

प्रसार भारती / Prasar Bharati
भारत का लोक सेवा प्रसारक / India's Public Service Broadcaster
प्रसार भारती सचिवालय / Prasar Bharati Secretariat
प्रसार भारती भवन / Prasar Bharati House
कोपर्निकस मार्ग / Copernicus Marg
नई दिल्ली / New Delhi-110001

No.: DDFD / 3 (02) / 2025 / Platforms / MPEG-4

Dated: 4TH February 2025

Notice for 7TH Annual (86TH) e-auction of DD Free Dish slots

Subject: Notice Inviting Applications for Allotment of Vacant MPEG-4 Slots on DD Free Dish Platform for the Period from 01.04.2025 to 31.03.2026.

1. Prasar Bharati invites applications for allotment of vacant MPEG-4 slots on DD Free Dish DTH Platform for the period from 01.04.2025 to 31.03.2026 through 7TH Annual (86TH) online e- auction process to be tentatively held from 4TH March 2025 (Tuesday).
2. The e-auction will be conducted in accordance with E-auction Methodology 2025 for allotment of DD Free Dish slots to private TV channels, notified by Prasar Bharati on 03.01.2025 which is available on the Prasar Bharati website, <http://prasarbharati.gov.in>.
3. Only satellite channels permitted and licensed by the Ministry of I&B would be allowed to participate in the e-auction. Only companies holding valid permission from Ministry of I & B can apply for participation in e-auction for allocation of DD Free Dish slot.
4. International Public Broadcasters permitted and licensed by the Ministry of I & B can also participate in e-auction.
5. The up-gradation of MPEG-4 streams on DD Free Dish is under progress. Hence, in the interim, slots for various bucket/rounds for 7TH Annual e-auction will be as provided in Table-1 below and e auction for Private HD Channels and 2ND Round of R3 will be taken up once the up-gradation is completed:

Bucket#	Round No.	Reserve Price (Rs. Lakhs)	Bid increment (Rs. Lakhs)	No. of slots Available for Bucket	Genre/Language
R1	1 ST Round	5.00	0.50	3	All genres of Tamil, Telugu, Kannada & Malayalam languages fulfilling following criteria, in addition to eligibility criteria: Channel is in operation and available in the concerned language on the date of issue of notification for e-auction on (i) at least one private DTH Platform/DD Free Dish and/or on (ii) at least one registered MSO.
	2 ND Round	15.00	0.50	3	
R2	1 ST Round	5.00	0.50	2	All genres of Punjabi, Marathi, Gujarati, Bengali, Odiya languages fulfilling following criteria, in addition to eligibility criteria: Channel is in operation and available in the concerned language on the date of issue of notification for e-auction on (i) at least one private DTH Platform/DD Free Dish and/or on (ii) at least one registered MSO.
	2 ND Round	15.00	0.50	2	
R3	1 ST Round	5.00	0.50	1	All genres of other regional languages , as mentioned in schedule 8 of Indian Constitution (except Hindi & Urdu), not covered under Buckets R1 & R2 fulfilling following criteria, in addition to eligibility criteria: Channel is in operation and available in the concerned language on the date of issue of notification for e-auction on (i) at least one private DTH Platform/DD Free Dish and/or on (ii) at least one registered MSO.
Regional Open round* RO		20.00	0.50	2 + (vacant slots of buckets R1, R2 & R3, if any)	All unsuccessful bidders of Buckets R1, R2 & R3 and yet to be launched/re-launched channels of these languages.
G1	1 ST Round	30.00	1.00	2	News & Current Affairs TV channels
	2 ND Round	50.00	1.00	2	
G2	1 ST Round	30.00	1.00	3	All genres of Non-News & Current Affairs TV channels
	2 ND Round	50.00	1.00	3	
General Open Round** GO		70.00	1.00	All Remaining & Unfilled Slots of All Buckets, if any	All Language & Genre channels

Table 1

*If any slot(s) earmarked to Buckets R1, R2 & R3 remains vacant after the completion of auction of that bucket, it would be filled through Regional Open Round (RO) of regional languages channels in which all unsuccessful bidders of Buckets R1, R2 & R3 and yet to be launched / re-launched channels of these languages may bid.

