



**TAMILNADU ARASU CABLE TV CORPORATION LTD
(TACTV)**

**தமிழ் நாடுஅரசு கேபிள் டிவி நிறுவனம்
(A Government of Tamil Nadu Undertaking)**



TENDER REFERENCE NO. 003/TACTV/CAS- SMS AMC/2022

**TENDER FOR THE LICENSING OF CONDITIONAL ACCESS
SYSTEM AND SUBSCRIBER MANAGEMENT SYSTEM
ALONG WITH SERVERS AND ITS LICENSE FEE**

Date of Release of Tender	04.11.2022
Pre bid Meeting	11.11.2022
Last Date for Submission of Bid	18.11.2022 (3.00 PM)
Date of Opening of Bid	18.11.2022 (3.30 PM)
Cost of Bid Document:	Rs.1000/-

CONTENTS

Clause.	Topic	Page.No.
1	PREAMBLE	5
2	SCOPE OF SUPPLY	5
3	QUALIFICATION CRITERIA	6
4	LANGUAGE OF THE TENDER	8
5	CAS-SMS AGREEMENT	8
6	PURCHASE OF TENDER DOCUMENT	9
7	PREBID MEETING	9
8	CLARIFICATION ON THE TENDER DOCUMENT	9
9	AMENDMENT OF TENDER DOCUMENT	10
10	AUTHORISATION OF THE BIDDER	10
11	SUBMISSION OF TENDER IN TWO COVER SYSTEM	10
12	EARNEST MONEY DEPOSIT	11
13	VALIDITY	11
14	OPENING AND EVALUATION OF THE TENDER	11
15	PRICE OFFER	12
16	EVALUATION OF THE PRICE	12
17	AWARD OF CONTRACT	13
18	SECURITY DEPOSIT	13
19	AGREEMENT	14
20	ISSUE OF PURCHASE ORDER	14
21	SCHEDULE OF SUPPLY	14
22	LICENSING PERIOD & SERVICE SUPPORT	15
23	PAYMENT TERMS	15
24	PENALTY	16
25	TERMINATION OF CONTRACT	17
26	GENERAL CONDITIONS	17
27	ARBITRATION	17
28	JURISDICTION OF THE CONTRACT	18

ANNEXURES

I	Requirement of Registration as specified in G.O.Ms.No:343 dated 18 th September, 2020 issued by Finance (Salaries) Department, Government of Tamil Nadu.	19
II	TECHNICAL SPECIFICATIONS	24
III	COMPLIANCE TO TECHNICAL SPECIFICATION	33
IV	PART-I (COVERING LETTER)	44
V	DETAILS OF THE BIDDER	46
VI	ANNUAL TURNOVER STATEMENT	47
VII	LIST OF WORKS COMPLETED	48
VIII	DECLARATION OF NOT HAVING BLACKLISTED	49
IX	DECLARATION OF NOT HAVING TAMPERED THE TENDER DOCUMENT	50
X	CLARIFICATION OF TENDER DOCUMENT FORMAT	51
XI	PART-II (COVERING LETTER)	52
XII	PRICE BID	53
XIII	CHECKLIST OF DOCUMENTS	54
XIV	MODEL AGREEMENT FORM	56
XV	BANK GUARANTEE FORMAT FOR EMD	63

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu 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 Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

1.	PREAMBLE
<p>Tamil Nadu Arasu Cable TV Corporation Ltd (TACTV), 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. TACTV is providing high quality Digital Cable TV Services throughout Tamil Nadu and has already seeded about 36.67 lakh MPEG4 Set Top Boxes through 16453 Local Cable Operators (LCOs).. TACTV has very good reach throughout Tamil Nadu and there is very good response to TACTV's digital cable TV services from the public and need to renew the Annual Maintenance Contract along with License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers or new CAS license /SMS License in existing set top boxes.</p> <p>Accordingly, TACTV invites sealed tenders from eligible bidders for the renewal the Annual Maintenance Contract along with License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers or new licensing with new CAS software /SMS License in existing set top boxes in "Two Cover System" through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 18.11.2022</p>	
2.	SCOPE OF SUPPLY
<p>The scope of supply would inter-alia involve the following:</p> <ul style="list-style-type: none"> (a) The successful bidder should renew the Annual Maintenance Contract along with License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers for a period of one year as ordered by TACTV or can also supply a new CAS/SMS License from any CAS/SMS vendor for the existing set top boxes. The detailed specifications for Conditional Access System (CAS), Set top boxes and Subscriber Management System (SMS) is given in the Annexure-II. (b) The Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers should be provided for one year licensing contract. During the period, the bidder should also provide maintenance support for all items covered under the contract. The supplier should have arrangements for extending service support with OEM's of Conditional Access System (CAS) and Subscriber Management System (SMS). (c) The successful bidder should place at least one Service Engineer at the Head End at Nungambakkam, Chennai permanently. (d) The Bidders can Visit the Head end situated at Tamil nadu Arasu Cable TV Corporation, 11/22, Mangadu Samy street, Nungambakkam, Chennai - 600 034 to check the boxes before bidding. 	

3. QUALIFICATION CRITERIA		
Clause	Qualification Criteria	Supporting Documents/Remarks
3(a)	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority as specified in G.O.Ms.No:343 dated 18.9.2020 issued by Finance (Salaries)Department, Government of Tamil Nadu. (As per details in Annexure-I)	<p>Registration Certificate issued by the Government of Tamil Nadu as specified in G.O.Ms.No:343 dated 18.9.2020 issued by Finance (Salaries)Department, Government of Tamil Nadu.</p> <p>In case of Bidders not from such countries, the Model Certificate for tender as specified in the G.O. should be submitted. (pg.23 of tender)</p>
3(b)	The bidder should be a registered company in India and should be in the business of technical support Conditional Access System (CAS) and Subscriber Management System (SMS) for the past three years as on 31 st August 2022.	<ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association
3(c)	The bidder should have minimum 3 years of experience (as on 31 st August 2022) in the technical support of Conditional Access System (CAS) and Subscriber Management System (SMS).	<ul style="list-style-type: none"> • 3 years of experience (ason31stAugust2022) in the manufacture or supply and technical support of Conditional Access System (CAS) and Subscriber Management System (SMS). • For Indian operations -Copy of Tax Registration/Factory Licence/GST registration. • In case of foreign manufacture experience – Official

		documentation including Tax returns for Conditional Access System (CAS) and Subscriber Management System (SMS) technical support business from Tax authorities/Statutory Authorities of the Country of incorporation.
3(d)	The bidder should have reported an Average Annual Turnover of at least Rs.10 Crores in the last three consecutive financial years 2019-20, 2020-21 and 2021-22.	The average annual turnover statement duly certified by Chartered Accountant as per Annexure VII
3(e)	The bidder should have successfully completed supply and technical support of Conditional Access System (CAS) and Subscriber Management System (SMS) for at least 10 Lakh units of set top boxes in any one of the last three financial years i.e. 2019-20, 2020-21 and 2021-22 of which at least 5 lakh units should have been supplied and seeded in India.	Purchase Orders / Invoice and Completion certificates from the clients.
3(f)	The bidder should have a full-fledged permanent office in Chennai to provide service support.	Chennai Office Address (or) the bidder should give an undertaking to setup office at Chennai within 15 days from the date of issue of LoI if selected
3(g)	The bidder should have firm tie-up with CAS/SMS providers of TACTV (CAS-Gospell, SMS - ITP software India Pvt Ltd) for at least 3 years as on 31 st August 2022. or alternatively provide the details of tie-up with any CAS/SMS vendor whose software will be updated in the set top boxes/servers The bidder should have supplied a minimum of	Tie-up letter, Purchase/work orders, completion certificate and Certificate from MSO/DTH Operator.

