

E-Auction of Third Batch of Private FM Radio Phase-III Channels

E-Auction of Third Batch of Private FM Radio Phase-III Channels

**NOTICE INVITING APPLICATIONS
NO. N-38014/4/2024-FM**

14TH OCTOBER, 2024

MINISTRY OF INFORMATION & BROADCASTING

GOVERNMENT OF INDIA

SHASTRI BHAWAN

NEW DELHI

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I NOTICE

- 1.1 The Government of India (the “Government”), through the Ministry of Information and Broadcasting (“MIB”), has decided to conduct ascending e-auctions (the "Auction") for allotting 730 channels in 234 uncovered cities under third batch of FM Phase-III Radio Channels. List of the channels & cities with their reserve price and required minimum net worth is given in **Annexure 6.1**.
- 1.2 On behalf of the President of India, applications are invited from prospective bidders who meet the eligibility criteria to submit applications for participating in the Auction (the “Applications”)
- 1.3 Based on the Applications, the Government shall pre-qualify Applicants who meet the eligibility criteria for participation in the Auction.
- 1.4 Ministry has placed a copy of the FM Phase-III Policy Guidelines dated 25.07.2011 along with all the amendments (together the “Policy”) on the MIB website (www.mib.gov.in). The permission holders under Phase-III shall be governed by the Policy, as amended from time to time.
- 1.5 Interested parties may obtain a copy of this document and any subsequent amendments to it from the MIB website. The Notice contains only some of the salient provisions of Policy to serve as a quick guide for the Applicants and it should be read and interpreted in conjunction with the Policy.
- 1.6 The Government reserves the right to cancel or postpone the Auction, in part or in full at any stage, without assigning any reasons.
- 1.7 The Government further reserves the right to abandon the Auction at any time prior to the allotment of channels as it may deem fit without giving any reason whatsoever.
- 1.8 The detailed Auction Rules will be published separately.

II TIME LINE

The table below sets out the current timeline for e-auction. The Government reserves the right to determine the overall timeline of the Auction or to amend it from time to time.

Tentative Timeline for Third Batch of Auction in Phase-III

Sr. No.	Activity	Date / Number of Days
1	Issue of Notice Inviting Applications (NIA)	14 th October, 2024
2	Pre Bid conference	28 th October, 2024
3	Last date for seeking clarifications on NIA	29 th October, 2024
4	Clarifications to NIA	05 th November, 2024
5	Last Date for submission of Applications	18 th November, 2024
6	Publication of ownership details of Applicants	25 th November, 2024
7	Bidder Ownership Compliance Certificate	2 nd December, 2024
8	Pre-Qualification of Bidders	20 th December, 2024 or completion of requisite formalities, whichever is later
9	Mock Auction	4-5 days after s.no. 8
10	Start of the Auction	4 days after s.no. 9
11	Payment of the Successful Bid Amount	First 25% payment within 5 calendar days, and remaining within 15 calendar days of the close of the Auction and notification of successful bidders by the Government.

III SALIENT CONDITIONS FOR PERMISSION FOR OPERATING FM BROADCASTING SERVICE BY PRIVATE AGENCIES IN PHASE-III

3.1 Eligibility

Only Companies registered in India under the Companies Act, **2013 or under the previous Companies Act**, 1956 shall be eligible for bidding and obtaining permission for FM Radio channels as per the provisions mentioned hereunder.

3.2 Disqualifications

The following types of companies shall not be eligible to apply:-

- a) Companies not incorporated in India.
- b) Any company controlled by a person convicted of an offence involving moral turpitude or money laundering/drug trafficking, terrorist activities or declared as insolvent or applied for being declared insolvent;
- c) A company which is an associate of or controlled by a Trust, Society or Non-Profit Organization;
- d) A company controlled by or associated with a religious body;
- e) A company controlled by or associated with a political body;
- f) Any company which is functioning as an advertising agency or is an associate of an advertising agency or is controlled by an advertising agency or person associated with an advertising agency;
- g) Subsidiary company of any applicant in the same City;
- h) Holding company of any applicant in the same City;
- i) Companies with the Same Management as that of an applicant in the same City;
- j) More than one Inter-Connected Undertaking in the same City;
- k) A company that has been debarred from taking part in the bidding process or its holding company or subsidiary or a company with the same management or an interconnected undertaking;
- l) The defaulters of conditions under Phase-I & Phase-II, who have contested the revocation of their Letters of Intent/License Agreements/ Bank

Guarantees, and thereby continue to be debarred from participating in any future bidding process.

All the Applicants shall submit a Certificate in compliance of above from Chartered Accountant as per **Annexure 6.2**.

3.3 Financial Competence

The financial eligibility of each applicant company shall be assessed on the basis of the criteria as specified in **Annexure 6.3**.

3.4 Period of Permission

The Permission shall be valid for a period of **fifteen (15)** years from the effective date which shall be reckoned from the date of operationalisation of the Channel.

3.5 NOTEF

Permission for the channels shall be granted on the basis of Non-Refundable One-Time Entry Fees (NOTEF) i.e. Successful Bid Amount arrived at through an ascending e-auction process.

3.6 Payment Methodology

3.6.1 Successful Bidders, as notified by the Government, shall deposit 25% of the successful Bid Amount i.e. NOTEF as Bid Deposit within 5 calendar days of the close of the Auction and notification of successful bidders by the Government, failing which the Earnest Money Deposit shall stand forfeited.

3.6.2 Successful Bidders shall deposit the balance amount (Successful Bid Amount less Bid Deposit) within 15 calendar days of the close of the Auction and notification of successful bidders by the Government, failing which its Earnest Money Deposit and its Bid Deposit shall stand forfeited.

3.6.3 All Payments will need to be made through electronic mode in the Bharatkosh A/c (Bharatkosh.gov.in) which will be intimated with notification of successful bidders by the Government.

3.7 Annual Fee

The complete details regarding Annual Fee are given in **Clause 6 of FM Phase-III Policy Guidelines dated 25th July, 2011** as amended from time to time.

For permission holder in uncovered new cities under Batch III FM Phase III, the Annual Fee as amended vide Order dated 10.09.2024 as reproduced below shall

apply

“6.1(aa). Notwithstanding the provision in Clause 6.1 (a) and subject to provision contained in 6.1 (ba); the Permission holder in uncovered new cities under Batch-III FM Phase-III auction shall be liable to pay an Annual Fee to the Government of India every year charged @ 4% of Gross Revenue of its FM radio channel for the financial year for the concerned city excluding Goods and Service Tax. Other Clauses of these policy guidelines in so far, they relate to the permission holder in uncovered new cities under Batch III FM Phase III, shall be read accordingly.”

“6.1(ba). The Permission holder in the uncovered new cities in the States of North East i.e., Manipur, Meghalaya, Mizoram, Nagaland and Tripura; Union Territories of Jammu & Kashmir; and island territories (i.e, Andaman and Nicobar islands and Lakshadweep) under Batch-III FM Phase-III auction will be required to pay an Annual Fee to the Government of India charged @ 2% of Gross Revenue excluding Goods and Service tax for each year for an initial period of three years from the date from which the annual license fee becomes payable and the permission period of 15 years begins. Other Clauses of these policy guidelines for such permission holders shall be read accordingly.”

