



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport and Highways, Government of India)
परियोजना कार्यान्वयन इकाई - चेंगलपट्टु Project Implementation Unit - Chengalpattu
No. 41/8A, 2/285, वेलच्चेरि - तांबरम मेडन रोड, संतोषपुरम, मेडवाक्कम, चेंगलपट्टु जिला, तमिलनाडु - 600 073
No. 41/8A, 2/285, Velachery - Tambaram Main Road, Sathosapuram,
Medavakkam, Chennai, Chengalpattu District, Tamil Nadu - 600 073.
दूरभाष/Phone : 91-44-2278 0159 ई-मेल/E-mail : piuchengalpattu@nhai.org



NHAI/11020/15/2024/PIU.CPT/0757

16th April 2024

Invitation of Public Comments

Sub: NHAI, PIU-Chengalpattu- Mamallapuram to Puducherry section of NH-332A from Km.0/000 to 108/047 in the state of Tamil Nadu - Permission to lay underground Optical Fiber Cable (OFC) on NH - 332A Road (Existing Chainage) Across at Km. 131/260 & NH 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 - Reg.

The subject proposal is requesting permission for laying of underground Optical Fiber (OFC) in the NHAI road crossing by trenchless HDD method at (Across at Km. 131/260 (Existing Chainage) & Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 (Design Chainage) of Mamallapuram to Puducherry section of NH-332A in the State of Tamil Nadu by M/s. Tamilnadu Fibernet Corporation Limited (M/s.TANFINET). The details are as hereunder:

I. Across the Highway:

S.No	Chainage	Length in Mtr	Remarks
1	Km. 131/260	30	Existing Chainage
2	Km. 62/100	60	
3	Km. 62/200	60	
4	Km. 63/700	60	
5	Km. 63/840	60	
6	Km. 65/410	60	
7	Km. 65/700	60	
8	Km. 70/850	60	
9	Km. 72/650	60	

National Highways Authority of India

2. M/s. Tamilnadu Fibernet Corporation Limited (M/s.TANFINET) has furnished an undertaking to shift the utility at their own cost if required by the Department in case of widening of the road (or) any other purpose within such time as will be stipulated by the NHAI. Further, the applicant has furnished the undertaking for the payment of rent/fee as mentioned in the Ministry's Circular No. RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 as when asked by NHAI.

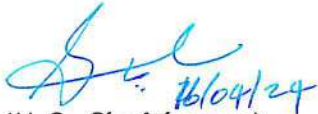
3. As per the guidelines issued by the Ministry vide letter No. RW/NH-33044/29/2015-S&R(R) dated 22.11.2016, the proposal submitted by M/s. Tamilnadu Fibernet Corporation Limited (M/s.TANFINET) will be made available for 30 days seeking Public Comments/Objections and shall be furnished within 30 days from the day of closure of public objections.

In view of the above, comments of the public on the above proposal are invited and may be sent to the below mentioned address:

The Project Director
Project Implementation Unit-Chengalpattu
National Highways Authority of India
(Ministry of Road, Transport & Highways)
No. 41/8A, 2/285, Second Floor,
Velachery-Tambaram Main Road,
Santhosapuram, Medavakkam,
Chengalpattu District, Tamil Nadu.
Pin Code - 600 073

Encl: Layout

Yours faithfully,



(M.S. Chaithanya)

Project Director

PIU Chengalpattu

Copy to:

1. NHAI website
2. The NIC, New Delhi - for uploading in the Ministry's website.
3. Regional Officer, NHAI, Chennai - for kind information

OPTICAL FIBRE CABLE ROUTE DIAGRAM

SECTION

(Mamallapuram - Puducherry Section)
Old NH - 332A Road (Existing Chainage)
Across at Km. 131/260 &
New NH - 332A Road (Design Chainage)
Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 ,
Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650
Total Length 510 Meters

APPLICANT:

M/s. TAMILNADU FIBRENET CORPORATION LIMITED,
No. 807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai,
Anna Salai, Chennai - 600 002,
Tamilnadu State.

The Project Director
National Highway Authority of India
Chengalpattu.

Date:

From
M/s. Tamilnadu Fibernet Corporation Limited,
No. 807, 5th Floor, P.T.LeeChengalvarayaNaicker Maaligai,
Anna Salai, Chennai - 600 002,
Tamilnadu State,

To
The Project Director,
National Highway authority of India,
Chengalpattu,
Tamilnadu.

Through Proper Channel

Sir,

Sub: Request for permission to lay underground Optical Fiber Cable (OFC) on Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) in the state of Tamil Nadu, National Highways, Chengalpattu.

We M/s. Tamilnadu Fibernet Corporation Limited are a premium Internet service provider holding a category "A" License, National Long Distance License and telecommunication, Government of India, offering wireless broadband and other value added services throughout India.

Currently M/s. Tamilnadu Fibernet Corporation Limited is gearing for expansion of its service strength in Tamilnadu. In this regard we propose to lay Optical Fiber Cable for a length of 510 meters of Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) in the state of Tamil Nadu, National Highways, Chengalpattu, the copy of D.O.T along with location drawings in triplicate enclosed.

We kindly request your good self to give us permission to lay OFC, covering a length of 510 meters as per the drawing enclosed. We will do the trenching as per the guidelines and remit the applicable charges on receipt of your demand note. We assure you that utmost care will be taken while laying our duct, of cable and the road surfaces will be restored immediately as specified by the National Highways.

Thanking you,
Yours truly,
For M/s. Tamilnadu Fibernet Corporation Limited,


DRO / General Manager (Projects 2)
Tamilnadu Fibernet Corporation Limited
Chennai-02.

INWARD	
PIU - Chengalpattu	
Date:	30/3/24
Dy.No.	303
PD	4
DM-T	
LAO	
P.KAR (S.E)	
P.VR (S.E)	
P.RS (S.E)	
V.KUM (S.E)	/
M.ASH (S.E)	/
A/c.	
YHE	

Bank guarantee to be collected for Laying of Optical Fiber Cable on Old NH – 332A Road (Existing Chainage) Across at Km. 131/260 & New NH – 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram – Puducherry Section) in the state of Tamil Nadu, National Highways.

Cost of Restoration Charges Across the Road @ Rs. 1,00,000/- (9Nos x Rs.1,00,000/-) per crossing	Rs.9,00,000/-
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Bank guarantee Charges	Rs.9,00,000/-
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**CHECK LIST FOR GETTING APPROVAL FOR LAYING OF
OPTICAL FIBRE CABLES ON NH LAND**

Permission for laying of Optical Fiber Cable (OFC) in Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/350, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) by using HDD method.

S. No.	Item	Information/ Status	Remarks
1.0	General Information		
1.1	Name and address of the Applicant	M/s. TAMILNADU FIBERNET CORPORATION LIMITED , No. 807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State	
1.2	National Highway Number	NH - 332A (Mamallapuram - Puducherry Section)	
1.3	State	Tamilnadu	
1.4	Location	NH - 332A (Mamallapuram - Puducherry Section)	
1.5	Chainage in Km.	Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650	
1.6	Length in meters	510 Mts	
1.7	Width of available ROW		
	a) Left side center line towards increasing chainage / km direction	Maximum:30.00 Mts Minimum:15.00 Mts	
	b) Right side center line towards increasing chainage / km direction	Maximum:30.00 Mts Minimum:15.00 Mts	
1.8	Proposals to lay the cable		
	a) Left side from the center line of main carriageway	Across the road	
	b) Right side from the center line of main carriageway	Across the road	
1.9	Proposal to acquire land		
	a) Left side from Center line	Nil	

	b) Right side Center line		
1.10	Whether proposal is in the same side where land is not to be acquired	No	
	If not then where to lay the cable	The OFC cable shall be laid at the extreme end of ROW.	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/4/6/8 lanes) existing	2 lane	
1.13	Proposed number of lanes (2 lane with paved shoulders /4/6/8 lanes)	4 lane with Service road	
1.14	Services Road existing or not	Not	
	If yes, then which side		
	a) Left side from center line	--	
	b) Right side from center line	--	
1.15	Proposed Service road	Yes	
	a) Left side from center line	Shown in diagram	
	b) Right side from center line	Shown in diagram	
1.16	Whether proposal to lay cable is after the service road or between the service road and main carriageway	After the service road along utility corridor at ROW edge.	
1.17	The Permission for laying OFC shall be considered for approval /	Considered for approval based on the Ministries circular.	
	i)Whether the ROW is more than 45mts then the duct cable shall be laid at the edge of right of way within the utility corridor 2m width, duly keeping in view the future widening.	Yes	
	ii)Where the land is yet to be acquired for 4laning and the		
	iii)where the widening plan for 4-laning is not yet decided and available ROW is around 30m or less, a judicious decision would need be taken for permitting the laying of cable/duct. This could be within 1.5m to 2.0m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.	Yes	

