



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road, Transport & Highway)
परियोजना कार्यान्वयन, इकाई, सोलापूर (महाराष्ट्र)
Project Implementation Unit, Solapur (Maharashtra)

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

No.: NHA/PIU/SLP/NH-166/OFCCable/2020-21/ 1889

Date: 02/08/2024

INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Mangalwedha Solapur section of NH-166 (from Ch. 321/600 to Km. 378/100) in the state of Maharashtra on HAM- **Request for permission to carry out the sewerage pipeline crossing at Ch.373/94 under Amrut Abhiyaan project.**

Sir

1. Public Health Engineer, SMC Solapur has submitted the proposal for the permission to carry out the sewerage pipeline crossing at Ch.373/94 under Amrut Abhiyaan project in the section of NH-166.
2. As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
3. In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

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

Thanking you,

भवदीय

परियोजनानिदेशक

भा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

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



BHARATMALA
ROAD TO PROSPERITY

\\Ganesh\G\Gangli-Solapur NH-166\Solapur Sangli OFC Cable\PKG-IV\Amrut Abhiyan\Public domain notice\Reg-OFCCable laying.docx

Head Office : No. G 5 & 6, Sector 10, Dwarka, New Delhi-110 075

Tel. No.: 011-2507 4100 / 2507 4200 Fax No. : 011-2509 3507 / 2509 3514. Web Site : <http://www.nhai.org>

सार्वजनिक आरोग्य अभियंता यांचे
कार्यालय, ड्रेनेज विभाग,
फोन नं. (०२१७) २७४०३५०
ईमेल- drainsmc@gmail.com



“इंदुभवन”,
पुण्यश्लोक आण्णासाहेब
वारद पथ, रेल्वेलाईन,
सोलापूर - ४१३००१

जा.क.सा.आ.अ./ज.नि./१०५

दिनांक:- १६/११/२०२१

२३/११/२०२१

प्रति,

मा.प्रकल्प संचालक
NHAI, PIU,
सोलापूर.

आवक क्र./Inward.....
प.का.ई./PIU 1316
सोलापूर./Solapur
दिनांक./Date. 23/11/2021

विषय— केंद्र शासन पुरस्कृत अमृत अभियान अंतर्गत सोलापूर शहर भुयारी गटार योजना रोड
कार्हींग प्रस्ताव सादर करणे बाबत.

- संदर्भ—१) शासन निर्णय क्र. अमृत २०१७/प्र.क्र.४२९/नवि-३३ दि.२५.०९.२०२७
२) मा.प्रकल्प संचालक, NHAI, PIU, सोलापूर यांचे पत्र क्र.३६३१ दि.२०.११.२०१८
३) कार्यकारी अभियंता, मजीप्रा विभाग, सोलापूर यांचे पत्र क्र.२०४९/२०२१
दि.१७.०६.२०२१.

महोदय,

उपरोक्त विषयांकित नमुद केंद्र शासन पुरस्कृत अमृत योजनेचे काम सो.म.पा. कडून सध्या
प्रगतीपथावर असून सादर योजनेत अंतर्भूत असलेले रा.म.क्र १६६ (सोलापूर-कोल्हापूर) या वरील
रोड कार्हींग गाईड लाइनचा प्रस्ताव सध्या चार प्रतीत आपणाकडे सादर करण्यात येत आहे.

आपणास विनंती करण्यात येते की, सदरील प्रस्तावांची राईट पाहाणी करत व प्रस्तावांची
तांत्रिक छाननी करून अंतीम करण्यात यावेत. तसेच प्रत्यक्ष जागेवर त्यानुसार सोमपास काम करणेस
परवानगी मिळावी हि विनंती.

प्र. सार्वजनिक आरोग्य अभियंता
सोलापूर महानगरपालिका सोलापूर,

प्रत—कार्यकारी अभियंता, मजीप्रा विभाग, सोलापूर. यांना माहितीसाठी व पुढील कार्यवाहीस्तव सन्नेह
अंगणित.

प्रत— उपविभागीय अभियंता, मजीप्रा उपविभाग, क्र.०२ सोलापूर यांना माहितीसाठी.



**SOLAPUR MUNICIPAL CORPORATION,
SOLAPUR**

**ATAL MISSION FOR REJUVETION AND URBAN
TRANSFORMATION (AMRUT)**

**SOLAPUR CITY UNDERGROUND SEWERAGE
SCHEME UNDER AMRUT MISSION FOR ZONE**

(I to IV , VI & IX to XIII)

PROPOSAL FOR SEWER PIPE LINE CROSSING

(At Shelgi Nalla Bridge)

Sr. no.	Description	Page	
		From	To
1	Application	1	1
2	Checklist	2	6
3	License Agreement	1	11
4	Undertaking - 1	12	12
5	Undertaking - 2	13	14
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8	Undertaking - 5	17	17
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11	Undertaking - 8	22	22
12	Undertaking - 9	23	23
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16	Details of underground Sewerage pipe line	29	30
17	Conditions for laying of Sewerage pipeline	31	34
18	Methodology of pipe line	-	-
19	Maintaining Records of Right - Way permission granted for laying Sewerage Pipeline	34	-
20	Sewerage pipe line plan & cross section	35	35
21	Records of ROW	-	-

(Enclosure to Ministry Circular No. RW/NH-33044/17/2000 S&R dated 29.9.2000)
Format for Maintaining Records of Right - Way permission granted for laying Sewerage pipeline
(to be maintained separately for every NH and State, every PWD Division or equivalent)

1 Name of State : Maharashtra
 2 Name of Agency (PWD/BRO/NHAI) : NHAI
 3 Name of PWD Division of Equivalent : NHAI, Solapur.
 4 NH Number : NH No. 166 (Ratnagiri - Sangli - Solapur).

