



HARYANA PWD (B&R)
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To

Reliance JIO Infocomm Ltd.
C-135, Industrial Area,
Phase-8-B, Mohali,
Punjab - 160068.

Memo No. 5452

Dated: - 29/09/2016

Subject: **Permission for laying Optical Fiber Cable along the route from Ambala to Saha NH-444A CH-6.500 to 16.100=9600 mtr & install 11 Nos Main hole Dia 1.5x1.5x1.5 mtr.**

Reference: **Your office letter No.RJIO/NLD/AMB/NH/01 dated 11.08.2016.**

The permission is hereby granted for laying Optical Fiber Cable parallel to NH-444A from Ambala to Saha (**CH-6.500 to 16.100=9600 mtr**) Haryana with subject to the condition after verification of Bank Guarantee and following terms and conditions: -

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 Optical Fiber Cable shall always be laid at the edge of the ROW & 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 @ 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 this office 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 service etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/ other restoration work, this office 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



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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 Optical Fiber Cable 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/conduct pipe containing the Optical Fiber Cable 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 0.3m below the drain inverts.
8. The Licensee shall ensure making good the excavated trench for laying Optical Fiber Cable 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 bed. In case, this is not feasible, the Optical Fiber Cable / 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



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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 Optical Fiber Cable /ducts 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 Optical Fiber Cable /ducts, 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 optical fiber cable/ducts, 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 ducts.
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/this office 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



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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 Optical Fiber 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 Optical Fiber Cable line shall be required to be undertaken by the Licensee at its cost by itself or through its authorized representative in consultation with the Authority/this office 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/ 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 Optical Fiber Cable 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/this office.



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18. The Licensee shall indemnify the concerned agency in co-ordination with Authority/ this office, against all damages and claims, if any, due to the digging of trenches for laying Optical Fiber Cable /ducts.
19. This permission shall be coterminous 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 Optical Fiber Cable /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 Optical Fiber Cable /ducts.
21. The Optical Fiber Cable shall not be brought into use by the Licensee unless a completion certificate to the effect that the Optical Fiber Cable / ducts has been laid in accordance with the approved specifications and drawings and the trenches have been obtained. Three copies of 'as laid drawings of utilities (hard and soft copies) with geo tagged photographs and geo tagged vide recordings of laying of Optical Fiber Cable in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority/its designated agency/ this office 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. For any accident if occurs due to this, the licensee shall be held fully responsible.
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 Optical Fiber Cable / ducts by the



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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.

25. The Duct/trench should not be used for commercialization 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 will 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 Optical Fiber Cable, and the same may be submitted after authentication for considering permission for such routes/stretches.
26. The National Highways, wherever ROW of 45m or more is available the Optical Fiber Cable line may be laid at the extreme end of ROW, in cases where Optical Fiber Cable ducts with sufficient space already exist along NH, the Optical Fiber Cable line shall be laid in such ducts subject to feasibility and technical requirements being fulfilled.
27. In case of ROW less than 45m or restricted width of ROW, the licensee/infrastructure provider may discontinue the Optical Fiber 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.

This approval will be effective after signing of the agreement with M/s Reliance Jio Infocomm Ltd. 3rd floor, Maker Chamber IV-222, Nariman Point, Mumbai is valid upto one year from the date of submission of Bank Guarantee to the concerned authority i.e. Executive Engineer, Constn. Division (NH) Panchkula works may only be started after submission of Bank Guarantee as desired and



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finalized by concerned field officials as per the stipulation of the guidelines and obtaining necessary insurances as stipulated in agreement.

DA/ Nil

Endst. No.

Dated:

[Signature]
Executive Engineer
Kumad

Copy is forwarded to the Sub Divisional Engineer, Provl. Sub Division P-IV (NH), PWD B&R Br., Ambala Cantt for information w.r.t. letter no.1129 dated:19/08/16he should follow up with client & no work should be allowed at site without permission.

8/
DA/ Nil

sd
Executive Engineer