

विद्युत खम्बों पर इन्टरनेट केबिल लाईन ले जाने की अनुमति प्राप्त करने हेतु।

आवेदन-पत्र

प्रति,

सहायक प्रबंधक/प्रबंधक/उपमहाप्रबंधक  
महाप्रबंधक, शहर/(संचा/संधा)  
मध्यप्रदेश विद्युत वितरण कंपनी  
.....

आवेदन पत्र क्रं. ....

आवेदन शुल्क प्राप्ति का विवरण  
.....

महोदय,

1. मैं/हम ..... निवेदन करता हूँ/करते हैं कि मैं/हम कंपनी के विद्युत खम्बों पर इन्टरनेट केबिल लाईन ले जाने हेतु (गांव/शहर या क्षेत्र विशेष) में विद्युत खम्बों का उपयोग करने की अनुमति चाहता हूँ/चाहते हैं।
2. मैं/हम इन्टरनेट केबिल लाईन ले जाने हेतु प्रति खम्बा निर्धारित दर रु. .... तथा समय-समय पर संशोधित/पुनरीक्षित, दरों के अनुसार निर्धारित समय में आवश्यक राशि देने को सहमत हूँ/हैं। साथ ही कंपनी द्वारा, कंपनी के नियमानुसार समय-समय पर मुझसे/हमसे मांगी जाने वाली राशि/बैंक गारंटी सहित अन्य देय राशियां, देने को सहमत हूँ/हैं।
3. मैं/हम केबिल लाईन ले जाने एवं उसके रख-रखाव हेतु कंपनी एवं मुख्य इंजीनियर (विद्युत सुरक्षा) एवं मुख्य विद्युत निरीक्षक, म.प्र. शासन, भोपाल द्वारा निर्धारित शर्तों एवं नियमों का पालन करने हेतु सहमत हूँ/है।
4. मैं/हम कंपनी द्वारा निर्धारित वार्षिक शुल्क की राशि का अग्रिम भुगतान करने को तैयार हूँ/है। इसके अतिरिक्त केबिल लाईन ले जाने हेतु स्थानीय प्रशासन से आवश्यक अनुमति एवं उनको देय राशि का भुगतान करने को मैं/हम सहमत हूँ/है।
5. मैं/हम कंपनी के नियमों के अनुसार कंपनी द्वारा निर्धारित फार्म के अनुबन्ध निष्पादित करना स्वीकार करता हूँ/करते हैं।
6. मैं/हम विज्ञप्ति क्रमांक ..... दिनांक ..... द्वारा निर्धारित ..... पर चाहता हूँ/चाहते हैं।
7. इन्टरनेट केबिल लाईन हेतु आवेदन का विवरण निम्नानुसार है :-
  - (अ) आवेदक का नाम एवं पूरा पता .....
  - .....
  - मोबाईल नं. .... दूरभाष नं. ....
  - (ब) विद्यमान विद्युत कनेक्शन क्रं. .... एवं वितरण केन्द्र तथा संभाग का नाम .....
  - (स) इन्टरनेट केबिल प्रसारण हेतु सक्षम अधिकारी द्वारा प्रदत्त अनुमति/लाइसेंस का विवरण (छायाप्रति संलग्न करें) .....
  - (द) फर्म का नाम .....

यदि आवेदक कोई फर्म है अथवा संयुक्त हिन्दु परिवार हो, तो समझौते के प्रारम्भ में एवं कार्यवाही के समय वैसा उल्लेख करना चाहिए। साथ ही मैनेजिंग पार्टनर या मैनेजर अथवा प्रतिनिधि का उल्लेख हो, इसकी जाँच कर लेना चाहिए कि फर्म इंडियन पार्टनरशिप एक्ट के अनुसार पंजीकृत है अथवा नहीं।

8. मेरी/हमारी केबिल द्वारा प्रसारण संबंधी विवरण निम्नानुसार है:-

उपकरण/यंत्र विवरण तथा वोल्टेज इत्यादि जिस पर केबिल द्वारा प्रसारण किया जावेगा।	क्षेत्र का नाम जहां इंटरनेट केबिल लाईन बिछाना है।	विद्युत खम्भों की अनुमानित संख्या (नक्शा संलग्न करें)

9. आवश्यक उपकरणों की व्यवस्था मेरे/हमारे द्वारा की जावेगी, विद्युत खम्भों पर केबिल लाईन बिछाने हेतु आवश्यक राशि मेरे/हमारे द्वारा अग्रिम जमा की जावेगी।

10. केबिल बिछाने की पद्धति .....  
.....होगी।

11. केबिल बिछाने का कार्य.....  
के द्वारा किया जावेगा। उस/उनका लाइसेंस क्रमांक.....है  
तथा उनका पूरा पता निम्नानुसार है.....  
.....  
.....

