

# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

## National Highways Authority of India

(Ministry of Road, Transport and Highways, Government of India) परियोजना कार्यान्वयन, इकाई. सोलापुर (महाराष्ट्र)

**Project Implementation Unit. Solapur (Maharashtra)** 



No.: NHAI/PIU/SLP/NH-52/OFC Cable/2024-25/4484

Date: 13.03.2025

## **INVITATION OF PUBLIC COMMENTS**

Sub.: Four laning of Solapur- Vijayapur section of NH-13 from Km. 0+000 to Km. 110+542 in the States of Maharashtra and Karnataka under DBFOT basis Phase - III to be executed as BOT(Toll)- Permission for laying of water pipeline along the National Highway NH- 52 (Solapur -Vijayapura Section) in the State of Karnataka - Reg.

Sir

- 1. Executive Engineer, Rural Drinking Water & Sanitation, Division, Vijaypur has submitted for laying of water pipeline along the National Highway of NH-52 on LHS From KM 105.875 to KM 107.862 of HDPE 90 MM Dia, LHS from KM 94.600 to KM 94.850 & RHS KM 94.850 to KM 96.600 of DI 200 MM Dia, RHS From KM 64.855 to KM 65.185 OF HDPE 110 MM Dia, RHS From KM 59.450 to KM 62.180 of HDPE 125 MM Dia and RHS From KM 62.180 to 62.235 KM of 160 MM Dia, LHS From KM 57.050 to KM 57.200 of 300 MM Dia LHS From KM 41.260 to KM 43.180 & Both LHS & RHS From KM 43.180 to KM 43.330 OF HDPE 140MM Dia by Open Trench Method. & 6 No's NH-Crossing at KM-43.330 (HDPE 140mm Dia), KM-53.995 (HDPE 110mm Dia), KM-57.200 (MS 500 MM Dia), KM-65.185 (HDPE 110mm Dia), KM-73.400 (DI 300mm & HDPE 75 MM Dia) & KM-94.850 (DI 200mm Dia) by HDD method in the State of Karnataka.
- 2. As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
- 3. In view of the above, comments of the public on the above application are invited to below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director

National Highways Authority of India Project Implementation Unit, Solapur adjacent to Pune Solapur Highway at Bale, Dist. Solapur. -413255- Maharashtra.

Thanking you,

भवदीय्

(राकेश जवादे) महाप्रबंधक (त) तथा परियोजना निदेशक, भा.रा.रा.प्रा., इकाई. सोलापूर.

Copy to:-

- i. CGM (Tech) RO Mumbai for information please.
- ii. Master file.

प्रधान कार्यालय : नं. जी. 5 एवं 6, सेक्टर-10, ब्रारका, नई दिली - 110 075. दूरभाष : 91-11-25074100 / 25074200 वेबसाईट : https://nhai.gov.in Corporate Office : No. G 5 & 6, Sector 10, Dwarka, New Delhi-110 075 Tel. No.: 91-11-25074100 / 25074200 Web Site : https://nhai.gov.in

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## Govt. of Karnataka Office of the Executive Engineer Rural Drinking Water and Sanitation, Division Vijayapur

Tel. No.: 08352-255841,

E-Mail: eerdwsd.bjp@gmail.com

No: EE/RDW&S/DN/VIJ/MVS/2024-25/ 377

Date:

To,
The Project Director
National Highways Authority of India,
Project Implementation Unit
Solapur.

**Sub:** Permission for laying of water pipeline along the National Highway NH-52 (Vijayapur-Solapur Section)

by Open Trench Method & 6No.s NH- Crossing by HDD method.

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Sir,

With reference to the above subject, we hereby submitting the detailed proposal to lay water supply pipeline along the National Highway NH-52 (Vijayapur-Solapur Section) & 6No.s NH- Crossing at various chainages the proposals are as per the MoRT&H/NHAI Guidelines letter No: RW/NH-33044/29/2015/S&R (R) dated: 22.11.2016 as below

- 1. LHS From KM 105.875 to KM 107.862 of HDPE 90 MM Dia by Open Trench Method.
- LHS from KM 94.600 to KM 94.850 & RHS KM 94.850 to KM 96.600 of DI 200 MM
  Dia by Open Trench Method and 1 Nos. of crossings at KM-94.850 (DI 200mm Dia)
  by HDD method.
- RHS From KM 64.855 to KM 65.185 OF HDPE 110 MM Dia by Open Trench Method and 2 Nos. of crossings at KM-73.400 (DI 300mm & HDPE 75 MM Dia) & KM-65.185 (HDPE 110mm Dia by HDD method.
- 4. RHS From KM 59.450 to KM 62.180 of HDPE 125 MM Dia and RHS From KM 62.180 to 62.235 KM of 160 MM Dia by Open Trench Method.
- 5. LHS From KM 57.050 to KM 57.200 of 300 MM Dia by Open Trench Method and 1 Nos. of crossings at KM-57.200 (MS 500 MM Dia) by HDD method.
- 6. LHS From KM 41.260 to KM 43.180 on Both LHS & RHS From KM 43.180 to KM 43.330 OF HDPE 140MM Dia by Open Trench Method. & 2 No's crossing at KM-KM-53.995 (HDPE 110mm Dia), & KM-43.330 OF HDPE 140MM Dia by HDD method.

So as per the MoRT&H NHAI Guidelines we hereby enclose the Strip plan/Route plan showing chainage, width of ROW, distance of proposed water supply pipeline from the edge of ROW, as per NH chainages.

The Necessary fees will be deposited by DBOT Agency (Shri Shrinivas Construction Pvt Ltd., Ballary) once the intimation for the same will be received.

Therefore we are here with submitting proposals in 5 sets with necessary documents.

Early action in the matter is requested

Attachments: As above

Your's Faithfully

Executive Engineer, RDW & S Division, Vijayapur

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## **CHECK-LIST**

Check list for getting approval for laying of Water Pipeline along/across NH 52. Government of India Guidelines GR No. RW/NH-33044/29/2015/S&R(R) Dtd.22.11.2016

Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
1	General Information		
1.1	Name and Address of the Applicant/Agency	O/o Executive Engineer Rural drinking water & sanitation division Vijayapura	
1.2	National Highway Number	NH-52 (Vijayapura-Solapur Section)	Yes
1.3	State	Karnataka	Yes
1.4	Location	NH-52 (Vijayapura-Solapur Section)	Yes
1.5	(Chainage in Km)	National Highway NH-52 (Vijayapura-Solapur Section) on  1. LHS FROM KM 105.980 TO KM 107.869 OF HDPE 90 MM DIA BY OPEN TRENCH METHOD.  2. LHS from KM 94.675 to KM 94.850 & RHS KM 94.850 TO KM 96.533 OF DI 200 MM DIA PIPE BY OPEN TRENCH METHOD, AND 1 NO'S CROSSING AT KM 94.850 OF DI 200 MM DIA PIPE BY DOMETHOD.  3. RHS FROM KM 64.860 TO KM 65.200 OF HDPE 110 MM DIA PIPE BY OPEN TRENCH METHOD, 2 NO'S CROSSING AT KM 73.450 OF DI 300 MM PIPE & AT KM 65.200 OF HDPE 110 MM DIA BY HDD METHOD.  4. RHS FROM KM 59.465 TO KM 62.100 OF HDPE 125 MM DIA AND RHS FROM KM 62.100 TO KM 62.220 OF 160 MM DIA BY OPEN TRENCH METHOD.  5. LHS FROM KM 57.395 TO KM 57.430 OF 300 MM DIA, ON LHS FROM KM 57+430 TO KM 57+480 OF 550 MM DIA, AND ON RHS FROM KM 57+430 TO KM 57+450 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY HDD METHOD.  6. LHS FROM KM 41.500 TO KM 42.390 & RHS FORM KM 42.390 TO KM 43.130 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA AND AT KM 53+960 OF HDPE 110 MM	Yes
1.6	Length in Meters	DIA, BY HDD METHOD. 8942 Mts	The total length is around
1.7	Width of available ROW (proposed)	60 Mts (varies along the road)	8942 Meter Yes
	(a) Left side from center line towards increasing chainage / km direction	30 Mts (varies along the road)	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(b) Right side from center line towards increasing chainage / km direction	30 Mts (varies along the road)	Yes
1.8	Proposal to Lay the water pipeline /KM Direction	Yes	-
	(a) Right Side from the center line towards increasing Chainage	Yes	Yes
	(b) Left side from center line towards increasing chainage km direction	YES	Yes
1.9	Proposal to acquire Land	No	NA
	(a) Left side from center line	Land aquation is not required	-
1.10	Whether proposal is in the same side	N.A	N.A
	Where land is not to be acquired  If not then where to lay the water	N.A	N.A
1.11	Details of already laid services, if any, along the proposed route	No laid services Verify	Yes
1.12	Number of lanes (2/4/6/8 lanes) existing	4/2 Lanes	Yes
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)	4 Lanes	Yes
1.4	Service/Slip Road existing or not	NO Ver	Yes
	If yes then which side	N.A	N.A
	(a) Left side from center line	Ner	
	(b) Right side from center line	NAC	
1.15	Proposed Service Road	Yes No	Yes
	(a) Left side from center line	Yes Me	Yes
	(b) Right side from center line	Yes No	
1.16	Whether proposal to Lay the water pipeline is after the service road or between the service road and main carriageway.	After slip road  Enterne Constitution of the c	Yes
1.17	The permission for laying the water pipeline shall be considered for approval / rejection based on the Ministry Circulars as per govt. of India, MoRTH guidelines RW/NH-33044/29/2015/S&(R) on dated-22nd Nov 2016.	Yes, laying they shall be considered for approval being public utility/amenity being got proposal.	Yes. Agreed.
	(a) There should be provision of utility ducts for appropriate category/ Combination of utilities	1) No Provision for duct on this route. 2) Proposed pipeline will be laid as close to extreme edge of ROW as possible.	Yes Proposed pipeline shall be laid close to extreme edge of ROW as possible and/or in designated Utility Corridor.





