

Prasar Bharati
(India's Public Service Broadcaster)
Prasar Bharati House, Copernicus Marg,
New Delhi-110001


No:P-1/014(98)/2019-Ops.(2/1)

Dated: 09.08.2024

Notification
(No.01/2024-Ops.)

Prasar Bharati, hereby, notifies the "Prasar Bharati Content Sourcing Policy 2024" in consonance with the decision taken by the Prasar Bharati Board in its 186th meeting held on 02.08.2024. These guidelines are in supersession of all the guidelines and their amendments issued from time to time for procurement of content by Prasar Bharati verticals.

2. These policy guidelines envisage the process, provision and framework required to be followed for the sourcing/acquisition of the content through various modes for different platforms of Prasar Bharati.
3. These policy guidelines, as annexed, are being placed on Prasar Bharati website www.prasarbharti.gov.in for the information of all the stakeholders.
4. These policy guidelines will be in force from the date of issue of this notification.


09.08.2024

(P.S.Srivastava)
DDG(Operations)

Annexure – As above

Copy to:

1. PPS to CEO, Prasar Bharati
2. PPS to Member (Finance), Prasar Bharati
3. Director General, Doordarshan
4. Director General, Akashvani
5. Engineer-in-Chief (Broadcast Operation)
6. ADG(Tech), PBS
7. CVO, Prasar Bharati

Prasar Bharati Content Sourcing Policy 2024

Amit Kumar

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Preamble

- i. Prasar Bharati, the Public Service Broadcaster, serves to entertain, educate and inform the public through programmes that are in the interest of public service.
- ii. Prasar Bharati (PB), apart from building content repositories on its own, sources content through a variety of modes to gain additional content to share with audiences based on their wants, needs, and interests.
- iii. The Content Sourcing Policy broadly defines the guidelines, processes and framework required to be followed for the sourcing of content for all verticals of Prasar Bharati.
- iv. This policy will be applicable for content sourcing for all linear channels & digital platforms including *Over The Top* (OTT) or any other new medium of broadcast/telecast/streaming for Prasar Bharati. This policy shall also apply *mutatis mutandis* for sourcing of content for Akashvani.
- v. The content sourced through this policy shall be in accordance with the Programme and Advertising Code of Prasar Bharati, notified from time to time.

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Chapter 1

Introduction

1.1 Content Sourcing Division

1.1.1 The Content Sourcing Division at Doordarshan Directorate (HQ) and Content Sourcing Divisions at Zonal Levels (for the regional channels) are the nodal divisions for sourcing of content for all platforms of Prasar Bharati.

1.1.2 Zonal Head (Content Ops) will also be the Zonal Head (Content Sourcing Division) of their respective Zones. Content Operations section at Zonal Level will also work as Content Sourcing Division at Zonal level. Head(s) of Programme of Doordarshan Kendra(s) shall assist & provide secretarial support for content sourcing, if needed, to respective Zonal Head (Content Sourcing Division).

1.1.3 The Content Sourcing Division (Doordarshan Directorate (HQ) & Zonal Level) shall hold periodic meetings with concerned Head(s) of Programme to understand their content requirements. Besides this, Content Sourcing Divisions shall also meet Production Houses/Producers/Rights' Owners/Aggregators to understand the market dynamics, from time to time.

1.1.4 If the content involves multiple language versions then Content Sourcing Division at Doordarshan Directorate (HQ) or Content Sourcing Divisions at Zonal Level may source the content as per suitability e.g. If the content is in Tamil Language with multiple language versions then Content Sourcing Division (South Zone) may source the content for other language versions too.

1.1.5 Prasar Bharati Sports Division shall source content/ acquire rights of Sporting events.

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1.2 Eligibility Criteria for Production House(s)/Producer(s)/Rights'owner(s)/Aggregator(s)/Collaborator(s)/ Distributor(s)

1.2.1 The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), Distributor (s) may be an individual, proprietary firm or any legal entity including Partnership firm, Joint Venture, Limited Liability Partnership or Company.

1.2.2 The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), Collaborator(s), Distributor(s) should possess legally valid, undisputed and unencumbered rights of the content being offered to Prasar Bharati for telecast / broadcast / streaming. They should not be under any legal disability in relation to entering into agreement with Prasar Bharati for telecast/broadcast/streaming on the terms and conditions agreed between the parties.

1.2.3 The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), Collaborator(s), Distributor(s) 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, in the capacity of a partner, promoter, or director, as applicable. A Production House/Producer/ Rights' owner/Aggregator, Distributor who has any outstanding dues to Prasar Bharati, shall mandatorily disclose this aspect in his offer.

1.2.4 The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), Collaborator(s), Distributor(s) should not be debarred from doing business with Prasar Bharati, or any Ministry or Department of the Central or any State Government, or any statutory autonomous body, or any Public Sector Undertaking, on account of any corrupt, unethical, or coercive business practice at the time of submission of proposal as well as during the entire period of the contract. The Production House(s)/Producer(s)/ Rights' owner(s)/ Aggregator(s), Distributor (s) who are charge-sheeted in any criminal case are also not eligible to apply.

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1.3 Sourcing modes

Prasar Bharati will source content under the following modes:

- I. Commissioning (Including Co-Production of programme /Public Private Partnership)
- II. Revenue share
- III. License fee/Royalty
- IV. Sponsored
- V. Gratis
- VI. Bundling/Package
- VII. Collaboration
 - a. Application to Application Collaboration
 - b. Collaboration for Streaming with Satellite Channels an FAST Channel (Free Ad-Supported Streaming TV)

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Chapter 2

Commissioning

2.1 Definition

Prasar Bharati commissions content, which implies production of fresh programmes, from outside Producer(s)/Production House(s) with either full or partial budgetary support from Prasar Bharati, Government/ Non-Government Body etc. in accordance with content requirement of its linear channels & digital platforms including OTT, to complement and supplement its in-house production and/or to bring variety and diversity in its programmes.

2.2 Methods

Prasar Bharati may commission content either on Fixed Budget or Assessed Budget methods. Fixed/Assessed budget may also be considered in Co-Production of programme /Public Private Partnership.

(a) In the 'fixed budget method', the Producer(s)/Production House(s) would be expected to submit a proposal to produce the programme/content within the cost specified by Prasar Bharati.

(b) In the 'assessed budget method' the cost would be examined by the Costing Committee after the evaluation of proposal received from the Producer(s)/Production House(s).

2.3 Programme Requirements

2.3.1 Keeping in view of the requirements of channel(s)/digital platform(s) including OTT (based on content strategy and requirement of programmes in each genre based on rating/viewing trends), the concerned Content Sourcing Division at Doordarshan Directorate (HQ) or at the Zonal Level, in consultation with or on request of Head(s) of Programme/Programme in-charge of Channels/Kendras/Platforms will invite proposal(s) to source Programme(s)/Content under suitable Commissioning procedure.

2.3.2 Such proposal(s) should be mooted through ADG (Programme) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD.

2.4 Procedure for Commissioning

Commissioning with either full or partial budgetary support including Co-Production of programme /Public Private Partnership will be done as under:

- a. Open proposals on varying themes from Producer(s)/Production House(s)
- b. 1. Proposals on themes identified by PrasarBharati from select Producers or Production houses.
2. Single Nomination basis.

2.4.a. Open Proposal on varying themes from Producer(s) / Production House(s)

2.4.a.1. Notice for Inviting Programme Proposals (NIPP):

2.4.a.1.1. Prasar Bharati may invite Programme proposals from production house(s)/producer(s) through notification on its websites/or on any other communication platform as deemed fit. The Notice for Inviting Programme Proposals (NIPP) would clearly mention the budgeting method. The selection of the production house(s)/producer(s) for the programmes shall be done on the basis of Quality-cum-cost based selection (QCBS). The NIPP would clearly mention that Technical and Financial Proposals should be submitted separately.

2.4.a.1.2. Any Producer/Production House who fulfils the criteria mentioned in the NIPP may submit the proposal by paying processing fee of Rs 25,000/- (non-refundable) and providing required information.

2.4.a.1.3. Required Information:

- A. Name of the Production House
- B. Name of Producer(s)
- C. Concept Note with proposed name of programme, theme, concept of programme, storyline, visualisation, treatment of concept, proposed cast and crew, proposed number of episode(s) along with duration

- D. Language (s)
- E. Show reel-fresh/previous work (duration : 3 minutes(approx)
- F. PAN No.
- G. GST Registration Certificate
- H. 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.
- I. Authorization for signatory. Authorization shall be from all
partners for partnership firms and from Board of Directors for
companies.
- J. Balance Sheets/audited accounts for last three years.
- K. Income Tax Returns for last 3 years
- L. Affidavit for meeting eligibility criterion and providing correct
information (**Annexure -I**).
- M. Awards or Recognition (if any)
- N. Indemnification

2.4.a.2. Selection Process:

2.4.a.2.1.i Scrutiny: Once the proposal is received, the scrutiny shall be done by Content Sourcing Division to verify whether documents are in order & processing fee has been paid.

2.4.a.2.1.ii Whenever, Commissioning is done at Zonal Level, concerned Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division) in such scrutiny.

2.4.a.2.1.iii. The proposal submitted will be examined by concerned Content Sourcing Division on the basis of following criteria:

- A. Payment of processing fee
- B. Providing required information & scanned copies of documents as mentioned in Clause **2.4.a.1.3.**
- C. Fulfilment of eligibility criteria, as per NIPP.

2.4.a.2.1.iv. If any proposal meets the eligibility criteria and processing fee has been paid, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases the producer/production house shall be informed of deficiencies and asked to rectify.

2.4.a.2.1.v. After the scrutiny is complete, the proposals received shall be evaluated based on the technical criteria laid down in NIPP. Proposals of only those Respondents will be evaluated, who are qualified and short-listed based on the documents submitted. If the

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proposal is determined as not substantially responsive, the Evaluation Committee will reject it.

2.4.a.2.2 Evaluation Committee:

2.4.a.2.2.i. The shortlisted proposals after scrutiny will be evaluated by Evaluation Committee. The Producer/Production House who are shortlisted shall be asked to give a presentation before the Evaluation Committee.

2.4.a.2.2.ii The Evaluation Committee at Doordarshan Directorate/Zonal level will comprise of following members:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel/Platform or their Representative
- C. Head of Sales and Marketing /representative of Sales Wing at Zonal level, as the case may be.
- D. Members (1-2) from the Government /Non-Government body only if the programme is being partially or fully funded by Government /Non-Government body
- E. 01(one) outside expert

2.4.a.2.2.iii Convener of the Evaluation committee will be a Programme Officer of concerned Content Sourcing Division.

2.4.a.2.2.iv The parameters to be used for technical evaluation will be based upon:

S.No.	Criteria	Maximum Marks
1	Show reel	20
2	Theme and Story line	25
3	Visualization & Treatment	20
4	Cast & Crew	15
5	Synopsis (episode wise) *	20

Table: 1

**In case Commissioning is done for OTT/Digital platform, script of all episodes/ script of all episode of 01 (one) season shall be evaluated in*

place of Synopsis (episode wise). The complete process of scrutiny and evaluation shall be done for internal scrutiny and evaluation.

2.4.a.2.2.v.The production house(s)/producer(s) securing more than 60 % marks in Evaluation will be shortlisted. Financial Bids/Proposals will be considered only of those respondents who secure a qualifying Technical Score.

2.4.a.2.2.vi:Financial Bids/Proposals: The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes). The agencies are advised to quote for the jobs listed. Financial Proposal should include the cost per product/ item wise cost being proposed in the agency's respective Technical Proposal and also overall cost for all the proposed activities. Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually. The lowest final bid will get full marks as assigned to weightage of Financial Score in the Overall scoring.

2.4.a.2.2.vii: The weightage of Technical Score and Financial Score may be mentioned in the NIPP and final selection may be done on the basis of highest score by a Producer/ Production House combining Technical Score and Financial Score after normalizing the actual score to the weightage decided in NIPP.

2.4.a.2.2.viii: Further, the negotiations could also be done with the selected production house(s)/producer(s) on his Financial Proposal by a Negotiation Committee with the following Composition:

- A. Head of concerned Content Sourcing Division
- B. Head of Sales and Marketing / Representative of Sales Division at Zonal level, as the case may be.
- C. Concerned Head of Programme (HoP) /Programme in-charge or Representative of HoP
- D. Representative from Finance Wing
- E. Members (1-2) from the Government /Non-Government body only if the programme is being partially or fully funded by Government /Non-Government body

2.4.a.2.2.ix: Since the sourcing of programmes is a continuous process keeping in view of the requirements of channel(s)/digital platform(s) and OTT based on content strategy and requirement of programmes based on rating/viewing trends for different genres,

Prasar Bharati may also make or use a standardized rate contract and panel of production houses/producers by inviting proposals from production house(s)/producer(s) through notification on its websites/or on any other communication platform as deemed fit. The selection of the production house(s)/producer(s) for the programmes may be done on the basis of two stage (two-bid) process as mentioned in various clauses under 2.4.a.2 of this Policy. The NIPP would clearly mention the validity period of such rate contract and panel selected through the two-bid Process.

2.4.a.2.2.x: Rate Contract and panel: The detailed rate contract may be arrived at after the two stage bid Process by inviting the proposal through open NIPP. The participating production house(s)/producer(s) may be asked to give the separate Financial Proposals on each of the items mentioned in the Financial Performa of NIPP. After the Technical Selection Process as mentioned in the clause 2.4.a.2.3, the Lowest rate (L1) will be identified for each item under each category, from the financial proposals submitted by production house(s)/producer(s) who are qualified in the Technical Selection Process as mentioned in the clause 2.4.a.2.2.v. The rate matrix so evolved for each item against each deliverable may be offered to all production house(s)/producer(s) who are qualified in the Technical Selection Process as mentioned in the clause 2.4.a.2.2.v. The production house(s)/producer(s) which accepts the rate matrix or contract so formed for the lowest prices against each item against each deliverable may deemed to be considered as the panel till the validity period as mentioned in NIPP. The panel of such production house(s)/producer(s) may be expanded time to time based on the same Technical Criteria and Technical Selection Process and subject to acceptance of the rate contract by the qualified production house(s)/producer(s). The panel validity of the newly added producers will be co-terminus to the original panel formed through NIPP.

2.4.a.2.2.xi: Award of work/programmes: All the future programmes may be awarded on the basis of rate contract so executed, to such production house(s)/producer(s) who qualifies technical criteria mentioned in NIPP and the Technical Selection Process as mentioned in the clause 2.4.a.2.3 and accepted the rate contract. The award of programmes to production house(s)/producer(s) in the panel done through a technical selection process against each programme proposal wherein all production house(s)/producer(s) in the panel may be invited for creative brief for a

programme as required by Prasar Bharati keeping in view of the requirements of channel(s)/digital platform(s) including OTT (based on content strategy and requirement of programmes in each genre based on rating/viewing trends). The technical presentation of all the producers who wish to participate for the selection process for programme (s) have to give a presentation before the committee constituted every time with approval of competent authority for each set of programmes. The selection will be done by such committee based on selection criteria as approved by the DG,DD. The selected production house(s)/producer(s) will be awarded the programmes on the basis of acceptance to complete execution of the programme (s) as per the rate contract accepted by the production house(s)/producer(s). Once the selection process is complete the cost of the project/programme arrived as per the rate contract will be sent by concerned Content Sourcing Division to Finance Wing for concurrence. Thereafter, the concerned Content Sourcing Division shall send the proposal(s) to ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB/PB Board as per DFPR 2022 on the recommendation of DG,DD.

2.4.a.2.3. Timelines:

Normally, the timelines for completion of various stages of sourcing after the receipt of proposal(s) will be as follows:-

(i).	Scrutiny	1-2 week
(ii).	Evaluation & Market Survey	1 week
(iii).	Cost Evaluation, IFD concurrence & approval of Competent Authority	1-2 week
(iv).	Signing of Agreement and Submission of PBG	1 weeks

Table: 2

2.4.a.2.4 Delivery of Content

2.4.a.2.4.i. After the agreement between Prasar Bharati and the Production House /Producer, the latter shall submit all the episodes/content of the programme, complete in all respects to concerned Content Sourcing Division within a mutually agreed time frame.

2.4.a.2.4.ii. The script(s) of the programme given by Production House /Producer shall be cleared by Content Sourcing Division within 4-6 weeks.

2.4.a.2.4.iii. The Content Sourcing Division shall have an approved list of Programme Officers/Retired Programme Officers of Doordarshan/Outside experts for evaluation of script(s).

2.4.a.2.4.iv. The following timeframe should be adhered to for the delivery of the content involving episodes:

- A.** The Production House /Producer, in case of a weekly or bi-weekly programme, shall provide a bank of 10 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/stream of the first episode.

In case more episodes per week are to be telecast/broadcast/streamed the Production House /Producer for the programmes shall submit a bank of 22 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/streamed of the first episode.

At any point of time it must be ensured that the Production House /Producer, for weekly or bi-weekly programme(s), should have had submitted a bank of minimum 10 episodes at least one month before, and a bank of minimum 22 episodes, at least one month before, in case of programmes with more episodes per week.

- B.** Prasar Bharati will preview the content and provide its feedback within the specified timeframe. The final telecast master after the corrections, if any, will be submitted by Production House /Producer at least 03 days before the telecast/broadcast/streaming of the first episode of the week.
- C.** The final master for OTT after the corrections and compatible formats, if any, will be submitted by the Production house/Producer as laid out in the agreement.
- D.** The exact timelines for delivery of content shall be mentioned in the agreement. However, the requirement related to date of telecast/broadcast/streaming and submission of episodes/content can be modified by mutual agreement between Prasar Bharati and Production House /Producer on suitable grounds.

