

PRASAR BHARATI
Content Sourcing Division
Copernicus Marg, New Delhi

No.40/1/2021-P.6 (Content Sourcing)

Dated: 01-09-2022

Subject: Notice for inviting Applications for grant of exclusive global license in respect of the programme “Swaraj”for five years to OTT platform through e-Auction process.

Prasar Bharati invites applications from the OTT Platforms (Netflix, Hotstar, Voot, Jio Cinema, Airtel Xpress, Zee5, SonyLiv, Eros Now, Shemaroo, Amazon Prime, Alt Balaji, Discovery Plus, Mx Player) to grant exclusive global license in respect of the programme “Swaraj” for five years. The programme is being commissioned by Prasar Bharati to commemorate 75 years of India’s Independence. The programme is focussed on unsung heroes and battles of India’s Independence all across the country. The grant of exclusive license by Prasar Bharati shall authorise the OTT Platform to upload and store the programme on its server for the purpose of communicating the programme to the public through such OTT Platform, whether free of cost, or on payment of any charges by the viewing public, as per the detailed terms and conditions of the license agreement.

2. Granted rights also includes Rights to create clips and upload them on YouTube and social media applications/ handles (for promotion and commercial exploitation), temporary downloads/offline viewing for 30 days, rights to sell sponsorships and advertising time. However OTT platforms will not be permitted to make any alteration/addition in the programme or clips except subtitling.
3. Clips are to be used in fair and judicious manner and by the rights holder only. Use must be in harmony with spirit and objectives of the series and shall not be used out of context so as the distorted picture of freedom struggles or freedom fighters. They are also not to be used in a manner that might create any communal, ethnic or regional bias or for political purpose.



4. The programme has 75 episodes having duration from approximately 44-50 minutes. Average duration of episodes of the programme will be about 48 minutes. The programme is originally being produced in Hindi language and will be dubbed in English and 9 other languages namely Marathi, Odia, Tamil, Telugu, Malayalam, Kannada, Bengali, Assamese and Gujarati. There will not be the subtitling of the episodes. However, the Prasar Bharati shall provide the scripts of the episodes in case OTT platform intends to subtitle the episodes at its own cost.
5. A detailed description of the programme is given at Annexure-I. Prasar Bharati can also arrange preview of one episode of the programme for the applicants.
6. The reserve (base) price for grant of license of 75 episodes of programme in Hindi and dubbed versions in English and nine other regional languages as mentioned in Para#4 is Rs 12 crore plus GST. (Rs 11.50 Cr for Hindi versions and Rs 0.50 Cr for all remaining language versions for 75 episodes). The ratio of 115: 5 will be used for determining the final price of Hindi version and all other language versions from the quoted price.
7. Each episode of the programme of a particular language can be placed on OTT platform after its first telecast on Doordarshan Network.
8. License period of five years for the programme in a particular language shall commence from date of supply of first episode of the programme in that particular language by Prasar Bharati to the successful OTT platform.
9. Content syndication with other OTT platforms outside Indian Territory is permitted. It is clarified that OTT platforms to which content is syndicated shall not make the content available within the territory of India.
10. License shall be granted to the highest bidder through the process of e-Auction. Date of conducting of e-Auction process will be intimated later to the successful applicants.
11. Incremental amount beyond the reserve price in the e-auction process will be Rs. Five Lakh and multiples thereof. The e-auction process will continue till there is no further bidding. License shall be granted to the highest bidder.



12. The OTT Platforms desirous of participating in the e-auction will be required to submit the following:

- i. Application as per Annexure-II.
- ii. Integrity Bond as per Annexure-III.
- iii. Bid security amount of Rs 24,00,000 (twenty four lakhs) in the form Account Payee Demand draft, Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form. Bid Security is to be deposited to Section Officer, Content Sourcing Division, Room No 1005, Tower B, Doordarshan Bhawan Copernicus Marg, New Delhi. Bid Security shall be valid for a period of 120 days. Account Payee Demand draft, Bankers Cheque will be in favour of "PB (BCI) Doordarshan Commercial Service, New Delhi."
- iv. An Undertaking as per Annexure-V

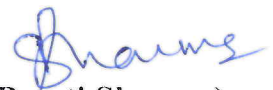
13. Bid security amount will be refunded to the unsuccessful bidders within three weeks after declaration of the result of e-auction. Bid security amount will be refunded to the successful bidders after submission of performance Security Deposit.

