



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक 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/NH 211/ ETC/16016-1/22/ 864

Date: 31/05/2022.

INVITATION OF PUBLIC COMMENTS

Sub: Four laning of Solapur - Yedshi Section of NH-211 from Km. 0.00 to Km. 100.00 (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 proposal for 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) - Reg.**

Sir,

1. M/s. Bharat Broadband Network Ltd. Pune has submitted proposal for 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) on Solapur Yedshi Section of NH-211.
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 to this office within 30 days from the date of publication beyond which no comments shall be entertained.

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

Thanking you,

भवदीय

[Signature] 31.05.

for

महाप्रबंधक (तकनीकी) तथा परियोजना निदेशक करिता
भा.रा.रा.प्रा. प.का.ई, सोलापूर

Encl. As above.

Copy to:-

- i. CGM (Tech) RO Mumbai for information please,
- ii. ITS, General Manager, BBNL (Project-IV) MH, BBNL, Pune - for information.
- iii. M/s. SAICPL-DCSPL, Solapur - for information.
- iv. M/s. SYTL, Osmanabad for information.
- v. Master file.



BHARATMALA
ROAD TO PROSPERITY

1020

SAICPL-DCPL/NH-211/SYBOT/NHAI/2022/904

Date:-24/05/2022

To

The Project Director

National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jai Jalaram Nagar
Behind Shivdare College,
JuleSolapur, Pin- 413004
Maharashtra

Sub:- : Independent Engineer Services for Fourlaning of Solapur to Yedeshi 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-IV.-.(Revised Proposal)
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 the construction of NH/MH state HW/PWD/ZP) laid under National Optical Fiber Network Project(NOFN)- Reg

Reference:

- NHAI Letter No NHAI/PIU/SLP/SY/IE/16027/22/698 dated 19/05/2022.
- Shri. S.N. Deshmukh, ITS , General Manager BBNL (Project -IV) MH, BBNL, Pune office letter no. GM (Project -IV) / OFC Replacement/4 May 2022dated 04.05.2022
- NHAI Letter No NHAI/PIU/SLP/SY/IE/16027/21/3816 dated 22/11/2021.
- SAICPL-DCPL/NH-211/SYBOT/NHAI/2021/845 Dated 16/12/2021
- NHAI Circular RW/NHAI/33044/17/2005- S & R dated 06.08.2013.
- MOR & TH Circular 39011/162012- P & P dated 02/04/2014.
- NHAI Circular RW/NH/33044/29/2015- S & R dated 22.11.2016.

Dear Sir,

This is in reference to the above letter cited under ref. 01 regarding Permission for laying optical fiber from Km 34/000 to Km. 35/200, IE has returned the proposal for revised application with OFC laying at 28 to 29 M from center of the road in utility corridor and submission of previous approval vide letter under ref. 3 subsequently revised proposal is submitted by the applicant vide letter under ref. 02 which is forwarded to the IE for Comments, furthermore IE team has verified the proposal and observation are as follows.

- Check list enclosed as per NHAI Circular RW/NHAI/33044/17/2005- S & R dated 06.08.2013&NHAI Circular RW/NHAI/33044/29/2015- S & R dated 22.11.2016.
- Previous approval of OFC Laying in the said stretch is not submitted by concessionaire.

3. Applicant has given undertaking for Crossing at Ch. 35+200 will be done by HDD method.
4. Applicant will solely responsible if any damage to the project highway due to excavation of cable trench.
5. All necessary Undertakings has been given in accordance with provisions.
6. It is advise you to instruct applicant for trenching should be done at the edge of ROW in utility corridor in presence of representative of Concessionaire.

In the view of above Independent Engineer herewith recommends the permission for laying optical fiber from Km 34/000 to Km. 35/200 (1200 Meter) at the edge of ROW in Utility corridor on NH-211.

Submitted for your further needful in the matter.

Thanking you assuring our best attention at all the times.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'C D Fakir', is written over a rectangular stamp that contains some illegible text.

(C D Fakir)
Team Leader

M/S SAICPL in Association with DCSPL.

CC- Project Director, SYTPL Osmanabad

Encl: All Original Documents



Lr.NO. :- GM(Project-IV) BBNL MH/Osmanabad/1/2021-22/09

Date:- 12.05.2022

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

Subject (Revised Proposal): - 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 PWD/Irrigation/ Forest/ NH/ MunicipalPanchayat authorities / MH Electricity Boards etc.

3) In this respect no R.O.W. Charges (including reinstatement charge 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 Gram Omurga 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	Lattitude	Longitude	Landmark	Location	Lattitude	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&Omurga 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&Omurgablocks 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.

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)

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.

महाराष्ट्र (परियोजना-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२^{री} मंजिल, दुरधनी केंद्र/ 2nd Floor, Tel. Exch Bldg

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

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.

O/o General Manager (Projects)
2nd floor, Baner Tel. Exchange
Baner Road, Pune – 411 045
Mail gmbbnlmh4@gmail.com
Off. 020-27293990,



भारत ब्रॉडबैंड नेटवर्क लिमिटेड
BHARAT BROADBAND NETWORK LIMITED
(A Govt. Of India Enterprises)
(भारत सरकार का उपक्रम)

No. BBNL/MH/GM (Project-IV)/OFC Replacement/ 4/May/2022

Date: 04-05-2022

TO,
The Project Director
NHAI, Solapur

SUB: Request for permitting the OFC REPLACEMENT work along National Highway NH-211

Ref: 1. General Manager (Project-IV)/BBNL MH/Osmanabad /1/2021-22 /08 DATED 27-10-2021

Dear Sir,

As you are aware that M/s. BBNL is providing the Broadband services which is very prestigious and important project for the Honourable Prime minister of India. The project is monitored very closely by the prime minister office regularly. We have not able to provide the Internet services to some gram panchayats due to Optical fibre cables damaged during the road expansion work on National Highway No. NH-752E and NH-361F

As per the above reference letter, we have requested in month of Oct,21 for the permission to replace the damaged optical fibre cables on the following sections.

Sr. No	District	Block	Name of the route	NHAI NO	section	Length
10	Osmanabad	Tuljapur	Sangvi mardi GP route	211	Km 35/200 to Km 34/00	1200 m

My humble request you to issue the demand note for the license fee and performance bank guarantee against the damaged charges for the above sections. We assure you that we will make the payment immediately. Meantime we request you to allow us to carry out work in above sections so that the work will be completed before the monsoon which will expedite Optical fibre connectivity for providing the internet services to the Gram panchayats.

Request your intervention and support.

Thanking you.

