

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India) क्षेत्रीय कार्यालय : एफ-120, जनपथ, श्याम नगर, जयपुर-302019

Regional Office : F-120, Janpath, Shyam Nagar, Jaipur-302019 Tel. (O.)/ फोन : (ऑ.) 0141-2292056, 2292049

E-mail / ई-मेल : rojaipur@nhai.org Web. / वेब : www.nhai.gov.in No: NHAI/18013/1/2020-ROJ/Permission-Laying OFC/103/NH-27km218.3 to 306.60/2517

Date: 14.12.2021

INVITATION OF PUBLIC COMMENTS

Sub.: Proposal for grant of permission for lay OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd. – reg.

Ref.: (i) Officer Commanding letter no. 100/Sigs/NFS dated 10.02.2021 and dated 18.05.2021. (ii) PD, PIU-Udaipur letter no. NHAI/UDR/UR-OFC/Army/NH-27/328 dt. 11.06.2021.

(iii) This office letter no NHAI/18013/1/2020-ROJ/Permission-Laying OFC/103/NH-27 km 218.3 to 306.6/1120 dated 26.07.2021.

(v) NHAI, HQ e-office file computer no. 108748

(iv) Officer Commanding 30 Inf Bade Sig Coy PIN:908030 C/o 56 APO letter dt. 29.10.2021.

Sir,

It is to inform all concern that Officer Commanding, 30 Inf Bde Sig Coy, PIN: 908030 C/s 56 APO, Udaipur vide letter under reference (i) has submitted a proposal to NHAI for the subjected work and PD, NHAI, PIU, Udaipur has forwarded the above proposal to this office vide letter under reference (ii) for approval of the Competent Authority, Highway Administrator.

2. The proposal is regarding permission for laying OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd.

3. As per Para-4 of Ministry's Circular No. RW/NH-33044/29/2015S&R(R) dated 22.11.2016, the Highway Administration 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).

4. In view of the above, before approval of the competent authority, the comments/objections of affected public is hereby invited with reference to the Ministry's circular dated 22.11 .2016 due to laying OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd. The objections/comments may be addressed to the below mentioned address upto 13,01,2022, beyond due date, no comments/objections will be accepted.

The Regional Officer, Regional Office - Jaipur National Highways Authority of India, F-120, Janpath, Shyam Nagar, Jaipur (Raj.)-302019, Tel: 0141-2292049, 2292054 Email: rojaipur@nhai.org

This is issued with the approval of the Regional Officer, NHAI, RO, Jaipur (Rajasthan).

Yours faithfully,

(Manoj Khoda) Manager (Tech.)

Copy to: (i) Web Admn., NHAI, HQ, New Delhi - for uploading in NHAI's website [web-admin@nhai.org]

(ii) Director, NIC, New Delhi - for uploading in Ministry's website. [mansoor@nic,in]

(iii) PD, PIU-Udaipur: for information.

(iv) Officer Commanding, 30 Inf Bde Sig Coy, PIN: 908030 C/s 56 APO, Udaipur: for information.

30 Inf Bde Sig Coy PIN-908030 C/o 56 APO

100/Sigs/NFS

29 Oct 2021

General Manager (T)
Regional Officer Rajasthan
F-120, Janpath, Shyam Nagar,
Jaipur 302019

ROW PERMISSION TO LAY UNDERGROUND OPTICAL FIBER CABLE FROM MS 218.300 TO 306.600 ON LHS ALONG NH27

- 1. Pliref the fwg:-
 - (a) Your letter NHAI/18013/I/2020-ROJ/Permission-Laying OFC/103/NH27 km 218.3 to 306.6/1120 dated 28-07-2021.
 - (b) NHA! Guidelines RW-NH-33032/01/2017-S&R(R) dated 26-06-2020.
 - (c) NHAI Guidelines RW-NH-33044/29/201S/S&R(R) dated 22-11-2016.
- 2. It is inlimated that the RoW Proposal for laying NFS OFC for Army was forwarded to NHAI Dwarka Office on 23-07-2021. However, RoW permission for the NFS OFC has not been received till date. Despite the very fact that the OFC was damaged because of the Road widening work of NHAI. Further, it is also intimated that after examining the guidelines as per para 1(b) the proposals was sent to NHAI Delhi.
- Further the guidelines mention at para 1(b) does not supersede the prevalent guidelines of OFC Proposals ref para 1(c). Please note that commissioning of our strategic network has already been delayed first on account of ongoing road widening work and secondly on account of RoW permission.

4. In view of the above you are once again requested to kindly issue the required RoW permission at the earliest it is affecting our network end to end connectivity between the strategic important loc.

Dated: Oct 2021

Copy to

PD, MHAI Udalpur CC, 12 Rapid, Jaisalmer nmandina



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन एवं राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways) क्षेत्रीय कार्यालय (राजस्थान) /Regional Office (Rajasthan)

एफ-120, जनपथ, श्याम नगर, जयपुर-302019 F-120, Janpath, Shyam Nagar, Jaipur-302019

No: NHAI/18013/1/2020-ROJ/Fermission-Laying OFC/103/NH-27 km 218.3 to 306.6/1120 Date: 28.07.2021

दुरभाष /Tel : 0141-2292049

फैक्स /Fax . 0141-2292049

ईमेल /Eall : rojaipur@nhai.org

: 0141-2292054

Sh. Sanjeev Sharma, GM (T)-Raj. National Highways Authority of India G-5 & 6, Sector-10, Dwarka, New Delhi - 110075.

Proposal for grant of permission for lay OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd. - reg.

(i) Officer Commanding letter no. 100/Sigs/NFS dated 10.02.2021 and dated 18.05.2021. Ref .: (ii) PD, PTU-Udaipur letter no. NHAI/UDR/UR-OFC/Army/NH-27/328 dt. 11.06.2021.

Sir.

PD, PIU-Udaipur vide letter cited under ref. (ii) above has submitted a proposal for grant of permission for laying OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd. for approval of the Competent Authority.

PD has submitted that the subject proposal was received from Officer Commanding, 30 Inf Bde Sig Coy, PIN: 908030 C/s 56 APO, Udaipur and the proposal has been examined by the IE of the project highway M/s. Aarvee Associates and they have submitted their report vide letter no. 902 dated 26.03.2021 along with calculation details of rental fee payable amounting to Rs. 30,24,483/-. IE has also submitted that

the proposal confirms to MoRTH guidelines requirement.

PD has further submitted that the applicant has deposited the License fee amount of Rs. 30,24,483/- through Bharat Kosh Portal (Receipt No. 2904210001874 dated 29.04,2021). PD has also submitted that the proposal has been examined by PIU Udaípur in line with MoRTH Circular dated 22.11.2016 and found in order. Duly signed checklist, undertakings as per MoRTH guidelines dated 22.11.2016 is appended with the proposal. The applicant has submitted the Bank Guarantee No. 024BG07211160001 dated 26.04.2021 amounting to Rs. 56,00,000/- valid upto 19.04.2022 issued by Yes Bank, O-19, Corporate Service Delivery, 2nd Floor, Ashok Marg, C-scheme, Jaipur towards execution of subject OFC Cable in a length of 56.00 Km. in favour of PD, NHAI, PIU-Udaipur.

PD has recommended the proposal for laying/road crossing of OFC along NH-27 (Old NH-76) from Ch. 218.300 to 306.60 (Km. 218.3 to 227, Km. 229.8 to 245, Km. 259 to 267.2 and Km. 282.7 to 306.6) (Total length=56.00 Km.) in the state of Rajasthan for NFS project by M/s. Kiran Infra Engineers Ltd.

The proposal has been seen in this office and as per MoRTH guideline issued vide circular No. RW/NH-33032/01/2017-S&R(R) dated 26.06.2020, and in the guideline at para 2.5.3 it mentioned that "Fo: defense infrastructure etc. or other important critical and strategic infrastructure, their permission shall be granted by DG (RD) & SS/MD (NHIDCL)/Chairman (NHAI as the case may be."

As the case/proposal is related to Ministry of Defense for laying OFC, approval of Chairman,

NHAI is required in the matter.

In view of the above, the instant proposal is hereby forwarded with recommendation of this office for approval of the Competent Authority.

This is issued with the approval of the Regional Officer, NHAI, RO, Jaipur (Rajasthan).

