



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

कर्नाटक क्षेत्र, क्षेत्रीय कार्यालय, बेंगलूरु

Karnataka Region, REGIONAL OFFICE, BENGALURU

बेंगलूरु - तुमकूर सड़क (एन.एच-४), एम. एस. रामय्या इंकलेव, नागसंद्रा मेट्रो स्टेशन के बगल में, बेंगलूरु - ५६० ०७३.
Bengaluru - Tumakuru Road (NH-4), M.S. Ramaiah Enclave, Beside Nagasandra Metro Station, Bengaluru - 560 073

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भारतमाला
प्रगति के पथ पर अग्रसर
BHARATMALA
ROAD TO PROSPERITY

NHAI/RO-BNG/23021/03/2020-21/ 638

Date: 05.06.2020

Invitation of public comments

Sub: Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Nelamangala junction on NH-4 with NH-48 to Devihalli from Km 28.200 to Km 110.00 of NH-48 in the State of Karnataka under NHDP Phase-IIIA on Build Operate and Transfer (BOT) basis – Request for granting permission to lay 14” dia UG Liquefied Petroleum Gas pipeline along with OFC for crossing NH-75 at Km 175.03 in the State of Karnataka - **Reg.**

Ref: 1. PD Hassan letter No. NHAI/25011/1/PIU-Hassan/2020/149 dated 21.05.2020
2. M/s. HPCL Lr No. HPCL/HCLP/NH/ROU/KN/2018/15 dated 15.11.2018.

The Project Director, PIU-Hassan vide letter cited 1st above, has submitted the proposal of M/s. Industan Petroleum Corporation Ltd for approval of the Competent Authority.

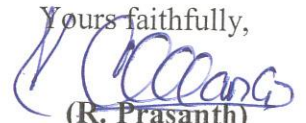
2. From the submitted proposal, it is observed that, the lay 14” dia UG Liquefied Petroleum Gas pipeline along with OFC for crossing NH-75 at Km 175.03 in the State of Karnataka.

3. As per para-4 of Ministry's Circular No. RW/NH-33044/29/2015/S & R (R) dated 22.11.2016, the Highway Administration 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).

4. In view of the above, the comments/objections of affected public is hereby invited with reference to Ministry's circular dated 22.11.2016 for the above mentioned proposal. The objections/comments may be addressed to the below mentioned address, which should reach by this office within 30days from the date of publication beyond which no comments shall be entertained.

Regional Officer
National Highways Authority of India
Regional Office
Bengaluru-Tumakuru Road (NH-4),
M.S. Ramaiah Enclave,
Beside Nagasandra Metro Station,
Bengaluru - 560073.
Email Id: ronhaibangalore@gmail.com
robangalore@nhai.org

5. This issues with the approval of Competent Authority.

Yours faithfully,

(R. Prasanth)
Manager (Tech)

Copy to:-

1. The Web admin, NHAI, HQ, New Delhi for Uploading on NHAI's website.
2. Senior Technical Director, NIC, Transport Bhawan, New Delhi- 110001 for uploading on Ministry's website.
3. Project Director, NHAI, PIU-Hassan.. for Information.
4. M/s. Industan Petroleum Corporation Ltd, Hassan Cherlapalli LPG Pipeline - for information.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

Project Implementation Unit, Hassan

परियोजना कार्यान्वयन इकाई - हस्सान

Kanaka Nilaya', Khatha No. 738, 5th Main Road, 2nd Cross, Indranagar, Sathyamangala Layout, Hassan-573201.
कनाकानिलाया, खातानं. 738, 5 मुख्यरोड, 2 गली, इन्द्रानगर, सत्यमंगला लेआउट हस्सान. 573201

Tele : 08172-240215
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nhaipiuhasan@gmail.com



भारतमाला
BHARATMALA
प्रगति के पथ पर अग्रसर
ROAD TO PROSPERITY

No. NHAI/25011/1/PIU-Hassan/2020/ 149

21.05.2020

To,

The Regional Officer

NHAI, Regional Office

Bengaluru-Tumkur Road (NH-4)

