



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

क्षेत्रीय कार्यालय-पश्चिम उ०प्र०, लखनऊ Regional Office - West UP, Lucknow.

3/248, विशाल खण्ड, गोमती नगर, लखनऊ-226010 (उ.प्र.)

3/248, Vishal Khand, Gomti Nagar, Lucknow-226010 (UP)

दूरभाष / Phone : 0522-4960291, टेलीफैक्स / Fax : 0522-4950680

ई-मेल / E-mail : rowestup@nhai.org, rowestup@gmail.com



19001/1/RO-W-UP/NH-27/Km.168.200 - 1506.400/UG/ 1450 Dated: 30.06.2022
Invitation of Public Comments

Sub: Proposal for NOC permission for laying of Water pipeline with road crossing on NH-25 (New NH-27) Jhansi-Orai Section at (Chainage 1468.200 to 1506.400 km) approx 30.328 km from Ingui Khurd to Rath Road Orai in the State of Uttar Pradesh - reg.

The Authorized Signatory M/s U.P. Jal Nigam has submitted the proposal for granting permission for for laying of Water pipeline with road crossing on NH-25 (New NH-27) Jhansi-Orai Section at (Chainage 1468.200 to 1506.400 km) approx 30.328 km from Ingui Khurd to Rath Road Orai in the State of Uttar Pradesh.

2. As per the guidelines, issued by the Ministry vide OM No.RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016, 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).

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

**The Chief General Manager cum Regional Officer,
National Highways Authority of India
Regional Office, UP-West, Lucknow
3/248, Vishal Khand, Gomti Nagar
Lucknow-226 010**

This is issues with the approval of RO-West (UP).

Encl: As above.

SKS
(S.K. Sharma)

General Manager (T)
For RO-West, UP

Copy to:

1. Web Admin, NHAI-HQ- with request for uploading on the NHAI website.
2. The Technical Director, NIC, Transport Bhawan, New Delhi- with request for uploading on the Ministry's website.
3. The Authorized Signatory, M/s U.P. Jal Nigam, Orai for information.
4. PD, PIU-Kanpur for information.

CHECK-LIST

Guidelines for project Directors for processing the proposal for laying of water pipe Line in the land along National Highways vested with NHAI.

* Relevant circulars of Ministry of Road Transport and Highways

- 1) Circular No. NH-III/P/66/76 Dated 18.9.11.1976
- 2) Circular No. RW/NH-III/P/66/76 Date: 11.5.982
- 3) Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 4) Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 5) Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999
- 6) Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.5.2003

Check list for getting approval for laying of Water Pipe Line on NH land (To be filled by the PIU)

The Permission for laying of Water Pipe Line shall be considered for approval/ rejection based on the Ministry Circulars mentioned as above.

- (a) Carrying of sewage/water Pipelines on highway Bridges shall not be permitted as Furness/Water pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.
- (b) Services are not being allowed indiscriminately on the parapet/any part of the bridges, safety of the bridges has to be kept in view while permitting various services along bridge.

S. No.	Item	Information/ Status	Remarks
1	General Information		Apply for Permission of laying Water Pipeline Parallel and Crossing NH-27
1.1	Name and Address of the Applicant/Agency	Executive Eng. near Orain Gramin U.P.	
1.2	National Highway Number	NH-27	
1.3	State	U.P.	
1.4	Location (Km 1468.200 - 1505.400)	Orai	
1.5	(Chainage in km) (Km 1468.200 - 1506.400)	1468.200 to 1472.37 1482 to 1497.89 1506.4	
1.6	Length in Meters	30.328 Km	
1.7	Width of available ROW	19-9+7 30.328	
	(a) Left side from center line towards increasing chainage/km direction	30.0m	Project Director
	(b) Right Side from center line towards increasing chainage/km direction	30.0m	National Highways Authority of India P.I.U., Kanpur
1.8	Proposal to lay underground electrical cable		
	(a) Left side from center line towards increasing chainage/km direction		उपमहाप्रदेशक (तकनीकी) D.G.M. (Tech.) श्री. ए. ए. साईत अफि, झांसी NHAI, Site Office, Jhansi

Mr. A.K. Gupta
 Executive Engineer
 Orai, Division, UP Jal Nigam
 Gramin, Orai (U.P.)

