

Prasar Bharati
(India's Public Service Broadcaster)
Prasar Bharati Secretariat
Prasar Bharati House, Copernicus Marg
New Delhi - 110 001

No. DTH/3(2)/2023/P-VII/e-Auction (MPEG-4 Slots)

Dated: 04/07/2023

Notice for 71st e-auction of DD Free Dish slots

Subject: Notice Inviting Applications for Allotment of Vacant MPEG-4 Slots of DD Free Dish Platform on a Pro-Rata Basis for the Period From 18.07.2023 to 31.03.2024.

1. Prasar Bharati invites applications for allotment of MPEG-4 slots of DD Free Dish Platform on pro-rata basis for the period from 18.07.2023 to 31.03.2024 through 71ST e-auction process to be tentatively held on 11.07.2023.
2. The e-auction will be conducted in accordance with E-auction Methodology for allotment of DD Free Dish slots to private TV channels, notified by Prasar Bharati on 27.01.2023 which is available on the website, <http://prasarbharati.gov.in>.
3. Only satellite channels 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 licensed by the Ministry of I & B can also participate in e-auction.
5. 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
6. Bidding in the e-auction of MPEG-4 slots will be open to all genre (language) Channels at starting reserve price of Rs. 1,24,24,000/- (Rupees One Crore, Twenty Four Lakh, Twenty Four Thousand Only), exclusive of GST.
7. 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.

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8. 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. 10.00 Lakhs (Rupees Ten lakhs only) is to be paid through Demand Draft only. A copy of the participation fee's demand draft is to be uploaded online.
9. 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 with you in pdf format for uploading.
10. After submission of online application, the original demand draft for participation fee along with printout of acknowledgement for submission of online application, which will be sent to you on your authorized e-mail, is to be submitted in sealed cover either in person or by Speed/Registered Post addressed to Director (Platforms), Room No. 601, Tower-A, Directorate General: Doordarshan, Doordarshan Bhawan, Copernicus Marg, New Delhi-110001 latest by 10.07.2023 (Monday) by 15:00 Hrs.
11. Online training will be provided to all eligible participants before the commencement of actual e-Auction.
12. If required, Prasar Bharati can extend e-Auction to the next day or as the case maybe.
13. For details like e-auction process, terms & conditions and payment schedule etc. please refer to E-auction Methodology available on the website <http://prasarbharati.gov.in>.
14. 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.
15. For unsuccessful bidders, participation fee will be refunded within three weeks after the declaration of the results of e-auction.

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16. After the successful conduct of e-auction, a Letter of Allotment will be issued by Prasar Bharati to the successful bidders along with the payment schedule for payment of bid amount and prescribed format of agreement to be signed between Prasar Bharati & respective bidders.
17. Every successful bidder will be required to sign an Agreement with Prasar Bharati in two original copies within 15 days of issue of Letter of Allotment. The prescribed format of the Agreement is available on the website <https://prasarbharati.gov.in>.
18. Successful channels will be placed on vacant Logical Channel Numbers (LCNs) of DD Free Dish. After completion of e-auction, successful channel may apply giving three options in the order of preference for allotment of LCN. However, this does not guarantee for placement of successful channel on preferences given for LCN. All such requests shall be considered by Prasar Bharati in accordance with prescribed procedure for allotment allotment/change of LCN to private TV channels, which is available on the website <https://prasarbharati.gov.in>. Prasar Bharati's decision in this regard shall be final.
19. Successful channels shall be required to make payments as per payment schedule prescribed in Letter of Allotment which will also be part of agreement to be signed between Prasar Bharati & successful bidders.
20. In case of any installments not paid within the scheduled dates, a notice to this effect shall be issued to the defaulter to deposit the payment due along with interest @ 14.5% per annum, within seven days. Interest @ 14.5% per annum shall be charged from the due date of payment. In case the installment due along with the interest is not paid within seven days from its scheduled due date, the Participation Fee along with any installment already deposited by the Broadcaster/Channel till that date, will be forfeited and the channel will be discontinued from DD Free Dish Platform without any further notice and the channel will have no right to be carried on DD Free Dish on vacated slot.

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21. 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.
22. In case the Channel Provider withdraws his channel prematurely or terminates the contract prematurely the Participation Fee shall be forfeited along with any installment already deposited.
23. Successful Channels will be required to arrange their own IRD Box in advance at DTH Earth Station, Todapur, New Delhi, to place their Channel on DD Free Dish Platform.
24. The Last Date for submission of applications and original Demand Draft is **10.07.2023 (Monday) by 15:00 Hrs.**



Neeraj Goyal
Deputy Director
(Platforms)

नीरज गोयल
उप निदेशक (अभि.)

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 also 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 also provide permission for change of name/logo of the channel.
4. Copy of Demand Draft of Rs.10.0 Lakhs (Rupees ten lakhs only) towards participation fee from any scheduled bank in favour of PB (BCI) Doordarshan Commercial Service, New Delhi.
5. Undertaking in the prescribed format as per Annexure-2.
6. Authority letter in respect of person with phone no and email id authorising to bid in e-auction on behalf of Bidder Company, in the format given in the notice inviting applications as per Annexure-3
7. Duly filled and signed Integrity Pact as per Annexure-4. (For bids more than Rs.2.00 Cr.)
8. Copy of PAN No. of Applicant Company.
9. Copy of GST Registration of applicant company.
10. 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.

Format for Undertaking

I/We on behalf of hereby undertake that we have applied for participation in e-auction process notified vide notice no. DTH/...2023/P-VII, dated for allotment of DD Free Dish slot 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 pertains to (*Genre of channel*) in (*Language of channel*).

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 is 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 here is found to be misleading or conflicting, 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:

(Organisation Seal)

(Name)

CERTIFICATE as to AUTHORIZED SIGNATORIES

I, the Secretary / President of
certify that Ms. / Mr. whose signature is verified below and
having authorized e-mail Id and Mobile Number provided below is authorized to
sign the application and communicate with Prasar Bharati pre & post e-Auction.

Authorized Person's	
Name	
Signature	
Designation	
Ph. No.	
Authorized E mail Id	

Authorizing Person's	
Signature	
Name	
Designation	
Organization Seal	
Date	

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), Doordarsahn Bhawan, New Delhi, herein after referred to as "PRASARBHARATI" (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 favour or disfavour 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:

Shri Vishwanath Giriraj, IAS (Retd.)

Flat1001, A Wing, Landmark Towers, Opp Wadala 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 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)

(Name & Designation)

(Name & Designation)

(Office Seal)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name &Address)