

PRASAR BHARATI
Content Sourcing Division
Doordarshan Bhawan
Copernicus Marg, New Delhi

No.DGDD/ContentSourcing/LicenseFee/Royalty/NIPP/2024-25 Dated: 21.09.2024

Subject: Notice for Inviting Programme Proposals (NIPP) for sourcing of already produced Programmes on License Fee/Royalty by Prasar Bharati for its Digital and Linear Platforms

1. Prasar Bharati invites applications (s) from Rights owner company/Partnership Firms/ Proprietary firm/ Producer for sourcing of the Programmes on License Fee/Royalty.
2. All the Applications will be processed as per the guidelines in Chapter 4.5.a of Content Sourcing Policy -2024 notified on 09.08.2024 (Link: <https://prasarbharati.gov.in/wp-content/uploads/2024/08/Content-Sourcing-Policy-2024.pdf>) and the Producer(s)/Right Owner(s) must abide by the eligibility conditions and other terms and conditions of Content Sourcing Policy -2024. All the applications which does not fulfils the criteria or terms and conditions in the Content Sourcing Policy -2024 and mentioned point 3 of this NIPP will be summarily rejected.
3. Terms and Conditions sourcing of Programmes by Prasar Bharati on License Fee/Royalty
 - i. **The offered programme should fulfill all the following conditions:**
 - a. Programme are ready-made or already produced
 - b. The Programme should not be older than 3 years from the date of release of this NIPP and not yet premiered or showcased on any other Digital Platform (In case of Exclusive Digital Rights) or Television Network (In case of Exclusive TV Rights).
 - ii. **Compliance with Content Codes and Guidelines:**
 - a. The Programmes must comply with the Programme Code of Prasar Bharati, or any other guidelines, orders, or codes as specified by the Government or any other regulatory body with respect to content streamed by Prasar Bharati.
 - iii. **Company Compliance:**
 - a. The Rights owner company/Partnership Firms/ Proprietary firm/ Producer must not be blacklisted or suspended by any Government Body or Authority.
 - iv. **Indemnification and Rights:**
 - a. Applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer shall have to indemnify Prasar Bharati for any violation any rights concerning content/ Programme which is being offered under License Fee/ Royalty Model.
 - b. Prasar Bharati reserves the right to suspend or cancel the agreement with Rights owner company/Partnership Firms/ Proprietary firm/ Producer (s) of selected programmes in case of violation of the terms of the agreement in future and also reserves the right to review the selection process/terms & conditions during the agreement period by giving one month notice.
4. The Rights owner company/Partnership Firms/ Proprietary firm/ Producer (s) are

required to submit their duly filled applications as mentioned in Annexure -1 of this NIA all the documents mentioned in Annexure-2, via email to following email ids:

a. ott-content@prasarbharati.gov.in

b. contentsourcingdivision@gmail.com

5. A Drive/web link of preview version of Programmes and its promos/trailers with credentials to preview the programme shall also to be submitted with the application form.
6. No processing fee will be charged for the processing of the applications.
7. The proposals received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
1.	Rights owner company/Partnership Firms/ Proprietary firm/ Producer's past work / Presentation / Show Reel / one episode of offered programme	20
2.	Concept/Theme/Story line/Synopsis of Programme (episode-wise)	15
3.	Concept Visualization & Treatment	25
4.	Cast & Crew	20
5.	Commercial Potential	20

8. The programme proposals receiving a score of 75 and above out of 100 shall be considered for Costing Negotiations.
9. The Proposal may be considered for final acquisition of programme if the from Rights owner company/Partnership Firms/ Proprietary firm/ Producer accepts the price offered by the Costing Committee during the costing negotiations, otherwise may be rejected by Prasar Bharati.
10. If the from Rights owner company/Partnership Firms/ Proprietary firm/ Producer provides/submits the full content in advance to Prasar Bharati there will be no need of Performance Security. Performance Security to be submitted before signing the Agreement only where the complete episodes /content are not being provided in advance. If the content is being sourced for both i.e. Linear Network and OTT the Performance Security amount may be calculated wherever FCT rate is higher. As per the Prasar Bharati Procurement Policy 2022 as amended from time to time, the Performance Security to be submitted by the from Right owner company/Partnership Firms/ Proprietary firm/ Producer(s) within 7 days of signing the agreement. The Performance Security should be for an amount of 3-5% (depending upon the total contract value) of the total contract value as specified in the agreement which may be furnish in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (Including E-Bank Guarantee) from a commercial bank or online payment.
11. Complete payment as approved by Prasar Bharati for the programme may be

released within 15 days after signing of the agreement and submission of full programme with all episodes along with child assets i.e. Thumbnails, Trailers, Teasers, Metadata etc. by Rights owner company/Partnership Firms/ Proprietary firm/ Producer. A Letter of Intent shall be issued to the Rights owner company/Partnership Firms/ Proprietary firm/ Producer (s) after the approval of the budget by Prasar Bharati wherein the Rights owner company/Partnership Firms/ Proprietary firm/ Producer(s) may be asked to submit the complete content for the preview. The signing of agreement is also subject to the issuance of 'fit for broadcasting/streaming certificate' by Prasar Bharati after incorporation of all the modifications (if any) suggested Prasar Bharati during preview and submission of the final programme with all episodes along with child assets i.e. Thumbnails, Trailers, Teasers, Metadata etc. No advance payment will be made to the Rights owner company/Partnership Firms/ Proprietary firm/ Producer (s). The payment (s) shall be made by DDO, Delhi Kendra of Prasar Bharati.

12.The applications received till 20th October, 2024 since the notification of this NIA will be processed on a 'first-come, first-serve basis' from the date of notification of this NIPP, in accordance with the content requirements of Prasar Bharati and the merit of the proposals as per Content Sourcing policy -2024. The last date of submission of applications for this NIPP will be 20th October, 2024. The applications received after 20th October, 2024 will not be considered.

13.For any further clarification, please contact:

Sh. Amit Kumar
Dy. Director General (Content Sourcing)
Directorate Doordarshan, New Delhi
Email: ott-content@prasarbharati.gov.in

ANNEXURE-1

Application Form for sourcing of Programmes by Prasar Bharati on License Fee/Royalty

S.No	Particular	Details
1	Name of the applicant company/ Proprietary firm/Producer Note: Applicant Company/Partnership Firms/ Proprietary firm/ Producer should be the Right Holder of the Programme for the applied Category of Rights, Time Period and Territory.	
2	Registered Address of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
3	Work Address of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
4	Name, designation, and contact details (Mobile/Landline number) of the principal officer(s)/person(s) to be contacted	
5	Authorized Email ID for communication	
6	PAN No. of applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
7	GST Registration details of applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
8	Title of the Programme applied	

9	Year of Production	
11	Genre of Programme	
12	Language (s) of Programme Note: Applicants shall clearly mention the master language of the programme as well as all other dubbed languages if the Programme is dubbed in multiple languages.	
13	Whether Programme have Subtitles	Yes/ No
14	If Yes in case of Point 13, then in how many languages	
15	Nature of Rights offered i.e. a. Complete IP rights for all mediums including character IP, gaming IP or any other future right related to Programme b. Complete Digital (OTT) Rights (Exclusive) c. Only Prasar Bharati/Doordarshan Digital (OTT) rights (Non-Exclusive) d. Only Doordarshan rights for TV (including digital live streaming) e. Complete Digital (OTT) and Doordarshan rights for TV both f. Prasar Bharati/Doordarshan rights for TV (including digital live Streaming) and Digital (OTT) both Note: Applicants can choose among the options given above. Rights for social media promotion for maximum duration of a clips maximum upto 120 seconds will be part of all deals.	
16	Time Period of Rights offered i.e. (a) Perpetual or Life-time (b) For a particular time frame (kindly mention the time period)	
17	Territory of Rights offered i.e. (a) Global Territory (b) India Territory (c) Specific Territory (kindly mention the offered Territory)	
19	Name of the Languages for which the dubbing rights of Programme are offered a. All languages other than the master language of the programme b. Specific languages (kindly mention the name of offered Languages)	
20	Name of the Languages for which the subtitling rights of Programme are offered a. All languages other than the master language of the programme b. Specific languages (kindly mention the name of offered Languages)	
21	Offered License Fee/Royalty (in Rs.)	

