

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
PRASAR BHARATI SECRETARIAT
PRASAR BHARATI HOUSE, COPERNICUS MARG, NEW DELHI

No: - 03(1)11/E-Procurement/2012/D (P)/Vol-III/53

Date: 24-10-2019

Subject: Extension of agreement up to 31-03-2020 with M/s ITI Ltd for implementation of e-Tendering/e-Auction services in Prasar Bharati.

1. Whereas Prasar Bharati and M/s ITI Ltd has entered into an agreement number 03(1)11-E Procurement /2012/D(P) Dated 16-04-2013 for e-tendering and e auction solution in Prasar Bharati; further extended from 16-April-2018 to 15-October- 2019 after mutual negotiations.
2. Now both the Parties mutually decided to extend the validity of the agreement, with existing term and conditions, up to 31 March 2020. This extension is in accordance with the provision of clause V (I) of the original agreement.
3. A copy of the signed agreement dated 23-10-2018 for extension is enclosed for further necessary action.

This issues with the approval of competent authority.

Encl: As above

mrb
T. P. Ravindran
24/10/2019

(Ravindran T P)
Assistant Engineer (IT&PP)

To,

1. DG:AIR (Kind attention: Shri V P Yadav, DDG(E-P) P&D Unit, Akashwani Bhawan, with a request to get the extension of Bank Guarantee as per of page-2, Point no. 3 B of the agreement.
2. DG: DD (Kind attention: Shri Manoj Gupta, DDG (E-P) Doordarshan Bhawan, New Delhi-1.
3. ADG (E-NZ)/ ADG (E-SZ)/ADG (E-EZ)/ADG (E-WZ)/ADG (E-NEZ), All Stations, Kendras of AIR/ Doordarshan through website.

Copy for kind information to:

1. PS to CEO/M (F)/ CVO, Prasar Bharati, New Delhi.
2. PS to DG AIR/ E-in-C, AIR/ ADG (F), Akashwani Bhawan, New Delhi.
3. PS to DG DD/ E-in-C, DD, Doordarshan Bhawan, New Delhi.
4. PS to ADG (B&A)
5. M/s ITI Limited.
6. DDG (Tech), Prasar Bharati, for uploading on the Website.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL68843414928058R
Certificate Issued Date	: 14-Oct-2019 03:33 PM
Account Reference	: IMPACC (IV)/ dl799203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL79920345601161785958R
Purchased by	: ITI LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ITI LIMITED
Second Party	: PRASAR BHARATI
Stamp Duty Paid By	: ITI LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line.-----

Memorandum of understanding between Prasar Bharati and M/s ITI Limited for the extension of the Agreement, e-tendering & e-Auction in Prasar Bharati

No. 03(1)11/e-procurement/2012/D(P)/Vol-III Date: 23/10/2019

1. Parties: This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by and between Prasar Bharati, (India's public service broadcaster) Prasar

mrb
P. Ravindran

RAVINDRAN T. P.
Asstt. Engineer (I.T. & PP)

Francis

F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

Page 1 of 3

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

Bharati secretariat, Prasar Bharati House, Tower – 'C' Copernicus Marg, New Delhi – 110001 and M/s ITI Ltd, whose address is Regional Office, Flat No.201-202,Rohit House, 3 Tolstoy Marg, New Delhi-110001.

2. Purpose: The purpose of this MOU is to extend the agreement number 03(1)11-E Procurement /2012/D(P) Dated 16-04-2013 for e-tendering and e-auction solution in PRASAR BHARATI; further extended from 16-April 2019 to 15-October 2019 after mutual negotiations.

Now both the Parties mutually decided to further extend the validity of the agreement from 15-October-2019 to 31-March 2020. This extension is in accordance with the provision of clause V (l) of the original agreement.

3. Term of MOU: Whereas the term of the MOU will remain same as in the last agreement (Annexure-I) with the following deviation.

A. Clause (1) pricing (b) e-Tendering processing charges payable by Bidders /Contractors on page -3, is substituted with the following.

S.No.	Particulars	Charges
1.	Tender Processing fee payable by all vendors per tender /work	0.1% of Estimated cost put to tender * Minimum cap-Rs.500/-only Maximum cap –Rs.5,000/-only
2.	Registration charges in e - Tendering /e-Auction website for vendor /Supplier	RS. 1,000/- (Rupees One Thousand only)per year per bidder

***Note:** In cases where estimated cost is not mentioned in the tender document, tender processing Fee would be 5% of the earnest money deposit (EMD) as EMD is to be treated 2% of the estimated cost.

