

F.No.25/1/2018-P.6 (Films)-Part-1

Dated: 03-11-2022

**"Notice Inviting Application for submission of Hindi
Feature Films"**

Prasar Bharati (India's Public service Broadcaster), invites Applications (Please refer Annexure-I) from rights holders in the prescribed Proforma for offering Hindi Feature Films to Prasar Bharati on fixed royalty per telecast.

- 2.** Total 92 Hindi Feature films (HFF) will be procured for 3 months period on non-exclusive basis. The films will be telecast on DD National which is primarily a satellite channel with small associated terrestrial network.
- 3.** Rights Holders should have satellite and terrestrial rights or Doordarshan rights for all channels.
- 4.** The **eligibility criterion** will be as under:
 - a. The rights owner may be an individual, proprietary firm or any legal entity including partnership firm, limited liability partnership or company.
 - b. The rights owner should possess legally valid, undisputed and unencumbered Satellite rights in the film being offered for licensing to Prasar Bharati and is not under any legal disability in relation to entering into agreement with Prasar Bharati for grant of license on the terms and conditions agreed between the parties.
 - c. The rights owner should not owe any dues to Prasar Bharati in respect of its past business transactions. In case of any partnership firm or



company, none of its partners, promoters, or directors, as the case may be, should either be a defaulter in his individual capacity or have had any past association with any defaulting partnership firm or company, as partner, promoter, or director, as applicable. A rights holder, who has any outstanding dues to Prasar Bharati, shall mandatorily disclose this aspect in his offer. Prasar Bharati may acquire the films from such rights owners with such terms and conditions as approved by an Empowered Committee defined in Exemption Clause of these guidelines.

- d. The Rights Holder should not have been debarred from the bidding as per GFR, Rule 151.
- e. A consortium in any form will not be eligible.
- f. Serving employees of Prasar Bharati and their dependents will not be eligible to submit any offer for acquisition.

5. "A" certified films are not eligible for consideration. Proposals in respect of only such films which are having "U" or "V/U" or "UA" certificates from CBFC can be submitted.

6. Scrutiny and Short-listing of the proposals: Received proposals will be scrutinized to ensure compliance with respect to completeness of the proposal and then shortlisted by a Committee to be constituted by Prasar Bharati.

Cast and Director	Theme	Songs	Commercial Potential	Vintage
10 marks	10 marks	10 marks	10 marks	10 marks

7. The films which are already in "B Plus" Category as per Hindi Feature Films 2007 guidelines will not be considered.

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8. Royalty payable per telecast of the film on DD National channel shall be as under:

Vintage Year	Royalty per telecast (In Rs)
1959 & earlier	50,000
1960-69	75,000
1970-79	1,25,000
1980-89	1,50,000
1990-99	1,75,000
2000 onwards	2,00,000

9. GENERAL TERMS AND CONDITIONS (GTC)

- a. A black-listing order passed by the Central Government / State Governments / any PSU/Autonomous body of the government should not be in operation against the applicant the time of submission of the Application.
- b. The print of the Film must meet the technical format and technical standards notified.
- c. Before submission of proposals, the applicant must ensure that the films offered by him fulfill the eligibility criteria.
- d. Only those feature films which would be approved as per the prescribed procedure will be eligible for broadcast.
- e. Mere submission of a proposal does not ensure its acceptance for broadcast.
- f. Prasar Bharati reserves the right to reject any film without assigning any reason.



10. The applications may please be sent through email ID **ddprgflms@gmail.com.**

11. Last date for submission of applications/proposals is **09-11-2022.**



(Preeti Sharma)

Director(E)

Content Sourcing Division

APPLICATION FORM

OFFER FORM FOR HINDI FEATURE FILMS FOR TELECAST ON DOORDARSHAN'S TERRESTRIAL AND SATELLITE CHANNELS UNDER ROYALTY SCHEME

1. The Applicant must read carefully the Notification before submitting the offer that the film fulfills the eligibility criteria and the offerer agrees the rate structure as specified in the Notification. Films not fulfilling the eligibility criteria shall not be considered for telecast.
2. The Applicant also ensure that all the relevant documents as specified in **Annexure-I** have been submitted along with the application form.
3. Please enclose original notarized documents. Photocopies of the notarized documents will not be accepted.
4. The selection for telecast of the films will be subject to the selection by Scrutiny and Short-listing Committee.
5. Application Form should be filled up in Block letters.
6. Ensure submitting authorization letter for signatory. The letter should be signed by all the partners in case of partnership. For Company, a board resolution will be required.
7. An Undertaking is to be given as per prescribed format in **Annexure-II**
8. A Declaration is to be given as per prescribed format in **Annexure-III**.

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PART-I SUBMISSION OF DETAILS BY THE APPLICANT / OFFERER:

1. (I) Name of the applicant in BLOCK LETTERS

(Name of the authorized person)

II. Name of Firm/Company

III. Address for correspondence

PIN:

TELEPHONE:

FAX:

2. Address of the Applicant.....(Registered office in case of applicant is a company registered under companies Act 1956 or Head Office)

.....