Declaration:

I/we ----- the applicant(s) do hereby declare
that the above facts are correct in all respects.

Signature of Authorized Signatory

Place:

Date:

Name & Designation of Authorized Signatory
(Seal of company/Proprietary firm/Producer)

ANNEXURE-2**List of Documents to be Submitted with the Application**

1. Link Agreement for the Content wherever the Rights owner company/Partnership Firms/ Proprietary firm/ Producer of the Content else an Affidavit by Rights owner company/Partnership Firms/ Proprietary firm/ Producer stating that He/She/They are Producer of the Content.
2. Award & Certificates (if any)
3. Synopsis of the content (episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
4. PAN No
5. GST Registration Certificate
6. Income Tax Returns for last 3 years
7. Balance Sheets/audited accounts for last three years.
8. Registration Certificate in case of proprietary firms/ Partnership deed along with registration certificate in respect of partnership firms/Certificate of incorporation in respect of companies.
9. Undertaking/ Affidavit for meeting eligibility criterion and providing correct information (Annexure –3)
10. Authority letter in respect of the person with phone no and email id authorizing to sign the application on behalf of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer. format attached at Annexure-4.
11. Indemnity Bond (Notarized) as per Annexure– 5.
12. Integrity Pact on plain paper where the offered/proposed cost for sourcing of programme is Rs 2 Cr or above as per Annexure– 6.

ANNEXURE-3**Format of Undertaking (On Notarized Stamp Paper of Rs. 100)**

I/We..... S/o age....., R/o..... do hereby solemnly declare as follows:

1. That I, am the representative of the Rights owner company/Partnership Firms/ Proprietary firm/ Producer M/sand is authorized to sign this undertaking.
2. That the Rights owner company/Partnership Firms/ Proprietary firm/ Producer does not continue to be blacklisted by any central or state government, any agency of the central or state government, any public sector undertaking or any autonomous body or regulatory authority, whether in India or abroad for any act considered to be criminal as per the extant laws, or for any financial default, or for any unfair, immoral or unethical trade practices.
3. That the Rights owner company/Partnership Firms/ Proprietary firm/ Producer is not debarred under Rule 151 of GFR 2017.
4. That the Rights owner company/Partnership Firms/ Proprietary firm/ Producer is not a defaulter of Prasar Bharati, either as an advertising agency or as Rights owner company/Partnership Firms/ Proprietary firm/ Producer or in any other capacity. As on date, the Rights owner company/Partnership Firms/ Proprietary firm/ Producer does not owe any money to Prasar Bharati.
5. That is solemnly declared that in case any amount is found to be outstanding against the Rights owner company/Partnership Firms/ Proprietary firm/ Producer, he/she/they shall without prejudice to any other action as deemed appropriate by Prasar Bharati be liable to pay the said amount to Prasar Bharati.
6. That the information contained in the application form or any part thereof including its exhibits and other documents and instruments delivered to Prasar Bharati are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the department in its allotment process.
7. That on verification, if any of the information provided here is found to be misleading or conflicting, we are liable to be dismissed from the selection process or face cancellation of License/ Royalty during the period of offered rights and Prasar Bharati may recover the paid License/ Royalty from the Rights owner company/Partnership Firms/ Proprietary firm/ Producer.

