



# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

**National Highways Authority of India**

(Ministry of Road Transport and Highways, Government of India)

क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai

दूसरा व तीसरा तल, विजय कृष्णा प्लाजा, सं. 1, लेक एरिया, मेलुर मैन रोड, माटुतावनी, मदुरै - 625107

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NHAI/15018/4.5/01/2025/RO Madurai/E-272860/ 136

24<sup>th</sup> January, 2025

## INVITATION OF PUBLIC COMMENTS

**विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, नागरकोइल** - Operation and Maintenance of Kayathar - Kanyakumari from Km 116/500 to 243/470 on NH- 44 - Proposal for laying of Sewer pipeline along the road from Km 154/675 to Km 155/100 (RHS & LHS) - Pumping Main, Gravity Sewer - Km 156/810 to Km 156/980 (LHS), Pumping main - Km 156/575 to Km 156/810 (LHS) & Km 156/575 to Km 156/960 (RHS) Pumping Main - Km 157/625 to Km 157/980 (LHS) & Km 157/625 to Km 158/175 (RHS), Gravity Sewer - Km 159/832 to Km 160/314 (RHS), Pumping Main - Km 160/247 to Km 159/550 (RHS), Pumping Main - Km 160/050 to Km 160/100 (LHS) & Km 159/550 to Km 160/100 (RHS) and across the road Pumping Main - Km 155/100, Km 156/575, Km 157/625, Km 160/100 of Madurai-Kanyakumari section of NH-44 (Old No. NH-7) in the state of Tamilnadu- Invitation of Public Comments -Reg.

**प्रसंग:** PD, Nagercoil Lr. No. NHAI/PIU/NGL/NH-44/NOC/2025/0194 dated 24.01.2025.

The Proposal is regarding Permission for laying of Sewer pipeline along the road from Km 154/675 to Km 155/100 (RHS & LHS) - Pumping Main, Gravity Sewer - Km 156/810 to Km 156/980 (LHS), Pumping main - Km 156/575 to Km 156/810 (LHS) & Km 156/575 to Km 156/960 (RHS) Pumping Main - Km 157/625 to Km 157/980 (LHS) & Km 157/625 to Km 158/175 (RHS), Gravity Sewer - Km 159/832 to Km 160/314 (RHS), Pumping Main - Km 160/247 to Km 159/550 (RHS), Pumping Main - Km 160/050 to Km 160/100 (LHS) & Km 159/550 to Km 160/100 (RHS) and across the road Pumping Main - Km 155/100, Km 156/575, Km 157/625, Km 160/100 of Madurai-Kanyakumari section of NH-44 in the State of Tamil Nadu by Commissioner, Tirunelveli City Municipal Corporation has been submitted to this office by the PD, PIU, Nagercoil Lr. No. NHAI/PIU/NGL/NH-44/NOC/2025/0194 dated 24.01.2025 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by Commissioner, Tirunelveli City Municipal Corporation for laying of Sewer pipeline along the road from Km 154/675 to Km 155/100 (RHS & LHS) - Pumping Main, Gravity Sewer - Km 156/810 to Km 156/980 (LHS), Pumping main - Km 156/575 to Km 156/810 (LHS) & Km 156/575 to Km 156/960 (RHS) Pumping Main - Km 157/625 to Km 157/980 (LHS) & Km 157/625 to Km 158/175 (RHS), Gravity Sewer - Km 159/832 to Km 160/314 (RHS), Pumping Main - Km 160/247 to Km 159/550 (RHS), Pumping Main - Km 160/050 to Km 160/100 (LHS) & Km 159/550 to Km 160/100 (RHS) and across the road Pumping Main - Km 155/100, Km 156/575, Km 157/625, Km 160/100 of Madurai-Kanyakumari section of NH-44 is as detailed under:

Stretch in Km	Length (m)	Dia. Of the pipe (m)	Available ROW (in m)	Distance of erection from C/L (in m)	Remarks
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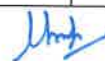
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Stretch in Km	Length (m)	Dia. Of the pipe (m)	Available ROW (in m)	Distance of erection from C/L (in m)	Remarks
<b>Along NH-44:</b> Km 154/675 to Km 155/100 (BHS)	850	0.3	55-60	53-58	Laying of pipe line along the extreme edge of ROW at a distance of 2.0 m from ROW edge.
Km 156/810 to Km 156/980 (LHS)	170	0.2			
Km 156/575 to Km 156/810 (LHS)	235	0.15			
Km 156/575 to Km 156/960 (RHS)	385	0.15			
Km 157/625 to Km 157/980 (LHS)	355	0.15			
Km 157/625 to Km 158/175 (RHS)	550	0.15			
Km 159/832 to Km 160/314 (RHS)	50	0.3			
Km 160/247 to Km 159/550 (RHS)	550	0.3			
Km 160/050 to Km 160/100 (LHS)	697	0.15			
Km 159/550 to Km 160/100 (RHS)	482	0.2			
<b>Across NH-44:</b> Km 155/100	60	0.15			Laying of pipe line along by HDD Method at a minimum depth of 2.0 m from the top of the sub grade.
Km 156/575	60	0.15			
Km 157/625	60	0.15			
Km 160/100	60	0.3			



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24<sup>th</sup> January, 2025

3) Commissioner, Tirunelveli City Municipal Corporation has proposed for laying of Sewer pipeline along the road from Km 154/675 to Km 155/100 (RHS & LHS) - Pumping Main, Gravity Sewer - Km 156/810 to Km 156/980 (LHS), Pumping main - Km 156/575 to Km 156/810 (LHS) & Km 156/575 to Km 156/960 (RHS) Pumping Main - Km 157/625 to Km 157/980 (LHS) & Km 157/625 to Km 158/175 (RHS), Gravity Sewer - Km 159/832 to Km 160/314 (RHS), Pumping Main - Km 160/247 to Km 159/550 (RHS), Pumping Main - Km 160/050 to Km 160/100 (LHS) & Km 159/550 to Km 160/100 (RHS) and across the road Pumping Main - Km 155/100, Km 156/575, Km 157/625, Km 160/100 of Madurai-Kanyakumari section of NH-44 in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.

4) Commissioner, Tirunelveli City Municipal Corporation has furnished an Undertaking to the effect that the applicant will shift the laid water pipeline in future within 90 days if required by NHAI at any time for expansion of the NH at their own cost without claiming any compensation from NHAI. Further, mentioned that Commissioner, Tirunelveli City Municipal Corporation will also undertake not to damage any other utility, if damaged, will pay the losses either to NHAI or to the concerned agency.

5) As per the guidelines issued by the Ministry vide letter No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 the proposal submitted by the applicant will be made available for public comments and the comments is invited within 30 days from the day of uploading.

In view of the above, comments of the public on the above proposal is invited to the below mentioned address:

Regional Officer,  
National Highways Authority of India,  
No.2nd & 3rd Floor, Vijay Krishna Plaza,  
No.1, Lake Area, Melur Main Road, Mattuthavani,  
Madurai - 625 007.

भवदीय

 24/1/25

(आर. मुरुगप्रकाश | R .Murugaprakash)

उप महाप्रबंधक (तक) | Dy.General Manager (Tech)

क्षे.का. मदुरै | RO-Madurai

संलग्न: As above

प्रतिलिपि:

1. The NIC, New Delhi - for uploading in the Ministry's website.
2. PD, Nagercoil- for information.

**PERMISSION FOR CONSTRUCTION AND LAYING OF  
SEWER PIPE LINE BY GRAVITY AND PUMPING**

**SECTION**

Operation and Maintenance of Four laning of Madurai – Kanyakumari section  
from Km.0.000 to Km.243.170 of NH-44 (Old No. NH-7) in the State of  
Tamilnadu

**APPLICANT**

**THE COMMISSIONER,  
TIRUNELVELI CITY MUNICIPAL CORPORATION,  
TIRUNELVELI.**

**AUTHORITY**

**THE REGIONAL OFFICER,  
NATIONAL HIGHWAYS AUTHORITY OF INDIA,  
MADURAI.**

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COMMISSIONER  
Tirunelveli Corporation

## CHECK-LIST

Guidelines for Project Director for processing the Proposal for Laying of 150mm to 300 mm dia Gravity main and pumping main with Sewer manholes in the land at National Highways vested with NHAI.

Permission for laying of sewer manhole lines along the road and crossing at following locations

Sl.no	Location	NH Chainage		Side	Details of Proposed alignment	Length	Remarks
		From	To				
1	Keelanatham Pottal road crossing	CH. 154+675	CH. 155+100	RHS & LHS	CI 150mm dia-Pumping main	850 M	Along the road
		CH.155+100		Road Crossing		60m	Across the road
2	Seevalaperi road crossing	CH. 156+810	CH. 156+980	LHS	Gravity Sewer main	170 M	Along the road
		CH. 156+575		Road Crossing	CI 150mm dia-Pumpingmain	60 M	Across the road
		CH. 156+575	CH. 156+810	LHS		235 M	Along the road
		CH. 156+575	CH. 156+960	RHS		385 M	Along the road
3	Rahumathnagar road crossing	CH. 157+625	CH. 157+980	LHS	CI 150mm dia-Pumpingmain	355 M	Along the road
		CH. 157+625		Road Crossing		60 M	Across the road
		CH. 157+625	CH. 158+175	RHS		550 M	Along the road
4	VM Chatiram - Tiruchendur road crossing	CH. 160+050	CH. 160+100	LHS	CI 300mm dia-Pumpingmain	50 M	Along the road
		CH. 160+100		Road Crossing		60 M	Across the road
		CH. 159+550	CH. 160+100	RHS		550 M	Along the road
5	Saranya Nagar road to Tiruchendur road crossing	CH. 159+550	CH. 160+247	RHS	CI 150mm dia-Pumpingmain	697 M	Along the road
		CH. 159+832	CH. 160+314	RHS	Gravity sewer main	482 M	Along the road
					<b>Total Length</b>	<b>4564 M</b>	



**Relevant Circulars :**

1. Ministry Circular No. NH-41 (58)/68 dated 31.01.1969.
2. Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976.
3. Ministry Circular No. RW/NH-III/P/66/76 dated 11.05.1982.
4. Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.07.1993.
5. Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.01.1995.
6. Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999.
7. Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.09.2003.
8. Ministry Circular No. RW/NH-33044/29/2015/S&R/ dated 22.11.2016.