** If slot (s) pertaining to Buckets R1, R2, R3, RO, G1 & G2 remains vacant after the completion of auction of that bucket, it would be filled through General Open round (GO) e-auction.

6. Broadcasters desirous of allotment of slot on DD Free Dish are required to provide clear and unambiguous proof in support of Genre and Language classification of their channel. In case of lack of clarity, ambiguity or conflicting information, applications will be deemed ineligible and may be summarily rejected. For details, please refer checklist of documents provided with the application form. Such declaration for Genre and Language classification should be in accordance to the current norms and as specified in the Table 1 of point 5 above. Further, the Channel shall contain content predominantly of Genre and Language as declared at the time of e-Auction application.

6.1 'Predominantly, as mentioned in clause 6 above, means 75 percent of content telecast on channel shall be in Genre and Language (audio), as declared by applicant Channel Provider at the time of e-auction, excluding the limit of advertisements / promos on the channel as prescribed under rule (7) sub-rule (ii) of Cable Television Networks (Regulation) Act, 1995 across a month.

This means that the content of declared Genre and Language of a Channel shall not be less than 60 percent of the entire content of the channel in a month.

6.2 Whenever any violation with respect to content and language declared by the channel come to notice, the recording of the content broadcast by the channel shall be reviewed by a duly constituted committee. For violation of declared genre & language by a channel, the action shall be taken based on recommendations of the committee. If the channel is found to be defaulting in the language and /or genre of content, a show cause notice shall be issued to such defaulters. Defaulter shall have an option to apply for change of genre/language, as the case may be, within a prescribed time frame, as per terms & conditions of E-auction Methodology 2025 (refer clause 5.11) /Notice Inviting Applications/ Allotment Letter / Agreement signed by the channel. In case, no request is submitted by defaulter channel for change of Genre/Language, Notice shall be issued for discontinuation of channels for violation of terms & conditions of allotment of DD Free Dish slot.



The Reserve Price for MPEG-4 slots for the commencement of this e-auction for different Rounds / Buckets shall be as under:

Round No.	Starting Reserve Price (in INR)	Bid Increment (in INR)	Buckets Eligible to Bid	Buckets Not Eligible to Bid
Round 1 (Bucket R1)	Rs.5,00,000/-	Rs.50,000/-	R1	G1, G2, RO, R2, R3
Round 2 (Bucket R1)	Rs.15,00,000/-	Rs.50,000/-	R1	G1, G2, RO, R2, R3
Round 1 (Bucket R2)	Rs.5,00,000/-	Rs.50,000/-	R2	G1, G2, RO, R1, R3
Round 2 (Bucket R2)	Rs.15,00,000/-	Rs.50,000/-	R2	G1, G2, RO, R1, R3
Round 1 (Bucket R3)	Rs.5,00,000/-	Rs.50,000/-	R3	G1, G2, RO, R1, R2
Round RO Regional Open	Rs.20,00,000/-	Rs.50,000/-	R1, R2, R3, RO	G1, G2
Round 1 (Bucket G1)	Rs.30,00,000/-	Rs.1,00,000/-	G1 and Only News Channels of R1, R2, R3 & RO	G2 and Only Non News Channels of R1, R2, R3
Round 2 (Bucket G1)	Rs.50,00,000/-	Rs.1,00,000/-	G1 and Only News Channels of R1, R2, R3 & RO	G2 and Only Non News Channels of R1, R2, R3
Round 1 (Bucket G2)	Rs.30,00,000/-	Rs.1,00,000/-	G2 and Only Non News Channels of R1, R2, R3 & RO	G1 and Only News Channels of R1, R2, R3
Round 2 (Bucket G2)	Rs.50,00,000/-	Rs.1,00,000/-	G2 and Only Non News Channels of R1, R2, R3 & RO	G1 and Only News Channels of R1, R2, R3
Round GO General Open	Rs.70,00,000/-	Rs.1,00,000/-	R1, R2, R3, RO, G1, G2	

7. Before, starting filling up of online application, please ensure that copies of all documents provided in **Annexure-1**, including participation fee Demand Draft, are available in PDF format, not exceeding 1.0 MB, for uploading.
8. Satellite TV channels participating in e-auction shall be required to furnish an undertaking in the prescribed formats as per **Annexure-2**.
9. The channel provider desirous of participating in the e-auction shall be required to authorize one of their official by clearly mentioning his / her Name, Designation, Contact detail as per prescribed **Annexure-3**
10. The applicant company desirous of participating in the e-auction will be required to submit a duly filled and signed Integrity Pact, in the format provided in **Annexure-4**.
11. Change of name and or logo of a channel placed on DD Free Dish may be allowed subject to necessary permissions from Ministry of I & B.

12. Interested broadcasters may apply online at <https://fdslots.prasarbharati.org> and upload all requisite documents as prescribed in the application. Please note that it is mandatory to pay the non-refundable processing fee of Rs.25,000/- online at above portal to submit the application. The participation fee of Rs.3,00,000/- (Rupees Three Lakhs) only is to be paid through Demand Draft. A self attested proof of deposit of Participation fee, copy of the demand draft, is to be uploaded online.
13. After submission of online application, if participation fees is paid through Demand Draft, the original demand draft for participation fee along with printout of acknowledgement for submission of online application, which will be sent on the authorized e-mail, is to be submitted in sealed cover either in person or by Speed/Registered Post addressed to Deputy Director (Platforms), Room No. 601, Tower-A, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 **latest by 25TH February 2025 (Tuesday) by 03:00 p.m.**
14. Online training will be provided to all eligible participants before the commencement of actual e-Auction.
15. If required, Prasar Bharati can extend e-Auction to the next day or as the case may be.
16. For details like e-auction process, terms & conditions and payment schedule etc. please refer to E-auction Methodology 2025 available on the website <http://prasarbharati.gov.in>.
17. Prasar Bharati reserve the rights to accept/reject/cancel/amend the e-Auction/slot at any time during the e-Auction or after e-Auction.
18. For unsuccessful bidders, participation fee will be refunded within three weeks after the declaration of the results of e-auction.
19. After the successful conduct of e-auction, a 'Letter of Allotment' will be issued by Prasar Bharati to the successful bidder along with the 'Payment Schedule' for payment of bid amount and prescribed format of agreement to be signed between Prasar Bharati & bidder.
20. Every successful bidder will be required to submit a signed 'Agreement' with Prasar Bharati in two original copies within 15 days of issue of 'Letter of Allotment'. The prescribed format of the 'Agreement' can be downloaded from the website <https://prasarbharati.gov.in>.



21. Successful channels will be placed on vacant slots / Logical Channel Numbers (LCNs) of DD Free Dish as per 'Procedure for Allotment/Change of LCN to Private TV channels on DD Free Dish' Dated 09.01.2025', which can be accessed on the website <https://prasarbharati.gov.in>. Prasar Bharati's decision in this regard shall be final.
22. Successful channels shall be required to make payments as per 'Payment Schedule' prescribed in 'Letter of Allotment' on the basis of clause 6.1 of the E-auction Methodology 2025 for allotment of vacant MPEG-4 slots on DD Free Dish which will also be part of Agreement to be signed between Prasar Bharati & successful bidders.
23. In case of any installment is not paid in full within the scheduled dates, an e-mail communication will be sent to registered email (as mentioned in Agreement) of the channel provider to make payment within 7 days from date of communication along with late payment interest as mentioned in the clause below
24. An interest @ 14.5% per annum shall be charged from the due date of payment on the outstanding amount.
25. In case of payment due along with the interest, as mentioned in clause 23 above, is not paid within seven days from the date of communication, a Notice will be issued to make payment along with late payment interest, within 21 days from the date of Notice. In case of payment due along with the interest is not paid, the Participation Fee along with any instalment already deposited by the Broadcaster/Channel till date, will be forfeited and the channel shall be discontinued from DD Free Dish Platform without any further notice and the channel shall have no right to be carried on DD Free Dish on vacated slot.
26. The vacated slot may be made available for e-auction as detailed in clause 11.5 of Annexure –B of the e auction methodology 2025.
27. Successful channel will be placed on DD Free Dish after receipt of payment for 1ST installment of carriage fee, as provided in allotment of letter. In case the 'Channel Provider' fails to place its channel on its allocated slot within one month of the allotment commencement date, the allotment shall stand cancelled automatically and the Participation Fee along with any installment already deposited shall be forfeited.
28. In case the 'Channel Provider' withdraws its channel prematurely or terminates the contract prematurely, the 'Participation Fee' shall be forfeited along with any installment already deposited.



29. For each Successful Channels, the Channel Provider is required to mandatorily provide IRD Box having dual IP Multicast output and SDI at least one week in advance at Doordarshan's DTH Station at Todapur, New Delhi along with satellite parameters and other technical details to place the channel on DD Free Dish Platform.

30. The Last Date for submission of applications and proof of deposit of Participation fees through original Demand Draft is **25TH February 2025 (Tuesday) by 03.00 p.m.**

PS
04/02/2025

P. S. Srivastava
DDG (Platforms)

ANNEXURE-1

List of documents required to be uploaded with online application

Please keep PDF copies of following documents ready with you before starting filling up of application on the portal.

1. Copy of Downlinking permission of the TV channel issued by Ministry of Information and Broadcasting.
2. Copy of Uplinking permission of the TV channel issued by Ministry of Information and Broadcasting (If channel is uplinked from India).

(Please note: In case period of Downlink/Uplink permissions of channel has expired, please provide copies of Downlink/Uplink renewal permissions or payment of requisite fee for renewal of permissions).

3. Copy of logo of channel permitted by Ministry of Information and Broadcasting. In case of change of name/logo, please provide complete chain of permission for change of name/logo of the channel.
4. Self Attested Proof of deposit of Participation fee i.e. copy of Demand Draft of Rs.3,00,000/- (Rupees Three Lakhs) only towards participation fee from any scheduled bank in favour of **PB (BCI) Doordarshan Commercial Service, New Delhi**.
5. Documents in support of Genre and Language classification of channel:

5.1 Documents to be provided by already operational channels on the date of Notification for Genre and Language classification, any one of following:

- 5.1.1 Documentary evidence for presence of channel on MSO/DTH platforms and Genre and Language in which channel has been placed in those platforms (Certificate from DTH Operator/ MSO on their Letter Head).
- 5.1.2 Additionally, any documentary evidence from regulatory/Govt. authorities (TRAI, MIB) that could clearly establish the Genre & Language classification, if any.
- 5.1.3 Documentary evidence from Television Rating Agency (e.g.: BARC) that could clearly establish their Genre & Language classification, if any.
- 5.1.4 Channels applying for Bucket R1, R2 & R3 in e-Auction for MPEG-4 Slots need to mandatorily provide documentary evidence for presence of channel on MSO / DTH Platforms and Genre and Language in which channel has been placed on these platforms (Certificate from DTH Operator / MSO on their Letter Head)

5.2 Documents to be provided by channels which are not on air on the date of Notification for Genre & Language classification:

5.2.1 The certified copy of Application submitted to Ministry of Information and Broadcasting for permission to downlink TV Channels in India.

or

Additionally, publicly available document (Published Newspaper / Media item etc.) that substantiate and establish the intent to launch the channel, within a declared time frame.

or

Any further documentation regarding the launch plan on other distribution platforms.

- 6. In addition to 5.1 or 5.2 above (whichever is applicable) the applicant channel has to submit the Programme Content Schedule / Fixed Point Chart of the channel for past three months (Nov. & Dec. 2024 & Jan 2025) (for channels falling under 5.1 above) and Proposed Content Schedule / Fixed Point Chart for April, May & June 2025 (for both Channels falling under 5.1 or 5.2 above) consistent with Genre and Language declared.**
7. Undertaking in the prescribed format as per **Annexure-2**.
8. Authority letter in respect of person with phone no and email id authorizing to sign bid in e-auction on behalf of 'Bidder Company', in the format given in the notice inviting applications as per **Annexure-3**
9. Duly filled and signed 'Integrity Pact' as per **Annexure-4**.
10. Copy of PAN No. of Applicant Company.
11. Copy of GST Registration of Applicant Company.
12. Non-refundable processing fee of Rs.25,000/- is to be mandatorily paid online at <https://fdslots.prasarbharati.org> before submission of application

Note: Files only in PDF format can be uploaded. The size of each file should not exceed 1.0 MB.

ANNEXURE-2

Format of Undertaking (For 'Content')

I/We on behalf of [Name of Applicant Company] hereby undertake that we have applied for participation in 86TH e-auction process notified vide Notice no. **DDFD/3(02)/2025/Platforms/MPEG-4, dated 04.02.2025** for allotment of vacant MPEG-4 slots on DD Free Dish to the channel ... [Name of Channel].

We undertake that the satellite TV channel [Name of Channel] licensed by Ministry of I & B to M/s [Channel Provider] pertains to [Genre of Channel] in [Language of Channel].

We also undertake that the channel shall carry content predominantly of declared Genre and Language of the channel during period of allotment of DD Free Dish slot.

Here 'Predominantly' means, 75 percent of content telecast on channel shall be in Genre and Language (audio), as declared above, excluding the limit of advertisements / promos on the channel as prescribed under rule (7) sub-rule (ii) of Cable Television Networks (Regulation) Act, 1995 across a month. This means that the content of declared Genre and Language of a Channel shall not be less than 60 percent of the entire content of the channel in a month.

We further confirm that the information contained in the bidder registration form or any part thereof, including its exhibits, and other documents and instruments delivered to Prasar Bharati/Doordarshan 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.

We fully understand and agree to comply that on verification, if any of the information provided, is found to be misleading, conflicting or incorrect we are liable to be dismissed from the e-auction process or cancellation of DD Free Dish slot during the period of allocation, if allotted a slot.

Signature :

Date :

Name :

Designation :

Organization Seal :

ANNEXURE -3

Format of Certificate (For Authorized Signatories) on Letter Head

I,....., the / Director / Secretary / President of[Name of Applicant..... Company] do hereby authorize Ms. / Mr. / Mrs..... [Name of Person to be Authorized Signatory] having authorized email ID & Mobile Number provided below and whose signature is also set out below, to represent us in connection with participation in e-auction of DD Free Dish slots and bind the organization by authority of its board/ governing body. He / She is duly authorized to sign the application and for all necessary correspondence pre, during and post e- Auction on our behalf. His / Her explanations / statements will be binding on me/us without exception.

Authorized Signatory's

Authorizing Authority

Specimen Signature:

Signature:

Name:

Name:

Designation:

Designation:

e-mail Id:

e-mail Id:

Mobile No.:

Mobile No.:

Organization's Seal:

Organization's Seal:

Place:

Date:

ANNEXURE-4
THE INTEGRITY PACT

THIS Agreement, herein after called the INTEGRITY PACT, is made at New Delhi on this.....Day of, between **PRASAR BHARATI**, 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-110001, acting in its executive capacity through Deputy Director General (Platforms), Doordarshan Bhawan, New Delhi, herein after referred to as "PRASAR BHARATI" (which expression shall include its successors, administrators, representatives and permitted assigns)

AND

....., a company incorporated under the Companies Act, 2013, Registered Office at, represented byvide authorization letter / board resolution dated....., herein after referred to as the "CHANNEL PROVIDER" (which expression shall include its successors, administrators, representatives and permitted assigns).

PRASAR BHARATI and the CHANNEL PROVIDER shall be collectively referred to as the Parties.

WHEREAS the Channel Provider has applied for participation in e-auction of DD Free Dish slots notified by Prasar Bharati on in accordance with laid down e-auction methodology for allocation of DD Free Dish slots to private satellite TV channels.

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 e-auction 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 e-auction 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, favor or any material or immaterial benefit or any other advantage from the CHANNEL PROVIDER, either for himself or for any person or organization, in exchange for an advantage to the CHANNEL PROVIDER in the e-auction process.
- b. PRASAR BHARATI shall treat all the applicant channel providers fairly and equally.
- c. In case any misconduct on the part of any official of PRASAR BHARATI is reported by the CHANNEL PROVIDER 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 e-auction process. In such a case, while an enquiry is being

conducted by PRASAR BHARATI, the e-auction process would not be stalled, unless considered necessary.

2. COMMITMENTS OF THE CHANNEL PROVIDER

- a. The CHANNEL PROVIDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the e-auction process or during any pre-agreement or post-agreement stage in order to secure any benefit or in furtherance of securing it.
- b. The CHANNEL PROVIDER 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 e-auction 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 e-auction process or thereafter.
- c. The CHANNEL PROVIDER 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 e-auction process, or for showing or forbearing to show favor or disfavor to any person in relation to the e-auction process.
- d. The CHANNEL PROVIDER will not collude with other channel providers participating in the e-auction 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 CHANNEL PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- f. If the CHANNEL PROVIDER, or any employee of the CHANNEL PROVIDER, or any person acting on behalf of the CHANNEL PROVIDER is a relative of any officer of PRASAR BHARATI; or alternatively, if any relative of an officer of PRASAR BHARATI has financial interest/stake in the CHANNEL PROVIDER's firm, the same shall be disclosed by the CHANNEL PROVIDER. The term, relative for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- g. The CHANNEL PROVIDER 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 CHANNEL PROVIDER

- a. The CHANNEL PROVIDER 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 here under, or with any Public Sector Enterprise in India, or any

Government Department in India that will justify CHANNEL PROVIDER's exclusion from the TENDER/e-auction process.

- b. The CHANNEL PROVIDER agrees that if it makes any false declaration as referred to in the immediately preceding para, it may be disqualified from the e-auction process, and if selected, such e-auction may be declared by PRASAR BHARATI as null and void. As a natural consequence, an agreement for carrying TV channel(s) on DD Free Dish, if already entered into, may be terminated on such ground.

4. SANCTIONS FOR VIOLATIONS

Any breach by the CHANNEL PROVIDER of any provision contained in clauses 3 and 4, or by any one employed by it or acting on its behalf (whether with or without the knowledge of the CHANNEL PROVIDER), shall entitle PRASAR BHARATI to take all or any one of the following actions, wherever required: -

- a. To immediately disqualify the CHANNEL PROVIDER for participation in the e-auction process without assigning any reason, or giving any compensation. The e-auction process with other applicants shall continue.
- b. The Participation fee /Security Deposit 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 carrying TV channel on DD Free Dish, if already signed, without giving any compensation to the CHANNEL PROVIDER.
- d. To recover all sums payable by CHANNEL PROVIDER, 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 PRASAR BHARATI from CHANNEL PROVIDER in connection with carriage of any other TV channel, 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 CHANNEL PROVIDER, in order to recover any money payable by CHANNEL PROVIDER with any interest thereupon.
- f. To rescind all or any other contract with the CHANNEL PROVIDER. The CHANNEL PROVIDER 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 CHANNEL PROVIDER.
- g. To debar the CHANNEL PROVIDER from participating in future e-auction/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 CHANNEL PROVIDER, or any one employed by it, or acting on its behalf (whether with or without the knowledge of the CHANNEL PROVIDER) 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 CHANNEL PROVIDER shall be final and conclusive on the CHANNEL PROVIDER. However, the CHANNEL PROVIDER can approach the IEM appointed for the purposes of the INTEGRITY PACT.

5. INDEPENDENT MONITORS

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

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

Shri Alope Prasad, IPS (Retd.)

pcmishra@hotmail.com

alokewa@gmail.com

- b. The MONITOR shall be authorized 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 e-auction process and post e-auction activities, including minutes of meetings.
- e. The CHANNEL PROVIDER accepts that the MONITOR has the right to access without restriction, all information and documents related to the e-auction process, including those provided by the CHANNEL PROVIDER. The CHANNEL PROVIDER 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 CHANNEL PROVIDER 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 e-auction 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 CHANNEL PROVIDER, 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 CHANNEL PROVIDER and the CHANNEL PROVIDER 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 applications from Channel providers, or any agreement signed between the Parties after the e-auction process.

9. VALIDITY

- a. In case CHANNEL PROVIDER is successful bidder, the validity of the INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend up to 01 (one) year till the term of allotment of slot, or till complete fulfillment of respective rights of the Parties available to them under any post e-auction agreement, whichever is later.
- b. In case the CHANNEL PROVIDER is un-successful bidder in the e-auction process, this INTEGRITY PACT shall expire after six (06) months from the date of its signing.

- 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 herein above.

IN WITNESS WHERE OF the Parties have put their hands on the day and year first here in above written.

For & on behalf of the Prasar Bharati

For & on behalf of Channel Provider

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Office Seal:

Office Seal:

Witness 1

Witness 1

Signature:

Signature:

Name:

Name:

Address:

Address:

Phone No.:

Phone No.:

Email Id:

Email Id:

Witness 2

Witness 2

Signature:

Signature:

Name:

Name:

Address:

Address:

Phone No.:

Phone No.:

Email Id:

Email Id: