



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport and Highways, Government of India)

Project Implementation Unit, Solapur (Maharashtra)

परियोजना कार्यान्वयन, इकाई, सोलापूर (महाराष्ट्र)

कार्यालय : प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे, जुळे सोलापूर, सोलापूर-४१३००४ (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 : www.nhai.gov.in



No. : NHAI/PIU/SLP/SY/NH 211/ ETC/16016-1/22/ 3163

Date: 17/10/2022.

INVITATION OF PUBLIC COMMENTS

Sub: Four laning of Solapur - Yedshi Section of NH-211 from Km. 0.00 to Km. 100.00 (Design length 98.717 km.) in the State of Maharashtra to be executed as BOT (Toll) on DBFOT pattern under NHDP Phase IVB - Permission for laying sewerage pipe line crossing (RCC 900 mm. dia NP-4 pipe) across the road at Ch.0+170 from Solapur to Tuljapur road crossing length 60m. on BHS of Solapur Yedashi section of NH-211 (New NH-52) in the State of Maharashtra - Reg.

Sir,

1. In Charge of Public Health Engineer, Solapur Municipal Corporation Solapur has submitted proposal for Permission for laying sewerage pipe line crossing (RCC 900 mm. dia NP-4 pipe) across the road at Ch.0+170 from Solapur to Tuljapur road crossing length 60m. on BHS of Solapur Yedashi section of NH-211 (New NH-52) 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 GM (Tech.) & Project Director,
National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jalaram Nagar, Solapur,
Maharashtra, Pin - 413004.

Thanking you,

भवदीय,

17-10-2022

(एस. डी. चिटणीस),

महाप्रबंधक (तकनीकी) तथा परियोजना निदेशक,
भा.रा.रा.प्रा. प.का.ई, सोलापूर

संलग्न :—उपरोक्त.

Copy to:-

- i. CGM (Tech) RO Mumbai for information please.
- ii. In Charge of Public Health Engineer, Solapur Municipal Corporation Solapur for information.
- iii. M/s. SAICPL-DCSPL, Solapur - for information.
- iv. M/s. SYTL, Osmanabad for information.
- v. Master file.



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भारतमार्ग
ROAD TO PROSPERITY

SAICPL-DCPL/NH-211/SYBOT/NHAI/2022/944

Date:- 15/09/2022

2930

To,

The Project Director,

National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jai Jalaram Nagar
Behind Shivdare College,
JuleSolapur, Pin- 413004
Maharashtra

Sub:- : Independent Engineer Services for Four laning of Solapur to Yedeshi Section of NH-211 from Km 0+000 to 100+000(Design Length-98.717 km) in the state of Maharashtra to be executed as BOT (Toll) on DBFOT pattern under NHDP Phase-IV.- Phase-IV.-Permission for laying sewerage pipe line crossing (RCC 900 mm dia NP-4 pipe) across the road at Ch. 0+170 from Solapur to Tuljapur road crossing length 60 m on BHS of Solapur Yedashi section of NH-211 (New NH-52) in the state of Maharashtra-Reg

Reference:

1. T/o Letter no. SAICPL-DCPL/NH-211/SYBOT/NHAI/2022/905 Dated 24/05/2022
2. NHAI PIU Solapur letter No. NHAI/PIU/SLP/IE/16027/22/580 dated 13/05/2022
3. In- charge of Public Health Engineer, Solapur Municipal Corporation, Solapur letter no. Outward No. SAA/Jaani/2406 23/03/2022
4. Ministry Circular RW/NH-33044/29/2015 S&R (R) dated 22/11/2016

Dear Sir,

This is in continuation to letter cited under ref 01, on the subject matter. Accordingly, IE team scrutinized the revised proposal submitted by applicants, is scrutinized as per Ministry Circular RW/NH-33044/29/2015 S&R (R) dated 22/11/2016 and observations IE are as follows.

1. The chainage of pipe line crossing is at 0+170 which is 40.4 m away from the nearest structure MNB at Ch 0+210.4.
2. ROW at the said location is 50 Meter which is shown 60 Meter in proposal.
3. All the necessary undertaking are submitted by the applicant.
4. Applicant will solely responsible if any damage causes to the project utility and agree to bare charges of it.
5. The crossing should be done by HDD method only.
6. Applicant need to inform IE team and concessionaire at the time of execution of work.
7. The proposal is recommended for approval; however, it is desirable to take the consent from Concessionaire for the said work.

The proposal is verified by IE team and forwarded for further needful.

This is submitted for information and further needful in the matter.

Thanking you & assuring our best attention at all the times.

Yours faithfully,



(C D Fakir)
Team Leader

M/S SAICPL in Association with DCSPL.

Encl: All Original Documents



**SOLAPUR MUNICIPAL CORPORATION,
SOLAPUR**

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

**SOLAPUR CITY UNDERGROUN SEWERAGE
SCHEME UNDER AMRUT MISSION FOR ZONE
(I to IV, VI & IX to XIII)**

**PROPOSAL FOR SEWER PIPE LINE CROSSING
(Solapur – Tuljapur NH-211)**

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(Enclosure to Ministry Circular No. RW/NH-33044/29/2015 S&R (R) dated 22.11.2016)
Format for Maintaining Records of Right - Way permission granted for laying Sewerage pipeline
(to be maintained separately for every NH and State, every PWD Division or equivalent)

1 Name of State : Maharashtra
2 Name of Agency (PWD/BRO/NHAI) : NHAI
3 Name of PWD Division of Equivalent : NHAI, Solapur.
4 NH Number : NH No. 211 (Solapur-Yedshi).


Sr. no.	Location change in Km	Left or right side of NH towards increasing chainage / Km direction	Section and reach	Kind of service	Name of licensee and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MOST standard norms	Remarks
1)	1. Chainage No. 0/170 (Near Old Tuljapur Naka) Total Length = 60 Rmt	Left & Right both	Solapur to Tuljapur	Sewerage Pipe line	Commissioner, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.				No.	



Commissioner
Solapur Municipal Corporation
Solapur

CHECK - LIST			
Check list for getting approval for laying Sewerage Pipeline on NH Land.			
Sr. No.	Item	Information/Status given by Applicant	Remarks
1	General Information	Proposed sewerage pipe line (900 mm dia RCC NP-4) across NH - 211 at km. 0/170 (Length = 60 mtr) Across the road.	
1.1	Name and Address of the Applicant/Agency	Commissioner Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.	
1.2	National Highway Number	NH - 211	
1.3	State	Maharashtra	
1.4	Location	Across the road Ch. 0/170	
1.5	Chainage in KM	CH: 0/170	
1.6	Length in Meters	Across the road ch no: 0/170 length = 60 mtr.	
1.7	Width of Available ROW		
	a) Left Side from center line towards increasing chainage/ km direction	0.00 mtr	
	b) Right Side from Center line towards increasing chainage/ km direction	0.00 mtr.	
1.8	Proposal to Lay underground Sewer pipe lay	yes	
	a) Left Side from center line towards increasing chainage/ km direction	-	
	b) Right Side from Center line towards increasing chainage/ km direction	Yes, from CH: 0/170	
1.9	Proposal to acquire land		
	a) Left Side from center line	N.A	
	b) Right Side from Center line	N.A	
1.1	Whether proposal is in the same side where land is not to be acquired	Land Acquisition is not required.	
1.11	Details of already laid services, if any, along the proposed route	N.A	
1.12	Number of lanes (2/4/6/8 lanes) existing	4 Lanes at Locations.	
1.13	Proposed Number of lanes (2 Lane with paved shoulders /4/6/8 lanes)	N.A	




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CHECK - LIST

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

Sr. No.	Item	Information/Status given by Applicant	Remarks
1.14	Service road existing or not		
	if yes then which side	Yes Both Side	
	a) Left side from center line	15.00 mtr.	
	b) Right side from centre line	15.00 mtr.	
1.15	Proposed service road	N.A	
	a) Left side from centre line	N.A	
	b) Right side from centre line	N.A	
1.16	Whether proposal to lay Sewer pipe lay is after the service road or between the service road and main Carriageway	After service road	
1.17	The permission for laying of Sewer pipe lay shall be considered for approval/ rejection based on the Ministry circles mentioned as above	Submitted for approval	
	(a) Carrying of sewage /gas pipelines on the highway bridge shall not be permitted as process of corrosion or may be cause explosions, thus being much more injurious than leakage of water	N.A	
1.18	(b) Carrying of water pipelines on bridge shall also be discouraged. However if the water supply authorities seem to have no other viable alternative and approach the highway authorities, we before the design of the bridge is finalized they may be permitted to carry the pipeline on the independent superstructure supported on extended portion of piers and abutments in such manner that in the final arrangements enough free space around the superstructure of the bridge remains available for inspection and repair etc.	N.A	
	(c) Cost required extension of superstructure as well as that of the supporting superstructure shall be borne by the agency in charge of utilities.	N.A	
	(d) Service are not being allowed indiscriminately on the parapet / any part of the bridges, safety of the bridge has to be kept in view while permitting various services along bridge Approvals are to be according in this regard with the concurrence of the Ministry's project Chief.	N.A	
	If Crossing of the road involved. If yes, it shall be either encased in pipes or through Structure or conduits specially built for that purpose at the expenses of the agency owning the line.	Yes	
	a) Existing drainage structures shall not be allowed	Agree	
	b) Is it on a line normal to NH	Yes	





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Check list for getting approval for laying Sewerage Pipeline on NH Land.			
Sr. No.	Item	Information/Status given by Applicant	Remarks
	c) Crossing shall not be too near the existing structure on the National Highway, the Minimum Distance being 15 metres. What is the distance from the existing structures?	30 mtr. From the existing structure.	
	d) The casing pipe (or Conduit pipe in the case of electric cable) carrying the utility lines shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and large enough to permit ready withdrawal of the carrier pipe/cable	Casing of MS Pipe 1400 mm Dia.	
	e) Ends of the casing /conduit pipe shall be sealed from the outside, so that it does not act as a drainage path	Yes	
	f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope in the fills.	Agree	
	g) The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road.	4.0 Mtr from road top.	
	h) Crossing shall be by boring method (Trench less technology) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Push Through Method.(HDD Method)	
	i) The casing/conduit pipe shall be installed with an even boring throughout its length and in such a manner as to prevent the formation of a waterway along it.	Agree	
2	Document / Drawing enclosed with the proposal		
	Cross section showing the size of trench for open trenching method (Is it Normal Size of 1.2 M deep 0.3 m Wide)	Yes	
	(i) Should not be greater than 60 m wider than the outer diameter of the pipe		
	(ii) Located as close to the extreme edge of the right-of-way as possible but not less than 15 m from the centre-lines of the nearest carriageway		
	(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.		
	(iv) These should be so laid that their top is at least 0.6 m below the ground level so as not to obstruct drainage of the road land.		
2.2	Cross section showing the size of pit and location of pipe for Trench less technology	Yes As per attached drawing.	
2.3	Strip plan/route plan showing Sewer pipe lay, chainage, width of row, Distance of proposed cable from the edge of ROW, important mile stone, intersections, cross drainage work, etc.	Yes As per attached drawing.	
2.4	Methodology for laying of Sewer pipe line		


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CHECK - LIST			
Check list for getting approval for laying Sewerage Pipeline on NH Land.			
Sr. No.	Item	Information/Status given by Applicant	Remarks
	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench)	Trench less Method.	
	a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	N.A	
	b) For filling of the trench, bedding shall be to a depth of not less than 30 cm. It shall consists 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.	N.A	
	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	N.A	
	d) The side - fill shall consists of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of Moisture to 95% of the proctor's Density. Overfill shall be compacted to the same density as the Material that had been removed. Consolidation by saturation or ponding will not be permitted	N.A	
	e) The road crust shall be build to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	N.A	
	f) The excavation shall be protected by flagman, Agreed signs and barricades, red lights during night hours.	N.A	
	g) If required, a diversion shall be constructed at the expense of agency owning the utility line.	N.A	
2.4.2	Horizontal Directional drilling (HDD) Method		
2.4.3	Laying of Sewer pipe lay through CD works and method of laying a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of-way as possible up to a distance of 30 cm from the bridge and subject to all other stipulations contained in this ministry's guidelines issued with letter No. NH-HI/P/66/76. dated :19-11-1976	N.A	
3	Draft License Agreement signed by two witnesses.	Yes	




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CHECK - LIST

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

Sr. No.	Item	Information/Status given by Applicant	Remarks
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs. 500/- per running meter (parallel to NH) and Rs. 1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring /making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50 m way from the edge of the right -of - way. No payment shall be payable by the NHAI to the license for clearing debris /loose earth.	Yes	
4.1	Performance BG as per above is to be obtained	Yes	
4.2	Confirmation of BG has been obtained as per NHAI guideline	Yes	
5	Affidavit/Undertaking from the applicant for the following is to be furnished	Yes	
5.1	Not to Damage to other utility, If damaged then to pay the losses either to NHAI or to the concerned agency.	Yes	
5.2	Renewal of Bank Guarantee	Yes	
5.3	Confirming all standard condition of NHAI's guidelines.	Yes	
5.4	Shifting of Sewer pipe lay as and when required by NHAI at their own cost	Yes	
5.5	Shifting due to Llaning / widening of NH	Yes	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes	
5.7	Traffic Movement during laying of Sewer pipe lay to be managed by the applicant	Yes	
5.8	If any claim is raised by the concessionaire then the same has to be paid b the applicant.	Yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing of Sewer pipe lay located in the National Highways right - of-ways	Yes	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the national highway by the laying, maintenance or shifting of the Sewer pipe lay will be borne by the agency owning the line.	Yes	
5.11	If the NHAI considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes	




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CHECK - LIST			
Check list for getting approval for laying Sewerage Pipeline on NH Land.			
Sr. No.	Item	Information/Status given by Applicant	Remarks
5.12	Certificate from the applicant in the following Format:		
	(i) Laying the Sewer pipe lay will not have any deleterious effects on any of the bridge	No	
	Components and roadway safety for traffic.		
	(ii) For 4 - Lanning "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future 6-lanning or any other development."	Yes	
6	Who will Sign the agreement on behalf of Sewer pipe lay agency	Commissioner Solapur municipal corporation, indrabhuvan, punyashlok Appasaheb Warad Path, Railway line, Solapur.- 4130001	
7	Certificate from the project Director	-	
7.1	Certificate for the confirming of all standard condition issued vide ministry circular no. Ministry circular No. NH-41(58)/68 dated: 31/01/1969, Ministry Circular No. NH - III/P/66/76, dated: 18/19-11- 1976, Ministry Circular No. RW/NH-III/P/66/76 dated: 11-05-1982, Ministry Circular No. RW/NW- 11037/1/86-DOI (ii) dated : 28-07-1993, Ministry Circular No. RW/NH-11037/1/86-DOI dated: 19-1-1995, Ministry Circular No. RW/NH-34066/2/95/5 & R dated:25-10-1999 and Ministry Circular No. RW/NH-34066/7/ 2007 S & R dated :17-09-2003	-	
7.2	Certificate from PD in the following format:		
	(i) "it is certified that any other location of the Sewer pipe lay would be extremely difficult and unreasonable costly and the installation of Sewer pipe lay within ROW will not adversely affects the design, stability and traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc."		
	(ii) For 6- Lanning:-		
	a) Where feasibility is available "I do certify that there will be no hindrance to proposed six -laning based on the feasibility report considering proposed structures at the said location."		
	b) In case Feasibility report is not available "I do certify that sufficient ROW is available at site for accommodation proposed six - laning		




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Sr. No.	Item	Information/Status given by Applicant	Remarks
8	If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement."The permitted highway on which License 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 (Solapur-Yedshi) section at NH-211 from km.0.000 to km. 987.000 on DBFOT Basic and therefore, the license shall honour the same"		
9	Who will supervise the work of laying of Sewer pipe lay		
	a. on behalf of applicant	Executive Engineer, Maharashtra Jeevan Pradhikaran, Division Solapur. On behalf of Commissioner of SMC.	
	b. On behalf of NHAI	IE	
10	Who will ensure that the work of laying of Sewer pipe the defect in roa portion after laying of underground pipe corrected and at not corrected then what action will be taken.		
	a. on behalf of applicant	Executive Engineer, Maharashtra Jeevan Pradhikaran, Division Solapur. On behalf of Commissioner of SMC.	
	b. On behalf of NHAI	IE	
11	Who will pay the claims for damages done /disruption in working of Concessionaire if asked by the concessionaire	The Commissioner, Solapur municipal corporation, indrabhuvan, punyashlok Appasaheb Warad Path, Railway line, Solapur.- 4130001	
12	A certificate from PD that he will enter the proposed permission in the register of record of the permission in the prescribed proforma (copy enclosed)		
13	If any Previous approval is accorded for laying of underground Sewer pipe lay Then Photocopy of register of records of Permissions accorded as maintained by PD then copy be enclosed.	No	

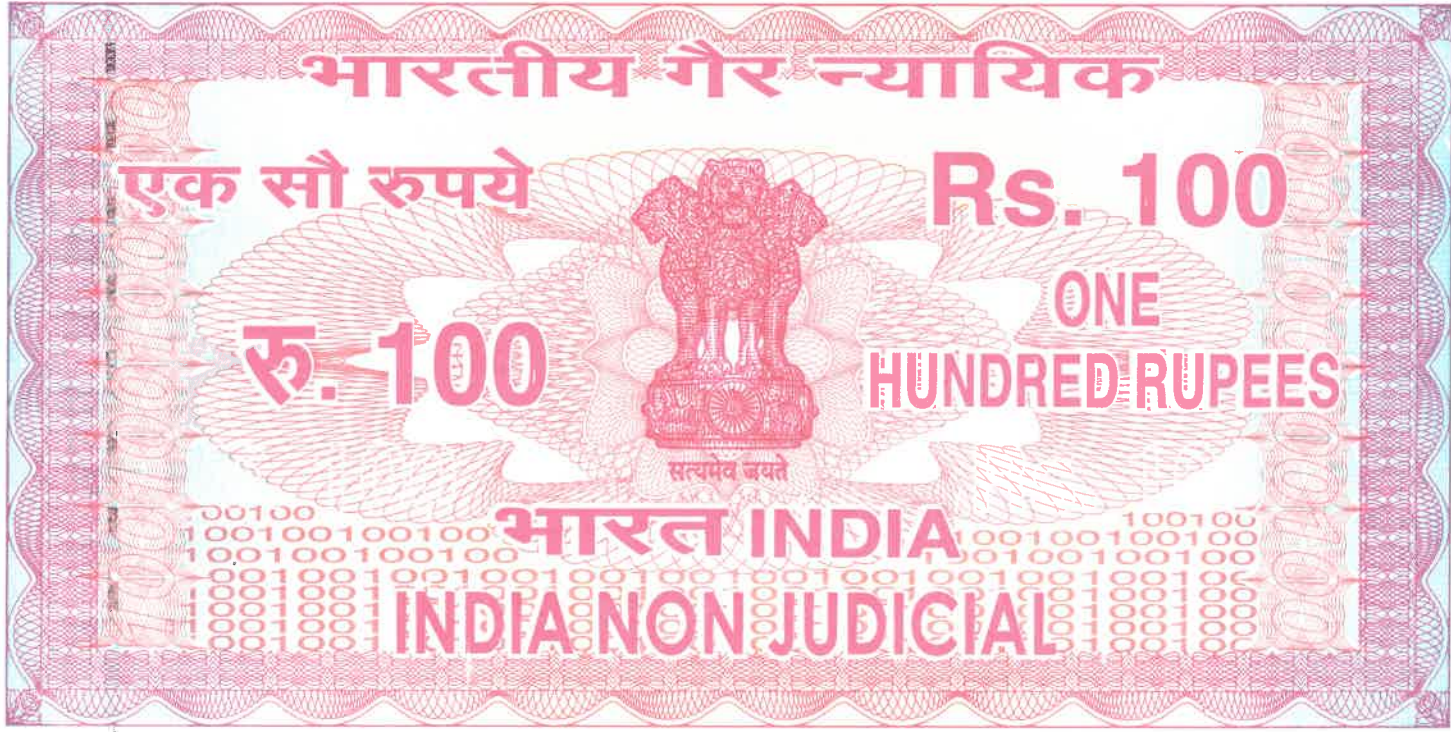



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महाराष्ट्र MAHARASHTRA

2021

YU 614401

सोलापूर अ. क्र.- 0943 दिनांक- 21/01/2021
श्री. सोलापूर महानगर पालिका, सोलापूर
यांनी ₹ 900 चा जनरल स्टॅम्प
मागितलेवरून हा ₹ 95 चा
व भरतीस र
जनरल स्टॅम्प दिला.
चा
चा



तुळजाराम अंबाजी पोटावरी
मुद्रांक विवेकी, परवाना क्र.-९५/१९९६
जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०१०३०

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

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to Proposed Sewerage Pipe line (RCC 900 mm dia NP-4) across the road at ch.no.0/170. Crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka).

This Agreement made this day of (Month) of 2021 (year) between National Highway Authority of India acting in his executive capacity through (Here in after referred to as "NHAI" which expression shall unless excluded by or

Repugnant to the context, include his successors in office and assigns) on the one part, and

Solapur Municipal Corporation, Solapur having its registered office at “**Indrbhuvan**”, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur – 46001, Maharashtra, (hereinafter referred as **Solapur Municipal Corporation, Solapur**. "Licensee") which expression shall, unless excluded by or repugnant to the context, include his successors / administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in km 0/170 of NH No- 211 RoW

Whereas the Licensee proposes to lay sewerage line referred to as utility services in subsequent paras

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km.0/170 of road /rout.

And whereas the Authority has agreed to grant such permission for way leave on the NH ROW as per terms and conditions here in after mentioned.

Now this agreement witnesses' 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

Here to subject to the following conditions, namely.

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

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

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

4. The Licensee shall pay license fees @ 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 0.60 meter 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 IRC and executed following the Specifications of the Ministry.

