

RW/BHP/MP/waterpipeline(166)/2024-25

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

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

Date:17.05.2024

Invitation of Public Comments

Subject: Proposal for permission of 05 water pipeline crossings of Rewa-Bansagar Multi Village Scheme on Rewa-Hanumana road of NH-30&NH-135 [Ch. 147+785, Ch. 174+900, Ch. 177+700, Ch. 194+740 & Ch. 223+240] in the State of Madhya Pradesh - reg.

DM, MPRDC, Rewa vide Memo no. 152/NHDP-IV/127/2024 dated 06.05.2024 forwarded therewith a proposal in this office for permission of Subject: Proposal for permission of 05 water pipeline crossings of Rewa-Bansagar Multi Village Scheme on Rewa-Hanumana road of NH-30&NH-135 [Ch. 147+785, Ch. 174+900, Ch. 177+700, Ch. 194+740 & Ch. 223+240] in the State of Madhya Pradesh.

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

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

4. This issues with the approval of Highways Administration-cum Regional Officer, MoRT&H, Bhopal. (Computer no. – 237775)

Assistant Executive Engineer For RO, MoRT&H, Bhopal

Copy to:

- 1. The Senior Technical Director, NIC, Transport Bhawan, New Delhi-110001 for uploading on Ministry's Website.
- 2. The CE(NH), MPRDC, Bhopal-for information.
- 3. The DM, MPRDC, Rewa -for information and requested to furnish the recommendation in view of Ministry's circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 along with verified fees viz. license fee etc. as per circular and their detailed calculations

4. The GM, MP Jal Nigam Maryaditr PIU, Rewa - for information with requested to submit the proposal in view of Ministry's circular no. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 and submit the license fee through online portal NTRP and BG for restoration charges along with detailed calculation of license fee, restoration charges etc. Receipt of online licences fee deposition should to be submitted to this office through DM, MPRDC, Rewa. BG should be in favour of MPRDC (as per prevailing procedure in MPRDC) and to be submitted to DM, MPRDC, Rewa. 2065889/2024/RO Bhopal



MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LTD.

(Govt. of M.P. Undertaking)

CIN:U45203MP2004SGC016758

Rewa, Date

Old PWD, workshop, Chirhula Colony Rewa

PH: 07662494502, email ID-mprdcrewa1 gmail.com

Memo No. 15-2/ NHDP-IV/127/2024

To,

CHIEF ENGINEER CUM REGIONAL OFFICER

MINISTRY OF ROAD TRANSPORT & HIGHWAYS II Floor, NIRMAN BHAVAN, ARERA HILLS

BHOPAL - 462 011(M.P.)

Sub .:-

FOUR LANING OF REWA TO HANUMANA MP/UP BORDER SECTION OF NH-07

ON DBFOT BASIS IN THE STATE OF MADHYA PRADESH

REGARDING PERMISSION FOR PIPELINE LAYING ALONG THE MPRDC ROAD DURING EXECUTION OF REWA-BANSAGAR MULTI VILLAGE

SCHEME DISTRICT REWA.

Ref .:-

1. Concessionaire's consent letter no. 1553 dated 06.04.2024.

2. General Manager, MPJNM, PIU-Rewa letter no. 1208 dated 13.03.2024.

With respect to above subject, proposal for laying water supply pipeling along the project road was received vide letter in reference (2). Under the said proposal 05 Nos. of pipe crossing were proposed for which the permission was asked through HDD Method. The Concessionaire vide letter in reference (1) has provided to this office the required consent for execution of pipeline crossing strictly through HDD/Trenchless method only.

The proposal was thoroughly examined and is being forwarded for further necessary action please.

Encl:-

1. Proposal in 3 Sets.

2. Copy of Concessionaire's consent.

(Umesh Singh)

Divisional Manager
M.P. Road Development Corporation Ltd.
Division No.-1, Rewa (M.P.)

Endt. No. ----/ NHDP-IV/127/2024

Copy Forwarded to-

General Manager, MPJNM, PIU-Rewa (M.P.).

Rewa, Date:- / /2024

Divisional Manager
M.P. Road Development Corporation Ltd.
Division No.-1, Rewa (M.P.)



Vindhyachal Expressway Private Limited

Registered office: 6th Floor, Kalpataru Synergy, Opp. Grant Hyatt, Santacruz (EAST), Mumbai 400 055 Phone: +91-22-3005150, Fax: +91-22-30051555, CIN: U45203MH2012PTC271978

Ref. No.: VEPL/UI/RHRP/1553

Date: 06.04.2024

To,

The Divisional Manager,

Madhya Pradesh Road Development Corporation Ltd.,

Division 1, Near Old PWD Workshop,

Chirahula Colony, Rewa,

Madhya Pradesh - 486 001.

Project: Four Laning with paved shoulders between Km. 229+800 at Rewa city to Km.

140+600 at MP/UP border in the state of Madhya Pradesh (NH-7) on Design, Build,

Finance, Operate and Transfer (DBFOT) Basis:-

Subject: Regarding Permission for Pipeline laying along the MPRDC road during

execution of Rewa Bansagar Multi village scheme district Rewa.

Ref. No.: 1) Concession Agreement dated 25-01-2012.

2) MPRDC letter no. 2695/Rewa- Hanumana/Access/2023 dated 18.03.2024

3) General Manager M.P. Jal Nigam letter no 1208/2024/G.M./MPJNM/PIU dated

13.03.2024

Dear Sir,

This is with reference to your letter dated 18-03-2024 cited above at ref. 2), through which the Authority had provided us the details of Pipe line crossing at 05 locations of methodology and drawings for proposed of the Project Highway by boring method, and had requested the Concessionaire to provide their opinion on the same immediately.

Please note that we have reviewed the provided methodology and drawing found that proposed work shall be carried out by boring method only.

Further, we would like to bring your kind attention, General Manager M.P. Jal Nigam Maryadit letter dated 13-03-2024 cited above at ref. 3) requested for permission of pipeline laying work along the project but they have not mentioned the locations of pipeline laying work in the letter or proposal. Therefore, we are unable to submit our **consent without the laying locations**.

Please note that the proposed pipeline crossing works will have to be carried out by boring method subject to following conditions,

1) The Agency shall construct the structures while passing through the Project ROW without stopping traffic on the Project Highway. The Agency shall deploy at its own cost, trained traffic marshals, safety stewards, etc. to manage traffic and shall install necessary signages at the above locations to the satisfaction of the Authority and/or the Concessionaire, during construction of the aforesaid structure.

In the event the traffic movement is affected or completely stalled due to above construction works, the Agency or the Authority shall compensate the Concessionaire all the losses suffered by the Concessionaire due to the foregoing on the basis of average user fee revenue per day of previous unaffected period.



Page 1 of 2

- The Agency shall be responsible for any litigations etc. arising out of or related to the canal crossing construction works, which the Agency intends to undertake in the Project ROW.
- 4) The Agency shall inform the time required for construction and road restoration at the proposed location and shall complete the said works in the shortest possible durations.
- 5) After completion of the works at the proposed location, the Agency shall undertake all rectification measures as directed by the undersigned in the Project ROW at its own cost and to the satisfaction of the undersigned and/or the Authority. Any structural damages are to be repaired by the said Agency. In case the Agency fails to complete the rectification works to the satisfaction of the Authority / Concessionaire, the liability of the risk posed by such deficiency or defect shall be on Authority's account.
- 6) The Agency shall be completely liable for maintenance from the period of construction till defects liability period of two years after restoration, in such a manner that above proposed canal crossing location is maintained to ensure smooth riding surface. The Authority to acknowledge that the Schedule-K timeline for rectification of defects / deficiencies shall not be applicable at the above locations till the Agency completes the restoration works to the satisfaction of the Concessionaire / Authority.
- 7) The Agency has to make necessary safety arrangement such as Metal Beam Crash Barriers / RCC wall in order to avoid any accidents. The Agency shall be liable for any accidents in the Project Highway caused as a result of failure of the Agency to adhere to safe working practices. The entire onus of performance of the structure shall be with the Agency during the balance Concession Period for the subject Project Highway.
- 8) The Agency shall be liable to keep the utilities safe and in undamaged condition which are discovered in the Project ROW. Any diversion of utilities shall be carried out after approval of the Authority / Concessionaire.
- 9) The electricity shall be procured by Agency at its own cost and in case any electricity theft is observed, the Authority shall compensate the Concessionaire for its losses.
- 10) Agency shall deposit an adequate amount towards Security Deposit with the Authority which shall be used for the purpose of rectification of defects if the said Agency fails to rectify notified defects within their Defects Liability Period of two years from the date of completion of restoration works.

Thus, the Authority may treat this letter as our consent **subject to boring method only not for open excavation** to commence the said works subject to aforementioned terms.

Authority may treat this letter as our consent for Pipeline crossing only not for laying along the highway.

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

Yours faithfully,

For Vindhyachal Expressway Private Limited (VEPL),

Authorized Signatory

CC:1) The Chief Engineer (BOT) MPRDC Bhopal.

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

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2065889/2024/RO Bhopal

Office of the General Manager Madhya Pradesh Jal Nigam Maryadit

Project Implementation Unit, Rewa

Regd. Office: Second floor B- Block Shilpi Plaza, SBH-1, Rewa -486001 (Website: www.mpjalnigam.mp.gov.in, Ph. No.-07662-310155

CIN-U41000MP2012SGC028798 E-mail-gmrewa.jalnigam@mp.gov.in)

No. 12 024/G.M./MPJNM/PIU/

Rewa, Dated |3|3|24

To,

Divisional Manager,

MPRDC

District Rewa (M.P.)

Sub:

Regarding permission for pipeline laying along the MPRDC road during execution of Rewa Bansagar Multi Village Scheme District Rewa.

1. LOA cum Work Order 2433, Dated 17.02.2023.

2. M/s DBL-SIPL (JV) Ltd. letter no 342 dated 09.03.2024.

---XX---

With reference to the above subject matter, execution work of Rewa Bansagar Multi Village Scheme District Rewa has been started. The work of scheme has been awarded to M/s DBL-SIPL (JV) Ltd. As per survey, pipeline laying along the road is required at different location (details enclosed) for laying of water pipe line. Hence, it is requested to do the needful and provide permission at the earliest so that pipeline work can be completed. This is for your information & further necessary action please.

Encl.: - As above.

M.P. Jal Nigam Maryadit P.I.U., Rewa

Endt. No.

/ 2024/G.M./MPJNM/PIU/

Rewa, Dated

Copy to: -

- 1. TL SQC, Rewa Bansagar MVS, for information & further necessary action
- 2. M/s DBL-SIPL (JV) Ltd. for information and further necessary action.

General Manager M.P. Jal Nigam Maryadit P.I.U., Rewa





DBL-SIPL (JV)



Letter No:- DBL-SIPL(JV)/Rewa-Bansagar/2023-2024/ 3 42

Date: 09/03/2024

To,

The General Manager,

Project Implementation Unit-Rewa

MP Jal Nigam Maryadit, Rewa (M.P)

- lutronthu DM (N) Porno 13/3/29-

Subect:- Engineering, Procurement, Construction Testing, Commissioning, trail run and operation & maintenance of various components of Rewa-Bansagar multi village scheme, District — Rewa in single package on turn-Key Job basis Including trail run & operation & maintenance of the Entire Water Supply scheme for 10 year, Requesting Permission from MPRDC for pipe laying on road crossing at 5 Places on Rewa-Hanumana National Highway-7 (NH-7).

दिमांक 13/3/2

सहपन्न..

Ref:- 1. NIT No. 134/Proc./MPJMN/2022-23, Dated 14.11.2022

2. The Employer's Letter no.2433/Proc./MPJMN/2022-23-Dated 17.02.2023 (LOA)

3. Contract Agreement no. 106/2022-2023, Dated-23.02.2023

Dear Sir,

With reference to the Subject cited above, We are herewith submitting the details of road crossing at 5 locations on Rewa-Hanumana National Highway-7 Road (NH-7). Details are as follows.

Α	Pipe Laying across the road								
Sr. No	Type of Pipe	Diameter (mm)	Chainage (Km)	Length of Pipe (m)	Northing	Easting	Remarks		
1.	MS	1000	223+240	80	24°34'06"	81°25'02"			
2.	DI-K9	200	194+740	55	24°40'56"	81°38'54"	Pipe is to be laid by		
3.	MS	1000	177+700	55	24°40'28"	81°48'34"	trenchless technology (HDD Method)		
4.	DI-K9	350	174+900	75	24°40'43"	81°50'30"			
5.	DI-K7	300	147+785	60	24°45'46"	82°04'08"			

We are here by attaching the method statement. Please write a letter to MPRDC to provide estimate of pipe laying work.

Enclosure:

- 1) Method statement for pipe laying work.
- 2) Road crossing pipe laying plan across Rewa-Hanumana National Highway-7 Road (NH-7).
- 3) Cross-Sectional Map of Crossing.
- 4) Junction wise details with co-ordinates for pipe crossing across the road.

This is for your kind perusal.

Thanking you and assuring us of our best services always.

or Dilip Buildeon Ltd

(Rajkumar M)

DBL-SIPL (JV)

Plot No-5 Inside Govind Narayan Singh Gate, Chuna Bhatti, Kolar Road Bhopal -462016 (M. P.)

Ph.-0755-4029999 Fax: 0755-4029998

Email: db@dilipbuildcon.co.in, tender@dilipbuildcon.co.in

Method Statement for Pipe Laying Work

Safety: EHS Safe work method shall be strictly followed while execution works. Necessary safety pep talk shall be conducted prior to start of any activity in order to create awareness to the work. Given Safety norms should be followed for sub activity in pipe laying

- 1) All workers are gone through pre-employment process (Screening, medical EHS Induction) by verifying SAP (Skill authorization pass) provided to workers
- 2) All workmen are complying with basic PPE's rules.
- 3) Construction Vehicle engages gone through Pre-deployment inspection (P & M inspection tag tagged on construction machineries).
- 4) To protect persons from injury and to avoid damage to property, adequate barricades, construction signs and guard, as required, shall be placed and maintained during the process of the construction work and until it is safe for traffic to use the roadways.
- 5) We will not dump any excavated material on carriage way/pathway.
- 6) After laying of pipeline excavated area should be maintained as per GL.
- 7) Any surplus material will be disposed off from MPRDC territory restored to original condition.

Method:-1 Across the Road with Trenchless Technology

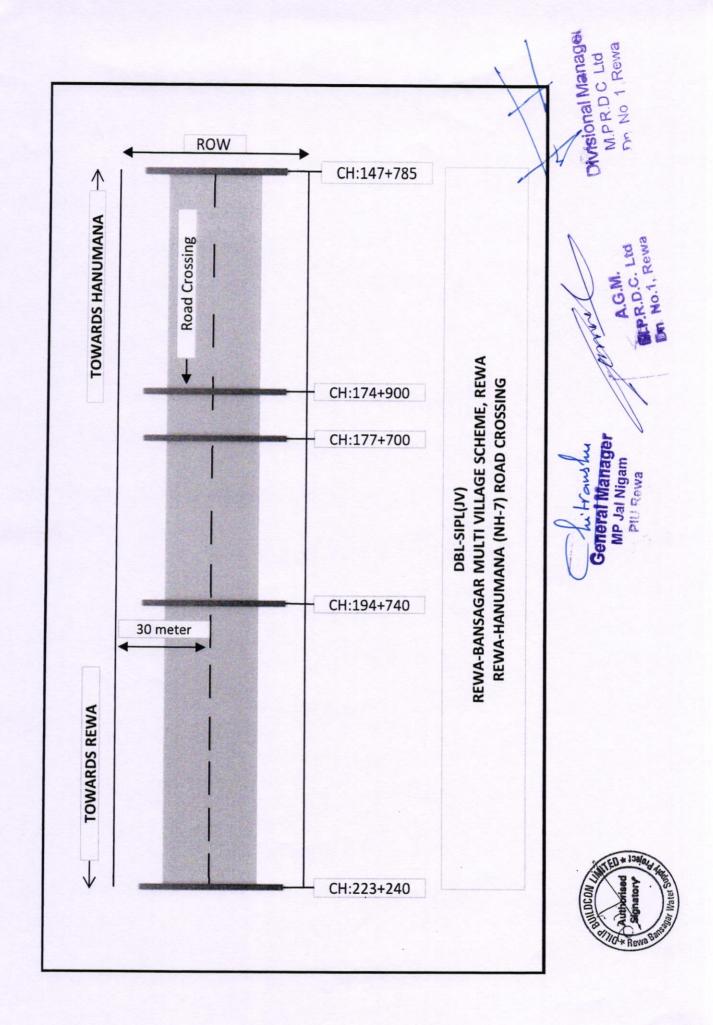
- The first of a successful Horizontal Directional Drilling Process is drilling a pilot hole. A pilot hole is horizontally drilled and continues under and across the obstacle along a predetermined design path.
- 2) Once the pilot hole has been completed, the borehole must be enlarged to a suitable diameter for the product pipeline. This is accomplished in the second stage of the Horizontal Directional Drilling Process by "pre reaming" the horizontal boring to successively larger diameters.
- 3) After the hole is enlarged, the product pipe can be pulled through a pullback. A reamer is attached to the drill string and then connected to the drill head to pull the pipe through a rotary motion.
- 4) In the Horizontal Directional Drilling Process includes pressure testing to ensure the integrity of the pipe.

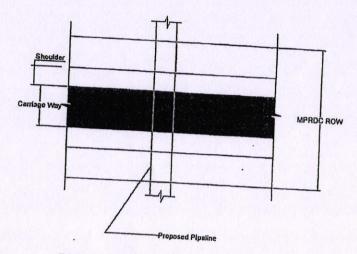
Trench excavation details are given below: -

Sr. No.	Type of Pipe	Carrier Pipe Diameter (mm)	Depth of Trench at GL in meter	Width of Trench in meter
1.	MS	1000	2.200	1.4
2.	DI	350	1.550	7.5
3.	DI	300	1.500	0.7
4.	DI	200	1.400	0.6

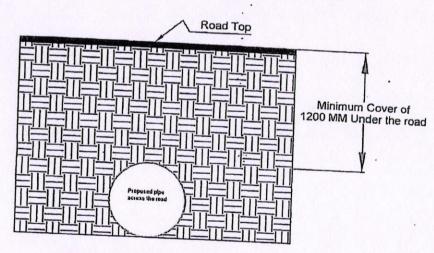








PLAN of PIPE LAYING ACROSS THE ROAD



CROSS SECTION OF PIPE LAYING ACROSS THE ROAD



General Manager MP Jal Nigam 8 **PIU Rewa**

ROAD

M.P.R.D.C. Ltd. Dn. No.1, Rewa

Shoulder

Proposed pipo

LONGITUDINAL SECTION OF PIPE LAYING ACROSS THE

Road Top

Minimum Cover of 1200 MM Under the road

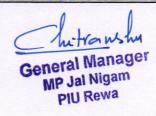
Divisional Manager M.P.R.D.C. Ltd Dn. No. 1, Rewa

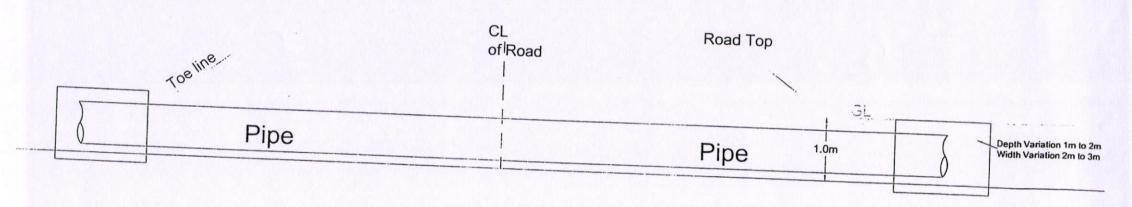
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	REWA-HANUMANA NH-07				
Toe Line	Total ROW	Pipe Diameter (mm)	Remarks	Site Photograph	
30	60	MS 1000	Left side alignment & shifted to Right side (towards Hanumana)	Ramnai, Madhya Pradesh, India HC99+P2C, Ramnai, Main, Madhya Pradesh 488114, India Lat 24,588087 Long 81,41749° 24/02/24 09:24 AM GMT +05:30	
30	60	DI 200	Left side alignment & shifted to Right side (towards Hanumana)	Suarha, Madhya Pradesh, India MJMX-38P, Suarha, Madhya Pradesh 486338, India Lut 24.682472* Long 81.618092* 22/02/24 06:08 PM GMT 105:30	
30	60	MS 1000	Left side alignment & shifted to Right side (towards Hanumana)	Panni, Madhya Pradesh, India Panni Mod Bus Stop, Panni, Madhya Pradesh 486333, India Lat 24.674711 Long 81.809661* 22/02/24 12:12 PM GMT +05:30	
30	60	DI 350	Left side alignment & shifted to Right side (towards Hanumana)	GPS Map Camera Mudariyapaharu, Madhya Pradesh, India Service Rd, Mudariyapaharu, Madhya Pradesh 486331, India Lat 24.878279 Long 81.841867* 22/02/24 02:15 PM GMT +05:30	
30	60	DI 300	Left side alignment & shifted to Right side (towards Hanumana)	22 - 1576 2 - 107 (1000 2 - 100 - 44 - 44 - 44 - 44 - 44 - 44 - 4	







Cross Section details for HDD crossing of pipe laying

Authorised *
Signatory Signatory Signatory

A.G.M.

M.P.R.D.C. Ltd

No.1, Rewa

Chi+raushu

General Manager MP Jal Nigam PIU Rewa

Divisional Manager
M.P.R.D.C. Ltd
Dn No 1.Rewa

2065889/2024/RO Bhopal

Office of the General Manager Madhya Pradesh Jal Nigam Maryadit

Project Implementation Unit, Rewa

Regd. Office: Second floor B- Block Shilpi Plaza, SBH-1, Rewa -486001 (Website: www.mpjalnigam.mp.gov.in, Ph. No.-07662-310155

CIN-U41000MP2012SGC028798 E-mail-gmrewa.jalnigam@mp.gov.in)

No. 980 / 2024/MPJNM/PIU/Rewa

Dated 5/3/24

Certificate

It is certified that for future widening/development work: "we do undertake that will relocate service road/approach road/approach road/utilities at my own cost notwithstanding the permission granted within such time as well be stipulated by MPRDC"

General Manager

M.P. Jal Nigam Maryadit

P.I.U. Rewa

General Manager MP Jal Nigam PIU Rewa 2065889/2024/RO Bhopal

Office of the General Manager Madhya Pradesh Jal Nigam Maryadit

Project Implementation Unit, Rewa

Regd. Office: Second floor B- Block Shilpi Plaza, SBH-1, Rewa -486001 (Website: www.mpjalnigam.mp.gov.in, Ph. No.-07662-310155

CIN-U41000MP2012SGC028798

E-mail-gmrewa.jalnigam@mp.gov.in)

No. 580 / 2024/MPJNM/PIU/Rewa

Dated 5/2

Certificate

It is certified that laying of water pipe line will not have any deleterious effects on any of the bridge components and roadway safely for traffic.

