

RW/BHP/MP/waterpipeline(168)/2024-25 **Government of India**

Ministry of Road Transport & Highways (Chief Engineer - Regional Office, Bhopal)

2nd Floor, Nirman Bhawan, Arera Hills, Bhopal-462011 PH: 0755-2551329, 0755-2571467, Email ID: ro.bpl-morth@gov.in

Date:13.11.2024

Invitation of Public Comments

Subject: Proposal for permission of layning water pipeline along and across NH-552Extn. on Ch. 313+395 Bus stand crossing, Ch. 313+395 to 313+095 Bus stand to police station, Ch. 313+095 to 311+075 police station to PWD rest house, Ch 312+075 to 311+355 PWD rest house to Nepari (app. Length 2.00km) by MPUDC under package 4G in the State of Madhya Pradesh - reg.

CE(NH), MPPWD, Bhopal v i d e Memo no. NH-552Ext/pipe line/MPUDC/P4G/2024/767 dated 06.11.2024 forwarded therewith a proposal in this office for permission of layning water pipeline along and across NH-552Extn. on Ch. 313+395 Bus stand crossing, Ch. 313+395 to 313+095 Bus stand to police station, Ch. 313+095 to 311+075 police station to PWD rest house, Ch 312+075 to 311+355 PWD rest house to Nepari (app. Length 2.00km) by MPUDC under package 4G in the State of Madhya Pradesh.

- 2. As per Ministry vide OM No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the Highways Administrator will make available the proposal seeking permission for utility laying for public comments for 30 days on ground of public interest.
- 3. In view of the above the comments of public are invited on captioned proposal and the same should reach to below mentioned address within 30 days beyond which no comments will be considered.

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

4. This issues with the approval of Highways Administration-cum Regional Officer, MoRT&H, Bhopal. (Computer no. – 245221).

Assistant Executive Engineer For RO, MoRT&H, Bhopal

Copy to:

- 1. The Senior Technical Director, NIC, Transport Bhawan, New Delhi-110001 for uploading on Ministry's Website.
- 2. The CE(NH), MPPWD, Bhopal-for information.

3. The EE, NH, MPPWD, Gwalior for information and requested to furnish the recommendation in view of Ministry's circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 along with verified fees viz. license fee etc. as per circular and their detailed calculations

OFFICE OF THE CHIEF ENGINEER राष्ट्रीय राजमार्ग परिक्षेत्र, लोक निर्माण विभाग :



NATIONAL HIGHWAY ZONE M. P. PUBLIC WORK DEPARTMENT

767

"निर्माण भवन" प्लाट नं. 27—28 अरेरा हिल्स, भोपाल म.प्र.

NIRMAN BHAWAN 2nd FLOOR, BHOPAL M.P.

Email: cepwdnhzonemp@gmail.com,

Phone/ Fax -0755 -2551570

Memo no. NH-552Ext/Pipe line/MPUDC/P4G/2024/

Bhopal, Date 6 /19/2024

To,

The Chief Engineer-Regional officer Govt. of India, Ministry of Road Transport & Highway Nirman Bhawan, Bhopal

A81 7.11.24

Sub: Proposal for Permission of laying Water Pipeline along and across SH-2 (Newly Declare NH-552 Extn.) on Ch. 313+395 Bus Stand crossing, Ch. 313+395 to 313+095 Bus stand to police station, Ch. 313+095 to 311+075 Police Station to PWD Rest House, Ch. 312+075 to 311+355 PWD Rest House to Nepari {app. Length- 2.00 km.along the road} {Kailaras Town} (Madhya Pradesh Urban Development Company) MPUDC under Package -4G.

AEE-I

Ref :- Executive Engineer, PWD NH Division Gwalior letter no. 2244 Tech/Ra-Ra-/2023 dated 24.9.2024.

Please refer to the memo cited under reference vide which Executive Engineer, PWD NH Division Gwalior has submitted the Proposal for Permission of laying Water Pipeline along and across SH-2 (Newly Declare NH-552 Extn.) on Ch. 313+395 Bus Stand crossing, Ch. 313+395 to 313+095 Bus stand to police station, Ch. 313+095 to 311+075 Police Station to PWD Rest House. Ch. 312+075 to 311+355 PWD Rest House to Nepari {app. Length- 2.00 km.along the road}{Kailaras Town} (Madhya Pradesh Urban Development Company) MPUDC under Package -4G for necessary permission.

Bank Guarantee of Rs. 5,17,500/- (BG no. 240BG01241340001 dated 13.05.2024 valid upto 04.05.2025 {Yes Bank} is also deposited in favour of Executive Engineer, PWD NH Division Gwalior and license / lease rent of Rs. 13,07,366/- deposited on NTRP Portal on dated 30.08.2024 (Bharatkosh. Gov. in by Ref. no. 3008240030013).

In view of above, it is requested that the necessary permission may be granted for subjected work.

Encl: As above (Proposal in Original)

Approved by Chief Engineer (NHs)

EXECUTIVE ENGINEER
OFFICE OF THE CHIEF ENGINEER
NATIONAL HIGHWAY ZONE
M.P.P.W.D BHOPAL

Endt. no. NH-552Ext/Pipe line/MPUDC/P4G/2024 Copy is forwarded to,

Bhopal, Date /10/2024

1. The Executive Engineer, PWD NH Division Gwalior for information.

EXECUTIVE ENGINEER
OFFICE OF THE CHIEF ENGINEER
NATIONAL HIGHWAY ZONE
M.P.P.W.D BHOPAL

कार्यालय कार्यपालन यंत्री लोक निर्माण विशागः प्राभूतिय राजमार्ग, संसाग् ग्वासियंर (म.प्र.)

खाहियर, दिनाक, 24/9/1514

THE 32-40 / 110 / 120 / 2023

Chief Engineer P.W.D.NH.Zone Bhopal, Nirman Bhawan Bhopal

Regarding the proposal for permission of pipe line laying along & across SH-2 (Newly Declared National Highway Ext.-552) at Kailaras town under package-4G

1 Your Letter No. PIU/Chambal/4G/2023/925 Moreria, Dated 16.05.2023 2-कार्यालयीन पत्र क्र0 93 / तक / रा.रा. / 2024 ग्वालियर दिनांक 12.01.2024

