

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहने और राजमार्ग मंत्रालय,भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

प्रथम तल, नया भवन, भारतीय प्रशासनिक स्टाफ कॉलेज, रोड नं-3, बंजारा हिल्स, हैदराबाद-500 034. तेलंगाना.



REGIONAL OFFICE - HYDERABADFirst Floor, New Building, Administrative Staff College of India (ASCI), Road No. 3, Banjara Hills, Hyderabad - 500 034, Telangana.

our, New Building, Administrative start college of India (ASCI), Road No. 3, Banjara Hills, Hyderadad - 500 034, Telang टेली / **Tele** : 040 - 29562147 / 48 **ई-मेल / Email** : rohyderabad@nhai.org, nhairohyd@gmail.com

Notice Inviting Public Comments

NHAI/RO-HYD/25011/1/48/2022/Utility/126

Dt.05.08.2022

Sub: NHAI - RO Hyderabad - PIU Hyderabad-Proposal for laying of Optical Fiber Cable for a total length of 4.98 Km from Km.189+530 to Km.194+450 (LHS), along NH-44 by HDD Methodology and Highway crossings at Km.197+450 by HDD methodology on Hyderabad to Bangalore section of NH-44 in the State of Telangana- Reg..

Ref: 1. PD, PIU Hyd Lr.no. NHAI/PIU-HYD/NH-44/ AP-5/T-Fiber/2022/1111, dated 12.07.2022

The Project Director, PIU, NHAI, Hyderabad vide letter cited above has recommended the Proposal M/s Telangana Fiber Grid Corporation Limited for laying of Optical Fiber Cable in between Km.189+530 to Km.197+450 for a total length of 4.98 Km along the National Highway of NH-44 & across the National Highway NH-44 by HDD methodology in Hyderabad to Bangalore section in the State of Telangana.

2. As per para 4 of the Ministry's guidelines no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, public comments is hereby invited on the above proposal seeking claims and objections (on grounds of public inconvenience, safety and general public interest) within 30 days on public portal i.e. website of Ministry of Road Transport and Highways (www.morth.nic.in) in Form-A (copy enclosed) for "Accommodation of Public and Industrial Utility Services along and across National Highways".

Comment Inviting Authority

The Regional Officer,

National Highways Authority of India,

Regional Office: Hyderabad,

First Floor, New Building,

Administrative Staff College of India(ASCI),

College Park Campus, Road No.3,

Banjara Hills, Hyderabad - 500 034,

Telangana State,

Phone: 040-29562147, 040-29562148,

Email: rohyderabad@nhai.org, nhairohyd@gmail.com

Encls: Above Proposal

Yours faithfully,

(V. Nagamani)

Dy General Manager (Tech)

For Regional Officer-cum-

Highway Administrator, Hyderabad

To:

1. Senior Technical Director, NIC, Transport Bhawan, New Delhi- 110001 for uploading on Ministry's website.

2. Shri S.Manivasagam, Dy. GM (IT), NHAI HQs, New Delhi for uploading on NHAI website.

Copy to:-1. The Project Director, NHAI, PIU Hyderabad: for information

2. M/s Telangana Fiber Grid Corporation Limited: for information

कारपोरेट कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075. वेबसाइट : http://www.nhai.org Corporate Office : G-5 & 6, Sector -10, Dwarka, New Delhi - 110 075 Website : http://www.nhai.gov.in Form for seeking claims and objections (on grounds of public inconvenience, safety and general public interest) on the application for Accommodation of Public and Industrial Utility Services along and across National Highways

Sub: NHAI - RO Hyderabad - PIU Hyderabad- Proposal for laying of Optical Fiber Cable for a total length of 4.98 Km from Km.189+530 to Km.194+450 (LHS), along NH-44 by HDD Methodology and Highway crossings at Km.197+450 by HDD methodology on Hyderabad to Bangalore section of NH-44 in the State of Telangana-Reg.

The claims and objections (on grounds of public inconvenience, safety and general public interest) by the general public needs to be given within 30 days of uploading the online application for comments

SI. No	ltem	Details
1	Name of the person who is desiring to give claims and objections (on grounds of public inconvenience, safety and general public interest)	
2	Address of the person	
	Details of the application for Accommodation of Public and Industrial Utility Services along and across National Highways against which claims and objections are being given (name of applicant and other details like site address etc.)	
3	a) Application No.	
	b) Name of applicant (who applied to Accommodation of Public and Industrial Utility Services along and across National Highways)	
	c) Details of Application	
4	The claims and objections (on grounds of public inconvenience, safety and general public interest)	



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहने और राजमार्ग मंत्रालय,भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

परियोजना कार्यान्वयन इकाई - हैदराबाद

आवास सं : 25A & 28A, भारत का प्रसासनिक स्टाफ कॉलेज, कॉलेज पार्क कैंपस, सड़क सं : 3, बंजारा हिल्स, हैदराबाद – 500 034, तेलंगाना

PROJECT IMPLEMENTATION UNIT - HYDERABAD

Qtr.No. 25A & 28A, Administrative Staff College of India (ASCI), College Park Campus, Road No.3, Banjara Hills, Hyderabad- 500 034, Telangana

Land Mark: Near TV9 Bus Stop

टेली / Tele: 040-29550558 ई-मेल / Email: hyd@nhai.org / nhaihyd@gmail.com

NHAI/PIU-HYD/NH-44/AP-5/T-Fiber/2022/////

12.07.2022

То

The Regional Officer

National Highways Authority of India Regional Office, First Floor, New Building Administrative Staff College of India (ASCI)* College Park Campus, Road No.3

Banjara Hills, Hyderabad-500034, Telangana.

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Sub: NHAI-PIU- Hyderabad - Design, Construction, Development, Finance, Operation and Maintenance of Km.135.469 (end of Kothakota Bypass) to Km.211.000 (Kurnool) on NH-44 (old NH-7) in the State of Andhra Pradesh on BOT (Annuity) basis - Contract Package No.NS-2/BOT/AP-5 - Permission for laying of Optical Fiber Cable for T-Fibre from Km. 189.530 to Km. 197.450 in Undavelly Mandal along NH-44 road boundary and across the road under the jurisdiction of NHAI- Submitted for approval - Reg.

Ref: 1. MoRT&H guideline RW/NH-33044/29/2015/S&R(R) dated: 22.11.2016

2. T-Fibre lr. no. T Fibre/Projects/ROW/1386 dated: 21.12.2021

3. I.E lr. no. AA/TL/AP-05/NH-44/NHAI/2349/21-22/1072 dated: 12.03.2022

Sir,

This has reference to the letter 2nd cited wherein T-Fibre submitted proposal for laying of Optical Fiber Cable along NH-44 road boundary and across the road under the jurisdiction of NHAI and requested to accord permission. The same has been recommended by I.E vide their letter dated: 12.03.2022.