Yours faithfully,

ratteep Mudgal) General Manager (T)

Encl.: as above.

Copy to: (i) PD, PIU-Udaipur: for information.

(ii) Officer Commanding, 30 Inf Bde Sig Coy, PIN: 908030 C/s 56 APO, Udaipur: for information.

रायमाग

वहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, उदयपुर, प्लाट नं.465, सरस डेयरी के पास, गोवर्जन विलास, उदयपुर (राज.) 313001 Project Implementation Unit, Udaipur, Plot No. 465, Near Saras Dairy, Goverdhan Villas, Udaipur (Raj.) 313901

दरभाष/Phone:(0294) 2980801, 2980802 ई-मेल/Email: uda@nhai.org



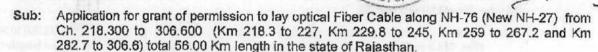
FC1-525 भारत एक कदम स्वच्छता की ओर

11.06.2021



he CGM (T) cum Regional Officer, National Highways Authority of India, Regional Office,

F-120 - Janpath, Shyam Nagar JAIPUR - 302019



DICI

Ref: Officer Commanding letter No. 100/Sigs/NFs dated 10.02.2021.

(ii) IE letter No. AA/UC/20-21/NHAI/902 dated 26.03.2021

(iii) This office letter No. NHAI/UDR/UR -OFC/Army/NH-27/62 dated 08.04.2021

Maj.Officer Commanding letter No. 100/Sigs/NFs dated 18.05.2021

Sir.

The subjected proposal of Army (NFS OFC) received vide letter reference (i) above has been examined by Independent Engineer M/s. Aarvee Associates. The Engineer vide letter AA/UC/20-21/NHAI/902 dated 26.03.2021 has intimated that the proposal confirms to the MoRTH guidelines requirement. This office vide letter cited (iv) above dated 08.04.2021 has requested to the applicant for depositing the License Fee/Lease rentals applicable as per Ministry guideline No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 through Bharatkosh (www.Bharatkosh.gov.in) in the name of RPAO (Regional Pay account Officer) MoRTH, Jaipur as per MoRTH Circular dated 09.08.2018 and provide copy of the receipt of amounting to Rs. 30,24,483/- as per calculation sheet attached.

Subsequently, the executing agency M/s. Kiran Infra Engineers Ltd has submitted the following:

- Licensee fee: The agency has deposited lease amount of 30,24,483/through Bharatkosh.gov.in vide transaction Ref. No. 2904210001874 dated 29.04.2021.
- Bank Guarantee: The agency has submitted Bank Guarantee No. 024BG07211160001 dated 26.04.2021 amounting to Rs. 56,00,000/- valid upto 19.04.2022 issued by Yes Bank, O-19, Corporate Service Delivery, 2nd Floor, Ashok Marg, C-Scheme, Jaipur towards execution of subjected Optical Fibre Cable in a length of 56 Km in favour of Project Director, NHAI, Udaipur (copy enclosed).

The proposal has been examined by IE as well as this office in line with MoRTH Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 and MoRTH RO letter No. RW/JAI/RJ/PS/ 2017/UTILITY/GENL dated 16.03.2017 and found in order.

In view of the above, it is recommended to accord necessary permission to ARMY (Officer Commanding, 30 Inf Bde Sig Coy, (C/o. 12 Rapid Sig Regt (AREN), Defence Services (MOD) to lay the OFC along NH-76 (New NH-27) against their aforementioned proposal.

(Lokesh Singh Purchit)

Yours faithfully

General Manager (Tech.) cum Project Director

Encl: two copies of proposal & copy of BG.

Copy to: (i) Team Leader M/s. Aarvee Associates, Udaipur - for information

(ii) M/s. Uchit Expressways Pvt Ltd, Narayanpura - for information (iii) The Officer Commanding, 30 Inf Bde Sig Coy, Pin: 908030, C/o 56 APO, Udaipur



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, उदयपुर, प्लाट नं.465, सरस डेक्सी के पास, गोवर्द्धन विलास, उदयपुर (राज.) 313001 Project implementation Unit, Udaipur, Plot No. 465. Near Saras Dairy, Govardnan Villas, Udaipur (Raj.) 313001 दूरभाष/Phone :(0294) 2980801, 2980802 ई-मेल/Email: uda@nhai.org



एक कद्भम स्वचाता की ओर

CERTIFICATE

Sub: Application for grant of permission to lay optical Fiber Cable along NH-76 (New NH-27) from Ch. 218.300 to 306.600 (Km 218.3 to 227, Km 229.8 to 245, Km 259 to 267.2 and Km 282.7 to 306.6) total 56.00 Km length in the state of Rajasthan.

- (i) Undersigned has examined the proposal of the applicant for laying of optical Fiber Cable along NH-76 (New NH-27) from Ch. 218.300 to 306.600 (Km 218.3 to 227, Km 229.8 to 245, Km 259 to 267.2 and Km 282.7 to 306.6) total 56.00 Km length in the state of Rajasthan and confirm that the standard conditions issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 has been followed.
- (ii) It is certified that any other location of utility line would be extremely difficult and unreasonable costly and installation of utility line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc.
- (iii) I will ensure supervision of the work of laying of utility and ensure that the defects in road portion after laying of utility are corrected.
- (iv) I will notify/forfeit the BG for claims for damages done/disruption in working, if any
- (v) I will ensure that proposed permission in entered the register of records.
- (vi) The record of previous approval, if any has been considered and copy of same is enclosed with the proposal.

(Lokesh Singh Rajpurohit) General Manager (Tech.) Project Director

10 lif Ede Sig Coy PIN-916030 C/s 58 APO

TOD SHEAVER

19, May 2021

Project Projector

Project Implementation Unit

Ustapar (Pet)

REGARDING ROW PERMISSION TO LAY UNDERGROUND OFC. FROM MS 218 J00 TO MS 306 G00 ON LHS ALONG NHZZ.

- 1. Print dim on the subject.
- 2 1 it is intanated that as per your demand note, the required lincense tee IMR 30.24.483/(Ruppes Thirty lac twenty four thousand four hunded eighty three only) has been deposited in the Bharat Rosh Acct having transaction reference No 2904210001874 on 29 Apr 21. The receipt of the same is enclosed for your reference.
- a Further as per demand note the required bank guarantee is also prepared for your vanication & reference.
- You are therefore requested to kindly issue the required RoW permission at the earliest, so that per can start our OFC taying work on the Route.

district Sunny

Mai

Officer Commanding



Kiran Infra Engineers Ltd.



KIEL/TCIL/NHAI/LETTER /21/22

Dated 03.05.2021

To

Mr Lokesh Singh Rajpurohit

General Manager (tech)

The PD (NHAI)

Udaipur

Subject: Reference Letter no. NHAI/UDR/C-U/OFC-Army/NH-27/62 dated 08.04.2021 regarding submission of Licence fee and Bank Guarantee for permission to lay army along NH-27

Dear Sir

In reference to above work and refered we have deposited the license fee of Rs.30,24,483/- in Bharat Khosh vide receipt no. 2904210001874 dated 29.04.2021 (copy is enclosed)

We are also enclosing BG no. 024BG07211160001 dated 26.04.2021 of Rs.56 Lakh obtaining permission to lay army OFC along NH-27 for your kind consideration please

We request you to give permission for the above rework along NH-27 so that work can started.

Thanks & Regards

M/S Kiran Infra Engineers Limited

B-141, Road No. 9-D, Vishwakarma Industrial Area, JAIPUR - 302 013 (Raj.) INDIA
Ph.: (O) +91-141-2330305, 2330427, 2331030 + Fax: +91-141-2331808, 2260073
E-mail: contact@kiraninfra.com + Website: www.kiraninfra.com
CIN: U45201RJ2906PLC022536



bharatk@sh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref. No. 2904210001874

Dated: Apr 29 2021 11:43AM

with

Received from M/S. KIRAN INFRA ENGINEERS LIMITED

Transaction Ref. No. 2904210001874

Four Thousand Four Hundred Eighty-Three Only) through Internet based Online Dated Apr 29 2021 11:43AM the sum of INR 3024483 (Thirty Lakhs Twentypayment in the account of

License fee for laying of utility services, , Officer Commanding Letter no 100/Sigs/NHs dt 10.02.2021 NHAI. Disclaimer:- This is a system generated electronic receipt, hence no physical signature is required for the purpose of authentication Printed On: 29-04-2021 11:47:19



Kiran Infra Engineers Ltd.



