

**PRASAR BHARATI**  
**(Broadcasting Corporation of India)**  
**DIRECTORATE GENERAL: DOORDARSHAN**  
**Doordarshan Bhawan, New Delhi**

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**Subject: Guidelines for consideration, processing and approval of Commissioned Programmes for Telecast on Doordarshan Channels.**

Doordarshan commissions programmes from outside producers 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 through outside producers will be done by Doordarshan both at Doordarshan Headquarters and Doordarshan Kendras, subject to the availability of funds from time to time.

**MODES OF COMMISSIONING**

1. Doordarshan may commission programmes in one of the following modes:

**a) Single Stage Process (SSP):** Doordarshan may invite programme proposals on identified themes/ subjects from eligible producers through advertisement and decision regarding programme assignment would be taken after evaluating the proposals received.

**b) Direct Assignment Process (DAP):** 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.

2. Whenever it is decided to commission programmes from outside producers, DG, DG, Doordarshan (DG, DD) would decide the mode of commissioning to be followed. Direct Assignment would be done through a Committee chaired by the DG. The Committee will include the DG, Doordarshan, two Programme DDGs (including the channel manager), one outside expert to be approved by Production & Content Committee of the Prasar Bharati. The panel will be valid for a specified period. All such direct assignment will, thereafter, be submitted to the board for information.

3. The procedure for commissioning programmes under SSP is explained in the following paragraphs. The procedure for commissioning under DAP shall be determined by the Committee chaired by the DG.

**SINGLE STAGE PROCESS**

**INVITING PROGRAMME PROPOSALS**

4. Applications for programmes on identified themes will be invited by the Central Commissioning Unit (CCU) in Doordarshan Directorate (Kashir, North East, Bharati, Urdu

and Regional Channels will invite applications separately) by making suitable announcements over its Network, advertising on its website, by notices on Notice Board of Doordarshan Kendras and, if required, also by advertising in newspapers. The notice, inter alia, will give details of the programme categories, genre, theme, subject and number of episodes /hours of programme requirement. The notice will also specify the eligibility criteria for the applicant.

5. DG, 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, and its decision in this regard shall be final.

6. Director General, Doordarshan may commission programmes either on Fixed Budget basis or Assessed Budget basis. In the Fixed Budget Mode, the applicant would be expected to submit a proposal to produce the programme within the episode price specified by Doordarshan whereas in the Assessed Budget mode the episode price would be determined by the Costing Committee.

### **SUBMISSION OF PROGRAMME PROPOSALS**

7. Each programme proposal should contain the following information:

About the applicant/ Producer

a) Complete bio-data showing the applicant's production track record with requisite documentary proof.

b) Financial standing of the applicant/producer, Latest Bank Account Statement, Audited balance sheets. (In case of newcomers who come up with Programmes of exceptional quality, this or the above requirements may be waived).

c) PAN No., Attested copy of PAN Card, IT returns for the last 3 years.

#### **About the Programme**

d) Subject, title, language, theme, category, genre (e.g. Fiction, Documentary, Quiz, etc.) of the programme,

e) Detailed story line in case of serials. Story/topic, broad outline of treatment and script for single episode programmes,

f) Detailed scripts, scenario scripts, screenplay of all episodes with concept and treatment, in case of a short serial of up to 4 episodes. In case of longer serials, synopsis of all episodes or 26 episodes, whichever is less, along with detailed script, scenario script, screenplay for four episodes,

g) Details of the production team including names, bio-data and addresses of the Director, Researcher, script writer, director of photography and music director, along with a written confirmation from each one, agreeing to be engaged for the production of the programme. No change in the production team, once intimated, will be made without the prior consent of DG, Doordarshan.

**h)** A show reel of the programmes produced by the applicant/producer in the recent past.

**i)** Cost of production containing the full details of budget break up at pre-production, production and post production stages. (This may be in a separate sealed cover, super scribed, 'Proposed Budget' inside the main cover)

**j)** For production of quickies, spots, etc. the same details would be furnished along with a complete storyboard and details of postproduction.

**8.** Each proposal will carry at its first page, an index indicating all the above with their page numbers. All documents/affidavits will be submitted with the proposals. Additional time for submission of such documents will not be given. Original documents will be provided for verification when asked for by Doordarshan.

**9.** The applicant/ producer shall also submit an affidavit to the effect that information furnished in respect of programmes produced and telecast, financial status and other relevant aspects are correct and that the applicant/ empanelled producer shall have no objection to termination of programme assignment if the information furnished is found to be incorrect.

**10.** An applicant /producer who has been a defaulter to Prasar Bharati / who has outstanding dues against him will have to clear the dues or get a repayment plan approved before being awarded any assignment.