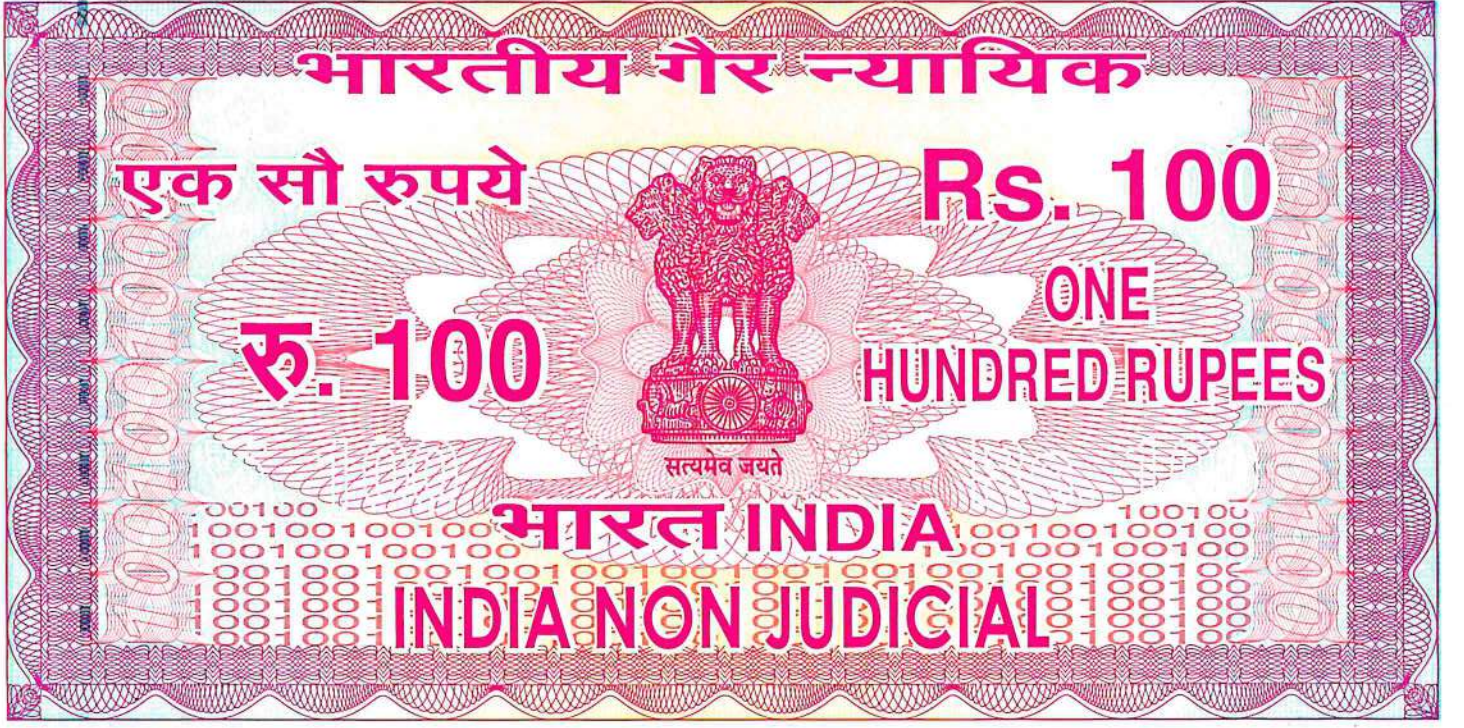
	iv) Where the ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain.	Yes	
1.18	No. of applicants on the same	First	
1.19	Whether the case of multiple licenses	Single license	
1.20	If so furnish a joint implementation program to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossing of the road involved, if yes it shall only be through trenchless technology	No	
2.0	Document / Drawings enclosed with the proposals	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.65m deep x 0.5m wide) Should not be greater than 1.2m in width in multiple cable for HDD method.	Yes	
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes	
2.3	Strip plan/Route plan showing the OFC, Chainage, width of ROW, distance of proposed, cable form the edge of ROW, important mile stone, intersection, cross drainage works etc.	Yes, Shown in the Diagram	
2.4	Methodology for laying of OFC	HDD Method	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	No	
2.4.2	Horizontal Direction Drilling (HDD) method	Yes	
2.4.3	Laying of OFC through CD works	NA	
3.0	Draft License Agreement signed by two witnesses	Yes	
4.0	Performance Bank Guarantee	Would be obtained after approval of the proposals	

4.1	Performance BG as per Ministry's circularno.RW/NH/33044/29/2015/S &R(R) (Pt.) dated 22.11.2016 to be obtained @ Rs.100/- per meter length	Applicable at later date	
4.2	Confirmation of BG has been obtained as per NHAH guidelines	BG shall be submitted as per NHAH Guidelines	
5.0	Affidavit/Undertaking from the applicant for	Yes	
5.1	Not to damage to other utility, if damaged then to pay the losses either to NHAH or to the concerned agency	Yes ; Enclosed	
5.2	Renewal of Bank Guarantee	Yes, will be obtain after submission of BG.	
5.3	Conforming all standard condition of NHAH's guidelines	Yes ; Enclosed	
5.5	Shifting due to 4laning / widening of NH	Yes ; Enclosed	
5.6	Indemnity against all damages and claims as per clause (xxiv)	Yes ; Enclosed	
6.0	Power of Attorney in favor of authorized signatory	Yes ; Enclosed	
7.0	Copy of DOT license	Yes ; Enclosed	
8.0	Certificate from the Project Director	Yes	
8.1	Certificate for conforming of all standard conditions vide Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAH's guidelines issued vide no.NHAH/OEC/2k/Vol.II dated 07.11.2000 and Ministry's circular no.RW/NH-33044/27/2000-S&R@ dated 21.03.2006 and Ministry's Guidelines Lr. No. RW/NH-33044/27/2005-S&R (R) dated 21.09.2010 and Ministry's circularno.RW/NH/33044/27/2005/S &R(R) (Pt.) dated 06.08.2013& RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016	Yes	

8.2	<p>Certificate for Four -laning</p> <p>a) Where feasibility is available "I do certify that there will be no hindrance to proposed Four -laning based on the feasibility report considering proposed structures at the said location".</p> <p>b) In case feasibility report is not available" I do certify that sufficient ROW is available at site for accommodating proposed Four -laning".</p>	Yes ; Enclosed	
9.0	The agreement fee of Rs.1 shall be charged.	Yes	
10.0	<p>If NH section proposed to be taken up by NHAI on BOT basis-a clause in para 17 to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right of way to the concessionaire under the concession agreement for up-gradation of Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) on build, Operate and Transfer basis and therefore the licensee shall honour the same.</p>	N.A	
11	Who will supervise the work of laying of OFC	M/S. Tamilnadu Fibernet Corporation Limited	
12	Who will ensure that the defect in road portion after laying of OFC area be rectified and if not rectified then what action will be taken.	<p>M/s. TAMILNADU FIBERNET CORPORATION LIMITED , No. 807, 5th Floor, P.T.Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State</p>	
13	Who will pay the claims for damages done/disruption in working of concessionaire, if asked by the	<p>M/s. TAMILNADU FIBERNET CORPORATION LIMITED , No. 807, 5th Floor, P.T.Lee</p>	

	concessionaire.	Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State	
14	A certificate from PD that he will enter the proposed permission in the register of record of the permissions in the prescribed proforma (copy enclosed) issued by the ministry circular no. RW/NH/33044/17/2000/S&R, dated 23.07.2003, 06.08.2013 & RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016.	Enclosed	
15	If any previous approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (per Ministry circular no. RW/NH/33044/17/2000/S&R, dated 23.07.2003 & 06.08.2013) & RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016 as referred in para 13 above is enclosed or not	Yes	

THE PROJECT DIRECTOR
CHENGALPATTU.



தமிழ்நாடு தமில்நாடு TAMILNADU 13/03/2024

DT 740236

Tamilnadu Fibernet Corporation
Limited, Chennai.

U. பிள்ளைவேலு
முத்திரைத்தாள் விநியோகியாளர்
உரிமம் எண் : 33/2008/ந-ஒராடு.

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

Agreement to lay Telecom / OFC cable /electrical cable / pipe line/ ducts etc in Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu.

This Agreement made this _____ day of _____(month)_____of (year) between ____ acting in his executive capacity through_____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, an M/s. TAMILNADU FIBERNET CORPORATION LIMITED, No. 807, 5th FLOOR, P.T.LEE CHENGALVARAYA NAICKER MAALIGAI, ANNA SALAI, CHENNAI - 600 002, TAMILNADU STATE, a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
Chennai-02.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu.

Whereas the Licensee Proposes to lay Telecom cable/OFC cable/electrical cable/Pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840 , Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu.

And 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 witnesseth that 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 permissions 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 fulfilment of technical requirements shall be final and Binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
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.


DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
Chennai-02.

4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The Licensee 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 a 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 to drain in cuts and toe

of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.

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 least 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 30cm. but not more than 60cms 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.
 - i. Bedding shall be to a depth not less than 30cm. 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.
 - ii. 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.
 - iii. 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 has been removed. Consolidation by saturation or ponding will not be permitted.
 - iv. 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 50m 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


DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
Chennai-02.

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. Per route metre /Rs per sq m 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 any services etc. in case of 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.


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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 Licensee 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 authorised 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 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/and/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 authorised 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 cancellations nor 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:
- Operation, repair and maintenance guidelines given by the manufacturers.
 - The requirements of Law.
 - The physical conditions at the Site, and
 - 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 condition 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/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 a 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.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____
(Signature, Name & address with stamp)

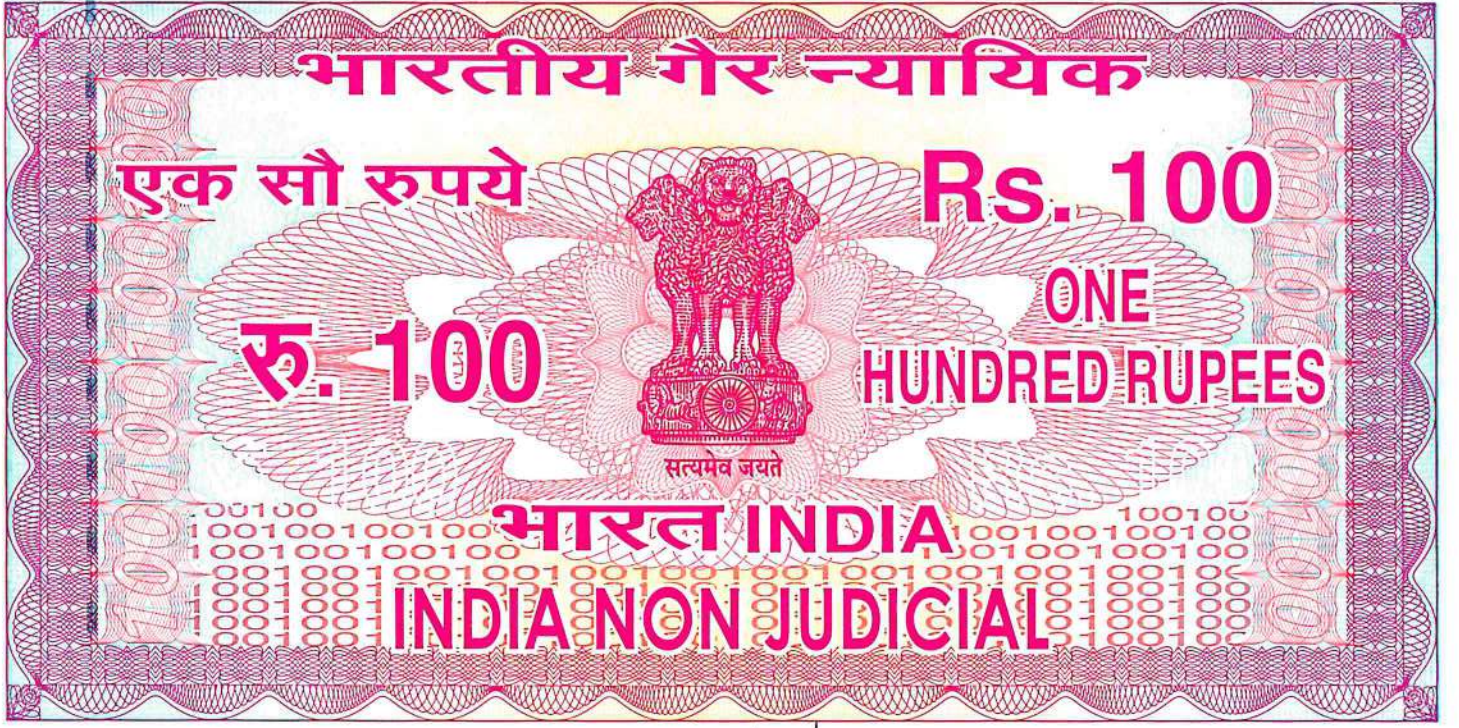

DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
Chennai-02.

SIGNED ON BEHALF OF M/s. TAMILNADU FIBERNET CORPORATION LIMITED , No. 807,
5th FLOOR, P.T.LEE CHENGALVARAYA NAICKER MAALIGAI, ANNA SALAI, CHENNAI -
600 002, TAMILNADU STATE (LICENSEE).

BY SHRI _____
(Signature, Name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____ EXECUTED IN
ACCORDANCE WITH THE RESOLUTION NO. _____ DATED _____
PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON _____
IN THE PRESENCE OF (WITNESSES)

- 1.
- 2.



தமிழ்நாடு தமில்நாடு TAMILNADU 13/03/2024

DT 740238

Tamilnadu Fibernet Corporation
Limited, Chennai.

U. பிண்டிசெல்வம்
முத்தியைரத்தாள் வீற்பணையாளர்
உரிமம் எண் : 33/2008/ஈரோடு.

Annexure-V

UNDERTAKING

We, M/s. TAMILNADU FIBERNET CORPORATION LIMITED, No. 807, 5th FLOOR, P.T. LEE CHENGALVARAYA NAICKER MAALIGAI, ANNA SALAI, CHENNAI - 600 002, TAMILNADU STATE, Laying of Optical Fiber cables in Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu.

We here by undertake the Standard Conditions of NHAI Guidelines:

1. Not to Damage to Other Utility, if damaged then to pay the losses either to NHAI or to the concerned agency: Regarding the location of other cables, underground installation/utilities etc, M/s. Tamilnadu Fibernet Corporation Limited shall be responsible to ascertain from the respective agency in coordination with NHAI, M/s. Tamilnadu Fibernet Corporation Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.

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2. **Renewal of Bank Guarantee:**M/s. Tamilnadu Fibernet Corporation Limited shall furnish a Bank Guarantee @ Rs100/- per running meter to the NHAI, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to M/s. Tamilnadu Fibernet Corporation Limited for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, M/s. Tamilnadu Fibernet Corporation Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Tamilnadu Fibernet Corporation Limited failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of M/s. Tamilnadu Fibernet Corporation Limited and recover the amount by invoking the bank guarantee furnished by M/s. Tamilnadu Fibernet Corporation Limited.

3. **Confirming all standard conditions of NHAI:**

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2m utility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.65m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Tamilnadu Fibernet Corporation Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the OFC and shall be crossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs.100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Tamilnadu Fibernet Corporation Limited
- (viii) 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

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work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.

- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the M/s. Tamilnadu Fibernet Corporation Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Tamilnadu Fibernet Corporation Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying telecom cables/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of M/s. Tamilnadu Fibernet Corporation Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Tamilnadu Fibernet Corporation Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Tamilnadu Fibernet Corporation Limited unless a completion certificate to the effect that the laying telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- (xvi) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and theM/s. Tamilnadu Fibernet Corporation Limited shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work M/s. Tamilnadu Fibernet Corporation Limited will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service


DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
Chennai-02.

contained/defined in the license agreement of the License with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Tamilnadu Fibernet Corporation Limited of the department of Telecommunications.

4. **Shifting of OFC as and when required by NHAI:** M/s. Tamilnadu Fibernet Corporation Limited shall shift the cables/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
5. **Shifting due to 6 lining / widening of NH:** After the termination/expiry of the agreement, M/s. Tamilnadu Fibernet Corporation Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Tamilnadu Fibernet Corporation Limited will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the M/s. Tamilnadu Fibernet Corporation Limited shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
6. **Traffic movement during lying of OFC to be managed by the applicant:** If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. Tamilnadu Fibernet Corporation Limited.
7. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** M/s. Tamilnadu Fibernet Corporation Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Tamilnadu Fibernet Corporation Limited. The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Tamilnadu Fibernet Corporation Limited of M/s. Tamilnadu Fibernet Corporation Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Tamilnadu Fibernet Corporation Limited.
8. **We, M/s. Tamilnadu Fibernet Corporation Limited, No. 807, 5th Floor, P.T. Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper**


DRO / General Manager (Projects 2)
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Chennai-02.

restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Tamilnadu Fibernet Corporation Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at the cost of the M/s. Tamilnadu Fibernet Corporation Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Tamilnadu Fibernet Corporation Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

9. Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
10. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11 months from the date of issue of the Bank Guarantees, M/s. Tamilnadu Fibernet Corporation Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
11. We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI "for future six-lining or any other development."
12. We, M/s. Tamilnadu Fibernet Corporation Limited, No. 807, 5th Floor, P.T. Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State, hereby undertake that "The existing avenue plantation is not affect due to the present proposed OFC line Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu,"
13. We, M/s. Tamilnadu Fibernet Corporation Limited, No. 807, 5th Floor, P.T. Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002 Tamilnadu State, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) where the available width of ROW is less than 15.00m.
14. We, M/s. Tamilnadu Fibernet Corporation Limited, No. 807, 5th Floor, P.T. Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State, hereby undertake that the pay the fee /rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH- 33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
15. We, M/s. Tamilnadu Fibernet Corporation Limited, No. 807, 5th Floor, P.T. Lee Chengalvaraya Naicker Maaligai, Anna Salai, Chennai - 600 002, Tamilnadu State, hereby undertake that the HDD method will be adopted for crossings of

all cross roads at grade separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.

16. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our consent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For M/s. Tamilnadu Fibernet Corporation Limited,


DRO / General Manager (Projects 2)
Tamil Nadu FibreNet Corporation Limited
(Authorized Signatory)
Chennai-02.



தமிழ்நாடு தமில்நாடு TAMIL NADU

29AC 308150

13.03.2024

Tamilnadu Fibernet Corporation
Limited, Chennai.

H. பன்னீர்செல்வம்
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 33/2008/ச.கோடு.

Annexure-VI

INDEMNITY BOND

Name of Work: Laying of Optical Fiber Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu.

Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

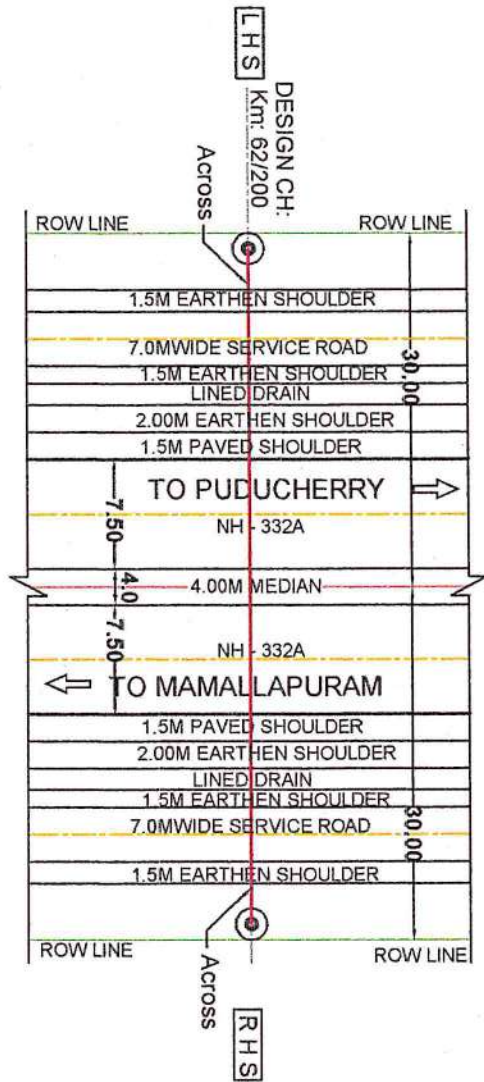
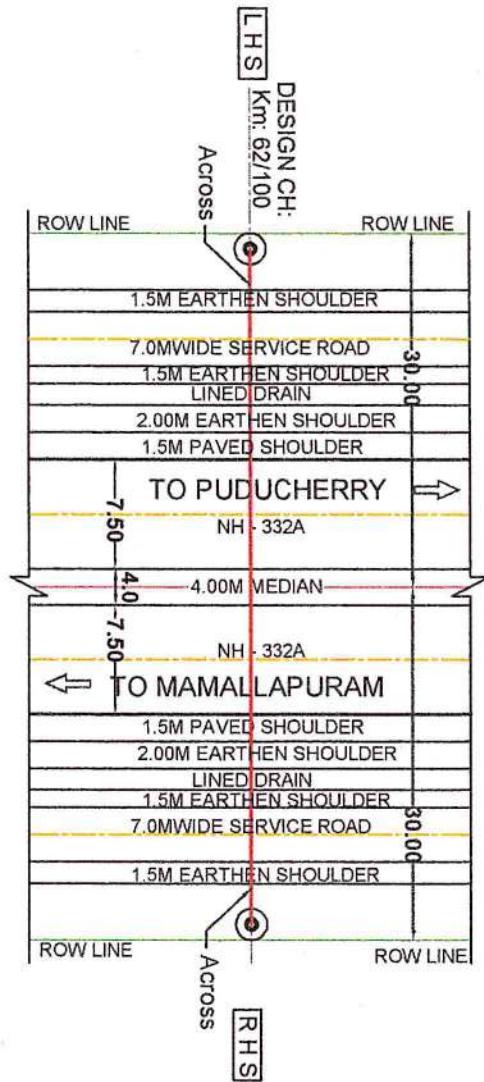
We, M/s. TAMILNADU FIBERNET CORPORATION LIMITED, No. 807, 5th FLOOR, P.T.LEE CHENGALVARAYA NAICKER MAALIGAI, ANNA SALAI, CHENNAI - 600 002, TAMILNADU STATE, do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of laying of optical fiber cable Old NH - 332A Road (Existing Chainage) Across at Km. 131/260 & New NH - 332A Road (Design Chainage) Across at Km. 62/100, Km. 62/200, Km. 63/700, Km. 63/840, Km. 65/410, Km. 65/700, Km. 70/850, Km. 72/650 of (Mamallapuram - Puducherry Section) for total Length of 510 meters in the state of Tamil Nadu, National Highways, Chengalpattu, Or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For M/s. Tamilnadu Fibernet Corporation Limited,

DRO / General Manager (Projects 2)

Authorized Signatory Corporation Limited

Chennai-02.

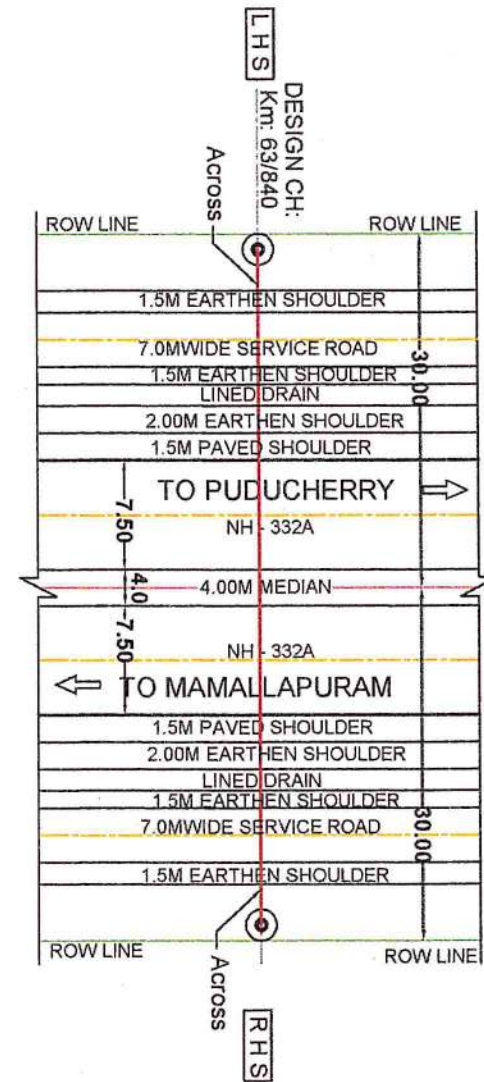
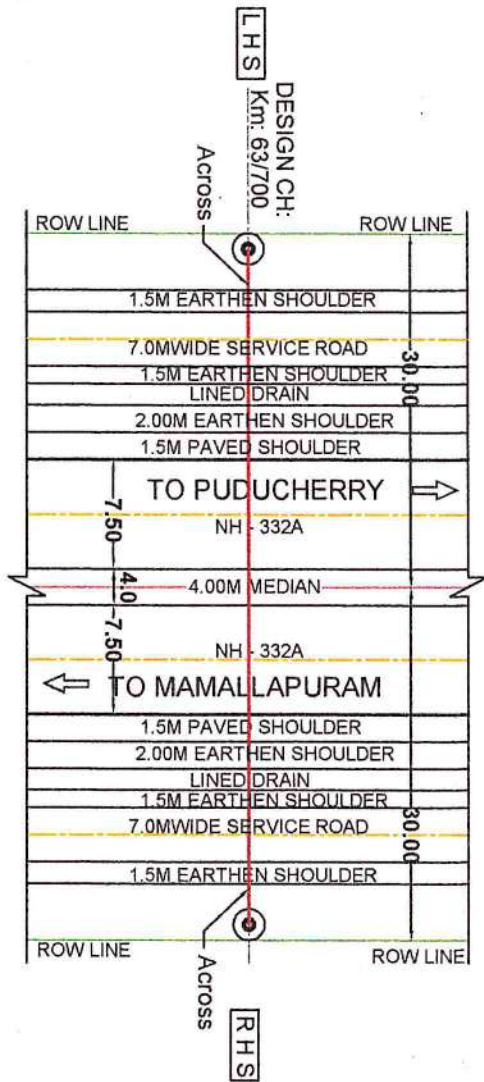


- LEGENT:**
- PROPOSED OFC ROUTE
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - CENTER LINE OF ROAD
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)
 (ACROSS@ DESIGN CH: Km: 62/100 & Km: 62/200)

APPLICANT: **TAMIL NADU FIBERNET CORPORATION LIMITED**
 DRO / General Manager
 Tamil Nadu FibreNet Corporation Limited
 Chennai-02.
 No.807, 5th FLOOR,
 P. T. LEE CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.