S.N. Deshmukh
General Manager (Pro-IV),
BBNL, Pune

COPY: 1.State Head, BBNL, MH

2. Mr. Dubey , M/s. Beckhaul digital pvt ltd

CHECK-LIST

Revised (II) 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	BBNL Pune
1.2	National Highway Number	NHAI-211	Yes
1.3	State	Maharashtra	Yes
1.4	Location	Sangvi(Mardi)	Yes
1.5	(Chain age in km)	Tuljapur-Solapur 34/000 km to 35/200 km	Yes
1.6	Length in Meters	1200 Meter	1200M
1.7	Width of available ROW	28-30M	Yes
	(a) Left side from center line towards increasing chainage/ km direction	29M	29M
	(b) Right side from center line towards increasing chainage/ km direction	29 Meter	29M
1.8	Proposal to lay underground Optical fiber cable	Laying of Optical fiber cable	Yes
	(a) Left side from center line towards increasing chain age/ km direction	29M	Yes
	(b) Right side from center line towards increasing chain age/ km direction	29 Meter	Yes
1.9	Proposal to acquire land	Not applicable	NA
	(a) Left side from center line	Already acquired by NHAI	Yes
	(b) Right side from center line	Already acquired by NHAI	Yes
1.1	Whether proposal is in the same side where land is not to be acquired	Yes	Yes
	If not then where to lay the cable	NA	NA
1.11	Details of already laid services, if any, along the proposed route	NOFN cable laid in 2017 refer PIA 5620A Dt.28-01-17 damaged NH construction	Yes
1.12	Number of lanes (2/4 / 6/8 lanes) existing	4 Lanes	Yes
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	NA	NA
1.14	Service road existing or not	NA	NA
	if yes then which side	NA	NA
	(a) Left side from center line	NA	NA
	(b) Right side from center line	29M	Yes




 महाप्रबंधक (परिचालना-IV) General Manager
 ब्रॉडबैंड नेटवर्क लि. Broadband Network Ltd.
 २ री मंजिल, दुर्गाबाई भवन, टेलि. एक्च. बिल्डिंग.
 लक्ष्मी रोड, दुर्गाबाई नगर, पुणे-४११००९, Laxmi Road, Pune- 411045

1.15	Proposed Service Road	Yes	Yes
	(a) Left side from center line	NA	NA
	(b) Right side from center line	NA	NA
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	Only beyond seervice 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	May be considered for approval
	(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	NA
	(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	Not applicable	NA
	(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.	Not applicable	NA
	(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	NA
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	NA
	(a) Existing drainage structures shall not be allowed to carry the lines.	NA	NA
	(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	There is no existing structure near crossing	No




 महाप्रबंधक (परिवहन-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- 411004

	(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 prevent misread withdrawal of the carrier pipe/ cable.	NA	NA
	(e) Ends of the casing/conduit pipe shall sealed from the outside, so that it does not act as a drainage path.	NA Yes	NA
	(f) 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.	NA	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	Yes
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes	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.	NA	NA
2	Document/ Ordains enclosed with the proposal	Yes	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)	Yes	Yes
	(i) Should not be greater than 60 Cm wider than the outer diameter of the pipe	Yes	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	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	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.	Yes	Yes
2.2	Cross section showing the size of pit and location of cable for HDD method	2M x 2M x 2M	Yes
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	Yes
2.4	Methodology for laying of showing OFC Cable BBNL, Pune, MH.	HDD/JCB	Yes




 महासंचालक (परिवहन-IV) / General Manager
 भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
 २ वीं मंजिल, दुर्गावती रोड, २ वीं फ्लोर, टेल. एक्चेंज बिल्डिंग.
 बाणेर रोड, दुर्गावती रोड, पुणे-४११०४५, Baner Road, Pune- 411045

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	Yes as per laid down norms	Yes
	(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	Yes
	(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 without sudden change in the bearing value.	Ok	Yes
	Unsuitable soil and rock edged should be excavated and replaced by selected material	Ok	Yes
	(c) 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.	Yes	Yes
	(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	Yes
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	Yes
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	NA	NA
2.4.2	Horizontal Directional Drilling (HDD) Method	HDD/JCB	HDD
2.4.3	Laying of OFC Cable BBNL, Pune, MH through CO works and method of laying	Yes	Yes




 महाप्रबन्धक (परिवहन-IV) / General Manager
 धारत ब्रोडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
 २२ गी बंगला, धारत टेलीकॉम एक्सचेंज बिल्डिंग
 पुणे, महाराष्ट्र - ४११०४९
 Tel. Exch Bldg.
 पुणे, धारत रोड, पुणे - ४११०४९

5.6	Indemnity against all damages and claims clause(XXIV)	Yes	Yes
5.7	Traffic movement during laying of OFC Cable BBNL, Pune, MH to be managed by the applicant	Yes	Yes
5.8	If any claim is raised by the Concessionaire then the Same has to be paid by the applicant	Yes	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	Yes
5.1	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Water Supply OFC Cable will be borne by the agency owning the line.	Yes	Yes
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	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	Yes
6	Who will sign the agreement on behalf of OFC Cable BBNL, Pune, MH agency	General Manager, BBNL, Pune	Yes
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)	Yes




 महासंचालक (परियोजना-IV) / General Manager
 भारत ब्रोडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.
 २ वी मंजिल, दुसऱ्या मंजिल / 2nd Floor, Tel. Exch Bldg.
 बाणेर रोड, दुसऱ्या मंजिल, पुणे-४११०४५, Baner Road, Pune- 411045

