

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport and Highways, Government of India) परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र) Project Implementation Unit. Solapur (Maharashtra)



कार्यालय : प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे, जुळे सोलापूर, सोलापूर-४१३००४ (महाराष्ट्र) Office : Plot No. E- 2, Jai Jalaram Nagar, Behind Shivdare College, Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379 ई-मेल /Email : solapur@nhai.org; piusolapur@gmail.com * वेब /Web : https://nhai.gov.in

No.: NHAI/PIU/SLP/NH-9 (65)/Electric line/2023/ 431)

Date: 18.12.2023

INVITATION OF PUBLIC COMMENTS

Sub.: Four Laning of Solapur-Maharashtra/Karnataka Border Section of NH 9 from Km. 249/000 to Km. 348/800 to be executed on BOT (Toll) Basis in the State of Maharashtra under NHDP Phase-III - Submission of revised Proposal with correction of Single circuit line along NHAI & 11KV UG cable for road crossing on NH-65 road for location - 1) Near Tandulwadi Bus Stand for 11KV Tandulwadi feeder Ch. 268/100. 2) Near Tandulwadi Bus Stand for 11KV Sangdari feeder Ch. 268+100. 3) Near Bharat Petrol Pump for 11KV Boramani feeder Ch. 265/750. 4) Near Bhagwati Agro Ch. 261/500 - Reg.

Sir

- Executive Engineer, MSEDCL, O&M Solapur R-Division, Juni Mill Compound, Opp Super Market, Solapur has submitted the revised Proposal with correction of Single circuit line along NHAI & 11KV UG cable for road crossing on NH-65 road for location 1) Near Tandulwadi Bus Stand for 11KV Tandulwadi feeder Ch. 268/100.
 Near Tandulwadi Bus Stand for 11KV Sangdari feeder Ch. 268+100.
 Near Bharat Petrol Pump for 11KV Boramani feeder Ch. 265/750. 4) Near Bhagwati Agro Ch. 261/500 in the state of Maharashtra.
- 2. As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
- 3. In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

DGM (Tech.) & Project Director
National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jalaram Nagar,
Solapur, Maharashtra,
Pin - 413004

Thanking you,

उपमहाप्रबंधक (ता) तथा परियोजना निदेशक भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

- i. CGM (Tech) RO Mumbai for information please.
- ii. Master file.

D:\Solapur MAH-KNT Border NH-9 NHDPIVB PKG 7 Group-B\NH-9 - US Electric Line\Outward Letter\Revised-18.12.2023-Public Invitation of Comments-11 KV Tandulwadi.docx



Office of the Supritendening Engineer,

O&M Solapur Circle office Juni Mill Compound ,Opposite to Super Market Tq. Solapur, Dist. Solapur Pin Code: 413 001 Email: sesolapurmsedcl@gmail.com

378

EE/Solapur R/Tech/

<u>NO</u> _ 6 8 9 5

Date -

To,
The Project Director,
National Highway Authority of India
Project Implementation Unit,
Solapur.

Subject: Submission of revised proposal with correction for erection of Single circuit line along NHAI and 11kv UG cable for road crossing on NH-65 road for location 1. Near Tandulwadi Bus Stand for 11kv Tandulwadi feeder chainage no.268/100. 2. Near Tandulwadi Bus stand for 11kv Sangadri Feeder chainage no.268/100 3. Near Bharat Petrol pump for 11kv Boramani Feeder chainage no.265/750. 4. Near Bhagwati Agro chainage no.261/500

Ref:- 1.CE(projects)/RDSS/LR-B/Phase-I/T-08/10179 Dt. 06/04/2023

Respected sir,

With ref.to the above cited subject, RDSS Feeder Separation scheme has been sanctioned vide above reference. The works will start soon and the newly erected line is proposed along NHAI highway crossing on NH-65 road for location 1. Near Tandulwadi Bus Stand for 11kv Tandulwadi feeder chainage no.268/100. 2. Near Tandulwadi Bus stand for 11kv Sangadri Feeder chainage no.268/100 3. Near Bharat Petrol pump for 11kv Boramani Feeder chainage no.265/750. 4. Near Bhagwati Agro chainage no.261/500 4 No of UG cable 11kv underground crossing is required at this location. Hence revised proposal with correction is enclosed along with this.

Please consider the proposal and convey the administrative approval.

Thanking you

(R.S. RATHOD)

Executive Engineer

MSEDCL O&M SOLAPUR-R DIVISION

Encl: - Sets of following

- 1. Agreement
- 2. Undertaking
- 3. Crossing Drawing
- 4.HDD Boring Drawing
- 5. Overhead Line Drawing.

Copy S.W.R.T:-

- 1. The Chief Engineer (Projects), MSEDCL HO, Mumbai.
- 2. The Chief Engineer (Zone), MSEDCL Baramati Zone, Baramati.
- 3. The Superintending Engineer (Infra), MSEDCL Baramati Zone, Baramati.
- 4. The Superintending Engineer (O&M), MSEDCL Solapur Circle, Solapur.

Copy to:-5.Dy.Executive Engineer (O&M), MSEDCL South Solapur Sub Dvn.

Checklist

Check list of getting approval for laying of 11kv underground Electrical cable across four Laning of Solapur to Maharashtra Karnataka Border of NH-65 in the State of Maharashtra.

1) Ministry Circular No. RW/NHI/33044/29/2015-S & R Dated - 22.11.2016

Sr. No.	ltem	Information/Status given by Applicant
1	General Information	Laying of Underground 11kv UG Electrical Cable crossing of NH-65 1) Solapur to Maharashtra Karnataka Border Road crossing CH.NO. 268/100 Location - Near Tandulwadi Bus stand, 11kv Tandulwadi gavthan Tandulwadi Substation. 2) Solapur to Maharashtra Karnataka Border CH.NO. 268/100 Location Near Tandulwadi Bus stand, 11kv Sangdari Feeder Tandulwadi Substation. 3) Solapur to Maharashtra Karnataka Border CH.NO. 265/750 Location- Near Bharat petrol pump Baramani Feeder, Tandulwadi Sub-station. 4) Solapur to Maharashtra Karnataka Border CH.NO. 261/500 Location- Near Bhagawati Agro Baramani Feeder, Tandulwadi Sub-station.
1.1	Name and Address of the Applicant/Agency	Executive Engineer (O& M) MSEDCL, Solapur-R Division Maharastra NH-65
1.3	National Highway Number State	Maharastra /
1.4	Location	Laying of 11kv Underground Electric cable crossing Solapur to Maharashtra Karnataka Border NH-65 in the state of Maharastra. 1) Solapur to Maharashtra Karnataka Border Road crossing CH.NO. 268/100 Location - Near Tandulwadi Bus stand, 11kv Tandulwadi gavthan Tandulwadi Substation.



Sr. No.	Item	Information/Status given by Applicant
		 Solapur to Maharashtra Karnataka Border CH.NO. 268/100 Location Near Tandulwadi Bus stand, 11kv Sangdari Feeder Tandulwadi Substation. Solapur to Maharashtra Karnataka Border CH.NO. 265/750 Location- Near Bharat petrol pump Baramani Feeder, Tandulwadi Sub-station. Solapur to Maharashtra Karnataka Border CH.NO. 261/590 Location- Near Bhagawati Agro Baramani Feeder, Tandulwadi Sub-station.
1.5	Chainage in KM	1) 268/100 2 2) 268/100 3 3) 265/750 4 4) 261/500 6
1.6	Length in Meters	Total Length 240 Mtr. (04 Nos Crossing) (60 M*3)
	Width of Available ROW	60 Mtr.
1.7	a) Left Side from center line towards increasing chainage/km direction	1) 268/100 - 22.5 Mtr. 2) 268/100-27.28 Mtr. 3) 265/700-22.68 Mtr. 4) 261/500-27.68 Mtr.
	b) Right Side from Center line towards increasing chainage/ km direction	1) 268/100- 37.5 Mtr. 2) 268/100-32.72 Mtr 3) 265/750-37.32 Mtr. 4) 261/500- 35.31 Mtr.
1.8	Proposal to Lay 33 kv Line a) Left Side from center line towards increasing chainage/ km direction	N/A
	b) Right Side from Center line towards increasing chainage/ km direction	N/A
1.9	Proposal to acquire land a) Left Side from center line b) Right Side from Center line	N/A N/A
1.10	Whether proposal is in the same side where land is not to be acquired	YES /



Sr. No.	Item	Information/Status given by Applicant
1.11	Details of already laid services, if any, along the proposed route	N/A
1.12	Number of lanes (2/4/6/8 lanes) existing	1) 268/100- 4 Lane 2) 268/100- 4 Lane 3) 265/750- 4 Lane 4) 261/500- 4 Lane
1.13	Proposed Number of lanes (2 Lane with paved shoulders /4/6/8 lanes)	-
1.14	Service road existing or not if yes then which side a) Left side from center line b) Right side from centre line	N/A N/A N/A
1.15	Proposed service road a) Left side from centre line b) Right side from centre line	N/A === N/A ===
1.16	Whether proposal to lay Overhead Electric Line after the service road or between the service road and main Carriageway	N/A 🕬
1.17	The permission for laying of UG Electric Cable shall be considered for approval/rejection based on the Ministry circles mentioned as above (i) Where the ROW is more than 45 m Than the duct cable shall be laid a the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening	YES ~
	(ii)Where the land is yet to be acquired for 4 laning & position of new cariageway has been decided than the cable shall be laid at the edge of right of way within the utility corridor of 2m width, on that side of existing carriage way where extra land is not proposed to be acquired for 4 lanning	N/A descri
	(iii) Where the widening plan for 4-lanning is to yet decided & available ROW is around 30m or les, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 105m to 2m of utility corridor at the edge of existing ROW, duly keeping in view the future widening	N/A
	(iv) Where the ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulder and drains (e.g highways in cutting through hilly/rolling terrain) the cable shall be laid clear of the drain.	N/A /
1.18	No. of application on the same stretch	1 💉



Sr. No.	Item	Information/Status given by Applicant
1.19	Weather the case of multiple licenses	NO
1.17	If so furnish a joint implementation programmer to	NO
1.20	lay their respective ducts within stipulated time frame.	N/A
1.21	If crossing of the road involved if yes it shall only be through trench-less technology	N/A
	a) Existing drainage structures shall not be allowed to carry the lines.	YES
	b) Is it on a line normal to NH	YES 🚙
	c) Crossing shall not be too near the existing structure on the national Highway, the Minimum Distance being 15 meters. What is the distance from the existing structures.	YES -
	d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility lines shall be of steel, cast iron, or reinforced cement concrete, and have adequate strength and large enough to permit ready withdrawal of the carrier pipe/cable	YES -
	f) The casing/ conduit pipe should, as minimum extend from drain to drain cuts and toe of slope in the fills.	YES 🖛
	② The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road	YES _
	h) Crossing shall be by boring method (HDD) especially where the existing road pavement is of cement concrete or dense bituminous concrete type.	YES -
	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	150mm HDPE Pipe 🖊
2	Document/Drawing enclosed with Proposal	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.65m deep x 0.5m wide should Single clit overhead line not be greater than 1.2m in width in multiple ducts.	Single Circuit overhead line by erecting RSJ pole And laying Underground cable fo road crossing. /
2.2	Cross section showing the size of pit and location of cable for HDD method.	YES >
2.3	Strip plan/ Route plan showing the electrical cable crossing chainage, width of ROW, distance of proposed cable from the edge of ROW, important mile stone, intersections, cross drainage work etc.	YES ENCLOSED 🖊



Sr.		
No.	Item	Information/Status given by Applicant
2.4	Methodology for laying of OH Electrical line/cable	ENCLOSED *
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench)	YES approximately
	a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	YES
	b) For filling of the trench, bedding shall be to a depth of not less than 30 cm. It shall consists of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value unsuitable soil and rock edged should be excavated and replaced by selected material.	YES
	c) The Backfill shall be completed in two stages: (i) Side - fill to the level of the top of the pipe and (ii) Overfill to the bottom of the road crust	N/A *
	d) The side - fill shall consists of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of Moisture to 95% of the proctor's Density. Overfill shall be compacted to the same density as the Material that had been removed. Consolidation by saturation or ponding will not be permitted	N/A
	e) 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.	N/A
	f) The excavation shall be protected by flagman, Agreed signs and barricades, red lights during night hours.	YES
	g) If required, a diversion shall be constructed at the expense of agency owning the utility line.	YES
2.4.2	Horizontal Directional drilling (HDD) Method of laying	YES
2.4.3	Laying of OFC Cable through CD works and method of laying	N/A -



Sr. No.	Item	Information/Status given by Applicant
	a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of- way as possible up to a distance of 30 cm from the bridge and subject to all other stipulations contained in this ministry's guidelines issued with letter No. NH-HI/P/66/76. dated:19-11-1976	YES
3	Draft License Agreement signed by two witnesses.	YES
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs. 50/- per running meter (parallel to NH) and Rs. 1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring /making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50 m way from the edge of the right -of - way. No payment shall be payable by the NHAI to the license for clearing debris /loose earth.	BG Shall be submitted as soon as permission obtained/informed NHAI
4.1	Performance BG as per above is to be obtained	BG Shall be submitted as soon as permission obtained/informed NHAI
4.2	Confirmation of BG has been obtained as per NHAI guideline	YES /
5	Affidavit/Undertaking from the applicant for the following is to be furnished	
5.1	Not to Damage to other utility, If damaged then to pay the losses either to NHAI or to the concerned agency.	YES -
5.2	Renewal of Bank Guarantee	
5.3	Confirming all standard condition of NHAI's guidelines.	YES /
5.4	Shifting of OH Electric line as and when required by NHAI at their own cost of agency owing the line	YES: 🖊
5.5	Shifting due to 6 lanning / widening of NH	YES /
6.6)	Indemnity against all damages and claims clause (xxiv)	YES /
5.7	Traffic Movement during laying of UG Electric cable to be paid by the applicant	YES -
5.8	If any claim is raised by the concessionaire then the same has to be paid by the applicant.	YES /



Sr. No.	ltem	Information/Status given by Applicant
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing of UG Electric Line located in the National Highways right - ofways	YES 🥒
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting of the OFC Cable will be borne by the agency owning the line.	YES /
(11)	If the NHAI considers it necessary in future to move the OH electric line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the electric line & UG Crossing within a reasonable time (not exceeding 60 days) of the intimation given.	YES
5.12	Certificate from the applicant in the following Format: 1. For 6 - Lanning "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future 6-lanning or any other development."	YES
6	Who will Sign the agreement on behalf of UG LINE agency	Executive , MSEDCL, O&M solapur R division Maharashtra
7	Copy of DOT License	Govt. Of Maharashtra Undertaking -
8	Certificate from the project Director	
8.1	Certificate for the confirming of all standard condition issued vide ministry circular no. Ministry circular No. NH- 41(58)/68 dated: 31/01/1969, Ministry Circular No. NH - III/P/66/76, dated: 18/19-11- 1976, Ministry Circular No. RW/NH-III/P/66/76 dated: 11-05-1982, Ministry Circular No. RW/NW- 11037/1/86-DOI (ii) dated: 28-07-1993, Ministry Circular No. RW/NH-11037/1/86-DOI dated: 19-1-1995, Ministry Circular No. RW/NH-34066/2/95/5 & R dated:25-10-1999 and Ministry Circular No.RW/NH-34066/7/ 2007 S & R dated:17-09-2003, Ministry Circular No.RW/NH-33044/29/2015/S & R dated:22-11-2016, Ministry Circular No.RW/NH-36094/01/2022-5 & R (P&B) dated:17-04-2023.	YES
8.2	Certificate from PD in the following format: (i) "it is certified that any other location of the UG Cable would be extremely difficult and	Agreed



Sr. No.	Item	Information/Status given by Applicant
	unreasonable costly and the installation of UG Cable within ROW will not adversely affects the design, stability and traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc." (ii) For 6- Lanning:- a) Where feasibility is available "I do certify that there will be no hindrance to proposed six -laning based on the feasibility report considering proposed structures at the said location." b) In case Feasibility report is not available "I do certify that sufficient ROW is available at site for accommodation proposed six - laning	
9	If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. "The permitted highway on which License has been granted the right to lay cable/duct has also been granted as a right -of-way to the concessionaire under the concession agreement for up gradation of (Solapur to Maharashtra Karnataka Border NH-65 (on build, operate and transfer basis) and therefore, the license shall honor the same"	Agreed
10.	Who will supervise the work of laying of UG Cable a. on behalf of applicant	MSEDCL, Sub Division, Mohol , MSEDCL-
		Solapur R Division
	b. On behalf of NHAI	IE/AE
11	Who will ensure that the defects in road portion after laying of underground cable / pipeline are corrected and if not corrected then what action will be taken	
	a. on behalf of applicant	Executive Engineer (O& M) MSEDCL, Solapur-R Division Maharastra
	b. On behalf of NHAI	IE/AE
12	Who will pay the claims for damages done /disruption in working of Concessionaire if asked by the concessionaire	Executive Engineer (O& M) MSEDCL, Solapur-R Division Maharastra
12	A certificate from PD that he will enter the proposed permission in the register of record of the permission in the prescribed proforma (copy enclosed)	Yes



Sr. No.	Item	Information/Status given by Applicant
14	If any Previous approval is accorded for laying of underground Cable Then Photocopy of register of records of Permissions accorded as maintained by PD then copy be enclosed.	N/A

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

Agreement For laying 11 kV Underground Electrical Cable across NH-65 From

Solapur to Maharashtra Karnataka Border Road crossing CH.NO. 268/100 Location - Near Tandulwadi Bus stand, 11kv Tandulwadi gavthan Tandulwadi Substation.
Solapur to Maharashtra Karnataka Border CH.NO. 268/100 Location Near Tandulwadi Bus stand, 11kv Sangdari Feeder Tandulwadi Substation.
Solapur to Maharashtra Karnataka Border CH.NO. 265/750 Location- Near Bharat petrol pump Baramani Feeder, Tandulwadi Sub-station.
Solapur to Maharashtra Karnataka Border CH.NO. 261/500 Location- Near Bhagawati Agro Baramani Feeder, Tandulwadi Sub-station.
This Agreement made this day of Month of 2023 (year) between National Highway acting in his executive capacity through.
(Hereinafter referred to as "NHAI" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies
Act,1956 and having its registered office at Mumbai (Herein called the License) which expression shall unless excluded by or repugnant to the context, include his successors / administrator assignees on second part.

Whereas National Highway Authority of India (NHAI) is responsible, inter-alia, for development and maintenance of lands in Km ____ of NH-65.

Whereas the Licensee proposes to Permission for Laying Electrical Underground cable from Solapur to Maharastra Karnataka Border Road

And whereas the Authority has agreed to grant such permission for way leave on NH ROW as per terms and conditions hereinafter mentioned.

Now this agreement witnessed that in consideration of the conditions hereinafter. contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services 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 fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.

- **4.** The Licensee shall pay license fees @ Rs. /sq m/month to the Authority. The License fee shall become payable from the date of handing over of ROW land to the Licensee, for laying of utilities / cables / conduits / pipelines for Infrastructure / service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- **6.** Present policy of the 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 NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other roadside furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings / parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

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- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.60 meter below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.
- 11. The utility services shall be permitted to cross 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 IRE 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 / conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.30 m 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 cms 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 50 m away from the edge of the right of way;
- 18. All required restoration work sub-sequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route meter / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority / its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations / utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench / other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority / its designated agency for any damage sustained by them by reason of the exercise of the ROW facility.
- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority

to shift / relocate the utility services, in case it is so required for the purpose of improvement / widening of the road/route / highway or construction of flyover / bridge and restore the road / land to its original condition at his own cost and risk.

- 22. The Licensee shall be responsible to ascertain from the respective agency in 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 a right make good such damages / recover the claims by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

- 26. The Licensee shall inform / give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance / repair works. A separate performance Bank Guarantee for maintenance / repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables / ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- **30.** The permission shall be valid only for the period it is issued, and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route / road / highway land / property, other than what is herein expressly granted. No use of NH ROW will be permitted for any 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 NH) and after complete restoration shall be submitted to the Authority

for verification and record within a month of completion of works.

36. The Licensee shall always allow free access to the Site to the authorized

Representatives of Authority to inspect the Project Facilities and to investigate any

matter within their Authority, and upon reasonable notice, shall provide reasonable

assistance necessary to carry out their respective duties and functions.

37. The utility services shall not be made operational by the Licensee unless a

completion certificate to the effect that the utility services has been laid in accordance

with the approved specifications and drawings and the trenches have been filled up to

the satisfaction of the concerned agency in 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:

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 always kept open to traffic. 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 50 m 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. MORT &H / NHAII implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRSTABOVE WRITTEN.SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY BY Shri

(Signature, name & Address with Stamp)

SIGNED ON BEHALF OF Maharashtra state Electricity Distribution Company Ltd.

BY

(Signature, name & Address with Stamp)

IN THE PRESENCE OF (WITNESSES)

1.

2.

UNIDERIVAKING

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

- Solapur to Maharashtra Karnataka Border Road crossing CH.NO. 268/100
 Location Near Tandulwadi Bus stand, 11kv Tandulwadi gavthan Tandulwadi Substation.
- 2) Solapur to Maharashtra Karnataka Border CH.NO. 268/100
 Location Near Tandulwadi Bus stand, 11kv Sangdari Feeder Tandulwadi Substation.
- 3) Solapur to Maharashtra Karnataka Border CH.NO. 265/750 Location- Near Bharat petrol pump Baramani Feeder, Tandulwadi Sub-station.
- 4) Solapur to Maharashtra Karnataka Border CH.NO. 261/500 Location- Near Bhagawati Agro Baramani Feeder, Tandulwadi Sub-station.

Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra.

That We will not damage other utility while laying Electrical UG Cable, in case if it is damaged then the losses will be paid to NHAI or the concerned owning agency as per direction by NHAI. For Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

(Ramesh S. Rathod)
Executive Engineer
M. S. E. D. Co. Ltd.,
Rural Division, Solapur

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that

- 1. Maharashtra State Electricity Distribution Company Limited. Mumbai shall submit the performance Bank Guarantee and line fee for the proposed as and when the demand note is raised by NHAI).
- 2. (Maharashtra State Electricity Distribution Company Limited. Mumbai. Shall renew the performance Bank Guarantee as and when required if work is not completed in two-year time of the submission of the BG.)

For Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

(Ramesh S. Rathod) Executive Engineer

M. S. E. D. Co. Ltd. Rural Division, Solapur

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

We will be carrying out the underground cable line work as per the specification and standard Of NHAI and the executed work will confirm all the standard conditions of NHAI guidelines

For Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

We will shift underground electric cable at our own cost as and when require by NHAI within such time as stipulated by NHAI.

For Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

We will relocate underground cable at our own cost notwithstanding the permission granted within such time as will be stipulated by NHAI for further expansion or any other development.

Authorized Signed

(Ramesh S. Rathod) Executive Engineer M. S. E. D. Co. Ltd., Rural Division, Solapur

<u>UNDERTAKING</u>

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

- 1. Maharashtra State Electricity Distribution Company Limited. Shall be solely Responsible/liable for full compensation/indemnification of concerned agency/aggrieved owners for any direct or indirect or consequential damages caused to them / claim or replacements sought for at our cost and risk.
- 2. Electrical line would be laid keeping in mind future expansion 2/4/6 laning of the N.H. however, we also agree that we shall shift the Electrical line within 30 days (or as specified by

(Ramesh S. Rathod)
Executive Engineer
M. S. E. D. Co. Ltd.
Rural Division, Solapur

the respective agency / owner) from the date of issue of Notice by the concerned owner to shift /

relocate the Electrical line in case it is 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 our own cost and risk.

3. We will not violate the instruction of NHAI (National Highway Authority of India), New

Delhi.

4. Electrical line will be laid under Road by HDD Method.

5. The agency will notify the concerned authority at least 15 days in advance before HDD

Method.

6. Adequate arrangement for cautioning the traffic by way of caution board during daytime and

danger light at night will be provided by the agency.

7. During the extent of work trenches should be strictly regulated so that the Electrical line is laid

and trenches filled up before the close of work. The filling should be completed to the

satisfaction of Engineer-in-charge.

8. The agency shall indemnify the road all the damage, if due to the Excavation of trenches for

the laying of the underground electric cable.

Authorized Signed

(Ramesh S. Rathod) Executive Engineer M. S. E. D. Co. Ltd.

Rural Division, Solapur

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

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Crossing 4 No. (At Utility Passing of NHAI) Total Length = 240 MTR in the State of Maharashtra that.

We will not disturb the Traffic movement and assure the safety during Under Ground cable line will be managed by Maharashtra State Electricity Distribution Company Limited. In coordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution boards during daytime and danger light at night will be provided by

Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

(Ramesh S. Rathod) **Executive Engineer** M. S. E. D. Co. Ltd.

Rural Division, Solapur

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

It is undertaking that, if any claim is raised by concessionaries of the project then the same will be paid by Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

(Ramesh S. Rathod)
Executive Engineer

M. S. E. D. Co. Ltd.
Rural Division, Solapur

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

Prior approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the underground electric cable located in the ROW of NHAI.

Authorized Signed

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

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Crossing 4 No. (At Utility Passing of NHAI) Total Length =240 MTR in the State of Maharashtra that.

That Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Electrical line will be borne by Maharashtra State Electricity Distribution Company Limited.

Authorized Signed

We, and Maharashtra State Electricity Distribution Company Limited. a company registered under the companies Act,1956 and having its registered office at Mumbai. Hereby do undertake in reference to our Application for laying 11kv underground Electrical cable line across NH-65 From

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Crossing 4 No. (At Utility Passing of NHAI) Total Length = 240 MTR in the State of Maharashtra that.

That If NHAI considers it necessary in future to move the Electrical line for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of Maharashtra State Electricity Distribution Company Limited. Within stipulated reasonable time (Not exceeding 60 days) of the intimation given.

Authorized Signed

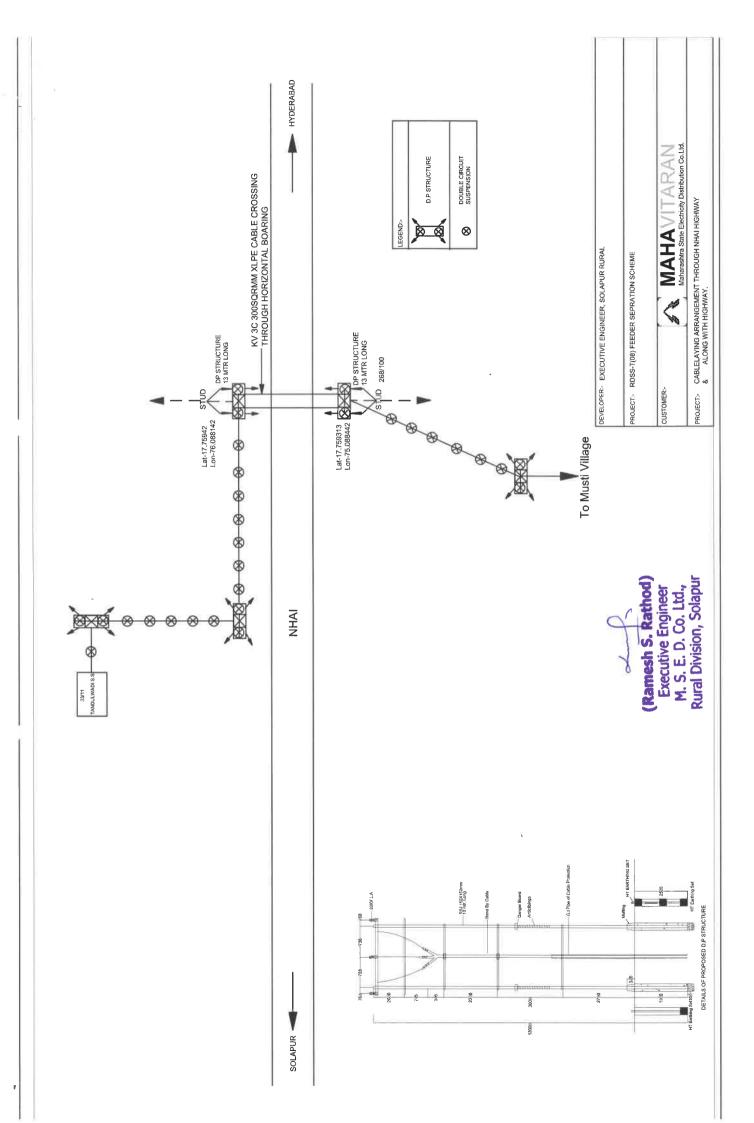
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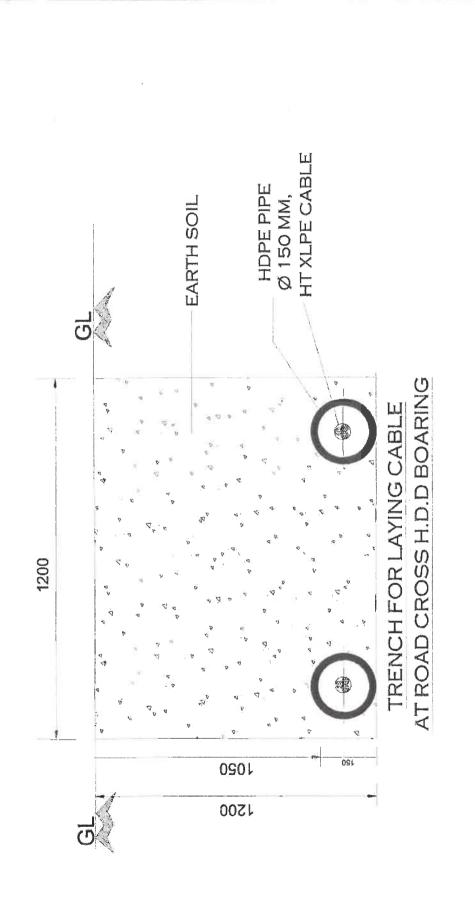
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Crossing 4 No. (At Utility Passing of NHAI) Total Length = 240 MTR in the State of Maharashtra that.

- 1. Under Ground Electric line will not have any deleterious effects on any of bridge components & roadway safety for traffic.
- 2. For 6 lanning, "We do undertake that we will relocate service road / approach road/ utilities at our own cost notwithstanding the permission granted within such time as well as stipulated by NHAI", for future 6-lanning or any other development.

Authorized Signed





DEVELOPER :- THE EXECUTIVE ENGINEER MSEDCL, SOLAPUR, RURAL DIVISION.

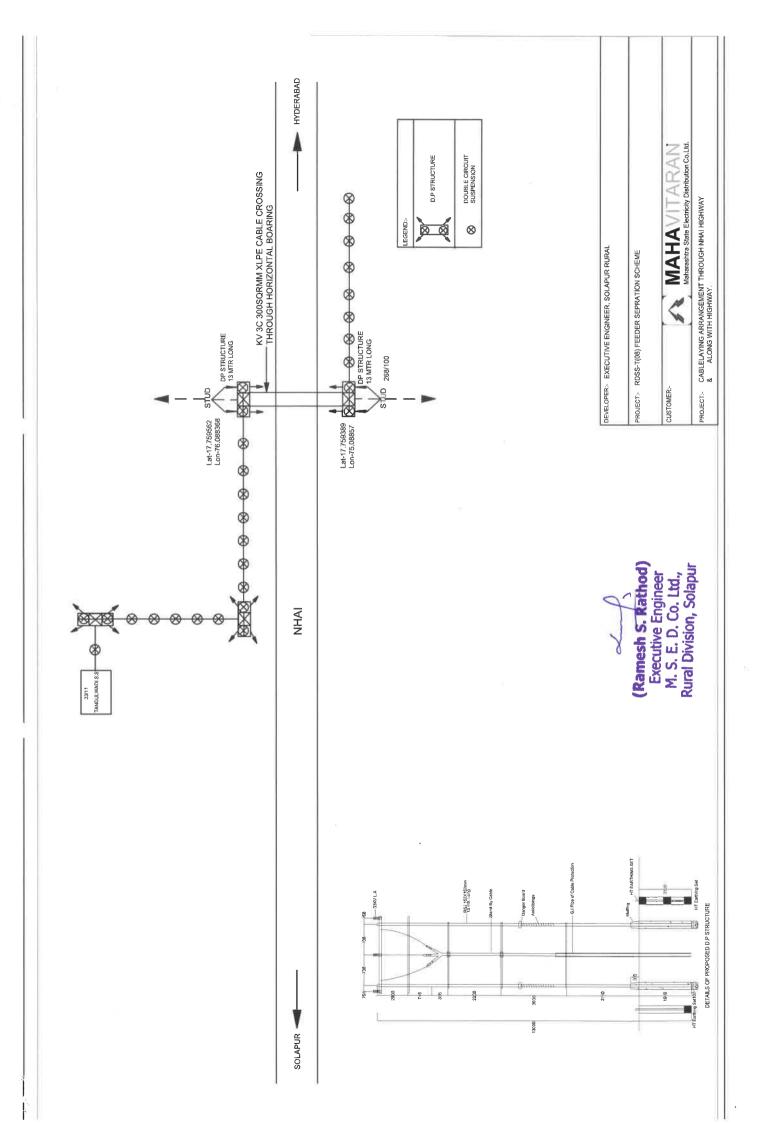
PROJECT :- 33/11 KV, 2X10 MVA AT TAMDV LWADS SUB-STAFFON TAL-SOUTH SOLAPUR, DIST-SOLAPUR.

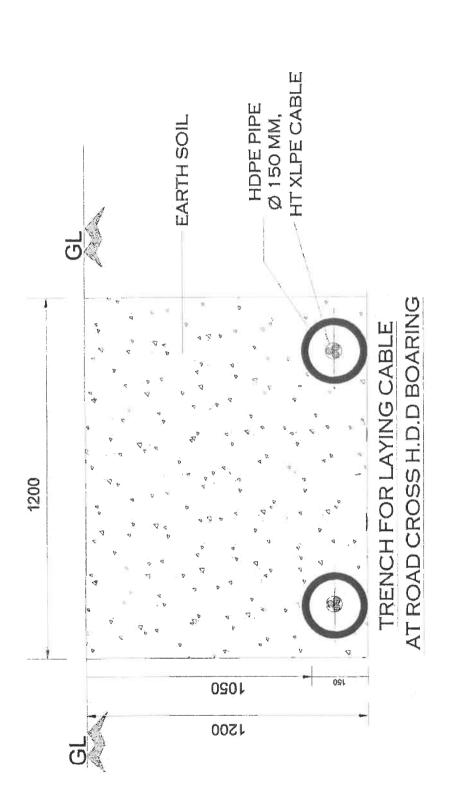
CUSTOMER:

Executive Engineer
M. S. E. D. Co. Ltd.,
Rural Division, Solapur

MAHAVITRAN

PROJECT :- CABLE LAYING ARRANGEMENT THROUGH NHAI HIGHWAY & ALONG WITH HIGHWAY.





DEVELOPER :- THE EXECUTIVE ENGINEER MSEDCL, SOLAPUR, RURAL DIVISION.

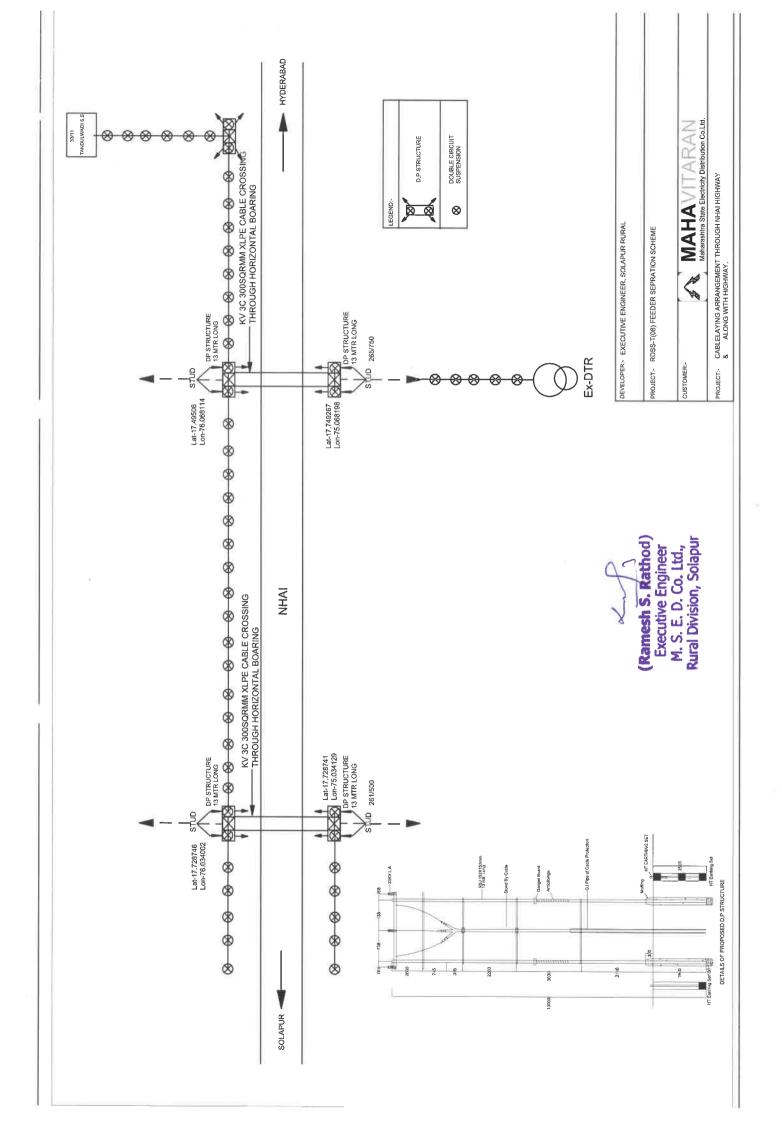
33/11 KV, 2X10 MVAAT TANDULWADI, SUG-STATION TAL-SOUTH SOLAPUR, DIST-SOLAPUR, PROJECT :-

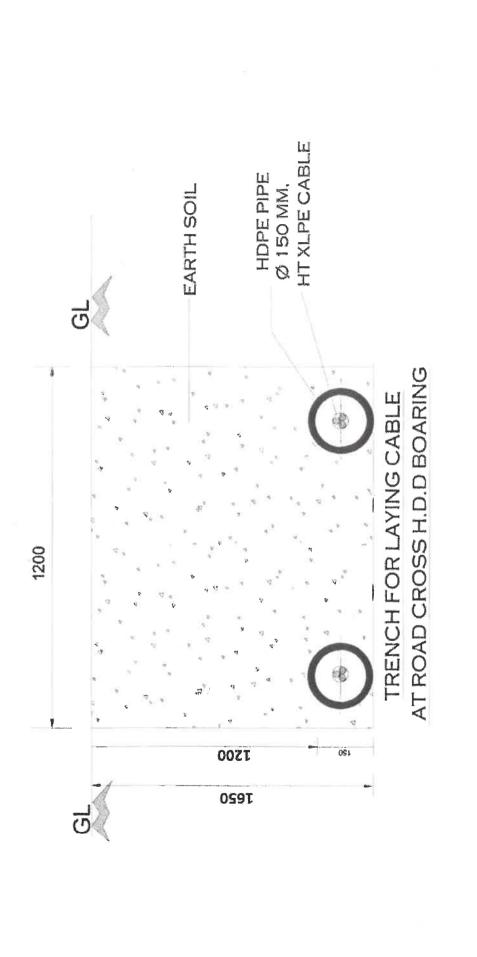
CUSTOMER:

Rural Division, Solapur Executive Engineer M. S. E. D. Co. Ltd.,

MAHAVITRAN

CABLE LAYING ARRANGEMENT THROUGH NHAI HIGHWAY & ALONG WITH HIGHWAY, PROJECT :-





DEVELOPER :- THE EXECUTIVE ENGINEER MSEDCL, SOLAPUR, RURAL DIVISION.

PROJECT : 33/11 KV, 2X10 WVA AT Tandulwadi Sub Station TAL-SOUTH SOLAPUR, DIST-SOLAPUR.

CUSTOMER:

(Ramesh S. Rathod)
Executive Engineer
M. S. E. D. Co. Ltd.,
Rural Division, Solapur

MAHAVITRAN

PROJECT :- CABLE LAYING ARRANGEMENT THROUGH NHAI HIGHWAY

& ALONG WITH HIGHWAY.

