

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

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

कार्यालय : प्लॉट नं. ई−२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे, जुळे सोलापूर, सोलापूर-४९३००४ (महाराष्ट्र)
Office : Plot No. E- 2, Jai Jalaram Nagar, Behind Shivdare College, Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379
ई−मेल /Email : solapur@nhai.org; piusolapur@gmail.com * वेब /Web : https://nhai.gov.in

No.: NHAI/PIU/SLP/Akk-Sola/NH-150E/2022/ 5992

Date: 28.03.2024

INVITATION OF PUBLIC COMMENTS

Sub: Four laning of Akkalkot - Solapur section of NH-150 (E) from Km. 99/400 to Km. 138/352 in the state of Maharashtra - Permission for laying of 33KV underground cable by Horizontal Directional drilling method (HDD method) for electrical cable across National highway at Km. 119+700 abutting on the boundary of NH- 150E on the boundary of Akkalkot - Solapur Road in the village Valsang, Tal. South Solapur, Dist. Solapur in the state of Maharashtra - Reg.

Ref.:

Sir,

i. Tata Power Renewable Energy ltd., Mumbai, letter no. 01 dated 15.03.2024.

- 1. Tata Power Renewable Energy ltd., Mumbai regarding Permission for laying of 33KV underground cable by Horizontal Directional drilling method (HDD method) for electrical cable across National highway at Km. 119+700 abutting on the boundary of NH- 150E on the boundary of Akkalkot Solapur Road in the village Valsang, 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 is invited to the below mentioned address, which should reach to this office within 30 days from the date of publication beyond which no comments shall be entertained.

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

धन्यवाद!

भवदीय

(अमित पाण्डेय) उपप्रबंधक (तकनिकी) भा.ग.ग.प्रा. प.का.ई, सोलापूर

प्रतिलिपी :--

- i. CGM (Tech) RO Mumbai for information please.
- ii. Tata Power Renewable Energy ltd., Mumbai for information.
- iii. IE M/s. Dhruv Consultancy Services Ltd. for information.
- iv. Concessionaire M/s. GR Akkalkot Solapur Highway Pvt. Ltd.- For information
- v. Master file.



Ref: TATA/RE/Solapur/2024/01

Date-15.03.2024

To, The Project Director, NHAI, PIU, Solapur.

Subject: Issue of NO Objection Certificate (NOC) & the Permission for Laying of 33KV underground cable by **Horizontal Directional Drilling method (HDD method)** for electrical cable across National Highway at Km. 119+700 abutting on the boundary of **NH-150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal-South Solapur, Dist.- Solapur in the state Maharashtra

Sir,

We hereby to propose the Permission for Laying of 33KV underground cable by **Horizontal Directional Drilling method (HDD method) for** electrical cable across National Highway at Km. 119+700 (From LHS to RHS in the project highway) abutting on the boundary of **NH-150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal- South Solapur, Dist. - Solapur in the state Maharashtra

With regards to the captioned Subject we are duly submitting 4 copies of proposal. We hereby to abide the terms and conditions of MoRT&H and Circular No.RW/NH-33044/29/2015-S&R(R) dated 22th November, 2016.

We will be obliged if you could arrange to inspect site and recommend our proposal for issue of No Objection Certificate (NOC) & Permission for Laying of 33KV underground cable by **Horizontal Directional Drilling method (HDD method)** for electrical cable across National Highway for the same.

This is for your information & Necessary action.

Thanks & Regards

For, TATA Power Renewable Energy Ltd,

Rohan Pawar

Project Development,

Tata Power Renewable Energy Limited

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Date: 03-11-2023

TO WHOMSOEVER IT MAY CONCERN

AUTHORITY LETTER

We hereby authorize the following person, to sign on behalf of the Company or any of its subsidiaries for, such deeds and agreements, not limited to the execution of Agreement to Sale ("ATS"), Agreement to Lease ("ATL"), Lease Deeds, sale deed, as well as application forms for submission to Revenue Department, for setting up for Renewable Energy along with documents for statutory compliance for seeking permits / NOC's / approvals for solar power project at Achegaon for up to 270 MW capacity in the state of Maharashtra not exceeding 1250 Acres. Mr. Rohan Pawar, Diploma Engineer Trainee – Civil, Project Development.

Mr. Rohit R. Habbu

Head - Project Development,

TPREL

So.

Mr.Santosh Narayan Group Head Project Development, TPREL



Plands. Sap-Attested

(Formerly known as Industrial Power Infrastructure Limited)
C/o. The Tata Power Company Limited
Corporate Centre, B Block, 34, Sant Tukaram Road,
Carnac Bunder, Mumbai 400 009,
Tel: 91 22 6717 1000 Extn: 1626
CIN: U40108MH2007PLC168314

CHECKLIST

Enclosure to Ministry of Road Transport and Highways Circular No-RW /NH-333044/27/2005/S&R(R), Government of India dated 07.08.2013 & F.No. RW/NH-33044/29/2015/S&R(R) dated 22 Nov. 2016.

Sr.	Item	Information / Status	Remarks
No			
1.	General Information	33Kv Highway crossing	
		underground cable	
		connection.	
1.1.	Name and Address of the Applicant	TATA Power	
		Renewable Energy Ltd.	
		At Corporate Centre B	
		Block, 34 Sant Tukaram	
		Road, Camac Munder,	
		Mumbai- 400009.	
1.2.	National Highway	NH – 150E	
1.3.	State	Maharashtra	
1.4.	Location	Village-Valsang,	
		District- Solapur	
1.5.	Chainage in Km	Ch.119+700	
		(From LHS to RHS of	
		the project Highway)	
1.6.	Length in meters	45m	
1.7.	Width of available ROW	45m	
	(a) Left Hand Side from center line	22.5m	
	towards increasing Chainage		
	(b) Left Hand Side from center line	22.5m	
	towards increasing Chainage		
1.8.	Proposal to lay the cable		
	(a) Left Hand Side from center line	As above	
	towards increasing Chainage		
	(b) Left Hand Side from center line	As above	
	towards increasing Chainage		
1.9.	Proposal to acquire land	NO	
	(a)Left Hand Side from center line	NA	
	(b)Left Hand Side from center line	NA	
1.10.	Whether proposal is in the same side	Not Applicable	
	where land is not to be acquired.	• •	
	If not then where to lay the cable	At the extreme edge of	
	, and the second	the ROW Boundary	
1.11.	Details of already laid services, if any,	NO	
	along the proposed route.		
1.12.	Number of lanes (2/4/6/8 lanes)	4 Lanes	
	Existing		
1.13.	Proposed Number of Lanes (2 lane	4 Lanes with paved	
	with paved shoulders/4/6/8 lanes)	shoulders	

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1.14.	Service ro	ad existing or not	NO	
		n which side	NA	
	(a) Le	ft side from center line	NA	
		ght side from center line	NA	
L.15.		Service Road	NA	
	(a) Le	ft side from center line	NA	
		ght side from center line	NA	
1.16.	Whether the serv	proposal to lay cable is after ice road or between the oad and main carriageway	Across the Main Carriageway by crossing underground cable connection.	
1.17.	The pern	nission for laying cable shall ered for approval/rejection		
	(i)	Where the ROW is more than 45m then the duct cable laid at the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening.	NA	
	(ii)	Where land is yet to be acquired for 4 Laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2m width, on that side of existing carriageway where extra land is not proposed to be acquired for 4-laning.	NA	
	(iii)	Where the widening plan for 4-laning is not yet decided and available ROW is around 30m less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5m to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.		
	(iv)	Where ROW is restricted and adequate only to accommodate the carriageway, central verge,		







4.	reliui mance bank duai ancee	receiving demand note	
4.	two witnesses Performance Bank Guarantee	Will be given after	
3.	Draft license Agreement signed by	Enclosed	
	outside parapet)	D11	
	method of laying (whether to be hung		
2.4.3	Laying CABLE through CD works and	No	
and a disolat	Drilling (HDD) Method		
2.4.2	Horizontal Directrectionalional	Yes	
4.4.1	Methodology of refilling of trench	110	
$\frac{2.4}{2.4.1}$	Open trenching method. If yes,	No	
2.4	Methodology for laying of CABLE	Yes Enclosed	
	stone, intersections, cross drainage works etc.		
	from the edge of ROW, important mile	1	
	ROW, distance of proposed, cable		
	cable crossing, Chainage, width of		
2.3	Strip plan/Route Plan showing the	Yes, enclosed	
	and location of cable for HDD method.	37 1 1	
2.2	Cross section showing the size of pit	Yes, Attached	
	than 1.2m in width in multiple ducts.		
	0.45m wide) should not be greater		
	it normal size of 1.150Em deep x		
	trench for open trenching method (Is		
2.1	Cross section showing the size of	NA	
	the proposal		
2.	Document/Drawings enclosed with	Yes Enclosed	
	technology.		
1,41,	it shall only be through trenchless	, - ,	
1.21.	If crossing of the road involved if, Yes	Yes, By HDD Method	
	ducts within stipulated time frame.		
1.20.	programmer to lay their respective	1147	
1.19.	Whether the case of multiple licenses If so furnish a joint implementation	NA	
1.10	Stretch Whather the case of multiple licenses	No	
1.18.	No. of applications on the same	1	
1.10	permission may be refused.	1	
	cable/ducts, the		
	embankment) for laying of		
	to the toe of the		
	(available ROW restricted		
	conveniently earmarked		
	corridor cannot be		
	(v) Where land strip for utility	No	
	laid clear of the drain.		
	terrain), the cable shall be		
	through hilly/rolling		
	shoulders and drains (e.g. highways in cutting		







4.1	Performance BG as per ministry's circular No RW/NH-33044/27/2005-		
	S&R(R) (PT) dt. 07.08.13 to be obtained @ Rs-100/- per meter length	Yes	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Yes	
5	Affidavit / Undertaking from the app		
5.1	Not Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Yes, Undertaking enclosed Yes Enclosed	
5.2	Renewal of Bank Guarantee		
5.3	Confirming all standard condition of NHAI'S guideline	Yes undertaking enclosed	
5.4	Shifting of CABLE as and when required by NHAI at their own cost	Yes undertaking enclosed	
5.5	Shifting due to 6/8 Lining/widening of NH as and when required due to 6/8 Lining by NHAI at their own cost	Yes undertaking enclosed	
5.6	Indemnity against all damages and claims what's ever kind that may to be NHAI or to many third party in the ROW during installation Operation & maintenance	Yes undertaking enclosed	
5.7	Traffic movement during laying of CABLE to be managed by the applicant	Yes undertaking enclosed	
5.8	If any claim is raised by the concessionaries then the same has to be paid by the applicant	Yes undertaking enclosed	
5.9	Prior approval of NH shall be obtained before undertaking any work of installation shifting or repairs or alterations to the underground cable will be borne by the Agency owning the Line	Yes undertaking enclosed	
5.10	Expenditure, if any incurred by NH for repairing any damage caused to the National Highway by the laying/maintenance or shifting of the underground cable will be borne by the Agency owning the Line.	Yes undertaking enclosed	
5.11	If NH considers it necessary in future to move the utility line for any work of improvement or repair to the road, it will be carried out as desired by NHAI at the cost of the Agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes undertaking enclosed	







5.12	Certification from the Applicant in the following format		
	i) laying of underground cable will not have any deleterious effect on any of the bridge components and roadways safety for traffic	Yes undertaking enclosed	
	(ii) For 4/ 6/8 Lining "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 further six Lining or any other development.	TIATIA D	
6.	Who will sign the agreement on behalf of underground cable	TATA Power Renewable Energy Ltd.	
7.	Certificate from the Project Director	Will be enclosed by Project Director	
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No.RW/NH-33044/17/2000-S&R dated-29.09.2000 and NHAI'S guidelines issued vide No.NHAI/OEC/2K/Vol II dated 07.11.2000 and Ministry's circular No. RW/NH-33044/27/2000-S&R dated 06.08.2013	Enclosed	
	Certificate from PD in the following format (i) it is certified that any other location of the electric cable would be extremely difficult and unreasonably costly and the installation of CABLE within ROW will not adversely affect the design, stability and traffic safety of the highway nor the likely future improvement such as widening of the carriage way, easing of curve etc. (ii) for six Laning 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 in case feasibility report is not available, I do certify that sufficient ROW is available at site for	Enclosed	







8.	If NH section proposed to be taken up by 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 of way to the concessionaire under the concession Agreement for up gradation of Bangalore Houser section of NH-4 Build operate and Transfer basic and therefore, the Licensee shall honor the same	Yes	
9	Who will supervise the work of laying of CABLE	TATA Power Renewable Energy Ltd.	
10	Who will ensure that the defects in road portion after laying of CABLE are corrected and if not corrected then what action will be taken.	TATA Power Renewable Energy Ltd.	
11	Who will pay the claims for damages done/disruption in working of concessionaire if asked by the concessionaire	TATA Power Renewable Energy Ltd.	
12	Certificate from PD that he will proposed permission in the register of records of permission in the prescribed proforma (copy enclosed) issued vide Ministry circular RW/NH-33044/27/200-S&R dated 06.08.2016	Enclosed	
13	If any previous approval is accorded for laying of cable then photocopy of register of records of permissions accorded as maintained by Executive Engineer (as per Ministry circular No.RW/NH/33044/17/2005-S&R dated 06.07.2016) as referred in para 13 above is enclosed or not.	No	
14	Copy of IP License	Yes, Enclosed	
15	Power of Attorney in favor of Authorized Signatory	Yes, Enclosed	

TATA Power Renewable Energy Ltd.

Rohan Pawar Project Development

Maghmodo AHME

Annexure-II

[Enclosure to Ministry circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and]

Dated 23.07.2003 and F No. RW/NH-33044/2912015151S & R(R) dated 22 & Nov.2016.]

Format for Maintaining Records of Right of way permission granted for Horizontal Direct Drilling (HDD) for electrical cable across National Highway (To be maintained separately for every NH and SH, every PWD Division or equivalent)

1. Name of State

: NHAI

: Maharashtra.

Name of Agency (NHAI/PWD/BRO)

NH Number

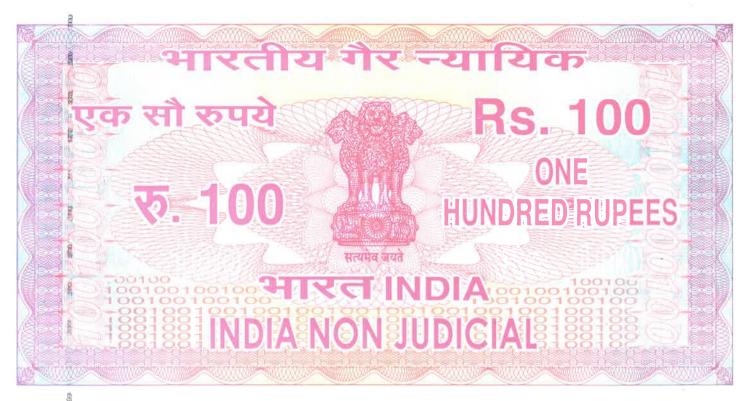
ς,

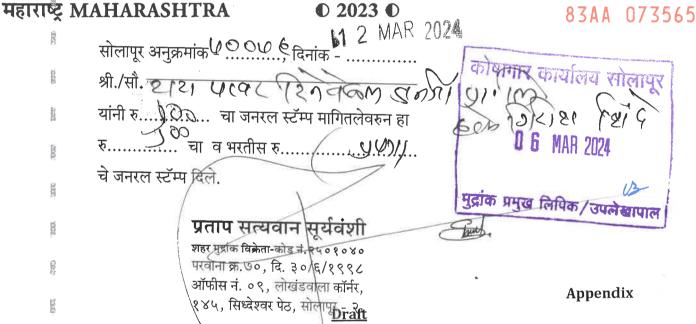
: NH-150E (Akkalkot - Solapur)

Remarks	
Any Deviation from Most Standard Norms	N _O
Date of Last inspectio n of Site	
Date of Validity of Agreement	
Date of signing of Agreement	
Name of Licensee and contact address	PRK Enterprises Katake Brothers B-567, Rajaswa Nagar, Near New R.T.O. Office, Vijaypur Road, Solapur-413004.
Kind of Service	Horizontal Direct Drilling (HDD) for electrical cable of 33kv across National
Section and Reach	
Location Chainage Section in km and Reach	At Valsang, Ch-119/700 (LHS) (From LHS to RHS of the project Highway)
S. So	-



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

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

Agreement for Laying of 33KV underground cable by Horizontal Directrectional Drilling method (HDD method) for electrical cable across National Highway at Km. 119+700 (From LHS to RHS in the project highway) abutting on the boundary of NH-150E on the boundary of Akkalkot - Solapur Road in the Village Valsang, Tal-South Solapur, Dist.-Solapur in the state Maharashtra



Whereas the Authority is responsible, inter-alia, for development and maintenance of lands abutting on the boundary of **NH-150E** on **Akkalkot** - **Valsang** - **Solapur Road** at Km. 119+700 (From LHS to RHS in the project highway)

Whereas the Licensee proposes to lay electrical cable referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission for Laying of 33KV underground cable by **Horizontal Directrectional Drilling method (HDD method) for** electrical cable across National Highway at Km. 119+700 (From LHS to RHS in the project highway) And whereas the Authority has agreed to grant such permission for way leave on the NH ROW as per terms and conditions hereafter mentioned.

Now this agreement witness that in consideration of the conditions hereafter 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 previsions/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, testing and commissioning, maintenance and operation and all other activities essential and required for efficient functioning of their own utility / industrial infrastructure facilities.
- 4. The Licensee shall pay license fees @ Rs /sq m month to the Authority. The License fee shall become payable from the date of handing over of ROW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility dusts 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 compound annually.
- 6. Present policy of the MORT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In case where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such dusts subjects 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 ducts shall not be less 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 top of the utility services shall be at least 0.6 meter below the ground level. However, any required safety measures as Directrectionaled by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specification of the Ministry.
- 12. Existing drainage structure shall not be allowed to carry the lines across.
- 13. The top of the casing/conduits pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a 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 than 60cms 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 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 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 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 least 50m away from the edge of the right of way;
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. Per route meter / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/ utility services & interference, interruption, disruption or failure cause 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. Not with standing this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ it's designed agency for any damage sustained by them by reason of the exercise of 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.



- 23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any Directrectional, inDirectrectional 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 highway. 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 damages are 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 of laying utility services, the Licensee has to execute the restoration work in a time bond 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 by 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 by considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically by renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall by 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 of 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 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 geo-tagged 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 she site at all time to the authorized representatives of Authority to inspect the Project Facilities and 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 anything contained with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:



- a. Operation repair and maintenance guidelines given by the 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 measure like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the ROW.
- 42. Any disputes in interpretation of the terms and conditions of the 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 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 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 WHEROF 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 BEHAL OF AUTHORITY.

BY SHRI	
(Signature, Name & address with stamp)	
SIGNED ON BEHALF OF M/S	 (LICENSEE)
00 102	

(Signature, Name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED ACCORDANCE WITH THE RESOLUTION NO.

EXECUTED IN

DATED PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON. IN THE PRESENCE OF (WITNESSES)

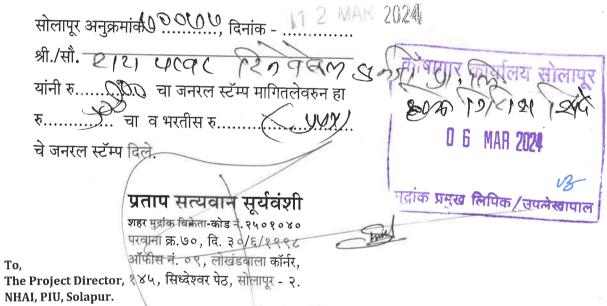
1. Mushahid Sadik Momin

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83AA 073566



NHAI, PIU, Solapur.

To,

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Undertaking

Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by Horizontal Directrectional Drilling method (HDD method) for electrical cable across National Highway at Km. 119+700 abutting on the boundary of NH- 150E on the boundary of Akkalkot - Solapur Road in the Village Valsang, Tal-South Solapur, Dist.-Solapur in the state Maharashtra

We are here to undertake that we will not damage to other Utility, if damaged than we are ready to pay the losses to NHAI or to the concerned agency.





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83AA 073567

The Project Director, NHAI, PIU, Solapur.

Undertaking

Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by **Horizontal Directrectional Drilling method (HDD method)** for electrical cable across National Highway at Km. 119+700 abutting on the boundary of **NH- 150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal- South Solapur, Dist.- Solapur in the state Maharashtra

We are here to undertake about the Renewal of Bank Guarantee if required.





To,

STORY.

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83AA 073568

सोलापूर अनुक्रमांक 600 C दिनांक 1 2 MAR 2024 यांनी रु...िक्ट.. चा जनरल स्टॅम्प मागितलेवरुन हा चा व भरतीस रु...... चे जनरल स्टॅम्प दिले MAR 2024 प्रताप सत्यवाने सूर्यवंशी मुद्रांक मम्ब निविक / ज्यानेखापाल शहर मद्रांक विकेता-कोड ने. २५०१०४० परवाना क्र.७०, दि. ३ व/६/१९९८ ऑफीस नं. ०९, लोखंडबाला कॉर्नर, The Project Director,१४५, सिध्देश्वर पेठ, सोलापूर - २. NHAI, PIU, Solapur. Undertaking

Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by Horizontal Directrectional Drilling method (HDD method) for electrical cable across National High way at Km. 119+700 abutting on the boundary of NH- 150E on the boundary of Akkalkot - Solapur Road in the Village Valsang, Tal-South Solapur, Dist.-Solapur in the state Maharashtra

We are here to undertake that we will follow and abide by confirming all Standard Condition of NHAI guidelines.







© 2023 ©

83AA 073569

ांक प्रमुख लिपिक/उपलेखापा

> प्रताप सत्यवान सूर्यवंशी शहर मुद्रांक विक्रेता-कोड नं २५०१०४० परवाना क्र.७०, दि. ३०/६/१९९८ ऑफीस नं. ०९, लोखंडबाला कॉर्नर, १४५, सिंध्देश्वर पेठ, सोलापुर - २.

The Project Director, NHAI, PIU, Solapur.

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Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by **Horizontal Directrectional Drilling method (HDD method)** for electrical cable across National Highway at Km. 119+700 abutting on the boundary of **NH- 150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal- South Solapur, Dist.- Solapur in the state Maharashtra

Undertaking

We do hereby undertake that necessary alteration including **Shifting of Power cable Line as and when required by NHAI** shall be carried out at our own cost and responsibility.

For, TATA Power Renewable Energy Ltd



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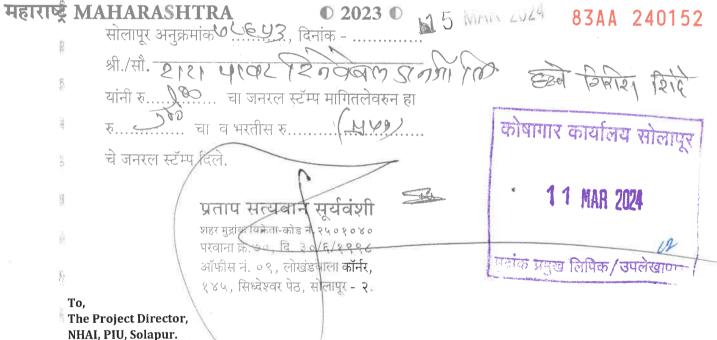
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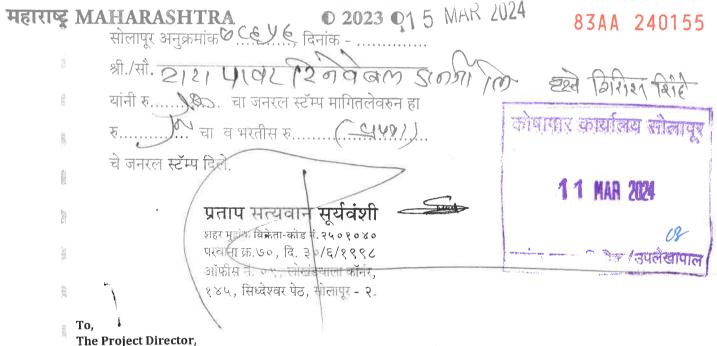


Undertaking

We do hereby undertake that necessary alteration including **Shifting due to 6/8** laning/widening of NH shall be carried out at our own cost and responsibility.







Undertaking

NHAI, PIU, Solapur.

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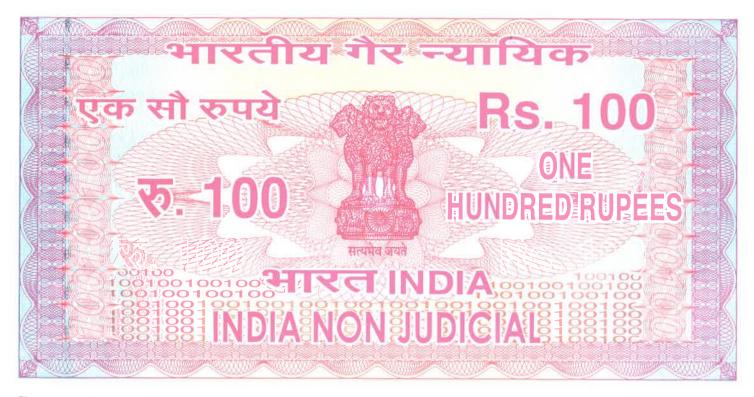
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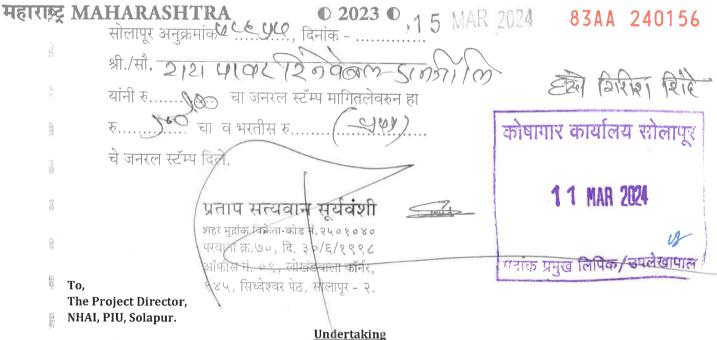
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Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by **Horizontal Directrectional Drilling method (HDD method)** for electrical cable across National Highway at Km. 119+700 abutting on the boundary of **NH- 150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal- South Solapur, Dist.- Solapur in the state Maharashtra

We do hereby undertake for Indemnity against all damage and claims clues (xxiv) during work.







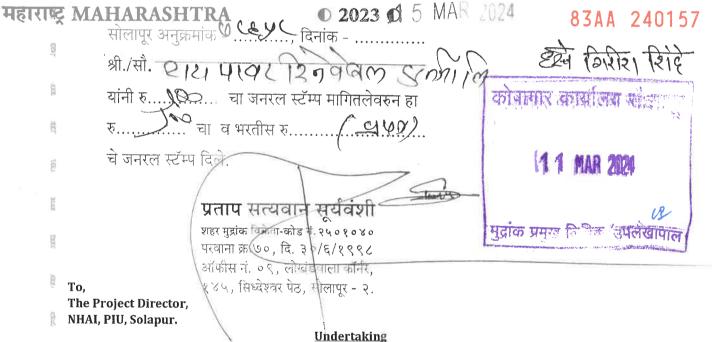
We do hereby undertake about Traffic movement during laying of power cable line to be managed by us.

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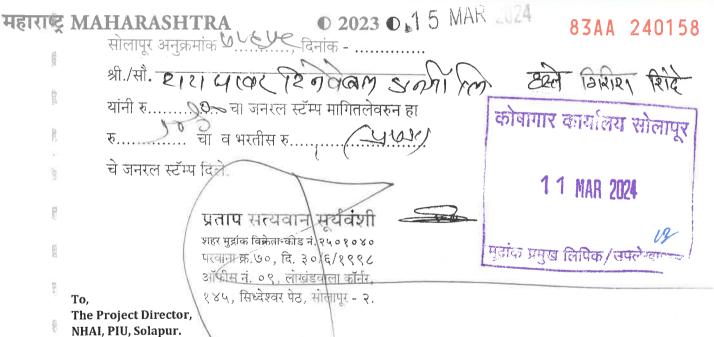
We do hereby undertake that **if any Claims is raised by the Concessionaire then the same has to be paid by us.**

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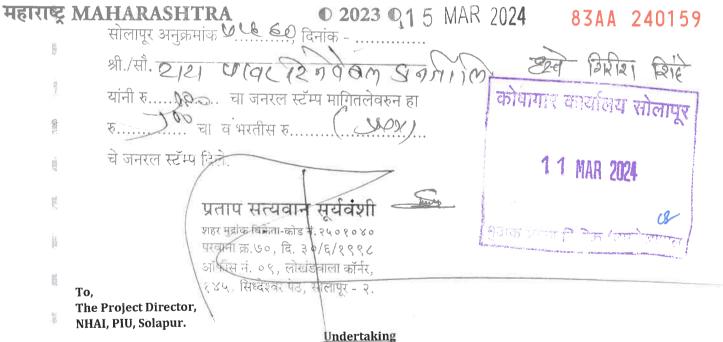


Undertaking

We do hereby undertake about prior approval of NHAI shall be obtained before undertaking any work of installation shifting or repair or alteration to showing Power line located in the National Highway Right of way.





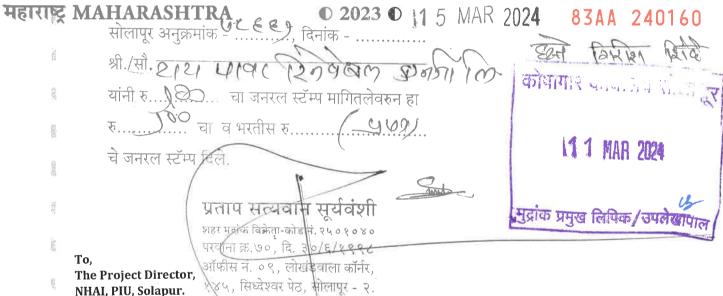


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We do hereby undertake that the Expenditure if any incurred by NHAI for repairing any damage caused to the National Highway by the laying/maintenance or shifting of the underground cable will be borne by the agency owning the line.







Undertaking

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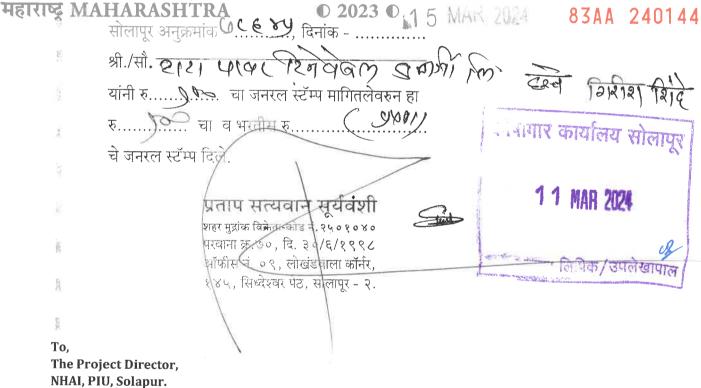
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We do hereby undertake that if NHAI considers it necessary in future to move the Utility line for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of the agency owning the Utility line within a reasonable time (not exceeding 60 days) of the intimation given.





<u>Undertaking</u>

Subject: Issue of NO Objection Certificate & Permission for Laying of 33KV underground cable by **Horizontal Directional Drilling method (HDD method)** for electrical cable across National Highway at Km. 119+700 abutting on the boundary of **NH- 150E** on the boundary of **Akkalkot - Solapur Road** in the Village Valsang, Tal- South Solapur, Dist.- Solapur in the state Maharashtra

We do hereby undertake that laying of underground cable will not have any deleterious effect on any of the bridge components and roadways safety for traffic

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1) i) Name of Applicant

TATA Power Renewable Energy Ltd.

ii) Full Address

: Corporate Centre B Block, 34 Sant Tukaram Road, Camac Munder,

Mumbai- 400009.

iii) Details & Purpose for laying the

: Horizontal Directrectional Drilling (HDD) for

33kv electrical cable connection.

2) Detail regarding road where pipe

To be laid

i) Name and No of NH

: Akkalkot - Solapur road, NH- 150E.

ii) ROW

iii) Km/Chainage

: Ch-119/700 (LHS) to Ch-119/700(RHS),

iv) Village

: Valsang.

v) Taluka

: South Solapur.

VI) District

: Solapur.

3) Details to be supplied on layout Drawings.

: 2 sets of proposed route drawings are enclosed.

4) Geographic's of the (HDD) cable line route. a) Dimension of the casing pipe

: 1000mm dia. MS pipe.

b) Right of way

: The proposed Horizontal Directrectional Drilling

Electrical cable laying will be laid

Across the NH- 150E.

5) This is to certify that no Government road land shall be occupied by TATA Power Renewable Energy Ltd, Mumbai. Except for the purpose of laying of underground cable line.

6) This is to certify that the work shall be in accordance with the Government Rules and regulations in force from time to time and binding to TATA Power Renewable Energy Ltd, Mumbai. This is to certify that all required Cost and Fees as per rules and regulations of the Government will be deposited timely.

Date: 15.03.2024.

Place: Solapur.

TATA Power Renewable Energy Ltd, Mumbai.

Methodology of laying 1000mm dia. casing of MS pipe by HDD method.

1. As per MJP CSR Specification-

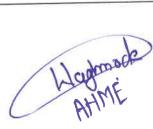
a. Pushing of 1000mm dia. MS casing pipe for road crossing by push through method in all types of strata by using hydraulic jack and drilling machines MS casing pipes, lowering, laying, joining of material, required welding machinery, tripod, chain pulley block Crain blower, compressor, loading and unloading of machinery into the trench etc., transportation and dewatering etc., complete. Lowering,

2. Actual field Methodology-

- a. The pilot hole is drilled with a diameter of 100mm long and proposed design centerline.
- b. Then, the pilot hole is enlarged by back reaming to the desired 1000mm dia. Of MS casing pipe with MS pipe. By successive passes of different sized back reamers, to install the desired utility product pipe.
- c. The product pipe is connected to the end of the drilling rod and back reamer assembly by a swivel and pulled through the enlarged pilot hole.
- d. 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 degree 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.
- e. The utility boring method utilizes high pressure, low-volume drilling fluid, usually Benton it mud, to jet through shallow, soft soil formations to ensure the surrounding formation will not become saturated and unstable.

ATA Power Renewable Energy Ltd, Mumbai.

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FOH-119/700 (LHS) to Ch-119/700 (RHS) at Vil-Valsang, Tal- South Solapur, Solapur. TATA Power Renewable Energy Ltd, CH-119/700 << LHS TO RHS CHECKED BY CROSSING OF 33 KV CABLE LAYING BY HDD METHOD CONSULTANT 五 AU9ALOS OT>> 15.03.2024 DATE NH - 120E LAYING OF 33 KV CABLE BY HDD METHOD AT CH-119/700 (LHS) to Ch-119/700 (RHS) at Vil-Valsang, Tal- South Solapur, Solapur. TO AKKALKOT >> **MS CASING** 1000MM DIA An SINE DETAILS Ltd

EWABLA

