

# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

# National Highways Authority of India

(Ministry of Road, Transport & Highway) परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र)

Project Implementation Unit. Solapur (Maharashtra)

कार्यालय/Office:

प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मान, 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-13/OFCCable/2020-21/ 5019

Date 25/01/2021

### INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Solapur to Vijaypura section of NH-13 (NEW NH-52) from Ch. 0/000 to Km. 110/542 in the state of Maharashtra & Karnataka on BOT Mode-Proposal for the carry out the HDD for laying of 1168mm Dia MS pipeline at Ch.02/480- Reg.

Sir

- Chief Executive Officer, Solapur City Development Corporation Ltd has submitted the proposal to carry out the HDD for laying of 1168mm Dia MS pipeline at Ch.02/480 in the section of NH-13 (New NH-52).
- 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 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

परियोजना निदेशक भा.रा.रा.प्रा. प.का.ई, सोलापर

Copy to:-

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

ii. Master file.

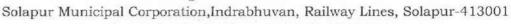


# Solapur-City Development Corporation Ltd.



CIN: U74990PN2016SGC158985

Registered Office



Ph:-0217-2740300, Fax: 0217-2740306

Email:- smccommissioner@yahoo.com

Outward No/SCDCL/989

Date:18/01/2021

To, The Project Director – NHAI, Project Implementation Unit, Solapur Division, Solapur - 413004

आवंक क्र./Inward..... प.का.ई./PIU 4989 सोलायूर./Solapur दिनांक./Date...20101)202

Sub: Request application for permission to carry out the Horizontal Direct Drilling (HDD) at NH 13 of Chainage 02+480 KM for Laying of MS Pipe line 1168 MM Diameter – under Project - Augmentation to Solapur City Water Supply Project (Ujani Dam as Source-110MLD)- Regarding.

CDear Sir,

With reference to the above subject, we would like to inform you that, under the smart city development the Augmentation to Solapur City Water Supply (Ujani Dam as Source-110MLD) was sanctioned. As per approved alignment of this Project, the Pipe line was crossing our Solapur – Vijaypura (Bypass) National Highway road (NH 13) at Chainage 02+480 KM.

In Connection to the above, we here submitting the proposals for permission to carry out the Horizontal Direct Drilling (HDD) Method to cross the road at chainage 02+480 KM of Solapur – Vijaypura (Bypass)National Highway 13.

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

We will request to accept and acknowledge our application letter and Kindly issue the demand note and permission for the above said work.

We are attaching the Plan and cross section drawing for your reference and records.

Thanking You,

(Trimbak Dhengle Patil) Chief Executive Officer

Solapur City Development Corporation Ltd.

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### CHECK - LIST

Guidelines for Project Directors for processing the proposal of crossing National Highway NH13 at 02+480 km with Casing of 1422 mm & water pipe line of 1168 mm MS Pipe.

### Relevent Circulars

1) Ministry's Circular No.

® dated 31.03.2009.

Sr. no.	Item	Information / Status	Remarks
Sr. no.	General information	Drinking water supply pipe line crossing at Ch 02 + 480 km	Agreed
1.1	Name & Address of the Applicant / Agency	SOLAPUR CITY DEVELOPMENT CORPORATION LIMTED.	Agreed
1.2	National Highway Number	NH-13	Agreed
1.3	State	Maharashtra	Agreed
1.4	Location	At Road Crossing at Ch 02+480 km	Agreed.
1.5	Width of available ROW	60 M	Agreed
1.6	Proposal to lay underground		
	(a) Left side from center line towards increasing chainage / km direction.	Yes & it is 30m.	Agreed
	(b) Right side from center line towards increasing chainage / km direction.	Yes & it is 30m.	Agreed
1.7	Proposal to acquire land.	N.A.	N.A.
	(a) Left side from centre line.	N.A.	Agreed
	(b) Right side from centre line.	N.A.	Agreed
1.8	Number of (2/4/6/8 lanes) existing Lanes.	4/6 Lanes.	Agreed
1.9	Proposed Number of lanes (2 lane with paved shoulders / 4 / 6 / 8 lanes).	4 / 6 Lanes with Paved Shoulders.	Agreed
1.1	Service road existing or not	No	Agreed
1.11	Proposed Service road.	N.A.	Agreed
	(a) Left side from center line.	N.A.	Agreed
	(b) Right side from center line.	N.A.	Agreed
1.12	The permission for laying pipe line shall be considered for approval / rejection based on Ministry Circulars mentioned as above.	Submitted for approval.	Agreed
	(a) Carring of water pipe line / sewage pipe line on highway bridge shall not be permitted as fumes / gas pipes can accelerate the process of corrosion or may cause explosions, thus being much more injurious than leakage of water.	N.A.	Agreed
	(b) Carrying of water pipe lines 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 independent superstructure, supported on extended portion of piers and abutments in such manner that in the final arrangement enough free spade around the superstructure of the bridge remains available for inspection and repair etc.		Agreed
	(c) Cost of required extension of the substructure as well as that of the supporting superstructure shall be borne by the agency in charge of utilities.	N.A.	Agreed 7000

