

Prasar Bharati
Content Sourcing Division
Copernicus Marg, New Delhi

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

Dated: 24.07.2022

Subject: Notice (Limited Tender) for inviting Applications for grant of exclusive global license in respect of the programme “Swaraj” for three years to OTT platform.

1. Prasar Bharati invites applications from the OTT Platforms (Netflix, Hotstar, Amazon Prime, SonyLiv, Voot, Jio TV, ALTBalaji, Eros Now, Discovery Plus, Airtel Streams, Shemaroo, Zee 5, MX Player) to grant exclusive global license in respect of the programme “Swaraj” for three years. The programme is being commissioned by Prasar Bharati to commemorate 75 years of India’s Independence. The programme is focussed on unsung heroes and battles of India’s Independence all across the country. The grant of exclusive license by Prasar Bharati shall authorise the OTT Platform to upload and store the programme on its server for the purpose of communicating the programme to the public through such OTT Platform, whether free of cost, or on payment of any charges by the viewing public, as per the detailed terms and conditions of the license agreement.
2. The programme has 75 episodes having duration from 44-50 minutes. Average duration of episodes of the programme will be about 48 minutes. The programme is originally being produced in Hindi language and will be dubbed in English and 9 other languages namely Marathi, Odia, Tamil, Telugu, Malayalam, Kannada, Bengali, Assamese and Gujarati.
3. A detailed description of the programme is given at Annexure-I. Prasar Bharati can also arrange preview of one episode of the programme for the applicants.



4. The reserve price for grant of license of 75 episodes of programme in Hindi and dubbed versions in English and nine other regional languages as mentioned in Para#2 is Rs 26.25 crore plus GST.
5. Each episode of the programme of a particular language will be placed on OTT platform after 48 hours of its first telecast on Doordarshan Network.
6. License period of three years for the programme in a particular language shall commence from date of supply of first episode of the programme in that particular language by Prasar Bharati to the successful OTT platform.
7. The OTT platform to which the license is granted shall not sublet, delegate or reassign the license in whole or part to any third party except in case of merger of entities, for which prior approval of Prasar Bharati shall be sought.
8. License shall be granted to the highest bidder through the process of e-Auction. Date of conducting of e-Auction process will be intimated later to the eligible applicants as per Para #10.
9. Incremental amount beyond the reserve price in the e-auction process will be Rs. Five Lakh and multiples thereof. The e-auction process will continue till there is no further bidding. License shall be granted to the highest bidder.
10. The OTT Platforms desirous of participating in the e-auction will be required to submit the following:
 - i. Application as per Annexure-II.
 - ii. Integrity Bond as per Annexure-III.
 - iii. Bid security amount- Rs 65,62,500/- (Rupees Sixty Five Lakhs Sixty Two Thousand Five Hundred only) in the form of demand draft from any scheduled commercial bank in favour of "PB (BCI) Doordarshan Commercial Service, New Delhi."
 - iv. An Undertaking as per Annexure-IV

30/5/21

11. Bid security amount will be refunded to the unsuccessful bidders within three weeks after declaration of the result of e-auction.
12. A successful bidder shall be required to submit the Performance Bank Guarantee (“PBG”) of 5% of the contract value valid for six months after the contract period before the signing of the agreement.
13. The successful bidder shall make the payment as per the following schedule:

1.	Within seven days of signing of the agreement (“1 st installment”)	Rs 5 Crore
2.	Subsequent installments within 30 days of the scheduled date for payment of the previous installment starting from the “1 st installment”. Total number of such installments shall be 15(fifteen).	Subsequent installment amount = (Bid amount minus Rs 5 Crore) ÷ 15

14. In case, any installment is not paid within the scheduled date, a notice to this effect shall be issued to the defaulter to deposit the due payment along with penalty as mentioned in the Para # 14 (below) within seven days.
15. A penal interest of **14.5% per annum** shall be charged from the due date of payment. The penal interest shall be charged for the entire month for a payment default of seven days or part thereof.
16. In case the installment due along with the penal interest is not paid within seven days from its scheduled due date, the Bid security Fee/ PBG along with any installment already deposited by the bidder till date, may be forfeited and license may be withdrawn.
17. Online Training will be provided to all the participants by PB before the commencement of actual e-Auction process.

30/10/20

18. Prasar Bharati reserves the rights to accept/reject/cancel/amend the e-Auction process at any time during the e-auction or after the e-auction. The Last Date for submission of applications is 04.08.2022. The completed application along with the requisite documents may be submitted to contentsourcingdivision@gmail.com followed by the submission of hard copy at DG:Doordarshan, Room No. 1005, Film Section, Tower B, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 by 4 PM on 04.08.2022.
19. In case of any query regarding submission of online form application, the applicants may contact at our e-mail – contentsourcingdivision@gmail.com.
20. A pre-bid meeting will be held on 28.07.2022 at 03:00 PM in Malgudi Conference Hall, 5th Floor, Tower A, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001. Bidders willing to attend the pre-bid meeting, may send a confirmatory mail in this regard to contentsourcingdivision@gmail.com by 3 pm on 27.07.2022.



