

No.RW/NH-33023/31/88-DO III

Dated, the 19th March, 1997

To

The Chief Engineers (dealing with National Highways and other Centrally Sponsored Schemes), Public Works Department of all States and Union Territories, Director General (Works), Central Public Works Department, Director General Border Road, Chairman, National Highways Authority of India

Subject: Policy regarding Private Participation in provision of retro-reflective road signs on National Highways - Model draft agreement

Please refer to this Ministry's letter of even number dated 22.3.96 forwarding therewith the details of the above mentioned policy. As per the guidelines already circulated, the entrepreneurs are required to enter into an agreement with the State PWD for provision, installation, maintenance and upkeep of the road signs to the entire satisfaction of the road authorities. In this connection, a model draft agreement is enclosed herewith for adoption by the State PWD.

Enclosure to letter No.RW/NH-33023/31/88-DO.III, dated the 19th March, 1997

LICENCE DEED FOR ERECTION OF TRAFFIC SIGN BOARDS BY SPONSOR ON NATIONAL HIGHWAY

1. Agreement with Sponsor to erect Traffic Sign Boards on National Highway No. _____ between km _____ and km _____ in _____ State.
2. An agreement made this day _____ of _____ (Month) of _____ (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 erect Traffic Sign Boards on National Highway No. _____ between km _____ and 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 be observed and performed, the Government hereby grants to the Licensee permission to erect Traffic Sign Boards as per the norms of Indian Roads Congress/Ministry of Surface Transport 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 Traffic Sign Boards to the satisfaction of the Divisional/Executive Engineer incharge of the National Highway Division.
 - (ii) The work of erection of Traffic Sign Board 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 of the Sign Boards.
 - (iv) That the Licensee shall be responsible for restoring the road at their own cost, to the original condition after erection of Traffic Sign Boards or 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 undertake any work of shifting, repairs or alterations to the said Traffic Sign Boards.
 - (vi) That the Licensee shall at all times permit any duly authorised official of the Government to inspect the said Traffic Sign Boards.
 - (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 Traffic Sign Boards.
 - (viii) That the Licensee, within two months of a notice duly given to them in this behalf by the Divisional/Executive Engineer shall at their own cost remove the Traffic Sign Boards 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 any work which they have agreed to execute under this agreement to the entire satisfaction of the Divisional/Executive Engineer, the work shall be executed by the Divisional/Executive Engineer at the cost of Licensee and the amount shall be recoverable from the Licensee as the 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 Boards space to other 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 License 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 Traffic Sign Boards 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) That Licensee shall bear the legal stamp duty charges on this agreement.

5. The Traffic Sign Boards shall not be brought to use by Licensee unless a completion Certificate to the effect that the erection of Traffic Sign Boards have been done in accordance with the approved specifications and drawings has been obtained from Divisional/Executive Engineer.

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.

SCHEDULE

(here type the Schedule referred to in Clause 3)

IN WITNESS WHEREOF this Agreement is executed in duplicate the parties hereto on the dates mentioned below their signatures.

Signed by Shri _____ (Name in full) the Licensee or the constituted attorney of the Licensee,

For and on behalf of the
President of India
Under Secretary to the Govt. of India
Ministry of Surface Transport (Roads Wing)

IN THE PRESENCE OF :

- | | |
|--|--|
| 1. Signature & name in full with designation | 1. Signature & Name in full with designation |
| 2. Signature & Name in full with designation | 2. Signature & Name in full with designation |

N.B. Wherever alternatives such as at/from, his/their, licensee/Licensees, Divisional/Executive Engineer has/have etc. are given, only applicable portion should be typed in the fair licence deed.

ANNEXURE I

1. All traffic signs proposed under private sponsorship shall conform to IRC: 67-1977 "Code of Practice for Road Signs" and Ministry's Circular NO. NH.11047/1/87-DO. I dated 8.9. 1988 (Guidelines for installation of distance informatory/destination signs along National Highways) and No. RW/NH.33023/31/88-DO.III dated 4.12. 1995 (Policy regarding installation of road signs using retro-reflective sheetings on National Highways). The specifications for the advertisements of different categories of signs shall be as under :

(i) Gantry Mounted Signs

For Gantry mounted signs, the vertical clearance available under the sign/display panel as also the lateral clearance shall be in accordance with IRC:54-1974, "Lateral and vertical clearances at underpass for vehicular traffic". The height of the sign panel shall be 2.1 metre. The structural stability of the gantry mounted sign shall be checked for safety against wind and other forces. The material and other stipulations for gantry mounted signs shall be in accordance with the Ministry's Circular No.RW/NH-33023/31/88-DO.III dated 4.12.1995. The plate displaying sponsoring firm's logo/name shall be hung underneath the sign panel in the central portion after ensuring the vertical clearance in accordance with IRC:54-1974. The length of this plate shall be restricted to the length of the central panel and shall not exceed 4.5 metres. The width of the advertisement panel shall be restricted to 0.3 metre. For cantilevered gantry mounted signs, the plate displaying sponsor's name/logo would also be hung below the sign panel

after ensuring the prescribed vertical clearance. The length of the plate shall be restricted to that of sign panel and width shall not exceed 0.3 metre. The advertisement shall contain only logo and/or the name of the sponsor and the colour scheme for the same shall be only black and white.

(ii) **Kerb mounted signs**

The kerb mounted informatory signs would conform to Ministry's Circular No. 11047/1/87-DO.I dated 8th September, 1988 and IRC:67-1977 for its dimensions, height, placement etc. The material and other stipulations shall be as per Ministry's Circular letter No.RW/NH.33023/31/88-DO.III dated the 4th December, 1995. The advertisement plate containing the sponsoring firm's logo/name shall be 0.15 metre wide and would span between the support posts at 0.10 metre below the sign panel. In case of kerb mounted cautionary signs, advertisement plate shall be put on the supporting posts at 0.10 metre below the sign panel with advertisement panel dimension not exceeding 0.50 m x 0.15 m. The colour scheme of the advertisement panel shall be only in black and white.

2. **Colour scheme**

- (i) Colour scheme for mandatory/regulatory cautionary/warning signs shall conform to IRC:67-1977 "Code of Practice for Road Signs".
- (ii) Direction, destination and place identification signs shall have green background, white messages (legend, letters, numerals, etc.) and borders instead of white background, black messages and borders.
- (iii) Colour scheme for facility information signs, other useful information signs and parking signs shall continue to conform to the provisions contained in IRC:67-1977 "Code of Practice for Road Signs".

3. Internally illuminated signs/neon signs shall not be permitted.

4. The sponsor shall be fully responsible for the upkeep and maintenance of the signs in perfect condition and shall be liable for responding to any complaints from the road users for misguidance and hazards etc.

5. The Traffic Sign Boards shall be erected at the approved locations only.

6. The Traffic Sign Boards shall be installed without interference with the maintenance of National Highways and cable lines.

7. The licensee shall ensure that there is no damage to the road or any other structure while carrying out the installation work. The damage, if any, shall be made good by the licensee at his own cost.

8. If it is necessary to shift these Traffic Sign Boards for any work such as road improvement etc. in future, the licensee shall have to carry out such shifting work at his own cost within a reasonable period (not exceeding 15 days) from the date of intimation to that effect.