Sr. no.	Item	Information / Status	Remarks
	(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 according in this regard with the concurrence of the Ministry's Project Chief.	N.A.	Agreed
1.18	If Crossings of the road involved.	yes	
	If Yes, it shall be either encased in pipes or through structure or conduits spatially built for the purpose at the expenses of the agency owning the line.	Yes, As per drawing attached 1600 mm dia. casing pipe crossed with 1168 mm dia. M.S. pipe Road Crossing at Ch 02+480 km	Agreed
	(a) Existing drainage structure shall not be allowed to carry the lines.	Crossing with trenchless HDD method will be used as per drawing.	Agreed
	(b) Is it on Line normal to NH	Yes	Agreed
	(c ) Crossing shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.	Yes	Agreed
	(d) The casing pipe for conduit pipe in the case of water supply / Sewage carrying the utility line shall be of steel, cast iron or reinforced cement and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe / cable.	We proposed 1422 mm dia. Of casing pipe M.S, carrying 1168 mm dia. Of MS water pipeline.	Agreed
	(e) Ends of the casing / conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes.	Agreed
	(f) The casing / conduit pipe should, as minimum extend from drain in cuts and toe of slope in the files.	Yes.	Agreed
	(g) The top of the casing / conduit pipe should be at least 1.20 meter below the surface of the road subject be being at least 0.3 m below the drain inverts.	Yes.	Agreed
	(h) Crossings shall be done by Boring method ( HDD ) especially where the existing road pavement is of cement concrete or dense bituminous concrete type.		Agreed
	(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.	Yes.	Agreed
2	Document / Drawings enclosed with the proposal.	Yes.	Agreed
	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 m deep x 0.30 m wide).  (I) Should not be greater than 60 cm wider than the outer diameter of the pipe.  (ii) Located as close to the extreme edge of the right of the way as possible but not less than 15 meter from the center lines of the nearest carriageway.	NA.	Agreed
	( iii ) Shall not be permitted to run along the National Highway when the road formation is situated in double cutting. Nor shall these be laid over existing culverts and bridges. ( iv ) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.		* Column City C

Sr. no.	ltem	Information / Status	Remarks		
2.2	Cross section showing the size of pit and location of Water pipe line for HDD method.	Yes.	Agreed		
2.3	Strip plan / Route Plan showing the Pipeline, Chainage, Width of ROW, distance of proposed pipe from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes.	Agreed		
2.4	Methodology for laying Drinking water supply pipe line.	By HDD ( Horizontal directional drilling ) Method. for Road crossing.	Agreed		
2.4.2	Horizontal Directional Drilling ( HDD ) Method.	Yes, For Crossing at Ch 02+480 km	Agreed		
2.4.3	Laying of Water Supply line through CD works and method of laying.	N.A.	Agreed		
3	Draft License Agreement signed by two witnesses.	Yes.	Agreed		
4	Performance Bank Guarantee in favor of NHAI has to be obtained @ Rs. /- per Running meter ( Parallel to NH ) and Rs. /- per crossing of NH, for a period of one year initially ( extendable if required satisfactory completion of work ) as a security for ensuring / making good the excavated trench for laying cables / ducts by proper filling and compaction, clearing debris / loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way, No payment shall be payable by the NHAI to the license for cleaning debris / loose earth.	Shall be submitted as soon as demanded by NHAI.	Agreed		
4.1	Performance B. G. as per above is to obtained.				
4.2	Confirmation of BG has been obtained as per NHAI guidelines.	BG shall be submitted as per Guidelines.	Agreed		
5	Affidavit / Undertaking form the Applicant for the following.				
5.1	Not be damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Yes, enclosed.	Agreed		
5.2	Renewal of Bank Guarantee	Yes, enclosed.	Agreed		
5.3	Confirming all standard condition of NHAI's guideline.	Yes, Enclosed	Agreed		
5.4	Shifting of Pipeline as and when required by NHAI at their own cost.	Yes, Enclosed	Agreed		
5.5	Shifting due to 6 lanning / widening of NH.	Yes, Enclosed	Agreed		
5.6	Indemnity against all damages and claims clause ( xxiv ).	Yes, Enclosed	Agreed		
5.7	Traffic movement during laying of pipe to be managed by the applicant.	Yes, Enclosed	Agreed		
5.8	If any claim is raised by the Concessionaire then the same has to be managed by the applicant.	Yes, Enclosed	Agreed		
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shift repairs, or alterations to the showing of cable / pipe line located in the national Highway.	Yes, Enclosed	Agreed		

