



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport & Highway)

परियोजना कार्यान्वयन, इकाई, सोलापूर (महाराष्ट्र)

Project Implementation Unit, Solapur (Maharashtra)

कार्यालय/Office :

प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे,
जुळे सोलापूर, सोलापूर - ४१३००४ (महाराष्ट्र)

Plot No. E-2, Jai Jalaram Nagar, Behind Shivdare College,
Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379

ई-मेल/Email : solapur@nhai.org; piusolapur@gmail.com

No.: NHAI/PIU/SLP/SY/US/OFC/16022/21/ 3819

Date: 22/11/2021.

INVITATION OF PUBLIC COMMENTS


Sub.:- Four laning of Solapur to Yedshi Section of NH-211 from Km. 0/000 to 100/000 (Design Length - 98.717 Km.) in the State of Maharashtra to be executed as BOT (Toll) on DBFOT Pattern under NHDP Phase - IVB - **Submission of Permission for laying optical fiber from Km.34/000 to Km.35/200(1200 meter) on NH-211 (Working OFC which is damaged during the construction of NH / MH State HW / PWD / ZP) laid under National Optical Fiber Network Project (NOFN).**

Sir,

1. Sr. General Manager (Projects), ITS, General Manager (Project - IV) MH, Bharat Broadband Network Limited (BBNL) (A Govt. of India Enterprises), Pune has proposed permission for laying optical fiber from Km.34/000 to Km.35/200 (1200 meter) on NH-211 (working OFC which is damaged during the construction of NH / MH State HW / PWD / ZP) laid under National Optical Fiber Network Project (NOFN).
2. As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
3. In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director
 National Highways Authority of India
 Project Implementation Unit, Solapur
 Plot No. E-2, Jalaram Nagar,
 Solapur, Maharashtra,
 Pin - 413004.

Thanking you,

भवदीय,

 परियोजना निदेशक
 भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

- i. CGM (Tech) RO Mumbai for information please,
- ii. Shri. S. N. Deshmukh, ITS, General Manager (Project - IV) MH, Bharat Broadband Network Limited (BBNL)(A Govt. of India Enterprises), O/o. Sr. General Manager (Projects), 2nd Floor, Baner, tel. Exchange, Baner Road, Pune - 411 045 - for information.
- iii. M/s. SAICPL-DCSPL, Solapur - for information.
- iv. M/s. SYTL, Osmanabad for information.
- v. Master file.



D:\Solapur-Yedshi All Files\OFC\SY-IV OFC Cable-16022.doc

BHARATMALA
ROAD TO PROSPERITY

O/o Sr. General Manager (Projects)
2nd floor, Baner Tel. Exchange
Baner Road, Pune – 411 045
Off. 020-27292400

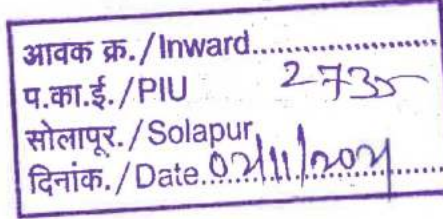


भारतब्रॉडबैंडनेटवर्कलिमिटेड
BHARAT BROADBAND NETWORK LIMITED
(A Govt. Of India Enterprises)
(भारतसरकारकाउपक्रम)

Lr.NO. :- GM(Project-IV) BBNL MH/Osmanabad/1/2021-22/08

Date:- 27/10/2021

TO,
The Project Director, NHAI Solapur
NHAI Authority Office Solapur



Subject: - Regarding Permission for Laying Optical Fiber from KM 34/000 to KM 35/200 (1200 Meter) on NH-211 (Working OFC which is damaged during the constructions of NH/ MH State HW/ PWD / ZP) Laid under National Optical Fiber Network Project (NOFN).

Reference no:-

- 1) GAD/082/2013/DIT/Director of Information Techonology dtd 09 September 2021
- 2) MH State Rural Development Mantralaya no.2013/51/Mumbai 05 August 2014.
- 3) GAD/20/2013-DIR/DIT (MH) Director of Information & IT Mumbai/ 01 Nov.2013.
- 4) Tripartite Memorandum Signed Letter Copy MOU NO. NOFN/ROW-16 Dated 12-04-2013.
- 5) The Letter Signed by The DY.Secretary MH State Mantralaya Mumbai

Dear Sir,

With reference to the above cited subject and letters under reference BBNL MH has laid the Optical Fiber Cable under National Optical Fiber Network (NOFN) Project for Broadband connectivity to Gram Panchayats for providing INTERNET services to rural population of the Country. Department of Telecommunication has already under taken up the execution of NOFN Project through Bharat Broadband Network Ltd. (BBNL) BBNL has already completed the Phase-I work for providing more than 15000 Gram panchayats in Maharashtra.

Phase-I wok was executed as per the Tripartite agreement has been signed between Govt. Of. India, Bharat Broadband Network Ltd. and Govt. Of. Maharashtra for the implementation of this project.



As per the above agreement,

- 1) MH State Govt. has authorized BBNL for laying Optical Fiber Cable without any further need of R.O.W. Permission from the Departments/ Agencies of the State Govt.
- 2) Blanket approval for R.O.W. to be applicable to all State Govt. Departments/ Agencies like PWD/Irrigation/ Forest/ NH/ Municipal Panchayat authorities / MH Electricity Boards etc.
- 3) In this respect no R.O.W. Charges (including reinstatement charges will be levied in the rural area of the State by the Departments/ Agencies of the State Govt.

In view of this the BBNL has laid the Optical Fiber Cable in the Grampanchayats of Tuljapur, Washi & Omerga blocks of the Osmanabad district for provided the Broadband connectivity in the year 2016-17.

Laying Optical Fiber from Chainage KM 34/000 TO Chainage KM 35/200 on NHAI-211, on the route Kakramba Bridge Location to Karla Phata (NHAI-211)

Block Name	Route/ GP Name	Point A				Point B				Total Route Kms to be executed (M)
		Location	Latitude	Longitude	Landmark	Location	Latitude	Longitude	Landmark	
TULJAPUR	TULJAPUR-SOLAPUR ROUTE	TULJAPUR-SOLAPUR ROUTE	17.97267	76.04018	SANGVI.MR IAD GP	SANGVI.MARDI	17.96441	76.03462	SANGVI.MARDI GP	1200 Meter

Later on the Road expansion work was undertaken by NHAI for construction of four lane National Highways. During the construction of the Highways; Optical fiber cable was completely damaged in the NHAI. With effect Broadband services provided to different Gram panchayats was interrupted since 2017 .

As per the Vision of the Honorable Prime Minister to create infrastructure for Digital Rural India, we have to restore the Broadband services to these Gram panchayats . BBNL has decided to replace the damaged OF cable in the above section of Tuljapur, Washi&Omerga blocks to restore the Internet service of the Gram panchayats at additional cost .



You are requested to allow us to lay Optical Fiber cable in the above sections along the National Highways a in the Tuljapur, Washi&Omernablocks of Osmanabad district as matter of right of way (ROW) for restoration of the Interrupted Broadband services without any additional charges to the BBNL as this Network is of National importance.

Hence you are requested to convey permission to all officer's under your control for Smooth implementation of the of Cable laying & reinstate work under National OpticalFiber Network (NOFN) , which is directly monitored by the Hon. Prime Minister's Office.

(S.N.Deshmukh) ITS

General Manager BBNL(Project-IV) MH
BBNL Pune.

Enclosure:-

- 1) Letter by Pr.Secretary IT, Mumbai addressed to Pr.Secretary Forest, Pr.Secretary UDD, Pr.Secretary RDD, Pr.Secretary Industries and Pr.Secretary,PWD Roads.
- 2) Tripartite Memorandum of Understanding (MOU) between DOT Govt.Of.India, Bharat Broadband Network Ltd.and Govt.Of. Maharashtra,
- 3) Lettter by Shri Rajesh Agrwal Sir, Secretary, IT Maharashtra State.
- 4) Letter Signed by DY. Secretary MH Mantralaya Mumbai
- 5) Letter from Div.Engg. BSNL Osmanabad given to the NH WAY/PWD/ZillaParishad on 25/11/2016.

Copy to: 1. The Prin.Secretary IT, Govt. Of MaharashtraMumbai.
2. The State Head, BBNL, Mumbai.
3. M/s/ PratapBeckhaul Technologies pvt ltd: for
Coordination with NHAI for smooth implementation
4. M/s.PDIL, TPA, Mumbai.

Government of Maharashtra

GAD-मातंसं०८२/२०१३-DIR-DIT

Directorate of Information Technology
General Administration Department
719, Annex Building, Mantralaya,
Mumbai 400032

Date: 9 September, 2021

To,

**All The District Collectors
Maharashtra State**

Sub: Replacement of damaged Optical Fibre Cables (OFC) pertaining to BharatNet Phase-I project

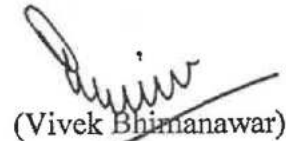
Ref: 1. MoU No. NOFN/RoW-16 dated 12.04.2013

2. GAD Letter No. 082/1/2013-DIR-DIT(MH)-DIT(MH) dated 9.7.2014

This, office is in receipt of a letter No. BBNL/MH/CGM S/H MH/Cable Replacement/2020-21 dated 30.07.2021 from CGM, Bharat Broadband Network Limited (BBNL), Mumbai about problems being faced to BharatNet Phase-I Project in state of Maharashtra.

BBNL Maharashtra Unit was permitted to lay OF cables without any need of Right of Way (RoW) permissions and with NIL charges in accordance with the letter under reference at 2 above (copy enclosed) and as per provisions contained in tripartite agreement signed between Govt. of India, Govt. of Maharashtra and BBNL which is equally applicable for Operation & Maintenance works related to BharatNet Project Phase-1.

Thus it is requested that all state departments/divisions/agencies/field units under your District may be directed for extending co-operation to BBNL in carrying out the damaged OFC replacement work without need of any fresh RoW permission as mentioned in the MOU as maintenance work (replacement of already laid Optical Fibre cable which is presently in damaged condition) is part of Optical Fibre Cable replacement work by BBNL which will bring affected GPs in LIVE status.



(Vivek Bhimanawar)
Deputy Secretary
Information Technology

Copy to:

2. CGM, BBNL, Maharashtra, Mumbai for information pl.

महाराष्ट्रातील सर्व ग्रामपंचायतींना
केंद्रशासनाकडून भारत ब्रॉडबैंड नेटवर्क लि.
(BBNL) मार्फत ऑप्टिकल फायबर
नेटवर्कच्या आधारे ब्रॉडबैंड कनेक्टिव्हिटी
उपलब्ध करून देण्याबाबत.