Date: 28/04/2021

To,
Project Director,
Project Implementation Unit,
National Highways Authority of India
10-A. Panchwati, Udaipur (Rajasthan)-313001

Sub: Regarding Submission of BG for Permission of ROW for Optical Fiber Cable construction work on NH-76 (New NH -27) from Ch. 218.300 to 306.600 (218.3 to 227, 229.8 to 245,259 to 267.2,and 282.7 to 306.6) Total 56.00 KM Length in state of Rajasthan.

Ref:- 1. NHAI/UDR/C-U/OFC-Army/NH-27/62. Dated 08.04.2021

2. Officer Commanding Letter No. 100/sigs/NFS dated -10.02.2021

3, IE Letter No. AA/UC/20-21/NHAI/902 dated - 26.03.2021

Doar Sir.

Please find enclosed here with BG No. 024BG07211160001 dated 26.04.2021 amounting to Rs. 5600000/- (Fifty Six Lakhs) against ROW permission for laying OFC cable for defense on behalf of TCIL being laid by us.

Thanking you,

Yours Sincerely

For M/s Kiran Infra Engineers Ltd

Authorized Signatory



26-APR-21

Project Director, National Highways Authority of India 10-A. Panchwati, Udaipur (Rajasthan)-313001

Our reference

: 024BG07211160001

Issue date

: 26-APR-21

Applicant Guarantee amt. : KIRAN INFRA ENGINEERS LIMITED

Amt. in words

: INR5,600,000.00

Stated Expiry date

: INDIAN RUPEES FIVE MILLION SIX HUNDRED THOUSAND ONLY : 19-APR-22

Stated Claim Expiry date

: 19-APR-23

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited

NOC Mumbai - BG desk,

YES Bank Tower, OIC , 8th floor, Senapati Bapat Read,

Elphinstone (West),

Road, Mumbai - 400013.

YES Bank Limited, NOC Gurgaon - BG desk,

DLF Cyber City, 3rd floor, Building No. 8 A,

Gurgaon - 122002.

YES Bank Limited

NOC Chennai - BG desk, One Indiabulls Park,

4th Floor, Tower B, Plot No. 14, 3rd Main

Ambattur Estate, Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. Please note that any communication/demand under this guarantee should be specifically made by the official who is authorised under the guarantee and should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

It is confirmed that

DEEPMI SHARMA 1) Mr. / Ms.

2) Mr. 1 Ms. GAURAU CHOUDHARY

who have signed the above guarantee, are authorised to sign the same on behalf of the Bank.

Authorised

: 26-APR-21

PLACE : YES BANK LTD - JAIPUR



YES BANK LIMIT ZNO FLOOR, ASKOY MUSEL, O SCHOOL

BANK GUARANTEE

To,
PROJECT DIRECTOR
PROJECT IMPLEMENTATION UNIT,
NATIONAL HIGHWAYS AUTHORITY OF INDIA
10-A. PANCHWATI, UDAIPUR (RAJASTHAN)-313001

OUR LETTER OF GUARANTEE No.: 024BG07211160001

1. In consideration of agreement for laying O.F.C. along NH-76 (New NH-27) from ch. 218.300 to 306.600 (218.3 to 227, 229.8 to 245, 259 to 267.2 and 282.7 to 306.6) total 56 Km Length in the state of Rajasthan and Head Project Kiran Infra Engineers Limited, B-141, Road No. 9D, VKI Area, Jaipur (Hereinafter called the "Contractor") We YES BANK Limited, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at YES BANK Limited, ONE International Center, Tower II, 15th Floor, Senapati Bapat Marg, Elphinstone (W), Mumbai 400 013, India, and one of its branches at O-19-A, Ashok Marg, C-Scheme, Jaipur-302001 (hereinafter called the "Bank") hereby undertake to pay the Project Director, NHAI (hereinafter called the principal) an amount not exceeding INR 5,600,000.00 (Indian Rupees Fifty Six Lakh Only) against any loss or damage caused to our suffered or would be suffered by the principal by reasons of any breach of the terms and conditions contained in the said agreement.

We Yes Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on receipt of a written demand from the Principal stating that the amount claimed is in account of making good and executed trench for laying of underground cable of proper filling and compaction as to restore the land in the same condition as it was before digging the trench, debris/loose earth produced due to execution of trenching. However, our liability under this guarantee shall be restricted to an amount not exceeding INR 5,600,000.00 (Indian Rupees Fifty Six Lakh Only). We undertake to pay to the Principal any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the (contractor(s)/supplier(s) in any proceedings pending before any court of tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the (contractor(s)/supplier(s) shall have no claim against us for making such payments.

2. We Yes Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Principal under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Principal certifies that the terms and conditions of the said Letter of Acceptance/Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee or till 19-APR-2023 (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG i.e. 19-APR-2022, whichever is earlier, we shall be discharged from all liability under this guarantee thereafter.

 The guarantee will not be discharged during its currency due to the change in the Constitution of the bank of the contractor(s).

For YES BANK LTD. (NO Page 1 of 2

4. The Guarantor/bank hereby confirms that it is on the SFMS (Structured Financial Message System) platform and shall be invariably send an advice of this Bank Guarantee to the designated bank of NHAI after obtaining detail thereof from NHAI.

Sr. No.	Particulars	Details
1.	Name of Beneficiary	Project Director, NHAI, Uadaipur
2.	Name of bank	Canara Bank, Udaipur
3.	IFSC Code	CNRB0000169
4.	Branch Name	7, Sethji ki Bari, Madhuban, Udaipur- 313001
5.	Account No.	0169201103054

- 5. This Guarantee shall also be operatable at our Branch Yes Bank Limited O-19-A, Ashok Marg, C-Scheme, Jaipur-302001. From whom confirmation regarding the issue of the guarantee or extension renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed the said branch shall accept such invocation letter and make payment of amount so demand under said invocation.
- We YES BANK Limited lastly undertake not to revoke this guarantee during its currency
 except with the previous consent of the Principal in writing
- 7. This Bank Guarantee is valid until 19-APR-2022

Notwithstanding anything contained herein:

- Our liability under this guarantee shall not exceed INR 5,600,000.00 (Indian Rupees Fifty Six Lakh Only).
- This Bank Guarantee shall be valid up to 19-APR-2022 and
- 3. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before 19-APR-2023 (being the date of expiry of claim period which in no case should be less than 1 year from the date of expiry of validity period of BG as per clause it above) at YES BANK Limited, O-19-A, Ashok Marg, C-Scheme, Jaipur-302001.

AUTHORIZED SIGNATORY
PLACE: TATPUR
DATE: 26104 (2002)
NAME: DE ETATI SHARMA
DESIGNATION: DIM

AUTHORIZED SIGNATORY
PLACE: Japun
DATE: 26/64/202/
NAME: GOLLIAN CLOUBLARY
DESIGNATION:
AND





FOR YES BANK LTT

FOR YES BANK LTD

Authorised Signatory



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, उद्यपुर, प्लाट नं.465, सरस डेबरी के पास, गोवर्द्धन विलास, उद्यपुर (राज.) 313001 Project Implementation Unit, Udaipur, Plot No. 465, Near Saras Dairy, Goverdnan Villas, Udaipur (Raj.) 313081 दरभाष/Phone: (0294) 2980801, 2980802 ई-मेल/Email: uda@nhai.org





NHAI/UDR/OFC/BG Conf./2021/2 49

31.05.2021

The Chief Manager Canara Bank UDAIPUR

Sub: Confirmation of Bank Guarantee issued by Yes Bank, Ashok Marg, C-Scheme, Jaipur on behalf of M/s. Kiran Infra Engineers Ltd, Jaipur towards laying of OFC along NH-76 (New NH-27)

Ref: Bank Guarantee No. 024BG07211160001 dated 24.04.2021

Sir,

M/s. Kiran Infra Engineers Ltd, Jaipur vide letter dated 28.04.2021 has submitted the following Bank Guarantee issued by ICICI Bank, M.G. Road, Gurugram towards laying of OFC along NH in favour of National Highways Authority of India, Udaipur as detailed below:

B.G. No.	Dated	Amount	Valid upto
024BG07211160001	26.04.2021	56,00,000/-	19.04.2022

You are requested to please confirm the issuance of above Bank Guarantee through SFMS Systems.

(Lokesh Singh Rajpurohit) General Manager (Tech.)

Project Director

Yours faithfully,

Encl: copy of BG No. 024BG07211160001 dt. 26.04.2021.

Copy to : M/s. Yes Bank, Ashok Marg, C-Scheme, Jaipur

TEST BAN YES BANK LIMIT



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड्क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, उदयपुर, प्लाट नं.465, सरस डेयरी के पास, गोवर्ज्जन विलास, उदयपुर (राज.) 313001 Project implementation Unit, Udaipur, Plot No. 465, Near Saras Dairy, Goverdnan Villas, Udaipur (Raj.) 313001 दरभाष/Phone:(0294) 2980801, 2980802 ई-मेल/Email: uda@nhai.org





NHAI/UDR/C-U/OFC-Army/NH-27/62.

08.04.2021

The Officer Commanding 30 Inf Bde Sig Coy Pin: 908030 C/o 56 APO Udaipur

Application for grant of permission to lay optical Fiber Cable along NH-76 (New NH-27) from Ch. 218.300 to 306.600 (218.3 to 227, 229.8 to 245, 259 to 267.2 and 282.7 to 306.6) total 56.00 Km length in the state of Rajasthan.

(i) Officer Commanding letter No. 100/Sigs/NFs dated 10.02.2021.

(ii) IE letter No. AA/UC/20-21/NHAI/902 dated 26.03.2021

Sir,

This is in reference to your letter cited (i) vide which the proposal for grant of permission to lay optical Fiber Cable along NH-76 (New NH-27) from Ch. 218.300 to 306.600 (218.3 to 227, 229.8 to 245, 259 to 267.2 and 282.7 to 306.6) total 56.00 Km length in the state of Rajasthan

The above proposal was examined by Independent Engineer, M/s. Aarvee Associates in accordance with MoRT&H Guideline dated 22.11.2016 and submitted the report vide letter under reference (ii) above along with calculation of license fee & Performance Guarantee payable (copy enclosed).

It is, therefore, requested to deposit lease amount of Rs. 30,24,483/- through "Bharat kosh" Portal (www.Bharatkosh.gov.in) in the name of RPAO (Regional Pay account Officer) MoRTH, Jaipur as per MoRTH Circular No. RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016 and provide copy of the receipt.

Further, it is also requested to submit performance Bank Guarantee @ Rs. 100/- per route meter as per Ministry's Circular No. RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016 amounting to Rs. 56,00,000/- (56000 m x Rs. 100/-) valid for a period of one year in favour of Project Director, NHAI, Udaipur.

Yours faithfully,

MIMINO (Lokesh Singh Rajpurohit) General Manager (Tech.) Project Director



Independent Engineer for 6-Laning of Chittorgarh - Udaipur section of NH-76 in the state of Rajasthan on DBFOT (Toli) mode under NHDP Phase V (Package-III)

Letter No. AA/UC/20-21/NHAI/902

To,
The Project Director,
Project Implementation Unit,
Plot no. 465 Beside Saras Dairy,
Goverdhan Villas, Udalpur,
Rajasthan - 313002
Email - uda@nhal.org

Sub: Six Laning of Chittorgarh – Udalpur Section of NH-76 from Design Chainage Km 214.870 to Km 308.370 in the State of Rajasthan (Length 93.500 Km) On DBFOT (Toil) Mode Under NHDP Phase-V (Package – III) – Reg: Revised application for grant of permission to lay optical Fiber Cable from MS 218.300 to MS 306.600 on LHS along NH-27 (Total 65.850 Km. in the State of Rajasthan).

Date: 26.03.2021

ef: 1. PIU's letter no. NHAI/UDA/C-U/OFC - Army/NH-27/2273, dated 24.02.2021.

2. Our letter no. AA/UC/20-21/NHAI/866, dated 08.02.2021

3. PIU's letter no. NHAI/UDA/OFC/NH-27/1711, dated 12.01.2021.

4. NHAI RO Jaipur letter no. 3030, dated 15.12.2020.

5. MoRTH, RO Jaipur letter no RW/JAI/RJ/Misc./2020/Part-III/4213, dated 25.11.2020.

Dear Sir,

This is in reference to your letter cited 1st vide which you have requested to submit the revised calculation of License Fee & Bank Guarantee in accordance with MoRTH circular no. RW/NH-33044/29/SO&R(R) dated 22.11.2016, Accordingly the revised calculation of License Fee based on attached DLC rate certification is as under for your necessary action in the matter:-

				Calcula	tion For L	icense fe	e			
SL No.	Chai From	nage To	Village Name	Length in Village Kms	Length In Mt (A)	Duct dia. (B)	Area in Sq. Meter (C)=A*B	Area in Sq Feet (D)= C* 10.7639	DLC Rate (E) Sq.	License Fee (F)= D*E
1	218.3	219.17	Devri	0.87	870	0.040	34.8	374.58372	Feet 72	26970.028
2	219.17	221.47	Panchdevia	2.3	2300	0.040	92	990.2788	162	160425,166
3	221.47	222.72	Sarlai	1.25	1250	0.040	50	538.195	162	87187.590
4	222.72	225.57	Hoda	3.85	3850	0.040	154	1657.6406	162	268537.777
5	226.57	227	Delwas	0.43	430	0.040	17.2	185,13908	162	29992.531
6	229.8	230.57	Bhutia khurd	0.77	770	0.040	30.8	331.52812	162	53707.555
7	230.57	234.72	Bansen	4.15	4150	0.040	166	1786.8074	243	434194.198
8	234.72	236.37	Nardhari	1.65	1650	0.040	66	710.4174	84	59675.062
9	236.37	239.72	Bagund	3.35	3350	0.040	134	1442.3526	112	161544.611

to 81000

Project Office :

H. No. 92-93, G - Block, Ashirwad Nagar, Keshav Nagar, University Road, Udaipur - 313001, Rajasthan. Tel: 0294 - 6501150 e-mail; IE2092chittorgarh@aarvee.net

Head Office :

Ravula Residency, Srinaga: Colony Main Rd., Hyderabad - 500 082, India. CIN: U74200TG2005PTC045491 Tel: +91-40-23737633; 48463456; Fax: +91-40-23736277; e-mail: aarvee@aarvee.net; web: www.aarvee.com

	[C] License fee for public utilities = License Fee for five years [B] * 33%									3024482.872
	[B] License Fee for five years = License Fee(Rs/Sqf/Month)[A] * (5*12)									9165099.61
	[A] License Fee(Rs/Sqf/Month) = (Utilized land Area x DLC Rate of land per unit area)/(10x12)								152751.660	
					56000					18330199.22
25	304.205	306.6	Debari	2.395	2395	0.040	95.8	1031.1816	3372	3477144.42
24	301.87	304.205	Tulsidas JI KI serei	2.335	2335	0.040	93.4	1005.3483	1084	1089797,514
23	297.922	301.87	Dabok	3,948	3948	0.040	157.92	1699,8351	1439	2446062.692
22	296.9	297.922	Naharmangra	1.022	1022	0.040	40.88	440.02823	264	116167,453
21	294.07	296.9	Ghanoli	2,83	2830	0.040	113.2	1218,4735	983	1197759.431
20	291.87	294.07	Dharoli	2.2	2200	0.040	88	947.2232	834	789984.149
19	290.312	291.87	Bamarasiya	1.558	1558	0.040	62,32	670.80625	834	359452:411
18	289.172	290.312	Sarai	1.14	1140	0.040	45.6	490.83384	834	409355,423
17	287.71	289.172	Rohikhada	1.462	1462	0.040	58.48	629,47287	725	456367.832
16	283.182	287,71	Bhatewar	4.528	4528	0.040	181.12	1949.5576	953	1857928.362
15	-282.7	283.182	Khokarwas	0.482	482	0.040	19.28	207.52799	953	197774.176
14	263.87	267.2	Badgaon	3,33	3330	0.040	133.2	1433,7515	605	867419.645
12	260.57	263.87	Narayanpura	3.3	3300	0.040	132	1420.8348	605	859605.054
	259	260.57	Banjaron Ka Khera(Idra)	1.57	1570	0.040	62.8	675,97292	459	310271.570
11	243.77	245	Khokhariya Kheri	1.23	1230	0.040	49,2	529,58388	88	46603.381
10	239.72	243,77	Bhadsoda	4.05	4050	0.040	162	1743.7518	1357	2366271.193

Note: The Lincense fee is calculated as per the NHAI guidelines RWINH-33044/29/2015/S&R(R) Dated: 22nd November, 2016. Clause no 5.1. The width is taken as the outer diameter of the utility duct i.e. 0.04 m or 4 cm or 40mm. The guidelines may be referred for the reference.

License fee calculation and Bank Guarantee amount are as follows:-

Note: The License fee is calculated as per the NHAI guidelines RWINH-33044/29/2015/5&R(R) Dated: 22nd November, 2016. Clause no 5.1. The width is taken as the outer diameter of the utility duct i.e. 0.04 m or 4 cm or 40mm. The guidelines may be referred for the reference.

for Showing

* Bank Guarantee to be collected = Rs. 100 X Length of the HDD Pipe = Rs. 100 X 56000m = Rs. 5600000/- or say Rs 56 Lacs

This for your kind information.

Assuring you our best services at all the times.

For Aarvee Associates Architects Engineers & Consultants Pvt. Ltd.

G.T. Patil Team Leader

Encl: Line Diagram & DLC rates.

Copy to:

1. The Authorized Signatory, UEPL, Udaipur (with request for necessary compliance).

2. Authorized Signatory, M/s Aarvee Associates Architects Engineers & Consultants Pvt. Ltd., Hyderabad.

30 Inf Bde Sig Coy Pin 908030 C/o 56 APO

100/Sigs/NFS

To,

3 \ Jan 2021

Project Director National Highway Authority of India Udaipur

ROW Application for permission to lay underground optical fibre cable from MS 218.300 To MS 306/600 on LHS along NH-27 length

- 1. Refer: ROW Application 100/Sigs/NFS submitted on 20-11-2020
- Referring the above ROW application, it is requested that kindly consider to-drop the following chainages from the ROW application submitted earlier.

Sr No	To KMS	From KMS	
1	275.25		Length in Meters
2		275	250
	275	272.5	2500
3	270.8	270.5	The state of the s
4	259	256.1	300
5	250.6		2900
6		249	1600
U	247.3	245	2300

3 Referring the above ROW application only consider the following chainages for granting the ROW permission.

Sr No	To KMS	From KMS	l anoth in 88 4
1	306.6	282.7	Length in Meters
2	267.2		23900
0	The state of the s	259	8200
3	245	229.8	15200
4 i	227	218.3	8700
		Total	56000

Officer Commanding

Date:

Place: Udaipur

officer Commanding -

ा अधीनदी विकेश स्थानस राज्यानी

Copy to: Chief Engineer - Regional Officer, MoRTH, DCM Road, Jaipur

30 Inf Bde Sig Coy Pin 908030 C/o 56 APO

100/Sigs/NFS

ر Feb 2021

To,
The Chief Engineer –Regional Officer,
Ministry of Road Transport & Highway (MoRTH),
DCM, Ajmer Road,
Jaipur -302019 (Rajasthan)

Sub: ROW Application for permission to lay underground optical fibre cable from MS 218.300 To MS 306/600 on LHS along NH-27 length (Total 56.000 Km in patches)

TO WHOM SO EVER IT MAY CONCERN

- Project NFS involves laying of 57015 kms of OFC across the country for strategic communication network of Ministry of Defence. The project is being executed by Bharat Sanchar Nigam Limited (BSNL) for the Ministry of Defence.
- This is to certify that M/s Telecommunication Consultants India Limited (TCIL) is implementing this project vide purchase order no: CT/PO/04/2014-15 dated 09sep-2014 issued by BSNL, Corporate office, MM Section, Bharat Sanchar Bhawan, Janpath, New Delhi, In Rajasthan for the OFC Link ID 1005 Udaipur to Kota. M/s TCIL has further sub contracted OFC maintenance work to M/s Kiran Infra Engineers Ltd vide Purchase order no. TCIL/15/1769/1/17-MM/1097/03P dt 26-04-2018.
- 3. It is further certified that the ROW charges as per existing policy on actual basis will be paid by M/s Kiran Infra Engineers Ltd.
- 4. You are hereby requested to issue the necessary Right of way (ROW) to the M/s Kiran Infra Engineers Ltd. OFC maintenance work will be carried out by M/s Kiran Infra Engineers Ltd for laying of OFC in Rajasthan for the OFC link between Udaipur to Kota MS 218.300 To MS 306/600 on LHS along NH-27 length (Total 56.000 Km in patches) details of sections/milestone is enclosed at Annexure-1.
- This Project is of strategic Importance to the Indian Defence Forces. Hence, It is requested that RoW clearance may please be given expeditiously.

Station :	
Dated :	

(Signature of the Applicant)

Seal (in case other than individual)

CHECK-LIST

Guidelines for processing the proposal for laying of utility line in the land along national highways vested with NHAI/PWD/BRO.

General Information: -

1	Name and address of the applicant/agency	Officer Commanding, 30 Inf Bde Sig Coy, (C/o 12 Rapid Sig Regt (AREN),), C/o 56 APO
2	National highway no.	NH-27
3	State	Rajasthan
4	Location	MS 218.300 to 227.000, 229.800 to 245.00, 259.000 to 267.200, 282.700 to 306.600, on LHS along NH-27 Total Length 56.000 Km
5	Chainage in km	MS 218.300 to 227.000, 229.800 to 245.00, 259.000 to 267.200, 282.700 to 306.600, on LHS along NH-27 Total Length 56.000 Km
6	Length in Mtrs.	56000 Mtr
7	Width of available ROW in both side	
8	Side of NH(left or right side of NH towards increasing change/km direction)	MS 218,300 To MS 306/600 on LHS
9	Name of highway authority of NHAI/PWD/BRO.	NHAI PIU Udaipur
10	Highway administration address	O/o Regional Officer, DCM, AJMER ROAD, JAIPUR 302019

National Implementation unit, Udalpur

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Sr. No	Item	Measurement Observations as per site conditions	MORTH Norms	Whether complying with MORT Norms
1	Details of already laid utility service, if any	Enclosed	Enclosed	
2	Whether up gradation of the stretch in near future is proposed or not	No .		
	(a) if yes, provision of utility adversely affect the plan of up- gradation		Not affect plan of up gradation	
3	Laying of the utility service along the national highways	MS 218.300 to 227.000, 229.800 to 245.00, 259.000 to 267.200, 282.700 to 306.600, on LHS along NH-27 Total Length 56.000 Km		
		*	y Sun I Dom	
			jaga	
3.1	Location of proposed utility service along the stretch	Close to the Extreme edge of the Row.	Utility duct/beyond the toe line of the embankment and drains, and close to the extreme edge of the row.	
3.2	Depth of top of utility service from ground level	1.65 Mtr.	0.6 meter	
3.3	Mechanism for crossing water channel	Enclosed	Through utility duct (if provision exists) or beneath the bed of water channel	
3.4	Whether ROW is restricted in this stretch?	No		2
3.4.1	If yes, whether provision of land acquisition is required to lay utility			
	(a) if yes, undertaking for land acquisition along with relevant LA detail has been furnished			
3.4.2	Width of concrete duct, if utility services are proposed to be laid in concrete ducts	N/A N/A N/A N/A N/A	Not less than one lane	

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	Laying of utility services across the NH		David Color	
1	Whether existing drainage structures is allowed to carry the utility line	.,,	Not to be allowed	
.2	Proposed crossing of utility service	As per Drawing enclosed	Perpendicular to NH	
.3	Type of casing pipe/conduit carrying the utility line.	N/A	Steel, cast Iron, or reinforced cement concrete and have adequate strength	
1.4	Whether ends of the casing/conduit pipe are sealed from the outside	YES	Sealed	
1.5	Length of casing/conduit pipe crossing NH	As per Drawing enclosed	Extend from drain to drain in cuts and toe to toe of slope in the fills	
4.6	Depth of top of the casing/conduit pipe.	1.65 Mtr	At least 1.2 m below the top of subgrade	
4.7	Crossing methods in case of cc	HDD	Only boring method (HDD)	
4.8	Horizontal and vertical clearances in case utilities are allowed overhead	N/A	In accordance with IRC codes.	
5	Documental/drawings enclosed with the proposal	YES		
5.1	Cross-section Showing the size of trench for open trenching method	N/A	Enclosed, if applicable	
	(a) Trench width	As per Drawing enclosed	More than 30cm and less than 60cm wider than the outer diameter of the utility pipe.	
	(b) Filling of trench	As per guidelines	As per ministry guidelines vide letter No RW/NH- 34044/29/21015/S &R (R) date 22.11.2016	
	(c) Location of trench	Extreme edge of the ROW	the ROW	
5.2	Cross section showing the size of pit and location of conduit for HDD method	Drawing Enclosed	Enclosed if applicable	
5.3		Enclosed	Enclosed	

