

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION No 689 of 2023

IN THE MATTER OF:

SANJAY KUMAR

... APPLICANT / PETITIONER

Versus

UNION OF INDIA AND OTHERS

... RESPONDENTS

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Respondent No.3

New Delhi,
Date: 23.02.2024

Through



Avneesh Garg
(Advocate for Respondent No.3)
Chamber No. 211, LCB-III,
Delhi High Court, New Delhi – 110503
avneesh.legal@gmail.com; 9818479699

BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI**ORIGINAL APPLICATION No 689 of 2023****IN THE MATTER OF:**

SANJAY KUMAR ... APPLICANT / PETITIONER

Versus

UNION OF INDIA AND OTHERS ... RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO.3 – NATIONAL
HIGHWAYS AND INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED (NHIDCL) TO THE ORIGINAL
APPLICATION FILED BY THE APPLICANT / PETITIONER UNDER
SECTION 14 OF THE NATIONAL GREEN TRIBUNAL ACT, 2010****MOST RESPECTFULLY SHOWETH:**

(The present reply is being submitted provisionally by Respondent No. 3 while reserving its right to submit a final / additional reply on supply of a copy of the report of the District Magistrate, Uttarkashi as submitted under the directions of this Hon'ble Tribunal dated 09.11.2023 and as directed to be supplied to the answering Respondent vide order dated 23.01.2024)

PRELIMINARY OBJECTIONS:

- I. The present Original Application has been filed by the answering Defendant on absolutely baseless and misleading grounds. A perusal of the present OA shows that the Applicant is trying to abuse the process of law by initiating proceedings before this Hon'ble Tribunal

on the basis of his conjectures, surmises and pointless apprehensions. To mislead this Hon'ble Tribunal, the Petitioner has made absolutely false statements with respect to the material aspects of the Project in question as well as the role of the answering Respondent No.3. It seems that the Petitioner is a habitual litigant, who is acting in concert with some private party-contractors with a vested interest of somehow creating impediments in the execution of the Project by the concerned agencies, including Respondent No.3-NHIDCL and / or the contractors appointed by it. This shall be best evident from the fact that the Petitioner, before invoking the special and extra-ordinary jurisdiction of this Hon'ble Tribunal, did not even address a letter or representation to any of the Respondents for ascertaining true and correct facts and position at the site as well as the scope and role / responsibility of the concerned stakeholders, including the Respondent No.3-NHIDCL.

- II. The aforesaid fact is best evinced from the fact that the present petition is based on a false premise that it is the Respondent No.3 who is responsible for the construction, protection, and stabilization of the Valley Slide Slope of Char Dham Road, including three major locations, namely, Chinyalisaur, Dharasu and Barethi, District Uttarkashi, Uttarakhand. Whereas, as a matter of fact, the answering

Respondent-NHIDCL has been concerned only with the limited stretch from KM 100.300 to KM 101.060 of NH-34 at Barethi, District Uttarkashi, Uttarakhand, for the construction of Landslide Protection Gallery, Slope Protection Works including Cattle Fence, Restoration of Irrigation Channel, Drinking Water Supply Line and River Protection Work at Barethi, Uttarkashi in State of Uttarakhand. As a matter of fact, the answering Respondent-NHIDCL has duly completed and accomplished all of its responsibilities as directed by the Ministry of Road, Transport and Highways (MORTH), Government of India. This shall be more elaborated in the subsequent paragraphs of the present reply.

- III. The Petitioner, being completely oblivious and negligent with respect to the true and correct facts, has not even impleaded the main agency, which is in-charge of the Project in question, i.e., the Border Road Organization (BRO). This is so because the entire stretch in question has been entrusted to BRO by MORTH in the year 2023 itself (vide letter dated 07.02.2023). Hence, post such entrustment of the said entire stretch, including the aforesaid small stretch of 760 meters of Barethi, the answering Respondent is no more responsible or answerable qua the said stretch including even Barethi part thereof. A Copy of letter dt. 07.02.2023 issued by MORTH entrusting the entire

stretch in question to BRO, is annexed herewith as **ANNEXURE R-3/1**.

- IV. For these reasons, the present petition is liable to be dismissed in limine with exemplary costs for judiciary's time without ascertaining true and correct facts.

PRELIMINARY SUBMISSIONS / TRUE AND CORRECT FACTS OF THE CASE

Since the Petitioner has not presented the true and correct facts before this Hon'ble Tribunal, it is expedient that the answering Respondent places the same before this Hon'ble Tribunal in the following manner:

- (a) In the year 2015, MORTH entrusted the DPR work of Rehabilitation and Upgradation of Stretch of Dharasu to Gangotri along NH-34 (old NH-108) from KM 0.00 (Dharasu Band) to KM 124.00 (Gangotri) in the State of Uttarakhand to NHIDCL vide letter dated 21.08.2015.
- (b) Thereafter, in the year 2017, MORTH vide letter dated 12.09.2017 entrusted BRO for implementation of the project and directed that the DPR work entrusted to NHIDCL should be handed over to MoRTH through a Tripartite Agreement. Accordingly, the DPR work of the entire stretch from Km. 0.00 (Dharasu Bend) to Km 124.00

(Gangotri) in the State of Uttarakhand was transferred to MoRTH. Further BRO was entrusted to carry on the rehabilitation and upgradation work of the said stretch. The answering respondent NHIDCL was assigned a standalone project of slope stabilization for a stretch of 760 m, in length and 20 m is height. In second phase being an additional work for construction of Landslide Protection Gallery, Slope Protection Works including Cattle Fence, Restoration of Irrigation Channel and River Protection Work at Barethi, Uttarkashi in state of Uttarakhand (KM 100.300 to KM 101.060) was also taken up by the answering respondent.

- (c) Hence, the limited scope of entrustment to the answering Respondent-NHIDCL was the aforesaid works under the aforesaid two phases.
- (d) In pursuance of the aforesaid mandate, the answering Respondent-NHIDCL invited bids in EPC mode. It is pertinent to mention here that the aforesaid assignment comprises of a stretch of 760 meters in Barethi, District Uttarkashi, Uttarakhand and a stretch of 890 meters in Nalupani District. Hence, a total of 1.65 KM of stretch was entrusted to the answering Respondent-NHIDCL under the aforesaid scope of work as a standalone project. The rest of the stretch continued to remain with BRO.

- (e) After following the due process of inviting bids, the Letter of Acceptance (LOA) dated 30.07.2020 was issued to the successful bidder, namely Sai GR Impex Private Limited. Thereafter, the contract was signed with the said contractor on 21.08.2020. The said contractor successfully completed the contract on 17.08.2022, pursuant where to, answering Respondent-NHIDCL issued Completion Certificate to the said contractor on 17.08.2022. The LOA dt. 30.07.2020 issued by Respondent No. 3 NHIDCL in favour of the Contractor is annexed herewith as **ANNEXURE R-3/2**.

Copy of contract between Respondent No. 3 and the Contractor is annexed herewith as **ANNEXURE R-3/3**.

Completion certificate dated 17.08.2022 issued by Respondent No. 3 is annexed herewith as **ANNEXURE R-3/4**.

- (f) It is pertinent to mention here that the answering Respondent-NHIDCL was never associated with any construction work, except for the aforesaid stretch of Barethi between KM 100.300 to KM 101.060 and the only limited role, which the answering Respondent had earlier played, was that for the preparation of a Detailed Project Report (DPR) for Rehabilitation and Upgradation of the NH-34 (old NH-108) from KM 0.00 (Dharasu Band) to KM 124 (Gangotri) in the

State of Uttarakhand. As such, apart from preparation of DPR, the answering Respondent-NHIDCL had no role on the said stretch and it is the BRO only, which has been entrusted with the task of Development and Maintenance of the said Road / Stretch. Copy of Letter dated 21.08.2015 issued by the MORTH is annexed as **ANNEXURE R-3/5**.

- (g) In so far as the aforesaid stretch between KM 100.300 to KM 101.060 to the answering Respondent-NHIDCL is concerned, it is further submitted that NHIDCL has successfully completed the works in both the phases at Barethi. This shall be evident from the documents annexed herewith as **ANNEXURE R-3/6 (Colly.)**.
- (h) Here, it is pertinent to mention that the area in question, i.e., the aforesaid stretch of 124 KM in Uttarakhand, including Barethi area, the stretch entrusted to the answering Respondent-NHIDCL is a highly unstable fractured & sheared zone area in terms of soil and rock stability, inasmuch as the Rock Mass Ratio/RQD value of the rocks is very low to the extent that any contact with water of the said rocks, they become highly weak and unstable.
- (i) It is also pertinent to mention here that though the protection of the River Valley and its Slide was not in the scope of work entrusted to

the answering Respondent-NHIDCL for the aforesaid stretch, yet the answering Respondent, through its aforesaid contractor, also provided basic sloping work towards valley side as on date. In fact, not only the slope work is done, but also a landslide gallery is constructed, so that the vehicles have a roof above them, while transiting from the higher risk prone areas earlier this area was prone to shooting stones.

- (j) Apart from the aforesaid, the contract granted to the aforesaid contractor also envisages a Defect Liability and Maintenance Period of 5 years from the date of the completion, which, in the present case, ends on 28.04.2027.

- (k) It is pertinent to mention here that the works completed by the contractor of the answering Respondent-NHIDCL are completely in consonance with the assignment entrusted to the answering Respondent-NHIDCL by MORTH and there is no complaint of any shortcoming. In so far as “Formation Breach” mentioned in the petition at hand is concerned, it is submitted that the said incident was not exactly that of a formation breach, but was an incident of loosening and falling of small rocks/stretch of over-hanging soil at Valley Side on the aforesaid stretch of Barethi. As against this, the formation breach is an incident when a major portion of Valley Side sinks into the River, thereby creating a huge gap in the Road

formation. In the present case, loosening of the said rocks is an entirely different process and the same has been repaired by the contractor at the instructions of the answering Respondent under the purview of the Defect Liability Period. As such, the said small falling of rocks has already been repaired by the concerned contractor.

- (l) As on the date, the stretch entrusted to the answering Respondent is in shape and there is no problem with respect to the safety of the National Highway. The concerned agency now responsible for the said stretch is BRO.

- (m) The conspectus of the aforesaid facts would show that the answering Respondent-NHIDCL has no further role to play with respect to the entire aforesaid stretch from KM 0.00to KM 124 KM, which forms the subject matter of the present petition, inasmuch as the same falls within the exclusive purview and domain of BRO. The answering Respondent-NHIDCL was engaged only for a limited purpose and period by MORTH, and that too, for a very small portion of the said Project, as stated above and the answering Respondent having completed its assignment, is not the relevant agency responsible for the said stretch.

PARA-WISE REPLY:

- 1-2 The contents of Paras 1 and 2 of the Petition need no reply.

3. The contents of Para 3 of the Petition are wrong, misconceived, misleading and hence denied. A perusal of the provisions mentioned in the para under reply, when read in conjunction with the contents of the present petition, would show that they have no nexus, inasmuch as, the present petition has been filed without any cause of action, much less a real cause of action, as the same is based on misleading averments, conjectures and surmises of the Petitioner. The Applicant / Petitioner has not been able to show as to how he is aggrieved of any alleged act of breach or any of the provisions of the Statute concerning environment protection and, therefore, the present petition is liable to be dismissed in limine on this ground alone.

4. The contents of Para 4 of the Petitioner is wrong, misleading and hence denied. As stated hereinabove, the Petitioner has filed the present petition on absolutely wrong premise that it is the answering Respondent-NHIDCL, which is responsible for construction and maintenance of the Char Dham National Highway, including the

locations, namely, and Barethi & Nalupani slope stabilization site in, District Uttarkashi, Uttarakhand, and that therefore, all the questions mentioned in the para under reply do not arise. Without prejudice to the aforesaid, it is submitted that the Petitioner has made only bald averments about non-compliance of Hill Road Manual by the answering Respondent-NHIDCL, which, in the respectful submission of the answering Respondent, shows that the said question of law lacks substance and is not based on any fact or truth.

