



KERALA STATE ELECTRICITY BOARD Ltd

(Incorporated under the Companies Act, 1956)

Office of the Director (Distribution & SCM)

Registered Office: Vidyuthi Bhavanam, Pattom,

Thiruvananthapuram – 695 004

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ABSTRACT

Cable drawal along electric poles of KSEBL - Report of technical committee to study the feasibility of cable drawal through KSEBL poles - Approval for recommendations - Orders issued.

CORPORATE OFFICE (SBU-D)

BO (FTD)No.653/2022(DIRDIT-AE6/2022/2203)

Thiruvananthapuram, Dated: 23.07.2022

Read: 1. B.O.(FB)1421/2002 (CP/R & P/Plg.V/Cable TV/2002 dated 18.10.2002.
2. B.O.(FB)(Genl) No 443/2012 (DPCII/Asianet-2/ 2011) dated 25.02.2012.
3. B.O.(FTD)No.2456/2014 (LAI/Asianet/PLP 6639/13) dated 19.09.2014.
4. B.O.(FTD) No.1666/2018 (D(D&IT)/D5/General/2017-18/0007 dated 18.07.2018.
5. B.O.(FTD)No.81/2020 (CE-IT & CR/ RITU/KFON/2019-20) dated 04.02.2020.
6. G.O.(Ms) No.9/2021/POWER dated 26.02.2021.
7. G.O.(Ms) No.11/2021/POWER dated 02.03.2021.
8. Government letter No.C3/450/2019-Power dated 29.04.2021.
9. B.O.(FTD) No.484/2021(D(D&IT)/D5/Cable-Poles/2021-22/0001) dated 29.06.2021.
10. B.O.(DB) No.514/2021(D(D&IT)/D5/Cable-Poles/2021-22/ 0001) dated 05.07.2021.
11. Report dated 21.05.2022 of the Technical Committee for Cable TV.
12. Note No.DIRIT/2022/2203 (1) dated 18.06.2022 of the Director (Distribution&IT) to the Full Time Directors (Agenda item No.57/6/22).

ORDER

A committee was constituted for conducting a detailed technical study in the matters related to the drawal of cables over KSEBL poles as per B.O. read as 9th above. The report of the Committee read as 11th above was placed before the Full Time Directors as per the note read as 12th above for a decision.

Having examined the matter in detail the Full Time Directors in the meeting held on 27.06.2022,

1. Resolved to approve the recommendations of the technical committee except the new rates attached as Annexure-1 for implementation in KSEBL.
2. Further resolved to work out an action plan for execution of the recommendations.
3. Further resolved to authorize the Deputy Chief Engineers of Electrical Circles to comply the decisions of the committee as detailed in the Annexure.
4. Further resolved to take up the recommendations of the technical committee regarding the new rates with the Government for a decision.

Orders are issued accordingly.

**By Order of the
Full Time Directors**

**LEKHA G
Company Secretary**

To:

The Chief Engineer, Distribution (South/Central/North)
The Chief Engineer (IT & CR)
All Deputy Chief Engineers, Electrical Circles.

Copy to: The Financial Advisor/ Chief Internal Auditor/ Company Secretary/ LA&DEO/
CVO
The TA to (Chairman & Managing Director / Director (Distribution & SCM)/
Director (Transmission, System Operation, Planning, Safety) / Director
(Generation-Electrical)/ Director (REES, Soura, Nilaavu, S&W)/ Director
(Generation-Civil)
The PA to Director (Finance, IT & HRM)
The PRO/Special Officer, Revenue
The RCAO, ECA, Thiruvananthapuram
The CA to Secretary (Administration)
Stock File.

Forwarded / By Order

Assistant Engineer

Annexure 1 - Proposals of the Technical Committee for cable TV related issues

1. The maximum number of Cables that can be allowed through the poles should be limited to seven (OFC) including KFON cable in the current scenario and to review the same in accordance with the network changes in field every two years by the Chief Engineers concerned after conducting field survey. The field officers shall ensure that this is complied while ascertaining feasibility for drawal of cables through KSEBL poles.
2. Adopt the strategies for removal of unauthorised cables, unused cables and proper tagging of cables such as
 - Implementation of uniform Tagging by the Operators throughout Kerala in a mission mode in 6 months time from the date of this order.
 - Tagging should be arranged using weather proof acrylic material of size 3.5"x7" with two end holes for tagging with cable ties in which a 13 digit code is printed.