**Check list for getting approval for Laying of Sewer Pipeline and manholes on NH land**

S. No	Item	Information/status	Remark
1.0	General information		
1.1	Name and Address of the Applicant	THE COMMISSIONER, SWAMI NELLAIYAPPAR HIGH ROAD, TIRUNELVELI CITY MUNICIPAL CORPORATION, TIRUNELVELI- 627001	
1.2	National Highway Number	NH 44.	
1.3	State	Tamil Nadu	
1.4	Location	Madurai-Kanyakumari section of NH 44.	
1.5	(Chainage in Km)	Along the service road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175(RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main -Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km	

		156+575, Km 157+625, Km 160+100	
1.6	Length in Meters	Road Crossing = 240m (4 no) & Along the service road = 4324m (11 no) <b>Total = 4564 M</b>	
1.7	Width in available ROW		
	(a) Left side from center line towards increasing chainage/Km-direction	30 M	
	(b) Right side from center line towards	30 M	
1.8	Proposal to Laying of Sewage line		
	(a) Left side from center line toward increasing chainage/Km-direction	29.5 M	
	(b) Right side from center line toward increasing chainage / Km-direction.	29.5 M	
1.9	Proposal to acquire land		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.10	Whether proposal is in the same side where land is not be acquire, if not then where to lay the underground pipeline.	NA	
1.11	Details of already laid services, if any, along the proposed route	NA	
1.12	Number of lanes(2/4/6/8 lanes) existing	4 Lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)	6/8 Lanes	
1.14	Service road existing or not	YES	
	If yes the which side		
	(a) Left side from center line	YES	
	(b) Right side from center line	YES	
1.15	Proposed Service Road		
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.16	Whether proposal to laying of sewer line is after the service road or between the service road and main carriageway	After the service road	
1.17	The permission shall be considered for approval/rejection based on the Ministry Circular mentioned as above. (a) Carrying of Sewage / gas pipeline on highway bridges shall not be permitted Fumes/gases pipe can be accelerate the process of corrosion or may cause explosions, thus being much more injurious of water. (b) Carrying of water pipelines on bridges shall be discouraged. However, if the water supply authorities seem to have no other viable alternative and approach the highway authority well	Not Applicable.	

	<p>in time before the design of the bridge is finalized, they may be permitted to carry the pipeline on Independent superstructure, supported on extended portions of piers and abutments in such a manner that in the final arrangement enough free space around the superstructure of the bridge remains available for inspection and repair, etc.,</p> <p>(c) Cost of required extension of the substructure as well as that of the supporting structure shall be borne by the agency-in-charge of the utilities. (d) Services are not being allowed indiscriminately on the parapet/any part of the bridges, Safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with the concurrence of the Ministry's Project Chief Engineer only.</p>		
1.18	No.of application on the same stretch	First Application	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	<p>Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide)</p> <p>a) Should not be greater than 60Cm in wider than the outer diameter of the pipe.</p> <p>b) Located as close to the extreme edge of the right of way as possible but not less than 15 meter from the center lines of the nearest carriageway.</p> <p>c) Shall not be permitted to run along the NH when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.</p> <p>d) These should be so laid that their top I at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>	Yes, Shown in Diagram	
2.2	Cross section showing the size of pit location of pipe for HDD method	Yes	
2.3	Strip Plan/Route plan showing the sewage pipe line chainage, wide of ROW distance, important mile stone, and intersections etc.	Yes, Shown in Diagram	



2.4	Methodology for Construction and Pipe laying of sewer line.	Trenchless method for crossing and open trench method for along the road	
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench.	Backfill the excavated soil with compaction @ Every 300mm..	
3	Draft license Agreement signed by two witnesses.	Yes	
4.0	Performance bank guarantee	Would be Obtained after approval of the Proposals	
4.1	Performance BG as per ministry's circular No.RW/NH-33044/27/2005-S&R (R) (Pt) dated 06.08.2013 to be obtained @ Rs100/- per meter length	Applicable on later date	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
5.0	Affiliate/Undertaking from the Applicant for	Undertaking is enclosed herewith	
5.1	Not be Damage to other utility, if damaged the to pay the losses either to NHAI or to the concerned agency	Yes	
5.2	Renewal of Bank Guarantee	Yes will be obtained after submission of BG.	
5.3	Confirming all standard condition of NHAI's guideline	Yes	
5.4	Shifting of Sewage pipeline as and when required by NHAI at their own cost.	Yes	
5.5	Shifting due to 6 laning/widening of NH	Yes	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes	
5.7	Traffic movement during laying of Sewage pipeline to be managed by the applicant	Yes	
5.8	If any claim is raised by the Concessionaire, then the same has to be paid by the applicant	Yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting of repairs, or alternations to be showing sewage pipeline located in the NH right of ways.	Yes	
5.10	Expenditure if any incurred by NHAI for repairing any damage caused to the NH by laying maintenance or shifting of the sewage pipeline will borne by the agency owning the line.	Yes	
5.11	If the NHAI considers, if necessary, in future to move the utility line for any	Yes	

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	work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	<p>Certificate from the applicant in the following format</p> <p>a) Laying of Sewer line will not have any deleterious effects on any of the bridge components and road way safety for traffic.</p> <p>b) For 6- laning“ We do undertake that I will relocate service road/approach road/ utilities at my own cost not withstanding the permission granted within such time as will be stipulated by NHAI” for future six-laning or any other development.</p>	Yes	
6	Who will sign the agreement on behalf of TIRUNELVELI CITY MUNICIPAL CORPORATION	The Commissioner, Tirunelveli city Municipal Corporation, Tirunelveli	
7	Certificate from the Project Director		
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI'S guidelines issued vide No. NHAU/OEC/2k/ Vol II dated 7.11.2000 and Ministry's circular No.RW/NH-33044/27/200-S&R ( R ) dated 21.03.2006 and Ministry Guidelines Lr.No.RW/NH-33044/27/2005/S&R ( R ) (Pt) dated 06.08.2013.	Yes	
7.2	Certificate for 6-lanning from PD in the following format	Yes	
	<p>(a)Where Feasibility is available “ I do certify that there will be no Hindrance to proposed six-laning based on the feasibility report considering proposed structure at the said location “.</p> <p>(b)In case feasibility report is not available “I do certify that sufficient ROW is available at site for accommodating proposed six-laning”.</p>		
8	If NH section proposed to be taken up by NHAI on BOT basis-a clause is to be inserted in the agreement. “The permitted highway on which License has been granted as a right to lay Sewer lines has	Yes	

	been granted as a right of way to the concessionaire under the concession agreement for up-gradation of Madurai Kaniyakumari section of NH-7 on OMT basis and therefore the licenses shall honor the same.”		
9	Who will supervise the work of laying of Sewer line	Field officers of NHAI and consultant/concessionaire, TCMC-Officials.	
10	Who will ensure that the defect in road portion after Laying of Sewer lines are corrected and if not corrected then what action will be taken.	The Commissioner, Tirunelveli city Municipal Corporation, Tirunelveli – BG will be enhanced. Claim amount will be determined according to the nature and seriousness of damages (if any defects in road portion, BG will be enhanced of NHAI)	
11	Who will pay the claims for damages done/disruption in working of concessionaire if asked by the concessionaire.	The applicant should pay claims	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed Performa (copy enclosed) issued vide ministry circular No.RW/NH/33044/17/2000/S&R dated 23.07.2003 & 06.08.2013.	Yes	
13	If any previous approval is accorded for Sewer line laying then photocopy of register of records of permission accorded as maintained by PD the copy be enclosed.	No	

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*[Signature]*  
**COMMISSIONER**  
Tirunelveli Corporation

Proposal for Laying of sewer line at along the service road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main -Km 160+050 to Km 160+100 (LHS) & Km159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 at Madurai-Kanyakumari section of NH-44(Old no.NH-7) in the state of Tamil Nadu.

## GENERAL TO ACCOMPANY ALL PROPOSALS

### CHECK LIST

#### GENERAL

1	Whether the site plan is drawn to a scale of 1:5000 or 1:2500 and enclosed	:	NTS
2	Whether the details for 100m either side of the utility laying have been furnished	:	No
	a. NHAI boundary line with distance from center line of the road marked at salient point where the land width is changing and also at 200m interval.	:	Yes
	b. The berm, line distance from center line at 200m intervals and also salient points of change of widths of NHAI land	:	Yes
	c. Center line of pavement and parent edge line marked distinctly.	:	Yes
	d. Median if any marked to scale	:	Yes
	e. The locations of the utility line of proposal with change showing exact location and distance from NHAI center line	:	Yes
	f. The existing culverts / drainage work with Diversions	:	Yes
A	Purpose of the proposal in details	:	Tirunelveli Municipal corporation is providing UGSS to Tirunelveli city Municipal corporation – Phase III
B	Exact location of the proposal	:	Along the service road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main -Km 160+050 to Km 160+100 (LHS) & Km159+550 to Km 160+100 (RHS) and



			across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai – Kanyakumari section of NH-7
C	Whether the applicant is private agency or Govt. Agency	:	Government Department.
D	Any time schedule fixed for the completion of the proposal made	:	As quickly as possible
E	Reason why the proposal could not be accommodated outside the NH land	:	Sewer must be transmitted from higher region to Treatment plant
F	Whether any other location other this difficult or costly	:	NA
G	Whether the proposal, if implement, will affect the design stability and traffic safety of national highways.	:	No
H	Whether the proposal, if implement, will affect any likely future improvement, such as improvements in geometric.	:	No
I	If there any proposal for improvement, in this stretch of likely to be sanctioned in the near future where they will be affected by this	:	No

### **CERTIFICATE:**

1. This proposal when implemented will not affect the design stability and traffic safety of national Highway Authority of India.
2. This proposal implement now, will not affect and likely future improvements such as improvements to geometrics.
3. There is no proposal for improvements in this stretch likely to be sanctioned near future.
4. The proposal is in accordance with the Government of India's specifications.
5. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution board while executing the work.

The above-mentioned rules have been noted for guidance.

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*[Signature]*  
**COMMISSIONER**  
Tirunelveli Corporation





Whereas the National Highway Authority of India is responsible for the Operation and Maintenance of Four laning of Madurai – Kanyakumari section from Km.0.000 to Km.243.170 of NH-44 (Old No:NH-7) in the State of Tamil Nadu.

Whereas the Licensee is the City Municipal Corporation who is responsible for providing water supply/sanitation to the residents of Tirunelveli city in the State of Tamil Nadu.

Whereas the Licensee has applied to the NHAI for the permission to laying of Sewer line and Construction of Sewer manhole at various chainages along the road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main - Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai-Kanyakumari section of NH-44(old noNH-7) in the state of Tamil Nadu.

And Whereas the NHAI have agreed to grant such permission on the terms and conditions herein after mentioned.

