

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)





NHAI/15018/4.5/06/2025/RO Madurai/E-297264/ 1972

3rd November, 2025

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, नागरकोइल - Proposal for laying UG sewer pipeline in Thirumangalam -Kollam section of NH-744 along the road from Km 118/200 to Km 118/550(LHS) and Km 118/550 to Km 119/400(RHS) and crossing @ Km 118/550- Invitation of Public Comments -Reg.

प्रसंग: PD, Nagercoil E-file:297264 Note#1.

The Proposal is regarding Permission for laying of Sewer pipeline along the road from Km 118/200 to Km 118/550(LHS) and Km 118/550 to Km 119/400(RHS) and across the road at Km 118/550 in Thirumangalam -Kollam section of NH-744 in the State of Tamil Nadu by Commissioner, Kadayanallur Municipality has been submitted to this office by the PD, PIU, Nagercoil E-file note#1 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by Commissioner, Kadayanallur Municipality for laying of Sewer pipeline along the road from Km 118/200 to Km 118/550(LHS) and Km 118/550 to Km 119/400(RHS) and across the road at Km 118/550 in Thirumangalam -Kollam section of NH-744 is as detailed under:

Stretch (Km)	Length (m)	Dia. Of the pipe (m)	Available ROW (in m)	Distance of erection from C/L (in m)	Remarks
Along NH- 744: Km 118/200 to Km 118/550 (LHS)	350	0.2	38	Varying from 7.5m-	Laying of pipe line along the extreme edge of ROW at a
Km 118/550 to Km 119/400 (RHS)	850			10.5m	distance of 0.5m from ROW edge.

Page 1 of 2

Across NH- 744: Km 118/550	19	0.25	19	-	Laying of pipe line across by HDD Method at a minimum depth of 2.5 m from the top of the ground level.
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- 3) Commissioner, Kadayanallur Municipality has proposed for laying of Sewer pipeline along the road from Km 118/200 to Km 118/550(LHS) and Km 118/550 to Km 119/400(RHS) and across the road at Km 118/550 in Thirumangalam -Kollam section of NH-744 in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.
- 4) Commissioner, Kadayanallur Municipality has furnished an Undertaking to the effect that the applicant will shift the laid sewer 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, Kadayanallur Municipality 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 date 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

(आर. मुरुगप्रकाश । R .Murugaprakash)

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

क्षे.का. मदुरै |RO-Madurai

संलग्नः As above प्रतिलिपिः

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

List of Correspondences							
Receipt No. / Issue No.	Subject	Туре	Marked As	Attached On	Issued On	Pages	Remarks
1418566/2025/PIU - NAGERCOIL	Kadayanallur Municipality Pipeline NOC proposal	Receipt		22/10/2025 11:18 am		1-47	Pipeline NOC



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India

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

उप महाप्रबंधक (तकनिकी) सह परियोजना निदेशक के कार्यालय, परियोजना कार्यान्वयन इकाई Office of the Deputy General Manager (Tech) cum Project Director, Project Implementation Unit नंबर .395/3-1, M.S. सड़क, मजेस्टिक कॉलनी, अय्यप्पन मंदिर के पास, पार्वतिपुरम, नागरकोविल -629003, तमिलनाडु No.395/3-1, M.S. Road, Majestic Colony, Near Ayyappan Koil, Parvathipuram, Nagercoil - 629 003, Tamilnadu दूरभाष / Tele: +91 4652 279155 वेब / Web: www.nhai.org ई-मेल / E-mail: kanya@nhai.org, nhainagercoil@gmail.com



Date: 21.10.2025

NHAI/PIU/NGL/NH-744/Pipeline/2025/2480

To
The Regional Officer,
Madurai Region,
National Highways Authority of India,
Madurai

Sir,

Sub: NHAI, PIU, Nagercoil - Four laning of Rajapalayam to Shencottai section of NH-744 - Proposal for laying of underground water pipe line along NH from Km. 118/200 to km 118/550 (LHS), Km 118/550 to 119/400 (RHS) and across NH at km 118/550 of NH-744 - Submitted for approval - Reg

Ref: The Commissioner, Kadayanallur Municipality letter no. Nil dt. 24.09.2025 received on 11.10.2025

** ** **

It is submitted that the proposal for laying of underground water pipe line along NH from Km. 118/200 to km 118/550 (LHS), Km 118/550 to 119/400 (RHS) and across NH at km 118/550 of NH-744 in Rajapalayam to Shencottai section has been preferred by the Commissioner, Kadayanallur Municipality.

- 2. The proposal has been scrutinized in the light of Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 and submit the following for kind approval.
 - i. The details of pipeline along the stretch of the project alignment is as follows:

SI. No	Name of Village	Chai	Chainage		Length in m	Dia of Pipe
		From To			(L)	in m (D)
	1.Along the road			7.		3-3-3-
1	Kadayanallur	118.200	118.550	LHS	350	0.200
2	Kadayanallur	118.550	119.400	RHS	850	0.200
	Sub-Total				1200	
	2.Across the road					
1	Kadayanallur	97.670			18	0.25
	Sub-Total				18	

ii. A plan showing the above mentioned NH stretch with the proposed Pipeline location, cross section of Pipeline Trench have been appended in the proposal.

- iii. The crossing of Water Supply Pipeline has been proposed to lay by HDD (Trenchless) method only.
- iv. The location proposed for laying pipeline is in existing NH-744 where the 4-laning alignment is proposed in bypass. It is also stated that there is no alternate route available for laying the water supply pipeline other than the proposed route.
- v. The Commissioner, Kadayanallur Municipality has submitted an agreement in the prescribed format to be executed in case the approval is accorded.
- 3. In this regard, the proposal has been examined by AE and the IE vide ref. 2nd cited recommended the proposal since the same is found in order complying with the MoRTH Circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.

4. The license fee is calculated in line with the MoRTH circular No. RW/NH- 33044/29/2015/S&R (R) dated 22.11.2016 for amount of Rs. 1,51,851/- as detailed below and the same will be deposited by the applicant on approval of the

Competent Authority.

SI. No	Name of Village	Chainage		Length in m	Dia of Pipe	Utilized NH land	Prevailing circle rate	License Fee (Public	
		From	То		(L)	in m (D)	in sq.m (D x L)	of land in sqm (Rs)	Utility) (Rs)
	1.Along the road								
1	Kadayanallur	118.200	118.550	LHS	350	0.200	70.00	7345	7712.25
2	Kadayanallur	118.550	119.400	RHS	850	0.200	170.00	7345	18729.75
	Sub-Total				1200		240.00		26442.00
	2.Across the road								
1	Kadayanallur	97.670	11		18	0.25	4.50	7345	495.79
	Sub-Total				18				495.79
	Total								26937.79
	License For Public Utility for 1st Year							₹ 26,937.79	
_	License For Public Utility for 2 nd Year								₹ 28,554.05
	License For Public Utility for 3 rd Year								₹ 30,267.30
_	License For Public Utility for 4 th Year								₹ 32,083.34
	License For Public Utility for 5th Year								₹ 34,008.34
		Total License For Public Utility for 5 Years							1,51,850.81

5. The amount of Performance Bank Guarantee has been calculated in line with the MoRTH policy guidelines dt. 22.11.2016 which is enclosed along with the

proposal as detailed below:

SI.	Chainage	Bank Guarantee Amount				
No.	· ·	Rate	Length m	Amount		
	Along the Road					
1	Km. 118/200 to Km. 118/550 (LHS)	Rs. 100/- per m	350	35,000		
2	Km. 118/550 to Km. 119/400 (RHS)	Rs. 100/- per m	850	85,000		
	Across the Road					
2	1 Crossing @ km 118/500	Rs. 1,00,000 per crossing		1,00,000		
	Total			2,20,000		

- 6. In view of above, considering the importance of the proposal, since the proposal is essentially required for supply of drinking water, the proposal is hereby recommended for approval of the Competent Authority on the following condition:
 - As per MoRTH letter No.RW/NH-33044/29/2015/S&R(R)dated 22.11.2016 wherein "the minimum depth of top of sub grade to casing/conduit pipe should be 1.20m". hence all water pipe line along the National Highway should be laid below 1.2m(minimum) from top of the sub grade.

• The proposed underground water pipeline should be laid at the extreme

edge of ROW.