Sr. no.	Item	Information / Status	Remarks
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National highway laying, maintenance of shifting of the OF cable / pipe will be borne by the agency owning the line.	Yes, Enclosed	Agreed
5.11	If the NHAI considers necessary in future to move the utility line for any work of improvement repairs to the road, it will be carried out as desires 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, Enclosed	Agreed
5.12	Certificate from the application in the following format.  (i) Laying of water supply line will not have any deleterious effect on any of the bridge components and roadway safety for traffic.  (ii) For 6 laning "we do undertake that I will relocate service road / approach road / utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI "For future six - laning or any other development."	Yes, Enclosed	Agreed
6	Who will sign the agreement behalf of Pipe line agency.	CEO, SCDCL, Solapur	Agreed
7	Certificate from the Project Director	Yes.	Agreed
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. NH-4 (58) / 68 dated 31 / 1 / 2 / 1969, Ministry Circular no. NH - 111 / P / 6 / 76 dated 18 / 19. 11.1976. Ministry Circular No. RW / NH - 111 / P / 66 / 76 dated 11.05.1982, Ministry Circular no. RW / NH - 110371 / 1 / 86 - DOI (ii) dated 28.07.1993, Ministry Circular no. RW / NH - 11037 / 1 / 86 - DOI dated 19.01.1995 Ministry Circular No. RW / NH - 34066 / 2 / 95 / S&R dated 25.10.1999, Ministry Circular No. RW / NH - 34066 / 2 / 95 S&R (B) dated 17.09.2003.	Yes.	Agreed
	Certificate form PD in the following format  1) "It is certified that any other location of the water supply line would be extremly difficult and unreasonable costly and the installation of 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, casing of Curve etc.  2) For - 6 laning.  3) Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the report considering proposed structures at the said location.  4) In case of feasibility report is not available "I do certify that sufficient ROW is available at accommodating proposed six-laning.	Yes.	Agreed



Sr. no.	Item	Information / Status	Remarks	
8	If NH section proposed to be taken up by NHAI on BOT basis clause is to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay pipeline has also been granted as a right of way to the concessionaire under the concesion agreement for up - gradation of ( Pakani at Ch 234+895 km )and therefore, the licensee shall honour the same".	Yes.	Agreed	
9	Who will supervise the work of laying of Pipeline.	Executive Engineer, Maharashtra Jeevan Pradhikaran, Division	Agreed	
	(a) On behalf of the applicant.	CTO, SCDCL, Solapur		
	(b) On behalf of the NHAI.			
10	Who will ensure that the defects in road portion after of laying of water supply line are corrected and if not corrected then what action will be taken.	CEO,Smart City Solapur.	Agreed	
	(a) On behalf of the applicant.	CEO,Smart City Solapur.		
	(b) On behalf of the NHAI.			
11	Who will pay the claims for damages done / disruption in working of Concessionaire if asked by the Concessionaire.	CEO,Smart City Solapur.	Agreed	
12	A Certificate from PD that he will enter the proposed permission in the register of record of the permission in the prescribed proforma.	Yes	Agreed	
13	if any previous approval is accorded for laying of underground pipeline then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed.	N.A.	Agreed	

CHIEF TECHNICAL OFFICER

SCDCL

Solapur.

CHIEF EXECUTIVE OFFICER

SCDCL Solapur.

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

1 Name of State

Name of Agency ( PWD/BRO/NHAI)

NH Number

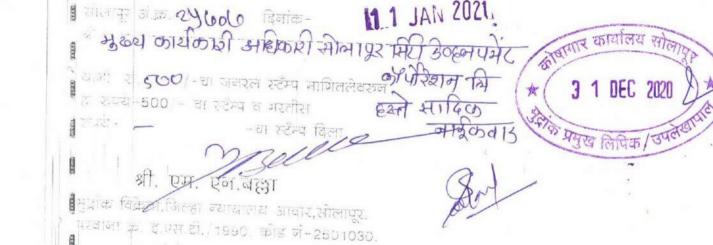
Maharashtra

NHAI, Solapur. NH No. 13 Solapur - Vijayapura (Bypass).

