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**OFFICE OF THE EXECUTIVE ENGINEER
PANIKOILI(R&B)DIVISION;
PANIKOILI.**

Letter No. 3169 /Dated, Panikoili, 28 th August 2018.

To,

**The General Manager, (Projects), 4th floor,
Paradip Bhawan, Paradip Jagatsinghpur.**

Sub:- Permission for laying 800MM dia and 600mm dia Iron Ore Slurry pipe lines along Road from Military Chhak (Danagadi), JK Road to New Bus Stand, JK Road while connecting NH-53 (Left hand side while negotiation from Danagadi-JK Road New Bus stand) under jurisdiction of Panikoili (R&B)Division.

Ref:- Your Letter dtd.20.04.2018

Sir,

With reference to the subject cited above, it is to inform you that your proposal for permission for laying 800MM dia & 600MM dia Iron Ore slurry pipe as per your lay out plan is approved. So you are requested to deposit an amount of Rs.5.00 Lakhs in shape of Bank Draft issued from any schedule Bank payable in favour of Executive Engineer, Panikoili (R&B)Division, Panikoili and required bond paper for execution of agreement for issuing necessary order for laying of pipe line.

This is for your information.

Yours faithfully

Executive Engineer,
Panikoili(R&B)Division.

Memo No. _____ Dated.

Copy forwarded to the Assistant Executive Engineer, Panikoili (R&B)Sub-Division, Panikoili for information.

Executive Engineer,
Panikoili(R&B)Division.

OFFICE OF THE ENGINEER -IN-CHIEF (CIVIL)ODISHA,
NIRMAN SOUDHA, BHUBANESWAR.

NO 37671 /dated, Bhubaneswar the 27 August 2018
File No: C-IM-PANI-9/2018

From

Er. O.P.Patel
Chief Engineer (D.P.I & Roads), Odisha

To

The Executive Engineer,
Panikoili (R&B) Division,
Panikoili.

Sub: Permission for laying 800mm dia and 600mm dia Iron Ore Slurry pipe line along road from Military Chhaka (Danagadi), J.K. Road to New Bus Stand, J.K. Road while connecting NH-53 (Left hand side while negotiating from Danagadi-J.K. Road New Bus Stand) under jurisdiction of Panikoili (R&B) Division.

Sir,

With reference to the letter on the subject cited above permission is hereby accorded for laying of iron ore slurry pipe line alongwith on following P.W.D. road by **M/s JSW Infrastructure Limited** under following terms and conditions.

The Executive Engineer will approve the lay out plan keeping view of all technical aspects, future widening/ expansion as per the guidelines of MORT&H. The approved lay out plan alongwith this approval letter shall be made available at the worksite for verification of all concerned. Any deviation to the approved lay out plan will lead to forfeiture of the security deposit.

1 The laying of Iron Ore Slurry pipe line shall ordinarily be laid in the stretches as mentioned below

Name of Roads	Location
Along road from Military Chhaka (Danagadi), J.K. Road to New Bus Stand, J.K. Road while connecting NH-53 (Left hand side while negotiating from Danagadi-J.K. Road New Bus Stand)	The iron ore slurry pipe line shall ordinarily be laid at the extreme end of ROW. The lay out plan is to be approved by the Executive Engineer subject to the condition that available ROW is adequate to accommodate future expansion including this Iron Ore Slurry pipe line.

In case of restricted width of ROW, which may be adequate only to accomordate the carriageways, central verge, shoulders, slopes of embankment and drains, the iron ore slurry pipes shall be laid beyond the toe line of the embankments and clear of the drain. In cases where no land strip can be convetinally ear marked for laying Iron Ore Slurry pipe line the permission may be refused.

- 2 The top of the cashing/ conduit pipe retaining the pipes shall be at least, 2.0m below the surface of the road subject to being at least 0.3m below the drain inverts.
- 3 Method of crossing will be by HDD (Horizontal Directional Drilling).
- 4 The licensee shall ensure making good the excavated area for laying pipes by proper filling and compaction, so as to restore the road to the same condition as it was before digging the drilling, clearing debris /loose earth produced due to execution at least 50m away from the edge of the right of way. Proper care shall be taken to the permanent structures of the road, under ground P.H.D lines, electric lines, telephone lines etc if any so that they are not damaged during the execution.