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Project Director of India
Project Director of India
Project Implementation Unit, Udalpul
Project Implementation Unit, Udalpul



	ROW, distance of proposed utility from the edge of ROW, important mile stone, intersections, cross drainage words etc.	THE MESSAGE		
5.4	Plan and profile drawing of stretch showing cross section of road at 20m distance along with ROW and proposed utility	Enclosed	Enclosed	
6	Methodology for laying of utility line	Enclosed	Enclosed	
7	Draft licence agreement is as per ministry guidelines vide letter No. RW/NH-34044/29/2015/S&R (R) dated 22.11.2016 and signed by two witnesses	Enclosed	Enclosed	
8	License fees in favour of MoRTH/RPAO jaipur	As per Rule	As per ministry vide circular letter No. RW/NH- 34044/29/2015/S &R (R) dated 22.11.2016	
9	Whether bank guarantee has been obtained	As per Rule	As per ministry vide circular letter No. RW/NH- 34044/29/2015/S &R (R) dated 22.11.2016	
	(a) If Yes, Whether confirmation of bank guarantee has been obtained			
10	Affidavit/Undertaking from the applicant for			
10.1	Undertaking for not to damage other existing utility, if damaged then to pay the losses to either to pay the losses to either to MoRTH/NHAI or to the concerned agency.		Enclosed	
10.2	Undertaking for renewal of bank guarantees and when asked by NHAI/MoRTH	Enclosed	Enclosed	
10.3	Undertaking for confirming all standard condition of MoRTH/NHAI guidelines	Enclosed	Enclosed	

Project Implementation Unit, Udaipur

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10.4	Undertaking for shifting of utility as and when asked by MoRTH/NHAI within a month at their own cost.	Enclosed	Enclosed
10.5	Undertaking for Indemnity against all damages and claims.	Enclosed	Enclosed
10.6	Undertaking for management of traffic movement during laying of utility line without hampering the traffic	Enclosed	Enclosed
10.7	Undertaking that if any claim is raised by the concessionaire/contractor then the same has to be paid by the applicant	Enclosed	Enclosed
10.8	Undertaking that the applicant has obtained various safety clearances from the representative authorities such as directorate of electricity, chief controller of explosives, petroleum and explosive safety organization, oil industry safety directorate, state/central pollution control board and any other statutory clearances applicable, before applying to high way administration.	Enclosed	Enclosed

The Right of the Way (ROW) of the National highway available at the proposed location from the centreline of divided carriageway is (.....) meters (from centre of ROW to edge of ROW towards proposed utility)

The above particulars along with the drawings and documents have been verified and certified as

correct as per prevailing site conditions.

[Name Designation and signature of the authorized representative of

applicant Jamile में John Tranding प्राचनिक्त दिवोड विश्वान कम्पनी [Name Designation and signature of concerned field authority of NHAI/PWD/BRO]

Coop



Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R (R) dated 22.11.2016

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

Agreement to lay Telecom cable/OFC cable/electrical cable/pipeline/ducts etc. From MS 218.300 to 227.000, 229.800 to 245.000, 259.000 to 267.200, and 282.700 To MS 305.600 on LHS along NH-27 Total Length 56.000 Km of NHAI Land.

This Agreement made this ______day of ______month of ______year between Ministry of Road Transport and Highway acting in his executive capacity through National Highway Authority of India (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 and Officer Commanding 30 Inf Bde Sig Coy, (C/c 12 Rapid Sig Regt (AREN)), Defence services (MOD) Government of India (OFC work being executed by M/s TCIL against BSNL Purchase Order No. CT/PO/04/2014-15 dated 09-Sep-2014 (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Where the Authority is responsible inter-alia, for development and maintenance of land in MS 218.300 to 227.000, 229.800 to 245.000, 259.000 to 267.200, and 282.700 To MS 306.600 on LHS along NH-27 Total Length 56.000 Km of NHAI Land.

Mod Capt Mod Capt of Capt manifest of Capt manding to Capt Table Report Boots to BDE SIO COV And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and condition hereinafter mentioned.

Now this agreement witnessed 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 permission to lay utility services as per the approved drawing attached hereto subject to the following conditions namely.

- 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 acidity 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 requirement 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 under taking 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, erosion, 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. to the authority. The license fee shall become payable from date of handing over of RoW land to the licensee, for laying of utilities/cable/conducts/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 grated for entering into a licensee agreement. In case of renewal, tare prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In case 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 carriage way, control 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 RcW 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 need to ensure that maintenance of the utility services shall not interfere with the safe and smooth for traffic. The cost of operation and maintenance will have to be come by the licen.

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- 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 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 shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structure shall not be allowed to carry the lines across.
- 13. The top the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2 m below the top the grade or the existing ground level whichever is lower subject to being at lease 0.3 m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 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 French. 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 least 30 cm but not more than 60 cm 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 to a depth not less than 30 cm. It shall consist of granular material free of lump 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 15 cm 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 pending 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 specification 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 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 meter, Rs. 100 / per 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 compactor; tamages caused to other underground installation/utility services & interference intermediate agency or allege size story.

failure caused there of to any services etc. in case of the licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, 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 license 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 of extend the guarantee or extend the guarantee for a further period of one year. Not with standing this the licensee shall be liable to pay full compensation to the aggrieved authority its designated agency for any damage sustained by them by them by reason of the exercise of the RoW facility.
- 21. The Licensee shall shift the utility services within 90 days for (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 form the respective agency in coordination with Authority regarding the location of other utilities/underground installation/facilities etc. The Licensee shall ensure the safely 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 mages 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 god such damage/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 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 it self or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards. In case of the licensee falling to discharge the obligation making good of the excavated trench/other restoration work the authority shall have a right to make good the damage 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.

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- 28. The licensee shall indemnify the concerned agency in co-ordination with authority against all damages and claims if any due the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 year at a time which and there after be considered for renewal. On payment of additional fee at the time of renewal the permission shall automatically be renewed unless defaults exists. 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.
- The licensee shall not undertake any work of shifting repairs 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 there of 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 he 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 shall provide reasonable assistance necessary to carry out there respective duties and functions.
- 37. The utility services shall not be made operational by Licensee unless a completion certificate to the effect that the utility service has been laid in accordance with the approved specifications and drawing and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the authority has been obtained. Notwithstanding any thing 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 economic design, construction, commissioning, operation repair and which practices methods and standards shall be adjusted as necessary to take account of.
 - a. operation repair and maintenance guidelines given by the manufactures
 - 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 provided safety measures like barricading danger lighting and other necessary caution boards while executing the work.

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- 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 work 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 50 m away form 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/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 WHERE OF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

BY SHRI_________(Signature, name & address with stamp)

SIGNED ON BEHALF OF S (LICENSEE)

(Signature, name & address with stamp)

IN THE PRESENCE OF (WITNESSES):



Undertaking for ROW application for permission to lay underground optical fibre cable from MS 218.300 to 227.000, 229.860 to 245.000, 259.000 to 267.000, and 282.700 To MS 306.600 on LHS along NH-27 Total Length 56.000 Km

10. Affidavit/Undertaking from the applicant for

- 10.1 Undertaking for not to damage other existing utility, if damaged then to pay the losses to either to pay the losses to either to MoRTH/NHAI or to the concerned agency.
- 10.2 Undertaking for renewal of bank guarantees and when asked by NHAI/MoRTH.
- 10.3 Undertaking for confirming all standard condition of MoRTH/NHAI guidelines.
- 10.4 Undertaking for shifting of utility as and when asked by MoRTH/NHAI within a month at their own cost.
- 10.5 Undertaking for Indemnity against all damages and claims.
- 10.5 Undertaking for management of traffic movement during laying of utility line without hampering the traffic.
- 10.7 Undertaking that if any claim is raised by the concessionaire/contractor then the same has to be paid by the applicant.
- 10.8 Undertaking that the applicant has obtained various safety clearances from the representative authorities such as directorate of electricity, chief controller of explosives, petroleum and explosive safety organization, oil industry safety directorate, state/central pollution control board and any other statutory clearances applicable, before applying to high way administration.