Remarks	
Any deviation from MOST standard norms	ÖZ
Date of last inspecti on of site	
Signing validity last of of of of of of of of of on of agreem on of site	
Date of signing of agreem ent	
Kind of Name of licensee Date of Date of service and contact address signing validity of of agreem agreem ent ent	SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED. Address:- SCDCL Dist. SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur.
Kind of service	Water pipe line
Section and reach	
Location change in Km Section Kind of Name of licensee and contact address reach	At Road Crossing at CH 02+480 Km
Sr. no.	C

Papel





# AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay Drinking water pipe line at Ch 02 + 480 km of NHAI land.

This A	greement m	ade th	is	_ day of			Month of 202	0 (ye	ear)	betw	een	Natio	onal
Highw	ay acting in	his ex	ecutive	capacity th	nrou								
							(hereinafter	refe	rred	to	as	"NH	AI"
which	expression	shall	unless	excluded	by	or	repugnant to						

which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and SOLAPUR SMART CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003,(herein called the License) which expression shall unless excluded by or repugnant to the context, include his successors / administrator assignees on second part.

Whereas National Highway Authority of India (NHAI) is responsible, inter-alia, for development and maintenance of lands on section of Solapur – Vijaypura at Ch 02 + 480 km of NH No 13 RoW.

Whereas the Licensee proposes to Permission for Laying water pipe line referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for the permission to lay utility services at Ch 02 + 480 km.

And whereas the Authority has agreed to grant such permission for way leave on NH RoW as per terms and conditions hereinafter mentioned.

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

- 1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. 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 MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings / parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.60 metre below the ground level. However, any structure above ground shall be

aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;

- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRe and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing / conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 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 herein-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 of ----- 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 HDD (Horizontal directional drilling) Method. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensee shall inform / give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance / repair works. A separate performance Bank Guarantee for maintenance / repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.



- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables / ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route / road / highway land / property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the 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 / 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 WHERE OF THE PARTIES HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRSTABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

By Shri.

(Signature, name & address with stamp)

Signed on Behalf of Solapur City Development Corporation Limited

By Shri Trimbak Dhengale-Patil (CHIEF EXECUTIVE OFFICER) SCDCL, SOLAPUR.

(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:

Sanjay Dhanshetti
 (CHIEF TECHNICAL OFFICER)
 (SCDCL,Solapur)

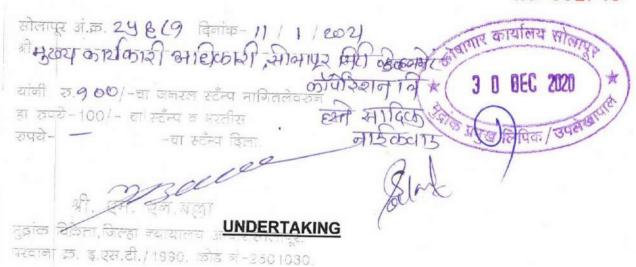
 Devidas Madgundi (Deputy Engineer) (SCDCL,Solapur)



महाराष्ट्र MAHARASHTRA

**2020** 

XC 082746



We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Solapur - Vijaypura (Bypass) section of NH- 13 at CH 02 + 480 km in the state of Maharashtra, that

We will not damage other utility while laying water 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.

**Authorized Signatory** 

Chief Executive Officer



महारोष्ट्र MAHARASHTRA

**2020** 

XC 082745

सोलापूर अं.क. 29660 दिनांक-11/1/2021 कथी कार्यांसय सोलापूर कार्यांसय सोलापूर अं.क. 2960 कथी अम्बीकारी सोना पूर्य सिंधा डिक्टलयमें क्रियांसय सोलाप कार्यांसय सोलाप कार्यांस्थ कार

We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Solapur-Vijaypura (Bypass) section of NH- 13 at Ch 02 + 480 km in the state of Maharashtra, that

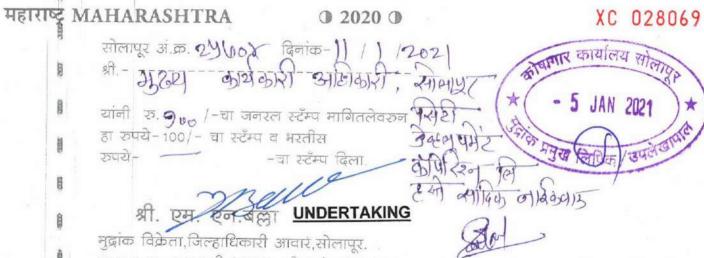
 SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED shall submit the performance Bank Guarantee for the proposed as and when the demand note is raised by NHAI.

