

NHIDCL/RO-Agt/T/NOC/Pipeline/Ch.2.36to4.66Km/NH-108-B/2023-24/631 / Dated 19.10.2023  
C.no. 229812

**Invitation of Public Comments**

**Subject-** Proposal seeking ROW permission for laying of 2 nos. 114/30 OD X 7.9 mm (wall thickness) CS underground gas flow line along NH-108B from Km 2.36 to 4.66 (for a stretch of 2.336 Km including 3 nos. crossing) at Mauja Debendra Chandra Nagar under District West Tripura.

Ref:- (i) GM (P) PMU Khowai letter no. NHIDCL/PMU-Tel/NOC/37(2)/2020-21/1360 dated 04.10.2023.  
(ii) ONGC letter no. AGT/ES/Pipelines/KUDD/03/2023 dated 21.09.2023

The GM(P) PMU -Khowai vide letter no. under ref (i) has recommended the instant proposal, submitted by M/s Oil and Natural Gas Corporation Limited vide letter under ref (ii), seeking ROW permission for the above subjected proposal.

2. As per Ministry's Circular No. RW/NH- 33044 /29 / 2015/S&R(R) dated- 22.11.2016, the proposal shall be put on in the public domain for 30 days for seeking claims and objections on grounds of public inconvenience, safety and general public interest.

3. In view of the above, comments/ objections of public of the above application is invited to the below mentioned address, which should be reached by this office within 30 days for the date of publication beyond which no comments shall be entertained.

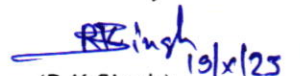
**The Regional office**

**National Highways & Infrastructure Development Corporation Ltd.**  
(Ministry of Road Transport & Highways, Government of India)  
Regional Office 3<sup>rd</sup> floor, UD Bhawan, Shakuntala Road,  
Agartala Tripura-799001, Email: edp-agartala@nhidcl.com

4. This issues with the approval of ED (P).

Encl:- as above

Yours faithfully

  
(R K Singh)  
DGM (P)  
RO Agartala

Copy to: -

1. Sr. Technical Director, NIC MoRT&H New Delhi. With a request to upload this letter on Ministry's website in view of MoRT&H circular dated 22.11.2016.

2. **GM(P) PMU-Khowai:-** for information and with request to work out the amount of license fee and Performance bank Guarantee amount as per site condition and para-5 of the MoRT&H circular dated 22.11.2023 and convey the same to the applicant with intimation to this office.
3. **DGM (C&M), Pipeline Engineering Services, ONGC Agartala;-** for information and with a request to deposit the requisite license fees and also submit the requisite Performance BG as worked out by the GM (P) PMU Khowai. The License fee shall be deposited online through NOC portal with intimation to GM (P) PMU Khowai, and the Performance BG should be in favour of "Executive Director (P), RO NHIDCL Agartala.
4. **Shri. Prabodh Kumar Sharma GM (T) HQ NHIDCL** for kind information.
5. **NIC, District- West Tripura-** with a request to circulate in public domain.

Yours faithfully

(R K Singh)  
DGM (P)  
RO Agartala





परियोजना प्रबंधन इकाई- खोवाई

राष्ट्रीय राजमार्ग और अवसंरचना विकास निगम लिमिटेड

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

PMU- Khowai

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road Transport & Highways, Govt. of India)



**BHARATMALA**  
ROAD TO PROSPERITY

भारत सरकार का उपक्रम

A GOVT OF INDIA UNDERTAKING

NHIDCL/PMU-Tel/NOC/37(2)/2020-21/1366

Dated: 04.10.2023

To

Executive Director (Project)  
RO-Agartala, NHIDCL

Sub: Permission for Laying of 2 Nos. 114.30 OD x 7.9 mm WT (Wall thickness) CS Underground Gas flow line along road (NH 108B) under Highway Authorities for a stretch of around 2.336km (along the road 2300 m and crossing 36 m)

Ref: i. ONGC letter no. AGT/ES/PIPILINE/KUDD/03/2023 dated 21.09.2023  
ii. Ministry letter no. NH-36094/01/2022-S&R(P&B) dated 17.04.2023  
iii. Ministry letter no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016

Sir,

With reference to the above cited subject, it is state that, **OIL AND Natural Gas Corporation Limited (ONGC)** has submitted a proposal for seeking access permission for laying of 2 Nos 114.30 OD x 7.9mm WT CS Underground Gas pipe line. Accordingly, the same has been examined with reference to the guidelines related to grant of permission for accommodation of public and industrial utility services along and across National highways, issued by Ministry letter no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and forwarded the instant proposal to NHIDCL, RO-Agartala along with the necessary documents as per the Ministry Circular dated 22.11.2016 & 17.04.2023.

2. In this context, Proposal which contains the following documents are enclosed herewith
- Detailed calculation sheet for the License fee & PBG as per ministry dated 22.11.2016 & 17.04.2023
  - Drawing showing the route line of utility corridor has been enclosed.
  - Circle value of concerned mouza has provided by the department.
  - All the necessary undertaking submitted by the applicant.
  - Draft Agreement regarding granting of Right of way permission enclosed.

3. In view of the above, it is to mention that the **ONGC** has also uploaded the instant proposal through MoRTH NOC portal & the license fee has been generated automatically which is not matching with the license fee calculation sheet submitted by ONGC and the matter has also been referred to MoRTH for resolving this issue & the same is not resolved till date. Moreover, the online proposal submitted by ONGC has also been forwarded to RO-Office through MoRTH NOC portal.

4. In view of above, the subject proposal is herewith forwarded with recommendation for according necessary approval from the competent Authority so that the licence fee and PBG can be paid accordingly for further processing of the proposal.

Yours Sincerely

Encl: As stated

  
(R K Tindwal)  
General Manager (Project)





**OIL AND NATURAL GAS CORPORATION LIMITED**  
**ENGINEERING SERVICES, TRIPURA ASSET**

**BADARGHAT COMPLEX, AGARTALA- 799014**

Tel: +91-381-2363637 Fax: 0381- 237 4288

No: AGT/ES/PIPELINE/KUDD/03/2023

Date: 21.09.2023

To

The General Manager (Project)

National Highway & Infrastructure Development Corporation Ltd.

Khowai, Khowai District, Pin – 799 202

Subject: Permission for Laying of 2 Nos. 114.30 OD x 7.9 mm WT (Wall Thickness) CS Underground Gas Flow line along road (NH 108B) under Highway Authorities for a stretch of around 2.3 km- **“Observation regarding the proposal”**.

Reference: (i) Online Application No – 20230831/2/14/20795/3480 dated 11.09.2023  
(ii) Letter no. AGT/ES/PIPELINE/KUDD/03/2023 dated 11.09.2023 & 12.09.2023.  
(iii) Your letter no. NHIDCL/PMU-Tel/NOC/37(2)/2020-21/173-74 dated 12.09.2023

Sir,

This is with reference to our earlier request letter no. AGT/ES/PIPELINE/KUDD/03/2023 dated 11.09.2023 regarding permission to lay 2 Nos. 114.30 OD x 7.9 mm WT (Wall Thickness) CS Underground Gas Flow line along the road (NH 108B) under Highway Authorities for a stretch of about 2.3 km. ONGC Tripura Asset has also submitted the online application No - 20230831/2/14/20795/3480 dated 11.09.23. A copy of the letter on subject matter is attached for ready reference.

Your above reference letter dated 12.09.2023 has been received in which your office has some more observations over the submitted proposal. We have acknowledged the observations and now the proposal is modified considering the MORT&H guidelines & observations listed out. The draft agreement regarding granting of Right of Way permissions for laying utility services on National Highways, calculation sheet of license fee and PBG, desired undertakings, and highway cross sectional drawing have been modified and attached for your perusal. Accordingly, the modified proposal is hereby resubmitted for permission after incorporating the observations mentioned in your above reference letter.

The submission of fees and subsequent process can be followed as per procedures. However, as already highlighted in the previous correspondences, these two wells are of utmost importance and needs immediate connection to fulfil the gas demand of Tripura power sectors. Considering this criticality of the case and to fulfil gas supply commitment, humbly requesting your office to accord in-principle permission to continue the pipeline laying works along the NH-108B as requested above, so that ONGC can fulfil the gas supply commitment.

Encl: As above

With warm regards,

N.N. Patel

DGM (C&M), Pipeline

Engineering Services, Tripura Asset, Agartala

Badarghat Complex, Agartala - 799014







**OIL AND NATURAL GAS CORPORATION LIMITED**  
**ENGINEERING SERVICES, TRIPURA ASSET**

**BADARGHAT COMPLEX, AGARTALA- 799014**

Tel: +91-381-2363637 Fax: 0381- 237 4288

Sl. No.	Observations listed out by NHIDCL	Replies against observations
1.	Draft Agreement regarding granting of Right way of way permissions is not enclosed.	The draft agreement regarding granting of Right of Way permissions for laying utility services on National Highways is enclosed.
2.	The calculation sheet of license fee seems to be wrong. The same needs to be corrected as per the MoRTH circular.	Detailed calculation sheet of license fee as per latest MORT&H circular is attached.
3.	Detailed calculation sheet of PBG is not enclosed.	Detailed calculation sheet of PBG as per latest MORT&H circular is attached.
4.	ONGC has mentioned in respect to point 7 of its reply letter that a note related to various safety clearance is attached. However, the same is not found enclosed with the proposal and the details of the same is to be resubmitted.	A note related to this at Appendix – 2 is attached.
		In addition to the above, desired undertaking from ONGC and highway cross sectional drawing have been modified and is attached.

*For checked*  
*22/9/2023*  
**N.N. PATEL**  
**DGM (C&M)**  
**Engg. Services**  
**ONGC, Tripura Asset, Agartala.**



**OIL AND NATURAL GAS CORPORATION LIMITED  
ENGINEERING SERVICES, TRIPURA ASSET**

**BADARGHAT COMPLEX, AGARTALA- 799014**

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Appendix – 1

Undertaking

We confirm that we have read the Ministry of Road Transport and Highways Policy guidelines regarding Accommodation of Public and Industrial Utility Services along and across National Highways and do hereby declare or confirm:

1. Not to cause Damage to other utility, if caused damage then will pay the losses to the concerned agency NHIDCL.
2. Renewal of Bank Guarantee as and when asked by MoRTH/NHIDCL shall be furnished.
3. To all standard condition of Ministry's guidelines.
4. For indemnity against all damages and claims.
5. That if any claim is raised by the concessionaire/ contractor then the same has to be paid by the applicant.
6. That prior approval of the NHIDCL shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the utility located in the National Highway Right of Ways.
7. That expenditure if any incurred by NHIDCL for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line.
8. That text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016.
9. For shifting of utility as and when asked by MoRTH/NHIDCL.

*N.N. Patel*  
*20/9/2023*

N.N. Patel  
DGM (C&M), Pipeline  
Engineering Services, Tripura Asset, Agartala  
Badarghat Complex, Agartala - 799014





**OIL AND NATURAL GAS CORPORATION LIMITED**  
**ENGINEERING SERVICES, TRIPURA ASSET**

**BADARGHAT COMPLEX, AGARTALA- 799014**

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**Appendix – 2**

We would like to bring to your attention that Oil and Natural Gas Corporation (ONGC), an undertaking of the Government of India under the ownership of the Ministry of Petroleum and Natural Gas, possesses the necessary licenses for exploration of oil and gas. Various safety clearances as applicable will be taken by ONGC if required in future.

*20/9/2023*  
N.N. Patel  
DGM (C&M), Pipeline  
Engineering Services, Tripura Asset, Agartala  
Badarghat Complex, Agartala - 799014

## Application Details [20230831/2/14/20795/3480]

Highway	NH108B [NH108B]
Name of Highway Authority	NHIDCL new delhi
Highway Administration Address	RO Agartala RO Agartala
Whether the Fuel Station is part of Rest-area complex	No
Name of Applicant/Oil Company	OIL AND NATURAL GAS CORPORATION LTD Address: ENGINEERING SERVICES PIPELINE DEVISION TRIPURA ASSET, AGARTALA OIL AND NATURAL GAS CORPORATION LTD BADARGHAT AGARTALA, Agartala (TRIPURA), PIN: 799014 Phn: 9427504644 Email: PATEL_NN@ONGC.CO.IN
Application Category	Public Utility
Utility	Pipelines
State	TRIPURA
Type	New
Remarks	APPLICATION FOR OBTAINING PERMISSION FOR LAYING TWO NUMBERS PIPELINE OF 114.3MM OD X 7.9MM WT, THROUGH AGARTALA - MOHANPUR ROAD(NH-108B)
Submitted On	03 Oct 2023 16:02:50





## Details

1. Length in Meters *	2336
2. Width of available ROW	
I. Left side from center line towards increasing chainage OR km direction *	5
II. Right side from center line towards increasing chainage OR km direction *	5
3. Proposal to lay the utility	
I. Left side from center line towards increasing chainage OR km direction *	6
II. Right side from center line towards increasing chainage OR km direction *	6
4. Proposal to acquire the land	
I. Left side from center line *	506.84
II. Right side from center line *	17.56
5. Whether proposal is in the same side where land is not to be acquired *	No
If not then where to lay the cable *	NA
6. Details of already laid services if any along the proposed route *	NA
7. Number of Existing lanes *	2 Lane
8. Proposed number of lanes *	2 Lane
9. Service road Exists *	No

**10. Proposed Service road**

Left side from center line

0

Right side from center line

0

**11. Whether proposal to lay cable is after the service road or between the service road and main carriageway \***

N/A

**12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same \***

HDD

**13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line \***

Yes. The no. of crossings are 3. Crossing of road shall be through HDD method as per Circular No. NH 36094/01/2022-S&R (P&B) dated 17th April, 2023 Clause 3..

**I. Whether the existing drainage structures are allowed to carry utility pipeline. \***

NA

**II. Is it on a line normal to NH? \***

No

**III. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 mtrs. \***

0.00



IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable. Mention type of casting. \*

Steel

V. Ends of the casing/conduit pipe shall be sealed from outside, so that it does not act as a drainage path. \*

Yes

VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. \*

Yes

VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 \*

Yes

VIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete or dense bituminous concrete type. \*

HDD

14. Whether the proposal satisfies the following:



I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the future widening. \*

NA

II. Where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 M width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 laning. \*

NA

III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. \*

NA

IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. \*

Yes



V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused. \*

NA

15. Document/Drawings enclosed with the proposal \*

Yes

I. Cross section showing the size of trench for open trenching method (is it normal size of 1.2m (min.) deep x 0.3 wide) \*

Yes

II. Cross section showing the size of pit and location of cable for HDD method \*

Yes

III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. \*

Yes

IV. Methodology of laying of the Utility Pipeline/OFC \*

HDD/Open Cut

V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench \*

Refilling will be done as per guidelines

(a) The trench width should be at least 30 cms but not more than 60 cms wider than the outer diameter of the pipe \*

Yes

(b) For filling of the trench, bedding shall be to a depth of not less than 30 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yield firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material \*

Yes

(c) The backfill shall be completed in two stages, i) Side fill to the level of the top of the pipe and ii) Overfill to the bottom of the road crust \*

Yes

(d) The side fill shall consist of granular material laid in 15 cms, layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor density. Overfill shall be compacted to the same density as the material that has been removed. \*

Yes



(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. \*

Yes

(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours. \*

Yes

(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. \*

NA

VI. Horizontal Directional Drilling (HDD) Method \*

HDD

VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). \*

NA

16. Draft license Agreement signed by two witnesses. \*

Yes

I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016. \*

Yes

17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R, dated 22.11.2016. \*

Yes

I. Confirmation of BG has been obtained as per MoRTH guidelines \*

Yes

18. Affidavit/Undertaking from the Applicant for following is to be furnished

a) Undertaking not to Damage to other utility, if damage then to pay the losses either to NHAI or the concerned agency. *		Yes
b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. *		Yes
c) Undertaking Confirming all standard condition of Ministry's guidelines. *		Yes
d) Undertaking for indemnity against all damages and claims *		Yes
e) Undertaking for management of traffic movement during laying of utility line without hampering the traffic *		Yes
f) Undertaking that if any claim is raised by the concessionaire/ contractor then the same has to be paid by the applicant. *		Yes
g) Undertaking that prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the utility located in the National Highway Right of Ways. *		Yes



h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *	Yes
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *	Yes
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *	Yes
k) Certificate from the applicant in the following format	
l) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time us will be stipulated by NHAI for future six laning or/any other development	
19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *	Sudipta Chakraborty
20. The Power of Attorney is in favour of authorized signatory? *	No

Locations						
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TRIPURA	West Tripura	NH108B [NH108B] (0.000-45.300) From Km: 2.36 To Km: 4.66	Chainage Point: 2.36 Lat: 23.889 Lng: 91.306	Chainage Point: 4.66 Lat: 23.908 Lng: 91.312	View

Documents				
Sno	Stage	Document	Mandatory	Action
1	Under Submission	Layout and Drawings	Yes	View
2	Under Submission	Any Other Supporting Document	No	View
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No	--
4	Under Submission	Safety Clearance from Directorate of Electricity	No	--
5	Under Submission	Safety Clearance from Chief Controller of Explosives	No	--
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No	--
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	--
8	Under Submission	Safety Clearance from State/Central Pollution Control Board	No	--
9	Under Submission	Any Other Statutory Clearance as applicable	No	--

Applicable Fee Details					
Sno	Fee Head	Stage	Fee	Amount	Status
1	Utility Fees	Technical Approval	License Fees	9671.01	



### License Fee Calculation

Plot No	Pipe OD (m) A	Length (m) B	Area (sq m) C = A x B	Total Utilized Area for Two (2) Lines (sq m) D = C x 2	Prevailing Circle Rate of land per unit area (₹ per sq m) E	License Fee for 1st year (as per Circular no. NH-36094/01/2022-S&R (P&B) Dated: 17th April, 2023 Para 5.2) F = D x E x 1.5%	License Fee for 2nd year with 6% annual increment G = F x 1.06	License Fee for 3rd year with 6% annual increment H = G x 1.06	License Fee for 4th year with 6% annual increment I = H x 1.06	License Fee for 5th year with 6% annual increment J = I x 1.06	Total License Fee for 5 years K = F + G + H + I + J
1360	0.114	2336	266.304	532.608	111.77	10000.00	10600.00	11236.00	11910.16	12624.77	56370.93

