

**PRASAR BHARATI**  
**(India's Public Service Broadcaster)**  
**DIRECTORATE GENERAL: DOORDARSHAN**

**Guidelines for Commissioning of Programmes  
for Telecast on DD KASHIR**



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**Directorate General: Doordarshan**  
**Copernicus Marg, New Delhi-110001**

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## 1.OBJECTIVES

1.1 Prasar Bharati commissions programmes from time to time in accordance with channel requirements of Doordarshan to complement and supplement its in-house production efforts and to bring variety in its programming. Commissioning of programmes for DD Kashir will be undertaken by Prasar Bharati at Directorate General: Doordarshan.

## 2. INVITING PROGRAMME PROPOSALS

2.1 Proposals would be invited on identified themes/subjects from producers/production houses by a notice which will, inter alia, give details of the programme categories, genres, themes, subjects, number of episodes/hours of programme requirement through open advertisements/ on the website of DD/ newspapers etc.

2.2 Doordarshan reserves the right to make changes in the number of programmes to be commissioned, their type/genre, theme/subject and the number of episodes at any stage; its decision in this regard shall be final.

2.3 Doordarshan may invite proposals either on fixed budget basis or Assessed Budget basis as per the details below:

### **A. Fixed Budget Mode:**

In the Fixed Budget Mode, the applicant would be required to submit a proposal to produce the programme along with budget details, within the episode price specified by Doordarshan.

### **B. Assessed budget Mode:**

In the Assessed Budget Mode, the producer would be asked to indicate the budget.

Doordarshan reserves the right to decide the mode of commissioning.

## 3. ELIGIBILITY CRITERIA (For J&K Resident Applicants)

3.1 The Producer should be an Indian entity (individual, proprietorship, partnership, company, society, trust etc.) incorporated/registered/recognized, as the case may be, under the respective applicable laws and should have been in existence and working in the area of producing programmes/films for the last 3 financial

years excluding the current financial year. In the case of companies, they must be registered under the Companies Act, 1956/Companies Act, 2013. In case of a partnership, it should be registered under the Indian Partnership Act, 1932.

3.2 50% of the notified programmes are earmarked for Jammu-Kashmir residents and 50% are for open competition on merit. The residents of the J&K, to avail this benefit must submit documentary evidence to show that the principal shareholding of the company/firm is in the hands of persons domiciled in the J&K. An attested copy of the State Subject Certificate should invariably be furnished in support of the domicile status. In case of partnership firm, State Subject Certificate should be given for each partner.

3.3 In case application is under Jammu-Kashmir domicile status category, the Producer must have produced, for any broadcaster(s), at least 25 hours of general entertainment programming (including feature films) in any Indian language that has been telecast in the last three calendar years excluding the current year.

3.4 The Producer should not be a defaulter in payment of dues to DD at the time of submission of the proposal.

3.5 Consortium will not be allowed in any form.

3.6 A blacklisting order passed by the Central Govt/State Govts./ any PSU should not be in operation against a producer at the time of the submission of the proposal.

#### **4. ELIGIBILITY CRITERIA (Open Category)**

4.1 The Producer should be an Indian entity (individual, proprietorship, partnership, company, society, trust etc.) incorporated/registered/recognized, as the case may be, under the respective applicable laws and should have been in existence and working in the area of producing programmes/films for the last 3 financial years excluding the current financial year. In the case of companies, they must be registered under the Companies Act, 1956/Companies Act, 2013. In case of a partnership, it should be registered under the Indian Partnership Act, 1932.

4.2 The Producer must have produced, for any broadcaster(s), at least 150 hours of general entertainment programming (including feature films) in any Indian language that has been telecast in the last three calendar years excluding the current year.

4.3 The Producer should have in regard to TV/film production an annual turnover of a minimum of Rs. 1 crore in each of the last three financial years.

4.4 The Producer should not be a defaulter in payment of dues to DD at the time of submission of the proposal.

4.5 Consortium will not be allowed in any form.

4.6 A blacklisting order passed by the Central Govt/State Govts./ any PSU should not be in operation against a producer at the time of the submission of the proposal.

## **5. DOCUMENTS REQUIRED TO BE SUBMITTED**

5.1 Self-attested photocopies of Certificate of Incorporation, Memorandum & Articles of Association, Partnership Deed, Trust Deed and other relevant documents as the case may be, evidencing the incorporation/creation/existence of the producer along with Service Tax Registration Certificate and Annual Financial Statements & Income Tax Returns for the last three financial years excluding the current financial year.

5.2 Self-Declaration by the producer certifying that they are not a defaulter with DD (Submission through ANNEXURE: I)

5.3 Self-Declaration by the producer certifying that they are not blacklisted by any Central Govt. / State Govts. / PSU organization at the time of submission of proposal (Submission through ANNEXURE: I)

5.4 Verifiable Documentary proof (Telecast Certificate from the broadcaster) of all the programmes produced by it and telecast in the last three calendar years excluding the current year including details of these programmes such as year of production, year of telecast, channel of telecast, average ratings of each programme/series and total duration of the programmes and the language .In the case of films, censor certificate of the films released must be enclosed. The details shall be furnished strictly as per the ANNEXURE: II as attached with the Guidelines. Producers shall also produce such other documents as may be asked for by DD to verify eligibility.

5.5 Financial standing of the producer: latest Bank Account Statement, audited balance sheets for the last three financial years excluding the current financial year.

5.6 PAN number, attested copy of PAN card, IT returns for the last three financial years and a certificate from a Registered Chartered Accountant certifying the annual turnover during each of the last 3 financial years from TV/Film production

5.7 An affidavit-cum-declaration needs to be provided to the effect that the entire information submitted is correct (ANNEXURE-I)

5.8 A checklist of documents to be enclosed (ANNEXURE VII)

## 6. SUBMISSION OF PROGRAMME PROPOSALS

### 6.1. PROCESSING FEE

Each programme proposal shall be accompanied by a non-refundable processing fee of the value of Rs. 25,000/- (Rupees *Twenty five* thousand). The processing fee shall be submitted in the form of a crossed Bank draft payable to “**PBCCI: DG Doordarshan, New Delhi**” payable at New Delhi from any Scheduled Bank.

6.2 Applicants would be required to submit all essential information in a template designed by Doordarshan and placed on the designated website of DD (ANNEXURE-III)

6.3 The template would seek information on the subject, title, language, theme, category, genre (e.g. Fiction, Documentary, Quiz, etc.) of the programme.

6.4 The proposal should include the following –

- a) Concept, detailed story line (in case of serials) and treatment.
- b) Detailed scenario/script of all episodes with concept and treatment in case of a short series (i.e. programme of 4 episodes or less)
- c) Synopsis of 26 episodes with detailed scenario script for four episodes in case of a serial of more than 4 episodes.
- d) A show reel of the work done earlier by the producer shall be submitted alongwith the proposal. Submission of a show reel is mandatory to assess the quality, treatment and the presentation of the programme.

- e) If the programme is a Reality Show, Game Show or Quiz show, the IPR of the show format must rest with the producer (proof to be enclosed with the proposal). For such shows, the producer must submit along with the proposal, the design of the set which will also require approval of Doordarshan before the producer starts production of such programmes. Episodic break-up, run order of the show, number of cameras, details of anchors and judges' profiles and criteria of selection of participants along with the story board are required with the proposal.
- f) The Producer shall submit afresh show reel of work carried out by the production house in the last five calendar years (of upto 10 minutes' duration on DVD/CD/pen drive.)
- g) For production of quickies, spots, etc. the same details would be furnished along with a complete storyboard and details of postproduction.
- h) The format will be XDCAMHD MPEG 4:2:2 on PFD 23/PFD 50/PFD 100 Optical Disc format or any other format prescribed by DD as per the technical standards.

6.5 Details should be provided of the production team including names, bio-data and addresses of the director, researcher, script writer, cinematographer and music director along with the written consent of each one, agreeing to be engaged for the production of the programme. In case of a literary work, the written consent of the writer must be enclosed. No change in the production team, once intimated, will be made without the prior and written consent of Doordarshan.

6.6 The cost of production including the full details of budget breakup at pre-production, production and post-production stages must be submitted. This may be enclosed in a separate sealed cover, super scribed 'Proposed Budget,' and placed inside the main cover.

6.7 The applicant/Producer will provide such other documents and information as may be required by Doordarshan.

6.8 Each proposal will carry as its first page, an index indicating all the above with their page numbers. All documents/affidavits will be submitted with the proposals. Original documents will be provided for verification when asked for by Doordarshan.

## **7. SCRUTINY**

7.1 Each proposal received will be initially scrutinized on the basis of all submitted documents for its eligibility. In case of non-submission of any of the required documents, Doordarshan reserves the right to summarily reject the proposal.

## **8. SELECTION**

**8.1** The Evaluation would be done in a transparent manner through a jury process by constituting a committee. The composition of the Evaluation committee shall be constituted by the Chairman, Prasar Bharati.

**8.2** The Evaluation of proposal submitted under the Assessed Budget Mode shall be done by DG, Doordarshan in consultation with the Production & Content Committee of Prasar Bharati Board.

**8.3** Doordarshan shall ask the applicant/ producer to make a presentation in respect of the programme proposals submitted by him/her. In such an event, the applicant/ producer must present himself/herself in person before the selection committee along with the director/script writer and make such presentation (with the show reel/pilot wherever stipulated). Presentation by a person other than the applicant/ producer will not be allowed.

**8.4** The committee will select proposals mainly on the basis of the pilot/show reel (wherever applicable), presentation and the information submitted about the programme. The number of episodes will be decided by the committee.



8.5 Each proposal will be assessed on the basis of the following criteria-

**TABLE – 1 (For Open Category)**

S.No	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
1.	Relevant Experience	Number of hours of production	1. Produced 150 hours of programmes: 5 marks	20
			2. Produced more than 150 to 200 hours of programmes: 10 marks	
			3. Produced more than 200 to 250 hours of programmes : 15 marks	
			4. Produced more than 250 hours of programmes : 20 marks	
2.	Treatment	1. Script	15	60
		2. Star Cast/ Celebrity/ Crew	10	
		3. Marketability	10	
		4. Relevance of the theme/suitability	10	
		5. Production and technical value	15	
3.	Presentation (15) and Show reel (05)		20	20

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**TABLE – 2 (For J&K Resident Applicants)**

S.No	Evaluation Criteria	Sub-Criteria	Scoring	Max. Marks
3.	Relevant Experience	Number of hours of production	1. Produced 25 hours of programmes: 5 marks	<b>20</b>
			2. Produced more than 25 to 35 hours of programmes: 10 marks	
			3. Produced more than 35 to 50 hours of programmes : 15 marks	
			4. Produced more than 50 hours of programmes : 20 marks	
4.	Treatment	1. Script	15	<b>60</b>
		2. Star Cast/ Celebrity/ Crew	10	
		3. Marketability	10	
		4. Relevance of the theme/suitability	10	
		5. Production and technical value	15	
3.	Presentation (15) and Show reel (05)		20	<b>20</b>

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## **8.6 QUALIFYING BENCHMARK:**

Proposals which secure 60% and above marks will be considered for the next stage.

## **8.7 PROGRAMME ASSESSMENT FORMULA:**

The assessment of the proposal submitted under these guidelines shall be done as per the formula enclosed in ANNEXURE IV.

## **9. COSTING:**

The budget limit under the Fixed Budget Mode shall be decided by a costing committee constituted by DG:DD. This committee shall also assess the reasonability of the budget submitted by Producer under the Assessed Budget Mode. The costing committee would be decided by DG: DD and would have a representation of finance to be nominated by Member (F).

## **10. APPROVAL**

10.1 The recommendations of the committee will be put before DG: DD for approval. The decision thus arrived at will be final.

10.2 Acceptance or rejection of the proposal shall be communicated to applicants within four weeks of the decision of the selection/costing committee as the case may be.

10.3 After the consideration of the concept, script and complete details of the programme/preview of the show reel/design of the set, as the case may be and on being satisfied about their suitability for telecast in all respects, Doordarshan shall intimate to the Producer the exact date for the commencement of the telecast of the programme by giving it two months' notice to enable production.

## **11. AGREEMENT**

11.1 After approval of a programme, Doordarshan Directorate will enter into an Agreement with the applicant. The agreement shall, inter alia, indicate the terms and conditions and time frame for production and submission of the programme to DD. (ANNEXURE V)

## **12. QUALITY CONTROL**

12.1 To ensure that high standards of quality are maintained throughout the production, Doordarshan may attach an Executive Producer who shall associate himself/herself with the production of the episodes of an approved programme.

12.2 It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee, comprising not more than three official members including a technical member and involving two outside experts constituted for the purpose, will do the requisite certification before the programme is telecast. If and where necessary, the Executive Producer nominated by Doordarshan may also do an on-the-spot appraisal of any production with a view to ensuring required standards of quality and adherence to the plan submitted by the Producer.

### **13. PRODUCTION**

13.1 The programme would conform to the technical formats and technical standards approved and notified by DG: DD from time to time.

13.2 The Producer shall produce the programme and supply the episodes finished in all respects. All episodes of the programme shall be supplied within the time frame stipulated in the agreement. The Producer shall also supply promos (video, audio and print), publicity material for the programme.

13.3 If there is likelihood of delay in supply of the programme, the Producer shall seek extension of time from Doordarshan. The latter may, at its discretion grant such further time as deem fit or reject the request. If extension is granted, the period of extension will be decided by the DG, Doordarshan.

13.4 Any delay over and above the original/extended period granted would attract a deduction from the amount payable to the Producer at the rate stipulated in the Agreement.

13.5 The script and Discs (rough-cuts, final master) submitted by the Producer would be previewed by Preview Committee.

13.6 If the Preview committee/ Executive Producer suggests amendments in the programmes at any stage of the production, the Producer shall carry out the same within the shortest possible time at his/her own cost.

13.7 All programmes/episodes shall conform to the Broadcasting Code, Programme Code and Advertising Code of Doordarshan.

13.8 On completion of the programme/final episode, the following shall become the property of Doordarshan in perpetuity and shall be transferred to and/or handed over to Doordarshan before the release of the final payment of the programme:

(a.) All scripts and versions of the programme.

(b.) All masters, shooting tapes/Discs along with unedited material, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/episodes.

13.9 During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated should be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard.

13.10 Graphics, Captions and action shall be within the safe areas.

13.11 All programmes in above genres have to be submitted in HD format (XDCAM HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed by DD. Submissions in any other format will be summarily rejected.

13.12 Master Discs shall have 10 sec. Black, 30 sec. Colour Bar w/t 1 kHz tone, 10 sec. Black followed by 10 sec. Countdown in sequence as the programme leader.

13.13 Doordarshan would check all the telecast masters for technical quality and if the discs are technically rejected by Doordarshan, the Producer shall carry out necessary corrections as desired by Doordarshan, within the shortest possible time at his/her own cost. The telecast masters submitted after necessary corrections shall be checked for technical quality again and if the discs fail the technical quality for the second time or on subsequent checks, the Producer would have to pay penalty equal to 1% of the Episode Price for each rejection.

13.14 All programmes in above genres have to be submitted in HD format (XDCAM HD4:2:2, 1920x1080/50i (16:9) in .MXF OP1a Wrapper) only. Submissions in any other format will be summarily rejected.

## 14. KEY PAYMENTS

14.1 Payments for a programme shall be made in the following manner:

Sl. No.	Milestones	Amount to be paid
1.	On signing of Agreement and script Approval	30% of the total budget
2.	On approval of rough cuts of all episodes	30% of the total budget
3.	On approval of the final product(all episodes)	40% of the total budget

## 15. BANK GUARANTEE (ANNEXURE VI)

15.1 Payment of amounts will be released by Doordarshan only against a 100% irrevocable Bank Guarantee. The Bank Guarantee will be for cumulative amounts. The maximum validity period of Bank Guarantee will be nine months beyond the period specified in the Agreement for submission of the complete programme to the full satisfaction of Doordarshan. In case the Programme is satisfactorily completed the Bank Guarantee will be released within one month of submission of the programme and all other required material.

15.2 If the Producer fails to submit the programme within the time frame agreed upon, with or without extension, Doordarshan may, at its discretion and in addition to taking any other action, encash the Bank Guarantee without notice to the Producer.

15.3 The amount of penalty wherever imposed and the interest shall be deducted from the episode price payable to the Producer.

## 16. RIGHTS

16.1 All copyrights, whether vested, contingent or future, including broadcasting rights and new media rights, if any, of a programme

commissioned by Doordarshan under this scheme and produced by the Producer shall vest with Doordarshan in perpetuity. Producer shall indemnify Doordarshan against all claims, demands, actions, costs etc. in connection with the programme.

16.2 The said rights shall, inter alia, include:

a. Masters/negative/rushes rights for all forms of television transmission, including satellite, terrestrial, free-to-air, pay television, DTH, IPTV,DVB(H) etc. in any manner whatsoever, via any medium, method and/or technology for broadcast/reception now known or hereafter invented.

b. The exclusive global rights for video, cable, radio, website, internet, audio, publishing, merchandising and conversion to feature film, CD, DD formats with complete language rights in entirety.

c. Doordarshan shall be the exclusive owner of the programme worldwide in perpetuity for multiple telecasts on its own channels and/or on other channels.

d. Doordarshan shall have the right to exploit the programme by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the programme and to combine it with other material at its discretion. Doordarshan shall have the right to insert commercial advertisements in the programme.

e. The Producer shall not have any claim over the revenues earned by Prasar Bharati through advertisements or through any other means in the course of exploitation of the programme.

f. Rights in the literary material/screenplay on which the programme is based, including the entire Producer's rights, titles and interests shall stand automatically transferred to Doordarshan in perpetuity at the time of delivery of the programme/ episode.

g. If the Commissioned programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and Doordarshan. This is to encourage excellence in programming.

## **17. GENERAL INFORMATION**

17.1 An outside Member serving on various committees will be required to-give an undertaking that neither he/she nor any of his/her blood

relatives is an applicant and that he/she is not in any way associated with the proposal under examination.

17.2 Such Producers who lodge complaints against commissioning undertaken by Doordarshan will be disqualified from commissioning for a period of two years if the complaint is found to be frivolous or mischievous.

17.3 Producers who have been charge-sheeted for criminal cases are not eligible to apply. Such Producers who are blacklisted by Doordarshan/Central Government/State Governments are not eligible to apply.

17.4 An individual producer/production house/members belonging to same family will be granted only one assignment per round of commissioning.

For the purpose of this clause, "Family" shall mean:

- a) Spouse
- b) Dependent parents,
- c) Dependent brothers/unmarried dependent sisters
- d) Dependent sons/dependent unmarried daughters (including such step sons/ step daughters and adopted sons/adopted daughters).

A family member will be treated as dependent unless he has been an income tax payer during the last three financial years and has attached income tax return in proof of the same and also has been an independent producer in his own right as per the documentary evidence submitted by him.

17.5 No government servant will be allowed to apply as producer under these Guidelines. In so far as the members of immediate family of Prasar Bharati officials (including DD/ AIR) are concerned, all such cases will be referred to a Referral Committee headed by Director General and comprising two ADG level officers. The committee would take into account the following factors:

- Credentials, track record and quality of work done in the past by the applicant/ Producer.
- Nature of relationship between the applicant/ Producer and the concerned official to ascertain if they are interdependent or living in a joint family.
- Whether the concerned Prasar Bharati official is in a position to influence the decision making process.
- Any other matter considered relevant to the issue in the opinion of the committee.



17.6 Any regular employee of a private TV channel operating in India is not permitted to produce any programme for Prasar Bharati.

17.7 An applicant/producer who has been notified as defaulter to Prasar Bharati (DD/AIR) who has outstanding dues against him will have to clear the dues before being awarded any assignment.

17.8 Notwithstanding anything contained in these guidelines, Doordarshan may, with the prior approval of the Empowered Committee chaired by the CEO, accept any proposal for telecast of TV programmes on urgent need base under this scheme in relaxation of any of these guidelines.

17.9 These guidelines broadly define the policy and procedure of Commissioning. Exact details of the specific commissioning requirements would be available in the advertisement as and when issued.

17.10 A checklist of documents to be submitted along with the proposal is given at ANNEXURE VII.

## **18. DIRECT ASSIGNMENT PROPOSAL (DAP)**

18.1 Notwithstanding anything contained in these guidelines, Doordarshan may commission programme(s) directly from eminent Producers/ Directors/ Production Houses on such terms and conditions and in respect of such topics/subjects as it may deem fit, in fields where these eminent producers/ directors/ production houses have a proven record. This direct selection will be done through an Empowered Committee chaired by the CEO. The basis of costing shall be recorded in the proceedings of the committee.

18.2 All such direct assignments will thereafter be placed before the Board for ratification.

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**ANNEXURE-I**

AFFIDAVIT-CUM-DECLARATION (On a  
Stamp paper of value Rs. 100/-)

I, ----- son/Daughter of Shri ----- aged about -----  
years, resident of -----, do hereby solemnly declare  
and affirm as under:

1. That I am the proprietor of M/s. -----
2. That I have offered programme titled ----- "-----"  
telecast on Doordarshan from ----- under ----- category.
3. I am not a defaulter/ we are not a defaulter of Doordarshan at the time of the submission of the proposal. No amount is owed by me/us to Doordarshan. No legal Proceeding for recovery of outstanding dues initiated by Doordarshan against me/ us in pending.
4. That in case, any amount is found due from me or from any banner/concern having any linkage with me, I shall be liable to pay the said amount to Doordarshan forthwith.
5. No order of blacklisting passed by the Central Government/ any State Government/ any PSU is in operation against me/ us as on date.
6. I have not been charge-sheeted for any criminal case.
7. I am not a government servant or a regular employee of a private channel and neither I nor my family members (refer clause 17.5) are working in Prasar Bharati.
8. I/We accept all the terms and conditions set out in the Guidelines dated ..... issued by Doordarshan.

I further state that if any information furnished by me in this affidavit or otherwise is found to be incorrect, Doordarshan shall have the right to forthwith terminate its agreement with us.

(DEPONENT)

Verified at ..... on this ----- day of ----- that the contents given above  
in the affidavit are true and correct to the best of my knowledge.

(DEPONENT)

Note: (a) Please ensure that AFFIDAVIT-CUM-DECLARATION is attached with the application.

(b) Attach the profile of the Producer, director, researcher, script, writer, cinematographer & musician along with their written consent/confirmation for their engagement in the production of programmes (Each one to be given separately)

## ANNEXURE: II

### FORMAT FOR SUBMISSION OF DETAILS OF PROGRAMME PRODUCED AND TELECAST

(Submission of these details is mandatory for assessment and consideration of the qualifying production hours. Add more rows & columns as necessary)

Sl. No	Name of Prog/ Language	Telecast Details							Average Rating of the Prog
		Channel Of Telecast	Period of telecast	Year of Production	Total No of Episodes	Duration per Episode	Genre of Prog	Total Hours of actual Telecast	
1									
2									
3									
4									

**Total Hours of Production and Telecast in Calendar Year 1<sup>st</sup> :**

**Total Hours of Production and Telecast in Calendar Year 2<sup>nd</sup> :**

**Total Hours of Production and Telecast in Calendar Year 3<sup>rd</sup> :**

**Sum Total:**

I / We hereby certify that I / We had produced and Telecast a sum total of .....hours of programme in Television and / or Film production in last 3 calendar years, excluding current year, that may be taken in to account for qualification towards commissioned programmes for DD Kashir.

I / We understand that any discrepancy or false information or suppression of facts in this regard may lead to disqualification of the bids towards slots applied herewith.

Place:

**(Signature of the Authorized Person)**

Date:

(Name of the Authorized Signatory)  
Designation  
Contact Details  
Company Seal

**ANNEXURE-III**  
**Application Format**  
**(Use extra sheets if required)**

<b>Sl No</b>	<b>Description</b>	<b>Details</b>
1	Name of Producer/Production House/ Company:	
2	Address: (i) Mailing Address	
	(ii) E-mail	
	(iii) Telephone Number(s)	
	(iv) FAX Number(s)	
	(v) Mobile Number	
3	Registration Details of the Company	
4	Service Tax, Regd No of the Producer/ Company	
5	Domicile Details along with proof	
6	Attested Copies of Aadhar card/Ration card/Voter's ID/ Passport as proof of residence of applicant (any two documents)	
7	Details of Proposal -	
	(i) Title	
	(ii) Genre	
	(iii) Theme/Concept	
	(iv) Language	
	(v) No. of Episodes Proposed	
	(vi) Detailed Story line	
	(vii) Synopsis and Script (as stipulated)	
	(viii) Treatment	
	(ix) Show reel – Duration, Theme, genre, language etc.	
8	Details of Programmes Produced by Applicant Till Date	
9	Details of Processing Fee	
	(i) Amount	
	(ii) Bank Draft No & Date	
	(iii) Name of the Bank	
	(iv) Payable at -	
10	Details of Show Reel – Theme, genre, language etc.	

## ANNEXURE- IV

The assessment of eligible proposals will be done in the following manner:

1. The Technical aspect (content & quality) of the proposal will be allotted a weightage of 70%, while the Financial aspect (budget/costs) will be allotted 30%.
2. Proposals with the lowest cost will be given a score of 100 and other proposals will be given scores that are inversely proportional to their prices.
3. The total score, both Technical aspect and Financial aspect, shall be obtained by weighing the Technical aspect and Financial aspect scores and adding them up.
4. On the basis of the combined weighted score for Technical aspect and Financial aspect, the proposals shall be ranked. **The proposal obtaining the highest total score in assessment of Technical aspect and Financial aspect (budget/costs) will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 would be recommended for commissioning.**
5. An example to explain the selection methodology to be adopted is given below for the information of the applicants/Producers:
  - i) Suppose 3 proposals are received from applicants/Producers A, B & C respectively, they would first be given marks for assessment of their content/quality as per the criteria given in Table (1). Suppose the applicants/Producers A, B and C are allotted 75, 80 and 90 marks respectively, they would all become eligible.
  - ii) Suppose the costing committee examined the proposals and evaluated the quoted prices as under :

<u>Proposal</u>	<u>Evaluated cost</u>
A	Rs. 120
B	Rs.100
C	Rs.110

Using the Formula LEC/EC, where, LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost. The budget/cost will be given the following points:

A: 100/120	= 83 Points
B: 100/100	= 100 Points
C: 100/110	= 91 Points

Thereafter, for the purpose of obtaining the combined score proposals will be evaluated by using the Formula as shown below:

Proposal A : 75x0.70+83x0.30	= 77.4 Points
Proposal B : 80x0.70+100x0.30	= 86 Points
Proposal C : 90x0.70+91x0.30	= 90.3 Points

The 3 proposals in the combined evaluation will thus be ranked as under:

Proposal A : 77.4 Points	: H3
Proposal B : 86 Points	: H2
Proposal C : 90.3 Points	: H1

Proposal C, which has the highest combined score, with the budget/cost of Rs.110 would, therefore, be declared as the winner and recommended for approval of the competent authority for award of work.

## ANNEXURE V

### AGREEMENT FOR COMMISSIONED PROGRAMME

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between:

Prasar Bharati (Broadcasting Corporation of India) through the Director General: Doordarshan, DD Bhawan, Copernicus Marg, New Delhi-110001, hereinafter referred to as PB, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns of the FIRST PART  
AND

M/s. \_\_\_\_\_, hereinafter referred to as the "Producer" which expression unless repugnant to the context or meaning thereof, shall mean and include his/her heirs, executors, successors and assigns of the SECOND PART.

WHEREAS PRASAR BHARATI is desirous of commissioning a programme / serial titled " \_\_\_\_\_ " as per details given in Schedule-A.

AND WHEREAS the Producer is in the business of producing programs / serials and has agreed to produce and deliver the programme / serial titled " \_\_\_\_\_ " (hereinafter referred to as the "PROGRAMME") complete in all respect in accordance with this Agreement at his own risk and cost on an audiovisual medium to match the format, script and screenplay of the pre-decided theme and / or concept as per given specifications for exhibition of the same on DOORDARSHAN Channel(s) solely at the discretion of PRASAR BHARATI.

And Whereas, Prasar Bharati having accepted the offer of the Producer to provide the aforesaid services, the Parties herein are entering into this agreement on the terms and conditions contained hereinafter.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES OF THE FIRST AND SECOND PART HERETO AS UNDER:

**1. DEFINITIONS AND INTERPRETATION:**

- (i) "Agreement" means this agreement and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference and also includes any extensions / addendum(s) / amendments, if any, to this Agreement.
- (ii) "Episode(s)" means episode numbering \_\_\_\_\_ (inclusive), each episode of duration of 24 Minutes in a 30 minute slot and any extensions thereof.
- (iii) "Delivery Material" means tapes and other Publicity Material as defined below.
- (iv) "Merchandising Rights" means the right to manufacture, sell and / or otherwise distribute in connection with the Programme or characters of the Program, goods of all kinds, which means & include reproducing, depicting or decorating with the faces of the characters in the Program or scenes and symbols used in the PROGRAMME on, without limitation, clothing, footwear, brochures, posters, albums, activity books, toys, games and computer games, novelties, books, magazines and any other goods deemed fit by PRASAR BHARATI.
- (v) In case content submitted is short on time, Doordarshan shall make a pro rata deduction in the payment due to the producer in the cost of the episode.

- (vi) "Packaging" would mean and include title track, opening titles, mid-bumpers and closing titles and any other graphic elements or music elements that might be included.
- (vii) "Programme" means and includes series of \_\_\_\_\_ episodes of a serial titled " \_\_\_\_\_ " to be produced by the Second Party in accordance with this Agreement and in conformity with the Broadcasting Code, and shall mean and include all extensions thereof.
- (viii) "Publicity Material" means any biographical notes, press releases, audio and or video visual material or photographs relating to the Programme, and any or all artwork and packaging material relating to the Programme inclusive of transparencies, posters, photographs, synopsis, etc.
- (ix) "Technical Specifications" means such technical specifications in respect of the Program as may be required or specified by PRASAR BHARATI in Schedule "C"
- (x) Any reference in this Agreement to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted, whether before or after the date of this Agreement, as well as all statutory instruments orders and regulations for the time being in force.
- (xi) Unless the context otherwise requires, words denoting the singular shall include the plural and vice-versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- (xii) The expression 'copyright' means the entire copyright and design right subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
- (xiii) Unless otherwise stated, time shall be the essence for the purpose of the performance and obligations under this Agreement.

## **2. PRODUCTION, DELIVERY AND ESSENTIAL ELEMENTS**

- (i) The Producer agrees to create, compose, shoot, produce, post-produce, edit and deliver to PRASAR BHARATI the Episode(s) of the programme, as per the concept, general specifications and technical specifications more fully described in Schedules "A" "B" & "C" respectively. The said Schedules may be amended by mutual agreement in writing from time to time if so deemed fit by the parties.
- (ii) The Producer shall produce the programme and supply the episodes finished in all respects within the stipulated time frame (schedule B).
- (iii) If there is likelihood of delay in supply of the programme, the Producer shall seek extension of time from Prasar Bharati. The latter may, at its discretion grant such further time as it deems fit or reject the request.
- (iv) Any delay over and above the original/extended period granted would attract a deduction @ 18% per annum for the delayed period on the amounts paid to the Producer.
- (v) PRASAR BHARATI shall have full creative and technical approval right over the Episodes and all elements thereof, including, without limitation, any outline, sketches, treatments, scripts, storyboards, and mechanical works. The Producer must adhere to broadcasting code and guidelines of Prasar Bharati.
- (vi) The Producer shall supply the detailed script of the programme within the time period stipulated by Prasar Bharati.
- (vii) The Producer shall commence production of the programme after the script has been approved by PRASAR BHARATI. The programme should strictly conform to the approved script and the Broadcasting Code.
- (viii) The tapes submitted by the Producer would be previewed by the Preview Committee constituted by Prasar Bharati. If the Preview Committee suggests any modification in the program, the Producer shall carry out the same at its own cost within the time period stipulated by Prasar Bharati. Delay beyond the stipulated period will attract penalty as in sub-clause (iv) above.
- (ix) On completion of the programme/ final episode, the following shall become the property of Prasar Bharati and shall be transferred to and/ or handed over to it:

- a) All scripts and versions of the programme.
- b) All masters, shooting tapes along with unedited material, preview cassettes, publicity material, photographs, promo material and recordings of songs, if any, pertaining to the programme/ episode shall be handed over to DD along with the delivery of the programme/ episode.
- (x) During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated shall be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard. The technical standards and specifications are set out in Schedule-C.
- (xi) Prasar Bharati would check all the telecast masters for technical quality and if the tapes are technically rejected by Prasar Bharati the Producer shall carry out necessary corrections as desired by Prasar Bharati within the shortest possible time at his own cost.
- (xii) The Producer agrees to supply program and episode maintaining excellence in technical and aesthetic standards of production. The program shall not, without the prior written consent of PRASAR BHARATI, contain any third party material or any visually identifiable references to any merchandise goods or services and Producer shall not enter into any arrangement with any third party for the placement of any product or enter into any tie-up or sponsorship arrangement in connection with the program.
- (xiii) It shall be the responsibility of Producer to ensure that all the clips used in the program, other than the ones supplied to it by PRASAR BHARATI, shall be from legitimate sources that have rights on the clip, to enable PRASAR BHARATI to exercise its rights in the program
- (xiv) The Producer shall not change the story line, Star Cast, creative team or technical crew of the PROGRAMME without prior permission of PRASAR BHARATI.
- (xv) The Producer shall deliver the Episode(s) of the Program to DOORDARSHAN in the manner stated in Schedule "B" at the address set forth or any address as informed from time to time.
- (xvi) The Producer agrees to provide the publicity material, i.e., transparencies (slides), still photos, synopsis, etc. from time to time as required by PRASAR BHARATI without any delay as per the delivery schedules as required / mentioned by an authorized representative of PRASAR BHARATI.
- (xvii) To ensure that high standards of quality are maintained throughout in the production, Prasar Bharati may attach an Executive Producer who may associate himself/herself with the production of the episodes of an approved programme. The Producer will necessarily abide by the observations given by the Executive Producer nominated by Prasar Bharati. It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee constituted for the purpose will do the requisite certification before the payments are released. Whenever necessary, the Production associate nominated by Prasar Bharati may also do an on-the-spot appraisal of any production with a view to ensuring due standards of quality and adherence to the plan submitted by the producer.
- (xviii) The Producer shall supply promos (video, audio and print)/ publicity material for the programme.



### **3. QUALITY CONTROL**

- 3.1 To ensure that high standards of quality are maintained throughout in the production, Doordarshan may attach a Production Associate who may associate himself/herself with the production of the episodes of an approved programme.
- 3.2 It will be ensured that quality control is exercised at each stage of release of payment, and at the stage of rough-cut and the final product. A Preview Committee constituted for the purpose will do the requisite certification before the payments are released. Whenever necessary, the Production associate nominated by Doordarshan may also do an on-the-spot appraisal of any production with a view to ensuring due standards of quality and adherence to the plan submitted by the producer.

### **3.3 Creative & Editorial**

- i. Producer shall not change, once approved by DD Kashir/Doordarshan the director, script writer, cinematographer and other professionals engaged for the project without prior and written approval of DD Kashir/Doordarshan.
- ii. Producer shall not change approved storyline, script dialogue, replace actors and/or include new actors in the star cast without prior and written approval of DD Kashir/Doordarshan.
- iii. If there is likelihood of delay in supply of the programme, the producer shall seek extension of time from Prasar Bharati. The latter may, at its discretion grant such further time as it deems fit or reject the request. If extension is granted the period of extension will be decided by the DG:Doordarshan/Director of the Kendra at the regional level.
- iv. The producer shall supply promos (video, audio and print)/publicity material for the programme.
- v. The script and tapes (rough-cuts, final tapes) submitted by the producer would be previewed by Preview Committee comprising of not more than 3 official members including a technical member and involving two outside experts.
- vi. If the Preview Committee suggests amendments in the programme the producer shall carry out the same within the shortest possible time at his own cost.
- vii. All programmes/episodes shall conform to the Broadcasting Code of Prasar Bharati.

### **3.4 Production Standards**

- i. During the production process the highest technical standards shall be maintained so that the delivered programme is of required standards. Technical specifications stipulated shall be maintained through the complete production process i.e. during Production, Post-Production and Delivery, thereby ensuring format compatibility and sustainable archival standard.
- ii. The programme would conform to the technical formats and technical standards approved and notified by DG: DD from time to time (by the Director Regional Kendras at the regional level).
- iii. The Producer shall produce the programme and supply the episodes finished in all respects. All episodes of the programme shall be supplied within the time frame stipulated in the agreement.
- iv. Graphics, Captions and action shall be within the safe areas.
- v. Production tapes shall be of the highest professional quality, recently manufactured, "First usage" of the specified format shall be ensured.
- vi. Prasar Bharati would check all the telecast masters for technical quality and if the tapes are technically rejected by Prasar Bharati the Producer shall carry

out necessary corrections as desired by Prasar Bharati within the shortest possible time at his own cost. The telecast masters submitted after necessary corrections shall be checked for technical quality again and if the tapes fail the technical quality for the second time or on subsequent checks, the Producer would have to pay penalty equal to 1% of the Episode Price for each rejected tape for each rejection.

- vii. Any delay over and above the original/extended period granted would attract interest @ 18% per annum for the delayed period on the amounts paid to the producer.

#### **4. CONSIDERATION**

- (i) Subject to and in consideration of the full and timely performance and observance by the Producer of all its warranties and the delivery of satisfactory Program under this Agreement without any material breach of its obligations by the Second Party, PRASAR BHARATI agrees to pay and the Producer agrees to accept payment amounting to Rs. \_\_\_\_\_ for the programme, comprising \_\_\_\_\_ episodes. Payment for the programme will be made in the following manner:

Sl no	When to be paid	Amount to be paid
1	On Signing of Agreement and script approval	30% of the total budget
2	On approval of rough cuts of all episodes.	30% of the total budget
3	On approval of the final product (all episodes)	40% of the total budget

Payment of amounts will be released by Prasar Bharati only against a 100% irrevocable Bank Guarantee. The Bank Guarantee will be for cumulative amounts. The maximum validity period of Bank Guarantee will be six months beyond the period specified in the Agreement for submission of the complete programme to the full satisfaction of Prasar Bharati. In case the Programme is satisfactorily completed the Bank Guarantee will be released within one month of submission of the programme and all other required material. If the Producer fails to submit the programme within the time frame agreed upon, with or without extension, Prasar Bharati may, at its discretion and in addition to taking any other action, encash the Bank Guarantee without notice to the Producer.

- (ii) All sums payable under this Agreement shall be subject to deduction of tax at source under the Income Tax Act, 1961, amended from time to time and also levies that may be applicable as per the statutes / law in India.
- (iii) The Producer acknowledges and agrees that it will be responsible for payment of all costs, expenses, liabilities etc. of any nature whatsoever incurred in the production of the programme and shall not be entitled to any amount from PRASAR Bharati other than the consideration as specified clause (i) above. The Producer acknowledges and agrees that it will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to it hereunder, including but not limited to income tax, disability, unemployment and worker's compensation insurance. The Producer warrants and represents that it will make all necessary payments due to governmental agencies to comply with the foregoing and will indemnify and hold PRASAR BHARATI harmless against all claims, damages, costs and expenses including reasonable attorney's fees arising out of any breach of the foregoing.

#### **5. RIGHTS**

- (i) The Producer hereby assigns to PRASAR BHARATI, the entire copyright, whether vested, contingent or future, all rights of action and all other rights whatsoever in and to the PROGRAMME, whether now known or in future created for the full period of

copyright throughout the world, including all renewals, reversions and extensions, if any. It is agreed that PRASAR BHARATI may exercise the rights granted herein at any time and even after a period of one year from the date of assignment and the provisions regarding lapsing of assignment contained in Section 19 (4) of the Copyright Act shall have no application/effect on this agreement.

- (ii) The above mentioned rights shall also mean include:
  - a) Masters / negative / rushes rights for television transmission on satellite, terrestrial, free to air, pay television, direct to home, etc. whatsoever in any manner via any medium, method and / or technology, now known or hereafter invented.
  - b) Right to telecast the Program on any airline, in any hotel and on any ship at sea or otherwise.
  - c) The Right of title thereof including but not limited to rights for dubbing the Program in any language at the discretion of PRASAR BHARATI, concept formats, outlines, treatments, scripts, video rushes, stock shots, stills and title songs (if any) used in the Program, with complete audio format(s) of music tracks upon which the Program is based and also the audio format rights in and to the Program with regard to the content of the Programmes.
  - d) The exclusive right (globally) for video, cable, radio, website, Internet audio, publishing, and conversion to feature film, CD, DVD formats with complete language right in entirety.
  - e) The exclusive merchandising rights and packaging rights.
  - f) PRASAR BHARATI shall be the exclusive owner of the program worldwide in perpetuity for multiple telecast on its own channels or on other channels.
- (iii) All rushes, tapes for the Program shall be submitted by the Producer on demand to PRASAR BHARATI. On termination of the contract all rushes shall be returned to PRASAR BHARATI within 15 days of the notice of termination.
- (iv) The Producer warrants and acknowledges that PRASAR BHARATI shall have the right to exploit the Program by any and all means and in any or all medium throughout the world and shall have the right to edit, cut, translate, dub, package or alter the Program, and to combine them with other material at its discretion. PRASAR BHARATI shall also have the right to edit, alter and modify the Episodes of the Program to the extent necessary for scheduling, technical purposes and censorship approval provided that such editing shall not, as far as possible, impair the integrity or quality of the Program.
- (v) The Producer acknowledges that all commercial time associated with the programme shall vest exclusively in PRASAR BHARATI, which may deal with the same as it deems fit. The quantum of commercial time to be associated with the programme, whether before, during or after the programme shall be at the sole discretion of Prasar Bharati. PRASAR BHARATI shall have right to insert commercial advertisements of its choice in the program. The Producer shall have no claim over the revenues earned by PRASAR BHARATI through advertisements or through any other means in the course of exploitation of the program.
- (vi) The Producer irrevocably and unconditionally waives all its rights relating to its services and the Delivery and Publicity Material to which it is now or may in future be entitled pursuant to the provisions of the Copyright Act, 1957, amended from time to time.
- (vii) Rights in the literary material on which the program is based, including all the Producer's rights, titles and interests shall stand automatically transferred to DOORDARSHAN at the time of delivery of the program / episode.
- (viii) PRASAR BHARATI shall be at liberty to telecast the PROGRAMME on its channels at its discretion.
- (ix) The Producer acknowledges that its services hereunder shall be performed pursuant to the full direction, creative and business control of PRASAR BHARATI and all artistic, literary, dramatic, vocal and musical materials delivered by the Producer are works specially ordered or commissioned by PRASAR BHARATI for use as a part of an audiovisual, audio work and accordingly the Producer expressly agrees and

