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PART II

Statutory Notifications (S.R.O.)

GOVERNMENT OF PAKISTAN
PAKISTAN ELECTRONIC MEDIA REGULATORY AUTHORITY (PEMRA)

NOTIFICATION

Islamabad, the 20th March, 2025

PEMRA (ELIGIBILITY CRITERIA, BIDDING PROCEDURE FOR DIRECT TO HOME (DTH) DISTRIBUTION SERVICE LICENSING) REGULATIONS-2016 AS AMENDED IN 2025

S. R. O 606 (I)/2025.—The Pakistan Electronic Media Regulatory Authority (PEMRA) in exercise of its powers conferred under Sections 4, 18 and 19 of the PEMRA Ordinance - 2002 as amended by the PEMRA (Amendment) Act, 2023 read with all other enabling provisions of the Ordinance and PEMRA Rules as amended from time to time hereby notifies the PEMRA (Eligibility Criteria and Bidding Procedure for Direct to Home (DTH) Licensing) Regulations -2016 as amended in 2025:

Price : Rs. 60.00

[632(2025)/Ex. Gaz.]

1. **Short title and commencement.—**(1) These regulations shall be called PEMRA (Eligibility Criteria and Bidding Procedure for Direct to Home (DTH) Licensing) Regulations -2016 as amended in 2025.

(2) These shall come into force at once.

2. **Definitions.—**(1) Terms and expressions used herein shall have, unless it appears repugnant to the context or provided otherwise, following meanings:

(a) "advertisement" means a set of visual and audio messages for the projection of a product, service, or idea with the object of propagating sale, purchase or hire of the product, service or idea for creating other related effects;

(b) "annual fee" means the fee mentioned in row 7 of the table contained in **Schedule-F** or as may be determined by the Authority from time to time;

(c) "application form" means the application form as contained in **Schedule-A;**

(d) "applicable licence fee (ALF)" means the fee prescribed by the Authority through these regulations or determined through bidding or as given in row 2 of the table contained in **Schedule-F;**

(e) "Authority" means the Pakistan Electronic Media Regulatory Authority (PEMRA) established under section 3 of the Ordinance;

(f) "base price" means the minimum fee determined by the Authority from time to time for the purpose of conducting bidding for the DTH license or as provided in row 1 of the table contained in **Schedule–F**;

(g) "basic service" means the channels of national broadcasters, non-commercial educational channels licenced by the Authority and such other free to air television channels as determined by the Authority to be distributed by the DTH Licensee to its subscribers, along with channels that the licensee may decide to include, against a monthly subscription fee at a subscription fee not higher than the maximum fee prescribed by the Authority;

(h) "broadcast station" means physical, technical and software infrastructure for the operation of radio or television and also includes satellite uplinking from ground, repeaters and all such other accessories;

(i) "bundled scheme" means a scheme offered by a DTH operator for CPE at specified rate which include the charges for TV channels or bouquets of TV channels for specified period.

(j) "catch-up TV" means the enablement for users to view programs, that they missed, through a two-way connection using a hybrid set-top box connected to an interactive network;

(k) "channel" means the set of frequencies that a broadcast station occupies for broadcasting;

(l) "code" means the code of conduct for electronic media prescribed by the Authority;

(m) "company" means a company as defined in the Companies Act 2017 (XIX of 2017);

(n) "Commercial Interoperability" provides for an exit option to a subscriber in case he wishes to change the operator and avail the services from another DTH operator for any reason without duplication of investment.

(o) "copyright" means copyright as defined in the Copyright Ordinance 1962 (XXXIV of 1962);

(p) "customer premises equipment (CPE)" means equipment at the subscriber's end for receiving the DTH service, which includes satellite dish antenna, LNB, Set-Top-Box, coaxial cable, connectors, etc.;

(q) "DTH Service" means Direct to Home distribution of audio-visual signals received via satellite to small dish antennas across the footprint of the satellite directly to subscribers;

(r) "decryption or decoder equipment" means a device used for decrypting or decoding a television channel for carriage by the DTH operator;

(s) "eligible channels" means a TV channel licensed by the Authority uplinked from within Pakistan or otherwise declared to be eligible for reception and distribution in the country;

(t) "encrypted" means treated electronically or otherwise for the purpose of preventing intelligible reception by unauthorized persons;

(u) "foreign company" means a company or body corporate organized, and registered under the laws of a foreign government;

(v) "foreign content" means the content that is produced under the creative control of foreigners, foreign company or foreign broadcaster;

(w) "foreign broadcasting service" means a broadcasting service which is uplinked from outside Pakistan and is down linked / received in Pakistan;

(x) "frequency" means the frequency of the electromagnetic waves measured in Hertz and used for transmission;

(y) "genre EPG (Electronic Programme Guide)" means the facility provided to subscribers to browse the program guide by content genre;

(z) ''gross revenue" means the total revenue receipts including the advertisement revenue from thematic channels (except for sales and rentals of set-top boxes, if any) calculated before realizing the expenses or liabilities;

(aa) "head-end" means a set of equipment for receiving and retransmitting the terrestrial and satellite TV channels for re-transmission or distribution at a specific location;

(bb) "licence" means a licence issued by the Authority to establish and operate a broadcast media or distribution service;

(cc) "licensee" means a person or company to whom the Authority has issued a Licence; unless noted otherwise, this refers to the company that is awarded the DTH licence governed by the present regulations;

(dd) "lock-in-period" means minimum period for which a subscriber shall be obliged to take the service from DTH operator.

(ee) "must-carry channels" means the channels of national broadcasters, non-commercial educational channels licensed by the Authority and such other free to air television channels as determined by the Authority to be distributed by the DTH Licensee to its subscribers as part of the basic service;

(ff) "ordinance" means the Pakistan Electronic Media Regulatory Authority Ordinance, 2002(XIII of 2002) as amended by PEMRA Amendment Act 2023;

(gg) "pay TV channel" means a TV channel for which fee is to be paid to the broadcaster or its authorized distributor for its reception;

(hh) "programme" means the systematic broadcasting of visual or sound images by a broadcast station but does not include an advertisement;

(ii) "pushVoD (Video on Demand)" means a service whereby encrypted content is pushed in the background to the hard drive of a set-top box when there is free bandwidth, and the content is then offered as paid video-on-demand service to subscribers;

(jj) "regulations" means the regulations made under the Ordinance.

(kk) "rules" means the rule made under the Ordinance.

