

# भारतीय राष्ट्रीय राजमार्ग-प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

# National Highways Authority of India

(Ministry of Road,Transport & Highway) परियोजना कार्यान्ययन, 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.: NHAI/PIU/SLP/NH-166/OFC Cable/2020-21/ 23 16

Date: 27/08/20 ×4

# INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Watambare Mangalwedha section of NH-166 (from Ch. 276/000 to Ch. 321/600) in the state of Maharashtra on HAM - Permission to carry out push pipe in-casing work for laying of PDN (Pipe Distribution Network) of Sangola Branch Canal across the NH-166 for four laning of Sangola - Solapur Highway crossing at Ch. 300/589 - Reg- Reg.

Sir

- Executive Engineer, Minor Irrigation Division No. 1, Pandharpur has submitted the proposal for the carry out push pipe in-casing work for laying of PDN (Pipe Distribution Network) of Sangola Branch Canal across the NH-166 for four laning of Sangola - Solapur Highway crossing at Ch. 300/589.
- 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).
- 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,

भवदीय्

परियोजनानिदेशक

भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

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

ii. Master file.

BHARATMALA

\\Ganesh\d\Sangli-Solapur NH-166\Solapur Sangli OFC Cable\PRG-liVirigation -\Public doamain notice reg-OFC Cable laying docx





# Government of Maharashtra Water Resources Department

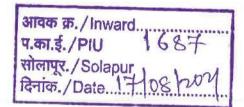
Executive Engineer, Minor Irrigation Division No.1, Pandharpur Ujjani Colony, Chandrabhaganagar, Pandharpur. Pin - 413304

No. MID-1/PPR/PB-5/03/9 / Year-2021.

Date - 7 /08/2021.

To,

The Project Director-NHAI Project Implementation Unit, Solapur Division Solapur-413004.



Sub:-Permission to carry out push pipe incasing work for laying of PDN (Pipe Distribution Network) of Sangola Branch Canal across the NH-166 four laning of Sangola-Solapur Highway crossing at Ch. 300/589.

Ref.:- Project Director, NHAI, PIU, Solapur letter No. NHAI/PIU/SLP/ NH-166/Irrig./2020-21/3272, dated - 03/11/2020

We are planning to lay PDN (Pipe Distribution Network) pipe line of Sangola Branch Canal across the NH-166 four laning of Sangola-Solapur adopting push pipe encasing method.

We are intending to lay our PDN with minimum excavation or damage to the landscape across the road. We shall take care to minimize inconvenience to public and traffic during the work and reinstatement works.

We request you to grant permission to carry out above work. We shall do the restoration work as per NHAI guidelines and specification at our own cost.

We request you to accept and acknowledge our application letter and kindly issue the permission for the above work.

We are attaching herewith the drawing for your reference and records.

Thanking you.

D. A.: Proposal with agreement.

original + 2 Zerux Copy

Executive Engineer

Minor Irrigation Division No.1

Pandharpur

9421956210 - S.S. Pahl 9922912419 - Piylde R.H

#### Annexure I

### Public Utility provider and Industrial infrastructure

#### A. Public Utility Provider

A Public Utility Provider in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

## B. Eligible activities for Industrial Units or 'Industrial Infrastructure'

Industrial Infrastructure in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility



# Annexure - II

( Enclosure to Ministry Circular No. RW/NH-33044/17/2000/S & R, dated 29.09.2000 ) dated 23/07/2003 and F No. RW/NH-33044/29/2015/S & R (R) dated 22 nd Nov. 2016.