OFC TO BE LAID FROM SANGVI MARDI BTS TO WTR FPOI

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

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

0 100 200 300 400 500 600 700 800 900 1000 1100 1200 Length

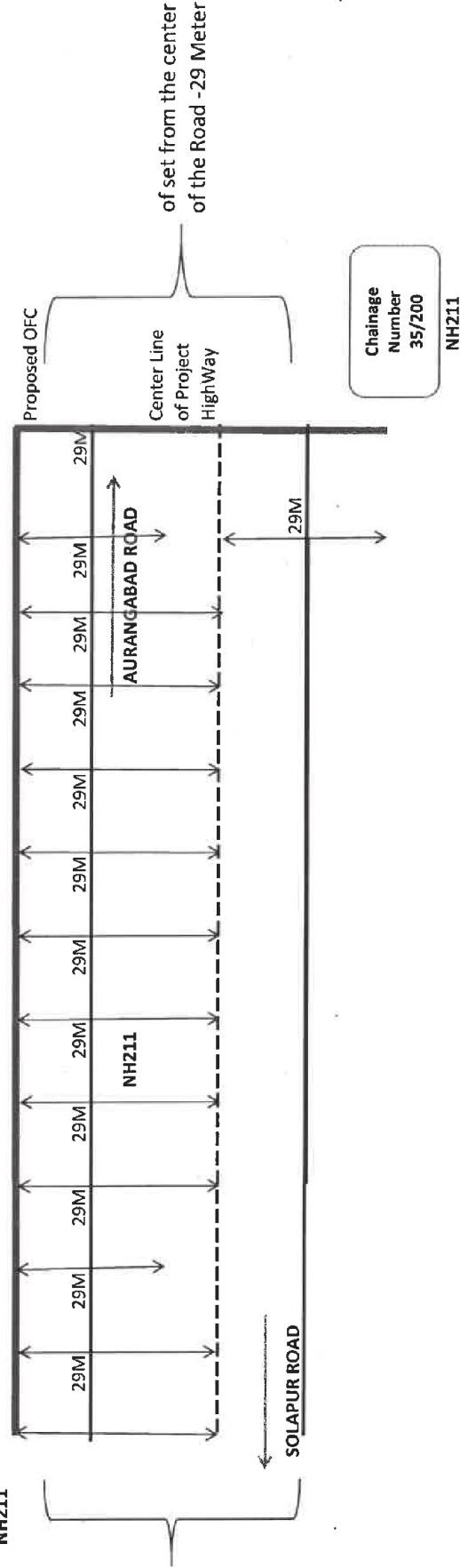
Chainage Number 34/000
NH211



POINT A

Lat/Long - 17.964397, 76.033180

SANGVI (Mardi) GP



POINT B

Lat/Long - 17.972710, 76.040153



Semmel
ब्रह्मचर्य (सर्वोपन-IV) General Manager
भारत ब्रोडबैंड नेटवर्क लिमिटेड/ भारत ब्रोडबैंड नेटवर्क लि.
२ डी मॉडल, दुस्यरी फ्लोर, २०० फ्लोर, टेल. एक्च. बिल्डिंग
बायोर रोड, दुस्यरी फ्लोर, पुणे-४११००४, बायोर रोड, पुणे-४११०४५

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:

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 compactor, frog hammer will be utilised besides ordinary power roller.

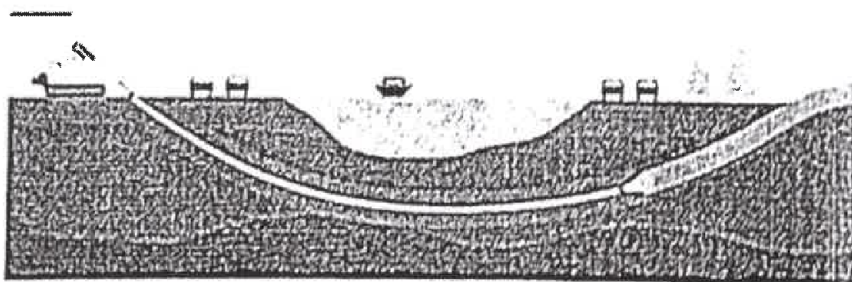
Trenchless Crossing: HDD Method

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 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:

PIPE INSTALLATION



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 (परिचालन-IV)/ General Manager

भारत ब्रोडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd

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

बाणेर रोड, दुरधनी केंद्र, पुणे-४११०४५, Baner Road, Pune- 4110

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	



सहसंचालक (परिचालन-IV) General Manager

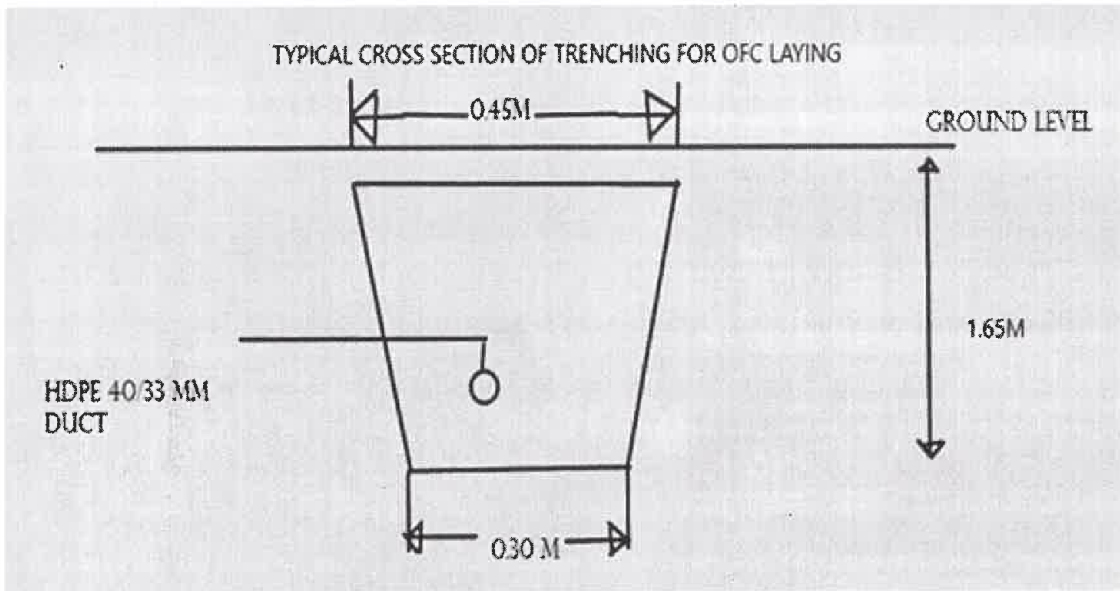
भारत ब्रोडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वी मंजिल, दुरावली बिल्डिंग/ 2nd Floor, Tel. Exch Bldg.

बांदेरी रोड , दुरावली बिल्डिंग, पुणे-४११००४, Baner Road, Pune- 411045

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).



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

BHARAT SANCHAR NIGAM LIMITED

[A GOVERNMENT OF INDIA ENTERPRISE]

O/o Divisional Engineer, Telecom Project, Solapur,

2nd Floor (East wing), CTO Building Compound, Satrasta, Solapur 413 001,

[Phone: 0217-2319026 FAX No. 0217-2319027]

Email: detpsol@gmail.com

Shri Kadam

where is order

to central government
for waiving
permission

for NH Road

fr.

No.DE/TP/SO/NOFN-OSMANABAD/16-17/

Dated at Solapur - 25.11.2016

To
The Chief Executive Officer
Zilha Parishad, Osmanabad

STRICTLY CONFIDENTIAL
DATE: 28/01/2017
S/20A

Sub:- Intimation for Laying of Optical Fiber Cable of BBNL under NOFN Project in
TULJAPUR/OSMANABAD Talukas Dist.OSMANABAD

- Ref: - 1) Dy.Secretary PWD Mumbai NO:OFC-2013/PK/178/Raste-7 dtd 12.09.2014
2) MoU No. NOFN/Row-16 Govt. of India dtd 12-04-2013
3) GAD-MANNTSA/20/2013-DIR-DIT (MH)-DIT Dated 11.11.2013 from Govt. of Maharashtra.
4) Chief secretary PWD Mantralaya Mumbai letter no.Sangram-2013/PK/51 dtd. 05.08.2014

Respected Sir,

As per the Central Government Digital India project declared by Government of India, all Gram Panchayats are to be connected for Broad Band connectivity by laying OFC (Optical Fibre cable). This work is being executed by BSNL Ministry of Communication and Information Technology, DOT, Gov. Of India.

