



GOVERNMENT OF KERALA

Abstract

Electronics and Information Technology Department-Amendment in the existing guidelines for granting Right of Way (RoW) permissions to Telecom Service Providers(TSPs)/Infrastructure Providers(IPs) for laying Optic Fibre Cables(OFCs)/Ducts along the road networks in Kerala and setting up of a web portal for granting RoW- Orders issued

ELECTRONICS AND IT (B) DEPARTMENT

G.O.(Ms)No.25/2018/ITD Dated,Thiruvananthapuram, 11/10/2018

Read 1 G.O (Ms)No. 18/2000/ITD, dated 08/11/2000

2 G.O (Ms)No.02/2001/ITD, dated 20/01/2001

3 G.O (Ms)No.16/2010/ITD, dated 30/04/2010

4 G.O (Ms)No.39/2015/ITD, dated 15/09/2015

5 G.O (Ms)No.07/2016/ITD, dated 08/02/2016

6 Minutes of the meeting held by the Chief Secretary on 22/01/2018

ORDER

Government of Kerala vide G.O read as first paper above had approved the Right of Way (RoW) policy for laying Optical Fibre Cables along the road networks in Kerala. As per G.O read as second paper above, it was further clarified that the clearance issued by Information Technology Department shall be considered as final and it shall not be necessary for departments/agencies to issue individual clearances. State Government had further formulated guidelines allowing private telecom licensees to lay optical fibre cables for cellular mobile/basic telephone services as per G.O read 3rd paper above.

2) Ministry of Road Transport and Highways (MoRTH) in 2013, issued a set of guidelines considering the changing environment in the field and to bring about desired clarity in this regard. In accordance with the MoRTH guidelines, Government of Kerala had revised the existing Right of Way guidelines vide G.O read as 4th paper above in supersession of all the concerned /related orders in this regard. Subsequently, it was modified vide G.O read as 5th paper above specifying the validity of RoW permission.

3) In the meeting held by the Chief Secretary on 22/01/2018 with the concerned Secretaries of Departments and road authorities, it was decided to modify the

existing guidelines by incorporating certain changes in the guidelines and in the agreement format by amending the G.O read as 4th paper above.

4) Government have examined the matter in detail and are pleased to modify the existing guidelines for granting RoW, by amending G.O cited 4th above and its annexures with the following conditions:

(i) The Telecom Companies concerned shall do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition within the stipulated time frame and quality standards as decided by Government from time to time. The Telecom Company shall furnish a Bank Guarantee equal to 1/3rd (one third) of the estimated restoration charges to the Department/Organisation /Local Body owning the road till the end of Defect Liability Period (DLP). The TSPs shall take necessary steps to renew the Bank Guarantee before the date of expiry. This Bank Guarantee will be over and above the existing Bank Guarantee.

(ii) The TSPs/IPs shall continue to remit an amount of Rs.75,000/- per km as One Time Contribution(One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). Instead of utilising this amount equally between I T Department and Chief Minister's Distress Relief Fund (CMDRF), this amount will be assigned wholly to the CMDRF by the Director, KSITM.

(iii) No fees other than One time Contribution (One time Track Rental) and security by way of Bank Guarantees against improper restoration of roads and non-compliance of Bandwidth commitments shall be charged by the Department/Organisation/Local Body in the State for the issuance of RoW permissions for laying OFCs by the Telecom Companies.

(iv) Electronics and Information Technology Department will continue as the nodal Department in Government and the guidelines issued by that Department (Annexure-I) will be final with regard to the sanctioning of RoW.

5) The Administrative Departments concerned shall take appropriate decisions with respect to the restoration of roads by other Public Utility Service Providers such as Kerala State Electricity Board (KSEB)/ Kerala Water Authority (KWA) etc

6) Government are also pleased to approve the modified guidelines and agreement format for granting Right of Way permissions appended as Annexure-I and Annexure-II respectively and a specimen record of all RoW permissions granted in the format to be maintained by the Highway Administrator/Nodal Officer as given in

Annexure-III and a typical sketch showing the clearances as given in Annexure IV-(i&ii).

7) The Director, Kerala State IT Mission is hereby entrusted with the setting up of a webportal for filing and processing, issuance of online clearances and for the entire approvals of the road cutting as part of RoW, electronically. Once the portal is in place, all the Road Authorities/Departments/Local Bodies shall use the portal for RoW permission.

(By order of the Governor)
M. SIVASANKAR
SECRETARY

To:

The Secretary, Department of Telecommunication, Government of India
(with C/L)
The Secretary, MORTH, Government of India (with C/L)
The Additional Chief Secretary, Local Self Government Department
The Principal Secretary, Public Works Department
The Principal Secretary, Finance Department
The Director of Panchayats
The Director of Urban Affairs
All Secretaries of Grama Panchayats (Through the Director of Panchayats)
All Secretaries of Municipality/Corporation (Through Director of Urban Affairs)
The Director, Kerala State IT Mission
The Director of Treasuries
Public Works Department
Finance Department (vide No. 872461/Ind&PW-B2/2018/Fin dated 25/06/2018
Local Self Government Department
Power Department
Water Resources Department
The Chief Engineer, Local Self Government Department
The Chief Engineer, PWD [Roads & Bridges], Thiruvananthapuram
The Chief Engineer, PWD [NH division], Thiruvananthapuram
All District Collectors
The DDG, TERM Cell, Ernakulam, Kerala
The Chief General Manager, BSNL, Thiruvananthapuram
The Managing Director, KWA, Thiruvananthapuram
The Chairman and Managing Director, KSEB, Thiruvananthapuram
The State Head of all TSPs/IPs
The Principal Accountant General (G&SSA), Kerala, Thiruvananthapuram.
The Principal Accountant General (A&E), Kerala, Thiruvananthapuram.

General Administration (SC)Department (*Vide* item No.2336 dated 25/07/2018
and item No. 2535 dated 10/10/2018)

Information Officer (Web & New Media), I&PRD

Stock File / Office copy

Forwarded /By order

Section Officer

Copy to: The Private Secretary to Hon'ble Chief Minister
The PS to Hon'ble Minister (LSGD)
The PS to Hon'ble Minister (PWD)
The PS to Hon'ble Minister (Water Resources)
The Special Secretary to the Chief Secretary
PS to Secretary (E & IT) Department
CA to Joint Secretary (E & IT) Department

Annexure-I

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES/INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH LAND/PROPERTY VESTED WITH STATE/LSGI OR ANY OTHER PUBLIC AUTHORITY

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/ defined in the license agreement of that Licensee and for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/facilitating in nature.

3.The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient spaces are already available along NH or any other roads, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provisions of OFC Ducts.

4. A Performance Bank Guarantee @ Rs.50 per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by each Licensee to the Government/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 and interference, interruption, disruption or failure caused thereof to any services, non-compliance of bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. In case of the Licensee failing to discharge the obligation of making good the excavated trench/other restoration work the authority shall have a right to make good the damages caused by excavation, at the cost of Licensee and recover the amount by forfeiture of the Bank Guarantee. 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.

a) 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.

b) Bank Guarantee will be released to RoW operators only on production of completion certificate from the road authority(PWD/LSGD etc) and a certificate from KSITM stating that commitment with respect to bandwidth/internet connection is complied by operators.

c) 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 reasons of the exercise of the RoW facility.

5. The following Committee shall act as a Single Window in the State for RoW clearance and to co-ordinate activities in this regard.

1. Secretary (IT) - Chairman & Convenor
2. Secretary (PWD) - Member
3. Secretary (LSGD) - Member
4. Chief Engineer (PWD (Roads & Bridges))- Special Invitee
5. Chief Engineer (LSGD)- Special Invitee.
6. Director, Kerala State IT Mission – Special Invitee.

a) However in case of NH land, Licensees would be required to take permissions from the highway administration for laying of cables. As regard NH routes executed by the state PWD, the concerned State Chief Engineer (NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NH routes held by NHAI, the designated officers of NHAI may be assigned this task.

b) For work involving laying of cables along NH in different States or NH project of length exceeding 500km in one State, Chief Engineer (Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom Single Window Facilitation Committee will be created.

c) Highway Administrator/ Nodal Officer shall maintain a record of all RoW

permissions granted in the format given in **Annexure-III** including permissions given at Ministry Level.

6. Row permissions may be granted by the Single Window Clearance Committee /said nodal office to a Licensee within a period of 4 weeks from the date of receipt of completed application subject to the Licensee's application being complete with route details (including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing to requisite Bank Guarantee and execution of an agreement having operational details. The above stated Single Window Clearance Committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

7. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of Highways/other roads and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

8. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NHs or other roads laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The excess capacity/capability can be commercialized by the incumbent with suitable mutual agreements with the State Government/ utility agencies. However, the creation of excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/ State Roadways authorities may consider laying ducts/ conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

9. Licensee shall ensure safety and security of all underground installations/ utilities/facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/ claims or replacement sought for at the cost and risk of licensee.

10. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance/repair works. A separate Performance Bank Guarantee for maintenance/repair works shall be furnished by Licensee.

11. The validity of RoW permission shall be for 15 years from the date of granting

permission or till the period of currency of the license of the TSPs/IPs issued by GOI, whichever is earlier. The TSP shall have to submit a request to the Government for the renewal of RoW permission within a period of two months prior to the date of expiry of the permission. Government shall take appropriate decision on the request in a reasonable time and shall also fix the terms and conditions and fees for renewal of RoW permission which the the TSPs will have to concur.

12. The TSPs/IPs shall remit an amount of Rs.75,000/- per km for RoW permission as a One Time Contribution (One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). The Director shall transfer the entire amount of One Time Contribution so collected to the Chief Minister's Distress Relief Fund (CMDRF)

13. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted. Separate arrangements shall be made in such areas in consultation with the Roadways Authority/Public Works Department.

14. The District Collectors concerned shall be kept informed about the trenching. Clearance shall be obtained from the Executive Engineers concerned who should certify to the effect that trenching is done on short stretches and the stretches already trenched have been closed fully and compacted as per technical requirements and PWD standards.

15. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.

16. The TSPs/IPs shall also co-ordinate with the Kerala State Electricity Board, BSNL and Kerala Water Authority to ensure that no-other underground installations are disturbed. The TSPs/IPs shall fill up excavated stretches by close compactions of the soil and restore the road/road shoulders properly and produce a certificate to this effect from the authorized officer of PWD failing which the Bank Guarantee executed will be forfeited to Government.

17. Provisions relating to PWD will be applicable to roads under the control of Local Self Government Institutions also.

18. The Chief Engineer, PWD/LSGD/other road authority/Director, KSITM shall report to Government any violation in the provisions of the agreement conditions from the part of the TSP/IPs.

19. All the terms and conditions laid down in the agreement and such additional conditions that Government may impose from time to time shall be strictly adhered to by the TSP/IPs.

20. The Telecom Companies concerned shall do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition within the stipulated time frame and quality standards as decided by Government from time to time. The Telecom Company shall furnish a Bank Guarantee equal to 1/3rd (one-third) of the estimated restoration charges to the Department/Organisation/Local Body owning the road till the end of Defect Liability Period (DLP). The TSPs shall take necessary steps to renew the Bank Guarantee before the date of expiry. This Bank Guarantee will be over and above the existing Bank Guarantee.

21. The TSP/IPs will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned TSP/IPs shall pay adequate compensation to the victims of such accidents.

22. The RoW permission shall come into force only from the date of execution of the agreement.

Annexure-II

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR
LAYING TELECOM CABLES/DUCTS**

Agreement to lay Telecom Cables/OFC ducts for kms (Roadlist annexed) across Kerala.

This agreement made thisday of.....(month) of.....(year) between acting in his executive capacity through (hereinafter referred to as the Authority) which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns on the one part, and **M/s Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at and Circle office at (hereinafter called the Licensee) which expression shall unless excluded by repugnant to the context include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia for development and maintenance of lands in

Whereas the Licensee proposed to lay Telecom Cables/ducts in
.....

Whereas the Licensee has applied to the authority for permission to lay telecom cables/ ducts for Kms as per roadlist annexed.

And Whereas the Authority has agreed to grant such permission as per GO(Ms)No....., dated to the Licensee in accordance with the guidelines and conditions contained in the G.O (Ms)..... dt..... on the terms and conditions hereinafter mentioned.

Now this agreement witnesseth 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 Telecom Cables/ducts as per the approved drawing attached hereto, subject to the following conditions namely:

1. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW which may be adequate only to accommodate the carriageways central verge, shoulders, slopes of embankment and drains the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH /other roads the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available which includes provision for OFC ducts.

2. The top of the casing/conduit pipe containing the cables shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in Annexure IV (i&ii) of G.O (Ms)No.....dated..... Any structure above ground shall be aesthetically provided for/ landscaped with required safety measures as directed by the concerned authority.

3. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction so as to restore the land into 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 RoW.

4. A Performance Bank Guarantee @ Rs. 50 per route metre 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 Government/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 and non compliance of Bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. 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. 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.

5. The Telecom Companies concerned shall do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition within the stipulated time frame and quality standards as decided by Government from time to time. The Telecom Company shall furnish a Bank Guarantee equal to 1/3rd (one-third) of the estimated restoration charges to the Department/Organisation/Local Body owning the road till the end of Defect Liability Period (DLP). The TSPs shall take necessary steps to renew the Bank Guarantee before the date of expiry. This Bank Guarantee will be over and above the existing Bank Guarantee.
6. The Licensee will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned Licensee shall pay adequate compensation to the victims of such accidents.
7. 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.
8. The Licensee shall shift the cables/ducts 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 cables/ducts, 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.

9. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with the authority regarding the location of other cables, cable duct, underground installations/ utilities/ facilities etc. The licensee shall ensure the safety and security of already existing cables/ underground installations/utilities/facilities etc before commencement of the excavation/using the existing cable ducts.
10. The Licensee shall be solely responsible/liable for full compensation/ indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with the authority, shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
11. If the Licensee fails to comply with the conditions in 8 and 9 above to the satisfaction of the authority the same shall be executed by the authority at the cost and risk of the licensee.
12. 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. Whether the technical requirements are fulfilled or not shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the authority would not be accountable or liable in any manner whatsoever.
13. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/utilities/facilities etc during trenching.
14. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the Highways/other roads. As far as possible, the Licensee should avoid cutting of the road for crossing Highways 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 reason the road needs to be cut for crossing or laying a cable, the Licensee has to execute the corresponding restoration work in a time bound manner. In case of the Licensee failing to discharge the obligation of making good 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.

15. The Licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/ repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the licensee.
16. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work of that day. Filling should be completed to the satisfaction of the concerned agency designated by the authority. As far as possible, the digging should be undertaken preferably in the night hours, to avoid busy hours.
17. 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.
18. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication. The permission granted under this agreement will automatically cease in case of premature termination of the license granted by the DoT. The authority also has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, it will have to furnish a separate Bank Guarantee.
19. That the licensee shall not, without prior permission in writing of the concerned agency in co ordination with the authority undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
20. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NH/other roads laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In case where such ducts are not available, the licensee is free to lay voluntarily extra ducts / conduits with excess capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the licensee with suitable mutual agreements with the authority or its designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.
21. The permission granted shall not in any way be deemed to convey to the licensee

any ownership right of any interest in route/road/highway land/property other than what is herein expressly granted. No use of NH/other roads, RoW will be permitted for any purpose other than that specified in the agreement.

22. During the subsistence of this agreement the telecom cables/ducts 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 Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
23. The Licensee shall bear the stamp duty charged on this agreement.
24. The telecom cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Three copies of 'as laid drawing' 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 with in a month of completion of works.
25. Notwithstanding anything contained herein, this agreement may be cancelled at any time by the authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
26. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
27. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
28. After the termination/ expiry of the agreement, the licensee shall remove the cable/ducts within 90 days and the site shall be brought back to the original condition, failing which the licensee will loose the right to remove the cables/ducts. However, before taking up the work or removal of cables the licensee shall furnish a Bank Guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the

RoW.

29. The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Row facility is not to enhance the scope of License of the Licensee with DoT.
30. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the authority, licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
31. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of cables/cable ducts by the licensee compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRTH/NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
32. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved by the licensee from the concerned Executive Engineer in the PWD Division/ or equivalent authority of other roads and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.
33. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted by the licensee. Separate arrangement shall be made in such areas in consultation with the N.H Authority/Public Works Department/Local Self Government institutions by the licensee.
34. The licensee agrees to remit an amount of Rs. 75,000/- per km for RoW permission as One Time Contribution to the Director, Kerala State IT Mission (KSITM).
35. The licensee agrees to provide free bandwidth of 100 mbps at Network Operations Centre, 50 mbps at District Point of Presence (PoP) and 10 mbps at Block/Taluk headquarters.
36. All the conditions laid down in the GO (MS).No..... dated and such

additional conditions that Government may impose from time to time in this regard shall be strictly adhered by the licensee.

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 AS OF THE DAY AND THE YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF THE AUTHORITY.

BY SHRI

(Signature, name and address with stamp)

SIGNED ON BEHALF OF M/S LTD., (LICENSEE)

BY SHRI

(Signature, name and address with stamp)

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

IN THE PRESENCE OF (WITNESSES)

1.

2.

