



No. RW/BHP/MP/Canal(1)/2024-25 | 33

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: 05.04.2024

Invitation of Public Comments

Subject: Permission for crossing of canal under the Amiliki distributory at Ch. 213+200 on the project highway Rewa to Hanumana section of NH-30 – Reg.

DM, Rewa, MPRDC vide Memo no. 2517/Rewa-Hanumana/Access/2023 dated 23.02.2024 forwarded therewith a proposal in this office for crossing of canal under the Amiliki distributory at Ch. 213+200 on the project highway Rewa to Hanumana section of NH-30 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. –236548)

(Shubham Kaushal)
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 (BOT), MPPWD, Bhopal-for information.
3. The DM, Rewa, MPRDC -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
4. The **Executive Engineer, Keoti Canal Division-Rewa** - for information with requested to submit the proposal in view of Ministry's circular no. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.



MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LTD.

(Govt. of M.P. Undertaking)

Old PWD, workshop, Chirhula Colony Rewa

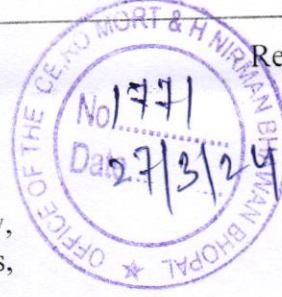
PH: 07662494502, email ID-mprdcruwa1@gmail.com

Memo No 2517/Rewa-Hanumana/Access/2023

Rewa, Dated :- 23/2 /2024

To,

Chief Engineer cum Regional Officer,
Ministry of Road Transport & Highway,
2nd Floor, Nirman Bhawan, Arera Hills,
Bhopal (M.P)



C.E./R.O.
AEE-2
@
27/3/24

Sub :-

DEVELOPMENT OF FOUR LANING OF REWA-HANUMANA (MP/UP BORDER) SECTION OF NATIONAL HIGHWAY NO. 07 ON DBFOT BASIS IN DISTT. REWA IN THE STATE OF MADHYA PRADESH.
REGARDING PROPOSAL OF PIPE CULVERT FOR CANAL CROSSING ACROSS REWA-HANUMANA (NH-30) AT KM 213+200 OF AMILIKI DISTRIBUTORY MINOR.

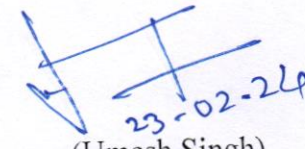
Ref :-

1. Concessionaire's letter no. VEPL/UI/RHRP/1528 dated 14.02.2024.
2. Executive Engineer, Keoti Canal Division letter no. 106 Rewa dated 05.01.2024

With respect to above subject, the proposal for road crossing through Open Trench Method on NH-07 (Rewa-Hanumana MP/UP Border section) was received vide letter in reference (2). The above proposal was forwarded to Concessionaire for required consent after which the Concessionaire vide letter in reference (1) has provided to this office with the consent only to the Trenchless Method (HDD).

Hence, the proposal is hereby being forwarded for perusal and further necessary action please.

Encl. Proposal (in 3 sets) alongwith Concessionaire's consent



(Umesh Singh)
Divisional Manager
M.P. Road Development Corp.Ltd.
Rewa (M.P.)

Endt No/ Rewa-Hanumana/Access/2023

Rewa, Dated :- / /2024

Copy to :-

1. Chief Engineer Ganga Catchment, Water Resource Dept., Rewa (M.P)
2. Executive Engineer, Keoti Canal Division, Rewa (M.P)


Divisional Manager
M.P. Road Development Corp.Ltd.
Rewa (M.P.)

Office of the Executive Engineer Keoti Canal Division Rewa (M.P.)

E-Mail Address – Keoticanal@gmail.com

Memo no. 106

/Work/Bahuti /2024

Rewa, Dated: 5/1/2024

To,

**Divisional Manager,
Madhya Pradesh Road Development Corporation Limited
Division No.1 Rewa (M.P.)**

Sub:- Regarding submission of Drawings for various NH crossing

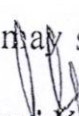
The Following Drawing submitted by agency to this office at various NH crossings listed below: -

1. NH 75 MPRDC Road at Bela Distributary RD 43+450 Km.
2. NH-30 XTRI Rd 212.05 at Amiliki Distributary RD 6+750 Km.
3. NH-30 XTRI at Amiliki Distributary D3-M8 RD 2+30 Km.