7. Hence, the proposal for laying of underground water pipe line along NH from Km. 118/200 to km 118/550 (LHS), Km 118/550 to 119/400 (RHS) and across NH at km 118/550 in Rajapalayam to Shencottai section of NH-744 is hereby recommended for approval of the Competent Authority.

Thanking you

Yours faithfully,

(T.Velraj _{BRES}) Project Director NHAI, PIU, Nagercoil

Copy to:

The Commissioner, Kadayanallur Municipality for information.

From

S. Ravichandran Commissioner Kadayanallur Municipality Kadayanallur

To

The Project Director, National Highways Authority of India, Nagercoil-PIU.

Sub: Permission Request Regarding of Laying Sewage UG Pipeline in Thirumangalam-Kollam Section(NH-744) Between KM 118/00 to KM 118/550(LHS), KM 118/550 to KM 119/00(RHS) And Across @ KM 118/550 for a Length of 1,218 Mtrs in National Highways Roads. With reference to the above, We submit herewith 5 Copies of Proposal for request of Access Permission to Laying Sewage UG Pipeline in Thirumangalam-Kollam Section(NH-744) Between KM 118/00 to KM 118/550(LHS), KM 118/550 to KM 119/00(RHS) And Across @ KM 118/550 for a Length of 1,218 Mtrs in limits of National Highways, Kadayanallur in the State of Tamilnadu.

Now we are seeking your Permission for Laying Sewage UG PipeLine by Open Trenching/HDD Methods (NH Boundry If less than 15M-HDD Method)

Thanks and Regards,

Enclosed:

Proposals – 5 Copies

Commissioner

Kadayanallur Municipality

24/9/2

Route diagram Sewage Pipeline

Section

Thirumangalam-Kollam Section(NH-744) Between KM 118/200 to KM 118/550(LHS), KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550.

Length of 1,218 Mtrs.

Applicant:

The Commissioner, No:11, Municipality Office, Kadayanallur-627751.

> The Project Director, National Highways(NHAI), Nagercoil-PIU.

CHECK LIST FOR GETTING APPROVAL FOR LAYING OF OPTICAL FIBER CABLES ON NH LAND.

Permission for Laying of Sewage UG Pipeline in Thirumangalam-Kollam Section(NH-744) Between KM 118/200 to KM 118/550(LHS),KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 for a Length of 1,218 Mts by HDD Method.

SI.No	ltem	Information /Status	Remarks
11	General Information		
1.1	Name and Address of the Applicant/Agency	The Commissioner, No:11,Municipality Office, Kadayanallur-627751.	
1.2	National Highway Number	NH-744	
1.3	State	Tamilnadu	
1.4	Location	Thirumangalam-Kollam Section	
1.5	(Chainage in km)	KM 118/200 to KM 118/550(LHS),KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550,	
1.6	Length in Meters	1,218 Mtrs	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/Km_direction(Thirumangalam-Kollam Section(NH-744)	Various from 8.00M to 10.00M	
	(b)Right side from center line towards increasing chainage/Km direction(Thirumangalam-Kollam Section(NH-744)	Various from 9.00M to 11.00M	
1.8	Proposal to Lay the Cable		
	(a) Left side from center line towards increasing chainage/Km direction(Thirumangalam-Kollam Section(NH-744)	Various from 7.50M to 9.50M	
	(b)Right side from center line towards increasing chainage/Km direction(Thirumangalam-Kollam Section(NH-744)	Various from 8.50M to 10.50M	
1.9	Proposal to acquire land		
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.10	Whether proposals is in the same side whether land is not to be acquired	No	
	If not then where to lay the UG Pipeline	The OFC cable shall be laid at the extreme end of ROW	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/4 / 6/8 lanes) existing	Two Lanes Existing	



1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	2 Lanes	
1.14	Service road existing or not	NIL	
	If yes then which side		
	(a) Left side from center line	No	
	(b) Right side from center line	No	
1.15	Proposed Service Road	110	_
1.10	(a) Left side from center line		
	(b) Right side from center line		
1.16	Whether proposal to lay UG Pipeline is after the service	After the Road along utility	
1.10	road or between the service road and main carriageway.	Corridor at ROW edge	
1.17	The permission for laying of UG Pipeline shall be	Considered for approval	
	considered for Approval / Rejection.	based on the Ministries	
	John State of the providing transfer of the	circular	
	(i) Where the ROW is more than 45m then the duct cable shall be laid at the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening	Yes	
	(ii) where land is yet to be acquired for 6laning and the position of new carrigeway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2m width, on that side of existing carrigeway where extra land is not proposed to be acquired for 8laning	NA	
	(iii) Where land widening plan for 6-laning is not yet decided and available ROW is around 30m or less a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5m to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans	NA	
	(iv) where ROW is restricted and adequate only to	NA NA	
	accommodate the carrigeway, central verge shoulders and drains (e.g highways in cutting through hilly/rolling terrain) the cable shall be laid clear of the drain		
1.18	No. of applicants on the same stretch	First	
1.19	Whether the case of multiple licenses	Single license	
1.20	If an furnish a joint implementation programme to law	3	
1.20	If so furnish a joint implementation programme to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossings of the road involved		
	If Yes it shall only be through trench-less technology	Yes	
2	Document / Drawing enclosed with the proposal	Yes	



		· · · · · · · · · · · · · · · · · · ·	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.6m deepX 0.5m wide) Should not be greater than 1.2m in width in multiple cable for HDD method	Yes	
2.2	Cross section showing the size of pit and location of	Yes	
	cable for HDD method	Enclosed	
2.3	Strip plan/Route Plan showing the UG Pipeline, Chainage, width of ROW, distance of proposed,UG Pipeline from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes,Shown in the Diagram	** *
2.4	Methodology for laying of UG Pipeline		
2.4.1	Open trenching method. If yes, Methodology of refilling of trench	Back fill the soil excavted with compaction @ every 200M	
2.4.2	Horizontal Directional Drilling (HDD) Method	Yes	
2.4.3	Laying OFC through CD works and method of laying (whether to be hung outside parapet)	NA	
3	Draft Licnese Agreement signed by two witnessess	Yes	
4	Performance Bank Guarantee	Would be obtained after approval of the Proposals	
4.1	Performance BG as per Ministry's circular No.RW/NH-33044/29/2015-S&R®(Pt.) dated 22.11.2016 to be obtained @ Rs.100/- per meter length	Applicable at later date	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	BG shall me submitted as per NHAI Guidelines	
5	Affidavit / Undertaking from the Applicant for	Yes	
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, Enclosed	
5.2	Renewal of Bank Guarantee	Yes,will be obtain after submission of BG.	
5.3	Confirming all standard condition of NHAI's guideline	Yes,Enclosed	
5.4	Shifting of OFC as and when required by NHAI	Yes, Enclosed	
5.5	Shifting due to 6 lanning / widening of NHAI	Yes, Enclosed	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes,Enclosed	
6	Power of Attorney in favour of authorized signatory	State Government	
7	Copy of DOT licence	State Government	
8	Certificate from the Project Director.	Yes	

COMMISSIONER

Kadayanallur Municipality

8.1	Certificate from 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.NHAI/OEC/2K/Vol II Dated 07.11.2000 and Ministry Circular No.RW/NH/33044/27/2009/S&R Dated 21.03.2006 and Ministry of Road Transport & Highways guidelines Circular No.RW/NH-33044/27/2005-S&R (R)(Pt.) Dated 21.09.2010 and Ministry of Road Transport & Highways guidelines Circular No.RW/NH-33044/27/2005-S&R (R) (Pt.)Dated 06.08.2013 & RW/NH-33044/29/2015-S&R (R)(Pt.) Dated 22.11.2016 & 17.04.2023	Yes	
8.2	Certificate for 6-Laning (a) Where feasibility is available "I do certify that there will be no hindrance to proposed Eight-laning based on the feasibility report considering proposed structures at the said location	Yes,Enclosed	
	(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed Eight laning	Yes,Enclosed	
9	The agreement fee of Rs.1 shall be charged	The Commissioner, Kadayanallur Municipality.	
10	If NH section proposed to be taken up by NHAI on BOT basis - a clause in para 17 to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of Thirumangalam-Kollam Section(NH-744) Between KM 118/00 to KM 118/550(LHS), KM 118/550 to KM 119/00(RHS) And Across @ KM 118/550, on build,Operate and Transfer basis and therefore, the licensee shall honour the same".		
11	Who will supervise the work of laying of UG Pipeline	Consultant	
12	Who will ensure that the defects in road portion after laying of UG Pipeline are corrected and if not corrected then what action will be taken.	The Commissioner, Kadayanallur Municipality.	
13	Who will pay claims for damages done/disruption in working of Concessionaire if asked by the Concessioanaire.	The Commissioner, Kadayanallur Municipality.	
14	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed).Circular No.RW/NH-33044/17/2000-S&R (R) (Pt.)Dated 23.07.2003,06.08.2013 & RW/NH-33044/29/2015-S&R (R)(Pt.) Dated 22.11.2016 & 17.04.2023	Enclosed	





15	If any previous approval is accorded for laying of UG	Not available	
	Pipeline then Photocopy of register of records of		
1			
	permissions accorded as maintained by PD(per		
	MinistryCircular No.RW/NH-33044/17/2000-S&R (R)		
i			0
	(Pt.)Dated 23.07.2003,06.08.2013 & RW/NH-		
	33044/29/2015-S&R (R)(Pt.) Dated 22.11.2016 &		
	17.04.2023 as referred in para 13 above is enclosed or		- 4
	1		

Project Director, NHAI-PIU-Nagercoil.

COMMISSIONER Kadayanallur Municipality 1418566/2025/PIU - NAGERCOIL

PROPOSAL FOR LAYING OF SEWAGE UG PIPELINE FROM (THIRUMANGALAM-KOLLAM SECTION(NH-744) BETWEEN KM 118/200 TO KM 118/550(LHS), KM 118/550 TO KM 119/400(RHS) AND ACROSS @ KM 118/550 FOR A LENGTH OF 1,218 MTRS. GENERAL TO ACCOMPANY ALL PROPOSALS **CHECK LIST**

GENERAL

1	Whether the site plan is drawn to a scale of1:2500 or 1:1000 and enclosed	*	1:2500
2	Whether the details for 100m either side of the utility laying have been furnished	*	Yes
3	Does the plan is shown in full		Yes
	a. NH boundary line with distance from center line of the road marked at salient points where the land width is changing and also at 100m interval.	-	Yes
	b. The berm, line distance from center line at 200m intervals and also salient points of change of widths of NH land	8.	Yes
	c. Center line of pavement and parent edger	:	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 NH center line	(\$8)	Yes
	f. The existing culverts / drainage works with Diversions	*	Yes
A	Purpose of the proposal in details	30	Sewage UG Pipeline
В	Exact location of the proposal	:	Thirumangalam-Kollam Section(NH-744) Between KM 118/200 to KM 118/550(LHS), KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550,
С	Whether the applicant is private agency or Govt. Agency	:	The Commissioner, Kadayanallur Municipality.
D	Any time schedule fixed for the completion of the proposal made	*	As quickly as possible
Е	Reason why the proposal could not be accommodate outside	:	Not feasible to lay the cable (Private land - No data security)
F	Whether any other location other than this difficult or costly	*	Difficult and not possible
G	Whether the proposal, if implemented now will	*	No No

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	affect any likely future improvements, in this stretch of likely to be sanctioned in the near Future whether they will be affected by this		÷
Н	Whether the proposal, if implemented, will affect the design stability and traffic safety of national Highways	÷	No
I	Whether the proposal, if implemented now will affect any likely future improvement, such as improvements in geometric	•	No
J	If there any proposal for improvements, in this stretch of likely to be sanctioned in the near future where they will be affected by this	ž	No

CONDITION

- 1. The Pipeline should not be placed longitudinally for considerable lengths along NH.
- 2. The crossing of Pipeline shall be square in it normal to NH.
- 3. Existing drainage structures shall not be used to carry the Pipeline unless specifically permitted by the Govt. of India.
- 4. Pipeline should be provided with a casing pipe of larger Dia and with 0.3 M bedding blow the casing pipe if laid across the road.

COMMISSIONER
Kadayanallur Municipality

PROJECT DIRECTOR
NHAI, PIU, Nagercoil

T. Yelal

ANNEXURE TO ACCOMPANY PROPOSAL SUCH AS LYING OF UTILITY SERVICES LIKE PIPELINES, UNDEROUND TELEPHONE CABLE ALONG AND ACROSS NATIONAL HOGHWAYS/STATE HIGHWAYS

A. LAYING OF UTILITY ALONG NATIONAL HIGHWAYS / STATE HIGHWAYS

1	Whether the utility line is as close to the extreme edges of the way as possible? not reasons thereof (distance should be clearly noted) at salient points and at close intervals	4	OFC is proposed to be laid at the extreme edge of the NH boundary
2.	Whether the utility line is 15m away from reasons thereof (distance should be clearly noted) at salient points and at close intervals	:	shown in the sketch
3.	Does the proposal run over existing culverts and bridges at any place, if yes, give reasons why it can't be avoided		No
4.	Does the proposal cover the area where the road formation is in double cutting	i i	No
5.	will the proposal interfere with the maintenance of NH at any time by its execution if permitted	:	No
6.	whether the C/S of utility line urns along NH is given in the drawing	1889	Yes
	a).whether the top of the U/G of Pipeline line at least 0.6m below G.L will it obstruct the drainage roads this a proposal to lay on electric cable carrying HT line		Yes, shown in the sketch
	b).if so, necessary certificate by the proposed that it will not have any dangerous effect on any at the bridge components and roadway safety for traffic	:	No
7.	is this a proposal to lay on electric cable carrying HT line	1	No
	a). if so, necessary certificate by the proposed that it will not have any dangerous effect on any at the bridge components and roadway safety for traffic	3	N.A



B. LAYING OF U/G OF Pipeline ACROSS NH/SH

-			
1.	Chainage at which it crossed the NH/SH	;	
2.	Does the proposal cross the NH/SH on a line normal to it?	£	Yes
3.	If the proposal for irrigation purpose? If so the concurrence if revenue department has been enclosed	:	No
4.	Whether there is any structure existing Within 15m from crossing? If so, the details of structure		No
5.	Will the proposal interfere with the maintenance of NH at any time	#00 #00 #00	No

C. METHOD OF CASING PIPES

1.	Does it pass through special conduit or other structures built for this purpose	3.	Yes, taken through HDPE pipe buried 1.40M below the ground level
2.	Does it use any of the existing drainage	:	No
3.	Whether the conduit pipes have been encased?	3	No
4.	The details of casing pipes such as its dia, Material etc,	:	250 MM GI/HDPE Pipe
5.	Whether the ends of casing or conduit pipes are sealed from outside so that it may not act as drainage path	3	Yes
6.	Does the casing/ conduit pipe extend from drain to drain, if this is cut or from the toe or slope to tie of slope in case if this is full	<u>:</u>	N,A
7.	Whether the top of casings, conduit pipe is 1.2 M below the road level subject to the conditions that it lies at least 0.5m below the drain inverts	3	Yes





D. METHOD OF LAYING

1.,	Will the cable be installed under road Embankment by boring or trench method? (in case of C.C road or dense bituminous concrete road boring methods should be adopted	1	Along the Road and Across by HDD Method
2.	If trench method is adopted		
	a). Are the sides of the trench nearly vertical?	£	Slope as shown in sketch
	b). What is the width of trench? Is it not less than 30cms and not more than 60cms than the outer dia. of the casing Pipes	*	Sketch enclosed
	c). Whether the bedding is of 30cms thick below the pipe	<u>\$</u>	Yes
	d).Does it consist of granular materials or other good materials so give a film surface	-	Yes
	e).Are above details shown in the sketch	:	Yes
	f). Whether the back fill shall be completed in 3 stages	1	Yes
	g). Whether the side fill consist of good materials and whether will it be completed to 95 of its Pre density	4	Yes
	h). Whether the road will be restored to its original stage?	:	Yes
	i). Whether all the precautions will be taken during execution	•	Yes
	j). Whether the party to meet the cost of restoring the road of is original position	:	Yes

CERTIFICATE

- 1. This proposal when implemented will not affect the design stability and traffic safety of National Highways.
- 2. This proposal implemented now, will not affect any 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 if India's specifications.
- 5. No other Location is Possible other than this Route.
- 6. The Applicant has not lade the proposed Pipeline in the proposed Stretches so for.