XXXX	XXX	XX	XX	XX
Section Code	Division Code	Data/both/cable (22/11/00)	check digits(00)	Section generated operator no-00 to99

- Once tagging is arranged, multiple stage checking is to be conducted for ensuring tagging, first by the Overseer, then by the Assistant Engineer along with Sub Engineer and then random checking by the Assistant Executive Engineer.
- Agreement is to be executed only after completing the tagging which shall be certified by the concerned Assistant Engineer.
- Tagging of additionally added poles must be done by the operator and to be verified at section level as suggested above.
- This methodology is to be implemented in all sections.
- Once the entire tagging is done, the unused and un tagged cables are to be removed immediately after giving wide publicity through media
- To avoid unauthorised drawal of cables, inter subdivision inspections are to be arranged by a team headed by the Assistant Executive Engineers along with Division level Cable TV committee members as per the action plan prepared by the Executive Engineers of Electrical Divisions every year.
- Any detection of unauthorised cable drawal shall be penalized with a penalty equal to 2 times the amount arrived at by back assessment for 6 months amount as applicable.
- It shall be ensured that at any circumstances the Cable Operators shall not draw more than one cable through a single/same pole. If required, special sanction has to be obtained from agreement authorities.

- Prevailing safety guidelines in the existing Board Orders are to be followed for the drawal of cables
3. The Chief Engineer (IT) is entrusted to include the cable TV operators in the Orumanet software by including the details of the operators such as name of the Cable TV operator/data providers, their present and permanent address, GST details, Aadhar number, number of poles and type of poles etc.
 - Each such cable TV operator is to be attached to a consumer number for disconnection through the attached consumer number in case of non-remittance of pole rent and to initiate RR action against defaulted consumers.
 - Facility for giving OMS while doing touching clearance /maintenance works, cable operators shall be incorporated to avoid damages to their cable network.
 - Once the provision for including the Cable TV Operator is enabled in Orumanet, the billing of the operator will be transferred from Division office to Section office after executing the agreement at Division.
 4. A revised agreement format as detailed in Annexure 2 is to be followed for future execution of agreements with cable TV operators.
 5. The Deputy Chief Engineers of Electrical Circles shall ensure that Division level Cable TV committee is reconstituted and they shall arrange settlement of arrears by conducting case to case analysis.

Annexure 2 - Format of Agreement

Kerala State Electricity Board Limited

Agreement No: Dated

This Agreement is entered into on this day of between the Kerala State Electricity Board Limited (GSTIN 32AAECK2277NBZ1), a Public Limited Company incorporated under the Companies Act, 1956 having its Registered Office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala – 695 004 represented by the which expression shall, unless repugnant to the context or meaning thereof, include its successors, representatives and assignees on the one part (hereinafter referred to as "the Board" or "the first party") and Aadhaar Card No..... , Son/Daughter of (with full address,village,Taluk,District etc). having proprietorship business in the trade name of having its office at (herein after referred to as "M/s." or the "Second Party") on the other part.

Whereas the Board is having its network for the distribution of electricity in the State of Kerala and the Second Party has requested the Board's permission for using itsnumbers of electricity distributing poles for drawal of Optical Fibre Cable to the end users under Electrical Section,..... under Electrical Division of Electrical Circle,

And Whereas the Board has decided to permit to use its electricity distribution poles for drawing light weight optical fibre cables, subject to certain conditions specifying the required technical and safety standards.

Now it is hereby agreed by and between the parties hereto as follows:

1. THAT this agreement will be valid up to The period of agreement can be extended further for a period up to 5 years based on mutual consensus and Board approval.
2. THAT the Second Party shall obtain written permission from the Assistant Executive Engineer of the concerned Electrical Sub Division before the commencement of drawing of optical fibre cable through the poles. At the time of execution of such works and subsequent maintenance, permission to the work issued by the Assistant Executive Engineer / Assistant Engineer concerned should be available at the work site and should be produced on demand of the competent officials of the First Party. No such works shall be allowed on the electric poles from 06.00 pm to 08.00 am except on emergency situations. The directions given by the Assistant Engineer/ Assistant Executive Engineer or authorized officials in this regard shall be complied with. Light weight Optical Fibre Cables (OFC) is to be used thereby reducing effective load on the poles and ensuring safety of electric poles. The System is to be installed by the Second Party without causing any difficulty to the Staff of the Board
3. THAT the provisions relating to safety under the Electricity Act 2003, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Lines) Regulations, 2011 and other safety regulations issued by appropriate authority shall be strictly adhered to by the Second Party. Also safety guidelines issued by Electrical Inspectorate in this regard from time to time shall also be strictly complied with by the Second Party. Further specifications on technical and safety standards set by the First Party for the purpose as per B.O. (FB) No. 1421/2002(CP)/R&P/Plg.V/Cable TV/2002 Dated 18.10.2002 and subsequent amendments will form part of this agreement and the same will be strictly adhered to by the Second Party while drawing fresh cable line and maintenance of the cable network drawn through the electric poles of the First Party. Technical conditions and safety guidelines applicable as per B.O. (FTD) No. 81/2020 (CE-IT&CR / RITU / KFON / 2019-20) dated 04.02.2020 are also to be followed by the Second Party.
4. THAT the Second Party shall make arrangements for appropriate tagging of cables for ensuring visual segregation of Optical Fibre Cables (OFC) drawn through the poles of the Board from other cable TV lines drawn along the same poles (tag shall contain name of the User, Sanction Order No and expiry date) and for avoiding any threat to the distribution system of the Board.
5. THAT in the case of installation of Surveillance / CCTV cameras, the CCTV cameras are to be installed with the own structures / arrangements of Second Party.
6. THAT the Second Party shall obtain necessary sanction from the appropriate agency, when crossing of public or private property,