Kindly forward them for permission from MORTH. So work may start on the above locations.

Encl.-

1. Proposal along with the checklist in 3 copies.
2. Typical cross-section at crossing


**(Manoj Kumar Tiwari)
Executive Engineer
Keoti Canal Division
Rewa (M.P.)**

Encl no. 107

/Work/Bahuti /2024


Rewa, Dated: 5/1/2024

1. Chief Engineer, Ganga basin water resource department Rewa for information please.
2. Superintending Engineer, Bansagar Canal Circle Rewa for information.

Incl.-

Nil




**(Manoj kumar Tiwari)
Executive Engineer
Keoti Canal Division
Rewa (M.P.)**

* Received files relevant to the NH-30 proposals i.e no. ② & ③.

No. ① file is hereby returned as it is

related to NH-75 not under MPRDC.



Vindhyachal Expressway Private Limited

Registered office : 6th Floor, Kalpataru Synergy, Opp. Grant Hyatt, Santacruz (EAST), Mumbai 400 0
Phone : +91-22-3005150, Fax: +91-22-30051555, CIN : U45203MH2012PTC271978

Ref. No.: VEPL/UI/RHRP/1528

Date: 14.02.2024

To,
The Divisional Manager,
Madhya Pradesh Road Development Corporation Ltd.,
Division 1, Near Old PWD Workshop,
Chirahula Colony, Rewa,
Madhya Pradesh – 486 001.

Project: Four Laning with paved shoulders between Km. 229+800 at Rewa city to Km. 140+600 at MP/UP border in the state of Madhya Pradesh (NH-7) on Design, Build, Finance, Operate and Transfer (DBFOT) Basis.

Subject: Regarding proposal of Pipe Culvert for Canal crossing across Rewa-Hanumana (NH-30) at KM 213+200 of Amiliki Distributory Minor.

- Ref. No.: 1) Concession Agreement dated 25-01-2012.
- 2) MPRDC letter no 2181/Rewa- Hanumana/541/2023 dated 09.01.2024
 - 3) VEPL letter no VEPL/UI/RHRP/1514 date: 24-01-2024
 - 4) VEPL letter no VEPL/UI/RHRP/1502 date: 06-01-2024
 - 5) VEPL letter no VEPL/UI/RHRP/1473 date: 11-10-2023
 - 6) MPRDC letter no. 1113/Rewa-Hanumana/NH-7/2023 dated 01-08-2023 (Received on 09-08-2023).
 - 7) MPRDC letter no. 1191/Rewa-Hanumana/NH-7/2023 dated 04-08-2023 (Received on 09-08-2023).
 - 8) VEPL letter no VEPL/UI/RHRP/1437 dated 16-08-2023.
 - 9) MPRDC letter no. 1347/Permission/Crossing/NH-7/2023 dated 18-08-2023.
 - 10) RW/BHP/MP/Canal crossing (36)/2018-19/1014 dated 21.08.2023.
 - 11) MPRDC letter no. 1387/NHDP-IV/127/2023 dated 21-08-2023.
 - 12) EE Keoti Canal letter no. 3355/Work/NH Crossing/2023 dated 22-08-2023.
 - 13) VEPL letter no VEPL/UI/RHRP/1502 dated 06-01-2024.
 - 14) MPRDC letter no. 2181/Rewa-Hanumana/541/2023 dated 09-01-2024.

Dear Sir,

This is with reference to the Authority letter dated 09-01-2024, wherein the Authority has forwarded us a proposal of EE, Keoti Canal Division, for construction of one no's culvert for canal crossing across the Project Highway at KM 213+200 of Amiliki Distributory Minor, by open trench method.



In this regard, please take reference of our letter 1502 dated 06-01-2024 vide which we had notified your good office that the agency which is executing the works of canal crossing across Project Highway is not adhering to the conditions, subject to which the permission for canal crossing works was given to them at chainage 193 Km of Project Highway, previously.

