



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ ೧೨೧	ಬೆಂಗಳೂರು, ಗುರುವಾರ, ಜನವರಿ ೧೪, ೨೦೧೬ (ಪುಷ್ಯ ೨೪, ಶಕ ವರ್ಷ ೧೯೩೭)	ಸಂಖ್ಯೆ ೨
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ಭಾಗ ೪೬

ರಾಜ್ಯದ ವಿಧೇಯಕಗಳು ಮತ್ತು ಆಯ್ಕೆಗಳ ಮೇಲೆ ಪರಿಶೀಲನಾ ಸಮಿತಿಯ ವರದಿಗಳು, ರಾಜ್ಯದ ಅಧಿನಿಯಮಗಳು ಮತ್ತು ಆಯ್ಕೆಗಳನ್ನು, ಕೇಂದ್ರದ ಮತ್ತು ರಾಜ್ಯದ ಶಾಸನಗಳ ಮೇಲೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರವು ಮೊದಲಿಸಿದ ಸಾಮಾನ್ಯ ಶಾಸನವನ್ನು ನಿಯಮಗಳು ಮತ್ತು ರಾಜ್ಯಾಂಗದ ಮೇಲೆಗೆ ರಾಜ್ಯಪಾಲರು ಮಾಡಿದ ನಿಯಮಗಳು ಹಾಗೂ ಕರ್ನಾಟಕ ಉಚ್ಚ ನ್ಯಾಯಾಲಯವು ಮಾಡಿದ ನಿಯಮಗಳು

URBAN DEVELOPMENT SECRETARIAT

NOTIFICATION

No: UDD201/MNE 2015, Bengaluru, Dated: 09-09-2015

The draft of the Karnataka Municipal Corporations (Regulation of Cable Laying) Rules, 2015 which, the Government of Karnataka proposes to make in exercise of the powers conferred by clause (b) of sub-section (7) of section 423, read with section 427 of the Karnataka Municipal Corporations Act, 1976 (Karnataka Act 14 of 1977) is hereby published as required by section 428 of the said Act, for the information of the persons likely to be affected thereby and notice is hereby given to all corporations that the said draft will be taken into consideration after thirty days from the date of its publication in the official Gazette.

Any objection and suggestion, which may be received by the State Government from any person or corporation with respect to said draft before the expiry of the period specified above, will be considered by the State Government. Objections and suggestions may be addressed to the Secretary to Government, Department of Urban Development, Vikasa Soudha, Bengaluru-560001.

DRAFT RULES

1. Title and commencement.- (1) These rules may be called the Karnataka Municipal Corporations (Regulation of Cable Laying) Rules, 2015.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions.- In these rules, unless the context otherwise requires :-

- "Act" means the Karnataka Municipal Corporations Act, 1976 (Karnataka Act 14 of 1977)
- "Appendix" means appendix appended to these rules.
- "Applicant" means cable infrastructure provider, registered with the Department of Telecommunications, to lay the cable wire either inside the earth (underground) or above the earth, for Televisions or for connection of internet facilities to the Computer or for laptop or to any other equipments and eligible to seek license under these rules.
- "Cable" means an assembly of one or more insulated conductors or optical fibre or a combination of both, within an enveloping jacket which may be underground or overhanging and is a high speed physical medium for transmitting data or information.
- "Cable head end" means the facility as a local cable television office that originates and communicates cable television services and cable modern services to subscribers.
- "Competent authority" means, the Competent Authority.
- "License" means permission granted by the urban local bodies to use right of way or right of use.
- "OC" means Optical Fibre Cable

(೪೧)

- (i) "Right of use" means permission to use Right of Way or Services or Spaces
- (j) "Right of way" means the space between two property lines .
- (k) "Section" means the section of the Act.

(2) Words and Expressions used in these rules but not defined, shall have the same meanings respectively assigned to them in the Act and rules.

3. Prohibition.- No cable shall be laid or installed without obtaining a license under these rules, within the areas of a corporation.

4. Process of Application for license. (1) Submission of application for seeking license on non exclusive basis to lay the cable, shall be submitted by the applicant along with all the particulars and other required relevant documents as specified in Appendix "A" to the Competent Authority under whose jurisdiction the area falls.

(2) The Competent Authority within seven days from the date of receipt of the application shall scrutinize and he may seek such additional information or any other documents as may be considered necessary by him from the applicants, while processing the said application, the Competent Authority shall take the following into consideration namely:-

- (i) Existing infrastructure services, their safety operations and future requirements of widening of the roads or augmentation of services. In case of the proposed road alignments interferes with any service already laid and it is feasible to relay or realign such a services at the cost of the licensee or the licensee offers to undertake such realignment at his cost to the satisfaction of the competent authority, the same may be considered and allowed.
- (ii) The Competent authority on being satisfied with the proposed alignment route or site or if such route is determined and finalized through mutual agreement along with the time schedule in which the proposed work is to be executed or completed, issue a letter of intent (LOI) along with the agreements to be executed in this behalf and demand notice of charges, right of way or right of use charge lease charges for use of land for its purpose and demand a performance Bank Guarantee as a refundable security for satisfactory restoration of the sites as per the details specified in Appendix "B".
- (iii) Upon issue of letter of intent, the applicant shall furnish the agreement as per Appendix "D" along with all the fixed charges to the Competent Authority within thirty days.
- (iv) As soon as the applicant completes the documentation and deposits with all the relevant charges, including the performance bank guarantee, the Competent Authority shall execute an agreement and issue a license in favour of the applicant within a period of fifteen days, to enable the licensee to commence the execution of infrastructure work.

5. Time frame for decision of applications.- The Competent Authority shall adhere to the following time frame as noted below for grant of license.

No.	Event	Number of working days
1	Processing of application and seeking for additional information if any required in this behalf from the date of receipt of complete application including seeking any additional information or documents	21 days either to accept or to reject
2	Compliance of the letter of intent conditions by the applicant	30 days
3	Execution of agreements and issue of license	15 days from the date of receipt of papers from the Applicant

6. Time frame to completion of Infrastructure work.- While laying or executing infrastructure work,-

- i. The licensee shall submit the time frame within it plans to execute the infrastructure work. The said plan may provide stretch wise completion schedule along with the complete plan ;
- ii. The licensee shall ensure that, no inconvenience is caused to the general public in the process of carrying out its operations. If found necessary the Competent Authority may direct the licensee to undertake execution of its work during the off peak hours or during night.
- iii. The licensee shall duly informed to the Competent Authority about the progress on a weekly basis, which may be reviewed at regular intervals ; and
- iv. Wherever the licensee is not executing the related work in the scheduled time, the Competent Authority revoke the license after giving an opportunity of hearing to the licensee. However, where the licensee is able to establish that any such delay is for reasons, beyond his/its control, the Competent Authority may extend the execution period and allow the work to be completed within the mutually agreed time-frame.

7. Execution of work.—The Licensee shall execute the cable laying work by strictly adhering to the following conditions:

- i. Technical standards and parameters as specified in Appendix 'C'.
- ii. All the safety standards applicable as per relevant guidelines given by the concerned Departments of Government of India, as well as by the State Government shall be adhered. Further the Licensee shall ensure that the cable infrastructure at all times conform to the electrically magnetic field radiation norms as prescribed by the Department of Telecommunication, Government of India, or the Telecom Regulatory Authority of India, from time to time.

8. Laying of cables.—The Competent Authority shall ensure that,

- (1) If any scheme for laying of overhead cables on poles specifically erected for the purpose, as far as possible, shall be allowed only in exceptional cases, as the same tends to interfere with the overhead electricity distribution systems apart from disturbing the aesthetics of the eco system.
- (2) The applicant earmarks a pre-defined route alignment along the internal road circulation network, as per the required specifications (with or without a duct) as a part of this development works for laying the cable infrastructure, so as to avoid repeated digging and or to facilitate the infrastructure providers seeking license to lay the cable in future.
- (3) If an applicant desires of sharing already laid or installed cable infrastructure, can do so after depositing the amount as specified as Appendix 'D' with the prior permission of the Competent Authority.