(ll) "satellite TV" means broadcast of content through satellite for reception of viewers on television through various means;

(mm) "set-top-box (STB)" means a device for selectively receiving and decoding channels through DTH service whose output is connected to a television receiver;

(nn) "schedule recording" means the facility provided to subscribers to get content recorded on the hard drive of their set-top box, usually from the electronic program guide;

(oo) "series linking" means the facility provided to subscribers to get complete series recorded on the hard drive of their set-top box, usually from the electronic program guide;

(pp) "schedule" means the schedule annexed to these regulations;

(qq) "subscriber equipment" means equipment installed at subscriber's premises for receiving the television or DTH service signal;

(rr) "subscription fee" means the fee prescribed for receiving a broadcast or distribution (DTH) service by a subscriber;

(ss) "uplinking" means transmission of an audio-video signal from a ground transmission facility to a satellite, in order to transmit any programme within or outside Pakistan;

(tt) "subscriber management system" means a combination of hardware and software used in DTH to control the services of a subscriber, including individual television channel;

(uu) "thematic channel" means channels carried by the DTH Licensee and transmitted exclusively through its DTH service; the content to be aired over these channels shall be copyrighted pre-recorded local or international content including movies, dramas, educational programmes, entertainment programmes, recorded sports content, weather updates and kids programmes. The content shall be in accordance with the code of conduct given in the Rules. The thematic channels shall not be regular satellite television channels, the percentage of content aired on thematic channels in 24 hours shall be as given in Regulation 9;

(vv) "value-added service" means any service provided by the DTH Licensee in addition to the provisioning of basic service or linear television channels;

(ww) "VOD (Video on Demand)" means the facility provided to subscribers to view content on demand from a video library made available by the DTH licensee;

(2) Words and phrases used but not defined herein, unless the context otherwise requires, shall have the meanings assigned to them in the Ordinance, the rules and regulations made thereunder.

3 Scope of the DTH Licences:

3.1 The Licensees shall be authorized to establish and operate a DTH Distribution Service by uplinking a single beam from within Pakistan.

3.2 The Licensee shall be authorized under the Licence to uplink eligible television channels / FM radio channels to a designated registered satellite for direct distribution to subscribers in the whole of Pakistan.

3.3 The Licensee shall offer a DTH service that covers the whole of Pakistan and provide access to every citizen / subscriber without discrimination on payment of a subscription fee.

3.4 The Licences shall be valid for a period of fifteen (15) years, on a non-exclusive basis, starting from the date of issuance by the Authority, unless terminated earlier for default, insolvency, non-compliance or violations of PEMRA Laws and non-payment of license fee and annual fee etc.

3.5 The License may be renewed for similar term subject to payment of all applicable fees. The licensee can apply for renewal thirty six (36) months before the end of the Licence validity, which shall be processed by the Authority as per law.

4. Eligibility Criteria for Applicants:

4.1 Each applicant must be a company that has been registered with the Securities and Exchange Commission of Pakistan (SECP) under the Companies Act 2017.

4.2 An applicant company shall not control, directly or indirectly, more than one DTH licence.

4.3 Applicants must have a minimum paid-up capital of Rs. 100 Million.

4.4 The applicant company shall demonstrate that it has sufficient financial and technical resources to launch, establish and operate the DTH Distribution Service.

4.5 Applicants shall have less than 50% of the shares owned or controlled by foreign nationals/companies, if any, without management or control vested in foreign nationals or companies. The Chief Executive Officer of the applicant company shall be resident Pakistani.

4.6 The object clause in the Memorandum & Article of Association of the applicant company shall allow entry into the business of electronic media / DTH service.

4.7 The applicant company or any of its directors/shareholders must not be defaulter of PEMRA, any financial institution, tax authorities or any organization of the Government of Pakistan or any provincial/regional government.

4.8 Applicants shall not be funded or sponsored by a foreign government or organization, in accordance with Section 25 (d) of PEMRA Ordinance 2002 (Amendment Act, 2023).

4.9 The applicant, directly or indirectly, already holding any licence(s) issued by the Authority, shall not be eligible for grant of licence unless all outstanding dues in respect of such licence(s) have been paid.

4.10 Any director or shareholder of one Applicant Company shall not be a director or shareholder in any other applicant company for DTH Distribution Service Licence.

4.11 The applicants must not already be a licensee who owns, controls or operates directly or indirectly any broadcast media licence or landing rights permission, in compliance with PEMRA Rules as amended from time to time.

4.12 The applicant company must comply with the relevant provisions of the PEMRA Ordinance 2002 (Amendment Act 2023), PEMRA Rules as amended from time to time, DTH regulations and terms & conditions of licence as amended from time to time.

4.13 The Applicant shall demonstrate that it will contribute to the economic and social objectives such as promoting Pakistani culture and ideology, local programming content, generating economic activity and direct and indirect employment, attracting private sector investment and foreign direct investment (FDI) in electronic media, and growth of relevant manufacturing sector(s).

4.14 The applicant shall submit an undertaking to the effect that all information submitted along with the application is true and nothing has been concealed or misrepresented therein. Any concealment of facts or misrepresentation revealed subsequently may result in consequent disqualification of the applicant and / or cancellation of licence, as the case may be.

4.15 The applicant company shall undertake to abide by the bidding procedure.

4.16 The applicant shall demonstrate prospects of technical progress & introduction of new technology.

4.17 The applicant shall demonstrate market advancement such as improved service feature or market concepts.

4.18 The applicant shall demonstrate universal service objectives.

5 Documents Required:

The applicant company shall submit following documents:

5.1 Duly filled application form **(Schedule-A);**

5.2 Board Resolution of the applicant company authorizing filing of the application for grant of DTH licence.

5.3 Certificate of Incorporation from SECP, Statutory Returns, Memorandum & Articles of Association and Forms regarding ownership/management of the applicant company e.g. Form A, Form 29, Form 3, etc. and where applicable, those of the holding company, of any shareholding company in the applicant company etc.

5.4 Copy of NTN certificate of the applicant company and where applicable, that of holding company or of any shareholding company.

5.5 A description of the applicant company's ownership and control structure, and where applicable", that of its holding company, of any shareholding company etc.

5.6 Names, detailed CVs and NTN & filer certificates of the Directors and shareholders of the applicant company and where applicable, those of the holding company and the documentary evidence that the applicant company and its Directors are active tax filers.

5.7 Attested copies of CNICs of Directors and shareholders and Passports of the Directors (in case of foreigners).

5.8 A description of the broadcast /distribution experience of the company and its Directors / shareholders / management if any.

5.9 Summary of other businesses of the applicant company, if any.

5.10 The last two years of audited accounts / audited financial statements and annual reports of the applicant company including, where applicable, those of its holding company, of any shareholding company etc.

5.11 Bank statement of the company for the recent one year or in case of new company, proof of bank account of the company and updated bank statements for the period since the opening of bank account to

the date of filing the application and the bank statements of the Directors / shareholders of the company for the last one year.

5.12 Income tax returns of the applicant company for last two years; if not applicable, the tax returns filed by Directors/shareholders, shareholding company etc. for the last two years.

5.13 A summary of the services the company intends to provide, including value-added, interactive services other than the basic TV and Radio services.

5.14 Proposal regarding various subscription packages including proposed tariff etc.

5.15 A description of the financial capability of the company.

5.16 Financial feasibility containing information as per application form.

5.17 Technical feasibility containing information as per application form.

5.18 Description / demonstration of the requirements given in clause 4.13 & 4.16 to 4.18 above.

5.19 Demand Draft or Pay Order in favour of PEMRA amounting to rupees FIVE HUNDRED THOUSAND (PKR 500,000/-) as application processing fee, which shall be non-refundable.

5.20 Certificate of tax clearance from FBR OR undertaking on stamp paper for tax clearance & tax filer / documentary evidence of being active tax payer of the applicant company & its Directors/ shareholders.

5.21 Affidavit of applicant company that neither the applicant company nor any of its directors or shareholders are defaulter of PEMRA, any financial institution or government organization and tax authorities & that the company or any of its Directors / CEO has never been blacklisted **(Schedule-B);**

5.22 Affidavit of applicant company that it shall abide by all PEMRA Laws, the Rules, Regulations, Code of Conduct, licence terms & conditions and directions issued by the Authority from time to time **(Schedule-C);**

5.23 Affidavit of the applicant company that neither the applicant company nor any of its Directors or shareholders are directly or

indirectly owning, controlling or operating broadcast media license or landing rights permission in compliance with PEMRA Rules as amended from time to time (**Schedule-D**);

5.24 Affidavit that the applicant company is in compliance with Section 25 of the PEMRA Ordinance 2002 (Amendment Act 2023) **(Schedule-E).**

5.25 Affidavit to the effect that all information submitted along-with the application are true and nothing has been concealed or misrepresented therein. Any concealment of facts or misrepresentation revealed subsequently may result in disqualification of the applicant and or cancellation of licence **(Schedule-I).**

5.26 Soft copy of the application form along with required documents.

6. **Commercial Interoperability:**

6.1 Supply and Installation of the Set Top Box:

i. Every DTH operator shall, on its website, specify the price of all types of the Set Top Boxes (STB) offered.

ii. DTH Licensee may specify a lock-in period which shall not exceed twelve months.

iii. Refund on surrender of connection: DTH operator shall enable its subscribers to return the Set Top Box in all schemes and for all types of Set Top boxes.

iv. There shall be no obligation on DTH operator to accept return of the Set Top Box if it is tampered with or is not in working condition at the time of return.

v. On return of the STB by the subscriber, DTH Licensee shall refund,—

(a) if the STB has been acquired under the standard scheme or any other scheme, the total depreciated value of the said equipment;

(b) if the STB has been acquired under rental scheme, subscriber wilt get back the security deposit.

(c) if the STB has been acquired under bundled scheme, in addition to the refund towards STB specified in para v (a), the balance amount for the bundled programmes after deducting the charges for the number of completed month(s) and part thereof for which DTH services were availed by the subscriber by applying average monthly charge for such programmes:

Provided that DTH Licensee may deduct additional one month average charge for surrender of connection before the expiry of the specified period for the bundled scheme:

Provided further that if a subscriber surrenders his connection within the lock-in period, DTH Licensee may deduct the amount of depreciation of the value of the STB and the average monthly charge for the bundled programmes till the date of surrender.

vi. The depreciation on the price of the STB specified by DTH Licensee shall be calculated using straight line method at the rate of 2.7778% for every completed month or part thereof.

vii. Every DTH Licensee shall provide facility for registration of request of the subscribers for surrender of the connection through its call center.

viii. Every DTH Licensee shall, within seven days of receipt of request from the subscriber collect the STB from the premises of the subscriber.

ix. Every DTH Licensee shall, within fifteen days of receipt of the STB, ensure payment of the refund amount.

x. The subscriber may surrender the STB at the designated center of the service provider and in that case DTH Licensee shall not charge any collection charge.

xi. DTH Licensee shall not deduct any other charge from the amount refundable to the subscriber on return of the STB.

xii. There shall be no obligation on DTH Licensee to make any payment on return of STB after it has been used by the subscriber for three years.

6.2 Publication:

i. DTH Licensee shall, before entering into subscription agreement with the subscriber, explain to the subscriber details of all the schemes for acquisition of STB and take the declaration of the subscriber on subscription agreement acknowledging that details of the schemes have been explained to him.

ii. DTH Licensee shall display the refund table along with corresponding scheme on its brochure and also make the same available on its website.

6.3 Technical Standard of STB:

The STBs shall be required to comply with the technical specifications & standards for STBs of DTH as adopted or prescribed by the Authority from time to time.

6.4 Repair and maintenance of STB:

i. DTH Licensee shall, at the time of entering into subscription agreement with the subscriber, provide the details of repair and maintenance services to be provided to the subscriber.

ii. No repair/maintenance charges are permissible from subscribers on rental scheme. DTH operators shall cater for free maintenance and repairs of STBs after installation/activation. However, the operator may levy repair charges in case where the cause of damage to STB is attributable to the subscriber.

6.5 The Authority may issue detailed guidelines if deemed appropriate.

7 **Encryption** used by DTH licensee shall be different from any other local or foreign DTH Licensee and must be unique to the licensee for its DTH service in Pakistan. Set top boxes or any other devices used for receiving foreign DTH services shall not be used by licensee.

8 Satellite Capacity:

The Right of First Refusal (ROFR) for provisioning of satellite capacity/bandwidth/service shall rest with M/s PAKSAT INTERNATIONAL, which shall provide / make necessary arrangements for provisioning of satellite capacity / bandwidth / service

to DTH licensees within a period of six (6) weeks from the date of receipt of such application. Otherwise, the DTH licensees shall be free to avail the satellite services from other registered satellite operators, subject to NOC /clearance from PEMRA.

9 Thematic channels:

9.1 The DTH Licensee will be initially allowed to relay upto five (5) thematic channels. The content to be aired over the thematic channels shall be copyrighted pre-recorded local or international content including movies, dramas, educational programmes, entertainment programmes, recorded sports content, kids programmes, weather update etc. The content shall be in accordance with the Electronic Media (Programmes and Advertisements) Code of Conduct, 2015, given in the Rules. The thematic channels shall not be regular satellite TV channels. There shall be no live coverage of any event and there shall be no content related to news & current affairs, talk show', religion, speeches or sermons etc. The breakup of 24 hours broadcast / content with repeat(s) to be relayed over each thematic channel shall be as follows:

i. Indigenous & locally produced Pakistani Content in Urdu, any other local or English Language; minimum limit: 45%

ii. Advertisement; maximum limit: 20%

iii. Foreign content (other than Indian); 27%

iv. Public Service Messages; in each hour; mandatory: 2% (i.e. 1 minute 12 Seconds/hr)

v. Children content (local or foreign; other than Indian); minimum limit: 6%

9.2 The thematic channels shall not be regular satellite television channels.

10 Fee including base price, applicable licence fee and annual fee:

Detail of fee including base price, annual fee, security deposits, taxes etc. for DTH licence shall be as given in **(Schedule-F)** or as determined by the Authority from time to time.

11 **Shortlisting of Applicant Companies:**

11.1 The applicant companies shall be shortlisted as per the above criteria as per provisions of PEMRA Laws on the basis of the documents/information provided by them. Incomplete applications may not be entertained.

11.2 Shortlisting of applicant company, however, shall not guarantee grant of licence. The licence shall be granted to the successful bidders only after fulfillment of all legal requirements, approval of Authority and payment of requisite fees and taxes.

11.3 Shortlisting does not include, public hearing, provincial concurrence etc. These shall be done for all shortlisted applicants after completion of the bidding process and before grant of the licence.

11.4 PEMRA reserves the right to seek any information and clarification or any additional documentation from any applicant company or its shareholding or holding / parent company within such time as it may deem fit. If the applicant company fails to provide such information & clarification within the stipulated time, its application may be rejected without any further processing.

