

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. सोलापर (महाराष्ट) Project Implementation Unit. Solapur (Maharashtra)

कार्यालय : प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे, जुळे सोलापुर, सोलापुर-४१३००४ (महाराष्ट)

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/PS-II/NH-65/2024/2262

Date: 23/09/2024.

INVITATION OF PUBLIC COMMENTS

Sub: Four laning of Pune-Solapur section of NH-65 from Km. 150.050 to Km. 251.325 in the State of Maharashtra under NHDP Phase III Pkg. II on DBFOT basis -Submission of RoW permission for proposal of existing 11 KV HT cable laying along the road from Km.161.650 to Km.161.750 BHS and crossing at Km.161.650 and Km.166.170 on Pune Solapur section of NH-65 under Tembhurni Section Office, Tembhurni Sub-division - Reg.

Ref.:-

- i. Executive Engineer, MSEDCL, O&M Division Barshi letter no.EE/Barshi/T/6752 dated 27.08.2024 (RD 28.08.2024).
- ii. MoRT&H Circular no.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016.

Sir,

Executive Engineer, MSEDCL (Rural Division), Solapur has submitted Proposal for RoW permission for proposal of existing 11 KV HT cable laying along the road from Km.161.650 to Km.161.750 BHS and crossing at Km.161.650 and Km.166.170 on Pune Solapur section of NH-65 under Tembhurni Section Office, Tembhurni Sub-division 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 to this office within 30 days from the date of publication beyond which no comments shall be entertained.

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

धन्यवाद!

(राकेश जी. जवादे). महाप्रबंधक (तकनीकी) तथा परियोजना निदेशक, भा.रा.रा.प्रा., पकाई, सोलापुर

संलग्न∙ उपरोक्त

Copy to:-

- i. CGM (Tech) & RO Mumbai for information please.
- ii. Executive Éngineer, MSEDCL, O&M Division, Barshi for information please.

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- iii. IE M/s. DCSL-SSSPL, Solapur for information.
- iv. Authorized Signatory, M/s. PSRDCL, Solapur for information.
- v. Master file.





EE/Barshi/T/

Date: 2 7 AUG 2024

To, The NHAI, Project Implementation Unit,Solapur. Office: Plot No.E2,Jai Jalaram Nagar, Behind Shivdare College, Jule Solapur 413004

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Subject:- Submission of RIGHT OF WAY PERMISSIONS FOR Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining of Pune Solapur Section of NH-65 under Tembhurni Section Office, Tembhurni Subdivision.

Reference:- Dy.EE/Tech/TBN/ 1825 Date: 26-8-2024

In connection with the above subject, please find enclosed herewith, RIGHT OF WAY PERMISSIONS FOR Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining of Pune Solapur Section of NH-65 under Tembhurni Section Office, Tembhurni Subdivision. This is for your information & further needful action please...

(Suresh V. Kuihade)

Executive Engineer, MSEDCL O&M Division Barshi

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Encl:- As Above

9527719090 Kalam B.S.)



Dy.EE/IND/T/ 1825

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Date: 26-8-2024

To, The Executive Engineer, MSEDCL, O&M Division Office, Barshi.

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This is for your information & further needful action please...

(Udhhav G. Jadhav) Dy.Executive Engineer MSEDCL-S/Dn Tembhurni

Encl:- As Above

CHECK - LIST

Guidelines for Project Directors for processing the Proposal of Existing 11KV HT Cable Laying under Tembhurni Section Office , Tembhurni MSEDCL Subdivision in the Road Crossing of National Highways vested with NHAI.

Relevent Circulars

1)

Ministry Circular No. RW/NH - 33044/29/2015-S&R (R) dated 22.11.2016.

Check list for getting approval for Existing 11KV HT Cable Laying on NH Land.