7. THAT the officers and / or workmen of First Party will have the right to dismantle and reconnect any communication cable during the course of maintenance work of electric lines. In case the cables in any post is required to be removed permanently for any bonafide purpose of the Board or as per orders from any Court / Government, the First Party shall be free to do so and the Second Party will not be eligible for any compensation or other claims on that account from the Board.
8. THAT the network shall be subject to the periodical inspection by the Electrical Inspector as mandated on the Second Party under intimation to the Board's Officials and fees for such inspection will be borne by the Second Party at the rates prescribed by the Government and the First Party is in no way responsible for any cost, fees, levies, etc.. on this account.
9. THAT necessary arrangement shall be done by the Second Party to replace immediately any ruptured / deteriorated cable, without endangering the public and with due intimation to the authorized officials of the Board.
10. THAT statement giving the name and address of the customers, number of customers, length of cable network, number of power connections availed for booster amplifiers, jurisdiction of Electrical Section Officers, etc., shall be maintained by the Second Party in the administrative offices and furnished to the Chief Electrical Inspector as well as to the Board authorities when called for.
11. THAT the Second Party agreed to remit the pole rental rate as specified in the Order No., which forms part of the agreement, and its subsequent amendments and further orders issued in this regard. In consideration of the facilities provided by the KSEBL, Cable TV operator shall make payment of Rs.....and Rs.....per pole per annum for urban/suburban areas and rural areas resp or the rate fixed by the Board from time to time in advance. And whereas the Cable TV Operator has accordingly remitted an amount of Rs.....(Rupees.....) vide Receipt no.....dated.....of.....towards the rental charges for drawing cable (area to be specified) for the period from.....toand next renewal will be made on or before the expiry of one year for every subsequent years till the validity of the agreement.
12. GI tubular poles shall not be erected very close to the electric lines and poles without maintaining statutory clearance.
13. The Company is bound to make payment at the rate fixed by KSEBL from time to time including during the tenure of this agreement.
14. In case of failure to remit the pole rent and additional security deposit in advance by the Second Party, the First Party has the right to recover the amount with an interest @ 12% p.a. for the belated payment as specified in the Board Order (DB) No. 31/2020 (VIG/B2/5045/2019)/120 Dated 16.01.2021 or as per the rate specified by the Board from time to time.
15. THAT the Second Party agrees to pay the Pole Rental charges in quarterly advance. Pole rent for the quarters beginning from will be remitted with applicable surcharge on the date of execution of agreement through online payment to the Non Operative Collection Account of Electrical Division(Account Number :, IFSC Code :)

and for the succeeding quarters, the same should be remitted before the first day of each quarter.

16. THAT the Second Party is bound to furnish and maintain a Security Deposit amounting to 10% of the total annual rent in advance in the first month of the financial year calculated based on the estimated pole rental charges of the respective financial year, and agrees to pay balance amount, if any, on intimation of the same by the First Party. The First Party reserves the right to forfeit the Security Deposit, if any of the conditions in this agreement is violated and for recovery of loss, if any, on account of the action on the part of the Second Party. The Security Deposit will be released only after termination of the agreement that too after clearing all liabilities to the First Party and dismantling the cables from the poles.
17. THAT the Second Party agrees that all statutory levies, taxes and duties will be borne by them as applicable from time to time.
18. THAT the Second Party agrees to abide by the existing guidelines / rules / Board Orders for the drawal of cables through the poles of the First Party and subsequent modifications, if any.
19. THAT in the event of failure of remittance of the pole rental charges as per the provisions of this agreement, the First Party has the right to dismantle and remove the cables and all related installations laid by the Second Party from distribution poles of the First Party and also entitled to recover the amount of arrears or dues from the Second Party as per the provisions of the Revenue Recovery Act. The First Party has also the right to disconnect the power supply to the booster stations of the Second Party without serving a separate notice in this regard, if the second party fails to remit the pole rental charges.
20. THAT in case of any unauthorized drawal of cable through the poles by the Second Party is detected, the Second Party is liable to pay penalty at two times the normal rate in respect of such unauthorized drawal of poles as and when such demand is raised by the First Party by way of invoice or otherwise. If the same is not honoured, the cables so drawn shall be dismantled and the power supply to the Cable TV operations shall be summarily disconnected by the First Party without further notice.
21. THAT the Second Party has no right to transfer / sell / assign his right under the license / sanction issued by the Board to draw optical fibre cable to any person under any circumstances without prior permission / sanction from the Board. In case, the Second Party transfers his right under the license / sanction without the permission of the Board, the First Party has the right to revoke / cancel the license / sanction issued to the Second Party and to terminate the agreement entered with the Second Party.
22. THAT the First Party will not be responsible for any interruption and / or interference caused to the quality of either Video / Audio signals, due to the proximity of 11 kV / 33 kV / 66 kV or other high tension lines to the optical fibre cable or any other reasons.
23. THAT the Second Party alone shall be responsible for payment of compensation for the death / injury, if any, caused to any person including employees of the First Party and for the loss caused to properties of any other person due to any