संदर्भित पत्र के तहत् निवेदन हैं, कि मुरैना-सबलगढ मार्ग राष्ट्रीय राजमार्ग क्रमांक 552 पर प्रोजेक्ट मैनेजर एम पी यू.डी.सी. पी आई.यू. चम्बल मुरैना द्वारा पाइन लाइन बिछाने की अनुमति चाही गई थी। एम ओ आर.टी. एण्ड एवं. के पत्र क्रमांक आर डब्लू / एन.एवं. / 33044/29/2015 /S&R® dated 22,11.2016 की कंडिका 5.1 के अनुसार राष्ट्रीय राजमाग की मूमि का उमयौंग करने हेतु लाइसँस फीस/लीज रेन्ट तथा कंडिका 6 के अनुसार निर्धारित दर से परफारमेंन्स बैक गाएन्टी जमान्करा ली गई है (जिसकी छायाप्रति संलग्न है) जो निम्नानुसार है। मापदण्ड अनुसार अनुमति हेतु सादर प्रेष्ठित।

| | | - 1. Fig. 2 | | | 1.00 | | |
|---------|---------------------------------------|---------------|-----------------|---------------------------------------|---|--------|---------|
| क्रमाक | 184 | ं विवरण | | · · · · · · · · · · · · · · · · · · · | 2 4 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | | |
| 1. | लाइसेंस फीस/लीज | रेंट (उक्त कि | मी हेत्। इ. त | र्षों के लिए | 40.07.00 | े सारा | |
| | (Through On&Line | By NTRP) | 541.74 | | 13,07,36 | 5/- | |
| 2. | परफारमेंन्स बैंक गारंटी | | | | 5,17,500 | 1 | |
| | (In favour of Execu | itive Engine | er PWD N | H Division | 0.17,000 | | |
| | Gwalior | 3.5 6% | | Spire? | 30 W | | |
| and the | · · · · · · · · · · · · · · · · · · · | 1.487 | Company Company | 73.4% ZAMES | 4153 | | \$ 10 m |

/तक/संस् / 2023

ग्वालियर, दिन प्रतिलिपि प्रोजेक्ट मैनेजर एमपीयूडीसी पी आई यू झाडल मुरैवा की ओर भेज कर लेख कर विश्विक कार्यालया की ओर अनुमति हेत् भेजा जा रहा है। स्चनार्थ प्रस्तुत

> लोंगि०वि० राष्ट्री रांगाग-

कार्यालय कार्यपालन यंत्री,

लोक निर्माण विभाग, राष्ट्रीय राजमार्ग, संभाग ग्वालियर (म.प्र.)

क्रमांक <u>93</u> / तक / रा.रा. / 2024 प्रति. ग्वालियर, दिनांक 12/01/2024

प्रोजेक्ट मैनेजर एम.पी.यू.डी.सी. पी.आई.यू. चम्बल मुरैना (म०प्र०)।

विषय:— Regarding the proposal for permission of pipe line laying along & across SH-2 (Newly Declared National Highway Ext.-552) at Kailaras town under package-4G

सन्दर्म:- Your Letter No. PIU/Chambal/4G/2023/925 Morena, Dated 16.05.2023

संदर्भित पत्र के तारतम्य में लेख है, कि आपके द्वारा राष्ट्रीय राजमार्ग—552 विस्तारित के मुरैना—सबलगढ मार्ग में पाइप लाइन बिछाने की अनुमित चाही है। एम.ओ.आर.टी. एंण्ड एच. के पत्र क्रमांक आर.डब्लू / एन.एच. /36094/01/2022/S&R® dated 17.04.2023 की कंडिका 5.1 के अनुसार रा.रा. की भूमि का उपयोग करने हेत् लाइसेंस फीस निर्धारित दर से प्रफारमेंन्स बैंक गारन्टी अग्रिम जमा करने का कष्ट करें। साम्य ही प्रस्तानित दिवाल

का अ. १. ए. ए एते करे।

| क्रमांक | विवरण | राशि |
|---------|---|--------------|
| 1. | लाइसेंस फीस/लीज रेंट (उक्त कि.मी. हेतु) 5 वर्षों के लिए | 13,07,366 /- |
| | (Through On&Line By NTRP) | |
| 2. | परफारमेंन्स बैंक गारंटी | 5,17,500 / — |
| | (In favour of Executive Engineer, PWD N.H. Division- | |
| | Gwalior | |

कार्यप लो०नि०वि० संमाग

1

LETTER&ORDER N.H.NEW

1117

Calculation for licence and performance bank gurantee & laying DI along the road at NH-552 (Ext.) (Sabalgarh - Morena Road) at Kailaras

Licence Fees

| | | | | | | | WRM LAYED IN M.S | ROAD (NH-552 | EXT.) CHAINA | GE & CROSSI | NG | 1 | | | |
|-------|-------------------|--------------------|-----------------|--|-------------------------------------|--------------------------------------|--------------------------------------|-------------------|-------------------|-------------------|-------------------------|-------------------------------|---|--------------|--|
| | | | Name of U | Location | | Distance | TYPE OF | Dia of Pipe | | | Utility NH LAND AREA | Prevelling Circel Rate | Utility NH Land Area x Prevelling Circle Rate of | REMARK - | Chainage |
| .no. | Type of pipe | Line Name | From | to | | From NH-552 (Ext.) Center line | SURFACE FOR PIPELINE LAYNG | (mm) | Length M | Width M | (SQM) | of Land in Rs./Sqm | Land Per unit | | |
| | } | | | | | ļ | | | J | К | L | . м | N | 0 | P |
| Α | В | С | D | E | F | G | Н | (250+150)=40 | | 1 | 30 | 3060 | 91800 | SERVICE LINE | On 313+395 |
| 1 | DI | Water pipe line | Kailaras | Kailaras | Bus stand crossing | NA NA | CC Road Hard | (250+200)=45 | | 1.05 | 315 | 1475 | 464625 | SERVICE LINE | 313+395 to 313+095 |
| 2 | DI | Water pipe line | Kailaras | Kailaras | Bus stand to police station | 7 | Shoulder/WBM surface Road Hard | (250+150)=40 | 1020 | 1 | 1020 | 1475 | 1504500 | SERVICE LINE | 313+095 to 311+075 |
| 3 | ום | Water pipe line | Kailaras | Kailaras | Police station to PWD Rest house | 7 | Shoulder/WBM surface Road Hard | 0 | 1025 | 0.065 | 46.8 | 1475 | 69030 | SERVICE LINE | 312+075 to 311+355 |
| 4 | DI | Water pipe | Kailaras | Kailaras | PWD Rest house to Nepari | 7 | Shoulder/WBM surface Road | 250 | 720 | 0.003 | 3 | | 2129955 | | |
| | | | | - | | | т | OTAL AMOUN | 2070 | | | <u> </u> | 17749.63 | | |
| | | | <u> </u> | | <u>.l</u> | | | Licence fe | ee (Rs./month) | = 2129955 | / | (10*12) | | | |
| | | | | | | | | Total licence | fee for 1 years | = 177496 | 12 | 1.5 | 3194932.50 | | |
| | | • | | | | | | Total licence | fee for 4 years | = 3194933 | 6% | 4 | 766783.80 | | |
| | | | | | | public as per Dr | oint nO. 5 of MORTH | guideline vide le | etter No. RW/N | H 33044/29/201 | 5/S&R dated | 2.11.2016 i.e R 2751225*33 | 1307366 | | <u> </u> |
| The | Licence fee pay | able by Deptt. N | APJNM (Water | pipeline) (for p | ublic utility 33%) or | papilo do po. p | | orio (NTE) | E CALCULATIO | | | | | | |
| · | | | | | _ | | PERFORMANCE BA | | | | | | | | |
| | | | vide letter no. | RW/NH-3304/ | 29/2015/S&R dated | 22.11.2016 by | amount of performance | ce gurantee to t | e submitted | | | Lidth) i a 000x1 | 00 0 | | |
| As pe | rpoint no. 6 of N | AOR I RI GOLGO | | | | | | | | ter (for less th | an 300mm kus | iddily i.e ooox | 250 517500 | | 1 |
| | | | | | | <u> </u> | 2. Total No.of Rout | e in meter x 250 |)/meter (for > 3 | 00mm dia/widi | h but <=1008 | n) i.e. 2070 x 2 | 250 517500 | | + |
| | | | | | | | | 3. Tota | No.of Route in | neter x 500/π | neter (for > 1 | 7 | | | + |
| | <u>-</u> | | | | | | | | | | 1 | Grand To | | | |
| | | | | , | | | | in words | Rs. FIVE LAC | SEVENTEEN T | HOUSAND F | E HUNDRED o | nly. | , | |
| | | | | | | | | | | | | 1 | | | |