भवदीय  
आवेदनकर्ता के हस्ताक्षर

दिनांक:-

टिप्पणियां और स्पष्टीकरण :-

- आवेदक को अपने नाम तथा अपने निर्गमित स्वरूप का उल्लेख करना चाहिए कि यह उनका व्यक्तिगत निजी प्रकरण है अथवा उपभोक्ता पंजीकृत वर्ग, मर्यादित कंपनी, पंजीकृत संस्था, स्थानीय संस्था याने नगर पालिका, पंचायत, नगर निगम, जिला परिषद्, शिक्षण संस्था आदि में से एक है।
- विद्युत खम्भों पर इंटरनेट कनेक्शन हेतु केबिल लाईन ले जाने की अनुमति हेतु खम्भों की न्यूनतम संख्या का निर्धारण निम्नानुसार किया जावेगा।

क्रं.	शहर/कस्बो की जन संख्या	न्यूनतम पोल की संख्या
1.	20000 तक	-
2.	20001 से 50000	50
3.	50001 से 200000	100
4.	200001 से 500000	150
5.	500001 से उपर	500

**TECHNICAL REQUIREMENTS/ GUIDE LINES OF LAYING**  
**INTERNET CABLES ON ELECTRIC POLES**

**ANNEXURE-I**

1. **Installation:-**

The Madhya Kshetra Vidyut Vitran Co. Ltd., Bhopal ( Hereinafter referred to as company or MPMKVVCL) shall allow drawing INTERNET Cable using the Company's LT/11 kV poles in its area of jurisdiction after completion of necessary formalities by the service provider cable TV/ internet operators (Hereinafter referred to as service provider, cable operators or permission holder etc.). Only insulated messenger wires should be drawn alongwith the cable, properly clipped at regular intervals & these should be firmly fixed to the electric pole using suitable clamps and reel insulator. The cable should be laid alongwith insulated messenger wire with proper tension to avoid excessive sag. At no point, the cables should be allowed to come into contact with the electric wires. No bare conductor either in the form of GI wire or support wire shall be drawn along with the insulated internet cable. In case the insulated GI wire or other support wire is to be strung to building structures or other electricity conducting materials, necessary plastic or porcelain insulators should be provided on the wire. The cables and other equipments including messenger wire shall not be laid above the circuit wires of existing 11KV/LT lines.

The above guidelines have to be strictly adhered to during initial installation and subsequent maintenance of the cable.

2. The permission holder cable internet operators would be allowed to fix the bracket/fastener on poles and lay the cable through these brackets/fasteners. The permission holder would be allowed to fix such distribution boxes/boosters/amplifiers on the poles as required to give connections to the consumers. The amplifiers/boosters should be placed in suitable boxes. It will not be allowed to alter /break or punch the nails etc. on the poles. The bracket/fasteners and distribution boxes shall be fixed on the pole by means of clamps only. The clamp shall be tightened on the pole in such a way that they do not damage the pole. In case of same electric pole being used by the multiple internet operators, the cables of all such operators shall be laid through common clamp on the pole. The design of such clamp shall be made available by the local GM (O&M)/City of the MPMKVVCL to the first applicant for the use of the pole. This applicant shall provide the clamp according to the design provided by local GM (O&M)/City of the MPMKVVCL so as to facilitate laying of cables of subsequent operator through the same clamp to avoid messing up of cables at various heights / locations on the same pole and also to ensure safe working of personnel of the MPMKVVCL for maintenance works.

3. **Clearance:**

(a) A minimum ground clearance of 3.60 meters should be maintained for the cable taken along the streets.

(b) A minimum clearance of 1.2 meters should be maintained between the cable and the lowest conductor of the Company L. T. distribution lines i.e. any functional conductor including that of the street main or any earthed conductor. In case of 11 kV line, the minimum clearance of 2.135 mtrs. shall have to be maintained.