Place:

Date:

Signature

Organization Seal:

ANNEXURE-4**Format of Certificate (For Authorized Signatories) on Letter Head**

I the
 (Director/CEO/Partner/President/Secretary) of
 (Name of Rights owner
 company/Partnership Firms/ Proprietary firm/ Producer) do hereby authorize Ms./Mr./Mrs.
 (Name of authorized person) having authorized email id &
 Mobile Number provided below and whose signature is also set out below to represent us in
 connection with participation in the selection of our Programme for Prasar Bharati and bind
 the organization by authority of its board/governing body. He/She is duly authorized to sign
 the application and all necessary correspondence in this regard on our behalf. His/Her
 explanations/statements will be binding on me/us without exception.

Authorized Signatory's

Specimen Signature:

Name:

Designation:

e-mail Id:

Mobile No.:

Organization's Seal:

Authorizing Authority

Signature:

Name:

Designation:

e-mail Id:

Mobile No.:

Organization's Seal:

Place:

Date:

ANNEXURE-5**INDEMNITY BOND****(To be Notarized on Stamp Paper of Rs 100/-)**

M/s. Prasar Bharati

New Delhi

1. This is to inform and certify that we are the sole and exclusive Digital/OTT and Satellite Right Holders of the Programme, "....." offered to

you as per the Content Sourcing Policy 2024 under Chapter 4 i.e License Fee/ Royalty (except feature films and songs) in Open Proposal Mode. We hereby indemnify you against all costs and consequences of any third party claims of infringement of rights.

2. We hereby state that our Programme has not been yet premiered or showcased only other Digital Platform (In case of Digital Rights) or Television Network (In case of Satellite Rights)
3. We hereby state that our Programme has been produced in last 3 years.

For (Name of the Production House)

Director/Partner

(Sign & Seal)

Signature:

ANNEXURE-6

INTEGRITY PACT (On plain paper)

This pre-bid pre-contract Agreement, hereinafter called the INTEGRITY PACT, is made on this day of the month of....., BETWEEN CEO Prasar Bharati (Broadcasting Corporation of India), Prasar Bharati House, Copernicus Marg, New Delhi 110001 acting through Deputy Director General (Content Sourcing) , Prasar Bharati, Doordarshan Bhawan, New Delhi-110001 hereinafter called the "Buyer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the one hand,

AND

M/s<_____>, at _____ address
<_____> acting through
Sh.<_____>, hereinafter called the
"OFFEROR/SELLER", which expression shall mean and include, unless the context

otherwise requires, his successors in office and assigns, on the other.

PREAMBLE

WHEREAS the BUYER proposes to procure content as < Open Proposal under NIPP(License Fee/ Royalty Model)of the Programme “..... ” >), hereinafter referred as “<.....>” and has floated a NIPP [NIPP No.....”, hereinafter referred to as the “NIPP”, and the OFFEROR/SELLER is willing to offer/ has offered the <.....> and the BUYER intends to award a contract / purchase order / work order for the <_____> covered under the NIPP hereinafter referred to the “CONTRACT”,

AND WHEREAS the OFFEROR/SELLER is a company incorporated in India under Companies Act, 1956/2013 or a Partnership registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) in India or Government undertaking or a Government Autonomous body and the BUYER is an Autonomous Organization of the Government of India performing its functions on behalf of the President of India.

AND WHEREAS the BUYER has appointed Independent External Monitors (IEMs) to monitor

The NIPP process and the execution of the CONTRACT for compliance with the principles as laid down in this INTEGRITYPACT.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this INTEGRITY PACT, the terms and conditions of which shall also be read as integral part of the NIPP document and CONTRACT between the parties.

NOW, THEREFORE,

To avoid all forms of corruption by following a system i.e. fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the CONTRACT to be entered into with a view to:-

Enable the BUYER to obtain the content < Open Proposal (License Fee/ Royalty Model) of the programme “.....” > at a competitive price in conformity with the defined specifications by avoiding the high cost and distortion any impact of corruption on public

procurement,

And

Enable the OFFEROR/SELLER to abstain from bribing or indulging in any corrupt practices in order to secure the CONTRACT by providing assurance to the BUYER that their competitors will also abstain from bribing and other corrupt practices,

And

Enable the BUYER to prevent corruption in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this INTEGRITY PACT and agree as follows:

1. Article 1 – COMMITMENTS OF THE BUYER

1.1 The BUYER undertakes that no official of BUYER, connected directly or indirectly with the CONTRACT/ NIPP or the BUYER personally or any of his family members will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the OFFEROR/SELLER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the application process, proposal evaluation, contracting or implementation process related to the CONTRACT.

1.2 BUYER will, during the pre-contract stage, treat all OFFEROR/SELLERS alike, and will provide to all OFFEROR/SELLERS the same information and will not provide any such information to any particular OFFEROR/SELLER, which could afford an advantage to that particular OFFEROR/SELLER in comparison to the other OFFEROR/SELLERS.

1.3 The officials of the BUYER will report to the Independent External Monitor (IEM) with a copy to the Chief Vigilance Officer (CVO) any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such misconduct on the part of such official(s) of the BUYER is reported by the OFFEROR/SELLER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the CONTRACT process. In

such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would not be stalled, unless considered necessary.

2 Article 2 - COMMITMENTS OF THE OFFEROR/SELLER

2.1 The OFFEROR/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-

2.1.1 The OFFEROR/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the Biding Process, or to any person, organization or third party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.1.2 The OFFEROR/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or family member of the BUYER or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other CONTRACT with the Prasar Bharati for showing or forbearing to show favor or disfavor to any person in relation to the CONTRACT or any other CONTRACT with Prasar Bharati.

2.1.3 OFFEROR/SELLER shall disclose the name and address of his agents and representatives and the Indian OFFEROR/SELLERS shall disclose his foreign principals or associates, if any.

2.1.4 OFFEROR/SELLER shall disclose the payments to be made by them to agents/brokers or any other intermediaries, in connection with this NIPP/CONTRACT.

2.1.5 The OFFEROR/SELLER further confirms and declares to the BUYER that the OFFEROR/SELLER is the original producer / authorised partner / Rights owner of the < _____> and has not engaged any individual or firm or company whether Indian or foreign other than those Para 2.1.3 and Para 2.1.4 above, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the CONTRACT to the OFFEROR/SELLER.

2.1.6 The OFFEROR/SELLER will not collude with other parties interested in the CONTRACT to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the CONTRACT.

2.1.7 The OFFEROR/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.1.8 The OFFEROR/SELLER shall not use impropriety, for purpose of competition or personal gain, or pass on to others, any information provided by BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The OFFEROR/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

2.1.9 The OFFEROR/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.1.10 The OFFEROR/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above in the sub clause of this Article2.

2.1.11 If the OFFEROR/SELLER or any employee of the OFFEROR/SELLER or any person acting on behalf of the OFFEROR/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the OFFEROR/SELLER"s firm, the same shall be disclosed by the OFFEROR/SELLER at the time of filling of NIPP.

2.1.12 The term, relative "for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

2.1.13 The OFFEROR/SELLER shall not lend or borrow any money or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Article 3 - PREVIOUS TRANSGRESSION, IF ANY, OF THE OFFEROR/SELLER

3.1 The OFFEROR/SELLER declares that no previous transgression has occurred in the last three years immediately before signing of this INTEGRITY PACT with any other company 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 could justify OFFEROR/SELLER"s exclusion from the selection process under the NIPP.

3.2 The OFFEROR/SELLER agrees that if it makes incorrect statement on this subject, he can be disqualified from the selection process under the NIPP or the CONTRACT, if already awarded, can be terminated for such reason.

3.3 If the OFFEROR/SELLER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down organisational procedures, revoke the exclusion prematurely.