ारवामां क्र. इ.एस.टी./ 1990, कोड न-250 1030

 SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED shall renew the performance Bank Guarantee as and when required if work is not completed in one year time of the submission of the BG.

**Authorized Signatory** 





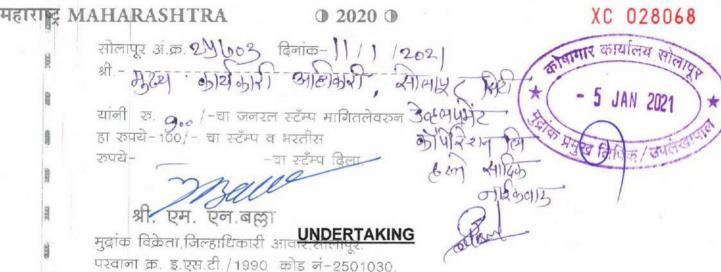
We will be carrying out the water pipe line work as per the specifications and standards of NHAI and the executed work will confirm all the standard conditions of NHAI guidelines.

Authorized Signatory

Chief Executive Officer

Solapur City Development Corporation Ltd.

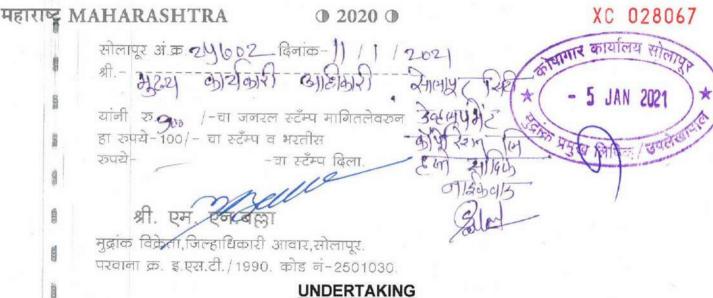




We will shift water pipe line at our own cost as & when required by NHAI Authority within such time as stipulated by NHAI.

Authorized Signatory

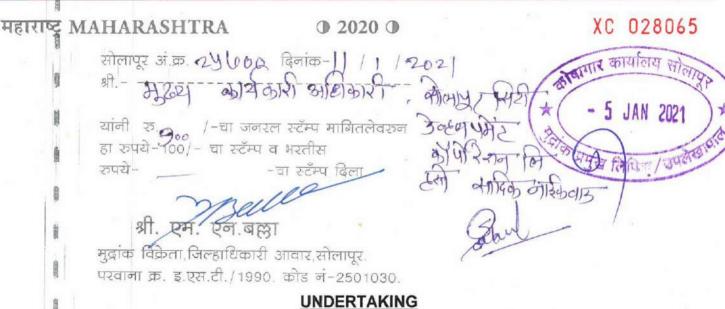




We will relocate water pipe line at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI for further expansion or any other development.

**Authorized Signatory** 





1. SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED 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.

- Water 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 water 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.
- We will not violate the instruction of NHAI (National Highway Authority of India ), New Delhi.
- Water pipe line will be laid under Road by HDD Method.
- The agency will notify the concerned authority at least 15 days in advance before HDD Method.
- Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
- 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.
- The agency shall indemnify the road all the damages, if any, due to the Excavation of trenches for the laying of the water pipe line.

**Authorized Signatory** 



महाराष्ट्र MAHARASHTRA

① 2020 ①

शीलापूर अं.क.२५ ७० दिनांक-।) / / २०२।
शी.- अं.टण जार्थकारी अग्रिकारी अग्रिकारी अग्रिकारी आवार सोलापूर कार्यालय सोलापूर कार्यालय सोलापूर विकास सिंह कार्यालय सोलापूर कार्यालय सामाप्र कार्य कार

We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Solapur- Vijaypura (Bypass) section of NH- 13 at Ch 02 + 480 km in the state of Maharashtra, that

