

**BEFORE THE HON'BLE NATIONAL GREEN
TRIBUNAL, PRINCIPAL BENCH, DELHI**

OA No. 565/2025

IN THE MATTER OF:

Girish Chandel President and Anr.

..... Applicants

Versus

State of Himachal Pradesh and others

..... Respondents

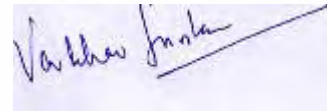
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Respondent No. 3

Dated: 01.01.2026

Place: Mandi



Through Counsel
Vaibhav Srivastava (Advocate)

Joint Inspection Report Compliance of Hon'ble NGT's order dated 19.11.2025, passed in O.A No. 565/2025 titled as Girish Chandel President & Ors Vs. State of HP & Others.

1. Background and the orders of the Hon'ble National Green Tribunal:

The matter is pertaining to a letter petition sent by Sh. Girish Chandel, President RWA Riverdale Colony, Sauli Khad, Tehsil. Sadar, Distt. Mandi, which has been registered as original application by Hon'ble National Green Tribunal. It has been alleged regarding illegal Muck Dumping into River during Four- Lane Construction at Sauli Khad, Mandi" We, the residents of RWA Riverdale Colony, Sauli Khad, Mandi (HP). The applicant has also mentioned that the contractors are indiscriminately dumping large boulders and muck into the adjoining river, in direct violation of the guidelines of the Ministry of Environment, Forest and Climate Change (MoEF& CC) and multiple orders of the Hon'ble National Green Tribunal (NGT) regarding muck disposal in Himalayan Road projects.

It was observed and directed by Hon'ble NGT in its order dated 19-11-2025 (**Annexure-R1**) that:

Para: 4: *"In view of the averments in the application, we consider it appropriate to have response of (1) State of Himachal Pradesh through Principal Secretary, Environment, Forest and Climate Change, Government of H.P. (2) District Magistrate, Mandi (3) Himachal Pradesh Pollution Control Board (HPPCB) through Member Secretary (4) and National Highway Authority of India through its Chairman who stand impleaded as respondents No. 1 to 4. The Registry is directed to prepare and attach memo of parties to the application and issue notices to respondents No. 1 to 4 requiring them to file their replies/responses within one month."*

Para 6: *"In view of the averments made in the application, we also consider it appropriate that a Joint Committee be constituted to verify the factual position and take appropriate remedial action. Accordingly, we constitute a Joint Committee comprising of representatives of Integrated Regional Office, MoEF &CC, Shimla, Himachal Pradesh, Central Pollution Control Board (CPCB), HPPCB and District Magistrate, Mandi and direct the same to meet within two weeks, undertake visits to the site, look into the grievances of the applicant, associate the applicant and representative of the concerned project proponent, verify the factual position and take appropriate remedial action by following due course of law and submit its report within one month. The HPPCB will be the nodal agency for coordination and compliance".*

2. Compliance of the Orders of Hon'ble National Green Tribunal:

2.1. Constitution of Joint Committee:

A Joint Committee comprising of the following members was constituted:

- i. Ms. Rupinder Kaur IAS, Sub Divisional Officer (C), Sadar, Tehsil. Sadar, Distt. Mandi.*
- ii. Dr. Narender Sharma, Scientist 'F' and Regional Director, Central Pollution Control Board (CPCB, Regional Directorate Chandigarh.*
- iii. Dr. Anup Kumar Das, Scientist "B"/Assistant Director, Sub Office Shimla (Regional Office Chandigarh) Ministry of Environment, Forest and Climate Change, CGO Complex Shivalik Khand, Longwood, Shimla.*
- iv. Er. Vinay Kumar, Regional Officer, HP State Pollution Control Board, Regional Office, Mandi.*

2.2. Mandate of the Joint committee as directed by Hon'ble NGT (PB):

The Joint Committee was directed by Hon'ble NGT to undertake the following activities:

- i. Meet within two weeks and*
- ii. Undertake Visit to the site;*
- iii. Look into the grievances of the applicant.*
- iv. Associate the applicant and representatives of the concerned project proponents*
- v. Verify the factual position and take appropriate remedial action by following due course of law and submit report within one month.*

2.3 Site visit of the Joint Committee: -

*The site visit was undertaken by the Joint Committee on 08-12-2025, the date communicated by Nodal Officer vide Letter No. No. PCB/RO Mandi (34)/O.A. No. 565/2025-2486-92 Date: 05.12.2025 (Annexure-3). The date and time of the site visit was also communicated to the Complainant and the Project Authorities by the Nodal Officer through the said letter, with a request to associate in the inspection. The complainant Sh. Girish Chandel was also associated during site inspection. The attendance sheet is attached as **Annexure R2**.*

*During the visit it was apprised by the Nodal Officer that the Four lane construction as mentioned by the complainant in his complaint is the component of the Highway Construction project is the Highway Project awarded to M/s Gawar Construction Ltd. by National Highway Authority of India for the **Construction of 4- Laning with Paved Shoulder of Bijni Mandi Section from KM 202.815 To KM 208.00 of NH-20 (New 154) (Design length 5.357***

including construction of Twin Tube tunnel for a length of 3.5 KM of Pathankot Mandi Under NH(o) in the Himachal Pradesh on Hybrid Annuity Mode Basis (Package -VB). The Letter of Award has been issued by National Highway Authority of India to M/s Gawar Construction Ltd, SF-01, JMD Galleria, Sector 48, Sohna Road, Gurgaon Haryana vide letter no. NHAI/Pathankot-mandi/Pkg-VB/HAM/HP/2022/RFP/efile 171894, dated 16.10.2023 (Copy enclosed as **Annexure-R3**)

It was also observed that the RWA Riverdale Colony, Sauli Khad Mandi is a residential colony located adjoining to the left bank of the Beas River, whereas the Highway construction project is located on the Right Bank of the river.



P-1 Photograph Showing the Location of the Residential Colony, Beas River and the Construction Project.

2.4: Findings of the Joint Committee:

The Joint Committee observed that there is only one no. muck dumping designated site in the whole stretch, the site is located within the construction stretch and is the Forest land, The In Principal Approval has been conveyed by MOEF & CC Regional Office Chandigarh, Sub Office Shimla (Himachal Pradesh) via Online Proposal No. FP/HP/ROADF/440879/2023, dated 18.11.2024 for diversion of 7.793 ha forest land in favor of NHAI for the construction of 4-Laning with paved Shoulder of Bijni to mandi Section from Existing KM 202.815 To 208.000 of NH-20 (New nh 154) Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-

Mandi under NH (O) in Himachal Pradesh on Hybrid Annuity Mode Basis (Package VB) within the Jurisdiction of Mandi Forest Division, Distt. Mandi. (Copy of approval enclosed as **Annexure- R4**)

As per the documents provided by Project Contractor, the detail of the site as per the Muck Management plan verified by the Project Director NHAI are as under:

S. No.	Village	Design Chainage	Length (Mtr.)	Area of the dumping site in Sq. mtr	Capacity	Total Muck dumped till 06.12.2025) in cu. mtr	Balance Capacity in cu. mtr
1.	Ardha	182.950 to 183.150	200	14000	840000	166800.5	530079

The Joint Committee observed that out of 5.357 KM total length of the road, approx. 700 mtr. of the Highway stretch is located along the Beas River bank and the Grievances of the complainant are related to this stretch.

The Joint Committee along with complainant inspected the location this stretch as well as the muck dumping site mentioned at Sr. No. 01, Ardha P-2 portal of the V-B Project of Mandi-Pathankot Section for verifying the status of the muck dumping. The geo-tagged photographs were also taken by the Joint Committee during the site inspection and the same are as under:





Photograph showing the Stretch of the Highway and the muck dumping Site

The National Highway Authority of India in its Muck Management plan proposed to provide Multiple gabion wall at different elevation levels to retain muck within the boundary of muck disposal sites. Gabion wall of height of 5 m including 0.75 m of buffer along with standard wire gauge galvanised wire (SWG GI) having 10 Cm X 10 Cm mesh and dimension 1.15 m x1.15 m x1.15 m in multi tiers with 0.5 m wide offset to be laid concurrently with the dumping of muck for side protection (Copy of Muck Management Plan enclosed as **Annexure- R-5**).

During the inspection it was observed that although the work for providing crate wall at the bottom of the designated dumping is under progress (Photograph P-3), ***the Project Contractor has carried out major muck dumping without providing the adequate protection measures at this site as proposed above, also some quantity of the dumped muck observed to be spilled over the retention structures made by the project proponent near the river bank.***

It was also observed that the construction of Reinforced Soil (RS) wall is under process and the same has been provided in approx. 50 mtr stretch the same is yet to be extended through 700 mtr adjoining to river bank.



Photo P-4 Photograph showing the under-Construction RS Wall.

The Project Contractor apprised that the Protection in the form of the Crate works were provided earlier but the same were got damaged during the last monsoon season.



During the visit, two no. sites adjoining to the designated dumping site were observed where the muck has been dumped unscientifically and have flown towards the banks of Beas River. Being the non-designated sites, no protection works have been provided and there is no reclamation plan for these sites (Photograph P-6).

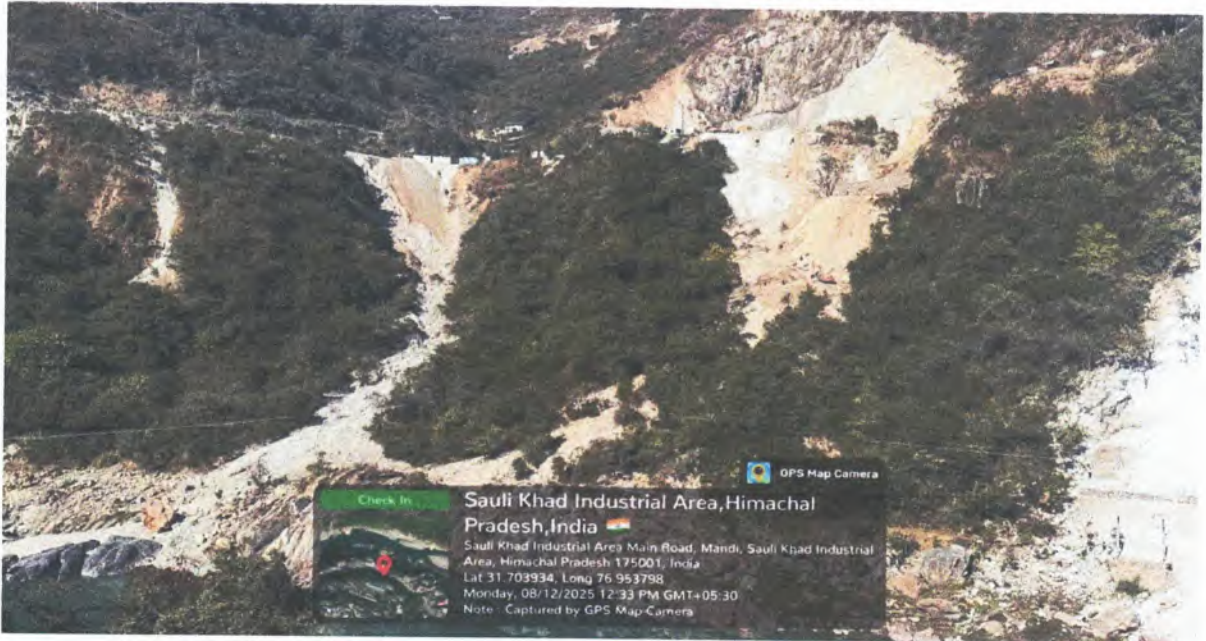
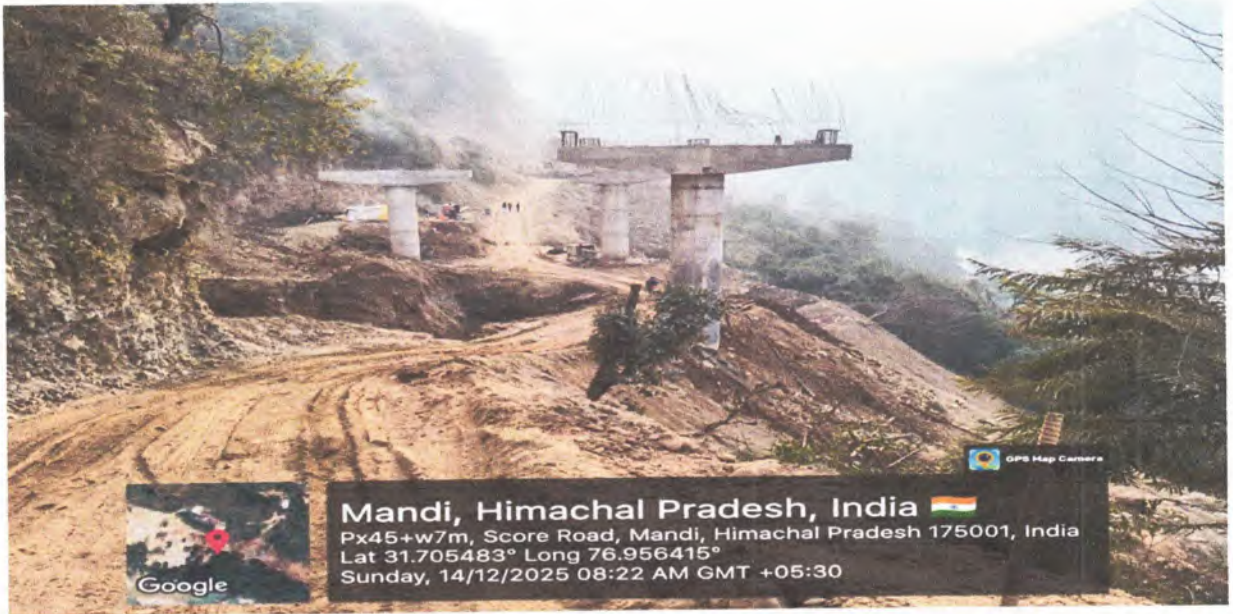