The said agency had failed to construct the requisite diversion road as per MoRT&H specifications before taking up the works and had not taken adequate safety precautions due to which, about 4 major accidents have happened in the diverted traffic. Moreover, maintenance of the Project Highway stretch allotted to them for canal crossing works was also very poor.

Now, the same agency has submitted a proposal for construction of culvert for canal crossing by open trench method. Please note that, after review of the drawing provided to us in the proposal and in view of these issues faced by us previously with the said agency, we hereby provide our consent for the said works only by boring method (without disturbing the pavement of the Project Highway) and not by open trenching method, subject to following conditions:

- 1) The said works executing agency shall construct the proposed canal crossing structures passing through the Project ROW, without stopping/disrupting traffic on the Project Highway. The said works executing agency shall deploy at its own cost, trained traffic marshals, safety stewards, etc. to manage traffic and shall install necessary signages at the above locations to the satisfaction of the Authority and the Concessionaire, during construction of the aforesaid structure.
- 2) In the event the traffic movement is hampered or completely stalled due to proposed canal construction works, the Authority shall compensate the Concessionaire for all such losses suffered by the Concessionaire due to the foregoing, on the basis of average daily user fee revenue of previous unaffected period.
- 3) The Concessionaire shall not be responsible for any risk or any liability due to any litigations, proceedings, etc. arising out of or related to the canal crossing construction works, which the said agency intends to undertake in the Project ROW.
- 4) The said agency shall inform the time required for construction and road restoration at the proposed location and shall complete the said works in the shortest possible durations.
- 5) After completion of the works at the proposed location, the Agency shall undertake all rectification measures as directed by the undersigned in the Project ROW at its own cost and to the satisfaction of the undersigned and/or the Authority. Any structural damages to the Project Highway or Project Assets are to be repaired by the said agency at its risk and cost. In case the said agency fails to complete the rectification works to the satisfaction of the Authority / Concessionaire, the liability of the risk posed by such deficiency or defect shall be on Authority's account.
- 6) The said agency shall be completely liable for maintenance from the period of construction till defects liability period of two years after restoration, in such a manner that above proposed canal crossing location is maintained to ensure smooth riding surface. The Authority to acknowledge that the Schedule-K timeline for rectification of defects / deficiencies shall not be applicable at the locations where canal crossing works are to be undertaken, till the Agency completes the restoration works to the satisfaction of the Concessionaire / Authority.
- 7) The agency has to make necessary safety arrangement such as Metal Beam Crash Barriers / RCC wall in order to avoid any accidents. The agency shall be liable for any



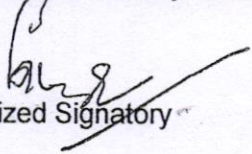
accidents in the Project Highway stretch in discussion, which are caused as a result of failure of the agency to adhere to safe working practices. The entire onus of performance of the proposed canal structure shall be with the agency during the balance Concession Period for the subject Project Highway.

- 8) The agency shall be liable to keep the utilities safe and in undamaged condition which are discovered in the Project ROW. Any diversion of utilities shall be carried out after approval of the Authority / Concessionaire at the risk and cost of the agency.
- 9) The electricity shall be procured by agency at its own cost and in case any electricity theft is observed, the Authority shall compensate the Concessionaire for its losses.
- 10) The said agency shall deposit an adequate amount towards Security Deposit with the Authority, which shall be used for the purpose of rectification of defects if the said agency fails to rectify notified defects within their Defects Liability Period of two years from the date of completion of restoration works.

Thus, the Authority may treat this letter as our consent for proposed canal works **subject to aforementioned conditions and provided the said agency executes the proposed works by boring method and not by open excavation method.**

Thanking you and assuring you of our best services at all times.

Yours faithfully,
For **Vindhyachal Expressway Private Limited,**


Authorized Signatory

CC:

- 1) The Chief Engineer (BOT) MPRDC Bhopal.
- 2) The Team Leader, M/s. Yongma Engineering Co. Ltd, V- PRA Infra Private Limited, 08, Janki Residency, Near Mandakini Square, Kolar Road, Bhopal (M.P.) 462042.

CHECK LIST

Guidelines for Project Directors for processing the proposal for laying water pipe line in the land along, across NH/ SH/ MDR vested with MPRDC

1. Relevant Circular 1 Ministry Circular No. NH-41 (58)/68 Dated 3 1-01-1969

2. Ministry Circular No. HN-III/p/66/76 Dated 18/19-11-1976

3. Ministry Circular No. RW/NJ-11 1/p/66/76 Dated 01-05-1982

4. Ministry Circular No. RW/NH/11037/1/86-DO(ii) Dated 28-07-1993

5. Ministry Circular No. RW/NH/11067/1/86 DOI Dated 19-01-1995

6. Ministry Circular No. RW/NH/34066/2/95/S&S Dated 25-10-1999

7. Ministry Circular No. RW/NH/34066/7/2003 S&R Dated 17-09-2003

CHECK LIST FOR GETTING APPROVAL FOR CONSTRUCTION OF PIPE CULVERT ON NH LAND

Sr No	Item	Information/Status	Remarks
1	General Information	Permission for crossing of pipe culvert at Km on NH-30 near village Joginhai	
1.1	Name and address of the applicant	Executive Engineer, Keoti Canal Division Rewa, Bansagar saman colony Rewa	
1.2	NH/SH/ MDR Number	NH-30	
1.3	State	Madhya Pradesh	
1.4	Location	near village Joginhai	
1.5	Chainage in KM	Km	
1.6	Length in meters	8.00 m (L)	
1.7	Width of available ROW	Existing ROW (60m)	
	A. Left Side from center line (towards increasing chainage/ km direction)	30.00 m	
	B. Reft Side from center line (towards increasing chainage/ km direction)	30.00 m	
1.8	Proposal to construct pipe culvert for crossing of distributory canal		
	A. Left Side from center line (towards increasing chainage/ km direction)	30.00 m	
	B. Reft Side from center line (towards increasing chainage/ km direction)	30.00 m	
1.9	Proposal to aquire land		
	A. Left side of the center line	Nil	
	B. Right side of the center line	Nil	
1.10	wheather proposal is in the same side where land is not to be aquired. If not then where to lay the pipeline	Yes	
1.11	details of already laid services. If any along the proposal route	Nil	
1.12	Number of lanes (2/4 or 6/8) existing	4 lane work already completed	
1.13	Proposed number of lanes(2 lane with paved shoulders of 4 or 6/8 lane)	Nil	
1.14	Service road (exisiting or not) Y/N, if yes then which side	No	
	A. Left side from center line (width)	Yes	
	B. Right side from center line (width)	Yes	
1.15	Proposed service road		
	A. Left side from center line (width)	Nil	
	B. Right side from center line (width)	Nil	
1.16	Wheather proposal to lay water pipeline is beyond the service road of between the service road and main carriageway	In the whole stretch of the main carriageway	

1.17	The permission for laying of water pipeline shall be considered for approval/rejection based on ministry circular mentioned as above	N.A.	
	A. Carrying of sewage gas pipeline on highway/bridges shall not be permitted as fumes/gases pipes can accelerate the process of corrosion or may cause explosions, thus being much more injurious than leakage of gas	N.A.	
	B. Carrying of Gas pipeline on bridges shall also be discouraged, however if the gas authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized the may be permitted to carry the pipeline in independent superstructure supported on extended portions of piers and abutment in such a manner that in the final arrangement enough free space around the superstructure of the bridge remains available for inspection and repairs etc	N.A.	
	C. Cost of required extension of the sub-structure as well as that the supporting superstructure shall be borne by the agency in charge of the utilities	Yes	
1.18	D. Services are not being allowed indiscriminately on the parapet/any part of the bridge. Safety of the bridges has to be kept in view while permitting various services along bridge approvals are to be accorded in this regard with the concurrence of the ministry's project chief engineers only	Yes	
	Is crossing of the road involved, if yes. it shall be either encased in pipelines or through structure or conduit specially built for the purpose at the expenses of the agency owning the line	N.A.	
	A. Existing drainage structure shall not be allowed to carry the lines	Agreed	
	B. Is it on a line normal to NH	Yes	
	C. Crossing shall be too near the existing structure on the National Highway. The minimum distance being 15m. What is the distance from the existing structure	50 m	
	D. The casing pipe (or conduit pipe in case of electric cable) carrying the utility line shall be of steel cast iron or reinforced	N.A.	
	Cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable	N.A.	
	E. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path	N.A.	
	F. The casing/conduit pipe shall be sealed from drain to in cuts and toe of slope in the fills	N.A.	
	G. The top of the casing/conduit pipe should be at least 12m below the surface of the road subject to being at least 03m below the drain invert	N.A.	
	H. Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type	N.A.	
	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	N.A.	
1.18.1	if crossing of the road involved, total no of crossing	One	
1.18.2	Location of the crossing	near village Joginhal	
1.18.3	total crossing charges @ 1.00 lakhs per crossing	-----	
1.18.4	deposit details of crossing charges	-----	
	i) demand draft no & date	-----	
	ii) issuing bank	-----	
	iii) valid upto	-----	

2	documents/ drawing enclosed with the proposal	Drawing Attached	
2.1	cross section showing the size of the trench for open trenching method if is normal size of 12 deep x 3 m width	24 Nos.1 ROW x 1200 mm dia NP4 Pipe L X W	
	(i) Should not be greater than 60cm wider than the outer diameter of the pipe	N.A.	
	(ii) Located as close to the extreme edge of the right of way as possible but not less than 15m from the center lines of the nearest carriage way	N.A.	
	(iii) Shall not be permitted to run along the National Highway when the road formation is situated in double culling nor shall these be laid over existing culverts and bridges.	N.A.	
	(iv) These should be so laid that their top is at least 0.6m 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	N.A.	
2.3	Strip plan/route plan showing water pipe line Chainage, width of ROW, distance of proposed cable from the edge of ROW, important mile stone, intersections cross drainage works etc.	Yes. Attached in the annexure	
2.4	Methodology for laying of water pipe line	NP4 Pipe	
2.4.1	Open trenching method (may be allowed in the utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type, if yes methodology or refilling of trench	Yes	
	A. The trench width should be at least 30cm but not more than 60m wider than the outer diameter of the pipe	Yes	
	B. For filling of the trench. Bidding shall be to a depth of not less than 30cm. It shall consist of granular material. Free of lumps clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material	Yes	
	C. The backfill shall be completed in two stages	Yes	
	(i) Side fill to the level the top of the pipe and	Yes	
	(ii) Overfill to the bottom of the road crust	Yes	
	D. The side fill shall consist of granular material laid in 15m layers each consolidated by mechanical tamping and controlled additional concerned agency	Yes	
5.2	Renewal of bank guarantee	Yes	
5.3	Confirming all standard condition of MPRDC's guidelines	Yes	
5.4	Shifting to water pipeline as and when required by MPRDC at their own cost	Yes	
5.5	Shifting due to widening of Road	Yes	
5.6	Indemnity against all damages and claims	Yes	
5.7	Traffic movement during laying of water to be managed by the applicant	Yes, will be managed by the agency	
5.8	It any claim if raised by the Concessionaire (if any) then the same has to be paid by the Applicant	Yes, will be paid by the agency	
5.9	Prior approval of the MPRDC shall be obtained before undertaking any work of installation, shifting or repairs of alteration to the showing water pipe line located in the right of ways	work will be started after the approval from competent authority	
5.10	Expenditure if any incurred by MPRDC for repairing any damage cause to the Road by the laying maintenance or shifting of the water pipe line will be borne by the agency owning the line	Yes, all the expenditure will be borne by the agency	
5.11	If the MPRDC consider if necessary in future to move the utility line for any work of improvement or repairs of the road. It will be carried out as desired by the MPRDC or the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given	Yes, agreed	