महाराष्ट्र शासन
ग्राम विकास विभाग
शासन परिपत्रक क्रमांक: संग्राम-२०१३/प्र.क्र. ५१/संग्राम कक्ष
बांधकाम भवन, गडबान मध्य, फोर्ट,
मंत्रालय, मुंबई - ४०० ००९
तारीख: ५ ऑगस्ट २०१४

प्रस्तावना

केंद्रशासनाने नॅशनल ऑप्टिकल फायबर नेटवर्क (NOFN) या योजनेद्वारे देशातील जवळजवळ २,५०,००० ग्रामपंचायतींना ऑप्टिकल फायबर नेटवर्कद्वारे ब्रॉडबैंड इंटरनेट कनेक्शन उपलब्ध करून देण्याचा महत्वाकांक्षी प्रकल्प हाती घेतला आहे. यासाठी केंद्रशासनाने भारत ब्रॉडबैंड नेटवर्क लि. (BBNL) ही कंपनी स्थापन केलेली आहे. या योजनेसाठी Universal Service Obligation Fund (USOF) मधून निधी उपलब्ध करण्यात आलेली आहे. नॅशनल ऑप्टिकल फायबर नेटवर्क ही राष्ट्रीय संपत्ती म्हणून निर्माण करण्यात येत आहे. राज्यातील ग्रामपंचायत स्तरापर्यंत उच्च क्षमता व उच्च दर्जाची ब्रॉडबैंड इंटरनेट कनेक्टिव्हिटी (Dedicated Bandwidth सह) उपलब्ध करून देण्यात येत आहे. राज्यात या योजनेची अंमलबजावणी करण्यासाठी केंद्रशासन, राज्यशासन व BBNL या तिघांमध्ये दि. १२ एप्रिल २०१३ रोजी त्रिपक्षीय समजुती करारनामा (Tripartite Memorandum of Understanding) करण्यात आलेला आहे. या योजनेमुळे राज्यात ग्रामपंचायत स्तरापर्यंत ऑप्टिकल फायबर नेटवर्कद्वारे Dedicated Bandwidth सह इंटरनेट ब्रॉडबैंड कनेक्टिव्हिटी मिळाल्यामुळे ई-गव्हर्नन्स / ई-पंचायत (संग्राम) प्रकल्पाच्या अंमलबजावणीस गतिमानता येणार आहे. तसेच ग्रामीण नागरिकांनाही विविध सेवा व सुविधा कमी श्रमात व कमी वेळात त्यांचे रहिवासी क्षेत्रात उपलब्ध करून देता येणे शक्य होणार आहे. राज्यात या प्रकल्पाची अंमलबजावणी टप्प्या टप्प्याने सुरू झालेली आहे. ही योजना राष्ट्रीय विकास योजना असल्याने राज्यातील पंचायती राज संस्थांच्या हितास्तव असल्याने महाराष्ट्र ग्रामपंचायत अधिनियम १९५८ च्या कलम १५३ (क) (पंचायतींना अनुदेश आणि निदेश देण्याचा राज्यशासनाचा अधिकार) व महाराष्ट्र जिल्हा परिषद पंचायत समिती अधिनियम १९६१ चे कलम २६ (१) राष्ट्रीय व राज्य विकास योजनांच्या हिताच्या दृष्टीने निदेश देण्याचे राज्यशासनाचे अधिकार यानुसार राज्यशासनास मिळालेल्या

सही
बाबत/जाबत
ब.प.अ.तुळजापूर
मु.उस्मानाबाद
८/१२/२०१४

कार्यालय
कार्यकारी अभियंता
महाराष्ट्र जीवन प्राधिकार
विभाग, उस्मानाबाद

पत्र पाठविणे
बाबत
उपलब्ध दि. १०/१२/१४
सा.ग.विभाग, उस्मानाबाद

२१/१२/१४
District Administration
District Collector
Zilla Parishad, Osmanabad

१०/१२/१४
बाबत/जाबत
२१/१२/१४

जिल्हा शासनाची कार्यवाही
८/१२/२०१४
दिनांक - ८/१२/२०१४
वर्ग -

महाराष्ट्रातील सर्व ग्रामपंचायतींना
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उपलब्ध करून देण्याबाबत.

महाराष्ट्र शासन

ग्राम विकास विभाग

शासन परिपत्रक क्रमांक संग्राम-२०१३/प्र.क्र. ५१/संग्राम कक्ष
बांधकाम भवन, मर्झवान पथ, फोर्ट,
मंत्रालय, मुंबई - ४०० ००१
तारीख: ५ ऑगस्ट २०१४

प्रस्तावना

केंद्रशासनाने नॅशनल ऑप्टिकल फायबर नेटवर्क (NOFN) या योजनेद्वारे देशातील जवळजवळ २,५०,००० ग्रामपंचायतींना ऑप्टिकल फायबर नेटवर्कद्वारे ब्रॉडबैंड इंटरनेट कनेक्शन उपलब्ध करून देण्याचा महत्वाकांक्षी प्रकल्प हाती घेतला आहे. यासाठी केंद्रशासनाने भारत ब्रॉडबैंड नेटवर्क लि. (BBNL) ही कंपनी स्थापन केलेली आहे. या योजनेसाठी Universal Service Obligation Fund (USOF) मधून निधी उपलब्ध करण्यात आलेली आहे. नॅशनल ऑप्टिकल फायबर नेटवर्क ही राष्ट्रीय संपत्ती म्हणून निर्माण करण्यात येत आहे. राज्यातील ग्रामपंचायत स्तरापर्यंत उच्च क्षमता व उच्च दर्जाची ब्रॉडबैंड इंटरनेट कनेक्टिव्हिटी (Dedicated Bandwidth सह) उपलब्ध करून देण्यात येत आहे. राज्यात या योजनेची अंमलबजावणी करण्यासाठी केंद्रशासन, राज्यशासन व BBNL या तिघांमध्ये दि. १२ एप्रिल २०१३ रोजी त्रिपक्षीय सामंजस्य करारनामा (Tripartite Memorandum of Understanding) करण्यात आलेला आहे. या योजनेमुळे राज्यात ग्रामपंचायत स्तरापर्यंत ऑप्टिकल फायबर नेटवर्कद्वारे Dedicated Bandwidth सह इंटरनेट ब्रॉडबैंड कनेक्टिव्हिटी मिळाल्यामुळे ई-गव्हर्नन्स / ई-पंचायत (संग्राम) प्रकल्पाच्या अंमलबजावणीस गतिमानता येणार आहे. तसेच ग्रामीण नागरिकांनाही विविध सेवा व सुविधा कमी श्रमात व कमी वेळात त्यांचे रहिवासी क्षेत्रात उपलब्ध करून देता येणे शक्य होणार आहे. राज्यात या प्रकल्पाची अंमलबजावणी टप्प्या टप्प्याने सुरू झालेली आहे. ही योजना राष्ट्रीय विकास योजना असल्याने राज्यातील पंचायती राज संस्थांच्या हितास्तव असल्याने महाराष्ट्र ग्रामपंचायत अधिनियम १९५८ च्या कलम १५३ (१) (पंचायतींना अनुदेश आणि निदेश देण्याचा राज्यशासनाचा अधिकार) व महाराष्ट्र जिल्हा परिषद पंचायत समिती अधिनियम १९६१ चे कलम २६ (१) राष्ट्रीय व राज्य विकास योजनांच्या हिताच्या दृष्टीने निदेश देण्याचे राज्यशासनाचे अधिकार यांनुसार राज्यशासनास मिळालेल्या

अधिकारांचा वापर करून राज्यशासन, सर्व जिल्हा परिषदा, पंचायत समित्या व ग्रामपंचायतींना या प्रकल्पाची सुरळीत अंमलबजावणी घ्यावी म्हणून उपरोक्त नमुब त्रिपक्षीय करारनाम्यात मान्य केलेल्या अटी व त्याअनुषंगाने ग्रामविकास विभागाच्या संबंधित खालील मार्गदर्शक सुचना या परिपत्रकाद्वारे देत आहे.

शासन परिपत्रक

केंद्रशासन, राज्यशासन व BBNL कंपनी यांमध्ये ठ. NOFN/ROW-१६ दि. १० एप्रिल, २०१३ रोजी झालेल्या त्रिपक्षीय करारनाम्यानुसार,

१. राज्यशासनाने BBNL या कंपनीला राज्यात ग्रामपंचायत स्तरापर्यंत ऑप्टिकल फायबर नेटवर्क टाकण्यासाठी सहमती बहाबली आहे व त्यानुसार प्राधिकृतही केले आहे.
२. नॅशनल ऑप्टिकल फायबर अंतर्गत ऑप्टिकल फायबर टाकण्यासाठी त्रिपक्षीय करारनामा झाल्यामुळे निशुल्क मार्ग हक्क (Right of Way) मिळणार असून इतर कोणत्याही प्रशासकीय विभागाची / यंत्रणेच्या पूर्व मान्यतेची आवश्यकता लागणार नाही.
३. राज्यशासनाने निशुल्क मार्ग हक्कासाठी दिलेली पूर्ण सहमती (Blanket Approval) ही राज्यशासनाच्या सर्व प्रशासकीय विभाग / यंत्रणा (शासकीय / निम-शासकीय यंत्रणा / ग्रामविकास विभाग / नगरविकास विभाग / दन विभाग / सार्वजनिक बांधकाम विभाग / महसूल विभाग / जलसंपदा विभाग / सर्व स्थानिक स्वराज्य संस्था / बीज महामंडळ / महामंडळे / प्राधिकरण इत्यादींना) यांचेवर बंधनकारक असेल.
४. ग्रामीण भागातील निशुल्क मार्गहक्कासाठी (Right of Way) कोणतेही परवाना अथवा पुनर्भरणा शुल्क शासन अथवा स्थानिक स्वराज्य संस्थांकडून आकारण्यात येणार नाहीत.

उपरोक्त बाबी लक्षात घेता ग्रामविकास विभाग पंचायती राज संस्थांना खालीलप्रमाणे मार्गदर्शक सुचना देत आहे.