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2.4.a.2.4.v. Delivery of Content to Prasar Bharati shall be the responsibility of Production House /Producer as per the specifications provided by Prasar Bharati and no expense in this regard shall be reimbursed by Prasar Bharati.

2.4.a.2.4.vi The concerned Content Sourcing Division shall be the nodal point for receiving the content from Production House /Producer and shall forward it to concerned Head of Programme /Programme in-charge.

2.4.a.2.4.vii For the preview of the commissioned and so produced content, an appropriate preview structure may be devised by the content sourcing division as per the requirement (the volume of content to be previewed) with the approval of the CEO,PB. In this regard The Head of Programme/Programme in-charge of concerned channel/platform for which the content is sourced shall constitute preview teams as per the approved preview structure comprising of in-house official(s), Outside expert(s), Intern(s) etc. The teams shall preview the content within the timeline provided in the agreement and submit the preview report to the Head of Programme /Programme in-charge of the concerned channel/platform.

2.4.a.2.4.viii The Head of Programme/Programme in-charge of concerned channel/platform shall apprise the concerned Content Sourcing Division, responsible for coordinating with Production House /Producer for changes to be made in the content, if any. After carrying out the desired changes, the Production House /Producer shall resubmit the revised content which will again be previewed by the preview team for ascertaining that all the changes as communicated to the Production House /Producer have been carried out.

2.4.a.2.4.ix The preview team of the concerned channel/platform will provide 'Fit for Telecast/Streaming' certificate (Proforma at Annexure - II) along with the desired child assets i.e. metadata, thumbnail etc. to the concerned Head of Programme/Programme in-charge of concerned channel/platform who shall communicate the same to the concerned Content Sourcing Division along with the copies of the preview reports and record of receipt of content.

2.4.a.2.4.xThe payment process shall be initiated by concerned Content Sourcing Division on receipt of 'Fit for Telecast/Streaming' certificate.

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NOTE-2: From time to time, Prasar Bharati shall identify topics / subjects of national significance /wholesome entertainment and occasion-specific theme for direct assignment to shortlisted Producer(s)/Production House(s) with full justification in conformity with *sub-section 3 of Section 12 of Prasar Bharati Act***, with special reference to clauses (c) and (e) of this sub-section.

**** 12. Functions and Powers of Corporation.**

12.(3).(c) to negotiate for purchase of, or otherwise acquire, programmes and rights or privileges in respect of sports and other events, films, serials, occasions, meetings, functions or incidents of public interest, for broadcasting and to establish procedures for the allocation of such programmes, rights or privileges to the services;

12.(3).(e) to conduct or commission, from time to time, programmes, audience research, market or technical service, which may be released to such persons and in such manner and subject to such terms and conditions as the Corporation may think fit;

2.4.b.1 Proposals on themes identified by Prasar Bharati from select Producers or Production houses. (Limited Panel)

2.4.b.1.i In this case , the concerned content sourcing divisions, with due diligence, will shortlist the reputed production houses/ producers and creative directors (will be collectively referred as Producer) with proven track record to produce content.

2.4.b.1.ii The proposals will be invited from the shortlisted producers/Production Houses

2.4.b.1.iii The shortlisted Producer/Production House may submit the proposal by paying processing fee of Rs 25,000/- (non-refundable) and providing required information.

The process of selection and budgeting will be exactly the same as in Clause 2.4.a.2 of Chapter 2 onwards, elaborated for commissioning through 'Open Proposal'.

2.4.b.2. Single Nomination basis

In this case, wherever the Management is of the opinion that a particular programme of certain genre can be produced by a particular Producer/Production House, the concerned Content Sourcing Division

may contact the Producer/Production House and invite the programme proposal along with required information. No processing fee shall be charged from Producer/Production House.

[Note: Management Implies CEO, PB / DG, DD / ADG (Programme)(HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) / Head of Content Sourcing Division (Doordarshan Directorate (HQ))/Zonal Head (Content Ops.)]

2.4.b.2.i. Required information

- A. Name of the Production house
- B. Name of Producer(s)
- C. Concept Note with proposed name of programme, theme, concept of programme, visualisation, storyline, treatment of concept, proposed cast and crew, Proposed Number of Episodes along with duration
- D. Synopsis of Programme (episode-wise)
- E. Script of 13 episodes/Full Content whichever is less or script of episodes/ script of all episodes of 01 (one) season in case content is for OTT/ Digital platforms
- F. Show reel of either of fresh or previous work (duration: 3 minutes (approx))
- G. Proposed cost (with episodic cost breakdown)
- H. Awards or Recognition (if any)
- I. PAN No
- J. GST Registration Certificate
- K. 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.
- L. Income Tax Returns for last 3 years
- M. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- N. Affidavit for meeting eligibility criterion and providing correct information (**Annexure -I**)
- O. Indemnification
- P. Integrity pact on plain paper where cost of sourcing is 2 Cr or above.
- Q. Balance Sheets/audited accounts for last three years.

2.4.b.2.3 Scrutiny:

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2.4.b.2.3.i. Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

2.4.b.2.3.ii. The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in Clause 2.4.b.2.1. of Chapter 2.
- B. Fulfilment of eligibility criteria

2.4.b.2.3.iii. If any proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases the producer/production house shall be informed of such deficiencies and asked to rectify.

2.4.b.2.3.iv. The received proposal(s) shall be forwarded to Evaluation Committee after Scrutiny.

2.4.b.2.4 Evaluation Committee:

2.4.b.2.4.i The shortlisted proposals will be evaluated by Evaluation Committee. The Producers/Production Houses who are shortlisted shall be asked to give a presentation before the Evaluation Committee.

2.4.b.2.4.ii The Evaluation Committee at Doordarshan Directorate/Zonal level will comprise of following members:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel/Platform or their Representative
- C. Head of Sales and Marketing /representative of Sales Wing at Zonal level, as the case may be.
- D. Members (1-2) from the Government /Non-Government body only if the programme is being partially or fully funded by Government /Non-Government body
- E. 01(one) outside expert

2.4.b.2.4.iii Convener of the Evaluation committee will be a Programme Officer of concerned Content Sourcing Division.

2.4.b.2.4.iv The proposals received will be evaluated in accordance with the following scoring matrix for assessed budget:

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S.No.	Criteria	Maximum Marks
1.	Production House / Producer' past work / Presentation / Show Reel	25
2.	Concept/Theme/Story line	20
3.	Visualization & Treatment	20
4.	Cast & Crew	15
5.	Synopsis (episode wise) *	20

Table: 3

**In case Commissioning is done for OTT/Digital platform, script of all episodes/ script of all episode of 01 (one) season shall be evaluated in place of Synopsis (episode wise). The complete process of scrutiny and evaluation shall be done for internal scrutiny and evaluation.*

2.4.b.2.4.v The proposal(s) having a score of 75 and above shall be considered for recommendation.

2.4.b.2.4.vi The recommendation of the Evaluation Committee shall be sent to ADG (Programme) (HQ) /Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) who will place it for an in-principle approval of DG, DD. Number of the proposals finally selected for commissioning shall depend on the requirement of the channel/platform as mentioned in the NIPP.

2.4.b.2.4.vii The Marketing Division, both at the HQ and Zonal level shall explore the market for commercial opportunities of the recommended proposal(s).

2.5. Cost Evaluation of proposals:

2.5.i. Upon receiving the in-principle approval of DG,DD, the Content Sourcing Division will send the proposal(s) to the Costing Committee for examining the proposal(s) from the financial angle. A similar process will be adopted by the Costing Committee to evaluate the proposal(s) when the budget of the content is pre determined.

The Costing Committee shall also clarify/negotiate the costing with the Producer/Production house, if required.

2.5.ii. The Costing Committee shall comprise of following members:

- A. Head of concerned Content Sourcing Division
- B. Head of Sales and Marketing / Representative of Sales Division at Zonal level, as the case may be.
- C. Concerned Head of Programme (HoP) /Programme in-charge or their Representative
- D. Representative from Finance Wing
- E. Members (1-2) from the Government /Non-Government body only if the programme is being partially or fully funded by Government /Non-Government body

2.5.iii. Once the final cost is agreed upon, the proposal(s) will be sent by concerned Content Sourcing Division to Finance Wing for concurrence. Thereafter, the concerned Content Sourcing Division shall send the proposal(s) to ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB/PB Board as per DFPR 2022 on the recommendation of DG,DD.

2.6 Pilot Episode:

If required, 01 (one) Pilot episode may be requested from the Production house/Producer at any stage, after seeking approval through ADG (Programme) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate(HQ) from DG,DD.

2.6.a Payment in case of Full Funding by Prasar Bharati

Stages of Payment	Timeline
Advance - 30 % of the contract value	Within 15 days after signing of the agreement and submission of BG of equivalent amount and Performance Security, if any
First Tranche - 20% of the contract value	After acceptance of 20% total number of episodes/total content duration by PB
Second Tranche - 20% of the	After acceptance of 40% of the total number of episodes/total content

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of the contract value	duration by Prasar Bharati
Third Tranche - 20% of the contract amount.	After acceptance of 60% of the total number of episodes/total content duration by Prasar Bharati
Final Tranche - 10% of the contract.	Within one month after acceptance of all the episode/total content duration
Release of BG submitted against advance payments.	Within one month after acceptance of all the episodes/total content duration.
Release of Performance BG.	After 90 days of acceptance of all the episodes/total content duration.

Note:-Taxes as applicable.

Table: 4

2.6.b In case of Partial Funding by Prasar Bharati/Co-Production/Public Private Partnership

- A. The above stages of payment as per payment matrix at Section 2.6.a of Chapter 2 will also be applicable.
- B. Prasar Bharati and Production House/Producer will open a joint escrow account. Both the parties will deposit their portion of the contracted amount in the escrow account.
- C. Prasar Bharati will assign a Programme Officer for monitoring the production process.
- D. All payment to the cast & crew and for logistics shall be made directly to all concerned in their Bank Account.
- E. The expenditure shall be quarterly audited by a qualified chartered accountant as per the provisions in the agreement. The Expenditure for such audit shall be borne equally by both Prasar Bharati and the Producer/ Production house.

2.7. Rights

2.7.1 In case of Full Funding by Prasar Bharati, Prasar Bharati will be the owner of the commissioned content & will have exclusive perpetual rights.

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2.7.2. In case of Partial Funding by Prasar Bharati /Co-Production/Public Private Partnership, all the rights will be decided mutually between Prasar Bharati & Production House/Producer.

2.8 Liquidated Damages

Cause	Liquidated Damages
Delay in delivery of telecast master for preview	0.5% of the total costs of the episodes which are delayed for delivery will be charged for every week from the given date of delivery in the Agreement, subject to maximum upto 10% total costs of the episodes which are delayed for delivery

Table:5

2.9 Performance Security to be submitted by the Production House/Producer before signing the Agreement.

The performance security to be submitted by the Production House/Producer on the date of signing the agreement shall be as per Prasar Bharati Procurement Policy 2022 as amended from time to time.

2.10 Termination of Agreement

2.10.i For commissioned programmes, Prasar Bharati shall be at liberty to terminate the Agreement at any time by giving one month notice to the Production House/Producer irrespective of number of episodes produced or for which the work is in progress.

2.10.ii After such notice, Prasar Bharati, in consultation with the Producer/Production House will allow completion of the story within certain number of episodes in case telecast/broadcast/streaming has already begun. The payment will be made only on the basis of the revised number of episodes and no extra payment will be made to Producer/Production House on account of pre-mature termination of the programme.

2.11 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the Management Committee of Prasar Bharati, may offer relaxation to any of the provisions. The reasons for the same shall be recorded in writing.

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CHAPTER 3

Revenue Share Mode (RSM) (Except Feature Films)

3.1 Definition

The Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) can take leverage of linear channels & digital platforms of Prasar Bharati including OTT and its reach. The Content placed under RSM on channel/platform to be monetized and to be shared in agreed proportion.

3.2 Criteria for sourcing of content

- A. Rights of the content to be licensed to Prasar Bharati must be subsisting with Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)/Distributor (s) during the entire term for which such rights are to be licensed and should be free from any dispute and encumbrances.
- B. The content sourced through this policy shall be in accordance with the notified extant Programme Code of Prasar Bharati.
- C. Programmes imported by private individuals or organizations in accordance with such policy as may be laid by the Government for such imports, may be offered to Prasar Bharati for telecast/broadcast/streaming under the sponsorship scheme provided the import has been made strictly in accordance with the procedures prescribed by the Government of India and does not contravene FEMA regulations and provisions of relevant rules of GFR 2022 & Make in India purchase preference.

3.3 Programme Requirements

Content Sourcing Division at Doordarshan Directorate (HQ) or Zonal Level, in consultation with or on request of Head(s) of Programme/Programme in-charge of Channels/Kendras/ platforms will invite proposal/s to source

Programme/s under Revenue Sharing Mode keeping in view the requirements of channel(s)/digital platform(s) including OTT.

3.4 Procedure for Sourcing of content under RSM (Except Feature Films)

Sourcing of content through RSM will be done under:

- a. Open Proposal
- b. *Suo moto* proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)
- c. Direct Sourcing
- d. One off

3.4.a. Open Proposal

3.4.a.1 Notice for Inviting Programme Proposal (NIPP):

3.4.a.1.i Programme proposals will be invited from Production house(s)/Producer(s)/Rights' owner(s)/Aggregator(s) through notification on Prasar Bharati/Doordarshan website and/or on any other communication platform, as deemed fit. The timeframe to be mentioned in NIPP for submission of the proposals shall not be less than one week.

3.4.a.1.ii Any Production house(s)/ Producer(s)/ Rights' owner(s)/ Aggregator(s) who fulfils the criteria mentioned in the Notice may submit the proposal providing required information without any processing.

3.4.a.1.iii Required Information:

- A. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- B. Name of Producer(s)
- C. Link agreement for the content wherever the Rights' owner(s)/ Aggregator(s) is not the producer of the content. Else, an affidavit will be required from the Rights' owner(s)/ Aggregator(s) that he/she/they is/are the producer of the offered content.
- D. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), elaborated storyline, details of cast and crew, number of episodes along with duration etc.
- E. History of previous telecast/broadcast/streaming in last 3 years, if any
- F. Viewership data, if any
- G. Language (s)
- H. Awards or Recognition (if any)
- I. PAN No

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- J. GST Registration Certificate
- K. 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.
- L. Income Tax Returns for last 3 years
- M. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)

3.4.a.2 Scrutiny

3.4.a.2.1 Once the proposal is received, the scrutiny shall be done by Content Sourcing Division to verify whether documents are in order.

Whenever, the sourcing is done at Zonal Level, concerned Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division) in such scrutiny.

3.4.a.2.2 The proposal submitted shall be examined by the concerned Content Sourcing Division on the basis of the following :

- A. Providing required information & scanned copies of documents as mentioned in Clause 3.4.a.1.iii of Chapter 3.
- B. Fulfillment of eligibility criteria, as per NIPP.

3.4.a.2.3 If any proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases, the Producer/Production house shall be informed of such deficiencies and be asked to rectify

3.4.a.2.4 Upon Scrutiny,

- a. The concerned Content Sourcing Division shall contact Production Houses/Producers/Rights' owners/ Aggregators to provide 13 episodes of the content or full content whichever is less.
- b. In case for OTT/Digital platform, all episodes/ all episodes of 01 (one) season shall be submitted.

3.4.a.3.1 For OTT platforms,

- a. If the offer has been made for an already produced Programme (s), preview the entire content shall be undertaken.
- b. If the offer is for fresh programme (under production), all episodes of a Season or full content shall be given for the preview or evaluation in the first instance.

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3.4.a.3.2 The shortlisted Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), Distributor (s) shall be asked to submit the following documents for evaluation:

- A. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- B. Indemnification
- C. Balance Sheets/audited accounts for last three years

3.4.a.4. Evaluation Committee:

3.4.a.4.1 The shortlisted proposals will be evaluated by Evaluation Committee. The Producer/Production House shall be asked to give a presentation before the Evaluation Committee.

3.4.a.4.2 The Evaluation Committee at Doordarshan Directorate/ Zonal level will be comprised of:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel or their Representative
- C. Head of Sales and Marketing/ Representative of Sales Division at Zonal level, as the case may be.

3.4.a.4.3 Convener of the Evaluation committee will be a Programme Officer of concerned Content Sourcing Division.

3.4.a.4.4 The proposals received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
1.	Production House / Producer' past work / Presentation / Show Reel / one episode of offered programme	15
2.	Concept/Theme/Story line/Synopsis of Programme (episode-wise)	20
3.	Concept Visualization & Treatment	25
4.	Cast & Crew	20
5.	Commercial Potential	20

Table: 6

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3.4.a.4.5 The proposal(s) receiving a score of 75 and above shall be considered for recommendation by Evaluation Committee.

3.4.a.4.6 In case any Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s), Distributor (s) have submitted multiple programmes together under RSM, all the programmes could be evaluated together by the Evaluation Committee so that content acquisition process could be expedited. In this regard Content Sourcing Division may put all such programmes together before the Evaluation Committee for evaluation. Further, if any document as required as per the Policy Guidelines is not availed by the Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s), Distributor (s) at the time of scrutiny, the process of Content Evaluation should be carried further to expedite the content acquisition; However, all such deficit documents should be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), Distributor (s) before signing the agreement for the scrutiny again, if the content has already been passed by Evaluation Committee.