Sr. no.	ltem	Information / Status	Remarks
1	General information	Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and 2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia.	
1.1	Name & Address of the Applicant	Executive Engineer, MSEDCL, Division Barshi.	
1.2	National Highway Number	NH-65	
1.3	State	Maharashtra	
1.4	Location	 Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. 	
1.5	(Chainage in Km)	 Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. 	
1.6	Length in Meters	1.at Near Eicher Showroom,Venegaon Tembhurni 11KV HT Line Road Crossing Single Run Length- 85Mtr 2.For Near Karmala Bridge, Tembhurni along the road 180Meter for LHS & RHS and Crossing Length-150Mtr	
1.7	Width of available ROW	65.00 Mtr & 90.00 Mtr	
	(a) Left side from center line towards increasing chainage / km direction.	30.00 Mtr	
	(b) Right side from center line towards increasing chainage / km direction.	30.00 Mtr	
1.8	Proposal to lay the pipe.		
-	(a) Right side from center line towards increasing chainage / km direction.	Yes	
	(b) Left side from center line towards increasing chainage / km direction.	Yes	
1.9	Proposal to lay acquire land.		
	(a) Left side from center line.	N.A.	
	(b) Right side from center line.	N.A.	
1.10	Whether proposal is in the same side where land is not to be acquired.	Land Acquisition not required.	

Sr. no.	Item	Information / Status	Remarks
1.10	If not then where to lay the pipe.	1. Near Eicher Showroom, Venegaon Tembhurni	
		Tq.Madha road crossing at 166+170 and	
		2) For Near Karmala Bridge, Tembhurni Tq.Madha	
		laying along the road from Km 161+650 to Km	
		161+750 BHS and Crossing at Km 161+750 for Pipe	
		HDPE Pipe 200 mm Dia.	
1.11	Details of already laid services, if any,	Existing 11KV HT Cable already laid in both the	
	along the proposed route.	locations and due to blockage of duct it is difficult to	
		replace the same in the existing duct	
1.12	Number of lanes (2/4 / 6 / 8 lanes	4 Lanes with with service Road @ one Sides at Near	
	existing.	Eicher Showroom, Venegaon Tembhurni and 4 lanes	
		with service road @both sides at Near Karmala	
		Bridge, Tembhurni	
1.13	Proposed Number of lanes (2 lane with	N.A.	
	paved shoulders / 4 / 6 / 8 lanes).		
1.14	Service road existing or not	Yes	
	If yes then which side	one Sides at Near Eicher Showroom, Venegaon	
		Tembhurni and both sides at Near Karmala Bridge,	
		Tembhurni	
	(a) Left side from center line. (LHS)	161+650 to 161+750 For Near Karmala Bridge,	
		Tembhurni	
	(b) Right side from center line. (RHS)	161+650 to 161+750 For Near Karmala Bridge,	
		Tembhurni	

Suresh Vithoba Kurhade Executive Engineer MSEDCL Division Office Barshi.

Sr. no.	ltem	Information / Status	Remarks
1.15	Proposed Service road.	-	
	(a) Left side from center line.	-	
	(b) Right side from center line.	-	
1.16	Wheter proposal to lay cable is after the	Between the service road	
	service road or between the service		
	road and main carriageway.		
1.17	The permission for laying cable shall be	Submitted for approval.	
	considered for approval / rejection.		
	(i) where the ROW is more than 45 m	Agreed	
	then the cable shall be laid at the edge		
	of right of way within the utility corridor		
	of 2 m width, duly keeping in view the		
	future widening.		
	(ii) where land is yet to be acquired for	N.A.	
	4 laning and the position of new		
	carrigeway has been decided then the		
	cable shall be laid at the edge of right of		
	way within the utility corridor of 2 m		
	width, on that side of existing		
	carriageway where extra land is not		
	proposed to be acquired for 4 - laning.		
	(iii) Where the widening plan for 4-	N.A.	
	laning is not yet decided and available		
	ROW is around 30 m or less, a judicious		
	decision would need to be taken for		
	permitting. The laying of cable / duct.		
	This could be within 1.50 m to 2 m of		
	utility corridor at the edge of existing		
	ROW, duly keeping in view the possible		
	widening plans.		
1.17	(iv) where ROW is restricted and	N.A.	
	adequate only to accommodate the		
	carriageway, central verge, shoulders		
	and drains (e.g. highways in cutting		
	through hilly / rolling terrain), the cable		
	shall be laid clear of the drain.		
1.17	(V) Where land strip for utility corridor	N.A.	
	cannot be conveniently earmarked (
	available ROW restricted to the toe of		
	the embankment) for laying of cable /		
	ducts, the permission may be refused.		
1.18	No. of applicants on the same stretch	only 1	
1.19	Whether the case of multiple licenses.	No	
1.00	If an formula a later tangle is st		
1.20	If so furnish a joint implementation	N.A.	
4.94	programme to lay their respective ducts		
	within stipulated time frame.		
1.21		Yes 1.at Near Eicher Showroom, Venegaon Tembhurni	
	shall only be through trench - less	11KV HT Line Road Crossing Single Run Length- 85Mtr	
	technology.	push through passing	
		2.For Near Karmala Bridge, Tembhurni along the road	
		180Meter for LHS & RHS and Crossing Length-	
		150Mtr, push through passing	

-Sr. no.	item	Information / Status	Remarks
2	Document / Drawings enclosed with the proposal.		
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 2.5 m deep x 2 m wide) Should not be greater than 1.20 m in width in multiple ducts.	1.	
2.2	Cross section showing the size of pit and location of cable for HDD method.	yes attached.	
2.3	Strip plan / Route Plan showing the Pipeline, Chainage, Width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes attached.	
2.4	Methodology for laying 11KV HT Cable	HDD Drilling laid below ground @ 1.5m to 3m inclination depth	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	trench leass technology by HDD machine	
2.4.2	Horizontal Directional Drilling (HDD) Method.	Yes	
2.4.3	Laying Pipeline through CD works and method of laying (Whether to be hung outside parapet).	No.	
3	Draft License Agreement signed by two witnesses.	Yes.	
4	Performance Bank Guarantee	Yes. We will submit after demand from NHAI.	
4.1	Performance B. G. as per MORTH circular dt.22/11/2016 to be obtained @ Rs. 500 /- per meter length.		
4.2	Confirmation of BG has been obtained as per NHAI guidelines.	Yes.	
5	Affidavit / Undertaking from the Applicant for		
5.1	Not to damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Yes attached.	
5.2	Renewal of Bank Guarantee	Yes. We will submit after demand from NHAI.	
5.3	Confirming all standard condition of NHAI's guideline.	Yes attached.	
5.4	Shifting of 11KV HT Cable as and when required by NHAI.	Yes attached.	
5.5	Shifting due to 6 lanning / widening of NH.	Yes attached.	
5.6	Indemnity against all damages and claims clause (xxiv).	Yes attached.	
5.7	Traffic movement during laying of cable to be managed by the applicant.	Yes attached.	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant.	Yes attached.	

Sr. no.	item	Information / Status	Remarks
5.9	Certificate for 6 - laning from the applicant in the following format. "We do undertake that I will relocate service road / approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI " for future six - laning or any other development."		
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 cable will be borne by the agency owning the line.		
5.11	If the NHAI considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	Certificate from the applicant in the following Format: (i) Laying the cable will not have any deleterious effects on any of the bridge Components and roadway safety for traffic.		
5.12	(ii) 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."		
6	Who will Sign the agreement on behalf of cable laying agency	Executive Engineer, MSEDCL, Division Barshi.	

Suresh Vithoba Kurhade Executive Engineer MSEDCL Division Office Barshi.

Sr. no.	ltem	Information / Status	Remarks
7	Certificate from the project Director		
7.1	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		
7.2	(i) "it is certified that any other location		
	of the cable would be extremely		
	difficult and unreasonable costly and		
	the installation of cable 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		
8	If NH section proposed to be taken up	Yes	
	by NHAI on BOT basis - a clause in para		
	17 to be inserted in the agreement.		
	"The permitted Highway on which		
	Licensee has been granted the right to		
	lay pipeline has also been granted as a		
	right of way to the concessionaire		
	under the concesion agreement for up -		
	gradation of 247/300 to 247/400 on		
	Build, operate and Transfer Basis and		
	therefore, the licensee shall honour the		
	same".		
9	Who will supervise the work of laying of		
2	OFC Cable		
	a. on behalf of applicant	Executive Engineer, MSEDCL, Division Barshi.	
	b. On behalf of NHAI		
10	Who will ensure that the work of laying		
	of cable line work		

Sr. no.	ltem	Information / Status	Remarks
	a. on behalf of applicant	Executive Engineer, MSEDCL, Division Barshi.	
	b. On behalf of NHAI		
11	Who will pay the claims for damages done /disruption in working of Concessionaire if asked by the concessionaire	1	
12	A Certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed) issued vide Ministry Circular No. RW/NH/33044/ 17/ 2000/ S&R dated 23.7.2003.		
13	if any previous approval is accorded for laying of 11KV Cable then Photocopy of register of records of permissions accorded as maintained by PD (as per Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23.07.2003) as referred in para 13 above is enclosed or not.		