	3 lakh active installations (as embedded in STB) and technical support of Conditional Access System (CAS) and Subscriber Management System (SMS) each in 3 leading Indian Digital Cable Systems/DTH operators (or) should have a minimum of 10 lakh active installations (as embedded in STB) and technical support of Conditional Access System (CAS) and Subscriber Management System (SMS) also in a single Indian Digital Cable system/DTH Operators.	
3(h)	The bidder should not have been blacklisted as on the date of tender opening for supply of any items or services to TACTV or Central/State Government departments and Quasi Government Organizations	(i) The declaration form as per Annexure IX should be enclosed. In case of consortium, each partner should submit a separate declaration form. (ii) Any adverse/not satisfactory remarks on the performance of previous supplies will entail disqualification (iii) Further, if the bidder is found blacklisted in India before award of contract by any Government agency, the bid will be rejected
4.	LANGUAGE OF THE TENDER	
The Tender prepared by the bidder 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. Tender received without such translation copy will be rejected.		
5.	AGREEMENT	
<p>a) A legally valid agreement shall be executed for the binding all the partners (Bidder, CAS OEM, SMS OEM) in INR 100 Non-Judicial stamp paper. All partners shall be liable jointly and severally for the execution of the contract in accordance to the contract terms and it should be explicitly stated in the agreement. The agreement should indicate precisely the role of each partner in respect of the contract.</p> <p>b) agreement should be registered in Chennai so as to be legally valid and binding on all partners.</p> <p>c) agreement shall be enclosed with the technical bid. Alternatively, a letter of intent to execute a agreement in the event of a successful bid shall be signed by all the partners and submitted with the bid together with the copy of the proposed agreement.</p>		

6.	PURCHASE OF TENDER DOCUMENT
<p>a) The tender document shall be obtained from Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 4th floor P.T. Lee Chengalvaraya Naiker Building, 807, Mount Rd, Chennai - 600 002 on payment of Rs.1000/- payable in the form of Demand Draft drawn on any Indian Nationalized/ Scheduled Commercial Bank in favour of “Tamil Nadu Arasu Cable TV Corporation Ltd” 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 bidder need not enclose the tender document cost but should give a declaration for not having tampered the Tender document downloaded (as per Annexure IX).</p> <p>b) The tender document can be purchased on all working days from to between 11.00 AM and 03.00 PM.</p>	
7.	PREBID MEETING
<p>There will be a pre-bid meeting on 11.11.2022 at 3.30 P.M in Tamil Nadu Arasu Cable TV Corporation Ltd, 4th floor P.T. Lee Chengalvaraya Naiker Building, 807, Mount Rd, Chennai - 600 002 during which the prospective bidders can get clarifications about the tender. The bidders shall send their queries in writing if any so as to reach TACTV atleast two days prior to the pre-bid meeting date. The bidders are advised to check www.tactv.in and www.tenders.tn.gov.in for up-to-date information like change in date / venue etc., of pre-bid meeting as TACTV may not be able to identify and communicate with the prospective bidders at this stage. Non attending of pre-bid meeting is not a disqualification.</p>	
8.	CLARIFICATION ON THE TENDER DOCUMENT
<p>Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to “The Managing Director, Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 4th floor P.T. Lee Chengalvaraya Naiker Building, 807, Mount Rd, Chennai - 600 002 or through e-mail to tactv@tactv.in as per Annexure-X. 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.</p>	

9.	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 uploaded only in the websites www.tactv.in and www.tenders.tn.gov.in and will not be published in Newspapers and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.	
10.	AUTHORISATION OF THE BIDDER
The Tender should be signed by the person who is authorized for the same by the Single Applicant/Bidder.	
11.	SUBMISSION OF TENDER IN TWO COVER SYSTEM
<p>(a) Every page of the terms and conditions 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.</p> <p>(b) Tenders should be submitted in two parts:</p> <ol style="list-style-type: none"> i. Part I will cover technical bid and ii. Part II will cover price bid <p>(c) Bidders should ensure submission of all documents along with Part-I and Part II proposal as per the Check list given in Annexure -XIII.</p> <p>(d) Bidders 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 licensing of conditional access system and subscriber management system along with servers and its license fee and addressed to “The Managing Director, Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), 4th floor P.T. Lee Chengalvaraya Naiker Building, 807, Mount Rd, Chennai - 600 002, containing the name and address of the Bidder. Tenders submitted with unsealed cover would summarily be rejected.</p> <p>(e) Tenders should be dropped only in the tender box kept at “Tamil Nadu Arasu Cable TV Corporation Ltd. 4th floor P.T. Lee Chengalvaraya Naiker Building, 807, Mount Rd, Chennai - 600 002 on or before 3.00 PM on 18.11.2022”. Tenders will not be received by hand.</p> <p>(f) Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 3.00 PM on 18.11.2022. Tenders received after the specified time will not be considered and TACTV will not be liable or responsible for any postal delays.</p> <p>(g) A tender once submitted shall not be permitted to be altered or amended.</p> <p>(h) A soft copy of the technical bid in the form of CD should also be submitted along with Part-I of the tender document.</p>	

12.	EARNEST MONEY DEPOSIT
<p>(a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in the form of an Irrevocable Bank Guarantee with a validity period of 6 months from the date of publication of tender (i.e.) or later date, from any Indian Nationalized/Scheduled Commercial Bank.</p> <p>(b) The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful bidders.</p> <p>(c) The Earnest Money Deposit will be retained in the case of successful bidder and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.</p> <p>(d) Any request of the bidder, under any circumstances claiming exemption from payment of EMD will be rejected and their Part II price offer will not be opened.</p> <p>(e) EMD is liable to be forfeited in case the bidder 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.</p>	
13.	VALIDITY
<p>The rate quoted in the Tender should be valid for the acceptance by TACTV for a minimum period of 90 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.</p>	
14.	OPENING AND EVALUATION OF THE TENDER
<p>(a) The tenders received up to 3.00 PM as per the office clock on 18.11.2022 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 Bidders/ representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders.</p> <p>(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 Bidders and sign all such corrections in the presence of the Bidders. If any of the Bidders or agents not present then, in such cases the Person/Committee will open the tender of the absentee Bidder and take out the unattested corrections and communicate it to them. The absentee Bidder should accept the corrections without any question whatsoever.</p> <p>(c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders</p>	

will be received up to 3.00 PM on the next working day and opened at 03.30 PM on the same day.

- (d) The Technical bid will be evaluated by the Tender Scrutiny Committee constituted by 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, including the past performances.
- (e) Any adverse/not satisfactory remarks on the performance from the clients of previous supplies will entail disqualification of the tender and price bids will not be opened.
- (f) The bidders declared as qualified in the Technical Bid by the Tender Scrutiny Committee, will be informed the date of opening of Part II (Price bid).

15.	PRICE OFFER
------------	--------------------

- (a) The Price bid should be kept only in the Part II cover.
- (b) The price bid should be prepared as per Annexure-XII.
- (c) The taxes should be quoted separately as per the price bid format.
- (d) The rate finalized for the award of contract shall be kept firm for a period of one year from the date of issue of Letter of Acceptance.
- (e) Any increase of GST will be borne by the TACTV. Any decrease in GST should be passed on to TACTV.
- (f) The price should be neatly and legibly written both in figures and words.
- (g) In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
- (h) Part-II bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- (a) The licensing fee will be restricted to active boxes +5% though the tender floated for entire quantity.

16.	EVALUATION OF THE PRICE
------------	--------------------------------

The price bid will be evaluated inclusive of GST/ any other duties and in accordance to the Tamil Nadu

Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000,

(a) The L1 price will be declared for the total item and the same would be done as givenbelow:

Price of License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box per unit (asper annexure XII)

17. AWARD OF CONTRACT

(a) L1 bidder will be invited for price negotiations.

(b) Upon finalization of negotiated rate, TACTV will issue the Letter of Acceptance (LoA) to the successful bidder.

(c) However, TACTV reserves the right to award the contract to Other Technically Qualified Bidders who are matching the negotiated price of L1 bidder, in accordance with Clause 31(4) of the Tamil Nadu Transparency in Tenders Act, 1998 read with the Tamil Nadu Transparency in Tenders Rules, 2000.

(d) As per Clause 14(9) of Tamil Nadu Transparency in Tender Rules 2000, TACTV reserves the right to increase or decrease the order quantity up to 25% on same terms and conditions.

18. SECURITY DEPOSIT

(a) On receipt of the Letter of Acceptance from TACTV, the successful bidder should remit a Security Deposit (SD) of 2% of the allotted quantity in the form of an Irrevocable Bank Guarantee with a validity period of 12 months from any Indian Nationalized/Scheduled Commercial Bank, within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.

(b) Any other amount pending with TACTV will not be adjusted under any circumstances, against the Security Deposit if so requested.

(c) Security Deposit will be returned only after completion of contract Period.

(d) In case of non fulfillment of contract, Security Deposit will be forfeited.

