

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport & Highway) परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र) Project Implementation Unit. Solapur (Maharashtra) कार्यालय/Office:

प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे, जुळे सोलापूर, सोलापूर – ४१३००४ (महाराष्ट्र)

Plot No. E- 2, Jai Jalaram Nagar, Behind Shivdare College, Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379

ई-मेल/Email : solapur@nhai.org; piusolapur@gmail.com

No.: NHAI/PIU/SLP/NH-166/OFCCable/2020-21/ 5032

Date: 2501 2021

INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Mangalwedha Solapur section of NH-166 from Ch. 321/600 to Km. 378/100 (PKG-IV) in the state of Maharashtraon Hybrid Annuity Mode- Proposal for the carry out the HDD for laying of 1168mm Dia MS pipeline at Ch.373/485 - Reg.

Sir

- Chief Executive Officer, Solapur City Development Corporation Ltd has submitted the proposal for the carry out the HDD for laying of 1168mm Dia MS pipeline at Ch.373/485 in the section of NH-166.
- As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
- 3. In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director

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

Thanking you,

भवदीय

परियोजनानिदेशक भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

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

ii. Master file.

BHARATMALA ROAD TO PROSPERITY

Solapur-City Development Corporation Ltd.



CIN: U74990PN2016SGC158985

Registered Office



Solapur Municipal Corporation, Indrabhuvan, Railway Lines, Solapur-413001 Ph:-0217-2740300, Fax: 0217-2740306

Email:- smccommissioner@yahoo.com

Outward No/SCDCL/988

Date:18/01/2021

To, The Project Director - NHAI, Project Implementation Unit, Solapur Division, Solapur - 413004 आवक क़./Inward प.का.ई./PIU 4988 सोलापूर./Solapur दिनांक./Date 20 01 1007

Sub: Request application for permission to carry out the Horizontal Direct Drilling (HDD) at NH 166 of Chainage 373+485 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.

Dear 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 Mangalwedha Solapur National Highway road (NH 166) at Chainage 373+485 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 373+485 KM of Mangalwedha Solapur National Highway 166.

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,

TCILY Development C

(Trimbak Dhengle Pavil) Chief Executive Officer

Solapur City Development Corporation Ltd.

CHECK - LIST

Guidelines for Project Directors for processing the proposal of crossing National Highway NH166 at 373+485 km with Casing of 1422 mm & water pipe line of 1168 mm MS Pipe.

Relevent Circulars

Ministry's Circular No.

@ dated 31.03.2009. Check list for getting approval for Javing Drink

Sr. no.	item	or laying Drinking water pipeline of Information / Status	Remarks
	General information	Drinking water supply pipe line crossing at Ch 373 + 485 km	Agreed
1.1	Name & Address of the Applicant / Agency	SOLAPUR CITY DEVELOPMEN CORPORATION LIMITED.	T Agreed
1.2	National Highway Number	NH-166	1
	State	Maharashtra	Agreed
1.4	Location	At Degaon, near acqaduct Road Crossing at Ch 373 + 485 km	Agreed.
1.5	Width of available ROW	30 M	-
1.6	Proposal to lay underground	OC IV	Agreed
(i	(a) Left side from center line towards ncreasing chainage / km direction.	Yes & it is 15m.	Agreed
11	b) Right side from center line towards ncreasing chainage / km direction.	Yes & it is 15m.	Agreed
	Proposal to acquire land.	N.A.	N.A.
	a) Left side from centre line.	N.A.	Agreed
(i	b) Right side from centre line.	N.A.	Agreed
.8 N	lumber of (2/4 /6/8 lanes) existing Lanes	. 4/6 Lanes.	Agreed
SI	roposed Number of lanes (2 lane with paved houlders / 4 / 6 / 8 lanes).	4 / 6 Lanes with Paved Shoulders.	Agreed
	ervice road existing or not	No	Agreed
	roposed Service road.	N.A.	Agreed
) Left side from center line.	N.A.	Agreed
(b) Right side from center line.	N.A.	Agreed
Mi	ne permission for laying pipe line shall be insidered for approval / rejection based on instry Circulars mentioned as above.	Submitted for approval.	Agreed
(a) line as pro thu	Carring of water pipe line / sewage pipe e on highway bridge shall not be permitted furnes / gas pipes can accelerate the ocess of corrosion or may cause explosions, is being much more injurious than leakage water.	N.A.	Agreed
sup viat auti is fi pipe sup abu arra	Carrying of water pipe lines on bridge shall obe discouraged. However if the water oply authorities seem to have no other oble alternative and approach the highway horities we before the design of the bridge nalized they may be permitted to carry the eline on independent superstructure, ported on extended portion of piers and tments in such manner that in the final ingement enough free spade around the erstructure of the bridge remains available inspection and repair etc.	N.A.	Agreed
supe	Cost of required extension of the structure as well as that of the supporting extructure shall be borne by the agency in ge of utilities.	I.A. Ballos	greed