- 2. The proposal has been examined in this office and following documents have been submitted along with the proposal:
 - i. Check list
 - ii. Methodology for laying of Optical Fiber Cable on the NH land (utility corridor) by HDD method.
 - iii. License fee calculation for an amount of Rs. 7,54,915/- receipt of the same is enclosed with Transaction No. 0705220007269 dated: 16.05.2022

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Page 1 of 2

- iv. Bank Guarantee calculation for an amount of Rs. 12,45,000/- with BG No. 220133IBGP00122 dated: 24.05.2022
- v. Indemnity bond
- vi. Undertaking
- vii. License Agreement
- viii. Drawings
- 2. IE has inspected the site and checked the proposal as per MoRTH guidelines vide RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and recommended the proposal, vide letter dated: 07.02.2022.
- 3. In view of the above, the proposal for according permission to lay Optical Fiber Cable by the Senior Director, T-Fiber, is examined and found to be in order. Therefore, the proposal is herewith recommended for approval of the Competent Authority.

Yours faithfully

(P. Nageswara Rao) GM (T) & Project Director



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(सडक परिवहने और राजमार्ग मंत्रालय भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways, Government of india) परियोजना कार्यान्वयन इकाई - हैदराबाद

आवास सं : 25A & 28A. भारत का प्रसासनिक स्टाफ कॉलेज, कॉलेज पार्क कैंपस, सड़क सं : 3. बंजारा हिल्स, हैदराबाद – 500 034. तेलंगाना



PROJECT IMPLEMENTATION UNIT - HYDERABAD

Otr.No. 25A & 28A, Administrative Staff College of India (ASCI), College Park Campus, Road No.3, Banjara Hills, Hyderabad- 500 034, Telangana Land Mark: Near TV9 Bus Stop

टेली / Tele: 040-29550558 ई-मेल / Email: hyd@nhai.org / nhaihyd@gmail.com

CERTIFICATE

Sub: NHAI-PIU- Hyderabad - Design, Construction, Development, Finance, Operation and Maintenance of Km.135.469 (end of Kothakota Bypass) to Km.211.000 (Kurnool) on NH-44 (old NH-7) in the State of Andhra Pradesh on BOT (Annuity) basis - Contract Package No.NS-2/BOT/AP-5 - Permission for laying of Optical Fiber Cable for T-Fibre from Km. 189.530 to Km. 197.450 in Undavelly Mandal along NH-44 road boundary and across the road under the jurisdiction of NHAI - Reg.

In regard to the proposal for laying of Optical Fiber Cable, following is hereby certificated:

- 1. It is certified that the proposal is confirming of all standard condition issued vide Ministry Circular No.(58)/68 dated 31.1.1969, Ministry Circular No.P/66/76 DATED 18./19.11.1976, Ministry RW/NH- III/P/66/76dated 11.5.1982, Minister RW/NH- 11037/1/86-DOI(ii) DATED 28.7.1993, Circular No.rw/nh-11037/1/86/DOI dated Ministry Circular No.RW/NH-34066/2/95/25.10.19999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 (yes/No).
- 2. It is certified that any other location of OFC cable would be extremely and unreasonable costly and the OFC within ROW will not adversely affect the design, stability & of the highway nor the likely future (Yes/No) Such as widening of the carriageway curve etc.
- 3. For 6 lanning: In case feasibility report is not available " it is certified that sufficient ROW is available at site for accommodating proposed six -laning".

Yours faithfully

(P. Nageswara Rao) GM (T) & Project Director

कारपोरेट कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075. वेबसाइट : http://www.nhai.org Corporate Office : G-5 & 6, Sector -10, Dwaraka, New Delhi - 110 075 Website : http://www.nhai.org

INSPECTION REPORT

Sub: NHAI-PIU- Hyderabad - Design, Construction, Development, Finance, Operation and Maintenance of Km.135.469 (end of Kothakota Bypass) to Km.211.000 (Kurnool) on NH-44 (old NH-7) in the State of Andhra Pradesh on BOT (Annuity) basis - Contract Package No.NS-2/BOT/AP-5 - Permission for laying of Optical Fiber Cable for T-Fibre from Km. 189.530 to Km. 197.450 in Undavelly Mandal along NH-44 road boundary and across the road under the jurisdiction of NHAI - Reg.

The proposed site for laying of Optical Fiber Cable is inspected and the following are noted:

- 1. The proposed laying of water supply line falls under AP- package.
- 2. The proposal meeting the requirements of MORTH.
- 3. The proposal submitted is examined and recommended for granting the permission.

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Yours faithfully

(P. Nageswara Rao) GM (T) & Project Director

Check List

Name of the Work: Laying underground OFC Telangana Fiber Grid Corporation Limited Project Telangana Fiber (A BBNL Project) for Government of Telangana

S.No	Item	Information/status	Remarks
1	General Information	Permission for laying of OFC across NH-44, Undavelly Mandal from chainage 189/530 to 194/450 on LHS, length for ROW applied is 5.020km (i.e.5020mtrs) including Road crossings (HDD) at 197/450 under the Jurisdiction of NHAI in the state of Telangana	
1,1	Name and Address of the Applicant/Agency	M/S Telangana Fiber Grid Coportaion Limited	
1.2	National Highway Number	NH-44	
1.3	State	Telangana	
1.4	Location	NH 44 Bangalore to Hyderabad Rd(Kurnool Rd)	1 road crossings
1.5	(Chainage in Km)	Along NH 44, 189/530 to 194/450 Road crossing (197/450)	
l.6	Length in Meters	A) along Road 4.920km(LHS) B)0.00km(RHS) C) Crossings 197/450 = each crossing meters (LX 100=100m) =5.020km	
1.7	Width of available ROW		
	Left side from center line towords increasing chainage / km Direction	30 M	
	Right side from center line towards chainage/km direction	30 M	
1.8	Proposal to lay OFC		
(a)	Left side from center line towards increasing chainage / km Direction	As per Drawing	
(b)	Right side from center line towards chainage/km direction	As per Drawing	
1.9	Proposal to acquire land	NO	
(a)	left side from center line	NA	
	Right side from center line	NA.	
.10	Whether proposal is in the same side where land is not to be acuired if not then where to lay the sable	Yes	

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1.1	Details of alredy laid services, if any, along the proposed route	YES (indicated in Drawing)	
1.12	Number of lanes(2/4 6/8 lanes) existing	2/4Lane	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 6/8 lanes)		
1.14	Service road existing or not if yes then which side	YES (indicated in Drawing)	
(a)	left side from center line	₫	
(b)	Right side from center line	le le	
1.15	Proposed Service Röad	NA	
(a)	Left side from center line	LILL	
(b)	Right side from center line		
1.16	Whether proposal to laying of OFC Cable is after the service road or between the service road carriageway	After the service Road	
.17	The permission for laying of OFC cable shall be considered for approval / rejection Ministry Circulars Mentioned as above	Approval	
(a)	Carrying of Sewage/gas pipelines on highway bridges shall not be permitted as Furmes / gases pipes accelerate the process of corrosion or ma explosions, thus, being much more injurious of water	NA	
b)	Carring of OFC on bridges shall discouraged. However, if the OFC seem to have no other viable alternative and the highway authority well in time before the bridge is finalized, they may be permitted to pipeline on independent superstructure, extended portions of piers and abutments in manner that in the final arrangement enough around the superstructure of the bridge for inspection and repairs, etc.	NA	



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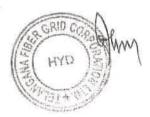
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(c)	Cost of required extension of the as, that of the suporting superstructure shall the agency-incharge of the utilities.	NA	
(d)	Services are not being allowed parapet/any part of the bridges. Safety of the bridge to be kept in view while permitting various bridge. Approvals are to be accorded in this the consurrence of the Ministry's Project Engineers only	May be approved	
1.18	If crossings of the road involved If Yes, it shall be either encased in pipes or strucure or conduits specially built for that expenses of the agency owning the line	Yes (encased with PLB 40mm Duct)	
(a)	Existing drainage structures shall not be allowed to carry the lines	No existing drainage system	
(b)	Is it on a line normal to NH	yes	
(c)	Crossings shall not be too near the existing structures on the National Highway, the distance being 15 meter. What is the distance from the existing structures	Yes. (25θm)	
(d)	The casing pipe (or conduit pipe in the case electric cable) carrying the utility line shall cast iron, or reinforced cement concrete adequate strength and be large enough to ready withdrawal of the carrier pipe/cable	Yes	
(e)	Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as path.	Yes	
(f)	(f) The Casing/conduit pipe should be extended from drain to drain in cuts and toe of slope in the fills.	Yes	
(g)	The top of the casing/conduit pipe should be atleast 1.2 meter below the surface of the Drain & atleast 0,3 m below the drain bottom	Yes	



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(h)	Crossing shall be Horizontal Boring method (HDD) specially where the existing road pavement cement concrete or dense bituminous	HDD- proposed existing road pavement is of DBM	
(i)	The casing/conduit pipe shall be installed throughout its length and in manner as to prevent the formation of a water way along it.	Yes	
2	Document/Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep x 0.3m wide)	HDD Method , Not Opentrench Method	
(i)	Should not be greater than 60 Cm wider than diameter of the pipe	Yes	
(ii)	Located as close to the extreme edge of the Right of way but not less than 15 meter from centre-lines of the nearest carriageway	Yes	
(iii)	Shall not be permitted to run along the Highways when the road formation is situated cutting. Nor shall these be laid over the bridges.	NA	
(iv)	These should be laid that their top is at 0.6 meter below the ground level so as not drainage of the road land.	NA	
2.2	Cross section showng the size of pit and location of cable for HDD method	YES (Enclosed)	
2.3	Strip plan/Route Plan showing OFC laying Chainage, Width of RoW, distance from the edge of ROW, important mile stone intersections, cross drainage work etc.	Strip plan (Enclosed)	
2.4	Methodology for laying of showing OFC	Yes	

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2,4,1	Open trenching method.(May be allowed in utility corridor only where pavement is neither nor dense bituminous concrete type. If yes of refilling of trench	HDD
(a)	The trench width should be at least 30 cm, more than 60cm wider than the outer pipe;	NA - HDD Method (not Open Trench)
(b)	For filling of the trench, Bedding shall be not less than 30cm. It shall consist of free of lumps, clods and cobbles and graded firm surface without sudden change in the Unsuitable soil and rock edged should be replaced by selected material	NA
(0)	The backfill shall be completed in two stages fill to the level of the top of the pipe and (ii) bottom of the road crust.	NA
(d)	The sidefill shall consit of granular material & sand layers each consolidated by mechanical and controlled addition of moisture to 95 % of Proctor"s Density. Overfill shall be compacted same density as the material that had been consolidation by saturation or ponding will not permited.	NA
(e)	(e) The road crust shall be built to the same the existing crust on either side of the trench be taken to avoid the formation of a dip at the	NA
(f)	(f) The excavation shall be protected by barricades, and red lights reflector during night.	NA
(g)	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line.	NA
	Horizontal Directional Drilling (HDD) Method.	HDD Method for crossing
	Laying of OFC through CD works and method of laying.	NA
(a)	(a) On approaches, OFC Cables carried along a line as close to the edge of way as possible, upto a distance of 30m from and subject to all other stipulations contained Ministry"s guidelines issued with etter No.NH fated 19.11.1976.	NA -

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3	Draft License Agreement signed by two witnesses.	Enclosed	
4	Performance Bank Guarantee in fabour of NHAI has to be obtained @ Rs250/- per running meter NH) and Rs12,55,000/- BG value of NH,of one year initially (extendable if required satifactory completion of work) as a ensuring/making good the excavated trench the cables/ducts by proper filling and clearing debris/loose earth produced due to of trenching at least 50m away from the right of way. No payment shall be payable NHAI to the licensee for clearing	Yes (undertaking is give that once the proposal is approved the BG will be furnished)	
4.1	Performance BG as per above is to be obtained.	Obtained	
4.2	Confirmation of BG has been obtained as per NHAI guidelines.	Yes	*
5	Affidavit / Undertaking from the Applicant for	NA	
5,1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned.	Yes Undertaking given	
5.2	Renewal of Bank Guarantee	if Required Will be renewed	
5,3	Confirming all standard condition of NHAI's guideline	Yes	
5.4	Shifting of OFC as and when required NHAI Whether won cost	No	
5.5	Shifting due to 6 lanning / widening of NH	Yes Undertaking given	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes Undertaking given	

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5.7	Traffic movement during laying of OFC to be Managed by the applicant	Yes Underfaking given	
5.8	If any claim is raised by the concessionaire then the same has to be paid by the applicant.	Yes Undertaking given	
5.9	Prior approval of the NHAI shall be obtained before Undertaking any work of installation, shifting alterations to the showing OFC cable in the National highway right-of-ways	Yes Undertaking given	
5.10	Expenditure, if any, incurred by NHAI for repairing anydamage caused to the National Highway by maintenance or shifting of the OFC be borne by the agency owning the line	Yes Undertaking given	
5.11	If the NHAI considers it necessary in future to move the utility line for any work of improvement or road, it will be carried out as desired by the cost of the agency owning the utility line within reasonable time (not exceeding 60 days) of the intimation given	Yes Undertaking gíven	
5.12	Certificate from the applicant in the following		
(i)	(i) Laying of OFC will nor deleterious effects on any of the bridge and roadway safety for traffic.	Yes Undertaking given	
(ii)	(ii) for 6- lanning "We do undertake that I will service road/approach road/utilities at my notwithstanding the permission granted with in as will be stipulated by NHAI" for future six any other development	Yes Undertaking given	
	Who will sign the agreement on behalf of OFC cable agency.	M/S Telangana Fiber Grid Corporation Limited	
7	Certificate from the Project Director		

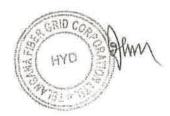
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7.1	Certificate for confirming of all standared condition issued vide Ministry Circular No.(58)/68 dated 31.1.1969, Ministry Circular No.P/66/76 DATED 18./19.11.1976, Ministry RW/NH-III/P/66/76dated 11.5.1982, Minister RW/NH-11037/1/86-DOI(ii) DATED 28.7.1993, Circular No.rw/nh-11037/1/86/DOI dated Ministry Circular No.RW/NH-34066/2/95/25.10.19999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 (yes/No).	YES	
7.2	Certificate from PD in the following format		
(i)	(i) "It is certified that the OFC within ROW will not affect the design, stability of the highway nor the likely future (Yes/No) Such as widening of the carriageway, curve etc."	YES	
(ii)	for 6 - lanning		
(a)	(a) Where feasibility is available "I do Certify that no hindrance to proposed six laning based feasibility report considering proposed said location"	yes:	
(b)	(b) In case feasibility report is not available " I that sufficient ROW is available at site for accommodating proposed six laning".	yes	
	If NH section proposed to be taken up by NHAI on BOT basis - clause is to be inserted in the agreement "The permitted Highway on which licensee has been granted the right to lay cable/duct has also been right of way to the concessionaire under the agreement	NA	5



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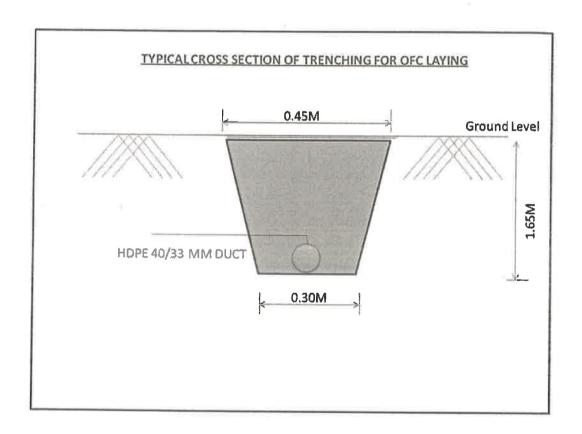
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9	Who will supervise the work of laying of OFC cable	(i) NHAI Supervision Consultant (ii) T.Fiber - DGM	
10	Who will ensure that defects in road portion after laying of OFC Cable are corrected and if not corrected then what action will be taken.	Senior Director-T, fiber - if the defects are not corrected NHAI will encash the amount from BG	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the concessionaire.	M/S Telangana Fiber Grid Corporation Limited, Telangana	
12	A certificate from PD that he will enter the proposed permission in the register of records of the prescribed proforma (copy enclosed)	Yes	
1:3	If any previous approval is accorded for laying of underground OFC cable then register of records of permissions accorded maintained by PD then copy be enclosed	Yes	

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PROJECT DIRECTOR
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PROJECT IMPLEMENTATION UNIT
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Methodology of Laying of OFC-Open Trenching & Trenchless (HDD) along NH 44

Trenching Method:

Laying of Optical Fiber Cable along the mentioned route will be done by conventional method/manual and Machine Trenching method. The dimension of the trench will be 165 cms in depth and 45 cms in width. The Cable laying work will be carried out in phased manner in such a way that after the HDPE / Protection ducts are laid for Optical Fiber Cable, the trench will be reinstated to its original surface.

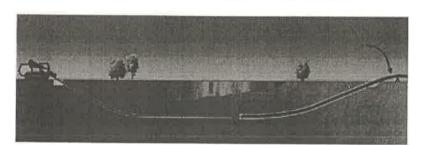
Trench Filling Method:

As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75 mm when compacted by ordinary power roller /plate compacter. Special Compaction equipment like plate compacter, frog hammer will be utilised besides ordinary power roller.

Trenchless Crossing: HDD Method

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drill rig that launches and places a drill string at a shallow angle to the surface and has tracking and steering capabilities. In recent years HDD has been the preferred methodology due to several government policies conducive to infrastructure growth.

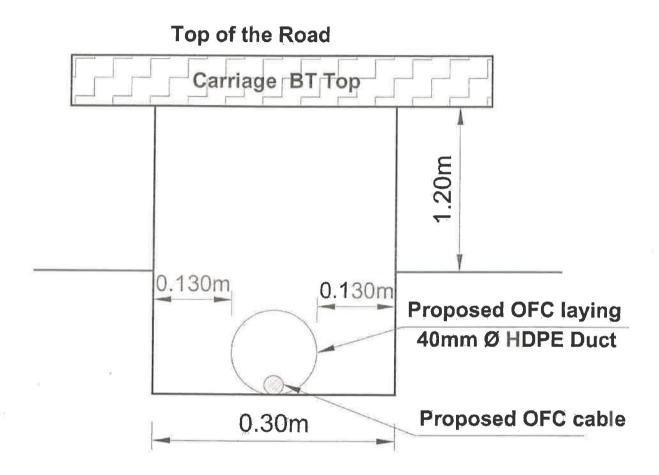
All crossing on the Route will be done by Horizontal Directional Drilling method without disturbing the road surface.



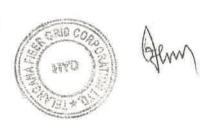
A Typical HDD Methodology is shown below:



Proposed OFC to be laid across the NHAI 44



Cross section view





1m X 1m CROSS SECTION HORIZONTAL DIRECTIONAL DRILLING (HDD) **40MMØ HDPE PIPE** PIT PLAN 1_m шĻ PIT 1m X 1m PLAN NG **CROSS SECTION PIT SECTION X-X** 150 m (TYP) 13 mþ.ľ NGL 1m X 1m GRID C

Proposal for Granting of Permission for laying of OFC cable NH- 44, Road in Undavally Mandal by M/s Telangana Fiber Grid corporation Limited between from chainage 189/530 to 197/450

