

कार्यालय उपमहासंचक, कोर नेटवर्क (ट्रांस-उत्तर)
O/o Dy. G.M. Core Network (Tx-North),
न्यू-एयरपोर्ट, गोपाल-सीरोही, जोधपुर-342008
Satellite Earth Station, Chopasani Road, Sirohi,
Jodhpur-342008.
Email ID: dgmipjodhpur@gmail.com
Tel. No. Tel. No. 0291-2750750, Fax: 0291-
2750574



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

पत्र सं: DGM/TP/JPR/Row Permission/2022-23/

दिनांक: - 29/12/2022

To,
The DFO,
Sirohi.

Sub: - Regarding submission of requirement documents for forest Row clearance.

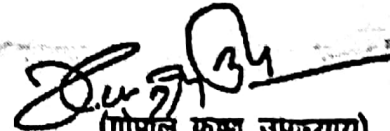
Ref: - Proposal No. FP/RJ/OFC/119902/2021 Laying of Underground Optical Fiber Cable Along the Road Within the Existing Row from Balda Tiraha NH-14 to Sirohi (Route Length 4.600 km) District-Sirohi (Rajasthan)

In connection to above subject & reference, kindly find enclosed here with required NOC received from NHAI, Jodhpur & PWD, Sirohi for clearance of forest permission for laying of Underground Optical Fiber Cable along the road within the existing Row from Balda Tiraha NH-14 to Sirohi (Route Length 4.600 km) District-Sirohi (Rajasthan).

Enclosure: - NOC of NHAI & PWD Sirohi.

Received
30/12/22

प्रणक :-
कार्यालय उप वन संरक्षक
सिरोही (राजस्थान) 307001


(गोपाल कृष्ण उपाध्याय),
मण्डल अभियंता दूर संचार परि० (द्वितीय),
कार्यालय उपमहासंचक
कोर-नेटवर्क (ट्रांस-उत्तर),
जोधपुर।

कार्यालय अधिशाषी अभियन्ता सा०नि०वि० खण्ड शिरोही

क्रमांक : अ.अ / अ.शिरोही / 2022-23 / 3484

दिनांक 11/10/22

Authorized Signatory
Divisional Engineer (Telecom Project)
Bharat Sanchar Nigam Ltd.
Satellite Earth Station, chopasani Road, Suthla,
Jodhpur

विषय :- ओ.एफ.सी. केबल बिछाने संबंधित स्वीकृति याचिका।
प्रांग :- 1. इस कार्यालय का पूर्व पत्रांक 3484 दिनांक 30.11.2021
2. आपका पत्रांक RDE/TP/JPR/ROW/Permission/2022-23
Dated 31.05.2022

उपरोक्त विषयान्तर्गत प्रासंगिक पत्र के संदर्भ में लेख है कि मैसर्स Bharat Sanchar Nigam Ltd. Satellite Earth Station, Chopasani Road, Suthla, Jodhpur को ओ.एफ.सी. केबल बिछाने हेतु (1) Sirohi-Pindwara T.E. OFC Route पर केबल बिछाने हेतु प्रेषित रूटमैप पर निम्नांकित शर्तों सहित स्वीकृति प्रदान की जाती है :-

- कार्य विभाग को प्रेषित अनुमोदित रूट प्लान एवं रोड कटिंग तकमीने अनुसार किया जायेगा।
- कार्य एक माह की अवधि में करना होगा।
- कार्य के दौरान व पश्चात् जोखिम आपके विभाग का होगा।
- कार्य पूर्ण होने के पश्चात् रिस्टोरेशन कर विभाग को सूचित करना होगा।
- कार्य IRC व IS Codes के मापदण्डों अनुसार होगा।
- ROWमें आपके विभाग का कोई विधिक अधिकार नहीं होगा, भविष्य में यदि किसी सड़ निर्माण कार्य के कारण आपके OFC केबल को कोई क्षति होती है तो इस विभाग को कोई जिम्मेदारी नहीं होगी।

भवदीय

(अजीत जैन)
अधिशाषी अभियन्ता
सा.नि.वि.खण्ड शिर


ज/क



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)
परियोजना कार्यान्वयन इकाई, जोधपुर - 188, उम्मेद हैरिटेज, रातानाड़ा,
जोधपुर - 342011 (राजस्थान)

Project Implementation Unit- Jodhpur - 188, Umaid Heritage,
Ratanada

Jodhpur - 342011 (Rajasthan), फोन / Tel. : 0291-2510065, 2511165

ई-मेल : jodhpur@nhai.org, jodhpurpiu3@gmail.com



No.: 13016/2022/BPP/US-OFC/2131

Date: 29.08.2022

To

Divisional Engineer
Telecom Projects (BSNL)
Satellite Earth Station Suthla,
Chopasni Road, Jodhpur

Sub.: Proposal for grant of permission for laying OFC between Sirohi TE (715 Km.) to Pindwara TE (Km. 731) Total length 16 km. on Beawar-Pali-Pindwara section of NH-14 (New NH-62) (LHS) in the state of Rajasthan by BSNL:- **Provisional permission reg.**