19.	AGREEMENT
<p>The successful bidder 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 within 7 working days from the date of issue of LOA 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 bidder will be forfeited besides cancellation of the Tender. The model draft agreement is enclosed as Annexure –XIV.</p>	
20.	ISSUE OF PURCHASE ORDER
<p>After execution of the agreement, Purchase order will be released for License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers as and when it is expired by the TACTV during one year period. The bidder should supply as per the schedule given in clause 21.</p>	
21.	SCHEDULE OF SUPPLY
<p>(a) The License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers should renewed within start date mentioned in the purchase order.</p> <p>(b) In the event of non- performance of the contractual provisions or failure to effect the renewal of License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers within the stipulated time or during the extended period and if it is found that the contractor, has not fulfilled the contractual obligation with TACTV in any manner during the currency of the contract or also found on later date, TACTV reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 3 years.</p>	

22.	LICENSING PERIOD & SERVICE SUPPORT
<p>(a) During the one year licensing period, the bidder should also provide maintenance support for all items covered under the contract without any additional cost.</p> <p>However the period will not extend to failures due to non-manufacturing defects such as water-log, tampered by unauthorized person, failure due to high voltage or lightning, provided the same is proved beyond doubt.</p> <p>(b) For each purchase order, the supplier shall renew the license for the ordered quantity.</p> <p>(c) The supplier should maintain toll free number operating 24x7 to register service complaints. The complaints shall be rectified immediately.</p> <p>(d) The Bidder should depute one CAS/SMS support Engineer to the Headend of TACTV.</p> <p>(e) Any faults in CAS/SMS software, sever hardware failures should be resolved by the supplier.</p> <p>(f) Any failure of EMM/ ECM from CAS server should be resolved by the supplier.</p> <p>(g) Any failure in CAS main server should be immediately switched backup server by the support Engineer deputed in Head end.</p> <p>(h) any failure in SMS Database/ Application server should be rectified by supplier.</p> <p>(i) Any changes required in CAS/SMS servers as per the regulatory should completed with in the timeline stipulated by regulatory.</p> <p>(j) Supplier should provide support to DAS audit through the support engineers of CAS and SMS</p>	
23.	PAYMENT TERMS

- (b) 90% Payment will be divided in to quarterly and quarterly advance for each purchase order within 30 days after license for entire quantity given in the purchase order on submission of invoice and acceptance by TACTV. The balance 10% will be paid after submission of irrevocable Bank Guarantee equivalent to the above amount valid for the licensing period towards performance guarantee
- (c) The licensing fee will be restricted to active boxes +5% though the tender floated for entire quantity.
- (d) The, payments will be considered only after submission of necessary proof for payment of taxes to the Govt. as per invoice .
- (e) All payments under this Contract shall be made to the accounts of the Supplier as specified in the tender conditions.
- (f) TACTV also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the TACTV immediately on demand, without raising any dispute/protest.

24. PENALTY

- (a) Failure to comply with the stipulated schedule of Renewal of License /AMC of CAS and SMS will attract a penalty of 0.5% per week, on the unfulfilled portion of the contract up to a maximum of 5%. Delays beyond that period will result in cancellation of the orders.
- (b) The complaint raised by TACTV has to be rectified as follows:
 - i. For any major faults like server hardware failure/ software crash, it has to be resolved within 24 hours by the supplier. Failure to comply with the above time lines will attract a penalty of Rs.10000 per hour.
 - ii. For the faults in clause 22 e to 22h should be resolved in 6 hours. Failure to comply with the time lines will attract a penalty of Rs.5000 per hour

<p>(III) If the set top boxes malfunction due to any common technical problems in CAS/SMS it should be resolved within 4 hours failing which, the business loss of TACTV for each of such malfunctioning STB shall be recovered from the supplier.</p>	
25.	TERMINATION OF CONTRACT
<p>TACTV reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or any of the reasons.</p>	
26.	GENERAL CONDITIONS
<p>(a) Conditional tender in any form will not be accepted.</p> <p>(b) TACTV reserves the right to relax or waive or amend any of the tender conditions.</p> <p>(c) The right of final acceptance of the tender is entirely vested with the TACTV and TACTV reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.</p> <p>(d) The successful bidder shall not off load either full or part of the work to other bidder.</p> <p>(e) If delivery performance of the bidder is not as per the schedule, then the TACTV reserves the right to reallocate the quantity to other bidders. Any additional cost incurred by TACTV due to such reallocation should be borne by the bidder.</p> <p>(f) Any notice regarding any problems, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.</p> <p>(g) In the course of discussion and instruction TACTV may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered as confidential.</p>	
27.	ARBITRATION
<p>(a) In case of any dispute in the bid, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter shall be referred by TACTV/ bidder to an arbitrator who shall be selected by the bidder from the panel of arbitrators approved by TACTV and communicate the same within 15 days, from the date of receipt of the letter from TACTV along with the panel. If there is no reply from the bidder within 15 days, TACTV shall choose any of the arbitrators from the panel of arbitrators referred to above. The remuneration for the arbitrator and other expenses shall be shared equally by TACTV and the bidder.</p> <p>(b) The venue of the Arbitration shall be at the Head office of the TACTV, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.</p> <p>(c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.</p>	

28.	JURISDICTION OF THE COURT
Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award 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 BIDDER: DATE: NAME IN BLOCK LETTERS: DESIGNATION: ADDRESS:	

**GOVERNMENT OF TAMILNADU
FINANCE (Salaries) DEPARTMENT**

G.O.Ms.No.343, Dated 18th September 2020.

(Saarvari, Purattasi-2, Thiruvalluvar Aandu 2051)

ABSTRACT

Public Procurement - Restriction on Public Procurement from bidders of certain countries under Rule 144 (xi) of General Financial Rules (GFRs) - amended by Government of India - adopted by the State Government under the Tamil Nadu Transparency in Tenders Act, 1998 - Orders - Issued.

Read the following :-

1. From the Secretary (Expenditure), Ministry of Finance, Department of Expenditure, Government of India, Letter No.F-6/18/2019-PPD, dated : 23.07.2020.
2. Office Memorandum F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division, New Delhi, dated : 23.07.2020.
3. Order (Public Procurement.1) Ministry of Finance, Department of Expenditure, Public Procurement Division, New Delhi, dated : 23.07.2020.
4. Order (Public Procurement.2) Ministry of Finance, Department of Expenditure, Public Procurement Division, New Delhi, dated : 23.07.2020.

ORDER :

In the letter first read above, Government of India stated that, the Government of India's General Financial Rules (GFRs), 2017 have been amended to provide for restrictions on public procurement from bidders from a country or countries or class of countries on grounds of defence of India or matters directly or indirectly related thereto, including national security, and an order has been issued requiring prior registration of bidders from countries sharing a land border with India. Accordingly, Government of India has directed the State Governments to implement the said orders, in respect of procurement done by the State Government and its undertakings and projects. The letter further clarifies that this direction may be treated to have been issued under Article 257 (1) of the Constitution.

2. The Department of Expenditure had earlier issued an order (Public Procurement No.1) dated 23rd July 2020 under Rule 144 (xi) vide reference F.No.6/18/2019-PPD, wherein restrictions have been laid for procurement under Rule 144 (xi), General Financial Rules (GFRs), 2017.

3. The Department of Expenditure had earlier issued an order (Public Procurement No.2) dated 23rd July 2020 under Rule 144, wherein certain exclusions have been provided from these restrictions under Rule 144 (xi), General Financial Rules (GFRs), 2017.

4. The Government of India has issued the above said restrictions in relation to defence of India and National Security, which is listed as item No.1 of the Union List under the Seventh Schedule of the Constitution of India. Since the direction has been issued under Article 257 (1) of the Constitution of India, under which the Union Government can issue directions on matters pertaining to the executive power of the Union, the State Government is bound to implement such directions issued under the said Article.

5. Based on this direction issued by the Government of India under Article 257 (1) of the Constitution of India and the Order issued under the rule 144 (xi), General Financial Rules (GFRs), 2017 the State Government of Tamil Nadu, after careful consideration, have decided to issue the following orders for effecting the implementation of the said Government of India's orders :-

i) to implement the Order (Public Procurement No.1) and Order (Public Procurement No.2) dated 23rd July 2020, (copy enclosed) under section 21 of Tamil Nadu Transparency in Tenders Act, 1998 in respect of all procurements done by the State Government and the procuring entities under the schedule to the Act, including its Public Sector Undertakings (PSUs), local bodies in Tamil Nadu and all agencies controlled by the State Government as well as Public Private Partnership (PPP) projects receiving financial support from the State Government or its Public Sector Undertakings (PSUs).

ii) A Registration Committee shall be constituted under the administrative control of the Industries Department for carrying out all the functions assigned to the Department of Industrial Policy and Internal Trade (DPIIT) in respect of procurement done by the State Government as per the Order (Public Procurement No.1) dated 23rd July 2020.

iii) The Registration Committee shall consist of the following members:-

- a) Managing Director & Chief Executive Officer, Guidance (as Chairman)
 - b) Additional Chief Secretary to Government (Finance), or his representative.
 - c) Additional Chief Secretary to Government (Information Technology) or his representative.
 - d) Principal Secretary to Government (Public Works Department) or his representative.
 - e) Industries Commissioner and Director of Industries and Commerce.
- iv) This Registration Committee so constituted shall have the following functions:-
- a) Committee shall lay down the method of application, format etc., for such bidders as stated in para 1 of the said Government of India Office Memorandum (Public Procurement No.1)
 - b) On receipt of application seeking registration, the Committee shall first seek political clearance from the Ministry of External Affairs and security clearance from the Ministry of Home Affairs.
 - c) Registration shall be given only after political and security clearances have both been received, and the registration of such bidder shall be for all kinds of tender or for a specified type of goods or services, and shall be for a specified or unspecified duration of time, as deemed fit.
 - d) The Committee shall suspend or cancel the registration already granted, if there is sufficient cause.
 - e) The Committee shall send periodic reports on acceptance/refusal of registration to the Cabinet Secretariat, Government of India and to the chief Secretary, Government of Tamil Nadu.
 - f) Any other function prescribed by the State Government or by the Government of India on the said subject.