**11.** DG, Doordarshan may ask the applicant / producer to make a presentation in respect of the programme proposal submitted by him/her. In such an event, the applicant/ producer must present himself/ herself in person before the Evaluation Committee along with the requisite members of the creative team as may be intimated and make such presentation (with the programme pilot wherever stipulated). Presentation by a person other than the applicant/ producer will not be allowed.

**12.** The applicant /producer will produce such other documents and provide such other information as may be required by Doordarshan like partnership deeds/memorandum of association and articles of association, certificate of incorporation etc. to establish authenticity of the applicant.

### **PROCESSING FEE**

**13.** Each programme proposal shall be accompanied by a processing fee of the value of:

**a)** Rs. 25,000/- (Rupees Twenty five thousand) in the case of a proposal for a National / International channel; and,

**b)** Rs. 10,000/- (Rupees Ten thousand) in the case of a proposal for a Regional Channel, State Network or Regional/ Local Service.

**14.** The processing fee shall be submitted in the form of a crossed Bank draft payable to PBBCI, Directorate General, Doordarshan, New Delhi.

**15.** The processing fee is non-refundable.

## **EVALUATION**

**16.** Each proposal received will be initially scrutinized on the basis of all submitted documents by a Scrutinizing Committee constituted for this purpose. The committee will be constituted by DG, Doordarshan. The committee will scrutinize the proposals. The proposals found to be complete in all respects will be referred to the Evaluation Committee.

**17.** Each Channel of DD, insofar as possible, will have a separate Evaluation Committee appointed by the DG Doordarshan. This Evaluation Committee will have not more than 5 (five) official members of the rank of Deputy Director and above. The Committee, in addition to official members, may have upto three (3) outside experts including one lady member. The outside experts will be from the fields of film/TV production, performing art, broadcasting, journalism, literature, management, social sciences etc. Such a panel of outside experts will be prepared by DG, Doordarshan and submitted to the Production & Content Committee for its approval.

**18.** At the Regional Level, the Evaluation Committee will have not more than 4 official members of the levels of Programme Executive and above. This Committee will be constituted by the Director of the Kendra with the approval of the Regional DDG. At the regional level, the outside experts will be proposed by the regional DDG to DG, DD for approval.

**19.** The Committee will evaluate proposals mainly on the basis of the presentation and the information submitted about the programme. It will recommend acceptance or rejection of the proposal. In case of rejection, reasons for rejection shall be indicated. In case of acceptance the number of episodes to be commissioned will be decided by the Committee.

## **COSTING**

**20.** In the case of National Channels, a Costing Committee comprising not more than 5 members of the level of Deputy Director and above, would examine the budget submitted by the applicant for an Assessed Budget Programme(s) and recommend the cost to be awarded per episode in the light of the pre-determined costing parameters. At the regional level, the Costing Committee would comprise of not more than three members of the level of Programme Executives and above.

## **APPROVAL**

**21.** In case of National Channels, the recommendation of the Evaluation Committee (in case of Fixed Budget Mode), and Evaluation and Costing Committees (in case of Assessed Budget Mode) shall be placed before the DG, DD for approval. In case of the Regional Channels, State Networks, Regional/ Local Services, the recommendation of the Committees will similarly be placed before the Regional DDG for approval.

**22.** The decision regarding approval will be taken by DG: DD/Regional DDG. Acceptance or rejection of the proposal shall be communicated to the applicants within Thirty days of the decision.

## **AGREEMENT**

**23.** After approval of a programme, Doordarshan Directorate/Director Regional Kendra will enter into an Agreement with the applicant. The agreement shall, inter alia, indicate the time frame for production and submission of the programme to DD (A specimen agreement is appended).

### **QUALITY CONTROL**

**24.** To ensure that high standards of quality are maintained throughout in the production, DG, Doordarshan may attach a Production Associate 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 Production Associate nominated by DG, Doordarshan. 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 DG, 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.

### **PRODUCTION**

**25.** 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 Kendra at the regional level)

**26.** 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

**27.** If there is likelihood of delay in supply of the programme, the Producer shall seek extension of time from DG, Doordarshan/Director of the Regional Kendra as the case may be. The latter may, at his discretion grant such further time as he deems fit or reject the request.

**28.** 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.

**29.** The Producer shall supply promos (video, audio and print)/ publicity material for the programme.

**30.** 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.

**31.** If the Preview committee suggests amendments in the programmes the Producer shall carry out the same within the shortest possible time at his own cost.

**32.** All programmes /episodes shall conform to the Broadcast Code of Prasar Bharati.

**33.** On completion of the programme/ final episode, the following shall become the property of DD and shall be transferred to and/ or handed over to DD before the release of the final payment of the programme:

- 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.

**PRODUCTION STANDARDS**

**34.** 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.

- 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.