(4) Incomplete application not being in accordance with Appendix 'A' is not processed and shall be rejected.

(5) The Corporation may provide ducts and lay the optical fibre cable with sufficient bandwidth capacity or redundancy as part of this development plans, which may be leased out to an applicant on a recurring charge basis as may be determined by the Council.

9. Conditions of License.—(1) The license may be granted for the period applied for, subject to a maximum of five years.

(2) It shall be co-terminus with the period of the event for which the license is sought or for a maximum period of three months against a specific requirement to provide cable facility to public, subject to the fulfillment of all the conditions laid in the license or in these rules.

(3) License shall not be transferable and shall be applicable for the period for which has been granted.

(4) the licensee is entitled to this license in his individual capacity. In case of further transfer or merger or acquisition or any other forms of transfer of the asset or property of the licensee, the entitlement of the license shall not be treated as transferred.

(5) It shall not, in any manner be deemed to convey to the licensee any ownership or perpetual rights in respect of the land or structures used for cable infrastructure other than expressly granted therein.

(6) In case of violation of any terms and conditions of the license, the Competent Authority shall cause a notice to be served upon the licensee to rectify the violation within a period of seven days from the date of service of show cause notice in this behalf. The Competent Authority has got powers to cancel the license, if the licensee does not rectify the violation within the period as mentioned in the show cause notice. On cancellation of the license, the licensee shall not be entitled to any compensation for any loss caused by such a cancellation.

(7) The Competent Authority may impose any other conditions in future in the interest of public on Government directions if necessary.

10. Laying or installing cable without License.—(1) From the date of commencement of these rules, any cable already laid or installed for which license has not been granted by the Competent Authority the service provider shall either remove the cable infrastructure immediately or apply for the license within a period of thirty days of publication of final notification of these rules in the Official Gazette, to get such unauthorized action compounded for which he shall be liable to pay a compounding fee, which shall be calculated at the rate of fifty percent of the applicable charges as specified in Appendix 'E' along with arrears if any due to the Corporation, subject to the conditions that such cable infrastructure fulfils the conditions of these rules. Wherever any rectification is required in this process, he shall be granted thirty days period to undertake such a rectifications.

(2) If the applicant does, not apply or remove the cable infrastructure he shall be called upon to show cause as to why action should not be taken against him as per provisions of the Act. If the applicant fails to reply show cause or take corrective measures, the Competent Authority shall proceed to remove the unauthorized cable structure at the cost and risk of such service provider.

11. Indemnity Bond.—The applicant shall indemnify the Competent Authority against any loss of life or property in the process of execution of work or against any claim thereafter during the period of operation and maintenance of such cable infrastructure at all times. The applicant shall submit the indemnity bond on a properly stamped non-judicial stamp paper.

12. Penalty.—whoever contravenes any provisions of these rules or fails to comply with any order or direction lawfully given to him under any of the rules, shall be punishable with fine which shall not be more than one thousand rupees and in case of continuing contravention with fine which shall not be more than three hundred for every day during which the breach continues after the first breach.

13. Appeals.- Any person aggrieved by an order of the Competent Authority under these rules, appeal within seven days from the date of receipt of the Order to the Deputy Commissioner of the concerned district.

Provided that, preferring of an appeal, shall not apply to extending the time specified in the order for removal of the cable or as staying of any action by the Competent Authority proposes to take for compliance of the order unless an express stay order is passed by the appellate authority i.e., Deputy Commissioner.

By Order and in the name of the Governor of Karnataka

Y. GOPAL

Under Secretary to Government

(Corporation-2)

Urban Development Department.