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

13. The top of the casing / conduit pipe containing the utility services to cross the road shall be at least 1.20 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.30 m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.

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

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

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

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

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

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

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

17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris / loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;

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

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

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

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

22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities / underground Installations / facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation / using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations / utilities / facilities etc.

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

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

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

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

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

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

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

30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority shall have no right to terminate the permission without giving 90 days prior notice in writing to licensee and Authority has right to extend the period of Agreement.

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

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

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

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

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

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

37. The utility services shall not be made operational by the Licensee unless a Completion certificate to the effect that the utility services has been laid in Accordance with the approved specifications and drawings and the trenches have Been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation 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 shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORT & H / NHAI implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI.

(Signature, name & address with stamp)

 सावजनिक आरोग्य अभियंता
 सोलापूर महानगरपालिका सोलापूर

SIGNED OF M/s, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.

BY SHRI.

(Signature, name & address with stamp)



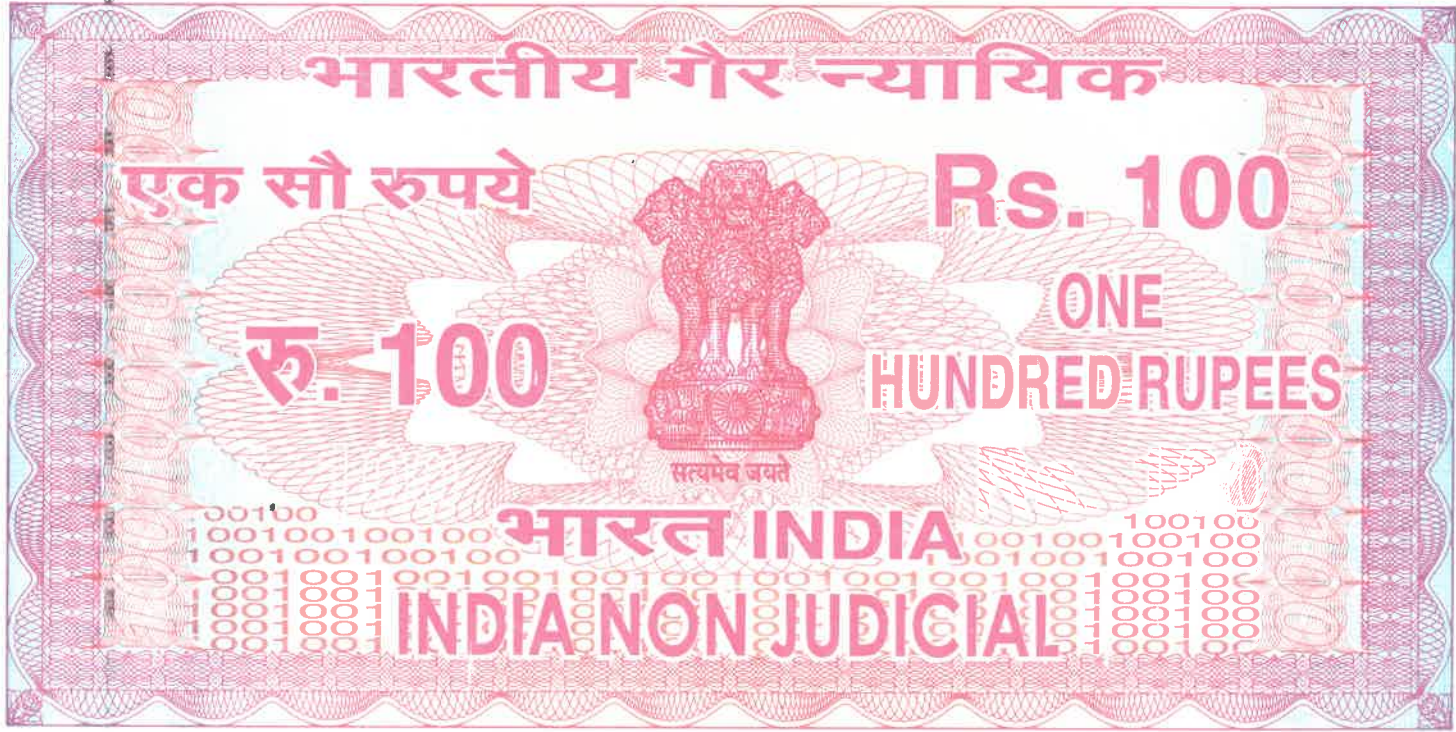
HOLDER OF GENERAL POWER OF ATTORNEY .DATED
 EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO.
 DATED PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD
 ON
 IN THE PRESENCE OF (WITNESSES):

1. Arvind Siddharth
 (A.E.D, MJP)



2. Bakshi md. Hamid Habibullah —
 (J.E. SMC)





महाराष्ट्र MAHARASHTRA

2021

YU 614400

सोलापूर अ. क्र.- 0942

दिनांक- 9/90/2029

श्री. सोलापूर महानगर पालिका, सोलापूर

यांनी ₹ 900/-

चा जनरल स्टॅम्प

व भरतीस ₹

चा

जनरल स्टॅम्प दिला.

पुणे 54 वल्लभ



तुळजाराम अंबेजी पोटावती

मुद्रांक विभागे, परवाना क्र.-९५/१९९६

जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०९०३०

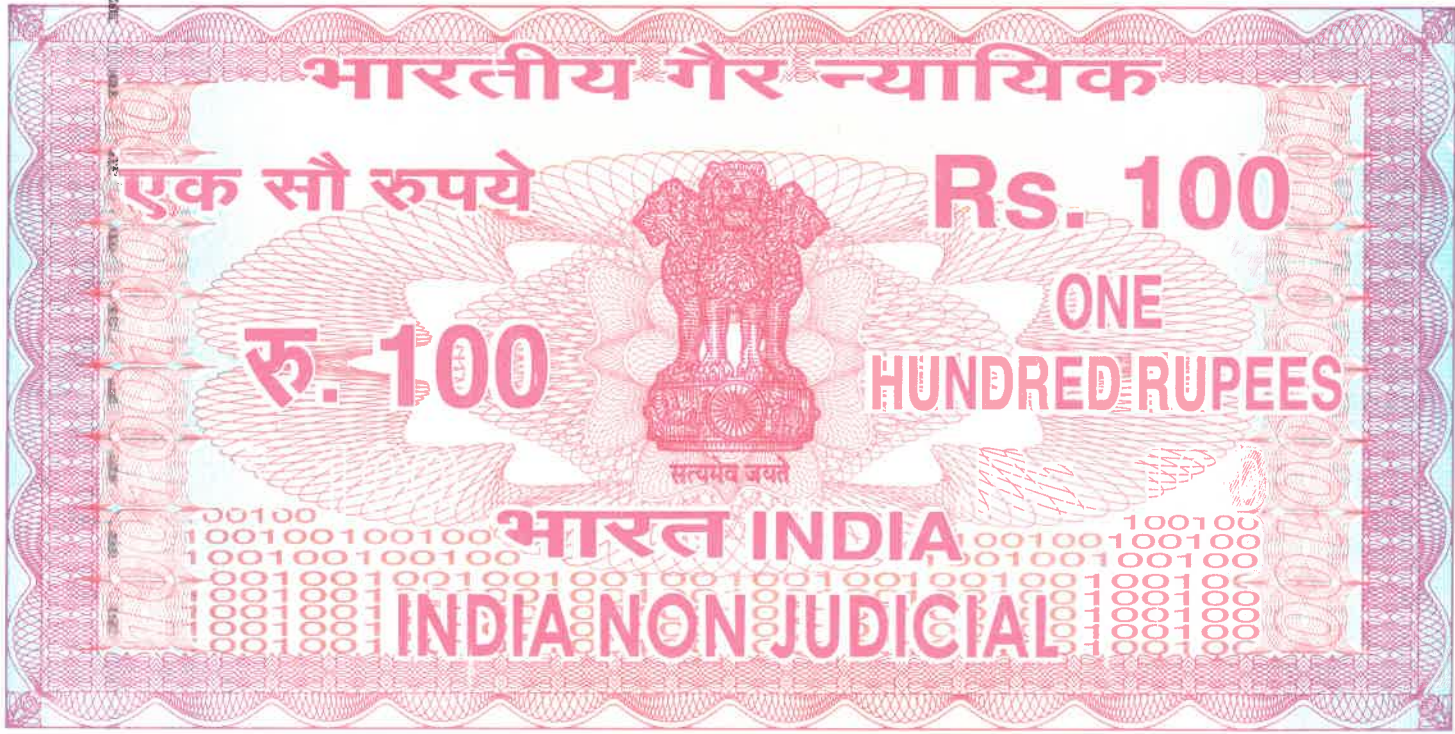
Annexure 5.1

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application for proposed Sewerage Pipe line (RCC 900 mm dia NP-4). Across the road at ch.no.0/170.crossing length = 60 mtr. At Solapur – Tuljapur Road NH- 211 (Old Tuljapur naka). In the state of Maharashtra, that

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


Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614399

सोलापूर अ. क्र. - ७५८९ दिनांक - ११/१०/२०२१
श्री. सोलापूर महानगर पालिका, सोलापूर
यांनी र चा जनरल स्टॅम्प
भागितलेवरून हा र चा
व भरतीस र चा
जनरल स्टॅम्प दिला.



तुळजाराम अंबाजी पोटावन्ती
मुद्रांक विक्रेते, परवाना क्र. - ९५/१९९६
जि.प. आवाराबाहेर, सोलापूर. कोड नं. - २५०१०३०

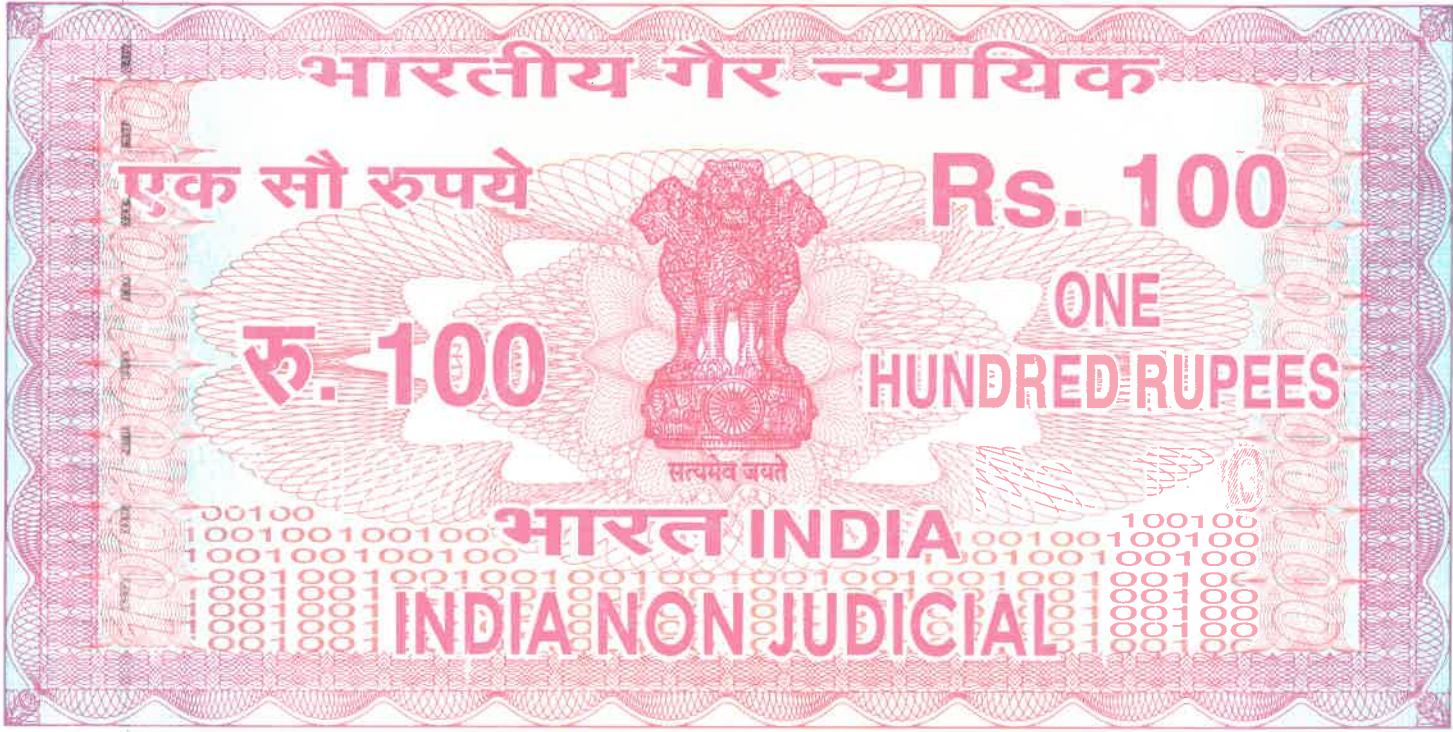
Annexure 5.2

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application along to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211. In the state of Maharashtra, that

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


Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614398

सोलापूर अ. क्र.- 0960 दिनांक- 9/9/2021
श्री. सोलापूर महानगर पायिका, सोलापूर
यांनी र चा जनरल स्टॅम्प
मागितलेवस्तु हा र चा
व भरतीस र चा
जनरल स्टॅम्प दिला.



तुळजाराम अप्पासाहेब पोटाबन्ती
मुद्रांक विक्रेते, पत्तना क्र.-९५/९९९६

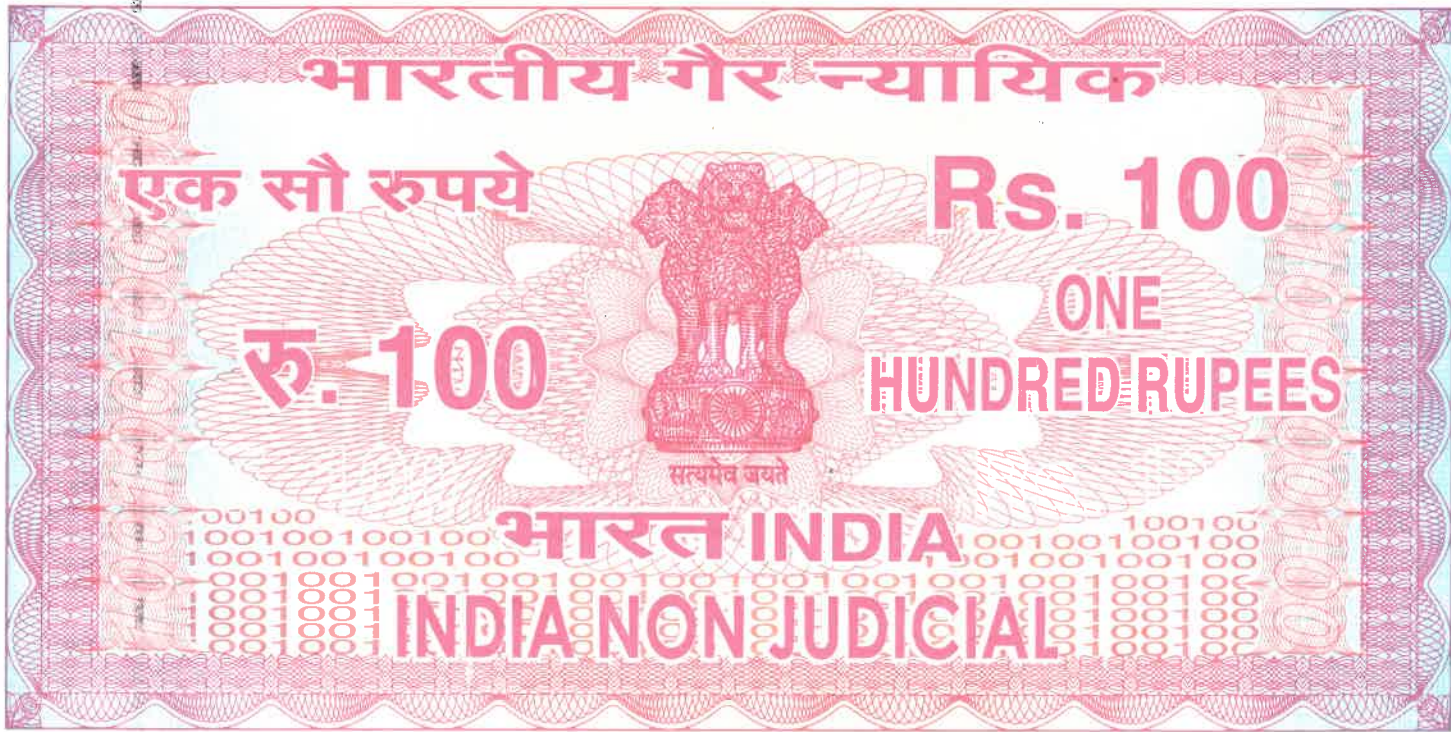
Annexure 5.3 बि.प. आवासाहेर, सोलापूर. कोड नं.-२५०९०३०

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra hereby do undertake in Reference to our Application along Solapur - Tuljapur Road NH- 211 to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka). In the state of Maharashtra, that

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

Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614397

सोलापूर अ. क्र.- ७५७८ दिनांक- ११/१०/२०२१
श्री. सोलापूर महानगर पालिका, सोलापूर
चा जनरल स्टॅम्प
यांनी र १००/-
मागितलेवरून हो र २८
व भरतीस र
जनरल स्टॅम्प दिला.
चा ६२८
चा प्रमोद वरुण



तुळजाराम बाजीराव पोटावरी
मुद्रांक विक्रेते, स्वतंत्रता क्र.-१५/१९९६
जि.प: आवाराबाहेर, सोलापूर. फोन नं.- २५०१०३९

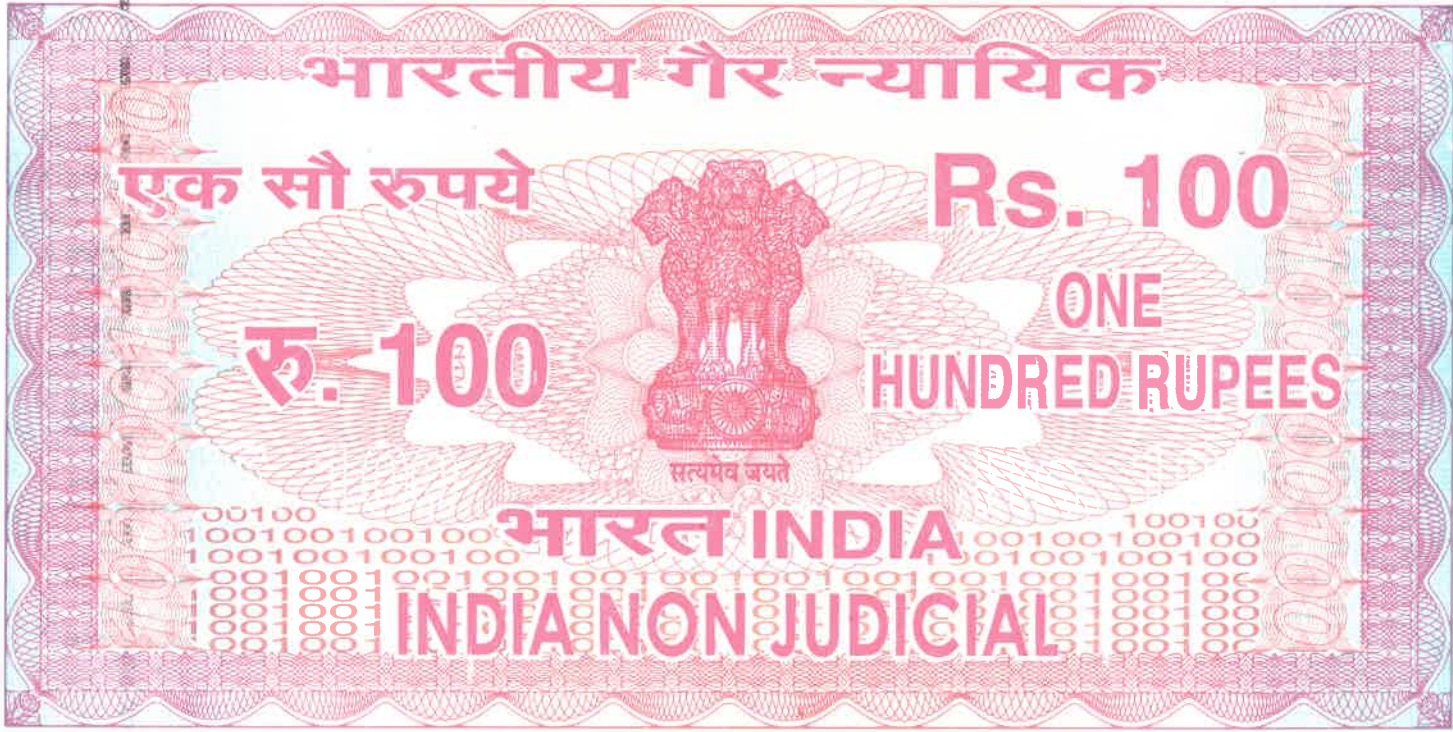
Annexure 5.4

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application along Solapur - Tuljapur Road to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka). In the state of Maharashtra, that

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

Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614396

सोलापूर अ. क्र.- ७५७८ दिनांक- १/१०/२०२१
 श्री. सोलापूर महानगर पालिका, सोलापूर
 यांनी र मागितलेवरून हा र चा जनरल स्टॅम्प
 व भरतीस र चा प्रमुख लिपिक/उपलेखापाद
 जनरल स्टॅम्प दिला.