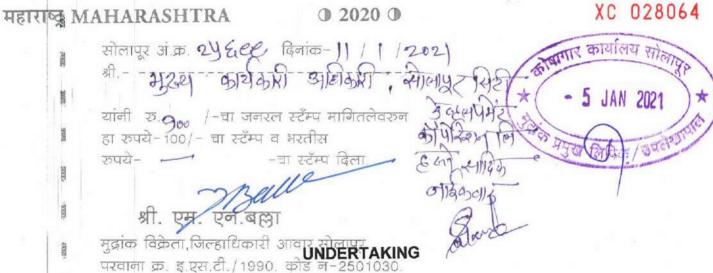
The traffic movement during water pipe line will be managed by SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED in co – ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution boards during daytime and danger light at night will be provided by SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED.

**Authorized Signatory** 

**Chief Executive Officer** 

Solapur Dity Development Corporation Ltd.

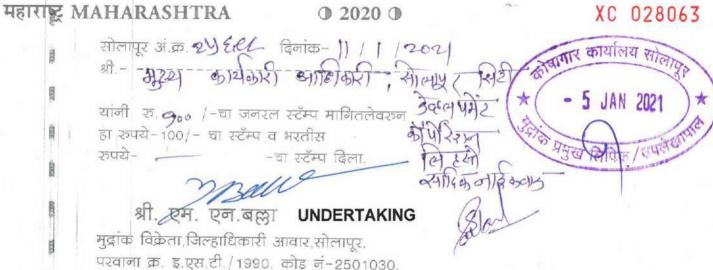




If any claim is raised by concessionaries of the project than the same will be paid by SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED.

Authorized Signatory





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

**Authorized Signatory** 



महाराष्ट्र MAHARASHTRA

① 2020 ①

शोलापूर अं.क. २५६०० दिनांक- |) / 1 /2०२ |
श्री. - अट्टा कार्यकारी आहे कार्यालय लोलावुक विशेष रहे कार्यकारी कार्यक

We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Solapur- Vijaypura (Bypass) section of NH- 13 at Ch 02 + 480 km in the state of Maharashtra, that

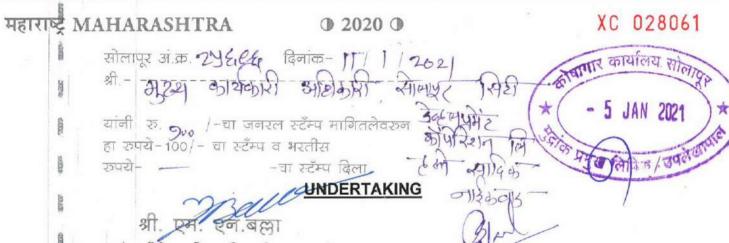
Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the water pipe line will be borne by SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED.

**Authorized Signatory** 

Chief Executive Officer
Solapur City Development Corporation Ltd.

layall





If NHAI considers it necessary in future to move the water 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 SCLAPUR CITY DEVELOPMENT CORPORATION LIMITED Within stipulated reasonable time (Not exceeding 60 days) of the intimation given.

**Authorized Signatory** 



महाराष्ट्र MAHARASHTRA

① 2020 ①

XC 028060

कार्यालय सीलाए

सोलापूर अं.क. २५६९५ दिनांक- | | | | २०२ | श्री. - अ.७० | जायकारी आहाकारी जालापूर अं.क २५६ | स्थित के अंदिशन के अंदिशन कि रूपये - 100/- वा स्टॅम्प व भर **ÜNDERTAKING** के प्रिकेशन कि रूपये - - वा स्टम्प दिला.

We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Solapur- Vijaypura (Bypass) section of NH- 13 at Ch 02 + 480 km in the state of Maharashtra, that

i) Water pipe line will not have any deleterious effects on any of bridge components & roadway safety for traffic.

ii) For 6 – lanning, "We do undertake that we will relocate service road / approach road / utilities at our own cost not with standing the permission granted within such time as well as stipulated by NHAI", for future 6- lanning or any other development.

**Authorized Signatory** 

Chief Executive Officer

Solapur City Development Corporation Ltd.

Subject: Crossing of Solapur - Vijaypura (Bypass) section of NH-13 at Ch 02 + 480 km with casing of 1422 mm of MS pipe and MS water pipe line of 1168 mm.

