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NOTIFICATION

No. A. 36019/1/89-P&E, the 21st, July, 2004. Consequent upon the introduction of Internet Cable/Cable TV Network within the State of Mizoram, the Governor of Mizoram is pleased to notify the following terms and conditions for usage of electric poles for Internet Cable/Cable TV Operation. Terms and conditions come to force from the date of publication in the Official Gazette.

1. TITLE :

These terms and conditions may be called the terms conditions for usage of electric poles for Internet Cable/Cable TV Operation.

2. DEFINITIONS :

In these terms & conditions, unless the context otherwise requires –

- a) "Act" means the Indian Electricity Act, 1910, Indian Electricity (Supply) Act, 1948 as in force from time to time and the Indian Electricity Rules 1956 framed there under and in force from time to time.
- b) "Control room premises" means the operator's control room from where the signal is sent through cables for Internet Cable/Cable TV Operation;
- c) "Department" means the Power & Electricity Department, Government of Mizoram;
- d) "Engineer" means the Executive Engineer, of the area or any other officer authorised by the Department;
- e) "Month" means the English (Gregorian) calendar month.

f) "Operator" means the user of electric poles for stringing of cable like Cable TV Operator, Internet Cable Operator, Telecommunication Staff (BSNL), Sub-Distributor of Cable TV & Internet Cable etc. who is supplied with electrical energy by the Department to his/her control room premises and also who is allowed to use the electric poles for stringing of Cable;

g) "Pole" means any structure constructed by the Power & Electricity Department, Government of Mizoram for the purpose of supply of electricity;

h) "Pole number" means the number inscribed on the pole by the department;

i) "Subscriber" means the Internet Cable/Cable TV subscriber who is getting video/TV/Internet etc. signal from operator's control room premises through cable network system;

3. APPLICATION FOR USAGE OF ELECTRIC POLES :

i) Application for the usage or additional usage of electric poles must be made in the prescribed form as in APPENDIX-I, copies of which are obtainable at the local offices of the Department. The application shall be made by the Internet Cable/Cable TV Operator indicating his full name and address. Any assistance or information required in filling up the form will be given to the applicant at the local office of the Department.

ii) Any operator requiring usage of electric pole shall obtain no objection certificate from General Administration Department, Government of Mizoram which shall be submitted alongwith the application.

4. USAGE OF ELECTRIC POLES :

i) On receipt of application, an Engineer of the Department will inspect for the feasibility of stringing of Cables on the electric poles.

ii) The stringing of cable lines shall be made by the operators.

iii) The Cable lines once laid down shall not be transferred/shifted by the operator without the permission of the Department.

iy) If an operator desires to have the existing cable lines altered/transferred, application should be submitted to the department and the department may in its discretion permit shifting/transferring the same, after conducting joint verification.

5. MAINTENANCE OF DEPARTMENT'S EQUIPMENT AND APPARATUS:

No operator shall interfere in any manner with the property of the Department and shall be fully responsible for the safety of the property of the Department. In the event of any loss or damage caused to Department's proper-

ty by any act, neglect or default of the operator, his servants or persons employed by him or due to any reasons under his control other than force majeure, the operator shall compensate the Department for the cost of necessary repairs or replacements, as may be assessed by the Department and in addition shall pay the compensation prescribed or lawfully due to the Department for unauthorised interference on the issue of a demand in this behalf. Non-payment or such demands by the operator will entail all consequences similar to non-payment of bills for pole rental & energy consumption charges.

6. OPERATOR'S CABLE :

- i) The fastening of the Cables shall not be less than 1 meter in case of Low Tension Poles and 3 metre in case of High Tension pole from the lowermost overhead bare conductors.
- ii) Every operator shall inscribe the name of the firm/operation (code name) on the electric pole whenever cable is fastened.
- iii) An operator, after getting permission or at the time of getting permission for usage of pole or poles, shall furnish an undertaking to pay all charges and damages, in favour of a declaration as prescribed in APPENDIX - I (A)