AMOUNT	(in RS)	(in RS) (in RS) 45,16,560.0 55,080.0	(in RS) (in RS) 45,16,560.0 55,080.0	(in RS) (in RS) 45,16,560.0 55,080.0 3,600.0	(in RS) (in RS) 45,16,560.0 55,080.0 3,600.0 45,75,240.00	(in RS) 45,16,560.0 55,080.0 3,600.0 45,75,240.00 38,127.00
		040.0	040.0 040.0 800.0	2,040.0 2,040.0 1,800.0	2,040.0 2,040.0 1,800.0	2,040.0 2,040.0 1,800.0 10 X 12) 5X 12
(in RS)	1 700	1,700	1,700	1,700 1,700 1,500 TOTAL AMOUNT (RS)	1,700 1,700 1,500 OTAL AMOUNT (RS) 4575240.00 /(10 x 12)	1,700 1,700 1,500 OTAL AMOUNT (RS) 4575240.00 /(10 X 12 38127.00000 X 5X 12
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(Mitts)	4920	4920 / 60	4920 / 60	4920 60 60	4920 / 60 1	4920 / 60 1
		Crossing	Crossing Crossing	Crossing	Crossing	Crossing
10	194/450	194/450 150	194/450 150 f size 1*1 at	194/450 150 f size 1*1 at 0	194/450 150 f size 1*1 at 0	194/450 50 f size 1*1 at 0
FROM 189/530	- (((()()))	197/450	197/450 2 working pits of size 1*1 at crossing 197/450	197/4: 2 working pits of crossing 197/45(197/4: 2 working pits of crossing 197/45(2 working pits of crossing 197/45
Undavally		Undavally				
-		2	3 2	3 2	3 2	3 2

Bank Guarantee To LHS/RHS LENGTH 94/450 LHS 49 Crossing 6	05	194/450 197/450
	97/45	CHAINAC From 189/530 197/45





Toll-5ree No for Enquiries : **№** 1800 599 4788



REGISTRATION & STAMPS DEPARTMENT

Government of Telangana

Unit Rates - Locality Wise

District Name

: JOGULAMBA GADWAL

Mandal Name

: ALAMPUR

City/Town/Village

: ALAMPUR (P)

S.No.	Ward- Block	Locality	Land Value (Rs. per Sq.Yard)	Classification	Effective Date (dd/mm/yyyy)	Door No. Wise Details - Rates
1.	0 - 1	NIL	1,700	01 (Residential)	01/02/2022	Get
2.	0 - 2	NIL	1,700	01(Residential)	01/02/2022	Get
3.	0 - 3	NIL	1,700	01(Residential)	01/02/2022	Get
4.	0 - 4	NIL	1,700	01(Residential)	01/02/2022	Get
5.	0 - 5	NIL	1,700	01(Residential)	01/02/2022	Get
6.	0 - 6	NIL	1,700	01(Residential)	01/02/2022	Get
7.	0 - 7	NIL	1,700	01(Residential)	01/02/2022	Get
8.	0 - 8	NIL	1,700	01(Residential)	01/02/2022	Get

The information provided online is updated, and no physical visit is required. Copyright © All rights reserved with Registration & Stamps Dept, Government of Telangana

(H.O.: BANGALORE)

DPDO MASAB TANK - HYDERABAD

REF: NHAI/PIU-HYD/BG/2022/921

DT: 15/06/2022 Place:Hyderabad

To, The Project Director NHAI PIU - HYD.

हिस्सार ★ प.का.इ.. हेदराबादावाध-भा

Dear Sir,

Sub: Confirmation of Bank Guarantee (BG) issued by IDBI BANK LTD OF INDIA on 24.05.2022 for Rs. 12,45,000 /- issued to you on behalf of "M/S TELANGANA FIBER GRID CORPORATION OF INDIA." in favor of NHAI.

अभिना प्राधिकरण | National Highways Authorn

Ref: Your letter dated 08.06.2022

With reference to the subject, we confirm you that we have received a bank guarantee in our SFMS package, the detail of which are below:

Bank Name: IDBI BANK LTD OF INDIA

Beneficiary: NHAI

Bank guarantee number: 220133IBGP00122

Date of issue: 24.05.2022

Validity period of guarantee: 23.05.2023 Bank date for Lodgement of claim: 23.05.2024

Amount: Rs 12,45,000 /-(Rupees Twelve Lakhs Forty Five Thousand Only)

It is certified that this information is furnished without risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

कृते केमरा वैक For CANARA BANK

Jul

Sr Branch Manager, 1. 12 and Review (DP: 13051)
Canara Bansenlor Manager, DPDO Br, Hyd-500028

DPDO Masab Tank (13051)

10-1-127, PHONE No. 9440905039 (G) DPDO MASAB TANK BRANCH, 040 23436966 (ADV) HYDERABAD-500 028.

E-Mail :cb13051@canarabank.com

website: canarabank.com



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहने और राजमार्ग मंत्रालय, भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

परियोजना कार्यान्वयन इकाई - हैदराबाद

आवास मं : 25A & 28A, भारत का प्रसासनिक स्टाफ कॉलेज,कॉलेज पार्क कैपस, सहक सं : 3, बंजारा हिल्स, हैदराबाद - 500 034, तेलंगाना

PROJECT IMPLEMENTATION UNIT - HYDERABAD

Qtr.No. 25A & 28A, Administrative Staff College of India (ASCI), College Park Campus, Road No.3, Banjara Hills, Hyderabad 500 034, Telangana Land Mark : Near TV9 Bus Stop

टेली / Tele: 040-29550558 ईं-मेल / Email: hyd@nhal.org / nhaihyd@gmail.com

NHAI/PIU-HYD/BG/2022-23/921

Date: 08.06.2022

To, The Bank Manager Canara Bank Masab Tank Hyderabad.

Sub: NHAI-PIU-Hyderabad- Bank Guarantee issued on behalf of M/s. Telangana Fiber

Grid Corporation Ltd favor of National Highways Authority of India-

Confirmation of Bank Guarantee requested -reg.

Ref: BG.No.220133IBGP00122 Date: 24.05.2022.

Sir,

The details of Bank Guarantee issued on behalf of M/s. Telangana Fiber Grid Corporation Ltd in favor of NHAI by IDBI Bank Limited of India are as follows:

Sl.No	BG No. & Date	BG Amount (RS)	Valid up to
1	BG.No.220133IBGP00122 Date: 24.05.2022.	Rs.12,45,000/-	23.05.2023

It is requested to provide the confirmation of above Bank Guarantee.

Thanking You

Encl: Copy of Bank Guarantee

Yours faithfully

(P. Nageswara Rao)

GM (T) & Project Director

कारपोरेट कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075. वेबसाइट : http://www.nhai.org Corporate Office : G-5 & 6, Sector -10, Dwaraka, New Delhi - 110 075 Website : http://www.nhai.org





TELANGANA FIBER GRID CORPORATION LTD.

Lr.No.T-Fiber/Projects/ROW/1711

26.05.2022

To.

