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 Broadcasting Corporation of India
 Director General : All India Radio
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NOTICE INVITING TENDER
“Engagement of Security Agency on Contract”

Tender Notice No. **Security-1.**

Dated : 25th January 2010

To,

M/s.-----

This Tender Document Contains 41 Nos. of pages.

Sl. No. _____

Date of Issue _____

Cost of Tender : **Rs. 1000/-**

Mode of Payment : CASH/DD

DD No. _____ Date: _____

Money Receipt

No. _____ Date _____

**Last Date and time for sale of Tender Forms:
 Up to 12 Noon of 17.03.2010.
 Last Date and time for submission of Tenders:
 Up to 12 Noon of 17.03.2010.
 Date, time and venue for opening of Tenders:
 At 03.00 P.M. on 17.03.2010.
Venue: Directorate General, All India Radio,
 Akashvani Bhavan, Parliament Street,
 New Delhi - 110001**

CONTENTS**PAGE NOS****CHAPTER**

I. TENDER LETTER.	03
II. QUALIFICATIONS	05
III. GENERAL INSTRUCTIONS	06
IV. DUTIES AND RESPONSIBILITIES OF AGENCY	07
V. SCOPE OF WORK	10
VI. TERMS AND CONDITIONS	14

ANNEXURES

I. DEPLOYMENT OF SECURITY GUARDS	21
II. TECHNICAL BID	22
III. FINANCIAL BID	24
IV. AGREEMENT FOR SECURITY SERVICES	26
V. CHECK LIST	38
VI. PROFORMA FOR PERFORMANCE BANK GUARANTEE & INSTRUCTIONS	39

THIS TENDER DOCUMENT CONSISTS OF 41 PAGES. THE TENDERER IS REQUESTED TO CHECK THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.

THE TENDER DOCUMENT IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.

ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER AND EMBOSSED WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.

Chapter – I**TENDER LETTER**

The complete set of Tender papers for the contract of Security Services at Directorate General, All India Radio is enclosed. Please note that this set of tender documents comprising the following contents is not transferable under any circumstances.

Chapter I	- Tender Letter
Chapter II	- Qualifications
Chapter III	- General Instructions
Chapter IV	- Duties and Responsibilities of the Agency
Chapter V	- Scope of Work
Chapter VI	- Terms and Conditions
Annexure I to V	

The Tender form should be clearly filled in ink legibly or typed. The tenderers should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations unless legibly attested by the tenderers, shall disqualify the Tender. The Tender Form should be signed by the tenderer himself along with the duly signed forwarding letter and attested copies of the required enclosures.

Tender should be quoted in the prescribed form in sealed envelope so as to reach on or before **12 Noon of 17th March 2010**. Envelope should be marked as "Security Contract for Director General, All India Radio". This envelope, duly sealed in cover as described above, should be deposited in the Tender Box kept for this purpose in the office of the Director General, All India Radio, Akashwani Bhawan, Parliament Street, New Delhi, PIN-110001 on or before **12 Noon of 17th March 2010**.

Tender will be opened on **17th March 2010 at 3 P.M.** It will be in your interest to ensure that the tender documents are deposited positively before the time indicated above. Please note that the tender offers will be taken out from the box at **3 P.M. on 17th March 2010** at the same venue in the presence of such Tenderers as are present. You may present yourself at the time of tender opening.

The tenderers should submit the tender document duly signed and stamped on each page along with the quotation inside the sealed envelope. All the required enclosures are also required to be mentioned in the covering letter enclosing the Tender Documents. Please note the conditional offer will not be accepted.

Delivery of Tender

The Tender will be on the basis of "Two bid System" and offers are to be submitted in duplicate in Sealed Covers. The first inner sealed cover will contain "Technical Bid" and have all details/documents, including a copy of "Commercial Bid" with price column blanked out. Earnest Money Deposit, Tender Fee (if documents are downloaded) will also be placed in the first inner cover. The cover will clearly be super scribed with "Technical Bid" alongwith tender number, subject.

The second sealed inner cover will contain price, taxes in the format as per Annexure-III. The cover will clearly be super scribed with "Commercial Bid" alongwith Tender number, subject.

The two covers shall be put into an outer cover and sealed. The following shall be super scribed:-

Tender Number	:	Security - 1
Subject	:	"Engagement of Security Agencies on Contract"
Due date of submission	:	17.03.2010

The Agency should quote the wages/rate per man per category per shift for providing the security personnel at various places in the jurisdiction of Directorate General, All India Radio in the prescribed Annexure-'III Financial Bid.

Yours faithfully,

For and on behalf of Director General All India Radio

Chapter II

QUALIFICATIONS

Specific Instructions to the Tenderers Regarding Qualification

1. The Security Agency must be Empanelled/Registered with DGR for which proof should be enclosed.
2. The Tenderers should be in a position to provide 90% ex-serviceman security guards to perform duties at Prasar Bharati, Directorate General, All India Radio, New Delhi, such as Akashwani Bhawan, Broadcasting House, New Broadcasting House and Prasar Bharati Secretariat.
3. The Tenderers should have at least two years of experience in the area of security services, preferably with Government/PSU's; with minimum two contracts with a value of Rs. 50 lakhs each during the preceding two years, copy must be enclosed.
4. The Tenderers should have a turn over of not less than Rs. 1.5 Cr for consecutive 3 years for the financial year 2008-09, 2007-08 and 2006-07 for which audited balance sheet proof should be enclosed.
5. The Tenderers should submit details of PAN number of the agency.
6. The Agency should be registered with Service Tax, EPF, ESIC, and latest deposit challans and annual/latest return proofs should be enclosed.
7. The bidder, who submit downloaded tender document should enclose a demand draft for Rs. 1000/- towards tender fee, offers without tender fee shall be rejected.
8. Earnest Money Deposit (EMD) of Rs. 2.5 Lakhs (Rupees Two Lakhs Fifty Thousand only) by way of Demand Draft from any scheduled bank in favour of "**Director General, All India Radio**", payable at New Delhi, shall be enclosed in Technical Bid. Tender without EMD shall be summarily rejected.
9. The Tenderers should enclose the tender document duly signed by authorized person and stamped on each page along with the quotation inside the sealed envelope.
10. Tender should be signed by an authorized signatory, indicating his capacity and also source of his ability to bind the Tender.
11. Conditional Offer/telephonic offer/facsimile offer will be rejected.
12. The Tenderers are expected to be fully conversant with the meaning of all the clauses of this document before submitting their tenders. In case of any doubt regarding the interpretation/meaning of any clause they may ask clarification in writing from Deputy Director General (Security), All India Radio, New Delhi – 110001. However, this does not entitle the Tenderers to ask for time beyond due date fixed for receipt of tender.