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Suresh V Kurhade Executive Engineer, MSEDCL,O&M Division Office,Barshi

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<u>**ÙNDERTAKING</u>**</u>

We, <u>MSEDCL.Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia in the state of Maharashtra, 11KV HT Line Cable will not have any deleterious effects on any of bridge components & roadway safety for traffic.

1. 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.Subject

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crossing of Pune Solapur section of NH- 65 along at road crossing at 166+170 and along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 with 200 mm dia. of HDPE pipe for 11KV HT Cable line.

Methodology of Laying 200mm HDPE Pipe by Open trench method

The 11KV HT Line Cable shall be generally buried except for rocky hillocks in alignment. Soil cover shall be less than 1000 mm. Minimum cover specified is obligatory. The trench width shall be equal 11KV HT Line Cable outside diameter +500 mm. The 11KV HT Line Cable shall be laid in proper slope without any kink p in profile so as to facilitate air flow towards air valve for further release to atmosphere. The stage shall generally not be less than 1:500 for ascending section and 1:400 for descending section. Where such minimum slope cannot be achieved, the lesser slope shall be adopted with pier approval of Employer's representative. Spacing between air valves in section with lesser slope shall be less than general spacing detailed for air valve. Bedding shall be granular as specified in standard specifications. Sand boxing for 11KV HT Line Cable shall be provided for Black cotton (BC) soil portion and rubble soling of minimum 300 mm shall be provide for slush muddy/ marshy! slushy soil.

REFILLING OF TRENCHES OF 11KV HT LINE CABLE-

After lowering, laying, jointing and welding of pipe line, coating for welded joints, refilling of trenches with available excavated stuff shall be done. The available excavated stuff shall be laid in layers of 15 cm to 20 cm. Each layer shall be watered and compacted before the upper layer is laid till the required level is reached. First 2 layers of 15 to 20 CMS shall be free from stones or chips or any harmful material, to protect the pipe from damage. Only soil or soft murum shall be used for filling. Originally filling shall be done 20 to 40 cm. above natural ground or road level. Sinking below the road or ground level, if noticed till the completion of work, the contractor shall have to make it level at his cost.

(Suresh V Kurhade) **Executive Engineer MSEDCL**, Barshi Division



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(Suresh V Kurhade) Executive Engineer MSEDCL, Barshi Division



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(Suresh VKurhade)
Executive Engineer
MSEDCL , Barshi Division

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We MSEDCL.Barshi Division, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65

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(Suresh V Kurhade)
Executive Engineer
MSEDCL, Barshi Division

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(Suresh V Kurhade)
Executive Engineer
MSEDCL , Barshi Division



Mali, Banshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65

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(Suresh V Kurhade) **Executive Engineer MSEDCL**, Barshi Division



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2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia in the state of Maharashtra, that The traffic movement during 11KV HT Line Cable will be managed by <u>MSEDCL_Barshi Division</u> in co – ordination 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 <u>MSEDCL_Barshi Division</u>.

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(Suresh V Kurhade)
Executive Engineer
MSEDCL, Barshi Division

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UNDERTAKING

We, <u>MSEDCL,Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia.in the state of Maharashtra, that

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- <u>MSEDCL,Barshi Division</u> 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. 11KV HT Line Cable 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 11KV HT Line Cable within 30 days (or as specified by the respective agency / owner) from the date of issued of Notice by the concerned owner to shift / relocate the 11KV HT Line Cable 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. 11KV HT Line Cable 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.
- During the extent of work trenches should be strictly regulated so that the 11KV HT Line Cable are 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 damages, if any, due to the Excavation of trenches for the laying of the 11KV HT Line Cable.

