

PRASAR BHARATI
India's Public Service Broadcaster
Waves (OTT), Akashwani Bhawan
New Delhi

File No.: PB/WAVES/PPVmodel/2025

Dated :17.12.2025

(Comp. No.: 313697)

AMENDMENT TO THE NOTICE INVITING PROGRAMME PROPOSALS (NIPP)
under the "Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot
Framework 2025-26"

In partial modification of the Notice Inviting Programme Proposals (NIPP) dated 30.10.2025 issued under the "Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025-26", the following amendment is hereby notified:

Amendment: Submission of approved PPV agreement documents

The following necessary documents prescribed under the Pay-Per-View (PPV) framework (PPV Agreement and Annexures thereof) of updated NIPP are hereby shared with all existing and prospective content partners to facilitate submission of proposals and execution of agreements in accordance with the approved PPV framework. Kindly submit the documents timely in order to execute and process it further.

1. Agreement for onboarding of Content under Pay-Per-View (PPV) Model on WAVES OTT


Annexures for Agreement – Pay-Per-View (PPV) Model on WAVES OTT

2. ANNEXURE - I Application Form
3. ANNEXURE - II List of Document
4. ANNEXURE - III Undertaking
5. ANNEXURE - IV Authorized Signatory
6. ANNEXURE -V Tech Specifications
7. ANNEXURE -VI Indemnity Bond
8. ANNEXURE-VII Integrity Pact
9. Amendment to the NOTICE INVITING PROGRAMME PROPOSALS (NIPP) dated 08.12.2025 regarding Additional Mode of Submission of Programme Proposals on email at ppv-wavesott@prasarbharati.gov.in is also enclosed.

All above documents are enclosed for ready reference. All other terms and conditions of the NIPP remain unchanged.

This issues with the approval of the competent authority.

Enclosed as above


(Amit Tandon) 17.12.25.

DDG(Waves OTT-PPV & RSM)

AGREEMENT FOR ONBOARDING OF CONTENT UNDER PAY-PER-VIEW (PPV) MODEL ON WAVES OTT

THIS AGREEMENT is made on this ____ day of _____ 2025 by and between: **M/s _____ (Producer/Production House/Company)**, a company/firm having its registered office at _____ (hereinafter referred to as the “*Producer*”, which expression shall, unless repugnant to the context, include its successors and assigns) **of the FIRST PART;**

AND

PRASAR BHARATI (Broadcasting Corporation of India), having its registered office at Prasar Bharati Bhavan, Copernicus Marg, New Delhi – 110 001, (hereinafter referred to as “*Prasar Bharati*” or “*PB*”, which expression shall include its successors and permitted assigns) **of the OTHER PART.**

The Producer and Prasar Bharati are hereinafter collectively referred to as “*Parties*” and individually as a “*Party*.”

1. WHEREAS

1. Prasar Bharati operates *WAVES*, a national OTT platform offering video-on-demand, live streams, and public-service digital content.
2. The Producer owns or controls certain audio-visual works (“*Content*”) described in Annexure I, and has offered to license such Content to Prasar Bharati under the *Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025-26*, hereinafter referred to as “*PPV Framework 2025-26*”.
3. Prasar Bharati has agreed to onboard the said Content on a pay *per-validated-view* basis in accordance with the PPV Framework.

2. DEFINITIONS

- (i) Unless otherwise stated, terms used herein shall bear the meanings assigned in the *Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025-26*.
- (ii) “*Validated View*” means a unique user account having viewed at least 30% of the total runtime of the content on *WAVES*.
- (iii) “*Exclusive Rights*” mean that the Producer shall not license the same content to any other digital/OTT platform during the license period.
- (iv) “*Non-exclusive Rights*” mean that the Producer may simultaneously license the content elsewhere.

3. GRANT OF RIGHTS

- a. The Producer hereby grants to Prasar Bharati a license to stream, exhibit, and promote the Content on *WAVES* and affiliated PB platforms for the period specified in Clause 10.
- b. The rights may be either exclusive or non-exclusive, as indicated in *Annexure I*.

c. The license includes the right to use associated promotional materials (trailers, posters, thumbnails, subtitles, metadata, etc.) for marketing and platform curation.

4. PAYMENT TERMS

a. The Producer shall be remunerated on a per-validated-view basis as per the PPV Framework 2025-26 with the following payment structure as outlined in the policy

i). Base Pay-Per-View (PPV) Rates

Language Category	Base PPV Rate
Hindi, Tamil, Telugu, Malayalam	₹12 per validated view
Other Indian languages	₹6 per validated view

ii). Progressive Slabs for Performance Incentive

Slab	Validated Views (per calendar month)	Payout Multiplier
Slab 1	0 – 1,00,000	100% of Base PPV Rates
Slab 2	1,00,001 – 5,00,000	125% of Base PPV Rates
Slab 3	5,00,001 – 10,00,000	150% of Base PPV Rates
Slab 4	10,00,001 – 20,00,000	175% of Base PPV Rates
Slab 5	Above 20,00,000	200% of Base PPV Rates

iii). Content Attribute Multipliers

Attribute	Multiplier
Exclusive & Unreleased	×1.5
Digital + Linear Rights	×1.2
Already Available Elsewhere	×0.9
Global Territory Rights	×1.2

b. Monthly validated-view data certified by WAVES Analytics shall determine applicable slabs and multipliers. Validated views shall be counted from the date the content is made live on the WAVES OTT platform

c. Payments shall be released within 60 days of completion of monthly reconciliation and submission of tax-compliant invoice.

d. All taxes including GST/TDS shall be applicable as per law.

5. QUALITY CONTROL AND DELIVERY

a. The Producer shall deliver final HD masters (with subtitles, metadata, artwork) as per WAVES technical specifications. (As per Annexure-V)

- b. All content shall pass PB technical QC, rights verification, and legal vetting.
- c. The Producer shall ensure the content is free from any legal or moral violation and adheres to the *Programme Code* and *Advertising Code* of Prasar Bharati

6. INTELLECTUAL PROPERTY

- a. Copyright of the Content shall remain with the Producer.
- b. Prasar Bharati is granted a **time-bound license** to exploit the Content digitally (and on PB linear channels if applicable) for the agreed period.
- c. All child assets (trailers, promos, posters, etc.) shall be shared for co-terminus use.

7. REPRESENTATIONS AND WARRANTIES

(i) Each Party represents that it has full authority to enter into this Agreement, and the Producer confirms that the Content is original and free from third-party claims. The Producer shall indemnify Prasar Bharati against any such claims or damages.

(ii) The PRODUCER hereby further warrants and agrees that:

- a. The offered content, when delivered, shall be free and clear of any lien or claim by any third party including without limitation any claim by any union or guild for any residuals or re-use fees.
- b. The PRODUCER is free and has full right and authority to enter into and perform this Agreement and has neither entered into any other agreement, nor shall enter into any other agreement and/or make commitments which may come in conflict with this Agreement or in any way interfere with the full and complete performance of its obligations to PRASAR BHARATI under this Agreement and that it shall not be entitled for any compensation in connection with the offered content, other than as provided in this Agreement.
- c. The offered content shall be original and shall not be obscene, libelous, blasphemous or defamatory of any person deceased or alive or infringe the copyright, trade mark, trade name, copyright, right of privacy, property rights or any other right of any party and also will not constitute breach of contract and or any other right of whatever nature of any third party.
- d. The PRODUCER shall obtain, prior to the delivery of the content to PRASAR BHARATI, all the rights, permissions and licenses which may be required to enable PRASAR BHAARTI to exploit the content as contemplated herein without any additional cost or expense to PRASAR BHARATI.
- e. The PRODUCER further undertakes that during the pendency of this Agreement, it shall exclusively carry out its obligations towards PRASAR BHARATI with regard to the offered content.
- f. The PRODUCER does not owe any amount to PRASAR BHARATI on any count whatsoever.

8. CONFIDENTIALITY

a. Each Party shall maintain confidentiality of all commercial terms, analytics, and data exchanged under this Agreement except where disclosure is legally required or mutually agreed.

b. Each Party undertakes that it shall not reveal and shall use its best efforts to ensure that its representatives do not reveal to any third party any Confidential Information without the prior written consent of the other Party. The provisions of this Clause shall not apply to:

i. Disclosure of confidential information that is, or becomes generally available to the public, other than as a result of disclosure by or at the discretion of a Party or any of its representatives in violation of this Agreement; or

ii. Disclosure by a Party to its representatives provided such representatives are bound by similar confidentiality obligations; or

iii. Disclosure, after giving prior notice to the other Parties to the extent required under law.

iv. Neither Party, except with the prior written approval of the other Party, shall disclose or make any public or other announcements of the transaction covered by this Agreement or any terms thereof.

v. Notwithstanding the foregoing, either Party shall have the right to produce this Agreement or a copy thereof before any judicial, quasi-judicial, or public authority or the police to enforce the rights granted under this Agreement.

9. PARTNERSHIP

The PRODUCER agrees that PRASAR BHARATI has retained the PRODUCER solely for the purposes and to the extent set forth in this Agreement, and the PRODUCER shall not be considered, under the provision of this Agreement or otherwise, as having the status of a partner or agent of PRASAR BHARATI or entitled to share any of the benefits which PRASAR BHARATI may derive from the commercial exploitation of the offered content, except as specified under this Agreement.

10. INDEMNIFICATION

The PRODUCER agrees to indemnify and hold harmless PRASAR BHARATI, its employees, officers and agents from and against any claim, loss, liability or cost claimed by or becoming payable to any person, firm or corporation, including without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by the PRODUCER in this Agreement. In the event of any claim, the PRODUCER shall promptly adjust, settle, defend or otherwise dispose of such claim, at its sole cost. If the PRODUCER is found to be failing or neglecting in diligently and continuously pursuing such matters, PRASAR BHARATI may take such action on behalf of itself and/or as attorney for the PRODUCER, to adjust, settle, defend or otherwise dispose of such claim, in which case the PRODUCER hereby authorizes PRASAR BHARATI to deduct appropriate amount from any payment due to the PRODUCER; if no dues are outstanding, the PRODUCER

undertakes to pay such amount incurred by PRASAR BHARATI on cost and penalties.

11. MONITORING AND AUDIT

- a. WAVES Analytics System shall be the authoritative source for computing validated views and payouts.
- b. The Producer shall have dashboard access for quarterly audit of performance data.
- c. All disputes regarding data shall be resolved per Clause 13.

12. TERM AND TERRITORY

- a. This Agreement shall commence on the Effective Date (DD/MM/Y) and remain valid for **one (1) year** from the date of release of the Content on WAVES, unless extended mutually in writing.
- b. The license territory shall be *India and abroad* (global rights) if specified in Annexure I.

13. TERMINATION

- a. Either Party may terminate this Agreement upon the other parties' material breach of the agreement if the other party does not cure such breach within 30 days after the other parties' receipt of other parties written notice to the party of the breach.
- b. Early withdrawal of Content by the Producer before expiry of license term shall require PB's written consent and settlement of all amounts due.
- c. Upon termination, WAVES shall remove the Content within 7 days of notice.
- d. Either party may terminate this agreement without assigning any reason by providing a thirty days advance written notice to the other party.

14. FORCE MAJEURE

If any time during the continuance of the agreement, the performance in whole or in part by the Producer shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, Quarantine restriction, strikes, lockouts or acts of god, **(but not including negligence or wrong- doing, predictable/seasonal rain)** herein after refer to as events and provided of happenings of any such eventuality is given by the Producer in writing within 07 days from the date of occurrence thereof **(and it cannot be claimed ex-post facto)**, the Prasar Bharati shall by reason of such event, neither cancel this order nor shall claim for damages against the producer in respect of such non-performance or delay in performance and delivery shall be resumed as soon as practicable after such events have come to an end or ceased to exist. If the deliveries are suspended by force majeure conditions lasting for more

than 90 days, the Prasar Bharati shall have the option of cancelling this agreement in whole or part at its discretion without any liability on its part.

15. ARBITRATION

In the event of any disputes or differences arising between the Parties, out of or relating to or in connection with this Agreement and its performance, the same shall be resolved through mutual consultations between the Parties and failing which, the same shall be referred to a Sole Arbitrator to be appointed, as mutually agreed by the parties, in accordance with the Arbitration Act. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be New Delhi.

16. JURISDICTION

All disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of courts at NEW DELHI.

17. MISCELLANEOUS

i. This Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties

ii. All notices, requests, consents and other communication under this Agreement shall be in writing and shall be sent by (a) registered mail and/or email, (b) personal delivery to the respective parties at the address set forth in this Agreement. This Agreement contains the entire understanding between the Parties, and supersedes all prior understandings, if any, of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by both the Parties.

iii. No failure or delay on the part of any of the Parties relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party.

iv. In the event of any provision of this Agreement being held by a Court of Law to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.

v. The PRODUCER agrees to execute and deliver to PRASAR BHARATI all documents or do any acts which PRASAR BHARATI may reasonably deem necessary to effectuate the intent of this Agreement, and perfect the rights granted herein.

vi. The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

vii. The terms of this agreement can only be altered and/ or modified by a written agreement executed by the Parties.

IN WITNESS WHEREOF

The Parties have executed this Agreement on the day and year first above written.

For PRASAR BHARATI

Name: _____

Designation: _____

Date: _____

For Producer / Production House

Name: _____

Designation: _____

Date: _____

Witness 1: _____

Witness 2: _____

ANNEXURE-1

Application Form for sourcing of Programmes/ Films by Prasar Bharati under PPV

S.No	Particular	Details
1	Name of the applicant company/ Proprietary firm/Producer Note: Applicant Company/Partnership Firms/ Proprietary firm/ Producer should be the Right Holder of the Programme for the applied Category of Rights, Time Period and Territory.	
2	Registered Address of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
3	Work Address of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
4	Name, designation, and contact details (Mobile/Landline number) of the principal officer(s)/person(s) to be contacted	
5	Authorized Email ID for communication	
6	PAN No. of applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
7	GST Registration details of applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer	
8	Title of the Programme/Film applied	
9	Year of Production	
10	Genre of Programme/Film	
11	Original Language (s) of Programme/Film Note: Applicants shall clearly mention the original language of the programme/Film as well as all other dubbed languages if the Programme is dubbed in multiple languages.	
12	Whether Programme/Film have Subtitles	Yes/ No
13	If Yes in case of Point 13, then in how many languages	
14	Nature of Rights offered i.e. a. Digital (OTT) Rights Exclusive and unreleased b. Digital (OTT) Rights + Linear rights c. Non-Exclusive and already available on another platform d. Global Rights Note: Applicants can choose among the options given above. Rights for social media promotion for maximum duration of a clips maximum upto 120 seconds will be part of all deals.	

15	Time Period of Rights offered	
16	Territory of Rights offered i.e. (a) Global Territory (b) India Territory (c) Specific Territory (kindly mention the offered Territory)	
17	Name of the Languages for which the programme rights are offered: a. Original Language Only Specify the original language of the programme. b. Dubbed Languages Only Kindly mention the names of the dubbed languages being offered. c. Original + Dubbed Languages Kindly mention the original language along with the names of the dubbed languages being offered.	
18	Name of the languages in which the subtitled version of the Programme is being offered: a. All languages other than the original language of the programme b. Specific languages Kindly mention the names of the languages in which the subtitled content is being offered	

Declaration:

I/we -----the applicant(s) do hereby declare that the above facts are correct in all respects.

Signature of Authorized Signatory Place:

Date:

Name & Designation of Authorized Signatory (Seal of company/Proprietary firm/Produce

ANNEXURE-2

List of Documents to be Submitted with the Application

1. Link Agreement for the Content wherever the Rights owner company/Partnership Firms/ Proprietary firm/ Producer of the Content else an Affidavit by Rights owner company/Partnership Firms/ Proprietary firm/ Producer stating that He/She/They are Producer of the Content.
2. Award & Certificates (if any)
3. Synopsis of the content (film/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.
4. PAN No
5. GST Registration Certificate
6. Income Tax Returns for last 3 years
7. Balance Sheets/audited accounts for last three years.
8. 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.
9. Undertaking/ Affidavit for meeting eligibility criterion and providing correct information (Annexure –3)
10. Authority letter in respect of the person with phone no and email id authorizing to sign the application on behalf of the applicant Rights owner company/Partnership Firms/ Proprietary firm/ Producer. format attached at Annexure-4.
11. Annexure V Tech specifications
12. Indemnity Bond (Notarized) as per Annexure– 6.
13. Integrity Pact on plain paper as per Annexure– 7.

ANNEXURE-3

Format of Undertaking (On Notarized Stamp Paper of Rs. 100)

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

1. That I, am the representative of the Rights owner company/ Partnership Firms/ Proprietary firm/ Producer M/s.....and is authorized to sign this undertaking.
2. That the Rights owner company/Partnership Firms/ Proprietary firm/ Producer 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 Rights owner company/Partnership Firms/ Proprietary firm/ Producer is not debarred under Rule 151 of GFR 2017.
4. That the Rights owner company/Partnership Firms/ Proprietary firm/ Producer is not a defaulter of Prasar Bharati, either as an advertising agency or as Rights owner company/ Partnership Firms/ Proprietary firm/ Producer or in any other capacity. As on date, the Rights owner company/Partnership Firms/ Proprietary firm/ Producer 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 Rights owner company/Partnership Firms/ Proprietary firm/ Producer, 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.
6. That the information contained in the application form or any part thereof including its exhibits and other documents and instruments delivered to Prasar Bharati are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the department in its allotment process.

7. That on verification, if any of the information provided here is found to be misleading or conflicting, we are liable to be dismissed from the selection process or face cancellation of PPV during the period of offered rights and Prasar Bharati may recover the paid PPV from the Rights owner company/Partnership Firms/ Proprietary firm/ Producer.

Place:

Date:

Signature

Organization Seal:

ANNEXURE-4

Format of Certificate (For Authorized Signatories) on Letter Head

I the (Director/CEO/Partner/President/Secretary) of..... (Name of Rights owner company/Partnership Firms/ Proprietary firm/ Producer) do hereby authorize Ms./Mr./Mrs. (Name of authorized person) having authorized (email id & Mobile Number) provided below and whose signature is also set out below to represent us in connection with participation in the selection of our Programme/Film for Prasar Bharati and bind the organization by authority of its board/governing body. He/She is duly authorized to sign the application and all necessary correspondence in this regard on our behalf. His/Her explanations/statements will be binding on me/us without exception.

