

GOVERNMENT OF PUNJAB
DEPARTMENT OF WATER RESOURCES

NOTIFICATION

WR-IRWR03/11W1/ 8

The, 6th, January, 2023

The Governor of Punjab is pleased to formulate policy regarding “Construction of Bridges on canals/Drains on the request of private entities”

1. Application Form

- 1.1 The applicant shall apply in a standard application Performa (Annexure A) through online portal of WRD (Water Resources Department) i.e. <https://irrigation.punjab.gov.in/en>.
- 1.2 The NOC shall be given subjected to obtaining required clearance by the applicant from the Forest Department, PWD (B&R), NHAI, Mandi Board and approval of General Arrangement Drawing by Design Water System of WRD, Punjab. A copy of NOC shall be endorsed by the WRD to all the concerned department.
- 1.3 In case the applicant wants to construct Bridge/Ramp at his own cost, then along with the application form he will be required to submit the requisite documents as detailed in Annexure-B.
- 1.4 In case the construction of Bridge/Ramp, involves use of private land, the applicant will be required to provide No objection Certificate (NOC) from such private land owner(s).
- 1.5 The application shall be accompanied by processing fees amounting to Rs.25,000/- (non-refundable) in the shape of Bank Draft in favour of the concerned Executive Engineer or through online mode, if bridge is to be used for any purpose other than agriculture.
- 1.6 The Applicant shall be bound to furnish along with the application an undertaking to deposit the charges as specified in these guidelines or such enhanced charges as may be specified by the competent authority later in this regard.
- 1.7 Incomplete applications shall not be processed and shall be rejected outright. Processing fee shall not be returned in such an event.

2. Schedule of Charges

2.1 For Bridges, Foot bridges including Ramps and other allied works connected to bridges

A) Facilitation Charges:

Usage	Clear span of Carriageway	Connection with type of Road	Charges
Any Purpose other than Agriculture	< 15 Feet	National Highway or State Highway	Rs. 8 Lakhs
		Major district Road and Other District Road	Rs. 5 Lakhs
		Rural Road	Rs. 3.5 Lakhs
	> 15 Feet	National Highway or State Highway	Rs. 16 Lakhs
		Major district Road and Other District Road	Rs. 10 Lakhs
		Rural Road	Rs. 7 Lakhs

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Note:- If the connecting road is Katcha (Un-metaled road), it will be considered as Rural Road.

- No Charges shall be levied from individual small and marginal farmers, provided that bridge shall not be used for any purpose other than agriculture at any stage or time.
- The above charges are for single bridge. It will be multiplied by the number of Bridges demanded in case of more than one bridge.
- The above charges are inclusive of construction of ramps along with Bridges.

B) Departmental Charges:

In case the beneficiary desires to get the work done from Water Resources Department, departmental charges @ 10 % on estimated cost of work with rate prevalent at the time of execution of work shall be charged in addition to cost of work.

2.2 For Construction of Ramps for approach on canal Banks

In cases where only permission for construction of ramp is sought to provide connectivity to adjacent colony/ factory/ industry/ house/commercial or non-commercial facility /land etc., one time facilitation charges shall be levied for permitting construction of ramp(s) as it enhances the financial value/ price of the property for which it is sought. The charges shall be as under.-

A) Facilitation Charges:

(i) Where ramp is to be constructed on earthen banks of Canal/Drain:

Connection with type of Road	Charges
National Highway/State Highway/ Major district Road and Other District Road	100,000/-
Rural Road	50,000/-

Note: - If the connecting road is katcha (un-metaled road) than it will be considered as Rural Road.

The beneficiary at his/her own cost shall maintain the length of road (link road) from property of the beneficiary to the existing government road. The design/drawing for the construction of the ramp shall be got approved from Design Water System, Water Resources Department, Punjab.

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(ii) Where the construction of ramp provides access to a metaled road:

In addition to (i) above, the beneficiary shall construct metaled road of a 'Class of loading' matching to the existing road.

Provided that the approval for ramp shall be accorded only after the construction of the link road.