14. The successful Bidders will be required to furnish Performance Security Deposit valid for five years and six months from the date of issue within 7 days of placement of contract at the rate of 3% (three percent) of value of contract in one of the acceptable forms. Performance Security shall be in the form of Account Payee Demand draft, Fixed Deposit Receipt (FDR), Bankers Cheque or Bank Guarantee from an Indian scheduled Commercial Bank in an acceptable form.

15. The successful bidder shall make the payment as per the following schedule:

1.	Within seven days of signing of the agreement ("1 st installment")	Rs 3Crore
2.	Subsequent installments within 45 days of the scheduled date for payment of the previous installment starting from the "1 st installment". Total number of such instalments shall be 10(Ten).	Subsequent installment amount= (Bid amount minus Rs 3 Crore) ÷ 10

16. In case, any instalment is not paid within the scheduled date, a notice to this effect shall be issued to the defaulter to deposit the due payment along with penalty as mentioned in the Para # 17 (below) within seven days.
17. A penal interest of 12% per annum shall be charged from the due date of payment. The penal interest shall be charged for the entire month for a payment default of seven days or part thereof.
18. In case the instalment due along with the penal interest is not paid within seven days from its scheduled due date, the Bid security Fee/PBG along with any installment already deposited by the bidder till date, may be forfeited and license may be withdrawn.
19. Online Training will be provided to all the participants by PB before the commencement of actual e-Auction process.
20. Prasar Bharati reserves the rights to accept/reject/cancel/amend the e-Auction process at any time during the e-auction or after the e-auction.
21. The Last Date for submission of applications is 12-09-2021. The completed application along with the requisite documents may be submitted to contentsourcingdivision@gmail.com followed by the submission of hard copy at DG:Doordarshan, Room No. 1005, Film Section, Tower B, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 by 4 PM on 12.09.2022.
22. In case of any query regarding submission of online bid, the applicants may contact at our e-mail – contentsourcingdivision@gmail.com.



(Preeti Sharma)
Director (Content Sourcing)
Phone No. : 011-23114602
Date : 01/09/2022

Programme- SWARAJ

1. The programme "Swaraj" is being produced to commemorate 75 years of India's Independence. The programme focuses on long struggle of Bhartiya people against colonial onslaught, tales of the warriors who had made the supreme sacrifice for the country but for some reasons stories of their sacrifice could not reach larger Indian population. The programme extensively covers the facts which have remained unexplored and beyond the public consciousness. The programme is made with the objective to take these stories to masses to instil pride and love for the nation.
2. The programme will provide comprehensive understanding of the meaning, origin and consequences of colonization attempted by the foreign powers from time to time. India's past has been documented by the Islamic invaders and rulers and the British, French, Dutch or Portuguese colonialists in such ways which suited their political, ideological and economic interests. For most of the people, overall picture of India's search for 'Swaraj' goes back only to the British period which has been depicted as the history of political colonizers with sole purpose of monopolizing the Indian economy for trade benefits. This programme aims to reproduce an audio-visual history of India's search for 'Swaraj'. Onscreen historical narrative framed in the larger discourse of search and establishment of 'Swaraj' (self) in India will help the national and international audiences to understand the spirit of the country with a true perspective.
3. A 75 episodes (each episode having average 48 minutes duration) series narrates stories of unsung warriors of Swaraj, be it queen Abbakka of Coastal south or U Tirot Singh of North East. Each episode of the programme is focused on one or more such unsung warriors or battles. The entire 75-episode series cover these unsung warriors /battles across all the region of the country.
4. Each episode is aimed to reflect the idea of Swaraj in all the heroes. Various rare archival resources have also been explored to compile the research. An advisory Committee of eminent historians and a team of researchers have been engaged for this purpose.
5. The series covers the period of approx 500 years from 1498 to 1947. It starts with glorious India of that period, invasion of Vasco-da-Gama and concludes with India attaining Swaraj.
6. Series also highlights the actual cultural and social ethos of each era and truly throws light on our roots and traditions.
7. Series will be on air in Hindi, English along with nine regional languages simultaneously.



