



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई, गाजियाबाद
Project Implementation Unit, Ghaziabad

सी डब्ल्यू जी फ्लाईओवर के नीचे, कि. मी. 2+000 एन एच - 9, (पुराना एन एच-24), अक्षरधाम मंदिर के निकट, दिल्ली-110092
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24), Near Akshardham Temple, Delhi-110092

टेलीफोन : +91 9560963936
ई-मेल : gha@nhai.org
E-mail : nh24ghaziabad@gmail.com
वेबसाइट : www.nhai.gov.in
Website



NHAI/PIU-GZB/EPE/F-249/NOC/BPCL/2023/E- **3743**

Date: 14.12.2023

INVITATION OF PUBLIC COMMENTS

Sub: Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)-Reg.: Permission for laying of 14" dia. Carbon Steel pipeline along with fiber cable in HDPE ducts (Sub ducted in 6" CS conduit) across ROW of EPE at Km. 117+650 in Jhalaka Village of Distt.-Palwal (Haryana).

The Project Leader, M/s Bharat Petroleum Corporation Limited (BPCL), Piyala Pipeline Terminal, Village-Piyala, Post- Asaoti, Ballabgarh, Faridabad-121102 has submitted the proposal for laying of 14" dia. Carbon Steel pipeline along with fiber cable in HDPE ducts (Sub ducted in 6" CS conduit) across ROW of EPE at Km. 117+650 in Jhalaka Village of Distt.-Palwal (Haryana).

2. As per MoRT&H Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016, the Highways Administration 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 above, the comments of public are invited on captioned proposal and the same should reach to below mentioned address till 13.01.2024 beyond which no comments will be considered.

National Highways Authority of India
PIU-Ghaziabad,
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24)
Near Akshardham Temple, Delhi-110092
Email- gha@nhai.org, nh24ghaziabad@gmail.com

4. This issues with the approval of Highway Administration cum Regional Officer, NHAI, RO-Delhi.

Yours faithfully,

Encl: As Above.


(Arvind Kumar)
Project Director

Copy to:

- Web Admin, NHAI HQ for uploading on NHAI's Website
- The Senior Technical Director, Email: mansoor@nic.in NIC, Transport Bhawan, New Delhi-110001 with a request for uploading on Ministry's Website.
- RO-Delhi, NHAI HQ, for information.
- Project Leader, M/s Bharat Petroleum Corporation Limited (BPCL), Piyala Pipeline Terminal, Village-Piyala, Post- Asaoti, Ballabgarh, Faridabad-121102 - for information.

NCREPE/SPV/NHA/Contractual/246

Date: November 30, 2023

To
The Project Director,
National Highways Authority of India,
Project Implementation Unit,
Under CWG Flyover, At Km 2+000 of NH-9(Old NH-24)
Nr Akshardham Temple, Delhi-110092
(Kind Attn: Shri Arvind Kumar)

Sub: - Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)– Regarding application for crossing of EPE NE-2 (Badh-Khalsa-Palwal) by BPCL upcoming 14th Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable.

Ref:

- 1- Your Office letter no. NHA/PIU-GZB/EPE/TOT-7/IE/2023/E- 3567, 28/11/2023.
- 2- IE Office letter no. MSV.VISPL/Maple/IE-O&M/EPE/UP-HR/23/204, 21/11/2023.
- 3- Your Office letter no. NHA/PIU-GZB/EPE/TOT-7/IE/2023/E- 3316,02/11/2023.
- 4- IE Office letter no. MSV.VISPL/Maple/IE-O&M/EPE/UP-HR/23/178, 13/10/2023.
- 5- Our Office letter no NCREPE/SPV/NHA/Contractual/215, dated 05/10/2023.
- 6- Your Office letter no. NHA/PIU-GZB/EPE/TOT-7/2023/E-2942, dated. 27/09/2023.
- 7- M/s BPCL letter no. BPCL/NHA/HR/2023-24/01, dated 21/09/2023.
- 8- Your Office letter no. NHA/PIU-GZB/EPE/TOT-7/2023/E-2539, dated. 23/08/2023.
- 9- M/s BPCL letter no. PJPL.NHA/NO.005, dated 28/07/2023.

Dear Sir,

With reference to above cited subject and letters, Concessionaire has already reviewed the BPCL proposals and submitted Concessionaire comments vide our letter Ref (5) further the comments from Independent Engineer vide their letter ref (2) above are found in order.

Submitting for you kind information and records please.

Thanking you and assuring the best services always.
Yours's Sincerely,


(Prashant Kumar Singh)
Project Head



Enclosure: SR-2016 and Policy Guidelines of 17 April 2023.

CC: Team Leader, MSV International Inc. In association with Vaishnavi Infratech Services Pvt. Ltd.,



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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

Manoj Kumar

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

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

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

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

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

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

Mamaj Kumar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Manoj Kumar

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

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

provided in the ducts already provided

Rs 50

<= 300 mm dia/width

Rs 100

> 300 mm dia/width but <=1000 mm

Rs 250

> 1000 mm

Rs 500

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

Rs 100

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

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

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

Encls: As above.

Manoj Kumar

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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

Public Utility provider and Industrial infrastructure

A. Public Utility Provider

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

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

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

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

Draft

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

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

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

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

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

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

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

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

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

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

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

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

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____ (LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. _____

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

IN THE PRESENCE OF (WITNESSES):

1.

2.

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

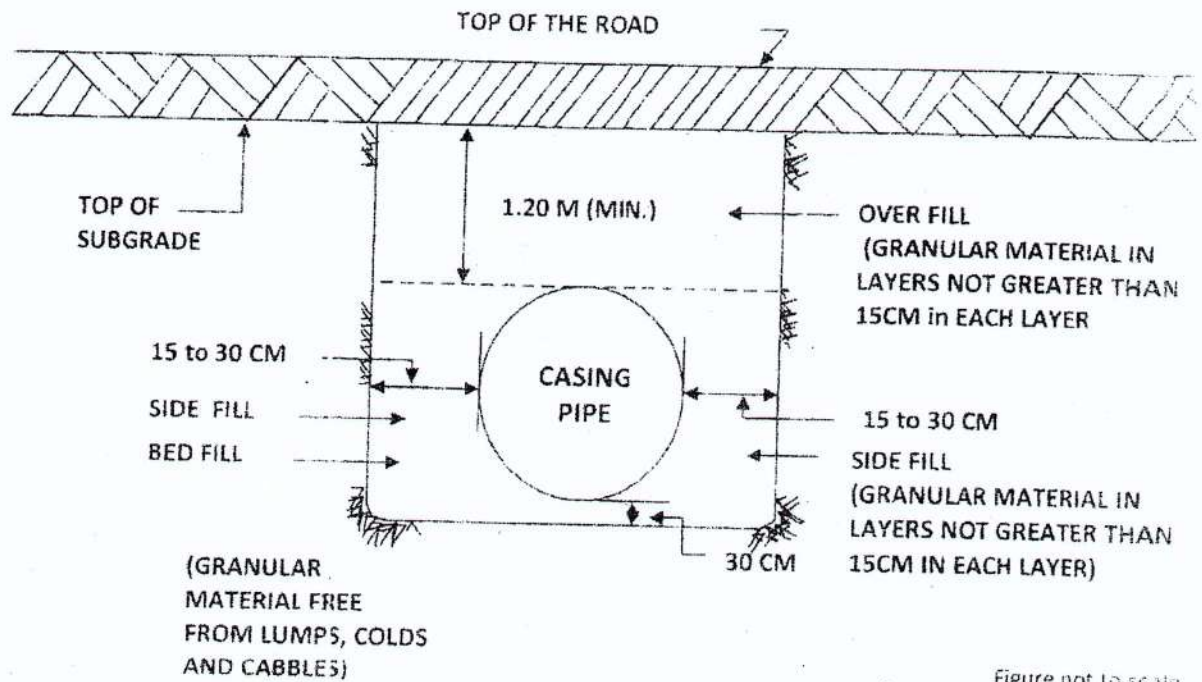


Figure not to scale

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



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई, ग्हाज़ियाबाद
Project Implementation Unit, Ghaziabad

सी डब्ल्यू जी फ्लाईओवर के नीचे, कि. मी. 2+000 एन एच - 9, (पुराना एन एच-24), अक्षरधाम मंदिर के निकट, दिल्ली-110092
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24), Near Akshardham Temple, Delhi-110092

टेलीफोन : +91 9560963936
ई-मेल : gha@nha.org
E-mail : nh24ghaziabad@gmail.com
वेबसाइट : www.nhai.gov.in
Website



NHA/PIU-GZB/EPE/TOT-7/2023/E- 3567

Date: 28.11.2023

To,

M/s. NCR Eastern Peripheral Expressway
Pvt. Ltd.
Unit No. 699, 6th Floor, "VEGAS", Plot No.
6, Pocket-1, Sector-14, Dwarka,
New Delhi-110075

Sub: Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)- Reg.: Permission for laying 14" dia. Carbon Steel pipeline along with fiber cable in HDPE duct (Sub ducted in 6" CS conduit) across ROW of EPE, Jhalaka Village of Distt.-Palwal (Haryana).

Ref:

- IE letter No. 0204 dated 21.11.2023.
- This office letter No. 3316 dated 02.11.2023.
- M/s. BPCL letter No. BPCL/NHA/HR/2023-24/01 dated 21.09.2023.

Sir,

Please refer to the letter cited at ref.-(i), vide which IE has submitted their comments regarding above mentioned subject which is self-explanatory.

2. In this regard, it is requested to go through the matter as per the provisions of MoRT&H Guidelines/NHA Policies/Concession Agreement and submit your comments to this office at the earliest.

Encl: As Above.

Yours faithfully,


(Arvind Kumar)
Project Director

Copy to: M/s. BPCL, Ballabgarh (Haryana)-for information.



MSV INTERNATIONAL INC.



In Association with

VAISHNAVI INFRATECH SERVICES PVT. LTD.

MSV International Inc.

C/O Amit Kumar, Khasra No. 93-M,
PLOT NO. 24, Sadikpur Urf Kazipura,
Pargana-Dasna, Ghaziabad,
Uttar Pradesh-201009

Email: msv.vispl.epe@gmail.com

CIN: F04214

IE Services for supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on toll, operate, maintain and transfer basis

Ref: MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0204

Dated: 21.11.2023

To,

The Project Director

National Highways Authority of India

PIU-Ghaziabad, Under CWG Flyover, at Km. 2+000

Of NH-9 (Old NH-24) Near Akshardham Temple, Delhi-110092

Email- gha@nhai.org, nh24ghaziabad@gmail.com

NHAI, PIU-GHAZIABAD

Letter No./Date: 6381/22-11-2023

Manager (T)-I & II.....

SE-I, II, III, IV & V.....

PPS/PA/Acctt.....

PD-GZB

Subject: Independent Engineer Services for Supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on Toll, Operate, Maintain and Transfer basis. - Request for grant of permission for laying pipeline 14" dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.

Comments of
TOT Conc.
Amman
22/11

Ref:

1. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/01 dated- 21.09.2023
2. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/IE/2023/E-2942 dated - 27.09.2023.
3. Concessionaire letter NCREPE/SPV/NHAI/Contractual/215 dated - 05.10.2023.
4. IE letter no. MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0178 dated- 13.10.2023
5. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/02 dated- 24.10.2023
6. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/Main./2023/E- 3316 dated 02.11.2023

Dear Sir,

With reference to the above cited subject and letter referred at Sr. No. 1, the Authority has forwarded compliance letter from BPCL regarding laying of 14 inch Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting IE to re-examine the matter as per provision of MoRTH/NHAI Policies and submitting Comments.

IE has reviewed the BPCL proposal and following are the comments:-

1. The said proposed location is at Km. 117+650 of project- **No comments**
2. As per proposal, the agency wants to cross their Pipeline through HDD method from one side to another of EPE project- **No comments**

3. The nearest structure is at Km 117+520 (Box culvert) and is approx 130 meter from the proposed crossing location. Where, as it should be at least 15 meters away from the existing structure as per specifications/checklist - **Complied**
4. At the proposed location, the available ROW is 100 meters- **No comments**
5. The agency had not submitted any Layout drawing for actual plan of action. The same needs to be asked for submission - **Complied**
6. The Entry/Exit position for duct during execution of works should be outside the ROW as also shown in attached cross section- **No comments**
7. The depth of duct that has to be laid should be at least 1.20 meters below ground level, but it was observed that drain exists at this location, so the agency may be advised to take care of drain invert level and the duct must be well below the invert level of drain - **Complied**
8. Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said location - **Complied**

Hence, as above, the agency may be asked for adherence to above observations and must comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023 during execution any damages or breach in safety on project shall be the responsibility of the agency and the same has to be taken care of and the work is required to be executed with prior intimation to the Authority and the Concessionaire.

This is for your information and further necessary action please.

Thanking You,

Regards,

**For MSV International Inc. in association with
Vaishnavi Infratech Services Pvt. Ltd.**


Arun Kumar Singh
Team Leader cum Highway Engineer
EPE (NE-2)



CC: - M/s NCR EPE - for information

Encl.:- As above: (4 nos file)



MSV INTERNATIONAL INC.



In Association with

VAISHNAVI INFRATECH SERVICES PVT. LTD.

MSV International Inc.
C/O Amit Kumar, Khasra No. 93-M,
PLOT NO. 24, Sadikpur Urf Kazipura,
Pargana-Dasna, Ghaziabad,
Uttar Praesh-201009
Email: msv.vispl.epe@gmail.com
CIN: F04214

IE Services for supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on toll, operate, maintain and transfer basis

Ref: MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0204

Dated: 21.11.2023

To,

The Project Director

National Highways Authority of India

PIU-Ghaziabad, Under CWG Flyover, at Km. 2+000

Of NH-9 (Old NH-24) Near Akshardham Temple, Delhi-110092

Email- gha@nhai.org, nh24ghaziabad@gmail.com

Subject: Independent Engineer Services for Supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on Toll, Operate, Maintain and Transfer basis. - **Request for grant of permission for laying pipeline 14" dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.**

Ref:

1. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/01 dated- 21.09.2023
2. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/IE/2023/E-2942 dated - 27.09.2023.
3. Concessionaire letter NCREPE/SPV/NHAI/Contractual/215 dated - 05.10.2023.
4. IE letter no. MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0178 dated- 13.10.2023
5. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/02 dated- 24.10.2023
6. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/Main./2023/E- 3316 dated 02.11.2023

Dear Sir,

With reference to the above cited subject and letter referred at Sr. No. 1, the Authority has forwarded compliance letter from BPCL regarding laying of 14 inch Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting IE to re-examine the matter as per provision of MoRTH/NHAI Policies and submitting Comments.

IE has reviewed the BPCL proposal and following are the comments:-

1. The said proposed location is at Km. 117+650 of project- **No comments**
2. As per proposal, the agency wants to cross their Pipeline through HDD method from one side to another of EPE project- **No comments**

3. The nearest structure is at Km 117+520 (Box culvert) and is approx 130 meter from the proposed crossing location. Where, as it should be at least 15 meters away from the existing structure as per specifications/checklist - **Complied**
4. At the proposed location, the available ROW is 100 meters- **No comments**
5. The agency had not submitted any Layout drawing for actual plan of action. The same needs to be asked for submission - **Complied**
6. The Entry/Exit position for duct during execution of works should be outside the ROW as also shown in attached cross section- **No comments**
7. The depth of duct that has to be laid should be at least 1.20 meters below ground level, but it was observed that drain exists at this location, so the agency may be advised to take care of drain invert level and the duct must be well below the invert level of drain - **Complied**
8. Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said location - **Complied**

Hence, as above, the agency may be asked for adherence to above observations and must comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023 during execution any damages or breach in safety on project shall be the responsibility of the agency and the same has to be taken care of and the work is required to be executed with prior intimation to the Authority and the Concessionaire.

This is for your information and further necessary action please.

Thanking You,

Regards,

**For MSV International Inc. in association with
Vaishnavi Infra Tech Services Pvt. Ltd.**


Arun Kumar Singh
Team Leader cum Highway Engineer
EPE (NE-2)



CC: - M/s NCR EPE - for information

Encl.: - As above: (4 nos file)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई, गाज़ियाबाद
Project Implementation Unit, Ghaziabad

सी डब्ल्यू जी प्लाईओवर के नीचे, कि. मी. 2+000 एन एच - 9, (पुराना एन एच-24), अक्षरधाम मंदिर के निकट, दिल्ली-110092
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24), Near Akshardham Temple, Delhi-110092

टेलीफोन : +91 9560963936
ई-मेल : gha@nha.org
E-mail : nh24ghaziabad@gmail.com
वेबसाइट : www.nha.gov.in



NHA/PIU-GZB/EPE/TOT-7/2023/E- 3316

Date: 02.11.2023

To,

M/s. MSV International Inc. In association with
M/s. Vaishnavi Infratech Services Pvt. Ltd.
C/O Amit Kumar, Khasra No. 93-M,
Plot NO. 24, Sadikpur urf Kazipura,
Pargana-Dasna, Ghaziabad, Uttar Pradesh-201009

Sub: Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)- Reg.: grant of permission for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Sub ducted in 6" CS conduit) across ROW of EPE (KGP) NE 2 in Jalakha village of Palwal district in the state of Haryana.

Ref:

- BPCL Application letter No. BPCL/NHA/HR/2023-24/01 dated 21.09.2023.
- IE letter No. 0178 dated 13.10.2023
- TOT Concessionaire letter No. 215 dated 05.10.2023
- This office letter No. 3139 dated 10.10.2023
- BPCL letter No. BPCL/NHA/HR/2023-24/02 dated 26.10.2023

Sir,

Please refer to the letter cited at ref. (v), vide which M/s. BPCL has submitted the compliances in reference to your letter cited at ref. (ii) regarding above mentioned subject which is self-explanatory.

2. In this regard, it is again requested to examine the matter as per the provisions of MoRT&H Guidelines/NHA Policies/Concession Agreement and submit your comments to this office at the earliest.

Encl: As Above.

Yours faithfully,


(Arvind Kumar)
Project Director

Copy to:

- TOT Concessionaire, M/s. NCR Eastern Peripheral Expressway Pvt. Ltd.-for information.
- M/s. BPCL, Piyala Pipeline Terminal, Ballabgarh (Haryana)-for information.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

पियाला पाईपलाईन टर्मिनल

गाँव : पियाला, पोस्ट : असाठी, तहसील : बल्लाबगढ़,

जिला फरीदाबाद-121 102, मो०: 9811331435, 9999102660

**BHARAT PETROLEUM CORPORATION LIMITED**

A Government of India Enterprises

Piya Pipeline Terminal

VIN. Piya Post : Asaoti Tehsil : Ballabgarh,

Distt Faridabad-121102 - Mob: 9811331435, 9999102660

Ref : BPCL/NHAI/HR/2023-24/02

To,
The Project Director,
National Highways Authority of India,
PIU- Ghaziabad, under CWG Flyover, at Km 2+000,
NH-09 (Old NH-24), Near Akshardham Temple,
Delhi-110092

Date: 26/10/2023
NHAI, PIU-GHAZIABAD
Letter No./Date: 5922/31-
Manager (T) & P.
SE-I, II, III, IV & V.
PPS/PA/Acctt.

Sub: Compliance to objection raised from Authority:

Request for grant of Permission for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

- Ref.: 1. BPCL's Application Letter No.: BPCL/NHAI/HR/2023-24/01 dated 21.09.2023
2. IE letter no. MSV.VISPL/NHAI/IE-O&M/UP-HR/2023/0178 dated 13.10.2023
3. TOT Concessionaire letter no. NCREPE/SPV/NHAI/contractual/215 dated 05.10.2023
4. NHAI, PIU-Ghaziabad objection letter no.:
NHAI/PIU-GZB/EPE/F-249/NOC/BPCL/2023/E-3139 dated 19.10.2023

Dear Sir,

With reference to the letter issued from the authority vide above mentioned ref. 4, we would like to comply against the points raised in ref. letter no. 2 & 3 for your reference. The compliance has been listed below:

Sr. No.	Observations	Compliance
1	The said proposed location is at Km 117+650 of project	Crossing chainage has been updated documents & drawings in the proposal from Km 117+640 to 117+650 [Enclosed]
2	As per the proposal, the agency wants to cross their Pipeline through HDD method from one side to another of EPE project.	HDD methodology shall be followed for execution of laying of pipeline. [Confirmed]
3	The nearest structure is at Km 117+520 (Box Culvert) and is approx.. 130 meter from the proposed crossing location, where as it should be atleast 15 meters away from the existing structure as per specifications/checklist	The proposed pipeline shall be crossing at Km 117+650, and the existing structure is 117+520 (Box culvert), hence the minimum distance is more than 15 mtr. as per the Checklist point no. 1.19 (c). [Confirmed]
4	At the proposed, the available RoW is 100 mtr.	[Confirmed]

Vishal Palwal (Project Engineer)
M: 9811133131, Email: vishal.palwal@bharatpetroleum.in
Piya Pipeline Terminal, NHAI Project
BHARAT PETROLEUM CORPORATION LTD.
Faridabad, Haryana

रजिस्टर्ड ऑफिस : भारत भवन, 4 एवं 6 करीमबॉय रोड, बेलार्ड, मुम्बई-400 001 दूरभाष : 2713000, 2714000 फैक्स : 2713637

Registered Office : Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai -400 001

CIN - 123220MH1952GO1008931, Phone : 2713000, 2714000 Fax : 2713637

E-mail : info@bharatpetroleum.in, Web. : www.bharatpetroleum.in

Sr. No.	Observations	Compliance
5	The agency had not submitted Layout drawing for actual plan of actions. The same needs to be asked for submission	Layout & Cross-Sectional Plan has been provided for actual plan of action in response to point no.5 of M/s MSV letter. Routemap drawings has been updated as per the NH chainage Km 117+650. [Enclosed]
6	The Entry/Exit position for duct during excavation of works should be outside the ROW as also shown in attached cross section	[Confirmed] also shown in attached Layout & Cross-Sectional Plan
7	The depth of duct that has to be laid should be atleast 1.20 mtr. below ground, but it was observed that drain exists at this location, so the agency must be advised to take care of drain invert level and the duct must be well below the invert level of drains.	The pipeline shall be laid below the invert levels of drains at the said crossing location. [Confirmed]
8	Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said locations	Undertaking to reinstate the damages, if any prior, during & after completion of work. [Enclosed]

View above, the compliance has been attached along with necessary updation in documents and drawings as per the SR-2016 and MoRTH policy guidelines of 17th April, 2023 for the crossing location for further processing of according the pipeline laying permission.

We request you to kindly treat the matter on priority for completion of this project of National Importance

Thanking you,

For Bharat Petroleum Corporation Limited

Vishal Paliwal
Vishal Paliwal
Project Leader

Piyala Jewar ATF Pipeline Project

Address: Piyala Pipeline Terminal, Village - Piyala, Post - Asoati, Ballabgarh, Faridabad - (121102)

Email: vishalpaliwal@bharatpetroleum.in

Contact-9871713081

- | | | |
|-------|----------------------------------|------------------------------|
| Encl: | 1. List of crossing across NE-II | 7. Records of RoW permission |
| | 2. Checklist | 8. Draft Estimate |
| | 3. Draft Agreement | 9. Layout Plan |
| | 4. Undertakings | 10. Route Map |
| | 5. Indemnity Bond | 11. Cross Section Drawing |
| | 6. Annexure-I | |

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

पियाला पाईपलाइन टर्मिनल

गाँव : पियाला, पोस्ट : असाठी, तहसील : बल्लभगढ़,

जिला फरीदाबाद-121 102, मो: 9811331435, 9999102660

**BHARAT PETROLEUM CORPORATION LIMITED**

A Government of India Enterprises

Piyala Pipeline Terminal

Vill. Piyala Post : Asaoti Tehsil : Ballabgarh,

Distt Faridabad-121102 - Mob: 9811331435, 9999102660

NHAI, PIU-GHAZIABAD

Ref : BPCL/NHAI/HR/2023-24/01

Letter No./Date: 5153/25-09-2023 Date: 21/09/2023

Manager (T)-I & II

SE-I, II, III, IV & V

PPS/PA/Acctt.