१. पंचायती राज संस्था या अधिपत्याखालील जमीनीच्या खालून ऑप्टिकल फायबर केबल टाकण्यासाठी BBNL कंपनीकडून निशुल्क मार्गहक्कासाठी (Right of Way) कोणत्याही प्रकारचे परवाना शुल्क अथवा पुनर्भरणा शुल्काची आकारणी करण्यात येऊ नये.
२. NOFN अंतर्गत ऑप्टिकल फायबर केबल टाकण्यासाठी ग्रामसभा / आमसभा / सर्वसाधारण सभा किंवा कोणत्याही समिती अथवा प्राधिकरणाच्या पूर्वपरवानगीची आवश्यकता नाही.
३. पंचायती राज संस्थेच्या हद्दीतील केबल जोडणी पूर्ण होईपर्यंत BBNL कंपनीला संबंधित ग्रामपंचायत / पंचायत समिती / जिल्हा परिषदेच्या क्षेत्रात ७ x ७ चौ.फुटाच्या मर्यादेत जागा उपलब्ध करून

- दयावी. ही जागा शक्यतो ग्रामपंचायत कार्यालयात किंवा कार्यालयाच्या नजीक असावी. तसेच ग्रामपंचायत कार्यालयात केवळ जोडणीसाठी युपीएससाठी वीज पुरवठा उपलब्ध करून दयावा. यासाठी जागाभाडे / वीज पुरवठा शुल्क BBNL कडून देण्यात येईल.
४. या प्रकल्पा संबंधित कर्मचारी व प्रतिनिधींना संबंधित पंचायती राज संस्थांच्या क्षेत्रात / कार्यालयात प्रवेश देण्यात यावा.
५. ही योजना राष्ट्रीय विकास योजना आहे तसेच यातून राष्ट्रीय संपत्तीचे निर्माण होऊन सर्व ग्रामीण जनतेला हितकारक असल्याने सर्व ग्रामस्थ व अधिकारी, कर्मचारी व पदाधिकाऱ्यांनी सामंजस्य व सहकार्याची भूमिका ठेवावी.
६. BBNL कंपनीने जिल्ह्यात, तालुक्यात काम सुरू करण्यापूर्वी संबंधित मुख्य कार्यकारी अधिकारी, जिल्हा परिषद तसेच संबंधित गट विकास अधिकारी यांना पूर्वसूचना दयावी, त्यानुसार मुख्य कार्यकारी अधिकारी, जिल्हा परिषद यांनी गट विकास अधिकारी तसेच त्यांचे अधिपत्याखालील सर्व संबंधित ग्रामसेवक / अभियंता या सर्वांना आवश्यक त्या सुचना तात्काळ निर्गमित कराव्यात.
७. जिल्हा परिषद / पंचायत समिती / ग्रामपंचायतीच्या अधिपत्याखालील रस्ते / इमारत यांचे नुकसान झाल्यास दुरुस्त करून पूर्ववत करण्याची संपूर्ण जबाबदारी BBNL कंपनीची राहिल.
८. या प्रकल्प अंमलबजावणीला हेतूत: अडथळा आणण्याचा प्रयत्न केल्यास संबंधितांवर नियमानुसार कारवाई करण्यात येईल.

सदर शासन परिपत्रक महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध असून त्याचा संकेतांक २०१४०८०५१३२७१५२२२० असा आहे. हे शासन परिपत्रक डिजीटल स्वाक्षरीने साक्षात्कृत करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Santokh
Singh
Sandhu

Digitally signed by Santokh Singh Sandhu
DN: cn = Santokh Singh Sandhu, o = M. S. S.
Maharashtra, ou = Government of Maharashtra, ou = Rural Development Department
Reason: I am approving this
Date: 2014.08.13 13:44:28
+05'30'

(एस. एस. संधू)
प्रधानसचिव, महाराष्ट्र शासन

प्रत,

१. शासनाचे मुख्य सचिव
२. मा. राज्यपालांचे सचिव
३. मा. प्रधान सचिव, विधानमंडळ सचिवालय

४. मा. मुख्यमंत्री, यांचे प्रधान सचिव
५. मा. उपमुख्यमंत्री, यांचे प्रधान सचिव
६. शासनाचे सर्व अण्व. मुख्य सचिव / प्रधान सचिव / सचिव (सर्व प्रशासकिय विभाग)
७. सर्व विभागीय आयुक्त,
८. सर्व सहसंचिव/उपसचिव (ग्रामविकास विभाग)
९. सर्व जिल्हाधिकारी
१०. सर्व जिल्हा परिषदांचे मुख्य कार्यकारी अधिकारी
११. सर्व जिल्हा परिषदांचे अतिरिक्त मुख्य कार्यकारी अधिकारी
१२. सर्व जिल्हा परिषदांचे उपमुख्य कार्यकारी अधिकारी, (पंचायत/सा.प्र.वि.)
१३. सर्व पंचायत समित्यांचे गट विकास अधिकारी
१४. मुख्य परिचालन अधिकारी, BBNL
१५. मुख्य परिचालन अधिकारी, महाऑनलाईन
१६. मा. मंत्री (ग्रामविकास) यांचे खाजगी सचिव
१७. मा. राज्यमंत्री (ग्रामविकास) यांचे खाजगी सचिव
१८. राष्ट्रीय साहायक प्रधान सचिव (ग्र.वि), मा. प्रधान सचिव (ग्र.वि) यांचे जवळील कार्य
१९. निवड संसदीय शासन कक्ष, ग्रामविकास व पंचायत राज विभाग

प्रति,

सर्व अप्पर मुख्य सचिव, प्रधान सचिव, सचिव
मंत्रालयीन विभाग, मुंबई

विषय - महाराष्ट्रातील सर्व ग्रामपंचायतींना भारत ब्रॉडबैंड नेटवर्क लि.
(BBNL) मार्फत ऑप्टिकल फायबर आधारीत ब्रॉडबैंड कनेक्टिविटी
देण्याबाबत.

महोदय,

देशातील ग्रामिण भागातील जनतेला सार्वजनिक सेवा तत्पलब्ध करून देण्यासाठी सर्व ग्रामपंचायतींना ऑप्टिकल फायबर आधारीत ब्रॉडबैंड कनेक्टिविटी देण्याचे केंद्रशासनेने प्रस्तावित केले आहे. या प्रस्तावानुसार केंद्रशासन महाराष्ट्र शासन आणि भारत ब्रॉडबैंड नेटवर्क लि. यांच्यामध्ये त्रैमासिक करार दि. १२ एप्रिल, २०१३ रोजी करण्यात आला आहे. ग्रामिण भागातील जनतेला सार्वजनिक सेवा ग्रामपंचायती द्वारे ऑप्टिकल फायबर आधारीत ब्रॉडबैंड कनेक्टिविटी देण्यासाठी युनिक्सल सर्व्हिसेस ऑब्लीगेशन फंड (USOF) याचा वापर करण्यात येईल. तसेच हा प्रकल्प राबविण्यासाठी स्थापित करण्यात येणाऱ्या संस्थेला (BBNL) ग्रामपंचायतींमध्ये आवश्यक सुविधा देण्यात येणार आहे. हा प्रकल्प राबविण्यासाठी राज्याचा ग्राम विकास विभाग नोडल विभाग म्हणून काम करणार आहे. हा प्रकल्प राबविण्यासाठी ऑप्टिकल ब्रॉडबैंड कनेक्टिविटीचे जाळे संपूर्ण राज्यभर तयार करण्याकरीता ग्राम विकास विभाग, सार्वजनिक बांधकाम विभाग, वने, जलसंपदा विभाग, नगर विकास विभाग यांनी सहकार्य करायचे आहे. याकरीता प्रत्येक विभागाने या प्रकल्पासाठी नोडल ऑफिसरची नियुक्ती करावयाची आहे. ग्राम विकास विभागाने या प्रकल्पाच्या अंमलबजाणीसाठी प्रत्येक ग्रामपंचायतीमध्ये भारत ब्रॉडबैंड नेटवर्क लि. (BBNL) यांना जागा, विद्युत पुरवठा, पाणी तदनुषंगीक बाबी यांच्या सुविधा उपलब्ध करून द्याव्याचे आहे. तसेच ग्रामपंचायती कर्मचाऱ्यांनी योग्य ते सहकार्य देणे आवश्यक आहे.

वरील मुद्दना विचारात घेवून विभागाने आपल्या स्तरावर योग्य ती कार्यवाही करावी.

(राजेश आग्रवाल)

सचिव, माहिती तंत्रज्ञान

महाराष्ट्र शासन

no: CGMT/NORN/General Corr/41

dt: 16/11/2013

To
All SSA Heads (Except Goa),
Maharashtra Circle.

For Inf. and N/A. please.

AGM (NORN)
CO Mumbai

(TRIPARTITE Memorandum of Understanding)

AMONG

Department of Telecommunications, Government of India

AND

Government of Maharashtra

AND

Bharat Broadband Network Limited

MoU No.NOFN/RoW-16

DATED 12.04.2013

MEMORANDUM OF UNDERSTANDING

Made on this 12th day of April, 2013 among

Department of Telecommunications, Government of India (hereinafter referred to as "**Central Government**") under the administrative control of Ministry of Communications & Information Technology having its office at Room no. 319, Sanchar Bhawan, Ashoka Road, Delhi - 110117 (hereinafter referred to as "**DoT**") which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the **First Part**,

AND

Bharat Broadband Network Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sanchar Bhawan, New Delhi (hereinafter referred to as "**BBNL**") which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **Second Part**

AND

Government of Maharashtra (hereinafter referred to as "**State Government**") which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the **Third Part**.

WHEREAS the Central Government has proposed to establish an Optical Fiber based network for Broadband connectivity to Panchayats for Universal Services to rural population of the country and accordingly cabinet has approved vide cabinet memo no. 37/CM/2011(i) dated 28.10.2011 for creation of National Optical Fiber Network (hereinafter referred to as "**NOFN**") as a National Asset, for providing Broadband to Panchayats. The objective is to extend the existing optical fiber network to Panchayats by utilizing the Universal Services Obligation Fund (USOF) and creating an institutional mechanism for management and operation of NOFN for non-discriminatory access to all service providers. WHEREAS the

DOT intends to undertake the execution of the NOFN project (hereinafter referred to as the "Project") through creation of an SPV, the BBNL, on the terms & conditions contained in this agreement and Guideline for NOFN Issued by Department of Telecommunications from time to time.

AND WHEREAS BBNL, the Execution Agency of the project will facilitate dissemination of information by Central/ State government for overall development of the state through creating and/ or upgrading the telecommunication/ information infrastructure in Gram Panchayat.

NOW IT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO as follows:-

1.0 The Tripartite **Agreement** is signed between Government of India, Bharat Broadband Network Limited and Government of Maharashtra for the implementation of project in letter and spirit.

2.0 The **Central Government** has approved the formation of **Executing Agency** vide cabinet approval no. 37/CM/2011(i) dated 28.10.2011 and vide letter no.4/4/2009-Policy-I(pt.) dated 16.11.2011 of Department of Telecommunications for implementation, operation and maintenance of the Project under administrative control of the Department of Telecommunications (DoT). BBNL has been formed and designated as Executing Agency.

3.0 Objectives of Project

The scope of work in project includes

- a) connecting the gram panchayats of India on Optical fiber using the fiber(s) of other PSUs/TSPs and/or laying incremental fiber network for providing the broadband connectivity.
- b) setting up of suitable telecom network on this national optical fiber network for enabling of various types of applications in the gram panchayats / villages.
- c) operation and maintenance of this project in accordance with the Central Government /DoT guidelines;

Responsibilities of parties towards Installation, Operation and Maintenance of the Project

4.0 CENTRAL GOVERNMENT

- 4.1 Central Government has formed a CPSU, BBNL, under the administrative control of Department of Telecommunications, Ministry of Communications and Information Technology as executing agency.
- 4.2 The **Central Government** shall issue the guidelines and modalities of formulating/ implementing projects under the programme from time to time.
- 4.3 The **Central Government** will finance the project through USO Fund.
- 4.4 The **Central Government** through DoT/ High Level Committee shall monitor and review the implementation of the Scheme and BBNL will execute, monitor the

implementation and provide connectivity to State Govt. / Telecom service providers to roll out different types of telecom services.