Methodology adopted for laying of OFC by Trenchless Technology Method.(HDD Method)

General:

After thorough study of the entire stretch of proposed Sewage UG PipeLine Laying, we have proposed to lay our Sewage UG Pipeline Along Thirumangalam-Kollam Section(NH-744) Between KM 118/00 to KM 118/550(LHS),KM 118/550 to KM 119/00(RHS) And Across @ KM 118/550 for a Length of 1,218 Mtrs.

- by HDD Method.
- > An indicate diagrams is enclosed in the annexure for ready reference.
- ➤ We have proposed to lay our Pipeline at 0.5 to 1.0 m from the extreme boundary according to the availability of space.

The following methodology will be adopted for Trenchless Technology:

- Crossing the road will be using the Trenchless Technology Method and the depth of trench will be at least 2.50 Mtrs below the ground level.
- On either side of the road, driving pit and receiving pit will be provided for accommodation jack for pushing the HDPE pipe from driving pit and receiving it on the other side. The following equipment's will be used for pushing the HDPE casing pipe.
- 1. Power jack, Hydraulic Jack, Sliding bed Sleepers for pushing the pipe.
- 2. 600mm CFM Air Compressor with necessary hose equipment.
- 3. Pipe welding transformer with necessary cable.
- 4. 62 KV Generator for Power supply for Operation of driving equipment.

Excavation / Drilling:

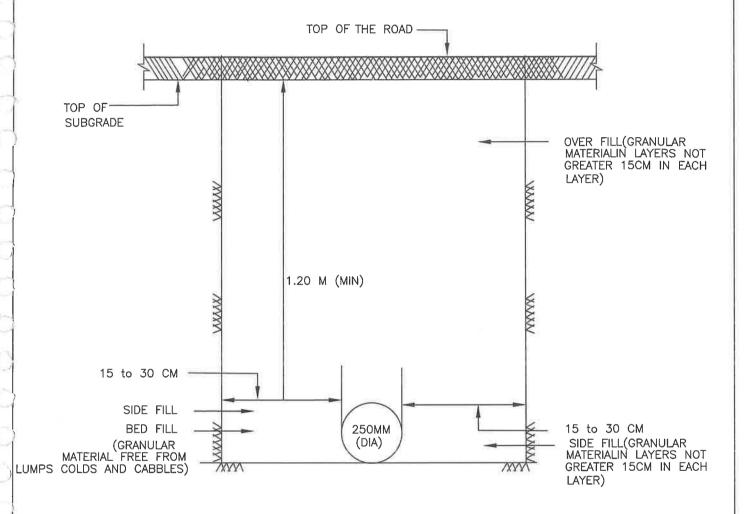
Proposed Sewage **UG** Pipeline is drilled between the temporary driving and receiving pit of size 1M x 1M x 2.50M for every crossing. Due care precaution will be taken during drilling to avoid possible damage to other utilities shall indemnify the NHAI for all damages and shall be solely responsible for the damages / losses.

Backfilling of Temporary Pits:

The Commissioner, Kadayanallur Municipality, will reinstate the excavated temporary pits by refilling the excavated soils to earlier stage as per the specification.



INSTALLATION OF CASING PIPE FOR ACROSS THE ROAD



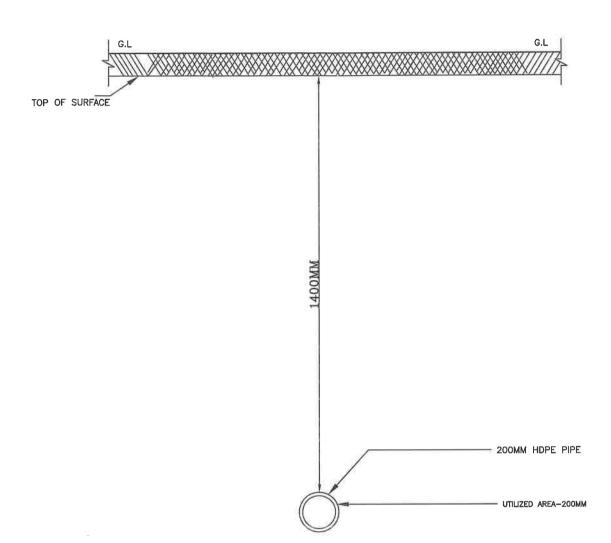
COMMISSIONER
Kadayanallur Municipality

PROJECT DIRECTOR
NHAI, PIU, Nagercoil

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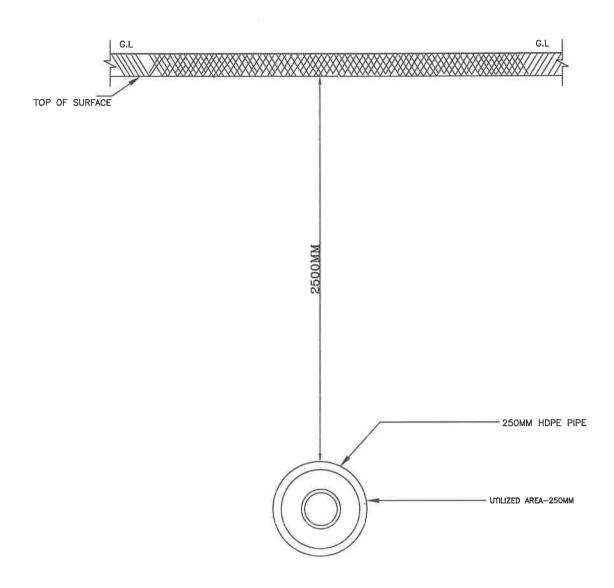
File No. PROJ-26013(13)/11/2025-PIU Nagercoil (Computer No. 297264)

CROSS SECTION OF TRENCHLESS/HDD METHOD FOR ARMOURED 'OFC' ALONG THE ROAD ONLY



COMMISSIONER Kadayanallur Municipality

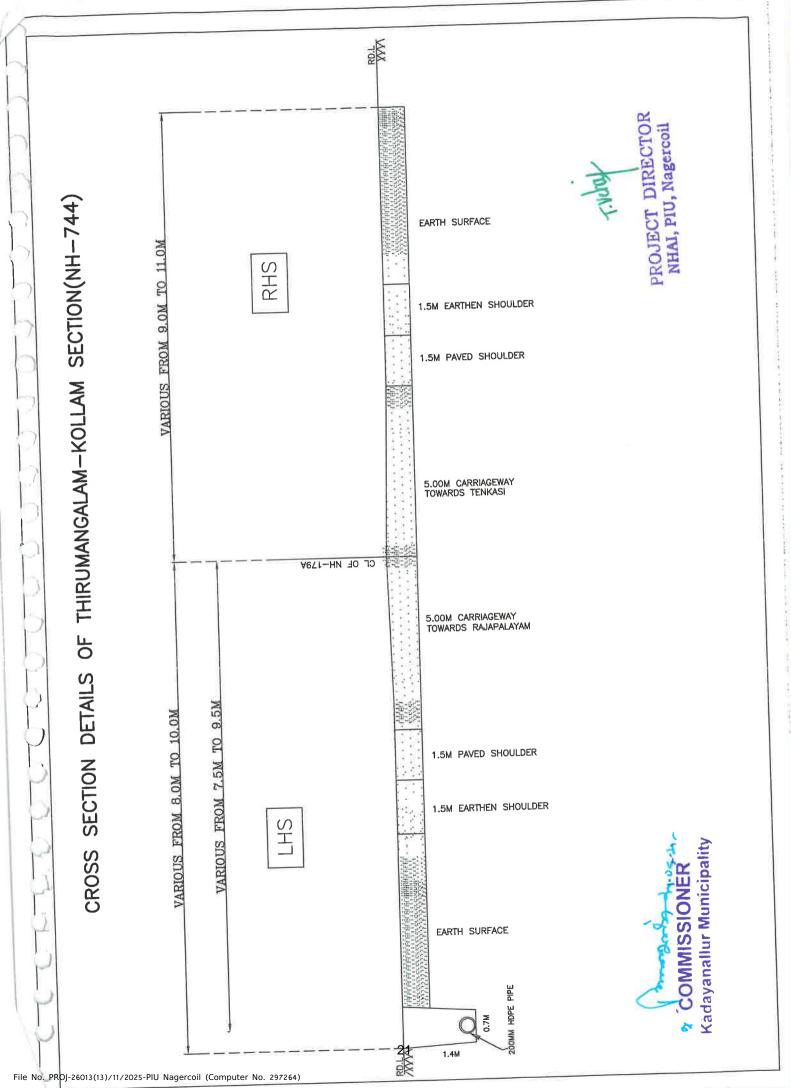
CROSS SECTION OF TRENCHLESS/HDD METHOD FOR ARMOURED 'OFC' ACROSS THE ROAD ONLY



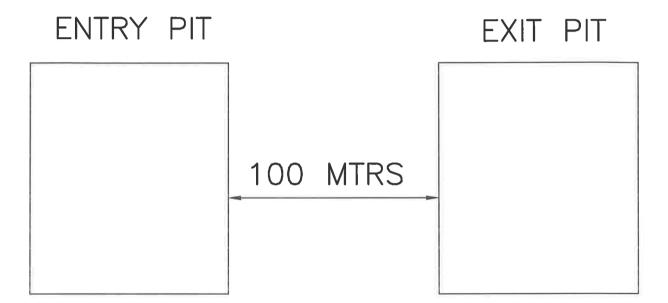


PROJECT DIRECTOR NHAI, PIU, Nagercoil

33/2



TRENCHLESS/HDD METHOD PIT DISTANCE



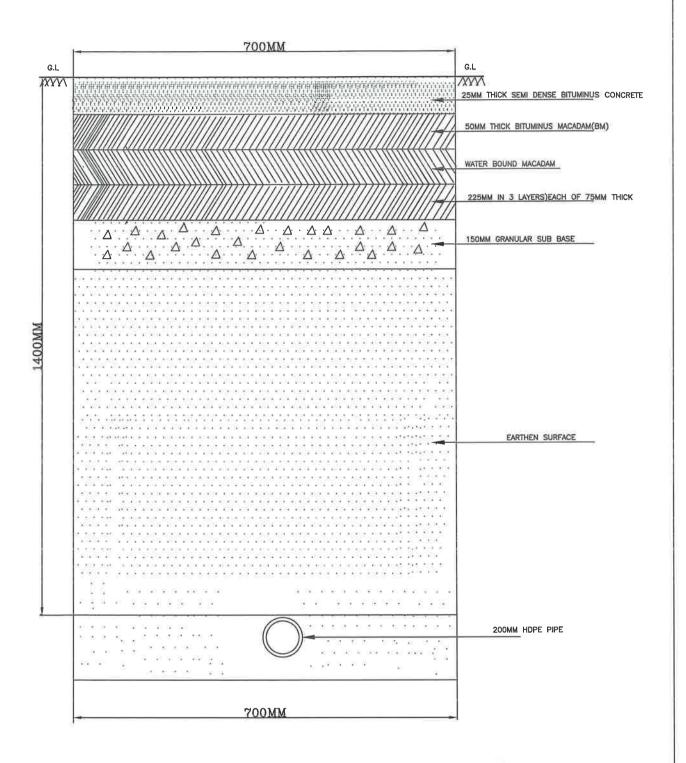
PIT SIZE:0.7M*0.7M*1.40M

COMMISSIONER

Kadayanallur Municipality

PROJECT DIRECTOR NHAI, PIU, Nagercoil

CROSS SECTION OF TRENCHLESS/HDD METHOD FOR ARMOURED 'OFC' BHARTI AIRTEL LTD PROJECT—ALONG THE ROAD ONLY



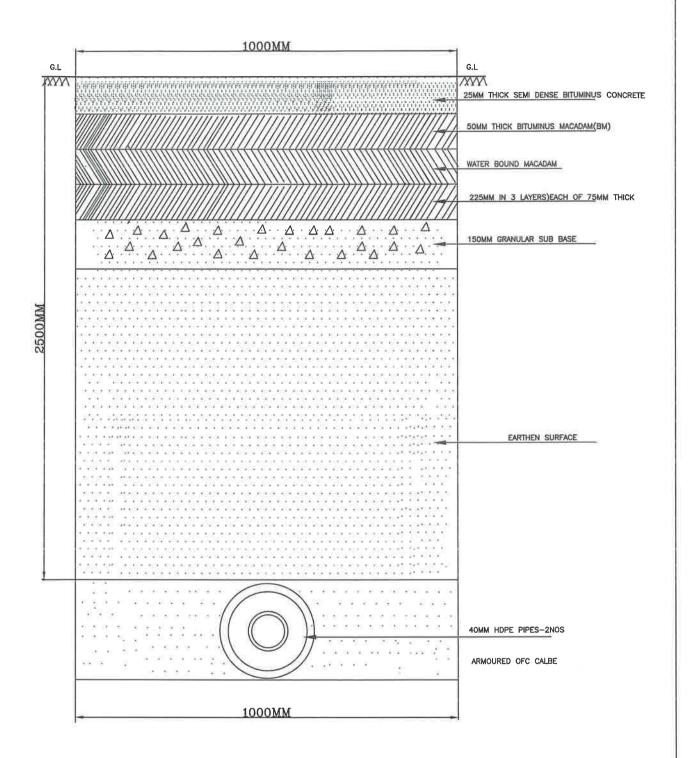


PROJECT DIRECTOR
NHAI, PIU, Nagercoil

ALL DIMENSIONS ARE IN MM.

No. PROJ-26013(13)/11/2025-PIU Nagercoil (Computer No. 297264)

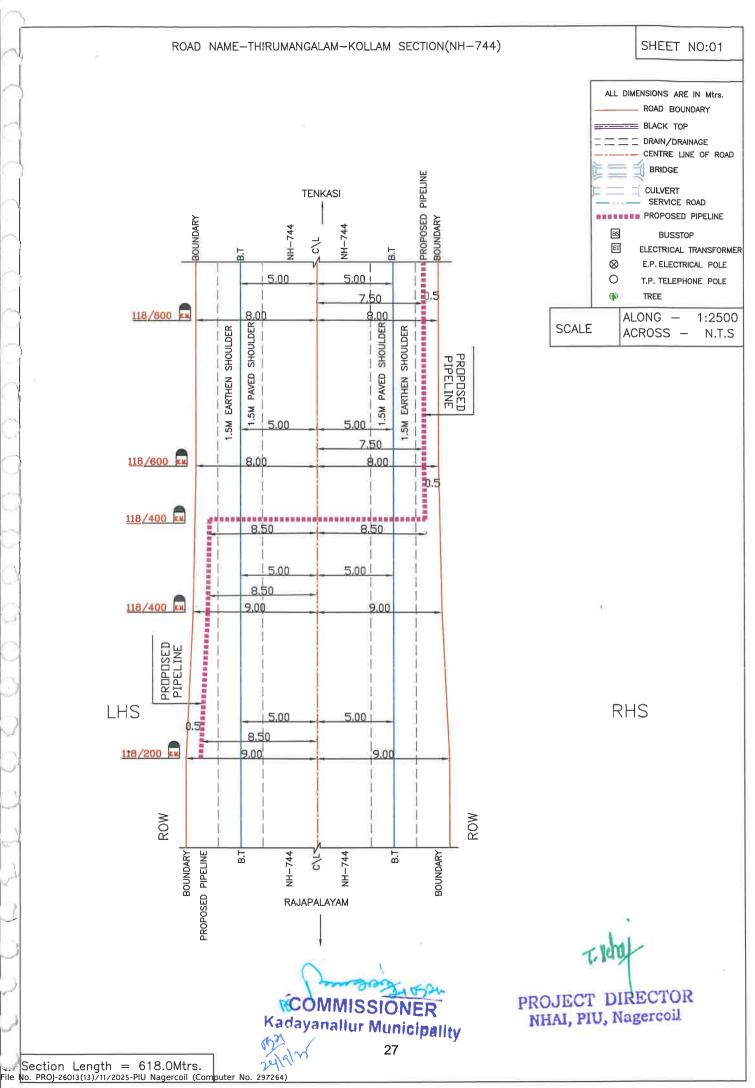
CROSS SECTION OF TRENCHLESS/HDD METHOD FOR ARMOURED 'OFC' BHARTI AIRTEL LTD PROJECT—ACROSS THE ROAD ONLY



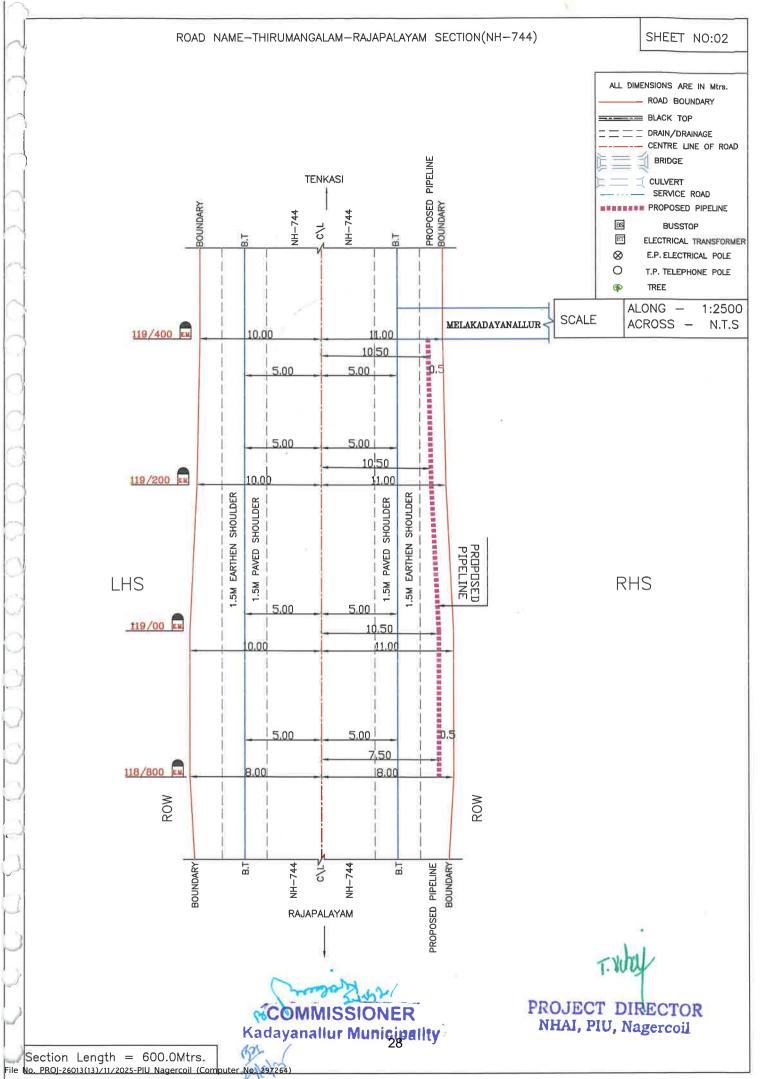


PROJECT DIRECTOR
NHAI, PIU, Nagercoil

ALL DIMENSIONS ARE IN MM.



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Generated from eOffice by MURUGAPRAKASH RAMALINGAM, RO Madurai ((DGM RO MADURAI) - MR, DEPUTY GENERAL MANAGER RO MADURAI, RO Madurai on 03/11/2025 01:29 pm

CALCU	CALCULATION REG. THE AMOUNT	HE AMOUN	IT FOR SECURIT	Y @ Rs. 100	FOR SECURITY @ Rs. 100 PER METER AND RS. 1 LAKH PER CROSSING	AKH PER CROSSII	SA SE
CHAINAC	CHAINAGE IN KM	פוטב	LENGTH	Rs.100 PER		Rs.1 LAKH PER	TOTAL
FROM	TO	SIDE	(METERS)	METER (Rs)	NO OF ROAD CROSSING		AMOUNT
KM 118/200	KM 118/550 LHS	LHS	350	35000			35000
KM 118/550	KM 119/400	RHS	850	85000			85000
Across@KM 118/550	A 118/550	RHS	18		1	100000	100000
			1218				220000
TOTAL VALUE (/	ALONG THE ROA	AD AND ACI	TOTAL VALUE (ALONG THE ROAD AND ACROSS THE ROAD)	(1			
RUPEES TWO LAKHS TWENTY THOUSANDS	AKHS TWENTY	THOUSAND	S ONLY				

Rate to be Adopted(As per MORTH Policy Guidelines Para No.6)
For Pipe-100 to 200 MM Dia Pipe
Upto 300MM Dia =100/-(Rate per Meter)
Length of Meter = 1200 * 100 = 120000/Across the Road - 1No = 100000/
Totai Amount for Bank Guarante = Rs 220000/-

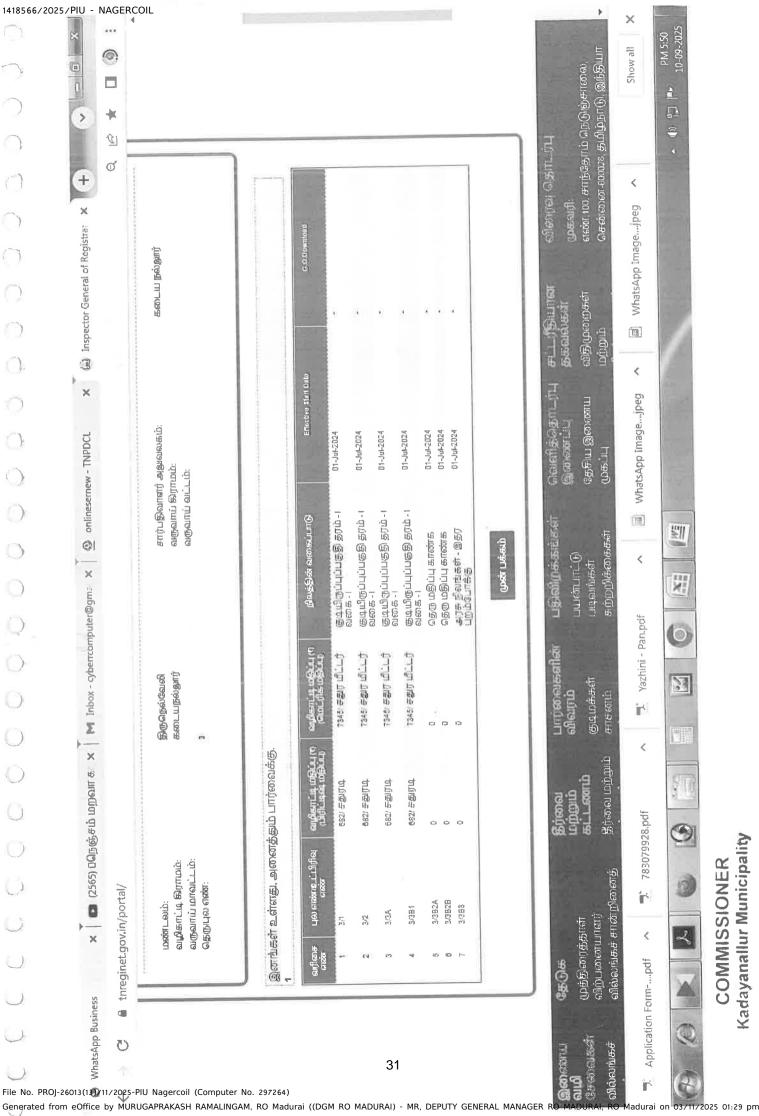


License Fees For Public Utility (PipeLine)

	-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	PREVAILING	L C L C C L
*1.5%	0371 IITI I	0111125
er unit area)		THE POWER THE
ng Circle Rate of land per unit area)*1.5%		I E CIVIL I
lized NH land area X Prevailing		
Ę		_

CHAINAGE IN KM	E IN KM	SIDE	LENGTH (L) in	DIA OF THE PIPE [D] in		PREVAILING CIRCLE RATE OF LICENSE FEE LAND PER UNIT (Public Utility)	LICENSE FEE (Public Utility)	ABUTTING VILLAGE	
FROM	OT		Meters	Meters	AREA [D*L] in Sq.m	AREA (Sq.m) in Rs	in Rs.		
KM 118/200	KM 118/550	LHS	350	0.2	70	7345.00	514150.00	Kadayanallur	1
KM 118/550	KM 119/400	RHS	850	0.2	170	7345.00	124780.00	Kadayanallur	
Across@KM 118/550	1118/550	RHS	18	0.25	4.5	7345.00	00:00	Kadayanallur	ĺ
	Total (A)		1218		244.5		638930.00		
То	Total (A)*1.5%						9584.00		
License Fee For land per un	nse Fee For Public Utility shall be equal to land per unit Area*1.5% per Annum,Subje	shall be equ oer Annum,	ual to Utilized Subject to Mi	Utilized NH land Area X Prevailing Circle Ratect to Minimum of Rs 10000/-with 6% Annual	a X Prevailin 10000/-with	License Fee For Public Utility shall be equal to Utilized NH land Area X Prevailing Circle Rate of land per unit Area*1.5% per Annum, Subject to Minimum of Rs 10000/-with 6% Annual	10000.00		
			Increment						
		15t	1St Year				10000.00		
		2nd	2nd Year	10000	10000*1.06		10600.00		
License Fee For Five Years	or Five Years	3rd	3rd Year	10000	10000*1.12		11200.00		
		4th	4th Year	10000	10000*1.18		11800.00		
		5th	5th Year	10000	10000*1.24		12400.00		
				Grai	Grand Total		56000.00		

COMMISSIONER Kadayanallur Municipality



1418566/2025/PIU

Whereas, we the private communication provider have been granted permission by **National Highways** for laying Optical fiber cable in various roads belonging to **NHAI** in accordance with the conditions laid down in various G.O's issued pertaining to granting of permission.

And whereas the terms of the conditions inter alia, laid down in the guidelines issued under G.O.M.S No.10 IT Department dt.4.5.2000 is as follows:

- "The private communication providers are required to give I year guarantee for the restitution work done by them. If any damage caused to the road so restituted, the applicant should carry out the work, again at their cost to the satisfaction of the corporation of Chennai"

Now this deed of indemnity witness that in consideration of the permission granted to the private communication provider by **National Highways**, we **The Commissioner,Kadayanallur Municipality** a private Communication provider hereby agree to the following terms and conditions and executed this Indemnity bond in confirmation off all and undertakes to comply with term herein below mentioned.

We hereby indemnity the **NHAI**, against ant loss that may be caused to **National Highways**, in respect of any rectification of any defects noticed due to the faulty workmanship by us or during the period of I year from the date of completion of the restitution work. If we fail to comply with the restitution, we agree to pay the cost incurred by **NHAI** in respect of restoration and also agree to pay any damages claimed by **National** Highways.





要的ழநாடு तमिलनाडु TAMILNADU 10·09·2025 THE COMMISSIONER KADAYANAULUR MUNICIPALITY TENKASI

S. ANANDAKUMA STAMP VENDOR

16/1 Lingappa Chetty Lane COIMBATORE. TAMILNA DE Licence No: 7333/B1/97/01

Annexure-V

UNDERTAKING

We The Commissioner, Kadayanallur Municipality, No:11, Municipality Office, Kadayanallur-627751, Tamilnadu State Laying of Sewage UG Pipeline of Thirumangalam-Kollam Section(NH-744) from KM 118/200 to KM 118/550(LHS), KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 for a Length of 1,218 Mtrs in the State of Tamil Nadu.

We here by undertake the Standard 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 Pipeline, underground installation/utilities etc, The Commissioner, Kadayanallur Municipality shall be responsible to ascertain from the respective agency in coordination with NHAI and The Commissioner, Kadayanallur Municipality shall ensure the safety and security of already existing cables/underground installation/utilities etc. before commencement of the excavation.



- 2. Renewal of Bank Guarantee: The Commissioner, Kadayanallur Municipality shall furnish a Bank Guarantee @ Rs100/- per running meter to NHAI, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the Pipeline by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to The Commissioner, Kadayanallur Municipality for clearing debrise/loose earth. In case the work contemplated herewith is not complots to the satisfaction of the NHAI m which has granted the permission, within a period of one year. In case of The Commissioner, Kadayanallur Municipality failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of The Commissioner, Kadayanallur Municipality and recover the amount by invoking the bank guarantee finished by The Commissioner, Kadayanallur Municipality.
- 3. Confirming all standard conditions of NHAI:
- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications/ DoT.
- (ii) The Pipeline shall be laid at the edges of the right of way within 2mutility corridors.
- (iii) The top of the casing conduit pipe containing the Pipeline shall be at least 1.40M below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to Cross the NHAI by Horizontal Directional Drilling Method (Trenchless Technology only). In case any damage is caused to the road pavement in this process, The Commissioner, Kadayanallur Municipality will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the Pipeline and shall be crossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and Pipeline will be laid at the extreme edge of the road in the non-BT surface only.



- (vii) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A Separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance /repair work shall have to be furnished by **The Commissioner, Kadayanallur Municipality.**
- (viii) Each day, the extent of digging the trenches should be strictly regulated so that Pipeline 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 NHAI.
- (ix)The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying Pipeline.
- (x) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the **The Commissioner, Kadayanallur Municipality** wants shifting. Repairs or alteration to Pipeline, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said Pipeline..
- (xii) The permission granted shall not in any way be deemed to convey to **The Commissioner**, **Kadayanallur Municipality** any ownership right or any interest in route/road/highway/land/property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying Pipeline located in highway land/property shall be deemed to have been constructed and continued only by the constent and permission of the NHAI so the right of The Commissioner, Kadayanallur Municipality on the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) The Commissioner, Kadayanallur Municipality shall bear the stamp duty charged for the agreement.



- (xv) The Pipeline shall not be brought in to use by **The Commissioner**, **Kadayanallur Municipality** Unless a completion certificate to the effect that the laying Pipeline has been laid in accordance with the approved specification and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- (xvi) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the The Commissioner, Kadayanallur Municipality 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.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work The Commissioner,Kadayanallur Municipality will provide an observer within 24hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of The Commissioner, Kadayanallur Municipality.
- 4. Shifting Of Pipeline as and when required by NHAI: The Commissioner, Kadayanallur Municipality shall shift the Pipeline within 90days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the Pipeline, 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 his own cost and risk.
- 5. Shifting due to 4 lining / widening of NHAI: After the termination/expiry of the agreement, The Commissioner, Kadayanallur Municipality shall remove the Pipeline within 90 days and the site shall be brought back to the original condition failing which the The Commissioner, Kadayanallur Municipality will lose the right to remove the Pipeline. However, before taking up the work of removal of Pipeline the The Commissioner, Kadayanallur Municipality shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.



- 6. Traffic movement during laying of Pipeline to be managed by the Applicant: If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of The Commissioner, Kadayanallur Municipality.
- 7. If any claim is raised by the concessionaire then the same has to paid by the Applicant: The Commissioner, Kadayanallur Municipality shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of The Commissioner, Kadayanallur Municipality. The concerned agency in coordination with NHAI shall also have a right to make good such damages/receiver the ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by The Commissioner, Kadayanallur Municipality If The Commissioner, Kadayanallur Municipality fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the The Commissioner, Kadayanallur Municipality.
- 8. We The Commissioner, Kadayanallur Municipality, No:11, Municipality Office, Kadayanallur-627751. Tamilnadu State, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for aperiod of one year initially (extendable if required till satisfactory completion of work) as a improper restoration of ground against filling/unsatisfactory compaction/ damages caused to other underground installation utility services & interderence interruption, disruption of failure In case, The thereof services etc. caused to any discharge Commissioner, Kadayanallur **Municipality**. Failing to obligation of making good the damages caused due to excavation trench, the NHAI shall have a right to make good the damages caused due to excavation at the cost of the The Commissioner, Kadayanallur Municipality, 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 Commissioner, Kadayanallur Municipality Shall either furnise a fresh guarantee or extended the guarantee for a further period of one year.
- Not to damage to other utility, if damaged, the to pay the losses either to NHAI or to the concerned agency



- 10. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees, The Commissioner, Kadayanallur Municipality shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- **11.**We will relocate Pipeline /utilities at our own cost, notwithstanding the permission gramted within such time as will be stipulated by NHAI "for future six-lining or any other development."
- 12.We The Commissioner, Kadayanallur Municipality, No:11, Municipality Office, Kadayanallur-627751. hereby undertake that "The existing avenue plantation is not affected due to the present proposed Pipeline In NH-744 (Thirumangalam-Kollam Section Between KM 118/200 to KM 118/550(LHS), KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 and in the State of Tamilnadu State".
- 13. We The Commissioner, Kadayanallur Municipality No:11, Municipality Office, Kadayanallur-627751. hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) Where the available width of ROW is less than 15.00m.
- 14. We The Commissioner, Kadayanallur Municipality No:11, Municipality Office, Kadayanallur-627751. Hereby undertake that the pay the fee/ rent as mentioned in the Ministry's guidelines Lr. No. RW?NH-33044/29/2015-S&R (R) dated 22.11.2016 & 17.04.2023 as and when asked by NHAI.
- 15. We The Commissioner, Kadayanallur Municipality, No:11, Municipality Office, Kadayanallur-627751. undertake that the HDD Method will be adopted for crossings of all cross roads at grade separaots, at grade junctions and wherever required and in the builup areas as per the instructions of NHAI officials.
- 16.Lr. No. RW?NH-33044/29/2015-S&R dated 22.11.2016 & 17.04.2023 as and when asked by NHAI. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R ® dated 22.11.2016 & 17.04.2023. Where in, the last paragraph that "TheHighway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Admisistration Rule" So we hereby give our constent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.





要的資质II 可用用可属 TAMILNADU 10・09・2025 THE COMMISSIONER R KADAYANALLUR MUNICIPALITY TENKASI

S. ANANDAKUMAR STAMP VENDOR. 253421

16/1, Lingappa Chetty Lane No. 2 COIMBATORE, TAMILNADU Licence No. 7333/B1/97/#11.

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to Lay Sewage UG Pipeline Thirumangalam-Kollam Section(NH-744) Between KM 118/200 to KM 118/550(LHS),KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 of Thirumangalam-Kollam Section(NH-744) National Highways.

This Agreement made this day of
(month) of(year) between acting in his executive
capacity through (hereinafter referred to as the "Authority" which
expression shall unless excluded by or repugnant to the context, include his
successors in office and assigns) on the one part, and The Commissioner,
Kadayanallur Municipality, a company registered under the Companies Act
1956 and having its Registered Office at No:11, Municipality
Office, Kadayanallur-627751 hereinafter called the "Licensee") which
expression shall unless excluded by repugnant to the context, include his
successors/administrator assignees on the second part.



Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in **Thirumangalam-Kollam Section(NH-744)** from **KM** 118/200 to **KM** 118/550(LHS),**KM** 118/550 to **KM** 119/400(RHS) And Across @ **KM** 118/550 of **Thirumangalam-Kollam Section(NH-744)** RoW.

Whereas the Licensee proposes to Lay Sewage UG Pipeline referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for Permission to Lay utility services from KM 118/200 to KM 118/550(LHS),KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 of Thirumangalam-Kollam Section(NH-744) National Highways.

And Whereas the Authority has agreed to grant such Permission for way leave on the National Highways(Thirumangalam-Kollam Section(NH-744) from KM 118/200 to KM 118/550(LHS),KM 118/550 to KM 119/400(RHS) And Across @ KM 118/550 ROW as per terms and conditions hereinafter mentioned.

Now this Agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee Permission to Lay services as per the approved drawing attached hereto subject to the following conditions, namely.

- 1. RoW Permission 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 provisions/scope of activities defined in the license 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 RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 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 of their own utility/Industrial Infrastructure facilities.



- 4. The Licensee shall pay license fees @ Rs/sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for Laying of utilities/Pipeline/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility Pipeline along National Highways, there shall be a separate Agreement regime.
- 5. Fee shall have to be paid in advance for the period for which Permission is granted for entering into a license Agreement. 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.
- 6. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility Pipeline with sufficient space are already available Along **NH-744** the utility services shall be laid in such Pipeline subject to technical requirements 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 Road 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 his 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 railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service Road, if available, subject to the condition that the utility services be laid in concrete Pipeline, which will be designed to carry traffic on top. The width of the Pipeline shall not be less than one lane. In such cases, it also needs to ensure that 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.



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- 10. It is to be ensured that at no time there is interference with the drainage of the Road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casting / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casting/conduit pipe containing the utility services to cross the Road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever sketch showing the clearance is given in Attachment-I
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the Road may be installed under the Road embankment either by boring or digging a Trench. Installation by boring method shall be preferred.
- 16.In case of Trenching, the sides of the Trench should be done as nearly vertical as possible. The Trench width should be at least 30 cm. but not more than 60cms wider that the outer diameter of the pipe. Filling of the Trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - a. Bedding shall be to a depth not less than 30cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - b. The back fill shall be completed in two stages (i) Side –fill to the level of the top of the pipe (ii) Overfill to the bottom of the Road crust.



- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density overfill shall be compacted to the same density as the material that had been removed consolidation by saturation or pounding will not be permitted.
- d. The Road crust shall to the same strength as the existing crust on either side of the Trench or to thickness and specifications 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 produced due to execution of Trenching at least 50m away from the edge of the right of way:
- 18. All required restoration work subsequent to Laying of the Pipeline 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.
- 19. Prior to commencement of any work on the ground, performance bank guarantee@ Rs.100 per Route meter /Rs per sq m with a validity of one year initially (extendable if required 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 ground in term of filling /unsatisfactory interference, interruption compaction damages caused to other underground installations / utility serves & interference interruption disruption or failure caused thereof to any services etc. In case of the Licenses 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 coat of the License and recover the amount by forfeiture to the Bank Guarantee.

20.In case the Performance Bank Guarantee is Invoked as mentioned 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 completed to the satisfaction of the satisfaction of the Authority which has granted the Permission within period of 11 months from the date of issue of the bank guarantee the License shall either furnish a fresh guarantee or extend the guarantee for any damage sustained by them by reason of the exercise of the exercise of the Row facility:



- 21. the Licensee shall shift the utility services within 90 Days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, 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 coat and risk.
- 22. The Licensee shall be responsible from the respective Agency in co-ordination with Authority, regarding the location of other utilities /underground installations /facilities etc. The License shall ensure the safety and security of already existing underground installations /utilities/facilities etc. before commencement of the excavation /using the excising Pipeline.the Licensee shall procure insurance from a insurance company against damages to already existing underground installations /utilities /facilities etc. before commencement of the excavation/using the existing Pipeline. The Licensee shall procure insurance from a reputed insurance company against damages to already existing 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 replacements sought for at the cost and risk of the Licensee. The concerned Agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any conditions 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 License is subject to the Licensee satisfying (a) Minimum disruption of traffic and (b)no damage to the Highways. As far as possible, the Licensee should avoid cutting of the road for crossing Highway and other Roads and try to carry out the work by Trenchless technology In case any damage is caused to the Road pavement in this process the linseed will be required to restore the Road to the original condition at its cost if due to unavoidable reasons the Road needs to be cut for crossing or Laying utility services the Licensees has to execute the restoration work in a time bound manner at its coast Trench /other restoration work in a time bound manner at its coast either by itself or through its authorized schedule and quality standards.



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 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 day in advance with Route details prior to-digging Trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/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 utility services is laid and Trenches 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 Pipeline.
- 29. The Permission for Laying utility services is granted maximum for 5years at a time, which can 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 a right to terminate the Permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written Permission of the concerned Agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/Road/highway land/property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement .
- 33. During the subsistence of this Agreement, the utility services located in highway land/ property shall be deemed to have been constructed and continued only by the constent and Permission of the Authority so that the right of the Licensee to the use therof shall not become absolute and if feasible by lapse of time.



- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawing of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of Laying of Pipeline in the Trench (with respect to the NH)and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the site at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate anymatter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility service shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings 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 Authority for breach of any conditions of the same and the Licensee 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.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practice, methods 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 practice, methods and standards shall be adjusted as necessary to take account of:
 - a. operation, repair and maintenance guidelines given by the manufactures,
 - 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 measures 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 times. In case of single lane Roads, a diversion shall be constructed. If any diversion works 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 utility services within 90 days and the site shall be bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the License shall furnish a Bank Guarantee to 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 disputes in interpretation of the terms and conditions of this Agreement or their implementation be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
- 43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such Laying /shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licenser in mutual Agreement with the respective project concessionaires. MoRTH&/NH/implementing authorities for the projects shall not be liable to the concessionaire in any way in this regard.

This Agreement has been made in duplicate, each on a stamp paper Each Party to this Agreement has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY

BY(Signature,Name & Address with stamp)	
SIGNED ON BEHALF OF M/S	(LINCENSEE)



BY SHRI_____

(Signature, Name & Address with stamp)

COMMISSIONER Kadayanallur Municipality

HOLDER OF GENERAL POWER OF ATTORNEY <u>DATED</u>

EXECUTED IN ACCORDANCE WITH <u>THE RESOLUTION NO.</u>

DATED PASSED BY THE THE BOARD OF DIRCTORS IN THE

MEETING HELD ON IN THE PRESENCE OF (WITNESSES)

Assistant Engineer
Municipal Office
Kadayanallur.

2.

ASSISTANT EXECUTIVE ENGINEER KADAYANALLUR MUNICIPALITY

COMMISSIONER
Kadayanallur Municipality