

**TACTV**

**TENDER CUM AUCTION**

**FOR  
ALLOTMENT OF PRIVATE LOCAL CHANNELS IN THE  
VACANT PLACES OF CABLE TV SERVICE OF  
TAMILNADU ARASU CABLE TV CORPORATION LTD**

**TENDER No.: TACTV/Local Channels/1/2014  
dt.10.01.2014.**

Tamil Nadu Arasu Cable TV Corporation Ltd.,  
11/22, Mangadusamy Street, Nungambakkam,  
Chennai 600 034.

## **PREAMBLE OF TENDER**

Tamil Nadu Arasu Cable TV Corporation Ltd (TACTV) has started its Cable TV services all over Tamil Nadu (except Chennai) on 02.09.2011 with Head Ends at 31 districts. TACTV is having majority of the Cable TV operators under its fold covering most of the households with its cable TV services. TACTV's cable TV services include free to air as well as most of the major pay channels. The reach of TACTV is phenomenal covering most of the households in the districts.

In the Cable TV industry, in addition to the programmes provided by satellite TV channels, local channels are also providing programmes through MSOs. These local channels are paying Carriage Fee to the MSO to carry their signals. In order to avoid monopoly and also to select the local channels in a transparent manner, applications were invited by TACTV from interested private local channels. As only limited number of private local channels can be telecast from the control rooms of TACTV, it is proposed to conduct tender cum auction for allotting slots to Private Local Channels in the vacant places of cable TV service of TACTV all over Tamil Nadu (except Chennai.)

### **Applicability of Tamil Nadu Transparency in Tender Act, 1998**

This Tender will be governed by the Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. (<http://www.tn.gov.in/gorders/finance/fin446-e.htm>)

**TAMIL NADU ARASU CABLE TV CORPORATION LIMITED - Chennai.**  
**(A Government of Tamil Nadu Undertaking)**  
**SHORT TENDER NOTICE**

**Tender No: TACTV/Local Channels/1/2014 dt.10.01.2014.**

**Tamil Nadu Arasu Cable TV Corporation invites sealed tenders for selection of private local channels in the vacant places of cable TV service of TACTV allover Tamil Nadu (except Chennai.)**

1	Tender inviting Authority	The Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd., 11/22, Mangadusamy Street, Nungambakkam, Chennai 600 034. E-mail: <a href="mailto:arasucabletvcorp@gmail.com">arasucabletvcorp@gmail.com</a>
2	Name of the Work	<b>Selection of private local channels all over Tamil Nadu (except Chennai.)</b>
3	Tender documents available place, cost and due date for obtaining tender	Tender documents can be purchased on all working days between <b>11.00 AM and 3.00 PM up to 25.01.2014</b> from the Dy.Manager/Spl.Tahsildar (Cable TV) of the concerned Districts by paying Rs.100/- by way of Demand Draft or Banker's Cheque drawn on any Indian Nationalised / Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Ltd" payable at Chennai. Alternatively, <b>Tender documents can be downloaded free of cost from our website: <a href="http://www.tactv.in">www.tactv.in</a>.</b> <b>Separate Tender document should be used for each quoted place.</b>
4	Upset Price and number of channels	Specified in the Tender document.
5	Earnest Money Deposit (EMD)	<b>Rs.25,000/- for each quoted District Headquarters and Rs.10,000/- for each quoted Taluk</b> by way of Demand Draft or Banker's cheque drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Ltd" payable at Chennai.
6	Performance Guarantee: For Eol/Tender	<b>Three months upset price for each quoted place</b> should be paid along with the Tender document by way of Demand Draft or Banker's cheque drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Ltd" payable at Chennai.
7	Due Date, Time and Place of Submission of the above Tender	Up to 28.01.2014 at 03.00 P.M. at the address mentioned in Sl.No.(1) above.
8	Date, Time and Place of Tender Opening	At 11.00 AM on 29.01.2014 at the address mentioned in Sl.No.(1) above.
9	<b>Other important criteria specified by the Tender inviting Authority:</b> <ol style="list-style-type: none"> <li>1. Two Cover system – Technical Bid and Price Bid will be followed.</li> <li>2. The Price Bids of those who have qualified in the Technical Bid alone will be opened and they will be allowed to participate in the auction.</li> <li>3. Detailed eligibility criteria is given in the tender document.</li> <li>4. Those who are having dues to the Corporation by way of Cable TV subscription/Carriage Fee for Local Channels (including Trial period) are not eligible to participate in the tender.</li> <li>5. Successful Bidder should submit 3 months upset Price as Performance Guarantee by way of DD or Bankers cheque drawn in favour of Tamil Nadu Arasu Cable TV Corporation Ltd payable at Chennai and the balance amount in cash on the date of opening of Tender.</li> <li>6. E-mail: <a href="mailto:arasucabletvcorp@gmail.com">arasucabletvcorp@gmail.com</a>.</li> </ol>	

**Managing Director**

## 2. Tender Details

### 2.1 Eligibility Criteria

The Bidder should meet the following Eligibility Criteria for bidding the tender and the proof for the eligibility should be provided along with the Bid:

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
<b>Eligibility Criteria</b>		
1	Should be registered as a cable TV operator /Local Channel provider with the Postal Department within the particular district for which the Bidder is applying.	Copy of Registration certificate issued by the Postal authorities
2	Should be registered with Service Tax Department.	Copy of Service Tax Regn. Certificate (ST-2) or ST.3 certificate
3	<b>Those who are having dues to the Corporation by way of cable TV Subscription /Carriage fee for local channels (including trial period) are not eligible to participate in the tender</b>	No Due Certificate obtained from the Dy.Manager/Spl.Tahsildar (Cable TV), TACTV in the concerned district.
4	Those who were selected in the earlier Tender-cum-Auction and have not remitted the tendered carriage fee amount are not eligible to participate in this Tender.	

### 2.2 Terms & Conditions:

1	Bids invited for	Selection of private local channels all over Tamil Nadu (except Chennai.)
2	Last date for submission of Tenders	Not later than 03.00 P.M. on 28.01.2014.
3	How to submit the tenders	<p>The Tender along with supporting documents should be submitted in Two Cover System:</p> <p style="text-align: center;"><b>1. Technical Bid Cover:</b></p> <p>The Signed and completed tender document of <b>page (1-22)</b> should be put in an envelope along with the EMD and supporting documents and this cover should be sealed super-scribed with “<b>Technical Bid - “Short Tender Notice for selection of Private Local Channels all over Tamil Nadu (except Chennai).</b>”</p> <p style="text-align: center;"><b>2. Price Bid Cover:</b></p> <p>The Price Bid (page 22) alone should be put in an envelope and this cover should be sealed and superscribed with “<b>Price Bid - Short Tender Notice for selection of Private Local Channels all over Tamil Nadu (except Chennai).</b>”</p> <p>Both the envelopes (Technical Bid &amp; Price Bid) should be kept in a single outer sealed envelope and submitted to the TACTV Corporation, Chennai.</p>

- i. **Tenders** should be addressed to the **MANAGING DIRECTOR** of **TACTV** by Designation only.
- ii. Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. Such tenders should be dropped in the Tender Box, kept at TACTV, 11/22, Mangadusamy Street, Nungambakkam, Chennai 34 only and will not be received personally.
- iii. Alternatively, the tenders who prefer to submit the tender through post can dispatch them through registered post so as to reach the above address on or before the due date and time specified in the Tender Notice. Tender received after the due date and time will not be considered and TACTV will not be liable or responsible for any postal delays.
- iv. A tender once submitted shall not be permitted to be altered or amended.

#### **2.4 Due Date and Time**

The sealed tenders should reach the Tamil Nadu Arasu Cable TV Corporation, Chennai-34 before 03.00 P.M. on 28.01.2014.

The tenders received after due date and time or unsealed or incomplete or received by facsimile (Fax) or by electronic mail will be summarily rejected.

#### **2.5 Cost of Tender Schedule**

The cost of tender schedule is Rs.100/- . The Tender Documents purchased is not transferable to any other Bidder. The tender cost may be paid by Demand Draft in favour of “ Tamil Nadu Arasu Cable TV Corporation Limited”, payable at Chennai. Alternatively, the Tender Document can be downloaded free of cost from [www.tactv.in](http://www.tactv.in) and submitted. **For downloaded tender document, the bidder need not enclose the tender document cost.**

#### **2.6 Earnest Money Deposit (EMD)**

**a. The Bid should contain EMD amount of Rs.25,000/-for each quoted District Headquarters and Rs.10,000/- for each quoted Taluk** by way of Demand Draft or Banker’s cheque drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of “Tamil Nadu Arasu Cable TV Corporation Ltd” payable at Chennai.

b. The EMD of the unsuccessful Bidders will be returned after the acceptance of the successful tender, within a reasonable time consistent with the rules and regulations in this behalf.

c. The above EMD held by Tamil Nadu Arasu Cable TV Corporation Limited” (TACTV) will not earn any interest thereof till it is returned

d. EMD of the successful Bidder will be returned after the issue of Work Order or can be adjusted against the security deposit payable by the successful bidder.

e. Any bid not secured with the EMD amount will be rejected by TACTV non-responsive.

f. The EMD amount may be forfeited:

if a bidder withdraws the bid during the period of bid validity specified in the tender OR

in the case of successful bidder, if the bidder fails to sign the contract or to submit the Security Deposit.

### **2.7 Authorization to sign the Tender**

The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

### **2.8 Submission of Tender :**

a. The Bid should be submitted in a sealed cover along with EMD and other enclosures specified duly superscribed as "Tender for allotment of Private Local Channels" along **with the Place Applied for** and Tender No and **Due Date**.

b. . The address of the bidder should be clearly written on the cover.

### **2.9 Details to be furnished**

1. The Bidder should enclose the documentary proof in support of Eligibility Criteria as specified in the Tender document Clause 2.1.

2. The Tenders should contain all particulars like the name and addresses of the Bidders in their letterhead as per the format given in **COMPANY PROFILE (Annexure-1)**.

3. **The rate should be quoted in INR and indicated clearly both in words and figures.** The Bidders should attest in case of any scoring or overwriting. The rate quoted should be firm and should not be subjected to any variation clauses.

4. If the rate quoted is different between words and figures, the highest rate quoted will be taken as quoted rate.

### **2.10 Opening of Tender**

The Tender will be opened at **11.00 AM on 29.01.2014** by the Managing Director, TACTV or any other officer authorized by him on his behalf at the TACTV's Chennai Office in the presence of those Bidders or their authorized representatives who may prefer to attend Tender opening. Representatives who are attending the opening of the tenders should bring a letter of authority from the Bidder Companies which they represent to identify their bonafides. The tenders will be evaluated based on the tender terms and conditions. The decision of Managing Director TACTV shall be final in this regard.

**The Managing Director, TACTV/persons authorized by him on behalf of TACTV reserves its right to negotiate with the bidders after opening of tenders and after getting the highest bid for improvement in the offer and to accept or to reject any or all offers without assigning any reasons whatsoever. In case of disputes in tender/auction, the decision of tendering authority shall be final and binding on all.**

## 2.11 Tender Rejection Criteria

- a) Tenders not fulfilling all requirements in the eligibility criteria outlined under item 2.1 will be summarily rejected.
- b) The tenders without the EMD amount will be summarily rejected.**
- c) Tenders with incomplete information, subjective and conditional offers will be liable for rejection.
- d) Tenders submitted without the enclosures to prove or substantiate their eligibility as per the Eligibility Criteria given in the Tender clause 2.1 will be summarily rejected.
- e) Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
- f) In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.
- g) Incomplete details as above will be treated as non-responsive offer and the tender is liable for rejection. Also, no document will be accepted after opening of the tender.
- h) The tenders, which do not conform to the tender conditions and without adequate capabilities as per tender requirements will be straightaway rejected, without specifying any reason.
- i) Those who are having due to TACTV Corporation by way of carriage fee for local channels (including trial period / cable TV subscription) are not eligible to participate in the tender.
- j) Those who bid the highest amount and selected in the Tender but failed to remit the advance amount will not be eligible to participate in the any tender to be conducted by TACTV in future.
- k) Those who have quoted the H1 rate and those who have agreed to match H1 rate in the earlier Tender cum Auction conducted and subsequently failed to remit the tendered amount are disqualified to participate in this tender.
- l) Those who were selected in the earlier Tender and not remitted the amount are also not eligible to participate in this Tender.

## 2.12 Bid Evaluation

- The highest quoted price in the tender (H1) over and above the upset price will be set as the base price during the auction.
- The highest Bidder in the auction is automatically eligible for allotment of One private Local Channel only provided that the terms and conditions are fulfilled.
- The highest quoted price during the auction will be fixed as the price for all the channels and the other bidders willing to match this price will be allotted One channel each.

- If the number of bidders willing to match the highest price during auction is more than the available vacant channels, Preference for the allotment will be given to the Private Local Channels already operating under TACTV Corporation and the lot system will be adopted for only the remaining Bidders

### **2.13 Acceptance of Tender and Withdrawals**

a. The right of final acceptance of the tender is entirely vested with the Tender Acceptance Authority, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.

b. There is no obligation on the part of TACTV to communicate with rejected Bidders.

c. After acceptance of the tender by TACTV, the Bidder **will have no right to withdraw his tender.**

#### **2.13.1 Performance Guarantee:**

The H1 Bidder and the number of bidders willing to match the highest price should pay 3 months upset price as **Performance Guarantee** by way of DD drawn in favour of Tamil Nadu Arasu Cable TV Corporation Ltd payable at Chennai or by cash soon after the auction is over. The Tenderers are supposed to bring 3 months upset Price by DD and the balance price can be paid by cash.

### **2.14 Security Deposit (SD)**

a. The Security Deposit will be 5% of the highest quoted rate in auction within 15 days from the date of receipt of order.

b. The SD furnished by the successful Bidder in respect of this tender will be retained by TACTV for a period of 12 months

c. The SD held by TACTV till it is returned to the successful Bidder will not earn any interest thereof.

d. If the successful Bidder fails to remit the SD within the above said period, the EMD remitted by him will be forfeited to TACTV and their tender will be held void.

e. If the successful Bidder fails to start the operation within the stipulated time, the Security Deposit and Performance Guarantee amount remitted will be forfeited.

### **2.15 Agreement**

a. The successful Bidder should execute an agreement for the fulfillment of the contract in the non-judicial stamp paper of value of Rs. 20 in the model form given in the tender document with such changes/modifications as may be indicated by TACTV within two weeks from the date of receipt of order.

b. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice



to the rights of TACTV which also have the right to recover any consequential losses from the successful Bidder.

c. If the Bidder fails to act upon the tender conditions or backs out when their tender is accepted, their SD will also be forfeited to TACTV.

## **2.17 Assigning of Tender whole or in part**

The successful Bidder should not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. They should not underlet or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

## **2.18 Payment Clause**

Every successful Bidder shall pay the carriage fee of a month before the last working day of the succeeding month.

## **2.19 Date of Activation:**

The successful Bidder should commence the operation within 7 days from the date of allotment order. TACTV will not be responsible for any delay on commencement of the channel by the PLC allottee. The payment will be calculated from the 8<sup>th</sup> day from the date of receipt of the allotment order irrespective of the commencement of the channel.

## **2.20 Renewal of Agreement:**

- a. Initially the Agreement is executed only for 12 months from the date of activation..
- b. If the performance of the Bidder is satisfied, the Company may extend the Agreement for a further period of 12 months with an increase of 10% over the existing carriage fees.

## **2.21 Arbitration**

In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration should be held in Chennai only and the Courts at Chennai, India only should have jurisdiction in relation thereto.

## **2.22 Important Notice**

The Bidder should sign and affix seal on every page of the Tender Document as indicated below and the complete signed original Tender Documents should be submitted in respective covers without fail:

I/We -----have gone through the terms and conditions and will abide by them as laid down above.

Name of the Bidder:

Signature:

Name of Authorized person:

Seal of the Bidder

#### **4. UPSET PRICE AND NO. OF VACANT CHANNELS**

	District	Place	Vacant Slots	Upset Price per month (Rs.)
1	Cuddalore	Chidambaram	10	40,000
2	Dindigul	Ottanchattiram	10	18,000
3		Plani	10	30,000
4		Nilakottai	10	30,000
5		Kodaikanal	10	20,000
6	Karur	Kulithalai	10	22,000
7	Kanchipuram	Kanchipuram HQ	10	175,000
8	Madurai	Melur	10	25,000
9	Nagapattinam	Mailaduthurai	10	45,000
10	Namakkal	Namakkal HQ	10	125,000
11	Pudukottai	Thirumayam	10	10,000
12	Ramanathapuram	Paramakudi	10	30,000
13		Ramanathapuram	10	75,000
14	Sivagangai	Karaikudi	10	50,000
15	Salem	Gangavalli	10	15,000
16	Theni	Kambam	10	25,000
17		Bodi	10	25,000
18		Theni HQ	10	50,000
19	Thanjavur	Kumbakonam	10	150,000
20	Thoothukudi	Kovilpatti	10	75,000
21		Thoothukudi	10	250,000
22		Ottapidaram	10	10,000
23		Sathankulam	10	12,000
24	Tiruchi	Thuraiyur	10	20,000
25		Musri	10	13,000
26		Tiruchi HQ	10	2,75,000
27	Tiruvannamalai	Vandavasi	10	12,000
28		Cheyar	10	15,000
29	Tiruvallur	Poneri	10	30,000
30	Tiruvarur	Kootheranallur	10	10,000
31		Mannargudi	10	20,000
32		Thiruthurai Poondi	10	15,000
33		Kudavasal	10	10,000

34		Nannilam	10	10,000
35		Tiruvaur	10	43,000
36	Vellore	Tirupattur	10	12,000
37	Villupuram	Tindivanam	10	20,000
38		Ginjee	10	20,000
39		Sankarapuram	10	10,000
40		Thirukoilur	10	20,000
41		Ulundurpet	10	20,000
		Total	410	

# Service Tax which is @ 12.36 % at present will be extra. If the same is revised by the Government, actual rate of tax at that time will be applicable.

\* TACTV reserves the right to increase/decrease the number of Channels in each District.

#### 4. Sample Form of Contract/Agreement

(To be executed on a Rs. 20/- Non-judicial Stamp paper by the Successful Bidder

#### **CARRIAGE AGREEMENT:**

This Carriage Agreement is executed at Chennai on this ---<sup>t</sup> day of ----- 2014 by and between:

M/s. Tamilnadu Arasu Cable TV Corporation Ltd., a company registered under the Companies Act, 1956, having its registered office at ----- represented by its Managing Director ( hereinafter referred to as the “ Multi System Operator” or “MSO”, which expression shall unless repugnant to the context or meaning there of be deemed to include the successors and permitted assignee) of the ONE PART.

AND

M/s ----- having its Principal office at ----- and having their Branch office at No.-----, represented by its Managing Partner ----- ( herein after referred to as the “Local Channel Provider” or “PLC” which expression shall unless repugnant to the context or meaning thereof, be deemed to include the successors in business and permitted assignees, legal heirs, executors) of the OTHER PART.

The Multi System Operator (MSO) and the Local Channel Provider (PLC) are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS

A. The multi system operator (MSO) is engaged in the service of bundling television channels and is providing the same to the cable Operators.

B. The PLC is a Local Channel Provider, which is engaged in producing Television Programmes for distribution through Cable T.V Network.

C. The parties have mutually agreed to execute this Carriage agreement between them to govern the rights and obligations in regard to the Carriage of the Local Channels by the MSO through its network under the Covenants of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATIONS:

The words and expressions used in this Agreement, unless the context requires otherwise shall have the meanings set out herein

### a. DEFINITIONS

In the Agreement, unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Act“ means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).

“Cable T.V. Network” means the network of cable and other equipment such as amplifiers, splitters owned and installed by the multi system operator (MSO) and through its Affiliated Cable Operators.

“ Local Channel” means frequency of Cable T.V. Signal used for transmission in Cable T.V. Network with the contents solely provided by PLC

“Territory” means the service area of the MSO

## 2. PROVISION OF SERVICE

2.1 The multi system operator (MSO) hereby grants to the PLC a single carriage frequency for transmission of its local channel and the PLC hereby accepts from the multi system operator (MSO), the right to provide Local Channel in the Name and style of “-----TV”

2.2 The multi system operator (MSO) shall make available the local channels of the PLC based on the prevailing norms, policies, the applicable Laws and rules, regulations directions and orders of the concerned Authorities, so as to make a complete wholesome service.

## 3. NAME AND STYLE

The PLC shall provide its Local Channel in the Name and style of “-----TV” and ensure that the Logo of the said T.V should be prominently displayed at any corner of the T.V screen, any change in the name and style of the Local Channel Operator shall be made effective only after prior approval from the MSO

## 4. CONSIDERATION

4.1 The PLC shall pay the Carriage Fee of Rs.-----/- (Rupees ----- only) per month, and also the service tax at the applicable rate.

4.2 The said Carriage Fee shall remain constant during the tenure of this agreement unless otherwise mutually changed and accepted by parties of this Deed.

4.3 However the carriage fees for the subsequent year/ Renewal of this Agreement shall be decided by the MSO with an increase of 10% over the existing carriage fee.

4.4 The PLC will pay to the multi system operator (MSO) the monthly Carriage charges specified herein each month on or before 5<sup>th</sup> of the calendar month.

4.5 The PLC has on this date paid a sum of Rs.----- ( Rupees ----- only) in cash //DD towards Performance Guarantee payment, which the MSO acknowledges.

#### TAXES

4.7 The multi system operator (MSO) and the PLC shall be responsible for payment of all their respective taxes, levies, charges and penalties levied or imposed by or under a statute, law, regulations, relating to the Services and which are due to be paid by them, respectively.

#### DEFAULTS

4.8 Without prejudice to such rights and remedies that the multi system operator (MSO) may have in law or under the provisions of this agreement, in the event of any delay or failure by the PLC to make payments of Carriage Fees on or before the due date mentioned herein the multi system operator (MSO) shall have the right:

(i) to disconnect the services of Carriage to the PLC in accordance to applicable Laws.

(ii) to terminate this agreement, subject to a notice of 21 days in advance.

(iii) to charge a simple interest at the rate of 18 percent per annum from the date such amounts become due until they are fully and actually paid.

#### 5. PLC'S COVENANTS

5.1 (i) The PLC hereby declare that they are registered with the Head Post Master, the competent Authority and have experience in the field of Cable TV Operator.

(ii) The local channel for telecasting movies and related cinema programmes should have certificate pertaining to the copy rights and agreement for broadcasting.

(iii) The PLC undertakes to provide the content of its Local Channel in AV mode to the head end of the MSO situated at -----at present or to any other places where the MSO operates its Head end in future.

(iv) The PLC undertakes to refrain from providing any News/ current affairs articles in the said Local Channel

(v) The PLC undertakes to strictly adhere with the provisions of programme code and advertisement code in accordance to sec 5 and sec 6 of the ACT.

(vi) The PLC undertakes to transmit programmes only with copyrights from their respective owners or assignees and without contravening the provisions of " The Copy right Act 1972 and "The Cinematography Act 1952"

(vii) The PLC undertakes to refrain from using the name of MSO either in procuring advertisement or in any other activities to promote the business of PLC or in any other manner.

(viii) The PLC shall Provide signals of highest quality and maintain its services to maximum level.

(ix) The PLC shall accept the Geographical area of Cable Service provided by the MSO limited to its territory and shall not claim any difference in Carriage fee due to the change in Territorial Area.

(x) The PLC shall not perform or, not induce another person to perform or offer to perform any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copy rights of the multi system operator (MSO).

(xi) The PLC Shall comply with all the applicable situations or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc., issued, published or circulated under any law for the time being in force.

(xii) The PLC Shall extend all reasonable co-operation, to the multi system operator (MSO), to enable the multi system operator (MSO) to conduct such inspections etc. so as to satisfy itself with regard to the fulfillment of the mentioned in this Agreement, on the part of the Affiliate.

(xiii) The PLC shall have no right, without the prior written consent of the multi system operator (MSO) to assign or transfer any of its rights or obligations under this Agreement. Any breach, actual, potential or threatened violation of this clause, shall entitle the multi system operator (MSO) to terminate this Agreement and to take any other measures as may be appropriate under the law after giving the prescribed notice.

(xiv) The PLC shall not do any act or thing as a result which would go against the provisions said in the "The emblems and name (prevention of improper use) Act 1950 (12 of 1950), "The cinematography Act" 1952 (37 of 1952), "The Tamil Nadu Cinema Regulation Act" 1955, "The Tamil Nadu Cinemas Regulation Rules" 1957, "The prize competitions Act" 1955 (42 of 1955), "The copy rights Act" 1957 (14 of 1957), " The trade and merchandise marks Act" 1958 (43 of 1958)," The consumer Protection Act" 1986 (68 of 1986 and "The Competition Act" 2002 (12 of 2003).

## 6. RIGHTS & OBLIGATIONS OF MULTI SYSTEM OPERATOR (MSO)

(i) To provide a frequency for carriage of the Local channel of the PLC at the discretion of the MSO during the tenancy of this Agreement.

(ii) Not to modify or scramble of any of the contents provided by the PLC and feed the same in to the Carriage as provided by the PLC to its Head end.

(iii) To provide signals with good audio and video levels.

(vii) To deal with satellite channel broadcasters; and

(viii) Not to interfere in to any commercial transactions done in the day to day activities of the PLC including collections of advertisements.

## 7. UNDERTAKINGS

7.1 Each party shall recognize the exclusive ownership of the property owned and installed by the other party and shall not have or claim any right, title or interest or lien of whatsoever nature.

7.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the multi system operator (MSO) and the PLC is on "Principal" basis.

7.3 It is clearly understood and accepted by each party that it shall have no right to use any intellectual property of the other on the Services provided by them.

7.4 The PLC shall not transfer, assign. Re-assign either in full or in parts any of the Rights, Obligations and benefits derived out of this agreement to any third party without written permission from the MSO.

7.5 Both the parties shall comply with the Laws, as applicable to them.

## 8. DISCLAIMER AND INDEMNITY

8.1 In no event, either multi system operator, MSO or the employee thereof shall be liable to the PLC or to any of their associates or any other person for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any cable disconnection or information or for any indirect or consequential loss or damage, whether or not attribute to any act or omission of the multi system operator (MSO) or of any its employees or otherwise.

8.2 The PLC shall indemnify the multi system operator (MSO) from all cost, expense and damages by reason of any claim, action or proceedings from any third party or from its associates or customers for any inconvenience, loss or annoyance caused to them due to any default of the PLC or due to termination of the Agreement or suspension of the Service due to PLC's breach.

8.3 The PLC shall keep the multi system operator (MSO) fully indemnified and harmless against any cost or claims, damages, action or proceedings, loss or liability that may arise to the multi system operator (MSO) arising due to breach of any representation, warranty or undertaking made by the PLC and also by reason of any claim, action or proceedings from any third party or from its associates or customers for any inconvenience, loss or annoyance caused to them due to any act of PLC.

## 9. TERM AND TERMINATION

9.1 The validity of this Agreement stands valid for One Year from -----2014 to --.--.2014.

9.2 This agreement can be terminated by either party if the other party.

a) fails to comply with any of the terms and conditions of this agreement and such failure, if capable of remedy, is not rectified within 30 days of receipt of written notice of such failure from the other party; or

b) goes into liquidation or becomes insolvent either compulsorily or voluntarily (say for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of their assets.

c) This agreement can be terminated by the multi system operator (MSO), if the PLC fails to pay the subscription amounts on or before the due date after a notice of 21 days.

#### 10. EFFECT OF SUSPENSION:

In case of default by the PLC, the multi system operator (MSO) may instead of terminating the Agreement, suspend the transmission of the Local Channel in accordance with Law, without any liability, responsibility or obligation to any of the customers of PLC for such period until the PLC remedies the default.

#### 11. EFFECT OF TERMINATION

11.1. In the event of the defaulting on the payment for two consecutive months, the 3 months Performance Guarantee remitted will be adjusted against the dues and the allotment will stand terminated.

11.2 In the event of the Termination, the PLC shall pay all amount due and payable by the PLC to the MSO up to the date of the Termination.

11.3. The MSO shall reconnect the service, in the event of the Termination, if the PLC shall pay the entire Carriage Fee due including the period of suspension of transmission.

11.4 The expiration and termination of this Agreement shall be without prejudice to the rights which have already accrued to either party.

11.5 Upon termination of this Agreement, the parties may, by mutual consent, revive this Agreement. The multi system operator (MSO) shall reconnect the service upon such revival subject to such terms and conditions as are mutually agreed.

#### 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The rights and obligations of the Parties under the Agreement shall be governed by laws of India.

12.2 It is agreed that the MSO and the PLC shall co-operate with each other in the best possible manner and do all reasonable act, deeds and things as may be required by the other to successfully comply with the terms of this agreement. Disputes, if any shall be referred to arbitration as contemplated by the Arbitration and conciliation act, 1996, the Venue of Arbitration shall be Chennai and the language shall be English. The Arbitration proceeding shall be conducted by a Sole Arbitrator to be appointed by the MSO. The place for adjudication of all disputes, which arise under this agreement, shall be Chennai and the same shall be in accordance with Indian Laws. The decision of the Arbitrator shall be final and binding on the parties.”

#### 13. FORCE MAJEURE



13.1 Failure on the part of the multi system operator (MSO)/PLC to perform any of its obligations shall not entitle either party to raise any claim against the order or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of God, earthquake, tides, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the Authorities or any circumstances beyond the reasonable control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transaction contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute Force Majeure. If the conditions of Force Majeure, continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one, month from the date such notice is given.

13.2 Any accrued payment/obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this agreement pursuant to such Force Majeure.

#### 14 NOTICES

Any notice to be served on any party by the other shall be deemed to have been Validity sent if Registered Post Acknowledgement Due (RPAD) or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the party may inform and the date of receipt of such notice will be the date of receipt by the other party or shall be 7 days from the date of dispatch of the notice by RPAD.

#### 15. RESTRICTION ON TRANSFER

The PLC shall not remove, sell assign, mortgage, transfer/sublet and encumber all or any part of the network which belongs to the multi system operator (MSO). If the PLC indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the PLC shall also be liable for any action under the applicable law.

#### 16. CONFIDENTIALITY

15.1. The parties shall keep in strict confidential information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person or party not being a party to this Agreement.

15.2 The parties shall also bind their employees, officers, advisors, associates, contractors agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality as prescribed in clause 15.1 above.

#### 17. MODIFICATIONS

The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, schedules or any other document, called by whatever name, but executed relating to this agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

#### 18. BINDING EFFECT

17.1 This agreement modifies all prior understanding of the parties as to the subject matter hereof and shall not be amended except in writing by both the parties. Any other understanding between the parties (if any) with regard to any other matter such as Internet, etc or any accrued rights and obligation of the Parties, if any, shall continue to be in full force and effect.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to this agreement on the date and year appearing hereinabove.

Signed on behalf of the multi system operator (MSO)

---

In the presence of

1. ....
- 2.....

Signed on behalf of the PLC

---

In the presence of

1. ....
  
- 2.....

### .5. Checklist for Enclosures

Bidder should fill in the check list given below:  
(Tick ✓ wherever applicable)

1	Filled and signed Tender Document	YES	NO
2	EMD amount	YES	NO
3	Letter of Authorization for signing the Tender Document	YES	NO
4	3 months upset Price as Performance Guarantee	YES	NO
	<b>Eligibility Criteria</b>	YES	NO
1	Copy of Registration certificate issued by the Postal authorities of the particular district for which the Bidder applies.	YES	NO
2	Copy of Service Tax Regn. Certificate (ST-2) or ST-3	YES	NO
3	No Due Certificate (regarding the subscription Fee and also the carriage Fee dues to TACTV) from the Dy.Manager/Spl.Tahsildar (Cable TV), TACTV in the respective district	YES	NO

**NOTE:** Please ensure the entire relevant boxes are ( ✓ ) against each column checked.

**IMPORTANT NOTE:** Bidders must ensure to submit all the required documents indicated in the Tender document without fail.

## Annexure-1

### COMPANY PROFILE

#### 1. General Details about the Bidder

Sl. No.		Particulars	Please furnish the details
1		Name of the Company and year of incorporation	
2		Nature of the Company (Public/Private/ Partnership/Sole Proprietorship)	
		Name of the Promoter/Directors	
3	a)	Registered office	
		Telegraphic Address	
		Telephone Number/Mobile No.	
		Fax Number	
		Email Address	
4		Please provide the following details:	
	a)	Permanent Account Number	
	b)	Service Tax Registration Number	
	c)	Bankers name and address	

#### 2. Tender Cost and EMD payment particulars

Sl.No	DD No.	Date	Name of the Bank	Amount in INR

#### 3. Details of 3 months Upset Price as Performance Guarantee:

Sl.No	DD No.	Date	Name of the Bank	Amount in INR

#### 4. Details in support of Eligibility Criteria

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
<b>Eligibility Criteria</b>		
1	Should be registered as a cable TV operator /Local Channel provider with the Postal Department within the particular district for which the Bidder is applying.	Copy of Registration certificate issued by the Postal authorities
2	Should be registered with Service Tax Department.	Copy of Service Tax Regn. Certificate (ST-2) or ST.3 certificate
3	Those who are having dues to the Corporation by way of cable TV Subscription /Carriage fee for local channels (including trial period) are not eligible to participate in the tender	No Due Certificate obtained from the Dy.Manager/Spl.Tahsildar (Cable TV), TACTV in the concerned district.
4	Those who were selected in the earlier Tender-cum-Auction and have not remitted the tendered carriage fee amount are not eligible to participate in this Tender.	

#### 5. Tender Declaration

I/We ----- hereby declare that the particulars furnished by us in this offer are true to the best of my/our knowledge and we understand and accept that, if any information furnished are found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

**Signature:**

**Name:**

**Designation**

**Seal**

**Annexure-2 Price Bid**

**CARRIAGE FEE**

(To be returned in original along with tender)

**NAME OF THE PLACE APPLIED FOR: \_\_\_\_\_ (Dist.HQ/Taluk)**

**Rate per Channel per month: (In Words and figures) :**

**(Rs.....Only)**

**(Service Tax @ 12.36 % or applicable rates will be charged Extra).**

Signature of the Bidder

Name and Address

Office Seal