



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways)

Project Implementation Unit : Puducherry.

No. 28&29, 1st Cross, Ganapathy Nagar, Arumparthapuram

Puducherry - 605 110.

11012/NH-45A/08/05/2022/PIU-PDY/ 1966



Phone : 0413 - 2969493

E-mail : piupuducherry@nhai.org

nhai.puducherry@gmail.com

10th October, 2022

Invitation of Public Comments

Sub: NHAI - PIU - Puducherry - Four laning of Puducherry (Km.29/000) to Poondiyankuppam (Km.67/000) Section of NH-45A on HAM under NHDP Phase-IV in the state of Tamil Nadu and U.T of Puducherry - Laying of HDPE Treated Effluent Pipeline along the Road from Km. 62+880 to Km. 64+560 (LHS) by Open Trench Method for a length of 1680 metres on National Highways in the state of Tamil Nadu - Invitation of Public Comments - Reg.

The proposal is regarding permission sought by M/s. Cuddalore SIPCOT Industries Common Utilities Limited for laying of HDPE Treated Effluent Pipeline along NH-45A between Kudikadu to Semmankuppam in Cuddalore District chainages from 62/880 to 64/560 (LHS) for a length of 1680 meters on National Highways in the state of Tamil Nadusubmitted to this office by M/s. Cuddalore SIPCOT Industries Common Utilities Limited letter dated 01.09.2022.

2. M/s. Cuddalore SIPCOT Industries Common Utilities Limitedhas proposed to lay the HDPE Treated Effluent Pipeline for a length of 1.680km (from km 62/880 to km 64/560).

S.No	Description	Proposed Side	Design Chainage in KM		Length in KM
			Start	End	
1	Along NH45A (New NH32)	LHS	62.880	64.560	1.680

3. M/s. Cuddalore SIPCOT Industries Common Utilities Limitedhas proposed to lay the HDPE Treated Effluent Pipeline along the National Highways by Open Trench Method duly keeping top of the pipeline at a depth of 1.65m below the ground level. The diameter of the HDPE Treated Effluent Pipeline is 300mm.

4. The submitted proposal is in conformity with Ministry's latest guidelines, regarding accommodation of public and industrial utility services along and across National Highways, issued vide letter dated 22.11.2016.

5. M/s. Cuddalore SIPCOT Industries Common Utilities Limited has furnished an undertaking for shifting of the pipeline at their cost during future widening of the above road.

6. 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 M/s. Cuddalore SIPCOT Industries Common Utilities Limited will be made available for 30 days for public comments/objections and the comments are to be furnished within 30 days from the day of closure.

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

The Project Director
National Highways Authority of India,
(Ministry of Road Transport and Highways)
Project Implementation Unit - Puducherry.
No. 28&29, 1st Cross, Ganapathy Nagar,
Arumparthapuram, Puducherry - 605 110.
Tel: 0413-2969493

Yours faithfully,



(S.Sakthivel)

DGM (T) & Project Director
NHAI, PIU-Puducherry

Copy to:

1. Web-admin, NHAI HQ, New Delhi - For uploading in the Ministry's website
2. The NIC, New Delhi - For uploading in the Ministry's website.
3. The RO Chennai - for information.

TES

T
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S

Theme Engineering Services Pvt. Ltd.

In Association with Ishita Info Solutions Pvt.Ltd.

No 2, Ganesh Nagar, Near Anna Nagar,

Cuddalore, Distt-Cuddalore 607001 Tamilnadu

Email: puducherryretheme@gmail.com

CIN: U74210RJ2002PTC017485

9397

17 SEP 2022

Letter No.TES/Puducherry-Sattanathapuram/IE/NHAI-PKG-02/2022/392 Date: 17 Aug, 2022

To,
The Project Director,
National Highways Authority of India,
Project Implementation Unit, Puducherry,
No.28&29, 1st Cross, Ganapathy Nagar, Arumparthapuram,
Puducherry - 605 110.

Sub: Consultancy service for Independent Engineer for supervision of construction of Four laning of (i) Puducherry – Poondiyankuppam section from Km 29.00 to Km 67.000 (N/08019/02002/TN) and (ii) Poondiyankuppam – Sattanathapuram section from Km 67.000 to Km 123.800 of NH 45A (New NH 32) in the State of Tamil Nadu and Union Territory of Puducherry under Bharatmala Pariyojana on Hybrid Annuity Mode.
Issuance of NOC for proposed Access Permission for Laying of HDPE Treated Effluent Pipeline along the road from Km.62+880 to km.64+560 (LHS) by Open Trench Method - Verification Requested - IE Comments -Reg.,

Ref: 1) NHAI Lr.No.11012/NH-45A/08/VoI-1/2022/PIU-PDY/1751, dated: 08.09.2022.
2) The SIPCOT letter Dated 01.09.2022.
3) IE Lr.No. TES/Puducherry-Sattanathapuram /IE/NHAI-PKG-02/2022/287, dt: 26.07.2022.
4) NHAI Lr.No.11012/N-45A/07/VoI-1/2022/PIU-PDY/1367, dated: 12.07.2022.

Dear Sir,

With reference to the above subject and cited letters, the submitted revised proposal for access permission for Laying of HDPE Treated Effluent Pipeline along the road from Km.62+880 to km.64+560 (LHS) by Open Trench Method has been verified from our end and found to be in order.

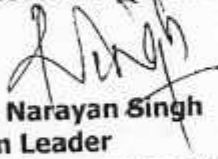
Further, as per the reference cited in S.No.3, the applicant has submitted the existing utility details at the above said location and we found no existing utilities are present in the proposed route of HDPE treated effluent pipeline.

In the view of above, the permission may be accorded to SIPCOT, Cuddalore, for laying the HDPE treated effluent pipes as per the submitted proposal/drawings in the above said location.

This is for your kind information.

With best regards.

for Theme Engineering Services Pvt. Ltd.
In Association with Ishita Info Solutions Pvt.Ltd.


Ram Narayan Singh
Team Leader
Puducherry-Sattanathapuram Project.



Encl : Booklet as received.

Copy to: Authorized Signatory, M/s. DBL PPHL for information.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways)

Project Implementation Unit : Puducherry.

No. 28&29, 1st Cross, Ganapathy Nagar, Arumparthapuram
Puducherry - 605 110.



Phone : 0413 - 2969493

E-mail : piupuducherry@nhai.org
nhaipuducherry@gmail.com

11012/NH-45A/08/Vol-1/2022/PIU-PDY/ 1751

08th Sep 2022

To

The Authorized Signatory,
M/s. Theme Eng. Services Pvt. Ltd.,
No.2, Ganesh Nagar, Near Anna Nagar,
Cuddalore – 607 001.

Sub: Four-laning of Puducherry - Poondiyanuppam Section of NH-45A (New NH 322) from Km. 29/000 to Km. 67/000 (Design Chainage) under Bharatmala Pariyojana Phase-I (Residual NHDP-IV Works) on HAM in the state of Tamil Nadu and Union Territory of Puducherry. – **Issuance of NOC for Proposed Access Permission for Laying of HDPE Treated Effluent Pipeline along the Road from Km. 62+880 to Km. 64+560 (LHS) by Open Trench Method – Verification Requested– Reg.**

Ref: The SIPCOT Letter Dated 01.09.2022.

Sir,

This has reference to the letter cited above, wherein, the SIPCOT, Cuddalore have resubmitted the proposal to lay HDPE Treated Effluent Pipeline along the Road from Km. 62+880 to Km. 64+560 (LHS) by Open Trench Method.

In this regard, it is requested to verify the proposal and furnish remarks / recommendation to this office for further necessary action.

Yours faithfully,

(S. Sakthivel)

DGM (Tech) & Project Director
PIU-Puducherry

Encl: As above.

Copy to: 1. The Authorized Signatory, M/s. DBL PHL – for information and necessary cooperation.



CIN No. : U74999TN1995PLC032807
**CUDDALORE SIPCOT INDUSTRIES
COMMON UTILITIES LTD**

Date :

To

Date :01.09.2022

The Project Director
National Highways Authority of India,
Puducherry.

Sub: Permission for Laying of HDPE Treated Effluent Pipe line on NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) for a total length of 1.680 Kms in the State of Tamil Nadu - Reg.

Sir,

In the view of the above proposal requesting permission for laying of HDPE Treated Effluent Pipe line on NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) by Open Trench Method and across the Intersection road by HDD Method.

Earlier, we had submitted the proposal from Km. 62/880 to Km. 66/060 (LHS) for proposed pipe line, Now we propose to lay the HDPE Treated Effluent Pipe line only from Km. 62/880 to Km64/560 , so please cancel our earlier submitted proposal and consider this revised proposal for further needful permission and your kind consideration.

Thanking you,

Yours faithfully

For Cuddalore SIPCOT Industries Common Utilities Ltd

(Authorized signatory)

Encl. As Above

NHAI-PIU, PUDUCHERRY	
DATE	- 1 SEP 2022
DIARY No	8690
DGM (T) & PD	
Mgr. (Tech)	
Dy.Mgr.(T)	
Site Eng.	
ACCOUNTANT	
LAO	

Naray

original ①

LAYING OF UNDER GROUND HDPE
TREATED EFFLUENT
PIPE LINE
ROUTE DIAGRAM

SECTION

(VILLUPURAM - NAGAPATTINAM SECTION) OF NH- 45A ROAD
ALONG THE ROAD
FROM KM.62/880 TO KM.64/560 (LHS),
TOTAL LENGTH OF 1680 METERS.

APPLICANT:

CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,
SIPCOT PROJECT OFFICE,
CUDDALORE - 607 005

THE PROJECT DIRECTOR
NATIONAL HIGHWAY AUTHORITY OF INDIA
PUDUCHERRY.

Restoration Charges to be Collected for Laying of HDPE Treated Effluent Pipe line in NH – 45A Road along the road from Km.62/880 to 64/560(LHS) of (Villupuram – Nagapattinam Section) in the state of Tamil Nadu, National Highways.

Cost of Restoration Charges Along the Road @ Rs. 100/- per meter (1680m x Rs. 100/-)	Rs.1,68,000/-
Total Restoration Charges	Rs.1,68,000/-



License fee to be collected for Laying of HDPE Treated Effluent Pipe line in NH - 45A
Road along the road from Km.62/880 to 64/560(LHS) of (Villupuram - Nagapattinam
Section) in the state of Tamil Nadu, National Highways.

Sl No	Description	Length in m	Width in m	Area occupied in Sqm	Guideline Value (Rs.) per Sqm	License Fees (Rs / sqm / month)
A. Along the Road						
1	Semmankuppam - Km.62/880 to 64/560 (LHS)	1680	0.30	504.00	870.00	3654.00
	Sub Total - I	1680.00		504.00		3654.00
Total Area to be utilised (Sub Total I)						3654.00
33% for Public Utility						1205.82
License fee for 5 Years (Total Amount X 60 months) = (Rs.1205.82x 60)						72349.20
say						Rs.72,350/-



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பதிவுத்துறை
REGISTRATION DEPARTMENT



For
Complaints
and
Clarifications,
please
contact:

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9498452120

9498452130

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to 5.45 PM,
excluding
Government
holidays)

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Friday 8 AM
to 8 PM,
Saturday 10
AM to 5 PM
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Government
holidays)



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GUIDELINE VALUE & PROPERTY VALUATION

Guideline Value relating to 2.19 lakhs streets and over 4.46 Crores Survey Numbers/Subdivision numbers are available on this site for query.

For Property Valuation, Click on the Street Name from the Street List, where the property is located.

From: 9-6-2017 To: Current Date

[To know your Zone and District Click Here](#)

View Guideline value
for:

☐ Street ☒ Survey
Number

Select Criteria :

☒ Category Wise ☐
Survey Number Wise



Zone:*

Sub Registrar Office:*

Cuddalore

Cuddalore Joint II



Registration Village:*

Land Category*

SEMMANKUPPAM

Residential Class I Type - I



Search

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Search Criteria :

Zone: CUDDALORE
Guideline Village: SEMMANKUPPAM

Sub Registrar Office: CUDDALORE JOINT II

Revenue District: CUDDALORE

Revenue Village: SEMBANKUPPAM

Revenue Taluka: CUDDALORE

Below Search results are as on 19-Apr-2022 02:39 PM

31 items found, displaying 1 to 10.

[First/Prev] 1, 2, 3, 4 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date
1	<u>164/1</u>	80/ Square Feet	870/ Square Metre	Residential Class I Type - I	09-Jun-2017
2	<u>59/1</u>	80/ Square Feet	870/ Square Metre	Residential Class I Type - I	09-Jun-2017
3	<u>58/1</u>	80/ Square Feet	870/ Square Metre	Residential Class I Type - I	09-Jun-2017
4	<u>125/1</u>	80/ Square Feet	870/ Square Metre	Residential Class I Type - I	09-Jun-2017
5	<u>59/10</u>	80/ Square Feet	870/ Square Metre	Residential Class I Type - I	09-Jun-2017



CHECK - LIST

Guidelines for Project Directors for processing the proposal for HDPE Treated Effluent Pipe line in the land across National Highways vested with NHAI.

• **Relevant circulars**

- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 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 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 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 17.9.2003
- 8) Ministry Circular No. RW/NH-33044/27/2005-S&R (R) dated 06.08.2013
- 9) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016

Check list for getting approval for laying of HDPE Treated Effluent Pipe line on NH land

S. No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant/Agency	Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005	
1.2	National Highway Number	NH - 45A	
1.3	State	TamilNadu	
1.4	Location	Villupuram-Nagapattinam Section	
1.5	(Chainage in km)	Km.62/880 to Km.64/560 (LHS)	
1.6	Length in Meters	1680 meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	22.50 Meters	
	(b) Right side from center line towards increasing chainage/ km direction	22.50 Meters	
1.8	Proposal to lay underground Water pipe line.		
	(a) Left side from center line towards increasing chainage / km direction	21.50 Meters	
	(b) Right side from center line towards increasing chainage/ km direction	-	
1.9	Proposal to acquire land	NA	
	(a) Left side from center line		
	(b) Right side from center line		
1.10	Whether proposal is in the same side where land is not to be acquired		
	If not then where to lay the Pipe		



1.11	Details of already laid services, if any, along the proposed route	Adhani pipeline	
1.12	Number of lanes (2/4 /6/8 lanes) existing	2 lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 /6/8 lanes)	4 lane With/Without Service Service road	
1.14	Service road existing or not	No	
	If yes then which side		
	(a) Left side from center line	-	
	(b) Right side from center line	-	
1.15	Proposed Service road	Yes	
	(a) Left side from center line	Shown in the diagram	
	(b) Right side from center line	Shown in the diagram	
1.16	Whether proposal to lay HDPE Treated Effluent Pipe line is after the service road or between the service road and main carriageway	Extreme Edge of ROW	
1.17	<p>The permission for laying of HDPE Treated Effluent Pipe line shall be considered for approval / rejection based on the Ministry Circulars mentioned as above.</p> <p>(a) Carrying of sewage/gas pipelines on highway bridges shall not be permitted as Fumes /gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.</p> <p>(b) Carrying of water pipe lines on bridges shall also 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 repairs, etc</p> <p>(c) Cost of required extension of the substructure as well as that of the Supporting superstructure shall be borne by the agency-in-charge of the utilities. of the Ministry's Project Chief Engineers only.</p>	<p>Considered for approval based on the Ministries circular</p> <p>Yes</p>	



	(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 Engineers only.		
1.18	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	No	
	(a) Existing drainage structures shall not be allowed to carry the lines.	NA	
	(b) Is it on a line normal to NH	NA	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures	NA	
	(d) The casing pipe (or conduit pipe in the case of pipe line) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	NA	
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	NA	
	(f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	NA	
	(g) The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.	NA	
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	NA	
	(i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	NA	
2	Document / Drawings enclosed with the proposal	Yes	



2.1	<p>Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide)</p> <p>(i) Should not be greater than 60 Cm wider than the outer diameter of the pipe</p> <p>(ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway</p> <p>(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges</p> <p>(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>	Yes	
2.2	Cross section showing the size of pit and location of pipe for HDD method	Yes	
2.3	Strip plan/ Route Plan showing Water Supply pipe line, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for laying of showing HDPE Treated Effluent Pipe Line	Yes (Open Trench 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	Yes (Without Culvert, Minor Intersection, Major Intersection)	
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. 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 edged should be excavated and replaced by selected material.	Yes	
	(c) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Yes	



	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering 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.	Yes	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	
2.4.2	Horizontal Directional Drilling (HDD) Method	Yes (Only Crossing @ Culvert, Minor Intersection, Major Intersection)	
2.4.3	Laying of HDPE Treated Effluent Pipe line through CD works and method of laying	No.	
3	Draft License Agreement signed by two witnesses	Yes, enclosed with proposal	
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, 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 cables/ducts 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 licensee for clearing debris/loose earth.	To be obtained.	
4.1	Performance BG as per above is to be obtained.	To be obtained.	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
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 with proposal	
5.2	Renewal of Bank Guarantee	No (Enclosed After the Demand)	
5.3	Confirming all standard condition of NHAI's guideline	Yes, enclosed with proposal	
5.4	Shifting of HDPE Treated Effluent Pipe	Yes, enclosed with proposal	



	line as and when required by NHAI at their own cost		
5.5	Shifting due to 6 lanning with paved shoulder / widening of NH	Yes, enclosed with proposal	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of HDPE Treated Effluent Pipe line to be managed by the applicant	Yes, enclosed with proposal	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes, enclosed with proposal	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing HDPE Treated Effluent Pipe line located in the National highway right-of-ways.	Yes, enclosed with proposal	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the HDPE Treated Effluent Pipe line will be borne by the agency owning the line.	Yes, enclosed with proposal	
5.11	If the 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 NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes, enclosed with proposal	
5.12	Certificate from the applicant in the following format (i) <i>Laying of HDPE Treated Effluent Pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i> (ii) <i>for 6 -lanning with paved shoulder "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future six-lanning or any other development."</i>	Yes, enclosed with proposal	
6.	Who will sign the agreement on behalf of of HDPE Treated Effluent Pipe line agency	Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005	



7	Certificate from the Project Director		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Ministry Circular No. RW/NH-33044/27/2015-S&R (R) dated 06.18.2013 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.</p>	Yes	
7.2	<p>Certificate from PD in the following format</p> <p>(i) "It is certified that any other location of the HDPE Treated Effluent Pipe line would be extremely difficult and unreasonable costly and the installation of HDPE Treated Effluent Pipe line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".</p> <p>(ii) for 6 -laning</p> <p>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed Six-laning based on the feasibility report considering proposed structures at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-laning".</p>	<p>Yes</p> <p>Yes</p> <p>Now Sufficient ROW is available at site for accommodating proposed four-laning (after Four lane to Six Lane Means LA Held for Futher Widining)</p>	



8	If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. <i>"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 [Villupuram - Nagapattinam Section] Km.62/880 To Km.64/560 (LHS) of NH-45A on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."</i>	NA	
9	Who will supervise the work of laying of Water pipe line	Consultants and relevant filed Officers of NHAI.	
10	Who will ensure that the defects in road portion after laying of HDPE Treated Effluent Pipe line are corrected and if not corrected then what action will be taken.	BG will encashed. Claim amount will be determined according to the nature and seriousness of damages.	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	The Applicant should pay claims.	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground HDPE Treated Effluent Pipe line then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes.	



Project Director
NHAI-PIU-PUDUCHERRY

Annexure-I

Conditions to be enclosed/incorporated in the approval letter for permission for laying of HDPE Treated Effluent Pipe line

1. The HDPE Treated Effluent Pipe line shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway.
2. The HDPE Treated Effluent Pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NHAI/Government of India.
3. The HDPE Treated Effluent Pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.
5. The authority/ owner of the underground utility shall ensure that laying HDPE Treated Effluent Pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The HDPE Treated Effluent Pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the HDPE Treated Effluent Pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
11. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
13. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.
14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type)
 - (a) 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 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.
 - (c) Bedding shall be to a depth of not less than 30 cm. 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 edged should be excavated and replaced by selected material.
 - (d) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.



- (e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering 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.
- (f) The road crust 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 Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
- (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
15. If needed, a diversion shall be constructed at the expense of agency owning the Water pipe line.
16. Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the HDPE Treated Effluent Pipe line located in the National highway right-of-ways.
17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the HDPE Treated Effluent Pipe line will be borne by the agency owning the Water pipe line.
18. If the NHAI considers it necessary in future to move the HDPE Treated Effluent Pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the HDPE Treated Effluent Pipe line within a reasonable time (not exceeding 60 days) of the intimation given.
19. The licensee shall ensure making good the excavated trench for laying HDPE Treated Effluent Pipe line by proper filling and compaction, so as to restore the land in to the same conditions 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,
20. The licensee shall furnish a Bank Guarantee to the NHAI @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, 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 cables/ducts 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 licensee for clearing debris/loose earth.
21. 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 licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee 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 licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
22. The licensee shall shift the HDPE Treated Effluent Pipe line within 60 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 line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
23. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NHAI. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
24. The licensee 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 licensee. 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 licensee.



25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
28. No trenching will be done on pucca road, boring method will be used in pucca road and HDPE Treated Effluent Pipe line will be laid at the extreme edge of the road in the non-BT surface only.
29. The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days 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 licensee.
30. Each day, the extent of digging the trenches should be strictly regulated so that cables 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.
31. 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 Water pipe line.
32. The NHAI has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to Water pipe line, he will have to furnish a separate bank guarantee.
33. 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 Water pipe line.
34. 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.
35. During the subsistence of this agreement, the laying of HDPE Treated Effluent Pipe line /ducts 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 licensee to the use thereof shall not become absolute and indefeasible by laps of time.
36. The licensee shall bear the stamp duty charged for the agreement.
37. The HDPE Treated Effluent Pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of HDPE Treated Effluent Pipe line has been laid in accordance with the approved specifications 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.
38. Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the or 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.
39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
40. 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 HDPE Treated Effluent Pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of HDPE Treated Effluent Pipe line the licensee 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.



42. If NHAI is required to do some emergent work the licensee will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
43. 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 and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
44. Strict compliance of the following by the Project Director:
- a) If the licensee fails to inform the commencement of laying of HDPE Treated Effluent Pipe line 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No.Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.
 - c) An interim execution progress report /status report shall be submitted to NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Water pipe line, as per the specification/stipulation and the alignment as approved.
 - d) The final completion certificate shall be issued / submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and the approved plan.
 - e) To obtain a performance bank guaranty @ Rs. 100/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NHAI.
 - f) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed)
 - g) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NHAI.





TAMILNADU

17 AUG 2022

CUDDALORE SIPCOT INDUSTRIES COMMON
UTILITIES LTD.

SIPCOT PROJECT OFFICE
CUDDALORE

CS 660683

T. PARVATHI

L.V.S. TM. 10/11/14/4
No 87, MULLA STREET
CHENNAI - 600 079.

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

Agreement to laying of HDPE Treated Effluent Pipe line Along the road from Km.62/880 to Km.64/560 (LHS) of Villupuram - Nagapattinam Section (NH - 45A) for a total length of 1.680 Kms in the state of Tamil Nadu, National Highways, Puducherry.

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, an **CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD, SIPCOT PROJECT OFFICE, CUDDALORE - 607 005, TAMILNADU** (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 NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) of Villupuram - Nagapattinam Section (NH - 45A) for a total length of 1.680 Kms in the state of Tamil Nadu, National Highways, Puducherry.

Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable Line / Pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) of Villupuram - Nagapattinam Section (NH - 45A) for a total length of 1.680 Kms in the state of Tamil Nadu, National Highways, Puducherry.

And whereas the Authority has agreed to grant such permission for way leave on the NH 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 permissions to lay utility services as per the approved drawing attached hereto 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 Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/electrical cables lines/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 a 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 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 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 electrical cable line containing the utility services to cross the road shall be at least 11m top of the existing road level whichever is lower. A typical sketch showing the clearances 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 30cm. but not more than 60cms 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.
 - i. 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.
 - ii. 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.
 - iii. 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 has been removed. Consolidation by saturation or ponding will not be permitted.
 - iv. The road crust 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 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 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 any services etc. in case of 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 co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing 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.
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 condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the 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 Licensee 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 Licensee has to execute the restoration work in a time bound



manner at its cost either by itself or through its authorised representative in consultation with the Authority as per predetermined time 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 filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years 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 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 co- ordination 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/and/property. Other than what is herein expressly granted. No use of NHRoW 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 geo-tagged 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 cancellations 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 be kept open to traffic at all times. 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 50m away from the edge of the RoW.



42. Any disputes in interpretation of the terms and condition 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 SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____
(Signature, name & address with stamp)

- SIGNED ON BEHALF OF CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD, SIPCOT PROJECT OFFICE, CUDDALORE - 607 005, TAMILNADU, (LICENSEE)

BY SHRI _____
(Signature, name & address with stamp)

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

1.

2.



தமிழ்நாடு வர்த்தக வளர்ச்சி கழகம் TAMILNADU

17 AUG 2022

CUDDALORE SIPCOT INDUSTRIES Common UTILITIES LTD.

SIPCOT PROJECT OFFICE
CUDDALORE

CS 660686

T. Parvathi

T. PARVATHI

L.V.S. TM. 10777/A/4/5
No 81, MULLA STREET,
CHENNAI - 600 079.

Annexure-V

UNDERTAKING

We, Cuddalore SIPCOT Industries Common Utilities Ltd, SIPCOT Project Office, Cuddalore - 607 005, Tamilnadu, Laying of HDPE Treated Effluent Pipe line on NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) for a total length of 1.680 Kms in the state of Tamil Nadu, National Highways.

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 electrical cable line, underground installation/utilities etc, State Industries Promotion Corporation of Tamil Nadu Limited shall be responsible to ascertain from the respective agency in coordination with NHAI. State Industries Promotion Corporation of Tamil Nadu Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.



2. **Renewal of Bank Guarantee:** State Industries Promotion Corporation of Tamil Nadu Limited shall 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 of HDPE Treated Effluent Pipe line 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 State Industries Promotion Corporation of Tamil Nadu Limited 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 Sri State Industries Promotion Corporation of Tamil Nadu Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of State Industries Promotion Corporation of Tamil Nadu Limited 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 State Industries Promotion Corporation of Tamil Nadu Limited and recover the amount by invoking the bank guarantee furnished by State Industries Promotion Corporation of Tamil Nadu Limited.

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 Laying of HDPE Treated Effluent Pipe line shall be laid at the edge of the right of way within 2m utility corridors.
- (iii) The licensee has to cross the NH. In case any damage is caused to the road pavement in this process, State Industries Promotion Corporation of Tamil Nadu Limited will be required to restore the same to the original condition at his own cost.
- (iv) No trenching will be done on link road, boring method will be used in link road and HDPE Treated Effluent Pipe line will be laid at the extreme edge of the road in the non-BT surface only.
- (v) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days 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 State Industries Promotion Corporation of Tamil Nadu Limited.
- (vi) Each day, the extent of HDPE Treated Effluent Pipe line should be strictly regulated so that pipe 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.
- (vii) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the laying of Water pipe line.



- (viii) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the State Industries Promotion Corporation of Tamil Nadu Limited wants shifting, repairs or alteration to Water pipe line, he will have to furnish a separate bank guarantee.
- (ix) 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 Water pipe line.
- (x) The permission granted shall not in any way be deemed to convey to State Industries Promotion Corporation of Tamil Nadu Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xi) During the subsistence of this agreement, the laying of HDPE Treated Effluent Pipe line 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 State Industries Promotion Corporation of Tamil Nadu Limited to the use thereof shall not become absolute and infeasible by laps of time.
- (xii) State Industries Promotion Corporation of Tamil Nadu Limited shall bear the stamp duty charged for the agreement.
- (xiii) The HDPE Treated Effluent Pipe line shall not be brought in to use by State Industries Promotion Corporation of Tamil Nadu Limited unless a completion certificate to the effect that the laying of HDPE Treated Effluent Pipe line has been laid in accordance with the approved specifications 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.
- (xiv) 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 State Industries Promotion Corporation of Tamil Nadu Limited 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.
- (xv) 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 State Industries Promotion Corporation of Tamil Nadu Limited will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xvi) 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 Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of State Industries Promotion Corporation of Tamil Nadu Limited.



4. **Shifting of HDPE Treated Effluent Pipe line as and when required by NHAI:** State Industries Promotion Corporation of Tamil Nadu Limited shall shift the HDPE Treated Effluent Pipe line 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 line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
5. **Shifting due to 6lining / widening of NH:** After the termination/expiry of the agreement, State Industries Promotion Corporation of Tamil Nadu Limited shall remove the HDPE Treated Effluent Pipe line within 90 days and the site shall be brought back to the original condition failing which the State Industries Promotion Corporation of Tamil Nadu Limited will lose the right to remove the water pipe line. However, before taking up the work of removal of HDPE Treated Effluent Pipe line the State Industries Promotion Corporation of Tamil Nadu Limited 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 HDPE Treated Effluent Pipe line 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 State Industries Promotion Corporation of Tamil Nadu Limited.
7. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** State Industries Promotion Corporation of Tamil Nadu Limited 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 State Industries Promotion Corporation of Tamil Nadu Limited. 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 State Industries Promotion Corporation of Tamil Nadu Limited. If State Industries Promotion Corporation of Tamil Nadu Limited 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 State Industries Promotion Corporation of Tamil Nadu Limited.
8. **We, CuddaloreSipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005, Tamilnadu,** 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, State Industries Promotion Corporation of Tamil Nadu Limited, Failing to discharge the obligation of making good the damages caused due to erection, the NHAI shall have a right to make good the damages caused due to erection at the cost of the State Industries Promotion Corporation of Tamil Nadu Limited. 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, State Industries



Promotion Corporation of Tamil Nadu Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

9. Not to damage to other utility, if damaged, then 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 11 months from the date of issue of the Bank Guarantees, State Industries Promotion Corporation of Tamil Nadu Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
11. We will relocate Pipe lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI for future six-lining or any other development."
12. We, Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005, Tamilnadu, hereby undertake that "The existing avenue plantation is not affect due to the present proposed HDPE Treated Effluent Pipe line in NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) for a total length of 1.680 Kms in the state of Tamil Nadu".
13. We, Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005, Tamilnadu, hereby undertake that for laying of HDPE Treated Effluent Pipe line will not have any deleterious effects on any of the bridge components and road safety for traffic.
14. We, Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005, Tamilnadu, 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 as and when asked by NHAI.
15. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 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 (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constant 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.

Yours Faithfully,

For Cuddalore Sipcot Industries Common Utilities Ltd


(Authorized Signatory)



17 AUG 2022

CUDDALORE SIPCOT INDUSTRIES Common
UTILITIES LTD,
SIPCOT PROJECT OFFICE,
CUDDALORE

CS 660684

T. PARVATHI
L.V.S. TM 10737/A/4/
No 81, MULLA STREET
CHENNAI - 600 079.

Annexure-VI

INDEMNITY BOND

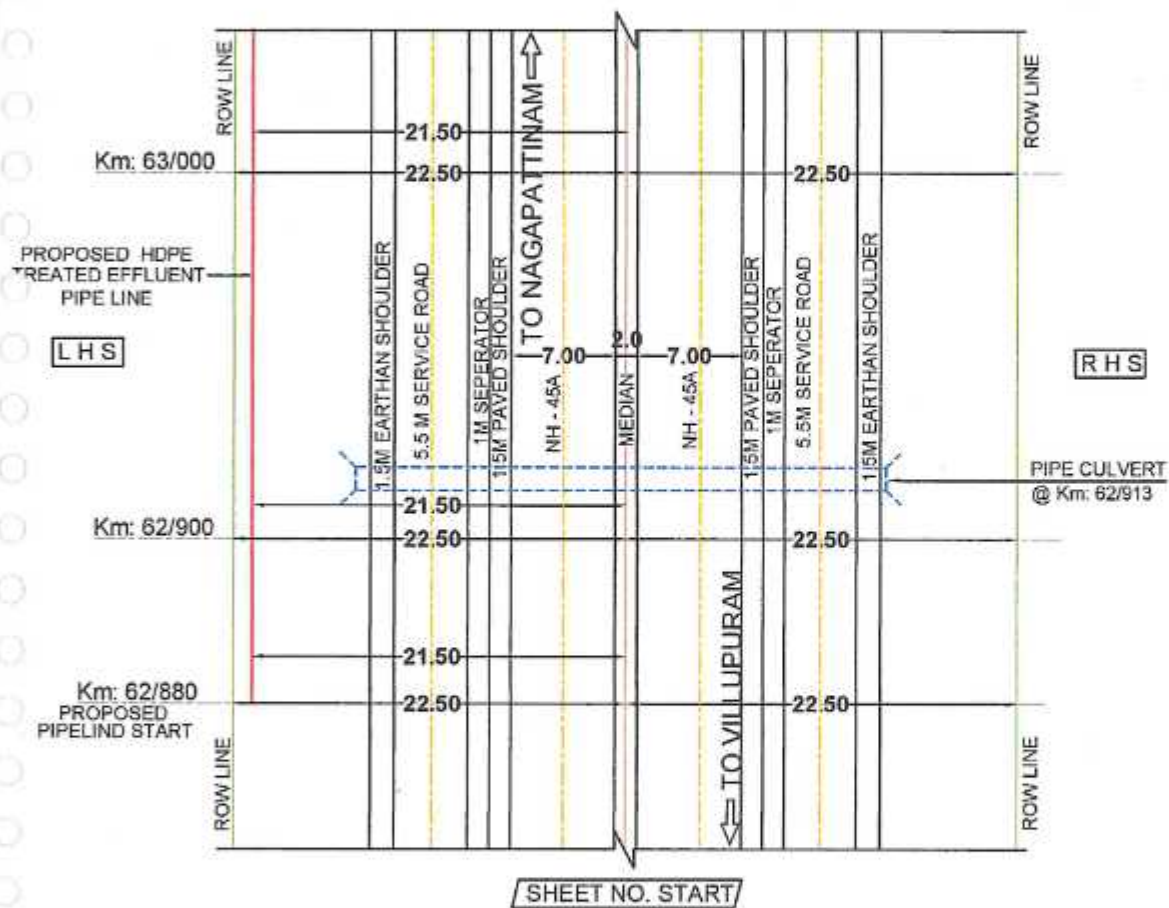
Name of Work: Laying of HDPE Treated Effluent Pipe line Along the road from Km.62/880 to Km.64/560 (LHS) of NH - 45A (Villupuram - Nagapattinam Section) for a total length of 1.680 Kms in the State of Tamil Nadu.

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

We, Cuddalore Sipcot Industries Common Utilities Ltd, Sipcot Project Office, Cuddalore - 607 005, Tamilnadu do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of laying of HDPE Treated Effluent Pipe line in NH - 45A (Villupuram - Nagapattinam Section) along the road from Km.62/880 to Km.64/560 (LHS) for a total length of 1.680 Kms in the state of Tamil Nadu or maintenance there of and against 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.

Yours Faithfully,
For Cuddalore Sipcot Industries Common Utilities Ltd,

(Authorized Signatory)



SHEET NO. START

LEGEND:

- PROPOSED PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT
- FLY OVER / UNDER PASS



APPLICANT:

CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,

SIPCOT PROJECT OFFICE,
CUDDALORE - 607 005.

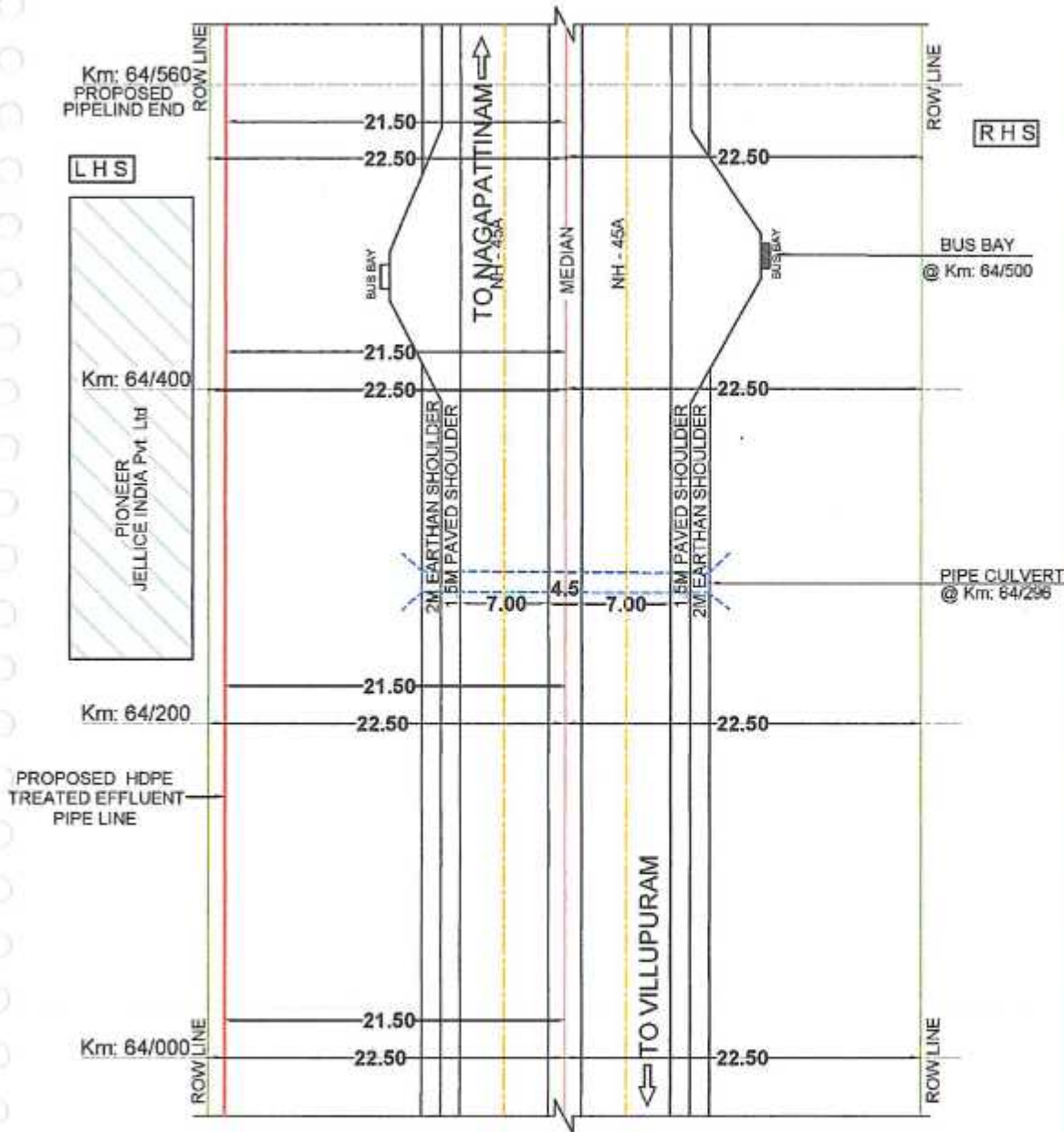
NOTES:

1. ALL DIMENSIONS ARE IN METERS
UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 0.120Km
3. SCALE - NTS

VILLUPURAM TO NAGAPATTINAM SECTION (NH - 45 A)

(Km: 62/880 TO Km: 63/000)

SHEET NO. END



NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 0.58Km
3. SCALE - NTS

VILLUPURAM TO NAGAPATTINAM SECTION (NH - 45 A)

(Km: 64/000 TO Km: 64/560)

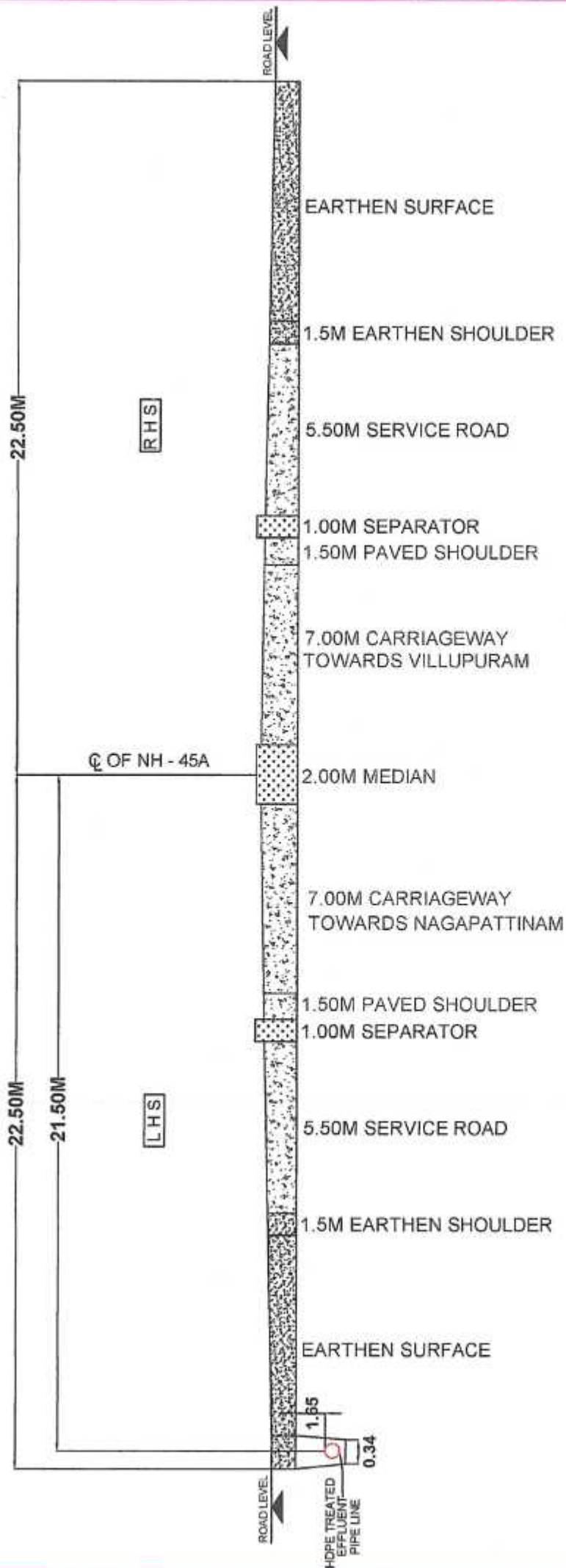
LEGEND:

- PROPOSED PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT
- FLY OVER / UNDER PASS/ROAD JUNCTION

APPLICANT:

CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,

SIPCOT PROJECT OFFICE,
CUDDALORE - 607 005.



TITLE:

VILLUPURAM TO NAGAPATTINAM SECTION (NH - 45 A)

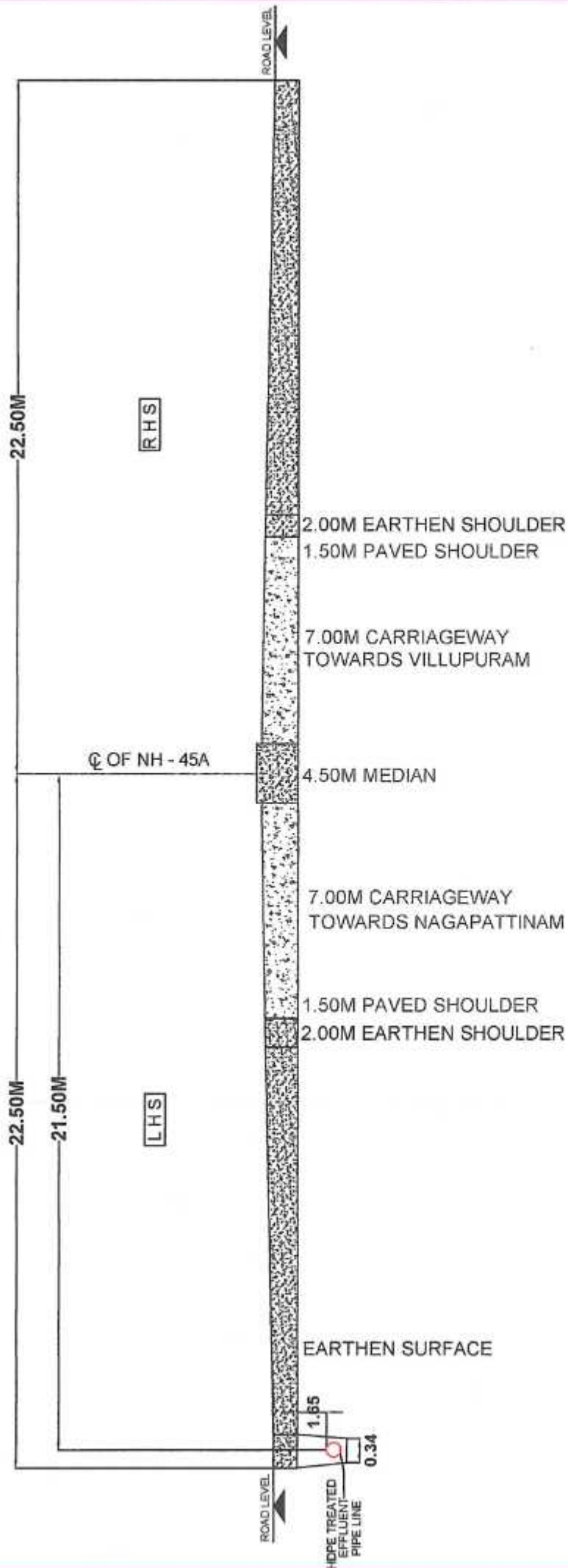
(Km: 62/880 TO Km: 63/220)

CROSSECTION DETAILS FOR NH - 45A



APPLICANT:

CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,
SIPCOT PROJECT OFFICE,
CUDDALORE - 607 005.



TITLE:

VILLUPURAM TO NAGAPATTINAM SECTION (NH - 45 A)

(Km: 63/220 TO Km: 64/560)

CROSSSECTION DETAILS FOR NH - 45A

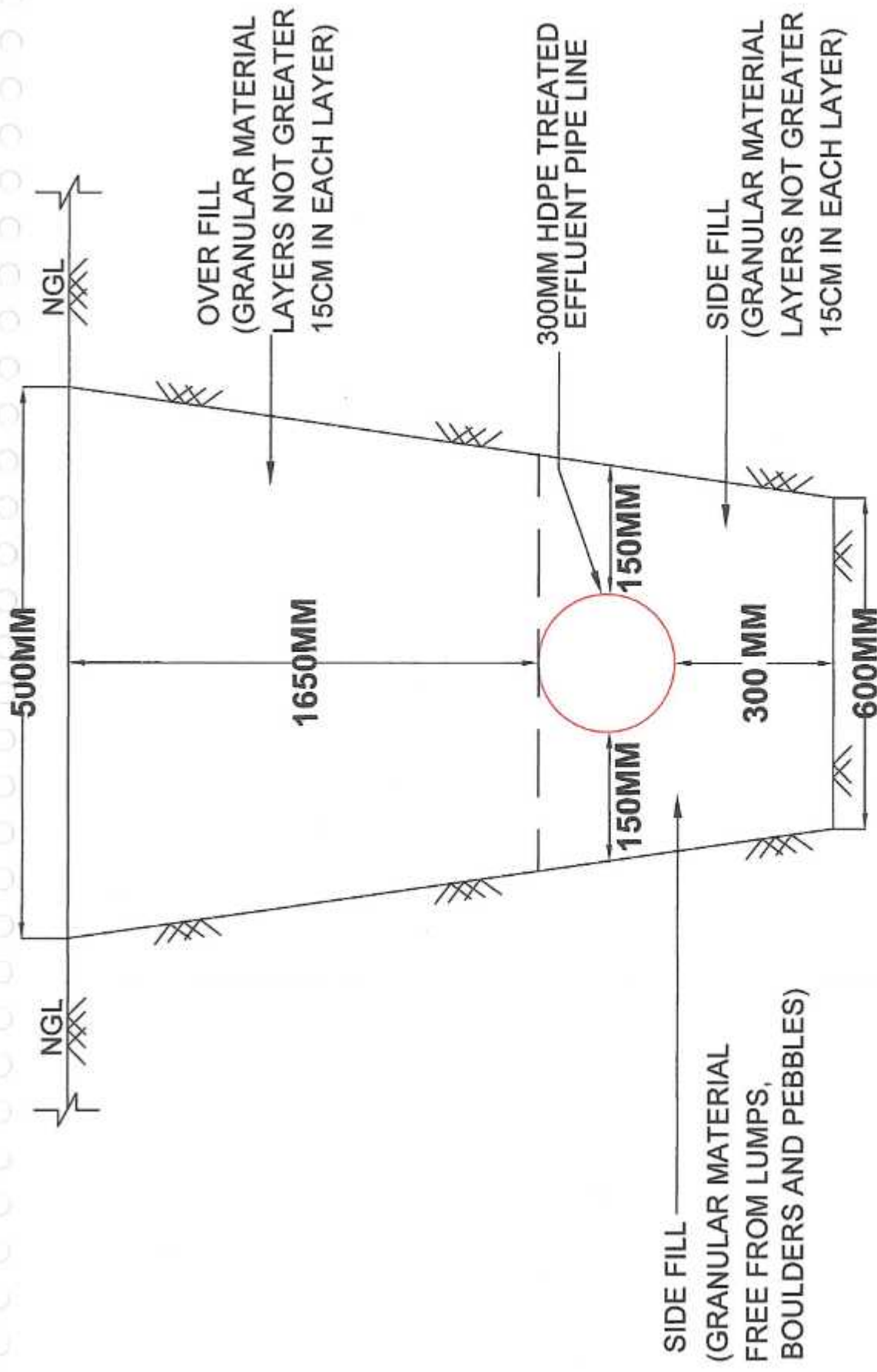


APPLICANT:

CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,

SIPCOT PROJECT OFFICE,

CUDDALORE - 607 005.



ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/29/2015/S&R(R)(Pt). DATED 22.11.2016

TITLE: FIGURE - INSTALLATION OF HDPE TREATED EFFLUENT PIPE LINE FOR ALONG THE ROAD (TRENCH METHOD) & PLACE WHERE THE DISTANCE FROM THE CARRIAGE LEVEL OF CARRIAGE WAY IS MORE THAN 15M

APPLICANT:



CUDDALORE SIPCOT INDUSTRIES COMMON UTILITIES LTD,
SIPCOT PROJECT OFFICE,
CUDDALORE - 607 005.



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus,
A-5, Sector-62,
Noida-201301.

F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22nd November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

Subject: Accommodation of Public and Industrial Utility Services along and across National Highways – Policy guidelines regarding.

Sir,

The Government has realized that development of infrastructure across the Country on a sustainable and integrated manner continues to be an imperative for improving the state of economy, enhancing quality of life of the citizens and ensuring equitable development throughout the country.

Land being among the most precious of natural resources available; optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility services. This may be achieved through granting permissions for laying utility services along and /or across the ROW. However, environment and safety of the road users are the prime factors in deciding permission for utility services. Permission may be denied, if it is not feasible to ensure safety and environment through requisite safeguards. The Administration of ROW, has been defined in the National Highway Land and traffic Control Act 2002 and relevant Rules 2004.

Keeping in view the need for consistency and clarity, in supersession of all the instructions contained in the earlier previous circulars on the subject, following guidelines shall apply for accommodation of Utility Services along and across National Highways.

2. Laying of Utility Services along the National Highways:

- 2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

Mamji Kumar

2.4 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.

2.5 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.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured 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 as per the agreement.

3. Laying of Utility Services across the National Highway:

3.1 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.

3.2 Existing drainage structures shall not be allowed to carry the lines across.

3.3 The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

3.5 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 wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 Bedding shall be to a depth not less than 30 cm. 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.

3.5.2 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.

3.5.3 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 modified 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.

3.5.4 The road crust 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 Highway Authority.

3.6 When utilities are allowed overhead, the horizontal and vertical clearance in accordance with the IRC shall be maintained.

4. Procedure for processing application for granting permission for use of highway land; Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

Mamir Kumar

2.4 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.

2.5 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.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured 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 as per the agreement.

3. Laying of Utility Services across the National Highway:

3.1 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.

3.2 Existing drainage structures shall not be allowed to carry the lines across.

3.3 The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

3.5 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 wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 Bedding shall be to a depth not less than 30 cm. 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.

3.5.2 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.

3.5.3 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 modified 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.

3.5.4 The road crust 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 Highway Authority.

3.6 When utilities are allowed overhead, the horizontal and vertical clearance in accordance with the IRC shall be maintained.

4. Procedure for processing application for granting permission for use of highway land: Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

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Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years 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.

5. Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.

License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.

5.1 The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Outer diameter/width of the concerned utility line X length

5.2 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters/ junction boxes etc.

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Projection of utility on the ground including area of support system/tower

However, for public utilities, area below the support system/tower shall only be charged.

5.3 Fee shall have to be paid in advance for the period for which permission is granted. 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.

5.4 A system to redress grievances and to consider relaxation from the guidelines, in exceptional cases, shall be notified separately and shall be effective from the date of notification.

6. All required restoration, maintenance work subsequent to laying of utility services shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

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filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as pipes etc (rate in Rs per m)

provided in the ducts already provided

≤ 300 mm dia/width

> 300 mm dia/width but ≤ 1000 mm

> 1000 mm

Utility services such as towers etc (rate in Rs per sq m)

Rs 50

Rs 100

Rs 250

Rs 500

Rs 100

In case the Licensee fails 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. 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.

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.

7. The Authority shall enter into a License Agreement with the respective utility service provider in the format enclosed (Appendix) including any other conditions imposed by Highway Administration, to ensure safe and uninterrupted flow of traffic. Post signing of the agreement, the utility service provider shall be designated as 'Licensee' for the purpose of this project and will be authorized to install and operate utility services within the NH RoW. However, utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration.

Encls: As above.

Manoj Kumar

(Manoj Kumar)

Executive Engineer(NFSG) (S,R&T) (Roads)
For Director General (Road Development) & SS

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical circular file of S&R (R) Section
6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

7. PS to Hon'ble Minister (RTH&S)
8. PS to Hon'ble MOS (RTH&S)
9. Sr. PPS to Secretary (RT&H)
10. PPS to DG (RD) & SS
11. PPS to SS&FA
12. PS to ADG-I/ ADG-II
13. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (EIC)

Public Utility Provider and Industrial Infrastructure**A. Public Utility Provider**

A **Public Utility Provider** in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

B. Eligible activities for Industrial Units or 'Industrial Infrastructure'

Industrial Infrastructure in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility.