



## PRASAR BHARATI INDIA'S PUBLIC SERVICE BROADCASTER DOORDARSHAN KENDRA, CHENNAI-600 005.

Date : 28.02.2023

# Notice Inviting Applications (NIA)

Doordarshan Podhigai invites application from the right holders (Satellite rights) for telecast of Tamil feature films on payment of royalty (existing rates) as per the revised guidelines for Hindi feature film – 2007, 2011 and terms and conditions mentioned below. Interested persons may submit their application **on or before 10.03.2023** to,

The Director Doordarshan Kendra, Chennai No.5., Swamisivananda Salai Chepauk, Chennai – 600005 or Email Address : chencomdd@yahoo.co.in

Terms and conditions:-

- 1. Offer form duly filled in.
- 2. 'A' certified films are not eligible for telecast on Doordarshan channels. Proposals in respect of only such films which are having 'U', 'V/U', 'U/A' and 'V/UA' certificates can be submitted for consideration. U/A or V/UA certified films can be telecast with cautionary endorsement that the question as to whether a child below the age of 12 years may be allowed to see such a film should be considered by the parents or the guardian of such child.
- 3. Copy of link agreement(s), duly notarized on stamp paper, in order to establish that the applicant holds the rights of the film offered by him.
- 4. Notarized copy of Censor Certificate.
- 5. Synopsis Including storyline, star cast and details of director, music director etc., list of hit song and year of release.
- 6. Doordarshan Gradation copy.
- 7. DVD / Pen drive of the film for preview purposes.
- 8. Indemnity Bond in the prescribed formats.
- 9. Publicity materials if any.
- 10. Award certificate / Jubilee certificate, if any, duly notarized.
- 11. Newspaper clippings / copies of press review wherever available.
- 12. Photocopy of the PAN card and GST certificate (if registered) of the applicant
- 13. Please note, if gradation copy is not submitted then the application will considered as fresh and graded by Doordarshan.

S. No.	Grade	Royalty Amount (I Telecast) (Rs.)	Royalty Amount (II Telecast) (Rs.)	Royalty Amount (III & Subsequent Telecast) (Rs.)
1.	A (Colour)	65,000/-	32,500/-	16,250/-
2.	A (Black and White)	48,750/-	24,375/-	12,188/-
3.	B <sup>+</sup> (Colour)	50,000/-	25,000/-	12,500/-
4.	B <sup>+</sup> (Black and White)	37,500/-	18,750/-	9,375/-
5.	B (Colour)	35,000/-	17,500/-	8,750/-
6.	B (Black and White)	26,250/-	13,125/-	6,563/-

## **Royalty Rate Structure for DD Podhigai (Satellite rights)**

A telecast made beyond five calendar years (excluding the calendar year of its scheduled telecast) will not be taken into account for the purpose of deciding the royalty payable for repeat telecast. All those films will be graded again by the committee constituted by Doordarshan.

		Passport size photo of the Applicant duly attested by the Gazetted Officer
1.	Demand Draft No. & Date with name of the Bar	nk
2.	<ol> <li>Name of the applicant in BLOCK LETTERS</li></ol>	
	(III) Address for correspondence	
		PIN:
		TELEPHONE:
		FAX:
3.	Address of the applicant (Registered office in case of applicant is a comp registered under companies Act 1956 or Head C	
		PIN:
		TELEPHONE:
4.	Legal status of the applicant (i.e.) Producer / Negative / TV/Doordarshar Rights holder.	
	( Attach copy of the agreement(s) duly notarize (ii) Nature of the concern :	Sector Sector and
	( Public Ltd., Co./ Private Ltd./ Proprietary Firm/	
	Partnership Firm/ Others. Attach copy of such d	luly notarized)
5.	Name and address of the laboratory where the negatives of the film are kept.	
6.	Specify period of telecast rights with the offerer.	
	(option to use multiple	
	telecasts solely rests with Doordarshan).	

1.	Name of the Film offered	
2.	Film offered for(i)DD-I(ii)DD-Bharati(iii)DD-Urdu(iv)DD-India(v)DD-Kashir(vi)DD-UP(vii)DD-MP(viii)DD-Rajasthan(ix)Regional channels(x)All above Terrestrial/Sate	ellite channels
3.		ght holder ent right Holder(s)
4.	Year of Production	
5.	(a) Date of issue of Censor Certificate	2
	(b) Duration of the Film (in minutes),	with cuts:
		without cuts:
6.	Category:	without cuts:
6. 7.	Category: Cast in Respect of Major Roles:	
		"U", or "V/U":
		"U", or "V/U": a) b) c) d)
7.	Cast in Respect of Major Roles:	"U", or "V/U": a) b) c) d) e)

10.	Name of the Director		
11.	Name of the Music Director		
12.	(a) Name of the National / Internat Award, if any won by the film an the year.		
13.	Details of the film telecast earlier or	Doordarshan:	
	(National Network / Hindi Belt / or	others):	
	C. N.		
	Sr. No.	Center	Date
	<b>Sr. No.</b> 1.	Center	Date
		Center	Date
	1.	Center	Date
14.	1. 2. 3.		Date

- 16. Who owns the Satellite rights of the film? Has the film been premiered on Satellite Channel?\_\_\_\_\_\_\_
  When?\_\_\_\_\_\_\_
- 17. Is there any embargo of date or month on the telecast of the film on Doordarshan's (Terrestrial) Channel?\_\_\_\_\_

Signature :

Stamp:

Name in full

## 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 :

Place: Date : (To be given on Stamp paper of Rs. 100/- only duly noterised)

# AFFIDA VIT

I/We	S/O	R/
0	do hereby solemply	offinn and
declare:	do hereby solemnly	annirm and

- That I/We \_\_\_\_\_\_ am / are the sole proprietor / Partner / Director / Karta(s) of Terrestrial and Satellite TV Right Holder(s) 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 in respect of the said Film. Both Terrestrial and Satellite TV 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

### 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 \_\_\_\_\_
- 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 DVC-Pro 50 tapes 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.
- 5. **FURTHER,** that in the event of any dispute, this indemnity bond shall be subjected to the jurisdiction of appropriate Court in **Delhi.**
- AND WHEREAS, the "Obligee" has expressed his willingness to give royalty to the 'Obligor' in connection with the telecasting of the Feature film \_\_\_\_\_\_ in \_\_\_\_\_ language over Doordarshan.
- 7. **AND WHEREAS,** "the Obligor' has consented to accept the royalty as per criteria of 'the Obligee'.

Contd.....

- 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"
- 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:

### OBLIGOR

Name & signature Of the 1 <sup>st</sup> witness	Name & signature Of the Obligor
Father's Name	Father's Name
Full / Postal Address	Full / Postal Address
Name & signature	
Of the 2 <sup>nd</sup> witness	
Father's Name	
Full / Postal Address	