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

TENDER NOTICE

Tender No: TACTV/Satellite (FTA) Channels/2/2015 dt. 09.02.2015.

Tamil Nadu Arasu Cable TV Corporation (TACTV) invites sealed tenders from the Broadcasters of Satellite Free-to-Air (FTA) channels for the fixation of Carriage Fee for the allotment 23 slots in Mid, Super and Hyper bands for telecasting throughout Tamil Nadu (except Chennai Metro Area and Coimbatore City).

1	Tender inviting Authority	Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd., 34/123, Dugar Towers, 6 th Floor, Marshalls Road, Egmore, Chennai 600 008.
2	Name of the Work	Tender for fixation of Carriage Fee for the allotment of 23 slots to satellite Free-To-Air Tamil Channels in Mid, Super and Hyper Bands for telecasting throughout Tamil Nadu (except Chennai Metro Area and Coimbatore City)
3	Tender documents available place, cost and due date for obtaining tender	Tender documents can be purchased on all working days from 11.02.2015 to 10.03.2015 between 11.00 AM and 03.00 PM from the address mentioned in SI.No.(1) above on payment of Rs.1100/- 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, Tender documents can be downloaded free of cost from our website: <u>www.tactv.in</u> and <u>www.tenders.tn.gov.in</u> .
4	Upset Price and number of slots	Specified in the Tender document.
5	Earnest Money Deposit (EMD)	Rs.4,00,000/- 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 11.03.2015 at 03.00 P.M. at the address mentioned in SI.No.(1) above.
8	Date, Time and Place of Tender Opening	At 03.30 P.M. on 11.03.2015 at the address mentioned in SI.No.(1) above.

Managing Director

Tamilnadu Arasu Cable TV Corporation Limited (TACTV) (A Government of Tamilnadu Undertaking)

TENDER DOCUMENT

TENDER FOR THE FIXATION OF CARRIAGE FEE FOR THE ALLOTMENT OF 23 SLOTS TO SATELLITE FREE-TO-AIR TAMIL CHANNELS IN THE MID, SUPER AND HYPER BANDS FOR TELECASTING THROUGHOUT TAMILNADU (EXCEPT CHENNAI METRO AREA AND COIMBATORE CITY)

Tender reference no. TACTV/Satellite (FTA) Channels/2/2015 dt. 09.02.2015.

SL. No.

ISSUED TO

RECEIPT No. & DATE :

TENDER OPENING DATE :

COST OF TENDER DOCUMENT: Rs 1100/-

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IMPORTANT NOTICE

This tender procedure is governed by the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000, the Act and Rules shall prevail.

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 subscriber base of around 70.52 Lakhs.

The board of TACTV in the meeting held on 05.11.2014 has resolved to allot 23 slots in the mid, super and hyper bands to Satellite Free-To-Air (FTA) Tamil channels for telecasting throughout Tamilnadu (Except Chennai Metro Area and Coimbatore City) by collecting carriage fee. As the number of FTA Channels is more than the number of available slots, it is proposed to allot the slots on Tender cum Auction basis through transparent bidding process.

Accordingly, TACTV invites sealed tenders from broadcasters of the Satellite Free-To-Air Tamil channels in "Two Cover System" for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (Except Chennai Metro Area and Coimbatore City). The Tender notification has been published fixing the date of opening of tender as 11.03.2015.

Clause	Qualification Criteria	Supporting Document	
2(a)	The tenderer should be a Company registered under the Companies Act, 1956.	Copy of Incorporation Certificate issued by the Registrar of Companies and Memorandum and Articles of Association should be enclosed.	
2(b)	The tenderer should have a valid uplink and down link License to operate the Satellite Channel in Tamilnadu issued by Ministry of Information & Broadcasting, Government of India.	certificate of License to operate the Satellite Channel in Tamilnadu issued by Ministry of	
2(c)	The Satellite Channel for which bid is made should have been registered as Free to Air (FTA) Tamil Channel with Ministry of Information & Broadcasting and continue to operate as Free to Air Tamil Channel.	Registration certificate/ document as Free to Air (FTA) Tamil Channel with Ministry of Information & Broadcasting and continue to operate as Free to Air Tamil Channel should be enclosed.	