*discuss with PD
put up directly
SEI Amn*

To,
The Project Director,
PIU- Ghaziabad,
Khelgaon, Delhi,
110092

PD-GZR

Sub: Request for grant of Permission for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Dear Sir,

We would like to appraise that M/s Bharat Petroleum Corporation Ltd., A Govt. of India Enterprise under the aegis of Ministry of Petroleum & Natural Gas is the second largest company in the country effecting the supplies of essential commodities like MS (Petrol), HSD (Diesel) and SKO (Kerosene), LPG etc. to civilian as well as various Government Agencies and ATF (Aviation turbine fuel) for Aviation sector.

We propose to lay around 35 Km cross-country ATF pipeline from our existing Dispatch Terminal at Village-Piyala (Tehsil- Ballabgarh, District-Faridabad, State-Haryana) to upcoming Noida International Airport at Jewar (District-Gautam Buddha Nagar, Uttar Pradesh). The proposed pipeline shall pass through the districts of Faridabad & Palwal in the state of Haryana and district Gautam Buddh Nagar of Uttar Pradesh. The pipeline shall be 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) for transportation of Aviation Turbine Fuel (ATF) and shall be laid underground as per latest API Standards.

The proposed pipeline shall be laid across the NE-II in Jalakha village, Palwal tehsil, Palwal district as per the details given in attached Annexure-1. The pipeline is proposed to be installed using trenchless method. Pipeline location map and cross section detail drawings are attached herewith for your kind reference & consideration. The pipeline will be laid across the NH maintaining a minimum depth of 1.2 m below the bed level. Company shall follow all the best standards of safety during execution of said work and are ready to pay the necessary fee/charges as per the norms (if any) as and when intimated by your good office

View above, we request you to kindly pass on necessary Instructions to your concerned field officials to inspect the crossing locations for further processing of according the pipeline laying permission.

Vishal Palwal (Project Leader)
M.: 9871713081, Email : vishalpalwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asaoti, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102

रजिस्टर्ड ऑफिस : भारत भवन, 4 एवं 6 करिम्भोय रोड, बेलार्ड, मुम्बई-400 001 दूरभाष : 2713000, 2714000 फेक्स : 2713637

Registered Office : Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estste, Mumbai -400 001

CIN - 123220MH1952GO1008931, Phone : 2713000, 2714000 Fax : 2713637

E-mail : info@bharatpetroleum.in, Web : www.bharatpetroleum.in

We request you to kindly treat the matter on priority for completion of this project of National Importance

Thanking you,

For Bharat Petroleum Corporation Limited

Vishal Paliwal

Vishal Paliwal (Project Leader)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asoati, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102

**Vishal Paliwal
Project Leader**

Piyala Jewar ATF Pipeline Project

**Address: Piyala Pipeline Terminal, Village - Piyala, Post - Asoati, Ballabgarh,
Faridabad
(121102)**

**Email: vishalpaliwal@bharatpetroleum.in
Contact-9871713081**

Encl:

1. List of Crossing Across NE-II
2. Checklist
3. Draft Agreement
4. Undertakings
5. Indemnity Bond
6. Conditions for Approval
7. Records of RoW permission
8. Draft Estimate
9. Route Map
10. Cross Section Drawing
11. HDD writeup

Application Details [20230902/2/14/19578/3487]

Highway	NH2 [NH2]
Name of Highway Authority	
Highway Administration Address	
Name of Applicant/Oil Company	Bharat Petroleum Corporation Limited Address: BPCL Depot Piyala Ballabgarh Faridabad, FARIDABAD (HARYANA), PIN: 121102 Phn: 9871713081 Email: vishalpaliwal@bharatpetroleum.in
Application Category	Industrial Utility
Utility	Pipelines
State	HARYANA
Type	New
Remarks	Crossing of Eastern Peripheral Expressway at chainage km 117+640 by upcoming 14 dia Piyala Jewar ATF pipeline with dedicated OFC cable
Submitted On	02 Sep 2023 19:42:06

Details

1. Length in Meters *	100
2. Width of available ROW	
I. Left side from center line towards increasing chainage OR km direction *	50
II. Right side from center line towards increasing chainage OR km direction *	50
3. Proposal to lay the utility	
I. Left side from center line towards increasing chainage OR km direction *	0
II. Right side from center line towards increasing chainage OR km direction *	0
4. Proposal to acquire the land	
I. Left side from center line *	0
II. Right side from center line *	0
5. Whether proposal is in the same side where land is not to be acquired *	No
If not then where to lay the cable *	NA
6. Details of already laid services if any along the proposed route *	NA
7. Number of Existing lanes *	6 Lane
8. Proposed number of lanes *	6 Lane
9. Service road Exists *	No

10. Proposed Service road**Left side from center line**

0

Right side from center line

0

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

N/A

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

No

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

Yes

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

No

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

Yes

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

100.00

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

Trenchless Method of Pipe laying to be adopted

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

Yes

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

Yes

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

Trenchless Method of Pipe laying to be adopted

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

Trenchless Method of Pipe laying to be adopted

14. Whether the proposal satisfies the following:

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

NA

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

NA

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

NA

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

No

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

NA

15. Document/Drawings enclosed with the proposal *

Yes

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

NA

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

Enclosed

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

Enclosed

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

Trenchless Method of Pipe laying to be adopted

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

NA

(a) The trench width should be at least 30 cms but not more than 60 cms 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 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yield firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material *

NA

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

NA

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

NA

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

NA

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

NA

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

Yes

VI. Horizontal Directional Drilling (HDD) Method *

Yes

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

NA

16. Draft license Agreement signed by two witnesses. *

Yes

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

12355

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

Yes

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

Yes

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

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

h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *

Yes

i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *

Yes

j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *

Yes

k) Certificate from the applicant in the following format

l) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time us will be stipulated by NHAI for future six laning or/any other development

19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *

Vishal Paliwal

20. The Power of Attorney is in favour of authorized signatory? *

Yes

Locations

Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	HARYANA	PALWAL	NH2 [NH2] (16.100-200.000) From Km: 117.64 To Km: 117.64	Chainage Point: 117.64 Lat: 28.203 Lng: 77.424	Chainage Point: 117.64 Lat: 28.203 Lng: 77.424	View

Documents

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

Applicable Fee Details

Sno	Fee Head	Stage	Fee	Amount	Status
-----	----------	-------	-----	--------	--------

**CHECK LIST FOR GETTING APPROVAL FOR LAYING OF
UNDERGROUND PIPELINE ON NH/EXPRESS WAY LAND**

Guidelines to Project Director for Processing the Proposal for laying of Underground Pipeline in the land along/across the National Highways/Express Way vested with NH/Express way.

Relevant circulars

- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 6) Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999
- 7) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003
- 8) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016
- 9) Ministry Circular No. RW/NH-36094/01/2022-S&R (P&B) dated 17.04.2023

Sr. No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	Bharat Petroleum Corporation Limited, Piyala Pipeline Terminal, Village-Piyala, Post - Asoati, Ballabgarh Faridabad - 121102	
1.2	National Highway / Express way Number	NE-II	
1.3	State	Haryana	
1.4	Location	Palwal District.	
1.5	(Chainage in km)	Crossing of 14" dia. carbon steel pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit): 1. Across Road: NE-II Chainage KM 117/650	Crossing through HDD methodology
1.6	Length in Meters	Along/Parallel: NA	Only Crossing is there.
1.7	Width of available ROW	100mtr.	Available RoW as per site
	(a) Left side from center line towards increasing Chainage / km direction	50mtr.	
	(b) Right side from center line towards increasing Chainage / km direction	50mtr.	

Approved

Vishal Palwal, District Engineer
M.: 9871713081, Email: vishalpalwal@bharatpetroleum.in
Piyala-Jewar Airport AIF Piyala Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Piyala, Tehsil-Ballabgarh
Dist. Faridabad, Haryana - 121102

1.8	Proposal to lay underground pipe line.		
	(a) Left side from center line towards increasing chainage / km direction	NA	
	(b) Right side from center line towards increasing chainage/ km direction	NA	
1.9	Proposal to acquire land	No	
	(a) Left side from center line	No	
	(b) Right side from center line	No	
1.10	Whether proposal is in the same side where land is not to be acquired	NA	
	If not then where to lay the Pipe	-	
1.11	Details of already laid services, if any, along the proposed route	NA	
1.12	Number of lanes (2/4/6/8 lanes) existing	6 Lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders 4/6/8 lanes)	NA	
1.14	Service road existing or not	NA	
	If yes then which side		
	(a) Left side from center line		
	(b) Right side from center line		
1.15	Proposed Service road		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay Pipeline is after the service road or between the service road and main carriageway	Only Crossing @ NE-II Chainage KM 117/650	

Received

For Project
 Bhabha Petroleum
 Ltd.
 Head Office
 11002

1.17	Whether carrying of pipeline has been proposed on highway Bridges. If Yes, then mention the methodology proposed for the same.	No	
1.18	Whether carrying of pipeline has been proposed on the parapet/any part of the bridges. If Yes, then mention the methodology proposed for the same.	No	
1.19	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	Yes	HDD method is used for crossing. Cross Section Enclosed.
	(a) Whether the existing drainage structures are allowed to carry the pipeline.	No	
	(b) Is it on a line normal to NH/Express way	Yes	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures?	Yes, minimum distance of 15mt. maintained from existing structure.	Pipeline shall be crossing at Km 117+650, and the existing structure is 117+520 (Box culvert),
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	14" dia. carbon steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit)	

	(e) Ends of the casing / conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes	
	(f) The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	Yes	
	(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 least 0.3 m below the drain inverts.	Yes	Enclosed
	(h) Mention the methodology proposed for crossing of road for the proposed Sewage/ pipe line, Crossing shall be by boring method (HDD) [Trench-less Technology], specially, where the existing road pavement is of cement concrete or dense bituminous concrete type.	HDD / Boring	Proposed pipeline shall be laid through HDD methodology.
	(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.	Yes	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 m deep X 0.3m wide) (i) Should not be greater than 60 cm wider than the outer diameter of the pipe (ii) located as close to the	Enclosed	Pipeline shall be laid below the invert levels of the drain at the crossing location



	<p>extreme edge of the right-of-way as possible but not less than 15 meter from the center-lines of the nearest carriageway</p> <p>(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</p> <p>(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>		
2.2	Cross section showing the size of pit and location of pipeline for HDD / Boring method	Enclosed	Cross section enclosed.
2.3	Strip plan / Route Plan showing pipeline, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Enclosed	Route plan enclosed.
2.4	Methodology for laying of showing pipe line.	HDD methodology will be used for crossing. Methodology is enclosed.	
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	NA	At crossing HDD methodology shall be opted.
	(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.	NA	
	(c) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	NA	
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.	NA	
	(e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	NA	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	NA	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	

2.4.2	Horizontal Directional Drilling (HDD) Method	Yes, Methodology enclosed	
2.4.3	Methodology for laying of Pipe Line through CD works and method of laying. In cases where the carrying of pipe line on the bridge becomes inescapable.	NA	
3	Draft License Agreement signed by two witnesses	Enclosed	
4	Performance Bank Guarantee in favour of NHAI/NH PWD has to be obtained @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.	Bank Guarantee will be submitted as an when intimated by the authority (Undertaking Enclosed)	
4.1	Performance BG as per above is to be obtained.	Will be submitted on receipt of Demand Note	
4.2	Confirmation of BG has been obtained as per NHAI/NH PWD guidelines	BG shall be submitted as per MoRTH Guidelines.	
5	Affidavit / Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI/NH PWD or to the concerned agency	Yes; enclosed with proposal	

5.2	Renewal of Bank Guarantee	Yes; enclosed with proposal	
5.3	Confirming all standard condition of Ministry Circulars and NHA's guideline.	Yes; enclosed with proposal	
5.4	Shifting of pipe line as and when required by NH/Express Way at their own cost	Yes; enclosed with proposal	
5.5	Shifting due to 6 lanning / widening of NH/Express Way	Yes; enclosed with proposal	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes; enclosed with proposal	
5.7	Traffic movement during laying of pipe line to be managed by the applicant	Yes; enclosed with proposal	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes; enclosed with proposal	
5.9	Prior approval of the NH/Express Way shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing Pipeline located in the National highway right-of-ways.	Yes; enclosed with proposal	
5.10	Expenditure, if any, incurred by NH/Express Way for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Pipe line will be borne by the agency owning the line.	Yes; enclosed with proposal	
5.11	If the NH/Express Way considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH/Express Way at the	Yes; enclosed with proposal	

	cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	<p>Certificate from the applicant in the following format</p> <p>(i) <i>Laying of Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i></p> <p>(ii) for 6 –laning “We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH” for future six- lanning or any other development.”</p>	Yes; enclosed with proposal	
6.	Who will sign the agreement on behalf of pipeline agency	<p>Vishal Paliwal</p> <p>Project Leader</p> <p>Bharat Petroleum Corporation Limited,</p> <p>Registered office: Piyala Pipeline Terminal,</p> <p>Village-Piyala, Post - Asoati, Ballabgarh</p> <p>Faridabad - 121102</p>	
7	The Project Director will submit the following.		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry</p>	Yes	

Vishal Paliwal
 M: 9311021102
 Piyala Pipeline Project
 BHARAT PETROLEUM LTD.
 Village-Piyala, Post - Asoati, Ballabgarh
 Dist - Faridabad, Haryana-121102

	<p>Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999, Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. RW/NH-36094/01/2022-S&R(P&B) dated 17.04.2023.</p>		
7.2	<p>Certificate from PD in the following format</p> <p>(i) "It is certified that any other location of the pipeline would be extremely difficult and unreasonable costly and the installation of 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 curve etc".</p> <p>(ii) for 6 –laning</p> <p>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-laning".</p>	Yes	
8	<p>If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. "The permitted Highway on</p>	Yes	

	<p>which Licensee has been granted the right to lay the pipelines has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of Section, from on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."</p>		
9	Who will supervise the work of laying of pipeline		
	(a) On behalf of the Applicant	Site Engineer – Bharat Petroleum Corporation Limited	
	(b) On behalf of NHAI/NH PWD		
10	Who will ensure that the defects in road portion after laying of pipeline are corrected and if not corrected then what action will be taken.		
	(a) On behalf of the Applicant	Site Engineer - Bharat Petroleum Corporation Limited BG will encashed. Claim amount will be determined according to the nature and seriousness of damages.	
	(b) On behalf of NHAI/NH PWD		
11	Who will pay the claims for damages done / disruption in working of Concessionaire if asked by the Concessionaire?	Bharat Petroleum Corporation Limited	


Vishal Kumar
M: 9877712001, E: vishal@bharatpetroleum.in
Pyala-Jewar Amp. - Gwalior Project
BHARAT PETROLEUM CORP. LTD.
Village-Pyala, Post-Amp. Tehsil-Balabgarh
Dist. Faridkot, Haryana-121102

12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed Performa (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground Pipeline then photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	NA	

For, Bharat Petroleum Corporation Limited,

(Signature)



Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 21/09/2023

Certificate No. G0U2023I611

GRN No. 107109559



Stamp Duty Paid : ₹ 500
(Rs. Only)

Penalty : ₹ 0

(Rs. / Ru Only)

Seller / First Party Detail

Name: Bpcl

H.No/Floor : Na

City/Village : Piyala

Phone : 94*****53

Sector/Ward : Na

District : Faridabad

LandMark : Na

State : Haryana

Buyer / Second Party Detail

Name : Nhai

H.No/Floor : Na

City/Village : Faridabad

Phone : 94*****53

Sector/Ward : Na

District : Faridabad

LandMark : Na

State : Haryana

Purpose : AGREEMENT



The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



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

Agreement to lay 14 Inch Dia. Carbon Steel pipeline along with fiber cable in HDPE ducts (Subducted in 6" CS conduit) across RoW of Eastern Peripheral (KGP) Expressway NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Vishal Palwal (Project Leader)
M: 9871713081, Email: vishalpalwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Atasi, Tehsil-Balakrishna
Distt. Faridabad, Haryana-121102

National Highway Chainages:

Across:

NE-2 Chainage: KM 117/650

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, **Bharat Petroleum Corporation Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at, **Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102**, (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in crossing at KM 117/650 in the Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Whereas the Licensee proposes to lay Pipe line, referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in crossing at KM 117/650 in the Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

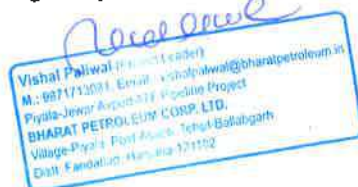
And whereas the Authority has agreed to grant such permission for way leave on the NE RoW as per terms and conditions hereinafter mentioned.

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 permissions to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely:

1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Expressway. 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 Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m a wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NE, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The Utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure.



9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 1.2 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 1.5 m 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.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.



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

- i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.
- iv. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the highway Authority.

17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way.

18. All required restoration work subsequent to laying of the Pipeline 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 by other underground installations utility services & interference, interruption, disruption, or failure caused thereof any services etc. in case of licensee failing to



discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case, the Performance Bank guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility. Agreement to be prepared for 10 years and Licensee will be paying the charges demanded for duration of 5 years.

21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.

23. The Licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.



24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorised representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank guarantee for maintenance/repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposit of fee shall attract interest @ 15% per annum compounded annually.



30. The permission shall be valid only for it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/property. Other than what is herein expressly granted. No use of NE Row will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of pipelines in the trench (with respect to the NE) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations nor shall it be absolved from any liability already incurred.



38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
- a. Operation, repair and maintenance guidelines given by the manufacturers.
 - b. The requirements of Law.
 - c. The physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in Mutual agreement with the respective project concessionaires. MoRT&H/NH/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

Vishal Palwal
Vishal Palwal (Project Leader)
M: 9871713061, Email: vishalpalwal@bharatpetroleum.in
Piyala-Jewar Airport AIP Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Jewar, Tehsil-Ballabgarh
Dist. Faridabad, Haryana-121102

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 BHARAT PETROLEUM CORPORATION LIMITED,
PIYALA PIPELINE TERMINAL, VILLAGE-PIYALA, POST - ASOATI,
BALLABGARH FARIDABAD - 121102 (LICENSEE)

BY SHRI VISHAL PALIWAL

(Signature, name & address with stamp)

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



1.

2.



Now the identified the Sign
Deponents Executant & n/s.
their sign. Thumb Impressions

Attested as identitf

NOTARY PUBLIC
Faridabad (Hary)

27 OCT 2023

Undertaking

To
The Project Director,
National Highways Authority of India,
PIU- Ghaziabad, under CWG Flyover, at Km 2+000,
NH-09 (Old NH-24), Near Akshardham Temple,
Delhi-110092

Project Name: PiyalaJewar ATF Pipeline Project

Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said locations:

I/We **Mr. Vishal Paliwal, Project Leader** on behalf of **Bharat Petroleum Corporation Limited** agreed to undertake to reinstate the damages, if any occurred prior, during or after completion of work for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II at Chainage Km 117+650 in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Thank you for your time and consideration regarding this matter. We request you to kindly treat the matter as a priority for the completion of this project of National Importance and issue us the NOC.

For Bharat Petroleum Corporation Limited,

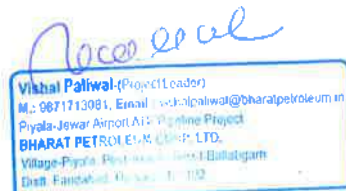
Vishal Paliwal
Vishal Paliwal (Project Leader)
M.: 9871713081, Email: vishal.paliwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM LTD.
Village-Piyala, Post-Box-1142
Distt. Faridkot, Punjab-142002
Vishal Paliwal
Project Leader

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) To take care of existing services/utilities that have been laid previously. And not to damage other utility, if damaged then to pay the losses either to the Authority or to the concerned agency.
- 2) To submit the requisite Bank Guarantee and to renew it, as directed by the Authority.
- 3) That the laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) will conform to all standard conditions of Authority guidelines and Ministry Circulars / Letters and its amendments from time to time shall be strictly followed.
- 4) To shift the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) as and when required by Authority at our own cost.



- 5) To shift the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) due to 4/6/8 laning/widening of NH as and when required by Authority at our own cost.
- 6) To indemnify Authority against all damages and claims.
- 7) To manage the traffic movement during laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit).
- 8) That if any claim is raised by the Concessionaire, then the same has to be paid by the applicant.
- 9) To take prior approval of Authority before undertaking any work of installations, shifting or repairs or alterations to the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) / any other utility located in National Highway Right-of-Ways.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal

Vishal Paliwal

Project Leader

Vishal Paliwal, Project Leader
M.: 9871713061, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport A/E Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asahi, Tehsil-Ballabgarh
Distt. Fardabad, Haryana-121102



Know the Deponents Executant & n/s. The
their sign Thumb Impression

Attested as identifi
[Signature]
NOTARY PUBLIC
Fardabad (Hary

27 OCT 2023

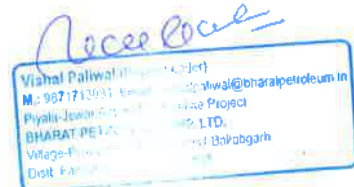
UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) All the standard conditions issued vide the following Ministry Circular have been confirmed:
 - i) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
 - ii) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
 - iii) Ministry Circular No. RW/NH-III/66/76 dated 11.5.1982
 - iv) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
 - v) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
 - vi) Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999
 - vii) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003
 - viii) Ministry Circular No. RW/NH-33044/29/2015 S&R (R) dated 22.11.2016
 - ix) Ministry Circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023

Any other location of the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) would be extremely difficult, unreasonable and costly and the installation of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit)



within ROW will not adversely affect the design, stability & traffic safety of the highway not the likely future improvement such as widening of the carriageway, easing of curve etc.

- a) For 6/8-Laning
 - b) N/A
 - c) That sufficient ROW is available at site for accommodating proposed 4/6/8-laning.
- 3) That the proposed permission will be entered in the register of records for the permission in the prescribed Performa.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal

**Vishal Paliwal
Project Leader**

Vishal Paliwal (Project Leader)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jowar Airport Road, Piyala Line Project
BHARAT PETROLEUM LTD.
Village-Piyala, Dist. Palsahgarh



I have identified the sign of
Deponents Executant & his/her
their sign, Thumb Impressions

Attested as identiff

[Signature]
NOTARY PUBLIC
Faridabad (Hary)

27 OCT 2023

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

i. Any other location of the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) would be extremely difficult and unreasonable costly and the installation of 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 curve etc".

ii. For 6/8-laning



(a) Where feasibility is available

"I do undertake that there will be no hindrance to proposed 4/6/8-laning based on the feasibility report considering Enclosed/proposed structure at the said location".

(b) In case feasibility report is not available

"I do certify that sufficient ROW is available at site for Enclosed/accommodating proposed 4/6/8 laning".

For Bharat Petroleum Corporation Limited,



Vishal Paliwal
Project Leader
Piyala Pipeline Project
BHARAT PETRO. LTD.
Village-Piyala, Post-Asoati, Ballabgarh
Dist. Faridabad, Haryana-121102

Attested & Identified


NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

Know the sign of
Deponents & Notary
sign. Thumb Impression

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) Laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) will not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- 2) We do undertake that we will relocate service road/approach road/utilities at my/our own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future 6/8 laning or any other development.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Vishal Paliwal
Project Leader
Bharat Petroleum Corporation Limited
Piyala Pipeline Terminal
Ballabgarh, Faridabad
Haryana

Attested as identifier

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

show the genuine signature of
Deponents Executant & his/her
their sign. thumb impressions



UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) Proposed permission will be entered in the register of records for the permissions in the prescribed performa.

For Bharat Petroleum Corporation Limited,

Neeel

**Vishal Paliwal
Project Leader**

Vishal Paliwal (Project Leader)
M. 9711133333 v.paliwal@bharatpetroleum.in
Piyala-Jewar Airport Pipeline Project
BHARAT PETROLEUM SECURITE LTD.
Village-Piyala, Post-Asoati, Ballabgarh
Distt. Faridabad Haryana-121102

Attested as identifier

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2020



know the person the sign
Deponents Executant & his/her
their sign. Thumb Impression

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

i) The proposal will be confirming all standard enclosed condition issued vide Ministry of Road Transport and Highways Circular No. NH-IIIIP/66/76 dated 18/19.11.1976, RW/NH-III/P/66/76 dated 11.05.1982, RW/NH-11037/1/86-001 (ii) dated 28.7.1993, RW/NH-11037/1/86/DOI dated 19.1.1995, RW/NH-34066/2/95 S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Circular No. RW/NH-33044/29/2015 S & R (R) dated 22.11.2016 and Circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Vishal Paliwal
Project Leader

Vishal Paliwal, Project Leader
M: 9871715061, Email: v.paliwal@bharatpetroleum.in
Piyala-Jewar Asopati ATF Project
BHARAT PETROLEUM LTD,
Village-Piyala, Post-Asoati, Ballabgarh



Attested as identified

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

Know the contents of the sign
Deponents Executants & n's
their sign. Thumb impressions

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

This is to certify that the services utility likes Water Pipeline, Sewer Pipeline, OFC, existing poles and Pipe Line alongside the edge of ROW will not be disturbed. If the concerned Department raises any objection, the agency will take NOC at our own level. The Pipe Line will be laid at the extreme end of the ROW.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Vishal Paliwal
Project Leader

Vishal Paliwal
M.: 9871713001, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Project ATO, Piyala Project
BHARAT PETROLEUM LTD.,
Village-Piyala, Post-Asoati, Ballabgarh
Dist. Faridabad Haryana-121102



Know the contents of the sign &
Deponent's Executant & in a
their sign. Thumb Impressions

Attested as identt

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

INDEMNITY BOND

Name of Work: laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

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

We, **Bharat Petroleum Corporation Limited**, Registered office: **Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102**, do hereby indemnify Project Director, NHAI office, PIU-Ghaziabad binding ourselves to pay all the losses and claims in respect of laying of pipeline in the state of Haryana or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For Bharat Petroleum Corporation Limited,

**Vishal Paliwal
Project Leader**

Vishal Paliwal (Project Leader)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Asport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asoati, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102



I know the deponent the sign
Deponents Executant & his
their sign. Thumb Impressions

Attested as identifi

NOTARY PUBLIC
Faridabad (Hary

27 OCT 2023

Annexure - I

Conditions to be enclosed / Incorporated in the approval letter for permission for laying of Pipeline

1. The pipe line shall be located as close to the extreme edge of the right of way as possible but not less than 15meter from the center-line of the nearest carriageway.
2. The pipe line 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 without the prior approval of NH / Government of India.
3. The pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. 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.
5. The authority / owner of the underground utility shall ensure that laying pipeline should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
11. The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted



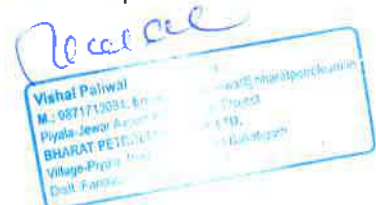
where the existing road pavement is of cement concrete or dense bituminous concrete type.

13. 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 Gasway along it.
14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type
 - a) 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 cm wider than the outer diameter of the pipe.
 - b) Filling of the trench shall conform to the specifications contained herein below.
 - c) 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.
 - d) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
 - e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - f) 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 Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
 - g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
15. If needed, a diversion shall be constructed at the expense of agency owning the pipe line.
16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the pipe line located in the National highway right of ways.
17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the pipe line will be borne by the agency owning the pipe line.
18. If the NH considers it necessary in future to move the pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the



Highway Authority at the cost of the agency owning the pipe line within a reasonable time (not exceeding 60 days) of the intimation given.

19. The licensee shall ensure making good the excavated trench for laying pipeline by proper filling and compaction, so as to restore the land in to the same conditions 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.
20. The licensee shall furnish a Bank Guarantee to the NH @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the Pipelines by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.
21. In case the work contemplated herewith is not completed to the satisfaction of the NH, 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. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
22. The licensee shall shift the pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH / Govt. of India to shift/relocate the pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
23. Regarding the location of other cables, underground installation/utilities etc. and the licensee shall be responsible to ascertain from the respective agency in coordination with NH. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement



- sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the licensee.
 26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
 27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
 28. No trenching will be done on pucca road, boring method will be used in pucca road and pipe line will be laid at the extreme edge of the road in the non-BT surface only.
 29. The licensee shall inform/give a notice to the NH / Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/repair work shall have to be furnished by the licensee.
 30. Each day, the extent of digging the trenches should be strictly regulated so that Pipelines are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NH.
 31. The licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying pipe line.
 32. The NH has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to pipe line, he will have to furnish a separate bank guarantee.
 33. The licensee shall not without prior permission in writing from the NH / Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said pipeline.
 34. 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.



35. During the subsistence of this agreement, the laying of Pipeline /ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
36. The licensee shall bear the stamp duty charged for the agreement.
37. The pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Pipeline has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
38. Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
40. 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 pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the pipelines. However, before taking up the work of removal of pipe line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
42. If NH is required to do some emergent work the licensee will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
43. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right of Way facility is not to enhance the scope.
44. Strict compliance of the following by the Project Director:

Nice

Vishal Patwal
M: 9871713981, E: vishal@bharatpetroleum.in
Piyala Jewar Airport Area, Gurgaon Project
BHARAT PETROLEUM P. LTD.
Village-Piyala Post-P.O. Post-Bhatnagar
Dist. Fardabad Haryana-121402

- a) If the licensee fails to inform the commencement of laying of pipe line 15 days before the actual start of the work at site the agreement should be null and void.
- b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. NH-36094/01/2022-S&R (P&B) (E-208825) dated 24.04.2023 (Same for Both NH /NHAI).
- c) An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of pipe, as per the specification/stipulation and the alignment as approved.
- d) The final completion certificate shall be issued/submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Divisional Engineer and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. NH-36094/01/2022-S&R (P&B) (E-208825) dated 24.04.2023 (Same for Both NH /NHAI)
- e) To obtain a performance bank guaranty @ Rs 100/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.
- f) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed)
- g) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NHAI.



[Enclosure to Ministry's circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023]

Format for Maintaining Records of Right-of-Way permission granted for laying Pipeline

(To be maintained separately for every NH/NE and State)

1. Name of State : Haryana
2. Name of Agency (NH/Express way) : PIU-Ghaziabad
3. NH/Express way Number : NE-II

Sl.	Location (chainage in Km)	Left or right side of NH (towards increasing Chainage / km direction)	Section and reach	Kind of service	Name of license and contact address	Date of signing of agreeme nt	Date of validity of agreeme nt	Date of last inspect ion of site	Any deviatio n from MOST standar d norms	Remarks
1	Crossing Express way at NE-II Chainage Km 117/650	Crossing	Express Way (Eastern Peripheral (KGP) Express Way NE-II (Badkhalsa- Palwal)	14" dia. carbon steel pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit)	Bharat Petroleum Corporation Limited, Registered Office: Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad- 121102				No	



FEES CALCULATION

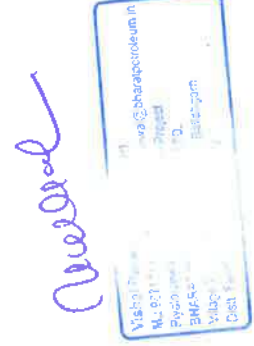
Permission for Laying of Piyala Jewar ATF Pipeline with 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) of Bharat Petroleum Corporation Limited on Eastern Peripheral Expressways [NE-2] from crossing of pipeline at NH Chainage (Km): 117+650 from (Length of crossing: 100 meter) as Per circular issued By Government of India, Ministry of Road Transport & Highways G.R. No-RW/NH-33044/20/2015S&R (R), dtd-22-11-2016 & NH-36094/01/2022-S&R(P&B), dtd- 17-04-2023

Authority :- Project Director, PIU, NHAI, Ghaziabad (1) Across @ NE-2 Chainage KM 117+650 District: Palwal

Applicant: Bharat Petroleum Corporation Limited

(A) License Fees/Lease Rental Calculation

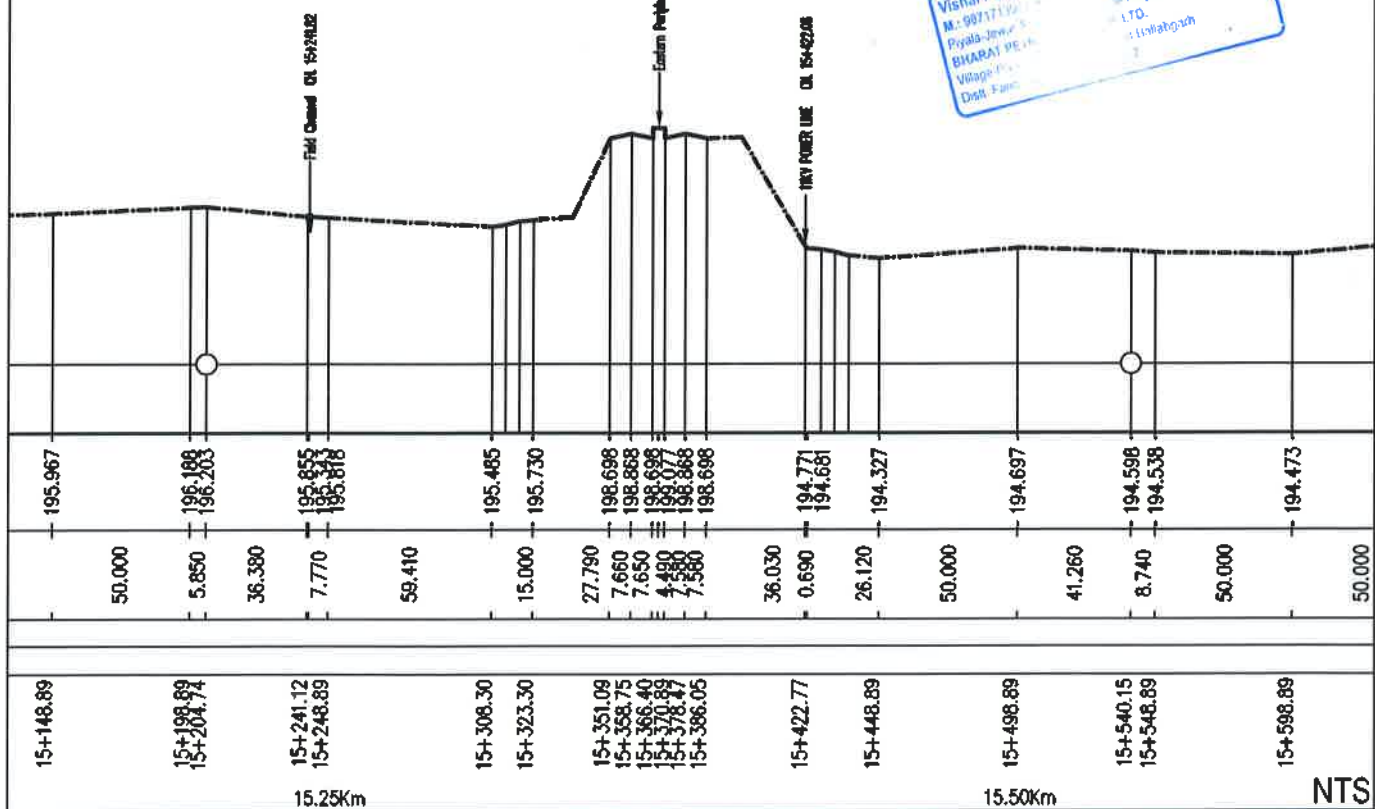
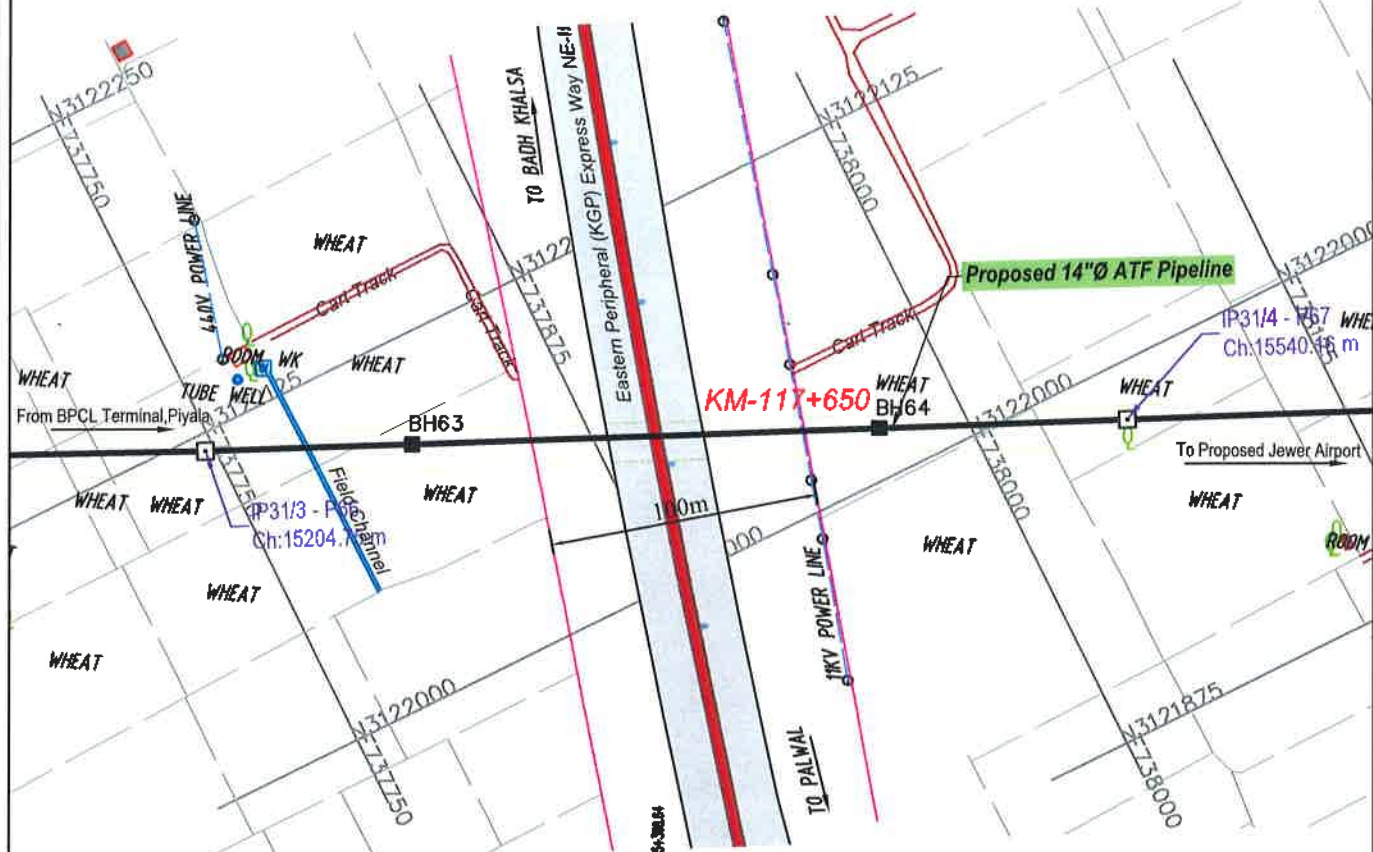
Sr. No	Location	EW/NH Chainage (Km)	Total Length in Running meter	Width in meter (m)	Utilized EW/NH land area for Pipeline (Sqmt)	Collector Land Rate (Per sqmt)	Amount Per Annum (Rs)	Amount For Five Years with 6% annual Increment upto 5 years (Rs)	The License Fee for Public utilities (33% of total cost)
1	Permission for Laying of Piyala Jewar ATF Pipeline with 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit)	A (1) Across @ NE-2 Chainage KM 117+650 Total Length Across: 100 mtr.	B 100.00	C 0.508	D = C x D 50.80	E 494.20	F = D x E x 1.5 377.00	G 2123.00	H = G x 33% 701.00
Total									701.00
(A) License Fee for use of Highway Land in form of DD (Non-Refundable), subject to Minimum of 10,000/-							10000.00		



(B) License Fees for Overhead Crossing					
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. Therefore license fees for overhead crossing Rs. 0.00/- because as per MoRTH Guidelines clause 5.2 for public utilities, area below the support system/tower shall only be charged and Towers Installation will be proposed outside the <NH No.> ROW as per the attached drawing.					
(B) License Fee for Overhead Crossing of Highway Land in form of DD (Non-Refundable)		0.00			
(C) Performance Bank Gaurantee Calculation Sheet (MoRTH Guidelines)					
Sr. No	Location	Total Length of utilization of EW/NH land for Along, Across pipeline (RMT / No.)	Rate Rs. 100/- per m [For <=300 mm dia/width] & [Rs 2,00,000 per crossing]	Amount For Five Years (Rs)	Remark
		A	B	C	D
1	1 no. Main Carraigeway Crossing at KM 117+650	1	200000.00	200000.00	Performance Bank Guarantee as per para 6 of MoRTH guidelines dated 17.04.2023
	Total			2,00,000.00	
(C)	Total Bank Gaurantee & Performance Bank Gaurantee for use of Highway Land in form of BG (Refundable)		200000.00		
Summary					
(A)	License Fee for use of Highway Land in form of DD (Non-Refundable)			701.00	
(B)	License Fee for Overhead Crossing of Expressways/Highway Land in form of DD (Non-Refundable)			0.00	
(C)	Total Bank Gaurantee & Performance Bank Gaurantee for use of Highway Land in form of BG (Refundable)			200000.00	
Total Amount both Refundable & Non-refundable (Rs)				200701.00	



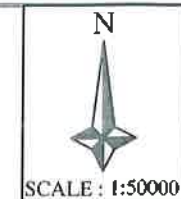
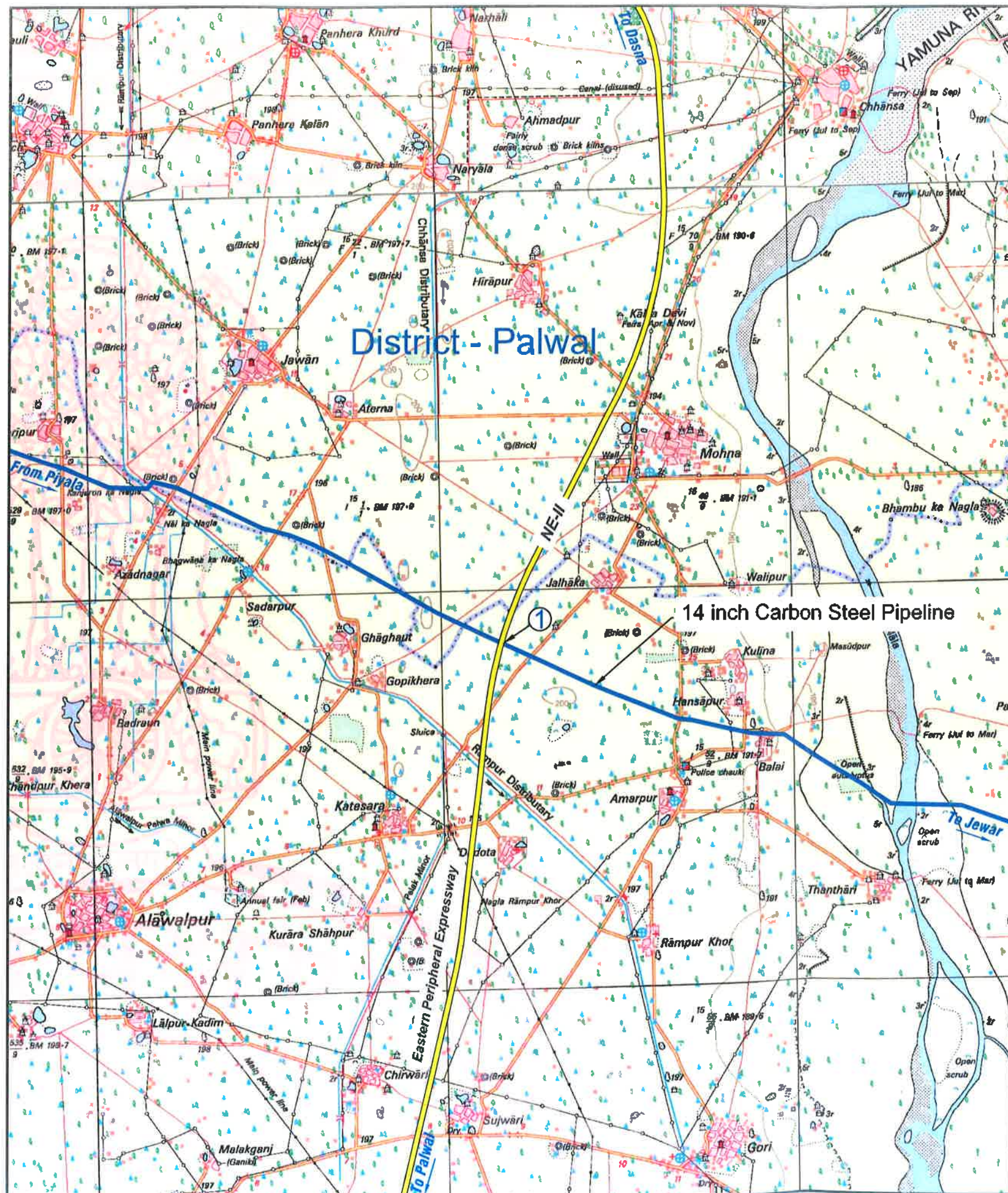
Layout plan Eastern Peripheral (KGP) Express Way NE-II



Noted

Vishal Paliwal
M: 9873711212
Piyala Jewar
BHARAT PETROLIUM
Village Piyala
Dist. Feroze

Shri. Vishal Paliwal
Project
LTO
Tollabagh



Express highway with toll, with bridge with drainage system	1:50000	Mine: Vine on trees, Grass, Scrub
Roads: installed according to importance	1:50000	Palm, palmira, other Plantain, Coriander, Bamboo, Other trees
Unimproved road: Cart-track: Paved with base: Foot-path	1:50000	Boundary: international
Stream: with back in bed: underflow: Canal	1:50000	state: demarcated, undemarcated
Dam: masonry or rock filled, earthwork: Well	1:50000	district: sub-division, taluk or tehsil, Khas
River: dry with water channel, with island & rocks: tidal river	1:50000	Boundary: pillars: surveyed, unsurveyed
Submerged rocks: Shoal: Swamp: Reeds	1:50000	Height: triangulated: spot: point: approximate
Wells: hand, unlined: Tube-well: Spring: Tanks: percolated, dry	1:50000	Green mark: geodetic: tertiary: canal
Embankment: road or rail: tank: (brick) ground	1:50000	Post office: Telegraph office: Overhead tank
Railways: broad gauge: double: single with station: under construction	1:50000	Rest house or inspection bungalow: Circular house: Police station
Railways: other gauges: double: single with station: under construction	1:50000	Camping ground: Forest: reserved: protected
Mineral line or railway: K.M. Cutting with tunnel	1:50000	Special names: administrative, locality or tribal
Contours with sub-features: Rocky slopes: Cliffs	1:50000	Hospital: Dispensary: Veterinary hospital: Dispensary
Sand features: (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20)	1:50000	Aerodrome: Helipad: Tourist site
Towns or Villages: (wholesale) (export) (import) (transit) (storage) (distribution) (processing) (manufacturing) (mining) (quarrying) (other)	1:50000	Power line: with pylons surveyed, with poles unsurveyed
Mine: permanent: temporary: Tower: Antenna: Mast	1:50000	
Islands: Lighthouse: Church: Mosque: Idgan: Tomb: Graves	1:50000	
Lighthouse: Light: Quays: Light: Unlighted: Anchorage	1:50000	

Sl. No.	Details of Road	NH Ch. (Km)	Width (m)	Remarks
1	EASTERN PERIPHERAL (NE-II)	117.650	100	14 inch Carbon Steel Pipeline

Approved

Vishal Palwal (Project Leader)
 M: 9871713081, Email: vishalpalwal@bharatpetroleum.in
 Piyala-Jewar Airport ATF Pipeline Project
 BHARAT PETROLEUM CORP. LTD.
 Village-Piyala, Post-Asahi, Tehsil-Ballabhgarh
 Dist. Faridkot, Haryana-151102

CLIENT: **Bharat Petroleum Corporation Limited**
 (A Govt. of India Enterprise)

PROJECT: **PJPL (Piyala - Jewar ATF Pipeline Project) Haryana**

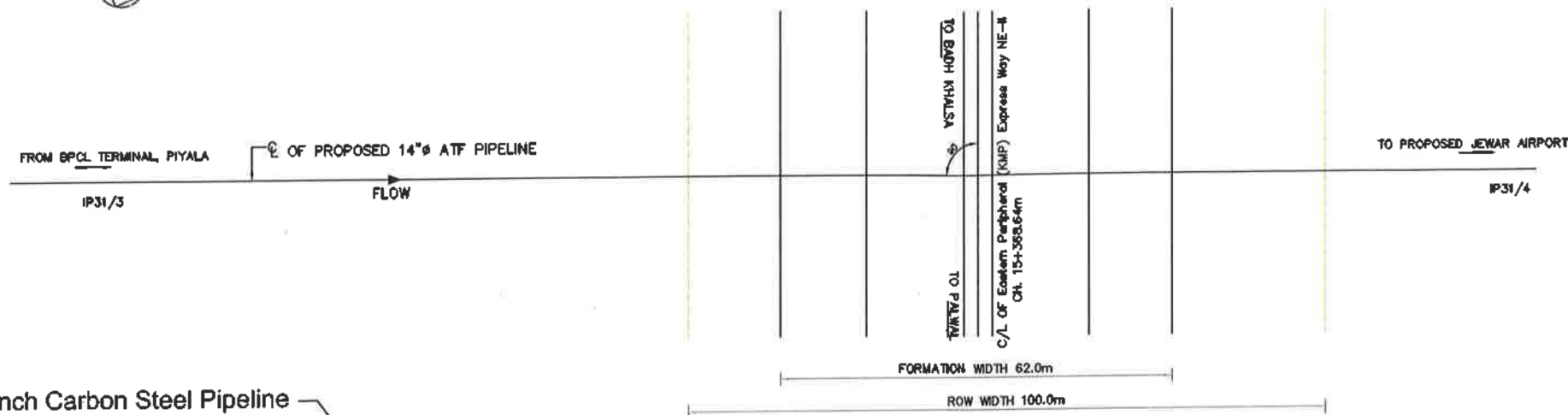
TITLE: **EASTERN PERIPHERAL (NE-II) Ch - 117+650 km**

CODE: **PJPL**

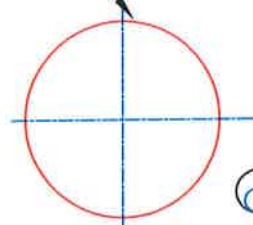
THE ODESH CONSULTANTS
 Phone: (0265) 233115/233116/233117/233118/233119/233120/233121/233122/233123/233124/233125/233126/233127/233128/233129/233130/233131/233132/233133/233134/233135/233136/233137/233138/233139/233140/233141/233142/233143/233144/233145/233146/233147/233148/233149/233150/233151/233152/233153/233154/233155/233156/233157/233158/233159/233160/233161/233162/233163/233164/233165/233166/233167/233168/233169/233170/233171/233172/233173/233174/233175/233176/233177/233178/233179/233180/233181/233182/233183/233184/233185/233186/233187/233188/233189/233190/233191/233192/233193/233194/233195/233196/233197/233198/233199/233200/233201/233202/233203/233204/233205/233206/233207/233208/233209/233210/233211/233212/233213/233214/233215/233216/233217/233218/233219/233220/233221/233222/233223/233224/233225/233226/233227/233228/233229/233230/233231/233232/233233/233234/233235/233236/233237/233238/233239/233240/233241/233242/233243/233244/233245/233246/233247/233248/233249/233250/233251/233252/233253/233254/233255/233256/233257/233258/233259/233260/233261/233262/233263/233264/233265/233266/233267/233268/233269/233270/233271/233272/233273/233274/233275/233276/233277/233278/233279/233280/233281/233282/233283/233284/233285/233286/233287/233288/233289/233290/233291/233292/233293/233294/233295/233296/233297/233298/233299/233300/233301/233302/233303/233304/233305/233306/233307/233308/233309/233310/233311/233312/233313/233314/233315/233316/233317/233318/233319/233320/233321/233322/233323/233324/233325/233326/233327/233328/233329/233330/233331/233332/233333/233334/233335/233336/233337/233338/233339/233340/233341/233342/233343/233344/233345/233346/233347/233348/233349/233350/233351/233352/233353/233354/233355/233356/233357/233358/233359/233360/233361/233362/233363/233364/233365/233366/233367/233368/233369/233370/233371/233372/233373/233374/233375/233376/233377/233378/233379/233380/233381/233382/233383/233384/233385/233386/233387/233388/233389/233390/233391/233392/233393/233394/233395/233396/233397/233398/233399/233400/233401/233402/233403/233404/233405/233406/233407/233408/233409/233410/233411/233412/233413/233414/233415/233416/233417/233418/233419/233420/233421/233422/233423/233424/233425/233426/233427/233428/233429/233430/233431/233432/233433/233434/233435/233436/233437/233438/233439/233440/233441/233442/233443/233444/233445/233446/233447/233448/233449/233450/233451/233452/233453/233454/233455/233456/233457/233458/233459/233460/233461/233462/233463/233464/233465/233466/233467/233468/233469/233470/233471/233472/233473/233474/233475/233476/233477/233478/233479/233480/233481/233482/233483/233484/233485/233486/233487/233488/233489/233490/233491/233492/233493/233494/233495/233496/233497/233498/233499/233500/233501/233502/233503/233504/233505/233506/233507/233508/233509/233510/233511/233512/233513/233514/233515/233516/233517/233518/233519/233520/233521/233522/233523/233524/233525/233526/233527/233528/233529/233530/233531/233532/233533/233534/233535/233536/233537/233538/233539/233540/233541/233542/233543/233544/233545/233546/233547/233548/233549/233550/233551/233552/233553/233554/233555/233556/233557/233558/233559/233560/233561/233562/233563/233564/233565/233566/233567/233568/233569/233570/233571/233572/233573/233574/233575/233576/233577/233578/233579/233580/233581/233582/233583/233584/233585/233586/233587/233588/233589/233590/233591/233592/233593/233594/233595/233596/233597/233598/233599/233600/233601/233602/233603/233604/233605/233606/233607/233608/233609/233610/233611/233612/233613/233614/233615/233616/233617/233618/233619/233620/233621/233622/233623/233624/233625/233626/233627/233628/233629/233630/233631/233632/233633/233634/233635/233636/233637/233638/233639/233640/233641/233642/233643/233644/233645/233646/233647/233648/233649/233650/233651/233652/233653/233654/233655/233656/233657/233658/233659/233660/233661/233662/233663/233664/233665/233666/233667/233668/233669/233670/233671/233672/233673/233674/233675/233676/233677/233678/233679/233680/233681/233682/233683/233684/233685/233686/233687/233688/233689/233690/233691/233692/233693/233694/233695/233696/233697/233698/233699/233700/233701/233702/233703/233704/233705/233706/233707/233708/233709/233710/233711/233712/233713/233714/233715/233716/233717/233718/233719/233720/233721/233722/233723/233724/233725/233726/233727/233728/233729/233730/233731/233732/233733/233734/233735/233736/233737/233738/233739/233740/233741/233742/233743/233744/233745/233746/233747/233748/233749/233750/233751/233752/233753/233754/233755/233756/233757/233758/233759/233760/233761/233762/233763/233764/233765/233766/233767/233768/233769/233770/233771/233772/233773/233774/233775/233776/233777/233778/233779/233780/233781/233782/233783/233784/233785/233786/233787/233788/233789/233790/233791/233792/233793/233794/233795/233796/233797/233798/233799/233800/233801/233802/233803/233804/233805/233806/233807/233808/233809/233810/233811/233812/233813/233814/233815/233816/233817/233818/233819/233820/233821/233822/233823/233824/233825/233826/233827/233828/233829/233830/233831/233832/233833/233834/233835/233836/233837/233838/233839/233840/233841/233842/233843/233844/233845/233846/233847/233848/233849/233850/233851/233852/233853/233854/233855/233856/233857/233858/233859/233860/233861/233862/233863/233864/233865/233866/233867/233868/233869/233870/233871/233872/233873/233874/233875/233876/233877/233878/233879/233880/233881/233882/233883/233884/233885/233886/233887/233888/233889/233890/233891/233892/233893/233894/233895/233896/233897/233898/233899/233900/233901/233902/233903/233904/233905/233906/233907/233908/233909/233910/233911/233912/233913/233914/233915/233916/233917/233918/233919/233920/233921/233922/233923/233924/233925/233926/233927/233928/233929/233930/233931/233932/233933/233934/233935/233936/233937/233938/233939/233940/233941/233942/233943/233944/233945/233946/233947/233948/233949/233950/233951/233952/233953/233954/233955/233956/233957/233958/233959/233960/233961/233962/233963/233964/233965/233966/233967/233968/233969/233970/233971/233972/233973/233974/233975/233976/233977/233978/233979/233980/233981/233982/233983/233984/233985/233986/233987/233988/233989/233990/233991/233992/233993/233994/233995/233996/233997/233998/233999/234000/234001/234002/234003/234004/234005/234006/234007/234008/234009/234010/234011/234012/234013/234014/234015/234016/234017/234018/234019/234020/234021/234022/234023/234024/234025/234026/234027/234028/234029/234030/234031/234032/234033/234034/234035/234036/234037/234038/234039/234040/234041/234042/234043/234044/234045/234046/234047/234048/234049/234050/234051/234052/234053/234054/234055/234056/234057/234058/234059/234060/234061/234062/234063/234064/234065/234066/234067/234068/234069/234070/234071/234072/234073/234074/234075/234076/234077/234078/234079/234080/234081/234082/234083/234084/234085/234086/234087/234088/234089/234090/234091/234092/234093/234094/234095/234096/234097/234098/234099/234100/234101/234102/234103/234104/234105/234106/234107/234108/234109/234110/234111/234112/234113/234114/234115/234116/234117/234118/234119/234120/234121/234122/234123/234124/234125/234126/234127/234128/234129/234130/234131/234132/234133/234134/234135/234136/234137/234138/234139/234140/234141/234142/234143/234144/234145/234146/234147/234148/234149/234150/234151/234152/234153/234154/234155/234156/234157/234158/234159/234160/234161/234162/234163/234164/234165/234166/234167/234168/234169/234170/234171/234172/234173/234174/234175/234176/234177/234178/234179/234180/234181/234182/234183/234184/234185/234186/234187/234188/234189/234190/234191/234192/234193/234194/234195/234196/234197/234198/234199/234200/234201/234202/234203/234204/234205/234206/234207/234208/234209/234210/234211/234212/234213/234214/234215/234216/234217/234218/234219/234220/234221/234222/234223/234224/234225/234226/234227/234228/234229/234230/234231/234232/234233/234234/234235/234236/234237/234238/234239/234240/234241/234242/234243/234244/234245/234246/234247/234248/234249/234250/234251/234252/234253/234254/234255/234256/234257/234258/234259/234260/234261/234262/234263/234264/234265/234266/234267/234268/234269/234270/234271/234272/234273/234274/234275/234276/234277/234278/234279/234280/234281/234282/234283/234284/234285/234286/234287/234288/234289/234290/234291/234292/234293/234294/234295/234296/234297/234298/234299/234300/234301/234302/234303/234304/234305/234306/234307/234308/234309/234310/234311/234312/234313/234314/234315/234316/234317/234318/234319/234320/234321/234322/234323/234324/234325/234326/234327/234328/234329/234330/234331/234332/234333/234334/234335/234336/234337/234338/234339/234340/234341/234342/234343/234344/234345/234346/234347/234348/234349/234350/234351/234352/234353/234354/234355/234356/234357/234358/234359/234360/234361/234362/234363/234364/234365/234366/234367/234368/234369/234370/234371/234372/234373/234374/234375/234376/234377/234378/234379/234380/234381/234382/234383/234384/234385/234386/234387/234388/234389/234390/234391/234392/234393/234394/234395/234396/234397/234398/234399/234400/234401/234402/234403/234404/234405/234406/234407/234408/234409/234410/234411/234412/234413/234414/234415/234416/234417/234418/234419/234420/234421/234422/234423/234424/234425/234426/234427/234428/234429/234430/234431/234432/234433/234434/234435/234436/234437/234438/234439/234440/234441/234442/234443/234444/234445/234446/234447/234448/234449/234450/234451/234452/234453/234454/234455/234456/234457/234458/234459/234460/234461/234462/234463/234464/234465/234466/234467/234468/234469/234470/234471/234472/234473/234474/234475/234476/234477/234478/234479/234480/234481/234482/234483/234484/234485/234486/234487/234488/234489/234490/234491/234492/234493/234494/234495/234496/234497/234498/234499/234500/234501/234502/234503/234504/234505/234506/234507/234508/234509/234510/234511/234512/234513/234514/234515/234516/234517/234518/234519/234520/234521/234522/234523/234524/234525/234526/234527/234528/234529/234530/234531/234532/234533/234534/234535/234536/234537/234538/234539/234540/234541/234542/234543/234544/234545/234546/234547/234548/234549/234550/234551/234552/234553/234554/234555/234556/234557/234558/234559/234560/234561/234562/234563/234564/234565/234566/234567/234568/234569/234570/234571/234572/234573/234574/234575/234576/234577/234578/234579/234580/234581/234582/234583/234584/234585/234586/234587/234588/234589/234590/234591/234592/234593/234594/234595/234596/234597/234598/234599/234600/234601/234602/234603/234604/234605/234606/234607/234608



PLAN



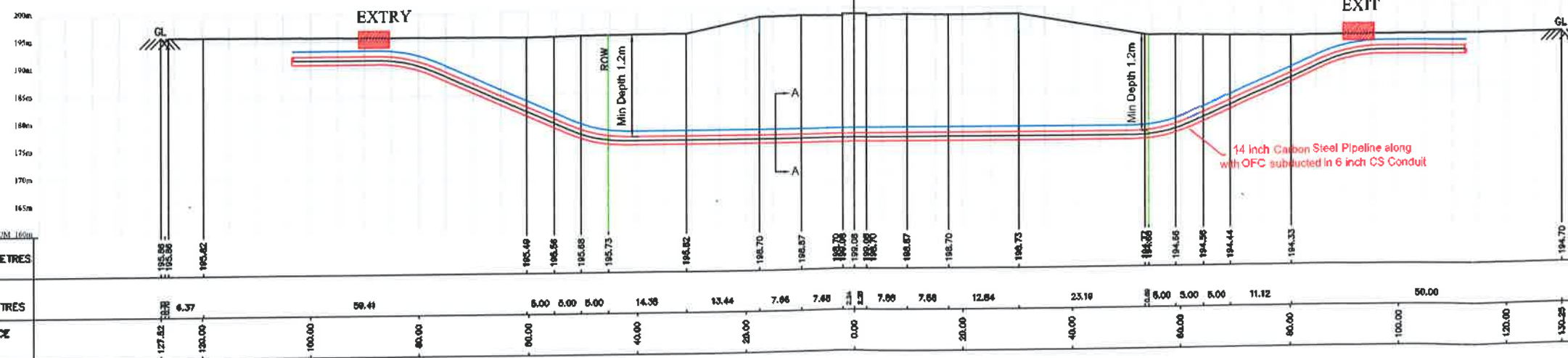
14 inch Carbon Steel Pipeline



SECTION A-A

OFC subducted in
6 inch CS Conduit

C/L of Eastern Peripheral Expressway (NE-II)



GROUND PROFILE

GROUND LEVEL IN METRES
195.86
195.82
195.49
195.56
195.68
195.73
195.82
195.70
195.57
195.78
195.08
195.98
195.87
195.70
195.73
194.88
194.56
194.56
194.44
194.33
194.70

DISTANCE BETWEEN LEVEL POINTS IN METRES
6.37
59.41
8.00
8.00
8.00
14.38
13.44
7.06
7.48
0.00
7.99
7.68
12.84
23.19
5.00
5.00
5.00
11.12
50.00
125.00
130.25

HORIZONTAL DISTANCE IN METRES
127.82
130.00
100.00
80.00
90.00
40.00
20.00
0.00
20.00
40.00
60.00
80.00
100.00
125.00
130.25

NAME OF CROSSING	TALUK	DISTRICT	STATE	CROSSING CHAINAGE IN METRES	Start Chainage	End Chainage
Eastern Peripheral Expressway (NE-II)	PALWAL	PALWAL	HARYANA	CH. 154+368.64m	CH. 154+323.31m	CH. 154+422.78m

NOTES: -

- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE MENTIONED.
- ALL LEVELS ARE WITH REFERENCE TO MEAN SEA LEVEL.

Sl. No.	Details of Road	NT. KY. (m)	WIDTH (m)	Remarks
1	EASTERN PERIPHERAL (NE-II)	117.400	100	14 inch Carbon Steel Pipeline

Noted

Vishal Patil (Project Leader)
M: 9871713551, Email: vishalpatil@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Azadi, Tehsil-Ballabgarh
Distt. Faridkot, Haryana-121102

Bharat Petroleum Corporation Limited
(A Govt. of India Enterprise)

PROJECT : PJPL (Piyala - Jewar ATF Pipeline Project) Haryana
SHEET : 01 OF 01

SECTION : From BPCL Terminal Piyala To Jewar Airport
AT : EASTERN PERIPHERAL (NE-II) Ch - 117+650 km
: PL CH. 154+368.64m

SCALE	DRAWING NO.	REV.
1:500	TDC-BPCL-PJPL-PALWAL-NE-II-C3-01	01

HORIZONTAL DIRECTIONAL DRILLING

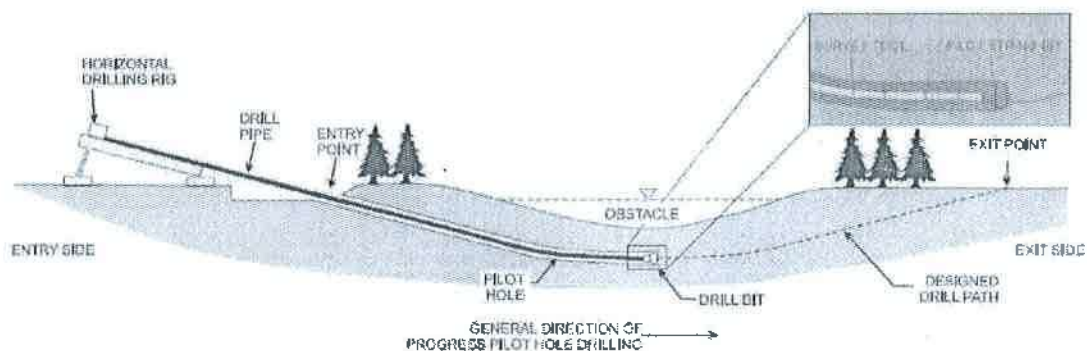
Horizontal Directional Drilling (HDD) – A trenchless method of installing pipe in the ground at variable angles using a guidable drill head

- Used when trenching or excavation is not feasible/practical – Water crossings, road and railway crossings, sensitive wildlife habitats, etc.
- Suitable for variety of soil conditions and pipe diameters

HDD process:

The process starts with receiving hole and entrance pits. These pits will allow the drilling fluid to be collected and reclaimed to reduce costs and prevent waste. The first stage drills a pilot hole on the designed path, and the second stage (reaming) enlarges the hole by passing a larger cutting tool known as the back reamer. The reamer's diameter depends on the size of the pipe to be pulled back through the bore hole. The driller increases the diameter according to the outer diameter or the conduit and to achieve optimal production. The third stage places the product or casing pipe in the enlarged hole by way of the drill stem; it is pulled behind the reamer to allow centering of the pipe in the newly reamed path.

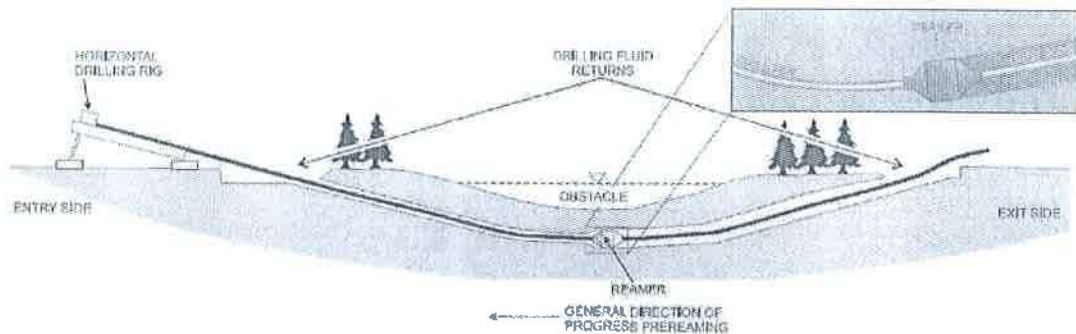
1) Pilot hole – Initial bore drilled along designed drill path



Source: CAPP Publication 2004-0022

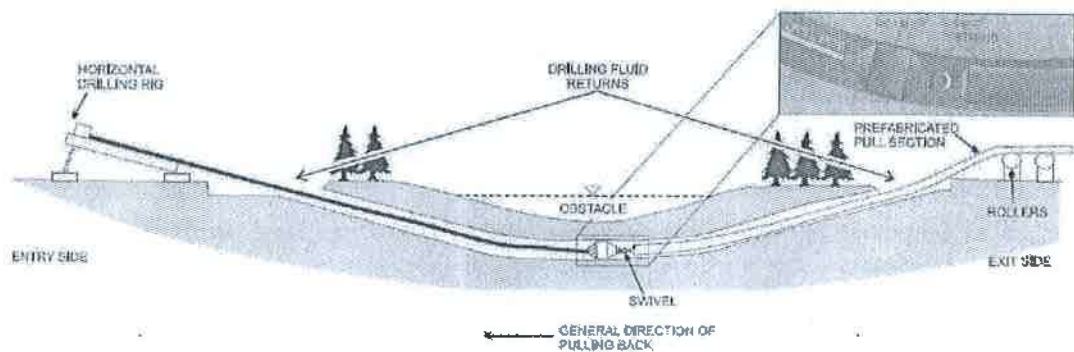
2) Reaming pass(es) - increasing the diameter of the pilot hole to allow pipe pullback; may not be necessary for smaller diameter pipelines

HORIZONTAL DIRECTIONAL DRILLING



Source: CAPP Publication 2004-0022

3) Pipe string pull back – pull back of pre-fabricated pipe



Source: CAPP Publication 2004-0022

Drilling fluids are pumped through drill head during pilot bore, reaming passes and pipe pull back. Horizontal directional drilling is done with the help of a viscous fluid known as drilling fluid. It is a mixture of water and, usually, bentonite or polymer continuously pumped to the cutting head or drill bit to facilitate the removal of cuttings, stabilize the bore hole, cool the cutting head, and lubricate the passage of the product pipe. The drilling fluid is sent into a machine called a reclaimer which removes the drill cuttings and maintains the proper viscosity of the fluid. Drilling fluids hold

HORIZONTAL DIRECTIONAL DRILLING

the cuttings in suspension to prevent them from clogging the bore. A clogged bore creates back pressure on the cutting head, slowing production.

Drilling fluids = water + additives (bentonite, polymers, surfactants, etc.)

- Aid drilling process– Suspend and remove drill cuttings
 - Cool and lubricate drill stem and bit
 - Stabilize bore hole
 - Reduce friction between drill/pipe and bore wall

Applications:

The process is used for installing telecommunications & power cable conduits, water lines, sewer lines, gas lines, oil lines, product pipelines and environmental remediation casings. It is used for crossing waterways, roadways, shore approaches, congested areas, environmentally sensitive areas and any area where other methods are more expensive. Directional boring is used in place of other techniques for the following reasons:

- Less traffic disruption
- Lower cost
- Deeper installation possible
- Longer installation possible
- No access pit required
- Shorter completion times
- Directional capabilities
- Safer for the environment



भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

पियाला पाईपलाईन टर्मिनल

गाँव: पियाला, पोस्ट : असाठी, तहसील : बल्लाघर,
जिला फरीदाबाद-121 102, मो: 9811331435, 9999102660



BHARAT PETROLEUM CORPORATION LIMITED

A Government of India Enterprises

Piyala Pipeline Terminal

Vill. Piyala Post : Asaoti Tehsil : Ballabgarh,
Distt Faridabad-121102 - Mob: 9811331435, 9999102660

NHAI, PIU-GHAZIABAD

Ref : BPCL/NHAI/HR/2023-24/01

Letter No./Date: 5153/25-09-2023 Date: 21/09/2023

To,
The Project Director,
PIU- Ghaziabad,
Khelgaon, Delhi,
110092

Manager (T)-I & II

SE-I, II, III, IV & V

PPS/PA/Acctt.

PD-GZB

Sub: Request for grant of Permission for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Dear Sir,

We would like to appraise that M/s Bharat Petroleum Corporation Ltd., A Govt. of India Enterprise under the aegis of Ministry of Petroleum & Natural Gas is the second largest company in the country effecting the supplies of essential commodities like MS (Petrol), HSD (Diesel) and SKO (Kerosene), LPG etc. to civilian as well as various Government Agencies and ATF (Aviation turbine fuel) for Aviation sector.

We propose to lay around 35 Km cross-country ATF pipeline from our existing Dispatch Terminal at Village-Piyala (Tehsil- Ballabgarh, District-Faridabad, State-Haryana) to upcoming Noida International Airport at Jewar (District-Gautam Buddha Nagar, Uttar Pradesh). The proposed pipeline shall pass through the districts of Faridabad & Palwal in the state of Haryana and district Gautam Buddh Nagar of Uttar Pradesh. The pipeline shall be 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) for transportation of Aviation Turbine Fuel (ATF) and shall be laid underground as per latest API Standards.

The proposed pipeline shall be laid across the NE-II in Jalakha village, Palwal tehsil, Palwal district as per the details given in attached Annexure-1. The pipeline is proposed to be installed using trenchless method. Pipeline location map and cross section detail drawings are attached herewith for your kind reference & consideration. The pipeline will be laid across the NH maintaining a minimum depth of 1.2 m below the bed level. Company shall follow all the best standards of safety during execution of said work and are ready to pay the necessary fee/charges as per the norms (if any) as and when intimated by your good office

View above, we request you to kindly pass on necessary Instructions to your concerned field officials to inspect the crossing locations for further processing of according the pipeline laying permission.

Signature

Vishal Paliwal (Project Leader)
M.: 9871713081, Email : vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asaoti, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102

रजिस्टर्ड ऑफिस : भारत भवन, 4 एवं 6 करिम्भोय रोड, बेलार्ड, मुम्बई-400 001 दूरभाष : 2713000, 2714000 फेक्स : 2713637

Registered Office : Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai -400 001

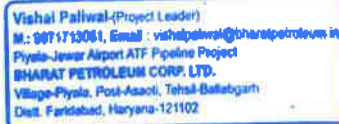
CIN - 123220MH1952GO1008931, Phone : 2713000, 2714000 Fax : 2713637

E-mail : info@bharatpetroleum.in, Web : www.bharatpetroleum.in

We request you to kindly treat the matter on priority for completion of this project of National Importance

Thanking you,

For Bharat Petroleum Corporation Limited



**Vishal Paliwal
Project Leader**

Piyala Jewar ATF Pipeline Project

**Address: Piyala Pipeline Terminal, Village - Piyala, Post - Asoati, Ballabgarh,
Faridabad
(121102)**

Email: vishalpaliwal@bharatpetroleum.in

Contact-9871713081

Encl:

1. List of Crossing Across NE-II
2. Checklist
3. Draft Agreement
4. Undertakings
5. Indemnity Bond
6. Conditions for Approval
7. Records of RoW permission
8. Draft Estimate
9. Route Map
10. Cross Section Drawing
11. HDD writeup

Application Details [20230902/2/14/19578/3487]

Highway	NH2 [NH2]
Name of Highway Authority	
Highway Administration Address	
Name of Applicant/Oil Company	Bharat Petroleum Corporation Limited Address: BPCL Depot Piyala Ballabgarh Faridabad, FARIDABAD (HARYANA), PIN: 121102 Phn: 9871713081 Email: vishalpaliwal@bharatpetroleum.in
Application Category	Industrial Utility
Utility	Pipelines
State	HARYANA
Type	New
Remarks	Crossing of Eastern Peripheral Expressway at chainage km 117+640 by upcoming 14 dia Piyala Jewar ATF pipeline with dedicated OFC cable
Submitted On	02 Sep 2023 19:42:06

Details

1. Length in Meters *	100
2. Width of available ROW	
I. Left side from center line towards increasing chainage OR km direction *	50
II. Right side from center line towards increasing chainage OR km direction *	50
3. Proposal to lay the utility	
I. Left side from center line towards increasing chainage OR km direction *	0
II. Right side from center line towards increasing chainage OR km direction *	0
4. Proposal to acquire the land	
I. Left side from center line *	0
II. Right side from center line *	0
5. Whether proposal is in the same side where land is not to be acquired *	No
If not then where to lay the cable *	NA
6. Details of already laid services if any along the proposed route *	NA
7. Number of Existing lanes *	6 Lane
8. Proposed number of lanes *	6 Lane
9. Service road Exists *	No

10. Proposed Service road

Left side from center line

0

Right side from center line

0

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

N/A

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

No

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

Yes

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

No

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

Yes

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

100.00

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

Trenchless Method of Pipe laying to be adopted

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

Yes

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

Yes

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

Trenchless Method of Pipe laying to be adopted

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

Trenchless Method of Pipe laying to be adopted

14. Whether the proposal satisfies the following:

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

NA

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

NA

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

NA

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

No

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

NA

*

15. Document/Drawings enclosed with the proposal *

Yes

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

NA

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

Enclosed

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

Enclosed

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

Trenchless Method of Pipe laying to be adopted

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

NA

(a) The trench width should be at least 30 cms but not more than 60 cms 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 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yiled firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material *

NA

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

NA

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

NA

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

NA

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

NA

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

Yes

VI. Horizontal Directional Drilling (HDD) Method *

Yes

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

NA

16. Draft license Agreement signed by two witnesses. *

Yes

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

12355

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

Yes

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

Yes

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

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

h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *

Yes

i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *

Yes

j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *

Yes

k) Certificate from the applicant in the following format

l) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time as will be stipulated by NHAI for future six laning or/any other development

19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *

Vishal Paliwal

20. The Power of Attorney is in favour of authorized signatory? *

Yes

Locations

Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	HARYANA	PALWAL	NH2 [NH2] (16.100-200.000) From Km: 117.64 To Km: 117.64	Chainage Point: 117.64 Lat: 28.203 Lng: 77.424	Chainage Point: 117.64 Lat: 28.203 Lng: 77.424	View

Documents

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

Applicable Fee Details

Sno	Fee Head	Stage	Fee	Amount	Status
-----	----------	-------	-----	--------	--------


**CHECK LIST FOR GETTING APPROVAL FOR LAYING OF
UNDERGROUND PIPELINE ON NH/EXPRESS WAY LAND**

Guidelines to Project Director for Processing the Proposal for laying of Underground Pipeline in the land along/across the National Highways/Express Way vested with NH/Express way.

Relevant circulars

- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 6) Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999
- 7) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003
- 8) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016
- 9) Ministry Circular No. RW/NH-36094/01/2022-S&R (P&B) dated 17.04.2023

Sr. No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	Bharat Petroleum Corporation Limited, Piyala Pipeline Terminal, Village-Piyala, Post - Asoati, Ballabgarh Faridabad - 121102	
1.2	National Highway / Express way Number	NE-II	
1.3	State	Haryana	
1.4	Location	Palwal District.	
1.5	(Chainage in km)	Crossing of 14" dia. carbon steel pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit): 1. Across Road: NE-II Chainage KM 117/650	Crossing through HDD methodology
1.6	Length in Meters	Along/Parallel: NA	Only Crossing is there.
1.7	Width of available ROW	100mtr.	Available RoW as per site
	(a) Left side from center line towards increasing Chainage / km direction	50mtr.	
	(b) Right side from center line towards increasing Chainage / km direction	50mtr.	


Vishal Palwal
 M: 9871712091, Email: vishalpalwal@bharatpetroleum.in
 Piyala-Jewar Airport Area, Palwal Project
 BHARAT PETROLEUM CORP. LTD.
 Village-Piyala, Post-Asoati, District-Ballabgarh
 Dist. Faridabad

1.17	Whether carrying of pipeline has been proposed on highway Bridges. If Yes, then mention the methodology proposed for the same.	No	
1.18	Whether carrying of pipeline has been proposed on the parapet/any part of the bridges. If Yes, then mention the methodology proposed for the same.	No	
1.19	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	Yes	HDD method is used for crossing. Cross Section Enclosed.
	(a) Whether the existing drainage structures are allowed to carry the pipeline.	No	
	(b) Is it on a line normal to NH/Express way	Yes	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures?	Yes, minimum distance of 15mt. maintained from existing structure.	Pipeline shall be crossing at Km 117+650, and the existing structure is 117+520 (Box culvert),
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	14" dia. carbon steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit)	

	(e) Ends of the casing / conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes	
	(f) The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	Yes	
	(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 least 0.3 m below the drain inverts.	Yes	Enclosed
	(h) Mention the methodology proposed for crossing of road for the proposed Sewage/ pipe line, Crossing shall be by boring method (HDD) [Trench-less Technology], specially, where the existing road pavement is of cement concrete or dense bituminous concrete type.	HDD / Boring	Proposed pipeline shall be laid through HDD methodology.
	(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.	Yes	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 m deep X 0.3m wide) (i) Should not be greater than 60 cm wider than the outer diameter of the pipe (ii) located as close to the	Enclosed	Pipeline shall be laid below the invert levels of the drain at the crossing location



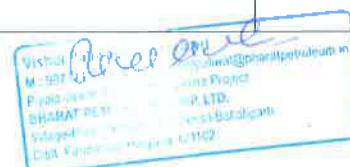
	<p>extreme edge of the right-of-way as possible but not less than 15 meter from the center-lines of the nearest carriageway</p> <p>(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges</p> <p>(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>		
2.2	Cross section showing the size of pit and location of pipeline for HDD / Boring method	Enclosed	Cross section enclosed.
2.3	Strip plan / Route Plan showing pipeline, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Enclosed	Route plan enclosed.
2.4	Methodology for laying of showing pipe line.	HDD methodology will be used for crossing. Methodology is enclosed.	
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	NA	At crossing HDD methodology shall be opted.
	(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.	NA	
	(c) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	NA	
	(d).The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.	NA	
	(e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	NA	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	NA	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	

2.4.2	Horizontal Directional Drilling (HDD) Method	Yes, Methodology enclosed	
2.4.3	Methodology for laying of Pipe Line through CD works and method of laying. In cases where the carrying of pipe line on the bridge becomes inescapable.	NA	
3	Draft License Agreement signed by two witnesses	Enclosed	
4	Performance Bank Guarantee in favour of NHAI/NH PWD has to be obtained @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.	Bank Guarantee will be submitted as an when intimated by the authority (Undertaking Enclosed)	
4.1	Performance BG as per above is to be obtained.	Will be submitted on receipt of Demand Note	
4.2	Confirmation of BG has been obtained as per NHAI/NH PWD guidelines	BG shall be submitted as per MoRTH Guidelines.	
5	Affidavit / Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI/NH PWD or to the concerned agency	Yes; enclosed with proposal	

5.2	Renewal of Bank Guarantee	Yes; enclosed with proposal	
5.3	Confirming all standard condition of Ministry Circulars and NHAI's guideline.	Yes; enclosed with proposal	
5.4	Shifting of pipe line as and when required by NH/Express Way at their own cost	Yes; enclosed with proposal	
5.5	Shifting due to 6 lanning / widening of NH/Express Way	Yes; enclosed with proposal	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes; enclosed with proposal	
5.7	Traffic movement during laying of pipe line to be managed by the applicant	Yes; enclosed with proposal	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes; enclosed with proposal	
5.9	Prior approval of the NH/Express Way shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing Pipeline located in the National highway right-of-ways.	Yes; enclosed with proposal	
5.10	Expenditure, if any, incurred by NH/Express Way for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Pipe line will be borne by the agency owning the line.	Yes; enclosed with proposal	
5.11	If the NH/Express Way considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH/Express Way at the	Yes; enclosed with proposal	

	cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	<p>Certificate from the applicant in the following format</p> <p>(i) <i>Laying of Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i></p> <p>(ii) for 6-lanning "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH" for future six-lanning or any other development."</p>	Yes; enclosed with proposal	
6.	Who will sign the agreement on behalf of pipeline agency	<p>Vishal Paliwal</p> <p>Project Leader</p> <p>Bharat Petroleum Corporation Limited,</p> <p>Registered office: Piyala Pipeline Terminal,</p> <p>Village-Piyala, Post - Asoati, Ballabgarh</p> <p>Faridabad - 121102</p>	
7	The Project Director will submit the following.		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry</p>	Yes	



	<p>Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999, Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. RW/NH-36094/01/2022-S&R(P&B) dated 17.04.2023.</p>		
7.2	<p>Certificate from PD in the following format</p> <p>(i) "It is certified that any other location of the pipeline would be extremely difficult and unreasonable costly and the installation of 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 curve etc".</p> <p>(ii) for 6 –laning</p> <p>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-lanning based on the feasibility report considering proposed structures at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-lanning".</p>	Yes	
8	<p>If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. "The permitted Highway on</p>	Yes	

	<p>which Licensee has been granted the right to lay the pipelines has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of Section, from on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."</p>		
9	Who will supervise the work of laying of pipeline		
	(a) On behalf of the Applicant	Site Engineer – Bharat Petroleum Corporation Limited	
	(b) On behalf of NHAI/NH PWD		
10	Who will ensure that the defects in road portion after laying of pipeline are corrected and if not corrected then what action will be taken.		
	(a) On behalf of the Applicant	Site Engineer - Bharat Petroleum Corporation Limited BG will encashed. Claim amount will be determined according to the nature and seriousness of damages.	
	(b) On behalf of NHAI/NH PWD		
11	Who will pay the claims for damages done / disruption in working of Concessionaire if asked by the Concessionaire?	Bharat Petroleum Corporation Limited	


Vishal Kumar
M: 9811711001, E: vishal.kumar@bharatpetroleum.in
Pypla-Jewar Airport Access Road Project
BHARAT PETROLEUM CORP. LTD.
Village-Pypla, Post-Pypla, Tehsil-Ballabgarh
Dist. Faridkot, Haryana-121102



12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed Performa (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground Pipeline then photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	NA	

For, Bharat Petroleum Corporation Limited,

[Handwritten Signature]



[Handwritten Signature]

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 21/09/2023

Certificate No. G0U2023I611



Stamp Duty Paid : ₹ 500

GRN No. 107109559



Penalty : ₹ 0

(Rs. Only)

Seller / First Party Detail

Name: Bpcl

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Piyala

District : Faridabad

State : Haryana

Phone: 94*****53



Buyer / Second Party Detail

Name : Nhai

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 94*****53

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



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

Agreement to lay 14 Inch Dia. Carbon Steel pipeline along with fiber cable in HDPE ducts (Subducted in 6" CS conduit) across RoW of Eastern Peripheral (KGP) Express way NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Vishal Palwal (Project Leader)
M.: 9871713081, Email: vishalpalwal@pharapetroleum.in
Piyala-Jewar Airport ATE Pipeline Project
SHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asanli, Tehsil-Ballabgarh,
Dist. Faridabad, Haryana-121102

National Highway Chainages:

Across:

NE-2 Chainage: KM 117/650

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, **Bharat Petroleum Corporation Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at, **Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102**, (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in crossing at KM 117/650 in the Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

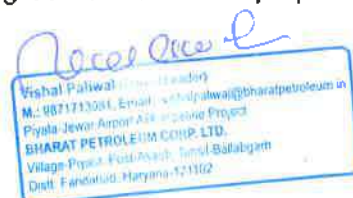
Whereas the Licensee proposes to lay Pipe line, referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in crossing at KM 117/650 in the Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

And whereas the Authority has agreed to grant such permission for way leave on the NE 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 permissions to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely:

1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Expressway. 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 Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m a wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NE, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The Utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.

8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure.



The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the Licensee.

9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 1.2 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 1.5 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.



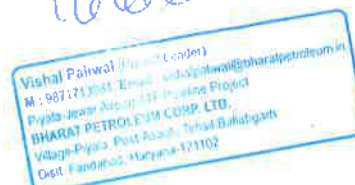
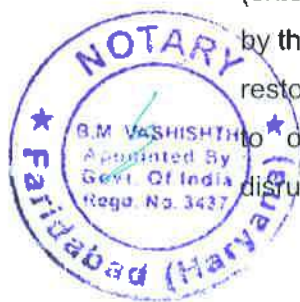
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied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

- i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.
- iv. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the highway Authority.

17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way.

18. All required restoration work subsequent to laying of the Pipeline 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 any services etc. in case of licensee failing to



discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case, the Performance Bank guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility. Agreement to be prepared for 10 years and Licensee will be paying the charges demanded for duration of 5 years.

21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.

23. The Licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.



24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

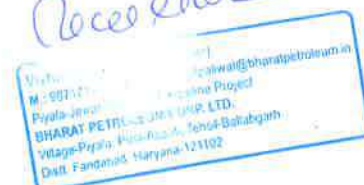
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorised representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank guarantee for maintenance/repair works shall have to be furnished by the Licensee.

27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.

28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.

29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposit of fee shall attract interest @ 15% per annum compounded annually.



30. The permission shall be valid only for it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/property. Other than what is herein expressly granted. No use of NE Row will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of pipelines in the trench (with respect to the NE) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations nor shall it be absolved from any liability already incurred.



38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
- a. Operation, repair and maintenance guidelines given by the manufacturers.
 - b. The requirements of Law.
 - c. The physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in Mutual agreement with the respective project concessionaires. MoRT&H/NH/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

[Handwritten signature]
Vishal Paliwal (Project Engineer)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Pyrala-Jewar Arpan A/R Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Pyrala, Post-Road, Tehsil-Balabagan
Dist. Faridkot, Haryana-121102

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 BHARAT PETROLEUM CORPORATION LIMITED,
PIYALA PIPELINE TERMINAL, VILLAGE-PIYALA, POST - ASOATI,
BALLABGARH FARIDABAD - 121102 (LICENSEE)

BY SHRI VISHAL PALIWAL

(Signature, name & address with stamp)

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



1.

2.



Know the identified the Sign
Deponents Executant & his/her
their sign. Thumb Impressions

Attested as identify

NOTARY PUBLIC
Faridabad (Hary)

27 OCT 2023

Undertaking

To
The Project Director,
National Highways Authority of India,
PIU- Ghaziabad, under CWG Flyover, at Km 2+000,
NH-09 (Old NH-24), Near Akshardham Temple,
Delhi-110092

Project Name: PiyalaJewar ATF Pipeline Project

Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said locations:

I/We **Mr. Vishal Paliwal, Project Leader** on behalf of **Bharat Petroleum Corporation Limited** agreed to undertake to reinstate the damages, if any occurred prior, during or after completion of work for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II at Chainage Km 117+650 in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Thank you for your time and consideration regarding this matter. We request you to kindly treat the matter as a priority for the completion of this project of National Importance and issue us the NOC.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Vishal Paliwal (Project Leader)
M.: 9871713091, Email: v.paliwal@bharatpetroleum.in
Piyala-Jewar ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-110092
Dist. Faridkot, Punjab-151002
Vishal Paliwal
Project Leader

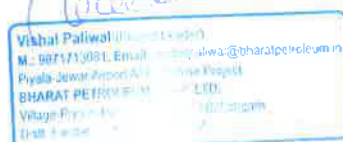
APK

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) To take care of existing services/utilities that have been laid previously. And not to damage other utility, if damaged then to pay the losses either to the Authority or to the concerned agency.
- 2) To submit the requisite Bank Guarantee and to renew it, as directed by the Authority.
- 3) That the laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) will conform to all standard conditions of Authority guidelines and Ministry Circulars / Letters and its amendments from time to time shall be strictly followed.
- 4) To shift the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) as and when required by Authority at our own cost.



- 5) To shift the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) due to 4/6/8 laning/widening of NH as and when required by Authority at our own cost.
- 6) To indemnify Authority against all damages and claims.
- 7) To manage the traffic movement during laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit).
- 8) That if any claim is raised by the Concessionaire, then the same has to be paid by the applicant.
- 9) To take prior approval of Authority before undertaking any work of installations, shifting or repairs or alterations to the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) / any other utility located in National Highway Right-of-Ways.

For Bharat Petroleum Corporation Limited,

(Signature)

Vishal Paliwal

Project Leader

M. No. 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETRO-ENERGY LTD.
Village-Piyala, Post-Piyala, Tehsil-Ballabgarh
Distt. Faridkot, Punjab-151102



Know the Deponents Executant & n s the
their sign Thumb Impression

Attested as identifi
(Signature)
NOTARY PUBLIC
Faridkot (Hary

27 OCT 2023

(Signature)

UNDERTAKING

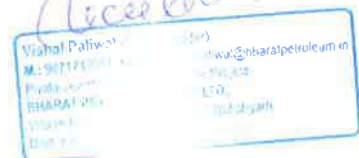
Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

1) All the standard conditions issued vide the following Ministry Circular have been confirmed:

- i) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- ii) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- iii) Ministry Circular No. RW/NH-III/66/76 dated 11.5.1982
- iv) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- v) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- vi) Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999
- vii) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003
- viii) Ministry Circular No. RW/NH-33044/29/2015 S&R (R) dated 22.11.2016
- ix) Ministry Circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023

2) Any other location of the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) would be extremely difficult, unreasonable and costly and the installation of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit)



within ROW will not adversely affect the design, stability & traffic safety of the highway not the likely future improvement such as widening of the carriageway, easing of curve etc.

- a) For 6/8-Laning
 - b) N/A
 - c) That sufficient ROW is available at site for accommodating proposed 4/6/8-laning.
- 3) That the proposed permission will be entered in the register of records for the permission in the prescribed Performa.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal

**Vishal Paliwal
Project Leader**

Vishal Paliwal (Project Leader)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport Bypass Project
BHARAT PETROLEUM LTD.
Village-Piyala, Dist. Sonapatna, Bihar
Pin-851101



I hereby certify the sign of
Deponents Executant & his/her
their sign, Thumb Impressions

Attested as Identif

[Signature]
NOTARY PUBLIC
Faridabad (Hary)

27 OCT 2023

[Signature]

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

i. Any other location of the 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) would be extremely difficult and unreasonable costly and the installation of 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 curve etc".

ii. For 6/8-laning

(a) Where feasibility is available

"I do undertake that there will be no hindrance to proposed 4/6/8-laning based on the feasibility report considering Enclosed/proposed structure at the said location".

(b) In case feasibility report is not available

"I do certify that sufficient ROW is available at site for Enclosed/accommodating proposed 4/6/8 laning".

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Project Leader

Piyala Terminal
BHARAT PETRO
Village-Piyala
Dist. Faridabad

How the sign of
Deponents to be made & noted
with sign, Thumb impression.

Attested as, Identity

NOTAR
Faridabad

27 OCT 2023

UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) Laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) will not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- 2) We do undertake that we will relocate service road/approach road/utilities at my/our own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future 6/8 laning or any other development.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal

Vishal Paliwal
Project Leader
Email: vpalwal@bharatpetroleum.in
Mobile: 98100 12345
Address: Ballabgarh, Faridabad, Haryana

Attested as identifier

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

*show the signature of the sign
Deponents Executant & his/her
their high thumb impressions*



UNDERTAKING

Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline In Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

- 1) Proposed permission will be entered in the register of records for the permissions in the prescribed performa.

For Bharat Petroleum Corporation Limited,

Neevee

**Vishal Paliwal
Project Leader**

Vishal Paliwal (Project Leader)
M. 9711111111
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM LTD.
Village-Piyala, Post-Asoati, Ballabgarh
Dist. Faridabad

Attested as identifier

NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2020



Know the attested the sign
Deponents Executant & his/her
their sign. Thumb Impressions

UNDERTAKING

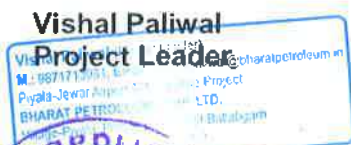
Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

i) The proposal will be confirming all standard enclosed condition issued vide Ministry of Road Transport and Highways Circular No. NH-IIIIP/66/76 dated 18/19.11.1976, RW/NH-III/P/66/76 dated 11.05.1982, RW/NH-11037/1/86-001 (ii) dated 28.7.1993, RW/NH-11037/1/86/DOI dated 19.1.1995, RW/NH-34066/2/95 S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Circular No. RW/NH-33044/29/2015 S & R (R) dated 22.11.2016 and Circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Vishal Paliwal
Project Leader



Now the deponent the sign
Deponents Executant & n s
their sign. Thumb impression

Witnessed as identity

[Signature]
NOTARY PUBLIC
Faridabad (Haryana)

27 OCT 2023

UNDERTAKING

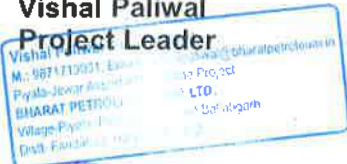
Application for laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

Bharat Petroleum Corporation Limited, Registered Office at Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102, India, hereby undertake that: -

This is to certify that the services utility likes Water Pipeline, Sewer Pipeline, OFC, existing poles and Pipe Line alongside the edge of ROW will not be disturbed. If the concerned Department raises any objection, the agency will take NOC at our own level. The Pipe Line will be laid at the extreme end of the ROW.

For Bharat Petroleum Corporation Limited,

Vishal Paliwal
Project Leader



Attested as identf

NOTARY PUBLIC
Tribaladad (Hart)

27 OCT 2023



know the sign of the exponents. Exponent & in a sign. Thumb impressions.

INDEMNITY BOND

Name of Work: laying of 14 Inch Dia. Carbon Steel ATF Pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit) across NE-II at Chainage Km 117/650 for Piyal Jewar ATF Pipeline in Palwal tehsil, Palwal district in the state of Haryana.

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

We, **Bharat Petroleum Corporation Limited**, Registered office: **Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad-121102**, do hereby indemnify Project Director, NHA office, PIU-Ghaziabad binding ourselves to pay all the losses and claims in respect of laying of pipeline in the state of Haryana or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For Bharat Petroleum Corporation Limited,


Vishal Paliwal
Project Leader

Vishal Paliwal (Project Leader)
M: 9871713081 Email: v.paliwal@bharatpetroleum.in
Piyala Jewar Asoati ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asoati, Tehsil-Ballabgarh
Dist. Faridabad, Haryana-121102



Know the contents, the sign
Deponents Executant & his/her
own sign. Thumb Impressions

Attested as identifi


NOTARY PUBLIC
Faridabad/Hary.

27 OCT 2023

Annexure - I

**Conditions to be enclosed / incorporated in the approval letter for permission for
laying of Pipeline**

1. The pipe line shall be located as close to the extreme edge of the right of way as possible but not less than 15meter from the center-line of the nearest carriageway.
2. The pipe line 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 without the prior approval of NH / Government of India.
3. The pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. 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.
5. The authority / owner of the underground utility shall ensure that laying pipeline should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
11. The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted



where the existing road pavement is of cement concrete or dense bituminous concrete type.

13. 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 Gasway along it.
14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type
 - a) 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 cm wider than the outer diameter of the pipe.
 - b) Filling of the trench shall conform to the specifications contained herein below.
 - c) 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.
 - d) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
 - e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - f) 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 Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
 - g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
15. If needed, a diversion shall be constructed at the expense of agency owning the pipe line.
16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the pipe line located in the National highway right of ways.
17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the pipe line will be borne by the agency owning the pipe line.
18. If the NH considers it necessary in future to move the pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the



Highway Authority at the cost of the agency owning the pipe line within a reasonable time (not exceeding 60 days) of the intimation given.

19. The licensee shall ensure making good the excavated trench for laying pipeline by proper filling and compaction, so as to restore the land in to the same conditions 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.
20. The licensee shall furnish a Bank Guarantee to the NH @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the Pipelines by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.
21. In case the work contemplated herewith is not completed to the satisfaction of the NH, 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. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
22. The licensee shall shift the pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH / Govt. of India to shift/relocate the pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
23. Regarding the location of other cables, underground installation/utilities etc. and the licensee shall be responsible to ascertain from the respective agency in coordination with NH. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement



- sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the licensee.
26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
28. No trenching will be done on pucca road, boring method will be used in pucca road and pipe line will be laid at the extreme edge of the road in the non-BT surface only.
29. The licensee shall inform/give a notice to the NH / Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/repair work shall have to be furnished by the licensee.
30. Each day, the extent of digging the trenches should be strictly regulated so that Pipelines are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NH.
31. The licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying pipe line.
32. The NH has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to pipe line, he will have to furnish a separate bank guarantee.
33. The licensee shall not without prior permission in writing from the NH / Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said pipeline.
34. 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.



35. During the subsistence of this agreement, the laying of Pipeline /ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
36. The licensee shall bear the stamp duty charged for the agreement.
37. The pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Pipeline has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
38. Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
40. 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 pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the pipelines. However, before taking up the work of removal of pipe line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
42. If NH is required to do some emergent work the licensee will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
43. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right of Way facility is not to enhance the scope.
44. Strict compliance of the following by the Project Director:



- a) If the licensee fails to inform the commencement of laying of pipe line 15 days before the actual start of the work at site the agreement should be null and void.
- b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. NH-36094/01/2022-S&R (P&B) (E-208825) dated 24.04.2023 (Same for Both NH /NHA).
- c) An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of pipe, as per the specification/stipulation and the alignment as approved.
- d) The final completion certificate shall be issued/submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Divisional Engineer and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and Ministry Circular No. NH-36094/01/2022-S&R (P&B) (E-208825) dated 24.04.2023 (Same for Both NH /NHA)
- e) To obtain a performance bank guaranty @ Rs 100/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.
- f) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed)
- g) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NHA.



[Enclosure to Ministry's circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023]

Format for Maintaining Records of Right-of-Way permission granted for laying Pipeline

(To be maintained separately for every NH/NE and State)

1. Name of State : Haryana
2. Name of Agency (NH/Express way) : PIU-Ghaziabad
3. NH/Express way Number : NE-II

Sl.	Location (chainage in Km)	Left or right side of NH (towards increasing Chainage / km direction)	Section and reach	Kind of service	Name of license and contact address	Date of signing of agreeme nt	Date of validity of agreeme nt	Date of last inspect ion of site	Any deviatio n from MOST standar d norms	Remarks
1	Crossing Express way at NE-II Chainage Km 117/650	Crossing	Express Way (Eastern Peripheral (KGP) Express Way NE-II (Badkhalsa- Patwal)	14" dia. carbon steel pipeline along with optical fiber cable in HDPE ducts (Subducted in 6" CS conduit)	Bharat Petroleum Corporation Limited, Registered Office: Piyala Pipeline Terminal, Village-Piyala, Post-Asoati, Ballabgarh Faridabad- 121102				No	



Project Director
National Highways Authority of India
PIU-Ghaziabad

FEES CALCULATION

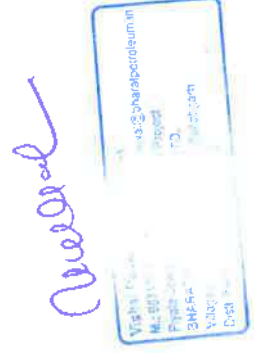
Permission for Laying of Piyala Jewar ATF Pipeline with 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) of Bharat Petroleum Corporation Limited on Eastern Peripheral Expressways [NE-2] from crossing of pipeline at NH Chainage (Km): 117+650 from (Length of crossing: 100 meter) as Per circular issued By Government of India, Ministry of Road Transport & Highways G.R. No-RW/NH-33044/20/2015S&R (R), dtd-22-11-2016 & NH-36094/01/2022-S&R(P&B), dtd-17-04-2023

Authority :- Project Director, PIU, NHAI, Ghaziabad (1) Across @ NE-2 Chainage KM 117+650 District: Palwal

Applicant: Bharat Petroleum Corporation Limited

(A) License Fees/Lease Rental Calculation

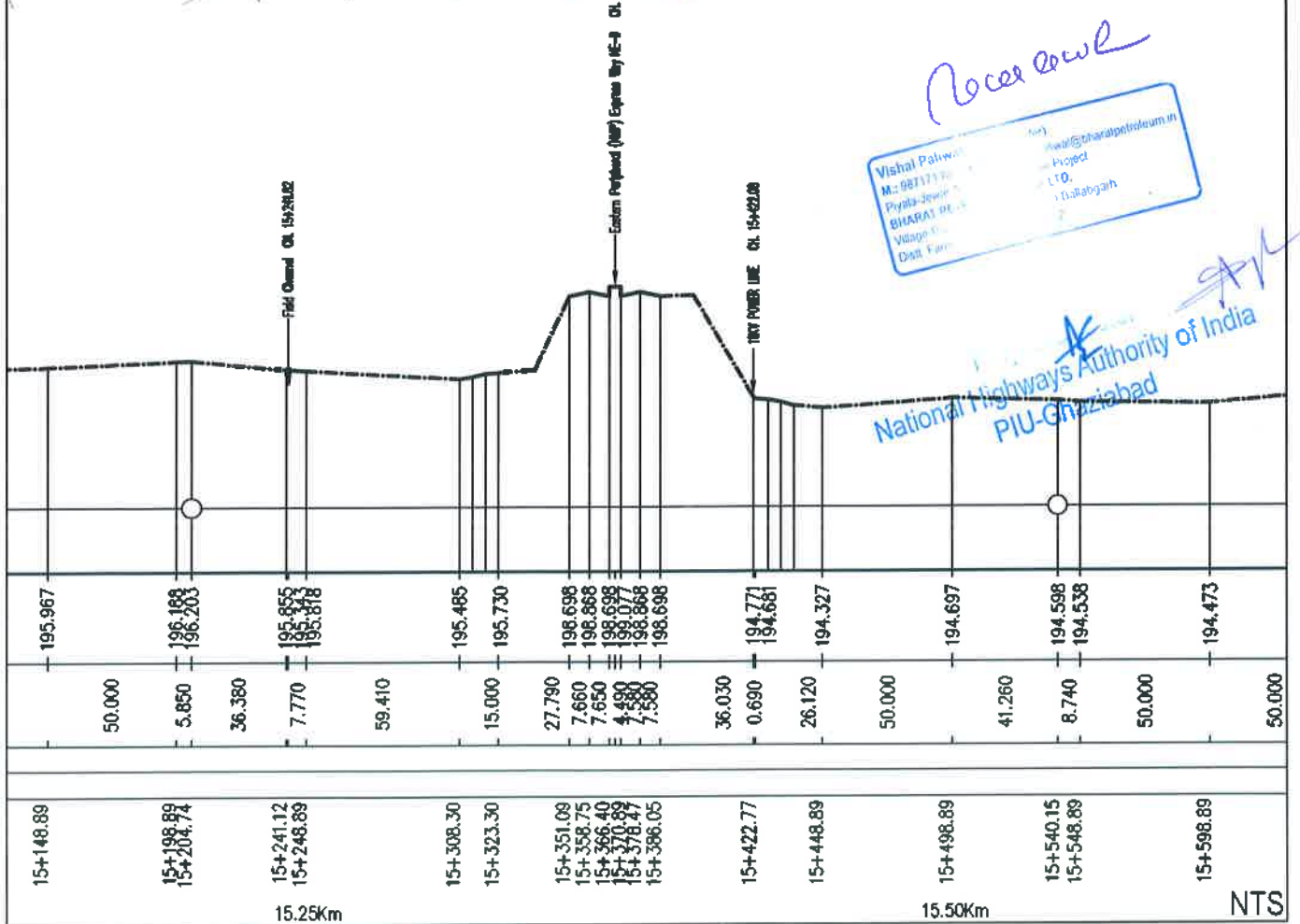
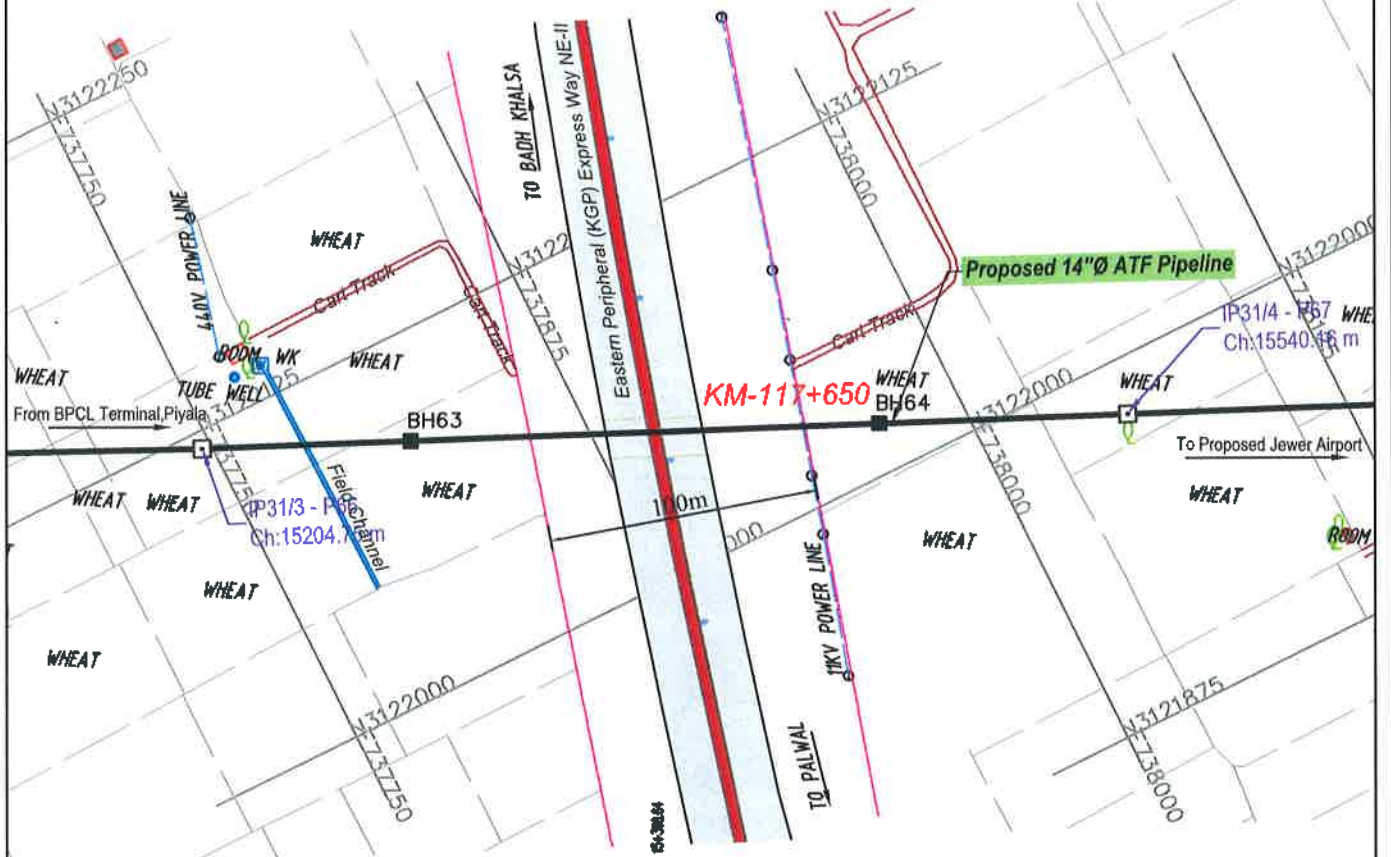
Sr. No	Location	EW/NH Chainage (Km)	Total Length in Running meter	Width in meter (m)	Utilized EW/NH land area for Pipeline (Sqmt)	Collector Land Rate (Per sqmt)	Amount Per Annum (Rs)	Amount For Five Years with 6% annual Increment upto 5 years (Rs)	The License Fee for Public utilities (33% of total cost)
		A	B	C	D = C x D	E	F = D x E x 1.5	G	H = G x 33%
1	Permission for Laying of Piyala Jewar ATF Pipeline with 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit)	(1) Across @ NE-2 Chainage KM 117+650 Total Length Across: 100 mtr.	100.00	0.508	50.80	494.20	377.00	2123.00	701.00
Total									
(A)	License Fee for use of Highway Land in form of DD (Non-Refundable), subject to Minimum of 10,000/-						10000.00		701.00



(B) License Fees for Overhead Crossing					
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. Therefore license fees for overhead crossing Rs. 0.00/- because as per MoRTH Guidelines clause 5.2 for public utilities, area below the support system/tower shall only be charged and Towers Installation will be proposed outside the <NH No.> ROW as per the attached drawing.					
(B)	License Fee for Overhead Crossing of Highway Land in form of DD (Non-Refundable)			0.00	
(C) Performance Bank Gaurantee Calculation Sheet (MoRT&H Guidelines)					
Sr. No	Location	Total Length of utilization of EW/NH land for Along, Across pipeline (RMT / No.)	Rate Rs. 100/- per m [For <=300 mm dia/width] & [Rs 2,00,000 per crossing]	Amount For Five Years (Rs)	Remark
1	1 no. Main Carraigeway Crossing at KM 117+650	1	200000.00	200000.00	Performance Bank Guarantee as per para 6 of MoRT&H guidelines dated 17.04.2023
Total			200000.00	2,00,000.00	
(C)	Total Bank Gaurantee & Performance Bank Gaurantee for use of Highway Land in form of BG (Refundable)				
Summary					
(A)	License Fee for use of Highway Land in form of DD (Non-Refundable)				701.00
(B)	License Fee for Overhead Crossing of Expressways/Highway Land in form of DD (Non-Refundable)				0.00
(C)	Total Bank Gaurantee & Performance Bank Gaurantee for use of Highway Land in form of BG (Refundable)				200000.00
Total Amount both Refundable & Non-refundable (Rs)					200701.00



Layout plan Eastern Peripheral (KGP) Express Way NE-II



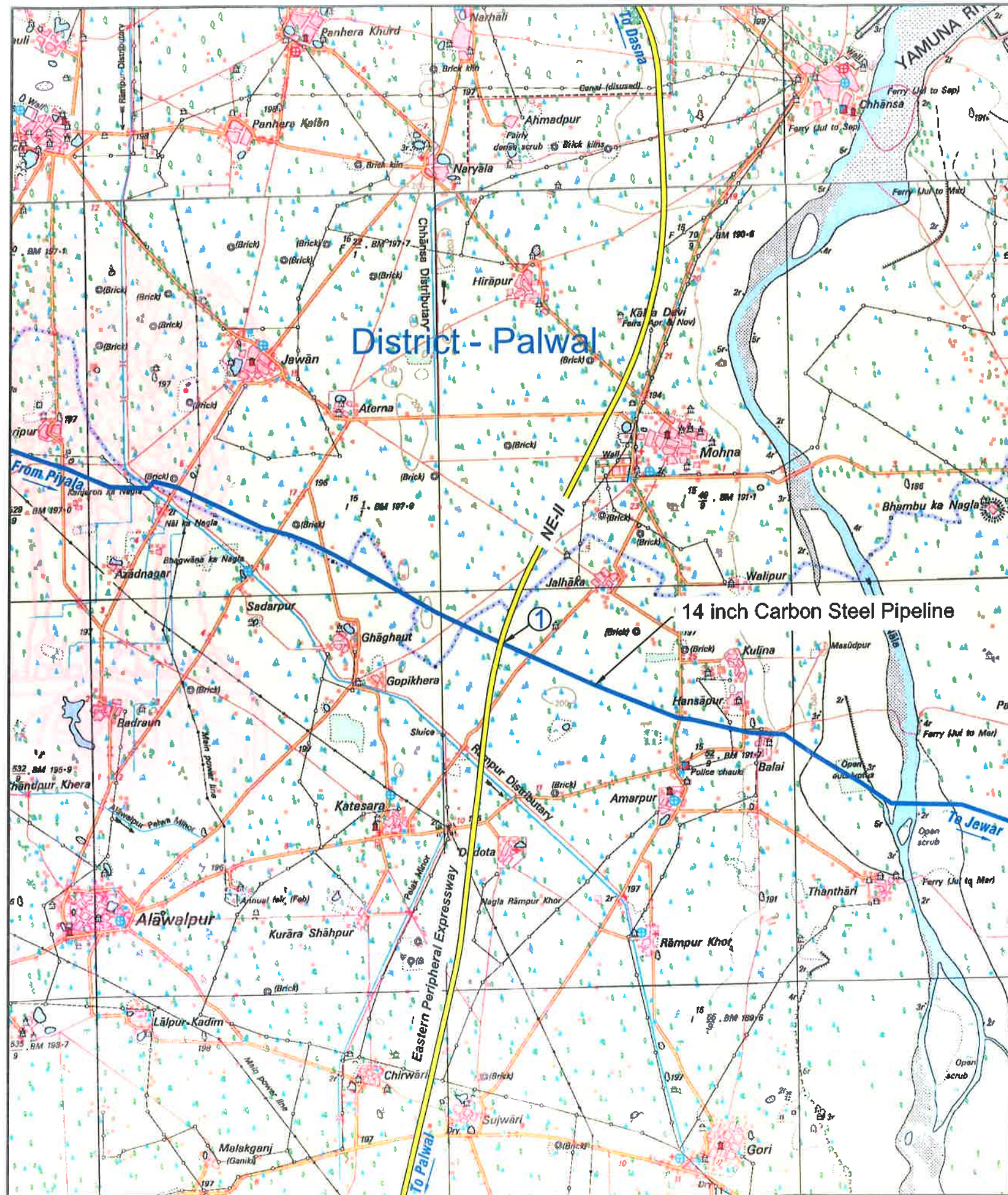
Noted

Vishal Palwal
M: 987171
Piyala-Jewer
BHARAT PE
Village P
Dist. Fero

Project
LTO,
Ballabgarh

National Highways Authority of India
PIU-Ghaziabad

NTS



Express highway with toll with bridge with distance signs	Mine View on slope (Grass Sand)
Roads metalled according to importance	Palms, palms, other plants, Conifer Bamboo Other trees
Roads double carriage way according to importance	Acres cultivated wooded Barren land
Unmetalled road Cart-track Pack-track with pass Foot-path	Boundary international
Stream with track in bed, undefined Canal	State demarcated, undemarcated
Dune scumery or rock (Beds) waterway Wells	district sub-division, taluk or Block, forest
River dry with water channel, with stand & rocks local river	Boundary pillars surveyed, unlocated
Submerged rocks Shallow Swamp Roads	Height, triangulated station point, approximate
Wells used, unlined Tube-well Spring Tanks petroleum, dry	BM 63.3 .200 .200
Embankment, road or rail bank Broken ground	BM 63.3 .200 .200
Railways broad gauge double single with station, under construction	Post office Telegraph office Ordnance tank
Railways other gauges double single with distance signs, do	Rest house or inspection bungalow Clinic house Police station
Mineral line or railway, K.M. Cutting with tunnel	Camping ground Forest reserved, protected
Contours with sub-features Rocky slopes Cuts	Special name administrative, locality or tribal
Sand features (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12)	Hospital Dispensary Veterinary hospital Dispensary
Towns or Villages inhabited, deserted Fort	Aerodrome Helipad Tourist site
Hulk permanent temporary Tower Aqueducts	Power line with pylons surveyed, with poles unsurveyed
Temple Church Mosque Idgah Tomb Graves	
Lighthouse Lightship Buoy lighted, unlighted Anchorage	