(Suresh V Kurhade) **Executive Engineer MSEDCL**, Barshi Division



We, <u>MSEDCL,Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. in the state of Maharashtra, that We will relocate 11KV HT Line 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.

(Suresh V Kurhade) **Executive Engineer MSEDCL**, Barshi Division



We, <u>MSEDCL,Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65

1) For Near Eicher Showroom, Venegaon Tembhurni Tq. Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. in the state of Maharashtra, that We will shift 11KV HT Line Cable at our own cost as & when required by NHAI Authority within such time as stipulated by NHAI.

(Suresh V Kurhade)
Executive Engineer
MSEDCL , Barshi Division



We, <u>MSEDCL, Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65

1) For Near Eicher Showroom, Venegaon Tembhurni Tq. Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. in the state of Maharashtra, that We will be carrying out the 11KV HT Line Cable work as per the specifications and standards of NHAI and the executed work will confirm all the standard conditions of NHAI guidelines.

(Suresh V Kurhade)
Executive Engineer
MSEDCL , Barshi Division

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2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. in the state of Maharashtra, that

- 1. <u>MSEDCL,Barshi Division</u> shall submit the performance Bank Guarantee for the proposed as and when the demand note is raised by NHAI.
- 2. <u>MSEDCL,Barshi Division</u> 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.

	(Suresh V Kurhade)
¥.8.8	Executive Engineer MSEDCL, Barshi Division
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We, <u>MSEDCL,Barshi Division</u>,having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65

1) For Near Eicher Showroom, Venegaon Tembhurni Tq. Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia. in the state of Maharashtra, that We will not damage other utility while laying 11KV HT Cable Line, in case if it is damaged then the losses will be paid to NHAI or the concerned owning agency as per direction by NHAI.

	(Suresh V Kurhade))
	Executive Engineer	,
	MSEDCL, Barshi Divi	ision
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AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR Existing 11KV HT Cable Laying ON NATIONAL HIGHWAYS

Agreement to lay 11KV HT Line Cable in the road crossing four Laining Of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq. Madha road crossing at 166+170 and 2) For Near Karmala Bridge, Tembhurni Tq. Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia.

This Agreement made this ---day of Aug Month of 2024 (year) between National Highway acting in his executive capacity through <u>MSEDCL,Barshi Division</u>.

(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 <u>MSEDCL,Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401(herein called the License) which expression shall unless

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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 on section of Pune Solapur Section of NH - 65 1) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and 2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km 161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia.

Whereas the Licensee proposes to Permission for Laying 11KV HT Line Cable referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for the permission to lay utility servicesalong the road Pune Solapur Section ofNH - 65 1) For Near EicherShowroom, Venegaon Tembhurni Tq. Madha roadcrossing at 166+170 and 2) ForNear Karmala Bridge, Tembhurni Tq. Madhalaying along the road from Km161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia.And where as the Authority has agreed to grant such permission for way leave on NH Rowas 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 attachedhereto subject to the following conditions, namely.

1.Row permissions are only enabling in nature. The purpose of extending the wayleave facility on the National Highway Row is not for enhancing the scope 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 willbe permitted to use the Row, either above or below, or by the side of the utilitieslaid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final andbinding on all concerned parties. In case any disruption / damage is caused to anyexisting user by the subsequent user, the Authority shall not be held accountable orliable in any manner.

3. The Licensee shall be responsible for undertaking all activities including, but notlimited to site identification, survey, design, engineering, arranging finance,

project management, obtaining regulatory approvals & necessary clearances,

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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 / 11KV HT Line Cables for Infrastructure/service provider. As regards Tariff and Terms and conditions forproviding 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 grantedfor entering into a license agreement. In case of renewal, rate prevailing at thetime 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 1.00 m wide utility corridor oneither side of the extreme edge of Row. In cases where utility ducts with sufficientspace are already available along NH, the utility services shall be laid in such ductssubject to technical requirements being fulfilled.

7. The utility services shall be laid at the edge of the RoW. In case of restricted widthof Row, which may be adequate only to accommodate the carriageway,centralverge, shoulders, slopes of embankment,drains,other road side furniture etc; theutility 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 drainagestructure, 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 allowedbeneath 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 trafficon top. The width of the duct shall not be less than one lane. In such cases, it alsoneeds to ensure that maintenance of the utility services shall not interfere with thesafe and smooth flow of traffic. The cost of operation and maintenance will haveto be borne by the Licensee.

