

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

EXPRESSION OF INTEREST NOTICE

No: TACTV/SVOD SERVICE/ TECH /11190 /dt. 07.02.2019

Tamil Nadu Arasu Cable TV Corporation (TACTV) intends to invite SVOD services by provider for digital transmission throughout Tamil Nadu for a period of one year.

1	Authority to Finalise EOI	Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd., 34/1113, Dugar Towers, 6 th Floor, Marshalls Road, Egmore, Chennai 600 008.
2	Purpose Expression	Tamil Nadu Arasu Cable TV Corporation (TACTV) intends to invite SVOD service provider in digital transmission throughout Tamil Nadu for a period of one year.
3	Entry fee for the EOI	On payment of Rs.10,000/- (ten thousand only) by way of Demand Draft or Banker's Cheque drawn on any Indian Nationalized / Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Ltd" payable at Chennai Auction Application can be downloaded free of cost from our website: www.tactv.in for each participating channel.
4	Document to be submitted before Auction	i)In case of Private/Public Limited Companies. <ul style="list-style-type: none">• Copy of Incorporation Certificate issued by the Registrar of Companies• Copy of memorandum and Articals of Association (ii)In case of partnership Firm, <ul style="list-style-type: none">• Registered partnership deed (iii)In case of Proprietorship Firm, Copy of GST Regn.Certificate. (iv)Copy of Copy right Agreement. (v)List of Films (Enclosure). (vi) GST Registered certificate.
5	Time and Place of submission.	22.02.2019 at onwards 3.00p.m at the address mentioned in SL.No.(1)above.

Managing DirectorTACTV

Conditions for the allotment of Channel for SVOD services for through TACTV the placement fee mode.

1. PREAMBLE

Tamil Nadu Arasu Cable TV Corporation Ltd is a Government of Tamil Nadu undertaking, incorporated under the Companies Act, 1956 with an aim to provide high quality cable signals to the public through Local Cable Operators at an affordable cost. The service provided by the TACTV Corporation is welfare step taken by the Government in the interest of the public and Cable TV operators. TACTV Corporation is operating in Tamil Nadu with a digital subscriber base of around 30 Lakhs.

TACTV plans to allot Channel in the digital transmission for providing subscription based Video on Demand and Services (SVOD) services throughout Tamilnadu by collecting subscription fee. It is proposed to allot the slots on Auction basis through transparent bidding process.

2. QUALIFICATION CRITERIA

Clause	Qualification Criteria	Supporting Document
1	The tenderer should be a registered legal entity	(i) In case of Private/Public Limited Companies. <ul style="list-style-type: none">• Copy of Incorporation Certificate issued by the Registrar of Companies• Copy of memorandum and Articals of Association (ii) In case of partnership Firm, <ul style="list-style-type: none">• Registered partnership deed (iii) In case of Proprietorship Firm, <ul style="list-style-type: none">• Copy of GST Regn. Certificate.
2	The bidder should hold valid copy right for the film content.	(i) Copy of Copy right Agreement.
3	Detail's of film content hold by the bidder	(ii) List of Films (Enclosure).
4	Should be registered with Goods and Services Tax Department.	GST Registered certificate.

3. BIDDING AND REVENUE SHARE SVOD

3(a) The bidder may also quote for LCN Placement changes preferring particular LCN.

3(b) The bidder should quote monthly charges per STB for the SVOD services. In addition, the revenue share offered to TACTV as percentage (%) age of the monthly subscription must be quoted by the bidder.

3(c) Upon finalization of rates on auction as per Clause 3 (a) TACTV will issue the Letter of Acceptance to the success fulchannel.

4. AWARD OF THE CONTRACT

4(a) The quoted price in the EOI with revenue share to TACTV in SVOD service will be awarded contract for a period of one year.

4(b) The monthly Billing for SVOD service will be based on the SMS report for the number of subscribed STBs at the end of every month.

4(c) After the Allotment Order and the payment of Security Deposit and execution of the agreement, by the SVOD Service provider.

5. SECURITY DEPOSIT

On receipt of the Letter of Acceptance from the TACTV, the successful SVOD should remit a Security Deposit (SD) of 1 lakh (one lakh) by way of Demand Draft drawn on any scheduled commercial bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited, within 3 (three) working days from the date of receipt of Letter of Acceptance.

6. AGREEMENT

The successful channel for a SVOD service provider should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the channel will be forfeited besides cancelling the bid and TACTV reserves the right to award to another successful bidders.

7. PERIOD OF CONTRACT

The Awarded SVOD would be given the contract for a period of one year from the date of issuance of LOA. The channels are not allowed cancel the contract within 3 months. However TACTV reserves the right to terminate the contract and change Landing Channel due to issue like nonpayment. On cancellation of contract before 1 year the security deposit will be forfeited.

8. OBLIGATIONS SVOD service provider

- 8(a) The SVOD service provider, should provide the content of its Channel in AV mode/multicastIP to the head end of the MSO at Chennai at present or to any other places where the MSO operates its Head end in future.
- 8(b) The SVOD service provider should strictly adhere with the provisions of programme code and advertisement code in accordance to sec 5 and sec 6 of the Cable Television Network (Regulation) Act”, 1995.
- 8(c) The SVOD service provider shall 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”
- 8(d) The SVOD service provider shall refrain using the name of MSO either in procuring advertisement or in any other activities to promote the business of SVOD or in any other manner.
- 8(e) The SVOD service provider shall provide signals of highest quality and maintain its services to maximum level.
- 8(f) The SVOD service provider shall accept the Geographical area of Cable Service provided by the MSO limited to its territory and shall not claim any difference in subscription fee due to the change in Territorial Area.
- 8(g) The SVOD service provider shall comply with all the applicable statutes 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.
- 8(h) The SVOD service provider 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 conditions mentioned in this Agreement.
- 8(i) The SVOD service provider 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.
- 8(j) The SVOD service provider 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,“The Competition Act” 2002 (12 of 2003) and “Cable Television Network (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) Regulation) Act”, 1995.
- 8(k) TACTV will not be responsible or cannot be impleaded on any of the legal issues that may arise out of the copyright of the content.
- 8(l) The service provider is responsible for entire marketing of the SVOD services through

promo Videos, Advertisements , Graphics etc in the allotted channel.

9. PAYMENT TERMS (Lump sums)

The successful SVOD service provider shall receive agreed share before 10th of next month.

10. TERMINATION OF THE CONTRACT

TACTV reserves right to terminate the contract at any time during the validity period on account of non-fulfillment of contract on any count. This will be in addition to TACTV right to make allotment of the slot to another channel at the risk and cost of the channel .

11. GENERAL CONDITIONS

11(a) Conditions in any form will not be accepted.

11(b) Any notice regarding any problems, shall deemed to be sufficiently served, if given in writing at usual or last known place of business.

11(c) TACTV reserves the right to relax or waive or amend any of the conditions.

11(d) The right of final acceptance is entirely vested with TACTV. its reserves the right to accept or reject any or all of the in full or in parts without assigning any reason whatsoever.

11(e) There is no obligation on the part of TACTV to communicate with who are not awarded.

11(f) After acceptance of the contract by TACTV, the channel will have no right to withdraw his contract of placement fee.

11(g) The SVOD service provider shall NOT operate in another name unless a valid “name change certificate” is obtained from TACTV.

11(h) Any takeover/ change of management during the currency of contract should be intimated to TACTV within 15 days.

12. ASSIGNMENT

The SVOD service provider awarded channel shall not directly or indirectly transfer, assign or underset the contract or any part, share or interest therein nor shall take a new partner without written consent of TACTV provided nevertheless any such consent shall not relieve the channel from any obligation, duty or responsibility under the contract.

13. TACTV reserves the right to accept or reject any or all the bids in part or in totality or to negotiate with any or all the SVOD service provider or to withdraw/ cancel/ modify this auction without assigning any reason whatsoever.

14. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Auction /Agreement will be subject to the Chennai jurisdiction only.

We agree to the above terms and conditions.

AUTHORIZED SIGNATURE OF THE BROADCASTER IN AUCTION

DATE :

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE – II

Form for Expression of Interest as SVOD service provider by in TACTV network

From,

Name:

Address:

Ph:

Fax:

E-mail:

To

The Managing Director,

Tamilnadu Arasu Cable TV Corporation Limited (TACTV),

34 /13, 6th Floor, Dugar Towers,

Marshall's Road, Egmore, Chennai -

600 008

Date: _____

Sub: Expression of Interest for the fixation of fee for the allotment of SVOD service provider in the digital transmission for telecasting throughout Tamilnadu –Reg .

Ref: Your Notice Dt.

With reference to above, we submit herewith our Expression of Interest application for the participation in auction for the allotment of SVOD service provider in the digital transmission throughout Tamilnadu as specified by TACTV in this auction notice.

We enclose the following documents:

- 1) Conditions duly signed in each page and enclosed in token of accepting the auction conditions.
- 2) Demand Draft or Banker's Cheque for Rs _____/- (Rupees _____) as entry fee for each SVOD participating (DD/ Banker's ChequeNo. _____ dated _____ Drawn on _____ Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited", payable at Chennai).
- 3) Details of the SVOD service provider particulars (Annexure-III) (One form for each particular).
- 4) Details of Service charges to be collected for SVOD services.

ANNEXURE – III

DETAILS OF THE SVOD service provider

1. Name of the Company/Individual/ Proprietorship opting as SVOD service provider	
2. Registered Address	
3. Address for Correspondence	
4. Telephone Number	
5. Fax	
6. Email	
7. Website, if any	
8. Contact Person	Name: Designation: Phone: Mobile: E-mail
9. Date of Incorporation	
10. Name of the Directors	
11. Service Tax/GST Registration Number	
12. PAN Number	
13. Copy right ownership details for videos to be telecasted on new.(separate list can be enclosed).	

**Authorized signature of the SVOD Service Provider with seal
(with seal and address)**

PRICE BID FOR SVOD SERVICES**(Excluding GST)**

1. Amount Offered as LCN Placement per STB for per Active STB's	Rs. _____
2. LCN No preferred in TACTV	_____
3. Subscription fixed per STB per month for SVOD Service.	Rs. _____
4. Revenue share offered to TACTV.	% _____