6. The Office Memorandum and orders of Government of India, second to fourth read above are annexed to this order.

(BY ORDER OF THE GOVERNOR)

S. KRISHNAN
ADDITIONAL CHIEF SECRETARY TO GOVERNMENT

**Requirement of Registration as specified in Office Memorandum F.No:6/18/2019-PPD,
issued by Ministry of Finance, Department of Expenditure, Public Procurement Division
Government of India dated 23rd July 2020**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term „tenderer“, „consultant“ or „service provider“ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain or control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tender

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS

1) Project Details:

i. CAS & SMS Integration at the Digital Cable TV Head end in Chennai

The existing Head end have provisions to receive satellite signals and planned to feed out 500 TV services of Free to Air, Pay TV Channels , HD Channels and 20 FM Radio services . The Headend also having facility for scrambling of local channels (1100 Nos) at remote sites through ECM& EMM sent by CAS from Digital Headend. The output from the Head end for all channels / services will be in Digital (QAM) and IP form

ii. The system offered should have the following features:

- The proposed TV services (300 channels at present and to be expanded to 500) will be in MPEG 4 Standard definition and 56 Television services in HD(MPEG4) and 20 FM Audio services with provision to add more SD & HD Channels in the near future.
- The CAS System must be able to handle a customer base of 10 Million subscribers over a period of time. The database servers of CAS must take this factor into consideration, while offering the System to TACTV, with adequate capacity.
- The CA System offered must be designed to scramble 500 TV Channels (356 Channels to start with and to be expanded to 500 later) and 1100 Local Channels at remote Site.
- The CAS database servers design should take care of redundancy.
- The system should be DVB Simulcrypt compliant.
- The system must use industry standard hardware and software conforming to existing International Cable TV Standards.
- The PCs or servers required for the system are to be included along with the configuration.
- All software applications should be latest version at the time of purchase order and software upgrades, if any at a later date, must be provided without any financial implication during the period of Contract.
- All equipments in the subsystem must have standard control interface so that they can be interfaced with PC or Monitor with suitable GUI for Monitoring purpose.
- The proposal shall be for the complete system. Incomplete or part renewal licensing will not be considered.

- The licensing includes license for CAS/SMS software/ servers , Third Party products like, Monitoring & control Interface for CAS & SMS (Monitor or workstation), Switches) etc., at the Chennai Digital Headend.
- The CAS Servers (Gospell) are integrated with the Ericsson Multiplexers that are already installed in the Headend and also with the existing SMS.(ITP software India Pvt.Ltd). Hence the supplier should closely work with CAS OEM and SMS OEM (ITP Software India Pvt.Ltd) to implement service support or with any CAS/SMS vendor who will support the same.

iii. Preventive Maintenance :

The successful bidder should perform four periodical inspections for CAS /SMS at TACTV's Digital Head End at Chennai in a year at three month intervals during the *Contract period*. These inspections will include

- Visual/**Physical** checks, operational test of all the hardware units.
- Diagnostic checks on all equipment's.
- Running the system software and make necessary corrections of the problem diagnosed **with the monitoring tools**.
- Resolve , outstanding problems/issues , if any
- Submit a report to TACTV on the above and any other relevant tasks carried out for record purposes.

iv. Licensing Contract :

- During the Licensing period if the bidder fails to maintain CAS/SMS, the OEM's shall be responsible for the licensing of CAS through their office in India.
- The Bidder must agree to maintain the equipment to ensure the continuous usage during the licensing period..
- The Bidder must agree to provide comprehensive maintenance of the installed systems including preventive and corrective maintenance on site.
- TACTV reserves the right to terminate the licensing period, in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

v. Training :

The Bidder should impart on-site training to the staff nominated by TACTV in CAS/SMS including hands on training. The details and no of days training to be given should be furnished.

2) Technical Specifications

Licensing Contract of Conditional Access System and Subscriber Management with Servers and License fee:

1) Addressable Systems Requirements

I. Conditional Access System (CAS):

1. The current version of the CAS, in use, should not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The CAS should be DVB compliant with middleware platform and providing the encryption to the value added service that may be introduced in the future.
3. The CAS system should have an uncompromised security features. Bidders must indicate the CAS version and should indicate if there was any security compromise in the last 5 years.
4. The system shall have standards based APIs to transfer purchase information to logistical and billing systems.
5. The CA System shall include an encryption mechanism suitable for DVB-CSA Encryption(V1, V2 version with provision for V3 upgrade in future)
6. The CA system shall be capable of encrypting clear content provided by various broadcasters to ensure security of content.
7. The CA System shall be capable of providing the above mentioned support for broadcast TV and Video on demand.
8. The system shall be the one that has been Audited by BECIL or any other approved agency of TRAI & major content aggregators and major broadcast channels. (Documentary proof required)
9. The system shall have support graphical interface for creating new service offerings.
10. The system shall have a mechanism to test a new service offering before publishing the same.
11. The CA system should generate ECM using the control word supplied by the scrambling control system. The ECM's delivery should support DVB Simulcrypt specifications.
12. The CA System should be capable of delivering authentication EMM and auto refreshing EMMs to the STBs.
13. CAS bidder must also be able to support solutions for VOD and Middleware in future.
14. The CA System should have the capability to support at least 1000 bouquets/packages.
15. The software download capability is needed to support STB upgrade, downgrade targeting single and group STB's.
16. It shall not be possible to alter the data and logs recorded in the CAS.
17. The CAS, in use, should not have facility to activate and deactivate a Set Top Box(STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
18. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each

- activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
19. The CAS OEM shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded in the event of hacking.
 20. The fingerprinting should not get invalidated by use of any device or software.
 21. The CAS should be able to activate or deactivate services or STBs of at least 50% of the subscriber base of the distributor within 24 hours.
 22. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the content.
 23. The CAS should be capable of individually addressing subscribers, for the purpose of generating the reports, on all channels, packages and STB by STB basis.
 24. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
 25. The CA Company should be capable of upgrading CA software, in case of a known incidence of hacking/piracy within two weeks of reporting during the entire operational life of set top boxes, free of cost.
 26. It shall be possible to generate the following reports from the logs of the CAS:
 - i. STB-VC Pairing / De-Pairing
 - ii. STB Activation / De-activation
 - iii. Channels/packages Assignment to STB
 - iv. Report of the activations or the deactivations of particular channels/packages for a given period
 27. The CAS vendor must have the technical capability in India to maintain the systems on 24x7 basis throughout the year. (Documentary proof is required containing details of office address in India, phone numbers for 24 x 7 helpline etc)
 28. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
 29. It should be possible to preserve unedited data of the CAS for at least two years.
 30. Some basic functions of the CA include Open/close account, Entitlement, De-Entitlement, revoke entitlement, OSD, Fingerprint display, conditional blackout, LOC/Unlock STB, parent control, Black listing. Additional functions of the CA include program preview control, support pre process scrambling for VOD service (Future requirement), Interface to third party ad insertion services.
 31. The CAS OEM must support at least 5 different STB Manufacturers. (Documentary proof is to be attached identifying the tie up with STB Vendors).
 32. The CAS must be capable to scramble the channels in the remote location through ECM & EMM from the Digital Head end and ensure the availability of the channels only for the Set Top Boxes seeded in a particular area in coordination with SMS.
 33. The CAS Vendors should be Simulcrypt DVBCA Compliant
 34. TACTV has an option to go with Simulcrypt mode. In case, TACTV goes with Simulcrypt option, the CSA version of all the CAS that are part of the Simulcrypt shall be on the same version. Hence, all the CAS vendors shall be

prepared to offer any version (V1, V2 , V3 etc) as per TACTV's requirement to achieve the objective of Simulcrypt

35. CA System design should be capable to support more than 10 million subscribers
36. As on date, active and deactive STB/VC wise subscriber count and a report containing details of such STB/VC.
37. As on date, channel composition of package /A –la-carte.
38. Historical month and active and de-active STB/VC wise subscriber count and a report containing details of such STB/VC.
39. Historical channel composition of packages /A-la-carte and product edit logs of channel composition of packages.

40. CAS certificate from the vendor (certificate to contain capacity to support atleast Tenmillion subscribers, CA ID& Version Number).
41. Once Commands are triggered from SMS, CAS should be capable of handling allcommands lasting for 3 days, even though the STB's may be in the OFF status. The deactivation command validity should be lifetime.

42. The CA must have advanced security features such as Encrypted Control Words, SecureBooting, Chip-VC pairing, Secure Chip, Online upgrades etc.

43. The Conditional Access System is Embedded CAS with advance Security features, The embedding should be the part of the assembly line, the keys of which will be opened through whitelisting.

2) Subscriber Management Systems:

1. The system should be capable of working with several DVB CAS Systems
2. The system should support use of set top boxes from multiple bidders with the CAS System.
3. The system must have a reporting mechanism to report usage and performance. Shall support definition and creation of new reports
4. Shall provide content cataloguing services
5. The system shall support multiple system users. It should be possible to assign roles to users and define specific permissions.
6. The system shall support XML API for integration with the billing system. The information may include Subscriber purchase records, Subscription information of subscribers, Channel Packages etc.
7. The system shall support both pre-paid and postpaid billing system.
8. The system shall support real time and bulk updates from external systems. Both synchronous and asynchronous messaging shall be possible.
9. The system shall support subscription management of third party applications.
10. The SMS system must track the deployment of active and passive set top boxes in the network
11. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
12. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.

13. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - i. Unique customer identification (ID)
 - ii. Subscription contract number
 - iii. Name of the subscriber
 - iv. Billing address
 - v. Installation address
 - vi. Landline telephone number
 - vii. Mobile telephone number
 - viii. E-mail address
 - ix. Channels, bouquets and services subscribed
 - x. Unique STB number
 - xi. Unique VC number
14. The SMS should be capable of:
 - i. Viewing and printing of historical data in terms of the activations and the deactivations of STBs
 - ii. Locating each and every STB and VC installed
 - iii. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber
15. The SMS should be capable of generating reports, at any desired time about:
 - i. The total number of registered subscribers
 - ii. The total number of active subscribers
 - iii. The total number of temporary suspended subscribers
 - iv. The total number of deactivated subscribers
 - v. List of blacklisted STBs in the system
 - vi. Channel(s) and bouquet(s) , packages wise monthly subscription report in the prescribed format
 - vii. The names of the channels forming part of each package.
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet or packages at a given time.
 - ix. The name of a-la carte channel(s) and bouquet(s) subscribed by a subscriber
 - x. The package wise details of the channels in the package
 - xi. The package wise subscriber numbers
 - xii. The ageing report for subscription of a particular channel or bouquet
 - xiii. The history of all the above mentioned data for the period of last 2 years.
16. The SMS must be able to address TACTV requirements of
 - i. **Subscriber Information:**
Subscriber profiles, region based, entity based and service based etc.
 - ii. **Business Entity Management:**
To manage distribution of services, dealers appointed in different regions, setting up credit limit to dealers/resellers, etc.
 - iii. **Product and package management:**
The system should support defining products, groups, packages, etc. The system should be able to add packages to group of customers at a time, approval based assigning packages.

- a) Prepaid plans with an option to process advance bill pay and buy the services for a particular duration or till the usage limit exhausts
- b) Prepaid plans with usage limit and allowed usage limit within the time frame.
- c) Support subscription and value top ups
- d) Should support paper and electronic PIN generation and redemption. etc.

iv. Billing:

The system should support

- a) Various pricing schemes
- b) Recurring and non-recurring charges
- c) Multiple billing cycles
- d) Parent account billing
- e) Region wise creation
- f) Promotion
- g) Discounts
- h) Pro rate billing
- i) Disconnection credit
- j) Credit notes
- k) Debit notes

The billing should provide ability to create custom batches, schedule bill generation and e mail dispatch summary, presenting bills in multiple modes like email, SMS, OSD and hard copy. Should accept multiple modes of payment.

v. Customer Care related capabilities :

The system should provide customer service representative quickly and should be user friendly. Should be able to generate work order for all connections, disconnections, installations, account transfers and service calls. Should be able to schedule work for the technician visit, time required for the task, customer locations etc.

vi. Inventory Related capabilities :

The SMS System should be able to track the inventory and maintain optimum levels of inventory in the stock locations. The system should support features such as capturing shipment details, tracking consignments, moving stocks between stock locations, tracking customer equipments. The system should also support integrating with external logistics, warehousing and courier systems, inventory returns, trigger alerts on stock depletion etc.

vii. Finance and Accounting system :

The solution should track account receivables and payables, settlement of bills, account receivables, collections, adjustments, business entity commissions and any other finance management related requirements. The pricing and rating of services, invoicing and billing are to be taken care in this module. Should support accounting period, account groups, taxation, defaulter management, receivable management, messaging and reminders, deposits and refunds, audit etc.

viii. Security :

The system should support role based access control to prevent unauthorized users accessing critical information, disable users at run time, encrypt user name and password etc.

ix. Administration :

This should support online help , error messaging, defining users , assign logins and passwords, audit trail , data back up and data restore procedures , user wise History .

x. Reports

The System should be able to generate a set of standard reports and if TACTV requires additional reports, the system should support definition and creation of new reports. Department wise dashboards must be possible and should be able to export data to generate reports in multiple formats.

xi. Subscriber Web Interface :

The system shall encourage subscribers to view/access their account information by remotely logging on to solution. They should be able to view their bills online, pay online and request for a service and shall offer standard features of customer web interface.

xii. Provisioning and Mediation:

Provisioning system should handle creation of subscriptions, activation, deactivation, assigning services, deactivating services etc. The system must generate provisioning request for each of the business processes mentioned above. The SMS system must be able to interface external CAS from any bidder.

xiii. Other Requirements :

The SMS system must be a. Flexible and configurable workflow management b. File upload mechanism c. Graphical representation of MIS info d. Multilanguage support e. Empowering filed person using mobile devices to perform activities like printing bills , payment receipts, complaint registrations. f. Scalability - The system should support millions of subscribers both existing and future.

xiv. Third party Interface :

The System should be capable of interfacing to third party systems such as CAS, VOD, Middleware, SMS Gateway, Online Payment Gateway, Contact centre, Broadband Network elements, financial system etc.

xv. Minimum Requirement of the SMS Vendor :

- a. The system should support large subscriber base.
- b. Should have integration with DVB CAS Systems
- c. Capable of integrating with third party systems like Payment Gateways, SMS gateways, contact centre system is preferred.
- d. If needed, shall be capable of supporting multiple CAS in simulcrypt mode in future.
- e. Should support customizations.
- f. Should provide an option for local support
- g. Shall support in handling services like PPV, VOD, and Games etc. in future.
- h. SMS Certificate from the vendor (containing capacity to support atleast Ten million subscribers , Version Number)

3) Fingerprinting:

1. The systems, processes and controls must be in place to run finger printing at regular intervals.
2. The fingerprint should support both *overt and covert types of finger printing*.

3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
9. The finger printing should be possible on global as well as on the individual STB basis.
10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The provision that finger printing is never disabled.

COMPLIANCE TO THE TECHNICAL SPECIFICATIONS

The bidders should compliance with the specifications of CAS/SMS. The Compliance report should be enclosed along with technical bid. Specification of licensing equipment's is to be written clearly in the column of “OFFERED SPECIFICATIONS” in the table given below. Offers without clear specifications on the said column will be treated as non-responsive and rejected.

S.No.	Specifications	OFFERED SPECIFICATIONS (Specify exact specification)
1) Addressable Systems Requirements		
I. Conditional Access System (CAS)		
	<ol style="list-style-type: none"> 1. The current version of the CAS, in use, should not have any history of hacking. Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement. 2. The CAS should be DVB compliant with middleware platform and providing the encryption to the value added service that may be introduced in the future. 3. The CAS system should have an uncompromised security features. Bidders must indicate the CAS version and should indicate if there was any security compromise in the last 5 years. 4. The system shall have standards based APIs to transfer purchase information to logistical and billing systems. 5. The CA System shall include an encryption mechanism suitable for DVB-CSA Encryption(V1, V2 version with provision for V3 upgrade in future) 	

Signature of the bidder with seal

6. The CA system shall be capable of encrypting clear content provided by various broadcasters to ensure security of content.
7. The CA System shall be capable of providing the above mentioned support for broadcast TV and Video on demand.
8. The offered system shall be the one that has been Audited by BECIL or any other approved agency of TRAI & major content aggregators and major broadcast channels. (Documentary proof required)
9. The system shall have support graphical interface for creating new service offerings.
10. The system shall have a mechanism to test a new service offering before publishing the same.
11. The CA system should generate ECM using the control word supplied by the scrambling control system. The ECM's delivery should support DVB Simulcrypt specifications.
12. The CA System should be capable of delivering authentication EMM and auto refreshing EMMs to the STBs.
13. CAS bidder must also be able to support solutions for VOD and Middleware in future.
14. The CA System should have the capability to support at least 1000 bouquets/packages.
15. The software download capability is needed to support STB upgrade, downgrade targeting single and group STB's.
16. It shall not be possible to alter the data and logs recorded in the CAS.
17. The CAS, in use, should not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.

18. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

19. The CAS OEM shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded in the event of hacking.

20. The fingerprinting should not get invalidated by use of any device or software.

21. The CAS should be able to activate or deactivate services or STBs of at least 50% of the subscriber base of the distributor within 24 hours.

22. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the content.

23. The CAS should be capable of individually addressing subscribers, for the purpose of generating the reports, on all channels, packages and STB by STB basis.

24. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

25. The CA Company should be capable of upgrading CA software, in case of a known incidence of hacking/piracy within two weeks of reporting during the entire operational life of set top boxes, free of cost.

