



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Transport Bhawan,
1, Parliament Street,
New Delhi - 110001

RW/NH-33044/42/2008-S&R(R)

Dated: 25th November 2010

To

1. The Secretary, PWDs of all State Governments / UTs (dealing with National Highways).
2. Engineer in Chief / Chief Engineers of all State Governments / UTs dealing with National Highways.
3. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector - 10, Dwarka, New Delhi - 110 075.
4. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi - 110 010.

Subject: Guidelines for display of Advertisement on Highway facilities/furniture

Sir,

Ministry as a matter of policy has not been allowing erection of advertisement hoardings on National Highways within the Right of Way as they might distract the attention of the drivers. However, limited participation by private parties is allowed for provision of road signs on National Highways and advertisement display is regulated by restricting it to the name or logo only of the firms and without unduly affecting the aesthetics of the highways and the attention of the drivers.

2.) Ministry has received requests from private parties for erecting "additional highway facilities/furniture" such as foot-over bridges, underpasses, way side amenities, Bus shelters on National Highways at their cost in lieu of advertising rights. The matter has been considered in the Ministry and it has been decided that proposals may be invited by the executing agencies for granting of advertisement rights on existing highway facilities (in case those facilities satisfy the criteria specified for them separately). In addition proposals may also be invited for providing such additional facilities. The grant of advertising rights shall however be subject to following conditions:

- a) The advertising space on the highway facilities shall be located on the inner side of facilities such that they are not directly visible in front of the driver driving along the road from safety considerations

of road users. An indicative sketch for bus stand and area of advertisement is enclosed as Annexure I.

- b) The advertisement shall be aesthetic and socially acceptable.
- c) The advertisement shall be limited to 80% of the advertisement area and remaining 20% is to be kept for Government related information/ public awareness programmes, to be decided by the executing agency.

3.1) The executing agencies may invite proposals from private entrepreneurs through open advertisement indicating the likely location of the facility within their jurisdiction for such scheme. The entrepreneurs may also suggest a suitable location for such facilities. The final selection will however rest with the competent road authorities. The entrepreneur will have to enter into an agreement (Copy of agreement is enclosed as annexure II) with the executing agencies for construction and maintenance of the highway facility to the entire satisfaction of road authorities. The contract period for such scheme shall be upto a period of fifteen years.

3.2) The executing agencies may assess any improvement in existing facility and needs of facility users like water, lighting, toilets etc from local considerations. The needs of facility users shall also be assessed for new highway facilities.

4. Criteria for award of work

4.1 Existing facilities - For existing facilities, while inviting the bids, the licensee may be asked to quote the amount they would be prepared to pay to the Government in advance at the beginning of each year of the contract period. The work would be awarded to the licensee who offers the maximum annual amount.

4.2 New facilities - For development of new facilities on BOT basis, the licensee may be asked to quote the period for advertising rights. The work would be awarded to the licensee who offers the minimum concession period.

5. For advertisements in wayside amenities (rest areas), separate guidelines will be issued.

6. The contents of this circular may be brought to the notice of all concerned in your organization.

Encl: As above

Yours faithfully

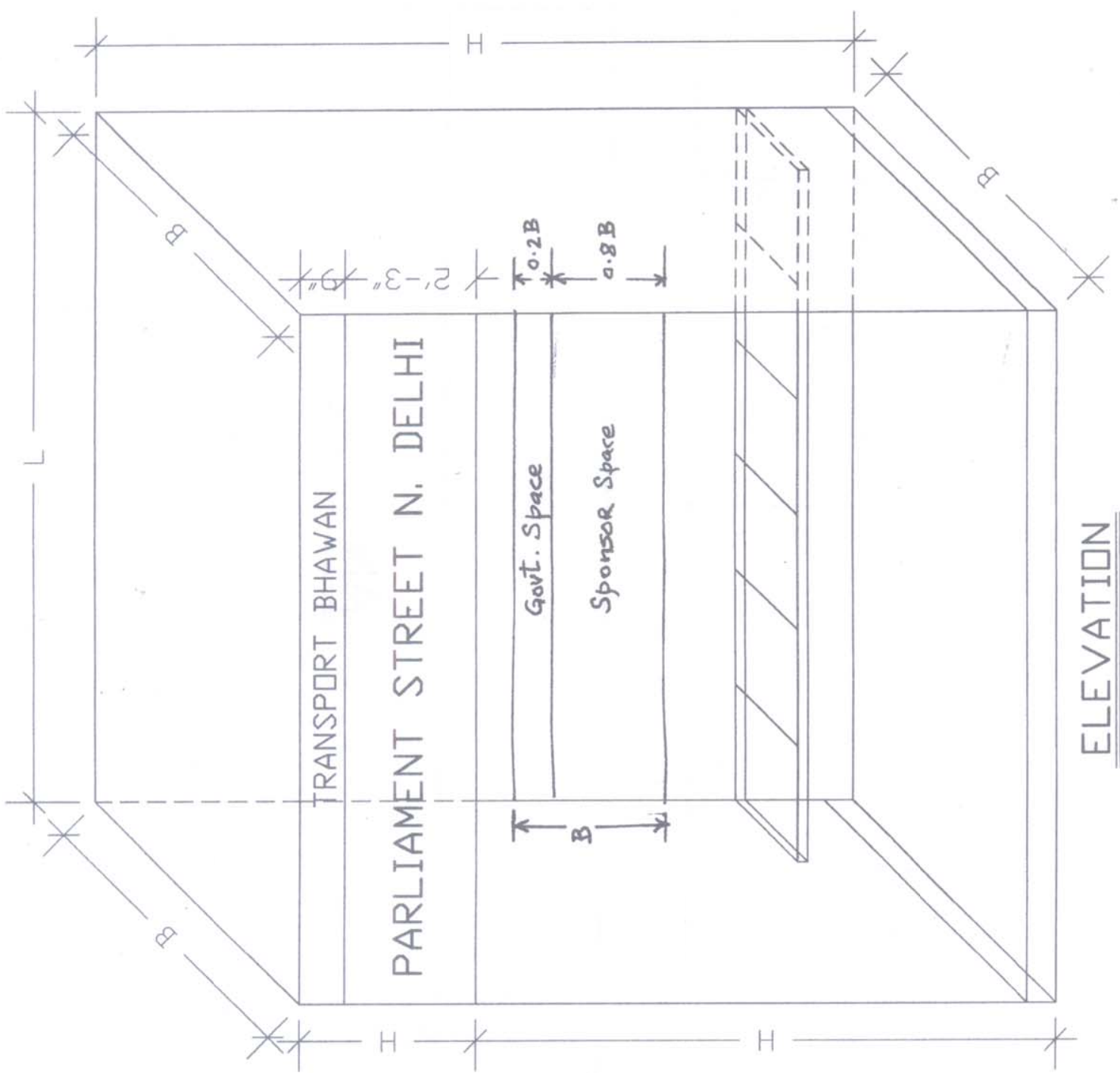


[Sunil Kumar Verma]

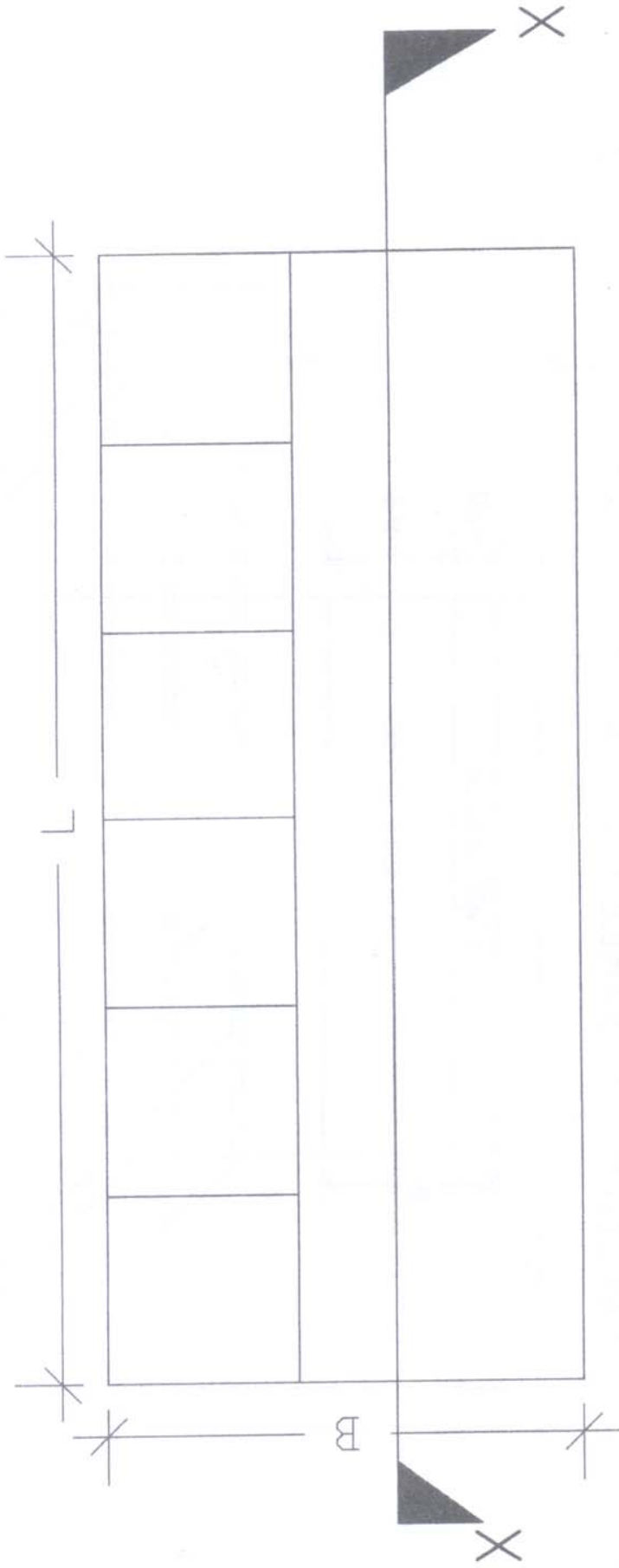
Superintending Engineer (R) S&R
For Director General (Road Development) &SS

