



**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport & Highways, Govt. of India)  
परियोजना कार्यान्वयन इकाई - देहरादून  
**Project Implementation Unit-Dehradun.**  
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NHAI/PIU-DDN/22080/Misc./2007/ 19901

Date 16.12.2019

सेवा में,

श्री. आर. के वर्मा,  
उप महाप्रबंधक (एस & एल आर ),  
गेल (इंडिया) लिमिटेड,  
8<sup>th</sup> फ्लोर गेल जुबली टावर,  
बी -55-36, सेक्टर -1, नोएडा (उ.प).

**Sub.:** Permission for laying of 8" underground gas pipe line alongwith OFC/DUCT parallel to NH-72 (Mohakampur to Nepalifarm) & 58 (Nepali farm to Chandi chowk) (within ROW) and across NH-58, at Nepali Farm junction Haridwar-Dehradun Gas pipeline project-reg

**Ref:** (i) Your letter no.GAIL/HRDPL/NHAI/NH-58 & NH-72/NOC/Comp/2019 dated 25.11.19.  
(ii) RO,NHAI,DDN letter no. 12024 dated 06.12.19

Sir,

Please refer to above mentioned subject & References. In this context, it is to inform that the subjected proposal was forwarded to Competent Authority for approval. Competent Authority vide its letter cited at S.no. (ii) (copy enclosed) has accorded its "in-principal" approval subject to following conditions:-

- (i) Engineer shall ensure that the applicant has obtained various safety clearances, as may be applicable, from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety Directorate, State/Central Pollution Control Board and any other statutory clearances.
- (ii) To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route meter with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ licensee, as a security against improper restoration of ground in terms of filling/unsatisfactory compaction, damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. as per Para-6 of Ministry's Circular.
- (iii) To obtain the License fee/lease rentals from the applicant as per Para-5 of Ministry's Circular dated 22.11.2016 for the period for which permission is granted.
- (iv) All required restoration, maintenance; work subsequent to laying of utility services shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- (v) License deed / Agreement shall be as per format specified in Ministry's guidelines and all conditions as therein shall also be applicable for the instant case.
- (vi) Engineer may ensure that the laying/crossing of 8" underground gas pipeline shall not obstruct any developmental work of ongoing/proposed widening work.
- (vii) This permission is limited to laying/crossing of 8" underground gas pipeline within ROW of NH. All other statutory permissions from other agencies shall be obtained by the applicant.

- (viii) The utilities shall be laid strictly in accordance with the Ministry's guidelines.
- (ix) The utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration.
- (x) Laying of pipeline by HDD method must have proper safety provisions, if any shortcomings are found later, then the applicant shall take immediate action failing which the subject permission shall be treated as null & void.
- (xi) Laying of pipeline laid in land not in possession with NHAI (if any) arises consequences/complications shall be solely attributable to applicant.
- (xii) Engineer shall ensure that Consent of relevant Contractors shall be obtained for the subject permission before starting of subject work by the applicant.
- (xiii) That in case of any burst or leak of carrying out Trenching work/Trenching work by HDD method in different patches on National Highways the Licensee / licensees shall bear the entire cost of restoration of damage caused to the road.
- (xiv) That the licensee/ licensees shall not without the prior permission in writing of the Divisional/-Executive Engineer/ Project Director undertake any work of shifting, repairs or alterations to the said different patches.
- (xv) That the Licensee/licensees shall be at all times permit any duly authorized officer or servant of the Government/ NHAI to inspect the said carrying out Trenching work/ Trenching work by HDD method in different patches on National Highways.
- (xvi) That the Licensee/ licensee shall be liable for any loss or damage caused to the Government /NHAI by drainage obstruction or any other like cause due to the said carrying out Trenching work/Trenching work by HDD method in different patches on National Highway.
- (xviii) That the licensee/ licensees within two months of a notice duly given to him to this behalf by the NHAI/ Government shall at his/their own cost remove the carrying out Trenching work/Trenching work by HDD method in different patches on National Highways and restore the road land to its original condition when required to do so by the government/ NHAI or by any person authorized on its behalf. The licensee/ licensees shall not be entitled to any compensation on account of such removal or restoration.
- (xviii) That if the licensee fails / licensees fail to execute any work which he has/ they have agreed to execute under this agreement to the entire satisfaction of the project Director NHAI/ Government. The work shall be executed by the Project Director NHAI/Government at the cost of the Licensee/Licensees and the amount shall be recoverable from the Licensee/Licensees as arrears of land revenue without prejudice to any other remedies which may be open to the Government/NHAI in this behalf.
- (xix) That the Licensee/licenses shall not sell, transfer or otherwise dispose of the premises without obtaining the previous consent of the Government/NHAI in writing.
- (xx) That this agreement will remain in force for a period of five years from the date of execution in the first instance and be terminated by a notice of two months and the permission may not be renewed after the expiry of the said period. 9
- (xxi) That the permission granted by this license shall not in any way to be deemed to convey to the - licensee/licensees any right to or over or any interest in Government land other than what is herein expressly granted. \_
- (xxii) That during the subsistence of this licence, the carrying out Trenching work/Trenching work by HDD method in different patches on National Highways located on the road shall be deemed to have been constructed and continued only by lapse of time. (xxiii) That the licensee/ licensees shall bear the stamp duty charges on this agreement.
- (xxiv) Govt of India/ NHAI will not be responsible for any damage of any kin by what so ever means natural or othen/vise to the underground electrical cable.