26. It shall be possible to generate the following reports from the logs of the CAS:

	<ul style="list-style-type: none"> i. STB-VC Pairing / De-Pairing ii. STB Activation / De-activation iii. Channels/packages Assignment to STB iv. Report of the activations or the deactivations of particular channels/packages for a given period <p>27. The CAS vendor must have the technical capability in India to maintain the systems on 24x7 basis throughout the year. (Documentary proof is required containing details of office address in India , phone numbers for 24 x 7 helpline etc)</p> <p>28. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.</p> <p>29. It should be possible to preserve unedited data of the CAS for at least two years.</p> <p>30. Some basic functions of the CA include Open/close account, Entitlement , D- Entitlement , revoke entitlement , OSD, Fingerprint display, conditional blackout, LOC/Unlock STB, parent control , Black listing. Additional functions of the CA include program preview control, support pre process scrambling for VOD service (Future requirement), Interface to third party ad insertion services.</p> <p>31. The CAS OEM must support at least 5 different STB Manufacturers. (Documentary proof is to be attached identifying the tie up with STB Vendors).</p> <p>32. The CAS must be capable to scramble the channels in the remote location through ECM & EMM from the Digital Headend and ensure the availability of the channels only for the Set Top Boxes seeded in a particular area in coordination with SMS.</p> <p>33. The CAS Vendors should be Simulcrypt DVBCA Compliant</p> <p>34. TACTV has an option to go with Simulcrypt mode. In case, TACTV goes with Simulcrypt option, the CSA version of all</p>	
--	---	--

	<p>the CAS that are part of the Simulcrypt shall be on the same version. Hence, all the CAS vendors shall be prepared to offer any version (V1, V2 , V3 etc) as per TACTV's requirement to achieve the objective of Simulcrypt</p> <p>35. CA System design should be capable to support more than 10 million subscribers</p> <p>36. As on date, active and deactive STB/VC wise subscriber count and a report containing details of such STB/VC.</p> <p>37. As on date, channel composition of package /A –la-carte.</p> <p>38. Historical month and active and de-active STB/VC wise subscriber count and a report containing details of such STB/VC.</p> <p>39. Historical channel composition of packages /A-la-carte and product edit logs of channel composition of packages.</p> <p>40. CAS certificate from the vendor (certificate to contain capacity to support atleast Ten million subscribers, CA ID& Version Number).</p> <p>41. Once Commands are triggered from SMS, CAS should be capable of handling all commands lasting for 3 days, even though the STB's may be in the OFF status. The deactivation command validity should be lifetime.</p> <p>42. The CA must have advanced security features such as Encrypted Control Words, Secure Booting, Chip-VC pairing, Secure Chip, Online upgrades etc.</p> <p>43. The Conditional Access System should be Embedded CAS with advance Security features as specified in the Tender. The embedding should be the part of the assembly line, the keys of which will be opened through whitelisting.</p>	
2)	Fingerprinting:	
	<p>1. The systems, processes and controls must be in place to run finger printing at regular intervals.</p>	

	<ol style="list-style-type: none">2. The finger print should support both <i>overt and covert types of finger printing</i>.3. The finger printing should not be removable by pressing any key on the remote of STB.4. The finger printing should be on the top most layer of the video.5. The finger printing should be such that it can identify the unique STB number or the unique VC number.6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.9. The finger printing should be possible on global as well as on the individual STB basis.10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.11. Scroll messaging should be only available in the lower part of the screen.12. The provision that finger printing is never disabled.	
--	---	--

1) Subscriber Management Systems:

1. The system should be capable of working with several DVB CAS Systems
2. The system should support use of set top boxes from multiple bidders with the CAS System.
3. The system must have a reporting mechanism to report usage and performance. Shall support definition and creation of new reports
4. Shall provide content cataloguing services
5. The system shall support multiple system users. It should be possible to assign roles to users and define specific permissions.
6. The system shall support XML API for integration with the billing system. The information may include Subscriber purchase records, Subscription information of subscribers, Channel Packages etc.
7. The system shall support both pre-paid and postpaid billing system.
8. The system shall support real time and bulk updates from external systems. Both synchronous and asynchronous messaging shall be possible.
9. The system shall support subscription management of third party applications.
10. The SMS system must track the deployment of active and passive set top boxes in the network
11. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
12. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
13. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - i. Unique customer identification (ID)
 - ii. Subscription contract number
 - iii. Name of the subscriber
 - iv. Billing address
 - v. Installation address
 - vi. Landline telephone number
 - vii. Mobile telephone number
 - viii. E-mail address
 - ix. Channels, bouquets and services subscribed
 - x. Unique STB number
 - xi. Unique VC number

14. The SMS should be capable of:
- i. Viewing and printing of historical data in terms of the activations and the deactivations of STBs
 - ii. Locating each and every STB and VC installed
 - iii. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber
15. The SMS should be capable of generating reports, at any desired time about:
- i. The total number of registered subscribers
 - ii. The total number of active subscribers
 - iii. The total number of temporary suspended subscribers
 - iv. The total number of deactivated subscribers
 - v. List of blacklisted STBs in the system
 - vi. Channel(s) and bouquet(s) , packages wise monthly subscription report in the prescribed format
 - vii. The names of the channels forming part of each package.
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet or packages at a given time.
 - ix. The name of a-la carte channel(s) and bouquet(s) subscribed by a subscriber
 - x. The package wise details of the channels in the package
 - xi. The package wise subscriber numbers
 - xii. The ageing report for subscription of a particular channel or bouquet
 - xiii. The history of all the above mentioned data for the period of last 2 years.
16. The solution must be able to address TACTV requirements of
- i. Subscriber Information:**
Subscriber profiles, region based, entity based and service based etc.
 - ii. Business Entity Management:**
To manage distribution of services, dealers appointed in different regions, setting up credit limit to dealers/resellers, etc.
 - iii. Product and package management:**
The system should support defining products, groups, packages, etc. The system should be able to add packages to group of customers at a time, approval based assigning packages.
a) Prepaid plans with an option to process advance bill pay and buy the services for a particular duration or till the usage limit

exhausts

b) Prepaid plans with usage limit and allowed usage limit within the time frame.

c) Support subscription and value top ups

d) Should support paper and electronic PIN generation and redemption. etc.

iv. Billing:

The system should support

a) Various pricing schemes

b) Recurring and non-recurring charges

c) Multiple billing cycles

d) Parent account billing

e) Region wise creation

f) Promotion

g) Discounts

h) Pro rate billing

i) Disconnection credit

j) Credit notes

k) Debit notes

The billing should provide ability to create custom batches, schedule bill generation and e mail dispatch summary, presenting bills in multiple modes like email, SMS, OSD and hard copy. Should accept multiple modes of payment.

v. Customer Care related capabilities :

The system should provide customer service representative quickly and should be user friendly. Should be able to generate work order for all connections, disconnections, installations, account transfers and service calls. Should be able to schedule work for the technician visit, time required for the task, customer locations etc.

vi. Inventory Related capabilities :

The SMS System should be able to track the inventory and maintain optimum levels of inventory in the stock locations. The system should support features such as capturing shipment details, tracking consignments, moving stocks between stock locations, tracking customer equipments. The system should also support integrating with external logistics, warehousing and courier systems, inventory returns, trigger alerts on stock depletion etc.

- vii. Finance and Accounting system :**
The solution should track account receivables and payables, settlement of bills, account receivables, collections, adjustments, business entity commissions and any other finance management related requirements. The pricing and rating of services, invoicing and billing are to be taken care in this module. Should support accounting period, account groups, taxation, defaulter management, receivable management, messaging and reminders, deposits and refunds, audit etc.
- viii. Security :**
The system should support role based access control to prevent unauthorized users accessing critical information, disable users at run time, encrypt user name and password etc. The bidder should recommend a secured deployment considering TACTV ecosystem.
- ix. Administration :**
This should support online help , error messaging, defining users , assign logins and passwords, audit trail , data back up and data restore procedures , user wise History .
- x. Reports**
The System should be able to generate a set of standard reports and if TACTV requires additional reports, the system should support definition and creation of new reports. Department wise dashboards must be possible and should be able to export data to generate reports in multiple formats.
- xi. Subscriber Web Interface :**
The system shall encourage subscribers to view/access their account information by remotely logging on to solution. They should be able to view their bills online, pay online and request for a service and shall offer standard features of customer web interface.
- xii. Provisioning and Mediation:**
Provisioning system should handle creation of subscriptions, activation, deactivation, assigning services, deactivating services etc. The system must generate provisioning request for each of the business processes mentioned above. The SMS system must be able to interface external CAS from any bidder.

