



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, गाजियाबाद

Project Implementation Unit, Ghaziabad

पी.आई.यू. : आर-7/6, राजनगर, गाजियाबाद-201 002

P.I.U. : R-7/6, Raj Nagar, Ghaziabad-201 002

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ईमेल /Email : gha@nhai.org

NHAI/13011/26/99/NOC-IGL/PIU-GZB/908

Dated: 19.12.2012

To,

Dy. General Manager
Indraprastha Gas Limited
IGL Bhawan, Plot No. - 4,
Community center R.K. Puram,
New Delhi - 110022

Sub: Permission for laying 12"/8" underground steel gas pipe line along NH - 24 from chainage 30.500 to chainage 49.000 (LHS).

Ref: 1. IGL letter No. IGL/PNG/STEEL/GHAZ/8310 dated 28.08.2012.
2. IGL letter No. IGL/PNG/STEEL/GHAZ/8255 dated 15.06.2012.
3. This office letter No. NHAI/13011/26/99/NOC-IGL/PIU-GZB/809 dated 24.11.2012.

Sir,

Please refer the above letters under reference 1 & 2 regarding permission for laying of gas pipe line from km 30.500 to km 49.00 (LHS) on NH - 24. The Competent Authority has accorded permission for laying of gas pipe line from Km. 30.500 to km. 49.000 (LHS) on NH - 24.

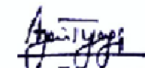
An agreement has been signed between NHAI & IGL (copy enclosed). You are directed to carry out the work as per conditions in the agreement.

With thanks,

Yours faithfully,

Encl: As above.


19/12/12
(M. K. Gupta)
Project Director


AJAI TYAGI
Sr. Vice President (Projects)
INDRAPRASTHA GAS LIMITED
"IGL BHAWAN", PLOT NO. 4,
COMMUNITY CENTRE, SECTOR 7, R.K. PURAM
NEW DELHI-110 022



उत्तर प्रदेश UTTAR PRADESH

BF 614785

AGREEMENT

Permission for laying 12"/8" underground steel gas pipe line along NH - 24 from chainage 30.500 to chainage 49.000 (LHS).

Agreement to laying 12"/8" underground steel gas pipe line along NH -24 from chainage 30.500 to chainage 49.000 (LHS) in Tehsils Hapur & Daulana of the Districts Hapur & Ghaziabad on National Highway - 24 in the state of Uttar Pradesh.

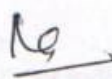
On NH - 24, Ghaziabad - Hapur Section from km 27.643 to Km 59.000 in the State of Uttar Pradesh.

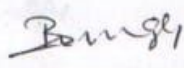
An agreement made on 19th day of December 2012

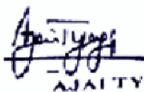
Between the President of India/National Highways Authority of India (herein after called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and M/s Indraprastha Gas Limited (hereinafter called the 'Licensee' which expression shall, unless excluded by or repugnant to the context, include his heirs, its successors and assigns) of the other part.

WHEREAS the licensee has applied to the Government/NHAI for permission to lay gas pipe line (LHS) on National Highway - 24 of Tehsils Hapur & Daulana of the Districts Hapur & Ghaziabad.

AND WHEREAS the Government/NHAI have agreed to grant such permission on the terms and conditions hereinafter mentioned.


Project Director
National Highways Authority of India
PIU GHAZIABAD (U.P.)


BHUDEV SINGH
General Manager (PNG)
INDRAPRASTHA GAS LIMITED
"IGL BHAWAN", PLOT NO. 4,
COMMUNITY CENTRE, SECTOR - 9, R.K. PURA
NEW DELHI - 110 022


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4. Now this Agreement witnesseth that, in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Government/NHAI hereby grants to the licensee permission to lay gas pipeline as per the approval drawing attached hereto subject to the following condition, namely:-

(i) For laying of 12"/8" underground steel gas pipe line will be done as per the proposed/agreed route at the extreme edge of ROW as possible but not less than 15m from the centre line of the nearest carriageway.

(ii) The top of the casing/conduit pipe should be at least 1.2 mtr. below the surface of the road and width of trench should not be more than 0.50 mtr.

(iii) The Licensee shall have to provide the safety measures like barricading danger lighting and other necessary caution boards while executing the work.

(iv) The Gas pipeline shall be so placed that at no time there is interference with the maintenance of the National Highways.