**Note:**

- As per Circular No. NH-36094/01/2022-S&R (P&B) Dated: 17th April, 2023 Para 5.2, License Fee for public utility shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 1.5% per annum, subject to minimum of ₹ 10,000/-
- Prevailing Circle Rate of land = ₹ 179432 per Kani which is equivalent to ₹ 111.73 sq m (Copy Attached)

### PBG Calculation

Sl. No	Name of Mouza	Total Utilized Area for Two (2) Lines (sq m)	Amount of PBG (in ₹ per Sq.m/month)	Amount of PBG for one year in ₹
A	B	D	E	F = D X E x 12
1	DEBENDRA CHANDRA NAGAR	532.608	100	639129.60

**Note:**

- As per Circular No. RW/NH-33044/29/2015/S&R (R) Dated: 22nd November, 2016 Para 6, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially shall have to be furnished by the utility service provider/ Licensee, where the rate in ₹ per m for utility services such as pipes etc <=300 mm dia/width is ₹ 100.  
Hence Applicable PBG amount with a validity of one year initially is ₹ 639129.60/-.

**SUDIPTA CHAKRABORTY**  
महाप्रबंधक (यांत्रिकरण)  
General Manager (Inst.)  
ओ.एन.जी.सी., त्रिपुरा परिसर, अगरतला  
ONGC, Tripura Asset, Agartala

**ASHIM DEBBARMA**  
AEE (Mech)  
ONGC, Tripura Asset,  
Agartala.

মোজা দেবেশচন্দ্রনাথগৰ নং২৭ পিট নং১  
তহশীল দেবেশচন্দ্রনাথগৰ  
গাজৰ সাৰ্বেল মোহনচন্দ্ৰ  
মহাবুমা সদৰ  
জিলা পশ্চিম ত্ৰিপুরা  
ত্ৰিপুরা

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Figure 10 shows the results of the analysis of the data from the 1000 Hz and 1500 Hz conditions. The results show that the 1000 Hz condition is significantly better than the 1500 Hz condition for the 1000 Hz condition, but not for the 1500 Hz condition. This is consistent with the results of the 1000 Hz condition, which showed that the 1000 Hz condition is significantly better than the 1500 Hz condition for the 1000 Hz condition, but not for the 1500 Hz condition.

भाग ८६

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(A.K.A. KAN BHOVSIR)  
DIRECTOR OF SURVEYS AND LAND RECORDS  
TAMPA, FL

  
ASHIM DEBBARMA  
AEE (Mech)  
ONGC, Tripura Asset,  
Agartala.



DEBENDRA CHANDRA NAGAR NO. 27

মৌজা দেবেন্দ্রচন্দ্রনগর নং২৭ সিট নং১

তহশীল দেবেন্দ্রচন্দ্রনগর

রাজস্ব সার্কেল মোহনপুর

মহকুমা সদর

জিলা পশ্চিম ত্ৰিপুৰা

ত্ৰিপুৰা

  
ASHIM DEBBARMA  
AEE (Mech)  
ONGC, Tripura Asset,  
Agartala.





सत्यमेव जयते

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Government of Tripura

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Unique Doc. Reference : SUBIN-TRTRSHCIL0145244533513145V  
Purchased by : ONGC  
Description of Document : Article IA-5(2) Agreement including a higher Agreement  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : GM KHOWAI NHIDCL  
Second Party : ONGC  
Stamp Duty Paid By : ONGC  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)

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IN-TR23528302803838V

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

RD

0011008171

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.



Agreement to lay ~~Telecom cable / OFC cable / electrical cable /~~ pipe line/~~duets etc.~~  
from \_\_\_\_ to \_\_\_\_ Km of \_\_\_\_ land.

This Agreement made this \_\_\_\_ day of \_\_\_\_ (month) of \_\_\_\_ (year) between acting in his executive capacity through \_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_

(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km \_\_\_\_ to \_\_\_\_ Of NH No \_\_\_\_ RoW.

Whereas the Licensee proposes to lay ~~Telecom cable / OFC cable / electrical cable /~~ pipe line/~~duets etc.~~ referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km \_\_\_\_ to Km \_\_\_\_ of road/route up to \_\_\_\_ and from km \_\_\_\_ to km \_\_\_\_ of road/route up to \_\_\_\_.

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

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

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance,



project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.

4. The Licensee shall pay license fees @ ₹ \_\_\_\_\_/sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority:





11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
  - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
  - b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
  - c. The side fill shall consist of granular material laid in 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 specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;



18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through 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 @ ₹\_\_\_\_ per route metre / ₹ \_\_\_\_ per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.





24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that utility services are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other



than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.

33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
  - a. operation, repair and maintenance guidelines given by the manufacturers.
  - b. the requirements of Law.
  - c. the physical conditions at the Site, and
  - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.





41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/ NHAI/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S' \_ (LICENSEE)

BY SHRI\_

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED  
EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. \_ DATED  
PASSED BY HTE BOARD OF DIRECTORS IN THE MEETING HELD ON

IN THE PRESENCE OF (WITNESSES):

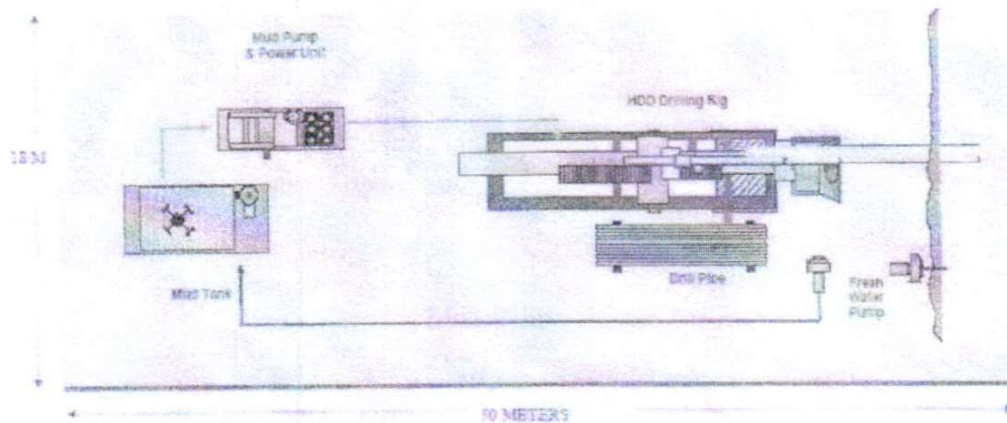
## 5.0 METHODOLOGY

### 5.1 ROU PREPARATION AND GRADING

The ROU at the vicinity of the entry point and exit point shall be graded as per submitted and approved grading procedure and instruction of site in-charge

### 5.2 EQUIPMENT LAYOUT

The HDD equipment layout at the rig side shall be laid out as per the sketch as depicted in fig.01 below.



### 5.3 Stringing of line pipes and welding of pipe string

Pipes of grade and thickness as indicated in the drawings of the individual crossings / approved design shall be strung on sand bags in such a way to match the grade profile. The string shall end at the anticipated exit point of pilot hole drill rod. The requisite numbers of pipes shall be string as per approved stringing procedure in ROU limits and stringing report as per the said document shall be generated.



Joint welding including necessary beveling, grinding and line up etc, shall be carried as per approved WPS and approved welding procedure. Nondestructive testing shall be carried by Radiography as per as applicable codes and approved procedure.

#### **5.4 PRE-INSTALLATION HYDROSTATIC TESTING**

1. After clearance of all the weld joints of the drill string, the drill string shall be subjected to a pre-installation hydro testing. The pre hydrostatic test shall be done as per approved procedure.
2. The maximum test pressure of the pre-installation hydro test shall be 1.25XDesign pressure. The water for hydro test shall be taken from nearby water stream or water is drawn out from nearby tube well. After stipulated test pressure has been achieved, the test pressure shall be retained in the pipeline section for period of 24 hours.
3. A constant observation of the ambient temperature and pressure shall be maintained by reading of pressure gauge at regular interval of 30 minute in the Temperature/Pressure log format. The pipes under test shall be subjected to visual inspection for any leakage or deformation.
4. The test shall be considered acceptable if after the end of hold period if no bleeding of water is found and if pressure has kept a constant value throughout the test duration, except for changes due to temperature effects, and there is no abrupt pressure drop throughout test duration.
5. Water shall be drained by opening the drain valve and blowing compressed air at the vent connection.

#### **5.5 JOINT COATING & CORROSION COATING REPAIR**

1. After acceptance of pre- hydro test & after water is completely drawn out, the girth weld joints shall be coated as per approved joint coating procedure.
2. The coating material used shall be HTCP-80 wraparound sleeves coated with silicon adhesive, cut suitable for 8" Dia. Pipes.
3. Prior to application of heat shrink sleeves, the surface of the pipes shall be blast cleaned to uncoated steel surface shall then be grit blast cleaned to a finish equivalent to ISO 8501-1 and have roughness profile of 50-70 microns.
4. Before installing the wraparound sleeve, the bare steel surface shall be pre heated with a torch moved back and forth over the surface. The minimum preheat temperature shall be maintained during the applications and shall be checked by contact type temperature recorder.
5. After the application of joint coating sleeves, they shall be checked by a full circle holiday test at a voltage of 25 KV.

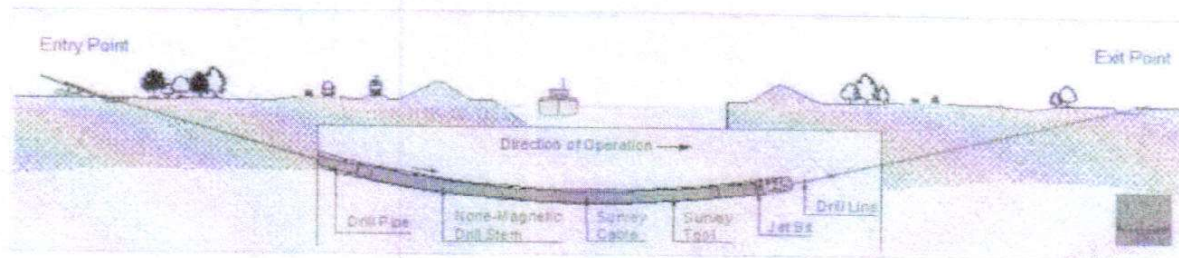
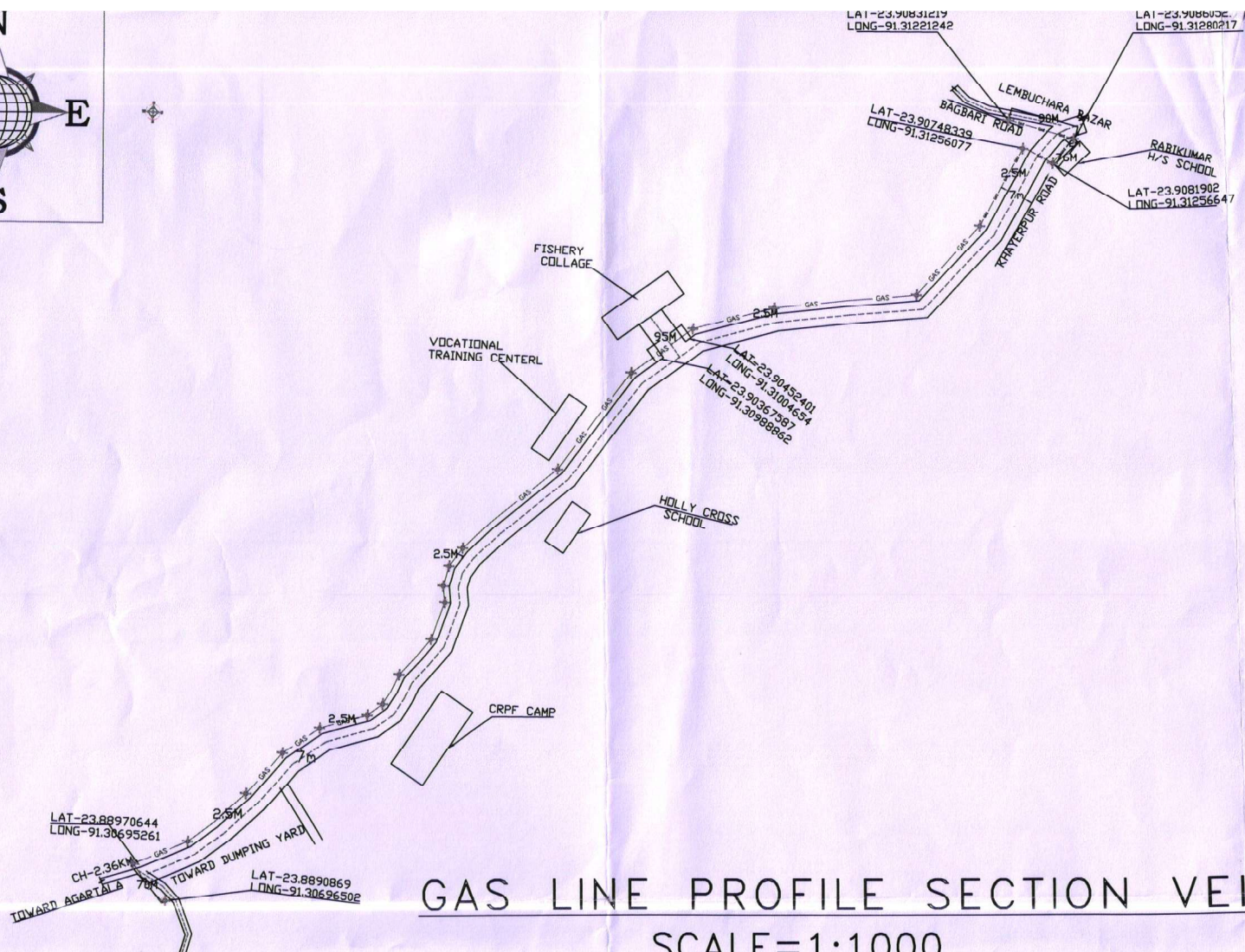


Figure 2: Pilot Hole Drilling



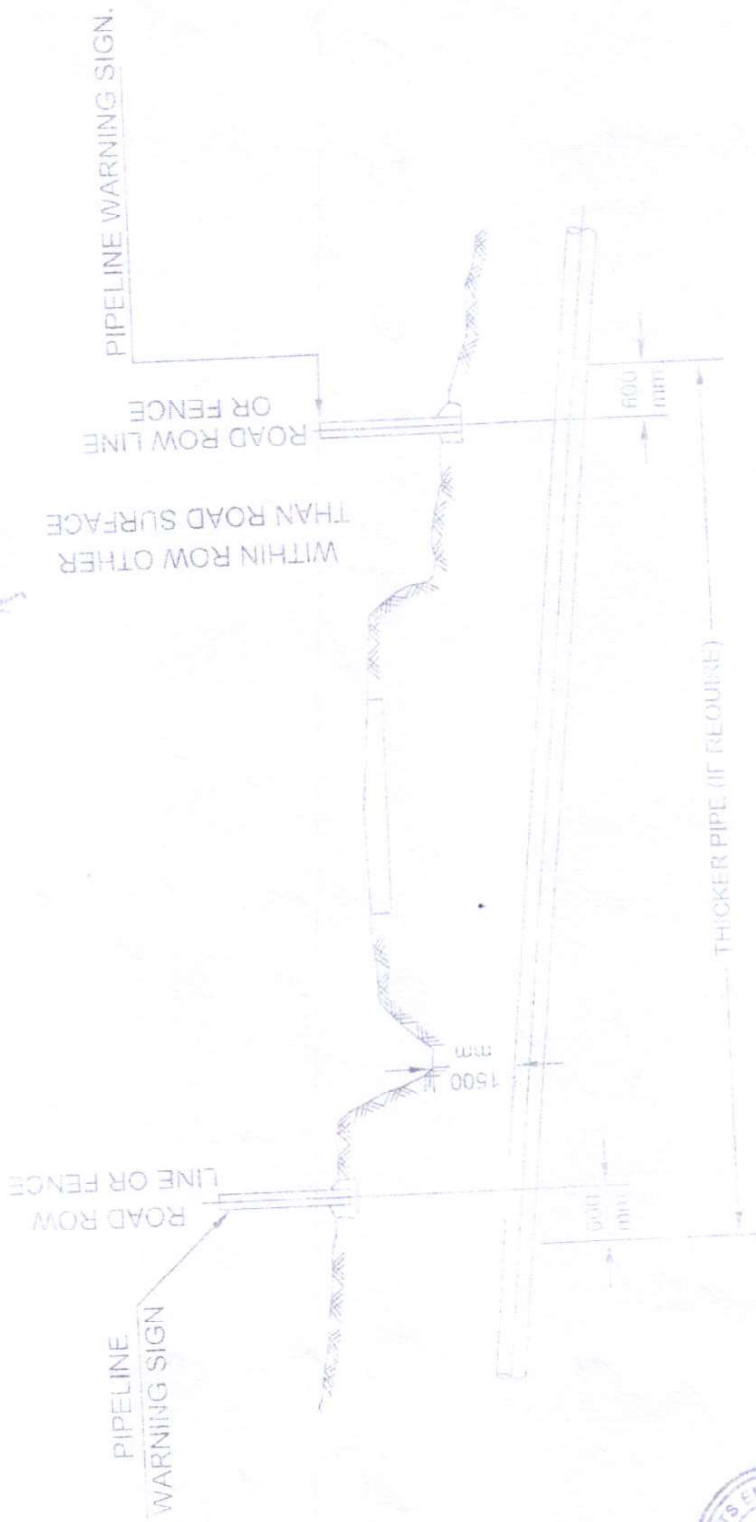
## 5.6 Pipe Pull Back and Installation

1. Once the reaming and swab passes are completed, the drill pipe shall be picked up and placed on the rolling cradles with the help of lifting apparatus (Excavator or side boom). The pipeline shall be positioned perfectly in line with the bore hole. An exit angle of approximately 80 - 100 will have been established allowing the product pipe to gently free stress in to the borehole at the exit location.
2. Once aligned, the pulling apparatus will then be attached to the leading end of the drill pipe string and the product pipes will be fed gently in to the bore hole. Since the diameter of the pipe is not very large, the pipe will be slightly buoyant.
3. Pullback will continue until the leading end of the product pipe reaches the surface entry location and is expected to take approximately 80 – 100 meter/hour. It is worthwhile to note that while the pipe is being pulled in the hole, the product pipe rotates very slowly in the direction opposite to the rotation of the leading reamer. The rate of rotation depends on the reamer rpm and friction in the hole.
4. As the pipe string is being pulled in to the open borehole, drilling fluid is pumped through the rotating jet swivel. This aids in the further suspension of the drilled solids that may be in the hole. These solids are removed by the viscosity of the fluid coming out when the pipe displaces the drilling fluids in the open hole.
5. A Regular recording of the progression of the pulling process, the pulling log shall be maintained at site.


$$SCAF = 1.1000$$







OIL & NATURAL GAS CORPORATION LTD.  
G&M SECTION.

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HIGHWAY  
UNIFORMITY OF DESIGN

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UNIFORMITY OF DESIGN

NOTE: 1. ALL HIGHWAY CROSSING SHALL BE RESTORED TO ORIGINAL CONDITION TO THE ENTIRE SATISFACTION OF COMPANY & CONCERNED AUTHORITIES HAVING JURISDICTION. 2. ALL DIMENSIONS ARE IN MM. 3. ALL THE CROSSING TO BE CONSIDERED FOR PAYMENT PURPOSE SHALL BE THE CROSSING TO THE CONTRACT DOCUMENT.





Show 10 entries

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After clicking on "verify Plot" button, save button will be enabled

Sr. No.	Location	Usage Category	Construction Type	Road Type	Zone Number	Rate Entry	Unit
1	1360	Open Land				179432	Kani
2		Structured Property	RCC Flat roof Building Framed Structure			686	Square Feet
3		Structured Property	RCC Flat roof Building Load Bearing			620	Square Feet
4		Structured Property	Pacca wall with GCI Sheet roofing Pitched roof building			471	Square Feet

Tehasil \*

Showing 1 to 4 of 4 entries  
Debendra Chandra Nag

Revenue Village/Mouja \*

Previous 1 Next

Debendra C...

Plot Number

Close

1360

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Location

Debendra Chandra Nagar Plot No

1360

Property Usage

☐ Developing Land☐ Structured Property Residential

V W N B 3 4

Enter Captcha Code



New Valuation

Calculate & Save

View

SD View

Site designed and developed by National Informatics Centre (<http://www.nic.in/>)

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## 7.0 SECTION 6: HEALTH, SAFETY & ENVIRONMENT

1. Machine operator involved shall be an experienced person.
2. It is to be noted that the special care to be adopted against snake/ insects bite.
3. **PPE** shall be used in this activity.
4. HSE Officers shall conduct daily tool box meeting and record to be maintained properly.
5. Only trained rigging personnel to be deployed for this activity.
6. Personnel around the machine (if any) should be cautious about overhead falling objects.
7. During the movement of earth moving equipment the operator should blow horn to caution the people around.
8. All Measuring & Test Equipment used shall be well maintained.
9. All lifting devices & Tolls used shall be well maintained.
10. **OISD guidelines and MoRTH guidelines shall be followed.**
11. **The working/excavated area shall be properly barricaded with safety signs.**

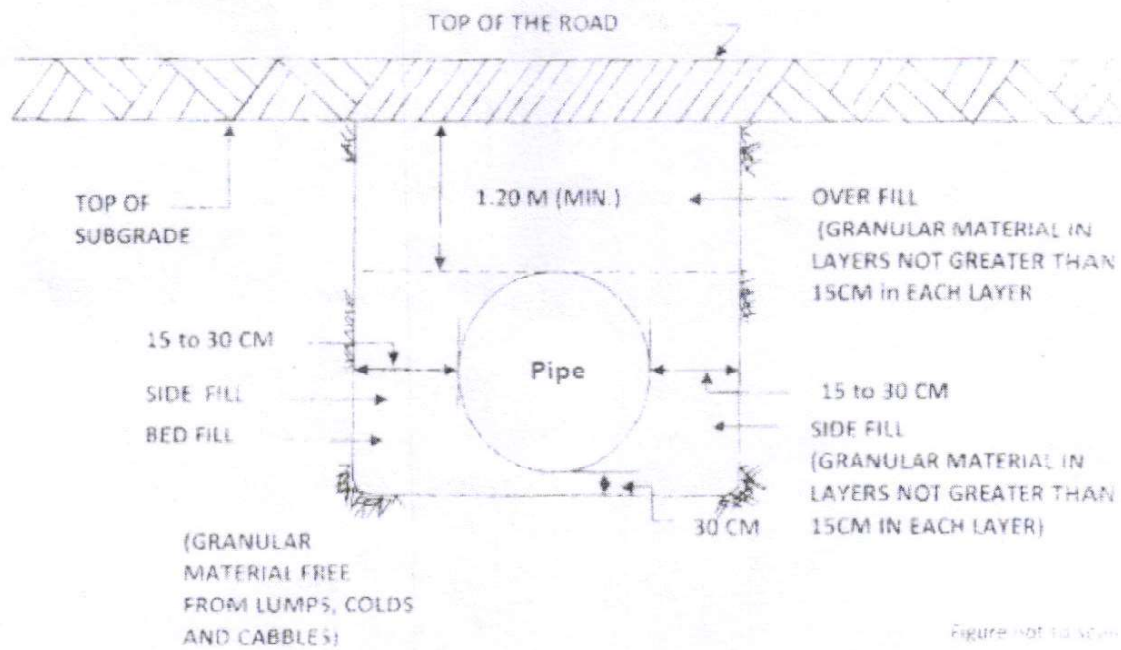


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD



Government of India  
Ministry of Road Transport and Highways  
(Highway Administration Cell)  
Transport Bhavan, 1, Parliament Street, New Delhi — 110 001  
No. NH-36094/01/2022-S&R(P&B) Dated: 17<sup>th</sup> April, 2023

To

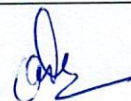
1. The Chief Secretaries of all the State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTS Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing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

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

Sir,

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

Clause	Existing provision	Amendments
3.1	The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.	The utility services shall normally be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry. Alternatively, for crossing of NH by pipelines for petroleum products, Horizontal Directional Drilling (HDD) method may be used





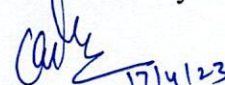
		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
5.	<p><b>Charges for granting licence for use of highway land:</b> For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial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



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

Yours faithfully



(Rakesh Prakash Singh)

Superintending Engineer (HA)

Copy to:

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

Copy for information to:

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



(Rakesh Prakash Singh)

Superintending Engineer (HA)



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

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

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

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

  
17/4/23





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

**S&R(R) ZONE**

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

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

**Dated: 22<sup>nd</sup> November, 2016**

**To,**

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

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

Sir,

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

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

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

**2. Laying of Utility Services along the National Highways:**

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

*Manoj Kumar*



2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level.

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

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct in such case shall not be less than one lane. In such cases, it also needs to be ensured that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee as per the agreement.

### **3. Laying of Utility Services across the National Highway:**

3.1 The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.

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

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

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

3.5 In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

3.5.2 The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.

3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified Proctor's density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

3.5.4 The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.

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

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

*Manoj Kumar*



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

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

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

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

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

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

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

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

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

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

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

5.3 Fee shall have to be paid in advance for the period for which permission is granted. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

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

**6.** All required restoration, maintenance work subsequent to laying of utility services shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

*Manoj Kumar*



filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.;

Utility services such as pipes etc (rate in per m)

provided in the ducts already provided

Rs 50

<= 300 mm dia/width

Rs 100

> 300 mm dia/width but <=1000 mm

Rs 250

> 1000 mm

Rs 500

Utility services such as towers etc (rate in Rs per sq m)

Rs 100

In case the Licensee fails to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.

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

Encls: As above.

*Manoj Kumar*

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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



**Public Utility provider and Industrial infrastructure**

**A. Public Utility Provider**

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

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

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

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

Draft

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**  
**PERMISSIONS**

**FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS**

Agreement to lay Telecom cable / OFC cable / electrical cable / pipe line / ducts etc.  
from                      to                      Km of                      land.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ of (year) between \_\_\_\_\_ acting in his executive capacity through \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km ..... to ..... of NH No. .... 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 Km \_\_\_\_\_ to Km \_\_\_\_\_ of road/route up to \_\_\_\_\_ and from km \_\_\_\_\_ to km \_\_\_\_\_ of road/route up to \_\_\_\_\_.

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

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

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.



2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
4. The Licensee shall pay license fees @ Rs ...../sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.



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



- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
  - c. The side fill shall consist of granular material laid in 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 specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs.     per route metre / Rs     per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;



21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches,



for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.

27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any



matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
  - a. operation, repair and maintenance guidelines given by the manufacturers,
  - b. the requirements of Law,
  - c. the physical conditions at the Site, and
  - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.



43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/ NHAI/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI \_\_\_\_\_

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S \_\_\_\_\_ (LICENSEE)

BY SHRI \_\_\_\_\_

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED \_\_\_\_\_

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. \_\_\_\_\_

DATED \_\_\_\_\_ PASSED BY HTE BOARD OF DIRECTORS IN THE  
MEETING HELD ON \_\_\_\_\_

IN THE PRESENCE OF (WITNESSES):

1.

2.

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/  
29/2015) Sd(R(R) dated 22.11.16.

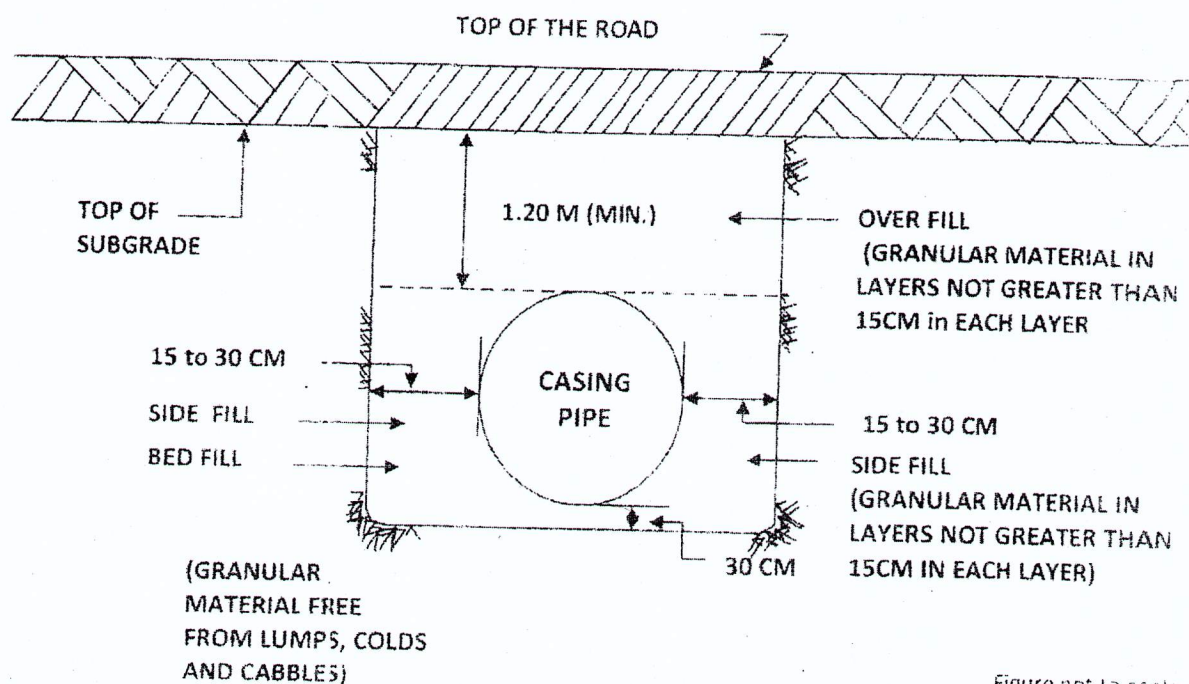


Figure not to scale

**FIGURE-1 INSTALLATION OF CASING PIPE FOR  
CROSSING THE ROAD**