Insofar as the allegation of non-compliance of Section 3 of Environment Protection Act, 1996 is concerned, the Petitioner has made only a bald allegation that the same has not been complied with by the Respondents while carrying out the Road Widening activities. However, no material particulars of such violation have been mentioned in the entire petition and, as such, it is clear that the present petition does not involve any question, much less a substantial question, as alleged in the para under reply, which necessarily entails dismissal of the present petition with exemplary costs. It is further submitted that the jurisdiction of this Hon'ble Tribunal is meant for *bona-fide* agitation of such causes, which really concern with the environmental issues and protection of the natural bodies. However, in the present case, an endeavour is being made by the Petitioner to

abuse the process of law for certain vested private interest of certain private parties by making baseless aspersions on the working of the responsible agencies like the answering Respondent-NHIDCL.

It is further submitted that Uttarakhand Action Plan on Climate Change is essentially for NH (Road) works wherein Environmental Clearance is required. In case in hand, the scope of work entrusted to NHIDCL was slope protection work as a standalone project, which involves no road widening activities. Hence, there is no question of obtaining any environmental clearance under Section 3 of The Environment (Protection) Act, 1986. Without prejudice, all mitigation measures under SP-48 have been adopted by NHIDCL, while preparing the Contract. Therefore, in any case, and strictly without prejudice, NHIDCL has not violated any guidelines issued by Central/ State.

5-17 The contents of Paras 5 to 17 of the Petition are full of such averments which have no actual bearing or relevance with the facts of the present case, since the Petitioner has merely sought to cite various Manuals and Rules to somehow give an impression that the said Manuals or Rules are being violated by the answering Respondent-NHIDCL. However, it is submitted that the answering Respondent-NHIDCL NHIDCL has strictly followed strictly

incorporated/executed the slope protection work and the contract agreement strictly in accordance with IRC: SP: 48:1998 Hill Road Manual due to the hilly terrain area. Further, the answering Respondent has duly followed the Detailed Project Report (DPR) while executing all of its responsibilities as entrusted by the Ministry of Road, Transport and Highways (MORTH).

It is further submitted that Uttarakhand Action Plan on Climate Change is basically for NH (Road) works wherein Environmental Clearance is required. In case in hand, the contract was executed for slope protection work only, no road widening activities were carried out hence there is no need for environmental clearance in spirit of section 03 of The Environment (Protection) Act, 1986. However, all mitigation measures as SP-48 have been adopted by NHIDCL while preparing the Contract. Therefore, NHIDCL has not violated any guidelines issued by Central/ State.

18. The contents of Para 18 of the Petition are a matter of record. However, it is submitted that the scope of work of the answering Respondent-NHIDCL was limited to the following tasks:
 - a) Construction of 310 mtr Landslide Protection Gallery,

- b) Slope Protection works including Cattle Fence,
- c) Restoration of Irrigation Channel and
- d) River Protection work using tetrapod.

19-21 The contents of Paras 19 to 21 of the Petition are a matter of records, hence need no reply. However, it is submitted that the answering Respondent being a responsible Government Agency, has also been concerned for protection of the National Highway and as such has been also performing role of bonafide person to inform the other agencies and authorities of any minor issue or apprehension noticed by it in the course of its working or by any of its employees. Further, the Petitioner, due to his vested interest, is seeking to read such bonafide exercise a responsibility in an adverse manner to hide his malafide of misleading this Hon'ble Tribunal.

22. With regard to the contents of Para 22 of the Petition it is submitted that though the valley side treatment is not under the scope of Contractual Agreement with the answering respondent, but still in the interest of public in large partial treatment has already been done on valley side. It is further reiterated that Chinyalisaur and Matli locations do not fall under the jurisdiction of NHIDCL.

23. Contents of paragraph no. 23 of the application are incorrect and hence, denied. The said photographs are denied for want of verification and proof by the concerned agencies. As stated above, said stretch of National Highway has been transferred/entrusted to the Border Road Organization from Ministry of Road Transport & Highways vide letter no. NH-12037/03/2023/UR/North-I dated 07.02.2023, and hence, Answering Respondent is not the concerned person to respond to any such allegations as made in the corresponding para.
24. Contents of paragraph no. 24 of the application as stated are not admitted and denied. It is to be submitted that the answering respondent/NHIDCL has executed the project/work as per the Contract Agreement following the statues and guidelines laid under law by the government.
25. Contents of paragraph no. 25 of the application as stated are not admitted for want of knowledge.
26. Contents of paragraph 26 of the OA as stated are not admitted and denied for being false and misleading. It is to be submitted that though the valley side treatment is not under the scope of Contractual

Agreement with the answering respondent, but still in the interest of public in large partial treatment has already been done.

27. About the contents of para 27 of the petition, it is submitted that though the treatment of the Valley Side was not within the domain or scope of work of the answering Respondent, however, as requested by the District Magistrate vide letter dated 24.11.2022, the answering Respondent, in larger public interest, has got the Valley Side treatment / repair work done through its contractor.
28. With regard to the contents of para 28 of the petition, it is submitted that necessary repair work had already been done, as stated aforesaid and, therefore, the apprehension of the Petitioner based on the said letter dated 02.02.2023 is completely misplaced. It seems that the Petitioner made false representation to the District Magistrate, Uttarkashi, due to which, the said Ld. DM issued the said letter, without being apprised of the true and correct position.
29. The contents of para 29 of the petition are wrong and hence denied. The Petitioner is seeking to rely upon an unverified news article without giving further details thereof. In any case, it cannot be assumed that the reporting mentioned in the para under reply was a

verified fact or that as to what was the extent of damage to the National Highway.

30. The contents of para 30 of the petition are wrong and hence denied. It is reiterated that the scope of work of the answering Respondent-NHIDCL does not cover the Valley Side treatment. However, in the larger public interest, the answering Respondent, as a goodwill gesture, has done partial treatment at the request of the District Magistrate, Uttarkashi. As stated, aforesaid, with the transfer of the stretch to BRO as per the MORTH directions, the answering Respondent-NHIDCL is no more responsible for the allegations made in the para under reply. It is further submitted that, in any case, allegations in the para under reply are purely a conjecture and is baseless apprehension of the Petitioner.

- 31-32 The contents of paras 31 and 32 of the petition are wrong and hence denied. The Petitioner has no locus-standi to file the present petition.

33. The contents of para 33 of the petition are wrong and hence denied. None of the grounds raised in the para under reply make out a case of any interference by this Hon'ble Tribunal. It is further submitted that, for the reasons stated in the foregoing paragraphs, it is clear that the

present petition is nothing but an abuse of the process of law and hence the same is also reflected in the grounds taken in the present petition.

In view of the aforesaid, it is prayed that this Hon'ble Tribunal may kindly be pleased to dismiss the present petition with exemplary costs being imposed on the Petitioner.



RESPONDENT NO.3

Through:

**AVNEESH GARG
COUNSEL FOR THE RESPONDENT NO.3**

New Delhi

Dated: 23/02/2024

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... RESPONDENTS

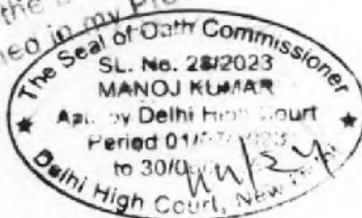
AFFIDAVIT

I, Vivekanand Jaiswal S/o 69 Late Moti Lal Jaiswal, aged about 69 years do hereby solemnly affirm and state on oath as under :-

1. That I am working as Consultant (Technical) of the Respondent No. 3 abovenamed and am well conversant with the facts and circumstances of the case based on the record available with the office and, am fully competent and authorized to swear and file this Affidavit.

2. That the enclosed Reply has been drafted at the instructions of the Respondent No. 3 and the statements made therein are based on record and are believed by me to be true and correct and no part of it is false and nothing material has been concealed therefrom.

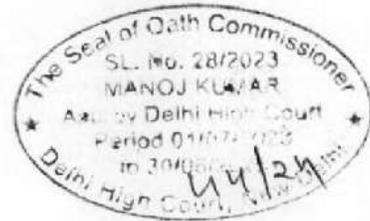
I identify the Deponent who has signed in my Presence



VERIFICATION

23 FEB 2024

Verified at New Delhi on this _____ 2024, I, the Deponent herein, do hereby state on oath and solemn affirmation that contents of this Affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.



CERTIFIED THAT THE DEPONENT
Sh./Smt./M./Ms. Manoj Kumar
S/o, W/o, D/o, S/o Manoj Kumar
R/o NIDA
Identified by Manoj Kumar
has solemnly affirmed that the contents of the affidavit which have been read & explained to him/her are true & correct to his/her knowledge.
Oath Commissioner, Delhi

23 FEB 2024

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटोआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Addlwork/Bareti/Uttarkashi/NH-34/2020/ 1845

01.03.2023

To,

Executive Director (P)
NHIDCL, RO-Dehradun
C 24, Ajabpur kalan THDCC,
Dehradun-248121

Sub: Entrustment of stretch of Dharasu to Gangotri along NH-34 (Old NH-108) to NHIDCL - reg.

Ref: Ministry Letter no NH-12037/03/2023/UR/North-I dated 07.02.2023.

Sir,

With reference to the above MoRTH letter dated 07.02.2023 (Copy enclosed), which is self explanatory, you are requested to submit the Draft Tripartite Agreement to be signed between NHIDCL & BRO, for approval of the Competent Authority.

2. This should be treated as "MOST URGENT" please.

Yours Sincerely,

Encl: As above.

(Vivekanand Jaiswal)
Consultant (Tech)

Copy to:

(i) General Manager (P), NHIDCL, PMU - Uttarkashi - for information and necessary action please

कर्मचारी प्रवचन निदेशक	डी.सी.एल. 581
दिनांक	07/02/23



Government of India
Ministry of Road Transport & Highways
(North-I)

Transport Bhawan, 1, Parliament Street, New Delhi-110001

NH-12037/03/2023/UR/North-I

Dated: 07.02.2023

To

Managing Director,
NHIDCL,
3rd Floor, PTI Building,
4, Parliament Street,
New delhi - 110001.
(Email ID:- mdnhidcl@gmail.com / md@nhidcl.com)

Subject: Entrustment of stretch of Dharasu to Gangotri along NH-34 (Old NH-108) to NHIDCL- reg.

Ref.:- Letter no. NHIDCL/Addlwork/Bareti/Uttarkashi/NH-34/2020/, dated 10.01.2023

Sir,

Kind attention is drawn to NHIDCL's letter as mentioned in reference above requesting to entrust the complete stretch from Dharasu to Gangotri along NH-34 to NHIDCL.

2.1. The matter was examined in the Ministry and it is to mention that NH-34 (old NH-108) from Gangotri to Dharasu (a strategic road) is being developed under Chardham Programme by BRO as Executing Agency. BRO is already in advanced stage of sanction of work estimates.

2.2. As regards, the slide protection works referred by NHIDCL in their letter, it is mentioned that consequent upon completion of these works in all respect (by issuing completion certificate as per contract), the same may be transferred to BRO through a tripartite agreement. The complete record of sanction and expenditure of the project may be handed over to BRO. However, any contractual liability arising out of contractual disputes, if any, will have to be borne by NHIDCL.

3. Further, keeping in view the section 5 of NH Act 1956 regarding responsibility for development and maintenance of national highways, NHIDCL is advised to deal any issues related to NH entrustment through Ministry instead of taking up issue directly with executing agency to avoid any future dispute in such cases.

4. This issue with the approval of Competent Authority.

Signed by Shindekar Mayur
Murlidhar

Date: 07-02-2023 15:02:22

Reason: Approved
(Mayur Shindekar)

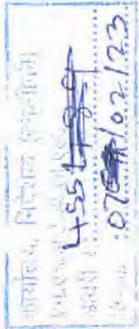
Executive Engineer (NFSG) [N-I]

For DG(RD)&SS

Email Id:- morthzone1.2@gmail.com

Copy to:

Shindekar
true copy



Recd
13/02/2023
DGM(VT)

copy already sent

Dir (T)

ED(CRS)

24

357

1. DG(BR)
2. CE-RO, Dehradun

Copy for information to:

1. Sr. PPS to Secretary (RTH)
2. PSO to DG(RD)&SS
3. PS to CE[N-I]

Swadesh
true copy

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

-(Duplicate)-

NHIDCL/ Addl work/ Bareti/Uttarkashi/NH-34/2020 /26)

Dated: 30.07.2020

To,

M/s SAI GR IMPEX PVT. LTD.,
21, Anupam CGHS,
Vasundhara Enclave, Delhi-110096
Email: sanjaykunwar@saigrimpex.com

Subject: Additional Work for Construction of Landslide Protection Gallery, Slope Protection works including Cattle Fence, Restoration of Irrigation Channel, drinking water supply line and River Protection Work at Bareti, Uttarkashi from Km 100.300 to km 101.060 of NH-34 on EPC basis in the State of Uttarakhand- Letter of Acceptance (LOA)-Reg.

Reference: Your bid for the subject work dated 28.07.2020.

Sir,

This is to notify you that your Bid for the subject work dated 28.07.2020 at your quoted bid price amounting to Rs. 28,33,62,750/- (Twenty Eight Crore Thirty Three Lakh Sixty Two Thousand Seven Hundred Fifty) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

3. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed given in Data Sheet of the RFP.

4. You are also requested to furnish Performance Security for an amount of Rs. 56,67,255/- and an Additional Performance Security for an amount of Rs 68,85,450/- as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of the RFP document.

5. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days time period, the award shall be deemed to be cancelled and/or you will be debarred from participating in the future projects of NHIDCL, for a period of one year.

"Accepted by

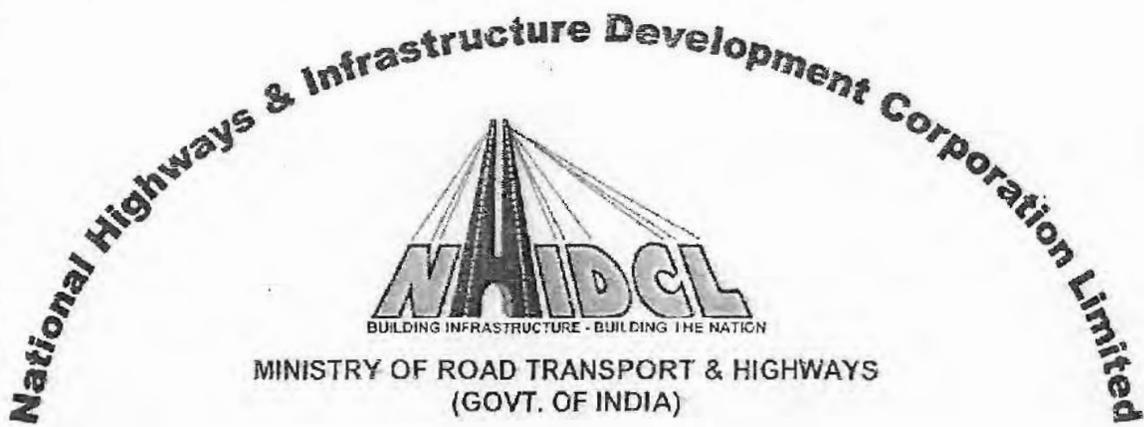
Sanjay Kunwar
(M/s Sai GR Impex Pvt. Ltd.)
31/7/2020 07



Yours faithfully,

Sanjeev Malik
(Sanjeev Malik)
ED (Tech.)-III

Sanjeev Malik
true copy



ENGINEERING PROCUREMENT & CONSTRUCTION AGREEMENT

For

"Additional work for construction of Landslide Protection Gallery, Slope Protection works including Cattle Fence, Restoration of irrigation Channel and River Protection work at Bareti Uttarkashi from km 100.300 to km 101.060 of NH-34 on EPC Basis in the state of Uttarakhand."

Between

**National Highways & Infrastructure Development
Corporation Limited**

3rd Floor, PTI Building, 4 Parliament Street, New Delhi-110001

And

M/s SAI GR IMPEX PVT. LTD.

Regd. Off: 21, Anupam CGHS Vasundhara Enclave
Delhi-110096

August-2020



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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL70269641111400S
Certificate Issued Date	: 21-Aug-2020 03:40 PM
Account Reference	: SHCIL (FI)/ dl-shcil/ JANPATH/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SHCIL48415639765922S
Purchased by	: SAI GR IMPEX PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NIL
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NHIDCL
Second Party	: SAI GR IMPEX PVT LTD
Stamp Duty Paid By	: SAI GR IMPEX PVT LTD
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)



Please write or type below this line
ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT
 THIS AGREEMENT is entered into on this the 21st day of August, 2020

BETWEEN

The President of India through National Highways and Infrastructure Development Corporation Ltd. represented by Managing Director, 3rd Floor, PFI Building, 4, Parliament Street, New Delhi-110001 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

M/s SAI GR IMPEX PVT. LTD. means the selected bidder having its registered office at '21, Anupam CGHS, Vasundhara Enclave, Delhi-110096' (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

Alvin Kumar Sunwar
 SAI GR IMPEX PVT LTD



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1. The authenticity of this Stamp Certificate should be verified at www.shcilstamp.com. Any discrepancy in the details on the website and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

Sunwar
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WHEREAS:

(A) The Government of India had entrusted to the Authority the work of "Additional work for Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel and river protection work at Bareti, Uttarkashi from Km 100.300 TO Km 101.060 of NH-34 on EPC basis in the State of Uttarakhand."

(B) The Authority had resolved to construct Additional work for Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel and river protection work at Bareti, Uttarkashi from Km 100.300 TO Km 101.060 of NH-34 in the State of Uttarakhand on Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.

(C) The Authority accordingly invited the proposals (the "Request for Proposals" or "RFP") from the eligible bidders as per the technical and commercial terms and conditions prescribed in the RFP for undertaking the Project.

(D) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Acceptance No. NHIDCL/Addtl work/Bareti/Uttarkashi/NH-34/2020/261 dated 30.07.2020 (hereinafter called the "LOA") to the selected bidder for "Additional work for Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel and river protection work at Bareti, Uttarkashi from Km 100.300 TO Km 101.060 of NH-34 on EPC basis in the State of Uttarakhand" at the contract price of Rs. 28,33,62,750/- (Rupees Twenty Eight Crore Thirty Three Lakh Sixty Two Thousand Seven Hundred Fifty only) which is exclusive of GST specified hereinafter, requiring the selected bidder to inter alia:

(i) To give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;

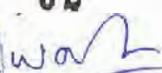
(ii) Submit Performance Security and Additional Performance Security (if any) as per RFP requirements, and

(iii) Execute this Agreement within 30 (thirty) days of the date of issue of LOA.

(E) The Contractor has fulfilled the requirements specified in recital (D).(i) & (iii) above, however could not fulfil the requirement specified in recital (D)(ii) above due to Covid-19 Pandemic. Accordingly, the requirement has been relaxed vide circular dated 26.05.2020 & Circular dated 24.07.2020 and Contractor has submitted the requisite undertaking as per aforesaid circular.

NOW, THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:






 true copy

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Volume-I:
 - The Agreement;
 - Corrigendum to the Agreement;
 - Addendum, if any, to RFP;
 - Letter comprising the financial Bid;
 - Letter of Acceptance;
 - Power of Attorney;
 - Joint Venture Agreement, if any;
 - Any other document to be specified
- (b) Volume-II: Technical Bid

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of


 (Sanjeev Malik)
 Executive Director – III, NHIDCL



Witness:

1) Signature

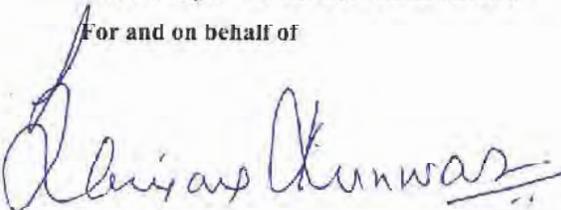

 Name V. JAISWAL
 DGM (T), NHIDCL
 Address NEW DELHI-110001,

2) Signature


 Name K.C. Bhatt
 DGM (T)
 Address NHIDCL

SIGNED, SEALED AND DELIVERED

For and on behalf of


 (Sanjay Kunwar)
 M/s SAI GR IMPEX PVT.LTD.



Witness:

1) Signature


 Name SAURABH KUNWAR
 VICE PRESIDENT,
 Address SAI GR IMPEX PVT. LTD.
 C-5, SECTOR-G, NOIDA.

2) Signature


 Name PRADEEP K.R. SINHA
 Address 138 Village Dullupung
 Delhi - 96


true copy



Date: 21/8/2020

UNDERTAKING

Subject: - "Additional work for Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel and river protection work at Bareti, Uttarkashi from Km 100.300 TO Km 101.060 of NH-34 on EPC basis in the State of Uttarakhand."

Ref: - Letter of Acceptance dated 30.07.2020, reg. signing of Contract Agreement and submission of Performance Security/Additional Performance Security in Original.

Sir,

1. We, **M/s SAI GR IMPEX PVT. LTD.** have accepted the LOA dated 30.07.2020 issued by the Authority for the subject work and acknowledged by us vide letter/e-mail dated 31.07.2020. Due to Covid19, lockdown and restrictions of movement, we are unable to submit the original Performance Security/Additional Performance Security and sign the Contract Agreement on stamp paper, as required in the RFP and communicated vide Letter of Acceptance dated 30.07.2020.
2. We, **M/s SAI GR IMPEX PVT. LTD.** may be allowed to execute the Agreement, so that the requisite mobilisation, survey, design, Construction activities etc. can be initiated on the project site.
3. We **M/s SAI GR IMPEX PVT. LTD.** hereby undertake to submit the original Performance security/Additional Performance Security, by 30' Sep 2020. We also undertake to execute the contract Agreement with the Authority on stamp paper, as and when the situation normalizes, failing which action as per clause 2.21.5 of REP may be taken by Authority.
4. This Undertaking is unconditional, irrevocable and without any demur, contest, recourse or protest and own volition.

Thanking You,



(Sanjay Kunwar)

M/s SAI GR IMPEX PVT. LTD.



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Certificate No.	: IN-DL50870644393040S
Certificate Issued Date	: 24-Jun-2020 02:29 PM
Account Reference	: IMPACC (IV)/ dl752103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75210310479327730292S
Purchased by	: SAI GR IMPEX PVT LTD
Description of Document	: Article 48(c) Power of attorney - GPA
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SAI GR IMPEX PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: SAI GR IMPEX PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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3. In case of any discrepancy please inform the Competent Authority.

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APPENDIX-III

III FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We Sai GR Impex Pvt. Ltd, 21, Anupam CGHS, Vasundhra Enclave, Delhi-110096 do hereby irrevocably constitute, nominate, appoint and authorize Ms. Poonam, daughter of Late. Sh. Visheshwar Dayal and presently residing at Noida, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of Contract Engineer, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the National Highways & Infrastructure Development Corporation Ltd. (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

WITNESS WHEREOF WE, SAI GR IMPEX PVT. LTD., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 24 DAY OF JUNE 2020 FOR SIGNING AND SUBMISSION OF ALL APPLICATIONS

Sanjay Kunwar
Director
Sai GR Impex Pvt. Ltd.
21, Anupam CGHS, Vasundhra Enclave,
Delhi-110096

Witnesses: S
firm I. Samir Jain
2. Rupendra Kumar
Accepted
Poonam
Contract Engineer
21, Anupam CGHS, Vasundhra Enclave, Delhi-110096

Poonam (Signature)

Sanjay Kunwar

(Notarised)
Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)



06
ATTESTED
NOTARY PUBLIC
DELHI (INDIA)

Seal of the Notary
Registration No. of the Notary
Date 24.06.2020



Sanjay
true copy

24 JUN 2020

APPENDIX VI**INTEGRITY PACT FORMAT**

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHIDCL)

This integrity Pact is made at Delhi on this 30th day of June 2020.