(v) These should be so laid that their top is at least 0.6m below the ground level so as not to obstruct drainage of the road land.

(vi) The authority/owner of underground utility shall ensure that laying Gas pipeline should not have any deleterious effects on any of the bridge components and roadway safety for traffic.

(vii) The lines shall cross the National Highways preferably on a line normal to it or as nearly as practicable.

(viii) Crossing shall not be too near the existing structures on the National Highway, the minimum distance being 15m.

(ix) The Gas pipe line is permitted to cross the National Highway, either encases in pipes or through structure of conduits specially built for that purpose at the expense of the agency owing the line. Existing drainage structures shall not be allowed to carry the lines across.

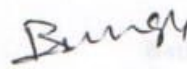
(x) The casing pipe (or conduit pipe in the case of electric cable) carrying the Gas pipe line shall be of steel, cast iron, or reinforced cement concrete and have carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act a drainage path.

(xi) The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc. during trenching.

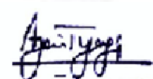
(xii) The Gas pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Gas pipe line has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in coordination with the owner has been obtained.



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(xiii) After the termination/expiry of the agreement, the licensee shall remove the Gas Pipe Line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of Gas Pipe Line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner 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.

(xiv) The grant of license shall be subject to the requirement of the licensed land by the Government for the purpose of development of national Highway. In case such a requirement arises any time during the license period, the Government will revoke the license without in any manner being liable for disruption of services. If additional land acquisition is feasible and not prohibitively costly, the utilities can be permitted to be shifted by the licensee at his own cost, in the additional land so acquired.

(xv) No licensee shall claim exclusively right on the right of way and any subsequent user will be permitted to use the right of way, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the Government would not be accountable or liable in any manner whatsoever.

(xvi) No use of NH ROW will be permitted for any purpose other than that specified in the licensee deed, eg. for Advertisement towers, statues, structures, etc.

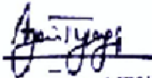
(xvii) Three copies of "as laid drawings" of utilities (hard and soft copies) shall be submitted to highway authorities for verification and record within a month of completion of works.

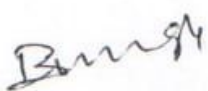
(xviii) Grant of license is subject to the licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways.


(xix) The permission may be terminated immediately on violation of the agreed terms & conditions.

(xx) The licensee shall be aside by the condition enclosed herewith as annexure - I.

(xxi) It may be ensured that the execution of the proposal by the Applicant would not hinder the future six laning, if any, at the particular location and if it required then they would ensure the shifting of the same at their own cost without any liability to NHAI for which an undertaking to this effect may also be obtained.


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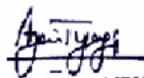

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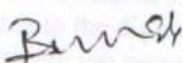

Project Director
National Highways Authority of India
PIU GHAZIABAD (U.P.)


Annexure – 1 of the agreement

Conditions to be enclosed/incorporated in the approval letter for permission for laying of underground gas pipe line

1. The gas pipe line shall be located as close to the extreme edge of the right of way as possible.
2. The gas pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Not shall these be laid over the existing culverts and bridges without the prior approval of NHAI/Government of India.
3. The gas pipe line shall be so placed that at no time there is interference with the maintenance of National Highways.
4. These shall be so laid that their top is at least 1.2 meter below the road level so as not to obstruct drainage of the road land.
5. The authority/owner of the underground utility shall ensure that laying gas pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The line shall cross the National Highways preferably on a line normal to it or as nearly as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter shall be maintained.
8. The gas pipe line is permitted to cross the National Highway, through trenchless technology (HDD). Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the gas pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside so that it does not act as a drainage path.
10. The top of the casing/conduit pipe shall be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
11. The casing/conduit pipe may be installed under the road embankment by boring. Installation by boring method shall only be permitted as the existing road pavement is of cement concrete or dense bituminous concrete type.
12. 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.
13. Open trenching method is allowed on the service road. The work shall be protected by flagman, signs and barricades, and red lights during night hours and danger, caution boards.
14. If needed, a diversion shall be constructed at the expense of agency owning the gas pipe line.
15. Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting of repair, of alterations to the gas gas pipe line located in the National Highway right of ways.
16. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the gas pipe line will be borne by the agency owning the gas pipe line.
17. If the NHAI considers it necessary in future to move the gas pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the pipe line within a reasonable time (not exceeding 60 days) of the intimation give.