4 Article 4 - SANCTIONS FOR VIOLATIONS

4.1 Any breach of the aforesaid provisions by the OFFEROR/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the OFFEROR/SELLER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

4.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the OFFEROR/SELLER. However, the proceedings with the other OFFEROR/SELLER (S) would continue.

4.1.2 The Earnest Money Deposit (if any in pre-contract stage) and/or Security Deposit/ Performance Bond (if any after the CONTRACT is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

4.1.3 To immediately cancel the CONTRACT, if already signed, without giving any compensation to the OFFEROR/SELLER.

4.1.4 To recover all sums already paid by the BUYER, and in case of an Indian OFFEROR/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a OFFEROR/SELLER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the OFFEROR/SELLER from the BUYER in connection with any other CONTRACT for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

4.1.5 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the OFFEROR/SELLER, in order to recover the payments, already made by the BUYER, along with interest.

4.1.6 To cancel all or any other contracts with the OFFEROR/SELLER. The OFFEROR/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the OFFEROR/SELLER.

4.1.7 Registration of suppliers and their eligibility to participate in Procurement Entity's procurement is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts.

- i. A OFFEROR/SELLER shall be debarred if he has been convicted of an offence.
 - a. Under the prevention of Corruption Act. 1988: or
 - b. Under the Indian Penal Code or any other law for the time being in force, for causing a threat to public health as part of execution of a public procurement contract.
- ii. A OFFEROR/SELLER debarred under sub-section (i) or any successor of the OFFEROR/SELLER shall not be eligible to participate in a procurement process of any procuring entity of Prasar Bharati for a period not exceeding three years commencing from the date of debarment.
- iii. Buyer may debar a OFFEROR/SELLER or any of its successor, from participating in any procurement process undertaken by it, or period not exceeding two years, if it determines that the OFFEROR/SELLER has breached the code of integrity.

iv. Prasar Bharati will maintain such list of debarred OFFEROR/SELLER which will also be displayed on its website.

v. The OFFEROR/SELLER shall not be debarred unless such OFFEROR/SELLER has been given a reasonable opportunity to represent against such debarment.

4.1.8 To recover all sums paid in violation of this INTEGRITY PACT by the OFFEROR/SELLER to any middlemen or agent or broker with a view to securing the CONTRACT.

4.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the OFFEROR/SELLER, the same shall not be opened.

4.1.10 The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1to4.1.9 of this INTEGRITY PACT also on the Commission by the OFFEROR/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the OFFEROR/SELLER), of 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.

4.1.11 The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the OFFEROR/SELLER shall be final and conclusive on the OFFEROR/SELLER. However, the OFFEROR/SELLER can approach the IEM(s) appointed for the purposes of this INTEGRITY PACT

5 Article 5 - INDEPENDENT MONITORS

5.1 THE BUYER has appointed an Independent External Monitor (hereinafter referred to as "MONITOR") for this INTEGRITY PACT in consultation with the Central Vigilance Commission (Addresses and Contact details of the Monitor is:

1. Smt. Meenakshi Mishra, IA &AS (Retd).

E-mail: pcmishra@hotmail.com.

2. Shri Alope Pasad, IPS (Retd).

E-mail: alokewa@gmail.com

5.2 The task of the MONITOR shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

5.3 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

Chief Executive Officer, Prasar Bharati (CEO,PB).

5.4 Both the Parties accept that the MONITOR has the right to access, without restriction, all the documents relating to the Project/ procurement, including minutes of meetings.

5.5 The OFFEROR/SELLER accepts that the MONITOR has the right to access, without restriction, all Project documentation of the BUYER including that provided by the OFFEROR/SELLER. The OFFEROR/SELLER will also grant the MONITOR, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors of the OFFEROR/SELLER. The MONITOR shall be under contractual obligation to treat the information and documents of the OFFEROR/SELLER and his Subcontractor(s) with confidentiality.

5.6 The BUYER will provide to the MONITOR sufficient information about all meetings among the parties related to the Project/ procurement provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the MONITOR the option to participate in such meetings.

5.7 As soon as the MONITOR notices, or believe to notice, a violation of this INTEGRITY PACT, he will so inform the Authority designated by the BUYER with a copy to CVO, PB and request them to discontinue or take corrective action, or to take other relevant action. He will also inform separately to CEO, PB with copy to CVO, PB. The MONITOR can 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.

5.8 The MONITOR will submit a written report to the CVO, PB within 4 to 8 weeks from the date of reference or intimation to him by the BUYER or OFFEROR/SELLER and, should the occasion arise, submit proposals for correcting problematic situations.

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

6 Article 6 - FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this INTEGRITY PACT or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the OFFEROR/SELLER and the OFFEROR/SELLER

shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Article 7 - LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

8 Article 8 - OTHER LEGAL PROVISIONS/ ACTIONS

8.1 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 extent law in force relating to any civil or criminal proceedings.

8.2 Any dispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT and / or, any action taken by the BUYER in accordance with this INTEGRITY PACT or interpretation thereof shall not be subject to arbitration.

8.3 Both the parties agree that this INTEGRITY PACT has precedence over the NIPP/ CONTRACT documents with regard to any of the provisions covered under this INTEGRITYPACT.

9 Article 9 – VALIDITY

9.1 The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend up to 5(five) years or during the complete execution of the CONTRACT to the satisfaction of both the BUYER and the OFFEROR/SELLER, including warranty period, whichever is later. For unsuccessful OFFEROR/SELLERS at the selection process / pre-contract stage, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the CONTRACT.

9.2 Should one or several provisions of this INTEGRITY PACT turn out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

9.3 If any claim is made/ lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite the lapse of INTEGRITY PACT as specified above.

9.4 The parties hereby sign this INTEGRITY PACT at on
.....

(For & On behalf of the Prasar Bharati)

Office Seal

(For & On behalf of OFFEROR/SELLER)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Programme Code for Prasar Bharati

"Programme Code of Prasar Bharati (All India Radio and Doordarshan)" does not permit anything that:

1. offends good taste or decency or is defamatory in nature;
2. contains criticism of friendly countries;
3. contains attack on religions or communities or visuals or words contemptuous of religious groups or which promote communal attitudes;
4. encourages or incites violence, or is likely to be prejudicial to public order;
5. which promotes anti-national attitude;
6. contains anything affecting the sovereignty and integrity of India and the security of the State;
7. amounts to contempt of Court;
8. casts aspersions on the integrity of the President, Governors and the Judiciary;
9. misuses or wrongly or improperly depicts or presents the National Flag, National Emblem, National Anthem and Map of India;
10. may cause disharmony in Centre-State relations;

- 11.contains undue and out of context publicity or glorification of individuals and institutions/organizations;
- 12.is in contravention of general directives issued by the Central Government for regulating content under relevant statutory provisions;
- 13.is likely to incite an offence or contravenes prevailing laws including provisions of the Copyright Act,1957;
- 14.maligns or defames any individual in person or certain groups, and affects the social, public and moral life of the country;
- 15.encourages superstition, dogma or blind belief and hinders development of scientific temper and spirit of inquiry;
- 16.aggravates social inequities and evils like caste, child marriage, dowry, alcohol and substance abuse;
- 17.contains visual or words which reflect a slandering, ironical and snobbish attitude in the portrayal of certain ethnic, linguistic and regional groups;
- 18.denigrates women through the depiction in any manner of the figure of a woman, her form or body or any part thereof in such a way as to have the effect of being indecent, or derogatory to women, or is likely to deprave, corrupt or injure the public morality or morals;
- 19.explicitly portrays violence against children, women and senior citizens including physical and emotional maltreatment without concern for their health and safety, privacy and dignity; and
- 20.Encourages ecological spoliation or has been produced by causing cruelty to animals and destruction of the environment.

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