3.4.a.4.7 Recommendation of the Evaluation Committee shall be placed for final approval through ADG (P) (HQ)/Senior Official in-charge of Programme Wing at Doordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD. Number of proposals finally selected shall depend upon the requirement of the channel/platform as mentioned in NIPP.

3.4.a.5 Timelines:

Normally, the timelines for completion of various stages of sourcing after the receipt of proposal will be as follows:-

(i)	Scrutiny	1-2 weeks
(ii)	Evaluation	1 week
(iii)	Approval of Competent Authority	1 week
(iv)	Signing of Agreement and Submission of PBG if applicable	1 week

Table:7

3.4.a.6 Delivery of Content:

3.4.a.6.1 After the agreement between Prasar Bharati and the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), the latter shall

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submit all the episodes/content of the programme, complete in all respects to concerned Content Sourcing Division within a mutually agreed timeframe.

3.4.a.6.2 The following timeframe should be adhered to for the delivery of the content involving episodes:

- A. The Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), Distributor (s) in case of a weekly or bi-weekly programme, shall provide a bank of 10 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/stream of the first episode.
- B. In case more episodes per week are to be telecast / broadcast / streamed the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for the programmes shall submit a bank of 22 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/streaming of the first episode.
- C. At any point of time it must be ensured that the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for weekly or bi-weekly programme, should have had submitted a bank of minimum 10 episodes at least one month before, and a bank of minimum 22 episodes, at least one month before, in case of programmes with more episodes per week.
- D. Prasar Bharati will preview the content and provide its feedback within the specified timeframe, after the receipt of content. The final telecast master after the corrections, if any, will be submitted by Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), at least 03 days before the telecast/broadcast/streaming of the first episode of the week. The final master for OTT after the corrections, if any, will be submitted by the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), as laid out in the agreement.
- E. The exact timelines for delivery of content shall be mentioned in the agreement. However, the requirement related to date of telecast/broadcast/streaming and submission of episodes/content can be modified by mutual agreement between Prasar Bharati and Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), on suitable grounds.

3.4.a.6.3 Delivery of Content to Prasar Bharati shall be the responsibility of Production House(s) / Producer (s) / Rights Owner(s) / Aggregator(s), Distributor (s) as per the specifications provided by Prasar Bharati and no expense in this regard shall be reimbursed by Prasar Bharati.

3.4.a.6.4 The concerned Content Sourcing Division shall be the nodal point for receiving the content from Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s),Distributor (s) and shall forward it to concerned Head of Programme /Programme in-charge.

3.4.a.6.5 For the preview of the content acquired on RSM, an appropriate preview structure may be devised by the content sourcing division as per the requirement (the volume of content to be previewed) with the approval of the CEO,PB. The Head of Programme/Programme In-charge of concerned channel/platform for which the content is sourced shall constitute a preview teams comprising of in-house official(s), Outside expert(s), intern(s) etc. The teams shall preview the content within the timeline provided in the agreement, if any and submit the preview report to the Head of Programme /Programme in-charge of the concerned channel/platform.

3.4.a.6.6. In case of bulk-offering by content providers/partner a Committee as approved by DG,DD will do the preliminary short listing for further processing and secondary preview for detailed metadata creation as per the extant policy guidelines.

3.4.a.6.7 The Head of Programmes/Programme in-charge of concerned channel/platform shall apprise the concerned Content Sourcing Division, responsible for coordinating with Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for changes to be made In the content, if any. After carrying out the desired changes, the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s),Distributor (s) shall resubmit the revised content which will again be previewed by the preview team for ascertaining that all the changes as communicated to the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), have been carried out.

3.4.a.6.8 The preview team of the concerned channel will provide 'Fit for Telecast/Streaming' certificate (Proforma at Annexure -II) to the concerned Head of Programmes/Programme in-charge of concerned channel/platform who shall communicate the same to the concerned Content Sourcing Division along with the copies of the preview reports and record of receipt of content.

3.4.a.6.9 The payment process shall be initiated by concerned Content Sourcing Division on receipt of 'Fit for Telecast/streaming' certificate.



3.4.b. *Suo moto* proposal from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)

3.4.b.1 Content Sourcing Division(s) of Prasar Bharati, from time to time, may consider *suo moto* proposal(s) received from Producer(s)/Production House(s) and may approach the Producer(s)/Production House(s), if found worthy for consideration.

3.4.b.2 The concerned Content Sourcing Division may ask the Producer/Production house to submit a proposal along with required information as specified under clause 3.4.a.1.iii of Chapter 3. Prasar Bharati may ask for any additional information or document, if required.

3.4.b.3 Further process of Sourcing will remain the same as specified under clauses 3.4.a.2 to 3.4.a.6 of Chapter 3.

3.4.c Direct Sourcing

3.4.c.1. In cases, wherever the Management is of the opinion that a particular programme of certain genre is suitable for Prasar Bharati platforms, the concerned Content Sourcing Division may contact the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) for inviting programme proposal.

[**Note:** Management Implies CEO, PB/DG, DD / ADG(P)(HQ) / Senior Official in-charge of Programme Wing at Doordarshan Directorate(HQ) / Head of Content Sourcing Division (Doordarshan Directorate (HQ))/Zonal Head (Content Ops.)]

3.4.c.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

3.4.c.3 Required information:

- a. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- b. Name of Producer(s)
- c. Link agreement for the content wherever the Rights' Owner/ Aggregator is not the producer of the content. Otherwise an affidavit will be required from the Rights'

- owner/ Aggregator that he is the producer of the offered content.
- d. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
 - e. Provide 13 episodes/Full Content whichever is less
 - f. In case for OTT/Digital platform, all episodes/ all episodes of 01 (one) season shall be submitted.
 - g. History of previous telecast/broadcast/streaming in last 3 years, if any
 - h. Viewership data, if any
 - i. Language (s)
 - j. Awards or Recognition (if any)
 - k. PAN No
 - l. GST Registration Certificate
 - m. 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.
 - n. Income Tax Returns for last 3 years
 - o. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
 - p. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)
 - q. Indemnification
 - r. Balance Sheets/audited accounts for last three years

3.4.c.4 Scrutiny :

3.4.c.4.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

3.4.c.4.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- a. Providing required information & scanned copies of documents as mentioned in Clause 3.4.c.3 of Chapter 3.

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b. Fulfilment of eligibility criteria

3.4.c.4.3 If the proposal meets the eligibility criteria then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases producer/production house shall be informed of such deficiencies and asked to rectify.

3.4.c.4.4 The received proposal shall be forwarded to Evaluation Committee after Scrutiny.

3.4.c.4.5 Further, in this case, the process of 'Evaluation Committee', 'Timelines', 'Delivery of Content' will be the same as per Sub-section 3.4.a.4 to Sub-section 3.4.a.6 of Chapter 3.

3.4.d ONE OFF

3.4.d.1 In cases, where Production Houses/Producers/Rights' owners offers the content which is less than 4 hours (All episodes) ; the content could be sourced with the approval of CEO,PB on the recommendation of DG,DD. The concerned Content Sourcing Division after the previewing of the content may submit the proposal for approval, if found suitable for telecast/streaming. In all such proposal standard indemnification proforma and declaration to authorize Prasar Bharati to telecast/stream the content to be provided by Production Houses/Producers/Rights' owners.

3.4.d.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required. No processing fee will be charged.

3.4.d.3 Required information:

- a. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- b. Name of Producer(s)
- c. Link agreement for the content wherever the Rights' Owner/ Aggregator is not the producer of the content. Otherwise an affidavit will be required from the Rights' owner/ Aggregator that he is the producer of the offered content.
- d. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
- e. Provide Full Content

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- f. Language (s)
- g. Awards or Recognition (if any)
- h. PAN No (If applicable)
- i. GST Registration Certificate (If applicable)
- j. 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. (If applicable)
- k. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- l. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)
- m. Indemnification

3.4.d.4 Scrutiny :

3.4.d.4.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

3.4.d.4.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- c. Providing required information & scanned copies of documents as mentioned in Clause 3.4.d.3 of Chapter 3.
- d. Fulfilment of eligibility criteria

3.4.d.4.3 If the proposal meets the eligibility criteria then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases producer/production house shall be informed of such deficiencies and asked to rectify.

3.4.d.4.4 If the proposal meets the eligibility criteria it shall be placed for final approval through ADG (P) (HQ)/Senior Official in-charge of Programme Wing at Doordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

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3.5. Rights

3.5.1 Prasar Bharati will have telecast/broadcast/streaming rights as per the agreement.

3.5.2 In addition to this:

- a. Any episode of the programme can be mounted by Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) on any platform or Satellite channel of any other network only after 90 days of its broadcast on Doordarshan network and after informing the concerned Content Sourcing Division in writing.
- b. Relaxation to clause a. of 3.5.2, mentioned above may be granted with the approval of CEO, PB.

3.5.3 Prasar Bharati may use the content as deemed fit, for promotions and publicity during the period for which rights are taken.

3.6 Liquidated Damages

Cause	Liquidated Damages
Delay in delivery of telecast master for preview	Rs 1000/- per day Irrespective of number of episodes delayed.

Table:8

3.7 If the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) provides/submits the full content in advance to Prasar Bharati there will be no need of Performance Security. Performance Security to be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) before signing the Agreement only where the complete episodes /content are not being provided by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) in advance against the volume of content not been submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s). If the content is being sourced for both i.e. Linear Network and OTT the Performance Security amount may be calculated wherever FCT rate is higher.

3.7.i. As per the Prasar Bharati Procurement Policy 2022 as amended from time to time, the Performance Security is to be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) on the date of signing the agreement if applicable.

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3.7.ii. The total contract value for the content sourced under Revenue Share shall be the monetary value of the Free Commercial Time (FCT) available to Prasar Bharati in the Revenue Share programme in the first telecast/broadcast/streaming of the episode plus applicable GST on the date of signing the agreement.

3.8 Share of Revenue

- i. For Linear Network of Prasar Bharati the acquisition under the revenue share model will be as under:
 - a. The revenue share for all programmes under RSM shall be 70:30 (Share of Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) will be 70% & share of Prasar Bharati will be 30%), If marketing is done by Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)
 - b. The revenue share for all programmes under RSM shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) will be 65% & share of Prasar Bharati will be 35%) if marketing is done by Prasar Bharati.
- ii. For OTT and other Digital platforms, The acquisition under the revenue share model will be as under:
 - a. Sharing of revenue for the programme to be placed under AVOD:
 - i. The revenue share for all programmes under RSM from the advertisement placed on the programme shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) will be 65% & share of Prasar Bharati will be 35%) of net revenue (after deducting the operational costs), as the marketing will be done by Prasar Bharati. Net revenue for this purpose is defined as revenue earned from the advertisements on the Programmes on PB OTT after adjusting all costs borne by Prasar Bharati for the App, such as transcoding cost, CDN cost, etc. as applicable.

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- b. Sharing of revenue for the programme to be placed under SVOD:
 - i. The revenue will be shared on the basis of hourly viewing. The per hour rate will be decided by the Management Committee.
- c. Sharing of revenue for the programme to be placed under TVOD:
 - ii. The revenue share for all programmes under RSM from the revenue collected from rent/transaction-based viewing for each programme placed under TVOD shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) will be 65% & share of Prasar Bharati will be 35%) of net revenue (after deducting the operational costs), as the marketing will be done by Prasar Bharati. Net revenue for this purpose is defined as revenue earned from the advertisements on the Programmes on PB OTT after adjusting all costs borne by Prasar Bharati for the App, such as transcoding cost, CDN cost, etc. as applicable.

After the scrutiny and evaluation of the proposal the Content Sourcing Division shall send the proposal(s) to ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for consideration of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

3.9. Terms and Conditions for sourcing of content other than Feature Films on Revenue Share Model

- a. The content sourced shall be telecast/broadcast/streamed twice:
 - (i) One original run in prime-time band, plus (ii) One repeat run in non-prime time band.

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The repeat run of the programme shall be within 7 days of the first telecast/broadcast/streaming & shall be at the discretion of Prasar Bharati.

- b. Total FCT available under Revenue Share will be 300 seconds per half an hour slot during the telecast of the films.
- c. Prasar Bharati will be at liberty to mount public awareness messages from the Government in the remaining available FCT (60 seconds per half an hour). Revenue earned through telecast of these messages will not be shareable.
- d. Only Corporate revenue shall be booked in the FCT available under revenue share. The criteria for defining the corporate client shall be as per notification by Prasar Bharati applicable on date of signing of agreement.
- e. Only Corporate Revenue earned during the telecast/broadcast/streaming shall be shareable in case of Satellite Network channels wherever there is general parking of budget by the Government Clients. The Government advertisement revenue could only be shared with the content providers wherever there is targeted parking of budget by the Government Client. In case of OTT, since there will be targeted parking of budget by the Government as well as corporate clients, the advertisement revenue could be shared with the content providers.
- f. Sharable revenue, in case of Satellite Network channels, will be gross revenue minus GST minus Agency Commission. Agency Commission shall not exceed the limit 15%.
- g. In case of OTT, net revenue will be shared as per the agreed arrangements.
- h. Sales responsibility (selling of FCT under revenue share and onscreen inventory) will preferably be with the Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s). However, in case, the Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s), Distributor (s) is not willing to take sales responsibility, PB Sales Division will take the sales responsibility.
- i. The Content Sourcing Division, in consultation with concerned Head of Programme/Programme-in-charge, may decide about re-run of the programme that has already been telecast/broadcast/streamed and revenue generated will be shared as per Policy. The Content Sourcing Division shall obtain consent from Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s), Distributor (s). However in case, the Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s)
- j. The party taking sales responsibility will provide duly audited account along with Release Orders to other party within 30 days after the telecast of last episode.

- k. FCT shall not be sold below the minimum rate limits notified by Prasar Bharati from time to time.
- l. The offered programme/content may be simultaneously streamed and/or may also create Video on Demand (VOD) on Prasar Bharati's digital platform associated with the channel including OTT during its broadcast on DD Network as per mutually agreed terms.
- m. Any content may be removed from the OTT platform if it doesn't generate net positive revenue continuously for 180 days.
- n. If Prasar Bharati receives notice from any Person or otherwise has reason to believe that content violates any relevant provisions/rules/guidelines or if Prasar Bharati receives any order of any Government Authority in relation to any content, the any such content will be reviewed by the designated committee of Prasar Bharati and decision will be taken accordingly.

3.10 Termination of Agreement

3.10.i Prasar Bharati shall be at liberty to terminate the Agreement at any time by giving one month notice to the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s),Distributor (s).

3.10.ii In case telecast/broadcast/streaming has already begun, payments will be made only for the number of episodes telecast/ broadcast/ streamed(Total streaming on OTT in case of VoD) and no extra payment will be made to Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) on account of pre-mature termination of the programme.

3.11 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of Management Committee, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 4

License Fee/Royalty (except Feature Films and Songs)

4.1 Definition

Prasar Bharati sources ready-made audio-visual content (off the shelf content) from Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) for a certain period of time or for perpetuity for its various linear channels & digital platforms including OTT, by payment of license fee/royalty.

4.2 Method

Prasar Bharati may source ready-made audio-visual content (off the shelf content) either on 'fixed' or 'assessed' license fee /royalty.

- a. In the fixed license/royalty fee method the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) would be expected to submit a proposal within the license fee /royalty notified by Prasar Bharati, from time to time.
- b. In the assessed license/royalty fee method the license fee /royalty proposed by Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) would be examined by the Costing Committee after evaluation.

4.3 Criteria for sourcing of content

- a. Rights to be licensed to Prasar Bharati must be subsisting with Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) during the entire term for which such rights are to be licensed and should be free from any dispute and encumbrances.
- b. The content shall be in accordance with Programme Code of Prasar Bharati.
- c. The programme imported by private individuals or organizations in accordance with such policy as may be laid by the Government for

such imports, may be offered to Prasar Bharati for telecast/broadcast/streaming under the sponsorship scheme provided the import has been made strictly in accordance with the procedures prescribed by the Government of India and does not contravene FEMA regulations.

4.4 Programme Requirements

4.4.a. Keeping in view of the requirements of Channel(s)/Digital Platform(s)/ OTT, the concerned Content Sourcing Division (Doordarshan Directorate (HQ) or Zonal Level), in consultation with or on request of Head(s) of Programme / Programme in charge of Channels/Kendras/Platforms will invite proposal/s to source Programme (s) under the License Fee/Royalty Mode.

4.4.b. Such proposal(s) shall be mooted through ADG (Programme) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ)/ for approval of DG, DD.

4.5 Procedure for sourcing of content

Sourcing of content through License Fee/Royalty will be done under:

- a. Open proposal
- b. *Suo moto* proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)
- c. Direct Sourcing

4.5.a. Open proposal

4.5.a.1. Notice for Inviting Programme Proposal (NIPP):

4.5.a.1.1 Programme proposals shall be invited from Production house(s)/Producer(s)/Rights' Owner(s)/ Aggregator(s) through notification on Prasar Bharati/Doordarshan website and/or on any other communication platform, as deemed fit.

4.5.a.1.2 Any Producer/Production House/Rights' owner/ Aggregator who fulfils the criteria mentioned in the Notice may submit the proposal as prescribed in NIPP and providing required information.

4.5.a.1.2 Required information:

- A. Name of the Production House(s)/Producer(s)/Rights' Owners/ Aggregator(s).
- B. Name of Producer(s).
- C. Link agreement for the content wherever the rights' owner(s)/ Aggregator(s) is not the producer of the content. Else, an affidavit

- will be required from the rights owner(s) /Aggregator(s) that he is the producer of the offered content.
- D. Synopsis of the content (episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
 - E. Year of Production
 - F. History of previous telecast/broadcast/streaming in last 3 years, along with viewership data, if available.
 - G. Language (s)
 - H. Proposed Channel(s) for Telecast
 - I. Awards or Recognition (if any)
 - J. PAN No.
 - K. GST Registration Certificate
 - L. 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.
 - M. Income Tax Returns for last 3 years
 - N. Affidavit for meeting eligibility criterion and providing correct information (**Annexure -I**)

4.5.a.2. Scrutiny

4.5.a.2.1 Once the proposal is received, the scrutiny shall be done by the concerned Content Sourcing Division to verify whether documents are in order.

Whenever, sourcing is done at Zonal Level, concerned Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division) in such scrutiny.

4.5.a.2.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in clause 4.5.a.1.2 of Chapter 4.
- B. Fulfilment of eligibility criteria, if any, as mentioned in NIPP.

4.5.a.2.3 If any proposal meets the eligibility criteria, then such proposals may not be outrightly rejected on minor deficiencies in terms of information provided or in documents submitted. In such cases, producer(s)/production house(s)/rights' owner(s)/ Aggregator(s) shall be informed of such deficiencies and asked to rectify them within 05 (five) days.

4.5.a.2.4 Scrutiny

- A. The concerned Content Sourcing Division shall contact Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) to provide 13 episodes of the content or full content whichever is less.
- B. In case for OTT/Digital platform, all episodes/ all episodes of Season 01 (one) shall be submitted.

4.5.a.3.1 For OTT platforms,

- A. If the offer has been made for already produced Programme, the preview of the entire content should be done (as the full programme may be uploaded in one go).
- B. If the offer is for fresh programme (under production), at least 13 episodes of the content/Season -1 or full content whichever is less may be given for preview or evaluation in the first instance.

4.5.a.3.2 The shortlisted Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to submit the following documents for evaluation:

- A. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- B. Indemnification
- C. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- D. Balance Sheets/audited accounts for last three years

4.5.a.4. Evaluation Committee:

4.5.a.4.1 The shortlisted proposals will be evaluated by Evaluation Committee. The Producer/Production House shall be asked to give a presentation before the Evaluation Committee.

4.5.a.4.2 Evaluation Committee at Doordarshan Directorate/ Zonal level will comprise of:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel or their Representative
- C. Head of Sales and Marketing/ Representative of Sales Division at Zonal level, as the case may be.

4.5.a.4.3 The proposals received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
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1.	Production House / Producer' past work / Presentation / Show Reel / one episode of offered programme	20
2.	Concept/Theme/Story line/Synopsis of Programme (episode-wise)	15
3.	Concept Visualization & Treatment	25
4.	Cast & Crew	20
5.	Commercial Potential	20

Table: 9

4.5.a.4.4 The programme proposals receiving a score of 75 and above shall be considered for recommendation by the Evaluation Committee.

4.5.a.4.5.i The recommendation of the Evaluation Committee pertaining to the proposals under fixed License Fee/ Royalty shall be placed through ADG(P) (HQ) /Senior Official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD. Number of the proposals finally selected shall depend upon the requirement of the channel/platform as mentioned in NIPP.

4.5.a.4.5.ii The recommendation of the Evaluation Committee pertaining to the Assessed License Fee/ Royalty shall be placed through ADG(P) (HQ) / Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) before DG,DD for in-principle approval, for further sending it to Costing Committee.

4.5.a.5. Cost Evaluation of Proposals:

4.5.a.5.1 Upon receiving in-principle approval of DG,DD the Content Sourcing Division will send proposal(s) to the Costing Committee for examining the proposal(s) from financial angle.

The Costing Committee shall also discuss costs for clarification/negotiation with the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) as required.

4.5.a.5.2 The Costing Committee shall comprise of:

- A. Head of concerned Content Sourcing Division

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- B. Head of Sales and Marketing/ Representative of Sales Division at Zonal level, as the case maybe
- C. Head of Programme (HoP)/Programme in-charge of concerned Channel or their representative
- D. Representative from Finance Wing

4.5.a.5.3 Once the final cost is agreed upon, the proposal(s) will be sent by Content Sourcing Division to the Finance Division for concurrence. Thereafter, the proposal(s) will be submitted through ADG (P)(HQ)/ Senior Official holding charge of Programme Wing at Doordarshan Directorate (HQ) for for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

4.5.a.6. Timelines

Normally, the timelines for completion of various stages of sourcing after the receipt of proposal(s) will be as follows:-

(i).	Scrutiny	1-2 weeks
(ii).	Evaluation	1 week
(iii).	IFD concurrence (for the Assessed Method) & approval of Competent Authority	1week
(iv).	Signing of Agreement	1 week

Table:10

4.5.a.7. Delivery of Content:

4.5.a.7.1 After the agreement between Prasar Bharati and the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), the latter shall submit all the episodes/content of the programme, complete in all respects to concerned Content Sourcing Division within a mutually agreed timeframe.

4.5.a.7.2 The following timeframe should be adhered to for the delivery of the content involving episodes:

- A. The Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), in case of a weekly or bi-weekly programme, shall provide a bank of 10 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/stream of the first episode.

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In case more episodes per week are to be telecast/broadcast/streamed the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for the programmes shall submit a bank of 22 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/streaming of the first episode.

At any point of time it must be ensured that the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for weekly or bi-weekly programme, should have had submitted a bank of minimum 10 episodes at least one month before, and a bank of minimum 22 episodes, at least one month before, in case of programmes with more episodes per week.

- B. Prasar Bharati will preview the content and provide its feedback within the specified timeframe, after the receipt of content. The final telecast master after the corrections, if any, will be submitted by Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), at least 03 days before the telecast/broadcast/streaming of the first episode of the week. The final master for OTT after the corrections, if any, will be submitted by the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), as laid out in the agreement.
- C. The exact timelines for delivery of content shall be mentioned in the agreement. However, the requirement related to date of telecast/broadcast/streaming and submission of episodes/content can be modified by mutual agreement between Prasar Bharati and Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), on suitable grounds.

4.5.a.7.3 Delivery of Content to Prasar Bharati shall be the responsibility of Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), as per the specifications provided by Prasar Bharati and no expense in this regard shall be reimbursed by Prasar Bharati.

4.5.a.7.4 The concerned Content Sourcing Division shall be the nodal point for receiving the content from Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), and shall forward it to concerned Head of Programme /Programme in-charge.

4.5.a.7.5 The Head of Programme/Programme in-charge of concerned channel/platform for which the content is sourced shall constitute a Preview team comprising of in-house officials. The team shall preview the content within the timeline provided in the agreement and submit the preview report

to the Head of Programme /Programme in-charge of the concerned channel/platform. The preview team shall comprise of Programme and Engineering Officers.

4.5.a.7.6 The Head of Programmes/Programme In-charge of concerned channel/platform shall apprise the concerned Content Sourcing Division, responsible for coordinating with Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for changes to be made in the content, if any. After carrying out the desired changes, the Production House(s) /Producer(s) / Rights Owner(s) /Aggregator(s), shall resubmit the revised content which will again be previewed by the preview team for ascertaining that all the changes as communicated to the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), have been carried out.

4.5.a.7.7 The preview team of the concerned channel will provide 'Fit for Telecast/Streaming' certificate (Proforma at **Annexure -II**) to the concerned Head of Programmes/Programme in-charge of concerned channel/platform who shall communicate the same to the concerned Content Sourcing Division along with the copies of the preview reports and record of receipt of content.

4.5.a.7.8 The payment process shall be initiated by concerned Content Sourcing Division on receipt of 'Fit for Telecast/Streaming'.

4.5.b *Suo moto* proposal from Production House(s) /Producer(s)/Rights'owner(s)/Aggregator(s)/Distributor(s)

4.5.b.1 Content Sourcing Divisions of Prasar Bharati, from time to time, may consider *Suo moto* proposals received from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)and approach the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), Distributor (s) If found worthy.

4.5.b.2 Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)may be asked to submit their proposal along with required information as specified under clause 4.5.a.1.3 of Chapter 4. Prasar Bharati may ask for any additional information or document, if required.

4.5.b.3 Further process of sourcing will remain the same as specified under sub-section 4.5.a.2 to 4.5.a.7 of Chapter 4.

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4.5.c. Direct sourcing

4.5.c.1.1 In cases, wherever the Management is of the opinion that a particular programme of certain genre is suitable for Prasar Bharati platforms, the concerned Content Sourcing Division may contact the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) for inviting programme proposal. No processing fee will be charged.

[Note: Management implies CEO,PB/DG, DD / ADG(P)(HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) / Head of Content Sourcing Division(Doordarshan Directorate (HQ))/Zonal Head (Content Ops.)]

4.5.c.1.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

4.5.c.1.3 Required information:

- A. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- B. Name of Producer(s)
- C. Link agreement for the content wherever the Rights' owners / Aggregators is not the producer of the content. Otherwise an affidavit will be required from the Rights' owners / Aggregators that he/she/they is/are the producer of the offered content.
- D. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
- E. Provide 13 episodes/Full Content whichever is less
- F. In case for OTT/Digital platform, all episodes/ all episodes of 01 (one) season shall be submitted.
- G. History of previous telecast/broadcast/streaming in last 3 years, if any
- H. Viewership data, if any
- I. Language (s)
- J. Awards or Recognition (if any)
- K. PAN No
- L. GST Registration Certificate
- M. 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.

- N. Income Tax Returns for last 3 years
- O. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- P. Affidavit for meeting eligibility criterion and providing correct information (**Annexure -I**)
- Q. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- R. Indemnification
- S. Balance Sheets/audited accounts for last three years

4.5.c.2 Scrutiny :

4.5.c.2.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

4.5.c.2.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in Clause 4.5.c.1.3 of Chapter 4.
- B. Fulfilment of eligibility criteria

4.5.c.2.3 If the proposal meets the eligibility criteria then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases Production Houses/ Producers/Rights' owners/ Aggregators shall be informed of such deficiencies and asked to rectify them within 05 (five) days.

4.5.c.2.4 The received proposal shall be forwarded to Evaluation Committee after Scrutiny.

4.5.c.2.5 Further, in this case, the process of 'Evaluation Committee', 'Cost Evaluation of Proposal', 'Timelines', 'Delivery of Content' will be the same as per Sub-section 4.5.a.4 to Sub-section 4.5.a.7 of Chapter 4.

4.6 Rights

4.6.1 Prasar Bharati will have telecast/broadcast/streaming rights as per the agreement.

4.6.2 In addition to this:

- A. Any episode of the programme can be mounted by Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) on any platform or Satellite channel of any other network only after 90 days of its broadcast on Doordarshan network after informing to the concerned Content Sourcing Division in writing.

B. Relaxation to clause (a) of 4.6.2 mentioned above, may be granted with the approval of CEO, PB.

4.6.3 If the content has been taken on license fee/royalty, Prasar Bharati may use the content provided for promotions and publicity during the period for which rights are taken, as deemed fit.

4.7 Liquidated Damages

Cause	Liquidated Damages
Delay in delivery of telecast master for preview	0.5% of the total costs of the episodes which are delayed for delivery will be charged for every week from the given date of delivery in the Agreement, subject to maximum upto 10% total costs of the episodes which are delayed for delivery

Table:11

4.8 If the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) provides/submits the full content in advance to Prasar Bharati there will be no need of Performance Security. Performance Security to be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) before signing the Agreement only where the complete episodes /content are not being provided by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) in advance against the volume of content not been submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s). If the content is being sourced for both i.e. Linear Network and OTT the Performance Security amount may be calculated wherever FCT rate is higher.

As per the Prasar Bharati Procurement Policy 2022 as amended from time to time, the performance Security to be submitted by the Production House/Producer/Rights Owner on the date of signing the agreement.

4.9 Termination of Agreement

Prasar Bharati shall be at liberty to terminate the Agreement at any time by giving one month notice to the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s).

In case telecast/broadcast/streaming has already begun, payments will be made only for the number of episodes telecast / broadcast / streamed(duration of streaming on OTT) and no extra payment will be made to Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) on account of pre-mature termination of the programme.

4.10 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of Management Committee of Prasar Bharati, may offer relaxation to any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 5

Sponsored

5.1 Definition

Prasar Bharati has been sourcing a good share of programmes made independently by the outside producers under sponsored mode. The Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) of such programmes, which are selected and scheduled for telecast, pay a specified fee and in lieu thereof are entitled to a specified Free Commercial Time (FCT). This free commercial time can be used for revenue generation for promotion of either goods or services or brand image of any organization in accordance with Prasar Bharati Advertising Code and guidelines. Feature Films and Live events can also be telecast/broadcast/streamed under sponsored mode.

5.2 Programme Requirements

Keeping In view of the requirements of Channel(s)/Digital Platform(s), the concerned Content Sourcing Division (Doordarshan Directorate (HQ) or Zonal Level), in consultation with or on request of Head(s) of Programme / Programme In charge of Channels/Kendras/Platforms will invite proposal/s to source Programme (s) under the Sponsored Mode.

5.3 Procedure for Sourcing of content

Sourcing of content through Sponsored Mode will be done under:

- a. Open proposal
- b. *Suo moto* proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)
- c. Direct Sourcing
- d. One off

5.3.a. Open Proposal

5.3.a.1. Notice for Inviting Programme Proposal (NIPP):

5.3.a.1.1 Programme proposals will be invited from Production house(s)/Producer(s)/Rights' Owner(s)/ Aggregator(s) through notification on Prasar Bharati/Doordarshan website and/or on any other communication platform as deemed fit. The timeframe to be mentioned in NIPP for submission of the proposals shall not be less than one week.

5.3.a.1.2 Any Producer/Production House/Rights' owner/ Aggregator who fulfils the criteria mentioned in the Notice may submit the proposal as prescribed in NIPP by paying and providing required information.

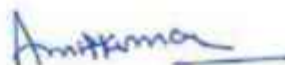
5.3.a.1.3 Required information:

- A. Name of the Production House(s)/Producer(s)/Rights' Owner(s)/ Aggregator(s).
- B. Name of Producer(s).
- C. Link agreement for the content wherever the Rights' Owner(s)/ Aggregator(s) is not the producer of the content. Else an affidavit will be required from the Rights' Owner(s)/ Aggregator(s) that he/she/they is/are the producer of the offered content.
- D. Synopsis of the content (episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
- E. Year of Production
- F. History of previous telecast/broadcast/streaming in last 3 years, along with viewership data, if available.
- G. Language (s)
- H. Proposed Channel(s) for Telecast
- I. Awards or Recognition (if any)
- J. PAN No.
- K. GST Registration Certificate
- L. 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.
- M. Income Tax Returns for last 3 years
- N. Affidavit for meeting eligibility criterion and providing correct information (**Annexure -I**)

5.3.a.2. Scrutiny

5.3.a.2.1 Once the proposal is received, the scrutiny shall be done by the concerned Content Sourcing Division to verify whether documents are in order.

Whenever, sourcing is done at Zonal Level, the concerned Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division) in such scrutiny.



5.3.a.2.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in clause 5.3.a.1.3 of Chapter 5.
- B. Fulfilment of eligibility criteria, if any, as mentioned in NIPP.

5.3.a.2.3 If any proposal meets the eligibility criteria has been paid, then such proposals may not be outrightly rejected on minor deficiencies in terms of information provided or in documents submitted. In such cases, Producer(s)/Production House(s)/Rights' Owner(s)/ Aggregator(s) shall be informed of such deficiencies and asked to rectify.

5.3.a.2.4 Scrutiny,

- A. The concerned Content Sourcing Division shall contact Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) to provide 13 episodes of the content or full content whichever is less.
- B. In case for OTT/Digital platform, all episodes/ all episodes of 01 (one) season shall be submitted.

5.3.a.3.1 For OTT platforms,

- A. If the offer has been made for already produced Programme ,it is advisable to preview the entire content (as the full programme may be uploaded in one go).
- B. If the offer is for fresh programme (under production), at least 13 episodes of the content or full content whichever is less may be given for preview or evaluation in the first instance.

5.3.a.3.2 The shortlisted Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to submit the following documents for evaluation:

- A. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- B. Indemnification
- C. Balance Sheets/audited accounts for last three years

5.3.a.4. Evaluation Committee:

5.3.a.4.1 The shortlisted proposals will be evaluated by Evaluation Committee. The Producer/Production House/ Rights' owner(s)/ Aggregator(s) shall be asked to give a presentation before the Evaluation Committee.

5.3.a.4.2 Evaluation Committee at Doordarshan Directorate/ Zonal level will be comprised of:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme In-charge of concerned Channel or their representative
- C. Head of Sales and Marketing / Representative of Sales Division at Zonal level, as the case may be.

5.3.a.4.3 The proposals received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
1.	Production House / Producer' past work / Presentation / Show Reel / one episode of offered programme	25
2.	Concept/Theme/Story line/Synopsis of Programme (episode-wise)	25
3.	Concept Visualization & Treatment	25
4.	Cast & Crew	25

Table:12

5.3.a.4.4 The programme proposals receiving a score of 75 and above shall be considered for recommendation by the Evaluation Committee.

5.3.a.4.5 The recommendation of the Evaluation Committee shall be placed through ADG(P) (HQ) /Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD. Number of the proposals finally selected shall depend upon the requirement of the channel/platform as mentioned in NIPP.

5.3.a.5. Timelines:

Normally, the timelines for completion of various stages of sourcing after the receipt of proposal(s) will be as follows:-

(i)	Scrutiny	1 weeks
(ii)	Evaluation	1 weeks

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(iii)	Approval of Competent Authority	1 weeks
(iv)	Signing of Agreement and Submission of PBG	1 weeks

Table:13

5.3.a.6. Delivery of Content:

5.3.a.6.1 After the agreement between Prasar Bharati and the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), the latter shall submit all the episodes/content of the programme, complete in all respects to concerned Content Sourcing Division within a mutually agreed timeframe.

5.3.a.6.2 The following timeframe should be adhered to for the delivery of the content involving episodes:

- a. The Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), In case of a weekly or bi-weekly programme, shall provide a bank of 10 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/stream of the first episode.

In case more episodes per week are to be telecast/broadcast/streamed the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for the programmes shall submit a bank of 22 episodes or full content whichever is less, at least one month before the date of telecast/broadcast/streaming of the first episode.

At any point of time it must be ensured that the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for weekly or bi-weekly programme, should have had submitted a bank of minimum 10 episodes at least one month before, and a bank of minimum 22 episodes, at least one month before, in case of programmes with more episodes per week.

- B. Prasar Bharati will preview the content and provide its feedback within the specified timeframe, after the receipt of content. The final telecast master after the corrections, if any, will be submitted by Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), at least 03 days before the telecast/broadcast/streaming of the first episode of the week. The final master for OTT after the corrections, if any, will be submitted by the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), as laid out in the agreement.

- C. The exact timelines for delivery of content shall be mentioned in the agreement. However, the requirement related to date of telecast/broadcast/streaming and submission of episodes/content can be modified by mutual agreement between Prasar Bharati and Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), on suitable grounds.

5.3.a.6.3 Delivery of Content to Prasar Bharati shall be the responsibility of Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), as per the specifications provided by Prasar Bharati and no expense in this regard shall be reimbursed by Prasar Bharati.

5.3.a.6.4 The concerned Content Sourcing Division shall be the nodal point for receiving the content from Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), and shall forward it to concerned Head of Programme /Programme in-charge.

5.3.a.6.5 For the preview of the content acquired on RSM, an appropriate preview structure may be devised by the content sourcing division as per the requirement (the volume of content to be previewed) with the approval of the CEO,PB. The Head of Programme/Programme in-charge of concerned channel/platform for which the content is sourced shall constitute a preview teams comprising of in-house official(s), Outside expert(s), intern(s) etc. The teams shall preview the content within the timeline provided in the agreement, if any and submit the preview report to the Head of Programme /Programme in-charge of the concerned channel/platform.

5.3.a.6.6 The Head of Programmes/Programme in-charge of concerned channel/platform shall apprise the concerned Content Sourcing Division, responsible for coordinating with Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), for changes to be made in the content, if any. After carrying out the desired changes, the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), shall resubmit the revised content which will again be previewed by the preview team for ascertaining that all the changes as communicated to the Production House(s) /Producer (s) / Rights Owner(s) /Aggregator(s), have been carried out.

5.3.a.6.7 The preview team of the concerned channel will provide 'Fit for Telecast/Streaming' certificate (Proforma at Annexure -II) to the concerned Head of Programmes/Programme in-charge of concerned channel/platform who shall communicate the same to the concerned Content Sourcing Division along with the copies of the preview reports and record of receipt of content.

5.3.b *Suo moto* proposal from Production House(s)/Producer(s) /Rights' owner(s)/Aggregator(s)

5.3.b.1 Content Sourcing Divisions of Prasar Bharati, from time to time, may consider *Suo moto* proposal(s) received from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) and approach the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), if the proposal(s) is/are found worthy.

5.3.b.2 Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to submit their proposal along with required information as specified under clause 5.3.a.1.3 of Chapter 5. Prasar Bharati may also ask for any additional information or document, if required.

5.3.b.3 Further process of sourcing will remain the same as specified under Sub-section 5.3.a.2 to 5.3.a.6 of Chapter 5.

5.3.c. Direct sourcing

5.3.c.1.1 In cases, wherever the Management is of the opinion that a particular programme of certain genre is suitable for Prasar Bharati platforms, the concerned Content Sourcing Division may contact the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) for inviting programme proposal. No processing fee will be charged.

[**Note:** Management implies CEO, PB/DG, DD / ADG(P)(HQ) / Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) / Head of Content Sourcing Division(Doordarshan Directorate (HQ))/Zonal Head (Content Ops.)]

5.3.c.1.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

5.3.c.1.3 Required information:

- A. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- B. Name of Producer(s)
- C. Link agreement for the content wherever the Rights' owners/ Aggregators is not the producer of the content else an affidavit will

- be required from the Rights' owners/ Aggregators that he/she/they is/are the producer of the offered content.
- D. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
 - E. Provide 13 episodes/Full Content whichever is less
 - F. In case for OTT/Digital platform, all episodes/ all episodes of 01 (one) season shall be submitted.
 - G. History of previous telecast/broadcast/streaming in last 3 years, if any
 - H. Viewership data, if any
 - I. Language (s)
 - J. Awards or Recognition (if any)
 - K. PAN No
 - L. GST Registration Certificate
 - M. 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.
 - N. Income Tax Returns for last 3 years
 - O. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
 - P. Affidavit for meeting eligibility criterion and providing correct information (**Annexure -I**)
 - Q. Indemnification
 - R. Balance Sheets/audited accounts for last three years

5.3.c.2 Scrutiny :

5.3.c.2.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

5.3.c.2.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in Clause 5.3.c.1.3 of Chapter 5.
- B. Fulfilment of eligibility criteria.

5.3.c.2.3 If the proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases producer/production house/ Rights' owner(s)/ Aggregator(s) shall be informed of such deficiencies and asked to rectify.



5.3.c.2.4 The received proposal shall be forwarded to Evaluation Committee after Scrutiny.

5.3.c.2.5 Further, in this case, the process of 'Evaluation Committee', 'Timelines', 'Delivery of Content' will be the same as per Sub-section 5.3.c.4 to 5.3.c.6 of Chapter 5.

5.3.d ONE OFF

5.3.d.1 In cases, where Production Houses/Producers/Rights' owners offers the content which is less than 4 hours (All episodes) ; the content could be sourced with the approval of CEO,PB on the recommendation of DG,DD. The concerned Content Sourcing Division after previewing the content as per evaluation matrix at clause no. **5.3.a.4.3** may submit the proposal for approval, if found suitable for telecast/streaming. In all such proposals standard indemnification proforma and declaration to authorize Prasar Bharati to telecast/stream the content to be provided by Production Houses/Producers/Rights' owners.

5.3.d.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

5.3.d.3 Required information:

- a. Name of the Production Houses/Producers/Rights' owners/ Aggregators.
- b. Name of Producer(s)
- c. Link agreement for the content wherever the Rights' Owner/ Aggregator is not the producer of the content. Otherwise an affidavit will be required from the Rights' owner/ Aggregator that he is the producer of the offered content.
- d. Synopsis of the content(episode-wise) along with subject, title, language, theme, category (Fiction/Documentary/Reality shows etc.), detailed storyline, details of cast and crew, number of episodes along with duration etc.
- e. Provide Full Content
- f. Language (s)
- g. Awards or Recognition (if any)
- h. PAN No (If applicable)
- i. GST Registration Certificate (If applicable)

- j. 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. (If applicable)
- k. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- l. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)
- m. Indemnification

5.3.d.4 Scrutiny :


5.3.d.4.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

5.3.d.4.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- a. Providing required information & scanned copies of documents as mentioned in Clause 5.3.d.3 of Chapter 5.
- b. Fulfilment of eligibility criteria

5.3.d.4.3 If the proposal meets the eligibility criteria then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases producer/production house shall be informed of such deficiencies and asked to rectify.

5.3.d.4.4 If the proposal meets the eligibility criteria it shall be placed for final approval through ADG (P) (HQ)/Senior Official in-charge of ProgrammeWing at Doordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.



5.4. Rights

The content will be telecast in the slot for which telecast/broadcast/streamed fee is paid

5.5 Liquidated Damages

Rs 1000/- per day irrespective of number of episodes delayed.

5.6 If the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) provides/submit the full content in advance to Prasar Bharati there will be no need of Performance Security. Performance Security to be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) before signing the Agreement only where the complete episodes /content are not being provided by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) in advance against the volume of content not been submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s). If the content is being sourced for both i.e. Linear Network and OTT the Performance Security amount may be calculated wherever FCT rate is higher.

5.6.a. As per the Prasar Bharati Procurement Policy 2022 as amended from time to time, the performance security to be submitted by the Production House/Producer/Rights Owner on the date of signing the agreement.

5.6.b. Performance security will be calculated on the total value of slots allotted to the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) plus applicable GST on the date of signing the agreement.

5.7. Termination of Agreement

Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) can withdraw the programmes giving 8 weeks' notice to Prasar Bharati. However, the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) has to complete the story of the serial before withdrawal of the programmes. Similarly, Prasar Bharati reserves the right to change the date and time of telecast/broadcast/streaming of an approved Programme or withdraw the approval without assigning any reason by giving 8 week notice to the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s).

5.8 Terms and conditions for telecast of programmes under Sponsored mode.

- A. The slot under "Sponsored" mode will be allotted to the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) only.
- B. A programme may be sponsored either in the name of the company manufacturing a product and / or providing a service or in the name of the products manufactured by the sponsored company.
- C. The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) shall be entitled to utilize, such period of time, to be known as 'Free Commercial Time (FCT)' as specified, by Prasar Bharati in its Commercial Rate Card on the date of signing the agreement. The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) can utilize the FCT before or after or in between the programme. Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) shall, in addition, be entitled to a credit line of 10 seconds each at the beginning and at the end of the programme. The credit line shall include only the name of the sponsor /product, as the case may be written and /or spoken. The sponsor shall, however, be allowed to use in the credit line his/her logo, lettering style, music/sound effects, etc. as described in Prasar Bharati /Doordarshan Commercial Rate Card.
- D. For OTT, terms and conditions will be decided by Prasar Bharati.
- E. The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) will pay the telecast fee of the slot if he/she is not able to come on air on any particular day for whatsoever the reason not attributable to Prasar Bharati.
- F. The Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) is authorized to hold a competition or contest within the programme or a part/episode of the programme. The competition or contest must be related to the content of the programme. Credit to distributors of prizes in cash or kind will be a part of FCT allowed to the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) owner and will be permitted to a maximum duration of 10 seconds.
- G. Any excessive use beyond the limits will be charged at commercial rates i.e. Spot Buy Rate(SBR) as per Prasar Bharati/ Doordarshan Commercial Rate Card.
- H. Once a time slot is allotted to the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) and it has been agreed by the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), plea for extension of time to commence the telecast/broadcast/streaming of the serial i.e. to come on air can be considered only for a limited period not exceeding two weeks

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and the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), thereafter should compensate Prasar Bharati for revenue loss equivalent to 25 per cent of the telecast fee/streaming fee of the slot for the weeks/ days for which the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), fails to come on air, which will be for a maximum period of 4 weeks. The above amount of compensation will have to be paid in advance before commencement of telecast/broadcast/streaming. Failure to compensate Prasar Bharati, or to come on air even after 4 weeks, would make the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), forfeit his allotment altogether and performance security will be forfeited.

- I. Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) shall make the payments for the allotted slots in a particular month at least 7 days before the beginning of that month. Prasar Bharati shall provide the telecast certificates for the programmes telecast in a particular month after 15 days of end of that month.
- J. Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) in addition to his entitled FCT shall have the option to buy additional FCT subject to availability at such rate as may be prescribed in Commercial Rate Card for advertising products /service(s).
- K. Any request for extension of Number of episodes under "Sponsored" mode will be placed by concerned Content Sourcing Division through ADG(P)(HQ)/ Senior Official holding charge of ProgrammeWing atDoordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.
- L. Programmes telecast on channels except on DD Sports and imported programmes, may also be repeated without any commercial within one week. This natural cycle will be treated as a single telecast. Prasar Bharati will have the rights to insert public awareness messages from the Government and Channel promotion programmes, in the repeat telecast.

5.9. Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of Management Committee of Prasar Bharati, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 6

Sourcing of Feature Films

6.1 Definition

6.1.1 The feature films may be sourced by Prasar Bharati with its own budget or in collaboration with other Government and Non-Government organizations with partially or full funding. The feature films which will be sourced for telecast/broadcast/streaming on linear channels & Digital platforms including OTT of Prasar Bharati should have "U" or "V/U" or "UA" certificates from Central Board of Film Certification (CBFC). "A" certified films are not eligible for consideration for Linear Channels. "A" certified films are eligible for consideration only for OTT Platform with parental control and pay-walls. "UA" certified films will be telecast/broadcast/streamed with cautionary endorsement.

6.1.2 Prasar Bharati will have streaming rights for single viewing/multiple viewing as per agreed territory & timeframe for the Films which will be sourced for OTTs/Digital Platform.

6.2 Feature Film Requirement

6.2.1. Keeping in view of the requirements of channel(s)/digital platform(s) including OTT, the concerned Content Sourcing Division at Doordarshan Directorate (HQ) or Zonal Level, in consultation with or on request of Head(s) of Programme/Programme in-charge of Channel/Kendra/platform will invite proposal/s to source or commission Feature Films. The requirement of the OTT shall be placed in different genres as per the viewing/ratings of a programme and market trends.

6.2.2. In case of OTT, wherein content providers/partner give the bulk-offering, a Committee as approved by DG,DD will do the preliminary short listing for further processing and thereafter proposals will be processed as per the extant policy guidelines.

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6.2.3. Such proposal(s) should be mooted through ADG (Programme) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD.

6.3 Category for sourcing of Feature Films

6.3.1 Sourcing of Feature Films can be done in any of following category:

- a. Commissioning
- b. Procurement
- c. Revenue Share Mode (RSM)
- d. Licence Fee/Royalty
- e. Sponsored
- f. Gratis

6.3.1.a. Commissioning

6.3.1.a.i. Introduction

Prasar Bharati may commission Films, which implies fresh production, from outside Producer(s)/Production House(s) with either full or partial budgetary support from Prasar Bharati, Government/Non-Government Body etc. in accordance with content requirement of its linear channels & digital platforms including OTT, to complement and supplement its in-house production and/or to bring variety and diversity in its programmes.

6.3.1.a.ii. Methods

Prasar Bharati may commission Films either on Fixed Budget or Assessed Budget methods. Fixed/Assessed budget may also be considered in Co-Production of programme /Public Private Partnership.

- A. In the 'fixed budget method', the Producer(s)/Production House(s) would be expected to submit a proposal to produce the Film within the cost specified by Prasar Bharati.
- B. In the 'assessed budget method' the cost would be examined by the Costing Committee after the evaluation of proposal received from the Producer(s)/Production House(s).

6.3.1.a.iii. Programme Requirements

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Keeping in view of the requirements of channel(s)/digital platform(s) including OTT (based on content strategy and requirement of programmes in each genre based on rating/viewing trends), the concerned Content Sourcing Division at Doordarshan Directorate (HQ) or at the Zonal Level, in consultation with or on request of Head(s) of Programme/Programme in-charge of Channels/Kendras/Platforms will invite proposal(s) to source Films under suitable Commissioning procedure.

6.3.1.a.iv. Such proposal(s) should be mooted through ADG (Programme) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD.

6.3.1.a.v. Procedure for Commissioning

Commissioning with either full or partial budgetary support including Co-Production of programme /Public Private Partnership will be done under:

- a. Open proposals on varying themes from Producer(s)/Production House(s)
- b. 1. Proposals on themes identified by PrasarBharati from select Producers or Production houses.

2. Single Nomination basis.

6.3.1.a.vi. Processing of Proposals: The processing of the proposals may be done as per the clauses and sub clauses under chapter -2 of this Policy for various modes of Commissioning Programmes.

6.3.1.b. Procurement

6.3.1.b.i Introduction

Prasar Bharati purchase/ Procure Films for a limited or perpetual time, which are already produced, from outside Producer(s)/Production House(s) with either full or partial budgetary support from Prasar Bharati, Government/Non-Government Body etc. in accordance with content requirement of its linear channels & digital platforms including OTT, to complement and supplement its in-house production and/or to bring variety and diversity in its programmes.

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6.3.1.b.ii Procedure for Procurement of Films

Procurement/Purchase with either full or partial budgetary support including Co-Production of programme /Public Private Partnership will be done on case to case basis.

6.3.1.b.iii Processing of Proposals: The processing of the proposals in the both of the modes above may be done as per the clauses and sub clauses under chapter -2 of this Policy for single nomination mode of Commissioning Programmes with following modifications:

(i)The scoring matrix for the content evaluation will be applicable as per the following criteria:

S.No.	Criteria	Maximum Marks
1.	Production House / Producer' past work / Presentation / Show Reel	30
2.	Concept/Theme/Story line	25
3.	Visualization & Treatment	25
4.	Cast & Crew	20

Table: 14

(ii) In place of the Pilot episode as mentioned in clause 2.6 of chapter 2, in case of film the Producer(s)/Production House(s)/Right Owner (s)/ Aggregator (s) have to submit the full film along with child assets i.e. Thumbnails, Trailers, Teasers, Metadata etc.