- 4.5 The Central Government shall approve the guidelines for operationalisation of various components of the scheme including mechanism for payment of fees to Execution Agency.

5.0 BBNL, the execution agency

- 5.1 BBNL will provide the connectivity / Bandwidth on OFC media by tapping at suitable point of existing OFC of BSNL/ Railtel / PGCIL or by laying OFC.
- 5.2 BBNL will undertake all works related to laying of new Optical Fiber to reach Gram Panchayat. The work of reinstatement will be done in such a manner that best of the efforts should be made to bring the original position of the dug surfaces along the road side. Maximum efforts should be made to avoid the road cutting. HDD or Horizontal boring methods will be explored to cross the pacca road, if crossing is necessary, to minimize the damage of the road.
- 5.3 BBNL will coordinate with State Government for all activities related to Right of Way.
- 5.4 BBNL can further provide OFC based connectivity to any Telecom service Provider / Internet Service Provider/ any information based service provider in the rural area.
- 5.5 BBNL will bear the cost of space rented in Gram Panchayat Bhawan or any other location and also power consumed for the said purpose.

6.0 Union Territory/ State Government :

State Government/UT will act as a facilitator for providing NOFN services and will ensure the following

- 6.1 Designate a nodal department to coordinate with BBNL for implementation of NOFN Project in the State/Union Territory.
- 6.2 No RoW Charges including reinstatement charges will be levied by any State Government, their local bodies, companies or agencies as the information highway proposed to be created through National Optical Fiber Network for broadband connectivity to Panchayats is primarily for the benefit of the local communities to Panchayats and State Governments. This support will be considered as contribution of the State Government towards this project as a larger good for ensuring the time bound implementation of the programme and to avoid any delays in grant of RoW permission.
- 6.3 The State Government through its competent authority will issue blanket approval to BBNL authorizing it for laying OFC without further need of RoW permission under the State agencies & electric utilities in the State for the NOFN Project during installation as well as operation and maintenance phase i.e. life cycle of the project.

- 6.4 The blanket approval for RoW should be applicable to the all State Government agencies like PWD/ RES/ Forest* / Municipality/ Panchayat authorities / Electricity Boards / Irrigation / Private Electricity Distribution Agency etc. as applicable.

(* subject to adherence to provisions of Forest Conservation Act wherever applicable)

- 6.5 **State Government**, will provide space and power at Gram Panchayat Bhawan or any other suitable location on cost basis for equipment placement and smooth operation of the NOFN project as required.

- 6.6 **State Government**, will provide unhindered access to BBNL's staff or its representative in Panchayat Bhawan or any other suitable location for operation/maintenance.

- 6.7 This agreement will be valid for operation and maintenance of the OFC Network.

7.0 Advantage to State Government

- 7.1 Panchayats are the constitutionally mandated 3rd tier of government and key institutions for local self government in the rural areas. Coverage of Panchayats with Broadband internet connectivity has a great potential for empowering rural masses by giving them access to information, public services including those of education, health and financial inclusion.

- 7.2 Bandwidth requirement for Panchayats will be higher due to sharing of connectivity and extensive use of audio / video applications

- 7.3 The network can be used for service delivery platform for payment, enrollment and registration for targeting benefits to BPL category, MNREGA, PDS, certificates for birth/ death/ income, land records and registration effectively and efficiently by electronic means.

- 7.4 State government can develop e-office for delivery of document management system, collaborative messaging, e-file, record management, project and task management, RTI, Parliament Questions, court cases, public grievances, inventory and stores, administration, Human resource, budget monitoring, circulars, events, notices, etc taking into consideration of Panchayats and rural citizen.

- 7.5 Other applications for the Panchayats are Government schemes, Planning, Management, Monitoring, Payments, Education, Health, Employment, Agriculture and Commerce.

- 7.6 Further with the help of central government standardized ICT Systems & Services state government can get robust & reliable National Network, improved efficiency & reduced costs, improved Centre-State co-ordination, improved co-ordination among states, sharing of best practices, better planning, visibility & monitoring of development, enhanced Cyber Security & Data Control, improved public service & delivery at Panchayats and improved productivity, efficiency & reduced cost.

8.0 Benefit to Panchayats.

- 8.1 Citizens resident in Panchayats' will get easy and convenient access to public services on education, health, security, employment, agriculture, banking, pension, transport, energy, legal, etc.

- 8.2 They will get access to and awareness on government schemes in a transparent manner and with transactions in real time, improved Government interface and enhanced Governance experience leading to citizen's empowerment.

9.0 Benefits to Government of India

- 9.1 Central Government will get standardized, secure, scalable, future proof & reliable National ICT Network & Systems. Re-engineered processes based on leading best practices, Robust & Reliable common National ICT infrastructure.
- 9.2 Central Government will be able to ensure efficient delivery of centrally sponsored schemes, enhanced access, transparency and accountability at Central & State information repository on people, places and programmes for improved planning, monitoring and implementation of Central Schemes and enhanced inputs for planning process at all levels.
- 9.3 Better Centre-State interface for information sharing and collaboration will improve public faith in the Government system as a whole and improved productivity, efficiency & reduced cost of the central schemes for welfare of citizen.

10.0 Confidentiality

All parties acknowledge the confidentiality of the information, which may be exchanged between the parties from time to time as being essential to this MOU and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as is:

- o Part of the public domain at the time of disclosure or
- o Required to be disclosed by official authorities in accordance with the applicable laws.

11.0 Arbitration and applicable law:

- 11.1 The parties hereby agree that any controversy, claim or dispute arising out of the interpretation, application or in connection with this MOU which cannot be resolved amicably, shall be referred to Secretary (Telecom), Govt. of India whose decision shall be final and binding on all parties. All disputes will be resolved as per the Government of India policies and applicable Indian Laws.

- 11.2 All three parties shall not use logos, trademarks and intellectual property of each other.

12.0 Force Majeure:

No failure or omission by either party to carry out or observe or perform any of the terms and conditions of this agreement shall give rise to any claim against such party or be deemed a breach of this MOU if such failure or omission arises from an act of God, act or omission of Government, War or Military operation, accidents, national or local emergency, fire, lightning, explosion, flood, Inclement weather, equipment failure or any other cause whether similar or dissimilar outside such Party's control.

- 13.0 **Validity:** This MOU shall come into force upon signature by all three parties and shall be valid for entire life cycle of the project.

14.0 Termination

- 14.1 This MOU can be terminated under extreme exigency conditions by the concerned parties under mutual agreement.
- 14.2 In case of war/hostilities, second party based on operational requirements towards national security can suspend the MOU by giving three months' notice to the first party and can resume the same at the end of the war/hostilities.

<p>SIGNED AND DELIVERED BY (on behalf of MINISTRY OF Communication & Information Technology Govt. of India)</p> <p>Signature <u>Umashankar</u></p> <p>Name & Designation <u>(V. UMASHANKAR)</u></p> <p>Address <u>Joint Secretary (IT), Department of Telecomm. Govt. of India New Delhi</u></p>	<p>in the presence of</p> <p>Signature <u>[Signature]</u></p> <p>Name & Designation <u>I. S. SASTRY</u></p> <p>Address <u>J.A.T., USAF, D.O.T.</u></p>
<p>SIGNED AND DELIVERED BY (on behalf of STATE GOVT. OF Maharashtra)</p> <p>Signature <u>[Signature]</u></p> <p>Name & Designation <u>Rajesh Agarwal</u></p> <p>Address <u>Secretary, IT, Maharashtra, Mumbai</u></p>	<p>in the presence of</p> <p>Signature <u>[Signature]</u></p> <p>Name & Designation <u>Pravin Mallick</u></p> <p>Address <u>Resident, Communications, Govt of Maharashtra, New Delhi</u></p>
<p>SIGNED AND DELIVERED BY (on behalf of BBNL)</p> <p>Signature <u>[Signature]</u></p> <p>Name & Designation <u>PRADEEP KUMAR ADARYAL</u></p> <p>Address <u>निदेशक (योजना) / Director (Planning) भारत निवेशक नेटवर्क लिमिटेड भारत सरकार का एक उपक्रम (A Government of India Enterprise)</u></p>	<p>in the presence of</p> <p>Signature <u>[Signature]</u></p> <p>Name & Designation <u>M.K. CALAUKHAN</u></p> <p>Address <u>Sr. GM (Project) BBNL</u></p>

7

महाराष्ट्र शासन

क्र. ओएफसी-२०१३/प्र.क्र.१७८/रस्ते-७

सार्वजनिक बांधकाम विभाग,
मादाम कामा मार्ग,
हुतात्मा राजगुरू चौक,
मंत्रालय, मुंबई-४०० ०३२,
दिनांक: १२.०९.२०१४.

प्रति,

मुख्य अभियंता,
सा. बां. प्रादेशिक विभाग,
मुंबई/पुणे/नागपूर/नाशिक/औरंगाबाद/अमरावती

मुख्य अभियंता,
सा. बां. (विशेष प्रकल्प) विभाग,
मुंबई.

मुख्य अभियंता,
राष्ट्रीय महामार्ग (सा. बां.),
कोकण भवन, नवी मुंबई.

**विषय : Regarding permission for laying Optical Fiber under
National Optical Fiber Network Project (NOFN).**

संदर्भ : शासन पत्र समक्रमांक दि.१२.१२.२०१३.

- १) उपरोक्त विषयाबाबत प्रधान सचिव, माहिती व तंत्रज्ञान संचालनालय, मंत्रालय यांच्या दि.०९.०९.२०१४ रोजीच्या पत्राची प्रत माहिती व पुढील कार्यवाहीस्तव सोबत पाठवीत आहे.
- २) महाराष्ट्रातील सर्व ग्रामपंचायतींना भारत ब्रॉडबैंड नेटवर्क लि. (BBNL) मार्फत ऑप्टिकल फायबर नेटवर्कच्या आधारे ब्रॉडबैंड कनेक्टिव्हिटी उपलब्ध करून देण्याबाबत केंद्रशासन राज्यशासन व BBNL या तिघांमध्ये दि.१२ एप्रिल २०१३ रोजी त्रिस्तरीय सामंजस्य करारनाम (Tripartite Memorandum of Understanding) करण्यात आलेला आहे. सदर करारनाम्याची प्रत संदर्भाधीन शासन पत्रान्वये आपणास पाठविण्यात आलेली आहे. आता माहिती व तंत्रज्ञान संचालनालयाकडून प्राप्त झालेल्या दि.०९.०९.२०१४ रोजीचे पत्रामध्ये

उपरोक्त करारनाम्यातील प्रमुख तरतुदी उद्धृत केल्या आहेत. त्यातील महत्वाचे मुद्दे पुढीलप्रमाणे आहेत.

अ) सार्वजनिक बांधकाम विभागाच्या अधिपत्याखालील जमिनीच्या खालून ऑप्टिकल फायबर केबल टाकण्यासाठी भारत ब्रॉडबॅण्ड नेटवर्क लि.कंपनीकडून निःशुल्क मार्गहक्कासाठी (Right Of Way) कोणत्याही प्रकारचे परवाना शुल्क अथवा पुनर्भरणा शुल्काची आवश्यकता करण्यात येऊ नये.

ब) नॅशनल ऑप्टिकल फायबर नेटवर्क (NOFN) या योजनेतर्गत ऑप्टिकल फायबर केबल टाकण्यासाठी भारत ब्रॉडबॅण्ड नेटवर्क लि. या कंपनीस सार्वजनिक बांधकाम विभागाच्या अधिपत्याखालील प्राधिका-यांच्या पूर्व परवानगीची आवश्यकता राहणार नाही.

क) या प्रकल्प अंमलबजावणीला हेतुतः अडथळा आणण्याचा प्रयत्न केल्यास संबंधितांवर नियमानुसार कारवाई करण्यात येईल.

३) सदर करारनाम्यातील तरतुदी तसेच खाली नमूद केलेल्या बाबी आपल्या कार्यालयाच्या अधिनस्त असलेल्या सर्व क्षेत्रीय कार्यालयांना कळविण्यात याव्यात.

अ) भारत ब्रॉडबॅण्ड नेटवर्क लि.कंपनीने सार्वजनिक बांधकाम विभागाच्या अधिपत्याखालील जिल्हा/तालुक्यातील जमिनीत/रस्ता हद्दीत काम सुरु करण्यापूर्वी संबंधित मुख्य अभियंता, अधिक्षक अभियंता, व कार्यकारी अभियंता यांना पूर्वसूचना द्यावी. त्यानुसार मुख्य अभियंता यांनी त्यांचे अधिपत्याखालील सर्व कार्यालयांना आवश्यक त्या सूचना तात्काळ निर्गमित कराव्यात.

ब) नेटवर्क टाकण्याचे काम पूर्ण झाल्यानंतर सार्वजनिक बांधकाम विभागाच्या अधिपत्याखालील जमिन/रस्ता/पदपथ/इमारत यांचे नुकसान झाल्यास ते दुरुस्त करून पूर्ववत करण्याची संपूर्ण जबाबदारी भारत ब्रॉडबॅण्ड नेटवर्क लि.कंपनीची राहिल.

क) त्यानुसार सदर जमिन/रस्ता/पदपथ/इमारत समाधानकारकरित्या पूर्ववत केल्याची खातरजमा संबंधित कार्यकारी अभियंता करावी व त्याबाबतचा अहवाल अधिक्षक अभियंता यांचेमाफत मुख्य अभियंता यांना सादर करावा.

- ड) तसेच केबल टाकताना त्या ठिकाणी रस्त्यावरील वाहतूक सुरळीत राहील याची शक्ती कंपनीने घ्यावयाची आहे.
- इ) ऑप्टिकल फायबर केबल ज्या ठिकाणी रस्त्यांना छेवून टाकण्याचे प्रस्तावित आहे त्या ठिकाणी horizontal drilling करून आर.सी.सी. Conduit pipe टाकून काम करावे.
- फ) ऑप्टिकल फायबर केबल टाकण्यासाठी खोदकाम घालून असताना रस्त्याच्या कडेचे झाडे तोडणे अनिवार्य असल्यास भारत ब्रॉडबैंड नेटवर्क लि. कंपनीने संबंधित सक्षम प्राधिकरणाची पूर्व परवानगी मिळवावी.
- च) या यंत्रात दिलेल्या सूचना केवळ भारत ब्रॉडबैंड नेटवर्क लिमिटेड या कंपनीसाठीच लागू राहतील. इतर कंपनीकरीता नेहमीची प्रचलित पध्दत अवलंबविण्यात यावी.

उपस्थित
(ड.प्र.देवडवार)
उप सचिव

प्रत,

- १) मुख्य महाप्रबंधक (प्रोजेक्ट) महाराष्ट्र, बीएसएनएल प्रशासकीय भवन, बीएसएनएल टेलिकॉम कॉम्प्लेक्स, जुहू रोड, सांताक्रुझ (पश्चिम), मुंबई-५४, cgmmahbbnl@gmail.com
- २) मुख्य महाप्रबंधक (प्रोजेक्ट) महाराष्ट्र, बीएसएनएल प्रशासकीय भवन, बीएसएनएल टेलिकॉम कॉम्प्लेक्स, जुहू रोड, सांताक्रुझ (पश्चिम), मुंबई-५४.
- ३) मुख्य महाप्रबंधक (प्रोजेक्ट-II) महाराष्ट्र बीबीएनएल, बीएसएनएल प्रशासकीय भवन, बीएसएनएल टेलिकॉम कॉम्प्लेक्स, जुहू रोड, सांताक्रुझ (पश्चिम), मुंबई-५४.
- ४) www.mahapwd.com
- ५) श्री. मुकेश सोनकुवर, sotech1.it@maharashtra.gov.in
- ६) श्री. प्रशांत पाटील, cgmbbnlmh2@gmail.com



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus,
A-5, Sector-62,
Noida-201301.

F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22nd November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

Subject: Accommodation of Public and Industrial Utility Services along and across National Highways – Policy guidelines regarding.

Sir,

The Government has realized that development of infrastructure across the Country on a sustainable and integrated manner continues to be an imperative for improving the state of economy, enhancing quality of life of the citizens and ensuring equitable development throughout the country.

Land being among the most precious of natural resources available, optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility services. This may be achieved through granting permissions for laying utility services along and/or across the ROW. However, environment and safety of the road users are the prime factors in deciding permission for utility services. Permission may be denied, if it is not feasible to ensure safety and environment through requisite safeguards. The Administration of ROW, has been defined in the National Highway Land and Traffic Control Act 2002 and relevant Rules 2004.

Keeping in view the need for consistency and clarity, in supersession of all the instructions contained in the earlier previous circulars on the subject, following guidelines shall apply for accommodation of Utility Services along and across National Highways.

2. Laying of Utility Services along the National Highways:

- 2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

Manoj Kumar

Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 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.

5. Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.

License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.

5.1 The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Outer diameter/width of the concerned utility line X length

5.2 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters/ junction boxes etc.

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Projection of utility on the ground including area of support system/tower

However, for public utilities, area below the support system/tower shall only be charged.

5.3 Fee shall have to be paid in advance for the period for which permission is granted. 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.

5.4 A system to redress grievances and to consider relaxation from the guidelines, in exceptional cases, shall be notified separately and shall be effective from the date of notification.

6. All required restoration, maintenance work subsequent to laying of utility services 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. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

M. K. Kumar

Public Utility provider and Industrial infrastructure

A. Public Utility Provider

* Public Utility Provider in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

B. Eligible activities for Industrial Units or 'Industrial Infrastructure'

Industrial Infrastructure in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility.

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 fulfillment 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. 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.

- 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;

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 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 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 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

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 HTE BOARD OF DIRECTORS IN THE
MEETING HELD ON _____

IN THE PRESENCE OF (WITNESSES):

1.

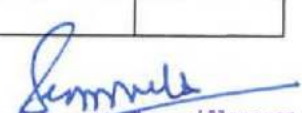
2.

CHECK-LIST

Check list for getting Approval for laying OFC cable by BBNL, Pune, MH on NH Land

Sr. No	Item	Information/ Status	Remarks
1	General Information	Maintenance of Optical fiber cable	
1.1	Name and Address of the Applicant/Agency	BBNL Pune	
1.2	National Highway Number	NHAI-211	
1.3	State	Maharashtra	
1.4	Location	Sangvi(Mardi)	
1.5	(Chain age in km)	34/000 km to 35/200 km	
1.6	Length in Meters	1200 Meter	
1.7	Width of available ROW	Yes	
	(a) Left side from center line towards increasing chainage/ km direction	NA	
	(b) Right side from center line towards increasing chainage/ km direction	13 Meter	
1.8	Proposal to lay underground Optical fiber cable	Laying of Optical fiber cable	
	(a) Left side from center line towards increasing chain age/ km direction		
	(b) Right side from center line towards increasing chain age/ km direction	13 Meter	
1.9	Proposal to acquire land	NA	
	(a) Left side from center line		
	(b) Right side from center line		
1.10	Whether proposal is in the same side where land is not to be acquired	Yes	
	If not then where to lay the cable		
1.11	Details of already laid services, if any, along the proposed route		
1.12	Number of lanes (2/4 / 6/8 lanes) existing	4 Lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)		
1.14	Service road existing or not	Yes	
	if yes then which side	Left	
	(a) Left side from center line	<u>13M</u>	

	(b) Right side from center line		
1.15	Proposed Service Road		
	(a) Left side from center line		


 महाप्रबन्धक (परिचालन-IV) / General Manager
 भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
 २ वीं मंजिल, दुरधनी केंद्र, २ वीं मंजिल, टेल. एक्चेंज बिल्डिंग.
 बाणेर रोड, दुरधनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411045

	(b) Right side from center line		
1.16	Whether proposal to lay OFC Cable BBNL, Pune, MH is after the service road or between the service road and main carriageway	After the service road or between the service road and main road	
1.17	The permission for lying of Water Supply OFC Cable shall, be considered for approval / rejection based on the Ministry Circulars mentioned as above.	Not applicable	
	(a) Carrying of sewage/gas OFC Cable son highway bridges shall not be permitted as FL limes/gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.	Not applicable	
	(b) Carrying of water OFC Cable son bridges shall also be, discouraged. However, if the water supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized, they may be permitted to carry the pipeline on independent superstructure, supported on extended portions of piers and abutments in such a manner that in the final arrangement enough free spade around the superstructure of the bridge remains available for inspection and repairs , etc		
	(c) Cost of required extension of the substructure as well as that of the supporting superstructure shall be borne by the agency-in-charge of the utilities.		
	(d) Services are not being allowed indiscriminately on the parapet/any part of the bridges, Safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with the concurrence of the Ministry's Project Chief Engineers only.	Not applicable	
1.18	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	NA	
	(a) Existing drainage structures shall not be allowed to carry the lines.		
	(b) Is it on a line normal to NH		
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing _ structures	NA	
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cistern, or 1-einforced cement concrete and have an adequate strength and be large enough to pe1-misread withdrawal of the carrier pipe/ cable.	NA	



महाप्रबंधक (परियोजना-IV) General Manager

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बॉम्बे ४०३, टुअरन्ती बिल्डिंग, पुणे-४११००५, Baner Road, Pune- 411045

	(e) Ends of the casing/conduit pipe shall sealed from the outside, so that it does not act as a drainage path.	NA	
	(f) The casing/conduit pipe should, as minimum 1 extend from drain to drain in cuts and toe of slope toe of slope in the fills.	NA	
	(g) The top of the casing/ conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.	OFC will laid at 1.65 meter depth	
	(h) Casing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes	
	(i) The casing/ conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.		
2	Document/ Ordains enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep 0.3m wide)		
	(i) Should not be greater than 60 Cm wider than the outer diameter of the pipe	Yes	
	(ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the center-lines of the nearest carriageway	Yes	
	(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges	NA	
	(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not obstruct drainage of the road land.		
2.2	Cross section showing the size of pit and location of cable for HDD method	2M x 2M x 2M	
2.3	Strip plan/ Route Plan showing OFC Cable BBNL, Pune, MH, Change, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Attached	
2.4	Methodology for laying of showing OFC Cable BBNL, Pune, MH.	HDD/JCB	
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench		
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	30 cm	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface	Ok	


महानगरपालिका (महानगरपालिका-IV) General Manager

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बानेर रोड, दुरध्वनी केंद्र, पणे-४११००४ Baner Road, Pune. 411004

without sudden change in the bearing value.