8. Each episode has a different background, look & feel and high-end graphics. The series is being produced by M/s Contiloe Pictures, a well-known production house.
9. An extensive promotion plan through print, digital, cinema, OTT and TV has been rolled out to promote the programme.

Sharma

APPLICATION FORM

Application from OTT Platforms for the registration of e- Auction for grant of exclusive global license of the programme “Swaraj” for five years

S.No	Particular	Details
1.	Name of the bidder	
2.	PAN No. of the bidder	
3.	GST Number of the bidder	
4.	Nature of bidder (Propriety/Partnership/Company)	
5.	Please specify the name of the authorized signatories for signing the documents and agreements.	
6.	Address of the Bidder	
7.	Name and Address and Contact details of the authorized representative of the bidder	
7	Name of the OTT platform on which the content would be placed.	
8.	Contact person with contact details including Mobile No. & Email Bid Security amount	Please specify the details of payments like in case of Demand draft, DD No..... , amount, date

Place:

Dated:

(Signature of Authorised Signatory)

Name & Designation of Authorised Signatory:

(Seal of the bidder)



THE INTEGRITY PACT

THIS Agreement, hereinafter called the INTEGRITY PACT, is made at New Delhi on this , 2022 between **PRASAR BHARATI (Broadcasting Corporation of India)**, a body corporate established under the Prasar Bharati (Broadcasting Corporation of India) Act, 1990, having its main office at Prasar Bharati House, Copernicus Marg, New Delhi – 110 001, hereinafter referred to as "PRASAR BHARATI" (which expression shall include its successors, administrators, representatives and permitted assigns)

AND

....., an individual/a sole proprietorship firm owned by...../ a partnership firm/Limited Liability Partnership/ a company incorporated under the Companies Act, 2013, and having its Registered Office at....., represented by.....vide authorisation letter/ board resolution dated....., hereinafter referred to as " the OTT PLATFORM" (which expression shall include its successors, administrators, representatives and permitted assigns).

PRASAR BHARATI and the OTT PLATFORM shall be collectively referred to as the Parties.

WHEREAS the Prasar Bharati has made an offer to OTT Platform of its content in the genre of **Docu-Drama** tentatively titled "Swaraj" comprising of 75 episodes of average duration of 48 minutes (44-50 minutes each) (hereinafter referred to as 'the Content'), for digital transmission/VoD on their platform.

AND WHEREAS OTT Platform has agreed to participate in the laid down selection process (the selection process).

AND WHEREAS the Parties are committed to avoid all forms of corruption by following a system, which is fair, transparent and free from any influence / prejudiced dealing during and subsequent to the selection process.

NOW, THEREFORE, THIS INTEGRITY PACT WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES AS UNDER:

1. COMMITMENTS OF PRASAR BHARATI

a) PRASAR BHARATI undertakes that no official of PRASAR BHARATI, connected directly or indirectly with the selection process, shall, either personally or through any of his family members, will demand, take a promise for, or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the OTT PLATFORM, either for himself or for any person or organization, in exchange for an advantage to the OTT PLATFORM in the selection process.

b) PRASAR BHARATI shall treat all the applicant OTT Platforms fairly and equally.

c) In case any misconduct on the part of any official of PRASAR BHARATI is reported by the OTT PLATFORM to PRASAR BHARATI with full and verifiable facts and the same is prima facie found to be correct by PRASAR BHARATI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings, may be initiated by PRASAR BHARATI and such person shall be debarred from further dealings related to the selection process. In such a case, while an enquiry is being conducted by PRASAR BHARATI, the selection process would not be stalled, unless considered necessary.