(iii) In place of the staggered payment schedule as mentioned in clause 2.6.a, if the film procurement proposal of Producer(s)/Production House(s)/Right Owner (s)/ Aggregator (s) is approved as per the policy guidelines, the payment could be released as per following schedule:

Stages of Payment	Timeline
First Tranche - 100 % of the contract value	Within 15 days after signing of the agreement and submission of full film along with child assets i.e. Thumbnails, Trailers, Teasers, Metadata etc. by

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	Producer(s)/Production House(s)/Right Owner (s)/ Aggregator (s). The signing of agreement is also subject to the issuance of fit for broadcasting/streaming certificate by preview team.
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Note:-Taxes as applicable.

Table: 15

6.3.1.c Sourcing of Feature Film(s) under Revenue Share Mode(RSM)

6.3.1.c.i Sourcing of Feature Film(s) under RSM by any of the following procedure

- i. Open Proposal
- ii. *Suo moto* Proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)
- iii. Direct Sourcing

6.3.1.c.i.1 Open Proposal

6.3.1.c.i.1.1 Notice for Inviting Feature Films Proposal (NIFFP):

Proposal(s) for Feature Films will be invited from Production house(s)/Producer(s)/Rights Owner(s)/Aggregator(s) through notification on Prasar Bharati/Doordarshan website and/or on any other communication platform as deemed fit. Prasar Bharati while inviting proposals will specify the number of films to be sourced, number of telecast, number of channels and platforms, and duration of sourcing.

6.3.1.c.i.1.2 Any Production house(s) / Producer(s)/Rights Owner(s) / Aggregator(s) who fulfils the criteria mentioned in the Notification may apply as prescribed in NIFFP and providing the Required Information.

6.3.1.c.i.1.3 Required information:

- A. Name of the Production house(s)/Producer(s)/Rights Owner(s) / Aggregator(s)

- B. Link agreement for the content wherever the Rights' owners/ Aggregators is not the producer of the content else an affidavit will be required from the Rights' owners/ Aggregators that he/she/they is/are the producer of the offered content.
- C. Notarized copy of CBFC Certificate. In case "V/U" or "UA" 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.
- D. Award & Certificates
- E. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatrical release **(Optional)**
- F. Synopsis including storyline, star cast, and details of director, music director etc., list of hit songs and year of release;
- G. PAN No
- H. GST Registration Certificate
- I. 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.
- J. Income Tax Returns for last 3 years
- K. Affidavit for meeting eligibility criterion and providing correct information **(Annexure -I)**
- L.

6.3.1.c.i.1.4. Scrutiny

6.3.1.c.i.1.4.1 Once the proposal(s) is received, the Scrutiny shall be done by the concerned Content Sourcing Division to verify whether documents are in order. In case, sourcing is to be done at Zonal Level, Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division), in such scrutiny.

6.3.1.c.i.1.4.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in clause 6.3.1.c.i.1.3 of Chapter-6.
- B. Fulfilment of eligibility criteria, if any as mentioned in NIFFP.

6.3.1.c.i.1.4.3 If any proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases Production house(s) / Producer(s)/Rights Owner(s) / Aggregator(s) shall be informed of such deficiencies and asked to rectify.

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6.3.1.c.i.1.4.4 The shortlisted Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to submit the following documents for evaluation:

- A. Authorisation for signatory, Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- B. Indemnification
- C. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- D. Balance Sheets/audited accounts for last three years

6.3.1.c.i.1.5. Evaluation Committee:

6.3.1.c.i.1.5.1 The shortlisted proposals will be evaluated by Evaluation Committee. The Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to give a presentation before the Evaluation Committee.

6.3.1.c.i.1.5.2 Evaluation Committee at Doordarshan Directorate/ Zonal level will comprise of:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel or their representative
- C. Head of Sales and marketing / Representative of Sales Division at Zonal level, as the case may be.

6.3.1.c.i.1.5.3 Convenor of the committee will be a Programme Officer of concerned Content Sourcing Division.

6.3.1.c.i.1.5.4 The proposal(s) received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
1.	Theme and Storyline	25
2.	Music and Songs/ Background Score	23
3.	Cast and Director	20
4.	Subtitling	7
5.	Commercial Potential	25

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Table :16

6.3.1.c.i.1.5.5 If the proposal involves bulk of films then it will be measured collectively (not on individual films basis) on the above matrix. The feature film proposal(s) with a score of 75 and above will be considered for recommendations by the Evaluation Committee which shall be sent through ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD. Number of the proposals finally selected shall depend upon the requirement of the channels/platform as mentioned in NIFFP.

6.3.1.c.i.1.6 Timelines:

Normally, the timelines for completion of various stages of sourcing after receipt of proposal will be as follows:-

(i)	Scrutiny	1-2 weeks
(ii)	Evaluation	1 week
(iii)	Approval of Competent Authority	1 week
(iv)	Signing of Agreement	1 week

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6.3.1.c.i.1.7 Delivery of Content:

6.3.1.c.i.1.7.1 After the agreement between Prasar Bharati and the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), the latter shall submit all the Films, finished in all respects to concerned Content Sourcing Division within the mutually agreed timeframe.

6.3.1.c.i.1.7.2 The exact timelines for delivery of content shall be mentioned in the agreement.

6.3.1.c.i.1.7.3 Delivery of Content to Prasar Bharati shall be responsibility of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) as per the specifications provided by Prasar Bharati & no expense in this regard shall be reimbursed by Prasar Bharati.

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6.3.1.c.i.1.7.4 Concerned Content Sourcing Division shall be nodal point for delivery of Content & shall receive the same from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s).

6.3.1.c.i.1.7.5 Concerned Content Sourcing Division shall proceed for payment after receiving 'Fit for Telecast/Streaming' certificate from concerned Head of Programme.

6.3.1.c.i.2 *Suo moto* Proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)

6.3.1.c.i.2.1 Content Sourcing Divisions of Prasar Bharati from time to time may consider *Suo moto* Feature Film(s) proposal received from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s). In such cases, after approval from DG, DD through ADG(P)(HQ)/Officer in-charge of programme wing at Doordarshan Directorate (HQ), the concerned Content Sourcing Division may ask the Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s) to submit a proposal along with required information as specified under clause 6.3.1.c.i.1.3 of Chapter 6. Prasar Bharati may ask for any additional information or document, if required.

6.3.1.c.i.2.2 Further process will remain the same as specified under Sub-section 6.3.1.c.1.4 to 6.3.1.c.1.7 of Chapter 6.

6.3.1.c.i.3 Direct Sourcing

6.3.1.c.i.3.1 In cases, wherever the Management is of the opinion that a particular Feature Film is suitable for Prasar Bharati platforms, the concerned Content Sourcing Division may contact the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) for inviting programme proposal. . No processing fee will be charged.

[**Note:** Management implies CEO,PB/DG, DD / ADG(P)(HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) / Head of Content Sourcing Division(Doordarshan Directorate (HQ)/Zonal Head (Content Ops.)]

6.3.1.c.i.3.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

6.3.1.c.i.3.3 Required information:

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- A. Name of the Production house(s)/Producer(s)/Rights Owner(s) / Aggregator(s)
- B. Link agreement for the content wherever the Rights' owners/ Aggregators is not the producer of the content else an affidavit will be required from the Rights' owners/ Aggregators that he/she/they is/are the producer of the offered content.
- C. Notarized copy of CBFC Certificate. In case "V/U" or "UA" 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.
- D. Award & Certificates
- E. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatrical release **(Optional)**
- F. Synopsis including storyline, star cast, and details of director, music director etc., list of hit songs and year of release;
- G. PAN No
- H. GST Registration Certificate
- I. 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.
- J. Income Tax Returns for last 3 years
- K. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- L. Affidavit for meeting eligibility criterion and providing correct information **(Annexure -I)**
- M. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- N. Indemnification
- O. Balance Sheets/audited accounts for last three years
- P. Detailed Metadata

6.3.1.c.i.3.4 Scrutiny :

6.3.1.c.i.3.4.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

6.3.1.c.i.3.4.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in Clause 6.3.1.c.i.3.3 of Chapter 6.
- B. Fulfilment of eligibility criteria

6.3.1.c.i.3.4.3 If the proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information

provided or in document submitted. In such cases Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be informed of such deficiencies and asked to rectify.

6.3.1.c.i.3.4.4 The received proposal shall be forwarded to Evaluation Committee after Scrutiny.

6.3.1.c.i.3.4.5 Further, in this case, the process of 'Evaluation Committee', 'Timelines', 'Delivery of the Content' will be the same as per sub-section 6.3.1.c.i.1.4 to Sub-section 6.3.1.c.i.1.7 of Chapter 6.

6.3.1.c.ii Revenue Share Mode (RSM)

6.3.1.c.ii.1 Feature Films can be sourced on Revenue Share Mode . The details are as follows:

- A. For Linear Network of Prasar Bharati the acquisition under the revenue share model for all Feature Films will be as under:
 - i. The revenue share for all Feature Films under RSM shall be 70:30 (Share of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) will be 70% & share of Prasar Bharati will be 30%), if marketing is done by Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)
 - ii. The revenue share for all Feature Films under RSM shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) will be 65% & share of Prasar Bharati will be 35%), if marketing is done by Prasar Bharati.
- B. For OTT and other Digital platforms, the acquisition under the revenue share model will be as under:
 - i. Sharing of revenue for the Films to be placed under AVOD:

The revenue share for all Films under RSM from the advertisement placed on the Films shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) will be 65% & share of Prasar Bharati will be 35%) of net revenue (after deducting the operational costs), as the marketing will be done by Prasar Bharati. Net revenue for this purpose is defined as revenue earned from the advertisements on the Films on PB App after adjusting all costs borne by Prasar Bharati for the App, such as transcoding cost, CDN cost, etc. as applicable.

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ii) Sharing of revenue for the Films to be placed under SVOD:

The revenue will be shared on the basis of hourly viewing. The per hour rate will be decided by the Management Committee.

iii. Sharing of revenue for the Films to be placed under TVOD:

The revenue share for all Films under RSM from the revenue collected from rent/transaction-based viewing for each Film(s) placed under TVOD shall be 65:35 (Share of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) will be 65% & share of Prasar Bharati will be 35%) of net revenue (after deducting the operational costs), as the marketing will be done by Prasar Bharati. Net revenue for this purpose is defined as revenue earned from the advertisements on the Films on PB App after adjusting all costs borne by Prasar Bharati for the App, such as transcoding cost, CDN cost, etc. as applicable.

6.3.1.c.ii.3 Content Sourcing Division, in consultation with concerned Head of Programme/Programme-in-charge, may decide about re-run of the Feature Films that has already been telecast / broadcast/streamed and revenue generated will be shared as per the Policy. Content Sourcing Division, shall obtain consent from Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s).

6.3.1.d Sourcing of Feature Films under Licence Fee/Royalty

Sourcing of Feature Film(s) under Licence Fee/Royalty by following any of the following procedure:

- i. Open Proposal
- ii. *Suo moto* Proposal from Producer(s)/Production House(s)/Rights Owner(s)/Aggregator(s)
- iii. Direct Sourcing
- iv. One Off

6.3.1.d.i. Open Proposal

6.3.1.d.i.1 Notice for Inviting Feature Films Proposal (NIFFP):



Proposals will be invited from Production house(s)/Producer(s)/Rights' Owner(s)/ Aggregator(s) through notification on Prasar Bharati/Doordarshan website and/or on any other communication platform as deemed fit. . Prasar Bharati while inviting proposals will specify the number of films to be sourced, number of telecast, number of channels and platforms, and duration of sourcing.

6.3.1.d.i.2 Any Producer/Production House/Rights' owner/ Aggregator who fulfils the criteria mentioned in the Notice may submit the proposal as prescribed in NIFPP and providing required information.

6.3.1.d.i.3 Required information:

- A. Name of the Production house(s)/Producer(s)/Rights Owner(s) / Aggregator(s)
- B. Link agreement for the content wherever the Rights' owners/ Aggregators is not the producer of the content else an affidavit will be required from the Rights' owners/ Aggregators that he/she/they is/are the producer of the offered content.
- C. Notarized copy of CBFC Certificate. In case "V/U" or "UA" 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.
- D. Award & Certificates
- E. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatrical release (Optional)
- F. Synopsis including storyline, star cast, and details of director, music director etc., list of hit songs and year of release;
- G. PAN No
- H. GST Registration Certificate
- I. 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.
- J. Income Tax Returns for last 3 years
- K. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)

6.3.1.d.i.2. Scrutiny

6.3.1.d.i.2.1 Once the proposal(s) is received, the Scrutiny shall be done by the concerned Content Sourcing Division to verify whether documents are in order. In case, sourcing is to be done at Zonal Level, Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division), in such scrutiny.

6.3.1.d.i.2.2 The proposal submitted will be examined by concerned Content Sourcing Division in terms of following criteria:

- q. Providing required information & scanned copies of documents as mentioned in clause 6.3.d.i.3 of Chapter-6.
- r. Fulfilment of eligibility criteria, if any as mentioned in NIFFP.

6.3.1.d.i.2.3 If any proposal meets the eligibility criteria, then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be informed of such deficiencies and asked to rectify.

6.3.1.d.i.2.4 The shortlisted Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to submit the following documents for evaluation:

- A. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- B. Indemnification
- C. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- D. Balance Sheets/audited accounts for last three years.

6.3.1.d.i.3. Evaluation Committee:

6.3.1.d.i.3.1 The shortlisted proposals will be evaluated by Evaluation Committee. The Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) shall be asked to give a presentation before the Evaluation Committee.

6.3.1.d.i.3.2 Evaluation Committee at Doordarshan Directorate/ Zonal level will be comprised of:

- A. Head of concerned Content Sourcing Division.
- B. Head of Programme (HoP)/Programme in-charge of concerned Channel/Platform or their representative
- C. Head of Sales and Marketing/ Representative of Sales Division at Zonal level, as the case may be.
- D. Head of Marketing /representative of Marketing Division at Zonal level, as the case may be.

6.3.1.d.i.3.3 Convenor of the Committee will be a Programme Officer of concerned Content Sourcing Division.

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6.3.1.d.i.3.4 The proposal(s) received will be evaluated in accordance with the following scoring matrix:

S.No.	Criteria	Maximum Marks
1.	Theme and Storyline	25
2.	Music and Songs/ Background Score	23
3.	Cast and Director	20
4.	Subtitling	7
5.	Commercial Potential	25

Table :18

6.3.1.d.i.3.5 If the proposal involves bulk of films then it will be measured collectively (not on individual films basis) on the above matrix. The feature film proposal(s) with a score of 75 and above will be considered for recommendations by the Evaluation Committee.

6.3.1.d.i.3.6 For the proposals under fixed Licence Fee/ Royalty, recommendation of the Evaluation Committee shall be placed through ADG(P) (HQ) /Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD. Number of the proposals finally selected shall depend upon the requirement of the channels/platform as mentioned in NIFFP.

6.3.1.d.i.3.7 The proposals under Assessed method shall be placed through ADG(P) (HQ) / Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) before DG,DD for in-principle approval before sending it to Costing Committee. Numbers of the proposals finally selected shall depend upon the requirement of the channel.

6.3.1.d.i.4 Cost Evaluation of Proposals:

6.3.1.d.i.4.1 Upon receiving in-principle approval of DG,DD, the Content Sourcing Division will send proposal(s) to the Costing Committee for examining the proposal(s) from financial angle.

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The Costing Committee shall also discuss costs for clarification/negotiation with the Production House(s)/Producer(s)/Rights' owner(s)/Aggregator(s) as required.

6.3.1.d.i.4.2 The Costing Committee shall comprise of:

- A. Head of concerned Content Sourcing Division
- B. Head of Sales and Marketing / Representative of Sales Division at Zonal level, as the case maybe
- C. Head of Programme (HoP)/Programme in-charge of concerned Channel or their representative
- D. Representative from Finance Wing

6.3.1.d.i.4.3 Once the final cost is agreed upon, the proposal(s) will be sent by Content Sourcing Division to the Finance Division for concurrence. Thereafter, the proposal(s) will be submitted through ADG (P)(HQ)/ Senior Official holding charge of ProgrammeWing atDoordarshan Directorate(HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

6.3.1.d.i.5 Timelines:

Normally, the timelines for completion of various stages of sourcing after the receipt of proposal(s) will be as follows:

(i)	Scrutiny	1-2 weeks
(ii)	Evaluation	1 weeks
(iii)	IFD concurrence (for the Assessed Method) & approval of Competent Authority	1 weeks
(iv)	Signing of Agreement and Submission of PBG	1 weeks

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6.3.1.d.i.6 Delivery of Content:

6.3.1.d.i.6.1 After the agreement between Prasar Bharati and the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), the latter

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shall submit all the Films, finished in all respects to concerned Content Sourcing Division within the mutually agreed timeframe.

6.3.1.d.i.6.2 The exact timelines for delivery of content shall be mentioned in the agreement.

6.3.1.d.i.6.3 Delivery of Content to Prasar Bharati shall be responsibility of Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) as per the specifications provided by Prasar Bharati & no expense in this regard shall be reimbursed by Prasar Bharati.

6.3.1.d.i.6.4 Concerned Content Sourcing Division shall be nodal point for delivery of Content & shall receive the same from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s).

6.3.1.d.i.6.5 Concerned Content Sourcing Division shall proceed for payment after receiving 'Telecast' certificate from concerned Head of Programme.

6.3.1.d.ii *Suo moto* proposal from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s)

6.3.1.d.ii.1 Content Sourcing Divisions of Prasar Bharati, from time to time, may consider *Suo moto* proposals received from Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) and may approach the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s), if found worthy.

6.3.1.d.ii.2 Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) may be asked to submit their proposal along with required information as specified under clause 6.3.d.i.1.3 of Chapter 6. Prasar Bharati may ask for any additional information or document, if required.

6.3.1.d.ii.3 Further process of sourcing will remain the same as specified under Sub-Section 6.3.d.i.2 to 6.3.b.i.6 of Chapter 6.

6.3.1.d.iii Direct sourcing

6.3.1.d.iii.1 In cases, wherever the Management is of the opinion that a particular Feature Film of certain genre is suitable for Prasar Bharati platforms, the concerned Content Sourcing Division may contact the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) for inviting programme proposal. No processing fee will be charged.



[**Note:** Management implies CEO,PB/DG, DD / ADG(P)(HQ) / Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ)/ Head of Content Sourcing Division(Doordarshan Directorate (HQ))/Zonal Head (Content Ops.)]

6.3.1.d.iii.2 Production Houses/Producers/Rights' owners/ Aggregators may be asked to submit their proposal along with required information as specified below. Prasar Bharati may ask for any additional information or document, if required.

6.3.1.d.iii.3 Required information:

- A. Name of the Production house(s)/Producer(s)/Rights Owner(s) / Aggregator(s)
- B. Link agreement for the content wherever the Rights' owners/ Aggregators is not the producer of the content else an affidavit will be required from the Rights' owners/ Aggregators that he/she/they is/are the producer of the offered content.
- C. Notarized copy of CBFC Certificate. In case "V/U" or "UA" 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.
- D. Award & Certificates
- E. Box Office figure as per trade journals enjoying reputation and credibility in the film industry or OTT platform data for the films not having theatrical release (Optional)
- F. Synopsis including storyline, star cast, and details of director, music director etc., list of hit songs and year of release;
- G. PAN No
- H. GST Registration Certificate
- I. 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.
- J. Income Tax Returns for last 3 years
- K. Authorisation for signatory. Authorisation shall be from all partners for partnership firms and from Board of Directors for companies.
- L. Affidavit for meeting eligibility criterion and providing correct information (Annexure -I)
- M. Integrity Pact on plain paper where the cost of sourcing is Rs 2 Cr or above
- N. Indemnification
- O. Balance Sheets/audited accounts for last three years
- P. Detailed Metadata

6.3.1.d.iii .4 Scrutiny :

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6.3.1.d.iii.4.1 Once the proposal is received, the scrutiny shall be done by concerned Content Sourcing Division to verify whether documents are in order.

6.3.1.d.iii.4.2 The proposal submitted shall be examined by concerned Content Sourcing Division in terms of following criteria:

- A. Providing required information & scanned copies of documents as mentioned in Clause 6.3.1.d.iii.3 of Chapter 6.
- B. Fulfilment of eligibility criteria

6.3.1.d.iii.4.3 If the proposal meets the eligibility criteria , then such proposal may not be outrightly rejected on minor deficiencies of information provided or in document submitted. In such cases Production Houses/Producers/Rights' owners/ Aggregators shall be informed of such deficiencies and asked to rectify.

6.3.1.d.iii.4.4 The received proposal shall be forwarded to Evaluation Committee after Scrutiny.

6.3.1.d.iii.4.5 Further, in this case, the process of 'Evaluation Committee', 'Cost Evaluation of Proposals' 'Timelines', 'Delivery of the Content' will be the same as per Sub-section 6.3.d.i.2 to Sub-section 6.3.d.i.7 of Chapter 6.

6.3.1.d.iv One Off

6.3.1.d.iv.1 One Off proposals for the Films may be processed as per Clause 3.4.d of this Policy.

6.3.1.e Licence Fee/Royalty

6.3.1.e.1 Feature Film(s) under this model will normally be sourced with non-exclusive Telecast/broadcast/streaming rights for single/multiple Telecast/broadcast/streaming or Video on Demand Mode (VoD) on multiple/single DD channel(s) and digital platforms including OTT on payment of license fee/royalty either on 'fixed' or 'assessed' license fee/royalty method.

- A. In the fixed license/royalty fee method the Production House(s) /Producer /Rights' owner /Aggregator would be paid as per license fee/royalty as notified by Prasar Bharati, from time to time.
- B. In the assessed license fee/royalty method the license fee /royalty would be examined by the Costing Committee after evaluation.

6.3.1.e.2 If a satellite DD Channel is also available on associated terrestrial network- the film shall be simultaneously telecast on associated terrestrial network.

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6.3.1.e.3 If the content has been taken on license fee/royalty, Prasar Bharati may use the content provided as deemed fit for promotions and publicity during the period for which rights are taken.

6.3.1.f Sponsored: Feature Film(s) can be sourced on sponsored mode and procedure to be followed shall be as mentioned in Chapter 5. **[Title: Sponsored]**

6.3.1.g Gratis: Feature Film(s) can be sourced on Gratis mode and procedure to be followed shall be as mentioned in Chapter 8. **[Title: Gratis]**

6.4 Payments

Pro-rata payment of total contract amount will be made after each quarter from date of telecast/broadcast/streaming of the first film.

6.5 If the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) provides/submit the full content in advance to Prasar Bharati there will be no need of Performance Security. Performance Security to be submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) before signing the Agreement only where the complete episodes /content are not being provided by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s) in advance against the volume of content not been submitted by the Production House(s)/Producer(s)/Rights' owner(s)/ Aggregator(s). If the content is being sourced for both i.e. Linear Network and OTT the Performance Security amount may be calculated wherever FCT rate is higher.

Sourcing Model	Amount of PBG
License/Royalty	As per the Prasar Bharati Procurement Policy 2022 as amended from time to time on the date of signing the agreement
Revenue Share	As per the Prasar Bharati Procurement Policy 2022 as amended from time to time on the date of signing the agreement. Total contract value shall be monetary value of FCT available to Prasar Bharati over six months at

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	notified rate by Prasar Bharati plus applicable GST on the date of signing the agreement.
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6.6 National/Regional/International Award Winning Films

6.6.1 To showcase the best of Indian Cinema, on linear channels & digital platforms of Prasar Bharati including OTT, Prasar Bharati endeavours to source the films which have secured National/Regional/International Award, in any category, under any schemes or guidelines of Ministry of Information and Broadcasting, Government of India and its associated Departments. Award Winning Feature Films shall be sourced by concerned Content Sourcing Division on the basis of fixed license fee and/or such terms and conditions as approved by CEO, PB on the recommendations of DG, DD.

6.6.2 However Production house(s) / Producer(s) / Rights Owner(s) / Aggregator(s) willing to offer Award Winning Feature Film(s) on any other mode(s), their offer(s) may be considered under the respective sourcing mode(s) by concerned Content Sourcing Division.

6.7 Terms and Conditions for sourcing of films under Revenue Share mode.

- A. Total FCT available under Revenue Share will be 300 seconds per half an hour slot during the telecast of the films.
- B. Prasar Bharati will be at liberty to mount public awareness messages from the Government in the remaining available FCT (60 seconds per half an hour). Revenue earned through telecast of these messages will not be shareable.
- C. Only Corporate revenue shall be booked in the FCT available under revenue share. The criteria for defining the corporate client shall be as per notification by Prasar Bharati applicable on date of signing of agreement.
- D. Only Corporate Revenue earned during the telecast/broadcast/streaming shall be shareable in case of Satellite Network channels wherever there is general parking of budget by the Government Clients. The Government advertisement revenue could only be shared with the content providers wherever there is targeted parking of budget by the Government Client.
- E. In case of OTT, since there will be targeted parking of budget by the Government as well as corporate clients, the advertisement revenue could only be shared with the content providers.

- F. Sharable revenue will be gross revenue minus GST minus Agency Commission. Agency Commission shall not exceed the limit 15%.
- G. In case of OTT, net revenue will be shared as per the agreed arrangements.
- H. Sales responsibility (selling of FCT under revenue share and onscreen inventory) will preferably be with the Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s). However in case, the Producer(s)/ Production House(s) / Rights Owner(s) / Aggregator(s) is not willing to take sales responsibility, PB Sales Division will take the sales responsibility.
- I. A separate joint escrow account shall be opened for receipt of all the revenue from sale of shareable FCT/on screen inventory.
- J. The party taking sales responsibility will provide duly audited account and release orders to other party quarterly.
- K. FCT shall not be sold below the minimum rate limits notified by Prasar Bharati from time to time.
- L. The offered content may be simultaneously streamed and/or may also create Video on Demand (VOD) on Prasar Bharati's digital platform associated with the channel including OTT during its broadcast on DD Network as per mutually agreed terms.
- M. Any content may be removed from the OTT platform if it doesn't generate net positive revenue continuously for 180 days.
- N. If Prasar Bharati receives notice from any Person or otherwise has reason to believe that content violates any relevant provisions/rules/guidelines or if Prasar Bharati receives any order of any Government Authority in relation to any content, the any such content will be reviewed by the designated committee of Prasar Bharati and decision will be taken accordingly.

6.8 Termination of Agreement

Prasar Bharati shall be at liberty to terminate the Agreement at any time by giving one month notice to the Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s) irrespective of number of films sourced.

6.9 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the Management Committee, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 7

Sourcing of Songs (including Film Songs)

7.1 Definition

Prasar Bharati sources songs (including Film Songs) from Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s) for certain period of time or for perpetuity for its various linear channel & digital platforms including OTT by payment of license fee/royalty.

7.2 Sourcing of Songs (including Film Songs)

- i. A committee of Programme Officers shall be constituted from time to time by ADG (P)(HQ)/ Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) with the approval of DG,DD. The Committees will shortlist songs (including Film Songs) in Hindi language to be sourced.
- ii. Similarly, committee(s) of Programme Officers shall be constituted from time to time by the concerned Zonal Head (Content Operation) with approval of DG, DD for shortlisting of songs (including Film Songs) in regional language(s).
- iii. The Content Sourcing Division, Doordarshan Directorate (HQ) shall source Hindi Film Songs through Content Sourcing Division (West Zone).
- iv. Concerned Content Sourcing Division(s) shall source songs (other than Hindi Film Song) for respective Kendras/Channels/platforms.
- v. If Head of Programme of respective Kendras/Channels/Platforms requires any particular song(s) then such song(s) will be sourced by concerned Content Sourcing Division as per extant rate card.

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7.3 Termination of Agreement

Prasar Bharati shall be at liberty to terminate the Agreement at any time by giving one month notice to the Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s) irrespective of number of songs acquired.

7.4 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the Management Committee, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 8

Gratis

8.1 Definition

Prasar Bharati may accept content from Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s) on gratis. Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s) will not pay any telecast/broadcast/streaming fee to Prasar Bharati. The content may be monetized by Prasar Bharati on case to case basis and will not share any generated revenue with Producer(s) / Production House(s) / Rights Owner(s) / Aggregator(s).

8.2 Criteria for sourcing of content

- a) Right(s) of the content offered 'on gratis' to Prasar Bharati must be subsisting with Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) during the entire term for which such rights are to be offered and should be free from any dispute and encumbrances.
- b) The content shall be in accordance with Programme Code of Prasar Bharati.
- c) The Programme imported by private individuals or organizations in accordance with such policy as may be laid by the Government for such imports, may be offered to Prasar Bharati for telecast/broadcast/streaming under the sponsorship scheme provided the import has been made strictly in accordance with the procedures prescribed by the Government of India and does not contravene FEMA regulations.

8.3 Scrutiny and Preview

8.3.1 Scrutiny and Preview of Content offered on gratis basis shall be done by concerned Content Sourcing Division.

8.3.2 In case of Zonal Level, concerned Doordarshan Kendra(s) of that Zone shall assist respective Zonal Head (Content Sourcing Division) in such scrutiny and Preview.

8.3.3 Content Sourcing Division(Doordarshan Directorate & Zonal Level) will have an approved list of Programme Officers/Retired Programme Officers of Doordarshan/Outside experts for such preview.

8.4 Telecast/Broadcast/Streaming

Upon Scrutiny and Preview of Content offered on gratis, concerned Content Sourcing Division shall forward the Content to concerned Head of Programme who shall Telecast/Broadcast/Streaming on their respective channel/platform the content after obtaining approval through ADG(P)(HQ)/ Senior Official holding charge of Programme Wing at Doordarshan Directorate(HQ) from DG,DD.

8.5 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the DG,DD, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

Amit Kumar

Chapter 9

Sourcing of Sports Content

9.1 Major contribution of the sports content at present comes from the sporting events of national importance. Prasar Bharati has only one time telecast rights over these content. After the transmission of the content, it cannot be repeated. Prasar Bharati generally cannot telecast even the highlights of the events or use footage. Therefore, Prasar Bharati will endeavour to source the rights of the sports events such as Cricket, Hockey, Kabaddi etc. to retain the perpetual rights over the content. Sports rights are usually owned by the organizers and rights are usually sold by them through the process of bidding and/or negotiation exclusively. Prasar Bharati may participate in such bidding or may approach the organizers for sourcing the rights of sporting events through negotiation.

9.2 The Sports Rights Negotiation Committee (SRNC) shall recommend the range of rights fee and negotiate with the rights owners for sourcing of rights after approval of Empowered Committee on Sports Rights (ECSR) of Prasar Bharati Board.

The Sports Rights Negotiation Committee (SRNC) of Prasar Bharati shall be constituted with officers from Sports Division, Finance Division, and Sales Division after the approval of CEO, Prasar Bharati. The officer in-charge of the Sports Division shall be Chairperson of the Committee.

9.3 For sourcing the sports content other than live sporting events under different sourcing modes like revenue share, sponsored or commissioning, the guidelines defined in this policy shall be applicable.

9.4 Exemption

Notwithstanding anything contained in these guidelines, Prasar Bharati may, with the prior approval of the Management Committee, may offer relaxation of any of the provisions. The reasons for the same shall be recorded in writing.

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Chapter 10

Bundling/Package

If, in any case, the Content Sourcing Division receives any proposal from Production House/Producer/Rights' owner/ Aggregator which involves more than one type of Sourcing modes, then it may consider it on a case to case basis, and place it for the approval of DG,DD. Sourcing of content under various modes proposed in the Bundling/ Package proposal will be process as per the guidelines laid for each mode in this Policy. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

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Chapter 11

Modes of Collaboration for OTT

11.1 Application in Application Collaboration

11.1.1 INTRODUCTION

Prasar Bharati may engage with different OTT players in the market for Application in Application (App-in-App) collaboration for OTT. The proposals received through NIPP will be processed on case-to-case basis after the detailed preview of application content.

11.1.2 Invitation of the Proposals:

11.1.2.1 The proposals for such collaboration may be invited through a NIPP on website platforms under Prasar Bharati and/or on any other communication platform as deemed fit.

11.1.3 Procedure for on-boarding of Application in Application

General

11.1.3.1 On-boarding of App-in-App on Prasar Bharati's OTT platform shall be through transparent and non-discriminatory procedure.

11.1.3.2 All application received through NIPP shall be reviewed and shortlisted by designated committee constituted with approval of CEO PB. The Committee will recommend the on-boarding Application on PB OTT platform based on the criteria approved by CEO, PB. Thereafter, the concerned Content Sourcing Division shall send the proposal(s) to ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG, DD.

11.1.3.3 Prasar Bharati reserves the right to review the process and terms & conditions for on-boarding of Applications on the OTT platform from time to time.

11.1.4 Special Terms & Conditions:

11.1.4.1 The App's content should comply with Programme & Advertising Code of Prasar Bharati or any other guidelines/order/code as specified by the Government or any other regulatory body in respect of content streamed on Prasar Bharati's OTT platform.

11.1.4.2 The App's content shall remain throughout the Term in compliance with Applicable Law (including, but not limited to, the Information Technology Act, 2021 and the rules thereto ("**IT Act**"), and the Bharat Nyay Sanhita, 2024)

11.1.4.3 The App and its owner company should not be blacklisted/suspended by any Government Body or Authority.

11.1.4.4 The revenue share from the contents shared in as Subscription or Transaction backed Video on Demand (The content by the partner application which has been kept behind the pay-walls of partner application) will be in the ratio of 65:35 of the net revenue earned for the partner application through Prasar Bharti's platform (65% to Content Provider Application & 35 % to Prasar Bharati). Net revenue for this purpose is defined as revenue earned from the subscription of the partner App after adjusting all costs borne by Prasar Bharati for the App, such as transcoding cost, CDN cost, player cost etc. as applicable.

11.1.4.5 Prasar Bharti shall provide to all application partners a dashboard which shall depict salient details with regard to viewership of the content provided by partner application.

11.1.4.6 Application partners will be required to raise invoice based on report for payment by Prasar Bharati.

11.1.5 Content from the Partner App:

11.1.5.1 It shall be the responsibility of the Application partners to comply with Programme & Advertising Code of Prasar Bharati or any other guidelines/order/code as specified by the Government or any other regulatory body in respect of content streamed on Prasar Bharati's OTT platform.

11.1.5.2 The content shall remain throughout the Term in compliance with Applicable Law (including, but not limited to, the Information Technology Act, 2021 and the rules thereto ("**IT Act**"), and the Bharat Nyay Sanhita, 2024).

11.1.5.3 The Application partners have to agree to implement any procedures which Prasar Bharati introduces to ensure compliance with applicable laws or obligations in either case relevant to the hosting of the content on the Prasar Bharati Platform or the availability of the content to viewers/subscribers or accessing of that content by Subscribers in any jurisdiction.



11.1.5.4 If Prasar Bharati receives notice from any Person or otherwise has reason to believe that content violates any relevant provisions/rules/guidelines or if Prasar Bharati receives any order of any Government Authority in relation to any content, the any such content will be reviewed by the designated committee of Prasar Bharati and decision will be taken accordingly.