- 5 The Company will deposit an amount of Rs.5,00,000.00(Rupees five lakhs) only as a token of security (refundable) in shape of Bank Draft issued from a scheduled Bank payable at Panikoili in favour of Executive Engineer, Panikoili (R&B) Division for maintenance in future.
- 6 The work has to be taken up within ROW of road and after construction the embankment, drain and other structures etc to be restored as it is before execution and as per direction of the Engineer-in-Charge of the road.
- 7 The Licensee shall shift the pipe within 30 days (or as specified by the respective agency/owner) from the date of issue of the notice by the concerned Owner to shift/relocate the pipe, 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/lane to its original condition at his own cost and risk.
- 8 The Licensee shall be responsible to ascertain from the respective agency in coordination with owner, regarding the location of other pipe/OFC, underground installations, utilities /facilities etc. The Licensee shall ensure the safety and security of already existing pipe/cable / underground installations/utilities/facilities etc. before commencement of the excavation.
- 9 The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owners 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 owner shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 10 The Licensee shall procure insurance from reputed insurance company against damages to already existing pipes/cables/underground installation / utilities/facilities etc. during drilling.
- 11 The Licensee shall inform/give a notice to the concerned agency designated by Owner at least 15 days in advance with route details prior to drilling of road for fresh or maintenance/repair works .A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 12 The Licensee shall indemnify the concerned agency in co-ordination with owner against all damages and claims, if any, due to the drilling for laying pipes.
- 13 The permission shall be co-terminus with validity of license awarded by the concerned Department. The permission granted under this Agreement will automatically cease in case of premature termination of the License granted to by the concerned Department. The Owner also has a right to terminate the permission or to extend the period of agreement. In case the Licensee wants shifting, repairs or alternation to pipes, he will have to furnish a separate Bank Guarantee.
- 14 That the Licensee shall not, without proper permission in writing of the concerned agency in co-ordination with owner, undertake any work of shifting ,repairs or alternation to the said pipes.
- 15 The permission granted shall not in any way be deemed to convey to Licensee any ownership right or any interest in route /road highway land/property ,other than what is herein expressly granted.
- 16 The Executive Engineer, Panikoili (R&B) Division or his authorized representative shall be privy to the construction method and can inspect the site from time to time.
- 17 During the subsistence of this agreement, the pipes located in Highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the owner, so that the right of the Licensee to use thereof shall not become absolute and indefeasible by lapse of time.
- 18 The Licensee shall bear the stamp duty charged on this agreement.

- 19 The pipes shall not be brought into use by the Licensee unless a completion certificate to the effect that the pipes has been laid in accordance with the approve specification and drawings and the trenches have been filled up to the satisfaction of concerned agency in co-ordination with the owner, has been obtained.
- 20 Notwithstanding any thing contained herein this agreement may be cancelled at any time by the owner for breach of any condition of the same and 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.
- 21 The Licensee shall have to provide barricading, danger lighting and other necessary caution boards, while executing the work for traffic safety and any other hazards.
- 22 The traffic diversion works necessary during working period such diversion shall be provided at the cost of Licensee.
- 23 On instruction of the owner in writing, the Licensee shall remove the pipes within 30 days and the site shall be brought back to the original condition failing which the Licensee will loose the right to remove pipes. However , before taking up the work of removal of pipes, the Licensee shall furnish security deposit to the owner for an amount as mentioned in clause No-5 above.
- 24 In case of any burst or leak of pipes, the licensee/ licensees shall bear the entire cost of restoration of damaged caused to the road.
- 25 If there will be requirement of removing/ cutting of any tree or any utility services along the alignment for laying of the pipe, the agency is solely responsible for getting clearance from the Forest & Environment Department/ concerned approving authority for such cutting/ removing operation. This approval letter cannot be treated as approval for cutting trees /removing tress/ removing utility services.
- 26 As per Circular No.RW/NH-33044/27/2005-S&R(R) of Government of India dtd.21.09.2010, the charge @10% of the prevailing market value of the area of Government land required for laying of utility as one time license fee may be charged at the time of grant of license and a surcharge of 15% levied every subsequent three years.
- 27 Prior approval of District Administration be taken before laying of Iron Ore Slurry pipe line.
- 28 The enforceability of Right of Way permission granted herein shall be restricted to the extend of provision/scope of service contained/defined in the License Agreement of the Licensee with concerned Department and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Right of Way facility is not to enhance the scope of the Licensee with the concerned Department.

The above terms and conditions should form a part of agreement and all the condition should strictly be adhered to during execution of work.

The permission is purely temporary. The Licensee can not claim any compensation in any shape towards damages/shifting during road construction /improvement/ repair/ widening etc by Works Department.

The non-refundable license fee of Rs.10/- per running meter shall be payable to the Urban Local Body as a fee vide Commerce Transport (Commerce) Department notification No.6875 dtd.06.08.2007.

Yours faithfully

Chief Engineer (DPI & Roads), Odisha

Memo No 37672 Date 27.08.18
Copy forwarded to Superintending Engineer, Cuttack (R&B) Circle, Cuttack for information and necessary action

Chief Engineer (DPI & Roads), Odisha

