

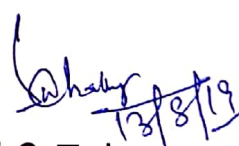
TELEPHONE EXCHANGE
CLW/CHITTARANJAN

No. Tele/Cable TV/70

Date: 13.08.2019.

NOTICE

Applications are invited from the local Cable TV and broadband Operators for Digital Cable TV and High Speed internet broadband services in Chittaranjan Township. A policy for the same is attached herewith. Please send the applications following all terms and conditions to the undersigned. The soft copy may be send to "aste@clw.railnet.gov.in". For any assistance feel free to call 9163340800 (ASTE/CLW) or 9163340801 (Sr. Section Engineer/Tele).



Asstt. Signal & Telecom Engineer
CLW/Chittaranjan

CLW/Chittaranjan

No. Tele/Cable TV/ 70

Dated; 07.07.2019

Sub: Policy for permitting Digital cable TV and High speed internet, broadband services in Chittaranjan Township

1. Chittaranjan township being a protected area and captive in nature, having around 9700 qrs.. It is around 27 Km away nearest major city i.e. Asansol. With the advent of modern technologies and digitalization in all spheres of life and business, Digital Cable TV network and high speed service have become the basic need of people. Keeping in view such advancement and welfare of people in chittaranjan in present scenario as well. It felt necessary to frame policy on subject matter. This Policy is extended to whole Chittaranjan township.

2. Purpose:


As welfare of inhabitant of Chittaranjan for creating an inclusive knowledge society through proliferation of affordable, state-of-the-art-telecommunication, high speed & quality broadband and cable TV seamless services across the Chittaranjan Township like in major cities. Besides it will also improve competitiveness in cable TV and Internet services and may result lower the prices of such type of services.


3. Eligibility:

- i. The firm, agency should have Multi System Operator (MSO) registration certificate as necessary under the Cable Television Network (Regulations) Act 1995 or Authorization certificate issued by Registered firm.
- ii. The firm should have minimum experience of 01 (one) year in the field of Digital Cable TV and High speed and quality broadband service.

4. Terms and Conditions:

- i. The firm, agency, Operator should get approval of layout sketch for OFC, cable, wire before commencement of work by Dy. HOD of S&T department and Dy.CEE/M.
- ii. The firm, agency, Operator should give full particulars of the channels and services, he proposed for Digital Cable TV and broadband service etc.
- iii. The firm, agency, Operator should submit Technical information to S&T department and should take clearance from S&T department for creation of new users.


Dy. General Manager
चिरका/चित्तारंजन
CLW/Chittaranjan


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- iv. The firm, agency, Operator should have to spare 4 Fibers (fiber no. 1, 2, 3, 4) in 24 Fiber Cable and If operator is laying 6 or 12 fiber cable then 02 fibers (fiber no. 1, 2) should be spared for use of Railways.
- v. The firm, agency, Operator should make a distance of minimum 2 foot distance from CLW administration's cable, wires, fibers.
- vi. Spectrum used should be certified by S&T department.
- vii. The firm, agency, Operator may lay the OFC, cable, wire in manner so as to ensure that his network does not infringe or adversely affect the operation/ safety of electric lines, telephone lines, buildings, tracks, roads and does not obstruct the movement of people, traffic or possess a safety hazard in any manner. Also they will not interfere with any other cable, wire fitted by CLW administration, Railtel, Railnet, Railwire system using electrical poles.
- viii. The firm, agency, Operator shall lay his network in such a manner so that it does not interfere with the normal TV reception, broadband / internet service in such dwelling whose occupants do not wish to have the facility of cable TV, broadband service or both. They shall lay overhead OFC, wire
- ix. The firm, agency, Operator may be given suitable electric connection at the cost of the Party and the electricity consumption may be metered and built for at the outsider's rate and charges recovered.
- x. The firm, agency, Operator must execute a formal agreement with the CLW administration in this regard.
- xi. Subscription for services provided shall be in accordance with the instructions issued by TRAI or any appropriate authority as issued from time to time in this regard.
- xii. The firm, agency, Operator will adhere to the terms and conditions stipulate the compliance of the advertising code etc and broadcasting regulations of Govt. issued from time to time. Also they will adhere to the broadcasting of official programme of CLW- administration through its devices to the viewers.
- xiii. The licensee shall all time keep the CLW administration indemnify against and shall reimburse to the administration. All claims, demands, suits, leases, costs, charges, and expenses whatsoever which the administration may sustain or incur by reason or in consequences of any injury to any person or any property resulting directly or indirectly from the explosion,