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
	If Crossings of the road involved.	yes	
t	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.	Ves As per dentile and I	Agreed
a a	Existing drainage structure shall not be allowed to carry the lines.	Crossing with trenchless HDD method will be used as per drawing.	Agreed
(1	b) Is it on Line normal to NH	Yes	Agroad
m	c) Crossing shall not be too near the existing tructures on the National Highway, the ninimum distance being 15 meter.	Yes	Agreed Agreed
lir ce la ca	d) The casing pipe for conduit pipe in the case f water supply / Sewage carrying the utility ne shall be of steel, cast iron or reinforced ement and have adequate strength and be rge enough to permit ready withdrawal of the arrier pipe / cable.	We proposed 1422 mm dia. of M.S. casing pipe and carrying 1168 mm dia of M.S. water pipeline.	Agreed
as	 Ends of the casing / conduit pipe shall be ealed from the outside, so that it does not act a drainage path. 	Yes.	Agreed
slo) The casing / conduit pipe should, as inimum extend from drain in cuts and toe of ope in the files.	Yes.	Agreed
roa dra	at least 1.20 meter below the surface of the ad subject be being at least 0.3 m below the ain inverts.	Yes.	Agreed
pav bitu	Crossings shall be done by Boring method DD) especially where the existing road vement is of cement concrete or dense uninous concrete type.		Agreed
in s of a	n an even boring throughout its length and such a manner as to prevent the formation a waterway along it.	Yes.	Agreed
prop	cument / Drawings enclosed with the posal.	res.	Agreed
m di (I): than (ii) the r than near (iii) Natio situa	eep x 0.30 m wide). Should not be greater than 60 cm wider the outer diameter of the pipe. Located as close to the extreme edge of right of the way as possible but not less to 15 meter from the center lines of the rest carriageway. Shall not be permitted to run along the onal Highway when the road formation is sted in double cutting. Nor shall these be over existing culverts and bridges	VA.	Agreed
(iv) least	These should be so laid that their top is at 0.6 meter below the ground level so as 0 obstruct drainage of the road land.		

Sr. n	ltem	Information / Status	Remark
2.2	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.	drilling) Method. for Road	Agreed
2.4.2	Method	d. Yes, For Crossing at Ch 373+48	5 Agreed
2.4.3	and method of laying.	ks N.A.	Agreed
3	Draft License Agreement signed by two witnesses.	Yes.	Agreed
	Performance Bank Guarantee in favor of NH/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 clearing debris / loose earth.	demanded by NHAI.	Agreed
.2 (Performance B. G. as per above is to obtained	I. EG shall be submitted as per	
5 A	NHAI guidelines. Affidavit / Undertaking form the Applicant for he following.	Guidelines.	Agreed
C	Not be damage to other utility, if damaged then o pay the losses either to NHAI or to the concerned agency.	Yas, enclosed.	Agreed
_	Renewal of Bank Guarantee	Yes, enclosed.	Agreed
190	onfirming all standard condition of NHAI's uideline.	Yes, Enclosed	Agreed
14	hifting of Pipeline as and when required by HAI at their own cost.	Yes, Enclosed	Agreed
ICI	hifting due to 6 lanning / widening of NH.	Yes, Enclosed	Agreed
	demnity against all damages and claims ause (xxiv).	V- F : .	Agreed
Incla		Yes, Enclosed	Agreed
Inclass Tra	affic movement during laying of pipe to be anaged by the applicant.	res, Enclosed	
Tra ma If a the ap	affic movement during laying of pipe to be anaged by the applicant.	Y =	Agreed

r. no.	l l	Information / Status	Remark
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
	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 NHA! 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
() () () () () () () () () () () () () (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."		Agreed
	Who will sign the agreement behalf of Pipe line gency.	CEO, SCDCL, Solapur	Agreed
	ertificate from the Project Director ertificate for confirming of all standard	Yes.	Agreed
Ci 11 P no 28 11 Cir dar NH	(58) / 68 dated 31 / 1 / 2 / 1969, Ministry (ircular No. NH- (58) / 68 dated 31 / 1 / 2 / 1969, Ministry ircular no. NH - 111 / P / 6 / 76 dated 18 / 19. 1.1976. Ministry Circular No. RW / NH - 111 / / 66 / 76 dated 11.05.1982, Ministry Circular D. RW / NH - 110371 / 1 / 86 - DOI (ii) dated 3.07.1993, Ministry Circular no. RW / NH - 1037 / 1 / 86 - DOI dated 19.01.1995 Ministry roular No. RW / NH - 34066 / 2 / 95 / S&R ted 25.10.1999, Ministry Circular No. RW / H - 34066 / 2 / 95 S&R (B) dated 17.09.2003.	Yes	Agreed
wall and Sup affer high Suc Cur 2) F 3) W that lanir prop 4) In do c	rifficate form PD in the following format "It is certified that any other location of the ter supply line would be extremly difficult d unreasonable costly and the installation of pply Pipe line within ROW will not adversely ect the design, stability & traffic safety of the thway nor the likely future improvement. The as widening of the carriageway, casing of the etc. For - 6 laning. Where feasibility is available "I do certify there will be no hindrance to proposed six - ng based on the report considering toosed structures at the said location. The case of feasibility report is not available "I tertify that sufficient ROW is available at termodating proposed six - laning.	res.	Agreed

Sr. n	o. Item	Information / Status	Remarks
8	If NH section proposed to be taken up by NH/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 concessionagreement for up - gradation of (Pakani at Ch 234+895 km)and therefore, the licensee shall honour the same".	n	Agreed
9	Who will supervise the work of laying of Pipeline.	Executive Engineer, Maharashtra Jeevan Pradhikaran, Division, Solapur.	Agreed
	(a) On behalf of the applicant.	CTO, SCDCL, Solapur	
	(b) On behalf of the NHAL	O.O. COBCL, Solapul	
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	- Sty Golapur.	
	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 C	Yes	Agreed
3	f and and a	N.A.	Agrced

CHIEF TECHNICAL OFFICER
SCDCL SOSSICER
Sclapur.

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)

Name of State
Name of Agency (
PWD/BRO/NHAI)

Maharashtra

NHAI

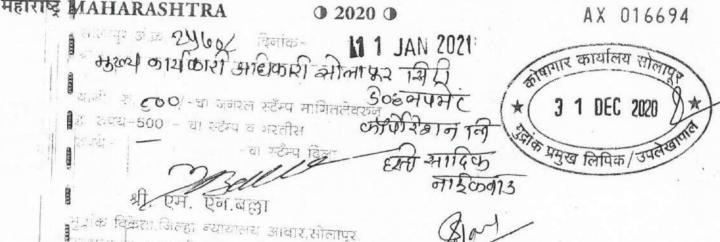
NH Number

: NHAI, Solapur.

NH No. 166 (Mangalwedha - Solapur).

<u>.</u>	Location change in Km	Section and reach	Kind of service	Section Kind of Name of licensee Date of Date of and contact address signing validity reach of of agreem agreem ent ent	Date of signing of agreem ent	Date of Date of Site of Site of Signing validity last of Inspecti agreem on of ent site	Date of last inspecti on of site	Any deviation from MOST standard norms	Remarks
5	At Degaon, Near Acquaduct Road Crossing at		Water pipe line	SOLAPUR CITY DEVELOPMENT				No.	
	11 20 24 400 NIII			CORPORATION LIMITED. Address:- SCDCL Dist.					
				Planning office, New collector office					
	Devol.			premises, Near Govt. Milk Dairy, Saat					
	000000000000000000000000000000000000000			Rasta, Solapur.					





AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS Agreement to lay Drinking water pipe line at Ch 373 + 485 km of NHAI land.

This Agreement made this	day of	Month of 2020	(year) between National
Highway acting in his executi	ve capacity thro	ough	() ,

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 Mangalwedha Solapur at Ch 373 + 485 km of NH No 166 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 373 + 485 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 backfili 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 authorised Representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in

accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation 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)

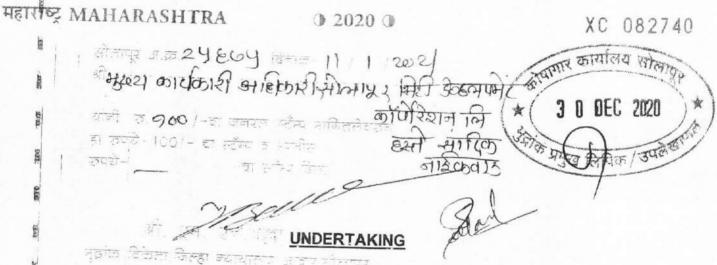
HOLDER OF GENERAL POWER OF ATTORNEY . DATED _____ EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO._____ DATED ____ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON IN THE PRESENCE OF WITNESSES:

1. Sanjay Phanshetti
(CHIEF TECHNICAL OFFICER)
(SCDCL, Solapur)

 Devidas Madgundi (Deputy Engineer)
 (SCDCL, Solapur)







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 Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 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





महासेष्ट्र MAHARASHTRA

@ 2020 @

XC 082757

सोलाप्र अंक 24662 वनक-11/1/2021 में मुख्य कार्यकारी सहिकारी सोलापूर सिरी. याची क 900/- जनस्त लंड UNDERTARME पर्मेट हा रुपरे-100/- चा न्ट्रेंस क अनीत को प्रेसिशन स्थि

3 D DEC 2020

नार कार्यालय सोन

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 to undertake in Reference to our Application for crossing of water pipe line across Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 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.

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.

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Authorized Signatory

2.

Chief Executive Officer
Soldpur City Development Corporation Ltd.

Sent Corporation Ltd



महाराष्ट्र MAHARASHTRA

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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 Mangalwedha Solapur section of NH-166 at Ch 373 + 485 km in the state of Maharashtra, that

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.

एक माज इस्म ही । १९००



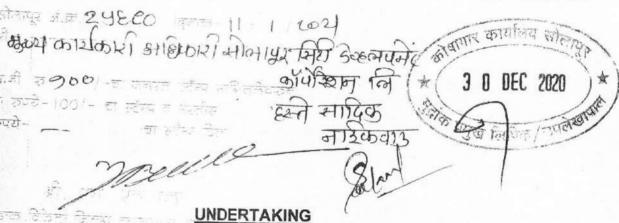


महाराष्ट्र MAHARASHTRA

स्टलाक इ.स्म.री १००

@ 2020 @

XC 082755



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 Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 km in the state of Maharashtra, that

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

Authorized Signator





महाराष्ट्र MAHARASHTRA

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अपने कार्यालय सालापुर के विश्व कार्यालय सालापुर कार्यालय कार्यालय सालापुर कार्यालय कार्यालय सालापुर कार्यालय सालापुर कार्यालय सालापुर कार्यालय सालापुर कार्यालय कार्यालय सालापुर कार्यालय कार्

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 Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 km in the state of Maharashtra, that

- 250 1030

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

Chief Executive Officer
Solapur City Development Corporation Ltd,

ख्यामा क इ.स.ची./१४५०



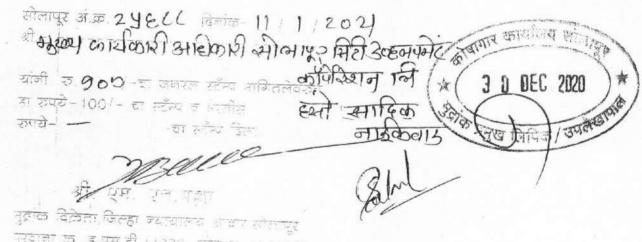


महाराष्ट्र MAHARASHTRA

1.

2020

XC 082753



UNDERTAKING

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 dur Application for crossing of water pipe line across Mangalwedha Solapur section of NH-166 at Ch 373 + 485 km in the state of Maharashtra, that

SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved dwners for any direct or indirect or consequential damages caused to them / claim or replacements sought for at our cost and risk.

- 2 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.
- 3. We will not violate the instruction of NHAI (National Highway Authority of India), New Delhi.
- 4. Water pipe line will be laid under Road by HDD Method.
- 5. The agency will notify the concerned authority at least 15 days in advance before HDD Method.
- 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 darnages, if any, due to the Excavation of trenches for the laying of the water pipe line.

Authorized Signatory

Chief Executive Officer

Solapur City Development Corporation Ltd.



महासाइ MAHARASHTRA

① 2020 ①

सोलापुर अं.क. 2466 दिनांक-11 / 1/2021
अध्या कार्यालय प्राचित्र कार्यालय कार्यालय

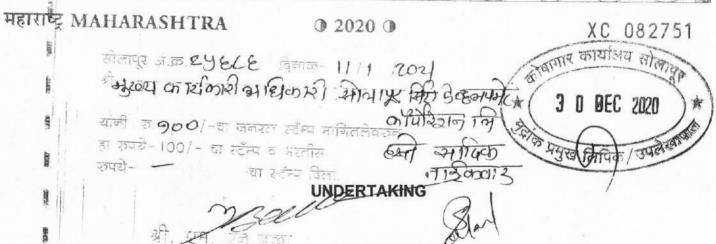
We, SOLAPUR CITY DEVELOPMENT CORPCRATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 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 a rangement 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





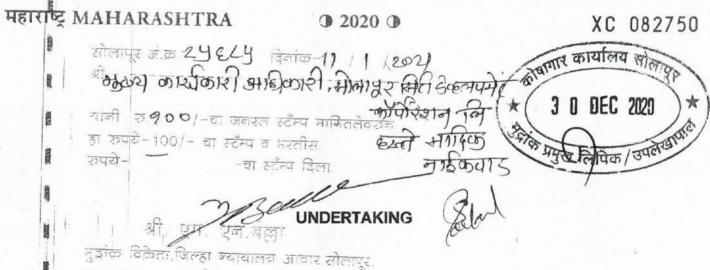


We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Mangalwedna Solapur section of NH- 166 at Ch 373 + 485 km in the state of Maharashtra, that

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

Authorized Signatory



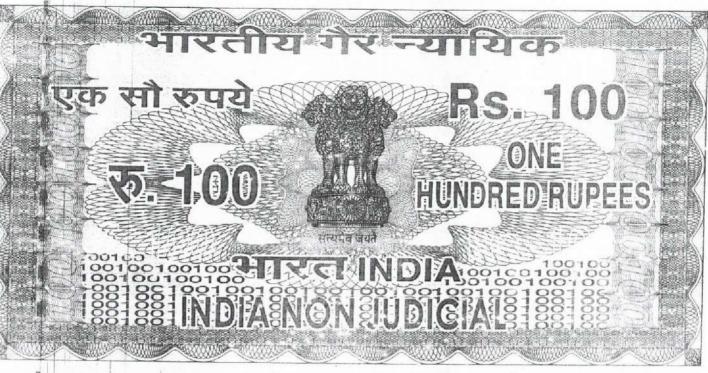


We, SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 km 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 showing water pipe line located in the ROW of National Highway.

Authorized Signatory





पहाराष्ट्र MAHARASHTRA

① 2020 ①

अंतिस्पर अं.क. 29 ६८४ दिनाक-11 1 ७०२।
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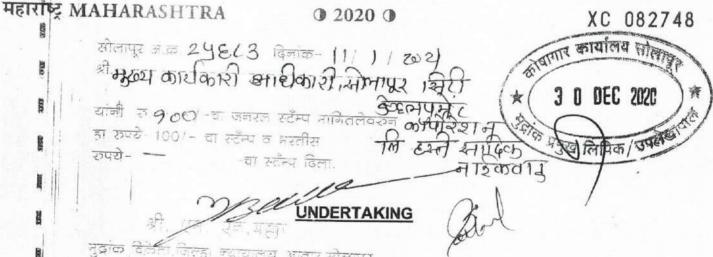
We, SOLAPUR CHY DEVELOPMENT CORPORATION LIMITED, having its registered office at SCDCL Dist. Planning office, New collector office premises, Near Govt. Milk Dairy, Saat Rasta, Solapur, Maharashtra 413003, hereby do undertake in Reference to our Application for crossing of water pipe line across Mangalwedha Soiapur section of NH- 166 at Ch 373 + 485 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







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 cipe line across Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 km in the state of Maharashtra, that

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 SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED Within stipulated leasonable time (Not exceeding 60 days) of the intimation given.

Authorized Signatory

Chief Executive Officer
Solapur City Development Corporation Ltd.

