



# 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, माट्टुतावनी, मदुरै - 625107

2<sup>nd</sup> & 3<sup>rd</sup> Floor, Vijay Krishna Plaza, No. 1, Lake Area, Melur Main Road, Mattuthavani, Madurai - 625107

दूरभाष / Tele : +91-452-2588999 वेब / Website : www.nhai.gov.in ई.मेल / E-mail: romadurai@nhai.org



NHAI/15018/4.7/03/2025/RO Madurai/E-299799/ 2179

01-12-2025

### INVITATION OF PUBLIC COMMENTS

**विषय:** भाराराप्रा - क्षे.का. मदुरै- पकाई, तूतीकोरिन - Four laning of Madurai - Tuticorin section of NH-38 - Proposal of laying underground water pipeline along the road from Km 156/180 to Km 156/250(BHS) and across the road @ Km 156/250 - Invitation of Public Comments -Reg.

**प्रसंग:** PD, Tuticorin Lr. No. NHAI/11015/PIU/TUT/TWAD/2025/1697 dated 18.11.2025.

The Proposal is regarding Permission for laying of Water pipeline along the road from Km 156/180 to Km 156/250(BHS) and across the road @ Km 156/250 in Madurai - Tuticorin section of NH-38 in the State of Tamil Nadu by Executive Engineer, TWAD Board, Project Division, Virudhunagar which has been submitted to this office by the PD, PIU, Tuticorin vide Lr.No. NHAI/11015/PIU/TUT/ TWAD/2025 /1697 dated 18.11.2025 and in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by Executive Engineer, TWAD Board, Project Division, Virudhunagar for laying of Water pipeline along the road from Km 156/180 to Km 156/250(BHS) and across the road @ Km 156/250 in Madurai - Tuticorin section of NH-38 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
			RHS	LHS	RHS	LHS	
<b>Along NH-38:</b> Km 156/180 to Km 156/250 (BHS)	140	0.225	30	30	29.5	29.5	Laying of pipe line along the extreme edge of ROW at a distance of 0.5m from ROW edge.
<b>Across NH-38:</b> Km 156/250	60	0.5	60		-		Laying of pipe line across by HDD Method at a minimum depth of 3.0 m from the top of the ground level.

*Rahul Singh*

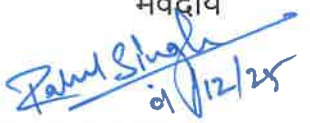
3) Executive Engineer, TWAD Board, Project Division, Virudhunagar has proposed for laying of Water pipeline along the road from Km 156/180 to Km 156/250(BHS) and across the road @ Km 156/250 in Madurai - Tuticorin section of NH-38 in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.

4) Executive Engineer, TWAD Board, Project Division, Virudhunagar 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 Executive Engineer, TWAD Board, Project Division, Virudhunagar 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  
  
(राहुल सिंह | Rahul Singh)  
उप प्रबंधक (तक) | Dy. 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, Tuticorin- for information.

List of Correspondences							
Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages	Remarks
1444651/2025/PIU - TUTICORIN	TWAD-LFC	Receipt		20/11/2025 07:10 pm		35-37	ref
1444636/2025/PIU - TUTICORIN	TWAD-Virudhunager	Receipt		20/11/2025 06:57 pm		1-34	ref



# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India)



परियोजना कार्यान्वयन इकाई - तूतीकोरिन / Project Implementation Unit - Tuticorin  
तूतीकोरिन-तिरुनेलवेली NH-138, थट्टपारई विलक्कु, पुदुकोट्टई पी.ओ., तूतीकोरिन - 628 103  
Tuticorin-Tirunelveli NH-138, Thattaparai Vilakku, Pudukottai P.O., Tuticorin - 628 103  
दूर/Tele: 0461 2340968 ई मेल/E mail: piututynhai@gmail.com, tuticorin@nhai.org वेब/Web: www.nhai.gov.in

Ref:11015/NHAI/PIU/TUT/TWAD/2025/1697

Date:18.11.2025

सेवामें | To

The Regional Officer,  
National Highways Authority of India,  
2<sup>nd</sup> & 3<sup>rd</sup> Floor, Vijay Krishna Plaza,  
No.1, Lake Area, Melur Main Road,  
Mattuthavani, Madurai - 625 107.

**विषय | SUB:भाराराप्रा- पकाई- तूतीकोरिन - NHAI-PIU-TUTICORIN-** Four laning of Madurai - Tuticorin section of NH-38 (Old NH-45B) in the state of Tamilnadu - Proposal for laying of Underground Water pipe line along the road from Km.156/180 to Km.156/250 BHS and across the road at Km.156/250 of NH-38 - Permission Requested - Reg.

**प्रसंग | Ref:** 1.The Executive Engineer, TWAD Board, Dated: 07.08.2025.(Received on 14.08.2025).

**महोदय | Sir,**

It is to submit that the Executive Engineer, TWAD Board, Virudhunagar vide reference cited above has submitted the proposal for seeking permission for Underground water pipe line along the road from Km.156/180 to Km.156/250 BHS and across the road at Km.156/250 in Madurai-Tuticorin Section of NH 45B (New NH-38).

2. In this regard, the proposal was examined by this office as well as Supervision Consultant as per Ministry's Circular No. RW- NH/33024/29/2015/S&R ® dated 22.11.2016 and subsequent Amendment dated 17.04.2023 other circulars and the following points are made:

- The Executive Engineer, TWAD Board, Project Division, Virudhunagar has proposed for laying of Underground water pipe line along the road from Km.156/180 to Km.156/250 BHS and across the road at Km.156/250 in Madurai-Tuticorin Section of NH 45B (New NH-38).
- The said proposal has been submitted in MoRTH NOC Portal and its application no. 20251115/1/7/42343/19567.
- The location proposed above has been identified by the MoRTH as a black spot, and permanent rectification works comprising the construction of a Vehicular Underpass (VUP) at Km 156+170 and a Pedestrian Underpass (PUP) at Km 156+370 have already been approved by the competent authority. In view of the approved road safety improvement works in the said stretch, the utility crossing is proposed to be executed by the applicant through the crossing of the pipeline at Km 156+250 at a depth of 3.0 m below FRL and laying of the pipeline along the (BHS) from Km 156+180 to Km 156+250 at a depth of 2.20 m below the existing ground level.

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- iv. The Executive Engineer, TWAD Board, Project Division, Virudhunagar has given undertaking on non-judicial stamp paper, that they will pay the fee / rent as mentioned in the MoRT&H Guidelines / Circular No.RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016 and subsequent Amendment dated 17.04.2023 as when asked by NHAI.
- v. The track rent and restoration charges to be collected from the agency are calculated as per the MoRT&H Guidelines / Circular No.RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016.
- vi. The cost of restoration charges for the laying of Underground water pipe line is worked out as **Rs.1,14,000/- (Rupees One Lakh and Fourteen Thousand Only)** for which the applicant is required to furnish the BG having validity upto one (1) year as per the Annexure-I.
- vii. The track rent to be collected for laying of Underground water pipe line along / across the road is worked out for five years as **Rs.56,371/- (Rupees Fifty-Six Thousand Three Hundred Seventy-One Only)** for which the applicant is required to be remitted in Bharatkosh Portal valid for upto Five (5) years period as per the Annexure-II.
- viii. It shall be the responsibility of the agency (applicant) to ensure the safety of the Highway traffic. The proposed site shall be open for inspection of NHAI, and the instructions imparted by officials of NHAI has to be followed by the agency and the Ministry shall not be responsible for any financial liability on this account.
- ix. Prior approval of the Highways Authority shall be shifting or repairs, or alterations, to be obtained before undertaking any work of installation, utility lines located in the National Highway right-of-ways (ROW).
- x. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highways by the laying, maintenance of shifting of the utility line will be borne by the agency owning the line.
- xi. If NHAI considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given. Also the road land shall be restored to its original condition by agency when required to do so by the Govt. of India or any person authorized on its behalf and agency shall not be entitled to any compensation on account of such removal or restoration.



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- xii. The road shall be kept in traffic worthy condition during construction/laying period and the traffic should continuously move safely and without hindrance.
- xiii. In case of laying along the NH, many cross-road junctions shall be encountered. At all such locations laying shall be done through HDD method of crossing (by fulfilling minimum depth criteria) and no dismantling of cross-road shall be allowed in any case, as these junctions have been developed by NHAI and thus any damage to the same shall not be allowed in any case. Further, in locations of bus lay by/truck lay by/bus shelters, the laying shall be done toward the extreme edge of ROW, and no damage shall be caused to these assets and no laying shall be done underneath the Bituminous Concrete.
- xiv. Laying along the NH ROW shall be allowed beyond the toe line of the embankment and drains, as close to the extreme edge of the Row as possible.
- xv. No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. As an additional measure all such location of minor bridges and Major Bridges has already been deleted from the proposal and applicant shall be required to ensure laying at own arrangement after seeking necessary approval from Concerned Department, as may be applicable. The safety precaution for carrying out HDD shall be ensured by the Applicant as brought out in MoRTH Policy dated 17.04.2023.
- xvi. No laying shall be allowed underneath/over the drain or service road of the NH in any case. No additional distribution lines shall be laid without specific approval of the Competent Authority.
- xvii. It shall be the responsibility of the applicant, to ensure clearance from all statutory departments such as Forest Department, Water Resource Department etc as may be applicable and as mandated by law.
- xviii. No damage shall be caused to NH asset such as drain, embankment, carriageway or any road furniture on the NH for this proposed laying along/across the NH ROW. The Utility shall be laid at edge of NH ROW and Removal of Encroachment if any shall be the responsibility of the applicant.
- xix. While laying the line, the applicant must ensure that the extent of digging of the trenches should be strictly regulated so that utility services are laid, and trenches filled up before the close of the work that day. The filling should be completed to the satisfaction of the Engineer of Project/NHAI and Concessionaire on daily basis.



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- xx. The crossing of the pipe lines has to be laid as proposed in the drawing without disturbing the foundation of the existing VUP structures/ fly over structures.
- xxi. In the section under consideration, the plantation has been carried out by the NHAI/Forest Department, however If any plantation of the NHAI being maintained by the Concessionaire is disturbed/damaged/removed, then the applicant shall be liable to pay damages Rs.2500/- Per plant and in case of failure of agency to deposit the same, it shall be recovered from the BG submitted by the applicant.
- xxii. The bank guarantee is submitted as a security against (1) Improper restoration of ground in terms of filling/unsatisfactory compaction (1) damages caused to any asset of NHAI (inter alia including plantation) (i) damage caused to any other underground installations/utility services (v) interference, interruption, disruption or failure caused thereof to any services etc. The BG can be forfeited by the Authority in case the work is not carried out as per the conditions imposed by the Approving Authority, the conditions of working permission and executed license deed for which the Licensee shall not have any right to make objections/claim in the matter.
- xxiii. In case of any damage caused to any asset if Authority (inter alfa including plantation), the working permission shall be withdrawal till proper restoration to the satisfaction of Authority and in case of failure of applicant to ensure proper rectification, the amount shall be forfeited by the Authority from the Bank Guarantee submitted by the applicant for which the Licensee shall not have any right to make objections/claims.
- xxiv. 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 failing which the permission may be cancelled by the Highway Administrator for which the Licensee shall neither be entitled to any claims, nor shall it be absolved from any liability already incurred. The Licensee shall be liable to pay full compensation to the Authority (as assessed by the Authority) for any damage sustained by the Authority by reason of the exercise of the Row facility by the applicant.
- xxv. The Licensee shall ensure the safety and security of already existing underground installations/utilities/ facilities etc. before commencement of the excavation/using the existing cable ducts and the Licensee shall procure insurance from a reputed Insurance company against damages to already existing underground installations/utilities/facilities etc. 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 coordination



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with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.

- xxvi. In terms of clause-7 of MORTH Guideline dated 22.11.2016, the utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration 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.
- xxvii. For the purpose of completion certificate, three copies of 'as laid drawings of utilities (hard) and soft copies) with geo-tagged photographs (@every 100m interval and at each crossing) and geo-tagged video recordings (Date wise) of laying of cables in the trench (with respect to the NH) shall be submitted after complete restoration shall be submitted to the Authority for verification/record within a month of completion of works.
- xxviii. The Bank Guarantee shall be returned only after issuance of completion certificate by the Highway Administration.
- xxix. The permission can be cancelled at any time by Authority for breach of any condition brought out above and for any condition imposed by Competent Authority while granting approval and working permission or license agreement. Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- xxx. Applicant shall ensure videography during the execution of the work and the same shall be compulsorily submitted to this office within 24 hrs, after completion of the work.
- xxxi. The strip plan showing the details of proposed for laying of underground water pipe line and necessary checklist are furnished along with the proposal.
- xxxii. The Executive Engineer, TWAD Board, Project Division, Virudhunagar has given undertaking that they will relocate water pipe line / utilities at their own cost notwithstanding the permission granted within such time as stipulated by NHAI for future 4 laning or any other development.
- xxxiii. The site will be restored to the original condition by the utility department itself.
- xxxiv. The amount of Bank Guarantee / License fee is tabulated below for ready reference.





## National Highways Authority of India

SN	Purpose	Amount
1	Bank Guarantee as per circular	Rs.1,14,000/-
2	Licensee fee as per circular	Rs.56,371 /-

4. In view of the above, it is requested that the necessary permission may please be granted to the Executive Engineer, TWAD Board, Project Division, Virudhunagar for laying of Underground pipe line along the road from Km.156/180 to Km.156/250 BHS and across the road at Km.156/250 in Madurai-Tuticorin Section of NH 45B (New NH-38) in the state of Tamil Nadu at an early date.

**Enclosure:** 1 No Proposals and references.

भवदीय  
18/11/2025

परियोजनानिदेशक | PROJECT DIRECTOR  
पकाई- तूतीकोरिन | PIU - TUTICORIN

**PERMISSION FOR LAYING OF WATER PIPE ACROSS AT KM 156+250 &  
ALONG FROM KM.156+180 TO KM.156+250 BHS OF MADURAI TO  
TUTICORIN SECTION OF NH-38 IN THE STATE OF TAMILNADU**

**SECTION**

Four laning of Madurai- Tuticorin section from Km 138.800 to 266.865 of  
NH-38 (Old NH-45B) in the State of Tamilnadu.

**APPLICANT**

**THE EXECUTIVE ENGINEER  
TWAD, PROJECT DIVISION,  
VIRUDHUNAGAR.**

**AUTHORITY**

**THE PROJECT DIRECTOR,  
NATIONAL HIGHWAYS AUTHORITY OF INDIA,  
TUTICORIN.**

# **TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD**

From  
Er.D.Kennedy, B.E.,M.B.A.,  
Executive Engineer,  
TWAD Board, Project Division,  
Virudhunagar - 626001.  
E.Mail: eerwsvnr@gmail.com

To  
The Project Director  
National Highway Authority of India  
Tuticorin.

**Lr.No.F.CWSS to Kariapatti & Mallankinaru/JDO/2025/dt.11.03.2025**

Sir,

**Sub:** TWAD Board - Project Division, Virudhunagar - Providing CWSS to Kariapatti & Mallankinaru TPs in Virudhunagar District - Laying of 225 mm dia HDPE pipes across the road at KM.156+<sup>250</sup> and Along from Km 156+180 to Km 156+250 (BHS) of Madurai to Kayathar section of NHA1 38 (Old No.NH-45B) - Proposal submitted - Permission requested - Regarding.

**Ref:** GO (Ms) No.159/MA&WS/WS2/Department Dt.29.10.2024

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I wish to state that in the G.O. cited, Administrative Sanction is accorded for Providing CWSS to Kariapatti & Mallankinaru TPs in Virudhunagar District. The above work is being executed by this division.

In this scheme, it is proposed to lay 225 mm dia HDPE pipes are to be laid across the road at KM.156+<sup>250</sup> and Along Km 156+180 to 156+250 (BHS) of Madurai to Thoothukudi section of NHA1 38(Old No.NH-45B).

Hence, I request that necessary permission may be accorded for laying of above said water supply main across the road at KM.156+180 of Madurai to Thoothukudi section of NHA1 38(Old No.NH-45B) and necessary demand for restoration charges may be intimated to this office for making payment.

Encl: Proposal in duplicate

Sd/- D.Kennedy - /11.03.2025  
Executive Engineer/ TWAD Board,  
Project Division, Virudhunagar

Copy submitted to the Superintending Engineer, TWAD Board, TV Circle, Kovilpatti for favour of kind information please.

Copy to the Assistant Executive Engineer, Project Dn, Virudhunagar for information.

*hms*  
*3/11/25*  
Executive Engineer/ TWAD Board,  
Project Division, Virudhunagar.  
*28*  
*11/3/25*

**PERMISSION FOR LAYING OF WATER PIPE ACROSS AT  
KM.156+250 OF MADURAI TO TUTICORIN SECTION OF NH-  
38 IN THE STATE OF TAMILNADU**

**SECTION**

Four laning of Madurai - Tuticorin section from Km.138.800 to Km.266.865 of  
NH-38 (Old NH-45B) in the State of TamilNadu

**APPLICANT**

**THE EXECUTIVE ENGINEER,  
TWAD, PROJECT DIVISION,  
VIRUDHUNAGAR**

**AUTHORITY**

**THE PROJECT DIRECTOR,  
NATIONAL HIGHWAYS AUTHORITY OF INDIA,  
TUTICORIN.**

**CHECK-LIST**

Permission for Laying of Water Pipe Line across at Km.156+ <sup>250</sup> of Madurai to Tuticorin (BHS) <sup>and Along from Km 156+180 to 156+250</sup>  
 Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu.

**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 Water Pipe Line on NH land**

S. No	Item	Information/status	Remarks
1.0	General information		
1.1	Name and Address of the Applicant	THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR	
1.2	National Highway Number	NH-38 (Old NH-45B)	
1.3	State	Tamilnadu	
1.4	Location	Madurai to Tuticorin Section of NH-38 (Kariyapatti Village)	
1.5	Chainage in Km	Across at Km.156+ <sup>250</sup> and Along	
1.6	Length in Meters	60mts <sup>from 156+180 to Km 156+250 (BHS)</sup>	
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 water pipe line		
	(a) Left side from center line towards increasing chainage/Km-direction	29.5M	
	(b) Right side from center line towards increasing chainage / Km-direction.	29.5M	
1.9	Proposal to acquire land		
	(a)Left side from center line	Nil	
	(b)Right side from center line	Nil	
1. 10	Whether proposal is in the same side where land is not be acquire, If not then where to laying of the Water Pipe Line.	LA Completed	
1. 11	Details of already laid services, if any, along the proposed route	NA	

Executive Engineer  
 TWAD Bd., Project Division  
 Virudhunagar

Project Director  
 National Highways Authority of India  
 PIU - Tuticorin



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	NO	
	If yes the which side		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
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 water pipe line is after the service road or between the service road and main carriageway	Laying of Water Pipe Line crossing between the service road and main carriageway by HDD method.	
1. 17	The permission for laying of water pipe line 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 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., (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.	Not Applicable.	
1. 18	No. of application on the same stretch	First	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X	Yes	

  
 Executive Engineer  
 TWAD Bd., Project Division  
 Virudhunagar

  
 Project Director  
 National Highways Authority of India  
 PIU - Tuticorin

	0.3m wide) a) Should not be greater than 60Cm in wider than the outer diameter of the pipe. 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. 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. 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.		
2.2	Cross section showing the size of pit location of cable for HDD method	Yes	
2.3	Strip Plan/Route plan showing the laying of water pipe line, Chainage, wide of ROW distance, important mile stone, and intersections etc.	Yes, Shown in Diagram	
2.4	Methodology for laying of water pipe line.	Across the road (Trenchless HDD Method)	
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.	NA	
3	Draft license Agreement signed by two witness.	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 at later date	
4.2	Confirmation of BG has been obtained as per NHAH 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 NHAH 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 NHAH's guideline	Yes	
5.4	Shifting of Water Pipe line as and when required by NHAH 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 Water Pipe line to be managed by the applicant	Yes	
5.8	If any claim is raised by the Concessionaire/ NHAI and 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 water supply 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 Water Pipe line 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 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.	Yes	
5.12	Certificate from the applicant in the following format a) Laying of water pipe line will not have any deleterious effects on any of the bridge components and road way safety for traffic. b) For 6- laning " We do undertake that I will relocate service road/approach road/ utilities at my own cost not with standing the permission granted within such time as will be stipulated by NHAI" for future six-laning or any other development.	Yes	
6	Who will sign the agreement on behalf of TWAD agency	The Executive Engineer, TWAD Project Division, Virudhunagar.	
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. Ministry Circular No. RW/NH-33044/29/2015/S&R/ dated 22.11.2016 and Ministry Circular No. RW/NH-37011/52/2020-BP&SP dated 15.01.2021	Yes	

  
Executive Engineer  
TWAD Bd., Project Division  
Tuticorin

  
Project Director  
National Highways Authority of India  
Tuticorin

7.2	Certificate for 6-lanning from PD in the following format	Yes	
	(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 “. (b)In case feasibility report is not available “I do certify that sufficient ROW is available at site for accommodating proposed six-laning”.	Yes	
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 Water Pipe line has been granted as a right of way to the concessionaire under the concession agreement for up-gradation of Madurai to Kayathar section of NH-7 on TOT basis and therefore the licenses shall honor the same.”	Yes	
9	Who will supervise the work of laying of water pipe line	Field officers of NHAI and consultant/concessionaire and TWAD-Officials.	
10	Who will ensure that the defect in road portion after laying of water pipe line are corrected and if not corrected then what action will be taken.	EE,TWAD, Project Division, Virudhhunagar – BG will encashed. Claim amount will be determined according to the nature and seriousness of damages (if any defects in road portion, BG will encashed by 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	



**Project Director**  
**National Highways Authority of India**  
**PIU - Tuticorin**

  
**Executive Engineer**  
**TWAD Bd., Project Division**  
**Virudhunagar.**



permission for Laying of Water Pipe Line across at Km.156+~~250~~<sup>250</sup> of Madurai to Tuticorin  
Section of NH-38 (Old NH-45B) in the State of TamilNadu.

And Along from Km 156+180 to Km 156+250

(RHS)

## 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	:	TWAD Board-Providing Combined Water Supply Scheme to Kariapatti and Mallankinaru Town Panchayats in Virudhunagar District with River Vaigai as Source
B	Exact location of the proposal	:	at Km.156+ <del>250</del> <sup>250</sup> Along from Km 156+180 to Km 156+250 (RHS)
C	Whether the applicant is private agency or Govt. Agency	:	Govt. 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 accommodate outside the NH land	:	Govt Under Ground Water Pipe line Crossing of NH.
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

Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar.

Project Director  
National Highways Authority of India  
PIU - Tuticorin



ANNEXURE TO ACCOMPANY PROPOSAL SUCH AS LAYING OF UTILITY SERVICES  
LIKE PIPELINES, UNDERGROUND TELEPHONE CABLE ALONG AND ACROSS  
NATIONAL HIGHWAYS/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	:	NA
2	Whether the utility line is 15m away from reasons thereof (distance should be clearly noted) at salient points and at close intervals	:	NA
3	Does the proposal run over existing culverts and bridges at any place, if yes, give reasons why it can't be avoided	:	NA
4	Does the proposal cover the area where the road formation is in double cutting	:	NA
5	will the proposal interfere with the maintenance of NH at any time by its execution if permitted	:	NA
6	whether the C/S of utility line runs along NH is given in the drawing	:	NA
	a).whether the top of the U/G of pipe 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	:	NA
	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	:	NA
7	is this a proposal to lay on electric cable carrying HT line	:	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	:	NA

**B. LAYING OF U/G OF WATER PIPELINE ACROSS NH/SH**

1	Chainage at which it crossed the NH/SH	:	Yes
2	Does the proposal cross the NH/SH on a line normal to it?	:	Yes (By HDD Method)
3	If the proposal for irrigation purpose? If so the concurrence if revenue department has been enclosed	:	No, doesn't arise
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	:	No

  
Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar.

  
Project Director  
National Highways Authority of India  
PIU - Tuticorin

**C. METHOD OF CASING PIPES**

1.	Does it pass through special conduit or other structures built for this purpose	:	No
2.	Does it use any of the existing drainage	:	No
3.	Whether the conduit pipes have been encased?	:	Yes
4.	The details of casing pipes such as its dia, Material etc,	:	500 mm MS casing Pipe
5.	Whether the ends of casing or conduit pipes are sealed from outside so that it may not act as drainage path	:	Yes
6.	Does the casing/ conduit pipe extend from drain to drain, if this is cut or from the toe or slope to toe of slope in case if this is full	:	No
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	:	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	:	NA
2.	If trench method is adopted	:	NA
	a). Are the sides of the trench nearly vertical?	:	NA
	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	:	NA
	c).Whether the bedding is of 30cms thick below the pipe	:	NA
	d).Does it consist of granular materials or other good materials so give a firm surface	:	NA
	e).Are above details shown in the sketch	:	NA
	f).Whether the back fill shall be completed in 3 stages	:	NA

*h*  
**Executive Engineer**  
 TWAD Bd., Project Division  
 Virudhunagar.

	g).Whether the side fill consist of good materials and whether will it be completed to 95 of its Pre density	:	NA
	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 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. No other location is possible other than this route.
6. The application has not erected/ crossed the proposed Water Pipe line in the proposed stretches so far.
7. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution board while executing the work.



**Project Director**  
National Highways Authority of India  
PIU - Tuticorin

  
**Executive Engineer**  
TWAD Bd., Project Division  
Virudhunagar.





மீழ்நாடு தமிழ்நாடு TAMILNADU

07 MAR 2025

The Executive Engineer,  
TWAD, Project Division.  
Virudhunagar.

DY 754509  
T. Manasankar Bharati  
T. சீனாசங்கர்  
முத்திரைத்தாள் விற்பனையாளர்  
19/3, சரண் சென்டர்  
கோகலே ரோடு, மதுரை-2  
RC. No. 1761 / B1 / 97-17

LICENCE DEED FOR LAYING OF WATER PIPE LINE ON NATIONAL  
HIGHWAYS LAND.

Agreement to Permission for Laying of Water Pipe Line across at Km.156.250 of <sup>and along from Km 156+180</sup> to 156+250 (BHS)  
Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B)  
in the State of TamilNadu.

This Agreement made this \_\_\_\_\_ days of \_\_\_\_\_ month of 2025  
between \_\_\_\_\_ acting in his executive capacity through National Highway  
Authority of India (hereinafter to as NHAI which expression shall unless exclude by or  
repugnant to the context, includes his success in office and assigns) on the one part and the  
Executive Engineer, TWAD, Project Division, Virudhunagar District, TamilNadu state  
(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 National Highway Authority of India is responsible for the development and  
maintenance of National Highway Road of Madurai to Tuticorin Section from Km.138.800 to  
Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu.

Whereas the Licensee <sup>and along from Km 156+180 to Km 156+250 (BHS)</sup> has applied to the NHAI for permission to Laying of Water Pipe Line  
across at Km.156.250 of Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of  
NH-38 (Old NH-45B) in the State of TamilNadu.

Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar

AND WHEREAS the NHAI has agreed to grant such permission on the terms and condition hereinafter mentioned.

Now, this Agreement witness that subject to the condition hereafter contained and on the part of the License to be observed and performed, NHAI hereby grant to the licensee Permission to laying of Water Pipeline in accordance with the predetermined route and the approved drawing attached hereto annexure Subject to the following conditions 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 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 the 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 fulfilment 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/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 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 MORT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts 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 roadside 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 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 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.
  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 metre 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 casing / 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 casing/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 is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment.
  14. The utility 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 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 60 cms wider than 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 backfill 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 15cm. 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 ponding will not be permitted.

- d. The road cross shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the High way 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 50 m away from the edge of the right of way;
18. All required restoration work 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.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. \_\_\_\_\_ per route metre / 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 terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. 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.
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 Authority, which has granted the permission, within a period of 11 months from the date of issue 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 them by reason 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 cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing 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 underground installations/utilities/facilities etc.

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 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 geotagged photographs and geo-tagged video recordings of laying of cables 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 authorised representatives of Authority to inspect the Project Facilities and to 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 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 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 Indian standards and follow best industry practices, 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 practices, methods 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 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 always be kept open to traffic. In case of single lane roads, a diversion shall be constructed. If any traffic 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 brought 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 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 50Mtr way from the edge of the ROW.

42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall 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 Licensee in mutual agreement with the respective project concessionaires. MORT &H/ NHAI/ implementing authorities for the project 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 WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.


  
SIGNED ON  
EXECUTIVE ENGINEER, TWAD BOARD  
PROJECT DIVISION,  
VIRUDHUNAGAR


SIGNED SEALED AND DELIVERED  
FOR AND ON BEHALF AUTHORITY  
BY NHAI, PROJECT DIRECTOR,  
TUTICORIN

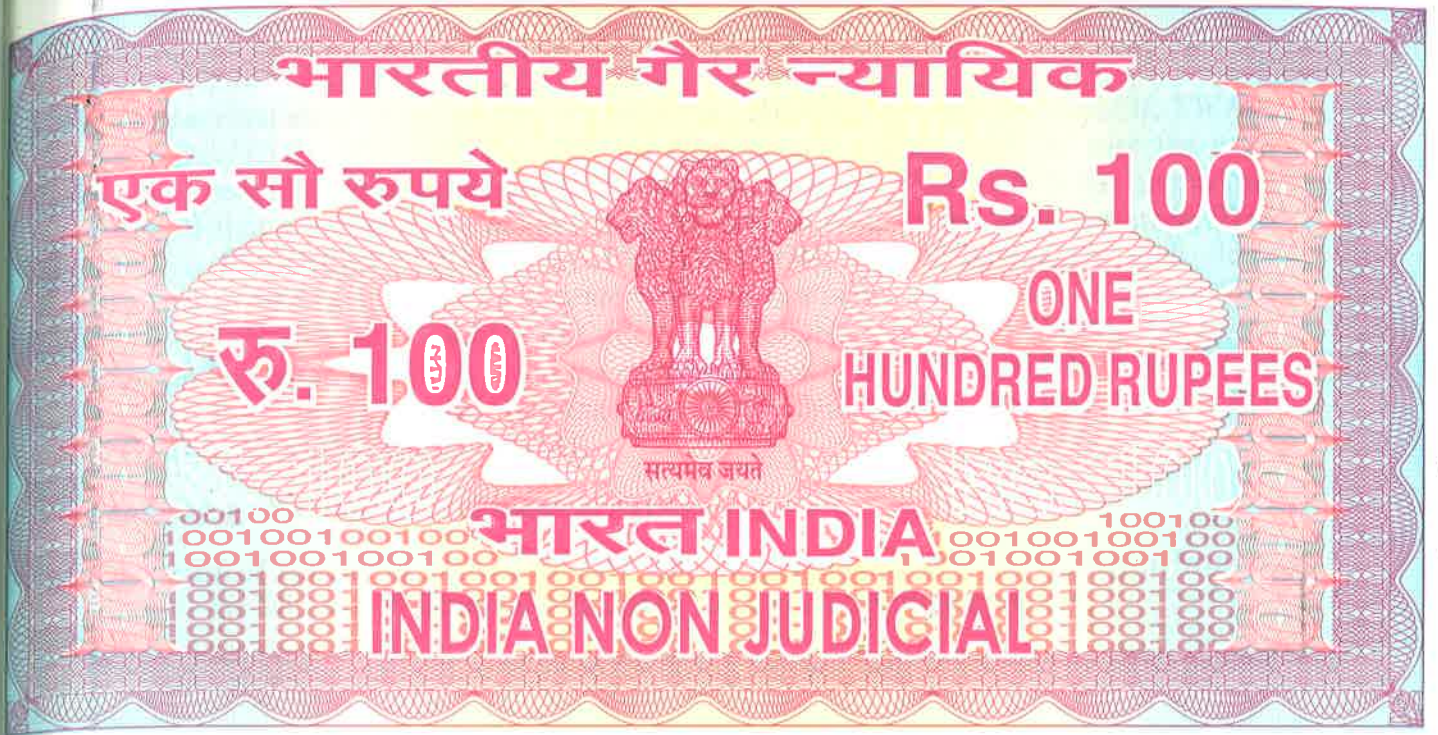
HOLDER OF GENERAL POWER OF ATTORNEY DATED EXECUTED IN  
ACCORDANCE WITH THE RESOLUTION NO. DATED  
PASSED BY HTE BOARD OF DIRECTORS IN THE MEETING HELD ON  
IN THE PRESENCE OF (WITNESSES):

1.

2.

  
Junior Drafting Officer,  
TWD Board,  
Project Division,  
Virudhunagar.

  
Assistant Executive Engineer (Tech)  
TWAD Board, Project Division  
Virudhunagar.



தமிழ்நாடு தமில்நாடு TAMILNADU

07 MAR 2025

The Executive Engineer,  
TWAD, Project Division,  
Virudhunagar

T. சோமசுந்தரம்  
முத்திரைத்தாள் கிற்பனைப்பாளர்  
19/3, சரண் சென்டர்  
கோமகோ ரோடு, மதுரை-2  
RC. No. 1761 / B1 / 97-17

DY 754508

T. Moenah Bharath

### UNDERTAKING

We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR to Permission for Laying of Water Pipe Line across at Km.156+250 of Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu. (8 hrs)

We here by undertake the Standard Conditions of NHAI Guidelines:

- 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 Over head lines/pipeline lines, underground installation/utilities etc THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall be responsible to ascertain from the respective agency in coordination with NHAI. THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall be responsible for safety of all construction works such as erection of towers, stringing of line along and across the NH Road
- Renewal of Bank Guarantee:** THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR furnish a Bank Guarantee @ Rs100/- 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 the excavated trench for laying the pipeline by proper filling and compaction, clearing debris/loose earth produce 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR failing to discharge the obligation of making good the excavated trench, the NHAI shall have an amount by invoking the bank guarantee furnished by THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR.

**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 communication/DOT/Concerned Utility Department.
- (ii) Existing CD works shall not be allowed for laying the-and shall be crossed by HDD method only.
- (iii) The NHAI has a right to terminate the permission or to extend the period of agreement. In case THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR wants shifting, repairs or alteration to Water Pipe Lines, he 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, repairs or alterations to the said laying of Water Pipe line.
- (v) The permission granted shall not in any way be deemed to convey to THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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 Water Pipeline located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR to the use thereof shall not become absolute and infeasible by laps of time.
- (vii) THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall bear the stamp duty charged for the agreement.
- (viii) The Water Pipe lines shall not be brought in to use by THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR unless a completion a certificate to the effect that the laying pipe lines has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions and drawings and the trenches have been filled up to the satisfactions of the concerned agency in-coordination with the owner has been obtained.
- (ix) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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.

- (x) 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by whatsoever 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 THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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 of THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR.
5. Shifting of Water Pipeline as and when required by NHAI, THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall shift the pipe lines within 90 days (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 Water Pipe lines 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 its own cost and risk.
6. Shifting due to 6 laning/widening of NH: After the termination/expiry of the agreement, THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall remove the Water Pipe lines within 90 days and the site shall be brought back to the original condition failing THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR will lose the right to remove the Water Pipe lines. However, before taking up the work of removal of Water Pipe lines THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good.
7. Traffic movement during laying of Water 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR.
8. If any claim is raised by the concessionaire then the same has to be paid by the applicant: THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR. 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 by THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR fails to comply with the condition 5 and 6 above to the satisfaction of

*h...*  
Executive Engineer  
TWAD Bd., Project Division  
VIRUDHUNAGAR



the NHAI, the same shall be got executed by the NHAI at the risk and cost of THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR.

9. We, THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR, 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 5 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 the cost of THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
10. Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
11. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall inform the officers of NHAI at least 15 days in advance before starting the work.
12. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall not, without the prior permission in writing of the concern officers of the NHAI under take the any shifting and other alteration works of this laying of Water Pipelines.
13. NHAI shall not be responsible for any damage caused to the water pipe lines or by any activity of our side on the permitted highway. The parties are agreed that we are laying the water pipe lines on the permitted highway at its own cost
14. The excavated tower 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 excavation of the water pipe lines.
15. 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 EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
16. We will relocate the water pipe lines/utilities at our own cost notwithstanding the permission granted within such times as swill is stipulated by NHAI for future six laning or any other development.
17. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR here by undertake that the existing avenue plantation is not affect due to the present proposed Laying of Water Pipe Line across at Km.156+180 of Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu.

  
Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar

18. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR hereby under take to laying of water pipe line will not have any deleterious effects on any of the bridge components and road way safety for traffic
19. We agree indemnity against all damages and claims clause XXIV
20. We are conforming the standard conditions of NHAI's Guidelines
21. We shall be responsible for shifting of the water pipe line as and when required by NHAI at their own cost
22. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR here by undertake that the pay the fee/rent as mentioned in the Ministry circular No.RW/NH-33044/29/2015/S&R/dated 22.11.2016 as and when asked by NHAI.
23. We THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR here by undertake that crossing of all cross roads at grade separators, at grade junctions and wherever required and in the buildup areas as per the instructions of NHAI officials.
24. Lr. No.RW/NH-33044/27/2005/S&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 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 as

THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR

  
Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar





தமிழ்நாடு தமில்நாடு TAMILNADU

07 MAR 2025

The Executive Engineer,  
TWAD, Project Division,  
Virudhunagar.

**IDEMINITY BOND**

DY 754506  
T. Mooneswari Bharathi  
T. சீனாட்சிபாரதி  
முத்திரைத்தாள் விற்பனையாளர்  
19/3, சரண் சென்ட்ரல்  
கோகலே ரோடு, மதுரை-2  
RC. No. 1761 / B1 / 97-17



Permission for Laying of Water Pipe Line across at Km.156+250 of Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu.

Indemnity against all damages and claims as per SL.NO.5.6 of Checklist

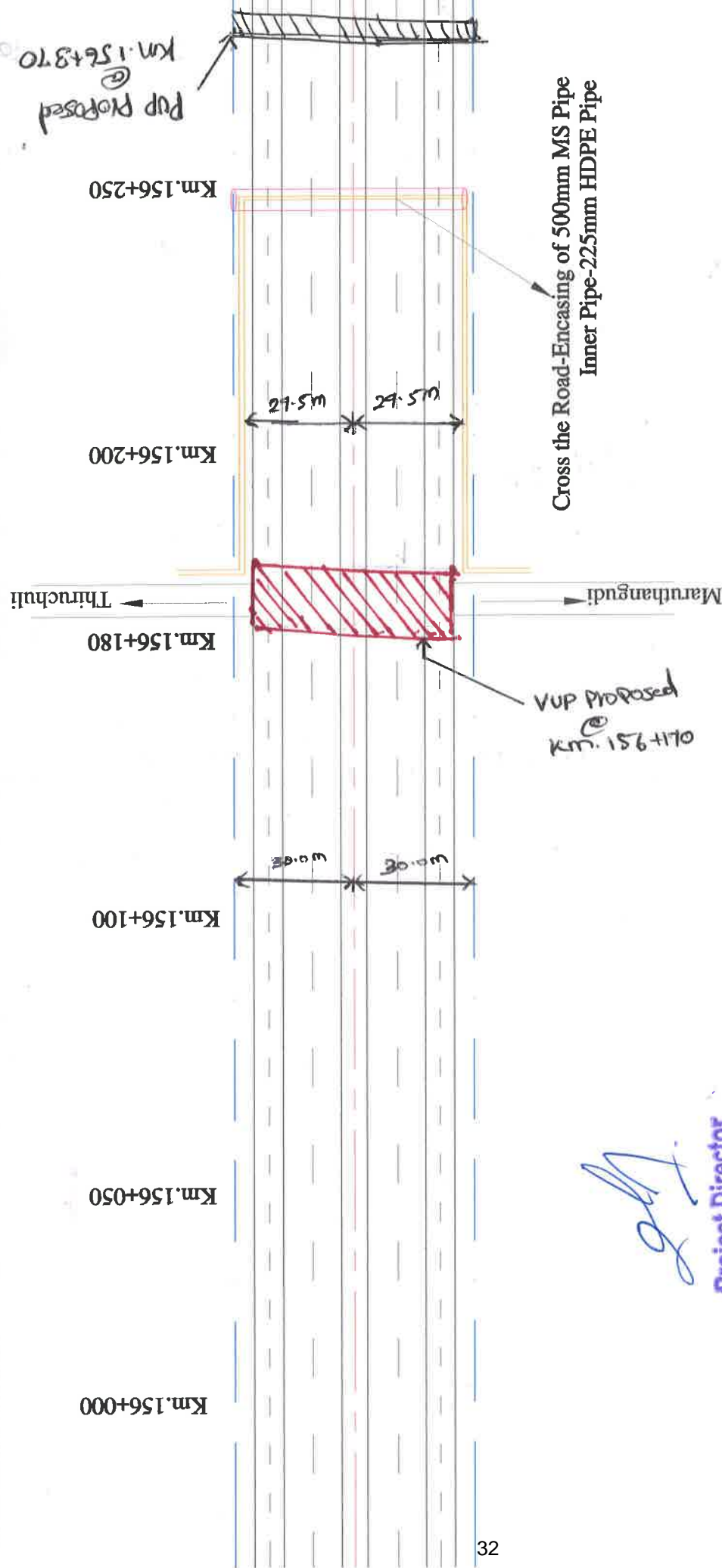
We, THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR or in do here by indemnity The Project Director, NHAI, PIU, Tuticorin binding ourselves to pay all the losses and claims in respect of laying of Water Pipe Line across at Km. 156+250 of Madurai to Tuticorin Section from Km.138.800 to Km.266.865 of NH-38 (Old NH-45B) in the State of TamilNadu or maintenance thereof and against all claims, proceedings, damages, cost, charges and expenses or maintenances thereof and all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to, Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

THE EXECUTIVE ENGINEER, TWAD, PROJECT DIVISION, VIRUDHUNAGAR

Executive Engineer  
TWAD Bd., Project Division  
Virudhunagar

TUTICORIN

MADURAI



Legend:

- Proposed Pipe Line
- Right of way
- Center line of Road
- Box/Pipe Culvert

National Highways Authority of India

2. All dimensions are in Meters

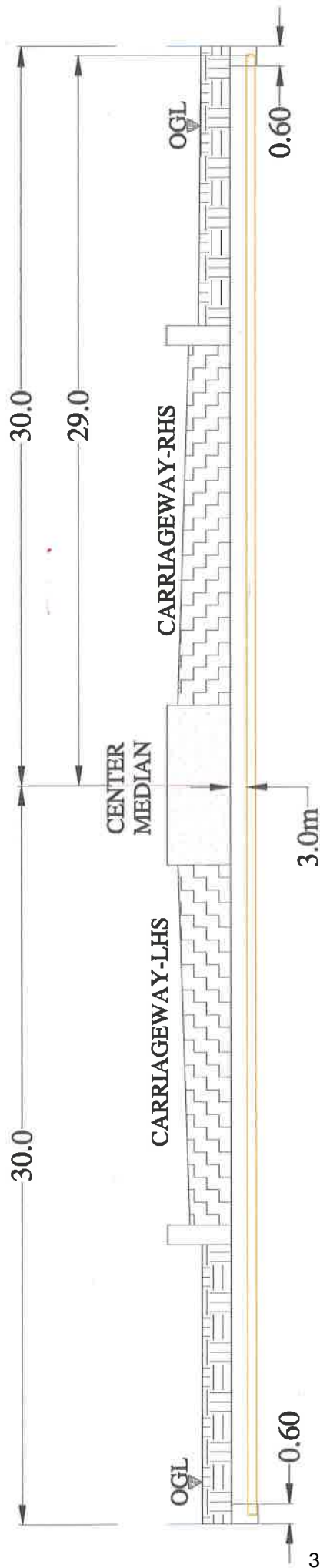
3. Pipe length of across the road - 58m (Km. 156+250) to Along from Km. 156+180 to Km. 156+250 (67.5)

Applicant:

The Executive Engineer  
TamilNadu Water Supply and Drainage Board  
Project Division  
Vruthunagar

Assistant Executive Engineer (Tech) (Call)  
TWAD Board, Project Division  
Vruthunagar





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**Project Director**

National Highways Authority of India

**Notes:**

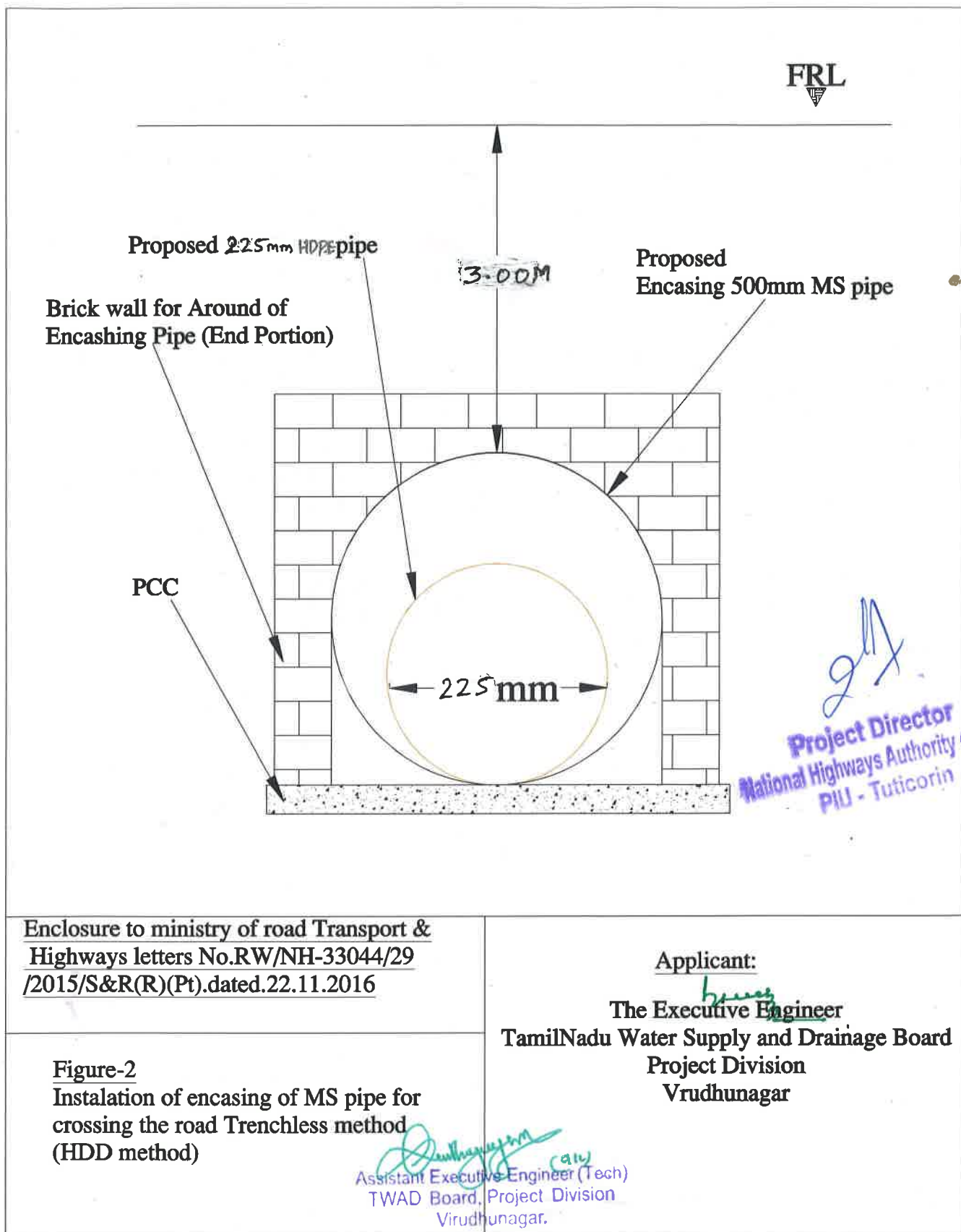
Pipe length of across the road - 58m  
(Km. 156+250) and Along from Km 156+180 to Km 156+250 (B.H.S)

Madurai - Tuticorin section of NH-38

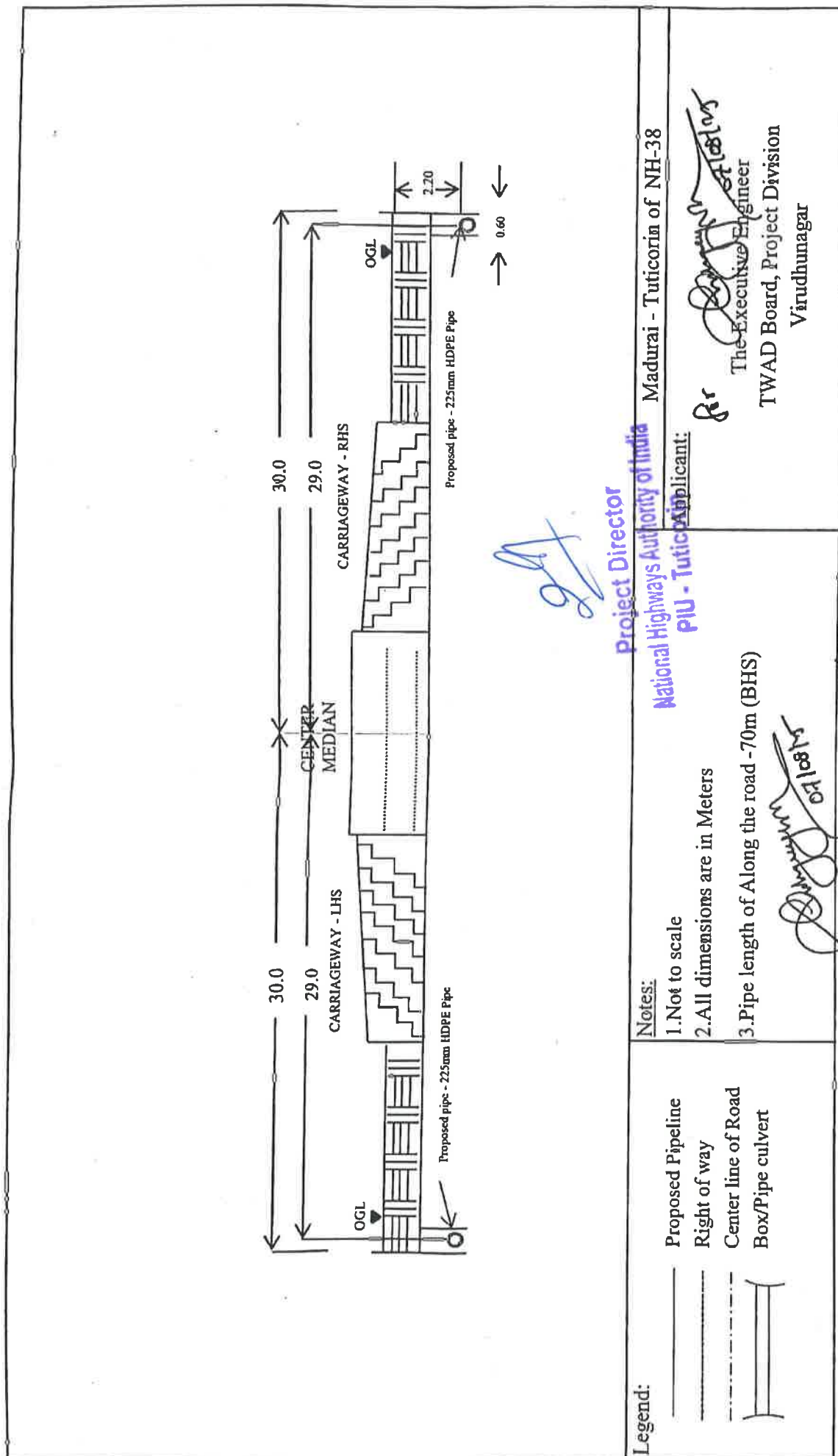
**Applicant:**

The Executive Engineer  
TamilNadu Water Supply and Drainage Board  
Project Division  
Vruthunagar

*(Signature)*  
Assistant Executive Engineer (Tech) (a/c)  
TWAD Board, Project Division  
Vruthunagar.







## RESTORATION CHARGES

SL. NO	NAME OF VILLAGE	CHAINAGE IN KM		SIDE	LENGTH (L)	DIA OF THE PIPE	Restoration charge per	LICENSE FEE (PRIVATE
		FROM	TO					
	Along the road							
1	KATTUKUTHAGAI KARISALKULAM	156.180	156.250	RHS	70	0.22	100.00	7000.00
2	KATTUKUTHAGAI KARISALKULAM	156.180	156.250	RHS	70	0.22	100.00	7000.00
3	No of crossing				1		100000.00	100000.00
TOTAL								114000.00

**LICENSE FEES FOR PUBLIC UTILITY**  
**Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 1.5% per annum**

SL.NO	NAME OF VILLAGE	CHAINAGE IN KM		SIDE	LENGTH (L) (in mt)	DIA OF THE PIPE	UTILIZED NH LAND AREA	PREVAILING CRICLE RATE	LICENSE FEE (PRIVATE UTILITY)
		FROM	TO						
	Along the road								
1	KATTUKUTHAGAI KARISALKULAM	156.180	156.250	RHS	70	0.22	15.40	1950.00	450.45
2	KATTUKUTHAGAI KARISALKULAM	156.180	156.250	LHS	70	0.22	15.40	1950.00	450.45
<b>TOTAL</b>									<b>900.90</b>

**License Fee for 1st year** **10000**

Add: 6% per annum for 2 year 600.0 10600

Add: 6% per annum for 3 year 636.0 11236

Add: 6% per annum for 4 year 674.2 11910

Add: 6% per annum for 5 year 714.6 12625

**Minimum License Fee for for 5 years** **56371 /-**

# TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

From  
**Er.M.Thakshinamurthy, B.E.,**  
 Executive Engineer, (A/c)  
 TWAD Board, Project Division,  
 Virudhunagar.  
 E.Mail: eerwsvnr@gmail.com

To  
 The Project Director  
 National Highway Authority of India  
 Thoothukudi

DN.NO: 2410

DATE: 14.08.25

Lr.No.F.CWSS to Kariapatti & Mallankinaru/JDO/2025/Dt.07.08.2025

Sir,

**Sub:** TWAD Board, Project Division, Virudhunagar Providing CWSS to **Kariapatti & Mallankinaru** TP's in Virudhunagar District - Laying of pipeline across NHAI road- proposal resubmitted- Permission requested - Regarding.

**Ref:**

- 1) Administrative Sanction GO(Ms) No. 159/MAWS2/ Dt. 29.10.2024
- 2) The Chief Engineer, TWAD Board/ Madurai, W.O. Lr.No.F.CWSS to Kariapatti & Mallankinaru TP's /DO II/CW/2024/Dt.03.02.2025
- 3) Executive Engineer TWAD Board Project Division Virudhunagar Lr No.F.CWSS to Kariapatti & Mallankinaru/JDO/2025/Dt:11.03.2025
- 4) Project Director, NHAI, Thoothukudi, Lr No.11015/NHAI/PIU/TUT/TWAD/2025/535 Dt:26.04.2025

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I wish to inform that, administrative approval has been accorded for providing CWSS to Mallankinaru & Kariyapatti Town panchayats in Virudhunagar district for Rs.75.85 crore vide ref GO cited. Necessary tender has been called for and work order for the above work has also been awarded to M/s. VR Water Infra Company, 18/279 Kamaraj Nagar, Cheyur Road, Avinashi, Tirupur-641 654 vide ref (2) cited.

In this proposal the alignment of pipeline is proposed to be crossed at km in NHAI 38. Necessary proposal for laying pipeline across the road is revised as per the guideline issued in the ref 4th cited. Hence, I request that permission may please be accorded to lay pipeline across the road at 156+180 KM.

I request kind cooperation in this regard.

Encl: Proposal & Drawings

Executive Engineer/ TWAD Board,  
 Project Division/ Virudhunagar.