Annexure- IV

Annexure- IV (i)

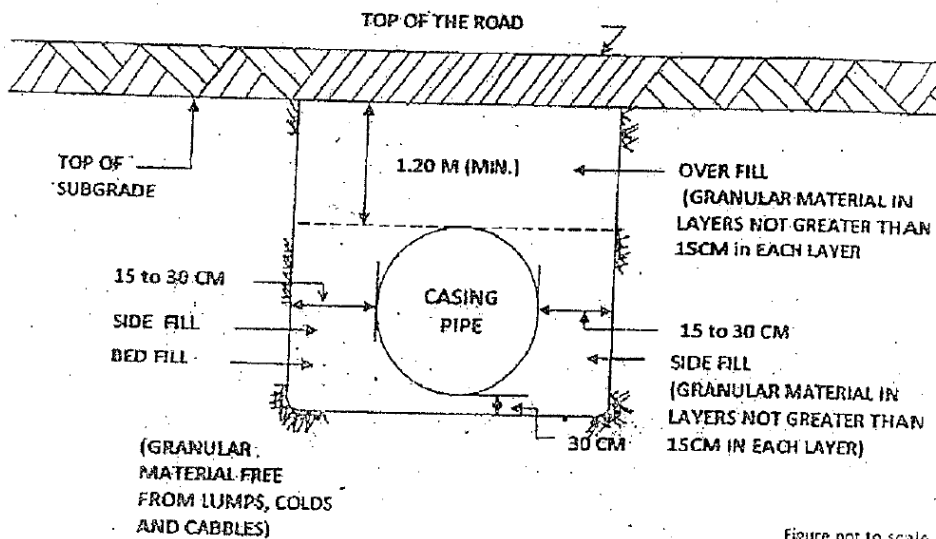


FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Annexure- IV (ii)

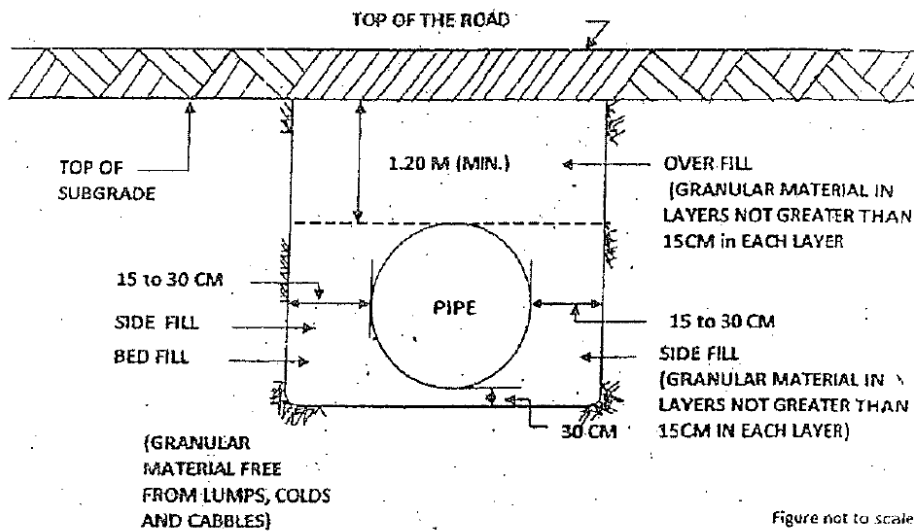


FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD

കേരള സർക്കാർ
(ശ്രീ.പിണറായി വിജയൻ മന്ത്രിസഭ)
മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പ്

- | | | | |
|-------|---|---|--|
| 1 | ഫയൽ നമ്പർ | : | നം. ഐ.ടി.ബി 1/1/2018/വി.സ.വ |
| 2 | വകുപ്പ് | : | ഇലക്ട്രോണിക്സ് വിവര സാങ്കേതിക വിദ്യയും (ബി) വകുപ്പ് |
| 3 | വിഷയം | : | ട്രെയിനിംഗ് സേവന ദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സിനും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപറ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നത്, റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതിനായി ഒരു വെബ് പോർട്ടൽ സജ്ജീകരിക്കുന്നത്- സംബന്ധിച്ച്. |
| 4 | മന്ത്രിസഭാ യോഗത്തിൽ സമർപ്പിക്കാനുള്ള മുഖ്യമന്ത്രിയുടെ ഉത്തരവ് തീയതി | : | 02.05.2018 |
| 5 (i) | ഇത് സാമ്പത്തിക ബാധ്യതയുള്ളതാണോ ? | : | അതെ |
| (ii) | സാമ്പത്തിക ബാധ്യതയുള്ളതാണെങ്കിൽ ധനകാര്യ വകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ, ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രി-സഭായോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ ? | : | ഉണ്ട്. |
| 6 | മറ്റേതെങ്കിലും വകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ, ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ ? | : | ഉണ്ട്. |
| 7 | കുറിപ്പ് സമർപ്പിച്ച ജോയിന്റ് സെക്രട്ടറിയുടെ പേര് | : | ശ്രീ. വിനോദ്.ജി |
| 8 | കുറിപ്പ് അംഗീകരിച്ച സെക്രട്ടറിയുടെ പേര് | : | ശ്രീ. എം. ശിവശങ്കർ. |
| 9 | മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി | : | 29.06.2018 |
| 10 | കുറിപ്പ് അംഗീകരിച്ച ചീഫ് സെക്രട്ടറിയുടെ പേര് | : | ശ്രീ. ടോം ജോസ് |
| 11 | മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് ചീഫ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി | : | 10.07.2018 |
| 12 | കുറിപ്പ് അംഗീകരിച്ച മന്ത്രിയുടെ പേര് | : | ശ്രീ. പിണറായി വിജയൻ |
| 13 | മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് മന്ത്രി അംഗീകരിച്ച തീയതി | : | 13.07.2018 |
| 14 | കുറിപ്പിന്റെ പകർപ്പുകൾ സമർപ്പിച്ച തീയതി | : | 17.07.2018 |
| 15 | മന്ത്രിസഭായോഗം തീരുമാനമെടുത്ത തീയതി | : | |
| 16 | തീരുമാനം പുറപ്പെടുവിച്ച സർക്കാർ ഉത്തരവ്/കത്തിന്റെ നമ്പരം തീയതിയും. | : | |

മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പ്

ടെലികോം സേവന ദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സ്സും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നതും റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട് ഒരു ഏകജാലക വെബ്പോർട്ടൽ സജ്ജീകരിക്കുന്നതും സംബന്ധിച്ചുള്ളതാണ് ഈ കുറിപ്പ്.

2) അന്തർദേശീയ നിലവാരത്തിലുള്ള വാർത്താവിനിമയ സൗകര്യങ്ങൾ ഒരുക്കുന്നതിനും സംസ്ഥാനത്തിന്റെ ദ്രുതഗതിയിലുള്ള സാമ്പത്തിക, സാമൂഹിക പുരോഗതിക്ക് വിവര സാങ്കേതിക വിദ്യയെ പ്രോത്സാഹിപ്പിക്കുന്നതിന്റേയും ഭാഗമായി 08.11.2000 ലെ സ.ഉ.(കൈ)നം.18/2000/വി.സ.വ ഉത്തരവ് പ്രകാരം സംസ്ഥാനത്തെ പാതയോരങ്ങളിൽ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിളുകൾ സ്ഥാപിക്കുന്നതിനുള്ള Right of Way (RoW) നയത്തിന് സർക്കാർ അനുമതി നൽകുകയുണ്ടായി. 20.01.2001 ലെ സ.ഉ.(കൈ)നം.2/2001/വി.സ.വ. ഉത്തരവ് പ്രകാരം ഐ.ടി. വകുപ്പ് നൽകുന്ന അനുമതി അന്തിമമായിരിക്കുമെന്നും മറ്റ് വകുപ്പുകളുടേയോ ഏജൻസികളുടേയോ പ്രത്യേകമായുള്ള ക്ലിയറൻസുകൾ ഇക്കാര്യത്തിൽ ആവശ്യമില്ലായെന്നും വ്യക്തമാക്കിയിരുന്നു. അതനുസരിച്ച് സ.ഉ. (കൈ)നം.18/2000/വി.സ.വ. നമ്പർ ഉത്തരവിലെ വ്യവസ്ഥകൾ പ്രകാരം ഭൂമിക്കടിയിലൂടെ ടെലികോം കേബിൾ (Underground Telecom Cable) വലിക്കുന്നതിന് ടെലികോം കമ്പനികൾക്ക് 2001 മുതൽ Right of Way അനുമതിയും നൽകിവരുന്നുണ്ട്. സ്വകാര്യ ടെലികോം ലൈസൻസികൾക്ക് മൊബൈൽ/ ടെലിഫോൺ സേവനങ്ങൾക്കു വേണ്ടി ഒപ്റ്റിക്കൽ ഫൈബർ കേബിളുകൾ ഇടുന്നതിനുള്ള മാനദണ്ഡങ്ങൾ 30.04.2010 ലെ സ.ഉ.(കൈ)നം.16/2010/വി.സ.വ. നമ്പർ ഉത്തരവ് പ്രകാരം പുറപ്പെടുവിച്ചിട്ടുണ്ട്.

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3)കേന്ദ്ര ഉപരിതലഗതാഗത മന്ത്രാലയം (MoRTH)/ടെലികോം മേഖലയിലെ മാറ്റുന്ന പരിതസ്ഥിതികളെ കണക്കിലെടുത്തും മാനദണ്ഡങ്ങളിൽ കൂടുതൽ വ്യക്തത വരുത്തുന്നതിനും വേണ്ടി പുതുക്കിയ മാനദണ്ഡങ്ങൾ 2013 ൽ പുറത്തിറക്കുകയുണ്ടായി. ഈ മാനദണ്ഡങ്ങൾക്കനുസൃതമായി സംസ്ഥാന സർക്കാർ 15.9.2015 ലെ സ.ഉ.(കൈ) നം.39/2015/വി.സ.വ. ഉത്തരവ് പ്രകാരം RoW മാനദണ്ഡങ്ങൾ പുതുക്കി നിശ്ചയിക്കുകയുണ്ടായി. നിലവിലുള്ള മാനദണ്ഡങ്ങൾക്ക് പകരമായിട്ടാണ് പുതുക്കിയ മാനദണ്ഡങ്ങൾ പുറത്തിറക്കിയത്. പ്രസ്തുത ഉത്തരവ് പ്രകാരം, RoW അനുമതി നൽകുന്നതിനായി പ്രിൻസിപ്പൽ സെക്രട്ടറി (ഐ.ടി) ചെയർമാനും, പൊതുമരാമത്ത്, തദ്ദേശസ്വയംഭരണ വകുപ്പുകളുടെ സെക്രട്ടറിമാർ മെമ്പർമാരുമായി ഒരു ഏകജാലക ക്ലിയറൻസ് കമ്മിറ്റി (Single Window Clearance Committee) രൂപീകരിച്ചിട്ടുണ്ട്. ഈ കമ്മിറ്റിയിൽ പൊതുമരാമത്ത് ചീഫ് എഞ്ചിനീയർ [Roads & Bridges], തദ്ദേശസ്വയംഭരണ ചീഫ് എഞ്ചിനീയർ, ഐ.ടി.മിഷൻ ഡയറക്ടർ എന്നിവർ പ്രത്യേക ക്ഷണിതാക്കളാണ്. റെറ്റ് ഓഫ് വേ അനുമതിയുള്ള കാലാവധി നിശ്ചയിച്ചുകൊണ്ട് 8.2.2016 ലെ സ.ഉ.(കൈ)നം.7/2016/വി.സ.വ പ്രകാരം ഭേദഗതി ചെയ്തിട്ടുണ്ട്.

4)സ.ഉ.(കൈ)നം.39/2015/വി.സ.വ. ഉത്തരവിലെ വ്യവസ്ഥകൾ പ്രകാരം ടെലികോം സേവനദാതാക്കൾ Right of Way അനുമതിയ്ക്കായി ഒരു കിലോമീറ്ററിന് 75,000/- രൂപ എന്ന നിരക്കിൽ One Time Contribution (OTC) കേരള സംസ്ഥാന ഐ.ടി.മിഷൻ ഡയറക്ടറുടെ പേരിൽ ഡിമാൻഡ് ഡ്രാഫ്റ്റായി അടയ്ക്കേണ്ടതാണ്. ഇതിന്റെ 50 ശതമാനം Corporate Social Responsibility യും IT related Infrastructure Developmental Activities നും വേണ്ടി ഉപയോഗിക്കണമെന്നും, ബാക്കി 50 ശതമാനം തുക മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസ നിധിയിലേയ്ക്കും നൽകണമെന്നും ഐ.ടി.മിഷൻ ഡയറക്ടറിനോട് നിർദ്ദേശിച്ചിരുന്നു. കൂടാതെ ഷോൾഡർ കട്ടിംഗ്, B.T.S.C, OFC വർക്ക് എന്നിവയ്ക്കായി, ബന്ധപ്പെട്ട അധികാരികൾ തയ്യാറാക്കിയ എസ്റ്റിമേറ്റ്

പ്രകാരം നിലവിലെ നിരക്കിലുള്ള റെസ്റ്റോറേഷൻ ചാർജ്ജസ് മുൻകൂറായി ടെലികോം സേവനദാതാക്കൾ/ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സ്, പൊതുമരാമത്ത് വകുപ്പ്/തദ്ദേശസ്വയംഭരണ വകുപ്പ്/റോഡ് അധികാരികൾക്ക് നൽകേണ്ടതാണ്. ഇതിനു പുറമെ മീറ്ററിന് 50/- രൂപ നിരക്കിൽ ഒരു വർഷ കാലാവധിയുള്ള പെർഫോമൻസ് ബാങ്ക് ഗ്യാരന്റിയാണ് (തൃപ്തികരമായ ജോലി പൂർത്തീകരണം വരെ കാലാവധി നീട്ടാവുന്നത്) ടെലികോം സേവനദാതാക്കൾ സെക്യൂരിറ്റിയായി സർക്കാരിന് സമർപ്പിക്കേണ്ടത്. റോഡ് കുഴിക്കുമ്പോൾ ഭൂഗർഭ ഇൻസ്റ്റലേഷൻ/യൂട്ടിലിറ്റി സർവ്വീസുകൾക്ക് സംഭവിക്കാവുന്ന നാശനഷ്ടങ്ങൾക്കും കേടുപാടുകൾക്കും കേബിൾ ട്രഞ്ചുകൾ മുടി നിലം യഥോചിതമായി പൂർവ്വസ്ഥിതിയിലാക്കാത്തതിനും പകരം ഒരു സെക്യൂരിറ്റിയായാണ് മേൽപ്പറഞ്ഞ ബാങ്ക് ഗ്യാരന്റി സ്വീകരിക്കുന്നത്. ഇപ്രകാരം One time Contribution (OTC)ഉം മുൻകൂർ റെസ്റ്റോറേഷൻ ചാർജ്ജസ് (Restoration Charges)ഉം അല്ലാതെ മറ്റൊരു പേരിലുള്ള യാതൊരു തുകയും TSPs ൽ നിന്ന് ഈടാക്കുവാൻ പാടില്ല.

5) എന്നാൽ കേബിൾ ഇടുന്നതിന് അനുമതി നൽകുന്നതിനായി മേൽപ്പറഞ്ഞ തുകകൾക്ക് പുറമെ റോഡ് അധികാരികൾ യൂസർ ഫീ/ട്രാക്ക് റെന്റ് (User fee/track rent) എന്നീ ഇനങ്ങളിൽ വൻ തുക ആവശ്യപ്പെടുന്നു എന്ന് ടെലികോം സേവനദാതാക്കളിൽ നിന്ന് പരാതികൾ ലഭിക്കുകയുണ്ടായി. പ്രസ്തുത പരാതികൾ സംബന്ധിച്ച് ചീഫ് സെക്രട്ടറിയുടെ അധ്യക്ഷതയിൽ 22.01.2018 ൽ തദ്ദേശ സ്വയംഭരണ വകുപ്പ് അഡീഷണൽ ചീഫ് സെക്രട്ടറി, പൊതുമരാമത്ത് വകുപ്പ് പ്രിൻസിപ്പൽ സെക്രട്ടറി, ധനകാര്യ വകുപ്പ് പ്രിൻസിപ്പൽ സെക്രട്ടറി, റോഡ്സ് & ബ്രിഡ്ജസ് ഡെവലപ്മെന്റ് കോർപ്പറേഷൻ ഓഫ് കേരള മാനേജിംഗ് ഡയറക്ടർ, ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ കേരള റോഡ് ഫണ്ട് ബോർഡ് (KRFB), പൊതുമരാമത്ത് വകുപ്പ് ചീഫ് എഞ്ചിനീയർ (NH Division), ഡയറക്ടർ, കേരള സ്റ്റേറ്റ് ഐ.ടി.മിഷൻ എന്നിവരുടെ യോഗം കൂടുകയുണ്ടായി. ഈ യോഗത്തിൽ പൊതുമരാമത്ത് വകുപ്പ്/കെ.എസ്.ടി.പി./ കെ.ആർ.എഫ്.ബി/ ആർ.ബി.ഡി.സി.കെ തുടങ്ങിയവയുടെ നിയന്ത്രണത്തിലുള്ള റോഡുകളിൽ Berm Cutting, BT Cutting എന്നിവ ചെയ്യുന്നതിന്

Receipt No : 2724928/2018/IT (B)

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ഒരേ തരത്തിലും നിലവാരത്തിലുള്ള റോഡുകൾ അവയുടെ നിർമ്മാണത്തിനും, വീതിക്കുമനുസരിച്ച് ഒരേ നിരക്കിലുള്ള റെസ്റ്റോറേഷൻ ചാർജ്ജസ് നിശ്ചയിക്കുവാൻ പൊതുമരാമത്ത് വകുപ്പിനെ ചുമതലപ്പെടുത്തുകയുണ്ടായി. ഈ നിരക്കുകൾ പൊതുമരാമത്ത് വകുപ്പ് യഥാസമയം പുതുക്കി നിശ്ചയിക്കുന്നതാണ്. കൂടാതെ, One time Contribution (OTC) ഐ.ടി. വകുപ്പിനും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസ നിധിയ്ക്കും തുല്യമായി വീതിക്കുന്ന നിലവിലെ രീതി തുടരേണ്ടതില്ലെന്നും പകരം OTC മുഴുവനായും ബന്ധപ്പെട്ട റോഡ് അധികാരികൾക്ക് അവരുടെ അധികാരപരിധിയിൽപ്പെടുന്ന റൈറ്റ് ഓഫ് വേ അനുമതി ലഭ്യമായ റോഡിന്റെ നീളത്തിന് ആനുപാതികമായി നൽകുവാനും തീരുമാനിക്കുകയുണ്ടായി. ഈ യോഗതീരുമാനങ്ങൾക്കനുസൃതമായി താഴെ പറയുന്ന മാറ്റങ്ങൾ ഉൾക്കൊള്ളിച്ചുകൊണ്ട് സർക്കാർ ഉത്തരവ്(കൈ) 39/2015/വി.സ.വ. യിലെ മാനദണ്ഡങ്ങളും ഉടമ്പടി മാതൃകയും ഭേദഗതി ചെയ്യുവാൻ തീരുമാനിച്ചു:

(i) ബന്ധപ്പെട്ട ടെലികോം കമ്പനികൾക്ക് സ്വന്തം നിലയ്ക്ക്, റോഡ് അധികാരികളുടെ മേൽനോട്ടത്തിൽ നിർദ്ദിഷ്ട ഗുണനിലവാരങ്ങളും മുൻകൂട്ടി നിശ്ചയിക്കപ്പെട്ട സമയക്രമങ്ങളും പാലിച്ച് റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കാവുന്നതാണ്. ഇപ്രകാരം ചെയ്യുമ്പോൾ റെസ്റ്റോറേഷൻ ചാർജ്ജസ് (Restoration charges) ന്റെ 10% തുക ടെലികോം കമ്പനികൾ ബന്ധപ്പെട്ട റോഡ് അധികാരികൾ/സ്ഥാപനങ്ങൾ/വകുപ്പുകൾക്ക് Defect Liability Period പൂർത്തിയാകുവരെ നിക്ഷേപമായി നൽകേണ്ടതുമാണ്. അല്ലെങ്കിൽ കമ്പനികൾ shoulder cutting, BT surface cutting, OFC works എന്നിവയ്ക്കായി ബന്ധപ്പെട്ട അധികാരികൾ തയ്യാറാക്കിയ എസ്റ്റിമേറ്റ് പ്രകാരം നിലവിലെ നിരക്കിലുള്ള റെസ്റ്റോറേഷൻ ചാർജ്ജസ് മുൻകൂറായി ടെലികോം സേവനദാതാക്കൾ/ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സ്, പൊതുമരാമത്ത്/തദ്ദേശ സ്വയംഭരണ/റോഡ് അധികാരികൾക്ക് അടയ്ക്കേണ്ടതാണ്. ഇത്തരത്തിൽ ചെയ്യുമ്പോൾ ബന്ധപ്പെട്ട റോഡ് അധികാരികൾ ആവശ്യമായ റെസ്റ്റോറേഷൻ ജോലികൾ ഏറ്റെടുത്ത് പൂർത്തിയാക്കേണ്ടതാണ്.

(ii) കമ്പനികൾ നിലവിലെ രീതിയായ കിലോമീറ്ററിന് 75,000/- രൂപ എന്ന

നിരക്കിൽ ഐ.ടി. മിഷൻ ഡയറക്ടറുടെ പേരിൽ One Time Contribution (One Time Track Rental) അടയ്ക്കുന്നത് തുടരേണ്ടതാണ്. എന്നാൽ, ഈ തുക തുല്യമായി വിവരസാങ്കേതിക വകുപ്പിനും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസനിധിയിലേക്കും നൽകുന്നതിന് പകരം മുഴുവനായും റോഡിന്റെ അധികാരമുള്ള വകുപ്പിന്/ തദ്ദേശസ്ഥാപനത്തിന് അവരുടെ അധികാര പരിധിയിൽപ്പെടുന്ന റൈറ്റ് ഓഫ് വേ (RoW) അനുമതി ലഭ്യമായ റോഡിന്റെ നീളത്തിന് ആനുപാതികമായി ഐ.ടി. മിഷൻ ഡയറക്ടർ കൈമാറേണ്ടതാണ്.

(iii) റെസ്റ്റോറേഷൻ ചാർജസ് (Restoration charges) ഉം One Time Contribution (One Time Track Rental) ഉം അല്ലാതെ മറ്റൊരു പേരിലും യാതൊരുവിധ തുകയും ബന്ധപ്പെട്ട സർക്കാർ വകുപ്പുകൾ/സ്ഥാപനങ്ങൾ/ തദ്ദേശസ്ഥാപനങ്ങൾ ടെലികോം കമ്പനികളിൽ നിന്ന് ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിനുള്ള റൈറ്റ് ഓഫ് വേ അനുമതിയ്ക്കായി ഈടാക്കുവാൻ പാടുള്ളതല്ല.

(iv) റൈറ്റ് ഓഫ് വേ (RoW) അനുമതിയുമായി ബന്ധപ്പെട്ട നോഡൽ വകുപ്പായി ഇലക്ട്രോണിക്സ് & വിവരസാങ്കേതിക വിദ്യ വകുപ്പ് തുടരുന്നതായിരിക്കും. റൈറ്റ് ഓഫ് വേ (RoW) അനുമതിയുമായി ബന്ധപ്പെട്ട് ഇലക്ട്രോണിക്സ് & വിവരസാങ്കേതിക വിദ്യ വകുപ്പ് പുറപ്പെടുവിക്കുന്ന മാനദണ്ഡങ്ങൾ (Annexure-I) അന്തിമമായിരിക്കും.

6) റൈറ്റ് ഓഫ് വേ അനുമതി ലഭിക്കുന്നതിനുള്ള അപേക്ഷകൾ സമർപ്പിക്കുന്നതിനും, പ്രോസസ്സ് ചെയ്യുന്നതിനും, ക്ലിയറൻസുകൾ നൽകുന്നതിനുമായി കേരള സംസ്ഥാന ഐ ടി മിഷൻ, ഒരു ഏകജാലക വെബ് പോർട്ടൽ രൂപീകരിക്കേണ്ടതാണ്. റൈറ്റ് ഓഫ് വേ യുടെ ഭാഗമായി റോഡ് കട്ടിംഗിനുള്ള എല്ലാ അനുമതികളും ഈ വെബ് പോർട്ടൽ മുഖേന നൽകേണ്ടതാണ്. വെബ് പോർട്ടൽ നിലവിൽ വരുന്ന മുറയ്ക്ക്, എല്ലാ വകുപ്പുകളും/തദ്ദേശ സ്ഥാപനങ്ങളും/അധികാരികളും പ്രസ്തുത വെബ് പോർട്ടൽ ഉപയോഗിക്കേണ്ടതുമാണ്. പ്രസ്തുത യോഗത്തിൽ റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട് പൊതുമരാമത്ത് വകുപ്പ്

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പുറപ്പെടുവിച്ച 5.01.2018 ലെ സ.ഉ(സാധാ)നം.30/2018/പൊ.മ.വ ഉത്തരവിലെ തെറ്റുകൾ തിരുത്തണമെന്ന് പൊതുമരാമത്ത് വകുപ്പിനോട് നിർദ്ദേശിച്ചിട്ടുണ്ട്.

7) പൊതുമരാമത്ത് വകുപ്പ് ഈ പ്രൊപ്പോസൽ-ന് അംഗീകാരം നൽകിയിട്ടുണ്ട്. അതിനുശേഷം ബഹു.മുഖ്യമന്ത്രിയുടെ ഉത്തരവിൻ പ്രകാരം ഫയൽ ധനകാര്യ വകുപ്പിന്റെ അഭിപ്രായത്തിനായി നൽകിയപ്പോൾ ആ വകുപ്പ് ചുവടെ കാണും പ്രകാരം അഭിപ്രായപ്പെടുകയുണ്ടായി :

" 'Finance' concurs with the proposal of the Administrative Department.

This has the approval of Hon'ble Minister (Finance). "

8) ബഹുമാനപ്പെട്ട മുഖ്യമന്ത്രിയ്ക്ക് ഫയൽ ചംക്രമണം ചെയ്തപ്പോൾ ഈ വിഷയം മന്ത്രിസഭയുടെ പരിഗണനയ്ക്കായി സമർപ്പിക്കുവാൻ ഉത്തരവായിട്ടുണ്ട്.

തീരുമാനിക്കേണ്ട വിഷയങ്ങൾ

1. ഖണ്ഡിക-5 (i) മുതൽ (iv) വരെ പരാമർശിച്ച നിബന്ധനകൾ ഉൾക്കൊള്ളിച്ച് 15-9-2015 ലെ സ.ഉ.(കൈ)നം.39/2015/വി.സ.വ ഉത്തരവും അനുബന്ധങ്ങളും ^(അനുബന്ധം-എ) ഭേദഗതി ചെയ്യാമോ?
2. അനുബന്ധം-I ലെയും അനുബന്ധം-II ലെയും ഭേദഗതി ചെയ്ത മാർഗ്ഗ നിർദ്ദേശങ്ങളും ഉടമ്പടി മാതൃകയും അംഗീകരിക്കാമോ? റൈറ്റ് ഓഫ് വേ അനുമതി ലഭ്യമായവ സംബന്ധിച്ച വിവരങ്ങൾ രേഖപ്പെടുത്തുന്നതിന്, ഹൈവേ അഡ്മിനിസ്ട്രേറ്റർ/ നോഡൽ ഓഫീസർ എന്നിവർ സൂക്ഷിക്കേണ്ട രജിസ്റ്ററിന്റെ മാതൃകയും, ക്ലിയറൻസ് സ്കെച്ചുകളുടെ മാതൃകയും യഥാക്രമം അനുബന്ധം-III, അനുബന്ധം-IV (i & ii) എന്നിവയിൽ കാണും പ്രകാരം അംഗീകരിക്കാമോ?

- 3. റൈറ്റ് ഓഫ് വേ യുമായി ബന്ധപ്പെട്ട അപേക്ഷകൾ ഓൺലൈൻ ആയി സ്വീകരിക്കുന്നതിനും ക്ലിയറൻസുകൾ നൽകുന്നതിനും റൈറ്റ് ഓഫ് വേയുടെ ഭാഗമായിട്ടുള്ള എല്ലാ അനുമതികളും നൽകുന്നതിനുമായി ഒരു ഏകജാലക വെബ് പോർട്ടൽ സജ്ജീകരിക്കുന്നതിന് ഐ.ടി.മിഷൻ ഡയറക്ടറെ ചുമതലപ്പെടുത്താമോ ?
- 4. വെബ് പോർട്ടൽ നിലവിൽ വരുന്ന മുറയ്ക്ക്, റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട കാര്യങ്ങൾക്ക് പ്രസ്തുത വെബ് പോർട്ടൽ തന്നെ ഉപയോഗിക്കേണ്ടതാണെന്ന നിർദ്ദേശം എല്ലാ വകുപ്പുകൾക്കും/തദ്ദേശ സ്ഥാപനങ്ങൾക്കും/അധികാരികൾക്കും നൽകാമോ?



GOVERNMENT OF KERALA

Abstract

Information Technology Department -Common Guidelines for granting RoW permission to Telecom Service Providers / Infrastructure Providers for laying of Telecom Cables including OFC/Ducts on roads controlled by State or Central Government, LSGIs or any other public authority-Approved-Orders issued-reg.

INFORMATION TECHNOLOGY (B) DEPARTMENT

G.O.(Ms)No.39/2015/ITD.

Dated, Thiruvananthapuram, 15.09.2015.

- Read: 1. G.O (Ms) No.18/2000/ITD, dated 08-11-2000.
 2. G.O (Ms) No.02/2001/ITD, dated 20-01-2001.
 3. G.O (Ms) No.16/2010/ITD, dated 30-04-2010.
 4. Letter No. RW/NH-33044/27/2005/S&R(R)(Pt), dated 07-08-2013 of MORTH,
 Government of India.
 5. Minutes of the meeting held by the Secretary (ITD) on 29-04-2014.
 6. Minutes of the meeting held by the Chief Secretary on 24.04.2015
 7. G.O(Ms) No.15/15/ITD dated 08.06.2015.

ORDER

Government, vide GO read as 1st paper above had approved the Right of Way(RoW) policy for laying Optical Fibre Cables along the road infrastructure and to promote information technology for the rapid economic and social development of the state. Government had also set up a Committee of Secretaries comprising of Principal Secretary(PWD), Secretary(LSG-Urban & Rural) and Secretary(IT) as Convener for formulating working guidelines for effective implementation of policy and further to act as a single window mechanism for according speedy clearance and to monitor implementation of the policy.

2. As per GO read as 2nd paper above it was further clarified that the clearance issued by IT Department shall be considered as final and it is not necessary for departments/ agencies to issue individual clearance. Accordingly Right of Way is being granted to telecommunication players since 2001 onwards by which the facility to lay underground telecom cables has been allowed subject to certain conditions which were laid down in GOs issued from time to time. The guidelines issued as per GO read as third paper above is now in force.

3. Ministry of Road Transport and Highways, Government of India, as per, letter read as fourth paper above, has informed that new guidelines in the matter have been finalised considering the changing environment in the field and to bring about desired clarity in this regard.

4. A meeting with all Telecom Service Providers/Infrastructure Providers of the state was held on 29-04-14 to discuss the revised guidelines issued by Government of India. It was decided in the said meeting to accept the revised guidelines for granting RoW permission for laying Telecom Cables issued by Government of India. The TSPs/IPs also agreed for incorporating the condition of providing free bandwidth to Government. In another meeting held on 24.04.2015 under the chairmanship of Chief Secretary the TSPs/IPs had also agreed for remitting an amount of Rs.75,000/- per KM as one time contribution for sanctioning ROW permission prospectively.

5. Government have examined the matter in detail and are pleased to approve the revised guidelines as appended to this order for granting Right of Way permission to the Telecom Service Providers/Infrastructure Providers for laying Telecom Cables / ducts on National Highwayland/ any other road land owned, controlled or managed by State/LSG Institutions or any other public authorities, in accordance with the guidelines issued by the Ministry of Road Transport and Highways (MORTH) as per letter cited as 4th paper above, and subject to the following conditions.

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- i. The TSPs/IPs shall remit an amount of Rs. 75,000/- (Rupees Seventyfive Thousand only) per km for RoW permission as a one time contribution to the Director, Kerala State IT Mission(KSITM). The Director, KSITM shall utilise 50% of the amount so collected for Corporate Social Responsibility and other IT related infrastructure developmental activities. He shall transfer the balance 50% of the amount to the head of account of the Chief Minister's Distress Relief Fund.
- ii. TSPs/IPs shall provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence(PoP) and 10 mbps at block/taluk head quarters. The Director, KSITM shall ensure the same by having constant coordination with all TSPs/IPs concerned and to workout an equitable distribution for obtaining free bandwidth in the above centres.
- iii. TSP/IPs shall submit bank guarantee as stipulated in the Guidelines (appended) and the same will be released only on production of completion certificate from the owner of road viz a viz PWD / LSGD and also after the production of a certificate from the Director, KSITM for having complied the free bandwidth/internet connection, as per clause ii above.
- iv. A Single Window Clearance Committee is constituted to grant permission for RoW clearance with the following members.

- Principal Secretary(IT)- Chairman
- Secretary(PWD)- Member
- Secretary(LSGD)-Member

The Chief Engineer [PWD (Roads & Bridges)], CE(LSGD) and Director, KSITM shall be special invitees to the above committee.

6. The revised guidelines appended as Annexure-I to this order for granting RoW permission to TSPs/ registered IP providers for laying OFC/ducts under, over, along, across, in or upon a property vested in or under the control or management of state or central Government, LSGIs or any other public authority during the currency of their license will come into force with immediate effect.

7. An agreement as in the format enclosed as Annexure - II to this order shall be executed with the TSPs/IPs by the State Chief Engineers/National Highway Authority of India (NHAI) / Head of Department (HoD) or institutions concerned or his designated representative on behalf of the authority.

8. The authorities who manage / Control the road shall keep a register of records of RoW permissions to the licensees who have been permitted trenching / cutting of roads of the National Highway and other roads under their jurisdiction in the format enclosed as Annexure -III. The figure for installation of casing pipe for crossing the road and the figure for installation of pipe for along the road are appended as Annexure IV (i) & (ii) respectively.

9. These guidelines are issued in supersession of all earlier guidelines issued in this regard.

(BY ORDER OF THE GOVERNOR)
P.H.Kuiran I.A.S
Principal Secretary to Government

To

The Secretary, Department of Telecommunication, Government of India (with C/L)
The Secretary, MORTH, Government of India(with C/L).
The Additional Chief Secretary, Finance Department
The Principal Secretary, Local Self Government Department.
The Secretary, Public Works Department.
The Director, Kerala State IT Mission
The Director of Treasuries
The Chief Engineer, Local Self Government Department.
The Chief Engineer, PWD(Roads & Bridges), Thiruvananthapuram.
All District Collectors.

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The DDG, ITRM Cell, Gandhi Nagar, Ernakulam, Kerala.
The Chief General Manager, BSNL, Thiruvananthapuram.
The State Head of all Telecom/ Internet Service Provider.
The Principal Accountant General (Audit/A&E) Kerala, Thiruvananthapuram.
Web & New Media, I&PRD, Thiruvananthapuram.
General Administration (SC) Department (Vide item No.7310 dated 25.08.2015)
Stock File / Office Copy.

Forwarded / By Order



Section Officer

Copy to:

PS to Chief Minister
PS to Minister (Industries & IT)
Additional Secretary to Chief Secretary
PA to Principal Secretary (Industries & IT)
CA to Additional Secretary (IT)

Annexure-1

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES/INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH LAND/PROPERTY VESTED WITH STATE/LSGI OR ANY OTHER PUBLIC AUTHORITY.

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of that Licensee and for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/ facilitating in nature.

3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient spaces are already available along NH or any other roads, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provision of OFC Ducts.

4. A Performance Bank Guarantee @ Rs. 50 per route metre with a validity of one year initially(extendable if required till satisfactory completion of work) shall have to be furnished by each 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 and interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs. 50/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequently 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. 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 Licensee and recover the amount by forfeiture of the bank Guarantee. 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.

a) 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.

b) Bank Guarantee will be released to RoW operators only on production of completion certificate from the road authority(PWD/LSGD etc) and a certificate from KSITM stating that commitment with respect to bandwidth/internet connection is complied by operators.

c) 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 reasons of the exercise of the

5. The following Committee shall act as a Single Window in the State for RoW clearance and to co-ordinate activities in this regard.

1. Secretary (IT) - Chairman
2. Secretary(PWD)-Member
3. Secretary(LSGD)-Member
4. Chief Engineer(PWD(Roads & Bridges))-Special Invitee
5. Chief Engineer(LSGD) - Special Invitee

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6. Director, Kerala State IT Mission – Special Invitee

a) However in case of NH land, Licensees would be required to take permissions from the highway administration for laying of cables. As regard NH routes executed by the state PWD, the concerned State Chief Engineer(NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NH routes held by NHAI, the designated officers of NHAI may be assigned this task.

b) For work involving laying of cables along NH in different States or NH project of length exceeding 500 km in one state, Chief Engineer(Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom Single Window Facilitation Committee will be created.

c) Highway Administrator/ Nodal Officer shall maintain a record of all RoW permissions granted in the format given in Annexure -III including permissions given at Ministry Level.

6. RoW permissions may be granted by the Single Window Clearance Committee/said nodal office to a Licensee within a period of 4 weeks from the date of receipt of completed application subject to the Licensee's application being complete with route details(including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing of requisite Bank Guarantee and execution of an agreement having operational details. The above stated Single Window Clearance Committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

7. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways/other roads and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

8. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NHs or other roads laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/ conduits with extra capacity so as to take care of future needs. The excess capacity/capability can be commercialized by the incumbent with suitable mutual agreements with the State Government/utility agencies. However, the creation of excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/State Roadways authorities may consider laying ducts/ conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

9. Licensee shall ensure safety and security of all underground installations/utilities/facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/claims or replacement sought for at the cost and risk of licensee.

10. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance/ repair works. A separate performance Bank Guarantee for maintenance/ repair works shall be furnished by Licensee.

11. The period of validity of RoW permission shall be co-terminus with the validity of license.

12. The TSPs/IPs shall remit an amount of Rs. 75,000/- per km for RoW permission as a one time contribution to the Director, Kerala State IT Mission(KSITM).

13. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted. Separate arrangements shall be made in such areas in consultation with the Roadways Authority/Public Works Department.

14. The District Collectors concerned shall be kept informed about the trenching. Clearance shall be obtained from the Executive Engineers concerned who should certify to the effect that trenching is done on short stretches and the stretches already trenched have been closed fully and compacted as per technical requirements and PWD standards.

15. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.

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16. The TSPs/IPs shall also coordinate with the Kerala State Electricity Board, BSNL, and Kerala Water Authority to ensure that no-other underground installations are disturbed. The TSPs/IPs shall fillup excavated streaches by close compactions of the soil and restore the road/road shoulders properly and produce a certificate to this effect from the authorized officer of PWD failing which the Bank Guarantee executed will be forfeited to Government.

17. Provisions relating to PWD will be applicable to roads under the control of Local Governments also.

18. The Chief Engineer, PWD/ LSGD/ other road authority /Director, KSITM shall report to Government any violation in the provisions of the agreement conditions from the part of the TSP/IPs.

19. All the terms and conditions laid down in the agreement and such additional conditions that Government may impose from time to time shall be strictly adhered to by the TSPs/IPs.

20. The TSPs/IPs shall pay in advance restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting and BT surface cutting and OFC works as per sanctioned estimate to be prepared by concerned authority.

21. The TSPs/IPs will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned TSPs/IPs shall pay adequate compensation to the victims of such accidents.

22. The RoW permission shall come into force only from the date of execution of the agreement.

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Annexure-IIAGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS

Agreement to lay Telecom Cables/OFC ducts from to KM of land.

This agreement made this day of(month) of(year) between acting in his executive capacity through.....(hereinafter referred to as the Authority which expression shall unless excluded by or repungnant to the context, include his successors in office and assigns on the one part, and M/s..... a company registered under the Companies Act, 1956 and having its Registered Office at..... (hereinafter called the Licensee) which expression shall unless excluded by repungnant to the context include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia for development and maintenance of lands in.....

Whereas the Licensee proposed to lay Telecom Cables/ducts in.....

Whereas the Licensee has applied to the authority for permission to lay telecom cables/ ducts from KM..... to KM..... of road/route up to and from KM..... to KM..... of road/route up to

And Whereas the Authority has agreed to grant such permission as per GO(Ms) No. / /ITD, dated..... to the Licensee in accordance with the guidelines and conditions contained in the GO(Ms) No 39/15/ITD, dated 15/09/2015, on the terms and conditions hereinafter mentioned.

Now this agreement witnesseth 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 Telecom Cables/ducts as per the approved drawing attached hereto subject to the following condtions namely:

1. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW which may be adequate only to accommodate the cariageways central verge, shoulders, slopes of embankment and drains the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH /other roads the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45 m is available which includes provision for OFC ducts.
2. The top of the casing/conduit pipe containing the cables shall be at least 1.2 m below the top of the sub grade or the existing ground level which ever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in Annexure IV (i&ii). Any structure above ground shall be aesthetically provided for/ landscaped with required safety measures as directed by the concerned authority.
3. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction so as to restore the land into 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 RoW.
4. A Performance Bank Guarantee @ Rs. 50 per route metre 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 interms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs.50/m is liable to be reviewed every

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5 years. For clarification it is hereby mentioned that 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. 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. 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.