2. QUALIFICATION CRITERIA

Clause	Qualification Criteria	Supporting Document	
2(d)	The tenderer should be registered	Copy of Service Tax Registration certificate	
	with Service Tax Department.	should be enclosed.	
2(e)	The tenderer should have PAN	Copy of PAN allotment Certificate should	
	number issued by Income Tax	be enclosed.	
	Department.		
2(f)	The tenderer should not have been	The declaration form as per Annexure IV	
	blacklisted for supply of any items or	should be enclosed.	
	services to TACTV or any other		
	Government agency.		

3. LANGUAGE OF THE TENDER

The Tender prepared by the Tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed.

4. **PURCHASE OF TENDER DOCUMENTS**

- 4(a) The tender document shall be obtained from Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai -600 008 on payment of Rs.1100/- payable in the form of a Demand Draft or Banker's Cheque drawn on any Indian Nationalised/ Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited", payable at Chennai or it can be downloaded from www.tactv.in and www.tenders.tn.gov.in at free of cost. For the downloaded tender document, the Tenderer need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure V).
- 4(b) The tender document can be purchased on all working days between 11.00 AM and 03.00 PM from 11.02.2015 to 10.03.2015.

5. CLARIFICATION ON THE TENDER DOCUMENTS

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification must be sent in writing to "The Managing Director, Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai - 600 008". The Managing Director will review the same, and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents and will

also upload such clarification on www.tactv.in and www.tenders.tn.gov.in. The Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of the opening of the tender.

6. AMENDMENT OF TENDER DOCUMENT

TACTV whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated to all the tenderers who had purchased the tender documents and also will be uploaded on www.tactv.in and www.tenders.tn.gov.in and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

7. AUTHORISATION OF THE TENDERER

The Tender should be signed on each page by the Tenderer or by the person who is duly authorized for the same by the Tenderer.

8. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- 8(a) Every page of the tender document should be signed and enclosed with the tender in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- 8(b) Tenders should be submitted in two parts:
 - a) Part I will cover technical bid and
 - b) Part II will cover price bid
- 8(c) Tenderers should ensure submission of all documents along with Part-I and Part II proposal as per the Check list given in Annexure -VIII.
- 8(d) Tenderers are requested to submit Part I and Part II in a separate sealed cover superscripting as Part I and Part II respectively. These two Parts namely Part I and Part II must be placed in a separate sealed cover superscripted as "Tender for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City)" and addressed to "The Managing Director, Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 34/123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai 600 008", containing the name and address of the Tenderer. Tenders submitted with unsealed cover would summarily be rejected.

- 8(e) Tenders should be dropped only in the tender box kept at "Tamil Nadu Arasu Cable TV Corporation Ltd.34/123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai 600 008" upto 3.00 PM on 11.03.2015". Tenders will not be received by hand.
- 8(f) Alternatively, the tenders can be submitted through registered post so as to reach the above address upto 3.00 PM on 11.03.2015. Tenders received after the specified time will be rejected and TACTV will not be liable or responsible for any postal delays.
- 8(g) A tender once submitted shall not be permitted to be altered or amended.

9. EARNEST MONEY DEPOSIT

- 9(a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.4,00,000/- (Rupees Four Lakhs only) in the form of a Demand Draft or Banker's Cheque drawn on any Indian Nationalised/ Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited", payable at Chennai. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful Tenderers.
- 9(b) EMD will be retained in the case of successful Tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- 9(c) Any request of Tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.
- 9(d) The amount remitted towards EMD is liable to be forfeited in case the Tenderer fails to execute the contract after submission of the tender or after acceptance of the offer by TACTV or fail to sign the Agreement or to remit the Security Deposit.

10. VALIDITY

The rate quoted in the Tender should be valid for the acceptance by the TACTV, for a minimum period of **90 days** from the date of opening of the Tender. The accepted rate is valid during entire contract period.

11. OPENING AND EVALUATION OF THE TENDER

11(a) The tenders received upto 3.00 PM as per the office clock on 11.03.2015 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Managing Director of Tamil Nadu Arasu Cable TV Corporation Limited or by the Person/Committee authorized by him at 03.30 PM on the same day in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.

- 11(b) The Managing Director of Tamil Nadu Arasu Cable TV Corporation Limited or Person/Committee authorized by him will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents are not present then, in such cases the Person/Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- 11(c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 3.00 PM on the next working day and opened at 03.30 PM on the same day.
- 11(d)The Technical bid will be evaluated by the Committee of TACTV in terms of the qualification Criteria. The Committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
- 11(e) TACTV may arrange for field inspection to verify their pre-qualifying conditions before opening of Part II cover and in case if any failure to satisfy the requirements, their Tender will be rejected and their Part-II Cover will not be opened.
- 11(f) The Tenderers declared as qualified by the Committee, will be informed the date of opening of Part II (Price bid).

12. PRICE OFFER

- 12(a) The price bid should be prepared as per Annexure-VII and should be kept only in the Part II cover.
- 12(b) The amount quoted is **exclusive** of all Government taxes and duties, charges or fee leviable by Central & State or local authority.
- 12(c) The price should be neatly and legibly written both in figures and words.
- 12(d)In case of discrepancy between the prices quoted in words and figures highest of the two shall be considered.
- 12(e) The Tenderers shall offer quotes for only Channels which are registered as Free o Air Tamil Channels with Ministry of Information and Broadcasting and continue to operate as Free to Air Tamil Channel.
- 12(f) The Tenderers shall offer quotes for one or more Channels in one or more frequency bands. However, only one slot is permissible for one Channel in a particular frequency band. In other words for each Channel the tenderer shall offer quote for one slot each in the frequency bands namely Mid band, Super band and Hyper band.
- 12(g)Part-II bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

13. AWARD OF CONTRACT

- 13(a) The tenderer who has quoted highest price (H1) in each frequency band will be called for negotiations for enhancing the carriage fee. If two or more tenderers have quoted the same rate for a particular frequency, auction will be conducted and the highest among the tenderer will be called for negotiations to decide the Carriage Fee for that frequency.
- 13(b)If the quote offered by a Tenderer for a particular Channel is H1 in more than one Frequency bands namely Mid band, Super band and Hyper band, the quote with respect to the highest frequency band will only be accepted.
- 13(c) The negotiated price will be the Carriage Fee for the other channels in the respective frequency band.
- 13(d)If the number of tenderers willing to match the negotiated price is more than the available vacant channels, the allotment will be made in the descending order of their price bids.
- 13(e) Upon finalization of rates and tenderers as per Clause 13 (a) to 13(d), TACTV will issue the Letter of Acceptance to the successful tenderers.

14. SECURITY DEPOSIT

- 14(a) On receipt of the Letter of Acceptance from the TACTV, the successful Tenderer should remit a Security Deposit (SD) of 5% of the agreed carriage fee for one year, by way of Demand Draft drawn on any scheduled commercial bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited, within 5 (five) working days from the date of receipt of Letter of Acceptance. The EMD shall be adjusted with the Security Deposit.
- 14(b)Any other amount pending with TACTV will not be adjusted under any circumstances, against the Security Deposit if so requested.
- 14(c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the Tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- 14(d) Security Deposit amount remitted will not earn any interest.

15. AGREEMENT

The successful Tenderer 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 EMD/SD amount remitted by the Tenderer will be forfeited besides cancelling the Tender.

16. PERIOD OF CONTRACT

The successful tenderer would be given the contract for a period of one year or the date of implementation of Phase-III of the digitization* by Ministry of Information and Broadcasting, Government of India, whichever is earlier.

* As per the notification dated 11th September 2014 issued by Ministry of Information and Broadcasting, the deadline for Phase-III of the digitization is fixed 31st December 2015.

17. ISSUE OF ALLOTMENT ORDER

After payment of Security Deposit and execution of the agreement, "Allotment Order" will be issued to the successful Tenderer. Fixing of Channels in the allotted frequency bands will be done on the same day of issue of allotment order.

18. OBLIGATIONS OF MULTI SYSTEM OPERATOR (MSO)

- 18(a) To provide a frequency for carriage of the channel of the Satellite Free-To-Air Channel as per the frequency allotted in the Tender by the MSO discretion during the tenancy of the Contract.
- 18(b)Not to modify or scramble of any of the contents provided by the Satellite Free-To-Air Channel and feed the same in to the Carriage as provided by the Satellite Free-To-Air Channel to its Head end.
- 18(c) To provide signals with good audio and video levels.
- 18(d) To deal with satellite channel broadcasters; and
- 18(e) Not to interfere in to any commercial transactions done in the day to day activities of the Satellite Free-To-Air Channel including collections of advertisements.

19. OBLIGATIONS OF CHANNEL

- 19(a) The Satellite Free-To-Air Channel, should provide the content of its Channel in AV mode to the head end of the MSO (Both its own Headends and Headends on lease) situated at 78 places at present or to any other places where the MSO operates its Head end in future.
- 19(b) The Satellite Free-To-Air Channel 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.

- 19(c) The Satellite Free-To-Air Channel 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"
- 19(d) The Satellite Free-To-Air Channel shall refrain using the name of MSO either in procuring advertisement or in any other activities to promote the business of Satellite Free-To-Air Channel/Pay Channel or in any other manner.
- 19(e) The Satellite Free-To-Air Channel shall provide signals of highest quality and maintain its services to maximum level.
- 19(f) The Satellite Free-To-Air Channel 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.
- 19(g) The Satellite Free-To-Air Channel 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.
- 19(h)The Satellite Free-To-Air Channel 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.
- 19(i) The Satellite Free-To-Air Channel 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.
- 19(j) The Satellite Free-To-Air Channel 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) ,"The Competition Act" 2002 (12 of 2003) and "Cable Television Network (Regulation) Act", 1995.

20. PAYMENT TERMS

The successful tenderer shall pay one month carriage fee in advance within 10 days from the date of issue of allotment order and make the subsequent monthly before 5^{th} of every succeeding month.

21. TERMINATION OF THE CONTRACT

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

22. GENERAL CONDITIONS

22(a) Conditional Tender in any form will not be accepted.

- 22(b)Any notice regarding any problems, to the tenderer shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.
- 22(c) TACTV reserves the right to relax or waive or amend any of the tender conditions.
- 22(d) The right of final acceptance of the tender is entirely vested with TACTV and TACTV reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.
- 22(e) There is no obligation on the part of TACTV to communicate with tenderers who are not qualified.
- 22(f) After acceptance of the tender by TACTV, the tenderer will have no right to withdraw his tender.
- 22(g) The Satellite Free to Air Channel shall NOT operate in another name unless a valid "name change certificate" is obtained from Ministry of Information and Broadcasting, Government of India, New Delhi and the same is submitted to TACTV.
- 22(h)Any takeover/ change of management during the currency of contract should be intimated to TACTV within 15 days.

23. ASSIGNMENT

The successful tenderer 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 tenderer from any obligation, duty or responsibility under the contract.

24. TACTV reserves the right to accept or reject any or all the tenders in part or in totality or to negotiate with any or all the tenderers or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

25. JURISDICTION OF THE COURT

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

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER

DATE :

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE - I

DETAILS OF VACANT CHANNELS AND UPSET PRICE

Sl.No.	Channel Frequency Band	# Upset Price per Channel (Slot) Per month (Rs.)	No.of Vacant Channels
1.	S4 to S6 (Mid Band)	Rs.46,92,000/-	3
2.	S12 to S20 (Super Band)	Rs.43,01,000/-	9
3.	S21 to S31 (Hyper Band)	Rs.39,10,000/-	11
	Total		23

Note:

- 1. Service Tax / Other taxes & duties will be extra.
- 2. TACTV reserves the right to allot any channel within the frequency band.

SIGNATURE OF THE TENDERER

ANNEXURE - II

PART-I

Date:_____

From,

Name: Address: Ph: Fax: E-mail:

To,

The Managing Director, Tamilnadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshall's Road, Egmore, Chennai - 600 008

Sir,

- Sub: Tender for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City) – Submission of Part I –Reg.
- Ref: Your Tender Notice Dt.

With reference to your tender notice, we submit herewith our sealed tender for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City) as specified by TACTV in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Demand Draft or Banker's Cheque for Rs.4,00,000/- (Rupees Four Lakhs only) towards Earnest Money Deposit (DD/ Banker's Cheque No. ______ dated ______ drawn on ______ Bank in favour of

"Tamil Nadu Arasu Cable TV Corporation Limited", payable at Chennai).

- 3) Authorization letter from the Tenderer for the person to sign the tender.
- 4) Details of the Tenderer (Annexure-III)

SIGNATURE OF THE TENDERER

- 5) Declaration for not having black listed either by TACTV or by any other Govt. agencies (as per Annexure-IV).
- 6) Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-V).
- 7) Copy of Incorporation Certificate issued by the Registrar of Companies
- 8) Copy of Memorandum and Articles of Association
- 9) Copy of uplink and downlink certificate of License to operate the Satellite Channel in Tamilnadu issued by Ministry of Information and Broadcasting, Government of India.
- 10) Proof for Registration as Free to Air Tamil Channel with Ministry of Information & Broadcasting and continued operation as Free to Air Tamil Channel.
- 11) Copy of Service Tax Registration certificate should be enclosed.
- 12) Copy of PAN allotment Certificate should be enclosed.
- 13) Latest Service Tax Clearance Certificate
- 14) Latest I.T return.
- 15) Annual report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 financial years i.e. FY 2011-12, 2012-13 and 2013-14. If, the number of years of operation is less than 3 years, the tenderer may submit the details for the operating financial years.

Yours faithfully,

SIGNATURE OF THE TENDERER (with seal and address)

Encl: As stated above

ANNEXURE – III

1. Name of the Tenderer	
2. Registered Address	
2. Registered Hadress	
3. Address for	
Correspondence	
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. Name of the Free to	(a)
Air Satellite Channels	(b)
operated by the	
Company	(d)
I I J	
12. License Number issued	
by the Ministry of	
Information &	
Broadcasting	
13. Service Tax	
Registration Number	
14. PAN Number	

DETAILS OF THE TENDERER

SIGNATURE OF THE TENDERER

(with seal and address)

ANNEXURE – IV

CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / share holders had not been blacklisted by Tamilnadu Arasu Cable TV Corporation Limited (TACTV), or by any Government Agencies.

> SIGNATURE OF THE TENDERER (with seal and address)

ANNEXURE - V

DECLARATION FORM

Date: _____

b) I/We have downloaded the tender document from the internet site <u>www.tactv.in /</u> <u>www.tenders.tn.gov.in</u> and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with TACTV or prosecuted.

> SIGNATURE OF THE TENDERER (with seal and address)

ANNEXURE - VI

PART-II

From,

Name: Address: Ph: Fax: E-mail:

To,

The Managing Director, Tamilnadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshall's Road, Egmore, Chennai - 600 008

Sir,

- Sub: Tender for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City) - Submission of Part – II – Price Offer-Reg
- Ref:- Our tender (Technical Bid) submitted today "for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City)"

In continuation of our above tender, we submit herewith the price offer "for the fixation of Carriage fee for the allotment of 23 Slots in the Mid, Super and Hyper bands for telecasting throughout Tamilnadu (except Chennai Metro Area and Coimbatore City)" as specified by TACTV in this tender document.

We agree to abide by the terms and conditions stipulated by the TACTV and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by the TACTV in this tender will hold good as per TACTV tender conditions.

Yours faithfully,

SIGNATURE OF THE TENDERER

ANNEXURE –VII

PRICE BID

Sl.No.	Channel Frequency	Upset Price per month (Rs.)	Name of the FTA Channel	Rate per month (Rs.)	Amount in Words (Rupees)
1.	S4 (Mid Band)	Rs.46,92,000/-			
2.	S5 (Mid Band)	Rs.46,92,000/-			
3.	S6 (Mid Band)	Rs.46,92,000/-			
4.	S12(Super Band)	Rs.43,01,000/-			
5.	S13(Super Band)	Rs.43,01,000/-			
6.	S14(Super Band)	Rs.43,01,000/-			
7.	S15(Super Band)	Rs.43,01,000/-			
8.	S16(Super Band)	Rs.43,01,000/-			
9.	S17(Super Band)	Rs.43,01,000/-			
10.	S18(Super Band)	Rs.43,01,000/-			
11.	S19(Super Band)	Rs.43,01,000/-			
12.	S20(Super Band)	Rs.43,01,000/-			
13.	S21(Hyper Band)	Rs.39,10,000/-			

SIGNATURE OF THE TENDERER (with seal and address)

Sl.No.	Channel Frequency	Upset Price per month (Rs.)	Name of the FTA Channel	Rate per month (Rs.)	Amount in Words (Rupees)
14.	S22(Hyper Band)	Rs.39,10,000/-			
15.	S23(Hyper Band)	Rs.39,10,000/-			
16.	S24(Hyper Band)	Rs.39,10,000/-			
17.	S25(Hyper Band)	Rs.39,10,000/-			
18.	S26(Hyper Band)	Rs.39,10,000/-			
19.	S27(Hyper Band)	Rs.39,10,000/-			
20.	S28(Hyper Band)	Rs.39,10,000/-			
21.	S29(Hyper Band)	Rs.39,10,000/-			
22.	S30(Hyper Band)	Rs.39,10,000/-			
23.	S31(Hyper Band)	Rs.39,10,000/-			

Note: Please refer Clause 12 of the tender document while preparing the price bid.

SIGNATURE OF THE TENDERER (with seal and address)

CHECKLIST OF DOCUMENTS

Documents to be enclosed in Part-I:

- A covering letter on your letter head addressed to The Managing Director, Tamilnadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshall's Road, Egmore, Chennai - 600 008 (as per Annexure-II)
- 2. Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 3. Demand Draft or Banker's Cheque for Rs.4,00,000/- (Rupees Four Lakhs only) towards EMD.
- 4. Authorization letter from the Tenderer for the person to sign the tender.
- 5. Details of the Tenderer (Annexure-III)
- 6. Declaration for not having black listed either by TACTV or by any other Govt. agencies (as per Annexure-IV).
- 7. Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-V).
- 8. Copy of Incorporation Certificate issued by the Registrar of Companies
- 9. Copy of Memorandum and Articles of Association
- 10. Copy of uplink and downlink certificate of License to operate the Satellite Channel in Tamilnadu issued by Ministry of Information and Broadcasting, Government of India.
- 11. Proof for Registration as Free to Air Tamil Channel with Ministry of Information & Broadcasting and continued operation as Free to Air Tamil Channel.
- 12. Copy of Service Tax Registration certificate should be enclosed.
- 13. Copy of PAN allotment Certificate should be enclosed.
- 14. Latest Service Tax Clearance Certificate
- 15. Latest I.T return.
- 16. Annual report/ certified copies of Balance Sheet, Profit & Loss statement for the last 3 financial years i.e. FY 2011-12, 2012-13 and 2013-14. If, the number of years of operation is less than 3 years, the tenderer may submit the details for the operating financial years.

Documents to be enclosed in Part-II

- A covering letter on the letter head addressed to The Managing Director, Tamilnadu Arasu Cable TV Corporation Limited (TACTV), 34 /123, 6th Floor, Dugar Towers, Marshall's Road, Egmore, Chennai - 600 008 (as per Annexure-VI)
- 2. Price Bid as per Annexure-VII of the Tender document.

Note: Tenders submitted in unsealed cover would summarily be rejected.