



To

Reliance Jio
Infocomm. Ltd.
C-135, Phase -- 8-B,
Industrial Area, Mohali.

Memo No. 1209

Dated: 18/4/17

Subject: Permission for laying of underground OFC & Installation the Optical Fiber Cable with district boundary Baghot to Sehlang to Pota to Nautana to Siana to district boundary and NH-148B from Km. 84.820 (District Boundary) to District Boundary via Akoda Khudana road upto District Boundary and JKS to Satnali village.

Reference: Your letter dated 16.03.2017

As requested by you vide your letter under reference the permission for laying of Optical Fiber Cable in the reaches mentioned in subject cited above is hereby granted on the terms and condition of the agreement executed between PWD B&R (hereinafter said "owner") and Reliance Jio Infocomm Ltd. (hereinafter said "agency") and further subject to the following conditions:-

1. The cable shall ordinarily be laid at the edge of the Right of Way (ROW) or at a minimum distance of 15 metre from the centre line of the carriage way where the road land in wider. In case of restricted width of ROW, the cable shall be laid at the farthest end of PWD land.
2. The top of the casing or conduit pipe containing the cable shall be at least 1.65 Mtr. below the surface of the road subject to being at least 0.3 metre below the drain inverts.
3. The agency shall ensure making good the excavated trench for laying cable by proper filling and compaction so as to restore the land in to same condition as it was before digging the trench, clearing derbies loose earth produced due to execution of trenching at least 50 metre away from the edge of the right of way.

4. The agency shall furnish a bank guarantee for an amount calculated @ Rs. 100 (Rupees Hundred) only per route meter to PWD B&R (owner) for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring or making good the excavated trench for laying the cables/ ducts by proper filling and compaction, clearing debris or loose earth produced due to execution of trenching at least 50 metre away from the edge of the right of way. The above charge of Rs. 100 per meter is liable to be reviewed in every 5 years. No payment shall be made from the owner to the agency for clearing debris or loose earth. In case the work contemplated herein is not completed to the satisfaction of the owner, which has granted the permission, within a period of 10 months from the date of issue of the Bank guarantee, the agency shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the agency failing to discharge the obligation of making good of the excavated trench, the owner shall have a right to make good the damages caused by excavation, at the cost of the agency and recover the amount by forfeiture of bank guarantee. The performance bank guarantee shall be released to the license within two weeks from the successful completion of the work.
5. The agency shall make his own arrangement for crossing of cross drainage structure, rivers etc. below the bed. In case this is not feasible the cable the cable or ducts may be carried outside the railings / parapets and supported of brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned owner which has granted such permission. Additional cost of account of fixing and supporting arrangement as assessed by the owner shall be payable by the agency.
6. The agency shall shift the cables / ducts within 90 days (or as specified by the owner) from the date of issue of the notice by the concerned owner to shift / relocated the cables / ducts, in case it is so required for the purpose of improvement / widening of the road / route or

construction of flyover / bridge and restore the road / land to its original conditions at his own cost and risk.

7. The agency shall be responsible to ascertain in co-ordination with owner, regarding the location of other cables, underground installation / utilities / facilities etc. The license shall ensure the safety and security of already existing cables / underground installation / utilities / facilities etc. before commencement of the excavation.
8. The agency shall be solely responsible or liable for full compensation / indemnification of concerned agency / aggrieved owner for any direct indirect or consequential damage caused to them / claims or replacement sought for at the cost and risk of the agency. The concerned agency in coordination with owner shall also have a right to make good such damages / recover the claims by forfeiture of bank guarantee.
9. If the agency fails to comply with condition at clause (6) and (7) above to the satisfaction of the owner the same shall be got executed by the owner at the cost and risk of the agency.
10. The agency shall produce insurance from reputed insurance company against damages to already existing cables / underground installation / utilities / facilities etc. during trenching.
11. As far as possible the agency shall avoid cutting the road for crossing Highway and other roads and try to carry out the work by drilling a hole beneath the road pavement. In case any damage is caused to the road pavement in this process the licensee will be required to restore road to the original conditions at his cost. If due to unavoidable reasons the road needs to be cut for crossing of laying a cable the agency shall deposit the restoration cost / reinstatement charge as assessed by the owner in co-ordination with the concerned agency.
12. The agency shall inform or give a notice to the undersigned at least 15 days in advance with route details prior to digging the trenches for fresh or maintenance/repair works. A

separate performance bank guarantee for maintenance/repair works shall have to be furnished by the agency.

13. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid trenches filled up before close to the work that day filling should be completed to the satisfaction of the concerned agency designated by the owner.
14. The agency shall indemnify the concerned agency in co-ordination with owner, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
15. This permission shall be coterminous with validity of agency awarded by the Department of Telecommunications. The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the Department of Telecommunications. That owner also has a right to terminate the permission or to extend the period of agreement, in case the agency wants shifting repairs or alteration of telecom cables/ducts. He will have to furnish a separate Bank Guarantee.
16. That the agency shall not without prior permission in writing of the concerned agency in co-ordination with owner undertake any work of shifting repairs or alternations to the said Telecom cable/ducts.
17. In order to avoid repeated digging on the same routes, if possible, the agency is free to lay voluntarily extra ducts/ducts with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the agency with suitable mutual agreements with the owner of his designated agency. However the creation of excess capacity by the agency is not a precondition for Right of way permission granted herein.
18. The permission granted shall not in any way be deemed to convey to the agency any ownership right of any interest in route/road/highway/land property, other than what is herein expressly granted.
19. 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 owner so that the right of the agency to the use there of shall not become absolute and indefeasible by lapse of time.

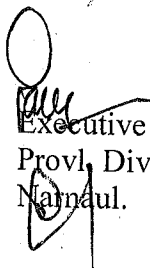
20. The agency shall bear the stamp duty charged on this agreement.
21. The Telecom cables shall not be brought in to use by the agency unless a completion certificate to the effect that the Telecom cable ducts has been laid in accordance with the approved specifications and drawing and that the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Owner has been obtained.
22. Notwithstanding anything contained herein this agreement may be cancelled at any time by the owner for breach of any condition of the same and the agency shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall be absolved from any liability already incurred.
23. The agency shall have to provide barricading danger lighting and other necessary caution boards while executing the work.
24. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of agency.
25. After the termination/expiry of the agreement the agency shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the agency will lose the right to remove the cables/ducts. However before taking up the work of removal of cable the agency shall furnish a Bank Guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction clearing debris loose earth produced due to excavation of trenching at least 50 metre away from the edge of the right of way.
26. The enforceability of right of way permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the agency with Department of Telecommunication and for the purpose for which it is granted. Either

by content or intent the purpose of extending this right of way facility is not to enhance the scope of license of the agency with the Department of Telecommunications.

27. Any disputes in interpretation of the terms and conditions of this agreement of their implementation shall be referred to the High Level committee comprising the designated representatives of the owner and the agencies and the decision of the committee shall be final and binding on all.

28. The agency shall undertake that the cable shall be removed by the Idea Cellular Ltd. with fifteen days of notice cost of removal / shifting of cable, if required by the PWD B&R and cost there of shall be born by Reliance Jio Infocomm. Ltd. to whom the permission for laying the cable is being granted.

DA/Nil



Executive Engineer,
Provl. Divn. PWD B&R Br.,
Narnaul.

Endst. No.

Dated:

Copy of above is forwarded to the Sub Divisional Engineer, Provl. Sub Divn., PWD B&R Br., Mohindergarh for information and necessary action.

DA/Nil


Executive Engineer,
Provl. Divn. PWD B&R Br.,
Narnaul.