

REQUEST FOR PROPOSAL

for

SALE OF SLOTS  
ON  
PRIME TIME OF DD NATIONAL  
NETWORK



सत्यम् शिवम् सुन्दरम्

Issued by:

Prasar Bharati

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[www.ddindia.gov.in](http://www.ddindia.gov.in)

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## IMPORTANT INFORMATION

Sr.No.	Description	Target Information
1	Reference no. of RFP	1/4/2016-P5
2	Date of upload of RFP document on Website	05.08.2016
3	Pre-bid Meeting	12.08.2016
4	Last date & Time for submission of Qualification Bids	19.08.2016 till 14.00 hours
5	Date & Time of Opening of Qualification Bids	Bids to be opened on the same day i.e 19.08.2016 at 1600 hours
6	Final List of qualified bidders (will be posted on DD's website)	30.08.2016
7	E-Auction	05.09.2016
8	Letter of Award	09.09.2016
9	Procedural formalities, agreement and PBG Submission	23.09.2016
10	Launch of Programmes	31st October 2016
11	Tender Document Fee Rs 5000 (Non-Refundable) and Processing Fee Rs 25000 (Non-Refundable)	Rs 30000 by way of crossed Demand Draft payable in the favour of "PBBCI, DG: DD, New Delhi" from any Scheduled Bank
12	Earnest Money Deposit (EMD) (In the form of demand draft/ Banker's cheque drawn in favour of "PBBCI, DG: DD, New Delhi payable at New Delhi enclosed with the qualification bid.)	<ul style="list-style-type: none"> <li>• Rs 5.0 Lakhs for each weekdays slot. Bidders may apply for one or more slots. (If applying for say 3 slots, the EMD will be Rs 15 lakhs)</li> <li>• Rs 10.00 lakhs for each weekend slots. Bidders may apply for 1 or more slots.</li> <li>• Maximum EMD Rs. 15 lakhs irrespective of any number of slots applied for as specified in clause-10 (v) of RFP document</li> </ul>
13	Contact Person for queries ( Between 1400 to 1700 hrs on working days only)	Mr. BALJU CHANDRAN, DDP Room No. 303, Doordarshan Bhawan, Tower 'A' Copernicus Marg, New Delhi-110001 Tele/Fax: 011-23386062, +91 7042259363 Email: <a href="mailto:slotsaliddnational@gmail.com">slotsaliddnational@gmail.com</a>
14	Address for Bid Submission	Facilitation Counter, Doordarshan Bhawan (Tower-A), Copernicus Marg, New Delhi-110001
15	Validity of qualification bids	120 days from the date of opening the qualification bid.

PRASAR BHARATI  
INDIA'S PUBLIC SECTOR BROADCASTER  
DIRECTORATE GENERAL: DOORDARSHAN  
COPERNICUS MARG, NEW DELHI-110001

File No: 1/4/2016-P5

DATE: 05.08.2016

REQUEST FOR PROPOSAL (RFP) FOR SALE OF SLOTS ON PRIME TIME  
OF DD NATIONAL CHANNEL THROUGH E-AUCTION PROCESS AS PER  
SLOT SALE SCHEME OF DOORDARSHAN

1. INTRODUCTION:

- a) Doordarshan on behalf of Prasar Bharati (hereinafter referred to as "DD") invites interested & experienced production houses to offer their best prices through e-auction process for the rights of telecast of their programmes on the slots of the prime time of DD National network in accordance with terms and conditions of this RFP.
- b) Doordarshan has formulated a scheme to sell slots on the prime time of DD National network through e-auction process and to outsource a part of general entertainment programmes of DD National channel to established producers.
- c) This document provides information to enable the bidders to understand the broad requirements to submit their "Qualification Bids". The bidders who qualify will be asked to participate in e-auction. The detailed scope of work is provided in Para 5 of this RFP document.
- d) Interested Bidders are expected to submit the "Qualification bids" as per instructions in Paras 10 & 11 of this RFP. The sealed proposals may be submitted at the address given in the table titled "Important Information" on or before the last date of submission of bids.
- e) Interested Bidders are advised to study this RFP document carefully before submitting their bids in response to the bid invitation. Submission of a bid in response to this invitation shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- f) DD reserves the right to reject any or all the bids in whole or part without assigning any reasons.

## 2. ABOUT DD NATIONAL CHANNEL:

- i) DD National channel is the largest terrestrial network in the world.
- ii) DD National channel is a must carry channel and is available on all DTH and cable networks including analogue and digital.
- iii) Being a Public Service Broadcaster the channel strives to further socio-economic development, promote national integration, instill a sense of unity and fraternity and inculcate scientific temper among the people.
- iv) DD National proffers a healthy mix of information, education and entertainment.
- v) All major National events like Republic Day Parade, Independence Day Celebrations, National Award Presentation ceremonies, President's and Prime Minister's address to the Nation, President's address to the joint session of Parliament, important Parliamentary debates, Railway and General Budget presentations, Question Hour in Lok Sabha and Rajya Sabha, Election results and analysis, swearing-in ceremonies, President and Prime Minister's visits abroad and visits of important foreign dignitaries to India are covered live on DD National.
- vi) Important sports events like Olympics, Asian Games, Cricket ODI Internationals involving India and other important sporting events are also telecast live.

## 3. INSTRUCTIONS TO BIDDERS:

- a) The Bidders shall be responsible for the costs associated with the preparation of their bids and their participation in the bidding process. Prasar Bharati will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- b) Tender Document Fee:  
Bidders may download Tender Document from DD's official website and submit their bids along with Demand Draft/ Banker's Cheque of an amount of Rs 5000/- (Rupees Five Thousand Only) (Non-refundable) from any scheduled bank payable at New Delhi in favor of "PBBCI, DG:DD, New Delhi". (Please note: Demand Draft /Banker cheque should be accompanied with qualification bids only.
- c) Processing Fee: The proposal shall be accompanied by a non-refundable processing fee of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of Crossed Demand Draft payable in the favour of PBBCI, DG:DD, New Delhi from any scheduled bank. (A single Demand Draft/ Banker's Cheque for Rs 30000/- covering both the Tender Document Fee and Processing Fee can also be given).

d) Pre-bid Meeting: A pre-bid meeting will be held at Conference Hall, 6th Floor, Doordarshan Bhawan, Tower 'A' , Copernicus Marg, New Delhi-110001 on the date mentioned in the table titled "Important Information" to clarify concerns of prospective bidders in respect of scope of work and any other clauses of the RFP document. Any change in the date of the pre-bid meeting will be notified on website [www.ddindia.gov.in](http://www.ddindia.gov.in) Bidders intending to participate in the pre-bid meeting must send their full contact details and queries in writing or through email at [slotsaleddnational@gmail.com](mailto:slotsaleddnational@gmail.com) at least two days before the date of the pre-bid meeting. However, Prasar Bharati reserves the right not to answer any particular query or to answer in the way it deems appropriate.

e) Completeness of response:

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

f) The response to this RFP shall be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.

g) All communications/documents submitted with the bid including a copy of this RFP and the bid documents will be signed on each page by the authorized representative of the bidder. The signature on each page of the copy the RFP document means that the bidder accepts all clauses of the RFP and accepts the terms and conditions contained therein. Non-compliance, if any, should be clearly mentioned and highlighted.

h) Amendment to the RFP Document:

At any time, prior to the date of submission of bids, Prasar Bharati may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this RFP.

The amendments, if any, shall be notified on the website [www.ddindia.gov.in](http://www.ddindia.gov.in) and these amendments will be binding on all bidders. In order to provide the prospective bidders a reasonable time to take the amendment into account in preparing their bids, Prasar Bharati may, at its discretion, extend the deadline for the submission of bids suitably.

#### 4. DETAILS OF THE SEQUENCE OF SLOTS ON PRIME TIME OF DD NATIONAL CHANNEL AVAILABLE FOR BIDDING

Slot No.	Slot Timings	Sequence of slots available for Days of the week
1.	7.30 PM to 8.00 PM	Monday to Friday
2.	8.00 PM to 8.30 PM	Monday to Friday
3.	8.30 PM to 9.00 PM	Monday to Friday
4.	9.00 PM to 9.30 PM	Monday to Friday
5.	9.30 PM to 10.00 PM	Monday to Friday
6.	10.00 PM to 10.30 PM	Monday to Thursday
7.	10.30 PM to 11.00 PM	Monday to Thursday
8.	7.00 PM to 8.00 PM	Sunday
9.	8.00 PM to 9.00 PM	Saturday & Sunday
10.	9.00 PM to 10.00 PM	Saturday & Sunday

#### NOTE:

- i. Bidders can apply for one or more sequence of slots in the same time band running over certain number of days in a week (Monday-Thursday; Monday-Friday; Saturday & Sunday)
- ii. Each sequence of slots will be e-auctioned separately.
- iii. Normally, one Production House shall not be allowed to take more than three sequences of slots out of the available sequences of slots as given above, i.e from Sr. No. 1-7 and two Slots out of the available slots as given above from Sr. No. 8- 10.
- iv. Bids can be offered for various slots applied for, but once the bidder is declared the winner of three slots (from Slot No 1 to 7), he cannot bid further for any other weekday slots. Similarly if a bidder is declared the winner of two slots (from Slot No 8 to 10), he cannot bid further for the other weekend slots.

#### 5.SCOPE OF WORK:

- a. Production of programme:
  - i. Successful bidder(s) will produce fresh programmes under category of general entertainment programmes, adhering to the programming code and all applicable laws.
  - ii. The programme must be produced originally in HD 1920x1080 format or better format and must be provided in XDCAM SD MPEG 4:2:2(Blue Ray)/Hard Disk or any other format prescribed by Doordarshan.

- iii. Duration of each slot is 30 Minutes including Free Commercial Time (FCT) of 6 Minutes as per following details:
    - Upto 24 Minutes: Programme (produced by the successful bidder)
    - 4 Minutes: Free Commercial Time (FCT) (to be marketed by successful bidder)
    - 2 Minutes: Free Commercial Time (FCT) to be retained by DD for promotion of programme or channels, for advertisements of government departments and PSUs and for public service messages.
  - iv. Successful Bidders may also purchase additional spots or commercial time from Doordarshan, depending on availability, on prevailing terms and conditions.
  - v. Successful Bidders would be free to procure advertisements from all sources within their entitlement of Free Commercial Time (FCT) with the exception of Central and State Government and PSU (Public Sector Undertaking) clients. Thus bidders will not be allowed to solicit government/PSU advertisements in their allotted 4 minutes of commercial time or in the extra time purchased by them.
  - vi. The Marketing and promotion of the programme on all platforms will be done by the bidders at their own cost.
  - vii. Successful Bidders may be offered free promos on Doordarshan channels depending upon availability of airtime.
- b. Submission of Programme:
- i) Successful Bidders will have to ensure the delivery of telecast material without commercials at least one week in advance for preview and technical clearance by Doordarshan. The delivery of final telecast copy in Blue Ray/ Hard disk with commercials along with one copy without commercials must be made at least three days prior to the date of telecast of programme. The telecast copy must be provided with dope sheet containing all details and duration of programmes and commercials.
  - ii) Successful bidders will be required to adhere to the look and feel of the channel and Doordarshan will provide necessary inputs for graphic designs and colour schemes wherever necessary. It will be the responsibility of the successful bidder to obtain all necessary packaging material before submitting its programme to avoid delay and inconvenience. Doordarshan may also ask the production House to carry graphics of upcoming programmes and super text including "COMING UP", time check, etc.
  - iii) Successful Bidders will submit storyline/storyboard and all such information pertaining to the programme to be aired.



## 6. PREVIEW OF PROGRAMME BY DOORDARSHAN:

- i) All programmes will be previewed by DD before telecast. Submission of pilot episodes may be sought in special cases, with the approval of the Empowered Committee
- ii) The title montage should not be more than 30 seconds in duration. Only programme title, episode titles (if any) may be included at the beginning of the programme. The name of the production house will appear after end credits only. End credits should not be more than 30 seconds in duration.

## 7. TELECAST AND REPEAT OF PROGRAMMES ON DD CHANNELS:

- i) No programme will go on air without approval of Doordarshan.
- ii) Successful bidder will offer fresh programmes for telecast on assigned slot of DD National network. The programmes already telecast on any Doordarshan channel or any private channel will not be accepted.
- iii) DD shall have the right to make a repeat telecast of the programme within 24 hours of the original telecast in a non-prime time slot. The Successful Bidder shall be entitled to 150 seconds of Free Commercial Time out of the total Commercial Time available with the repeat telecast, that it shall be entitled to market. The remaining Commercial Time shall be marketed by DD.
- iv) If for any reason, the repeat telecast is not made, the Successful Bidder shall not be entitled to make any claim/seek compensation.
- v) DD shall have the right to dub the programme in regional languages at its cost and make multiple telecasts of such dubbed versions in any or all DD channels during a period of one year counted from the date of the first telecast of each episode. DD will be entitled to retain the entire revenue generated out of the telecasts of the dubbed version and the producer shall have no claim either on the commercial time during such telecasts or any share in revenue thus generated.
- vi) The slots offered on DD National Network under Terrestrial Service would primarily cover the Hindi belt Markets. DD reserves the right to delink terrestrial transmitters of non-Hindi regions from DD National Network at its sole discretion.

- vii) Only Doodarshan logo will be carried during the telecast of the programme.
- viii) While slotting programmes of Successful Bidders, Doordarshan will give due regard to ensuring a balanced content composition on the channel in respect of variety in formats, genres, themes etc.

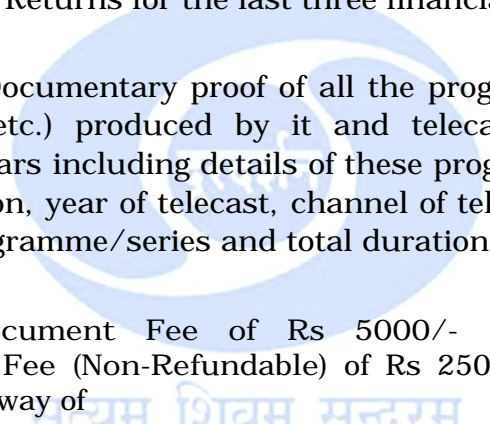
## 8. PAYMENT OF TELECAST FEE TO DD:

There will be no increase in the Slot Fee for a period of 6 months from the start of contract. However slot fees will be reviewed every six months as per ANNEXURE: A-2

## 9. ELIGIBILITY CRITERIA:

- a. The Production House should be an indian entity (individual proprietorship, partnership, company, society, trust etc.) incorporated/registered/recognized, as the case may be, under the respective applicable laws and in existence for the last 3 financial years.
- b. The Production House must have produced, for any Broadcaster(s), at least 200 hours of general entertainment programming (including Feature Films) in any Indian language that has been telecast in the last three calendar years. Applicants for weekend slots in the genres of Reality, Game, Quiz should have produced 100 hours of such content that has been telecast in the last three calendar years.
- c. It should have in regard to TV and Film production a turnover of at least Rs. 3 crores per annum in each of the last three financial years.
- d. The Production House should not be a defaulter of Doordarshan at the time of submission of the bid.
- e. For the above purpose, any Production House which owes money to Doordarshan and/or with whom any suit/arbitration is pending for recovery of outstanding dues shall be treated to be a defaulter. The decision of Doordarshan in this regard will be final and binding.
- f. Consortium will not be allowed in any form.
- g. A blacklisting order passed by the Central Govt/State Govts./ any PSU should not be in operation against a bidder at the time of the submission of the qualification bid.

## 10. DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH QUALIFICATION BID:

- i. Qualification Bid Form from the Bidder on its letter head as per Annexure-A-1, citing its intent to apply for slot/s on DD National as per the Slot Sale Scheme of Doordarshan signed by the Bidder/Authorised Signatory of the Bidder alongwith proof of Authorisation. The Bidder will also have to specify the slot/s it is applying for.
- ii. Self-attested photocopies of Certificate of Incorporation, Memorandum & Articles of Association, Partnership Deed, Trust Deed and other relevant documents as the case may be, evidencing the incorporation/creation/existence of the bidder alongwith Service Tax Registration Certificate and Annual Financial Statements & Income Tax Returns for the last three financial years, etc.
- iii. Verifiable Documentary proof of all the programmes (Agreements, Contracts etc.) produced by it and telecast in the last three calendar years including details of these programmes such as year of production, year of telecast, channel of telecast, average ratings of each programme/series and total duration of the programmes.
- iv. Tender Document Fee of Rs 5000/- (non-refundable) and Processing Fee (Non-Refundable) of Rs 25000/- i.e. a total of Rs 30000/- by way of  Crossed Demand Draft/Banker's Check payable in the favour of "PBBCI, DG: DD, New Delhi" from any scheduled bank.
- v. Earnest money Deposit (EMD) equivalent to Rs.5.00 lakhs per slot for weekdays and Rs.10.00 lakhs per slot for weekend slots subject to a maximum of Rs.15 lakhs irrespective of the number of slots applied for will be required to be submitted alongwith the Qualification Bid in the form of Demand Draft / Banker's Cheque from any Scheduled Bank payable in favour of "PBBCI, DG: DD, New Delhi" payable at New Delhi. EMD in any other form shall not be entertained.
  - a. The EMD shall be denominated in Indian Rupees only.
  - b. No interest will be payable to the Bidder on the amount of the EMD.

- c. Proposals not accompanied by EMD shall be considered as non-responsive and summarily rejected.
- d. EMD of the unsuccessful bidders will be returned at the earliest after the bidders are shortlisted for the e-auction. EMDs of successful Bidders will be returned after signing of the Agreement and submission of Performance Bank Guarantee (PBG)
- e. THE EMD MAY BE FORFEITED:  
If a Bidder withdraws his bid or decreases his quoted prices during the period of bid validity or its extended period, if any;

Or

If the successful bidder fails to submit the PBG or sign the contract within specified time.

## 11. BID SUBMISSION PROCEDURE:

- a) All the documents referred in clause 10, and Demand Drafts / Banker's Cheques of requisite amounts for Tender Document fee plus Processing fee and Earnest Money Deposit should be submitted in a sealed envelope super-scribed  
"Qualification Bid for the Slot Sale Scheme of Doordarshan vide Ref No.....". The name and address of the Production House must be mentioned at the bottom left side of the envelope. All the papers submitted must be serially numbered, indexed and authenticated by the authorized signatory.
- b) The bids shall be unconditional, firm and valid for at least 120 calendar days from the last date of submission of the bid.
- c) An application shall be considered complete only if it has been made strictly in accordance with the manner indicated above, failing which it is liable to be summarily rejected. Doordarshan will not enter into any correspondence whatsoever on the proposal once it is rejected and returned
- d) All pages of the Bid documents along with supporting documents shall be signed by the authorized person.

- e) The bids submitted by Fax/E-mail etc. shall not be considered. No correspondence will be entertained in this matter. Prasar Bharati shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents.
- f) A default by the bidder in respect of the compliance with the RFP terms & conditions will lead to rejection of the bid.
- g) Doordarshan reserves the right to reject any or all bid(s) without assigning any reason.
- h) For interpretation of any clause of this RFP, the decision of DD would be final and binding on the bidder.
- i) Last date & place of submission of bids:
  - a) Bids complete in all respects may be submitted to the “Facilitation Counter, Doordarshan Bhawan, Tower ‘A’ Copernicus Marg, New Delhi - 110001” by last date of submission given in the table titled as “Important Information” of this RFP document. Bids received after due date & time shall not be considered. Bids submitted through Post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.
  - b) Prasar Bharati may at its discretion, extend the deadline for submission of bids.

## 12. EVALUATION AND SELECTION PROCEDURE :

### I. OPENING OF BIDS:

- a) The qualification bids shall be opened in the presence of the bidders or their authorized representatives on the indicated date. The bidder’s representatives who are present shall sign an attendance sheet. Letters of authorization shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in Annexure-A-3)
- b) A maximum of two representatives for any bidder shall be permitted to attend the bid opening.
- c) The Bidder’s names, bid withdrawals and such other details, as considered appropriate by the authority, will be announced at the time of opening of bids.
- d) If the date fixed for opening of bids is declared a holiday by the authority, the revised date of opening will be the next working day.

## II. EVALUATION:

- a) The bids will first be evaluated on the basis of the eligibility criteria. The decision of Evaluation Committee in that regard would be final.
- b) Qualified Bidders, after due scrutiny of all the received bids will be shortlisted along with slots chosen by bidder for bidding in the e-auction of the prime time slots of DD National channel, as per evaluation and selection procedures.

## III. E-AUCTION:

- i. Qualified bidders will comply with all the modalities required for e-auction process as decided by DD.
- ii. On scheduled date, qualified bidders will take part in e-Auction of the slots applied by them in their qualification bids.
- iii. Authorized representatives of the qualified bidders will be offered a training programme on e-auctioning process at least one day before start of the actual auction. They will be issued User ID & Password through which they can login the e-auction portal on scheduled date and time and bid their best prices for the prime slots of DD National channel through secured e-auction portal (to be notified later).
- iv. Qualified bidders with highest quoted price (excluding taxes) for a slot shall be considered successful for that slot.
- v. The bid/quoted price (excluding taxes) cannot be less than the Minimum Reserve Price. The Minimum Reserve Price for each slot is given in Annexure -A1.
- vi. Proposals of bidders who fail to participate in the e-auction process on scheduled date and time shall be considered non-responsive and shall be summarily rejected. The EMD of such bidders would be forfeited.

## IV. AWARD OF CONTRACT:

- i. Successful Bidders will be issued Letter of Award (LOA).
- ii. Once a Production House is intimated of its successful bid through a Letter of Award (LOA), it shall be required to submit the following details/documents of its first proposed programme on allotted slot, within 2 weeks:

- a) A Performance Bank Guarantee equivalent to the Slot Fee for 120 days, from any Scheduled bank in favour of PBBICI, Doordarshan Commercial Service, New Delhi valid for 36 months with claim period of 39 months.
  - b) The concept, script and complete details of the programme to be produced by it including the estimated number of episodes.
  - c) One pilot episode of the serial/programme if so required by DD. In case of rejection of pilot or delay in preview, Doordarshan will not be responsible for the financial loss in any manner. As in case of game shows and musical reality Shows where a pilot may not be possible, the Production House may submit the design of the set along with its proposal. The design of the set will also require approval of Doordarshan before the Production House starts production of such programme.
- iii. After the consideration of the concept, script and complete details of the programme/preview of the design of the set and the pilot episode as the case may be and on being satisfied about their suitability for telecast in all respects, Doordarshan shall intimate to the Production House the exact date for the commencement of the telecast of the programme by giving it four weeks' notice to enable production and tying up of marketing sponsorship, promotion etc.
  - iv. A formal agreement will be signed between Doordarshan and the Successful Bidder within 2 weeks of issue of Letter of Award (LOA).
  - v. Any delay in submission of Performance Bank Guarantee, Signing of Agreement, etc can result in EMD being forfeited and the sale of the slot being cancelled.

