



GOVERNMENT OF INDIA

MINISTRY OF ROAD TRANSPORT & HIGHWAYS

TELEFAX: 0141-2811776, 2811883

O/o REGIONAL OFFICER CUM HIGHWAY ADMINISTRATION

E-mail: [ro.jaipur\\_morth@gmail.com](mailto:ro.jaipur_morth@gmail.com)

DCM, AJMER ROAD, JAIPUR-302019

No. RW/JAI/RAJ/PS/UTILITY/2018/248

Dated: 13.05.2020

To,

The Divisional Engineer,  
Telecom Project, M/s BSNL,  
Alwar(Rajasthan).

**Sub: Application of laying OFC along NH-21 from Ch. 118.00 to 62.580 total 55.840 Kms. including two crossing (60+60=120m) on Mahua Bharatpur Route in the state of Rajasthan.**

**Ref: The DE, Telecom Projects, M/s BSNL, Alwar letter no. DETP/Alw/Mahuwa-Bharatpur/OFC Route/2018-19, dated 31.10.2018.**

Sir,

Please refer to your letter under reference submitting therewith a proposal for grant of utility laying permission as per captioned subject. The proposal has been examined by PD PIU NHAI Dausa in accordance with Ministry's guidelines issued vide letter no. RW/NH-33044/29/2015/S&R(R), dated 22.11.2016 and a verified copy of the checklist and drawing is appended along with the proposal. Based on recommendation and certification of checklist and drawing etc by PD PIU NHAI Dausa as per Ministry's guidelines no. RW/NH-33044/29/2015/S&R(R), dated 22.11.2016, the Competent Authority agrees to grant permission subject to following conditions:-

- The applicant should adhere to the undertakings given by them in compliance to Sl. No. 10.1 to 10.8 of the checklist issued by this office vide letter no. RW/JAI/RJ/PS/2017/Utility/GENL dated 16.03.2017. It shall be ensured by the concerned Executive Engineer/Project Director, NHAI that the undertakings made by the applicant are complied in all respects. Any discrepancy would lead to violation of the Ministry's guidelines and the approval extended shall stand cancelled.
- Applicant would lay the utility service keeping safety of all existing facilities including transformers, trees, drains, signage and boundary stones etc as per the MoRTH guidelines.
- Any damage caused to the project highway assets during execution of the work shall be responsibility of the agency/applicant and shall make good any damages at it's risks and costs.
- Applicant shall intimate the Project Director/ EE NH Division about it's work program before start of the work and abide by all safety rules & regulations during the execution of work and will hand over the site to PD/ EE NH Division, free from all debris & excess construction material.
- Concerned Executive Engineer/Project Director, NHAI shall examine the road safety conditions during/consequent to construction of approaches. In case of any adverse conditions, the matter may be reported to this office.
- Concerned PD/ Executive Engineer PWD NH Division shall ensure supervision of the work of laying of utility and ensure that the defects in road portion after laying of utility are corrected. He will notify/forfeit the BG for claims for damages done/disruption in working, if any after obtaining due permission from this office.
- Prior to start of any work / signing of agreement, PD should ensure that the applicant, should obtain clearance from Forest Department, if required, for which relevant circular/guidelines are to be followed by applicant and beforehand undertaking may be obtained from applicant that "they will execute the actual work at site after obtaining necessary clearance of forest department or any other related department, if same is required for the proposed work before execution".
- Work shall be executed as per approved methodology without obstructing the NH.
- The licensee shall shift the Utility lines within 60 days (or as specified by NHAI) from the date of issue of notice by the NHAI/Govt. of India to shift/relocate the lines, in case it is so required for the purpose of improvement/widening of the highway or construction of flyover/bridges and restore the highway/land to its original condition at his own cost and risk.

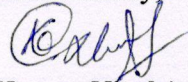


- j) PD NHAI/EE PWD NH Division should ensure and obtain an undertaking from the user agency that "shifting of OFC" at their own cost as per requirement and given time frame of NHAI, if needed in the future".
- k) **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** shall be responsible for any damages of highway property at their own cost.
- l) **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** shall be responsible to take all type of safety required measure during construction and maintenance and OFC line etc.
- m) The required permission for crossing/diversion of traffic or any other statutory permission shall be arranged by **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** before execution of the work.
- n) **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** shall ensure that there should not be any hindrance either to the traffic movement or construction & maintenance of highway during execution of OFC and all safety measures shall be taken at their own cost.
- o) **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** shall relocate/shift the OFC, free of cost, if required by NHAI for future improvement of above stretch.
- p) The applicant shall be responsible for any damage to cables pertaining to other telecom companies and cable pertaining to the project as well.
- q) Work of laying the OFC shall be taken up with HDD method only Restoration work of pits (for HDD) after laying of electric cable shall be up to the satisfaction of the concessionaire.
- r) The applicant may strictly be advised to bring in shape the ROW after laying of OFC line as it was prior to laying work.
- s) Fixing of route markers may be ensured by the applicant after completion of laying work. As-built drawings of the completed work shall be submitted to NHAI/Concessionaire for further reference upon completion of work.
- t) Fulfillment of all the requirements as per relevant guidelines of MoRTH for laying of OFC work.
- u) PD should ensure after signing of agreement all undertaking given by **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** are project specific and signed by Competent Authority of permission seeker agency.
- v) PD should ensure after signing of agreement **The Divisional Engineer, Telecom Project, M/s BSNL, Alwar** has completed all the works of NH along/crossing of OFC as permitted by this office in time bound manner at the earliest.
- w) PD/EE PWD NH Division should take necessary action under section 25 of the 'Control of NH (Land & Traffic) Act, 2002'.

2. One set of the original License deed duly signed by the Highway Administrator cum Regional Officer(Civil), Jaipur is enclosed. One set of License deed has been retained in this office.

3. This issues with the approval of Highway Administrator cum Regional Officer (Civil), MoRTH, Jaipur.

Yours faithfully,

  
(Navin Kumar Nirala)

STA

*for Highway Administration-cum-Regional Officer.*

Encl: As above.

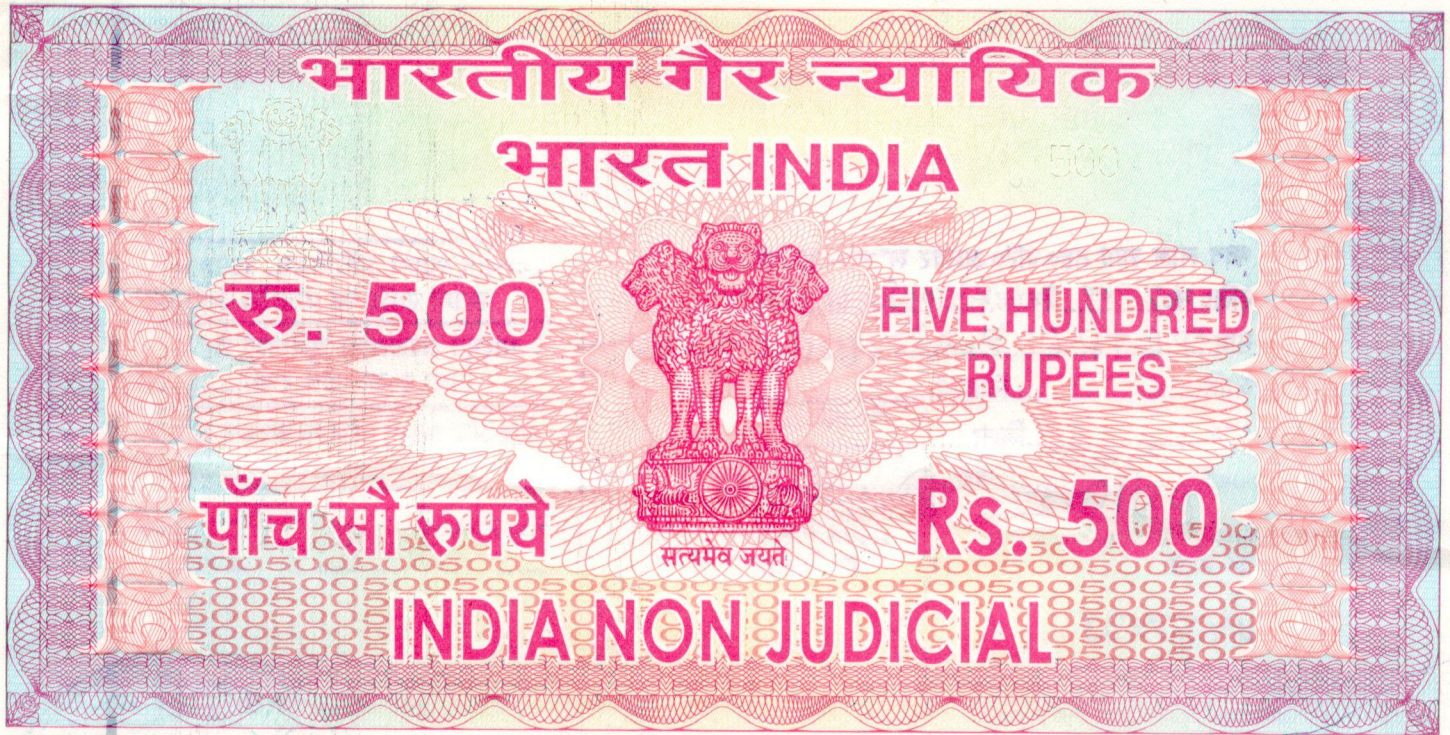
Copy for information:- The Project Director, NHAI, PIU-Dausa, 87 Ganga Vihar Colony, Behind Hotel Rawat Palace, Dausa-303303.

  
(Navin Kumar Nirala)

STA

*for Highway Administration-cum-Regional Officer.*





राजस्थान RAJASTHAN

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23 OCT 2018

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY  
PERMISSIONS FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS**

Agreement to lay Telecom cable / OFC cable / ducts along **NH-21 in between Sear Bharatpur to Mahua Telephone Exchange** at locations (1) NH Crossing at CH. 62.580 KM RHS to LHS (2) along NH from CH 62.580 KM to 114.480 KM on LHS (3) NH Crossing at CH. 114.480 KM from LHS to RHS (4) along NH from 114.480 KM to Ch. 118.300 KM on RHS, National Highway Agra -Jaipur NH-21 Total KM 55840 Mtr (60 Mtr+51900 Mtr +60 Mtr+3820 Mtr).

This Agreement made this day 11 of 05 (month) of 2018 (year) between acting in his executive capacity through (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and **Project BSNL Represented by DETP Alwar on behalf of BSNL New Delhi** a company registered under the Companies Act, 1956 and having its Registered Office at **Bharat Sanchar Bhavan, H.C.Mathur lane, Janpath, New Delhi-110001** (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in **NH-21 Agra-Jaipur national highway in the state of Rajasthan and UP.**  
Whereas the Licensee proposes to lay Telecom cable / OFC cable / ducts etc. referred to as utility services in subsequent paras.

*Bamshau*

*Am*

Chief Engineer-RO  
Ministry of Road Transport & Highways  
Government of India  
DCM, Ajmer Road, Jaipur- 302019



Whereas the Licensee has applied to the Authority for permission to lay utility services at location: **(1) NH-21 Crossing at CH. 62.580 KM from RHS to LHS (2) along NH-21 from CH 62.580 KM to 114.480 KM on LHS (3) NH-21 Crossing at CH. 114.480 KM from LHS to RHS (4) along NH-21 from 114.480 KM to Ch. 118.300 KM on RHS of Agra-Jaipur NH-21 road/route .**

And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and conditions hereinafter mentioned.

Now this agreement witnessed that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption /damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities. @ Rs. 38,58,923/-
4. The Licensee shall pay license fees @ Rs. .... /sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground

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- shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
  12. Existing drainage structures shall not be allowed to carry the lines across.
  13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
  14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
  15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
  16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
    - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
    - b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
    - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
    - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
  17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to 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 of the right of way;
  18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
  19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
  20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 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. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;
  21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the

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- road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
  23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.
  24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
  25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
  26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches for fresh or maintenance / repair works. A separate performance Bank Guarantee for maintenance /repair works shall have to be furnished by the Licensee.
  27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
  28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
  29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
  30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
  31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
  32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
  33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
  34. The Licensee shall bear the Stamp Duty charged on this Agreement.
  35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
  36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

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37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
- operation, repair and maintenance guidelines given by the manufacturers,
  - the requirements of Law,
  - the physical conditions at the Site, and
  - The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT &H/ NHAI implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

B. S. Suman

Dr. M. K. Singh

Ministry of Road Transport and Highways  
General Manager  
DCM, Ajaithapur, Bihar-302019



This agreement has been made in duplicate, each on a Stamp Paper, Each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.  
BY SHRI.....

(Signature, name & address with stamp)

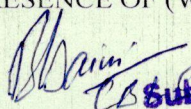
SIGNED ON BEHALF OF **Project BSNL (LICENSEE)**  
BY SHRI.....

(Signature, name & address with stamp)

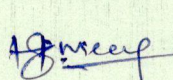
HOLDER OF GENERAL POWER OF ATTORNEY DATED..... EXECUTED IN  
ACCORDANCE WITH THE RESOLUTION NO..... DATED.....  
PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON .....IN

THE PRESENCE OF (WITNESSES):

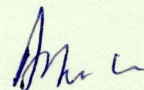
1.

  
**Sub Divisional Engineer**  
**Telecom Project**

2.

  
**E-10B Telephone Exchange**  
**Alwar-301001**

(H.S. Meena)  
**Sub Divisional Engineer**  
**Telecom Project**  
**E-10B Telephone Exchange**  
**Alwar-301001**



Chief Engineer-RO  
Ministry of Road Transport & Highways  
Government of India  
DCM, Ajmer Road, Jaipur- 302019