIR Resources, Akashvani Bhawan, Sansad Marg, New Delhi – 110 001 |

4. The Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lakh only) in the form of Account payee Demand Draft/ Bankers cheque in favour of "Prasar Bharati" has to be submitted to Manager (A&C), AIR Resources, Room No. – 304 B, Akashvani Bhawan, Parliament Street, New Delhi upto 02.01.2020 (13:00 Hrs.). Late receipt of EMD after expiry of scheduled date & time will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, it will not be considered and will be rejected summarily.
5. The Technical Bids will be opened online on 02.01.2020 at 15:00 Hrs by the Tender opening committee of this Department. At the first instance the technical bids shall be evaluated by the Tender Evaluation committee (TEC) constituted for the purpose. At the second stage, the financial bids of only those bidders who qualify in the technical bid will be opened. The decision of the Tender Evaluation Committee in respect of selection of bidders to qualify in the technical Bid shall be final and bidders shall have no right to challenge the decision of Technical Evaluation Committee on the matter.
6. Prasar Bharati reserves the right to accept or reject any or all the tenders without assigning any reason.

(Anil Sharma)
Manager (A&C)
AIR Resources
Room No. 304 B, Akashvani Bhawan
Sansad Marg, New Delhi-110001
Telephone: 011-23422171

SECTION – II: Terms and Conditions

1.0 ELIGIBILITY CRITERIA

The bidder, herein after termed as the entity, should fulfil the following Eligibility Criteria:

- 1.1 The Bidder/Tenderer should have a minimum experience of ten years as on 31/03/2019 in the field of providing manpower on annual Contract Basis. Attach photo-copy of proof.

- 1.2 The Bidder/Tenderer should have minimum Annual Turn-over of Rs 1 crore during the last three financial years i.e. 2016-17, 2017-18 and 2018-19. Upload Certificate from Chartered Accountant in this regard.
- 1.3 The Bidder/Tenderer should furnish List of Clients to whom manpower on Monthly Contract Basis have been given during the last three financial years i.e. 2016-17, 2017-18 and 2018-19 along with the number of persons deputed. Upload Certificates from concerned Clients/Companies.
- 1.4 The bidder must have EPF code, ESI registration No., PAN, GST registration Certificate, registration under applicable labour laws and should upload copies of the same.
- 1.5 Consortium bidding to fulfil the eligibility criteria of this bid shall not be allowed at any stage.
- 1.6 The bidder should ensure before deploying an outsourced personnel regarding his/her character and antecedent records.
- 1.7 Prasar Bharati reserves the right to modify, expand, restrict, scrape and refloat the bid without assigning any reason.
- 1.8 The Bidder/Tenderer should be based at Delhi / NCR and operating their business in Delhi / NCR. The Bidder/Tenderer should have an established Office Premises in Delhi/NCR having necessary infra-structure and sufficient man-power on its roll so as to provide immediate, satisfactory and efficient services of manpower. Tenders received from Firms/Establishments operating from residential premises and not having an established Office Premise with necessary infra-structure and manpower on its rolls will not be accepted and will be treated as rejected. This office may arrange inspection of Office Premise and infra-structure facilities of tenderer/ Bidder through a Committee of Officials of this office or through an Investigator appointed for the purpose to verify the existence and assess the competence of Bidders/Tenders in providing services as required under the Tender Document. If found unsatisfactory, the contract awarded to the bidder may be revoked. The decision of All India Radio in this regard shall be final and binding on the Bidders/Tenderers.
- 1.9 Bidders shall have to submit the list of sufficient No. of candidates for skill test/ interaction containing full details as Qualification, address, date of birth, marital status etc. of the employees to AIR Resources on selection of successful bidder.
- 1.10 **'EMD deposit'** shall be placed in a single sealed envelope superscripted with Tender name/ subject, tender reference no. and date of opening so as to reach Manager (A&C) in Room No.304-B, AIR Resources, Akashvani Bhawan, DG: AIR, New Delhi- 110001

at least two hours before scheduled time of submission of prescribed tender document online. Tender submission and the EMD received after scheduled time as prescribed shall be rejected. No interest on the Earnest Money shall be paid. The EMD is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect within the period of validity of the offer.

2.0 Bidding Process:

- 2.1 The bidder shall follow “Two Bid System” while submitting the tender and shall upload both Technical and Financial Bid concurrently duly digitally signed in the website <http://tenderwizard.com/PB>.
- 2.2 The technical bid shall contain the all essential documents uploaded along with technical bid. The bidder shall submit all the documents Both Technical and Financial Bid concurrently duly digitally signed in the website <http://tenderwizard.com/PB>.
- 2.3 Entity shall upload Financial Bids per proforma Section-VI.
- 2.4 All the pages of the Tender Documents/ Bids shall be digitally signed by the authorized signatory of the entity. A copy of the authorization letter in this regard shall be submitted along with the Technical bid.
- 2.5 The authorized representative coming to attend the opening of the Tender shall carry an authorization letter as per “**Form-III**” of the tender document.
- 2.6 Technical bids shall FIRST be opened and evaluated based upon the essential documents submitted by the entity in support of the eligibility criteria, compliance of the scope of the services to be provided and other terms and conditions as mentioned.
- 2.7 Financial bid(s) shall be opened in respect of only those bidders whose technical bid(s) along with documents are found to be in order in all respect. Financial bids shall be opened in the presence of authorized representative(s) of bidders who wish to attend the same.
- 2.8 Prasar Bharati reserves the right to accept or reject any or all the tenders at any stage without any prior notice and/ or without assigning any reason thereof. The decision of Prasar Bharati in the matter shall be final and binding on bidders.
- 2.9 Any concealment of a material fact or misrepresentation of facts may lead to disqualification of the bidder.
- 2.10 Canvassing in any form shall render the tender liable to be rejected.
- 2.11 The entity should not directly or indirectly be related to any employee of Prasar Bharati.
- 2.12 The bidder shall upload the documents along with the Technical bid to facilitate technical evaluation. The bid without uploading of documents as per checklist, shall be summarily rejected.
 - 2.12.1 Essential documents to be uploaded as per checklist **Form-V**. Tender will be rejected summarily if these documents are not uploaded.
 - 2.12.2 Any other document, Entity feels necessary in support of its bid. The bid is liable to be rejected in the absence of any of the above documents and the responsibility for the same shall lie solely with the Entity/ bidder.

3.0 OTHER TERMS & CONDITIONS

- 3.1 The Bidder/Tenderer should be possessing/holding a valid License issued by Central/State Government/concerned Department of Government of NCT for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. In case any other permission or Certificate is required for providing Contract Labour to the Company, the Bidder/Tenderer will be required to upload the same within one month of award of the work. The successful Bidder/Tenderer would be required to deploy Manpower / Contract Labourer as per norms prescribed under the said Act.
- 3.2 The entity shall not be allowed to sub-contract to any third party. However, in the event the entity sub-contracts any service(s) to a third party, Prasar Bharati shall in no circumstance whatsoever, be responsible or liable in any manner whatsoever, for any claims or suits, for any costs or expenses incurred or any loss suffered by the Entity and the responsibility shall rest entirely with the entity in all respects.
- Further, Prasar Bharati will interact only with the entity who is awarded the contract/ signed agreement and all the responsibilities and liabilities for providing the manpower support to Prasar Bharati rests with qualified bidder and the poor quality of manpower support, if provided will be the responsibility of the entity only.
- 3.3 Neither the submission of this tender nor any part of its contents are to be taken as any form of commitment or acknowledgement on the part of Prasar Bharati to proceed with the tender or any bidder and Prasar Bharati reserves the right to annul/ terminate the process or reject any tender at any time or stage without assigning any reason.
- 3.4 Prasar Bharati shall in no circumstance, be responsible or liable in any manner whatsoever, for any costs or expenses incurred or any loss suffered by the bidder in connection with or in consequence of the preparation or delivery of tender, or in compliance with any of the requirements for tender, its rejection or in any other manner.
- 3.5 In case any clarification is sought by Prasar Bharati after the opening of tender, the reply of the bidder shall be restricted to the clarification sought only.
- 3.6 Canvassing in any form shall render the tender liable to be rejected.
- 3.7 The entity shall be deemed to have duly read, understood, agreed and accepted the provisions, procedures and the terms & conditions of the tender and acknowledged that it intends to submit a tender in accordance with its provisions having accepted the terms and conditions as have been incorporated herein and/or that may be incorporated by Prasar Bharati through any Addendum(s).
- 3.8 The successful bidder will furnish Security Deposit in the form of Bank Guarantee of Rs2,00,000/- (Rupees Two Lakh Only) as per draft Bank Guarantee at Appendix – I or as per the draft Proforma proposed by the bank and will survive until subsistence of tender and the validity of bank guarantee may be extended further if required, as per mutual consent of Prasar Bharati and entity.
- 3.9 The successful bidder will have to execute an Agreement with Prasar Bharati for a period of one year as per Appendix – II. The agreement may be extended upto one year further on mutual consent by both the parties.

- 3.10 If the successful bidder fails to provide the services of manpower within a week time from the date of signing an agreement with Prasar Bharati, then the interest free security deposit in the form of Bank Guarantee shall be forfeited.
- 3.11 This tender is for one year from date of award of contract. The award of contract can further be extended for a period of one year on mutually agreed terms and conditions.
- 3.12 Since the tenderers can submit bid through online only and hence are advised to upload in advance. The congestion, failure of network at last moment shall not be accepted as valid reason for late submission of quotation.

SECTION – III: Specification of Required services

A. Account Assistant: The broad scope of services to be rendered by Account Assistant shall be as under:

- (i) To prepare and issue Invoices, Reminders, Debit/Credit notes, GST compilation, Reporting of GST to State Nodal Officers (SNOs) as per prescribed procedure with regular updation of financial records in Tally based accounting system.
- (ii) To maintain & update records in Computer related to assigned work.

- (iii) To work on MS-Office such as MS-Word, MS-Excel and Ms-Access and Power Point presentation etc. available in current Ms-Office version for updating records.
- (iv) To assist in maintenance and updation of records under various files.
- (v) To work on internet/ e-mails for faster communication/ file tracking/uploading documents on website etc.
- (vi) To keep record of Movement of Files through FTS etc.
- (vii) Regular updation of Administrative records.
- (viii) Any other work required to be assigned by the authorities from time to time.

Minimum Qualification:

- i) B.Com Graduate and above plus 1 year diploma/ certificate course from a recognised institute in computer application.
- ii) Fully acquainted with the working on the latest version of MS Office and Tally ERP-9 Software.
- iii) One year experience in Accounting software like Tally, computer typing and data entry work preferably in the field of broadcasting.

B. Office Assistant: The broad scope of services to be rendered by Office Assistant shall be as under:

- (i) To maintain & update administrative financial, Technical and legal records in Computer.
- (ii) To work on MS-Office such as MS-Excel, MS-Power Point, MS-Word and MS-Access etc. available in current MS-Office version for updating records.
- (iii) To assist in maintenance and updation of records under various files.
- (iv) To work on internet for procurement of technical and stationary stores/ e-mails for faster communication/ file tracking/uploading documents on website etc.
- (v) To assist in maintenance of consumable & stationery store.
- (vi) To keep record of Movement of Files.
- (vii) To update other Administrative records.
- (viii) Any other work required to be assigned by the authorities.

Minimum Qualification:

- (i) Graduation, (preferably B.Com) Graduate plus 1 year diploma/ certificate course from a recognised institute.
- (ii) One year experience in office management on computer work preferably in the field of broadcasting.

Desirable Qualification:

Candidates having working experience on Accounting software like Tally, Busy etc shall be preferred.

C. Multi Task Staff (MTS): (Semi skilled labour category) The broad scope of services to be rendered shall be as under:

- (i) Dak distribution.

- (ii) To deposit Cheques/Drafts in Bank.
- (iii) To operate Photocopy/ FAX machine.
- (iv) File Distribution as per requirement.
- (v) To maintain/ upkeep office machineries for general cleanliness etc.
- (vi) To maintain/ upkeep files related to AIR Resources.
- (vii) Any other work assigned from time to time by the authorities as required in the section.

Minimum Qualification: Minimum 10th class.

SECTION – IV: General Information

1.0 Instructions to bidders/ tenderers:

1. Each bidder shall submit bid in two parts viz. **‘Technical Bid’** and **‘Financial Bid’** in separate – as described under the heading terms & conditions. **‘EMD deposit’** shall be placed in a single sealed envelope super scribed with i) tender subject, ii) tender reference No., iii) date of opening so as to reach Manager(A&C) in Room No.304 B, AIR Resources, Akashvani Bhawan, DG:AIR, New Delhi two hours before scheduled time on prescribed tender opening date. EMD received later shall be summarily rejected. Hard copy of any other tender document shall not be accepted.
- 1.2 The bidder shall upload Technical Bid along with **Form I to Form-V** of this Tender Document and financial bid as per Proforma given in section – VI. Rates should be quoted both in figures & words in Indian Rupees. The firm is also required essentially to upload **Form II**.

2.0 Arbitration

Any dispute or differences arising with regard to any aspect of Agreement enclosed shall be endeavoured to be settled in the first instance through mutual consultation to be held between the parties to the Agreement. In case, the difference or dispute cannot be settled through such consultations, then the same shall be settled finally by arbitration under the provisions of the Arbitration and Conciliation Act, 1996. It is further agreed that the Arbitration shall be conducted at New Delhi by a sole arbitrator to be nominated by the Chief Executive Officer, Prasar Bharati, Parliament Street, New Delhi and the award so rendered shall be final and binding on both the Parties. The Courts at **New Delhi** shall have jurisdiction in the matter.

3.0 JURISDICTION

All the disputes between Prasar Bharati and party shall be subject to the exclusive jurisdiction of Courts at Delhi.

Anil Sharma
Manager (A&C)
AIR Resources
Room No. 304 B, Akashwani Bhawan
Sansad Marg, New Delhi-110001
Telephone: 011-23422171

SECTION – V: Technical Bid.

FORM-I

GENERAL INFORMATION

(To be filled in by the bidder for the technical bid)

1. Name of the company/ firm:
2. Head/Registered Office Address:
 - (a) Postal address :
 - (b) Fax No. :
 - (c) Mobile No. (s)
 - (d) Telephone No. (s) :
 - (e) E-mail Address :
 - (f) Website Address :
3. Formal name of Company (if any)
4. Delhi office Address :
 - (a) Postal address :
 - (b) Fax No. :
 - (c) Telephone No. (s) :
 - (d) Mobile No. :
 - (e) Working hours :
 - (f) E-mail Address :
5. Type of Organization :
Individual :
Partnership :
Incorporated :
6. (i) Year of establishment :
(ii) Year since providing the services of manpower by the firm:
7. Amount of EMD deposited :
Draft/Cheque No. and date :
Bank Detail :
Amount :
(Please upload Photocopy) :
8. PAN/ GIR No. :
(Please upload photocopy)
9. GST Registration No. :
(Please upload photocopy)
10. EPF Registration No. :
(Please upload photocopy)
11. EPF A/C No. _____ (In case it is different from EPF Registration No. at Sr. No. 10 above)
12. ESI Registration No. : _____
(Please upload photocopy)
13. Annual Turnover for each year during last 03 years:
(Should be more than 1 crore)

Upload the copies of Annual Turnover in last three financial years:

2016-17

2017-18

2018-19

Signature of tenderer:

Date:

Name:

Place:

Office Seal:

FORM-II

ACCEPTANCE OF TENDER DOCUMENT

After checking the details in the Tender document and the terms and conditions set out therein, I/ we hereby submit the relevant information for considering my/ our Tender.

