

No. RO/MUM/Laying Utility/MAH/2021-22/OFC - P-47/3775

Office of the Chief Engineer

Government of India,

Ministry of Road Transport & Highways

(Regional Office, Maharashtra, Goa)

Room No. 508 & 509, Konkan Bhavan, 5th Floor, Sector-6, C.B.D, Belapur, Navi Mumbai- 400614

Tel:- 022-27562370, 27562369, Email:- romum-morth@gov.in; romorthmumbai@gmail.com

Date: 30.05.2022.

INVITATION OF PUBLIC COMMENT'S

Subject: - Proposal for Permission to carry out replacement of Damaged Optical Fiber Cable (OFC) for Bharat Broadband Network Limited (Govt.of India Enterprise) along Nandgaon Peth - Morshi road, section of NH-353-K at Ch.in Km, 39/130 (Simbhora) to 54/500 (Umerkhed Phata) and NH-353-J at Ch. In Km, 0/00 (Morshi) to 16/510 (Khed Phata) in Taluka-Morshi, District: Amravati in the State of Maharashtra. Applicant: M/s Bharat Broadband Network Limited, Nagpur.

The Superintending Engineer (NH) Nagpur, vide letter No. SE-NH/HDM /2022 /OFC-12 /Morshi Block/Amravati/2022/836. dated. 26.04.2022. has submitted proposal for Permission to carry out replacement of Damaged Optical Fiber Cable (OFC) for Bharat Broadband Network Limited (Govt.of India Enterprise) along Nandgaon Peth - Morshi road, section of NH-353-K at Ch.in Km, 39/130 (Simbhora) to 54/500 (Umerkhed Phata) and NH-353-J at Ch. In Km, 0/00 (Morshi) to 16/510 (Khed Phata) in Taluka-Morshi, District: Amravati in the State of Maharashtra- sought NOC.

2. As per guideline issued by Ministry vide letter no. RW/NH-33044/29/2015/S&R(R), dated 22.11.2016 according to which for cases, Highway Administrator will make in Ministry website the complete application for public comments and comments will be invited within 30 day's from the day of uploading.

3. In view of above, the comments of the public on the above proposal is invited to this office. The detailed proposal submitted by applicant is online available at www.morth.nic.in.

Yours faithfully,

Encl: As above


(Prakash Ambhore)
Sr, Technical Assistant.
For CE-RO, MoRTH Mumbai.
30.05.2022.

Copy to:

- 1) Senior Technical Director, NIC, MoRTH, Transport Bhawan, New Delhi - For uploading on Ministry's website.
- 2) Superintending Engineer (NHC) PWD, Nagpur. - for information.

	 Government of Maharashtra Public Works Department	Office of the, Superintending Engineer National Highway Circle, Nagpur. Bunglow No. 39/1, Civil Lines, Nagpur- 440001. Tel. No. 0712/2561643. Email:- nhnagpur.se.@mahapwd.com
Desk No.:-SENH/HDM/2022/OFC-12/Morshi Block/Amravati/2022/-8-36 Dated:- 26/04/22		

To,
 Chief Engineer & Regional Officer,
 MoRT&H, Kokan Bhavan,
 5th Floor, CBD Belapur,
 Navi Mumbai- 400614.

Subject :- **Optical Fibre Cable (OFC) Proposal-**

Proposal for Permission to Carry out replacement of Damged Optical Fibre Cable (OFC) for Bharat Broad Band Network Ltd.(Govt. of India Enterprise) along Nandgaon Peth-Morshi road, section of NH-353-K at Chainage in Km. 39/130(Simbhora) to 54/500(Umerkhed Phata) & NH-353-J at Chainage in Km. 0/00(Morshi) to 16/510(Khed Phata) in Taluka-Morshi, District-Amravati in the State of Maharashtra .

Applicant:- M/s. Bharat Broadband Network Limited, Nagpur .

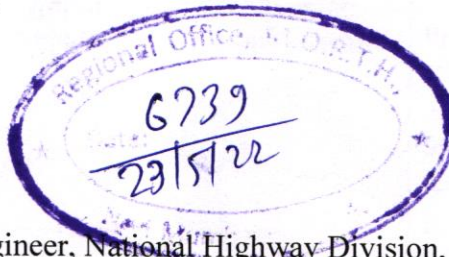
Reference :- 1) Executive Engineer, National Highway Division, Amravati Office letter No. DM/OFC/Morshi Block/Amravati/2022/567/dtd.31/3/2022.
 2) M/s. Bharat Broadband Network Limited, Nagpur Office letter No.BBNL/Nagpur/Wardha/MH/PMV-7/10/2021/dtd.13/8/2021.

With reference to the above subject, Executive Engineer, National Highway Division, Amravati has submitted the Proposal for Permission to Carry out replacement of Damged Optical Fibre Cable (OFC) for Bharat Broad Band Network Ltd.(Govt. of India Enterprise) along Nandgaon Peth-Morshi road, section of NH-353-K at Chainage in Km. 39/130(Simbhora) to 54/500(Umerkhed Phata) & NH-353-J at Chainage in Km. 0/00(Morshi) to 16/510(Khed Phata) in Taluka-Morshi, District-Amravati in the State of Maharashtra .

The site is inspected & proposal is scrutinized by Sub Divisional Engineer, NH Sub Division No.2, Amravati. As per MoRT&H Guidelines, dated 22.11.2016 necessary charges applied for above proposal have been calculated by E.E., NH Division, Amravati & deposited by the applicant in Bharat Kosh.



Proposal with Reference letter, Inspection Report, Abstract sheet, Calculation sheet, Check list, Land valuation sheet of Dept. of Reg. & Stamps, Bharat Kosh Receipts, Bank Guarantee, Location map & necessary Undertaking & License Agreement is submitted for approval of proposal please.

DA :- Proposal as Above.



(M. M. Jaiswal)
 Superintending Engineer
 National Highway Circle,
 Nagpur.

Copy to :- 1) Executive Engineer, National Highway Division, Amravati for information & necessary action.
 2) M/s. Bharat Broadband Network Limited, Nagpur for information & necessary action.

	 <p>Office of the, Superintending Engineer National Highway Circle, Nagpur. Bunglow No. 39/1, Civil Lines, Nagpur- 440001. Tel. No. 0712/2561643. Email:- nhnagpur.se.@mahapwd.com</p>	<p>Desk No.:-SENH/HDM/2022/OFC-12/Morshi Block/Amravati/2022/----- Dated:-</p>
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To,
Chief Engineer & Regional Officer,
MORT&H, Kokan Bhavan,
5th Floor, CBD Belapur,
Navi Mumbai- 400614.

Subject :- **Optical Fibre Cable (OFC) Proposal-**

Proposal for Permission to Carry out replacement of Damaged Optical Fibre Cable (OFC) for Bharat Broad Band Network Ltd.(Govt. of India Enterprise) along Nandgaon Peth-Morshi road, section of NH-353-K at Chainage in Km. 39/130(Simbhora) to 54/500(Umerkhed Phata) & NH-353-J at Chainage in Km. 0/00(Morshi) to 16/510(Khed Phata) in Taluka-Morshi, District-Amravati in the State of Maharashtra.

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(M. M. Jaiswal)
Superintending Engineer
National Highway Circle,
Nagpur.

Copy to :- 1) Executive Engineer, National Highway Division, Amravati for information & necessary action.
2) M/s. Bharat Broadband Network Limited, Nagpur for information & necessary action.

अ.ज. रा.म. मंडळ	
नागपूर	
अ.अ.	
सहा.अ.अ.	RS
अधिकृत	07/04/22
कार्यालय	4-312
आ.क्र.मांक	No. 567 D.M./2022/
दिनांक	10,

Superintending Engineer,
National Highway Circle,
NAGPUR

Office of the Executive Engineer
National Highway Division Amravati
" Bandhkam Bhavan" camp Amravati
Tel. No. 0721-2550412

Email: nhamravati.ee@mahapwd.com

Date. 31 MAR 2022

12/4/22 Subject: Row Provisional permission to Carry out replacement of damaged Optical Fiber cable for Bharat Broadband network Ltd. (Govt of India Enterprise) in Morshi Block in Amravati District.