3.8 Requirement to Adhere to Time Schedules

FM Phase-III Policy Guidelines dated 25th July, 2011 under **clause 5 (sub-clauses 5.1 to 5.5)** stipulate requirements to adhere to time schedule for signing of Grant of Permission Agreement (GOPA), time schedule for operationalization and time schedule in totality in detail which are summarized in **Annexure 6.4**.

3.9 Miscellaneous

- 3.9.1 Every permission holder shall furnish a Performance Bank Guarantee as mentioned in clause 6 of Policy Guidelines and as per format given in **Annexure 6.5**.
- 3.9.2 The company as well as all Directors on the Board shall be security cleared. The applicant shall furnish information as per **Annexure 6.6**.
- 3.9.3 The ‘Integrity Pact’ shall be signed by all the applicants participating in the e- auctions for award of FM Radio Licenses under Phase-III. Format of the Integrity Pact is placed at **Annexure 6.7**.

- 3.9.4 In terms of clause 2.5 of Policy, a legally binding agreement (if applicable) is to be submitted for managing the affairs of company as a single unit as per **Annexure 6.8**.
- 3.9.5 The grant of Permission shall be subject to the condition that the permission holder shall comply with any regulations, orders and directions issued by TRAI from time to time under the TRAI Act 1997.
- 3.9.6 Successful Bidders shall obtain “Standing Advisory Committee on Radio Frequency Allocation” (SACFA) clearance and Frequency Allocation from the Wireless Planning and Coordination (WPC) Wing of Ministry of Communications as per the prescribed procedure.
- 3.9.7 The Permission shall be governed by the laws of India including the provisions of the **Indian Telegraph Act, 1885, Telecom Regulatory Authority of India Act, 1997, the Telecommunications Act, 2023** as amended from time to time and any other law as applicable to broadcasting which has or may come into force.
- 3.9.8 The Government of India has also put this Notice on its website www.mib.gov.in and will use this website as the principal means of giving general clarifications, if any, or intimation about the changes, if any, in the Notice or auction process, etc. Similarly, all relevant documents such as the draft Letter of Intent (LOI) / Grant of Permission Agreement (GOPA) and Agreement with Prasar Bharati / BECIL, wherever required, various formats etc. will be posted on this website from time to time. All prospective bidders are therefore, strongly advised to visit the website as frequently as possible to remain fully apprised of the latest developments.
- 3.9.9 Enquiries, if any, may be sent to the following e-mail address: fncell@nic.in. The Government may or may not respond to any query, in part or full, at its sole discretion. In case it responds to any query, the response shall be made public.
- 3.9.10 Prospective bidders are advised to go through Policy guidelines of 2011 and subsequent amendments in detail before submitting compliance with their application.

IV APPLICATION REQUIREMENTS

4.1 Application format and procedures for submission

- 4.1.1 In order to pre-qualify for the Auctions, prospective Bidders must submit an Application on or before the last date for submission of applications, as per the requirements described in **Section V**.
- 4.1.2 The Government reserves the right not to pre-qualify any Applicant without assigning any reason whatsoever.
- 4.1.3 Format for various certificates and undertakings are provided in **Annexure 6.9**.

4.2 Ownership Compliance Certification

After the last date of submission of Applications, the Government shall publish the ownership details submitted by the Applicants, who have not otherwise been disqualified till then, on the Ministry's website.

After this, an Applicant, who has not otherwise been disqualified till then, will be required to submit an Ownership Compliance Certificate (**Annexure 6.10**), before the deadline indicated in the Auction timeline.

4.3 General power of exclusion

The Government will retain a general power to exclude any Applicant, without providing any reason for such action, if in its opinion the holding of a FM License by that Prospective bidder would be prejudicial to the interests of national security.

4.4 Bid Validity

The bids made in the Auction shall be valid **up to 30th June, 2025**.

V APPLICATION INSTRUCTIONS

- 5.1 Applications should be delivered / sent by all the applicants, at the following address, so as to reach not later than **5:00 PM on 18th November, 2024**,

Additional Director
Ministry of Information and Broadcasting
Room no 415A, 'B' Wing, Shastri Bhawan,
Dr. Rajendra Prasad Road,
New Delhi – 110 001

The sealed covers shall be sent by Registered Post/ Courier or delivered in person to the above address during office hours.

- 5.2 Applications received after the prescribed timeline shall be summarily rejected and returned unopened.
- 5.3 **Four sets** of the Application need to be submitted in separate sealed covers. The first set shall be marked as “**ORIGINAL**” and shall be duly signed in ink on each page by the Applicant. The other **three photo copies** of the original set shall be marked as “COPY No. ”.
- 5.4 Each page of the Application is to be numbered and the total number of pages of the application is to be indicated on the first page. In case of discrepancies between the copies and the Original, the Original shall prevail. However, the Government also reserves the right to summarily reject Applications in case of discrepancies between the copies and the Original. Name and address of the Bidder shall be displayed on each of the sealed covers. The Applicants should also submit scanned soft copy of the Original set on Pen Drive in a **single “pdf”** document with pages in the same order as in the Original Application.
- 5.5 Applicants should note that, at its sole discretion, the Government may designate another time and/ or place at which Applications should be submitted. However, this power will only be used in exceptional circumstances. The alternative location will be publicized on the Auction website.
- 5.6 General Instructions:
- (a) All the pages of the form/ supporting documents must be separately signed along with the rubber stamp by the Authorised Signatory. The name and designation of the signatory and the stamp of the relevant company must also appear wherever documents have been signed.

- (b) If the information supplied against any item in **Annexure 6.2, 6.3, 6.6, 6.7, 6.8, 6.9, 6.10 and 6.11** or any other relevant sections is marked as dash or is left blank, it shall be treated as incomplete and the Application may not be considered for further processing.
- (c) All certificates and undertakings should be provided on the letterhead of the company.

5.7 Sealed Cover containing Application should be marked:

“Application for Pre-Qualification – 730 Private FM Radio Channels in Third Batch (Phase-III)”

5.7.1 Applications should meet the following requirements:

- (a) Earnest Money Deposit (**EMD**), (Earnest Money shall be 25% of the reserve price of that city per channel) in the form of a Bank Guarantee (as per **Annexure 6.11**) from a Scheduled Bank, of an amount equal to the summation of earnest money amounts for the FM Channels city wise and channel wise, which the bidder wishes to be eligible to bid. This should be accompanied with the application for pre-qualification.
- (b) A completed Application Form (**Annexure 6.12**) and all supporting information including the necessary undertakings and the Application Checklist, all documents duly numbered, signed and stamped by the Authorized signatory on each page.
- (c) A clause-by-clause compliance statement in respect of this Notice and Policy guidelines 2011 (as amended) is required. For this an omnibus certificate can be furnished confirming that all clauses/ sub clauses have been read, understood and complied with.
- (d) A non-refundable application processing fee of ₹ 50,000/- through electronic mode (Credit card / Debit card / Net Banking / RTGS / NEFT / IMPS) in the Bharatkosh in favour of Pay and Accounts Office (Main Secretariat, MS), Ministry of Information and Broadcasting , Shastri Bhawan, New Delhi-110 001 as per details given below: Proposals not accompanied by Bharatkosh receipt of application fee shall be considered as non-responsive and summarily rejected.

Website link	Head of account	Purpose / Description
Bharatkosh.gov.in	0221.01.102.01.04.00	Application Fee for the private FM radio matters

- (e) Complete Eligibility details possessed by the applicant as eligibility criteria as stipulated in Clause 2.2 of FM Phase-III Policy guidelines dated 25.07.2011 read along with Notes given therein.

- (f) Nomination of an Authorized Person, who is empowered to correspond on behalf of the bidder with the Government and with the Auctioneer (till the mock auction only) (the “Authorised Person”), along with a Power of Attorney empowering her/him to take all decisions connected with the Auction on the bidder’s behalf.

Bidders may nominate an additional person for correspondence / liaison / interaction with the ministry. In case of any duplication of submissions made by the Applicant, the submission signed by the primary authorised person would be considered as final and binding. However, only the primary authorized person will be allowed to make bids during the auction stage.

- (g) No person, whether individual or corporate, can act for or on behalf of or advise more than one Bidder that is participating in the Auction. The applicant company has to ensure this, and an affidavit in this regard is required to be furnished by it at application stage.
- (h) If at any later date, it is found that averments/ facts submitted by the Applicant in the Application based on which it has been considered eligible for the Auction is incorrect or false, the Government reserves the right to disqualify the Bidder as well as take other penal action against such Bidder, including but not limited to, forfeiting its EMD as well as withdrawing any channel allotment that may have been made to such a Bidder in the Auction.
- (i) Any other information as may be stipulated in the Notice.

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VI ANNEXURES

6.1 FM Channels put on Bid in the Third Batch of Phase-III of Private FM Radio Broadcasting with their Reserve Price & Required Minimum Net worth

S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
ANDAMAN & NICOBAR				
1	Port Blair	3	41	50
ANDHRA PRADESH				
2	Adoni	3	95	50
3	Anantapuram	3	98	50
4	Bheemavaram	3	106	50
5	Chilakaluripet	3	107	50
6	Chirala	3	97	50
7	Chittoor	3	101	50
8	Cuddapah	3	98	50
9	Dharmavaram	3	98	50
10	Eluru	3	106	50
11	Guntakal	3	98	50
12	Hindupur	3	98	50
13	Kakinada	4	270	100
14	Kurnool	4	239	100
15	Machilipatnam	3	123	50
16	Madanapalle	3	101	50
17	Nandyal	3	95	50
18	Narasaraopet	3	107	50
19	Ongole	3	97	50
20	Proddatur	3	98	50
21	Srikakulam	3	84	50
22	Tadpatri	3	98	50
23	Vizianagaram	3	89	50
ASSAM				
24	Dibrugarh	3	39	50
25	Jorhat	3	41	50
26	Nagaon (Nowgang)	3	28	50

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
27	Silchar	3	29	50
28	Tezpur	3	29	50
29	Tinsukia	3	34	50
BIHAR				
30	Arrah	3	61	50
31	Aurangabad	3	52	50
32	Bagaha	3	50	50
33	Begusarai	3	59	50
34	Bettiah	3	50	50
35	Bhagalpur	4	62	100
36	Bihar Sharif	3	56	50
37	Chhapra	3	56	50
38	Darbhanga	3	53	50
39	Gaya	4	54	100
40	Kishanganj	3	45	50
41	Motihari	3	52	50
42	Munger	3	69	50
43	Purnia	4	47	100
44	Saharsa	3	47	50
45	Sasaram	3	60	50
46	Sitamarhi	3	49	50
47	Siwan	3	57	50
CHHATTISGARH				
48	Ambikapur	3	51	50
49	Jagdapur	3	53	50
50	Korba	3	87	50
DADRA AND NAGAR HAVELI AND DAMAN AND DIU				
51	Daman	3	128	50
GUJARAT				
52	Amreli	3	132	50
53	Bhuj	3	149	50
54	Botad	3	135	50
55	Dahod	3	73	50
56	Gandhidham	3	149	50
57	Jetpur Navagadh	3	171	50
58	Patan	3	110	50

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
59	Surendranagar (Dudhrej)	3	131	50
HARYANA				
60	Ambala	3	124	50
61	Bhiwani	3	88	50
62	Jind	3	88	50
63	Kaithal	3	95	50
64	Panipat	3	113	50
65	Rewari	3	110	50
66	Rohtak	3	110	50
67	Sirsa	3	98	50
68	Thanesar	3	107	50
JAMMU & KASHMIR				
69	Anantnag	3	44	50
JHARKHAND				
70	Bokaro Steel City	3	85	50
71	Deoghar	3	55	50
72	Dhanbad	4	346	200
73	Giridih	3	47	50
74	Hazaribag	3	65	50
75	Medninagar (Daltonganj)	3	47	50
KARNATAKA				
76	Bagalkot	3	112	50
77	Belgaum	4	265	100
78	Bellary	4	282	100
79	Bidar	3	106	50
80	Bijapur	4	124	100
81	Chikmagalur	3	141	50
82	Chitradurga	3	125	50
83	Davangere	4	283	100
84	Gadag Betigeri	3	116	50
85	Hassan	3	134	50
86	Hospet	3	133	50
87	Kolar	3	137	50
88	Raichur	3	108	50
89	Shimoga	4	314	100

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
90	Tumkur	3	139	50
91	Udupi	3	169	50
KERALA				
92	Kanhangad (Kasaragod)	3	151	50
93	Palakkad	3	157	50
LAKSHADWEEP				
94	Kavaratti	3	5	50
MADHYA PRADESH				
95	Betul	3	75	50
96	Burhanpur	3	78	50
97	Chhatarpur	3	68	50
98	Chhindwara	3	80	50
99	Damoh	3	70	50
100	Guna	3	72	50
101	Itarsi	3	92	50
102	Khandwa	3	78	50
103	Khargone	3	68	50
104	Mandsaur	3	80	50
105	Murwara (Katni)	3	75	50
106	Neemuch	3	84	50
107	Ratlam	3	81	50
108	Rewa	3	68	50
109	Sagar	4	80	100
110	Satna	3	73	50
111	Seoni	3	66	50
112	Shivpuri	3	64	50
113	Singrauli	3	67	50
114	Vidisha	3	74	50
MAHARASHTRA				
115	Achalpur	3	130	50
116	Barshi	3	132	50
117	Chandrapur	4	422	100
118	Gondiya	3	113	50
119	Latur	4	239	100
120	Malegaon	4	311	100