B. M/s ITI Limited shall extend the validity of Performance Bank Guarantee in accordance with the clause (V).3 of the said agreement, i.e. 60 days beyond the validity of the agreement.

C. M/s ITI Limited shall abide the following:

"In the event of Completion and / or termination of the agreement for any reason, all the data including the bids etc. uploaded on the system shall be kept safe and accessible for Prasar Bharati, till alternate further arrangements of migration of data could be done."

msd T.P. Ravindran

RAVINDRAN T. P.
Asstt. Engineer (I.T. & PP)

Francis
F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

4. **Signatures:** In witness whereof, the parties to this MOU through their duly authorised representatives have executed the MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For Prasar Bharati

mrb
R.P. Ravindran

RAVINDRAN T. P.
Asst. Engineer (I.T. & PP)

Authorized Signatory

Name: Ravindran T P

Designation: AE (IT & PP)

For M/s. ITI Limited

Francis

F.X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

Authorized Signatory

Name: Francis Toppo

Designation: Chief Manger-Mktg.

Witness

1. Name: *Priyank Saxena*
Signature *PRIYANK SAXENA*
IT DIVISION, PB Sectn.

1. Name: *Nandkishore*
Signature **NANDKISHORE (AEE)**
ITI Limited Delhi



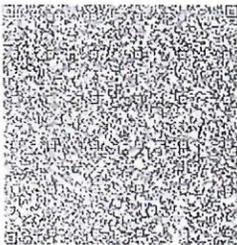
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL73974149180416L
 Certificate Issued Date : 31-Jan-2013 07:38 PM
 Account Reference : IMPACC (IV)/ dl752303/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL75230347606205209775L
 Purchased by : ITI LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : N A
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ITI LIMITED
 Second Party : PRASAR BHARATI
 Stamp Duty Paid By : ITI LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line.

Agreement for implementation of internet based
 Electronic Tendering System in
 Prasar Bharati

REF NO 03(1)11-E Procurement/2012/D(P)DATED 16-04-13

This memorandum of agreement is entered on 16th April 2013 at New Delhi,
 BETWEEN

Statutory Alert:

The authenticity of this Stamp Certificate can be verified at Authorized Verification Centers (ACCs), SHCIL Offices and SROs.
 The Contact Details of ACCs, SHCIL Offices and SROs are available on the web site www.shcilstamp.com

Francis
F. X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001

Rajesh
RAJESH KUMAR
 Manager (Business Development)
 ITI Limited
 (A Govt. of India Undertaking)
 495, 496, Main Connaught Road,
 Connaught Place, New Delhi-110001

Prasar Bharati, an Autonomous Body under Ministry of Information and Broadcasting having its secretariat at PTI Building, 2nd Floor, Parliament Street, New Delhi-110 001 herein after called the "PB", represented by Mr. S.K. Singh which expression shall mean and include its successors and permitted assigns. (Email id: sksingh@air.org.in & Fax No. 011-23421591)

AND

M/s ITI Limited, a Government of India Undertaking under Ministry of Communication & Information Technology, a Company incorporated under Companies Act 1956, having its Registered & Corporate office at ITI Bhawan, Doorvani Nagar, Bangalore and regional office at Flat No. 201-202, Rohit House, 3- Tolstoy Marg, New Delhi 110001 represented by Mr. Rajesh Kumar which expression shall mean and include its successors and permitted assigns (Email id: mbd_ltd@iti.co.in & Fax No. 011-22023084) herein after referred as "ITI".

PB and ITI are hereafter individually referred to as party and collectively referred to as parties.

AND whereas PB hereby represents and warrants that it has full power and the authority that would be required to enter into this agreement.

Whereas PB has engaged ITI to implement e-Tendering/e-Procurement/e-Auction system for their procurement of all goods, works and services to PB (including both Directorates of All India Radio, Doordarshan and their establishments across the country) as Application Service Provider (ASP) on Public Private Partnership (PPP) model as detailed below:

Handwritten signature

Handwritten signature
F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

Handwritten signature
RAJESH KUMAR
Manager (Business Development)
ITI Limited
(A Govt. of India Undertaking)
406, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