Ref: Proposed by Bharat Broadband network Ltd. Letter No. BBNL/ Nagpur/ Wardha/ MH/ PMV- 7/10 dated 13.08.2021

With reference to letter No. 1 Bharat Broadband network Ltd. has submitted the proposal for permission to laying of optical fiber cable along road N.H. 353 J Part.

- 1) Simbhora to Morshi N.H. 353 K ch. km 39/130 to 43/000 on (RHS) for total length of 3.87 km
- 2) Morshi to Umerkhed phata N.H. 353 K ch. km 43/000 to 54/500 on (RHS) for total length of 11.4km
- 3) Morshi to Khed phata N.H. 353 J ch. km 0/000 to 16/51 on (RHS) for total length of 11.4km (including 100 meter forest length)

The following charges for above OFC cable laying shall be deposited by the applicant at the time of initial permission.

- 1) Restoration charges- Rs. 29,31,200/- (Rupees Twenty Nine Lakh Thirty One Thousand Two Hundred Only)
- 2) License fee Rs. 1,51,510/- (Rupee One Lakh Fifty One Thousand Five Hundred Ten Only)
- 3) G.S.T. On License fee - Rs. 27,272/- (Rupee Twenth Seven Thousand Two Hundred Seventy Two Only)

The Sheet for Calculation of charges is enclosed herewith for reference.

The Proposal for Permission for laying Optical Fiber Cable along N.H. 353 J is submitted here with for information and necessary action.

- Encl :- 1) Check list of Proposal
2) Detail Calculation sheet by sub-Dn and Abstract
3) Spot Inspection Certificate by sub-Dn Engineer
4) Proposal in four Copies

(B. D. Khathalkar)
Executive Engineer
National Highway Division
Amravati

$$\textcircled{1} \text{ Restoration Charges} \rightarrow 308700 + 1110000 + 1512500 \\ = 2931200 -$$

$$\textcircled{2} \text{ License Fee} \rightarrow 22136 + 65281 + 34093 \\ = 157510$$

$$\textcircled{3} \text{ GST} \rightarrow 3984 + 11751 + 11537 \\ = \del{33072} \\ \underline{27272}$$

Name Of Work -

Calculation Sheet

Permission to lay optical fibre cable along NH353 k From Shrinagar Road to Ch. 43/000 RHS km 39/130 to 43/000 Road, Total length-3.87 Km

Rs.

- 1) 1)RHS km 39/130 to 43/000 Road, Total length-3.87 Km
A) Restoration charges

(In form of Bank guarantee which is Refundable)

- i) Across Road :-

Restoration Charges for cable crossing at KM
Rs. 50 per meter at. Ch. 40/590

Rate In Rs.	Quantity	=	Rs.	1500.00
50.00	30.00			

- ii) Along Road:

Total Length for Laying OFC

a) Through Soil

100	2274	=	Rs.	227400.00
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Rate of restoration charges per meter

b) Through Utility

50	1596	=	Rs.	79800
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- iii) Total restoration charges = Across + Along

=	Rs.	308700.00
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- B) License Fee Calculations

- i) Across :

= Length x Dia. Of cable x No. Of cables

= 30 x 0.04 x 1

= 1.2 Sqm

- ii) Along :

= Length x Dia. Of cable x No. Of cables

= 3870 x 0.04 x 1

= 154.8 Sqm

- iii) Total Utilised Land area

Across	=	1.2
Along	=	154.8
Total	=	156 Sqm.

License Fee per month

=	Utilised land x Land rate / 120	
=	156 x 860/120	Rs. 1118.00

Say Rs. **1118.00**

License Fee for Five Years month

=	1118 x 60
=	Rs. 67080.00

For Government Public Utility Services 33% of Total Licence fee applicable

=	67080 x 33%
Say Rs.	22136.00

- C) Add 18% GST on Reinstatement Charges + Licence fee

Licence fee	=	22136.00
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18% GST	=	3984.48
Say Rs.		3984.00

(Rs. Three Thousand Nine Hundred Eighty Four Only)

Sub Divisional Engineer
National Highway subdivision No.2
Amravati

Of Work -

Calculation Sheet

Permissioin to lay optical fibre cable along NH353 k From Morshi to umarked RHS Km 43/000km to 54/500 Total length-11.4 Km (Excluding 100 meter forest length)

1) 1)RHS Km 43/000km to 54/500 Total length-11.4 Km(Excluding 100 meter forest length)

A) Restoration charges

(In form of Bank guarantee which is Refundable)

i) Across Road :-

Restoration Charges for cable crossing at KM
Rs. 50 per meter

Rate In Rs.	Quantity	=	Rs.	0.00
50.00	0.00			

ii) Along Road:

Total Length for Laying OFC

a) Through Soil

100

10800

=

Rs.

1080000.00

Rate of restoration charges per meter

b) Through Utility

50

600

=

Rs.

30000.00

iii) Total restoration charges = Across + Along

= Rs.

1110000.00

B) License Fee Calculations

i) Across :

= Length x Dia. Of cable x No. Of cables

= 0 x 0.04 x 1

= 0 Sqm

ii) Along :

= Length x Dia. Of cable x No. Of cables

= 11400 x 0.04 x 1

= 460 Sqm

iii) Total Utilised Land area

Across = 0

Along = 460

Total = 460 Sqm.

License Fee per month

= Utilised land x Land rate / 120

= 460 x 860 / 120

Rs.

3296.67

Say Rs.

3297.00

License Fee for Five Years month

=

Rs.

3297.00 x 60
197820.00

For Government Public Utility Services 33% of Total Licence fee applicable

Say Rs.

197820 x 33%
65281.00

C) Add 18% GST on Reinstate Charges + Licence fee
Licence fee

=

65281.00

18% GST

=

11750.58

Say Rs.

11751.00

(Rs. Eleven Thousand Seven Hundred Fifty One Only)

Sub Divisional Engineer
National Highway subdision: No.2
Amravati

Calculation Sheet

Of Work -

Permission to lay optical fiber cable along NH 353 J with the help of HDD Method by BSNL from Morshi to Khed Fata on RHS Km 0/000 to Km16/515 length is

	a) Along	16515.00 m ((16.515-0.000)*1000)
Deduct	3 x 60.00 m	-180.00 m (60.00meters of Railway ROW for each crossing
Deduct	3/000 to 3/500	-500.00 m Forest Land
Deduct	5/000 to 6/000	-1000.00 m Forest Land
Deduct	8/140 to 8/680	-540.00 m Forest Land
	TOTAL	14295.00
	b) Across	0.00 m

A) Restoration charges

(In form of Bank guarantee which is Refundable)

i) Across :

A Through Utility Duct

Restoration Charges for cable crossing at KM 50 X 0.00 m = ₹ 0.00
@ Rs. 50.00 per Meter at Ch.16/534

B BT Surface

Restoration Charges for cable crossing at KM 5500 X 20.00 m = ₹ 1,10,000.00 2 BT Road crossing Alo
@ Rs. 5500.00 per Meter at Ch. 16/515 Chikhasawangi & Udkh
(Rate taken from शासन परिपत्रक क्र. : ओएफसी-2012/प्र.क्र. 209/रस्ते-7भंत्रालय,मुंबई,दि. 07.04.2014)

iii) Along :

A Through Utility Duct

Restoration Charges for cable crossing at KM 50 X 500.00 m = ₹ 25,000.00 Morshi utility duct
@ Rs. 50.00 per Meter at Ch.0/000 to 0/500

B Through Ground

Total Length for Laying OFC underground cable =
Rate of restoration /m @ Rs. 100.00 per Meter X 13775.00 = ₹ 13,77,500.00

iii) Total restoration charges = Across + Along
= ₹ 15,12,500.00
= ₹ 0.00
= ₹ 15,12,500.00

Rupees fifteen lakhs twelve thousand five hundred and paise nil only

B) License Fee Calculations

i) Across :

a) Through Concrete Road

= Length	X	Dia. Of cable	X	No. Of cables
= 0.00	X	0	X	0.00
= 0	Sqm			

b) Through BT Road

= Length	X	Dia. Of cable	X	No. Of cables
= 20.00	X	0.04	X	1.00
= 0.80	Sqm			

ii) Along :

= Length	X	Dia. Of cable	X	No. Of cables
= 13775.00	X	0.04	X	1.00
= 551.00	Sqm			

iii) Total Utilised Land area

Across	=	0.80
Along	=	551.00
Total	=	551.80

Sqm.