2. COMMITMENTS OF THE OTT PLATFORM

a) The OTT PLATFORM commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the selection process or during any pre- agreement or post-agreement stage in order to secure any benefit or in furtherance of securing it.

b) The OTT PLATFORM shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of PRASAR BHARATI connected directly or indirectly with the selection process, or his family member, or to any person, organization or third party claiming to be having access to or acting on behalf of such official, in exchange for any advantage in the selection process or thereafter.

c) The OTT PLATFORM further declares that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement, to any official of PRASAR BHARATI, or his family member, or otherwise, in order to influence the selection process, or for showing or forbearing to show favour or disfavour to any person in relation to the selection process.

d) The OTT PLATFORM will not collude with other OTT Platforms participating in the selection process to impair the transparency, fairness, and progress of such process or implementation of the decisions taken in the course of such process.

e) The OTT PLATFORM commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

f) If the OTT PLATFORM, or any employee of the OTT PLATFORM, or any person acting on behalf of the OTT PLATFORM is a relative of any of any officer of PRASAR BHARATI; or alternatively, if any relative of an officer of PRASAR BHARATI has financial interest/stake in the OTT PLATFORM's firm, the same shall be disclosed by the OTT PLATFORM. The term, relative for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

g) The OTT PLATFORM shall not lend or borrow any money or enter into any monetary dealings or transactions, directly or indirectly, with any employee of PRASAR BHARATI.

3. PREVIOUS TRANSGRESSION, IF ANY, OF THE OTT PLATFORM

a) The OTT PLATFORM declares that no previous transgression has occurred during the last three years immediately preceding the signing of this INTEGRITY PACT,

with any other entity in any country in respect of any corrupt practices envisaged hereunder, or with any Public Sector Enterprise in India, or any Government Department in India that will justify OTT PLATFORM's exclusion from the TENDER process.

b) The OTT PLATFORM agrees that if it makes any false declaration as referred to in the immediately preceding para, it may be disqualified from the selection process, and if selected, such selection may be declared by PRASAR BHARATI as null and void. As a natural consequence, an agreement for procuring (by OTT Platforms) the content, if already entered into, may be terminated on such ground.

4. SANCTIONS FOR VIOLATIONS

Any breach by the OTT PLATFORM of any provision contained in clauses 2 and 3 ,or by any one employed by it or acting on its behalf (whether with or without the knowledge of the OTT PLATFORM), shall entitle PRASAR BHARATI to take all or any one of the following actions, wherever required: -

a) To immediately disqualify the offer made by the OTT PLATFORM from being considered in the selection process without assigning any reason, or giving any compensation. The selection process with other applicants shall continue.

b) The Security Deposit/ Performance Bond (in the event of the agreement for procurement of content having been signed) shall stand forfeited either fully or partially, as decided by PRASAR BHARATI and PRASAR BHARATI shall not be required to assign any reason there for.

c) To rescind the agreement for procurement of content by OTT Platform, if already signed, without giving any compensation to the OTT PLATFORM.

d) To recover all sums due to be paid to PRASAR BHARATI, with interest thereon at 2% higher than the prevailing Benchmark Prime Lending Rate of State Bank of India. If any outstanding payment is due to the OTT PLATFORM from PRASAR BHARATI, such outstanding payment may also be utilized to recover the aforesaid sum and interest.

e) To encash any bank guarantee or performance bond furnished by the OTT PLATFORM, in order to recover any money due to be paid to PRASAR BHARATI with any interest thereupon.

f) To rescind all or any other contract with the OTT PLATFORM. The OTT PLATFORM shall be liable to pay compensation for any loss or damage to PRASAR BHARATI resulting from such rescission and PRASAR BHARATI shall be entitled to deduct the amount so payable from the money(s) due to the OTT PLATFORM.

g) To debar the OTT PLATFORM from participating in future bidding processes of the Government of India/ PRASAR BHARATI for one to three years, which may be further extended at the discretion of PRASAR BHARATI.

h) If any transgression by the OTT PLATFORM, or any one employed by it, or acting on its behalf (whether with or without the knowledge of the OTT PLATFORM) constitutes an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption, PRASAR BHARATI may take suitable legal action in this regard.

i) The decision of PRASAR BHARATI to the effect that a breach of the provisions of the INTEGRITY PACT has been committed by the OTT PLATFORM, shall be final and conclusive on the OTT PLATFORM. However, the OTT PLATFORM can approach the Independent External Monitor appointed for the purposes of the INTEGRITY PACT.

5. INDEPENDENT MONITORS

a) PRASAR BHARATI has appointed an Independent External Monitor (hereinafter referred to as "MONITOR") for this INTEGRITY PACT in consultation with the Central Vigilance Commission (Address and contact details of the Monitor are:

(i) Shri Vishwanath Giriraj, IAS (Retd.)

Email: vgiriraj@rediffmail.com

(ii) Smt. Meenakshi Mishra, IA & AS

Email: pcmishra@hotmail.com

b) The MONITOR shall be authorised to review independently and objectively, whether and to what extent the parties are complying with the obligations under the Integrity Pact.

c) The MONITOR shall not be subject to instructions by the representatives of the Parties and shall perform his functions neutrally and independently. He will report his findings to the Chief Executive Officer, Prasar Bharati (CEO, PB).

d) The Parties accept that the MONITOR has the right to access without restriction, all the documents relating to the selection process and post selection activities, including minutes of meetings.

e) The OTT PLATFORM accepts that the MONITOR has the right to access without restriction, all information and documents related to the selection process, including those provided by the OTT PLATFORM. The OTT PLATFORM shall also provide to the MONITOR, upon his request and demonstration of a valid interest, any information as well as unrestricted and unconditional access to its documents that have any relationship with the offer made by it. The MONITOR shall be under contractual obligation to treat the information and documents of the OTT PLATFORM with confidentiality.

f) If so requested, The PRASAR BHARATI will provide to the MONITOR sufficient information about all meetings among the Parties, which relate to the selection process. Parties will also agree to the MONITOR's participation in such meetings, if so requested.

g) As soon as the MONITOR notices, or believe to notice, a violation of the INTEGRITY PACT, he will so inform the authority designated by the PRASAR BHARATI for the purpose, with a copy to the Chief Vigilance Officer, Prasar Bharati (CVO, PB), and request them to take corrective action, if so required. He will also inform separately to CEO, PB, with copy to CVO, PB. The MONITOR may in this regard submit non-binding recommendations. Beyond this, the MONITOR has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

h) The MONITOR will submit a written report to CVO, PB within 4 to 8 weeks from the date of reference or intimation to him by PRASAR BHARATI or OTT PLATFORM, and should the occasion arise, suggest corrective measures.

i) If the MONITOR has reported to CEO, PB and CVO, PB, about a substantial suspicion of an offence under the relevant IPC/PC Act and they have not, within reasonable time, taken any visible action, the MONITOR may also transmit the information directly to the Central Vigilance Commissioner

6. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of the INTEGRITY PACT, PRASAR BHARATI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the OTT PLATFORM and the OTT PLATFORM shall extend full cooperation in this regard, including providing necessary information and documents in English.

7. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian laws and courts at Delhi shall have jurisdiction.

8. OTHER LEGAL PROVISIONS/ ACTIONS

a) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws, both civil and criminal.

b) Any dispute or difference arising between the Parties with regard to the terms of the INTEGRITY PACT, or any action taken by PRASAR BHARATI in accordance with the INTEGRITY PACT, or interpretation thereof, shall not be subject to arbitration.

c) The Parties agree that the INTEGRITY PACT has precedence over any notification issued by Prasar Bharati, calling for offers from OTT Platforms, or any agreement signed between the Parties after the selection process.

9. VALIDITY

a) In case the offer of the OTT PLATFORM is successful, the validity of the INTEGRITY PACT shall be w.c.f. the date of its signing and shall extend up to 5(five) years, or till complete fulfilment of respective rights of the Parties available to them under any post selection agreement, whichever is later.

b) In case the offer of the OTT PLATFORM is unsuccessful in the selection process, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the agreement by the successful applicant.

c) Should one or more provisions of the INTEGRITY PACT turn out to be invalid, the remainder of it shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

d) If any claim is lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite its lapse as specified hereinabove.

IN WITNESS WHEREOF the Parties have put their hands on the day and year first herein above written.

(For & On behalf of the Prasar Bharati) (For & On behalf of OTT PLATFORM)

(Office Seal)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE-IV (FORM-IV)

(PROFORMA OF BANK GUARANTEE FOR BID BOND)

Bank Guarantee No. _____

Ref :

To
PRASAR BHARATI
(India's Public Service Broadcaster)
DIRECTORATE GENERAL: DOORDARSHAN
DOORDARSHAN BHAWAN, COPERNICUS MARG,
NEW DELHI – 110001

Dear Sirs,

Whereas the PRASAR BHARATI(India's Public Service Broadcaster), DIRECTORATE GENERAL: DOORDARSHAN having its head office at DOORDARSHAN BHAWAN, COPERNICUS MARG, NEW DELHI – 110001(hereinafter called the Organization) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees, has floated a Tender No. _____ and M/s _____ having Registered/ Head Office at _____ (Hereinafter called the "Bidder" which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rupees _____ Only) for the due performance of Bidder/'s obligations as contained in the terms of the Notice inviting Tenders (NIT) and other terms and conditions contained in the Tender Documents supplied by the Organization specially the conditions that (a) Bidder shall keep his tender open for a period of day, i.e., from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the Organization(b) the Bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the Organization within the required time. The Bidder has absolutely and unconditionally accepted these conditions. The Organization and the Bidder have agreed that NIT/tender document is an offer made on the condition that the tender, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the Organization for a period of _____ days, i.e., from _____ to _____ or any extension thereof and that making of the tender itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in NIT and the tender documents. They have further agreed that the contract consisting of NIT/Tender documents as the OFFER and submission of the tender as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the tender is finally accepted by the Organization. The consideration for this separate initial contract preceding the main contract is that the Organization is not agreeable to sell the NIT/tender documents to the Bidder and

to consider the tender to be made except on the condition that the tender shall be kept open for the period indicated above and the Bidder desires to make a tender on this condition after entering into this separate initial contract with the Organization promises to consider the tender on this condition and Bidder agrees to keep this tender open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered _____ (indicate the name of Bank) under the laws of _____ having head/registered office at _____ (hereinafter) referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees _____ at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the Organization on the bank shall be conclusive and binding notwithstanding any difference between organization and the Bidder or any dispute pending before any court arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the Organization in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the Organization at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.

4. The bank further agree that as between the bank and the Organization, for purpose of the guarantee, any notice of the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above given to the bank by the Organization shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the Organization or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agrees with the Organization that the Organization shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the Organization or any indulgence shown by the Organization to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rupees (_____ only) in aggregate and it shall remain in full force upto and including 45 days after _____ unless extended further (indicate the last date of validity period) 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 and including 45 days after the expiry of extended period. Any claim under this guarantee must be received by us before the expiry of 45 days from _____ or (indicate the last date of validity period) before the expiry of 45 days after the expiry of extended period, if any, if no such claim has been received by us within 45 days after the said date/extended date, the rights of the Organization under this guarantee will cease subject to Para 8. However, if such a claim has been received by us within and upon forty five days after the said date/extended date, all rights of the organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the contractor furnished to the Organization a bank guarantee for Rs. _____ (in figure) (Rupees _____ only) (in words) towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by this Organization by the required date the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of the organization under this guarantee will cease. However if such a claim has been received by us within and upto 120 days after the said date/extended date all rights of the Organization under this guarantee will cease. However, if

such a claim has been received by us within and upto 120 days after the said date/extended date. all rights of the Organization under this guarantee shall be valid and shall not cease until we have satisfied that claim.

8.The Bank confirms that this guarantee has been issued with the approval of appropriate Exchange Control Authority in _____ and any other authority(indicate the name of the country of issue of Guarantee) if required as per the laws of the country of issue of guarantee.

The bank confirms that this guarantee has been issued with observance of the appropriate Exchange Control rules and Regulations of the country.

In witness whereof the Bank, through its authorized officer, has set its hand & stamp on this _____ day of _____ at _____ of _____ (month & year)

Signature

(Full name in capital letters)

(Designation with bank stamp)

Date.....

Witness No. 1

Signature
Full name and Address (in capital letters).....
.....
.....

Witness No. 2

Signature
Full name and Address (in capital letters).....
.....

INSTRUCTIONS

(FOR FILLING UP BANK GUARANTEE FOR BID BOND)

1. The bank guarantee should be stamped in accordance with the Stamp Act.
2. The non-judicial stamp paper should be in the name of the issuing bank.
3. Clause 7 of the bank guarantee is applicable in cases of global tenders where foreign tenders also participate. When tenders are invited from parties within India, clause 7 may be deleted and replaced by clause. "The bank also agrees that courts of the place from where tenders have been invited shall have exclusive jurisdiction".
4. Please indicate the currency in which bank guarantee is being given Rs/- have been mentioned only for illustrations. Therefore, in cases where bank guarantee is being given in a currency other than Rupees' or US Dollars' these terms may be deleted and replaced by relevant currency.
5. The period of forty five (45) days mentioned in clause 6 and one hundred twenty (120) days as given in clause 6 should be available after the expiry of the validity period of the tender or any extension thereof.
6. The bank guarantee by Indian bidder will be given from an Indian scheduled commercial bank only. The foreign bidders will give Bank Guarantee from an Indian scheduled commercial bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from a foreign bank acceptable to the Organization will be considered, provided it is confirmed by an Indian scheduled commercial bank and shall be governed by the Indian laws and subject to the jurisdiction of the courts in New Delhi.

Affidavit
(on Stamp Paper of requisite value)

I,.....(full name) son of(full name) aged about.....years, resident of (Residential address), solemnly confirms and declares as follows:

1. I am full competent and authorized by(name of the OTT Platform) to swear this affidavit.
2. Information contained in the bidder Registration/Application form or any part thereof, including its exhibits, and other documents and instruments delivered to Prasar Bharati/Doordarshan is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not either in whole or in part mislead Prasar Bharati in its allotment process.
3. That the OTT Platform is not a defaulter of Prasar Bharati/Doordarshan at the time of submission of this application. No amount is owed by the OTT Platform to Prasar Bharati/Doordarshan. No legal proceeding for the recovery of outstanding dues initiated by Prasar Bharati/Doordarshan against the OTT Platform is pending.
4. That No order of blacklisting passed by the Central Government/any State Government/ any PSU is in operation against the OTT Platform as on date.
5. That the OTT Platform is not debarred from bidding as per GFR, Rule 151.
6. The OTT Platform fully understands and agrees that on verification, if any of the information provided here is found to be misleading or conflicting, the OTT Platform is liable to be dismissed from the e-auction process or cancellation of award during the period of allocation, or thereafter if allotted.

Signature:

Date:

VERIFICATION

Verified that at(place) on this ,,,.,.....day of(month) 2022 that contents of my affidavit are true and correct to the best of my knowledge.