

RW/BHP/MP/Transmission-Line(04)/2024-25 Government of India Ministry of Road Transport & Highways (Chief Engineer - Regional Office, Bhopal)

2nd Floor, Nirman Bhawan, Arera Hills, Bhopal-462011 PH: 0755-2551329, 0755-2571467, Email ID: ro.bpl-morth@gov.in

Date:01.01.2025

Invitation of Public Comments

Subject: Proposal for permission of overhead road crossing of 132 KV electrical transmission line (khujuner-chapiheda) at Ch 27+200 on NH-752C in the state of Madhya Pradesh- reg.

CE(NH), MPPWD, Bhopal vide letter no. NH/R/Power Grid/2024/937 dated 24.12.2024 forwarded therewith a proposal in this office for permission of overhead road crossing of 132 KV electrical transmission line (khujuner-chapiheda) at Ch 27+200 on NH-752C in the state of Madhya Pradesh.

2. As per Ministry vide OM No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the Highways Administrator will make available the proposal seeking permission for utility laying for public comments for 30 days on ground of public interest.

3. In view of the above the comments of public are invited on captioned proposal and the same should reach to below mentioned address within 30 days beyond which no comments will be considered.

The Highways Administration O/o RO Highways Administration Ministry of Road Transport & Highways IInd Floor, Nirman Bhawan, Bhopal-462011. Email: ro.bpl-morth@gov.in

4. This issues with the approval of Highways Administration-cum Regional Officer, MoRT&H, Bhopal. (Computer no. – 247336).

Digitally signed by Shubham Kaushal Ahirwar Date: 01-01-2025 14:28:52 Assistant Executive Engineer For RO, MoRT&H, Bhopal

Copy to:

- 1. The Senior Technical Director, NIC, Transport Bhawan, New Delhi-110001 for uploading on Ministry's Website.
- 2. The CE(NH), MPPWD, Bhopal-for information.
- 3. The EE(NH), MPPWD, Division-Bhopal -for information and requested to furnish the recommendation in view of Ministry's circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 along with verified fees viz. license fee etc. as per circular and their detailed calculations.



Ref:-1.Executive Engineer, PWD NH Division Bhopal letter no. 2251/Technical/2024 dated 10.07.2024.

- 2. MORT&H, Ministry circular no. NH-III/P/20/77 dt. 8.04.1982 and IRC 32-1969
- 3. As per Gazette of India (Central Elecricity Authority {CEA} guideline dated 08.06.2023

Please refer to the memo cited under reference vide which Executive Engineer, PWD NH Division, Bhopal has submitted a proposal for permission to allow the overhead crossing of a 132 KV electrical transmission line at Ch. 27+200 (length 45 m) on Jirapur-Pachore Road on NH-752C for necessary approval.

In this regard, the General Manager, MP Power Transmission Package-I Limited, New Delhi, in their letter no. MPPTP/1316/TBCB/MP/RO/ROW/640 dated 25.10.2024, has affirmed that the proposal complies with the Gazette of India (Central Electricity Authority {CEA}) guidelines dated 08.06.2023.

The following License/Lease Rent & Bank Guarantee has submitted are as under:

- 1. Bank Guarantee: (Bank Guarantee no. 3034324BG000024 dated 14.06.2024, valid up to 13.06.2025, issued by SBI Bank of Rs. 36,000/-) has been deposited in favor of the Executive Engineer, PWD NH Division, Bhopal.
- 2. License/Lease Rent: An amount of Rs. 56,371/- has been deposited via the NTRP Portal on 26.06.2024 (Bharatkosh reference no. 2606240013980).

In view of the above, the proposal submitted by the Executive Engineer, PWD NH Division, Bhopal, for the overhead crossing of the 132 KV electrical transmission line is hereby forwarded for your consideration and necessary approval. **Encl**: As above

Approved by Chief Engineer (NHs)

EXECUTIVE ENGINEER OFFICE OF THE CHIEF ENGINEER NATIONAL HIGHWAY ZONE M.P.P.W.D BHOPAL Bhopal, Date /12/2024

Endt. No. NH/R/Power Grid/2024 Copy is forwarded to,

1. Executive Engineer, PWD NH Division Bhopal for information.

EXECUTIVE ENGINEER OFFICE OF THE CHIEF ENGINEER NATIONAL HIGHWAY ZONE M.P.P.W.D BHOPAL कार्यालय कार्यपालन यंत्री लोक निर्माण वियाग रा.स.सभाग (मिसरोद) भोपाल(म.प्र.) email:- eepwdnhbhopal@gmail.com Phone No:- 0755. 2488956

पत्र कमांक/ 2251/तकनीकी. / 2024-25 भोजल दिनांक 10/7/२५

मुख्य अभियंता लोक निर्माण विभाग निर्माण भवन रा.रा.परिक्षेत्र भोपाल म.प्र.

विषयः–

रा0रा0752—सी जीरापुर —पचोर मार्ग पर सेवेक 274-200 वर 132 केवी. ट्रान्समिशन लाईन छे एन.एच. कासिंग के संदेध में ।

संदर्भः–

प्रति,

एम.पी.पावर ट्रांसभिशन का पत्र क. 161 विलोक 30.10.2023
 एम.पी.पावर ट्रांसभिशन का पत्र क. 391 विलोक 15.05.2024
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उपरोक्त विषयातर्गत लेख है कि राठराठगण - की जीवापुर --मकोर मार्ग पर चैनेज 27+200 ज एम.पी.पावर ट्रान्समिशन पैकेज-- 1 लिमिटेड ट्रारा132 कंवी अन्यतिशन लाईन के एन.एच. कार्तिंग के संघंध न अनुमति हेतु संदर्भित पत्र कमांक 01 द्वारा प्रकरण प्रेडित तिम्या गया १ वृत्त संघंध में आरन सरकार जान्य परिवहन एवं राजमार्ग मंत्रालय की माइड लाईन अग-२७०२-/०१-2022-SMR(TRD) विमोक 24.0-2020 ज अनुसार बी.जी. की कुल राशि 36060,/--फार्यपालन यंत्री जावनेवि राजनाम संघल क नाम से बनावन क लाइसेन्स फीस की कुल राशि 56371/--आनलाइन अटला या क्रिया गया है। साथ ही उवत जावे ये अंडर टेंकिंग भी उनकें द्वारा जमा क्याई गई है।

अतःप्रवरण आपकी ओर आवश्यक कार्यवाही हेतु प्रेवित हे .

सहपत्रः-प्रकरण उपरोक्तानुसार

पत्र कमांक/

/तकनीकी. / 2024--25 / ोगाल दि

प्रतिलिपिः--अनुविभागीय अधिकारी लो.मि.वि.स.रा.उपरांधमा को महा की आंध सुचनार्थ प्रेषित।

जो निविधाण संभाग भोपाल

M.P. POWER TRANSMISSION PACKAGE-I LIMITED

Registered office: 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi-110 057, INDIA Tel: +91-11-2614077 Fax: +91-11-41052064, E-mail: info@mpptpl.com, website: www.mpptpl.com CIN: U40108DL2020GOI367417

Ref No: - MPPTPL/1316/TBCB/MP/ROW/391

Date: 15.06.2024

To,

The Executive Engineer, NH-PWD .Misrod, Bhopal, Madhya Pradesh.

Sub: Development of Intra-State Transmission Work in M.P. Through Tariff Based Competitive Bidding (Package-1): Submission of 132 kV Khujuner-Chapiheda Transmission Line overhead 752C Jirapur –Pachore road crossing Bank Guarantee & Other Documents, (Under Article-11 as per TSA).

Ref: Transmission Service Agreement (TSA) dated 21.01.2023.

Our Previous Letter No

- 1- MPPTPL/1316/TBCB/MP/RO/ROW/040 Dated-03.06.2023
- 2- MPPTPL/1316/TBCB/MP/RO/ROW/161 Dated-31.10.2023

Your Letter Ref No

1- 1365/24-25 Dated-24.05.2024

Dear Sir,

In context to your letter no.1365 on dated 24.05.2024 where in it has been directed to submit the Bank Guarantee for approval of 1nos NH-752C overhead crossing our 132kV Khujuner-Chapiheda Transmission line. In this regard we are here by submitting the original copy of Bank Guarantee and online license fee receipt copy for further approval. BG-Details

SI.No	Bank Guarantee	Date	Amount	Remarks
1	3034324BG000024	Date of Issue -	36000/-	ForNH-752C
i		14.06.2024-		overhead
I.		Date of expiry-		crossing
		13.06.2025		-

Thanking you & assuring you of our best services at all time.

Yours Sincerely, For M.P. Power Transmission Package- I Limited,

15/06/224.

Akshaya Kumar Pradhan General Manager, Bhopal E:info@mpptpl.com.

Encl: Original BG, Crossing Documents

License fee for laying of utility services, , F.No.RW/NH-36094/01/2022-S&R(P&B) Printed On: 26-06-2024 11:51:34 Disclaimer:- This is a system generated electronic receipt, hence no physical signature Dated Jun 26 2024 11:50AM the sum of INR 56371 (Fifty-Six Thousand Three Dated: Jun 26 2024 11:50AM with Transaction Ref.No. Hundred Seventy-One Only) through Internet based Online payment in the Government of Inde Receipt Parks RECEIPT **MR. AKSHAYA PRADHAN** is required for the purpose of authentication Courtesy :- Controller General of Accounts 2606240013980 (E-208825), NH752C Crossing. Transaction Ref.No. 2606240013980 Received from account of



SBI

STATE BANK OF INDIA SBI HABIBGANJ Plot no 2A Sadana Tower BHOPAL

Tel No. Fax No. SWIFT No. PIN Code 0755-2555910 0755-2557407 SBIN0030343 462011

14-06-2024

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THE EXECUTIVE ENGINEER PWD NATIONAL HIGHWAY DIVISION BHOPAL, MISROD, BHOPAL-464047, MADHYA PRADESH

DEAR SIR(S),

Τø,

:	3034324BG0000024
:	14-06-2024
:	INR 36,000.00
:	13-06-2025
:	13-06-2025
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:	THE EXECUTIVE ENGINEER PWD
	:

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.



*AUTHORISED SIGNATORY - 2 (*2nd signatory required, if BG is for Rs. 50000/- and above)

The beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch and also verify that Bank Guarantee for Rs.50000/- (Rupees Fifty Thousand Only) & above is signed by two authorized officials of the Bank.

Jun 14, 2024 11:44 AM



Jun 14, 2024 11:44 AM

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ANNEXURE - BG-5

MODEL FORM OF BANK GUARANTEE BOND GUARANTEE BOND

- 2. We 6 the Bank. A Londing Helding an 2010 C.T. Branch... (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.36,0.00
- 3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
 - The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
 - We S. Die Bark (bank name). Hoors form in (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or

4.

Year)

"The said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (claim date)...... we shall be discharged from all liabilities under this guarantee thereafter.

We ...Statt...BOWAC...e. Local A....Habit de Conf... (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s), and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s)

7. We Shile Bank of Frida Making and ... (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein.

i. Our liability under this Guarantee shall not exceed Rs. 3.6.000/

ii. This Bank Guarantee shall be valid up to (Being thedate of expiry of the Guarantee)

iii. We are liable to pay the guarantee amount only and only if we receive from you a written demand on or before [] date, inclusive of claim period, if any)

Dated the 20......



5.

Eximbills Enterprise -- SWIFT

Eximbilis Enterprise SWIFT

Main Reference NO: 3034324BG0000024 Transaction Reference NO: 3034324BG0000024 Unit Code: 30343 Module Name: BGIF Transaction Date: 14-06-2024 Event Time: 1 **Release Date**

Operator: **Function Name: Transaction Time:** Release by Release Time:

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7033:		Name of applicant and his details
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7034:		Name of Beneficiary and his details
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14-06-2024



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2024



AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS/TRANSMISSION OVERHEAD LINE ON NATIONAL HIGHWAYS

Agreement for Over Head Transmission Line crossings at Ch. 27+200 on Jirapur-Pachore Road (NH-752C).

Agreement to lay Telecom Cables/DUCT/Optical Fiber/Transmission Overhead line on NH-752C at Ch. 27+200 (length 45 m.) on Jirapur-Pachore road Total section length ROW applied for 45*8 mtr along with 1 road crossing at Km 27+200.

This Agreement made this ______ day of _____ Month of ______ year between Public Works Department National Highway Misrod, Bhopal acting in his executive capacity through _______ (hereinafter referred to as PWD NH which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part and M/s M.P. Power Transmission Package-I Ltd. a company registered under companies act 1956 and having its registered office located at 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi- 110057 (here after referred as MPPTPL /Licensee) which expression shall, unless excluded by or repugnant to the context, include his heirs its successors / their successors and assigns) of the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in on NH-752C at Ch. 27+200 (length 45 m.) on Jirapur-Pachore road. Whereas the Licensee proposes to lay Telecom cable / OFC cable / electrical cable / pipe line / ducts/ Transmission Overhead line etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to Overhead Transmission Line 132 Kv Khujner-Chhapiheda Transmission Line utility service across the NH-752C at Ch. 27+200 (length 45 m.) on Jirapur-Pachore road Total section length ROW applied for 45*8 mtr along with 1 road crossing at Km 27+200 of road.

And whereas the Authority has agreed to grant such permission for way leave on the SH/NH RoW as per terms and conditions here in after mentioned.

Now this agreement witnessed that in consideration of the conditions here in after contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider,

- either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance,

Akshaya Kumar Pradhan General Manager MPPT PKG-1 LTD

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project management_ obtaining regulatory approvals & necessary Clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.

- 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 MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NHPWD. The utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road, side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shalt be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 10.85 metre above the road level. However, any structure above ground shall be aesthetically provided for I landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.

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

13. The top of the casing/condult 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

Akshaya Kumar Pradhan General Manager MPPT PKG-1 LTD whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.

- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 ems wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 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 ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by 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.100/- per route metre / Rsper sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services &interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work

Akshava Rumar Pradhan General Manager MPPT PKG-1 LTD

contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoWfacility;

- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of Issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
- 23. The Licensee shall be solely responsible /liable for full compensation/indemnification of concerned agency / aggrieved Authority for, any direct, indirect, or consequential damage caused to them/claims or replacements, sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have aright make good such damages/ recover the claims by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee falling to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.

Akshaya Kumar Pradhan Ganeral Manager MPPT PKG-1 LTD

- 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 rate) 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 services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of SH RoW will be permitted for any purpose other than that specified in the Agreement.
 - 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
 - 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
 - 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the SH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
 - 36. The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate an matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
 - 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation 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:

Akshaya Kumar Pradhan

General Manager MPPT PKG-1 LTD

- a. Operation, repair and maintenance guidelines given by the manufacturers.
- b. the requirements of Law,
- c. the physical conditions at the Site, and
- d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORTH/ NHAI/ NHPWD/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This Agreement has been executed in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY

BY SHRI

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S M.P. Power Transmission Package-I Ltd. (LICENSEE)
BY SHRI
Akshaya Komar Pradhan

(Signature, name & address with stapperal Manager MPPT PKG-1 LTD

HOLDER OF GENERAL POWER OF ATTORNEY DATED

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO DATED DATED

PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON

IN THE PRESENCE OF (WITNESSES)

M.P. POWER TRANSMISSION PACKAGE-I LIMITED

Registered office: 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi-110 057, INDIA Tel: +91-11-2614077 Fax: +91-11-41052064, E-mail: info@mpptpl.com, website: www.mpptpl.com CIN: U40108DL2020GOI367417

MPPTPL/1316/TBCB/MP/RO/ROW/640

Date: 25.10.2024

प्रति.

कार्यपालन यंत्री, लोक निर्माण विभाग, रा0रा0 संभाग, भोपाल (मिसरोद) (म.प्र.)

विषयः रा.रा. क. 752—सी जीरापुर—पचोर मार्ग किमी 0+00 से 58+790 अंतर्गत मार्ग का उन्नयन एवं पुर्ननिर्माण कार्य के अंतर्गत Overhead crossing 132 kV (Khujner-Chhapiheda) Electrical Transmission line on NH-752 C at Ch. 27+200 (lengh 45 m) on Jirapur-Pachore road.

संदर्भः 1.आपका पत्र क. 3098 / तकनीकी / जीरापुर—पचोर मार्ग / 2023—24 भोपाल दिनांक 07.10.2024.

2. इस कार्यालय का पूर्व में प्रेषित पत्र क. 40 दिनांक 01.06.2023.

3. इस कार्यालय का पूर्व में प्रेषित पत्र क. 161 दिनांक 31.10.2023.

4. इस कार्यालय का पूर्व में प्रेषित पत्र क. 348 दिनांक 24.05.2024.

5. इस कार्यालय का पूर्व में प्रेषित पत्र क. 391 दिनांक 15.06.2024.

इस कार्यालय का पूर्व में प्रेषित पत्र क. 450 दिनांक 51.07.2024.

उपरोक्त विषयांतर्गत एवं संदर्भ में लेख है कि मध्य प्रदेश पॉवर ट्रांसमिशन पैकेज–1 लि., द्वारा रा.रा. क. 752–सी जीरापुर–पचोर मार्ग पर क्रासिंग की अनुमति हेतु प्रस्ताव प्रस्तुत किया गया था एवं आपके द्वारा चाहे गये दस्तावेज एवं निर्धारित लाइसेंस फीस एवं बैंक गारंटी आपके कार्यालय में जमा करा दी गयी थी।

इस संबंध में आपके द्वारा Electrical clearance IRC 32:1969 के अनुसार Vertical clearance की ड्राइंग पुनः प्रस्तुत किये जाने का लेख किया गया हैं। जिसका विवरण निम्नानुसार है:–

- आपके द्वारा चाही गयी ड्राइंग Electrical clearance IRC 32:1969 के अनुसार Vertical clearance जो कि 6.5 मी. होना है एवं यह सर्कुलर पुराना हो चुका है तथा वर्तमान में उक्त सर्कुलर प्रचलित नहीं है।
- 2. वर्तमान में प्रचलित सर्कुलर सेट्रल इलेक्ट्रीसिटी अथॉरिटी के द्वारा जारी दिनांक 08.06. 2023 के अनुसार Vertical clearance जो कि 11.60 मी. होना है।

3. मध्य प्रदेश पॉवर ट्रांसभिशन पैकेज–1 लि., द्वारा दिनांक 31.10.2023 को जमा की गई ड्राइंग (Overhead crossing proposal document) जिसमें हमारे द्वारा ड्राइंग में चिन्हित Vertical clearance 15.40 मी. है, जो कि वर्तमान में प्रचलित Electrical clearance एवं आपके द्वारा चाहे गये IRC 32:1969 नियम के अनुसार Vertical clearance से अधिक है। जो कि इलेक्ट्रीसिटी गाइडलाइन के अनुसार पूर्व में आपके कार्यालय जमा किया जा चूका है।

मध्य प्रदेश पॉवर ट्रांसमिशन पैकेज-1 लि. द्वारा इलेक्ट्रीसिटी गाइडलाइन के सभी नियम का पालन करते हुए कार्य किया जाता है। वर्तमान में अब तक लगभग 512 दिवस विलंब होने से परियोजना की पूर्ण होने की तिथि पर व्यापक प्रभाव पड रहा है। इस विलंब की स्थिति में उस क्षेत्र की आम जनता समय सीमा में सुचारू रूप से विधुत आपूर्ति से वंचित हो रही है।



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Registered office: 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Vasant Vihar, Opposite Army Hospital & Referral, New Delhi-110 057, INDIA Tel: +91-11-2614077 Fax: +91-11-41052064, E-mail: info@mpptpl.com, website: www.mpptpl.com CIN: U40108DL2020GOI367417

अतः उपरोक्त तथ्यों को ध्यान में रखते हुए आपसे अनुरोध है कि पूर्व में जमा की गई ड्राइंग को पुनः जांच कर शीघ्र अनुमति प्रदान करने का कष्ट करें।

संलग्नः उपरोक्तानुसार।

(अक्षय कुमार प्रधान) महाप्रबंधक म.प्र.पा.ट्रा.पैकेज—1 लि

प्रतिलिपिः--

- 1. कलेक्टर महौदय, जिला -- राजगढ की ओर सूचनार्थ।
- 2. ओएसडी, ऊर्जी विभाग, वल्लभ भवन, भोपाल की ओर सूचनार्थ।
- मुख्य अभियंता, लोक निर्माण विभाग मार्ग परिक्षेत्र निर्माण भवन, भोपाल की ओर सूचनार्थ।
- 4. मुख्य महाप्रबंधक, म.प्र. पावर मैनेजमेंट कंपनी, जबलपुर की ओर सूचनार्थ।
- मुख्य अभियंता (यो. एवं रूपा.), म.प्र. पावर ट्रांसमिशन कंपनी, जबलपुर की ओर सूचनार्थ।

(ट्रांसमिशन सर्विसेस अनुबंध (TSA) दिनांक 21.01.2023 के अनुच्छेद--11 के तहत उचित निराकरण के लिए आपकी ओर सूचनार्थ।)

(अक्षय कुमार प्रधान) महाप्रबंधक म.प्र.पा.टा.पैकेज–1 लि

कार्यालय कार्यपालन यंत्री लोक निर्माण विभाग रा.रा.संमाग भोपाल(मिसरोद)(म.प्र.)

email:- eepwdnhbhopal@gmail.com Phone No:- 0755. 2488956

पत्र कमांक/3098 / तकनीकी / जीरापुर-पचोर मार्ग/ 2023-24/ भोपाल दिनांक ७२-१०.२५

प्रति,

जनरल मेनेजर एम.पी.पॉवर ट्रांसमिशन पेकेज–1 लिमिटेड भोपाल म.प्र. ई–मेल:– info@mpptpl.com

विषयः—

संदर्भः---

रा.रा.क. 752-सी जीरापुर --पचोर मार्ग कि.मी.0+.000 से 58+790 अंतर्गत मार्ग का उन्नयन एवं पुर्ननिर्माण कार्य के अंतर्गत Overhead corssing 132 KV (KHujner-Chapiheda) elettrical transmission line on NH -752 C at ch.27+200 (Length 45 m) on Jirapur-Pachore Road. कार्यालय मुख्य अभियंता राष्ट्रीय राजमार्ग परिक्षेत्र लो.नि.वि.भोपाल का पत्र क. रा.रा.आर/Power Grid / 2021 / 466 भोपाल दिनांक 29.07.2024

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श्र- लोoनिoविoराoराo,संमाग भोपाल

/ तकनीकी / जीरापुर-पचोर मार्ग / 2023-24 / भोपाल दिनांक

पृ. क्रमांक / प्रतिलिपिः–

मुख्य अभियंता, लो०नि०वि०रा०रा० मार्ग परिक्षेत्र निर्माण भवन भोपाल की ओर सूचनार्थ।

2.

कार्यपालन यंत्री लो0नि0वि0रा0रा0,संभाग भोपाल anthal Electricity Awthority Nohfication

Dated :- D.8. June 2023

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THE GAZETTE OF INDIA : EXTRAORDINARY

[PART III-SEC.4]

(Signature and name of Manager/Executive Engineer/ Incharge of the installation)

Contact details (Address /Mobile No./Phone No./Email)

To,

The Secretary

Central Electricity Authority

Sewa Bhawan, R.K. Puram

New Delhi-110066

Schedule VIII A

Minimum clearance in air above ground and across road surface of Highways or roads or railway corridors or navigational or non-navigational rivers for lowest conductor of an alternating current overhead lines, including service lines of nominal voltage system.

Nominal voltage of system	Clearance above ground			Clearance between conductor and road	Clearance between conductor and rail level across Railway Corridor (m)		Clearance above HFL for River crossing	
	Across Street (m)	Along Street (m)	Elsewhere (m)	surface across Highway (m)	Normal OHE (where no double stack containers are to be run on railway tracks.)	High rise OHE for running of double stack containers on railway tracks.	Navigational river (m)	Non- navigatiional river (m)
Up to 650 V	5.80	5.50	4.60	U/G Cable	U/G Cable	U/G Cable	16.50	5.80
11 kV	6.50	5.80	4.60	U/G Cable	U/G Cable	U/G Cable	19.00	6.50
22 kV	6.50	5.80	5.20	U/G Cable	U/G Cable	U/G Cable	19.00	6.50
33 kV	6.50	5.80	5.20	11.60 or U/G Cable	U/G Cable	U/G Cable	19.00	6.50
66 kV	6.50	6.10	5.50	11.60 or U/G Cable	U/G Cable	U/G Cable	19.00	6.50
110 kV	6.50	6.10	6.10	11.60	15.56	17.56	19.00	6.50
132 kV	6.50	6.10	6.10	11.60	15.56	17.56	19.22	6.50
220 kV	7.02	7.02	7.02	12.52	16.46	18.46	20.10	7.02
400 kV	8.84	8.84	8.84	14.00	18.26	20.26	21.90	8.84
765 kV	18.00*	18.00*	18.00*	18.80	21.86	23.86	25.55	18.00
1200 kV	24.00*	24.00*	24.00*	30.00	25.46	27.46	29.90	24.00

[See sub-regulation (1) of regulation (60)]

For navigable rivers, clearances shall be fixed in relation to the tallest mast in consultation with the concerned navigational/port authorities.

* Higher clearance due to predominantly induction effects and time varying electric field (ICNIRP limit: 10kV/m for occupational exposure) at voltage exceeding 400 kV.

MIP. Power Transmiceron Package-1 U.d. Considered new Circular of control Electricity Authority (CEA) guideline OB. June 2022.



IRC: 32-1969

STANDARD FOR VERTICAL AND HORIZONTAL CLEARANCES OF OVERHEAD ELECTRIC POWER AND TELECOMMUNICATION LINES AS RELATED TO ROADS





THE INDIAN ROADS CONGRESS

1984

2	4.3. In urban areas, in consideration of local factors such as temple cars, tazia processions, fire-fighting equipment, etc., the competent authority may prescribe bigher clearances than those specified above.	4.2. Guard cradle or screen should be provided for electric 6. P power lines carrying voltage exceeding 110 volts while crossing the high way. The cradle should extend desirably over the full right- of-way. However, guards may be omitted in the case of extra high voltage lines strung on self-supporting towers designed with adequate factor of safety.	se clearances have been fixed taking into consideration 5.4 Il height of vehicles and the statutory provisions of the ectricity Rules. as well.	lines carrying including 650 6.0 metre lines carrying 6.5 metre olts 6.5 metre	 4. VERTICAL CLEARANCES 5.3. inimum vertical clearances for different categories of ductor installations shall be as under : For ordinary wires and lines carrying very low voltage upto and including 110 volts, e.g., telecommunication 5.5 metre 	3.2. Horizontal clearance is the horizontal distance, measured 5.2. T at right angles to road alignment, between roadway or carriageway shall not app edge and a pole carrying an overhead utility line, or any pole- supporting structure. far away from	3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 3. DEFINITIONS 5.1. P lines shall, end metres away carriageway crown and the lowest point of any overhead conductor wire, stay wire, guard cradle, or screen. The lowest point should be determined after accounting for the maximum possible sag in the lowest member of the conductor installation. 3. DEFINITIONS 5.1. P lines shall, end metres away that these art est line of a narrower roa this horizont ultimate edge	Yorun letter No. Jogs at colla /2024. This Cinnell is old. IRC: 32-1969
	3	Plate 1 illustrates the standards specified above.	5. The clearances mentioned in paras 5.1 and 5.3 shall be to apply not only to poles but pole-supporting structures	the centre line of the carriage- way. 5.4. The clearances given in para 5.3 shall apply to poles carrying electric power and telecommunication lines in urban situa- tions.	 The horizontal clearances in respect of poles erected for pose of street lighting shall be as under : For roads with Minimum 300 mm from the raised kerbs edge of the raised kerb; 600 mm being preferable. For roads without At least 1.5 metre from the raised kerbs edge of the carriageway, subject to minimum of 5.0 metre from 	5.2. The standards for horizontal clearance laid down above shall not apply to roads situated in mountainous country. In such areas, poles should be erected preferably on the valley side, and as far away from the edge of the road as practicable.		IRC : 32-1969 5. HORIZONTAL CLEARANCES