- NOTES:**
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
 2. ACROSS LENGTH - 120M
 3. SCALE - NTS



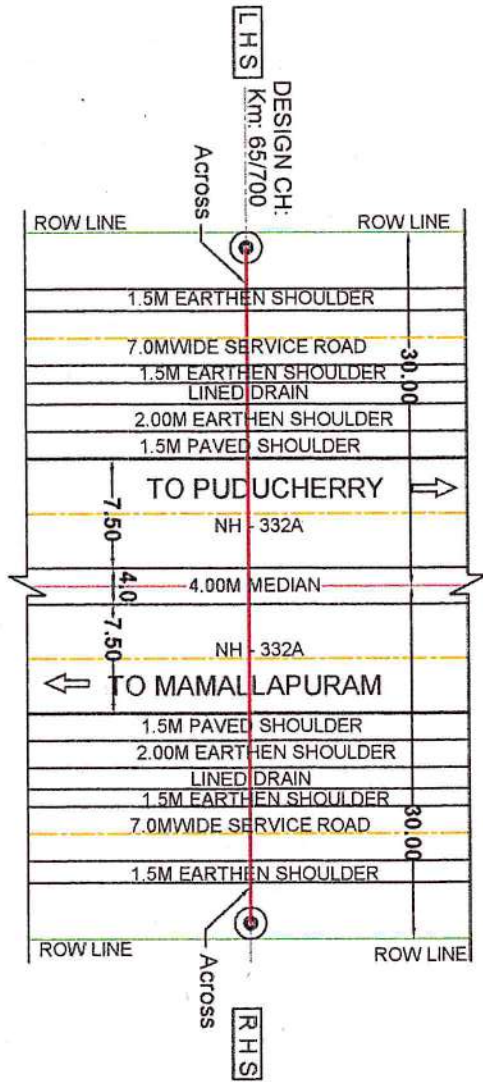
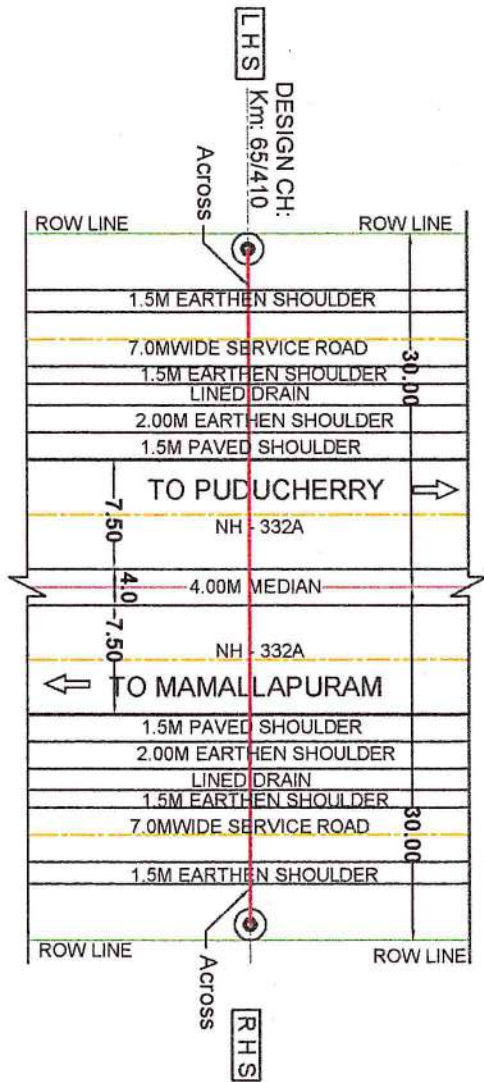
- LEGENT:**
- PROPOSED OFC ROUTE
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - CENTER LINE OF ROAD
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)
 (ACROSS@ DESIGN CH: Km: 63/700 & Km: 63/840)

APPLICANT: **TAMIL NADU FIBERNET CORPORATION LIMITED**
 DRO / General Manager
 Tamil Nadu FibreNet Corporation Limited
 Chennai-02.

No.807, 5th FLOOR,
 P.T.LEE CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.

- NOTES:**
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
 2. ACROSS LENGTH - 120M
 3. SCALE - NTS



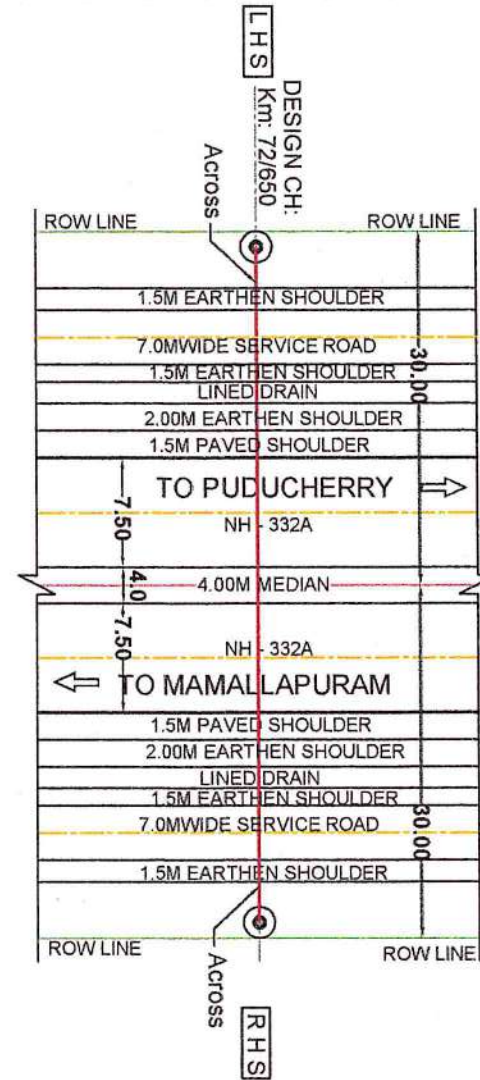
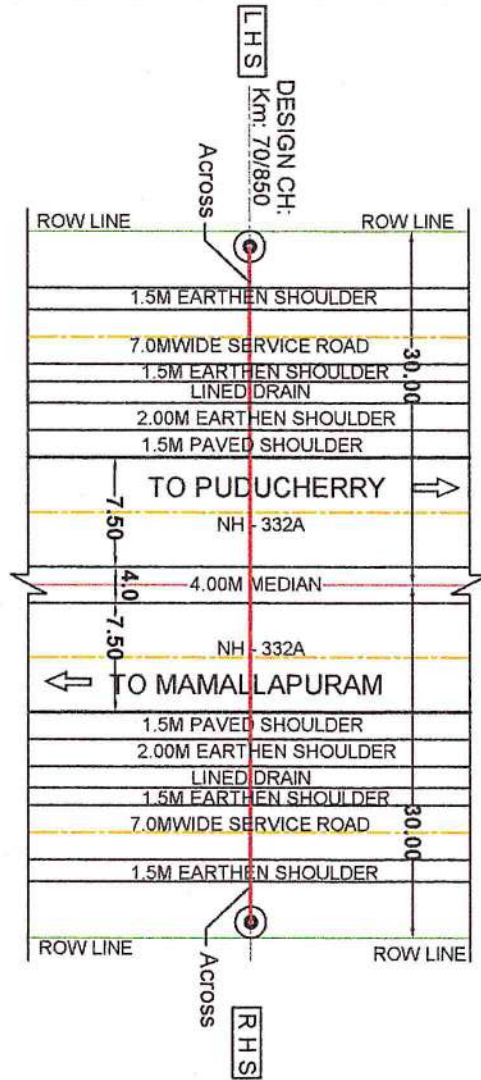
- LEGENT:**
-  - PROPOSED OFC ROUTE
 -  - BT ROAD
 -  - CENTER LINE OF CARRIAGEWAY
 -  - CENTER LINE OF ROAD
 -  - BOUNDARY (ROW)
 -  - BRIDGE / CULVERT

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)

(ACROSS@ DESIGN CH: Km: 65/410 & Km: 65/700)

APPLICANT: 
M/S. TAMILNADU FIBERNET CORPORATION LIMITED
 No.807, 5th FLOOR,
 P.T.LEE CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.
 Chennai-02.

