

Internet Cell
Approved
2/10/18



प्रसार भारती/ PRASAR BHARATI
(भारत का लोक सेवा प्रसारक) / INDIA'S PUBLIC SERVICE BROADCASTER
आकाशवाणी महानिदेशालय / DIRECTORATE GENERAL: ALL INDIA RADIO

No.: A-45011/35/2017-SV/725

New Delhi, dated the..... April 2018

04-05-2018

परिपत्र / CIRCULAR

Prasar Bharati vide letter No. A-10/159/09-PPC dated 27.09.2012 had issued "Contractual Engagement Policy" which was circulated by DG:AIR vide letter No. A-45011/29/2012-SV dated 03.10.2012. Prasar Bharati Sectt. has issued following letters/OMs for modifications/clarifications in the "Contractual Engagement Policy":

<u>Sl. No.</u>	<u>Letter/OM No. Of PB Sectt.</u>	<u>Date of letter/OM</u>	<u>Subject</u>
1.	A-10/116/2013-PPC(Pt.)	16.1.2018	Performance Appraisal Form (PAF) for contractual engagements.
2.	A-10/016/32/2015-GA	2.1.2018	Long term contractual engagement Policy of Prasar Bharati. Revision of offer of engagement letter.

Copies of above letters/OMs have been uploaded on the website of All India Radio "air.org.in". The same can be downloaded by the Sections/stations for necessary action and strict compliance for engagement of staff on contract basis.

(संजीव कुमार) / (Sanjeev Kumar)
उपनिदेशक प्रशासन (मुख्यालय) / Dy. Director of Admn.(HQ)

☎ 23421261

To:

1. All Sections in DG:AIR.
2. PS to Director General, All India Radio, New Delhi.
3. PA to all ADGs/DDGs in DG:AIR, New Delhi.
4. PA to Director (Admn.) / All DDAs, DG:AIR, New Delhi.
5. All Stations Directors / Heads of offices / Stations / Kendras of All India Radio.
7. Superintending Engineer, All India Radio, New Broadcasting House, New Delhi with a set of above mentioned letters/OMs with the request to upload the same on the website of All India radio.
8. PB Sectt. (By name Shri Srideb Nanda, Director (Admn.), Prasar Bharati House, Copernicus Marg, w.r.t. letter referred to above.

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PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
PRASAR BHARATI SECRETARIAT
PRASAR BHARATI HOUSE, COPERNICUS MARG, NEW DELHI

No.A-10/016/32/2015-GA

02.01.2018

Sub:- Long Term Contractual Engagement Policy of Prasar Bharati

The Prasar Bharati Board in its 139th meeting had desired that hiring senior broadcast professionals for longer tenures, through well drawn out contract with provision for review and incentives, incorporating a minimum security of tenure with terms that provide conducive environment for professionals to work in Prasar Bharati, may be put in place.

2. The HR & Training Committee in its meeting held on 29.08.2017 had approved the Offer Letter for long term contractual engagement in Prasar Bharati. Further, the Committee had decided that the offer letter will be used for all contractual engagements in Prasar Bharati.

3. Accordingly, a copy of the Offer Letter format for all contractual engagements is therefore enclosed for adoption across all verticals of Prasar Bharati.

Encl.: as above

Vimala
(Vimala Vikram)
Dy. Director (GA-II)

To,

- ✓ 1. ADG(Admn.), DG: All India Radio, Akashwani Bhavan, New Delhi
2. ADG(Admn.), DG: Doordarshan, Doordarshan Bhavan, New Delhi
3. ADG(Admn.), DG: NSD, All India Radio, Akashwani Bhawan, New Delhi
4. ADG(Admn.), DG: DD (News), Doordarshan Bhawan, New Delhi

Copy to:

- (i) SO to CEO
- (ii) DDG (T), PB - for uploading on PB's website.
- (iii) PS to ADG(E&A)

Dir(A&A)

DDA/HA

SO-58

15/01/2018
11.1.2018

37
3/1/18

2/1/18

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Offer Letter for Long Term Contractual Engagement in Prasar Bharati
Secretariat/DG AIR/DG DD

Dated:

To

_____.

Subject: Offer to work as _____ in Prasar
Bharati Secretariat/DG AIR/DG DD etc. on contract basis.

Sir/Madam,

Based upon bio-data, work experience and personal talk (wherever applicable), it has been decided to engage you on contract basis for a period of _____ years in the Prasar Bharati [Prasar Bharati Secretariat/DG AIR/DG DD (as the case may be)]. The proposed contract will be subject to the following terms and conditions.

1 TENURE:

The contract will be initially for a period of _____ years from the date of joining during which your performance will be continuously evaluated by the Corporation. The period of contract may be further extended on renegotiated terms depending on your performance and requirements of Prasar Bharati [Prasar Secretariat/DG AIR/DG DD etc.]

extended further the contract would automatically come to an end on the expiry of this period.

2. **SEVERANCE OF TIES WITH EMPLOYER** (wherever applicable):

In case you are a serving in any organisation in public or private sector, you shall be required to sever all ties with your present employer either by resigning or by taking voluntary retirement from service (VRS), as the case may be, before joining this organisation.

3. **REMUNERATION, INCENTIVES & PERQUISITES:**

You will be paid a consolidated remuneration of Rs. ___ per month. The remuneration may be further increased annually depending upon your performance. In exceptional case depending upon your outstanding performance, your remuneration may be increased any time at the discretion of the Corporation. The decision of CEO Prasar Bharati in such matters shall be final. You will not be entitled to any other allowances.

4. **NATURE OF DUTIES:**

(To be specified in each case)

5. **WORKING HOURS:**

You will be required to adhere to the normal working hours in Prasar Bharati which are from 9.30 AM to 6.00PM from Monday to Friday with half an hour lunch break from 1.30 PM to 2.00 PM. You may, however, be required to work on these holidays or for

[Faint signature and stamp at the bottom of the page]

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6. **SUPERVISION AND CONTROL:**

You will be required to report to _____ who will be the Controlling Officer with regard to performance of your duties.

7. **ENTITLEMENT TO LEAVE:**

You will be entitled to leave not exceeding 30 days in a year or pro-rata depending on the duration of the contractual engagement.

8. **DISCIPLINE:**

During the period of your contractual engagement, if in the opinion of Corporation, you are negligent or ineffective in the performance of your duties or are found to be indulging in activities against public policy or prejudicial to the interest of the Central or State Governments or in misbehaviour affecting the functioning of the Office or insubordination towards your superiors, then the Corporation, after giving you an opportunity to explain and clear yourself, may terminate your contractual engagement on payment of one month's remuneration as compensation in lieu of notice as per condition No. 14 of this Offer. Besides, you will be subject to the rules and regulations, orders and instructions as may be laid down by the Corporation in relation to conduct, discipline and other matters for contractual engagees. You shall carry out all such duties as may be assigned to you.

9. **PERSONAL INFORMATION:**

You shall immediately communicate to your superior officer/controlling officer, any change in your current residential address. All official communications will be made at the address last communicated by you in writing. At any point of time, if the personal particulars/information given by you in your resume/application is found to be false, your contractual engagement shall be terminated without any notice or payment or compensation in lieu of notice.

10. **CONFIDENTIALITY:**

During the course of your contractual engagement, you may come across/ have access to certain vital business information, trade secrets, proprietary information, financial matters, customer related information that are sensitive to the commercial interest of Prasar Bharati (confidential information). You shall not disclose or divulge except under legal obligations, any of these information or affairs of Prasar Bharati or confidential information which may come to your knowledge during the course of your contractual engagement nor shall you reveal these to anyone even after the termination of your contract with Prasar Bharati

11. **COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS:**

Your contributions in any class of work such as –

- (i) Original literary, dramatic, musical and artistic works,
- (ii) Cinematography films, programmes, concepts, ideas and software etc.