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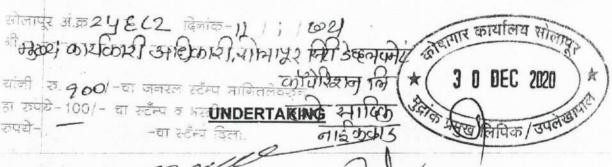




महाराष्ट्र MAHARASHTRA

2020

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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 Mangalwedha Solapur section of NH- 166 at Ch 373 + 485 km in the state of Maharashtra, that

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

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

i)



Subject: Crossing of Solapur- Mangalwedha of NH- 166 at Ch 373 + 485 km with casing of 1422 mm dia of MS pipe and 1168 mm dia of MS water pipe line.

DETAILS REGARDING CROSSING

(i) Name of Company asking for

Permission

SOLAPUR CITY

DEVELOPMENT

CORPORATION

LIMITED

Full Address (Registered)

SCDCL Dist. Planning

office, New collector

office premises, Near

Govt. Milk Dairy, Saat

Rasta, Solapur,

Maharashtra 413003

(iii) Details & purpose for laying the

pipe line

(ii)

Providing water pipe line

for SOLAPUR CITY.

Details regarding road alignment

Where UG is to be laid.

(i) Name of Road

Mangalwedha Solapur of

NH- 166 at

Ch

373 + 485 km

(ii) Category of Road

Solapur- Mangalwedha

of NH- 166 at

Ch 373 + 485 km

(ii) Width of the road

30 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.

5. 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 Covt.

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

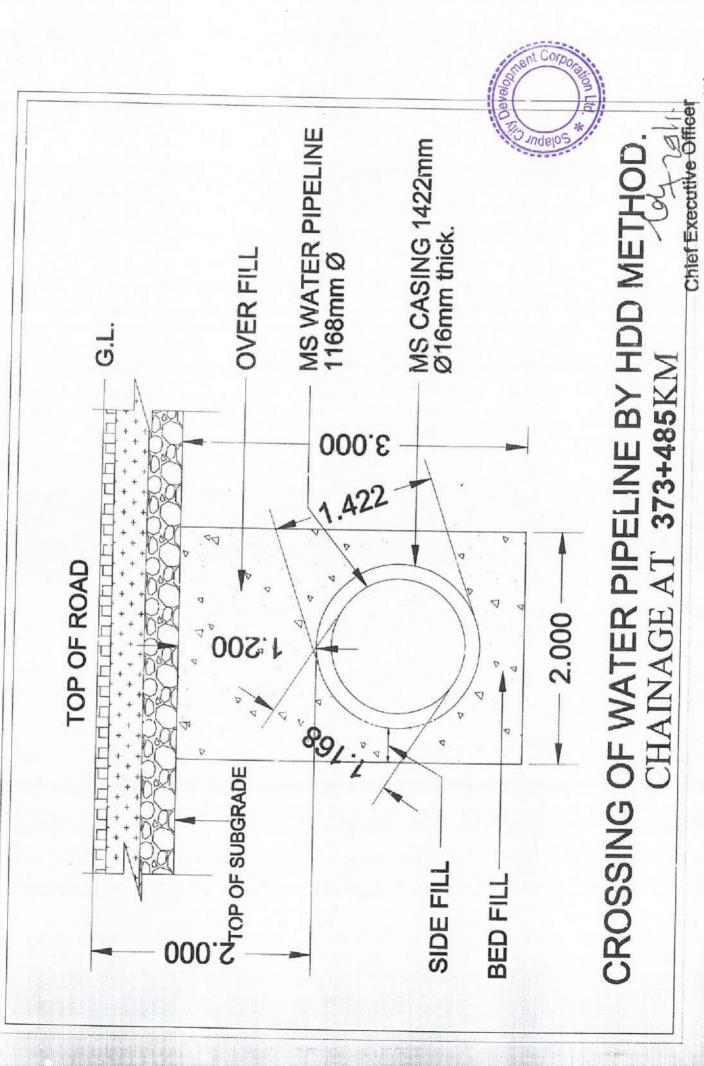
7.(iii) This is to certify that all required Cost and fees as per rules and regulations of the Govt. will be deposited timely.

Date:

Place: Solapur.

Authorized Signatory





Solapur City Development Corporation Ltd.

Chief Executive Officer

Solapur City Development Corporation Ltd.

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 rcd 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 bure 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.

Chief Executive Officer
Solapur City Development Corporation Ltd.

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