	Unsuitable soil and rock edged should be excavated and replaced by selected material		
	The backfill shall be completed in two stages (i) side -fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Ok	
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering 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. (e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	NA	
2.4.2	Horizontal Directional Drilling (HDD) Method	HDD/JCB	
2.4.3	Laying of OFC Cable BBNL, Pune, MH through CO works and method of laying		
	(a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of way as possible up-to a distance of 30 m from the bridge and subject to all other stipulations contained in this Ministry's guideline" s issued with letter No.NH-HI/P/66/76 dated 19.11.1976.	Yes	
3	Draft License Agreement signed by two witnesses		

सहास्रबंधक (परियोजना-IV) General Manager

महाराष्ट्र ब्रॉडबैंड नेटवर्क लिमिटेड/ Maharashtra Broadband Network Ltd.

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4	Performance Bank Guarantee infamous of NHAI has to be obtained @ Rs 0/- per running meter (parallel to NH) and Rs 1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/ making good the excavated trench for laying the cables/ ducts by proper filling and compaction, clearing debris/ loose earth produced due to execution of trenching at least Some away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/ loose earth.	Not applicable as blanket permission was available as per agreement.	
4.1	Performance BG as per above is to be obtained.	Ok	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Yes	
5	Affidavit/ Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes	
5.2	Renewal of Bank Guarantee	NA	
5.3	Confirming all standard condition of NHAI's guideline	Yes	
5.4	Shifting of OFC Cable BBNL, Pune, MH as and when required by NHAI at their own cost	Yes	

5.5	Shifting due to 6 lining / widening of NH		
5.6	Indemnity against all damages and claims clause(XXIV)	Yes	
5.7	Traffic movement during laying of OFC Cable BBNL, Pune, MH to be managed by the applicant	Yes	
5.8	If any claim is raised by the Concessionaire then the Same has to be paid by the applicant	Yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing OFC Cable BBNL, Pune, MH located in the National highway right-of-ways.	Yes	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying g, maintenance or shifting of the Water Supply OFC Cable will be borne by the agency owning the line.	Yes	


महानगर (उपनिवेश-IV) General Manager

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5.11	If the NHAI. considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes	
5.12	Certificate from the applicant in the following format (i) Laying of Water Supply pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic.(ii) for 6-lining "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time, as will be stipulated by NHAI" for future six-fanning or any other development."	Yes	
6	Who will sign the agreement on behalf of OFC Cable BBNL, Pune, MH agency	General Manager ,BBNL,Pune	
7	Certificate from the Project Director		
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH- 111/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW /NH - 11037/1 /86-DOI (ii) dated 19.1.1995, Ministry Circular No. RW /NH-34066/2 /95/ S&R dated 25.10.1999 and Ministry Circular No. RW /NH - 34066/7/2003 S&R (B) dated 17.9.2003	(Yes/No)	
7.2	Certificate from PO in the following format (i) "It is certified that any other location of the Water Supply pipe line would be extremely difficult and unreasonable cost and the installation of Water Supply pipeline within ROW will not adversely affect the design, stability & traffic safety of neither the high way nor the likely future improvement.	(Yes/No)	
	such as widening of the carriageway easing of curve etc.(ii) for 6-lining (a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-lining based on the (feasibility report) considering proposed structures at the said location". (b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-lining".		


 सहायक (परिचालन-IV) / General Manager
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8	If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. <i>"The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of[----- section from Km ----- to Km ----- of NH No.- ---on Build, Operate and Transfer Basis] and therefore , the Licensee shall honor the same."</i>		
9	Who will supervise the work of laying of OFC Cable BBNL, Pune, MH	BBNL Pune	
10	Who will ensure that the defects in road portion after lying of OFC Cable BBNL, Pune, MH are corrected? And if not corrected then what action will be taken.	BBNL Pune	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire?	BBNL Pune	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed preform I copy_ enclosed).		
13	If any previous approval is accorded for laying of underground OFC Cable BBNL, Pune, MH then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	N/A	


(S. N. Deshmukh) ITS

GM Project (IV) BBNL MH
BBNL, Pune

सहाय्यक (परियोजना-IV) / General Manager

भारत ब्रोडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

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महाराष्ट्र MAHARASHTRA

2021

YX 670527

ज्या कायदासाठी ज्यांनी मुद्रांक घेतले ते त्यांच्या कारणासाठी
तो स्टॅम्प घ्यावा लागतो. असा दावा करायचा आहे.
दस्तावेजावर / अनुदानावर / फक्त प्रतिज्ञापत्रासाठी
दस्त नोंदणी करायला लागत का
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :
मिळकतोचे दर्शन :
मोबदला रक्कम :
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : G.M. BBNL Pune
दुसऱ्या पक्षकाराचे नाव :
हस्त असल्यास नाव व पत्ता :
मुद्रांक शुल्क रक्कम : 100
मुद्रांक विक्री नोंद वही अनु. क्रमांक : 7696 दि. 25 OCT 2021
मुद्रांक विकत घेणाऱ्याची सही :
परवानाधारक मुद्रांक विक्रेत्याची सही / पत्ता /
परवाना क्रमांक :
The Pune Lawyers Consumer's
Co-op Society Ltd., Pune-5
LIC. No. 2201111



AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

Agreement to lay Telecom cable / OFC cable / ducts From to Km of 34/000 to KM 35/200 (distance 1200) Meter on NH- 211 land.

Semonech
महामंडळ (मिडिल-IV) / General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
२ वी मंजिल, दुरावनी केंद्र / 2nd Floor, Tel. Exch Bldg.
बाणेर रोड, दुरावनी रोड, पुणे-४११००५, Baner Road, Pune- 411045

This Agreement made this _____ day of _____ (month) of _____ (year) between acting in his executive capacity through **National Highway Authority of India** (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 **Bharat Broadband Network Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at **3rd Floor Office Block-I , East Kidwai Nagar New Delhi** (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assigns on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in **Km of 34/000 to KM 35/200 (distance 1200) Meter on NH- 211 land ROW** Whereas the Licensee proposes to lay Telecom cable / OFC cable /ducts etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from **Chainage No Km of 34/000 to KM 35/200 (distance 1200) Meter on NH- 211 land (Sangvi Mardi GP route) distance 1200 Meter** of road.

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 witness eth 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 fulfillment 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.



सहायक (परिचालन-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

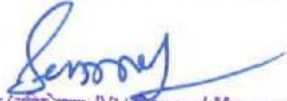
२ वीं मंजिल, दुरधनी केंद्र 2nd Floor, Tel. Exch Bldg.

बाणेर रोड, दुरधनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411005

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 meter 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.


महामंडल (परियोजना-IV)/ General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.
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बाणेर रोड, दुरध्वनी केंद्र, पुणे-४११०४५, Baner Road, Pune- 411045

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. Atypical 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 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 meter / 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


महाराष्ट्र ब्रॉडबैंड नेटवर्क लिमिटेड (पब्लिक लिमिटेड) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

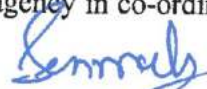
२ वीं मंजिल, दुरध्वनी केंद्र / 2nd Floor, Tel. Exch Bldg.

बाजोर रोड, दुरध्वनी केंद्र, पुणे-४११०४५, Baner Road, Pune- 411045

- 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 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


महानिदेशक (परियोजना-IV)/ General Manager
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बाजरे रोड, दुरधनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411046

- 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 fresher 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 are 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 geo tagged photo graphs 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 authorize 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


महामंड्यक (परियोजना-IV) General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.
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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 in either be entitled to any compensation for any loss caused to it by such cancellation not 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 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 50 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.

44. " The permitted highway on which Licensee has been granted to the right to lay Cable/Duct gas also been granted as a right of way to the concessionaire under the concession agreement for up gradation of from **Km of 34/000 to KM 35/200 (distance 1200) Meter on NH- 211 land** (Sangvi mardi GP route), on build operate and transfer basis and therefore, the Licensee shall honor the same"

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


सहसंचालक (परिचालन-IV) / General Manager
राज्य ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
२ वीं मंजिल, दुरध्वनी केंद्र २रां Floor, Tel. Exch Bldg.
बाणेर रोड, दुरध्वनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411045

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 **Bharat Broadband Network Limited (LICENSEE)**

BY SHRI (S. N. DESHMUKH) ITS, General Manager BBNL Project-IV, Pune.

**S.N. DESHMUKH) ITS
General Manager BBNL Pune**

महामंडल (परियोजना-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

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बाणेर रोड, दुरधनी केंद्र, पुणे-४११०४५, Baner Road, Pune- 411045



महाराष्ट्र MAHARASHTRA

2021

YX 670529

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प ६ महिन्यांच्या आत वापर करायचा आहे.

दस्तावापरकार/ अनुष्ठान क्रमांक : फक्त प्रतिज्ञापत्रासाठी

दस्त नोंदणी करणार आहेत का : नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :
मिळकतीचे वर्णन :

पोस्टदला रक्कम : पोस्टाक विकत घेणाऱ्याचे नाव व पत्ता : Dr. M. BBNL Pune

मुद्रांक पक्षकाराचे नाव :

हस्त असल्यास नाव व पत्ता :

मुद्रांक शुल्क रक्कम : 100
मुद्रांक विक्री नोंद वही अनु. क्रमांक : 7698 दि. 2-5-10-2021

मुद्रांक विकत घेणाऱ्याची सही :

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/ परवाना क्रमांक :

The Pune Lawyers Consumer's Co-op Society Ltd., Pune-5
LIC. No. 2201111



UNDERTAKING

We, Bharat broadband Network Limited having its registered office 2th Floor BSNL telephone exchange near Bata showroom Banner road, Banner.

Subject : - Permission for laying Optical Fibre Cable along NH-211 (TULJAPUR-SOLAPUR) from K.M. 34/000 to 35/200 for the total length 1.2 KMs on NH-211 on NH, in the state of Maharashtra.

