

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

AUCTION NOTICE

Auction No: TACTV / Satellite Channels / 3 / 2018 dt.05.02.2019.

Tamil Nadu Arasu Cable TV Corporation (TACTV) intends to auction Landing Channel allotment to the Broadcasters of Satellite Free-to-Air (FTA) and Pay channels which are not rated by collecting the Placement Fee for the allotment of Landing Channel in digital transmission throughout Tamil Nadu for a period 1.3.19 to 31.5.19(three months).

1	Auctioning Authority	Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd., 34/123, Dugar Towers, 6 th Floor, Marshalls Road, Egmore, Chennai 600 008.
2	Auction purpose	Auction for fixation of Placement Fee for the allotment of Landing Channel to satellite Free-To-Air and Pay Channels which are not rated, in the Digital transmission of TACTV throughout Tamil Nadu.
3	Entry fee for the Auction	On payment of Rs.50,000/- 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	<ol style="list-style-type: none">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.50,000/- (Rupees Fifty Thousand only) as entry fee towards each channel participating (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 Broadcaster for the person to participate.4) Details of the Channel particulars (Annexure-III) (One form for each channel).5) Application form as per Annexure -II6) TRAI schedule IV form with MIB license copy.7) Proof of Not being rated by BARC
5	Time and Place of Auction	15.02.2019 at 11.00 A.M. at the address mentioned in Sl. No.(1) above.

Managing Director TACTV

Conditions in Auctioning for allotment of Landing Channel for broadcasting satellite channel through TACTV by paying the placement fee

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 Landing Channel in the digital transmission to Satellite Free-To-Air (FTA) and Pay channels for telecasting throughout Tamilnadu by collecting placement fee. It is proposed to allot the slots on Auction basis through transparent bidding process.

2. QUALIFICATIONCRITERIA

Clause	Qualification Criteria	Supporting Document
2(a)	The channel 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.	Copy of both uplink and downlink certificate of License to operate the Satellite Channel in Tamilnadu issued by Ministry of Information & Broadcasting, Government of India should be closed.
2(b)	The Satellite Channel for which bid is made should have been registered as Free to Air (FTA) / Pay Channel with Ministry of Information & Broadcasting and continue to operate as Free to Air/pay Channel.	Registration certificate/ document as Free to Air (FTA)/Pay Channel with Ministry of Information & Broadcasting and continue to operate as Free to Air/Pay Channel should be enclosed as per schedule –IV of New TRAI tariff regulation dated 03.03.2017 .
2(c)	As Free to Air (FTA) / Pay Channel with Ministry of Information & Broadcasting and continue to operate as Free to Air/pay Channel it should not be rated	Submission of Proof of Not being rated by BARC

3. AWARD OF AUCTION

3(a) The highest quoted price in the auction (H1) over in landing channel will be awarded.

3(b) The monthly Billing for landing Channel Placement Fee will be based on the SMS report for the number of all Active STBs irrespective of channel subscription of the channel in TACTV network on 20th of previous month

3(c) Up on finalization of rates on auction as per Clause 3 (a) TACTV will issue the Letter of Acceptance to the successful channel.

4. SECURITY DEPOSIT

On receipt of the Letter of Acceptance from the TACTV, the successful Channel should remit a Security Deposit (SD) of 1 month advance (36 Lakhs STBs x Landing Channel rate fixed), 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.

5. AGREEMENT

The successful channel for a Landing Channel placement fee auction 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.

6. PERIOD OF CONTRACT

The Awarded Channel would be given the contract for a period of 3 months from 1.3.19. 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.

7. ISSUE OF ALLOTMENT ORDER

After the Allotment Order and the payment of Security Deposit and execution of the agreement, by the Channel.

8. OBLIGATIONS OF MULTI SYSTEM OPERATOR(MSO)

- 8(a) To provide a Landing Channel for the Satellite Free-To-Air and Pay channel as per the the auction by the MSO discretion during the tenancy of the Contract.
- 8(b) Not to modify any of the contents provided by the Satellite Free-To-Air/Pay Channel and feed the same as provided by the Satellite Channel to its Head end.
- 8(c) To provide signals with good audio and video levels.
- 8(d) To deal with satellite channel broadcasters; and
- 8(e) Not to interfere in to any commercial transactions done in the day to day activities of the Satellite Channel including collections of advertisements.
- 8(f) The channels should be fixed for the vacant slots in their declared genre only.

9. OBLIGATIONS OFCHANNEL

- 9(a) Only those channels, who comply the direction of the TRAI circular dated 3rd December 2018 are eligible to participate in the Tender.
- 9(b) The Satellite 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.
- 9(c) The Satellite 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”
- 9(d) The Satellite 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.
- 9(e) The Satellite Channel shall provide signals of highest quality and maintain its services to maximum level.
- 9(f) The Satellite Channel shall accept the Geographical area of Cable Service provided by the MSO limited to its territory and shall not claim any difference in Placement fee due to the change in Territorial Area.
- 9(g) The Satellite 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.
- 9(h) The Satellite 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.
- 9(i) The Satellite 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.

9(j) The Satellite 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.

10. PAYMENT TERMS

The successful channel shall pay one month placement fee in advance within 3 days from the date of issue of allotment order and make the subsequent monthly payment before 25th of every previous month as prepaid mode.

11. 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 awarded Landing Channel based on auction.

12. GENERAL CONDITIONS

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

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

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

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

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

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

2(g) The Satellite 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.

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

13. ASSIGNMENT

The Landing Channel awarded channel shall not directly or indirectly transfer, assign or under set 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.

14. 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 channels or to withdraw/ cancel/ modify this auction without assigning any reason whatsoever.

15. 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 jurisdiction of the TDSAT 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

Application Form for participation in auction of Landing Channel by payment of placement fee in TACTV network

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

Date: _____

Sub: Auction for the fixation of fee for the allotment of Landing Channel in the digital transmission for telecasting throughout Tamilnadu –Reg .

Ref: Your Auction Notice Dt.

With reference to your auction notice, we submit herewith our application for the participation in auction of Placement fee for the allotment of Landing Channel in the digital transmission for telecasting 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.50,000/- (Rupees Fifty Thousand only) as entry fee for each channel participating (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 Broadcaster for the person to participate.
- 4) Details of the Channel particulars (Annexure-III) (One form for each particular).
- 5) TRAI Schedule -IV Application form.
- 6) Proof of Not being rated by BARC

ANNEXURE – III**DETAILS OF THE CHANNEL
(One form for each channel)**

1. Name of the Channel	
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. Name of the Free to Air/Pay Satellite Channels operated by the Company	
12. License Number issued by the Ministry of Information & Broadcasting	
13. Service Tax/GST Registration Number	
14. PAN Number	
15. LCN Now Placed	GENRE: LCN No:
16. Whether BARC rated	

**Authorized signature of the broadcaster with seal
(with seal and address)**

CERTIFICATE

Date: _____

This is Certified that M/s...../ the firm /company or its partners / share holders authorized..... for participation/sign in auction of Placement fee for the allotment of Landing channel in the digital transmission of TACTV for telecasting throughout Tamilnadu as specified by TACTV.

**Authorized signature of the broadcaster with seal
(with seal and address)**

LANDING CHANNEL AGREEMENT

This ("**Agreement**") is executed on this ----- day of -----2019, by and between:

Tamilnadu Arasu Cable TV Corporation Limited, a company incorporated under the Companies Act, 1956, having its having its mailing address at Dugar Towers, No. 34(123),6th Floor, Marshalls Road, Chennai-600 008. (Hereinafter referred to as "TACTV", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its holding company, affiliates, joint ventures, successors and assigns];

AND

_____, having its registered office at _____ Status:

Company Partnership Firm Proprietorship Firm Individual HUF Other

Authorized Signatory (Mr./Ms): _____

PAN NO: _____ Service Tax Reg. No.: _____

[hereinafter referred to as "**Broadcaster / Authorised Agent**", which expression ,unless repugnant to the meaning or context thereof, shall be deemed to mean and include the heirs, executors and administrators in the case of sole proprietorship: the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company: and Karta and coparceners in the case of a Hindu undivided Family ("HUF")].

TACTV and Broadcaster/Authorised Agent may hereinafter individually and collectively be referred to as "**Party**" and "**Parties**", respectively.

1. OBLIGATIONS OF MULTI SYSTEM OPERATOR(MSO)

- 8(a) To provide a Landing Channel on payment of a monthly Placement Fee by the channel at Rs. _____ per STB Per Month + GST for the Satellite channel as per the auction by the MSO discretion during the tenancy of the Contract.
- 8(b) Not to modify any of the contents provided by the Satellite Free-To-Air/Pay Channel and feed the same as provided by the Satellite Channel to its Head end.

- 8(c) To provide signals with good audio and video levels.
- 8(d) To deal with satellite channel broadcasters; and
- 8(e) Not to interfere in to any commercial transactions done in the day to day activities of the Satellite Channel including collections of advertisements.
- 8(f) The channels should be fixed for the vacant slots in their declared genre only.

2. OBLIGATIONS OF CHANNEL

- 9(a) Only those channels, who comply the direction of the TRAI circular dated 3rd December 2018 are eligible to participate in the Tender.
- 9(b) The Satellite Channel. Should pay an Landing Channel Fee at Rs. _____ per STB per Month + GST.
- 9(c) The Satellite Channel, should provide the content of its Channel in AV mode/multicast IP to the head end of the MSO at Chennai present or to any other places where the MSO operates its Head end in future.
- 9(d) The Satellite 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.
- 9(e) The Satellite 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"
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- 9(i) The Satellite 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.
- 9(j) The Satellite 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.
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2(b) The Satellite 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.

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We agree to the above terms and conditions.