5. 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.
6. The Licensee shall shift the cables/ducts 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 cables/ducts, 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.
7. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with authority regarding the location of other cables, cable duct, underground installations/ utilities/ facilities etc. The licensee shall ensure the safety and security of already existing cables/ underground installations/utilities/facilities etc before commencement of the excavation/using the existing cable ducts.
8. The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with authority shall also have a right to make good such damages/recover the claims by forfeiture of bank guarantee.
9. If the Licensee fails to comply with the condition 6 and 7 above to the satisfaction of the authority the same shall be executed by the authority at the cost and risk of the licensee.
10. 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. Whether the technical requirements are fulfilled or not shall be decided by Highway Administration/government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the authority would not be accountable or liable in any manner whatsoever.
11. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/utilities/facilities etc during trenching.
12. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways/other roads. 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 an avoidable reason, the road needs to be cut for crossing or laying a cable, the Licensee has to execute the

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- corresponding restoration work in a time bound manner. For clarification, it is hereby mentioned that 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. 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.
13. The Licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance bank guarantee for maintenance/repair works shall have to be furnished by the licensee.
 14. Each day, the extent of digging the trenches should be strictly regulated so that cables 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.
 15. 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.
 16. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication. The permission granted under this agreement will automatically cease in case of premature termination of the license granted to by the DoT. The authority also has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables./ducts, he will have to furnish a separate bank guarantee.
 17. That the licensee shall not without prior permission in writing of the concerned agency in co-ordination with authority undertake any work of shifting repairs or alterations to the said telecom cables/ducts.
 18. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NH/other roads laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In case where such ducts are not available, the licensee is free to lay voluntarily extra ducts / conduits with excess capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the licensee with suitable mutual agreements with the authority or his desingated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.
 19. The permission granted shall not in any way be deemed to convey to the licensee any ownership right of any interest in route/road/highway land/property other than what is herein expressly granted. No use of NH/other roads, RoW will be permitted for any purpose other than that specified in the agreement.
 20. During the subsistence of this agreement the telecom cables/ducts 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 Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
 21. The Licensee shall bear the stamp duty charged on this agreement.
 22. The telecom cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geotagged 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 with in a month of completion of works.
 23. Not withstanding anything contained herein, this agreement may be cancelled at any time by the authority for breach of any condition of the same and the licensee shall neither be entitled

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- to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
24. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
 25. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
 26. After the termination/ expiry of the agreement, the licensee shall remove the cable/ducts 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 cables/ducts. However, before taking up the work or removal of cables the licensee shall furnish a bank guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
 27. The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Row facility is not to enhance the scope of License of the Licensee with DoT.
 28. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the authority, licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
 29. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying /shifting of cables/ cable ducts by the licensee compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRTH/ NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
 30. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved by the licensee from the concerned Executive Engineer in the PWD Division/ or equivalent authority of other roads and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.
 31. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted by the licensee. Separate arrangements shall be made in such areas in consultation with the N.H Authority/Public Works Department/Local Self Government institutions by the licensee.
 32. The licensee agrees to remit an amount of Rs. 75,000/- per km for RoW permission as a one time contribution (Corporate Social Responsibility) to the Director, Kerala State IT Mission(KSITM).
 33. The licensee agrees to provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence(PoP) and 10 mbps at block/taluk head quarters.
 34. All the conditions laid down in the GO(MS). 39/2015/ITD dated 15.09.2015 and such additional conditions that Government may impose from time to time in this regard shall be strictly adhered by the licensee.

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.

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BY SHRI.....
(Signature, name and address with stamp)

SIGNED ON BEHALF OF M/S.(LICENSEE)

BY SHRI.....
(Signature, name and address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATEDEXECUTED IN
ACCORDANCE WITH THE RESOLUTION NO.DATED.....PASSED BY
THE BOARD OF DIRECTORS IN THE MEETING HELD ON
IN THE PRESENCE OF (WITNESSES)

- 1.
- 2.

Signature

Annexure-III

Format for maintaining records of RoW permission granted for laying OFC
 (to be maintained separately for every NH and State, every PWD division / LSGD or equivalent)

- i. Name of the state.....
- ii. Name of agency(PWD/LSGD/NHAI)
- iii. Name of PWD Division / LSGD or equivalent
- iv. NH Number

Sl. No.	Location (chainage in km)	Left or right side of NH (towards increasing chainage/km direction)	Section and reach	Kind of service	Name of licensee and contact address	Date of signing of agreement	Date of validity of the agreement	Date of last inspection agreement of site	Any deviation from MoRTH standard norms	Remarks

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Annexure IV (i)

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/27/2005/S&R(R) (Pt.) dated 06.08.2013.

Annexure-IV

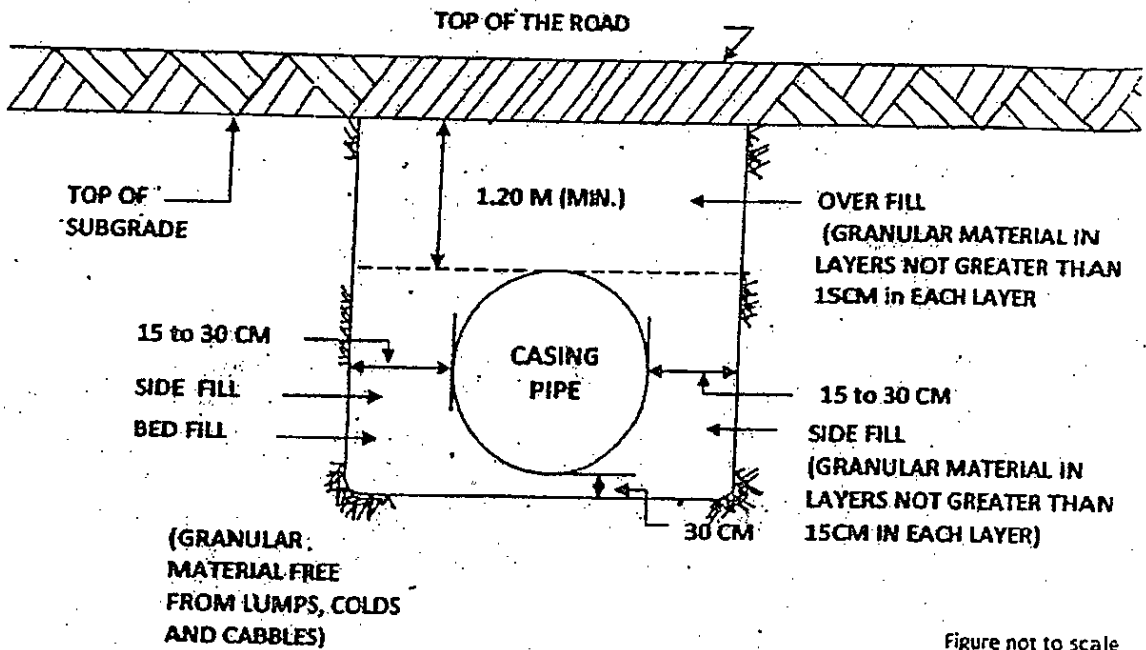


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Handwritten signature

Annexure IV (ii)

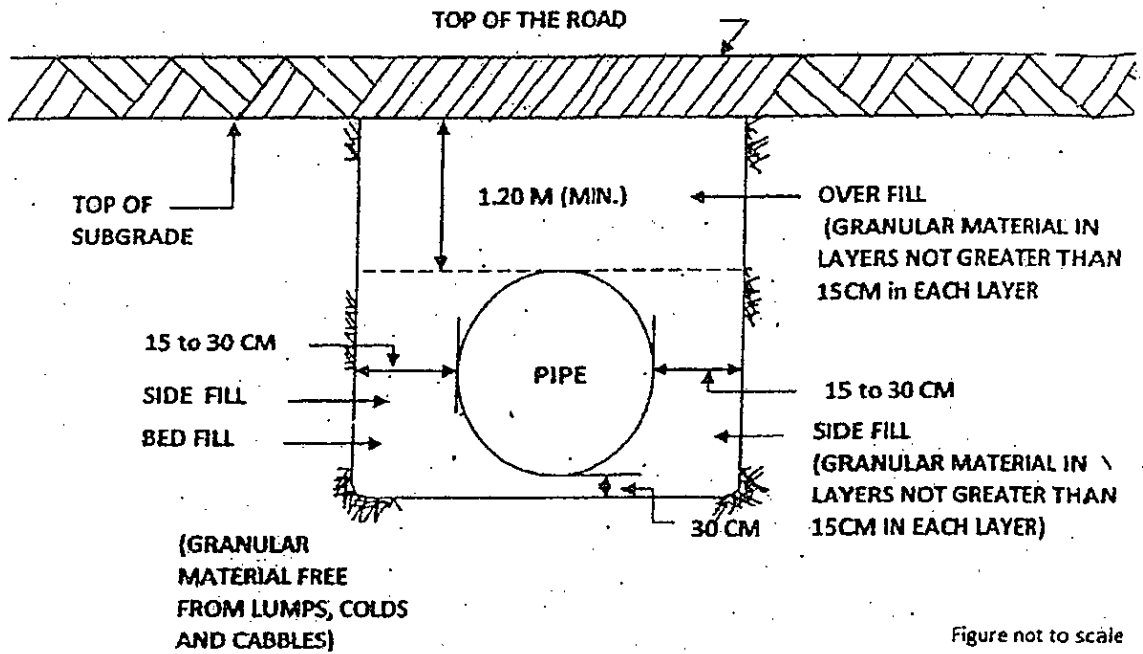


FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD

Annexure-I

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES/INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH LAND/PROPERTY VESTED WITH STATE/LSGI OR ANY OTHER PUBLIC AUTHORITY

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/ defined in the license agreement of that Licensee and for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/facilitating in nature.

3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient spaces are already available along NH or any other roads, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provisions of OFC Ducts.

4. A Performance Bank Guarantee @ Rs.50 per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by each Licensee to the Government/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 and interference, interruption, disruption or failure caused thereof to any services, non-compliance of bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. In case of the Licensee failing to discharge the obligation of making good the excavated trench/other restoration work the authority shall have a right to make good the damages caused by excavation, at the cost of Licensee and recover the amount by forfeiture of the Bank Guarantee. 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.

a) 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.

b) Bank Guarantee will be released to RoW operators only on production of completion certificate from the road authority(PWD/LSGD etc) and a certificate from KSITM stating that commitment with respect to bandwidth/internet connection is complied by operators.

c) Not withstanding this, the Licensee shall be liable to pay full compensation to the aggrieved authority/ its designated agency for any damage sustained by them by reasons of the exercise of the RoW facility.

5. The following Committee shall act as a Single Window in the State for RoW clearance and to co-ordinate activities in this regard.

1. Secretary (IT) - Chairman & convenor
2. Secretary (PWD) - Member
3. Secretary (LSGD) - Member
4. Chief Engineer (PWD (Roads & Bridges))- Special Invitee
5. Chief Engineer (LSGD)- Special Invitee.
6. Director, Kerala State IT Mission – Special Invitee.

a) However in case of NH land, Licensees would be required to take permissions from the highway administration for laying of cables. As regard NH routes executed by the state PWD, the concerned State Chief Engineer (NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NH routes held by NHAI, the designated officers of NHAI may be assigned this task.

b) For work involving laying of cables along NH in different States or NH project of length exceeding 500km in one State, Chief Engineer (Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom Single Window Facilitation Committee will be created.

c) Highway Administrator/ Nodal Officer shall maintain a record of all RoW permissions granted in the format given in **Annexure-III** including permissions given at Ministry Level.

6. Row permissions may be granted by the Single Window Clearance Committee /said nodal office to a Licensee within a period of 4 weeks from the date of receipt of completed application subject to the Licensee's application being complete with route details (including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing to requisite Bank Guarantee and execution of an agreement having operational details. The above stated Single Window Clearance Committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

7. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways/other roads and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

8. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NHs or other roads laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The excess capacity/capability can be commercialized by the incumbent with suitable mutual agreements with the State Government/utility agencies. However, the creation of excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/ State Roadways authorities may consider laying ducts/ conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

9. Licensee shall ensure safety and security of all underground installations/utilities/facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/ claims or replacement sought for at the cost and risk of licensee.

10. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance/repair works. A separate Performance Bank Guarantee for maintenance/repair works shall be furnished by Licensee.

11. The validity of RoW permission shall be for 15 years from the date of granting permission or till the period of currency of the license of the TSPs/IPs issued by GOI, whichever is earlier.

12. The TSPs/IPs shall remit an amount of Rs.75,000/- per km for RoW permission as a One Time Contribution (One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). The Director shall transfer the entire amount so collected to the department / local body owning the road in proportion to the extend of RoW permission through their jurisdiction.

13. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted. Separate arrangements shall be made in such areas in consultation with the Roadways Authority/Public Works Department.

14. The District Collectors concerned shall be kept informed about the trenching. Clearance shall be obtained from the Executive Engineers concerned who should certify to the effect that trenching is done on short stretches and the stretches already trenched have been closed fully and compacted as per technical requirements and PWD standards.

15. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.

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16. The TSPs/IPs shall also coordinate with the Kerala State Electricity Board, BSNL, and Kerala Water Authority to ensure that no-other underground installations are disturbed. The TSPs/IPs shall fillup excavated stretches by close compactions of the soil and restore the road/road shoulders properly and produce a certificate to this effect from the authorized officer of PWD failing which the Bank Guarantee executed will be forfeited to Government.

17. Provisions relating to PWD will be applicable to roads under the control of Local Self Government Institutions also.

18. The Chief Engineer, PWD/LSGD/other road authority/Director, KSITM shall report to Government any violation in the provisions of the agreement conditions from the part of the TSP/IPs.

19. All the terms and conditions laid down in the agreement and such additional conditions that Government may impose from time to time shall be strictly adhered to by the TSP/IPs.

20. It shall be open to the Telecom Companies concerned to do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the expiry of the Defect Liability Period (DLP). Or else, the TSP/IPs shall pay in advance, the restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting, BT surface cutting and OFC works as per the sanctioned estimate to be prepared by concerned authority. In such cases, the concerned road authority shall undertake the necessary restoration work.

21. The TSP/IPs will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned TSP/IPs shall pay adequate compensation to the victims of such accidents.

22. The RoW permission shall come into force only from the date of execution of the agreement.

Annexure-IIAGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS

Agreement to lay Telecom Cables/OFC ducts for kms (Roadlist annexed) across Kerala.

This agreement made thisday of.....(month) of.....(year) between acting in his executive capacity through (hereinafter referred to as the Authority) which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns on the one part, and **M/s** **Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at and Circle office at (hereinafter called the Licensee) which expression shall unless excluded by repugnant to the context include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia for development and maintenance of lands in

Whereas the Licensee proposed to lay Telecom Cables/ducts in

Whereas the Licensee has applied to the authority for permission to lay telecom cables/ ducts for Kms as per roadlist annexed.

And Whereas the Authority has agreed to grant such permission as per GO(Ms)No....., dated to the Licensee in accordance with the guidelines and conditions contained in the G.O (Ms)..... dt..... on the terms and conditions hereinafter mentioned.

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Now this agreement witnesseth 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 Telecom Cables/ducts as per the approved drawing attached hereto, subject to the following conditions namely:

1. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW which may be adequate only to accommodate the carriageways central verge, shoulders, slopes of embankment and drains the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH /other roads the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available which includes provision for OFC ducts.
2. The top of the casing/conduit pipe containing the cables shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in **Annexure IV (i&ii) of G.O (Ms)No.....** Any structure above ground shall be aesthetically provided for/ landscaped with required safety measures as directed by the concerned authority.
3. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction so as to restore the land into 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 RoW.
4. A Performance Bank Guarantee @ Rs. 50 per route metre 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 Government/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 and non compliance of Bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. 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. 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.

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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.

5. The Licensee shall pay in advance restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting and BT surface cutting and OFC works as per sanctioned estimate to be prepared by the concerned authority. In such cases, the concerned road authority shall undertake the necessary restoration work. It shall be open to the Telecom Companies concerned to do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the expiry of the Defect Liability Period (DLP).
6. The Licensee will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned Licensee shall pay adequate compensation to the victims of such accidents.
7. 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.
8. The Licensee shall shift the cables/ducts 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 cables/ducts, 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.

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9. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with the authority regarding the location of other cables, cable duct, underground installations/ utilities/ facilities etc. The licensee shall ensure the safety and security of already existing cables/ underground installations/utilities/facilities etc before commencement of the excavation/using the existing cable ducts.
10. The Licensee shall be solely responsible/liable for full compensation/ indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with the authority, shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
11. If the Licensee fails to comply with the conditions in 8 and 9 above to the satisfaction of the authority the same shall be executed by the authority at the cost and risk of the licensee.
12. 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. Whether the technical requirements are fulfilled or not shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the authority would not be accountable or liable in any manner whatsoever.
13. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/utilities/facilities etc during trenching.
14. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the Highways/other roads. As far as possible, the Licensee should avoid cutting of the road for crossing Highways 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 reason the road needs to be cut for crossing or laying a cable, the Licensee has to execute the corresponding restoration work in a time bound manner. In case of the Licensee failing to discharge the obligation of making good

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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.

15. The Licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/ repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the licensee.
16. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work of that day. Filling should be completed to the satisfaction of the concerned agency designated by the authority. As far as possible, the digging should be undertaken preferably in the night hours, to avoid busy hours.
17. 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.
18. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication. The permission granted under this agreement will automatically cease in case of premature termination of the license granted by the DoT. The authority also has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, it will have to furnish a separate Bank Guarantee.
19. That the licensee shall not, without prior permission in writing of the concerned agency in co ordination with the authority undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
20. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NH/other roads laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In case where such ducts are not available, the licensee is free to lay voluntarily extra ducts / conduits with excess capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the licensee with suitable mutual agreements with the authority or its designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.

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21. The permission granted shall not in any way be deemed to convey to the licensee any ownership right of any interest in route/road/highway land/property other than what is herein expressly granted. No use of NH/other roads, RoW will be permitted for any purpose other than that specified in the agreement.
22. During the subsistence of this agreement the telecom cables/ducts 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 Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
23. The Licensee shall bear the stamp duty charged on this agreement.
24. The telecom cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Three copies of 'as laid drawing' 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 with in a month of completion of works.
25. Notwithstanding anything contained herein, this agreement may be cancelled at any time by the authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
26. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
27. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
28. After the termination/ expiry of the agreement, the licensee shall remove the cable/ducts within 90 days and the site shall be brought back to the original condition, failing which the licensee will loose the right to remove the cables/ducts. However, before taking up the work or removal of cables 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

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produced due to excavation of trenching at least 50m away from the edge of the RoW.

29. The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Row facility is not to enhance the scope of License of the Licensee with DoT.
30. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the authority, licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
31. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of cables/cable ducts by the licensee compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRTH/NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
32. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved by the licensee from the concerned Executive Engineer in the PWD Division/ or equivalent authority of other roads and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.
33. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted by the licensee. Separate arrangement shall be made in such areas in consultation with the N.H Authority/Public Works Department/Local Self Government institutions by the licensee.
34. The licensee agrees to remit an amount of Rs. 75,000/- per km for RoW permission as a One Time Contribution to the Director, Kerala State IT Mission (KSITM).
35. The licensee agrees to provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence (PoP) and 10 mbps at Block/Taluk headquarters.

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36. All the conditions laid down in the GO (MS).No..... dated and such additional conditions that Government may impose from time to time in this regard shall be strictly adhered by the licensee.

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 AS OF THE DAY AND THE YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF THE AUTHORITY.

BY SHRI
(Signature, name and address with stamp)

SIGNED ON BEHALF OF M/S LTD., (LICENSEE)

BY SHRI
(Signature, name and address with stamp)

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

IN THE PRESENCE OF (WITNESSES)

1.

2.

Annexure- IV

Annexure- IV (i)

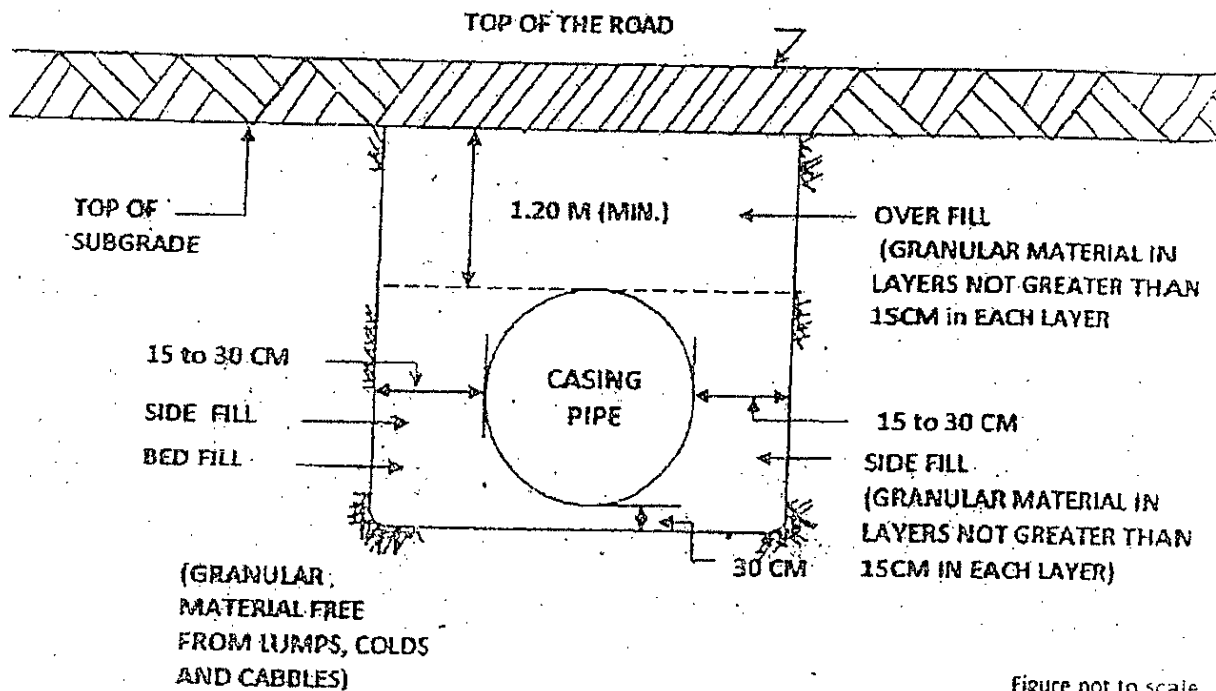


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Annexure- IV (ii)

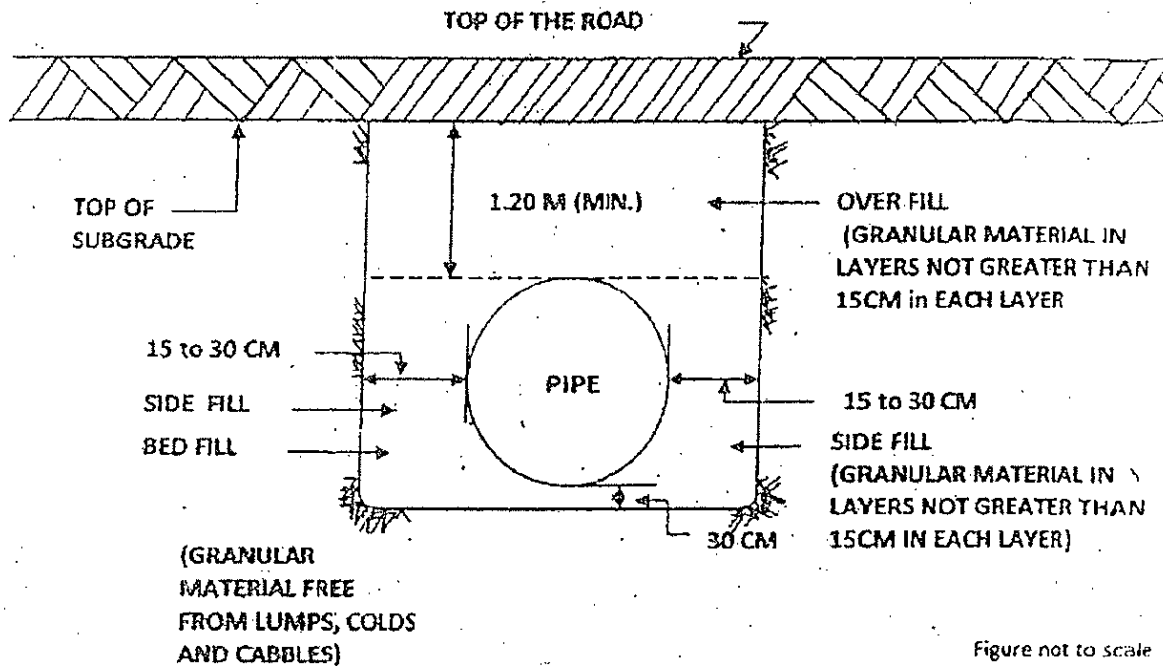


FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD

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GOVERNMENT OF KERALA
(SHRI. PINARAYI VIJAYAN MINISTRY)
NOTE FOR COUNCIL OF MINISTERS

- | | | | |
|------|--|---|---|
| 1 | File Number | : | IT- B1/1 /2018/ITD. |
| 2 | Department | : | Electronics & Information
Technology (B) Dept. |
| 3 | Subject | : | Amendment in the existing Right of
Way guidelines for laying Optical
Fibre Cables by the Telecom Service
Providers/ Infrastructure Providers
along the road networks in Kerala
and setting up of a web portal for
granting RoW-reg. |
| 4 | Date of Chief Minister's order for
placing before the Council | : | 02.05.2018 |
| 5(i) | Does the case involve financial
commitments/implications | : | Yes |
| (ii) | If the answer to the above is in the
affirmative, whether Finance
Department has been consulted and
their remarks incorporated in the
Council Note | : | Yes |
| 6 | Are any other Departments concerned
with the case and if so, have they been
consulted and their remarks
incorporated in the Note for the
Council? | : | Yes |
| 7. | Name of Joint Secretary who
submitted the Draft Note | : | Shri.Vinod. G |
| 8. | Name of Secretary who approved the
Draft Note | : | Shri.M.Sivasankar |
| 9. | Date of Approval of the Draft Note for
the Council by the Secretary. | : | 29.06.2018 |
| 10. | Name of Chief Secretary who
approved the Draft Note. | : | Shri. Tom Jose |
| 11. | Date of approval of the Draft Note for
the Council by the Chief Secretary | : | 10.07.2018 |
| 12. | Name of Minister who approved the
Draft Note | : | Shri. Pinarayi Vijayan |
| 13. | Date of approval of the Draft Note for
the Council by the Minister. | : | 13.07.2018 |
| 14. | Date of submission of fair copies | : | 17.07.2018 |
| 15. | Date of decision by the Council of
Ministers | : | |
| 16. | Number and Date of the G.O./ letter
communicating the decision. | : | |

Note for Council of Ministers

- 1) This note deals with the amendment in the existing Right of Way (RoW) guidelines for laying Optical Fibre Cables by the Telecom Service Providers (TSPs)/Infrastructure Providers (IPs) along the road networks in Kerala.
- 2) Government of Kerala vide G.O (Ms)No.18/2000/ITD, dated 08/11/2000 had approved the Right of Way (RoW) policy for laying Optical Fibre Cables along the road networks in Kerala to provide world class telecommunication infrastructure and to promote information technology for the rapid economic and social development of the state. As per G.O (Ms)No.2/2001/ITD dated 20/01/2001, it was further made clear that the clearance issued by Information Technology Department shall be considered final clearance and it shall not be necessary for departments/agencies to issue individual clearances. Accordingly, Right of Way is being granted to telecommunication players since 2001, by which the facility to lay underground telecom cables has been allowed subject to certain conditions which were laid out in GO dated 08.11.2000. State Government has further formulated guidelines allowing private telecom licensees to lay optical fibre cables for cellular mobile/basic telephone services as per G.O(Ms)No.16/2010/ITD dated 30/04/2010.
- 3) Ministry of Road Transport and Highways (MoRTH) in 2013, have finalised a fresh set of guidelines considering the changing environment in the field and to bring about desired clarity in this regard. In accordance with the MoRTH guidelines, Government of Kerala has revised the existing Right of Way guidelines vide G.O (Ms)No. 39/2015/ITD dated 15/09/2015 in supersession of all the concerned /related orders in this regard. As per the above G.O, a Single Window Clearance Committee with Principal Secretary (IT) as Chairman and Secretaries of Public Works Department (PWD) and Local Self Government Department (LSGD) as members was constituted for granting permission for RoW clearances. In the said committee, the Chief Engineer [PWD (Roads & Bridges)], the Chief Engineer [LSGD] and the Director, Kerala State I T Mission are special invitees. Subsequently, it was modified vide G.O (Ms)No.7/2016/ITD dated 08/02/2016 specifying the validity of RoW permission.
- 4) As per the provisions of G.O (Ms)No. 39/2015/ITD, the TSPs/IPs shall have to remit an amount of Rs.75,000/- per km for RoW permission as One Time Contribution (OTC) by

i) It shall be open to the Telecom Companies concerned to do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the end of Defect Liability Period (DLP). Or else, the TSPs/IPs shall pay in advance, the restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting, BT surface cutting and OFC works as per the sanctioned estimates to be prepared by the concerned authority. In such case, the concerned road authority shall undertake the necessary restoration work.

ii) The TSPs/IPs shall continue to remit an amount of Rs.75,000/- per km as One Time Contribution (One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). Instead of utilising this amount equally between I T Department and CMDRF, this amount will be assigned wholly to the Department/Local Body owning the road by the Director, KSITM in proportion to the extent of the RoW through their jurisdiction.

iii) No fees other than restoration charges and the One time contribution (One time Track Rental) shall be charged by the Department/Organisation /Local Body in the State for the issuance of RoW permissions for the OFC laying by the Telecom Companies.

iv) Electronics and Information Technology Department will continue as the nodal department in Government and the guidelines issued by that Department (Annexure-I) will be final with regard to the sanctioning of RoW.

6) It was decided in the meeting that the Director, KSITM shall develop a single window portal for filing, processing, issuance of clearances for granting RoW permissions, electronically. The entire approval for road cutting as part of RoW shall be given through this portal. All the Road Authorities / Departments / local bodies shall use this portal for RoW permissions, once the portal is in place. It was also decided that the PWD shall rectify the errors in G.O(Rt)No.30/2018/PWD dated 05-01-2018 regarding sanctioning of RoW.

7) Public Works Department has concurred the proposal. Later, when file was forwarded to Finance Department as per orders of Hon'ble Chief Minister, that Department remarked as follows;

“ 'Finance' concurs with the proposal of the Administrative Department.

This has the approval of Hon'ble Minister (Finance). ”

8) When the file was circulated to the Hon'ble Chief Minister it was ordered to place the matter before the Council of Ministers for consideration.

Points for decision

1. Whether G.O(Ms)No.39/2015/ITD dated 15/09/2015 and its annexures (Annexure-A) may be amended by incorporating the conditions specified in Para 5 (i) to (iv) above?
2. Whether the modified guidelines and agreement format for granting Right of Way permissions appended as Annexure-I and Annexure-II respectively and a specimen record of all RoW permissions granted in the format to be maintained by the Highway Administrator/Nodal Officer as given in Annexure-III and a typical sketch showing the clearances as given in Annexure IV-(i&ii) may be approved?
3. Whether the Director, Kerala State IT Mission may be entrusted with the setting up of a webportal for filing and processing, issuance of online clearances and for the entire approvals of the road cutting as part of RoW, electronically?
4. Whether direction may be given to all Road Authorities/ Departments/Local Bodies for using the portal for RoW permission, once the portal is in place?



GOVERNMENT OF KERALA

Abstract

Information Technology Department -Common Guidelines for granting RoW permission to Telecom Service Providers / Infrastructure Providers for laying of Telecom Cables including OFC/Ducts on roads controlled by State or Central Government, LSGIs or any other public authority-Approved-Orders issued-reg.

INFORMATION TECHNOLOGY (B) DEPARTMENT

G.O.(Ms)No.39/2015/ITD.

Dated, Thiruvananthapuram, 15.09.2015.

- Read: 1. G.O (Ms) No.18/2000/ITD, dated 08-11-2000.
 2. G.O (Ms) No.02/2001/ITD, dated 20-01-2001.
 3. G.O (Ms) No.16/2010/ITD, dated 30-04-2010.
 4. Letter No. RW/NH-33044/27/2005/S&R(R)(Pt), dated 07-08-2013 of MORTH,
 Government of India.
 5. Minutes of the meeting held by the Secretary (ITD) on 29-04-2014.
 6. Minutes of the meeting held by the Chief Secretary on 24.04.2015
 7. G.O(Ms) No.15/15/ITD dated 08.06.2015.

ORDER

Government, vide GO read as 1st paper above had approved the Right of Way(RoW) policy for laying Optical Fibre Cables along the road infrastructure and to promote information technology for the rapid economic and social development of the state. Government had also set up a Committee of Secretaries comprising of Principal Secretary(PWD), Secretary(LSG-Urban & Rural) and Secretary(IT) as Convener for formulating working guidelines for effective implementation of policy and further to act as a single window mechanism for according speedy clearance and to monitor implementation of the policy.

2. As per GO read as 2nd paper above it was further clarified that the clearance issued by IT Department shall be considered as final and it is not necessary for departments/ agencies to issue individual clearance. Accordingly Right of Way is being granted to telecommunication players since 2001 onwards by which the facility to lay underground telecom cables has been allowed subject to certain conditions which were laid down in GOs issued from time to time. The guidelines issued as per GO read as third paper above is now in force.

3. Ministry of Road Transport and Highways, Government of India, as per, letter read as fourth paper above, has informed that new guidelines in the matter have been finalised considering the changing environment in the field and to bring about desired clarity in this regard.

4. A meeting with all Telecom Service Providers/Infrastructure Providers of the state was held on 29-04-14 to discuss the revised guidelines issued by Government of India. It was decided in the said meeting to accept the revised guidelines for granting RoW permission for laying Telecom Cables issued by Government of India. The TSPs/IPs also agreed for incorporating the condition of providing free bandwidth to Government. In another meeting held on 24.04.2015 under the chairmanship of Chief Secretary the TSPs/IPs had also agreed for remitting an amount of Rs.75,000/- per KM as one time contribution for sanctioning ROW permission prospectively.

5. Government have examined the matter in detail and are pleased to approve the revised guidelines as appended to this order for granting Right of Way permission to the Telecom Service Providers/Infrastructure Providers for laying Telecom Cables / ducts on National Highwayland/ any other road land owned, controlled or managed by State/LSG Institutions or any other public authorities, in accordance with the guidelines issued by the Ministry of Road Transport and Highways (MORTH) as per letter cited as 4th paper above, and subject to the following conditions.

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- i. The TSPs/IPs shall remit an amount of Rs. 75,000/- (Rupees Seventyfive Thousand only) per km for RoW permission as a one time contribution to the Director, Kerala State IT Mission(KSITM). The Director, KSITM shall utilise 50% of the amount so collected for Corporate Social Responsibility and other IT related infrastructure developmental activities. He shall transfer the balance 50% of the amount to the head of account of the Chief Minister's Distress Relief Fund.
- ii. TSPs/IPs shall provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence(PoP) and 10 mbps at block/taluk head quarters. The Director, KSITM shall ensure the same by having constant coordination with all TSPs/IPs concerned and to workout an equitable distribution for obtaining free bandwidth in the above centres.
- iii. TSP/IPs shall submit bank guarantee as stipulated in the Guidelines (appended) and the same will be released only on production of completion certificate from the owner of road viz a viz PWD / LSGD and also after the production of a certificate from the Director, KSITM for having complied the free bandwidth/internet connection, as per clause ii above.
- iv. A Single Window Clearance Committee is constituted to grant permission for RoW clearance with the following members.
- Principal Secretary(IT)- Chairman
 - Secretary(PWD)- Member
 - Secretary(LSGD)-Member

The Chief Engineer [PWD (Roads & Bridges)], CE(LSGD) and Director, KSITM shall be special invitees to the above committee.

6. The revised guidelines appended as Annexure-I to this order for granting RoW permission to TSPs/ registered IP providers for laying OFC/ducts under, over, along, across, in or upon a property vested in or under the control or management of state or central Government, LSGIs or any other public authority during the currency of their license will come into force with immediate effect.

7. An agreement as in the format enclosed as Annexure - II to this order shall be executed with the TSPs/IPs by the State Chief Engineers/National Highway Authority of India (NHAI) / Head of Department (HoD) or institutions concerned or his designated representative on behalf of the authority.

8. The authorities who manage / Control the road shall keep a register of records of RoW permissions to the licensees who have been permitted trenching / cutting of roads of the National Highway and other roads under their jurisdiction in the format enclosed as Annexure -III. The figure for installation of casing pipe for crossing the road and the figure for installation of pipe for along the road are appended as Annexure IV (i) & (ii) respectively.

9. These guidelines are issued in supersession of all earlier guidelines issued in this regard.

(BY ORDER OF THE GOVERNOR)
P.H.Kuiran I.A.S
Principal Secretary to Government

To

The Secretary, Department of Telecommunication, Government of India (with C/L)
The Secretary, MORTH, Government of India(with C/L).
The Additional Chief Secretary, Finance Department
The Principal Secretary, Local Self Government Department.
The Secretary, Public Works Department.
The Director, Kerala State IT Mission
The Director of Treasuries
The Chief Engineer, Local Self Government Department.
The Chief Engineer, PWD(Roads & Bridges), Thiruvananthapuram.
All District Collectors.

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3

The DDG, TERM Cell, Gandhi Nagar, Ernakulam, Kerala.
The Chief General Manager, BSNL, Thiruvananthapuram.
The State Head of all Telecom/ Internet Service Provider.
The Principal Accountant General (Audit/A&E) Kerala, Thiruvananthapuram.
✓ Web & New Media, I&PRD, Thiruvananthapuram.
General Administration (SC) Department (Vide item No.7310 dated 25.08.2015)
Stock File / Office Copy.

Forwarded / By Order



Section Officer

Copy to:

PS to Chief Minister
PS to Minister (Industries & IT)
Additional Secretary to Chief Secretary
PA to Principal Secretary (Industries & IT)
CA to Additional Secretary (IT)

Annexure-1

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES/INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH LAND/PROPERTY VESTED WITH STATE/LSGI OR ANY OTHER PUBLIC AUTHORITY

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of that Licensee and for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/ facilitating in nature.

3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient spaces are already available along NH or any other roads, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provision of OFC Ducts.

4. A Performance Bank Guarantee @ Rs. 50 per route metre with a validity of one year initially(extendable if required till satisfactory completion of work) shall have to be furnished by each 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 and interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs. 50/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequently 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. 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 Licensee and recover the amount by forfeiture of the bank Guarantee. 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.

a) 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.

b) Bank Guarantee will be released to RoW operators only on production of completion certificate from the road authority(PWD/LSGD etc) and a certificate from KSITM stating that commitment with respect to bandwidth/internet connection is complied by operators.

c) 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 reasons of the exercise of the

5. The following Committee shall act as a Single Window in the State for RoW clearance and to co-ordinate activities in this regard.

1. Secretary (IT) - Chairman
2. Secretary(PWD)-Member
3. Secretary(LSGD)-Member
4. Chief Engineer(PWD(Roads & Bridges))-Special Invitee
5. Chief Engineer(LSGD) - Special Invitee

Seferins

6. Director, Kerala State IT Mission – Special Invitee

a) However in case of NH land, Licensees would be required to take permissions from the highway administration for laying of cables. As regard NH routes executed by the state PWD, the concerned State Chief Engineer(NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NH routes held by NHAI, the designated officers of NHAI may be assigned this task.

b) For work involving laying of cables along NH in different States or NH project of length exceeding 500 km in one state, Chief Engineer(Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom Single Window Facilitation Committee will be created.

c) Highway Administrator/ Nodal Officer shall maintain a record of all RoW permissions granted in the format given in Annexure -III including permissions given at Ministry Level.

6. RoW permissions may be granted by the Single Window Clearance Committee/said nodal office to a Licensee within a period of 4 weeks from the date of receipt of completed application subject to the Licensee's application being complete with route details(including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing of requisite Bank Guarantee and execution of an agreement having operational details. The above stated Single Window Clearance Committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

7. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways/other roads and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

8. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NHs or other roads laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/ conduits with extra capacity so as to take care of future needs. The excess capacity/capability can be commercialized by the incumbent with suitable mutual agreements with the State Government/utility agencies. However, the creation of excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/State Roadways authorities may consider laying ducts/ conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

9. Licensee shall ensure safety and security of all underground installations/utilities/facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/claims or replacement sought for at the cost and risk of licensee.

10. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance/ repair works. A separate performance Bank Guarantee for maintenance/ repair works shall be furnished by Licensee.

11. The period of validity of RoW permission shall be co-terminus with the validity of license.

12. The TSPs/IPs shall remit an amount of Rs. 75,000/- per km for RoW permission as a one time contribution to the Director, Kerala State IT Mission(KSITM).

13. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted. Separate arrangements shall be made in such areas in consultation with the Roadways Authority/Public Works Department.

14. The District Collectors concerned shall be kept informed about the trenching. Clearance shall be obtained from the Executive Engineers concerned who should certify to the effect that trenching is done on short stretches and the stretches already trenched have been closed fully and compacted as per technical requirements and PWD standards.

15. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.

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16. The TSPs/IPs shall also coordinate with the Kerala State Electricity Board, BSNL, and Kerala Water Authority to ensure that no other underground installations are disturbed. The TSPs/IPs shall fillup excavated stretches by close compactions of the soil and restore the road/road shoulders properly and produce a certificate to this effect from the authorized officer of PWD failing which the Bank Guarantee executed will be forfeited to Government.

17. Provisions relating to PWD will be applicable to roads under the control of Local Governments also.

18. The Chief Engineer, PWD/ LSGD/ other road authority /Director, KSITM shall report to Government any violation in the provisions of the agreement conditions from the part of the TSP/IPs.

19. All the terms and conditions laid down in the agreement and such additional conditions that Government may impose from time to time shall be strictly adhered to by the TSPs/IPs.

20. The TSPs/IPs shall pay in advance restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting and BT surface cutting and OFC works as per sanctioned estimate to be prepared by concerned authority.

21. The TSPs/IPs will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned TSPs/IPs shall pay adequate compensation to the victims of such accidents.

22. The RoW permission shall come into force only from the date of execution of the agreement.

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Annexure-IIAGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS

Agreement to lay Telecom Cables/OFC ducts from to KM of land.

This agreement made this day of(month) of(year) between acting in his executive capacity through.....(hereinafter referred to as the Authority which expression shall unless excluded by or repungnant to the context, include his successors in office and assigns on the one part, and M/s..... a company registered under the Companies Act, 1956 and having its Registered Office at..... (hereinafter called the Licensee) which expression shall unless excluded by repungnant to the context include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia for development and maintenance of lands in.....

Whereas the Licensee proposed to lay Telecom Cables/ducts in.....

Whereas the Licensee has applied to the authority for permission to lay telecom cables/ ducts from KM..... to KM..... of road/route up to and from KM..... to KM..... of road/route up to

And Whereas the Authority has agreed to grant such permission as per GO(Ms) No. / /ITD, dated..... to the Licensee in accordance with the guidelines and conditions contained in the GO(Ms) No 39/15/ITD, dated 15/09/2015, on the terms and conditions hereinafter mentioned.

Now this agreement witnesseth 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 Telecom Cables/ducts as per the approved drawing attached hereto subject to the following conditions namely:

1. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW which may be adequate only to accommodate the carriageways central verge, shoulders, slopes of embankment and drains the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH /other roads the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45 m is available which includes provision for OFC ducts.
2. The top of the casing/conduit pipe containing the cables shall be at least 1.2 m below the top of the sub grade or the existing ground level which ever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in Annexure IV (i&ii). Any structure above ground shall be aesthetically provided for/ landscaped with required safety measures as directed by the concerned authority.
3. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction so as to restore the land into 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 RoW.
4. A Performance Bank Guarantee @ Rs. 50 per route metre 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 interms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs.50/m is liable to be reviewed every

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5 years. For clarification it is hereby mentioned that 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. 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. 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.

5. 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.
6. The Licensee shall shift the cables/ducts 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 cables/ducts, 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.
7. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with authority regarding the location of other cables, cable duct, underground installations/ utilities/ facilities etc. The licensee shall ensure the safety and security of already existing cables/ underground installations/utilities/facilities etc before commencement of the excavation/using the existing cable ducts.
8. The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with authority shall also have a right to make good such damages/recover the claims by forfeiture of bank guarantee.
9. If the Licensee fails to comply with the condition 6 and 7 above to the satisfaction of the authority the same shall be executed by the authority at the cost and risk of the licensee.
10. 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. Whether the technical requirements are fulfilled or not shall be decided by Highway Administration/government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the authority would not be accountable or liable in any manner whatsoever.
11. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/utilities/facilities etc during trenching.
12. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways/other roads. 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 an avoidable reason, the road needs to be cut for crossing or laying a cable, the Licensee has to execute the

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corresponding restoration work in a time bound manner. For clarification, it is hereby mentioned that 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. 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.

13. The Licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance bank guarantee for maintenance/repair works shall have to be furnished by the licensee.
14. Each day, the extent of digging the trenches should be strictly regulated so that cables 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.
15. 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.
16. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication. The permission granted under this agreement will automatically cease in case of premature termination of the license granted to by the DoT. The authority also has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables./ducts, he will have to furnish a separate bank guarantee.
17. That the licensee shall not without prior permission in writing of the concerned agency in co-ordination with authority undertake any work of shifting repairs or alterations to the said telecom cables/ducts.
18. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NH/other roads laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In case where such ducts are not available, the licensee is free to lay voluntarily extra ducts / conduits with excess capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the licensee with suitable mutual agreements with the authority or his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.
19. The permission granted shall not in any way be deemed to convey to the licensee any ownership right of any interest in route/road/highway land/property other than what is herein expressly granted. No use of NH/other roads, RoW will be permitted for any purpose other than that specified in the agreement.
20. During the subsistence of this agreement the telecom cables/ducts 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 Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
21. The Licensee shall bear the stamp duty charged on this agreement.
22. The telecom cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geotagged 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.
23. Notwithstanding anything contained herein, this agreement may be cancelled at any time by the authority for breach of any condition of the same and the licensee shall neither be entitled

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- to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
24. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
 25. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
 26. After the termination/ expiry of the agreement, the licensee shall remove the cable/ducts 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 cables/ducts. However, before taking up the work or removal of cables the licensee shall furnish a bank guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
 27. The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Row facility is not to enhance the scope of License of the Licensee with DoT.
 28. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the authority, licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
 29. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying /shifting of cables/ cable ducts by the licensee compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRTH/ NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
 30. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved by the licensee from the concerned Executive Engineer in the PWD Division/ or equivalent authority of other roads and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.
 31. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted by the licensee. Separate arrangements shall be made in such areas in consultation with the N.H Authority/Public Works Department/Local Self Government institutions by the licensee.
 32. The licensee agrees to remit an amount of Rs. 75,000/- per km for RoW permission as a one time contribution (Corporate Social Responsibility) to the Director, Kerala State IT Mission(KSITM).
 33. The licensee agrees to provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence(PoP) and 10 mbps at block/taluk head quarters.
 34. All the conditions laid down in the GO(MS). 39/2015/ITD dated 15.09.2015 and such additional conditions that Government may impose from time to time in this regard shall be strictly adhered by the licensee.

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.

Sajeev

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BY SHRI.....
(Signature, name and address with stamp)

SIGNED ON BEHALF OF M/S.(LICENSEE)

BY SHRI.....
(Signature, name and address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATEDEXECUTED IN
ACCORDANCE WITH THE RESOLUTION NO.DATED.....PASSED BY
THE BOARD OF DIRECTORS IN THE MEETING HELD ON
IN THE PRESENCE OF (WITNESSES)

- 1.
- 2.

Signature

Annexure-III

Format for maintaining records of RoW permission granted for laying OFC
 (to be maintained separately for every NH and State, every PWD division / LSGD or equivalent)

- i. Name of the state.....
- ii. Name of agency(PWD/LSGD/NHAI)
- iii. Name of PWD Division / LSGD or equivalent
- iv. NH Number

Sl. No.	Location (chainage in km)	Left or right side of NH (towards increasing chainage/km direction)	Section and reach	Kind of service	Name of licensee and contact address	Date of signing of agreement	Date of validity of the agreement	Date of last inspection agreement of site	Any deviation from MoRTH standard norms	Remarks

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Annexure IV (i)

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/27/2005/S&R(R) (Pt.) dated 06.08.2013.

Annexure-IV

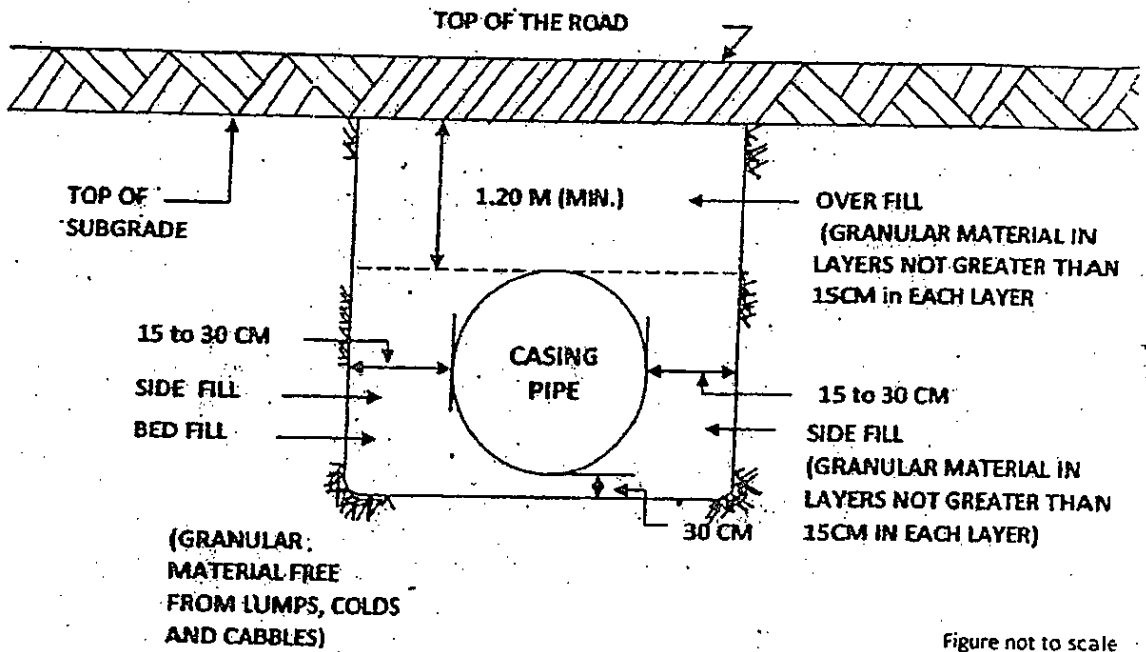


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Handwritten signature

Annexure IV (ii)

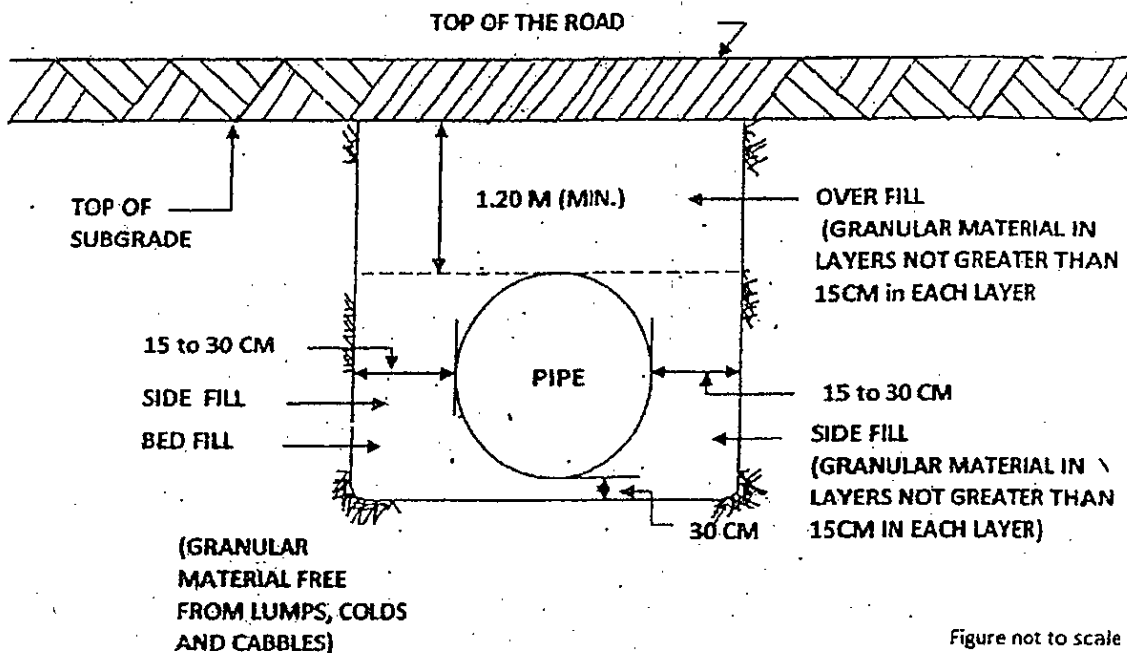


FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD

Annexure-I

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES/INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH LAND/PROPERTY VESTED WITH STATE/LSGI OR ANY OTHER PUBLIC AUTHORITY

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/ defined in the license agreement of that Licensee and for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/facilitating in nature.

3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient spaces are already available along NH or any other roads, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provisions of OFC Ducts.

4. A Performance Bank Guarantee @ Rs.50 per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by each Licensee to the Government/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 and interference, interruption, disruption or failure caused thereof to any services, non-compliance of bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. In case of the Licensee failing to discharge the obligation of making good the excavated trench/other restoration work the authority shall have a right to make good the damages caused by excavation, at the cost of Licensee and recover the amount by forfeiture of the Bank Guarantee. 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.

a). 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.

b) Bank Guarantee will be released to RoW operators only on production of completion certificate from the road authority(PWD/LSGD etc) and a certificate from KSITM stating that commitment with respect to bandwidth/internet connection is complied by operators.

c) Not withstanding this, the Licensee shall be liable to pay full compensation to the aggrieved authority/ its designated agency for any damage sustained by them by reasons of the exercise of the RoW facility.

5. The following Committee shall act as a Single Window in the State for RoW clearance and to co-ordinate activities in this regard.

1. Secretary (IT) - Chairman & convenor
2. Secretary (PWD) - Member
3. Secretary (LSGD) - Member
4. Chief Engineer (PWD (Roads & Bridges))- Special Invitee
5. Chief Engineer (LSGD)- Special Invitee.
6. Director, Kerala State IT Mission – Special Invitee.

a) However in case of NH land, Licensees would be required to take permissions from the highway administration for laying of cables. As regard NH routes executed by the state PWD, the concerned State Chief Engineer (NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NH routes held by NHAI, the designated officers of NHAI may be assigned this task.

b) For work involving laying of cables along NH in different States or NH project of length exceeding 500km in one State, Chief Engineer (Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom Single Window Facilitation Committee will be created.

c) Highway Administrator/ Nodal Officer shall maintain a record of all RoW permissions granted in the format given in **Annexure-III** including permissions given at Ministry Level.

6. Row permissions may be granted by the Single Window Clearance Committee /said nodal office to a Licensee within a period of 4 weeks from the date of receipt of completed application subject to the Licensee's application being complete with route details (including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing to requisite Bank Guarantee and execution of an agreement having operational details. The above stated Single Window Clearance Committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

7. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways/other roads and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

8. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NHs or other roads laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The excess capacity/capability can be commercialized by the incumbent with suitable mutual agreements with the State Government/utility agencies. However, the creation of excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/ State Roadways authorities may consider laying ducts/ conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

9. Licensee shall ensure safety and security of all underground installations/utilities/facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/ claims or replacement sought for at the cost and risk of licensee.

10. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance/repair works. A separate Performance Bank Guarantee for maintenance/repair works shall be furnished by Licensee.

11. The validity of RoW permission shall be for 15 years from the date of granting permission or till the period of currency of the license of the TSPs/IPs issued by GOI, whichever is earlier.

12. The TSPs/IPs shall remit an amount of Rs.75,000/- per km for RoW permission as a One Time Contribution (One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). The Director shall transfer the entire amount so collected to the department / local body owning the road in proportion to the extend of RoW permission through their jurisdiction.

13. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted. Separate arrangements shall be made in such areas in consultation with the Roadways Authority/Public Works Department.

14. The District Collectors concerned shall be kept informed about the trenching. Clearance shall be obtained from the Executive Engineers concerned who should certify to the effect that trenching is done on short stretches and the stretches already trenched have been closed fully and compacted as per technical requirements and PWD standards.

15. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.

16. The TSPs/IPs shall also coordinate with the Kerala State Electricity Board, BSNL, and Kerala Water Authority to ensure that no-other underground installations are disturbed. The TSPs/IPs shall fillup excavated stretches by close compactions of the soil and restore the road/road shoulders properly and produce a certificate to this effect from the authorized officer of PWD failing which the Bank Guarantee executed will be forfeited to Government.

17. Provisions relating to PWD will be applicable to roads under the control of Local Self Government Institutions also.

18. The Chief Engineer, PWD/LSGD/other road authority/Director, KSITM shall report to Government any violation in the provisions of the agreement conditions from the part of the TSP/IPs.

19. All the terms and conditions laid down in the agreement and such additional conditions that Government may impose from time to time shall be strictly adhered to by the TSP/IPs.

20. It shall be open to the Telecom Companies concerned to do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the expiry of the Defect Liability Period (DLP). Or else, the TSP/IPs shall pay in advance, the restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting, BT surface cutting and OFC works as per the sanctioned estimate to be prepared by concerned authority. In such cases, the concerned road authority shall undertake the necessary restoration work.

21. The TSP/IPs will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned TSP/IPs shall pay adequate compensation to the victims of such accidents.

22. The RoW permission shall come into force only from the date of execution of the agreement.

Annexure-IIAGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS

Agreement to lay Telecom Cables/OFC ducts for kms (Roadlist annexed) across Kerala.

This agreement made thisday of.....(month) of.....(year) between acting in his executive capacity through (hereinafter referred to as the Authority) which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns on the one part, and M/s **Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at and Circle office at (hereinafter called the Licensee) which expression shall unless excluded by repugnant to the context include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia for development and maintenance of lands in

Whereas the Licensee proposed to lay Telecom Cables/ducts in

Whereas the Licensee has applied to the authority for permission to lay telecom cables/ ducts for Kms as per roadlist annexed.

And Whereas the Authority has agreed to grant such permission as per GO(Ms)No....., dated to the Licensee in accordance with the guidelines and conditions contained in the G.O (Ms)..... dt..... on the terms and conditions hereinafter mentioned.

Receipt No : 2724928/2018/IT (B)

Now this agreement witnesseth 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 Telecom Cables/ducts as per the approved drawing attached hereto, subject to the following conditions namely:

1. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW which may be adequate only to accommodate the carriageways central verge, shoulders, slopes of embankment and drains the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH /other roads the cables shall be laid in such ducts subject to technical requirements being fulfilled. Policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available which includes provision for OFC ducts.
2. The top of the casing/conduit pipe containing the cables shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in **Annexure IV (i&ii) of G.O (Ms)No.....** Any structure above ground shall be aesthetically provided for/ landscaped with required safety measures as directed by the concerned authority.
3. The Licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction so as to restore the land into 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 RoW.
4. A Performance Bank Guarantee @ Rs. 50 per route metre 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 Government/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 and non compliance of Bandwidth commitments etc. The above charge of Rs.50/m is liable to be reviewed every 5 years. 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. 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.

2.

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.

5. The Licensee shall pay in advance restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting and BT surface cutting and OFC works as per sanctioned estimate to be prepared by the concerned authority. In such cases, the concerned road authority shall undertake the necessary restoration work. It shall be open to the Telecom Companies concerned to do the restoration work on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the expiry of the Defect Liability Period (DLP).
6. The Licensee will be solely responsible for all accidents which occurs due to the negligence from their part while trenching of roads for laying OFCs. The concerned Licensee shall pay adequate compensation to the victims of such accidents.
7. 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.
8. The Licensee shall shift the cables/ducts 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 cables/ducts, 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.

9. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with the authority regarding the location of other cables, cable duct, underground installations/ utilities/ facilities etc. The licensee shall ensure the safety and security of already existing cables/ underground installations/utilities/facilities etc before commencement of the excavation/using the existing cable ducts.
10. The Licensee shall be solely responsible/liable for full compensation/ indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with the authority, shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
11. If the Licensee fails to comply with the conditions in 8 and 9 above to the satisfaction of the authority the same shall be executed by the authority at the cost and risk of the licensee.
12. 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. Whether the technical requirements are fulfilled or not shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the authority would not be accountable or liable in any manner whatsoever.
13. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/utilities/facilities etc during trenching.
14. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the Highways/other roads. As far as possible, the Licensee should avoid cutting of the road for crossing Highways 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 reason the road needs to be cut for crossing or laying a cable, the Licensee has to execute the corresponding restoration work in a time bound manner. In case of the Licensee failing to discharge the obligation of making good

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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.

15. The Licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/ repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the licensee.
16. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work of that day. Filling should be completed to the satisfaction of the concerned agency designated by the authority. As far as possible, the digging should be undertaken preferably in the night hours, to avoid busy hours.
17. 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.
18. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication. The permission granted under this agreement will automatically cease in case of premature termination of the license granted by the DoT. The authority also has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, it will have to furnish a separate Bank Guarantee.
19. That the licensee shall not, without prior permission in writing of the concerned agency in co ordination with the authority undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
20. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NH/other roads laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In case where such ducts are not available, the licensee is free to lay voluntarily extra ducts / conduits with excess capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the licensee with suitable mutual agreements with the authority or its designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.

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21. The permission granted shall not in any way be deemed to convey to the licensee any ownership right of any interest in route/road/highway land/property other than what is herein expressly granted. No use of NH/other roads, RoW will be permitted for any purpose other than that specified in the agreement.
22. During the subsistence of this agreement the telecom cables/ducts 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 Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
23. The Licensee shall bear the stamp duty charged on this agreement.
24. The telecom cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Three copies of 'as laid drawing' 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.
25. Notwithstanding anything contained herein, this agreement may be cancelled at any time by the authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
26. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
27. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
28. After the termination/ expiry of the agreement, the licensee shall remove the cable/ducts 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 cables/ducts. However, before taking up the work or removal of cables 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

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produced due to excavation of trenching at least 50m away from the edge of the RoW.

29. The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Row facility is not to enhance the scope of License of the Licensee with DoT.
30. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the authority, licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
31. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of cables/cable ducts by the licensee compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRTH/NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
32. The Location map showing the alignment of trenching for various reaches with cross section of trenching shall be got approved by the licensee from the concerned Executive Engineer in the PWD Division/ or equivalent authority of other roads and an agreement shall be executed with the concerned Executive Engineer in PWD division/ or equivalent authority of other roads before commencing the work.
33. Bridges, culverts, Black topping of roads, narrow road shoulders and other sensitive areas shall not be cut open or slabs lifted by the licensee. Separate arrangement shall be made in such areas in consultation with the N.H Authority/Public Works Department/Local Self Government institutions by the licensee.
34. The licensee agrees to remit an amount of Rs. 75,000/- per km for RoW permission as a One Time Contribution to the Director, Kerala State IT Mission (KSITM).
35. The licensee agrees to provide free bandwidth of 100 mbps at Network Operations Centre, 50 Mbps at District Point of Presence (PoP) and 10 mbps at Block/Taluk headquarters.

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36. All the conditions laid down in the GO (MS).No..... dated and such additional conditions that Government may impose from time to time in this regard shall be strictly adhered by the licensee.

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 AS OF THE DAY AND THE YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF THE AUTHORITY.

BY SHRI

(Signature, name and address with stamp)

SIGNED ON BEHALF OF M/S LTD., (LICENSEE)

BY SHRI

(Signature, name and address with stamp)

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

IN THE PRESENCE OF (WITNESSES)

1.

2.

Annexure- IV

Annexure- IV (i)

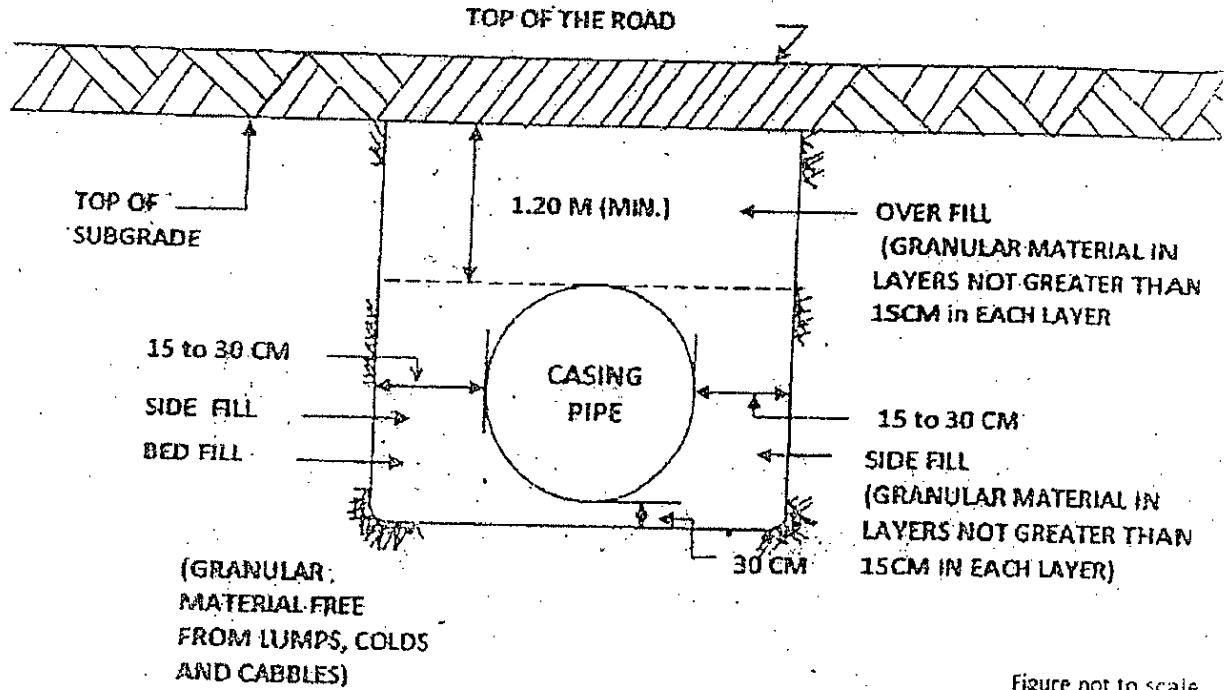


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Annexure- IV (ii)

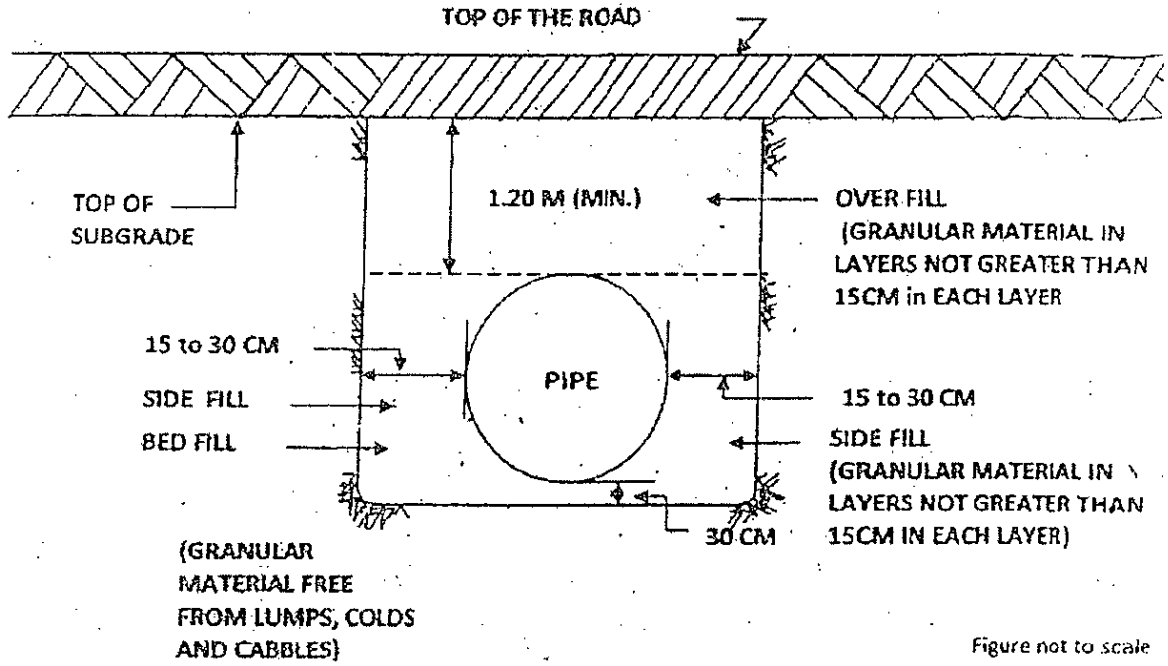


Figure not to scale

FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD



കേരള സർക്കാർ

മന്ത്രിസഭായോഗത്തിന്റെ നടപടിക്കുറിപ്പുകൾ

തീയതി : 25-07-2018

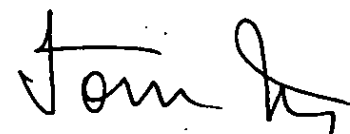
ഫയൽ നം.ഐ.ടി.ബി.1/1/2018/വി.സ.വ.

ഇനം നം: 2336

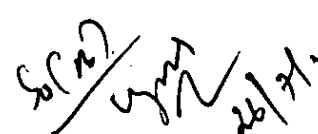
വിഷയം : ഇലക്ട്രോണിക്സ് & വിവര സാങ്കേതികവിദ്യ വകുപ്പ് - ടെലികോം സേവന ദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സിനും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നത്, റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതിനായി ഒരു വെബ് പോർട്ടൽ സജ്ജീകരിക്കുന്നത്.

തീരുമാനം : ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ അനുമതിയ്ക്കായി അപേക്ഷ സമർപ്പിക്കുന്ന സേവന ദാതാവ് തന്നെ സർക്കാർ നിശ്ചയിക്കുന്ന സമയപരിധിക്കുള്ളിൽ റോഡുകൾ പൂർവ്വസ്ഥിതിയിലാക്കണമെന്ന നിബന്ധനയോടെ കുറിപ്പിലെ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ചു.

(ഒപ്പ്)
പിണറായി വിജയൻ
മുഖ്യമന്ത്രി
(ശരിപ്പകർപ്പ്)


ടോം ജോസ്
ചീഫ് സെക്രട്ടറി

സെക്രട്ടറി, ഇലക്ട്രോണിക്സ് & ഇൻഫർമേഷൻ ടെക്നോളജി വകുപ്പ്

Issue 40
25/7


Receipt No : 2915142/2018/IT(OS)

GOVERNMENT OF KERALA
(SHRI. PINARAYI VIJAYAN MINISTRY)
NOTE FOR COUNCIL OF MINISTERS

- | | | | |
|------|--|---|--|
| 1 | File Number | : | IT- B1/1 /2018/ITD. |
| 2 | Department | : | Electronics & Information Technology (B) Dept. |
| 3 | Subject | : | Amendment in the existing Right of Way guidelines for laying Optical Fibre Cables by the Telecom Service Providers/ Infrastructure Providers along the road networks in Kerala and for reconsidering the earlier decision taken by Council of Ministers on 25.07.2018-reg. |
| 4 | Date of Chief Minister's order for placing before the Council | : | 05.10.2018 |
| 5(i) | Does the case involve financial commitments/implications | : | Yes |
| (ii) | If the answer to the above is in the affirmative, whether Finance Department has been consulted and their remarks incorporated in the Council Note | : | Yes |
| 6 | Are any other Departments concerned with the case and if so, have they been consulted and their remarks incorporated in the Note for the Council? | : | Yes |
| 7. | Name of Joint Secretary who submitted the Draft Note | : | Shri.Vinod. G |
| 8. | Name of Secretary who approved the Draft Note | : | Shri.M.Sivasankar |
| 9. | Date of Approval of the Draft Note for the Council by the Secretary. | : | 05.10.2018 |
| 10. | Name of Chief Secretary who approved the Draft Note. | : | Shri. Tom Jose |
| 11. | Date of approval of the Draft Note for the Council by the Chief Secretary | : | 08.10.2018 |
| 12. | Name of Minister who approved the Draft Note | : | Shri. Pinarayi Vijayan |
| 13. | Date of approval of the Draft Note for the Council by the Minister. | : | 09.10.2018 |
| 14. | Date of submission of fair copies | : | 09.10.2018 |
| 15. | Date of decision by the Council of Ministers | : | |
| 16. | Number and Date of the G.O./ letter communicating the decision. | : | |

Note for the Council of Ministers

This note deals with the amendment in the existing Right of Way (RoW) guidelines for laying Optical Fibre Cables by the Telecom Service Providers (TSPs)/Infrastructure Providers (IPs) along the road networks in Kerala and for reconsidering the earlier decision taken by Council of Ministers on 25.07.2018.

2) The Council of Ministers have considered the matter of amendment in the prevailing guidelines for granting Right of Way issued as per GO(Ms)No.39/2015/ITD dated 15.09.2015 and approved for making amendment as item No.2336. But the Government order to amend the guidelines was not issued due to the need for obtaining clarifications on road restoration by the other Public Utility Services like KSEB & KWA and post flood scenario in connection with diversion of Chief Minister's Distress Relief Fund (CMDRF).

3) The proposal before the Council of Ministers was to amend the GO(Ms)No.39/2015/ITD dated 15.09.2015 and its annexures by incorporating *inter alia* the conditions mentioned below:

i) It shall be open to the Telecom Companies concerned to do the restoration works on their own under the supervision of the Department/Organisation/ Local Body owning the road, and the road shall be restored to its previous condition as per predetermined time schedule and quality standards. In such case 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department/Organisation /Local Body till the end of Defect Liability Period (DLP). Or else, the TSPs/IPs shall pay in advance, the restoration charges to PWD/LSGD authorities or owner of the road as per the existing rates for shoulder cutting, BT surface cutting and OFC works as per the sanctioned estimates to be prepared by the concerned authority. In such case, the concerned road authority shall undertake the necessary restoration work.

ii) The TSPs/IPs shall continue to remit an amount of Rs.75,000/-

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per km as One Time Contribution (One Time Track Rental) to the Director, Kerala State IT Mission (KSITM). Instead of utilising this amount equally between IT Department and CMDRF, this amount will be assigned wholly to the Department/Local Body owning the road by the Director, KSITM in proportion to the extent of the RoW through their jurisdiction.

iii) No fees other than restoration charges and the One Time Contribution (One Time Track Rental) shall be charged by the Department/Organisation/Local Body in the State for the issuance of RoW permissions for the OFC laying by the Telecom Companies.

iv) Electronics and Information Technology Department will continue as the nodal department in Government and the guidelines issued by that Department will be final with regard to the sanctioning of RoW.

4) As per the approved decision of the Council of Ministers dated 25.07.2018, only 10% of the restoration charges shall have to be deposited by the Telecom Company with the Department concerned. As this amount seems insufficient to make good the loss due to improper restoration, it was suggested by the Chief Secretary in consultation with the Secretaries concerned to collect a Bank Guarantee equal to an amount of 1/3rd of the estimated restoration charges as a security against improper restoration of roads from the TSPs by the Road authority concerned in addition to the Bank Guarantee collected by IT Department.

5) The Council of Ministers vide decision no.2336 dated 25.07.2018 also decided to entrust the TSPs to restore the roads to its previous condition, under the supervision of the authority owning the road within the stipulated time and in line with the quality standards fixed by Government from time to time. Accordingly no restoration charges shall be collected from the TSPs in this regard, but only the Bank Guarantee mentioned above. When submitted, the Chief Secretary ordered to make applicable the above principle to KSEB and Kerala Water Authority also for laying Cables and Pipes in the public roads. But it is to be noticed that, IT Department is acting as Nodal Department in Government only with

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regard to granting of Right of Way to TSPs and the matter pertaining to other public utility providers such as KSEB and KWA are not under the administrative control of this Department.

6) It seems better to consider the issue of restoration of roads by Other Public Utility Providers like KWA, KSEB etc. separately by the Administrative Departments concerned and to take an appropriate decision after detailed examination especially since the road cutting requirements of these agencies are very different from those of the Telecom Companies. However IT Department may be permitted to issue revised guidelines with regard to the restoration of roads pertaining to TSPs only.

7) As per GO(Ms)No.39/2015/ITD dated.15.09.2015(Prevailing guidelines), the TSPs shall have to remit an amount of Rs.75000/- per Kilometer as One Time Contribution for getting Right of Way permission and the amount so collected shall be utilized equally between IT Department and CMDRF. Instead of utilizing as above, the Council of Ministers on 25.07.2018 decided to assign the One Time Contribution wholly to the Department/Local Body owning the road by the Director, KSITM in proportion to the extend of length of Right of Way through their jurisdiction.

8) This decision was taken by the Council of Ministers just before the occurrence of the flood and natural calamities in the State. In the new scenario of post flood rebuilding of the State and the great efforts to augment CMDRF inflows and also considering the fact that the TSPs themselves will undertake the required restoration works, the Hon'ble Chief Minister ordered to place the matter before the Council of Ministers for reconsidering its earlier decision by assigning the One Time Contribution wholly to Chief Minister's Distress Relief Fund (CMDRF).

Points for Decision

1. Whether the One Time Contribution collected by the Director, KSITM from the TSPs as part of granting Right of Way may be fully assigned to Chief Minister's Distress Relief Fund (CMDRF) by amending the provisions in GO(Ms)No.39/2015/ITD dated. 15.09.2015;
2. Whether an additional Bank Guarantee equal to 1/3rd of the estimated cost of restoration may be collected by the Road Authority concerned from the TSPs as part of security against improper restoration of roads in lieu of the earlier decision of the Council to collect 10% of the estimated cost of restoration as a security deposit (this will be over and above the existing Bank Guarantee);
3. Whether IT Department can amend the existing guidelines of Right of Way by considering only the restoration of roads pertaining to TSPs and whether the issue of restoration of roads by other public utility providers like KSEB, KWA etc may be considered separately by the Administrative Departments concerned ;
4. Whether the earlier decision of the Council of Ministers vide item No.2336 dated.25.07.2018 may be effected subject to the above modifications proposed?

കേരള സർക്കാർ
(ശ്രീ.പിണറായി വിജയൻ മന്ത്രിസഭ)
മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പ്

- 1 ഫയൽ നമ്പർ : നം. ഐ.ടി.ബി 1/1/2018/വി.സ.വ
- 2 വകുപ്പ് : ഇലക്ട്രോണിക്സ് വിവര സാങ്കേതിക വിദ്യയും (ബി) വകുപ്പ്
- 3 വിഷയം : ടെലികോം സേവന ദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സിനും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നതും, റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട് 25.07.2018 ൽ എടുത്ത മന്ത്രിസഭാ തീരുമാനം പുനഃപരിശോധിക്കുന്നതും - സംബന്ധിച്ച്.
- 4 മന്ത്രിസഭാ യോഗത്തിൽ സമർപ്പിക്കാനുള്ള മുഖ്യമന്ത്രിയുടെ ഉത്തരവ് തീയതി : 05.10.2018
- 5 (i) ഇത് സാമ്പത്തിക ബാധ്യതയുള്ളതാണോ ? : അതെ
- (ii) സാമ്പത്തിക ബാധ്യതയുള്ളതാണെങ്കിൽ ധനകാര്യ വകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ, ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രിസഭായോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ ? : ഉണ്ട്.
- 6 മറ്റേതെങ്കിലും വകുപ്പുമായി ആലോചിച്ചിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ അവരുടെ അഭിപ്രായം മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പിൽ ഉൾക്കൊള്ളിച്ചിട്ടുണ്ടോ ? : ഉണ്ട്.
- 7 കുറിപ്പ് സമർപ്പിച്ച ജോയിന്റ് സെക്രട്ടറിയുടെ പേര് : ശ്രീ. വിനോദ്.ജി
- 8 കുറിപ്പ് അംഗീകരിച്ച സെക്രട്ടറിയുടെ പേര് : ശ്രീ. എം. ശിവശങ്കർ.
- 9 മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി : 05.10.2018
- 10 കുറിപ്പ് അംഗീകരിച്ച ചീഫ് സെക്രട്ടറിയുടെ പേര് : ശ്രീ. ടോം ജോസ്
- 11 മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് ചീഫ് സെക്രട്ടറി അംഗീകരിച്ച തീയതി : 08.10.2018
- 12 കുറിപ്പ് അംഗീകരിച്ച മന്ത്രിയുടെ പേര് : ശ്രീ. പിണറായി വിജയൻ
- 13 മന്ത്രിസഭയ്ക്കുള്ള കരട് കുറിപ്പ് മന്ത്രി അംഗീകരിച്ച തീയതി : 09.10.2018
- 14 കുറിപ്പിന്റെ പകർപ്പുകൾ സമർപ്പിച്ച തീയതി : 09.10.2018
- 15 മന്ത്രിസഭായോഗം തീരുമാനമെടുത്ത തീയതി :
- 16 തീരുമാനം പുറപ്പെടുവിച്ച സർക്കാർ ഉത്തരവ്/കത്തിന്റെ നമ്പരം തീയതിയും :

മന്ത്രിസഭാ യോഗത്തിനുള്ള കുറിപ്പ്

ടെലികോം സേവനദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സ്സും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നതും റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട് 25.07.2018 ൽ എടുത്ത മന്ത്രിസഭാ തീരുമാനം പുന:പരിശോധിക്കുന്നതും സംബന്ധിച്ചുള്ളതാണ് ഈ കുറിപ്പ്.

2) റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതിനുള്ള 15.09.2015 ലെ സ.ഉ. (കൈ) നം.39/2015/വി.സ.വ. പ്രകാരമുള്ള മാനദണ്ഡങ്ങളിൽ മാറ്റം വരുത്തുന്നതിന് 25.07.2018 ലെ ഇനം നമ്പർ. 2336 പ്രകാരം മന്ത്രിസഭ അംഗീകാരം നൽകുകയുണ്ടായി. എന്നാൽ വൈദ്യുതി ബോർഡ്/കേരള വാട്ടർ അതോറിറ്റി എന്നിവയ്ക്കായി റോഡ് റെസ്റ്റോറേഷൻ ചെയ്യുന്നത് സംബന്ധിച്ച് വ്യക്തത വരുത്തേണ്ടിയിരുന്നതിനാലും പ്രളയത്തിന്റെ പശ്ചാത്തലത്തിൽ മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസ നിധിയിലെ തുക വകമാറ്റുന്നത് സംബന്ധിച്ച വിഷയം പുന:പരിശോധിക്കേണ്ടിയിരുന്നതിനാലും മന്ത്രിസഭാ തീരുമാനപ്രകാരമുള്ള ഉത്തരവ് പുറപ്പെടുവിച്ചിരുന്നില്ല.

3) മറ്റു തീരുമാനങ്ങളോടൊപ്പം 15.09.2015 ലെ സർക്കാർ ഉത്തരവ്(കൈ) നം.39/2015/വി.സ.വ ഉത്തരവും അനുബന്ധങ്ങളും ചുവടെ ചേർത്തിട്ടുള്ള വ്യവസ്ഥകൾ ഉൾപ്പെടുത്തി ഭേദഗതി ചെയ്യുന്നതിനുള്ള ശുപാർശ മന്ത്രിസഭയുടെ പരിഗണനയ്ക്കായി സമർപ്പിച്ചിരുന്നു :-

(i)ബന്ധപ്പെട്ട ടെലികോം കമ്പനികൾക്ക് സ്വന്തം നിലയ്ക്ക്, റോഡ് അധികാരികൾ/സ്ഥാപനങ്ങൾ/വകുപ്പുകളുടെ മേൽനോട്ടത്തിൽ നിർദ്ദിഷ്ട ഗുണനിലവാരങ്ങളും മുൻകൂട്ടി നിശ്ചയിക്കപ്പെട്ട സമയക്രമങ്ങളും പാലിച്ച് റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കാവുന്നതാണ്. ഇപ്രകാരം ചെയ്യുമ്പോൾ റെസ്റ്റോറേഷൻ

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ചാർജസ് (Restoration charges) ന്റെ 10% തുക ടെലികോം കമ്പനികൾ ബന്ധപ്പെട്ട റോഡ് അധികാരികൾ/സ്ഥാപനങ്ങൾ/വകുപ്പുകൾക്ക് Defect Liability Period പൂർത്തിയാകുംവരെ നിക്ഷേപമായി നൽകേണ്ടതുമാണ്. അല്ലെങ്കിൽ കമ്പനികൾ shoulder cutting, BT surface cutting, OFC works എന്നിവയ്ക്കായി ബന്ധപ്പെട്ട അധികാരികൾ തയ്യാറാക്കിയ എസ്റ്റിമേറ്റ് പ്രകാരം നിലവിലെ നിരക്കിലുള്ള റെസ്റ്റോറേഷൻ ചാർജ്ജസ് മുൻകൂറായി ടെലികോം സേവനദാതാക്കൾ/ ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സ്, പൊതുമരാമത്ത്/തദ്ദേശ സ്വയംഭരണ/റോഡ് അധികാരികൾക്ക് അടയ്ക്കേണ്ടതാണ്. ഇത്തരത്തിൽ ചെയ്യുമ്പോൾ ബന്ധപ്പെട്ട റോഡ് അധികാരികൾ ആവശ്യമായ റെസ്റ്റോറേഷൻ ജോലികൾ ഏറ്റെടുത്ത് പൂർത്തിയാക്കേണ്ടതാണ്.

(ii) കമ്പനികൾ നിലവിലെ രീതിയായ കിലോമീറ്ററിന് 75,000/- രൂപ എന്ന നിരക്കിൽ ഐ.ടി. മിഷൻ ഡയറക്ടറുടെ പേരിൽ One Time Contribution (One Time Track Rental) അടയ്ക്കുന്നത് തുടരേണ്ടതാണ്. എന്നാൽ, ഈ തുക തുല്യമായി വിവരസാങ്കേതികവിദ്യാ വകുപ്പിനും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസനിധിയിലേക്കും നൽകുന്നതിന് പകരം മുഴുവനായും റോഡിന്റെ അധികാരമുള്ള വകുപ്പിന്/ തദ്ദേശസ്ഥാപനത്തിന് അവരുടെ അധികാര പരിധിയിൽപ്പെടുന്ന റൈറ്റ് ഓഫ് വേ (RoW) അനുമതി ലഭ്യമായ റോഡിന്റെ നീളത്തിന് ആനുപാതികമായി ഐ.ടി. മിഷൻ ഡയറക്ടർ കൈമാറേണ്ടതാണ്.

(iii) റെസ്റ്റോറേഷൻ ചാർജ്ജസ് (Restoration charges) ഉം One Time Contribution (One Time Track Rental) ഉം അല്ലാതെ മറ്റൊരു പേരിലും യാതൊരുവിധ തുകയും ബന്ധപ്പെട്ട സർക്കാർ വകുപ്പുകൾ/സ്ഥാപനങ്ങൾ/ തദ്ദേശസ്ഥാപനങ്ങൾ ടെലികോം കമ്പനികളിൽ നിന്ന് ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിനുള്ള റൈറ്റ് ഓഫ് വേ അനുമതിയ്ക്കായി ഈടാക്കുവാൻ പാടുള്ളതല്ല.

(iv) റൈറ്റ് ഓഫ് വേ (RoW) അനുമതിയുമായി ബന്ധപ്പെട്ട നോഡൽ വകുപ്പായി ഇലക്ട്രോണിക്സ് & വിവരസാങ്കേതിക വിദ്യ വകുപ്പ് തുടരുന്നതായിരിക്കും.

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റൈറ്റ് ഓഫ് വേ (RoW) അനുമതിയുമായി ബന്ധപ്പെട്ട് ഇലക്ട്രോണിക്സ് & വിവര സാങ്കേതികവിദ്യാ വകുപ്പ് പുറപ്പെടുവിക്കുന്ന മാനദണ്ഡങ്ങൾ അന്തിമമായിരിക്കും.

4) 25.07.2018 ലെ മന്ത്രിസഭാ തീരുമാനപ്രകാരം ടെലികോം കമ്പനികൾ റെസ്റ്റോറേഷൻ ചാർജ്ജസിന്റെ 10% മാത്രം ബന്ധപ്പെട്ട വകുപ്പിന് നിക്ഷേപമായി നൽകേണ്ടതാണ്. റോഡ് യഥോചിതം പൂർവ്വസ്ഥിതിയിലാക്കാത്ത പക്ഷം നഷ്ടം നികത്തുന്നതിന് പ്രസ്തുത തുക മതിയാവുകയില്ലായെന്നതിനാൽ ഐ.ടി വകുപ്പിന് നൽകുന്ന ബാങ്ക് ഗ്യാരന്റീക്ക് പുറമെ, കണക്കാക്കപ്പെട്ട റെസ്റ്റോറേഷൻ ചാർജ്ജസിന്റെ മൂന്നിലൊന്നിനു തുല്യമായ തുകയ്ക്കുള്ള ബാങ്ക് ഗ്യാരന്റീ ടെലികോം കമ്പനികളിൽ നിന്ന് ബന്ധപ്പെട്ട റോഡ് അധികാരികൾ ഈടാക്കേണ്ടതാണെന്ന് ചീഫ് സെക്രട്ടറി ബന്ധപ്പെട്ട വകുപ്പ് സെക്രട്ടറിമാരുമായുള്ള കൂടിയാലോചനയിൽ അഭിപ്രായപ്പെട്ടിരുന്നു.

5) സർക്കാർ നിശ്ചയിക്കുന്ന ഗുണനിലവാരവും സമയക്രമങ്ങളും പാലിച്ച് റോഡ് അധികാരികളുടെ മേൽനോട്ടത്തിൽ റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കുന്നതിന് ടെലികോം കമ്പനികളെ ചുമതലപ്പെടുത്തിക്കൊണ്ട് 25.07.2018 ലെ മന്ത്രിസഭായോഗത്തിലെ ഇനം. നമ്പർ. 2336 പ്രകാരം തീരുമാനമെടുത്തിരുന്നു. ഇതിൻപ്രകാരം മേൽപ്പറഞ്ഞ ബാങ്ക് ഗ്യാരന്റീക്ക് പുറമെ ടെലികോം കമ്പനികളിൽ നിന്നും റെസ്റ്റോറേഷൻ ചാർജ്ജസ് ഈടാക്കാൻ പാടുള്ളതല്ല ഉത്തരവ് അംഗീകാരത്തിനായി സമർപ്പിച്ചപ്പോൾ, ഇതേ തത്ത്വം റോഡിൽ പൈപ്പുകൾ/കേബിളുകൾ ഇടുന്ന വിഷയത്തിൽ കെ.എസ്.ഇ.ബി.യ്ക്കും കേരള വാട്ടർ അതോറിറ്റിയ്ക്കും ബാധകമാക്കാവുന്നതാണെന്ന് ചീഫ് സെക്രട്ടറി ഉത്തരവിടുകയുണ്ടായി. എന്നാൽ വിവരസാങ്കേതികവിദ്യാ വകുപ്പ് റൈറ്റ് ഓഫ് വേ അനുമതിയുമായി ബന്ധപ്പെട്ട വിഷയത്തിലെ മാത്രം നോഡൽ വകുപ്പായാണ് പ്രവർത്തിക്കുന്നത്. കെ.എസ്.ഇ.ബി/കേരള വാട്ടർ അതോറിറ്റി തുടങ്ങിയ പൊതുസേവനദാതാക്കളുമായി ബന്ധപ്പെട്ട വിഷയങ്ങൾ ഈ വകുപ്പിന്റെ ഭരണനിയന്ത്രണത്തിൽ വരുന്നവയല്ല.

6) കെ.എസ്.ഇ.ബി/കേരള വാട്ടർ അതോറിറ്റി തുടങ്ങിയ പൊതുസേവന

Receipt No : 2915142/2018/IT(OS)

ദാതാക്കളുടെ റോഡ് കട്ടിംഗ് ആവശ്യങ്ങൾ ടെലികോം കമ്പനികളുടേതിൽ നിന്നും വ്യത്യസ്തമാണ്. അതിനാൽ ഈ ഏജൻസികൾ റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കുന്ന വിഷയം അതാത് ഭരണവകുപ്പുകൾ വിശദമായി പരിശോധിച്ചശേഷം തീരുമാനമെടുക്കുന്നതാവും ഉചിതം. എന്നാൽ ടെലികോം സേവനദാതാക്കളുമായി മാത്രം ബന്ധപ്പെട്ട റോഡ് റെസ്റ്റോറേഷൻ സംബന്ധിച്ച പുതുക്കിയ മാനദണ്ഡങ്ങൾ പുറപ്പെടുവിക്കുന്നതിന് വിവരസാങ്കേതികവിദ്യാ വകുപ്പിന് അനുമതി നൽകാവുന്നതാണ്.

7) 15.09.2015 ലെ സർക്കാർ ഉത്തരവ്(കൈ)നം.39/2015/വി.സ.വ. (നിലവിലെ മാനദണ്ഡങ്ങൾ) പ്രകാരം ടെലികോം സേവനദാതാക്കൾ റൈറ്റ് ഓഫ് വേ അനുമതിയ്ക്കായി ഒരു കിലോമീറ്ററിന് 75,000/- രൂപ നിരക്കിൽ One Time Contribution അടയ്ക്കേണ്ടതാണ്. ഇപ്രകാരം ലഭിക്കുന്ന തുക ഐ.ടി. വകുപ്പും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസ നിധിയും തുല്യമായി പങ്കിട്ട് വിനിയോഗിച്ചു വരുന്നു. എന്നാൽ 25.07.2018 ലെ മന്ത്രിസഭായോഗ തീരുമാനപ്രകാരം മേൽപ്പറഞ്ഞ One Time Contribution തുക മുഴുവനായും ബന്ധപ്പെട്ട റോഡ് അധികാരികൾക്ക് റോഡിന്റെ നീളത്തിന് ആനുപാതികമായി അനുവദിക്കുന്നതിന് ഐ.ടി.മിഷൻ ഡയറക്ടറെ ചുമതലപ്പെടുത്തുന്നതിന് തീരുമാനമെടുക്കുകയുണ്ടായി.

8) സംസ്ഥാനത്ത് വെള്ളപ്പൊക്കവും പ്രകൃതി ദുരന്തങ്ങളും ഉണ്ടാകുന്നതിന് മുൻപാണ് മന്ത്രിസഭായോഗം ഈ തീരുമാനം എടുത്തിരുന്നത്. കേബിൾ ഇട്ടതിനുശേഷം ടെലികോം സേവനദാതാക്കൾ തന്നെ റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കുന്ന കാര്യവും വെള്ളപ്പൊക്കത്തെ തുടർന്നുള്ള പുനർനിർമ്മാണ പ്രവർത്തനങ്ങൾക്ക് ആക്കം കൂട്ടുന്നതിനായി ധനസമാഹരണം ഊർജ്ജിതമാക്കണമെന്നതും കണക്കിലെടുത്ത് One Time Contribution (OTC) തുക പൂർണ്ണമായും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസ നിധിയിലേയ്ക്ക് വകയിരുത്തുന്ന കാര്യത്തിൽ തീരുമാനമെടുക്കുന്നതിനും ഇത് സംബന്ധിച്ച മുൻതീരുമാനം പുന:പരിശോധിക്കുന്നതിനായി ഈ വിഷയം മന്ത്രിസഭായോഗത്തിന്റെ പരിഗണനയ്ക്ക് സമർപ്പിക്കുവാൻ ബഹു: മുഖ്യമന്ത്രി ഉത്തരവായിട്ടുണ്ട്.

തീരുമാനിക്കേണ്ട വിഷയങ്ങൾ

1. 15.09.2015 ലെ സർക്കാർ ഉത്തരവ്(കൈ)നം.39/2015/വി.സ.വ. ഉത്തരവിലെ വ്യവസ്ഥകൾ പ്രകാരം റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതിനായി ടെലികോം സേവനദാതാക്കളിൽ നിന്ന് കേരള സ്റ്റേറ്റ് ഐ.ടി.മിഷൻ ഡയറക്ടർ ഈടാക്കുന്ന One Time Contribution തുക പൂർണ്ണമായും മുഖ്യമന്ത്രിയുടെ ദുരിതാശ്വാസനിധിയിലേയ്ക്ക് വകയിരുത്താമോ ;
2. റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കുന്നതിനായി കണക്കാക്കപ്പെടുന്ന തുകയുടെ 10% സെക്യൂരിറ്റി നിക്ഷേപമായി സ്വീകരിക്കാമെന്ന മുൻ മന്ത്രിസഭായോഗ തീരുമാനത്തിനു പകരമായി, റോഡ് പൂർവ്വസ്ഥിതിയിലാക്കുന്നതിന് കണക്കാക്കപ്പെടുന്ന തുകയുടെ മൂന്നിലൊന്നിനു തുല്യമായ ബാങ്ക് ഗ്യാരന്റി ടെലികോം സേവനദാതാക്കളിൽ നിന്ന് ഈടാക്കുവാൻ റോഡ് അധികാരികൾക്ക് അനുമതി നൽകാമോ (ഇത് നിലവിലുള്ള ബാങ്ക് ഗ്യാരന്റിക്ക് പുറമേയായിരിക്കും);
3. ടെലികോം സേവനദാതാക്കളുമായി ബന്ധപ്പെട്ടുള്ള റോഡ് റെസ്റ്റോറേഷൻ മാത്രം കണക്കിലെടുത്ത് നിലവിലുള്ള റൈറ്റ് ഓഫ് വേ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുവാൻ ഐ.ടി. വകുപ്പിനെ അനുവദിക്കാമോ; കെ.എസ്. ഇ.ബി., കേരള വാട്ടർ അതോറിറ്റി തുടങ്ങിയ പൊതു സേവനദാതാക്കളുമായി ബന്ധപ്പെട്ട റോഡ് റെസ്റ്റോറേഷൻ വിഷയങ്ങൾ സംബന്ധിച്ച് അതാത് ഭരണവകുപ്പുകൾക്ക് പ്രത്യേകം തീരുമാനമെടുക്കാമോ;
4. 25.07.2018 ലെ ഇനം. നമ്പർ 2336 പ്രകാരമുള്ള മുൻമന്ത്രിസഭായോഗതീരുമാനങ്ങൾ മേൽപരാമർശിച്ച ഭേദഗതികളോടെ നടപ്പിൽ വരുത്താമോ?



കേരള സർക്കാർ

മന്ത്രിസഭായോഗത്തിന്റെ നടപടിക്കുറിപ്പുകൾ

തീയതി : 10-10-2018

ഫയൽ നം.ഐ.ടി.-ബി1/1/2018-വി.സ.വ.

ഇനം നം: 2535

വിഷയം : ഇലക്ട്രോണിക്സും വിവര സാങ്കേതിക വിദ്യയും വകുപ്പ് - ടെലികോം സേവന ദാതാക്കൾക്കും ഇൻഫ്രാസ്ട്രക്ചർ പ്രൊവൈഡേഴ്സിനും സംസ്ഥാനത്തെ റോഡ് ശൃംഖലകളിലൂടെ ഒപ്റ്റിക്കൽ ഫൈബർ കേബിൾ ഇടുന്നതിന് റൈറ്റ് ഓഫ് വേ (Right of Way) അനുമതി നൽകുന്നതിനുള്ള നിലവിലെ മാനദണ്ഡങ്ങൾ ഭേദഗതി ചെയ്യുന്നതും, റൈറ്റ് ഓഫ് വേ അനുമതി നൽകുന്നതുമായി ബന്ധപ്പെട്ട് 25.07.2018-ൽ എടുത്ത മന്ത്രിസഭാ തീരുമാനം പുന:പരിശോധിക്കുന്നതും.

തീരുമാനം : കുറിപ്പിലെ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ചു.

(ഒപ്പ്)
പിണറായി വിജയൻ
മുഖ്യമന്ത്രി

(ശരിപ്പകർപ്പ്)

ടോം ജോസ്
ചീഫ് സെക്രട്ടറി

സെക്രട്ടറി, ഇലക്ട്രോണിക്സ് & ഇൻഫർമേഷൻ ടെക്നോളജി വകുപ്പ്

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M. SIVASANKAR IAS
Secretary to Government
Information Technology Department