For execution of OFC work, NOFN (National Optical Fibre Network) project is established by Ministry of Communication and IT, Gov. Of India.

Moreover, Government of India has declared as NOFN work is National Assets and which will create National Information Highway to connect all Gram Panchayats with stable Broad Band connectivity for e-governance (Sangram) Project of State of Maharashtra. This will help to State Government to serve to remote and last people in village. MOU under reference letter no.2 is enclosed for your kind information please.

For laying of OFC cable of BBNL under NOFN Project by BSNL, Permissions from all the Central / State Govt. Departments are waived off by Gov. Of India and Gov. of Maharashtra and no ROW charges including reinstatement charges will be levied by State Government, their local bodies, companies or agencies as the Information Highway proposed to be created through National Optical Fibre Network for Broad Band connectivity to Panchayats is primarily for the benefit of the local communities to Panchayats and State Government.

We will lay Optical Fiber Cable through HDPE/PLB with protection adopting various methods like Trenching, clamping and other suitable methods as per guidelines of Dept. of Telecommunication.

The work of OFC laying is started under NOFN project in Osmanabad District and date of completion of work, Gram Panchayat wise will be communicated to your office. This is for your kind information and favor of further necessary action please.

Your cooperation is highly solicited.

Thanking you sir,

Enclosed:

Yours faithfully

Divisional Engineer
Telecom Project

DIVISIONAL ENGINEER

Western Telecom Project

2nd Floor (East wing) CTO BLDG.

Sat Rasta

- 1). Circular Govt. Of India.
2). Circular Govt. Of Maharashtra.
3). MOU dtd 12.04.2013

Copy to

1. Executive Engr. PWD Osmanabad for kind information pl.
2. BDO Panchayat Samiti, Tuljapur/Osmanabad for kind information pl.
3. RFO Forest Dept. Osmanabad for kind information pl.
4. Executive Engr. Irrigation Dept. Osmanabad for kind information pl.
5. Executive Engr. MJP Dept. Osmanabad for kind information pl. Exr
6. Project Director, NHAI, Solapur

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, मर्झबाग 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 यतिमानता 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

आयक/जायक
व.र.अ. तुळजापूर
मु.स.स.बा.बा.बा.
८/१२/२०१६

कार्यालय
कार्यकारी अभियंता
महाराष्ट्र जीवन प्राधिकरण
विभाग, उस्मानाबाद

पत्र पाही झाले
८/१२/१६

अधिकारि लिखित २०१६

सा.जा. विभाग, उस्मानाबाद

महाराष्ट्र शासन
ग्राम विकास विभाग
जिल्हा परिषद उस्मानाबाद

आयक/जायक
८/१२/१६

८/१२/१६

जिल्हा परिषद उस्मानाबाद	
८ DEC, 2016	
विभाग -	
वंग -	

महाराष्ट्रातील सर्व ग्रामपंचायतींना
केंद्रशासनाकडून भारत ब्रॉडबैंड नेटवर्क लि.
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उपलब्ध करून देण्याबाबत.

महाराष्ट्र शासन
ग्राम विकास विभाग
शासन परिपत्रक क्रमांक: संग्राम-२०१३/प्र.क्र. ५१/संग्राम कक्ष
बांधकाम भवन, मर्झबान 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 (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

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

शासन परिपत्रक

केंद्रशासन, राज्यशासन व BBNL कंपनी यांचेमध्ये क्र. NOFN/ROW-१६ दि. १२ एप्रिल, २०१३ रोजी झालेल्या त्रिपक्षीय करारनाम्यानुसार,

१. राज्यशासनाने BBNL या कंपनीला राज्यात ग्रामपंचायत स्तरापर्यंत ऑप्टिकल फायबर नेटवर्क टाकण्यासाठी सहमती दर्शवली 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 / वन विभाग / सार्वजनिक बांधकाम विभाग / महसूल विभाग / जलसंपदा विभाग / सर्व स्थानिक स्वराज्य संस्था / वीज महामंडळ / महामंडळे / प्राधिकरण इत्यादींना) यांचेवर बंधनकारक असेल.
४. ग्रामीण भागातील निशुल्क मार्गहक्कासाठी (Right of Way) कोणतेही परवाना अथवा पुर्नभरणा 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 संस्थांच्या अधिपत्याखालील जमीनींच्या खालून ऑप्टिकल फायबर केबल टाकण्यासाठी BBNL कंपनीकडून निशुल्क मार्गहक्कासाठी (Right of Way) कोणत्याही प्रकारचे परवाना शुल्क अथवा पुर्नभरणा 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 क्षेत्रांत ७ x ७ चौ.फुटाच्या मर्यादेत जागा उपलब्ध करून

- दयावी. ही जागा शक्यतो ग्रामपंचायत कार्यालयात किंवा कार्यालयाच्या नजीक असावी. तसेच ग्रामपंचायत कार्यालयात केबल जोडणीसाठी युपीएससाठी वीज पुरवठा उपलब्ध करून दयावा. यासाठी जागामाडे / 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 पदाधिकार्यांनी 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 पूर्वसुचना 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 डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

Santokh Singh Sandhu
Digitally signed by Santokh Singh Sandhu
DN: cn = Santokh Singh Sandhu, c = IN, o = Maharashtra, ou = Government of Maharashtra, ou = Rural Development Department
Reason: I am approving this document
Date: 2014.08.05 13:48:36 +05'30'

(एस. एस. संधू)
प्रधानसचिव, महाराष्ट्र शासन

प्रत,

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

7

महाराष्ट्र शासन

क्र. ओएफसी-२०१३/प्र.क्र.१७८/रस्ते-७

सार्वजनिक बांधवाम विभाग,
मादाम कामा मार्ग,
हुतात्मा राजगुरु भौक,
मंत्रालय, मुंबई-४०० ०३२,
दिनांक: १२.०९.२०१४.

प्रति,

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

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

मुख्य अभियंता,
राष्ट्रीय महामार्ग (सा. बा.),
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.०९.०७.२०१४ 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.०९.०७.२०१४ 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 पुर्नभरणा शुल्काची आ कारणो 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 यांचेमार्फत मुख्य अभियंता यांना सादर करावा.