Sub-Engineer

S.D.O.
PWD NH Sub Dn Gwalior

| _ | | INDEX | | | | | | |
|---------|--------------------------|--|--|--|--|--|--|--|
| Sr. No. | Sr. No. Annexure Details | | | | | | | |
| 1. | 1. | Application | | | | | | |
| 2. | 2. | Details of laying pipe | | | | | | |
| 3. | 3. | Licence Agreement | | | | | | |
| 4. | 4. | Undertaking regarding Execution of work | | | | | | |
| 5. | 5. | LOA Letter/Work load | | | | | | |
| 6. | 6. | Work Commencement Letter | | | | | | |
| 7. | 7. | Bank Guarantee | | | | | | |
| 8. | 8. | Undertaking to safe Guard Existing Services of ROW | | | | | | |
| 9. | 9. | Methodology of Laying Pipe | | | | | | |
| 10. | 10. | Route Drawing | | | | | | |
| 11. | 11. | Installation of casing pipe for crossing the Road | | | | | | |
| 12. | 12. | Installation of pipe for along the road | | | | | | |

MPUDCL-PIU Chambal (Morena)

CHECK-LIST

Guidelines for Project Directors for processing the proposal of laying water supply pipe line by private parties in the land along National Highway Vested with NHPWD.

Relevant Circulars

- 1. Ministry circular No. RW/NH-33044/17/2000-S&R Dated 29.09.2000.
- 2. NHAI's Circular No. NHAI/OEC/2k/Vol II dated 07.11.2000, which includes the comprehensive guidelines and draft license agreement for laying of WSS pipeline by private party in the land along National Highway vested with NHPWD.
- 3. Ministry's circular no. RW/NH-330044/27/2000-S&R (R) dated 21.03.2006. It is regarding the modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee @ Rs. 50/- per route meter in place of earlier rate of Rs. 25/- per route meter.
- 4. Ministry's circular no. RW/NH/33044/27/2000-S&R (R) (Pt.) date 06/07.08.2013. It is regarding the modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee @ Rs. 100/- per route meter in place of earlier rate of Rs. 50/- per route meter.
- 5. Ministry's of Road Transport & highway letter No. 33044/29/2015 /S&R(R) dated 22.11.2016. It is regarding the modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee @Rs. 100/- & additional charges as per utilized NH land area.

MPUDCL-PIU Chambal (Morena)

Check list for getting approval for laying of Water supply pipeline on NH land

| Sr. No. | Particulars | Information | Remarks | | | |
|------------|--|---|---------|--|--|--|
| 1 | General Information | Proposal for Permission of laying water pipeline along and across SH-2 (Newly declare NH-552) | | | | |
| 1.1 | Name & Address of the Application/Company | Project Manager PIU Chambal, Morena (Madhya Pradesh Urban Development Company (MPUDC)) | | | | |
| 1.2 | State Highway Number | SH-2 (NEWLY DECLARED NATIONAL HIGHWAY) (Ext. 552) | | | | |
| 1.3 | State | Madhya Pradesh | | | | |
| 1.4 | Location | Kailaras town | | | | |
| 1.5 | Chainage in KM | NH-552(ext.) On 313+395 Bus stand crossing, 313+395 to 313+095 Bus stand to police station, 313+095 to 311+075 Police station to PWD Rest house, 312+075 to 311+355 PWD Rest house to Nepari. | | | | |
| 1.6 | Length (Length in KM) | Approx. 2 KM along & across the road. | | | | |
| 1.7 | Width of available ROW | 7000. | | | | |
| | (A) Details of proposed pipe line 1) Left side from Centreline towards increasing Chainage/KM direction. | As per Attached Drawing | | | | |
| 1.8 | Proposal to lay the utility water pipe | | | | | |
| | (a) Details of proposed pipe line 1) Left side from Centreline towards increasing Chainage/KM direction. | NH-552(ext.) On 313+395 Bus stand crossing, 313+395 to 313+095 Bus stand to police station, 313+095 to 311+075 Police station to PWD Rest house, 312+075 to 311+355 PWD Rest house to Nepari. | | | | |
| | (b) Right side from centre line towards increasing Chainage/km direction. | NA | | | | |
| 1.9 | Proposal to acquire land | No | | | | |
| | (a) Left side from centre line | | | | | |
| | (b) Right side from the centre line | | | | | |
| 1.10 | Whether proposal is in the same side where land is not to be acquired. | ΧĘS | | | | |

P.M. MPUDCL-PIU Chambal (Morena)

Sub Engineer PWD NH Sub Dir Gwalior

S.D.O.

PWD NH Sub Dn

Gwalior

PWD NH DIV Gwalior

| | <u> </u> | <u> </u> | | | | | |
|------|---|-----------------------|--|--|--|--|--|
| | If not then where to lay the line | | | | | | |
| 1.11 | Details of already laid services, if any, along the proposed route. | | | | | | |
| 1.12 | Number of lanes (2/4/6/8 lanes) existing | 2 Lane with shoulders | | | | | |
| 1.13 | Proposed Number of lanes (2 lines with paved shoulder /4/6/8 lanes). | | | | | | |
| 1.14 | Service road existing or not | | | | | | |
| | If yes then which side | | | | | | |
| | (a) Left side from centre line | NA | | | | | |
| | (b) Right side from the centre line | NA | | | | | |
| 1.15 | Proposed service Road | | | | | | |
| | (a) Left side from centre line | NA | | | | | |
| | (b) Right side from the centre line | NA | | | | | |
| 1.16 | Whether proposal to lay pipeline is after the service road or between the service road main carriageways. | | | | | | |
| 1.17 | The permission for laying water supply pipe line shall be consider for approval/rejection. | | | | | | |
| | (i) Where the ROW is more than 45mm then the water supply pipeline shall be laid the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening. | | | | | | |
| | (ii) Where land is yet to be acquired for 4 lanes 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 2m width on that side of existing carriageway where extra land is not proposed to be | | | | | | |
| | acquired for 4-laning. (iii) Where the widening plan for 4-laning is not yet decided and available ROW is around 30m | | | | | | |
| | or less a judicious decision would need to be taken for permitting the laying pipeline. This could be within 1.m to 2m of utility corridor at the edge of existing ROW, duty keeping its view the possible widening plans. | | | | | | |
| | (iv) Where ROW is restricted and adequate only to accommodate the carriageway, central | | | | | | |
| | 17.171. | 010 | | | | | |

MPUDCL-PIU Chambal (Morena)

Sub Enginee" PWD NH Sub D... Gwalior S.D.O.

PWD NH Sub Dn

Gwalior

PWD NH DIV Gwalior

| | | | _ | | | |
|-------|--|--------------------------------------|---|--|--|--|
| | verge, shoulders and drains (e.g. highways in cutting through billy/rolling terrain), the line shall be laid clear of the drain. | | | | | |
| 1.18 | No. of applicants on the same stretch. | 01 | | | | |
| 1.19 | Whether the case of multiple licenses. | Single | | | | |
| 1.20 | If so, furnish a joint implementation programmer to lay their respective ducts within stipulated time frame. | NA | | | | |
| 1.21 | If crossing of the road involved If yes it shall only be through trench-less technology. | YES | | | | |
| 2 | Document/Drawing enclosed with the proposal. | YES | | | | |
| 2.1 | Cross section Showing the size of trench for open trenching method (It is normal size of 1.65m deep x 0.5m wide) Should not be greater than 1.2m in width in multiple ducts. | Yes, Standard Size | | | | |
| 2.2 | Cross Section showing the size of pit and location of cable for HDD Method. | Drawing Attached | | | | |
| 2.3 | Strip Plan/Route plan showing the Water supply pipeline, Chainage, width of ROW, distance of proposal, pipe from edge of ROW, important mile stone, intersections, cross drainage works etc. | Yes Attached | | | | |
| 2.4 | Methodology for laying of Water supply Pipeline. | OT & HDD | | | | |
| 2.4.1 | Open trench method. If yes, methodology of refilling of trench. | Yes, refilling by excavated Material | | | | |
| 2.4.2 | Horizontal Directional Drilling (HDD) Method. | Where land strata are soft | | | | |
| 2.4.3 | Laying of Water supply pipeline Through CD Works and method of laying (whether to be hung outside parapet). | Yes | | | | |
| 3. | Draft license Agreement signed by two witnesses. | Yes | | | | |
| 4 | Performance Bank Guarantee. | As required | | | | |
| 4.1 | Confirmation of BG has been obtained as per NHAI guidelines. | BG shall be submitted | | | | |
| 5 | Affidavit/undertaking from the applicant for | As per MoRTH Guidelines | | | | |
| 5.1 | Not to Damage to other utility, if damaged then so pay the losses either to NHAI or to the concerned agency. | Yes; Covered in Agreement | | | | |
| 5.2 | Renewal of Bank Guarantee. | Yes; Covered in Agreement | | | | |
| | | | _ | | | |

P.M. MPUDCL-PIU Chambal (Morena)

Sub Engineer
PWD NH Sub D.
Gwalior

S.D.O.
PWD NH Sub Dn
Gwalior

PWD NH Div Gwalior

| 5.3 | Confirming all standard condition of NHAI's Guidelines. | Yes; Covered in Agreement | |
|-----|---|-----------------------------|--|
| 5.4 | Shifting of water supply pipeline as and where required by NHAI. | Yes; Covered in Agreement | |
| 5.5 | Shifting due to 6 Lanning/widening of NH. | Yes; Covered in Agreement | |
| 5.6 | Indemnity against all damages and Claims clause (xxiv) | Yes; Covered in Agreement | |
| 5.7 | Traffic movement during laying of water supply pipeline to be managed by the applicant. | Yes; Covered in Agreement | |
| 5.8 | If any claim is raised by the concessionaries, then the same has to be paid by the applicant. | Yes; Covered in Agreement | |
| 5.9 | Certificate for 6-lanning from the applicant is following format. 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 NHAI for future six-Lanning or any other development." | Yes; Covered in Undertaking | |
| 6 | Power of Attorney in favour of authorized signatory. | Yes; Enclosed | |
| 7 | Copy if DOT license. | Yes; Enclosed | |
| 8 | Certificate from the Project Director. | From NHPWD, Gwalior | |
| 8.1 | Certificate for confirming of all standard Condition issued vide Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI's guidelines issued Vide No. NHAI/OEC/2k/Vol-II Dated 07.11.2000 and Ministry's circular No. RW/NH-33044/27/2005-S&R (R) (Pt.) date 06/07.08.2013 & Ministry of Road Transport & Highways letter no. 33044/29/2015/S&R (R) dated 22.11.2016. | | |
| 8.2 | Certificate for 4-lanning from PD in the following format. | NA | |
| | (a) Where feasibility is available "I do certify that there will be to hindrance to proposed six-Lanning based on the feasibility report considering proposed pipe line at the said location. | NA | |
| | (b) In case of feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-Lanning. | NA | |
| 9 | The agreement Fee of Rs. 1 Shall be Charged | Yes | |
| 10. | If NH section proposed to be taken up by NHAI on BOT basis a clause in para 17 to be inserted in the agreement. "The permitted highway on which Licence has been granted the right to lay | | |
| | | 70 6 711117 | |

P.M.
MPUDGL-PIU
Chambal (Morena)

Sub Engines PWD NH Sub L. Gwallor

5.D.O. PWD NH Sub Dn. Gwalior E.E. PWD NH DIV Gwalior

| | pipeline/cable has also been granted as a right of way to the concessionaire under the concession agreement for up" Gradation of { section from km to km of NHM No on build, operate and transfer basis} and therefore, | | · |
|-----|--|----------------|---|
| | the licenses shall honour the same." | | |
| 11. | Who will the supervise the work of laying of pipeline | NHPWD, Gwalior | |
| 12. | Who will ensure that the defects in road portion after laying of water pipeline are corrected and if not corrected then what action will be taken. | NA | |
| 13. | Who will pay the claims for damages done/disruption in working of concessionaire if asked by the concessionaire? | JDFPL | |
| 14. | A certificate from PD that he will enter the proposed permission in the register of records of permissions in the prescribed Performa (copy enclosed) Issued vide ministry circular No. RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI's guidelines issued Vide No. NHAI/OEC/2k/Vol-II Dated 07.11.2000 and Ministry's circular No. RW/NH-33044/27/2005-S&R (R) (Pt.) date 06/07.08.2013 & Ministry of Road Transport & Highways letter no. 33044/29/2015/S&R (R) dated 22.11.2016. | Yes | |
| 15. | If any pervious approval is accorded for laying of water pipeline, then photocopy of register of records of permissions accorded as maintained by PD Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R (R) dated 22.11.2016 as referred in para 13 above is enclosed or not. | NA | |

P.M. MPUDCL-PIU Chambal (Morena) Sub Engineer PWD NH Sub D. Gwalior

S.D.O.

PWD NH Sub Dn

Gwallor

PWD NH Div Gwalior

Annexure -II

[Enclosure to Ministry of Road Transport & Highways Letter no. 33044/29/2015/S&R (R) Dated 22.11.2016.....]

Format for Maintaining Records of Right-of-way permission granted for laying Water supply pipe line

(To be maintained separately for every NH and State)

1. Name of state : Madhya Pradesh

2. Name of Agency (MoRTH): NHPWD

3. NH Number

: NH-552 (Ext.)

| S. No | 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 agreement | Date of validity of agreement | Date of last inspection of site | Any deviation from MORTH standard norms | Remarks |
|----------|---|---|---|------------------------------|--|------------------------------|-------------------------------|---------------------------------|--|---------|
| 1. | NH-552(ext.) On 313+395 Bus stand crossing, 313+395 to 313+095 Bus stand to police station, 313+095 to 311+075 Police station to PWD Rest house, | LHS Side | Kailaras Bus stand to Nepari Road | Water supply pipe line | Project Manager, PIU, Chambal, MPUDC Add- Gr. Floor Room No. 12 Chambal Division office, AB Road, Morena | | | | No | |

P.M. MPUDCL-PIU Chambal (Morena)



ध्मध्य प्रदेश MADHYA PRADESH

BR 474762

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION FOR LAVING WATER SUPPLY DI/HDPE PIPE LINE

| Agreement to lay water supply pij stant crossing, 313+395 to 313+095 | peline in NH-552 (Ext 5 Bus stand to police st | t.) From NH-552(ext.) On tation,313+095 to 311+075 | 313+395 Bus Police station |
|--|---|--|-------------------------------|
| to PWD Rest house, Total section L | ength ROW applied fo | r approx. 2km. | |
| This agreement made this | day of | month of | year |
| between Executive Engineer, NHI | WD Gwalior acting is | n his executive capacity thro | ough |
| thereinafter referred to as NHAI v | which execution shall | unless excluded by or rep | ougnant to the |
| context, include his successors in o | office and assigns) on | the one part and (Name of | f applicant) a |
| company registered under companie referred as) which expression sha heirs its successors/their successors | es act 1956 and having all, unless excluded by | its registered office (Addition of the context of t | ress)(hereafter |

Whereas the authority is responsible, inter-alia, for development and maintenance of lands in on NII-552(ext.) from NH-552(ext.) On 313+395 Bus stand crossing,313+395 to 313+095 Bus stand to pelice station,313+095 to 311+075 Police station to PWD Rest house, (LHS) RoW. Whereas the license proposes to lay water supply pipeline/cable/ducts/OFC cable etc. referred to as utility service in subsequent paras.

P.M. MPUDCL-PIU Chambal (Morena) 23/11/

CHILD AINT OF AIMOUNT PRED WEST MINH DIST ST BAL ON

2 3 MAR 2024

रीता जार्ज रीता जाम विक्रेता ऐस (१.प्र.) २७७७-199/2017

मेरे समस शाल विशंव 31-8-29 के कि प्रशानिकार प्राणित कर्मन कि से कि कि मेरे कि

Whereas the licence has applied to the Authority for permission to lay utility services NH-552(ext.) On 313+395 Bus stand crossing,313+395 to 313+095 Bus stand to police station,313+095 to 311+075 Police station to PWD Rest house, (along LHS) Total section length RoW applied for 2km 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 witnessed that in consideration of the condition hereinafter contained and on the part of the license to be observed and performed, the Authority hereby grants to the license permission to lay the utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- 1. RoW permission is 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 to grant shall be restricted only to the extent to provision/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 accountable or liable in any manner.

The litensee shall be responsible for undertaking all activities including, but not limited to site including, survey, design, engineering, arranging, finance, project management solution, regulatory approvals & necessary clearance, 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 @ Rs._____/sq. m / month to the Authority. The license fee shall become payable from the date of handling over of RoW land to the licensee, for lying of utilities/cable/pipelines/conducts for infrastructure/ service provider. As regards tariff and terms and conditions for providing common utility ducts along National Highway, 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 of 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 MoRTH is to provide a 2.00 m wide utility corridor on either side of extreme edge of RoW. In cases where utility ducts with sufficient spaces 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 embankment and clear of the drains.

MPUDCL-PIU Chambal (Morena)

- 8. The licensee shall make his own arrangements 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 arrangements with all details shalt 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 interface with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be done 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 I landscape 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 conducts specially built for that purpose. The casing/conduit pipe should as minimum, extend from drain in cuts and toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specification of the Ministry.
- 12. Existing drainage structure shall not be allowed to carry the lines across_

The op the casing/conduit pipe containing the utility services to cross the road shall be at least 12m 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 clearance is given in Attachment.

- 14. The finity services shall cross the national highway preferable on a line normal to it or as crearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed 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 60ems wider than the outer diameter of the pipe. Filling of the trench shall confirm to be 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 be 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.

P.M. MPUDCL-PIU Chambal (Morena)

- 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 specification 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 the same condition as it was before digging the trench, cleaning 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 works 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 construction 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. 100/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 etc. In case of the licensee flailing 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 in invoked as mentioned above, the licensee shall require to replenish and reinstate the required Performance Bank Guarantee with 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 related the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the Row facility.
- 21. The licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities/ underground installation /facilities etc. the licensee shall ensure 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 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 replacements sought for, at the cost and risk of the licensee. The

MPUDCL-PIU Chambal (Morena) concerned agency in coordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.

- 24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall he 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 damages 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 damages are caused to the road pavement in this process, the licensee will be required to restore the road to the original condition as its cost. If due to unavoidable reason the roads need to be cut for crossing or laying utility service, 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 days in advance with route details prior to digging trenches, for fresh or maintenance/repair work. 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/pipelines.
- 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 exit. 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 of to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land/property shall be deemed to have been constructed and continued only by the consent and

MPUDCL-PIU Chambal (Morena) permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefensible by lapse of time.

- 34. The licensee shall bear the stamp Duty Charged on this Agreement.
- 35. There copies of 'as laid drawing' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of pipeline in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The licensee shall allow free access to the site at all times to the authorized 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 licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specification 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 by such cancellation not shall it be absolved from any liability already incurred.
- 38. The licensee shall ensure adherence to relevant Indian Standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and en nomic design, construction, commissioning, operation, repair and maintenance of any sart of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take accounts of:

(a) Operation, repair and maintenance guidelines given by the manufacturers.

b) The requirements of Law.

The physical conditions at the site, and de 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 execution the work.
- 40. While laying utilities services, at least one lame of roads shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be considered. If any traffic diversion works are found necessary during the working periods 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 to the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produces due to excavation of trenching at least 50m away from the edge of the RoW.

P.M MPUDCL-PIU Chambal (Morena)

- 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 concessionaire due to such laying/shifting of utilities 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. MoRTH/NHAI / implementing authorities for the project shall be liable to the concessionaire in any way in this regard.

This agreement has been executed in duplicate, each on a stamp paper. Each party to this Agreement has retained one stamped copy each.

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

Signature of Applicant SIGNED, SEALED AND DELIVERED BY

| National Highway Authority of India |
|-------------------------------------|
| (FOR AND BEHALF OF PRESIDENT |
| OF INDIA) |
| |

MPUDCL-PIU Chambal (Morena)

In the presence of (Client/employer side)

WITENSS:

WITENSS:

١.

1.

2.

2.



मध्य प्रदेश MADHYA PRADESH

BR 474763

ANNEXURE NO. 4

UNDERTANKING

We will relocate Water pipeline/utilities at our own cost, notwithstanding for permission granted within such time as will be stipulated by NMPWD for further expansion or any other development.

P.M.
MPUDCL-PIU
Chambal (Morena)

Authorized Signatory

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शिता **गर्ग रीता गर्ग** सिटी स्टाम्प विक्रेता मुरैना (म.प्र.) लाक्कं0–199/2017

अर्थन स्थान स्थान केंग्र न्यून केंग्र क्यान केंग्र स्थान केंग्र न्यून केंग्र स्थान केंग्र न्यून केंग्र स्थान केंग्र न्यून केंग्र स्थान केंग्र स्थान केंग्र न्यून केंग्र स्थान केंग्य स्थान केंग्र स्थान के



मध्य प्रदेश MADHYA PRADESH

BR 474764



ANNEXURE NO. 5

UNDERTANKING

We, Madhya Pradesh Urban Development Corporation Ltd. (MPUDC) having its regd. Office located at Chambal Division, Room No. 12, Ground Floor, AB Road, Morena-476001, Madhya Pradesh hereby do undertake in reference to our RoW Application for the route NH-552(Ext.) From ________Total section length ROW applied for approx. 2 km in state of Madhya Pradesh.

- If river/ nallah are dry MPUDCL proposes to cross the same by laying GI/RCC pipes at least 1.65m below the river bed. In case of flowing water where MPUDCL cannot cross by Horizontal Drilling method, the same bridge/canal will be crossed by clamping method.
- 2. If clamp is not possible bridge will be crossed by concrete-by-concrete encased GI pipe laid inside the railing on the edge of the bridge.
- 3. All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing MPUDCL will contact department's concerned engineer before taking up the work.
- 4. The department shall not be responsible for any loss or damage to the cable etc, that may occur due to any reasons during/after laying the same.
- 5. In the event of any mis-happening/accidents etc, while carrying laying of cable MPUDCL shall be liable to pay the any type of compensation so claimed.
- 6. MPUDCL shall not cause any damage to the carriagewayof the highway and structure like bridge, culvert, drains, buildings etc, and in case of failure. MPUDCL will be liable to make good the loss caused to the department.

P.M.
MPUDCL-PIU
Chambal (Morena)

अमार भारत होते होते माराय मह में अप्ता प्रायान केल 2114

Dist. Treasury Office NA (MA EL)

2 3 MAR 2024

रीता जर्ग सिटी स्टान्य विकेता ुरैना (ग.प्र.) мюто-199/2017

. बरे रामस क्षा किलो 31-6-29 8 4717 JAINT OTTO Y / Elents 1100 Jhr **जिल्ला**का . . के हात जन्म . किया और जिल्ले एश्लादार संस्मृ है। नोटेरियल रिजाण सीरियल कं 0. 7945

वार्ता विद्यातिक स्वार्ति विद्याति । नार्ति क्षातिक स्वार्ति विद्याति ।

- 7. MPUDCL shall lay the pipeline under the guidance of the department.
- 8. The department shall not be responsible in case the cable lines come in the area under development in future at any time. In such an eventually shifting of the cables etc. shall be the liability of MPUDCL.
- 9. MPUDCL shall be responsible for any damage caused to the tress in the NH-PWD boundary, it will be responsibility of MPUDCL to obtain permission for such likely foreseen/unforeseen damage from the competent Authority.
- 10. In case of some unavoidable circumstance of MPUDCL derives to cross the carriageway, the same shall be done under the guidance of the department and under no circumstances, the carriageway shall be allowed to the damage. The crossing of carriageway shall be allowed with pressure angles only.

While crossing the bridge/culvert, no additional dead load shall be allowed to be added to the existing tructure.

disc of difficulty anywhere in the stretch, MPUDCL shall contact the concerned engineer of the

For MPUDCL,

Authorized Signatory MPUDCL-Plus Chambal (Morena)



मध्य प्रदेश MADHYA PRADESH

BR 474765

प्रमंतीर स्थित असी (स्थाप) नोशे (स्थाकेष मुना (स्थाप)

ANNEXURE NO. 6

UNDERTANKING

We, Madhya Pradesh Urban Development Corporation Ltd. (MPUDC) having its regd. Office located a Chambal Division, Room No. 12, Ground Floor, AB Road, Morena-476001, Madhya Pradesh hereby do undertake in reference to our RoW Application for the route NH-552(Ext.) From ______

Thtal section length ROW applied for approx. 2 km in state of Madhya Pradesh.

- MPUDCL shall be solely responsible liable for full compensation/ indemnification of concerned agency / aggrievedowners for any direct or indirect or consequential damages caused to them/ claims or replacement sought for at our cost and risk.
- 2. Cable would be laid keeping in mind future expansion/4/6 Lanning of the NH. However, we also agree that we shall shift the cable/ducts within 30days (or as specifiedby the respective agency/owner) from the date of the issue of Notice by the concerned owner to shift/relocate the pipeline/ duct in case it is 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 our own cost and risk.
- 3 We will not violate the instruction of MoRTH (Ministry of Road Transport & Highway) New Delhi.
- 4 It is undertaken that the cable will be carried out on the outside of railing /parapets of the bridge/culvert and supported by brackets and fixed outside of the bridge super-structure or as design approved by the Engineer in charge.
- 5. Pipeline will be laid under link road by boring system.

P.M. PIU
Chambal [Morenal

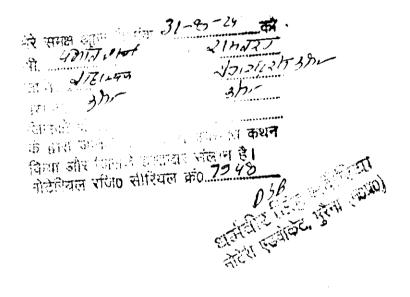
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ीता **रीता गर्ग** सिटी स्टाम्प विक्रेता मुरैना (म.प्र.) व्यातकं0-199/2017



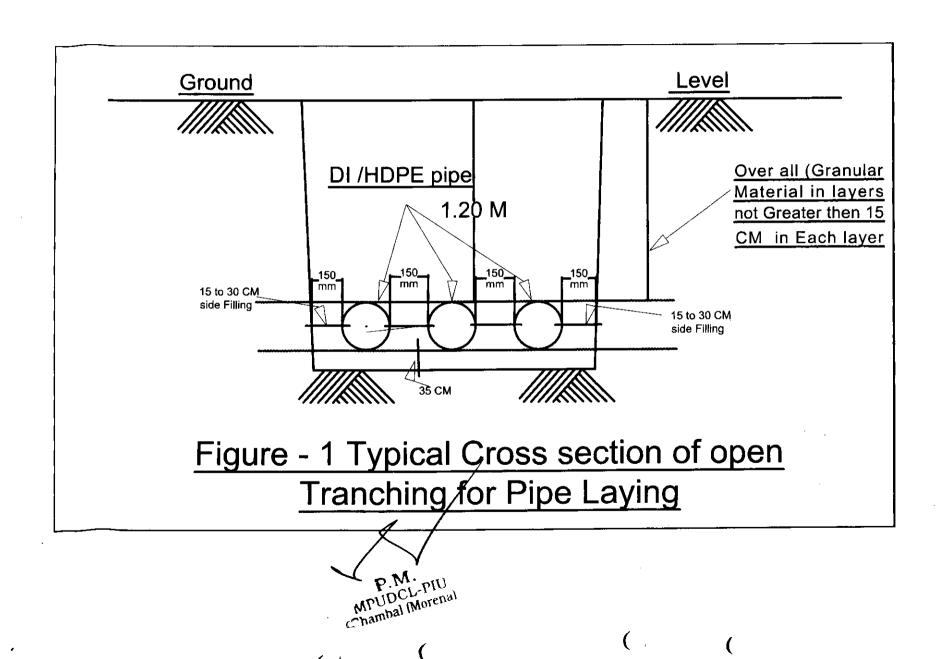
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- 6. The agency will notify the concerned Executive Engineer at least 15 days in advance before digging trenches along with the road.
- 7. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
- 8. Each days the extent of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed in the satisfaction of Engineer in charge.
- 9. The agency shall indemnify the road all the damages, if any, due to the digging of trenches for the laying of the cables.

