



GOVERNMENT OF KERALA

Abstract

Local Self Government Department - City Gas Distribution (CGD) Project – Uniform policy for Right of Way – Streamlining procedure – Standardisation of Concession Agreement – Mandatory order for Local Self Government Institution for faster approval – Orders issued

LOCAL SELF GOVERNMENT (DC) DEPARTMENT

G.O.(Rt)No.1783/2020/LSGD.

Dated, Thiruvananthapuram, 29/09/2020

ORDER

The Union Government has accorded high priority policy focus for shift to gas-based economy by promoting use of natural gas for electricity generation, powering industrial and commercial units, fuel for cooking and vehicles, and feedstock in manufacturing sector.

1) The City Gas Distribution (CGD) Programme of Petroleum and Natural Gas Regulatory Board (PNGRB), Government of India is the operational instrument to promote this policy which in turn is dependent upon development/expansion of CGD network and the delivery infrastructure like terminals, stations and pipelines. PNGRB has so far granted the authorizations to two concessionaire entities for developing City Gas Distribution (CGD) networks for six (6) specified Geographical Area (GA) in the State for 11 districts. These concessionaire entities are Indian Oil Adani Gas Private Limited (IOAGPL) and Atlantic Gulf & Pacific Limited (AG&P).

	Geographical Area (GA)	Allotment Year	concessionaire
1.	Ernakulum	2015	IOAGPL
2.	Trissur & Palakkad	2018	IOAGPL
3.	Malappuram	2018	IOAGPL
4.	Kozhikode & Wayanad	2018	IOAGPL
5.	Kannur, Kasaragod & Mahe	2018	IOAGPL
6.	Thiruvanthapuram, Kollam & Alappuzha	2018	AG & P

II) The authorization grant by PNGRB for IOAGPL in Ernakulam GA is for laying, building, operating or expanding CGD network in the specified geographical area. with obligation to design and install an optimal size of the infrastructure in terms of pipelines, to establish online compressors of adequate capacity for compressing of natural gas into CNG, to install allied equipment and other facilities to maintain uninterrupted flow of natural gas in the pipelines and also to maintain supplies at adequate pressure to online CNG stations.

III) The faster implementation of CGD programme in Ernakulam GA has received pro-active policy support from State Government since the award of authorization to IOAGPL in 2015 through enabling competent orders in PWD for uniform policy measures and procedure for installation of infrastructures and mechanism for grant of permissions, and concessions chargeable/applicable across all line departments and in Local Self Government Institutions for minimising the lag time in achieving time-bound connectivity with the transmission lines and installation of other associated infrastructure.

IV) However, the progress of CDG network in Ernakulam GA has been tardy and not very satisfactory despite Public Works Department issuing adequate enabling orders for trenching, restoration methodologies, financial commitment liabilities etc. The reported and observed reasons include inordinate delays in local bodies for granting approvals to the applications of IOAGPL for laying pipe lines and establishing pressure regulators, lack of coordination with LSGIs on the part of concessionaire, absence of standard agreement and uniform process, and clarity in financial procedures among others.

V) In consideration of the above, the Government finds it expedient and necessary to provide for uniform policy guidelines in this subject matter enabling the concessionaire entities to establish all the associated infrastructures for full realisation of the benefits of the projects elaborating Standard Agreement Concession (SAC) document between concessionaire entities and LSGIs, financial mechanism, institutional mechanisms for faster approvals, technical parameters of trenching and restoration, liabilities of parties etc.

VI) The allocated geographical area (GA) for concessionaire entities extend to entire district, and is not limited to city area because the

conveyance of gas pipe networks is planned to be laid traversing jurisdictions of panchayats as well which requires the policy implementation mechanisms made applicable to Panchayat also. Simultaneously, PNGRB has so far not allocated any concessionaire entity for 3 districts in the state as on date, and however, the approved policy is to be made applicable for these remaining 3 districts as well. The concessionaire entities allotted by PNGRB (herein after referred as concessionaire) have approached State Government and LSGIs for grant of NOCs / approval for laying gas pipeline network. The extant practice and procedures by Government departments and LSGIs vary causing delay and problems. The uniform policy/guidelines is for timely execution of these projects in public interest.

VII) The Government is pleased to notify the policy guidelines governing grant / permission, levy of restoration charges, determination of compensation for ROU/ROW by LSGIs for laying of City Gas distribution network of the concessionaire allotted by PNGRB for laying of gas pipeline network in the State:

1) The Policy is called "Uniform Guidelines for granting Right of Way (ROW) and Right of Usage (ROU) on assets of municipal corporations, municipalities and panchayats in the State (hereinafter referred as local self-government institutions- LSGIs) for laying underground conveyance / pipelines laying for carrying gas".

2) These guidelines shall come into force with immediate effect.

3) This policy is applicable to all LSGIs in the State - municipal corporations, municipalities and panchayats - who are approached for grant of NOC/approval for ROU/ROW by the concessionaire allotted by PNGRB for gas pipeline network.

4) All the concessionaire allocated by PNGRB are eligible to seek/avail ROU/ROW facility/permission. However, the enforceability of the permission granted is restricted to the extent of provisions/scope of services defined in the license agreement with PNGRB and for the purpose for which it is granted.

5) The policy covers only the permission of ROW/ROU for laying pipeline for CGD network and not for other accessory facilities of the project like CNG station, storage facilities, pumping stations etc.

6) The concessionaire shall have the right for laying of the pipeline only and no other right.

7) The concessionaire shall not claim any exclusive right on the ROW, and any subsequent user agency shall be permitted to use the ROW either above or below by the side of the utilities laid by the first user subject to technical requirement being fulfilled which shall be decided by the secretary of LSGI in his sole discretion

8) LSGI reserves the right to revoke ROW / ROU permission without any payment of cost / compensation to the agency in case of violation of any of the terms and condition of the permission.

9) The permission granted to the agency shall not be transferable.

10) Permission shall be valid for the period of license only.

11) Responsibility of public safety shall lie with the concessionaire.

12) In case of any damage to the existing utility, it shall be the responsibility of the concessionaire to get the services restored within 24 hours and the cost for the same shall be borne by the concessionaire.

13) In case of disruption or damage cause to any existing user by the subsequent user, the LSGI shall not be accountable or liable in any manner whatsoever, and the concessionaire shall indemnify the LSGI by all means including insurance against damage to already existing cables / underground installations / utilities / facilities etc. during the trenching and restoration.

14) A single window mechanism is to be established at each LSGI level.

15) The concessionaire shall remain responsible for obtaining approval / NOC from other departmental/authorities other than LSGIs.

16) The charges towards financial obligation would be subject to review by the Government from time to time.

17) In case of the defects in restoration works and the failure of concessionaire to make good for the same, the performance guarantee shall be forfeited and such work will be executed by LSGI at the cost of concessionaire.

18) The concessionaire shall deposit the prescribed processing fee of Rs.20,000/- (Rs.Twenty thousand) along with application form.

19) The standard concession agreement (SCA) to be executed between the LSGI and the concessionaire for laying the underground pipeline is enclosed which shall in form of memorandum of understanding (MoU). The concessionaire shall bear the levy of any stamp duty for the standard construction agreement, if any.

20) A formal application shall be submitted by concessionaire for CGD in advance to the Secretary of LSGI with detailed description of location, route, work plan and methodology for laying the gas pipeline (HDD or open trenching or both) and alignment-maps, cross section details of trench, surface wise length of cutting required, number and location of road crossing required etc. Information regarding dimension of trenching, dimension of land any other detailed specification shall also be provided in the application. (Masonry structures, manhole, culverts, drains, bridges, other utilities etc.to be marked separately).

An application form in the prescribed format is annexed to this order.

21) Any subsequent trenching plan/alignment shall be informed in advance by the concessionaires for CGD and approval from the secretary of LSGI concerned shall be ensured before starting the work.

22) It shall be mandatory for Secretary of LSGI to accord the approval to the fully complete application submitted by concessionaire for CGD within 21 days of the receipt of the application.

23) The schedule for the trenching and backfilling shall be submitted well before commencement of the work. The concessionaire for CGD are obliged to intimate/notify the schedule of road cutting or any work for laying pipe line seven (7) days in advance and in case of any suggestions/changes indicated sought by LSGI, it should be intimated to the concessionaire for CGD within 24 hours of receiving the schedule. The Secretary of LSGI shall be further be informed - 24 hours prior to the commencement of the trenching, and the daily status of the work shall be intimated to the LSGI office during the execution of work.

24) The pipes shall be laid at a minimum depth of 1.20 m from the lowest level of the carriage way. Pipeline route markers shall be provided visibly at 100 m intervals along the alignment of pipeline by concessionaire for CGD so as to prevent damages during future road

improvements. The backfilling shall be done by using excavated good earth.

25) All precautionary measures such as providing sign boards, fencing, lights etc. shall be arranged by concessionaire for CGD so as to avoid chances for accident to vehicular traffic and pedestrians. All compensations arising due to absence of such precautionary measures or otherwise shall be responsibility of concessionaire for CGD.

26) The maximum length of open trench shall not exceed 200 m at any one location. The excavated/surplus earth shall be spread and compacted on the road shoulders by concessionaire for CGD as per the instruction of the secretary of the LSGI. There shall be no open cross trenches left in the public right of way overnight. Any trench across the road shall be backfilled/restored simultaneously without hindrance to the normal traffic. Temporary BT finish also be the responsibility of concessionaire for CGD in case cross trenching on BT road.

27) Necessary supervisory personnel shall be posted at site by concessionaire for CGD during the execution of works and the copy of sanction order and other details necessary to provide sufficient information would be kept by such official for inspection at any time.

28) The work shall be carried out without any hindrance to the traffic including pedestrians or inconvenience to the Public. Care shall be taken to avoid damages to the carriageway.

29) It shall be obligatory upon concessionaire for CGD to make the road motorable - good and safe for movement within 48 hours after road cutting is accomplished, and the full restoration of the road will be completed within 30 days.

30) While cut open the road, the existing underground utilities shall not be damaged and necessary precaution is to be taken by concessionaire for CGD in this regard who shall be responsible for safeguarding and maintaining all conflicting utilities laid underground including to make good in case of any damage at their own cost and responsibility. It shall be the responsibility of the concessionaire for CGD to coordinate with other agencies whose utilities are conflicting with the proposed work.

31) The utilities laid on LSGI road shall be removed or shifted as and when required by the department at the risk and cost of concessionaire for CGD.

32) The work shall be completed within the scheduled period as specified in the final approval authority by LSGI.

33) The concessionaire for CGD in shall prepare and submit two copies of "As Built" drawings with GPS coordinates.

34) The award of contract for road cutting and restoration preferably to be given to the contractors chosen from the approved list of contractors available with the LSGI.

35) In case of the subsisting defect liability period (DLP) of the roads portion/ segments of which is to be cut/ impeded with, the contractor/agency with DLP obligation will compulsorily be engaged for the work including restoration, and in case of refusal by such contractor/agency the work shall be assigned in the manner as in 34 above.

36) The methods and procedure prescribed by Public Works Department in State Government for cost fixation shall be applicable for the roads owned by LSGIs from time to time. The revision in the cost schedules for these typology/items of works by PWD shall *pari-passu and mutatis mutandis* be applicable to LSGIs assets.

37) The cost of restoration for laying pipeline through open cut shall be worked out at 1.50 times the width of trench. In case of laying pipeline through HDD method (trenchless method) the cost of restoration shall be worked out at 1.50 times the width of pit / trench. However, the minimum width for calculating restoration cost shall be 1.00m in case of BMBC surface roads.

38) The entire amount for road trenching, restoration and for everything adjunct activities shall be payable by concessionaire for CGD. The concessionaire for CGD shall have option to undertake trenching and restoration works of the roads on their own under supervision of the engineers/officials of LSGI provided this is informed by the concessionaire for CGD while seeking approval from LSGI. In such cases, roads shall be restored to the standard of original roads within the time limit stipulated by LSGI. The concessionaire for CGD in such situation shall not pay any amount for road restoration to LSGI. However, the concessionaire for CGD shall remit as security for one year a bank guarantee of 10% of the total amount for trenching and restoration including centage charge as specified by PWD for that particular category of road. This financial arrangement with bank guarantee @

10% shall be binding upon LSGI, and LSGI shall not raise/ devise any different mode of financial arrangement from concessionaire for CGD.

39) The bank guarantee furnished by the concessionaire for CGD as above shall be released only after defect liability period of 12 months from the date of complete road restoration.

40) The concessionaire for CGD and LSGI should nominate one nodal officer from their sides to liaison with each other for all coordination/facilitation related to CGD project.

41) The concessionaire for CGD is obliged to identify and specify the specific parcel of land suitable for installation of District Regulating Stations and Pressure regulating stations.

42) In consideration of requirement of land by the concessionaire for CGD for installation of district regulating stations and pressure regulating stations, LSGI shall have the permissive sanction from Government to lease the parcel of land up to 10 cents to concessionaire for CGD for 30 years, the lease rent in such case shall be payable by the concessionaire @ 5% per annum of the fair value as notified from time to time of the abutting private land.

43) Secretary of LSGI shall issue the NOC within 15 days of the satisfactory completion of the road restoration work.

44) The decision of Secretary of LSGI shall be final and binding in all matters pertaining to the interpretation of these conditions and MOU between concessionaire for CDG and LSGI

45) IOAGPL which is the sole functional concessionaire for CGD presently shall submit comprehensive revised proposals within 1 week after rectification / amendment in the existing applications after the issue of Government Order for application of these standard procedure. IOAGPL shall complete all the remaining works in all the segments which are already approved by LSGIs within 3 months.

46) The concessionaires for CGD during their exclusive rights period shall provide free of any charges PNG (including pipeline connectivity till operation points inclusive of equipment / instruments / burners) to the following buildings/premises located at the distance 200 meters from the pipeline laid by concessionaires for CGD, and owned by the Urban Local body (ULB)/Government Department:

- a) Schools with Mid-day meal scheme
- b) Anganwadis

c) Crematoriums

d) Government hostels for schools.

47) The rate of restoration for the various types of road surface has been calculated as and when required based on revised provisions, including cost index, centage charge and GST with the following specification:

a) Berm Cutting

EW – 30 cm, construction of shoulders – 30 cm

b) Shoulder Cutting

EW – 30 cm, GSB – 30 cm

c) 20 mm chipping carpet road cutting

EW – 62 cm, GSB – 30 cm, WMM – 30 cm

Prime coat (SS), 20 mm open grade chipping carpet/close grade chipping carpet/open grade chipping carpet (manual means)

d) 40 mm premixed chipping carpet road cutting

EW – 64 cm, GSB – 30 cm, WMM – 30 cm

Prime coat (SS), 40 mm open grade chipping carpet

e) BM & BC road cutting

EW – 68 cm, GSB – 30 cm, WMM – 30 cm

Prime coat (SS), Track coat (RS), BM – 50 mm, BC – 30 mm

f) Concrete road

EW – 85 cm, GSB – 30 cm, WMM – 30 cm

PCC 1:3:6 – 15 cm, PCC M20 grade – 10 cm

g) Interlocking tiled road with 100mm /80mm/60mm thick inter locking tile

EW – 70/68/66 cm, GSB – 30 cm, WMM – 30 cm

Inter locking tile – 100/80/60 mm thick

48) The revised applicable for LSGI assets as on 30-03-2019 in accordance with orders of PWD is as follows:

a) Berm Cutting	: Rs. 359.85 /m ²
b) Shoulder cutting	: Rs. 1530.77 /m ²
c) 20 mm open chipping carpet surface	: Rs. 3090.57 /m ²
d) 20 mm close chipping carpet surface	: Rs. 3129.12 /m ²

- e) 20 mm open chipping carpet surface : Rs. 3179.04 /m²
(Manual means)
- f) 40 mm pre mixed chipping carpet surface : Rs.3457.29/ m²
- g) BM & BC road surface : Rs.4069.51/ m²
- h) Concrete road surface : Rs. 5473.44 /m²
- i) 100 mm thick inter locking Tiled road surface : Rs. 4196.75 /m²
- j) 80 mm thick inter locking Tiled road surface : Rs. 3722.14 /m²
- k) 60 mm thick inter locking Tiled road surface : Rs. 3665.91 /m²

49) These Policy guidelines constitute directions for mandatory compliance for all municipal corporations and municipalities under section 58 of Kerala Municipality Act, 1994 and for all panchayats under Section 189 Kerala Panchayath Raj Act, 1994 for their strict compliance by Local bodies.

(By order of the Governor),
BISHWANATH SINHA IAS
PRINCIPAL SECRETARY

To Director of Urban Affairs, Thiruvananthapuram
Panchayath Director, Thiruvananthapuram
Commissioner for Rural Development, Thiruvananthapuram
Chief Engineer, Local Self Government Department
All Municipal/Corporation Secretaries(Through Director, Urban Affairs)
All Panchayath Secretaries (Through Panchayath Director)
The Principal Accountant General (Audit/A&E/LBA&A)
The Information Officer(Web & New Media) I&PRD
The Executive Director, Information Kerala Mission
Stock File/ Office Copy.

Forwarded/ By Order



Section Officer

MoU Between _____ (LSGI) and the LICENSEE

MoU executed on this ___ day of _ at _____ LSGI **District, Kerala**

BETWEEN

_____ **LSGI**, having its office at _____ LSGI,(District) herein after referred to as the **“LICENSOR”** (which term shall mean and include wherever the context so requires or admits its heirs, successors, administrators, executors, attorneys and assigns) of the One Part acting through its duly authorised representative Mr. _____

AND

.....(**Name of the LICENSEE company**) a company registered under the Companies Act,1956 having its Regional Office(Address in District and State) and(Head office address) hereinafter referred to as the **“LICENSEE”** (which term shall mean and include wherever the context so requires or admits its heirs, successors, administrators, executors, attorneys and assigns) acting through its duly authorised representative Mr. _____.

(The **LICENSOR** and the **LICENSEE** are hereinafter collectively referred to as the **‘Parties’** and individually as a **‘Party’** as the context may require or admit.)

WHEREAS the **LICENSOR** is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situated in _____ LSGI. Whereas the **LICENSEE** proposes to lay natural gas pipeline along wards _____ of _____ LSGI.

Whereas the **LICENSEE** has applied to the **LICENSOR** for permission to carry out the laying of natural gas pipeline in various wards of _____ LSGI through open cut and HDD methods.

Hence permission is hereby granted for laying Natural gas pipeline along wards _____ of _____ LSGI, subject to the condition that road shall be restored to the standard of the original road by the **LICENSEE**

LICENSOR	LICENSEE

The conditions are:

1) All the LICENSEE allocated by PNGRB are eligible to seek/avail ROU/ROW facility/permission. However, the enforceability of the permission granted is restricted to the extent of provisions/scope of services defined in the license agreement with PNGRB and for the purpose for which it is granted.

2) The policy covers only the permission of ROW/ROU for laying pipeline for CGD network and not for other accessory facilities of the project like CNG station, storage facilities, pumping stations etc.

3) The LICENSEE shall have the right for laying of the pipeline only and no other right.

4) The LICENSEE shall not claim any exclusive right on the ROW, and any subsequent user agency shall be permitted to use the ROW either above or below by the side of the utilities laid by the first user subject to technical requirement being fulfilled which shall be decided by the secretary of LSGI in his sole discretion

5) LSGI reserves the right to revoke ROW / ROU permission without any payment of cost / compensation to the agency in case of violation of any of the terms and condition of the permission.

6) The permission granted to the agency shall not be transferable.

7) Permission shall be valid for the period of license only.

8) Responsibility of public safety shall lie with the LICENSEE.

9) In case of any damage to the existing utility, it shall be the responsibility of the LICENSEE to get the services restored within 24 hours and the cost for the same shall be borne by the LICENSEE.

10) In case of disruption or damage cause to any existing user by the subsequent user, the LSGI shall not be accountable or liable in any manner whatsoever, and the LICENSEE shall indemnify the LSGI by all means including insurance against damage to already existing cables / underground installations / utilities / facilities etc. during the trenching and restoration.

LICENSOR	LICENSEE

11) A single window mechanism is to be established at each LSGI level.

12) The LICENSEE shall remain responsible for obtaining approval / NOC from other departmental/authorities other than LSGIs.

13) In case of the defects in restoration works and the failure of LICENSEE to make good for the same, the performance guarantee shall be forfeited and such work will be executed by LSGI at the cost of LICENSEE.

14) The LICENSEE shall deposit the prescribed processing fee of Rs.20,000/- (Rs.Twenty thousand) along with application form.

15) The standard concession agreement (SCA) to be executed between the LSGI and the LICENSEE for laying the underground pipeline is enclosed which shall in form of memorandum of understanding (MoU). The LICENSEE shall bear the levy of any stamp duty for the standard construction agreement, if any.

16) A formal application shall be submitted by LICENSEE for CGD in advance to the Secretary of LSGI with detailed description of location, route, work plan and methodology for laying the gas pipeline (HDD or open trenching or both) and alignment-maps, cross section details of trench, surface wise length of cutting required, number and location of road crossing required etc. Information regarding dimension of trenching, dimension of land any other detailed specification shall also be provided in the application. (Masonry structures, manhole, culverts, drains, bridges, other utilities etc.to be marked separately).

An application form in the prescribed format is annexed to this order.

17) Any subsequent trenching plan/alignment shall be informed in advance by the LICENSEEs for CGD and approval from the secretary of LSGI concerned shall be ensured before starting the work.

18) It shall be mandatory for Secretary of LSGI to accord the approval to the fully complete application submitted by LICENSEE for CGD within 21 days of the receipt of the application.

LICENSOR	LICENSEE

19) The schedule for the trenching and backfilling shall be submitted well before commencement of the work. The LICENSEE for CGD are obliged to intimate/notify the schedule of road cutting or any work for laying pipe line seven (7) days in advance and in case of any suggestions/changes indicated sought by LSGI, it should be intimated to the LICENSEE for CGD within 24 hours of receiving the schedule. The Secretary of LSGI shall be further be informed - 24 hours prior to the commencement of the trenching, and the daily status of the work shall be intimated to the LSGI office during the execution of work.

20) The pipes shall be laid at a minimum depth of 1.20 m from the lowest level of the carriage way. Pipeline route markers shall be provided visibly at 100 m intervals along the alignment of pipeline by LICENSEE for CGD so as to prevent damages during future road improvements. The backfilling shall be done by using excavated good earth.

21) All precautionary measures such as providing sign boards, fencing, lights etc. shall be arranged by LICENSEE for CGD so as to avoid chances for accident to vehicular traffic and pedestrians. All compensations arising due to absence of such precautionary measures or otherwise shall be responsibility of LICENSEE for CGD.

22) The maximum length of open trench shall not exceed 200 m at any one location. The excavated/surplus earth shall be spread and compacted on the road shoulders by LICENSEE for CGD as per the instruction of the secretary of the LSGI. There shall be no open cross trenches left in the public right of way overnight. Any trench across the road shall be backfilled/restored simultaneously without hindrance to the normal traffic. Temporary BT finish also be the responsibility of LICENSEE for CGD in case cross trenching on BT road.

23) Necessary supervisory personnel shall be posted at site by LICENSEE for CGD during the execution of works and the copy of sanction order and other details necessary to provide sufficient information would be kept by such official for inspection at any time.

24) The work shall be carried out without any hindrance to the traffic including pedestrians or inconvenience to the Public. Care shall be taken to avoid damages to the carriageway.

LICENSOR	LICENSEE

25) It shall be obligatory upon LICENSEE for CGD to make the road motorable - good and safe for movement within 48 hours after road cutting is accomplished, and the full restoration of the road will be completed within 30 days.

26) While cut open the road, the existing underground utilities shall not be damaged and necessary precaution is to be taken by LICENSEE for CGD in this regard who shall be responsible for safeguarding and maintaining all conflicting utilities laid underground including to make good in case of any damage at their own cost and responsibility. It shall be the responsibility of the LICENSEE for CGD to coordinate with other agencies whose utilities are conflicting with the proposed work.

27) The utilities laid on LSGI road shall be removed or shifted as and when required by the department at the risk and cost of LICENSEE for CGD.

28) The work shall be completed within the scheduled period as specified in the final approval authority by LSGI.

29) The LICENSEE for CGD in shall prepare and submit two copies of "As Built" drawings with GPS coordinates.

30) The award of contract for road cutting and restoration preferably to be given to the contractors chosen from the approved list of contractors available with the LSGI.

31) In case of the subsisting defect liability period (DLP) of the roads portion/ segments of which is to be cut/ impeded with, the contractor/agency with DLP obligation will compulsorily be engaged for the work including restoration, and in case of refusal by such contractor/agency the work shall be assigned in the manner as in 30 above.

32) The methods and procedure prescribed by Public Works Department in State Government for cost fixation shall be applicable for the roads owned by LSGIs from time to time. The revision in the cost schedules for these typology/items of works by PWD shall *pari-passu and mutatis mutandis* be applicable to LSGIs assets.

LICENSOR	LICENSEE

33) In case of inevitable situations where trenching is necessary in roads under Defect Liability Period (DLP), the responsibility of the existing/subsisting DLP will be shifted from the existing contractor subsisting with DLP responsibility to the LICENSEE

34) The cost of restoration for laying pipeline through open cut shall be worked out at 1.50 times the width of trench. In case of laying pipeline through HDD method (trenchless method) the cost of restoration shall be worked out at 1.50 times the width of pit / trench. However, the minimum width for calculating restoration cost shall be 1.00m in case of BMBC surface roads.

35) The entire amount for road trenching, restoration and for everything adjunct activities shall be payable by LICENSEE for CGD. The LICENSEE for CGD shall have option to undertake trenching and restoration works of the roads on their own under supervision of the engineers/officials of LSGI provided this is informed by the LICENSEE for CGD while seeking approval from LSGI. In such cases, roads shall be restored to the standard of original roads within the time limit stipulated by LSGI. The LICENSEE for CGD in such situation shall not pay any amount for road restoration to LSGI. However, the LICENSEE for CGD shall remit as security for one year a bank guarantee of 10% of the total amount for trenching and restoration including centage charge as specified by PWD for that particular category of road. This financial arrangement with bank guarantee @ 10% shall be binding upon LSGI, and LSGI shall not raise/ devise any different mode of financial arrangement from LICENSEE for CGD.

36) The bank guarantee furnished by the LICENSEE for CGD as above shall be released only after defect liability period of 12 months from the date of complete road restoration.

37) The LICENSEE for CGD and LSGI should nominate one nodal officer from their sides to liaison with each other for all coordination/facilitation related to CGD project.

38) The LICENSEE for CGD is obliged to identify and specify the specific parcel of land suitable for installation of District Regulating Stations and Pressure regulating stations.

LICENSOR	LICENSEE

39) In consideration of requirement of land by the LICENSEE for CGD for installation of district regulating stations and pressure regulating stations, LSGI shall have the permissive sanction from Government to lease the parcel of land up to 10 cents to LICENSEE for CGD for 30 years, the lease rent in such case shall be payable by the LICENSEE @ 5% per annum of the fair value as notified from time to time of the abutting private land.

40) Secretary of LSGI shall issue the NOC within 15 days of the satisfactory completion of the road restoration work.

41) The decision of Secretary of LSGI shall be final and binding in all matters pertaining to the interpretation of these conditions and MOU between LICENSEE for CDG and LSGI

42) IOAGPL which is the sole functional LICENSEE for CGD presently shall submit comprehensive revised proposals within 1 week after rectification / amendment in the existing applications after the issue of Government Order for application of these standard procedure. IOAGPL shall complete all the remaining works in all the segments which are already approved by LSGIs within 3 months.

43) The LICENSEES for CGD during their exclusive rights period shall provide free of any charges PNG (including pipeline connectivity till operation points inclusive of equipment / instruments / burners) to the following buildings/premises located at the distance 200 meters from the pipeline laid by LICENSEES for CGD, and owned by the Urban Local body (ULB)/Government Department:

- a) Schools with Mid-day meal scheme
- b) Anganwadis
- c) Crematoriums
- d) Government hostels for schools.

44) The LICENSEE shall have the right for laying of the pipeline only and no other right.

45) The LICENSEE shall not claim any exclusive right on the ROW and any subsequent user agency shall be permitted to use the ROW either above or below by the side of the utilities laid by the first user.

LICENSOR	LICENSEE

46)The LICENSOR reserves the right to revoke ROW / ROU permission without any cost / compensation to the agency in case of violation of any of the terms and condition of the permission.

47) The permission granted to the LICENSEE shall not be transferable.

48) The Permission shall be valid for the period of license only.

49) Responsibility of public safety shall lie with theLICENSEE.

50) In case of any damage to the existing utility, it shall be the responsibility of theLICENSEE to get the service restored within 24 hours and the cost for the same shall be borne by LICENSEE.

51) In case of disruption or damage cause to any existing user by the subsequent user, the LICENSOR shall not be accountable or liable in any manner whatsoever, and the LICENSEE shall indemnify the LICENSEE by all means including insurance against damage to already existing cables / underground installation / utilities / facilities etc. during the trenching and restoration.

52) The LICENSEE shall remain responsible for obtaining approval / NOC from other departments / authorities.

53) In case of the defect in restoration work and the failure of ICENSEE to make good for the same, the performance guarantee shall be forfeited and such work will be executed by the LICENSOR at the cost of LICENSEE.

54) Any subsequent trenching plan / alignment shall be informed in advance by the LICENSEE and approval from LICENSOR shall be ensured before starting the work.

55) The schedule for the trenching and backfilling shall be submitted well before commencement of the work. The LICENSEE are obliged to intimate/notify the schedule of road cutting or any work for laying pipe line seven (7) days in advance and in case of any suggestions/changes indicated sought by LICENSOR, it should be intimated to LICENSEE within 24 hours of receiving the schedule. The LICENSOR shall be further be informed - 24 hours prior to the commencement of the trenching, and the daily status of the work shall be intimated to the LICENSOR during the execution of work.

LICENSOR	LICENSEE

56) The pipes shall be laid at a minimum depth of 1.20 m from the lowest level of the carriage way. Pipeline route markers shall be provided visibly at 100 m intervals along the alignment of pipeline by LICENSEE so as to, prevent damages during future road improvements. The back-filling shall be done by using excavated good earth.

57) All precautionary measures such as providing sign boards, fencing, lights etc. shall be arranged by the applicant, so as to avoid chances for accident to vehicular traffic and pedestrians. All compensations arising due to absence of such precautionary measures or otherwise shall be responsibility of the LICENSEE.

58) The maximum length of open trench shall not exceed 200 m at any one location. The excavated/surplus earth shall be spread and compacted on the road shoulders by IOAGPL, as per the instruction of the PWD/LSGI/Any Govt. authority officials. There shall be no open cross trenches left in the public right of way overnight. Any trench across the road shall be backfilled/restored simultaneously without hindrance to the normal traffic. Temporary BT finish also be the responsibility of IOAGPL, in case cross trenching on BT road.

59) Necessary supervisory personnel shall be posted at site by LICENSEE during the execution of works and he shall keep the copy of sanction order and other details necessary to provide sufficient information for inspection at any time.

60) The work shall be carried out without any hindrance to the traffic including pedestrians or inconvenience to the Public. Care shall be taken to avoid damages to the carriageway.

61) It shall be obligatory upon LICENSEE to make the road motorable - good and safe for movement within 48 hours after road cutting is accomplished, and the full restoration of the road will be completed within 30 days.

LICENSOR	LICENSEE

62) While cut open the road, the existing underground utilities shall not be damaged and necessary precaution is to be taken by LICENSEE in this regard. LICENSEE is responsible for safeguarding and maintaining all conflicting utilities laid underground including to make good in case of any damage at their own cost and responsibility. It shall be the responsibility of LICENSEE to coordinate with other agencies whose utilities are conflicting with the proposed work.

63) The utilities laid on the road shall be removed or shifted as and when required by the LICENSOR at the risk and cost of LICENSEE.

64)The work shall be completed within the scheduled period.

65) The LICENSEE shall prepare and submit two copies of "As Built" drawings with GPS coordinates.

66) The award of contract for road cutting restoration preferably to be given to the contractors chosen from the approved list of contractors available with LICENSOR.

67) In case of the subsisting defect liability period (DLP) of the roads portion/ segments of which is to be cut/ impeded with, the contractor/agency with DLP obligation will compulsorily be engaged for the work including restoration, and in case of refusal by such contractor/agency the work shall be assigned in the manner as in Sl..No. 23 above.

68) The bank guarantee furnished by LICENSEE and the same shall be released only after defect liability period of 12 months from the date of complete road restoration.

69) LICENSOR shall issue the NOC within 15 days of the satisfactory completion of the road restoration work.

70) The decision of LICENSOR shall be final and binding in all matters pertaining to the interpretation of these conditions and MOU between LICENSEE and LICENSOR.

LICENSOR	LICENSEE

71) The jurisdiction of the court/s shall be where the head office of LICENSOR situate.

72) The charges towards financial obligation would be subject to review by the Government from time to time.

LICENSOR

Authorized Person:

Designation:

Address:

LICENSEE

Authorized Person:

Designation:

Address:

IN WITNESS WHEREOF the parties here to acting through their properly constituted representatives have set their hands to cause this Agreement to be signed and executed for and on their behalf as of the date set forth above.

Schedule Under Section 32(A) of The Registration Act:

The LICENSOR

Name & Signature

For, _____ LSGI Through its authorized person

Mr. _____ (Designation: _____)

The LICENSEE

Name & Signature

For, (LICENSEE)Through its Authorized Person

Mr. _____ (Designation: _____)

In the presence of witnesses,

1) Name: - _____

Sign: - _____

Name: - _____ Sign: - _____

Date:

To,
The Secretary

Sub: Laying of Natural gas pipeline along _____ Road from _____ to _____ for expansion of city gas project in _____ District.

Ref:

Sir/Madam

We hereby submit our application of request seeking permission to lay Natural Gas pipeline along _____ Road from _____ to _____ for your kind consideration.

The application is being made in accordance to the Govt Order (GO) _____

All the necessary supporting documents have been attached for your further action. In addition, a sketch depicting the details of the proposed pipeline route is also attached with this letter for your kind reference.

..... (Name of the concessionaire) shall lay the pipelines in accordance to the provisions of Govt Order (GO) _____. At all the above-mentioned locations, the pipeline construction work shall be carried out without causing any hindrance to traffic / public movement and the road shall be restored to its original condition within the period specified in the GO.

It is requested to kindly grant us the permission to construct the mentioned pipeline necessary for the expansion of the city gas project in _____ District.
Thanking you and assuring our best co-operation at all times.

(Authorized Signatory)

CHECK-LIST

Check list for getting approval for constructing underground Natural Gas Pipeline Network on _____ road from _____ to _____

	Item			Information/Status	Remarks
1	General Information				
1.1	Name and Address of the Applicant/Agency				
1.2	Road Name / Ward no.				
1.3	District				
1.4	Location / stretches				
	Chainage in Km	Length (Mtr)	Road Width	Distance of Proposed Utility from Centre of Road	LHS/RHS
1.					
2.					
1.5	Defect Liability Period of last work undertaken in the stretch				
1.6	Proposed location of utility line Laying / crossing the road			Drawings to be Attached	
1.7	Details of already laid services, if any along the proposed route			KWA, BSNL, etc	
1.8	Whether proposal to lay gas pipeline is after the service road or between the service road and main carriageway			End of the ROW	
1.9	Whether carrying of gas pipeline has been proposed on Bridges. If yes, then mention the methodology proposed for the same.				
1.10	Whether carrying of gas pipeline has been proposed on the parapet/any part of the bridges. If yes, then mention the methodology proposed for the same.				
1.11	If Crossing of the road involved, If yes, it shall be either through HDD methodology or open cut at the expense of the agency owing the line				
	(a) Whether existing drainage structures are allowed to carry gas pipelines				
	(b) is it on a line normal to road				
	(c) Crossings shall not be too			Minimum distance followed	

	near the existing structures on the road. What is the distance from the existing structures		
	(d) In case the pipeline crossing is done through the casing pipe (or conduit pipe) carrying the gas 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. Mention type of casing.	Mild Steel Pipe as casing pipe	
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes	
	(f) The casing/conduit pipe should, as minimum extend from drain	Yes	
	(g) The top of 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. Mention the proposed details.	Drawing Attached	
	(h) Mention the methodology proposed for crossings of roads for the proposed gas pipeline. Crossing shall be by boring method (HDD) trenchless technology	Horizontal Directional Drilling Method	
	(i) The casing/Conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	Yes	
2	Document/Drawings enclosed with the proposal.	Yes	
2.1	Cross section showing the size of trench for open trenching method (is it normal size of 1.2 m deep x 0.3m wide)	Enclosed	
	(i) Should not be greater than 60 cm wider than the outer diameter of the pipe		
	(ii) Located as close to the extreme edge of the right-of way as possible		
	(iii) Shall not be permitted to run along the road when the road formation is situated in double cutting. Nor shall these be laid		

	over the existing culverts and bridges.		
	(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land		
2.2	Cross section showing the size of pit and location of cable for HDD method	Enclosed	
2.3	Strip plan/Route Plan showing Gas pipe line, Chainage, width of ROW distance or proposed, cable form the edge of ROW, important miles stone, intersections, cross drainage works etc.	Enclosed	
2.4	Methodology for laying of showing Gas pipe line.		
2.4.1	Open trenching method. (Open trenching in bituminous surface will be allowed in utility corridor only where road is not under defect liability period (DLP) with proper justification for not using HDD). If yes, Methodology for laying of refilling of trench)	Enclosed	
	(a) Defect liability period of the stretch		
	(b) The trench width should be at least 30 cm but not more than 60 cm wider than the outer diameter of the pipe	Enclosed	
	(c) For filling of the trench, Bedding shall be to a depth of not less than 30 cm.	Yes	
	(d) The backfill shall be completed in two stages (i) side fill to the level of the top to the pipe and (ii) overfill to the bottom of the road crust.	Yes	
	(e) The side fill & Over fill shall be compacted.	Yes	
	(f) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	
	(g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
	(h) If required, a diversion	Yes	

	shall be constructed at the expenses of agency owing the utility line.		
2.4.2	Horizontal Directional Drilling (HDD) Method	Yes	
3	Draft MoU signed by two witness	Enclosed	
4	Whether performance Bank guarantee against road restoration is attached.	After Sanction	
4.1	Confirmation of BG has been obtained	Yet to receive	
5	Undertaking from the Application for the following is to be furnished		
5.1	Undertaking for not to Damage to other utility, if damaged then pay the losses either to PWD/LSGI/Any Govt. Authority or to the concerned agency.	Enclosed	
5.2	Undertaking for renewal of Bank Guarantee as and when asked by LSGI	Enclosed	
5.3	Undertaking for confirming all standard condition of LSGI	Enclosed	
5.4	Undertaking for Indemnity against all damages and claims.	Enclosed	
5.5	Undertaking for management of traffic movement during laying of gas line without hampering the traffic.	Enclosed	
5.6	Undertaking that prior approval of the LSGI shall be obtained before undertaking any work for installation, shifting or repairs, or alterations to the gas pipeline located in the road right-of-ways.	Enclosed	
5.7	Undertaking that expenditure, if any, incurred by LSGI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas supply pipe line will be borne by the agency owing the line.	Enclosed	
5.8	Undertaking that text of the MoU is as per verbatim of LSGI	Enclosed	
5.9	Undertaking that the applicant has obtained various safety clearances from the representative authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosive safety Organizations, State /Central	Enclosed	

	Pollution Control Board and any other statutory clearances as applicable, before applying to LSGI		
5.1 0	Undertaking that the utility line shall be shifted by the utility agency at the cost of the agency owing the utility line, if the LSGI consider it necessary in future to shift the utility line for expansion of road.	Enclosed	
6	Who will sign the MoU on behalf of Natural Gas pipe line agency?		

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

Not to Damage to other utility, if damaged then pay the losses either to PWD/LSGI/Any Govt. Authority or to the concerned agency.

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across
_____ in _____ District at CH / Location
_____:

Renewal of Bank Guarantee as and when asked by LSGI

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across
_____ in _____ District at CH / Location
_____:

Confirming all standard condition of LSGI

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across
_____ in _____ District at CH / Location
_____:

Indemnity against all damages and claims

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

Management of traffic movement during laying of gas line without hampering the traffic.

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

Prior approval of the PWD/LSGI/Any Govt. Authority shall be obtained before undertaking any work for installation, shifting or repairs, or alterations to the gas pipeline located in the road right-of-ways.

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

Expenditure, if any, incurred by PWD/LSGI/Any Govt. Authority for repairing any damage caused to the road by the laying, maintenance or shifting of the Gas supply pipe line will be borne by the agency owing the line.

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across
_____ in _____ District at CH / Location
_____:

The text of the MoU is as per verbatim of LSGI

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

The applicant has obtained various safety clearances from the representative authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosive safety Organizations, State /Central Pollution Control Board and any other statutory clearances as applicable, before applying to Highway Administration.

UNDERTAKING

We undertake that the laying of Natural Gas Pipeline along and across _____ in _____ District at CH / Location _____:

The utility line shall be shifted by the utility agency at the cost of the agency owing the utility line, if the PWD/LSGI/Any Govt. Authority consider it necessary in future to shift the utility line for expansion of road.

Memorandum of Understanding

The conditions are:

1. A formal application shall be submitted by IOAGPL and AG & P/ any other entity awarded by PNGRB for CGD for GA in the state (hereinafter referred as concessionaire for CGD) in advance to the Secretary of municipal corporation/ municipality/panchayat (hereinafter referred as Secretary of LSGI) along with alignment-maps, cross section details of trench, surface wise length of cutting required, number and location of road crossing required etc. (Masonry structures, manhole, culverts, drains, bridges, other utilities etc.to be marked separately). Any subsequent trenching plan/alignment shall be informed in advance by the concessionaires for CGD and approval from the secretary of LSGI concerned shall be ensured before starting the work. (Point no:3 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)
2. It shall be mandatory for Secretary of LSGI to accord the approval to the fully complete application submitted by concessionaire for CGD within 15 days of the receipt of the application. (Decided based on discussion between Principal Secretary, LSGD - Urban and IOAGPL)
3. The schedule for the trenching and backfilling shall be submitted well before commencement of the work. The concessionaire for CGD are obliged to intimate/notify the schedule of road cutting or any work for laying pipe line seven (7) days in advance and in case of any suggestions/changes indicated sought by LSGI, it should be intimated to the concessionaire for CGD within 24 hours of receiving the schedule. The Secretary of LSGI shall be further be informed - 24 hours prior to the commencement of the trenching, and the daily status of the work shall be intimated to the LSGI office during the execution of work. The backfilling shall be done by using excavated good earth. (Point no:5 in MOU between IOAGPL and EE, PWD dated 21/01/2017 with additional clarity)
4. The pipes shall be laid at a minimum depth of 1.20 m from the lowest level of the carriage way. (Condition no:2 in MOU between IOGAPL and EE, PWD dated 21/01/2017)

5. Pipeline route markers shall be provided visibly at 100 m intervals along the alignment of pipeline by concessionaire for CGD so as to prevent damages during future road improvements. (Point no:9 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
6. All precautionary measures such as providing sign boards, fencing, lights etc. shall be arranged by concessionaire for CGD so as to avoid chances for accident to vehicular traffic and pedestrians. All compensations arising due to absence of such precautionary measures or otherwise shall be responsibility of concessionaire for CGD. (Point no:8 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
7. The maximum length of open trench shall not exceed 200 m at any one location. The excavated/surplus earth shall be spread and compacted on the road shoulders by concessionaire for CGD as per the instruction of the secretary of the LSGI. There shall be no open cross trenches left in the public right of way overnight. Any trench across the road shall be backfilled/restored simultaneously without hindrance to the normal traffic. Temporary BT finish also be the responsibility of concessionaire for CGD in case cross trenching on BT road. (Point no:11 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)
8. Necessary supervisory personnel shall be posted at site by concessionaire for CGD during the execution of works and the copy of sanction order and other details necessary to provide sufficient information would be kept by such official for inspection at any time. (Point no:7 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
9. The work shall be carried out without any hindrance to the traffic including pedestrians or inconvenience to the Public. Care shall be taken to avoid damages to the carriageway. (Point no:10 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
10. It shall be obligatory upon concessionaire for CGD to make the road motorable - good and safe for movement within 48 hours after road cutting is accomplished, and the full restoration of the road will be completed

within 30 days. (Decided based on discussion between Principal Secretary, LSGD - Urban and IOAGPL)

11. While cut open the road, the existing underground utilities shall not be damaged and necessary precaution is to be taken by concessionaire for CGD in this regard who shall be responsible for safeguarding and maintaining all conflicting utilities laid underground including to make good in case of any damage at their own cost and responsibility. It shall be the responsibility of the concessionaire for CGD to coordinate with other agencies whose utilities are conflicting with the proposed work. (Point no:12 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)
12. The utilities laid on LSGI road shall be removed or shifted as and when required by the department at the risk and cost of concessionaire for CGD. (Point no:16 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)
13. The work shall be completed within the scheduled period as specified in the final approval authority by LSGI. (Condition no:14 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
14. The concessionaire for CGD in shall prepare and submit two copies of "As Built" drawings with GPS coordinates. (Condition no:16 in MOU between IOAGPL and EE, PWD dated 21/01/2017)
15. The award of contract for road cutting and restoration preferably to be given to the contractors chosen from the approved list of contractors available with the LSGI. (Decided based on discussion between Principal Secretary, LSGD - Urban and IOAGPL)
16. In case of the subsisting defect liability period (DLP) of the roads portion/ segments of which is to be cut/ impeded with, the contractor/agency with DLP obligation will compulsorily be engaged for the work including restoration, and in case of refusal by such contractor/agency the work shall be assigned in the manner as in 14 above. (Decided based on discussion between Principal Secretary, LSGD - Urban and IOAGPL)
17. The methods and procedure prescribed by Public Works Department in State Government for cost fixation shall be applicable for the roads owned

by LSGIs from time to time. The revision in the cost schedules for these typology/items of works by PWD shall pari passu and mutatis mutandis be applicable to LSGIs. (Decided based on discussion between Principal Secretary, LSGD- Urban and IOAGPL)

18. The cost of restoration for laying pipeline through open cut shall be worked out at 1.50 times the width of trench. In case of laying pipeline through HDD method (trenchless method) the cost of restoration shall be worked out at 1.50 times the width of pit / trench. However, the minimum width for calculating restoration cost shall be 1.00m in case of BMBC surface roads. (Point no:1 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)

19. The entire amount for road trenching, restoration and for everything adjunct activities shall be payable by concessionaire for CGD. The concessionaire for CGD shall have option to undertake trenching and restoration works of the roads on their own under supervision of the engineers/officials of LSGI provided this is informed by the concessionaire for CGD while seeking approval from LSGI. In such cases, roads shall be restored to the standard of original roads within the time limit stipulated by LSGI. The concessionaire for CGD in such situation shall not pay any amount for road restoration to LSGI. However, the concessionaire for CGD shall remit as security for one year a bank guarantee of 10% of the total amount for trenching and restoration including centage charge as specified by PWD for that particular category of road. This financial arrangement with bank guarantee @ 10% shall be binding upon LSGI, and LSGI shall not raise/ devise any different mode of financial arrangement from concessionaire for CGD. (Point no:6 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)

20. The bank guarantee furnished by the concessionaire for CGD as above shall be released only after defect liability period of 12 months from the date of complete road restoration. (Point no:18 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)

21. The concessionaire for CGD and LSGI should nominate one nodal officer from their sides to liaison with each other for all coordination/facilitation related to CGD project. (Decided based on discussion between Principal Secretary, LSGD-Urban and IOAGPL)

22. The concessionaire for CGD is obliged to identify and specify the specific parcel of land suitable for installation of District Regulating Stations and

Pressure regulating stations. (Decided based on discussion between Principal Secretary, LSGD- Urban and IOAGPL)

23. In consideration of requirement of land by the concessionaire for CGD for installation of district regulating stations and pressure regulating stations, LSGI shall have the permissive sanction from Government to lease the parcel of land up to 10 cents to concessionaire for CGD for 30 years, the lease rent in such case shall be payable by the concessionaire @ 5% per annum of the fair value as notified from time to time of the abutting private land. (From GO issued by PWD dept dated 12/12/2017)
24. Secretary of LSGI shall issue the NOC within 15 days of the satisfactory completion of the road restoration work. (Decided based on discussion between Principal Secretary, LSGD- Urban and IOAGPL)
25. The decision of Secretary of LSGI shall be final and binding in all matters pertaining to the interpretation of these conditions and MOU between concessionaire for CDG and LSGI., (Point no:15 in conditions specified in letter from CE to EE, PWD dated 07/09/2016)
26. IOAGPL which is the sole functional concessionaire for CGD now shall submit comprehensive revised proposals within 1 week after rectification / amendment in the existing applications after the issue of Government Order for application of these standard procedure. (Decided based on discussion between Principal Secretary, LSGD- Urban and IOAGPL)
27. IOAGPL which is the sole functional concessionaire now shall complete all the remaining works in all the segments which are already approved by LSGIs within 3 months. (Decided based on discussion between Principal Secretary, LSGD- Urban and IOAGPL)
28. The concessionaires for CGD during their exclusive rights period shall provide free of any charges PNG (including pipeline connectivity till operation points inclusive of equipment / instruments / burners) to the following buildings/premises located at the distance 200 meters from the pipeline laid by concessionaires for CGD, and owned by the Urban Local body (ULB)/Government Department:
 - i. Schools with Mid-day meal scheme

- ii. Anganwadis
- iii. Crematoriums
- iv. Government hostels for schools.

LICENSOR

Authorized Person: Mr _____

Designation: _____

Address: _____

LICENSEE

Authorized Person:

Designation:

Address:

IN WITNESS WHEREOF the parties here to acting through their properly constituted representatives have set their hands to cause this MoU to be signed and executed for and on their behalf as of the date set forth above.

: Schedule Under Section 32(A) of The Registration Act:

In the presence of witnesses,

1) Name: _____ Sign: _____

2) Name: _____ Sign: _____