Sr. no.	Location change in Km	Left or right side of NH towards increasing chainage / Km direction	Section and reach	Kind of service	Name of licensee and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MOST standard norms	Remarks
1)	1. Chainage No. KM 373/940 (at Shelgi Nala Bridge). Total Length = 45 Rmt	Left & Right both	Mangalwedha to Solapur	Sewerage Pipe line	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.				No.	


Public Health Engineer,
 Solapur Municipal Corporation
 Solapur

CHECK - LIST

Guidelines for Project Directors for processing the proposal of Solapur city underground Sewerage scheme (For Sewerage Zone I to IV, VI and IX to XIII) Under Atal Mission for Rejuvenation and Urban Transformation (AMRUT Mission) in the land for Road crossing of National Highways vested with NHAI.

Relevant Circulars

- 1) Ministry Circular No. RW/NH - 33044 / 17 / 2000 - S&R dated 29.09.2000.
- 2) NHAI's circular No. NHAI / DEC / 2k / Vol II dated 7.11.2000, which includes the comprehensive guidelines and draft license agreement for laying of OFC cable by private party in the land along National Highway vested with NHAI.
- 3) Ministry's Circular No. RW/NH - 33044 / 27 / 2000 - S&R * dated 21.03.2006. it is regarding the modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee @ Rs. 100/- per route meter in place of earlier rate of Rs. 25/- per route meter.

Check list for getting approval for laying Sewerage Pipeline on NH Land.

Sr. no.	Item	Information / Status	Remarks
1	General information	Sewerage pipe line crossing at Chainage no. KM 373/940 at Shelgi Nala Bridge.	
1.1	Name & Address of the Applicant	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.	
1.2	National Highway Number	NH-166	
1.3	State	Maharashtra	
1.4	Location	Road crossing at Chainage No. KM 373/940 Shelgi Nala Bridge.	
1.5	(Chainage In Km)	1. Road Crossing at KM 373/940 Shelgi Nala Bridge.	
1.6	Length in Meters	L = 45 Rmt.	
1.7	Width of available ROW	45 M	
	(a) Left side from center line towards increasing chainage / km direction.	30.98	
	(b) Right side from center line towards increasing chainage / km direction.	29.02	
1.8	Proposal to lay the pipe.		
	(a) Left side from center line towards increasing chainage / km direction.	Yes	
	(b) Right side from center line towards increasing chainage / km direction.	Yes	


Sub Divisional Engineer

Maharashtra Jeevan Pradhikara
Sub Division no. 02, Solapur.


Executive Engineer

Maharashtra Jeevan Pradhikaran
Division SolapurSolapur


Public Health Engineer

Solapur Municipal Corporation

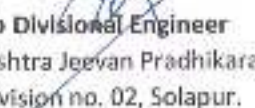
Sr. no.	Item	Information / Status	Remarks
1.9	Proposal to lay acquire land.		
	(a) Left side from center line.	N.A.	
	(b) Right side from center line.	N.A.	
1.10	Whether proposal is in the same side where land is not to be acquired.	Land Acquisition not required.	
	If not then where to lay the pipe.	Across the Road NH - 166 at chainage no. KM 373/940 Shelgi Nala Bridge.	
1.11	Details of already laid services, if any, along the proposed route.	Drawing attached.	
1.12	Number of lanes (2/4 / 6 / 8 lanes existing.	6 Lanes at Locations.	
1.13	Proposed Number of lanes (2 lane with paved shoulders / 4 / 6 / 8 lanes).	4 Lane + Service Road	
1.14	Service road existing or not	Yes	
	If yes then which side	Both Side	
	(a) Left side from center line. (LHS)	At 16.0M width=7.0 M	
	(b) Right side from center line. (RHS)	At 16.0M width=7.0 M	
1.15	Proposed Service road.	N.A.	
	(a) Left side from center line.	Not required	
	(b) Right side from center line.	Not required	
1.16	Wheter proposal to lay pipe is after the service road or between the service road and main carriageway.	After service Road	
1.17	The permission for laying pipe shall be considered for approval / rejection.	Submitted for approval.	
	(i) where the ROW is more than 45 m then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 m width, duly keeping in view the future widening.	N.A.	
	(ii) where land is yet to be acquired for 4 laning and the position of new carrigeway has been decided then the pipe shall be laid at the edge of right of way within the utility corridor of 2 m width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 - laning.	N.A.	