P.M.

For MPUDC

51 511 ×



ANNEXURE - 8

Methodology of Laying of Water Pipeline - Open Trenching & Trenchless (HDD)

Trenching Method:

Laying of HDPE/DI water Pipeline Along NH-552 (Extn.) along the mentioned route will be done by conventional method/manual and machine trenching method. The dimension of the trench will be 165 cms in depth and .75 mm in width. The pipe laying work will be carried out in phased manner in such a way that after the HDPE/Protection ducts are laid for water pipeline, the trench will be reinstated to its original surface.

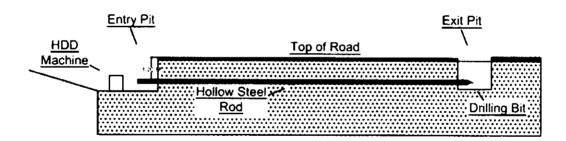
Trench Filling Method:

As a measure of abundant precaution against future settlement and other allied problems. Only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand of the excavated material, compacted in layers not exceeding 250mm when compacted by ordinary power roller/plate compactor. Special compaction equipment like plate compactor, frog hammer will be utilized besides ordinary power router.

Trenchless crossing: HDD Method

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface and has tracking and steering capabilities. In recent years HDD has been the preferred methodology due to several government policies conductive to infrastructure growth.

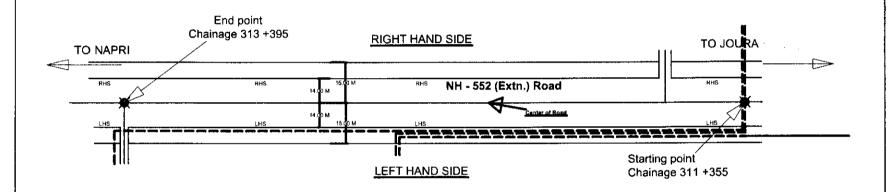
All crossing in the route will be done by Horizontal Directional Drilling Method without disturbing the road surface.



Typical Cross section of Horizontal Direction Drilling

P.M.
MPUDCL-PIE
Chambal (Morena)

Kailaras Town



Name Of Route - Sabalgarh - Morena Road (NH - 552 Extn.)

Project - Improvement To Water Supply Services Under 4J - Package Kailaras, Jhundpura and Joura

Madhya Pradesh Urban Development Client -Company Ltd Bhopal

Proposed Route - Ch: KM 311+355 to 313+395 along LHS

of NH -552 (Extn.) Road

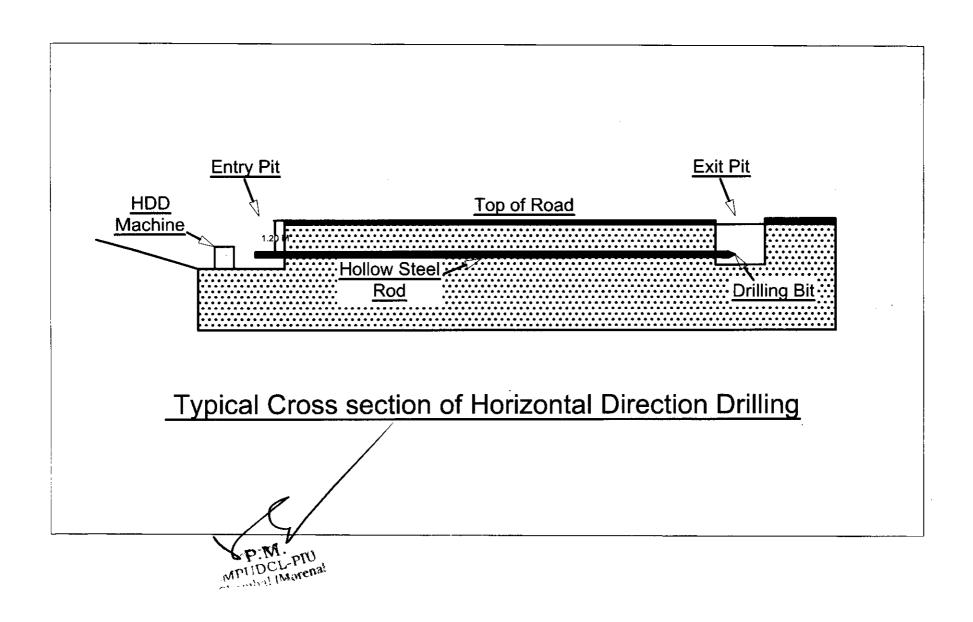
We shall make our one arrangement for crossing cross dranage, Structure, etc below bed.In case, this is not feasible, the duct may be carrid outside the railing/perapets are supproted on bracket fixed to the outside the bridge Super Structure

MPUDCL PIU Chambal (Morena)

Top of The Road Top of Sub Grade 1.20M Top of Sub Grade Casing pipe for Crossing line Carrier pipe for Crossing line

Typical Cross section of Tranch-less crossing of Road (HDD Method)







13-MAY-24

EXECUTIVE ENGINEER
PWD N.H DIVISION, JWALIOR
MADHYA PRADESH -474007

Our reference

: 240BG01241340001

Issue date

: 13-MAY-24

Applicant

: M/s IEL RPP JV (A Joint Venture of Intergen Energy Limited

And RPP Infra Project Limited)

Guarantee amt.

: INR517,500.00

Amt. in words

: INDIAN RUPEES FIVE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED

ONLY

Stated Expiry date

: 04-MAY-25

Stated Claim Expiry date

: 04-MAY-25

Dear Sir/ Madam,

Please find enclosed the captioned guarantee duly issued by YES Bank ("the Bank").

The beneficiary of this guarantee is entitled to confirm the authenticity of this guarantee directly by contacting the issuing branch or any of below controlling office:

YES Bank Limited
NOC Mumbai - BG desk,
lith floor South, R-Tech Park,
Romell Tech Village Pahadi,
NKP Western express Highway,
Road,

YES Bank Limited, NOC Gurgaon - BG desk, PLOT NO 444 UDYOG VIHAR PHASE 5 GURUGRAM

NOC Chennai - BG desk, One Indiabulls Park, 4th Floor, Tower B, Plot No. 14, 3rd Main

YES Bank Limited

Road, Goregaon (East), Mumbai 400063

Ambattur Estate, Chennai - 600 058.

This guarantee is to be returned immediately post its expiry. Please note that any communication/demand under this guarantee should be specifically made by the official who is authorised under the guarantee and should be made in writing to the issuing branch unless otherwise specified in the enclosed guarantee.

HARYANA - 122008

It is confirmed that

1, Mr. / Ms. AARUSHI GERA

2) Mr. / Ms. AMIT JENA

who have signed the above guarantee, are authorised to sign the same on behalf of the Bank.

For YES Bank Limited

(Authorised Signatories

DATE : 13-MAY-24

PLACE : YES BANK LTD - FIRST INDIA PLACE

Yes Bank Ltd. Ground Floor, Block-B, First India Place Mall, MG Road, Gurgaon- 122002 Regd. Office: YES Bank House, Off Western Express Highway, Santacruz (East), Mumbai – 400055,India



Indian-Non Judicial Stamp Haryana Government



Date: 19/04/2024

ertificațe No. G0S2024D4769

GRN No.

115725463



Stamp Duty Paid: ₹ 300

Penalty .₹ 0

(Rs. Zero Only)

<u>Deponent</u>

Name: Yes Bank Ltd

H.No/Floor: Na

City/Village : Gurugram

Phone:

99*****57

Sector/Ward : Na

District : Gurugram

Landmark : Na

State: Haryana



Purpose : BANK GUARANTEE to be submitted at Others

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number ·240BG01241340001 dated 13-MAY-24 issued by us in favour Of M/S EXECUTIVE ENGINEER, EXECUTIVE ENGINEER GWALIOR, on behalf Of M/S IEL RPP JV (A Joint Venture of Intergen Energy Limited and RPP Infra Project Limited)

For YES Bank Limited

Authorised Signatories

Date: 13-MAY-24

Place: YES BANK LTD - GURGAON

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BANK GUARANTEE

To, EXECUTIVE ENGINEER PWD N.H DIVISION GWALIOR MADHYA PRADESH -474007.

- 1. In consideration of agreement for laying of water pipe along and across NH-552 (SH-2 Newly declared National Highway Morena - Sheopur Road) (UG water pipe laying at NH-552 extension between Chainage 311+355 to 313+395) route for distance of (2040+30=2070 mts. including crossing) executive engineer, PWD NH div.-Gwalior(Hereinafter Referred to AS the Principal) and deployment head -MPCG Circle " IEL RPPJV (A Joint Venture of Intergen Energy Limited and RPP Infra Project Limited) Having Office at:A-1, 6th Floor, Pavallion Building, 339/1/2, Mehrauli Road, Gurgaon -122001 (hereinafter called Contractor) we YES Bank Limited, a company incorporated under the Companies Act, 1956 and a Banking Company within the meaning of Banking Regulation Act,1949 and having Registered Office at YES BANK LIMITED, YES BANK House, Off Western Express Highway, Santacruz East, Mumbai - 400055 and one of its branches at Ground Floor, Block-B, First India Place Mall, MG Road, Gurgaon-122002, (Hereinafter Referred to As the Bank) hereby undertaking to pay the principal on a written demand received on our counters at Yes Bank Ltd on or before 04-MAY-2025, an amount not exceeding INR 5,17,500.00 (Indian Rupees Five Lakh Seventeen Thousand Five Hundred Only) against any loss or damage caused to or suffered or would be suffered by the principal, by reasons of any breach of the terms or conditions contained in the side agreement.
 - We, the bank, do hereby undertaking to pay the amount not exceeding INR 5,17,500.00 (Indian Rupees Five Lakh Seventeen Thousand Five Hundred Only) due and payable under this guarantee without any demur, merely on a written demand form the principal received on our counters at yes bank ltd. on or before 04-MAY-2025 stating that amount claimed is on account of making good executed trench for laying of underground cable of proper filling and compaction as to restore the land in the same condition as it was before digging the trench debris/loose earth produced due to execution of trenching however our liability under this guarantee shall be restricted to INR 5,17,500.00 (Indian Rupees Five Lakh Seventeen Thousand Five Jundred Only) we undertaking to pay the principal the guaranteed money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any proceeding pending before any court or tribunal relating there our liability under this present being absolute and unequivocal unless Yes Bank Limited is required to act upon a specific order or injunction or any direction of the court or tribunal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the contractor(s) shall have to claim against us for making such payments.
 - 3. We the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period would be taken for the performance of side agreement and that it shall be continued to be enforceable till all the dues of the principal or by virtue of the side agreement have been fully paid and its claims satisfied or discharged or till the principal certify that the terms and conditions of the side agreement have been fully and properly carried out by the side contractor and accordingly discharge this guarantee or till Claim expiry date 04-MAY-2025, whichever is earlier, we shall be discharged from our liabilities under this guarantee thereafter,



Page 1 of 2

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- 4. The guarantee will not be discharged during its currency due to the change in the constitution of the bank or the contractor.
- 5. We, the bank lastly undertaking not to revoke this guarantee during its currency except with the previous consent of the principal in writing.
- 6. This bank guarantee is valid until 04-MAY-2025.
- 7. our liability under this guarantee is restricted INR 5,17,500.00 (Indian Rupees Five Lakh Seventeen Thousand Five Hundred Only) and shall be valid 04-MAY-2025 and we are liable to pay the guarantee amount or any part thereof under this guarantee amount only and only if you serve upon a claim or demand in writhing received on our counters at yes bank ltd, on or before 04-MAY-2025.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

"Notwithstanding anything contained hereinabove:

- Our liability under this bank guarantee shall not exceed INR 5,17,500.00 (Indian Rupees Five Lakh Seventeen Thousand Five Hundred Only);
- b. This bank guarantee shall be valid only up to 04-MAY-2025;
 - c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand, served by you in accordance with the terms of this bank guarantee, is received by us on or before 5 P.M on or before 04-MAY-2025 at YES Bank Limited, Ground Floor, Block-B, First India Place Mall, MG Road, Gurgaon-122002. Thereafter, your right to claim under this bank guarantee shall be forfeited once and forever and we shall be relieved from all our liabilities hereunder irrespective of whether the original bank guarantee has been returned to us or not."

FOR YES BANK LIMIT

AUTHORIZED SIGNA

PLACE: Gragaous

DATE: 13- May-24

NAME: farughi Les

DESIGNĂTION: (141)

FOR YES BAN

AUTHORIZED SIGNA

PLACE: Gurgan

DATE: 13- may 24.

NAME: Amit gings DESIGNATION: 1/2 1



bharatk@sh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 3008240030013

Dated: Aug 30 2024 4:04PM

Received from MR. PROJECT MANAGER PIUCHAMBAL with

Transaction Ref.No. <u>3008240030013</u>

<u>Dated Aug 30 2024 4:04PM</u> the sum of <u>INR 1307366 (Thirteen Lakhs Seven Thousand Three Hundred Sixty-Six Only)</u> through Internet based Online payment in the account of

<u>License fee for laying of utility services</u>, <u>NH-552(Ext.) CH-311.355 to 313.395</u> <u>LHS, Kailaras Town Morena</u>.

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

Printed On: 30-08-2024 04:5:48