(Name Designation and

signature of the authorized representative of applicant]

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CERTIFICATE

- Undersigned has examined the proposal of the applicant for laying of OFC Cable 218.300 To MS 306/600 on LHS along NH-27 length (Total 56.000 Km in patches) and confirm that the all standard condition issued vide ministry circular No.RW/NH-34044/29/2015/S&R (R) dated 22.11.2016 has been followed.
- It is certified that any other location of utility line would be extremely difficult and unreasonable costly and installation of utility line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc.
- I will ensure supervision of the work of laying of utility and ensure that the defects in road portion after laying of utility are corrected.
- I will notify/forfeit the BG for claims for damages done/disruption in working, if
- I will ensure that proposed permission in entered the register of records. 5.
- The record of previous approval, if any has been considered and copy of same is 6. enclosed with the proposal.

Name Designation and signature of concerned field authority of

NHAI/PWD/BRO]

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Methodology of Laying of OFC - Open Trenching & Trenchless (HDD)

Trenching Method:

Laying of Optical Fiber Cable along NH 27 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.

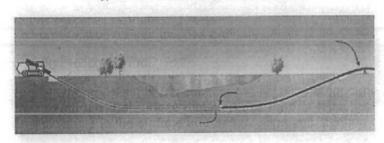
Trench Filling Method:

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:



Annexure-1

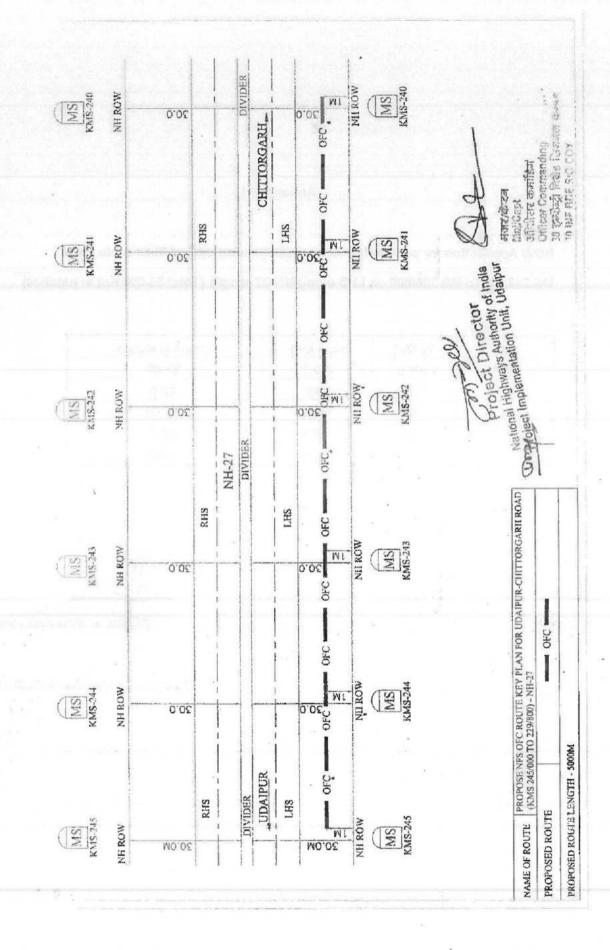
ROW Application for permission to lay underground optical fibre cable from MS 218.300To MS 306/600 on LHS along NH-27 length (Total 56.000 Km in patches)

S.No.	To KMS	From KMS	Length in Meters
1	306.6	282.7	23900
2	267.2	259	8200
3	245	229.8	15200
	227	218.3	8700
		Total	56000

The life of the Applicant)

Seal (in case other than individual)

PROPOSED NES OFC ROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARH ROAD (KMS 245/000 TO 229 800) - NH-27

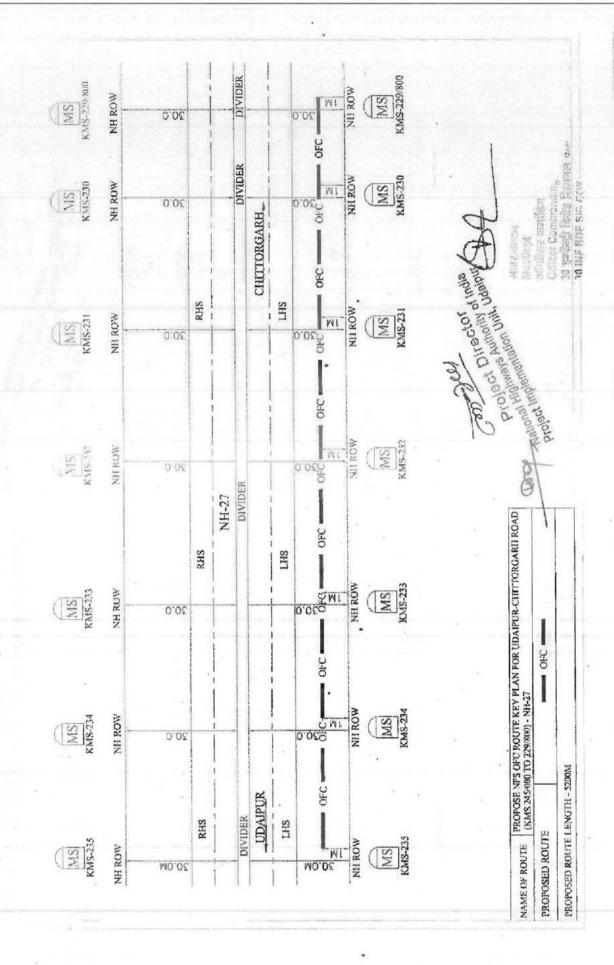


PRÓPOSED NES OFCROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARH ROAD (KNIS 245/000 TO 224 800) - NH-27

SI MS RMS-236	SOW NH ROW	0.05	RHS	DIVIDER	CHITTORGARH	HS	CS OFC OFC NIT BOW		KMS-236 KMS-235	7	MajiCript Mislare contisu	Cilicar Commanding	NF RC
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MS	NH ROW	0.05	RHS	NH-27 DIVIDI		LHS	OFC OFC OFC	NILKOW	KMS-238		UDAIFUR-CHITTORGARII ROAD	\	
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MIS KMS-240	NH ROW	30.0M	RHS	DIVIDER	UDAIPUR	SET	M0,05	NH ROW	KMS-240	W .	NAME OF ROUTE (KMS 245/000	PROPOSED ROUTE	PROPOSED ROUTE LENGTH - 5000M

PROPOSED NESTORC'ROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARII ROAD (KMS 245/000 TO 229 800) - NH-27

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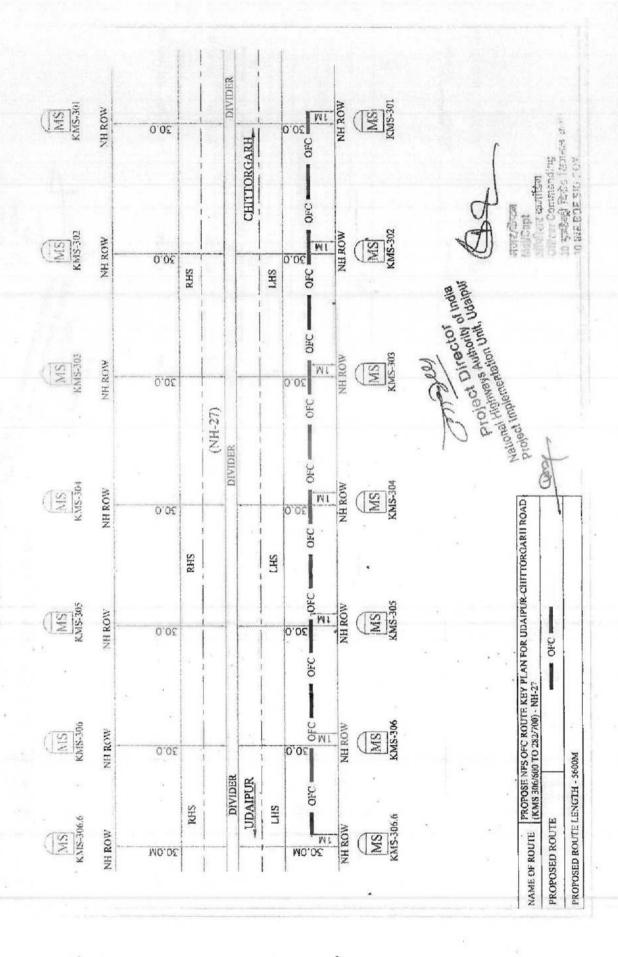


