



National Green Tribunal

Case Title :	Amresh Singh Vs. UNION OF INDIA
Filing No :	0701113001382016
Filing Date :	17-08-2020

S. No.	Filing Number	Miscellaneous No	Party Name	File Name	Filing Location	Document Type
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BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

M.A.NO.248 OF 2019
IN
ORIGINAL APPLICATION NO.295 OF 2016

IN THE MATTER OF:-

AMRESH SINGH

... APPLICANT

Versus

UNION OF INDIA & ORS.

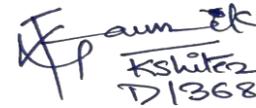
... RESPONDENTS

INDEX

Sl. No.	Particulars	Page Nos.
1.	Reply Affidavit on behalf of Respondent No.2 – National Highways Authority of India to the Miscellaneous Application No.248 of 2019 in O.A. No.295 of 2016 dated 18.12.2019 filed by the Applicant	1 – 7
2.	<u>Annexure -NH1</u> Copy of the Relevant Pages of the Contract Agreement of National Highways Authority of India	8 – 9
3.	<u>Proof of Service</u>	10 – 14

RESPONDENT NO.2
(NATIONAL HIGHWAYS AUTHORITY OF INDIA)

THROUGH


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NEW DELHI

FILED ON: 31.07.2020

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
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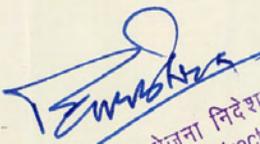
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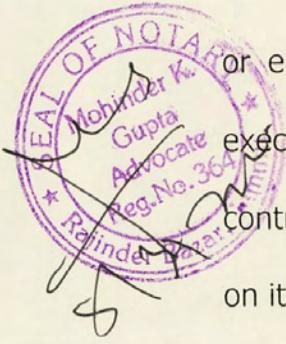
...RESPONDENTS

REPLY AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 2, NATIONAL HIGHWAYS AUTHORITY OF INDIA TO THE MISCELLANEOUS APPLICATION NO. 248 OF 2019 IN O.A. NO. 295 OF 2016 DATED 18.12.2019 FILED BY THE APPLICANT

I, **Purshotam Kumar S/o Sh. Jabro Ram** aged about **53** years working as **Project Director, Ramban** with the National Highways Authority of India and Project Director, having its office at **Channi Himmat Jammu** do hereby solemnly declare and affirm as under:

1. I say that I am conversant with the facts of the present case, as I am the Project Director in the present case. I further say that unless any of the averments/ statements made in the Miscellaneous Application No. 248 of 2019 in O.A. No. 295 of 2016 ('**The Application**') is specifically admitted in any of the following paragraphs, the same shall be deemed to have been specifically denied and disputed.
2. At the outset, it is important to mention that the Answering Respondent, National Highway Authority of India (herein after referred as "NHAI") is a statutory body, under the administrative control of the Ministry of Road Transport & Highways (MORTH) established under the National Highways Authority of India Act, 1988 and has been entrusted with the responsibility of development, maintenance and management of National Highways vested in


परियोजना निदेशक
Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
National Highway Authority of India



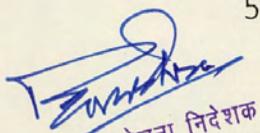
or entrusted to it. It is pertinent to mention herein that the NHAI is the executing agency, which sub-contracts all construction/implementation work to contractors/ concessionaires. NHAI does not undertake any construction work on its own accord and only gets the projects executed through third parties.

3. It is most humbly submitted that the Answering Respondent submits that the Application filed by the Applicant whereby the Applicant has alleged that the orders passed by this Hon'ble Tribunal are being violated by the construction companies in connivance with the other Respondents by dumping the muck and debris into the River Chenab. The Applicant, vide the Application, is seeking stay on the excavation work of the Project, directions to the authorities to take appropriate legal action against all dumping of the muck into the river and to direct the Authorities to formulate and place on record strategies and schemes as to prevent the said dumping and damage to the forests.

PRELIMINARY OBJECTIONS AND SUBMISSIONS:

4. It is most humbly submitted that the Application filed by the Applicant/ Petitioner is nothing but and an abuse of the process of law in as much as the said Application is vague, is silent with respect to the details of the incident such as the date, area and time mentioned there in and is just an attempt to mislead this Hon'ble Tribunal and to cause prejudice against the Answering Respondent herein as also the work on the project being carried out by the Answering Respondent. The Applicant/ Petitioner is only attempting to mislead the Hon'ble Tribunal by presenting the fact in a distorted manner before this Hon'ble Tribunal.

5. It is submitted that the Applicant has only made vague and baseless averments in the Application filed and the same is liable to be dismissed against the Answering Respondent. It is stated in the application that the Answering Respondent is throwing muck and debris in the River Chenab, however it is



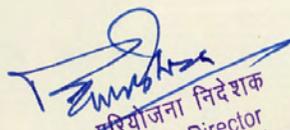
परियोजना निदेशक
Project Director

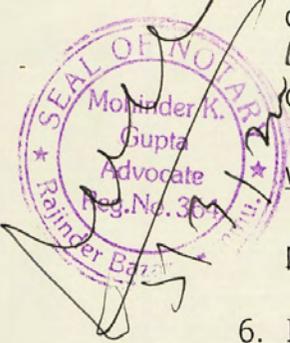
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना निदेशक, रायपुर, छत्तीसगढ़

pertinent to mention herein that the NHAI is the executing agency, which sub-contracts all construction / implementation work to contractors / concessionaires. Answering Respondent does not undertake any construction work on its own accord and only gets the projects executed through third parties.

6. It is also submitted that the contract agreements signed by Answering Respondent with Respondent No. 5 & 6 (Collectively referred to as "Contractors"), casts an obligation on the Contractors to make all necessary applications to the requisite Government instrumentalities and take all necessary permits thereof and to ensure that the applicable conditions to the such permits are met with in conformity with law. Therefore, it was the responsibility of the contractors to take necessary permissions of the dumping yards from the local governmental departments, and the Answering Respondent was only required to support such application. It was not the responsibility of the Answering Respondent to provide the Contractors with the Dumping Yards, but the Contractors themselves were required to take necessary steps in this regard, and seek Answering Respondents Assistance, if at all required.

7. It is most respectfully submitted that the Application does not contemplate the location / area of which the photographs have been attached. Further, there are no date, time stamp on such pictures nor the same is mentioned in the application. In view thereof, the Applicant has filed a vague Application in as much as, placing reliance on some photographs but has failed to provide the crucial details such as location, time or date of the said pictures, making them non-reliable evidence in the present case. The Answering Respondent submits that the present Application is only an attempt to cause hinder the progress of the project site and to cause serious prejudice to the entire project of national importance.


 परियोजना निदेशक
 Project Director
 भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना इकाई समन्वयक
 National Highway Authority of India



8. It is most humbly submitted without prejudice to the objections raised above, that on a closer perusal of these photographs depicts that the photographs were taken by the Applicant at the time of landslide in the area depicted therein. It appears that the alleged "Muck & Debris" being shown in the said pictures are effect of the landslide and the slid mass is being depicted in the picture. It is also submitted that in the months of Monsoon, landslides are common in most of the areas in the state, and at times, as a result of landslide, the roads get blocked and vehicular traffic gets stuck for hours and hours. In one of the pictures, same is evident, in as much, a long line of vehicles can be seen stuck due to landslide, and heavy earth movers are in place to clear the path for these vehicles to pass.

PARA WISE REPLY TO THE APPLICATION:

9. It is most respectfully submitted that each and every submission of the Applicant herein are denied unless specifically admitted. Without prejudice to the above, the Answering respondents submits its para-wise reply as under:

1. That the contents of Para 1 of the Application are a matter of record and needs no reply.
2. That the contents of Para 2 are wrong and hence denied. It is submitted that there is no mention of any kind of degradation of the environmental condition in the reports submitted by the Monitoring Committee constituted by this Hon'ble Tribunal.
3. That the contents of Para 3 are vehemently denied to the extent that the Answering Respondent is least worried about the orders passed by this Hon'ble Tribunal. In this regard it is submitted that the Answering Respondent is statutory body, under the administrative control of the MORTH and was established under the National Highways Authority of India Act, 1988. The Answering Respondent has been ensuring compliance to environmental concerns in letter and spirit. All directions passed by this Hon'ble Tribunal has been complied with by the Answering Respondent at


परियोजना निदेशक
Project Director

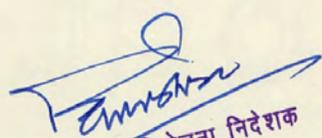
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all times and has taken all the necessary precautions to protect the environment of the area and thus the question of the Answering Respondent violating any directions passed by this Hon'ble Tribunal does not arise. It is further submitted that as directed by this Hon'ble Tribunal, the Answering Respondent has deposited the Bank Guarantee amounting to Rs. 1,00,00,000/- (One Crore) dated 01.08.2019 to the Chairman, Central Pollution Control Board Delhi.

4. That the contents of Para 4 of the application are vague, frivolous and hence vehemently denied. The Applicant has only made vague and baseless averments in the Application filed and the same is liable to be dismissed against the Answering Respondent at the outset. As already submitted by the Answering Respondent in Preliminary objections specifically Para 5 to 7 above, the Applicant in the present Application has not made any specific allegation nor any evidence has been produced by the Applicant evidencing that the muck / debris is being dumped into the rivers by the Answering Respondent. With respect to Answering Respondent throwing "Muck & Debris" into the River, the contents of Para 5 above may be read and the same are not reproduced here for sake of brevity. It is also submitted that as contemplated in the EPC Contract, all necessary actions as required on behalf of Answering Respondent has been undertaken by the Answering Respondent. In this regard, the Answering Respondent would like to draw the attention of this Hon'ble Tribunal on Clause 3.1.7 (a) and (b) which reads as:

"3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a. **make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Law**
- b. **Procure, as required, as appropriate proprietary rights, licences, agreements and permissions for**



परियोजना निदेशक
Project Director

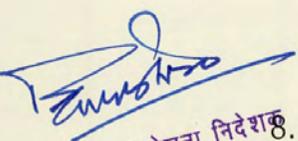
भारतीय रक्षा मंत्रालय, दिल्ली
परियोजना कार्यालय, दिल्ली

materials, method, processes and systems used or incorporated into the Project Highway;"

A copy of relevant pages of the Contract Agreement is attached herewith and marked as **Annexure – NH-1**

However, it is also pertinent to note here that due to different geographical reasons compounded with inclement weather in preceding months massive landslides got triggered at some locations on the Project Highway. The effect of landslides was so vast that the "slide mass" dribble over the National Highway and at times rolled off on the valley side, forming huge heaps of solid mass. Resultantly, at times the Highway was blocked and the commuters were stranded on both sides of the slide location which halted the movement of the vehicles in affected stretch. In this hilly area there were times when the commuters were stranded for more than two days on both the sides of the slide location. In such emergency situations, hauling of the muck to designated dumping location becomes impossible for limited time till the stranded vehicles are cleared off from the landslide effected stretches.

5. That the contents of Para 5 of the Application are vague, frivolous and hence vehemently denied. In reply to the contents of this para, the Answering Respondent seeks leave of this Hon'ble Tribunal to refer to the submission already made by the Answering Respondent in Preliminary objections specifically Para 7 & 8 above and the same is not being repeated for sake of brevity.
6. That the contents of Para 6 are denied for the want of knowledge.
7. That the contents of Para 7 of the Application are vague, baseless, misleading and hence vehemently denied. It is most respectfully submitted that there is no credible evidence presented by the Applicant in the present application which supports the contents of this Para.



परियोजना निदेशक
Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना इकाई रामबन
National Highway Authority of India, Ramaban

8. In reply to the prayer para, it is most humbly and respectfully submitted that there is no material evidence placed on record in support of the present Application hence, the present Application is clearly not maintainable both

in law and on facts and therefore any relief, if so granted to the applicants, will not only be contrary to law.

PRAYER

10. Therefore, in light of the submissions made in the present affidavit on behalf of Answering Respondent it is most respectfully and humbly submitted that this Hon'ble Tribunal may be pleased to Dismiss the Miscellaneous Application No. 248 of 2019 dated 18.12.2019 in O.A. No. 295 of 2016 filed by the Applicant/ Petitioner;



VERIFICATION:

Verified at **Jammu** on this **05** day of **March**, 2020 that the contents of above Affidavit are true and correct on the basis of information derived from the records maintained by the Respondent Authority in the ordinary course of its business whilst the legal submissions contained therein are true as per the information received and are believed to be correct, no part of it is false and nothing material has been concealed therefrom.

DEPONENT

परियोजना निदेशक
Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना इकाई रामबन
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परियोजना निदेशक
Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना इकाई रामबन
National Highway Authority of India, PIU, Ramban

DEPONENT

Execution Admitted Hence Attested

MOHINDER GUPTA
--Advocate/Notary
Jammu City

ARTICLE 3 OBLIGATIONS OF THE CONTRACTOR

Obligations of the Contractor

Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

Subject to the provisions of Clauses 3.1.1 and 3.1.2, the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

The Contractor shall remedy any and all loss or damage to the Project Highway from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.

The Contractor shall remedy any and all loss or damage to the Project Highway during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arisen out of the reasons specified in Clause 17.3.

The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event.

The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- (b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Highway;
- (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
- (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
- (e) not do or omit to do any act, deed or thing which may in any manner be

- (f) violative of any of the provisions of this Agreement;
- (f) support, cooperate with and facilitate the Authority in the implem operation of the Project in accordance with the provisions of this
- (g) ensure that the Contractor and its Sub-contractors comply with the welfare measures for labour in accordance with the Applicable, Good Industry Practice;
- (h) keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Authority's Engineer and its authorised personnel shall have the right of access to all these documents at all reasonable times;
- (i) cooperate with other contractors employed by the Authority and personnel of any public authority; and
- (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.

3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works

3.2 Obligations relating to sub-contracts and any other agreements

3.2.1 The Contractor shall not sub-contract any Works in more than 70% (seventy per cent) of the total length of the Project Highway and shall carry out Works directly under its own supervision and through its own personnel in at least 30% (thirty per cent) of the total length of the Project Highway. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. For the avoidance of doubt, the Parties agree that the Contractor may sub-divide the aforesaid length of 30% (thirty per cent) in no more than 5 (five) sections of the Project Highway. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor.

3.2.2. In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five per cent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority shall examine the particulars of the sub-contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.

3.2.3 In the event any sub-contract referred to in Clause 3.2.2 relates to a sub-contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a

Four Lanes of Udhampur To Ramban Section of NH-1A (Now NH-44)



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Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / /		Sender's Code:		Pick-up Ref. No: 2	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____			2 Recipient's (Consignee) Name: <u>Amresh Singh</u> Company Name & Address: <u>R/o. Kundi (Kard), District Ramban Jammu & Kash</u>		
City: _____ State: _____ PIN Code: _____			City: _____ State: _____ PIN Code: <u>182144</u>		
Sender's GSTIN*: _____			Recipient's GSTIN*: _____		
3 Nature of consignment <input type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg		4 Description of Content: _____ Value of Goods: _____ The Total Value of consignment for carriage / E-Way bill: ₹ _____		5 Risk Coverage: <input type="checkbox"/> Owner <input type="checkbox"/> Carrier <input type="checkbox"/>	
6 Paper Work Enclosures: _____		7 Type of consignment (Please ✓) <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>		8 Value Added Services: <input type="checkbox"/> Not Available <input type="checkbox"/> CN Expiry Dt.: _____	
9 Mode: <input type="checkbox"/> Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges: _____ Amount(₹): _____ a) Tariff (incl. of FSC + Taxes) _____ b) Value Added Service Charges _____ c) Risk Surcharge _____ d) Total amount (a+b+c) _____		11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.	
12 Booking Branch / Franchisee Code: _____		13 Receiver's Name: _____ Relationship: _____ Ph. No.: _____ Company Stamp & Signature: _____ DD MM YY TIME AM/PM		Consignment Number: Z46404178	
Sender's Signature: _____ Date: _____ Time: AM/PM The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.					
Track Consignments - Send "TRACK CONSIGNMENT No" to 92300 92300 Email: customersupport@dtcd.com www.dtcd.in SENDER COPY Dec 2018 Release					

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Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / /		Sender's Code:		Pick-up Ref. No: 2	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____			2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____		
City: _____ State: _____ PIN Code: _____			City: _____ State: _____ PIN Code: _____		
Sender's GSTIN*: _____			Recipient's GSTIN*: _____		
3 Nature of consignment <input type="checkbox"/> Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg		4 Description of Content: _____ Value of Goods: _____ The Total Value of consignment for carriage / E-Way bill: ₹ _____		5 Risk Coverage: <input type="checkbox"/> Owner <input type="checkbox"/> Carrier <input type="checkbox"/>	
6 Paper Work Enclosures: _____		7 Type of consignment (Please ✓) <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>		8 Value Added Services: <input type="checkbox"/> Not Available <input type="checkbox"/> CN Expiry Dt.: _____	
9 Mode: <input type="checkbox"/> Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges: _____ Amount(₹): _____ a) Tariff (incl. of FSC + Taxes) _____ b) Value Added Service Charges _____ c) Risk Surcharge _____ d) Total amount (a+b+c) _____		11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.	
12 Booking Branch / Franchisee Code: _____		13 Receiver's Name: _____ Relationship: _____ Ph. No.: _____ Company Stamp & Signature: _____ DD MM YY TIME AM/PM		Consignment Number: Z46404169	
Sender's Signature: _____ Date: _____ Time: AM/PM The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.					
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Date: / /		Sender's Code:		Pick-up Ref. No:	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____			2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____		
City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____		3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg	
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9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges Amount(₹) a) Tariff (incl. of FSC + Taxes) b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c)		8 Value Added Services - Not Available CN Expiry Dt.: _____	
11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.		12 Booking Branch / Franchisee Code _____		13 Receiver's Name: _____ Relationship: _____ Ph. No.: _____ Company Stamp & Signature: _____ DD MM YY TIME AM/PM	
Sender's Signature _____ Date: _____ Time: AM/PM		Courier Signature _____		Consignment Number: Z46404170	
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Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / /		Sender's Code:		Pick-up Ref. No:	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____			2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____		
City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____		3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg	
Sender's GSTIN*: _____		Recipient's GSTIN*: _____		4 Description of Content _____ Value of Goods _____ The Total Value of consignment for carriage / E-Way bill ₹ _____	
5 Risk Coverage: Owner <input type="checkbox"/> Carrier <input type="checkbox"/>		6 Paper Work Enclosures _____		7 Type of consignment (Please ✓) Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>	
9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges Amount(₹) a) Tariff (incl. of FSC + Taxes) b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c)		8 Value Added Services - Not Available CN Expiry Dt.: _____	
11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.		12 Booking Branch / Franchisee Code _____		13 Receiver's Name: _____ Relationship: _____ Ph. No.: _____ Company Stamp & Signature: _____ DD MM YY TIME AM/PM	
Sender's Signature _____ Date: _____ Time: AM/PM		Courier Signature _____		Consignment Number: Z46404171	
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.					
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dtcdc plus
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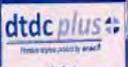
DTDC Express Limited Regd Office: No-3, Victoria Road Bengaluru - 560017			Pouch Num:	ORIGIN:	DEST:	
Non-Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.						
Date: / /		Sender's Code:	Pick-up Ref. No:	2		
1 Sender's (Consignor) Name: _____ Ph: _____		Recipient's (Consignee) Name: _____ Ph: _____		Company Name & Address: _____		
Company Name & Address: _____		City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____		
Sender's GSTIN*: _____		Recipient's GSTIN*: _____		3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/>		
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: kg		4 Description of Content		Value of Goods		
5 Risk Coverage: Owner <input type="checkbox"/> Carrier <input type="checkbox"/>		6 Paper Work Enclosures		7 Type of consignment Please ✓ Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>		
9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges		8 Value Added Services - Net Available		
11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.		a) Tariff (incl. of PSC + Taxes) b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c)		The Total Value of consignment for carriage / E-Way bill ₹ Consignment Number: Z46404172		
Sender's Signature _____		12 Booking Branch / Franchisee Code		13 Receiver's Name: _____		
Date: _____ Time: AM/PM		Courier Signature _____		Relationship: _____		
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.		Company Stamp & Signature: _____		Ph. No.: _____		
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Non-Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.						
Date: / /		Sender's Code:	Pick-up Ref. No:	2		
1 Sender's (Consignor) Name: _____ Ph: _____		Recipient's (Consignee) Name: _____ Ph: _____		Company Name & Address: _____		
Company Name & Address: _____		City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____		
Sender's GSTIN*: _____		Recipient's GSTIN*: _____		3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/>		
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: kg		4 Description of Content		Value of Goods		
5 Risk Coverage: Owner <input type="checkbox"/> Carrier <input type="checkbox"/>		6 Paper Work Enclosures		7 Type of consignment Please ✓ Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>		
9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges		8 Value Added Services - Net Available		
11 I/We declare that this consignment does not contain personal mail, cash, jewellery, contraband, illegal drugs, any prohibited items and commodities which can cause safety hazards while transporting. The declared value of goods is true and accurate.		a) Tariff (incl. of PSC + Taxes) b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c)		The Total Value of consignment for carriage / E-Way bill ₹ Consignment Number: Z46404173		
Sender's Signature _____		12 Booking Branch / Franchisee Code		13 Receiver's Name: _____		
Date: _____ Time: AM/PM		Courier Signature _____		Relationship: _____		
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner as the case may be, upon request.		Company Stamp & Signature: _____		Ph. No.: _____		
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Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / / Sender's Code: Pick-up Ref. No: 2					
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____		Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____			
City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____			
Sender's GSTIN*: _____ *Where Applicable		Recipient's GSTIN*: _____ *Where Applicable			
3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____		4 Description of Content		Value of Goods	
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg		The Total Value of consignment for carriage / E-Way bill ₹			
5 Risk Coverage: Owner <input type="checkbox"/> Carrier <input type="checkbox"/>		6 Paper Work Enclosures		7 Type of consignment (Please ✓) Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>	
9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges Amount(₹)		8 Value Added Services - Not Available CN Expiry Dt.: _____	
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Sender's Signature _____ Date: _____ Time: AM/PM _____		12 Booking Branch / Franchisee Code _____ Courier Signature _____		Consignment Number: Z46404174	
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner, as the case may be, upon request.					
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DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		dtcdc lite <small>Express and Cargo Services by DTDC</small>	Pouch Num:	ORIGIN:	DEST:
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / / Sender's Code: Pick-up Ref. No: 2					
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____		Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____			
City: _____ State: _____ PIN Code: _____		City: _____ State: _____ PIN Code: _____			
Sender's GSTIN*: _____ *Where Applicable		Recipient's GSTIN*: _____ *Where Applicable			
3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____		4 Description of Content		Value of Goods	
DIM 1: L cm X B cm X H cm X Pcs Actual Wt.: _____ kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt.: _____ kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt.: _____ kg		The Total Value of consignment for carriage / E-Way bill ₹			
5 Risk Coverage: Owner <input type="checkbox"/> Carrier <input type="checkbox"/>		6 Paper Work Enclosures		7 Type of consignment (Please ✓) Commercial <input type="checkbox"/> Non-Commercial <input type="checkbox"/>	
9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>		10 Charges Amount(₹)		8 Value Added Services - Not Available CN Expiry Dt.: _____	
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Sender's Signature _____ Date: _____ Time: AM/PM _____		12 Booking Branch / Franchisee Code _____ Courier Signature _____		Consignment Number: Z46404175	
The consignment note is not a tax invoice. A tax invoice will be made available by DTDC or its channel partner, as the case may be, upon request.					
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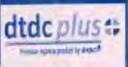
DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		dtcd lite Courier of Choice	Pouch Num:	ORIGIN:	DEST:
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / /		Sender's Code:		Pick-up Ref. No:	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____ City: _____ State: _____ PIN Code: _____ Sender's GSTIN*: _____			2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____ City: _____ State: _____ PIN Code: _____ Recipient's GSTIN*: _____		
3 Nature of consignment Dox <input type="checkbox"/> Non-Dox <input type="checkbox"/> Total Num Pcs: _____ DIM 1: L cm X B cm X H cm X Pcs Actual Wt. kg DIM 2: L cm X B cm X H cm X Pcs Volumetric Wt. kg DIM 3: L cm X B cm X H cm X Pcs Chargeable Wt. kg			4 Description of Content _____ Value of Goods _____ The Total Value of consignment for carriage / E-Way bill ₹ _____		
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9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>			10 Charges Amount(₹) a) Tariff Incl. Of FSC + Taxes b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c) Above charges are inclusive of GST & other taxes if applicable.		
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DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		dtcd lite Courier of Choice	Pouch Num:	ORIGIN:	DEST:
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction. Please refer to all the terms & conditions printed overleaf of this consignment note before tendering a consignment to DTDC.					
Date: / /		Sender's Code:		Pick-up Ref. No:	
1 Sender's (Consignor) Name: _____ Ph: _____ Company Name & Address: _____ City: _____ State: _____ PIN Code: _____ Sender's GSTIN*: _____			2 Recipient's (Consignee) Name: _____ Ph: _____ Company Name & Address: _____ City: _____ State: _____ PIN Code: _____ Recipient's GSTIN*: _____		
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9 Mode: Surface <input type="checkbox"/> Air cargo <input type="checkbox"/> Express <input type="checkbox"/>			10 Charges Amount(₹) a) Tariff Incl. Of FSC + Taxes b) Value Added Service Charges c) Risk Surcharge d) Total amount (a+b+c) Above charges are inclusive of GST & other taxes if applicable.		
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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)
Piu Ramabn c/o RO Jammu, House No.315, Sector -1, Channi Himmat



BHARATMALA
ROAD TO PROSPERITY

NHAI/PIU-Ramban/2019-20/11001/4241

16.07.2020

To,

M/s Hindustan Const. Co Ltd.

Gund Tethar, P.O. & Tehsil Banihal
Distt. Ramban, Jammu & Kashmir
Pin - 182146

Sub: Four Laning of Ramban to Banihal section of NH-44, from km151.00 to km 187.00 in the State of Jammu & Kashmir under NHDP Phase II - **Amresh Singh**
V/s Union of India .

Sir,

- Ref: 1. your letter no HCC/RBRP/2020-21/3061 dated 09.07.2020.
2. AE Letter no S-PD-GECPL-AD/3256 Dated 29.06.2020.
3. This office letter no NHAI/PIU-Rbn/2019-20/11001/4132 dated 27.06.2020

Kindly refer the above mentioned subject and reference, the report submitted by you as refer at S.no 1 is not on the merits and facts.
The Parawise objections are as under:

1. Kindly refer this office letter refer at S.no. 3 in which District Magistrate order no DMR/711-15 dated 30.11.2019 enclosed for removal of illegal dumped malba dumped from river Chenab but reply is still awaited.
2. The dumping of mulba directly into River / Nallah as reported by authority vide letter refer at S.no 3 and AE at S.no. 2.
3. It is requested to take up the matter regarding recommendation by NGT for construction of RCC wall for better appreciation of the chairman NGT.
4. You are requested to identify the new locations, so that matter may be taken with concern authority.
5. You are requested to submit the report as per facts of Grounds/ Site so that same can be send to concern authority

Early action in this matter are requested.


Purshotam Kumar
Project Director
PIU/Ramban

Enclosed:

Copy to:

1. Regional officer NHAI Jammu - For information
2. M/s TPF Getinsa Euroestudios S.L. in association Rodic Consultants Pvt. Ltd. Ramban, J&K- For information.



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)

PIU Ramban C/o RO Jammu, House No.315, Sector -1, Channi Himmat



BHARATMALA
ROAD TO PROSPERITY

Reminder III

NHAI/PIU-Ramban/2019-20/11001/4321
To,

29.07.2020

**M/s Gammon Engineers
& Contractors Pvt. Ltd.**

H.no 92 Sec No 03, Channi Himmat
Jammu 180015.

M/s Hindustan Const. Co Ltd.

Gund Tethar, P.O. & Tehsil Banihal
Distt. Ramban, Jammu & Kashmir
Pin - 182146

Sub: Four Laning of Udhampur Ramban section of NH-1A (now NH-44) from Km 67+000 to km 89+000 and km 130+000 to km 151+000 on EPC mode in the State of Jammu & Kashmir under NHDP Phase II- Unauthorized Muck dumping from Nashri to Banihal.

- Ref: 1. this office letter no NHAI/PIU-Ramban/2019-20/11001/4202 dtd 07.07.2020
2. this office letter no NHAI/PIU-Ramban/2019-20/11001/4032 dtd 09.06.2020.
3. this office letter no NHAI/PIU-Ramban/2019-20/11001/3048 dtd 28.05.2020.
4. this office letter no NHAI/PIU-Ramban/2019-20/11001/3045 dtd 27.05.2020.

Sir,

Kindly refer the above subject and reference, your reply as directed by District Magistrate Ramban is still awaited. The removing of extra muck dumped from river Chenab other than dumping site is still awaited. As per order of District Magistrate Ramban the removal of extra muck be complete within two months, but till date you have not start the work nor submit the works program. Due to non-start of work this office will have no other option than request to District Magistrate to submit the estimate from the J&K (UT) agency expertise in this field at the risk and cost of M/s GECPL & M/s HCC and same amount will be deducted from you SPS for payment to the agency engage for this work by J&K (UT).

Contd. on Page no 02



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)

PIU Ramban C/o RO Jammu, House No.315, Sector -1, Channi Himmat



BHARATMALA
ROAD TO PROSPERITY

Therefore, you are requested to do the needful as directed by the District Magistrate Ramban within seven days without fail.

Kindly treated this reminder as final. In case of fail this office will proceed further as mentioned above.

Purshotam Kumar

Project Director
PIU Ramban.

Encl: As Above

Copy to:-

1. District Magistrate Ramban - For information.
2. Regional Officer NHAI Jammu- For information.
3. M/s TPF Getinsa-Euroestudios, S.L. in association with Segmental Consulting & Infrastructure Advisory (P) Ltd. - for information.
4. M/sEuroestudiosS.L.in association Rodic Consultants Pvt. Ltd Ramban - for information.