

Govt of India  
Ministry of Road Transport & Highways

Transport Bhawan  
No.1 Parliament street  
New Delhi-110001

No.RW/NH-33044/44/2013-S&R(R)

Date: 2<sup>nd</sup> January, 2014

To

M/s Reliance Jio Infocomm Limited  
3<sup>rd</sup> floor, Maker Chamber IV, 222,  
Nariman Point, Mumbai-400021

**Sub:-** Single window permission for Right of Way for laying of Optical Fibre Cable(OFC) along National Highways in various states of India for Roll out 4<sup>th</sup> generation (4G) Broad band services

Sir,

Please refer to your letter nos. RJIL/OFC/ROW/MoRTH/13-14/01 dated 19<sup>th</sup> August 2013 enclosing therewith registration certificate for infrastructure provider category-1 (IP-1) registration no.370/2011 dated 23-06-2011 from Ministry of communication & IT (Department of Telecommunication) and RJIL/OFC/ROW/MoRTH/13-14/04 dated 17<sup>th</sup> Oct 2013 wherein request for laying OFC within RoW of National Highways in different states was made. Further in your above letter, it has also been emphasised that as per guidelines issued by ministry of Road Transport & Highways vide letter no. RW/NH-33044/27/2005/S&R (R) dated 06/07.08.2013, which inter-alia state that for work involving laying of cables along National Highways in different states or National Highway of project length exceeding 500 Km in one state Chief Engineer( Standards, Research & Technology) (R) MoRTH shall be the approving authority. As per your proposal the permission for laying OFC in about 18974 Km length of National Highways has been sought.

In view of the above and as per the Ministry's guidelines, the following approval for laying the OFC for the stretches of National Highways mentioned at Annex-1 is accorded:

- i) The National Highways, where ever RoW of 45 m or more is available the OFC may be laid at the extreme end of RoW. Further, in cases where cable ducts with sufficient space already exist along NH, the cables shall be laid in such ducts subject to feasibility and technical requirement being fulfilled.
- ii) The OFC cable should not be laid directly on any structure/bridges. 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 cable/duct may be carried outside the railing/ parapets and supported on brackets fixed to the outside of super structure. However, fixing and supporting arrangement with all details may be submitted through concerned field officials along with their recommendation for granting permission.
- iii) In case of RoW less than 45m or restricted width of RoW, the licensee/infrastructure provider may discontinue the cable laying along NHs and explore the possibility of laying it along other feasible routes through private land or otherwise. In case if any other feasible route is not available, the proposal for such stretches may be submitted along with route details, such as existing utilities, trees, details of RoW certified by concerned field authority in charge of that section of national highways for consideration and permission.



details, such as existing utilities, trees, details of RoW certified by concerned field authority in charge of that section of national highways for consideration and permission.

This permission is subject to the following:

1. Either the 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.
2. The cable shall always be laid at the edge of the RoW and RoW shall be available to Licensees to the extent of provisions contained in their license agreements and the reinstatement charges shall be borne by such Licensees.
3. A Performance Bank Guarantee of Rs.100 per route meter with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by Licensee to the Authority's designated agency i.e. Project directors (PDs) NHAI or Executive Engineers/Divisional Engineer NH division PWD for the stretch under their jurisdiction, 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/its designated agency 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.
4. 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. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways 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.
6. 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 replacements sought for at the cost and risk of licensee.
7. The top of the casing/ conduit pipe containing the cables shall be at least 1.2 m below the top of sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts.
8. The Licensee shall ensure making good the excavated trench for laying cables 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 may be disposed at least 50m away from the edge of the right of way.
9. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the hgd. 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 in case utility duct is not available on such bridges. The fixing and supporting arrangement with all details shall be required to be prepared in consultation with field officers in charge of that section of NHs and should be got 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.

10. The Licensee shall shift the cables/duets 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/ duets, 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.
11. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, cable duets, underground installations/ utilities/ facilities etc. Licensee shall ensure the safety and security of already existing cables/ underground installation/ utilities/ facilities etc. before commencement of the excavation/ using the existing cable duets.
12. 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.
13. 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 /its designated agency at the cost and risk of the Licensee.
14. No Licensee shall claim exclusive right on the RoW and any subsequently 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.
15. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables, underground installations/ utilities/ facilities etc. during trenching before start of work.
16. Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. 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 unavoidable reasons 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. 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 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 or 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.

17. 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 designated agency authority.
18. 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.
19. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication (DoT). The permission granted under this Agreement will automatically cease in case of premature termination of 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 of Licensee wants shifting, repairs or alteration to Telecom Cables/ ducts, he will have to furnish a separate Bank Guarantee.
20. 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.
21. 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 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/its designated agency for verification and record within a month of completion of works.
22. The Licensee shall have to provide safety measures like barricading, traffic regulatory measures and other necessary caution boards while executing the work.
23. If any traffic diversion works are found necessary during the working such diversion shall be provided at the cost of Licensee.
24. For PPP projects, in case of any damage 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. MoRT&H/ NHAI/ Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This approval will be effective after signing of the agreement with concerned field officials/Project Directors of NHAI for the National Highways entrusted with NHAI and Chief Engineer (NH) for the National Highways entrusted with state govt and is valid till one year from the date of submission of bank guarantee to the concerned field officials. Works may only be started after submission of Bank guarantee as desired and finalised by concerned field officials as per the



5

stipulation of the guidelines and obtaining necessary insurances as stipulated in agreement. A copy of such agreement may also be submitted to Ministry for reference and record.

It is requested that all the relevant stipulations of Ministry's guidelines and conditions of agreement may be followed scrupulously for laying the OFC. Any deviations from the guidelines agreement is not allowed unless specific relaxation/exemption is accorded by authority/Ministry



(Digvijay Mishra)  
SE (S. R&T) (Roads)  
For DG (RD) &SS

Encl:- Methodology proposed, and list indicating chainages NH wise (as per the strip plan submitted by the licensee) in the state.

Copy to:- Concerned field officials/Project Directors, NHAI /Chief Engineer(NH) as per list attached :- It is requested that wherever RoW of 45 m or more is available in the reaches enclosed with this letter, the licensee may be allowed to lay the OFC at the extreme end of RoW following the Ministry's guidelines after obtaining the required BGs and insurances etc. The reaches and the jurisdiction of PDs/LE/DEs needs to be reconciled and actual requirement of BGs may be worked out and as built drawing must be prepared accordingly as well and submitted to Ministry. The permission is only for the use of licensee/infrastructure provider M/s Reliance Jio Infocomm Limited. The Duct/trench should not be used for commercialisation by the licensee unless a separate mutual agreement with the authority / Ministry is signed in this regard. However in case of restricted width of RoW, licensee may be directed to prepare strip plan showing various existing features like various utilities including existing OFC laid by other firms, trees, existing RoW, proposed RoW in near future and proposed location of OFC cables, and the same may be submitted after authentication for considering permission for such routes/stretchers. Record of OFC along National Highways may please be maintained as stipulated in the Ministry's guidelines.



(Digvijay Mishra)  
SE (S. R&T) (Roads)  
For DG (RD) &SS





# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

## National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

# 17-L, Model Town, Ambala City - 134 003 (Haryana)

दूरभाष/Phone : 0171-2521361

फैक्स/Fax : 0171-2520361

ई-मेल/E-mail : amb@nhai.org

pruambala@gmail.com

11029 NHAI/AMB/9277

18/06/2013

To

M/s Infotel Broadband Services Ltd.,

C-135, Industrial Area, Phase-8,

Mohali - 160062

Subj: Permission to M/s Infotel Broadband Services Ltd., (Now M/s Reliance Jio Infocomm Limited) for laying OFC from Km 205.240 to Km 306.000 (RHS) and Km 314.340 to Km 381.000 (LHS) and road crossing at Km 205.240 and Km 314.340 on NH-44 (New NH-44) in the State of Punjab.

Ref: Your letter No IBSL/OFC/ROW/Intercity/Punjab/NHAI/333 dated 13 Dec 12

Sir

1. Please refer to your subject cited proposal submitted vide your letter under reference
2. RO NHAI Chandigarh vide letter No NHAI/RO/CHD/11011/PD-AMB/NOE 1066 dated 14 Jan 13 that the permission to M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd) for laying OFC in the stretch mentioned above has been agreed by the CGM, cum-RO Chandigarh subject to the fulfillment of following conditions:

- i) All the conditions laid down in the relevant MoRT&H NHAI circulars as applicable in the matter are required to be fulfilled by M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd).
- ii) It will be responsibility of the M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd) to rectify any damage which occurs at site to any other existing utility at its own cost.
- iii) In case, at any stage, if shifting of OFC is required for a work related to NH-44, then the shifting of the same shall be done immediately by M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd) at their own cost.
- iv) NHAI shall not be responsible for any damage caused to the OFC at any time. Repair, rectification of such damage, if any shall be carried out by the applicant.
- v) Laying of OFC, its operation at later stage shall be done without causing any damage to the road, and if it occurs then M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd) will be required to restore the road to its original condition at their own cost to the satisfaction of Project Director of NHAI.
- vi) M/s Reliance Jio Infocomm Limited (Formerly M/s Infotel Broadband Services Ltd) shall have to make all necessary arrangements for safety of highway users and work, and also to ensure that no hindrance is caused to highway traffic by providing there barricade, danger lighting and other necessary caution boards while executing the work.
- vii) No structures or manhole / inspection chamber will be constructed in NHAI land, affecting future planning / usage of ROW.
- viii) The OFC, as per methodology appended in the case, will be laid at a depth of at least 1.6mtr below the normal ground level at the extreme edge of the ROW.
- ix) You will be permitted to lay OFC after signing of license deed as stipulated in above Ministry's Circulars and adequate precautions are taken to cause no undue disturbance to the traffic and no damage to the highways and complete the work within shortest possible time.

(Signature)





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय)

**National Highways Authority of India**

(Ministry of Road Transport & Highways)

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P-2

- x) Before signing the license deed, it may be ensured that license deed including undertaking etc. may be signed by valid signatory authorized vide General Power of Attorney resolution passed by Competent Authority of applicant firm.
- xi) Performance Bank Guarantee @Rs 1.00 lacs per crossing and @ Rs. 50 per running meter of pipeline along NH is required to be furnished to this office before signing of License Deed.
- xii) In addition, fee for use of NH land for laying of utilities as per Policy of MoRTH vide Circular No RW/NH-33044/27/2005-S&R dated 21.09.2010 and as per NHAI HQ letter No NHAI/Punjab/CC/N-1/21939 dated 23.09.2011 are also required to be deposited by M/s Reliance Jio Infocomm Limited (Formerly M/s Inofel Broadband Services Ltd).
- xiii) A fresh license deed strictly as per approved format by NHAI (compared word to word) and all other documents be got signed by the valid POA holder in the present name of firm be furnished for executing the licence deed.

3. This is for your information and necessary action in the matter please.

Yours sincerely,

Yours sincerely,

(Vipin Sharma)

GM (Tech) cum Project Director