- NOTES:**
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
 2. ACROSS LENGTH - 120M
 3. SCALE - NTS



- LEGENT:**
- PROPOSED OFC ROUTE
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - CENTER LINE OF ROAD
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)

(ACROSS@ DESIGN CH: Km: 70/850 & Km.72/650)

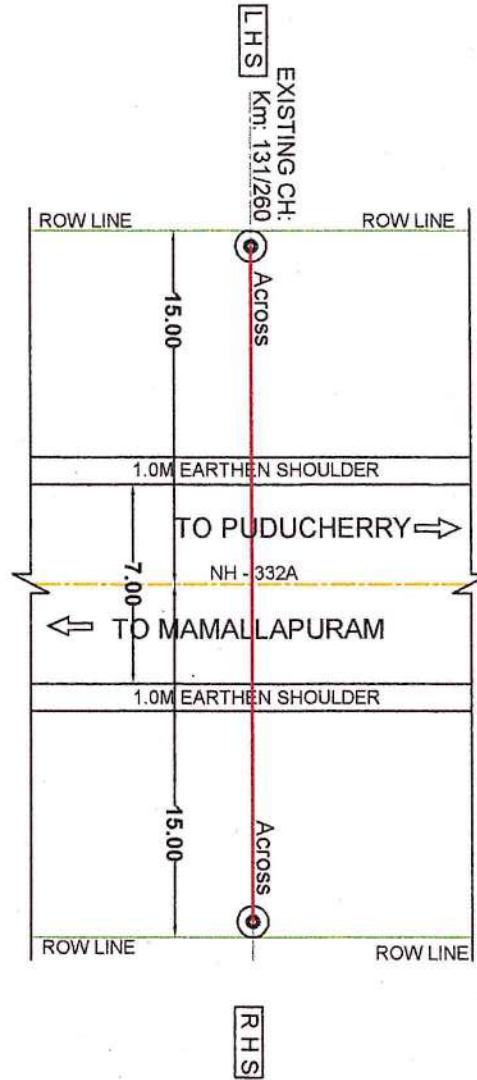
APPLICANT:

M/s. TAMILNADU FIBERNET CORPORATION LIMITED
 DRO / General Manager (Projects)
 Tamil Nadu FibreNet Corporation Limited
 Chennai-02.

No.807, 5th FLOOR,
 CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. ACROSS LENGTH - 60M
3. SCALE - NTS



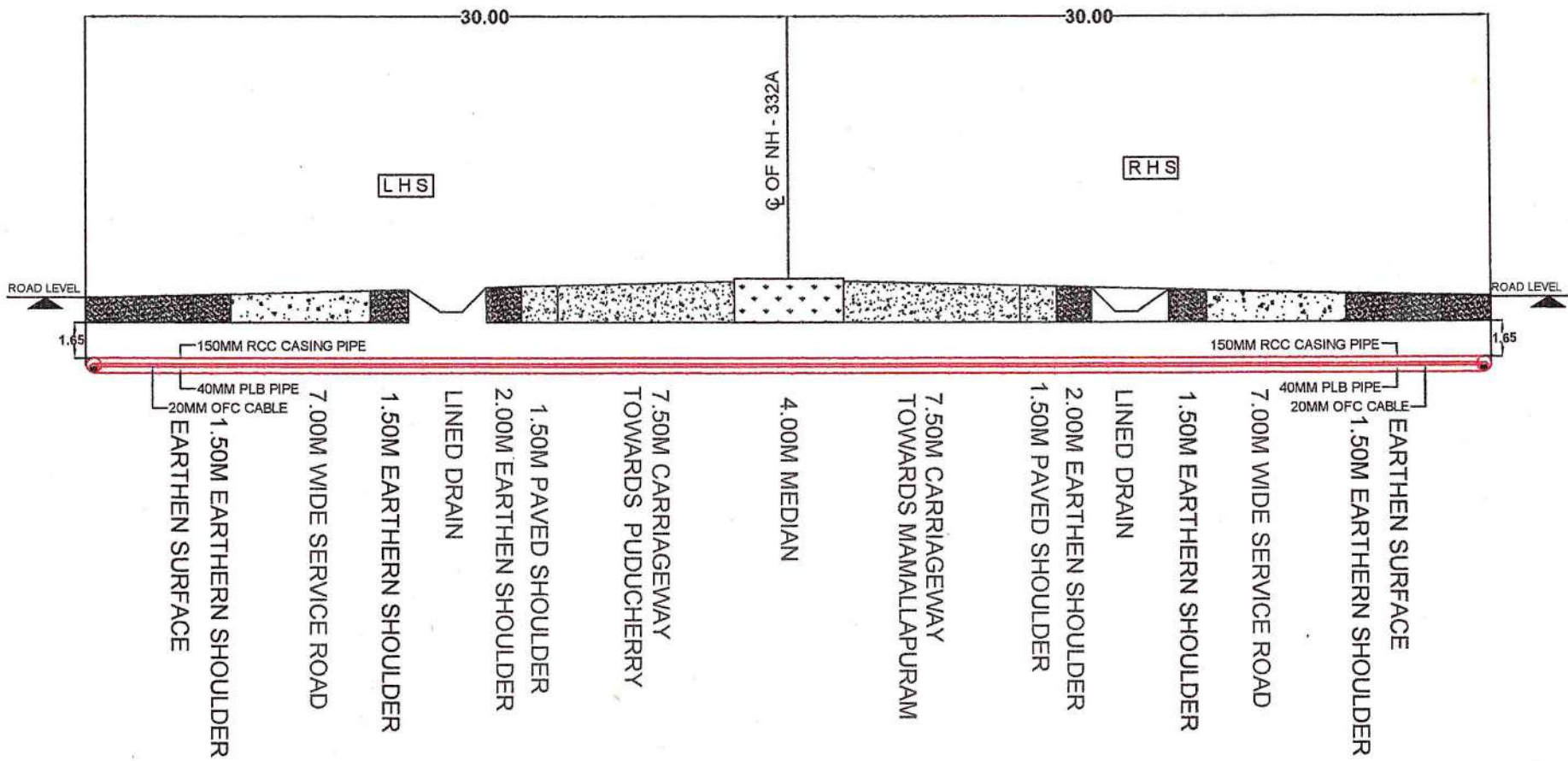
- LEGENT:**
- PROPOSED OFC ROUTE
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - CENTER LINE OF ROAD
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)
 (ACROSS@ EXISTING CH: Km: 131/260)

APPLICANT: **TAMIL NADU FIBERNET CORPORATION LIMITED**
 DRO / General Manager (Projects)
 Tamil Nadu FibreNet Corporation Limited
 Chennai-02.

No.807, 5th FLOOR,
 CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.

- NOTES:**
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
 2. ACROSS LENGTH - 30M
 3. SCALE - NTS

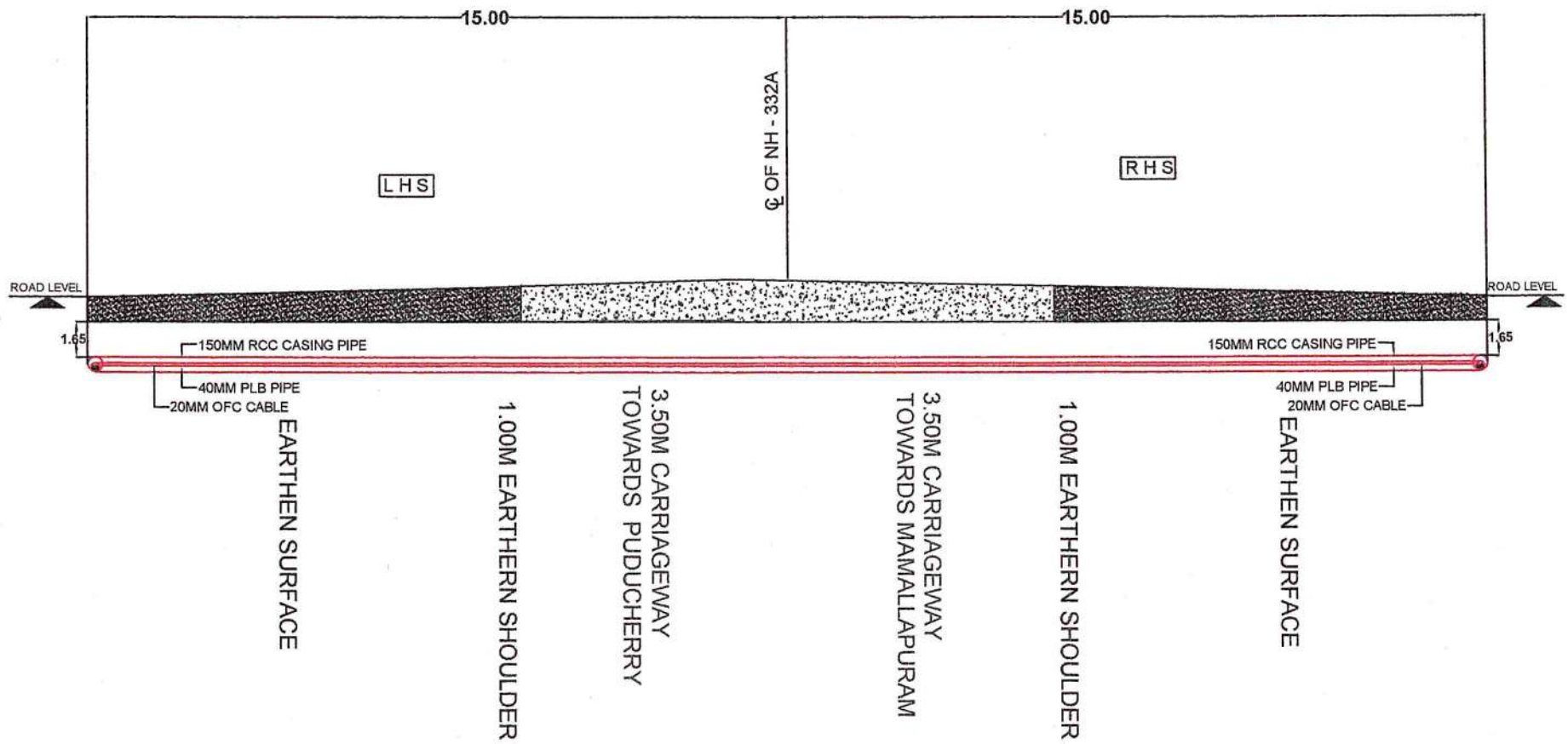


TITLE:

CROSSECTION DETAILS FOR NH - 45A

VILLUPURAM TO NAGAPATTINAM SECTION (NH - 45A)
 (ACROSS@ DESIGN CH: Km: 62/100 & Km: 62/200 & Km: 63/700)
 (Km: 63/840 & Km: 65/410 & Km: 65/700, Km.70/850, Km.72/650)

APPLICANT: **TAMIL NADU FIBERNET CORPORATION LIMITED**
 DRO / General Manager
 Tamil Nadu FibreNet Corporation Limited, No.807, 5th FLOOR,
 P.T. LEE CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.
 Chennai-02.



TITLE:

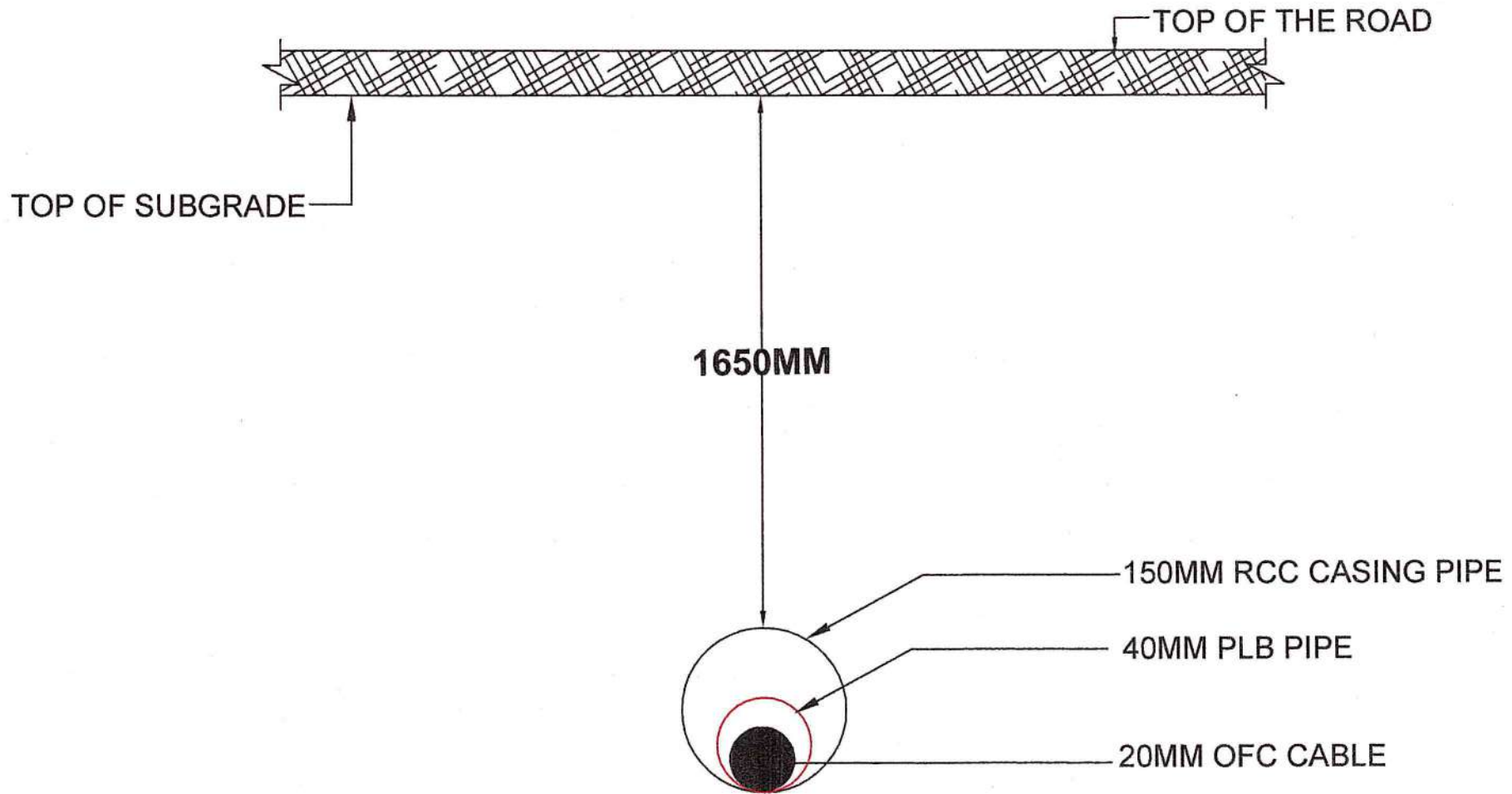
CROSSECTION DETAILS FOR NH - 332A

MAMALLAPURAM TO PUDUCHERRY SECTION (NH - 332A)

(ACROSS@ EXISTING CH: Km: 131/260)

APPLICANT:

TAMIL NADU FIBERNET CORPORATION LIMITED
 No.807, 5th FLOOR,
 P.T. LEE CHENGALVARAYA NAICKER MAALIGAI,
 ANNA SALAI, CHENNAI - 600 002.
 Chennai-02.



ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/29/2015/S&R(R)(Pt). DATED 22.11.2016

TITLE:

FIGURE - 1 INSTALLATION OF RCC CASING PIPE FOR CROSSING THE ROAD (HDD METHOD) & PLACE WHERE THE DISTANCE FROM THE CARRIAGE LEVEL OF CARRIAGE WAY IS LESS THAN 15M

APPLICANT:

[Signature]
 M/s. TAMILNADU FIBERNET CORPORATION LIMITED
 DRO / General Manager (Projects 2) No.807, 5th FLOOR,
 P.T. LEE CHENGALVARAYA NAICKER MAALIGAI,
 TAMILNADU FIBRENET CORPORATION LIMITED, KANDASALAI, CHENNAI - 600 002.
 Chennai-02.

**PROCEEDINGS OF THE MANAGING DIRECTOR,
TAMIL NADU FIBRENET CORPORATION LIMITED, CHENNAI-02.
PRESENT: THIRU.A.K. KAMAL KISHORE, I.A.S.,**

Proc.No.340/TANFINET/2022

Dated:26.05.2022

Sub: TANFINET Corporation- BharatNet Phase-II Project-
Right of Way- NHAi- authorisation for signing of
applications- regarding

- Ref: 1. G.O.(Ms) No.18 Information Technology (E2)
Department dated:23.09.2021.
2. Office order no.14/TANFINET/2019
dated:07.04.2022.
3. This office proceeding no.475/TANFINET/2022
dated:09.05.2022.

Order:

In continuation to the reference (3) cited, the following officers of TANFINET Corporation, are hereby authorised to sign all the pages of the applications to be submitted to NHAi towards Right of Way clearance towards the implementation of the BharatNet Phase-II Project.

