



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन एवं राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

क्षेत्रीय कार्यालय (राजस्थान) /Regional Office (Rajasthan)

एफ-120, जनपथ, श्याम नगर, जयपुर-302019

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No.: NHAI/18013/1/2020-ROJ/Permission-Overhead Crossing-220KV/84/NH-11, km 298+215/349

Date: 20.05.2021

Project Director

NHAI-Bikaner

C-38, Sadulganj,

Bikaner (Rajasthan) - 302019.

Sub.: Proposal for grant of permission for overhead highway crossing of 220KV OHL from MSPL's 200 MW (AC) Solar PV Power Plant at Km 30+720 (NH-15) [Km. 298+215 of New NH-11] of Bikaner-Phalodi, Village-Khari Charnan (Gajner), Tehsil-Kolayat, Distt-Bikaner in the state of Rajasthan by M/s. Mahindra Susten Pvt. Ltd. - **Provisional Permission - reg.**

Ref.: 1. M/s. Mahindra Susten Pvt. Ltd. letter no. MSPL/NHAI/200MW-SECI-RJ/2020/ 11/ 03/ 01 dated 03.11.2020.
2. PD, PIU-Bikaner letter no. 13018/1/2015/NOC-Other(B-P)/8057 dt. 24.03.2021.
3. This office letter no. NHAI/18013/1/2020-ROJ/Permission-Overhead Crossing-220KV/84/NH-11, km 298+215/76 dated 09.04.2021.

Sir,

This has reference to your letter cited under ref. (2) above, vide which you have submitted the proposal for grant of permission for overhead highway crossing of 220KV OHL from MSPL's 200 MW (AC) Solar PV Power Plant at Km 30+720 (NH-15) [Km. 298+215 of New NH-11] of Bikaner-Phalodi, Village-Khari Charnan (Gajner), Tehsil-Kolayat, Distt-Bikaner in the state of Rajasthan by M/s. Mahindra Susten Pvt. Ltd. for approval of the Competent Authority.

2. As per para 4 of Ministry's guidelines dated 22.11.2016, the application shall be uploaded on the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). Accordingly, the application was uploaded on the Ministry's website on vide RO-Jaipur letter no. 76 dated 09.04.2021. However, this office has not received any comments during/after the expiry of the period stipulated in the Ministry's guidelines i.e. one month from public.

3. Based on the facts submitted by RO, MoRTH, Jaipur and IE/PD's submissions/certification, the Competent Authority has accord **provisional permission** to the proposal with the request to ensure fulfillment of all the requirements of MoRTH/NHAI guidelines prior to permitting actual execution of overhead crossing of M/s. Mahindra Susten Pvt. Ltd. Further, you are authorized to sign the License Deed/Agreement on behalf of NHAI after fulfillment of all requirements like Performance Guarantees (laying along NH per RM/across per crossing of NH) as per MoRTH/NHAI latest guidelines and obtaining necessary clearance of any other related department, if same is required for the proposed work before execution after ensuring the compliance of Para 8, 9, & 10 of the checklist.

4. The proposed permission shall be subjected to following additional conditions that-

- (i) The accommodation of proposed utility shall be strictly as per the Ministry's letter No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and as per the details indicated in the sketches/drawings enclosed herewith. No change in the alignment of other than approved herein will be entertained. Any deviation may result in cancelling of the permission/approval.
- (ii) The applicant will be authorized to install/laying of the utility services as per approved methodology and drawings within the NH RoW only after signing of the agreement.
- (iii) The proposed laying operation of utility shall be in such a manner that it causes least interference to the traffic movement and also traffic safety.
- (iv) 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.