I) PRICING

a) Basic Pricing

S. No	Particulars	Charges
1	Hardware /Software Enablement Setting up dedicated website for e-tendering /e-procurement/e-auction in PB for five years	Free of cost
2.	Human Resource Enablement The enablement /product training /hand holding of users Officials of PB, Interested Contractor / Bidders at various places across the country in the office premises of PB.	Free of cost
3.	Imparting of Awareness programme for working Contractor/ Bidder	Free of cost

b) e-Tendering processing charges: payable by Bidder/Contractor

S.No.	Particulars	Charges
1	For Estimated Cost based Tenders e-tendering processing Fee payable by all Bidders per Tender / Work	0.1 % of Estimate Amount put to tender/Estimated contract value Minimum cap -- Rs. 750/- only Maximum cap -- Rs. 7,500/- only
2	Annual Registration Charges in e-Tendering website for Vendor / Supplier	Rs. 2,000/- (Rupees two thousand only) Per year

C. Optional Charges:

Digital certification / PKI: Arranging & Enabling the digital signatures certified by Comptroller of Certifying Authority, Government of India and the digital signature as provided by authorized Certifying Agency like e-muthra, TATA consultancy, MTNL etc.	Rs. 1,300/- per user per year. Rs. 2,000/- per user towards hardware token (ikey) to store the Digital Signature (One time charges)
e-Payment gateway: For earnest Money, Tender Cost etc.	This will be finalized as decided by PB. However, needful facilitation including linkage with e-Tendering software shall be facilitated by i/i/s ITI Limited free of cost.

(Signature)
(Signature)
F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

(Signature)
Manager (Industrial Development)
(Government of India Undertaking)
404, 2nd Floor, Connaught Place,
Gurgaon, Haryana, India

Note:

- a) All the charges mentioned above are exclusive of all taxes. The taxes and levies shall be applicable as per the statutory guidelines of Government of India.
- b) Optional charges covering Digital certification/e-Payment gateway are not part of this agreement being optional.
- c) All charges mentioned herein are subject to escalation by mutual consent of both the parties depending upon the circumstances.

ii). Delivery Schedule:

S. No	Activity	Delivery Period
1.	Hardware/ Software (including Procurement offices data) enablement and providing its URL to PB for providing its link on website.	Within 15 days from the date of signing of this agreement and receipt of data from PB relating to procurement offices.
2.	Human Resource Enablement covering product training/ hand holding of users in their office premises at Delhi.	Within 30 days from the date of signing of agreement.

iii). Responsibilities agreed to by ITI

1. Hosting of ITI e-Tendering Portal for PB on Servers arranged and paid by ITI.
2. Providing of Quality and Reliable service on 24X7 basis.
3. Providing and implementation of logistic support (in terms of training and hand holding only) of officials as well as contractors of PB.
4. Co-ordinating of assignment.
5. Devising Master Data Creation.
6. Maintenance of software as well as hardware meant for providing e-tendering service.
7. Retention of Records as per IT Act in archives for 05 (five) years which should be readily available to PB on demand, during currency of the contract. All the back-up data for 05 (five) years period shall be handed over to PB by ITI in the event of closure of the contract.

Francis
F. X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001

Francis
 FRANCIS TOMAR
 Manager (Technical Development)
 ITI Limited
 (Govt. of India Undertaking)
 407, 450, Main Market Road,
 Connaught Place, New Delhi-110001

IV). SCOPE OF WORK

1. Hosting and uploading of Notice Inviting Tender, tender document on the e-Tendering Portal as well as providing electronic transfer / upload of tenders for publishing on CPP Portal using XML upload facility.
2. Online registration of Contractors/ bidders and sale of Tender document.
3. Training to PB Officials and Contractors.
4. Online tender management (submission, opening etc.)
5. Generation of statements for technical bids and comparative statement for financial bids.
6. Short listing of bidders.
7. The e-Tendering would be implemented through ITI e-Tendering Portal.

V). TERMS AND CONDITIONS:-

1. The service contract between PB and ITI will be for a period of 5 (five) years and it will be renewed with mutual consent. However both the parties have the right to terminate the agreement during its currency by giving 90 days advance notice.
2. The project will be considered as started from the date of hosting first tender on the e-Tendering portal of ITI.
3. ITI shall provide a Performance Guarantee in the form of Bank Guarantee of a scheduled bank in favour of DDO, P&D UNIT, PRASAR BHARATI (BCI), DG: AIR, NEW DELHI - 110 001 for an amount of Rs.2,00,000/- (Rupees Two Lac Only) towards due performance of the service as agreed in this memorandum. The Performance Bank Guarantee shall be valid for a period of 62 months i.e. 60 days beyond the validity of this agreement.
4. The scope of project involves from hosting the Tender notification in the e-tender website till the opening of cost bid with generation of comparison statement. Services shall be available on 24X7 basis.
5. In case of any malfunctioning related to software/ hardware on server side, ITI agrees to rectify the same within one calendar day (8 hours). However, this

Francis
F. X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001

Francis
 Director (P. & D. Development)
 ITI Limited
 (Govt. of India Undertaking)
 100, Park Road, Connaught Place
 New Delhi-110001, India

condition is subjected to force majeure. ITI will indemnify PB against all losses, damages, expenses of whatsoever nature, arising out of the above said malfunctioning related to software / hardware of e-tender portal.

