

Date:12.12.2024

Invitation of Public Comments

Subject: Permission for crossing of Canal under the Kundalia project on NH-52 in the state of Madhya Pradesh – Reg.

DM, MPRDC, Bhopal vide letter no. 10867/MPRDC/DM BPL/2024 dated 08.11.2024 forwarded therewith a proposal for permission for crossing of Canal under the Kundalia project of MKPMU, Rajgarh, MP on NH-52 in the state of Madhya Pradesh.

2. As per Ministry vide OM No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the Highways Administrator will make available the proposal seeking permission for utility laying for public comments for 30 days on ground of public interest.

3. In view of the above the comments of public are invited on captioned proposal and the same should reach to below mentioned address within 30 days beyond which no comments will be considered.

The Highways Administration O/o RO Highways Administration Ministry of Road Transport & Highways IInd Floor, Nirman Bhawan, Bhopal-462011. Email: ro.bpl-morth@gov.in

4. This issues with the approval of Highways Administration-cum Regional Officer, MoRT&H, Bhopal. (Computer no. – 246629).

Digitally signed by Shubham Kaushal Ahirwar Date: 12-12-2024 17:42:23 Assistant Executive Engineer For RO, MoRT&H, Bhopal

Copy to:

- 1. The Senior Technical Director, NIC, Transport Bhawan, New Delhi-110001 for uploading on Ministry's Website.
- 2. The CE (NH), MPRDC, Bhopal-for information.
- 3. The DM, MPRDC, Bhopal for information with requested to submit the proposal in view of Ministry's circular no. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.

CIN: U45203MP2004SGC016758

Bhopal, dated:

M.P. Road Development Corporation Ltd.

(M.P. State Highway Authority)



8 H NIAM

Date 09/12

8/11/2024

(Govt. of M.P. Undertaking)

45-A, Arera Hills, Bhopal-462011 2765205 Fax : 0755-2572643, Website : mprdc.gov.in

No 10.86?../MPRDC/DM BPL/2024 To,

> Assistant Executive Engineer, Chief Engineer – R.O. MoRT&H Regional Office 2nd floor, Nirman Bhawan, Arera Hills, Bhopal-462011

A-66-11

- Sub: Regarding permission for pipe line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia project under Agreement no. 11/2019-20 date 06.03.2020 by HDD Method.
- Ref: VVC Realinfra Pvt. Ltd., letter no. VVCRIPL/MPRDC/DM BPL/05/02/2024-25 dated 22.10.2024

In reference to above cited subject. The site inspected by Shri Vikram Thakur, AGM, MPRDC, Bhopal with representative VVC Realinfra Pvt. Ltd. Regarding permission for pipe line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia project under Agreement no. 11/2019-20 date 06.03.2020 by HDD Method.

The proposal checked as per stipulated norms for Ministry of Road Transport & Highway, Govt. of India New Delhi, Circular No. RW/NH-33044/29/2015/S&(R) dated 22.11.2016 and found in order.

The Following documents submitted herewith:-

- 1. Receipt of License fee Rs. 1,46,035/- on Bharatkosh.gov.in (Govt. of India)
- 2. BG amounting to Rs. 4,77,473/-.
- 3. Checklist duly verified by DM, MPRDC.
- 4. Signed copy of License Deed.
- 5. Methodology.
- 6. Drawing for laying/crossing of Gas Pipeline.
- 7. Undertaking.

The License fee Rs. 1,46,035/- deposited on Bharatkosh.gov.in (Govt. of India) receipt portal

Transaction reference no. 1206240011802 dated 12.06.2024 & Bank Guarantee No. 572GT02242270008 amounting to Rs. 4,77,473/- of Axis Bank issued on date 16.10.2024 has deposited by VVC Realinfra Pvt. Ltd. Raghogarh.

The proposal recommended & forwarded in favor of Approval please.

Encl:-As above.

Divisional Manager MPRDC, Bhopal Bhopal, dated: 8/11/2024

No J.O.S. & S../MPRDC/DM BPL/2024 Copy to:-

 VVC Realinfra Pvt. Ltd , Madan Mohan Lahoti Auto Comp. Transport Nagar, A.B. Road, Raghogarh for information.

Divisional Marager

Connecting People Through quality infrastructure

CIN: U45203MP2004SGC016758

M.P. Road Development Corporation Ltd.

(M.P. State Highway Authority)

(Govt. of M.P. Undertaking) 45-A, Arera Hills, Bhopal-462011

🖀 : 0755-2597290 / 2765205 Fax : 0755-2572643, Website : mprdc.gov.in

NO. 10512 /MPRDC/DM BPL/2024

Bhopal, dated: 8 /10/2024

Amrit Mahotsav

To,

Project Administrator, M.K.P.M.U. Rajgarı. (MP)

Sub: Regarding permission for road cutting for pipe line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia project under Agreement no. 11/2019-20 date 06.03.2020.

Ref: VVC Realinfra Pvt. Ltc letter no. VVCRIPL/MD/MPRDC BPL/05/01/2024-25 dated 21.06.2024

In reference to above cited subject. The site has been instructed by Shri Vikram Singh Thakur, AGM, M.P. Road Development Corporation Ltd., Bhopal with representative of

M.K.P.M.U. Rajgarh.

In this regard, deposit the Revised Bank Guarantee/FDR Rs. 4,77,472.50/- deposit in favor of MD, M.P. Road Development Corporation Ltd., Bhopal. So that the case will be forwarded to C.E.-R.O. MoRT&H, Bhopal for necessary action.

Permission for Cable laying /crossing for open trench shall not given by the MoRT&H and M.P. Road Development Corporation Ltd., only laying by HDD method shall be given.

Encl:-Revised BG amount Calculation sheet.

Divisional Manager MPRDC, Bhopal 00

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MADHYA PRADESH ROAD DEVELOPMENT CORPORATION DIVISION BHOPAL

Annexure-I

Calculation for Performance Bank Gaurantee

Permission for MPRDC Road Cutting for Pipeline at different locations at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia project

Applicant Department:	M.K.P.M.U. Rajgarh (M.P.)
Road Name:	Biaora Rajgarh MP/Rajasthan Border (NH)
Type of Pavement:-	Flexible Pavement (Two Lane)
No. of Crossings:	1

Crossing Ch.:- Ch. 416+500 Km

Performance Bank Guarntee Amount Calculation (As per PWD Govt. of MP Circular No. 1129/17/19 Bhopal dated 22.02.2017)

S.No.	Pipe Dia	Type of HDD section	Village/Town	District	Length (m)	Repair Trench Width	Area (Sqm)	Applicable Rates (Rs./Sqm)	Amount
1	2	3	4	5 .	6	7	8	9	10
1	800 mm	Repairing of Earthen surface beyond one meter of toe line of road and within RoW	Bhokpur	Rajgarh	42	2.5	105	210	₹ 22,050.00
	Additi	onal Rate for depth of cutting more than 1.2 m applicable rate Rs. 115 per 10 cr	n so total extra dep	th 2.1 m applica	ble rate is Rs. 2415	/-	105	2415	₹ 253,575.00
2	800 mm	Repairing of soft Shoulder & Earthen surface upto one meter from toe line of road		Rajgarh	4	2.5	10	1380	₹ 13,800.00
	Addit	ional Rate for depth of cutting more than 1.2 m applicable rate Rs. 115 per 10 cr	n so total extra dep	th 2.1 m applica	ble rate is Rs. 2415	1.	10	2415	₹ 24,150.00
3	800 mm	Repairing of Hard Shoulder	8hokpur -	Rajgarh	7	2.5		1475	₹ 25,812.50
	Addit	ional Rate for depth of cutting more than 1.2 m applicable rate Rs. 115 per 10 cr	n so total extra dep	th 2.1 m applica	ble rate is Rs. 2415	<i>l</i> •	17.5	2415	₹ 42,262.50
4	800 mm	Repairing of BC surface	Bhokpur	Rajgarh	7	2.5	17.5	3060	₹ 53,550.00
	Addit	ional Rate for depth of cutting more than 1.2 m applicable rate Rs. 115 per 10 cr	n so total extra dep	oth 2.1 m applica	ble rate is Rs. 2415	<i>ŀ</i>	17.5	2415	₹ 42,262.50
							Total Amo	unt per crossing (Rs.)	₹ 477,472.50

Total no. of Crossing (RS.)

BG for Crossings (Rs.) ₹477,472.50

1

Divisional Manager MPRDC, Bhopal

Asst. General Manager MPRDC, Bhopal



ISO Certification : 9001:2015,14001:2015,45001:20 Regd. Office : Madan Mohan Lahoti Auto Compl-Transport Nagar, A.B. Road, RAGHOGARH - 4732 Distt - Guna (M.P.) Ph.: 07544-2746 Email : vvcrealinfra383@gmail.cr CIN : U74110MP2013PTC0304 GSTIN : 23AAECV3881D12

Date : Date : Date: 21.06.2024

Ref: VVCRIPL/MD/MPRDC BPL /05/01/2024-25

.

To,

Ref.:

MR. Subodh Gautam AGM. Bhopal. Br MPRDC BHOPAL

SUBJECT: REGARDING THE SUBMISSION OF:-

- 1. BHARATKOSH TRANSACTIONS Ref No.1206240011802 Dated: 12th June 2024 Rs.1,46,035/-
- 2. FDR No.924040078062521 Dated: 18.06.2024 amount Rs.15,000 valid up to

50

18.06.2029 Ref no.8916/MPRDC/DM BPL/2024 Dated 27/05/2024 Regarding permission for Road cutting for Pipe Line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line.

Dear Sir,

We have received the above referred letter pertaining to the same, we have deposited the amount in the BharatKosh as per the reference number subjected as above along with the FD which is also mentioned as above. Kindly acknowledge the same & oblige.

Thanking You,

Yours Faithfully PVT.LTD. EALINFRA F SIGN TORY)

Endo - As above.

Sh. Wenderm Snit Deephri



IS BANK

GROUND FLOOR STRIMARESHWARI MILLS COMPOUND AGRAEOMBAY, ROAD Bamori Madhya Pradesh India 47300

U09124764046

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RECEIVED FROM

NS. WD WPRDC BHOPAL A/C VVC REAL INFRA PVT LTD MADAN MOHAN LAHOTI COMPLEX.TRANSPORT NAGAR, A.B.ROAD, RAGHOGARH GUNA. MADHYA PRADESH INDIA PIN - 473001

		and the second		
ACCOUNT NUMBER	AMOUNT	INTEREST RATE% P.A.	START DATE	MATURITY DATE
924040078062521	15.000.00	7.00	18-06-2024	18-06-2029
Deposit Amount: Rupees Fifteen Thousa Scheme Code GUNA INP1	nd only ENRIC	Customer Id Period of Deposit:60 Wode of Operation: A Nomination Status: Wi	Nonths	
Joint Holder Name : NA Waturity Amount : INR 21	212 00	PAN NO		

Maturity Amount : INR 21,222.00 Amount in words : Rupees Twenty One Thousand Two Hundred Twenty Two only

Naturity Instruction : Autorenewal(Unlimited)

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Note: *Premature closure will attract penal rates as per Bank rules. *Maturity Value is subject to TDS deduction, where *Facility of renewal with retrospective effect not available to deposits that have been overdue beyond fourteen d

Thermident of FD clause as below Please note that premature withdrawal will not be permissible under Flace Deposit For details, please refer to www.arisbank.com



bharatkesh.gov.in Government of India Receipt Portal

KECE D

Transaction Ref.No. 1206240011802

Dated: Jun 12 2024 12:20PM

Received from <u>M/S. VVC REALINFRA PRIVATE LIMITED</u> with Transaction Ref.No. <u>1206240011802</u>

<u>Dated</u> Jun 12 2024 12:20PM the sum of <u>INR 146035 (One Lakhs Forty-Six</u> <u>Thousand Thirty-Five Only</u> through Internet based Online payment in the account of

<u>License fee for laying of utility services</u>, <u>License fee of Permission for road</u> <u>cutting for pipe line</u>.

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

Printed On: 12-06-2024 12:24:00

Contenadore Compensilian Creatics esilies in Augura Charles

CIN: U45203MP2004SGC016758

M.P. Road Development Corporation Ltd. 7

(M.P. State Highway Authority)

(Govt. of M.P. Undertaking) 45-A, Arera Hills, Bhopal-462011

2765205 Fax : 0755-2572643, Website : mprdc.gov.in

No.<u>89</u>.16.../MPRDC/DM BPL/2024 To, Bhopal, dated: 27/05/2024

Amrit Mahotsav

Project Administrator, M.K.P.M.U. Rajgarh, (M.P.)

Sub: Regarding permission for Road cutting for Pipe Line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia Project under Agreement No.11/2019-20 dated 06.03.2020.

Ref: Your letter no. 352 /TS/MKPMU/2024 Rajgarh dated 19.03.2024.

In reference to above cited subject, the site inspected by Shri S.K. Gautam, Assistant General Manager, MPRDC, Bhopal with representative of M.K.P.M.U. Rajgarh. The Following documents to be submitted in this office with proposal: -

- 1. Receipt of License fee Rs. 1,46,035/- on Bharatkosh.gov.in (Govt. of India)
- 2. Bank Guarantee amounting to Rs. 15,000/- -- PDR
- 3. Checklist
- 4. Undertaking
- 5. Methodology
- 6. Working Drawing for laying/Crossing of Electric Cable.
- 7. Draft Agreement.

So, please deposit the License fee of Rs. 1,46,035/- on NTRP Portal and Bank Guarantee/FDR Rs. 15,000/- (Rs. Fifteen Thousand Only) deposit in favor of MD, MPRDC, Bhopal. Then case will be forwarded to C.E-R.O., MoRT&H, Bhopal for necessary action.

Permission for Road cutting for Pipe Line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia Project under Agreement No.11/2019-20 dated 06.03.2020 for open trench shall not given by the MoRT&H and MPRDC, only laying by HDD method shall be given.

Encl: Calculation Sheet.

Divisional Manager MPRDC, Div.-Bhopal

Calculation Sheet for License fee & BG

me of Road:- Permission for road cutting for pipeline at different location at tehsil Khilchipur for construction of ressurized pipe irrigation canal line of Kundalia project

Charges for granting license for use Highway Land for crossing at Ch. 416+150 km village Bhokpur Tehsil Khilchipur road License fee for Five Year.

S. No.	Chainage	Name of Village	District	L (m)	B (m)	Arera (Sqm)	Collector Guideline Rate for YR 2024-25 (Per Sqm.)	Amount =AreaxR/10x12
1	416+150	Bhojpur	Rajgarh	60	1.5	90.00	3100	2,325
	410.130		<u></u>		Licens	e fee for Or	ne monthTotal Rs.	2,325
				For fiv	e year Rs.	2325 x	60	1,39,500
			Ca			urpose @ 3	33% of license fee i.e.	46,035
							@ 100000/- per road	1
							e fee for Five year Rs.	

Bank Guranttee (Performance) for 01 Year

Total length 60 mtr x 250 per running meter

15,000.00

Totol Rs. For BG

15,000.00

Divisional Manager MPRDC, Bhopal

Asst. General Manager MPRDC, Bhopal





Ref .

VVC REALINFRA PVT. LTD

ISO Certification : 9001:2015,14001:2015,45001:2018 Regd. Office : Madan Mohan Lahoti Auto Complex, Transport Nagar, A.B. Road, RAGHOGARH - 473226 Distt - Guna (M.P.) Ph.: 07544-274692 Email : vvcrealinfra383@gmail.com CIN : U74110MP2013PTC030424 GETIN : 23AAECV3881D1ZG

Date :.....

Ref:VVCRIPL/MPRDC/DM BPL/05/02/2024-25

To Divisional Manager MPRDC, Bhopal

Subject: Regarding The Revised Submission of:-

1. FDR no. 679912476411 Dated 16th October 2024 Rs. 4,77,473/-

Ref no. 10517/MPRDC/DM BPL/2024 Dated 08/10/2024

Regarding permission for Road cutting for pipe line at different location at

Tehsil khilchipur for construction of pressurized pipe irrigation canal line of

kundalia project under Agreement no 11/2019-20 date 06.03.2020

Dear Sir,

We have received the above referred letter pertaining to the Same, we are depositing the revised FDR amount of **Rs. 4,77,473/-** Kindly acknowledge the same & oblige. Thanking You,

Yours faithfully NFRA PVT. LTD. For M (Authorized Signatory)



AXIS BANK COMEDUND AC BANECAIBAX ROAD Barron Madhya **RECEIVED FROM** NS. H D H P ROAD DEVELOPMENT CORPORATION LTD BHOPAL AJC NUC Realing49 Put He NADAN NOHAN LAHOTI COMPLEX, TRANSPORT NAGAR, A.B.ROAD, RAGHOGARH GUNA, MADHYA PRADESH PIN - 473001 INDIA S 22 C 4 MATURITY DATE START DATE INTEREST RATE% P.A. AMOUNT ACCOUNT NUMBER 16-10-2025 16-10-2024 6.70 4,77,473.00 924040100969451 Deposit Amount: Rupees Four Lakb Sevenly Seven Thousand Four Hundred Seventy Three only Scheme Code EWRIC Scheme Code EWRIC Period of Deposit:12 Nonths Node of Operation: ANY ONE PARTNER Nomination Status: Nomination not available GUNA [NP] PAN No : XXXXX881D Joint Holder Name : NA Maturity Amount : INR 5,10,276.00 Amount in words : Rupees Five Lakh Ten Thousand Two Hundred Seventy Six only Waturity Instruction : Autorenewal(Unlimited) Note: "Premature closure will attract penal rates as per Bank rules. "Maturity Value is subject to TDS deduction, wherever "Facility of renewal with retraspective effect not available to deposits that have been overdue beyond fourteen day MINISTER OF AL CLOUSE DE DETOT Pleise note that presalure withdraval will not be perpissible under Fired Deposit Plus Por defeiler pitese reift, it Tur atisbant .con.

CIN: U45203MP2004SGC016758

M.P. Road Development Corporation Ltd. (M.P. State Highway Authority)



(Govt. of M.P. Undertaking) 45-A, Arera Hills, Bhopal-462011 🕿 : 0755-2597290 / 2765205 Fax : 0755-2572643, Website : mprdc.gov.in

No.89.16../MPRDC/DM BPL/2024 To,

Bhopal, dated: 27/05/2024

Project Administrator, M.K.P.M.U. Rajgarh, (M.P.)

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- 1. Receipt of License fee Rs. 1,46,035/- on Bharatkosh.gov.in (Govt. of India)
- 2. Bank Guarantee amounting to Rs. 15,000/-
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- 6. Working Drawing for laying/Crossing of Electric Cable.
- 7. Draft Agreement.

So, please deposit the License fee of Rs. 1,46,035/- on NTRP Portal and Bank Guarantee/FDR Rs. 15,000/- (Rs. Fifteen Thousand Only) deposit in favor of MD, MPRDC, Bhopal. Then case will be forwarded to C.E. R.O., MoRT&H, Bhopal for necessary action.

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Encl: Calculation Sheet.

Divisional Manager MPRDC, Div.-Bhopal

Connecting People Through quality infrastructure



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Calculation Sheet for License fee & BG

Name of Road:- Permission for road cutting for pipeline at different location at tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia project

Charges for granting license for use Highway Land for crossing at Ch. 416+150 km village Bhokpur Tehsil Khilchipur road License fee for Five Year.

S. No.	Chainage	Name of Village	District	L (m)	B (m)	Arera (Sqm)	Collector Guideline Rate for YR 2024-25 (Per Sqm.)	Amount =AreaxR/10x12
1	416+150	Bhojpur	Rajgarh	60	1.5	90.00	3100	2,325
	L	· · · · · · · · · · · · · · · · · · ·	*		License	e fee for Or	ne monthTotal Rs.	2,325
	For five year Rs. 2325 × 60						1,39,500	
	Case of public utility purpose @ 33% of license fee i.e.						46,035	
Constant -	For 01 no. Crossing @ 100000/- per road						1,00,000	
		· ·				License	e fee for Five year Rs.	1,46,035

Bank Guranttee (Performance) for 01 Year

Total length 60 mtr x 250 per running meter

15,000.00

Totol Rs. For BG

15,000.00

Divisional Manager MPRDC, Bhopal

Asst. General Manager MPRDC, Bhopal

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Transaction Ref.No. 1206240011802

Dated: Jun 12 2024 12:20PM

Received from <u>M/S. VVC REALINFRA PRIVATE LIMITED</u> with Transaction Ref.No. <u>1206240011802</u>

Dated Jun 12 2024 12:20PM the sum of INR 146035 (One Lakhs Forty-Six Thousand Thirty-Five Only) through Internet based Online payment in the account of

License fee for laying of utility services, , License fee of Permission for road cutting for pipe line.

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

Printed On: 12-06-2024 12:24:00

OFFICE OF THE PROJECT DIRECTOR, MOHANPURA-KUNDALIA PROJECT MANAGEMENT UNIT (M.K.P.M.U.) RAJGARH (M.P.)

E-Mail ID :- ce.mpwrd.projects@gmail.com

Rajgarh Date :- 19 /03 /2024 Memo No. 3.32 /TS/MKPMU/2024 To, **Divisional Manager** Road Development Corporation Ltd. 45-A, Arera Hils, Bhopal 462011 (M.P) Permission for Road cutting for Pipe Line at different location at Tehsil Sub :-Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia Project under Agreement no-11/2019-20 dated 06.03.2020 VVC Realinfra PVT. LTD. (Formerly known as V.V. Construction) Transport Ref :-Nagar, A.B. Road Raghogarh Distt. Guna (M.P.) Letter No. VVCRIPL/WRD-RJH/823/02/2024 Dated 26.02.2024 - 000 -

On the subject cited above it is intimated that we are constructing of Extension of Right Bank Canal System of Kundalia Major Project. The pipe canal is crossing the location at Village Bhojpur Tehsil Khilchipur Chainage No. 416 +150 km on section NH-52. We are constructing under ground pipe line using MS-Pipe of 800mm at above crossing as enclosed drawing.

Therefore it is requested to please grant permission for proposed road crossing for construction of under ground pipe line canal system of Kundalia Project at the earliest as possible. We assure you that road crossing shall be made as per NHAI guideline. The necessary fees and charges will be paid by our contractor VVC Realinfra

PVT. LTD. Encl.:- As above Proposal

Project Administrator M.K.P.M.U. Rajgarh Rajgarh Date/9 /02/2024

Endt. No. 3 53 /TS/MKMPU/2024 Copy to,

VVC Realinfra PVT. LTD. (Formerly known as V.V. Construction) Transport Nagar, A.B. Road Raghogarh Distt. Guna (M.P.) for information and necessary action please.

Project Administrator

RBC Ex. Kundalia 75

CHECK LIST

Guidelines for Project Directors for processing the proposal for laying Irrigation Water pipeline across National Highways vested with NHI/PWD/BRO.

1) Circular No RW/NH-33044/29/2015/S&R (R) dated 22-11-2016

Check list for netting approval for laying of Irrigation water pipeline across NH7528 land

The permission for laying of irrigation Water pipe line shall be considered for approval/Rejection Based on the Ministry Circulars mentioned as above

- (a) Carrying of Sewage /gas/Water pipeline on highways Bridges shall not be permitted as furmes /gases/water pipe can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.
- (b) Services are not being allowed indiscriminately on the parapet /any parts of the bridges, salety of the bridges has to be kept in view while permitting various service along bridge.

Guidelines for processing the proposal for laying of utility line in the land along National Highways/Expressway vested with NHAI/PWD/BRO.

S.no	Item	Information /Status	Remark
1	General normation		
1.1	Name & Address of the /-pplicant/Agency	WATER RESOURCES	
1.1.		DEPARTMENT, OFFICE	
		OF THE PROJECT	
		DRIECTOR MOHANPURA	
		KUNDALIA PROJECT	
		MANAGEMENT UNIT	
		(MKPMU) Rajgarh, Dist	
		Rajgarh, (MP)-465661	*
	Next and Liighway Number	Rajgarh to Kota (NH-52)	
1.2	National Highway Number	Madhya Pradesh	
1.3	State	(Bhojpur, Khilchipur	
1.4	Location	Section NH-52	
<u> </u>		416+150	
	Chang > m KN	18	Crossing
	Longu in Meters	18	
1.7	Width of available ROW		Crossing
	(a) Left side from center line towards increasing		
	chainage/KM direction		Crossing
	(1) The Diside from conterline towards increasing	:	
) ;	chult rage (KM) dit sotron	:	
1.8	ropo acto lay under ground pipeline		Crossing
	(a) Left side from center line towards increasing		
	chainage /KM direction		Crossing
	(F) Right side from center line to yeards increasing	:	CIUSSIND
ł	challage Kividirection		

Divisional Manager MPRDC, Bhopa:

General Manager WPRDC, Bhopal

	(b) Right side from center line	NA
	Whethere proposal is in the same side where land is not to	NA
1.10		
 	be acquired If not then where to lay the cable	NA
	Details of allredy laid service if any ,along the proposed	NA
1.11		
		2 lanes
1.12	Number of existing lanes (2/4/6/8 lanes) Proposed Number of lanes (2lanes with paved	2 lanes with soil shoulders
1.13	Proposed Number of Janes (Zianes with parea	
	shoulers/4/6/8 lanes)	No
1.14	Service road exiting or not	
<u></u>	If yes then which side	
	(a) Left side from center line	
	(b) Right side from center line	No
1.15	Proposed service road	
·	If yes then which side (a) Left side from center line	
·	(a) Left side from center line	
	(b) Right side from center line Whether proposal to lay gas/water pipeline is after the	No
1.16	services road or between the service road and main	
	1	
	carriageway Whether carrying of sewage /gas/water pipeline has been	No
1.17	proposed on highway bridges . If Yes then mention the	
1	methodology proposed for the same	
	If crossing of the rad involed	1.Mild steel casing pipe
1.18	If yes, it shall be either encased in pipes or through structure	and Mild steel carrier pipe
	or conduits specialy built for that purpose at the expenses of	2.Mild steel casing pipe
	the agency owning the line	
1		pipe,through HDD method
	(a)Whether exisiting drainage structures are allowed to carry	No
	sewage/gas/water pipe line	
	(b) is it on a line normal to NH	Yes
	(c) what is the distance of crossing the sewage /gas/water	No near by structure till 1
	pipelines from the existing structures. Crossing shall not be	km (approx.)
	to near the existing structure on the National Highway, the	
	minimum distance being 15 meter	Analizable
	(d) The casing nine (or Conduit pipe in the case of	Applicable
	oloctric (OFC cable) carrying the utility line shall be of	
	stoel cast iron, or reinforced cement concrete and rive	
	adaguate strength and be large enough to permit ready	
1	withdrawal of the carrier pipe /cable, mention type of cash	B Applicable
	(e)Ends of the casing/conduit pipe shall be sealed from the	Applicatio
ļ	outside, so that it does not act drainage path	Applicable
	(f)The casing/conduit pipe shoud, as minimum extend from	, thusan -
	drain in cuts and toe of slope in the fills	Casing pipe will be laid at a
	(g)The top of the casing/conduit pipe should be at least 1.2	
	meter below the surface of the road subject to being at lea	below the existing ground
	0.3 mrter below the drain inverts, mention the proposed	level through HDD method
1	details	

Divisional Manager MPRDC, Bhopa.

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Assiti General Manager MPRDC, Bhopal

	(h) Mention the methodology proposed for crossing of toad for the proposed sewage/gas/water pipeline. Crossing shall be by boring method(HDD) [french -	HDD, trench less Technology (methodology enclosed)	
	less Technology] especially where the existing road pavement is of cement concrete or dense bituminous concrete type.		
	(i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	NA	
2	Document/Drawing to be enclosed with proposal.		<u> </u>
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide	NA	
	(i) Should not be greater than 60 cm wider than the outer diameter of the pipe.	NA	
	 (ii) Located as close to the extreme edge of the right-of way as possible but not less than 15 meter from the centre-lines of the nearest carriageway. 	NA	
	 (iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges. 	NA	
	(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.	NA	
2.2	Cross section showing the size of pit and location of cable for HDD method.	YES	
2.3	Strip plan/Route plan showing utility line, chainage, width of ROW, distance of proposed utility from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Incorporated in the Drawing	
2.4	Methodology for laying of gas/waterpipe line.		
2.4.	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.	NA	÷
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	NA	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. it shall consist of granular material free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.		
	(c) The backfill shall be completed in two stages (i) side fill to the level of the top to the pipe and (ii) overfill to the bottom of the road crust.	NA	
	 (d) The side fill shall consist of granular material laid in 1.5cm - layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's density. Over fill shall be compacted to 		

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Divisional Manager MPRDC, Bhopa. .



Consolidation by calculation or pending will ust by permitted NA (e) The road crust shall be built to the came strength as the existing crust on either side of the tranch. Care shall be itaken to avoid the formation of a dip at the irrench. NA (f) The excavation shall be protected by flagman, signs and barricades, and/red lights during night hours. NA (g) I required, a diversion shall be constructed at the expenses of agency owing the utility line expenses of agency owing discussion. NA 2.4.2 Horizontal Directional drilling (HDD) method YES 2.4.3 Methodology for laying of gas/water pipe time through CD works and method of laying, in cases where the carrying of gas/water pipeline on the bridge becomes imescapable. NA 3 Draft License Agreement signed by two witnesses Yes 4 Performance bank Guarantee in favour of NH has to be dotained @ Rs 50/- per running meter (parallel to NH) and Rs 66,550/- total crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavate trench for laying the Gas/water pipeline with OFC/ ducts by proper filling and compaction, clearing Debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right way. No payment shall be payable by the MORT&H Bhopal. To the licensee for clearing debris/loose earth. Performance BG as per above is to be obtained. 4.1 Con	······
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5.2 For Renewal of Bank Guarantee Yes 5.3 For confirming all standard condition of ministry Yes	
53 For confirming all standard condition of	
5.3 For comming an order of Gas/waterpipe line as and when required Yes	
circulars and when required	
5.4 For Shifting of Gas/ where post	
5.4 Forson die widening of NH Yes	
c 5 For Shilling of Gas/waterpipe line due to videoring	
J.J. 105	
5.6 For indemnity against all damages and claims Yes	
reservent and the movement during laying of Gas/water pipe inte	
5.7 Forst ratic movement during any of to be managed by the applicant Yes	
5.8 If any claims traised of the explicant Yes	
has to oppose the state of the obtained below of the state of the stat	
5.9 Prior approval of the MoRT & Shan be obtained or repairs of -undertaking any work if installation, shifting or repairs of	
undertaking any work it installation, sinting other utility	
alterations to the Oast Waterpaper right-of-ways. located in the National Highway right-of-ways. Yes	
Iocated in the National Highway fight of any of the second sec	•
5.10 Expenditure if any, incurred by Mok real ter	
born v the applicant agen owning the line	1
born y the applicant agen s invining one me	
WPLAS TATANA95	
A constal works	•

Divisional Manager MPRDC, Bhopa

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ŚŢ	11	If the MoRT&H considered necessary in suture to move	1 05		
. :	1	The for one work of independent of repairs to 1			
		The second second second on the desired by the monocent			l 1
		the next of the agency owning the number and warmer a		1	
		reasonable time (not exceeding 60 days) of the intimation		ł	
				·	-
<u> </u>		given. Certificates from the applicants in the following format		\ 	4
5.	12	(i) Laying c.of pipe line will not have any deleterious	Yes		
		(i) Laying c.of pipe find with not have any detection and readway			
		effects on any of the bridge components and roadway			
1		safety for traffic	Yes	1	
		(ii) "We do undertake that I will relocate service	1 83		
		and/opproach road/utilities at my own cost			
		I actual the permission granted within such time [
		as will be stimulated by MoRT&H for future two-Landing			
		is the neural shoulders or any other development.	UVPD		
-	 (When will sign the agreement on behalf of pipe line	Project Manager, WRD,		
	() 	agency?	MKPMU, Rajgarh		ļ
		Power of Attorney to sign the agreement is available or not	Yes		
		rowel of Automotion and the standard falls where			
	7	The Project Director, will submit the following			
		certificates.			
ł	7.1	Certificate for proposal for confirming of all standard			1
ł	1.1	in the issued vide Ministry of Road Transport and			
		Highways circular no.RW/NH- 33044 /29/2015/S&R (R)		~	
ļ		doted 22:11.2016			
ł	7.2	Certificate from PD in the following format			_
ļ	, <u> </u>	(i) "It is certified that any other location of the Gas/ Water		ļ	
ļ	1	(1) "It is certified that any other rocation of the entreasonable pipeline would be extremely difficult and unreasonable		ļ	
Ì	l	costly and the installation of Gas/ water pipeline within			ł
1		ROW will not adversely affect the design, stability &			
	1	raffic safety of the highway nor the likely future		i	ł
	ł	traffic safety of the highway not the nikely ratio			
		improvement such as widening of the carriageway, easing			
		of cuive etc		ł	
		(ii) for 24 anning with paved shoulders			
		(a) Where feasibility is available "I do certify that there		e	
		in the advance to proposed widening of NH Dascu		1	
	•	on the feasibility report considering proposed structure at			1
				+	
		(b) In case teasibility report is not available " I do certify			
		that sufficient ROW is available at site for accommodating		}	
		proposed widening of NH"			
	<u></u>	proposed widening of the INNH-section proposed to be taken up by MoRT&H'on			ł
	-18-	normal second in the agreement.		ļ	}
		The permitted Highway on which Licensee has been	1		
	1	granted the right to lay gas/water pipeline with	1		
		granted the fight to tay gas while pipeline to the			
		OFC/duct has also been granted as a right of way to the	-		
		concessionaire under the concession agreement for up			1
		Section from Kill			
		and the second and the second	1		
		basis] and therefore, the licensee shall honour th	e		
	i .				·
		saine		1	
		same," Who will supervise the work of laying of pipe line			

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11	If the MoRT&H considers if necessary in future to move	Yes	
	the utility line for any work of improvement or repairs to		
	the road, it will be carried out as desired by the MoRT&II		
	at the cost of the agency owning the utility line within a		
	reasonable time (not exceeding 60 days) of the intimation		
	given.	· · · · · · · · · · · · · · · · · · ·	
12	Certificates from the applicants in the following format	Var	-{
	(i) Laying c.of pipe line will not have any deleterious	Yes	
1	effects on any of the bridge components and roadway		
	safety for traffic		
<u> </u>	(ii) "We do undertake that I will relocate service	Yes	
	road/approach road/utilities at my own cost		
	notwithstanding the permission granted within such time		
	as will be stipulated by MoRT&H for future two-Lanning		
	with paved shoulders or any other development."		
 5	When will sign the agreement on behalf of pipe line	Project Manager, WRD,	r r
)	agency?	MKPMU, Rajgarh	
	Power of Attorney to sign the agreement is available or not	Yes	
7	The Project Director, will submit the following		-
/	certificates.		
	Certificates.		
7.1	Certificate for proposal for confirming of all standard		
1.1	condition issued vide Ministry of Road Transport and		Ì
	Highways circular no.RW/NH- 33044 /29/2015/S&R (R)		
	dated 22.11.2016		`~
7.2	Certificate from PD in the following format		
	(i) "It is certified that any other location of the Gas/ Water		
	pipeline would be extremely difficult and unreasonable		
	costly and the installation of Gas/ water pipeline within		
	ROW will not adversely affect the design, stability &		
	traffic safety of the highway nor the likely future		
	improvement such as widening of the carriageway, easing		
	of cutve etc."		·
	(ii) for 2-lanning with paved shoulders	· ·	
	(a) Where feasibility is available "I do certify that there		
	will be no hindrance to proposed widening of NH based		l
ļ	on the feasibility report considering proposed structure at		·
	that a large the man and the		
├	(b) In case leasibility report is not available " I do certify		
ľ.	that sufficient ROW is available at site for accommodating		l
ł	proposed widening of NH"		
8	If NH section proposed to be taken up by MoRT&H on		
Ů	BOT basis a clause is to be inserted in the agreement."	•	
	The permitted Highway on which Licensee has been	1	
	granted the right to lay gas/water pipeline with		
ļ	OFC/ducthas also been granted as a right of way to the		1
	concessionaire under the concession agreement for up	_	
ļ	gradation of [
	gradation of the an United Analysis and Events	ř	
	kmof NH noon Build, Operate and Fransfer		
	basis] and therefore, the licensee shall becour the		
	Sale C, "	·····	
9	Who will supervise the work of laying of pipe and		



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	(a)On behalf of the Applicant	Project Maneger ,Water Resource Department
	(b)On behalf of MORT & H	Executive Engineer MPRDC
10	Who will ensure that the defects in road portion after laying of Gas/Water pipe line are corrected and if not corrected then what action will be taken	
	(a) On behalf of the Applicant	Project Manager, Water Resource Department
,	(b) On behalf of MORT & H	Executive Engineer ,MPRDC
11	Who will paythe claims for damages done / Disruption in working of concessionaire if asked by the Concessionaire?	VVCRIPL
	On behalf of the Applicant	
12	A Certificate from PD that he will enter the ptoposed permission in the register of records of the permission in the prescribed proforma (copy Enclosed)	
13	If any previous approval is accorded for laying of underground gas/Water pipe line then photocopy of register of records ofpermission accorded as mainrained by then	
	copy be enclosed Name of Highway authority of NHAI/PWD/BRO	MPRDC
<u>14</u> 15	Highway Administration address	Office of Chief Engineer Regional officer, 2 nd floor, Nirman Bhavan, Arera
		Hills, Bhopal (M.P)-462011

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Name /Designation/Singnature of the

Concerned field Authority of NHAI/PWD/BRO

R9.	Item	Measurement observation as per site condition	1	Weather complying with MoRTH Norms (Y/N)
	Details of already laid services, if	NA	-	
	any, along the proposed route Whether up-gradation of the stretch	Yes		-
	in near future is proposed or not (a) If yes, provision of utility adversely affect the plan of up-	plan of up- gradation	Not affect on plan of up-gradation	
3	gradation Laying of the utility service along th	e National Highwa	iys.	
3.1	Location of the proposed utility service along the stretch	Not applicable	-	
3.2	Depth of top of Utility service from ground level	Not applicable	-	
3.3	Mechanism for crossing water	Not applicable	-	
3.4	Whether ROW is restricted in this stretch?	Not applicable	-	
3.4.1	If yes, whether provision of land acquisition is required to lay utility	Not applicable	-	-
	(a) If yes, whether undertaking for land acquisition along will relevant L.A. Details has been furnished	Not applicable	-	
3.4.2	Width of concrete duct, if utility services are proposed to be laid in concrete ducts	Not applicable	-	-
4	Laying utility services across to N	.H.		·····
4.1	Whether existing drainage structure is allowed to carry the utility lines.	s NA	Not to be allowed	
4.2		es MS and HDPE pipeline across NH		
4.3	Type of Casing nine/conduit carrying the utility line.	Casing pipe of Mild Steel	f Steel, Cast Iron c reinforced cemer concrete and hav adequate strengt	nt e
4.4	4 Whether ends of the casing/conduit pipe are sealed from the outside.		Sealed	NA.
· 4.:		At Actuals (Casing and carrier pipe b HDD Method	drain in cuts and to toe of slope in	toe
4	6 Depth of top of the casing/conduct		At least 1.2 m be the top of subgra	Yes

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4 Crossing method in case of CC	NA	Only boring method (HDD)	NA
A 8 Horizontal and vertical clearances case utilities are allowed overhead		In accordance with IRC codes	NA
5 Document/Drawings enclosed w	ith the proposal.		
5.1 Cross-section showing the size of	f NA	Enclosed, if applicable	-
(a) Trench width	NA	More than 30 cm and less than 60cm wider than the outer diameter of the utility pipe	-
(b) Filling of trench	NA	As per Ministry guidelines vide letter no. RW/NH- 34044/29/2015/S&R dated 22.11.2016	-
(c) Location of trench	NA	Extreme edge of the ROW	-
5.2 Cross-Section showing the size pit and location of conduit for H method	of Drawing IDD enclosed	Enclosed, If applicable	Yes
5.3 Strip plan/Route plan showing line, Chainage, width of I distance of Proposed utility fro edge of ROW, important mile intersections, cross drainage etc.	nom the Drawing stone, Enclosed	Enclosed, if applicable	Yes
5.4 Plan and profile drawing of showing Gross Section of re 20m distance along with RO Proposed utility.	oad at INA	Enclosed, If applicable	NA
6 Methodology for laying of line	Utility Enclosed	Enclosed, If applicable	Yes
7 Draft license Agreement is Ministry guidelines vide let RW/NH-34044/29/2015/S&F dated 22 11 2016 and signed witnesses	tter no. R (R) Enclosed by two	applicable	Yes
8 License feesin favor of MoR	subnitted a when infor Ly NH	s and circular no. RE/N med 33044/29/2015/S 1 dated 72.11.201	IH- Submitter &R .6
9 Weither Bank Guarance h	nas been 👋 ill be	As per Ministry v is and circular of REA	ilde Sub rate

Divisional Manager MPRDC, Bhopa

Unis and Manager Assit General Manager MPRDC, Bhopal

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			when informed	33044/29/2015/S&R	
			by NHM	dated 22.11.2016	
		MoRTH/NHAI guidelines.	Will be submitted as and when informed by NHAI	-	Yes
-	10	Affidavit (Undertaking from the Ap)	plicant for the fol	lowing is to be furnis	hed
	10				
	10.1	Undertaking for not to damage to other existing utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Enclosed	Enclosed	Yes
	10.2	Undertaking for Renewal of Bank Guarantees and when asked by NHAI/MoRTH.	Enclosed	Enclosed	Yes
	10.3	Undertaking for Confirming all standard condition of MoRTH/NHAI Guidelines.	Enclosed	Enclosed	Yes
)	10.4	Undertaking for shifting of utility as and when asked by MoRTH/NHAI within a month at their own cost,	Enclosed	Enclosed	Yes
	10.5	all damages and claims	Enclosed	Enclosed	Yes
	10.6	traffic movement during laying of utility line without hampering the traffic	Enclosed	Enclosed	Yes
	10.7	Undertaking that if any claim is raised by the Concessionaire/contractor then the same has to be paid by the applicant	e Enclosed	Enclosed	Yes
	103	8 Undertaking that the applicant has obtained various safety clearance from the representative authorities such as directorate of Electricity Chief controller of Explosives Petroleum and Explosive Safet Organization, Oil Industry Safet Directorate, State/Central Pollution Control Board and any other statuan clearances applicable, befor applying to Highwar Administration.	s s y y y y y ry re	NA	NA ,

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Divisional Manager MPRDC, Bhopa

Meseneral Manager Assit General Manager MPRDC, Bhopal

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The above particulars along with the drawings and documents have been verified and certified as correct as per prevailing sit conditions .

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Divisional Manager MPRDC, Bhopa

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Name /Designation/Singnature of the Concerned field Authority of NHAI/PWD/BRO

CHECK LIST FOR GETTING APPROVAL FOR LAYING OF WATER PIPE LINE ON MPRDC

-			
S.NO	DESCRIPTION	AVAILBLITY	REMARK
1	Application	Yes	
2	License Agreement	Yes	
3	Undertaking laying of water pipe line	·	
4	Undertaking regarding submission of any loss and Damages of water pipe line	Yes	
5	Undertaking regarding to bare the losses while execution	Yes	
6	Undertaking regarding for clearance and debris or loose earth products	Yes	
7	Undertaking regarding to follow all the standards of MORT&H/PWD-NH	Yes	·
8	Undertaking regarding the laying of water pipe line in Row limit	Yes	
9	Undertaking regarding the relocation of utility services.	Yes	
10	Undertaking regarding the future improvement 'services.	Yes	
11	Undertaking regarding repairs/shifting services	Yes	
12	Undertaking regarding extension of Bank Guarantee Services.	Yes	
13	Undertaking regarding using the PWD- NH land	Yes	

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

Agreement to lay Water Pipe line under Kundaliya Irrigation Project Right Bank Canal Tension Water Resource Department Rajga h Dist. From, Ch-416+150 MTR crossing of MPRDC (NH52)

This agreement made and entered into this day of 2021 between Public works department National Highway, A Government of India Undertaking registered under the Companies Act 1956, having its registered office at Misrod, Bhopal Madhya Pradesh (hereinafter referred to as "the Licensor" which expressions shall, where the context so requires or admits be deemed to include its successors and permitted assigns) on the ONE PART and MKPMU Water Resource Department, Mohanpura Kundaliya Project Management Unit. having its office, Rajgarh - Blaora-465661 (hereinafter referred to as the "Licensee" which expressions shall, where the context so requires or admits be deemed to include its successors and permitted assigns) on the ONE PART and MKPMU Water Resource Department, Mohanpura Kundaliya Project Management Unit. having its office, Rajgarh - Blaora-465661 (hereinafter referred to as the "Licensee" which expressions shall, where the context so requires or admits be deemed to include its successors and permitted assigns) on the OTHER PART.

Whereas the Authority is responsible inter-alia, for development and maintenance of lands in crossing of MPRDC (NIH-52)

Whereas the licensee proposes to lay relecom cable/OFC cable, electrical cable pipe line ducts etc. referred to as utility service in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from ch 416+150 crossing of MPRDC (NH-52)

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

Now this agreement witnessed that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed the Authority hereby grants to the licensee permission 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 PWD Highway ROW is not for the scope of activity of a service provider, either by content or by intent. Further, enforceability of the permission so granted shall be 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 use the ROW, either above or by the side of the utilities 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 description/damage is caused to any existing user by the subsequent user, the authority shall not be held accountable or 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 to the Authority. The License fee shall become payable from the date of handing over of ROW land to the Licensee, for laving 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. Free shall have to be paid in advance for the period for which permission is granted for entering 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 eighter 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 duets 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, slops 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 bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concern highway administration additional cost if any for supporting arrangements as assed 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 ducts 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 in 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 06 meter below the ground level. However, any structure above ground shall be aesthetically provide for ©landscape with required safety measures as directed by the concerned Authority:

- 11. The utility services shall be permitted to cross the National Highways either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to drain cuts and too of slope toe of clope 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 be lease 0.3m below the drain Inverts. A typical sketch showing the clearances is given attachment.

- 14. The utility services shall cross the National Highways preferable on a line formal to as practicable
- 15. The casing/conduit pi se 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 a nearly vertical as possible. The trench width should be at least 10cm. but not more than 60 cm. wider than the outer diameter of the pipe filling of the trench shall conform 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 w yield a firm surface without sudden change in the bearing value. Unsuitable son 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 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 of 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.
- 18.18. 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 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. Interipation. Disruption or failure caused thereof to any services etc. in case of the Licensee falling 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 to 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 od of one year. Not with starding 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 at the licensee shall ensure the safety of already existing underground Installations/utilities/facilities etc. before commencement of the excavation/us ng the existing cable ducts. The Licensee shall procure insurance Som 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/indemovfication 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' resover 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 and other roads and try to carry out of 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 laving 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 falling 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 days in advance with route details prior to digging ' trenches, fed 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. 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 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.
- 31.31. 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 las laid drawings of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to Inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

- 37. 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services have been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe. efficient and economic design. construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - A) operation, repair and maintenance guidelines given by the manufacturers.
 - B) The requirements of Law,
 - C) The physical conditions at the Site, and
 - D) The safety of operating personnel and human beings.
- **39.** The 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 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 falling 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 corryear for an amount assessed by the Authority as a security for making good the Texcavated trench by proper filling and clearing debris, loose conth produced due to excavation of trenching at least 50m away from the edge of the Row.
- 42.42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevalling 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 concessional es 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/ PWD NH 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 WHERE OF THE PARTIES HERE TO 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 MKPMU WATER RESOURCE DEPARTMENT , RAJGARH

BY SHRI..... (signature, name & address with stamp)

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(signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED......EXECUTED INACCORDANCEWITHTHERESOLUTIONNO......DATE.......DATE.......PASSED BYTHE BOARD OFDIRECTORS IN THE

MEETING HELD ON IN THE PRESENT OF (WITNESSES) 1) 2)



मध्य प्रदेश MADHYA PRADESHUNDERTAKING -1 BK 308844

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P here by undertaking that we shall take care of all the existing utilities during Laying of pipe line. If any damages or losses will be noticed to existing utilities, during laying of pipeline, MKPMU will pay all expenses to restore the same to its original condition to concern agency MPRDC.

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Authorized Signatory





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BK 308842

UNDERTAKING -3

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. here by undertake that if future if MPRDC required or any expansion (widening/planning) in National Highway at chainage 416+150 KM. We carried out and if needs to remove the pipe line from NH ROW, the same shall be removed /shift by MKPMU Rajgarh at its own cost.

1 S 123 2 197 Authorized Signatory 120 1



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BK 308841

UNDEP TAKILG -4

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P here by undertake that we shall take proper insurance coverage Indemnity for prospects damages and durin that ing during laying across to National Highway at chainage 416+150 KM.

Authorized Signatory



BK 308840

UNDEPTAKING -5

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Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. here by undertake that pipeline shall be laid across National Highway at shainage 416+150 KM. Through digging (Suitable) method and diversion road shall be made for traffic movement double pipe laying at NH-crossing.

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Authorized Signatory



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BK 308839

UNDERTAKING -6

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, MP here by undertake that if claim raised by concessionaire for laying pipeline across to national Highway at chainage 416+150. Than the same will be paid by Kundaliya Irrigation project Right Bank Canal Extension under MKPMU Rajgarh, -MP.

Authorized Signatory



BK 308838

UNDERTAKING -7

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Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. here by undertake prior approval shall be taken with MPRDC before undertaking any work of installation, shifting or repairs or any alterations of " Water pipeline/any other ocated in the NH ROW.

Authorized Signatory



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BK 308837

UNDERTAKING -8

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh,
M.P is here by undertake expenditure, if any incurred by MPRDC for repairing and damage caused to the National Highway by laying, maintenance or shifting
for water pipe lie will be born by Kundaliya Irrigation Project Right Bank Canal
Extension under MKPMU Rajgarh, M.P.

Authorized Signatory



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UNDERTAKING -9

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, MP is here by undertake expenditure, if the NHI considers if necessary, in future to move the utility line for the work of improvement or repairs to the road, it will be carried out as desired by the MPRDC at the cost Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. Within reasonable time (Not exceeding 60 days) of the intimation given.

Authorized Signatory



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BK 308836

UNDERTAKING -10

Rundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P is here by undertake that I/we will relocate service road/utilities at my/our won cost not with standing the permission granted within such time as will be tipulated by MPRDC for future four lining or any other development.

Authorized Signatory

416 十月50 片介 RAJGARH TO KOTA MP RDC ROAD NH-52 PIPE CROSSING ROAD EXISTING CHANAGE 3000000



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Government of India Ministry of Road Transport and Highways (Highway Administration Cell) Transport Bhavan, I, Parliament Street, New Delhi — 110 001 No. NH-36094/01/2022-S&R(P&B) (E-208825) Dated: 24th April, 2023

То

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 Delhi110 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.

Sir,

In supersession of policy circular No. NH-36094/01/2022-S&R(P&B) dated 17th April, 2023, the 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 utilities in NH ROW with immediate effect:

Clause	Existing provision	Amendments
	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	The utility services shall normally be permitted to cross the Nationa Highway either through structure or conduits specially built for tha 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
	with the provision of IRC and executed following the Specifications of the Ministry.	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

Page 1 of 4

		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
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.	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.
5.1	License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) /	shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum. Utilized NH land area shall include projection of utility on ground including area of support system / tower. License fee for total term of license (up to maximum of 5 years) shall be
5.2	License Fees (Rs/sq m/ month) = ^m (Utilized NH land area X Prevailing Circle Rate of land per unit area) / U (10 X 12) where,	equal to utilized NH land area X Prevailing Circle Rate of land per unit rea X 1.5% per annum, subject to minimum of Rs. 10,000/-, with 6% nnual increment.
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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. However, for public utilities, area below the support system/tower shall only be charged. However, for public utilities, area below the support system/tower shall only be charged. However, for public utilities, area below the support system/tower shall only be charged. However, for public utilities, area below the support system/tower shall for public utilities, area below the support system/tower shall for public utilities, area below the support system/tower shall for public utilities, area below the support system/tower shall for public utilities, area below the support system/tower shall be deposited in advance.

2. The other provisions of policy circular No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and amendments to guidelines issued vide circular No. RW/NH-33044/29/2015-S&R (R) dated 29th July, 2022 shall continue to be applicable in the subject matter.

3. This issues with the approval of competent authority.

Yours faithfully

(Rakesh Prakash Šingh) 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.

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۵	VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION	QUALITY MANAGEMENT SYSTEM	
	Kundaliya Irrigation Project	Page 1 of 7	
TITLE	METHOD STATEMENT FOR	R JACK PUSHING	
PROCI	EDURE NO. :		
JOB C	DDE :		
REVIS	ION NO : 00		
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VVC REALINERA PATILITD. PROJECT -- RBC EXTENTION

QUALITY MANAGEMENT SYSTEM

Page 2 of 7

Kundaliya Irrigation Project

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VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT

Page 3 of 7

1. TITLE:

Method Statement for Jack Pushing Method of Pipe Laying at SH crossings.

2. SCOPE:

This procedure covers the requirements for laying and joining of encasing pipe through Jack pushing method for Kundalia Irrigation Project - left bank. The scope includes excavating. Lowering and joining of encasing pipe, pushing the pipe using hydraulic Jack,

3. PURPOSE:

To understand the project activities and prepare an execution plan/scheme/strategy with the work method and also to guide for further planning of manpower, major equipment, specialized agencies and to identify critical activities, requirements of method statements, Inspection Test plans for effective project execution to control no-conforming products at all stages up to delivery and disposal of non-conformances if any appropriately.

4. **REFERENCE DOCUMENTS:**

Contract Technical Specification

MS Pipe Line L Section Drawing

• MSPipe Laying Inspection & Test Plan

Method Statement for MS Pipe Line laying works

GA Drawing for SH road crossing.

5. **RESPONSIBILITY**:

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Primary : Construction Manager / Site Engineer Secondary : Project Manager /QA/QC Engineer

6. EQUIPMENT REQUIRED:

. Power generator (7.5 & 20 KVA) 01

- Diesel welding set (400A) 02
- Hydraulic Jack (500 Tons) 02
 - Hydraulic power packs 01

Hydraulic hose set 01



VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION Kundaliya Irrigation Project

QUALITY	MANAGEMENT
SYSTEM	

Page 4 of 7

- Dewatering pumps (5,20, & 25 HP) 01
- · Grinding machine 01
- Cutting set 01
- Tripod set 01
- Chain Pulley Block (5 Ton) 01
- Electric Breaker 06
- Drilling Machine 01
- MS/Wooden Spacer 01
- Tools & Tackles 01

7. SAFETY:

- Barricading and display board to be placed near crossing as per guidance of Safety / officials of VVCRIPL and Engineer in-charge.
- PPEs shall be used while working.
- Proper illumination will be ensured in work area during night work.
- All loose stones, excavated materials shall be kept away from the edge of the excavated area by not less than Two meter.
- All loose boulders, partially detached rocks and other loose material which might move or fall in to the trench, shall be stripped off and removed from the area of the excavation
- Only Trained/Experienced manpower to be deployed.

UNDERGROUND UTILITIES :

- Underground Utilities to be checked before starting the excavation will concerned personnel.
- The Underground Utilities like Running water lines, OFC cable, Underground electrical cables and gas lines etc.
- in respected locations. The Trail Pits should be excavated manually permit to work shall be implemented.
- The PPE's like Safety Helmet, Safety Shoes, and Electrical safety hand gloves and insulated crowbars & other tools should be used & it is Mandatory. If underground electrical cable marked locations found the same should be de-energized with concerned personnel before
 - commencement of work.

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VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT

Page 5 of 7

OVER HEAD ELECTRICAL LINES:

- A) Minimum clearance between construction machinery and electrical lines shall be maintained as give below:
 - a) 11kv and below 1.40m
 - b) 33kv and below 3.60m
 - c) 132kv and below 4.70m
 - d) 273 kv and below 5.70m
 - e) 400 kv and below 6.50m
- B) If the clearance is less than those specified above, it shall be ensured that the overhead power lines shall be shut down and the residual charges grounded before commencing to use the construction machine

8 PROCEDURE:

- Before start of the work, permission to be obtained from the authorities having jurisdiction wherever required.
- Prior permission to be received from client & SH/NH/Railway/Concerned Authority, and conduct joint site visit and finalize the location.
- The pipe-line shall be laid underground as per the piping arrangements drawings
 - Dayout and gradient of the line shall be marked on the ground as per Good for construction drawings before digging, pipeline trench shall be true to the layout marked on the ground.
 - Trail pits shall be made to determine the stratum.
 - Wherever road cutting is required for underground pipeline the same shall be carried out carefully and all excavated materials shall be properly stored to reuse the same during backfilling.
 - Prior to start of work barricades, temporary bypass, adequate traffic warming signals etc. if required shall be prepared.
 - Inside coating of carrier pipe need to be coated with Epoxy paint of minimum 400microns and outside will be Gunited with minimum 30 mm thk.



VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT

Page 6 of 7

- All necessary precautions shall be taken to cut the trench excavation for boring pit to the to the size enough to accommodate the casing pipe and hydraulic jacks etc.
- Depth of the pit shall be made to the required extent to match the depth specified by the Engineer in-charge.
- The MS Casing pipe shall be lowered and pushed to accommodate the next pipe to be lowered.
- The support for jack shall be provided from MS plate of at-least 20 mm thick, with the dimensions enough to transfer the load uniformly to the ground.
- The pushing of M.S. pipe though road embankment is executed by jacking the pipe units with the help of two hydraulic jacks transferring the load to the pipe using plain steel part without damaging the pipe ends. The excavation in soil within the pipe shall be done manually using breaker/axe and the length of excavation at a time shall not exceed 20 cm to 30 cm at a time, after which pipe shall be pushed by 20cm to 30cm and then re-excavation shall start and pushing procedure shall be repeated.
- Jacking is done taking reaction from this thrust bed/surface. Thrust bed/surface shall be of suitable design so that entire jacking force could be transferred to the ground/bearing surface evenly.
- MS pipe carrier pipe welding shall be done as per approved MS pipe line procedure.
- When inserting the carrier pipe, care shall be taken to ensure that the coating of the pipe doesn't get damaged.
- The level at both the ends of pipe shall be checked periodically with water level tube to ensure pushing at uniform level.
- If carrier pipe insertion is not done immediately, then the ends of Casing pipe shall be properly sealed to avoid entering of foreign materials inside. Before insertion of carrier
- pipe, inside area of casing pipe shall be thoroughly cleared.
- Level of pipe will be ensured by using sprit level at various intervals inside the pipe during the course of joining the next pipe & Excavation/removal of debris.
- Confirm the completion of the pipe laying, which is below ground.



8. RECORDS:

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All stage wise inspection and documentation shall be maintained as per approved ITP No. VVCRIPL/PQM/MSPL/ITP-2 Rev oo and respective inspection reports shall be maintened.

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inancial Year : 2024-2025 District : Rajgarh

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Page 159 of 341

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Tehsil : Khilchipur, Sub-Area : NON-PLANNING AREA, Patwari Halka : 00005

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Tehsil : Khilchipur, Sub-Area : NON-PLANNING AREA, Patwari Haika : 00006

Financial Year 12024-2025 | District: Raigen

MADHYA PRADESH PUBLIC WORKS DEPARTMENT DIVISION RAJGARH

ANNEXURE -I

Celculation of License fees & Performance Bunk Ganyanne Amount For Construction of Funnething Sing Drysslow Rand Int for Kundalin Protect by M.K.P.M.U. Raisarth Under. JURDICCION OF SUT DIVISION KINGCHURUR FRD DIVISION RANGARD

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	Calculation of License free & Performance Bank Guaranter Amount
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t So of Villages Forms deraugh a high Units is proving							
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Performance Bank Suarantee Amount Calculation (As Per PWD Govi of MP Circular No. 1129/17 16 thopal Dated 22/02/2017

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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

Te,

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 conomy, 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.

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.

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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



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) / (10×12) 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 (a) 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/ Licencee, as a security against improper restoration of ground in terms of

Manafferman

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
	Rs 250
> 300 mm dia/width but $< =1000 mm$	
> 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.

Enclo: As above.

Kumer

(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. S.: PPS to Secretary (RT&H)

- 10. PPS to DG (RD) & SS
- 11. PPS to SS&FA
- 12. FS 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.

Drafi

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.fromtoKm ofland.

 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 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.

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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.

 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.

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- 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.

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- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross 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 lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 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.

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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 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,

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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 coordination 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.

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- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged 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 not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. operation, repair and maintenance guidelines given by the manufacturers,
 - b. the requirements of Law,

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- 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.

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2.



Enclosure to Ministry of Road Transport & Highways letter No RW/NH-33044/ 29/2015/56(R(C) dated 22.11.16.



FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

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OFFICE OF THE PROJECT DIRECTOR, MOHANPURA-KUNDALIA PROJECT MANAGEMENT UNIT (M.K.P.M.U.) RAJGARH (M.P.)

E-Mail ID :- ce.mpwrd.projects@gmail.com

Memo No. 3 52 /TS/MKPMU/2024 To, Divisional Manager Road Development Corporation Ltd. 45-A, Arera Hils, Bhopal 462011 (M.P) Sub :-Permission for Road cutting for Pipe Line at different location at Tehs

Permission for Road cutting for Pipe Line at different location at Tehsil Khilchipur for construction of pressurized pipe irrigation canal line of Kundalia Project under Agreement no-11/2019-20 dated 06.03.2020

VVC Realinfra PVT. LTD. (Formerly known as V.V. Construction) Transport Nagar, A.B. Road Raghogarh Distt. Guna (M.P.) Letter No. VVCRIPL/WRD-RJH/823/02/2024 Dated 26.02.2024

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On the subject cited above it is intimated that we are constructing of Extension of Right Bank Canal System of Kundalia Major Project. The pipe canal is crossing the location at Village Bhojpur Tehsil Khilchipur Chainage No. 416 +150 km on section NH-52. We are constructing under ground pipe line using MS-Pipe of 800mm at above crossing as enclosed drawing.

Therefore it is requested to please grant permission for proposed road crossing for construction of under ground pipe line canal system of Kundalia Project at the earliest as possible. We assure you that road crossing shall be made as per NHAI guideline. The necessary fees and charges will be paid by our contractor VVC Realinfra

PVT. LTD. Encl.:- As above Proposal

Project Administrator M.K.P.M.U. Rajgarh Rajgarh Date/9 /02/2024

Project Administrator - July M.K.P.M.U. Rajgarh

Endt. No. 3_53 /TS/MKMPU/2024 Copy to,

VVC Realinfra PVT. LTD. (Formerly known as V.V. Construction) Transport Nagar, A.B. Road Raghogarh Distt. Guna (M.P.) for information and necessary action please.



RBC Ex. Kundalia 75



Ref :-

CHECK LIST

Guidelines for Project Directors for processing the proposal for laying Irrigation Water pipeline across National Highways vested with NHI/PWD/BRO.

1) Circular No RW/NH-33044/29/2015/S&R (R) dated 22-11-2016

Check list for getting approval for laying of Irrigation water pipeline across NH752B land

The permission for laying of irrigation Water pipe line shall be considered for approval/Rejection Based on the Ministry Circulars mentioned as above

- (a) Carrying of Sewage /gas/Water pipeline on highways Bridges shall not be permitted as furmes /gases/water pipe can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.
- (b) Services are not being allowed indiscriminately on the parapet /any parts of the bridges, safety of the bridges has to be kept in view while permitting various service bridges.

along bridge. Guidelines for processing the proposal for laying of utility line in the land along National Highways/Expressway vested with NHAI/PWD/BRO.

	National Highways/Expressway vested with term	Information /Status	Remark	
S.no				
1	General Information	WATER RESOURCES		
1.1	Name & Address of the Applicant/Agency	DEPARTMENT, OFFICE		
		OF THE PROJECT		
		DRIECTOR MOHANPURA	1 . · ·	
		KUNDALIA PROJECT		
		MANAGEMENT UNIT		
		(MKPMU) Rajgarh, Dist		
	·	Rajgarh, (MP)-465661		
	Number	Rajgarh to Kota (NH-52)		
1.2	National Highway Number	Madhya Pradesh		
1.3	State	(Bhojpur, Khilchipur		
1.4	Location	Section NH-52		
		416+150		
1.5	Change in KM	18	Crossing	
1.6	Longth in Meters	18		
1.7	Width of available ROW		Crossing	
	(a) Left side from center line towards increasing			
	chainage /KM direction		Crossing	
	(b) Right side from center line towards increasing			
	chainage , KM direction			
1.8	Proposal to lay underground pipeline		Crossing	
	(a) Left side from center line towards increasing			
	chainage /KM direction		Crossing	
	(h) Right side from center line towards increasing			
	chainage /KM direction			

	in a sector line	NA	_
	(b) Right side from center line	NA	
-+	Whethere proposal is in the same side where land is not *o		
10	be acquired	NA	
		NA	
	If not then where to lay the cable Details of allredy laid service if any ,along the proposed		
	route Number of existing lanes (2/4/6/8 lanes)	2 lanes	
.12	Proposed Number of lanes (2lanes with paved	2 lanes with soil shoulders	
.13	Proposed Number of lanes (210100 million		
	shoulers/4/6/8 lanes)	No	
14	Service road exiting or not		
	If yes then which side		
	(a) Left side from center line		
	(b) Right side from center line	No	
1.15	Proposed service road		
	If yes then which side		
	(a) Left side from center line		
	(b) Right side from center line (b) Right side from center line	No	
1.16	(b) Right side from contourselling is after the Whether proposal to lay gas/water pipeline is after the		
	services road or between the service road and main		
	carriageway	No	
1.17	Carriageway Whether carrying of sewage /gas/water pipeline has been		
	proposed on highway bridges in res ther mention		
	methodology proposed for the same	1.Mild steel casing pipe	
1.18	the and involed	and Mild steel carrier pipe	
	or conduits specialy built for that purpose at the expenses of	and Mild steel carrier	
	the agency owning the line	pipe,through HDD method	
	(a)Whether exisiting drainage structures are allowed to carry		
	sewage/gas/water pipe line	Yes	
		No near by structure till 1	
<u>├</u>	- the dictors of crossing the sewage / 500/ 10000	km (approx.)	
}	(c) What is the distance of closeng and pipelines from the existing structures. Crossing shall not be		
1	to near the existing structure on the National Fighway, the		
1	training distance being 15 meter	Applicable	
	- to the last of conduit pipe in the case of		
	i i i i i i i i i i i i i i i i i i i		
	in the set increase or reinforced cement concrete and mo		
	the second be large enough to permit over	ng	
	the transmission of the carrier nine (Caple, mention type of cost	Applicable	
	(a)Ends of the casing/conduit pipe shall be sealed non-		
l	the state as that it does not act drainage paul		
	(f) The casing/conduit pipe shoud, as minimum extend non		
	I during in outs and too of slope in the fills		
	(a) The top of the casing/conduit pipe should be at least 1.2		
1	motor below the surface of the road subject to being at its	below the existing ground	
	0.3 mrter below the drain inverts, mention the proposed	level through HDD method	
1	details	lever unough tipp method	

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			The states Technology	7
	ŕ		(DD, trench less Technology	ļ
		the proposed sewage/gas/watch process	(methodology enclosed)	ĺ
	-	~ 1000 methods $\Pi U U U U U U U U U U U U U U U U U U $		
	ļ	less Technology] especially where the existing road		
	(pavement is of cement concrete or dense bituminous		
ĺ				
		concrete type.		
		(i) The casing/conduit pipe shall be installed with an	NA	
		have beering throughout its length and in such a manner		
Ì		to provent the formation of a waterway along it.		
		Document/Drawing to be enclosed with proposal.		
		Cross section showing the size of trench for open	NA	
12	2.1	trenching method (Is it normal size of 1.2m deep X 0.3m		
ļ				
		wide the outer	NA	
Γ		(i) Should not be greater than 60 cm wider than the outer		
		l u c c c c c c c c c c c c c c c c c c	NA	
┢		the extreme edge of the extreme edge of the right-of		
ļ		- way as possible but not less than 15 meter nom me		
		the second the nearest carriageway.	NA	
\mathbf{F}		- Law along the permitted to run along the National	117.	
		Tri 1 then the road tormation is situated in double		
		cutting. Nor shall these be laid over the existing culverts		
			NA	
		the second by so laid that their top is at least 0.0	INA	
		(iv) These should be so had und the so as not to obstruct meter below the ground level so as not to obstruct		
)	t the second land		
			YES	
	2.2	Cross section showing the size of t		
	L	cable for HDD method. Strip plan/Route plan showing utility line, chainage,	Incorporated in the Drawing	
	2.3	Strip plan/Route plan showing utility find, changed by width of ROW, distance of proposed utility from the		1
	1	width of ROW, distance of proposed utility from		
		edge of ROW, important mile stone, intersections, cross		
		drainage works etc.		
	2.4	Methodology for laying of gas/waterpipe line.	NA	
	2.4	.1 Open trenching method (May be allowed in utility		
	2.4	i instant only where navement is lieliner comon		
	ł	anarate nor dense bituminous concrete type. Il yes,		
		interview in the methodology of refuling of the second		
-		- Texternine and the choild he at least 50 cm, but not	NA	1
Ò		(a) The trench wider than the outer diameter of the		
		11-11-28-28-28-28-28-28-28-28-28-28-28-28-28-		
		(b) For filling of the trench, Bedding shall be to a depth	NA	
		(b) For tilling of the trench, bedding shan of to a copier		1
		of not less than 30 cm. it shall consist of granular		ł
		or not less than 50 cm and cobbles and graded to		ł
		vield a firm surface without sudden change in the		
	ł	The There is a solution of the		
		L CASSING AN AND A CONTRACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACT OF A CONTRACTACT OF A CONTRACTACT OF A CONTRACT OF A CONTRACTACTACTACTACTACTACTACTACTACTACTACTACTA		
		I Wear Watte to the half be completed in two stages (1) side		
	l	fill to the level of the top to the pipe and (ii) over the		
		a status of the road crust		
		in the part consolidated by mechanica		
	ł	1 Construction of moisture to 357		
		City Deodor's density Over fill shall be compacted in	υĮ	
	1	the same density : the material that had been removed		

ſ	multing will not be	
▲	Consolidation by saturation or pending will not be	
-	permitted NA (e) The road crust shall be built to the same strength as NA	
-	(e) The road crust shall be built to the same shares hall	
•	(e) The road crust shall be built to the same same same shall the existing crust on either side of the trench. Care shall the existing crust on of a dip at the trench. NA	
	the existing crust on either side of the trench. be taken to avoid the formation of a dip at the trench. NA	
ŀ	be taken to avoid the formation of a dip at the second sec	
Į	(f) The excavation shall be protected using night hours. and barricades, and red lights during night hours. NA	1
ļ	and barricades, and red fights during ingit note (g) I required, a diversion shall be constructed at the VES	
I		
		1
	2.4.3 Methodology for laying of gas/water pipe interview the CD works and method of laying. In cases where the CD works and method of laying on the bridge becomes	
	CD works and method of laying the bridge becomes	
	carrying of gas/water piperinte a	
	inorcanable ito access	
	3 Draft License Agreement signed by two witnesses VVCRIPL will pay Bank	
	4 Performance bank Guarantee in favour of the Guarantee as and when obtained @ Rs 50/- per running meter (parallel to NH) intimated by NH- intimated by NH-	
	and Rs 66,500- total crossing any rad till satisfactory PWD/Hortza	
	vear initially (extendable in rot for ensuring/making)	· ·
	completion of work) as a section lawing the Gas/water	
610	good the excavated itention to proper filling and	
	pipeline with OPC due or earth produced due	
	compaction, cleaning boother to an som away from the	
	to execution of frenching a reachall be payable by	
	edge of the right way. It of the licensee for clearing	
	edge of the right way. No payment shall of pay the MoRT&H Bhopal. To the licensee for clearing debris/loose earth. Performance BG as per above is to	
	debris/loose earth. reflormant	Γ
	be obtained. 4.1 Confirmation of BG has been obtained or not as per	
	4.1 Confirmation of BG has been een	
	4.1 Continuation of a Guidelines MoRT&H Bhopal. Guidelines 5 Affidavit / Undertaking from the Applicant for the 5 VES	1
	5 Affidavit / Under taking the YES following is to be furnished. YES	
	following is to be reasonable if damaged then pay the	
	5.1 Not to damage to other utility, if damaged agency losses either to MoRT&H or to the concerned agency Ves	
	5.2 For Renewal of Bank Guarantee Yes	
	Stalluaru oonaan	
	5.3 For continuing an end of the second seco	
	5.4 FORSNitting of State own cost by Molt 1824 at their own cost	
	Ves	
	and analysis and analysis and claims	
	5.6 Forsindemnity against an damage Yes 5.7 Forsinattic movement during laying of Gas/waterpipe line Yes	· · · · · · · · · · · · · · · · · · ·
	5.7 For traffic movement during laying of the	
	5.7 Forstraine interaction of the applicant Yes 5.8 If any claims straised by the concessionaire then the same Yes	
	5.8 If any claims staised by the concentration of the second Yes	
	Logito beinglow up approximation obtained below	
	becomposition and the second s	
	5.9	
	1 1 Association the National 1987 mercuit for nonitility 1	1
	Trinov ditures any mounts of any hyperbolic loving.	÷
	5.10 Expenditures of any, incurred by MoRT and Ior repairing any d-mage caused to the N-monal Highway by the laying any d-mage caused to the N-monal Highway by the laying	
	5.10 Experimentary of the N monal Highway by the difference of the second to the N monal Highway by the difference of the second any dimension of the second and the second	
	Main mance of shifting of the time	

	Yes	
If the MoRT&H considered necessary in fiture to move	1.05	
1 I have a second out as desired by the more and	((
$\mathbf{C} = \mathbf{C} \mathbf{C} \mathbf{C} \mathbf{C} \mathbf{C} \mathbf{C} \mathbf{C} \mathbf{C}$		
at the cost of the up the second seco		
the opplicants in the opplicants in the tunut		
Certificates from the applicants in the teneral g	Yes	
(i) Laying c.of pipe line will not have any determination		1 1
effects on any of the bridge components and roadway		
	Vec	
Give "We do undertake that I will relocate service	1 03	
road approximation granted within such time		
1 11 he stimulated by WIOK I CLI 101 Turing the second		
	WDD	+1
with paved shoulders of any enterment on behalf of pipe line	Project Manager, WKD,	
When will sign the agreement of the water	MKPMU, Rajgarh	
agency?		
the available or not	Yes	
Power of Attorney to sign the agreement is available of nee		1
The Project Director, will submit the following		
ine riojett biotest, and		
		-+
and the proposal for confirming of all standard		
condition issued vide willistly 33044 /29/2015/S&R (R)		
Highways circular no. K while 550 the		
dated 22:11:2016		
Certificate from PD in the following format		
the converter of the Gas/ Water		
the statistic sector of trast water Dipering the		
in the secondary affect the liceletter second and		
and the highway not the highway not the		1
traffic safety of the mighting of the carriageway, easing		
improvement such as which high of the carry of		
of cutve etc.		
(ii) for 2-laming with paved shoulders		
(a) Where feasibility is available "I do certify that there		
where we we we we have to proposed with the of the owner		
and the second considering Dioposed Sudound and		ļ
incontraction in the second se		
(b) in case i case in the report is available at site for accommodating		}
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proposed widening of that .	A BU PERCENT AND A DESCRIPTION OF THE PERCENT AND A DESCRIPTION OF THE PERCENT AND A DESCRIPTION OF THE PERCENT	l
8 In the agreement?	,	
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		1
1		}
Section from Km 1	0	ļ
km of the licensee shall honour the	ie	
basis] and therefore, the needsee shall hold a		
11		
9 Who will supervise the work of laying of pipe line	l l	Į
	 road/apploating the permission granted within such time as will be stipulated by MoRT&H for future two-Lanning with paved shoulders or any other development." When will sign the agreement on behalf of pipe line agency? Power of Attorney to sign the agreement is available or not The Project Director, will submit the following certificates. Certificate for proposal for confirming of all standard condition issued vide Ministry of Road Transport and Highways circular no.RW/NH- 33044 /29/2015/S&R (R) dated:22:11-2016 Certificate from PD in the following format (i) "It is certified that any other location of the Gas/ Water pipeline would be extremely difficult and unreasonable costly and the installation of Gas/ water pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvements ich as widening of the carriageway, easing of cursection. (ii) for 3-lanning with paved shoulders (a) Where feasibility is available "I do certify that there will be rechind france to proposed widening of NH based on the feasibility report is not available "I do certify that there will be rechind france to proposed widening of NH based on the feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed widening of NH". 8 8 8 8 90T thasis a clause is to be inserted in the agreement. The permitted Highway on which Licensee has been granted differ right to lay gas/water pipeline with OFC/ductors also been granted as a right of way to the correst on available. The permitted Highway on which Licensee has been granted differ right. The approximation are on the correst on agreement of the correst on agreement of the correst on agreement for up graduations. The permitted Highway on which Licensee has been granted differ right to lay gas/water pipeline with Corect to the the concession agreement for	If the MoRT&H considered marked improvement or repairs to the road, it will be carried out as desired by the MoRT&H at the cost of the agency owing the utility line within a reasonable time (not exceeding 60 days) of the intimation given. Certificates from the applicants in the following format (i) Laying cof pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic (ii) "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by MoRT&H for future two-Lanning with paved shoulders or any other development." When will sign the agreement on behalf of pipe line Project Manager, WRD, MKPMU, Rajgarh Power of Attorney to sign the agreement is available or not Yes The Project Director, will submit the following certificates. Certificate for proposal for confirming of all standard condition issued vide Ministry of Road Transport and Highways circular no.RW/NH- 33044 /29/2015/S&R (R) date/32211-2016 Certificate from PD in the following format (i) "Tt is certified that any other location of the Gas/ Water pipeline would be extremely difficult and unreasonable costly and the installation of Gas / water pipeline within ROW will-not adversely affect the design, stability & traffic safety of the highway nor the likely future improvemention ingo the available "I do certify that there will be available at site for accommodating proposed structure at the sum of ROW will-not considering proposed structure at the sum of ROW will power of the bridge of the carriageway, easing of chintered for Proposed boulders (i)

10.3



		Yes	
5.11	If the MoRT&II considers if necessary in anture to move	1 03	
	The second second work of the "OVULUED OF DECIDENT OF THE		
	i i i i i i i i i i i i i i i i i i i		
	- Calling and a company owning the guilty line viting with		
}	at the cost of the tigency owning the use of the intimation reasonable time (not exceeding 60 days) of the intimation		
	given. Certificates from the applicants in the following format		
5.12	(i) Laying c.of pipe line will not have any deleterious	Yes	
	(i) Laying c.or pipe line will not introduce and roadway effects on any of the bridge components and roadway		
	effects on any of the ortuge component		·}
	safety for traffic (ii) "We do undertake that I will relocate service	Yes	1
	a sector cood/utilities at the Uwin Cost		
	rought provides the permission granted within such time 1		
	i i i i i i i i i i i i i i i i i i i		
ļ	L state and all and dore or any other developingers	Project Manager, WRD,	
6	When will sign the agreement on behalf of pipe line	MKPMU, Rajgarh	
	agency?		
	the correspondent is available or not	Yes	
	Power of Attorney to sign the agreement is available or not		
7	The Project Director, will submit the following		
	certificates.		
	Certificate for proposal for confirming of all standard		l
7.	and unde Ministry of Roau Transport and		
	Highways circular no.RW/NH- 33044 /29/2015/S&R (R)) į	
1 I	dated 22,11,2016	· · · · · · · · · · · · · · · · · · ·	-+
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Ļ	() with the continued that any other location of the Gas/ Wate	г	ļ
	in the would be extremely difficult and unicasonation		
	the installation of (188/ Walls Dipolitic with		
	DOW will not adversely affect the design, staumy		
	the fight of the highway nor the likely lution		ļ
	improvement such as widening of the carriageway, easin	5	,
	of curve etc." (ii) for 2-lanning with paved shoulders		
	(ii) for 2-lanning with paved should be		
	(a) Where feasibility is available "I do certify that the	ed l	
	(a) Where teasionity is available widening of NH base will be no hindrance to proposed widening of NH base on the feasibility report considering proposed structure	at	·
-		fy	
`	(b) In case reasonity report is not a site for accommodation that sufficient ROW is available at site for accommodation	ng	
ļ	doping of NH"		
	reputition in the taken up by MONIQU	on	ļ
ļ	Borning a diale is to be inserted in the agreement	· · ·	
1	The second Highway on which Licensee has be	, un	
	arouted the right to lay gas/water pipeline w	101	
l	Or Claret has also been granted as a right of way to		
	concessionaire under the concession agreement for	10	
	gradation of [Section from Km km of NH noon Build, Operate and Trans	fer	
ļ	basis] and therefore, the licensee shall honour	the	
	9 Who will supervise the work of laying of pipe and		
	9 Who will supervise the work of laying of pipe inte	the second s	

H e defects in road portion after laying are corrected and if not corrected e taken e Applicant ORT & H	Executive Engineer MPRDC Project Manager,Water Resource Department Executive Engineer
are corrected and if not corrected a taken a Applicant ORT & H	Resource Department Executive Engineer
e Applicant ORT & H	Resource Department Executive Engineer
	,MPRDC
for damages done / Disruption in ire if asked by the Concessionaire?	VVCRIPL
ant	
nat he will enter the ptoposed ter of records of the permission in	
al is accorded for laying of er nine line then photocopy of register	
pority of NHAI/PWD/BRO	MPRDC
on address	Office of Chief Engineer Regional officer, 2 nd floor,Nirman Bhavan,Arera Hills,Bhopal (M.P)-462011
	hat he will enter the ptoposed ter of records of the permission in ha (copy Enclosed) al is accorded for laying of er pipe line then photocopy of register in accorded as mainrained by then hority of NHAI/PWD/BRO on address

Verified by

Name /Designation/Singnature of the

Concerned field Authority of NHAI/PWD/BRO

5.но.	ltem	Measurement observation as per site condition	MoRTH Norms	Weather complying with MoRTH Norms (Y/N)
1	Details of already laid services, if any, along the proposed route	NA	-	-
2	Whether up-gradation of the stretch in near future is proposed or not	Yes	-	•
	(a) If yes, provision of utility adversely affect the plan of up-	plan of up- gradation	Not affect on plan of up-gradation	
3	Laying of the utility service along th	ne National Highwa	ays.	
3.1	Location of the proposed utility service along the stretch	Not applicable	-	-
3.2	Depth of top of Utility service from	Not applicable	-	-
3.3	ground level Mechanism for crossing water	Not applicable	-	-
3.4	channel Whether ROW is restricted in this	Not applicable	-	-
3,4.1	stretch? If yes, whether provision of land	Not applicable	-	-
	acquisition is required to lay utility (a) If yes, whether undertaking for land acquisition along will relevant L.A. Details has been furnished	Not applicable	-	-
3.4.2	Width of concrete duct, if utility services are proposed to be laid in concrete ducts	Not applicable	-	-
4	Laying utility services across to N	. H .		
4.1	Whether existing drainage structure	es NA	Not to be allowed	
4.2	is allowed to carry the utility lines. Proposed crossing of utility Service	es MS and HDPF pipeline across NH	1	JH Yes
4.3	Type of Casing pipe/conduit carrying the utility line.	Casing pipe o Mild Steel	f Steel, Cast Iron reinforced ceme concrete and has	nt
		il Yes	adequate streng Sealed	
4.4	pipe are sealed from the outside.	At Actuals		in to Yes
• 4;		At Actuals (Casing and carrier pipe l HDD Metho	drain in cuts and to toe of slope in d) fills	toe i the
-4	6 Depth of top of the casing/condu- pipe.		h. At least 1.2 m be the top of subgr	

7 (Crossing method in case of CC	NA	Only boring method (HDD)	NA
	pavement	ent In-accordance with In-accordance with IRC codes		NA
i	in the are allowed overhead.	manasal		
5	case utilities are anowed or other the Document/Drawings enclosed with the	pa opositi		
5.1	Cross-section showing the size of	NA	Enclosed, if applicable	-
	trench for open trenching method (a) Trench width	NA	More than 30 cm and less than 60cm wider than the outer diameter of the utility pipe	-
	(b) Filling of trench	NA	As per Ministry guidelines vide letter no. RW/NH- 34044/29/2015/S&R dated 22.11.2016	-
	(c) Location of trench	NA	Extreme edge of the ROW	Yes
5.2	Cross-Section showing the size of pit and location of conduit for HDD method	Drawing enclosed	Enclosed, lf applicable	1 € 5
5.3	Strip plan/Route plan showing utility line, Chainage, width of ROW, distance of Proposed utility from the edge of ROW, important mile stone, intersections, cross drainage works	Drawing Enclosed	Enclosed, if applicable	Yes
5.	etc. 4 Plan and profile drawing of stretch showing Cross Section of road a 20m distance along with ROW and Proposed utility.		Enclosed, If applicable	NA
	6 Methodology for laying of Utilit line	y Enclosed	Enclosed, If applicable	Yes
	dated 22 14 2016 and signed by th	R) Enclosed	applicable	Yes
	8 License feesan favor of MoRTH.	Will be submitted a when infor by NH	s and circular no. RE/N med 33044/29/2015/S dated 72.11.201	IH- Submitte &R 16
	9 W ether Bank Guaran 20 has b	een vill bi submitted a	e As per Ministry v as and circular (a), REA	VH- Subr H

R.

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	,		when informed by NH.M	33044/29/2015/S&R dated 22.11.2016	
	B N	MoRTH/NHAI guidelines	Will be submitted as and when informed by NHAI	-	Yes
1(0 4	Affidavit /Undertaking from the App	licant for the fol	lowing is to be turn	shea
10		Undertaking for not to damage to other existing utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Enclosed	Enclosed	Yes
10	0.2	Undertaking for Renewal of Bank Guarantees and when asked by NHAI/MoRTH.	Enclosed	Enclosed	Yes
1	0.3	Undertaking for Confirming all standard condition of MoRTH/NHAI Guidelines	Enclosed	Enclosed	Yes
	10.4	Undertaking for shifting of utility as and when asked by MoRTH/NHAI within a month at their own cost,	Enclosed	Enclosed	Yes
	10.5	Undertaking for indemnity against all damages and claims	Enclosed	Enclosed	Yes
	10.6	Undertaking for management of traffic movement during laying of utility line without hampering the traffic.	Enclosed	Enclosed	Yes
	10.7	- il il il and alaim is	e Enclosed	Enclosed	Yes
	10.8	trant ha	s NA es y, s, ty ty on ry ry -	NA	NA

Addition Stranger

The above particulars along with the drawings and documents have been verified and certified as correct as per prevailing sit conditions.

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Verified by

Name /Designation/Singnature of the Concerned field Authority of NHAI/PWD/BRO

CHECK LIST FOR GETTING APPROVAL FOR LAYING OF WATER PIPE LINE ON MPRDC

	INDEX		07584.01/
S.NO	DESCRIPTION	AVAILBLITY	REMARK
1	Application	Yes	
2	License Agreement	Yes	
3	Undertaking laying of water pipe line		
4	Undertaking regarding submission of any loss and Damages of water pipe line	Yes	
5	Undertaking regarding to bare the losses while execution	Yes	
6	Undertaking regarding for clearance and debris or loose earth products	Yes	
7	Undertaking regarding to follow all the standards of MORT&H/PWD-NH	Yes	
8	Undertaking regarding the laying of water pipe line in Row limit	Yes	
9	Undertaking regarding the relocation of utility services.	Yes	
10	Undertaking regarding the future improvement 'services.	Yes	
11	Undertaking regarding repairs/shifting services	Yes	
12	Undertaking regarding extension of Bank Guarantee Services.	Yes	
13	Undertaking regarding using the PWD- NH land	Yes	

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

Agreement to lay Water Pipe line under Kundaliya Irrigation Project Right Bank Canal Tension Water Resource Department Rajgath Dist. From, Ch-416+150 MTR crossing of MPRDC (NH52)

This agreement made and entered into this day of 2021 between Public works department National Highway, A Government of Inria Undertaking registered under the Companies Act 1956, having its registered office at Misrod, Bhopal Madhya Pradesh (hereinafter referred to as "the Licensor" which expressions shall, where the context so requires or admits be deemed to include its successors and permitted assigns) on the ONE PART and MKPMU Water Resource Department, Mohanpura Kundaliya Project Management Unit. having its office, Rajgarh - Blaora-465661 (hereinafter referred to as the "Licensee" which expressions shall, where the context so requires or admits be deemed to include its approach as the "Licensee" which expressions shall, where the context so requires or admits ne deemed to include its successors and permitted assigns) on the OTHER PART.

Whereas the Authority is responsible inter-alia, for development and maintenance of lands in crossing of MPRDC (NH-52)

Whereas the licensee proposes to lay release cable/OFC cable, electrical cable pipe line ducts etc. referred to as utility service in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from ch 416+150 crossing of MPRDC (NH-52)

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

(3)

Now this agreement witnessed that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed the Authority hereby grants to the licensee permission 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 PWD Highway ROW is not for the scope of activity of a service provider, either by content or by intent. Further, enforceability of the permission so granted shall be 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 use the ROW, either above or by the side of the utilities 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 description/damage is caused to any existing user by the subsequent user, the authority shall not be held accountable or 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 to the Authority. The License fee shall become payable from the date of handing over of ROW land to the Licensee, for laving 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. Free shall have to be paid in advance for the period for which permission is granted for entering 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 eighter 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 duets 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, slops 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 bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concern highway administration additional cost if any for supporting arrangements as assed 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 ducts 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 in 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 06 meter below the ground level. However, any structure above ground shall be aesthetically provide for ©landscape with required safety measures as directed by the concerned Authority:
- 11. The utility services shall be permitted to cross the National Highways either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to drain cuts and too of slope too 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 be lease 0.3m below the drain Inverts. A typical sketch showing the clearances is given attachment.

- 14. The utility services shall cross the National Highways preferable on a line formal to as practicable
- 15. The casing/conduit pi se 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 a nearly vertical as possible. The trench width should be at least 10cm. but not more than 60 cm. wider than the outer diameter of the pipe filling of the trench shall conform 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 w 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 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 of 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.
- 18.18. 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 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 falling 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 to 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 repienish 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 od of one year. Not with standing this, the Licensee shall be liable to pay full compensation to the aggrieved Authority' its designated agency for any damage sustained by them by reason of the exercise of the ROVV 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.

6.

- 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 at the licensee shall ensure the safety of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance Som 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/indomnification 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 and other roads and try to carry out of 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 laving 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 falling 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 days in advance with route details prior to digging trenches, fed 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. 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 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.
- 31.31. 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 geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to Inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

- 37.37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services have been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned 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 anv compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe. efficient and economic design. construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - A) operation, repair and maintenance guidelines given by the manufacturers.
 - B) The requirements of Law,
 - C) The physical conditions at the Site, and
 - D) The safety of operating personnel and human beings.
- **39.** The 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 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 falling 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 clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.

- 42.42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevalling 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/ PWD NH 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 WHERE OF THE PARTIES HERE TO 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 MKPMU WATER RESOURCE DEPARTMENT , RAJGARH

BY SHRI...... (signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED......EXECUTED INACCORDANCEWITHTHERESOLUTIONNO......DATE......DATE.......DATE......PASSED BY THE BOARD OFDIRECTORS IN THE

MEETING HELD ON IN THE PRESENT OF (WITNESSES) 1) 2)



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Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P here by undertaking that we shall take care of all the existing utilities during Laying of pipe line. If any damages or losses will be noticed to existing utilities, during laying of pipeline, MKPMU will pay all expenses to restore the same to its original condition to concern agency MPRDC.

Authorized Signatory



मध्य¹प्रदेश MADHYA PRADESH

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Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh,
 M.P here by undertaking that we shall fulfill all the condition of Ministry of Road
 Transport and Highway Authority of India's circulars for the proposed MS pipe
 Iaying across to National Highway at chainage 416+150 KM.

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	Authorized Signatory
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मध्य प्रदेश MADHYA PRADESH

BK 308842

UNDER TAKING -3

Kundaliya imigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. here by undertake that if Jubbre II MPRDC required or any expansion (widening/planning) in National Highway at chainage 416+150 KM. We carried out and if needs to remove the pipe line from NH ROW, the same shall be removed /shift by MKPMU Rajgarh at its own cost.

Authorized Signatory
		FIFTY UPEES S.50
🦻 मध्य	प्रदेश MADHYA PRADESH	BK 308841
	UNDER TAKING -4	
	Kundaliya Irrigation Project Right Bank Canal Extension under M.P here by undertake that we shall take proper insurance conformation prospects damages and during laying active Highway at chainage 416+150 KM.	verage Indemnity
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UNDEPTAKING -5

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P here by undertake that pipeline shall be laid across National Highway at ghainage 416+150 KM. Through digging (Suitable) method and diversion road shall be made for traffic movement during pipe laying at NH-crossing.

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BK 308839

UNDERTAKING -6

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P here by undertake that if claim raised by concessionaire for laying pipeline across to national Highway at chainage 416+150. Than the same will be paid by Kundaliya Irrigation project Right Bank Canal Extension under MKPMU Rajgarh, M.P.

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UNDERTAKING -7

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. here by undertake prior approval shall be taken with MPRDC before undertaking any work of installation, shifting or repairs or any alterations of water pipeline/any other ocated in the NH ROW.

10.02 Authorized Signatory 0000000 Ĩ area area



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BK 308837

UNDERTAKING -8

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P is here by undertake expenditure, if any incurred by MPRDC for repairing and damage caused to the National Highway by laying, maintenance or shifting of water pipe lie will be born by Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P.

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UNDERTAKING -9

Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, MEP is here by undertake expenditure, if the NHI considers if necessary, in future to move the utility line for the work of improvement or repairs to the road, it will be carried out as desired by the MPRDC at the cost Kundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P. Within reasonable time (Not exceeding 60 days) of the intimation given.

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UNDERTAKING -10

Rundaliya Irrigation Project Right Bank Canal Extension under MKPMU Rajgarh, M.P is here by undertake that I/we will relocate service road/utilities at my/our won cost not with standing the permission granted within such time as will be stipulated by MPRDC for future four lining or any other development.

Authorized Signatory



TOP OF ROAD



FIGURE -1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

Assit General Manager MPRDC, Bhopal

Divisional Manager MPRDC, Bhopa.

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Divisional Manager MPRDC, Bhopa

barrow Asstt. General Manager MPRDC, Bhopal



Government of India Ministry of Road Transport and Highways

(Highway Administration Cell)

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

No. NH-36094/01/2022-S&R(P&B) (E-208825) Dated: 24th April, 2023

То

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 Delhi110 010.
- 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.

Sir,

In supersession of policy circular No. NH-36094/01/2022-S&R(P&B) dated 17th April, 2023, the 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 utilities in NH ROW with immediate effect:

Clause	Existing provision	Amendments
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	The utility services shall normally b permitted to cross the National Highway either through structure of 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
f	with the provision of IRC and executed following the Specifications of the Ministry.	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.	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.
5.1		 shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum. Utilized NH land area shall include projection of utility on ground including area of support system / tower. License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.
5.2	License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,	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.
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Utilized NH land area = Projection of utility on the ground including area of support system/tower.	There shall be no license fee for OFC cables crossing the NH through HDD method.
However, for public utilities, area below the support system/tower shall only be charged.	

2. The other provisions of policy circular No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and amendments to guidelines issued vide circular No. RW/NH-33044/29/2015-S&R (R) dated 29th July, 2022 shall continue to be applicable in the subject matter.

3. This issues with the approval of competent authority.

Yours faithfully

(Rakesh Prakash Singh)

Superintending Engineer (HA)

Copy to:

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- 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

24/04/2023

(Rakesh Prakash Singh) Superintending Engineer (HA)

Annexure II

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.

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- 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.

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VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION Kundaliya Irrigation Project

Page 1 of 7

TITLE METHOD STATEMENT FOR JACK PUSHING

PROCEDURE NO. :

JOB CODE :

REVISION NO : 00



E)

VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT SYSTEM

Page 2 of 7

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VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

OUALITY MANAGEMENT SYSTEM

Page 3 of 7

1. TITLE:

Method Statement for Jack Pushing Method of Pipe Laying at SH crossings.

2. SCOPE:

This procedure covers the requirements for laying and joining of encasing pipe through Jack pushing method for Kundalia Irrigation Project - left bank. The scope includes excavating. Lowering and joining of encasing pipe, pushing the pipe using hydraulic Jack,

3. PURPOSE:

To understand the project activities and prepare an execution plan/scheme/strategy with the work method and also to guide for further planning of manpower, major equipment, specialized agencies and to identify critical activities, requirements of method statements, Inspection Test plans for effective project execution to control no-conforming products at all stages up to delivery and disposal of non-conformances if any appropriately.

4. **REFERENCE DOCUMENTS:**

- **Contract** Technical Specification
- MS Pipe Line L Section Drawing
- We having Inspection & Test Plan Main of Statement for MS Pipe Line laying works
- GA Drawing for SH road crossing.

5. **RESPONSIBILITY:**

Construction Manager / Site Engineer Primary

Secondary Project Manager /QA/QC Engineer

EQUIPMENT REQUIRED:

Envergenerator (7.5 & 20 KVA) 01

- Pintol welding set (400A) 02
- Hydraulic power packs 01

Well-windlichose set 01



VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION Kundaliya Irrigation Project

QUALITY	MANAGEMENT
SYSTEM	

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- Dewatering pumps (5,20, & 25 HP) 01
- Grinding machine 01
- Cutting set 01
- Tripod set 01
- Chain Pulley Block (5 Ton) 01
- Electric Breaker 06
- Drilling Machine 01
- MS/Wooden Spacer 01
- Tools & Tackles 01

7. SAFETY:

- Barricading and display board to be placed near crossing as per guidance of Safety / officials of VVCRIPL and Engineer in-charge.
- PPEs shall be used while working.
- Proper illumination will be ensured in work area during night work.
- All loose stones, excavated materials shall be kept away from the edge of the excavated area by not less than Two meter.
- All loose boulders, partially detached rocks and other loose material which might move or fall in to the trench, shall be stripped off and removed from the area of the excavation
- Only Trained/Experienced manpower to be deployed.

UNDERGROUND UTILITIES :

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- Underground Utilities to be checked before starting the excavation will concerned personnel.
- The Underground Utilities like Running water lines, OFC cable, Underground electrical earlies and gas lines etc.
- **Example 15** Should be made to find the underground utilities by using detectors and by using markers in respected locations. The Trail Pits should be excavated manually permit to work shall be implemented.
- The RPE's like Safety Helmet, Safety Shoes, and Electrical safety hand gloves and insulated clowbars & other tools should be used & it is Mandatory. If underground electrical cable marked locations found the same should be de-energized with concerned personnel before commencement of work.



VVC REALINFRA PVT LTD. PROJECT - RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT SYSTEM

Page 5 of 7

OVER HEAD ELECTRICAL LINES:

- A) Minimum clearance between construction machinery and electrical lines shall be maintained as give below:
 - a) 11kv and below 1.40m
 - b) 33kv and below 3.60m
 - c) 132kv and below 4.70m
 - d) 273 kv and below 5.70m
 - e) 400 kv and below 6.50m
- B) If the clearance is less than those specified above, it shall be ensured that the overhead power lines shall be shut down and the residual charges grounded before commencing to use the construction machine

8. PROCEDURE:

- Before start of the work, permission to be obtained from the authorities having unsdiction wherever required.
- Prior permission to be received from client & SH/NH/Railway/Concerned
 Authority, and conduct joint site visit and finalize the location.
 - In pipe line shall be laid underground as per the piping arrangements drawings
- Eacoust and gradient of the line shall be marked on the ground as per Good for construction drawings before digging, pipeline trench shall be true to the layout marked on the ground.
- Trainpits shall be made to determine the stratum.
- Whetever road cutting is required for underground pipeline the same shall be
 - tal and out carefully and all excavated materials shall be properly stored to reuse the same during backfilling.
- Receivestant of work barricades, temporary bypass, adequate traffic warming
 - signals etc. if required shall be prepared.
 - Inside coating of carrier pipe need to be coated with Epoxy paint of minimum 400microns and outside will be Gunited with minimum 30 mm thk.



VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

Page 6 of 7

- All necessary precautions shall be taken to cut the trench excavation for boring pit to the to the size enough to accommodate the casing pipe and hydraulic jacks etc.
- Depth of the pit shall be made to the required extent to match the depth specified by the Engineer in-charge.
- The MS Casing pipe shall be lowered and pushed to accommodate the next pipe to be lowered.
- The support for jack shall be provided from MS plate of at-least 20 mm thick, with the dimensions enough to transfer the load uniformly to the ground.
- The pushing of M.S. pipe though road embankment is executed by jacking the pipe units with the help of two hydraulic jacks transferring the load to the pipe using plain steel part without damaging the pipe ends. The excavation in soil within the pipe shall be done manually using breaker/axe and the length of excavation at a time shall not exceed 20 cm to 30 cm at a time, after which pipe shall be pushed by 20cm to 30 cm and then re-excavation shall start and pushing procedure shall be repeated.
- Jacking is done taking reaction from this thrust bed/surface. Thrust bed/surface shall be of suitable design so that entire jacking force could be transferred to the ground/bearing surface evenly.
- MS pipe carrier pipe welding shall be done as per approved MS pipe line procedure.
- When inserting the carrier pipe, care shall be taken to ensure that the coating of the pipe doesn't get damaged.
- The level at both the ends of pipe shall be checked periodically with water level tube to ensure pushing at uniform level.
- If carrier pipe insertion is not done immediately, then the ends of Casing pipe shall be properly sealed to avoid entering of foreign materials inside. Before insertion of carrier pipe, inside area of casing pipe shall be thoroughly cleared.
- Level of pipe will be ensured by using sprit level at various intervals inside the pipe during the course of joining the next pipe & Excavation/removal of debris.
- Confirm the completion of the pipe laying, which is below ground.



VVC REALINFRA PVT LTD. PROJECT :- RBC EXTENTION Kundaliya Irrigation Project

QUALITY MANAGEMENT SYSTEM

Page 7 of 7

• The backfilling materials shall be properly consolidated, take due care that no damage is caused to the pipes and the outer coating.



9. RECORDS:

All stage wise inspection and documentation shall be maintained.

8. RECORDS:

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All stage wise inspection and documentation shall be maintained as per approved ITP No. VVCRIPL/PQM/MSPL/ITP-2 Rev oo and respective inspection reports shall be maintened.

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