

TACTV

EXPRESSION OF INTEREST (EoI)

FOR

**ALLOTMENT OF STATE LEVEL PRIVATE LOCAL
CHANNELS IN THE CABLE TV SERVICE OF TAMILNADU
ARASU CABLE TV CORPORATION LTD**

**EoI No: TACTV/PLC/EoI/Local Channels/10846/2018
dt.08.01.2019**

Tamil Nadu Arasu Cable TV Corporation Ltd.,
34(123), Dugar Towers, 6th Floor, Marshalls Road,
Egmore, Chennai 600 008.

TAMIL NADU ARASU CABLE TV CORPORATION LTD

(A Govt. of Tamil Nadu Undertaking)

34(123), Dugar Towers, 6th Floor, Marshalls Road, Egmore,
Chennai 600 0038.

Ph: 044-28432911, Fax: 044-28432913, Email:tactv@tactv.in

EXPRESSION OF INTEREST (EOI) NOTICE

Ref: TACTV/PLCEol/Local Channels/10846/2018 dt . 08.01.2019

Tamil Nadu Arasu Cable TV Corporation Ltd invites **Expression of Interest (Eol)** from the eligible **Private Local Channels** who are willing to operate their channels in the **channel slots all over Tamil Nadu**.

The following documents shall be enclosed along with the Eol application.

EOI documents can be downloaded free of cost from our website: www.tactv.in and www.tenders.tn.gov.in. Separate Tender document should be used for each quoted place.

APPLICATION COST : Rs.50,000/-(Rupees Fifty Thousands only) (Non Refundable)

Timeline:

Call for EOI released	24.01.2019
Submission of EOI Application starts from	31.01.2019 upto 3.00 P.M
Opening of EOI Application starts from	01.02.2019 at 11.00 A.M

EOI applications along with necessary enclosures shall be placed inside the sealed envelope clearly marked and dropped in the Tender boxes kept in the Office of the Tamil Nadu Arasu Cable TV Corporation Ltd at the above mentioned Address at Chennai. Tamil Nadu Arasu Cable TV Corporation Ltd reserves the right to accept or reject any EOI application made pursuant to this request at its own discretion without assigning any reason thereof.

MANAGING DIRECTOR

TAMIL NADU ARASU CABLE TV CORPORATION LTD

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STATE LEVEL PRIVATE LOCAL CHANNEL APPLICATION FORM

Sl. No.		Particulars	Please furnish the details
1		Name of the Proprietor	
2		Name of the Company and year of incorporation	
3		Nature of the Company (Public/Private/ Partnership/Sole Proprietorship)	
4		Name of the Channel	
5	a)	Registered office Address	
	b)	Telephone No./Mobile No.	
	c)	Fax Number	
	d)	Email Address	
6	a)	Postal License Number	
	b)	Permanent Account Number	
	c)	Goods and Services Tax Registration Number	

I hereby apply for running State level Private Local Channel in Tamil Nadu Arasu Cable TV. Please find the enclosed Demand Draft worth Rs.50,000/-(Rupees Fifty Thousand only) drawn in favour of Tamil Nadu Arasu Cable TV Corporation Ltd. Payable at Chennai as Application Cost. The details are as follows.

Sl.No.	DD No & Date	Name of Bank	Amount (Rs.)

I hereby declare that I have no dues outstanding with TACTV in any of the demands.

I agree to pay Rs.10,00,000/-(Rupees Ten Lakh only) towards Performance Guarantee immediately upon being selected.

Conditions of State level Private Local Channels in TACTV.

1. Eligibility Criteria

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1	Should be registered with the Postal Department in accordance with the particular district for which the Bidder is applying.	Copy of Registration certificate issued by the Postal authorities
2	Should be registered with Goods and Services Tax Department.	Copy of Goods and Services Tax Regn.
3	The existing PLCs have no dues with TACTV till March 2018. The outstanding dues will be verified by TACTV, Head Office at Chennai and Allotment Order will be Cancelled to those who have not cleared their dues beyond the stipulated date.	Copy of Proof of payment and "No Due Certificate" from FA&CAO, TACTV.

2. Base Price per STB

Base Price per STB will be decided based on the base price of other distribution platforms.

3. EoI Evaluation:

If the Number of Applicants is more than the vacancy specified, the allotment of Channels will be made on the basis of the highest quote.

4. 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 as per the format 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 successful bidder fails to act upon the tender conditions or fails to commence operations after being selected, their Performance Guarantee will also be forfeited to TACTV.

d. 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.

5. Payment Clause

Every successful Bidder shall pay the carriage fee of a month on or before the 5th day of every successive month.

6. 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 8th day from the date of receipt of the allotment order irrespective of the commencement of the channel.

7. Renewal of Agreement:

- a. Initially the Agreement shall be executed only for 12 months from the date of activation..
- b. If the performance of the Bidder is satisfied, the Company at its discretion, may extend the Agreement for a further period of 12 months .

8. 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 alone will have the jurisdiction in relation thereto.

9. Checklist for Enclosures(Tick \checkmark wherever applicable)

1	Filled and signed EOI Document	YES	NO
2	Signed Tendered document agreeing all conditions	YES	NO
3	Application Cost Rs.50,000/-	YES	NO
	Eligibility Criteria	YES	NO
1	Copy of certificate issued by the Postal authorities anywhere in Tamil nadu.	YES	NO
2	Copy of Goods and Service Tax Regn. Certificate	YES	NO
3	Copy of PAN	YES	NO

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

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

10. 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

Annexure-1 Price Bid

CARRIAGE FEE

(To be returned in original along with tender)

Name of the Channel:.....

Rate quoted per STB per month : (In Words and figures) :

(Rs Only)

(GST @ 18% or applicable rates will be charged Extra).

Enclose: Proof of Bills from other Distribution Platforms(If the Applicant is already existing in other platforms)

Signature of the Bidder :

Name and Address :

Office Seal :

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 ---day of -----2019 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 Mnaging 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 -----(hereinafter referred to as the "Local Channel Provider" or "PLC" which expression shall unless repugnant to the context or meaning there of be deemed to include the successors and permitted assignees, legal heirs, executors) of the OTHER PART.

The Area of Operation is ----- (Feeding Point).

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. TACTV under license from Ministry of Information and Broadcasting as 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, or a Private Local Channel 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, per set top box and also the service tax at the applicable rate.

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

4.3 The PLC will pay to the multi system operator (MSO) the monthly Carriage charges specified herein each month on or before **5th** of the calendar month.

4.4 The PLC has on this date paid a sum of **Rs.10,00,000** (Rupees **Ten Lakhs** only) in DD towards Performance Guarantee payment, which the MSO acknowledges.

TAXES

4.5 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

4.6 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.

5.PLC'S COVENANTS

5.1 The PLC undertakes to start the Channel within 7 days from the date of issue of Provisional Allotment Order.

5.2 The PLC undertakes to pay the Carriage Fee from the 8th day of allotment order irrespective even in case the Channel was started after the 7 days period.

5.3 If the Channel fails to commence even after the expiry of 7 days of allotment order, the PLC undertakes to forfeit the 2 months performance Guarantee Amount.

5.4 (i) The PLC hereby declare that they are registered with the Head Post Master, in terms of 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 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.

(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.

(iv) 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 with out written permission form 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 copy Rights violation, 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 -----
--2018 to ---.---.2019.

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) 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.

c) This agreement can be terminated by the MSO If the Channel does not commence after the expiry of 7 days of allotment order and the EMD amount and the 2 months performance Guarantee Amount will be forfeited.

d) Even after the commencement of the Channel within 7 days of allotment order, the Channel should continue to remain in operation for minimum 3 months period. If the Channel for any reason whatsoever wishes to discontinue its operation within this 3 months period, the Performance Guarantee amount will not be refunded.

10. EFFECT OF SUSPENSION:

In case of default by the PLC, the multi system operator (MSO) at its discretion 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 cost of arbitration to be borne equally by both the parties. 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 Validly 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.....