### 13. COMMENCEMENT OF DELIVERABLES

- i. Successful Bidders will commence deliveries within the period prescribed in para 5 (b) (i) and commence telecast on the date intimated to it under para 12 (IV) (iii).
- ii. In case of a plea for extension of time to commence the telecast of the programme and to come on air, the request in writing may be considered for a period of two weeks provided the Production House compensates Doordarshan for revenue loss equivalent to 25 per cent of the fee of the Slot so bid for by the successful bidder for the days for which the Production House fails to come on air. Thereafter 100 per cent fee of the Slot so bid for by the successful bidder will be charged for the days for which the production house further fails to come on air. The above amount of compensation will have to be paid in advance before commencement of telecast.

Failure to compensate Doordarshan, or to come on air even after 8 weeks, would make the Production House liable for encashment of the Bank Guarantee by Doordarshan and forfeiture of the allotment altogether.

- iii. The successful bidder shall furnish to Doordarshan, a bond indemnifying Doordarshan against any claim with regard to copyright of the work used in a particular programme and covered under the Copyright Act 1957.
- iv. The successful bidders will be required to follow the above procedures for all new programmes during the period of the contract.
- v. The successful bidder must provide all requisite details of any new programmes including pilot episode, if so required, well in advance, as detailed above and obtain necessary approval before commencement of the actual telecast.
- vi. No programme or advertisement will go on air without approval of DD.
- vii. The programmes and advertisements shall conform to all applicable laws, including the Programme and Advertising Codes of Doordarshan and the Cable Television Networks (Regulation) Act, 1995 and the Rules made thereunder.
- viii. Successful Bidders will provide an undertaking regarding the acceptance of terms and conditions including adherence to all applicable laws, including the Programme and Advertising Codes of Doordarshan and those under the Cable Television Networks (Regulation) Act and the Rules made thereunder.
- ix. Violations of the Programme Code & Advertising Code will result in premature termination of the contract.
- x. Doordarshan will have unfettered right to effect a change in the schedule, without any notice in case of emergency/ extraordinary happenings including national mourning, telecast of programme of national or international importance like address to the nation by the President or the Prime Minister, Sporting Events covered under the Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007 or in cases of force majeure or reasons whatsoever beyond the reasonable control of Doordarshan. Efforts will be made by Doordarshan to intimate the resultant changes in the schedule in advance to the extent feasible.
- xi. The Successful Bidders will be compensated in the form of extension of number of days lost due to such exigencies as explained above. They will not be entitled for any other compensation.
- xii. The Successful Bidders will not be required to pay telecast fee of slots in case of non-telecast of programmes as explained above.
- xiii. The Successful Bidders will not be permitted under any circumstance to assign or sub-contract their duties,



- responsibilities, rights, liabilities and obligations
- xiv. If required, the Successful Bidders shall edit the programme/episode as suggested by Doordarshan

#### 14. CONTRACT PERIOD

Subject to satisfactory performance of programmes in terms of production & technical quality, content, viewership ratings, timely payment of dues, observance of programme code, code of commercial advertising, and applicable constitutional and legal provisions, or other terms and conditions as may be specified, the assignment of slots to successful bidders will be for a period of two years extendable by one year subject to satisfactory performance of conditions mentioned above, commencing from the date of the first telecast.

#### 15. LOCK-IN PERIOD & EXIT PLAN:

- i. Successful Bidders would have a lock-in period for a minimum period of 12 months during which they will not be allowed to exit. Exit would be possible only after completion of 12 months after serving a 3 months' notice.

#### 16. PAYMENT TERMS AND CONDITIONS:

- i. Bills will be raised by Doordarshan on a monthly basis in respect of programmes telecast during that particular month.
- ii. The Successful bidder shall be allowed credit period of 60 days counted from the first day of the month following the month of telecast.
- iii. Timely payment of dues is the essence of the agreement. Delayed payment will attract penal interest at the rate of 14.5% per annum
- iv. Doordarshan reserves the right to stop telecast of on-going programmes and terminate the agreement & encash the Bank Guarantee if the concerned Production House fails to clear dues in time.

17. **SLOT FEE HIKE:**

In the first six months, there shall be no increase in the Slot Fee, thereafter, it may be increased up to a maximum of 10% for the next block of six months on the basis of the prescribed formula in ANNEXURE:A-2 (based on the Gross Viewership in Lakhs ( GVLs of BARC).This may go upto a maximum of 15% during the 2<sup>nd</sup> year and a maximum of 25% during the 3<sup>rd</sup> year, based on the same formula.

18. **TERMINATION OF CONTRACT:**

- i. Doordarshan reserves the right to terminate the contract by serving a 3 months' notice after completion of 9 months from the date of commencement in the event of unsatisfactory performance of the programme (s) in terms of production & technical quality, content and viewership ratings.
- ii. Doordarshan reserves the right to terminate the contract at any time in the event of violation of the Doordarshan programme or advertising codes and/or the applicable constitutional and legal provisions or failure to clear dues in time or violation of the contract that shall be executed.

19. **ARBITRATION & JURISDICTION:**

- a) Any dispute between Prasar Bharati and the successful bidder arising from the agreement executed between them pursuant to this RFP shall be referred to arbitration by a Sole Arbitrator to be appointed by the Director General: Doordarshan.  
The Sole Arbitrator shall be a former Judge of the Supreme Court of India or a High Court in India. The place of arbitration shall be New Delhi. The proceeding shall be as per the provisions of the Arbitration and Conciliation Act. Each party shall bear its own costs and equally share the fees of the Arbitrator, unless the Arbitrator decides otherwise.
- b) All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi.

## 20. CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DD in relation to, or matters arising out of, or concerning the Bidding Process. DD shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DD or as may be required by law or in connection with any legal process.

## 21. MISCELLANEOUS:

- i. Force Majeure: If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Prasar Bharati as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, Prasar Bharati may at its option, terminate the contract without any obligation to compensate the Bidder.
- ii. No Prasar Bharati resources should be used for production of programme.

QUALIFICATION BID FORM.(To be submitted in the letterhead of the bidding Production House)

Ref:

Date: .....

To

Dear Sir/Madam,

Having examined the Slot Sale Scheme for ..... and after considering the scope and eligibility criteria etc., i/we the undersigned would like to apply for the following slot/s of evening primetime as per conditions laid down in the slot sale scheme.

Slot No.	SLOTS	Slot Sequence for Days of the week	Slots applied for (Yes for slots desired and No for slots not desired)	Reserve / Base Price (Rs. in Lakh)
1.	7.30 PM to 8.00 PM	Monday to Friday		2.50
2.	8.00 PM to 8.30 PM	Monday to Friday		2.50
3.	8.30 PM to 9.00 PM	Monday to Friday		2.50
4.	9.00 PM to 9.30 PM	Monday to Friday		2.50
5.	9.30 PM to 10.00 PM	Monday to Friday		2.50
6.	10.00 PM to 10.30 PM	Monday to Thursday		2.50
7.	10.30 PM to 11.00 PM	Monday to Thursday		2.50
8.	7.00 PM to 8.00 PM	Sunday		5.00
9.	8.00 PM to 9.00 PM	Saturday & Sunday		5.00
10.	9.00 PM to 10.00 PM	Saturday & Sunday		5.00

1. I/We undertake, if our bid (qualification) is technically accepted, to take part in e-auctioning of slots on prime time of DD National channel as per the modalities decided by DD subsequently.
2. I/We understand that all the technical arrangements (Computer, internet connectivity etc) required for taking part in e-auction will be arranged by us and we undertake to take part in training on the date and time decided

by DD and comply with all the modalities required for as decided by DD.

3. If our Bid is accepted, we will submit the Performance Bank Guarantee (PBG) of a Scheduled Bank for an amount as detailed in this document and sign the Agreement within two weeks from the date of issue of LoA.
4. I/We undertake to commence deliveries within scheduled time frame and to complete delivery of all the services specified in the Agreement as per schedule.
5. I/We agree to abide by this Bid for a period of 120 days from the date of opening of qualification bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Bid submitted by us/me is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. I/We agree to abide by the decision of Doordarshan regarding the acceptance of the highest or any bid, it may receive.
8. I/We have submitted the required RFP document fee and processing fee and EMD.
9. I/We have submitted all the required documents and certificates as per clause-10 of the RFP document.
10. I am not a defaulter/ we are not a defaulter of Doordarshan at the time of the submission of the bid. No amount is owed by me/us to Doordarshan. No legal Proceeding for recovery of outstanding dues initiated by Doordarshan against me/us is pending
11. No order of blacklisting passed by the Central Government/any State Government/ any PSU is in operation against me/us as on date.
12. I/We accept all the terms and conditions set out in the RFP dated 5.8.2016 issued by Doordarshan.

Dated this ..... day of ..... 2016

Name and Signature -----

In the capacity of -----

Duly authorized to sign the bid for and on behalf  
of.....

Witness .....

Address .....

Signature.....

FORMULA FOR SLOT FEE HIKE

- The bid amount /Slot Fee of the successful applicant for a 30 minutes duration will be reviewed after every six months.
- No increase in the Slot Fee for a period of 6 months from the start of the contract.
- First review for enhancement of the Slot Fee to be undertaken at the start of the third quarter of the first year and reviewed periodically thereafter on the basis of the following formula:

$$I = (GVL - B) \times IF$$

Where

I = Increment.

GVL = average GVL (Gross Viewership in Lacs of BARC) of the programme during the preceding quarter.

B = Benchmark GVL is the GVL maintained by Doordarshan in the last 3 months prior to start of the programme of that slot.

IF = Increment Factor would be 1% of the Slot Fee.

ILLUSTRATION:

Suppose the programme is being telecast in the 8.00 PM to 8.30 PM slot on

Mon - Friday where the slot fee is Rs.3.50 lacs and the Benchmark GVL for this slot is 30. After the Production House has bought this slot, performance of the programme will be reviewed in the 3<sup>rd</sup> quarter. Say, the average GVL in the second quarter comes to 40. The increment effective from 3<sup>rd</sup> quarter will be calculated as below:

$$I = (GVL - B) \times IF$$

$$\begin{aligned} \text{i.e. } I &= (40-30) \times 1\% \text{ of } 3.50 \text{ lacs} \\ &= 10 \times 3500=35000 \end{aligned}$$

This means that from 7th month onwards, the Production House will be required to pay Rs. 3.85 Lakh, per 30 minutes, as the slot fee till the end of the 12<sup>th</sup> month.

- a) The increment in the Slot Fee as mentioned in illustration above is subject to a cap of 10% of the Slot Fee during the first year of commencement of the programme.

- b) Second and third reviews will be undertaken after completion of the 12 months and 18 months respectively. Enhancement will be as per the formula given above, subject to a cap of 15% of the Slot Fee.
- c) Fourth and fifth reviews will be undertaken after the completion of 24 months and 30 months respectively. Enhancement will be as per the formula given above, subject to a cap of 25% of the Slot Fee.
- d) There will be no reduction in the bid price of the slot even if the ratings go down.
- e) The programmes offered for telecast must be fresh.
- f) The production house will provide a Performance Bank Guarantee (PBG) covering the slot fee for a period of 120 days for each slot allotted.
- g) Bills will be raised by Doordarshan on a monthly basis in respect of programmes telecast during that particular month. The Production House shall be allowed a credit period of 60 days counted from the first day of the month following the month of telecast. Delayed payment will attract penal interest at the rate of 14.5% per annum.
- h) Doordarshan reserves the right to stop telecast of on-going programmes and terminate the agreement & encash the Bank Guarantee if the concerned Production House fails to clear dues in time within the allowed credit period of 60 days

सत्यम् शिवम् सुन्दरम्

LETTER OF AUTHORISATION FOR ATTENDING THE PRE BID  
MEETING/ BID OPENING

(To be submitted before the Pre-Bid /Bid opening)

To,  
Additional Director General (DD National)  
Directorate General: Doordarshan,  
Doordarshan Bhawan, Tower 'A'  
Copernicus Marg  
New Delhi-110001

Subject: Authorization for attending pre-Bid meeting on  
\_\_\_\_\_/bid (qualification) opening on \_\_\_\_\_ in connection with  
RFP no -----

- dated .....for sale of slots on prime time of DD National channel

Dear Sir,

Following persons are hereby authorized to attend the Pre-bid /Bid  
opening for the RFP mentioned above on behalf of

\_\_\_\_\_ (Bidder) in order of  
preference given below.

Order of Preference	Name	Specimen Signatures
I	सत्यम् शिवम् सुन्दरम्	
II		
Alternate Representative		

Signatures of the bidder or  
of the Authorized Signatory

(Note: Maximum of two representatives for any bidder shall be  
authorized and permitted to attend the Bid Opening.)



SLOT SALE AGREEMENT

The Agreement is made this \_\_\_\_ day of \_\_\_\_ 2016 between:

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

AND

\_\_\_\_\_ Ltd. a \_\_\_\_\_ having its registered office at ' \_\_\_\_\_, hereinafter referred to as the PRODUCER, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and assigns of the SECOND PART.

WHEREAS

Pursuant to its Slot Sale Policy, PB had issued an RFP for sale of slots on Prime Time of Doordarshan National Channel through e-auction.

The Producer was the successful bidder for the weekday/weekend \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_-\_\_\_\_pm slot on DD National Channel having bid Rs. \_\_\_\_\_ for the slot.

Accordingly Letter of Award dated \_\_\_\_\_ was issued to the Producer informing it of its bid having been accepted and calling upon it to furnish a Performance Bank Guarantee equivalent to the Slot Fee for 120 days, from any nationalized bank valid for 36 months with claim period of 39 months.

The Producer has furnished a Performance Bank Guarantee in the sum of Rs. \_\_\_\_\_ issued by \_\_\_\_\_ Bank.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

#### RIGHTS

1. In consideration of the Slot Fee agreed to be paid by the Producer and its undertaking to adhere to the terms of the RFP dated \_\_\_\_\_ PB hereby allots the weekday/weekend \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_-\_\_\_\_pm slot on DD National Channel to the Producer for a period of two years commencing from the date of the first telecast in the Slot.
2. The allotment of the slot for a period of two years commencing from the date of the first telecast in the Slot is subject to satisfactory performance of programmes in terms of production & technical quality, content, viewership ratings, timely payment of dues, observance of programme code, code of commercial advertising, and applicable constitutional and legal provisions and adherence to the terms of this agreement by the Producer. Subject to the fulfillment of the above parameters, the contract may be extended by a period of one year by mutual consent.

#### CONSIDERATION

3. For the first six months counted from the date of the first telecast, the PRODUCER shall pay slot Fee to PB at the rate Rs\_\_\_\_\_ (exclusive of all applicable taxes applicable at any time during the contract period). All taxes shall be extra and shall be payable by the Producer.?
4. After every six months the slot fee may be increased by PB based on the viewership ratings. ?
5. First review for enhancement of the Slot Fee will be undertaken at the beginning of the third quarter of the first year and reviewed periodically thereafter on the basis of the following formula:

$$I = (GVL - B) \times IF$$

Where

I = Increment.

GVL = average GVL (Gross Viewership in Lacs of BARC) of the programme during the preceding quarter.

B = Benchmark GVL is the GVL maintained by Doordarshan in the last 3 months prior to start of the programme.

IF = Increment Factor would be 1% of the Slot Fee. ?

6. The increment in the Slot Fee will be subject to a cap of 10% of the Slot Fee during the first year of commencement of the programme(s).
7. Second and third reviews will be undertaken after completion of the 12 months and 18 months respectively. Enhancement will be as per the formula given above, subject to a cap of 15% of the Slot Fee.
8. Fourth and fifth reviews will be undertaken after the completion of 24 months and 30 months respectively. Enhancement will be as per the formula given above, subject to a cap of 25% of the Slot Fee.
9. There will be no reduction in the slot fee subsequent to its fixation, even if the ratings go down.

#### UTILISATION OF SLOTS

10. The Slot shall be utilized by the PRODUCER for telecast of new/fresh programmes to be produced by it under the category of general entertainment programmes, adhering to the programming code and all applicable laws. Programmes already telecast on any Doordarshan or private channel will not be accepted by PB.

#### PRODUCTION OF PROGRAMMES

11. The programmes must be produced originally in HD 1920x1080 format or better format and must be provided in XDCAM SD MPEG 4:2:2(Blue Ray)/Hard Disk or any other format prescribed by PB. The Programme duration shall not exceed 24 minutes.

#### SUBMISSION OF PROGRAMMES

12. The Producer shall submit to PB within the time prescribed by it:
  - a. The concept, script and complete details of the programme to be produced by it including the estimated number of episodes.
  - b. One pilot episode of the serial/programme if so required by Doordarshan. In case of rejection of pilot or delay in preview, Doordarshan will not be responsible for the financial loss in any manner. In case of game shows and musical reality shows

where a pilot may not be possible, the Producer may submit the design of the set along with its proposal.

- c. The design of the set will also require approval of Doordarshan before the Producer starts production of such programme.
- d. After the consideration of the concept, script and complete details of the programme/preview of the design of the set and the pilot episode as the case may be and on being satisfied about their suitability for telecast in all respects, Doordarshan shall intimate to the Producer the exact date for the commencement of the telecast of the programme by giving it four weeks' notice to enable production and tying up of marketing sponsorship, promotion etc.

#### COMMENCEMENT OF DELIVERABLES

13. The Producer will commence deliveries within the period prescribed by PB.
14. In case of a plea for extension of time to commence the telecast of the serial and to come on air, the request in writing may be considered for a period of two weeks provided the Producer compensates Doordarshan for revenue loss equivalent to 25 per cent of the Slot fee of the slot for the days for which the Producer fails to come on air. Thereafter 100 per cent slot fee will be charged for the days for which the Producer further fails to come on air. The above amount of compensation will have to be paid in advance before commencement of telecast. Failure to compensate Doordarshan, or to come on air even after 8 weeks, would make the Producer liable for encashment of the Bank Guarantee by Doordarshan and forfeiture of the allotment altogether.
15. The Producer shall furnish to Doordarshan, a bond indemnifying it against any claim with regard to copyright of the work used in a particular programme and covered under the Copyright Act 1957.
16. The Producer will be required to follow the above procedures for all new programmes during the period of the contract.
17. The PRODUCER will ensure the delivery of telecast material without commercials at least one week in advance for preview and technical clearance by Doordarshan. The delivery of final telecast copy in Blue Ray/ Hard disk with commercials along with one copy without commercials must be made at least three days prior to the date of telecast of programme. The telecast copy must be provided with dope sheet containing all details and duration of programmes and commercials.

18. The PRODUCER will provide to Doordarshan at its own cost, publicity material, including promos, promotional literature, episode-wise synopsis and stills (Colour and Black & White) in respect of all the episodes to be telecast, one month before the month in which the said episodes are scheduled for telecast.
19. The PRODUCER must provide all requisite details of any new programme including pilot episode, if so required, well in advance, as detailed above and obtain necessary approvals before commencement of the actual telecast.
20. The Producer will be required to adhere to the look and feel of the channel and Doordarshan will provide necessary inputs for graphic designs and colour schemes wherever necessary. It will be the responsibility of the Producer to obtain all necessary packaging material before submitting its programme to avoid delay and inconvenience. Doordarshan may also ask the Producer to carry graphics of upcoming programmes and super text including "COMING UP", time check, etc.

#### TECHNICAL REQUIREMENTS OF PROGRAMMES

21. The Producer will have to ensure the delivery of telecast material without commercials one week in advance for preview by Doordarshan. It will also ensure the delivery of final telecast copy in Blue Ray/Hard disk with commercials and one copy without commercials submitted three clear working days prior to the date of telecast for technical clearance and final telecast. The telecast copy must be provided as follows:
  - (a) XDCAM HD MPEG 4:2:2 ON Blue Ray Discs/Optical Discs format with Master tape with full mix audio on CH#1 and CH#2 and on CH#3 and CH#4 stereo audio.
  - (b) Back up tape with dialogue track on CH#1 full mixed audio on CH#2 and stereo audio on CH#3 and CH#4.
  - (c) Two copies of the enclosed run sheet duly filled in.
22. All tapes must begin with a two minutes first generation of 75%, 625/50 colour bar with 1000 Hz audio tone at 0 VU (reference for audio level followed by Doordarshan, it corresponds to +4 dbm audio signal across 600 ohm impedance at the beginning).
23. All tapes must have one continuous Time Code Track
24. Audio level of the Broadcast Master must correspond to - 20 VU = PPM 4, whatever the variation, the 0 level must correspond to PPM 4. The audio must never exceed PPM 5.

25. Programme video should meet CCIR specifications for Video and Chrominance Levels. Typically max. Luminance = 1 volt p-p with 0.7 volts of video and 0.3 volts of sync pulse. Maximum Chrominance Saturation = 100%
26. Audio level of broadcast master must correspond to 0 VU i.e. 4 dbm i.e. 4 dbu. The audio level should remain within +1 VU to –20 VU, preferably should be within 0 to –20 dBFS (relative to digital scale) throughout the tape.
27. Programme video should meet ITU (CCIR) specifications for video and chrominance levels i.e. video should be 1 volt pp across 75 ohms with 0.7 V video and 0.3 volts of sync.

PREVIEW OF PROGRAMME BY DOORDARSHAN:

28. All programmes will be previewed by DD before telecast. Submission of pilot episodes may be sought in special cases, with the approval of the Empowered Committee.
29. The title montage should not be more than 30 seconds in duration. Only programme title, episode titles (if any) may be included at the beginning of the programme. The name of the Producer will appear after end credits only. End credits should not be more than 30 seconds in duration.
30. Recapitulation or summary of previous episodes in the programme proper shall be allowed to a maximum of 20 seconds in a 30 minutes programme and 30 seconds in a 60 minutes programme.
31. Each episode of the programme will begin and end with the montage of Doordarshan.
32. Only Doordarshan logo will be carried during the telecast of the programme.
33. Only the Title of the programme can be displayed on the microphone/ set. In case of branded programmes, the producer agrees to abide by the guidelines issued by PB for regulating the carriage of brand name on the microphone during the programme.
34. No Programme/advertisement will go on air without approval of Doordarshan. If required, the Producer shall edit the programme/episode/advertisement as suggested by Doordarshan.

## REPEAT TELECAST

35.

- i) PB shall have the right to make a repeat telecast of the programme within 24 hours of the original telecast in a non-prime time slot. The Producer shall be entitled to 150 seconds of Free Commercial Time out of the total Commercial Time available with the repeat telecast, that it shall be entitled to market. The remaining Commercial Time shall be marketed by PB.
- ii) If for any reason, the repeat telecast is not made, the Producer shall not be entitled to make any claim/seek compensation.
- iii) PB shall have the right to dub the programme in regional languages at its cost and make multiple telecasts of such dubbed versions in any or all PB channels during a period of one year counted from the date of the first telecast of each episode. PB will be entitled to retain the entire revenue generated out of the telecasts of the dubbed version and the Producer shall have no claim either on the commercial time during such telecasts or any share in revenue thus generated.

## COVERAGE

36. The Producer acknowledges that slots allotted to it under DD National Network under Terrestrial Service would cover primarily the Hindi belt Markets and PB has the right to delink terrestrial transmitters of non-Hindi regions from DD National Network at its sole discretion.

## CHANGE IN SCHEDULE

37. Doordarshan will have unfettered right to effect a change in the schedule, without any notice in case of emergency/ extraordinary happenings including national mourning, telecast of programme of national or international importance like address to the nation by the President or the Prime Minister, Sporting Events covered under the Sports Broadcasting Signals (Mandatory Sharing with Prasar Bharati) Act, 2007 or in cases of force majeure or reasons whatsoever beyond its reasonable control. Efforts will be made by Doordarshan to intimate the resultant changes in the schedule in advance to the extent feasible.
38. The Producer will be compensated in the form of extension of number of days lost due to such exigencies as referred to above. They will not be entitled for any other compensation.

39. The Producer will not be required to pay telecast fee of slots in case of non-telecast of programmes in circumstances as referred to above.

#### COMMERCIAL TIME

40. Duration of each slot is 30 Minutes including Free Commercial Time (FCT) of 6 Minutes as per the following details:

##### A: Commercial Time in Slot

- a. Upto 24 Minutes: Programme (produced by the PRODUCER)
- b. 4 Minutes: Free Commercial Time(FCT)(to be marketed by the PRODUCER)
- c. 2 Minutes: Free Commercial Time(FCT) to be retained by PB for promotion of programmes or channels, for advertisements of government departments and PSUs and for public service messages

##### B: Commercial Time in repeat Telecast

150 seconds to be marketed by the Producer

210 seconds to be retained by PB

##### C: Commercial Time in telecast of dubbed versions

Entire commercial time to vest in PB

41. The Producer would be free to procure advertisements from all clients within its entitlement of Free Commercial Time (FCT) with the exception of Government and PSU (Public Sector Undertaking) clients. The PRODUCER will not solicit government/PSU advertisements in its allotted 4 minutes of commercial time.
42. The Marketing and promotion of the programme on all platforms will be done by the PRODUCER at its cost.
43. The PRODUCER may also purchase additional commercial time from PB on prevailing terms and conditions, depending on its availability.
44. The PRODUCER may be offered free promos on Doordarshan channel(s) depending upon availability of airtime.



45. The PRODUCER is authorized to hold a competition or contest within the programme or any episode of the programme. The competition or contest must be related to the contents of the programme and be held within the duration of the episode of the programme as specified in Clause 2 of the Agreement.
46. Credit for distribution of prizes in cash or kind will be part of free commercial time of the PRODUCER but shall not exceed a duration of 10 seconds. In case a complaint regarding non-delivery of the prize to the winners is established, PB will give a written notice to the Producer to ensure its delivery within one month failing which, PB reserves the right to impose a penalty equivalent to Spot Buy Rate (SBR) of DD National channel.
47. The programme content shall not be permitted to be used overtly or covertly for advertising any brand, corporate house, product/ service. The decision as to whether the programme content involves overt or covert publicity of any brand, corporate house, product/ service shall rest with Doordarshan.

#### BILLING AND PAYMENT

48. Bills will be raised by Doordarshan on a monthly basis in respect of programmes telecast during that particular month. The Producer shall be allowed credit period of 60 days counted from the first day of the month following the month of telecast.

Delayed payment will attract penal interest at the rate of 14.5% per annum. Timely payment of dues is the essence of the agreement and Doordarshan reserves the right to stop telecast of on-going programmes and terminate the agreement if the Producer fails to clear dues in time.

#### REPRESENTATIONS AND WARRANTIES

49. The PRODUCER solemnly represents and warrants that:
  - a. the programmes would be original works not telecast earlier over any channel of Doordarshan or any private channel.
  - b. it would have no objection if the programme is carried on DTH by Doordarshan with or without commercials and without any remuneration to it.
  - c. It shall comply with all the applicable laws pertaining to programmes and advertising codes as prescribed in respect of Doordarshan broadcasts, including Cable Television Networks (Regulation) Act and the Rules made thereunder.

- d. The content of each episode of the programme shall conform to the laws of the country and not offend morality, decency and the religious susceptibilities of the viewers.
- e. It shall not assign or sub-contract its duties, responsibilities, rights, liabilities and obligations to a third party.
- f. It shall not use any Prasar Bharati resources for production of the programme(s).

#### PERFORMANCE BANK GUARANTEE

- 50. At all times the Producer will maintain with Doordarshan a Performance Bank Guarantee (PBG) covering the slot fee (as applicable from time to time) for a period of 120 days for the slot allotted. In the event of any breach of the terms of this agreement Doordarshan would have the right to encash the said Guarantee. In such an event the Producer would be under an obligation to furnish a fresh Guarantee.

#### LOCK-IN PERIOD & TERMINATION:

- 51. The PRODUCER would have a lock-in period for a minimum period of 12 months during which it will not be allowed to exit or terminate the agreement. Exit would be possible only after completion of 12 months after serving a 3 month's notice.
- 52. If the PRODUCER does not exercise the exit option on the completion of first twelve months, it can only do so on completion of next six months by serving a 3 months' notice. Exercise of the exit option by the PRODUCER at any subsequent stage will be based on the same pattern.
- 53. PB reserves the right to terminate the contract by serving a 3 months' notice after completion of 12 months from the date of commencement in the event of unsatisfactory performance of the programme (s) in terms of production quality, content and viewership ratings.

PB reserves the right to terminate the contract at any time in the event of violation of the programme or advertising code and/or the applicable constitutional and legal provisions or failure to clear dues in time or violation of the provisions of this agreement.

## ARBITRATION & JURISDICTION

54. Any dispute between Prasar Bharati and the Producer arising from this agreement shall be referred to arbitration by a Sole Arbitrator to be appointed by the Director General: Doordarshan. The Sole Arbitrator shall be a former Judge of the Supreme Court of India or a High Court in India. The place of arbitration shall be New Delhi. The proceeding shall be as per the provisions of the Arbitration and Conciliation Act. Each party shall bear its own costs and equally share the fees of the Arbitrator, unless the Arbitrator decides otherwise.

All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi.

## CONFIDENTIALITY

55. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising PB in relation to, or matters arising out of, or concerning the Bidding Process. PB shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. PB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or PB or as may be required by law or in connection with any legal process.

## FORCE MAJEURE

56. If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist. The decision of Prasar Bharati as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, Prasar Bharati may at its option, terminate the contract without any obligation to compensate the Producer.

SEVERABILITY

57. If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

NOTICE

58. All notices, requests, comments and other communications under this Agreement shall be in writing in English language and shall be sent by (i) Speed Post (ii) facsimile (iii) personal delivery to the respective Parties to this Agreement at the address set forth above. In case of any change in address, phone no., fax no., e-mail address, etc, each party will notify the change to the other immediately. Each such notice given in accordance with this clause shall be deemed to have been given five (5) days after having been mailed or immediately upon transmission by facsimile (with confirmation of error free transmission).

a) Address for Correspondence with PB:

POSTAL ADDRESS:- \_\_\_\_\_,

DoordarshanBhawan-Tower 'A' दरदर्शन  
Copernicus Marg, New Delhi-110001

India

Phone/Fax: +91 11 \_\_\_\_\_

E-Mail: \_\_\_\_\_

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b) Address for Correspondence with M/s \_\_\_\_\_ Ltd

Postal Address:M/s \_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_

Contact details:

Phone: \_\_\_\_\_,

Fax: \_\_\_\_\_

Mobile: +91 \_\_\_\_\_

E-Mail: \_\_\_\_\_

COSTS ON ACCOUNT OF THE AGREEMENT

59. All the costs, charges, expenses incurred in connection with executing this agreement including stamp duty and all other disbursements shall be borne by the PRODUCER.

ENTIRE AGREEMENT

60. The Agreement constitutes the entire agreement between the parties and supersedes all prior communications, Contacts, or agreements between the parties with respect to the subject matter in this Agreement, whether oral or written. The LOA and RFP issued by PB shall be deemed to be a part of this agreement.

IN WITNESS WHERE OF PARTIES HAVE HEREIN TO SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed for and on behalf of the Prasar Bharati (PB) by: -

\_\_\_\_\_  
Name : Sh. \_\_\_\_\_

Designation : \_\_\_\_\_

In the presence of (Witness):

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Signed for and on behalf of the Producer by:

\_\_\_\_\_(Office rubber stamp)

Name : \_\_\_\_\_ (Authorised Signatory)

In the presence of (Witness):

1. \_\_\_\_\_

2. \_\_\_\_\_

Format of Performance Bank Guarantee

**In consideration of the Prasar Bharati (Broadcasting Corporation of India), (hereinafter called “Prasar Bharati”) having issued Letter of Award dated to \_\_\_\_\_ (hereinafter called the “Producer”) for the sale of weekday/weekend \_\_\_\_\_ to \_\_\_\_\_ - \_\_\_\_\_ pm slot on DD National Channel pursuant to RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by it which stipulates that the Producer has to furnish an irrevocable Performance Bank Guarantee to Prasar Bharati for an amount equal to the Slot Fee for 120 days, from any nationalized bank valid for 36 months with claim period of 39 months as security for the performance of its obligations in terms of the RFP and the Contract:**

1. We ..... (indicate the name of the Bank) (hereinafter referred to as the “Bank”) hereby affirm, guarantee and undertake to pay to Prasar Bharati any amount not exceeding the sum of Rs. \_\_\_\_\_ **/- (Rupees \_\_\_\_\_ Only), without any demur and objection whatsoever, merely against the first written demand of Prasar Bharati stating that the amount demanded therein has become due to it on account of the failure of the Producer to perform its obligations under the Contract, without Prasar Bharati needing to prove or to show grounds or reasons for demand of the sum specified therein. Any such demand made on us by Prasar Bharati shall be conclusive in all its respects, including the amount due and payable.**

2. We declare that Prasar Bharati’s demand in writing as aforesaid will be unquestionably binding upon us, our liability arising upon written demand of Prasar being absolute, unqualified and irrevocable until the sum as demanded therein is paid to Prasar Bharati in full. We hereby waive the necessity of Prasar Bharati demanding the said amount from the Producer before presenting us with the demand.

3. We undertake unconditionally and irrevocably to make payment to Prasar Bharati of the sum demanded in the aforesaid written demand, irrespective of any dispute between Prasar Bharati and the Producer under the Contract.

4. We further agree that Prasar Bharati and the Producer shall have the right, without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the Contract. No change or addition to or other modification of the terms of the contract or of any of the contract documents shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

5. This Guarantee shall also not be discharged by any forbearance or indulgence granted by Prasar Bharati to the Agency as to payment, time, performance or otherwise.

6. We waive in favour of Prasar Bharati all or any of our rights as surety, which may be at any time be inconsistent with the provisions of this guarantee.

7. Our liability under this Guarantee shall not be affected by:

- (i) any change in the status or constitution of the Prasar Bharati
- (ii) any change in our status or constitution
- (iii) any change in the status or constitution of the Agency

8. This Guarantee shall be governed in all respects by Indian law and shall be subject to the exclusive jurisdiction of Courts at New Delhi.

9. This guarantee is irrevocable and shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_, **unless extended further. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), and unless a claim in writing is lodged with us within three months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.**

**Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

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

**Name and designation of the Officer**

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

**Checklist of Essential Documents to be submitted  
along with the Qualification bid**

ELIGIBILITY CRITERIA	ESSENTIAL DOCUMENTS TO BE SUBMITTED	CHECK BOX
<p><u>Business Registration</u></p> <p>Company</p> <p>Partnership</p> <p>Proprietorship</p> <p>Trust</p> <p>Society</p> <p>Others: ..... (Proof of being in existence and doing business for last 3 financial years)</p>	<p>Self-attested photocopies of :</p> <p>A: Certificate of Incorporation, Memorandum &amp; Articles of Association, Partnership Deed, Trust Deed and other relevant documents as the case may be, evidencing the incorporation/creation/existence of the bidder</p> <p>B: Income Tax Returns and Annual Financial Statements for the last three financial years, Service Tax Registration Certificate</p>	<p style="text-align: center;"><input type="checkbox"/></p> <hr/> <p style="text-align: center;"><input type="checkbox"/></p>
<p>Minimum 200 hours of General Entertainment Programming including Feature Films in any Indian Language in last 3 calendar years</p>	<p>Verifiable Documentary proof of all the programmes (Agreements, Contracts etc.) produced by it that have been telecast in the last three calendar years including details of these programmes like year of production, year of telecast, channel of telecast, average ratings of each programme/series and total duration of the programmes</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>Turnover of at least Rs. 3 Crores per annum in the last 3 financial years in regard to TV and Film production</p>	<p>Audited Financial Statements (Profit &amp; Loss A/c and Balance Sheet) of the last 3 financial years. Certificate from Chartered Accountant certifying the amount of turnover as per the eligibility criteria in TV &amp; Film production</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p><u>QUALIFICATION BID FORM</u> to buy Slots and details of Slots applied for</p>	<p><u>QUALIFICATION BID FORM</u> as per Annexure-I of RFP</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>Acceptance of RFP terms &amp; conditions</p>	<p>RFP document signed on all pages by the Authorized Signatory of the bidding concern</p>	<p style="text-align: center;"><input type="checkbox"/></p>



<b>Tender Document Fee Rs.5000 /- (Non-Refundable) &amp; Processing fee of Rs. 25000 /- (Non-Refundable)</b>	<b>Payment of the fees as applicable vide crossed Demand Draft payable in favour of “PBBCI, Director General, Doordarshan, New Delhi”</b>	<input type="checkbox"/>
<p>Earnest Money Deposit (EMD)</p> <ul style="list-style-type: none"> <li>• Rs. 5 lakhs for weekday slots (Bidders may apply for 1 or more slots. If applying for 3 slots the EMD will be Rs.12 lakhs)</li> <li>• Rs. 10 lakhs for each weekend slots. Bidders may apply for 1 or more slots</li> </ul> <p><b>Maximum EMD Rs.15 lakhs irrespective of any number of slots applied for as specified in class-4 of the RFP document</b></p>	<b>Payment of the EMD as applicable vide crossed Demand Draft / Banker’s Cheque payable in favour of “PBBCI, Director General, Doordarshan, New Delhi”</b>	<input type="checkbox"/>



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