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Sr. no.	Item	Information / Status	Remarks
	(iii) Where the widening plan for 4- laning is not yet decided and available ROW is around 30 m or less, a judicious decision would need to be taken for permitting. The laying of cable / duct. This could be within 1.50 m to 2 m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.	N.A.	
	(iv) where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. highways in cutting through hilly / rolling terrain), the pipe shall be laid clear of the drain.	N.A.	
	(V) Where land strip for utility corridor cannot be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable / ducts, the permission may be refused.	N.A.	
1.18	No. of applicants on the same stretch		
1.19	Whether the case of multiple licenses.	No	
1.20	If so furnish a joint implementation programme to lay their respective ducts within stipulated time frame.	N.A.	
1.21	If crossings of the road involved if Yes it shall only be through trench - less technology.	1. 1400 mm dia Sewer Line. 1800 mm dia casing M.S. pipe line Crossing proposed at KM 373/940 at Shelgi Nala Bridge by Push Through method. Yes.	
2	Document / Drawings enclosed with the proposal.	Yes.	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.6 m deep x 0.5 m wide) Should not be greater than 1.20 m in width in multiple ducts.	N.A.	
2.2	Cross section showing the size of pit and location of cable for HDD method.	Yes	



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Sr. no.	Item	Information / Status	Remarks
2.3	Strip plan / Route Plan showing the Pipeline, Chainage, Width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes.	
2.4	Methodology for laying Sewerage Pipeline	Sewerage pipe line by Push Through method for Road crossing.	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	N.A.	
2.4.2	Horizontal Directional Drilling (HDD) Method.	yes	
2.4.3	Laying Pipeline through CD works and method of laying (Whether to be hung outside parapet),	No.	
3	Draft License Agreement signed by two witnesses.	Yes.	
4	Performance Bank Guarantee	Yes.	
4.1	Performance B. G. as per Ministry's circular No. RW/NH-33044 to be obtained @ Rs. 250 /- per meter length.	29/2015/S&R Dated 22.11.2016	
4.2	Confirmation of BG has been obtained as per NHA's guidelines.	Yes.	
5	Affidavit / Undertaking from the Applicant for	Yes.	
5.1	Not to damage to other utility, if damaged then to pay the losses either to NHA or to the concerned agency.	Yes.	
5.2	Renewal of Bank Guarantee	Yes.	
5.3	Confirming all standard condition of NHA's guideline.	Yes.	
5.4	Shifting of Pipeline as and when required by NHA.	Yes.	
5.5	Shifting due to Llaning / widening of NH.	Yes.	
5.6	Indemnity against all damages and claims clause (xxiv).	Yes.	
5.7	Traffic movement during laying of pipe to be managed by the applicant.	Yes.	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant.	Yes.	


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Sr. no.	Item	Information / Status	Remarks
5.9	Certificate for 6 - laning from the applicant in the following format. " We do undertake that I will relocate service road / approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI " for future six - laning or any other development."	N.A.	
6	Power of Attorney in favour of authorized signatory.	Yes.	
7	Copy of DOT licence.		
8	Certificate from the Executive Engineer, Maharashtra Jeevan Pradhikaran, Division Solapur.	Yes.	
8.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.9.2000 and NHAI's guide lines issued vide No. NHAI/OEC / 2k/Vol II dated 7.11.2000 and Ministry's circular No. RW/NH - 33044 / 27 / 2000 - S&R { R } dated 21.3.2006.	Yes.	
8.2	Certificate for 6 - laning from PD in the following format. (a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location". (b) In case feasibility report is not available " I do certify that sufficient ROW is available at site for accommodating proposed six - laning".	--	
9	The agreement fee of Rs. 1 shall be charged.	Yes.	
10	If NH section proposed to be taken up by NHAI on BOT basis - a clause in para 17 to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay pipeline has also been granted as a right of way to the concessionaire under the concession agreement for up - gradation of (----- section from Km --- to Km ----- of NH No. --- on Build, operate and Transfer Basis and therefore, the licensee shall honour the same".	150.050 to 251.325	



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Solapur

Sr. no.	Item	Information / Status	Remarks
11	Who will supervise the work of laying of Pipeline.	Executive Engineer, Maharashtra Jeevan Pradhikaran, Division Solapur.	
12	Who will ensure that the defects in road portion after of laying of pipeline are corrected and if not corrected then what action will be taken.	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.	
13	Who will pay the claims for damages done / disruption in working of Concessionaire if asked by the Concessionaire.	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.	
14	A Certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed) Issued vide Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23.7.2003.	--	
15	If any previous approval is accorded for laying of pipeline then Photocopy of register of records of permissions accorded as maintained by PD (as per Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23.07.2003) as referred in para 13 above is enclosed or not.	--	


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Executive Engineer
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Public Health Engineer
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महाराष्ट्र MAHARASHTRA

2021

YU 941331

अनु.क्र. ८६६० दिनांक ०९/०७/२०२१

श्री. सार्वजनिक आरोग्य अभियंता सो.म.पा. हस्ते

यांनी रुपये १००/- चा जवळ रॉप मगितलेवरून सद्य. अभियंता

हा रुपये

रुपये

श्री. सत्य व भारतीस
सुभाष एडिव

हेमंत जोगरे



मुद्रांक कार्यालय, सोलापूर

मुद्रांक विभाग सोलापूर कोड नं. 2311005

परवाना ता. 2/12/1998 मो. नं. 9822186008

Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015 /S&R(R) dated 22.11.2016.

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay Sewerage Pipe line for Road crossing by PUSH THROUGH method at Ratnagiri - Sangli - Solapur Road NH- 166 at Chainage No. 373/940 (At Shelgi Nala Bridge from RHS to LHS of Length 45 M.

This Agreement made this day of (Month) of 2021 (year) between National Highway Authority of India acting in his executive capacity through (hereinafter referred to as "NHAI" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and

Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "**Indrbhuvan**", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur – 413001, Maharashtra, (hereinafter referred as **Public Health Engineer, Solapur Municipal Corporation, Solapur**, "Licensee") which expression shall, unless excluded by or repugnant to the context, include his successors / administrator assignees on the second part.

Context, include his heirs its successors / their successors and assigns) of the second part.

Whereas :

Authority of India is responsible, inter-dia, for development and maintenance of lands on Chainage No. 373/940 (At Shelgi Nala Bridge) **from RHS to LHS of Total Length 45 M** Whereas the Licensee proposes to Permission for Laying Sewerage pipe line at **Road crossing of Length 45 M.** .

Whereas the Licensee has applied authority for permission to lay unity services from km 373/940 to 373/940 of road. The authority has agreed to grant such permission for way leave on ROW on the terms and conditions hereinafter mentioned.

Now this agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached

hereto subject to the following conditions, namely.

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.

----- .

2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.

3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.

4. The Licensee shall pay license fees As per following

1. At Chainage 373/940 Casing pipe dia. is 1800 mm M.S. pipe @ Rs. 500/sq m/month to the Authority.

The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities / cables / conduits / pipelines for Infrastructure / service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.

5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

6. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.

7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.

8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings / parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.

9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.60 metre below the ground level. However, any

structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;

11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRE and executed following the Specifications of the Ministry.

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

13. The top of the casing / conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.30 m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.

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

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

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

a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.

c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.

17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same

condition as it was before digging the trench, clearing debris / loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;

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

19. Prior to commencement of any work on the ground, a performance Bank Guarantee as per following

1. At Chainage 373/940 Shelgi Nala Bridge Casing pipe dia. is 1800 mm M.S. pipe @ Rs. 500 per Route Meter x 45 – 22,500.00

Total Rs. = 22,500.00

Rs. 22,500.00 (Rupees Twenty two thousand & five hundred only) with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority / its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations / utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench / other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority / its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift / relocate the utility services, in case it is so required for the purpose of improvement / widening of the road/route / highway or construction of flyover / bridge and restore the road / land to its original condition at his own cost and risk.

22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities / underground Installations / facilities etc. The Licensee shall ensure the safety and security of

already existing underground installations / utilities / facilities etc. before commencement of the excavation / using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations / utilities / facilities etc.

23. The Licensee shall be solely responsible / liable for full Compensation / indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right make good such damages / recover the claims by forfeiture of Bank Guarantee.

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

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

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

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

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

29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.

31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.

32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route / road / highway land / property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.

33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.

34. The Licensee shall bear the Stamp Duty charged on this Agreement.

35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

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

37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines / industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:

- a. operation, repair and maintenance guidelines given by the manufacturers,
- b. the requirements of Law,
- c. the physical conditions at the Site, and
- d. The safety of operating personnel and human beings.

39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.

40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.

41. After the termination / expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the RoW.

42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

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


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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BYSHRI.


(Signature, name & address with stamp)

SIGNED OF  Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001

Public Health Engineer
Solapur Municipal Corporation
Solapur

BY SHRI.

(Signature, name & address with stamp)


Public Health Engineer
Solapur Municipal Corporation
Solapur

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

1.

2.



महाराष्ट्र MAHARASHTRA

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YU 941330

अनु.क्र. १६५९ दिनांक ०२/०७/२०२१

श्री. शार्वजनिक आरोग्य अभियंता स्ना.म.पा. वस्ते

यांनी रुपये १००/- चा जनरल स्टॅम्प मागितलेवरून श.श. अभियंता

हा रुपये } न स्टॅम्प व भारतीय हेमंत डोंगरे

रुपये } जनरल स्टॅम्प

रुपये } मुद्रांक विभाग, सोलापूर



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श.श. अभियंता

मुद्रांक विभाग सोलापूर कोड नं. 2511005

परवाना क्र. 2/12/1998 मो. नं. 9822186908

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

We will not damage other utility while laying Sewerage pipe line, in case if it is damaged then the losses will be paid to NHAI or the concerned owning agency as per direction by NHAI.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941329

अनु.क्र.