URBAN DEVELOPMENT DEPARTMENT

Appendix A

(see sub-rule (1) of rule 4)

APPLICATION FORM

(to be submitted by the applicant on his letter head)

Ref No :

To

Dated :

.....
.....

Subject : Regarding grant of license under the Karnataka Municipal Corporations (Regulation of Cable Laying) Rules, 2015.

License applied for :

Name of the Applicant/Company :

Registration Number :

Address :

Telephone Number :

Mobile Number :

Fax :

E-mail ID :

I/We hereby request to grant of license to carry out the work for underground cables/Micro Trenching or Errection of poles for overhead cables or sharing of communication infrastructure at(name and details of the location/route).

Board resolution or power of attorney issued to the signatory of this applicable is attached herewith.

We further undertake to abide by all the terms and conditions of the bye laws.

It is therefore, requested to grant of license to carry out the above mentioned work.

Signature of the authorized signatory

(Name and Address)

List of documents to be attached along with the application :-

1. Documents to be submitted in all cases :-

- (i) Copy of registration certificate as communication Infrastructure provider or a telecom service provider granted by the Department of Telecommunications, Government of India ;
- (ii) Two sets of the proposed route layout plan drawings clearly indicating the locations of cable infrastructure for which the license is being sought ;
- (iii) Time schedule (stretch and stage-wise) for completion of the work and investment ;
- (iv) Indemnity bond to indemnify the Corporation against ;
 - (a) Any liability for the damage caused to the existing infrastructure by the applicant for any reasons, and
 - (b) Claims against any accidents on account of the infrastructure laid or facilities installed or against any claims thereafter during the period of operation and maintenance of such infrastructure at all times ;
- (v) Undertaking to pay all the applicable charges and the performance of bank guarantee, as specified in Appendix B to the competent authority ;

- (vi) Undertaking to maintain the infrastructure facility in good and safe condition at all times during the operation and maintenance period ;
 - (vii) Undertaking to execute an agreement with the competent authority ;
 - (viii) Undertaking to re-lay/realign the communication network or relocate the poles at its own cost in the event of requirement of the area for augmentation of public service like widening of roads, pedestrian walkways, water supply and distribution network, sewage or drainage network etc ;
 - (ix) Undertaking to abide by the terms and conditions of grant of license and adherence to the norms as prescribed by the Department of Telecommunications, Government of India or the Telecom Regulatory Authority of India ;
2. Documents for laying underground Optic Fibre or Co-axial cables (In addition to those listed at serial number-1 above):-
- (i) Technology or method proposed to be used for laying the cables. (Horizontal Directional Drilling/Horizontal Boring methods or Micro Trenching or open digging) with preference for use of Horizontal Direction Drilling or Micro Trenching;
 - (ii) Specific area details (in Square feet or square meter) required for any structures (manholes or boxes etc.) on the land proposed to be taken on lease ;
 - (iii) Dimensions (depth, length and width) of the area proposed to be used for right of way or right for laying the Optic fibre cables and other communication devices or structures .
3. Documents for erection of Poles for overhead communication cables (In addition to those listed at serial number 1 above) :
- (i) Specific area details (in square feet or square meter) required for erection of poles and connection boxes on the land proposed to be taken on lease ;
 - (ii) Details marked on town map showing,-
 - (a) proposed route ; (b) number of poles ; (c) dimension of poles (height, thickness or diameter) ; (d) distance between each poles ; and (e) minimum ground clearance for the cable.
4. Documents for cable laying (In addition to those listed at serial number 1 above) :
- (i) Copies of site plan indicating specific area details (in square feet or square meter) required for the manholes, on the land proposed to be taken on lease along with the dimensions in each case ;
 - (ii) Location duly marked on the route map, preferably with global positioning system reading or values ;
 - (iii) Data sheet containing the name of the service or infrastructure provider ;

Appendix-C

(see rule 7)