(c) When the cables are taken across the roads a minimum ground clearance of 5.8 mtrs should be maintained. Places/ locations where this is difficult to maintain at the same time ensuring a minimum clearance of 1.2 mtrs or 2.135 mtrs clearance from the lowest conductor of the power line, then underground cables may be used at such road crossings taking prior sanction from appropriate authorities. For mechanical strength, the cables may be encased in suitable insulated pipes.

(d) The guarding between the INTERNET Cable and the overhead power line needs to be done by Company which shall be effectively earthed at suitable intervals. Therefore the work for laying INTERNET cable & other equipments shall be done only after such guarding is provided. Cost of such guarding together with supervision charges and other incidentals shall be borne by the INTERNET cable operator under contributory work (i.e. after the work is done, it shall be the property of MPMKVVCL &

the INTERNET cable operator shall have no claim even if he opts for termination of the agreement). The maintenance of guarding shall be done by Company.

4. In order not to allow leakage of current passing into the conductor of the Cable, consequent to any snapped power line falling on it, the PVC insulation of the cable as well as the insulated messenger wires should be graded to relevant ISS read with latest amendments. The cable should have 100% sheathing and it should be grounded at suitable intervals.

5. Suitable fuse link shall be provided in the INTERNET cable circuit at consumers and/or transmission's end so as to isolate the INTERNET cable for protecting the equipments/persons against induced voltage/current from power line. The arrangement made under this clause shall be got approved from the concerned Executive Engineer (Electrical safety) & Divisional Electrical Inspector.

6. The work of installation of cable and its maintenance shall preferably be done by at least two persons equipped with self-supported wheel ladder and other safety equipments. The height of wheel ladder shall be such that persons working on it remain at a safe distance from nearest conductor of the power line.

7. Wherever permission is granted for use of the same electric poles by more than one party/cable operator, the bunching of cables will have to be suitably done by the later entrant by laying of their cables through the common clamp without causing any damage either to the pole/ power line or the existing cables of cable operators.

8. Erection of cables and subsequent maintenance & connection to the subscriber should be effected only under the supervision of the authorized personnel of the Company adopting all safety measures required for power lines.

9. The terms and conditions as prescribed by Chief Engineer (Electrical Safety)& Chief Electrical Inspector to Govt. of MP in regard to safety, protection and legal requirements will also be applicable to the party. All the safety requirements as per the CEA's regulations and any further amendments under section 55 of the electricity act, 2003 shall have to be followed by the cable operators to ensure safety of the electric plant/ lines, cables and all personnel.

10. The cable and supports will be subject to inspection by the Electrical Inspector under intimation to Company's officials and fee for such inspection will be levied at the rate prescribed by the Govt. of M.P. and payable by the TV/ internet cable operators.

11. The permission holder/ internet cable operators will comply with the requirements of relevant modification in cable, other materials and method of laying etc. based on the technological developments in the internet cable system from time to time.

(Signature)  
Authorized representative of the applicant  
(Seal)

(Signature)  
Authorized representative of  
M.P.M.K.V.V.C.L.  
(Seal)

Witness: 1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## Annexure-II

### Commercial terms and conditions of contract for laying Internet cable on electric poles.

The Madhya Kshetra Vidyut Vitran Co. Ltd., Bhopal (Hereinafter referred to as company or MPMKVVCL) shall allow drawing INTERNET Cable using the Company's LT/11 kV poles in its area of jurisdiction on following commercial terms and conditions to be complied by the service provider internet cable operators (Hereinafter referred to as service provider, cable operators or permission holder etc.).

#### 1. Scope of work

- (i) The permission holder is permitted to use Company's poles of LT/11 KV overhead lines for laying INTERNET cable in the area notified in the letter of permission.
- (ii) The permission holder would be allowed to fix the bracket/fasteners on poles and lay the cable through there bracket/ fasteners. The permission holder would be allowed to fix suitable distribution boxes on the pole as required to give connection to its subscribers. It will not be allowed to alter break or punch the nails etc. on the poles. The brackets/fasteners and distribution boxes shall be fixed on the pole by means of clamps only. The clamps shall be tightened on the pole in such a way that they do not damage the pole. In case of same electric pole being used by the multiple internet operators, the cables of all such operators shall be laid through common clamp on the pole. The design of such clamp shall be made available by the local GM (O&M)/City of the MPMKVVCL to the first applicant for the use of the pole. This first applicant shall provide the clamp according to the design provided by local GM (O&M)/City of the MPMKVVCL so as to facilitate laying of cables of subsequent operator through the same clamp to avoid messing up of cables at various heights / locations on the same pole and also to ensure safe working of personnel of the MPMKVVCL for maintenance works.
- (iii) INTERNET cable operators are likely to operate at 60 volts and after same length, boosters may be required to be installed for boosting voltage, for using boosters on electric poles, clamping arrangement should be made as is being done for fixing the distribution box.
- (iv) The permission holder should have a separate electric connection from Company at the source of cable transmission.
- (v) The terms and conditions as prescribed by the Chief Engineer (Electrical safety) and Chief Electrical Inspector to Govt. of MP in regard to laying of cable on electric poles, safety, protection and legal requirement will also be applicable to the party.

#### 2. Charges for use of electric poles:

- (i) Permission holder shall be permitted to use poles of LT/11KV over head distribution lines only for laying their cables on payment of Rs. 100/- per pole per annum. This charge is applicable for the year 2019-20 and shall be valid upto 31.03.20.
- (ii) For part of the year (year to be reckoned from 1<sup>st</sup> April) charges will be recovered proportionately for that part of the year and shall be paid in advance before execution of the agreement.
- (iii) The Company reserves the right to permit to use one pole for laying INTERNET cable by more than one service provider.

3. Date of applicability of charges:- The charges towards use of electric poles shall be payable by the permission holder from the first day of the month in which agreement is due for execution.
4. Payment: The charges towards use of electric poles shall be payable by the permission holder from the first day of the month in which agreement is due for execution and shall be paid in advance for each year. For next and subsequent years, charges will be paid in advance i.e. by the end of March before the commencement of the year. In case the Cable operator fails to make the payment of due charges within stipulated time, the Company shall have the rights to terminate the agreement and shall also have rights to remove the cables and other equipments of such cable

operators from its electric poles. The Company shall have further rights to claim the cost involved in removal of such cables/ equipments from the cable operators. The Company shall not be liable to make any payments towards damage to the cables/ equipments and any other loss of the cable operator incident to such removal from its poles.

5. **Publicity:** The permission holder shall be required to give publicity on its cable network to the programme given by Govt. of Madhya Pradesh or Company for 10 minutes per week free of all charges.
6. **Taxes and duties:** It will be responsibility of the permission holder to obtain necessary permission from the local authorities wherever required may pay them the required charges taxes for laying cable on electric poles as well as elsewhere.

If any amount is payable to the State Govt./Chief Electrical Inspector for granting permission to lay the network cable or inspection fee etc. the same shall be payable by the permission holder.

7. **Royalties and patents:** All royalties for patents or any charges for usage or infringement there of that may be involved in the said work will be payable by the permission holder. The permission holder shall protect and indemnify the Company against any claim thereof and he shall be fully responsible for such contractual bindings & Company shall not be called upon to bear any such charges.
8. **Execution of Agreement :** The applicant will have to enter into the agreement with the Company for faithful performance of the contract within 15 days from the date of letter granting permission. The proforma of agreement is enclosed as Annexure-III. In case, applicant fails to enter into agreement within specified period, the permission is liable to be cancelled and Company may recover the damages from the applicant as may be fixed by the Company in this regard.
9. Any financial loss caused to the Company while installing the cable either by way of damage to Company's property or resulting in the power failure has to be borne by the permission holder who shall make payment of such within stipulated time period on demand by the Company. **The cable operator shall furnish a bank guarantee to MPMKVVCL, equal to the rent amount of two months or minimum Rs. 10000/-, whichever is higher, before commencement of the work of installation of cables. The validity of bank guarantee shall not be less than three years. This may be renewed time to time as per renewal of contract period.**

Technical and other details/conditions for laying INTERNET cable & safety regulations.

The technical & other details/conditions for laying INTERNET cable & safety precautions are detailed in the Annex-I enclosed.

The Permission holder shall also abide by all statutory requirements in force &/or as may be fixed from time to time by the competent authority(ies).

10. The officers and/ or workman of the Company will have right to dismantle & reconnect any communication cable, while carrying out maintenance work on electric lines. As far as possible prior intimation will be given to the permission holder or its authorized representatives. In case, the INTERNET cable in any part is required to be removed permanently for any bonafide purpose of the Company, the Company shall be free to do so and permission holder of the subscribers will not be eligible for any compensation or other claims on that account from the Company.
11. The Company will not be responsible for any interruption & or interference caused to the quality of either video/audio signals due to the proximity of 11 KV 33 KV or other high tension lines to the communication cable or other reasons.

12. No maintenance of the communication cable will be done on electric poles from 6 pm to 8 am. The permission holder shall keep informed to the local GM (O&M)/ City of their cable maintenance schedules from time to time and also about any emergency breakdown maintenances, giving details of such locations.
13. Necessary arrangements must be made by permission holder to replace immediately any ruptured/deteriorated cable, if pointed out by the staff of the Company.
14. A list of all internet cable subscribers showing there in Company consumers service number shall be sent by the permission holder to the concerned Company office as may be directed by the GM (O&M)/ City of the area.
15. Any financial loss caused to the Company while installing the cable either by way of damage to Company's property or resulting in the power failure has to be borne by the permission holder who shall make payment of such within stipulated time period on demand by the Company.
16. The permission holder shall give 7 days' advance intimation to DGM/AGM/ Manager of the Company area before commencement of their cable installation work.
- 17 (a) In case of any accident to men/ equipments occurring due to snapping of electric conductor over communication cable line account of the communication cable coming into contact with its parts of the installation which have become live for any reason whatsoever it may be, the Company will not be held responsible and no compensation whatsoever will be claimed from the Company for damages either by the permission holder or by any of their subscribers. Permission holder will be fully responsible for any loss or damages caused to it or to its subscribers or others in such circumstances.
- (b) The Company will not have any liability in respect of any dispute claims under workman's compensation Act or any other provision of law by the employees of permission holder consequent to any accident during their course of employment under permission holder or in regard to any such dispute between them.
13. The permission holder will indemnify the Company, against any expenses that may be incurred in connection with any suits or other proceedings filed in any court or before any authority in respect of any matter relating to and/or arising on the laying of INTERNET cables using the poles of Company.

17. Deviation from terms & conditions or other contractual obligation:-

Once the letter of permission is issued to the permission holder and agreement executed, the permission holder will not be allowed to deviate from the terms & conditions or other contractual obligation unless the same is agreed by the Company.

20. Cancellation of orders:-

- (i) In the event of any breach of the terms of the contract of the permission holder the Company reserves the right to cancel the award for part or whole area under contract without any liability to the Company after serving one month's notice.
- (ii) The Company reserves the right to terminate the agreement even before the expiry of the term of the agreement with one month notice, if continuance of the agreement is felt to be adverse to the interests of the Company.

21. If any point of time during the continuance of the agreement, any question, dispute or difference whatsoever arises between the Company and the permission holder, upon or in relation to or in connection with the contract, either party may for which shall give to the other party a notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the Company and the other to be nominated by the permission holder or in the case of said arbitrators not agreeing, then to the adjudication of the umpire to be appointed by the arbitrators, whose decision shall be final & binding on the parties & the provisions of the Indian Arbitration Act, 1940 & of the rules there under & any statutory modification thereof shall be deemed to apply. The arbitrator and the umpire, as the case may be, are bound to give a detailed speaking order giving reasons for their findings.

Contract shall be continued by the permission holder during the arbitration proceedings, unless, otherwise directed in writing by the Company or unless the matter is such that the work is not possible to be continued until the decision of the arbitrators or of the umpire as the case may be, is issued.

22. Jurisdiction: - Any dispute or difference, arising under out of or in connection with this contract shall be subject to sole & exclusive jurisdiction of competent court at the head quarter of the GM (O&M)/ City of the area.

(Signatures)  
Authorized representative of the applicant  
  
(Seal)

(Signatures)  
Authorized representative of  
M.P.M.K.V.V.C.L.  
  