२६५८ दिनांक ०६/०७/२०२१

श्री सार्वजनिक आरोग्य अभियंता सोम.पा. हस्ते

यांनी रुपये

१००/-

चा जनरल स्टॅम्प मागितलेवरून सहा, अभियंता

हा रुपये

चा स्टॅम्प व भरतीस

हेमंत डोंगरे

रुपये

आ जनरल स्टॅम्प

ह.सो.पा.ला दिला



811

महाराष्ट्र, सोलापूर, महाराष्ट्र

मुद्रांक विभाग सोलापूर कांड नं. 2511005

परवाना क्र. 2/12/1998 मो. नं. 9822186008

UNDERTAKING

We Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

1. We will submit the performance Bank Guarantee for the proposed as and when the demand note is raised by NHAI.
2. We will renew the performance Bank Guarantee as and when required if work is not completed in one year time of the submission of the BG.


Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941328

अनु.क्र.

२६ युनिट्स ०२१ ००/२०२१

श्री. सार्वजनिक आरोग्य अभियंता सो.म.पा. हस्ते

धोनी लपये १००/- चा जनरल स्टोप मागितलेवरून सहा. अभियंता

हा रुग्णे

चा स्टॉप व भरतीस

रुग्णे

चा निमताने स्टॅम्प

हेमंत जोगरे

चा कार्यावहारा दिला



सहा. आर. नेवगु

श्री

मुद्रांक कार्यालय सोलापूर कोड नं. 2511005

परवाना नं. 2/12/1998 मो. नं. UNDERBARING

Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

We will be carrying out the Sewerage pipe line work as per the specifications and standards of NHA1 and the executed work will confirm all the standard conditions of NHA1 guidelines.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941327

अनु. क्र.

र. ए. य. ए. दिनांक 02/07/2021

श्री. सार्वजनिक आरोग्य अभियंता रत्ना. म. पा. हस्ते

यांनी रुपये

900/-

या जनरल स्टॅम्प सन्मिलितकरून सार्व. अभियंता

हा रुपये

या स्टॅम्प व भरतीस

रुपये

या जनरल स्टॅम्प

हेमंत डोंगरे

या कार्यालयीनरित्या दिला



ए. स. आर. गेंडु

मुद्रांक विभाग सोलापूर कोड नं. 2511005

परवाना क्र. 2/12/1998 मो. नं. 9822186909

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur -413001, Maharashtra, hereby do undertake in Reference to our Application for Sangli-Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

We will shift Sewerage pipe line at our own cost as & when required by NHAI (Authority) within such time as stipulated by NHAI.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941326

अनु.क्र. १६५५ दिनांक ०६/०७/२०२१
 श्री सार्वजनिक आरोग्य अभियंता सो.म.पा. हस्ते
 यांनी रुपये १००/- चा जनरल स्टॅम्प पारितोषिक सह सहा. अभियंता
 हा रुपये चा स्टॅम्प व भरतीस सहा. अभियंता
 रुपये चा जनरल स्टॅम्प हेमंत डोंगरे
 या कार्यासाठी दिला



SH

एच. एस. मित्तल
 पुरविका विक्रेता सोलापूर कोड नं. 2511005
 परवाना ता. 2/12/1998 मो. नं. 9822186908

UNDERTAKING

We, **Public Health Engineer, Solapur Municipal Corporation, Solapur** having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

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

Public Health Engineer
 Solapur Municipal Corporation
 Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941325

अनु.क्र. १६५४ दिनांक ०६/०७/२०२१

श्री सार्वजनिक आरोग्य अभियंता सोलापूर, इस्तो

यांनी रुपये १००/- चा जनरल स्टॅम्प काढण्याकरीता सहा. अभियंता

हा रक्कम सोलापूर नगरपालिका येथील सहा. अभियंता

कडे देण्यात येईल.

सोलापूर नगरपालिका



सहा. अभियंता

महाराष्ट्र नगरपालिका सोलापूर कोड नं. 2011005

परवाना नं. 2/12/1998 मो. नं. 9822186909

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasahab Warad Path, Railway Lines, Solapur -413001, Maharashtra, hereby do undertake Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, that

1. Public Health Engineer, Solapur Municipal Corporation, Solapur shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved owners for any direct or indirect or consequential damages caused to them / claim or replacements sought for at our cost and risk.

2. Sewerage pipe line would be laid keeping in mind future expansion 2/4/6 laning of the N.H. however, we also agree that we shall shift the Sewerage pipe line within 30 days (or as specified by the respective agency / owner) from the date of issued of Notice by the concerned owner to shift / relocate the water pipe line in case it is required for the purpose of improvement / widening of the road / route / highway or construction of flyover / bridge and restore the road / land to its original condition at our own cost and risk.
3. We will not violate the instruction of NHAI (National Highway Authority of India), New Delhi.
4. Sewerage pipe line will be laid by **HDD method (by Push through method)**.
5. The agency will notify the concerned authority at least 15 days in advance before Excavation of trenches.
6. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
7. During the extent of work trenches should be strictly regulated so that the water pipe line are laid and trenches filled up before the close of work. The filling should be completed to the satisfaction of Engineer – in- charge.
8. The agency shall indemnify the road all the damages, if any, due to the Excavation of trenches for the laying of the Sewerage pipe line.


Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941324

अनु.क्र. १६५३ दिनांक ०६/०७/२०२१

श्री सार्वजनिक आरोग्य अभियंता सो.म.पा.हस्तो

यांनी रुपये १००/- या जनरल स्टॅम्प मागितले वस्तु सहा. अभियंता

हा रुपये ५ चा स्टॅम्प व भरलीस हेमंत जोगरे

रुपये या जनरल स्टॅम्प

या जनरल स्टॅम्प

या जनरल स्टॅम्प



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महाराष्ट्र, सोलापूर, महाराष्ट्र

मुद्रांक कार्यालय सोलापूर कोड नं. 2511005

परवाना ता. 2/12/1998 मो. नं. 9822186908

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

The traffic movement during Sewerage pipe line will be managed by **Public Health Engineer, Solapur Municipal Corporation, Solapur**, in co – ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution boards during daytime and danger light at night will be provided by **Public Health Engineer, Solapur Municipal Corporation, Solapur**.


Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941323

अनु.क्र. ६५२ दिनांक ०६/०७/२०२१

श्री सार्वजनिक आरक्षण अभियंता सो. म. पा. हस्ते

यांनी रुपये १००/- या जनरल स्टॅम्प मागितलेवरून
हा रुपये या स्टॅम्प व भरतीस
रुपये या जनरल स्टॅम्प

सहा. अभियंता
हेमंत डोंगरे



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मुद्रांक प्रमुखता सा. म. पा. कोड नं. 2511005
परवाना ता. 2/12/1998 मो. नं. 9822186908

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

If any claim is raised by concessionaries of the project then the same will be paid by the Public Health Engineer, Solapur Municipal Corporation, Solapur.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941322

अनु.क्र. २६५२ दिनांक ०६/०७/२०२१

श्री सार्वजनिक आरोग्य अभिर्भता सो.म.पा. हस्ते

यांनी रुपये १००/- हा जनरल स्टॅम्प मागितलेवरून वसुला अभिर्भता

हा रुपये ५०/- हा नॅशनल व भारतीय हेमंत जोगरे

रुपये ५०/- हा जनरल स्टॅम्प

रुपये ५०/- हा नॅशनल व भारतीय हेमंत जोगरे



ए.ए.ए. मिस्र

मुद्रांक विभाग सोलापूर कोड नं. 2511005

परवाना ता. 2/12/1998 मो. नं. 9822186909

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

Prior approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Sewerage pipe line located in the ROW of National Highway.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941321

अनु.क्र.

FEYO दिनांक 02/07/2021

श्री सार्वजनिक आरोग्य अभियंता रा.म.पा. हस्ते

यांनी रुपये 9000/- चा जनरल स्टॅम्प मागितलेवरून सहा. अभियंता

हा रुपये

रुपये

राज्य व भारतीय हेमंत जोगरे

जनरल स्टॅम्प

मागितलेवरून



SHK

सहा. अभियंता

मुद्रांक विभाग सोलापूर पोस्ट नं. 2511005

परवाना ता. 2/12/1998 मो. नं. 9822186909

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur 413001 Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Sewerage pipe line will be borne by Public Health Engineer, Solapur Municipal Corporation, Solapur.

Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 941320

अनु.क्र. १९९९ दिनांक ०९/०७/२०२१
 श्री सावजनिक आरोग्य अभियंता सो.म.पा. लो
 यांनी रुपये १००/- या जनरल स्टॅम्प मागितलेवरून सहा.
 हा रुपये) रॉयल व भरतीस अभियंता
 रुपये) जनरल स्टॅम्प हेमंत डोंगरे




ए.ए. जे. नेलर

मुद्रांक विभाग सोलापूर कोड नं. 2511005
 परवाना ता. 2/12/1998 नं. 9822186900

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

If NHAI considers it necessary in future to move the Sewerage pipe line for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of Public Health Engineer, Solapur Municipal Corporation, Solapur. Within stipulated reasonable time (Not exceeding 60 days) of the intimation given.


Public Health Engineer
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA दिनांक 06/07/2021

YU 941319

श्री सार्वजनिक आरोग्य अभियंता सो.म.पा.

यांनी रुपये 900/- चा जनरल स्टॅम्प मागितलेवरून हस्ते

हा रुपये चा स्टॅम्प घेवतीस

रुपये चा स्टॅम्प घेतले



ए.आर. शेट्टी

मुद्रांक विभाग सोलापूर कोड नं. 2511005

परवाना ता. 2/12/1998 मो. नं. 9822186908

UNDERTAKING

We, Public Health Engineer, Solapur Municipal Corporation, Solapur having its registered office "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application for Sangli - Solapur NH-166 Road crossing of Length 45 M at KM 373/940 at Shelgi Nala Bridge from LHS to RHS for the total length of 45.00 Rmt, in the state of Maharashtra, that

- i) Sewerage pipe line will not have any deleterious effects on any of bridge components & roadway safety for traffic.
- ii) For 4 – 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 NHAF”, for future 6- lanning or any other development.


Public Health Engineer
Solapur Municipal Corporation
Solapur

Sub : Solapur city underground Sewerage scheme (For Sewerage Zone I to IV, VI and IX to XIII) Under Atal Mission for Rejuvenation and Urban Transformation (AMRUT Mission) Across of National Highway no. 166).

DETAILS REGARDING SEWERAGE PIPE LINE ROAD CROSSING AT FOLLOWING LOCATIONS.

1. 1400 mm dia Sewer Line, 1800 mm dia M.S. Casing pipe line Crossing proposed at KM 373/940 at Shelgi Nala Bridge by Push Through method.

1. (i)	Name of Company asking for Permission	:	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.
(ii)	Full Address (Registered)	:	Public Health Engineer, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.
(iii)	Details & purpose for laying the pipe line	:	1400 mm dia Sewer Line, 1800 mm dia M.S. Casing pipe line Crossing proposed at KM 373/940 at Shelgi Nala Bridge by Push Through method.
(iv)	Any other details regarding laying	:	
	(a) Distance of proposed site from Centre of the road at the Extreme edge within the road To boundry.	:	Distance from Center towards Road Crossing at KM 373/940 RHS = 22.50.00 M, LHS = 22.50 M,
	(b) Whether it is possible to lay the proposed lines or not Reasons.	:	Yes, its possible.
2.	Details regarding road alignment Where UG is to be laid along the road.	:	
(i)	Name of Road	:	Sangli - Solapur NH- 166 Sewerage pipe line crossing at Chainage no. 373/940 M.
(ii)	Category of Road	:	National Highway Ratnagiri - Sangli - Solapur NH- 166.
(ii)	Width of the road	:	45 m.
(a)	Formation width measured from Earthen bank	:	N.A.

(b)	Black top road carriage – way Width	:	10.5 m MCW +7 M service road at both sides
(c)	Road boundry	:	Road boundry from Center towards Road Crossing at KM 373/940 LHS – 22.50 M RHS = 22.50 M.
(d)	Location of Sewerage pipe line laying along	:	Ratnagiri - Sangli - Solapur NH- 166 Sewerage pipe line crossing at Chainage no. 373/940 Km Total Road crossing = 45.00 M.
3.	Details to be supplied on lay out Drawings.	:	3 sets of proposed route drawings are enclosed.
4.	GEOGRAPHICS OF THE SEWERAGE PIPE LINE ROUTE		
(a)	Dimension of the Sewerage pipe line pipe	:	1400 mm dia Sewer Line.1800 mm dia casing M.S. pipe line Crossing proposed at KM 373/940 at Shelgi Nala Bridge by Push Through method.
(b)	Right of way	:	Vested with the NHAI, the proposed Sewerage pipe line will be laid within the road boundry of NH- 166.
5. (i)	This is to certify that no Govt. Road land shall be occupied by Public Health Engineer, Solapur Municipal Corporation, Solapur. Except for the purpose of laying of UG Sewerage pipe line.		
6. (ii)	This is to certify that the work shall be in accordance with the Govt. Rules and regulations in force from time to time and binding to Public Health Engineer, Solapur Municipal Corporation, Solapur.		
7.(iii)	This is to certify that all required Cost and fees as per rules and regulations of the Govt. will be deposited timely.		

Date :

Place : Solapur

Public Health Engineer
Solapur Municipal Corporation
Solapur

**Conditions to be enclosed / incorporated in the approval letter for
permission for laying of Sewerage pipeline.**

1. The period of validity of way permission shall be co – terminus with the validity of license given by the Ministry of communications / DoT.
2. The Sewerage pipe line shall be laid at the edge of the right of way within 2 m utility Corridors.
3. The top of the casting conduit pipe containing the pipeline shall be at least 1.60 m below the surface of the road subject to being at least 0.60 m below the drain inverts.
4. The licensee shall ensure making good the excavated trench for laying Sewerage pipe line by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench cleaning debris / loose earth produced due to execution of trenching at least 1 Km m away from the edge of the right of way.
5. The licensee shall furnish a Bank Guarantee @ Rs. 100/- Per running Meter. The NHAI, 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 Sewerage pipe line by proper filling and compaction, clearing debris / loose earth produced due to execution of trenching at least 1 Km m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris / loose earth.
6. In case of the work contemplated herewith is not completed to the satisfaction of the NHAI, 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. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavated, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
7. The licensee shall shift the cables / ducts within 30 days (or as specified by the respective agency / owner) from the date of issue of the notice by the NHAI, Govt. of India to shift / relocate the cables / ducts, in case it is so required for the purpose of improvement / widening of the road / route / highway or construction of flyover / bridges and restore the road / land to its original condition at his own cost and risk.
8. Regarding the location of other cables, underground installation / utilities etc. the licensee shall be responsible to ascertain from the irrespective agency in co ordination with NHAI. The licensee shall ensure the safety and security of already existing cables / underground installation / utilities facilities etc. before commencement of the excavation.
9. The licensee shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved owner for any direct, indirect or consequential damage caused to them / claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co – ordination with NHAI shall also have a right to make good such damages / recover the claims by way of invoking of Bank guarantee furnished by the licensee.
10. If the licensee fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
11. The licensee shall procure insurance from reputed insurance company against damages to already existing cables / underground installation / utilities / facilities etc. during trenching.

12. The licensee has to cross the NH by horizontal drilling method (Trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
13. Existing CD work shall not be allowed for laying the pipeline and shall be crossed by HDD method only.
14. No trenching will be done on pucca road, boring method will be used in pucca road and Pipeline will be laid at the extreme edge of the road in the non – BT surface only.
15. The licensee shall inform / give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance / repair work. A separate work plan and a separate performance Bank Guarantee @ Rs. 50/- per meter length for maintenance / repair work shall have to be furnished by the licensee.
16. Each day the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
17. The licensee, shall indemnify the concerned agency in co – ordination with NHAI, against all damages and claims if any due to the digging of trenches for laying pipeline.
18. The NHAI has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cable / ducts, he will have to furnish a separate bank guarantee.
19. The licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said Drinking Sewerage pipeline.
20. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route / road / highway / land / property other than what is herein expressly granted.
21. During the subsistence of this agreement, the laying telecom cables / ducts located in highway land property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
22. The licensee shall bear the stamp duty charged for the agreement.
23. The Sewerage pipeline shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying Pipeline / ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co – ordination with the owner has been obtained.
24. Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the 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 nor shall it be absolved from any liability already incurred.
25. The licensee shall have to provide barricading, danger lighting and other necessary caution board while executing the work and during maintenance.
26. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
27. After the termination / expiry of the agreement, the licensee shall remove the cables / ducts within 90 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables / ducts. However, before taking up the work of removal of pipeline the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by

proper filling and compaction, cleaning debris loose earth produced due to excavation of trenching at least 50 m away from the edge of the right of way.

28. If NHAI is required to do some emergent work the licensee will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
29. The enforceability of the Right of way permission granted here in shall be restricted to the extent of provisions / scope of service contained / defined in the license agreement of the license with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right of way facility is not to enhance the scope of licensee of the department of Telecommunication.
30. Strict compliance of the following by the Project Director.
 - a) The provisions of clause No. XXII of the license (Annexure – II) to NHAI guideline dated 07-11-2000 should be adhered to, if the licensee fails to inform the commencement of laying of pipeline 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the NHAI guideline date 07-11-2000.
 - c) An interim execution progress report / status report shall be submitted to NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of pipeline, as per the specification / stipulation and the alignment as approved.
 - d) The final completion certificate shall be issued / submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition / stipulation contained in the agreement, NHAI guideline dated 07-11-2000 and the approved plan.
 - e) To obtain a performance bank guarantee @ Rs. 100/- per running meter of NH from the licensee to safe guard the interest of NHAI from the licensee to safe guard the interest of NHAI.
 - f) Proposal for permission along NH Sections which are proposed to be taken up by NHAI for development through private sector participation on BOT basis, following clause should 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 up – gradation of **NH-166** section from Km 373/940 at Shelgi Nala Bridge from LHS to RHS for Road crossing Build Operate and Transfer basis and therefore, the licensee shall honour the same.*
 - g) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed) issued vide Ministry Circular No. RW/NH/33044/17S&R dated 23-07-2003.
 - h) Project Director is authorized to sign an agreement with the applicant, on behalf of NHAI as per NHAI circular No. NHAI/OFC/2K/Vol-II dated 07-11-2000.

Methodology of laying M.S. Casing Pipe.

➤ As per MJP CSR Specification –

Pushing of 1800 mm dia. M.S. Pipes for Road crossing by push through method in all types of strata by using hydraulic jack and drilling machines of 1800 mm diameter of below M.S. casing pipes, lowering, laying, jointing of material, required welding machinery, tripod, chain pulley block crane blower, compressor, loading and unloading of machinery into the trench etc. transportation and dewatering etc. complete. Lowering, Laying and jointing of 1400 mm dia. O.D. M.S. pipe of 12 mm thick.

➤ Actual Field Methodology –

- The pilot hole is drilled with a diameter of 100 mm along the proposed design centerline.
- Then, the pilot hole is enlarged by backreaming to the desired 964 mm diameter by successive passes of different-sized backreamers, to install the desired utility product pipe.
- The product pipe is connected to the end of the drilling rod and backreamer assembly by a swivel and pulled through the enlarged pilot hole.
- The pilot hole is normally drilled by a surface launched rig with an inclined carriage, that is typically adjusted at an angle of 8 to 18 degrees from the surface of the ground for entrance and between 8 and 12 degrees at the exit. Rotating the drill bit, assisted by the thrust force transferred from the drill string, performs soil cutting in the mechanical drilling process. The mechanical drill bits may vary from a slim cutting head with a slanted face for small and short bore applications to a diamond mounted roller cutter used with mud motors for large and long crossings.
- The utility boring method utilizes high pressure, low-volume drilling fluid, usually bentonite mud, to jet through shallow, soft soil formations to ensure the surrounding formation will not become saturated and unstable.
Lowering, Laying and jointing of 1400 mm dia. O.D. M.S. pipe of 12 mm thick.