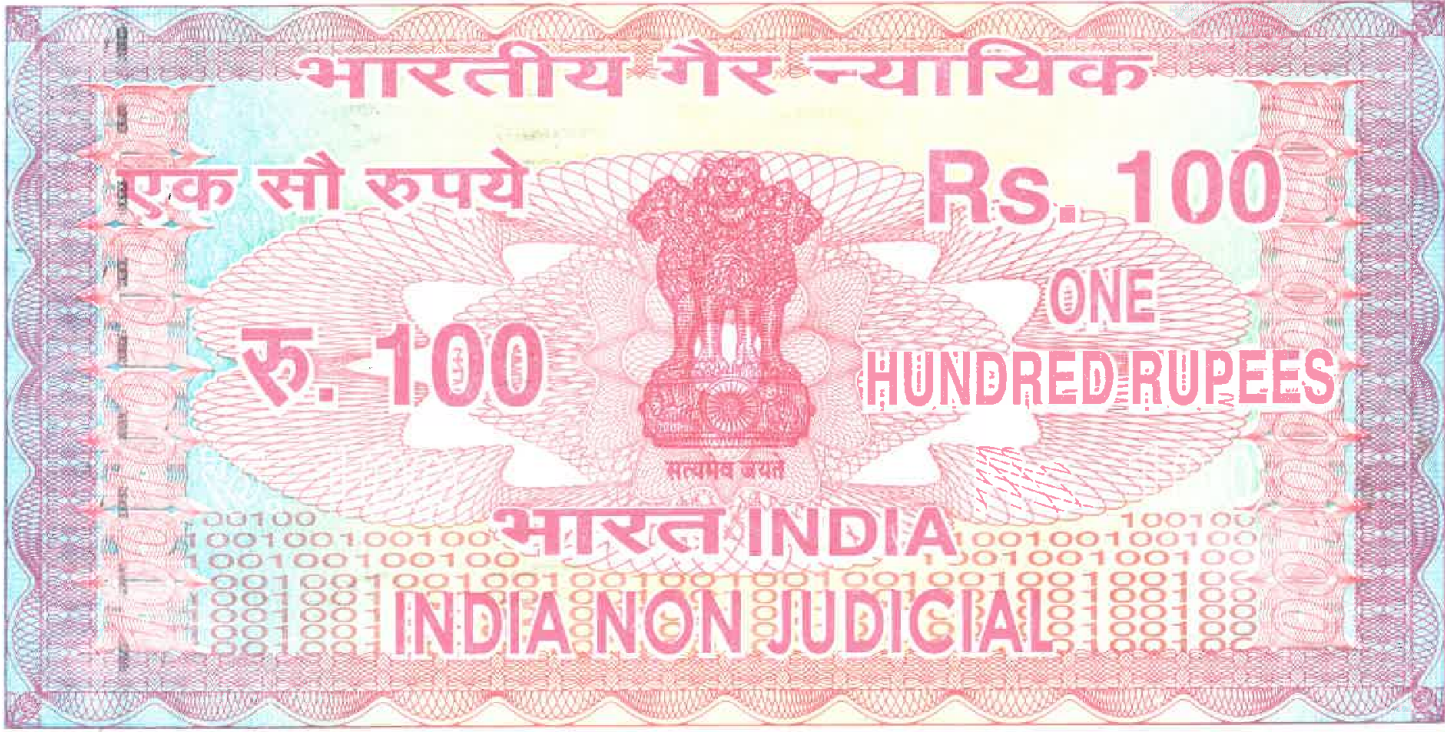
- ड) तसेच केबल टाकताना त्या ठिकाणी रस्त्यावरील वाहतूक सुरळीत राहिल याची रक्षता कंपनीने घ्यावयाची आहे.
- इ) ऑप्टिकल फायबर केबल ज्या ठिकाणी रस्त्यांना छेदून टाकण्याचे प्रस्तावित आहे त्या ठिकाणी horizontal drilling करून आर.सी.सी. Conduit pipe टाकून काम करावे.
- फ) ऑप्टिकल फायबर केबल टाकण्यासाठी खोदकाम घालून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

उपस्थित

(उ.प्र. देवडवार)
उपस्थित

प्रत,

- १) मुख्य महाप्रबंधक (प्रोजेक्ट) महाराष्ट्र, बीएसएनएल प्रशासकीय भवन, बीएसएनएल टेलिकॉम कॉम्प्लेक्स, जुहू रोड, सांताक्रुझ (पश्चिम), मुंबई-५४, cgmahbbnl@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, cgmahbbnlmh2@gmail.com



महाराष्ट्र MAHARASHTRA

2021

YX 670526

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

दस्तावेजाप्रकार/ अनुमोदित क्रमांक : फक्त प्रतिज्ञापत्रासाठी

दस्त नोंदणी करणार आहेत का :

नोंदणी होणार असल्यास दुष्यम निबंधक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

भोवदला रक्कम :

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : G.M. RBNL Pune

दुष्यम पक्षकाराचे नाव :

दस्त असल्यास नाव व पत्ता :

मुद्रांक शुल्क रक्कम :

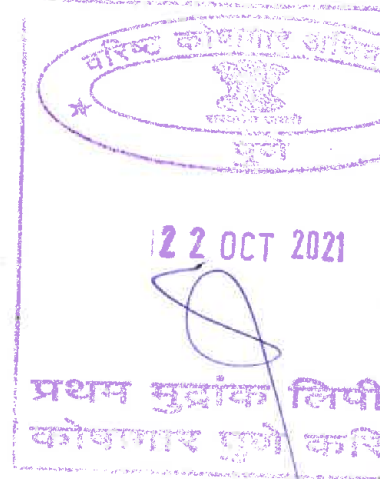
मुद्रांक विक्री नोंद वही अनु. क्रमांक :

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.

सहायक (परियोजना-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

२ वी मंजिल, दुर्योधी केन्द्र 2nd Floor, Tel. Exch Bldg.

बाणेर रोड, दुर्योधी केन्द्र, 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.



महानिदेशक (परियोजना-IV)/ General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ टी मंजिल, दुर्गावनी रोड, २०० Floor, Tel. Exch Bldg

बाणेर रोड , दुर्गावनी रोड, पुणे-४११००५, Baner Road, Pune- 4११०४५

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.



महासंचयक (परियोजना-IV)/ General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd

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

बॉलर रोड, दुरध्वनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411005

बॉक्स ३०८, दुरावनी रोड, प्लॉट-४१४०८१, Baner Road, Pune - ४११०४५

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



महानगरपालिका (परियोजना-IV)/ General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वीं मंजिल, दुरध्वनी केन्द्र, १०० फीट, Tel. Exch Bldg

बाजेंद्र रोड, दुरध्वनी केन्द्र, जुम्ले-सुपौली, Baner Road, PUNE ४११००५

- 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


महानगरपालिका (परिवहन-IV) General Manager

भारत ब्रोडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वी मंजिल, दुर्गावाडी रोड, १st Floor, Tel. Exch Bldg

बाणेर रोड, दुर्गावाडी कला, पुणे-४११००५, Sater Road Pune- 411046

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.



महानगरपालिका (परियोजना-IV) / General Manager

भारत ब्रॉडबैंड नेटवर्क लिमिटेड / Bharat Broadband Network Ltd.

२ री मंजिल, दुरध्वनी केंद्र, २-४ Floor, Tel. Exch Bldg

बल्लो रोड, दुरध्वनी केंद्र, पुणे-४११००५, Banner Road, Pune- ४११००५

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORIZED 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

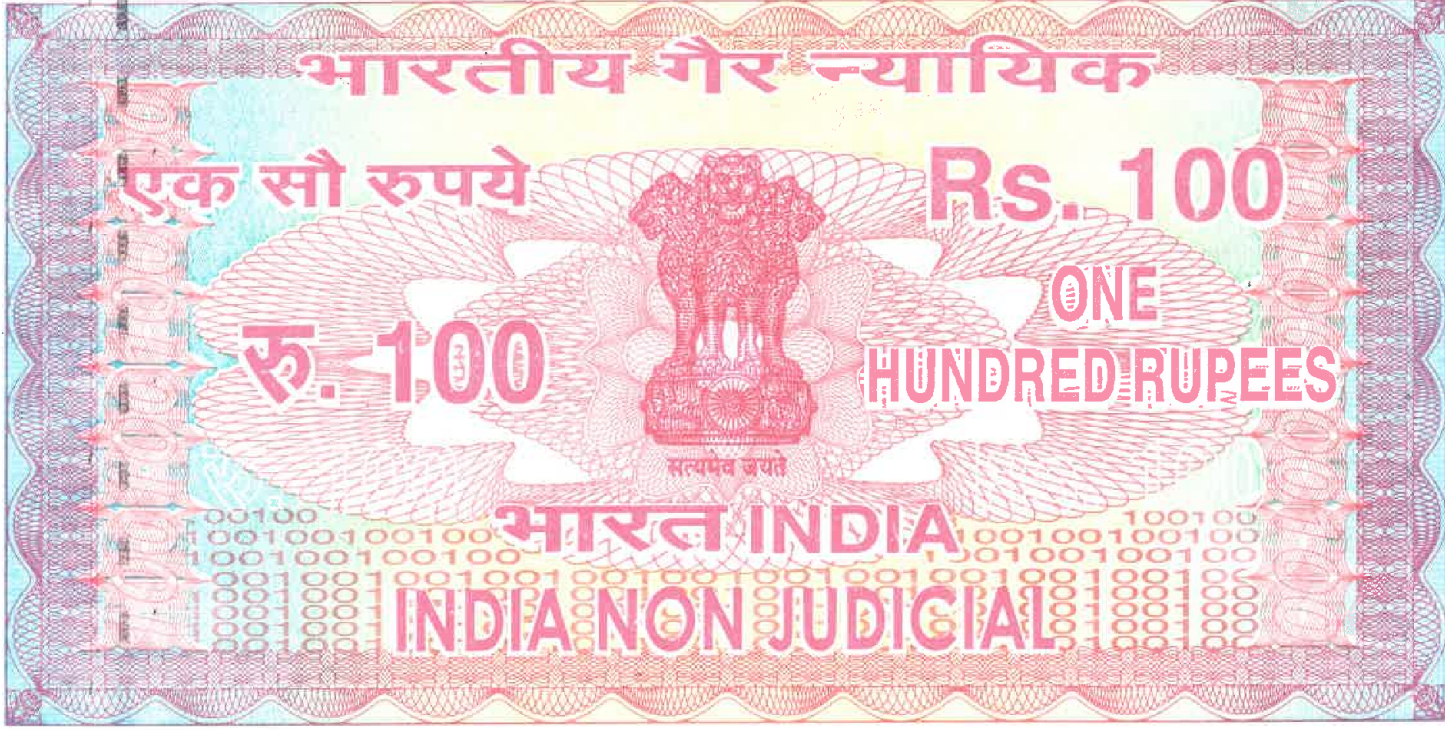
General Manager BBNL Pune

महाराष्ट्र (परियोजना-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



महाराष्ट्र MAHARASHTRA

2021

YX 670530

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

दस्तावाप्रकार/ अनुसूचित कर्मांक : फक्त प्रविज्ञापत्रासाठी
दस्त नोंदणी करणार आहेत का :

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

गेवदला रकम :

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : CM BBNL Pune

मुसऱ्या पक्षकाराचे नाव :

हस्ते असल्यास नाव व पत्ता :

मुद्रांक शुल्क रकम :

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.

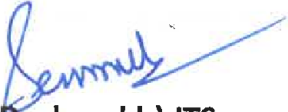

महानिदेशक (सिस्टम-IV)/ General Manager
भारत ब्रॉडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.,
२री मंजिल, दुरधनी केंद्र, २रा मंजिल, टेल. एक्चेंज बिल्डिंग
बाणेर रोड, दुरधनी केंद्र, पुणे-४११००५, Baner Road Pune-411045

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

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

Terms & Conditions

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

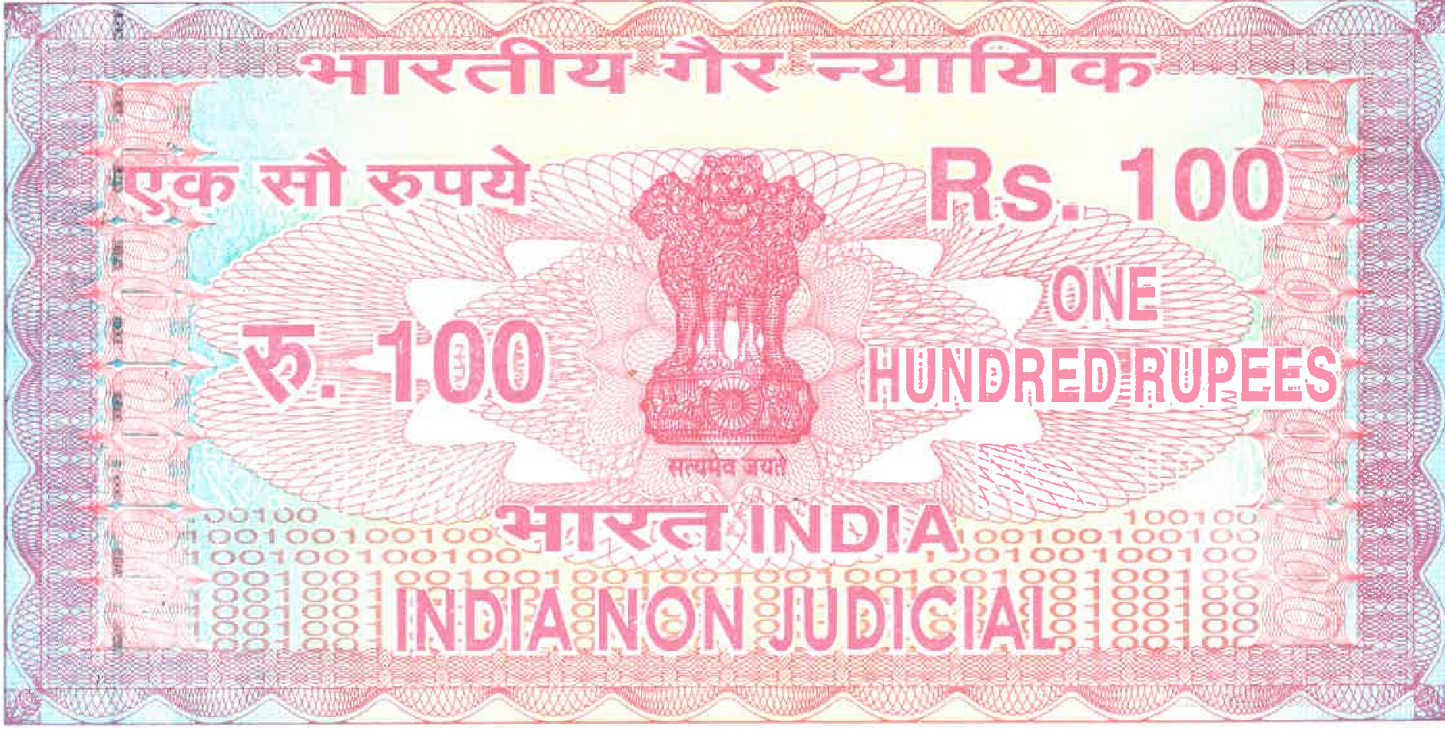
Here by undertake the responsibility that our cable line will be shifted by us at our cost in case of Remits, widening of roads in our stretch.