# Format for Maintaining Records of Right of Way permission granted for laying Water Pipe Line.

( To be maintained separately for every NH and State )

1. Name of State

: Maharashtra

2. Name of Agency (NHAI) : NHAI

3. NH Number

: NH-166

Sr. No.	Left or right side of NH (towards increasing chainage Km. direction)	Location ( Chainage in Km.)	Kind of service	Name of Licensee and contact address	Date of signing of agreeme nt	Date of validity of agreeme nt	Date of last inspec tion of site	Any deviatio n from most standard norms	Remarks
1	Across the NH-166 at Ch. 300/589 M.	Push pipe encasing work for Laying PDN (Pipe Distribution Network) of Sangola Branch Canal across the NH on NH-166 four laning of Sangola-Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.	Irrigation water supply to land	Executive Engineer, Minor Irrigation Division No.1, Pandharpur Ujjani colony, Chandrabha ganagar, Pandharpur, Dist. Solapur				No	



**Executive Engineer** Minor Irrigation Division No.1, Pandharpur

## **Check List**

Guidelines for Project Directors for processing the proposal for laying of Water Supply Pipe Line in the land across National Highway vested with NHAI

### Relevant Circulars

- 1) Ministry Circular No. NH-41 (58)68 dated 31.01.1969.
- 2) Ministry Circular No. NH-III/P/66/76 dated 1~/19.11.19776
- 3) Ministry Circular No. RWINH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RWINH-11017/1/86-DOI (ii) dated 28.7;1993
- 5) Ministry Circular No. RW/NH-11037/1/86IDOI dated 19.1.1995
- 6) Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999
- 7) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003

Check list for getting approval for laying of Water Supply Pipe Lines on NH land

Sr. No.	Item	Information / Status	Remarks	
1	General information			
1.1	Name and Address of the Applicant	Executive Engineer, Minor Irrigation Division No.1, Ujjani Colony, Pandharpur.		
1.2	National Highway Number	NH-166		
1.3	State	Maharashtra		
1.4	Location	Sangola-Solapur highway	ır highway	
1.5	(Chainage in Km)	300/589		
1.6	Length in Meters	60 meter		
1.7	Width of available ROW			
	(a) Left side from center line towards increasing chainage /km direction	-		
	(b) Right side center from line towards increasing chainage / Km direction	-		
1.8	Proposal to lay pipe line			
98	(a) left side from center line towards increasing chainage /km direction	-		
	(b) Right side from center from line towards increasing chainage / Km direction			
1.9	Proposal to acquire land			
	(a) Left side from center line	No		
	(b) Right side from center line	No		
1.10	Whether proposal is in the same side where land is not to be acquired.  If not then where to lay the pipe line	Across the NH 166 @ Ch.300/589		
1.11	Details of already laid services, if any, along the proposed	No		
1.12	Number of lanes (2/4/6/8 lane) existing	4 lane		
1.13	Proposed number of lanes (2 lanes with paved shoulders/4/6/8 .lanes)	NA		
1.14	Service road existing or not	NA		
	If yes then which side	NA		
	(a) Left side from center line	NA		
	(b) Right side from center line	NA		
1.15	Proposed Service road	NA		
	(a) Left side from center line	NA		
	(b) Right side from center line	NA		
1.16	Whether proposal to lay Water Supply Pipe line is after service road or between the service road and main carriageway	Across the road		
1.17	The permission for laying of Water Supply Pipe line shall be considered for approval/rejection based on	NA :		

2.0	Document / Drawings enclosed with the proposal	Yes enclosed	
2.1	Cross section showing the size of trench for open trenching method (is it normal size of 1,2m deep x 0.3 m wide)	Yes	¥
	(i) should not be greater than 60 Cm wider than the outer diameter of the pipe	Yes	
	(ii) located as close to the extreme edge of the right- of- way as possible but not less than 15 meter from the centre lines of the nearest carriage way	Yes	
	(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges	Yes	
	(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstructure drainage of the road land.	Yes	
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes	
2.3	Strip plan/route plan showing Water Supply pipeline chainage, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersection, cross drainage works etc.	Yes	
2.4	Methodology for laying of showing Water Supply pipe line	·	
2.4.1	Open trenching method, (May be alllowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	NA	
	(a) The trench width should be at least 30 cm, but not more than 60 corn wider than the outer diameter of the pipe.	NA	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps; clods and cobbles and graded to yield a firm surface without sudden change in the bearing value.  Unsuitable soil and rock edged should be excavated and replaced by selected material.	NA	
	(c) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	NA	
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation ponding will not be permitted.	NA	
	(e) The road crust shall be built to the same strengh as the exsting crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	NA	
	(f) The excavation shall be protected by flagman, sign and barricades, and red lights during night hours.	NA	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line.	Yes	
2.4.2	Horizontal Directional Drilling (HOD) Method	Yes	

i

	any, deleterious effect on any of the bridge components and roadway safety for traffic.  (ii) for 6-lanning "We do undertaking that, I will relocate service road/approach road/utilities at my own cost not withstanding the permission granted within such time as will be stipulated by NHAI" for future six-lanning or any other development"		
6	Who will sign the agreement on behalf of Water Supply pipe line agency.	Executive Engineer, Minor Irrigation Dn.No.1, Pandharpur	
7	Certificate from the Project Director		
7.1	Certificate for conforming of all standard condition issued vide Ministry Circular No. Ministry Circular No.NH-41'(58) 68 dated 31.1.1969, Ministry Circular No. NHIII/ P/66/76 dated 18/19.11.1976, Ministry Circular No. RWINH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/861D0I dated 19.1.1995~ Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003		
7.2	Certificate from PD in the following format (i) "It is certified that any other location of the Water Supply pipe line would be extremely difficult and unreasonable costly and the installation of Water Supply pipe line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc". (ii) for 6-lanning (a) Where feasibility is available" I do certify that there' will be no hindrance to proposed six-laning based on the feasibility report considering proposed structure at the said location".  (b) In case feasibility report is not available "1 do certify that sufficient ROW is available at site for accommodating proposed six-laning".		
8	If NH Section proposed to be taken up by NHAI on BOT basis a clause to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of [section from Km to Km of NH No on Build. Operate and Transfer Basis] and there of, the licensee shall honour the same".	Yes	
9	Who will supervise the work of laying of Water Supply Pipe line	Executive Engineer, Minor Irrigation Dn.No.1, Pandharpur	
10	Who will ensure that the defects in road portion after laying of Water Supply Pipe line are corrected and if not corrected then what action will be taken.	Executive Engineer, Minor Irrigation Dn.No.1, Pandharpur	
11	Who will pay the claims for damages done / disruption in working of Concessionaire if asked by the Concessionaire	Executive Engineer, Minor Irrigation Dn.No.1, Pandharpur	
12	A certificate from PD that, he will enter the sed permission in the register of		
	Engline Engline	No. No. No.	



### AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

### FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay push pipe incasing work for laying of PDN (Pipe Distribution Network) of Sangola Branch Canal No.5 across NH on NH-166 four laning of Sangola-Solapur Highway crossing at Ch. 300/589. Total length 60 meter, in the state of Maharashtra.

12.5

200

1,250



This Agreement made this day of (month) of (year) between acting in his executive capacity through (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and Executive Engineer, Minor Irrigation Division No.1, Pandharpur having its Registered Office located at (hereinafter called the "Licensee") Ujjani Colony, Chandrabhaganagar, Pandharpur, Dist. Solapur. which expression shall unless excluded by repugnant to the context, include his successors/administrator assignces on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km. 300/584 to 300/594 of NII No.166 RoW.

Whereas the Licensee proposes to lay Telecom cable / OFC cable / electrical cable / pipe line / ducts etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay push pipe incasing works for laying of PDN (Pipe Distribution Network) of Sangola Branch Canal No.5 across NH on NH-166 four laning of Sangola-Solapur Highway crossing at Ch. 300/589. Total length 60 meter, in the state of Maharashtra.

And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per 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 fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- 4. The Licensee shall pay license fees @ Rs. /sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.



- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT&H 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 0.6 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 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 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 @ Rs. per route metre / Rs. per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forsciture 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 geotagged 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 coordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of a operation, repair and maintenance guidelines given by the manufacturers, b. the requirements of Law, c. the physical conditions at the Site, and d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be 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

inlgation

shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT &H/ NHAII implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

IN WITNESS 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.
BY SHRI ------

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S---

BYSHRI

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY ...... DATE ACCORDANCE WITH THE RESOLUTION NO. BOARD OF DIRECTORS IN THE MEETING HELD ON

EXECUTED IN

OUTPUT

DATED PASSED BY HTE

(LICESSE)Godbole)
Executive Engineer
Minor Irrigation Division No.1
Pandharpur.

IN THE PRESENCE OF (WITNESSES):

1.

2.



### UNDERTAKING

SERV

We Minor Irrigation Division No.1, Pandharpur, Ujjani Colony, Chandrabhaganagar, Pandharpur, Dist.- Solapur, Pin - 413304. We have applied to lay push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

We hereby do undertake that - In reference to our application for the route on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

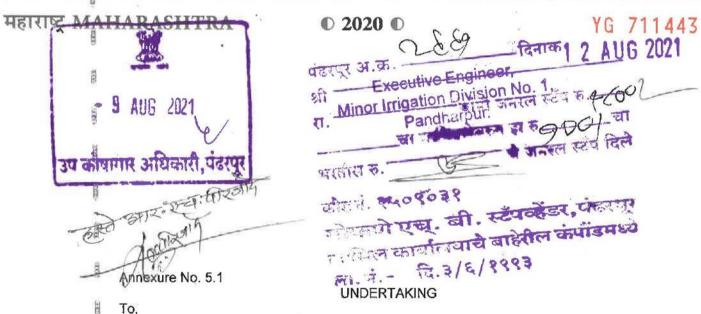
Page 1 of 2



- 1. The department shall not be responsible for any loss or damage to the pipe etc. that may occur due to any reason during/after laying the same.
- 2. In the event of any mis happening/accidents etc. while carrying, laying of pipe Minor Irrigation Division No.1, Pandharpur shall be liable to pay the any type of compensasion so claimed.
- 3. Minor Irrigation Division No.1, Pandharpur shall not cause any damage to the carriage way of the highway and structure like bridges, culverts, drains, building etc. and in case of failure. Minor Irrigation Division No.1, Pandharpur will be liable to make good the loss caused to the department.
- 4. Minor Irrigation Division No.1, Pandharpur shall lay the pipes under the guidance of the department.
- 5. The department shall not responsible in case the pipe line comes in the area under development in future at any time in such an eventuality shifting of the pipe line etc. shall be the liability of Minor Irrigation Division No.1, Pandharpur.
- 6. Minor Irrigation Division No.1, Pandharpur shall be responsible for any damage caused to the trees in the NHAI boundary it will be responsibility of Minor Irrigation Division No.1, Pandharpur to obtain permission for such likely foreseen/unforeseen damage from the competant authority.
- 7. In case of some unavailable circumstances if Minor Irrigation Division No.1, Pandharpur desires to across the carriageway, the same shall be done under the guidance of the department and under no circumstances, the carriageway shall be allowed to get damaged. The crossing of carriageway shall be allowed with pressure angle only.
- 8. While crossing the bridge/culverts, no additional dead load shall be allowed to be added to the existing structure.
- 9. In case of difficulty anywhere in the stretch, Minor Irrigation Division No.1, Pandharpur shall contact the concerned engineer of the department.
- 10. We hereby undertake to submit a performance bank guarantee of any amount as may be demanded by NHAI.
- Minor Irrigation Division No.1, Pandharpur shall be solely responsible/liable for full comensasion/indemnification of concerned agency/aggricved owners for at our cost and risk.
- 12. Pipe line would be laid keeping in mind future expansion 4/6 laning of the NH. However, we also agree that we shall shift the pipe line within 30 days for as specified by the respective agency/owner from the date of issue of notice by the concerned owner to shift/relocate the 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.
- 13. We will not violate the instruction of MORT & H (Ministry of Road Transport & Highways), New Delhi.
- 14. It is undertaken that the pipe line will be laid out by push method.
- 15. The agency will notify the concerned PD/Concessionnaire at least 15 days in advance before digging trenches across the road.
- 16. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
- 17. Each day the extant of digging trenches should be strictly regulated so that the pipes are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of engineer in charge.
- 18. The agency shall indemnify the road all the damages, if any, due to the digging of trenches for the laying of pipe line.







To,
The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.
From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch.

300/589. Total length 60.00 meter in the state of Maharashtra.

We are agree not to damage to other utility if damaged then to pay the losses

either to NHAI or to the concerned agency.

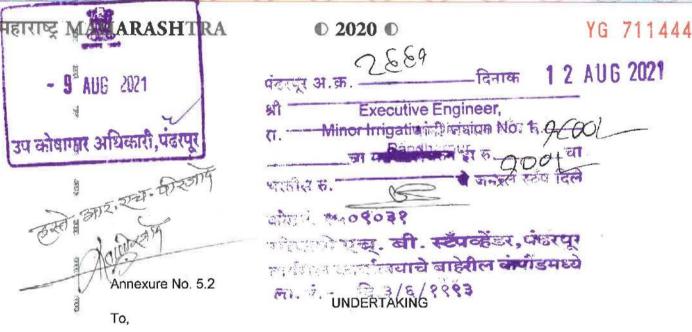
Executive Engineer,
Minor Irrigation Division No.1,
Pandharpur.
(Authorised Signatory)

100









The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

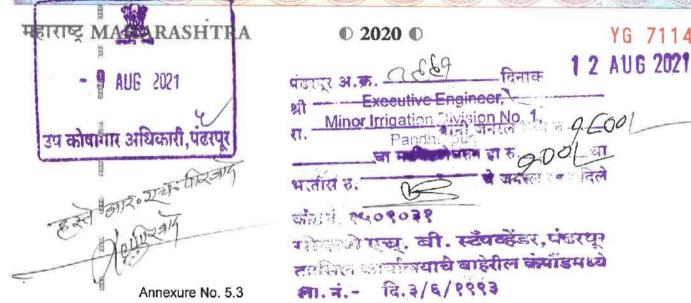
From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

We shall furnish a bank guarantee as per NHAI norms for the period of 1 year initially before execution of work will renew timely if required.







To

H

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

**UNDERTAKING** 

From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

We shall follow and abide by all standard conditions of Ministry circular and NHAI's guidelines regarding laying of the pipe line in NHAI land.







To, The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004. From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

The expenditure if any, incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting of the pipe line will be done by Executive Engineer, Minor Irrigation Division No.1, Pandharpur







Annexure No. 5.5

# **UNDERTAKING**

To,

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

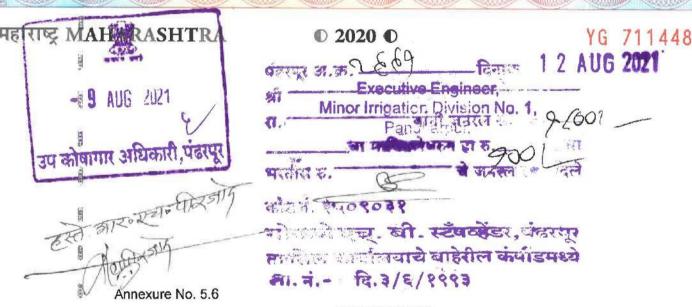
From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

Minor Irrigation Division No.1, Pandharpur have to shift pipe line in future due to 4/6 laning / widening is in process of NH.







**UNDERTAKING** 

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

Indemnity against all damages and claims during work is of Minor Irrigation Division No.1, Pandharpur







## UNDERTAKING

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

Traffic movement during laying of pipe line will be managed by us.



Minor Irrigation Division No.1,
Pandharpur.
(Authorised Signatory)

250.53







To,

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

From

ERR.

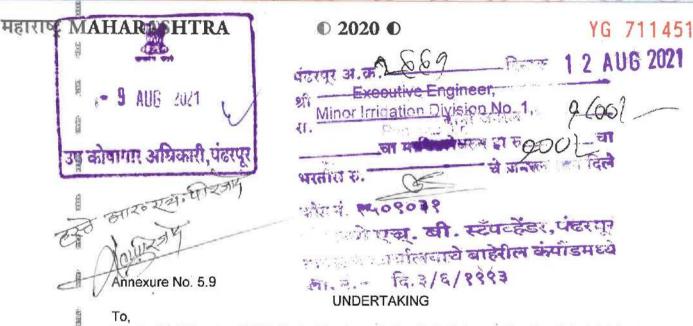
EDIT

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

If any claim is raised by the concessionaire then the same will be paid by Minor Irrigation Division No.1, Pandharpur.







To,

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

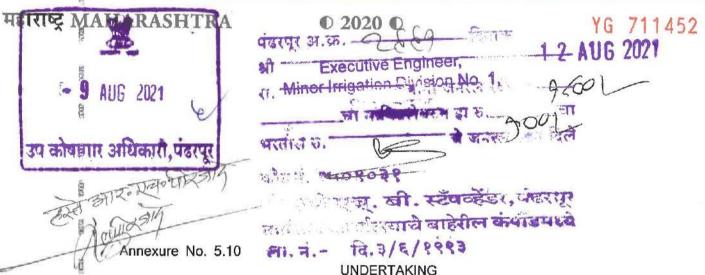
We will obtain prior approval of the NH before undertaking any work of installation, shifting or repairs or alternations to the under ground pipe line located in the National Highway right of ways.

23.2

23.62







To

THE

THE REAL PROPERTY.

STREET,

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

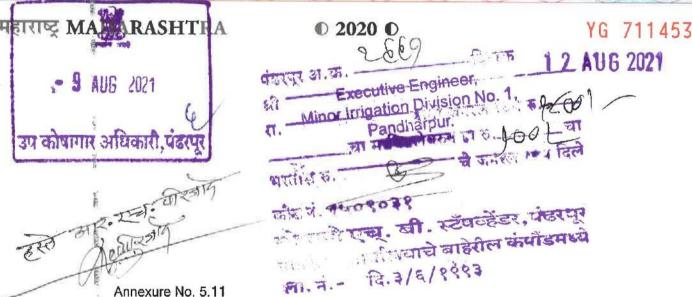
From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

Expenditure if any incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting of the underground Pipe Distribution Network will be borne by Minor Irrigation Division No.1, Pandharpur. Owning the line.







**UNDERTAKING** 

The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004. From

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

If NHAI 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.

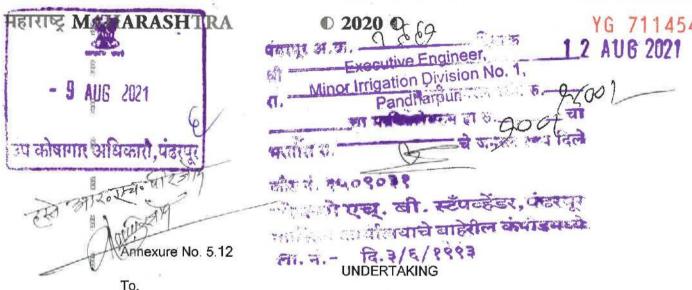


M

435 E

25.25





The Project Director, NHAI, Project Implementation Unit, Solapur, Plot No. E-2, Jai Jalaram nagar, Solapur-413004.

Executive Engineer, Minor Irrigation Division No.1, Pandharpur, Dist. Solapur, Pin - 413304. We Minor Irrigation Division No.1, Pandharpur, Do hereby Undertake that in connection with laying push pipe method work for PDN (Pipe Distribution Network) of Sangola Branch Canal across NH on NH-166 four laning of Sangola- Solapur Highway crossings at Ch. 300/589. Total length 60.00 meter in the state of Maharashtra.

- (i) Laying of underground pipe line will not have any deleterious effect on any of the bridge components and roadways safety for traffic.
- (ii) For 6 laning we do undertake that I will relocate service road/approach road / utilities at our own cost not withstanding the permission granted within such time as will be stipulated by NHAI for future six laning or any other development.



