

Uttar Pradesh Shasan

INFORMATION TECHNOLOGY & ELECTRO NICS ANUBHAG-1

In pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of the following English translation of notification no. 1126/78-IT-1-2001-81-ELE/98-TC] dated Lucknow, November 3, 2001 :

NOTIFICATION

No. 1126/78-IT-1-Ele/98-TC

Dated Lucknow, November 3, 2001

In exercise of the powers conferred by section 6 of the Uttar Pradesh Public Land (Permission for placing and Maintaining Optical Fibre Cable Act no. 6 of 2001) , the Governor is pleased to make following rules:

THE UTTAR PRADESH PUBLIC LAND (PER MISSION FOR PLACING AND MAINTAINING OPTICAL FIBRE CABLE) RULES, 2001

1. *Short title and commencement*.—(a) These rules may be called the Uttar Pradesh Public Land (Permission for. Placing and Maintaining Optical Fibre Cable) Rules, 2001.

(b) The shall come into force with effect form the date of their publication in the Gazette.

2. Definitions.—(1) In these rules unless the context otherwise requies,—

(a) 'Act' means the Uttar Pradesh Public Land (Permission for placing and Maintaining Optical Fibre Cable) Act,2001;

(b) 'Empowered Committee' means the committee constituted under rule 4;

(C) 'Mbps' means mega bits per second—A unit to measure data transfer rate.

(2) Words and expressions used in these rules but not defined in it, shall have the meaning assigned to them in the Act.

3. *Application for Permission*.—(1) Application under Section 5 of the Act shall be made to principal Secretary/Secretary, Uttar Pradesh Government Information Technology and Electronics Department, Lucknow.

(2) In the application under in sub-rule (1) the following shall be mentioned, namely. :

(a) full particulars of the public land under, over, along, across in or upon which the applicant applies for placing and maintaining optical fibre cable;

(b) name of the local bodies to which the public land belongs;

(c) if the public land is disputed the name of the parties between whom the dispute exist.

(3) An application received under sub-rule (1) shall be submitted to the Empowered Committee for the disposal thereof.

4. *Disposal of application.*—(1) There shall be constituted an Empowered Committee consisting of the following :

- a. Principal Secretary of the ... Chairman
Government, Uttar Pradesh, Information Technology and Electronics Department
- b. Principal Secretary of the ... Member
Government, Uttar Pradesh, Industries Department and Industrial Development Commissioner
- c. Principal Secretary to the ... Member
or his nominee not below the rank of Special secretary
Government, Uttar Pradesh, Finance Department or his nominee not, below the rank of
Special Secretary
- d. Principal Secretary to the ... Member
Government, Uttar Pradesh, Judicial Department or his nominee not below the rank of Special
Secretary
- e. Secretary to the Government, ... Member
Uttar Pradesh, Urban Development Department or his nominee not below the rank of Special
Secretary

(2) The Empowered Committee, after such inquiry as it may consider necessary, may give the permission to lay optical fibre cable on terms and condition as specified under rule 5.

(3) The Empowered Committee shall decide the application within three weeks from the date of the receipt.

5. *Duty of licensee*—(1) the licensee shall restore land to its original form after laying the cable.

(2) A certificate for restoring the land in the original form must be issued by the licensee in favour to the Secretary, Government of Uttar Pradesh, Information Technology and Electronics. A copy of this must also be given to the concerning District Magistrate and local authority.

(3) The licensee shall have to execute an agreement, in form of Annexure I, with the Principal Information Technology and Electronics.

(4) The licensee shall have to produce a Bank guarantee for an amount calculated at a rate of Rs. 25 per running meter for a period of one year.

(5) The Licensee shall not be entitled to lease or otherwise use the land.

(6) The licence for laying of optical on public land shall be only for maximum period of 15 year.

(7) In lieu of this permission, the licensee shall provide effective 2 Mbps bandwidth to the offices of the State Government and Local authority/authorities separately and free of charge during. the period of licence.

6. *Revocation of licence.*—No licence shall be revoked under this rule unless the licensee has been given an opportunity of submitting an explanation in respect of the charge/charges alleged against him. If the licence is revoked within 2 year, bank guarantee may be forfeited.

Annexure I

[See rule 5 (3)]

AGREEMENT FORM TO LAY OPTICAL FIBRE CABLE ON PUBLIC LAND

[Agreement to lay optical fibre cable from _____ to _____ Km. of (Name and description of local authority in the State of Uttar Pradesh)]

THIS AGREEMENT is made on this _____ day of _____ month of _____ year between Governor of Uttar Pradesh through Sri/Smt./Km. (.....), Principal Secretary/Secretary, Information Technology and Electronics, Government of Uttar Pradesh (hereinafter referred to as "Government" which expression shall unless excluded by or repugnant to the context, included his successors-in-office and assignees) on the one part, and M/s. _____ 2 company registered under the Companies Act, 1956, having its Registered office at _____ (hereinafter called the "Licensee" which expression shall unless excluded by or repugnant to the context, include his 'successor or administrator) on the second part;

WHEREAS the Government is responsible *inter alia* for development and maintenance of roads in Uttar Pradesh and is empowered to grant right-of-way over land owned by local authorities;

AND WHEREAS the Central Government has also granted the licence to the licensee under section 4 of the Indian Telegraph Act;

AND WHEREAS the Licensee is wanting to lay optical fibre cable in the State of Uttar Pradesh and has applied to the Government for permission to lay optical fibre cable from Km _____ to _____ Km _____ of _____ road (full description of the place) and Km _____ to Km _____ of _____ road (full description of the place);

AND WHEREAS Government have agreed to grant such permission on the terms and conditions hereinafter mentioned;

NOW THIS AGREEMENT witnesses that : In consideration of the conditions herinafter contained and on the part of the Licensee to be observed and performed, the Government hereby grants to the Licensee permission to lay optical fibre cable as per the approved drawing attached hereto subject to the following conditions, namely—

- i. The cable shall ordinarily be laid at the edge of the right-of-way or at a minimum distance of 15m from the centre line of the nearest carriage way, where the road is narrower. The top of the casing/conduit pipe containing the cable shall be at least 1.2m below the surface of the road subject to being at least 0.3m below the drain inverts.
- ii. The Licensee shall bear the cost of cable and other related material as well as charges relating to maintenance and monitoring of cable and of cable and clearing debris, loose earth, filling of trenches, restoration of road and pavement in its original position and all other charges relating to works.
- iii. The Licensee shall ensure making good, the excavated trench for laying of cable by proper filling and compaction, so as to restore the land in the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge to the edge of the right-of-way.
- iv. The Licensee shall furnish a Bank Guarantee for the amount calculated at the rate of Rs. 25.00 (Rupees twenty-five only) per metre to the Government for a period of one year for ensuring making good the excavated trench for ensuring making good the excavated trench for laying the cables by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching loose earth produced due to execution of trenching at least 50m away from the edge of the right-of-way. In case the work contemplated herein is not completed to the satisfaction of the Government within a period of eleven months from the date of issue of the bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- v. The Licensee/Licensees shall make his own arrangements for crossing of drainage structure, rivers etc. In case, this is not feasible, the cables may be carried outside the railings/parapets and supporters on brackets fixed to the outside of the bridge superstructure at his own cost. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned district level officers of (name of local authority.)
- vi. The Licensee shall shift the cables within 90 days from the issue of the notice by the Principal Secretary/Secretary, Information Technology and Electronics, government of Uttar Pradesh (herein after referred to as "Secretary") to shift/relocate the cables in case it is so required for the purpose of improvement/widening of the road and restore the road land its original condition at his own cost.
- vii. The Licensee shall be responsible to ascertain the location of other cables etc. He shall ensure the safety of already existing cables before commencement of the excavation. He shall be responsible for any damage to the existing cables of Department of Telecommunication or any other communication network and will have to get the same repaired or replaced at his cost.
- viii. The Licensee shall furnish completion certificate to the Secretary and a copy, thereof to District Magistrate (s) and local authority as soon as it completes the work of laying cables. The secretary shall send a copy of such completion certificate to the concerned District Magistrate (s) and district level officers of the (name of local authority), within 10 (ten) days of receiving it. The concerned District Magistrate and district level such intimation, shall within 20 (twenty) days report to the Secretary about any violation of condition (iv), (v), (vii) above by the Licensee and reasons thereof and shall make formal request for forfeiture of Bank

Guarantee. The Secretary shall, then, put such intimation/request before the Era-powered Committee for final decision.

- ix. The Licensee shall be responsible for general safety and safety of all other underground facilities such as electric line, pipes for water supply and gas, sewage lines etc. during trenching. The Licensee shall also be responsible for safety of cross drainage structures. The Licensee shall procure Insurance from reputed Insurance company against damages to these lines and structures during trenching.
- x. As far as possible, the Licensee/Licensees should avoid cutting the road for crossing State Highway, and other State roads and try to carry out the work by drilling a hole beneath the road pavement. In case any damage is caused to the road pavement in this process, the Licensee/Licensees will be required to restore the road to the original condition at his cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a cable, the Licensee shall deposit the restoration cost as assessed by the concerned District Magistrate (s) after consulting the local authority, prior to taking up of the work.
- xi. The Licensee shall inform the Secretary and send a copy thereof to District Magistrate and district level officers of (name of local authority) at least 15 (fifteen) days in advance before digging trenches.
- xii. Each day the extent of digging the trenches shall be strictly regulated so that cables are laid and trenches filled up before the close of the work that day.
- xiii. The Licensee/Licensees shall indemnify the Government and the (name of local authority) for all damages and claims, if any, if any, due to the digging of trenches for laying of the cables.
- xiv. This licence shall be for a period of 15 (fifteen), years or the period for which the Licensee has been given the licence by the Department of Telecommunication, government of India whichever is less. The licence granted under this Agreement will automatically cease in case of premature termination of the licence granted to by the department of Telecommunication, Government of India. government will also have a right to terminate the licensee according to rule 6 of the Uttar Pradesh Public Land (Permission for placing and Maintaining optical fibre Cable) rules, 2001. In case the Licensee wants shifting, repairs or alteration to optical fibre cable, he will have to furnish a fresh Bank Guarantee for the purpose mentioned in clause (iv) above.
- xv. That the Licensee/Licensees shall not without the prior permission in writing of the Secretary undertake any work of shifting, repairs or alterations to the said optical fibre cables.
- xvi. That the Licensee/Licensees shall be liable for any loss or damage cause to the Government by drainage obstruction or any other like cause due to the said optical fibre cables.
- xvii. The Licensee shall not sell, transfer, lease or otherwise dispose of the cables without the previous consent of the Government in writing.
- xviii. That the permission granted by this licence shall not in any way be deemed to convey to the Licensee any right to or any interest in State High-way land other than what is herein expressly granted.
- xix. That during the subsistence of this licence the optical fibre cables located in State Highway land shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- xx. That the Licensee shall bear the stamp duty charged on this Agreement.
- xxi. The optical fibre cable shall not be brought into use by the Licensee unless a completion certificate is furnished to the Secretary, to the effect the the optical fibre cable have been laid in accordance with the approved specifications and drawings and the trenches have been

filled, to the satisfactions and drawings and the trenches have been filled, to the satisfaction of District Magistrate or the local authority concerned.

- xxii. Notwithstanding anything contained here in the licence may be cancelled at any time by the Government for a breach of any condition of the licence and the Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- xxiii. The Licensee/Licensees shall have to provide a barricading, danger light and other necessary caution boards while executing the work.
- xxiv. If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.
- xxv. After the termination or expiry of this Agreement, the Licensee shall remove the cable within 90 days and the site shall be brought back to original condition failing which the Licensee will lose the right to remove the cable. However, before taking up the work of removal of cables the Licensee shall furnish a Bank Guarantee to the government of a period of one year for an amount assessed by Secretary for making good the excavated trench for laying cables by proper filling and compaction, clearing debris/loose earth produced due to excavation of trenching at least 50m away form the edge to the right-of-way.
- xxvi. The Licensee to which permission has been accorded under this Agreement, shall not sell, lease or otherwise trade on the extra space available in the ducks laid by them except after obtaining specific prior permission. of Government and the Government may give such permission subject to such and conditions as may think fit.
- xxvii. The Licensee shall provide 2 Mbps bandwidth to the offices of the State Government as well as (name of local authority) separately and free of charge during the period of licence.
- xxviii. The Licensee shall abide by the directions of the Secretary and no appeal or revision shall lie against such direction.

This agreement has been made in duplicate. Each party of this agreement has to retain one copy of it.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY

(a) secretary, Information Technology and Electronics.

FOR AND ON BEHALF OF GOVERNOR OF UTTAR PRADESH IN THE PRESENCE OF

- 1.
- 2.

AND.

(b) MANAGING DIRECTOR OF LICENSEE OR HIS AUTHORIZED REPRESENTATIVE BY VIRTUE OF RESOLUTION OF THE BOARD OF DIRECTORS PASSED IN THE MEETING HELD ON

Signature :

Name :

Address :

Post :

FOR AND ON BEHALF OF LICENSEE IN THE PRESENCE ON

1.

2.

By order,

PRADEEP SHUKLA,

Sachiv