Technical Standards and parameters

1. Technical parameters to be followed by the Infrastructure Service Providers while laying the cables (overground and underground), erection and installation of poles.
- (i) Laying of underground cables :
- (a) The applicant shall undertake communication infrastructure work in a manner so as to cause least public inconvenience. He shall suitably cordon-off the area to ensure public safety and be encouraged to execute the work during off peak times so as to cause minimum inconvenience to the public. The applicant shall restore the dug up area or site to its original condition simultaneously, clear the area of any unused earth or debris, and dispose of such debris or earth at the dumping sites away from the work site as permitted and to the satisfaction of the competent authority ;
 - (b) The applicant shall carry out ground penetration or probing radar survey for detection of existing utilities or services along the route where the cable is proposed to be laid. The data collected in respect of existing utility services through this survey shall be unconditionally shared with the Corporation of any charge ;
 - (c) As far as possible, the applicant shall carry out the work by using Micro Trenching or Horizontal Directional Drilling techniques or Horizontal boring methods so as to minimize the damage and to cause minimum inconvenience to public ;
 - (d) The cable shall ordinarily be laid at the edge of the Right of way or as permitted or approved by the competent authority. In case of restricted width of the Right of Way, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and clear of the drain. Wherever it is found that it is not feasible to lay the cable without adversely impacting the existing utilities or services, the license may be declined .

- (e) The top of the casing or conduit pipe containing the cables shall be atleast 1.5 meters below the top surface subject to atleast 0.3 meter below the drains inverts ;
 - (f) Pits of 2 meters x 2 meters and 1.5 meters deep, or of lower size shall be made at a distance of 100 meter, centre-to-centre, for laying cables. However, in case of special site conditions, variable depth or dimensions may be permitted depending on the site conditions ;
 - (g) Route markers shall be fixed, preferably in steel or concrete, along the route at an interval of 300 meters with clear making of the ownership and depth of the cable laid ;
- (ii) **Erection of poles for overhead communication cables :**
- (a) License to lay overhead cables shall be restricted.
 - (b) The electric poles or towers etc., of power utilities shall not be allowed to lay overhead communication cables.
 - (c) Wherever, it is not feasible to avoid laying of overhead cables, the applicant shall take all precautionary measures to maintain the ecosystem and aesthetics of that areas.
 - (d) The height of the pole shall be such that it does not interface with the electric cables or distribution transmission system and minimum distance between two poles shall be forty meters.
 - (e) Subject to availability, a maximum 1.0 meter x 1.0 meter space shall be made available for erection of the pole at a minimum distance of 0.3 meter from the edge of the walkway of road (road berm) and shall be installed in cement concrete foundation.
 - (f) The sag of cable shall be such that it does not interface with the movement of vehicles.
2. **Other terms and conditions to be adhered to by the licensee while laying the cables (overground and underground), erection of poles.**
- (i) The terms and conditions or guidelines issued or notified by the Department of Telecommunications, Government of India in respect of any condition applicable to the licensee, as amended from time to time, shall be applicable and binding in all cases.
 - (ii) The licensee to lay underground or overhead communication or connectivity infrastructure shall not be granted, where it causes disruption to public services and facilities, obstruction or hindrance to the pedestrian movement or vehicular traffic. The principle of public convenience and safety shall over-ride all other considerations. However, the competent authority may grant license to in extreme critically only if the applicant offers to suitably adjust and or realign such services at his own cost without any adverse impact on the public services, to the satisfaction of the competent authority.
 - (iii) The optic fibre cable or communication cables shall not be brought into use by the licensee unless a completion certificate is obtained to the effect that the telecom cables or ducts or manholes have been laid in accordance with the approved specifications and drawings and the pits have been filled up to the satisfaction of the concerned authority.
 - (iv) In case of any shifting or change in alignment in the already laid optic fibre cable or other communication cables is necessitated due to widening of roads or construction of flyovers or public building the licensee shall be bound to do same at his own cost within the period specified by the respective authority. If the licensee fails to comply with this condition to the satisfaction of the said authority, the same shall be got executed by the said authority at the risk and cost of the licensee. The charges so incurred on this account shall be recoverable from the licensee.
 - (v) In case of removal of already laid optic fibre cable or other communication cables on expiry of license period granted, the licensee shall be bound to do the same at his own cost within the period specified by the competent authority. If the licensee fails to comply with this condition to the satisfaction of the competent authority, the same shall be got executed by the competent authority at the risk and cost of the licensee. The charges so incurred on this account shall be recoverable from the licensee.
 - (vi) In order to avoid repeated digging on the same routes, the licensee may voluntarily lay extra ducts or conduits with redundant capacity so as to take care of any future needs. However, the creation of excess capacity shall not be a pre-condition for giving Right of Way license.
 - (vii) The licensee shall ensure safety and security of all under ground installations or utilities or facilities and shall be solely responsible for compensation or indemnification to concerned authority for damage caused or claims or replacements sought for at the cost and risk of licensee to the concerned authority.
 - (viii) The extent of the digging trenches shall be strictly regulated so that the cables are laid and trenches are filled up before the close of the work for that day. Filling should be to the satisfaction of the Competent Authority.

- (ix) The licensee shall not undertake any work of shifting repair or alterations of the said cables or communication cables without the prior permission of the competent authority in writing. The licensee shall be liable to give a notice of fifteen days with route or location details, prior to digging for fresh maintenance or repair works.
- (x) The licensee shall make his own arrangement for crossing of cross, drainage structures, rivers etc., below the bed. In case, this is not feasible, the cables or ducts may be carried outside the railing or parapets and supported on brackets fixed to the outside of the bridge super structure. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned authority granting such permission. Additional cost on account of fixing and supporting arrangement, as assessed by such authority, shall be payable by the licensee. If the licensee fails to comply with this condition to the satisfaction of the authority, the same shall be got executed by the authority at the risk and cost of the licensee and the cost so incurred on this account shall be recoverable from the licensee.
- (xi) In case of any damage to the essential services i.e., water supply, sewerage system and telecommunication lines, electricity supply etc., it shall be the responsibility of the licensee to get the services restored to their original and satisfactory condition at his own cost.
- (xii) The Corporation shall not be responsible for any damage to optic fibre cable and resultant losses, if any during performance or official duties by any employee of corporation.
- (xiii) The licensee shall have to provide barricade, danger lights and other necessary caution boards while executing the work.
- (xiv) If any traffic diversion is found necessary during the working period, such diversion shall be provided by the licensee at his cost.
- (xv) The competent authority may effect a modification or alteration in the plan or route, if necessary, in the interest of public safety.
- (xvi) The communication infrastructure shall not be shared or sub-let, without the permission of the competent authority and payment of sharing charges.
- (xvii) The licensee shall abide by all the terms and conditions laid in these rules.
- (xviii) Any dispute arising between the signatories to an agreement under these rules shall be settled or resolved in accordance with the procedures outlined in the agreement i.e. all the disputes shall be settled at respective Urban Local Board Competent Authority as the case may be. In case of breach of any of the clauses of the agreement, the competent authority shall be entitled to terminate the contract after giving a show cause notice of fifteen days. An officer of the rank of Deputy Commissioner shall act as an Arbitrator to whom the dispute shall be referred to and the decision of the Arbitrators shall be final and binding on both the parties.

APPENDIX-B

(SEE RULE 8(3) AND 10 (1))

Schedule of charges

Charges :

- (i) **Processing fee.**- In case of underground cable or overhead cable. (except micro-trenching) it will be Rs.2/- per route meter.
- (ii) **Right of use or Right of way charges.**- The charges for grant of license for the communication infrastructure shall be payable at the rates given in table 2.1 below. These charges shall be payable only one time for a period of five years or the period of license, whichever is lesser. The applicant would be required to pay such one-time charges afresh on completion of the period of initial license or on completion of a period of five years, whichever, at the rates applicable at such time.

