

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, मदुरे / Regional Office, Madurai दूसरा व तीसरी तल, विजय कृष्ण प्लाज़ा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माहुतावनी, मदुरे- 625 107 2rd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madural-625 107 दर्भगाष/Tele: +91-452-258 8999 वेब /Website: www.nhal.gov.in ई-मेल/E-mail: romadurai@nhai.org



मत्यमेव जयते NHAI/15018/4.6/10/2023/RO Madurai/E-222001/1733

20th September, 2023

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, त्रिची - Trichy - Madurai section of NH-45B (New NH 38) - TWAD Board - Jal Jeevan Mission-Laying of water pipe line along the road from km. 76+660 to km 92+650(LHS) and Km. 76+700 to Km. 76+950, Km 80+800 to Km 81+050, Km. 92+450 to Km 94+300(RHS) by Trench method and across at km. 76+660, 76+700, 80+800, 89+110, 92+450, 94+300 by Trenchless method - Invitation of Public Comments Reg.

प्रसंग: PD, Trichy Lr. No. NHAI/PD/TRY/Utility/TWAD/NH 38/2023/1921 dated 18.09.2023.

The proposal received from PD, Trichy vide Lr. no. NHAI/PD/TRY/Utility/TWAD/NH 38/2023/1921 dated 18.09.2023 there by requesting permission for laying the underground water pipe line along the road from km. 76+660 to km 92+650(LHS) and Km. 76+700 to Km. 76+950, Km 80+800 to Km 81+050, Km. 92+450 to Km 94+300(RHS) by Trench method and across at km. 76+660, 76+700, 80+800, 89+110, 92+450, 94+300 by Trenchless method in NH-45B (New NH 38) in the state of Tamil Nadu as proposed by Executive Engineer, TWAD Board, Project Division, 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.

MER'S MIN 20109/23

(महेन्द्र मीना। Mahendra Meena) उप प्रबंधक (तक) |Dy.Manager (Tech)

संलग्न: As above प्रतिलिपि:

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

2. The PD, Trichy- for information.

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 7Z8486/2023/PIU -TRICHY

TWAD BOARD WATER PIPE LINE ROUTE DIAGRAM

0

 \cap

0

 \cap

 \mathbf{E}

()

 \bigcirc

 \bigcirc

 \bigcirc

 \bigcirc

 \odot

()

()

()

0

0

SECTION

Laying of water pipe line Along NH – 38 Trichy – Madurai (NHAI) from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method

> APPLICANT: EXECUTIVE ENGINEER TWAD BOARD, PROJECT DIVISION, MADURAI.

THE PROJECT DIRECTOR NATIONAL HIGHWAY AUTHORITY OF INDIA TRICHY





ABSTRACT

Jal Jeevan Mission – retrofitting of 6 existing Combined Water Supply Schemes and 6 new Multi Village Schemes under Jal Jeevan Mission (JJM) – Administrative Sanction – Accorded – Orders – Issued.

Municipal Administration and Water Supply (WS.1) Department

G.O.(4D)No.16

Dated: 26.07.2022

சுபகிருது, ஆடி மாதம் 10–ஆம் நாள்

திருவள்ளுவர்ஆண்டு, 2053

Read:-

From the Mission Director, Jal Jeevan Mission & Managing Director, TWAD Board Letter No.F.2-5/SLSSC/JJM/2020, Dated: 14.06.2022.

* * * *

ORDER:

0

 \bigcirc

)

 \bigcirc

 \bigcirc

 \cap

 \bigcirc

 \bigcirc

 \bigcirc

 \bigcirc

 \bigcirc

 \odot

 \bigcirc

0

Ð.

 \bigcirc

 \bigcirc

 \bigcirc

 \bigcirc

 \odot

 \bigcirc

The Mission Director, Jal Jeevan Mission & Managing Director, Tamil Nadu Water Supply and Drainage Board in his letter read above has stated that the 2nd Apex Committee of Jal Jeevan Mission has approved the saturation plan up to March, 2024 to provide Functional Household Tap Connections (FHTCs) to all the rural households which includes 69 numbers of New Multi Village Scheme (MVS) and retrofitting of 99 existing Combined Water Supply Scheme (CWSS) / Multi Village Scheme (MVS). Subsequently, based on the detailed investigation carried out to prepare the Detailed Project Reports (DPRs), the actual number of new Multi Village Schemes and retrofitting of existing Combined Water Supply Scheme / Multi Village Schemes has been reworked as 60 and 56 respectively and the same has been placed in the 1st Apex Committee Meeting held on 21.04.2022 and approved in the Annual Action Plan 2022-23.

2. The Mission Director, Jal Jeevan Mission & Managing Director, TWAD Board has also stated that the Annual Action Plan for 2022-23 was prepared for Rs.7,553.15 crore (Rs.6,119.87 crore under Jal Jeevan Mission and Rs.1,433.28 crore under convergence funds) for providing 26.89 lakh Functional Household Tap Connections (FHTCs) and was approved by the Apex Committee in its meeting held on 21.04.2022. Subsequently, in the National Jal Jeevan Mission meeting held on 25.04.2022, the Annual Action Plan for 2022–23 was revised for Rs.8,286.40 crore (Rs.6,853.12 crore

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY 3

Table-1: Retrofitting of existing Combined Water Supply Schemes (6 nos.)

	Name of the scheme	Rs. in crore											
		Proposed Approved											
Agenda. No.		TWAD Board	RD & PR Dept	Total Project Cost	TWAD Board	RD & PR Dept	Total Project Cost	FHTCs	Gol Share	GoTN share	Community Contribution	Total	Centage Charges (To be horne hv Go TN)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
2	Retrofitting of existing CWSS to 136 Fluoride affected habitations and 604 way-side habitations in Kadayampatty and 3 other unions of Salem district	12 52	42.10	85.63	3 43.53	37.04		56,110					-
3	Retrofitting of existing CWSS to Muthur and 5 other TPs Vellakoil, Kangeyam and Dharapuram Municipalities and 1790 rural habitations of 86 other Village Panchayats in Tiruppur, Karur and Erode districts		2.68	62.00	59.32	2.97	62.29	2,849	28.48	28.49	0.28	57.25	5.0
4	Retrofitting of existing CWSS to Amoor and 51 habitations in Musiri union of Trichy district (Formerly CWSS to Amoor and 59 habitations in Musiri union of Trichy district.)	11.41	0.34	11.75	11.41	0.24	11.65	330	5.30	5.29	0.02	10.61	1.0
5	Retrofitting of existing CWSS to Moovanur and 29 habitations in Musiri & Mannachanallur union of Trichy district (Formerly CWSS to Moovanur and 44 habita tions in Musiri & Manna chañallur union of Trichy district).	10.82	0.40	11.22	10.82	0.40	11.22	568	5.10	5.10	0.04	10.24	0.9
i	Retrofitting of CWSS to 100 habitations in Anthanallur and Manapparai union of Trichy district (Formerly CWSS to 141 habitations in Anthanallur, Manikandam and Manapparai union of Trichy district.)	15.56	1.59	17.15	15.56	1.59	17.15	2,194	7.80	7.80	0.14	15.74	1.4
	Retrofitting of existing Ramnad CWSS covering 5 Municipalities 11 Town Panchayats and 3,163 rural habitations in Ramanatha puram, Sivagangai and Pudukottai district.	555.42	22.41	577.83	555.42	19.00	574.42	13,577	259.35	259.35	1.76	520.46	53.9

4. The Mission Director, Jal Jeevan Mission and the Managing Director, TWAD Board has also stated that the retrofitting of the 6 existing Combined Water Supply Schemes and 6 new Multi Village Schemes also comprise centage charges to Tamil Nadu Water Supply and Drainage Board for implementation, which has to be borne by the State Government over and above the State Matching Share as these could not be funded under Jal Jeevan Mission.

5. The Mission Director, Jal Jeevan Mission and the Managing Director, TWAD Board has requested

- to accord administrative sanction for retrofitting of 6 Combined Water Supply Scheme listed in the 'Table-1' on para-3 above and fund tie-up for a total amount of Rs.690.91 crore including community contribution under Jal Jeevan Mission and Rs.66.39 crore towards centage under additional State funds; and
- (ii) to accord administrative sanction for 6 new Multi Village Schemes in the 'Table-2' on para-3 above and fund tie-up for a total amount of Rs.698.28 crore including community contribution under Jal Jeevan Mission and Rs.56.76 crore towards centage under additional State funds.

 \bigcirc

 \Box

0

 \odot

0

0

 \odot

0

U

0

 \bigcirc

6. The Government, after careful examination of the proposal of the Mission Director, Jal Jeevan Mission & the Managing Director, TWAD Board, accord administrative sanction for **(i)** retrofitting of existing 6 numbers of Combined Water Supply Schemes at a total cost of Rs.757.30 crore (Government of India share – Rs.342.71 crore; Government of Tamil Nadu share – Rs.342.70 crore; community contribution – Rs.5.50 crore; and centage charges – Rs.66.39 crore) with the funding pattern as detailed in the table-1 in para-3 above; and **(ii) 6** new Combined Water Supply Schemes (Multi Village Schemes) at a total cost of Rs.755.04 crore (Government of India share – Rs.344.71 crore; community contribution – Rs.8.86 crore; and centage charges – Rs.56.76 crore) with the funding pattern as detailed in the funding pattern as detailed in the funding new combined water – Rs.344.71 crore; community contribution – Rs.8.86 crore; and centage charges – Rs.56.76 crore) with the funding pattern as detailed in the funding pattern as detailed in the table-2 in para-3 above and order accordingly.

7. It is also ordered that centage charges amounting to Rs.123.15 crore (Rs.66.39 crore + Rs.56.76 crore) shall be borne by the Government of Tamil Nadu.

Proposal for Laying of TWAD Water pipe line Along the road from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction.

General to Accompany All Proposals Check List

General

I.	i] whether the site plan is drawn to a scale of I: 5000 or 1: 2500 and enclosed	•	NTS		
	ii] Whether the details of 100M on either side of The utilizing laying have been furnished	e.	No.		
	iii] Does the sire plan show in full	:	Yes.		
	a] The NH boundary line with distance from center Line of the road marked at salient points where the NH land width is changing and also at 200M intervals	:	Yes.		
	b] The berm line and distance from centre line at 200M intervals and also at salient point of change of width of NH land	:	Yes.		
	c] Center line of pavement and pavement edge line Marked distinctly.		Yes.		
	d] Medians, if any, marked to scale.	đ	NTS.		
	e] The location of the utility line of proposal with drainage; showing exact locations and distance from NH centre line.	:	Yes.		
	f] The existing culvert / drainage works with dimensions.	:	Yes.		
2	a] Purpose of the proposal in details	Line Act	lying under Grou ross NH-38 Kotta ipatti road section		
Ü	b] Exact location of proposal H. H. H	: Laying for under Ground line along the road at KM 7 92+650 (LHS) & KM76+70 80.800 to 81.050, 92+450 to			

PIU-TRICHY - 020 001. Assistant Engineer TWAD BOARD

NATIONAL HIGHWAYS AUTHORITY OF INDIA

LC. (v Assistant Executive Engineer TWAD BOARD

age Executive Engineer, TWAD, Project Maint.Division, Madur³³ (Melur CWSS)

Project Maintenance Sub-Division Generated from eoffice Iby GATHENDRA MEENA, Dy. MGR(RO MADURAL) CMM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

nd Water Pipe ampatti to n.

d Water Pipe 6+660 to 00 to 76.950, o 94+300 (RHS)

 $(\neg$ 0 $\left(\right)$ \square \bigcirc \bigcirc \square () \odot () \bigcirc \bigcirc O ()63

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY

c]	Whether the applicant if private agency / public sector / Govt. department	;	Govt. Department
d]	Any time schedule fixed for the completion of the proposal made.	:	As early as possible.
e]	Reasons why the proposal could not be Accommodated outside the N.H. Land	:	Not feasible.
f]	Whether any other location other than this not Feasible.	:	No other location is possible.
g]	Whether any other than this would be difficult.	:	Difficult and not possible.
h]	Whether this proposal when implemented now will affect the design, stability and traffic safety of highway.		No.
i]	Whether this proposal if implemented now will affect any likely future improvement such as improvements geometric.		No.
j]	Is there any proposal for improvements in this Stretch or likely to be sanctioned in near future and whether they will be		
	affected by this Proposal.	:	No
CO			

CONDITIONS

()

()

()

()

()

 \Box

()

- 1. The pipe lines should not be laid longitudinally for considerable length along National Highways.
- 2. The crossing of pipe lines shall be square i.e., it should be normal to National Highways.
- 3. Existing drainage structures shall not be used to carry the pipe lines across unless specially permitted by Govt. of India.
- 4. Pipe line should be provided with a casting pipe of larger dia and with a 0.30 bedding below the casting pipe, if laid across the road.

The above-mentioned rules have been noted for guidance.

DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PILI-TRICHY - 620 001.

Assistant Engineer TWAD BOARD

Assistant Executive Engineer TWAD BOARD Project Maintenance Sub-Division Melur-625 106

Executive Engineer, TWAD Project Maint.Division, Madurai (Melur CWSS)

34

Generated from epifice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

ANNEXURE TO ACCOMPANY PROPOSALS SUCH AS LAYING UTILITY SERVICES LIKE PIPE LINES ALONG AND ACROSS NATIONAL HIGHWAYS

I. LAYING OF UTILITY LINE ACROSS NATIONAL HIGHWAYS:

- 1. Whether the utility line is as close to the extreme : Yes edge of the right of way as possible? It not, the detailed reasons for exceptions.
- 2. Whether the utility line is 15M away from the C/L of the nearest carriage way? If not, the Reasons therefore (Distances should be clearly Noted) at salient points and at close intervals. : Yes 3. Does the proposal cover the area where the road formation is in double cutting. : No 4. Does the proposal run over existing culverts and bridges at any place. If so, give reasons why it cannot be avoided. : No 5. Will this proposal interfere with the maintenance of NH at any time by the execution, if permitted. No • 6. Whether the C/S of utility line as it runs along NH is given in the drawings? Yes a] Whether the top of pipe line lie at least 0.6M below G.L Yes (1.5 M) b] Will it obstruct the drainage of road land No 7. Is there a proposal to lay electric cable carrying H.T. Line? No a] If so, the necessary certificate by the proposed that it will not have any deleterious effect on any of the bridge components and High way safety for traffic. Does not arise

N- auff

)

()

)

)

()

 \bigcirc

()

 \odot

 \bigcirc

ε.)

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

Assistant Engineer TWAD BOARD Project Maintenance Sub-Division Melur-625 106 Assistant Executive Engineer TWAD BOARD Project Maintenance Sub-Divisio Melur-625 106

the Engineer, TVIAD

Roject Maint.Division, Madurai (Melur CWSS)

35

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY

B. LAYING OF UTILITY LINE ACROSS NH:

- 1. Chainage at which it crosses the NH
- 2. Does the proposal cross the NH on a line normal to it? If not, the reasons thereof, and why it cannot be taken normal to road.
- 3. If the proposal for irrigation purpose? If so the concurrence of revenue Dept. has been enclosed.
- 4. Whether there is any structure existing within 15M from the crossing? If so, the detail of such.
- 5. The reason why the crossing cannot be shifted to more than 15 from the existing structures.

C. METHOD OF CASING PIPES:

- 1] Does it pass through special conduits or other structures built for this purpose
- 2] Does it use any of the existing drainage structures?
- 3] Whether the conduit pipes have been encased
- 4] The detail of casing pipes such as its dia, materials etc
- 5] Whether the ends of casing or conduct pipe are sealed from outside so that it may not act as Drainage path.
- 6] Does the casing conduit pipe extent from drain to drain, if this is cut or from the tie or slope to Tie of slop[e in Care, if this is full.
- 7] Whether the tops of casing / conduit pipe is 1.2M below the road level subject to the conditions that it lies at least 0.5M below the drain inverts.

Assistant Engineer TWAD BOARD Project Maintenance Sub-Division

Assistant Executive Engineer TWAD BOARD Project Maintenance Sub-Division Generated from admitistic and Reena, Dy. MGR(RO MADURAN) - MM DEPUTY MANAGER, NHAI on 23/09/2023 05:00

: Across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300.

: Yes, on a line normal to it

- : Not Applicable
- : No
- : Does not arise.

Yes

: No.

Yes. Encased

: MS Encasing (508 mm, 300mm & 150mm) and 250 to 50 mm dia DI & GI pipe for Water Pipe Line

- : Yes
- : No

ECT DIRECTOR IATIONAL HIGHWAYS AUTHORITY OF IND PIU-TRICHY - 620 001. Yes

Executive Engineer, IWAD Project Maint.Division, Madurai (Melur CWSS)

D. METHOD OF LAYING:

- 1. Will the pipe be installed under road embankment by boring or, trench method. (In case of C.C roads or dense bituminous concrete roads, only boring methods could be adopted)
- 2. If trench method is adopted
- a] Are the sides of the trench nearly vertical
- b] What is the width of trench? Is it not less than 30cm and not more than 60cms than the outer dia if the casing pipes.
- c] Whether the bedding is of 30cm thick below the pipe?
- d] Does it consist of granular materials or other Good materials to give a firm surface.
- e] Are the above details shown in the sketch
- f] Whether the back fill shall be completed in 2 Stage
- g] Whether the side fill shall consist of pucca materials and whether will it be completed to 95% of its pro density?
- h] Whether the road will be restored to its original state?
- i] Whether all precautions will be taken during execution?
- j] Whether the party agrees to meet the cost of restoring the road to the original position.

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

Assistant Engineer TWAD BOARD Project Maintenance Sub-Division Melur-625 106 Assistant Executive Engineer TWAD BOARD Project Maintenance Sub-Divisio Melur-625 106 Trenchless Method across the road

: Yes

: Yes

- : Yes
- : Good materials to give a firm surface
- : Yes
- : Yes
- : Yes

: Yes

: Yes

: Yes

ROTA Executive Engineer, TWAD Project Maint. Division, Madurai (Melur CWSS)

CERTIFICATE

- 1. This proposal when implemented will not affect the design stability and traffic safety of National Highways Authority of India.
- 2. This proposal implemented now, will not affect any likely future improvements such as Improvements to geometries.
- 3. There is no proposal for improvements in this stretch likely to be sanctioned near future.
- 4. The proposal is in accordance with the Government of India's Specifications.

LC. Que

Assistant Engineer TWAD BOARD Project Maintenance Sub-Division Melur-625 106

Assistant Executive Engineer TWAD BOARD Project Maintenance Sub-Divisio Meiur-625 106

COSENE Executive Engineer, TWAD **Project Maint, Division.** Madurai (Melur CWSS)

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY



Executive Engineer TWAD Board, Madural.



39

Sub : Laying of TWAD Water pipe line Along the road from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction.

Undertaking

- 1) We Undertake not to Damage any other utility, if damaged, we will pay the losses either to NHAI or to the concerned agency
- 2) We undertake to renew the Bank Guarantee if required.
- 3) We Undertake to confirm all standard conditions of NHAI's guidelines.
- 4) We Undertake to Shift of water supply pipe line as and when required by NHAI at our own cost.
- 5) We Undertake to Shift the water supply pipe line due to 4 lanning / widening of NH at a later date.

fection Executive Engineer, TWAD

No.

NUE

XPT

XXXX

8

Project Maint.Division,

Generated from entree by MA (ENDIN MEENASS) MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

- 6) We Undertake and Indemnify against all damages and claims as per clause (xxiv)
- 7) We undertake to manage the Traffic movement during laying of New water supply pipe line.
- We undertake to accept any claims raised by the Concessionaire if any and the same will be paid by us.
- 9) We undertake to obtain Prior approval of the NHAI before undertaking any work of installation to the showing water supply pipe line located in the National highway right-of-ways.
- 10) We undertake to bear the Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by laying of New water supply pipe line.
- 11) We undertake to move the utility line for any work of improvement or repairs to the road If the NHAI considers if necessary in future, it will be carried out as desired by the NHAI at my cost within a reasonable time (not exceeding 60 days) of the intimation given.
- 12) We undertake to pay the fee /rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015–S&R (R) dated 22.11.2016 as and when asked by NHAI.

Certificate

- (i) I certify that Laying of Water Supply pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- (ii) For 4/6 Lanning "we do undertake that I will relocate service road/approach road/utilities at my own cost not with standing the permission granted within such time as will be stipulated by NHAI" for future 4/6 – lanning or any other development.

40

Executive Engineer, TWAD Project Maint.Division, Madurai (Melur CWSS) File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY



பிழ்நாடு तमिलनाडु TAMILNADU ۱၀၀

Executive Engineer,

TWAD BOard madurai.

DE 646099

கு. லீலாவ

சார்புதீவக அலுவலக முத்தீரைத்தாள் விற்பனையாளர் உரிமம் எண்: நி.மு. எண்: 8380-அ1/1989 தீருப்புவனம் கோட்டை

LICENCE DEED FOR LAYING OF WATER SUPPLY PIPES ON NATIONAL HIGHWAY LAND

Agreement to lay water supply pipe line Along the road KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction.

This Agreement made this _____day of _____ (month) of _____year between ______acting in his executive capacity through the President of India/National Highways Authority of India (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include

No. Executive Engineer, Trans K IB II **Project Maint. Division**, Madurai (Melur CWSS)

)

his successors in office and assigns) of the one part and Executive Engineer, TWAD Board, Project Division, Karaikudi. (hereinafter called the '*Licensee*') which expression shall, unless excluded by or repugnant to the context, include his heirs its successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter alia, for development and maintenance of lands in Along the road from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction of RoW.

Whereas the Licensee proposes to lay water pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the licensee has applied to the Authority for permission to lay water supply pipes Along the road KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction of National Highway No.38.

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/Licensees to be observed and performed, the Government/NHAI hereby grants to the licensee/licensees permission to lay water supply pipes as per the approved drawing attached hereto subject to the following condition namely:-

- 1. RoW permission are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions / scope of activities defined in the license agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirement being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned

cetto Executive Engineer, TVAD **Project Maint. Division**, Madurai (Melur CWSS)

-

parties. In case any disruption / damage is cause 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 equipments, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.
- 4. The licensee shall pay license fees @ Rs /Sq. m/ month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities / cables / conduits / pipelines for infrastructure/service provider. As regards Tariff and Terms and Conditions for Providing Common Utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT& H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In case 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 utilities services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc, below the bed. In case, this is not feasible, the utility services may be carried outside the railings / parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility service can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility service be

Jopp Executive Engineer, TWA

laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility service shall not interface with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provide for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slop in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structure shall not be allowed to carry the lines across.
- 13. The top of the casing / conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment 1.
- 14. The utility service shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing / conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the 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, colds and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.

down Executive Engineer, TWAD **Project Maint. Division**, Madurai (Melur CWSS)

- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or bonding 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 proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. Per route meter / Rs. Per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority / it's designed agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installation / utility services & interference, interruption , disruption or failure caused there of to any service 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 damage 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 invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Not with standing this, the licensee shall be liable to pay full compensation to the aggrieved Authority / its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;
- 21. The Licensee shall shift the utility service within 90days (or as specification by the respective Authority) from the date of issues of the notice by the concerned Authority to shift/relocate the utility services, in case it is so require for the purpose of improvement/

1)2000 Executive Engineer, TWAD

Project Maint.Division, Madurai (Melur CWSS)

widening of the road/route/highway or construction of flyover/bridge and restore the road / land to its original condition at his own cost and risk.

- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the Location of other utilities/underground installation/facilities etc. the Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations /utilities/facilities etc.
- 23. The licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highways, 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 excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days 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.

Executive Engineer, TURU **Project Maint. Division**, Madurai (Melur CWSS)

- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility service is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility service without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility service located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty Charged on this Agreement.
- 35. Three copies of ' as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of water pipe line in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

36. The Licensee shall allow free access to the Set at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate any matter

47

Executive/Engineer, TWAD Project Maint. Division, Madurai (Melur CWSS)

()

within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

- 37. The utility services shall not be made operational by the licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Not with standing anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry 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 measure like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility service, 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 Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

pueso Executive Engineer, TWAP **Project** Maint. Division, Madurai (Melur CWSS)

43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility service 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 the concessionaire in any way in this regard.

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

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

Signed by Shri (Name in full) the licensee The Constituted attorney of the licensee

Executive Engineer, TVAD Project Maint.Division, Madurai (Melur CWSS)

In the presence of

1. Name in full (Signature) with designation

Ecutive Engineer Assistant E TWAD BOARD

Project Maintenance Sub-Divisio Melur-625 106

2. Name in full (Signature) with designation

Assistant Executive Engineer TWAD Board Project Maintenance Sub-Division Madurai Signed by Shri (Name in Full) Project Director, National Highways Authority of India For and on behalf of the President of India

1. Name in full (Signature) with designation

2. Name in full (Signature) with designation

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY



தமிழ்நாடு तमिलनाडु TAMILNADU

EXecutive Engineer, TWAD Board, modernal.



முத்திரைத்தாள் விற்பனையாளர் உரிமம் எண்: நி.மு. எண்: 8380-அ1/1989 திருப்புவனம் கோட்டை

INDEMNITY BOND

Name of the work: Permission for Laying of TWAD Water pipe line Along the road from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction

Indemnity against all damages and claims of Sl No 5 & 6 of Checklist.

We the Executive Engineer TWAD Board, Project Maintenance Division, Madurai or in do hereby Indemnity Project Director. NHAI, PIU, binding ourselves to pay all the losses and claims in respect of laying water pipeline Along the road from KM 76+660 to 92+650 (LHS) & KM76+700 to 76.950, 80.800 to 81.050, 92+450 to 94+300 (RHS) Total = 18.70 Km by trench method and across the road at 76+660, 76+700, 80+800, 89+110, 92+450 & 94+300 by trenchless method in NH – 38 Trichy – Madurai (NHAI) near Kottampatti to Thumbaipatti Junction.

or maintenance, thereof and against all claims, proceeding, damages, Costs, charges and expenses or maintenance thereof and against all claims, proceedings damages, costs, charges and expenses whatsoever in respect thereof, in relation there to, failing such payment of claims in the above work, we abide in accepting for recovery of such claims affected from any of our assets.

Executive Engineer, TWAD Board, Project Maintenance Division, Madurai. 50

Annexure-I

Conditions to be enclosed/incorporated in the approval letter for permission for laying of Water Supply pipe line

- 1The Water Supply pipe line shall be located as close to the extreme edge of the right-ofway as possible but not less than 15 meter from the centre-lines of the nearest carriageway.
- 2. The Water Supply pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NHAI/Government of India.
- The Water Supply pipe line shall be so placed that at no time there is interference with 3. the maintenance of the National Highways.
- 4. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.
- The authority/ owner of the under ground utility shall ensure that laying Water Supply 5. pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- The lines shall cross the National Highways preferably on a line normal to it or as nearly 6. so as practicable.
- 7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
- The Water Supply pipe line is permitted to cross the National Highway, either encased 8. in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
- 9. The casing pipe (or conduit pipe in the case of electric cable) carrying the Water Supply pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
- 10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
- 11. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
- The casing/conduit pipe may be installed under the road embankment either by boring 12. or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
- The casing/conduit pipe shall be installed with an even bearing throughout its length and 13. in such a manner as to prevent the formation of a waterway along it.
- Open trenching method. (May be allowed in utility corridor only where pavement is 14. neither cement concrete nor dense bituminous concrete type
 - The sides of the trench should be done as nearly vertical as possible. The trench (a) width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.

1200 Executive Engineer, TWAD

- (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.
- (d) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
- (e) The sidefill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- (f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
- (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
- 15. If needed, a diversion shall be constructed at the expense of agency owning the Water Supply pipe line.
- 16. Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Water Supply pipe line located in the National highway right-of-ways.
- 17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Water Supply pipe line will be borne by the agency owning the Water Supply pipe line.
- 18. If the NHAI considers it necessary in future to move the Water Supply pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the Water Supply pipe line within a reasonable time (not exceeding 60 days) of the intimation given.
- 19. The licensee shall ensure making good the excavated trench for laying Water Supply pipe line by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
- 20. The licensee shall furnish a Bank Guarantee to the NHAI @ Rs50/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.
- 21. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, the licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to

Executive Engineer, TVIA **Project Maint.Division**,

make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.

- The licensee shall shift the Water Supply pipe line within 60 days (or as specified by the 22. respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the Water Supply pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
- Regarding the location of other cables, underground installation/utilities etc, the licensee 23. shall be responsible to ascertain from the respective agency in coordination with NHAI. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
- 24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
- If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of 25. the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
- 26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
- 27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
- No trenching will be done on pucca road, boring method will be used in pucca road and 28. Water Supply pipe line will be laid at the extreme edge of the road in the non-BT surface only.
- The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized 29. agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs50/- per meter length for maintenance/ repair work shall have to be furnished by the licensee.
- Each day, the extent of digging the trenches should be strictly regulated so that cables 30. are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
- The licensee shall indemnify the concerned agency in co-ordination with NHAI, against 31. all damages and claims, if any, due to the digging of trenches for laying Water Supply pipe line.
- The NHAI has a right to terminate the permission or to extend the period of agreement. 32. In case the licensee wants shifting, repairs or alteration to Water Supply pipe line, he will have to furnish a separate bank guarantee.

Executive/Engineer, TWAD

Project Maint. Division.

- 33. The licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said Water Supply pipe line.
- 34. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- 35. During the subsistence of this agreement, the laying of Water Supply Pipe Line /ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
- 36. The licensee shall bear the stamp duty charged for the agreement.
- 37. The Water Supply pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Water Supply Pipe Line has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- 38. Not withstanding anything NHAI contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- 39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
- 40. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
- 41. After the termination/expiry of the agreement, the licensee shall remove the Water Supply pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of Water Supply pipe line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
- 42. If NHAI is required to do some emergent work the licensee will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- 43. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
- 44. Strict compliance of the following by the Project Director:
 - a) If the licensee fails to inform the commencement of laying of Water Supply pipe line 15 days before the actual start of the work at site the agreement should be null and void.

SKI Executive/Engineer, TWAD **Project Maint. Division.**

- b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/2/95/ S&R dated 17.9.2003.
- c) An interim execution progress report /status report shall be submitted to NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Water Supply pipe, as per the specification/stipulation and the alignment as approved.
- d) The final completion certificate shall be issued/submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003. and the approved plan.
- e) To obtain a performance bank guaranty @ Rs. 50/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NHAI.
- f) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed).
- g) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NHAI.

Executive Engineer, THAN

Project Maint.Division, Madurai (Melur CWSS)

 \sim \cap 0 0 0 \bigcirc 0 0 \bigcirc O \bigcirc



56

Q \odot \odot \bigcirc \cup





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

Ð 0 \odot O \bigcirc \bigcirc \bigcirc Q









) 0 0 0 \bigcirc \bigcirc \bigcirc \bigcirc





0 Ŭ 0 \bigcirc \bigcirc

0





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM



)

)

 \bigcirc

0

0

0

)

)

 \bigcirc

.)

J

)

 \bigcirc

J

4

File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY


Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

)

 \bigcirc

U

 \bigcirc

 \bigcirc

)

)

 \bigcirc

J



65

 \bigcirc \bigcirc)0 \bigcirc O \bigcirc \bigcirc) \bigcirc \bigcirc \cup





0 \bigcirc 0 0 0 0 \odot \bigcirc \bigcirc 3 \cup J





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

 \cap \cap 0 Э 0 \bigcirc 0 \bigcirc) \bigcirc) J







7

)

)

)

 \bigcirc

Ŭ

)

 \bigcirc

 \bigcirc

)

 \bigcirc

)

0

 \cup

 \bigcirc

0

 \bigcirc

J

0 0 0 0 \bigcirc) \odot \bigcirc 9 \bigcirc





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

0 0 Ó 0) \bigcirc 0 Ó 0 0 ()Ö 0 \bigcirc J) Ĵ



Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

 \bigcirc \bigcirc \bigcirc 0 0 0 0 \bigcirc





0 О 0 \bigcirc \odot 0 0 0 \bigcirc \bigcirc



73

 \bigcirc 0 \bigcirc \bigcirc Э) \bigcirc) \bigcirc \bigcirc .





File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY



File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY

/ Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

D 0 0 0 0 O 0 0) 3 \bigcirc)





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

76

778486/2023/PIU -TRICHY

0 0 0 0 Q \bigcirc Ο Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM



KM

77

Ô ി) $\overline{}$ \bigcirc \bigcirc 0 0 O \bigcirc 0 \bigcirc \bigcirc Ì S





Ğ 0 0 O 0 0 \bigcirc)





79

) \bigcirc \bigcirc 0 \odot 0 0 0 0) \bigcirc \bigcirc J J

Ú





Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

80

0 Ò 0 0 0 0 \bigcirc \bigcirc))

TO MADURAI



BOX CULVERT 3 M X3 M @ 91+636

8

KM 91 + 600

22.50

KM 91 + 700

8.75

KM 91 + 800

22.50

KM 91 + 900

81

KM 91 + 400

BT End

Centre Line

BT

Berm

Boundary

KM 91 + 300

22.50

TO TRICHY

LHS

7.50

7.50

00.1

03 60

KM 91+500



Ő,

3

7

5

3

)

5

)

0

D

0

Q

Ö

D

0

Ű

Ú.

0

3

U

)

Q

J

J

J

Ų



Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

0

 \bigcirc

0

 \bigcirc

 \bigcirc

 \bigcirc

 \bigcirc

3

J



File No. NHAI/PD/TRY/Utility/TWAD/NH38/2023/1921.Dt.18.09.2023 (Computer No. 222001) 778486/2023/PIU -TRICHY

Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM

0



Generated from eOffice by MAHENDRA MEENA, Dy. MGR(RO MADURAI) - MM, DEPUTY MANAGER, NHAI on 23/09/2023 05:00 PM



