Surender Singh

DDG (Content Sourcing)

Contact: 011- 23 11 4519

Dated: 24.07.2022

Programme- SWARAJ

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

30/10/2

9. An extensive promotion plan through print, digital, cinema, OOH and TV is being implemented to promote the programme.
10. The promo of the programme was launched by Hon'ble Minister of Information and Broadcasting. A massive launch event for programme is planned before the telecast of first Hindi episode on DD National on August 14, 2022.

ANNEXURE-II

APPLICATION FORM

Application from OTT Platforms for the registration of e- Auction for grant of exclusive global license of the programme "Swaraj" for three years

S.No	Particular	Details
1.	Name of the Entity	
2.	PAN No. of the Entity	
3.	GST Number of the Entity	
4.	Please specify the name of the authorized signatories for signing the documents and agreements.	
5.	Address of the Bidder/Representative.	
6.	Contact person with contact details including Mobile No. & Email	
7.	Bid Security amount	i. Amount: Rs 65,62,500/- (Rupees Sixty Five Lakhs Sixty Two

Handwritten signature

		Thousand Five Hundred only)
		ii. DD No. & Drawing bank

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

(Signature of Authorised Signatory)

(Name & Designation of Authorised Signatory)

Place:

Dated:

(Seal of company)

30/10

THE INTEGRITY PACT

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

AND

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

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

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

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

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

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

1. COMMITMENTS OF PRASAR BHARATI

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

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

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

2. COMMITMENTS OF THE OTT PLATFORM

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

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

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

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

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

f) If the OTT PLATFORM, or any employee of the OTT PLATFORM, or any person acting on behalf of the OTT PLATFORM is a relative of any of any officer of PRASAR BHARATI; or alternatively, if any relative of an officer of PRASAR BHARATI has financial interest/stake in the OTT PLATFORM's firm, the same

shall be disclosed by the OTT PLATFORM. The term, relative for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

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

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

a) The OTT PLATFORM declares that no previous transgression has occurred during the last three years immediately preceding the signing of this INTEGRITY PACT, with any other entity in any country in respect of any corrupt practices envisaged hereunder, or with any Public Sector Enterprise in India, or any Government Department in India that will justify OTT PLATFORM's exclusion from the TENDER process.

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

4. SANCTIONS FOR VIOLATIONS

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

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

- b) The Security Deposit/ Performance Bond (in the event of the agreement for procurement of content having been signed) shall stand forfeited either fully or partially, as decided by PRASAR BHARATI and PRASAR BHARATI shall not be required to assign any reason there for.
- c) To rescind the agreement for procurement of content, if already signed, without giving any compensation to the OTT PLATFORM.
- d) To recover all sums already paid by PRASAR BHARATI, with interest thereon at 2% higher than the prevailing Benchmark Prime Lending Rate of State Bank of India. If any outstanding payment is due to the OTT PLATFORM from PRASAR BHARATI in connection with procurement of any other content, such outstanding payment may also be utilized to recover the aforesaid sum and interest.
- e) To encash any bank guarantee or performance bond furnished by the OTT PLATFORM, in order to recover any money already paid by PRASAR BHARATI with any interest thereupon.
- f) To rescind all or any other contract with the OTT PLATFORM. The OTT PLATFORM shall be liable to pay compensation for any loss or damage to PRASAR BHARATI resulting from such rescission and PRASAR BHARATI shall be entitled to deduct the amount so payable from the money(s) due to the OTT PLATFORM.
- g) To debar the OTT PLATFORM from participating in future bidding processes of the Government of India/ PRASAR BHARATI for one to three years, which may be further extended at the discretion of PRASAR BHARATI.
- h) If any transgression by the OTT PLATFORM, or any one employed by it, or acting on its behalf (whether with or without the knowledge of the OTT PLATFORM) constitutes an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption, PRASAR BHARATI may take suitable legal action in this regard.

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

5. INDEPENDENT MONITORS

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

Shri VishwanathGiriraj, IAS (Retd.)

Flat 1001, A Wing, Landmark Towers,

OppWadala Telephone Exchange,

G D Ambekar Marg, Naigoan,

Dadar East, Mumbai-400014

Ph: 022-24169883

Mobile No: 09821937549

Email: vgiriraj@rediffmail.com

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

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

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

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

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

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

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

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

6. FACILITATION OF INVESTIGATION

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

7. LAW AND PLACE OF JURISDICTION

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

8. OTHER LEGAL PROVISIONS/ ACTIONS

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

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

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

9. VALIDITY

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

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

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

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

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

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

(Office Seal)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Affidavit
(on Stamp Paper of requisite value)

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

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

Signature:

Date:

VERIFICATION

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