BETWEEN

[President of India through NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., established under the Companies Act, 2013, represented by its Managing Director and having its principal office at 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001], (hereinafter referred to as the "Principal/Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

Sai GR Impex Pvt. Ltd., 21, Anupam CGHS, Vasundhara Enclave, Delhi-110096, (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender *NIT No. NHIDCL/ Addl work/ Bareilly/Uttarkashi/NIT-34/2020 Dated: 04.05.2020* (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for **ADDITIONAL WORK FOR CONSTRUCTION OF LANDSLIDE PROTECTION GALLERY, SLOPE PROTECTION WORKS INCLUDING CATTLE FENCE, RESTORATION OF IRRIGATION CHANNEL AND RIVER PROTECTION WORK AT BARETTI, UTTARKASHI** from KM 100.300 TO KM 101.060 OF NH-34 ON EPC BASIS IN THE STATE OF UTTARAKHAND (hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

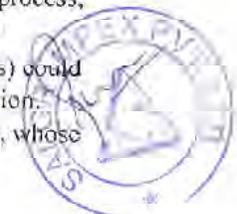
Article-1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose



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conduct in the past has been of biased nature.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

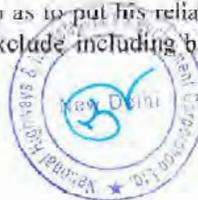
The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on

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holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IFM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article - 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3

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above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

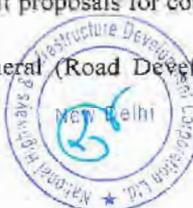
Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Shri Sushil Gupta, CCS (Retd.) as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director-General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special

Sushil Gupta
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Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (8) The word 'Monitor' would include both singular and plural.

Article - 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place: Delhi

Date: 23.06.2020

Witness 1: Samir Jain

C-5, Sector-6, NOIDA -201301

Witness 2: Rupendra

C-5, Sector-6, NOIDA -201301



Integrity Pact Format

(To be executed on plain paper and submitted along-with Technical Bid/Tender documents for tenders having a value of Rs 5 cr or above for Consultancy projects and Rs.100 cr. or above for Construction projects. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)

This integrity Pact is made at _____ on this _____ day of _____ 2016.

BETWEEN

President of India through Ministry of Road Transport & Highways, Government of India represented by Director General (Road Development) & Special Secretary, Transport Bhawan, 1-Parliament Street New Delhi-110001, (hereinafter referred to as the "**Principal/Owner**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

Sai GR Impex Pvt. Ltd., 21, Anupam CGHS, Vasundhara Enclave, Delhi-110096 (hereinafter referred to as "**The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)**") and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender *NIT No NHIDCL/ Addl work/ Bareti/Uttarkashi/NII-34/2020* Dated: 04.05.2020 (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract/s for **ADDITIONAL WORK FOR CONSTRUCTION OF LANDSLIDE PROTECTION GALLERY, SLOPE PROTECTION WORKS INCLUDING CATTLE FENCE, RESTORATION OF IRRIGATION CHANNEL AND RIVER PROTECTION WORK AT BARETI, UTTARKASHI from KM 100.300 TO KM 101.060 OF NH. 34 ON EPC BASIS IN THE STATE OF UTTARAKHAND** (hereinafter referred to as the "**Contract**").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "**Integrity Pact**" or "**Pact**") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:



Article-1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans,

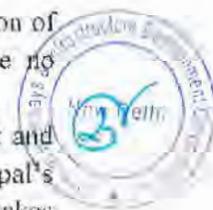


technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.



- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.



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Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- (1) The Principal has appointed Shri. R.S. Gujral as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.



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- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. In case of BOT Projects, it expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

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(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness: -

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant)

(Office Seal)

Place: Delhi
Date: 23.06.2020

Witness 1 : Samir Jain
C-5, Sector-6, NOIDA -201301

Witness 2 : Rupendra *Rupendra*
C-5, Sector-6, NOIDA -201301



(COUNTERSIGNED and accepted by:

JV Partner)



Suresh
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National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit - Chungi Barethi, Near Hotel Akash Ganga,

Dist. Uttarkashi - 249193 (Uttarakhand)

Mobile No: +918865944266, Email: gmputtarkashi@nhidcl.com & nhidcl.uttarkashi@gmail.com

वेबसाइट/Website: www.nhidcl.com

CIN U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL/PMU-UKI/SAIGR/2022-23/440

Date: 17 Aug'2022

To,

M/s SAI GR IMPEX Pvt. Ltd.

3rd Floor, C-5, Sector-6,

Noida-201301

Sub:- Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand - Issuance of Completion Certificate- Reg.

Sir,

1. Please refer Regional Office, Dehradun letter no NHIDCL/RO-DDN/Additional Barethi/A-41/CORR/22-23/2469 dated 12.08.2022 vide which approval of HQ NHIDCL has been conveyed for issuance of Completion Certificate to M/s SAI GR IMPEX Pvt. Ltd. with completion date 26.04.2022.

2. In this regard please find attached Completion Certificate for your information please.

(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi
deepak.patil71@gov.in

Copy to:-

1. Executive Director (P), RO Dehradun - for information please.
2. Office copy.

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राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
परियोजना प्रबंधन इकाई:- चुंगी बड़ेथी, निकट होटल आकाश गंगा,
जिला - उत्तरकाशी 249193 (उत्तराखंड)

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Azadi Ka
Amrit Mahotsav

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NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
Project Management Unit - Uttarakashi
A Govt. of India Undertaking

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit:-ChungiBarethi, Near Hotel Akash Ganga,

Dist. Uttarkashi- 249193(Uttarakhand)

Mobile No: +918865944266, Email: gputtarkashi@nhidcl.com&nhidcl.uttarkashi@gmail.com

वेबसाइट/Website: www.nhidcl.com

CIN U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

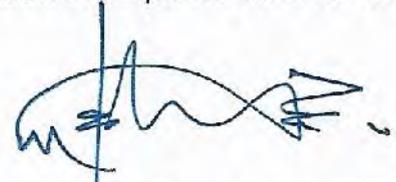
A PUBLIC SECTOR UNDERTAKING

SCHEDULE - 'L'

(See Clause 12.2 and 12.4)

COMPLETION CERTIFICATE

1. I, Col Deepak Patil, General Manager (P), PMU Uttarkashi NHIDCL, acting as Authority's Engineer under and in accordance with the Agreement dated 21.08.2020 (the "Agreement"), for "Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand." (the "Project") on EPC mode through Engineering, Procurement and Construction (EPC) Basis Contract through M/s SAIGR IMPEX Pvt. Ltd. (Name of Contractor), hereby certify that the Test in accordance with article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safety and reliably placed in service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the project Highway is hereby declared fit for entry into operation on this the 28 day of April 2022. Scheduled completed date for which is 26 day of April 2022.



SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority by;
(Signature)

Col Deepak Patil
(Name)

Gm (Project) &
(Designation) Auth Engineer

(Address)

PMU Uttarkashi


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GOVERNMENT OF INDIA
MINISTRY OF TRANSPORT AND HIGHWAYS
(NH-II Section)

137

Transport Bhavan,
1, Parliament Street,
New Delhi-110 001

No. NH-12037/18 /2013/UR/NH-II (Vol.5)

Dated: 21st Aug, 2015

To,
The Managing Director,
NHIDCL,
PTI Building, Sansad Marg,
New Delhi

Subject: Detailed project report (DPR) for rehabilitation and up-gradation to 2 lane / 2 lane with paved shoulders configuration & strengthening of National Highways no 108 from km 0.00 (Dharashu Bend) to 124.00(Gangotri) in the State of Uttarakhand – handing over to NHIDCL Reg.

Sir,

Kindly refer to your letter no. DIR/Uttarakhand/15 dated 17th Aug 2015 regarding the subject mentioned above. In view of decision conveyed vide minutes of Senior Officers meeting dated 12th Aug 2015 held under the Chairmanship of Secretary (RT&H), a Tripartite agreement is to be executed between Ministry, NHIDCL and DPR Consultant for the transfer of preparation of DPR for the Package 4 to NHIDCL. Accordingly, the consultant has been directed to prepare the Tripartite Agreement for further necessary action. **It is to further mention that this stretch has been entrusted to BRO for its development and maintenance since the declaration of this road as National Highway. Hence, for any relevant information other than DPR issues for this stretch, NHIDCL may contact BRO directly.**


(P K Awasthi)
Section Officer (P-2)
Tel:011 2371 8776

Copy to:

(i) Project Director, PIU MoRTH Dehradun

(ii) M/s AECOM Asia Co. Ltd., 9th Floor, Infinity Tower-C, DLF Cyber City-II, Gurgaon-122002.- *It is directed to prepare the Tripartite Agreement for further necessary action as mentioned above.*

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ANNEXURE-R3/6 (Colly.)

Annex - I
(Schedule-B)

Description of project:

1. Slide mitigation measure:

i. Protection work area:-

- (a) Border road organization under the aegis of MoRTH identified 39 perpetual landslides in year 2014 on Badrinath and Gangotri axis. Out of these 39 perpetual slides 6 are located on NH-34 in Dharasu- Gangotri section. Barethi landslide is one of the perpetual landslide areas out of 6 landslides in Dharasu- Gangotri section.
- (b) The work included in this contract based on the holistic and comprehensive solution which includes landslide protection gallery for hill side stabilization of extensively damaged hill side slope protection work, restoration of irrigation channel & drinking water pipe line, river bank protection work, cattle fencing & Access path to villagers. All the above work, including Fixing of Crash Barrier/painting and road safety/Painting/sign marking in addition to road work. Due to hilly terrain provision of slope protection work considered in accordance with the IRC SP: 116-2018, IRC SP: 23-2014 and IRC. SP: 48:1998 Hill Road manual over the hilly slopes and IS 456:2000 for RCC structure and IS 800:2008 for steel structure.

ii. Landslide protection Gallery ch. 100+415 to 100+725 (310 mtr long) for details and section of landslide protection Gallery refer schedule 'B' clause 13.

iii. **Restoration of Irrigation Channel:** - Ch. 100+500 to 100+760 at height as shown in typical section attached at refer schedule 'B' clause 13.

iv. River side protection work

i. The River protection work (Tetra pod) based on the quantity (appx 475 cum) and as approved by Authority Engineer during construction. Refer schedule 'B' clause 13.

v. Cattle/Security fence (1.2 m height) with RCC post 1.8 mtr height @3 m c/c for 400 mtr length refer schedule 'B' clause 13

vi. Construction of Access path (1.5m to 2 m width of RR masonry/PCC) Villages (Ramp/steps) at Ch. 101+070 refer schedule 'B' clause 13

vii. Restoration of drinking Water Supply Pipes at crest of landslide using PPR pipes 90 mm including civil work involved refer schedule 'B' clause 13.

viii. Muck Dumping and its stabilization

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SCHEDULE - B

(See Clause 2.1)

Development of the Project works

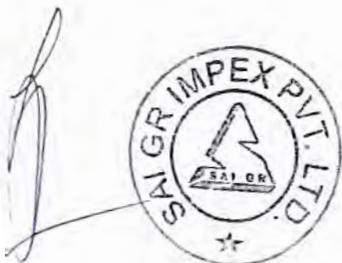
1 Development of the Project works

Development of the Project works shall include design and construction of the all works included in the Project works as described in this Schedule-B and in Schedule-C.

