

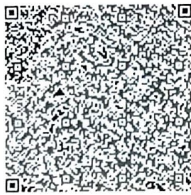
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL23461276361145S
Certificate Issued Date : 14-Feb-2020 10:33 AM
Account Reference : IMPACC (IV)/ dl729603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL72960355815879262452S
Purchased by : BECIL
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BECIL
Second Party : Not Applicable
Stamp Duty Paid By : BECIL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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AGREEMENT FOR RENDERING PROFESSIONAL SERVICES ON TURNKEY BASIS FOR
ESTABLISHMENT OF COMMUNITY RADIO STATION AT GOALPARA COLLEGE
GOALPARA-783101, ASSAM

[Handwritten signature]



[Handwritten signature] 18/3/2020

This agreement for rendering professional services on turnkey basis for establishment of community radio station is made on this day of February 2020.

BETWEEN

Broadcast Engineering Consultants India Limited, a Govt. of India Enterprise-under Ministry of Information and Broadcasting, with 100% equity shares held by the Government of India, under the Indian Companies Act, 1956, having its Head Office at 14-B, Ring Road, I.P. Estate, New Delhi-110002 represented by its _____ (hereinafter referred to as "BECIL") which expression unless repugnant to the context or meaning thereof shall mean and include its successors in office and permitted assignees.

AND

Goalpara College as an institution which expressions shall include its successors and permitted assigns

(BECIL and Goalpara College hereinafter also referred to as 'Party' or 'Parties' as per the context)

WHEREAS, Goalpara College has decided to set up a FM Community Radio Station in their Institution

AND WHEREAS BECIL is an established consulting and turnkey solution provider in the field of radio and television broadcasting, transmission and information technology. BECIL has requisite qualifications and experience in FM Community Radio Station.

AND WHEREAS, Goalpara College is desirous to obtain the professional services of BECIL on turnkey basis for setting up their FM Community Radio Station and BECIL is willing to provide such services on the terms and conditions hereinafter set forth and

NOW THEREFORE, in consideration of the premises and other mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows:

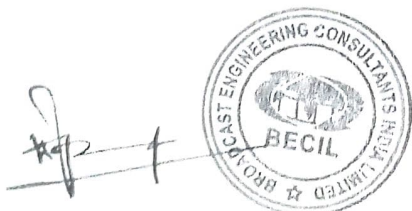
NOW THEREFORE, in consideration of the premises and other mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows:

1. SERVICES

BECIL shall provide the professional services on turnkey basis to Goalpara College as required for completing the work throughout the term of this Agreement. The scope of work and services to be rendered by BECIL are enumerated in **Schedule 'A'** of this Agreement.

2. TERM OF AGREEMENT

- This agreement shall be effective from the date first set forth above and shall continue till completion of the project i.e. 4 (four) months from the date of signing of the agreement.
- This agreement may only be extended by mutual agreement of the parties in writing.
- The time period stated above considering that all the statutory approvals have been obtained from various Government Departments.
- Notwithstanding anything contained herein above the obligation of the parties under clauses, 4, 6, and 7 shall survive the expiration of this agreement and shall continue for the terms as specified in the aforesaid clause respectively.



3. FEES AND EXPENSES

For the services as enumerated at **Schedule 'A'**, Goalpara College shall pay to BECIL as per the terms & conditions mentioned at **Schedule 'B'** and the fee as given at **Schedule 'C'** of this agreement.

4. CONFIDENTIAL INFORMATION AND TRADE SECRETS

- 4.1 In connection with the services, which BECIL is providing to under this agreement, the parties may come into contact with confidential matters of each other including:
- i) Technical information, such as know-how, formulae, computer programs, drawings, secret processes or machines, inventions or research projects
 - ii) Business information, such as information about costs, profits, markets, sales, lists of customers or business plans
 - iii) Plans for future development or
 - iv) Other information of a similar nature not generally known outside.
- 4.2 The Parties, for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration or termination of this agreement, except with the written consent of the other party, excepting any information as may be required by law, or any regulatory authority for the parties to perform its obligations under this agreement or such information may come into the public domain otherwise than by a breach of this agreement.
- 4.3 The parties further agree that upon expiration or termination of this agreement, they will promptly deliver to each other all materials in its or its employees' possession or control containing such confidential information.
- 4.4 The provisions of this article shall survive even after expiration or termination of this agreement for a period of 1 (One) year.

5. INDEMNIFICATION

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

6 COMPLIANCE WITH LAWS

- 6.1 Each Party represents and warrants that it has conducted and will conduct its affairs and activities in respect of the services to be rendered under this Agreement in accordance with all applicable laws, rules, regulations, orders and decrees of any court or governmental authority.
- 6.2 Each Party agrees that it shall at all times comply with and that all rights and obligations hereunder shall be subject to applicable laws, and has passed such resolutions by the Board of Directors and Shareholders of the respective Parties as required under the provisions of the Companies Act, 1956.