Average Land Rate

(770+630+630+690+800)/3 (Reference of Land Rates are Attached)
₹ 704.00 Per Sqm

License Fee per month

Utilised Land	x	Land Rate	/ 120
551.80	x	704.00	/ 120

License Fee for Five Years month

Rs.	3237.00
Rs.	3237.00 x 60
Rs.	194220.00

For Government Public Utility Services 33% of Total Licence fee applicable

194220.00 x 33%
₹ 64,093.00

Say Rs.

D) Add 18% GST on Reinstatement Charges + Licence fee

Licence fee	=	₹ 64,093.00
	=	64093.00
18% GST	=	11536.74
Say Rs.	=	₹ 11,537.00


Rupees eleven thousand five hundred thirty-seven and paise nil only

Sub Divisional Engineer
National Highway subdivision No.2
Amravati

Spot Inspection Certificate


This is to certify that during the spot inspection on dated 20/08/2021 for the permission of laying optical fibre cable laying by BBNL, the work of laying OFC cable by HDD method will start from Simbhora square, Ch.39/130 to Ch. 43/000 on RHS In the Proposed Length required the permission of laying 1 (One) underground 40 mm dia (with incasing). Optical fibre cable along Nandgaon Peth -Morshi, NH-353-K from Simbhora square, Ch.39/130 to Ch. 43/000 on RHS of total length 3.900 Km (3.870 along road + 30 Road crossing) with one road crossing at 40/590 through utility duct. There is no trenching or excavation is done on the date of spot verification.



Executive Engineer
National Highway Division,
Amravati


Sub Divisional Engineer
National Highway Sub-Division No.2
Amravati

Spot Inspection Certificate

This is to certify that during the spot inspection on dated 20/08/2021 for the permission of laying optical fibre cable laying by BBNL, the work of laying OFC cable by HDD method will start from Morshi Ch.43/000 to Umerkhed Phata ch. 54/500 on RHS and excluding length under forest land (ch. 46/950 to 47/050). In the Proposed Length required the permission of laying 1 (One) underground 40 mm dia (with incasing). Optical fibre cable along Morshi- Warud -Pandhurna, NH-353-K from Km. Morshi(43/000) to Umerkhed Phata (54/500) of total length 11.400 Km with no road crossing. There is no 'trenching or excavation is done on the date of spot verification.



Executive Engineer
National Highway Division,
Amravati

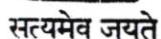

Sub Divisional Engineer
National Highway Sub-Division No.2
Amravati

Spot Inspection Certificate

This is to certify that during the spot inspection on dated 20/08/2021 for the permission of laying Opticle fibre cable laying with the help of Horizontal Directional Drilling (HDD) method by BBNL, the work of laying OFC cable will be start from Morshi (Ch. 0/000) to Khed Fata (Ch. 16/515) on RHS excluding the length under railway ROW at 3 locations (Ch.1/272 to Ch. 1/332, Ch.13/030 to Ch. 13.090 and Ch.16/060 to Ch. 16/120) and excluding the length under Forest land (Ch. 3/000 to Ch.3/500, Ch. 5/000 to Ch. 6/000 and Ch. 8/140 to Ch. 8/680), in the Proposed Length required the permission of laying 1 (ONE) underground 40 mm diameter Optical fibre cable along Morshi- ChandurBazar- Achalpur road (NH 353J), of total length 14.295 KM(13.775+.020+500.000) with no road crossing across. There is no trenching or excavation is done on the date of spot verification.


Executive Engineer
National Highway Division,
Amravati


Sub Divisional Engineer
National Highway Sub-Division No.2
Amravati



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL96013743206841U
Certificate Issued Date	: 25-Feb-2022 02:02 PM
Account Reference	: IMPACC (IV)/ dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL74090381481263029644U
Purchased by	: CANARA BANK
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CANARA BANK
Second Party	: CANARA BANK
Stamp Duty Paid By	: CANARA BANK
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

BANK GUARANTEE BG NO.

A1.0GPGE220565003

DATE: 25.02.2022

Tenable till 25.02.2023

To,
CHIEF ENGINEER AND REGIONAL OFFICER
MORTH REGIONAL OFFICE
KONKAN BHAVAN
NAVI MUMBAI

कृते कॅमेरा बँक / For Camera Bank

~~अधिकारी / Officer~~

५५४४६ / May

अथवा

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sncilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[illegible]

Performance Bank Guarantee

To
Chief Engineer and Regional Officer
MORTH Regional Office,
Konkan Bhavan, Navi Mumbai

BG No.: A10GPGE220565003
Dated: 25.02.2022
Valid upto: 25.02.2023
Amount: Rs. 29,31,200/-

In consideration of agreement for laying O.F.C. along and across NH-353K, 353K 353J at Morshi Block, Amravati district as detailed below:

OFC laying Simbhora to Morshi NH353K ch.39/130 to 43/000 Rs. 308700.

OFC laying Morshito Umerkhed Phata NH353K ch.43/000 to 54/500 Rs. 1110000.

OFC laying Morshito khed Phata NH353J ch. 0/000 to 16/515 Rs. 1512500.

Between "Chief Engineer and Regional Officer, MoRT & H Regional Office, Konkan Bhavan, Navi Mumbai (hereinafter called Principal) &" (Bharat Broadband Nigam Limited, 3rd Floor, Office Block - 1, East Kidwai Nagar, New Delhi - 110023, Corporate Identify No. (CIN): U64100DL2012.G01232070 (hereinafter called Contractor), We CANARA Bank, a body corporate registered / constituted under the laws of India, having its registered office at Bangalore, India and one of its branch at Parliament Street, Jeewan Bharati Building, New Delhi 110001 (Hereinafter called The Bank) hereby undertake to pay the principal an amount not exceeding Rs 29,31,200/- (Rupees Twenty Nine Lakh Thirty One Thousand Two Hundred Only) against any loss or damage caused to or suffered or would be suffered by the principal, by reason of any breach of the terms or Condition contained in the said agreement.

1. We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the principal stating that amount claimed is on account of making good and executed trench for laying of underground cable of proper filling and compaction, as to restore 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 Rs. 29,31,200/- (Rupees Twenty Nine Lakh Thirty One Thousand Two Hundred Only). We undertake to pay the principal upto Rs. 29,31,200/- (Rupees Twenty Nine Lakh Thirty One Thousand Two Hundred Only) so demanded.

Notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding before any court or tribunal relating there our liability under this present being absolute and unequivocal unless the bank is required to act upon any direction/ order/ injunction passed by any court or tribunal. The payment so made by us under this

कृते केनरा बैंक / For Canara Bank

अधिकारी / Officer
अशोक कुमार यादव / Ashok Kumar Yadav
अधीक्षक / Manager

अशोक कुमार यादव
Ashok Kumar Yadav
अधीक्षक / Manager
नं. / S.P. No. 479

Bank Guarantee No.: A10GPGE220565003

guarantee shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no right to claim against us for making such payment.

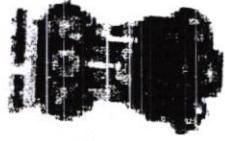
2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period would be taken for the performance of said agreement and that it shall be continued to be enforceable till all the dues of the principal or by virtue of the said agreement have been fully paid and its claims satisfied of discharged or till the principal, certify that the terms and condition of the said agreement have been fully properly carried out by the said contractor and according discharges this guarantee or till 25.02.2023 we shall be discharged from our liabilities under this guarantee thereafter.
3. The guarantee will not be discharged due to the change in the constitution of the bank of the contractor.
4. We the bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the principal in writing.
5. This bank guarantee is valid until 25.02.2023.
6. Notwithstanding anything contained to the contrary contained herein.
 - 1) Our liability under this bank guarantee shall not exceed Rs. 29,31,200/- (Rupees Twenty Nine Lakh Thirty One Thousand Two Hundred Only)
 - 2) This bank Guarantee shall be valid up to 25.02.2023.
 - 3) We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon bank a written claim or demand on or before 25.02.2023.