<p>xiii. Other Requirements : The SMS system must be a. Flexible and configurable workflow management b. File upload mechanism c. Graphical representation of MIS info d. Multilanguage support e. Empowering filed person using mobile devices to perform activities like printing bills , payment receipts, complaint registrations. f. Scalability - The system should support millions of subscribers both existing and future.</p> <p>xiv. Third party Interface : The System should be capable of interfacing to third party systems such as CAS, VOD, Middleware, SMS Gateway, Online Payment Gateway, Contact centre, Broadband Network elements, financial system etc.</p> <p>.</p> <p>xv. Minimum Requirement of the SMS Vendor :</p> <ol style="list-style-type: none"> a. The system should support large subscriber base. b. Should have integration experience with DVB CAS Systems c. Capable integrating with third party systems like Payment Gateways, SMS gateways, contact centre system is preferred. d. If needed, shall be capable of supporting multiple CAS in simulcrypt mode in future. e. Should support customizations. f. Should provide an option for local support g. Shall support in handling services like PPV, VOD, and Games etc. in future. h. SMS Certificate from the vendor (containing capacity to support atleast Ten million subscribers , Version Number) 	
---	--

PART-I (Covering Letter)

Date: _____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director,

Tamilnadu Arasu Cable TV Corporation Limited (TACTV),

4th Floor, P.T. Lee Chengalvaraya Naiker Building

807, Mount Road,

Chennai - 600 002

Sir,

Sub: Tender for licensing of conditional access system and subscriber management system along with servers and its license fee - Submission of Part I - Reg .

Ref: Your Tender Notice _____ dated _____

With reference to your tender notice, we submit herewith our sealed tender for the licensing of conditional access system and subscriber management system along with servers and its license fee 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) Bank Guarantee no. _____ for Rs.15,00,000/- (Rupees Fifteen Lakhs only), towards Earnest Money Deposit.
- 3) Details of the Bidder (as per Annexure-V).
- 4) Registration Certificate from Government of Tamil Nadu as specified in G.O.Ms.No:343 dt.18.9.2020 of Finance (Salaries) Deptt. (as per Annexure-I)
- 5) Authorization letter from the bidder for the person to sign the tender.
- 6) Copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association in case of single bidder

- 7) Copy of GST registration certificates in case of Indian Manufacturer and official documentation including Tax returns for CAS/SMS manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation in case of Foreign Manufacturer.
- 8) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-VI).
- 9) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. FY 2018-19, 2019-20 and 2020-21.
- 10) Purchase Orders and Completion Certificates in support of the following:
 - 3 years of experience in the manufacture or technical support of CAS/SMS.
 - Providing technical support of at least 10 Lakh units of set top boxes in any one of the last three financial years of which at least 5 lakh units should have been supplied in India.
- 11) Address proof document for having a full-fledged permanent office in Chennai.
- 12) Tie-up letter, Purchase/work orders, completion certificate and Certificate from MSO/DTH Operator of CAS provider in support of clause 3(g).
- 13) Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department in case of Indian Company.
- 14) Copy of GST Registration certificate in case of Indian Company.
- 15) Declaration for not having black listed either by TACTV or by any other govt. agencies (as per Annexure-VIII).
- 16) Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in (as per Annexure-IX).
- 17) Latest Assessment orders under GST Act in case of Indian Company.
- 18) Latest I.T return of bidder
- 19) Compliance report to the technical Specifications as per Annexure-III.
- 20) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

DETAILS OF THE BIDDER

S.No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
G	Name of Authorized Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
H	Number & Address of Offices	
	a) In Chennai	
	b) Outside Chennai	

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/sfor the past three years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover (Rs. in crores)
1.	2019-20	
2.	2020-21	
3.	2021-22	
	Total	
Average annual turnover		

Note: Average Turnover of any three consecutive financial years will be considered i.e. FY 2019-20, 2020-21 and 2021-22.

DATE :

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(with seal and Address)

**List of works completed in supply and providing technical of
SMS/CAS for at least 10 Lakh set top boxes in any one of the last
three financial years**

*(Please provide the details for each project in separate sheet along with work order
and completion certificate from client)*

Financial Year	No. of Set Top Boxes SMS/CAS Supplied / technical support provided (in Nos.)
2019-20	
2020-21	
2021-22	
Total	

(Please provide the details of 10 Lakh units supplied in a financial year)

Financial Year: _____

S.No	Name & address of the client	Location of the Work (Town / State)	No.of Set Top Boxes SMS/CAS Supplied /technical support provided (in Nos.)	Work Order enclosed (Yes/No)	Work completion certificate enclosed (Yes/No)
1.					
2.					
3.					

CERTIFICATE

Date: _____

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

SIGNATURE OF THE BIDDER
(with seal and address)

DECLARATION FORM

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender sent to me/us by the Tamilnadu Arasu Cable TV Corporation Limited (TACTV), for the tenders floated vide tender ref.no. _____ for the licensing of conditional access system and subscriber management system along with servers and its license fee will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the internet site www.tactv.in / www.tenders.tn.gov.in 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 BIDDER
(with seal and address)

CLARIFICATION ON TENDER DOCUMENT FORMAT

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel:
			Fax:
			Email:
S. No.	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of clarification required
1			
2			
3			

SIGNATURE OF THE BIDDER
(with seal and address)

PART-II

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Managing Director,

Tamilnadu Arasu Cable TV Corporation Limited (TACTV),

4th Floor, P.T. Lee Chengalvaraya Naiker Building

807, Mount Road,

Chennai - 600 002.

Sir,

Sub: Tender for the licensing of conditional access system and subscriber management system along with servers and its license fee - Submission of Part - II - Price Offer - Reg

Ref:- Our tender (Technical Bid) submitted for “the licensing of conditional access system and subscriber management system along with servers and its license fee

In continuation of our above tender, we submit herewith the price offer for “the licensing of conditional access system and subscriber management system along with servers and its license fee 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 BIDDER

PRICE BID**i. License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) along with Servers**

S.No.	Description	Basic Price per unit (A)	GST % (B)	Total inclusive of GST C=A+B
		(Rs.)	(Rs.)	(Rs.)
1.	Price of License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box per unit			

Amount in words _____ only

Total inclusive of GST

ANNEXURE – XIII

CHECKLIST OF DOCUMENTS

S.No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page no.)
1.	A covering letter on your letter head addressed to the Managing Director, TACTV (as per Annexure-IV)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3.	Bank Guarantee no. _____ for Rs.15,00,000/- (Rupees Twenty Five Lakhs only), towards Earnest Money Deposit		
4.	Registration certificate issued by Government of Tamil Nadu as per G.O. Ms.No:343 dt.18.9.2020 of Finance (Salaries) Department.		
5.	Details of the Bidder (as per Annexure-V)		
6.	Authorization letter from the bidder for the person to sign the tender		
7.	Copy of certificate of incorporation/registration and copy of Memorandum and Articles of Association		
8.	Copy of Central excise/ GST and PAN registration certificates in case of Indian Manufacturer and official documentation including Tax returns for CAS/SMS manufacturing business from Tax Authorities/Statutory Authorities of the country of Incorporation in case of Foreign Manufacturer.		
9.	Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-VI). In case of Consortium of bidders the same has to be submitted for each partner separately.		
10.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years i.e. FY 2018-19, 2019-20 and 2020-21.		
11.	Purchase Orders and Completion Certificates in support of the following: <ul style="list-style-type: none"> • 3 years of experience in the manufacture or supply and technical support of CAS/SMS • Supply and technical support of at least 10 Lakh units of set top boxes in any one of the last three financial years of which at least 5 Lakh units should have been supplied and seeded in India 		
12.	Address proof document for having a full-fledged permanent office in Chennai		
13.	Tie-up letter, Purchase/work orders, completion certificate and Certificate from MSO/DTH Operator of CAS/SMS provider in support of clause 3(g)		
14.	Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department in case of Indian Company		
15.	Copy of GST Registration certificate in case of Indian Company		
16.	Declaration for not having black listed either by TACTV or by any other govt. agencies (as per Annexure-VIII)		

17.	Declaration for not having tampered the Tender documents downloaded from the website www.tenders.tn.gov.in (Annexure-IX)		
18.	Latest Assessment orders under GST Act in case of Indian Company		
19.	Latest I.T return		
20.	Compliance report to the technical Specifications as per Annexure-III.		
21.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		
22.	Documentary proof from the CAS vendor that the proposed system has been audited and approved by BECIL or any other approved agency of TRAI & Major content aggregators & broadcast channels.		
23.	Documentary proof for 24 x7 helpline for CAS/SMS in India with contact details for support services during contract period		

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

MODEL AGREEMENT FORM

AGREEMENT

This Agreement made this _____th day of _____ 2017 BETWEEN TAMILNADU ARASU CABLE TV CORPORATION LIMITED, 4th Floor, P.T. Lee Chengalvaraya Naiker Building, 807, Mount Road, Chennai - 600 002, herein after referred to as "TACTV" on ONE PART and M/s. _____ represented by its _____, Thiru. _____, Son of Thiru. _____ having its registered office at _____ hereinafter called the "SUPPLIER" on the OTHER PART.

2. Whereas TACTV desired to renew License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box by calling tenders which were opened on _____.

3. And whereas Supplier, _____
_____,
has made an offer to supply (to renew License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box on_____.

4. And whereas the Supplier has quoted all inclusive rate of Rs. _____/- (Rupees _____ only) per unit for Price of License fee for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box.

5. And whereas the Supplier after due negotiation agreed to undertake the contract of to renew License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box per unit. inclusive of all taxes.

6. Whereas TACTV has accepted the negotiated rate of the Supplier vide letter No. _____ dated _____.

7. And whereas both TACTV and the Supplier have agreed to execute an agreement setting out the terms and conditions here under mentioned as agreed to by both the parties to this agreement.

8. NOW THIS DEED OF AGREEMENT WITNESSES:

(i) EMD and Security Deposit

- a. The Supplier has remitted an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) towards Earnest Money Deposit (EMD) in the form of an Irrevocable Bank Guarantee issued by _____ Bank, _____ Branch (BG No. ____ valid till).
- b. The “Supplier” has remitted an amount of Rs. _____/-(Rupees _____ only) towards Security Deposit (SD) being 2% of the allotted quantity after adjusting the Earnest Money Deposit of Rs.15,00,000/-, in the form of an Irrevocable Bank Guarantee issued by _____ Bank, _____ Branch (BG No. ____ valid till _____).
- c. Security Deposit will be returned only after completion of license period of the entire order quantity.
- d. In case of non fulfillment of contract, Security Deposit will be forfeited.

(ii) Scope of Work and Rates:

9. The Supplier should renew License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box one year as ordered by TACTV. The Specifications given in the Annexure-II should be strictly complied.

(a) During the licensing period, the bidder should also provide maintenance support for all items covered under the contract without additional cost. The suppliers should have arrangements in OEM of CAS/SMS extending service support.

(iii) The detailed price schedule is given as under:

S.No.	Item Description	Total Price inclusive of taxes (in Rs)
1		

10. SCHEDULE OF SUPPLY

- (a) The License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers should renewed within start date mentioned in the purchase order:

Delay beyond this period will attract penalty.

Failure to comply with the stipulated schedule of Renewal of License /AMC of CAS and SMS will attract a penalty of 0.5% per week, on the unfulfilled portion of the contract up to a maximum of 5%. Delays beyond that period will result in cancellation of the orders.

- (b) If the contract is not completed within the stipulated time or extended time, TACTV will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful bidder. Such cancellation will entail forfeiture of Security Deposit.
- (c) In the event of non- performance of the contractual provisions or failure to effect the supply within the stipulated time or during the extended period and if it is found that the contractor, has not fulfilled the contractual obligation with TACTV in any manner during the currency of the contract or also found on later date, TACTV reserves the right to disqualify such supplier to participate in future tenders or black list the firm up to a maximum period of 3 years.

11. LICENSING PERIOD & SERVICE SUPPORT

- (a) During the one year licensing period, the bidder should also provide maintenance support for all items covered under the contract without any additional cost.

However the period will not extend to failures due to non-manufacturing defects such as water-log, tampered by unauthorized person, failure due to high voltage or lightning, provided the same is proved beyond doubt.

- (b) For each purchase order, the supplier shall renew the AMC for the ordered quantity.
- (c) The supplier should maintain toll free number operating 24x7 to register service complaints. The complaints shall be rectified immediately.
- (d) The Bidder should depute one CAS/SMS support Engineer to the Headend of TACTV.
- (e) Any faults in CAS/SMS software, severe hardware failures should be resolved by the supplier.
- (f) Any failure of EMM/ ECM from CAS server should be resolved by the supplier.
- (g) Any failure in CAS main server should be immediately switched backup server by the support Engineer to the deputed in Head end.
- (h) any failure in SMS Database/ Application server should be rectified by supplier.
- (i) Any changes required in CAS/SMS servers as per the regulatory should be completed within the timeline stipulated by regulatory.
- (j) Supplier should provide support to DAS audit through the support engineers of CAS and SMS.

12. PAYMENT TERMS

- (a) 90% Payment will be made for each purchase order within 30 days after renewal of license for entire quantity given in the purchase order on submission of invoice and acceptance by TACTV. The balance 10% will be paid after submission of irrevocable Bank Guarantee equivalent to the above amount valid for the AMC period towards performance guarantee

- (b) The, payments will be considered only after submission of necessary proof for payment of taxes to the Govt. as per invoice .
- (c) All payments under this Contract shall be made to the accounts of the Supplier as specified in the tender conditions.
- (d) TACTV also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the TACTV immediately on demand, without raising any dispute/protest.

13. PENALTY

- (a) Failure to comply with the stipulated schedule of Renewal of License of CAS and SMS will attract a penalty of 0.5% per week, on the unfulfilled portion of the contract up to a maximum of 5%. Delays beyond that period will result in cancellation of the orders.
- (b) The complaint raised by TACTV has to be rectified as follows:
 - i. For any major faults like server hardware failure/ software crash, it has to be resolved within 24 hours by the supplier. Failure to comply with the above time lines will attract a penalty of Rs.10000 per hour.
 - ii. **If the set top boxes malfunction due to any common technical problems in CAS/STB, it should be resolved within 4 hours failing which, the business loss of TACTV for each of such malfunctioning STB shall be recovered from the supplier**

14. TERMINATION OF CONTRACT

TACTV reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or any of the reasons.

15. GENERAL CONDITIONS

- (a) Conditional tender in any form will not be accepted.
- (b) TACTV reserves the right to relax or waive or amend any of the tender conditions.

- (c) The right of final acceptance of the tender is entirely vested with the TACTV and TACTV reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- (d) The successful bidder shall not off load either full or part of the work to other bidder.
- (e) If delivery performance of the bidder is not as per the schedule, then the TACTV reserves the right to reallocate the quantity to other bidders. Any additional cost incurred by TACTV due to such reallocation should be borne by the bidder.
- (f) Any notice regarding any problems, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.
- (g) In the course of discussion and instruction TACTV may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered as confidential.

16. ARBITRATION

- (a) In case of any dispute in the bid, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter shall be referred by TACTV/ bidder to an arbitrator who shall be selected by the bidder from the panel of arbitrators approved by TACTV and communicate the same within 15 days, from the date of receipt of the letter from TACTV along with the panel. If there is no reply from the bidder within 15 days, TACTV shall choose any of the arbitrators from the panel of arbitrators referred to above. The remuneration for the arbitrator and other expenses shall be shared equally by TACTV and the bidder.
- (b) The venue of the Arbitration shall be at the Head office of the TACTV, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- (c) The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the Court at Chennai city only.

17. JURISDICTION OF THE COURT

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

We agree to the above terms and conditions.

In witness whereof, Thiru. _____ on one part and Thiru. (Name), (Designation), M/s. _____ on the other part signed this agreement on the day, month and year first above.

Agreed by both the parties.

SUPPLIER

TACTV

WITNESSES: -

WITNESSES: -

1.

1.

2.

2.

**Bank Guarantee Format for Earnest Money Deposit
(To be executed in Rs.100/- Stamp Paper)**

To

The Managing Director,
Tamilnadu Arasu Cable TV Corporation Limited (TACTV),
4th Floor, P.T. Lee Chengalvaraya Naiker Building,
807, Mount Road,
Chennai - 600 002

TACTV Bank Details:

(State Bank of India – Account No:34792533472 – IFSC Code: SBIN0070644)

Bank Guarantee No:

Amount of Guarantee: Rs.15,00,000/- (Rupees Fifteen Lakhs Only)

Guarantee covers from:

Last date for lodgement of claim:

WHEREAS Managing Director, Tamilnadu Arasu Cable TV Corporation, No.34 /123, 4th Floor, P.T. Lee Chengalvaraya Naiker Building, 807, Mount road, Chennai- 600 002 Tamilnadu, India (hereinafter called “TACTV”) has floated tender to renew the License for Conditional Access System (CAS) and Subscriber Management System (SMS) including Servers of set top box (herein after called “Tender”) vide tender reference number.....dated

AND WHEREAS Consortium led by M/s (Name and Registered Office Address of the Bidder) (herein after called “Bidder”) is interested in participating in the tender.

AND WHEREAS as per the tender conditions, the bidder has to submit an irrevocable unconditional bank guarantee to the value of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) from any Indian Nationalized/Scheduled Commercial Bank valid for a period of six months towards Earnest Money Deposit along with the bid.

We (Bank Name), having branch at (Branch Address) (hereinafter referred as the “Bank”) at the request of the bidder have agreed to give the bidder such a Bank Guarantee and we hereby

absolutely, irrevocably and unconditionally undertake to guarantee you and keep you guaranteed to the extent of the sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) and we undertake to pay TACTV upon your first written demand and without cavil or argument, any sum or sums within the limit of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) as aforesaid without TACTV needing to prove or to show grounds or reasons for TACTV's demand for the sum specified therein.

We, the Bank, further agree that change or addition to or other modification of the terms of the Tender or of the works to be performed there under or of any of the Contract documents which may be made between TACTV and the bidder shall not in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition and modification.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

Our liability under this guarantee is limited to Rs.15,00,000/- (Rupees Fifteen Lakhs Only)

This Bank guarantee will be valid up to .2020.

Unless a demand is made on the Bank at (Bank Name), Branch at (Branch Address) in writing on or before .2022 all your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities there under.

In witness whereof the Bank, through its authorized officer, has set its, hand and stamp on this at_____.

Witness:

(Signature)

(Name in Block Letters)