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
121	Nandurbar	3	84	50
122	Osmanabad	3	108	50
123	Udgir	3	113	50
124	Wardha	3	142	50
125	Yavatmal	3	111	50
MANIPUR				
126	Imphal	4	89	100
MEGHALAYA				
127	Jowai	3	5	50
MIZORAM				
128	Lunglei	3	5	50
NAGALAND				
129	Dimapur	3	46	50
130	Kohima	3	46	50
131	Mokukchung	3	5	50
ODISHA				
132	Baleshwar	3	70	50
133	Baripada	3	53	50
134	Berhampur	4	136	100
135	Bhadrak	3	70	50
136	Puri	3	73	50
137	Sambalpur	3	87	50
PUNJAB				
138	Abohar	3	126	50
139	Barnala	3	135	50
140	Bathinda	3	136	50
141	Firozpur	3	126	50
142	Hoshiarpur	3	152	50
143	Ludhiana	4	783	200
144	Moga	3	138	50
145	Muktsar	3	127	50
146	Pathankot	3	136	50
RAJASTHAN				
147	Alwar	4	82	100
148	Banswara	3	66	50

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
149	Beawar	3	132	50
150	Bharatpur	3	93	50
151	Bhilwara	4	80	100
152	Chittaurgarh	3	101	50
153	Churu	3	95	50
154	Dhaulpur	3	80	50
155	Ganganagar	3	121	50
156	Hanumangarh	3	102	50
157	Hindaun	3	80	50
158	Jhunjhunu	3	110	50
159	Makrana	3	96	50
160	Nagaur	3	96	50
161	Pali	3	106	50
162	Sawai Madhopur	3	91	50
163	Sikar	3	108	50
164	Sujangarh	3	95	50
165	Tonk	3	94	50
TAMIL NADU				
166	Coonoor	3	163	50
167	Dindigul	3	153	50
168	Karaikudi	3	149	50
169	Karur	3	168	50
170	Nagarcoil/ Kanyakumari	3	193	50
171	Neyveli	3	157	50
172	Pudukkottai	3	139	50
173	Rajapalayam	3	159	50
174	Thanjavur	3	157	50
175	Tiruvannamalai	3	131	50
176	Vaniyambadi	3	154	50
TELANGANA				
177	Adilabad	3	114	50
178	Karimnagar	3	128	50
179	Khammam	3	123	50
180	Kothagudem	3	123	50
181	Mahbubnagar	3	104	50

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
182	Mancherial	3	114	50
183	Nalgonda	3	120	50
184	Nizamabad	4	281	100
185	Ramagundam	3	128	50
186	Suryapet	3	120	50
TRIPURA				
187	Belonia	3	5	50
UTTAR PRADESH				
188	Akbarpur	3	63	50
189	Azamgarh	3	67	50
190	Badaun	3	62	50
191	Bahraich	3	52	50
192	Ballia	3	65	50
193	Banda	3	61	50
194	Basti	3	66	50
195	Deoria	3	68	50
196	Etah	3	67	50
197	Etawah	3	77	50
198	Faizabad/Ayodhya	3	73	50
199	Farrukhabad cum Fatehgarh	3	70	50
200	Fatehpur	3	65	50
201	Ghazipur	3	68	50
202	Gonda	3	61	50
203	Hardoi	3	59	50
204	Jaunpur	3	70	50
205	Lakhimpur	3	60	50
206	Lalitpur	3	67	50
207	Mainpuri	3	68	50
208	Mathura	3	87	50
209	Maunath Bhanjan (Distt. Mau)	3	73	50
210	Mirzapur cum Vindhyachal	3	73	50
211	Moradabad	4	280	200
212	Muzaffarnagar	4	94	100
213	Orai	3	75	50
214	Raebareli	3	72	50

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S.No	Name of City	No of Channels	Reserve Price per channel in ₹ in lacs	Minimum Net-Worth (₹ in lacs)
215	Saharanpur	4	95	100
216	Shahjahanpur	4	69	100
217	Shikohabad	3	84	50
218	Sitapur	3	60	50
219	Sultanpur	3	60	50
UTTARAKHAND				
220	Haldwani-cum Kathgodam	3	106	50
221	Haridwar	3	97	50
WEST BENGAL				
222	Alipurduar	3	93	50
223	Baharampur	4	63	100
224	Balurghat	3	87	50
225	Bangaon	3	108	50
226	Bankura	3	80	50
227	Bardhaman	4	90	100
228	Darjiling	3	130	50
229	Dhulian	3	81	50
230	English Bazar (Maldah)	4	59	100
231	Kharagpur	3	86	50
232	Krishnanagar	3	95	50
233	Puruliya	3	72	50
234	Raiganj	3	70	50

6.2 Certificate with regard to compliance of Eligibility Criteria to apply for Third Batch FM Phase-III

This is to certify that the Applicant company <...Name.....> is not disqualified in any of the terms of following eligibility criteria as stipulated in **Clause 2.2 of FM Phase-III Policy** guidelines dated 25.07.2011 read along with Notes given therein:-

- a) Companies not incorporated in India.
- b) Any company controlled by a person convicted of an offence involving moral turpitude or money laundering/drug trafficking, terrorist activities or declared as insolvent or applied for being declared insolvent;
- c) A company which is an associate of or controlled by a Trust, Society or Non-Profit Organization;
- d) A company controlled by or associated with a religious body;
- e) A company controlled by or associated with a political body;
- f) Any company which is functioning as an advertising agency or is an associate of an advertising agency or is controlled by an advertising agency or person associated with an advertising agency;
- g) Subsidiary company of any applicant in the same City;
- h) Holding company of any applicant in the same City;
- i) Companies with the Same Management as that of an applicant in the same City;
- j) More than one Inter-Connected Undertaking in the same City;
- k) A company that has been debarred from taking part in the bidding process or its holding company or subsidiary or a company with the same management or an interconnected undertaking;
- l) The defaulters of conditions under Phase-I & Phase-II, who have contested the revocation of their Letters of Intent/License Agreements/ Bank Guarantees, and thereby continue to be debarred from participating in any future bidding process.

Chartered Accountant

Place: _____

Date: ___/___/_____

(Firm Name, FRN, CA Name,
Designation, Membership No.)

Seal:

6.3 Financial Competence

6.3.1 The minimum net worth required is to be determined as given in **Clause 2.3** of FM Phase-III Policy Guidelines dated 25.07.2011 as amended on 04.10.2022.

Region shall mean North or East or South or West region, comprising states/UTs as under:

North Region	Jammu and Kashmir, Ladakh, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand and Chandigarh.
East Region	Arunachal Pradesh, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal and Andaman & Nicobar Islands
South Region	Andhra Pradesh, Telangana, Karnataka, Kerala, Tamil Nadu, Puducherry and Lakshadweep
West Region	Chhattisgarh, Goa, Gujarat, Madhya Pradesh, Maharashtra, Dadra and Nagar Haveli and Daman and Diu.

6.3.2 The determination of net worth shall be as mentioned below:

6.3.2.1

(a) In case, the applicant company is a listed company, the applicant company shall furnish

- (i) the annual reports and audited final accounts for the last three years, or from the date of incorporation, whichever is later, till 31st March, 2024.
- (ii) Net worth certificate from Statutory Auditor on the basis of audited financial statements as on 31.03.2024 in the format prescribed in **6.3 (A)** and
- (iii) Provisional financial statements as on 30.09.2024 in the format prescribed in Part I & Part II of Schedule III of the Companies Act 2013 certified by a Practicing Chartered Accountants in terms of Standards of Related Services - 4410 (Revised) issued by Institute of Chartered Accountants of India
- (iv) Net worth certificate from Practicing Chartered Accountant on the basis of certified Provisional financial statements as on 30.09.2024 referred in (iii) above in the format prescribed in **6.3 (B)**

(b) In case, the applicant company is an Unlisted company, the applicant company shall furnish:

- (i) Annual reports for the year 2022-23 & 2023-24 or from the year of incorporation, whichever is later

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- (ii) Provisional financial statements as on 31.03.2024 & 30.09.2024 in the format prescribed in Part I & Part II of Schedule III of the Companies Act 2013 duly certified by a Practicing Chartered Accountants in terms of Standards of Related Services – 4410 (Revised) issued by Institute of Chartered Accountants of India and
- (iii) Net worth certificate from Practicing Chartered Accountant on the basis of certified Provisional financial statements as on 31.03.2024 & 30.09.2024 referred in (ii) above in the format prescribed in **6.3 (B)**

6.3.2.2

- (i) The applicant company registered after 31st March, 2024 shall only have to demonstrate its net worth as on 30.09.2024 or any date subsequent thereto up to the date of submission of the application by submitting Provisional financial statements as on 30.09.2024 or any date subsequent thereto up to the date of submission of the application, duly certified by a Practicing Chartered Accountants in terms of Standards of Related Services – 4410 (Revised) issued by Institute of Chartered Accountants of India and Net worth certificate from Practicing Chartered Accountant as on such date based on the such certified provisional financial statements in the format prescribed in **6.3 (B)**.

6.3.2.3 The applicant company is required to submit: -

- (1) Audited financial statements as on 31.03.2024 or Limited Reviewed financial statements as on 30.09.2024 within one week from the date of Annual General Meeting / Board Meeting approving the same.
- (2) Net worth certificate from Statutory Auditor on the basis of Audited financial statements as on 31.03.2024 or Limited Reviewed financial statements as on 30.09.2024 in the format prescribed in **6.3 (C)**. Such Net worth should suffice the requirement of Financial Competence stated in NIA.

6.3.3 Irrespective of any other definition provided anywhere else, the net worth shall be interpreted and calculated as per the proforma given at **Annexure 6.3** given hereunder and should be certified by Statutory Auditors of the Company duly supported by certified accounts by the Statutory Auditors. It is further clarified that the net worth of only the applicant company will be considered to determine the eligibility and the net worth of holding companies or subsidiaries or group companies or interconnected undertakings will not be taken into account.

6.3.4 The existing FM permission holders will also be required to fulfill the net worth criteria.

6.3.5 It is clarified that the amount of One Time Entry Fee already paid to the Government cannot be taken as a tangible asset either in full or in part for the purposes of calculation of net worth.

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6.3 (A) For Listed Company for Net worth as on 31.03.2024 by statutory Auditors

We have audited the Books of Accounts of _____ for the financial year ended on _____ and certify that the “Net Worth” of M/s _____ the Applicant Company as on _____ is ₹ _____ lakh (₹ in _____ words lakhs) as follows :

Sl.No.	Particulars	Amount in lakhs
1	Book Value of assets	
2	Book Value of fictitious and intangible assets	
3	Liabilities other than owner’s funds	
4	Net Worth {1-(2+3)}	

Statutory Auditors
(Firm Name, FRN, CA Name,
Designation, Membership No.)

Date:

Place:

Note:

NET WORTH

The excess of the book value of assets (other than fictitious and intangible assets) of an enterprise over its liabilities. This is also referred to as Net assets or shareholder’s funds

Book Value of assets

The amount at which an item appears in the books of account or financial statement. It does not refer to any particular basis on which the amount is determined. Example: cost, replacement value etc.

Fictitious assets.

Items grouped under the assets in a balance sheet which has no real value (e.g. The debit balance of the profit and loss account)

Liabilities

The financial obligation of an enterprise other than owner’s funds.

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6.3 (B) For All other cases:

We have compiled the Books of Accounts of _____ for the financial year ended / period ending on _____ and certify that the “Net Worth” of M/s _____ the Applicant Company as on is ₹ _____ lakh (₹ in _____ words lakhs) as follows :

Sl.No	Particulars	Amount in lakhs
1	Book Value of assets	
2	Book Value of fictitious and intangible assets	
3	Liabilities other than owner’s funds	
4	Net Worth {1-(2+3)}	

Practising Chartered Accountants
(Firm Name, FRN, CA Name,
Designation, Membership No.)

Date and Place

6.3 (C) Format for the purpose of submission of Net Worth Certificate within one week from date of Annual General Meeting / Board Meeting

We have audited the Books of Accounts/ Carried out limited review of _____ for the financial year/period ended month-day-year _____ and certify that the “Net Worth” of M/s _____ the Applicant Company as on is ₹ _____ lakhs (₹ in words lakhs) as follows:-

Sl.No.	Particulars	Amount in lakhs
1	Book Value of assets	
2	Book Value of fictitious and intangible assets	
3	Liabilities other than owner’s funds	
4	Net Worth {1-(2+3)}	

Statutory Auditors
(Firm Name, FRN, CA Name,
Designation, Membership No.)

Date and Place

Note: Definitions as per Note below Format 6.3(A) shall apply to Format 6.3(B) and 6.3(C).

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6.4 Time Schedule in Totality

S.N	Activity	Period of completion from issue of Letter of Intent (LOI)			
		For cities under Batch-III where Prasar Bharati Land & Tower Infrastructure (LTI) is available	For cities under Batch-III (other than those in Column II) where suitable LTI other than P.B. is available	For cities where no suitable LTI is readily available	Remarks
	I	II	III	IV	V
1	Signing of agreement and making payment to LTI provider	90 days	120 days	150 days	
2	Appointment of mutually agreed Common Transmission Infrastructure (CTI) creator, signing of agreement and making payment	90 days (x) (120 days) (+)	90 days (x) (120 days) (+)	90 days (x) (120 days) (+)	(x) & (+) Please refer to N.B. below
3	Signing of GOPA with M/o I & B	6 months	9 months	10 months	
4	Creation of CTI	12 months	18 months	24 months	
5	Operationalisation of FM Channel	18 months	18 months	24 months	

(x) N.B. In case the LOI holders of a city do not mutually agree upon appointment of a CTI integrator, enter into agreement and make payment of their share of CTI to the integrator within a period of 90 days of issue of LOI, then BECIL will automatically be mandated to be their CTI integrator and periods as indicated vide (+) will be applicable for entering into agreement with BECIL and making necessary payments of the share of each LOI holder for creation of CTI to BECIL.

Note: At the places, where Prasar Bharati is not the LTI provider and BECIL is not the System Integrator, submit the details to BECIL for vetting the schematic drawing and specifications in context to all equipment including Transmitter and allied equipment, Antenna, RF cable, Combiner and mounting interface for setting up the CTI, so as to ensure that the Permission holders are in adherence to the stipulated Technical Parameters and Standards given in **Clause 16 of FM Phase-III Policy Guidelines dated 25th July, 2011** before initiating the procurement process and shall pay such consultancy charges as may be required for that work to BECIL.

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6.5 FORMAT FOR PERFORMANCE BANK GUARANTEE. (PBG)

Bank Guarantee for FM Broadcasting Service at _____

In consideration of the President of India acting through ---[designation of the officer] the Ministry of Information & Broadcasting (hereinafter called the "Ministry") having agreed to issue a Letter of Intent (LoI) to _____ *[Name and address of LoI Holder] (hereinafter called "the LoI Holder") to comply with the prescribed obligations for executing the Grant of Permission Agreement (thereinafter the LoI Holder shall be called "the Permission Holder") to establish, maintain and operate FM radio broadcasting Service at_____, wherein it has been stipulated that the LoI Holder shall furnish to the Ministry with a Bank Guarantee from a scheduled Bank for the sum specified therein as security for the due observance and performance of the obligations as per the LoI and terms and conditions of the Grant of Permission Agreement to be executed between the Ministry and the LoI Holder.

WHEREAS we _____Bank, (indicate the name, address and other particulars of the Bank), a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 (hereinafter referred to as 'the Bank") having its Head Office at _____and a branch office amongst other places at _____has agreed to irrevocably and unconditionally guarantee to the Ministry that the LoI/ Permission Holder shall render all the necessary services in accordance with the terms and conditions of the LoI/ Grant of Permission Agreement and which may be required for and in connection with the said LoI/ Permission and performance thereof to the satisfaction of the Ministry.

NOW THEREFORE we, the Bank, hereby affirm that we are the Guarantor and responsible to you, on behalf of the LoI/ Permission Holder up to a total _____ (Amount of Guarantee)_____ (in words) payable, and we undertake to pay you, upon your first written demand and without cavil, demur or argument, any sum or sums within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We, the Bank, do hereby agree that the decision of the Ministry as to whether the LoI/ Permission Holder has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is not free from deficiencies or defects or not is in accordance with of the terms and conditions of the said LoI/Permission and as to the amount payable to the Ministry by the Bank hereunder, shall be final and binding on the Bank. Any dispute between the Ministry and the said LOI/Permission Holder shall not affect our obligation under this guarantee.

We hereby waive the necessity of your demanding the said debt from the LoI/ Permission Holder before presenting us with the demand and acknowledge that we are the primary obligee and not just the surety of the LoI/ Permission Holder.

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We further agree that no change or addition to or other modification of the terms of the LoI/Permission or of the works to be performed there under or of any of the related documents shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. Etc.

We _____ Bank, do hereby declare and agree that:

i. The Guarantee herein contained shall remain in full force and effect till the expiry of the LoI/Permission period. It shall also continue to be enforceable till all the dues of the Ministry under and by virtue of the said LoI/Permission have been fully paid and its claims satisfied or discharge or till Ministry informs that all the terms and conditions of the said LoI/Permission have been fully and properly carried out by the said LoI/ Permission Holder and accordingly discharged this guarantee.

ii. The Ministry shall have the fullest liberty without our consent and without discharging in any manner our obligations hereunder to vary any of the terms and conditions of the said LoI/Permission or to extend time of performance of any obligations by the said LoI/ Permission Holder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Ministry against the said LoI/ Permission Holder and to forbear or to enforce any of the terms and conditions relating to the said LoI/Permission and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LoI/ Permission Holder or forbearance act or omission on the part of the Ministry or any indulgence by the Ministry to the said LoI/ Permission Holder or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

iii. Any claim which we have against the LoI/ Permission Holder shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Ministry exercise any legal right or remedy of any kind in respect of any such payment or performance so long as our obligations hereunder remain owing and outstanding.

iv. This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LoI/ Permission Holder.

v. The Bank will not revoke the guarantee during the currency except with the previous consent of the Ministry.

The bank under its constitution power gives this guarantee and Sh. _____, who has signed on behalf of the bank is duly authorised to execute this guarantee.

This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or the LoI/ Permission Holder.

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This guarantee shall be valid initially for a period of two years from this date and until 28 days after the date of issue of the Defect Liability Certificate by the_____.

This guarantee shall be renewed at least one month prior to the expiry of each two years' term.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

In the presence of:

1. _____ and Occupation
2. _____ and Occupation

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6.6 Format for Security Clearance

I. Details in respect of Company/ Firm (Indian/Foreign)

Sl. No.	Full Name of Company and its Foreign collaborator if any.	Date of Registration of the Company	Address of Head Office, Regional Offices and Registered Office	Previous name of the company, if any	Details of earlier approvals, if any (ref. no. & date)	Complete details about the proposed activities.

II. Details in respect of Directors/Key Executives

Sl. No.	Full Name of Board of Directors /Key executive (Wherever applicable)	Present Position held with Date (Since When)	Date of Birth	Parentage	Present & permanent address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number

III. Details of Shareholders of applicant company (All firms/companies/entities/individuals having shareholding more than 10%)

Sl. No.	Full Name	Parentage Father/Mother	Date of Birth	Permanent Address	Present address	Present position held	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in company

IV. Details of criminal cases, if any, against the Company/Director(s) as per Annexure

Annexure
(to 6.6)

Self declaration for company and Director(s) for whom security clearances is sought

- a. Name & Address and registration number of the company:

- b. Name and address of owners, promoters and directors of the company:
 - 1.-----
 - 2.-----
 - 3.-----
 - 4.-----

- c. Is the company owners, promoters or directors listed above, the subject of any
 - 1. Preventive detention proceeding (PSA/NSA etc.) : Yes/No
 - 2. Criminal proceedings : Yes/No

- d. If, Yes, please provide following details
 - 1. Detention/ Case/ FIR/warrant number :
 - 2. Police station/District/Agency :
 - 3. Section of law :
 - 4. Name and place of the court :

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above mentioned details is required to be filled and signed by the authorized signatory of the company

6.7 Format for Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry/Department, Government of India (hereinafter called the “SELLER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/BUYER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BIDDER/BUYER proposes to procure channel(s) and the SELLER is willing to offer/has offered the channel(s) and

WHEREAS the BIDDER is a private company/public company, constituted in accordance with the relevant law in the matter and the SELLER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired channel(s) at a market determined and fair price in conformity with the defined specifications by avoiding the distortionary impact of corruption on public auctions, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SELLER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the SELLER

1.1 The SELLER undertakes that no official of the SELLER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The SELLER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other

BIDDERS.

1.3 All the officials of the SELLER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the SELLER with full and verifiable facts and the same is prima facie found to be correct by the SELLER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SELLER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SELLER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SELLER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SELLER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SELLER or their family members, agents, brokers or any other intermediaries in connection with the contract and the permission agreed upon for such payments.