PROPOSED NFS OFC ROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARII ROAD (KMS 306/600 TO 282 700) - NII-27

N.N.S. SNC	NIS KVIS-288	MS KMS-287	KMS-286	MS KMS-285	57.51.5	KAIS-283	MS KMS-282700
	NH ROW	NH ROW	MH ROW	NH ROW	VIJROW	NH ROW	NH ROW
	0.05	0.05	0.05	0.05	0.08	0.05	0.05
RHS			RHS		RHS		
				NH-27)		d Delization	0.00
DIVIDER			DIVIDER		CHILL	CHITTORGARH	+
LHS		7	THS		LHS		
20 OKC	0.050	OFC OFC	OFC 30.0	0.05 MH 00+C	OFC SO OFC	OFC 30.0	O.OS 30.0
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KNS-289	KMS-288	KMS-287	KMS-286	CAN DIFFECTOR	9	SOZ-GIAN	KARIS-Late. 1117
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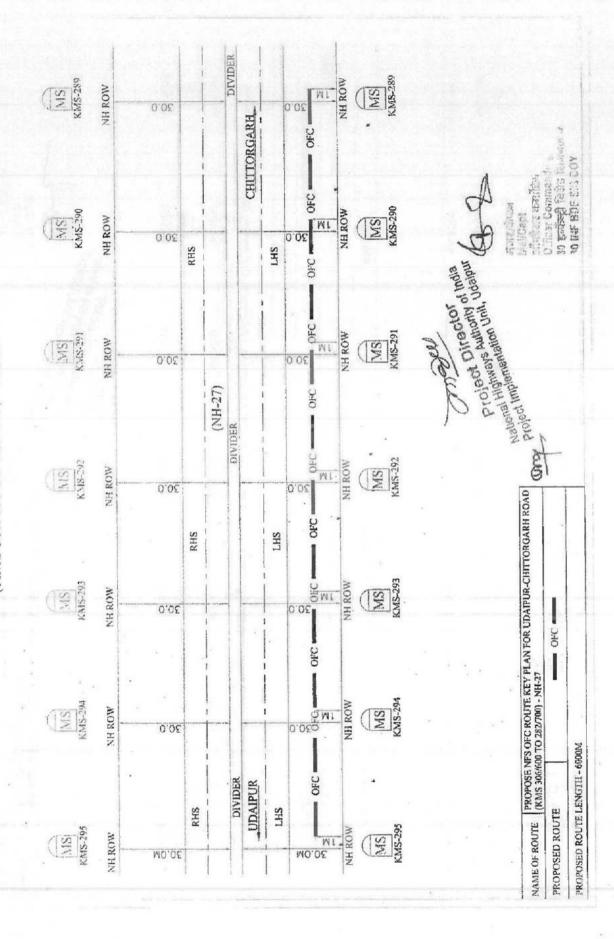
PROPOSED NFS OFC ROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARH ROAD (KMS 306/600 TO 282/706) - NH-27

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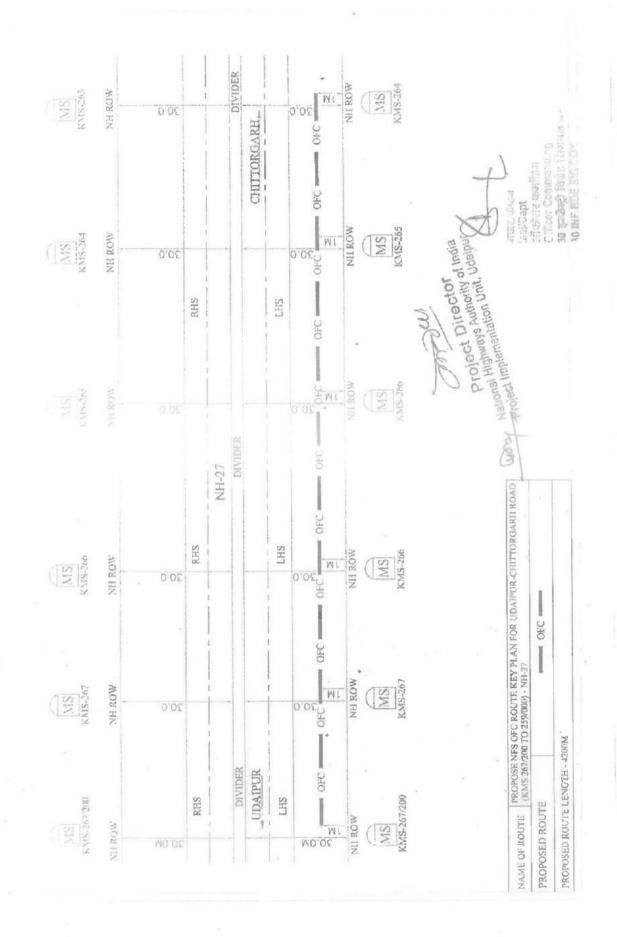


PROPOSED NFS CFC ROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARH ROAD (KMS 306/600 TO 282 700) - NH-27

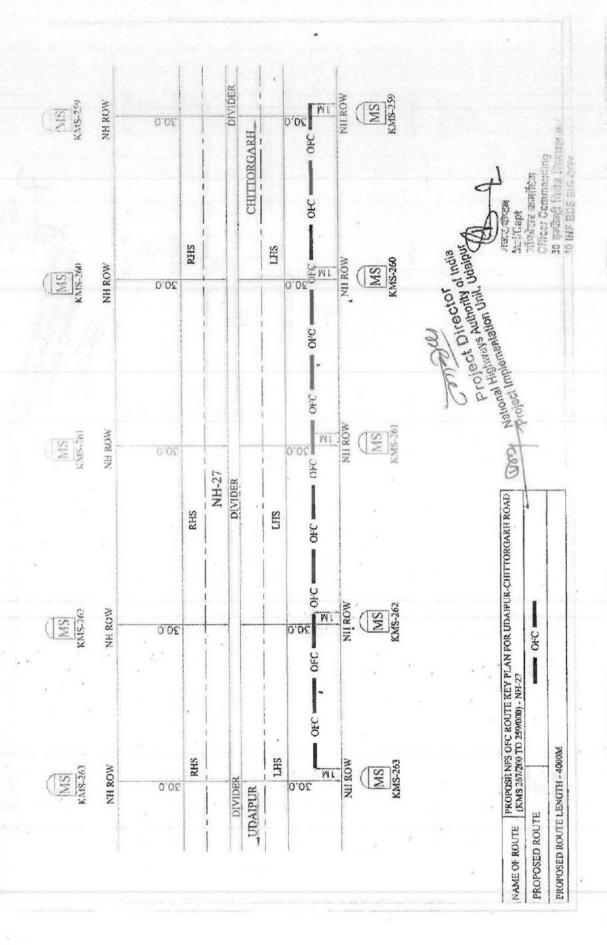
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PROPOSED NFS OFCIROUTE DETAILED KEY PLAN FOR UDAIPUR-CHITTORGARH ROAD (KMS 267/200 TO 259/000) - NII-27



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KNS-226	NH ROW	0.08		regulation and annual control of the state o		and designated by the commencement	OFC OFC	NII ROW	MS KMS-226		PROPOSE NFS OFC RÖUTF KEY PLAN FOR UDAIPUR-CHITTORGARII ROAD (KMS 227/000 TO 218/300) - NH-27	OFC	M
KNF6.727	NH ROW	М0.0Σ	RHS	8901710	UDAIRUR	LHS	30.0M	NILROW	MS KMS-227		NAME CHEROUTE (KMS 227/000	PROPOSED ROUTE	PROPOSED ROUTE LENGTH - 5000M

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