

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai दूसरा व तीसरी तल, विजय कृष्ण प्लाजा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माहुतावनी, मदुरै- 625 107 2<sup>rd</sup> & 3<sup>rd</sup> Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107 दरूपाष/Tele: +91-452-258 8999 वेब/Website: www.nhai.gov.in ई-मेल/E-mail: romadurai@nhai.org



# NHAI/15018/4.6/16/2023/RO Madurai/E:213144/1349

03<sup>rd</sup> August, 2023

# INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, त्रिची - Trichy - Madurai section of NH 45B (New NH38) - Permission for laying of 12.75'' (324mm)/125mm MDPE carbon steel pipeline with OFC cable in HDPE duct (40mm) along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 by M/s. IOCL CGD-Invitation of Public Comments - Reg.

प्रसंग: PD, Trichy Lr.No-NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2023/1381 dt.11.07.2023.

The proposal received from PD, Trichy vide Lr. No- NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2023/1381 dt.11.07.2023 there by requesting permission for laying of gas pipe line along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 by open trench & HDD method in the state of Tamil Nadu as proposed by Senior Manager (CGD), M/s. IOCL, Madurai.

Accordingly, as per Policy Guidelines issued by Ministry vide letter No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the application is being uploaded on public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

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

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

NEr5 M/m 20108/23

महेन्द्र मीना।MAHENDRA MEENA उप प्रबंधक (तक) |DY. MGR (Tech)

संलग्न: As above

# प्रतिलिपि:

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



भारतीय राष्ट्रीय राजमांगे प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) परियोजना कार्यान्वयन इकाई - तिरुच्ची / Project Implementation Unit - Trichy नं.6, (पुराना नं.44), पहली मंजिल, III - मेन रोड, पानेनगर, तिरुचिरापल्लि - 620 001 No. 6, (Old No. 44), Ist Floor, III-Main Road, Ponnagar, Tiruchirapalli - 620 001 दूर / Tele : +91-431 2482959 वेब / Web : www.nhai.org ई-मेल / E-mail : tri@nhai.org, trichynhai@gmail.com



NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2023/138/ July 11, 2023

To

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

- Sub: NHAI PIU, Trichy Trichy Madurai section of NH 45B (New NH38) -Permission for laying of 12.75" (324mm)/125mm MDPE carbon steel pipeline with OFC cable in HDPE duct (40mm) along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 by M/s. IOCL CGD - In principle approval – Requested - Reg
- Ref: 1. Senior Manager (CGD), M/s. IOCL, Madurai letter no. SRPL/CGD/ MDU/22/NH38/09/ dt.07.06.2023 (Received on 09.06.2023)
  - 2. Team Leader, M/s. Upham, Trichy, letter no. UPHAM&SAC/TM/NH-38/2023/1006 dt.26.06.2023

Sir.

The Senior Manager (CGD), M/s. IOCL, Madurai submitted proposal vide reference dt.07.06.2023 seeking permission for laying of City Gas Distribution (CGD) pipeline along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 for a total length of 1050m in Trichy – Madurai section of NH 38 (Old NH 45B).

The Team Leader, M/s. Upham, Trichy along with representative of 2. M/s. IOCL, Madurai conducted joint inspection and submitted their report 2<sup>nd</sup> cited above, has recommended the proposal subject to the following main conditions;

- Free flow of traffic on NH38 should be maintained while carrying out i. the work.
- In case of improper restoration after laying, BG shall be forfeited. ii.
- The works shall be carried out strictly as per the drawing submitted iii. by applicant
- All the existing utilities are to be checked and verified by applicant iv. before commencement of the work and ensure that no damage is caused to the existing utilities during the crossing at major intersections and along the road.
- No digging of the carriageway will be allowed and working pits, if any, v. shall be made outside the ROW.

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- vi. The avenue plantations, rain water harvesting system and boundary stones are not disturbed. Damages if any caused, shall be got rectified by the applicant.
- vii. NHAI has every right to cancel the permission given, without assigning any reason.
- viii. The applicant shall shift the OFC at an alternate location whenever NHAI make a request for the shifting of the same within 90 days from the receipt for which a fresh undertaking may also be obtained in stamp paper.
- ix. Wherever the live trees involved in the laying work of OFC and to be cut down only after obtaining permission from the Revenue Authority and valuation report from the forest department the trees to be cut in the presence of concessionaire / consultant

3. The laying gas pipeline along and across the road in the Trichy Madurai section of NH 38 as per the method detailed under:

Total length along the road -940Rm.

Total length across the road-110 Rm.

From km.123+900 to km.124+240 on LHS From km.124+240to km.124+470 on LHS

-340Rm (by Trench method)

- 230Rm (by HDD method)

From km.123+900 to km.124+470 onRHS Road Crossing Grand Total length

- 370 Rm (by HDD method) -<u>110Rm</u> (by HDD method) - 1050 Rm

4. The applicant has proposed laying of gas pipeline along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 for a total length of 1050m with dia of pipe indicated therein:

	From	То	Length	Side	Dia	
S.No.		-	in		of	Laying of
			meter		pipe	methodology
1	123.900	124.240	340	LHS	489	Open trench
2	124.240	124.470	230	LHS	489	HDD
3	124.470		110	Crossing	489	HDD
4	124.470	124.840	370	RHS	489	HDD
	Total		1050			2

a) NHAI shall not levy any charges from IOCL and its agencies for laying new gas / petroleum pipelines along and across National Highways in National Highways ROW in terms of para. (III) (2) (b) of Memorandum of Understanding entered between Indian Oil Corporation and National

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Highways Authority of India on 07.06.2022. Hence license fees has not been levied.

b) For laying of pipeline the amount of performance BG has been calculated in line with the MoRT&H policy guidelines dt.22.11.2016 as detailed below:

Total area of land to be utilized (Route meter)		1050 Rm
upto 1000mm dia – Rs.250/- Rate of performance BG Amount (1050*250)	7 2	Rs.250/- Rs.2,62,500/-
(Crossing per kmRs.1,00,000/-)	8	

 Crossing at km.124/470
 Rs.1,00,000/ 

 Total
 Rs.3,62,500/

Performance BG towards restoration charges for Rs. 3,62,500/- as per Ministry circular shall be furnished by the applicant and the confirmation of BG shall also be obtained from the respective branch as per NHAI guidelines before entering into the agreement.

In view of the above, the proposal submitted by Senior Manager (CGD), M/s. IOCL, Madurai vide reference dt.07.06.2023 seeking permission for laying of City Gas Distribution (CGD) pipeline along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 for a total length of 1050m, may be considered for according in-Principle approval.

Yours faithfully,

Encl: Proposal – 3 Nos. (2 Original – 1 Copy)

(M. Ganesh Kumar) DGM (T) & Project Director

Copy to:

- The Team Leader, M/s. Upham, Trichy for information.
- Senior Manager (CGD), M/s. IOCL, Madurai for information



### **CERTIFICATE**

Certified that, the proposed laying of underground Optical Fibre cable (OFC) is confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dt.22.11.2016

Certified that, any other location of the underground Optical Fibre cable (OFC) would be extremely difficult and unreasonable costly and the installation of gas 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., There is no proposal pending for 6 laning.

(M. Ganesh Kumar) DGM (T) & Project Director PIU - Trichy

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### CERTIFICATE

Certified that, necessary entries have been made in the Register of permissions accorded for laying of City Gas Distribution (CGD) pipeline (public utility service) along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/470 for a total length of 1050m in Trichy – Madurai section of NH 38 respectively at Page no. 68 in S. no. 10

al [ [1] [2)

(M. Ganesh Kumar) DGM (T) & Project Director PIU - Trichy

29749/2023/PIU\_TRICHY UPHAM INTERNATIONAL CORPORATION Jv With SA INFRASTRUCTURE CONSULTANTS PVT. LTD.

# NH-45B, Trichy - Madurai, No:5, Sakthi Nagar, 9th Cross, Karumandapam, Trichy - 620 001. Ph : 0431 3560737 E-mail: uphamsacnh45b@gmail.com

# UPHAM & SAC/TM/NH-38/2023/1006

# Date:26.06.2023

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The Deputy General Manager (Tech) & Project Director,
National Highways Authority of India,
Office of the Project Director, PIU-Trichy,
New No.6 (Old No.44), First Floor,
III - Main Road, Ponnagar, Tiruchirappalli - 620 001

NHAL PIL	, TRICHY
DATE 2 A	11IN 2023
DIARY No	2483
PD	wh

- **Project:** Consultancy services for Supervision Consultants of Operation & Maintenance of Four Laning of Trichy Bypass -Tovarankurichi - Madurai section of NH-38 from Km.0/000 to Km.124/840 in the State of Tamil Nadu.
- Subject: NHAI/PIU-Trichy Issue of Permission for laying of City Gas Distribution (CGD) Pipeline (public utility service) with OFC cable through HDPE duct (40mm) along from km.123+900 to km.124+470 on LHS & km.123+470 to km.124+840 on RHS and Crossing at Km.124+470 of Trichy-Madurai section of NH-38 - Report Submitted - Reg.
- Ref: 1.NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2023/1195 dt. 15.06.2023 2.SRPL/CGD/MDU/22/NH38/09 dt.07.06.2023

# Dear Sir,

To

With reference to the above subject and vide ref.2 cited, the proposal has submitted by M/s. Indian Oil Corporation Limited, Madurai seeking Permission for laying of City Gas Distribution (CGD) Pipeline (Public utility service) with OFC cable through HDPE duct (40mm) along from km. 123+900 to km.124+470 on LHS & km.123+470 to km.124+840 on RHS and Crossing at Km.124+470 of Trichy-Madurai section of NH-38.



In this context, the site has jointly inspected by the Supervision Consultant along with Indian Oil Corporation Limited, Madurai representative and checked the site feasibility as well as drawing as per the Ministry Policy Guidelines No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and furnishing the comments/observations as follows,

- 1. The applicant has M/s. Indian Oil Corporation Limited, Madurai has submitted the proposal for seeking permission for laying of Public Utility- "City Gas Distribution (CDG)" Carbon Steel of 12.75" (324mm)/125mm MDPE carbon steel Pipeline with OFC cable in HDPE duct(40mm) along of Trichy Madurai section of NH 38 (Old NH no. 45B).
- 2. The Proposed Carbon Steel and MDPE Pipeline with OFC along NH 38 from location Km.123+900(near Dwarka Palace) to Km.124+470 (@SivaGangai junction) on LHS and 123+470(@ sivagangai junction) to km.124+840(Project End point) on RHS and crossing at km.124+470(@SivaGangai junction) of the Project Indexay.

UIC Head Office : 1101B, 11th Floor, Tower A-II, Ansal Corporate Park, Plot No:7A/1, Sector-142, Noida - 201 Sector-142, Tele : +91-120 6148098 QECPL Head Office: 51-C, Dayanand Marg, Allahabad, UP, India. Tel.:0532 2421941 E-mail : quest\_international@rediffmail.com 3. The proposed Public Utility "City Gas Distribution (CGD)" Pipeline layout drawing is enclosed from km. 123+900 to km.124+470 on LHS & km.123+470 to km.124+840 on RHS and Crossing at Km.124+470 and verified.

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4. The details as furnished below comes under Trichy - Madurai section of NH -38.

Total length along the road - 940Rm. Total length across the road - 110 Rm.

 From km. 123+900 to km.124+240 on LHS - 340 Rm (by Trench method)

 From km. 124+240to km.124+470 on LHS - 230 Rm (by HDD method)

 From km. 123+900 to km.124+470 on RHS - 370 Rm (by HDD method)

 Road Crossing
 - <u>110 Rm</u> (by HDD method)

 Grand Total length
 - 1050 Rm

In this regard, the above proposal is hereby recommended with the following conditions,

- 1. The entire pipe line laying works should be at the Extreme edge of NH-ROW as per the approved layout drawings.
- 2. The laying of pipe line along the road should be at the depth of minimum 1.65mbelow the ground level.
- 3. All crossing of pipe line should be done HDD method only at a minimum depth of 2.5m to 3m below the ground level.
- 4. No digging of MCW/Service Road/Avenue Road should be allowed.
- 5. No damage to the existing highway, road furniture's and other existing utilities. If any damages occurred to the Highway properties, the applicant shall restore at their own risk and cost.
- 6. Free flow of traffic should be maintained while carrying out the work.
- 7. Proper safety precautionary measures should be made available at site till the completion of work.
- 8. The work has to be carried out as per the approved drawing, methodology should be strictly followed as per the direction of NHAI/Supervision Consultant. If any deviation in the approved drawing should be informed to NHAI and get approval before execution of work.
- 9. Necessary permissions/Clearances and undertakings has to be carried out before commencement of work.
- 10. During the execution of work, utmost care should be taken and not to cause any damages to the road properties such as existing utilities (EB Lines, Water Line, OFC etc.,) drains, service roads, shoulders, sign boards etc.,
- 11. In case of any defects found, the bank guarantee will be forfeited  $a_{/}$  appropriate action would be taken.
- 12. Shifting of such pipe line shall be done by the Concern department with their own risk and cost as and when required by the NHAI for any improvement works in future.
- 13. Excavation work shall be carried out as per the instructions of concerned NHAI/consultant Representatives.



- 14. While Carrying work the Existing Avenue Plantation should be protected. If any damages occurred applicant should be restored 1:10 ratios of Plantation at their own cost.
- 15. During rainy season, extra care shall be taken to the excavated portions.
- 16. Necessary sign boards have to be provided in the working zone areas.
- 17. The excavated earth should be properly filled and consolidated to same condition as it was before digging.
- 18. All the construction work should be carried out as per MORTH specification and IRC/IS/policy guidelines.

Hence, the proposal of the laying of Public Utility "City Gas Distribution (CGD)" Carbon Steel MDPE Pipe line with OFC along and across in Trichy - Madurai section of NH38 may be considered for approval, the original proposal of the same is also enclosed herewith for further action.

This is for your kind information.



Team Leader Cum Senior Highway Engineer Upham with SAC, Trichy. Encl: 1. Original Proposal Book.

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग क्षंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) परियोजना कार्यान्वयन इकाई - तिरुच्ची / Project Implementation Unit - Trichy नं.6, (पुराना नं.44), पहली मंजिल, III - मेन रोड, पानेनगर, तिरुचिरापल्लि - 620 001 No. 6, (Old No. 44), Ist Floor, III-Main Road, Ponnagar, Tiruchirapalli - 620 001 दूर/Tele: +91-431 2482959 वेव/Web: www.nhai.org ई-मेल/E-mail: tri@nhai.org, trichynhai@gmail.com



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NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2023///95 June 15, 2023

To Team Leader, M/s.UPHAM International Corporation, (NH 38) No.5 – Sakthi Nagar, 9<sup>th</sup> cross, Karumandapam, Trichy – 620001

M/s. Util and Const NSI-45B Inward Date:...a

Sub:NHAI – PIU, Trichy - Trichy – Madurai section **REFEVASE (New NH38)** Permission for laying of a Public Utility – City Gas Distribution (CGD) 12.75" (324mm)/125mm MDPE carbon steel pipeline with OFC cable in HDPE duct (40mm) along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/870 – Report sought for - Reg.

Ref: Senior Manager (CGD), M/s. IOCL, Madurai letter no. SRPL/CGD/MDU/22/NH38/09/ dt.07.06.2023 (Received on 09.06.2023)

Sir,

Please find enclosed herewith the copy of proposal of Senior Manager (CGD), M/s. IOCL, Madurai, vide letter dt.07.06.2023 requesting Permission for laying of a City Gas Distribution (CGD) 12.75" (324mm)/125mm MDPE carbon steel pipeline with OFC cable in HDPE duct (40mm) along the road from km.123/900 to km.124/470 (LHS), km.124/470 to km.124/840 (RHS) and across at km.124/870 of Trichy – Madurai section of NH 38, for inspection and submission of report.

In this context, it is requested to examine the same advert to site condition, subsisting encumbrances of structures, trees, OFC etc., also with reference to Checklist and drawing and offer your comments in accordance with the Ministry circular dated 22.11.2016.

Encl: Proposal-1 No.

Yours faithfully. (M. Ganesh Kumar) DGM (T) & Project Director

Copy to:

- Senior Manager (CGD), M/s. IOCL, Madurai for information

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# इंडियन ऑयल कॉर्पोरेशन लिमिटेड

### दक्षिण क्षेत्र पाइपलाइन्स

एन्नोर - तिरुवल्लूर - बेंगलूर - पुदुच्चेरी - नागपट्टिनम - मदुरै - तूत्तिकोरिन पाइपलाइन एफ - 10, वरपदा, वसुधारा अपार्टमेंट, आण्डालपुरम, मदुरै- 625 003. टेलीपोन :

## Indian Oil Corporation Limited

**Southern Region Pipelines** 

Ennoor - Tiruvallur - Bangalore - Puducherry - Nagapattinam - Madurai - Tuticorin Pipeline F-10, Varapradha, Vasudhara Apartments Andalpuram, Madurai - 625 003. Tele :



पाइपलाइन्स प्रभाग Pipelines Division 🗕

### SRPL/CGD/MDU/22/NH38/09

To The Project Director, Office of the Project Director, National Highways Authority of India, Trichy.



Sub: Permission for laying of a Public Utility - City Gas Distribution (CGD) 12.75" (324mm)/125mm MDPE Carbon Steel pipeline with OFC cable in HDPE duct (40mm) along NH-38 of increasing Chainage from km 123/900 to km 124/470 (LHS), km 124/470 to km 124/840 (RHS) and Crossing(110mtr) at km 124/470 – Total length of 1.05Km

Dear Sir,

M/s Indian Oil Corporation Limited, a Government of India Undertaking is operating about 15000 KMs of cross-country pipelines for transporting petroleum products, Natural gas and Liquefied Petroleum Gas (LPG) across the country. Under Southern Region Pipeline network, IOCL is operating 05 no. of petroleum pipelines, covering 1125 Km of pipeline network, catering the needs of Tamilnadu, Karnataka & Andhra Pradesh.

Government of India is in the process of promoting Natural gas consumption in the sectors of Transportation, Industrial, Commercial and Domestic for the economic growth of the country. Petroleum and Natural Gas Regulatory Board (PNGRB) vide its letter reference no. PNGRB/Auth/CGD(63)/2021/11.50 dated 23.03.2022, has authorized IOCL for laying, building and operating CGD network in Madurai Geographical area consisting of Madurai, Virudhunagar & Theni districts. Now, IOCL is in the process of laying steel pipelines along with OFC duct for supplying gas from Trunk line to Charge areas along the roads. The proposed steel pipeline/ 125mm MDPE and OFC duct traverses along NH-38 of Chainage from km 123/900 to km 124/470 (LHS), km 124/470 to km 124/840 (RHS) and Crossing(110mtr) at km 124/470 – Total length of 1.05Km.

The proposed pipeline is Carbon steel pipe (API 5LX52Q PSL-2G grade), 12.75" (324mm) diameter and 6.4mm wall thickness, 3-layer polyethylene coated. Along with that, 125mm MDPE and OFC cable in HDPE duct of 40 mm will be laid in the same trench.

The pipeline along with OFC duct is proposed to be laid along the National Highways by open cut method along the NH-38 of increasing Chainage from Km 123/900 to Km 124/470 (LHS), Km 124/470 to KM 124/840 (RHS) and Crossing(110mtr) at KM 124/470 from by open cut method

Page 1 of 2

रजिस्टर्ड क्रयालय : जी - ९, अलि यावर जंग मार्ग, बन्द्रा (पूर्व), मुम्बुई - ४०० ०५१

Regd. Office : G - 9, Ali Yavar Jung Marg, Bandra ( East ), Mumbai - 400 051.

at the extreme end of ROW without touching the Black Top and HDD method is used during crossing of Road as per requirement on Left hand side (LHS). Adequate emphasis will be focused on safety besides ensuring no disturbance to the section, ongoing traffic and environment. The pipeline design and construction shall conform to all statutory norms, standards and practices as laid out in OISD- 226, International standard ASME B 31.8 etc. The laying of OFC cable adjacent to the pipeline is for operating Supervisory control and data acquisition for pipeline operation and maintenance alone and not for commercialization. The OFC cable will be laid along with the pipeline for usage within the organization only.

As per MoU between M/s IOCL and M/s NHAI dated 07.06.2022, in respect of laying new Gas line along NHAI, NHAI shall not levy any charges from IOCL. Also, NHAI shall issue NOC to IOCL for laying gas pipeline in NHAI ROW in 60 days from date of formal application by IOCL.

The following documents are enclosed along with this application to facilitate in according permission for laying gas pipelines.

- i) Authorized Signatory Annexure-I
- ii) PNGRB authorization letter Annexure-II
- iii) Standard trench Drawing for open cut Annexure-III
- iv) HDD model drawing Annexure-IV
- v) Laying Methodology Annexure-V
- vi) Indemnity Bond Annexure-VI
- vii) License deed Annexure-VII
- viii) Undertakings I Annexure-VIII
- ix) Road plan Annexure-IX
- x) MoU copy between M/s IOCL and M/s NHAI Annexure-X

It is requested to kindly accord permission for laying of Steel pipeline for CGD network along the above-mentioned National Highway.

Thanking you.

Yours faithfully, (Manila M) Senior Manager (CGD), Madurai

M. MANILA / एক. 'সলিশ্যে Sr. Manager (CGD) / বহিন্দ দেবলক (নীসীৱী) Indian OII Corporation Limited ইণ্ডিয়ন আঁযনে কঁম্যইয়ল নিটাইক্ত Southern Region Pipelines City Gas Distribution Project Office F-10, Varapradha, Vasudhara Apartments, Andalpuram, Madural-03

### 08/06/2023, 11:30

729749/2023/PIU -TRICHY

Highway	NH45B [NH45B]
Name of Highway Authority	
Highway Administration Address	
Whether the Fuel Station is part of Rest-area complex	No
Name of Applicant/Oil Company	INDIAN OIL CORPORATION LIMITED
	Address: F10, Varapradha, Vasudhara apartments,
	Andalpuram, Madurai 625003, MADURAI (TAMIL NADU), PIN 625003
	Phn: 7013513309
	Email: cgdmdu@gmail.com
Application Category	Public Utility
Utility	Natural Gas
State	TAMIL NADU
Туре	New
	Permission for laying of City Gas Distribution pipeline along
Remarks	NH38 from Km.123/900 to Km to 124/470 (LHS), Km 124/470
	to Km. 124/840(RHS) and crossing at Km. 124/470
Submitted On	08 Jun 2023 11:29:06

M. MANILA / एस. मलिला Sr. Manager (CGD) / বাইন্ড प्रबंधक (सीजीडी) Indian Oll Corporation Limited ইতিয়ল আঁমল ক্ষাঁথাইয়ল লিনিইন্ড Southern Region Pipelines City Gas Distribution Project Office F-10, Varapradha, Vasudhara Apartments, Andalpuram, Madural-03

### 08/06/2023, 11:30 729749/2023/PIU -TRICHY

MoRTH Utility Portal

	4050
1. Length in Meters *	1050
2. Width of available ROW	
I. Left side from center line towards increasing chainage OR km direction *	38-55
II. Right side from center line towards increasing	38-55
chainage OR km direction *	
3. Proposal to lay the utility	
. Left side from center line owards increasing chainage OR km direction *	Ch.123/900 km to Ch 124/470 km ( 0.5mtr from extreme end of the RoW)
I. Right side from center ine towards increasing chainage OR km direction *	Ch.124/470 km to Ch 124/840 km ( 0.5mtr from extreme end of the RoW)
I. Proposal to acquire the land	
. Left side from center line *	NA
I. Right side from center ine *	NA
5. Whether proposal is in the name side where land is not o be acquired *	Yes
f not then where to lay the able *	NA
. Details of already laid ervices if any along the proposed route *	NIL
. Number of Existing lanes	4 Lane
. Proposed number of anes *	4 Lane
. Service road Exists * DGM (1) & PROJECT NATIONAL HIGHWAYS AUT	DIRECTOR Yes

10. Proposed Service road	
Left side from center line	NA
Right side from center line	NA
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway *	NA
12. Whether carrying OFC	
Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *	NA
13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line	YES - One Road Crossing by HDD at Ch. 124/470km.
I. Whether the existing drainage structures are allowed to carry utility pipeline. *	NA
I. Is it on a line normal to NH? *	Yes
II. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the ninimum distance being 15 ntrs. *	20.00
DGM (T) & PROJECT DIRECT NATIONAL HIGHWAYS AUTHORITY	TOR १ में जिस अग्र के जिस अग

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F-10, Varapracha, Vasudhara Apartments, Andalpuram, Madura§941

/2023, 11:30 9/2023/PIU -TRICHY	MoRTH Utility Portal
IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier	NA. Crossing shall be done by HDD ( Trench less Method)
pipe/cable Mention type of casting. *	
/. Ends of the casing/conduit pipe shall be cealed from outside, so that s does not act as a drainage oath *	NA
/I. The casing/conduit pipe hould be as minimum xtend from drain in cuts be of slope in fills. *	NA
II. The installation of asing pipe shall be as per ttachment-1 of Ministry's buidelines dated 22.11.2016	NA
'III. Mention the nethodology proposed for rossing of road for the roposed sewerage / gas	
ipeline crossing shall be oring method (HDD) Frenchless Technology) pecially where the existing oad pavement is of cement	Crossing shall be done by HDD ( Trench less Method)

9/2023/PIU -TRICHY	
V. Where land strip for utility corridor can't be	
conveniently earmarked	
(available ROW restricted to	
the toe of the embankment)	YES
for laying of cable/ducts, the	
permission may be refused.	
*	
15. Document/Drawings	Yes
enclosed with the proposal *	Tes
. Cross section showing the	
size of trench for open	
renching method (is it	Enclosed
normal size of 1.2m (min.)	
leep x 0.3 wide) *	
. Cross section showing	
he size of pit and location	Enclosed
of cable for HDD method *	
I. Strip plan/ Route plan	
howing the OFC, Chainage	
vidth of ROW, distance of	a piece of the second se
roposed, cable from the	Enclosed
dge of ROW, important mile	
tone, intersections, cross	and the second
rainage works etc. *	
/. Methodology of laying of	Opencut/HDD
e Utility Pipeline/OFC *	Opencumbb
Open trenching method	
nay be allowed in utility	
prridor only where	
avement is neither cement	As per drawing enclosed. The trench will
oncrete nor dense	be restored to its original condition.
tuminous concrete type) If	
s what is the Methodology	
refilling of trench *	M. MANILA / एस. माने Sr. Manager (GGD) / चरिष्ट प्रबंधक
DGM CO & PROJECT DIR	7 Indian Oil Corporation Limi
NATIONAL HIGHWAYS AUTHOR	Southern Region Pipeline City Gas Distribution Project C

6/2023, 11:30 <b>49/2023/PIU -TRICHY</b>	MoRTH Utility Portal	
I. Where the ROW is more		
than 45 M then the duct cable shall be laid at the		
edge of right of way within	YES	
the utility corridor of 2 M		
width, duly keeping in view		
the future widening. *		
II. Where land is yet to be		
acquired for 4 laning and the		
position of new carriageway		
has been decided then the cable shall be laid at the		
edge of right of way within	YES	
the utility corridor of 2 M		
width, on that side of		
existing carriageway where		
extra land is not proposed to be acquired for 4 laning. *		
III. Where the widening plan for 4 laning is not yet		
decided and available ROW		
is around 30 M or less, a		
judicious decision would		
need to be taken for	YES	
permitting the laying of cable/duct. This could be	TES	
within 1.5 M to 2m of utility		
corridor at the edge of		
existing ROW, duly keeping		
in view the possible		
widening plans. *		
IV. Where ROW is restricted		
and adequate only to accommodate the		
carriageway, central verge,		
shoulders and drains (e.g.	YES	
Highways in cutting through	H- WELLA / UT.	
hilly/rolling terrain), the	DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA	n i-
cable shall be laid clear of	PIU-TRICHY - 620 001.	nat

6/2023, 11:30 <b>49/2023/PIU -TRICHY</b>	MoRTH Utility Portal
(a) The trench width should be at least 30 cms but not more than 60 cms 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 cms. It shall consist of granular	
material, free of lumps, clods, cobbles and graded to yiled firm surface without sudden change in the bearing value, unsuitable soil and rock edges 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 cms, layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor density. Overfill shall be compacted to the same density as the material that has been removed. *	YES

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/2023, 11:30 9/2023/PIU -TRICHY	MoRTH Utility Portal
(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. *	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 owing the utility line. *	YES
VI. Horizontal Directional Drilling (HDD) Method *	Yes , as shown in the drawing
/II. Laying OFC through CD Norks and Method of laying Whether to be hung outside parapet). *	NA
6. Draft license Agreement igned by two witnesses. *	NA. As per MoU dated 07.06.2022 , clause no.2(b) , license fee is not applicable for IOCL
The license fee estimate as per Ministry's guidelines asued vide circular no. RW/NH/33044/29/2015/S&R ated 22.11.2016. *	NA. As per MoU dated 07.06.2022 , clause no.2(b) , license fee is not applicable for IOCL
7. Whether Performance Bank Guarantee is as per finistry's guidelines issued ide circular no. 2W/NH/33044/29/2015/S&R, ated 22.11.2016. *	Yes
Confirmation of BG has M.	ECT DIRECTOR Yes

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Damage to other utility, if damage then to pay the losses either to NHAI or the concerned agency. * b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. * c) Undertaking Confirming all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and claims *	Yes Yes
Iosses either to NHAI or the concerned agency. * b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. * c) Undertaking Confirming all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and	Yes
concerned agency. * b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. * c) Undertaking Confirming all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and	
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when asked by MoRTH. * c) Undertaking Confirming all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and	
c) Undertaking Confirming all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and	Yes
all standard condition of Ministry's guidelines. * d) Undertaking for indemnity against all damages and	Yes
Ministry's guidelines. * d) Undertaking for indemnity against all damages and	Yes
d) Undertaking for indemnity against all damages and	
against all damages and	
	Learning Control of Co
claims *	Yes
	ĸ
e) Undertaking for	
management of traffic	
movement during laying of	Yes
utility line without hampering the traffic *	
f) Undertaking that if any	and the second se
claim is raised by the concessionaire/ contractor	Yes
then the same has to be	
paid by the applicant. *	
g) Undertaking that prior	
approval of the NHAI shall	the second se
be obtained before	
undertaking any work of	Yes
nstallation, shifting or	100
epairs, or alteration to the	
itility located in the National	
lighway Right of Ways. *	M. MANILA / UR.

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49/2023/PIU -TRICHY	MORTH Utility Ponal
h) Undertaking that expenditure is any incurred	
by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *	Yes
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no.	Yes
RW/NH/33044/29/2015/S&R dated 22.11.2016 *	
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *	Yes

00/00/0000 44.00

I) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time us will be stipulated by NHAI for future six laning or/any other development

19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *	Senior Mangaer (CGD) ,Madurai
20. The Power of Attorney is in favour of authorized signatory? *	Yes

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H: Jour 1-1-DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PIU-TRICHY - 620 001.

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Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	MADURAI	NH45B [NH45B] (0.000-264.000) From Km: 0 To Km: 264	Chainage Point: 123.9 Lat: 9.934 Lng: 78.169	Chainage Point: 124.84 Lat: 9.926 Lng: 78.169	View

		Documents		
Sno	Stage	Document	Mandatory	Action
1	Under Submission	Layout and Drawings	Yes	View
2	Under Submission	Any Other Supporting Document	No	View
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No	
4	Under Submission	Safety Clearance from Directorate of Electricity	No	
5	Under Submission	Safety Clearance from Chief Controller of Explosives	No	
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No	
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	
8	Under Submission	Safety Clearance from State/Central Pollution Control Board	No	-
9	Under Submission	Any Other Statutory Clearance as applicable	No	

	Applicable Fee Details							
Sno	Fee Head	Stage	Fee	Amount		Status M. MANILA / एस. सनिता		
1	Utility Fees	Technical	License Fees	202055.41	1	Sr. Manager (CGD) / वरिष्ट प्रबंधक (सीजी Indian Oil Corporation Limited इंडियन ऑयल कॉजीजल लिपिटेट		
		· ppiosa				City Gas Distribution Project Office F-10, Varapradha, Vasudhara		

Apartments, Andelpuram, Madurai-03

इंडियन ऑयल कॉर्पोरेशन लिमिटेड बक्षिण क्षेत्र पाइपलाइन्स एन्नोर - तिरुवल्लूर - बेंगलूर - पुदुच्चेरी - नागपट्टिनम - मदुरै - तूत्तिकोरिन पाइपलाइन एफ - 10, वरप्रदा, वसुधारा अपार्टमेंट, आण्डालपुरम, मदुरै- 625 003. देलीफोन :

# Indian Oil Corporation Limited

Southern Region Pipelines Ennoor - Tiruvallur - Bangalore - Puducherry - Nagapattinam - Madurai - Tuticorin Pipeline F-10, Varapradha, Vasudhara Apartments Andalpuram, Madurai - 625 003. Tele :

पाइपलाइन्स प्रभाग Pipelines Division SRPL/CGD/MDU/22/MISC/12

# TO WHOMSOEVER IT MAY CONCERN

# Sub: Power of Attorney of the Authorized Signatory

This is to certify that **Ms. M. Manila, SM(CGD)**, Southern Region Pipelines, Madurai is authorized to sign & submit applications on behalf of Indian Oil Corporation Ltd., Southern Region Pipelines for obtaining various permissions for establishing steel, MDPE and CNG network including but not limited to NH/NHAI, Railways, Municipal Corporation, PWD, Forest, Urban development authorities and similar Central & State Government Authorities in Madurai Geographical Area for City Gas distribution project (CGD project).

Specimen Signature:

M.Manila Senior Manager (CGD)

(Shailesh Tiwari) Executive Director Southern Region Pipelines

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रजिस्टर्ड कार्यालय : जी - ९, अलि यावर जंग मार्ग, बन्द्रा (पुर्व), मुम्बुई - ४०० ०५१ Regd. Office : G - 9, All Yavar Jung Marg, Bandra ( East ), Mumbai - 400 051. इंडियनऑयल

IndianOil

Date:05.07.2022

Annexure .II

23<sup>rd</sup> March, 2022



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड Petroleum and Natural Gas Regulatory Board प्रथम-तल,वर्ल्डट्रेडसेंटर,बाबररोड,नयीदिल्ली110001 1<sup>st</sup> Floor, World Trade Centre, Babar Road, New Delhi – 110001 फैक्सनं/.Fax No. 91 11 23709151; E-mail: contact@pngrb.gov.in

PNGRB/Auth/CGD(63)/2021/11.50

То

Shri S. K. Sharma Executive Director (CGD) Indian Oil Corporation Limited Pipeline Division, A-1 Udyog Marg, Sector-1 Noida- 201301 Uttar Pradesh

### Subject: Grant of Authorization to Indian Oil Corporation Limited for development of City Gas Distribution Network in the Geographical Area of Madurai, Theni and Virudhnagar districts

Sir,

With reference to submission of Performance Bank Guarantee for Rs. 50 crore vide your letter dated 16.02.2022, as per the requirement under Regulation 10 (1) of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, please find enclosed authorization in Schedule D for the GA of Madurai, Theni and Virudhnagar districts in duplicate.

2. You are requested to put your stamp & signature on each page of the document and return one copy, within 7 days of receipt of this communication, to the PNGRB for records.

3. The enclosed authorization issues with the approval of the Board.

Yours faithfully

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(Vandana Sharma)

Secretary Gran and / VANDANA SHARMA alba / Sociatery To form one amplifier the inference and Potroloum & Notice the Regulatory Board Secretary for Floer, World Trade Contro, and Sty, of Need-Hocos Data Read, New Dethi-110001

**Encl:** As above

### Schedule D

Grant of authorisation for laying, building, operating or expanding CGD network

То

Shri S. K. Sharma Executive Director (CGD) Indian Oil Corporation Limited Pipeline Division, A-1 Udyog Marg, Sector-1 Noida– 201301 Uttar Pradesh

Subject: Grant of Authorization for laying, building, operating or expanding CGD network in the authorized area of Madurai, Theni and Virudhnagar districts in the State of Tamil Nadu under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008

Sir,

With reference to your application-cum-bid for grant of authorisation for laying, building, operating or expanding the City Gas Distribution (CGD) network in GA-11.50 Madurai, Theni and Virudhnagar districts in the State of Tamil Nadu, it has been decided to grant you the authorisation subject to the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008 and the following terms and conditions, namely:-

1. The Authorised Area for laying, building, operating or expanding the proposed CGD Network shall cover the following Charge Areas, as depicted in indicative and not to scale drawing or map,

S. no.	<b>District Name</b>	Charge Area Name
1		Melur, Madurai East, Madurai North, Madurai South & Madurai West
2	Madurai	Kalligudi, Thirumangalam & Thirupparankundram
3		Usilampatti, Peraiyur & Vadipatti
4	<b>751</b> ·	Bodinayakanur, Periyakulam & Theni
5	Theni	Andipatti & Uthamapalayam
6		Kariapatti & Tiruchuli
7	1.71 11	Aruppukkottai
8	Virudhnagar	Virudhunagar, Rajapalayam & Srivilliputhur
9		Sattur, Sivakasi, Vembakottai & Watrap

Annual Control of Annual States Annual Control Control Annual Control Control Annual Control Annual Control Annual Control Annual Control Annual Control Annual Control 2. The activities of laying, building, operating or expansion of the CGD Network shall commence immediately after the issuance of this authorisation.

3. The activities permitted above shall have to be completed as per the work programme mentioned below, namely: -

Serial Number	Description of work	Numbers
1	Number of CNG Stations (Online and Daughter Booster stations) to be installed within 8 contract years from the date of authorisation	201
2	Number of domestic Piped Natural Gas connections to be achieved within 8 contract years from the date of authorisation	2846696
3	Inch-km of steel pipeline to be laid within 8 contract years from the date of authorisation	2001

The entity shall be required to achieve the year-wise work programme within 8 contract years as per details given below:

PNG Cor (cumu			itations lative)	Inch-km of steel pipeline (cumulative)		
By the end of contract year	% of work program	By the end of contract year	% of work program	By the end of contract year	% of work program	
1 <sup>st</sup>	Nil	1 <sup>st</sup>	Nil	1 <sup>st</sup>	5	
2 <sup>nd</sup>	10	2 <sup>nd</sup>	15	2 <sup>nd</sup>	20	
3rd	20	3rd	30	3rd	40	
4 <sup>th</sup>	30	4 <sup>th</sup>	45	4 <sup>th</sup>	60	
5 <sup>th</sup>	40	5 <sup>th</sup>	60	5 <sup>th</sup>	70	
6 <sup>th</sup>	60	6 <sup>th</sup>	75	6 <sup>th</sup>	80	
7 <sup>th</sup>	80	7 <sup>th</sup>	90	7 <sup>th</sup>	90	
8 <sup>th</sup>	100	8 <sup>th</sup>	100	8 <sup>th</sup>	100	

4. Any failure on the part of the entity in complying with the milestones prescribed in the work programme shall lead to consequences as specified under regulation 16.

5. The entity shall design and install an optimal size of the infrastructure in terms of pipelines of various types including steel belting of the authorised area, online compressors of adequate capacity for compressing of natural gas into CNG, allied equipment and facilities in the CGD network depending upon the potential demand for natural gas. The infrastructure in the CGD network should be adequate to maintain uninterrupted flow of

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natural gas in the pipelines and be also able to maintain supplies at adequate pressure to online CNG stations.

6. The entity shall maintain an uninterrupted supply of natural gas to all categories of customers in the CGD network. In the event of any disruption in the supply of natural gas in the CGD Network, first priority shall be accorded to restoration of supplies to domestic PNG customers. In case of disruption of supply to domestic PNG customers for more than twelve hours, the entity shall compensate the domestic customer on the following manner, namely: -

- (a) the normative volume of natural gas consumption for the first domestic PNG connection for cooking requirements based on last three months weighted average consumption per day to be applied for each day's disruption and multiplied by ten;
- (b) normative value of natural gas consumption shall be based on last three months' weighted average billing price of natural gas for supplies to the first domestic PNG connection for cooking requirements; and
- (c) the value of compensation shall be equal to normative volume of natural gas consumption as per clause (a) above multiplied by normative value as per clause (b) and shall be adjusted by allowing a credit to the domestic PNG Customer in the next billing cycle or in the next pre-paid smart card in case of smart card metering.

In case the disruption of supplies is attributed to any fault of the domestic PNG customer, no compensation shall be payable by the entity.

7. The entity is allowed an exclusivity period under the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, in respect of the following, namely:

- (a) **300** months from the date of issue of this communication for laying, building and expansion of the CGD network; and
- (b) 96 months from the date of issue of this communication in terms of an exemption from the purview of common carrier or contract carrier for the CGD network:

Provided that the entity meets the obligations in line with the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008:

Provided further that the period of exclusivity allowed under sub-clause (a) or sub-clause (b) may be terminated before the expiry of the period mentioned above in line with the

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Teleform of a strained of a bitrainers with Peleologist & historial Gas Regulatory Goard francis, Teleform Control, 1 at Fleor, World Trade Contro, with Star, The Reed-Haros Babar Road, blaw Dathi-110001 provisions under Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008.

8. The authorised entity shall be required to take prior approval from the Board for creation of any lien, charge or hypothecation of the CGD network to secure finances for the project and furnish details of utilisation of funds. And, in case of raising funds from any financial institution or bank, the entity will be required to only inform the Board of the sanction of the funds within a period of seven days.

9. The entity shall submit a detailed and clear financial closure report to the Board within a period of two hundred and seventy days from the date of authorisation issued by the Board under regulation 10.

10. The entity shall publish on its website the transportation rate for CGD and transportation rate for CNG in the authorised area as per the following table namely: -

Serial Number	Description	Rate
1	Transportation rate for CGD - in rupees per million British Thermal Unit (Rs./MMBTU) for the first contract year	30
2	Transportation rate for CNG - in rupees per kilogram (Rs. /kg) for the first contract year	2
Note - Ar	nnual escalation shall be considered from the second contract yes	ar and onwards
based on	the "Wholesale Price Index (WPI) Data (2011-12 = 100)" for	r "All Group /
Commodi	ty", as normally available on the website of the Office of the Eco	nomic Adviser,
Governme	ent of India, Ministry of Commerce and Industry, Department of India	ndustrial Policy
and Prom	otion (DIPP) on the link "http://eaindustry.nic.in/home.asp."	

11. The entity shall publish the applicable retail selling price of PNG for all categories of customers and also for the purpose of invoicing in Rs. / MMBTU.

12. The entity shall publish and display the retail selling price of natural gas for the purpose of invoicing to CNG customers in Rs. / Kg at all natural gas dispensing stations.

13. The furnishing of performance bond of Rs. 500 Million is a guarantee for timely commissioning of the project as per the prescribed work programme in the bid and for meeting the service obligations during the operating phase of the project.

14. The entity shall comply with the applicable provisions under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, relevant regulations for technical standards and specifications, including safety standards, any other regulations as may be applicable and the provisions of the Act.

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Technic and an free was inference and inference when the Regulatory Board is Right, when a regulatory Board may use on the Parkies, may use on the Parkies, Dated Secol, New Dates (1900) 15. In case the authorisation of the entity is terminated, the Board may assign the rights and obligations of the entity to any agency or another entity on such terms and conditions, as it may deem fit. Further, the entity may be required, as per the directions of the Board, to continue the operations of the CGD network at the same level till another agency or entity appointed by the Board takes over the full control of the CGD network.

16. The entity shall comply with any other term or condition which may be notified by the Board in public interest from time to time.

You are requested to confirm your acceptance by filling-in the acceptance of the grant of authorisation provided below and return the same in original.

Yours faithfully

Dated: 23-03-2022

dana Sharmo

Name and Designation of Officer On behalf of the PNGRB

Official Seal

# Acceptance of the Grant of Authorisation

I / We hereby accept the grant of authorisation issued by the PNGRB vide letter ref. PNGRB/Auth/CGD(63)/2021/11.50 dated \_\_\_\_\_\_ and agree to comply with all the terms and conditions subject to which I/ We have been granted the authorisation for laying, building, operating or expanding city or local natural gas distribution network in the authorised area of GA-11.50 (Madurai, Theni and Virudhnagar districts) in the State of Tamil Nadu.

Date:

Place:

Signature of the Entity or Authorised Signatory Name and Official Seal

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Width (Total dia in mm) Laying Length (in mm) (Along NH38) m)		489 LHS Open cut 340	+	sing	DOH	
HDPE dia (in mm)		40	40	40	40	
MDPE Diametre of pipeline (in mm)		125	125	125	125	
Steel Pipeline dia (in mm)		324	324	324	324	
lage	To	124.240	124.470	124.470	124.840	
Chainage	From	123.900 124.240	124.240 124.470	124.470 124.470	124.470	
S.No		1	2	ŝ	4	

M. MANILA / एम. मनित्ता Sr. Manager (CGb) / मनिर प्रवासक (सीजीडी) Indian Oil Corpotation Limited इंडियन ऑरल्स नॉर्फ, with (सोसेट्ड इंडियन ऑरल नॉर्फ, with (सोसेट्ड इंडियन ऑरल नॉर्फ, via Southern Region Project Office Fr10, Varaprauna, Vesuchara Apatiments, Andalpuram, MaduraLos




## Methodology of Laying Pipes – Open Trenching & Trenchless (HDD)

## 1. Trenching Method:

Laying of Pipe along the mentioned route will be done by conventional method/manual and machine Trenching method. The Dimension of the Trench will be 1.5m in depth and 1.0m in width .The pipe laying work will be carried out in phased manner in such a way that after the Pipes are laid, the trench will be restored to its Original surface. Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 m, from top of pipe including getting out the excavated soil and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 500m.

## 2. Trench Filling Method:

As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling restoration of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 20cm when compacted by ordinary power roller/plate compacter. Special compaction equipment like plate compacter, frog hammer will be utilized besides ordinary power roller.

## 3. Trenchless Crossing: HDD Method

Horizontal Directional Drilling (HDD) is a Technique for installing product pipes, including utility lines, below ground using a surface-mounted drill rig that launches and places and drill string at a shallow angle to the surface and has tracking and steering capabilities. In recent years HDD has been the preferred methodology due to several government policies conducive to infrastructure growth. Major crossings on the Route will be done by Horizontal Directional Drilling method without disturbing the road surface. Slurry liquid used in HDD will be disposed -off at suitable locations.

(Manila M) Senior Manager (CGD), Madurai

> M.M.MANILA / एम. मनिला Sr. Manager (CGD) / বংডি प्रबंधक (सीजीडी) Indian Oil Corporation Limited इंडियन ऑयल वॉपरिशन लिमिटेड Southam Booton Pipelines City Gas Olenbuck o Project Office F-10, Varupradha, vasuthara L Apartments, Andalpuram, Madurai-03

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Or maintenance, thereof and against all claims, proceedings damages costs, charges and expenses whosoever 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.

M. MANILA / एम. मनिला Sr. Marinor (GGD) / दरिष्ट प्रबंधक (सीजीडी)

> Source - Saylan Picoless Source - Saylan Picoless City Cas Disclosion Project Office F-10, Vargi sobs Vacodhinte Apartments, Andalputam, U.dural-03

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முத்திரைத்தரச் விற்பனையாளர் 4ஏ, நடன கோபால் நாயகி 2வது தெரு கிருநகர் 5வது ஸ்டாப் மதுரை-625006 உரிமம் எண்.13/மதுரை தெற்கு/2021



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

Agreement to lay Underground Steel and MDPE pipelines with OFC along National Highway -NH -38 from Chainage KM 123/900 to KM 124/470 (LHS), KM 124/470 to KM 124/840 (RHS) and Crossing at KM 124/470 for Indian Oil Corporation Limited, Madurai City Gas Distribution project, Southern Region Pipelines by Open Cut method.

AN AGREEMENT made this...... day of......month of..... between the NATIONAL HIGHWAYS AUTHORITY OF INDIA (hereinafter called the "Authority" which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns of the one part and INDIAN OIL CORPORATION LIMITED, SOUTHERN REGION PIPELINES, MADURAI (hereinafter called the 'Licensee' which expression shall, unless excluded by or 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 increasing Chainage KM 123/900 to KM 124/470 (LHS), KM 124/470 to KM 124/840 (RHS) and Crossing at KM 124/470

WHEREAS, the licensee proposes to lay Steel & MDPE Pipelines along with OFC cable referred to as utility services in subsequent paras. Whereas the licensee has applied to the Authority for permission to

> M. MANILA / एम. मनिला er (CGD) / वरिष्ट प्रबंधक (सीजीडी) **SOIL Corporation Limited** इंडियन ऑपल क्वेंप्रेरे**शन लिमिटेड** Southein Region Pipelines

City Gas Distribution Project Office

F-10, Varapradha, Vasudhara

lay utility services from highway Chainage KM 123/900 to KM 124/470 (LHS), KM 124/470 to KM 124/840 (RHS) and Crossing at KM 124/470 for City gas distribution (CGD) project.

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 witness that, in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the licensee permission to lay utility services (underground Natural gas steel pipeline for City gas distribution network) as per the approved drawing attached hereto subject to the following conditions, namely;-

- RoW permissions are only enabling in nature. The purpose of extending the way leave facility on 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 and 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 side of the utilities laid by the first user subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all activities including but not limited to site identification, survey, design, Engineering, arranging finance, Project Management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- 4. The licensee shall pay license fees @ Rs\_\_\_\_\_/sqm/Month to the Authority. The licensee fee shall become payable from the date of handing over of RoW land the Licensee, for laying of utilities/ Cables/Conduits/pipelines for infrastructure/service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National highways, there shall be separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering in to 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 2.00m 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 carriage way, central verge, shoulders, slopes

M. MANILA / 한국, **मनिला** Manager (CCD) / 대한당 प्रबंधक (**सजिडि**) Indian Cil Corporation Limited संडेपन: अवल कॉर्पोल्शन लिमिटेड Southern Region Pipelines Oity Gas Distribution Project Office F-10, Verapracha, Vasudhara 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 structures, 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 case where RoW is restricted the utility services can be allowed beneath the carriage way of the service road if available, subject to the condition that the utility services be laid in concrete ducts, which shall be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it is also needs to ensure the maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with drainage of the road land and maintenance of the National Highways. Towards this the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provided for /landscaped with required safety measures as directed by the concerned authority.
- 11. The utility services shall be permitted to cross National Highways wither 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 Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the subgrade or the existing ground level whichever is lower subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in the attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly 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 pipe. Filling of the trench shall conform to the specifications contained herein below or as supplied by the Highway Authority.
  - a. 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



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bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

- b. The backfill shall be completed in two stages (1) side fill to the level of the top of the pipe (2) overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of Proctor density. Overall, shall be compacted to the same density as a material that has been removed consolidation by saturation or ponding will not be permitted.
- d. 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 the 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 works subsequent to laying of the cable shall be required to be undertaken by the licensee at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground a performance bank guarantee @Rs. -----per route metre/ Rs.----- Per Sq.m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the licensee to the Authority/ its designated agency as a security against improper restoration of ground in terms of filling/ unsatisfactory compaction damages caused to other underground installations/ utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the licensee failing to discharge the obligation of making good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 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 service within 90days (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 conditions at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities/ underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/ M. MANILA / एम. जीला

Manager (CGD) / अस्टि प्रबंधक (सीजीडी)

รได้เหา มีการ สำนัญสุด สิ่งได้เอ้ร Southam Region Pipelines City Gas Distribution Project Office F-10, Varapradha, Vasuchara

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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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the 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 authorized 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 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 atleast 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 concern agency in coordination 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 default exits. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.

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Sr. Manager

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- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/ road/highway land/ property, other than what is herein expressly granted. No use of NH RoW will be permitted for any 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 the utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to 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 the free access to the Site at all times to the authorized 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 coordination with the Authority has been obtained. Notwithstanding anything contained herein, this agreement may be cancelled at any time by the Authority for the 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 not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian Standards and follow the 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.

<u>Manager (CGD) / বৃষ্টিত प्रबंधक (सीजीडी)</u> Inchan Oli Ourporation Limited জুৱিবল আঁঘল ঘাঁগাঁইয়াল লিলিইভ Southern Region Pipelines City Gas Distribution Project Office F-10, Virtuaradha, Vasuchera

M. MANILA / एम. मनिला

- 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 the 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 the 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 conditions of this agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
- 43. For PPP projects, in case of any loss incurred by the respective project concessionaries 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 concessionaries. 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 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 ON BEHALF OF AUTHORITY.

BY SHRI

SIGNED ON BEHALL OF M'S INDIA OIL CORPORATION LIMITED (LICENSEE)
BY Ms. (CGD) I after particular United
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HOLDER OF GENERAL POWER OF ATTORNEY DATED
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EXECUTED IN ACCORDANCE WITH RESOLUTION NO.\_\_\_\_\_ DATED

PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON

IN THE PRESENCE OF (WITNESS):

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KM 123/900 to KM 124/470 (LHS), KM 124/470 to KM 124/840 (RHS) AND CROSSING AT 124/470 FOR INDIAN OIL CORPORATION LIMITED, CITY GAS DISTRIBUTION PROJECT, SOUTHERN REGION PIPELINES, MADURAL

- 1. Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai shall be responsible for safety of all other underground facilities, such as electric lines, pipe of water supply and gas sewage lines etc., during trenching.
- 2. The Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, 101 Madurai shall inform the concerned officer of NHAI appointed at least 15 days in 31111 advance before starting of work.
  - 3. The Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai shall not, without the prior permission in writing to the concerned officer of NHAI undertake any work of shifting, repairs or alternations to the laid Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai.
  - 4. NHAI shall not be responsible for any damage caused to the underground CGD pipeline or by any activity of NHAI on the permitted highway. The parties are agreed that the Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution,

Madurai is laying underground CGD NG pipeline across the permitted highway at its own cost.

- 5. The Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai shall make good excavated trench for laying underground CGD NG pipeline by proper filling and compaction, so as to restore the land in the same condition as it was before digging trench and shall clear the debris /loose earth produced from the execution of trenching to the satisfaction of NHAI.
- 6. In any accident occurs during the execution or completion of work by the agency, the complete responsibility will be fully on the head or agency.
- 7. The Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai agrees to abide by the directions of the concerned officer of NHAI appointed in accordance with the National Highways act 1956 and rules in force.
- 8. We do undertake that we will relocate service/ approach road/ utilities at our own cost notwithstanding the permission granter within such times as will be stipulated by NHAI.
- 9. Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai agrees not to damage to other utility. If damages then to pay losses either to NHAI or to the concerned agency.
- 10. We do indemnity against all damages.
- 11. We do if any claim is raised by the concessionaire, then the same has to be paid by the applicant.
- 12. We do expenditure, if any incurred by NHAI for repairing any damage caused to the NHAI by the laying, maintenance or shifting of the underground CGD NG pipeline will be borne by the agency owning the line.
- 13. Indian Oil Corporation Limited, Pipelines Division, City Gas Distribution, Madurai agrees if the NHAI considers it is 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.
- 14. Laying of underground CGD NG pipeline will not have deleterious effects of any of the bridge components and roadway safety for traffic.
- 15. For 6-laning "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 laning or any other development".



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- 16. All the restoration work will be carried out by Indian Oil Corporation Limited, Southern Region Pipelines, City Gas Distribution, Madurai up to the satisfaction of NHAI.
- 17. The Licensee shall make his own arrangement for crossing of cross drainage structures, 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.

Manila M)

# Senior Manager (CGD), Madurai

M. MANILA / एम. मनिला Sr. Manager (CGD) / বহিষ্ট দ্বৰ্থক (सीजीडी) Indian Dii Octooration Limited इंडिवेस সাহল কার্যাইয়ন লিমিটের Southern Region Project Office F-10, Varabrache, Vasudhara Apartments, Andalpuram, Madurai-03

× 11 Finexuse. Along National Highway - 38 Road from CH:KM.123/900 to KM.124/840 Proposed Steel Gas Pipeline



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## INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

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#### e-Stamp

Certificate No.	:	IN-DL43131039471235U	
Certificate Issued Date	:	07-Jun-2022 11:13 AM	
Account Reference	<b>:</b>	IMPACC (SH)/ dlshimp17/ SUPREME COURT/ DL-DLH	
Unique Doc. Reference	:	SUBIN-DLDLSHIMP1770917717202787U	
Purchased by	:	INDIAN OIL CORPORATION LIMITED	
Description of Document	:	: Article 5 General Agreement	
Property Description	:	Not Applicable	1000
Consideration Price (Rs.)	:	0 (Zero)	
First Party	:	INDIAN OIL CORPORATION LIMIT	ED
Second Party	:	Not Applicable	
Stamp Duty Paid By	:	INDIAN OIL CORPORATION LIMITED	
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)	15-9-11-1-



## MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### **INDIAN OIL CORPORATION LIMITED**

AND

#### NATIONAL HIGHWAY AUTHORITY OF INDIA (NHAI)

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This Memorandum of Understanding (hereinafter referred to as "MoU") made at NHAI, G-3, Sector-10, Dwarka, New Delhi on this 8<sup>th</sup> of June 2022 ("Effective Date"),

#### by and between:

**INDIAN OIL CORPORATION LIMITED**, a company duly incorporated under the Companies Act, 1956 and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400 051 (hereinafter referred to as "IOCL" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the First Part.

#### And

NATIONAL HIGHWAY AUTHORITY OF INDIA (hereinafter called NHAI) an autonomous Authority constituted by Act of Parliament, having its registered office at Sector 10, Dwarka, New Delhi - 110075, India, which expression shall, unless the context required otherwise, include its legal successors and permitted assigns (hereinafter referred to as "NHAI") of the Second Part.

IOCL and NHAI are individually referred to as "Party" and collectively as "Parties".

#### **RECITALS**:

WHEREAS; IOCL, a Maharatna Central Public Sector Undertaking under the administrative control of Ministry of Petroleum and Natural Gas (MoPNG), Government of India and is India's flagship national oil company with business interests straddling the entire hydrocarbon value chain – from refining, pipeline transportation and marketing of petroleum products to natural gas and petrochemicals.

WHEREAS; NHAI, is an autonomous agency of the Government of India under the Ministry of Road Transport and Highways (MoRTH) for development, maintenance, and management of National Highways across the country.

WHEREAS; In ever expanding networks of cross-country pipelines of IOCL and National Highways of NHAI, interfacing of these two structures and many locations is unavoidable.

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**WHEREAS:** Parties are desirous of simplification of the process of obtaining crossing permissions, optimization of the expenditure on the crossings and bringing about uniformity of such proceedings across the country.

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WHEREAS; in furtherance of the same, NOW THEREFORE, it is understood between the parties as under:

- I. SCOPE AND APPLICABILTY: The terms and conditions mentioned in this MoU will be applicable for complete network of NHAI's National Highways in National Highways Right of Way and IOCL's gas/ petroleum pipeline(s) across the country.
- II. DESCRIPTION OF PURPOSE: This MOU is an understanding between the parties to express the mutual interest of the parties, within the framework of this MoU for amicable mutual interface for laying of gas/ petroleum pipeline(s) along and across National Highways Corridors and vice versa.

#### III. OBLIGATIONS, DUTIES AND UNDERTAKINGS OF NHAI

#### 1. In respect of already laid gas/ petroleum pipeline(s):

- a. Wherever, the alignment of a National Highway ("NH") crosses an already laid gas/ petroleum pipeline(s) (i.e., pipeline(s) existing prior to declaration of said National Highway vide relevant Notification), NHAI shall either construct portal structure(s) over the existing pipeline (as per Annexure-A) or cause shifting of such operating pipeline(s) at NHAI's cost under supervision of IOCL.
- b. NHAI will inform IOCL regarding upcoming alignment of National Highways over IOCL's existing gas/ petroleum pipeline(s) as soon as NHAI becomes aware of such operating pipeline(s) to expedite the interface related formalities. However, NHAI may explore possibilities of expediting the information to IOCL regarding crossing of National Highways to IOCL's existing gas/ petroleum pipeline(s) during the land acquisition stage to expedite the crossing related formalities.

- c. NHAI will try to maximize the crossing angle i.e., near to 90 Deg to IOCL's gas/ petroleum pipeline(s).
- d. For crossing length exceeding 30m, NHAI to provide rectangular vent of minimum size,
  3ft x 3ft in the RCC portal structure.
- e. NHAI will extend all possible support to IOCL during any exigency in IOCL's gas/ petroleum pipeline(s).
- f. Wherever, the alignment of an existing National Highway ("NH") crosses an already laid gas/ petroleum pipeline(s) (i.e., pipeline(s) laid after declaration of said National Highway vide relevant Notification), NHAI will allow IOCL to either shift or take suitable measures to protect its pipeline(s) at IOCL's cost within mutually agreed period of time upon receipt of notice from NHAI, if such pipeline obstructs the upgradation of the National Highway(s).
- 2. In respect of laying of new gas/ petroleum pipeline(s):
  - a. NHAI will issue NOC to IOCL for laying gas/ petroleum pipeline(s) along and across National Highways in National Highways land (Right of Way) in 60 days period from the date of formal application by IOCL. Beyond this period of 60 days, it is understood by both the parties that the NOC stands issued.
  - b. NHAI shall not levy any charges from IOCL and its agencies for laying new gas/ petroleum pipeline(s) along or across National Highways in National Highways Right of Way.
  - NHAI will obtain Performance Security from IOCL before issuance of permission for laying gas/ petroleum pipeline(s) along and across National Highways in National Highways land (Right of Way).
  - d. NHAI will extend all possible support during any exigency in IOCL's gas/ petroleum pipeline(s) at crossing location of NHAI to IOCL.

### IV. OBLIGATIONS, DUTIES AND UNDERTAKINGS OF IOCL

#### 1. In respect of already laid gas/ petroleum pipeline(s):

a. Wherever, the alignment of a National Highway ("NH") crosses an already laid gas/

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petroleum pipeline(s) (i.e., pipeline(s) existing prior to declaration of said National Highway vide relevant Notification), IOCL will allow NHAI to either construct portal structures over the existing pipeline (as per **Annexure-A**) or cause shifting of such operating pipeline(s) at NHAI's cost under supervision of IOCL.

- b. Wherever, the alignment of an existing National Highway ("NH") crosses an already laid gas/ petroleum pipeline(s) (i.e., pipeline(s) laid after declaration of said National Highway vide relevant Notification), IOCL to either shift or take suitable measures to protect its pipeline(s) at IOCL's cost within mutually agreed time period upon receipt of notice by NHAI, if such pipeline obstructs the upgradation of the National Highway(s).
- c. IOCL will not levy any charges on NHAI for constructing National Highways over their already laid gas/ petroleum pipeline(s).
- d. IOCL will obtain Insurance Cover from NHAI before allowing construction of National Highways over their already laid gas/ petroleum pipeline(s).
- e. IOCL will issue NOC to NHAI whenever under construction National Highway crosses over an already laid gas/ petroleum pipeline(s) (i.e. pipeline(s) existing prior to declaration of said National Highway vide Notification) in 60 days period from the date of formal application by NHAI. Beyond this period of 60 days, it is understood by both the parties that the NOC stands issued.
- f. IOCL will extend all possible support during any exigency in NHAI's National Highways in National Highways Right of Way at crossing location of IOCL to NHAI.
- 2. In respect of laying of new gas/ petroleum pipeline(s):
- a. IOCL, while laying gas / petroleum pipeline(s) across already constructed National Highways, will adopt Trenchless method throughout National Highways land (Right of Way) with the depth of topmost point of pipeline being at-least 1.5m below ground level/ bottom of any National Highway structure/ facility.
- b. IOCL shall bear all cost for laying of new pipeline along or across existing NH land (Right of Way).

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- c. IOCL will try to maximize the crossing angle i.e., near to 90 Deg to NHAI's National Highways in National Highways Right of Way.
- d. IOCL will inform NHAI regarding crossing of IOCL's pipeline to National Highways during the land acquisition stage to expedite the crossing related formalities.
- e. IOCL will extend all possible support during any exigency in NHAI's National Highways in National Highways Right of Way at crossing location of IOCL to NHAI.

#### V. DEFINITIVE AGREEMENT:

- The Parties may enter into separate agreement(s) in terms of this MoU on specific work association of the parties for crossing permissions and shall identify inter alia the methodology of crossing, division of their individual scope of work, division of responsibilities and respective liabilities, expenses etc.
- 2. Such definitive agreements would be binding on the parties and would be entered into generally as per the understanding contained in this MoU, upon approval by competent authorities of the parties.
- 3. In case of any contradiction/ discrepancy in any of the clauses of MoU and the definitive agreement(s), the definitive agreement shall prevail. However, clauses of the definitive crossing agreement (s) to be made in line with this MoU conditions for both the parties.

#### VI. NON-EXCLUSIVITY:

The understanding between the Parties under this MoU shall be initially on non-exclusive basis. However, the understanding shall be on exclusive basis contingent upon parties entering into definitive agreement as stipulated above.

#### VII. BINDING UNDERSTANDING:

1. The Parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MoU,

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- 2. The Parties recognize the impracticality of providing for every contingency, which may arise during or after the expiry of the MoU and hereby agree to operate fairly and without detriment to the interests of either of them,
- 3. Subject to any definitive agreements entered into, this MoU is binding in nature, and is a definite expression and record of the purpose and intention of the Parties concerned.

#### VIII. TRANSFER AND ASSIGNMENT

- 1. None of the Parties shall assign or transfer this MoU or any of its respective rights or obligations hereunder, to any other third party without the prior written consent of the other.
- 2. This consent requirement shall not apply in the event that a Party shall change its corporate name.

#### IX. DISPUTE RESOLUTION AND GOVERNING LAW:

- 1. This MoU will be construed and governed by the laws of India.
- Any dispute arising out of this MoU shall be amicably resolved in first instance, through discussions in good faith with a view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.
- 3. In the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 issued by Ministry of Heavy Industries and Public Enterprises.

#### X. DURATION AND TERMINATION OF THIS MOU:

- 1. This MoU shall enter into force on the Effective Date.
- 2. This MoU shall remain in force for a period of three (3) years from the Effective Date (i.e. the date on which this MoU is signed).
- The Parties may elect to extend the period of this MoU for an additional period of time or multiple periods of time as may be mutually agreed upon by the Parties in writing.
- 4. Each party has a right to terminate the MoU at any time during the validity of this MoU, Page 7 of 10

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in writing, with at least one (1) month notice of such intention to the other party. However, the termination of this MoU shall not affect the actions that may have been formalized during its operation.

#### XI. CONFIDENTIALITY

- The Parties hereto agree that they will not at any time during the Term of this MoU, without the prior written consent of the other Party, disclose the existence of, or the terms and conditions set forth in this MoU unless otherwise required by law or regulation.
- 2. Only those individuals and representatives of the Parties, and their respective legal and financial advisors, with a need to know and for the sole basis of advising the respective Parties concerning the transactions contemplated hereby, shall be permitted to receive knowledge of the information contained herein.

#### XII. AMENDMENT

- 1. This MoU may be amended in writing by mutual agreement between the Parties.
- 2. Any such amendment shall enter into force from the date agreed to by the Parties.

#### XIII. NOTICES

- 1. Notices in connection with this MOU must:
  - a) Be in writing, in the English language.
  - b) All notices or other information required or deemed necessary to be given to:
    - i. For NHAI:

Name: Chairperson, NHAI

Address: NHAI 2<sup>nd</sup> Office Building, G-3, Sector-10, Dwarka, New Delhi-110075

Email Id: chairman@nhai.org, chairperson@nhai.org

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#### ii. For IOCL

Name: Executive Director (Operations), PLHO

Address: Indian Oil Bhavan, A-1, Udyog Marg, Sector 1, Noida (UP)-201301

Email Id: edoplho@indianoil.in

c) Notices shall be delivered by courier or hand or sent by email to the respective addresses and email which are specified above or if the addressee specifies another address or email, in writing, then to that address or email.

### XIV. COUNTER PARTS

This MoU shall be executed in two counterparts. Both Parties shall each have one counterpart of this MoU. Both counterparts shall constitute one and the same MoU.

In witness whereof, the undersigned being duly authorized thereto, by their respective parties,

have signed this MoU.

Signed at NHAI, G-3, Sector 10, Dwarka, New Delhi on 8<sup>th</sup> June 2022 in two originals text in English language.

Signature ....

Signed by: Udeep K Singhal General Manager (Tech.) & Regional Officer, Delhi

For and on behalf of; National Highway Authority of India

Signature.

Signed by: Rajesh Gupta Executive Director (Const.) PLHO, Noida

For and on bchalf of; Indian Oil Corporation Limited

Witnesses:

Signature..

Signed by Many Kumar Member (P) NHAI

Signature.....

Signed by 5.5. Sawant Page 9 of 10 ED (operations) PLHO, Norda

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# PROPOSED RCC PORTAL STRUCTURE ACROSS IOCL'S ROU

Note:

i. EGL- Existing Ground Level

- ii. Clearance of minimum 1.5 meter to be kept from outside edges of Pipeline and OFC as shown above
- iii. In case of multiple pipelines in the same ROU, single portal or more than one portal as per site condition can be built with minimum distance of 1.5-meter from outside edges of Pipeline and OFC as shown above

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