Authorized Signatory's

Specimen Signature:
Name:
Designation:
e-mail Id:
Mobile No.:
Organization's Seal:

Place:
Date:

Authorizing Authority

Signature:
Name:
Designation:
e-mail Id:
Mobile No.:
Organization's Seal:

ANNEXURE – V

TECHNICAL SPECIFICATIONS & ASSET DELIVERY REQUIREMENTS

1. Purpose

This Annexure outlines the mandatory technical specifications, file formats, metadata requirements, artwork standards, and delivery workflow for content being supplied by the Content Provider for ingestion, review, and publishing on **WAVES OTT**, the official OTT platform of Prasar Bharati.

The Content Provider shall ensure that all assets delivered comply with the specifications mentioned herein.

2. TECHNICAL SPECIFICATIONS

2.1 Video Specifications

Parameter	Requirement
Resolution	4K / UHD preferred; HD accepted (where applicable)
Aspect Ratio	16:9
Color Sub-sampling	4:2:2
Container Format	MOV / MP4 / MXF
Video Master	Final graded master without visible artifacts

2.2 Audio Specifications

Parameter	Requirement
Audio Mix	5.1 Surround Mix OR Stereo Mix suitable for OTT
Audio Quality	Mixed Master; distortion-free
Sync	Audio must be in perfect sync with video

3. CONTENT DELIVERY : FILES & ASSETS

3.1 Media Files (Parent Assets)

The Content Provider shall deliver:

- Full-length movie OR all episodes of the series
- Trailer / Teaser
- Audio tracks as per specifications
- Subtitles / captions (if applicable) in SRT or VTT format

All parent media assets must be uploaded to the designated S3 bucket assigned by WAVES OTT.

4. ARTWORK & GRAPHIC ASSETS (Child Assets)

The following artwork assets must be provided as per WAVES OTT standards:

Asset Type	Required Format	Notes
Posters	As per DD Artwork Guidelines	High-resolution, clean artwork
Thumbnails	As per platform templates	No text unless approved
Banners	As per required ratios	To be used for carousels/promotions
Cast & Crew Images	140×140 px	Must match metadata; clean background

The “**DD Artwork Guidelines**” document forms part of this Annexure and shall be adhered to for:

- File format
- Resolution
- Color space
- Naming conventions
- Aspect ratio

5. METADATA REQUIREMENTS

The Content Provider shall provide complete metadata in the prescribed Google Sheet format, including but not limited to:

- Title, synopsis, genre, language, year of release
- Cast & Crew details
- Ratings and certifications
- Episode-level metadata (for series)
- Runtime information

The metadata template may be accessed via the link shared by WAVES OTT.

6. DELIVERY WORKFLOW

1. WAVES OTT shall share:
 - Google Sheet metadata template
 - Artwork guidelines
 - Assigned S3 bucket credentials
2. Content Provider shall upload all:
 - Parent media files
 - Child artwork assets

- Metadata sheet
- 3. WAVES OTT Technical Team will:
 - Validate asset integrity
 - Verify technical compliance
 - Initiate ingestion into MAM/CMS
 - Facilitate internal QA and preview
- 4. Any non-compliant files must be corrected and re-uploaded by the Content Provider.

7. RESPONSIBILITY & REPRESENTATION

The Content Provider certifies that:

- All files delivered are final and technically compliant.
- All metadata and artwork are accurate and authorized for use.
- They shall cooperate with WAVES OTT Operations for ingestion, review, and corrections.

Failure to adhere to these specifications may delay publishing on the platform.

8. S3 UPLOAD GUIDELINES

The Content Provider shall follow the upload instructions shared by WAVES OTT regarding:

- Folder structure
- File naming conventions
- Upload verification
- Integrity checks (MD5 checksums, if required)

ANNEXURE–6

INDEMNITY BOND

(To be notarized on Stamp Paper of ₹100/-)

To,

M/s Prasar Bharati

New Delhi

1. This is to certify that **we are the sole and exclusive Rights Holders** (Digital/OTT and Satellite, as applicable) of the Programme titled “_____” being offered to Prasar Bharati under the **Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025–26**.

We hereby indemnify Prasar Bharati against all costs, claims, liabilities, or consequences arising from any third-party dispute, objection, or infringement claim relating to the rights of the said Programme.

2. We hereby confirm that the above Programme **has not been premiered or showcased on any other Digital Platform** (in case Exclusive and unreleased Digital Rights are being offered) or **any Television Network** (in case Digital plus Linear Rights are being offered), unless explicitly disclosed to Prasar Bharati.
3. We further certify that the Programme **has been produced within the last – years** (please specify the number of years of production), and all rights, clearances, and permissions required for offering the Programme under the PPV framework have been duly obtained.

For: _____

(Name of the Production House / Rights Owner)

Director / Partner / Authorized Signatory

(Signature & Seal)

Signature: _____

Date: _____

Place: _____

ANNEXURE-7

INTEGRITY PACT (On plain paper)

This pre-bid pre-contract Agreement, hereinafter called the INTEGRITY PACT, is made on this day of the month of _____. BETWEEN

CEO Prasar Bharati (Broadcasting Corporation of India), Prasar Bharati House, Copernicus Marg, New Delhi 110001 acting through Deputy Director General (Content Sourcing), Prasar Bharati, Doordarshan Bhawan, New Delhi-110001 hereinafter called the “**Buyer**”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the one hand,

AND

M/s _____ at address _____ acting through Sh. _____ hereinafter called the “**OFFEROR/SELLER**”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns, on the other.

PREAMBLE

WHEREAS the BUYER proposes to procure content **under** Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025-26 **of the Programme** “_____”, hereinafter referred as “_____” and has floated a **PPV NIPP** [NIPP No...], hereinafter referred to as the “**PPV NIPP**”, and the OFFEROR/SELLER is willing to offer/ has offered the _____ **and the BUYER intends to award a contract / purchase order / work order for the** _____ covered under the **PPV NIPP** hereinafter referred to the “**CONTRACT**”,

AND WHEREAS the OFFEROR/SELLER is a company incorporated in India under Companies Act, 1956/2013 or a Partnership registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) in India or Government undertaking or a Government Autonomous body and the BUYER is an Autonomous Organization of the Government of India performing its functions on behalf of the President of India.

AND WHEREAS the BUYER has appointed Independent External Monitors (IEMs) to monitor the **PPV NIPP** (amended up to date) process and the execution of the **CONTRACT** for compliance with the principles as laid down in this INTEGRITY PACT.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this INTEGRITY PACT, the terms and conditions of which shall also be read as integral part of the **PPV NIPP** (amended up to date) document and **CONTRACT** between the parties.

NOW, THEREFORE,

To avoid all forms of corruption by following a system i.e. fair, transparent and free from any influence / prejudiced dealing prior to, during and subsequent to the currency of the CONTRACT to be entered into with a view to:-

Enable the BUYER to obtain the content < **Open Proposal of the programme** “_____” at a competitive price in conformity with the defined specifications by avoiding the high cost and distortion any impact of corruption on public procurement,

And

Enable the OFFEROR/SELLER to abstain from bribing or indulging in any corrupt practices in order to secure the CONTRACT by providing assurance to the BUYER that their competitors will also abstain from bribing and other corrupt practices,

And

Enable the BUYER to prevent corruption in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this INTEGRITY PACT and agree as follows:

Article 1 – COMMITMENTS OF THE BUYER

The BUYER undertakes that no official of BUYER, connected directly or indirectly with the CONTRACT/PPV NIPP or the BUYER personally or any of his family members will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the OFFEROR/SELLER, either for themselves or for any person, organization or third party related to the CONTRACT in exchange for an advantage in the application process, proposal evaluation, contracting or implementation process related to the CONTRACT.

BUYER will, during the pre-contract stage, treat all OFFEROR/SELLERS alike, and will provide to all OFFEROR/SELLERS the same information and will not provide any such information to any particular OFFEROR/SELLER, which could afford an advantage to that particular OFFEROR/SELLER in comparison to the other OFFEROR/SELLERS.

The officials of the BUYER will report to the Independent External Monitor (IEM) with a copy to the Chief Vigilance Officer (CVO) any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such misconduct on the part of such official(s) of the BUYER is reported by the OFFEROR/SELLER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings

related to the CONTRACT process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the CONTRACT would not be stalled, unless considered necessary.

Article 2 – COMMITMENTS OF THE OFFEROR/SELLER

The OFFEROR/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding or during any pre- contract or post-contract stage in order to secure the CONTRACT or in furtherance to secure it and in particular commits himself to the following:-

The OFFEROR/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official or family member of the BUYER, connected directly or indirectly with the Biding Process, or to any person, organization or third party related to the CONTRACT in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The OFFEROR/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or family member of the BUYER or otherwise in procuring the CONTRACT or forbearing to do or having done any act in relation to the obtaining or execution of the CONTRACT or any other CONTRACT with the Prasar Bharati for showing or forbearing to show favor or disfavor to any person in relation to the CONTRACT or any other CONTRACT with Prasar Bharati.

OFFEROR/SELLER shall disclose the name and address of his agents and representatives and the Indian OFFEROR/SELLERS shall disclose his foreign principals or associates, if any.

OFFEROR/SELLER shall disclose the payments to be made by them to agents/ brokers or any other intermediaries, in connection with this **PPV NIPP /CONTRACT**.

The OFFEROR/SELLER further confirms and declares to the BUYER that the OFFEROR/SELLER is the original producer / authorised partner / Rights owner of the _____ and has not engaged any individual or firm or company whether Indian or foreign other than those Para 2.1.3 and Para 2.1.4 above, to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the CONTRACT to the OFFEROR/SELLER.

The OFFEROR/SELLER will not collude with other parties interested in the CONTRACT to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the CONTRACT.

The OFFEROR/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The OFFEROR/SELLER shall not use impropriety, for purpose of competition or personal gain, or pass on to others, any information provided by BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The OFFEROR/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

The OFFEROR/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The OFFEROR/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above in the sub clause of this Article 2.

If the OFFEROR/SELLER or any employee of the OFFEROR/SELLER or any person acting on behalf of the OFFEROR/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the OFFEROR/SELLER's firm, the same shall be disclosed by the OFFEROR/SELLER at the time of filling of proposal under PPV NIPP (amended up to date).

The term "relative" for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.

The OFFEROR/SELLER shall not lend or borrow any money or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 – PREVIOUS TRANSGRESSION, IF ANY, OF THE OFFEROR/SELLER

The OFFEROR/SELLER declares that no previous transgression has occurred in the last three years immediately before signing of this INTEGRITY PACT with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify OFFEROR/SELLER's exclusion from the selection process under the **PPV NIPP (amended up to date)**.

The OFFEROR/SELLER agrees that if it makes incorrect statement on this subject, he can be disqualified from the selection process under the **PPV NIPP** (amended up to date) or the CONTRACT, if already awarded, can be terminated for such reason.

If the OFFEROR/SELLER can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption prevention system, the BUYER may, at his own discretion, as per laid down organisational procedures, revoke the exclusion prematurely.

Article 4 – SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the OFFEROR/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the OFFEROR/SELLER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the OFFEROR/SELLER. However, the proceedings with the other OFFEROR/SELLER(s) would continue.

The Earnest Money Deposit (if any in pre-contract stage) and/or Security Deposit/ Performance Bond (if any after the CONTRACT is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

To immediately cancel the CONTRACT, if already signed, without giving any compensation to the OFFEROR/SELLER.

To recover all sums already paid by the BUYER, and in case of an Indian OFFEROR/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of an OFFEROR/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the OFFEROR/SELLER from the BUYER in connection with any other CONTRACT for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the OFFEROR/SELLER, in order to recover the payments already made by the BUYER, along with interest.

To cancel all or any other contracts with the OFFEROR/SELLER. The OFFEROR/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the OFFEROR/SELLER.

Registration of suppliers and their eligibility to participate in Procurement Entity's procurement is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts.

A OFFEROR/SELLER shall be debarred if he has been convicted of an offence:

- Under the Prevention of Corruption Act, 1988; or
- Under the Indian Penal Code or any other law for the time being in force, for causing a threat to public health as part of execution of a public procurement contract.

A OFFEROR/SELLER debarred under sub-section (i) or any successor of the OFFEROR/SELLER shall not be eligible to participate in a procurement process of any procuring entity of Prasar Bharati for a period not exceeding three years commencing from the date of debarment.

Buyer may debar a OFFEROR/SELLER or any of its successor, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the OFFEROR/SELLER has breached the code of integrity.

Prasar Bharati will maintain such list of debarred OFFEROR/SELLER which will also be displayed on its website.

The OFFEROR/SELLER shall not be debarred unless such OFFEROR/SELLER has been given a reasonable opportunity to represent against such debarment.

To recover all sums paid in violation of this INTEGRITY PACT by the OFFEROR/SELLER to any middlemen or agent or broker with a view to securing the CONTRACT.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the OFFEROR/SELLER, the same shall not be opened.

The BUYER will be entitled to take all or any of the actions mentioned at Paras 4.1.1 to 4.1.9 of this INTEGRITY PACT also on the Commission by the OFFEROR/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the OFFEROR/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of BUYER to the effect that a breach of the provisions of this INTEGRITY PACT has been committed by the OFFEROR/SELLER shall be final and conclusive on the OFFEROR/SELLER. However, the OFFEROR/SELLER can approach the IEM(s) appointed for the purposes of this INTEGRITY PACT.

Article 5 – INDEPENDENT MONITORS

THE BUYER has appointed an Independent External Monitor (hereinafter referred to as “MONITOR”) for this INTEGRITY PACT in consultation with the Central Vigilance Commission. The names and contact details of the Monitor are:

Smt. Meenakshi Mishra, IA & AS (Retd).

Email: pcmishra@hotmail.com

Shri Alope Pasad, IPS (Retd).

Email: alokewa@gmail.com

The task of the MONITOR shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

The MONITOR shall not be subject to instructions by the representatives of the parties and shall perform his functions neutrally and independently. He will report his findings to Chief Executive Officer, Prasar Bharati (CEO, PB).

Both the Parties accept that the MONITOR has the right to access, without restriction, all the documents relating to the Project/ procurement, including minutes of meetings.

The OFFEROR/SELLER accepts that the MONITOR has the right to access, without restriction, all Project documentation of the BUYER including that provided by the OFFEROR/SELLER. The OFFEROR/SELLER will also grant the MONITOR, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors of the OFFEROR/SELLER. The MONITOR shall be under contractual obligation to treat the information and documents of the OFFEROR/SELLER and his Subcontractor(s) with confidentiality.

The BUYER will provide to the MONITOR sufficient information about all meetings among the parties related to the Project/ procurement provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the MONITOR the option to participate in such meetings.

As soon as the MONITOR notices, or believes to notice, a violation of this INTEGRITY PACT, he will so inform the Authority designated by the BUYER with a copy to CVO, PB and request them to discontinue or take corrective action, or to take other relevant action. He will also inform separately to CEO, PB with copy to CVO, PB. The MONITOR can in this regard submit non-binding recommendations. Beyond this, the MONITOR has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The MONITOR will submit a written report to the CVO, PB within 4 to 8 weeks from the date of reference or intimation to him by the BUYER or OFFEROR/SELLER and, should the occasion arise, submit proposals for correcting problematic situations.

If the MONITOR has reported to the CEO, PB and CVO, PB a substantial suspicion of an offence under the relevant IPC/PC Act and they have not, within reasonable time taken visible action to proceed against such offence, the MONITOR may also transmit the information directly to the Central Vigilance Commissioner.

Article 6 – FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this INTEGRITY PACT or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the OFFEROR/SELLER and the OFFEROR/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 7 – LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Article 8 – OTHER LEGAL PROVISIONS/ ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

Any dispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT and/or any action taken by the BUYER in accordance with this INTEGRITY PACT or interpretation thereof shall not be subject to arbitration.

Both the parties agree that this INTEGRITY PACT has precedence over the PPV NIPP (amended up to date)/ CONTRACT documents with regard to any of the provisions covered under this INTEGRITY PACT.

Article 9 – VALIDITY

The validity of this INTEGRITY PACT shall be w.e.f. the date of its signing and shall extend up to 5 (five) years or during the complete execution of the CONTRACT to the satisfaction of both the BUYER and the OFFEROR/SELLER, including warranty period, whichever is later.

For unsuccessful OFFEROR/SELLERS at the selection process / pre-contract stage, this INTEGRITY PACT shall expire after six (06) months from the date of signing of the CONTRACT.

Should one or several provisions of this INTEGRITY PACT turn out to be invalid, the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

If any claim is made/ lodged during the validity period of the INTEGRITY PACT, the same shall be binding and continue to be valid despite the lapse of INTEGRITY PACT as specified above.

The parties hereby sign this INTEGRITY PACT at _____ on _____.

(For & On behalf of Prasar Bharati)

Office Seal

(Signature)

(For & On behalf of OFFEROR/SELLER)

Office Seal

(Signature)

Place: _____ Date: _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

PRASAR BHARATI
India's Public Service Broadcaster
Waves (OTT), Akashwani Bhawan
New Delhi

File No.:PB/WAVES/PPVProposals/ 2025

Dated :08.12.2025

(Comp. No.:313995)

AMENDMENT TO THE NOTICE INVITING PROGRAMME PROPOSALS (NIPP)
under the "Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot
Framework 2025-26"

In partial modification of the Notice Inviting Programme Proposals (NIPP) dated 30.10.2025 issued under the "Prasar Bharati Pay-Per-View (PPV) Content Sourcing Policy Pilot Framework 2025-26", the following amendment is hereby notified:

Amendment : Additional Mode of Submission

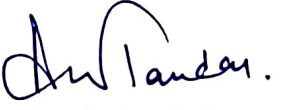
Clause 4(a) of the NIPP shall be read as under:

4(a). The producer shall submit their proposal on the WAVES e-Bazaar portal at <https://dash.wavesbazaar.com/signup>.

In addition, and until the integration of the Prasar Bharati Content Sourcing Portal with the WAVES e-Bazaar system becomes fully functional, producers may also submit their Programme Proposals by email at ppv-wavesott@prasarbharati.gov.in, after completing their registration on the WAVES e-Bazaar portal.

All other terms and conditions of the NIPP remain unchanged.

This issues with the approval of the competent authority.


(Amit Tandon)

DDG(Waves OTT-PPV)