कृते कॅनरा बैंक / For Canara Bank

अधिकारी / अधिकारी
संसद मार्ग, नई दिल्ली / Sansad Marg, New Delhi

अशोक कुमार यादव
Ashok Kumar Yadav
वरिष्ठ प्रबन्धक / Senior Manager
एस.पी.नं./S.P. No.47945

GOODS AND SERVICE TAX PAYMENT RECEIPT							
CPIN: 22032700356995		Deposit Date: 17/03/2022		Deposit Time: 01:03:3-		e-Scroll: NA	
Payment Particulars							
CIN: BARB:22032700356995		Name of Bank: BANK OF BARODA			BRN: 1278504343		
Details of Taxpayer							
GSTIN: 27AAFBC0525K1ZT		Email Id: gXXXXXXXXXX@XX XXXXX.com			Mobile No. 9XXXXXX1232		
Name: BHARAT BROADBAND NETWORK LIMITED		Address: XXXXXXXXXX			Maharashtra, 400054		
Reason For Challan							
Reason: Any other payment							
Details of Deposit (All Amount in Rs.)							
Government t	Major Head	Minor Head					
		Tax	Interest	Penalty	Fee	Others	Total
Government t of India	CGST(0005)	13636	-				13636
	IGST(0008)	-	-				-
	CESS(0009)		-				
	Sub-Total	13636	0	0	0	0	13636
Maharashtra	SGST(0006)	13636	-				13636
Total Amount		27272					
Total Amount (in words)		Rupees Twenty-Seven Thousand Two hundred Seventy-Two Only					
Mode of Payment: Internet Banking - BANK OF BARODA							
Notes: 1. Status of the transaction can be tracked under 'Track Payment Status' at GST website 2. Payment status will be set as 'Paid' for this transaction. 3. This is a system generated receipt							



bharatkosh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 1703220006562

Dated: Mar 17 2022 12:51PM

Received from M/S. BHARAT BROADBAND NETWORK LIMITED with
Transaction Ref.No. 1703220006562

Dated Mar 17 2022 12:51PM the sum of INR 151510 (One Lakhs Fifty-One Thousand Five Hundred Ten Only) through Internet based Online payment in the account of

Processing fee for permission to access to NH, Licence Fee for laying of OFC in NH, Amravati Morshi.

Disclaimer:- This is a system generated electronic receipt, hence no physical signature is required for the purpose of authentication

Printed On: 17-03-2022 12:57:52

CHECKLIST FOR MORSHI BLOCK IN AMRAVATI DISTRICT

Guidelines for the Applicant for processing the proposal for laying Optical fiber Cable Line in the land along/across National Highway vested with Executive Engineer, National Highway Division Nagpur

Relevant Circular

- 1) Ministry Circular No.MH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 19.1.1995
- 6) Ministry Circular No. RW/NH 34066/9S/S&R dated 25.10.1999
- 7) Ministry Circular to. RW/NH-34066/7/2003, S&R (B) dated 17.9.2003

Check List for getting approval for laying Optical fiber Cable Line along/ across NH Land.

Sr.No.	Item	Information/Status	Remarks
1)	General Information		
1.1	Name and address of the Applicant/Agency	Sr General Maanager ,Bharat Broadband Network limited (PMU-7), Microwave Building C.T.O.Compound ,NAGPUR	For Maintenance of Optical fiber cable laid under Bharat Net Project to connect Grampanchayat
1.2	National Highway Number	1) NH-353J 2) NH-353K 3) NH-353K	
1.3	State	Maharashtra	
1.4	Location	MORSHI	
1.5	(Chainage inkm)	1) 00/00 to 17/00 2) 39/0 to 40/500 3) 40/500 to 54/00	
1.6	Length in meters	1) 17000 Meters 2) 1500 Meters 3) 13500 Meters	
1.7	Width of available ROW		
	a. Left side from center line towards increasing chainage/km direction		



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Amravati

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	b) Right side from center line towards increasing chainage/km direction	12 meters	
1.8	Proposal to lay underground Optical fiber Cable line		
	a) Left side from center line towards increasing chainage/km direction		
	b) Right side from center line towards increasing chainage/km direction	13 meter	
1.9	Proposal to acquire land	NO	
	a) Left side from centre line		
	b) Right side from centre lin		
1.10	Whether proposal is in the same side where land is to be acquired	Not applicable	
	If not then where to lay the Pipe Line		
1.11	Details of already laid services, if any, along the proposed route		
1.12	Number of lanes (2/4/6/8 lanes) existing	2	
1.13	Proposed number of lanes (2 lane with paved shoulders/4/6/8 lanes)	Not applicable	
1.14	Service road existing or not	No	
	If Yes then which side		
	a) Left side from centre line		
	b) Right side from centre line		
1.15	Proposed services road	Not applicable	
	a) Left side from centre line		
	b) Right side from centre line		
1.16	Whether proposal to lay Optical fiber Cable Line is after. the service road and main carriageway.	Not applicable	
1.17	The permission for laying of Optical fiber Cable Line shall be considered for approval/rejection based on the Ministry circulars mentioned as above. a. Carrying of sewage / gas pipeline on highway bridges shall not be permitted as fumes/gases pipe can accelerate the process of corrosion or may cause explosion, thus, being much more injurious than leakage of water. b. Carrying of sewer pipe line on bridge shall also be discouraged. However, if the sewer Supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized, they may be permitted to carry the pipeline on independent Superstructure, supported on extended	Not applicable	

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	portions of piers and abutments in such a manner that in the final arrangement enough free space around the superstructure of the bridge remains available for inspection and repairs etc.		
	<p>c. Cost of required extension of the substructure as well as that of the supporting superstructure shall be borne by the agency-in-charge of the utilities.</p> <p>d. Services are not being allowed indiscriminately on the parapet/ any part of the bridges, safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with bridge. Approvals are to be accord in this regard with the concurrence of the Ministry's Project Chief Engineers only.</p>	Not applicable	
1.18	If crossing of the road involved. If yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owing the line.	Yes	
	a. Existing drainage structure shall not be allowed to carry the lines.		
	b. Is it on a line normal to NH?		
	c. Crossing shall not be too near the existing structure on the National Highway, the minimum distance being 15 m. What is the distance from the existing structure?	There is no existing structure near crossing	
(2) (2.1)	<p>d. The casing carrying the utility line shall be of steel, cast iron, or reinforced cement. Concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe.</p> <p>e. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.</p> <p>f. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and tow of slop in the fills.</p> <p>g. The top of the casing /conduit pipe</p> <p>h. should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.</p> <p>h. Crossing Shall be by boring method (HDD) especially where the existing road pavement is of cement concrete dense bituminous concrete type.</p> <p>i. The casing/conduit pipe shall be installed with an even bearing throughout its</p>		

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	<p>length and in such a manner as to prevent the formation of a sewer way along it.</p> <p>Drawing /Drawings enclosed with the proposal.</p> <p>Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 m deep x 0.3 m wide)</p> <p>i. Should not be greater than 60 cm wider than the outer diameter of the pipe.</p> <p>ii. Located as close to the extreme edge of the right- of - way as possible but not less than 15 m from the centre-lines of the nearest carriageway.</p>		
	<p>iii. Shall not be permitted to run along the National Highways when the road formation is situated double cutting. Nor shall these be laid over the existing Culvert and bridges.</p>		
	<p>iv. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>		
2.2	Cross section showing the size of pit and Location of Optical fiber Cable Line for HDD method.	1 M X 1M X1.65M	
2.3	Strip plan / Route plan showing Optical fiber Cable line, chainage, width of row, distance of proposed, Optical fiber Cable line from the edge of Row, important mile stone, intersections, cross drainage		
2.4	Methodology for laying of Optical fiber Cable line	HDD method	
2.4.1	Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology for laying of showing Optical fiber Cable Line.	Not applicable	
	<p>a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.</p>		
	<p>b) For filling of trench, bedding shall be to a depth of 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 edged should be excavated and replaced by selected material.</p>		

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	<p>c) The back fill shall be completed in two stages</p> <p>i) Side fill to the level of the top of the pipe and</p> <p>ii) Overfill to the bottom of the road crust.</p>		
	<p>d) The side-fill shall consist of granular material laid in 15 cm layer each consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor's density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by Saturation or ponding will not be permitted.</p>		
	<p>e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of dip of trench.</p>		
	<p>f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.</p>		
	<p>g) If required, a diversion shall be constructed at the expense of agency owning the utility line.</p>		
2.4.2	Horizontal Directional Drilling (HDD) method		
2.4.3	Laying of Optical fiber Cable Line through CD works and method of laying.		
	<p>a) On approaches, the Water Pipe Line/mains shall be carried along a line as close to the edge of right-of-way as possible up to a distance of 30 m, from the bridge and subject to all other stipulations contained in this Ministry's guidelines issued with letter No. NH-HI/P/66/76, dated 19.11.1976.</p>		
(3)	Draft License Agreement signed by two witnesses	Yes	
(4)	<p>Performance Bank Guarantee in favor of Executive Engineer, National Highway Division No. 14, Nagpur has to be obtained @ Rs. 100/- per running meter (parallel to NH) and Rs.1,00,000/ per crossing of NH, for a period of one year initially (extendable If required till satisfactory completion of work) as a security for ensuring/malting good the excavated trench for laying the pipe line/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way. No</p>	Not applicable	

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	payment shall be made for clearing debris/loose earth.		
4.1	Performance BG as per above is to be obtained.	NA	
4.2	Confirmation of BG has been obtained as per Govt. guidelines.	NA	
5	Affidavit/Undertaking from the applicant for	Yes	
5.1	Not to damage to other utility, if damaged then to pay the losses either to NH. Authority or to the concerned agency.		
5.2	Renewal of Bank Guarantee	NA	
5.3	Confirming all standard condition of MORTH guideline.	YES	
5.4	Shifting of Optical fiber Cable Line as and when required by NH. Authority at their own cost.	Yes	
5.5	Shifting due to 6 lanning/ widening of NH	YES	
5.6	Indemnity against all damages and claims clause (xxiv)		
5.7	Traffic movement during laying of Optical fiber Cable Line to be managed by the applicant.	yes	
5.8	If any claim is raised by the concessionaire then the same has to be paid by the applicant.	yes	
5.9	Prior approval of the NH. Authority shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the showing Optical fiber Cable Line located in the National Highway right of-ways.	yes	
5.1	Expenditure, if any, incurred by NH. Authority for repairing any damages caused to the National Highway by the laying, maintenance or shifting of the Optical fiber Cable Line will be borne by the agency owning the line.	yes	
5.11	If the NH. Authority considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH. Authority at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	yes	
5.12	Certificate from the applicant in the following format.		
	i. Laying of Optical fiber Cable Line will not have any deleterious effects on any of the bridge components' and roadway safety for traffic.	YES	

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	ii. For 6 - lanning " We do undertake that I will relocate service road / approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH. Authority for future six-lanning or any other development.	YES	
6	Who will sign the agreement on behalf of Optical fiber Cable Line laying agency?	Sr. GM BBNL PNU-7 Nagpur	
7	Certificate from the Executive Engineer		
7.1	Certificate for confirming all standard condition issued vides. Ministry circulate no.MH-41(58)/68 dated 31.1.1969, Ministry Circular No.III/P/66/76, dated 18/19.11.1976 Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 19.1.1995, Ministry Circular No.RW/NH-34066/95/S&R dated 25.10.1999 & Ministry Circular No.RW/NH-34066/ 7/2003 S&R (B) dated 17.9.2003		
7.2	Certificate from SDE in the following format.		
	i. "It is certified that any other location of Optical fiber Cable Line would be extremely difficult and unreasonable costly and the installation of Optical fiber Cable Line within ROW will not adversely affect the design, stability and traffic safety of the highway nor the likely future improvement such as widening of the carriageway easing of curve etc".		
	ii) For 6 - laning		
	a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location.		
	b) In case feasibility report is not available " I do certify that sufficient ROW is available at site for accommodating proposed 'six-laning".		
8	If NH section proposed to be taken up by the NH. Authority on BOT basis — a clause is to be inserted In the agreement. "The permitted Highway 'on which -----has been granted the right to lay water Pipe Line/duct has also been granted as a right of way to the concessionaire under the concession agreement		

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	for up gradation of Road respectively. on build, Operate and Transfer Basis] and therefore, the ----- shall honor the same"		
9	Who will supervise the work of laying of Optical fiber Cable Line.	Mr Prashant Jha of M/s Pratap Backhaul Ltd jaipur	


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5. Shifting due to 6 Lanning / widening of NH.

6. Indemnity against all damages and claims clause (xxiv)

7. Traffic movement during laying of OFC Line to be managed by vendor M/s Pratap Beckhaul Technology Private Limited

8. If any claim is raised by the concessionaire, then the same has to be paid by Bharat Broadband Network Limited.

9. Prior approval of the Executive Engineer, National Highway Division Amravati to be obtain before undertaking any work of installation, shifting or repairs, or alterations to the OFC Line located in NH 7 right-of-ways.

10. Expenditure, if any, incurred by Executive Engineer National Highway Division Amravati repairing any damage caused to the National Highway No. 7 by the laying, maintenance or shifting of the underground OFC Line will be borne by Bharat Broadband Network Limited.

11. If the Executive Engineer, National Highway Division Amravati considers it necessary in future to move the utility line for any work of Improvement or repairs to the road, it will be carried out as desired by the Executive Engineer at the cost of ----- within a reasonable time (not exceeding 60 days of the intimation given.)



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Nagpur-440001

ANNEXURE-3

Subject: Application for ROW of MORSHI Block in AMRAVATI District.

UNDERTAKING

As per the check list clause 2 (i) to (ix) Project in-charge, Sr. GM BBNL PMU-7 Nagpur on behalf of Bharat

Broadband Network Limited undertaking for:

1. Not to damage to other utility if damaged then to pay the losses either to Executive Engineer, National Highway Division, Amravati or to the concerned agency.

2. Renewal of performance Bank Guarantee in favor of Executive Engineer, National Highway Division Amravati.

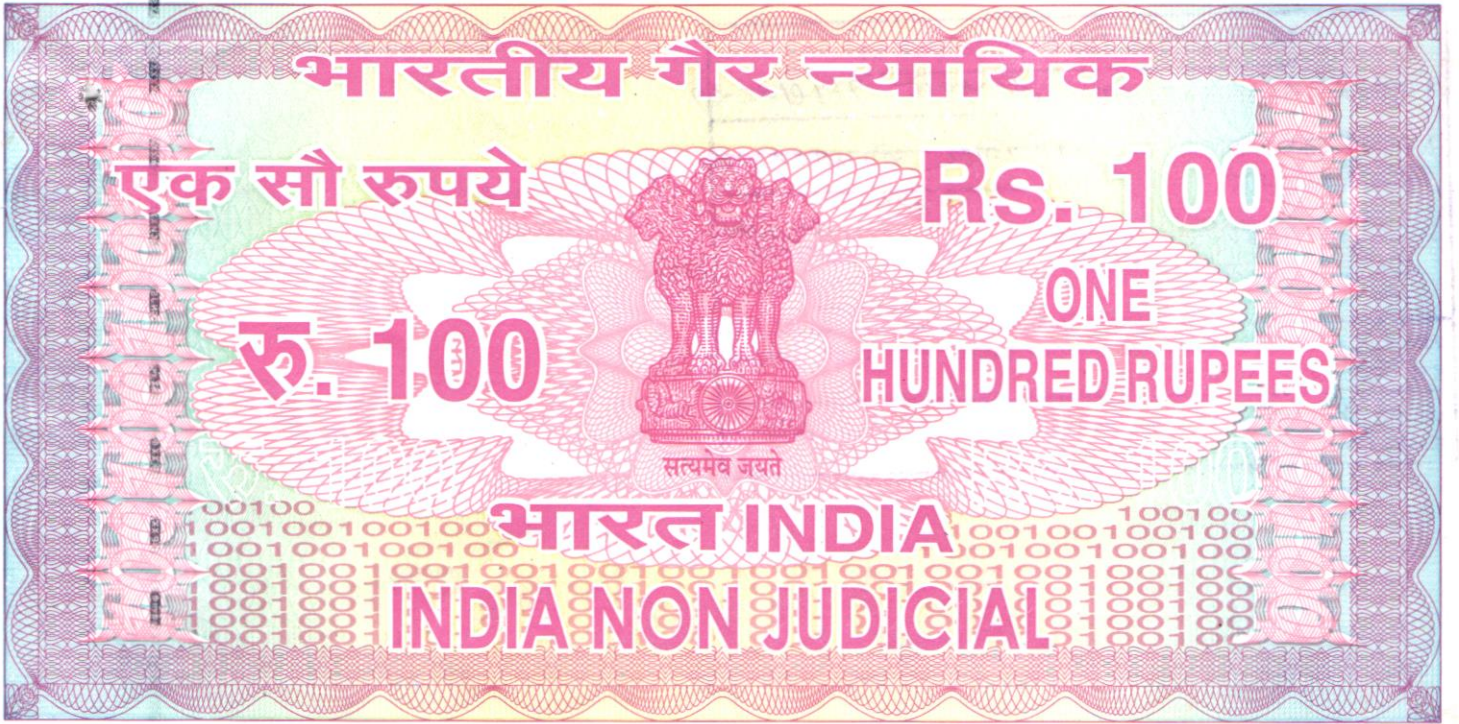
3. Obtaining all standard condition of Ministry of Road Transport and Highways (MORT&H) Guideline.