Photo P-6: Photograph showing 02 no. spots where illegal muck dumping carried out

During spot inspection, the Complainant Sh. Girish Chandel raised his apprehension regarding the dumping of muck in the Ropu Naala (Tributary of the Beas River), which may result in the Course change of River Beas leading to damage to River Dale Colony which is situated on the immediate river banks of the River Beas, during the monsoon season.

The NHAI Officials apprised that the said Naala is a non-perennial Nala and the muck has been dumped within the naalah for construction of the 50 mtr. bridge over the naala. The muck dumping was carried out within the nallah to facilitate the positioning and operation of the girder launching machine and this temporary arrangement was essential for execution of superstructure works and was undertaken with due care to minimize environmental impact.

The representatives of the Project Authorities also informed that temporarily dumped muck shall be completely removed upon completion of girder launching by 30th June 2026 and the natural drainage course of the nallah shall be restored to its original profile, ensuring unobstructed flow and compliance with environmental and hydraulic requirements.



Photograph P-7 Photograph showing the Muck dumped in Ropru Naala for Construction of Bridge

3. ACTION TAKEN BY HPSPCB

It was informed by the Nodal Officer representing HPPCB that during the latest inspection conducted on 16.11.2025 by the State Board Officials, the unscientific muck dumping was observed at 06 no. sites, the details of which are as under:

S. No.	Location	No. of Sites	Action
1.	Near Tunnel Portal-II at Vill. Ardha	03	Rs. 01 Lakh/site has been recommended to HPPCB Head Office.
2.	Near Tunnel Portal-I, at Vill. Bijni	01	
3.	Near Power House at Vill. Bijni	01	
4.	Near Blasting Site at Vill. Tandu	01	

Hence, in compliance to the orders issued by Office Order No. HPSPCB/Consent/84th Board Meeting 2024-14682-14719, dated- 07/12/2024, **The recommendation to impose Environmental Compensation amounting Rs. 06 Lakh (One Lakh) @ Rs. 1 Lakh per site to M/s Gawar Construction Company Pvt. Ltd. along with submission of time bound Action plan for providing the protection measures at the Site has been made to Head Office** vide this office letter No. PCB/RO/MND (32)/Illegal Muck Dumping/2023/-2326-28, dated 21.11.2025 and the same is under process (copy of letter enclosed as **Annexure- R6**)

4. Conclusions and Suggestions of the Joint Committee:

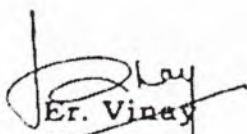
Based on the site inspection carried out by the Joint Committee and examination of relevant documents, the allegation made by the Applicant were found to be correct to the following extent:

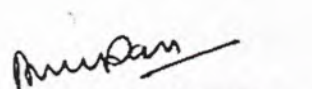
- i. *The Project Contractor has carried out major muck dumping without providing the adequate protection measures at the designated muck dumping site as proposed in the Muck Management Plan. This has resulted in spilling over of muck over the retention structures made by the project proponent near the river bank, which may find its way to river during raining season.*
- ii. *In addition to the above designated muck dumping site, two non-designated sites adjoining to the designated dumping site have been developed by the proponent, where the muck has been dumped unscientifically and have flown towards the banks of Beas River. No protection work has been provided at these sites and there is no reclamation plan for these sites.*
- iii. *The dumping of muck in the Ropu Naala (Tributary of the Beas River) by the Project Authorities was observed by the Joint Committee which may obstruct the natural course of the Naala during Monsoon Season. In this regard, it was informed by the representatives of the Project proponent that this muck has been dumped temporarily for construction of the girder and shall be completely removed upon completion of girder launching by 30th June 2026 and the natural drainage course of the nallah shall be restored to its original profile, ensuring unobstructed flow and compliance with environmental and hydraulic requirements.*
- iv. *The recommendation to impose Environmental Compensation for unscientific muck dumping at six sites amounting Rs. 06 Lakh (One Lakh) @ Rs. 1 Lakh per site to M/s Gawar Construction Company Pvt. Ltd. along with submission of time bound Action plan for providing the protection measures at the Site has been made to Head Office by the HPFCB Regional Officer, Mandi on 21/11/2025.*

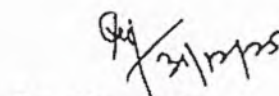
In view of the violations/Shortcomings observed by the Joint Committee during site inspection, it is suggested that

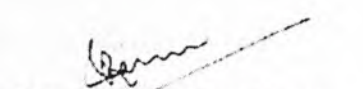
The Project Contractor be directed by HPPCB to:

- i. Remove unscientifically and illegally dumped muck at unauthorized locations by preparing a time bound action plan and the muck dumping shall be carried out on designated site only as per approved Muck Management Plan (MMP).
- ii. Adhere to the undertaking submitted vide their office letter no. Ref: Gawar/Bijni-Mandi/Tunnel/Pkg-VB/2025-26/426, dated 12.12.2025 (Copy enclosed as **Annexure- R-7**).
- iii. Alternate arrangement (like temporary culverts) so that natural flow of water drainage course of Ropu Naala is not obstructed shall be done by the NHAI. Further The temporarily dumped muck at Ropu Naala shall be completely removed upon completion of girder launching by 30th June 2026 and the natural drainage course of the nallah shall be restored to its original profile before in time bound manner by the contractor and NHAI shall be responsible for implementation of the same.
- iv. The construction of protection wall with appropriate engineering measures in the entire designated dumping site shall be completed in time bound manner and must much before the onset of monsoon. No dumping shall be done even on the slope of designated site where the protection wall has not been constructed completely by the NHAI.
- v. The present submission of the Joint Inspection Committee may be kindly taken into records. The Joint Inspection Committee shall abide by any directions passed by the Hon'ble NGT in the matter.


Er. Vinay
Kumar
Regional
Officer,
HPSPCB
Mandi


Dr. Anup Kumar
Das, Scientist 'B',
MOEF&CC,
Sub-Office Shimla


Dr. Narender
Sharma,
Regional
Director, CPCB,
Chandigarh


Ms. Rupinder Kaur,
IAS
Sub Divisional
Officer (C)
Tehsil. Sadar, Distt.
Mandi.

Date: December 31, 2025

Item No.02

Court No. 2

**BEFORE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 565/2025

Girish Chandel President and Anr.

Applicants

Versus

State of Himachal Pradesh & Ors.

Respondents

Date of hearing: 19.11.2025

**CORAM: HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicants: None for the applicant.

ORDER

1. Mr. Girish Chandel President and others have sent the present letter petition to this Tribunal, which has been treated and registered as O.A. No. 565/2025 for exercise of suo moto jurisdiction in view of law laid down by Supreme Court in ***Municipal Corporation of Greater Mumbai vs. Ankita Sinha, (2022) 13 SCC 401.***

2. The relevant part of the letter petition enumerating grievances of the applicants is reproduced as follows:-

xxx.....xxx.....xxx

*"Subject: Urgent Complaint - Illegal Muck Dumping into River during Four-Lane Construction at Sauli Khad, Mandi (HP)
Respected Sir/Madam,*

We, the residents of RWA Riverdale Colony, Sauli Khad, Mandi (HP), wish to bring to your immediate attention serious violations of environmental laws during the ongoing four-lane construction opposite our colony.

The contractors are indiscriminately dumping large boulders and muck into the adjoining river, in direct violation of the guidelines of the Ministry of Environment, Forest and Climate Change (MoEFCC) and multiple orders of

the Hon'ble National Green Tribunal (NGT) regarding muck disposal in Himalayan road projects.

Grave Concerns:

Himachal Pradesh is already a disaster-prone state, frequently facing flash floods and landslides. Dump muck into rivers obstructs natural flow, raising the risk of floods and erosion during monsoon.

The NGT (Order dated 7th November 2017, Highway Projects in Himachal Pradesh) specifically directed that muck must be disposed only at designated dumping sites with protective retaining structures and plantation, not in rivers or valleys.

The MoEFCC Guidelines for Muck Disposal in Hilly Areas mandate that "under no circumstances shall muck be allowed to enter natural water bodies."

Despite these clear instructions, the construction agency continues to act with impunity, endangering human lives, property, and fragile Himalayan ecology.

We therefore humbly request the Hon'ble NGT to:

- 1. Direct the construction agency to immediately stop dumping muck into the river.*
- 2. Ensure removal of already dumped muck and boulders from the river and adjoining areas.*
- 3. Imp."*

3. *Prima facie* the averments made in the application raise substantial questions relating to environment arising out of the implementation of the enactments specified in Schedule-I to the National Green Tribunal Act, 2010.

4. In view of the averments in the application, we consider it appropriate to have response of (1) State of Himachal Pradesh through Principal Secretary, Environment, Forest and Climate Change, Government of H.P. (2) District Magistrate, Mandi (3) Himachal Pradesh Pollution Control Board (HPPCB) through Member Secretary (4) and National Highway Authority of India through its Chairman who stand impleaded as respondents No. 1 to 4. The Registry is directed to prepare and attach memo of parties to the application and issue notices to respondents No. 1 to 4 requiring them to file their replies/responses within one month.

5. In its response, NHAI shall mentioned the steps taken for proper dumping of muck at designated places and also monitoring done to ensure that the muck is not dumped in the River and is properly dumped at designated dump site.

6. In view of the averments made in the application, we also consider it appropriate that a Joint Committee be constituted to verify the factual position and take appropriate remedial action. Accordingly, we constitute a Joint Committee comprising of representatives of Integrated Regional Office, MoEF&CC, Shimla, Himachal Pradesh, Central Pollution Control Board (CPCB), HPPCB and District Magistrate, Mandi and direct the same to meet within two weeks, undertake visits to the site, look into the grievances of the applicant, associate the applicant and representative of the concerned project proponent, verify the factual position and take appropriate remedial action by following due course of law and submit its report within one month. The HPPCB will be the nodal agency for coordination and compliance.

7. List on 06.01.2026 for further consideration.

8. A copy of this order be sent to the Integrated Regional Office, MoEF&CC, Shimla, Himachal Pradesh, Member Secretary, CPCB, Member Secretary, HPPCB and District Magistrate, Mandi by email for requisite compliance.

Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

November 19th, 2025
Original Application No. 565/2025
AB

Attendance Sheet of the Joint Inspection held in compliance to the orders passed by
Hon'ble National Green Tribunal in O.A. no. 565/2025 held on 08.12.2025

S. No.	Name and Designation	Contact No.	Email	Signature
1.	Rupinder Kaur, SOM Sadar, Mandi	9418191215		
2.	Dr. Navendu Sharma, AO / PCB	9814004377	navendu.sharma. pcb@gov.in	
3.	Gurish Chandel President River Pollution Control Board	8278706369	gurishchandel 1979@gmail.com	
4.	R.C.S. Rawat (Bharat) General Manager (Contn)	919805002171	Ramesh Rawat 1960 @gmail.com	
5.	Meeinkish Chaurse SE - NHAI PZUMand.	9816902713	sharma, meekish 2703@gmail.com	
6.	ET. VINAY KUMAR, AEE PCB	8628872725	pcbromandi@gmail. com	
7.	/	/	/	/
8.	/	/	/	/

F. Dr. Anup Kr. Das 8415027414 anup.kumardas@gov.in



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/Pathankot-Mandi/Pkg-VB/HAM/HP/2022/RFP/e file 171894

Duplicate

Date: 16.10.2023

To,

M/s Gawar Construction Ltd.
SF-01, JMD Galleria
Sector-48, Sohna Road
Gurgaon-122001 (HR)
Email: gcl@gawar.in

LETTER OF AWARD (LOA)

Sub.: Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)- Letter of Award (LOA)-reg. (UPC: N/08033/02008/HP)

Ref : Your bid for the subject work dated 06.03.2023.

Tender Id : 2022_NHAI_131200_1

Sir,

This has reference to your technical and financial proposal submitted on 06.03.2023 for the above-mentioned project, NHAI hereby accepts your Financial Bid consisting of Bid Project Cost of Rs. 971,99,91,000/- (Rupees Nine Hundred Seventy One Crores Ninety Ninety Lakhs Ninety One Thousand Only) and declare you as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. The Construction Period is 910 days from the Appointed Date.

2. In accordance with the clause 3.8.4 (RFP-Volume - I), you are hereby requested to confirm your acceptance of this LOA within 7 days of its issue and return the duplicate copy of the LOA duly signed in acknowledgement thereof. Thereafter, you are required to execute the Concession Agreement within 45 days of issue of LOA as per Clause 1.3 (RFP-Volume-I).

Accepted

Ajay

Contd. ...2/-



AE

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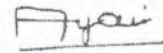
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- 2 -

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of domiciling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall furnish a Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. 29,15,99,730/- (Rupees Twenty Nine Crore Fifteen Lakh Ninety Nine Thousand and Seven Hundred Thirty only) i.e. 3% of Bid Project Cost (as per Article 9 of RFP Vol-II) within 30 (Thirty) days of the Date of Agreement. The Performance Security shall be valid for a period of one year from Appointed Date.

4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendums/ corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,



(Asheesh Kumar Jain)
General Manager (Tech) J&K/HP

Copy to:

1. RO Shimla
2. PD PIU Palampur




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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
National Highways Authority of India

(Ministry of Road Transport and Highways, Govt. of India)

NHAI PIU-Mandi, Bagla Muhal Chakkar P.O. Nagchala, Teh. Baih, Distt. Mandi, Pin - 175021
Email: mandi@nhai.org ; pd.mandipiu@gmail.com | Phone: 01905-246383



NHAI/PD/PIU-Mandi/2024-25/B-MV-B/151/ 3110

18th Mar, 2025

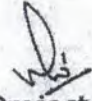
To

Authorized Signatory,
M/s Gawar Mandi Highways Pvt. Ltd.
Mandi Distt. Mandi (HP)

Sub: Construction of 4L+PS of Bijni to Mandi Section from Km 202.815 to Km 208.00 of NH- 20 (NH-154) Design Length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (O) in the State of Himachal Pradesh on HAM basis (Package-VB): **Declaration of Appointed Date.**

Refer to your office letter no. Gawar/BIJNI-MANDI/NH-154/PKG-VB/2025/69 dated 10.2.2025 regarding subject cited above.

2. Settlement Agreement signed between NHAI and Concessionaire M/s Gawar Mandi Highway Pvt. Ltd. on 18.03.2025 wherein Appointed Date has been declared as 18.03.2025 as per para 4.2 of Settlement Agreement.
3. You are hereby directed to mobilize the resources immediately and take necessary action as per provision of Settlement Agreement/Concession Agreement.


Project Director
NHAI, PIU-Mandi

Copy to:

- i) Regional Office, NHAI Shimla (HP)
- ii) Independent Engineer, M/s Centro de Estudios De Materiales y Control de Obra, SA(CEMOSA) : For necessary action.

18

**Indian-Non Judicial Stamp
Haryana Government**

Date : 07/03/2024

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Certificate No. G0G2024C4737

GRN No. 113864074

Deponent

Name : Gawar Construction Limited
H.No/Floor : Dss378 Sector/Ward : 16-17 Landmark : Na
City/Village : Hisar District : Hisar State : Haryana
Phone : 95*****09

Purpose : All Purpose to be submitted at Other

SUB CONTRACT AGREEMENT

National Highways Authority of India (NHAI)

The authenticity of this document can be verified by scanning this QR Code through smart phone or on the website <https://egrashry.nic.in>

Name of work : **Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB). (Construction of Tunnel as per provisions of the Agreement from portal to portal) inclusive of every provision as per requirement and provisions of the Agreement**

This sub contract agreement is entered in Gurgaon on this **07th day of March, 2024** between the following.

EPC Contractor with Address : **Gawar Construction Limited**PARTY-A

Sub-Contractor : **M/s Bharat Constructions (India) Private Limited
9, P.P.C.L Colony, Uday Vihar, Haridwar Bye Pass,
Dehradun (Uttarakhand) - 248001**.....PARTY-B

Nature of work allotted : **Construction* of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB). (Construction of Tunnel as per provisions of the Agreement from portal to portal) inclusive of every provision as per requirement and provisions of the Agreement**

For Gawar Construction Limited

Director

Project Cost : Rs. 700 Crores (Including GST).
 Length of Tunnel : 2 x 3500mtr or as per site conditions

Whereas the above HAM work was allotted to Gawar Construction Limited by National Highways Authority of India (NHAI). As per provisions of the Agreement, Gawar Construction Limited formed an SPV namely Gawar Mandi Highways Private Limited. The SPV further allotted the work to Gawar Construction Limited (Party-A) (hereinafter referred as "EPC Contractor").

And further whereas **M/s Bharat Constructions (India) Private Limited** (hereinafter referred as "Sub-Contractor-Party-B") approached Party-A to execute the work of twin tunnel in the above project. Party-A accepted the proposal of party-B on the following terms and conditions:

1. Party-A shall act as EPC Contractor and Party-B as its sub-contractor for the Execution of work.
2. The work shall be executed in terms of technical specifications, Design, Drawings, Instruction issued time to time and conditions as in the contract document.
3. The scope of work shall be as follow:
 Construction of Twin Tunnel as per provisions of the Agreement from portal to portal inclusive of every provision as per requirement and provisions of the Agreement. The E&M work including sub stations, generators, electric connections etc., are included in the scope of work.
4. The Structural Design and Drawings shall be prepared by Party-A and the cost shall be recovered from Party-B. In addition, the followings shall also be appointed by Party-A at the Cost of Party-B.
 - Appointing the Proof Consultant.
 - To get the Proof checking.
 - To appoint the Safety Consultant.
5. The cost of PMC, if engaged, shall be borne by party-A.
6. The charges of Independent Engineer for the work allotted to Party-B shall be borne by Party-B in proportionate to the work allotted to him vs EPC amount of work.
7. The Sub-Contractor shall not make any deviation from the approved design and drawings and execute the work strictly as per Standards and Specifications.
8. The Cost of survey and soil investigation shall be borne by Party-B.
9. The time period to complete the project shall be as per conditions of Contract with NHAI.
10. Payment Schedule:
 - (i) The payment shall be made as per Schedule-G of the Agreement.

For Gawar Construction Limited

Director

9. The time period to complete the project shall be as per conditions of Contract with NHAI.
10. Payment Schedule:
 - (i) The payment shall be made as per Schedule-G of the Agreement.
 - (ii) The monthly payments will be made as per the work executed as per Schedule-G duly approved by Independent Engineer.
 - (iii) The statutory deductions such as TDS shall be made from each and every bill.
 - (iv) For the deductions made by the Principal Employer, Party-B will give a Rebate due to Labour Cess @1% and TDS on GST @2% to Party-A.
11. The escalation from the date of this Agreement shall be paid on 40% of the cost as per milestone payments as per provisions of the Main Concession Agreement as it is a HAM Project.
12. All regulatory permissions to setup the plant and its running shall be taken up by Party-B and the land for plant installation, Lab etc., and stock shall be arranged by Party-B at his own cost.
13. In case there is any Change of Scope, Party-B will pay 10% to Party-A as Administrative Charges in addition to the other deductions already mentioned in this Agreement.
14. All safety standards required for the construction of Tunnels during execution of work shall be followed by the Sub-Contractor at his own cost.
15. The retention money shall be deducted @5% from every bill of Party-B.
16. Any item left over shall be ancillary to the work and shall not be paid extra.
17. The BG Charges shall be borne by Party-B, however if given by Party-A, the said charges shall be recovered from Party-B.
18. Party-B confirms that they have read the terms and conditions of the Agreement carefully and fully understood them.
19. The retention money will be refunded after one year on the completion of the work.
20. Party-B shall mobilize the site immediately as per Appointed Date.
21. The Completion time limit and Milestones shall be as per provisions of the Main Agreement with NHAI.

Party-B shall achieve each Project Milestone fixed as above well in time. In case Party-B is unable to achieve any Project Milestone, the Party-A will have the liberty to take up the balance work of particular Project Milestone at the risk & cost of Party-B without any notice and in addition Damages of 10% of the deficient contract price corresponding to that Project Milestone (Non-refundable) will be recoverable by Party-A from Party-B which will be additional to Damages as provided in the contract entered into by Party-A with Principal Employer.

22. Party-B shall coordinate with the designated person of Party-A in relation to all transactions with the Authority including raising of RFI's, preparation and submissions of bills, lab papers, test reports etc.

For Gawar Construction Limited

Director

23. The date of start will be the Appointed Date fixed by NHAI.
24. For early completion the bonus will be shared in the ratio of 75:25 i.e. 75% GCL and 25% BCIPL.
25. Following documents shall form part of contract:
 - a) Instructions to Tenderers.
 - b) NIT, Technical specifications, Terms and Conditions, Drawings, Amendments etc.
 - c) Contract entered into by Party-A with the Principal Employer
26. Party-B confirms that they have read and understood the scope of work, have visited site of work and their offer is based on the contract entered into by **SPV** with **NHAI** and caters for all the works, requirements, liabilities etc., thereof.
27. Party-B will submit a detailed Program for completion of work within stipulated period to Party-A within 07 days of entering into agreement keeping in view the Milestones, details with dates of deployment of machinery & manpower, Engineering establishment, resource planning and quality assurance plan and a fortnightly progress report. Failure to comply with the provision will attract a penalty of Rs. 1.00 Lac per default. The continuous default for more than 15 days may attract termination of the contract.
28. Party-B also agrees to submit source of procurement of material along with sample for approval of Party-A, name and phones of suppliers from whom material is to be purchased for the work and monthly clearance certificate from all of them having received full payments for the supplies on the project.
29. The requirement of Labour, Machinery and Material will have to be carried out by Sub-Contractor (Party-B) in his own way and the payment of the same will have to be paid by Sub-Contractor.
30. That in case any material purchased by the EPC Contractor (Party-A) is supplied to the Sub-Contractor (Party-B), the cost of the acquisition of the material shall be recovered from the running account bills submitted by Sub-Contractor. The material so supplied to Party-B is for bona fide use on the work and in case the material is found to be used for any other purpose, the Party-B will be fully responsible for any consequences arising there upon.
31. All men, material, machinery, tools & plants, laboratory, infrastructure resources etc. as required for timely completion of work to the required specifications shall be arranged by Party-B.
32. Party-B shall ensure compliance with all rules and regulations applicable during execution and indemnify Party-A against any claim for damages whatsoever on any account.
33. Party-B shall bear all expenses of any kind in connection with work.
34. For the TDS deducted from the bills submitted by Party-B, necessary certificate will be issued by Party-A to Party-B.
35. The Party-B shall have no claim on Party-A in case payments are delayed by concerned department due to any reason whatsoever.

For Gawar Construction Limited

Director

36. Party-B shall be full responsible for timely completion of work to the required specifications & will abide by all the terms & conditions of contract/order issued from time to time.
37. If Party-B will not be able to complete the project work on time due to which Party-A suffers loss on the interest as charged by the Bank on the Loan amount, then Party-B shall bear the entire cost of interest which has been suffered by Party-A due to non-completion of work on time.
38. Issues related to Interpretation and claims if any, will be dealt as per contract and outcome of such settlement shall be binding on Party-B.
39. The terms & conditions of the agreement shall remain in force till such time the contractual obligations and responsibilities of the contract are full filled.
40. The work is required to be executed by Party-B according to the rules & regulations, conditions and specifications as described by NHAI, Govt. or any other competent or authorized authority. In case failure to comply with such conditions and specifications as described above, the Party-A shall complete the above work at the risk and cost of Party-B and 25% extra as penal cost.
41. The Party-B shall get the work related to him insured at his own cost.
42. The Party-B shall maintain the facilities at its cost during the construction period as provided in the contract entered into by Party-A with the Principal Employer.
43. Before commencing the execution of the works, the Party-B shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the owner and other adjoining properties and to any person including any employee for the Party-A, consultant, Architect, by or arising out of the execution of the works or in the carrying out of the contract, and shall fully indemnify the Party-A against all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of any damage caused to them.

Such insurance shall be affected with an insurer for an amount provided in the contract per accident. The Party-B shall, whenever required, produce the policy or policies of insurance and the receipts for payment of the current premiums. The terms shall include a provision whereby, in the event of any claim in respect of which the Party-B would be entitled to receive indemnity under the policy being brought or made against the Party-A, the insurer will indemnify the Party-A against such claims and any cost, charges and expenses in respect thereof.

44. The Sub-Contractor (Party-B) shall:
 - a) Comply with all applicable health and environment safety regulations and comply with instructions of road safety audit report.
 - b) Take care for the safety of all persons entitled to be on the site as well as users of Public Utilities.
 - c) Use reasonable efforts to keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons.
 - d) Provide fencing, lighting, guarding and watching of the works until completion and taking over by the Principal Employer.
 - e) Provide any temporary work (including roadways, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent lands.
 - f) No machinery/vehicle more than 5 years old shall be allowed at site.

- g) Dumping yard will be arranged by Party-B at his own cost.
45. The Party-A shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Party-B or any sub-Contractor. The Party-B shall indemnify and keep indemnified the Party-A against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
46. The Party-B shall insure against such liability with an insurer approved by the Party-A and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any Sub-Contractor, the Party-B obligation to insure as aforesaid under this sub-clause shall be satisfied if the Sub-Contractor, shall have insured against the liability in respect of such persons in such manner that the Party-A is indemnified under the policy, but the Party-B shall require such Sub-Contractor to produce, when required, such policy of insurance and the receipt for the payment of the current premium.
47. The Party-B will ensure that it is covered under the Employees Provident Fund, Labour Laws and the Miscellaneous Provisions Act, having its independent code number. The sub-contractor shall obtain the following licenses, insurance policy and registrations as per various applicable rules.
- i. Contract labour license.
 - ii. BOCW Act
 - iii. Workmen Compensation policy.
 - iv. Registration under ESI
 - v. Registration under Provident fund
 - vi. Registration under Labour welfare fund.
48. In case any liability arises to the Party-A the same shall be reimbursed by the Party-B.
49. The Party-B will not engage any other sub-contractors for the execution of work hereby contracted/agreed for, or any part thereof. However, if it is necessary in the interest of work, Party-B can engage the sub-contractor with prior return approval of Party-A.
50. On completion of work, the Party-B will submit the inbuilt drawings to Party-A.
51. In case the progress of the work done by Party-B is found slow in the opinion of the Party-A at any stage of work or a consistent failure is observed on account of Party-B to comply with agreed Program or any activity of Party-B is detrimental to the interest of Party-A, then Party-A reserves its right to issue suitable notice to Party-B and on failure to remedy the defect within the stipulated time in the said notice, then the Party-A is duly competent to reserve its right to terminate this contract at any time without any compensation, and forfeiting/encashment of performance guarantee and security deposit and to get the balance work done through other agency/contractor/any other manner at the risk and cost of Party-B and 25% extra as penal cost.

The decision of Party-A in this regard shall be final and binding. The cost and consequences including damages due to above mentioned termination of the said agreement as quantified by Party-A shall entirely be borne by Party-B. In such an event the Security Deposit, Retention Money amount earlier deducted from Party-B shall stand forfeited.

For Gawar Construction Limited

Director

-24-

52. **Settlement of Disputes:** Any dispute or difference arising out of this contract shall be settled amicably through the discussion between the Directors/Partner/Proprietor of the Parties within the terms of this contract. In case of failure to settle the dispute amicably within 30 days of a request to this effect from either party to the other, the dispute shall be finally resolved in accordance with the Arbitration & Conciliation Act, 1996, Arbitration & Conciliation (Amendment) Act, 2015 or any statutory amendment thereof by sole Arbitrator to be appointed (including nomination of replacement Arbitrator, if necessitated by vacancy of the post caused by any reason whatsoever) by the Chief Executive Officer (CEO) of M/s Gawar Construction Limited. The decision of arbitrator shall be final & binding on both the parties. The place of arbitration shall be at Gurgaon or as mutually agreed by both the parties. The cost of arbitration shall be shared by both the parties in equal proportion.
53. Both the parties shall treat this agreement as confidential. No work performance/completion certificate shall be issued by Party-A forbidding purpose or any other purpose.
54. Any other terms for which no provision exists in this agreement shall be mutually settled between the parties.
55. The Party-B confirms that they have read the terms & conditions carefully and fully understood them.

SIGNED, SEALED AND DELIVERED
For and on behalf of
Gawar Construction Limited

For Gawar Construction Limited

Name: Dr. B.S. Singla
Designation: Director

Director
07/06/2024

SIGNED, SEALED AND DELIVERED
For and on behalf of
M/s Bharat Constructions (India)
Private Limited

Name: Sh. Rajeew Garg
Designation: Director

In the presence of:

Signature:
Name:
Address:

In the presence of:

Signature:
Name:
Address:

From No.MND/ADM/ALC/2025 (Blasting NOC)- 34269-73

To District Magistrate,
Mandi, District Mandi, H.P.

The Project Director, NHAI,
Min. of Road Transport and Highways,
Project Implementation, Unit, Mandi,
Bagla Muhal Chakkar, PO Nagchala,
Tehsil Balh, Distt. Mandi, H.P. Pin Code-175021.

Dated: Mandi the 10/10/2025

Subject:- Construction of 4L+PS of Bijni to Mandi section from Km 202.815 to Km 208.00 of NH-20 (NH-154) design length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (0) in the state of H.P on HAM Basis (Package-VB): Request for renewal of blasting permission Bijni to Mandi Section.

Sir,

In continuation of this office letter no. MND/ADM/ALC/-2025 (Blasting NOC)-11835-39 dated 07-04-2025, it is brought to the notice of the undersigned that, due to the reasons stated in your letter and in order to expedite the project work for the timely completion of the Construction of 4L+PS of Bijni to Mandi section from Km 202.815 to Km 208.00 of NH-20 (NH-154) design length 5.375 Km) including construction of twin tube tunnel for a length of 3.5 Km of Pathankot-Mandi under NH (0) in the state of H.P on HAM Basis (Package-VB), additional time may kindly be granted for the controlled blasting from Bijni to Mandi section within the stipulated timeframe.

Therefore, keeping in view the urgency of work, No Objection Certificate for the open controlled blasting operation as per Explosive Rules 2008, for the above said section is extended for further **three months** as per the terms and conditions mentioned in the concerned SDM's joint inspection reports whose description is given as below:-

1. Procurement and use of blasting material will be only through valid/licensed/authorized agency under the applicable Explosive Rules.

Article 10
3/10/2025

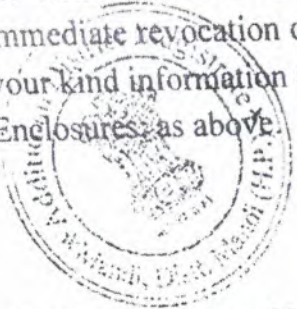
2. Proper record of the blasting material Procurement/use will be maintained by the company and will be produced to the concerned area Police Station and to other inspecting agencies.
3. For the blasting, the company will ensure to follow the Pollution Control act/rules/regulations/. Also, for the dust generated during the blasting, the company would arrange the water sprinkling before/after blasting.
4. The muck generated during blasting process will be disposed off per Standard Operating Procedure only at approved dumping sites.
5. Adequate plantation shall be carried out by the company in the surrounding area and also at the dumping site.
6. The High Tension electricity line towers and local area electrical lines are present in the surroundings of the area under question. The company will ensure the safety of the HT electricity towers/ local area electricity lines by adopting safety norms in this regard.
7. Any kind of loss to human or the public property, the adequate compensation will be the responsibility of the company.
8. The blasting only in controlled manner would be allowed. And before blasting the local administration, police and general public in surrounding area would be informed before adequate time, using siren, loudspeaker etc.
9. The company will ensure the regular smooth flow of traffic throughout the day on the National Highway, passing along the area under in question, by deploying sufficient manpower for this purpose and by installing red light warning signal system along the blasting site/area.
10. If any king of illegal mining found to be carried out by the company, the NOC regarding blasting would be liable for cancellation.
11. All the safety norms will be adopted by the company for the safety of its workers/laborers working in the area under question by providing safety appliances such as safety boots, helmets etc.
12. In case of medical emergency first aid medical facility would be provided by the company, including arrangement of ambulance etc.
13. Company will form emergency response team and workers/labours working in said area would be made aware of the emergency events and the desired response for the same.
14. The record of workers/laborers, working at blasting site before/after the blasting, would be maintained by company and entry of unauthorized person at the blasting site/area would be prohibited in all cases.

15. The company shall ensure the aerial/ground videography of the area before, during and after blasting scenario in the presence of administration, NHAI and police official.

16. If any public utility, (electricity, water supply schemes, natural resources) is damaged due to blasting, the same shall be restored, rehabilitated by the company immediately.

The extension of this NOC is conditional upon full compliance with the terms outlined above. Failure to meet these requirements may result in the immediate revocation of the NOC and suspension of blasting operations. This is for your kind information and necessary action in the matter.

Enclosures: as above.



Endst. No. - 34269-73

Copy forwarded for information and necessary action to:-

1. The Superintendent of Police Mandi H.P.
2. The Sub Divisional Magistrate Sadar, District Mandi H.P.
3. The Deputy Superintendent of Police (HQ), Mandi, District Mandi H.P.
4. **Project Manager, for M/s Bharat Construction (India) Private Limited.**
directed to complied the above said terms and conditions in letter and spirit.

-By order-

**District Magistrate
Mandi, District Mandi (HP)**

Dated: 10-10-2025

Yours faithfully,

[Signature]
**Additional District Magistrate
Mandi, District Mandi (HP)**



सत्यमेव जयते

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ANNEXURE R-4 36

Government of India

Ministry of Environment, Forest and Climate Change

Regional Office, Chandigarh, Sub-office-shimla (Himachal Pradesh)



Online Proposal No.: FP/HP/ROAD/440879/2023



Dated: 18/11/2024

To,

Additional Chief Secretary (Forest)
Himachal Pradesh Government
Armsdale Building, Shimla
(Email: forestsecy-hp@nic.in)

Subject:

Diversion of 7.7913 ha of forest land in favour of NHAI for the construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from Existing KM 202.815 To Km 208.000 of NH-20 (New Nh-154) (Design Length 5.357 Km) including Construction of Twin Tube Tunnel for a length Of 3.500 KM of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode Basis (Package-VB), within the jurisdiction of Mandi Forest Division, Distt. Mandi, Himachal Pradesh.

Sir/Madam,

Please refer to the above cited subject seeking prior approval in accordance with Section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 for the diversion of 7.7913 ha of forest land for non-forestry purposes. After careful examination and consideration of the proposal, *In-principle* approval is hereby conveyed for diversion of 7.7913 hectare of Forest land for construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from Existing KM 202.815 To Km 208.000 of NH-20 (New Nh-154) (Design Length 5.357 Km) including Construction of Twin Tube Tunnel for a length Of 3.500 KM of Pathankot-Mandi under NH(O) in Himachal Pradesh on Hybrid Annuity Mode Basis (Package-VB), within the jurisdiction of Mandi Forest Division, Distt. Mandi, subject to the following conditions:

I. General Conditions

S. No	Conditions
1.1	1. Legal status of the diverted forest land shall remain unchanged. 2. Net Present Value (NPV) of the forest land 7.7913 hectares being diverted for non-forestry purpose may be realized from the user agency, as per Ministry's directions issued vide letters

S. No	Conditions
	<p>No. 5-3/2011- FC (Vol-I) dated 6th January 2022 and Hon'ble Supreme Court of India's Order WP(C)No. 202/1995, I.A.No. In 566, dated 30th October 2002, 28th March, 2008, 24th April, 2008 and 9th May 2008.</p> <p>3. Cost of compensatory afforestation as per CA schemes may be realized from the user agency.</p> <p>4. The Net Present Value (NPV) of the forest land and all other CA levies shall be deposited through web portal of Ministry of Environment, Forest and Climate Change www.parivesh.nic.in.</p> <p>5. User agency should ensure that the compensatory levies (CA cost, NPV, etc.) are deposited through challan generated online on web portal and deposited in appropriate bank only. Amount deposited through other mode will not be accepted as compliance of the Stage-I clearance.</p> <p>6. The Divisional Forest Officer shall furnish undertaking that the approved CA site(s) will not be changed without the approval of competent authority.</p> <p>7. The Complete compliance report will be uploaded in the e-portal (https://parivesh.nic.in/).</p> <p>8. The State Government, by Hon'ble Supreme Court, New Delhi, vide WP (C) No. 202/1995, will ensure compliance with the orders issued on 08.02.2023.</p> <p>9. The complete compliance of the FRA, 2006 shall be ensured by way of prescribed certificate from the concerned District Collector.</p> <p>10. The number of trees/plants to be cut shall not in any way exceed the number shown in the proposal, and no harm shall be done to wildlife during the felling of trees. If muck dumping site is included in the proposal, then no tree will be felled there.</p> <p>11. The State Government shall upload the KML files of the degraded forest area accepted for raising compensatory afforestation in the E-Green watch portal of FSI, before handing over of forest land to the user agency.</p> <p>12. The forest land shall not be used for any purpose other than that specified in the project proposal.</p> <p>13. No damage will be done to the adjoining forest land. Simultaneously, all efforts will be made to save adjoining forest and forest land.</p> <p>14. The user agency shall pay additional amount of NPV as and when increased on the order of Hon'ble Supreme Court and the UT government will ensure that the increased amount is deposited.</p> <p>15. The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department, or person without approval of the Central Government.</p> <p>16. The layout plan of the proposal shall not be changed without prior approval of Central Government.</p> <p>17. Any other condition may be stipulated by this regional office from time to time, in the interest of conservation, protection and development of forests and wildlife.</p> <p>18. User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.</p> <p>19. The boundaries of the transferred forest land will be marked by 4 feet high cement pillars with serial numbers written on the front and back.</p>

S. No	Conditions
	<p>20. No additional or new road will be made inside the forest area for transportation of construction material for execution of project work.</p> <p>21. The user agency shall preferably provide alternative fuel to the workers and staff working at the site, so that the adjoining forest area can be saved from any kind of damage and pressure.</p> <p>22. The muck generated from the construction of the project will be disposed of by the user agency only at the designated site and the muck will not be thrown anywhere else. Also, minimum number of trees shall be felled in the dumping sites.</p> <p>23. Violation of any of these conditions will amount to violation of Para 1.16 of Consolidated Guidelines and Clarifications on Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980 and Van (Sanrakshan Evam Samvardhan) Rules, 2023, MoEF&CC.</p> <p>24. It will be the responsibility of the State Government/User Agency to obtain all other prior approvals/clearances under all other relevant Acts/Rules/ Court's Rulings/instructions, etc. including environmental clearance, as applicable to this proposal.</p> <p>25. The Permission will be given to this proposal for 99 years, after that permission shall be obtained from the Government of India. The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favor of the user agency or the project life, whichever is less.</p>

2. Standard conditions

3. Specific Conditions

S. No	Conditions
3.1	<p>1. Compensatory afforestation shall be taken up by the Forest Department over degraded forest land in 5 ha, Survey/compartiment No.-H43E2, Hataun/Deod DPF, Badar Block, Panarsa Forest Range, 3.5826 ha, in compartment No-H43E2, DPF Banouli/Guhi, Badar Block, Panarsa Forest Range, 5 ha in compartment No-H43E2, Wasan DPF, Rehardhan Bick, Mandi Forest Rnage, 02 ha, Compartiment No. H43E2, Bhuli DPF, Rehardhan Block, Mandi Forest Range, Mandi Forest Division, District-Mandi at the cost of the user agency. The Plantation shall be done within one year from the date of issue of approval. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.</p> <p>2. State Govt shall provide the documentary proof, If the proposed CA land is in the name of the State Forest Department. Otherwise, CA land shall be transferred and mutated in favor of State Forest Department before final approval and PF shall be notified under IFA, 1927, as per rules, and related documents shall be presented.</p>

After receipt of the compliance report on the fulfillment of the conditions mentioned above, the proposal shall be considered for final approval under section 2 of the Van (Sanrakshan Evam Samvardhan) Adhiniyam, 1980. Transfer of forest land shall not be affected till final approval is granted by the Government in this regard.

Copy To

1. Inspector General of Forests (ROHQ), Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi. (E-mail: ramesh.pandey@nic.in).
2. Nodal Officer-cum-Additional Principal Chief Conservator of Forests (FCA), Government of Himachal Pradesh, Forest Department, Talland, Shimla (E-mail: nodalcahp@yahoo.com).
3. Divisional Forest Officer, Mandi Forest Division, District Mandi, Himachal Pradesh (E-mail: head-fordivman-hp@hp.gov.in)
4. Project Director, National Highway Authority of India (Ministry of Roads Transport & Highways) PIU-PALAMPUR, Office 1st & 2nd Floor Dyalji Niwas, Opp. Govt. Primary School Chimbhalhaar, Palampur (HP). (E-mail :- pdpiupalampur@gmail.com)

Your's faithfully

Sd/-
Raja Ram Singh
DIGF (C)

Signature Not Verified

Digitally Signed by : Raja Ram Singh
Deputy Inspector General of Forest, iRO

Date: 18/11/2024

Construction of 4-laning with Paved Shoulder of Binji to Mandi Section from Existing KM 202.815 to KM 208.000 of NH-20 (New NH-154) (Design Length 5.357km) including construction of TwinTube Tunnel for aLength of 3.500 km of Pathankot-Mandi under NH(0) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB)

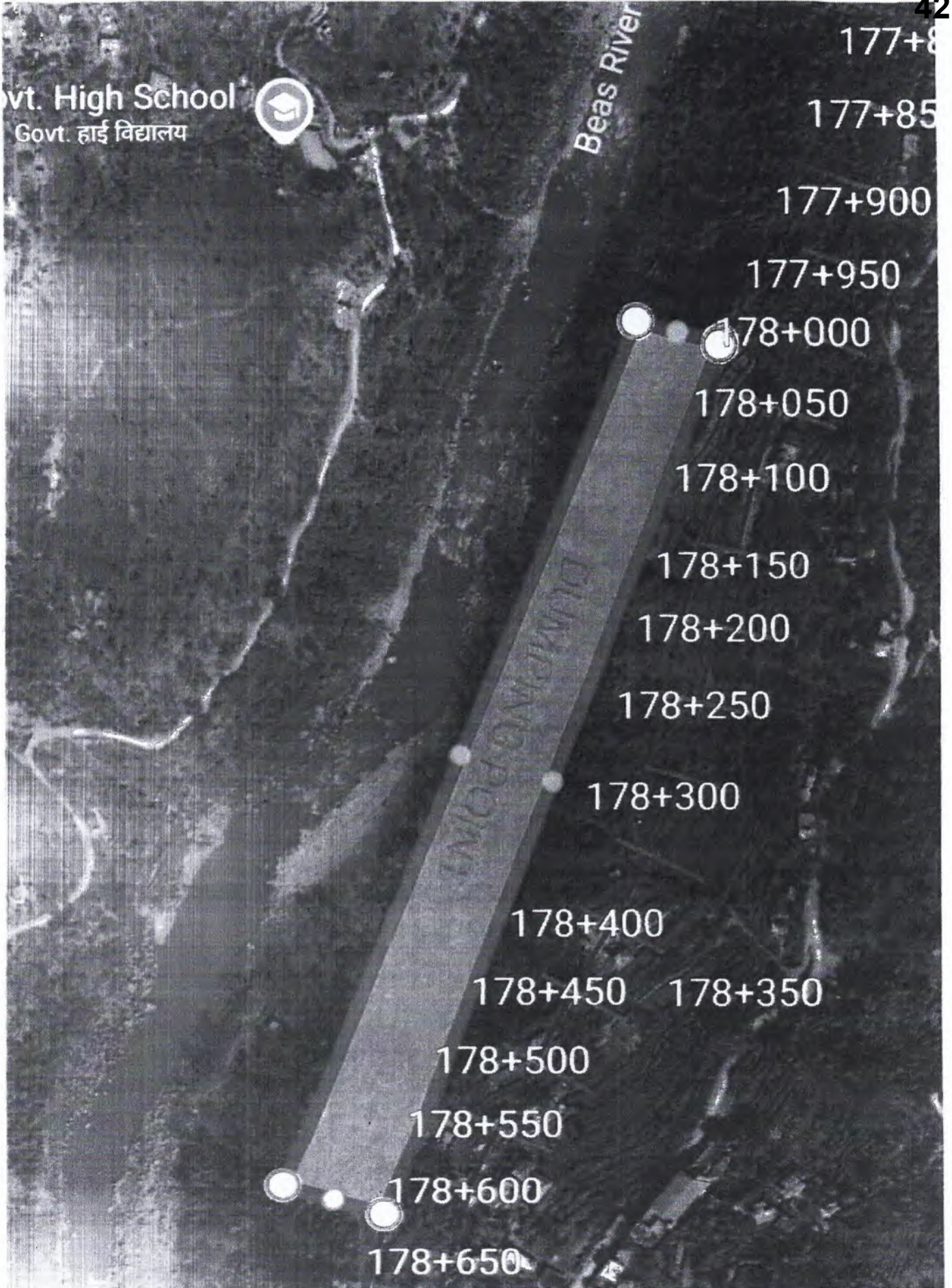
Table :1 Volume of Muck to be generated

S.NO.	Description	Quantity	Unit
1	Dumping Area (BHULLI SITE)	530078.82	Cum
2	Dumping Area (BINJI SITE)	1197900	Cum
	TOTAL CAPCITY (1+2)	1727978	Cum
1	Material received from Tunnel and Portal-1 or Portal-2 cutting	937139	Cum
2	Disposal and use of cutting material in road work		
3	Filling in road	230000	Cum
4	Road cutting	170000	Cum
5	Total (3-4)	60000	Cum
6	Total Material Required to be Disposed by cartage (1-5)	877139	Cum
7	Swall Factor 40%	374855.6	Cum
8	Total Material Required to be Disposed (7+8)	1251995	Cum

NOTE:-Muck Disposal 1251995Cum is catered to Muck dumping location design Km ch 177.975 km to ch 178.500 km or ch 182.950 km to ch 183.150 km of Mandi Binji section for HN-154 dumping site capcity 1727978 Cum