- 2 The project shall include **Landslide protection** (i) Protection work at Zone A,B,C & D (ii) Construction of Landslide Protection Gallery of 310 meter Long from Ch. 100+415 to 100+725 (iii) Restoration of Irrigation Channel using PPR pipes 250 mm Φ x 2 Nos. (iv) River side Protection Work using Tetra pods (v) Cattle/Security Fence (1.2 m height) with RCC Post 1.8 m height @ 3 m c/c for 400 meter length (vi) Construction of Access path of width 1.5 m to 2.0 m and of (RR Masonry/PCC type) to Villages (Ramp/steps) at Ch. 101+070 (vii) Restoration of breached Water Supply Pipes using PPR pipes of 90 mm Φ , in the state of Uttarakhand on EPC mode " as described in Annexure-I of this schedule-B in Schedule-C.

3 Specifications and Standards

All the Project works shall be designed and constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.



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21, ANUPAM CGHS, VASUNDHRA ENCLAVE, DELHI-96
E-mail: info@saigrimpex.com
Website : www.saigrimpex.com
CIN : U51909DL1994PTC056873

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3/158/NHIDCL/Barethi 222

Dated: 30/04/2022

To,

General Manager (P)

NHIDCL, PMU-Uttarkashi

Uttarakhand

Subject- Additional work for Construction of Landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, and river protection work at Bareti, Uttarkashi from 100.300 Km to 101.060 km of NH-34 on EPC basis in the state of Uttarakhand- "Request for issuance of Completion Certificate- Reg."

Reference: 1) LOA NO. NHIDCL/Addl work/Bareti/Uttarkashi/NH-34/2020/261 dt.30.07.2020

2) Contract Agreement signed on 21.08.2020.

Sir,

This is in reference to above stated work and Contract Agreement, Status of Work for aforesaid scope of work as on date is as follows:

Item	Total Scope as per Schedule B	Scope of work	Status
1	2	3	
1. Provision of Protection work in ZONE A,B,C,&D	6933	(1) Scaling Removing of Debris	Completed
		(2) Fixing of rock bolts including grouting	Completed
		(3) Fixing of DT/Rhomboidal wire mesh nut bolt of rock	Completed
		(4) Hydro seeding in Zone-B Area of 2192	Completed
		(5) Installation of instrumentation completed.	Completed
2. Provision of Landslide Protection Gallery From CH. 100+415 to	310 Meters Long	i. Pile/Pile foundation	Completed
		ii. Super Structure including column, cross beam, floor beam and floor slab	Completed



Head Office : 3rd Floor, C-5, SECTOR-6, NOIDA - 201301
Phone : 0120-4202713 & 14

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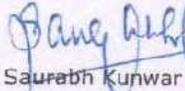
100+725		iii. Covers lab of landslide protection gallery	Completed
		iv. Overburden/ back filling	Completed
		v. Flexible pavement completed	Completed
		vi. Road furniture	Completed
3. Provision of Restoration of Irrigation Channel		i. Fixing of M.S. pipe with proper support as per approved drawing.	Completed
		ii. Chamber sand Gratings	Completed
4. Provision of Riverside Protection work Tetra pods	475 CUM	Making and shifting of Tetra pods	Completed
5. Provision of cattle/ security fence	400 meters	MS angle post with barbed wire fencing	Completed
6. Provision of access Path to villages		access path with hand railing	Completed
7. Provision of Restoration Of water supply pipeline			Completed

This is to inform you that we have completed all works on 28th of April, 2022 as per Schedule 'B' and Schedule 'H' and as per approved drawings including punch list issued to us Vide Letter NO – NHDCL/PMU-UKI/SAIGR/2022-23/09/01 on dated 4th April, 2022. We have also performed all relevant tests as per Schedule 'K' under your supervision with satisfactory results, reports of which are submitted to you from time to time also.

Please find attached "AS BUILT DRAWINGS" submitted to you as per clause 10.8.

You are requested to please issue us Completion Certificate so that we can participate in fresh tenders.

Thanks & Regards


Saurabh Kunwar

(Vice President)

Sai Gr Impex Pvt Ltd

Enclosure:

1. AS BUILT DRAWINGS.


true copy

385

SAI GR IMPEX PVT LTD

21, ANUPAM CGHS, VASUNDHRA ENCLAVE, DELHI-96

E-mail: info@saigrimpex.com

Website : www.saigrimpex.com

CIN : U51909DL1994PTC056873



SAIGR/NHIDCL/Bareti- 218A

Dated: 20.04.2022

To,

**General Manager (P)
NHIDCL, PMU-Uttarkashi
Uttarakhand**

Subject- Additional work for Construction of Landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, and river protection work at Bareti, Uttarkashi from 100.300 Km to 101.060 km of NH-34 on EPC basis in the state of Uttarakhand- **"Issuance of Punchlist- Reg."**

**Reference: 1) LOA NO. NHIDCL/Addl work/Bareti/Uttarkashi/NH-34/2020/261
dt.30.07.2020**

2) Contract Agreement signed on 21.08.2020

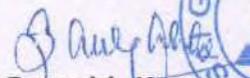
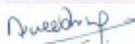
3) NHIDCL/PMU-UKI/SAIGR/2022-23/09/01 dated 04/04/2022

Sir,

This is in reference to your above cited letter regarding issuance of punch-list. In this regard we want to inform you that we have attended all jobs mentioned in the attached punch-list.

Please find attached status of your punch-list for your needful action.

Thanks & Regards


**Saurabh Kunwar
(VICE President)****SAI GR IMPEX PRIVATE LIMITED**
true copy

STATUS OF PUNCHLIST JOBS AS ON DT. 20.04.2022

Project Name:- Additional work for construction of Landslide Protection Gallery Slope Protection Works including Cattle Fence, restoration of irrigation Channel and River Protection Work at Bareti Uttarkashi from km 100.300 to 101.060 of NH-34 on EPC Basis in the State of Uttarakhand.

S. N.	Description of Work	Unit	Quantity	Remarks	Status as on 20.04.2022
1	Water chute to be constructed for both the cross drainage	Nos	2		Completed
2	Catch water drain Zone- 'B'	Mtr	As per ground condition		Completed
3	House Keeping & Muck removed from Road side	RM	760 M	Cleaning of drain, road	Completed
4	Repair of damaged work viz Delineators, Crash Barriers, Road, surface Drains			Work done by previous contractor which was damage by you need to be rectified/ repair.	Completed
5	Repair to damage of plantation done by previous contractor	Nos	300		Completed
6	Fixing of synthetic reinforced high strength Geo-mat + hydraulically pressed erosion control measures.	Sqm	2192	Damage due to fire on 26.03.20222	Completed
7	Repair of drain inlet under foot path.	Nos	104		Completed
8	400 mm dia pvc pipe as Utility Duct to be placed in drain as per drawing	Mtr	310	As per Drawing	It was mutually agreed to make RCC Utility Duct instead of 400 Dia PVC Pipe which is already attended.
9	Lacing of slope protection work to be done using 9mm SWR, U clips to be fixed in slope protection work to hold the Rhomboidal Mesh as per drawing	Sqm	6933	As per Drawing & Schedule B	These are the design specific accessories of Maccaferri where as Garware mesh system has been approved by you with their accessories. Same as placed and also checked by you. This is also agreed by you.

Sanjay

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STATUS OF PUNCHLIST JOBS AS ON DT. 20.04.2022

Project Name:- Additional work for construction of Landslide Protection Gallery Slope Protection Works including Cattle Fence, restoration of irrigation Channel and River Protection Work at Bareti Uttarkashi from km 100.300 to 101.060 of NH-34 on EPC Basis in the State of Uttarakhand.

S. N.	Description of Work	Unit	Quantity	Remarks	Status as on 20.04.2022
11	Concrete cladding & retaining wall to be constructed from CH 100.668 to CH 100.686 as per drawing	Mtr	18		Completed
12	Installation of metal beam crash barrier, traffic blinkers, road studs, sign boards, and marking & rumble strip to control speed at turnings	Mtr	310	Details in Drawing	Completed
13	Installation of Angles for chamber openings & removable slab	Mtr	310		Completed
14	Hand Rail for footpath rectification work	Mtr	310		Completed
15	Cleaning of Structure surface	Mtr	310		Completed
16	Over Head Boards (one large)	Nos	1	Design given	Completed
17	Dressing to be done behind slope protection gallery for water drainage (behind shear wall)	Mtr	310		Completed

S. Singh



PROJECT MANAGEMENT UNIT- UTTARKASHI

ENVIRONMENTAL AUDIT REPORT

Project Name: - Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.

The project "Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand" was awarded in favor of M/s SAIGR IMPEX Pvt. Ltd. The appointed date was 31.08.2020. The scope of the work has been given in schedule-'B' of contract agreement and also shown on the plan attached.

Before commencement of the works, the contractor was asked to submit the Environmental management plan as per the provision of contract agreement of Article 10.

The contractor submitted the plan in consultation with Authority covering the following aspects. The undersigned was appointed as the Authority Engineer in the project vide HQ NHIDCL letter no NHIDCL/Addl work/Barethi/Uttarkashi/NH-34/2020/334 dated 24.08.2020.

1. Introduction
2. Environmental Management plan of construction Camp.
3. Borrow Area Management & Environmental Management at Works sites.
4. Construction Plants and Diesel Generator sets.
5. Environmental Monitoring.
6. Hazardous Material Handling.
7. Monitoring Plan

The Environmental Management Plan was prepared formed to protect the environment and to implement, mitigate, monitor and provide remedial measures during the activities of Development work of Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.

Proper procedures and records has been maintained for the requirements related to protection of environment. Environmental training and awareness to all employees in a regular basis was be provided on the project.

it has been observed that during construction proper procedures & records has to be maintained for compliance of the requirements related to protection of environment. It was

also ensured during construction phase that the workers and supervisory staff were well aware of the requirement & importance of environmental aspect of the Himalayan region.

The main objective of the environmental awareness which was emphasized are: -

- Ensure compliance with regulatory requirements that are applicable to the activities.
- Provide timely indication if any environmental control measures fail to achieve acceptable standard.
- Access the environmental condition of the area where the construction is carried out.
- Monitor effectiveness of environmental mitigation measures.

The basic purpose is to make staff/workers aware of the environmental concerns of the construction work on and the application of environmental control during the construction phase of the project. This is to facilitate construction programme while ensuring fulfillment of environmental commitment by minimizing and monitoring environment upset, which may be arise from construction activities and to supervise compliance with environmental criteria reviewing the collected data. The contingency plan also was prepared.

Following major features have been considered for protection of environment: -

- Location of camp site.
- Protection of river from getting polluted by muck/debris of construction work.
- Protection of existing trees & avoid cutting of trees as far as possible.
- As far as possible avoid hill side cutting to protect vegetation.
- Ensure tree plantation & Hydroseeding
- Ensure minimum sound/noise pollution.
- Avoid dust while working to ensure that there is no air pollution.

The contractor was strictly instructed to ensure that no trees are cut for camping site. Most efficient sanitation & waste water management was to be ensured.

There is one local stream in the working areas. It has been ensured that no natural source of water is disturbed or polluted at any cost.

Protection of existing trees & as far as possible tree cutting was avoided. While preparation and approving of drawing for execution, it was ensured that minimum forest/private land was acquired & avoided tree cutting as far as possible.

No hill was cut for slope. It was emphasized that fresh hill cutting generally give rise to fresh landslide disturbing the complete ecology of that area & hence was restricted to bare minimum.

It has been ensured that tree plantation wherever possible was done in guidance with the forest department

Noise pollution was kept under control as specified and as required under law. No blasting was done as the zone falls under BESZ (Bhagirathi Eco sensitive zone). All activities at site was done carefully by restricting the following activities within permissible limit.

The sound of various machines was controlled to restrict the level of NOISE POLLUTION and ensured that: -

- a) Noise generated during operating of the different Earth Moving Equipment's.
- b) Noise generated during any other construction activity.
- c) Noise generated during truck, tipper loading, unloading and handling activities.
- d) Noise generated from Drilling and grouting activities.