4. Laying of OFC line as and when required by Executive Engineer, National Highway Division Amravati at our

own cost.

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महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURY

11 059953

16 SEP 2021

Stamp Head Clerk / Sr. Clerk

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION
FOR LAYING UTILITY SERVICE ON NATIONAL HIGHWAY FOR MORSHI BLOCK AMRAVATI DISTRICT**

Agreement to lay Telecom cable / OFC cable / electrical cable / pipe (ice/ ducts etc.
From to km of land.

This Agreement made this _____ day of _____ (month) 2021 (year) between National Highway
PWD Division acting in his executive capacity through Sr. GM BBNL PMU-7, NAGPUR.

(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 M/s Bharat Broadband Network
Limited, a company registered under the Companies Act, 1956 and having its Registered Office at New Delhi
(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include
his successors/administrator assignees on the second part.



वरिष्ठ महाप्रबंधक (परियोजना)

जीबीएनएल एम.एच.पी.एम.यू.-7

नागपुर-440001

Sr. General Manager (Projects)

BBNL, M.H., P.M.U.-7

Nagpur-440001

फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद-४)

4. मुद्रांक विक्री मॉदवही अनु. क्रमांक/दिनांक १४५५/१९६१/२०२१
5. मुद्रांक विक्रीत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही. सि. वि. जी. म. वि. वी. १५०१३००
6. परवानाधारक मुद्रांक मित्रोत्पादी सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता. वि. आर. आदिमने
रा. नं. ३९८, पो. नं. ४३००२१

[illegible]

ज्या कारणांनी जमीनी मुलांक खरेदी करता त्यांनी त्याच कारणांसाठी मुलांक खरेदी करण्यापासून द
नसिग्यात वापरणी वाचनासाठी आहे

MAJOR TREASURY

bnsi

(1948) 1948-1949

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21. General Manager, 1970-1971

1-040, H 4, 1968

7000-11C06M

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km to of 1) NH No.353J 2) NH No.353K 3) NH No.353K RoW.

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 from 1) Chainage No. 00/00 to Chainage No. 17/00 2) Chainage No. 39/00 to Chainage No. 40/500 3) Chainage No. 40/500 to Chainage No. 54/00 of road/route

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 grant to the Licensee permission to lay utility services as per approved drawing attached here to subject to following condition, namely.

1. RoW permission 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 provision /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 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 requirement shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification , survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances , supply of equipment, material, construction erection, testing and commissioning ,maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.
4. The Licensee shall pay license fees @ Rs...../sq m/month to the Authority. The 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
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement, In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.




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- 8 The Licensee shall make his own arrangement crossing for cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility service may be carried outside the railings/parapet 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 service can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility service 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 service 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 service shall be at least 0.6 meter 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 structure shall not be allowed to carry the lines across.
- 13 The top of the casing/ conduit pipes containing the utility service to cross the road shall be at least 1.2 m 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 clearance 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 at least 30cm. but not more than 60cm wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - a) Bedding shall be to a depth not less than 30 cm. it shall consist of granular material, free of lumps, of clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should excavated and replaced by selected materials.
 - 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 granular material led 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 ponding will not be permitted
 - d) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specification stipulated by Highway Authority.




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- 17 The Licensee shall ensure making good excavated trench for laying utility service by proper filling and compaction, so as to restored the land into the same condition as it was before digging the trench, clearing debris / loose earth produced due to execution of trenching of 50 m away from the edge of the right of way.
- 18 All required restoration works subsequent to laying of the cable shall be required to the undertaken by the Licensee at its cost either by itself or thought 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 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 security again improper restoration of ground in term of filling/unsatisfactory compaction damages caused to other underground installation /utility services & interference, interruption, disruption or 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, the Authority shall have a right to make good and 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 require Performance Bank Guarantee within one month of such invoking. In case the work contemplated here in is not completed to the satisfaction of the Authority, which has granted the permission, with in the period of 11 month from the date of issue of the Bank guarantee, the Licensee shall either furnish a fresh Guarantee to extend the Guarantee for the further period of the year. Now with standing this, the Licensee shall be liable to pay full compensation to aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of RoW facility.
- 21 The Licensee shall shift the utility services with in 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concern 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 coordination Authority, regarding the location of other utilities/underground installation /facilities etc. The Licensee shall ensure the safety and security of already existing underground installation/utilities / facilities etc. before commencement of the excavation/ using existing cable ducts. The Licensee shall procure insurance from a reputed insurance company again damages to already existing underground installation/utilities / facilities etc.
- 23 The Licensee shall be solely responsible/liable for full compensation/ indemnification of concerned agency/aggrieved Authority of any direct, indirect or consequential damage caused to them/claim or replacement sought for, at the cost at risk of the Licensee. The concerned agency in co-ordination with Authority shall also have right make good such damages / recover the claims by forfeiture for Bank Guarantee.
- 24 If the Licensee fails to comply with any condition to the satisfaction Authority, the same shall be executed by the Authority and the cost and risk of the Licensee.




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- 25 Grant of Licensee the subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highway. As far as possible the Licensee should avoid cutting of the road for crossing Highway, and other road 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 an avoidable reason the road need to be cut for crossing or laying utilities services, the Licensee has no 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 standard. 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 damage caused by excavation, at the cost 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 days in advance with route details prior to digging trenches, for fresh or maintenance /repair work. A separate performance Bank Guarantee for maintenance/repair work 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 cable/duct.
- 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 renewable, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time or renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30 The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31 That the Licensee shall not undertake any work of shifting, repairs or alteration 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.



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- 34 The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35 Three copy of 'as laid drawing' of utilities (Hard & Soft copies) with geotagged photograph and geotagged video recording of laying of cable in the trench (with respect to NH) and after complete restoration shall be submitted to the authority for the verification and record within a month of completion of work.
- 36 The Licensee shall allow free access to the site at all time to the authorized representatives of authority to inspect to project facilities and to investigate any matter within their authority, and upon reasonable notice, shall provide reasonable assistance necessary carry out their respective duties and function.
- 37 The utilities services shall not be made operational by the Licensee unless a completion certificate to the effect to the utility services has been laid in accordance with the approved specification and drawing and the trenches have been filled upto the satisfaction of the concerned agency in coordination with the authority has been obtained. Nowtwithstanding any thing contained here in, 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 compensation for any loss caused to it for such cancelation not shall it be absolved from any liability already incurred.
- 38 The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of ;
- a. operation, repair and maintenance guidelines given by the manufactures,
 - b. the requirements of Law,
 - c. the physical conditions at the Site, and
 - d The Safety of operating personal and human beings.
- 39 The Licensee shall have to provide safety measure like barricading, danger lighting and other necessary caution boards while executing the work.
- 40 While laying utility services, at least one lane of rout 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/expiring of the agreement , the Licensee shall remove the utility services within 90 day and the site shall be brought back to the original condition failing which the Licensee will loss the right to remove the utility services. However before taking of the work removal of utility services the Licensee shall furnished a Bank Guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the ROW.
- 42 Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.




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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 regards.

This agreement has been made in duplicate, each on a Stam paper, Each part 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)

SIGNED ON BEHALF OF **BBNL PMU-7, NAGPUR.**

(LICENSEE)

BY SHRI **PRASHANT S. PANTODE**

(Signature, name & address with stamp)

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नागपुर-440001

Sr. General Manager (Projects)

BBNL, M.H., P.M.U.-7

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____ EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO.

DATED _____ PASSED BY THE BOARD OF DIRECTOR IN THE MEETING HELD ON _____

IN THE PRESENCE OF (WITNESSES)

1. *Ankit Shukla*

2.



[Signature]
वरिष्ठ महाप्रबंधक (परियोजना)
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Methodology of Laying of OFC – Open Trenching & Trenchless (HDD)

Trenching Method:

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

Trench Filling Method:

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

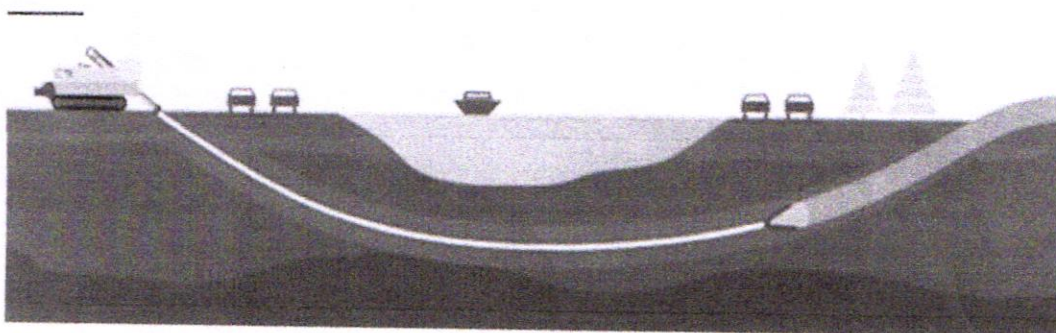
Trenchless Crossing : HDD Method

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

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

A Typical HDD Methodology is shown below:

PIPE INSTALLATION



Once the drill string is connected to the pipe via a swivel pull back commences. In some instances the pipe can be pushed into place.



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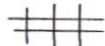

13 Mts

NH Road (353 J)

RHS

RHS

Proposed OFC BBNL

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	AUTHORITY	AUTHORITY-NH 353 J	
	KILOMETER STONE	PROPOSED OFC ROUTE SUREVY DRAWING	
	PROPOSED OFC ROUTE	SECTION NH-	
	RAILWAY CROSSING	TOTAL SCOPE = 17 KM	PAGE TOTAL-17 KM
	BRIDGE	NOT TO SCALE=	PAGE:-01

FOR BBNL



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LHS

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

13 Mts

NH Road (353 K)

RHS


RHS

Proposed OFC BBNL

LEGEND		COMPANY- BHARAT BROADBAND NETWORK LIMITED	
	AUTHORITY	AUTHORITY-NH 353 K	
	KILOMETER STONE	PROPOSED OFC ROUTE SUREVY DRAWING	
	PROPOSED OFC ROUTE	SECTION NH-	
	RAILWAY CROSSING	TOTAL SCOPE = 1.5 KM	PAGE TOTAL-1.5 KM
	BRIDGE	NOT TO SCALE=	PAGE:-02

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MS-40/500

MS-54/00

LHS

LHS




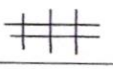

13 Mts

NH Road (353 K)

RHS

RHS

Proposed OFC BBNL

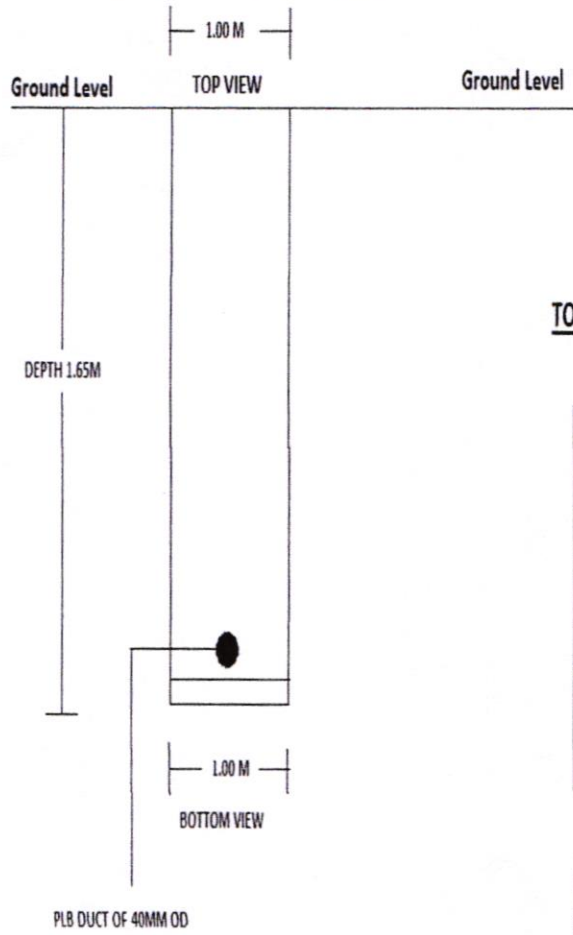
LEGEND		COMPANY- BHARAT BROADBAND NETWORK LIMITED	
	AUTHORITY	AUTHORITY-NH 353 K	
	KILOMETER STONE	PROPOSED OFC ROUTE SUREVY DRAWING	
	PROPOSED OFC ROUTE	SECTION NH-	
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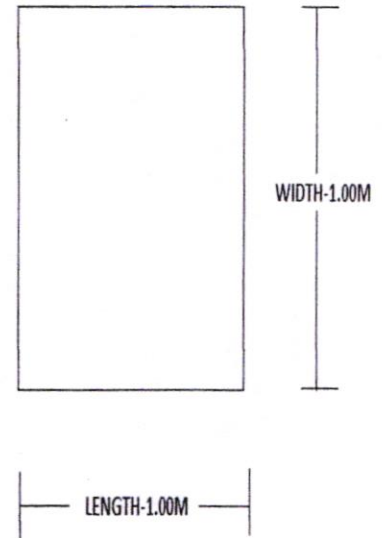



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CROSS SECTION OF HDD ENTRY & EXIT PITS

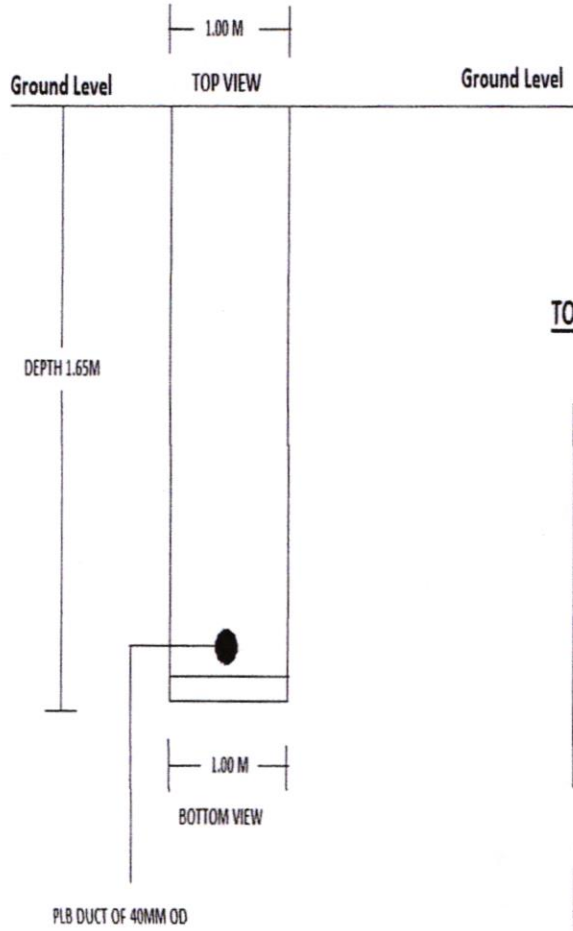


TOP VIEW OF HDD ENTRY & EXIT PITS

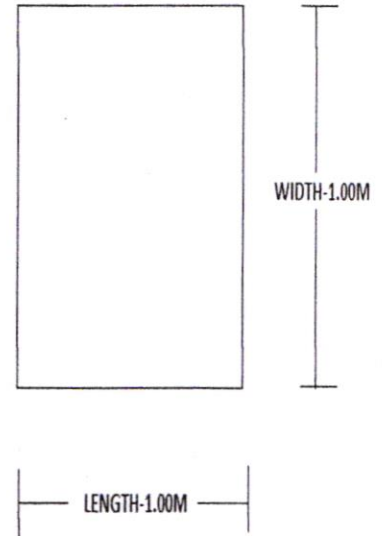



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CROSS SECTION OF HDD ENTRY & EXIT PITS



TOP VIEW OF HDD ENTRY & EXIT PITS

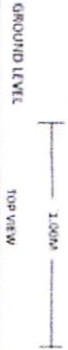


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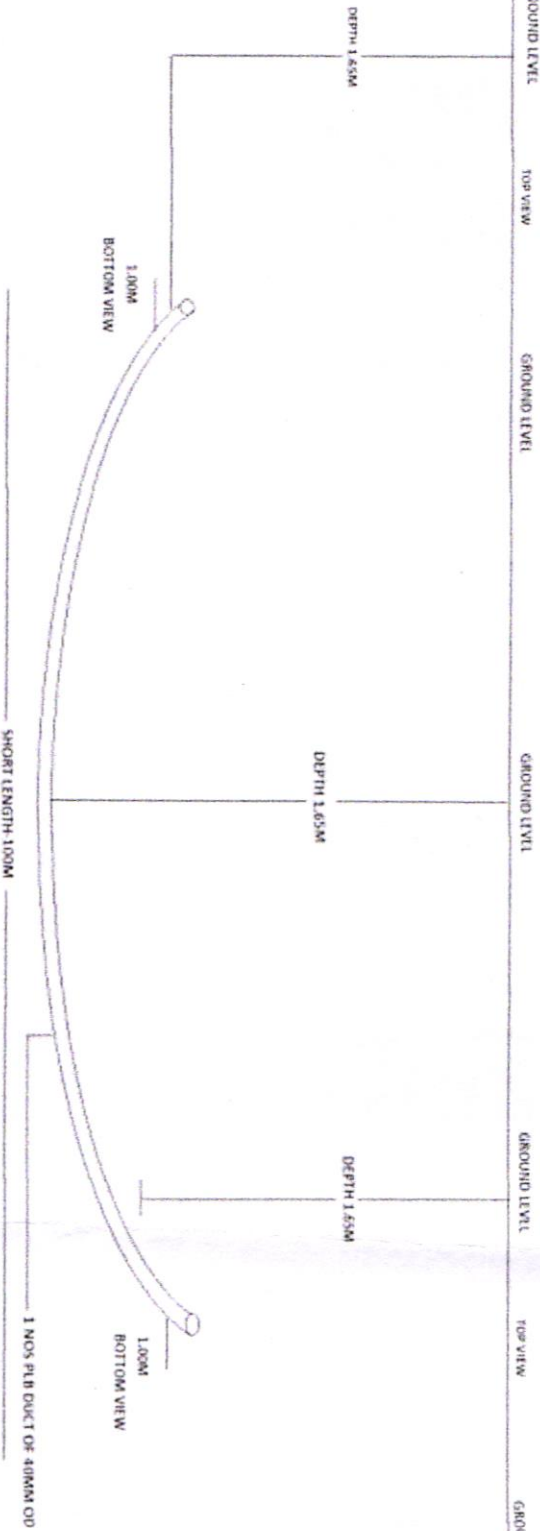
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CROSS SECTION OF HDD PATH

CROSS SECTION OF HDD ENTRY & EXIT PITS




CROSS SECTION OF HDD ENTRY & EXIT PITS



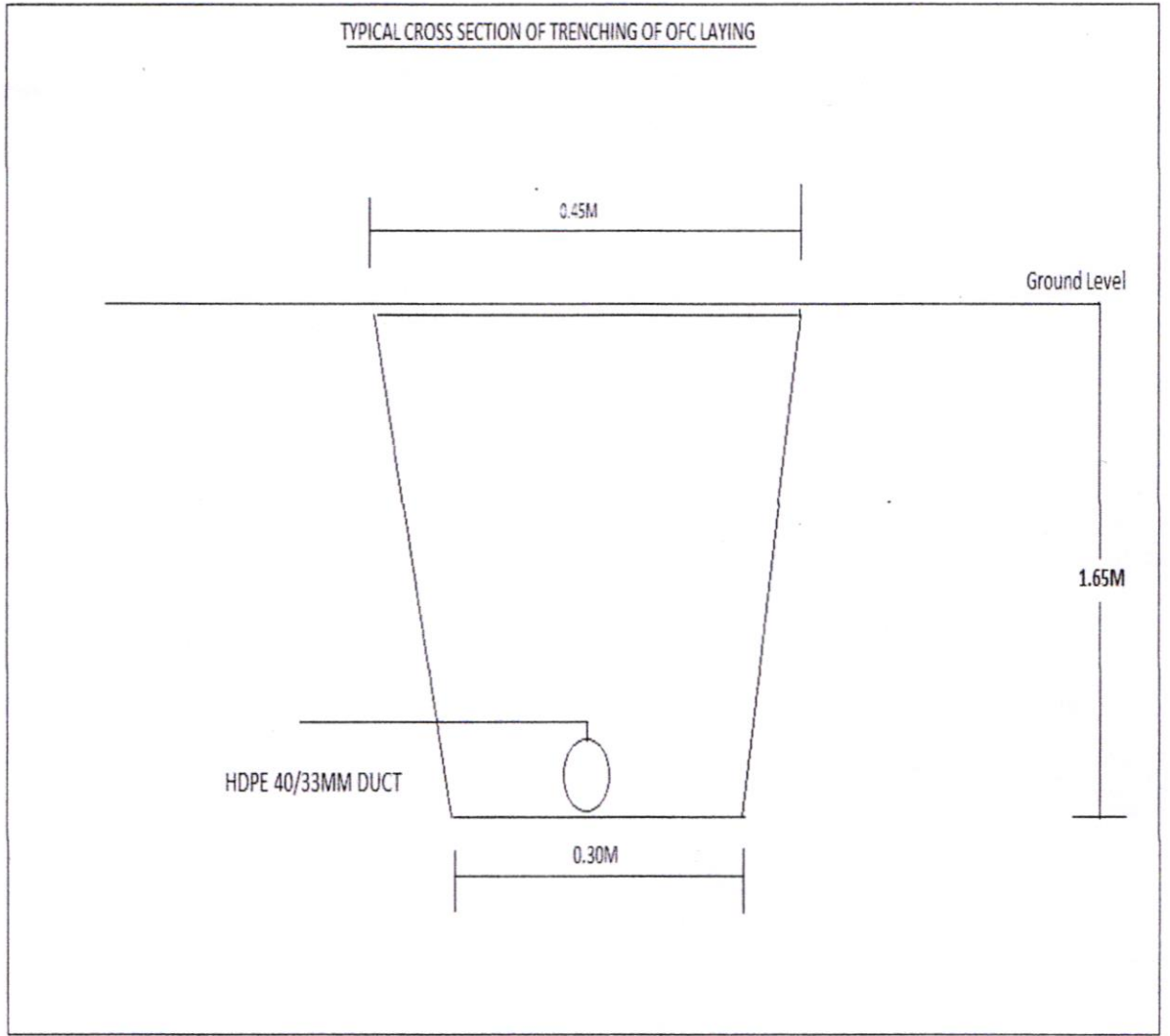
CROSS SECTION OF HORIZONTAL DIRECTIONAL DRILLING

The HDD has been carried out in built up areas and all the major asphalted road crossing in the on route. HDD Test pits of dimension 1Mx1M X 1.65m (Length X Width X Depth) will be taken either side of the road crossing on the asphalted road in built up areas. Then an Horizontal bore of 165/280mm diameter has been drilled from one pit to the other by HDD machine. Then the PLB pipes are inserted and pulled in the HDD bore path connecting to the test pits. Finally, the test pits were closed after coupling the PLB pipes on either side. Some of the HDD test pits will be converted in to RCC/FRP man hole chamber at every 1.8km to 2km length approx. The RCC/FRP chamber dimension is 50cm x 110cm x 5cm (Length x width x Depth) for further maintenance of the OFC route.




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TYPICAL CROSS SECTION OF TRENCHING OF OFC LAYING



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