Copy to :

- 1.) All the Technical officers in the Department of Road Transport & Highways
- 2.) All ROs and ELOs
- 3.) The Secretary General, Indian Roads Congress,
- 4.) The Director, NITHE
- 5.) Technical Circular file of S&R section
- 6.) NIC for Office Intranet



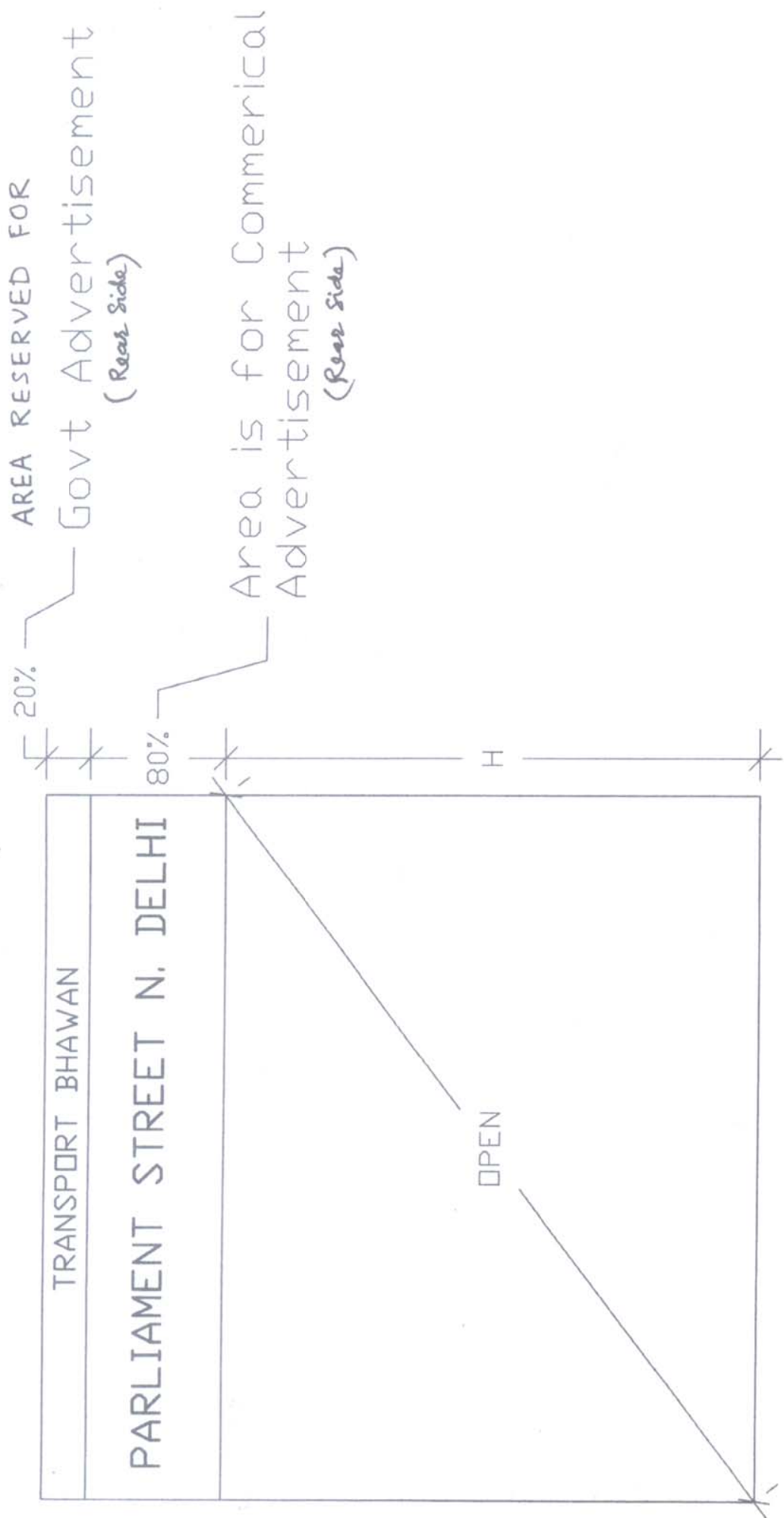
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SECTION X-X