3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the SELLER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any

such information is divulged.

3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the SELLER, or alternatively, if any relative of an officer of the SELLER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of the Companies Act, 2013.

3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SELLER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India of any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 The BIDDER shall deposit an amount _____ (as specified in Notice) as Earnest Money/Security Deposit, with the SELLER through a confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the SELLER as set out in the Notice without any demur whatsoever and without seeking any reasons whatsoever.

5.2 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Guarantee in the Grant of Permission Agreement that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Guarantee in case of a decision by the SELLER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the SELLER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SELLER and the SELLER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To cancel all or any other Contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the SELLER resulting from such cancellation/rescission and the SELLER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(v) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the SELLER.

(vi) Forfeiture of Performance Guarantee in case of a decision by the SELLER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The SELLER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (vi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the SELLER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1 The SELLER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission as below:

- a) Smt Rashmi Verma, IAS (Retd), D-87, Ground Floor, Panchsheel Enclave, New Delhi – 110017 (E-mail: rashmi.naveenverma@gmail.com)
- b) Shri Om Prakash Dadhich, IRS (Retd), 250/92, Pratap Enclave, Pratap Nagar, Jaipur, Rajasthan, 302017 (E-mail: opdadhich@hotmail.com)

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the auctions, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the SELLER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all documentation of the SELLER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

7.7 The SELLER will provide to the Monitor sufficient information about all meetings among the parties related to the Auctions provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of SELLER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SELLER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegations of violation of any provisions of this Pact or payment of commission, the SELLER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the SELLER.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or the complete execution of the contract to the satisfaction of both the SELLER and the BIDDER/BUYER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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12. The parties hereby sign this integrity Pact at _____ on _____

SELLER

BIDDER

Name of the Officer
Designation
Deptt./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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6.8 Format for SPECIMEN AGREEMENT

(To be executed on a Non Judicial stamp paper)

AGREEMENT TO ACT AS A SINGLE UNIT IN MANAGING THE MATTERS OF THE < NAME OF APPLICANT COMPANY>

(see **Clause 2.5** of FM Phase-III Policy guidelines dated 25.07.2011 as amended from time to time)

We, the undersigned being the Equity Shareholders of < NAME OF APPLICANT COMPANY>, do hereby solemnly affirm and state as follows:

1. We are the holders of < mention percentage shareholding> of the total equity shareholding of the paid up equity share capital of < Name of Applicant Company> having its Registered Office at < Address of Applicant Company> .
2. We are in combination acting as a single unit in managing the matters of < Name of Applicant Company> and further undertake to continue to manage the matters of < Name of Applicant Company> as a single unit as required under **Clause 2.5 of FM Phase-III Policy** guidelines dated 25.07.2011.

S. No.	Name and Address	Designation	Equity shares held in terms of % of total paid up equity share capital
1.			
2.			
3.			
4.			

<Signatures of above mentioned holders >

Date:

Place:

6.9 Format for Certificates / Undertakings

- a) I hereby certify that I have carefully read the Notice and Policy Guidelines on expansion of FM radio broadcasting services through private agencies (Phase-III) dated 25.07.2011 along with all amendments up to date. I undertake to fully comply with the all terms and conditions therein.
- b) I understand that this application, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite documents shall be summarily rejected.
- c) I understand that all matters relating to the application or Permission if granted to me will be subject to jurisdiction of courts in Delhi only.
- d) I understand that if at any time any averments made or information furnished for obtaining the Permission is found incorrect, misleading or invalid, my application shall be liable to be rejected and any LOI/Permission granted on the basis of this application shall be liable for termination, including forfeiture of NOTEF.
- e) I undertake that none of my subsidiary company /holding company/company with Same Management/Inter-Connected Undertaking shall submit any bid for the same city for which I will submit a bid.
- f) I certify that I will fix or modify the 'Channel Identity', which is the brand name of the FM radio channel, only after prior approval of the Ministry.
- g) I certify that my company is not disqualified in terms of the provisions of Clause 2.2 of FM Phase-III Policy guidelines dated 25.07.2011 read along with Notes given therein [Annexure 6.2 submitted].
- h) I hereby undertake to comply with the Auction Rules specified in the Notice for this Application.

Place:

Signature and name of the authorised signatory

Date:

(Company Seal)

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6.10 Format for Ownership Compliance Certificate

(for all Applicants)

(on the letterhead of the concerned Company)

We, _____ and _____, the undersigned, as Directors and Authorised Representatives of _____ <Name of the Applicant> (“Applicant”) hereby confirm, undertake acknowledge and certify the following.

(a) The Applicant desires to submit a proposal for participating in the Auction for FM Channels in compliance with MIB File No. <XXX>;

(b) That we have carefully gone through the list of Applicants (“Provisional Bidders”) for the FM Channels Auction and their Subsidiary company / Holding company / Company with the Same Management / Interconnected Undertaking and their ownership details put up on the MIB website;

(c) That we have made due enquires to the extent reasonably possible of any entity:

- who holds a direct or indirect material interest in the Applicant or any of its Associated Companies; and
- in whom the Applicant or any of its Associated Companies hold a direct or indirect material interest;

(d) That the FM License is subject to the condition that: No applicant either directly or through its Subsidiary company / Holding company / Company with the Same Management/ Interconnected Undertaking, shall have 25% or more than 25% equity shareholding either with voting rights or otherwise, in more than one licensee company in the same city for the FM Services.

NOTE: This clause will not be applicable to conditions given in **Clause 7** of FM Phase III Policy Guidelines dated 25.07.2011 amended vide order dated 04.10.2022.

(e) That the Applicant will promptly intimate the Government if any part of this undertaking were to undergo a change.

Signed:

Authorised signature

(Name and position)

Company seal affixed

Date: _____

Authorised signature

(Name and position)

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6.11 Format for Earnest Money Deposit (EMD)

(in the form of a Bank Guarantee from a Scheduled Bank)

To
The President of India,
New Delhi.

1. Whereas **<Full name of the Applicant>** (hereinafter called “**the Proposer**”) desires to submit the proposal for participating in the Auction for FM Licenses in compliance to MIB Notice No. 38014/4/2024-FM dated October, 2024

Know all men by these presents that we **<Name of the Bank>** (hereinafter called “the Bank”) are bound unto the President of India (hereinafter referred to as “the Authority”), in the sum of **<Amount in figures>** (**<Amount in words>**) for which payment will and truly be made to the said Authority, the Bank binds itself, its successors and assignees by these presents.

2. The conditions of this obligation are:

(i) If the Proposer having been notified of the acceptance of its proposal by the MIB, during the period of the proposal’s validity:

(a) fails or refuses to execute the contract form, if required; or

(b) fails to deposit the Successful Bid Amount in the stipulated timeframe as per the Notice;

(ii) The Proposer misrepresents facts in its application;

(iii) The Proposer violates any of the Auction Rules or otherwise disrupts the Auction process;

(iv) The Proposer does not bid for even 1 channel/city in the first Clock Round of the Auctions;

(v) The Proposer defaults on its bid;

(vi) The Proposer withdraws its proposal during the period of its validity specified in the Notice.

We undertake to pay to the Authority, the above amount upon demand, without any demur and without the Authority having to substantiate its demand.

3. This guarantee will remain in force up to six months from the date of issue, further extendible by another six months on request and any demand in respect thereof should reach the Bank not later than the date up to which this Bank Guarantee is valid.

4. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to **<Amount in figures>**- and our Guarantee shall remain in force until 1 year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. **<date>** all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated ___ day <month>, 2024

Name of Bank

Witness; 1 _____ 2 _____

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6.12 APPLICATION FORM

STAGE I – APPLICATION FORM

[PRE-QUALIFICATION FOR FM RADIO BROADCASTING IN THIRD BATCH PHASE-III]

**TO,
SECRETARY,
MINISTRY OF INFORMATION AND BROADCASTING
GOVERNMENT OF INDIA
A WING, SHASTRI BHAWAN, NEW DELHI-110001.**

Sir,

This is with reference to the Ministry of I&B's NIA dated2024 inviting pre-qualification application on behalf of President of India for participation in e-auction process for allocation of FM radio channels in Third batch of Phase-III. I hereby submit the following details in support of the eligibility criteria as prescribed in the Notice, in addition to other particulars:

1.	Name of the Applicant Company and Status (Pvt. Ltd./Pub. Ltd.)	:	
2.	Complete Postal Address with Telephone/Fax Nos. E-mail ID	:	
	(i) Corporate Office		
	(ii) Registered Office	:	
3.	Address for Correspondence with Telephone/Fax/E-mail	:	
4.	Name of Authorised Contact Person, his designation and Telephone/Fax Nos/ Email ID.	:	

(Note: Attach Power of Attorney by Resolution of Board of Directors empowering him/ her to take all decisions connected with the Auction, on the Bidder's behalf including but not limited to, the authority to put in Bids in respect of any of the cities/channels and to commit payment of the necessary amount if the Bidder is allocated a channel in any city.)

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5.	<p>A. Application Processing fee and details thereof.</p> <p>Bharatkosh Transaction Ref. No./ Date (attach copy) :</p> <p>Amount :</p> <p>B. Details of BG (EMD) submitted thereof (attach)</p> <p>Total No. of BG submitted:</p> <p>Name of issuing Bank :</p> <p>Total BG Amount :</p>	:	
6.	<p>Incorporation No. and Date (attach copy of Certificate of incorporation and Memorandum of Association & Articles of Association)</p>	:	

7. Details of Promoters & Major Shareholders

(Attach a separate sheet giving Name, Address, contact Telephone numbers and equity held in terms of amount as well as percentage of paid up equity).

8.	<p>Details of the Company</p>	:	
8.1	<p>Board of Directors</p> <p>(Attach list of Directors along with bio data of each Director giving date of birth, place of birth, parentage, nationality, permanent address, residential address, official address, passport number(if any), qualification, experience, etc.</p>		
8.2	<p>Equity</p>		

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(A)	Authorised Capital:		Amount (₹ in lakhs)	
			Amount (₹ In Lakhs)	As % of Authorised Capital
(B)	Issued and paid up Capital			
(C)	Classification of equity holding		Amount (₹ In Lakhs)	As % of Paid Up Capital (B)
(i)	Total equity held by Indian Promoters/Majority Shareholders			
(ii)	Pro rata share of FDI in the promoters/majority shareholders.			
(iii)	Indian Financial Institutions and Banks.			
(iv)	Other Indian Shareholders			
(v)	Percentage of Majority Shareholders' equity to Total Paid Up Equity net of Banks and Financial Institutions Equity			
(vi)	Direct FDI holding (including OCB, PIO, NRI, etc.)			
(vii)	Indirect FDI/FII (Pro rata share of FDI in Indian Promoters and majority shareholders)			
(viii)	Foreign Institutional Investors/ Portfolio Investments.			

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9.	Net Worth of the Applicant Company as on DD/MM/YYYY. [Please enclose certificate from Statutory Auditor, as per Annexure 6.3]		₹ Lakhs.
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- 10.** Annual Reports and Audited Accounts for the last three years or in the case of a newly incorporated company, Balance Sheets from the date of incorporation till 31st March 2024 certified by the Statutory Auditor to support its claim of financial eligibility.
- 11.** A Written Power of Attorney by Resolution of Board of Directors that the person signing the Application is an authorized signatory.
- 12.** Please indicate whether the company is disqualified in terms of the provisions of Clause 2.1.1 of the Notice Inviting Applications. (Enclosed certificate as per Annexure 6.2)
- 13.** (a) Please indicate whether the company or any of its related companies were successful bidders in the process of frequency/ channel allotment during Phase-I / Phase-II / Phase-III (Yes/ No). If Yes, the details of operational and non-operational stations, as the case may be.
- (b) In case of revocation of LOI/LA by the Government, whether the company or its related companies have contested the revocation of LOI/LA concerning Phase-I / Phase-II / Phase-III (Yes/No).

14. List Of Supporting Documents to be Attached

Sr. No.	Particulars	Please Tick or Cross	Page number of Application Documents
1	Memorandum of Association & Articles of Association of the Company;		
2	Copy of the Registration Certificate of the Company issued by the Registrar of Companies;		
3	Copies of Annual Reports and the audited accounts for the last three years (wherever applicable);		
4	Copies of income tax returns for last 3 years		
5	Bio-data giving details of qualifications/experience, etc. of all Directors of the Company;		
6	Certificate regarding Net Worth (Annexure 6.3) and the total foreign shareholding in the company from the Statutory Auditors.		

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7	A. Details of Promoters & Major shareholders B. A legally binding agreement as required (see specimen Annexure 6.8)		
8	List of projects carried out by the Company and by Directors		
9	Details of Management positions of the Directors in other companies/organisations and details of these companies/organisations;		
10	List of subsidiary companies, holding companies, inter-connected companies and companies having same management as that of the applicant company;		
11	Letter exercising option to participate in Phase-III (Relevant only for Phase-I /Phase- II LOI/LA holders whose LOI/LA were revoked).		
12	Compliance statement as per para 5.7.1 (c)		
13	An affidavit in compliance of para 5.7.1 (g)		
14	Certificate in Annexure 6.2		
15	Complete Annexure 6.6 for security clearance with supporting documents		
16	Pre-Bid Integrity Pact as in Annexure 6.7		
17	Certificate/Undertaking as per Annexure 6.9		
18	Certificate in Annexure 6.10		
19	a. EMD as per para 5.7.1(a) and in format of Annexure 6.11 b. Receipt of Application Processing Fee as per para 5.7.1.(d)		
20	Any other relevant document(s).		

Place:

Signature and Name of the Authorised Signatory

Date:

(Company Seal)

Notes

1. There is no specific format for Power of Attorney, but it should be on stamp paper of the state in which the office is situated.
2. Applicants are required to inform the Government promptly in case of any change in the information submitted by them as part of their Application.