तुळजाशम लोणीची पोटावल्ली
 मुद्रांक विक्रेते, परवाना क्र.-९१/१९९६

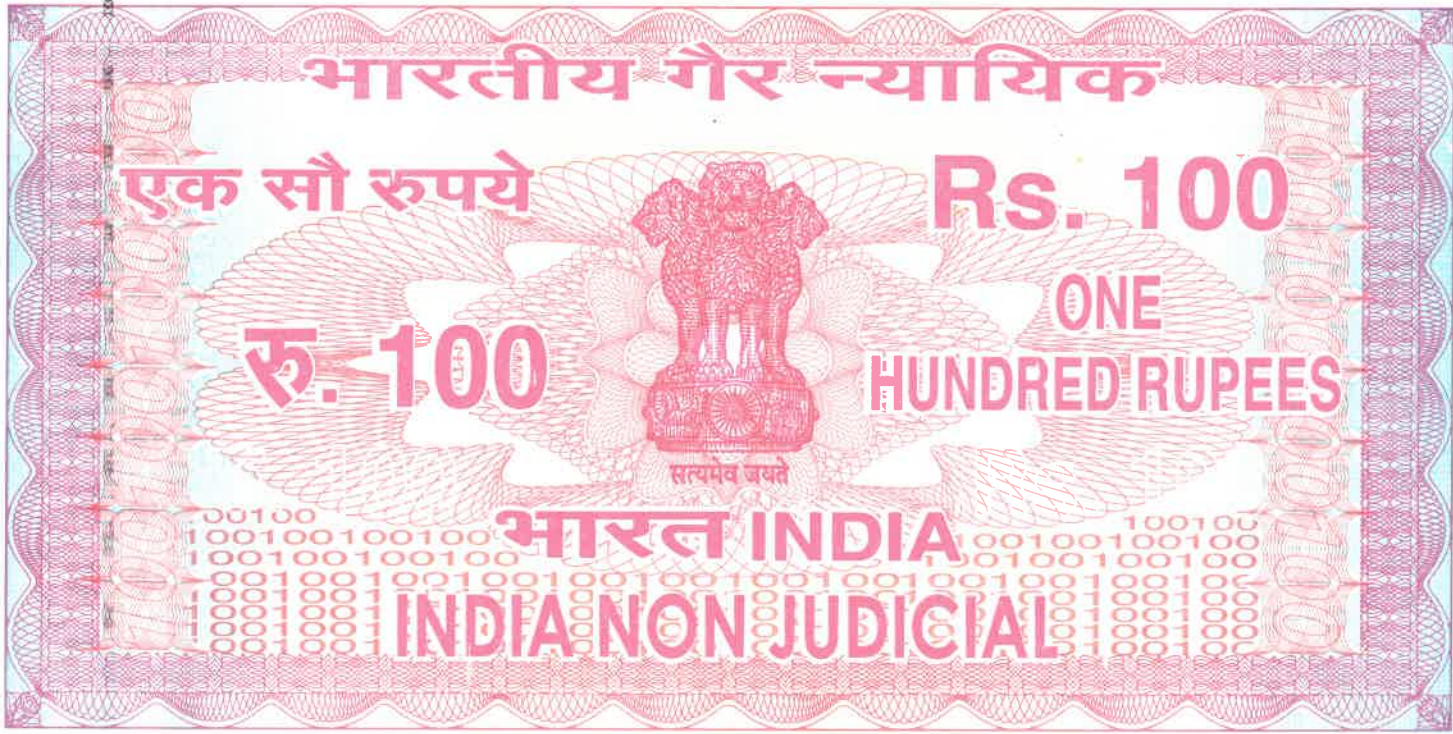
Annexure 5.5 जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०१०३०

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur – Tuljapur Road NH- 211 (Old Tuljapur naka). In the state of Maharashtra, that

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

Commissioner
 Solapur Municipal Corporation
 Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614394

सोलापूर अ. क्र.- ७५७६ दिनांक- ११/१०/२०२१
श्री. सोलापूर महानगर पालिका, सोलापूर
यांनी र १०० चा जनरल स्टॅम्प
मागितलेवरून हा र १००
व भरतीस र
जनरल स्टॅम्प दिला.
चा प्रमुख लिपिक / उपलेखापाल



तुळजाराम अंबाजी वीटाबली
मुद्रांक विक्रेता, परवाना क्र.-९५/१९९६

जि.प. आवाराबाहेर, सोलापूर, कोड नं.-२५०१०३०

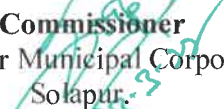
Annexure 5.6

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake for to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur – Tuljapur Road NH- 211 (Old Tuljapur naka). That

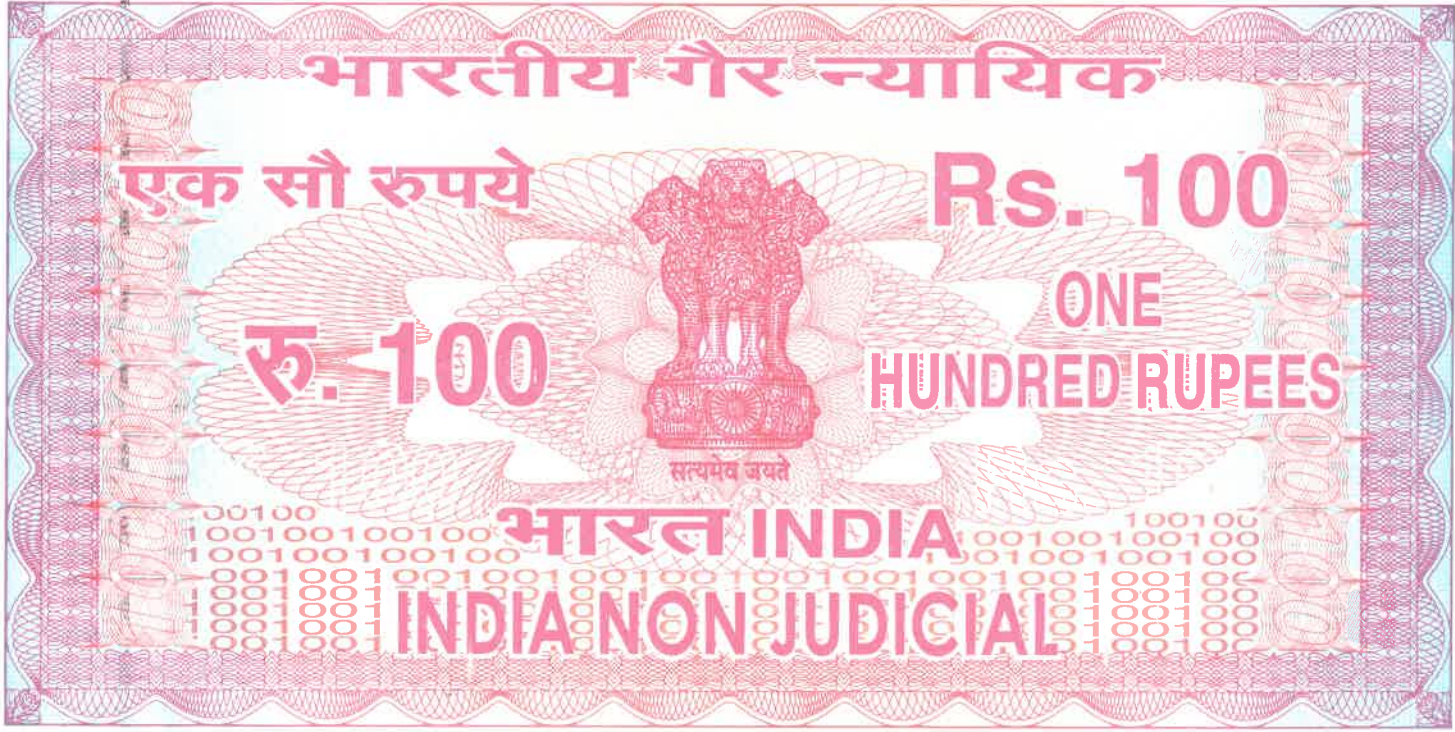
1. Solapur Municipal Corporation, Solapur shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved owners for any direct or indirect or consequential damages caused to them / claim or replacements sought for at our cost and risk.

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


Commissioner
Solapur Municipal Corporation,
Solapur.

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

Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614392

सोलापूर अ. क्र. - ७५७४ दिनांक - ११/१०/२०२१
श्री. सोलापूर महानगरपालिका, सोलापूर
यांनी र १०० चा जनरल स्टॅम्प
मागितलेवरून हा र १००
व भरतीस र
जनरल स्टॅम्प दिला.



तुळजाराम अविजी पोटावन्ती
मुद्रांक विक्रेते, परवाना क्र. - १५/१९९६

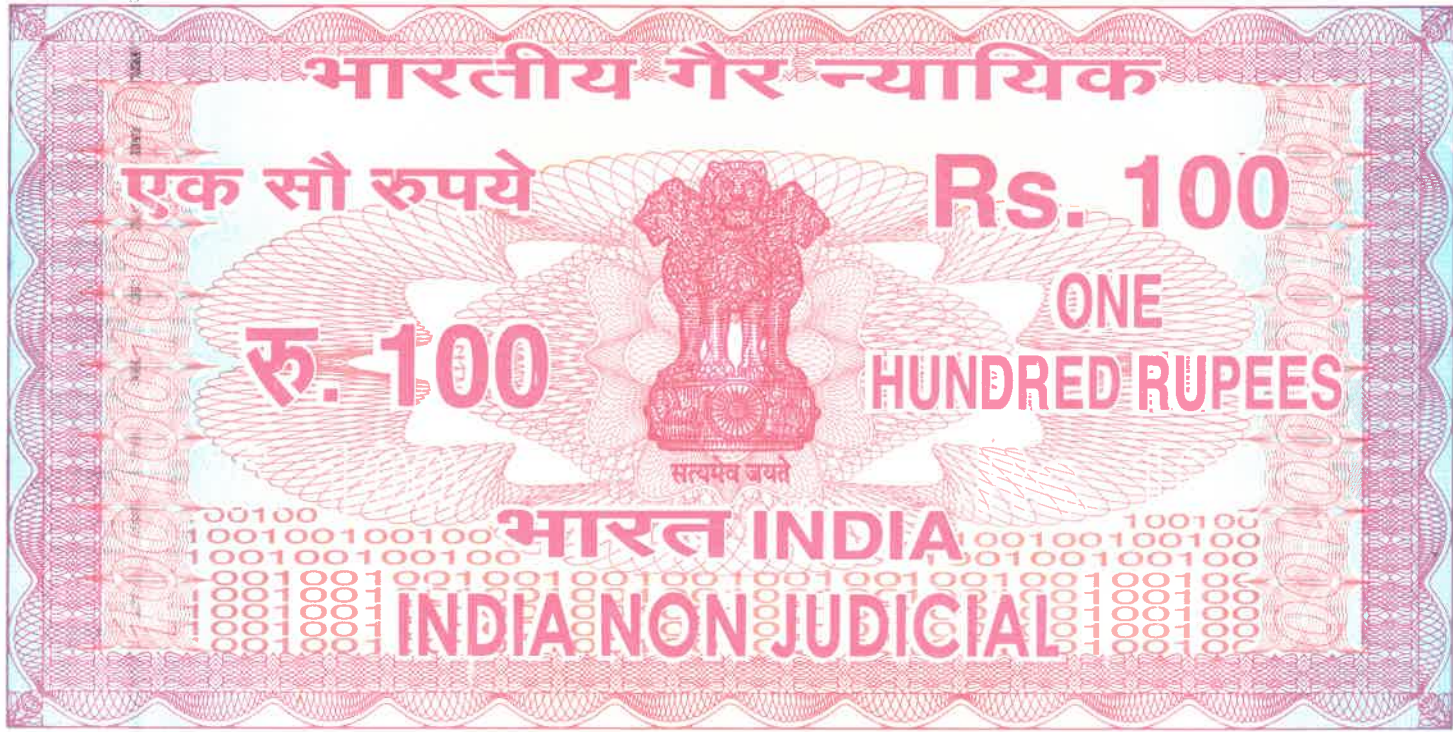
Annexure 5.8 जि.प. आवाराबाहेर, सोलापूर. कोड नं. - २५०१०३०

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka), in the state of Maharashtra, that

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

Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 614391

सोलापूर अ. क्र.-

४५४३

दिनांक- १/१०/२०२१

श्री. सोलापूर महानगरपालिका सोलापूर

यांनी र १००

चा जनरल स्टॅम्प

भागितलेवरून हा र १८

५.१२

व भरतीस र

जनरल स्टॅम्प दिला.