(iii) Where ramp is to be constructed on an abandoned Canal where public (Government) road has been constructed: Charge shall be levied as mentioned in Para (i) above.

(iv) In case of an Individual Farmer:

No Facilitation charges shall be levied from individual farmers, provided that ramp shall not be used for any purpose other than agriculture at any stage or time.

However, the beneficiary shall have to bear the actual cost of work as per design & specifications of Water Resources Department.

B) Departmental Charges:

In case the beneficiary desires to get the work done from Water Resources Department then departmental charges @ 10 % on estimated cost of work with rate prevalent at the time of execution of work shall be charged in addition to cost of work.

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2.3 The applicant shall ensure proper maintenance of Bridges and Ramps during its life span.

3. Processing of applications

3.1 Application shall be accepted only through online portal and Executive Engineer/Canals at Head Quarter shall act as a Nodal officer for timely disposal of such cases in accordance with Standard Operation Procedure (SOP) to be issued by the Government.

3.2 The requisite documents/NOC's etc. would be routed and scrutinized by the Executive Engineer. He shall carry out detailed appraisal of the proposal making assessment of the impact that the proposal may, if accepted, have not only on the safety and operation and maintenance of the existing works but also on the future requirements of any widening/deepening/remodelling of the canal/ drain or other appurtenant works by the Department.

3.3 After acceptance/ approval of the proposal by the Competent Authority, an Agreement (Annexure-C) shall be executed by the concerned Executive Engineer on behalf of Department of Water Resources with Applicant. The signed agreement shall be uploaded on Department website

3.4 The Applicant is required to deposit the facilitation charges as specified in Section 2 of this policy and execute an Agreement with the Department within 15 days from the date of issue of the Letter of Intent. The execution of the agreement shall enable the applicant to commence execution of related works.

3.6 Permission granted to the applicant under this policy will not be transferable.

3.7 Once the permission is granted the applicant shall be bound to commence the construction within 6 months from the date of sanction of such permission. In case the construction is not started within this period the permission will be revoked and any fees/charges shall be forfeited.

4. Competent Authority for Approvals

4.1 The competent authority for approval of Bridges, Foot bridges including Ramps and other allied works connected to bridges is Concerned Chief Engineer.

4.2 The competent authority for approval for Construction of only Ramps for approach on canal/drain Banks is Concerned Chief Engineer.

4.3 If in any case, permission shall be accorded for the construction of bridge where the distance of the proposed bridge from existing/approved bridge on either side is less than 500 meter than these user charges mentioned above in 2.1 shall be increased by 50% or as per decision of the committee constituted herewith. The application duly recommended by the concerned Executive Engineer and Superintending Engineer shall be considered by committee comprising of the following officers -

1. Principal Secretary, WRD	Chairman
2. Chief Engineer/Canals	Member Secretary
3. Chief Engineer/Drainage	Member
4. Financial Commissioner, Forest/Representative	Member
5. Administrative Secretary, PWD (B&R)/Representative	Member
6. Any other member required, if any,	

This Committee shall meet, as and when required

4.4 The vetting of General Arrangement Drawing (GAD) of above said cases shall be done by Chief Engineer/Design Water System, WRD, Punjab.

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5. Compliance of Technical Standards and Safety conditions:

5.1 The Applicant shall execute the works strictly as per the standard Codes of Practice, PWD specifications and Approved General Arrangement Drawing.

5.2 The applicant shall, in the course of execution of Bridge/Ramp and maintenance thereof, ensure to adhere to all the safety Standards applicable as per relevant guidelines of the Government of India/ State Government.

5.3 The Applicant shall ensure that each of the Bridge/Ramp, for which permissions has been granted, is easily approachable for maintenance and operation.