महानिबंधक (परिचालन-IV) General Manager

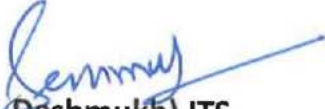
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वी मंजिल, दुरध्वनी केंद्र, २ वी मंजिल, टेल. एक्च. ब्लॉक

बाणेर रोड, दुरध्वनी केंद्र, पुणे-४११००५, बाणेर रोड, पुणे-४११००५

CERTIFICATE:-

- i) Laying of Optical Fibre Cable underground line will not have any deleterious effects of Components and roadways safety for traffic.
- ii) For 6-lanning "We do under take that we will relocate road/approach road/utilities at my own Cost notwithstanding the permission granted within such time as will be stipulated by Executive Engineer, MSRDC/National Highway Division SOLAPUR for future two lining or any other development.



**(S. N. Deshmukh) ITS
GM Project (IV) BBNL MH
BBNL, Pune**

प्रधानमन्त्री (परियोजना-IV) General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड India Broadband Network Ltd.
२ वी मंजिल, दुरधनी केंद्र 2nd Floor, Tel. Exch Bldg
बाणेर रोड, दुरधनी केंद्र, पुणे-४११००५, Baner Road, Pune-४११००५



महाराष्ट्र MAHARASHTRA

2021

YX 670530

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प ६ महिन्यांच्या आत वापर करावयाचा आहे.

दस्तावाचका/ अनुषंगीक नांक : फक्त प्रतिज्ञापत्रासाठी
दस्त नोंदणी करणार आहेत का :

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

गोपदत्ता रक्कम :

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : CM BBNL Pune

सुसम्या पक्षकाराचे नाव :

हस्ते असल्यास नाव व पत्ता :

मुद्रांक शुल्क रक्कम : 100

मुद्रांक विक्री नोंद वही अनु.क्रमांक : 7699 दि. 25 OCT 2021

मुद्रांक विकत घेणाऱ्याची सही :

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/

परवाना क्रमांक

The Pune Lawyers Consumer's
Co-op Society Ltd., Pune-5
LIC. No. 2201111



UNDERTAKING

ANNEXURE-5

Subject - Laying OFC along NH- 211 (TULJAPUR-SOLAPUR) from K.M. 34/000 to K.M. 35/200 for the total length of 1.2 KMs on NH-211 on NH, in the state of Maharashtra. Total section length for ROW applied 1200 Metres.

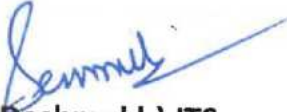
Lemuel
महाराष्ट्र (विद्युत-IV)/ General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.,
२ वी मंजिल, दुरधनी केंद्र, २ वी मंजिल, टेल. एक्च. बिल्डिंग.
बाणेर रोड, दुरधनी केंद्र, पुणे-४११००४, Baner Road Pune 411045

Methodology for laying of Optical Fibre Cable line across

There are 1 (ONE) Road Crossings in this project. The execution of These Road Crossing will be completed by HDD Method

Methodology for laying of Optical Fibre Cable line along NH-211 (TULJAPUR-SOLAPUR) from K.M. 34/000 to 35/200 for the total length 1.2 KMs on NH-211 on NH, in the state of Maharashtra. Total section length for ROW applied 1200 Metres. By open trench methodology and by HDD for approach roads falls under section of 1.2 K.M. particular of work, OFC laying NH-211 from K.M. 34/000 to K.M. 35/200 for the total length of 1.2 KMs on NH-211C on NH, In the state of Maharashtra.

Total section length for ROW applied 1200 Mitres.



(S. N. Deshmukh) ITS
GM Project (IV) BBNL MH
BBNL, Pune

सहायक (परियोजना-IV) General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वी मंजिला, दुरधनी केंद्र/ 2nd Floor, Tel. Exch Bldg.

बाणेर रोड, दुरधनी केंद्र, पुणे-४११०४५, Baner Road, Pune- 411045



महाराष्ट्र MAHARASHTRA

2021

YX 670528

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी
 जो स्टॅम्प व पहिल्यापेक्षा आत वापर करावयाचा आहे.
 दस्तावेजाकार/ धर्तरीदाराकडून : फक्त प्रतिज्ञापत्रासाठी
 दस्त नोंदणी करणारा आहे :
 नोंदणी होणारा असल्यास दुसऱ्या निबंधक कार्यालयाचे नाव :
 निबंधकतीचे दर्शन :
 मांडदला रकम :
 मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : G. M. BBN 2 Pune
 दुसऱ्या पक्षकाराचे नाव :
 हस्तांतरालास नाव व पत्ता :
 मुद्रांक शुल्क रकम :
 मुद्रांक विक्री नोंद वही अनु. क्रमांक : 2-5-OCT-2021
 मुद्रांक विकत घेणाऱ्याची सही :
 परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/ परवाना क्रमांक :
 The Pune Lawyers Consumer's Co-op Society Ltd., Pune-5 LIC, No. 2201111



UNDERTAKING

Laying OFC by conventional & ducting method along along NH- 211 (TULJAPUR - SOLAPUR) from K.M. 34/000 to K.M. 35/200 for the total length of 1.2 KMs on NH-211 on NH, in the state of Maharashtra. Total section length for ROW applied 1200 Metres.

34/000 to K.M. 35/200

Distance=1.2 KMs.

Signature
 महासंचालक (परियोजना-IV)/ General Manager
 भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.
 २ टी मॉड्यूल, दुरध्वनी केंद्र, २ फ्लोर, टेल. एक्चेंज ब्लॉक
 बाणेर रोड, दुरध्वनी केंद्र, पुणे-४११००५, Baner Road, Pune-411005

Terms & Conditions

Here by undertake to carry out this work at our own cost.

Here by undertake the responsibility that our cable line will be shifted by us at our cost in case of Remits, widening of roads in our stretch.

Here by undertake the responsibility that during the excavation of cable trench any damage or loss of state by property will be made good by us.

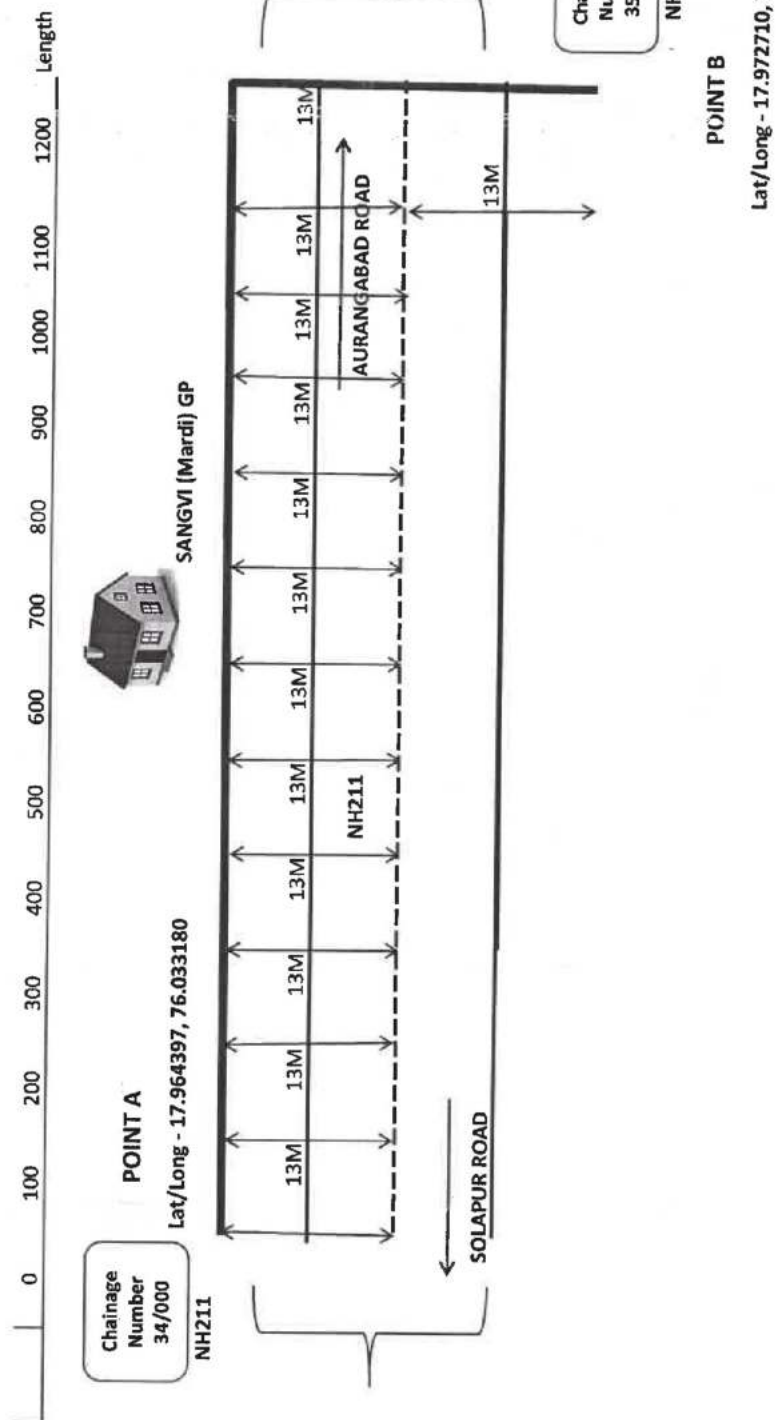


(S. N. Deshmukh) ITS
GM Project (IV) BBNL MH
BBNL, Pune

पुणे ब्रॉडबैंड नेटवर्क (IV) / General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Broadband Network
२ वी मंजिल, दुरधनी केंद्र / 2nd Floor, Tel. Exch Bldg
बानेर रोड, दुरधनी केंद्र, पुणे-४११०४५, Baner Road, Pune-411045

PROJECTED BY BBNL PUNE PMU
All Dimensions in Meter
ROUTE NAME: TULJAPUR SOLAPUR ROAD
T&D Distance - 1200 Mtr.

Chainage Number	From	To
	34/000	35/200
PLB Laying By	HDD+ OPEN TRENCHING	



महाराष्ट्र सरकार (परिचालन-IV) General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.
२ वीं मंजिल, दुयावली बिल्डिंग, 2nd Floor, Tel. Exch Bldg.
छंदम रोड, दुयावली बिल्डिंग, पुणे-४११००५, Baner Road, Pune- 411045

ANNEXURE No 8

Tuljapur to Solapur Route - Chainage - 35/200Km to Chainage- 34/000Km (1200 mtr)

Trenching Method:

Laying of Optical Fibre Cable along the mentioned route will be done by conventional method/manual and Machine Trenching method. The dimension of the trench will be 165 cms in depth and 45 cms in width. The Cable laying work will be carried out in phased manner in such a way that after the HDPE/Protection ducts are laid Optical Fibre Cable, the trench will be reinstated to original surface.

Trench Filling Method:

As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75 mm when compacted by ordinary power roller/plate compactor. Special Compaction equipment like plate compacter, frog hammer will be utilised besides ordinary power roller.

Trenchless Crossing: HDD Method

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drilling that launches and places a string at a shallow angle to the surface and has tracking and steering capabilities. In years HDD has been the preferred methodology due to several government policies conducive to infrastructure growth. All crossing on the Route will be done by Horizontal Direction Drilling Method without the road Surface.



महाराष्ट्र ब्रॉडबैंड (परियोजना-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

२ वीं मंजिल, दुरध्वनी केंद्र / 2nd Floor, Tel. Exch Bldg.

बाणेर रोड, दुरध्वनी केंद्र, पुणे-४११००९, Baner Road, Pune- 411045

ANNEXURE-II

[Enclosure to Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and dt.23.07.2003

Format for Maintaining Records of Right-of-Way permission granted for laying OFC

(to be maintained separately for every NH and State)

1. Name-

Maharashtra

2. Name of Agency (NH)- The Project Director NHAI Solapur

3. NH Number- NH 211

Sr.No.	Location (change in Km)	Location or right side of NH (towards increasing chainage/Km)	Section and reach	Kind of service	Name of license and contact address	Date of signing of agreement	Date of validity of Agreement	Date of inspection of site	Any of last inspection of site	Remarks
1	Sangvi(M) Kms 35/200 to Sangvi(m)(BTS) Kms 34/000 (1200 Meter)	RHS	NH 211 From K.M. 35/200 to K.M.34/000	Telecom	BHARAT BRODBAND NETWORK LIMITED, 2nd floor BSNL Exchange office Baner, Pune				No	

Sreenivas

महाराष्ट्र (परियोजना-IV) / General Manager

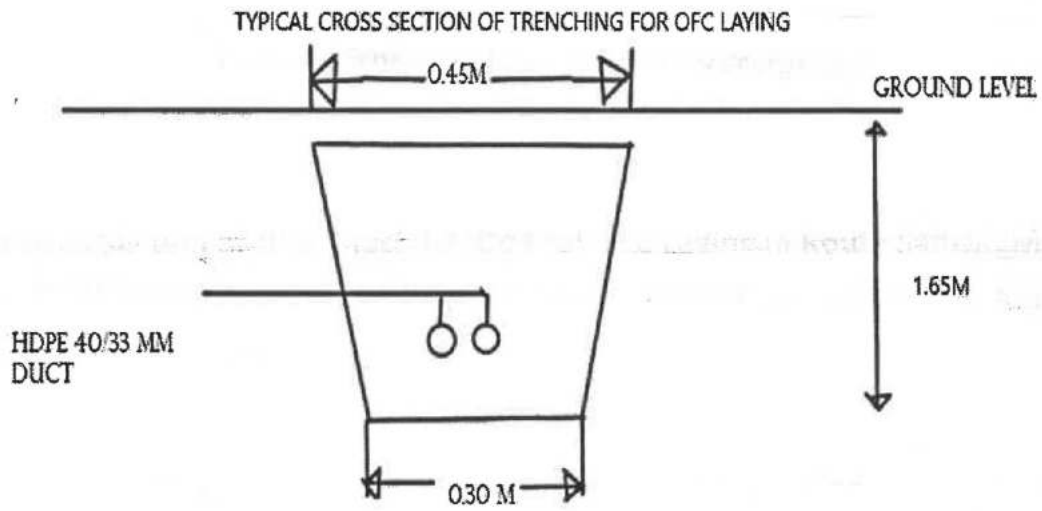
भारत ब्रोडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

२ सी मॉडल, दुरधनी केंद्र, 2nd Floor, Tel. Exch Bldg.

बाहरी रोड, दुरधनी केंद्र, मुंबई-४११००४, Baner Road, Pune ४११०४५

Typical cross section of HDD Machine :-

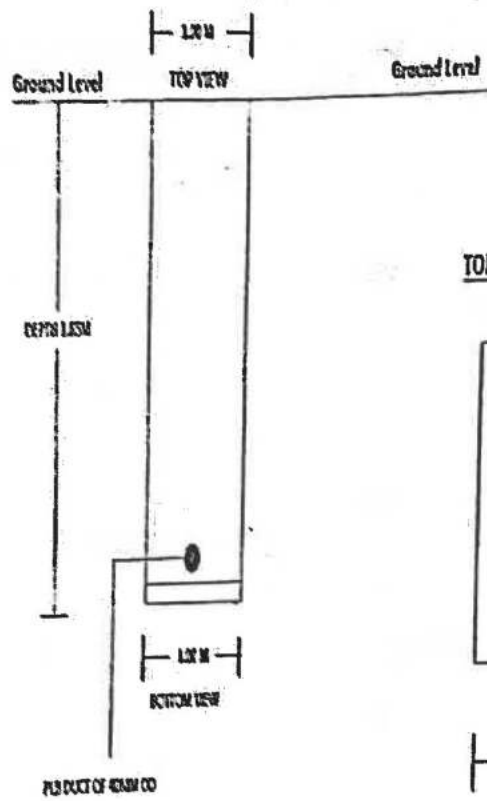
Typical cross section of HDD Machine used for OFC Laying in Route Sangvi (Mardi) BTS to WTR FPOI Sangvi (Mardi) (Chainage Kms 34/000 to Chainage Kms 35/200 (1200 Meter) - NH 211 Land).



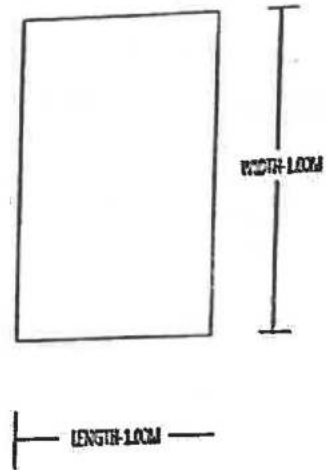
(Signature)
सहायक महानगरपालिका (परियोजना-IV) वीवीएलएल
कार्यालय बाणेर, पुणे-411045

Consultant OM(Proj-IV) MH, BBNL
Baner Road, Baner, Pune-411045

CROSS SECTION OF HDD ENTRY & EXIT PITS



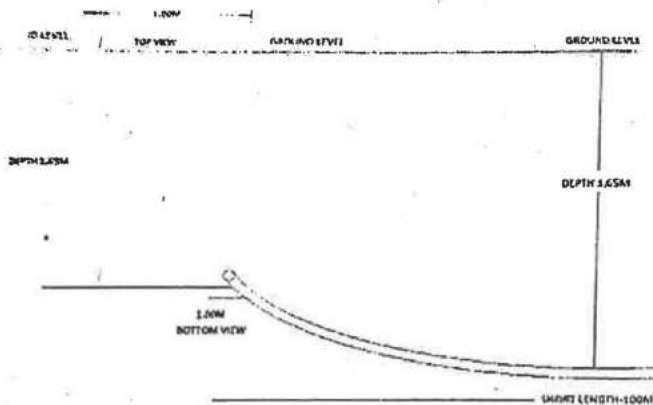
TOP VIEW OF HDD ENTRY & EXIT PITS



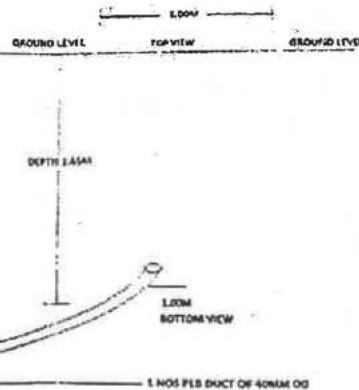
[Signature]
 सहायक महासंचालक (परियोजना-IV) वीवीएमएल
 कार्यालय बाणेर, फ़ोन-४११०४५
 Consultant GM(Proj-IV) MH, BBML
 Baner Road, Baner, Pune-411045

CROSS SECTION OF HDD PATH

CROSS SECTION OF HDD ENTRY & EXIT PITS



CROSS SECTION OF HDD ENTRY & EXIT PITS



CROSS SECTION OF HORIZONTAL DETECTION DEBUR

The HDD has been carried out in built up areas and all the major asphalted road crossing in the on route. HDD test pits of dimension 1Mx1M X 1.65m (Length X Width X Depth) will be taken either side of the road crossing on the asphalted road in built up areas. Then an Horizontal bore of 165/280mm diameter has been drilled from one pit to the other by HDD machine. Then the PLB pipes are inserted and pulled in the HDD bore path connecting to the test pits. Finally, the test pits were closed after coupling the PLB pipes on either side. Some of the HDD test pits will be converted in to RCC/FRP man hole chamber at every 1.5km to 2km length apperly. The RCC/FRP chamber dimension is 50cm x 110cm x 5cm (Length x Width x Depth) for further maintenance of the OFC route.

सहायक महाप्रबंधक (परियोजना-IV) की बीएसएल
कार्यालय बाणेर पुणे-411045
Consultant: GM(Proj-IV) MH, BSNL
Baner Road, Baner, Pune-411045

ANNEXURE No 8

Methodology of Laying of OFC - Open Trenching & Trenchless (HDD)

Trenching Method:

Laying of Optical Fibre Cable along the mentioned route will be done by conventional method/manual and Machine Trenching method. The dimension of the trench will be 165 cms in depth and 45 cms in width. The Cable laying work will be carried out in phased manner in such a way that after the HDPE/Protection ducts are laid Optical Fibre Cable, the trench will be reinstated to original surface.

Trench Filling Method:

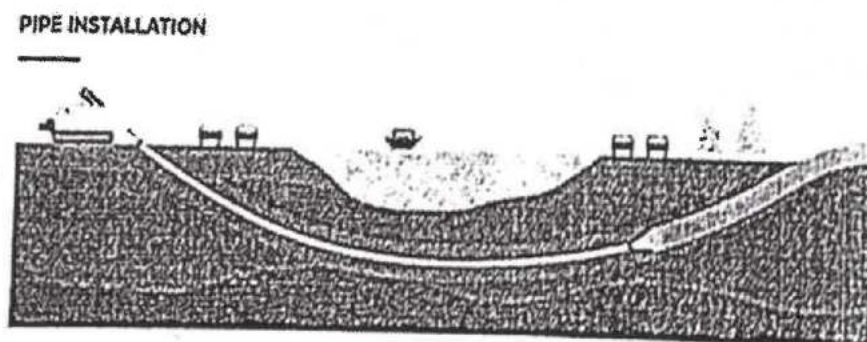
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Trenchless Crossing: HDD Method


Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drilling that launches and places a string at a shallow angle to the surface and has tracking and steering capabilities. In years HDD has been the preferred methodology due to several governments policies conducive to infrastructure growth.

All crossing on the Route will be done by Horizontal Direction Drilling Method without the road Surface.

A Typical HDD Methodology is shown below:



This methodology will be carried out for OFC Laying in our Route Sangvi (Mardi) BTS to WTR FPOI Sangvi (Mardi)(ChainageKms 34/000 to Kms 35/200 NH 211).


सहायक महाप्रबंधक (परिचालन-IV) बीडीएमएस
कार्यालय बानेर - 411004
Consultant: GM(Proj-IV) MH, BBML
Baner Road, Baner, Pune-411046