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	Certificate - Attached Annexure -A	
	(ii) For future widening/ development work: "we do undertake that will relocate service road/approach road utilities at nn own cost notwithstanding the permission granted withinsuch time as well be stipulated by MPRDC"	Certificate - Attached Annexure -B	
6	Who will sign the agreement on behalf or water pipe line agency	Executive Engineer, Keoti Canal Division Rewa, Bansagar saman colony rewa	
7	Certificate from the Divisional Manager		
7.1	Certificate for confirming of all standard condition issued, vide Ministry circular no. NH 41/ (58)/68 Dated 31-01-1969. Ministry circular no. NHII/P/66/76 Dated 18/1/1976. Ministry circular no. RW/NH/III/P/66/76, Dated 11-95- 1982, Ministry circular no. RW/NH-11037/1/88-DOI dated 02 07 1993. Minister circular no. RW NH-11037/186/DOI dated 19-01-1995	Yes	
	Ministry circular no. RW/NH/31066/2/O5/S&R. Dated 25 10/1999 and .Ministry circular no. RW/NH-34066/7/2003 S&R (B) Dated 17-09-2003		
7.2	Certificate from DM. MPRDC in the following format: (i) It is certified that any other location of the water pipeline would be extremely difficult and unreasonable costly and the installation of water pipeline with in ROW will not adversely affect the design stability and traffic safety of the highway nor the likely future improvement such as widening of the carriageway easing of curve etc.	Yes attached herewith	
	(ii) For 2/ 4/ 6 laning	4 - laning	
	(a) Where there is feasibility available "I do certify that there will be no hindrance to proposed two/ four/ six lanning based on the feasibility report considering proposed structure at the side location"		
	(b) In case feasibility reports is not available - "I do certify that sufficient ROW is available at site for accommodating proposed two/ four/ six lanning"	Yes	
8	If Road section proposed to be taken up by MPRDC on BOT basis a clause is to be inserted in the agreement "the permitted highway on which licensee has been granted the right to lay water pipe line cable/duct has also been granted as a right to way to the Concessionaire under the concession agreement for up gradation of (----- section from Km-----to Km.....of NH/ SH MDR no. 30 on build, operate and transfer basis) and therefore the licensee shall Honors the same	Clause is inserted in the agreement	
9	Who will supervise the work of laying of water pipeline	Applicant	
10	Who will ensure, that the defects in road portion after laying of water laying of waler pipeline are corrected and if not corrected then what action will be taken ?	Applicant	
11	Who will pay the claims for damages done/disruption in working of Concessionaire, if asked by the Concessionaire	Applicant	

Executive Engineer
Keoti Canal Division
Rewa (M.P.)

PIPE CULVERT ON NH-30 XT RI) km at RD 2+30 Km of D3M8 Minor of AmikiDistributory

Enclosure to Ministry of Road Transport & Highways letter No. 33044 / 29 / 2015 /S&R(R) dated 22.11.2013.

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONALHIGHVVA YS

Agreement to las telecom cable OFC cable / electrical cable / pipe line / ducts /Pipe culvert etc. from ----
km to ----- km land.

This Agreement made this 1stday of August (month) of (year) 2023 between Executive Engineer Keoti Canal Division Rewa acting in his executive capacity through DM. MPRDC Division No-1 Rewa (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. KD SINGH. a company registered under the companies Act. 1956 and having its registered Office at Rewa (hereinafter called the "Licensee.") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km ----- to -----of NH -30 ROW 60 M.

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

whereas the Licensee has applied to the Authority for permission to lay utility services from Km ----- to Km ----- of road/route up to 8 M of Rewa to Hanumana-Road .

And whereas the authority has agreed to grant such permission for way leave on the NII Row per terms and conditions hereinafter mentioned.

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the authority hereby grunt to the licensee permission to lay utility services as per the approved drawing attached here io subject to the following conditions, namely...

01- Row permission arc 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 the extent of provisions/scope of activities defined in the license agreement for the purpose for which it is granted.--**AGREED--**

Executive Engineer
Keoti Canal Division
Rewa (M.P.)

02- 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 de of the utilities laid by the first user, subject to technical requirement being fulfilled. decision of the authority in relation to fulfillment of technical requirement shall be final and binding in 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 **-AGREED-**

03- 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 approval & 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 infrastructures facilities. **-AGREED-**

04- The licensee shall pay license fees @ Rs/sqm/month to the authority. The licensee 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 regard tariff and terms and conditions for providing common utility ducts along National Highway, there shall be a separate agreement regime. **-NO APPLICABLE-**

05- Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement in case of renewal rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest 15% per annum compounded annually. **-NOT APPLICABLE-**

06- Present policy of the MoR F&H is to provide a 2.00m 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 requirement being fulfilled.—**AGREED**—

07- The utility services shall be laid at the edge of the Row. In case 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 drain. **—AGREED—**

08- 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 laid outside the railing 'parapets and the bridge superstructure' The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned highway administration, additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.—**AGREED-**

09- In exceptional cases, where Row is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the licensee.

-NOT APPLICABLE-

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- 10- It is to be ensured that al no nine then? is interference with the drainage of the road land -and maintenance of the National Highway I awards this the top of the utility services shall he at least 0.6 Mtr. Below the ground level. However any structure above ground shall be aesthetically provided lor 7 landscaped with required safety measures as directed by the concerned authority. -AGREED-
- 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 to drain in cuts and toe of slope io toe of sloe in the fills and shall be designed in accordance with the provision of IRC and executed following the specification of the ministry —AGREED—
- 12- Existing drainage structure shall not be allowed to carry the lines across. —AGREED—
- 13- The top of the casing/ conduit pipe containing the utility services to cross the road shall be at least 1.2< below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3M below the drain inverts. A typical sketch showing the clearancesis given un attachment.-AGREED-
- 14- The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable -AGREED-
- 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. -AGREED-
- 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 60cins wider than the outer diameter of the pipe. Filling of the trench shall conform to the specification contained here-in-below or as supplied by the Highway authority. -AGREED-
- a. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced 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 m 15cm layer each consolidated by mechanical lamping and controlled addition of moisture to 95% of the proctor's Density. Overfill shall be compacted to the same density as the material that

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had been removed. Consolidation by saturation or pending will not be permitted.

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

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

18- All required restoration work subsequent to lying of the cable shall be required to be undertaken by the licensee at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards. --AGREED--

19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs per route meter Rs per sqm with a validity of one year initially (extendable if required if 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 damage caused to other ungrounded installation/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 installation work, the authority shall have a right to make good the damages caused by excavation, at the cost licensee and recover the amount by forfeiture of the Bank Guarantee. --AGREED--

20. In case the performance Bank Guarantee is invoked as mentioned above, the licensee shall be required to replenish and reinstate the required performance Bank Guarantee within one month of such invoked. 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 month 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 by them by reason of the exercise of the Row facility. --AGREED--

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/ and to this original condition at his own cost and risk. --AGREED--

22. The licensee shall be responsible to ascertain from the respective agency in co-ordination with authority, regarding the location of other utility /underground installation /facilities etc. the licensee shall ensure the safety and security of already existing underground installation util facilities lilies 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-utility facilities etc. --AGREED--

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 south 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 --AGREED--

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24- If the license 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-AGREED-

25- Grant of license is subject to the licensee satisfying (a) minimum disruption of 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 roads and try to carry out live work by trenchless technology. In case any damage is caused to the road pavement in this process, the licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reason the road needs to be cut for crossing or laying utility services, the licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards. In case of the licensee failing to discharge the obligation of making good of the excavated trench or 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. -AGREED-

26- The licensee shall inform/give a notice to the concerned agency designated by the authority at least 15 days in advance with 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 —AGREED-

27- Each day. The extent of digging the trench should be strictly regulated so that utility services are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the authority. -AGREED-

28- The licensee shall indemnify the concerned agency in co-ordination with authority, against all damages and claims, if due to the digging of trenches for laying cable/duets. —AGREED-

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 default exists. In case of renewal, rate prevailing at the time of renewal shall be changed. Delays in deposit of fee attract interest @ 15% per annum compounded annually.—AGREED-

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. -AGREED-

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 -AGREED-

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 ROW will be permitted for any purpose other than that specified in the agreement.—AGREED—

33- During the subsistence of this agreement, the utility services located in highway land property shall be deemed to have been constructed and continued only by the consent and permission of the authority so that the

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Kwall (M)

right of the licensee to the use thereof shall not become absolute and indefeasible by lapse of time-AGREED—

- 34- The licensee shall bear the stamp duty charged on this agreement.-AGREED-
35. Three copies of as laid drawing of utilities (hard and sort copies) with geo-tagged photographs and geo-tagged video recording of laying of cables in the trench (with respect to the Nib and after complete restoration shall be submitted to the authority for verification and record within a month of completion of work.
-AGREED-
36. The licensee shall allow free access to the site at all times to the authorized representatives of authority to inspect the project facilities and to investigate any mailer within their authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
—AGREED—
37. The utility services shall not be made operational by the licensee unless a completion certificate services has been laid in accordance with the approved specifications and drawing and the trenches have been Tilled 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 lime by authority for breach of any condition of the same and the licensee shall neither be entitled io any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred. —AGREED-
38. The licensee shall ensure adherence to relevant Indian standards and follow best industry practices. Method 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, method and standards shall be adjusted as necessary to take account of:
- a. Operation, repair and maintenance guidelines given by the manufactures. —AGREED-
 - b. The requirements of law
 - c. The physical conditions ai the site. And
 - d. The safely of operating personnel human beings.
39. The licensee shall haw to provide safely measures like barricading danger lighting and other necessary caution boards while executing the work. —AGREED-
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times incase 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. —AGREED—
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 loose the right to

[Signature]
Executive Engineer
K. Joti' Casual Division
Rewari (M.S.)

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.

—AGREED—

42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all. —AGREED—

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

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 REPRESENTATIVE THE DAY AND THE YEAR FIRST ABOVE WRITEN.

SIGNED SEALED AND DELIVERD FOR AND ON BEHALF OF AUTHORITY.

BY SHRI DM. MPRDC DIVISION NO-I REWA

(Signature. name & address with stamp)

SIGNED ON BEHALF OF M/S MPWRD.(LICENSEE)

BY SHRI EXECUTIVE ENGINEER KEOTI CANAL DIVISION REWA

(Signature.

HOLDER OF GENERAL POWER OF ATTORNEY DATED
EXECUTED IN WITH THE RESOLUTION NO.

DATED _____ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON
IN THE PRESENCE OF WITNESS).

- 1- *Dy. Insp. Shrivastava
Rewa (M.P.)*
- 2.- *[Signature]*

Proposal of Pipe culvert for canal crossing across Rewa Hanumana
(NH 30) MPRDC Road. RD. Km at RD 2+300 Km. of Minor D3M8 of Amilki
Distributary

Location:- Highway Crossing Chainage km. Canal Chainage - 2+30 Km.

Introduction:-

Bahuti canal system is under construction to irrigate 65000 Ha culturable land (44500 Ha of Rewa District and 20500Ha of Satna District) of Rewa & Satna District. This project is another milestone, in the field of irrigation for the upliftment of socioeconomic status of farmers of this region. As the state govt. has been kind enough to sanction this project for the farmers and willing to provide benefits of irrigation facility in this Rabi season only. therefore, the canal network must be completed by the end of April-2023 only to release water in the system for irrigation. There is great enthusiasm in the public to get water for the irrigation of their field. so also. the dept. is working hard to fulfil their dreams.

Report:-

The construction of Main canal from chainage 18.00km. to 74.00km. is reaching to its completion and distribution network under construction. Department (WRD) has made its commitment that land will be irrigated through Bahuti canal system & Bela distributary this year and as such construction work on war fighting level is in progress.

In sequence of construction work. 13 Nos. canals (distributary & minors) are crossing MPRDC Highways in different routes as well as at different locations where crossing structures are to be constructed shortly to cross canal discharge across the highways so as to achieve irrigation in the other side area also.

Provisions:-

The canal crossing structure across the road is a Hume pipe culvert with sufficient waterway area to pass the canal discharge. 24 Nos.1 ROW x 1200 mm dia NP4 Pipe has been proposed with full incasing in PCC M- 20having concrete thickness as required for highway pipe culvert.

Construction Sequence: -

- (i) Road diversion will be constructed as per NH norms.
- (ii) Full road will be cut across to a minimum width as required to facilitate construction.
- (iii) Levelling course & P.C.C. will be casted first then pipe will be laid.
- (iv) Encasing of pipe with M-20 P.C.C. (OPC) will then be done and curing assured. (v) Backfill around the pipe & above with required compaction will be done. Then subgrade & pavement will be constructed as follow up.
- (vi) Traffic will be allowed after finishing the pavement in true level & grade.

Executive Engineer
Keoti Canal Division
Executive Engineer

Keoti Canal Division

Rewa (M.P.)