Validity of offer : The offer will be valid for acceptance for the period of 180 days, and shall not be withdrawn during the validity of offer. The Tenderer will undertake not to vary/modify their offer during the validity period (or) extension thereof.

Chapter – III

GENERAL INSTRUCTIONS

Terms and Conditions of Security contract to provide Security arrangements at Directorate General, All India Radio, New Delhi.

1. Brief description of work

The Security agency will be required to provide security personnel for Watch and Ward, Vigilance, Searching, Frisking and Night Patrolling at Akashwani Bhawan, Broadcasting House, New Broadcasting House and Prasar Bharati Secretariat, situated at P.T.I Building, Parliament Street New Delhi – 110001.

2. Duration of the contract

The contract will be initially for a period of One Year from the date of commencement of the contract. Director General, All India Radio reserves the right to extend the duration of contract for further one year on the same existing terms and conditions based on performance of the agency, or till the induction of Central Industrial Security Force. However, Director General, All India Radio reserves the right to terminate the contract by giving one-month notice during the currency of the contract without assigning any reasons.

3. Rates

- (A)** The agency will be paid wages/rates per man per category per Month for engaging the security personnel at Directorate General, All India Radio as per requirement at Annexure – I. The rates will not be changed during the currency of the contract. However, as and when Directorate General Resettlement, Ministry of Defence, revises the rates for DGR agencies, the same will be revised as applicable. The rates shall be for all expenses incurred by the Security Agency, includes all the taxes, levies, minimum wages declared by Govt. from time to time, Contribution to be paid to various Govt. organizations and other organizations under various acts, viz, EPF Act, ESI ACT, Service Tax Act, and other statutory laws, etc., and no extra amount will be paid on this account.
- (B)** If the management wants to increase the manpower in near future towards further deployment, the additional manpower so deployed by the Security Agency will be paid as per DGR agreed rates as above.

Chapter – IV

DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY

1. The agency shall give its employees neat and clean uniforms for summer and winter seasons at no extra cost to Director General, All India Radio.
2. The Agency shall ensure that all its employees wear laminated Photo-Identity Cards issued by it at Agency's cost.
3. The Agency shall provide office equipment, communication equipment, etc., as prescribed by Director General, All India Radio from time to time for efficient execution of the work at Agency's cost.
4. On special circumstances, like *bandhs*, *dharnas*, red alerts, special security arrangements, V.I.P. visits to this Office, etc., the Agency will provide additional number of Security Guards, if required, to DG, AIR, as may be demanded for Casual/Specific duty, on short notice, whenever required.
5. The security incharge of Director General, All India Radio i.e., Deputy Director General (Security), Assistant Director General (Security) and Security Officer shall be at liberty to object to and require the Agency to remove forthwith any person employed by it if in the opinion of officer, such person misconducts himself, is incompetent or negligent in proper performance of his duties or whose employment is otherwise considered undesirable. The decision of security functionaries shall be unquestionable and final and the Agency shall be under obligation to replace such a person.
6. All security personnel employed by the Security Agency shall be engaged by it as its own employees./workmen in all respects implied or expressed. It will be compulsory on the part of the Security Agency to insure all its employees, permanent or temporary, against liabilities of accident, partial or fully disability, death, etc. The Security Agency shall indemnify Director General, All India Radio against liabilities arising out of the Security Agency's obligations on this account.
7. The responsibility to comply with the provisions of various labour laws of the country shall be that of the Security Agency. Security Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications :-
 - I) The Payment of Wages Act, 1936
 - II) The Factory Act, 1948
 - III) The Workmen Compensation Act, 1923
 - IV) The Employees Provident Fund Act, 1952
 - V) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971
 - VI) The Payment of Bonus Act, 1965
 - VII) The Payment of Gratuity Act, 1972
 - VIII) The Equal Remuneration Act, 1976
 - IX) The Employees State Insurance Act, 1948

- X) The Industrial Disputes Act, 1947
- XI) The Employment of Children Act, 1938
- XII) The Hours of Employment Regulations.
- XIII) Regulation of Employment and Welfare Act, 1969.
- XIV) Minimum Wages Act, 1948.

8. The Agency shall fully indemnify Director General, All India Radio against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provision of any of the labour or other laws to the extent they are applicable to establishment/work in Directorate General, All India Radio's facility.
9. In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, Director General, All India Radio is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of Director General, All India Radio due to the Agency's failure to fulfill his statutory obligations under the aforesaid Acts and Rules, Director General, All India Radio shall be at liberty to withhold from the bills of the Agency the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of Director General, All India Radio under relevant sections of the concerned Acts.
10. Director General, All India Radio shall be at liberty to recover such amount or part thereof by deducting it from Security Deposit and/or by invocation of bank guarantee from any sum due by Director General, All India Radio to the Agency whether under the particular contract or otherwise, Director General, All India Radio shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the contractor and upon his giving to Director General, All India Radio security for all costs for which Director General, All India Radio might become liable in contesting such claim. The decision of Director General, All India Radio regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.
11. The Agency shall pay not less than the fair wage as fixed by Directorate General Resettlement to the security personnel engaged by it for the work, the fair wage being the wage including the allowances notified at the time of inviting tenders or as notified from time to time by the Directorate General Resettlement. The wages and allowances shall not be less than prescribed by any provincial law etc. The contractor shall keep a proper record of such payment and submit a certificate every month to Director General, All India Radio of his having done so.
12. If Director General, All India Radio at any time considers the mode adopted by the Agency for paying its workmen objectionable, he shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of noncompliance with such notice, all payment to the contractor may be withheld during such non-compliance.