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that are produced in the course of your contractual engagement in Prasar Bharati shall remain exclusive property of Prasar Bharati during and after your contractual engagement in Prasar Bharati and you shall have no right or claim on the same.

12. **ENGAGEMENT IN OTHER BUSINESS:**

- a) During the period of your contract with Prasar Bharati you shall devote your whole time and attention to the service of the Prasar Bharati. For this reason, during the term of your contract, you shall not directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whethèr as an owner, employee, officer, director, agent, partner, consultant or contractual assignment directly or indirectly, part-time or otherwise) for any consideration, in cash or in kind or otherwise.
- b) Without prejudice to the above provision, you confirm that you have declared to Prasar Bharati all of your business interests existing on the date on which your contract commences, whether or not they are similar to or in conflict with the business/activities of Prasar Bharati. If these interests change during the term of your contract, you will promptly notify Prasar Bharati.
- c) During the period of contract you shall neither associate yourself nor let your work, name, image or personality be used by any other organisation without the express written consent of Prasar Bharati in writing.

13. NON COMPETITION AND NON SOLICIT:

13.1 During the contractual period and for a period of 12 months after cessation of the contractual period with Prasar Bharati (the "Restricted Term"), you shall not, directly or indirectly, in any capacity, role or function, on your own behalf or on behalf of any other person or organization, other than in performance of your duties and responsibilities on contractual engagement in Prasar Bharati solicit and/or attempt to solicit or accept business from –

- (a) Any present or former clients of Prasar Bharati to which you were providing services during the period of contract and/or;
- (b) Any client or prospective clients of Prasar Bharati to which you were seeking to provide services or products, including participating in sales efforts of Prasar Bharati, during the period of contract;

Unless such services or products being provided to the clients or prospective clients by you or any third party with whom you were employed are wholly unrelated to the services or products of Prasar Bharati as existing on the Separation Date and/or;

13.2 During the contractual period or for a period of 12 months after cessation of the contractual period, you shall not directly or indirectly, in any capacity or function, on your own behalf or on behalf of any other person or organization:

- (a) Interfere or attempt to interfere in any way with the Prasar Bharati's relationships with any of its clients, service

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attempting to induce any of the abovementioned persons or organizations to terminate or change the terms of his/her/its dealings with Prasar Bharati. and / or;

- (b) Participate in or be employed by in a business similar and same as Prasar Bharati.
- (c) solicit or endeavour to entice away any person working in Prasar Bharati or accept orders or business from any person who was a client or potential client of Prasar Bharati and who dealt with or had dealings with you in this period or with whom to your knowledge any member of staff or other persons engaged on contract in Prasar Bharati, had dealing in this period. This restriction shall not apply to the provision of goods or services, which do not compete with the business of Prasar Bharati.

14. TERMINATION OF CONTRACT.

The contract can be terminated by either side by giving one month's notice or payment of one month's remuneration in lieu thereof without assigning any reason.

15. OTHER TERMS:

- 15.1 You will not have any claim or right whatsoever for extension of the contract or for regular appointment or to any seniority in Prasar Bharati under any circumstances
- 15.2 No TA/DA shall be admissible to you for joining this assignment or on its completion. If you are required to travel outside the

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Bharati drawing pay of an equivalent amount. (In case you are a retired Govt. Servant you will be paid TA/DA on official tour as per your entitlement at the time of retirement.

In case the above terms are acceptable to you, please sign below in token of your acceptance thereof.

Yours faithfully,

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I have read the terms and conditions of the above offer letter and confirm my acceptance of the same.

(__signature__)

Name:

Address:

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PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
PRASAR BHARATI SECRETARIAT
PRASAR BHARATI HOUSE, COPERNICUS MARG, NEW DELHI

No.A-10/116/2013-PPC(Pt.)

16.01.2018

Office Memorandum No. 14/2018-GA

Sub:- Performance Appraisal Form(PAF) for contractual engagements

An ATR on administrative issues (Extension of tenure of contractual in DG:DD) from the decisions taken in Prasar Bharati Board Meeting (131st to 141st) were reviewed in 22nd Meeting of Management Committee held on 22nd June, 2017 wherein CEO observed that performance appraisal may be conducted by both the Directorates and at the Secretariat on a regular basis. The roles and responsibilities of the contractual engagees should be clearly defined with measurable goals and the appraisals should state specifically the achievement of the same. Accordingly, a revised Performance Appraisal Form (PAF) has been approved by the Competent Authority. A copy of the same is enclosed for all contractual engagements for adoption across all verticals of Prasar Bharati.

2. The following caveat may also be ensured while considering the Performance Appraisal of the contractual engagees:-

- a. Clearly defined performance goals and deliverables for next 6 months.
- b. On-time performance review in 6 months.
- c. Reporting Officers to ensure goals are clearly understood, measurable and achievable. Reporting Officers should maintain a performance journal with inputs of contractual engagees. This Journal will be examined at the time of appraisal/renewal.

Encl.: as above

Vimala
(Vimala Vikram)
Dy. Director (GA-II)

To,

1. ADG(Admn.), DG: All India Radio, Akashwani Bhavan, New Delhi
2. ADG(Admn.), DG: Doordarshan, Doordarshan Bhavan, New Delhi
3. ADG(Admn.), DG: NSD, All India Radio, Akashwani Bhawan, New Delhi
4. ADG(Admn.), DG: DD (News), Doordarshan Bhawan, New Delhi
5. ADG(Admn.), NABM, Kingsway Camp, New Delhi
6. All ADGs of Prasar Bharati Sectt.

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- (iii) PS to ADG(E&A)

PERFORMANCE APPRAISAL FORM

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Assessment Year : 20 to 20

PART-I

Name	
Designation	
Date of first engagement	
Date of the last extension	
Present tenure	From: To:
Consultancy Fee/ Remuneration (as on last revision)	Rs. w.e.f.
Reporting Officer (Controlling Officer)	Name: Designation:
Reviewing Officer	Name: Designation:
Last Appraisal Period	
Present Appraisal Period	
Leaves availed (No. of days)	

**PART-II
SELF ASSESSMENT**

A. Deliverables: Targets and Achievements (To be filled in by the individuals)		
Assignments/ Deliverables	Targets	Achievements
<ul style="list-style-type: none">•••		

(Signature of the officer reported upon)

**PART - III
REPORTING AND REVIEWING**

1. Evaluation of Deliverables (Weightage-60%)	
Parameters	Points in scale of 10
<ul style="list-style-type: none">• Accomplishment of targets as per work allotted• Quality of output• Work planning• Proficiency• Conformity to procedural step for completion of task• Timely completion	
Overall Average (1)	

2. Personal Attributes		(Weightage-20%)	
Parameters		Points in scale of 10	
<ul style="list-style-type: none"> • Initiative • Dedication • Integrity • Responsibility • Team Work • Discipline • Punctuality 			
Overall Average (2)			
3. Functional Competency		(Weightage-20%)	
Parameters		Points in scale of 10	
<ul style="list-style-type: none"> • Knowledge of functional area • Resourcefulness • Coordination Ability • Analytical ability • Strategic thinking • Communication skill (oral/writing) • Capacity to adhere to time schedule • Decision making ability • Ability to motivate and mentor Subordinates 			
Overall Average (3)			
Weighted Average of score:		[60 (1)+20(2)+20(3)]/100	
Pen-picture of the appraisee by the Reporting Officer			
Status of Health:			
Recommendations of the Reporting Officer:			
Whether extension recommended or not.		Yes /No	
If so, the period of extension.			
Justification for retention/extension (with reference to quantum of work to be handled).		Assignments for the next extension	Target to be achieved

(37)

Whether increase in in generation recommended and if so, justifications for the same in detail	
(Signature of Reporting Officer)	
Recommendations of the Reviewing Officer:	Assessment by the PAC:
(Signature of Reviewing Officer)	