### DETAILS REGARDING CROSSING

(i) Name of Company asking for

Permission

SOLAPUR CITY

DEVELOPMENT

CORPORATION

LIMITED

Full Address (Registered)

**SCDCL Dist. Planning** 

(ii) office, New collector

office premises, Near

Govt. Milk Dairy, Saat Rasta, Solapur,

Maharashtra 413003

(iii) Details & purpose for laying the

pipe line

Providing water pipe line

for SOLAPUR CITY.

Details regarding road alignment

Where UG is to be laid.

(i) Name of Road

Solapur- Vijaypura

(Bypass) section of NH-

13 at Ch 02 + 480 km

(ii) Category of Road

Solapur- Vijaypura

(Bypass) section of NH-

13 at Ch 02 + 480 km

(ii) Width of the road

60 m.

(a) Formation width measured from

Earthen bank

(b) Black top road carriage - way

Width

Details to be supplied on lay out

Drawings.

2 sets of proposed route

drawings are enclosed.

### 4. GEOGRAPHICS OF THE WATER PIPE LINE ROUTE

(a) Dimension of the casing pipe : 1422 mm dia. MS pipe of

16 mm Thickness

(b) Dimension of the water pipe line

1168 mm dia. MS pipe of

pipe

10 mm Thickness

(c) Right of way

Vested with the NHAI, the proposed water pipe

line will be laid across

the highway.

This is to certify that no Govt. Road land shall be occupied by

(i) SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED. Except for the purpose of laying of UG water pipe line.

This is to certify that the work shall be in accordance with the Govt.

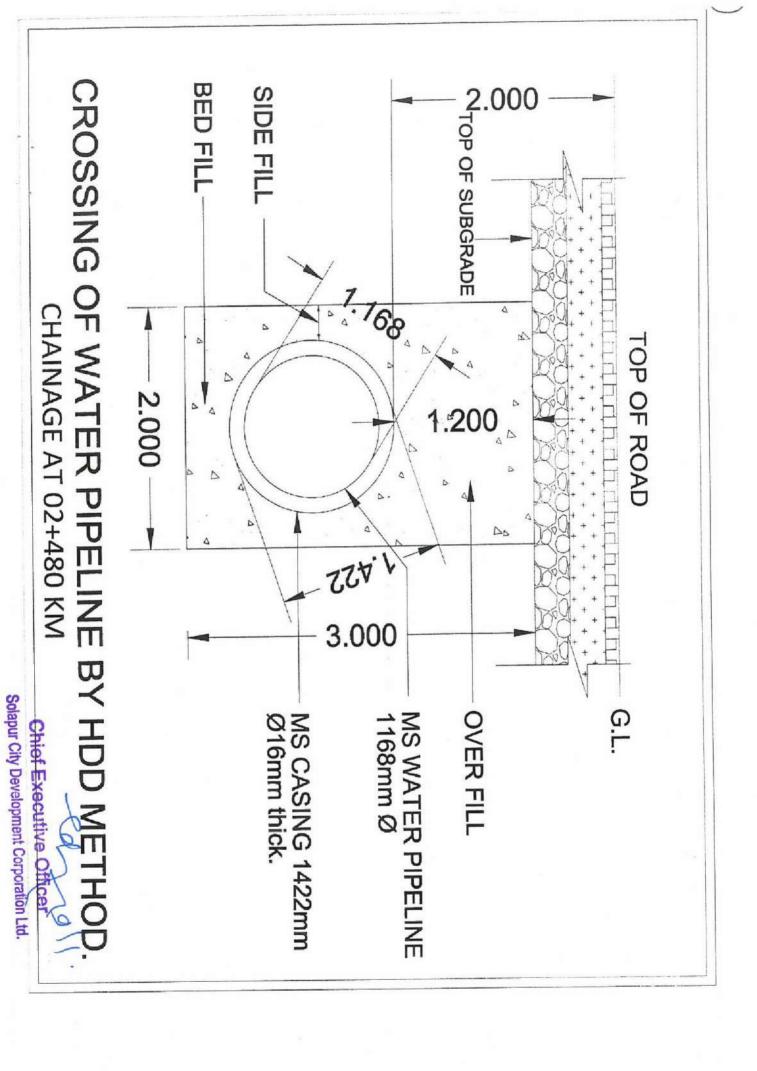
(ii) Rules and regulations in force from time to time and binding to SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED

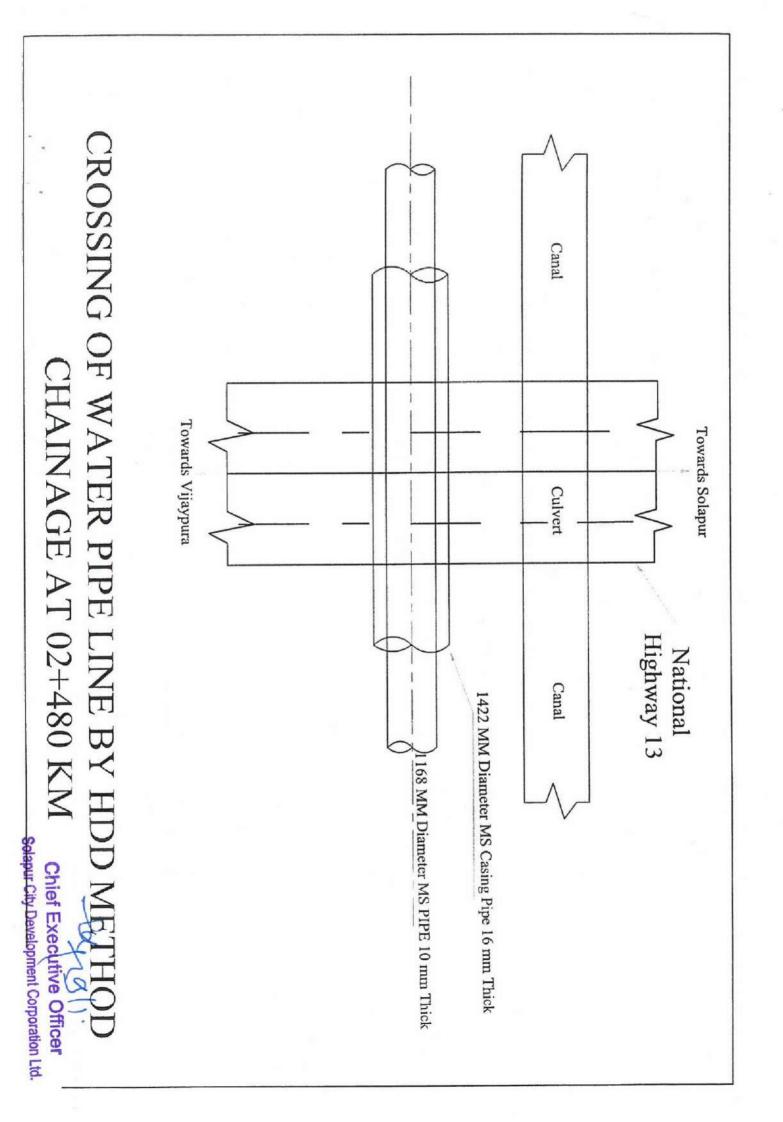
7.(iii) This is to certify that all required Cost and fees as per rules and regulations of the Govt. will be deposited timely.

Date: 11 9 JAN 2021

Place: Solapur.

Authorized Signatory





# Methodology of laying 1422 mm of casing of MS pipe & 1168 mm dia. M.S. Pipes by HDD method.

# > As per MJP CSR Specification -

Pushing of 1422 mm dia. Of MS Casing pipe with water pipe line of 1168 mm for Road crossing by push through method in all types of strata by using hydraulic jack and drilling machines M.S. casing pipes, lowering, laying, jointing of material, required welding machinery, tripod, chain pulley block Crain blower, compressor, loading and unloading of machinery into the trench etc. transportation and dewatering etc. complete. Lowering,

# Actual Field Methodology –

- > The pilot hole is drilled with a diameter of 100 mm along the proposed design centerline.
- ➤ Then, the pilot hole is enlarged by backreaming to the desired 1422 mm dia. Of MS Casing pipe with MS water pipe line of 1168 mm diameter by successive passes of different-sized backreamers, to install the desired utility product pipe.
- > The product pipe is connected to the end of the drilling rod and backreamer assembly by a swivel and pulled through the enlarged pilot hole.
- ➤ The pilot hole is normally drilled by a surface launched rig with an inclined carriage, that is typically adjusted at an angle of 8 to 18 degrees from the surface of the ground for entrance and between 8 and 12 degrees at the exit. Rotating the drill bit, assisted by the thrust force transferred from the drill string, performs soil cutting in the mechanical drilling process. The mechanical drill bits may vary from a slim cutting head with a slanted face for small and short bore applications to a diamond mounted roller cutter used with mud motors for large and long crossings.
- > The utility boring method utilizes high pressure, low-volume drilling fluid, usually bentonite mud, to jet through shallow, soft soil formations to ensure the surrounding formation will not become saturated and unstable.