6. ITI shall not be liable for any failure or malfunction of any equipment or service, system software, hardware which were not provided by ITI for reasons not attributable to ITI's failure to properly install, operate or maintain such equipments or related services/ infrastructure.
7. Parties hereto agree that ITI will not be responsible for the contents of Tender Document or liabilities arising out of Tender Document. PB will indemnify ITI against all losses, damages and expenses, of whatsoever nature, arising out of Tender Document and this agreement, incurred by ITI.
8. During the subsistence of this Agreement, nothing in this agreement shall restrict or constitute any bar to enter into an agreement for same service/product with number of other third party as per the requirement of the ITI.
9. ITI shall enable the users to download the details of any tender complete with all enclosures (in soft copy) including comparative statement (in respect of opened tenders) in respect of all tenders till their finalisation.
10. ITI shall treat all the data and information collected from the PB during the project in strict confidence. The PB is expected to do the same in respect of ITI who will provide data information.
11. ITI has decided to provide software Tenderwizard on ASP basis.
12. The monthly periodical reports illustrating the up/down time of the e-Tendering system/services shall be submitted by ITI to PB. These reports may be based on the log/databases of the system/servers.
13. All the training will be carried out in PB premises. The training hall, audio-visual facilities / Multimedia projector, as may be needed, will be provided by PB for training purpose. PB will be circulating necessary information to all concerned officials as well as contractors for the training purposes.

[Handwritten signature]

F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001

[Handwritten signature]

Manager (Product Development)
ITI Limited
ITI Building, 11th Floor, Connaught Place, New Delhi-110001

14. PB shall provide free of cost office facilitation including related computer interaction to the representative deputed by ITI to hand hold PB officials procurement office of the PB.
15. The running of PB tender activity such as preparation of tender document, scrutiny, uploading, distribution of tender document, opening, evaluation etc activities would be managed by PB officials. ITI shall all along provide needed support for trouble free effective functioning of the entire system.
16. PB will appoint a dedicated Nodal Officer in its Headquarter for interaction with ITI Delhi. Similarly ITI will appoint Nodal officer for interaction with PB.
17. The documentation supplied by ITI will include user manual and vendor manual for each of the procurement office of PB.
18. The hosting would be carried out through appropriate URL. Also a demonstration cum training presentation shall be hosted on website to facilitate users i.e. PB Officials & its bidders.
19. Except in case of force majeure, ITI agrees to guarantee the service of the e-tender software and hardware and their satisfactory performance subject to fitness of hardware/ software on Client side PB.
20. ITI shall maintain disaster management. This is to ensure that un-interrupted e-tendering services are available to PB.
21. E-tendering system provided for PB shall comply with the CVC/DIT/ Govt. of India guidelines issued from time to time. It shall always be kept appropriately updated/modified.
22. A log of e-tendering operations including the untampered softcopies of e-tenders shall be maintained by ITI for later reference by PB.
23. System integrator appointed by PB, if any in future shall be facilitated for transfer of data by ITI appropriately & shall be free of cost.

[Faint signature]

[Signature]
F. X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001

[Signature]
ROSHNI KUMARI
 Manager (Business Development)
 ITI Limited
 (Govt. of India Undertaking)
 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th

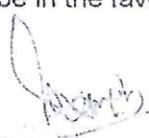
24. Modification of e-tendering software for interaction with the other products/third party software of PB will be charged separately. However PB may transfer data through bridge free of cost.
25. All tender documents shall be freely downloadable by all contractors /bidders, who are registered on e-tender website with ITI.

Penalty Clause:-

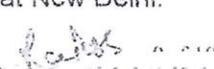
26. The service provider shall be charged penalty of Rs.1000/- (Rupees One Thousand Only) per Hour subject to a maximum of Rs. 2, 00,000/- (Rupees Two Lakh Only) in case of non-working of the service/server(s), because of which working of e-Tendering is held up due to the fault of ITI.
27. ITI shall ensure 99.5% uptime of the servers/services. The routine maintenance /upgradation works shall be carried out to ensure that downtime is minimal. However, if the e-Tendering system may need to be put down for doing routine maintenance/upgradation work, it will be planned under prior intimation to PB well in advance and shall not exceed 0.5%. PB shall not charge penalty for such planned downtime of servers/services.
28. ITI shall not be penalized for force majeure, non-availability of internet & fitness of hardware /software on client side.