S. No.	Name and Designation of the Officer	Package
1.	Thiru.R.Divakar, DRO/ General Manager (Projects 1)	Package A
2.	Thiru. A.Balasubramanian, Assistant Executive Engineer	Package B
3.	Thiru.A.Thiagarajan, Joint Director	Package C
4.	Thiru.J.Narayanan, DRO/ General Manager (Projects 2)	Package D

**Sd/-
Managing Director**

General Manager (Finance & Accounts)

To,

- ✓ 1. Thiru.R.Divakar,
DRO/ General Manager (Projects 1).
2. Thiru.A.Thiagarajan, Joint Director
3. Thiru. A.Balasubramanian, Assistant Executive Engineer
4. Thiru.J.Narayanan,
DRO/ General Manager (Projects 2)

Government of India
Ministry of Road Transport and Highways
(Highway Administration Cell)

Transport Bhavan, 1, Parliament Street, New Delhi — 110 001

No. NH-36094/01/2022-S&R(P&B)

Dated: 17th April, 2023

To

1. The Chief Secretaries of all the State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTS Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other Centrally Sponsored Schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi 110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
7. ROs, ELOs and PIUs of the MoRTH.

Subject- Accommodation of Public and Industrial Utility Services along and across National Highways- Policy guidelines; Clarifications regarding OFC/Telecom cables.

Sir,

Following amendments are issued herewith with reference to Ministry's policy circular no RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 regarding permission for laying of underground OFC/telecom cables in NH ROW with immediate effect:


Clause	Existing provision	Amendments
3.1	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 to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.	The utility services shall normally 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 to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry. Alternatively, for crossing of NH by pipelines for petroleum products, Horizontal Directional Drilling (HDD) method may be used

		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
5.	<p>Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.</p> <p>License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.</p>	<p>Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.</p>
5.1	<p>The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p> <p>Utilized NH land area = Outer diameter/width of the concerned utility line X length</p>	<p>License Fee for Industrial Utilities shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum.</p> <p>Utilized NH land area shall include projection of utility on ground including area of support system / tower.</p> <p>License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.</p>
5.2	<p>The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters junction boxes etc.</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p>	<p>License Fee for public utility shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 1.5% per annum, subject to minimum of Rs. 10,000/-, with 6% annual increment.</p> <p>Utilized NH land area shall include area of support system / tower but not include projection of utility on ground.</p>

<p>Utilized NH land area = Projection of utility on the ground including area of support system/tower.</p> <p>However, for public utilities, area below the support system/tower shall only be charged.</p>	<p>There shall be no license fee for OFC cables crossing the NH through HDD method.</p> <p>License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.</p>
---	--

2. This issues with the approval of competent authority.

Your faithfully



 (Rakesh Prakash Singh)
 Superintending Engineer (HA)

Copy to:

1. AS/ JS/CEs in MoRTH
2. Director, IAHE
3. The Secretary General, Indian Roads Congress
4. Technical circular file of S&R(P&B) Section and Road Safety Engineering Cell
5. NIC-for uploading on Ministry's website under "What's new"

Copy for information to:

1. PS to Hon'ble Minister (RT&H)/ PS to Hon'ble MOS (RT&H)
2. Sr. PPS to Secretary (RT&H)/ Sr. PPS to AS(H)/ Sr. PPS to AS&FA
3. Sr. PPS to DG (RD) & SS/ Sr. PPS / PPS /PS to ADG-I/II/III/IV


 (Rakesh Prakash Singh)
 Superintending Engineer (HA)

A. Codes/ publications for guidance on design of Horizontal Directional Drilling crossing for Petroleum Pipelines

- a) Oil Industry Safety Directorate Code: IOSD Code-141.
- b) American Gas Association PR-227-9424 "Installation of Pipelines by Horizontal Directional Drilling an Engineering Design Guide".
- c) American Society of Civil Engineering Practice No.89 - "Pipeline Crossings Handbook".
- d) Directional Crossing Contractors Association publications "Guidelines for a Successful Directional Crossing Bid Package", "Directional Crossing Survey Standards" and "Guidelines for Successful Mid-Sized Directional Drilling Projects."

B. Safety precautions and plan to be submitted along with the proposal for HDD crossings:

- a) Before taking up the HDD work, area to be scanned by suitable methods like GPR to locate all underground utilities. Accordingly, crossing plan and profile drawings to be developed showing all pipelines, utilities, cables and structures that cross the drill path, are parallel to and within 30m of the drill path and that are within 30m of the drilling operation, including mud pits and bore pits.
- b) Damage prevention plan to reduce or avoid the likelihood of damage to adjacent underground facilities, including pipelines, utilities, cables and other subsurface structures considering the accuracy of the method in locating existing structures and in tracking the position of the pilot string during drilling. Consideration should be given to having an auxiliary location system to include manual excavation to ensure that the drilling bit or reamer is following the projected path and does not encroach upon crossing or parallel lines. The damage prevention plan should include provision for sending notification to all affected parties.
- c) Safety plan to include contingency plans in the event the drilling string impacts subsurface facilities and identify facilities and resources to be utilized in the event of an emergency or any personnel injuries. The safety plan shall be reviewed on site with all construction personnel prior to the commencement of drilling operations.
- d) Plan for containment and disposal of drilling fluids, if used.
- e) Hydrostatic test plan that should consider pretesting of the fabricating string(s) prior to installing the crossing.
- f) Testing plan be agreed upon the measures like Cathodic protection, periodic inspection be outlined and Supplementary extra thickness of pipe be ensured to compensate for corrosion.
- g) Pipeline laying agencies to submit annual certificates of inspection after laying.

cal
17/4/23



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus,
A-5, Sector-62,
Noida-201301.

F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22nd November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

Subject: Accommodation of Public and Industrial Utility Services along and across National Highways – Policy guidelines regarding.

Sir,

The Government has realized that development of infrastructure across the Country on a sustainable and integrated manner continues to be an imperative for improving the state of economy, enhancing quality of life of the citizens and ensuring equitable development throughout the country.

Land being among the most precious of natural resources available; optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility services. This may be achieved through granting permissions for laying utility services along and /or across the ROW. However, environment and safety of the road users are the prime factors in deciding permission for utility services. Permission may be denied, if it is not feasible to ensure safety and environment through requisite safeguards. The Administration of ROW, has been defined in the National Highway Land and traffic Control Act 2002 and relevant Rules 2004.

Keeping in view the need for consistency and clarity, in supersession of all the instructions contained in the earlier previous circulars on the subject, following guidelines shall apply for accommodation of Utility Services along and across National Highways.

2. Laying of Utility Services along the National Highways:

- 2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

Mamaj Kumar

2.4 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 0.5 metre below the ground level.

2.5 No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured 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 as per the agreement.

3. Laying of Utility Services across the National Highway:

3.1 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 to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.

3.2 Existing drainage structures shall not be allowed to carry the lines across.

3.3 The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

3.5 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 wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 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.

3.5.2 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.

3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified 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.

3.5.4 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.

3.6 When utilities are allowed overhead, the horizontal and vertical clearance in accordance with the IRC shall be maintained.

4. Procedure for processing application for granting permission for use of highway land: Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

Mansij Kumar

Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 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.

5. Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.

License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.

5.1 The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Outer diameter/width of the concerned utility line X length

5.2 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters/ junction boxes etc.

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Projection of utility on the ground including area of support system/tower

However, for public utilities, area below the support system/tower shall only be charged.

5.3 Fee shall have to be paid in advance for the period for which permission is granted. 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.

5.4 A system to redress grievances and to consider relaxation from the guidelines, in exceptional cases, shall be notified separately and shall be effective from the date of notification.

6. All required restoration, maintenance work subsequent to laying of utility services 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. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

Manoj Kumar

filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as pipes etc (rate in per m)

provided in the ducts already provided	Rs 50
≤ 300 mm dia/width	Rs 100
> 300 mm dia/width but ≤ 1000 mm	Rs 250
> 1000 mm	Rs 500
Utility services such as towers etc (rate in Rs per sq m)	Rs 100

In case the Licensee fails 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. 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.

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.

7. The Authority shall enter into a License Agreement with the respective utility service provider in the format enclosed (Appendix) including any other conditions imposed by Highway Administration, to ensure safe and uninterrupted flow of traffic. Post signing of the agreement, the utility service provider shall be designated as 'Licensee' for the purpose of this project and will be authorized to install and operate utility services within the NH RoW. However, utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration.

Encls: As above.

Manoj Kumar
(Manoj Kumar)

Executive Engineer(NFSG) (S,R&T) (Roads)
For Director General (Road Development) & SS

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical circular file of S&R (R) Section
6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

7. PS to Hon'ble Minister (RTH&S)
8. PS to Hon'ble MOS (RTH&S)
9. Sr. PPS to Secretary (RT&H)
10. PPS to DG (RD) & SS
11. PPS to SS&FA
12. PS to ADG-I/ ADG-II
13. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (BIC)

Public Utility Provider and Industrial Infrastructure

A. Public Utility Provider

A **Public Utility Provider** in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

B. Eligible activities for Industrial Units or 'Industrial Infrastructure'

Industrial Infrastructure in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility.