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

No. DG:DD/EMOC/030/2024-25(e-258936)

Dated: 08/11/2024

Subject: Notice for Inviting Programme Proposals (NIPP) from Creative Minds of Tomorrow (CMOT) recognized by Mol&B to develop high-quality, engaging content under Commissioning Mode for Prasar Bharati for its Digital and Linear platforms

- 1. Prasar Bharati invites applications from Creative Minds of Tomorrow (CMOT) recognized by Ministry of Information and Broadcasting to develop high-quality, engaging content under Commissioning Mode for DD News, DD National, and All India Radio (AIR). This collaboration aims to leverage the creative skills of young talents to produce visually compelling and informative programs that showcase government initiatives, India's cultural heritage, and relevant contemporary topics. The content will be presented in a format that appeals to modern audiences, particularly Gen Z, with the intention of setting new standards for public service broadcasting.
- All the Applications will be processed as per Chapter-2 of Content Sourcing policy -2024 notified on 09.08.2024 and the Creative Minds of Tomorrow (CMOT) must abide by the eligibility conditions and other terms and conditions of Content Sourcing policy -2024.
- 3. Terms and Conditions for content proposals by from Creative Minds of Tomorrow (CMOT)
- i. Who Can Apply
 - a. Only Creative Minds of Tomorrow (CMOT-Young Minds) participants of Year 2021, 2022 and 2023 who are recognised by Ministry of Information and Broadcasting.
 - b. CMOT (Creative Minds) can be an Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm.
- ii. Scope of Work: A total of 32 programs are proposed under this initiative as per Annexure-7 of this NIPP:
 - a. DD News: 13 programs focusing on themes like climate change, sustainable development, India's cultural legacy, and current national and global affairs. These will be bi-monthly documentaries designed to provide information with engaging and relatable storytelling techniques.
 - b. **DD National: 12 programs** featuring a wide range of genres, including adventure travel shows, reality competitions, traditional cooking, and musical productions. The focus will be on showcasing India's cultural richness while providing diverse content suitable for all age groups.
 - c. All India Radio (AIR): 7 programs designed for radio, covering themes such as storytelling, folklore, rural innovations, and inspirational narratives. These

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iii. Cost Structure

- a. Fixed-Budget Method (as per Clause 2.2 (a) of CSP-2024): Each program is proposed to have a fixed production budget of ₹5 lakhs, covering all aspects of production, including scripting, research, shooting, editing, and post-production. This ensures high-quality standards and supports CMOTs in delivering impactful content.
- b. Dubbing Costs: For programs with more than two episodes, an additional cost of ₹50,000 per language per episode has been proposed. For example, a 26-episode series dubbed in 10 languages would have a dubbing budget of ₹50,000 x 26 episodes x 10 languages, facilitating broader reach and accessibility.
- c. Radio Adaptation: Programs deemed suitable for radio adaptation will receive an additional budget for production of radio programme as per CBC rate Card, enabling content repurposing for All India Radio and expanding the audience base through audio formats.

iv. Compliance with Content Codes and Guidelines:

- a. The proposed programmes must comply with the Programme Code of Prasar Bharati (Annexure-8), 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.
- v. The offered programme should fulfill all the following conditions:
 - a. The concepts of the programmes to be submitted by CMOTs as per the themes/topics identified by Prasar Bharati for Radio and Television, or any innovative concept of interest to younger generation (Annexure-7).
 - The programme should be Fresh concept, idea and production and should not have been telecasted / broadcasted anywhere.

vi. Indemnification and Rights:

- Applicant CMOT (s) shall have to indemnify Prasar Bharati for any violation any rights concerning content/ Programme which is being offered.
- b. Prasar Bharati reserves the right to suspend or cancel the agreement with the Creative Team, Producer/ Director / 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 CMOT (s) are required to submit their duly filled applications as mentioned in Annexure-1 of this NIPP all the documents mentioned in Annexure-2, via email to following email ids:

ifficreators@prasarbharati.gov.in

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- 5. Concept/Theme/Story line/Synopsis of proposed Programme and web link of Show Reel/ one episode of offered 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:

Criteria	Maximum Marks 20	
Show Reel of past work		
	25	
Concept Visualization & Treatment of	20	
	15	
Synopsis of proposed Programme (episode-	20	
	Show Reel of past work Concept/Theme/Story line Concept Visualization & Treatment of proposed Programme Cast & Crew of proposed Programme	

- 8. The programme proposals receiving a score of 60 and above out of 100 shall be considered for award of work at a fixed cost mentioned in point 3.iii of this NIPP.
- 9. The work shall be awarded to qualified CMOTs in content evaluation on the "first come-first serve" basis as per the number of programs required for a particular platform for which program proposals are being invited i.e. Doordarshan (National), All India Radio and DD News mentioned in clause 3.ii of this NIPP.
- 10. Performance Security to be submitted by the successful CMOTs as per clause 2.9 of CSP-2024. As per the Prasar Bharati Procurement Policy 2022 as amended from time to time, the Performance Security to be submitted by the CMOT (s) on or before the date 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 furnished in the form of Insurance Surety Bonds, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (Including E-Bank Guarantee) from a commercial bank or online payment.
- 11. The concept and idea of the theme story will be evaluated by a Content Evaluation Committee to be constituted for the purpose at Prasar Bharati as per clause 2.4.a.2.2.ii of CSP-2024.
- 12. Payment as approved by Prasar Bharati for the programme may be released as per clause 2.6.a of CSP-2024.
- 13. The delivery of content (all episodes) along with child assets i.e. Thumbnails, Trailers, Teasers, Metadata etc. by CMOTs shall comply with clause 2.4.a.2.4 and clause 2.8 (Delay in delivery) of CSP-2024.
- 14. A Letter of Intent will be issued to the CMOT (s) and agreement will be signed after the approval by Prasar Bharati.

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- 15. The payment against the programmes produced by the CMOTs is 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. Advance payment shall be made to the CMOT (s) as per the provisions of CSP-2024 if any CMOT demands. The payment (s) shall be made by DDO, Delhi Kendra of Prasar Bharati.
- 16. The applications from CMOTs will be processed on first come-first serve basis from the date of notification of this NIPP, as per the number of programs required for a particular platform i.e. Doordarshan (National), All India Radio and DD News mentioned in clause 3.ii of this NIPP.
- 17. For any further clarification, please contact:

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

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Application Form for sourcing of Programmes by Prasar Bharati by CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm

S.No.	Particular	Details
	Name of the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm (if any)	
2	Registered Address of the applicant CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm	
}	Work Address of the CMOTs (Creative Minds) i.e. individual Producer/Director/Team Leader/ Company/ Proprietary firm/	
4	Partnership Firm Name, Address and contact details (Mobile/Landline number) of the SPOC to be contacted by Prasar Bharati	
5	I a u trad Empil ID for communication	
6	PAN No. of applicant CMOTs (Creative Minus) i.e. mainteed Producer/Director/Team Leader/ Company/ Proprietary firm	
7	GST Registration details of applicant CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm	
8	Title of the Programme applied	
9	No of Episodes	
10	Average Duration of proposed Episodes	
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 will be dubbed or will it have subtrues have	Yes/ No
	If Yes in case of Point 13, then in how many languages	

Declaration:

the applicant(s) do

Signature of Authorized Signatory Place: Date: Name & Designation of Authorized Signatory (Seal of company/Proprietary firm/Producer)

List of Documents to be Submitted with the Application

- Name and Profile of the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm
- 2. Award & Certificates (if any)
- 3. Concept Note and Synopsis of the content (episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed story-line, visualization and treatment, details of cast and crew, number of episodes along with duration etc.
- 4. Showreel of Previous Fresh/Work (Duration 3 minutes approximately)
- 5. PAN No
- 6. GST Registration Certificate
- 7. Income Tax Returns for last 3 years
- 8. Balance Sheets/audited accounts for last three years. (if available)
- 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.
- 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.
- 11. Affidavit for meeting eligibility criterion and providing correct information (Annexure-3)
- 12. Indemnity Bond (Notarized) as per Annexure-5.
- Integrity Pact on plain paper where the offered/proposed cost for sourcing of programme is Rs 2 Cr or above as per Annexure-6.

Format of Undertaking (On Notarized Stamp Paper of Rs. 100)

	S/o	age	******	R/0
IWe				
	do hereby solemnly declare as follows:			

1. That I, am the representative of the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm and is authorized to sign this undertaking.

2. That the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm 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 CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm is not debarred under Rule 151 of GFR 2017.

4. That the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm 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 it is solemnly declared that in case any amount is found to be outstanding against CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm, 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.

Place: Date:

Signature

Organisation Seal:

Format of Certificate (For Authorized Signatories) on Letter Head

CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership authorize Ms./Mr./Mrs. 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: the

INDEMNITY BOND

(To be Notarized on Stamp Paper of Rs 100/-)

M/s. Prasar Bharati

New Delhi

- This is to inform and certify that the content to be produced by the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm is ORIGINAL piece of work, which is offered as per the Content Sourcing Policy 2024 under Chapter-2 Commissioning on Fixed Budget Method in Open Proposal Mode. We hereby indemnify you against all costs and consequences of any third party claims of infringement of rights.
- 2. 2.That the CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firm hereby undertakes to indemnify and keep harmless Prasar Bharati against all such losses, expenses, damages, costs etc. which may be suffered, incurred, undergone and / or sustained by Prasar Bharati due to the false commitments of the Executant. The Executant hereby further confirms and declares that this bond is irrevocable and shall be final and binding on him / his / her / their heirs, executors, administrators, legal representatives and assigns.