10.It is to be ensured that at no time there is interference with the drainage of the roadland and maintenance of the National Highways. Towards this, the top of theutility services shall be at least 0.60 metre below the ground level. However, anystructure above ground shall be E:\AE Tembhurni Pawar So\Format (Pawar SO) 25-07-2023\NHAI Permission Data\NH65 Agreement-Undretaking.doc,4 aesthetically provided for /landscaped withrequired 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 /conduitpipe should, as minimum, extend from drain to drain in cuts and toe of slope to toeof slope in the fills and shall be designed in accordance with the provision of IReand 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 roadshall be at least 1.2m below the top of the sub grade or the existing ground levelwhichever is lower, subject to being at lease 0.30 m below the drain inverts. Atypical sketch showing the clearances is given in Attachment-I.

14. The utility services shall cross the National Highway preferable on a line normal toit or as nearly so as practicable.

15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained herein-below or as supplied by the Highway Authority.

a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, 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 utilityservices by proper filling and compaction, so as to restore the land in to the samecondition as it was before digging the trench, clearing debris / loose earth produceddue to execution of trenching at least 50 maway from the edge of the right of way;

18. All required restoration work subsequent to laying of the cable shall be required tobe undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined timeschedule and quality standards.

19. Prior to commencement of any work on the ground, a performance BankGuarantee (a) Rs. per route metre/Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority / its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations / utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench / other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case, the Performance Bank Guarantee is invoked as mentioned above, theLicensee shall be required to replenish and reinstate the required PerformanceBank Guarantee within one month of such invoking. In case the workcontemplated herein is not completed to the satisfaction of the Authority, whichhas 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 extendthe guarantee for a further period of one year. Notwithstanding this, the Licenseeshall be liable to pay full compensation to the aggrieved Authority /its designatedagency 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 therespective Authority) from the date of issue of the notice by the concernedAuthority to shift / relocate the utility services, in case it is so required for thepurpose of improvement /widening of the road/route / highway or construction offlyover/ bridge and restore the road / land to its original condition at his own costand risk.

22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities / undergroundInstallations /facilities etc. The Licensee shall ensure the safety and security ofalready existing underground installations / utilities /facilities etc.beforecommencement of the excavation / using the existing cable ducts. The Licenseeshall procure insurance from a

reputed insurance company against damages toalready 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 replacementssought for, at the cost and risk of the Licensee. The concerned agency in coordinationwith Authority shall also have a right make good such damages /recoverthe claims by forfeiture of Bank Guarantee.

24. If the Licensee fails to comply with any condition to the satisfaction of theAuthority, the same shall be executed by the Authority at the cost and risk of theLicensee.

25. Grant of License is subject to the Licensee satisfying (a) minimum disruption offraffic and (b) no damage to the highways. As far as possible, the Licensee shouldavoid cutting of the road for crossing highway, and other roads and try to carry outthe work by **trenchless technology**. In case any damage is caused to the roadpavement in this process, the Licensee will be required to restore the road to theoriginal condition at its cost. If due to unavoidable reasons the road needs to be cutfor crossing or laying utility services, the Licensee has to execute the restorationwork in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined timeschedule and quality standards. In case of the Licensee failing to discharge theobligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, atthe cost of the Licensee and recover the amount by forfeiture of the BankGuarantee.

26. The Licensee shall inform /give a notice to the concerned agency designated by theAuthority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance / repair works. A separate performance Bank Guarantee formaintenance /repair works shall have to be furnished by the Licensee.

27. Each day, the extent of digging the trenches should be strictly regulated so thatutility services is laid and trenches filled up before the close of the work that day.Filling should be completed to the satisfaction of the concerned agency designated by the Authority.

28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches forlaying cables / ducts.

29. The permission for laying utility services is granted maximum for 5 years at atime, which can thereafter be considered for renewal. On payment of additionalfee at the time of E:\AE Tembhurni Pawar So\Format (Pawar SO) 25-07-2023\NHAI Permission Data\NH65 Agreement-Undretaking.doc,7

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 he 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 Licenseeany ownership right or any interest in route / road / highway land / property, otherthan what is herein expressly granted. No use of NH RoW will be permitted forany purpose other than that specified in the Agreement.

33. During the subsistence of this Agreement, the utility services located in highwayland / 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 theuse 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 geotaggedphotographs and geo-tagged video recordings of laying of cables in thetrench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

36. The Licensee shall allow free access to the Site at all times to the authorized Representatives of Authority to inspect the Project Facilities and to investigate anymatter within their Authority, and upon reasonable notice, shall provide reasonableassistance necessary to carry out their respective duties and functions.

37. The utility services shall not be made operational by the Licensee unless acompletion certificate to the effect that the utility services has been laid inaccordance with the approved specifications and drawings and the trenches havebeen filled up to the satisfaction of the concerned agency in co-ordination with theAuthority has been obtained. Notwithstanding anything contained herein, thisAgreement 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 anyloss caused to it by such cancellation not shall it be absolved from any liabilityalready incurred.

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38. The Licensee shall ensure adherence to relevant Indian standards and follow bestindustry 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 kept open to trafficat all times. In case of single lane roads, a diversion shall be constructed. If anytraffic diversion works are found necessary during the working period suchdiversion 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 Licenseeshall furnish a Bank Guarantee to the Authority for a period of one year for anamount assessed by the Authority as a security for making good the excavatedtrench 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 ortheir implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding onall.

43. For PPP Projects, in case of any financial loss incurred by the respective projectconcessionaires 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/NHAI Implementing authorities for the project shall not be liable to the concessionaire inany way in this regard.

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THISAGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVEAUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRSTABOVE WRITTEN. SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY. By (Signature, name & address with stamp)

Signed on Behalf of **MSEDCL**, **Barshi Division** By

(Suresh V Kurhade) Executive Engineer MSEDCL, Barshi Division

HOLDER OF GENERAL POWER OF ATTORNEY.DATED EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO.DATED PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON IN THE PRESENCE OF WITNESSES:

(Shri. U.G.Jadhav) Dy.Executive Engineer MSEDCL Sub-Division,Tembhurni

(Shri.M.A.Pawar) Assistant Engineer, MSEDCL,Tembhurni Section

Suresh Vithoba Kurhade Executive Engineer MSEDCL Division Office Barshi.



UNDERTAKING

We, <u>MSEDCL,Barshi Division</u>, having its registered office at Burud Galli, Mangire Mala, Barshi, Maharashtra 413401, hereby do undertake in reference to our Application for hereby do undertake in reference to our Application for Proposal of Existing 11KV HT Cable Laying in the road crossing four Laining Of Pune Solapur Section of NH - 65 T) For Near Eicher Showroom, Venegaon Tembhurni Tq.Madha road crossing at 166+170 and

2) For Near Karmala Bridge, Tembhurni Tq.Madha laying along the road from Km

161+650 to Km 161+750 BHS and Crossing at Km 161+750 for HDPE Pipe 200 mm Dia in

the state of Maharashtra, that

1. MSEDCL, Barshi Division shall be solely responsible / liable for full

compensation / indemnification of concerned agency / aggrieved owners for any direct

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or indirect or consequential damages caused to them / claim or replacements sought for at our cost and risk.

2. 11KV HT Line Cable 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 11KV HT Line Cable within 30 days (or as specified by the respective agency / owner) from the date of issued of Notice by the concerned owner to shift / relocate the 11KV HT Line Cable 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. 11KV HT Line Cable 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 water pipe line are 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 damages, if any, due to the Excavation of trenches for the laying of the water pipe line.

(Suresh V Kurhade) **Executive Engineer MSEDCL**, Barshi Division



PROJECT :- CABLE CROSSING ARRANGEMENT AT NH-65



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DN DRAWING OF TRENCH FOR LAYING HT 3Cx33KV XLPE ID COMPOSITE CABLES. SCALE:- SHT:- 1 OF 1 NTS & REV.:- 00			
SCALE:- SHT:- 1 OF 1 NTS REV.:- 00			
3 2 1	ID COMPOSITE CABL	SCALE:- SHT:- 1 OF 1	
	3		