11.1.6 Period of allotment:

11.1.6.1 Initially the allotment for streaming by the Application partners on OTT platform will be for a period of 03 year from the date on which streaming is made available to the Application partners. The term may be further extended on mutually agreed terms.

11.1.7 Other terms and conditions:

11.1.7.1 A letter of allotment will be issued by Prasar Bharati to the Application partners along with the prescribed agreement to be signed between Prasar Bharati and Application partners.

11.1.7.2 Application partners will indemnify Prasar Bharati for any kind of violation of digital or other rights of content streamed by the Application partners on OTT platform. Geographical restrictions of Digital rights etc, if any, will be conveyed by the successful Application partners prior to on-boarding of the Application.

11.1.7.3 Application partners will be required to provide such technical details as required for on-boarding on OTT Platform.

11.1.7.4 Prasar Bharati reserves the right to suspend/cancel the agreement in case of violation of the terms of agreement and also to review the selection process/terms & conditions during the agreement period.

11.1.8 Exemptions:

11.1.8.1 Notwithstanding anything contained in this prescribed procedure, Prasar Bharati may accept any proposal in relaxation of this process for reasons to be recorded with approval of Prasar Bharati Management Committee.

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11.2 Streaming Collaboration with Satellite Channels and FAST Channel (Free Ad-Supported Streaming TV)

11.2.1 Introduction

11.2.1.1 Prasar Bharati may explore the possibilities of on-boarding the Linear Satellite Channels and FAST Channel (Free Ad-Supported Streaming TV) for the OTT Platform. The initial period of such on-boarding will be one year and Prasar Bharati reserves the right to modify it based on the learning and market feedback.

11.2.2 Invitation of the Proposals:

The proposals for such collaboration may be invited through a NIPP on website platforms under Prasar Bharati and/or on any other communication platform as deemed fit.

11.2.3 Procedure for on-boarding of TV channels on OTT:

11.2.3.1 General

11.2.3.1.1 On-boarding of TV Channels for streaming on Prasar Bharati's OTT platform shall be through transparent and non-discriminatory procedure. All application received through NIPP shall be reviewed and shortlisted by designated committee constituted with approval of CEO PB. The Committee will recommend the on-boarding Satellite Channel/Fast Channel on PB OTT platform based on the criteria approved by CEO, PB. Thereafter, the concerned Division shall send the proposal(s) to ADG (P) (HQ) / Senior official holding charge of Programme Wing at Doordarshan Directorate (HQ) for approval of DG, DD. Final approval of the proposal(s) will be accorded by CEO, PB on the recommendation of DG,DD.

11.2.3.1.2 Prasar Bharati reserves the right to review the process, categorization of channels & terms & conditions for on-boarding of channels from time to time.

11.2.3.1.3 Prasar Bharati reserves the right to increase or decrease the capacity of platform for on-boarding private channels.

11.2.3.1.4 To further public interest objectives of OTT platform and to sustain genre diversity on the platform, some capacity may be reserved for genres/language deemed to be in public interest.

11.2.4 Eligibility Criteria:

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11.2.4.1 Only satellite channels, permitted/licensed by the Ministry of I&B for downlinking/distribution in India under relevant guidelines are eligible to be streamed on Prasar Bharati's OTT platform. Similarly only those FAST Channels will be eligible for on-boarding on PB's OTT Application which have only that content which has already been broadcasted by satellite channels, permitted/licensed by the Ministry of I&B for downlinking/distribution in India under relevant guidelines

11.2.4.2 Only Companies holding permission/license from Ministry of I&B for downlinking/distribution of satellite TV channel can apply to come on Prasar Bharati's OTT platform in respect of its own permitted/licensed channels.

11.2.5 Categorization of channels:

11.2.5.1 To ensure diverse range of content on the Platform, initially private TV channels for placement on Prasar Bharati's OTT Platform are broadly categorized as under:

S. No.	Genre/language of channel
i)	News & Current Affairs- National Channels of Hindi language
ii)	News & Current Affairs-English
iii)	General Entertainment (GEC) (Non-News & Current Affairs)- National channels
iv)	General Entertainment (GEC) (Non-News & Current Affairs)- Regional channels
v)	Other genre/language channels

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11.2.6 Selection criteria for placing linear feeds of satellite TV channels on OTT platform:

11.2.6.1 Applicant TV channels will be ranked on the basis of Central Bureau of Communication (CBC)AVP rates card of TV Channels. The selection criteria will be on the basis of the highest rate of a channel under all the time bands, among each of the above categories as specified under clause **11.2.5.1**. Channels having the highest rates as per the Central Bureau of Communication (CBC) rate card, in the respective category, shall be selected for streaming on OTT Platform.

11.2.7 Revenue share:

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11.2.7.1 SCTE-35 enabled feed, which can signal the start and end times of advertisement breaks, of successful channels will be streamed on the OTT platform on a revenue sharing basis.

11.2.7.2 The revenue share will be in the ratio of 65:35 of the net revenue earned from the channel (65% to channel & 35 % to Prasar Bharati). Net revenue for this purpose is defined as revenue earned from the channel after adjusting all costs borne by Prasar Bharati for the respective channel such as transcoding cost, CDN cost, commission of the Ad agency hired for Ad insertion.

11.2.7.3 Advertisements on OTT stream will be inserted by Prasar Bharati, at appropriate juncture of the stream as per the availability of SCTE-35 marker.

11.2.7.4 The unsold inventory, if any on the channel, shall be shared among Prasar Bharati & broadcaster for monetization or telecasting own promos/fillers in the ratio of 65:35.

11.2.7.5 In the event of monetization of unsold inventory by the broadcaster, the revenue share will remain same i.e. 65:35 of the net revenue earned from the channel (65% to channel & 35 % to Prasar Bharati).

11.2.7.6 Prasar Bharati will share with the broadcaster, a report on the views generated by the TV Channel during the relevant period

11.2.7.7 Channels/broadcasters will be required to raise invoice based on numbers & Ad data report for payment by Prasar Bharati.

11.2.8 Content on the channel:

11.2.8.1 It shall be the responsibility of the successful channel to comply with Programme & Advertisement code or any other guidelines/order/code as specified by the Government or any other regulatory body in respect of TV channel/content streamed on Prasar Bharati's OTT platform.

11.2.8.2 The content shall remain throughout the Term in compliance with Applicable Law (including, but not limited to, the Information Technology Act, 2021 and the rules thereto ("**IT Act**"), and the Bharat Nyay Sanhita, 2024)

11.2.8.3 The broadcaster agrees to implement any procedures which Prasar Bharati introduces to ensure compliance with applicable laws or obligations in either case relevant to the hosting of the content on the

Prasar Bharati Platform or the availability of the content to viewers/subscribers, or accessing of that content by Subscribers in any jurisdiction.

11.2.8.4 If Prasar Bharati receives notice from any Person or otherwise has reason to believe that content violates any relevant provisions/rules/guidelines or if Prasar Bharati receives any order of any Government Authority in relation to any content, the any such content will be reviewed by the designated committee of Prasar Bharati and decision will be taken accordingly.

11.2.9 Period of allotment:

11.2.9.1 Initially the allotment for streaming clean feed on OTT platform will be for a period of 01 year from the date on which streaming is made available to the channel. The term may be further extended on mutually agreed terms.

11.2.10 Discontinuation of channel from OTT platform/Termination of agreement:

11.2.10.1 If at any stage it is found that the information furnished by the broadcaster is in-correct, the channel shall be summarily discontinued from the platform and the Broadcaster shall have no rights for carriage of channel on OTT platform.

11.2.10.2 If the channel fails to generate net positive revenue over a period of 180 days counted from the date of onboarding on the OTT platform, the channel will be discontinued from the platform and the Broadcaster shall have no rights for streaming of channel on OTT platform.

11.2.10.3 Either party may terminate the agreement, if the other party commits material breach of the terms of the allotment/ agreement which remains un-remedied despite service of 21 days notice to remedy the breach.

11.2.10.4 The allotment and agreement shall stand terminated automatically with immediate effect if the broadcaster discontinues/withdraws its Channel or the requisite permissions for the telecast of the Channel is suspended/cancelled/withdrawn by the competent authority.

11.2.11 General Terms and Conditions:

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11.2.11.1 A letter of allotment will be issued by Prasar Bharati to the channel along with the prescribed agreement to be signed between Prasar Bharati and broadcaster.

11.2.11.2 The channel will indemnify Prasar Bharati for any kind of violation of digital or other rights of content streamed by the broadcaster on OTT platform. Geographical restrictions of Digital rights etc, if any, will be conveyed by the channel prior to on-boarding of the channel.

11.2.11.3 The channels will be required to provide such technical details as required for on-boarding the feed on OTT Platform.

11.2.11.4 Change of name and/or logo of a channel may be allowed subject to necessary permissions from Ministry of I & B.

11.2.11.5 Prasar Bharati Board reserves the right to suspend/cancel the agreement in case of violation of the terms of agreement and also to review the selection process/terms & conditions during the agreement period.

11.2.7.6 Channels/companies desirous to place channels on OTT platform will be required to provide SCTE-35 enabled feed, which can signal the start and end times of advertisements breaks, of the channel.

11.2.11.7 Clean feed of channel will be carried on OTT platform on revenue sharing basis.

11.2.11.8 The company desirous to place the channel on Prasar Bharati's OTT will be required to apply in the prescribed Application Form along with requisite fee and all documents as mentioned in prescribed Application Form.

11.2.11.9 The channel will be streamed on OTT platform with the name & logo of the channel as permitted by the Ministry of I & B.

11.2.12 Exemptions:

11.2.12.1 Notwithstanding anything contained in this prescribed procedure, Prasar Bharati may accept any proposal in relaxation of this process for reasons to be recorded with the approval of Prasar Bharati Management Committee.

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Chapter – 12

General Terms & Conditions for Sourcing of Content

12.1 Terms & Conditions

12.1.1 The Production House(s)/Producer/Rights' owner(s)/ Aggregator(s) must provide correct information while submitting their proposal(s). If it is found, at any stage, during consideration of the proposal(s) that the information provided was incorrect, the proposal(s) shall be summarily rejected. In case such instances come to the notice of Prasar Bharati, subsequent to the execution of the agreement, Prasar Bharati may terminate such Agreement at its discretion and any amount already paid to the Production House(s)/Producer/Rights' owner(s)/ Aggregator(s) shall immediately become due to Prasar Bharati. Rights available to Prasar Bharati under this clause are without prejudice to other rights and remedies available to Prasar Bharati under the law. Any Production House/Producer/Rights' owner/ Aggregator who provides misleading information is liable to be blacklisted.

12.1.2 The Production House/Producer/Rights' owner/ Aggregator who are in the habit of lodging complaints on regular basis against selection process undertaken by Prasar Bharati and whose complaints have been found to be frivolous or mischievous on more than one occasion, will be liable for disqualification from being an applicant for a period of two years. In such cases, there will be a formal disqualification proceeding for the purpose in which a show cause notice will be issued to the concerned entity. Such action shall be undertaken vide a speaking order issued by Prasar Bharati.

12.1.3 An official/outside expert serving on any committee constituted under this policy will be required to give an undertaking that neither he/she nor any of his /her immediate blood relative is an applicant and that he/she is not in any way associated with the proposal under examination.

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12.1.4 No serving employee of Prasar Bharati or his/her dependent will be allowed to submit proposal(s) as a Production House/Producer/Rights' owner/Aggregator under these guidelines.

12.1.5 For any approved commissioned project the Production House(s)/Producer/Rights' owner(s)/ Aggregator(s) shall obtain insurance for the project and will provide the related documents to Prasar Bharati.

12.1.6 All disputes shall be subject to the exclusive jurisdiction of the courts at Delhi.

12.2 Content (other than Feature films and songs) Duration & Packaging

12.2.1 Content sourced for Linear Channels & Digital Platforms including OTT

- i. Normally for broadcast/telecast/streaming, the content will be sourced for half an hour or one hour slot. Prasar Bharati will accept the episodes of duration of 24 minutes for half an hour slot, and 48 minutes for one hour slot with a margin of +/- 01 (one) minute for each.
- ii. For Linear Channels, there will be normally two breaks for half an hour programme and four breaks for one hour programme. A 05(five) seconds bumper may precede each break after which there should be a minimum of 20(twenty) seconds blank before beginning of each 05(five) seconds bumper required as a lead in to the next segment.
- iii. Recapitulation or summary of previous episodes in the programme proper and Pre-cap shall be normally of 30 second wherever required.
- iv. Opening title and Signature tune shall not be normally more than 60 (sixty) seconds. Only programme title, episode title (if any) and cast credits shall be included at the beginning. The name of production house will appear after the end credits.
- v. End Credit should not be more than 45 (forty five) seconds.
- vi. Content of varying duration (telefilms, short films, music videos, vignettes etc.) can also be sourced as per Programme requirements by concerned Content Sourcing Division.

12.2.2 Content sourced for OTT/Digital Platform of Prasar Bharati



The duration and packaging of the content for OTT/digital platforms shall be decided on the basis of best industry practices and PB marketing strategy. However, this content may also be used for Linear Channels & other platforms and in that case, if required, content may be modified in accordance with specification mentioned in Sub-section 12.2.1 of Chapter 1

12.3 Marketing of Content

Prasar Bharati will spend maximum up to 10% of the Net Project Cost excluding GST and other taxes on the marketing of contents as per the extant policy in case of commissioned programme.

12.4 On-boarding of Production House(s) / Producer(s) / Rights' owner(s) / Agregator(s)

12.4.1 A letter of intent will be sent to the Production House/Producer/Rights' owner/Agregator for sourcing of the content after the approval of competent authority.

12.4.2 The coverage of various Events i.e. Cultural, Sports, Art etc. may also be acquired as content on case to case basis. The revenue sharing arrangements in this case will be worked-out on case to case basis under the various modes of content sourcing mentioned in this policy.

12.4.3. Prasar Bharati may also enter into Memorandum of Understanding with Companies having production & post-production facilities, companies having wide talent-pool and casting facilities to leverage their facilities at discounted rates to save the cost of commissioned programmes. These arrangements may be done on case to case basis with approval of Management Committee of Prasar Bharati.

12.4.4. Prasar Bharati may also enter into Memorandum of Understanding with institutions of repute in field of film making and AV Production for internship of trainees and sourcing of content made as student projects on case to case basis with approval of Management Committee of Prasar Bharati.

12.4.5 Production House(s) / Producer(s) / Rights' owner(s) / Agregator(s) which are from foreign countries may be given exemption for the documents which these Production House(s) / Producer(s) / Rights' owner(s) / Agregator(s) don't possess because of not being Indian company such as PAN Card, GST etc. with approval of CEO, Prasar Bharati.

12.4.6 The mechanism to facilitate the in-film/programme branding or brand integration for the various programs and films which will be commissioned by Prasar Bharati may be devised with approval of CEO, PB.

Amitkumar

12.4.7 In the programmes coming under wherein the contestants are participating in a competition, the provisions for the prize money/Gift Hampers/Gifts/Vouchers etc. for the winners may be worked-out with approval of CEO, PB.

12.4.8 In the Revenue Sharing Model the barter/exchange of content may also be done with the syndicating platforms, Satellite Channels, News Agencies and Digital Platforms as per the mutually agreed revenue share arrangements as per Content Sourcing Policy 2024 with approval of Prasar Bharati Management Committee on case to case basis.

12.4.9 Revenue Sharing ratio under the current policy has been set in 65:35 (Content Provider: Prasar Bharati of the net revenue. However, in case of some renowned Producer/ Director or any high value content, there may be variation in the revenue sharing ratio with the prior approval of the Prasar Bharati Board, on case to case basis.

12.4.10 Extension of any programme/content under any mode of sourcing of content can be considered on the same terms and conditions, if the programme/content is found popular in terms of ratings, with the approval of the Management Committee of Prasar Bharati.

12.4.11 The Regional Kendra of Prasar Bharati can also source the regional content on revenue share model under the various parameters defined in the Content Sourcing Policy 2024 guidelines.

12.6 Sourcing of Content for Akashvani

Sourcing process defined in this policy shall apply mutatis mutandis for sourcing of content for Akashvani.

12.7 Approval of proposals

Under the Delegation of Financial power, approval of proposal(s) may be taken from the Competent Authority as the case may be i.e. DG, DD/CEO, PB /Prasar Bharati Board.

12.8 Power to amend the Policy

Notwithstanding anything mentioned in this document Prasar Bharati Board may modify any of the provisions mentioned in this policy document time to time.



UNDERTAKING (On Stamp paper)

I/We..... S/o age.....
R/o..... do hereby solemnly declare as follows:

1. That I, am the representative of the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) M/sand is authorized to sign this undertaking.
2. That the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) does not continue 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 Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) is not debarred under Rule 151 of GFR 2017.
4. That the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) is not a defaulter of Prasar Bharati, either as an advertising agency or as Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) or in any other capacity. As on date, the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s) does not owe any money to Prasar Bharati.
5. That is solemnly declared that in case any amount is found to be outstanding against the Production House(s) / Producer(s) / Rights' owner(s) / Aggregator(s), he/she/they shall without prejudice to any other action as deemed appropriate by Prasar Bharati be liable to pay the said amount to Prasar Bharati.

Place:

Date:

Signature

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FIT FOR TELECAST/STREAMING CERTIFICATE

Name of Programme :.....

Episode Number :.....

Duration of the Programme :.....

Date of Preview :.....

Whether Fit or Telecast (Yes/No)

Remarks & Suggestion (if any):

Name & Sign of the Previewer(s)

Anurkuma