- i) I/We accept all the terms and conditions of Tender document as set out therein.
&
I/We hereby certify that all the statements made and information supplied in the enclosed documents and accompanying statements are true and correct.
- ii) I/We have furnished all information and details necessary for Tender. My/ our Tender is complete in all respect.
- iii) I/We upload all necessary documents in support of our eligibility, experience and capability etc.

The above information supplied is based on my but knowledge and belief and informed false, my tender may be rejected.

Signature
(Full Name)
Seal of bidder (Entity)

Date of submission:

FORM-III

(On the Letter Head of Company/ Firm)

Letter of Authorization to attend the Opening of Tender No. 19(24)/ARC/2019

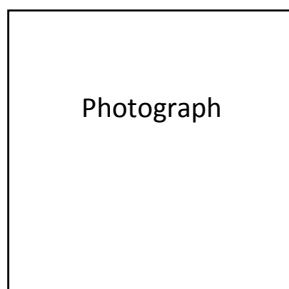
File No. _____

Date: _____

To,
Manager(A&C)
AIR Resources
All India Radio
Room No. -304 B,
Akashvani Bhawan,
Sansad Marg
New Delhi-110 001

Dear Sir,

This is to certify that Mr. _____, Designation
_____ I.D. No. _____ of our firm namely
_____ is authorized to sign the tender and to attend the
opening of Tender mentioned above on dated _____. The signature alongwith
his/her photograph pasted below is attested herewith.



For _____

Signature of competent authority or proprietor of company

Name _____

Designation _____

(Seal of the company of bidder)

FORM-IV

Details of clients for last three years upto.....(Tender submission)

S.No.	Name of company of customer /clients with address	Name of contact person	Tele phone/ Mobile No.	Email id of Company/ Clients

FORM-V

Checklist: List of essential documents uploaded.

1. Proof of Earnest Money Deposit (EMD) of Rs 2,00,000/- (Rupees Two lakhonly) in favour of “Prasar Bharati” payable at New Delhi has been submitted.
2. Experience Certificate - The Bidder/Tenderer should have a minimum experience of ten years as on 31/03/2019 in the field of providing manpower on annual Contract Basis.
3. Annual Turnover - The Bidder/ Tenderer should have minimum Annual Turn-over of Rs 1 crore each during the last three financial years i.e. 2016-17, 2017-18 and 2018-19.
4. The copies certificate of EPF code, ESI registration No., PAN card, GST registration certificate as applicable under labour laws.
5. Valid License by Central/State Government/concerned Department of Government of NCT of Delhi for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act.

SECTION –VI: Financial Bid.

The bidder shall upload the Financial Bid in the form given below indicating complete business plan:

Sr. No.	Component of Rate	Rs / month		
		Account Assistant (3 No.)	Office Assistant (2 Nos.)	*MTS (3 No.)
1.	Monthly rate			
	a. As per Minimum Wages Act, 1948 applicable in NCT Delhi as on date or as per the rates prescribed by the chief labour commissioner (central, ministry of labour and employment, new Delhi vide letter No. 1/8(3)/2019-LS-II dated 27.03.2019) whichever is higher.	As per the NCT of Delhi wages or rates by chief labour commission (Centre) whichever is higher+ DA fixed for the skilled/ Graduate manpower under the category of “Clerical and supervising staff”.	As per the NCT of Delhi wages or rates by chief labour commission(Centre) whichever is higher + DA fixed for the skilled/Graduate manpower under the category of “Clerical and supervising staff”.	As per the NCT of Delhi wages or rates by chief labour commission(Centre) whichever is higher+ DA fixed for the Semi-skilled/matriculate manpower under the category of “Clerical and supervising staff”.
2.	Employees Provident Fund @ % of S.No.1 above	As applicable	As applicable	As applicable
3.	Employees State Insurance @ % of S.No. 1 above	As applicable	As applicable	As applicable
4.	Total			
5.	GST Liability @ % of	As applicable	As applicable	As applicable
6.	GRAND TOTAL			

The manpower employed by the agency shall be required to work on a monthly basis on all working days to work as defined in section-III.

*MTS under semi-skilled category.

1. It is presumed that each of the tenderer shall be liable to make payment to the contractual employees as per the above statutory liabilities and claim the same from the Department. All the applicable components of the costs including the applicable taxes duties etc are to be added by the bidder to work out the ultimate evaluated cost of the tender.
2. Administrative Charges: The Administrative Charges shall be one of the deciding parameters for the award of the contract. The administrative charges per contract employee are required to be quoted by the bidder.

**Administrative Charges per month in Percentage (%) on the total emoluments as stated above at S.No. 4	
--	--

** As per Clause 13 B (18), the cost of uniform and its maintenance will be considered as inclusive in the administrative charges quoted by the bidder.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Undertaking

I/ We _____ on behalf of M/s _____ confirm and undertake that the rates quoted above are firm and final and also that these rates shall remain in force during the entire period of contract except where any changes are made by law.

Date:

Signature of authorized person

Full Name:

Place:

Address:

Seal:

Appendix - I

Bank Guarantee No.

Valid upto

(120 days after Guarantee/ Warranty)

Claim Period(Date)

(120 days after Validity Period of PBG)

Ref:

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE BOND

(To be stamped in Accordance with stamp Act)

The Non-Judicial stamp paper should be in the name of issuing bank

Ref:

Bank Guarantee No

To

Prasar Bharati,
O/o Directorate General : All India Radio,
Room No. 304-B, AIR Resource,
P&D Unit, Akashwani Bhawan,
Sansad Marg, New Delhi – 110001

Dear Sirs,

1. In consideration of the (Name of the Organisation) having its head office at India (herewith referred to as the Organization which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) and entered into an Agreement dated (hereinafter called "the contract" which expression shall include all the amendments thereto) on behalf of the President of India with M/s having its Head/ Registered office at (hereinafter referred to the "the firm" which expression unless repugnant to the context having been executors and assignees) and the contract having been unequivocally been accepted by the firm resulting in a Agreement bearing No. dated.....Valuesof Rs..... (Rupees..... (in words) for , the organization having agreed that the firm shall furnish to the Organization, performance bank guarantee for the faithful performance of the entire contract to the extent of Rs 2.0 lakh. (in figures) (Rupees Two Lakh only in words) We (Name of the Bank) having its registered office at (hereinafter referred as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay immediately on first demand in writing, in Rupees or in such convertible currency as acceptable to the Organization, any and all money the extent of Rs. (in words). In

aggregate at any time without any demo, reservation, recourse, contest or protests and/ or without any reference to the firm. Any such demand made by the Organization on the Bank shall be conclusive and binding notwithstanding any difference between the Organization and contractor or any dispute pending before any court, Arbitrator or any other authority. We agree that guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the Organization in writing.

2. The Organization shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time, to extent the time for performance of the contract by the firm or vary the terms of the contract. The Organization shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of power vested in them or of any right which they might at anytime in any manner, and either to enforce, or to forebear to enforce, any covenants contained or implied in the contract between the organization and the firm or any other course or remedy or security available to the Organization. The Bank shall not be released of its obligations under these presents by any exercise by the Organization of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Organization or any other indulgence shown by the Organization or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the Bank.
3. The Bank also agree that the Organization at its option, shall be entitled to enforce, this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the contractor and notwithstanding any security or other guarantee that the Organization may have in relation to the contractor's liabilities.
4. The Bank further agrees that the Guarantees herein contained shall remain in full force during the period that is taken for the performance of the contract i.e. complete delivery of the material/ equipment as the same is a condition of supply contract and all the dues of the Organization under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till the organization discharge this guarantee in writing.
5. We further agree that as between us and the Organisation for the purpose of this guarantee, any notice given to us by the Organization that the money is payable by the firm and any amount claimed in such notice by the Organization shall be conclusive and binding on us notwithstanding any difference between the Organization and the firm or any dispute pending before the Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/ discharged by any change in our constitution, in the constitution of the Organization and that of the contractor. We also undertake not to revoke this guarantee during the currency. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to **Rs 2 lakhs. (Rupees two Lakhs only)** in aggregate and it shall remain in full forces upto and including 120 days after (Indicate the date of expiry of Guarantee/ Warranty period) unless extended further from time to time, for such period as may be instructed in writing by M/s (.....) on whose behalf this guarantee has been given, in which case it shall remain in full force upto the expiry of the extended period. Any claim under this guarantee must be received by us before the expiry of the 120 days after the expiry of extended period, if any and if no such claim has been received by us within 120 days after the said date/ extended date, the right of the Organization under this guarantee will cease. However, if such a claim has been received by us within and upto 120 days after the

said date/ extended date, all the rights of the Organization under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

7. *The Bank confirms that this guarantee has been issued with the approval of the appropriate Exchange Control, Rules and regulations of the country.

We also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts.

** The Bank also agrees that Courts of New Delhi, India shall have exclusive jurisdiction.

Dated this day of Month of Year

At

(SIGNATURE)

(Full name and address in of official capital letter)

(Designation with Bank stamp)

Attorney as per Power of Attorney No.

Date

Witness No. 1

Signature

Full Name and Address (in capital letters).....

.....

Witness No. 2

Signature

Full Name and Address (in capital letters).....

.....

* Applicable where the party is foreign one.

** Applicable where the party is Indian.

INSTRUCTIONS FOR FILLING UP BANK GUARANTEE FOR PERFORMANCE BOND

1. The Bank guarantee should be stamped in accordance with stamp act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 7 of the bank guarantee is applicable when outside party is a foreign one. When the other part(s)/ are Indian, the alternative clause may be retained as follows:-

“The bank also agrees that Court of New Delhi, India shall have exclusive jurisdiction.”

4. Please indicate the currency in which bank guarantee is being given, Rupees/ US Dollars or any other currency have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in currency other than Rupees/ US Dollars or any other currency, these terms may be deleted and replaced by relevant currency.
5. The period 120 days mentioned in clause 6 should be available after the expiry of the validity period/ satisfactory performance/ Bank Guarantee as the case may be, or any extension of such period.
6. The bank guarantee by Indian bidder will be given from an Indian scheduled commercial bank only. The foreign bidders may give Bank Guarantee from an Indian scheduled commercial bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from a foreign bank acceptable to the Organization will be considered, provided it is confirmed by an Indian scheduled commercial bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

Agreement

This **Agreement** is made at New Delhi on this day of2019

BETWEEN

PRASAR BHARATI (BROADCASTING CORPORATION OF INDIA), a statutory body established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990, having its principal office at Prasar Bharati House, Tower-C, Mandi House Complex, Copernicus Marg, New Delhi-110001 (India) (hereinafter referred to as “**Prasar Bharati**” which expression includes its successor or assigns) of the ONE PART.

AND

M/s....., *a Sole-Proprietorship concern/Partnership Firm/Corporate body*, having its Registered/Head office through its, hereinafter referred as “**AGENCY**” which expression shall include all its successors and assigns on the SECOND PART.

WHEREAS the First Party is major electronic mass media broadcasting various programmes to inform, educate and entertain people.

WHEREAS the Second Party is engaged in the business of providing manpower under different categories.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Agency to provide services of manpower under the category of Account Assistant, Office Assistant & MTS at Prasar Bharati, Directorate General: AIR, Akashwani Bhawan, Parliament Street, New Delhi – 110001. A work award letter No..... and in response to that M/s as per their quotation dated is offered to the Firm which has been accepted by the Firm.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. OBLIGATIONS OF THE SECOND PARTY

- (a) The Second Party shall operate and deploy professionally qualified, trained manpower under the category of Account Assistant, Office Assistant & MTS as selected by Competent Authority, AIR Resources among the candidates interviewed and selected for deployment for the First Party at AIR Resource, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi-110001, normally on working days (Five days in a week) or as the First Party may require from time to time.

- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Second Party shall take all possible steps to ensure to maintain its performance as determined by the First Party from time to time.
- (c) The qualifications of the manpower under the category of Account Assistant, Office Assistant and MTS deployed by the Second Party shall be as follows:-
 - i) B.Com Graduate and above plus 1 year diploma/ certificate course from a recognised institute.
 - ii) Fully acquainted with the working on the latest version of MS-Office and latest Tally ERP Software.
 - iii) One year experience in computer typing and data entry work preferably in the field of broadcasting.
- (d) The Second Party shall deploy requisite manpower under the category of Account Assistant, Office Assistant & MTS for providing the services to the first party, as per requirements, which may vary from time to time. The second party shall be bound to fulfil the increase/decrease of requirement of manpower under the category of Account Assistant, Office Assistant & MTS as may be conveyed to them by an authorized officer of the First Party, within a period of two working days from the date of receipt of such requirement.
- (f) The assessment made by the First Party regarding the quality and efficiency of the services of manpower under the category of Account Assistant, Office Assistant & MTS, shall be final and binding on the Second Party and the services shall be provided accordingly.
- (g) Manpower under the category of Account Assistant, Office Assistant & MTS deployed by the Second Party shall not use unauthorized software etc. and shall not misuse the computer sets of the First Party.
- (h) If the First Party notices that the Second Party has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will devise corrective steps immediately to avoid re-occurrence of such incidents and will report to the First Party its action plan.
- (i) If any of the manpower under the category of Account Assistant, Office Assistant & MTS of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will initiate appropriate action against erring contractual/outsourced staff and will intimate accordingly to the First Party.
- (j) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and manpower under the category of Account Assistant, Office Assistant & MTS deputed by it for the services.

2. TERMS OF PAYMENT

- (a) The First Party shall pay to the Second Party for the services rendered at the rates as agreed by both the parties on submission of bills every month by the Second Party/for payment of wages, bonus and other allowances to the manpower under the category of Account Assistant, Office Assistant & MTS. Regarding PF/EPF/ESI, other welfare measures/terminal benefits and other legal obligations, if any, the rules of Central / State Government rules as amended from time to time with agency service charges will be followed by the Second Party.
- (b) The contractual manpower support & auxiliary official deputed for the job for AIR Resources may be given two days leave at the maximum per month without deduction in salary provided the leave is applied in advance and duly approved by the authorities at AIR Resources.

- (c) All payments made by the First Party shall be after deduction of TDS as per Govt. rules at source as per the provisions of the Income Tax Act, 1961.
- (d) The Second Party, being the employer in relation to manpower under the category of Account Assistant, Office Assistant & MTS engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such operators which in any case will not be less than in accordance with the Minimum Wages Act as fixed or prescribed for the category of workers employed / deployed by it, from time to time or by the State Government and/or any authority constituted by or under any law or otherwise fixed by the First Party, if required.
- (e) The Second Party will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 3rd day of every following month for verification containing names of persons deployed by the nominated official of the First Party. The Second Party shall ensure that payment to his employees is made in the presence of an authorized representative of the first Party.
- (f) The Second Party shall issue a signed monthly pay slip for payment of remuneration for the month clearly indicating the details of the gross payment and the deductions made for different account like PF/EPF/ESI etc. and the net amount remitted to the Bank account of the concerned deployed person either in copy by e-mail or hard copy.
- (g) The Second Party shall make payment to each and every person deployed through ECS Banking transaction system into the Bank of the person wherever he is maintaining his/her accounts. The Second Party shall not insist on opening an account in a particular Bank/Branch for the convenience of the Second Party. The Second Party shall have to submit the details of ESI/EPF deposit of the employees for the previous month while submitting bill for the next month.
- (h) All the services with regard to the deployment of the persons shall be rendered in such a manner that the deployed person need not to visit the office of the Second Party time and again. The representative of the Second Party shall visit the office of the AIR for completion of any formalities that are required on the part of the deployed person. This is all the more necessary to ensure that the office work of first party does not suffer after deployment of the person.
- (i) The Second Party shall get the police verification of each and every deployed person done and will send the said report to the first party for its record. This process must be completed prior to the deployment, if possible, but not later than one month from the date of deployment.

3. SUBMISSION AND VERIFICATION OF BILLS

The Second Party shall submit on a monthly basis, the bills for the services rendered to enable the First Party to verify and process the same.

4. BANK GUARANTEE

The Second Party shall submit with the First Party, on or before the date of signing of Agreement, a bank guarantee duly pledged in favor of first party as performance Security Deposit of Rs. 20,00,000 for due performance as per terms and conditions of this Agreement for manpower under the category of Account Assistant, Office Assistant & MTS and the First Party will be entitled to encash the bank guarantee for any lapse on the part of the Agency (Second party) and violation of any conditions of this Agreement for

manpower under the category of Account Assistant, Office Assistant & MTS and the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss damages or otherwise. However, subject to such adjustment, the Security Deposit will be returned to the Second Party after 30 days of completion or termination of this Agreement as the case may be.

5. REPORTING TIME AND PLACE

1. Manpower under the category of Account Assistant, Office Assistant & MTS of the Second Party shall provide the requisite services on normal office working hours from 9.30 hrs to 18.00 hrs with 30 minutes lunch break from 13.30 hrs to 14.00 hrs for five days in a week from Monday to Friday. However, in view of exigencies of work, the operators may be required to work beyond 6.00 PM also, for which no additional payment will be made. Such operators shall be stationed at New Delhi and shall report to designated coordinator of the First Party for routine administrative matters during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.
2. The Second Party shall list out the names of manpower under the category of Account Assistant, Office Assistant & MTS equal to two times of the actual requirement. The manpower under the category of Account Assistant, Office Assistant & MTS shall be rotated so that they are familiar with the services and new personnel are not brought all of a sudden for performance of services.
3. The services rendered by the Second Party under this agreement shall be under close co-ordination and guidance/instructions of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
4. The Second Party shall decide the modus operandi as to engage manpower under the category of Account Assistant, Office Assistant & MTS by it for rendering proper and efficient services and to confirm to prescribe standards.
5. The Second Party shall be responsible for the proper conduct and behaviour of the manpower under the category of Account Assistant, Office Assistant & MTS deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental to the First Party. The Second Party shall have to replace any of the manpower under the category of Account Assistant, Office Assistant & MTS within 24 hours, if desired so by the First Party or its authorized representative.
6. The First Party reserves the right to order any contractual/outsourced staff of the Second Party to leave its premises if his/her presence at any time is felt undesirable.

6. DISCIPLINE

- (a) The Second Party shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option, would be subject to verification at any time. The First Party may refuse the entry into its premises to any manpower under the category of Account Assistant, Office Assistant & MTS of the Second Party not bearing such identity cards.
- (b) No manpower of the Second Party shall leave the premises where they have been deployed without the permission of the First Party.

- (c) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against manpower under the category of Account Assistant, Office Assistant & MTS engaged/employed by it, while no right whatsoever shall vest in any of manpower under the category of Account Assistant, Office Assistant & MTS to raise any dispute and/or claim whatsoever against the First Party. First Party shall under no circumstances be deemed or treated as the employer in respect of any manpower under the category of Account Assistant, Office Assistant & MTS /employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such contractual/outsourced staff.

7. NATURE OF AGREEMENT

The parties hereto have considered, agreed to and have a clear understanding on the following aspects:

- a) This Agreement is for providing the aforementioned services. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein, shall at no point of time be said to be in the employment of the First Party and shall be the employees of the Second Party only and not of the First Party. The manpower under the category of Account Assistant, Office Assistant & MTS engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption / regularization etc. with the First Party. The number of operators to be employed and the individual person to be employed for providing the said services shall be decided by the Second Party who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like PF/EPF/ESI, minimum wages, bonus , gratuity etc.
- b) First Party shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- c) The employees/personnel of Second Party rendering the services under this Agreement shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Second Party for rendering the said services.