Enclosure to letter No.RW/NH/33044/42/2008/S&R(R) Pt.II dated

**LICENCE DEED FOR ADVERTISEMENT ON HIGHWAY FACILITIES/
FURNITURE ON NATIONAL HIGHWAY LAND**

1. Agreement with Sponsor to install/erect advertisement/facility/furniture viz. _____ on National Highway No.... between Km... and Km... on LHS/RHS (Strike off whichever is not applicable) in _____ State in lieu of advertising Rights
2. An agreement made this day ____ of ____ (Month) ____ (Year) between the President of India (hereinafter called the Government which expression shall, unless excluded by or repugnant context, include his successors in office and assigns) of the ONE PART and SPONSOR _____ (hereinafter called the Licensee which expression shall, unless excluded by or repugnant to the context, includes their successor and assigns) of the OTHER PART.
3. WHEREAS THE LICENSEE has applied to install erect / advertise on the said Facility on National Highway No. _____ between Km__ and km__ on LHS/RHS (Strike off whichever is not applicable) in __ State, more particularly described in the Schedule annexed hereto and as shown in the drawings attached hereto AND WHEREAS THE Government has agreed to grant such permission on the terms and conditions hereinafter mentioned.
4. Now this agreement witnesseth that, in consideration of the conditions hereinafter contained and on the part of the licensee to install be observed and performed, the Government hereby grants to the Licensee permission to erect /advertise on the said Facility/ furniture as per the norms of Indian Roads Congress/ Ministry of Road Transport & Highways subject to the following conditions, namely:
 - (i) That the licensee shall within six months from the date hereby, without interfering with the road traffic, complete the erection of the said Facility/furniture to the satisfaction of the Divisional/Executive Engineer/Highway Administrator in-charge of the National Highway Division.
 - (ii) The work of erection of the said Facility/furniture shall be carried out as per specifications and other conditions given in Annexure-I.
 - (iii) That the Licensee shall be solely responsible for structural stability and maintenance of the Facility/furniture.
 - (iv) That the Licensee shall be responsible for restoring the road at his own cost, to the original condition after erection of Facility if any damage is caused due to inadequate maintenance/operation of it.
 - (v) That the Licensee shall not, without the prior permission in writing of the Divisional/Executive Engineer/Highway Administration undertake any work of shifting repairs or alterations to the said Facility/furniture.

- (vi) That the Licensee shall at all times permit any duly authorised official of the Government to inspect the said Facility/furniture.
 - (vii) That the Licensee shall be liable for any loss or damage caused to the Government by drainage/traffic obstructions or any other like causes due to the said erection of the Facility /furniture.
 - (viii) That the Licensee, within two months of a notice duly given to them in this behalf by the Divisional/Executive Engineer/Highway Administration shall at their own cost remove the Facility/furniture and restore the road land to the original condition when required to do so by the Government or by any person authorised on its behalf. The licensee shall not be entitled to any compensation on account of such removal.
 - (ix) That if the Licensee fails to execute the work which they have agreed to execute under this agreement to the entire satisfaction of the Divisional/Executive Engineer/Highway Administration, the work shall be executed by the Divisional/Executive Engineer/Highway Administration at the cost of the Licensee and the amount shall be recoverable from the Licensee as penalty/fine/arrears of land revenue without prejudice to any other remedies which may be open to the Government in this behalf.
 - (x) That the Licensee shall not sell transfer or otherwise dispose of the Advertising space to another sponsor or advertiser without obtaining the prior consent of the Government in writing.
 - (xi) That the agreement will remain in force for a maximum period of five years in the first instance and the same may be renewed only with the approval of the Government.
 - (xii) That the permission granted by this Licence shall not be deemed to convey to the Licensee any right for or over any interest in Government land other than what is herein expressly granted.
 - (xiii) That during the subsistence of this Licence, the Facility/furniture located on the road shall be deemed to have been erected and continued only with the consent and permission of the Government so that the right of the Licensee to the use thereof shall not become absolute and indefensible by lapse of time.
 - (xiv) The Licence shall bear the legal stamp duty charges on this agreement.
5. The Facility/furniture shall not be brought to use by Licensee unless a completion Certificate to the effect that the erection of the Facility have been done in accordance with the approved specifications and drawings has been obtained from Divisional/ Executive Engineer/Highway Administration.
6. Notwithstanding anything contained in Clause 4(viii) the Licence may be cancelled at any time by the Government for breach of any condition of the Licence and the Licensee shall not be entitled to any compensation for any damage caused to it for such cancellation nor shall it be absolved of any liability already incurred under this agreement.