PIN:

TELEPHONE:

3. Legal status of the applicant

(i) Producer / Negative / TV/Doordarshan (Terrestrial & Satellite rights or Doordarshan rights for all channels) Rights holder.

.....

(Attach copy of the agreement(s) duly notarized)

(ii) Nature of the Entity:

Public Ltd., Co./ Private Ltd./ Proprietary Firm/
Partnership Firm/ Others.

.....

Attach copy of such duly notarized)



4. Specify period of telecast rights

with the offerer. -----

(option to use multiple

telecasts solely rests with Doordarshan)

PART - II

FILM DETAILS

1. List of the Films offered

2. a) Name of the original producer/right holder

b) Name(s) of the 2nd and subsequent right Holder(s)

3. Year of Release

4. (a) Date of issue of Censor Certificate

(b) Duration of the Film (in minutes), with cuts: -----

without cuts:

5. Category:

“U/A”, or “V / U” :

6. Cast in Respect of Major Roles: a)

b)

c)

d)

7. Name of the Producer

1.

(if there is more than one Producer,

2.

give names of all Producers)

3.

8. Name of the Director

9. Name of the Music Director

10 Name of the National / International Award, if any won by the film and
the year.

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11. Details of the film telecast earlier on Doordarshan:

(National Network / Hindi Belt / or others):

Sr. No.	Center	Date
1.		
2.		
3.		

12. Has the film ever been rejected by Doordarshan?

(If yes give details)

13. Is there any embargo of date or month on the telecast of the film on Doordarshan's

(Satellite & Terrestrial) Channel?

Signature :

Name in full

Stamp:

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Annexure-I

THE OFFERER OF THE FILM IS REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH THE APPLICATION FORM DULY FILLED IN :

1. Copy of Agreement and Link Agreement(s) if any, duly notarized on legitimate stamp paper, in order to establish that the applicant holds the rights of the film offered by him.
2. Copy/copies of Censor Certificate (all parts) duly notarized (Both "U" or "V/U" and "U/A" or "A"). The details of voluntary cuts or deletions suggested by the Censor Board must be provided along with Censor Certificate. . In case "V/U" or "U/A" certificate has been obtained from the Central Board of Film Certification at a later stage, a copy of earlier certificates i.e. "U/A" or "A" issued by the Board must also be attached along with the proposal. "U/A" certified films will be telecast with cautionary endorsement.
3. Synopsis including storyline, star cast, and details of director, music director, etc. list of hit songs and year of release.
4. Affidavit on Rs. 100/- Stamp paper in the prescribed Proforma duly notarized affirming / confirming to be the owner / Negative / TV/Doordarshan (Terrestrial & Satellite or Doordarshan rights for all channels) Rights Holder of the firm.**(Annexure-IV)**.
5. Affidavit from the producer / Right Holder on Stamp paper (duly notarized) declaring that the film is free from all encumbrances.
6. Indemnity Bond (duly notarized) on Rs. 100/- Stamp paper in the prescribed Proforma.**(Annexure-V)**
7. Publicity Materials i.e. stills etc.
8. Photocopy of the PAN card of the applicant duly notarized.
9. Income Tax return submitted by the applicant during last three financial years duly notarized.



10. Technical format of the print of film in Hard Disc i.e (***XDCAM HD MPEG 4:2:2.MXF OP1a format with 16:9 aspect ratio and audio embedded with video, dual mono on track 1 and 2 and stereo on track 3 and 4***) or any other format prescribed by Doordarshan in course of time is to be provided.
11. GST Registration.
12. Registration Certificate in case of proprietary firms/ Partnership Deed along with registration certificate in respect of partnership firms/ Certificate of Incorporation in respect of companies;
13. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatric release **(optional)**.

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Annexure-II
UNDERTAKING

1. That the rights holder is not continued to be blacklisted by any central or state government, any agency of the central or state government, any public sector undertaking or any autonomous body or regulatory authority, whether in India or abroad for any act considered to be criminal as per the extant laws, or for any financial default, or for any unfair, immoral or unethical trade practices.
3. That the rights holder is not a defaulter of Prasar Bharati, either as an advertising agency or as producer or in any other capacity. As on date, the rights holder does not owe any money to Prasar Bharati.
4. That none of the partners/rights holders is a defaulter and owes any money to Prasar Bharati. Further no such partner or director or rights holder is having any past association with any partnership firm or company as partner, promoter or director as the case may be, which is a defaulter and continues to owe money to Prasar Bharati.
5. That is solemnly declared that in case any amount is found to be outstanding against the rights holder or its partners or directors as the case may be the rights holder shall without prejudice to any other action as deemed appropriate by Prasar Bharati be liable to pay the said amount to Prasar Bharati.
6. The Rights Holder is not debarred from the bidding as per GFR, Rule 151.

Place:

Date:

Signature of the authorized signatories



(11)

Annexure-III

To be given on Stamp paper of Rs. 100/- only duly notarized

DECLARATION

I/We affirm and declare that all the information / documents furnished by me / us regarding the offer is/are true and correct to the best of my / our knowledge and belief and nothing has been concealed. Any information / documents given is / are found wrong at any stage shall result in rejection of my / our offer and also forfeiture of royalty amount in question.