2.1 Charges for license to Right of way or Right of use (In Rs.)

Sl. No.	Purpose	City Corporations (per route meter)
1.	Laying of Underground optical fibre cable or Co-axial cables except micro trenching (per route meter)	80/-
2.	Laying of overhead communicated cables using Poles (per route meter)	35/-
3.	For every Pit dug-up, other than a man-hole with spacing of 100 meters. Centre to Centre (per sq. meters)	750/-
4.	For every pole erected to lay overhead communication cables (per pole)	1500/-
5.	In case Underground optical fibre cable or Co-axial cables are shared (per sharing per route meter)	20/-

(iii) Annual Rent :

City Corporation Rs. 800/- per kilometer per year

The above rates are subject to revision once in three years.

- (a) The annual lease charges in respect of land area used for the construction of manhole, shall be 6 percent of the applicable market rate of the land (in Rs. Per Square meter). The lease charges initially determined at the time of grant of license, shall be increased at the rate of 5 percent every year for a period up to five years. The lease charge shall be re-fixed after a period of five years for another block if five years and so on and so forth with reference to the market rates applicable at the time. The licensee shall also have the option of depositing the lease charges upfront on lump-sum basis for a period of five years calculated at the rates determined initially without any escalation.
- (b) The above lease charges shall be applicable only in respect of the land owned by the Corporation. Wherever the applicant proposes to use privately owned land for the said purpose, no lease charges shall be payable to the State Development Agency to that extent and the lease agreements or charges shall be decided or settled mutually between the parties. The Competent authority shall only ask for the lease agreements between the parties in such cases.
- (iv) Performance bank guarantee.- The applicant shall furnish a refundable performance bank guarantee (PBG) towards security for restoration of the sites dug or used in the process of execution of work. The performance bank guarantee shall be valid for a period of six months over and above the project completion period and shall have to be renewed accordingly in the event of grant of extension of the execution period. The competent authority shall discharge the bank guarantee on satisfactory restoration of the site or area. The performance bank guarantee shall be furnished at the following rates :

Performance Bank guarantee against restoration work (Rs. Per route meter)						
Sl.No.	Performance Bank Guarantee	Cement Concrete Paver Pavements	Cement Concrete Paver Blocks	Metalled Roads or Pavements	Unpaved (kutchu) Roads or Rastas	Others
1.	Micro Trenching Method	50/-	50/-	30/-	10/-	20/-
2.	Horizontal Directional Drilling Method or Horizontal Boring Method	100/-	100/-	100/-	100/-	100/-
As per the current SR rate required for restoration						
3.	Open Digging Method	Not Allowed	Not Allowed	Not Allowed	500/-	500/-

- (a) The amount for performance bank guarantee against restoration shall be reviewed every five years.
- (b) The performance bank guarantee, as a security against satisfactory restoration of sites, shall be valid for period of six months over and above the project completion period. In case time overruns for completion of work, the bank guarantee shall be renewed or got extended by the licensee corresponding to the revised completion period and for six months. The licensee shall obtain formal permission for extension of time from the competent authority.
- (c) The licensee shall report regarding satisfactory completion of restoration of related work sites, which shall be visited or ascertained by a representative of the Corporation within a period of fifteen days of such report. Thereafter, the bank guarantee shall be discharged to the licensee within a period of fifteen days from the date of inspection thereof or within a period of thirty days of submission of the request subject to such restoration work having been carried out to the satisfaction of the said authority.
- (d) The licensee may provide the performance bank guarantee, as applicable for a stretch over which the work is proposed to be undertaken and roll the same over to each of the subsequent stretches, subject to the validity of such performance (after restoration) bank guarantee for the period of execution and for six months.
- (e) In case the work contemplated by the licensee is not completed to the satisfaction of the Corporation granting the license, the competent authority may extend the completion period as deemed appropriate, along with extension in bank guarantee. Where the licensee fails to meet his performance obligations in this behalf within the agreed time frame, the competent authority may encash the bank guarantee and undertake restoration of the site on its own at the risk and cost of the licensee.

Appendix-D

(see clause (iii) of sub-rule (2) of rule 4)

FORM FOR AGREEMENT

This agreement made on the day of Two Thousand between the Competent Authority.

AND

(Name of applicant) hereinafter called "the licensee" of the other part who has applied to the competent authority for permission to lay underground cables or Micro Trenching or erection of poles for overhead cables sharing of communication infrastructure.

Whereas, the competent authority, has agreed to grant such license as per the terms and conditions contained in the Karnataka Municipal Corporation Act, 1976 (Karnataka Act No. 14 of 1977) and the Karnataka Municipal Corporation (Regulation of Cable laying) Rules, 2015, made thereunder, hereinafter referred as the Act and Rules.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

In consideration of the competent authority agreeing to grant license to the licensee to lay on the fulfillment of all the conditions by the licensee, the licensee hereby convenience as follows :

- (1) That the licensee shall execute the work as per the time frame.
- (2) That the licensee shall also be responsible to get the required checks of such communication infrastructure done at regular intervals from any State Government approved agency and shall submit the report to the competent authority.
- (3) That the licensee shall not use the optic fibre cable or communication cables unless completion certificate is obtained to the effect that the Telecom cables or ducts or manholes have been laid in accordance with the approved specifications and drawings and the pits have been filled up to the satisfaction of the concerned authority.
- (4) That the licensee shall carry out the shifting or change in alignment of the already laid optic fibre cable or other communication cables if necessitated due to widening of roads or construction of flyovers or public buildings at his own cost within the period specified by the respective authority.
- (5) That the licensee shall remove already laid optic fibre cable or other communication cables on the expiry of license period granted to his own cost within the period specified by the respective authority.
- (6) That the licensee shall ensure safety and security of all underground installations or utilities or facilities and shall be solely responsible for compensation or indemnification of concerned authority for damage caused or claims or replacements sought for at the cost and risk of the licensee to the concerned authority.
- (7) That the licensee shall not undertake any work of shifting, repair or alterations to the said cables or communication cables without the prior permission of the concerned authorities in writing.
- (8) That in case of any damage to the essential services i.e., water supply, sewerage system and telecommunication lines, electricity supply etc., it shall be the responsibility of the licensee to get the services restored to their original and satisfactory condition at his own cost.
- (9) That the Corporation shall not be responsible for any damage to Optic Fibre Cable and resultant losses, if any, during performance of official duties by any employee of the Corporation in good faith.
- (10) That the licensee shall have to provide all safety measures like barricades, danger lights, caution boards, etc., while executing the work.
- (11) That the communication cable infrastructure shall not be shared or sub-let, without the permission of the competent authority and payment of sharing charges.
- (12) That in case of breach of any of the clauses of the agreement, the competent authority shall be empowered to terminate the contract after giving a show cause notice of fifteen days.
- (13) That in case of violation of any terms and conditions the license granted can be withdrawn and cancelled at any time, such licensee shall neither be entitled for any compensation or any loss caused to it by such cancellation.
- (14) Deputy Commissioner shall act as Arbitrator to whom the matter shall be referred to and the decision of the Arbitrator shall be final and binding on both the parties.

In witnesses whereof the parties hereto have hereunto set their respective hands the day and the year first above written.

This agreement has been executed in duplicate and each party to this agreement has retained one stamped copy each.

SIGNED AND DELIVERED BY

(Competent Authority)

Signature
Name & Designation
Address

SIGNED AND DELIVERED BY

(On behalf of licensee)

Signature
Name & Designation
Address

in the presence of

Signature
Name & Designation
Address

Signature
Name & Designation
Address

By order and etc.

Y. GOPAL

Under Secretary to Government (Corporation-2)
Urban Development Department