General Manager
M.P. Jal Nigam Maryadit

P.I.U. Rewa

General Manager MP Jal Nigam PIU Rewa

CHECK-LIST

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

Relevant circulars

- 1. Relevant Circular 1 Ministry Circular No. NH-41(58)/68 Dated 31.01.1969
- 2. Ministry Circular No. NH-III/P/66/76 Dated 18/19-11-1976
- 3. Ministry Circular No. RW/NJ-III/P/66/76 Dated 01.05.1982
- 4. Ministry Circular No. RW/NH/11037/1/86-DO (ii) Dated. 28.07.1993
- 5. Ministry Circular No. RW/NH/11067/1/86 DOI Dated 19.01.1995
- 6. Ministry Circular No. RW/NH/34066/2/95/S&S Dated 25.10.1999
- 7. Ministry Circular No.RW/NH/34066/7/2003 S&R Dated 17.09.2003

CHECK LIST FOR GETTING APPROVAL FOR LAYING OF DRINKING WATER SUPPLY PIPELINE ON NH/SH/MDR LAND

S.No.	Item	Information/Status	Remarks
1	General Information	Permission for Laying of pipeline across the road at 5 locations on Rewa-	
		Hanumana (NH-7) at 223.240, 194.740, 177.700, 174.900 & 147.785	
1.1	Name and address of the Applicant	General Manager, MPJNM-PIU (Rewa), Second Floor. B-Block, Shilpi Plaza, SBH-1, Rewa-486001	
1.2	NH/SH Number	Rewa-Hanumana National Highway-27	
1.3	State	Madhya Pradesh	
1.4	Location	Ramnai, Suarha, Panni, Mauganj, Hanumana Rewa (M.P.)	
1.5	Chainage in KM	CH. KM. 223.240, 194.740, 177.700, 174.900 & 147.785	
1.6	Length in Meter	NA	- 5
1.7	Width of available ROW	60 Meter	
	(A) Left side from centre line (towards increasing chainage/ km direction.	30 Meter	
	(B) Right side from centre line (towards increasing chainage/km direction.	30 Meter	
1.8	Proposal of construct pipe culvert for crossing of distributary canal.	NA	>
	(A) Left side from centre line (towards increasing chainage/ km direction.	NA	2

A.G.M. Ltd

A.G.M. Ltd

A.G.M. Ltd

13

General Manager

On No 1. Rewa

MP Jal Nigam PIU Rewa

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	(B) Right side from centre line (towards Increasing chainage/ km direction.	NA	
1.9	Proposal to acquire land.	NA	
	(A) Left side form centre line.	NA	
	(B) Right side from centre line.	NA	
1.10	Whether proposal is in the same side where land is not to be acquired.	NO	
	if not then where to lay the pipe	Across the Road	
1.11	Details of already laid services, if any, along the proposed route.	Not Laid	
1.12	Number of lanes (2/4/6/8 lanes) existing.	4 Lane	
1.13	Proposed Number of lanes. (2 lane with paved shoulders/4/6/8 lanes)	4 Lane	
1.14	Service road existing or not) Y/N. if yes then which side.	No	
1.15	Proposed Service Road	No	
	(A) Left side from centre Line. (width)	N.A.	
	(B) Right side from centre line. (width)	N.A.	
1.16	Whether proposal to lay pipeline is beyond the service road or between the service road and main carriageway.	Across the road	MArough HDD method
1.17	The permission for laying of water pipeline shall be considered for approval/rejection based on Ministry Circular mentioned as above.	Approval	7000
	(A) Carrying of sewage/gas pipeline on highway/ bridges shall not be permitted as fumes/gates pipes can accelerate the process of corrosion or may cause explosions, thus being much more injurious that leakage of gas.	N.A.	
	(B) Carrying of Gas pipeline on bridges shall also be discouraged, however if the gas authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized the may be permitted to carry the pipeline in Independent superstructure supported on extended portions of pilers and abutment in such a manner that in the final agreement enough free spade around the superstructure of the bridge remains available for inspection and repairs etc.	N.A.	
	(C) Cost of required extension of the sub- structure as well as that the supporting superstructure shall borne by the agency in charge of the utilities	YES	

Authorised Signatory Signatory Water Supply

A.G.M. Ltd 2

P.R.D.C. Ltd No.1, Rawa

14

General Manager MP Jal Nigam PIU Rewa

	(D) Service are not being allowed indiscriminately on the parapet/any part of the bridge safely of the bridge has to be kept in view while permitting a various service along bridge approval are to be accorded in this regard with the concurrence of the ministry's project chief engineers only	YES	
1.18	Is crossing of the road involved, if yes, it shall be either encased in pipeline or through structure or conduit specially built for the purpose at the expenses of the agency owning the line.	YES	
	A. Existing drainage structure shall not be allowed to carry the lines.	Agree	
	B. Is it on a normal to NH	YES	
	C. Crossing shall be too near the Existing structure on the National Highway. The minimum distance being 15m. what is the distance from the existing structure.	Agree	
	D. The casing pipe (or conduit pipe in case of electric cable) carrying the utility line shall be of steel cast iron or reinforced cement concrete and have adequate strength and be large enough to permit ready drawl of the carrier pipe/cable.	Agree	
	E. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does as a drainage path	Agree	
	F. The casing/pipe shall be sealed from drain to in cuts and toe of slope in the fills.	Agree	
	G. The top of the casing/conduit pipe should be at least 1.2m below the surface of the road subject to being at least 03m below the drain invert	Agree	
	H. Crossing shall be by boring method (HDD) specially where the exiting road pavement is of cement concrete or dense bituminous concrete	Agree	
	I. The casing/conduit pipe shall be Installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	YES	
1.18.1	if crossing of the road involved, total no. of crossing	5	
1.18.2	Location of crossing	1) CH. KM. 223.240 2) CH. KM. 194.740 3) CH. KM. 177.700 4) CH. KM. 174.900 5) CH. KM. 147.785	\ \ \
1.18.3	Total crossing charges @1.00 lakh per crossing	5,00,000/-	ciona

Authorised & Signatory & Signatory

M P.R.D.C. Ltd

General Manager
MP Jal Nigam
PIU Rewa

File No. RW/BHP/MP/waterpipeline(166)/2024-25 (Computer No. 237775)

Generated from eOffice by Shubham Kaushal Ahirwar, AEE(RO Bhopal)SKA, AEE, MORTH on 17/05/2024 08:26 PM

.18.4	Deposit details of crossing charges.		
	(i) Demand draft no & date.		
	(ii) Issuing bank.		
	(iii) Valid up to		
	(iii) valid up to		
2	Documents/Drawings enclosed with the	YES, Attached	
	proposal.		
2.1	Cross section showing the size of the trench	NA	
	for open trenching method if is normal size of		
	12 deep x 3 m width.		
	(i) Should not be greater than 60cm wider	NA	
	than the outer diameter of the pipe.		
	(ii) Located as close to the extreme edge of	NA	
	the right of way as possible but not less than		
	15m from the centre lines of the nearest		
	carriage way.		
	(iii) Shall not be permitted lop run along the	NA	
	National Highway when the road formation is		
	situated in double culling not shall these be		
	laid over existing culverts and bridges.		
	(iv) These should be so laid that their top is at least 0.6m below the ground level so as	NA	
	not to obstruct of the road land		
2.2	Cross section showing the size of pit and	Attached	
2.2	location of pipe for HDD method	Attached	
2.3	Strip plan/Route Plan showing the pipe,	Attached	
5	Chainage, width of ROW, distance of	Attached	
	proposed, pipe from the edge of ROW,		
	Important milestone, intersections, cross		
	drainage works etc.		
2.4	Methodology for laying of water pipeline	Attached	
2.4.1	Open trenching method (may be allowed in	YES	
	the utility corridor only where pavement is		
	neither cement concrete nor dense		
	bituminous concrete type, its methodology of		
	refilling of trench.		
	A. The trench width should be at least 30cm	YES	
	but not more then 60m wider than the outer		
	diameter of the pipe.		
	B. The filling of the trench. Bidding shall be to	YES	
	a depth of not less than 30cm, It shall consist		
	of granular material. Free of lumps clods and		
	cobbles and graded to yield a firm surface		
	without sudden change in the bearing value.		
	Unsuitable soil and rock edges should be		
	excavated and replaced by selected material.		
	C. The backfilling shall be completed in two	Agreed	
	stages		
	(i) The side to the level the top of the pipe and		
	(ii) Overall, to the bottom of the road crust D. The side fill shall consist of granular	Agroad	
	material laid in 15m layers each consolidated	Agreed	. 1
	by mechanical tempering and controlled		
	additional concerned agency.		
5.2	Renewal of bank guarantee	In case the submitted	1
	Transmit of built guarantee	expires in between	- weignal
J.2			Shore
	Confirming all standard condition of	YFS	DIAIDIG
.3	Confirming all standard condition of MPRDC's Guideline.	YES	Divisions M.P.R.

Authorised Signatory Signatory Water Supplement

A.G.M.
M P.R.D.C. Ltd.
Dn No.1, R6wa

General Manager MP Jal Nigam PIU Rewa

5.4	Shifting of water pipeline as and when	Applicant	
5.5	required by MPRDC at their own cost. Shifting due to widening of Road	Applicant	
5.6	Indemnity against all damages and claims	Applicant	
5.7	Traffic movement during laying of water	YES	
	pipeline to be managed by the applicant		
5.8	If any claim is raised by the Concessionaries (if any) then the same has to be paid by the applicant	YES	
5.9	Prior approval of the MPRDC shall be obtained before undertaking any work of installation, shifting of repair of alteration to the showing water pipeline located in the right of ways	YES	
5.10	Expenditure if any incurred by MPRDC for repairing any damage cause to the Road by the laying maintenance of shifting of the water pipeline will be borne by the agency owning the line	YES	
5.11	If the MPRDC consider, if necessary, in future to move the utility line for any work of improvement or repair of the road. It will be carried out as desired by the MPRDC or the cost of the agency owning the utility line within a reasonable time (not 60 days) of the intimation given	Agreed	
5.12	Certified from the applicant in the following format	Attached	
	(i) Laying of water pipeline will not have any deleterious effects on any of the bridge components and roadway safely for traffic.	Attached	
	(ii) for future widening/ development work: "we do undertake that will relocate service road/ approach road/ approach road/utilities at my own cost notwithstanding the permission granted within such time as well be stipulated by MPRDC	Attached	
6	Who will sign the agreement on behalf or water pipeline agency	General Manager, MPJNM-PIU (Rewa)	
7	Certificate from the Divisional Manager	Will district (Newa)	
7.1	Certificate for confirming of all standard condition issued, vide ministry circular no. NH 41/(58)/68, Dated 31.01.1969. Ministry circular NH-IIIP/66/76 Dated 18/18/1/1976. Ministry circular RWIII/P/66/76 Dated 18/19/1/1976. Ministry circular no. RW/NHIII/P/56/76, Dated 11.05.1982. Ministry Circular no.RW/NH- 11037/1/88-DOI (ii) dated 02/07/1993. Ministry circular no.RW/NH-11037/186/DOI DATED 19- 01-1995		
	Ministry circular no. RW/NH/31066/2/05/S&R. Dated 25.10.1999 and Ministry circular no. RW/NH 34066/7/2003 S&R (B) Dated 17.09.2003		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
7.2	Certificate for DM MPRDC in the following format (i) It is certified that any other location of the waterpipe line would be extremely difficult		Divisional

Authorised * Signatory Signatory Water Sund

A.G.M.
M.P.R.D.C. Ltd.

General Manager
MP Jal Nigam
PIU Rewa

File No. RW/BHP/MP/waterpipeline(166)/2024-25 (Computer No. 237775)

	and unreasonable costly and the installation of water pipeline with in ROW will not adversely affect the design stability and traffic safety of the highway nor the likely future improvement such as of the carriageway casing of curve etc.	
	(ii) for 2/4/6 Lanning	*
	(a) Where there is feasibility available" I do certify that there is will be no hindrance to proposed two/four/six Lanning based on the feasibility report considering proposed structure at the side location"	
	(b) in case feasibility report is not available "I do certify that sufficient ROW is available at side for accommodating proposed two/four/six Lanning"	
8	If road section proposed to be taken up by MPRDC on BOT basis a clause is to be inserted in the agreement the permitted highway on which licensee has been granted the right to lay water pipe line cable/ duct has also been granted as a right to way to the concessionaire under the concession agreement for up gradation of (section from Kmto Km of NH/SH/MDR (Badwar-Tamara-Sitapur-Mauganj) on build, operate and transfer basis) and therefore the licensee shall Honours the same	
9	Who will supervise the work of laying of water pipeline	SQC
10	Who will ensure, that the defect in road portion after laying of water pipeline are corrected and if not corrected then what action will be taken?	Applicant
11	Who will pay the claims for damages done/disruption in working of concessionaire, if asked by the concessionaire	Applicant

Apphopised * 300 Martin Silvatory 300 Martin Silvat

A.G.M. Ltd.
M.P.R.D.C. Ltd.
NO.1, ROWA

General Manager MP Jal Nigam PIU Rewa

Divisional Managel
M.P.R.D.C. Ltd
M.P.R.D.C. Ltd

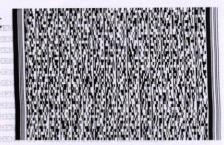


DEPARTMENT OF REGISTRATION AND STAMPS

DEPARTMENT OF REGISTRATION AND STAMPS

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Madhya Pradesh



Certificate of Stamp Duty

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Organization Name ESISTRATION	M.P. JAL NIGAM MARYADIT, PIU-REWA
Address riment of registration	B BLOCK SECOND FLOOR SBH-1 SHILPI PLAZA REWA REWA Madhya Pradesh
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Number of Persons REGISTRA	- SETRATION AND STARRES
A THE REPORT OF THE PROPERTY O	Second Party Details
Organization Name	MPRDC
Address RIMENT OF REGISTRA	OLD PWD WORKSHOP CHIRAHULA COLONY REWA REWA Madhya Pradesh INDIA

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DEPARTMENT OF REGISTRATION AN

MAYOU

Affidavit

Subject: -Permission for Laying Water Supply Pipeline of 1000, 350, 300 & 200 mm dia MS 2 and DI pipe for drinking water pipeline scheme at Rewa across Rewa-Hanumana National

and DI pipe for drinking water pipeline scheme at Rewa across Rewa-Hanumana National Highway-7 at 5 locations at (223.240, 194.740, 177.700, 174.900 & 147.785).

1. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake not damage to other Utility. If Damaged, then MPJNM-PIU will pay the losses either to MPRDC or to concerned agency.

- 2. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake to renewal of bank guarantee whenever it expires.
- 3. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that MPJNM will confirm all standard condition of MPRDC guidelines.
- 4. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that MPJNM will shift the Water Pipeline as and when required by MPRDC at their own cost.
- 5. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that MPJNM will shift Water pipeline due to widening of Road.
- 6. on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake MPJNM that it shall be liable to pay compensation to the concerned agency.

7, on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that MPJNM will take care of traffic movement during laying of water supply pipeline.

Anil Kumar Shrivastard Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake to pay claims Notary Distr. Revit any claim; if raised by the Concessionaire (if any)

Reg. No. MP 36/20/12 | Distt. Rowa 21 - 4 (4) 2023 |

Validity 12/12/023 on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that prior approval of the MPRDC shall be obtained before undertaking any work of installation shifting or repairs of all alteration of the showing water pipeline located in the right of ways.

- 10. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that MPJNM will bear expenditure if any incurred by my MPRDC for repairing any damage cause to the Road by the laying maintenance or shifting of water pipeline.
- 11. I on Behalf of Madhya Pradesh MPJNM-PIU Rewa (M.P.) hereby undertake that if the MPRDC consider, if necessary, in future to move the utility line for any work of improvement

Authorised Signatory Water Super

1 1 MAR 2024

Genera Wanagei MP Jai Nigam PIU Rewa repair of the road, It will be cared out as desired by the MPRDC at the cost of MPJNM within

esonable time of the intimation

Anil Kumar Shrivastava Notary Distr. Rewa (M.P.) Reg. No. MP 36/20/12 Distr. Rewa 21 -4 (4) 2023 Valida 1-2/12/2028

ADHYAPR 12. This certifies that

wa M.P.

. No 21 -4 (€) 20

idity 12/12/2024

- (a) Laying of water pipeline will not have any deleterious on any bridge components and roadway safety for traffic.
- (b) For future widening / development work "we do undertake that will relocate service road/ approach road/utility at my own cost notwithstanding the granted with such time as well stipulated by MPRDC.

For Madhya Pradesh MPJNM-PIU

Authorised ***
Signatory **

Authorised **

Authori

General Manager (Rewa)

DECINED SEALED AND BETT ERED FOR AND BEHALF OF AUTHORITY

SIGNED ON BEHALF OF M/S (LICENSEE)

BY SHRI....(Signature, Name & Address with Stamp)

(WITNESSES)

Remarks to the second

And Themat Shriveston



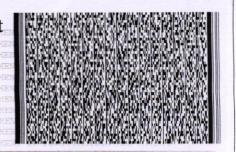
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Certificate of Stamp Duty

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Deed Details

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	Deed Instrument	REGISTRATION	AND	If relating to the sale of bill of exchange One rupee for every rupees 10,000 or part
)	DEPARTMENT OF DEPARTMENT OF		AND	thereof. Traigned has a traigned of REGISTRATION AND STAMPS

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First Party Details

Organization Name M/s DILIP BUILDCON LTD

Address riment of registratic PLOT NO.05, INSIDE GOVIND NARAYAN SINGH GATE, CHUNA BHATTI, KOLAR

ROAD, BHOPAL MP BHOPAL Madhya Pradesh INDIA

Number of Persons 1

Second Party Details

Organization Name M.P. JAL NIGAM MARYADIT, PIU-REWA

Address RIMENT OF REGISTRA B BLOCK SECOND FLOOR SBH-1 SHILPI PLAZA REWA REWA Madhya Pradesh

INDIA

DEPARTMENT OF REGISTRA

Number of Persons

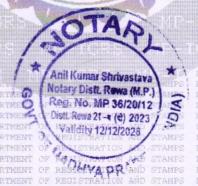
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Digitally signed by SHIV TRATION AND STAMPS PRASAD GUPTAF REGISTRATION AND STAMPS

Date: 2024.03.11 18:02:24

1 MAR 2024

Deponent
General Manager
MP Jal Nigam
PIU Rewa



AGREEMENT REGARDING GRANTING OF WATER PIPE LAYING PERMISSIONS FOR LAYING UTILITY SERVICES ACROSS MANAGAWA-CHAKGHAT NH-27

Agreement to lay water pipeline across the road at CH. KM (223.240, 194.740, 177.700, 174.900 & 147.785) of Rewa-Hanumana NH-7.

This Agreement made this day of (month) of (year) between _______ acting in his executive capacity through Divisional Manager, MP Road Development Corporation Rewa Division. (Here in after referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/S Dilip Buildcon Limited. a company registered under the Companies Act, 1956 and having its Registered Office at Plot NO-5, Inside Govind Narayan Singh Gate, Chuna Bhatti, Kolar Road, Bhopal (M.P.), (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 Road at CH. KM (223.240, 194.740, 177.700, 174.900 & 147.785) of Rewa-Hanumana NH-7.

Whereas the Licensee proposes to lay pipeline referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay underground water pipeline services across the road at CH. KM (223.240, 194.740, 177.700, 174.900 & 147.785) of road.

And whereas the Authority has agreed to grant such permission for laying water pipeline services leave on the MPRDC as per terms and conditions hereinafter mentioned.

Now this agreement witnessed 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 here to subject to the following conditions, namely.

Water pipe lay permissions are only enabling in nature. The purpose of extending the way leave facility on the NH Road is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which is granted.

- 2. No Licensee shall claim exclusive right on the Road and any subsequent user will be permitted to use the Road, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial Infrastructure facilities.

Authorised * Signatory Water Supril

Museus Strivastava

otary Dist. Rawa (M.P.) Reg. No. 169 \$6/20/12

Validity 12/12/2028

MADHYA PT

reponent

1 1 MA28

General Vigam ZUZ4MP Jai Nigam PIU Rewa



- The Licensee shall pay license fees @...../to the Authority. The License fee shall become payable from the date of handing over of road land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards, Tariff and Terms and conditions for providing common utility ducts along National 23 Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 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 roadside 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.

Anil Kumar Shrivas 10. It is to be ensured that at no time there is interference with the drainage of the road Notary Distt. Rawa (M.P.) 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.

- ADAMA PRI 1. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IPC 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 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.



Reg. No. MP 36/20/12

Distt. Rewa 21 - 대 (회) 2023

Validity 12/12/2028

Deponers

I. Rewa (M.P 3#8 21 -4 (4) 2023

4. The utility services shall cross the National Highway preferable on a line normal or as nearly so as practicable.

Notary Dist. Rewa (M.P. Reg. No. MP 36/20/12 Distt. Rewa 24 - 年 (司) 2023

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 30 cm. but not more than 60 cm 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 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or pending 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 into the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
- Anii Kumar Shrivastava Notary Distr. Rewa (M.P.) tary District 18.2 All required restoration works subsequent to laying of the pipeline shall be required to list. Reva 24 (a) 2023 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 commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route meter/ Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in 1957 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.



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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;

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- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
- 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 claims by forfeiture of Bank Guarantee.

24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

And Kumar Shrivastava 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic Notary Dist. Repair (MP.) and (b) no damage to the highways. As far as possible, the Licensee satisfying (a) minimum disruption of traffic cutting of the road for crossing highway, and other roads and 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 forfeiture of the Bank Guarantee.



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26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.

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- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services are laid, and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
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32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH ROW will be permitted for any purpose other than that specified in the Agreement.

- During the subsistence of this Agreement, the utility services located in highway land property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
 - 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
 - 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo tagged photographs and geo-tagged video recordings of laying of pipeline in the trench (with respect to the NH/MDR) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.



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Notary Distt. Rawa (M.P. 36. The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions

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- 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - A. operation, repair and maintenance guidelines given manufacturers,
 - B. the requirements of Law
 - C. the physical conditions at the Site, and
 - D. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while 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.

lotary Distr. Royal 11. After the termination/expiry of the agreement, the Licensee shall remove the utility Rewa 24 - (5) 2023 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 of removal of utility services the License 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 50 m 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.



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For PPP Projects, in case of any financial loss incurred by the respective projectastava concessionaires due to such laying/shifting of utility services by the Licensee a M.P. compensation for the same shall be required to be borne by the Licensee in mutual 1/20/12 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 has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S

BY SHRI

Deponent Bayar Water Subdivision

General Mariager MP Jai Nigam PIU Rewa

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED...... EXECUTED IN ACCORDANCE WITH RESOLUTION NO._____ DATED______ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON

IN THE PRESENCE OF (WITNESSES):

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