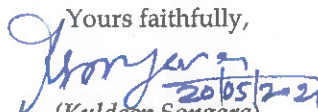
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- (v) No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision 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.
- (vi) 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.
- (vii) License Fee (as worked out by the PD/EE) 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 renewal and deposition of fee shall attract interest @ 15% per annum compounded annually.
- (viii) The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purposes. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry. The Existing drainage structures shall not be allowed to carry the lines across. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
- (ix) All required restoration works subsequent to laying of the overhead crossing of 220KV OHL of M/s. Mahindra Susten Pvt. Ltd. shall be required to be undertaken by the Licensee at its own cost either by itself or through its authorized representative in consultation with the Authority (The Project Director/ Executive Engineer) as per predetermined time schedule and quality standards.
- (x) Prior to commencement of any work on the ground, a performance Bank Guarantee as worked out by the Concerned PD/EE as per MoRTH circular dated 22.11.2016 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 for feature of the Bank Guarantee.
- (xi) 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.
- (xii) The Licensee shall shift the utility services within 90 days on own cost (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.
- (xiii) The Licensee shall be responsible to ascertain from the respective agency in co-ordination 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.
- (xiv) 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 co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee



- (xv) Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geo-tagged video recordings of laying of overhead crossing of 220KV OHL of M/s. Mahindra Susten Pvt. Ltd. in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and submitting their recommendation for issuing the Final NOC by Highway Administration for making utility operational.
- (xvi) The utility services shall not be made operational by the Licensee unless a final approval is obtained from the Highway Administration without which the concerned Project Director/Executive Engineer will not release the submitted performance Bank Guarantee.
- (xvii) For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/NHAI implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
- (xviii) In case of any damages to ongoing road work due to shifting of 220KV OHL of M/s. Mahindra Susten Pvt. Ltd. all cost pertaining to repair and the claims likely to be raised by the Concessionaire/IE, shall be borne by Licensee.
- (xix) PD should ensure after signing of agreement that Licensee Department has completed all the works of laying & NH crossing of overhead crossing of 220KV OHL of M/s. Mahindra Susten Pvt. Ltd. as permitted by this office in time bound manner at the earliest.
- (xx) Necessary precaution should be taken to avoid accident during crossing or execution of the work.
- (xxi) Before signing of agreement, recommendation of IE & consent of Concessionaire/Supervision Consultant may also be obtained, if not taken so far.
- (xxii) Work shall be executed as per approved methodology without obstructing the NH.
- (xxiii) PD should ensure before signing of agreement that all undertakings given by Licensee are project specific and signed by Competent Authority of permission seeker agency.
- (xxiv) PD should ensure before signing of agreement that all the required undertakings and compliances of conditions as communicated by IE/Concessionaires of the project highway, if any, may be obtained from the applicant.
- (xxv) PD should ensure before signing of agreement that the applicant has deposited License fee and required processing fee in 'Bharat Kosh' and performance Bank Guarantee in PIU office. It is presumed that concerned PD while finalizing license fee has verified and satisfied himself regarding the land rate used in calculation of fee, in addition, PD shall take desired undertaking from authorized signatory of applicant that "They will pay necessary increase in license fee within seven days as and when asked by the concerned PD/Highway Administration".
- (xxvi) PD should take necessary action under section 25 of the 'Control of NH (Land & Traffic) Act, 2002' as per the powers delegated vide NHAI HQ Policy Circular (SOP) issued 14.19/2020 dated 06.01.2020.
- (xxvii) Notwithstanding to the above, the provisional permission shall stand cancelled under the following circumstances -
 - (i) If any document/information furnished by the applicant proves to be false or if the applicant is found to have willfully suppressed any information.
 - (ii) Any breach of the condition imposed by the Highway Administration or the officer authorized by the Administration on his behalf.
 - (iii) If at later stage, any dispute/legal matter arises in the matter.
- (xxviii) The applicant shall ensure prior to execution that no legal proceedings/dispute is involved in the subject matter and if, at later stage, any dispute/legal matter arises out then the responsibility of the same will be upon applicant only.

This issues with the approval of Competent Authority.

Yours faithfully,

(Kuldeep Songara)
Dy. General Manager (T)

Encl.: As above - (1 set).

Copy to the following for kind information:

- 1. M/s. Mahindra Susten Pvt. Ltd.: for information.
- 2. RO, MoRTH, DCM, Ajmer Road, Jaipur.