VI) PAYMENT TERMS

1. At e-tendering processing fee shall be collected by "ITI" from participating Contractors through on-line e-payment gateway i.e. on Credit / Debit Card or any other mode found suitable by ITI. However, if due to any unavoidable reason if e-payment facilities are not working, the Tender processing fee can be submitted by participating Contractors in the form of DD, favoring "M/s ITI Limited" & payable at, New Delhi, with the concerned EE/AE. who shall remit the same to ITI forthwith.
2. ITI will collect aforesaid annual vendor registration through e-payment gateway or in form of Demand Draft from the PB bidders/contractors. Payment (DD/e-payment) should be in the favour of M/s ITI limited payable at New Delhi.



F.X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001


A. DHANU KUMAR
 Manager (Business Development)
 ITI Limited
 (Govt. of India Undertaking)
 23, 24, 25, Medhok Road,
 Connaught Place, New Delhi, Delhi-110001

3. ITI e-tendering system has e-payment gateway facility. PB shall identify and tie up with Bank for e-payment for tender document cost & EMD. ITI will provide link with e-Tendering system as and when required by PB in the context.

VII) Limitation of Liability: To the full extent permitted by law, ITI shall not be liable to the other party/third party for any loss or damages howsoever arising, including the loss of profits, business interruption, loss of business information or any other Indirect, incidental, consequential or special loss or damages.

VIII) Governing Law and Jurisdiction:-This agreement and all of the rights and obligation of the parties to this agreement and all of the terms and conditions of the agreement will be constructed, interpreted and applied in accordance with and governed by and enforced under the Indian Laws. Delhi courts only shall have exclusive jurisdiction over all the matters connected with this agreement.

IX) Amendment Clause: This agreement may be modified and/or amended, with mutual consent, only by a written instrument executed by authorized representative of the parties hereto. This shall besides other aspects include extension of the validity of the agreement.

X) Assignment Clause:-The parties shall not transfer any interest, right, benefits of obligation under this agreement without the prior written consent of other party, and that each shall have the right to assign this agreement to a third party successor to all or substantially all of the business and / or assets of the assignment party to which this agreement relates but only with the prior written consent of the other party.

XI) Arbitration Clause: Any dispute or differences of any kind whatsoever if arises between ITI and PB with regard to scope of work and its services during the currency of this agreement shall be referred first to Dispute Resolution Committee constituted as under:

- | | |
|--|----------|
| i) Additional DGE AIR/DD | Chairman |
| ii) Member nominated by M/s ITI Ltd., | Member |
| iii) Dedicated Nodal officer at AIR/DD | Member |

Handwritten signature

Handwritten signature
F. X. TOPPO
 Chief Manager (Mktg.)
 ITI LIMITED
 (Govt. of India Undertaking)
 New Delhi-110001

Handwritten signature
RAJESH KUMAR
 Manager (Business Development)
 ITI Limited
 (A Govt. of India Undertaking)
 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1

In case the dispute is not resolved through aforesaid Dispute Resolution Committee, the matter shall be referred to a Sole Arbitrator appointed by Chief Executive Officer, Prasar Bharati. The Arbitration proceedings shall be at Delhi and governed by Arbitration and Conciliation Act, 1996.

WITNESS WHEREOF, the Parties hereto have caused this Contract/Agreement to be signed in their respective names as of the day and year first above written

For Prasar Bharati

For ITI Limited

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Witness

DEवेश KUMAR
Manager (Business Development)
ITI Limited
(Govt. of India Undertaking)
ITI, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

1. *[Signature]*
.....16/04/13
(DEVESH KUMAR, DDE)
P&D Unit, DG AIR

1. *[Signature]*
.....
(RANDESH KUMAR)
AE (P&D) ITI Ltd

2. *[Signature]*
.....16/04/13
(MADHOKAR SINGH RAJAT, AE)
P&D UNIT, DG AIR
N. DELHI

2. *[Signature]*
.....
NANDKISHORE
AE (P&D) ITI Ltd

[Signature]
F. X. TOPPO
Chief Manager (Mktg.)
ITI LIMITED
(Govt. of India Undertaking)
New Delhi-110001