11.5 The shortlisted applicant companies shall be invited to participate in the bidding. The applicant company shall participate in the bidding as per bidding procedure given in regulation 12 below.

12 Bidding Procedure:

12.1 Shortlisted companies that participate in the bidding shall provide a separate Power of Attorney, on stamp paper and executed, notarized, witnessed, stamped and authenticated as required by law, for the person representing the company in the bidding process **(Schedule-G).** The company shall be bound by the decisions of that person so authorized or having power of attorney in matters connected to the bidding.

12.2 The attorneys of the companies shortlisted for participation in the bidding process for DTH licences shall be required to sign the attendance sheet. A maximum of two representatives per company shall be allowed to participate in the bidding.

12.3 If only one shortlisted bidders appears on the bidding date, the matter shall be referred to the Authority for decision, and the

Authority shall decide the same as soon as possible (preferably within thirty (30) calendar days) whether to declare the bidder provisionally successful or not. The decision of the Authority shall be final.

12.4 The Bidding Committee, duly constituted by the Authority, shall conduct the bidding process. In case of any dispute during the bidding process, the decision of the Bidding Committee shall be final.

12.5 The bidding shall consist of the following two rounds:

First Round through sealed bids.

Second Round through open outcry. The second round shall start immediately after the first round.

12.6 Only authorized persons of the shortlisted applicant companies shall be allowed to participate in the bidding process on provision of the authorization letter.

12.7 The bids shall be offered in Pak Rupees. The conditional bids, having 'ifs' and 'buts,' shall out-rightly be rejected.

12.8 First Round: Sealed Bids:

i. The Authority shall invite the shortlisted bidders to submit the sealed bids for the DTH licence.

ii. Eligible bidders shall submit bid security deposit equal to 15% of the Offered Bid (valid for a minimum period of one hundred & twenty days) along with the Sealed Bids in favour of PEMRA in the form of demand draft or pay order.

iii. The base price for a DTH licence shall be. Rs.4,898 million (four thousand eight hundred and ninety eight million rupees or as determined by the Authority from time to time. Bids offered less than the base price shall not be accepted.

iv. The sealed bids shall be dropped in the box reserved for this purpose, along with the bid security deposit, in the presence of the Bidding Committee.

v. No addition, alteration or omission in the sealed bid, after bids have been opened, shall be acceptable.

12.9 The Bidding Committee shall open sealed bids in the presence of authorized representatives of the bidders. The bidders whose sealed bids equal or exceed the base price set for a DTH licence shall be eligible to participate in the second round (open outcry). The Bidding Committee shall announce:

i. The Offered price of each bidder

ii. The price of the highest bid

iii. The names of Qualified Bidders

12.10 If there are two or less than two short-listed applicants only, the Authority may declare the short listed applicants to have won the licence with Applicable Licence Fee (ALF) equal to the base price or it may decide to re-advertise the DTH licenses. However, licences for DTH will be awarded only after completion of all legal requirements, approval of Authority, payment of license fee etc.

12.11 Second (open outcry) Round: If there are more than two short-listed applicants, the second round shall be held with open outcry bidding process.

i. The highest bid amount concluded in the first round shall be the starting bid price for the open outcry bidding in the second round. The bidding Committee shall announce the amount of the highest bid.

ii. The amount of new bids shall be strictly higher than the highest bid. All bids shall be amounts that are multiples of PKR 2 million.

iii. Each eligible bidder shall raise hand before offering the bid.

iv. Each bidder shall cry-out his bid, write it on a prescribed form **(Schedule-H)** duly signed by the authorized representative, and hand it over to the Bidding Committee.

v. The Authorized Representative of a Bidder shall not be allowed to participate in any activity on behalf of any other Bidder during the bidding process.

vi. After every bid, the bidding Committee shall announce the amounts corresponding to the highest bid.

vii. The Bidding Committee shall continue the open outcry session until the highest bid is not further contested.

viii. Each highest bid will get a maximum time of FIVE MINUTES, comprising of three announcements of one minute each. Each bidder shall be granted a timeout of five minutes each, on request, only twice during the entire bidding process.

ix. The Bidding Committee shall have the right to change the maximum time defined above before the start of the bidding, with prior announcement.

x. When there are no further bids, the Bidding Committee shall announce the name of the bidder that offered the highest bid and the respective bid amount.

xi. The highest bidder shall be considered provisional successful bidder, and the highest bid shall become the 'Applicable Licence Fee (ALF)' for the DTH service licence.

xii. The next highest bidder shall be asked to match the highest bid price for the DTH licence. In case of matching the highest bid price, that bidder shall also be declared provisional successful bidder. In case of refusal to match the highest bid price, the same shall be offered to the next highest bidder and so on.

12.12 After the bidding date, the bid security deposit of the unsuccessful bidders will be reimbursed on request within sixty (60) calendar days, without bearing any liability by the Authority towards interest, indexation, inflation, deflation, etc.

12.13 The successful bidders, after completion of legal requirements, may choose to pay the licence fee upfront or in instalments as per following options:

i. Upfront: 100% payment of the balance of the applicable licence fee as a one-time upfront amount.

ii. Instalments: an upfront payment of the balance towards 50% of the applicable licence fee, and the remaining amount in 10 years in 10 equal annual instalments with a cumulative mark-up rate at the K1BOR rate, applied from the period of the date

the upfront payment is due to the payment date. The successful bidders may pay the remaining balance of the Applicable Licence Fee at any time in advance of the scheduled instalment, along with payment of cumulative mark-up up to such date of payment.

iii. In either of the above payment options, the 15% earnest / bid money already deposited will be adjusted against the upfront payment.

12.14 Within 30 calendar days of the completion of legal requirements, the successful bidder shall pay the applicable licence fee either as up front (in case of upfront payment) or 50% of the applicable licence fee (in case of payment by instalment), after deduction of the paid earnest /bid security deposit.

12.15 Within 30 calendar days of the completion of legal requirements, the successful bidders shall provide a bank performance guarantee equal to 3% of the Applicable Licence Fee from a scheduled bank with AAA rating. The Performance Guarantee shall be valid for the entire licence period. PEMRA may encash the performance guarantee if the Licensee does not fulfil its legal obligations regarding payment of balance license fee (in case of 50% option) or annual licence fee etc.

12.16 The successful bidders shall pay all the taxes applicable as per policy of government of Pakistan while advance taxes if any shall be payable up front.

12.17 The applicant companies shall bear all their costs associated with the preparation and submission of their application. The Authority shall in no case be responsible for these or any other costs, regardless of the conduct or outcome of the application process.

12.18 Without prejudice to any other remedy that may be available to it, the Authority reserves the right, on the recommendation of the Bidding Committee, to disqualify any Bidder and forfeit its deposited money for any of the reasons given below:

i. Inaccuracy or misrepresentation of any facts in any part of the application or bid.

ii. Illegal conduct, disruption during the bidding process, or indulgence in improper attempts to influence the outcome or delay the process.

iii. Any "corrupt practice," such as the offering, giving, receiving or soliciting of anything of value to influence any official of the Authority in relation to the bidding process.

iv. Any fraudulent practice or misrepresentation of facts in order to influence the results of the bidding process.