③ Muck Mangumal Ram
Sifu & Sam



Govt. High School
Govt. हाई विद्यालय

Beas River

177+800

177+850

177+900

177+950

178+000

178+050

178+100

178+150

178+200

178+250

178+300

178+400

178+450

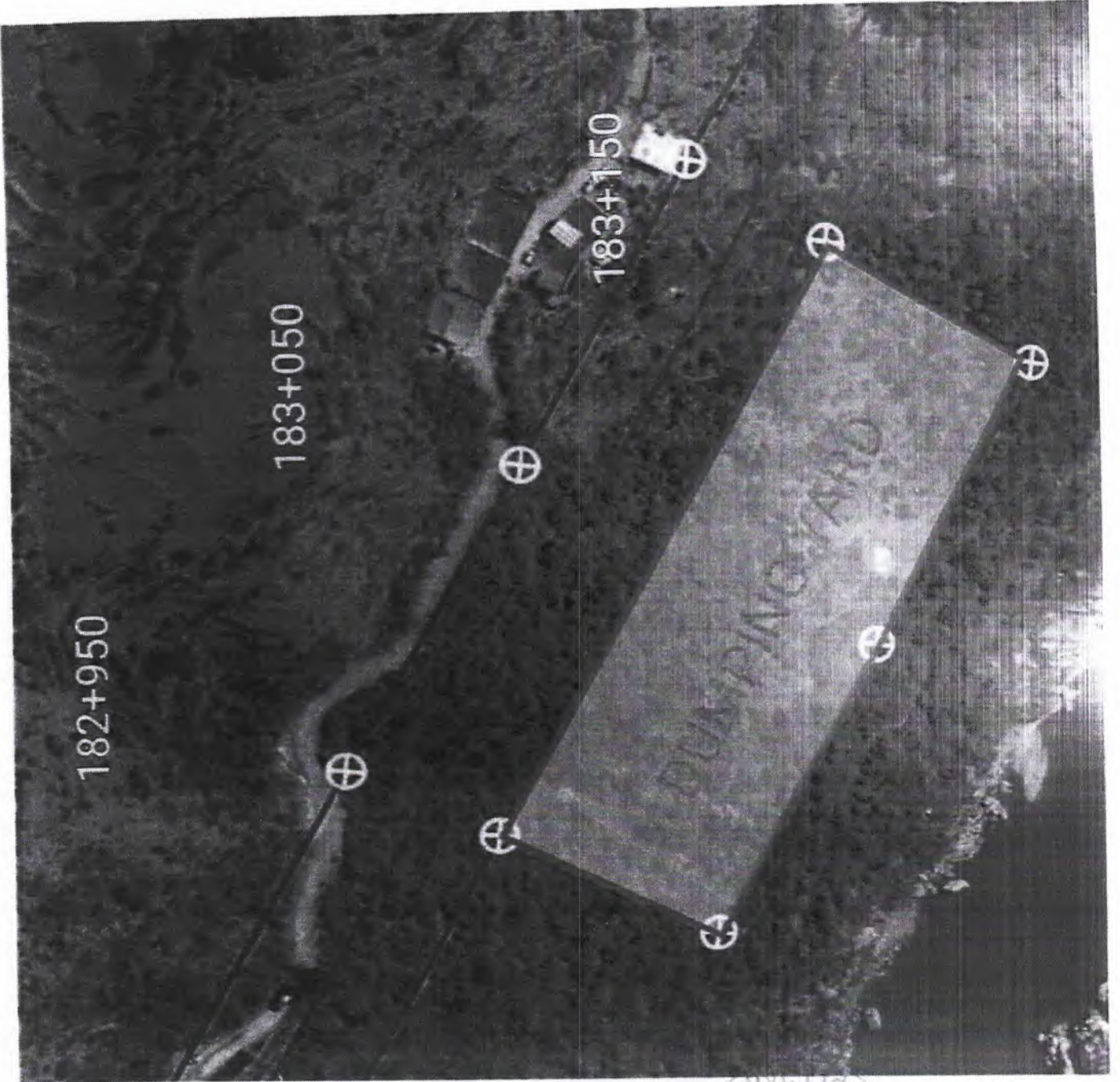
178+350

178+500

178+550

178+600

178+650



NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

MUCK DISPOSAL PLAN

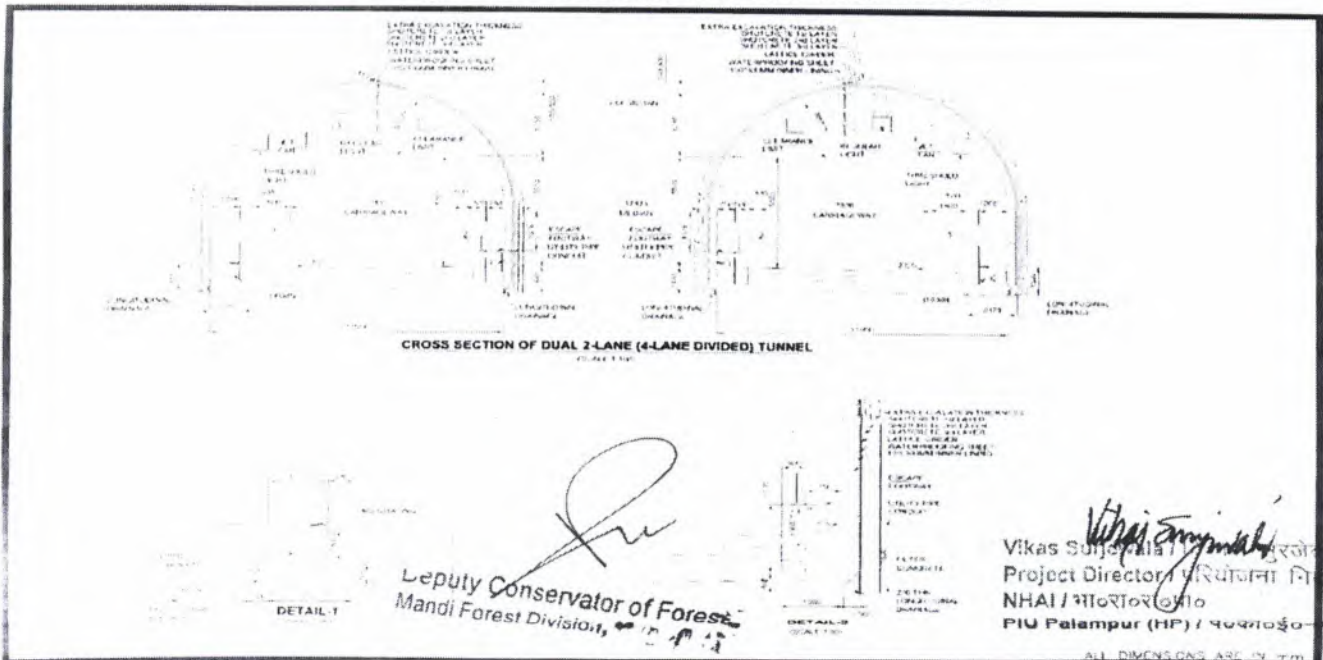
1. Proposed Tunnels

The project involves road construction including construction of two (02) tunnels, and both are twin tunnels. Total length of the proposed road is 37.030 Km Out of which length of tunnel is 1.150 km. Details of the proposed tunnels along with length and construction packages are provided in Table 1 below. The typical cross sections of twin tube tunnels are provided in Figure 1a & 1b below. Tunnel with Cross Passages are proposed in only one (01) twin tunnel of length 700.0 m as safety measures.

Table 1: Details of the Proposed Tunnels

Tunnels	Type	Location	Start(Km)	End(Km)	Length (m)	Cross Passages(No)	PKG
Tunnel 1	Twin Tube	Bijan	41+570	42+270	700	1.0	1
Tunnel 2		Jungle Khas	44+790	45+240	450	-	
Total Length (2 tunnels)					1150	1.0	

Figure 1a Cross section of Twin Tube Tunnels



NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

Table: 1 Volume of Muck to be generated

S.No	Description	Quantity	Unit
1	Earthwork Obtained from Road Side Cutting and Tunnels		
A	Material received from road side cutting in hills	273699.05	cum
B	Material received from tunnels including Egress=	957240.5	cum
C	Material received from tunnels Cross Passage=	6,307.10	cum
2	Subtotal(A+B+C)=	1,237,246.65	cum
D	40% of swell factor on material received from hill side cutting	4,94,898.66	cum
3	Total(2+D)=	17,32,145.31	cum
Disposal and use of cutting material in road work			
4	Embankment filling from roadway cutting (100%)	1,96,060.80	cum
5	Total	1,96,060.80	
6	Material required to be disposed by cartage (3-5)	16,40,321.79	cum

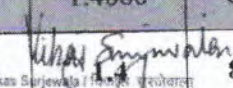
Table: 3 Volume of Muck to be disposed

Muck Volume (Cum)	Re-used Volume (Cum)	Disposal Volume (Cum)
17,32,145.31	1,96,060.80	15,36,084.51

One (01) muck disposal sites measuring a total area of 1.400 ha have been selected as designated site for muck disposal as detailed in Table 2 below.

Table 2: Muck Disposal capacity -Present Status (Proposed)

Muck Disposals locations								
S.No	Chainage From	Chainage to	Length	Width	Height	Area (Mtr.)	Area (Ha.)	Volume (Cu.m)
1	182.950	183.150	200	70	60	14000	1.4000	8,40,000
Total			200			14000		8,40,000


 Anas Surjewala / आनास सुरजेवाला
 Project Director / प्रियंकार प्रियंकार
 NHAI / नेशनल हाइवे अथॉरिटी
 PHJ Palampur (HP) / पंजाब-पलामपुर (हिमाचल)

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH 154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

In addition to above muck dumping site provision of additional muck disposal sites measuring a total area of 1.400 ha have been selected as designated site for muck disposal as detailed in Table 2 below.

Table 2: Additional Muck Disposal Sites-Present Status

Village	Dumping Sides	Survey No	Existing Land		To be acquired Land		Total Land (Ha.)
			Forest Land (Ha.)	Non Forest Land (Ha.)	Forest Land (Ha.)	Non Forest Land (Ha.)	
MathaNiyul	MDS1	230/1			0.0765		0.0765
		514/225/1			1.0790		1.0790
		514/225/2			0.2515		0.2515
		204/2			0.0016		0.0016
		204/3			0.0032		0.0032
		208			0.0103		0.0103
		206/1			0.0340		0.0340
		485/225/1				0.0101	0.0101
		215/1				0.0123	0.0123
		216				0.0625	0.0625
		217				0.0111	0.0111
		218/1				0.0377	0.0377
		205/1				0.0559	0.0559
		207				0.0086	0.0086
		209/2				0.0017	0.0017
Tandu		212/1			0.0765		0.0765
		214/1			0.0012		0.0012
		222/1			0.0067		0.0067

Vikas Surjewala / विकस सुरजवाला
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 NHAI / भारत सरकार
 PIU Palampur (HP) / पंजाब - पालमपुर (हिमाचल)

NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).

Village	Dumping Sides	Survey No	Existing Land		To be acquired Land		Total Land (Ha.)
			Forest Land (Ha.)	Non Forest Land (Ha.)	Forest Land (Ha.)	Non Forest Land (Ha.)	
		452/360/1			0.0079		0.0079
		213				0.0275	0.0275
		216/1				0.1371	0.1371
		216/2				0.0283	0.0283
		217				0.0206	0.0206
		218				0.0016	0.0016
		219/1				0.0213	0.0213
		220/1				0.004	0.0040
		224/1				0.02429	0.0243
		224/1/1				0.0121	0.0121
Total					1.5484	0.4767	2.0250
Bijan	MDSII	1091/8/1			2.6518		2.6518
		9				1.0611	1.0611
		10				0.0101	0.0101
		24				0.0041	0.0041
		1456/1163/60				0.1815	0.1815
		1161/60				0.0434	0.0434
		1162/60				0.0410	0.0410
Total					2.6518	1.3412	3.9930
Grand Total					4.2002	1.8178	6.0180

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Project Director / परिचालन निदेशक
NHAI / भारत सरकार
PIU

The muck disposal lands proposed are generally in non-forest area but due to under-capacity some forest land has also been acquired within the PROW to fulfil the muck dumping as no other alternative non-forest land is available along the project area. Out of