7. DAMAGE OF OPERATORS CABLE TV/INTERNET CABLE NETWORK SYSTEM & SUBSCRIBERS SYSTEMS :

- i) The Department shall not be responsible for any damage caused to the operators equipment/cable due to force majeure conditions or during maintenance of the power, supply system, shifting of poles, modification of lines and the like.
- (ii) The Department shall not be responsible for any damage caused to the Internet Cable/Cable TV network system and subscriber's system i.e. T.V. Set, Video, Computer, Modem etc and electrical accidents arising out of leakage of current through Internet Cable/Cable T.V network system and due to shifting of poles, modification of lines.
- (iii) No operator shall claim any compensation from the Department due to any damages caused to the cable by the employees of the department while carrying out maintenance work on the electric poles.
- (iv) An operator shall agree to curtail or stagger or altogether cease to use the poles when so directed by the Department, in case of emergency if the Department's power system warrants such course of action and the Department shall not be responsible for any loss or inconveniences caused to the operator as a result of such curtailment, staggering or cessation of usage of poles.
- (v) No operator shall claim any compensation to the department due to shifting of electrical pole/re-alignment of electrical line, where cable network is drawn.

(vi) No operator shall claim any compensation to the department due to permanent removal/withdrawal of electrical lines and poles where cable network is drawn.

8. TEMPORARY DISCONNECTION OF CTV CABLE/INTERNET CABLE :

The Department shall always be entitled for the purpose connected with the working of its supply system, to temporarily discontinue the usage of poles for such period as may be necessary subject to adequate advance notice being given in this behalf as far as possible with the object of causing minimum inconvenience to the operator.

9. CHARGES FOR USAGE OF POLE :

(i) The charges and the methods of charging for usage of pole, shall be those as prescribed in APPENDIX-II subject to revision by the Department from time to time.

(ii) When a new operator comes into operation in any date of the month, the charges shall be raised at the monthly for remaining days of the month inclusive of the day in which cable operation comes into force.

10. DEPARTMENT'S RIGHT TO VARY TERMS AND CONDITION AND TO REVISE THE CHARGES :

(i) The Department shall have the unquestionable or absolute right to vary from time to time the terms and conditions of usage of pole for stringing of Internet Cable/Cable TV network.

(ii) The Department shall have the absolute right to revise the "Schedule of Charges" from time to time.

11. AGREEMENT :

(i) An operator shall enter into formal agreement governing the usage of pole in the form in APPENDIX-III or as may be prescribed by the Department from time to time.

(ii) In the event of no formal contract agreement having been entered into between the Department and the operator, the latter, once the usage of poles has commenced, shall be bound by the terms and conditions of usage of poles hereunder set forth. In the event of the operator refusing to execute an agreement, the Department shall have the liberty to disconnect the usage of poles as per clause 19, till such time as the operator is agreeable to execute the agreement with the Department.

(iii) Every agreement is for a specific purpose and specified location. The Department may, in its discretion permit the operator to change his area of operation from one place to another on similar terms including payment of charges incidental to such change.

(iv) No operator shall, without the previous consent in writing of the Department, assign, transfer or part with the benefit of his agreement with the Department, nor shall the operator, in any manner, part with or create any partial or separate interest there under.

(v) An agreement shall commence from the date of the agreement.

(vi) The minimum period of agreement for usage of pole shall be one year.

(vii) The Department may terminate the contract where such contract had been entered into at any time giving 7 days notice, if the operator violates the terms and conditions of usage of poles as prescribed by the Department from time to time. An operator is at liberty to terminate the agreement by giving three months notice in writing expressing his intention to do so.

(viii) On termination of agreement, the operator shall pay all sum due under the agreement as on the date of termination.

12. UNAUTHORISED USAGE OF POLES :

No operator shall use any electric poles nor transfer/merge the usage of poles to/with other operators without prior written permission of the Department. Non-compliance by the operator shall be liable for disconnection as per clause 19.

13. SERVICE OF NOTICE :

(i) All letters, bills, demands and notices and other correspondences including those under section 24 of the Indian Electricity Act 1910 by the Department to the operator shall be deemed to be duly given if served in writing addressed to the operator, delivered by hand at, or sent by ordinary/registered post to the address specified in the operator's application or subsequently notified to the Department.

(ii) Any notice by the operator to the Department shall be deemed to be duly given if served in writing addressed in the Department and delivered by hand at, or sent by registered post to the local office of the Department.

14. PAYMENT OF BILLS :

i) The Department shall, send to every operator a bill of or demand for charges monthly stating the amount payable by the operator in connection with usage of pole for the period specified in the bill. The amount will be reflected in the monthly Electric Bill under miscellaneous charge if the operator is an Electric consumer; otherwise separate bill shall be served for usage of poles.

ii) All bills are payable within the payment schedule fixed by the department. If the amount of the bill, inclusive of arrears, if any, is not received

within the last date of payment fixed by the department, delayed payment charge of 2% on the amount of the bill will be levied for each 30 days or part thereof.

iii) In case the last date for payment of the bill happens to be Sunday or a declared public holiday, payment may be made on the next working day without additional surcharges as mentioned in sub-clause (2).

iv) If an operator fails to pay any bill presented to him for three consecutive months, the Department shall be at liberty to implement clauses 18 and 19 after giving such operator not less than 7 (seven) clear days notice in writing without prejudice to its right to recover the amount of the bill by suit. If and when the usage of pole is discontinued for non-payment of outstanding amount, the operator shall be liable to pay the interest at the prescribed interest rate on the gross outstanding amount.

v) An operator must present his bill/bills at the time of payment without which payment will not be accepted.

vi) If under the terms of any agreement executed by an operator with the Department or as per arrangement mutually agreed to, the matter is subject to arbitration, no payment shall be withheld by the operator on account of any dispute proposed or decided to be referred to arbitration and full payment shall be made by the operator to the Department, if necessary under protest, before the matter can be referred to arbitration.

vii) It shall be the responsibility of the operator to obtain and retain the official receipt of payment made against the bill. In case of any dispute regarding payment made by the operator, only the Department's official receipt of payment would be accepted by the Department as an authentic record of the claim of payment.

viii) Bills will be normally sent by post or by hand delivery, but the Department takes no responsibility for the loss in transit. The operator shall notify the local office of the Department if no bill is received. Non receipt of the bill however, shall not entitle the operator to delay payment of the bill beyond the due date.

ix) The Department shall be at liberty to refuse or accept payment made by cheques towards electricity and other charges and shall be free to demand payment from any operator in cash or by demand draft drawn on local bank.

x) Payment shall be made to the department by the operator the charges for usage of pole monthly during the payment period for normal energy consumption bill.

15. PAYMENT OF DUES OF THE DEPARTMENT IN CERTAIN SPECIAL CIRCUMSTANCES :

i) Where an operator has been classified under a particular category in the agreement or in absence of an agreement where an operator has been

billed under a particular category, and subsequently it is observed that the previous classification is not correct the Department may alter the classification and suitably revise the bills if necessary.

ii) In case of an operator, where, due to some reason or the other, bills from the Department's local office could not be sent for a period of six months or more, the operator will be duly billed and thereafter in the event of an operator not being able to pay the full amount of the bill, he may ask for payment of such bills in instalments. In no case part payment will be accepted by the Department unless the competent authority of the Department grants payment in instalments.

16. CLASSIFICATION OF THE OPERATORS :

All operators shall be classified into three (three) categories :—

a) Cat-I : A cable operator utilizing upto 100 numbers of poles for Internet Cable/Cable TV operation may be classified in this category. This operator can be termed as SMALL CATEGORY OPERATOR.

b) Cat-II : An Internet Cable/Cable TV operator utilizing more than 100 but upto 200 numbers of poles for Internet Cable/Cable TV operation may be classified in this category. This operator can be termed as MEDIUM CATEGORY OPERATOR.

c) Cat-III : An Internet Cable/Cable TV operator utilizing more than 200 numbers of poles for Internet Cable/Cable TV operation may be classified in this category. This operator can be termed as LARGE CATEGORY OPERATOR.

17. PREJUDICIAL USE OF ELECTRIC POLES :

i) No operator shall make such use of any pole given to him by the Department for use as to act pre judicially to the Department in any manner whatsoever.

ii) If at any time an operator exceeds his usage of poles as per contract without prior permission of the Department, the Department shall have the right to discontinue his usage of poles.

iii) The usage of poles may be reconsidered at the discretion of the Engineer of the Department if the defaulting operator forthwith compensates the Department and pays all the dues as per bill and also take such other action as may be directed by the Engineer either verbally or in writing for the purpose of re-usage of such pole.

iv) Officers authorised for the purpose of inspection of usage of poles and of effecting removal are the local Sub-Divisional Officers, Assistant Engineers and Junior Engineer.

v) Any detection of unauthorised usage of pole is to be reported to the Engineer concerned for the purpose of assessment and imposition of compensation charges.

vi) An operator, if not satisfied at the assessment, if any, made by the authority indicated in sub-clause (7) may appeal to the concerned Superintending Engineer.

(vii) Assessment of the compensation charges for which an operator has indulged in unauthorised usage of pole shall be made on the basis of procedures laid down under the "Schedule of charges" as appended hereto in APPENDIX-II.

(viii) An operator shall be required to pay to the Department within 30 days from the date of issue of assessment order, the amount indicated therein. In case any operator being aggrieved with the assessment, he may appeal to the appellate authority as indicated in sub-clause (6) within 15 days from the date of issue of assessment order and make payment of assessed amount within such further period as the appellate authority may, in its own discretion, allow.

18. DISCONNECTION OF POWER SUPPLY :

Disconnection of Power Supply to an operator's control room shall be carried out as under :-

(i) Where any operator defaults in payment of dues relating to normal usage of electric poles even after cables drawn on the electric pole are removed by the department: and

(ii) Where any operator fails to pay compensation charge relating to usage of Poles for Internet Cable/Cable TV Network as assessed by the Department.

19. DISCONTINUANCE OF USAGE OF POLES :

Apart from what is provided in foregoing clauses, the Department shall reserve the right to discontinue the usage of poles by any operator on giving 24 hrs. notice in writing under the following circumstances :-

(i) Where there is reason to believe that the operator is contravening any of the provisions of the terms and conditions of usage of electric poles in force from time to time or committing a breach of contract agreement with the Department;

(ii) In the event of an operator being adjudged bankrupt by a competent court or the execution of any assignment for the benefit of an operator's creditors.

(iii) In the event of compulsory or voluntary liquidation if an operator is a limited company.

(iv) Where, subsequent to usage of poles by an operator, proceedings are initiated under any law for evicting the operator from the control room premises to which supply is given.

(v) Where an operator requires a licence or permission from any statutory authority to run the business for the purpose of which he seeks becomes unlawful by the reason of his failure to obtain initially or secure the continuance of such licence or permission.

(vi) Where any operator having more than one network defaults in payment of dues relating to one of the networks.

(vii) in the event of permanent withdrawal/removal of poles/lines by the Department.

20. SAVING OF RIGHT :

The Department reserves the right to end, cancel, change any of the provisions of these terms and conditions as well as the Schedule of Charges at any time.

APPENDIX-II

SCHEDULE OF CHARGES (See clauses 9, 17(7) and 20)

1. CHARGE RELATING TO APPLICATION & AGREEMENT :

Standard application and agreement forms for utilization of electricity poles by the cable operators are to be obtained from the Local Offices of the Department.

Charges for application & agreement Forms : Rs. 30.00 per set
(1 set for application forms and 2 sets of agreement forms) and Terms & Conditions.

2. POLE USAGE CHARGES :

The monthly pole usage charges for stringing of cables shall be as follows :

CAT-I : Rs. 400.00

CAT-II : Rs. 700.00

CAT-III : Rs. 700+Rs. 3.00 per pole in excess of 200 poles

3. COMPENSATION CHARGES FOR UNAUTHORISED USAGE OF POLES

The operator indulging in unauthorised usage of poles shall be liable to pay the compensation charges, at the rate, which is twice the difference between the rate of the original category and detected category, as applicable in clause 2 of the schedule of charges for a period of last six months or from any other date as the appellate authority may, on his own discretion, allow, whichever is less.

APPENDIX-I

APPLICATION FORM FOR USAGE OF ELECTRIC POLES
FOR INTERNET CABLE/CABLE TV OPERATION

To,

The _____

Sir,

We request you to allow the use of electrical poles for support of the Cable for our Internet Cable/Cable TV Net Works system at

1. The required information is furnished below :

1) Name of the Applicant

2) Address for communication including phone number.

3) Status of the consumer (applicant should state the legal status i.e whether he is an individual owner or limited company or any other local person and in case of partnership firm it should be stated whether it is registered or unregistered, location of its head office, name & addresses of the managing partner and all partners and a copy of the partnership deed should be filled. In case of a company, it should whether it is a private, limited or public limited, names of present Directors and a copy of the memorandum of articles of association should be furnished. In case of any other type of local person, full details and name and address of the person competent to represent the consumer should be stated).

4) Name of the localities where the rental of electrical post is required.

(A copy of No-objection certificate from the Village Council of the proposed locality is to be enclosed).

5) Government Approval No. for the operator having the Control Room for operation of cable T.V. with validity (a copy of the No objection certificate to be enclosed).

6) Number of the pole proposed to be used :—

(The details of cable cables alignment alongwith the location of poles, their pole numbers and name of Street should be furnished alongwith the application).

7) Details of the service connection given to the control room premises:—

Consumer's name _____

Address _____

Consumer's number _____

Meter number _____

- 8) Whether you are an operator without a control room - (Yes/No) (If Yes, a Declaration Form from the control room owner as per appendix-I(A) is to be enclosed)
2. This application is for.—
 - a) A new installation
 - b) Alteration to my existing installation
 - c) Change of ownership in name of Pu ————
(In case of change of name, the particulars regarding the new agencies should be furnished in a separate sheet and attached to the application)
3. List of enclosures furnished—
 - 1)
 - 2)
 - 3)
 - 4)
 - 5)
4. I/We hereby agree to abide by the "Terms and Conditions for the usage of electric poles for Internet Cable/Cable TV Operation" and to enter into agreement with the Department for this purpose.

Name of the applicant as signed
(In block letters)

Signature of the Applicant

APPENDIX-I(A)

DECLARATION FORM FROM THE CONTROL ROOM OWNER :

I M/S.....owner of Internet Cable/Cable TV control Room Bearing the following :—

- 1) Consumer Number :-
- 2) Meter Number :-
- 3) Address :-
- 4) Govt. Approval No. :-

hereby declare that M/s.....address.....is utilising the signal from my control room for his Internet Cable/Cable TV operation and that I have no objection to his registration as a Internet Cable/Cable TV operator with the Power & Electricity Department, Mizoram.

In case of default in payment to otherwise by the aforesaid Internet Cable /Cable TV operator, I hereby accept the responsibility to make payment to otherwise failing which the clauses II and 18 of the Terms and Conditions for usage of Power & Electricity Department, Mizoram Poles for Internet Cable/ Cable TV operation with schedule of charges is liable to be imposed against me.

In presence of witnesses.

(1) Name :-

Name :-

Signature & Date

Signature :-

(2) Name :

Seal

Signature & Date

Date :-

APPENDIX-III

AGREEMENT FOR USAGE OF POWER & ELECTRICITY DEPARTMENT ELECTRIC SUPPLY POLES FOR PURPOSE OF INTERNET CABLE/CABLE TV NETWORK SYSTEM

1. An agreement executed this _____ day of _____ 20____ between Power & Electricity Department, a statutory Corporation Constituted under Section 5 of the electricity (Supply Act, 1948 and its successors and assigns herein after called the Department and _____ or its heirs/successors and assigns hereinafter called the operator.
2. The operator has requested the Department for the use of the electric poles of the Department as a support for the cables used for the purpose of Internet Cable/Cable TV Network belonging to Internet Cable/Cable TV Network and the Department has agreed to allow such uses.
3. The operator hereby declares that :
 - a) The name of the Internet Cable/Cable TV operator is
 - b) Address and phone number of the Internet Cable/Cable TV Operator is
 - c) Number of specified poles allowed is
 - d) Category of usage is
 - e) Details of the service connection for the power supply to the control room premises are

- i) Consumer's name :
 - ii) Consumer's address :
 - iii) Consumer's number :
 - iv) Meter number :
4. The operator undertakes to comply with all the requirements of the Indian Electricity Act, 1910; the Indian Electricity Rules, 1956, the Electricity (Supply Act), 1948 for the purpose of general safety.
 5. The operator undertakes to avail the use of electricity poles for a period of() year/years from the date of this agreement.
 6. The operator has agreed to abide by the terms and conditions as specified under the Power & Electricity Department, Terms and Conditions for usage of Power & Electricity Department poles for Internet Cable/Cable TV Operation with schedule of charges.
 7. The Department shall have the unilateral right to vary from time to time, the Power & Electricity Department, Terms and Conditions for usage of Power & Electricity Department, poles for Internet Cable/TV operation with schedule of charges under this agreement by special or general proceedings. In particular the Department shall have the right to enhance the rates chargeable for use of electric posts and alter the terms and conditions according to exigencies as may be decided by the DEPARTMENT.

In witness whereof both the parties have signed this deed of agreement in token of acceptance of the conditions and terms mentioned above on the day, month and year aforementioned.

For and on behalf of the P&E Deptt.,
Seal & Signature

Seal & Signature of the Operator

Date :

Date :

Signature of Witness

Signature of Witness

1.
2.

1.
2.

Haukhum Hauzel,
Principal Secretary to the Govt. of Mizoram,
Power & Electricity Department.