6. Indemnity Bond:

The applicant shall indemnify the Government or any executing agency against any loss of life or property in the process of execution of work(s) or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times. The Applicant shall submit the Indemnity Bond on a non-judicial stamp paper of Rs. 100/- denomination, duly attested. (Annexure-D)

7. Conditions

The permission shall be accorded on the following conditions:-

1. The cost of the construction as well as the maintenance of the above said bridges/ramps will be fully borne by the applicant.
2. The construction of this bridge/ramp shall in no way hinder the functioning of existing canal nor interfere with its operation and maintenance.
3. The ownership of the bridge/ramp shall remain with the Water Resources Department and the bridge/ramp can be remodelled by the WRD at its discretion, as and when required.
4. If additional land and permission is required for the construction of said bridge/ramp the same will be obtained by the applicant at his own cost.
5. The bridge/ramp shall be allowed to be used by any one and shall not be used exclusively by the applicant.
6. The department will not be responsible for any 3rd party damage during or after the construction of the bridge/ramp.
7. When at any point of time the bridge/ramp is remodelled /demolished no compensation will be paid to the applicant.
8. An indemnity bond will be given by the applicant that he accepts to indemnify the Government for any loss or charges due to construction of this bridge/ramp.
9. The applicant shall pay to the Government facilitation charges for utilization of Government land and infrastructure as per policy of the Government prevalent from time to time.
10. That the applicant shall be responsible for obtaining any clearances required from Forest Department, NHAI, PWD (B&R), Punjab Mandi Board etc.
11. The bridge/ramp will be constructed by the Water Resources Department based on the drawing approved by the competent authority and the cost thereof including the departmental charges will be borne by the Applicant.
12. The work will only be started after the entire cost of the work and charges is deposited by the applicant to the Water Resources Department.
13. The cost of the work may increase during the actual execution of the work and the applicant has to deposit the additional cost, if any.
14. The execution will be checked through departmental Vigilance & Quality Assurance Wing.

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8. Amendments/Relaxation/Interpretation of provision of the Policies:

Principal Secretary to the Government of Punjab, Water Resources Department shall be the final authority to amend/relax/interpret provisions under the Policy.

9. Applicability:

The policy would be effective from the date of its notification in official Gazette of Punjab Government and supersedes all previous instructions/directions/notifications issued from time to time in this regard. This earlier policy is hereby repealed.

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**Principal Secretary,
Government of Punjab
Department of Water Resources**

Endst No: WR-IRWR03/1/2023-ILW/08/1

Dated: 06-01-2023

A copy of the above is forwarded to the Controller, Printing and Stationery, Punjab SAS Nagar with a request to publish this notification in official Gazette (Extra Ordinary) and supply 50 copies thereof to this department for official use.

Sudesh Kumar

Under Secretary Water Resources

Endst No: WR-IRWR03/1/2023-ILW/08/2-3

Dated: 06-01-2023

A copy of the above is forwarded to the following for information and necessary action.

1. Chief Engineer, Canals, Department of Water Resources, Punjab, Sector-18, Chandigarh.
2. All Executive Engineer, Department of Water Resources, Punjab through Chief Engineer (Canals), Department of Water Resources, Punjab. Chandigarh.

Sudesh Kumar
Under Secretary Water Resources
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Department of Water Resources

Application for construction of Bridge/Ramp/Foot Bridge across
canals/drains/rivers/rivulets

Name of the applicant _____

Detail of Canals/drains/rivers/rivulets _____

Name of Canals/drains/rivers/rivulets _____

Road/pathway which has to be link by
Proposed bridge/Ramp/Foot Bridge _____

Purpose for Bridge _____

It is certified that I request for permission for construction of Bridge/Ramp/Foot Bridge on the following conditions:

1. The cost of the construction as well as the maintenance of the above said bridges/ramp will be fully borne by me.
2. The construction of this bridge/ramp shall in no way hinder the functioning of existing canal nor interfere with its operation and maintenance.
3. The ownership of the bridge/ramp shall remain with the Water Resources Department and the bridge/ramp can be remodelled by the WRD at its discretion, as and when required.
4. If additional land is required for the construction of said bridge/ramp the same will be provided by me at my own cost.
5. The bridge/ramp shall be allowed to be used by any one and shall not be used exclusively by me.
6. The department will not be responsible for any 3rd party damage during or after the construction of the bridge/ramp.
7. When at any point of time the bridge/ramp is remodelled /demolished no compensation will be asked by me.
8. An indemnity bond will be given by me that i accept to indemnify the Government for any loss or charges due to construction of this bridge/ramp.
9. That I will pay to the Government all charges for utilization of Government land and infrastructure as per policy of the Government prevalent from time to time.
10. That i shall be responsible for obtaining any clearances required from Forest Department, NHAI, PWD (B&R), Punjab Mandi Board etc.
11. If the bridge will be constructed by the Water Resources Department based on the drawing approved by the competent authority and the cost thereof including the departmental charges will be borne by me.
12. The work will only be started after the agreement and entire cost of the work, charges is deposited by me to the Water Resources Department.
13. The cost of the work may increase during the actual execution of the work and I will have to deposit the additional cost, if any.

I will abide by all condition specified above and ready to execute the agreement as per policy of Punjab Government.

Date _____

Applicant Signature

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Documents to be attached with the Application

1. Time schedule (stretch-wise) for completion of the work and investment
2. Indemnity bond to (indemnify WRD Punjab in the prescribed format against (i) any liability for the damage caused to the infrastructure laid by the applicant for any reasons, and (ii) claims against any accidents on account of the infrastructure laid/ facilities installed or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times.
3. Undertaking to pay all the applicable charges, specified in the Schedule of Charges to WRD, Punjab without any default.
4. Undertaking to maintain the infrastructure facilities in good and safe condition at all times during the O&M period.
5. Undertaking to execute an Agreement with the competent authority.
6. Undertaking to re-lay/re-align the infrastructure works at its own cost in the event of requirement of the area for augmentation of public services e.g. widening of roads, pedestrian walkways, water supply and distribution network, sewage/ drainage network etc.);
7. Undertaking to abide by the terms and conditions of grant of permission and adherence to the technical standards as specified in the policy Para no. 4.
8. Technology/ method proposed to be used for construction/laying of proposed works.
9. Specific area details (in sq m/ running metre) required for the structures for which land is proposed to be taken on lease
10. Dimensions (depth, length and width) of the area proposed to be used for RoW/RoU for construction of works.
11. Two sets of the Structural Drawings of proposed structure with complete details including the specifications of foundation, design parameters, dimensions and type of construction.
12. In case, the Government land to be used has been notified by the forest Department or falls under reserve forest area, then a clearance certificate from forest Department shall be submitted by the applicant.
13. Clearance certificates from all concerned Departments like Forest Dept., NHAI, Mining Department PWD (B&R) etc.

WATER RESOURCES DEPARTMENT, PUNJAB
AGREEMENT TO BE EXECUTED FOR CONSTRUCTION OF BRIDGES ACROSS
THE CANALS/DRAINS/RIVERS/RIVULETS OF WATER RESOURCES
DEPARTMENT, PUNJAB
(ON NON JUDICIAL STAMP PAPER)

This agreement, made on the _____ day of _____ two thousand _____ between the Department of Water Resources acting through _____ (Name & address of the Executive Engineer Concerned) (hereinafter called the Engineer-in-Charge which expression shall unless excluded by repugnant to the context be deemed to include his successors and assigns of the one part)

AND

The _____ (Name of applicant) (hereinafter called "Applicant" which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the other PART WHEREAS the Applicant has applied to the Engineer-in-Charge for permission to construct (Bridge/ramp) across _____ (name of canal/drain/river rivulet at R.D/Place _____

AND WHEREAS the Engineer-in-Charge has agreed to grant such permission on the terms and conditions hereinafter mentioned.

AND WHEREAS before signing this agreement, the Applicant has deposited with the Engineer-in-Charge, A SUM OF Rs. _____ as a Facilitation Charge as stipulated amount for the due compliance and satisfactory performance by the Applicant of all the terms and conditions of this agreement hereafter set out so far they are to be observed and performed by the Applicant. In case of work to be done by the Department a SUM of Rs. _____ as Departmental Charges.

NOW THIS AGREEMENT WITNESSETH that in consideration of the conditions hereinafter contained and on the part of the Applicant to be observed and performed, Engineer-in-Charge hereby grants permission to the Applicant to construct _____ (Bridge/ramps) across _____ (name of canal/drain/river/rivulet) at R.D/Place subject to the following conditions namely:-

(1) That no proposed structure shall be allowed to be installed by the Applicant unless a GAD, specification and estimate is approved from competent authority is provided to Engineer-in-Charge:

(2) That the work of construction shall be carried out by the Applicant as per instructions and under supervision of the Engineer-in-Charge or his authorized representatives and the entire cost of construction shall be borne by the Applicant only.

(3) That before starting the construction work the Applicant shall obtain prior permission in writing for the purpose from the Engineer-in-Charge and the works shall be carried out in such a manner that it shall not affect the working of the canal/drain/river/rivulet for which necessary location and the methodology to be adopted shall be got approved from the Engineer-in-Charge in advance and the work shall be commenced within 6 months and will be completed within _____ months from the date of agreement in accordance with the drawings and specifications concurred by the Engineer-in-Charge.

(4) That the Applicant shall be responsible for taking all necessary safeguards and precautionary measures against damages to the existing canal/drain/river/rivulet and the other existing

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appurtenant works during and after construction of his works and shall be liable for the damages caused to the existing works, if any

(5) That the Applicant shall be responsible for restoring the canal/drain/river/rivulet to its original condition after constructing the bridge/ramp to the entire satisfaction of the Applicant at his cost.

(6) That the works constructed by the Applicant shall not be brought into use by him unless a completion certificate to the effect that all the works have been constructed in accordance with the approved drawings and specifications.

(7) The Applicant will be responsible for carrying out any repairs maintenance of his works as may be necessary and as may be directed by the Engineer-in-Charge from time to time at his own cost and shall be liable for any damages caused to the canal/drain/river/rivulet or otherwise suffered by the Engineer-In-Charge due to inadequate or negligent maintenance operation of his works

(8) That the Engineer-in-Charge shall not guarantee the preservation of the Applicant's works from any loss or damage caused by rain flood or any other reasons and the Applicant shall not claim any compensation for any such damages caused to his works.

(9) That the Applicant shall not without the written permission of the Engineer-in-Charge undertake any repairs, modifications/alterations or shifting of his works.

(10) That in the event of any necessity at any time to carry out any remodelling/extension/improvement of the canal/drain/river/rivulet or construction of any additional structures necessitating removal or shifting and/or reconstruction/relaying of the works of the Applicant, the entire cost of such removal/shifting/reconstruction/relaying of the said works shall be borne by the Applicant.

(11) That the Applicant shall enjoy only the right of way in the department land of the canal/drain/river/rivulet for his works as permitted by this agreement and the permission granted shall in no way be deemed to convey to him any other right whatsoever on this land.

(12) That the Applicant shall not sell, transfer or otherwise dispose off the works permitted by this agreement or even the rights to use these works without obtaining prior written permission from the Engineer-in-Charge.

(13) That during the subsistence of this agreement, the works of the Applicant shall be deemed to have been constructed and continued only by the consent and permission of the Engineer-in-Charge so that the right of the Applicant to use the works therefore shall not become absolute and indefeasible by lapse of time.

(14) That the agreement shall remain in force until cancelled or terminated in the manner hereinafter expressed. Either party may terminate the agreement without assigning any reason at any time by giving NINETY DAYS notice in writing of its intention to do so. The Applicant shall not be entitled to any compensation for any loss caused to it by cancellation/termination of the agreement by the Engineer-in-Charge nor shall it be absolved from any liability already incurred by him under this agreement.

(16) That in the event of cancellation/termination or otherwise refusal of the Engineer-in-Charge to renew the agreement, the Applicant shall remove his works constructed across/along the canal/drain/river/rivulet and restore the canal/drain/river/rivulet to its original conditions to the entire satisfaction of Engineer-in-Charge within a period of one month failing which Engineer-in-Charge shall be at liberty to remove the same and the Applicant shall be liable for the expenses incurred.

(17) Any notice or other documents to be served upon or given to the Applicant by the Engineer-in-Charge, shall be deemed to have been sufficiently served or given if delivered or addressed at



the last known address of the Applicant or sent by Registered Post to such address or email to the Applicant as per id mentioned in the application.

(18) That the Applicant shall bear the cost of preparing, stamping and execution of this agreement.

(19) The ownership of the bridge shall remain with the Water Resources Department and the bridge/ramp can be remodelled/restructured by the Water Resources Department at its discretion, as and when required.

(20) The bridge/ramp shall be allowed to be used by anyone without any claim by the Applicant and shall not be used exclusively by the applicant.

(21) The Department shall not be responsible for any 3rd party damage during or after construction of the bridge/road.

(22) The Department shall revoke the permission to right of way in case the bridge/ramp is found to be used for loading more than that specified in the design.

(23) If after the construction of bridge and during the usage of bridge, if right of way is obstructed by the applicant than immediately compensation cost of lump-sum Rs 5.0 Lakhs will be charged and police case will be registered. The Agreement shall be cancelled immediately.

IN WITNESS WHERE OF this agreement is signed and executed by both the parties on the day, month and year aforementioned in presence of the following witnesses:

Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____

(For and on behalf of the Governor of Punjab)

(Applicant)

In presence of witness

1. Signature _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Place _____
Date _____

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INDEMNITY BOND

This DEED OF INDEMNITY made on this ____ day of _____, _____ by _____ also known and written as _____, having its Registered Office/Address/Residing at _____ hereinafter referred to as "APPLICANT" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs/legal representatives, executors, administrators and assigns) in favour of "WATER RESOURCS DEPARTMENT, PUNJAB", through its Executive Engineer _____ with its divisional Office at _____, hereinafter referred to as "GOVERNMENT" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators and assigns)

WHEREAS :

APPLICANT is desirous of getting proposed Bridge/Ramp on _____ at RD _____ at village/town. (hereinafter referred to as the "Site").

AND WHEREAS THE APPLICANT is desirous of getting General Civil Works executed (hereinafter referred to as the "Works") at the site.

AND WHEREAS THE GOVERNMENT shall consider the application received by the APPLICANT under its Policy "CONSTRUCTION OF BRIDGES ON CANALS/DRAINS ON THE REQUEST OF PRIVATE ENTITIES".

AND WHEREAS pursuant to acceptance of the application given by the APPLICANT, the GOVERNMENT and the APPLICANT will enter into an Agreement.

AND WHEREAS it is one of the conditions of the Policy that the Applicant shall give an indemnity in the manner hereinafter.

NOW THIS DEED OF INDEMNITY WITNESSTH AS FOLLOWS:

In pursuance of the said Application and for the consideration aforesaid we the Applicant hereby do undertake to indemnify and keep harmless the Government against and from:

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps, fire hazards & other accidents including death of any person/s or disputes and / or damages occurring, or arising out of any mishaps at the site due to faulty work, negligence, faulty and unsound construction and / or for violating any laws, rules and regulations in force for the time being while executing the said Works and/or thereafter.
2. All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned or may occasion to you as a result of our non-payment of any statutory dues levied / leviable on the Applicant or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Excise Act, 1944, Central sales Tax Act 1956, or any other statute or law for the time being in force.
3. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on our part or on the part of Sub-Contractor/s, if any, servants or agents of the Applicant.
4. Claims, if any, of the employee or the Applicant and or its Contractor, sub-Contractor/s, under the Workmen's Compensation Act, 1923 and Employer's Liability Act 1938 or any other law, rules and regulations in force for the time being in India and any acts replacing



and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.

5. Any non-compliance or improper compliance of statues, rules and regulations which are applicable to me and / or any other laws which may become applicable in respect of the Work.

6. Any Act or omission by me or my Contractor or Sub-contractor/s, if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE APPLICANT HAS TO SET ITS HANDS ON THIS
_____ DAY OF _____, _____.

Signed, Sealed & Delivered by

Applicant

In the presence of

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