For (Name of the Production House)

Director/Partner

(Sign & Seal)

Signature of Witnesses:

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

CMOTs (Creative Minds) i.e. Individual Producer/Director/Team Leader/ Company/ Proprietary firm/ Partnership Firmat address <<u>>acting</u> through Sh. <<u>>acting</u> through

PREAMBLE

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 INTEGRITY PACT.

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 < Commissioning on Fixed Budget Method in Open Proposal Mode for the programme "......"> at a 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 the 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

> and has not engaged any individual of him of company whether indicated ways of 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 fumished 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 Paras4.1.1to4.1.9 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 Aloke 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 tum 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	hereby			INTEGRITY	FAUL	u.
			C	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)

Annexure-7

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The indicative list of the program genres / themes are given below:

a. For DD News: State-of-the-Art Docu-Series

The following themes are proposed for DD News, focusing on current affairs and national development:

- 1. Climate Change
- 2. Environment & Sustainable Development
- 3. Space The Final Frontier
- 4. Reclaiming Cultural & Scientific Legacy of India
- 5. Disaster Management
- 6. India The Emerging Manufacturing Hub
- 7. Sports Rising Stature
- 8. Startups Fueling the Future
- 9. Leading the World Diaspora Diaries
- 10. World in Crisis India's Role
- 11. Skill India Building Tomorrow's Workforce
- 12. Natural Farming The Way Ahead
- 13. India's Infrastructure Decade.

(b) For DD National: High-Quality Content in Diverse Genres

The following themes are proposed for DD National, focusing on a variety of genres and storytelling formats:

1. Virasat Ki Khoj - Adventure travel show exploring India's cultural heritage through a treasure hunt.

2. Rural Trails of India - A travelogue highlighting rural tourism and sustainable

practices. 3. Soulful Melodies-A musical show celebrating Ghazals, Sufi songs, and Qawwali.

4. Lavanya – A serial about a rural girl's journey of empowerment through government

schemes. 5. Startup Stars - Reality show discovering top rural and urban startup entrepreneurs.

6. Tele-Law: Justice at Your Fingertips - Showcasing the Tele-Law initiative offering

digital legal aid. 7. Cyber Sawdhaan - Animated series on cybercrime prevention with engaging

characters. 8. GI Tag Ka Safar – Travelogue exploring India's heritage through GI-tagged products. 9. Gaon Se Gold Tak - The story of a young athlete's journey from Himachal to the

10. Swad Gaon Ka - Traditional Cookery Show - A cookery show featuring authentic Olympics. village and homely cooking.

11. Ministry of Fisheries - Highlighting sustainable fishing practices and government initiatives to empower fisherwomen.

12. Adventure Awaits – Gen Z explorers discovering untrodden, adventurous locations in India.

(C)List of Programs proposed for All India Radio by CMOTs:

- Podcast "Lakshya Ki Udaan": A podcast highlighting the transformative journeys of rural women entrepreneurs, "Lakhpati Didis" and "Drone Didis," using SHGs to overcome challenges and inspire nationwide replication.
- 2. **"Tana Bana"**: A radio travelogue exploring India's diverse weaving traditions, focusing on iconic sarees, master weavers, and the evolution of traditional crafts across regions.
- 3. "Gaon Ki Goonj: Ek Prem Kahani": A radio love story set in rural India, where two lovers experience the transformative impact of government initiatives, reshaping their perception of village life.
- 4. "Grassroots Genius": A podcast showcasing rural innovators in India, highlighting how their simple, traditional solutions have driven community transformation.
- "Folk Fusion: A Melodic Journey on AIR": An All India Radio program blending traditional Indian folk music with contemporary genres, celebrating cultural heritage while appealing to modern audiences.
- FIT India : HIT India A programme to promote sports activities of 2nd tier towns and cities and local games through story/drama formats.
- Start-up (Jeeteinge Hum, Koshish, Prayas): A programme to promote entrepreneurship, growing interest in procedures, success stories of start ups from different parts of India.

Annexure -8

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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,
- 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;
- contains anything affecting the sovereignty and integrity of India and the security of the State;
- 7. amounts to contempt of Court,
- 8. casts aspersions the Judiciary, on the integrity of the President, Governors and
- 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;
- is likely to incite an offence or contravenes including provisions of the Copyright Act, 1957; prevailing laws;
- 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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