13. **Employees Provident Fund** : It will be the responsibility of Agency to obtain separate code (identification number) for deposit of PF dues, with the concerned PF authority directly. The onus of deposit of PF dues shall be on the Agency. Payment against Agency's bills will be released only when relevant challans, PF Registration/Code No. alongwith photocopies of attendance and payment registers are provided.
14. The Security Agency shall deploy Ex-servicemen or para-military personnel such as B.S.F., C.R.P.F., C.I.S.F., or P.A.C. below the age of 45 years only for the purpose of this contract. Before the security personnel report for duty or in due course, necessary documents to prove that the personnel belongs to Ex-serviceman category, shall be produced by the contractor before the concerned Officer Incharge who shall accept only those personnel on duty in whose cases documentary proof has been rendered to his satisfaction. In addition to this, if performance of any of the security personnel deployed is found to be unsatisfactory, even being an Ex-serviceman, he shall have to be withdrawn within 24 hours from the place of duty.

Chapter – V

SCOPE OF WORK

1. Duty Shifts

- i. The security personnel will be required to be deployed round the clock in three shifts.
- ii. The shift timings may be changed, if deemed necessary, by Director General, All India Radio.
- iii. All the security personnel (agreed upon) must be deployed without fail everyday.
- iv. The Agency is referred as Second Party and the Directorate General, All India Radio as First Party.

2. Responsibility

(a) The Second Party shall operate and deploy professionally trained ex-serviceman security personnel below 45 years of age to the First Party at include Akashvani Bhawan , Broadcasting House, New Broadcasting House and Prasar Bharati Secretariat at 2nd Floor, PTI Building, New Delhi – 110001 on round the clock, an 8 hours working shift for 7 (Seven) days a week or as the First Party may require from time to time.

(b) The regularity of the performance of the Services 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 Second Party shall provide the security services by deploying its well trained and experienced personnel in such number as may be instructed as per assessment made by the First Party as to how many personnel may be deployed with required quality of services, at a given job under the control of the Second Party.

(d) The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to be deployed with required quality of security services at any given place, premises and part thereof in occupation of the First Party shall be final and acceptable and binding upon the Second Party and the services shall be provided accordingly.

(e) If the First Party notice that the security personnel of 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 recurrence of such incidents and report to the First Party its action plan.

(f) The Second Party shall comply with the instructions/guidelines of various labour laws/Acts of the country, such as Minimum Wages Act, Gratuity Act, Bonus Act, Contract

Labour Act, Industrial Disputes Act, ESI Act, EPF Act, etc., and all other regulations issued from time to time.

(g) Security Guards will be provided with Identity Cards by the Second Party and they will be required to display the same on their person while on duty.

(h) Second Party will be responsible for transport arrangement of its security personnel. First Party will not pay separately any conveyance charges or transport charges.

(i) DG : AIR shall not be responsible to pay any compensation as a result, of any accident caused to the security personnel while on duty.

(j) If any of the security personnel of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and intimate accordingly to the First Party.

(k) The Second Party shall keep liaison with the police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.

(l) All security personnel deployed by the Second Party shall be verified by the local police. A certificate to this effect will have to be submitted by the Second Party. Antecedents of all security personnel will be submitted to the First Party for record within 20 days from the date of execution of this Agreement.

(m) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and security personnel under the control and engaged by its for security services.

3. **Deployment**

(a) The security personnel of the Second Party shall provide the requisite services on round the clock, an 8 hour-working shift for 7 days a week or as the First Party may require from time to time. Such personnel shall be stationed at New Delhi and shall report to Security Officer, DG : AIR for routine administrative matters under intimation to Deputy Director General (Security) {DDG(S)} for the First Party 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.

(b) The Second Party shall list out the names of security personnel equal to three times of the actual requirement. The security personnel shall be rotated so that they are familiar with the duties and new personnel are not brought all of a sudden for performances of duty.

(c) The services rendered by the Second Party under this agreement shall be under close-co-ordination and guidance 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.

(d) The Second Party shall decide the *modus operandi* as how to engage men by it for rendering proper and efficient services and to conform to its prescribed standard of hygiene.

(e) The Second Party shall be responsible for the proper behavior of the security personnel 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 security personnel within 24 hours, if desired so by the First Party or his authorized representatives.

(f) The Second Party shall ensure that Gunmen (Armed Guard) in case deployed possess valid license for fire-arms and ammunitions, which should be in proper working condition. Use of the firearms and subsequent legal action thereof shall be the responsibility of the Second Party. The First Party shall not bear any legal cost or responsibilities in this regard. Detailed particulars of the arms so possessed shall be furnished to Asst. DG (S), of the First Party.

(g) Particulars (including the permanent address etc.) of the security personnel deployed for duties shall be supplied to the Security Officer and DDG(S), of the First Party.

(h) The Second Party shall deploy a contingent of 87 security guards including 01 Assistant Security Officer, 03 Supervisors and 08 Lady Searchers and their number may be increased or decreased , by a written requisition to that effect, by the First Party if the situation so demands. The security personnel will remain present in the complex while on duty and act as per instructions of the designated officials of the First Party in case of an emergency.