accident that may occur by the malfunctioning / improper maintenance / non-standard construction of the cable network or any other reasons attributable by the Second Party. The Board will not have any liability in respect of claims under Workmen's Compensation Act or otherwise made by the employees employed by the Second Party consequent on any accident during their course of employment under Second Party. The Second Party shall indemnify and keep harmless the Board 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 due to drawal of cables through electric poles by the Second Party.

24. THAT the financial loss caused to the Board while installing the cable and subsequent maintenance either by damage to Board's property or power failure shall be borne by the Second Party.
25. THAT the Board will not be responsible for any damages caused to the cables or CCTV surveillance system due to dashing of vehicle, lightning or any other causes.
26. THAT the First Party reserves the right to terminate the agreement at any time with a prior notice of 30 days if continuance of the agreement felt to be prejudicial or detrimental to the interest of the First Party / State Government or if there is any default / breach of any conditions by the Second Party or for any other reasons thereof. In the event of termination of the agreement, the Second Party shall immediately remove their cables and all related installations at their risk and cost from the distribution poles of the First Party under due intimation to the concerned section offices of the Board.
27. THAT the First Party also reserves the right to review this agreement in future as it thinks fit for compliance of any directions of the State Government / Court of Law and in such case the First Party is not responsible to compensate any loss caused on this account.
28. THAT in case of any difference or dispute relating to or arising out of this agreement, the same shall be referred to the Director (Distribution, IT & HRM), Vidyuthi Bhavanam, Thiruvananthapuram for decision and the decision thereon will be final and binding on the parties.

IN WITNESS whereof the parties hereto have caused this agreement to be executed on the day, month and year indicated above.

Signature

Name & Address of the Cable TV Operator :

Witness 1

Witness 2

Signature

Name & Address of the KSEBL Authority

Witness 1

Witness 2

(to be attached along with the application for drawing cables through the electric poles of KSEB Ltd)

No.		Dated	
Electrical Circle			Electrical Division
1	Name of Electrical Section	:	
2	Name and Address of the Applicant with Unique ID Number	:	
3	Aadhar Number, Mobile Number and e-mail id of the Applicant	:	
4	Period for which Permission sought	:	
5	If the request is for drawal of OFC, whether it is providing 2G/3G/4G Internet Services	:	
6	Specify the purpose of cable drawal: 1. Cable TV Operators / Government Departments / Local Self Government Departments / Residents Associations for the purpose of installation of CCTV cameras for non-commercial purpose. 2. other than those mentioned in item 6(1) above like 2G/3G/4G mobile communication, Internet Services, etc.	:	
7	List of poles required/used as jointly inspected by the Cable TV Operator and the concerned KSEBL officers:		
Total Poles in Urban Area			
Total Poles in Rural Area			
Total Number of Poles			
8	Whether Cable Route Map and Sketch attached	:	
9	Whether an undertaking from the applicant, to abide by the existing guidelines/rules/orders for the drawal of cables through poles and subsequent modifications, is obtained	:	
10	Whether the request for drawal of OFC is through LT or LT/HT distribution poles	:	
11	Whether the requested poles comes in K-FONE route (shall be determined in consultation with Sub Division AEEs)	:	
12	Whether any 4G licensee or other cable TV operator have drawn OFC through the poles requested by the applicant	:	
13	Whether the drawal of cables along KSEBL's poles is found technically feasible, taking into account the number of cables	:	

	already drawn along the requested poles (present load on the requested poles), safety clearance and other safety aspects.	
14	Whether the cable drawal details entered in the software module provided in 'Orumanet' and in the concerned registers of Electrical Section :	
15	Whether all the poles are tagged by the Operator :	

Certified that the details furnished above are true and correct

Assistant Engineer Electrical Section, Date: (Office Seal)	Countersigned by: Assistant Executive Engineer, Electrical Sub Division Date: (Office Seal)
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NB: All the fields are mandatory and is to be filled by the respective Assistant Engineers. The details under item (11) and (13) need to be confirmed by Assistant Executive Engineers of the respective Sub Division.