12.19 Reservation of Rights:

i. The Authority reserves the right to reject any or all of the bids before acceptance of bids as per relevant law by recording reasons in writing.

ii. The Bid Committee reserves the right, in its sole discretion, to take any action which it deems necessary to ensure that the Bid process occurs in a fair, open and transparent manner, in accordance with law, and discourage collusion and predatory bidding that may block the entry of potential bidders into the bidding process.

iii. No suit, prosecution or other legal proceeding shall lie against the Authority or any member of the Bidding Committee or employee of the Authority in respect of anything done or intended to be done by the Authority in good faith in connection with the bidding process.

13 Reservation of Rights:

13.1 If at any time either before grant of licence or after grant of licence, it comes to the notice of the Authority that the applicant company or any of its representative had provided any false or misleading statement/information, advertently or inadvertently, the application shall be rejected immediately and the earnest money shall be forfeited; and if the licence has already been issued, the licence shall be revoked and security deposit and other dues deposited by the applicant company or licensee shall be forfeited.

13.2 The licence will be granted only after fulfilment of all legal requirements, including inter alia, provincial consultation, public hearing etc. and payment of applicable licence fee & bank security deposit.

13.3 The schedule for payment of applicable licence fee shall be as given in regulation 12. In case of non-compliance with the schedule of payment given above, the earnest money and all other sums deposited by the applicant company shall be forfeited.

13.4 The provisions of the PEMRA Ordinance 2002 (Amendment Act 2023), PEMRA Rules as amended from time to time, shall have effect notwithstanding anything contained in these regulations.

13.5 In the event successful bidder fails to fulfil any of the legal requirements, the Authority may reject its application by recording reasons in writing; and the Authority may, in its discretion, grant opportunity of meeting the applicable licence fee to the next highest bidder & so on or re- bid the licence.

13.6 The Authority may issue determinations for clarification or amendment or revision of any of the provisions these regulations.

14. Successful bidders losing right to the licence:

14.1 A successful bidder shall be considered ineligible and lose all rights to a DTH licence:

i. If the approval of the successful bidder is refused by the Authority. The same may be done by the Authority by recording reasons in writing. The deposited bid security / earnest money shall be refunded by the Authority;

ii. If the successful bidder fails to fulfil any of the legal requirements. The deposited bid security / earnest money shall be refunded by the Authority;

iii. If the successful bidder fails to make the payments required within the stipulated time period. The deposited bid security and any other amount paid with regard to DTH license shall be forfeited;

iv. If, for any reason, it is not awarded the licence within three years from the date of bidding, the successful bidder shall remain entitled, on request, to a refund by the Authority of the deposited bid security and any other amounts paid in this regard except application processing fee without bearing any liability by the Authority towards interest, indexation, inflation, deflation, profit etc;

v. In case any of the information provided along with the application turns out to be incorrect or false;

vi. If a licensee fails to commercially launch DTH service within one year of the award of the licence as per terms &

conditions of licence, except for force majeure. The bid security deposit, applicable license fee and any other amounts paid to the Authority in relation to the licence shall be forfeited.

14.2 In any of the cases above, no claim whatsoever for DTH license shall be maintainable by the above referred successful bidder/licensee.

14.3 The Authority may offer the license to the next highest bidder(s) subject to matching of the highest bid price / applicable license fee or re-bid the licence in a separate process within a timeline to be advertised accordingly**.**

15. Transfer of licence, change in management and or shareholding

15.1. A Licensee, unless prior written permission of the Authority has been obtained, shall not:

i. Sell, transfer or assign any of the rights conferred by the licence.

ii. Transfer shares in the issued or paid up capital of the company.

iii. Transfer control of the company to persons not being the original shareholders of the company at the time of the grant of licence.

iv. Merge or amalgamate with any other company/person.

15.2. The Authority, where it is satisfied that a proposed transaction is not contrary to the public interest and shall not result in media ownership concentration or create a monopoly and proposed shareholders/directors fulfil the eligibility criteria, shall allow the same under the relevant provisions of the Ordinance, the rules and regulations.

15.3. The transfer of a licence, or change in management, shareholding or control of a Licensee shall not be allowed before two (2) years after the licence is granted. Provided that changes in management before two years may be allowed by the Authority in cases outside of the control of the Licensee or it involves national interest.

16. Procedure for change in management, transfer of shares, transfer of license etc:

16.1. For any request for change in management, transfer of shares, transfer of license etc. after the minimum holding period of two (2) years, the licensee shall be required to provide the following documents:

a) Board Resolution for induction of new Directors/ change in management/transfer of shares/transfer of licence.

b) Copy of CNIC/Passport (in case of foreigners) and CV's of Proposed Directors, shareholders alongwith updated contact numbers, emails, addresses etc.

c) Income Tax return/ filer certificate of proposed Directors/ shareholders for last two (2) years and documentary evidence that the proposed Directors, shareholders are active tax filers.

d) Audited accounts/ financial statements of the company for the last two (2) years.

e) Undertaking (*on stamp paper*) for non-default from proposed Directors/ shareholders.

f) Undertaking (*on stamp paper*) for non-involvement in cross-media ownership from proposed Directors/ shareholders.

g) Undertaking (*on stamp paper*) from proposed Directors/ shareholders regarding non-recipient of funds from any other foreign government organization or agencies as required under section 25 of PEMRA Ordinance 2002 (Amendment Act 2023).

h) Undertaking (*on stamp paper*) from proposed Directors/ shareholders that, they shall abide by PEMRA Laws, the Rules, Regulations, Code of Conduct, License terms & conditions and directions issued by the Authority from time to time.

16.2 A personal hearing opportunity shall be given to the existing and proposed Director (s) of the company before change in management, transfer of shares, transfer of license etc. before a committee comprising officers of the concerned wing & other such wings as deemed appropriate by the Chairman. Personal Hearing

committee may ask for any other relevant document (s) from a licensee as may be required before recommending change in Management, transfer of shares, transfer of license etc.

16.3. Any request for transfer of licence, change in management, transfer of shares etc. shall be processed as per procedure elaborated above, however, the Authority may approve the same subject to clearance of all outstanding dues and payment of requisite fee for change in management/transfer of shares/transfer of licence contained in **Schedule-F**.

17 Change in location of headend/rebroadcast station/earth station

The Licensee shall not change the location of its head-end/rebroadcast station/earth station without prior written permission of the Chairman subject to payment of requisite fee for change in location of headend/ rebroadcast station/earth station contained in S**chedule-F.**

SCHEDULE-A

Please read the following instructions before filling the Application Form:

- Give complete answers, use extra sheets if required, attach copies of any relevant documents required to illustrate the answers.
- Use the typescript or write in black ink in capital letters.
- Submit the Application Form along with all the required documents & information in triplicate.
- Attach documentary evidence of the authorization to act on behalf of the applicant Company for filing of this application.
- Submit soft / scanned copy of complete application form along with required documents (via USB)

1, **PROFILE OF THE APPLICANT COMPANY**

1.1 Company Name_____

1.2 Name of the CEO _____

1.3 CEO National Identity Card & Passport No._____

1.4 Whether CEO is resident or non-resident in Pakistan_____

1.5 Company registration No._____

1.6 National Tax No._____

1.7 Date of establishment/incorporation_____

1.8 Business Address _____

1.9 Mailing Address _____

1.10 Telephone No._____ Cellular No. of CEO _____

1.11 Fax No. _____ Email_____

1.12 Website _____

1.13 Does the object clause in the Article & Memorandum of Association of the company allows entry of the company in electronic media / DTH? _____

1.14 Does the company have, or will it have offices outside Pakistan? If so, please specify the countries_____

1.15 Address of applicant's Head Office_____

1.16 Telephone No. _____Fax No. _____

1.17 Paid-up Capital of the Company Rs._____

1.18 Amount of application processing fee paid Rs._____

1.19 Bank Draft/Pay Order No._____dated _____

1.20 Drawn on (Bank Name): _____

Please attach the pay order/bank draft in original as well as copy of it on account of processing fee.

2. **INFORMATION TO BE PROVIDED**

The following information and documents need to be provided.	**Supplied Yes/No**	**Remarks**
2.1 Company registration with SECP a. Certificate of Incorporation b. Memorandum & Articles of Association c. Form-29 and Form-A / Form-3 etc.		
2.2 Board resolution authorizing the filing of the application for DTH licence		
2.3 A clear, comprehensive and detailed view of the applicant's ownership and control structure, including its sister, shareholding and holding / parent companies, if any. a. Description of ownership structure b. Description of the control structure c. Description of all direct and indirect relationship with companies or individuals who own, control or operate directly or indirectly any broadcast media licence or landing rights permission, including any common shareholder, director or ultimate beneficiary. d. Description of all direct and indirect relationship with companies or individuals who own, control or operate directly or indirectly any distribution licence, including any common shareholder, director or ultimate beneficiary. e. Detail of any foreign shareholding in the applicant company or in its management structure or control or executive management. f. Detail of identifying foreign shareholding of foreign companies that hold shares in the applicant company. g. List of directors and shareholders with details of their shareholding, relations to other PEMRA licensees and applicants for a licence.		
2.4 A company profile a. Names of the members of the Board Directors and the Management, along with their detailed CVs, copy of their passport (foreign nationals) or National Identify Card (Pakistan nationals), their job description and responsibility in the Company. b. A description of the broadcast media or distribution service experience of the company, of key management personnel and of key shareholders, including experience relevant to managing large Pay-TV deployments. c. Organisation chart d. Other business of the company e. Audited financial statements and annual reports of the company for the last two years where applicable. f. List of other companies in which the Directors hold shares or positions		

2.5 A summary of the services the company intends to provide, including: a. Channels to be offered, including any FM radio channels b. Subscription packages with subscriber pricing c. Value added services envisaged with subscriber pricing d. In-house/Thematic channels e. Timeline for the rollout of these services f. Set-top boxes distribution strategy (direct and/or retail), with expected price level g. Any other relevant details.		
2.6 A description of the financial capability of the company, including: a. Description of financial capabilities of the company for the last two years b. Audited financial statements for the most recent available two years, duly certified by a firm of chartered accountants c. Tax return of the company for the most recent two years d. Similar financial and operating information for any parent company, affiliates and associated undertaking or companies, holding or shareholding companies e. The tax returns filed by Board of Directors for the last two years together with the tax assessment orders of the relevant income tax authorities if any.		
2.7 A summary of the project financial feasibility, including: a. Brief Description of the project b. Capital costs with break-up c. Forecast balance sheets, profit & loss accounts / income statements and cash flow statements for the first 5 years of operation showing the source of revenues (subscriptions, advertisement, etc.) d. Break-even analysis & payback period e. Sources of financing for the project, foreign and local, including equity and long term debt and debt to equity ratio f. Brief description of committed financial resources to meet capital and operational expenditures of the project for the 1st year, with relevant proofs, such as bank statement of company's accounts, letter of intent or memorandum of understanding signed with the relevant investors or banks. If such financial commitments are from foreign company shareholders, include evidence of the foreign company or shareholder board resolution authorizing the investment for DTH services.		
2.8 A summary of the project technical feasibility, with the technical equipment envisaged, including: a. Brief description of the technical project b. List of the main head-end equipment envisaged, including: i. Subscriber Management and billing System ii. Compression systems iii. Encryption systems iv. Transmission systems v. Details of monitoring equipment c. Set-top-box specification d. Description of the conditional access system solution, including i. Head-end equipment ii. Integration in the set-top box with smart card or cardless solutions		

e. Customer premises antenna specification f. Location of the head-end and uplink g. Satellite(s) envisaged, including i. The corresponding footprint ii. The transponder capacity to be used & the no. of transponders to be leased. iii. Signal power level in dBW h. Proposed schedule of the project including construction, installation and commencement of services date.		
2.9 Description of how the company will contribute to the economic and social objectives such as: a. Promoting Pakistani culture and ideology b. Promoting Pakistani programming content c. Generating economic activity d. Generating direct and indirect employment e. Attracting private sector investment and FDI in electronic media f. Growing the manufacturing sector.		
2.10 The applicant shall demonstrate prospects of technical progress & new technology.		
2.11 The applicant shall demonstrate market advancement such as improved service feature or market concepts.		
2.12 The applicant shall demonstrate universal service objectives.		
2.13 The Applicant shall demonstrate that it will contribute to the economic and social objectives, such as promoting Pakistani culture and ideology, promoting local content, generating economic activity, generating direct and indirect employment, attracting private sector investment and FDI in electronic media and growth of the manufacturing sector.		
2.14 Undertakings and affidavits and Power of attorney a. Undertaking as per annex b. Affidavits as per annexes. c. Power of Attorney, on stamp paper and executed, notarized, witnessed, stamped and authenticated as required by law, as evidence for grant of authority to individual signing the application and related documents.		

3. ORGANIZATIONAL SET-UP

3.1 Details regarding Ownership / Control of the Company:

(information regarding CEO, Directors and Shareholders).

S. No	Name	Father/ Spouse name	Home Address	Nationality	Position in the company	CNIC #	Extent of share	Any other details

(Please attach organizational chart/financial standing/position. Use separate sheets if required)

3.2 Names and addresses of the ultimate beneficial ownership of the Company

S. No.	Name	Address	CNIC Number	Passport No.

(* Use additional sheet if required)

3.3 Details of other applications (if any) of the company under process with the Authority

S. No.	Description/ Category/ Application for	Date of Application	City/Area/ Region	Any other details

(* Use additional sheet if required)

3.4 Detail of other electronic media (if any) already owned:

S. No.	Name	Type of Media (Electronic/Print)	Detail of Share holding	Broadcast Media	Distribution services.	Any other details

3.5 Particulars of other businesses / activities of the applicant Company

S. No.	Name of business/ company	Activities of the business/ company	%age equity in the business/company

(* use additional sheet if required)

3.6 Financial information of the proposed investment in the Company:

S. No.	Source of funding	Amount (in Rs.)	Amount (in %)
(a)	Debt		
(b)	Equity		
(c)	Foreign Investment		
	(i) Foreign nationals		
	(ii) Foreign companies		
	(iii) Expatriate Pakistanis		
(d)	Others (please specify)		

(* use additional sheet if required)

3.7 Detail of licences obtained from PTA (if any)

S. No.	Licence Description/ Category	Licence Number	Date of issuance	City / Area / Region

(* use additional sheet if required)

4. SHAREHOLDING PATTERN OF APPLICANT COMPANY

Shareholding of (company name)_____

As on (date)_____

Face value of the Share, Rs._____

s. No.	Category of Shareholders	Shareholding			
		Direct Investment		Indirect Investment	
		No. of shares	% of total Paid Up capital	No. of shares	% of total Paid Up capital
1.	Local individual				
2.	Local company*				
3.	Foreign individual				
4.	Foreign company				
5.	Broadcasters & landing rights permission holders				
6.	Non-Resident Pakistani				
7.	Any other				

* The shareholding information of any local shareholding company shall also be provided.