8. STATUTORY COMPLIANCES

1. Second Party shall obtain all registration(s) / permission(s) / license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
2. It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Second Party indemnified against all losses, damages, claims / actions taken against First Party by any Authority/office in this regard.
3. The Second Party undertakes to comply with the applicable provisions of all welfare legislations, and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Government laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second Party is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

4. The Second Party shall provide EPF and ESI Account No. of manpower employed to the First Party. He shall also be responsible for providing ESI and EPF statement of these personnel on quarterly and proof of upload ESI, EPF and GST on completion of every two month period.
5. The Second Party shall deposit all the statutory deductions i.e. ESI contribution, EPF being deducted from the wages and paid by AIR Resources, Prasar Bharati and also GST etc. and any other taxes, if any, paid by AIR Resources and will upload thereceipts as proof of depositing the same with the concerned department within subsequent two months.
6. The Second Party shall not charge any extra fee/amount from the candidate sponsored for engagement to AIR Resource except the one time registration fee.

9. INDEMNIFICATION

- 1) The Second Party shall at its own expenses make good any loss or damage suffered by the First Party as a result of the acts of commission or omission, negligently or otherwise, of its manpower under the category of Account Assistant, Office Assistant & MTS while providing the said services at any of the premises of the First Party or otherwise.
- 2) The Second Party shall at all times indemnify and keep indemnified the First Party against any claim on account of disability/ death of any of manpower under the category of Account Assistant, Office Assistant & MTS caused while providing the services within/ outside the premises or any other premises of the First Party which may be made under the Workmen's Compensation Act, 1923 or any other Act or any other Statutory Modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any contractual/outsourced staff of the Second Party or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any contractual/outsourced staff whether in the employment of the Second Party or not, who provided or provides the services at the place of the First Party or any other premises of the First Party as provided hereinbefore.
- 3) The Second Party shall at all times indemnify and keep indemnified the First Party against any claim by any third Party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of any contractual/outsourced staff during the hours of providing the services at the First Party's premises or before and after that.
- 4) That, if at any time, during the operation of this Agreement or thereafter the First Party is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amount whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Second Party shall immediately pay to the First Party all such amounts and costs also and in all such cases/ events the opinion of the First Party shall be final and binding upon the Second Party. The First Party shall be entitled to deduct any such amounts as aforesaid, from the Security Deposit and/ or from any pending bills of the Second Party.

10. LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First Party shall be entitled to procure services from other sources and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED/ CAUSED BY SECOND PARTY

1. The Second Party shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its operator in rendering or non-rendering the services under this Agreement.
2. Any loss/damage to the property of the First Party due to negligence of the manpower under the category of Account Assistant, Office Assistant & MTS of the Second Party shall have to be borne by the Second Party.

12. TERM

This Agreement shall be effective for a period of one year w.e.f. _____ upto _____ and can be considered to be extended further for one year and on such terms and conditions as may be deemed fit and proper by the First Party.

13. TERMINATION

- (a) Either party can terminate this agreement by giving three month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First Party shall give only seven days notice for termination of this Agreement to the Second Party when there is a major default in compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations. Decision of the First Party in this regard shall be final.
- (b) If Second Party commits breach of any covenant or any clause of this agreement, First Party may send a written notice to Second Party to rectify such breach within the time limit specified in such notice. In the event Second Party fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Second Party shall be liable to First Party for losses or damages on account of such breach.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

15. COMPOSITION AND ADDRESS OF SECOND PARTY

- (a) The Second Party shall furnish to the First Party all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such a business of the Second Party.
- (b) That the Second Party shall always inform the First Party within 30 days in writing, about any change in its address or the names and addresses of its key personnel. Further, the Second Party shall not change its ownership without prior approval of the First Party.

16. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the registered office as may be intimated from time to time in writing.

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Second Party may have access to confidential information of First Party and it undertakes that it shall not, without First Party's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of FIVE years from the date of expiry of this Agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this Agreement, if required, shall only be made in writing.

19. AMENDMENT/MODIFICATION

The parties can amend this Agreement at any time. However, such amendment shall be effective only when it is deduced in writing and signed by the authorized representatives of both parties hereto.

20. CAPTIONS

The various Captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.

21. WAIVER

At any time any indulgence or concession granted by the First Party shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of the First Party to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the First Party to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

22. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authorities' demands or requirements.

23. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/ executed at Delhi for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed

by AIR Resources of the First Party. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be in New Delhi.

24. GOVERNING LAW/ JURISDICTION

The applicable law governing this Agreement shall be the laws of India and the courts of Delhi shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

25. TWO COUNTERPARTS

This Agreement is made in duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work order against this Agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF**

**SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF**

THE FIRST PARTY

THE SECOND PARTY

**PRASAR BHARATI (IPSB)
DG: ALL INDIA RADIO**

By (Name)

By (Name)

Designation.....

Designation.....

WITNESSES:

1.

2.

Name.....

Name

Age.....

Age.....

Address.....

Address.....

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.....

.....

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