Sl. No.	Details of Road	NH Ch. (Km)	Width (m)	Remarks
1	EASTERN PERIPHERAL (NE-II)	117.650	100	14 inch Carbon Steel Pipeline

Received
 Vishal Palwal (Project Leader)
 M.: 9871713081, Email: vishalpalwal@bharatpetroleum.in
 Piyala-Jewar Airport ATF Pipeline Project
 BHARAT PETROLEUM CORP. LTD.
 Village-Piyala, Post-Rajpura, Tehsil-Bahadurgarh
 Dist., Faridkot, Haryana-151112

CLIENT: **Bharat Petroleum Corporation Limited**
 (A Govt. of India Enterprise)

PROJECT: **PJPL (Piyala - Jewar ATF Pipeline Project) Haryana**

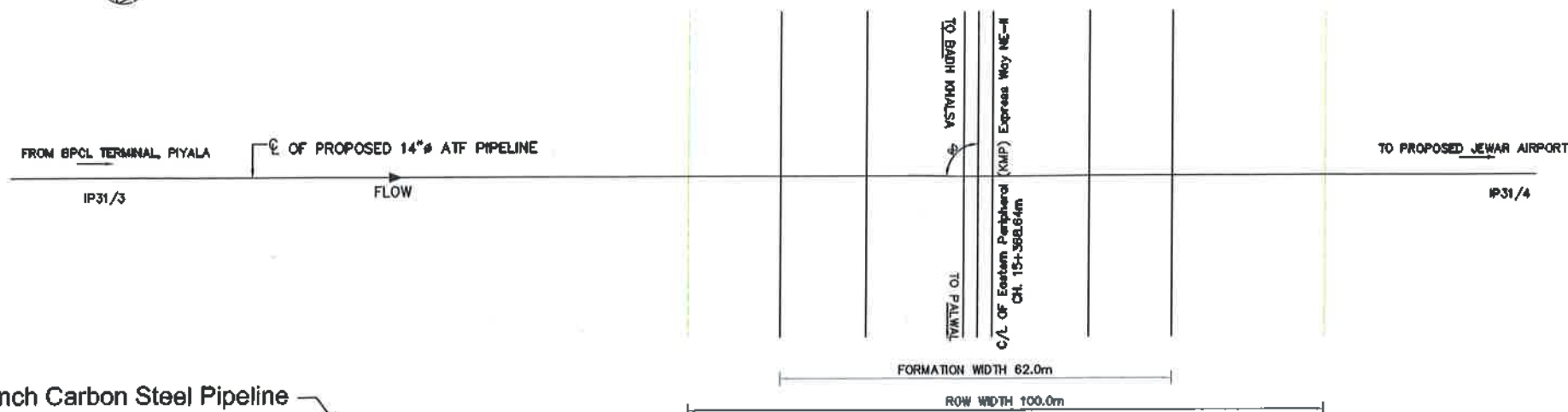
TITLE: **EASTERN PERIPHERAL (NE-II) Ch - 117+650 km**

CODE: **PJPL**

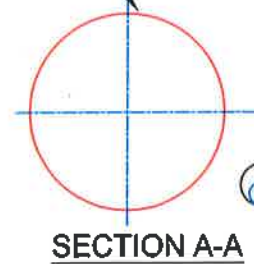
Scale: 1:50000 Job No. TDC/BPCL/24/23 Drawing / Document No. TDC-EPCL-PJPL-PALWAL-23-P24-NE II-RM-01 Sheet 01-01 Rev. 0A



PLAN



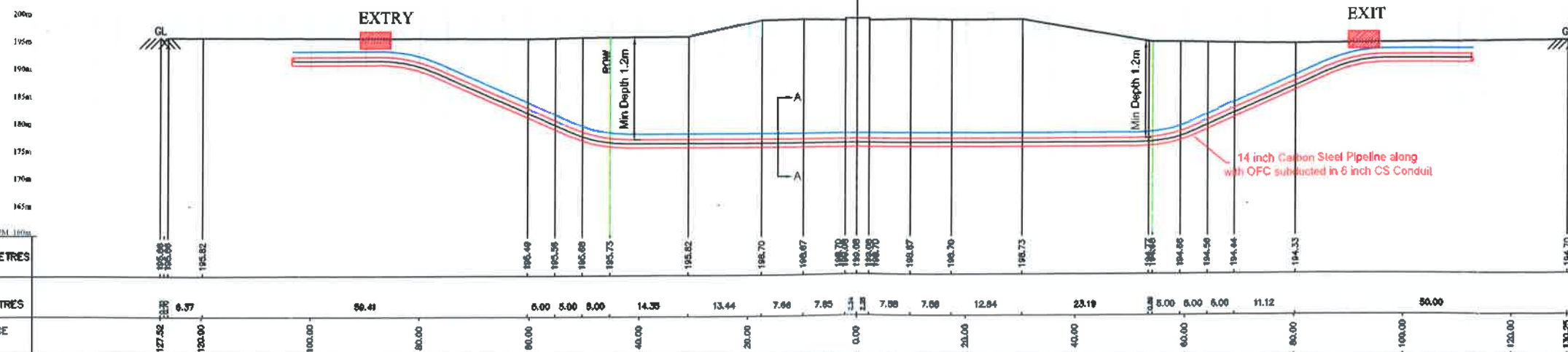
14 inch Carbon Steel Pipeline



SECTION A-A

OFC subducted in
6 inch CS Conduit

C/L OF Eastern Peripheral Expressway (N.E-II)



GROUND PROFILE

NAME OF CROSSING	TALUK	DISTRICT	STATE	CROSSING CHAINAGE IN METRES	Start Chainage	End Chainage
Eastern Peripheral Expressway (N.E-II)	PALWAL	PALWAL	HARYANA	CH. 15+368.64m	CH. 15+323.31m	CH. 15+422.78m

NOTES:-

1. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE MENTIONED.
2. ALL LEVELS ARE WITH RESPECT TO MEAN SEA LEVEL.

Sl. No.	Details of Road	RM CH (km)	Width (m)	Remarks
1	EASTERN PERIPHERAL (N.E-II)	117.650	100	14 inch Carbon Steel Pipeline

Accepted
Vishal Palwal (Project Leader)
M: 9871713081, Email: vishalpalwal@bharatpetroleum.in
Piyala Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Rohark, Tehsil-Bahadurgarh
Dist. Faridkot, Haryana-151102

Project Director
National Highways Authority of India
PIU-Ghaziabad

Bharat Petroleum Corporation Limited
(A Govt. of India Enterprise)

PROJECT : PJPL (Piyala - Jewar ATF Pipeline Project) Haryana
SHEET : 01 OF 01

SECTION : From BPCL Terminal Piyala To Jewar Airport
AT : EASTERN PERIPHERAL (N.E-II) CH - 117+650 km
PL CH. 15+368.64m

SCALE	DRAWING NO.	REV.
1:500	TDC-BPCL-PJPL-PALWAL-NE-II-CS-01	06

HORIZONTAL DIRECTIONAL DRILLING

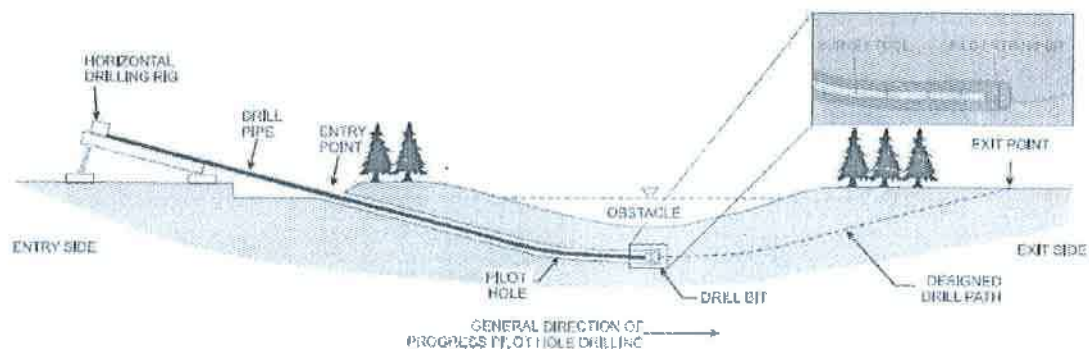
Horizontal Directional Drilling (HDD) – A trenchless method of installing pipe in the ground at variable angles using a guidable drill head

- Used when trenching or excavation is not feasible/practical – Water crossings, road and railway crossings, sensitive wildlife habitats, etc.
- Suitable for variety of soil conditions and pipe diameters

HDD process:

The process starts with receiving hole and entrance pits. These pits will allow the drilling fluid to be collected and reclaimed to reduce costs and prevent waste. The first stage drills a pilot hole on the designed path, and the second stage (reaming) enlarges the hole by passing a larger cutting tool known as the back reamer. The reamer's diameter depends on the size of the pipe to be pulled back through the bore hole. The driller increases the diameter according to the outer diameter or the conduit and to achieve optimal production. The third stage places the product or casing pipe in the enlarged hole by way of the drill stem; it is pulled behind the reamer to allow centering of the pipe in the newly reamed path.

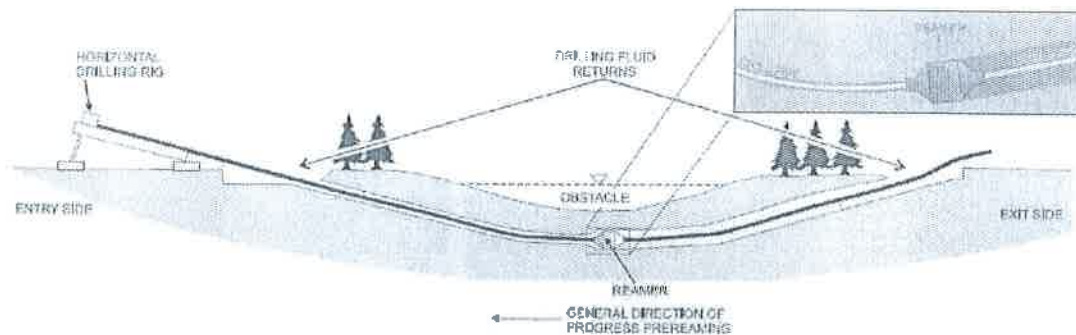
1) Pilot hole – Initial bore drilled along designed drill path



Source: CAPP Publication 2004-0022

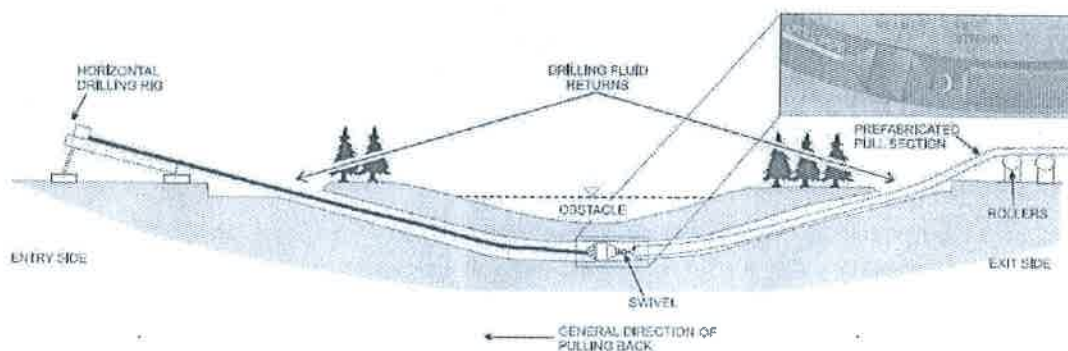
2) Reaming pass(es) - increasing the diameter of the pilot hole to allow pipe pullback; may not be necessary for smaller diameter pipelines

HORIZONTAL DIRECTIONAL DRILLING



Source: CAPP Publication 2004-0022

3) Pipe string pull back – pull back of pre-fabricated pipe



Source: CAPP Publication 2004-0022

Drilling fluids are pumped through drill head during pilot bore, reaming passes and pipe pull back. Horizontal directional drilling is done with the help of a viscous fluid known as drilling fluid. It is a mixture of water and, usually, bentonite or polymer continuously pumped to the cutting head or drill bit to facilitate the removal of cuttings, stabilize the bore hole, cool the cutting head, and lubricate the passage of the product pipe. The drilling fluid is sent into a machine called a reclaimer which removes the drill cuttings and maintains the proper viscosity of the fluid. Drilling fluids hold

HORIZONTAL DIRECTIONAL DRILLING

the cuttings in suspension to prevent them from clogging the bore. A clogged bore creates back pressure on the cutting head, slowing production.

Drilling fluids = water + additives (bentonite, polymers, surfactants, etc.)

- **Aid drilling process–** Suspend and remove drill cuttings
 - Cool and lubricate drill stem and bit
 - Stabilize bore hole
 - Reduce friction between drill/pipe and bore wall

Applications:

The process is used for installing telecommunications & power cable conduits, water lines, sewer lines, gas lines, oil lines, product pipelines and environmental remediation casings. It is used for crossing waterways, roadways, shore approaches, congested areas, environmentally sensitive areas and any area where other methods are more expensive

Directional boring is used in place of other techniques for the following reasons:

- Less traffic disruption
- Lower cost
- Deeper installation possible
- Longer installation possible
- No access pit required
- Shorter completion times
- Directional capabilities
- Safer for the environment

Neeraj

Dr. Pambada, Haryana-121102



CERTIFICATE FROM NHAI (PIU)-GHAZIABAD

SUB: (PERTAINS FOR PERMISSION OF PERMISSION FOR LAYING OF 14" DIA. CARBON STEEL PIPELINE ALONG WITH FIBER CABLE IN HDPE DUCTS (SUB DUCTED IN 6" CS CONDUIT) ACROSS ROW OF EPE AT KM. 117+650 IN JHALAKA VILLAGE OF DISTT.-PALWAL (HARYANA).

The Applicant has submitted the proposal for the permission for laying underground fiber cable mentioned in the subject above in accordance with the norms of MoRT&H, contained in Ministry's Guidelines issued vide letter No. RW/NH-33044/29/2015/S&R (R) dated 22nd November, 2016.

The details are as under:

- (a) M/s. Bharat Petroleum Corporation Limited (BPCL) is confirming of all standard condition issued vide ministry's circular No. RW/NH-33044/17/2000 S&R (R) dated 29.09.2000, NHAI Guidelines issued vide No. NHAI/OEC/2k/Vol II dated 07.11.2000, ministry circular No. RW/NH-33044/29/2015/S&R (R) dated 22nd November, 2016.
- (b) NHAI (PIU), Ghaziabad, do certify that there will be no hindrance to existing 06 laning based on the feasibility report considering proposed structure at the said location.
- (c) It is certified that the proposed permission (as subject cited above) is maintain in our register of records of the permission in the Performa issued vide ministry circular NO. RW/NH- S&R dated 29-09-2000.
- (d) It is certified that the stretch 14" DIA. CARBON STEEL PIPELINE ALONG WITH FIBER CABLE IN HDPE DUCTS (SUB DUCTED IN 6" CS CONDUIT) ACROSS ROW OF EPE AT KM. 117+650 IN JHALAKA VILLAGE OF DISTT.-PALWAL (HARYANA), is proposed beyond the toe line of the embankment & drains and as close to the extreme edge of the ROW.
- (e) Keeping in view of site conditions, the above proposal is recommended for kind approval.


Project Director
National Highways Authority of India, (PIU)
Ghaziabad (Uttar Pradesh)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई, गाजियाबाद
Project Implementation Unit, Ghaziabad
सी डब्ल्यू जी फ्लाईओवर के नीचे, कि. मी. 2+000 एन एच - 9, (पुराना एन एच-24), अक्षरधाम मंदिर के निकट, दिल्ली-110092
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24), Near Akshardham Temple, Delhi-110092

टेलीफोन : +91 9560963936
ई-मेल : gha@nha.org
E-mail : nh24ghaziabad@gmail.com
वेबसाइट : www.nha.gov.in



NHA/PIU-GZB/EPE/F-249/NOC/BPCL/2023/E- 3139

Date: 19.10.2023

To,

Project Leader,
M/s. Bharat Petroleum Corporation Ltd.
Piyala Pipeline Terminal,
Village-Piyala, Post-Asoati, Ballabgarh,
Faridabad-121102

Sub: Development of fuel pump in the wayside amenities of Eastern Peripheral Expressway on company owned company operated (COCO) Basis- Reg.: Request for grant permission for laying of pipeline 14" Dia Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduct) across ROW of Eastern Peripheral Expressway (KGP) Express Way NE-II in Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.

Ref.:

- Your letter no. BPCL/NHA/HR/2023-24/01 dated 21.09.2023.
- IE letter no. MSV.VISPL/NHA/IE-O&M/UP-HR/2023/0178 dated 13.10.2023.
- TOT Concessionaire letter no. NCREPE/SPV/NHA/contractual/215 dated 05.10.2023.

Sir,

Please refer to your letter cited at ref. (i), regarding above mentioned subject, which is self-explanatory.

2. In this regard, the Independent Engineer of the subject project (i.e. M/s. MSV International Inc. In Association with M/s. Vaishnavi Infratech Services Pvt. Ltd.) vide letter cited at ref. (ii) & TOT Concessionaire (M/s. NCR EPE Pvt. Ltd.) vide letter cited at ref. (iii) and has reviewed your proposal and it is requested to submit compliance of the observation made by IE & submit the proposal in accordance with MoRT&H Policy Guidelines of 17.04.2023.

This is for your information and necessary action please.

Encl: As above.

Yours faithfully,


(Arvind Kumar)
Project Director

Copy to: -

- IE, M/s. MSV International Inc. In Association with M/s. Vaishnavi Infratech Services Pvt. Ltd.-for information.
- TOT Concessionaire, M/s. NCR EPE Pvt. Ltd.-for information.



MSV INTERNATIONAL INC.



In Association with

VAISHNAVI INFRATECH SERVICES PVT. LTD.

MSV International Inc.

C/O Amit Kumar, Khasra No. 93-M,
PLOT NO. 24, Sadikpur Urf Kazipura,
Pargana-Dasna, Ghaziabad,
Uttar Pradesh-201009

Email: msv.vispl.epe@gmail.com

CIN: F04214

IE Services for supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on toll, operate, maintain and transfer basis

Ref: MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0178

Dated: 13.10.2023

To,

The Project Director

National Highways Authority of India

PIU-Ghaziabad, Under CWG Flyover, at Km. 2+000

Of NH-9 (Old NH-24) Near Akshardham Temple, Delhi-110092

Email- gha@nhai.org, nh24ghaziabad@gmail.com

NHAI, PIU-GHAZIABAD

Letter No./Date 5409/1610-2023

Manager (T)-I & II I

SE-I, II, III, IV & V I

PS/PA/Acctt. I

PD-GZB

*Letter to the
agency for
compliance
of documents
Amans
16/10*

Subject: Consultancy Services for Independent Engineer Services for Supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on Toll, Operate, Maintain and Transfer basis. - **Request for grant of permission for laying pipeline 14" dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.**

Ref:

1. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/IE/2023/E-2942 dated - 27.09.2023.
2. Concessionaire letter NCREPE/SPV/NHAI/Contractual/215 dated - 05.10.2023.
3. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/01 dated- 21.09.2023

Dear Sir,

With reference to the above cited subject and letter referred at Sr. No. 1 & 3, the Authority has forwarded letter from BPCL regarding laying of 14 inch Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting IE to examine the matter as per provision of MoRTH/NHAI Policies and submitting Comments.

IE has reviewed the BPCL proposal and following are the comments:-

1. The said proposed location is at Km. 117+650 of project.
2. As per proposal, the agency wants to cross their Pipeline through HDD method from one side to another of EPE project.
3. The nearest structure is at Km 117+520 (Box culvert) and is approx 130 meter from the proposed crossing location. Where, as it should be at least 15 meters away from the existing structure as per specifications/checklist.
4. At the proposed location, the available ROW is 100 meters.
5. The agency had not submitted any Layout drawing for actual plan of action. The same needs to be asked for submission.

6. The Entry/Exit position for duct during execution of works should be outside the ROW as also shown in attached cross section.
7. The depth of duct that has to be laid should be at least 1.20 meters below ground level, but it was observed that drain exists at this location, so the agency may be advised to take care of drain invert level and the duct must be well below the invert level of drain.
8. Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said location.

Hence, as above, the agency to be asked for clarification on above observations and must comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023.

This is for your information and further necessary action please.

Thanking You,

Regards,

**For MSV International Inc. in association with
Vaishnavi Infra Tech Services Pvt. Ltd.**



Arun Kumar Singh
Team Leader cum Highway Engineer
EPE (NE-2)

CC:- NCR - for information

NCREPE/SPV/NHAI/Contractual/215

Date: October 5, 2023

To
The Project Director,
National Highways Authority of India,
Project Implementation Unit,
Under CWG Flyover, At Km 2+000 of NH-9 (Old NH-24)
Nr Akshardham Temple, Delhi-110092
(Kind Attn: Shri Arvind Kumar)

NHAI/PIU-GHAZIABAD
Letter No./Date: SS23/11-10-2023
Manager (T)-I & II
SG-I, II, III, IV & V
DPS/TA/ACCS
PD-GZB

Letter to BPCL
Amam
13/10

Sub: - Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)- **Regarding application for crossing of EPE NE-2 (Badh-Khalsa-Palwal) by BPCL upcoming 14th Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable.**

Ref:

- 1- Your Office letter no. NHAI/PIU-GZB/EPE/TOT-7/2023/E-2942, dated. 27/09/2023.
- 2- M/s BPCL letter no. BPCL/NHAI/HR/2023-24/01, dated 21/09/2023.
- 3- Your Office letter no. NHAI/PIU-GZB/EPE/TOT-7/2023/E-2539, dated. 23/08/2023.
- 4- M/s BPCL letter no. PJPL.NHAI.NOC.005, dated 28/07/2023.

Dear Sir,

With reference to the above cited subject and letter Ref (1 & 3), the Authority has forwarded letters from BPCL regarding laying of 14th Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting to Concessionaire for examine the matter as per provision of MoRTH Guideline/NHAI Policies/Concession Agreement and submitting Comments.

The Concessionaire has reviewed the BPCL proposals, and the authority is requested advise BPCL to follow and comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023.

Thanking you and assuring the best services always.
Yours's Sincerely,


(Prashant Kumar Singh)
Project Head



Enclosure: SR-2016 and Policy Guidelines of 17 April 2023.

CC: **Team Leader**, MSV International Inc. In association with Vaishnavi Infratech Services Pvt. Ltd.,

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

To

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

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

Sir,

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

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

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

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

2. This issues with the approval of competent authority.

Yours faithfully



 (Rakesh Prakash Singh)
 Superintending Engineer (HA)

Copy to:

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

Copy for information to:

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


 (Rakesh Prakash Singh)
 Superintending Engineer (HA)

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.
- e) Hydrostatic test plan that should consider pretesting of the fabricating string(s) prior to installing the crossing.
- f) Testing plan be agreed upon the measures like Cathodic protection, periodic inspection be outlined and Supplementary extra thickness of pipe be ensured to compensate for corrosion.
- g) Pipeline laying agencies to submit annual certificates of inspection after laying.

Cal
17/4/23



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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

Manoj Kumar

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

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

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

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

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

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

Manoj Kumar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Manoj Kumar

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

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

provided in the ducts already provided

Rs 50

<= 300 mm dia/width

Rs 100

> 300 mm dia/width but <=1000 mm

Rs 250

> 1000 mm

Rs 500

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

Rs 100

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

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

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

Encls: As above.

Manoj Kumar

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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

Annexure I

Public Utility provider and Industrial infrastructure

A. Public Utility Provider

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

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

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

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

Draft

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

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS**

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

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

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

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

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

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

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

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

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

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

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

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____ (LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

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

IN THE PRESENCE OF (WITNESSES):

1.

2.

Attachment (I)

Enclosure to Ministry of Road Transport & Highways letter No RW/NH-33044/
..29/2015) 54(a) dated 22.11.16.

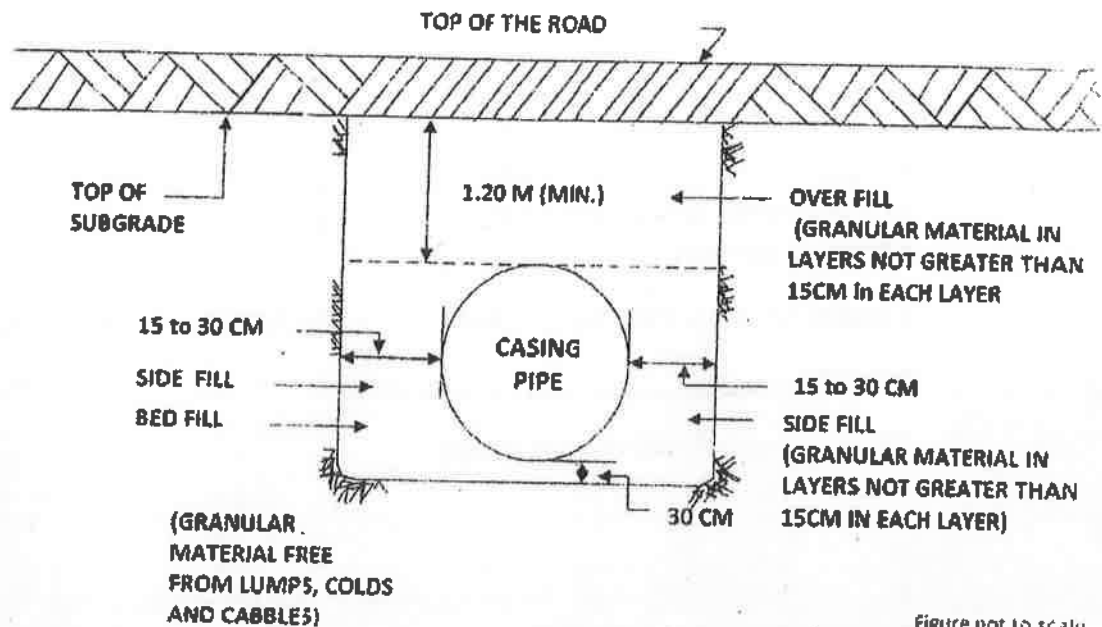


Figure not to scale

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD



MSV INTERNATIONAL INC.



In Association with

VAISHNAVI INFRATECH SERVICES PVT. LTD.

MSV International Inc.

C/O Amit Kumar, Khasra No. 93-M,
PLOT NO. 24, Sadikpur Urf Kazipura,
Pargana-Dasna, Ghaziabad,
Uttar Praesh-201009
Email: msv.vispl.epe@gmail.com
CIN: F04214

IE Services for supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on toll, operate, maintain and transfer basis

Ref: MSV.VISPL/NHAI/IE-O&M/EPE/UP-HR/2023/0178

Dated: 13.10.2023

To,

The Project Director

National Highways Authority of India

PIU-Ghaziabad, Under CWG Flyover, at Km. 2+000

Of NH-9 (Old NH-24) Near Akshardham Temple, Delhi-110092

Email- gha@nhai.org, nh24ghaziabad@gmail.com

Subject: Consultancy Services for Independent Engineer Services for Supervision of Eastern Peripheral Expressways (6 lane from Km 1.000 to Km 136.000) of NE-2 in the National Capital Region on Toll, Operate, Maintain and Transfer basis. - **Request for grant of permission for laying pipeline 14" dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.**

Ref:

1. NHAI letter no. NHAI/PIU-GZB/EPE/TOT-7/IE/2023/E-2942 dated - 27.09.2023.
2. Concessionaire letter NCREPE/SPV/NHAI/Contractual/215 dated - 05.10.2023.
3. M/s. Bharat Petroleum Corporation Ltd. Letter no. BPCL/NHAI/HR/2023-24/01 dated- 21.09.2023

Dear Sir,

With reference to the above cited subject and letter referred at Sr. No. 1 & 3, the Authority has forwarded letter from BPCL regarding laying of 14 inch Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting IE to examine the matter as per provision of MoRTH/NHAI Policies and submitting Comments.

IE has reviewed the BPCL proposal and following are the comments:-

1. The said proposed location is at Km. 117+650 of project.
2. As per proposal, the agency wants to cross their Pipeline through HDD method from one side to another of EPE project.
3. The nearest structure is at Km 117+520 (Box culvert) and is approx 130 meter from the proposed crossing location. Where, as it should be at least 15 meters away from the existing structure as per specifications/checklist.
4. At the proposed location, the available ROW is 100 meters.
5. The agency had not submitted any Layout drawing for actual plan of action. The same needs to be asked for submission.

6. The Entry/Exit position for duct during execution of works should be outside the ROW as also shown in attached cross section.
7. The depth of duct that has to be laid should be at least 1.20 meters below ground level, but it was observed that drain exists at this location, so the agency may be advised to take care of drain invert level and the duct must be well below the invert level of drain.
8. Prior to execution of works, the undertaking must be taken to reinstate the damages, if any, during or after completion of works on said location.

Hence, as above, the agency to be asked for clarification on above observations and must comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023.

This is for your information and further necessary action please.

Thanking You,

Regards,

**For MSV International Inc. in association with
Vaishnavi Infrastructure Services Pvt. Ltd.**


Arun Kumar Singh

Team Leader cum Highway Engineer
EPE (NE-2)

CC:- NCR - for information

NCREPE/SPV/NHAI/Contractual/215

Date: October 5, 2023

To
The Project Director,
National Highways Authority of India,
Project Implementation Unit,
Under CWG Flyover, At Km 2+000 of NH-9 (Old NH-24)
Nr Akshardham Temple, Delhi-110092
(Kind Attn: Shri Arvind Kumar)

Sub: - Tolling, Operation, Maintenance & Transfer of Highways - International Competitive Bidding under Single Stage Bidding Process for Project Bundle -Eastern Peripheral Expressway (from Km 1+000 to Km 136+000) of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)– Regarding application for crossing of EPE NE-2 (Badh-Khalsa-Palwal) by BPCL upcoming 14th Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable.

Ref:


- 1- Your Office letter no. NHAI/PIU-GZB/EPE/TOT-7/2023/E-2942, dated. 27/09/2023.
- 2- M/s BPCL letter no. BPCL/NHAI/HR/2023-24/01, dated 21/09/2023.
- 3- Your Office letter no. NHAI/PIU-GZB/EPE/TOT-7/2023/E-2539, dated. 23/08/2023.
- 4- M/s BPCL letter no. PJPL.NHAI.NOC.005, dated 28/07/2023.


Dear Sir,

With reference to the above cited subject and letter Ref (1 & 3), the Authority has forwarded letters from BPCL regarding laying of 14th Diameter Piyala Jewar ATF Pipeline with dedicated OFC Cable at NCREPE and requesting to Concessionaire for examine the matter as per provision of MoRTH Guideline/NHAI Policies/Concession Agreement and submitting Comments.

The Concessionaire has reviewed the BPCL proposals, and the authority is requested advise BPCL to follow and comply with the SR-2016 and MoRTH Policy Guidelines of 17 April 2023.

Thanking you and assuring the best services always.
Yours's Sincerely,


(Prashant Kumar Singh)
Project Head



Enclosure: SR-2016 and Policy Guidelines of 17 April 2023.

CC: Team Leader, MSV International Inc. In association with Vaishnavi Infratech Services Pvt. Ltd.,

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) Dated: 17th April, 2023

To

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

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

Sir,

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

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




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

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.	There shall be no license fee for OFC cables crossing the NH through HDD method. License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.
--	---

2. This issues with the approval of competent authority.

Yours faithfully


(Rakesh Prakash Singh)


Superintending Engineer (HA)

Copy to:

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

Copy for information to:

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


(Rakesh Prakash Singh)

Superintending Engineer (HA)

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

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

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

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


17/4/23



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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

Manoj Kumar

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

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

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

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

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

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

Mamaj Kumar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Manoj Kumar

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

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

provided in the ducts already provided

Rs 50

<= 300 mm dia/width

Rs 100

> 300 mm dia/width but <=1000 mm

Rs 250

> 1000 mm

Rs 500

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

Rs 100

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

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

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

Encls: As above.

Manoj Kumar

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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

Public Utility provider and Industrial infrastructure

A. Public Utility Provider

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

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

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

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

Draft

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

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS**

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

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

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

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

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

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

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

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

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

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

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

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____ (LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. _____

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

IN THE PRESENCE OF (WITNESSES):

1.

2.

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

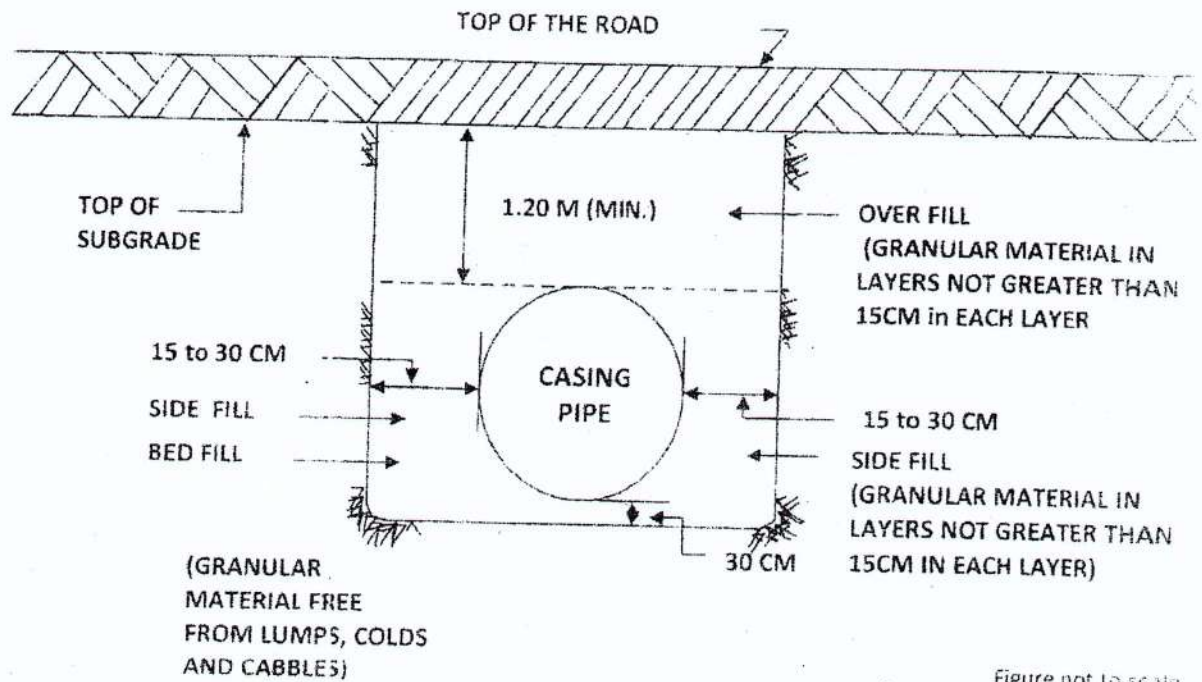


Figure not to scale

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



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई, गाजियाबाद
Project Implementation Unit, Ghaziabad
सी डब्ल्यू जी फ्लाईओवर के नीचे, कि. मी. 2+000 एन एच - 9, (पुराना एन एच-24), अक्षरधाम मंदिर के निकट, दिल्ली-110092
Under CWG Flyover, at Km. 2+000 of NH-9 (Old NH-24), Near Akshardham Temple, Delhi-110092

टेलीफोन : +91 9560963936
ई-मेल : gha@nhai.org
E-mail : nh24ghaziabad@gmail.com
वेबसाइट : www.nhai.gov.in



NHAI/PIU-GZB/EPE/TOT-77/E/2023/E-

2942

Date: 27.09.2023

To,

M/s. MSV International Inc. In association with
M/s. Vaishnavi Infratech Services Pvt. Ltd.
C/O Amit Kumar, Khasra No. 93-M, Plot NO. 24,
Sadikpur urf Kazipura, Pargana-Dasna,
Ghaziabad, Uttar Pradesh-201009,
Email: msv.vispl.epe@gmail.com

M/s. NCR Eastern Peripheral
Expressway Pvt. Ltd.
Unit No. 699, 6th Floor, "VEGAS",
Plot No. 6, Pocket-1, Sector-14,
Dwarka, New Delhi-110075

Sub: Tolling, Operation, Maintenance & Transfer of Highways International Competitive Bidding under Single Stage Bidding Process for Project Bundle-Eastern Peripheral Expressway (From Km. 1+000 to Km. 136+000 of NE-2 in the National Capital Region (NCR) (TOT Bundle 7)-Reg.: Request for grant of permission for laying pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana.

Ref: M/s. Bharat Petroleum Corporation Ltd. letter no. BPCL/NHAI/HR/2023-24/01 dated 21.09.2023.

Sir,

Please refer to the letter cited at reference above vide which M/s. BPCL has requested for grant of permission for laying pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE duct (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Expressway NE 2 Jalakha village of Palwal Tehsil, Palwal district in the state of Haryana, which is self-explanatory.

2. In this regard, it is requested to examine the matter as per the provisions of NHAI Policy Circular/MoRT&H Guidelines and submit your comments to this office at the earliest.

Encl: As Above.

Yours faithfully,

(Arvind Kumar)
Project Director

Copy to:-

- RO-Delhi, NHAI HQ-for information please.
- M/s. Bharat Petroleum Corporation Ltd, Piyala Pipeline Terminal, Village-Piyala, Post-Asaoti, Tehsil-Ballabgarh, Distt. Faridabad-121102-for information.

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

पियाला पाईपलाइन टर्मिनल

गाँव : पियाला, पोस्ट : असाठी, तहसील : बल्लभगढ़,

जिला फरीदाबाद-121 102, मोडो: 9811331435, 9999102660



BHARAT PETROLEUM CORPORATION LIMITED

A Government of India Enterprises

Piyala Pipeline Terminal

Vill. Piyala Post : Asaoti Tehsil : Ballabgarh,

Distt Faridabad-121102 - Mob: 9811331435, 9999102660

NHAI, PIU-GHAZIABAD

Ref : BPCL/NHAI/HR/2023-24/01

Letter No./Date: 5153/25-09-2023 Date: 21/09/2023

To,
The Project Director,
PIU- Ghaziabad,
Khelgaon, Delhi,
110092

Manager (T)-I & II

SE-I, II, III, IV & V

PPS/PA/Acctt.

discuss with PD
put up directly
SEI Anon
9

PD-GZB

Sub: Request for grant of Permission for laying of pipeline 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) across ROW of Eastern Peripheral (KGP) Express way NE-II in Jalakha village of Palwal tehsil, Palwal district in the state of Haryana.

Dear Sir,

We would like to appraise that M/s Bharat Petroleum Corporation Ltd., A Govt. of India Enterprise under the aegis of Ministry of Petroleum & Natural Gas is the second largest company in the country effecting the supplies of essential commodities like MS (Petrol), HSD (Diesel) and SKO (Kerosene), LPG etc. to civilian as well as various Government Agencies and ATF (Aviation turbine fuel) for Aviation sector.

We propose to lay around 35 Km cross-country ATF pipeline from our existing Dispatch Terminal at Village-Piyala (Tehsil- Ballabgarh, District-Faridabad, State-Haryana) to upcoming Noida International Airport at Jewar (District-Gautam Buddha Nagar, Uttar Pradesh). The proposed pipeline shall pass through the districts of Faridabad & Palwal in the state of Haryana and district Gautam Buddh Nagar of Uttar Pradesh. The pipeline shall be 14" Dia. Carbon Steel pipeline along with fiber cables in HDPE ducts (Subducted in 6" CS conduit) for transportation of Aviation Turbine Fuel (ATF) and shall be laid underground as per latest API Standards.

The proposed pipeline shall be laid across the NE-II in Jalakha village, Palwal tehsil, Palwal district as per the details given in attached Annexure-1. The pipeline is proposed to be installed using trenchless method. Pipeline location map and cross section detail drawings are attached herewith for your kind reference & consideration. The pipeline will be laid across the NH maintaining a minimum depth of 1.2 m below the bed level. Company shall follow all the best standards of safety during execution of said work and are ready to pay the necessary fee/charges as per the norms (if any) as and when intimated by your good office

View above, we request you to kindly pass on necessary Instructions to your concerned field officials to inspect the crossing locations for further processing of according the pipeline laying permission.

Revised

Vishal Palwal (Project Leader)
M.: 981713081, Email : vishalpalwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asaoti, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102

रजिस्टर्ड ऑफिस : भारत भवन, 4 एवं 6 करीमभोय रोड, बेलार्ड, मुम्बई-400 001 दूरभाष : 2713000, 2714000 फेक्स : 2713637

Registered Office : Bharat Bhawan, 4 & 6 Currimbhoy Road, Ballard Estste, Mumbai -400 001

CIN - 123220MH1952GO1008931, Phone : 2713000, 2714000 Fax : 2713637

E-mail : info@bharatpetroleum.in, Web : www.bharatpetroleum.in

We request you to kindly treat the matter on priority for completion of this project of National Importance

Thanking you,

For Bharat Petroleum Corporation Limited

Vishal Paliwal (Project Leader)
M: 9871713081, Email: vishalpaliwal@bharatpetroleum.in
Piyala-Jewar Airport ATF Pipeline Project
BHARAT PETROLEUM CORP. LTD.
Village-Piyala, Post-Asoati, Tehsil-Ballabgarh
Distt. Faridabad, Haryana-121102

**Vishal Paliwal
Project Leader**

Piyala Jewar ATF Pipeline Project

**Address: Piyala Pipeline Terminal, Village - Piyala, Post - Asoati, Ballabgarh,
Faridabad**

(121102)

Email: vishalpaliwal@bharatpetroleum.in

Contact-9871713081

Encl:

1. List of Crossing Across NE-II
2. Checklist
3. Draft Agreement
4. Undertakings
5. Indemnity Bond
6. Conditions for Approval
7. Records of RoW permission
8. Draft Estimate
9. Route Map
10. Cross Section Drawing
11. HDD writeup



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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

Manoj Kumar

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

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

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

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

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

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

Mamaj Kumar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Manoj Kumar

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

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

provided in the ducts already provided

Rs 50

<= 300 mm dia/width

Rs 100

> 300 mm dia/width but <=1000 mm

Rs 250

> 1000 mm

Rs 500

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

Rs 100

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

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

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

Encls: As above.

Manoj Kumar

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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

Public Utility provider and Industrial infrastructure

A. Public Utility Provider

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

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

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

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

Draft

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

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

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

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

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

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

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

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

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

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

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

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

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

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

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

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

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

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

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____ (LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. _____

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

IN THE PRESENCE OF (WITNESSES):

1.

2.

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

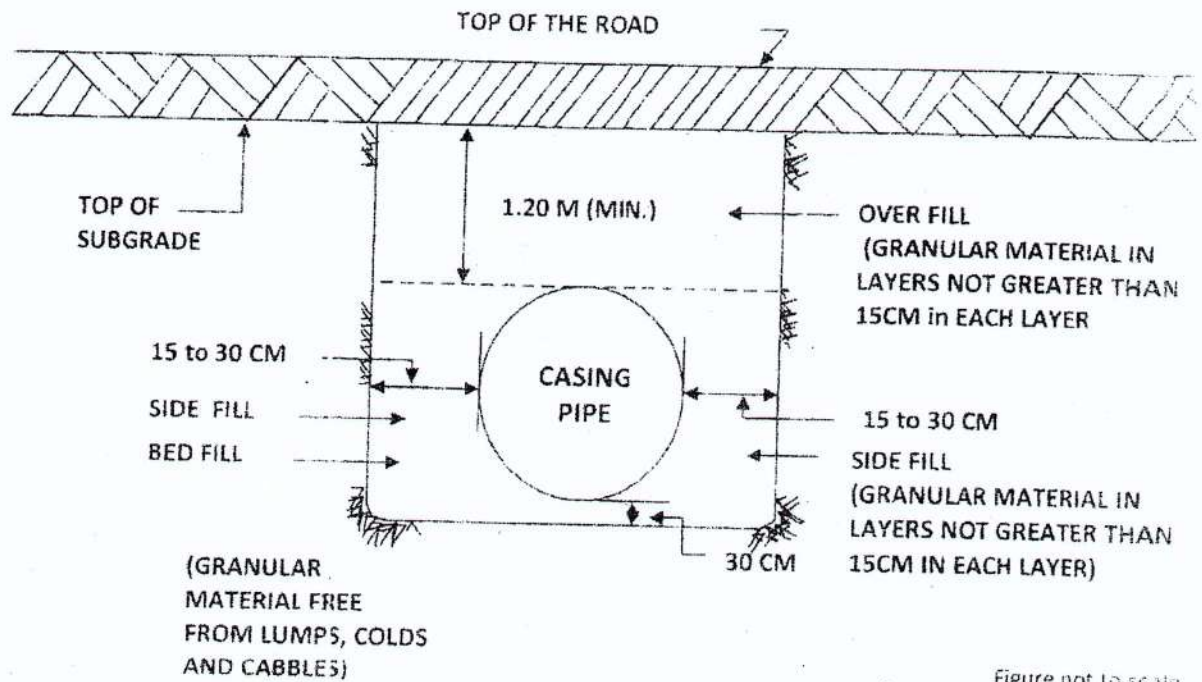


Figure not to scale

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

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) Dated: 17th April, 2023

To

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

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

Sir,

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


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

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

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.	There shall be no license fee for OFC cables crossing the NH through HDD method. License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.
--	---

2. This issues with the approval of competent authority.

Yours faithfully


(Rakesh Prakash Singh)


Superintending Engineer (HA)

Copy to:

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

Copy for information to:

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


(Rakesh Prakash Singh)

Superintending Engineer (HA)

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

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

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

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


17/4/23