5. SHAREHOLDING OF ALL LOCAL APPLICANTS' SHAREHOLDERS

List here the details of the shareholding patterns of each local company shareholder who owns shares in the applicant company. Fill this form separately for each local company shareholder.

Shareholding of (company name)_____

As on (date)_____

No. & % of shares held by the company in the applicant company:_____

Face value of share Rs; _____

S. No.	Category of Shareholders	Share Holding			
		Direct Investment		Indirect Investment	
		No. of shares	% of total Paid Up capital	No. of shares	% of total Paid Up capital
1.	Local Individual				
2.	Local company (*)				
3.	Foreign individual				
4.	Foreign company				
5.	Broadcasters & landing rights permission holders				
6.	Non-Resident Pakistani				
7.	Any other				

(*) Fill this form again for any local company who owns shares.

6. DETAIL OF THE DTH PLATFORM

6.1 Name of the satellite* proposed to be used_____

6.2 Projected date of commencement of services_____

6.3 Proposed Location of Headend/Uplink within Pakistan_____

Co-ordinates of the site:

Longitude: _____ Degrees: _____ Minutes: _____

Seconds:_____ Longitude: _____Degrees:_____

Minutes: _____ Seconds:_____

6.4 Height of site above mean sea level (meters):_____

6.5 Proposed Valued Added Services:_____

6.6 In addition, the applicant shall provide details as per **Annex-I** subsequently.

*** Refer to Regulation 8 of these regulations for satellite to be used for DTH service.**

7. Any other information

ANNEX- I

Details of DTH Space Segment, Uplink and CPE:

A. Space Segment of DTH Platform

1. Name of the satellite (**preferably Pakistani) proposed to be used_____
2. GS Orbital location _____
3. Type and number of transponders to be hired_____
4. Type of signal code: ☐ Analog ☐ Digital
5. Downlink frequency band: _____GHz
6. Frequency band of operation: 10.95 – 11.2 GHz / 11.45 – 11.7 GHz (downlink)(circle appropriately): 12.2- 12.5 GHz / 12.5- 12.75 GHz or any other _____
7. Transponder capacity:_____
8. Transponder Center frequencies: _____
9. No. of TV /radio channels in each transponder:_____ _____
10. Details of data rate, FEC, modulation, bandwidth and specific frequency range for each TV Channel (if possible) _____
    _____
11. Satellite transmit Max. & Min. EIRP over Pakistan in dBW: _____ (enclose satellite transmit antenna/EIRP, Gain contours over Pakistan)

B. Details of Uplink Service

1. DTH uplink station location:_____
   _____
2. Uplink frequency band (circle appropriately): 13.75 – 14 GHz / 14.0 – 14.25GHz /14.25 – 14.5 GHz or any other _____
3. Uplink antenna size:_____
4. Uplink antenna gain: _____
5. Uplink EIRP (Max.)_____(Min.):_____
6. Equipment Model and Name of Manufacturer:_____
7. Description of Conditional Access System (CAS) and Subscriber Management System (SMS)_____
8. Description of compression technology to be used:_____

C. Details of Customer Premises Equipment (CPE)

1. Size of download ink antenna: _____
2. Features of Set Top Box: _____
3. Equipment Model and Name of Manufacturer: _____
4. Whether the STB is interoperable with other service providers or not_____
5. Compliance with the approved technical & QoS standards of the Authority for DTH STBs:_____

D. Satellite details

(Please enclose Lease Agreement and Footprint of the satellite on which the transponders are proposed to be hired)

** please refer to Regulation 8 of these regulations for satellite to be used for DTH service.

UNDERTAKING

(Attested by Magistrate 1st Class on stamp paper of Rs. 1,000/-)

I/We, _____the applicant company do hereby declare that the all facts given herein are correct in all respects and nothing has been concealed or misrepresented therein.

I/We also undertake that:

i. I/we shall respect the sovereignty, security, integrity and ideology of the Islamic Republic of Pakistan.

ii. I/we shall respect the national, cultural, social and Islamic values and the principles of public policy as enshrined in the Constitution of the Islamic Republic of Pakistan and to safeguard the ideology of Pakistan.

iii. I/we have read and understood the eligibility criteria and bidding procedure and shall strictly comply with the same in letter and spirit.

iv. I/we, if granted a licence, shall comply with PEMRA Ordinance, rules and regulations made thereunder, the Code of Conduct, licence terms & conditions and instructions as notified by the Authority from time to time and pay licence fee, annual fee including such percentage of annual gross advertisement revenue as may be applicable, security deposit and all such other dues as notified by the Authority.

v. I/we, if granted a licence, shall broadcast programmes in the public interest specified by the Federal Government or the Authority in the manner indicated by the Government or, as the case may be, the Authority.

vi. I/we shall abstain from broadcasting any programme or advertisement in violation of copyrights or other intellectual property rights.

vii. 1/we shall obtain NOC from PEMRA before import of any transmitting apparatus for broadcasting as required under Section 20 of the PEMRA Ordinance 2002 (Amendment Act 2023).

viii. I/we shall not sell, transfer or assign any of the rights conferred by the licence without prior written permission of the Authority.

ix. I/we have provided all documents which are required to be submitted along with the application for DTH distribution licence and shall provide any further information if and when required by the Authority.

x. In case it is found that I/we have concealed anything or misrepresented anything, the application may be rejected and the company may be disqualified.

Signature of Applicant
For and on behalf of

Seal of the Company

M/s._____

Place _____

Dated_____

RECEIPT

Received Application Form S.No. _____, along-with Application Processing Fee, amounting Rs. _____ through _____ Pay Order/Bank Draft No._____ dated _____ Drawn on (bank name) _____

From M/s _____

Through _____ today, the _____

For Pakistan Electronic Media Regulatory Authority, Islamabad

SCHEDULE-B

NON-DEFAULTER STATUS AFFIDAVIT

(To be provided on Stamp Paper of Rs. 1000 and attested by Oath Commissioner)

I, _____ S/o _____

(Designation) _____ of M/s _____

(hereinafter referred as "the applicant company") do hereby solemnly state and affirm on oath that neither the applicant company nor any of its CEO, Directors and shareholders including any shareholding company or the holding company are defaulter of PEMRA, any financial institution, tax authorities or the Government of Pakistan or any provincial and Local Government.

M/s _ _____ do hereby solemnly state and affirm on oath that neither the applicant company nor any of its CEO, Directors and shareholders including any shareholding company or the holding company have ever been blacklisted by PEMRA, any organization of the Government of Pakistan or any other government.

DEPONENT

VERIFICATION:

I, the above named deponent do hereby solemnly affirm on oath that the contents of the above affidavit are correct and true to the best of my knowledge and nothing has been concealed therein.

DEPONENT

SCHEDULE-C

AFFIDAVIT FOR COMPLIANCE

(To be provided on Stamp Paper of Rs. 1000 and attested by Oath Commissioner)

I,_____ S/o _____

(Designation) _____ of M/s _____

(hereinafter referred as "the applicant company") do hereby solemnly state and affirm on oath that the applicant company and its CEO, Directors and shareholders including any shareholding company or the holding company shall abide by the PEMRA Ordinance 2002 as amended by the PEMRA Amendment Act 2023, the Rules, Regulations, licence terms & conditions, guidelines, eligibility criteria, bidding procedure, shortlisting process etc. Code of Conduct made thereunder and as amended from time to time as well as the directions issued by the Authority from time to time. I also undertake to pay the applicable licence fee, annual fee including the percentage of the gross revenue as provided in these regulations and the terms & conditions of licence, bid security and bank guarantee as amended by the Authority from time to time and all the applicable taxes.

DEPONENT

VERIFICATION:

I, the above named deponent do hereby solemnly affirm on oath that the contents of the above affidavit are correct and true to the best of my knowledge and nothing has been concealed therein.

DEPONENT

SCHEDULE-D

AFFIDAVIT – CROSS MEDIA OWNERSHIP

(To be provided on stamp Paper of Rs. 1000 and attested by Oath Commissioner)

I,_____ S/o_____

(Designation) _____of M/s_____

(hereinafter referred as ‘‘the company”) do hereby solemnly state and affirm on oath that neither the applicant company nor any of its Directors or shareholders are directly or indirectly owning, controlling or operating broadcast media licences or landing rights permission in compliance with PEMRA Rules as amended from time to time.

DEPONENT

VERIFICATION.

I, the above named deponent do hereby solemnly affirm on oath that the contents of the above affidavit are correct and true to the best of my knowledge and nothing has been concealed therein.

DEPONENT

SCHEDULE-E

AFFIDAVIT – FOREIGN OWNERSHIP

(To be provided on stamp paper of Rs. 1000 and attested by Oath Commissioner)

I,_____S/o_____

(Designation)_____of M/s_____

(hereinafter referred as “the applicant company”) do hereby solemnly state and affirm on oath that the applicant company is not ineligible for grant of licence in terms of Section 25 of the PEMRA Ordinance 2002 as amended by the PEMRA Amendment Act 2023.

DEPONENT

VERIFICATION:

I, the above named deponent do hereby solemnly affirm on oath that the contents of the above affidavit are correct and true to the best of my knowledge and nothing has been concealed therein.

DEPONENT

SCHEDULE-F

Fees & Security Deposits

S. No.	Item	Amount (PKR)
1.	Base Price of DTH licence	Rs. 4,898 million or as determined by the Authority
2.	Applicable Licence Fee (ALF)	The fee determined through bidding.
3.	Pre-bid deposit / Bid Security (to be deposited along with bid)	15% of Applicable Licence Fee (ALF)
4.	Performance Bank Guarantee (which shall remain with PEMRA for the entire duration of licence)	3 % of ALF
5.	Applicable Licence Fee Payment options	i. 15% of initial bid offer: along with sealed bid. ii. Balance of 15% of the ALF adjusted: within 10 calendar days of the bidding. iii. Balance ALF: a. In case of lump sum: within 30 days of completion of legal requirements. OR b. In case of installments: 35% (5O%-15%) of ALF: Within 30 days of the completion of all legal requirements. Remaining 50% of ALF: In 10 equal yearly installments with a cumulative markup rate at KI BOR rate.
6.	Applicable Taxes	The successful bidders shall pay all the taxes applicable as per policy of Government of Pakistan. Advance tax, if any, shall be payable up front.
7.	Annual Fee	Fixed Part: 10 Million Variable Part: 2% of Annual Gross Revenue of DTH Licensee (excluding any STB sales related receipt). The variable part will be waived of for initial 3 years and will be levied *w.e.f.* the 4th year.
8.	Paid up Capital Requirement	Rs. 100 Million
9.	Fee on account of change in management/ transfer of shares/transfer of licence (after minimum holding period of 2 years) subject to completion of legal and procedural requirements	Rs. 5 Million
10.	Fee on account of change in management/ transfer of share in case of death of a Director / shareholder and subject to provision of succession certificate/court order etc.	Rs. 2.5 Million
11.	Fee on account of change in location of DTH headend/ rebroadcast station/earth station.	Rs. 1 Million

SCHEDULE-G

AUTHORITY LETTER

(To be submitted on Stamp Paper of Rs. 1000 , duly attested by Oath Commissioner, accompanied with Board Resolution)

M/s _____(the Applicant company) hereby authorize Mr./Ms. _____ S/o/D/o holding CNIC No. / Passport No. (attested copy attached) _____

Designation:_____ of the applicant company to submit licence application for grant of DTH Distribution Service to PEMRA and make any statement or give any undertaking on behalf of the company. The said Mr./Ms. _____, is fully authorized to participate in the bidding process and to take such on-the-spot decision or give bids which shall be binding on the Applicant company.

_____ _____

(the Applicant company) (Attorney)

Designation _____

Seal/Stamp of the Applicant company

Date: _____

Witnesses:

1. Name:_____ CNIC No._____Signature_____

2. Name:_____ CNIC No._____Signature_____

SCHEDULE-H

BID FORM

Name of Bidder /Applicant company _____

Name of Authorized Representative_____

Bid Amount in Figures Rs. _____

Bid Amount in Words Rs._____ 1 solemnly declare that this bid for the grant of Direct to Home (DTH) Distribution licence is unconditional, irrecoverable and is valid for three years from the date of its submission and the bidder/applicant company undertakes to comply with all other conditions of the bidding process.

Signature of Authorized Representative of Applicant Company

Date:_____

SCHEDULE-I

AFFIDAVIT FOR CORRECT INFORMATION

(To be provided on Stamp Paper of Rs. 1000 and attested by Oath Commissioner)

I,_____S/o_____
(Designation)_____of M/s_____
(hereinafter referred as "the applicant company") do hereby solemnly state and affirm on oath that all the information submitted along with the application and documents provided are true and nothing has been concealed or misrepresented therein and that any concealment of facts or misrepresentation revealed subsequently may result in our consequent disqualification and or cancellation of our licence as the case may be.

DEPONENT

VERIFICATION:

I, the above named deponent do hereby solemnly affirm on oath that the contents of the above affidavit are correct and true to the best of my knowledge and nothing has been concealed therein.

DEPONENT

[F. No. PEMRA-1(09)/Secy./Gazette/2025/14.]

SAEED AHMED SOOMRO,
DG / Secretary to the Authority.

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