



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
क्षेत्रीय कार्यालय - गांधीनगर (गुजरात)

National Highways Authority of India

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

Regional Office - Gandhinagar (Gujarat)

दूरभाष / Phone : 079-29650607, 29650608 ई-मेल / e-mail : rogujarat@nhai.org

पहली मंजील, बी.एस.एन.एल. टेलीफोन एक्सचेंज बिल्डिंग, "च" रोड, सेक्टर-11, गांधीनगर-382011 (गुजरात)

1st Floor, BSNL Telephone Exchange Building, "CH" Road, Sector-11, Gandhinagar-382011(Gujarat)



BHARATMALA
ROAD TO PROSPERITY

NHAI/RO-GNR/2021-22/Utility Services/ eoffice-120421/D-1816

21st June 2022

Provisional NOC/In-Principle Approval

To,
The Dy .Executive Engineer
M/s. Gujarat Water Supply & Sewerage Board,
P.H. Sanitary Sub-Division No.1, G.W.S.S. Board,
Radhanpur (Gujarat).

SUB: Proposal for ROW Permission for laying parallel of Water Supply Pipeline from Km 490+200 to Km 491+200 on NH-27 in Deesa to Samakhiali National Highway (Radhanpur and Santalpur Regional Water Project-RAS) in the state of Gujarat.

- Reg. Provisional NOC/In-principle Approval.

REF: 1. PD, PIU-Palanpur's eoffice-note no. 120421 dated 03.05.2022.
2. M/s. GWSSB-Radhanpur letter dated 04.04.2022.
3. Invitation of Public Comment letter No. eoffice-120421/D-2579 dated 29.12.2021.
4. PD, PIU-Palanpur eoffice note-120421 dated 10.12.2021.
5. Dy. Engineer, P.H. Sanitary Sub-Div.No.1 (GWSSB), Radhanpur's proposal no. 447 dated 18.10.2021.

Sir,

Please refer to your application u/ref.(5) submitted to Project Director, NHAI, PIU-Palanpur, seeking ROW permission for the above subjected proposal. The Project Director, NHAI, PIU-Palanpur vide their letter u/ref.(4) had recommended the above subjected proposal for approval of the Competent Authority i.e. Highway Administration(HA)/Regional Officer, NHAI-Gandhinagar.

2. Further, as per Para-4 of Ministry's guideline dated 22.11.2016, the application shall be uploaded on the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). Accordingly, the proposal was sent to National Informatics Centre, New Delhi, vide this office letter u/ref.(3) for uploading the same on the MoRT&H's website. No claims/objections have been brought to notice during/ after the expiry of the period stipulated in the Ministry's guidelines i.e. one month from public to this office.

3. Now, in accordance with the Ministry's guidelines dated 22.11.2016, the applicant vide letter u/ref.(2) has the requisite License Fees for amount of Rs.15,840/- online through Bharatkosh Portal on 14.02.2022 and submitted a Performance Bank Guarantee of Rs.2,50,000/- of Bank of India, Radhanpur valid for one year, favouring to Project Director, NHAI, PIU-Palanpur, for accommodation of captioned utilities within the NH ROW, as informed by PD-Palanpur vide their eoffice note u/ref.(1).

4. In view of the above and based on the site verification by Independent Engineer and recommendation by PD, PIU-Palanpur, In-Principle approval/Provisional NOC is hereby granted by the Highway Administration/Regional Officer, NHAI-Gujarat, for above subjected proposal, as per details indicated in the sketches and the conditions laid down below & in the License Deed/Agreement.

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5. The accommodation of proposed utility shall be strictly as per the Ministry's letter No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and as per the details indicated in the sketches/drawings enclosed herewith. No change in the alignment of other than approved herein will be entertained. Any deviation may result in cancelling of the permission/approval.
- 5.1 The applicant will be authorized to install/laying of the utility services as per approved methodology and drawings within the NH RoW only after signing of the agreement.
- 5.2 The proposed laying operation of utility shall be in such a manner that it causes least interference to the traffic movement and also traffic safety.
- 5.3 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.
- 5.4 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 fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by subsequent user, the Authority shall not be held accountable or liable in any manner.
- 5.5 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.
- 5.6 **License Fee of Rs.15,840/-** (as worked out by the PD/EE) 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 renewal and deposition of fee shall attract interest @ 15% per annum compounded annually.
- 5.7 The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purposes. 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 Existing drainage structures shall not be allowed to carry the lines across. 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.
- 5.8 All required restoration works subsequent to laying of the cable shall be required to be undertaken by the Licensee at its own cost either by itself or through its authorized representative in consultation with the Authority (The Project Director/Executive Engineer) as per predetermined time schedule and quality standards.



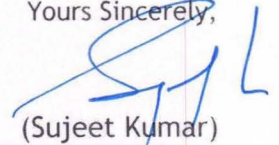
- 5.9 Prior to commencement of any work on the ground, a Performance Bank Guarantee of Rs.2,50,000/- as worked out by the Concerned PD/EE as per MoRT&H circular dated 22.11.2016 with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished 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 for feature of the Bank Guarantee.
- 5.10 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.
- 5.11 The Licensee shall shift the utility services within 90 days on own cost (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.
- 5.12 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.
- 5.13 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.
- 5.14 Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and submitting their recommendation for issuing the Final NOC by Highway Administration for making utility operational.
- 5.15 The utility services shall not be made operational by the Licensee unless a final approval is obtained from the Highway Administration without which the concerned Project Director/Executive Engineer will not release the submitted performance Bank Guarantee.



- 5.16 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.
6. In view of above, you are requested to submit Two Sets of Fresh License Agreement duly stamped and signed by the Authorized Signatory with signature of two witnesses to the office of Project Director, PIU-Palanpur for signing the same.
7. The Project Director (NHAI) is hereby authorized to sign the License Agreement with the User Agency and Final Permission may be issued on the basis of site inspection, verification and recommendation by the concerned Independent Engineer/Concessionaire/ Contractor.
8. This issues with the approval of the Highway Administration(HA)/Regional Officer, National Highways Authority of India, Gandhinagar (Gujarat).

Thanking you,

Yours Sincerely,



(Sujeet Kumar)
General Manager(Tech.)
For, Chief General Manger(T)&
Regional Officer, Gandhinagar

Copy to: Project Director, NHAI, PIU-Palanpur: For information & necessary action please.