Asst. Engineer
 Jhansi-Urai Section, NH-27

Engineer
 Jhansi-Urai Section, NH-27

	(b) Right Side from center line towards increasing chainage/km direction		
1.9	Proposal to acquire land	—	
	(a) Left side from center line	30.0 m	
	(b) Right side from center line	30.0 m	
1.10	Whether proposal is in the same side where land is not to be acquired	—	
	If not then where to lay the cable	—	
1.11	Details of already laid services, if any, along the proposed route	—	
1.12	Number of existing lanes (2/4/6/8 lanes).	4	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)		
1.14	Service road existing or not	Existing	
	If yes then which side		
	(a) Left side from center line	Yes	
	(b) Right side from center line	Yes	
1.15	Proposed Service road		
	(a) Left side from center line		
	(b) Right side from center line		
1.16	Whether proposal to lay water Pipe line is after the service road or between the service road and main carriageway	After the Service Road	
1.17	Whether carrying of sewage/ Water Pipeline has been proposed on highway Bridges. If Yes then mention the methodology proposed for the same.	No	
1.18	Whether carrying of sewage/water Pipeline has been proposed on the parapet/any part of the bridges. If yes, then mention the methodology proposed for the same.	No	Project Director National Highways Authority of India P.O., Kanpur
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	उपसहायक (तकनीकी) D.G.M. (Tech.) सा. रा. म. प्र. साइट ऑफिस, झांसी NHAI, Site Office, Jhansi

Mr. A.K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

Yes
Highway Maintenance Engineer
Engineering Consultants Pvt. Ltd.

Signature of the Engineer
Date: 27/11/2017

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	(a) Whether existing drainage structures are allowed to carry sewage/water pipeline	No	
	(b) Is it on a line normal to NH	No	
	(c) What is the distance of crossing the water pipelines from the existing structures. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter,	Yes	
	(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. Mention type of casing.	Steel Pipe	
	(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 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, Mention the Proposed details.	Yes	
	(h) Mention the methodology proposed for crossing of road for the proposed Sewage/water 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.	Methodology attached	
	(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/No	Project Director National Highways Authority of P.U., Kanpur
2	Document/Drawings to be enclosed with the proposal	Enclosed/ Not enclosed	उपमहाप्रदेशक (तकनीकी) D.G.M. (Tech.) भा. रा. प्र. साइट ऑफिस, जौहरी NHAI, Site Office, Jhansi
2.1	Cross section showing the size of trench for open trenching method	Enclosed	Engineer Highway Jhansi-Orai Section, NH-27

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Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

Jhansi-Orai Section, NH-27

ⓧ

	(Is it normal size of 1.2m 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 extreme edge of the right-of-way as possible but not less than 15 meter from the Centre lines of the nearest carriageway (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 (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.	yes	
2.2	Cross section showing the size of pit and location of cable for HDD method	Enclosed/ Not enclosed	
2.3	Strip plan/ Route Plan showing water pipe line, Chainage, width of ROW, distance of proposed water pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc	Enclosed/ Not enclosed	
2.4	Methodology for laying of water pipe line	Enclosed/ Not 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, what is the Methodology of refilling of trench	Methodology attached	
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Enclosed/ Not enclosed	
	(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.	Yes/No	Project Director National Highways Authority of India P.U., Kanpur उपप्रमुख (तकनीकी) D.G.M. (Tech.) एन.एच.आ. साइट ऑफिस, झांसी NHAI, Site Office, Jhansi

Mr. A.K. Gupta
 Executive Engineer
 Orai, Division, UP Jal Nigam
 Gramin, Orai (U.P.)

Lion Engineering Consultants Pvt. Ltd.
 Highway Maintenance Engineer
 Lion Engineering Consultants Pvt. Ltd.
 Jhansi-Orai Section NH-27
 Highway Maintenance Engineer
 Lion Engineering Consultants Pvt. Ltd.

	NHAI to the licensee for clearing debris/loose earth.		
	Performance BG as per above is to be obtained		
4.1	Confirmation of BG has been obtained or not as per NHAI guidelines	Yes/No	
5	Affidavit/Undertaking from the Applicant for the following is to be furnished	yes	
5.1	Not to damage to other utility, if damaged then to pay the loss is either to NHAI or to the concerned agency.	Enclosed/ Not enclosed	
5.2	For Renewal of Bank Guarantee.	Enclosed/ Not enclosed	
5.3	For Confirming all standard condition of Ministry Circulars and NHAI's guideline.	Enclosed/ Not enclosed /yes	
5.4	For Shifting of water Pipe line as and when required by NHAI at their own cost	Enclosed/ Not enclosed	
5.5	For Shifting of water Pipe line due to 6 lanning/widening of NH	Enclosed/ Not enclosed	
5.6	For indemnity against all damages and claims	Enclosed/ Not enclosed	
5.7	For Traffic movement during laying of Water pipe line to be managed by the applicant.	Enclosed/ Not enclosed	
5.8	If any claim is raised by the Concessicnaire then the same has to be paid by the applicant.	Enclosed/ Not enclosed /yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the water pipe line/any other utility located in the National highway right-of-ways.	Enclosed/ Not enclosed /yes	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the water pipe line will be borne by the applicant agency owning the line.	Enclosed/ Not enclosed /yes	Project Director National Highways Authority of India P.I.U., Kanpur
5.11	If the NHAI 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 NHAI at the cost of the agency.	Enclosed/ Not enclosed /yes	D.G.M. (Tech.) NHAI, Site Office, Jhansi

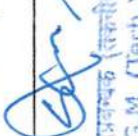
Mr. A.K. Gupta
Executive Engineer
Orai Division, UP Jal Nigam
Gramin, Orai (U.P.)

Jhansi-Orai Section, NH-27
Light Engineering
Maintenance Engineer
Ltd.
Engineer

	owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	Certificate from the applicant in the following format (i) Laying of water pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic. (ii) "We do undertake that I/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 Six lanning or any other development".	Enclosed/ Not enclosed	
6.	Who will sign the agreement on behalf of water pipe line agency Power of Attorney to sign the agreement is available or not	Enclosed/ Not enclosed	Executive Engineer Orai Gramin
7	The Project Director, will submit the following Certificates		
7.1	Certificate for proposal for confirming of all standard condition issued vide ministry of Road Transport and Highways Circular No. NH-III/P/66/76 dated 18/19.11.1976, RW/NH-III/66/76 dated 11.5.1982, RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, RW/NH-11.37/1/86/DOI dated 19.1.1995, RW/NH-34066/2/95/ S&R dated 25.10.1999 and Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003	Enclosed/ Not enclosed	
7.2	Certificate from PD in the following format: (i) "It is certified that any other location of the water pipe line would be extremely difficult and unreasonable costly and the installation of water pipe line 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." (ii) for 6-lanning (a) Where feasibility is available Lion Engineering Consultants Pvt. Ltd. Jhansi-Orai Section, NH-27	Enclosed/ Not enclosed	Project Director National Highways Authority of India P.I.U., Kanpur D.G.M. (Tech.) Mr. T. R. S. Singh, Jhansi NHAI, Site Office, Jhansi

Mr. A.K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

Jhansi-Orai Section, NH-27

	"I do certify that there will be no hindrance to proposed six laning based on the feasibility report considering proposed structures at the said location". (b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodation proposed Six-laning".	Enclosed/ Not enclosed	
8	If NH section proposed to be taken up by NHAI on BOT basis - a clause in to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay water pipeline/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of [-----] section form Km ----- to km ----- of NH No. ----- on Build, Operate and Transfer Basis] and there fore, the licensee shall honour the same."	Inserted of not Yes	
9	Who will supervise the work of laying of water pipe line		
	(a) On behalf of the Applicant	Executive Engineer Orai Gramin U.P.	
	(b) On behalf of NHAI	Project Director NHAI	
10	Who will ensure that the defects in road portion after laying of Water pipe line are corrected and if not corrected then what action will be taken.	Executive Engineer Orai Gramin U.P.	
	(a) On behalf of the Applicant	Executive Engineer	
	(b) On behalf of NHAI		
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire		
	On behalf of the Applicant		
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed).	Enclosed/ Not enclosed	 Project Director National Highways Authority of India P.U., Kanpur
13	If any previous approval is accorded for laying of underground water Pipe line then the register of records of permissions accorded as maintained by PD then copy be enclosed. Assst. Highway Maintenance Engineer Orai Gramin U.P. Ltd. Orai Engineer in Charge Orai Section, NHAI Orai Gramin U.P.	NA NA	 D.G.M. (Tech.) Orai Gramin U.P. Ltd. Orai Engineer in Charge Orai Section, NHAI Orai Gramin U.P.

Mr. A.K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

Orai Engineering Co. Ltd. Orai, U.P.
Jhansi-Orai Section, NHAI-21

Orai Gramin U.P. Ltd.
Orai Engineer in Charge
Orai Section, NHAI
Orai Gramin U.P.

Project Director
National Highways Authority of India
P.U., Kanpur

Enclosure to Ministry of Road Transport & Highways letter No RW/NH-

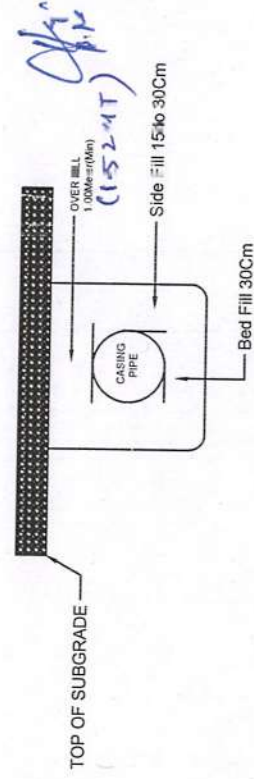
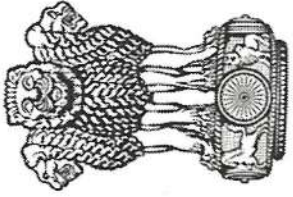


FIGURE 1: INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

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Orai, Division, UP Jai Nigam
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Asstt. Highway Maintenance Engineer
Lion Engineering Consultants Pvt. Ltd.
Jhansi-Orai Section, NH-27

Project Director
National Highways Authority of India
P.O. Kanpur



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(One Hundred only)



Please write or type below this line.

Enclosure to ministry of Road Transport & Highway 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 1468³ 1506.4 Km of NH-27 land.

Signature

Mr. A.K. Gupta

Executive Engineer

Division UP JalNigam

Gramin (Rural) UP

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



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This Agreement made this _____ day of _____ (month) _____ of _____ (Years) 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 ~~1468.200~~ ^{1506.4} of NH No. ~~27~~ ^{1506.4}...ROW.

Whereas the Licensee proposes to lay telecom cable/OFC cable electrical cable/ pipeline/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 ~~1468.3~~ ^{1468.200} to Km ~~1498~~ ^{1506.4} of road/route up to NH-27 (Salaghat to Baragaon)
And from km ~~1498~~ ^{1506.4} to km ~~1468~~ ^{1506.400} of road/route up to NH-27 (Salaghat to Baragaon)

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.



No Licensee shall claim exclusive right on the RoW and 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

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Gramin, Orai (U.P.)

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 in to 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 arrangements 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 duct, 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 times 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;

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

12. Existing drainage 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.

Mr. A. K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

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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 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 cables 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 restore the same in to the same conditions as it was before digging the trench, clearing debris/loose earth procured 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 authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.

19. Prior to commencement of any work on the ground, a performance Bank guarantee @Rs. Per route meter /Rs per Sqm 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 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. 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;

20. 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

for
Mr. A.K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

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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 installation/ facilities etc. The Licensee the safety and security of already existing underground installation/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 installation/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 replacement 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 the traffic and (b) no damage to the highway. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other road and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in his process, the Licensee will be required to restore the road to the original condition at its cost, If due to unavoidable reasons the road to the 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 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 work.

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

27. Each day the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up satisfaction 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 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.

Mr. A. K. Gupta
Executive Engineer
Orai, Division, U.P. Jal Nigam
Gorain, Orai (U.P.)

30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alteration to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH ROW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility service 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 recording restoration shall be submitted to the Authority for verification and record within a month of completion of work.
36. The Licensee shall allow free access to the site at all time to the authorised representative 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 Licenses unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specification and drawing 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 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 :
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39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution board 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 10 days and the site shall be brought back to the original condition failing which the Licensee will lose the deposit.
- Mr. A.K. Gupta**
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

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.

4.2. 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.

4.3. For PPP Projects, in case of any financial loss incurred by the respective project concessionaries 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 concessionaries. 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 BEHALF OF AUTHORITY.

BY SHRI

(Signature, name & address with Stamp)

Arul.

SIGNED ON BEHALF OF M/S
Mr. A. K. Gupta
Executive Engineer
Orai, Division, UP Jal Nigam
Gramin, Orai (U.P.)

(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 THE BOARD OF DIRECTORS IN THE MEETING HELD ON _____

IN THE PRESENCE OF (WITNESSES):

April (Abhishek. L)



Handwritten: Billings

12-12-21