4. **Terms of Payment**

(a) The First Party shall pay to the Second Party only an amount at the rates fixed by DGR from time to time on submission of bills every month by the Second Party. Payment of wages, bonus and other allowances to the security personnel employed and regarding PF/EPF/ESI will be the liability of the Second Party. Other welfare measures/terminal benefits, instructions/provisions various labour laws/Acts of the country shall be that of the Security Agency, such as Minimum Wages Act, Graguity Act, Bonus Act, Contract Labour Act, Industrial Disputes Act, ESI Act, EPF Act, etc., and all other regulations issued time to time and as amended from time to time will be followed and complied with by the Second Party.

(b) All payments will be made by First Party (DDO-Cash) after deduction of tax at source whichever applicable as per the provisions of the Income Tax Act, 1961.

(c) The Second Party, being the employer in relation to personnel engaged/employed by it to provide the security services under this agreement shall alone be responsible and liable to pay wages/salaries to such personnel which in any case will not be less than in accordance with the minimum wages as fixed or prescribed for the category of workers employed by it from time to time or by Directorate General Resettlement/State Government and/or any authority constituted by or under any law.

(d) 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 by the nominated officials 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.

5. **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. List of personnel with duration of duties performed will be submitted along with the bills.

Chapter – VI

TERMS AND CONDITIONS

1. Statutory Compliance

(a) Second Party shall obtain all registration(s)/permission(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.

(b) It shall be the Second Party's responsibility to ensure compliance of all Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Second Party shall always keep First Party indemnified against all losses, damages, and claims/actions taken against first party by any authority/office in this regard.

(c) 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 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 the applicability of various Act, and take necessary action to comply with the requirements of law.

2. General Conditions

(a) The Second Party shall operate and deploy professionally trained ex-serviceman security personnel below 45 years of age to the First Party at include Akashvani Bhawan , Broadcasting House, New Broadcasting House and Prasar Bharati Secretariat at 2nd Floor, PTI Building, New Delhi – 110001 on round the clock, an 8 hours working shift for 7 (Seven) days a week or as the First Party may require from time to time.

(b) The regularity of the performance of the Services 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 Second Party shall provide the security services by deploying its well trained and experienced personnel in such number as may be instructed as per assessment made by the First Party as to how many personnel may be deployed with required quality of services, at a given job under the control of the Second Party.

- (d) The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to be deployed with required quality of security services at any given place, premises and part thereof in occupation of the First Party shall be final and acceptable and binding upon the Second Party and the services shall be provided accordingly.
- (e) If the First Party notice that the security personnel of 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 recurrence of such incidents and report to the First Party its action plan.
- (f) The Second Party shall comply with the instructions/guidelines of various labour laws/acts of the country shall be that of the Security Agency, such as Minimum Wages Act, Gratuity Act, Bonus Act, Contract Labour Act, Industrial Disputes Act, ESI Act, EPF Act, etc., and all other regulations issued time to time.
- (g) Security Guards will be provided with Identity Cards by the Agency and they will be required to display the same on their person while on duty.
- (h) Agency will be responsible for transport arrangement of his security personnel. DG : AIR will not pay separately any conveyance charges or transport charges.
- (i) DG : AIR shall not be responsible to pay any compensation as a result, of any accident caused to the security personnel while on duty.
- (j) If any of the security personnel of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and intimate accordingly to the First Party.
- (k) The Second Party shall keep liaison with the police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
- (l) All security personnel deployed by the Second Party shall be verified by the local police. A certificate to this effect will have to be submitted by the Second Party. Antecedents of all security personnel will be submitted to the First Party for record within 20 days from the date of execution of this Agreement.
- (m) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and security personnel under the control and engaged by its for security services.
- (n) The personnel of the Second Party shall always be tidily dressed in the uniform supplied by the Second Party at its own cost. The pattern of uniform to be supplied by the Second Party

will be of a different pattern than as given by the First Party to its employees. Further, 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 personnel of the Second Party, not bearing such identity card or not being tidily dressed. The security personnel should be in a position to read, write and speak Hindi and English.

(o) No personnel of the Second Party shall leave the demesne premises where they have been deployed without the permission of the First Party.

(p) The First Party shall always have the right and liberty to do surprise inspection at the place of duty.

(q) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any security personnel engaged/employed by it, while no right whatsoever shall vest in any such personnel 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 security personnel engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such personnel.

(r) The use of the intoxications on duty by the security personnel is strictly prohibited. Any security personnel found under the influence of intoxicants will be sent to medical examination and the second party shall have to bear the expenses and civil responsibility of the security personnel. Breach of this condition is liable to cancellation of this agreement.

3. **Indemnification**

(a) 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, negligence or otherwise of it's personnel while providing the said services at any of the premises of the first party or otherwise.

(b) The Second Party shall at all times indemnify and keep indemnified the First Party against any claim or account of disability/death of any of its personnel caused while providing the security 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 Acts 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 working or other personnel of the Second Party or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any personnel whether in the employment of the Second Party or not, who provided or provides the services at the place of duty or any other premises of the First Party as provided hereinbefore.

(c) 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 its employees or personnel during the hours of providing the services at the First Party's premises or before and after that.

(d) That, if at any time, during the operation of the 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 third party in any event not restricted by 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.

4. **Earnest Money Deposit**

The Earnest Money Deposit (EMD) so submitted as mentioned at Chapter II (8) will be refunded without any interest to the unsuccessful parties after finalization of the tender. However, the EMD of the successful party can be forfeited partially or fully, if the Second Party refuses to accept the contract or fails to submit security deposit. The EMD will be forfeited if any bidder withdraws their offer during offer validity.

No interest shall be allowed on the Earnest Money Deposited and also on security deposit as referred to under para below.

The earnest money deposited by the successful tenderer will be refunded after receipt of Security Deposit or can be adjusted towards the security deposit referred to in para below.

5. **Security Deposit**

As a guarantee towards due performance and compliance of the contract work, the Second Party will deposit an amount equivalent to 10% of Annual Contract Value towards Security Deposit by way of Demand Draft or Performance Bank Guarantee as per the format given in Annexure-VI. The First Party reserves the right to forfeit the whole or part therefore for breach/non-performance of the contract work or part of the contract.

6. **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 service from other sources and the Second Party shall be liable to pay forthwith to the

First Party the difference of payment made to such other sources, besides damages at double the rate of payment.

7. **Losses Suffered/Caused by Second Party**

(a) 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 personnel in rendering or non-rendering the services under this agreement.

(b) Any loss/damage to the property of the First Party due to negligence of the security personnel of the Second Party shall have to be borne by the Second Party.

8. **Term**

This Agreement shall be deemed to be effective for a period of _____ . However, performance of the Security Agency will be reviewed after completion of three months and if found satisfactory only then be extended for remaining period. A performance certificate shall be given by the First Party after completion of _____ and on the basis of this continuance of the Agency will be considered.

9. **Termination**

(a) Either party can terminate this Agreement by giving one 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 a 24 hours 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.

(b) If the 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.

10. **Compensation 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 Government Authorities required for running such a business of 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.

11. **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 following address or such other addresses as may be intimated from time to time in writing.

First Party

Directorate General, All India Radio,
Akashwani Bhawan, Parliament Street,
New Delhi- 110001

Second Party

12. **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 this agreement or earlier termination thereof.

13. **Amendment/Modification**

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

14. **Dispute Resolution**

This Agreement shall 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 the 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 the CEO of the First Party. The award given by the Arbitrator shall be final and binding on both the parties. The venue for arbitration shall be in New Delhi.

15. **Governing Law/Jurisdiction**

The applicable laws 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.

16. Acceptance of the Tenderers

All clauses of the tender document and conditions enumerated in this document have been read by me/us and are acceptable to me/us.

Signature of Witness Name in Block letters _____ Address _____ _____ _____	Signature Name of Tenderers _____ Address with Stamp _____ _____ _____
--	--

DEPLOYMENT OF SECURITY PERSONNEL**Akashwani Bhawan/Broadcasting House/New Broadcasting House/Prasar Bharati Secretariat**

Assistant Security Officer	-	01 (for AB/BH/NBH/PB Sectt)
Supervisors	-	03 (for AB/BH/NBH/PB Sectt)
Security Guards	-	28 (for AB/BH Complex)
Security Guards	-	05 (for PB Sectt)
Security Guards	-	43 (for NBH Complex)
Lady Searchers	-	03 (for AB/BH Complex)
Lady Searchers	-	04 (for NBH Complex)

**Total Security Personnel
To be deployed**

87

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Annexure – II**TENDER FORM (TECHNICAL BID)**
FOR PROVIDING SECURITY SERVICES AT DIRECTOR GENERAL ALL INDIA RADIO

(To be submitted by the tenderers on their letter head. All columns should be filled. Documentary proof prescribed in the terms and conditions should be enclosed)

Letter No. _____

Date : _____

To,

The Director General
All India Radio
Akashwani Bhawan,
Parliament Street,
New Delhi – 110001

Subject : **Sealed Tender for Providing Security Services at Director General, All India Radio**

Refer : **Your Officer Tender Notice No. Security-1 Dated 25th January 2010.**

Sl. No.	Particulars to be given with Documentary Proof	Status (to be filled by the Tenderers)
1.	Year of Incorporation of the Company/Enclose Proof.	
2.	Enclose Proof of Registration of Firm/Agency/Company	
3.	Whether Registered with DGR. Enclose Proof of Registration.	
4.	Length of experience	
5.	No. of employees working in the firm : Permanent 1. Security Guard 2. ASO 3. Security Officer 4. Ex-servicemen Temporary 1. Security Guard 2. ASO 3. Security Officer 4. Ex-servicemen	

6.	Details of Experience of having provided security services in Govt./Semi Govt./Reputed Organization(List with names, Designation and Telephone numbers of the authority to be enclosed. Copies of the satisfactory reports should be attached. In case number of agencies are much then separate sheet may be used for indicating experience etc.)	
7.	Medical fitness and Police verification of security personnel	
8.	Licence/Permission for Govt. Agency	
9.	Annual Turn Over of the Company in Lakhs of Rupees a) 2008-09 b) 2007-08 c) 2006-07	
10.	Income Tax Clearance Certificate Service Tax Registration Certificate	
11.	Any Other Information	

Declaration by the Tenderers :-

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderers with Seal)

Name : _____

Designation : _____

Address : _____

Phone No. (O)_____

TENDER FORM (FINANCIAL BID)
FOR PROVIDING SECURITY SERVICES AT DIRECTOR GENERAL, ALL INDIA RADIO

(To be submitted by the tenderers on their letter head. Rate must be quoted for all sizes and all specification)

Letter No. _____

Date : _____

To,

The Director General
All India Radio
Akashwani Bhawan,
Parliament Street,
New Delhi – 110001

Subject : **Sealed Tender for Providing Security Services at Director General All India Radio**

Refer : **Your Officer Tender Notice No. Security-1 Dated 25th January 2010.**

Sir,

After having gone through the tender document and terms and conditions of the tender on the subject cited above, I/we M/s. _____ hereby quote our lowest rate as under :-

1. Names, address of the Security Agency and Telephone Number:-

3. Proposed wages/rates per person per category per Month as per Annexure-I (inclusive of Relieving charges, National Holidays, Services Charges, Statutory benefits, Taxes, etc). Please quote your rates in the table.