Now, this agreement witnesses that subject to the conditions hereinafter contained and the part of the Licensee to be observed and performed. NHAI hereby grant to the Licensee permission to Lay the Sewer line and construction of Sewer manholes in accordance with the predetermined route and the approved drawing and methodology attached here to as annexure subject to the following condition namely:

1. ROW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway ROW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further enforceability of the permission so granted shall be restricted only to the extent of provision/scope of activities defined the in the Licensee agreement & for the purpose for which it is granted.
2. NO Licensee shall claim exclusive right on the ROW and any subsequent user will be permitted to use the ROW, either above or below or by the side of the utilities laid by the first user, subject to technical requirement being fulfilled, Decision of the Authority in relation to fulfilment of technical requirement shall be final and binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent use the Authority shall not be held accountable or liable in any manner.

2/30



3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging, finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment material, construction, erection, testing and commissioning. Maintenance and operation and all other activities essential or required for efficient functioning or their own utility/industrial infrastructure facilities.
4. The Licensee shall pay Licensee fees @ Rs. \_\_\_\_\_ /Sq m/ month to the Authority. The Licensee fee become payable from the date of handing over of ROW land in the Licensee for laying of overhead electrical line/utilities/cables /conduits/pipelines for Infrastructure/service provider. As regards Tariff and Terms and conditions for providing common utility ducts along national Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance or the period for which permission is granted for entering into a Licensee agreement. In case of removal, rate prevailing at the time of removal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MORT&H is to provide a 2.00m wide utility corridor on either side of the extreme edge of ROW. In case where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirement being fulfilled.
7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment drains, other side furniture etc the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make own arrangement for crossing of cross drainage structure, rivers etc below the bed. In case this is not feasible, the utility services may be carried outside the railing / parapets and the bridge superstructures. The fixing and supporting arrangement with all details be required to be approved in advance from the concerned Highway Administration. Additional cost in account of fixing and supporting arrangement as assessed by Authority shall be payable by the Licensee.
9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath carriageway of service road, If available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the Duct shall not be less than one lane. In such cases, it also needs to ensure the maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

3/20

10. It is being ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Forwards this, the top of the utility services shall be aesthetically provided for / landscaped with required safety measures as directed by concerned Authority.
11. The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose, the casing/conduit pipe should as minimum, extend from drain to drain in cuts toe of slope to toe of slope in the and shall be designed in accordance with the provision of IRC and executed following the specification of the Ministry.
12. Existing drainage structure shall not be allowed to carry the lines across.
13. That the Licensee shall at all-time permit any duly authorized officer (or) servant of the NHAI to inspect the said Construction of Manhole and Laying of sewer crossing.
14. The casing services shall cross the National Highway preferable on a line normal to it or nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. That in case of any burst or leak of Erection/crossing of Electrical line, the Licensee shall bear the entire cost of the restoration or damage caused to the road.
  - a. That the Licensee shall be liable for any loss or damage caused to the NHAI by drainage obstruction or any other like caused due to the said erection of electrical pole.
  - b. The backfill shall be completed in two stages (i) side fill to the level of the top of pipe (ii) Overfill to the bottom of the road crust.
  - c. The road cross shall be built to the same strength as exiting crust on either on either side of the trench or to thickness and specification stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produce due to execution of trenching at least at 50m away from the edge of the right of way.
18. All required restoration works subsequent to laying of the cable 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.

4/30

19. Prior to commencement of any work on the ground a performance Bank Guarantee@ \_\_\_\_\_/Route Meter/Per Sq m with validity of one year initially (extendable if require till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of group in terms of filling/ unsatisfactory compaction damages caused to other underground in terms of filling/ unsatisfactory compaction damages caused to other underground insulation/utility services & interference, interruption, disruption or failure caused there of any service etc. In case of the Licensee failing in discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation at the cost the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case the performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish the performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed in the satisfaction of the Authority, which has granted the permission within a period of 11 months from the date of issues of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Not with standing this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the ROW facility.
21. The Licensee shall shift the Pipeline within 90 days (or as specified by the respective NHAI) from the date of issues of the notice by the concerned Authority to shift/relocate the line, 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 /land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination, with Authority regarding the location of other utilities/ underground installations /facilities etc. The Licensee shall ensure the safety and security of already existing Overhead lines/ underground installations/utilities/facilities etc. Before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing Overhead lines/ underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved Authority 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 Co-



- Ordination with Authority shall also have a right to make good such damages/recover the claim by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with the condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
  25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highway. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads any try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be restore the road to the original condition at its cost. If due to unavoidable reason the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultative with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making of good of the excavated trench/other restoration work, the Authority shall have a right to make good the damage caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
  26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair work. A separate performance Bank Guarantee for maintenances / repair works shall have to be furnished by the Licensee.
  27. Each day, the extent of digging the trenches should be strictly regulated so that lines are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
  28. The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any, due to the digging of trenches for laying Pipe line.
  29. The permission for laying utility services is granted maximum for 5 years at a time which an thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
  30. The permission shall be valid only for the period it is issued and fee deposited however, the Authority also has to right to terminate the permission or to extent period of agreement.

6/30

31. That the Licensee shall not undertake any work of shifting, repairs or alteration to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not 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. No use of ROW will be permitted for any purpose other than that specified in the agreement.
33. During the subsistence of this agreement, the Sewer lines located in highway land/property shall be deemed to have constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with Geo-tagged photographs and Geo-tagged video recording of laying of Sewer lines (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record wit in a month of completion of works.
36. The Licensee shall allow free access to the site at all times to the authorized representative of Authority to inspect the Project Facilities and investigate any matter within their Authority and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The utility services shall not be made operational by the Licensee unless a completion certificate in the effect that the utility services has been laid in accordance with the approved specification and drawing and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by the Authority 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.
38. The Licensee shall ensure adherence to relevant India standards and follow best industry practices, method and standards for the purpose of ensuring the safe efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, method and standards shall be adjusted as necessary to take account of
  - a. Operation, repair and maintenance guidelines given by the manufacturers.
  - b. The requirements of Law.
  - c. The Physical conditions at the site, and

d. The safety of operating personnel and human beings.

39. The Licensee shall have to provide safety measure like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all time. In case of single lane road, a diversion shall be constructed, If any traffic diversion work are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the Overhead electrical line/ cable /ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee shall furnish a Bank Guarantee to the Authority for a period of one Year for an amount assessed by the Authority as a security 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.
42. Any disputed in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism preventing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Project in case of any financial loss incurred by the respective project concessionaires due to such erection of overhead electrical line/ laying and shifting or utility services by the Licensee, compensation of for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaries, MORT&H/NHAI/Implementing Authorities for the project not liable to the concessionaire in any way in this regard.

This Agreement has been made induplicate, each on a stamp paper; each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

  
COMMISSIONER

Tirunelveli Corporation

BY SHRI

(Signature, Name, address with Stamp)

SIGNED ON BEHALF OF M/S .....

(LICENSE)

BY SHRI

(Signature, Name, address with Stamp)

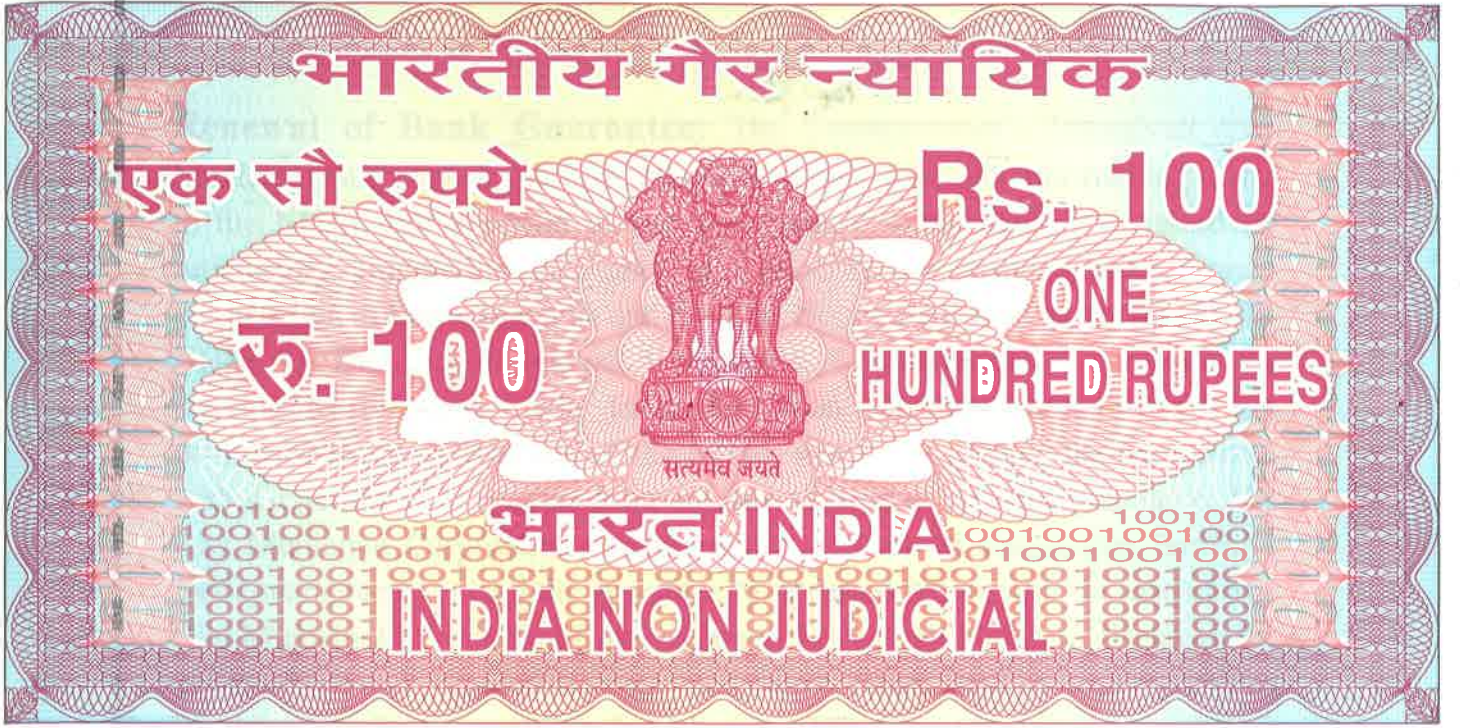
HOLDER OF GENERAL POWER OF ATTORNEY DATED .....  
EXECUTED IN ACCORDNCE WITH THE RESOLUTION NO. DATED  
PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD  
ON IN THE PRESENCE OF (WITNESSES):

1.

2.

9/30





தமிழ்நாடு தமில்நாடு TAMILNADU

Rs. 100/-

EB 609895

18 JAN 2025

M. VELMURUGAN

STAMP VENDOR L.No.2/2003

2, Thirupugal Street,  
PALAYAMKOTTAI,  
TAMILNADU

Commissioner Tirunelveli Municipal Corporation  
UNDERTAKING  
Tirunelveli

I, The Commissioner, Tirunelveli City Municipal Corporation, propose to Lay 150mm to 300 mm dia Gravity mains with sewer manhole and pumping mains along the road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer - Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main - Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai-Kanyakumari section of NH-44(old noNH-7) in the state of Tamil Nadu.

We hereby undertake the standing conditions of NHAI Guidelines.

1. **Not to damage to other utility, if damaged then to pay the Losses either to NHAI or to the concerned agency:** Regarding the location of other Overhead Electrical lines / Pipelines, underground installation / utilities etc .The Commissioner, Tirunelveli City Municipal Corporation\* shall be responsible to ascertain from the respective agency in co-ordination with NHAI. The Commissioner Tirunelveli City Municipal Corporation shall be responsible for safety of all construction of sewer manholes and laying of pipelines along and across NH Road.

1/30

COMMISSIONER  
Tirunelveli Corporation



2. **Renewal of Bank Guarantee:** The Commissioner Tirunelveli City Municipal Corporation , furnish a bank guarantee @ Rs.100 per running meter to the NHAI. For a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good construction of Sewer manhole and pipeline. No payment shall be payable by the NHAI to The City Municipal Corporation Commissioner, Tirunelveli for clearing debris / loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee. The City Municipal Corporation Commissioner, Tirunelveli shall either furnish a fresh guarantee or extend the guarantee for a period of one year. In case of The City Municipal Corporation Commissioner, Tirunelveli failing to discharge the obligation of making good the excavated trench, NHAI shall have an amount by invoking the bank guarantee furnished by The City Municipal Corporation Commissioner, Tirunelveli.

3. **Confirming all standard conditions of NHAI:**

- i. The period of validity of way leave permission shall be co-terminus with the Tirunelveli city Municipal Corporation.
- ii. Existing CD works shall not be allowed for laying of sewer line and shall be crossed by The City Municipal Corporation Commissioner, Tirunelveli method only.
- iii. The NHAI has a right to terminate the permission or to extend the period of agreement. In case The City Municipal Corporation Commissioner, Tirunelveli wants shifting, repair or alteration to overhead lines, it will have to furnish a separate bank guarantee.
- iv. The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repair or alteration to the said Sewer line.
- v. The permission granted shall not in any way be deemed to convey to The City Municipal Corporation Commissioner, Tirunelveli any ownership right or any interest in route / road/highway/land/property, other than what is herein expressly granted.
- vi. During the subsistence of this agreement, the laying of sewer lines /ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of NHAI so that the right the City Municipal Corporation Commissioner, Tirunelveli to the use thereof shall not become absolute and indefeasible by laps of time.

11/30

- vii. The City Municipal Corporation Commissioner, Tirunelveli shall bear the stamp duly charged for the agreement.
  - viii. The sewer lines shall not be brought in to use by The City Municipal Corporation Commissioner, Tirunelveli unless a completion a Certificate to the effect that the laying pipelines has been laid in accordance with the approved specification and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the owner has been obtained.
  - ix. Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the breach of any condition of the same and The City Municipal Corporation Commissioner, Tirunelveli shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
  - x. The Licensee shall have to provide barricading, danger lighting and other necessary caution board while executing the work and during maintenance. If NHAI is required to do some emergent work, The City Municipal Corporation Commissioner, Tirunelveli will provide an observer within 24 hours. NHAI will not responsible for any damage of any kind by what so ever means natural or otherwise.
4. The enforceability of the ROW permission granted here in shall be restricted to the extent of provisions scope of service contained/defined in the Licensee agreement of the Licensee with City Municipal Corporation Commissioner, Tirunelveli and for the purpose for which it is granted. Either by content or by intent the purpose extending this ROW facility is not enhance the scope City Municipal Corporation Commissioner, Tirunelveli.
5. **Shifting of sewer line as and when required by NHAI:** The City Municipal Corporation Commissioner, Tirunelveli shall shift the pipelines within 90days (or as specified by the respective agency/owner) from the date of issues of the notice by the NHAI, Govt. of India to shift/relocate the sewer line. In case, it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover /bridges and restore the road /land to its original condition at own cost and risk.
6. **Traffic movement during Construction of sewer manholes and Pipelines to be managed by the applicant:** If any traffic diversion work is found necessary during the working period such diversion shall be provided at the cost of The City Municipal Corporation Commissioner, Tirunelveli. If any claim is raised by the concessionaire then the same has to be paid by the applicant. The City Municipal Corporation Commissioner, Tirunelveli shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect of consequential damage caused

to them/claims or replacement sought for, at the cost and risk of City Municipal Corporation Commissioner, Tirunelveli. The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of bank guarantee furnished The City Municipal Corporation Commissioner, Tirunelveli fails to comply with the condition 5 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of City Municipal Corporation Commissioner, Tirunelveli.

7. I The City Municipal Corporation Commissioner, Tirunelveli hereby do undertake to furnish a performance bank guarantee @ 100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling /unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, The City Municipal Corporation Commissioner, Tirunelveli failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at cost of The City Municipal Corporation Commissioner, Tirunelveli and recover the amount by invoking the bank Guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11 Months from the date of issue of the bank Guarantee. The City Municipal Corporation Commissioner, Tirunelveli shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
8. Not to damage to other utility, if damaged, then pay the losses either to NHAI or to the concerned agency
9. We shall inform the officers of NHAI at least 15 days in advance before starting the work.
10. We shall not, without the prior permission in writing of the concern officers of the NHAI undertake the any shifting and other alteration works of this Construction of manholes and laying of sewer pipelines.
11. NHAI shall not be responsible for damage caused to the sewer lines or by any activity of our side on the permitted highway. The parties are agreed that we are laying the sewer lines on the permitted highway at its own cost.
12. The excavated pit shall be properly back filled, so as to restore the land in the same in the condition as it was before the excavation of the pits and shall clear the debris/ loose earth produced from the execution of the construction of manholes and sewer lines.
13. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11 months from the date of issue of the bank guarantee. The City Municipal Corporation Commissioner, Tirunelveli shall either furnish a fresh guarantee or extend the guarantee for further period of one year.



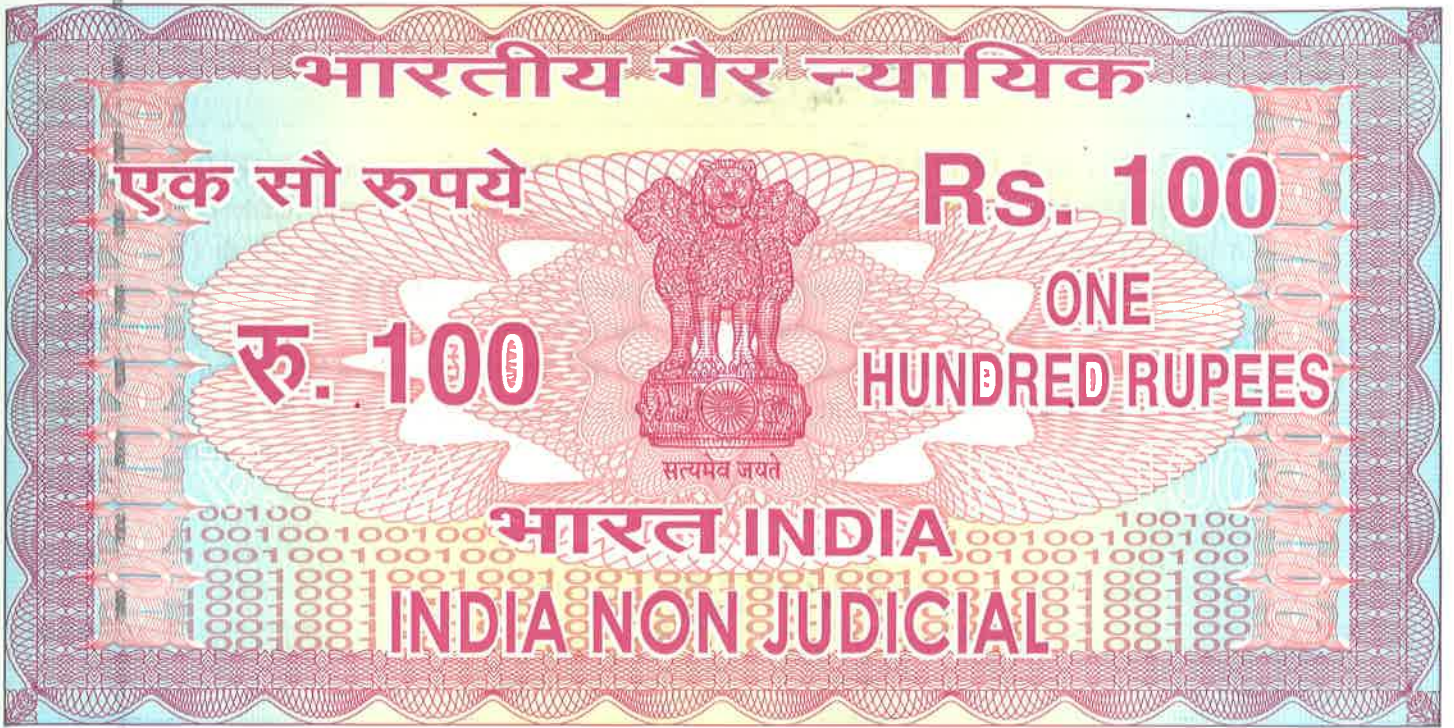
14. We will relocate the sewage pipelines at our own cost notwithstanding the permission granted within such times as will be stipulated by NHAI for future six lining or any other development.
15. I The City Municipal Corporation Commissioner, Tirunelveli hereby undertake that the existing avenue plantation is not affect due to the present proposed work along the road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main - Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai-Kanyakumari section of NH-44(old noNH-7) in the state of Tamil Nadu.
16. I The City Municipal Corporation Commissioner, hereby undertake to Construction of Manhole and Laying of pipelines will not have any deleterious effects on any of the bridge components and road way safety for traffic.
17. We agree indemnity against all damages and claims clause XXIV.
18. We are confirming the standard condition of NHAI's Guidelines.
19. We shall be responsible for shifting of the sewage pipeline as and when required by NHAI at our own cost.
20. I City Municipal Corporation Commissioner, Tirunelveli hereby under that, the pay the fee/rent as mentioned in the Ministry's Guidelines Lr.No.RW/NH-33044/27 2005-S & R ( R ) dated 21-09-2010 as and when asked by NHAI.
21. I City Municipal Corporation Commissioner, Tirunelveli hereby undertake that crossings of all crossroads at grade separators, at grade junction and wherever required and in the build – up areas as per instruction of NHAI officials.

22.Lr.No.RW/NH-33044/272005-S&R ( R ) dated 21-09-2010 as and when asked by NHAI. Reference circular issued by Ministry of Road Transport & Highways, GOI, Circular No.RW/NH-33044/27/2005-S & R ( R ) dated 21<sup>st</sup>September 2010 . Where in, the last paragraph that 'The Highway Administration Rules 2004 will be modified according This circular will come in to effect from the date of notification of the modified "Highway Administrative Rule". So we hereby give our consent to abide by the content of this circular from the date of its notification by MORT&H, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

15/30  
  
COMMISSIONER  
Tirunelveli Corporation

**Commissioner,  
Tirunelveli City Municipal Corporation.**





தமிழ்நாடு தமில்நாடு TAMILNADU

Rs. 100/-

18 JAN 2025

EB 609898

M. VELMURUGAN

STAMP VENDOR L.No.2/2003

Commissioner Tirunelveli Municipal Corporation 2, Thirupugal Street,  
Tirunelveli, PALAYAMKOTTAI, TAMIL NADU.

### INDEMNITY BOND

**Name of the work:** Laying of 150mm to 300 mm dia Gravity main with sewer manhole and pumping mains along the road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main - Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100 (RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai-Kanyakumari section of NH-44(old noNH-7) in the state of Tamil Nadu.

**Indemnity against all damages and claims as per Sl.No. 5.6 of Checklist:**

I, The Commissioner, Tirunelveli City Municipal Corporation, or in do here by indemnify Project Director, NHAI, PIU, Nagercoil binding ourselves to pay all the losses and claims in respect of at along the road from Km 154+675 to Km 155+100 (RHS & LHS)- Pumping Main, Gravity Sewer – Km 156+810 to Km 156+980 (LHS), Pumping Main - Km 156+575 to Km 156+810 (LHS) & Km 156+575 (RHS) to Km 156+960, Pumping Main - Km 157+625 to Km 157+980 (LHS) & Km 157+625 to Km 158+175 (RHS), Gravity Sewer - Km 159+832 to Km 160+314 (RHS), Pumping Main - Km 160+247 to Km 159+550 (RHS), Pumping Main - Km 160+050 to Km 160+100 (LHS) & Km 159+550 to Km 160+100

16/30

COMMISSIONER  
Tirunelveli Corporation

(RHS) and across the road Pumping Main - Km 155+100, Km 156+575, Km 157+625, Km 160+100 of Madurai-Kanyakumari section of NH-44(old noNH-7) in the state of Tamil Nadu or maintenance thereof and against all claims , proceeding, damages, costs, charges and expenses or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to, Failing such payment of claims in the above work we abide in accepting for recovery of such claims affected from any our assets.

17/30

  
COMMISSIONER  
Tirunelveli Corporation

Commissioner,

**Tirunelveli City Municipal Corporation.**



Enclosure to Ministry of Road Transport & Highway Letter No.RW/NH-33044/27/2005/S & R ( R) (PT.) dated 06-08-2013.

**Annexure-1**

**GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES / INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES /DUCTS/OVERHEAD LINES ON NHAI LAND**

Government has realized the need for creating a robust telecommunication infrastructure with adequate bandwidth at affordable rates in order to promote development and proliferation of information Technology, Electronic Governance, E –Commerce convergence of information, communication and entertainment sectors so as improve the state of economy, enhance the quality of life of the citizen and to ensure development of urban and rural areas with equity throughout the country.

The Department of telecom (DoT), Ministry of communications, Government of India has issued the National Telecom Policy 2012 in the recent past which enunciates the need to review and simplify sectoral policy for granting right of Way (R o W) for laying cable networks among others.

Keeping the above objectives in view, the following broad guidelines are being recommended by the Ministry of Road Transport & Highway (MoRTH), under which Row permissions may be granted to Licensed telecom operators and registered infrastructure provider for laying Telecom Cables including Optical Fibre Cables (OFC)/Ducts under, over, along, across, in upon a property vested in or under the control or management of a local authority or of any other person including public authority, public corporation, autonomous body, State Govt. or central Govt, in their respective Licensed service area during the currency of their Licensee.

1. Any authorized Licensee of DoT/Registered Infrastructure Provider is eligible to seek/avail Row facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained/defined in the Licensee & for the purpose for which it is granted.
2. Either by content or by intent, the purpose of extending Row facility is not to enhance the scope of Licensee of a Licensee and such Row permissions are only enabling/facilitating in nature.
3. The pipelines shall always be laid at the edge of the Row. In case of restricted width of Row, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient

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space are already available along NHAI, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of Row where required Row of at least 45m is available, which includes provision for OFC. Ducts.

4. The facility of Row for laying underground telecom cables, shall be available to all Licensee (irrespective of existing or future ) and registered /Licensed infrastructure providers, without discrimination and without payment of any compensatory charges/levy/lease rentals/Licensee fee/free bandwidth/revenue share/ cashless equity etc. subject to the condition that this Row shall be available to Licensees to the extent of provisions contained in their Licensee agreement and the reinstatement charges shall be borne by such Licensees.
5. A Performance Bank Guarantee @ Rs.100 per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by each Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filing/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption. disruption or failure caused thereof to any services etc. The above charges of Rs.100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the pipe line 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 standard. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the performance Bank Guarantee is invoked as mention above the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

In case the work contemplated herein is not satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issues of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority its designated agency for any damage sustained by then by reason of the exercise of the Row facility.

6. In order to expedite Row clearances to the Licensee in a time-bound manner through an appropriate and effective approval mechanism, a committee under the chairmanship of Chief Secretary to the respective State Govts. May act as single window to co-ordinate all activities in this regard. Each State Govt, may select a Nodal Person/Secretary of a Dept. to function as Secretary to this Single Window Clearance Committee. However, in case of NHAI land, Licensees would be required to take permission from the highway administration for laying of cables. As regards NHAI routes executed by the State PWD,

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the concerned state Chief Engineer (NH) may act as nodal point / single window to coordinate the activities whereas in request of the NHAI routes held by NHAI & BRDB, the designated officers of NHAI & BRBD may be assigned this task.

For work involving laying of cables along National Highway Authority of India in different States or National Highway Authority of India Project of length exceeding 500Km in case state. Project Director (Standards, Research & Technology) (R) MoRTH shall be the approving authority under whom a single Window Facilitation Committee will be created.

Highway Administrator Nodal Officer shall maintain a record of all RoW permissions granted in the Format give in Anneure-III including permission given at Ministry level.

7. Row permissions may be granted by the said nodal office to a Licensee within a period of four weeks from the date of submission of completed application subject to the Licensee's application being complete with route detail (including authority/ ownership of concerned section of route) and compliance to eligibility requirement, furnishing of requisite Bank Guarantee and execution of an Agreement having operational details. The above stated Single Window Clearance committee may be responsible to co-ordinate in case of any dispute for ownership of property and to expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.
8. In case any shifting or alteration in the position of the laid lines is required due to widening of highways and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.
9. In order to avoid repeated digging on the same routes, in cases where ducts with sufficient space are already available along NHAI, laying of pipelines shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the incumbent with suitable mutual agreements with the excess capacity by the first incumbent shall not be a pre-condition for giving Row clearances. The Central/State roadways authorities may consider laying ducts/conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.
10. Licensee shall ensure safety and security of all underground installations / utilities / facilities and shall be solely responsible for compensation / indemnification of concerned authority for damage caused / claims or replacements sought for at the cost and risk of Licensee.
11. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance / repair works. A separate performance Bank Guarantee for maintenance / repair works shall be furnished by Licensee.
12. The period of validity of Row permission shall be co-terminus with the validity of Licensee.

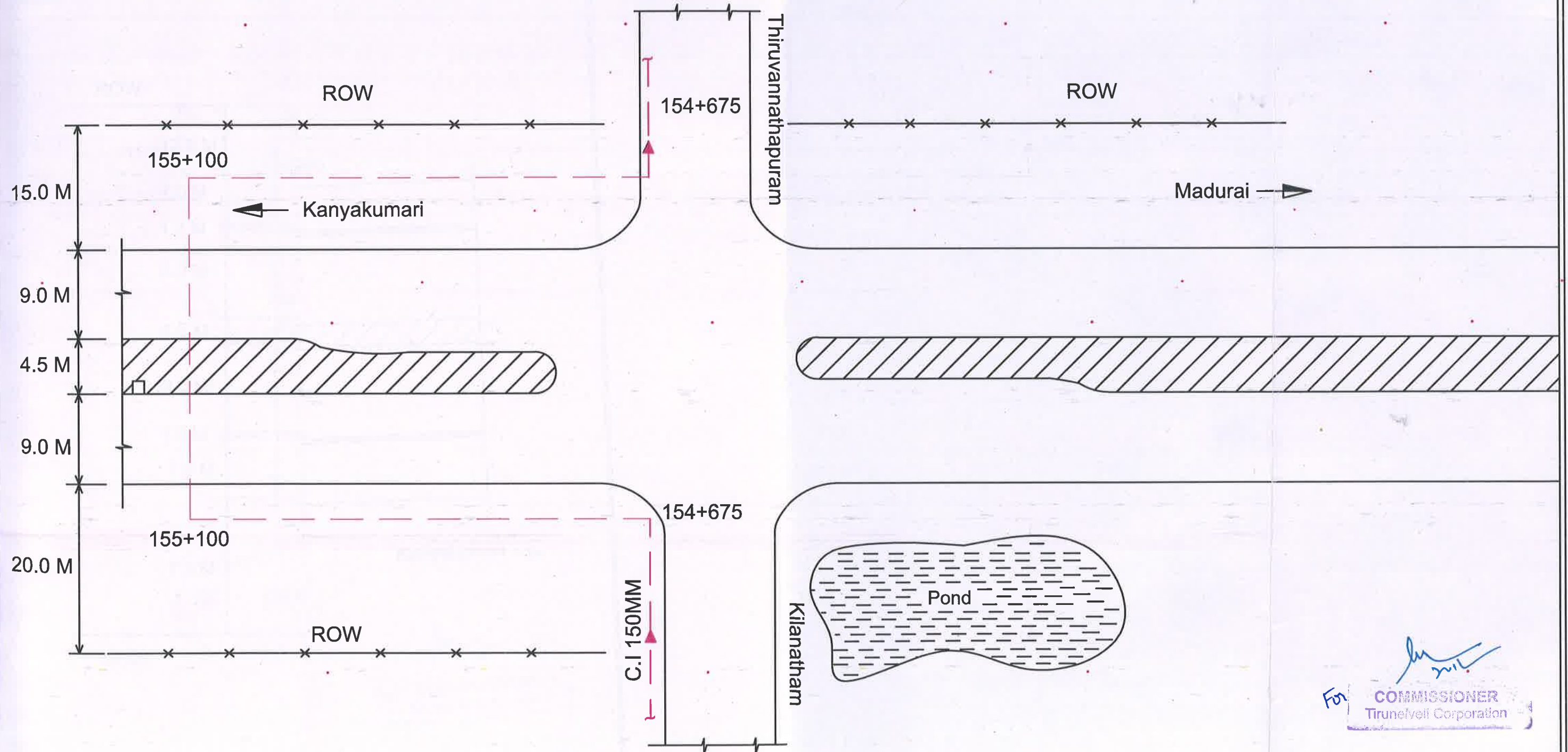
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**PERMISSION FOR LAYING OF SEWAGE PIPELINE ACROSS AT KM 155+100 OF MADURAI KANYAKUMARI ROAD NH - 44 (OLD NH 7) IN  
THE STATE OF TAMILNADU AND SEWAGE PIPELINE ALONG THE ROAD FROM KM 154+675 TO 155+100(LHS)  
AT KM155 TO 100 TO 154+675(RHS)**

**PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III  
KILANATHAM (LS-17) PUMPING MAIN ALIGNMENT**



For  
**COMMISSIONER**  
Tirunelveli Corporation

**LEGEND**

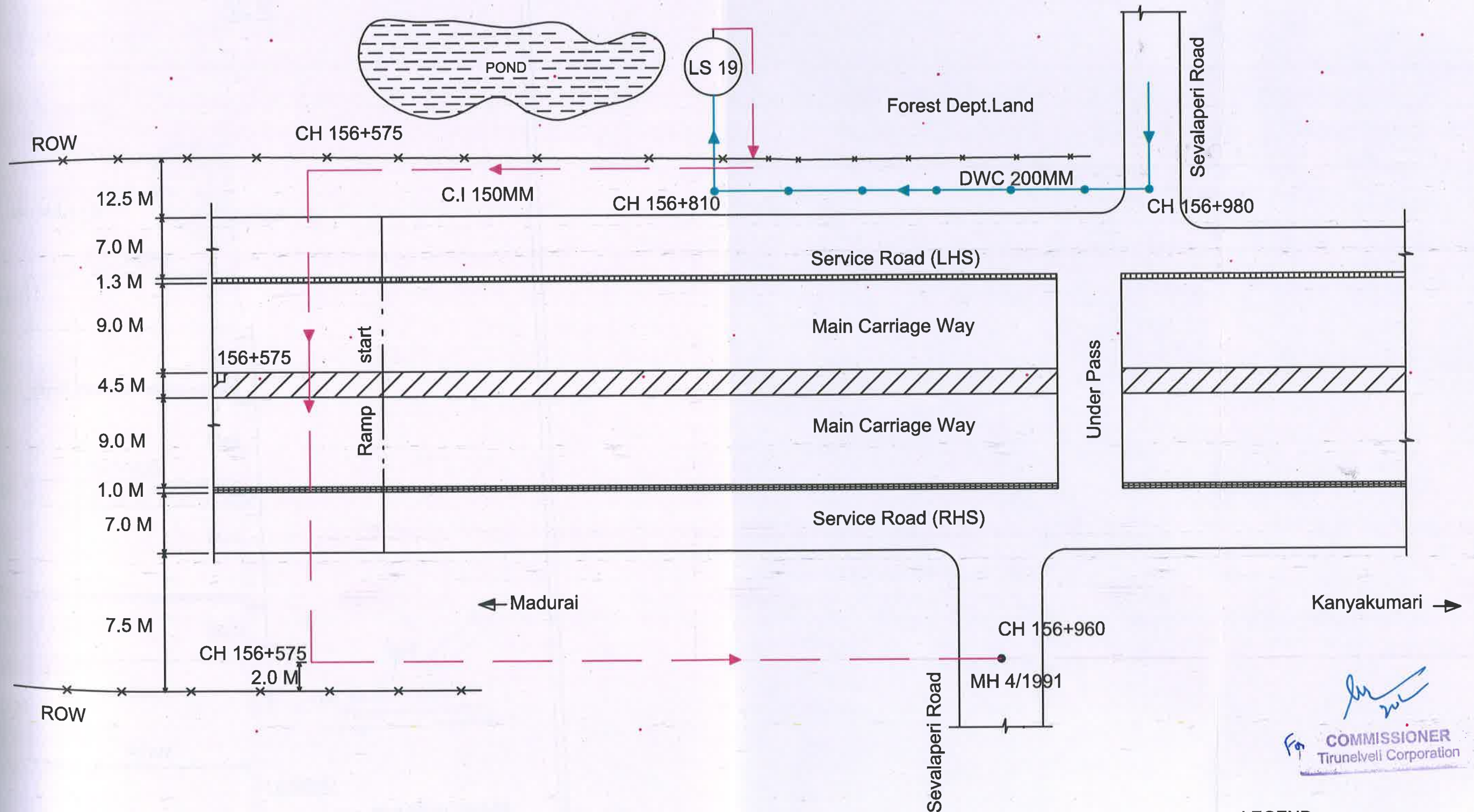
----- PUMPING MAIN



GRAVITY FROM KM 156+810 TO 156+980 OF MADURAI KANYAKUMARI ROAD NH - 44 (OLD NH 7) IN THE STATE OF TAMILNADU

PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III

## NEW COLONY (LS-19) PUMPING MAIN AND GRAVITY SEWER ALIGNMENT



For   
COMMISSIONER  
Tirunelveli Corporation

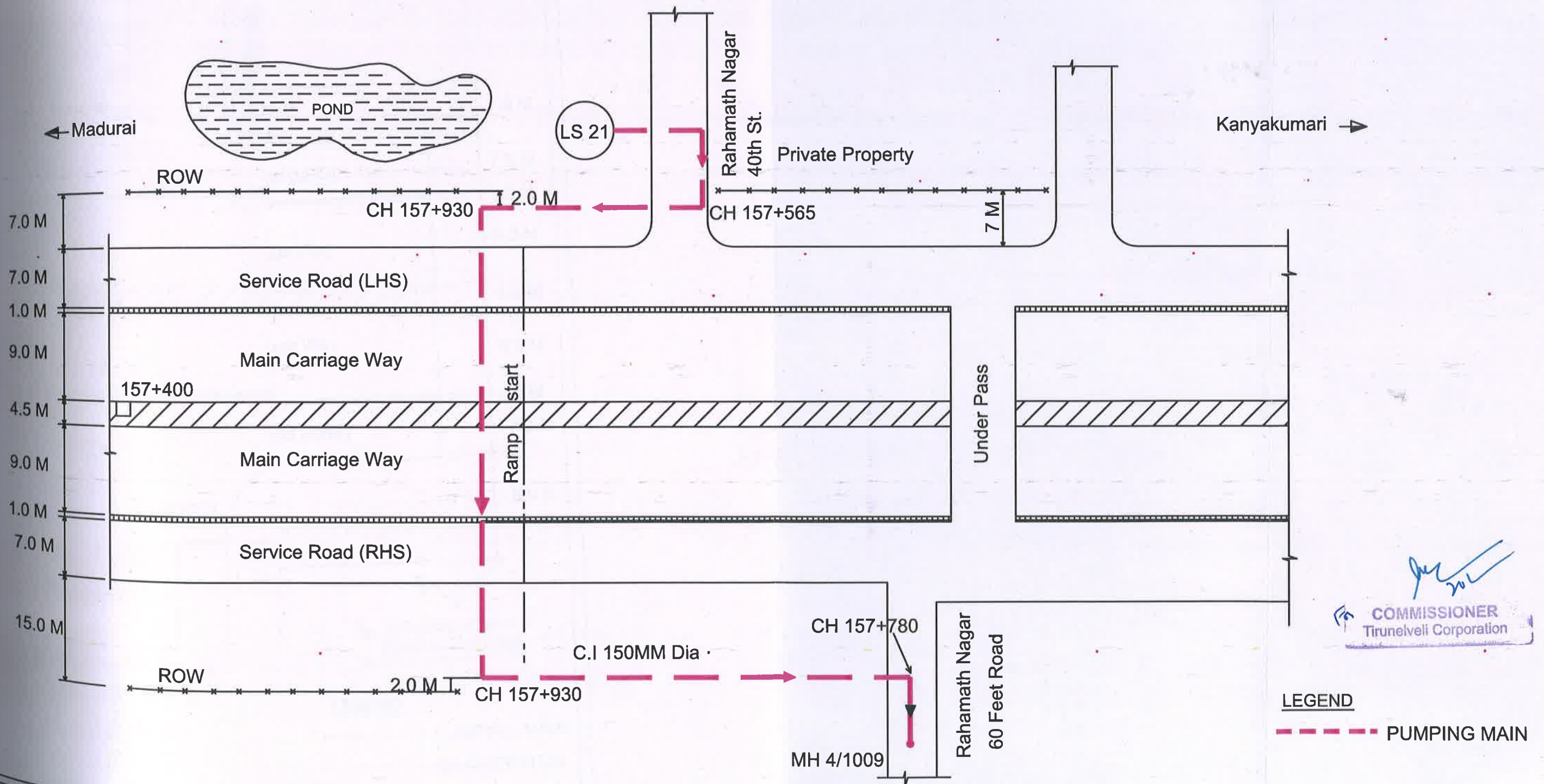
### LEGEND

 PUMPING MAIN  
 GRAVITY MAIN  
 MAN HOLE

PERMISSION FOR LAYING OF SEWAGE PIPELINE ALONG THE ROAD FROM KM 157+930 TO 157+565 (LHS) , 157+930 TO 157+780 (RHS) AND ACROSS AT KM 157+930  
OF MADURAI KANYAKUMARI ROAD NH - 44 (OLD NH 7) IN THE STATE OF TAMILNADU

PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III

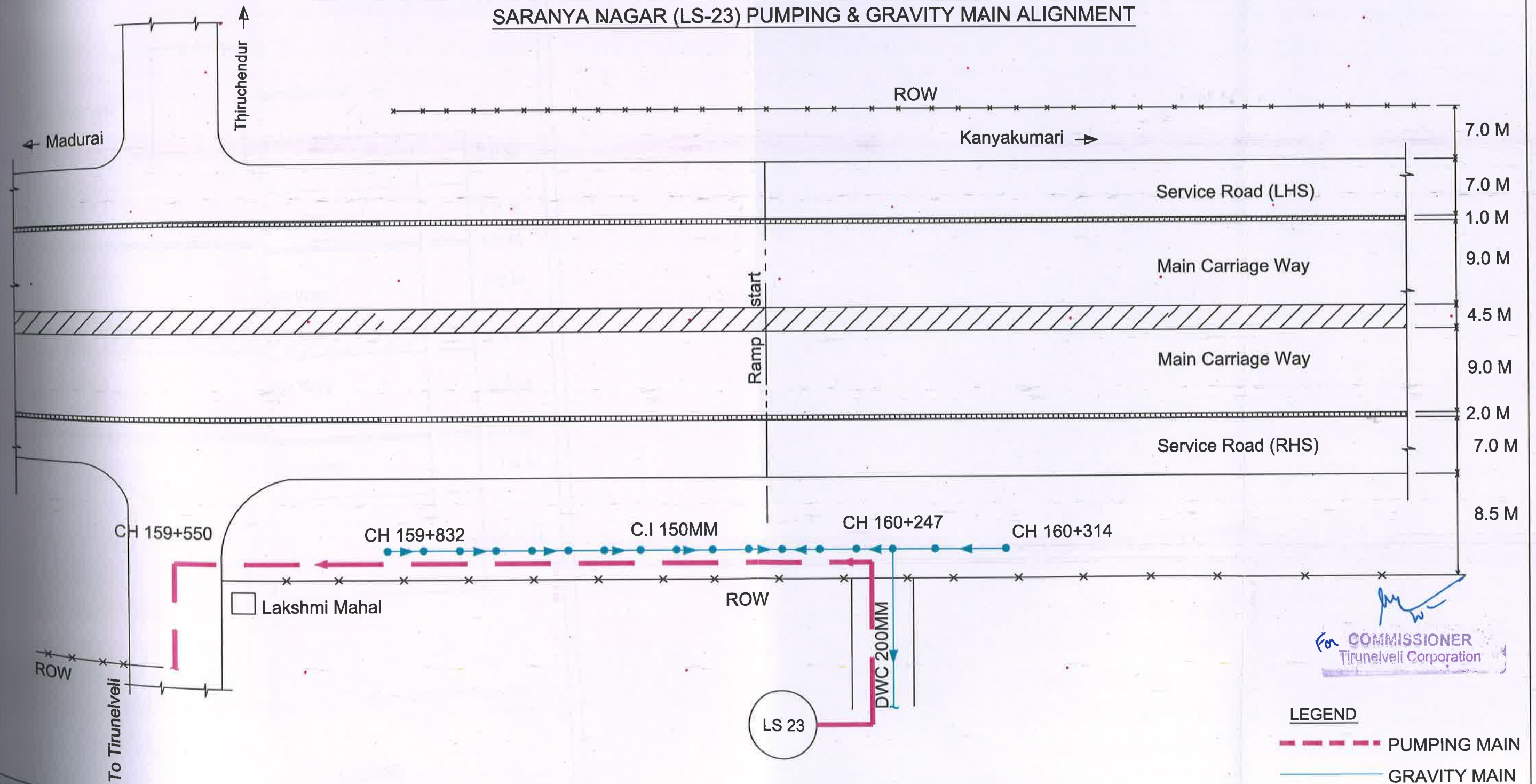
RAGUMATH NAGAR (LS-21) PUMPING MAIN ALIGNMENT





PERMISSION FOR LAYING OF SEWAGE PIPELINE ALONG THE ROAD FROM KM 159+550 TO KM 160+247 (RHS), GRAVITY FROM KM 159+832 TO 160+314 (RHS)  
OF MADURAI KANYAKUMARI ROAD NH - 44 (OLD NH 7) IN THE STATE OF TAMILNADU

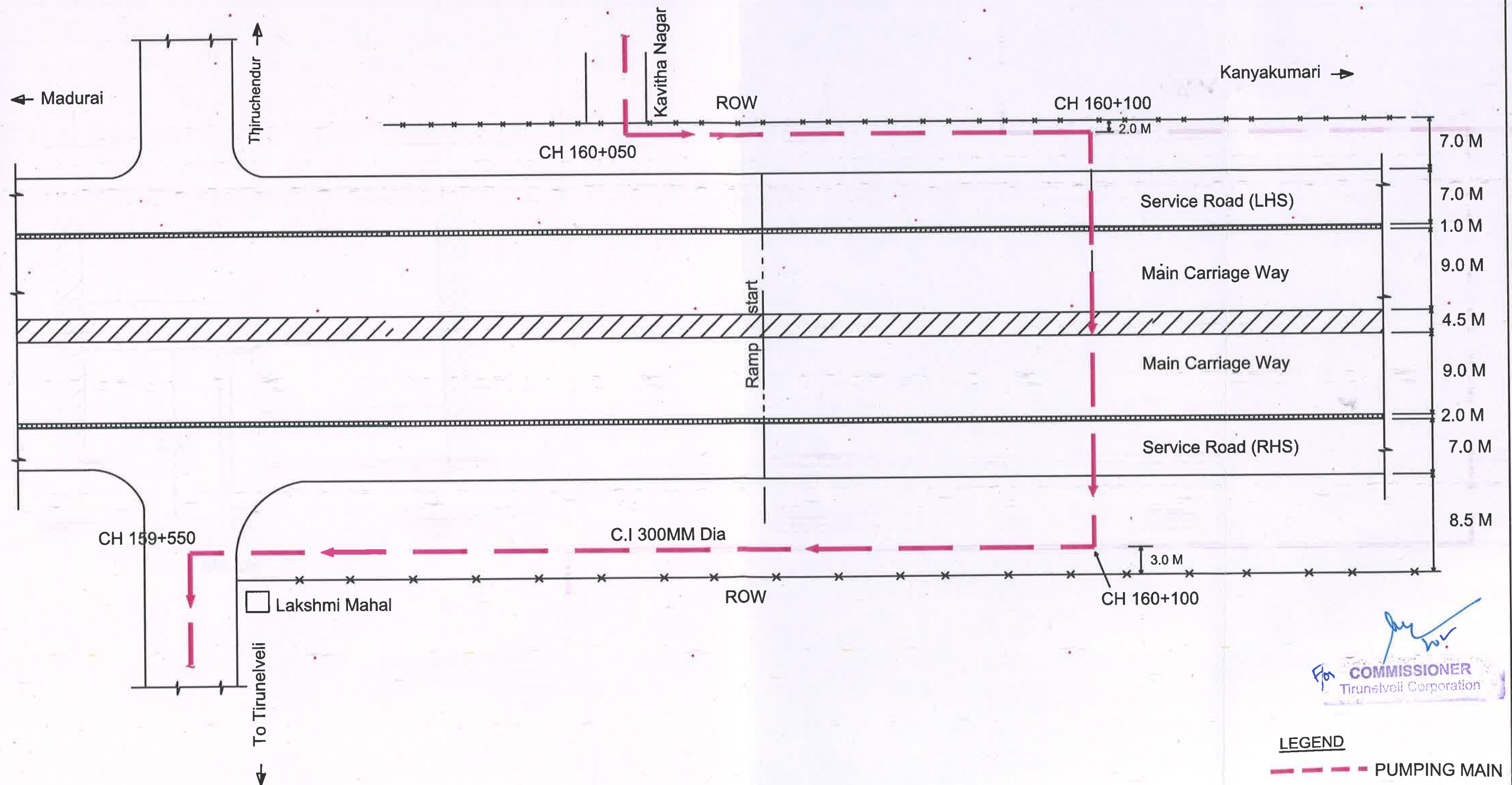
PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III  
SARANYA NAGAR (LS-23) PUMPING & GRAVITY MAIN ALIGNMENT





PERMISSION FOR LAYING OF SEWAGE PIPELINE ALONG THE ROAD FROM KM 160+050 TO 160+100 (LHS), KM 159+550 TO KM 160+100 (RHS), AND ACROSS AT KM 159+550  
OF MADURAI KANYAKUMARI ROAD NH - 44 (OLD NH 7) IN THE STATE OF TAMILNADU

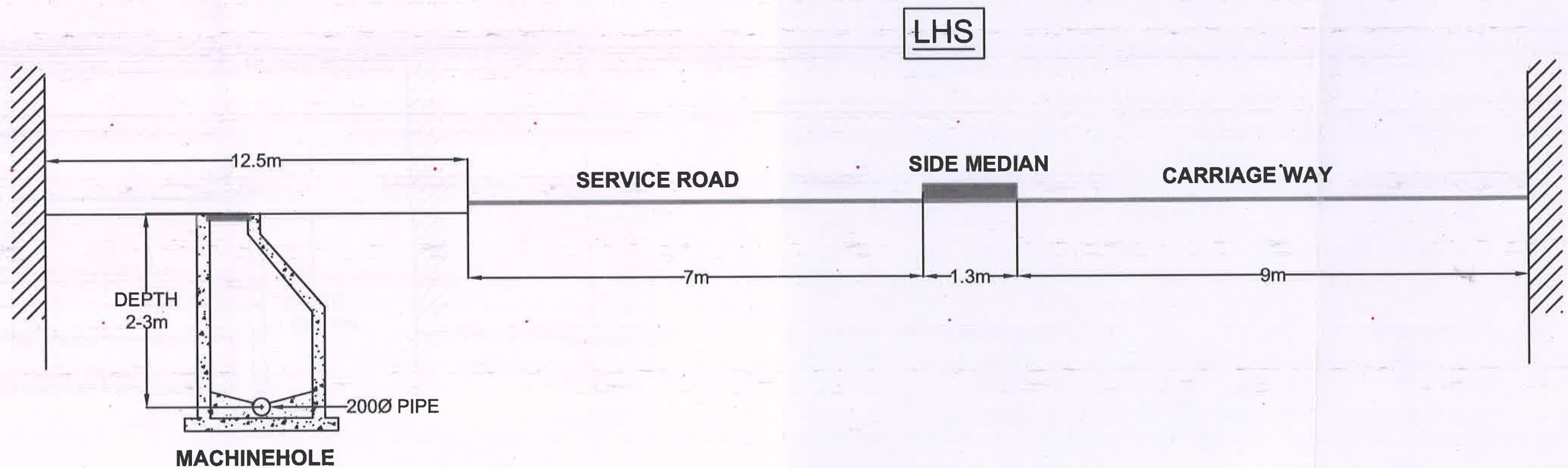
PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III  
V.M CHATRAM (LS-25) PUMPING MAIN ALIGNMENT



PERMISSION FOR LAYING OF SEWAGE PIPELINE GRAVITY MAIN ALONG AT KM 156+810 TO KM 156+980 LHS OF MADURAI KANYAKUMARI ROAD  
NH-44 (OLD NH 7) IN THE STATE OF TAMILNADU

PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III

GRAVITY MAIN CROSS SECTION ALONG THE ROAD (OPEN TRENCH METHOD)

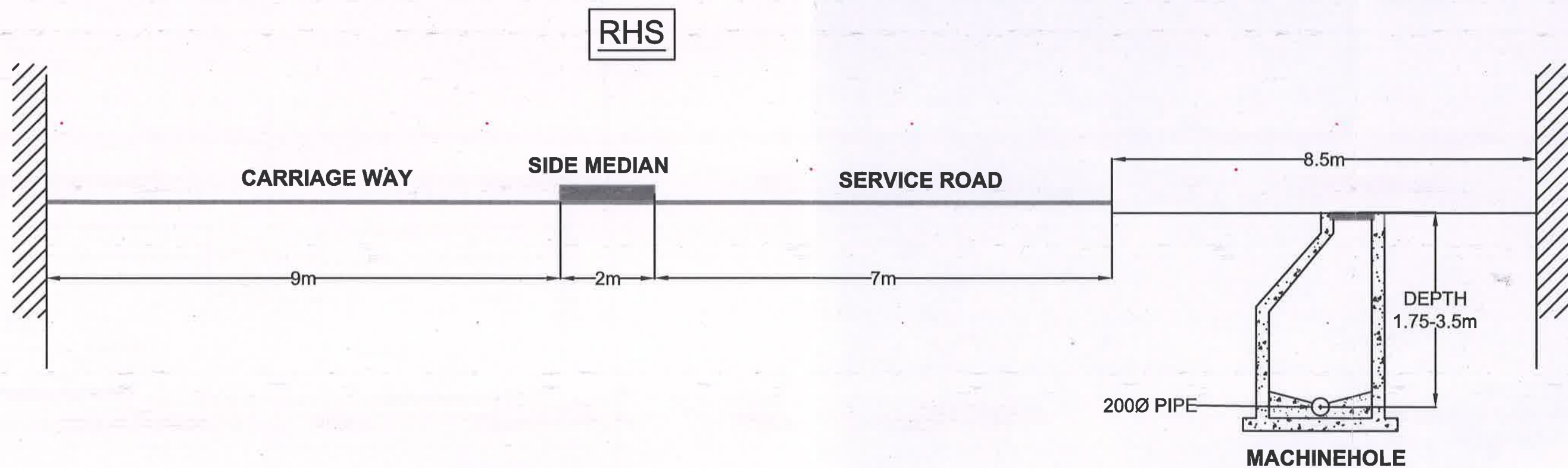


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For COMMISSIONER  
Tirunelveli Corporation

PERMISSION FOR LAYING OF SEWAGE PIPELINE GRAVITY MAIN ALONG AT KM 159+832 TO KM 160+314 RHS OF MADURAI KANYAKUMARI ROAD  
NH-44 (OLD NH 7) IN THE STATE OF TAMILNADU

PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III

GRAVITY MAIN CROSS SECTION ALONG THE ROAD (OPEN TRENCH METHOD)



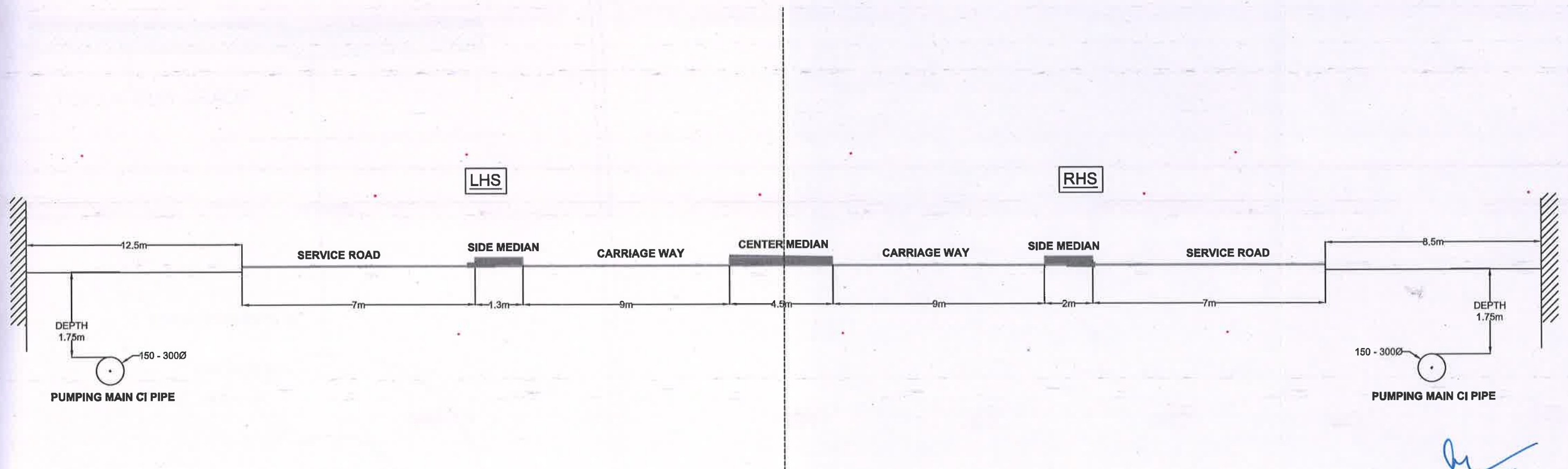
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**COMMISSIONER**  
Tirunelveli Corporation



**PERMISSION FOR LAYING OF SEWAGE PIPELINE PUMPING MAIN ALONG AT KM 154+675 TO KM 160+247 LHS & RHS OF MADURAI KANYAKUMARI  
ROAD NH-44 (OLD NH 7) IN THE STATE OF TAMILNADU**

**PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III**

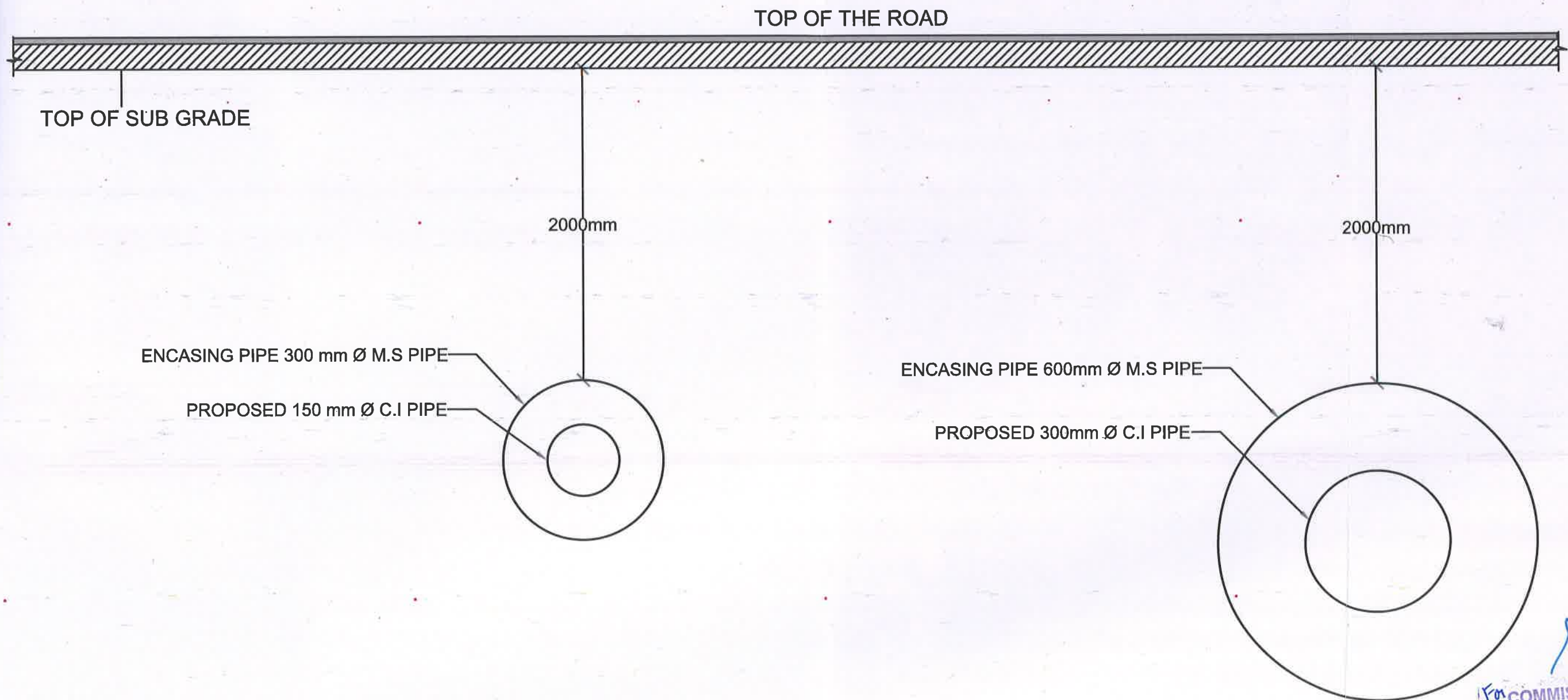
**PUMPING MAIN CROSS SECTION ALONG THE ROAD (OPEN TRENCH METHOD)**



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COMMISSIONER  
Tirunelveli Corporation

PERMISSION FOR LAYING OF SEWAGE PIPELINE ACROSS AT KM 155+100 , KM 156+575 , KM 157+930 , 160+100 OF MADURAI KANYAKUMARI ROAD  
NH-44 (OLD NH 7) IN THE STATE OF TAMILNADU

PROVIDING UGSS TO TIRUNELVELI CITY MUNICIPAL CORPORATION UNDER AMRUT PHASE III



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For COMMISSIONER  
Tirunelveli Corporation