- Ref.:** 1. RO, Jaipur, letter no. NHAI/18013/1/2021-ROJ/Permission laying OFC/BSNL/151/NH-62, Km. 715 to 731/1579 dated 17.08.2022
2. This office letter no. 13016/2022/BPP/US-OFC/1382 dated 02.06.2022
3. Your office letter no. DE/TP/JPR/ Road cutting/2022-23 dated 27.05.2022
4. This office letter no. 13016/2022/OFC-Pipeline/856 dated 31.03.2022
5. This office letter no. 13016/2020/BPP/US-OFC/2652 dated 05.10.2021
6. IE office letter no. IE-Theme/NHAI/BPPRP/1775 dated 25.09.2021
7. This office letter no. 13016/2020/BPP/US-OFC/1507 dated 04.06.2021
8. Your office letter dated 18.05.2021

Sir,

With reference to above cited subject, you had submitted the proposal vide letter under reference (8). The Competent Authority has accorded conditional approval for grant of permission for laying OFC between Sirohi TE (715 Km.) to Pindwara TE (Km. 731) Total length 16 km. on Beawar-Pali-Pindwara section of NH-14 (New NH-62) (LHS) in the state of Rajasthan by BSNL. The proposed permission shall be subjected to following additional conditions that:-

1. The accommodation of proposed utility shall be strictly as per the Ministry's letter No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and as per the details indicated in the sketches/drawings enclosed herewith. No change in the alignment of other than approved herein will be entertained. Any deviation may result in cancelling of the permission/approval.
2. The applicant will be authorized to install/laying of the utility services as per approved methodology and drawings within the NH RoW only after signing of the agreement.
3. The proposed laying operation of utility shall be in such a manner that it causes least interference to the traffic movement and also traffic safety.
4. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement for the purpose for which it is granted.
5. No Licensee shall claim exclusive right on the Row and any subsequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)

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जोधपुर – 342011 (राजस्थान)

Project Implementation Unit- Jodhpur – 188, Umaid Heritage,
Ratanada

Jodhpur – 342011 (Rajasthan), फोन / Tel. : 0291-2510065, 2511165

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6. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.
7. License Fee (as worked out by the PD/EE) shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in renewal and deposition of fee shall attract interest @ 15% per annum compounded annually.
8. The utility service shall be permitted to cross the National Highway through either through structure or conduits specially built for that purposes. The casing/ conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry. The Existing drainage structure shall not be allowed to carry the lines across. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/ loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
9. All required restoration works subsequent to laying of underground OFC shall be required to be undertaken by the Licensee at its own cost either by itself or through its authorized representative in consultation with the Authority (The Project Director/ Executive Engineer) as per predetermined time schedule and quality standards.
10. Prior to commencement of any work on the ground, a performance Bank Guarantee as worked out by the Concerned PD/EE as per MoRTH circular dated 22.11.2016 with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by for feature of the Bank Guarantee.
11. 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.
12. The Licensee shall shift the utility services within 90 days on own cost (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/



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Project Implementation Unit- Jodhpur - 188, Umaid Heritage,
Ratanada

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relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

13. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
14. 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 make good such damages/recover the claims by forfeiture of Bank Guarantee.
15. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of Underground OFC in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and submitting their recommendation for issuing the Final NOC by Highway Administration for making utility operational.
16. The utility services shall not be made operational by the Licensee unless a final approval is obtained from the Highway Administration without which the concerned Project Director/Executive Engineer will not release the submitted performance Bank Guarantee.
17. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H / NHAI implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
18. Licensee should ensure after signing of agreement that works of laying of underground OFC as permitted by this office should be executed in time bound manner at the earliest.
19. Necessary precaution should be taken to avoid accident during execution of the work.
20. Before signing of agreement, recommendation of IE & consent of Concessionaire/Supervision Consultant may also be obtained, if not taken so far.
21. Work shall be executed as per approved methodology without obstructing the NH.
22. The applicant shall submit from its take desired undertaking from authorized signatory of applicant that "They will pay necessary increase in license fee within seven days as and when asked by the concerned Highway Administration".
23. In case of any damages to ongoing road work due to laying of underground OFC, all cost pertaining to repair and the claims likely to be raised by the Concessionaire/IE, shall be borne by Licensee.
24. Notwithstanding to the above, the provisional permission shall stand cancelled under the following circumstances -



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

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- (i) If any document/information furnished by the applicant proves to be false or if the applicant is found to have will fully suppressed any information.
 - (ii) Any breach of the condition imposed by the Highway Administration or the officer authorized by the Administration on his behalf.
 - (iii) If at later stage, any dispute/legal matter arises in the matter.
25. The applicant shall ensure prior to execution that no legal proceedings/dispute is involved in the subject matter and if, at later stage, any dispute/legal matter arises out then the responsibility of the same will be upon applicant only.

You are advised to ensure strict compliance of above stated conditions and work must be carried out in consultation with Concessionaire of Beawar-Pali-Pindwara NH-14 M/s Beawar-Pali-Pindwara Tollway Ltd. and Independent Engineer of Project Highway for which you have to inform to both the agencies before start of the work.

Thanking you,

Yours faithfully,

Encl: Original Agreement

- Copy to:
1. CGM (Tech.), RO, Jaipur: for information.
 2. M/s Theme Engineering Service Pvt. Ltd. Pali: for information.
 3. M/s. Beawar-Pali-Pindwara Tollway Pvt. Ltd: for information.

29/08/2022
(Ajay Bishnoi)
Project Director