Sl. No.	Description	Assistant Security Officer	Supervisor	Security Guard
a)	Basic including V.D.A			
b)	*ESI			
c)	*EPF+EDLI+Adm Charges			
d)	Bonus			
e)	Gratuity Terminal Benefits			
f)	HRA			
g)	Uniform & Washing Allce			
h)	TOTAL (Rs.)			
i)	Weekly Off/National Holidays/ Other Holidays			
j)	Cost Per Head			
k)	Services Charges			
l)	TOTAL (Rs.)			
m)	Service Tax (#) @ 10.30%			
	GRAND TOTAL (Rs.)			

*EPF and ESI contribution to be paid for personnel employed by tenderers shall be responsibility of tenderers.

For every six days of duty of security personnel has to be given "One Day Off" with payment. The tenderers will have to bear cost of providing security for this weekly off. Other holidays will be admissible as applicable for Directorate General Resettlement agencies. The total monthly rates quoted shall inclusive off all these including profits, overheads, bonus, gratuity, etc., and taxes whatsoever payable.

4. Declaration by the Tenderers:-

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderers with Seal)

Name : _____

Designation : _____

Address : _____

Phone No. (O) _____

AN AGREEMENT BETWEEN PRASAR BHARATI (BCI)
AND THE SECURITY AGENCY

This Agreement is made on this _____ day of _____, Two Thousand Nine at New Delhi (India) between PRASAR BHARATI (Broadcasting Corporation of India) through Directorate Gneral, All India Radio, having its office at Akashvani Bhawan, New Delhi – 110001, hereinafter referred as “First Party” which expression shall include all its officers, successors and assigns on the First Party.

AND

_____ (Regd), a Sole Proprietorship concern of _____ (Retd.), registered with and sponsored by Director General, (Resettlement), Ministry of Defence, Government of India, New Delhi, having its office at _____ hereinafter referred as “SECOND PARTY” which expression shall include all its officers, successors and assigns on the Second Party.

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

WHEREAS the Second Party is engaged in the business of providing security services.

WHEREAS the First Party proposed to engage an experienced and professionally qualified Security Agency sponsored, to deploy security personnel for entire security of DG : All India Radio, which include Akashvani Bhawan , Broadcasting House, New Broadcasting House and Prasar Bharati Secretriat at 2nd Floor, PTI Building, New Delhi – 110001.

WHEREAS the Second Party has expressed their keen desire to deploy armed/unarmed security personnel i.e., Security Guard (armed/unarmed) Supervisor, Assistant Security Officer, etc for security services to the first party under this agreement. The second party has also represented that they possess the professionally skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the first party from time to time.

WHEREAS on the aforesaid representation made by the second party to the first party, the parties hereby enter into this agreement to provide the agreed services on the terms and conditions appearing hereinafter.

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 trained ex-serviceman security personnel below 45 years of age to the First Party at include Akashvani Bhawan , Broadcasting House, New Broadcasting House and Prasar Bharati Secretariat at 2nd Floor, PTI Building, New Delhi – 110001 on round the clock, an 8 hours working shift for 7 (Seven) days a week or as the First Party may require from time to time.

(b) The regularity of the performance of the Services 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 Second Party shall provide the security services by deploying its well trained and experienced personnel in such number as may be instructed as per assessment made by the First Party as to how many personnel may be deployed with required quality of services, at a given job under the control of the Second Party.

(d) The assessment made by the First Party regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to be deployed with required quality of security services at any given place, premises and part thereof in occupation of the First Party shall be final and acceptable and binding upon the Second Party and the services shall be provided accordingly.

(e) If the First Party notice that the security personnel of 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 recurrence of such incidents and report to the First Party its action plan.

(f) The Second Party shall comply with the instructions/guidelines of various labour laws/Acts of the country, such as Minimum Wages Act, Gratuity Act, Bonus Act, Contract Labour Act, Industrial Disputes Act, ESI Act, EPF Act, etc., and all other regulations issued time to time.

(g) Security Guards will be provided with Identity Cards by the Second Party and they will be required to display the same on their person while on duty.

(h) Second Party will be responsible for transport arrangement of his security personnel. The First Party will not pay separately any conveyance charges or transport charges.

- (i) First Party shall not be responsible to pay any compensation as a result, of any accident caused to the security personnel while on duty.
- (j) If any of the security personnel of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and intimate accordingly to the First Party.
- (k) The Second Party shall keep liaison with the police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.
- (l) All security personnel deployed by the Second Party shall be verified by the local police. A certificate to this effect will have to be submitted by the Second Party. Antecedents of all security personnel will be submitted to the First Party for record within 20 days from the date of execution of this Agreement.
- (m) The First Party shall not be responsible fully or partly to any dispute or difference that may arise between the Second Party and security personnel under the control and engaged by its for security services.
- (n) The Second Party shall abide by and strictly follow the General Guidelines/Instructions for the security services given in Proforma - 2.

2. **TERMS OF PAYMENT**

- (a) The First Party shall pay to the Second Party only an amount at the rates fixed by Directorate General Resettlement from time to time on submission of bills every month by the Second Party. Payment of wages, bonus and other allowances to the security personnel employed and regarding PF/EPF/ESI will be the liability of the Second Party. Other welfare measures/terminal benefits, instructions/provisions various labour laws/acts of the country shall be that of the Security Agency, such as Minimum Wages Act, Gratuity Act, Bonus Act, Contract Labour Act, Industrial Disputes Act, ESI Act, EPF Act, etc., and all other regulations issued time to time and as amended from time to time will be followed and complied with by the Second Party.
- (b) All payments will be made by First Party (DDO-Cash) after deduction of tax at source whichever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Second Party, being the employer in relation to personnel engaged/employed by it to provide the security services under this agreement shall alone be responsible and liable to pay wages/salaries to such personnel which in any case will not be less than in accordance with the minimum wages as fixed or prescribed for the category of workers employed by it from

time to time or by Directorate General Resettlement or State Government and/or any authority constituted by or under any law.

(d) 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 by the nominated officials 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.

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. List of personnel with duration of duties performed will be submitted along with the bills.

4. **REPORTING TIME AND PLACE**

(a) The security personnel of the Second Party shall provide the requisite services on round the clock, an 8 hour-working shift for 7 days a week or as the First Party may require from time to time. Such personnel shall be stationed at New Delhi and shall report to Security Officer, DG : AIR for routine administrative matters under intimation to Deputy Director General (Security) {DDG(S)} for the First Party 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.

(b) The Second Party shall list out the names of Security personnel equal to three times of the actual requirement. The security personnel shall be rotated so that they are familiar with the duties and new personnel are not brought all of a sudden for performances of duty.

(c) The services rendered by the Second Party under this agreement shall be under close-co-ordination and guidance 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.

(d) The Second Party shall decide the modus operandi as how to engage men by it for rendering proper and efficient services and to conform to its prescribed standard of hygiene.

(e) The Second Party shall be responsible for the proper behavior of the security personnel 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 security personnel within 24 hours if desired so by the First Party or his authorized representatives.

(f) The Second Party shall ensure that Gunmen (Armed Guard) in case deployed possess valid license for fire-arms and ammunitions, which should be in proper working condition. Use of the firearms and subsequent legal action thereof shall be the responsibility of the Second Party. The First Party shall not bear any legal cost or responsibilities in this regard. Detailed particulars of the arms so possessed shall be furnished to Asst. DG (S), of the First Party.

(g) Particulars (including the permanent address etc.) of the security personnel deployed for duties shall be supplied to the Security Officer and DDG(S), of the First Party.

(h) The Second Party shall deploy a contingent of 87 security guards including 01 Assistant Security Officer, 03 Supervisors and 08 Lady Searchers and their number may be increased or decreased, by a written requisition to that effect, by the First Party if the situation so demands. The security personnel will remain present in the complex while on duty and act as per instructions of the designated officials of the First Party in case of an emergency.

5. DISCIPLINE

(a) The personnel of the Second Party shall always be tidily dressed in the uniform supplied by the Second Party at its own cost. The pattern of uniform to be supplied by the Second Party will be of a different pattern than as given by the First Party to its employees. Further, 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 personnel of the Second Party, not bearing such identity card or not being tidily dressed. The security personnel should be in a position to read, write and speak Hindi and English.

(b) No personnel of the Second party shall leave the demesne premises where they have been deployed without the permission of the First Party.

(c) The First Party shall always have the right and liberty to do surprise inspection at the place of duty.

(d) It is understood between the parties hereto that the Second Party alone shall have the right to take disciplinary action against any security personnel engaged/employed by it, while no right whatsoever shall vest in any such personnel 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 security personnel engaged/employed by the Second Party for any purpose, whatsoever, nor would First Party be liable for any claim(s) whatsoever, of any such personnel.

(e) The use of the intoxications on duty by the security personnel is strictly prohibited. Any security personnel found under the influence of intoxicants will be sent to medical examination and the second party shall have to bear the expenses and civil responsibility of the security

personnel such persons shall no longer be deputed for duty in premises herein before mentioned. Breach of this condition is liable to cancellation of this agreement.

6. **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 and is not an agreement for supply of contract labour. It is clearly understood by the Second Party that the persons employed by the Second Party for providing 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 personnel engaged by the Second Party shall have accordingly no claim of right of employment, right of absorption/regularization etc. with the First Party. The number of personnel 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 payment to its said employees towards their monthly wages/salaries and other statutory dues like 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 employee/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.

7. **STATUTORY COMPLIANCES**

(a) Second Party shall obtain all registration(s)/permission(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.

(b) It shall be the Second Party's responsibility to ensure compliance of all Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement.

(c) 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 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 the understand the applicability of various Act, and take necessary action to comply with the requirements of law.

8. **INDEMINIFICATION**

(a) 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, negligence or otherwise of it's personnel while providing the said services at any of the premises of the first party or otherwise.

(b) The Second Party shall at all times indemnify and keep indemnified the First Party against any claim or account of disability/death of any of its personnel caused while providing the security 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 Acts 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 working or other personnel of the Second Party or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any personnel whether in the employment of the Second Party or not, who provided or provides the services at the place of duty or any other premises of the First Party as provided hereinbefore.

(c) 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 its employees or personnel during the hours of providing the services at the First Party's premises or before and after that.

(d) That, if at any time, during the operation of the 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 third party in any event not restricted by 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.

9. **SECURITY DEPOSIT**

As a guarantee towards due performance and compliance of the contract work, the agency will deposit an amount equivalent to 10% of Annual Contract Value towards security deposit by way of Demand Draft or Bank Guarantee. Director General, All India Radio reserves

the right to forfeit the whole or part therefore for breach/ non-performance of the contract work or part of the contract.

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 service from other sources and the Second Party shall be liable to pay forthwith to the First Party the difference of payment made to such other sources, besides damages at double the rate of payment.

11. **LOSSES SUFFERED/CAUSED BY SECOND PARTY**

(a) 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 personnel in rendering or non-rendering the services under this agreement.

(b) Any loss/damage to the property of the First Party due to negligence of the security personnel of the Second Party shall have to be borne by the Second Party.

12. **TERM**

This Agreement shall be deemed to be effective for a period of _____ . However, performance of the Security Agency will be reviewed after completion of three months and if found satisfactory only then be extended for remaining period. A performance certificate shall be given by the First Party after completion of _____ and on the basis of this continuance of the Agency will be considered.

13. **TERMINATION**

(b) Either party can terminate this Agreement by giving one 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 a 24 hours 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.

(b) If the 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. **COMPENSATION AND ADDRESS OF SECOND PARTY**

(c) 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 Government Authorities required for running such a business of Second Party.

(d) 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 following address or such other addresses as may be intimated from time to time in writing.

First Party

Directorate General, All India Radio,
Akashwani Bhawan, Parliament Street,
New Delhi- 110001

Second Party

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 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 understanding, oral or written, and further any modification 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 reduced in writing and signed by the authorized representatives of both parties hereto.

20. **SERVABILITY**

If for any reason, a court of competent Jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent possible so as effect the intent of the parties, and the reminder of this Agreement shall continue in full force and effect.

21. **CAPTIONS**

The various Captions used in this Agreement are for 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.

22. **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 effect the validity of this Agreement or any part thereof of 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.

23. **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, strikers, acts of terrorism, labour disputes and Governmental public authorities demands or requirements.

24. **DISPUTE RESOLUTION**

This Agreement shall 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 the 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 the CEO of the First Party. The award given by the Arbitrator shall be final and binding on both the parties. The venue for arbitration shall be in New Delhi.

25. **GOVERNING LAW/JURISDICTION**

The applicable laws 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.

26. **TWO COUNTERPARTS**

This Agreement is made in duplicate. The Second Party shall return a copy of this Agreement 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.

Proforma-1

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

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF FIRST PARTY

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF THE SECOND PARTY

DG : ALL INDIA RADIO

M/S. _____

BY(NAME) _____

BY (NAME) _____

DESIGNATION _____

DESIGNATION _____

WITNESSES :-

1. _____

2. _____

NAME _____

NAME _____

AGE _____

AGE _____

ADDRESS _____

ADDRESS _____

Proforma-2

GENERAL GUIDELINES/INSTRUCTIONS

Proforma-3

Approved rate list of Directorate General (Resettlement), Ministry of Defence for sponsored private security agencies.

Annexure – V**CHECK LIST**

Please check whether the attested copies of the following documents have been attached or not:-

- | | |
|---|--------|
| 1. Certificate of Public/Private Ltd. Agency | Yes/No |
| 2. Registration/Reference No. of the Agency with Dte. General Resettlement, Ministry of Defence | Yes/No |
| 3. Documentary proof for the medical fitness and police verification of character and antecedents of the Security Guards, Lady Searchers, Supervisors and Assistant Security Officers | Yes/No |
| 4. PAN No. and Income Tax clearance Certificate FY 2006-07, 2007-08 & 2008-09 | Yes/No |
| 5. Provident Fund Account No. issued by the competent authority | Yes/No |
| 6. ESI Registration No. issued by the competent authority | Yes/No |
| 7. Contract License issued by the Labour Commissioner under Contract Labour (R.E.A) Act | Yes/No |
| 8. Bank Draft of Earnest Money attached or not (if applicable) | Yes/No |
| 9. Bank Draft for Tender Fee, if downloaded copy of tender document is submitted | Yes/No |
| 10. Details of experience certificate with regard to security work along with the Satisfactory report issued by the agencies where such work was undertaken Earlier | Yes/No |
| 11. Details regarding training modalities adopted by the tenderers for recruiting the security personnel | Yes/No |
| 12. Terms of payment – Whether agreeable by DG : AIR's Term | Yes/No |
| 13. Penalty – Whether agreeable by DG : AIR's Term | Yes/No |
| 14. Documentary proof regarding Agency is in operation for last three many years | Yes/No |
| 15. Documentary proof regarding three contracts of value more than 50 Lakhs p.a. | Yes/No |
| 16. Documentary proof having turn over of not less than Rs. 1.5 Cr. for the last Three financial years for FR 2006-07, 2007-08 and 2008-09. | Yes/No |

PROFORMA FOR PERFORMANCE BANKGUARANTEE AND INSTRUCTIONS
(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,

THE NAME OF THE ORGANISATION

Dear Sirs,

1. In consideration of the (Name of the Organisation) having its head office at India (herewith referred to as the Organisation which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) and having entered.....into a contract dated..... (thereinafter 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 contractor” which expression unless repugnant to the context having been executors and assignees) and the contract having been unequivocally been accepted by the contractor resulting in a contract bearing No..... Dated.....valued.....of.....Rs..... (Rupees.....(in words) for....., the organization having agreed that the contractor shall furnish to the Organisation, performance guarantee for the faithful performance of the entire contract to the extent of 10% of the value of the contract Rs.....(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 immediate on first demand in writing, in Rupees or in such convertible currency as acceptable to the Organisation, any and all money the extent of Rupees(in words). In aggregate at any time without any reference to the contractor. Any such demands made by the Organisation on the Bank shall be conclusive and binding notwithstanding any difference between the Organisation 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 Organisation in writing.

2. The Organisation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time for performance of the contract by the contractor or vary the terms of the contract. The Organisation 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 Organisation and the contractor or any other course or remedy or security available to the Organisation. The Bank shall not be released of its obligations under these presents by any exercise by the Organisation of its liberty with reference to matters 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 Organisation or any other indulgence shown by the Organisation 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 Organisation 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 Organisation 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 Organisation under or by virtue of this contract, have been fully paid and its claim satisfied or discharged or till Organisation 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 Organisation that the money is payable by the contractor and any amount claimed in such notice by the Organisation shall be conclusive and binding on us notwithstanding any difference between the Organisation and the contractor or any dispute pending before any 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 constitutions of the Organisation 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 Bank.

6. Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. (Rupees) (In figures) (in words) in aggregate and it shall remain in full forces upto and including 60 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 60 days from.....
(indicate the date of expiry of Guarantee/warranty period) or before the expiry of the 60 days
after the expiry of extended period, if any if no such claim has been received by us within 120
days after the said date/extended date, the right of the Organisation 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 Organisation 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 agree that Courts of New Delhi, India shall have exclusive jurisdiction.

Dated this.....day of.....
At.....

Witness No. 1

(Signature)

(Full name and official)
Address in capital letter

(Signature)

(Full name and official)
address in capital letter

(Designation with Bank Stamp)
Attorney as per Power of
Attorney No.....

Date :

*Applicable where the party is foreign one.

**Applicable where the party is Indian.