**35.** All the telecast masters would be checked by a designated officer for technical quality and if the tapes are technically rejected by him the Producer shall carry out necessary corrections as desired by him 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.

**PAYMENTS**

**36.** Payment for a programme will be made in the following manner:

<b>S.No</b>	<b>When to be paid</b>	<b>Amount to be paid</b>
1	On Signing of Agreement and script approval	50% 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)	20% of the total budget

**37.** Payment of amounts will be released by DG, 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 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.

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

## **RIGHTS**

**39.** All copyrights, whether vested, contingent or future, including broadcasting rights and new media rights, if any, of a programme commissioned by Prasar Bharati under this scheme and produced by the Producer shall vest with Prasar Bharati in perpetuity. Producer shall indemnify Prasar Bharati against all claims, demands, actions, costs etc. in connection with the programme.

**40.** 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, DVD formats with complete language rights in entirety.

**41.** Prasar Bharati shall be the exclusive owner of the programme worldwide in perpetuity for multiple telecasts on its own channels and/or on other channels.

**42.** Prasar Bharati 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. Prasar Bharati shall have the right to insert commercial advertisements in the programme.

**43.** 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.

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

**45.** If the Commissioned programme wins any national or international award, the award proceeds shall be shared on 50:50 basis between the Producer and Prasar Bharati.

## **PENALTY**

**46.** If the Producer fails to supply the promo for build up publicity, DD may impose a penalty of Rs 50,000 and if the Producer fails to supply episodic promos/ episodic publicity material, DD may impose a penalty of Rs 5000 for each episode for which such material is not supplied.

**47.** The amount of penalty and interest shall be deducted from the episode price payable to the Producer. **Paras 28, 35 and 38 may also be seen.**

### **APPEAL**

**48.** An applicant, whose proposal for programme assignment has been rejected, may, if he/she so desires, make a written application to CEO, Prasar Bharati for the National Channel and DG, DD for Regional Channels, for reconsideration of his/her proposal indicating the ground on which the proposal may be reconsidered.

**49.** The application to this effect shall be made by the applicant within a period of one month of the issue of the letter conveying the rejection of the proposal.

**50.** The application for reconsideration in respect of the programme proposal shall be accompanied by a non-refundable fee equal to the processing fee for the programme proposal, in the form of a crossed bank draft payable in favour of PBBCI, DG: Doordarshan, New Delhi.

**51.** The application for reconsideration in respect of a programme for the national channel shall be placed before a Production & Content Committee. The decision of the committee in the matter would be final. No further request for reconsideration of the proposal shall be entertained.

**52.** The application for reconsideration in respect of a programme for a regional channel shall be placed before a Reconsideration Committee constituted by the Director General, Doordarshan. The Reconsideration Committee will submit its recommendation to the Director General, Doordarshan. The decision of the Director General, Doordarshan in the matter would be final. No further request for reconsideration of the proposal shall be entertained.

**53.** The decision pertaining to the reconsideration will be communicated to the Producer within 30 days of such decision being taken.

### **GENERAL**

**54.** In case of National Channels all Committees except for Reconsideration in respect of the programme proposal will be appointed by DG, DD. At the Kendras these will be constituted by the Director with the approval of the Regional DDG except the Reconsideration Committee, which will be appointed by the DG. The minimum quorum in committees will be defined by the appointing authority

**55.** An official/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.

**56.** No Government servant will be allowed to apply as a producer under these guidelines. Members of immediate family of Prasar Bharati officials (including DD/AIR) are barred from applying as producers.

**57.** Any regular employee of a private TV channel operating in India is neither permitted to produce any programme for Prasar Bharati nor be made a member of any of the Committees envisaged in these guidelines.

**58.** Such Producers who lodge complaints against commissioning undertaken by Prasar Bharati will be disqualified from commissioning for a period of two years if the complaint is found to be frivolous or mischievous. Producers who have been charge-sheeted for criminal cases, who are blacklisted by Prasar Bharati are not eligible to apply.

**59.** Normally more than one proposal from members of the same family, Production House/Producer will not be considered keeping in view principles of equity and natural justice.

**60.** Notwithstanding anything contained in these guidelines, Doordarshan may, with the prior approval of the Production and Content Committee.

i) Accept any proposal for telecast of TV programmes under this scheme in relaxation of any of these guidelines;

ii) Accept a proposal suo moto on its merit as per channel and programming requirement.

**These guidelines broadly define the policy and procedure of General Commissioning. Exact details of the specific commissioning requirements would be available in the advertisement as and when issued. Guidelines for Commissioning for Kashir Channel and the North East have been notified separately.**

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**(Approved in the 103<sup>rd</sup> Meeting of the Prasar Bharati Board held on 7<sup>th</sup> June, 2011)**