[Signature]
 उप महाप्रबंधक
 Dy. General Manager
 चिरेका/चिलरंजन
 CLW / Chillarajan

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combustion, placed by the licensee upon the said premises, poles or from any other causes whatsoever. Further, The firm, agency, Operator shall not be entitled to any claim from the administration against any damage which the licensee right sustains on account of fire or other causes, however, arising.

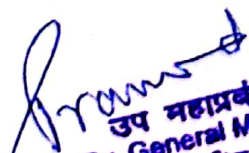
- xiv. The CLW Administration reserve all rights to undermine/ rescind the conditions/ permission if any terms and conditions noticed or apprehended before or during permissible period in contravention of contract by the firm, agency, Operator without refunding any charges i.e. RoW charges, claim, damages, loss etc.
- xv. The firm, agency, Operator should obtain renewal certificate of the permission or agreement as per conditions stipulate under Cable TV Network (Regulations) Act 1995, and Rules; and any other statutory guidelines framed there under.
- xvi. The detail Sketch, layout of proposed route of OFC, wire to be submitted in S&T department for addition/ alteration & Technical clearance.
- xvii. While laying of OFC presence of Supervisor of S&T is required, hence prior programme to be intimated.
- xviii. Necessary hardware for wifi in indoor or outdoor to be approved by S&T for used frequency spectrum.
- xix. The administration reserve it's right to cancel permission within 03 days notice in writing without assigning any reason for, without refunding of any charges i.e. RoW charges, claim, damages, loss etc.
- xx. The administration will also have the right to revise the rates of payable charges to Railways at any point of time where it felt necessary.


5. Power of permitting and renewal:

DGM shall have the power to consider each case individually on the basis of merit. On recommendation and technical clearance from S&T, Electrical department, DGM will approve the case. Normally permission for subject matter shall be given for 01 (one) year with the conditions that if the firm, agency, Operator shall intends to continue for next year it will apply for same in writing one month before expiry of permission.

6. Rate of payable charges, Right of Way charges:

The chargeable RoW charges in connection with laying of overhead OFC, wire should be Rs. 5000/- (Rs. Five thousand only) as onetime payment for every permissible period i.e. for 01 year and Rs. 10 per connection to subscribers. Number of connection to subscribers to be certified by S&T department.


उप महाप्रबंधक
Dy. General Manager
धिरेंद्र चित्तारंजन
Chittarajan


7.1.19
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Refund: There is no provision for refund of any charges in event of no laying work is done or vacated early or permission is terminated.

7. Revision of RoW:

Normally after every 5 years or as per any statutory law, guideline in force issued from time to time.

8. Dispute resolution & arbitration

That all disputes and differences arising out of or in anywise of concerning with Permission or any other issue on subject matter, whether during permissible period, before or after expiry of permission shall be dealt at per latest General Condition of Contract.

The provision of the Arbitration and Conciliation Act 1996 and the Arbitration and Conciliation (Amendment) Act 2015 (clause no. VIII i.e. settlement of disputes – Indian railway arbitration rules including all sub clause 8.1 to 8.4 of GCC of 2018) or any statutory modification thereof for the time being in force will apply for this policy.

All other terms and conditions which not covered in the policy, shall be governed as per latest GCC.

11/7/19
DGM/LLW
उप महाप्रबंधक
Dy. General Manager
विराट/विलरंजन
CLW / Chittaranjan

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