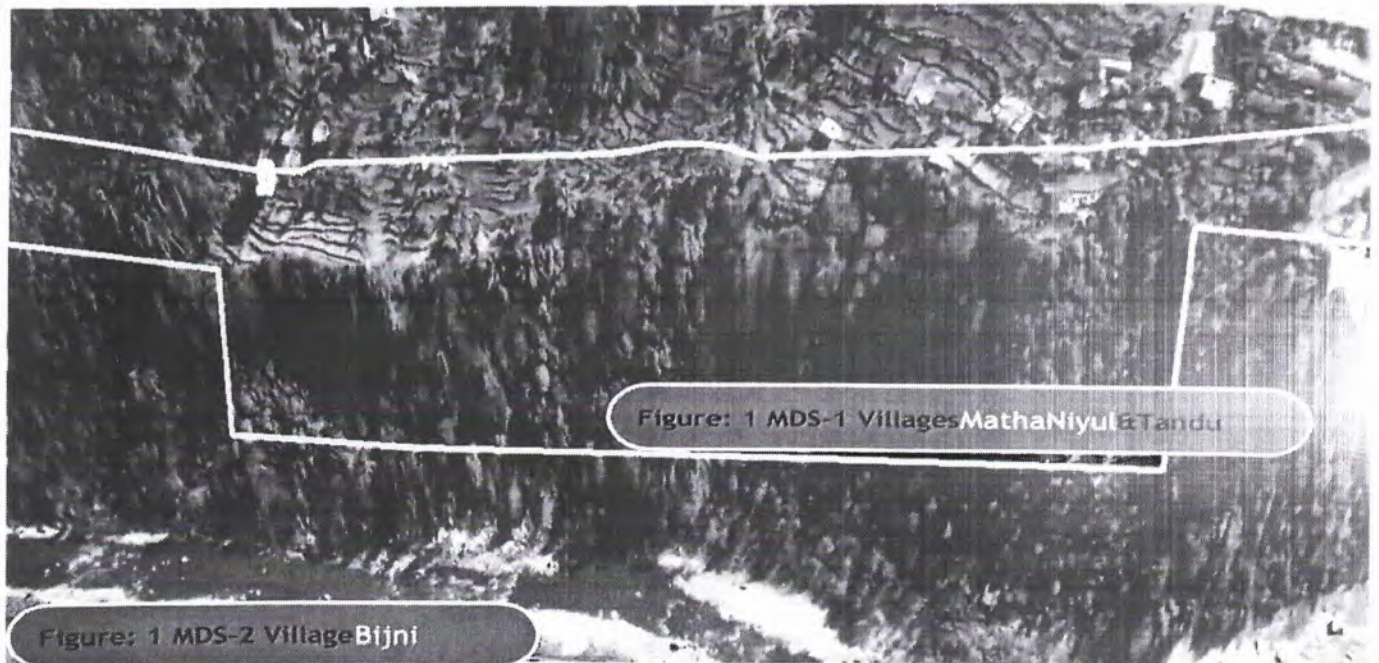
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the total 6.0180 ha, which will be diverted through Proposal No FP/HP/ROAD/154466/2022 dated 05/07/2022 for muck disposal.(proposal pending with R.O).

Digital elevation models, as presented in **Figure 1&2 below** of the Two (02) selected muck disposal sites, were prepared for all muck dumping sites to ascertain the topography and determining the location and length of the gabion wall for slope protection so as to prevent the muck from reaching into natural streams.

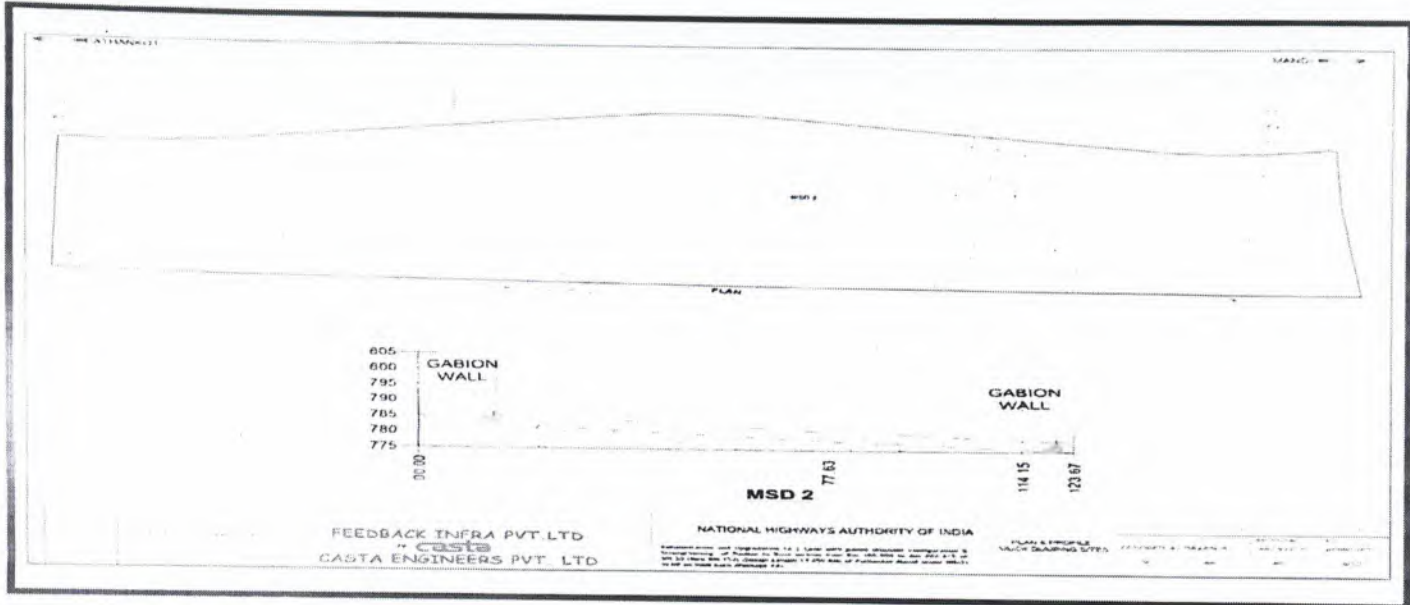
Muck Dumping Site-I

Muck Dumping Site-II



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 NHAI / भारत सरकार
 PIU Palampur (HP) / पंकज ई- पालमपुर (हिमाचल)

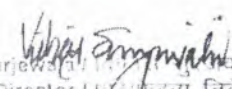
NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).



The muck holding capacity of the all muck disposal sites (including the already diverted/acquired plot) are detailed in Table 4 below and comparison of muck volume to be generated vis-à-vis capacity of the disposal sites are presented in info graphics in Figure 3 below.

Table: 3 Muck Holding Capacity of Disposal sites

S.No	Villages	Design Chainage (km)		Length	Width	Height	Area (Sqm)	Volume (Cu.m)
		From	To					
1	Ardha	182.950	183.150	200	70	60	14000	840000
2	Bijan	177.975	178.580	605	66	30	39930	1197900
Total							53930	2037900


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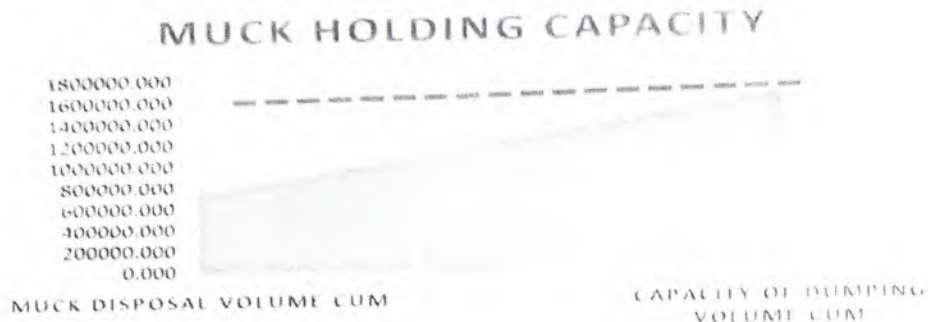


Figure: 3 Generate Muck Volume Vis -a-Vis's capacity of Disposal sites

It can be inferred from the Figure3 above that capacity of the disposal sites fulfils the requirement of generated muck volume. Therefore, the proposed muck disposal sites with the suggested gabion wall height will suffice the requirement of dumping of excavated muck.

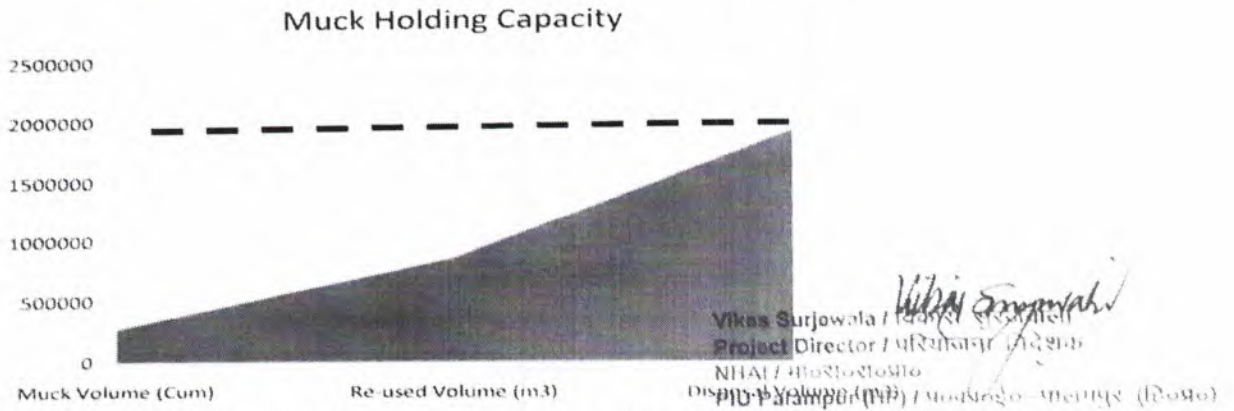


Figure: 7 Generate Muck Volume Vis -a-Vis's capacity of Disposal

It can be inferred from the Figure 7 that capacity of the disposal sites fulfils the requirement of generated muck volume. Therefore, the proposed muck disposal sites with the suggested gabion wall height will suffice the requirement of dumping of excavated muck.

3. Environmental Impacts of Improper Muck disposal

The dumping of rock spoil can potentially be a cause for environmental problems and land degradation. It may cause landslides if not disposed properly and be an

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aesthetical damage to the natural landscape. Improper muck dumping without slope protection measures results in wash away into the channels/Khad/Streams causing siltation and blockage of natural channels. The trees and undergrowth vegetation of the dumping sites are also affected due to change in land use. Further, when stacked without adequate stabilisation measures, muck moves along with runoff and creates landslides.

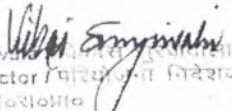
4. Environmental Safeguard Measures for Muck Disposal Sites

- Multiple gabion walls at different elevation levels are proposed to retain muck within the boundary of muck disposal sites. Gabion wall of height of 5 m including 0.75 m of buffer along with standard wire gauge galvanised wire (SWG GI) having 10 cm x 10 cm mesh and dimension 1.15 m x 1.15 m x 1.15 m in multi tiers with 0.5 m wide offset to be laid concurrently with the dumping of muck for side protection. Muck dumping plan of all five (05) proposed disposal sites along with elevation profile and desired Placement of gabion wall is provided in drawings at the end of this report.

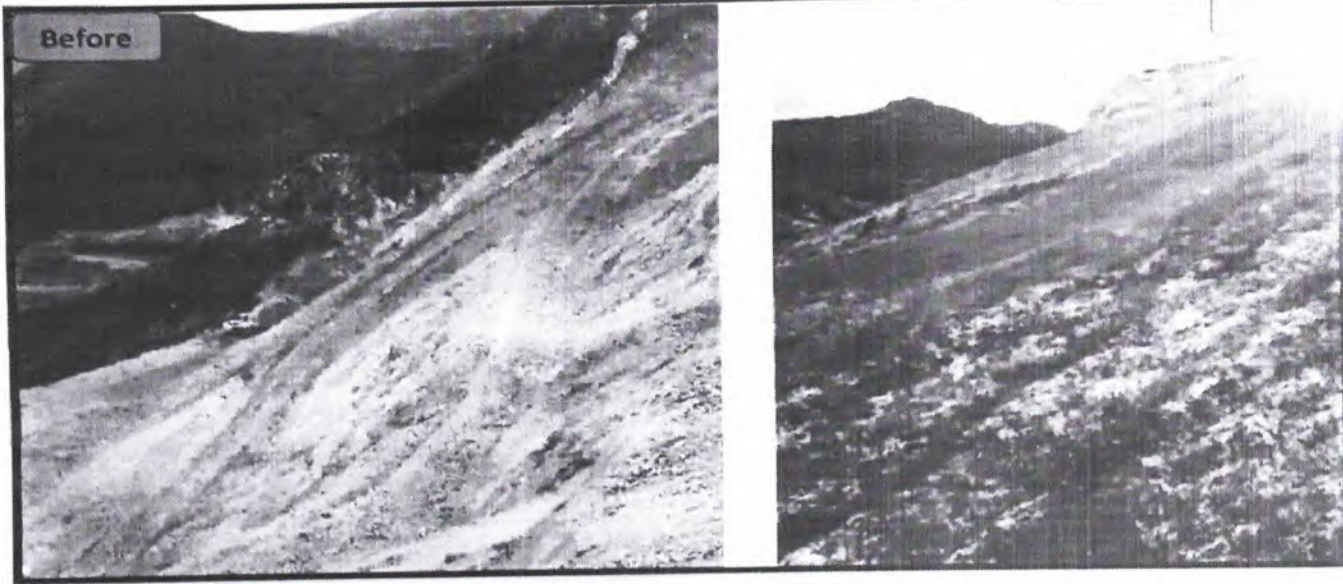


Use of Geo- mats for Slope Stabilization

- After preparing the gabion wall at muck disposal site, the muck brought in dumpers shall be dumped and manually spread behind the wall in such a manner that rock mass is properly stacked behind the wall with minimum of voids.

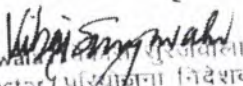

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NAME OF WORK/ PROPOSAL :- CONSTRUCTION OF 4-LANING WITH PAVED SHOULDER OF BIJNI TO MANDI SECTION FROM EXISTING KM 202.815 TO KM 208.000 OF NH-20 (NEW NH-154) (DESIGN LENGTH 5.357 KM) INCLUDING CONSTRUCTION OF TWIN TUBE TUNNEL FOR A LENGTH OF 3.500 KM OF PATHANKOT-MANDI UNDER NH(O) IN HIMACHAL PRADESH ON HYBRID ANNUITY MODE BASIS (PACKAGE-VB).



Rehabilitation of slopes using bio-engineering techniques

- Regular inspection by environmental expert of concessionaire and Independent engineer (IE) shall be made to ensure complete avoidance of spilling of muck outside the boundary, especially into channels/Khad/Streams.
- Bioengineering is the technique of utilizing vegetation in addressing geotechnical problems. Slope of muck disposal sites after completion of dumping to a particular site should be stabilized by stone pitching and turfing with geo mats (Coir Geotextile) & indigenous species of soil stabilizing legumes like Vetiver grasses. Natural geotextiles degrade quicker than man-made counterpart, but facilitate growth of vegetation quicker and better to due to this inherent

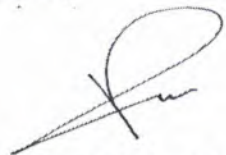

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Hence the Total Muck to be disposed i.e 16, 40,321.79 cum. Will be disposed at Dumping site proposed at Ardha and Bijan with the capacity as mentioned in below table .

S.No	Villages	Design Chainage (km)		Length	Width	Height	Area (Sq.m)	Volume (Cu.m)
		From	To					
1	Ardha	182.950	183.150	200	70	60	14000	840000
2	Bijan	177.975	178.580	605	66	30	39930	1197900
Total							53930	2037900

Vikas Surjewala / विकस सुरजवाला
 Project Director / प्रियोजना निदेशक
 NHAI / नेशनल हाइवे अथॉरिटी
 PIU Palampur (HP) / पंजाब-पलामपुर (हि.प्र.)


 Deputy Conservator of Forest
 Mandi Forest Division, Mandi

The project road starts from Bijni at Existing Km 202.815 of NH-20 (New NH-154) to Mandi at Existing Km 208.000 of NH-20 (New NH-154) section having total Design length of 5.357 Km (including Proposed Twin Tube Tunnel with Design Length 3.500 Km) in the State of Himachal Pradesh. The project road is a part of Pathankot Mandi section of NH- 20 (New NH-154) in the state of Himachal Pradesh.

File No. :-FP/HP/ROAD/154466/2022

Date of Proposal :- 05-Jul-2022

RECLAMATION PLAN FOR MUCK DUMPING

Name Of Work:- The project road starts from Bijni at Existing Km 202.815 of NH-20 (New NH-154) to Mandi at Existing Km 208.000 of NH-20 (New NH-154) section having total Design length of 5.357 Km (including Proposed Twin Tube Tunnel with Design Length 3.500 Km) in the State of Himachal Pradesh. The project road is a part of Pathankot Mandi section of NH- 20 (New NH-154) in the state of Himachal Pradesh. **TO BE CONSTRUCTED IN DISTRICT MANDI STATE HIMACHAL PRADESH.**

Dumping site at RD 182/950 to 183/150 in Khasra No. 580/546/2,584/546/1,545,544, will be 16,40,321.79 cum. After leveling, dumping site will be rehabilitated by planting OBL plants. The reclamation plan for the dumping sites is prepared as under :-

Year	Area in Hect.		Rate/ Hect.	Total Amount
0th year (Plantation Fencing)	1.1400	Hect.	60150.00	68571.00
1st year Maint.	1.1400	Hect.	6350.00	7239.00
2nd year Maint.	1.1400	Hect.	4300.00	4902.00
3rd year Maint.	1.1400	Hect.	2250.00	2565.00
4th year Maint.	1.1400	Hect.	2250.00	2565.00
5th year Maint.	1.1400	Hect.	2250.00	2565.00
6th year Maint.	1.1400	Hect.	2250.00	2565.00
7th year Maint.	1.1400	Hect.	2250.00	2565.00
8th year Maint.	1.1400	Hect.	2250.00	2565.00
9th year Maint.	1.1400	Hect.	2250.00	2565.00
10th year Maint.	1.1400	Hect.	2250.00	2565.00
Total C.A. Scheme				101232.00
Departmental charges @17.5%				17716.00
Contingency Charges @5%				5062.00
Total				124010.00
GST for the cost of F/Post 1491 @18%				3694.00
NSY cost for plants 91 @23/-				28842.00
Grand Total :-				156546.00

Muck Dumping Certificate :-

It is certified that the said area will be developed by user agency.

Deputy Conservator of Forest
Mandi Forest Division

Vikas Surjewala
Project Director / परिचालन निदेशक
NHAI / भारतीय राष्ट्रीय
PIU Palampur (HP) / कोलकाता-पालमपुर (हिमाचल)



H.P. STATE POLLUTION CONTROL BOARD
Regional Office Mandi, Legend Building, 1st Floor,
Opposite Dev Bhoomi Hyundai, VPO Gutkar,
Tehsil Balh, Distt: Mandi (H.P.)-174001
Tel.- 01905-246220, Website: <http://hppcb.nic.in/>



No. PCB/RO/MND (32)/Illegal Muck Dumping/2023/- **2326-28**
To

Dated- 21.11.2025

The Member Secretary,
H.P. State Pollution Control Board,
Shimla-9

Subject: Recommendation- Action against M/s Gawar Construction Company Pvt. Ltd. Vill. Khaliar, P.O mandi, Tehsil. Sadar, Distt. Mandi.

Sir,

This is in reference to inspection of **M/s Gawar Construction Company Pvt. Ltd.** engaged in Rehabilitation and Upgradation to 2 Lane with Paved Shoulder configuration & Strengthening of Padhar to Mandi Section from Km 180.000 to Km 208.00 of NH- 154 of Pathankot-Mandi under NH(O) in HP on HAM basis (Package – VA) has carried out by officials of Regional Office Mandi on 16.11.2025.

During the course of inspection, it has been observed that unit has illegally dumped/disposed the muck/debris during the construction work in following locations:

1. Near Tunnel Portal-II at Ardha PO Purani Mandi Tehsil Sadar District (Three Sites). **(Photographs attached at annexure-I)**
2. Near Tunnel Portal-I at VPO Bijni Tehsil Sadar (One Site). **(Photographs attached at annexure-II)**
3. Near Power House at VPO Bijni Tehsil Sadar (One Site). **(Photographs attached at annexure-III)**
4. Near Blasting Site at VPO Tandn Tehsil Sadar District Mandi H.P. **(Photographs attached at annexure-IV)**

Hence, in compliance to the orders issued by Office Order No. HPSPCB/Consent/84th Board Meeting 2024-14682-14719, dated- 07/12/2024, it is recommended to impose Environmental Compensation amounting Rs. 06 Lakh (One Lakh only) @ Rs. 1 Lakh per site to **M/s Gawar Construction Company Pvt. Ltd.** along with submission of time bound Action plan for providing the protection measures at the Site.

Submitted for kind information please.

Yours faithfully

o/c
Er. Vinay Kumar
Regional Officer
HPSPCB Regional Office Mandi

Copy to: -

1. The Deputy Commissioner Mandi, Distt. Mandi (HP) for information please.
2. The Sub Divisional Officer (C), Sadar, Tehsil Sadar, Distt. Mandi for information w.r.t her office letter as mentioned above, please

o/c
Regional Officer
HPSPCB Regional Office Mandi
Annexure-I



GAWAR MANDI
Highway Pvt. Ltd.

CIN : U42101HR2023PTC11654

Ref: Gawar/Bijni-Mandi/Tunnel/Pkg-VB/2025-26/426

Date: 12-12-2025

To,
The Assistant Engineer
Pollution Control Board
Mandi, Himachal Pradesh

Subject: Construction of 4-Laning with Paved Shoulder of Bijni to Mandi Section from existing Km 202.815 to Km 208.000 of NH-20 (New NH-154) (Design Length 5.357 Km) including construction of Twin Tube Tunnel for a length of 3.500 Km of Pathankot-Mandi under NH (O) in Himachal Pradesh on Hybrid Annuity Mode basis (Package-VB).

SUB: Undertaking regarding temporary muck dumping at Ropu Nallah Bridge and status of slope protection & plantation works.

Ref.- (i) LOA letter no. NHAI/Pathankot-Mandi/Pkg-VB/HAM/HP/2022 Dated 16.10.2023
(ii) Concession Agreement Dated 19.11.2023.
(iii) Appointment Date 18.03.2025

Respected Sir,

With reference to the ongoing construction works at **Ropu Nallah Bridge and dumping protection work**, the following is submitted for your kind information and record:


1. Temporary Muck Dumping at Ropu Nallah Bridge:

Ropu Nallah is a non-perennial nallah, and the bridge length at this location is 50 m. For facilitating the positioning and operation of the girder launching machine, temporary muck dumping was carried out within the nallah.

This arrangement was essential for execution of the **superstructure works** and was undertaken with due care to minimize environmental impact.

It is hereby **undertaken** that the temporarily dumped muck shall be **completely removed upon completion of girder launching**, latest by **30th June 2026**, and the **natural drainage course of the nallah shall be restored to its original profile**, ensuring unobstructed flow and full compliance with environmental and hydraulic requirements.

For Gawar Mandi Highways Pvt. Ltd.


Authorized Signatory

Regd. Office: DSS-378, Sector 16-17, Hisar-125005(Haryana) Ph:(01662)
246117,250361,Fax (01662)248885

Thank you for considering our request. We look Forward to Reviewing your Quotation.

2. **Construction of Crate Wall, RS Wall and Plantation Measures and Dumping site Ardha**

The construction of **three-stage crate wall and RS wall** is presently in progress at site and shall be completed by **30th June 2026**.

For slope stabilization and environmental protection, a suitable **plantation strategy** has been adopted. A mix of **local species**, including grasses, shrubs, and trees, is being used to ensure faster canopy closure and effective soil binding. Initial surface cover includes **hardy grasses and bushes**, such as **Stereia and Napier grasses**, to quickly stabilize the slope.

We assure you that all works are being executed in compliance with applicable environmental norms, and necessary restoration measures shall be completed within the stipulated timeframe.

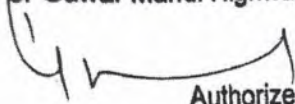
Kindly take the above on record.

Best Regards

Yours Faithfully

For Gawar Mandi Highways Pvt.Ltd.

For Gawar Mandi Highways Pvt. Ltd.



Authorized Signatory

Authorized Signatory

Encl.As above