Ramaiah Enclave, Nagasandra

Bengaluru - 560073

Sub: Design, Engineering, Construction, Development, Finance, Operation and Maintenance of Nelamangala Junction on NH-4 with NH-48 to Devihalli from km 28.2 to km 110.00 of NH-48 in the State of Karnataka under NHDP Phase-IIIA on Build Operate and Transfer (BOT) basis - Request for granting permission to lay 14" dia UG Liquefied Petroleum Gas pipeline along with OFC for crossing NH-75 at km 175.03 in the state of Karnataka.

- Ref:** 1) M/s HPCL letter no. HPCL/HCPL/NH/ROU/KN/2018/15 dated 15.11.2018 addressed to PIU.
2) PIU letter no. 1634 dated 28.12.2018 addressed to Concessionaire and IE.
3) M/s MSV International Inc., Hassa letter no. Inspection/358 dated 13.02.2019 providing comments on proposal.
4) M/s Devihalli Hassan Tollway Ltd., letter no. 45Z/784 dated 20.02.2019 providing comments on proposal.
5) PIU letter no. 2216 dated 22.03.2019 addressed to your office for compliance.
6) HPCL letter no. HPCL/HCPL/NH/ROU/KN/2018/15/1 dated 29.03.2019 addressed to PIU, providing compliance.
7) PIU letter no. 29 dated 03.04.2019 addressed to your office to deposit DD for Rs. 75,450/- and performance BG of Rs. 15,000/- with a validity of 1 year.
8) PIU letter no. 599 dated 29.06.2019 addressed to HPCL for introduction of verification clause for the BG as per NHAI Policy dated 31.12.2018
9) HPCL letter no. HPCL/HCPL/NH/ROU/KN/2018/15/A dated 13.12.2019 submitting DD for Rs. 75,450/-.
10) Your office letter no. HPCL/HCPL/NH/ROU/KN/2020/15/B dated 13.01.2020 submitting BG for Rs. 1 lakh.
11) PIU letter no. 2140 dated 12.02.2020 addressed to HPCL for validation of DD.
12) M/s HPCL letter no. HPCL/HCPL/NH/ROU/KN/2020/15/C dated 04.05.2020 submitting revalidated DD 3 MONTHS FROM 14.03.2020.

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Corporate Office: G-5 & 6, Sector-10, Dwarka, New Delhi - 110075.

Regional Office: Bengaluru-Tumkur Road, MS Ramaiah Enclave, Beside Nagasandra Metro Station, Bengaluru - 560073

Sir,

1.0 Vide HPCL letter at S No. 1 under reference, proposal was submitted for expeditious action for permission to crossing of gas line at km 175.03 of NH-75 with drawings and Checklist. Vide letter at S No 2 the proposal was forwarded to Concessionaire and Independent Engineer for their comments on the proposal.

1.1 The comments of the Independent Engineer was provided vide letter at S No 2 under reference and comments of Concessionaire was provided vide letter at S No 3 under reference.

1.2 The comments/observations of both Independent Engineer and Concessionaire were communicated to Agency vide PIU letter at S No. 5 under reference for compliance. The compliance as submitted by HPCL through letter at s No 6 under reference is reproduced against each observations:

| SNo. | Observations | Compliance |
|------|--|--|
| 1 | The location of the underground LPG pipeline along with 40 mm dia HDPE duct for OFC line crossing at km 175.03 on N-75. The horizontal alignment is straight and the vertical alignment is in valley curve with Ascending gradient of 2.032% towards Hassan and 3.315% Descending gradient on Bangalore side. The embankment is low about 0.3m height. | The indicated details are correct as per site condition. |
| 2 | The HPCL propose underground LPC pipeline crossing at above location with 14" dia carbon steel LPG pipeline along with 40 mm dia HDPE duct OFC is proposed to be laid in a casing pipe of 18" dia at a minimum depth of 1.2 m below the GL through HDD method. | For laying 14" dia Carbon Steel LPC pipeline along with 40 mm dia HDPE duct OFC in a casing pipe of 18" dia is very difficult. Therefore we are proposed to be lay 14" dia Carbon steed LPC Pipeline along with 40 mm dia HDPE duct OFC in a casing pipeline along with of 20" dia and same is shown in the drawing and same is resubmitting for the proposal. |
| 3 | If any time in future, the LPG pipeline is to be shifted due to any reasons, the HPCL, Mumbai has to shift the pipeline at their own risk and cost | Action will be taken accordingly from your department. |
| 4 | The Concessionaire, Consultants and the NHAI has to be informed in advance about commencement of work and during execution. | Action will be taken accordingly from our department |

| | | |
|----|--|---|
| 5 | As the LPG pipeline drilling is being taken at km on NH-75, necessary traffic and safety precautions have to be taken up the executing agency, and they should be responsible for uninterrupted traffic at the location | All precautions for the traffic safety at the time of execution will be taken |
| 6 | The other usual conditions are as per the NHAI circular guidelines. | Yes accepted. |
| 7 | Chainage as per checklist enclosed is 175.560 but as per actual site location it is 175.030 | As per your instruction we planned to cross the NH-75 at road chainage 175.03 and same is shown in the drawing and same is resubmitting the proposal. |
| 8 | The Concessionaire of the Project Highway recommended permission for laying of underground LPG pipeline of 14" dia Carbon Steel pipe along with 40 mm dia HDPE duct OFC is proposed to be laid in a casing pipe of 18" dia at a minimum depth of 1.2 m below the GL, at km 175.030 on NH-75 subject to the following conditions specified in Annexure-1 below. | For laying 14" dia Carbon Steel LPC pipeline along with 40 mm dia HDPE duct OFC in a casing pipe of 18" dia is difficult. Therefore, we are proposed to be lay 14" dia Carbon Steel LPG pipeline along with 40 mm dia HDPE duct OFC in a casing pipe of 20" dia and same is shown in the drawing and the same is resubmitted for the proposal. As per Annexure I all the terms and conditions will be completed. |
| 9 | Concessionaire will have full rights to claim, if any, damages occur to the assets of the Highway during the work taken place. | Yes, Accepted. |
| 10 | No damage to occur to any of the Highway assets like BT Road Structures, crust of highway at this cross section at km 175.03 kerb, Plantation etc., | Action will be taken accordingly from our department. |
| 11 | An undertaking from the Agency towards acceptance for reimbursing the claim of the Concessionaire toward the damage claims to the assets if occurs. | Undertaking enclosed. |
| 12 | The other usual conditions are as per the NHAI circular guidelines. | Yes, we have accepted the conditions of NHAI guidelines. |
| 13 | Concessionaire, IE and NHAI ^{NHAI} has to be informed in advance about commencement of the work during execution | Action will be taken accordingly from our department |

| | | |
|----|--|----------------|
| 14 | If the pipeline (LPG-Gas) requires shifting due to any reason what so ever, HPCL-Mumbai has to bear the whole cost and risk of such shifting as desired. | Yes, accepted. |
|----|--|----------------|

1.3 Vide PIU letter at S No 7 under reference the Agency was requested to provide License Fee and Performance BG.

1.4 Whereas the License Fee of R. 75,450/- was provided in the form of DD vide letter at S No. 10 under reference and BG was provide vide letter at S No 11 under reference.

1.5 As the validity of DD was over by the time BG was submitted, HPCL was requested to validate the DD, vide PIU letter at S No 11 under reference. The re-valid DD bearing no. 68648 dated 17.03.2020 was submitted vide HPCL letter at S No. 12 under reference.

1.6 Also vide their letter at SNo. 10 under reference performance Bank Guarantee amounting to Rs.1,00,000/- vide BG bearing no. 0393BGR0178020 valid upto 12.12.2020 in favour of Project Director, PIU, NHAI, Hassan drawn in ICICI Bank is enclosed.

2.0 The necessary incorporations are carried out in the revised proposal & Compliance submitted by M/s HPCL, Bangalore are in order.

3.0 In view of the above recommendations of Concessionaire and Independent Engineer, the proposal is recommended herewith to lay 14' dia UG LPG pipline along with PFC crossing NH-75 at km 175.03 subject fulfillment of conditions put-forth by Independent Engineer and Concessionaire. The original proposal along with check-list, modified drawings, undertakings, Agreement, compliance and license fee in the form of DD for an amounting to Rs. 75,450/- and performance Bank Guarantee amounting to Rs. 1,00,000/- forwarded herewith for according approval of competent Authority

Yours sincerely,

[Col AK Janbaz (Retd)]
GM (T) & Project Director
PIU-Hassan

Encl:. The proposal, with check-list, drawings, Agreement and undertakings, above mentioned DD and BG.

- 1) Copy to M/s Devihalli Hassan Tollway Ltd., for information.
- 2) Copy to M/s MSV International Inc., Hassan for information.

Annexure 1

1. In the existing ROW of the Project Highway, the utility corridor is earmarked at the end strip of 3m i.e., 27-30m from the Project center line and the same shall be used for the proposed utilities without disturbing the existing utilities, if any available in the utility corridor. If the utility corridor is inadequate to accommodate the proposed utilities, Hindustan Petroleum Corporation Limited (hereinafter referred to as "the Department") will procure the required land for providing the proposed utilities without disturbing the Project Highway and/or its assets.
2. No excavation should be done for the proposed utilities within 1.5m from the outer edges of the existing side drains. Likewise, no excavation will be done adjacent to the foundation of the structures.
3. As the Project Facilities are provided at certain designated locations, no excavation will be done adjacent to these Project Facilities. Existing utilities will be taken care for its continuous satisfactory use and reinstated without any delay, if cut/disturbed.
4. The Department and the agency engaged by it for KDD work execution will keep the Project Highway and/or its assets intact and keep indemnify the Concessionaire for any damages to the Project Highway and/or its assets and any loss to the Concessionaire directly related to the said damages.
5. Advance written intimation will be given to the Project Manager of the Concessionaire at least 48 hours before executing the proposed HDD works at Project chainage and proposed methodology of work will be shared in advance.
6. Specific consent or under taking will be obtained from the Concessionaire for such crossing.
7. All the works will be executed according to the submitted Layout diagram and as per the specifications and standards mentioned in the methodology, enclosed along with the referred letter.
8. Refilling the excavated portions will be done as per the said specifications and standards. Adequate safety measures will be taken by us during the progress of works.
9. Due care should be taken during the work of proposed utilities and any damages, if occurred to the Project Highway and/or its assets, the same will be restored as per the specifications and standards stipulated in the Concession Agreement at the cost of Department without any delay (to be rectified within 24 hours).
10. All the restoration of damages will be supervised by the Concessionaire to ensure the quality of the restoration works as per the said specifications and standards.
11. In case such damages are not rectified within the said time period or any new damages found at a later date by the Concessionaire, the Department will pay the demand note raised by the Concessionaire for rectification of such damages together with a penalty of Rs. 15,000/ (Fifteen Thousand only) per day of delay from such notification of damages.
12. Three copies of 'as laid drawings' of utilities (hard and soft copies) should be submitted to NHAI/Concessionaire for verification and record within a month of completion of works.
13. The works of proposed utilities can be stopped by the Concessionaire at any time without assigning reasons, in case the Department defaulted in rectifying the damages or not adhered to the conditions mentioned herein.

14. The Department is well aware that the NHAI/Concessionaire shall not be liable for any damage or disruption to the work of proposed utilities for any reason whatsoever and indemnify the NHAI/Concessionaire regarding any loss suffered by the NHAI/Concessionaire due to the provision of proposed utilities and its maintenance. On receiving notice from NHAI/Concessionaire at any time for whatsoever reason to remove the same from the Project Highway, or, shift the forthwith to alternate space and shall not claim anything from the NHAI/Concessionaire.