

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन एवं 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: पुणे-सोलापूर राजमार्ग के निकट, मौजे बाले, जिला सोलापूर-४१३२५५, महाराष्ट्र Office: Adjacent to Pune-Solapur Highway, Mauje Bale, Dist. Solapur-413255 Maharashtra

Ph.No. 0217-2303379 * ई-मेल/Email : solapur@nhai.org * वेब /Web : https://nhai.gov.in

No.: NHAI/PIU/SLP/NH-65/Electrical Crossing/2025/1564

Date: 25.07.2025

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 proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur in the State of Maharashtra - Reg.

Sir

- Executive Engineer (O & M Division), MSEDCL, Solapur Rural Division, Urja Nagar, Murarji Peth, Solapur has submitted Proposal for submission of proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur 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 are invited to below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director,

National Highways Authority of India Project Implementation Unit, Solapur Office: Adjacent to Pune Solapur Highway, Mauje Bale, Dist. Solapur - 413255.

Thanking you,

भवदीय्,

(राकेश जवादे), महाप्रबंधक (त) तथा परियोजना निदेशक, भा.रा.रा.प्रा., इकाई. सोलापूर.

Copy to:-

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



भारतीय राष्ट्रीय राजमांर्ग प्राधिकरण

(सडक परिवहन एवं 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: पुणे-सोलापूर राजमार्ग के निकट, मौजे बाले, जिला सोलापूर-४१३२५५, महाराष्ट्र Office: Adjacent to Pune-Solapur Highway, Mauje Bale, Dist. Solapur-413255 Maharashtra Ph.No. 0217-2303379 * ई-मेल/Email: solapur@nhai.org * वेब /Web: https://nhai.gov.in



No.: NHAI/PIU/SLP/NH-9/Electrical Crossing/15022/2024-25/1518 Date:21_07.2025

To,

Executive Engineer (O & M Division), MSEDCL, Solapur Rural Division, Urja Nagar, Murarji Peth, Solapur - 413001. Email id: - eesolapur@gmail.com

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 proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur in the State of Maharashtra - Reg.

Ref.:

- i. IE, M/s DCSL-SSSPL letter no.Dhruv/IE/NH-65/Sol-MH-KN Border/2025-26/1683 dated 21.07.2025.
- ii. T/o. letter no.1452 dated 18.07.2025.
- iii. Your office letter no.EE/SUR-R/T/No.4431 dated 16.07.2025.
- iv. MoRT&H guidelines Circular No.NH-36094/01/2022-S&R (P &B) dated 17.04.2023.
- v. MoRT&H guidelines / Circular No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016.

Sir,

With reference to above cited subject, the proposal submitted by your office to this office regarding submission of proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur in the State of Maharashtra vide letter ref. at (iii) above. The said proposal was forwarded to IE M/s. Dhruv Consultancy Service Limited associate with Samarth Softech Solution Pvt Ltd of NH-52 for verification at site and submit their comments vide ref. at (ii) above.

2. The proposal submitted by your good office is scrutinized in this office as per the MORT&H guidelines dated 22.11.2016 and it is found that, performance bank guarantee is calculated amounting to Rs.1,12,000/- and License Fees for 5 years - amounting to Rs.56,3/1/-. As per the MORT&H guidelines dated 22.11.2016 & 17.04.2023 the initial permission would be valid for a Max 5 years at a time at a

(1)

- time which can be thereafter for renewal. The details of calculation sheet are enclosed herewith as an **Annexure-I**.
- 3. In view of this, it is requested to submit license fee for 5 Years of Rs.56,371/- in shape of demand draft in Favor of "National Highways Authority of India' to NHAI and requisite Performance Bank Guarantee Rs.1,12,000/- in Favor of "Chairman, National Highways Authority of India, New Delhi." In this regard, it is requested to submit the Bank Guarantee in SFMS system only. "The guarantor / bank hereby confirm that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI after obtaining details thereof from NHAI."
- 4. The details of the Bank are also mentioned below.

Sr. No.	Details	Information
1.	Beneficiary name	National Highways Authority of India
2.	Name of Bank	Kotak Mahindra Bank
3.	Branch	Hotgi Road, Solapur
4.	Account No	1000101016.
5.	IFSC Code	KKBK0002060.

5. This is submitted for your information and necessary action. धन्यवाद!

भवदिय

(राकेश जवादे) महाप्रबंधक (त) तथा परियोजना निदेशक भा.रा.रा.प्रा., इकाई. सोलापूर

सलंग्नः उपरोक्त

प्रतिलिपी: :-

i. CGM (Tech.) & RO, Mumbai for information please.

ii. M/s DCSL-SSSPL for information.

iii. Master file.

₹1,12,000	uarantee	Total Bank Guarantee							
₹ 1,12,000	0	120*100+1*100000	12		۵۱	Bank Guarantee	Bank		2
		ion	Performance Bank Guarantee Calculation	Guarante	nce Bank	Performa			
₹ 56,371	r 5 Years	Total Licence Fees for 5 Years	Total Li						
12625	ar) (in Rs)	6% Annual Increment (5th Year) (in Rs)	Annual Inc	%9					
11910	ar) (in Rs)	6% Annual Increment (4th Year) (in Rs)	Annual Inc	%9					
11236	ar) (in Rs)	6% Annual Increment (3rd Year) (in Rs)	Annual Inci	%9					
10600	ar) (in Rs)	6% Annual Increment (2nd Year) (in Rs)	Annual Incr	, %9					
₹ 10,000		Licence Fees (Min Rs.10,000) as per Cl.5.2 of MoRT&H circular dated 17.04.2023	circular dat	MoRT&H	r Cl.5.2 of	000) as be	Min Ks.10,	Licence Fees (
₹ 2,052	18	1140		120	Total (B)				
2052	18	1140	0.15	120	267+530	267+530	Crossing 26	1 Tandulwadi	1
			Crossing)	Crossings - 01 (Overhead Crossing)	ings - 01 (Cross			
Licence fee (Rs.)	Area	Prevailing Circle Rate (Rs.)	Diameter (m.)	Length (m)	To Km.	From Km.	Side	Name of Village	Sr. No.
		ırantee	ation of Licence Fees and Bank Guarantee	Fees and	of Licence		Calcu		
Road near	ndulwadi	3 Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur	Cable crossing NH-65 at Km. 267+53 Tandulwadi village in Dist. Solapur	NH-65 at lage in Dis	e crossing ılwadi vill		g of 33KV	Permission for laying of 33KV UC	Permis
Annexure-I									

₹ 1,12,000	uarantee	Total Bank Guarantee	To the state of th						
₹412,000)	120*100+1*100000	12		d)	Bank Guarantee	Bank	2	
		ion	rformance Bank Guarantee Calculation	Guarante	nce Bank	Performa			
₹ 56,371	r 5 Years	Total Licence Fees for 5 Years	Total Li						
12625	ar) (in Rs)	6% Annual Increment (5th Year) (in Rs)	Annual Inc	%9					
11910	ar) (in Rs)	6% Annual Increment (4th Year) (in Rs)	Annual Inc	%9					
11236	ar) (in Rs)	6% Annual Increment (3rd Year) (in Rs)	Annual Inc	%9					
10600	ar) (in Rs)	6% Annual Increment (2nd Year) (in Rs)	Annual Incr	%9					
₹ 10,000		Licence Fees (Min Rs.10,000) as per Cl.5.2 of MoRT&H circular dated 17.04.2023	circular da	MoRT&H	r Cl.5.2 of	000) as pe	Min Rs.10,	Licence Fees (
₹ 2,052	18	1140		120	Total (B)				
2052	18	1140	0.15	120	267+530	267+530	Crossing 267+530	1 Tandulwadi	
			Crossing)	Crossings - 01 (Overhead Crossing)	sings - 01 (Cross		Stem South Control	
Licence fee (Rs.)	Area	Prevailing Circle Rate (Rs.)	Diameter (m.)	Length (m)	To Km.	From Km.	Side	Name of Village	Sr. No.
		ırantee	Calculation of Licence Fees and Bank Guarantee	Fees and	of Licence	culation o	Calc		
Road near	ndulwadi	G Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur	Cable crossing NH-65 at Km. 267+53 Tandulwadi village in Dist. Solapur	NH-65 at lage in Di	e crossing Ilwadi vil		g of 33KV	Permission for laying of 33KV U	Permi
Annexure-I									



Dhruv Consultancy Services Limited

Associate with

amarth Softech Solutions Pvt. Ltd.

501, Plot No. 67, Pujit Plaza, Opp. K - Star Hotel, Sector-11, C.B.D. Belapur, Navi Mumbai – 400 614 Telefax No. +91 22 27570710, Mobile: - +91 9619497305 Website: www.dhruvconsultancy.in Email ID: info@dhruvconsultancy.in, services@dhruvconsultancy.in, CIN No. L74999MH2003PLC141887

No. Dhruv/IE/NH-65/Sol-Mh-KN Border/2025-26/1683

Date:-21.07.2025

To,

Project Director

National Highways Authority of India

Project Implementation Unit, Solapur.

Sub:- Independent Engineer (IE) services during O&M phase of Four laning of Solapur-Mah-Knt Border from Km 249.000 to 348.800 section of NH-9 (Design Length= 100.060) -Permission for laying of 33KV UG Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur -Reg.

Ref: - 1. NHAI letter no. 1452 dated 18.07.2025.

2. M/s. MSEDCL, Solapur Rural Division Tuljapur, Letter No. 4431 dated 16.07.2025.

Sir,

With reference to the subject cited above, this office is in receipt of letter under reference regarding, Permission for laying of 33KV UG Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur on NH-65. In this regard this office verified the same at site and detailed comments are under,

1. The proposal is submitted for the crossing of 33 Kv line across the project highway at 02 nos.

of locations and location wise details is as below,

Sr.	Location	Chainage	Type
No.			
1	Near Tandulwadi Junction	267+530	Crossing
2	Near Tandulwadi Junction	267+530	Crossing

- i. Utility service shall not be laid over existing culverts and bridges except through the utility ducts where such provision exists.
- ii. Existing drainage structures shall not be allowed to carry the lines across.
- iii. Applicant need to cross the project highway by HDD method throughout ROW i.e. 60m.
- iv. In the submitted proposal, there is 02 nos. of crossing at Ch.267+530 shall be carried out as per submitted drawings only.
- v. Furthermore, Applicant needs to inform IE and Concessionaire before execution of the work.
- 2. The submitted proposal for crossing of the 33 KV line for locations mentioned above, satisfies all the MORT&H guidelines and this office recommends to process the proposal for further approval.

This is for your information and necessary action.

Thanking you

(Team Leader)

(Ramesh Sreerangam)

M/s. Dhruv Consultancy Services Ltd. Associate

With Samarth Softech Solutions Pvt. Ltd.

Encl. - Signed copy of proposal.

Copy to :- 1. Mr. Sanjay Mishra, IRP, For information.



Govt.of Maharashtra Undertaking CIN:U40109MH2005SGC53645



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

OFFICE OF THE EXECUTIVE ENGINEER, SOLAPUR RURAL URJA NAGAR, MURARJI PETH, SOLAPUR-413001.

email: eesolapurr@gmail.com /website-www.mahadiscom.in

Ref No.EE/SUR-R/T/ NO - 4 4 3 1

Date: 1 8 JUL 2025

To,

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

Sub: Submission of proposal for laying of 33 KV UG Cable crossing NH 65 at km 267/530 Solapur -Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.

Ref: 1) LOA No. CE/Dist/M-III/RDSS/T-20/LOA/No 32427 dtd:31.10.2023.

Respected sir,

In connection to above subject, we are going to provide 33 KV underground cable Crossing on National Highway 65 by using pushing HDD method to give supply to our Feeders. New underground cable work under the supervision of MSEDCL authority for RDSS Loss Reduction tender work.

Detailed sketched of the proposed work with MSEDCL sanction copy is also attached with this. Hence it is kindly requested to accord your approval to carry out the work.

Thanking you,

(Manishkumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

Enclosures:

- 1. Agreements.
- 2. Undertaking
- 3. Check List
- 4. License Copy
- 5. Crossing drawing
- 6. Undertaking Letter

CHECK-LIST

Check list for getting approval for Laying Electrical Cable Crossing National Highway

Relevant Circulars

1) Ministry circular No. RW/NHAI/33044/29/2015- S & R dated 22.11.2016

Sr no	ltem	Information/ status
1	General Information	Sub: Submission laying of 33 KV UG Cable crossing NH 65 at km 267/530 Solapur - Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.
1.1	Name and Address of the Applicant	Executive Engineer (O&M) MSEDCL, Solapur Rural Division
1.2	National Highway Number	NH65
1.3	State	Maharashtra
1.4	Location	33 KV UG Cable Road Crossing NH65 From at km 267/530 Solapur -Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.
1.5	Chainage in Km	Same as above
1.6	Length in Meters	Total Length is 60 Mx2 Run = 120 M
1.7	Width of RoW	60 M
	a) Left side from Centre Center line towards increasing chainage/ Km direction	Demarcation done during Visit ~
	b) Right side from Center line towards increasing chainage / Km direction	Demarcation done during Visit 🗸
1.8	Proposal to layover Head 33Kv line.	NA
	a) Left side from Centre Center line towards increasing chainage/ Km direction	NA
	b) Right side from Center line towards increasing chainage/ Km direction	NA
1.9	Proposal to acquire land	NA
	a) Left side from Centre line	NA
	b) Right side from Center line	NA
1.10	whether proposal is in the same side where land is not to be acquired	NA
	If not then where to lay cable	Within NHAI RoW
1.11	Details of already laid Services, if any, along the proposed route	NA
1.12	Number of lanes (2/4/6/8 lanes)	4 lanes with Paved Shoulder

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	existing	
1.13	Proposed Number of lanes (2lane	NA
1.13	with paved shoulder/4/6/8 lanes)	
1.14	Service road existing or not	NA
	If yes then which side	
	a) Left side from Centre line	Yes
	b) Right side from Center line	NA
1.15	Proposed service road	NA
	a) Left side from Centre line	NA
	b) Right side from Center line	NA
	Whether proposal is to lay Overhead	
	Electric line after the service road or	NIA.
1.16	between the service road and main	NA
	carriageway	
	The permission for laying U	
1.17	electrical cable shall be considered	
1,1,	for approval/rejection	
	(i)Where the ROW is more than 45	
	m then the duct cable shall be laid	
	at the edge of right of way within	NA
	the utility corridor of 2m width, duly	
	keeping in view the future widening	
	(ii)Where the land is yet to be	
	acquired for 4 laning & position of	
	new carriageway has been decided	
	then the cable shall be laid at the	82
	edge of right of way within the	NA
	utility corridor of 2m width, on that	
	side of existing carriage way where	
	extra land is not proposed to be	
	acquired for 4 lanning.	
	(iii) Where the widening plan for 4-	
	lanning is not yet decided &	
	available RoW is around 30m or less,	
	a judicious decision would need to	
	be taken for permitting the laying of	NA
	cable/duct. This could be within	I VA
	1.5m to 2m of utility corridor at the	
	·	
	edge of existing RoW, duly keeping	
	in view the future widening	
	(iv) Where the RoW is restricted and	
	adequate only to accommodate the	
	carriageway, central verge, shoulder	NA
	and drains (e.g highways in cutting	
-	through hilly/rolling terrain) the	·
115	cable shall be laid clear of the drain.	h A a 0

Executive Engineer M. S. F. D. Co. Ltd., Rural Ulivisian, Solapur

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	(v) Where land strip for utility corridor cannot be conveniently earmarked (available RoW restricted to the toe of the embankment) for lying of cable/ducts, the permission	NA
1.18	may be refused. No. of applicants on the same stretch	1 /
1.19	Whether the case of multiple licenses	No
1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA
1.21	If crossing of the road involved If yes it shall only be through trench-less technology	Yes ~
	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
	e) Ends of the casing /conduit pipe shall be sealed from the outside, so that it does not act as a drainage path	Yes
2	f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope in the fills.	Yes /
	g) The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road	Yes /
16 to	h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes '

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

	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	Yes
2	of a waterway along it. Document / Drawing enclosed with the proposal	Yes, Enclosed.
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 not be greater than 1.2m in width in Multiple ducts	NA
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes, Enclosed. /
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 works etc.	Yes, Enclosed.
2.4	Methodology for laying of UG Electrical Line/ cable	Yes, 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)	NA —
	a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	NA —
	b) For filling of the trench, bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value unsuitable soil and rock edged should be excavated and replaced by selected material.	NA -
	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	NA /

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

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	
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.	=
f) The excavation shall be protected by flagman, Agreed signs and barricades, red lights during night hours.	
g) If required, a diversion shall be constructed at the expense of agency owning the utility line.	
.2 Horizontal Direction Drilling (HDD) Method Yes /	
Laying of OFC Cable through CD works and method of laying	
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	
Draft license Agreement signed by Two witnesses Yes	
Performance Bank Guarantee in favor 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	ssion
and compaction, clearing	

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

	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.	
4.1	Performance BG as per above is to be obtained	BG shall be submitted as soon as permission obtained from 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	Yes, Enclosed.
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, Enclosed.—
5.2	Renewal of Bank Guarantee	Yes, Enclosed
5.3	Conforming all standard condition of NHAI's guideline	Yes, Enclosed. —
5.4	Shifting of VG Electric line as and when required by NHAI at their own cost of agency owing the line	Yes, Enclosed. —
5.5	Shifting due to 6 lanning / widening of NH	Yes enclosed —
5.6	Indemnity against all damages and claims clause (Xxiv)	Yes enclosed /
5.7	Traffic movement during laying of Life 33kv Electric line to be managed by the applicant	Yes par
5.8	IF any claim is raised by the Concessionaires, then he same has to be paid by the applicant	Yes 🖊
5.9	Prior approval of NHAI shall be obtained before undertaking any work of installation shifting or repairs or alteration to the showing of U& 33 Kv Electric line located in the National Highway right-of-way	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 owing the line	Yes -

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

	If NHAI considers it necessary in	
	future to move the Electric line	
	for any work of improvement or	
	repairs to the road, it will be carried	Yes -
5.11	out as desired by NHAI at the cost of	res -
	the agency owning the OFC within	
	reasonable time (not exceeding 60	
	days of the intimation given)	
	Certificate from the applicant in the	
	following format	
	1) Laying the V (233. Kv line will not	
	have any deleterious effects on any	
	of bridge components & roadway	
	safety for traffic	
	2) For -6 Lanning, "We do undertake	
5.12	that we will relocate service	Yes •
	road/approach road/utilities at our	
	own cost notwithstanding the	
	permission granted within such time	
	as well as stipulated by NHAI", for	
	future 6-laning or any other	
	development	
	Who will Sign the agreement on	Executive, Engineer MSEDCL, Solapur R
6		Division —
7	behalf of VG Line agency /	Govt of Maharashtra undertaking
7	Copy of DOT license	
8	Certificate from the project Director	To Be submitted by PD, PIU Solapur —
	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-	
0.1	III/P/66/76 dated: 11-05-1982,	to be submitted by DD DUI Colorin
8.1	Ministry Circular No. RW/NW-	to be submitted by PD, PIU Solapur _
	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	
8.2	Certificate for 6 Lanning from PD in	NA
	the following format	
	(i) "it is certified that any other	
	location of the OFC Cable would be	Λ
(5 D)	extremely difficult and unreasonable	I
65551	costly and the installation of OFC	1110
The state of the s	And 1	WSX august
5		Executive France Page No. 7
2/	171	M. S. E. D. Co. Ltd.,
K-		Rural Division, Solapur

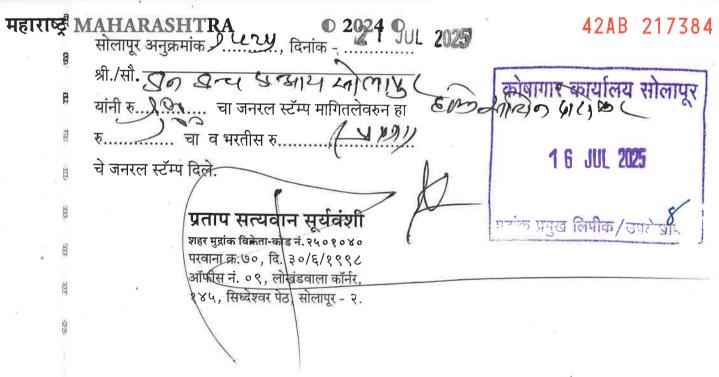
	Cable within ROW will not adversely	
	affects the design, stability and	
	traffic safety of the highway nor the	
	likely future improvement such as widening of the carriageway, easing	
	of curve etc."	
	ii) For 6- Lanning: -	
	a) Where feasibility is available "I do	
	certify that there will be no	
	hindrance to proposed six -Lanning	
	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	
	accommodating proposed Six-	
	Lanning	
	If NH section proposed to be taken	
	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	
9	the right to lay cable/duct has also	Agreed
,	been granted as a right of way to	. 3
	the concessionaire under the	
	concession agreement for	
	upgradation NH 65 and therefore,	
	the licensee shall honor the same'	
10	who will supervise the work of	Executive, Engineer MSEDCL, Solapur R
10	laying of V & Electric line /	Division
	who will ensure that the defects in	Executive, Engineer MSEDCL, Solapur R
11	road portion after laying of V &	Division
	Electric line are corrected	
	Who will pay the claims for damages	Executive, Engineer MSEDCL, Solapur R
12	done/disruption in working of Concessionaire if asked by the	Division
	Concessionaire	DIVISION
	A Certificate from PD that he will	
	enter the proposed permission in	
13	the register of records of the	to be submitted by PD, PIU Solapur
13	permission in the prescribed	, , ,
	proforma (copy enclosed)	
	If any pervious approval is accorded	
	for laying of cable, then Photocopy	
14	of register of records of permission	NA
	accorded as maintained by PD, then	
The Part of the Part	copy be enclosed	<u> </u>
14	accorded as maintained by PD, then	NA NA

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Executive Engil Lips
M. S. E. D. Co. Ltd.,
ural Division Solanus





LICENSE FOR LAYING OF UNDERGROUND
CABLES S/LINES ACROSS NATIONAL HIGHWAY LAND

Agreement to proposal for erection of Laying of 33 kV UG cable for Road Crossing on NH 65, from Km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and

355

Executive Engineer
M. S. F. D. Co. Page No. | 1
Rural Division, Solabur

in the State of Maharashtra.

An agreement made this year 2025 between President of India (herein after called the Government which expression shall be by or repugnant to the context include) of the one part and Executive Engineer O&M, MSEDCL Solapur R Division, herein after called "the licensee "/ the licensee Which expression shall excluded by or repugnant to the context including sized licensees' successor / licensees' successors heirs' executors' administrations and assigns of other part.

- 2) WHEREAS THE. licensee has /licensee have applied to the Government for permission to Laying overhead lines and underground cables along the NH/and Government land with necessary provision for signs and markings on the boundary NH-65 Highway more particularly described in the drawing attached hereto (hereinafter referred to as the said premises)
- 3) AND WHEREAS THE GOVERNMENT have agreed to grant such permission on the terms and conditions hereafter mentioned.
- 4) NOW this Agreement witnessed that in consideration of the terms and condition hereinafter contained and on the part of the licensee /licensee to be observed and performed the government hereby grants to be licensee, licensee permission to laying overhead lines & underground cables across NH65 and with necessary signs, and marking as per approved drawings attached subject to the following terms and conditions, namely:
- i) That the licensee/licensee shall within three months from date of receipts of the permission, but without interfering in any way with the highway traffic, complete the laying of the overhead lines & underground cables across me and shall make provision for sings and markings at his own cost and the to the full satisfaction of the executive engineer/ division engineer in-charge/project director in-charge of the national highway according to the approved drawings and specifications. Until the executive engineer/ divisional engineer/ project director Government / NHAI shall give a completion certificate after satisfying himself that it has been complete as per the sanctioned drawings and specifications, the overhead lines& underground cables shall be commissioned/erected by the company only after completion certificate has been issued by the. Highway authorities,
- ii) That on the completion of the said work, that part of overhead lines & underground cables which lies within the limits of government road land together with any tower pole

M. S. P. Page No. | 2

etc. therein constructed shall become the absolute property of the Government subject to the rights of the licensee /licensees to use the same for their purpose.

- iii) The licensee/licensee shall at his/ their own cost keep the said overhead lines& underground cables therein in proper repair and condition to the satisfaction of the executive engineer /divisional engineer, government/ project director NHAL. The signs and markings to be kept at then respective locations and clean condition for visibility at all time.
- iv) That within six months of a notice duly given to the licensee /licensees in the behalf, the licenses shall at his /their own cost remove the overhead lines& underground cables or any other work done in connection therewith and restore the land to its original condition when required to do so by the government or by any person duly authorized on its behalf, the licensee /licensees shall not be entitled to any compensation on account of such removal and restoration.
- v) That this permission shall not be used for any purpose other than the purpose for which granted to the licensee/ licensees.
- vi) That the licensee/ licensees shall not, without the prior permission in writing, of the Executive Engineer/ Divisional Engineer, (Government/ Project) Director (NHAI) in any way extend or alter the said overhead lines& underground cables or Tower.
- vii) That the licensee/ licenses shall at all times permit any dully authorized officer or servant of the Government / NHAI to inspect the said overhead lines& underground cables and therein. He shall keep the said overhead lines& underground cables clear and shall not be entitled to close any right of way over or in respect of the same against Government, or any member of the public.
- viii) That the licensee/ licensees shall be liable for any loss or damage caused to the Government by overhead lines& underground cables or any other like cause due to the said Work.
- ix) That the permission granted by this license shall not in any way be dented to convey to the licensee/ licensees any right into or over or any interest in Government land other than that herein expressly.
- x) That in case the said overhead lines& underground cables is destroyed, this license shall determine and the licensee/ licensees shall not be entitled to claim any right to erect another overhead lines& underground cable in lieu of that so destroyed.
- xi) That during the subsistence of this license, the said, Overhead lines underground cobles shall be deemed to have been constructed only by the consent and permission of the

W. S. E. J. To Ltd.,
Solanur

Government so that the right of the licensee licensees to use the same shall not become absolute and indefeasible by lapse of time.

- That, if the licensee fails/ licensees fail to execute any work which he has/ they have agreed under this agreement to the full satisfaction of the Executive Engineer / Divisional Engineer, /Government / Project Director, NHAI, the work shall be executed by the Executive Engineer/ Divisional Engineer/ Divisional Engineer/ GM/DGM at the cost a licensee/ licensees and the expenditure incurred shall be recoverable from the licensee as an area of land revenue without prejudice to other remedies which any be open to Government in this behalf.
- xiii) That the licensee/ licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.
- xiv) That this Agreement shall remain in force for Twenty-five years from the date of execution in the instance and be terminable by a notice of 6 months and the permission may not be renewed after of the said period.
- xv) That the license hereby granted shall not be transferable.
- xvi) That the licensee/ licensees shall bear the cost of Stamp and attestation of this Agreement.
- 5) Situations given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned company to recover the overhead lines& underground cables s.
- i) Non- maintenance of marking, signs and other traffic control devices in good operating conditions (as specified in Para 4 (iii) during the period of license deed and not rectifying the short comings within the specified period as pointed out by Executive Engineer/ Divisional Engineer/ Divisional Engineer/ PD, NHAI, in charge of the National Highway section.
- ii) Non- compliance for revising the layout Overhead lines& underground cables / Lines as directed by Executive Engineer/ Divisional Engineer in charge / Field Unit (NHAI) of the National Highway Section in writing within specified period.
- Not with standing anything contained in clause 4, this license can be cancelled at any time by the licensor through the Executive Engineer/ Divisional Engineer for breach of any of the terms and conditions of license and the licensee / licensees shall not be entitled to any compensation for loss caused to him/ them under this Agreement. The licensee / licenses shall at his /their own cost remove the Overhead lines& underground

M. S. F. Deb. Ltd.,

cables lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/ licensees refusing shall be done by the Executive Engineer/ Divisional Engineer, at the cost of licensee / licensees and the expenditure incurred shall be recoverable from the license/ licensees as an arrear without prejudice to any other remedies which may be fixed by Government in this behalf.

7) This agreement may be executed in two counter parts, each or which when executed and delivered shall constitute an original of this Agreement.

IN WITTNESS WHEREOF this agreement is executed in two parts by the parties here to on the first above mentioned.

Signed by (Name in full)

The License/ Licensee

Signed by (Name in full)

For and on behalf of the

President of India

(ManishKumar Suryayanshi) Executive Engineer(O&M)

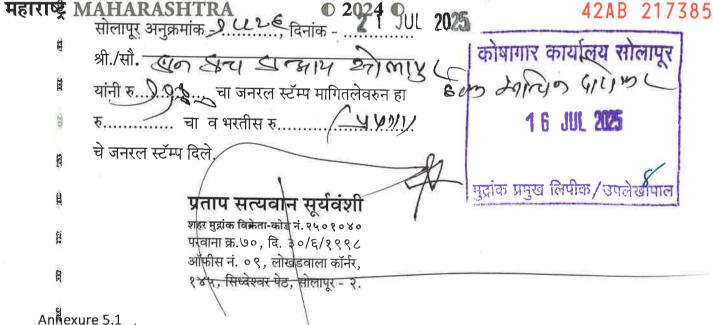
MSEDCL, Solapur Rural Division

In the presence of:

Name in full (signature) with Designation

Dy. Executive Engineer, MSEDCL, Soldpur R2 Sub div. Assistant Engineer, MSEDCL, Bormani Section.





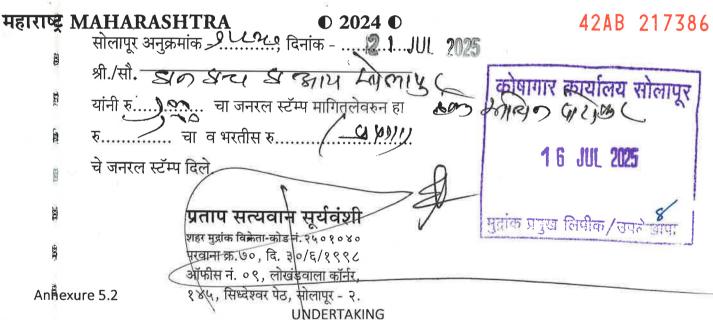
UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, in In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will not damage other utility while laying power cable in case if it is damaged then the loss will be paid to NHAI or the concerned owning agency as per direction by NHAI

mouludes (ManishKumar Suryavanshi) Executive Ingineer(O&M) MSEDCL, Solapur Rural Division





I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

1. MSEDCL Shall submit performance bank guarantee for the proposed as and when the demand note raised by NHAI.

2. MSEDCL Shall Renew the performance bank guarantee as and when required if work is not completed in one year time of the submission of the BG.

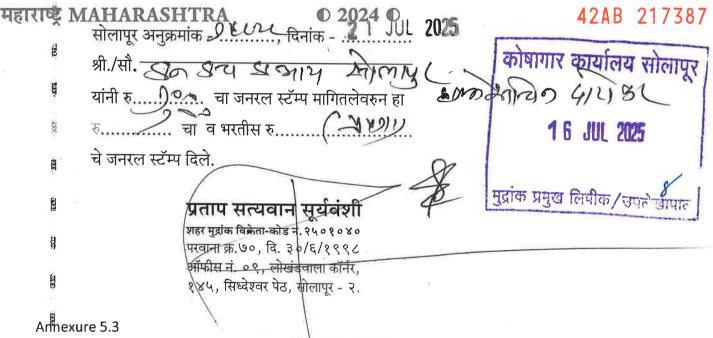
(Manishkumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

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UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will be carrying out the power cable laying and ducting work as per the specification of NHAI and executed will confirm all standards condition of NHAI guidelines

(ManishKumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

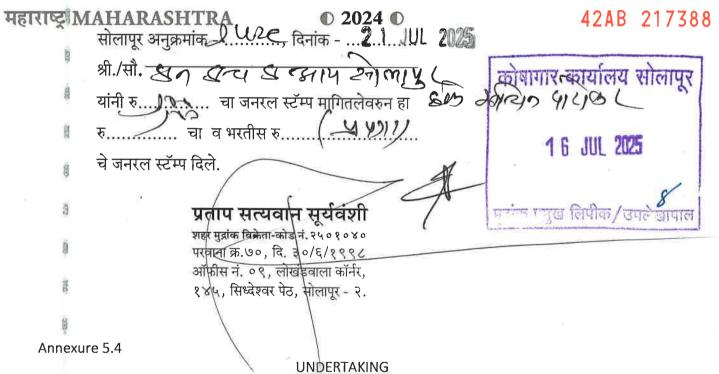
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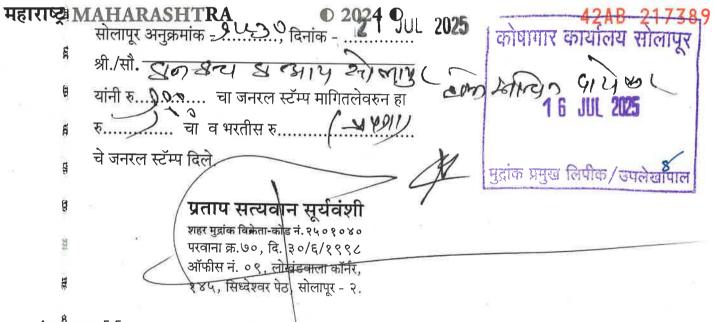


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will shift our power cable at our own cost as an when required by NHAI Authority within such time as stipulated time by NHAI.

(ManishKumar Suryavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division





Annexure 5.5

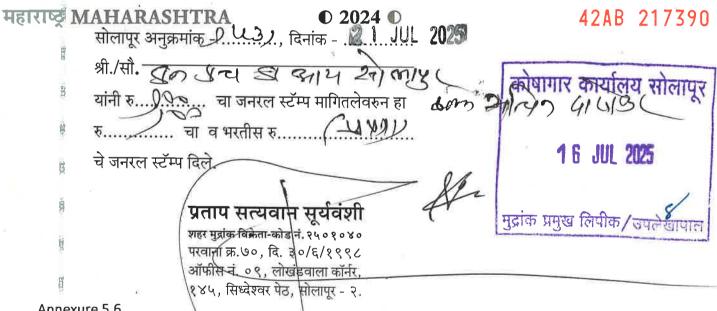
INDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will relocate power cable lines/utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI for further expansion.

(Manishkumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





Annexure 5.6

UNDERTAKING

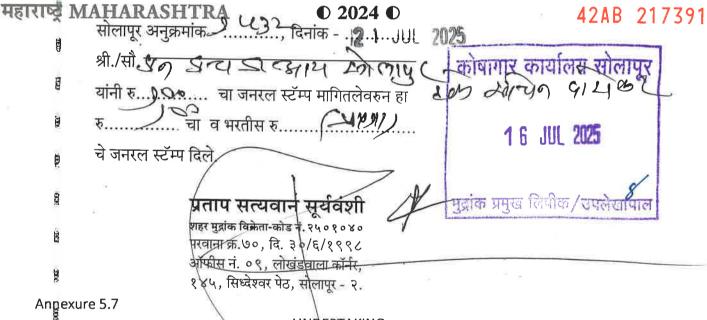
I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

MSEDCL Shall be solely responsible /liable for full compensation/indemnification of concerned agency/aggrieved owners for any or indirect or consequential damages caused to

them/claim or replacements sought for at our cost and risk.

(umar Suryavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division





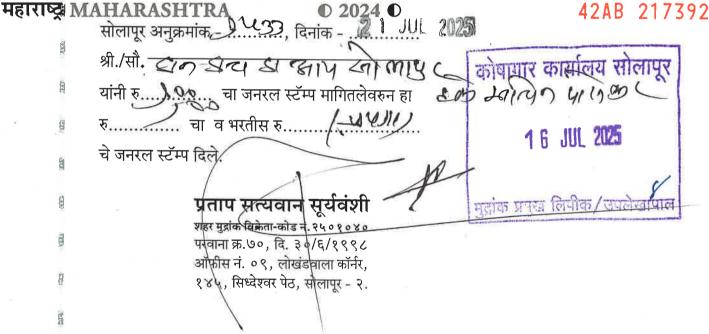
UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

1. The traffic movement during laying of power cable/Erection of Overhead line will be managed by MSEDCL, in co-ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution board during day time and danger light at night will be provided by MSEDCL.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





Annexure 5.8

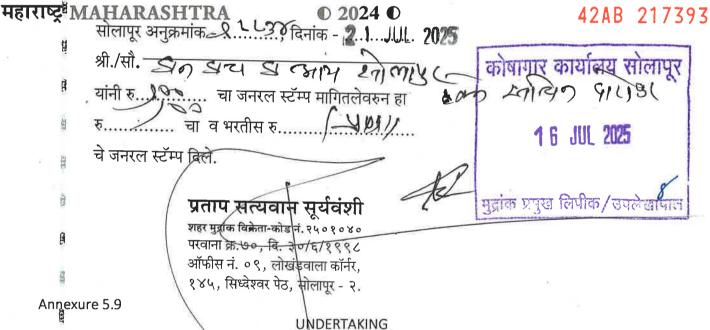
UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

If any claim is raised by concessionaries of the project, then the same will be paid by MSEDCL.

(Manishkumar Survavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division



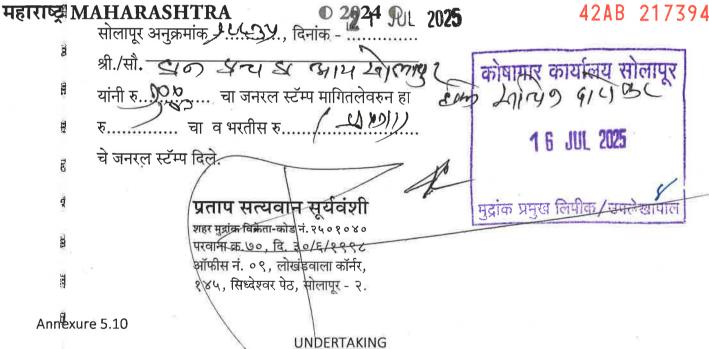


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

The proper approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs or alterations to showing power cable located in the ROW of National Highway NH65.

(ManishKumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





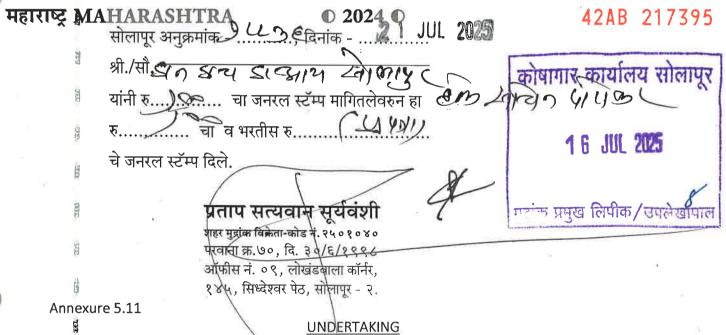
I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in

District Solapur and in the State of Maharashtra.

Expenditure, if any incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting or the power cable will be borne by MSEDCL.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division



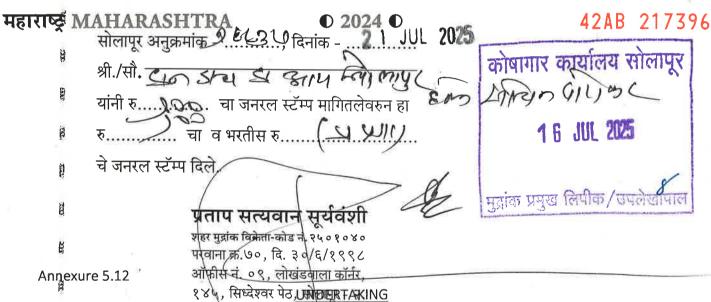


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

If NHAI is considered it is necessary in future to move the power cable for any work of improvement or repair to the road, it will be carried out as desired by NHAI at the cost of MSEDCL (Owing the Power Cable) with in stipulated reasonable time (Not exceeding 60days.) of the intimation given.

(ManishKumar Suryavanshi)
Executive Englacer (O&M)
MSEDCL, Solapur Rural Division





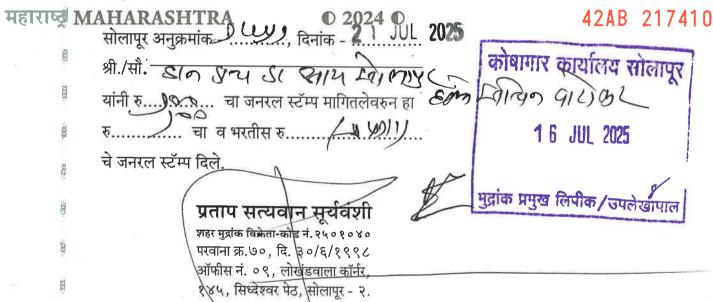
I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

1. Laying of Power cable will not have any deleterious effects on any of bridge components and road way safety for traffic.

2. For 6 Lanning, "We do undertake that we relocate service road/approach road/utilities at our own cost notwithstanding the permission granted with in such time as well as stipulated by NHAI", for future 6 Lanning or any other development.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





Enclosure to Ministry of Road Transport & Highways Letter No. 33044/29/2015/S&R Dated 22/1/2016.

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

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Executive Engineer
M. S. E. D. Vo. Ltd.,
Rural Divisipage Napur

Agreement to lay Proposal for laying of 33 KV UG Cable crossing on NH 65, at km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and the State of Maharashtra.

This agreement made this

day of (Months) of

(Year) between

Acting in his executive capacity through

(Hereinafter referred to as the "Authority" 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 Distribution company Limited, a company registered under the companies Act, 1956 and having its registered office at Mumbai (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the authority is responsible, inter-alia, for development and maintenance of lands in 33 kV UG cable for Road Crossing on NH 65, at km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and the State of Maharashtra. Whereas the licensee proposes to lay electrical Cable.

And whereas the authority has agreed to grant such permission for way leave on the NG Ro was 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. Division of the authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/ damage is caused to any existing user by the subsequent user, the authority shall not be held accountable or liable in any manner.
- 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.

ural Division, Solapur Page No. | 2

- 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 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 NH65, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe lice of the embankments and clear of the drain.
- 8. The licenses 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.
- 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 les than on lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the to of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measured 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 n cuts and toe of slope to toe of slope in the fills and shall be designed in

M. S. E. D. Co. Ltd., Rural Division, Solapyre No. | 3 accordance with the provision of IRC and executed following the Specifications of the Ministry.

- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/ conduit pipe contains the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing thee 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 30cm. but not more that 60cms 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 30cm. 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 HDD (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 pending 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 1 east 50M away from the edge of the right of way;
- 18. All required restoration works subsequent to laying of the cable shall be required to be undertaken by the licensee at its cost either by itself or through its authorized representative in consolation 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 on year initially (extendable if

M. S. E. D. Co. Ltd., Page No. | 4

required till satisfactory completion of work) shall have to be finished 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 meting good of the excavated trench/other restoration work, the authority shall have a right to made 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) form the date of issue of the notice by the concerned authority to shift/relocate the utility services. In as 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 co-ordination 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 co-ordination with authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 24. If the licensee fails to comply with any condition to the satisfaction of the authority, the same shall be executed by the authority at the cost and risk of the licensee.
- 25. Grant of 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

M. S. E. D. Co. Ltd., Pa

Page No. | 5

restoration representative in consolation 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 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance / repair works shall have to be furnished by the licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the wok 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 face 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
- 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 co-ordination with the authority.
- 32. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway and / property, other than what is herein expressly granted. No use of NH65 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 there of shall not become absolute and indefeasible by lapse of time.
- 34. The licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings laying of cables in the trench (with respect to

M. S. E. D. Co. Ltd., Bural Division, SolapuPage No.| 6 the NH) and after complete restorations 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 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 AC accordance with the approved specifications and drawings and the trenches have been filed 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 economies 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 manufactures.
- 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.
- While laying utility services, at least one lane of road shall keep open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
- After the termination/expiry of the agreement, the licensee shall remove the utility services with 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 up of utility services the licensee shall furnish a Bank Guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.

M. S. E. D. Co. Ltd., Page I

- 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 bin dining on all.
- 43 For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the licensee in mutual agreement with the respective project concessionaires. MoRTH/ NHAI/ implementation 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 WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY ANDD THE YEAR FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY BY Shri

(Signature, name & Address with stamp)

SIGNED ON BEHALF OF Maharashtra State Electricity Distribution Company Ltd.

BY

(Signature, name & Address with stamp)

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

IN THE PRESENCE OF (WITNESSES)

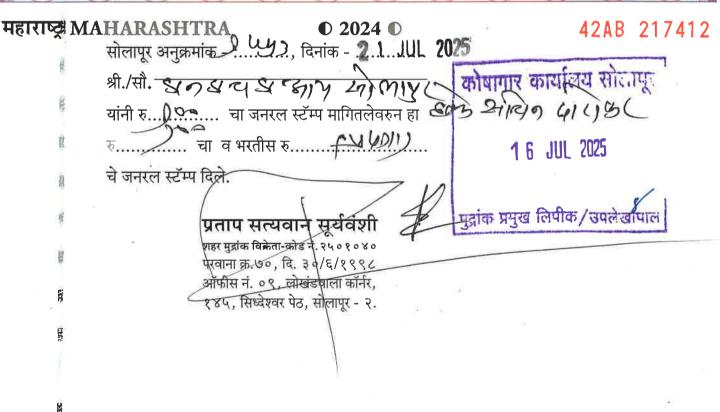
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.Rural-II Sub.Dn.Solapur.

2.





UNDERTAKING CERTIFICATE

Subject: - Submission of proposal for Laying of 33 kV UG cable for Road Crossing on NH 65, Km 267/530 at Solapur -Tandulwadi Road, in Tandulwadi Village, in District Solapur and in the State of Maharashtra.

M. S. E. D. To Ltd.,

We hereby undertake, that if any necessary alteration Including complete removal shifting of the overhead lines /underground Cables and Tower poles crossing on the NH-65, Dist.- Solapur if so, required by Ministry for the development of National Highway of India. Interest of Safety in This Section at our own Cost.

- 1. We hereby also undertake to pay the necessary rent for laying of overhead cable cross the National Highway whenever the national authorities ask rents in future.
- 2. We hereby undertake that is respect to part-1 and 2 are shall not violate any condition and that we would not enter into any litigation in any manner.
- 3. We also further undertake to ensure conformity as per the norms of National Highway.
- 4. We have understood the complete picture of four lane project of national highway No.65.
- 5. We understood that no laying of overhead line/underground cables or construction of tower poles shall be done till the permission is granted by the MoRTH New Delhi,
- 6. We declare that we will not display any advertisement / hoarding along the national highway no.65 without prior approval of the National Highway Authority.
- 7. We hereby undertake to bear the entire cost of construction & maintenance of laying of overhead lines/underground cables & tower poles and its signs as necessary and other traffic control devices at our own cost.
- 8. We hereby undertake to lay overhead cables including tower poles, as per the norms specified by govt. of India ministry of road transport and highway, New Delhi from time to time.
- 9. If in future, by-Maharashtra State Electricity distribution company Ltd, 33 kV UG cable by any reason, any accident or death caused, then only the Maharashtra State Electricity distribution company Ltd will be held responsible for it and the claims will be settled by Maharashtra State Electricity distribution company Ltd only. The State P.W.D./national highway authority of India department will not be involved in any case so fund/claims in any. The periodical maintenance of road crossing will be the responsibility of Maharashtra State Electricity distribution company Ltd.

10. All legal matters in future regarding this work should be cleared by Maharashtra State Electricity distribution company Ltd on its own expenses and responsibility P.W.D.

M. S. E. D. Co. Ltd.,

national highway authority of India department will not be responsible in any way for any legal matter.

- 11. The rules and regulation altered or updated time to time by state P.W.D. and national highway authority of India department will be obligatory for this work, we will follow all the rules and regulation here in future. It is understood that the department reserves the right to alter or update any regulation time to time without informing the Maharashtra State Electricity distribution company Ltd.
- 12. We hereby undertake all responsibilities during the laying overhead cables any damage to the road or to any other structure of the road will be made good by us at our own cost,
- 13. We hereby undertake the responsibility that the overhead cable will be shifted in case it is requested at a later stage at our own cost.

For, MSEDCL Solapur Rural Division

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

Page No. | 3

METHOD STATEMENT OF LAYING OF 33KV HT UG CABLE

1. SCOPE:

The scope covers the design, laying & testing of 33kV U/G cable.

REFERENCE STANDARAD:

The U/G cable laying shall comply in all respects with the latest versions of IS/IEC given below with latest amendment if any.

Sr. No.	Standards	Description
1.	IS-1255	Code.of practice for installation and maintenance of power cables up to & including 33kV rating.
2.	IS-7098	Cross linked Polyethylene insulated PVC Sheathed cable.

Trenchless Crossing: HDD METHOD

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drill rig that launches and places a drill string at a shallow angle to the surface and has tracking and steering capabilities.

The dimension of the trench will be 200 mm for single cable in width through of 200 mm HDPE pipe. After laying of HDPE pipe 3Cx300sq.mm. cable have laying as per the attached drawing.

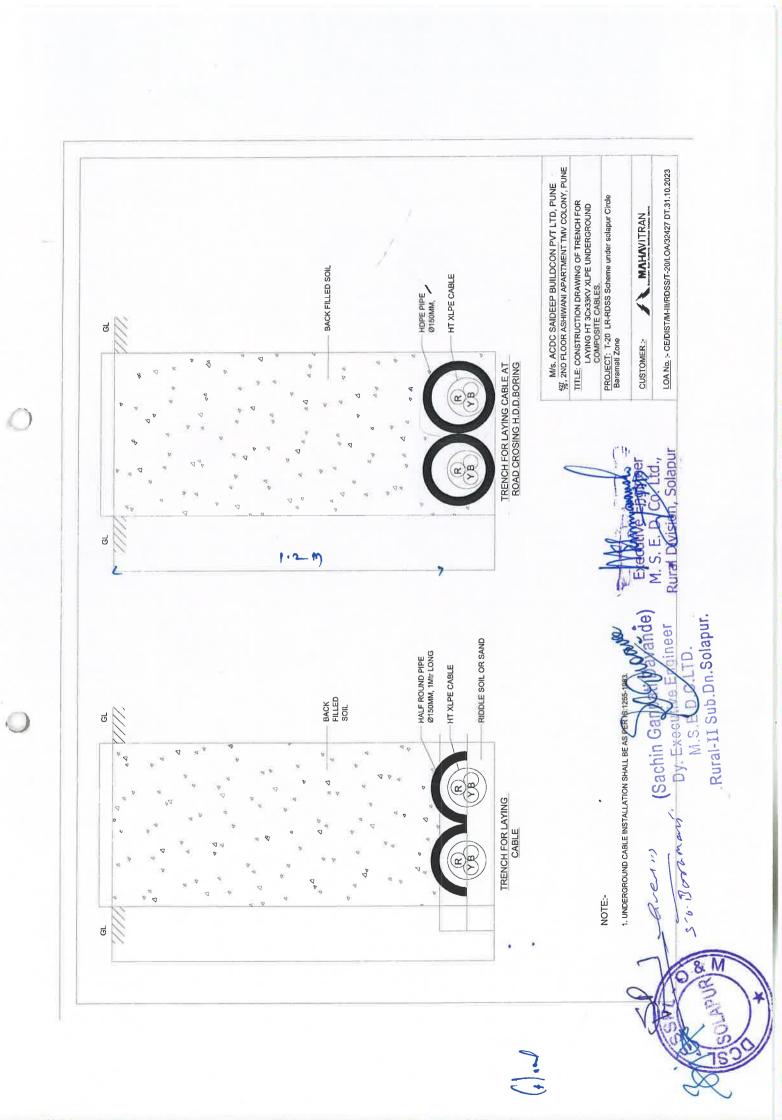
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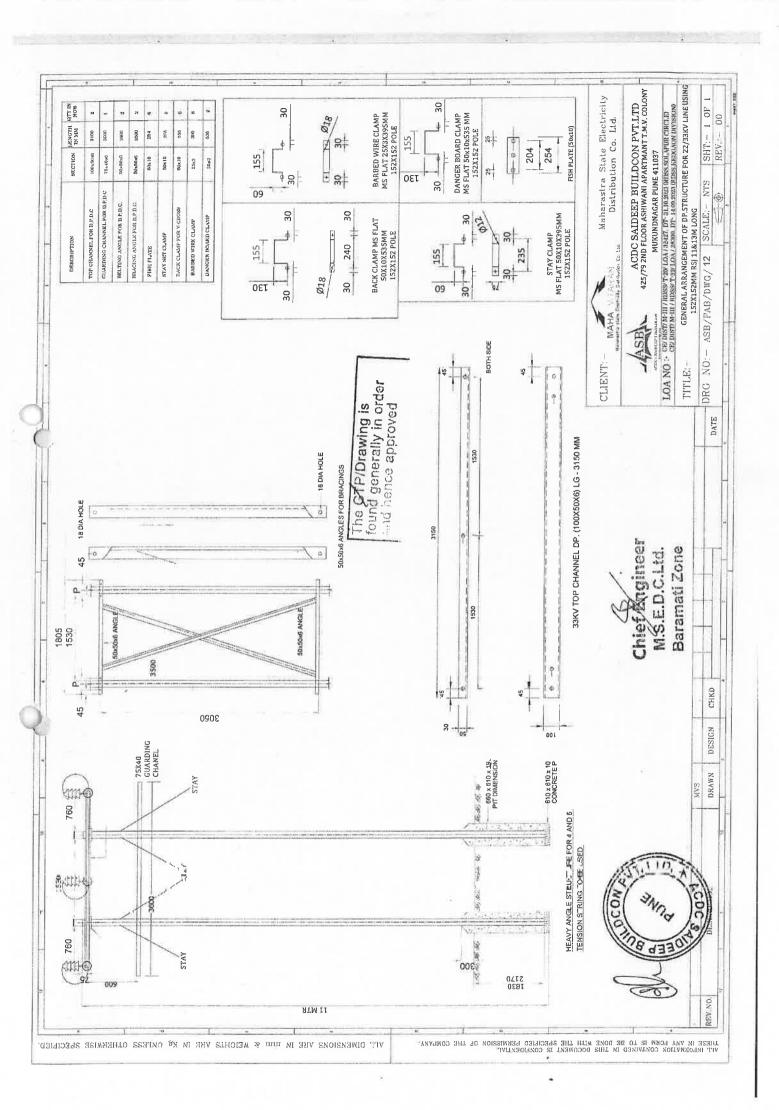
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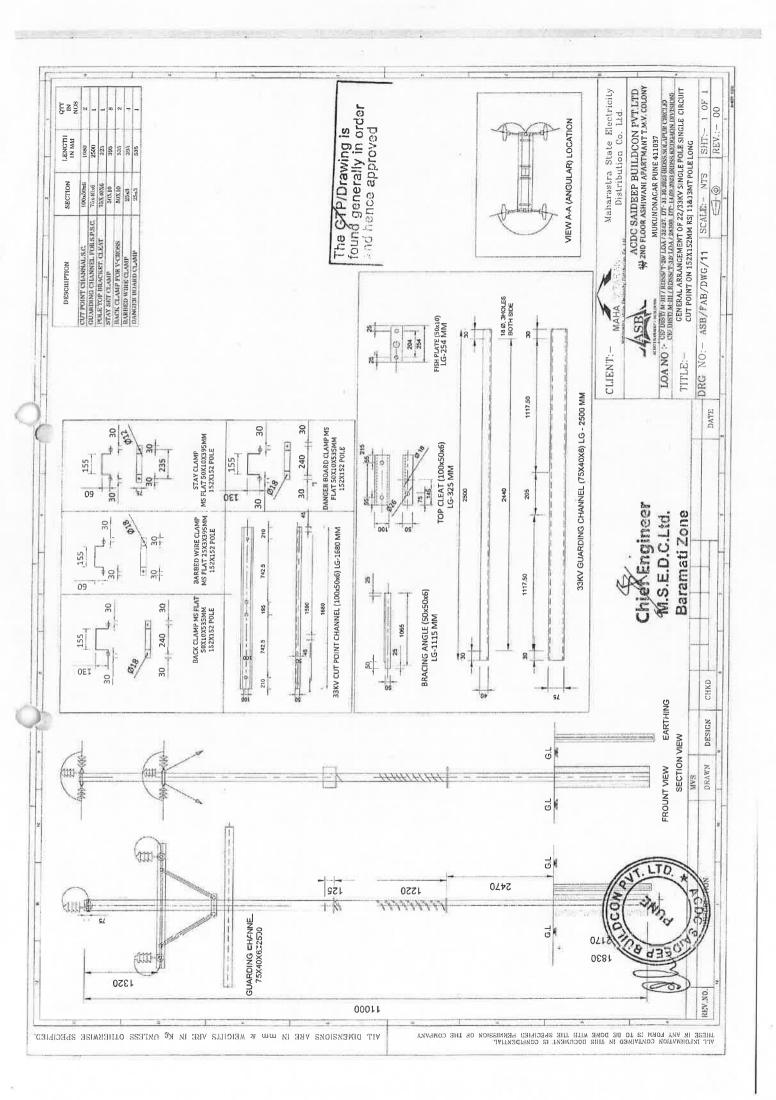
Port Fill Sub.Dn. Solapur.

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

(,) ...







NEAR TANDULWADI VILLAGE DP STRUCTURE 13 MTR LONG STAY CH NO-267/530 (SIZE - 3150X600X600MM) RoW Row 1mtr NH.65 Utility Corridor -LHS SOLAPUR ROAD CENTRE ROAD 60MTR HAIDRABAD ROAD RHS ---**Utility Corridor** Row 1mtr 2 Run X 33KV 3Cx300 SQMM XLPE CABLE CROSSING THROUGH HORIZONTAL BORING DP STRUCTURE
13 MTR LONG 100X50 DOUBLE CHANNEL CROSSING ARM STAY CLAMP STAY CLAMP 75X40 GURDING CHANNEL CROSSING ARM (RS) POLE SIZE-152X152X13MTR) LEGEND:-50X50X6MM ANGLE -DP STRUCTURE-30MTR DAGER BORD & BARBED WAIRE -33KV UG CABLE-1.5MTR -CENTER ROAD LINE 00 -CROSINGBORING-2 NO 33KV ISOLATOR WITHOUT E.B. HANDLE (Sachin Garanda)

Dy. Executive Engineer

M.S.E.D.C.LTD.

Rural-II Sub.Dn.Solapur. DEVELOPER:- THE EXECUTIVE ENGINEE MSEDCL, SOLAPUR DIVISION. CUSTOMER :-MAHAVITRAN Rural Division, Solapur 33KV SINGLE CIRCUIT PROJECT :- CABLE CROSSING ARRANGEMENT AT NH-65 **ROAD CROSSING**



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन एवं 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 Solanur (Maharashtra)

Project Implementation Unit. Solapur (Maharashtra) कार्यालय: पुणे-सोलापूर राजमार्ग के निकट, मौजे बाले, जिला सोलापूर-४१३२५५, महाराष्ट्र Office: Adjacent to Pune-Solapur Highway, Mauje Bale, Dist. Solapur-413255 Maharashtra Ph.No. 0217-2303379 * ई-मेल/Email: solapur@nhai.org * वेब /Web: https://nhai.gov.in



स.एनएचएआय/पीआययु/एसएलपी/एनएच—६५/इलेक्द्रीकल क्रॉसिंग/२०२५/1565 दिनांक 🛂 🗸 ०७/२०२५

सार्वजनिक टिप्पणियों का आमंत्रण

- विषय महाराष्ट्र राज्य में एनएच—०९ (नया ६५) के सोलापूर महाराष्ट्र / कर्नाटक सीमा खंड को कि.मी. २४९/००० से कि.मी.३४८/८०० तक चार लेन बनाने का कार्य एनएचडीपी चरण III के अंतर्गत डीबीएफओटी आधार पर बीओटी (टोल) के रुप में बनाया जाने के लिए महाराष्ट्र राज्य में सोलापूर जिले के दक्षिण सोलापूर तालुका, तांदुळवाडी गांव के पास, सोलापूर तांदुळवाडी रोड के कि.मी. २६७/५३० पर एनएच—६५ के कॉसिंग पर ३३ केव्ही यूजी केबल बिछाने के कार्य के अनुमित का प्रस्ताव प्रस्तुत के लिए!
 - १. कार्यकारी अभियंता (ओ ॲण्ड एम डिव्हीजन), एमएसईडीसीएल, सोलापूर ग्रामीण डिव्हीजन, उर्जा नगर, मुरारजी पेठ, सोलापूर ने महाराष्ट्र राज्य में सोलापूर जिले के दक्षिण सोलापूर तालुका, तांदुळवाडी गांव के पास, सोलापूर — तांदुळवाडी रोड के कि.मी.२६७/५३० पर एनएच—६५ के क्रॉसिंग पर ३३ केव्ही युजी केबल बिछाने के कार्य के अनुमति का प्रस्ताव प्रस्तुत के लिए प्रस्तुत की है।
 - २. मंत्रालय द्वारा जारी दिशा—िनर्देशों के अनुसार, दिनांक २२.११.२०१६ के का.ज्ञा. संख्या आर. डब्लू/एनएच—३३०४४/२९/२०१५/एस. एंड. आर (आर) के अनुसार, दावे और आपित्तयां (सार्वजिनक असुविधा, सुरक्षा और सामान्य सार्वजिनक हित के आधार पर) मांगने के लिए आवेदन ३० दिनों के लिए सार्वजिनक डोमेन में रखा जाएगा।
 - ३. उपर्युक्त के मद्दे नजर, उपरोक्त आवेदन पर जनता की टिप्पणियां नीचे उल्लेखित पते पर आमंत्रित की जाती हैं, जो प्रकाशन की तारीख से ३० दिनों के भीतर इस कार्यालय तक पहुंच जानी चाहिए, इसके बाद कोई टिप्पणी स्वीकार नहीं की जाएगी।

परियोजना निदेशक

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण परियोजना कार्यान्वयन इकाई, सोलापुर पुणे—सोलापुर राजमार्ग के निकट, मौजे बाले, जिला सोलापुर. —४१३२५५, महाराष्ट्र.

धन्यवाद,

भववीय

(राकेश जवादे)

महाप्रबंधक (तकनीकी) तथा परियोजना निदेशक भा.रा.रा.प्रा. इकाई, सोलापुर

प्रतिलिपी —

- १. मा. मुख्य महाप्रबंधक (तकनीकी) क्षेत्रीय कार्यालय, भा.रा.रा.प्रा. मुंबई कृपया जानकारी के लिए।
- २. मास्टर फाईल।

F-\General Folder\22.07.2025 - Hindl-English Web Admin Host-Submission Of Proposal For Laying Of 33 KV UG Cable Crossing Of NH-65 At Km. 267+530 Solapur – Tandulwadi Road, Near Tandulwadi Village, Tal. South Solapur



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन एवं 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: पुणे-सोलापूर राजमार्ग के निकट, मौजे बाले, जिला सोलापूर-४१३२५५, महाराष्ट्र Office: Adjacent to Pune-Solapur Highway, Mauje Bale, Dist. Solapur-413255 Maharashtra Ph.No. 0217-2303379 * ई-मेल/Email: solapur@nhai.org * बेब /Web: https://nhai.gov.in



No.: NHAI/PIU/SLP/NH-9/Electrical Crossing/15022/2024-25/15/8 Date:22.07.2025

To,

Executive Engineer (O & M Division), MSEDCL, Solapur Rural Division, Urja Nagar, Murarji Peth, Solapur - 413001. Email id: - eesolapur@gmail.com

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 proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur in the State of Maharashtra - Reg.

Ref.:

- i. IE, M/s DCSL-SSSPL letter no.Dhruv/IE/NH-65/Sol-MH-KN Border/2025-26/1683 dated 21.07.2025.
- ii. T/o. letter no.1452 dated 18.07.2025.
- iii. Your office letter no.EE/SUR-R/T/No.4431 dated 16.07.2025.
- iv. MoRT&H guidelines Circular No.NH-36094/01/2022-S&R (P &B) dated 17.04.2023.
- v. MoRT&H guidelines / Circular No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016.

Sir,

With reference to above cited subject, the proposal submitted by your office to this office regarding submission of proposal for laying of 33 KV UG cable crossing of NH-65 at Km.267+530 Solapur - Tandulwadi road, near Tandulwadi village, Tal. South Solapur, Dist. Solapur in the State of Maharashtra vide letter ref. at (iii) above. The said proposal was forwarded to IE M/s. Dhruv Consultancy Service Limited associate with Samarth Softech Solution Pvt Ltd of NH-52 for verification at site and submit their comments vide ref. at (ii) above.

2. The proposal submitted by your good office is scrutinized in this office as per the MORT&H guidelines dated 22.11.2016 and it is found that, performance bank guarantee is calculated amounting to Rs.1,12,000/- and License Fees for 5 years amounting to Rs.56,371/-. As per the MORT&H guidelines dated 22.11.2016 & 17.04.2023 the initial permission would be valid for a Max 5 years at a time at a

(1)

- time which can be thereafter for renewal. The details of calculation sheet are enclosed herewith as an **Annexure-I**.
- 3. In view of this, it is requested to submit license fee for 5 Years of Rs.56,371/- in shape of demand draft in Favor of "National Highways Authority of India' to NHAI and requisite Performance Bank Guarantee Rs.1,12,000/- in Favor of "Chairman, National Highways Authority of India, New Delhi." In this regard, it is requested to submit the Bank Guarantee in SFMS system only. "The guarantor / bank hereby confirm that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI after obtaining details thereof from NHAI."
- 4. The details of the Bank are also mentioned below.

Sr. No.	Details	Information
1.	Beneficiary name	National Highways Authority of India
2.	Name of Bank	Kotak Mahindra Bank
3.	Branch	Hotgi Road, Solapur
4.	Account No	1000101016.
5.	IFSC Code	KKBK0002060.

5. This is submitted for your information and necessary action. धन्यवाद!

भवदिय्

(राकेश जवादे) महाप्रबंधक (त) तथा परियोजना निदेशक भा.रा.रा.प्रा., इकाई. सोलापूर

सलंग्नः उपरोक्त

प्रतिलिपी: :-

i. CGM (Tech.) & RO, Mumbai for information please.

ii. M/s DCSL-SSSPL for information.

iii. Master file.

₹1,12,000	uarantee	Total Bank Guarantee							
₹ 1,12,000	0	120*100+1*100000	12		a)	Bank Guarantee	Bank		7
		ion	Performance Bank Guarantee Calculation	Guarante	nce Bank	erforma			
₹ 56,371	r 5 Years	Total Licence Fees for 5 Years	Total Li						
12625	ar) (in Rs)	6% Annual Increment (5th Year) (in Rs)	Annual Inc	%9	0.000	1000000			
11910	ar) (in Rs)	6% Annual Increment (4th Year) (in Rs)	Annual Inc	%9					
11236	ar) (in Rs)	6% Annual Increment (3rd Year) (in Rs)	Annual Inc	%9					
10600	ar) (in Rs)	6% Annual Increment (2nd Year) (in Rs)	Annual Incr	%9					
₹ 10,000		Licence Fees (Min Ks.10,000) as per Cl.5.2 of MoRT&H circular dated 17.04.2023	circular da	MoRT&H	r Cl.5.2 of	UUU) as pe	Min Ks.10,	ricence rees (
₹ 2,052	18	1140		120	Total (B)	1000			
2052	18	1140	0.15	120	267+530	Crossing 267+530	Crossing	1 Tandulwadi	
			Crossing)	Crossings - 01 (Overhead Crossing)	ings - 01 (Cross			
Licence fee (Rs.)	Area	Prevailing Circle Rate (Rs.)	Diameter (m.)	Length (m)	To Km.	From Km.	Side	Name of Village	Sr. No.
		ırantee	lation of Licence Fees and Bank Guarantee	Fees and	of Licence	culation	Calcu		
Road near	ndulwadi	G Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur	Cable crossing NH-65 at Km. 267+5. Tandulwadi village in Dist. Solapur	NH-65 at lage in Di	e crossing ılwadi vil	UG Cable Tandu	g of 33KV	Permission for laying of 33KV U	Permis
Annexure-I							N S 10 S A		

		A CONTRACTOR OF THE PARTY OF TH							Allilexure-I
Permi	Permission for laying of 33KV	g of 33KV 1	UG Cable Tandu	crossing	NH-65 at age in Die	Cable crossing NH-65 at Km. 267+53 Tandulwadi village in Dist. Solapur	IG Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur	ndulwadi	Road near
		Calc	ulation o	of Licence	Fees and	Calculation of Licence Fees and Bank Guarantee	rantee		
Sr. No.	Name of Village	Side	From Km.	To Km.	Length (m)	Diameter (m.)	Prevailing Circle Rate (Rs.)	Area	Licence fee (Rs.)
			Cross	Crossings - 01 (Overhead Crossing)	Overhead	Crossing)			
` .	1 Tandulwadi	Crossing	267+530	267+530	120	0.15	1140	18	2052
				Total (B)	120		1140	18	₹ 2,052
	Licence Fees (Min Rs.10,0	Min Rs.10,	000) as pe	r Cl.5.2 of	MoRT&H	circular da	00) as per Cl.5.2 of MoRT&H circular dated 17.04.2023		₹ 10,000
					%9	Annual Incr	6% Annual Increment (2nd Year) (in Rs)	ar) (in Rs)	10600
					%9	Annual Inc	6% Annual Increment (3rd Year) (in Rs)	ar) (in Rs)	11236
					%9	Annual Inc	6% Annual Increment (4th Year) (in Rs)	ar) (in Rs)	11910
					%9	Annual Inc	6% Annual Increment (5th Year) (in Rs)	ar) (in Rs)	12625
				100		Total Li	Total Licence Fees for 5 Years	r 5 Years	₹ 56,371
	THE STATE OF THE STATE OF		erforma	nce Bank	Guarante	Performance Bank Guarantee Calculation	ion		
	2	Bank	Bank Guarantee	4		12	120*100+1:100000	0	₹412,000
		のなると					Total Bank Guarantee	uarantee	₹ 1,12,000



Dhruy Consultancy Services Limited

Associate with

amarth Softech Solutions Pvt. Ltd.

501, Plot No. 67, Pujit Plaza, Opp. K - Star Hotel, Sector-11, C.B.D. Belapur, Navi Mumbai – 400 614 Telefax No. +91 22 27570710, Mobile: - +91 9619497305 Website: www.dhruvconsultancy.in Email ID: info@dhruvconsultancy.in, services@dhruvconsultancy.in, CIN No. L74999MH2003PLC141887

No. Dhruv/IE/NH-65/Sol-Mh-KN Border/2025-26/1683

Date:-21.07.2025

To,

Project Director

National Highways Authority of India Project Implementation Unit, Solapur.

Sub:- Independent Engineer (IE) services during O&M phase of Four laning of Solapur-Mah-Knt Border from Km 249.000 to 348.800 section of NH-9 (Design Length= 100.060) -Permission for laying of 33KV UG Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur -Reg.

Ref: - 1. NHAI letter no. 1452 dated 18.07.2025.

2. M/s. MSEDCL, Solapur Rural Division Tuljapur, Letter No. 4431 dated 16.07.2025.

Sir,

With reference to the subject cited above, this office is in receipt of letter under reference regarding, Permission for laying of 33KV UG Cable crossing NH-65 at Km. 267+530 Solapur Tandulwadi Road near Tandulwadi village in Dist. Solapur on NH-65. In this regard this office verified the same at site and detailed comments are under,

1. The proposal is submitted for the crossing of 33 Ky line across the project highway at 02 nos.

of locations and location wise details is as below.

Sr. No.	Location	Chainage	Туре
1	Near Tandulwadi Junction	267+530	Crossing
2	Near Tandulwadi Junction	267+530	Crossing

- i. Utility service shall not be laid over existing culverts and bridges except through the utility ducts where such provision exists.
- ii. Existing drainage structures shall not be allowed to carry the lines across.
- iii. Applicant need to cross the project highway by HDD method throughout ROW i.e. 60m.
- iv. In the submitted proposal, there is 02 nos. of crossing at Ch.267+530 shall be carried out as per submitted drawings only.
- v. Furthermore, Applicant needs to inform IE and Concessionaire before execution of the work.
- 2. The submitted proposal for crossing of the 33 KV line for locations mentioned above, satisfies all the MORT&H guidelines and this office recommends to process the proposal for further approval.

This is for your information and necessary action.

Thanking you

(Team Leader)

(Ramesh Sreerangam)

M/s. Dhruv Consultancy Services Ltd. Associate

With Samarth Softech Solutions Pvt. Ltd.

Encl.- Signed copy of proposal.

Copy to :- 1. Mr. Sanjay Mishra, IRP, For information.



Govt.of Maharashtra Undertaking CIN:U40109MH2005SGC53645



MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD

OFFICE OF THE EXECUTIVE ENGINEER, SOLAPUR RURAL URJA NAGAR, MURARJI PETH, SOLAPUR-413001.

email: eesolapurr@gmail.com /website-www.mahadiscom.in

Ref No.EE/SUR-R/T/ NO - 4 4 3 1

Date: 9 g JUL 202

To,

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

Sub: Submission of proposal for laying of 33 KV UG Cable crossing NH 65 at km 267/530 Solapur -Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.

Ref: 1) LOA No. CE/Dist/M-III/RDSS/T-20/LOA/No 32427 dtd:31.10.2023.

Respected sir,

In connection to above subject, we are going to provide 33 KV underground cable Crossing on National Highway 65 by using pushing HDD method to give supply to our Feeders. New underground cable work under the supervision of MSEDCL authority for RDSS Loss Reduction tender work.

Detailed sketched of the proposed work with MSEDCL sanction copy is also attached with this. Hence it is kindly requested to accord your approval to carry out the work.

Thanking you,

(Manishkumar Surveyanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division

Enclosures:

- 1. Agreements.
- 2. Undertaking
- 3. Check List
- 4. License Copy
- 5. Crossing drawing
- 6. Undertaking Letter

CHECK-LIST

Check list for getting approval for Laying Electrical Cable Crossing National Highway

Relevant Circulars

1) Ministry circular No. RW/NHAI/33044/29/2015- S & R dated 22.11.2016

Sr no	Item	Information/ status
1	General Information	Sub: Submission laying of 33 KV UG Cable crossing NH 65 at km 267/530 Solapur - Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.
1.1	Name and Address of the Applicant	Executive Engineer (O&M) MSEDCL, Solapur Rural Division
1.2	National Highway Number	NH65
1.3	State	Maharashtra
1.4	Location	33 KV UG Cable Road Crossing NH65 From at km 267/530 Solapur -Tandulwadi Road, Near Tandulwadi Village, in District Solapur and the State of Maharashtra.
1.5	Chainage in Km	Same as above
1.6	Length in Meters	Total Length is 60 Mx2 Run = 120 M
1.7	Width of RoW	60 M
	a) Left side from Centre Center line towards increasing chainage/ Km direction	Demarcation done during Visit 🥕
	b) Right side from Center line towards increasing chainage / Km direction	Demarcation done during Visit 🗸
1.8	Proposal to layover Head 33Kv line.	NA
	a) Left side from Centre Center line towards increasing chainage/ Km direction	NA
	b) Right side from Center line towards increasing chainage/ Km direction	NA
1.9	Proposal to acquire land	NA
	a) Left side from Centre line	NA
	b) Right side from Center line	NA
1.10	whether proposal is in the same side where land is not to be acquired	NA
	If not then where to lay cable	Within NHAI RoW
1.11	Details of already laid Services, if any, along the proposed route	NA
1.12.	Number of lanes (2/4/6/8 lanes)	4 lanes with Paved Shoulder

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	audatin a	
	existing	
1.13	Proposed Number of lanes (2lane	NA
4 4 4	with paved shoulder/4/6/8 lanes)	N A
1.14	Service road existing or not	NA
	If yes then which side	
	a) Left side from Centre line	Yes
	b) Right side from Center line	NA
1.15	Proposed service road	NA
	a) Left side from Centre line	NA
	b) Right side from Center line	NA
	Whether proposal is to lay Overhead	
1 1 (Electric line after the service road or	NA
1.16	between the service road and main	INA
	carriageway	
	The permission for laying U	
1.17	electrical cable shall be considered	
	for approval/rejection	
	(i)Where the ROW is more than 45	
	m then the duct cable shall be laid	
	at the edge of right of way within	NA
	the utility corridor of 2m width, duly	l i i i i i i i i i i i i i i i i i i i
	keeping in view the future widening	
	(ii)Where the land is yet to be	
	acquired for 4 laning & position of	
	new carriageway has been decided	
	then the cable shall be laid at the	
		NA
	edge of right of way within the	IVA
	utility corridor of 2m width, on that	
	side of existing carriage way where	
	extra land is not proposed to be	
	acquired for 4 lanning.	
	(iii) Where the widening plan for 4-	
	lanning is not yet decided &	
	available RoW is around 30m or less,	
	a judicious decision would need to	
	be taken for permitting the laying of	NA
	cable/duct. This could be within	
	1.5m to 2m of utility corridor at the	
	edge of existing RoW, duly keeping	
	in view the future widening	
	(iv) Where the RoW is restricted and	
	adequate only to accommodate the	
	carriageway, central verge, shoulder	NA
	and drains (e.g highways in cutting	INA
	through hilly/rolling terrain) the	,
1	cable shall be laid clear of the drain.	
2	3 12 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	h // /

Executive Engineer
M. S. F. D. Co. Ltd.,
Rural Livision, Solapur

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	(v) Where land strip for utility corridor cannot be conveniently earmarked (available RoW restricted	NA
	to the toe of the embankment) for lying of cable/ducts, the permission may be refused.	
1.18	No. of applicants on the same stretch	1 /
1.19	Whether the case of multiple licenses	No
1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA
1.21	If crossing of the road involved If yes it shall only be through trench-less technology	Yes ~
	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
	e) Ends of the casing /conduit pipe shall be sealed from the outside, so that it does not act as a drainage path	Yes
5	f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope in the fills.	Yes /
	g) 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) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes /
SC	Solid Cott (ype)	Executive Engineer M. S. E. D. Co. Ltd., Rural Division, Solapur

	i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	Yes
2	Document / Drawing enclosed with the proposal	Yes, Enclosed. 🖊
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 not be greater than 1.2m in width in Multiple ducts	NA -
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes, Enclosed. —
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 works etc.	Yes, Enclosed.
2.4	Methodology for laying of UG Electrical Line/ cable	Yes, 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)	NA —
	a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	NA —
	b) For filling of the trench, bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value unsuitable soil and rock edged should be excavated and replaced by selected material.	NA -
	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	NA -

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Rural Division, Solapur

	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.	NA /
	Overfill shall be compacted to the	
	same density as the Material that	
	had been removed. Consolidation	
	by saturation or ponding will not be	
	permitted	
	e) The road crust shall be built to	
	the same strength as the existing	
	crust on either side of the trench.	NA /
	Care shall be taken to avoid the	
	formation of a dip at the trench.	
	f) The excavation shall be protected	
	by flagman, Agreed signs and	NA -
	barricades, red lights during night	
	hours.	
	g) If required, a diversion shall be	NA ~
	constructed at the expense of	IVA -
	agency owning the utility line.	
2.4.2	Horizontal Direction Drilling (HDD)	Yes /
	Method	
2.4.3	Laying of OFC Cable through CD	NA -
	works and method of laying	
	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	NA
	subject to all other stipulations	
	contained in this ministry's	
	guidelines issued with letter No. NH-	
	HI/P/66/76. Dated :19-11-1976	
3	Draft license Agreement signed by	Yes /
	Two witnesses	1.03
	Performance Bank Guarantee in	
	favor 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	DC shall be submitted as seen as permission
4	year initially (extendable if required	BG shall be submitted as soon as permission
	till satisfactory completion of work)	obtained/informed by NHAI
	as a security for ensuring /making	
	good the excavated trench for laying	
	the cables/ducts by proper filling	Λ
CSSP	and compaction, clearing	
-	and sompassion, diedring	140

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

	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.	
4.1	Performance BG as per above is to be obtained	BG shall be submitted as soon as permissio obtained from 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	Yes, Enclosed.
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, Enclosed.—
5.2	Renewal of Bank Guarantee	Yes, Enclosed
5.3	Conforming all standard condition of NHAI's guideline	Yes, Enclosed. —
5.4	Shifting of V Electric line as and when required by NHAI at their own cost of agency owing the line	Yes, Enclosed. 🛩
5.5	Shifting due to 6 lanning / widening of NH	Yes enclosed —
5.6	Indemnity against all damages and claims clause (Xxiv)	Yes enclosed /
5.7	Traffic movement during laying of LX 33kv Electric line to be managed by the applicant	Yes 🗝
5.8	IF any claim is raised by the Concessionaires, then he same has to be paid by the applicant	Yes -
5.9	Prior approval of NHAI shall be obtained before undertaking any work of installation shifting or repairs or alteration to the showing of UC 33 Kv Electric line located in the National Highway right-of-way	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 owing the line	Yes -
55P	1	111.0

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Rural Division, Solapur

5.11	If NHAI considers it necessary in future to move the Electric line for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of the agency owning the OFC within reasonable time (not exceeding 60 days of the intimation given)	Yes -
5.12	Certificate from the applicant in the following format 1) Laying the 16, 35. Kv 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-laning or any other development	Yes <
6	Who will Sign the agreement on	Executive, Engineer MSEDCL, Solapur R
7	behalf of V Line agency	Division ————————————————————————————————————
7 8	Copy of DOT license Certificate from the project Director	To Be submitted by PD, PIU Solapur
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	to be submitted by PD, PIU Solapur _
8.2	Certificate for 6 Lanning from PD in the following format	NA
SSP	(i) "it is certified that any other location of the OFC Cable would be extremely difficult and unreasonable costly and the installation of OFC	

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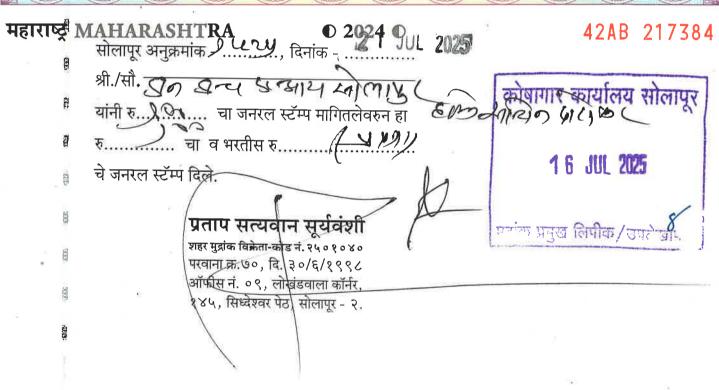
Executive Engineer
M. S. E. D. Co. Ltd.,
Rural Division, Solapur

	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 -Lanning 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 accommodating proposed Six-Lanning If NH section proposed to be taken	
9	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 cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for upgradation NH 65 and therefore, the licensee shall honor the same'	Agreed
10	who will supervise the work of laying of V& Electric line	Executive, Engineer MSEDCL, Solapur R Division
11	who will ensure that the defects in road portion after laying of V6 Electric line are corrected	Executive, Engineer MSEDCL, Solapur R Division
12	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire	Executive, Engineer MSEDCL, Solapur R Division
13	A Certificate from PD that he will enter the proposed permission in the register of records of the permission in the prescribed proforma (copy enclosed)	to be submitted by PD, PIU Solapur
14	If any pervious approval is accorded for laying of cable, then Photocopy of register of records of permission accorded as maintained by PD, then copy be enclosed	NA A
NG 3P	copy be enclosed	111.0

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Executive Engineers
M. S. E. D. Co. Ltd.,
Rural Division Solanur





LICENSE FOR LAYING OF UNDERGROUND
CABLES S/LINES ACROSS NATIONAL HIGHWAY LAND

Agreement to proposal for erection of Laying of 33 kV UG cable for Road Crossing on NH 65, from Km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and

Executive Engineer
M. S. F. D. Co. Leage No. | 1
Rural Division, Solabur

Till.

in the State of Maharashtra.

An agreement made this year 2025 between President of India (herein after called the Government which expression shall be by or repugnant to the context include) of the one part and Executive Engineer O&M, MSEDCL Solapur R Division, herein after called "the licensee "/ the licensee Which expression shall excluded by or repugnant to the context including sized licensees' successor / licensees' successors heirs' executors' administrations and assigns of other part.

- 2) WHEREAS THE. licensee has /licensee have applied to the Government for permission to Laying overhead lines and underground cables along the NH/and Government land with necessary provision for signs and markings on the boundary NH-65 Highway more particularly described in the drawing attached hereto (hereinafter referred to as the said premises)
- 3) AND WHEREAS THE GOVERNMENT have agreed to grant such permission on the terms and conditions hereafter mentioned.
- 4) NOW this Agreement witnessed that in consideration of the terms and condition hereinafter contained and on the part of the licensee /licensee to be observed and performed the government hereby grants to be licensee, licensee permission to laying overhead lines & underground cables across NH65 and with necessary signs, and marking as per approved drawings attached subject to the following terms and conditions, namely:
- i) That the licensee/licensee shall within three months from date of receipts of the permission, but without interfering in any way with the highway traffic, complete the laying of the overhead lines & underground cables across me and shall make provision for sings and markings at his own cost and the to the full satisfaction of the executive engineer/ division engineer in-charge/project director in-charge of the national highway according to the approved drawings and specifications. Until the executive engineer/ divisional engineer/ project director Government / NHAI shall give a completion certificate after satisfying himself that it has been complete as per the sanctioned drawings and specifications, the overhead lines& underground cables shall be commissioned/erected by the company only after completion certificate has been issued by the. Highway authorities,
- ii) That on the completion of the said work, that part of overhead lines & underground cables which lies within the limits of government road land together with any tower pole

M. S. P. Page No. | 2

etc. therein constructed shall become the absolute property of the Government subject to the rights of the licensee /licensees to use the same for their purpose.

- iii) The licensee/licensee shall at his/ their own cost keep the said overhead lines& underground cables therein in proper repair and condition to the satisfaction of the executive engineer /divisional engineer, government/ project director NHAL. The signs and markings to be kept at then respective locations and clean condition for visibility at all time.
- iv) That within six months of a notice duly given to the licensee /licensees in the behalf, the licenses shall at his /their own cost remove the overhead lines& underground cables or any other work done in connection therewith and restore the land to its original condition when required to do so by the government or by any person duly authorized on its behalf, the licensee /licensees shall not be entitled to any compensation on account of such removal and restoration.
- v) That this permission shall not be used for any purpose other than the purpose for which granted to the licensee/ licensees.
- vi) That the licensee/ licensees shall not, without the prior permission in writing, of the Executive Engineer/ Divisional Engineer, (Government/ Project) Director (NHAI) in any way extend or alter the said overhead lines& underground cables or Tower.
- vii) That the licensee/ licenses shall at all times permit any dully authorized officer or servant of the Government / NHAI to inspect the said overhead lines& underground cables and therein. He shall keep the said overhead lines& underground cables clear and shall not be entitled to close any right of way over or in respect of the same against Government, or any member of the public.
- viii) That the licensee/ licensees shall be liable for any loss or damage caused to the Government by overhead lines& underground cables or any other like cause due to the said Work.
- ix) That the permission granted by this license shall not in any way be dented to convey to the licensee/ licensees any right into or over or any interest in Government land other than that herein expressly.
- x) That in case the said overhead lines& underground cables is destroyed, this license shall determine and the licensee/ licensees shall not be entitled to claim any right to erect another overhead lines& underground cable in lieu of that so destroyed.
- xi) That during the subsistence of this license, the said, Overhead lines underground cables shall be deemed to have been constructed only by the consent and permission of the

M. S. E. D. To Ltd., Nurse Division Solanur Government so that the right of the licensee licensees to use the same shall not become absolute and indefeasible by lapse of time.

- That, if the licensee fails/ licensees fail to execute any work which he has/ they have agreed under this agreement to the full satisfaction of the Executive Engineer / Divisional Engineer, /Government / Project Director, NHAI, the work shall be executed by the Executive Engineer/ Divisional Engineer/ Divisional Engineer/ GM/DGM at the cost a licensee/ licensees and the expenditure incurred shall be recoverable from the licensee as an area of land revenue without prejudice to other remedies which any be open to Government in this behalf.
- xiii) That the licensee/ licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.
- xiv) That this Agreement shall remain in force for Twenty-five years from the date of execution in the instance and be terminable by a notice of 6 months and the permission may not be renewed after of the said period.
- xv) That the license hereby granted shall not be transferable.
- xvi) That the licensee/ licensees shall bear the cost of Stamp and attestation of this Agreement.
- 5) Situations given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned company to recover the overhead lines& underground cables s.
- i) Non- maintenance of marking, signs and other traffic control devices in good operating conditions (as specified in Para 4 (iii) during the period of license deed and not rectifying the short comings within the specified period as pointed out by Executive Engineer/ Divisional Engineer/ Divisional Engineer/ PD, NHAI, in charge of the National Highway section.
- ii) Non- compliance for revising the layout Overhead lines& underground cables / Lines as directed by Executive Engineer/ Divisional Engineer in charge / Field Unit (NHAI) of the National Highway Section in writing within specified period.
- Not with standing anything contained in clause 4, this license can be cancelled at any time by the licensor through the Executive Engineer/ Divisional Engineer for breach of any of the terms and conditions of license and the licensee / licensees shall not be entitled to any compensation for loss caused to him/ them under this Agreement. The licensee / licenses shall at his /their own cost remove the Overhead lines& underground

M. S. F. D. Co. Ltd.,

cables lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/ licensees refusing shall be done by the Executive Engineer/ Divisional Engineer, at the cost of licensee / licensees and the expenditure incurred shall be recoverable from the license/ licensees as an arrear without prejudice to any other remedies which may be fixed by Government in this behalf.

7) This agreement may be executed in two counter parts, each or which when executed and delivered shall constitute an original of this Agreement.

IN WITTNESS WHEREOF this agreement is executed in two parts by the parties here to on the first above mentioned.

Signed by (Name in full)

The License/ Licensee

(Manish Kumar Suryayanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

Signed by (Name in full)

For and on behalf of the

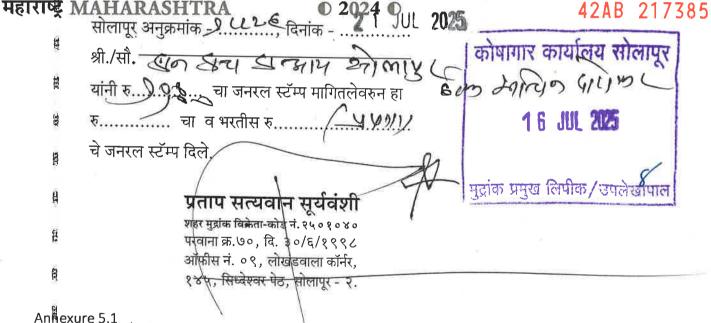
President of India

In the presence of:

Name in full (signature) with Designation

Dy. Executive Engineer, MSEDCL, Solapur R2 Sub div. Assistant Engineer, MSEDCL, Bormani Section.





UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, in In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

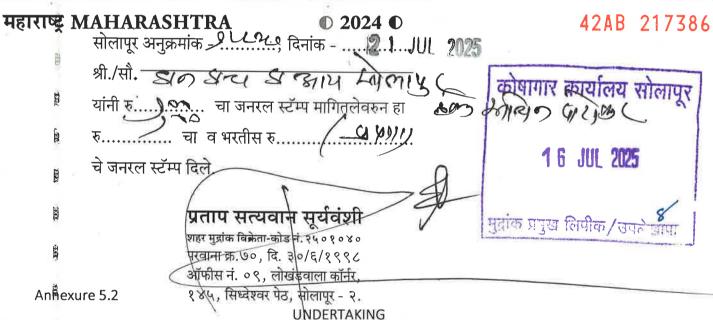
We will not damage other utility while laying power cable in case if it is damaged then the loss will be paid to NHAI or the concerned owning agency as per direction by NHAI

(ManishKumar Suryavanshi)
Executive Engineer(O&M)
MSEDCL, Solapur Rural Division

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I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

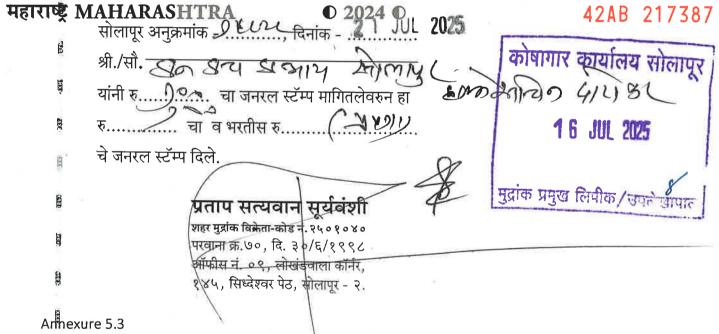
1. MSEDCL Shall submit performance bank guarantee for the proposed as and when the demand note raised by NHAI.

2. MSEDCL Shall Renew the performance bank guarantee as and when required if work is not completed in one year time of the submission of the BG.

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(Manishkumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will be carrying out the power cable laying and ducting work as per the specification of NHAI and executed will confirm all standards condition of NHAI guidelines

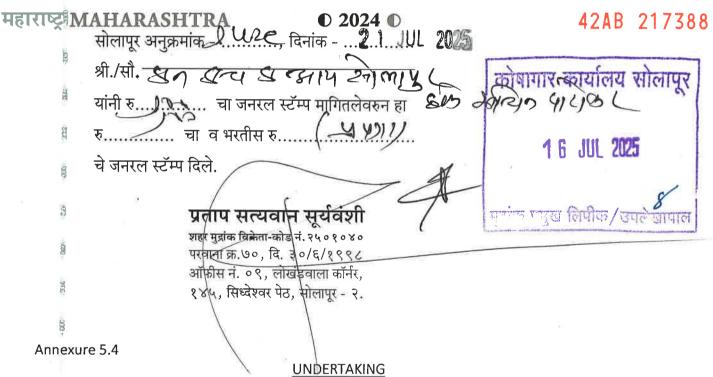
(ManishKumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

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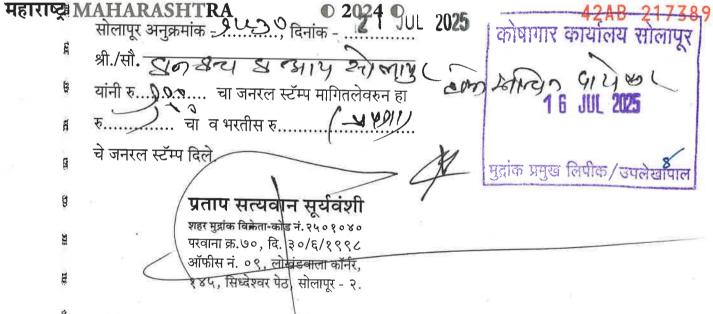


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will shift our power cable at our own cost as an when required by NHAI Authority within such time as stipulated time by NHAI.

> (ManishKumar Suryavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division





Annexure 5.5

UNDERTAKING

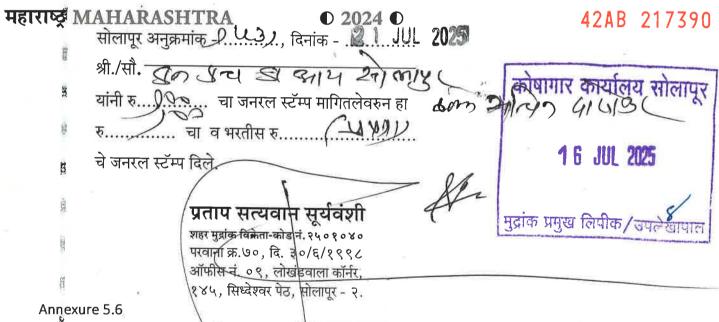
I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

We will relocate power cable lines/utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI for further expansion.

(Mahishkumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

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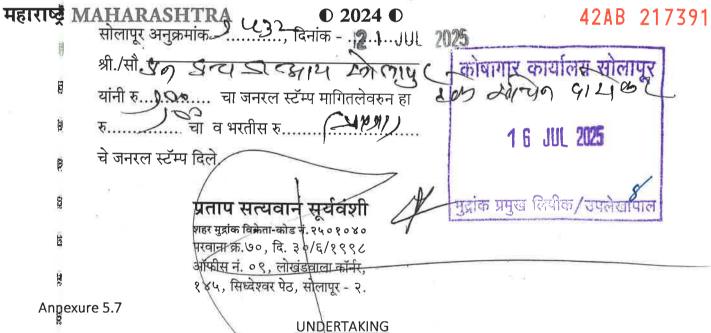
UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

* MSEDCL Shall be solely responsible /liable for full compensation/indemnification of concerned agency/aggrieved owners for any or indirect or consequential damages caused to them/claim or replacements sought for at our cost and risk.

(ManishKumar Suryavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





I, Executive Engineer (0&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

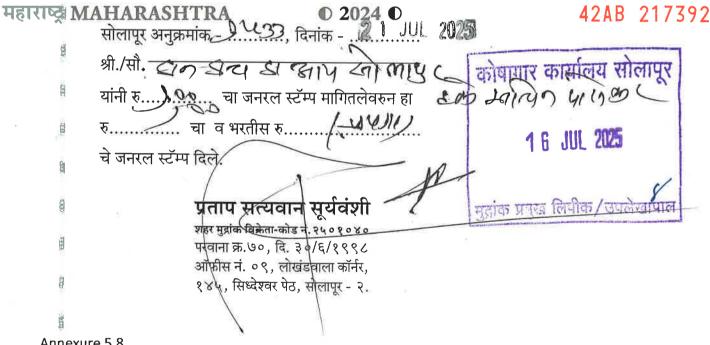
1. The traffic movement during laying of power cable/Erection of Overhead line will be managed by MSEDCL, in co-ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution board during day time and danger light at night will be provided by MSEDCL.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division

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Annexure 5.8

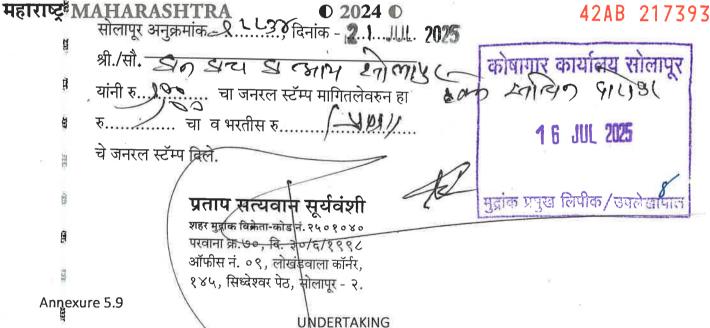
UNDERTAKING

I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

If any claim is raised by concessionaries of the project, then the same will be paid by MSEDCL.

> (ManishKumar Suryavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division



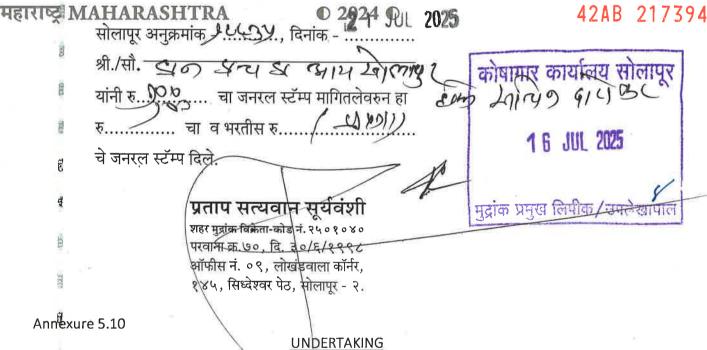


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

The proper approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs or alterations to showing power cable located in the ROW of National Highway NH65.

(ManishKumar Suryavanshi) Executive Engineer (O&M) MSEDCL, Solapur Rural Division



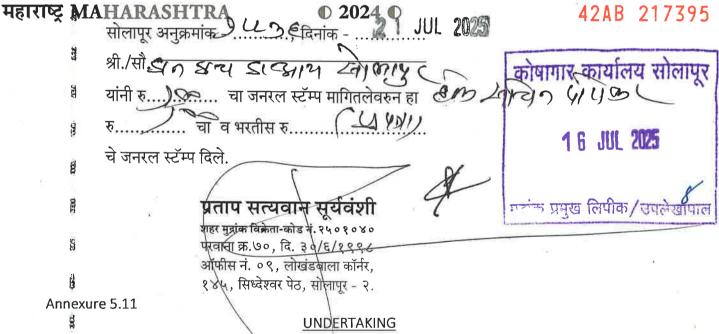


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

Expenditure, if any incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting or the power cable will be borne by MSEDCL.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division



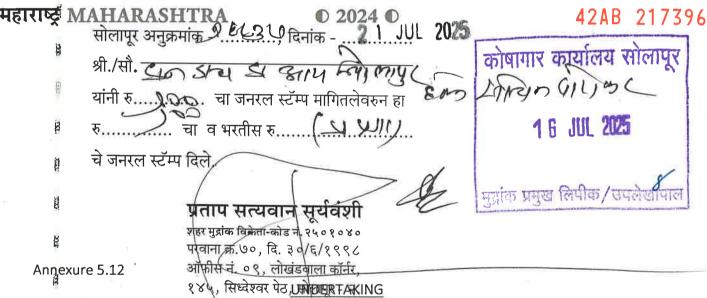


I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur -Tandulwadi Road In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

If NHAI is considered it is necessary in future to move the power cable for any work of improvement or repair to the road, it will be carried out as desired by NHAI at the cost of MSEDCL (Owing the Power Cable) with in stipulated reasonable time (Not exceeding 60days.) of the intimation given.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





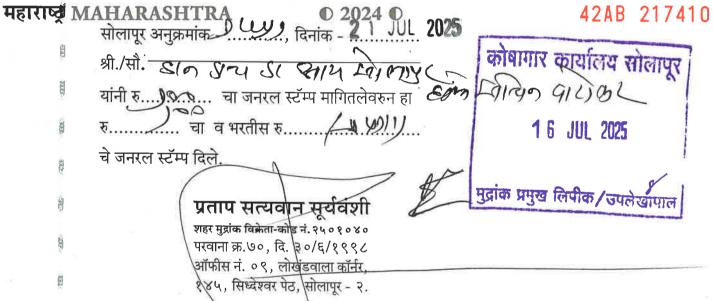
I, Executive Engineer (O&M) MSEDCL, Solapur Rural Division office Solapur having its registered office at Juni Mill compound, Opp. Super Market Solapur-413002 here by do undertake in reference of our RoW application for 33kv Underground Cable crossing at location Km 267/530 Road Crossing on NH 65, at Solapur Tandulwadi Road, In Tandulwadi Village, in District Solapur and in the State of Maharashtra.

1. Laying of Power cable will not have any deleterious effects on any of bridge components and road way safety for traffic.

2. For 6 Lanning, "We do undertake that we relocate service road/approach road/utilities at our own cost notwithstanding the permission granted with in such time as well as stipulated by NHAI", for future 6 Lanning or any other development.

(ManishKumar Survavanshi)
Executive Engineer (O&M)
MSEDCL, Solapur Rural Division





Enclosure to Ministry of Road Transport & Highways Letter No. 33044/29/2015/S&R Dated 22/1/2016.

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

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Executive Engineer
M. S. E. D. To. Ltd.,
Rural Divisipage Naput

Agreement to lay Proposal for laying of 33 KV UG Cable crossing on NH 65, at km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and the State of Maharashtra.

This agreement made this

day of (Months) of

(Year) between

Acting in his executive capacity through

(Hereinafter referred to as the "Authority" 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 Distribution company Limited, a company registered under the companies Act, 1956 and having its registered office at Mumbai (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the authority is responsible, inter-alia, for development and maintenance of lands in 33 kV UG cable for Road Crossing on NH 65, at km 267/530 Solapur -Tandulwadi Road, In Tandulwadi Village, in District Solapur and the State of Maharashtra. Whereas the licensee proposes to lay electrical Cable.

And whereas the authority has agreed to grant such permission for way leave on the NG Ro was 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. Division of the authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/ damage is caused to any existing user by the subsequent user, the authority shall not be held accountable or liable in any manner.
- 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.

M. S. E. D. W. Ltd., Rural Division, Solapur Page No. L

- 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 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 NH65, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe lice of the embankments and clear of the drain.
- 8. The licenses 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 les than on lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the to of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measured 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 n cuts and toe of slope to toe of slope in the fills and shall be designed in

M. S. E. D. Co. Ltd., Rural Division, Solapyge No. 3 accordance with the provision of IRC and executed following the Specifications of the Ministry.

- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/ conduit pipe contains the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing thee 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 30cm. but not more that 60cms 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 30cm. 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 HDD (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 pending 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 1 east 50M away from the edge of the right of way;
- 18. All required restoration works subsequent to laying of the cable shall be required to be undertaken by the licensee at its cost either by itself or through its authorized representative in consolation 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 on year initially (extendable if

M. S. E. D. Co. Ltd., Page No. | 4

Rural Davision, Solapui

required till satisfactory completion of work) shall have to be finished 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 meting good of the excavated trench/other restoration work, the authority shall have a right to made 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) form the date of issue of the notice by the concerned authority to shift/relocate the utility services. In as 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 co-ordination 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 co-ordination with authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 24. If the licensee fails to comply with any condition to the satisfaction of the authority, the same shall be executed by the authority at the cost and risk of the licensee.
- 25. Grant of 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

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

Page No. | 5

restoration representative in consolation 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 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance / repair works shall have to be furnished by the licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the wok 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 face 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
- 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 co-ordination with the authority.
- 32. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway and / property, other than what is herein expressly granted. No use of NH65 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 there of shall not become absolute and indefeasible by lapse of time.
- 34. The licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings laying of cables in the trench (with respect to

Rural Division, SolapuPage No. | 6

the NH) and after complete restorations 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 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 AC accordance with the approved specifications and drawings and the trenches have been filed 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 economies 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 manufactures.
- B. The requirements of Law,
- C. The physical conditions at the Site, and
- D. The safety of operating personnel and human beings.
- The licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- While laying utility services, at least one lane of road shall keep open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
- After the termination/expiry of the agreement, the licensee shall remove the utility services with 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 up of utility services the licensee shall furnish a Bank Guarantee to the authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.

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

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- 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 bin dining on all.
- For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the licensee in mutual agreement with the respective project concessionaires. MoRTH/ NHAI/ implementation 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 WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY ANDD THE YEAR FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY BY Shri

(Signature, name & Address with stamp)

SIGNED ON BEHALF OF Maharashtra State Electricity Distribution Company Ltd.

BY

(Signature, name & Address with stamp)

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

IN THE PRESENCE OF (WITNESSES)

1.

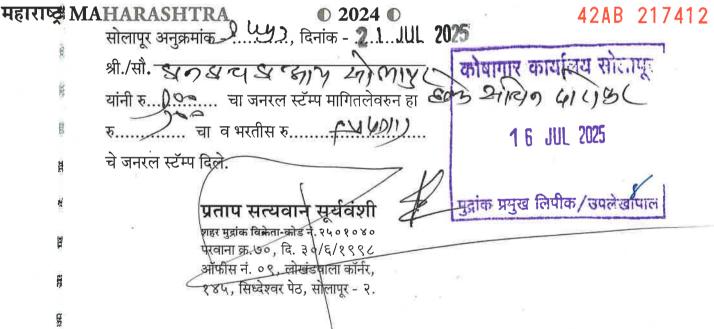
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UNDERTAKING CERTIFICATE

Subject: - Submission of proposal for Laying of 33 kV UG cable for Road Crossing on NH 65, Km 267/530 at Solapur -Tandulwadi Road, in Tandulwadi Village, in District Solapur and in the State of Maharashtra.

M. S. E. D. To ttd., Pural Page No. ISolapur

We hereby undertake, that if any necessary alteration Including complete removal shifting of the overhead lines /underground Cables and Tower poles crossing on the NH-65, Dist.- Solapur if so, required by Ministry for the development of National Highway of India. Interest of Safety in This Section at our own Cost.

- We hereby also undertake to pay the necessary rent for laying of overhead cable cross the National Highway whenever the national authorities ask rents in future.
- We hereby undertake that is respect to part-1 and 2 are shall not violate any condition and that we would not enter into any litigation in any manner.
- We also further undertake to ensure conformity as per the norms of National Highway.
- We have understood the complete picture of four lane project of national highway No.65.
- We understood that no laying of overhead line/underground cables or construction of tower poles shall be done till the permission is granted by the MoRTH New Delhi, '
- We declare that we will not display any advertisement / hoarding along the national highway no.65 without prior approval of the National Highway Authority.
- We hereby undertake to bear the entire cost of construction & maintenance of laying of overhead lines/underground cables & tower poles and its signs as necessary and other traffic control devices at our own cost.
- We hereby undertake to lay overhead cables including tower poles, as per the norms specified by govt. of India ministry of road transport and highway, New Delhi from time to time.
- If in future, by-Maharashtra State Electricity distribution company Ltd, 33 kV UG cable by any reason, any accident or death caused, then only the Maharashtra State Electricity distribution company Ltd will be held responsible for it and the claims will be settled by Maharashtra State Electricity distribution company Ltd only. The State P.W.D./national highway authority of India department will not be involved in any case so fund/claims in any. The periodical maintenance of road crossing will be the responsibility of Maharashtra State Electricity distribution company Ltd.

10. All legal matters in future regarding this work should be cleared by Maharashtra State P.W.D. Electricity distribution company Ltd on its own expenses and responsibility

national highway authority of India department will not be responsible in any way for any legal matter.

- 11. The rules and regulation altered or updated time to time by state P.W.D. and national highway authority of India department will be obligatory for this work, we will follow all the rules and regulation here in future. It is understood that the department reserves the right to alter or update any regulation time to time without informing the Maharashtra State Electricity distribution company Ltd.
- 12. We hereby undertake all responsibilities during the laying overhead cables any damage to the road or to any other structure of the road will be made good by us at our own cost,
- 13. We hereby undertake the responsibility that the overhead cable will be shifted in case it is requested at a later stage at our own cost.

For, MSEDCL Solapur Rural Division

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

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METHOD STATEMENT OF LAYING OF 33KV HT UG CABLE

1. SCOPE:

The scope covers the design, laying & testing of 33kV U/G cable.

REFERENCE STANDARAD:

The U/G cable laying shall comply in all respects with the latest versions of IS/IEC given below with latest amendment if any.

Sr. No.	Standards	Description
1	IS-1255	Code.of practice for installation and maintenance of power cables up to & including 33kV rating.
2.	IS-7098	Cross linked Polyethylene insulated PVC Sheathed cable.

Trenchless Crossing: HDD METHOD

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drill rig that launches and places a drill string at a shallow angle to the surface and has tracking and steering capabilities.

The dimension of the trench will be 200 mm for single cable in width through of 200 mm HDPE pipe. After laying of HDPE pipe 3Cx300sq.mm. cable have laying as per the attached drawing.

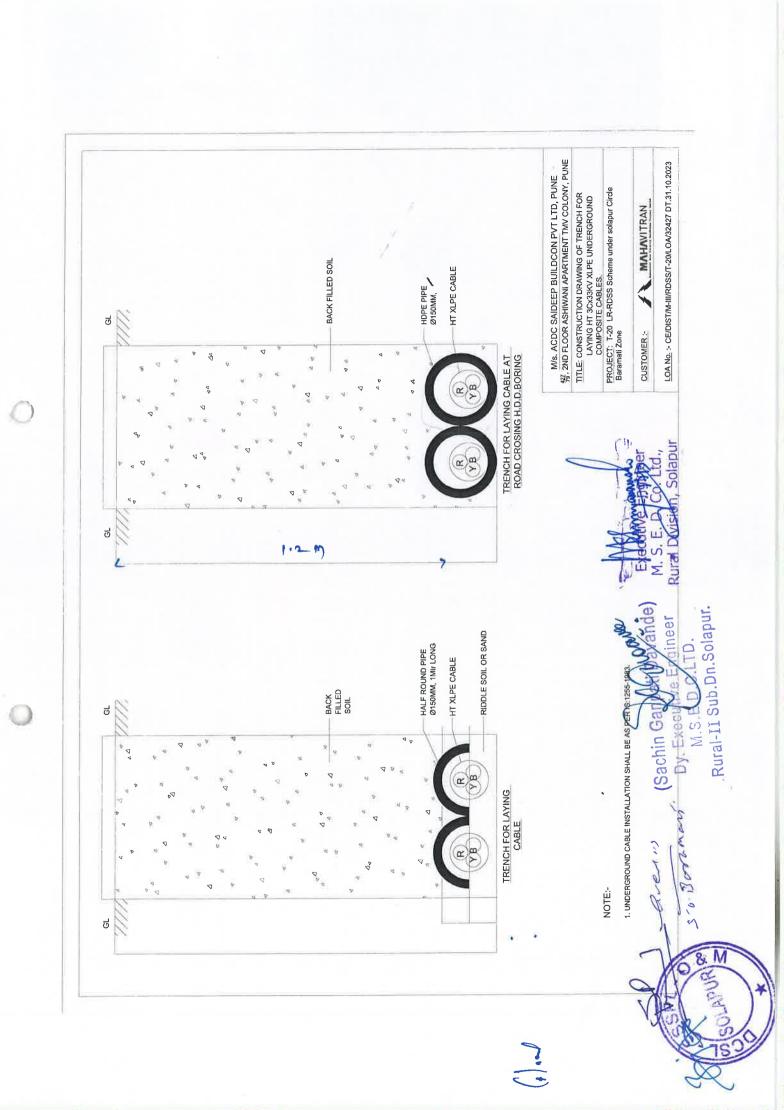
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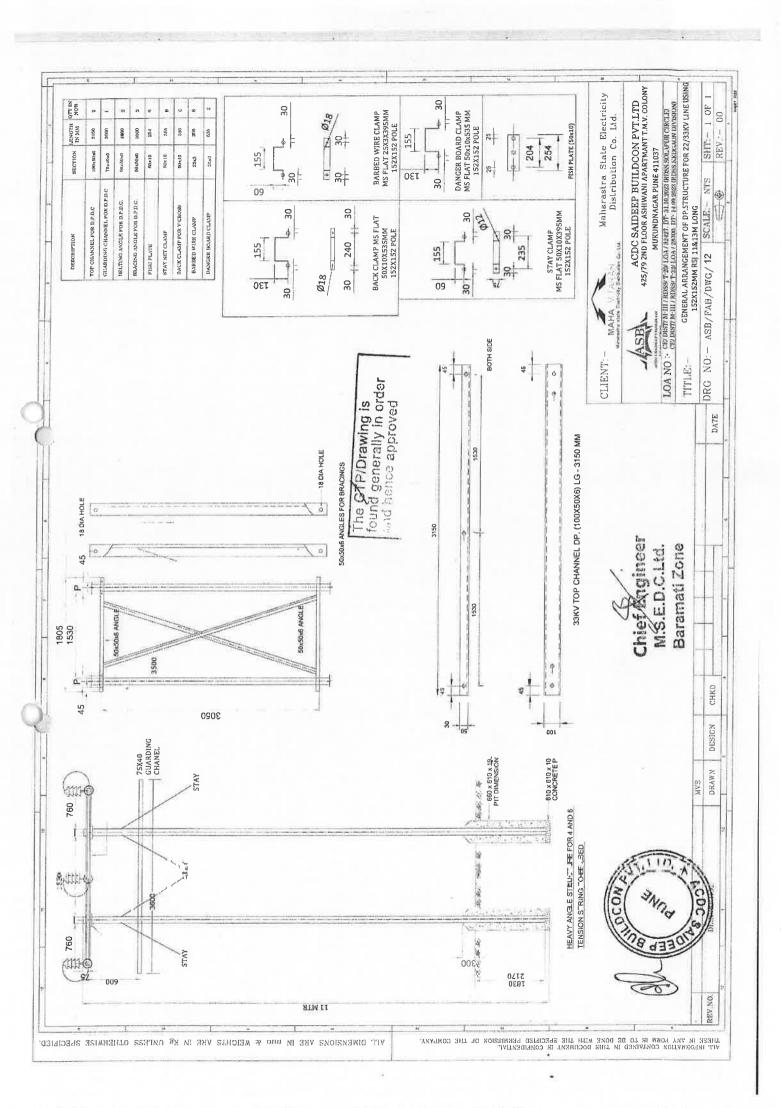
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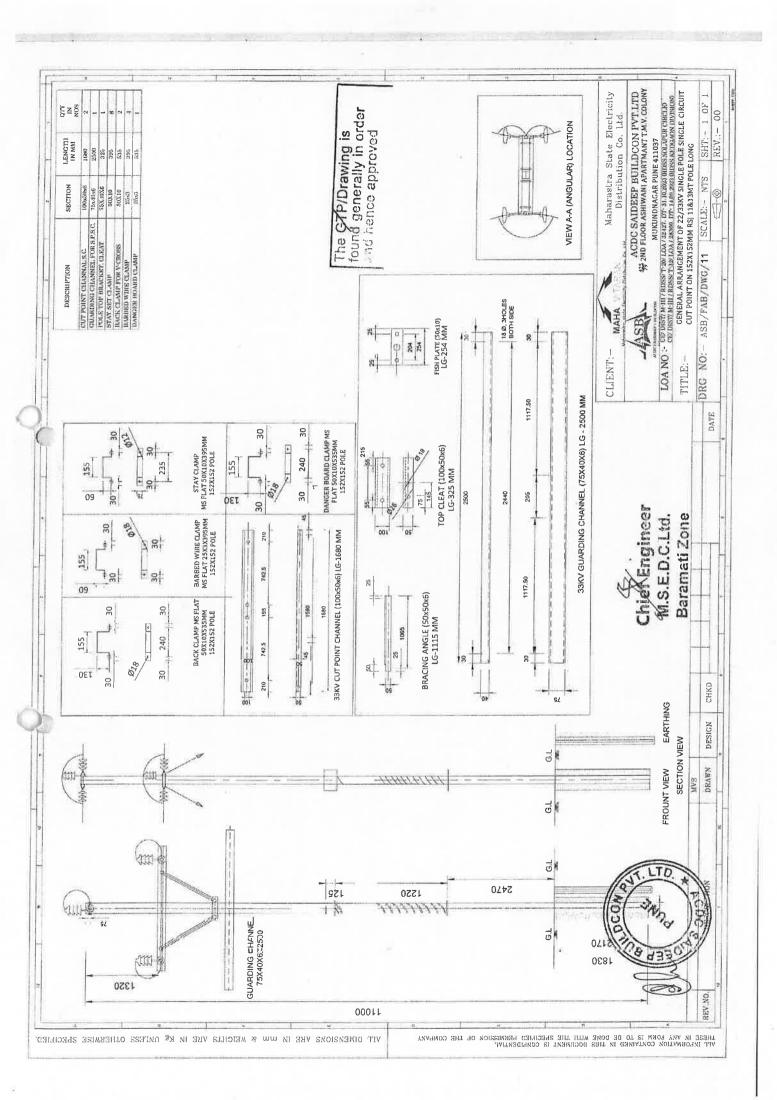
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Executive Engineer
M. S. E. D. Co. Ltd.,
Rural Livision, Solapur

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NEAR TANDULWADI VILLAGE DP STRUCTURE
13 MTR LONG STAY CH NO-267/530 (SIZE - 3150X600X600MM) RoW Row 1mtr RoW NH.65 Utility Corridor 4 NH.65 <--LHS SOLAPUR ROAD -60MTR CENTRE ROAD HAIDRABAD ROAD RHS ---**Utility Corridor** Row 1mtr 2 Run X 33KV 3Cx300 SQMM XLPE CABLE CROSSING THROUGH HORIZONTAL BORING DP STRUCTURE 13 MTR LONG 100X50 DOUBLE CHANNEL CROSSING ARM STAY CLAMP STAY CLAMP 75X40 GURDING CHANNEL CROSSING ARM LEGEND:-(RSJ POLE SIZE-152X152X13MTR) 50X50X6MM ANGLE -DP STRUCTURE-30MTR DAGER BORD & BARBED WAIRE -33KV UG CABLE-1.5MTR -CENTER ROAD LINE 00 -CROSINGBORING-2 NO 33KV ISOLATOR WITHOUT E.B. HANDLE DEVELOPER:- THE EXECUTIVE ENGINEER MSEDCL, SOLAPUR DIVISION. (Sachin Garetti Davande)

Dy. Executive Engineer

M.S.E.D.C.LTD.

Rural-II Sub.Dn.Solapur. CUSTOMER :-MAHAVITRAN 33KV SINGLE CIRCUIT PROJECT :- CABLE CROSSING ARRANGEMENT AT NH-65 **ROAD CROSSING**