तुळजाराम अंबोजी पोटावरी

मुद्रांक विक्रेते, परवाना क्र.-९५/१९९६

जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०१०३०



Annexure 5.9

UNDERTAKING

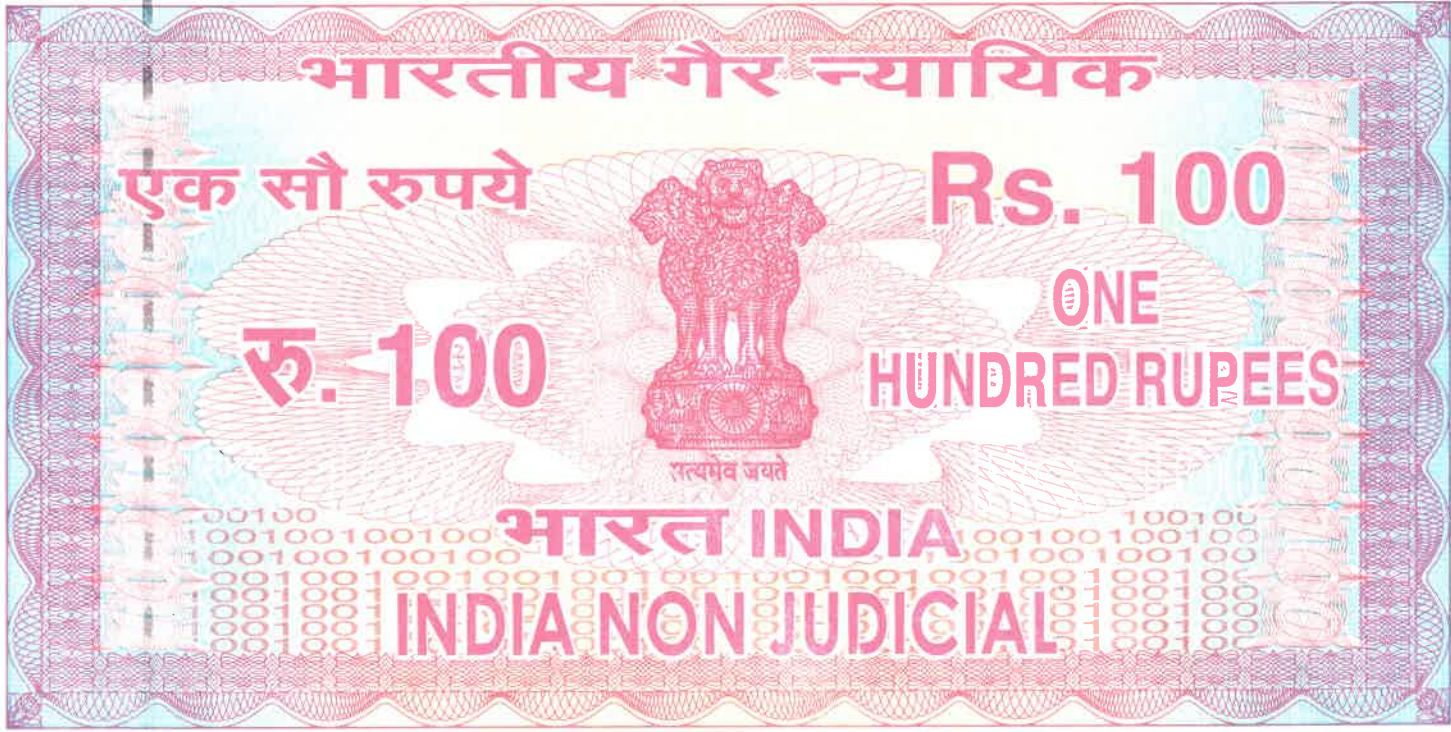
We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170 crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka) in the state of Maharashtra, that

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

Commissioner

Solapur Municipal Corporation

Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 761901

सोलापूर अ. क्र.- 6362 दिनांक- 9 मे 2021
 श्री. सोलापूर महानगरपालिका, सोलापूर
 यांनी र मागितलेवरून हा र चा जनरल स्टॅम्प
 व भरतीस र चा हजे
 जनरल स्टॅम्प दिला. यम चा प्रमुख वरतु



तुळजाशम अंबाजी पोतवारी

मुद्रांक विक्रेते, परवाना क्र.-९५/१९९६

जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०१०३०

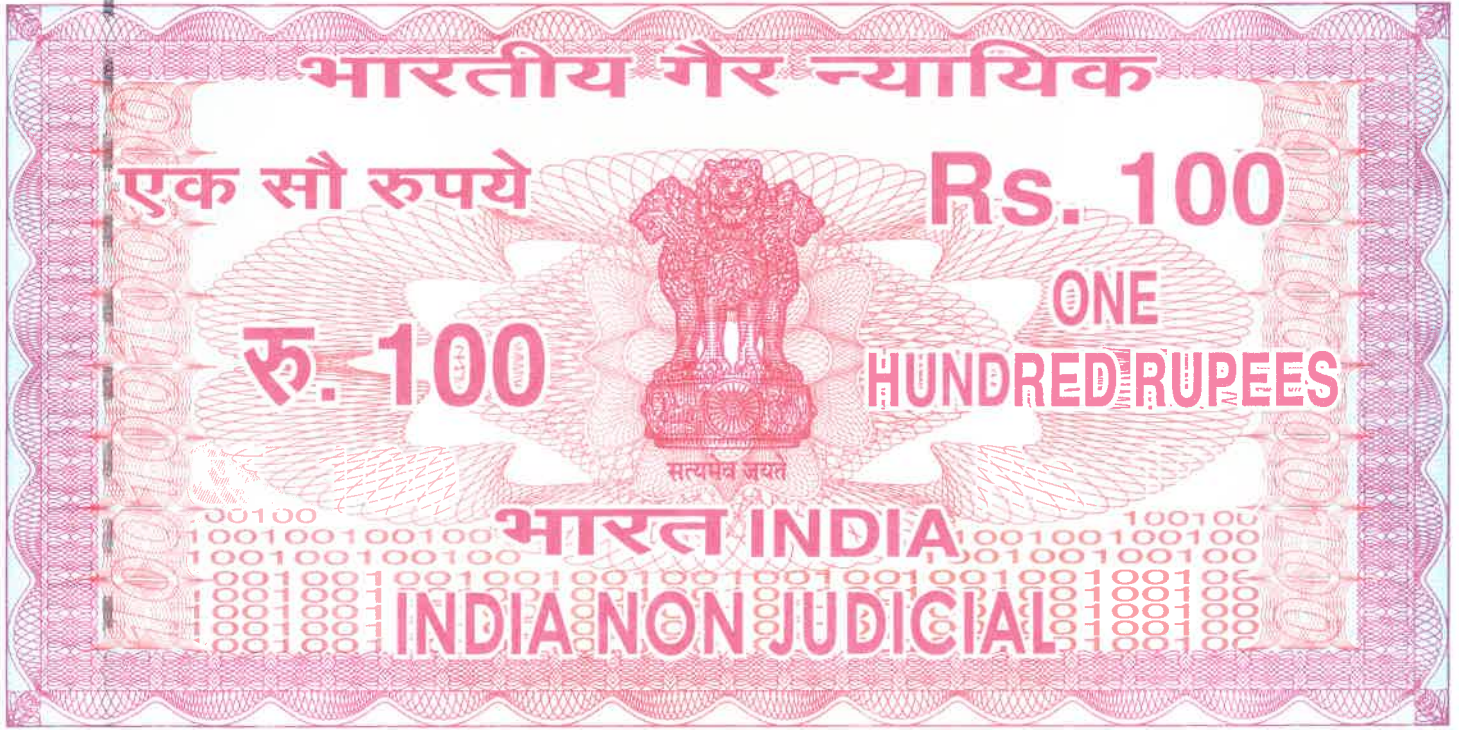
Annexure 5.10

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170 crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka).in the state of Maharashtra, that

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


Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2018

TK 403230

सोलापूर अनुक्रमांक - 3.6.4.4 दिनांक - 30/10/2018

श्री./सौ. स्वापणिका प्रमोद अभिषेक सोलापूर

यांनी रु. 100.00 चा जनरल स्टॅम्प मागितलेवरून हा

रु. 100.00 चा व भरतीस रु. (प्र. 400)

चे जनरल स्टॅम्प दिले.



प्रताप सत्यवान सूर्यवंशी

शहर मुद्रांक विक्रेता-कोड नं. 2501040

परवाना क्र. 70, दि. 30/6/1998

ऑफीस नं. 09, लोखंडवाला कॉर्नर,

184, सिध्देश्वर पेठ, सोलापूर - 2.

Annexure 5.11

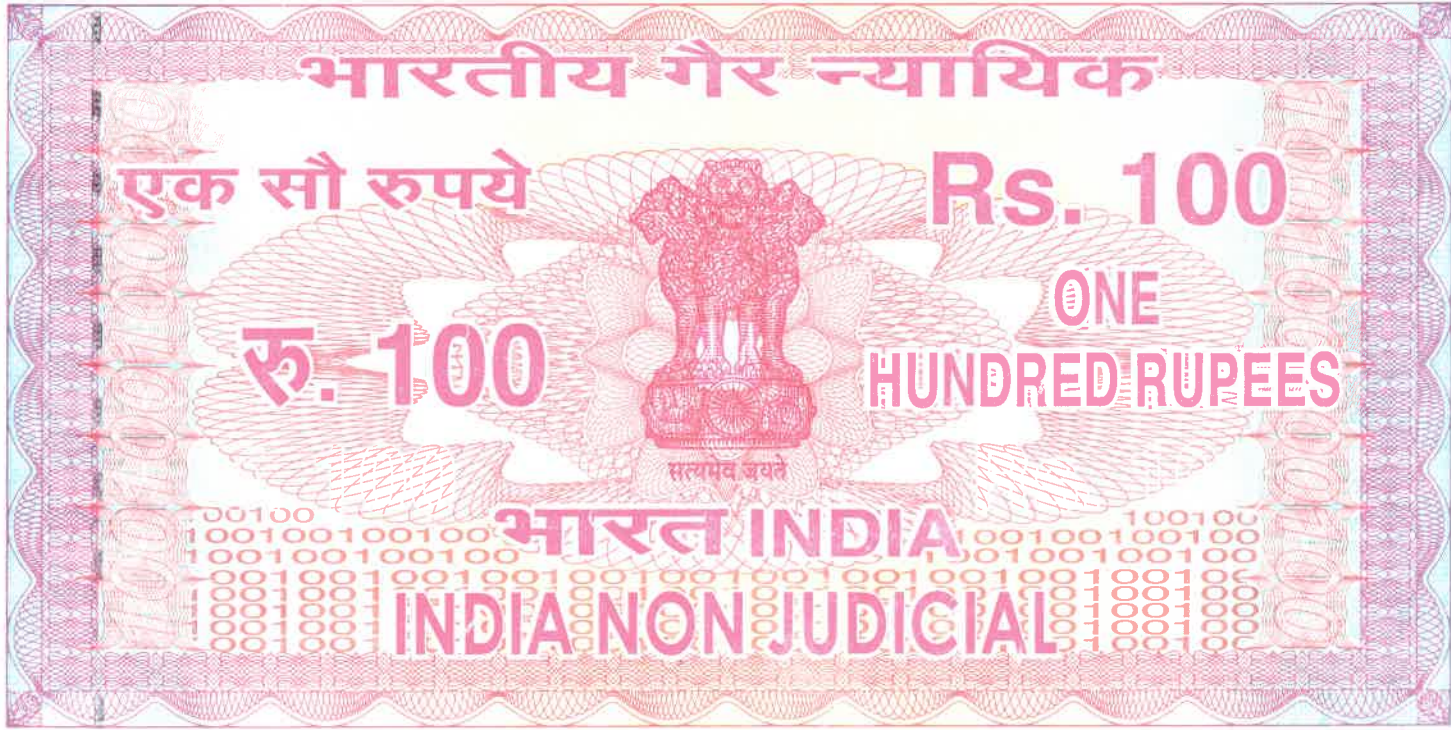
UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office at "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001 Maharashtra, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170.Total crossing length = 60 mtr. At Solapur - Tuljapur Road NH-211 (Old Tuljapur naka). In the state of Maharashtra, that

60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka).in the state of Maharashtra, that

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

Commissioner
Solapur Municipal Corporation
Solapur.



महाराष्ट्र MAHARASHTRA

2021

YU 440270

सोलापूर अ. क्र.- 90822 दिनांक- 27/11/2021
 श्री. माठ आयुक्त, सोलापूर महानगर पालिका, सोलापूर
 यांनी र चा जनरल स्टॅम्प
 मागितलेवरून हा र चा
 व भरतीस र चा
 जनरल स्टॅम्प दिला. yum चा



तुळजाराम अंबाजी पोटावन्ती
 मुद्रांक विवेकी, परवाना क्र.-९५/१९९६
 जि.प. आबाराबाहेर, सोलापूर. कोड नं.-२५०१०३०

Annexure 5.12

UNDERTAKING

We, Solapur Municipal Corporation, Solapur having its registered office "Indrbhuvan", Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001, Maharashtra, hereby do undertake in Reference to our Application to Proposed Sewerage Pipe line (RCC 900 mm dia NP - 4) Across the road at ch.no.0/170. Total crossing length = 60 mtr. At Solapur - Tuljapur Road NH- 211 (Old Tuljapur naka). In the state of Maharashtra, that

- i) Sewerage pipe line will not have any deleterious effects on any of bridge components & roadway safety for traffic.
- ii) For 4 – lanning, “We do undertake that we will relocate service road / approach road / utilities at our own cost notwithstanding the permission granted within such time as well as stipulated by NHAI”, for future 6- lanning or any other development.


Commissioner
Solapur Municipal Corporation
Solapur.

Sub: Solapur city underground Sewerage scheme (For Sewerage Zone I to IV, VI and IX to XIII) Under Atal Mission for Rejuvenation and Urban Transformation (AMRUT Mission) Across of National Highway no. 211).

DETAILS REGARDING SEWERAGE PIPE LINE ROAD CROSSING AT FOLLOWING LOCATIONS.

ROAD CROSSINGS:-

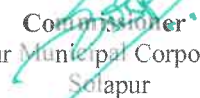
1. RCC 900 mm dia Sewer Line. 1400 mm dia M.S. Casing pipe line Crossing proposed at KM 0/170 by Push Through method.

1. (i)	Name of Company asking for Permission	:	Commissioner, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.
(ii)	Full Address (Registered)	:	Commissioner, Solapur Municipal Corporation, Indrbhuvan, Punyshlok Appasaheb Warad Path, Railway Lines, Solapur - 413001.
(iii)	Details & purpose for laying the pipe line	:	ROAD CROSSINGS : 1. RCC 900 mm dia Sewer line. Length = 60 mtr.
(iv)	Any other details regarding laying		
	(a) Distance of proposed site from Centre of the road at the Extreme edge within the road To boundry.	:	Distance from Center towards Road Crossing at KM 0/170 Length = 60 M,
	(b) Whether it is possible to lay the proposed lines or not Reasons.	:	Yes, it's possible.
2.	Details regarding road alignment Where UG is to be laid along the road.		
(i)	Name of Road	:	Pune - Solapur NH- 211 Sewerage pipe line crossing at Chainage no. 0/170
(ii)	Category of Road	:	National Highway Pune - Solapur NH- 211

(ii)	Width of the road	:	60.00 m.
(a)	Formation width measured from Earthen bank	:	N.A.
(b)	Black top road carriage – way Width	:	10.5 m MCW.
(c)	Road boundry	:	Road boundary from Center towards Road Crossing at KM 0/170
(d)	Location of Sewerage pipe line laying along	:	Solapur – Yedshi (Tuljapur Naka) NH- 211 Sewerage pipe line Road crossing at Chainage no. 0/170. Total Road crossing = 60 M.
3.	Details to be supplied on layout Drawings.	:	3 sets of proposed route drawings are enclosed.
4.	GEOGRAPHICS OF THE SEWERAGE PIPE LINE ROUTE		
(a)	Dimension of the Sewerage pipe line pipe	:	Proposed RCC 900 mm dia Sewer Line. Crossing at km. 0/170.
(b)	Right of way	:	Vested with the NHAI, the proposed Sewerage pipe line will be laid within the road foundry of NH-211.
5. (i)	This is to certify that no Govt. Road land shall be occupied by Public Health Engineer, Solapur Municipal Corporation, Solapur. Except for the purpose of laying of UG Sewerage pipe line.		
6. (ii)	This is to certify that the work shall be in accordance with the Govt. Rules and regulations in force from time to time and binding to Public Health Engineer, Solapur Municipal Corporation, Solapur.		
7.(iii)	This is to certify that all required Cost and fees as per rules and regulations of the Govt. will be deposited timely.		

Date :

Place : Solapur


Commissioner
 Solapur Municipal Corporation
 Solapur

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

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

12. The licensee has to cross the NH by horizontal drilling method (Trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
13. Existing CD work shall not be allowed for laying the pipeline and shall be crossed by HDD method only.
14. No trenching will be done on pucca road, boring method will be used in pucca road and Pipeline will be laid at the extreme edge of the road in the non – BT surface only.
15. The licensee shall inform / give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance / repair work. A separate work plan and a separate performance Bank Guarantee @ Rs. 50/- per meter length for maintenance / repair work shall have to be furnished by the licensee.
16. Each day the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
17. The licensee, shall indemnify the concerned agency in co – ordination with NHAI, against all damages and claims if any due to the digging of trenches for laying pipeline.
18. The NHAI has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cable / ducts, he will have to furnish a separate bank guarantee.
19. The licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said Drinking Sewerage pipeline.
20. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route / road / highway / land / property other than what is herein expressly granted.
21. During the subsistence of this agreement, the laying telecom cables / ducts located in highway land property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
22. The licensee shall bear the stamp duty charged for the agreement.
23. The Sewerage pipeline shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying Pipeline / ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co – ordination with the owner has been obtained.
24. Not with standing anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
25. The licensee shall have to provide barricading, danger lighting and other necessary caution board while executing the work and during maintenance.
26. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
27. After the termination / expiry of the agreement, the licensee shall remove the cables / ducts within 90 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables / ducts. However, before taking up the work of removal of pipeline the licensee shall furnish a bank guarantee to the owner for a period

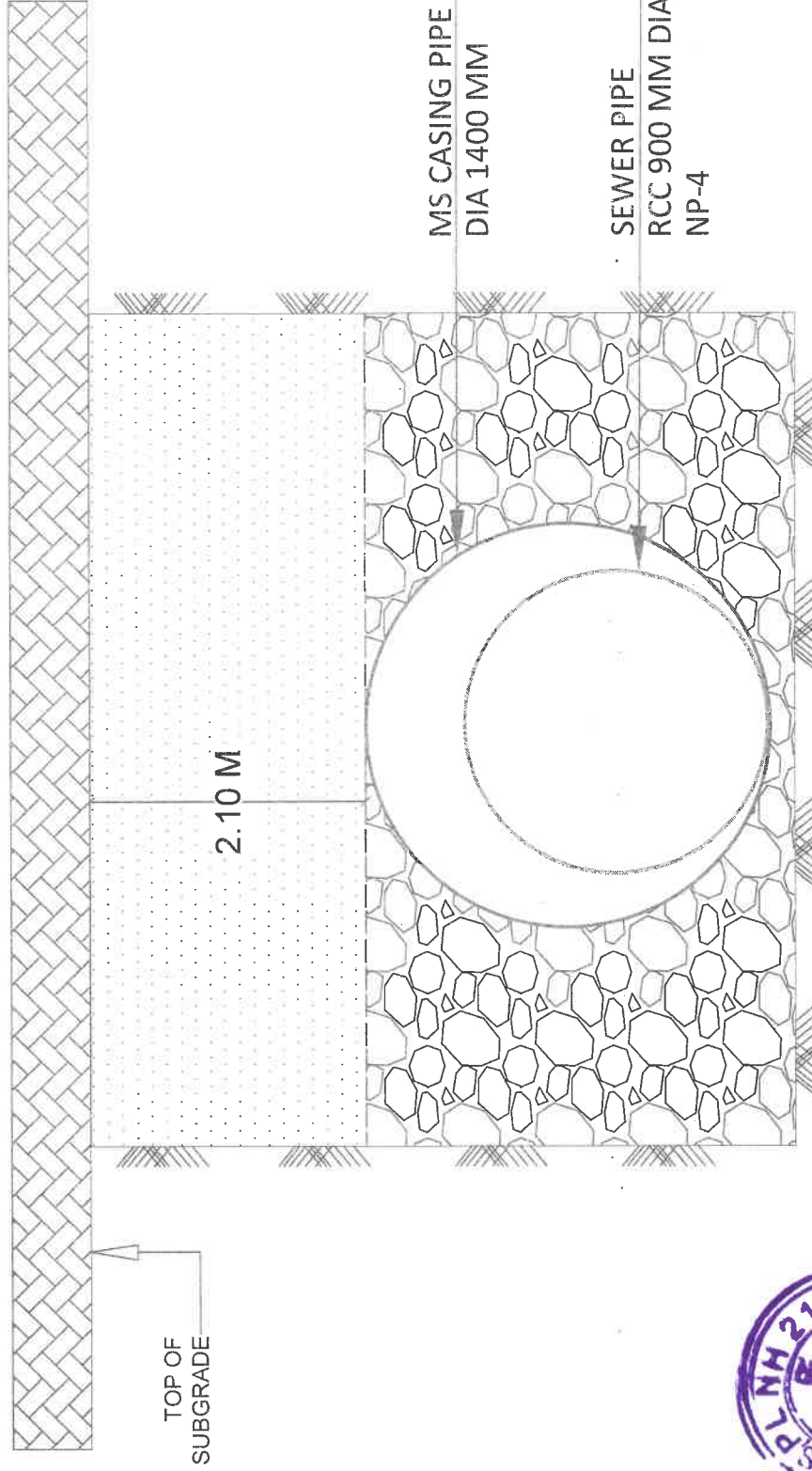
- of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, cleaning debris loose earth produced due to excavation of trenching at least 50 m away from the edge of the right of way.
28. if NHAI is required to do some emergent work the licensee will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
 29. The enforceability of the Right of way permission granted here in shall be restricted to the extent of provisions / scope of service contained / defined in the license agreement of the license with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right of way facility is not to enhance the scope of licensee of the department of Telecommunication.
 30. Strict compliance of the following by the Project Director.
 - a) The provisions of clause No. XXII of the license (Annexure – II) to NHAI guideline dated 07-11-2000 should be adhered to, if the licensee fails to inform the commencement of laying of pipeline 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the NHAI guideline date 07-11-2000.
 - c) An interim execution progress report / status report shall be submitted to NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of pipeline, as per the specification / stipulation and the alignment as approved.
 - d) The final completion certificate shall be issued / submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition / stipulation contained in the agreement, NHAI guideline dated 07-11-2000 and the approved plan.
 - e) To obtain a performance bank guarantee @ Rs. 100/- per running meter of NH from the licensee to safe guard the interest of NHAI from the licensee to safe guard the interest of NHAI.
 - f) Proposal for permission along NH Sections which are proposed to be taken up by NHAI for development through private sector participation on BOT basis, following clause should be inserted in the agreement.

“ The permitted Highway on which licensee has been granted the right to lay cable / duct has also been granted as a right of way to the concessionaire under the concession agreement for up – gradation of **NH-211** Road crossing at Km 0/170RHS, using Build Operate and Transfer basis and therefore, the licensee shall honor the same.”
 - g) A register of records of the permissions accorded has to be maintained by the PD in the prescribed preform (copy enclosed) issued vide Ministry Circular No. RW/NH/33044/17S&R dated 23-07-2003.
 - h) Project Director is authorized to sign an agreement with the applicant, on behalf of NHAI as per NHAI circular no. NHAI/OFC/2K/Vol-II dated 07-11-2000.

Methodology of laying 900 mm dia. RCC NP 4 Sewerage Pipes across the Road.

- First making line out of trench.
- Stock the MS pipes on site
- Marking position of RCC pipes to be lowered from trucks at site of works.
- Covering of PCC M:15 from excavated surface
- Fixing the pushing instruments
- Starting Pushing of MS pipe on Bore Hole one side of road.
- Complete the pushing across the road of MS pipes.
- Now carrier sewerage pipes from MS pipe across the road.
- Covering from sewer pipe encasing of MS pipe Dia 1400 mm.
- Fixing with the selected excavated stuff by partially refilling.
- Construction of B.B. Masonry Chambers with S.F.R.C. Covers.
- Full refilling of the trench of the laid pipe. Refilling and compaction in layers at 150 mm.

TOP OF THE ROAD



Cross Section of Casing Pipe Push Through Method.

PUBLIC HEALTH ENGINEER

SOLAPUR MUNICIPAL CORPORATION, SOLAPUR

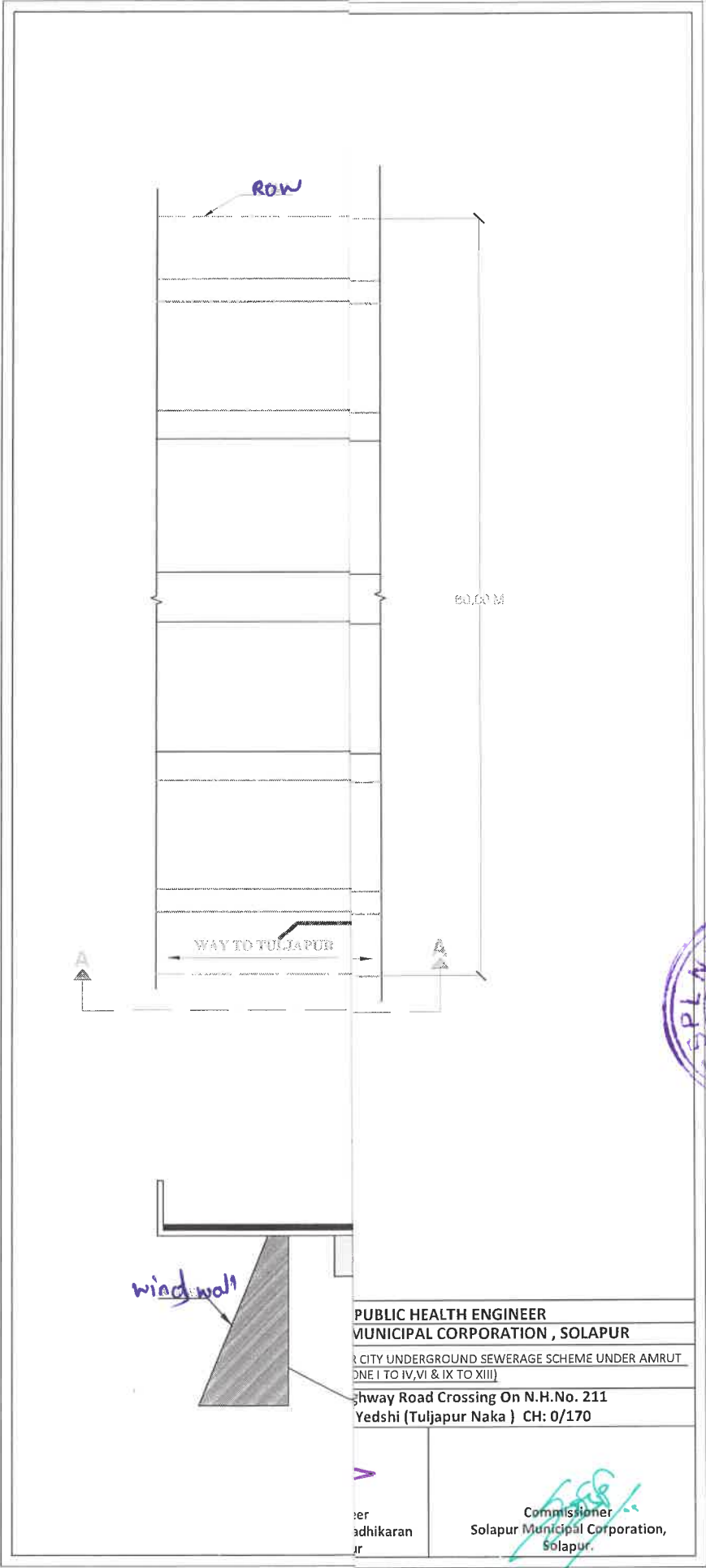
NAME OF WORK: - SOLAPUR CITY UNDERGROUND SEWERAGE SCHEME UNDER AMRUT
MISSION (FOR SEWERAGE ZONE I TO IV, VI & IX TO XIII)

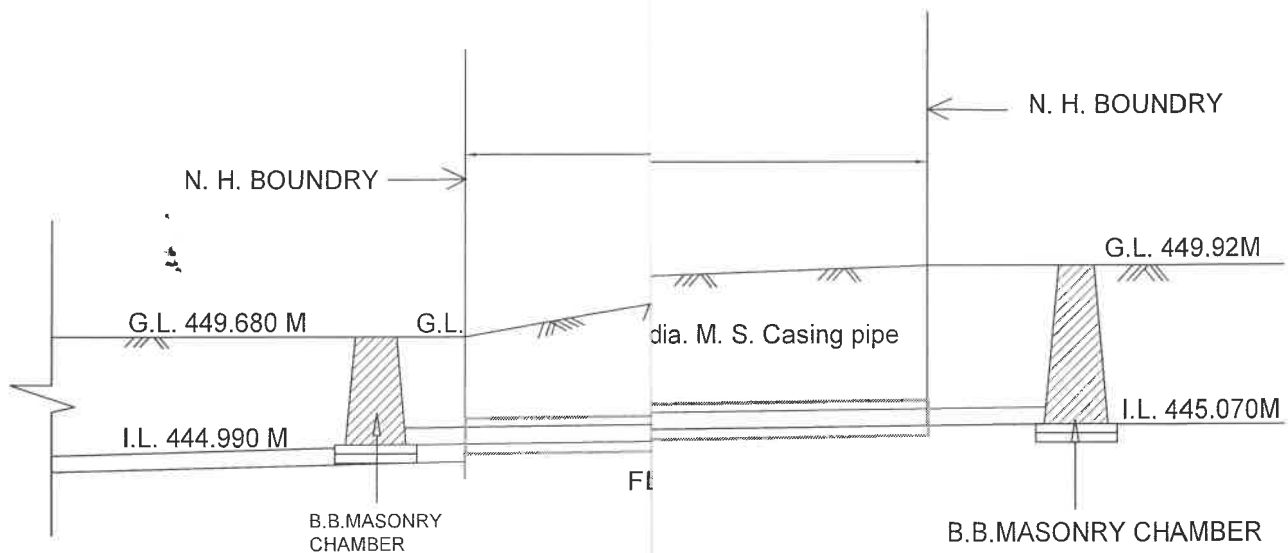
National Highway Road Crossing On N.H.No. 211

Solapur - Yedshi (Tuljapur Naka) CH: 0/170

Executive Engineer
Maharashtra Jeevan Pradhikaran
Division Solapur

Commissioner
Solapur Municipal Corporation,
Solapur.





ROAD CROSSING C
PIPE LINE BY



PUBLIC HEALTH ENGINEER	
SOLAPUR MUNICIPAL CORPORATION, SOLAPUR	
NAME OF WORK: - SOLAPUR CITY UNDERGROUND SEWERAGE SCHEME UNDER AMRUT MISSION (FOR SEWERAGE ZONE I TO IV, VI & IX TO XIII)	
National Highway Road Crossing On N.H.No. 211 Solapur - Yedshi (Tuljapur Naka) CH: 0/170	
 Executive Engineer Maharashtra Jeevan Pradhikaran Division Solapur	 Commissioner Solapur Municipal Corporation, Solapur.