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(b) The utility services shall cross the national highway preferably on a line normal to it or as nearly show as practicable shall be permitted to cross the national highway either through structure or conduits specially built for that purpose. The casing conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of	Yes, Agreed	Yes
	slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specification of ministry.		
	(c) The casing pipe may be installed under the route embankment either by boring or digging a trench. Installation by boring method shall prefer.	HDD trench as per site conditions & Instruction from NH officials.	Yes
	(d) The casing pipe (or conduit in the case of electrical cable) carrying the utility line shall be of cast iron or Reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipes /cable	Yes, Agreed	Yes
	(e) Ends of the casing/ conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes, Agreed	Yes
	(f) The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope to toe of slope in the fills.	Yes	Yes
	(g) The top of the casing / conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 meter below the drain inverts.	Yes, Agreed	Yes
	(h) Crossing shall be by boring method (HDD) especially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes, Agreed	Yes
	(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 water way along it.	Yes, Agreed	Yes
	(j) Crossings shall not be too near the existing structures on the national highway, the minimum distance being 15Mts from existing structures, what is the distance from existing structures.	Yes,30mts Away	Yes
2	Document Drawings enclosed with the proposal	Enclosed	Enclosed
	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 meter deep X 0.3 meter wide	Yes, Agreed.	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(i) Should not be greater than 60 cm wider	Yes, Agreed	Yes
	than the outer diameter of the pipe.  (ii) Located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the center-lines of the nearest carriageway.	Yes, Agreed	
	(iii) Shall not be permitted to run along the National Highways when the road formation	Yes, Agreed	
	is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.		
	(iv) These should be so laid that their top is at least 1 meter below the ground level so as not to obstruct drainage of the road land.	Yes	1.2 m below the invert level of Drainage
2.2	Cross section showing the size of pit and location for HDD method.	Enclosed	Enclosed
2.3	Strip plan/ Route Plan showing underground water pipeline Chainage, width of ROW, distance of proposed water pipeline from the edge of ROW, important mile stone, intersections; cross drainage works etc.	Enclosed	Enclosed
2.4	Methodology for laying of underground laying of water pipeline.	National Highway NH-52 (Vijayapura-Solapur Section) on  1. LHS FROM KM 105.980 TO KM 107.869 OF HDPE 90 MM DIA BY OPEN TRENCH METHOD.  2. LHS from KM 94.675 to KM 94.850 & RHS KM 94.850 TO KM 96.533 OF DI 200 MM DIA PIPE BY OPEN TRENCH METHOD, AND 1 NO'S CROSSING AT KM 94.850 OF DI 200 MM DIA PIPE BY HDD METHOD.  3. RHS FROM KM 64.860 TO KM 65.200 OF HDPE 110 MM DIA PIPE BY OPEN TRENCH METHOD, 2 NO'S CROSSING AT KM 73.450 OF DI 300 MM PIPE & AT KM 65.200 OF HDPE 110 MM DIA BY HDD METHOD.  4. RHS FROM KM 59.465 TO KM 62.100 OF HDPE 125 MM DIA AND RHS FROM KM 62.100 TO KM 62.220 OF 160 MM DIA BY OPEN TRENCH METHOD.  5. LHS FROM KM 57.395 TO KM 57.430 OF 300 MM DIA, ON LHS FROM KM 57+430 TO KM 57+480 OF 550 MM DIA, AND ON RHS FROM KM 57+430 TO KM 57+450 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY HDD METHOD.  6. LHS FROM KM 41.500 TO KM 42.390 & RHS FORM KM 42.390 TO KM 43.130 OF HDPE 140MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42+390 OF HDPE 140 MM DIA AND AT KM 53+960 OF HDPE 110 MM	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	Yes	Yes
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	Yes
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.	Yes	Yes
	(c) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Yes	Yes
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.	Yes	Yes
	(e)The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	Yes
	(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours.	Yes	Yes
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	Yes
2.4.2	Horizontal Directional Drilling (HDD) Method	6 No's NH-Crossing a 1. KM-42.390 (HDPE 140mmDia) 2. KM-53.960 (HDPE 110mm Dia) 3. KM-57.395 (MS 500 MM Dia) 4. KM-65.200 (HDPE 110mm Dia) 5. KM-73.450 (DI 300mm & HDPE 75 MM Dia) 6. KM-94.850 (DI 200mm Dia) by HDD method.	Agreed







Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
2.4.3	Laying water pipeline through CD works and method of laying	N.A	N.A
3	Draft License Agreement signed by two witnesses	Enclosed	Enclosed
4	Performance Bank Guarantee in favour of MoRTH as per the MORT&H Norms No. RW/NH-33044 /29/2015/S&R (R) DT: 22.11.2016 and also the applicable license fee for the Valid number or Years.	Will be submitted once intimation for the same is provided.	Agreed
4.1	Performance BG for license fee for valid number of years as per above is to be obtained.	Yes	Agreed
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Yes	Shall need to be confirmed.
5	Affidavit Undertaking from the Applicant for	Undertaking Enclosed	Enclosed
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Undertaking Enclosed	Enclosed
5.2	Renewal of Bank Guarantee	Will be done	
5.3	Confirming all standard condition of NHAI guideline	Undertaking Enclosed	Enclosed
5.4	Shifting of underground, the water pipeline as and when required by NHAI at their own cost	Undertaking Enclosed	Enclosed
5.5	Shifting due to 2/4/6 Lanning / widening of NH	Undertaking Enclosed	Enclosed
5.6	Indemnity against all damages and claims clause (xxiv)	Undertaking Enclosed	Enclosed
5.7	Traffic movement during laying of the water pipeline to be managed by the applicant	Undertaking Enclosed	Enclosed
5.8	If any claim is raised by the Concessionaire, then the same has to be paid by the applicant	Undertaking Enclosed	Enclosed
5.9	Prior approval of the MORTH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the water pipeline located in the National Highway right- of-ways.	Undertaking Enclosed	Enclosed
5.10	Expenditure, if any, incurred by MORTH for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the water pipeline will be borne by the agency owning the line.	Undertaking Enclosed	Enclosed







Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
5.11	If the MORTH considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Undertaking Enclosed	Enclosed
5,12	Certificate from the applicant in the following format	Undertaking Enclosed	Enclosed
	(i) Laying of the Water pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.	Enclosed	-
	(ii) for 2/4/6 - lanning "We do undertake that I will relocate service road approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by MORTH "for future four - lanning or any other development."	Enclosed	-
6	Who will sign the Agreement	Executive engineer RDW&S, Division, Vijayapur	Copy of Power of Attorney enclosed.
7	Certificate from the Project Director		Yet to be obtained
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.	Enclosed	Need to be obtained
7.2	Certificate from Executive Engineer, NH Division 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 laying of water pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".  ii) for 2/4/6-lanning (a) Where feasibility is available "I do		Need to be obtained
	certify that there will be no hindrance to proposed 4/6-laning based on the feasibility report considering proposed structures at the said location".  (b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed 4/6 laning".		





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
8	If NH section proposed to be taken up by NHAI on BOT basis a clause is to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right of lay water pipeline / duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of (To Vijayapura) section from Km to Km of NH 52 on Build, Operate and Transfer Basis] and therefore, the licensee shall honor the same."	Yes Agreed	
9	Who will supervise the work of laying of water Pipeline	Officials from Executive engineer RDW&S, Division, Vijayapur office	As per approval of NHAI
10	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.	Officials from Executive engineer RDW&S, Division, Vijayapur office, If Not Done BG to be forfeited and will be rectified by Other Agency under the Supervision of Executive Engineer NH division Vijayapur Executive engineer RDW&S, Division, Vijayapur	Agreed
11	Who will pay the claims for damages done disruption in working of Concessionaire if asked by the Concessionaire?	Executive engineer RDW&S, Division, Vijayapur	Agreed
12	A certificate from Executive Engineer NH division Vijayapur that he will enter the proposed permission in the register of records of the permissions in the prescribed Proforma (copy enclosed).	-	-
13	If any previous approval is accorded for laying of the Water Pipeline, then Photocopy of register of records of permissions accorded as maintained by Executive Engineer NH division Vijayapur then copy be enclosed	-	-



Executive Engineer,

PDW & S. Dept., Vijaypur Division,

WILMPUR

## **METHODOLGY:**

# CONSTRUCTION METHODOLOGY FOR LAYING ALONG THE NTIONAL HIGHWAY OPEN-TRENCH METHOD

Laving utility Services water Pipeline Along the NH

The Utility ducts are not provided. Therefore, the proposed Pipeline will be laid at suitable location preferably as close to the extreme edge of ROW.

The Trench of size is approx. 0.3 TO 1.0 m wide and 1.25 m deep will be made by Open-trench method for laying the Pipeline parallel to road at the extreme edge of the road. The size of Trench will be done as nearly vertical as possible. Then the Pipeline will be laid. The backfilling of the trench will be done as under

- 1. Side fill to the level of the top of the pipe.
- 2. Overfill to the bottom of the road crust.
- 3. The overfilling will be compacted to the same density as the Material that had been removed

The utility services water Pipeline will be laid beyond the toe line of the embankment and drains as close to the extreme edge of the ROW as possible far from center of the road.

It will be ensured no time there is interface with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the Water Pipeline will be laid at least 2mtr Below ground level.

The water pipeline will not be laid over existing culverts and bridges Since there is no provision of duct, the water pipeline will be laid parallel the road by open cut method on the extreme edge of the road.

It will be ensured that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic.

## SITE CLEARANCE & SURVEY

Pipeline corridor is to be cleared for bushes, shrubs if any on either side of the road. Exact reserve width of the particular road is to be marked on the site which may vary depends on the type of road.

#### PIPELINE MARKERSIGN

The pipeline marker as per the standard specification shall be installed at distance of approx. 500mtr.

## TYPICAL ROAD ACROSS THRUST BORED(CASED)

## ROAD CROSSINGS

Road crossing is to be planned in such a way that it should be exactly perpendicular to the road to be crossed and should as minimum as possible in length to reduce the cost time of construction and disturbance to the existing traffic.

## SITE CLEARANCE & SURVEY

Pipeline corridor is to be cleared for bushes, shrubs if any on either side of the road. Exact reserve width of the particular road is to be marked on the site which may vary depends on the type of road.

#### **CASINGPIPE**

Casing pipe is to be provided for the total reserve width of the road. The casing pipe shall be inserted using thrust boring technique to avoid the disturbance to the traffic on the road. The clear cover for the casing pipe should be not less than 1200 mm from the top surface of the road and the side arms. At the same time the clear cover should be not less than 1000 mm from the bottom level of the drain which may be running either side of the road.

#### **CARRIERPIPE**

Coated carrier pipe in 12 m lengths are welded to form a single length which shall be more than the length of casing pipe. After the welding process all the joints shall be tested by radiography for 100%. Once the testing is found satisfactory the uncoated area to each joint are coated at field for anticorrosion after cleaning the area using wire brush and sand blasting. The coating has to be checked for holiday, if any holiday found the same shall be rectified. Before inserting the carrier pipe in to the casing pipe, pressure testing shall be carried out. Approved ring

#### PIPELINE MARKER SIGN

shall be fixed at either side of road reserve width at distance of approximate 500mt. spacers shall be used and the carrier pipe shall be inserted into the casing pipe. The boundary fence and the pipeline marker as per the standard specification.

Now the pipeline with a clear cover of 2000 mm which was done under normal construction shall be jointed at both the ends of pipeline under the road crossing.



#### **INDIA NON JUDICIAL**

## **Government of Karnataka**

#### e-Stamp

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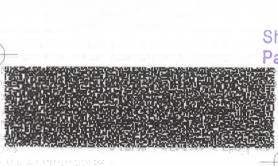
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Please write or type below this line

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

Appendix

## AGREEMENT REGARDING GRANTING or RIGHT OF THE WAY PERMISSIONS FOR LAYING **UTILITY SERVICES ON NATIONALH IGHWAYS**

Agreement to lay water pipeline along the National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110) mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of

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- In case of any discrepancy please inform the Competent Authority.

(500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

This Agreement made this day of month) of (year) **Between, The Project Director, National Highway Authority of India, Project Implementation Unit, Solapur** acting in this executive capacity through (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the part, and **Executive Engineer Rural drinking water & sanitation division Vijayapura, Karnataka,** (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 of NHNO.NH-52 (Vijayapur-Solapur Section) Whereas the Licensee proposes to lay Water pipeline etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay water pipeline along the National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-53.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method. And whereas the Authority has agreed to grant such Permission for way leave on the NH Row as per terms and conditions here in after 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 grants to the licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- 1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway Row is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforce ability the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the Row and any sub sequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the sub sequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all the activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- 4. The Licensee shall pay license fees@ Rs.................../sq. m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of underground Water pipeline for infrastructure/service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.



- 6. Present policy of the MORT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the Row. In case of restricted width of Row, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc.; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases where ROW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority.
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to drain in cuts and toe slope to toe slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/ loose earth produced due to execution of trenching at least 50mm away from the edge of the right of way;



- 18. All the required restoration work subsequent to laying of the water pipeline shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee@ Rs. Per route meter/Rs completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/Unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the Row facility;
- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road /route/highway or construction of flyover/ bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the Respective agency Coordination with Authority, regarding the location of other utilities/ underground Installations/facilities etc. The Licensee shall ensure the safety and security of the Already existing underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already Existing underground installations /utilities/facilities etc.
- 23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/ aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claim s by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of Licensee is subject to the Licensee satisfying(a)minimum disruption of traffic and(b)noda mage to the highways. As far as possible. The Licensee should avoid cutting of the road for crossing highway, and other road sand try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work The Authority shall have a right to make good the damages caused by excavation. At the cost of the Licensee and recover the amount by for feature 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 works. As per rate 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 a utility service 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 digging of trenches for laying cables/ducts.



- 29. Permission to lay utility service is granted a minimum of 5 years at a time which a thereafter be considered for renewal. On payment of an additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal rate prevailing at the time of renewal shall be charged, delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued, and the fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the licensee shall not undertake any work of shifting, repairs or alterations to the utility service 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 here In 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, utility services located in highway land/property a shall be deemed to have been constructed and continued only by the consent and permission of the authority so that the right of the licensee to the use thereof shall not become absolute and in defeasible by lapse of tire.
- 34. The licensee shall bear the Stamp duty charged on this agreement.
- 35. Three copies of 'as laid drawing' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recording of laying cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion works.
- 36. The licensee shall allow free access to the site at all the times to the authorized representatives of Authority to inspect the project facilities and to investigate any matter within their Authority, and upon 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 to the effect that the utility services has been laid in accordance with the Approved specifications and drawing sand trench have been filled up to the satisfaction of the concerned agency in coordination 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 loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standard sand follow best industry practices, met hod sand 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 sand standards shall be adjusted as necessary, to take account of:
  - a. Operation, repair and maintenance guidelines given by the manufacturers,
  - b. The requirements of law, c. The physical conditions at the Site, and
  - d. The safety of operating person ne land human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic At all times. In case of single lane roads, a diversion shall be constructed. If any Traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However, before taking up the work removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the Row.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministryandthedecisionoftheredressmechanismshallbefinalandbindingonall.



43.For Projects, in case of any financial loss in curried by the respective project concession a iresduetosuchlaying/shiftingofutilityservices by the Licensee compensation for the same shall be required to be borne by the Licensee in mutual Agreement with the respective project concessionaires. MORT&H/NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY

Executive Engineer RDW&S (Licensee) on

BY SHRI.

(Signature, name & address with stamp) stamp)

**BY SHRI** 

(Signature, name & address with

IN THE PRESENCE OF

1) Name in full (Signature) with designation

1) Name in full (Signature) with designation

Name in full (Signature)with designation

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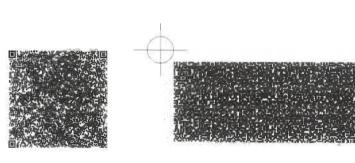
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NATIONAL HIGHWAY AUTHORITY OF INDIA

EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

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Shivagiri Souharda Pattin Sahakari ni.. Vijayapur.

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To The Project Director, National Highway Authority of India, PIU, Solapur

## **UNDERTAKING**

Subject: Permission for laying of water pipeline along the National Highway NH- 52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430

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RDW & S. Dept., Vijaypur Division.

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of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

We hereby undertake that we will be confirming all Standard condition of NHAI/MORT&H guidelines No: RW/NHAI-33044/29/2015/S&R(R) dated 22.11.2016.

We hereby undertake & agree that we shall not damage any other utility, if damaged then we shall pay the losses either to NHAI / MORTH or to the concerned agency.

We hereby undertake that we will renew the Bank Guarantee whenever required.

We hereby undertake the necessary alteration including complete removal shifting of water pipeline shall be carried out at our own cost if so, required by the Ministry for the development of National Highway or in the interest of safety in this section.

We hereby undertake that we give Indemnity against all damages and claims clause.

We hereby undertake that we will provide Safety Measures and Caution boards while executing the work during the laying water pipeline at the cost of us.

We hereby undertake that we will control the Traffic Movements during the execution period and is any traffic diversion necessary will be provided at the cost of us.

We hereby undertake that if any claim is raised by the concessionaire, then the same will be paid by us.

We hereby undertake that we will take prior approval from NHAI/MORTH during any work of Installation, shifting or repairs, or alterations to the water pipeline located in the National Highway rights-of-way.

We hereby undertake that if any damage caused to the NHAI/MORTH during laying, maintenance or shifting of the water pipeline the same will be rectified as per the instructions o. NHAI /MORTH Authorities and the same will be borne by us.

Place:

Date:

RDW & S. Dept., Vijaypur Division,



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## **Government of Karnataka**

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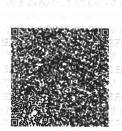
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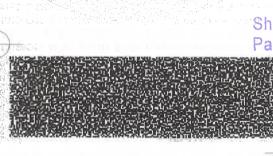
Second Party NATIONAL HIGHWAY AUTHORITY OF INDIA

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To The Project Director, National Highway Authority of India, PIU, Solapur

## **Indemnity Bond**

Subject: Permission for laying of water pipeline along the National Highway NH- 52 (Solapur -Vijayapura Section) We indemnify to the Executive Engineer, NH-Division, Vijayapur, for All damages and claims made by it, if any due to laying of water pipeline along The National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS

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3. In case of any discrepancy please inform the Competent Authority

From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

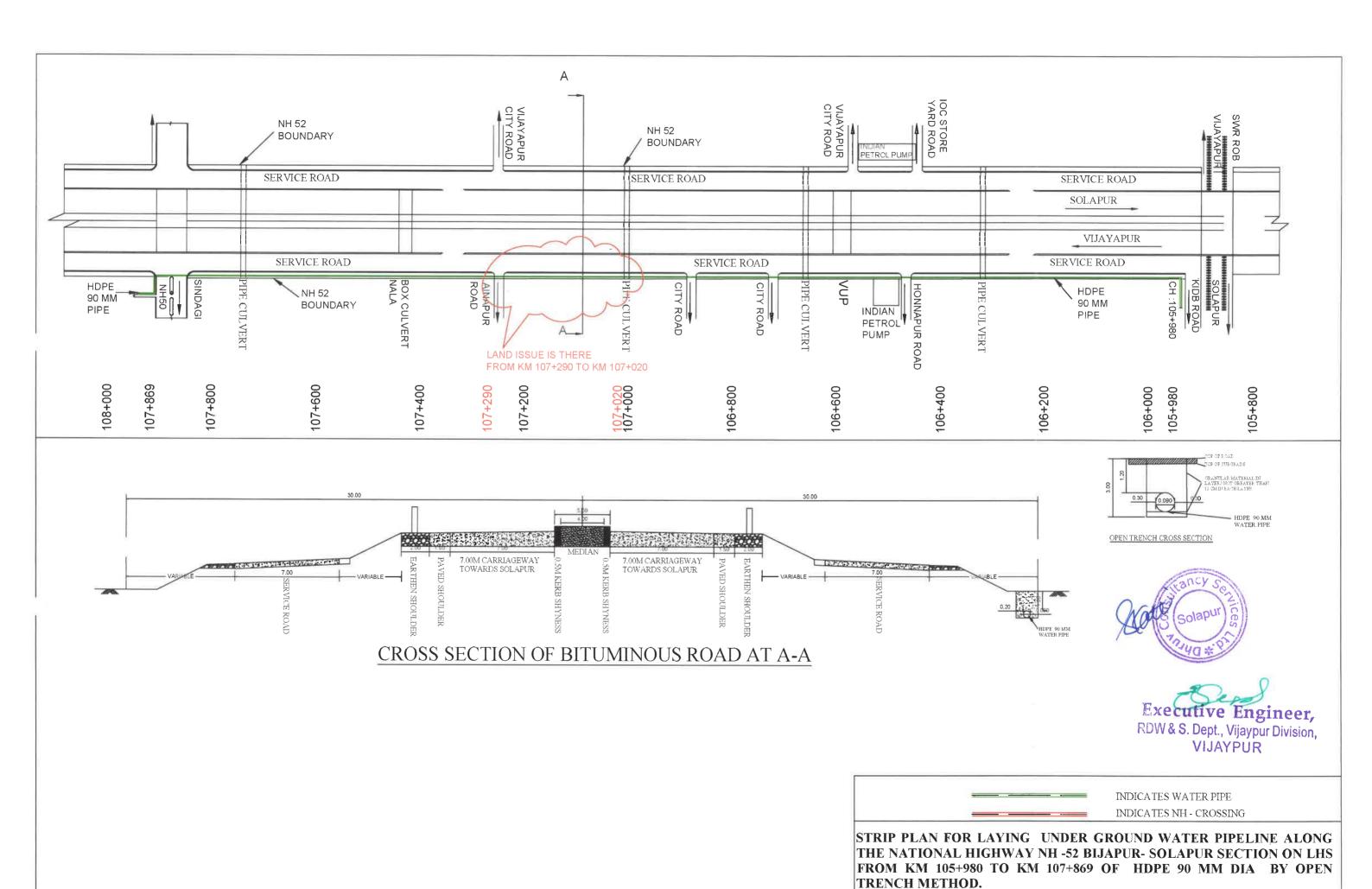
We indemnify to the Executive Engineer, NH-Division, Solapur for all damages and claims made by it if any due to laying of water pipeline along The National Highway NH-52 (Solapur -Vijayapura) on LHS FROM KM 105.875 TO KM 107.800 OF DIA 90 MM, LHS from KM 94.600 to KM 94.800 & RHS KM 94.800 TO KM 96.600 OF DIA 200 MM, RHS FROM KM 65+050 TO KM 65+365 OF 160 MM, RHS FROM KM 62.400 TO KM 62.280 OF 160MM, RHS FROM KM 62.280 TO KM 59.650 OF 125MM & LHS FROM KM 41.720 TO KM 43.330 & BOTH LHS & RHS FORM KM 43.330 TO KM 43.520 OF 140MM Dia by Open Trench Method. & 5 No's NH-Crossing at KM43.330 (140mm Diameter), KM57.230 (500mm Diameter), KM65.185 (110mm Diameter), KM73.400 (300mm Diameter), KM94.800 (200mm Diameter) by HDD method...

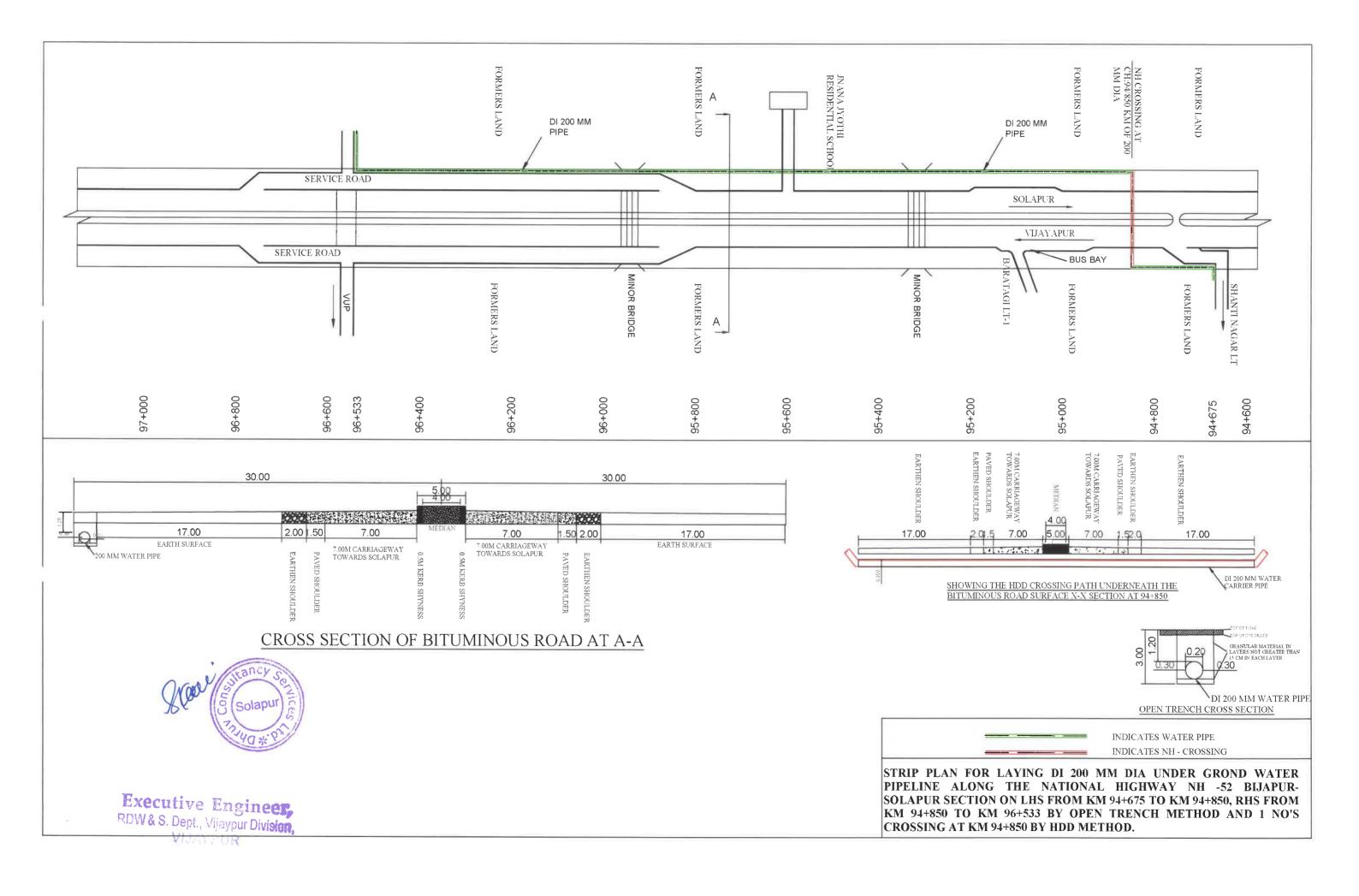
We, hereby indemnify the Executive Engineer, NH-Division, Solapur National Highways, for any mishap/accident/due to poor Maintenance/lack Supervision / malpractices / natural calamities / any other reasons causing loss of Property / life or injury to any person/living beings, shall be wholly responsible for Subsequent Legal action by the suffered party and further legal consequences based On the legal Action/making good for the loss caused due to the above properties at Their own cos. and to Compensate the financial implication for the loss of life or Injury to any person/living beings and NHAI/MORT&H will not be responsible for Such loss of property/life or injury to any person/living beings Or any other cause attributable to the laying operation & maintenance of water pipeline NHAI/MORTH shall not be liable for any consequential loss or damage in the event of any disruption or breakage in the laid pipeline. Further same will be rectified as per the specifications and directions of NHAI/MORTH at own cost and risk.

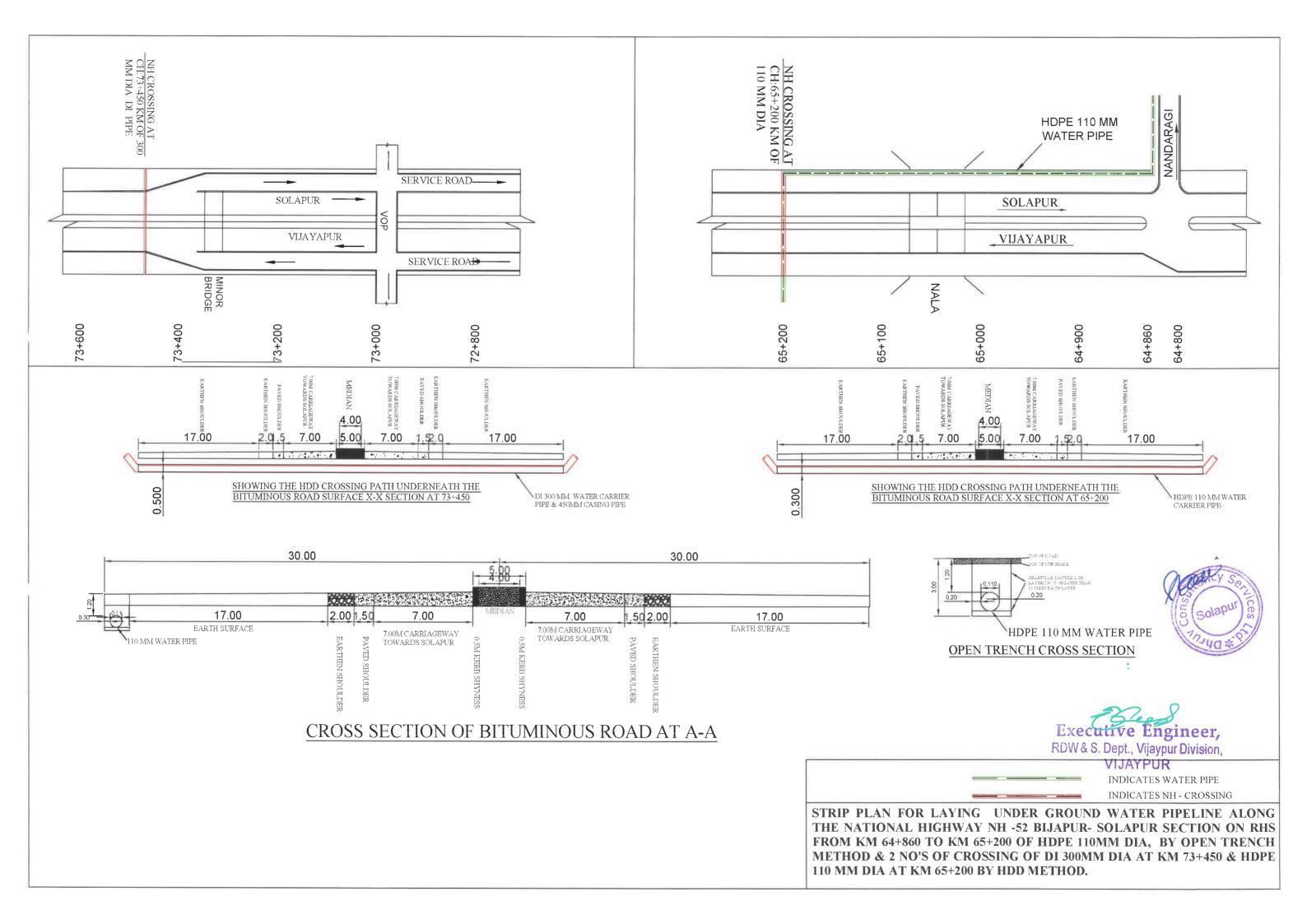
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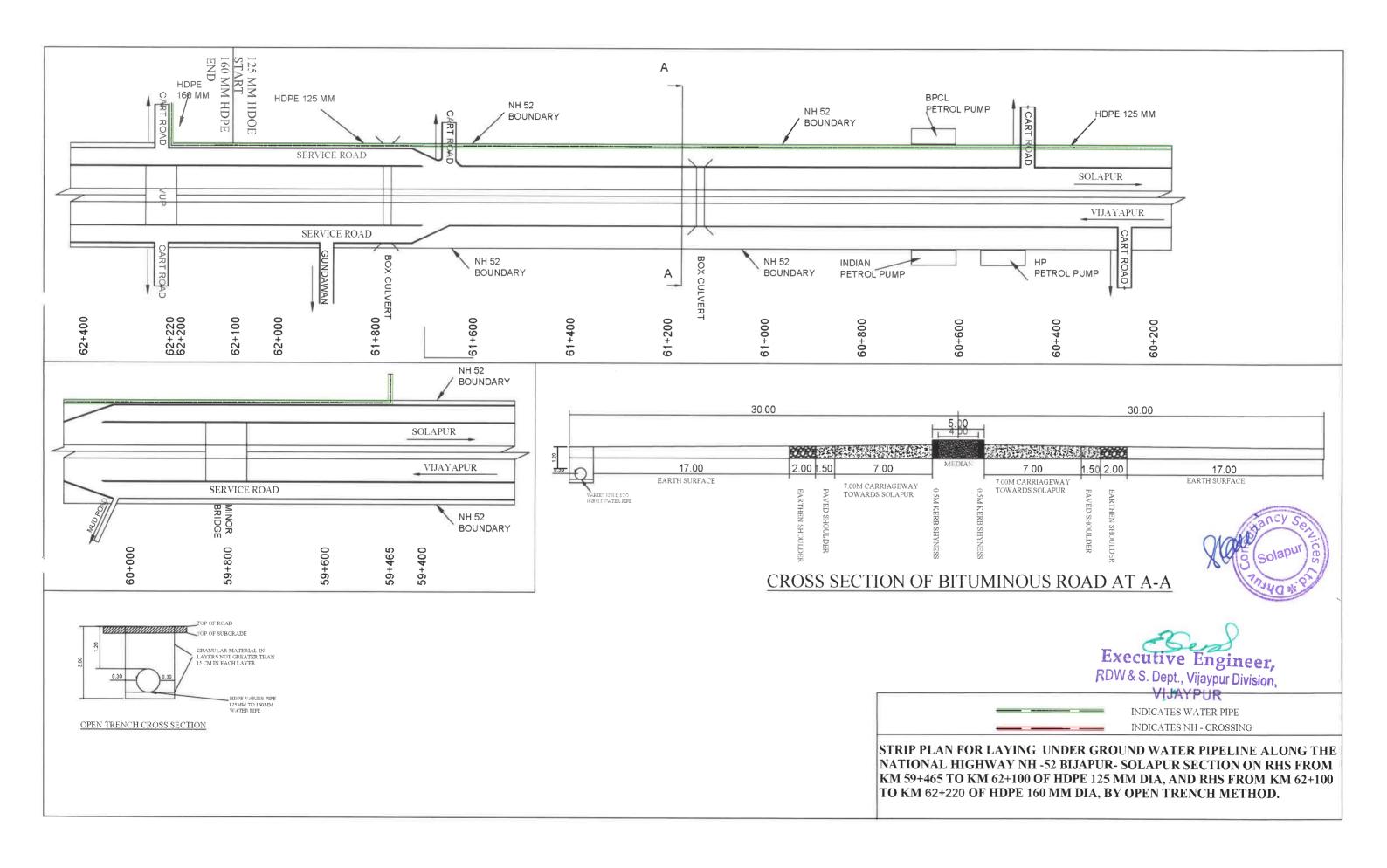
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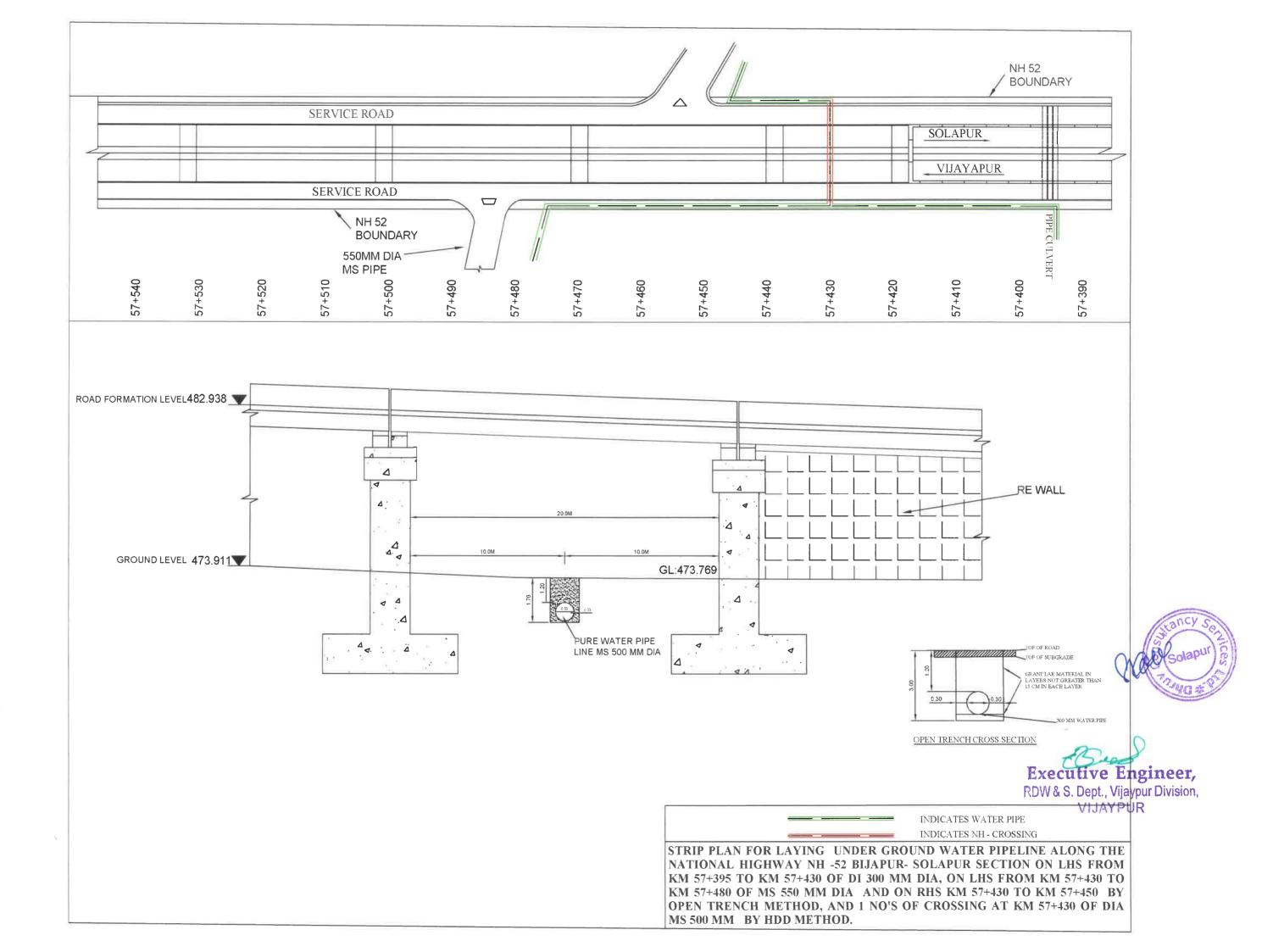
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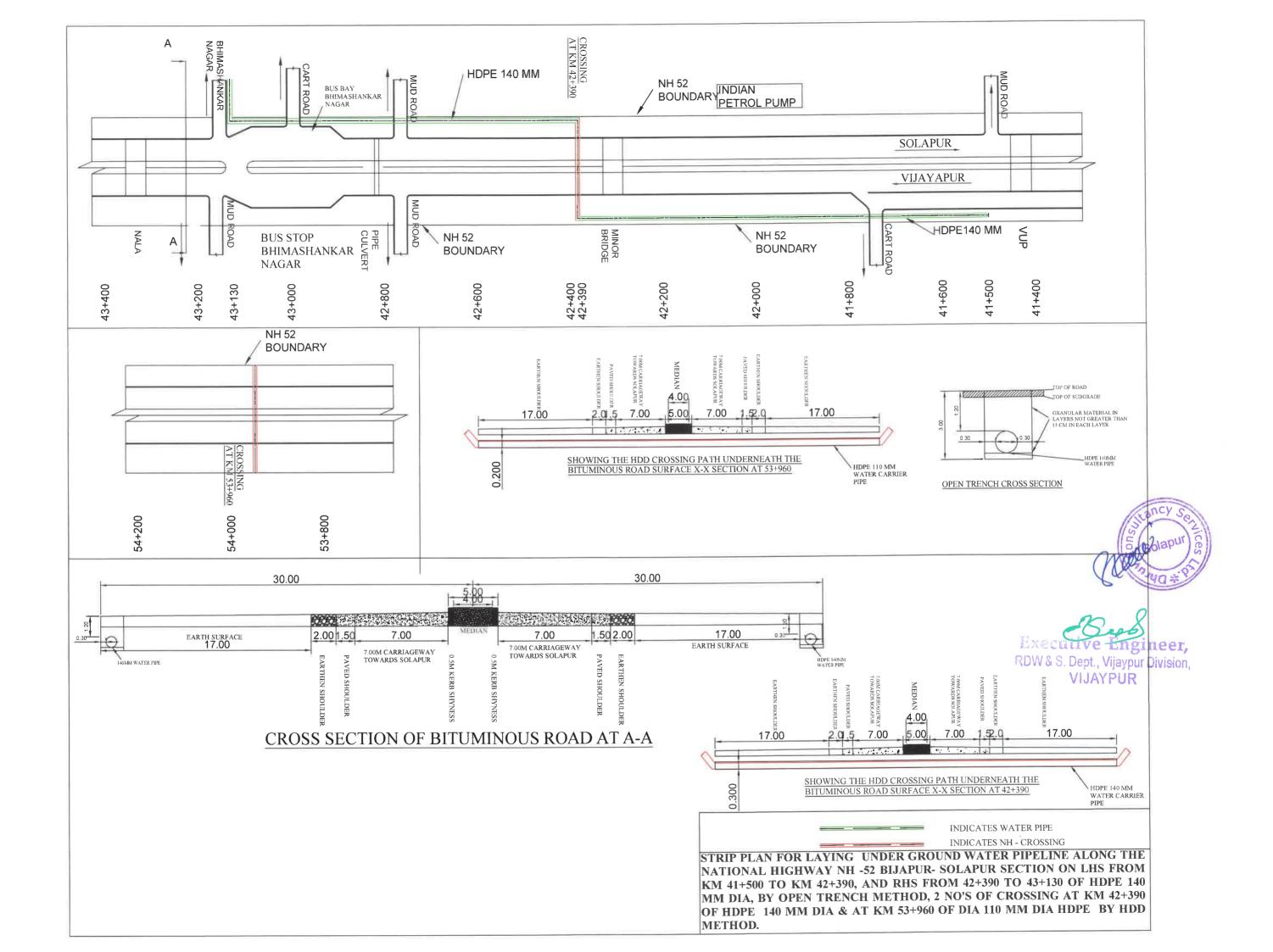












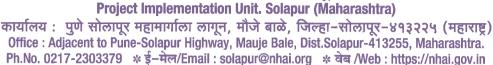


# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

# National Highways Authority of India

(Ministry of Road, Transport and Highways, Government of India)
परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र)





सं ::एनएचएआई/पीआईयू/एसएलपी/एनएच—५२/पाईप लाईन/२५/4485

दिनांक: \$ 3.०३.२०२५

## सार्वजनिक टिप्पणियों का आमंत्रण

विषय — राष्ट्रीय महामार्ग —५२(ई) के सोलापुर महाराष्ट्र— विजयपुरा खंड को कि.मी.०़ +००० से कि.मी. ११०़+५४२ — कर्नाटक राज्य में राष्ट्रीय राजमार्ग छश्—५२ (सोलापुर—विजयपुरा खंड) के किनारे पानी की पाइपलाइन बिछाने की अनुमति ।

- १. अधिशासी अभियंता, ग्रामीण पेयजल एवं स्वच्छता, डिवीजन, विजयपुर ने एनएच —५२ के राष्ट्रीय राजमार्ग के साथ पानी की पाइपलाइन बिछाने के लिए एचडीपीई (९० एमएम व्यास) के किमी १०५.८७५ से किमी १०७.८६२ तक, डीआई (२०० एमएम व्यास) के किमी ९४.६०० से किमी ९४.८५० तक एलएचएस और किमी ९४.८५० से किमी ९६.६०० तक आरएचएस, एचडीपीई (११० एमएम व्यास) के किमी ६४.८५५ से किमी ६५.१८५ तक आरएचएस, एचडीपीई १२५ एमएम व्यास के किमी ५९.४५० से किमी ६२.१८० तक आरएचएस और (१६० एमएम व्यास) के किमी ६२.१८० से ६२.२३५ तक आरएचएस, ओपन ट्रेंच विधि द्वारा किमी ४१.२६० से किमी ४३.१८० तक (३०० मिमी व्यास) का बायां हाथ और किमी ४३.१८० से किमी ४३.३३० तक बायां हाथ और दायां दोनों एचडीपीई (१४० मिमी व्यास) का। और कर्नाटक राज्य में एचडीडी विधि द्वारा किमी—४३.३३० (एचडीपीई १४० मिमी व्यास), ६ एनएच—क्रॉसिंग —िकमी—५३.९९५ (एचडीपीई ११० मिमी व्यास), किमी—६५.१८५ (एचडीपीई ११० मिमी व्यास), किमी—६५.१८५ (एचडीपीई ११० मिमी व्यास))
- २. मंत्रालय द्वारा जारी दिशा—िनर्देशों के अनुसार, दिनांक २२.११.२०१६ के का.ज्ञा. संख्या आर. डब्लू/एनएच—३३०४४/२९/२०१५/एस.एंड.आर(आर) के अनुसार, दावे और आपत्तियां (सार्वजिनक असुविधा, सुरक्षा और सामान्य सार्वजिनक हित के आधार पर) मांगने के लिए आवेदन ३० दिनों के लिए सार्वजिनक डोमेन में रखा जाएगा।
- 3. उपर्युक्त के मद्दे नजर, उपरोक्त आवेदन पर जनता की टिप्पणियां नीचे उल्लेखित पते पर आमंत्रित की जाती हैं, जो प्रकाशन की तारीख से ३० दिनों के भीतर इस कार्यालय तक पहुंच जानी चाहिए, इसके बाद कोई टिप्पणी स्वीकार नहीं की जाएगी।

## परियोजना निदेशक

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण परियोजना कार्यान्वयन इकाई, सोलापुर

पुणे—सोलापुर राजमार्ग के निकट, मौजे बाले,जिला सोलापुर. —४१३२५५, महाराष्ट्र.

धन्यवाद,

भवदीय

(राकेश जवादे)

महाप्रबंधक (तकनीकी) तथा परियोजना निदेशक भा.रा.रा.प्रा. इकाई, सोलापुर

प्रतिलिपी —

1- मुख्य महाप्रबंधक (तकनीकी) क्षेत्रीय कार्यालय मुंबई कृपया जानकारी के लिए।

प्रधान कार्यालय : नं. जी. 5 एवं 6, सेक्टर-10, द्वारका, नई दिली - 110 075. दूरभाष : 91-11-25074100 / 25074200 वेबसाईट : https://nhai.gov.in Corporate Office : No. G 5 & 6, Sector 10, Dwarka, New Delhi-110 075 Tel. No.: 91-11-25074100 / 25074200 Web Site : https://nhai.gov.in

3025



## Govt. of Karnataka Office of the Executive Engineer Rural Drinking Water and Sanitation, Division Vijayapur

Tel. No.: 08352-255841,

E-Mail: eerdwsd.bjp@gmail.com

No: EE/RDW&S/DN/VIJ/MVS/2024-25/ 37

Date:

To,
The Project Director
National Highways Authority of India,
Project Implementation Unit
Solapur.

**Sub:** Permission for laying of water pipeline along the National Highway NH-52 (Vijayapur-Solapur Section)

by Open Trench Method & 6No.s NH- Crossing by HDD method.

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Sir,

With reference to the above subject, we hereby submitting the detailed proposal to lay water supply pipeline along the National Highway NH-52 (Vijayapur-Solapur Section) & 6No.s NH- Crossing at various chainages the proposals are as per the MoRT&H/NHAI Guidelines letter No: RW/NH-33044/29/2015/S&R (R) dated: 22.11.2016 as below

- 1. LHS From KM 105.875 to KM 107.862 of HDPE 90 MM Dia by Open Trench Method.
- LHS from KM 94.600 to KM 94.850 & RHS KM 94.850 to KM 96.600 of DI 200 MM
  Dia by Open Trench Method and 1 Nos. of crossings at KM-94.850 (DI 200mm Dia)
  by HDD method.
- RHS From KM 64.855 to KM 65.185 OF HDPE 110 MM Dia by Open Trench Method and 2 Nos. of crossings at KM-73.400 (DI 300mm & HDPE 75 MM Dia) & KM-65.185 (HDPE 110mm Dia by HDD method.
- 4. RHS From KM 59.450 to KM 62.180 of HDPE 125 MM Dia and RHS From KM 62.180 to 62.235 KM of 160 MM Dia by Open Trench Method.
- 5. LHS From KM 57.050 to KM 57.200 of 300 MM Dia by Open Trench Method and 1 Nos. of crossings at KM-57.200 (MS 500 MM Dia) by HDD method.
- 6. LHS From KM 41.260 to KM 43.180 on Both LHS & RHS From KM 43.180 to KM 43.330 OF HDPE 140MM Dia by Open Trench Method. & 2 No's crossing at KM-KM-53.995 (HDPE 110mm Dia), & KM-43.330 OF HDPE 140MM Dia by HDD method.

So as per the MoRT&H NHAI Guidelines we hereby enclose the Strip plan/Route plan showing chainage, width of ROW, distance of proposed water supply pipeline from the edge of ROW, as per NH chainages.

The Necessary fees will be deposited by DBOT Agency (Shri Shrinivas Construction Pvt Ltd., Ballary) once the intimation for the same will be received.

Therefore we are here with submitting proposals in 5 sets with necessary documents.

Early action in the matter is requested

Attachments: As above

Your's Faithfully

Executive Engineer, RDW & S Division, Vijayapur

आवक क्र. देनांक Z. W.

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## **CHECK-LIST**

Check list for getting approval for laying of Water Pipeline along/across NH 52.

Government of India Guidelines GR No. RW/NH-33044/29/2015/S&R(R) Dtd.22.11.2016

Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
1	General Information		
1.1	Name and Address of the Applicant/Agency	O/o Executive Engineer Rural drinking water & sanitation division Vijayapura	
1.2	National Highway Number	NH-52 (Vijayapura-Solapur Section)	Yes
1.3	State	Karnataka	Yes
1.4	Location	NH-52 (Vijayapura-Solapur Section)	Yes
1.5	(Chainage in Km)	National Highway NH-52 (Vijayapura-Solapur Section) on  1. LHS FROM KM 105.980 TO KM 107.869 OF HDPE 90 MM DIA BY OPEN TRENCH METHOD.  2. LHS from KM 94.675 to KM 94.850 & RHS KM 94.850 TO KM 96.533 OF DI 200 MM DIA PIPE BY OPEN TRENCH METHOD, AND 1 NO'S CROSSING AT KM 94.850 OF DI 200 MM DIA PIPE BY HDD METHOD.  3. RHS FROM KM 64.860 TO KM 65.200 OF HDPE 110 MM DIA PIPE BY OPEN TRENCH METHOD, 2 NO'S CROSSING AT KM 73.450 OF DI 300 MM PIPE & AT KM 65.200 OF HDPE 110 MM DIA BY HDD METHOD.  4. RHS FROM KM 59.465 TO KM 62.100 OF HDPE 125 MM DIA AND RHS FROM KM 62.100 TO KM 62.220 OF 160 MM DIA BY OPEN TRENCH METHOD.  5. LHS FROM KM 57.395 TO KM 57.430 OF 300 MM DIA, ON LHS FROM KM 57+430 TO KM 57+480 OF 550 MM DIA, AND ON RHS FROM KM 57+430 TO KM 57+450 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY HDD METHOD.  6. LHS FROM KM 41.500 TO KM 42.390 & RHS FORM KM 42.390 TO KM 43.130 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA AND AT KM 53+960 OF HDPE 110 MM	Yes
1.6	Length in Meters	DIA, BY HDD METHOD. 8942 Mts	The total length is around
1.7	Width of available ROW (proposed)	60 Mts (varies along the road)	8942 Meter Yes
-	(a) Left side from center line towards increasing chainage / km direction	30 Mts (varies along the road)	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(b) Right side from center line towards increasing chainage / km direction	30 Mts (varies along the road)	Yes
1.8	Proposal to Lay the water pipeline /KM Direction	Yes	-
	(a) Right Side from the center line towards increasing Chainage	Yes	Yes
1.0	(b) Left side from center line towards increasing chainage km direction	YES	Yes
1.9	Proposal to acquire Land	No	NA
	(a) Left side from center line	Land aquation is not required	-
1.10	Whether proposal is in the same side	N.A	N.A
	Where land is not to be acquired  If not then where to lay the water pipeline.	N.A	N.A
1.11	Details of already laid services, if any, along the proposed route	No laid services Verify	Yes
1.12	Number of lanes (2/4/6/8 lanes) existing	4/2 Lanes	Yes
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)	4 Lanes	Yes
1.4	Service/Slip Road existing or not	NO Yes	Yes
	If yes then which side	N.A	N.A
	(a) Left side from center line	NAer	
	(b) Right side from center line	NAC	
1.15	Proposed Service Road	Yes NO	Yes
	(a) Left side from center line	Yes Mo	Yes
	(b) Right side from center line	Yes Ha	
1.16	Whether proposal to Lay the water pipeline is after the service road or between the service road and main carriageway.	After slip road  Enterne & Service Ser	Yes
1.17	The permission for laying the water pipeline shall be considered for approval / rejection based on the Ministry Circulars as per govt. of India, MoRTH guidelines RW/NH-33044/29/2015/S&(R) on dated-22nd Nov 2016.	Yes, laying they shall be considered for approval being public utility/amenity being got proposal.	Yes. Agreed.
	(a) There should be provision of utility ducts for appropriate category/ Combination of utilities	1) No Provision for duct on this route. 2) Proposed pipeline will be laid as close to extreme edge of ROW as possible.	Yes Proposed pipeline shall be laid close to extreme edge of ROW as possible and/or in designated Utility Corridor.





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(b) Utility service laid in the utility duct if provided for the purpose	<ol> <li>No provision of duct is available on this route</li> <li>Proposed pipeline will be laid as close to extreme edge of ROW as possible.</li> </ol>	Yes Proposed pipeline shall be laid close to extreme edge of ROW as possible and/or in designated Utility Corridor.
	(c) In stretches where utility ducts have not been provided the utility services shall be located,	agrees to lay pipeline beyond the toe line of the embankment and drains as close to the	Yes
	beyond the toe line of embankment and drains, as close to the extreme edge of ROW as possible,	the extreme edge of the ROW as possible.	
	(d) It is to be ensure that no time there is interference with the drainages of the road land maintenance of the national highways Towards this, the top) of the utility services shall be at least 1.65 meter below the ground level.	Agrees that top of water pipeline will be laid below at least 1:20m below ground level.	Yes
	(e) No utility services shall be laid over existing culverts and bridges except through the utility ducts where such provisions the licensee shall make his own arrangement for crossing of cross drainage structure. rivers etc. below the bed	Agrees that make its own arrangements for crossing or cross drainage structure, river etc. below the bed	Shall be 120m below) the CD works by HDD method.
	(f) In exceptional cases where ROW is restricted the utility services can be allowed beneath the carriage way of service road subject to the condition that the utility services be laid in concrete ducts which will be designed to carry traffic on top. The width of the duct in such case shall not be less than one lane. In such cases it also needs to be ensured.	N.A	N.A
	(g) The maintenance of the utility) services shall not interfere with the safe and smooth flow of traffic The cost of operation and maintenance will have to be borne by the licensee as per the agreement	Agreed	Yes
1.18	If Crossing of the road involved If yes, it shall be either encased pipe or through structure conditions or specially built for that purpose at the expenses of the agency owning the line.	Yes, Agreed	Yes
	(a) Existing drainage structures shall not be allowed to carry the lines	Agreed	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(b) The utility services shall cross the national highway preferably on a line normal to it or as nearly show as practicable shall be permitted to cross the national highway either through structure or conduits specially built for that purpose. The casing conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of	Yes, Agreed	Yes
	slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specification of ministry.		
	(c) The casing pipe may be installed under the route embankment either by boring or digging a trench. Installation by boring method shall prefer.	HDD trench as per site conditions & Instruction from NH officials.	Yes
	(d) The casing pipe (or conduit in the case of electrical cable) carrying the utility line shall be of cast iron or Reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipes /cable	Yes, Agreed	Yes
	(e) Ends of the casing/ conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes, Agreed	Yes
	(f) The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope to toe of slope in the fills.	Yes	Yes
	(g) The top of the casing / conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 meter below the drain inverts.	Yes, Agreed	Yes
	(h) Crossing shall be by boring method (HDD) especially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes, Agreed	Yes
	(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 water way along it.	Yes, Agreed	Yes
	(j) Crossings shall not be too near the existing structures on the national highway, the minimum distance being 15Mts from existing structures, what is the distance from existing structures.	Yes,30mts Away	Yes
2	Document Drawings enclosed with the proposal	Enclosed	Enclosed
	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 meter deep X 0.3 meter wide	Yes, Agreed.	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
	(i) Should not be greater than 60 cm wider than the outer diameter of the pipe.	Yes, Agreed	Yes
	(ii) Located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the center-lines of the nearest carriageway.	Yes, Agreed	
	(iii) Shall not be permitted to run along the National Highways when the road formation	Yes, Agreed	
	is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.	·	
	(iv) These should be so laid that their top is at least 1 meter below the ground level so as not to obstruct drainage of the road land.	Yes	1.2 m below the invert level of Drainage
2.2	Cross section showing the size of pit and location for HDD method.	Enclosed	Enclosed
2.3	Strip plan/ Route Plan showing underground water pipeline Chainage, width of ROW, distance of proposed water pipeline from the edge of ROW, important mile stone, intersections; cross drainage works etc.	Enclosed	Enclosed
2.4	Methodology for laying of underground laying of water pipeline.	National Highway NH-52 (Vijayapura-Solapur Section) on  1. LHS FROM KM 105.980 TO KM 107.869 OF HDPE 90 MM DIA BY OPEN TRENCH METHOD.  2. LHS from KM 94.675 to KM 94.850 & RHS KM 94.850 TO KM 96.533 OF DI 200 MM DIA PIPE BY OPEN TRENCH METHOD, AND 1 NO'S CROSSING AT KM 94.850 OF DI 200 MM DIA PIPE BY HDD METHOD.  3. RHS FROM KM 64.860 TO KM 65.200 OF HDPE 110 MM DIA PIPE BY OPEN TRENCH METHOD, 2 NO'S CROSSING AT KM 73.450 OF DI 300 MM PIPE & AT KM 65.200 OF HDPE 110 MM DIA BY HDD METHOD.  4. RHS FROM KM 59.465 TO KM 62.100 OF HDPE 125 MM DIA AND RHS FROM KM 62.100 TO KM 62.220 OF 160 MM DIA BY OPEN TRENCH METHOD.  5. LHS FROM KM 57.395 TO KM 57.430 OF 300 MM DIA, ON LHS FROM KM 57+430 TO KM 57+480 OF 550 MM DIA, AND ON RHS FROM KM 57+430 TO KM 57+450 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY OPEN TRENCH METHOD & 1 NO'S OF CROSSING AT 57.430 OF 500 MM DIA BY HDD METHOD.  6. LHS FROM KM 41.500 TO KM 42.390 & RHS FORM KM 42.390 TO KM 43.130 OF HDPE 140MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND 2 NO'S OF CROSSING AT KM 42.390 OF HDPE 140 MM DIA BY OPEN TRENCH METHOD AND AT KM 53+960 OF HDPE 110 MM DIA, BY HDD METHOD.	Yes





Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	Yes	Yes
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	Yes
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.	Yes	Yes
	(c) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Yes	Yes
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.	Yes	Yes
	(e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	Yes
	(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours.	Yes	Yes
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	Yes
2.4.2	Horizontal Directional Drilling (HDD) Method	6 No's NH-Crossing a 1. KM-42.390 (HDPE 140mmDia) 2. KM-53.960 (HDPE 110mm Dia) 3. KM-57.395 (MS 500 MM Dia) 4. KM-65.200 (HDPE 110mm Dia) 5. KM-73.450 (DI 300mm & HDPE 75 MM Dia) 6. KM-94.850 (DI 200mm Dia) by HDD method.	Agreed







Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
2.4.3	Laying water pipeline through CD works and method of laying	N.A	N.A
3	Draft License Agreement signed by two witnesses	Enclosed	Enclosed
4	Performance Bank Guarantee in favour of MoRTH as per the MORT&H Norms No. RW/NH-33044 /29/2015/S&R (R) DT: 22.11.2016 and also the applicable license fee for the Valid number or Years.	Will be submitted once intimation for the same is provided.	Agreed
4.1	Performance BG for license fee for valid number of years as per above is to be obtained.	Yes	Agreed
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Yes	Shall need to be confirmed.
5	Affidavit Undertaking from the Applicant for	Undertaking Enclosed	Enclosed
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Undertaking Enclosed	Enclosed
5.2	Renewal of Bank Guarantee	Will be done	
5.3	Confirming all standard condition of NHAI guideline	Undertaking Enclosed	Enclosed
5.4	Shifting of underground, the water pipeline as and when required by NHAI at their own cost	Undertaking Enclosed	Enclosed
5.5	Shifting due to 2/4/6 Lanning / widening of NH	Undertaking Enclosed	Enclosed
5.6	Indemnity against all damages and claims clause (xxiv)	Undertaking Enclosed	Enclosed
5.7	Traffic movement during laying of the water pipeline to be managed by the applicant	Undertaking Enclosed	Enclosed
5.8	If any claim is raised by the Concessionaire, then the same has to be paid by the applicant	Undertaking Enclosed	Enclosed
5.9	Prior approval of the MORTH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the water pipeline located in the National Highway right- of-ways.	Undertaking Enclosed	Enclosed
5.10	Expenditure, if any, incurred by MORTH for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the water pipeline will be borne by the agency owning the line.	Undertaking Enclosed	Enclosed







Sr. No.	Item	Information/Status provided by the Licensee	Whether complying with MORTH Norms
5.11	If the MORTH considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Undertaking Enclosed	Enclosed
5.12	Certificate from the applicant in the following format	Undertaking Enclosed	Enclosed
	(i) Laying of the Water pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.	Enclosed	-
	(ii) for 2/4/6 - lanning "We do undertake that I will relocate service road approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by MORTH "for future four - lanning or any other development."	Enclosed	-
6	Who will sign the Agreement	Executive engineer RDW&S, Division, Vijayapur	Copy of Power of Attorney enclosed.
7	Certificate from the Project Director	Division, vilayapar	Yet to be obtained
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.	Enclosed	Need to be obtained
7.2	Certificate from Executive Engineer, NH Division 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 laying of water pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".  ii) for 2/4/6-lanning		Need to be obtained
	<ul> <li>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed 4/6-laning based on the feasibility report considering proposed structures at the said location".</li> <li>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed 4/6 laning".</li> </ul>		





Sr. No.	Item	Information/Status provided	Whether complying with
	ICNIE C. 1. 1. 1	by the Licensee	MORTH Norms
8	If NH section proposed to be taken	Yes Agreed	
	up by NHAI on BOT basis a clause		
	is to be inserted in the agreement.		
	"The permitted Highway on which		
	Licensee has been granted the right		
	of lay water pipeline / duct has also		
	been granted as a right of way to the		
	concessionaire under the concession		
	agreement for up-gradation of (To		
	Vijayapura) section from Km to Km		
	of NH 52 on Build, Operate and		
	Transfer Basis] and therefore, the		
	licensee shall honor the same."		
9	Who will supervise the work of	Officials from Executive engineer	As per approval of NHAI
	laying of water Pipeline	RDW&S, Division, Vijayapur office	
10	Who will ensure that the defects in	Officials from Executive engineer	Agreed
	road portion after laying of Water	RDW&S, Division, Vijayapur	
	Pipeline are corrected and if not	office, If Not Done BG to be	
	corrected then what action will be	forfeited and will be rectified by	
	taken.	Other Agency under the Supervision	
		of Executive Engineer NH division	
	2.1	Vijayapur	
	-	Executive engineer RDW&S,	
		Division, Vijayapur	
11	Who will pay the claims for damages	Executive engineer RDW&S,	Agreed
	done disruption in working of	Division, Vijayapur	3
	Concessionaire if asked by the		
	Concessionaire?		
12	A certificate from Executive	-	_
	Engineer NH division Vijayapur that		
	he will enter the proposed		
	permission in the register of records		
	of the permissions in the prescribed		
	Proforma (copy enclosed).		
13	If any previous approval is accorded	-	_
	for laying of the Water Pipeline, then		
	Photocopy of register of records of		
	permissions accorded as maintained		
	by Executive Engineer NH division		
	Vijayapur then copy be enclosed		



Executive Engineer,
RDW & & Dept., Vijaypur Division,

# **METHODOLGY:**

# CONSTRUCTION METHODOLOGY FOR LAYING ALONG THE NTIONAL HIGHWAY OPEN-TRENCH METHOD

Laving utility Services water Pipeline Along the NH

The Utility ducts are not provided. Therefore, the proposed Pipeline will be laid at suitable location preferably as close to the extreme edge of ROW.

The Trench of size is approx. 0.3 TO 1.0 m wide and 1.25 m deep will be made by Open-trench method for laying the Pipeline parallel to road at the extreme edge of the road. The size of Trench will be done as nearly vertical as possible. Then the Pipeline will be laid. The backfilling of the trench will be done as under

- 1. Side fill to the level of the top of the pipe.
- 2. Overfill to the bottom of the road crust.
- 3. The overfilling will be compacted to the same density as the Material that had been removed

The utility services water Pipeline will be laid beyond the toe line of the embankment and drains as close to the extreme edge of the ROW as possible far from center of the road.

It will be ensured no time there is interface with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the Water Pipeline will be laid at least 2mtr Below ground level.

The water pipeline will not be laid over existing culverts and bridges Since there is no provision of duct, the water pipeline will be laid parallel the road by open cut method on the extreme edge of the road.

It will be ensured that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic.

## SITE CLEARANCE & SURVEY

Pipeline corridor is to be cleared for bushes, shrubs if any on either side of the road. Exact reserve width of the particular road is to be marked on the site which may vary depends on the type of road.

## PIPELINE MARKERSIGN

The pipeline marker as per the standard specification shall be installed at distance of approx. 500mtr.

## TYPICAL ROAD ACROSS THRUST BORED(CASED)

## **ROAD CROSSINGS**

Road crossing is to be planned in such a way that it should be exactly perpendicular to the road to be crossed and should as minimum as possible in length to reduce the cost time of construction and disturbance to the existing traffic.

## SITE CLEARANCE & SURVEY

Pipeline corridor is to be cleared for bushes, shrubs if any on either side of the road. Exact reserve width of the particular road is to be marked on the site which may vary depends on the type of road.

# **CASINGPIPE**

Casing pipe is to be provided for the total reserve width of the road. The casing pipe shall be inserted using thrust boring technique to avoid the disturbance to the traffic on the road. The clear cover for the casing pipe should be not less than 1200 mm from the top surface of the road and the side arms. At the same time the clear cover should be not less than 1000 mm from the bottom level of the drain which may be running either side of the road.

## **CARRIERPIPE**

Coated carrier pipe in 12 m lengths are welded to form a single length which shall be more than the length of casing pipe. After the welding process all the joints shall be tested by radiography for 100%. Once the testing is found satisfactory the uncoated area to each joint are coated at field for anticorrosion after cleaning the area using wire brush and sand blasting. The coating has to be checked for holiday, if any holiday found the same shall be rectified. Before inserting the carrier pipe in to the casing pipe, pressure testing shall be carried out. Approved ring

#### PIPELINE MARKER SIGN

shall be fixed at either side of road reserve width at distance of approximate 500mt. spacers shall be used and the carrier pipe shall be inserted into the casing pipe. The boundary fence and the pipeline marker as per the standard specification.

Now the pipeline with a clear cover of 2000 mm which was done under normal construction shall be jointed at both the ends of pipeline under the road crossing.



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# **Government of Karnataka**

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EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

**Description of Document** 

Article 4 Affidavit

**Property Description** 

**AFFIDAVIT** 

Consideration Price (Rs.)

: 0 (Zero)

First Party

EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

Second Party

NATIONAL HIGHWAY AUTHORITY OF INDIA

EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

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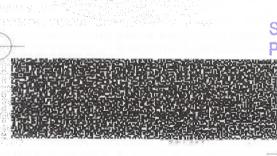
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(One Hundred only)

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Shivagiri Souharda Pattin Sahakari ni., Vijayapur.

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

Appendix

# AGREEMENT REGARDING GRANTING or RIGHT OF THE WAY PERMISSIONS FOR LAYING UTILITY SERVICES ON NATIONALH IGHWAYS

Agreement to lay water pipeline along the National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110) mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of

## Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp.Mobile Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalor. The onus of checking the legitimacy is on the users of the certificate. ettlive Engineer
- 3. In case of any discrepancy please inform the Competent Authority.

(500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

This Agreement made this day of month) of (year) Between, The Project Director, National Highway Authority of India, Project Implementation Unit, Solapur acting in this executive capacity through \_\_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the part, and Executive Engineer Rural drinking water & sanitation division Vijayapura, Karnataka, (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 of NHNO.NH-52 (Vijayapur-Solapur Section) Whereas the Licensee proposes to lay Water pipeline etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay water pipeline along the National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140 mm Diameter), At KM-53.960 of (110 mm Diameter), At KM-53.960 of (110 mm Diameter), & At KM-94.850 (DI 200 mm Dia) by HDD method. And whereas the Authority has agreed to grant such Permission for way leave on the NH Row as per terms and conditions here in after 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 grants to the licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- 1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway Row is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforce ability the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the Row and any sub sequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the sub sequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all the activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- 4. The Licensee shall pay license fees@ Rs.................../sq. m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of underground Water pipeline for infrastructure/service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.



- 6. Present policy of the MORT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the Row. In case of restricted width of Row, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc.; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases where ROW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority.
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to drain in cuts and toe slope to toe slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/ loose earth produced due to execution of trenching at least 50mm away from the edge of the right of way;



- 18. All the required restoration work subsequent to laying of the water pipeline shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee@ Rs. Per route meter/Rs completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/Unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the Row facility;
- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road /route/highway or construction of flyover/ bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the Respective agency Coordination with Authority, regarding the location of other utilities/ underground Installations/facilities etc. The Licensee shall ensure the safety and security of the Already existing underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already Existing underground installations /utilities/facilities etc.
- 23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/ aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claim s by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of Licensee is subject to the Licensee satisfying(a)minimum disruption of traffic and(b)noda mage to the highways. As far as possible. The Licensee should avoid cutting of the road for crossing highway, and other road sand try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work The Authority shall have a right to make good the damages caused by excavation. At the cost of the Licensee and recover the amount by for feature 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 works. As per rate 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 a utility service 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 digging of trenches for laying cables/ducts.



- 29. Permission to lay utility service is granted a minimum of 5 years at a time which a thereafter be considered for renewal. On payment of an additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal rate prevailing at the time of renewal shall be charged, delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued, and the fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the licensee shall not undertake any work of shifting, repairs or alterations to the utility service 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 here In 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, utility services located in highway land/property a shall be deemed to have been constructed and continued only by the consent and permission of the authority so that the right of the licensee to the use thereof shall not become absolute and in defeasible by lapse of tire.
- 34. The licensee shall bear the Stamp duty charged on this agreement.
- 35. Three copies of 'as laid drawing' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recording of laying cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion works.
- 36. The licensee shall allow free access to the site at all the times to the authorized representatives of Authority to inspect the project facilities and to investigate any matter within their Authority, and upon 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 to the effect that the utility services has been laid in accordance with the Approved specifications and drawing sand trench have been filled up to the satisfaction of the concerned agency in coordination 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 loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standard sand follow best industry practices, met hod sand 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 sand standards shall be adjusted as necessary, to take account of:
  - a. Operation, repair and maintenance guidelines given by the manufacturers,
  - b. The requirements of law, c. The physical conditions at the Site, and
  - d. The safety of operating person ne land human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic At all times. In case of single lane roads, a diversion shall be constructed. If any Traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However, before taking up the work removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the Row.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.



43.For Projects, in case of any financial loss in curried by the respective project concession a iresduetosuchlaying/shiftingofutilityservices by the Licensee compensation for the same shall be required to be borne by the Licensee in mutual Agreement with the respective project concessionaires. MORT&H/NHAI/Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY

Executive Engineer RDW&S (Ercensee) on

BY SHRI.

(Signature, name & address with stamp) stamp)

BY SHRI

(Signature, name & address with

IN THE PRESENCE OF

1) Name in full (Signature) with designation

1) Name in full (Signature) with designation

Name in full (Signature)with designation

2) Name in full (Signature) with designation





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EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

Article 4 Affidavit

AFFIDAVIT

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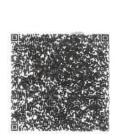
: EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

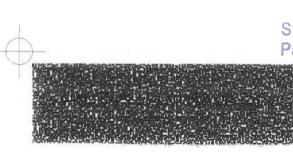
NATIONAL HIGHWAY AUTHORITY OF INDIA

: EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

100

(One Hundred only)





Shivagiri Souharda Pattin Sahakari ni., Vijayapur.

Please write or type below this line

To The Project Director, National Highway Authority of India, PIU, Solapur

# **UNDERTAKING**

Subject: Permission for laying of water pipeline along the National Highway NH- 52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430

Statutory Alert:

- 1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Archive A. I. St. Certificate and as available on the website / Mobile App renders it invalid
- The onus of checking the legitimacy is on the users of the certificate.
   In case of any discrepancy please inform the Competent Authority.

RDW & S. Dept., Vijaypur Division,

of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

We hereby undertake that we will be confirming all Standard condition of NHAI/MORT&H guidelines No: RW/NHAI-33044/29/2015/S&R(R) dated 22.11.2016.

We hereby undertake & agree that we shall not damage any other utility, if damaged then we shall pay the losses either to NHAI / MORTH or to the concerned agency.

We hereby undertake that we will renew the Bank Guarantee whenever required.

We hereby undertake the necessary alteration including complete removal shifting of water pipeline shall be carried out at our own cost if so, required by the Ministry for the development of National Highway or in the interest of safety in this section.

We hereby undertake that we give Indemnity against all damages and claims clause.

We hereby undertake that we will provide Safety Measures and Caution boards while executing the work during the laying water pipeline at the cost of us.

We hereby undertake that we will control the Traffic Movements during the execution period and is any traffic diversion necessary will be provided at the cost of us.

We hereby undertake that if any claim is raised by the concessionaire, then the same will be paid by us.

We hereby undertake that we will take prior approval from NHAI/MORTH during any work of Installation, shifting or repairs, or alterations to the water pipeline located in the National Highway rights-of-way.

We hereby undertake that if any damage caused to the NHAI/MORTH during laying, maintenance or shifting of the water pipeline the same will be rectified as per the instructions o. NHAI /MORTH Authorities and the same will be borne by us.

Place:

Date:

RDW & S. Dept., Vijaypur Division,



## **INDIA NON JUDICIAL**

# **Government of Karnataka**

#### e-Stamp

Certificate No. IN-KA69122571189694X

Certificate Issued Date 04-Mar-2025 10:37 AM

Account Reference NONACC (FI)/ kaksfcl08/ BIJAPUR12/ KA-BJ

Unique Doc. Reference SUBIN-KAKAKSFCL0868248080768344X

Purchased by EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR

**Description of Document** Article 4 Affidavit

**Property Description AFFIDAVIT** 

Consideration Price (Rs.) 0

(Zero)

**EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR** First Party

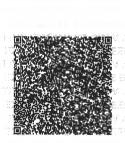
Second Party NATIONAL HIGHWAY AUTHORITY OF INDIA

Stamp Duty Paid By **EXECUTIVE ENGINEER RDW AND S DIVISION VIJAYAPUR** 

Stamp Duty Amount(Rs.) 100

(One Hundred only)

선정사업 경기()





Shivagiri Sou Pattin Sahakari ni., Viiayapu

Please write or type below this line

To The Project Director, National Highway Authority of India, PIU, Solapur

# **Indemnity Bond**

Subject: Permission for laying of water pipeline along the National Highway NH- 52 (Solapur -Vijayapura Section) We indemnify to the Executive Engineer, NH-Division, Vijayapur, for All damages and claims made by it, if any due to laying of water pipeline along The National Highway NH-52 (Solapur -Vijayapura Section) On LHS From KM 105.980 to KM 107.869 of (90 mm Diameter), On LHS from KM 94.675 to KM 94.850 & On RHS KM 94.850 to KM 96.533 of (200 mm Diameter), On RHS From KM 64.860 to KM 65.200 of (110 mm Diameter), On RHS From KM 59.465 to KM 62.100 of (125 mm Diameter), On RHS

#### Statutory Alert:

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  The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

From KM 62.100 to 62.220 KM of (160 MM Diameter), On LHS From KM 57.395 to KM 57.430 of (300 mm Diameter), On LHS From KM 57.430 to KM 57.480 of (500 mm Diameter), On RHS From KM 57.430 to KM 57.450 of (500 mm Diameter), On LHS From KM 41.500 to KM 42.390 & On RHS From KM 42.390 to KM 43.130 of (140 mm Diameter), by Open Trench Method. & 6 No's NH-Crossing At KM-42.390 of (140mm Diameter), At KM-53.960 of (110mm Diameter), At KM-57.430 of (500 MM Diameter), At KM-65.200 of (110mm Diameter), At KM-73.450 (300mm Diameter), & At KM-94.850 (DI 200mm Dia) by HDD method.

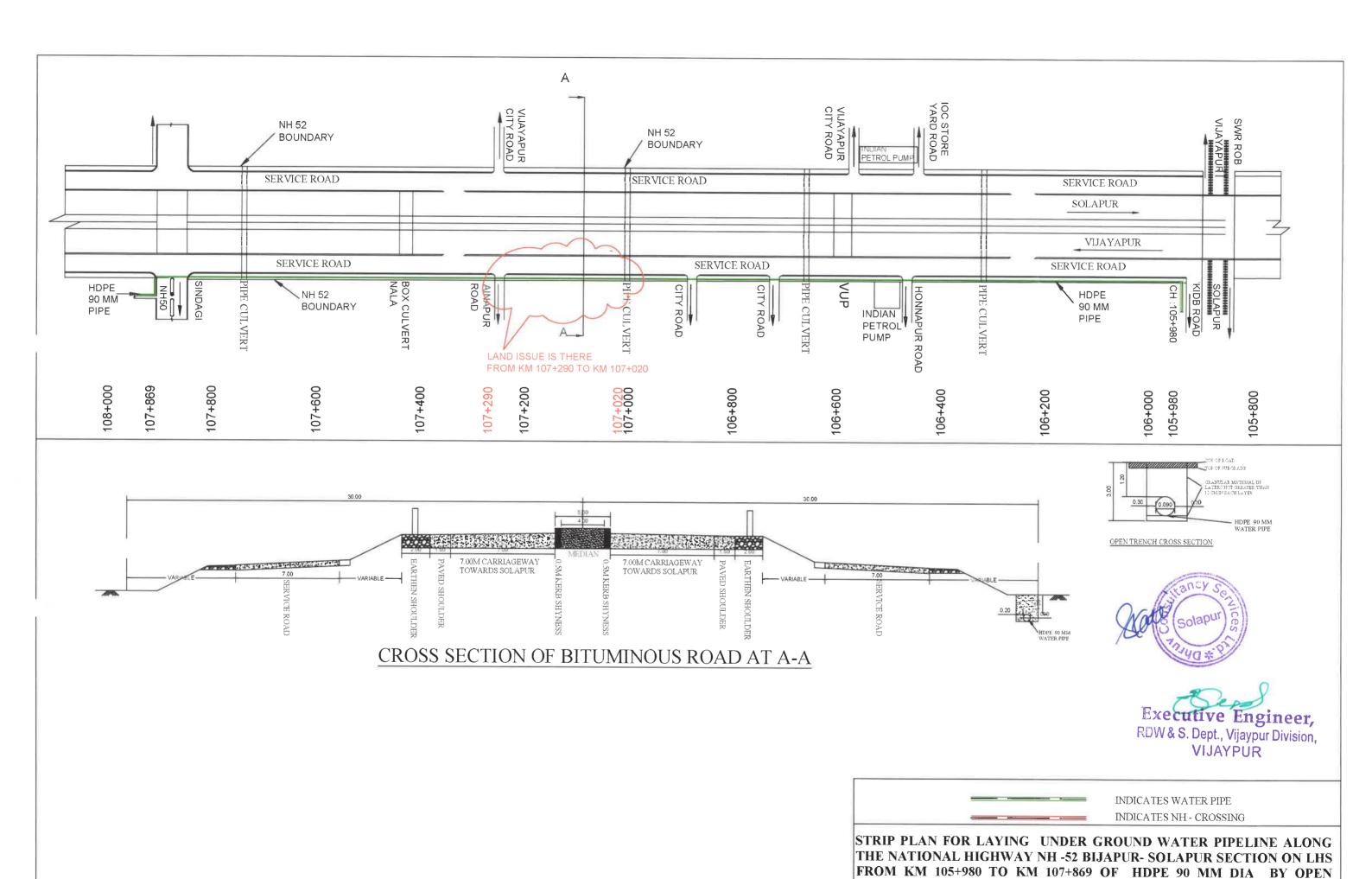
We indemnify to the Executive Engineer, NH-Division, Solapur for all damages and claims made by it if any due to laying of water pipeline along The National Highway NH-52 (Solapur -Vijayapura) on LHS FROM KM 105.875 TO KM 107.800 OF DIA 90 MM, LHS from KM 94.600 to KM 94.800 & RHS KM 94.800 TO KM 96.600 OF DIA 200 MM, RHS FROM KM 65+050 TO KM 65+365 OF 160 MM, RHS FROM KM 62.400 TO KM 62.280 OF 160MM, RHS FROM KM 62.280 TO KM 59.650 OF 125MM & LHS FROM KM 41.720 TO KM 43.330 & BOTH LHS & RHS FORM KM 43.330 TO KM 43.520 OF 140MM Dia by Open Trench Method. & 5 No's NH-Crossing at KM43.330 (140mm Diameter), KM57.230 (500mm Diameter), KM65.185 (110mm Diameter), KM73.400 (300mm Diameter), KM94.800 (200mm Diameter) by HDD method...

We, hereby indemnify the Executive Engineer, NH-Division, Solapur National Highways, for any mishap/accident/due to poor Maintenance/lack Supervision / malpractices / natural calamities / any other reasons causing loss of Property / life or injury to any person/living beings, shall be wholly responsible for Subsequent Legal action by the suffered party and further legal consequences based On the legal Action/making good for the loss caused due to the above properties at Their own cos. and to Compensate the financial implication for the loss of life or Injury to any person/living beings and NHAI/MORT&H will not be responsible for Such loss of property/life or injury to any person/living beings Or any other cause attributable to the laying operation & maintenance of water pipeline NHAI/MORTH shall not be liable for any consequential loss or damage in the event of any disruption or breakage in the laid pipeline. Further same will be rectified as per the specifications and directions of NHAI/MORTH at own cost and risk.

Place:

Date:

Executive Engineer, RDW/& S. Dept., Vijaypur Division, VIJAYPUR



TRENCH METHOD.