Signature Name in full :

Banner :

Address :

Seal:

Date :

Place:

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Annexure-IV

FORMAT

(To be given on Stamp paper of Rs. 100/- only duly notarised)

AFFIDAVIT

I/We.....S/O
.....R/o
do hereby solemnly affirm and declare:

1. That I/We..... am / are the sole proprietor /Partner / Director / Karta(s) of Terrestrial and Satellite TV Right Holder(s)/Doordarshan rights of the film " " (language) offered for Prasar Bharati (BCI), DG:Doordarshan for multiple telecast basis on terrestrial and satellite channels.
2. That there is no Dispute / Court Case pending regarding ownership of the terrestrial and satellite TV Rights or Doordarshan rights in respect of the said Film. Both Terrestrial and Satellite TV Rights or Doordarshan rights are with the deponent.
3. That the said film..... has never been telecast on any TV channel including Doordarshan earlier or the said film has been telecast on channel(s) earlier.
4. Above named deponent verify and declares that the information / documents given is/ are absolutely correct and complete to the best of my / our knowledge and belief and nothing has been **concealed therein.** If at any stage, the information / documents given is / are found contrary / wrong, I / We shall be personally held responsible and liable to face all legal consequences apart from forfeiture of royalty amount in question.



Place :

Date :

DEPONENT

VERIFICATION

On this day (date) of the year () I/We the above named deponent(s) verify that the above statement are true and correct to the best of my knowledge and belief.

DEPONENT

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Annexure-V

To be given on Stamp paper of Rs. 100/- only (Each page duly notarised)

INDEMNITY BOND

This **INDEMNITY BOND** is executed by Mr / Ms..... Sole proprietor or partner or Director or Karta (be stated anyone) of M/s..... (Name & banner with address) (Hereinafter called '**the Obligor**') in favour of Prasar Bharti, (BCI), DG: Doordarshan, constituted under Prasar Bharati (Broadcasting Corporation of India) Act 1990 at New Delhi (hereinafter called '**the obligee**')

1. **AND WHEREAS** that the obligor hereby declares that he is the producer / sole TV right holder of the feature film in language and is legally entitled and competent to offer the aforesaid film for its telecast over Doordarshan. The rights for terrestrial/satellite/overseas transmission on Doordarshan rest(s) with us for the period..... to
2. **FURTHER** that the 'Obligor' hereby undertakes to keep the 'Obligee' indemnified against any claim, dispute, litigation, and court expenses incurred by the obligee etc. in respect of the TV/Doordarshan rights / Copy rights of the said picture for all India.
3. **FURTHERMORE**, that the 'Obligor' agrees to make available of the film to the 'Obligee' by providing in brand new Hard Disc for the purpose of preview and telecast or any other format prescribed by Doordarshan in course of time at his own expenses and it is mutually agreed that the same shall be returned to him after use.
4. **FURTHER**, that in the event of any objection / claim from any distributor /s or negative rights holder / Video rights holder or any party or parties against telecast of the above feature film 'the Obligor' agrees and undertakes to get the objections cleared of his own claim, litigation and / or dispute.



(15)

5. **FURTHER**, that in the event of any dispute, this indemnity bond shall be subjected to the jurisdiction of appropriate Court in **Delhi**.
6. **AND WHEREAS**, the "Obligee" has expressed his willingness to give royalty to the 'Obligor' in connection with the telecasting of the Featurefilm in..... language over Doordarshan.
7. **AND WHEREAS**, "the Obligor" has consented to accept the royalty as per criteria of 'the Obligee'.
8. **AND WHEREAS**, ' the Obligor' has approached 'the Obligee' to make royalty payment,'the Obligee' has agreed to make the payment of the royalty to "the Obligor"
9. **NOW THEREFORE THIS BOND WITNESSES** that in the consideration of payment of the said royalty by 'the Obligee' to 'the Obligor' the said Mr./Ms..... Sole proprietor or Partner or Director or Karta (be stated anyone) of M/s. (Name and address) binds himself to pay the said royalty with interest, loss, damages and costs of all kinds whatsoever to 'the Obligee' in the event of any claim being made in respect of the said royalty.
10. **FURTHER**, in consideration of the aforesaid royalty 'the Obligor' undertakes to 'the Obligee' that all assets of 'the Obligor' both movable and immovable, will be responsible to 'the Obligee' for the said royalty. For the purpose of this clause, 'the Obligor' which expression unless repugnant to the context, shall mean and include his properties and heirs, executors, administrators and assignees.
11. That said Indemnity Bond is without prejudice to any other remedy that the Prasar Bharati, (Broadcasting Corporation of India), DG : Doordarshan. ('The Obligee') may have against the Obligor under any law for the time being in force.



IN WITNESS whereof the said 'Obligor' has hereto signed
at (place) on this..... day of

WITNESS:

Name & signature

Of the 1st witness.....

Father's
Name.....

Full / Postal Address
.....

Name & signature
Of the 2nd witness

Father's Name
Full / Postal Address.....

OBLIGOR

Name & signature
of the obligor.....

Father's Name.....

Full / Postal Address
.....

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