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18. The licensee shall ensure making good the excavated trench for laying gas pipe line by proper filling and compaction, so as to restore the land in to the same conditions 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.
19. The licensee shall furnish a Bank Guarantee to the NHAI @50/- per running meter (parallel to NH) and Rs: 1,00,000/- per crossing of NH, for a period one year initially (extendable if required till satisfactory completion of work) as security for ensuring/making good the excavated trench for laying the gas pipe line by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.
20. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 6 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. In case of the licensee falling to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
21. The licensee shall shift the gas pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the gas pipe line. In case it is required for the purpose of improvement/widening of the road/route/highway or construction of fly over/bridges and restore the read/land to its original condition at his own cost and risk.
22. Regarding the location of either cables, underground installation/utilities etc., the licensee shall be responsible to ascertain from the respective agency in coordination with NHAI. The licensee shall ensure the safety and security of already existing cables underground installation/utilities facilities etc. before commencement of the excavation.
23. The licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/agrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in coordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
24. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
25. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
26. The licensee has to cross the NH by horizontal drilling method (trenches technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
27. The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 30 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs: 50/- per meter length for maintenance/repair work shall have to be furnished by the licensee.
28. Each day, the extent of digging the trenches should be strictly regulated so that pipe line is laid and trenches filled up before the close of the work that day.
29. The licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying gas pipe line.
30. The NHAI has a right to terminate the permission or the extend the period of agreement. In case the licensee wants shifting repairs or alteration to gas pipe line, he will have to furnish a separate bank guarantee.

BHIDEV SINGH
General Manager (PNG)
INDRAPRASTHA GAS LIMITED
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AJAY YAGI
Sr. Vice President (Projects)
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National Highways Authority of India
PIU GHAZIABAD (U.P.)

31. The licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said gas pipe line.
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.
33. During the subsistence of this agreement, the laying of gas pipe line located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
34. The licensee shall bear the stamp duty charged for the agreement.
35. The gas pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of gas pipe line has been laid in accordance with the approved specifications and drawings has been obtained and the trenches have been filled up to the satisfactions of the concerned agency in coordination with the owner.
36. Notwithstanding anything contained herein this agreement may be cancelled by NHAI at any time 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 nor shall it be absolved from any liability already incurred.
37. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and daring maintenance.
38. If any, traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
39. After the termination/expiry of the agreement, the licensee shall remove the gas pipe line within 60 days and the site shall be brought back to the original condition falling which the licensee will loose the right to remove the gas pipe line. However, before taking up the work of removal of gas pipe line the licensee shall furnish a bank guarantee to owner, for a period of one year for, an amount assessed by owner 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 right of way.
40. If NHAI is required to do some emergent work, the licensee will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
41. The enforceability of the Right-of-Way permission granted here in shall be restricted to the extent of provision/scope of service contained/defined in the licensee agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of-Way facility is not to enhance the scope.

B Singh

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10
Project Director

National Highways Authority of India
PIU CHAZIABAD (U.P.)

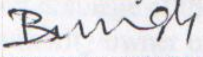
Ajay Tyagi

AJAY TYAGI
Sr. Vice President (Projects)
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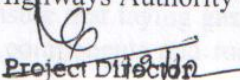
Signature - of the agreement

This agreement has been executed in triplicate and each party to this agreement has retained one stamped copy.

Signed by Shri Bhudev Singh the license
(The constituted attorney of the licensee)

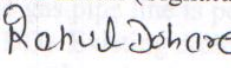

BHUDEV SINGH
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Signed by Shri
(Project Director)
National Highways Authority of India


Project Director
National Highways Authority of India
PIU GHAZIABAD (U.P.)

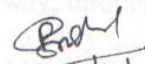
In the presence of

1. Name in full (Signature) with designation

 **Rahul Dohare / Dy. Manager**



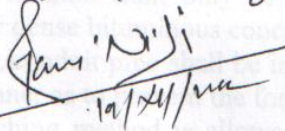
1. Name in full (Signature) with designation


19/12/12

Ravi Kumar Singh
Accountant


2. Name in full (Signature) with designation

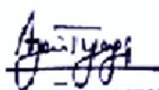
Ravi Nitesh / Dy. Manager


19/12/12

2. Name in full (Signature) with designation

17. If the NHAI considers it necessary in future to move the gas pipe line for any work of improvement or repairs to the road, it will be carried out as directed by the Highway Authority at the cost of the agency owning the pipe line within a period not exceeding 60 days of the intimation given.


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