

**F. RW/NH-33032/01/2017-S&R(R)**  
**Government of India**  
**Ministry of Road Transport and Highways**  
**(Highway Administration Cell)**  
**Transport Bhawan, 1 Parliament street, New Delhi-110001**

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**Dated: 12.11. 2025**

To,

1. The Chief Secretaries of all the State Governments/UTs
2. The Director General (RD) and Special Secretary , Government of India,
3. The Principal Secretaries / Secretaries of all states /UTs Public Works Department
4. All the Engineering Chief and Chief Engineer of Public Works Department of state/UTs dealing with the National Highways and other centrally sponsored schemes
5. The Director General (Border Roads), Seema Sadak Bhawan, New Delhi.
6. The Chairman, National Highway Authority of India
7. The Managing Director, NHIDCL
8. All Regional Officers of Ministry/NHAI and EDs of NHIDCL.

**CIRCULAR**

**Reference:**

- i. Ministry's guidelines no.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016
- ii. Ministry's guidelines no.RW/NH-33044/29/2015/S&R(R) dated 29.07.2022
- iii. Ministry's guidelines no. NH-36094/01/2022-S&R(P&B) dated 17.04.2023

**Subject:** Special guidelines for accommodation of OFC/Telecom wires under BharatNet Project along and across National Highways

The Ministry of Communication has notified BharatNet as a Special project through Right of Way (RoW), Rules 2024 issued under Telecommunication Act, 2023. To promote this initiative of the Government for providing non-discriminatory access to broadband to all Gram Panchayats across the country Ministry hereby issues following special guidelines for BharatNet Project for accommodation of OFC/Telecom wires along and across National Highways which are in continuation with the existing guidelines issued vide letters cited under reference and shall be applicable with immediate effect.

**1. Lying of the Utility Services along and Across the National Highway:** For accommodation/laying of Optical Fibre Cable (OFC) under BharatNet Project along and across National Highways, the stipulations mentioned in the guidelines cited under reference shall strictly be followed.

**2. License fees and Performance BG and renewal of license agreement:**

- i. For the accommodation/laying of Optical Fiber Cable (OFC) to be undertaken under BharatNet project, license fees shall be waived.
- ii. For **BharatNet projects**, requirement of Performance Bank Guarantee shall be waived. However, penalty @ Rs. 50 per route metre for Cables/ wires and Rs.100 per sq ft for towers/stations shall be levied against improper restoration of highway

assets in terms of filling/unsatisfactory compaction and damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the telecommunication 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/ applicant and recover the amount through the mechanism defined under section 27 of Control of National Highway (Land and Traffic) Act, 2002 and no further new permissions and renewal of other applications of Licensee will be granted for the cases pertaining to the applicants office till such recovery of the cost is done. The matter shall also be separately brought to the notice of the Ministry of Road Transport & Highways and the Department of Telecommunications.

- iii. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. In case of renewal, rates notified by the Authority for BharatNet Project, if any, shall be charged.

5. The standard format of agreement for granting RoW permissions for BharatNet project is attached with this guidelines.

6. For verification of the application as to same is belongs to 'BharatNet Project', the DoT has created Special module and same is being integrated with the Ministry's portal. For time being the ROs may process such applications based on the certification from the DoT, Ministry of Communication that the application pertains to Bharatnet Project. Further, the applicant shall also specify the same clearly in forwarding letter.

7. In case, it is found that the other telecom wires/OFC are being accommodated as proxy or being installed for the purposes other than the intended BharatNet Project or higher number of ducts/ cables are being installed against the approved specification and dimension, the license fees and performance Bank Guarantee for regularization of such illegal and proxy utility services shall be twice of that mentioned in the guidelines cited under references.

8. The RoW permissions for BharatNet Project applications shall preferably be cleared within 7 days with conditional approvals.

9. These guidelines for BharatNet projects shall be applicable for all NHs entrusted to NHAI, State PWDs, NHIDCL and BRO.

10. This issues with approval of Competent Authority.

(Ganesh B. Shelar)

Executive Engineer (Highway Administration Cell and BP &SP Cell)

Copy to:

- i. Secretary, Ministry of Communication: for information and necessary action.
- ii. Chief Engineer (S&R) , MoRT&H.
- iii. Director (NIC): for uploading on Ministry's Website on "Whats New" and under Compendium of the Circular

## AGREEMENT REGARDING GRANTING OF RIGHT OF WAY

### PERMISSIONS

#### FOR LAYING OFC ALONG/ACROSS NATIONAL HIGHWAYS

Agreement to lay Telecom cable/OFC cable / ducts etc. .... from .....to .....Km of .....land.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (month)\_\_\_\_\_ of (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 M/s \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (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 Km. \_\_\_\_\_ to \_\_\_\_\_ of NH No. .... RoW.

Whereas the Licensee proposes to lay Telecom cable / OFC cable/ /ducts etc. under **BharatNet Project** of Government with aim to provide broadband connectivity referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km \_\_\_\_\_ to Km \_\_\_\_\_ of road/route up to \_\_\_\_\_ and from km \_\_\_\_\_ to km \_\_\_\_\_ of road/route up to \_\_\_\_\_. The location details of the Utility services to which permission is granted as under:

#### **A. Utility Services Along NH ..... <Specify the NH number>**

| SI No. | Chaingae |       | Side <LHS/RHS> | Length (km) | Number of Cables and Dia of protection pipe |
|--------|----------|-------|----------------|-------------|---------------------------------------------|
|        | From km  | To km |                |             |                                             |
|        |          |       |                |             |                                             |
|        |          |       |                |             |                                             |

#### **B. Utility Services Across NH ..... <Specify the NH number>**

| SI No. | Chainage of Crossing | Length (km) | Number of Cables and Dia of protection pipe |
|--------|----------------------|-------------|---------------------------------------------|
|        |                      |             |                                             |
|        |                      |             |                                             |
|        |                      |             |                                             |

And whereas the Authority has agreed to grant such permission for way leave on the NH ROW as per terms and conditions hereinafter mentioned for the above utility services to be undertaken through BharatNet Project.

Now this agreement witnesses 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.
4. For the utility services to be undertaken under Bharatnet project no license fees is being levied by the Authority for initial five years Period.
5. In case of renewal, rates notified by the Authority for BharatNet Project , if any, 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 underground 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 or from the Authorised by the Highway Administration notified time to time by the Authority. 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 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. However, in no case the open trench method is allowed for crossing purposes.
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 cm 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. **For BharatNet Projects a performance Bank Guarantee is waived off.** However penalty @ Rs. 50 per route metre for Cables/ wires and Rs.100 per sq m for towers/stations shall be levied against improper restoration of highway assets in terms of filling/unsatisfactory compaction and 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/ applicant and recover the amount through the mechanism defined under section 27 of Control of National Highway (Land and Traffic) Act, 2002 and no further new permissions and renewal to other licenses of Licensee will be granted for the cases pertaining to the applicants office till such recovery of the cost is done.
20. Notwithstanding anything mentioned in contrary to the provisions of this agreement , 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 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 co-ordination 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 co-ordination 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 and cost of restoration shall be recovered in accordance with provisions of clause 19 and clause 20 of this agreement.

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 in accordance with the provisions of this agreement.
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.
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. <Deleted>
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 co-ordination 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 infeasible 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 geo-tagged 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.

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:
  - a. operation, repair and maintenance guidelines given by the manufacturers.
  - b. the requirements of Law.
  - c. the physical conditions at the Site, and
  - d. 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.
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.

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 M/S \_\_\_\_\_ (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.

2.