7. CONFLICTING AGREEMENTS

The parties represent and warrant that they are not party to any agreement or under any obligation which conflicts with the terms of this agreement or which prohibits them from effectively carrying out its responsibilities under this agreement.



8. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

9. TERMINATION

9.1 The term of this agreement shall expire on completion of the project.

9.2 Either party may give a 60 days written notice to each other if there is substantive breach in the deliverables of the project as agreed upon on paper between BECIL and Goalpara College.

10. NOTICES

10.1 Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.


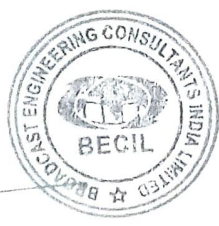
10.2 Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) By being personally served on the designated party; or
- (b) By being sent to the party's designated address for service by prepaid ordinary mail; or
- (c) To the designated facsimile; or
- (d) To the designated e-mail address

The particulars for service to each Party are;

BECIL	Goalpara College
<p>Head Office Broadcast Engineering Consultants India Ltd. 14-B, Ring Road, Indraprastha Estate, New Delhi – 110002</p> <p>Tel: 91-11-23378823/24/25 Fax: 91-11-233798825 Email: contactus@becil.com</p> <p>Corporate Office Broadcast Engineering Consultants India Ltd. "BECIL Bhawan" C-56A/17, Sector-62, Noida-201309 Fax: 91-120-41177879</p>	<p>The Principal Goalpara College P.O. & District: Goalpara-783101, Assam</p> <p>Telephone: +913663-240046 Mobile: +91 7399002231 Email: subhashglp@gmail.com</p>

Each party has the right to change the place to which and the person or official to whom, notice shall be sent or delivered by similar notice sent in like manner to the other party. Any notice shall be deemed to have been given when personal delivery is made or 5 days after deposit in the mail as provided above or one business day after delivery to overnight delivery service or upon receiving FAX transmission confirmation.




11. ENTIRE AGREEMENT

This agreement represents the understanding between the parties hereto and supersedes any and all other promises, understandings or agreement, whether written or oral, with respect to the subject matter hereof. It may only be modified by a written instrument signed by both parties and expressly referring to this agreement.

12. SEVERABILITY

If any provision of this agreement is held illegal or unenforceable by any court of law or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi.

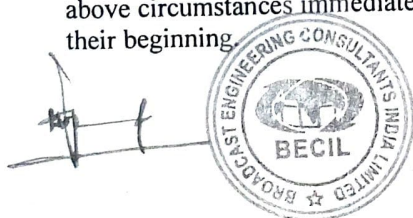
14. ARBITRATION

If a dispute or difference of any kind whatsoever arises between the parties in connection with, relating to or arising out of this Agreement.

- 14.1 The parties shall attempt to settle such disputes in the first instance by mutual discussions between designated representatives of the Parties.
- 14.2 If the dispute cannot be settled within 7 days (which may be extended with consent) by mutual discussions between the designated representatives of the parties, the dispute shall finally be settled by Arbitration under the provisions of The Arbitration and Conciliation (Amendment) Act, 2015. The award of the arbitrator shall be final and binding upon the parties hereto.
- 14.3 The Arbitration and Conciliation (Amendment) Act, 2015, the rules made there under and any modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings as above. The venue of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English language.
- 14.4 Upon any and every reference as aforesaid, the assessment of costs, interest and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
- 14.5 The Courts at New Delhi shall have the jurisdiction over all disputes.

15. FORCE MAJEURE

- a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.



- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than one month's either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

16. After successful completion of the project BECIL shall be allowed to prominently place a plaque with the following:-

"The Project of Setting up of Community Radio Station at **Goalpara College**, was carried out by **Broadcast Engineering Consultants India Limited**"




बेसिल


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in one or more counterparts as of the day and year first above written.

SIGNED BY

For and on behalf of BECIL

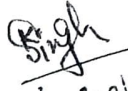
For and on behalf of Goalpara College


डबल्यू. बी. प्रसाद / W.B. PRASAD
महाप्रबन्धक / General Manager
ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड
सूचना एवं प्रसारण मंत्रालय के अधीन-भारत सरकार का उद्यम
Broadcast Engineering Consultants India Limited
A Government of India Enterprise - Under Ministry of Information & Broadcasting



Dr. Subhash Barman
Principal Goalpara College
Goalpara,

In presence of following witnesses :

In presence of following witnesses :

1. 
Khuswinder Singh Bhatia

1. 
(Dr S N Sarma)

2. 
(ANISH KHANNA)

2. 
(Ajit K. Mallick)