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, दुर्यवनी केंद्र 2nd Floor, Tel. Exch Bldg
बाणेर रोड, दुर्यवनी केंद्र, पुणे-४११०४५, Baner Road, Pune-411045



महाराष्ट्र MAHARASHTRA

2021

YX 670529

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प म्हणून वापर करावा आहे.

दस्तावेजप्रकार/ अनुच्छेद क्रमांक :
दस्त नोंदणी करणार आहेत का :

फक्त प्रतिज्ञापत्रासाठी

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव :
निकळतीथे वर्णन :

पोस्टदला रहाम

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता :

G.M. BBNL Pune

मुद्रांक्या पक्षकाराचे नाव :

हस्त असल्यास नाव व पत्ता :

मुद्रांक शुल्क रक्कम :

मुद्रांक विक्री नोंद वही अनु.क्रमांक :

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.

महाराष्ट्र (परियोजना-IV) General Manager

भारत ब्रोडबैंड नेटवर्क लिमिटेड/ Bharat Broadband Network Ltd.

२ वी मंजिल, दुर्गवनी केंद्र, २th Floor, Tel. Exch Bldg

बाणेर रोड, दुर्गवनी केंद्र, पुणे-४११००१, Banner Road, Pune

CERTIFICATE:-

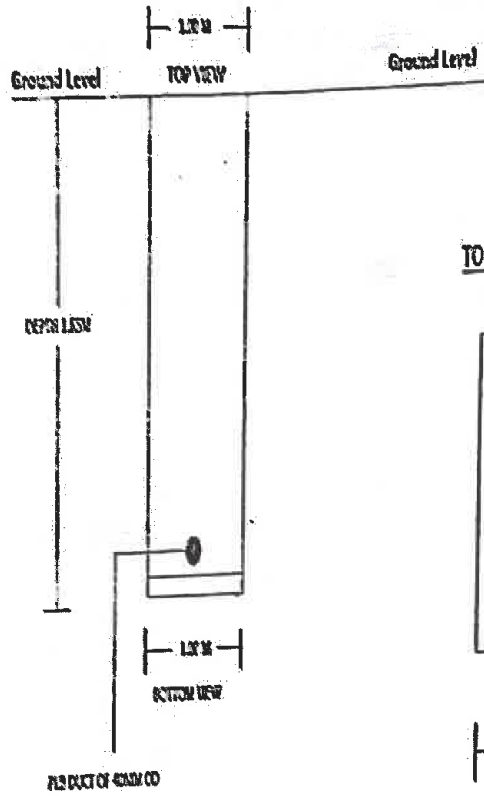
- i) Laying of Optical Fibre Cable underground line will not have any deleterious effects of Components and roadways safety for traffic.
- ii) For 6-lanning "We do under take that we will relocate road/approach road/utilities at my own Cost notwithstanding the permission granted within such time as will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



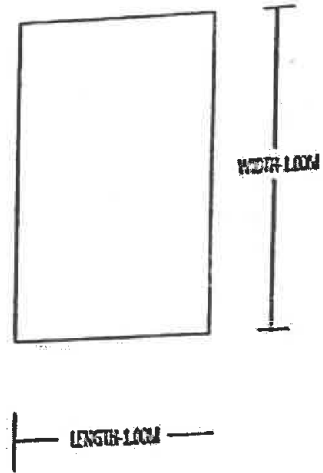
(S. N. Deshmukh) ITS
GM Project (IV) BBNL MH
BBNL, Pune

महानगरपालिका (परियोजना-IV) General Manager
भारत ब्रोडबैंड नेटवर्क लिमिटेड/ Broadband Network Ltd.
२ वी मंजिल, दुरधनी केंद्र 2nd Floor, Tel. Exch Bldg
बाणेर रोड , दुरधनी केंद्र, पुणे-४११००५, Baner Road, Pune- 411045

CROSS SECTION OF HDD ENTRY & EXIT PITS



TOP VIEW OF HDD ENTRY & EXIT PITS

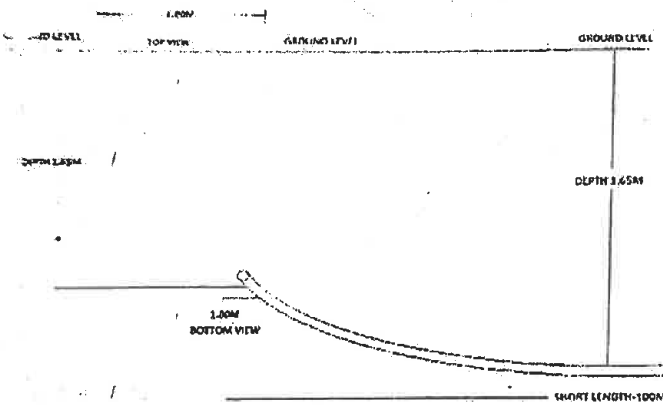


सलुगार महाप्रबंधक (परियोजना-IV) की निरीक्षण
कार्यालय को. ए.पी-४९९०४५
Consultant CM(P.O.-IV) MH, BBML
Baner Road, Baner, Pune-411045

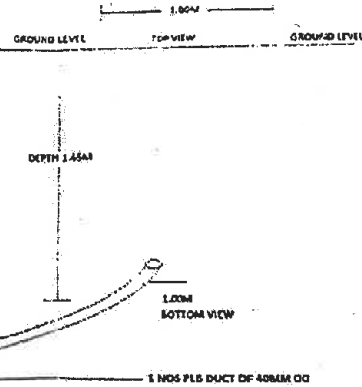


CROSS SECTION OF HDD PATH

CROSS SECTION OF HDD ENTRY & EXIT PITS



CROSS SECTION OF HDD ENTRY & EXIT PITS



CROSS SECTION OF HORIZONTAL DIRECTIONAL DRILLING

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 165/280m 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 1.8km to 2km length approx. The RCC/FRP chamber dimension is 50cm x 110cm x 5cm (Length x width x Depth) for further maintenance of the OFC route.

सहाय्यार महाप्रबंधक (परियोजना-IV) की निदेशनामा

कार्यालय कार्यालय पत्ते-411045

Consultant GMP (J-IV) MH, BBNL
Baner Road, Baner, Pune-411045



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

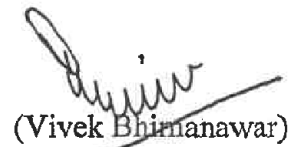
Ref: 1. MoU No. NOFN/RoW-16 dated 12.04.2013

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, मईबाग मथ, फोर्ट,
मंत्रालय, मुंबई - ४०० ००१
तारीख: ५ ऑगस्ट २०१४

प्रस्तावना

केंद्रशासनाने नॅशनल ऑप्टिकल फायबर नेटवर्क (NOFN) या योजनेद्वारे देशातील जवळपास 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 समजुतीचे करारनामा (Tripartite Memorandum of Understanding) करण्यात आलेले 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 राज्यशासनाने अधिकार यानुसार राज्यशासनास मिळालेल्या

अधिक/जायज
५.५.अ.मुळजापूर
मु. शासनाचा
८-११-२०१४

कार्यालय
कार्यकारी अभियंता
महाराष्ट्र जीवन प्राधिकरण
विभाग उपमानाबाद

अधिकारि
अधिकारि
सा. विभाग, उपमानाबाद

२१/२/१४
General Administration
Department
Zilla Parishad Osmanabad

८/१२/१४
८/१२/१४
८/१२/१४

८/१२/१४
८/१२/१४
८/१२/१४

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, मईबाग 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 भ्रमात 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 च्या कलम २६ (१) राष्ट्रीय व राज्य विकास योजनांच्या हिताच्या दृष्टीने निदेश देण्याचे राज्यशासनाचे अधिकार यांनुसार राज्यशासनास मिळालेल्या

अधिकारिचा वापर करून राज्यशासन, सर्व जिल्हा परिषदा, पंचायत समित्या व ग्रामपंचायतींना या प्रकल्पाची मुरवीत अंमलबजावणी व्हावी म्हणून उपरोक्त नमुन्याप्रमाणे त्रिमतीय करारनाम्यात मान्य केलेल्या अटी व त्याअनुषंगाने ग्रामविकास विभागाच्या संबंधित खालील मार्गदर्शक सुचना या परिपत्रकाद्वारे देत आहे.

शासन परिपत्रक

केंद्रशासन, राज्यशासन व BBNL कंपनी यांमध्ये क्र. NOFN/ROW-98 दि. १० एप्रिल, २०१३ रोजी झालेल्या त्रिमतीय करारनाम्यानुसार,

१. राज्यशासनाने BBNL या कंपनीला राज्यात ग्रामपंचायत स्तरापर्यंत ऑप्टिकल फायबर नेटवर्क टाकण्यासाठी सहमती दर्शविली आहे व त्यानुसार प्राधिकृतीही केले आहे.
२. नॅशनल ऑप्टिकल फायबर अंतर्गत ऑप्टिकल फायबर टाकण्यासाठी त्रिमतीय 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 / वन विभाग / सार्वजनिक बांधकाम विभाग / महसूल विभाग / जलसंपदा विभाग / सर्व स्थानिक स्वराज्य संस्था / बीज महामंडळे / 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 संस्थाना 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

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

Santokh Singh Sandhu

प्रत.

- ਪ੍ਰਸ਼ਨ ੪ ਪੈਕੀ ੩

४. मा. मुख्यमंत्री, यांचे प्रधान सचिव
५. मा. उपमुख्यमंत्री, यांचे प्रधान सचिव
६. शासनाचे सर्व अल्प: मुख्य सचिव / प्रधान सचिव / सचिव (सर्व प्रशासकीय विभाग)
७. सर्व विभागीय आयुक्त,
८. सर्व झटसचिव/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 साहाय्यक प्रधान सचिव (ग्रा.वि), मा. प्रधान सचिव (ग्रा.वि) यांचे ज्येष्ठ लोकनाथ
१९. निधन संसदीय: राग्राम कक्ष, ग्रामविकास व पंचायत राज विभाग

महाराष्ट्र शासन

GAD-आतसं/20/2013-DIR-DIT(MH)-DIT

सामान्य प्रशासन विभाग,

माहिती तंत्रज्ञान संचालनालय

७ वा मजला, मंत्रालय,

मुंबई-४०० ०३२

दिनांक : ११/११/२०१३

प्रति,

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

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

महोदय,

देशातील ग्रामिण भागातील जनतेला सार्वजनिक सेवा उपलब्ध करून देण्यासाठी सर्व
ग्रामपंचायतींना ऑप्टिकल फायबर आधारित ब्रॉडबैंड कनेक्टिविटी देण्याचे केंद्रशानेने प्रस्तावित केले
आहे. या प्रस्तावानुसार केंद्रशासन महाराष्ट्र शासन आणि भारत ब्रॉडबैंड नेटवर्क लि. यांच्यामधे
त्रीपक्षीय करार दि. १२ एप्रिल, २०१३ रोजी करण्यात आला आहे. ग्रामिण भागातील जनतेला सार्वजनिक
सेवा ग्रामपंचायती द्वारे ऑप्टिकल फायबर आधारित ब्रॉडबैंड कनेक्टिविटी देण्यासाठी युनिव्हर्सल
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 तदनुबंणीक बाबी यांच्या सुविधा उपलब्ध
करून द्यावयाचे आहे. तसेच ग्रामपंचायती कार्यवाह्यांनी योग्य ते सहकार्य देणे आवश्यक आहे.

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

(राजेश अग्रवाल)

सचिव, माहिती तंत्रज्ञान

महाराष्ट्र शासन

Ref: CGMT/NORM/General Corr/41 dtd 16/11/2013

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

For Inf. and N/A. please.

AGM (NORM)
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.