(Seal)

Witness: 1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



Draft Performa of Agreement to be executed in Non-Judicial Stamp paper of Rs. 500/- with  
Revenue Stamp of Rs. 1/-

MADHYA PRADESH MADHYA KHETRA VIDHYUT VITRANCOMPANY  
AGREEMENT FOR PERMISSION TO LAY INTERNET CABLE ON ELECTRIC POLES

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_  
between M/s \_\_\_\_\_ having its Registered office at \_\_\_\_\_  
(hereinafter referred to as 'A' (Name of party) on the one  
part & the M.P.M.K.V.V.Co.Ltd. (hereinafter referred to as the Company) on the other part.

WHEREAS the Company is having its distribution network for the distribution of Electrical Energy in the State of Madhya Pradesh.

And whereas 'A' has requested to Company's permission for using Company's electricity 11kv and/or LT distribution poles for laying of cable and installation of other related equipments for distribution of communication signal to its subscribers for Internet connection in the Company area.

And whereas the Chief Engineer (Electrical Safety) & Chief Electrical Inspector, Govt. of M.P. have issued Guide lines for laying insulated communication INTERNET cables on Company's Electricity distribution poles for INTERNET network in the state of M.P.

And whereas in view of the vast benefits that would accrue to the people of Madhya Pradesh situated in the area of the Company in terms of information's flow & entertainment & Internet connection through this scheme. The Company has decided to permit 'A' to use its electricity distribution poles for the Internet cable network in the area of MPMKVVCL subject to certain terms and conditions.

NOW IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERE TO as follows:-

1. The Company shall allow 'A' to draw INTERNET cable using the Company's LT/11 KV poles in its area. Only insulated bearer wires should be drawn by 'A' along with the cables and properly clipped at regular intervals and use should be firmly fixed on the electrical poles using suitable clamps and reel insulators at no point, the cables should be allowed to come into contacting the electric poles. No bare conductor either in the form of GI wire or support wire shall be drawn along the insulated cable. In case the insulated GI wire or/other support wire is to be strung to building structures or other electricity conducting materials, necessary plastic or porcelain insulator should be provided on the wire. The above guide lines have to be strictly adhered to during initial installation and later maintenance of the cable.
2. Clearances:
  - (a) A minimum ground clearance of 3.60 meter should be maintained by 'A' for the cable taken along with the streets.
  - (b) A minimum clearance of 1.2 Mtrs. Should be maintained by 'A' between the cable and the lowest conductor of the Company LT distribution lines i.e. any functional conductor including that of the street light or any earthed conductor. In case of 11 KV line the minimum clearance of 2.135 Mtrs. Shall be maintained.
  - (c) When the cables are taken across the roads, a minimum ground clearance of 5.8 mtrs should be maintained. Places/ locations where this is difficult to maintain at the same time ensuring a minimum clearance of 1.2 mtrs or 2.135mtrs clearance from the lowest conductor of the power line, then underground cables may be used at such road crossings taking prior sanction from appropriate authorities. For mechanical strength, the cables may be encased in suitable insulated pipes.

3. In order not to allow leakage of current passing into the conductor of the cable consequent to a snapped power line falling on it, the PVC insulation of the cable as well as the insulated bare wires should be graded for a voltage of not less than 650V.
4. The method of laying cables, installation of boosters and steps taken for its maintenance should be got approved from the Chief Engineer (Electrical Safety) & Chief Electrical Inspector., Govt. of M.P.
5. The terms and conditions as prescribed by the Chief Engineer (Electrical Safety) & Chief Electrical Inspector, Govt. of M.P. in regard to safety, protection and legal requirements will also be applicable to 'A'.
6. The concerned cable operators should have a separate electric connection from M.P.M.K.V.V.Co.Ltd., at the source of cable transmission.
7. Erection of cables and subsequent maintenance and services connection should be effected only under the supervision by the authorized personnel of the M.P.M.K.V.V.Co.Ltd., adopting all safety procedures required for power lines as indicated in Annexure-I & II.
8. Annexure-I & II duly signed by both the parties are appended herewith and shall form the part of this agreement and the terms and conditions provided therein shall be abided by both parties.
9. The Cables and supports will be subjects to inspection by the Electrical Inspector under intimation to Company on required fee for such inspection will be levied at the rate prescribed by the Govt. from time to time.
10. (a) In case of any accidents to man/equipment occurring due to snapping of electric conductor over communication cables or an account of the communication cable coming into contact with any parts of the installation which have become live for any reason, the Company will not be held responsible and no compensation whatsoever will be from the Company for damages either by 'A' or by any of their subscribers 'A' will be fully responsible for any loss or damages based on it or to the subscribers or any others in such circumstances.  
(b) The Company will not have any liability in respect of any dispute under workman's compensation Act or any other provisions of law made for the employee of 'A' consequent to any accident during their course of employment under 'A' or in the regard to any other dispute between them.
10. The officers and/or employees of the Company will have the right to dismantle and reconnect any communication cable while carrying out maintenance work of electric lines. As far as possible, prior intimation will be given to 'A' or its authorized representatives. In case the Internet cable in any part is required to be removed permanently for any bonafide purpose of the Company, the Company shall be free to do so and 'A' or the subscribers will not be eligible for any compensation or other claims on that account from the Company.
11. Company will not be responsible for any interruption and/or interference caused to the quality of either video/audio signals due to proximity of 11 KV or 33 KV or other high tension lines to the communication cable or other reasons.
12. No maintenance of the communication cable will be done on electric poles from 6 PM to 8 AM.
13. Necessary arrangements must be made by 'A' to replace immediately any ruptured/deteriorated cable if pointed out by the staff of the Company.
14. A list of all cable INTERNET subscribers showing their in Company's consumers service number must be sent to the concerned Company's offices as may be directed by the General Manager of the area.
15. Any financial loss caused to the Company while installing the cable either by damage to Company's property or resulting failure has to be borne by 'A'.
16. Sanction has to be obtained by 'A' from the concerned General Manager of the Company before commencement of the installation work under their respective jurisdiction.
17. In consideration of the facilities, provided by the Company, 'A' shall make an initial payment of Rs. \_\_\_\_\_ per pole per year, for part of the year, year to be reckoned from 1<sup>st</sup> April, charges will be recovered proportionately which are required to be paid in advance each year.
18. The cable operator shall furnish a bank guarantee to MPMKVCL, equal to the rent amount of two months or minimum Rs. 10000/-, whichever is higher, before commencement of the work of installation of cables. The validity of bank guarantee shall not be less than three years. This may be renewed time to time as per renewal of contract period.

19. M.P.M.K.V.V.Co. Ltd. will have a right to permit to use same pole for laying cable. Cable by more than one party based on technical consideration. The minimum number of poles for which the charges are payable shall be in accordance with the details mentioned in the following table:

S.no.	Population of city/ towns	Minimum number of poles for which the permission shall be granted
1-	Up to 20000	-
2-	20001 to 50000	50
3-	50001 to 200000	100
4-	200001 to 500000	150
5-	500001 and above	500

20. For next & subsequent years, charges will be paid in advance i.e. by the end of March, before commencement of the year.
21. Under no circumstances 'A' should interfere with the smooth maintaining of the distribution of power of Company.
22. 'A' will be required to give publicity on its cable network of the programme given by the Govt. of M.P. or Company for 10 minutes per week free of all charges.
23. It will be responsibility of 'A' to obtain necessary permission from the local authorities and also pay the required charges/taxes that may be levied for laying cable on the poles as well as elsewhere.
24. 'A' will indemnify the Company against any expenses that may be incurred in connection with any suit or other proceedings filed in any court or before any authority in respect of any matter relating to and/or arising out of the laying of INTERNET cable of 'A' using the poles of M.P.M.K.V.V.Co. Ltd.
25. This agreement shall remain valid upto 31<sup>st</sup>... Month of the year \_\_\_\_\_.
26. The Company reserves the right to terminate the Agreement even before the expiry of the terms of agreements by giving one month's notice, if continuance of the agreement is felt to be prejudicial to the interests of the Company.
27. In case, of any difference or dispute, relating to or arising out of this agreement, the same shall be referred to the Company, whose decision will be final and binding on the parties.

IN WITNESS WHEREOF the parties have here upto signed and executed these present at O/o the \_\_\_\_\_ on the day and the year first above mentioned.

(Signature)

Authorized Representative of M.P.M.K.V.V.Co.Ltd.

Seal

Witness of Company:

1.

2.

(Name & Address)

(Signature)

Authorized Representative of Applicant

Seal

Witness of Applicant:

1.

2.

(Name & Address)