assigns irrevocably all types of intellectual property rights in and to the program worldwide in perpetuity including the copyright to the title, concept, segments, songs, music and episode of the program and any renewal or extension thereof to PRASAR BHARATI.

**6. INFORMATION REGARDING MUSIC**

- (i) The Producer shall furnish Prasar Bharati with accurate music cue sheets (except to the extent that such music cue sheets are not available to the Producer) showing music synchronization in the Program and indicating the title(s) and composer(s) of each composition.
- (ii) The Producer agrees to indemnify Prasar Bharati and its affiliates on all pre-recorded music rights.

**7. PENALTIES**

- (i) If the Producer fails to supply the promo for build up publicity, Prasar Bharati may impose a penalty of Rs 50,000 and if the Producer fails to supply episodic promos/ episodic publicity material, Prasar Bharati may impose a penalty of Rs 5000 for each episode for which such material is not supplied.
- ii) If the telecast master submitted after necessary corrections in accordance with the provisions of Clause 2 (xi) fails the technical quality for the second time or on subsequent checks, the Producer shall pay PRASAR BHARATI a penalty equal to 1% of the Episode Price for each rejected tape for each time of rejection. The penalty amount shall be deducted from the payments due to the Producer.

**8. WARRANTIES.**

The Producer hereby warrants and agrees that:

- (i) The program, when delivered, will be free and clear of any lien or claim by any third Party including without limitation any claim by any union or guild including any residuals or re-use fees.
- (ii) The Producer is free and has full right and authority to enter into and perform this Agreement and has not entered into any other agreement, and shall not enter into any other agreement and/or make any arrangement concerning the programme which may conflict with this agreement or in any way interfere with the full and complete performance of its obligations to PRASAR BHARATI and that it shall not be entitled for any compensation in connection with the production of the Episode(s) of the Program, other than as herein provided in this Agreement.
- (iii) The Program shall be original and shall not be obscene, libelous, blasphemous or defamatory of any event / and or person deceased or alive or infringe the copyright, the trade mark, trade name, copyright, right of privacy or publicity, property rights or of any other right of any party and also will not constitute unfair competition or defamation or breach of contract; and / or any other right of whatever nature of any third party.
- (iv) The Producer shall deliver the Episode(s) of the Program and all the Delivery Material to DOORDARSHAN free and clear of all recording synchronization, mechanical and or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipments or otherwise in connection with the production of the Program shall have been paid for in full by Second Party on or before delivery.
- (v) The Producer shall obtain prior to the delivery of Episode(s) of the Program to PRASAR BHARATI, all of the rights, permissions and licenses which may be required to enable PRASAR BHARATI to exploit the Program as contemplated herein without any additional cost or expense to PRASAR BHARATI. In case, limited rights are obtained by the Producer, PRASAR BHARATI shall be informed in advance and in writing of such limitations.
- (vi) The Program, which the Producer delivers, will be suitable for the purpose for which it is intended.

- (vii) The Producer will cooperate with PRASAR BHARATI to protect PRASAR BHARATI's ownership and rights in and to the Program; including, without limitation, promptly notifying PRASAR BHARATI of any infringement of the Episode (s) of the Program of which Second Party becomes aware.
- (viii) The Producer has not entered into any similar Agreement with any channel or any entity whatsoever, engaged in the business of sourcing/supplying television programs as with PRASAR BHARATI. The Producer further undertakes that during the pendency of the present Agreement it will exclusively carry out its services for DOORDARSHAN with regard to the same kind of Programme. In case, the Producer contemplates to render its services to any other channel or entity competing with or carrying out similar business to PRASAR BHARATI, the Producer shall obtain prior written permission of PRASAR BHARATI.
- (ix) The Producer does not owe any amount to Prasar Bharati on any count whatsoever.

## **9. PARTNERSHIP.**

The Producer agrees that PRASAR BHARATI has retained Producer solely for the purposes and to the extent set forth in this Agreement, and Producer shall not be considered, under the provision of this Agreement or otherwise, as having the status of a partner or agent of PRASAR BHARATI or entitled to share in any of the benefits which PRASAR BHARATI may derive from the commercial exploitation of the Program.

## **10. TERMINATION**

PRASAR BHARATI shall have the right to terminate this agreement in the following circumstances:

- (i) If the Producer commits a breach of any of the terms of this Agreement (express or implied) which is not cured by him within fifteen days of service of a notice on him by PRASAR BHARATI specifying the breach.
- (ii) In case where any act done by the Producer is against the guidelines / code and/or prejudicial to the interest of PRASAR BHARATI and / or its associates / affiliates, PRASAR BHARATI has the right to terminate this agreement without notice.
- (iii) In case the quality of the Program produced by Producer is not to the satisfaction of PRASAR BHARATI it may terminate the agreement after giving a fifteen day notice.
- (iv) PRASAR BHARATI shall be at liberty to rescind / cancel this agreement without assigning any reasons thereof by giving one month notice to Producer irrespective of number of Programs contracted and / or produced or for which work is in progress.
- (v) The termination of this agreement shall not effect any of the rights vested in PRASAR BHARATI by virtue of this agreement.

## **11. RIGHTS TO USE NAME AND LIKENESS**

PRASAR BHARATI may use and authorize others to use the name of Producer and of all personnel employed by producers in connection with the Program or any elements thereof, for the purpose of advertising, incorporating the Program in whole, or in part.

## **12. RESTRICTION ON USE OF TRADEMARK.**

The Producer shall not use or refer to, or authorize the use of or reference to any PRASAR BHARATI/ DOORDARSHAN names, logos, trade names or trade marks including without limitation, the names of any of the programming services of PRASAR BHARATI in any manner without prior written permission of PRASAR BHARATI.

### **13. INDEMNITY**

The Producer agrees to indemnify and hold harmless PRASAR BHARATI, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by the Producer in this Agreement. In the event of any claim, Producer will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Producer is not diligently and continuously pursuing this matter, PRASAR BHARATI may take such action on behalf of itself and / or as attorney for the Producer, to adjust, settle, defend or otherwise dispose of such claim, in which case the Producer hereby authorizes PRASAR BHARATI to deduct from any payment due to the Producer; if no dues are outstanding, the Producer undertakes to pay such amount incurred on cost and penalties.

### **14. GENERAL**

- (i) All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective parties at the addresses set forth in the Agreement.
- (ii) The Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties.
- (iii) The Producer specifically agrees and undertakes that it has no right to further assign or transfer any of the rights and privileges that vest or will vest in PRASAR BHARATI in terms of this Agreement, or delegate in any manner whatsoever any of responsibilities, as encompassed in terms of the present Agreement, to any third party.
- (iv) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement
- (v) In the event that any provision of this agreement shall be held by a Court of Law to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.
- (vi) The Producer agrees to execute and deliver to PRASAR BHARATI all documents or do any acts which PRASAR BHARATI may reasonably deem necessary to effectuate the intent of this Agreement, and perfect the rights granted herein.
- (vii) The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.
- (viii) The Guidelines for Commissioned Programmes approved in the 78<sup>th</sup> meeting of the Prasar Bharati Board held on 4<sup>th</sup> August, 2007 shall be deemed to be a part of this agreement.

### **15. ARBITRATION**

In the event of any dispute or difference arising out of or relating to between the parties hereto or as to the performance rights and obligations under this Agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this Agreement, such dispute or difference shall be referred to the Sole Arbitrator to be appointed by the Chief Executive Officer, Prasar

Bharati (BCI), and the decision of the Arbitrator shall be final and binding on both parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi.

**16. JURISDICTION**

All disputes arising from or in connection with this agreement shall be subject to the exclusive jurisdiction of courts at Delhi.

WITNESS WHEREOF THE FIRST PARTY AND THE SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED AND DELIVERED  
FOR AND ON BEHALF OF  
FIRST PARTY

SIGNED, SEALED AND DELIVERED  
FOR AND ON BEHALF OF THE  
SECOND PARTY

By (Name) .....  
Designation.....

By (Name) .....  
Designation.....

WITNESSES:-

1. ....  
Name.....

2 . ....  
Name .....

Age.....  
Address.....

Age.....  
Address.....

सत्यम् शिवम् सुन्दरम्

**SCHEDULE "A"**

**PROGRAMME & PRODUCTION CREW DETAILS**

TITLE OF THE PROGRAMME :  
GENRE :  
DURATION :  
EPISODES :  
TARGET AUDIENCE :

**CREATIVE TEAM**

SL. No.	Designation	Name	Father's Name	Address	Contact Number

**TECHNICAL CREW**

SL. No.	Designation	Name	Father's Name	Address	Contact Number



## SCHEDULE-B

### TIME FRAME FOR PRODUCTION AND CONTACT INFORMATION OF PARTIES

1. NATURE OF THE PROGRAMME

The Programme “\_\_\_\_\_” will consist of \_\_\_\_\_ episodes as per Schedule ‘A’ and any extensions thereof.

2. TIME FRAME FOR PRODUCTION

Second Party shall create, compose, shoot, produce, post - produce, edit and deliver to PRASAR BHARATI the Episodes of the Programme titled “\_\_\_\_\_” within \_\_\_\_\_ months of the approval of the script by Doordarshan. Duration of each episode shall be 24 minutes in 30 minutes slots.

3. PERSONS TO BE CONTACTED

*From Second Party*

Name :

Designation :

Telephone No :

*From PRASAR BHARATI*

Name :

Designation :

Facsimile No :

Telephone No :

*Current incumbent of this post is*

## SCHEDULE "C"

### TECHNICAL STANDARDS, SPECIFICATIONS AND PRODUCTION REQUIREMENTS

Programme submission to PRASAR BHARATI. – Half Hour/ One Hour Programme

#### A PRODUCTION

- a. Graphics, Captions and action shall be within the safe areas.
- b. Production tapes shall be of the highest professional quality, recently manufactured. "First usage" of the specified format shall be ensured.
- c. Master tape shall have 10 sec. Black, 30 sec. Colour Bar w/t 1khz tone, 10 sec. Black followed by 10 sec. Countdown in sequence as the programme leader.

Each episode shall be produced and edited into a package ready for broadcast on television in HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed by DD as per the technical standards prescribed.

- d. HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed by DD as per the technical guidelines provided to Second Party by PRASAR BHARATI.
- e. Duration of each episode will be 24 minutes (excluding breaks) for a half-hour slot and 48 minutes (excluding breaks) for a one-hour slot. Please note that programme duration does not include blank inserted for breaks. No programme should exceed 24, 48 minutes under any circumstances.

#### B. TECHNICAL

1. HD MPEG 4:2:2 on PFD 23/ PFD 50/ PFD 100 Optical Disc format or any other format prescribed by DD is to be adopted.
2. The producer shall submit the following tapes after the completion of the programme to PRASAR BHARATI (Doordarshan), .....  
.....(Attn.:.....Tel.  
.....; Fax: .....):
  - a) HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed by DD as per the technical standards prescribed. Master tape shall be with digital audio on 5.1 surround sound.
  - b) Unmixed tapes containing effects, music on one track and commentary / dialogue on the other track.
  - c) All shooting tapes including un-edited and unused shooting material.

- d) DVD / VHS copy of (a) with time code.
- e) DVD/ VHS copy of (a) without time code
- f) Back up tape with dialogue track on 5.1 surround sound.

3. Master tape may have 10sec. black, 30 sec. Colour Bar w/t ikhz tone, 10 sec. black followed by 10 sec. countdown in sequence as the programme leader with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it corresponds to +4 dbm audio signal across 600 ohm impedance) followed by a five second visual slate with the following information.

Name of Programme :  
 Name of Episode :  
 Episode # :  
 Total duration of episode :  
 Reading :

Following by a 25 second video black after which the programme shall begin.

4. All tapes must have one continuous Time Code Track.

5. Production Standards:

- a) The Producer will have to ensure the delivery of telecast material without commercials one week in advance for preview by Doordarshan. It will also ensure the delivery of final telecast copy in XDCAM HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed with commercials and one copy without commercials submitted three clear working days prior to the date of telecast for technical clearance and final telecast.
- b) The telecast copy must be provided as follows:
  - (i) XDCAM HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format or any other format prescribed with Master disc with digital audio on 5.1 surround sound format
  - (ii) Back up disc with dialogue track on 5.1 surround sound format
  - (iii) Two copies of the enclosed run sheet duly filled in. 18. All tapes must begin with a two minutes first generation of 75%, 1080/50 colour bar with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it corresponds to +4 dbm audio signal across 600 ohm impedance at the beginning. 19.
- (c) All tapes must have one continuous Time Code Track 20. Audio level of the Broadcast Master must correspond to - 20 VU = PPM 4, whatever the variation, the 0 level must correspond to PPM 4.
- (d) The audio must never exceed PPM 5. 21. Programme video should meet CCIR specifications for Video and Chrominance Levels. Typically max. Luminance = 1 volt p-p with 0.7 volts of video and 0.3 volts of sync pulse. 29 of 40 Maximum Chrominance Saturation = 100% 22.

- (e) Audio level of broadcast master must correspond to 0 VU i.e. 4 dbm i.e. 4 dbu. The audio level should remain within +1 VU to –20 VU, preferably should be within 0 to –20 dBFS (relative to digital scale) throughout the tape. 23.
- (f) Programme video should met ITU (CCIR) specifications for video and chrominance levels i.e. video should be 1 volt pp across 75 ohms with 0.7 V video and 0.3 volts of sync.

### C. PROGRAMME CREDITS

Beginning title and signature tune should be not more than 60 seconds in duration. Only programme title, episode titles (if any) and cast credits should be included at the beginning. The name of the production house will appear after end credits only.

1. End credit should be not more than 30 seconds in length and restricted to creative team. Courtesy credits will not be allowed.
2. The name of the production house following the end credits will appear in the same font and format as the end credits.

### D. OTHER SUBMISSIONS

1.
  - a) Two copies of the script/ screenplay
  - b) Two copies of Dope Sheets
  - c) Appropriate 10 high-resolution photographs of each episode with CD.
  - d) General promos and episodic promos in case of serials (30 seconds).
  - e) General synopsis and episodic synopsis in case of serials.
2. Copyright permissions should have been obtained for all music tracks, archival material and stock footage used. A copy of the letter should be submitted, if necessary.

### E. LABELING INSTRUCTIONS

The broadcast and back up HD MPEG 4:2:2 on PFD 23/PFD 50/ PFD 100 Optical Disc format must be labeled as follows:

NAME OF PROGRAMME :  
NAME OF EPISODE :  
EPISODE :  
DURATION OF EPISODE :  
READING :

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## ANNEXURE: VI

### Format of Performance Bank Guarantee

In consideration of the Prasar Bharati (Broadcasting Corporation of India), (hereinafter called "Prasar Bharati") having issued Letter of Intent dated \_\_\_\_\_ to \_\_\_\_\_ (hereinafter called the "Producer") for telecast of the programme " \_\_\_\_\_ " on DD Kashir Channel pursuant to the guidelines issued by it which stipulates that the Producer has to furnish an irrevocable Performance Bank Guarantee to Prasar Bharati for \_\_\_\_\_, from any nationalized bank valid for 6 months beyond the period specified in the agreement as security for the performance of its obligations in terms of the guidelines and the agreement:

- 1) We ..... (indicate the name of the Bank)(hereinafter referred to as the "Bank") hereby affirm, guarantee and undertake to pay to Prasar Bharati any amount not exceeding the sum of Rs.

**\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), without any Demur and objection whatsoever, merely against the first written demand of Prasar Bharati stating that the amount demanded therein has become due to it on account of the failure of the Producer to perform its obligations under the Agreement, without Prasar Bharati needing to prove or to show grounds or reasons for demand of the sum specified therein. Any such demand made on us by Prasar Bharati shall be conclusive in all its respects, including the amount due and payable.**

- 2) We declare that Prasar Bharati's demand in writing as aforesaid will be unquestionably binding upon us, our liability arising upon written demand of Prasar Bharati being absolute, unqualified and irrevocable until the sum as demanded therein is paid to Prasar Bharati in full. We hereby waive the necessity of Prasar Bharati demanding the said amount from the Producer before presenting us with the demand.
- 3) We undertake unconditionally and irrevocably to make payment to Prasar Bharati of the sum demanded in the aforesaid written demand, irrespective of any dispute between Prasar Bharati and the Producer under the Agreement.
- 4) We further agree that Prasar Bharati and the Producer shall have the right, without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the Agreement. No change or addition to or other modification of the terms of the Agreement or of any of the Agreement documents shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
- 5) This Guarantee shall also not be discharged by any forbearance or indulgence granted by Prasar Bharati to the Agency a stop payment, time, performance or otherwise.
- 6) We waive in favour of Prasar Bharati all or any of our rights as surety, which may be at any time be inconsistent with the provisions of this guarantee.
- 7) Our liability under this Guarantee shall not be affected by:
- any change in the status or constitution of the Prasar Bharati
  - any change in our status or constitution
  - any change in the status or constitution of the Agency

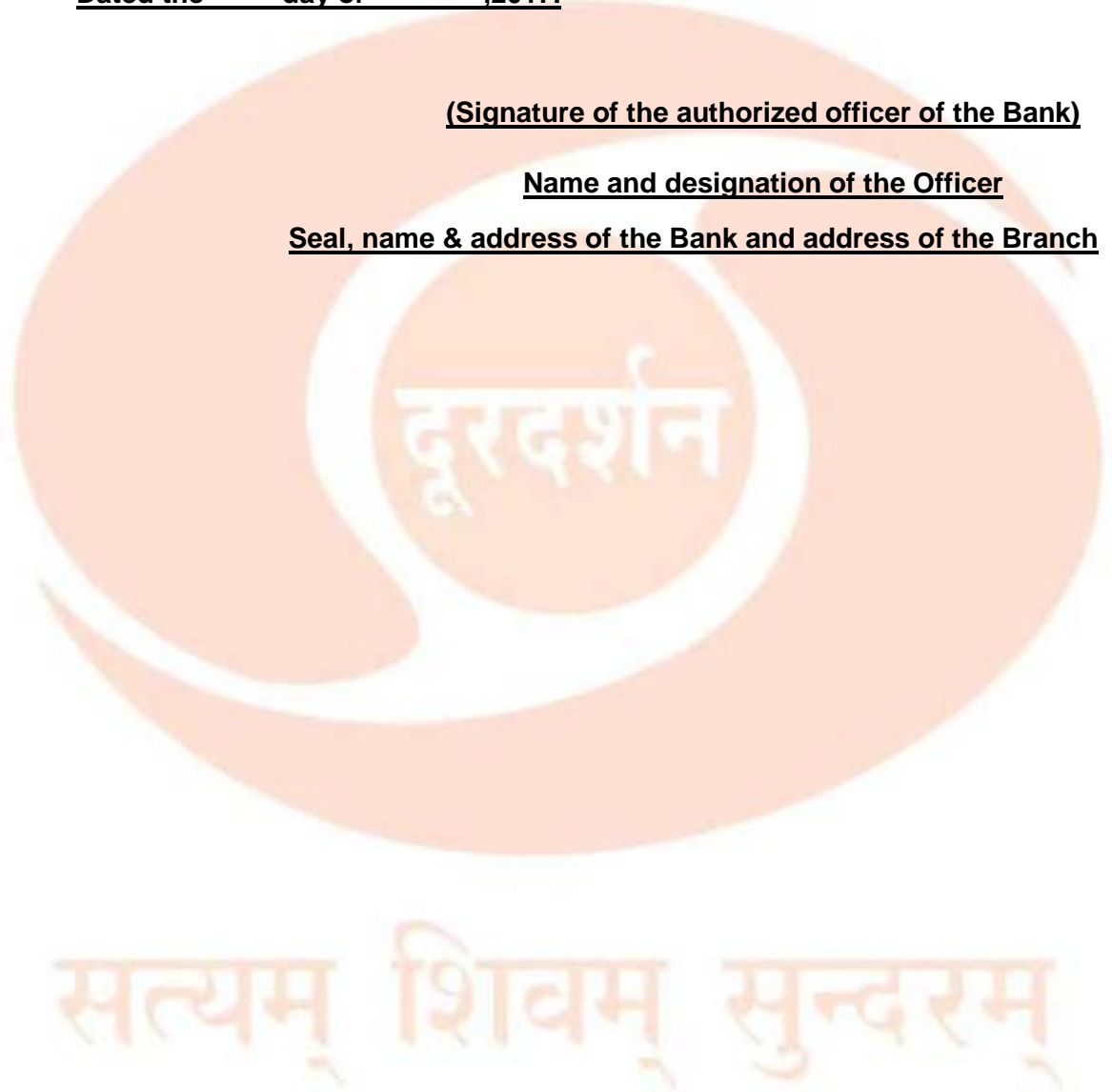
- 8) This Guarantee shall be governed in all respects by Indian law and shall be subject to the exclusive jurisdiction of Courts at New Delhi.
- 9) This guarantee is irrevocable and shall be valid for 6 months beyond the period specified in the agreement , unless extended further. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupees only), and unless a claim in writing is lodged with us within 3 months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

**Dated the        day of        ,2017.**

**(Signature of the authorized officer of the Bank)**

**Name and designation of the Officer**

**Seal, name & address of the Bank and address of the Branch**



ANNEXURE- VII

S. No.	Document	Check the Box
1	DD/Bank Draft for Rs. 25,000/- as processing fee submitted	<input type="checkbox"/>
2	Application Form duly filled in (Annexure III)	<input type="checkbox"/>
3	Detailed Storyline, Synopsis of each episode, detailed scenario script of episodes as stipulated	<input type="checkbox"/>
4	Proof of IPR for the format of the show, where applicable	<input type="checkbox"/>
5	Bio-data of Producer/Director, Researcher, Script-writer, Cinematographer & Music Director along with their written consent/confirmation for their engagement in the production of the programme. Consent letter of the writer in case of adaptation of literary works.	<input type="checkbox"/>
6	Show reel	<input type="checkbox"/>
7	Attested Copies of Aadhar Card/Ration Card/ Voter's ID Card/ Passport as proof of residence of Applicant(Any of two documents)	<input type="checkbox"/>
8	<b>Self-attested photocopies of :</b> A: Certificate of Incorporation, Memorandum & Articles of Association, Partnership Deed, Trust Deed and other relevant documents as the case may be, evidencing the incorporation/registration/existence of the Producer B: Income Tax Returns for the last three financial years, Service Tax Registration Certificate C. Copy of the PAN card	<input type="checkbox"/>
9	Affidavit-cum- Declaration on a Stamp paper of value Rs. 100/-	<input type="checkbox"/>
10	Verifiable Documentary proof of all the programmes/ films(Telecast Certificate/Censor Certificate) produced by it that have been telecast in the last three calendar years including details of these programmes like year of production, year of telecast, channel of telecast, average ratings of each programme/series and total duration of the programmes <b>(Enclose details as per format given in Annexure: II). Note: Please provide only relevant and applicable details towards qualifying criteria.</b>	<input type="checkbox"/>
11	Audited Financial Statements (Profit & Loss A/c and Balance Sheet) of the last 3 financial years. Certificate from Chartered Accountant certifying the amount of turnover as per the eligibility criteria in TV & Film production for each year	<input type="checkbox"/>

12	Self-Declaration by the Producer/applicant certifying on their letter head that they are not listed as a defaulter with DD (Submission through Annexure: I)	<input type="checkbox"/>
13	Self-Declaration by the Producer/applicant certifying on their letter head that they are not blacklisted by any Central Govt. / State Govts. / PSU organization at the time of submission of proposal (Submission through Annexure: I)	<input type="checkbox"/>
14	Budget break-up in a sealed cover	<input type="checkbox"/>
15	An Index Page as mentioned in clause 5.8	<input type="checkbox"/>