- (xxv) The carrying out Trenching work/Trenching work by HDD method in different patches on National Highways for laying of utility shall not be brought into use by the licensee/ licenses unless a completion certificate to the effect that the carrying out Trenching work by HDD method in different patches on National Highways have been laid in accordance with the approved specifications and drawings has been obtained from the Project Director NHAI.
- (xxvi) The Licensee agree to abide by the directions of the concerned officer of NHAI appointed in accordance with the National Highway Acts 1956 ' and rules in force and no appeal/ correspondence shall be entertained in this regard.
- (xxvii) The permission to carry out Trenching work/Trenching work by HDD method in different patches on National Highways is subject to availability of Utility Corridor inside the ROW of NHAI. i.e. If sufficient width is not available inside ROW due to any reason, the applicant/ agency shall have to lay his/ their pipeline outside the ROW of NHAI at their own risk 81 cost. '
- (xxviii) This permission is subject to a condition that no claim by applicant would be entertained on any issue/matter related ownership 81 transfer of land and in case of any dispute in this, if arise, the permission to be treated withdrawn.
- (xxix) Permission for carrying out Trenching work/Trenching work by HDD method in different patches on National Highways in protected/reserved forest in NHAI ROW or else, to be obtained separately by Licensee from concern department. This aspect is not at all attributable to NHAI.
- (xxx) NHAI has acquired land for NH Project & if title/possession of the said land is not transferred in the name of NHAI/MORTH, this permission be not treated valid for those stretches.
- (xxxi) Engineer should ensure that there must not be any structure (including its approaches) within 15mts from the crossing of pipeline and in case of parallel laying, it shall be at the edge of ROW and not be less than 15m form centreline of nearest carriageway. -
- (xxxii) Engineer ensure that suitable arrangement for clamping method is provided to lay pipeline over the bridge/flyover etc.- and it will not have any deleterious effects on any of the bridge/flyover component and roadway safety of traffic. All other small canals and culverts in route shall be crossed by HDD method.
- (xxxiii) The undertakings given by the applicant are to be strictly adhered to.
- (xxxiv) The applicant has to submit requisite Bank guarantee for the above said work before signing of the license deed.
- (xxxv) Engineer should ensure that the work shall be carried out as per MoRTH and NHAI guideline with all safety measures.
- (xxxvi) The agency is to follow the above all guidelines and conditions strictly and to remain in constant touch with the concerned authority/bodies/parties and to ensure the compliance of the same arebeing done.
- (xxxvii) The approval is subject to condition that, the proponent agency will not claim any kind of revenue loss/insurance/cost of protection or any other such losses in case of closure of cable due to any damage/shifting at the time of any kind of development maintenance of roadwork.
- (xxxviii) Engineer should ensure that the smooth and safe flow of traffic shall be maintained by the proponent agency at the time of execution, and the proponent agency shall be held responsible for any kind of accident occurring due to in sufficient safety measures.
- (xxxix) Methodology for laying pipeline will not have any -deterious effects on any of the bridge/structure.

2. In context, it is requested to submit following :-

- (i) Requisite license fee/lees rental as per para 5 of Ministry Circular dated 22.11.2016 in favor of PD, PIU, Dehradun along with calculation sheet.
- (ii) Requisite Performance Bank Guarantee (Latest) as per para 6 of Ministry Circular dated 22.11.2016 with a validity of one year initially, favoring the PD NHA, Dehradun.

3. Therefore, it is requested to submit license fee of Rs 19249749/- for 5 years in favour of PD,PIU,Dehradun and Performance bank guarantee of Rs. 4285400/- in favour of Project Director, NHA PIU-Dehradun, so that necessary agreement can be executed for taking further necessary action in the matter please.

4. The permission shall be valid only after realization of license fee, BG & signing of agreement as mentioned above.

Encl:- As above

सधन्यवाद ।

भवदीय



(विमल मिश्र)

महाप्रबन्धक (तक0) सह  
परियोजना निदेशक  
पी0आई0यू0-देहरादून

Copy to:

- (i) Sh. A.K Singla, Team Leader, M/s-Chaitanya Projects, Jagdish mansion, Thanu Road, Baruwala, near DCB Bank, Tehsil Doiwala, Dehradun- for necessary action as given at s.no. (i),(vi),(xii),(xxxi),(xxxii),(xxxv) & (xxxviii) for the stretch under your jurisdiction.
- (ii) Sh. Satish Kumar, Chief Project Manager (Haridwar)- M/s- U.P State Bridge Corporation Limited.-for information.
- (iii) IE, Shri. Saurav Shekhar, M/s SA infrastructures Consultants Pvt ltd, 1101A, 11<sup>th</sup> Floor,Tower A-II, Corporate Park, Plot No. 7A/1, Sector 142,Noida - for necessary action as given at s.no. (i),(vi),(xii),(xxxi),(xxxii),(xxxv) & (xxxviii) for the stretch under your jurisdiction.
- (iv) Authorized signatory, M/s SAM india builtwell pvt ltd-435,Jagriti Enclave Vikas Marg extension,New Delhi- for information.