The Project Director, National Highways Authority of India, Project Implementation Unit c/o 25A & 28A, Staff Quarters Administrative Staff College of India (ASCI) College park campus Hyderabad-500057.



Dear Sir/Madam,

Sub: Telangana Fiber Grid Corporation Ltd-Proposal for laying of OFC -NHAI, PIU-HYD- Design, Construction, Development, Finance, Operation and Maintenance of Km.135,469 (end of Kothakota Bypass) to Km.211.000 (Kurnool) on NH-44 (old NH-7) in the State of Andhra Pradesh on BOT (Annuity) basis - Contract Package No.NS-2/BOT/AP-5 · Permission for laying of Optical Fiber Cable for T-Fibre from Km. 189.530 to Km. 197.450 in Undavelly Mandal along NH-44 road boundary and across the road under the jurisdiction of NHAI - Submission of original BG & License Fee - Request for acknowledgement-

Ref: 1) MORT&H guideline RW/NH-33044/29/2015/S&R(R), Dated: 22.11.2016

2) T-Fiber-Lr.No-T-Fiber/Projects/ROW/1386,Dated:29.03.2022

3) NHAI-Letter.No.NHAI/PIU-HYD/NH-44/AP-5/T-Fiber/2022/535, Dated:29.03.2022

We invite your kind attention to the subject and references cited above, wherein NHAI Hyderabad has sent a letter to T-Fiber to arrange to pay the License Fee and Bank Guarantee for issuing the ROW permission under NHAI Hyderabad jurisdiction.

We are herewith enclosing the Original Bank Guarantee and License fee receipt (paid in

1)Bank Guarantee Details :

- a) Bank Guarantee No. 220133IBGP00122
- b) Bank Name: IDBI BANK, Hyderabad
- c) BG period: 24-05-2022 to 23-05-2023
- d) BG amount : Rs. 12,45,000/-
- 2) License Fee Details:
 - a)Transaction Ref.No. 0705220007269
 - b) Payment Dt. 16th May 2022
 - c) License fee amount: Rs.7,54,915/-

We request you to kindly arrange to grant ROW permissions to T-Fiber at the earliest.

Thanking You,

Encl: Original BG & Licence Fee Copy Enclosed

Yours \$incerely,

Senior Director



2201331BGP 00122

Branch:-D.NO.5-9-89/1, CHAPEL ROAD, P.B.NO.370 HYDERABAD-SCB 500001

To THE CHAIRMAN, NATIONAL HIGHWAYS AUTHORITY OF INDIA G-5 & 6, SECTOR-10 DWARAKA NEW DELHI 110075 INDIA

Dear Sir/Madam,

Bank Guarantee No: 220133IBGPO0122 Amount INR Guarantee Cover From 24-05-2022 To 23-05-2023 1245000.00 Last date for Lodgement of Claim 23-05-2024
This deed of guarantee executed by IDBI Bank Ltd., a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act. 1949, having its Registered office and Head Office at IDBI Tower, WTC Complex, Cuffe parade, Mumbai 400005, and among other places a branch at D.NO.5-9-89/1, CHAPEL ROAD, P.B.NO.370 HYDERABAD-SCB 500001
THE CHAIRMAN, NATIONAL, HIGHWAYS AUTHORITY OF INDIA, G-5 & 6, SECTOR-10 Last date for Lodgement of Claim 1956 and deemed to be be a having THE CHAIRMAN, NATIONAL, HIGHWAYS AUTHORITY OF INDIA, G-5 & 6, SECTOR-10
DWRAKA, NEW DELHI 110075, INDIA
(hereinafter referred to as 'the Beneficiary/
(hereinafter referred to as 'the Beneficiary/
(INR Twelve Lakh Forty Five Thousand only)
at the request of TELANGANA FIBER GRID CORPORATION LIMITED
(Hereinafter referred to as 'the Contractor(s)/
of the bank under this Guarantee is limited to the condition that the liability
(INR Twelve Lakh Forty Five Thousand only) of the bank under this Guarantee is limited to maximum of INR 1245000.00 (INR Twelve Lakh Forty Five Thousand only) and the Guarantee shall remain in full force up to 23-05-2023 (expiry date) and can not be invoked otherwise than by a written demand under this Guarantee served on the Bank on or before the 23-05-2024 (last claim date) The beneficiary in its own interest is advised to seek a confirmation of the issuance of this Guarantee from the controlling office/Head Office.

Bank Guarantee confirmation may be obtained online or through post, as under:

Login to https://bgcon.idbibank.co.in (faster mode) or, alternatively a) b) By sending letter over post to the below address:

IDBI Bank Limited,

Centralised Swift Cell,

IDBI Building, Plot No. 39-41, Ground Floor
Sector 11, CBD Belapur,
Navi Mumbai Pin: 400614

This Guarantee consists of 3 pages including this page.

Authorised Signatory

कृते आई.डी.बी.आई. बिक. विस्ति TOR IDBI BANK LTD.

बी. पार महात/B. VARA PRASAD ह Ang. एश./EIN - 114110 प्रशंका हि.एश./Manager-T.F. भाषानाडीह, हेदशमाद/Chapel Road, Flyd.



Page 1

Authorised Signatory

कृते आई.धे.धी.आई. बैंक लि./For IDEI BANK LTD. gold play of / SUNIL MOHAN Q. E. Sal for / EH-123401 Union that Par / Manager-Tr Union the Europe / Chapel Road, Hyd.

AIGINI PERCE STIME TOWN Sold To/Issued To For Phom/ID Proof

0000500/-

PERFORMANCE BANK GUARANTEE

Bank Guarantee No.: 220133IBGP00122 Bank Guarantee Amount: Rs. 12, 45,000/-Effective From: 24-05-2022 to 23-05-2023 Last Date for Lodgment of Claim: 23-05-2024

To The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi -110 075 India

Phone No.

IDBI Bank Umited,

TELANGANA

Gopal Singh

IDBI Bank Ltd

D.No.5-9-89/1, Chapel Road, P.B.No.370 Hyderabad Main Branch, Hyderabad -500001

WHEREAS TELANGANA FIBER GRID CORPORATION LTD (T-FIBER) (hereinafter called "the licensee") has undertaken in pursuance of Highway Administrator Letter Number NHAI/PIU-HYD/NH-44/AP-5/T-Fiber/2022/535, Dated 29.03.2022 to execute Laying of Optical Fiber Cable for T-FIBER Project on terms and conditions setforth in (hereinafter called the "the Work/Contract").

AND WHEREAS it has been stipulated by you in the said Work/Contract that the Licensee shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Work/ Contract;

AND WHEREAS we have agreed to give the Licensee such a Bank Guarantee;

NOW THEREOF we hereby affirm that we IDBI Bank Limited, a Bank registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of Companies Act, 2013, bearing CIN-L65190MII2004G0I148838 and a "Banking Company" within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005 and having its office at IDBI Bank Ltd, Trade Finance Department, Specialized Corporate Branch, D.No.5-9-89/1 and 2, Chapel Road ,Hyderabad -500 001, in the State of Telangana (hereinafter referred to as "the Bank" or "IDBI Bank Ltd" or "the Guarantor") are the Guarantor and responsible to you, on behalf of the Licensee upto a total of Rs.12,45,000/- (Rupees Twelve Lakhs Forty Five Thousand Only) such sum being payable, and we undertake to pay 30th upon your first written demand received on or before 23,05,-2024 and without cavil or argument, any sum or sums within the limits of Rs.12,45,000/- (Rupees Twelve Lakhs Forty Five Thousand Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

कृते आहे. ही. बी.अहर्त. विक हिंती. (For IDB! BANK LTD.

E. Siz um./EIN - 114116 facio fe um./Manager/T.F. de, Seciona/Chapel Fload, Flyd.

रूत आई.डी.ची.आई, अंकि लि./For IDBI BANK LTD. सुनीत नोटम मी-LBUHIL MOHAN G. इ.अइ.सम्. / EIN-123491 प्रवेशकार्यनाम वित्त / Managor-TF पत्र रोड, हिन्दावाद / Chapol Road, Flyd.

William .

Bank Guarantee No.: 220133IBGP00122

Date: 24-05-2022

We hereby waive the necessity of your demanding the said debt from the Licensee before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Work/Contract or of the services to be performed there under or of any of the Work/Contract documents which may be made between you and the Licensee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Licensee or of the Bank.

"This guarantee shall be operatable at our IDBI Bank Ltd, Trade Finance Department, Specialized Corporate Branch, D.No.5-9-89/1 and 2, Chapel Road ,Hyderabad –500 001,from whom, confirmation regarding the issuance of this guarantee or extension / renewal there of shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation. However any claim under the said guarantee to be received at our counters before the claim expiry ie., 23-05-2024 and our liability under this guarantee is restricted Rs.12,45,000/- (Rupees Twelve Lakhs Forty Five Thousand Only) The guarantor/ bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI detailed as under:

Particulars	Details		
Name of Beneficiary	National Highways Authority of India		
Name of the Bank	Canara Bank		
Account No.	0798201001991		
IFSC code,	CNRB0013051		

Notwithstanding anything to the contrary contained herein:

- a) Our liability under this Guarantee shall not exceed Rs.12,45,000/- (Rupees Twelve Lakhs Forty Five Thousand Only)
- b) This Bank Guarantee shall remain valid up to 23-05-2023.
- c) We are liable to pay up to the guarantee amount or any part thereof under this bank guarantee only and only if we receive from you a written claim or demand not later than 23-05+2024. All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than 23-05-2024 at our counters i.e., IDBI Bank Ltd, Trade Finance Department, Specialized Corporate Branch, D.No.5-9-89/1 and 2, Chapel Road, Hyderabad -500 001

कृते आई.डी.बी.आई.जिंक. स्त./For IDBI BANK LTD.

all, and visite/B. VARA PRASAD V. M. Va. /EIN - 114110 Halfar F. va. /Managar-T.F. SOPREM VI

कृते आई.डी.बी.आई. बैंक लि./For ID है। BANK LTD.

S-AUG-USE / EIN-123491 Universe marin for / Mensuger-TF UNIVER 21st, Barraya / Chepel Road, Hyd. 7-4-5-6-20



bharatkosh.gov.jn Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 0705220007269

Dated: May 16 2022 11:05PM

Received from M/S. TELANGANA FIBER GRID CORPORATION LIMITED

with Transaction Ref.No.0705220007269

Dated May 16 2022 11:05PM the sum of INR 754915 (Seven Lakhs Fifty-Four Thousand Nine Hundred Fifteen Only) through Internet based Online payment in the account of

License fee for laying of utility services, , NHAI/PIU-HYD/NH-44/AP-5/T-Fiber/2022/535; dated: 29.03.2022.

Disclaimer:- This is a system generated electronic receipt, hence no physical signature

is required for the purpose of authentication

Printed On: 18-05-2022 02:49:17

Courtesy :- Controller General of Accounts

INDEMINITY BOND

Srinivas jukuri Age 51 years working as M/S Telangana Fiber Grid Corporation Limited. (BBNL Project) for Government of Telangana is hereby given the following undertaking to the NHAI in connection with the permission for the laying of OFC provide high speed internet connectivity up to Gram Panchayat hereby do undertake in Reference to our ROW Application for the route NH-44, Undavelly from chainage 189/530 to 194/450 on LHS, length for ROW applied is 5.020km (i.e.5020mtrs) including Road crossings (HDD) at 197/450 under the Jurisdiction of NHAI in the state of Telangana.

- 1) Not to damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned.
- 2) Renewal of bank guarantee for the further period if the work contemplated is not completed to the satisfaction of authority.
- 3) Confirming all standard condition of guidelines issued by ministry of road transport & Highways/NHAI vide ministry circle no. NH -41.58/68 Dated 31.01.1969, Ministry circle no NH-III/P/66/76 dated 19.11.1976, Ministry Circle No:RW/NH/P/66/76 Dt.11.5.1982, Ministry circle no. RW/NH -11037/1/86 DOI (ii) dated 28.07.1993 ministry circle no. RW/NH 11037/1/86 DOI dated 19.01.1995

 Ministry circle no: RW/NH -34066/2/95dated 25.10.1999 and Ministry circle No. RW/NH -34066/7/2003 S & R (B) dated 17.09.2003, Ministry circle No: RW/NH -33044/27/2005/S & R (PT.) dated 06.08.2013
- 4) Shifting of OFC cable as and when required by NHAI at our own cost.



- 5) Shifting due to 6 lanning /Widening of NH 44.
- 6) Indemnity against all damages and claims.
- 7) Traffic movement during laying of OFC cable to be managed by the applicant
- 8) If any claim is raised by the concessionaire then use same has to be paid by us.
- 9) Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting repairs or alteration to the showing OFC cable in the national highway right of ways.
- 10) Expenditure if any incurred by NHAI for repairing any damage caused to the NH by the laying maintenance or shifting of the OFC cable will be borne by us.
- 11) If NHAI Considers it necessary in future to move the utility line for any work of improvement or repairs to the road it will be carried out as desired by the NHAI at the cost us within reasonable time (not exceeding 60 days) of the intimation given.
- 12) Laying of OFC cable will not have any deleterious effects on any of the bridge/culvert/underpasses components and road ways safety for traffic.
- 13) For 6 lanning we do undertake that we will relocate our OFC line on service road/approach road at our own cost not withstanding the permission granted within as will be stipulated by NHAI for future six lanning or any other development.
- 14) Performance bank guarantee for an amount Rs 12.55Lakhs in favour of NHAI will be furnished once the proposal is approved.

M/S Telangana Fiber Grid Corporation Limited.

GRID

Authorized Signatory

UNDERTAKING

- I, M/S Telangana Fiber Grid Corporation Limited. (BBNL Project) for Government of Telangana do hereby certify that
 - 1) Laying of OFC will not have any deleterious effects on any of the bridge components and road way safety for traffic.
 - 2) For four lanning "we do undertake that I will relocate service road/approach road/utilities any my own cost not withstanding the permission granted with in such time as will be stipulated by NHAI for further six lanning or any other development."
 - 3) Not to damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency
 - 4) Renewal of bank guarantee.
 - 5) Confirming all standard condition of NHAI's guidelines.



- 6) Shifting to OFC Cable as and when required by NHAI at our (public Health department) Own cost shifting due to 6 Lanning / Widening of NH44
- 7) Indemnity against all damages and claims clause (xxiv)
- 8) Traffic movement during laying of OFC Cable to be managed by the applicant.
- 9) If any claim is raised by the concessionaire then the same has to paid by the applicant.
- 10) Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, of alternation to the showing OFC Cable located the national Highway right of ways.
- 11) Expenditure, if any incurred by NHAI for repairing any damage cause to the National Highway by the laying maintenance or shifting of the OFC Cable line located the will be borne by the agency owning the line.
- 12) If the NHAI consider it necessary in future to move the utility line for any work of improvement or repairs of the road, it will be carried out as desired by the NHAI or the cost of the agency owning the utility lie with in a reasonable time (not exceeding 60 days) of the intimation given.

M/S Telangana Fiber Grid Corporation Limited.

Authorized Signatory

SVILMO 02/2005

N.NO.6-3-392,R.LINO
HEHIND PUNISGUITA POLICE STATION
HYDERABAD
LICENCE NO. 12/2006

IN DIA

NON JUDICAL
STENNE DUTY

TELANGANA

Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R® Dtd.22/11/2016

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay Telecom Cables/Duct/Optical Fiber along the road NHAI-44,Undavelly (Hyderabad to Bangalore Highway) from 189/530 to 194/450 on LHS.Section length for ROW applied 5.035kms (i.e.4935mrts+100mtrs=5035mtrs) including road crossings at 197/450 under the Jurisdiction of NHAI in the state of Telangana.

This Agreement made this			year between
National Highway Authority of Inc			
(hereinafter referred to as the "Aut	hority" which expression sh	nall unless exclude	d by or repugnant to the
context, include his successors in	office and assigns) on t	he one part and	"Telangana Fiber Grid
Corporation Limited" (T-Fiber) (A BBNL Project) for Gove	ernment of Telang	ana referred as Project
Telangana Fiber, which expression successors/administrator assignees		by repugnant to	the context, include his

Whereas the authority is responsible, inter-alia for development and maintenance of lands in along road NHAI-44, Undavelly (Hyderabad to Bangalore Highway) from 189/530 to 194/450 on RHS. Section length for ROW applied 5.035kms (i.e. 4935mrts + 100mtrs = 5035mtrs) including road crossings at 197/450 under the Jurisdiction of NHAI in the state of Telangana.



whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and conditions hereinafter mentioned.

Now this agreement witnessed tat in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- 1. 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.
- 2. 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 fulfillment 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.
- 3. 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.
- 4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee 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 deposition of fee shall attract interest @15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.

- 8. 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 utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/ conduit pipe should, as minimum, extend from drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted



to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. 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 50 m away from the edge of the right of way;
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, 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 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 forfeiture of the Bank Guarantee.
- 20. 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;
- 21. The Licensee shall shift the utility services 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 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.
- 22. 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.
- 23. 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.

- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. 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 utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either 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/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.
- 26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. 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.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/ property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.

- 35. 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 for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services 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. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. operation, repair and maintenance guidelines given by the manufacturers,
 - b. the requirements of Law,
 - c. the physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.



- 43. 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
- 44. NHAI/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This Agreement has been made in duplicate, each on Stamp Paper. Each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

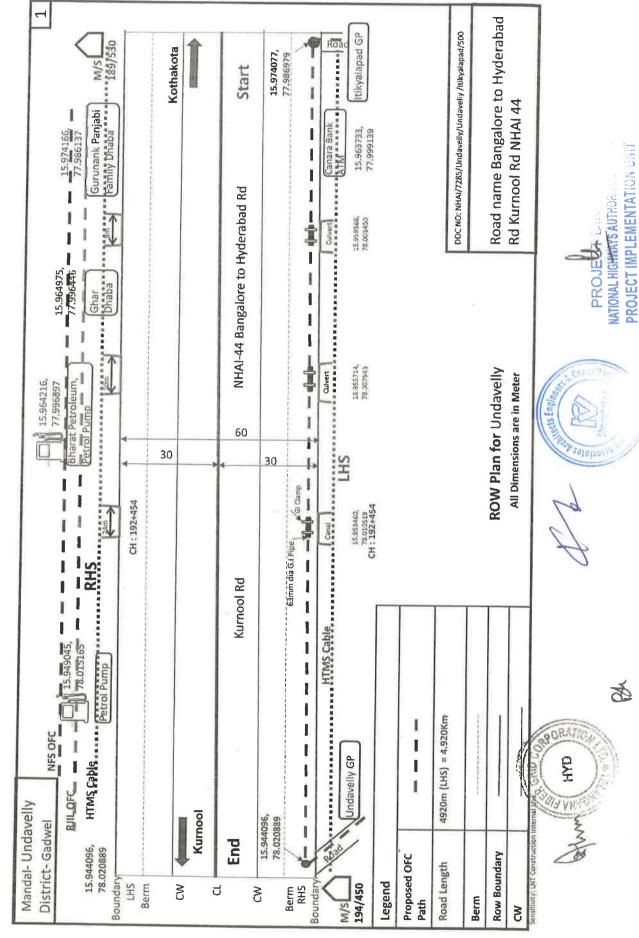
SIGN, SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY

By Shri	
(Signature, Name and Address with Stamp)	
By Shri	
(Signature, Name and Address with Stamp)	
SIGNED ON BEHALF OF M/S Telangana Grid Corporation Limited.	
HOLDER OF GENERAL POWER OF ATTORNY DATEDEXE ACCORDANCE WITH THE RESOLUTION NODATEDPASS BOARD OF DIRECTORS IN THE MEETING HELD ON	ECUTED IN ED BY THE

IN THE PRESENCE OF (WITNESSES):

1.

2.



HYDERABAD - 500 034.