Air Pollution was controlled avoiding dust getting spread in the area. The work area (Road) was watered very frequently to avoid dust getting spread. All other measures were taken to avoid air pollution in the work areas.



(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi



PROJECT MANAGEMENT UNIT- UTTARKASHI

SAFETY AUDIT REPORT

Project Name: Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.

The project "Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand" was awarded in favor of M/s SAIGR IMPEX Pvt. Ltd. The appointed date was 31.08.2020. The scope of work is shown on the drawing attached as Annexure 'G'.

The contractor achieved the project Mile Stone as under: -

S. N.	Mile Stone	No. of Days	Date as per Contract Agreement	Due Date as Extended in EOT	Achieved Date	Remarks
1	Mile Stone-I	150	28.01.2021	-	28.01.2021	
2	Mile Stone-II	240	28.04.2021	-	22.04.2021	
3.	Mile Stone-III/Schedule Completion Date	365	30.08.2021	26.04.2022	28.04.2022	EOT-I 62 days till 31.10.2022 EOT-II 176 days till 26.04.2022

The work was completed as on 28.04.2022 and the safety audit & the recommendations there off for all structures was incorporated at design report stage itself. The provision of IPC-88-2010 stage-5 audit wherever applicable has been complied & confirmed.

The Authority Engineer also carried out safety audit by physical inspection of complete project site at various stages of construction and ensured the gaps located in implementation of safety measures as recommended by safety consultant in Development stage are attended & addressed properly.

The Authority Engineer has physically carried out inspection at every stage of mile stone completion.

It has been ascertained that the report of safety consultant/auditor has been incorporated in design by design Director. The safety consultant M/s Austha Consulting Engineers India Pvt. Ltd. visited the site at every stage of mile stone completion and ensured that the observations made during physical inspection are addressed immediately.

PROJECT MANAGEMENT UNIT- UTTARKASHI

Bareti was earlier identified as notorious & perpetual landslide area and hence were undertaken for protection works under NHIDCL, PMU, Uttarkashi.

The provision of schedule 'B' regarding width of carriage way and details scope of works was compared with the drawings/design produced by contractor to commence the work. The linear length of slide to be protected and all other items of schedule 'B' (as provisioned) has been incorporated in the contractor's design.

The structure provided for protection work are confirmed to be safe for users of the road as well as pedestrians & animals involved in or associate with accident. However, there could be necessity for treatment of valley side slope in future.

The final physical inspection of review of all tests carried out as required vide Article 10 & 11 & schedule 'K' of the contract agreement, including re-examination of safety analysis has been carried out by Authority Engineer.

It is confirmed that the project "Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand" is in conformity with safety requirements and sound industry practice. The structure are declared to be safe for all users i.e. vehicles pedestrians & animals.



(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
 राष्ट्रीय परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
 परियोजना प्रबंधन इकाई: चुगी बड़ेथी निकट होटल आकाश गंगा,
 गिरी - उत्तरकाशी 249193 (उत्तराखण्ड)

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit - Chung/Barethi, Near Hotel Akash Ganga,

Dist. Uttarkashi - 249193 (Uttarakhand)

Mobile No: +918865944266, Email: gmpuuttarkashi@nhidcl.com&nhidcl.uttarkashi@gmail.com

वेबसाइट/Website: www.nhidcl.com

393
 Azadi Ka
 Amrit Mahotsav

NHIDCL
 BUILDING INFRASTRUCTURE - BUILDING THE NATION
 Project Management Unit - Uttarkashi
 A Unit of NHAI, Udhokhal, U.K.

CIN U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

VISUAL AND PHYSICAL TEST CERTIFICATE

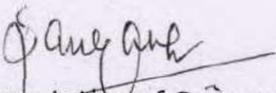
NAME OF PROJECT: Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.

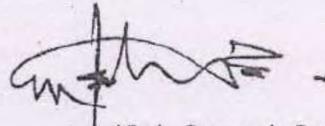
Date of Test: 22.04.2022.

SN	Name	Designation	Firm/Company
1	Col. Deepak Patil	General Manager (P), Authority Engineer	NHIDCL, PMU-Uttarkashi
2	Mr. Saurav Kunwar	Vice President	M/s SAI GR IMPEX Pvt. Ltd.

Certified that the Visual and Physical test on Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand was carried out on 22.04.2022.

This is confirmed that all works and equipment, road signages etc have been visually and physically tested by the undersigned and confirms the provisions as set forth in Schedule 'K' of the Contract Agreement.


 Representative of Concessionaire


 (Col. Deepak Patil)
 General Manager (P)
 NHIDCL, PMU-Uttarkashi



Signages and over head board installed at Landslide Protection Gallery

Amesh
true copy

395



A Barethi side view of Over head board installed at landside protection gallery



A Day and Night view of Landslide protection gallery (Outside)

396



A Day and Night view of Landslide protection gallery (Inside)

Sueedup
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397



Pavement and footpath of landslide protection gallery including Handrail

Swedrup
true copy

398



Landslide gallery consisting of Metal Beam crash Barrier, Road stud & Handrails

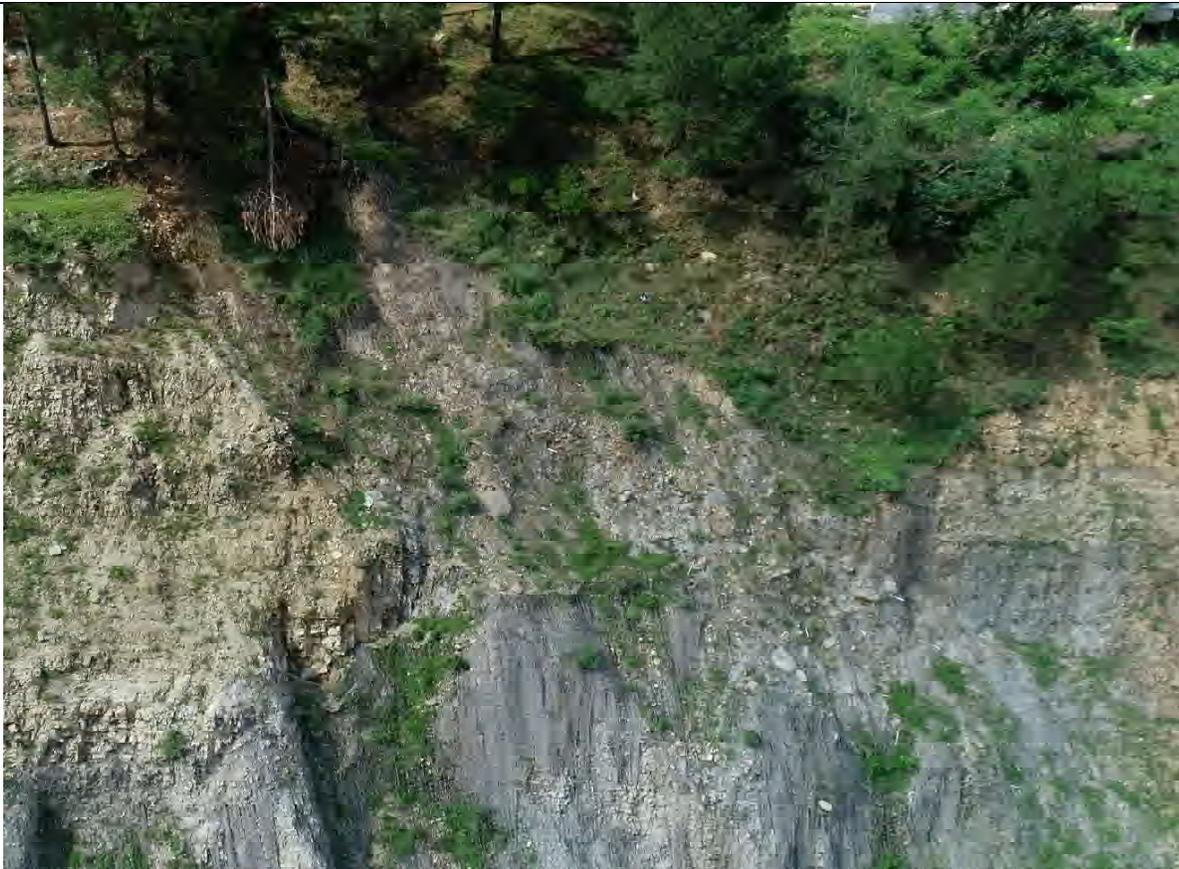


A Uttarkashi side view of Over head board installed at landslide protection gallery

399



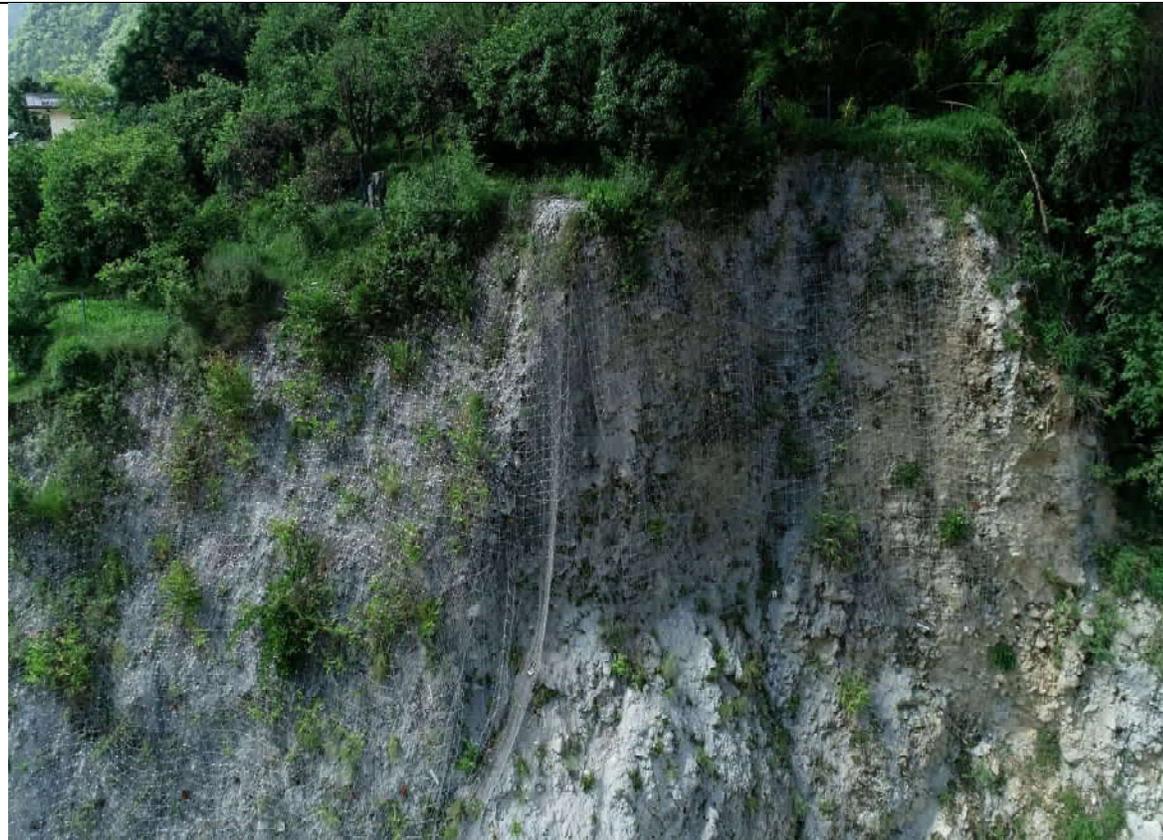
One meter Sand cushion over the slab of Landslide protection gallery



Picture showing Zone 'A' of the slope stabilization work



Picture showing Zone 'B' of the slope stabilization work



Picture showing Zone 'C' of the slope stabilization work

401



Picture showing Zone 'D' of the slope stabilization work



Access path to villagers in Zone 'D' of slope stabilization work

402



Arrangement of Tetrapods at the toe of the Hills along water line (River training work)



1.2 m High Cattle/Security Fence

403



Latitude: 30.736994
Longitude: 78.413841
Altitude: 1092.4±7 m
Accuracy: 10.2 m
Time: 09-27-2021 16:33
Note: Channel repair work completed

Powered by *NovelCam*

Repair of existing Irrigation Channel



Latitude: 30.73682
Longitude: 78.412497
Elevation: 1086.04±7 m
Accuracy: 10.2 m
Time: 04-03-2022 12:25
Note: Instrumentation work in Zone A

Powered by *NovelCam*

Installation of Instruments (Inclinometer)



Mechanical Bio Engineering on Hill side at Zone 'B' (Hydroseeding)



Germination of Napier Grass at the slope of Zone 'B'



Germination of different varieties of shrubs viz Sheesham, Napier Grass & Dodonaea Viscosa etc.



Kidding Quality Test Report 72

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(ISO Certified & NABL Accredited Lab)

Doon University Road, Near Shiv Vihar, Mothorowala, Dehradun (UK), 248001

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www.parmarlabs.com

Annx - 'B'

Test Report

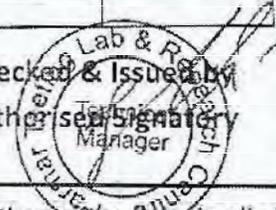
Description of Sample: Bump Integrator Test		ULR No.: TC-786922000002608N	
Road Name: Barethi Dharasu Road NH-34		Report No.: PTLR/DDN/2022/204(16)	
Project: NIIDCL OPEN TUNNEL SITE BARETHI UTTARKASHI		Date of Survey: 12/04/2022	
From: Ch.	100+415	<i>Page 1 of 1</i>	
To Ch.:	100+725		
Direction:	Towards Uttarkashi		
Vehicle:	Bolero		
Operator:	Surjeet Rawat		
Comments: Results obtained are good.			
Processing Interval:	104m	Assessment Fair:	2976-4687
Units:	Metric	Assessment Poor:	4687-8305
Result Type:	Bump Integrator Roughness	Assessment Bad:	Above 8305
Assessment Excellent:	Below 1369	Low Speed Correction Used:	Yes
Assessment good:	1369-2976	Lead in Used:	52m
Issued to:			
M/s Sai GR Impex Pvt. Ltd.			
21, Anupam CGHS, Vasundhraj Enclave			
Delhi-96.			

(Reference Code: IRC -SP-16:2004)						
Section ID	Sub Distance	Total Distance	BI	Speed	Chainage	Layer
1	0.1	0.1	1622.8	41	100+430	BC TOP
1	0.2	0.2	1685.5	42	100+460	
1	0.3	0.3	1625.5	45	100+475	
1	0.4	0.4	1645.3	43	100+495	
			1644.77			
1	0.1	0.1	1585	42	100+520	BC TOP
1	0.2	0.2	1538	43	100+535	
1	0.3	0.3	1508.9	45	100+560	
1	0.4	0.4	1498	44	100+590	
1	0.5	0.5	1536	43	100+610	
			1520.22			
1	0.1	0.1	1540	45	100+635	BC TOP
1	0.2	0.2	1568	45	100+655	
1	0.3	0.3	1549	45	100+690	
1	0.4	0.4	1639	44	100+715	
			1574			

Surjeet Rawat
true copy

*****End of Report*****

Checked & Issued by
Authorised Signatory
Manager



1. The result listed refer only to the tested samples and applicable parameters endorsement of product is neither entered nor implied.



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Doon University Road, Near Shiv Vihar, Mothorowala, Dehradun (UK), 248001

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www.parmarlabs.com

Annex A 1

Test Report

Description of Sample: DBM Core	ULR No.: TC-786922000001024N
Sample Quantity: 03 Core	Report No.: PTLR/DDN/2022/190(02)
Sample Condition: Receipt as OK	Date of Receipt: 30/03/2022
Sample Plan & Sampling Method: NA	Date of Testing: 31/03/2022
Environment Condition (Temp. & Humidity):NA	Date of Report: 31/03/2022
Addition to, Deviation or Exclusion from the Method: NA	Page 1 of 1
Issued to: M/s Sai GR Impex Pvt. Ltd. 21, Anupam CGHS, Vasundhra Enclave Delhi-96.	

1. Chainage: 100+520 (LHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.55	IRC Sp-11
2.	Density, g/cc	2.272	ASTM D 2726
3.	Thickness, mm	77.8	By Vernier Caliper
2. Chainage: 100+520 (CENTRE)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.62	IRC Sp-11
2.	Density, g/cc	2.275	ASTM D 2726
3.	Thickness, mm	75.3	By Vernier Caliper
3. Chainage: 100+520 (RHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.58	IRC Sp-11
2.	Density, g/cc	2.280	ASTM D 2726
3.	Thickness, mm	76.5	By Vernier Caliper

Note: 1. The above test refers only to the Item tested.

2. Statement of Conformity & Decision Rule (In case of Borderline): NA

3. Opinion & Interpretations: NA

*****End of Report*****

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Authorised Signatory



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Annex - A2

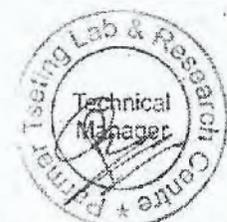
Test Report

Description of Sample: BC Core	ULR No.: TC-786922000001025N
Sample Quantity: 03 Core	Report No.: PTLR/DDN/2022/190(03)
Sample Condition: Receipt as OK	Date of Receipt: 30/03/2022
Sample Plan & Sampling Method: NA	Date of Testing: 31/03/2022
Environment Condition (Temp. & Humidity): NA	Date of Report: 31/03/2022
Addition to, Deviation or Exclusion from the Method: NA	Page 1 of 1
Issued to: M/s Sai GR Impex Pvt. Ltd. 21, Anupam CGHS, Vasundhra Enclave Delhi-96.	

1. Chainage: 100+520 (LHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.53	IRC Sp-11
2.	Density, g/cc	2.328	ASTM D 2726
3.	Thickness, mm	42.4	By Vernier Caliper
2. Chainage: 100+520 (CENTRE)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.49	IRC Sp-11
2.	Density, g/cc	2.335	ASTM D 2726
3.	Thickness, mm	41.9	By Vernier Caliper
3. Chainage: 100+520 (RHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.51	IRC Sp-11
2.	Density, g/cc	2.329	ASTM D 2726
3.	Thickness, mm	43.8	By Vernier Caliper

- Note: 1. The above test refers only to the Item tested.
2. Statement of Conformity & Decision Rule (In case of Borderline): NA
3. Opinion & Interpretations: NA

*****End of Report*****

Checked & Issued by
Authorised Signatory

MAINTENANCE MANUAL Annex-"A"

NAME OF THE PROJECT:

Additional work for Construction of Landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, and river protection work at Bareti, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.



CLIENT : NATIONAL HIGHWAY INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

AUTHORITY ENGINEER: Col. Deepak Patil, G.M (PMU) NHIDCL, Uttarkashi

CONTRACTOR : M/s SAI GR IMPEX PRIVATE LIMITED

Contents

Section-1

PROJECT BACKGROUND

1.1 Project Description:

NH-34 connects two holy places of Chardham i.e. Gangotri & Yamnotri and starts from Rishikesh of Uttarakhand.

Additional work of construction of landslide Protection Gallery, slope protection works including cattle fence, restoration of Irrigation channel and river protection work at Bareti, Uttarkashi from km100.300 to 101.060 of NH-34 on EPC mode was awarded to SAI GR IMPEX PVT. LTD in the year 2020. The contractor M/s SAI GR IMPEX PVT LTD. also attended all points of Punch List given and all work has been completed in all respect on 28.04.2022



1.2 Salient features of Landslide Project at Baretilsite:-

Project Name	Additional work for Construction of Landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, and river protection work at Baretil, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand (EPC Contract)
NH No.	NH-34
Mode of the Execution (BOT Toll/BOT Annuity/ EPC/HAM/Item rate/ Others)	EPC
No of lanes/ Configuration	02
Length of the project in KM	0.760 Km
Total proj cost in Cr	28,33,62,750/=
Contractor's Name	M/s SAI GR IMPEX PVT LTD.
Date of award (LOA date)	30.07.2020
Appointed date	31.08.2020
Construction Period in Months	12 + 8 months after approved EOT
Schedule date of completion as per contract	30.08.2021
Revised Scheduled Completion date	26 April 2022 and actual completion on 28.04.2022
Client	NHIDCL,PMU- Uttarkashi
Authority Engineer	Col. Deepak Patil, GM (PMU), Uttarkashi

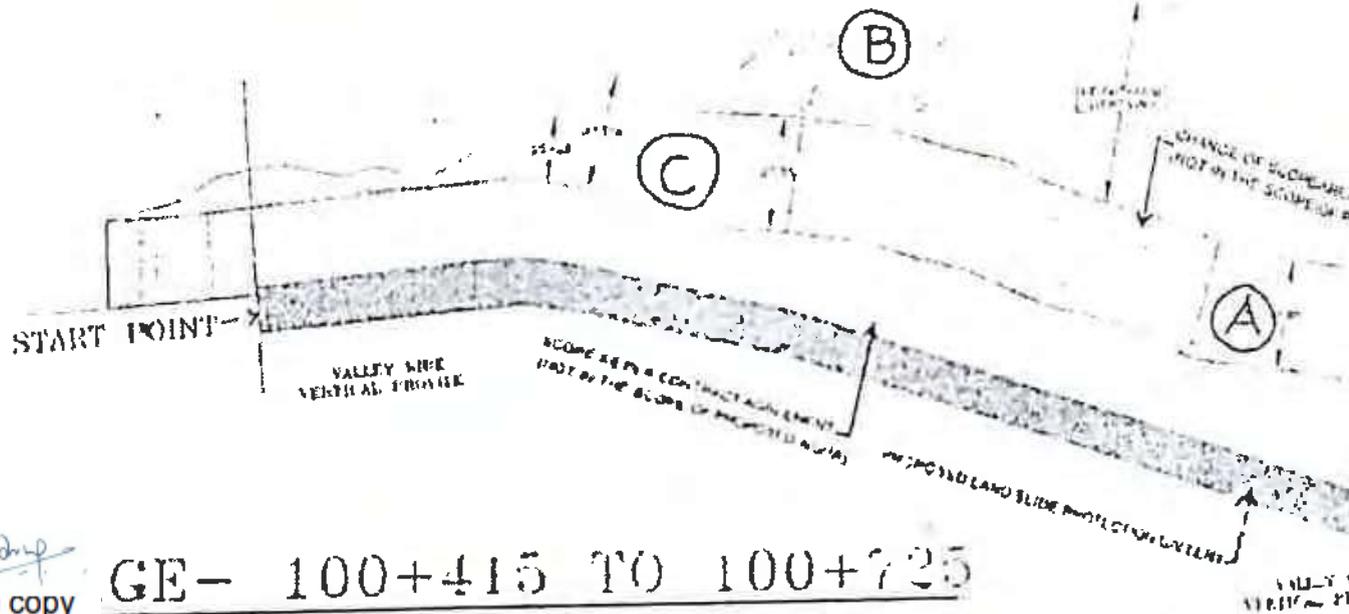


Deepak Patil
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SITE PLAN FOR PROPOSED LAND SLIDE PROTECTION GALLERY : BARETI

Schedule III



C. ^{Handwritten} true copy GE- 100+415 TO 100+725

TOTAL LENGTH OF LAND SLIDE

1.4. Project Details: -

The landslide treatment project starts at Ch 100+415 to 101+180 in specified zones as A,B,C and D.

The following Sections/Zones where the landslide protection work executed as per contract and approved drawing:

Zone	Existing Chainage		Design Chainage		Length (KM)
	From	To	From	To	
A	100+460	100+500	100+460	100+500	0.040
B	100+540	100+640	100+540	100+640	0.100
C	100+670	100+760	100+670	100+760	0.090
D	100+00	101+180	100+00	101+180	0.180

The project also has Landslide Protection Gallery from Ch 100+415 to 100+725 with total length of 310 meter flexible pavement. Other than this there are allied jobs such as Restoration of Irrigation Channel, water supply line, one access path to villagers in Zone-D and river protection work with Tetrapods constructed from 475 cum concrete.

1.5 Commencement of Maintenance Period: -

The entire work under contract dated 21.08.2020 & Letter of Acceptance No-NHIDCL/Addl work/Bareti/Uttarkashi/NH-34/2020/261 dated 30.07.2020 is completed on 28 April 2022. As per contract agreement Article 14, the maintenance period deemed to have been started on the date of issue of completion certificate.



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**SECTION -2 MAINTENANCE OBLIGATION OF THE CONTRACTOR (Ref Article
14 of the Contract Agreement)**

**ARTICLE 14
MAINTENANCE**

14.1 Maintenance obligations of the Contractor

14.1.1 The Contractor shall maintain the Project Highway for a period of 4 (four) years commencing from the date of the Provisional Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the contractor shall be paid 0.5% of the Contract Price for the first year and 1%, 1.5%, 2% of the Contract Price for the second, third and fourth year respectively in case of road projects. But in case of standalone Bridge / structure work, the contractor shall be paid 0.25%, 0.5%, 0.5% and 0.5% of the Contract Price for the first, second, third and fourth year respectively. Amount shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. For the avoidance of doubt, it is agreed that in the event no Provisional Certificate is issued, the Maintenance Period shall commence from the date of the Completion Certificate. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1.1, which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3.3, but shall not include any price adjustments in pursuance of Clause 19.10.

14.1.2 During the Maintenance Period, the Authority shall provide to the Contractor access to the Site for Maintenance in accordance with this Agreement. The obligations of the Contractor hereunder shall include:

- (a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway;
- (b) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;
- (c) undertaking repairs to structures;
- (d) informing the Authority of any unauthorised use of the Project Highway;
- (e) informing the Authority of any encroachments on the Project Highway; and
- (f) operation and maintenance of all communication, patrolling, and administrative systems necessary for the efficient maintenance of the Project Highway in accordance with the provisions of this Agreement.

14.1.3 In respect of any Defect or deficiency not specified in Schedule-E, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any default or neglect of the Authority or a Force Majeure Event.

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14.1.4 The Contractor shall remove promptly from the Project Highway any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice

14.2 Maintenance Requirements

The Contractor shall ensure and procure that at all times during the Maintenance Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-E (the "Maintenance Requirements").

14.3 Maintenance Programme

14.3.1 The Contractor shall prepare a monthly maintenance programme (the "Maintenance Programme") in consultation with the Authority's Engineer and submit the same to the Authority's Engineer not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose a joint monthly inspection by the Contractor and the Authority's Engineer shall be undertaken. The Maintenance Programme shall contain the following:

- (a) The condition of the road in the format prescribed by the Authority's Engineer;
- (b) the proposed maintenance works; and
- (c) deployment of resources for maintenance works.

14.4 Safety, vehicle breakdowns and accidents

14.4.1 The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

14.4.2 The Contractor shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms; and such post shall be located at ****. The Contractor shall promptly remove any damaged vehicles and debris from the Project Highway to enable safe movement of traffic and shall report all accidents to the police forthwith.

14.5 Lane closure

14.5.1 The Contractor shall not close any lane of the Project Highway for undertaking maintenance works except with the prior written approval of the Authority's Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five)



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business days of receiving such request, the Authority's Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

14.5.2 Upon receiving the permission pursuant to Clause 14.5.1, the Contractor shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Contractor shall, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic.

14.6 Reduction of payment for non-performance of Maintenance obligations

14.6.1 In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in Schedule-E within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the Authority shall be entitled to effect reduction in monthly lump sum payment for maintenance in accordance with Clause 19.7 and Schedule-M, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

14.6.2 If the nature and extent of any Defect justifies more time for its repair or rectification than the time specified in Schedule-E, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof.

14.7 Authority's right to take remedial measures

In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages.

14.8 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.



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14.9 Overriding powers of the Authority

- 14.9.1 If in the reasonable opinion of the Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- 14.9.2 In the event that the Contractor, upon notice under Clause 14.9.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 14.9.2 and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be recovered by the Authority from the Contractor, and the Authority shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor under Clause 19.7 for the performance of its Maintenance obligations.
- 14.9.3 In the event of a national emergency, civil commotion or any other circumstances specified in Clause 21.3, the Authority may take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the Project Highway or give such directions to the Contractor as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 21. It is also agreed that the Contractor shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 14.9.3, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.



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ARTICLE 15

SUPERVISION AND MONITORING DURING MAINTENANCE

15.1 Inspection by the Contractor

- 15.1.1 The Authority's Engineer shall undertake regular inspections to evaluate continuously the compliance with the Maintenance Requirements.
- 15.1.2 The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required shall be conveyed to the Authority's Engineer forthwith. The Contractor shall complete the proposed maintenance works before the onset of the monsoon and send a compliance report to the Authority's Engineer. Post monsoon inspection shall be undertaken by the Contractor and the inspection report together with details of any damages observed and proposed action to remedy the same shall be conveyed to the Authority's Engineer forthwith.

15.2 Inspection and payments

- 15.2.1 The Authority's Engineer may inspect the Project Highway at any time, but at least once every month, to ensure compliance with the Maintenance Requirements. It shall make a report of such inspection ("Maintenance Inspection Report") stating in reasonable detail the Defects or deficiencies, if any, with particular reference to the Maintenance Requirements, the Maintenance Manual, and the Maintenance Programme, and send a copy thereof to the Authority and the Contractor within 10 (ten) days of such inspection.
- 15.2.2 After the Contractor submits to the Authority's Engineer the Monthly Maintenance Statement for the Project Highway pursuant to Clause 19.6, the Authority's Engineer shall carry out an inspection within 10 (ten) days to certify the amount payable to the Contractor. The Authority's Engineer shall inform the Contractor of its intention to carry out the inspection at least 3 (three) business days in advance of such inspection. The Contractor shall assist the Authority's Engineer in verifying compliance with the Maintenance Requirements.
- 15.2.3 For each case of non-compliance of Maintenance Requirements as specified in the inspection report of the Authority's Engineer, the Authority's Engineer shall calculate the amount of reduction in payment in accordance with the formula specified in Schedule-M.
- 15.2.4 Any deduction made on account of non-compliance will not be paid subsequently even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured.



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15.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Contractor shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority's Engineer and furnish the results of such tests forthwith to the Authority's Engineer.

15.4 Reports of unusual occurrence

The Contractor shall, during the Maintenance Period, prior to the close of each day, send to the Authority and the Authority's Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A monthly summary of such reports shall also be sent within 3 (three) business days of the closing of month. For the purposes of this Clause 15.4, accidents and unusual occurrences on the Project Highway shall include:

- (a) accident, death or severe injury to any person;
- (b) damaged or dislodged fixed equipment;
- (c) flooding of Project Highway; and
- (d) any other unusual occurrence.

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2.1 Introduction:-

As laid down in article 14 of the contract agreement, the contractor will maintain complete area of responsibility and keep highway traffic worthy at all times and in all weather conditions. Not only maintain the existing carriageway, he has to protect the structure & treatments carried out to the slide area, and also improve the road condition to comply with specification & standard and other requirements set forth in the contract agreement. Good industry practice, applicable permits & (material used), Manufacturer's guidelines etc. will be strictly followed & adhered to in the work. Standard workmanship during maintenance period of 60 months shall be adopted.

2.2. Maintenance Requirements:-

The contractor shall ensure and procure that all times during maintenance period, the project highway conforms to the maintenance requirements set forth in Schedule 'E' (**The Maintenance requirements**)

- (i) Ensure the safety of personals deployed on works and the users of the highway.
- (ii) Ensure the structure does not get deteriorated and further damage
- (iii) Ensure the staff is aware of their duties & commitments.
- (iv) Ensure safe & uninterrupted traffic flow at all times.
- (v) Minimize the disruption of traffic for the event of landslide/ accident/ during maintenance.
- (vi) Ensure and carry out periodic preventive maintenance.
- (vii) To ensure traffic regulation while carrying out major/minor repair to the structures with the help of civil administration/ agencies like, police & Dist Magistrate and other similar authorities.
- (viii) Maintaining public relation & attend to suggestions from the users, government agencies & media etc.
- (ix) Comply with safety requirements in accordance with Article 16 of the contract agreement.


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SECTION-3**Maintenance Operation**

- 3.1 Traffic Management during major maintenance works
- 3.2 Sector/ site control plan
- 3.3 Site patrolling
 - 3.3.1. Safety management program including emergency response protocol
 - 3.3.2. i. Safety management program
 - ii. Emergency operation
 - iii. Emergency response protocol
 - iv. Rescue and medical aid facilities

SECTION-4**Slide Protection and highway maintenance**

- 4.1. Type of maintenance
 - 4.1.1. Pre-monsoon maintenance
 - 4.1.2. Routine maintenance
 - 4.1.3. Periodic maintenance
 - 4.1.4. Special maintenance
- 4.2. Site Inspection
 - 4.2.1. Type of Inspection
 - 4.2.1. Frequency of inspection
- 4.3. Major damages to protection works of treated area specified as Zone-A, B, C, D as per approved Drawings
- 4.4. Minor damage to protection works of treated area specified as Zone-A, B, C, D as per approved Drawings
- 4.5. Maintenance of standards
- 4.6. Other maintenance activities like vegetation and plants maintenance
- 4.7. Maintenance Schedule/ Program
- 4.8. Maintenance of Landslide Protection Gallery structure and carriageway including from Chainage 100+415 to 100+725.
 - 4.8.1. Maintenance of structure
 - 4.8.2. Maintenance of carriageway
 - i. Inspection schedule



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- ii. Road Maintenance in 310m stretch from Chainage 100+415 to 100+725
- iii. Maintenance requirement
- iv. Potholes repairing including cracks swelling
- v. Asphalt treatment If any
- vi. Drainage maintenance of drains and cross drainage (culvert)
- vii. Maintenance of Utility duct
- viii. Maintenance of foot path.
- ix. Cladding wall.

- 5. Allied works as Cattle fence, Restoration of Irrigation Channel, Access path to villagers
- 6. Digital Reading of various instruments and monitoring of protection works
- 7. Repair of guard rail and road furniture including Crash barriers & safety sign boards

SECTION-5**Monthly maintenance reports and maintaining of records**

List of Annexures

- 1. Maintenance standards
- 2. Location/ site plan
- 3. Emergency response protocol
- 4. Maintenance flow chart
- 5. Monthly inspection schedule and maintenance flow chart with resources deployment.

SECTION-6**Maintenance Program**

- Maintenance program is enclosed as Appx 'A' to this Maintenance Manual.



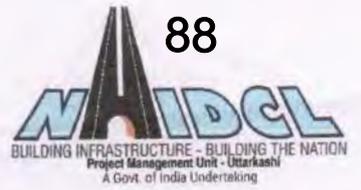
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परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
परियोजना प्रबंधन इकाई:- चुंगी बड़ेथी, निकट होटल आकाश गंगा,
जिला - उत्तरकाशी 249193 (उत्तराखंड)

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National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit-ChungiBarethi, Near Hotel Akash Ganga,

Dist. Uttarkashi- 249193(Uttarakhand)

Mobile No: +918865944266, Email: gmputtarkashi@nhidcl.com&nhidcl.uttarkashi@gmail.com

वेबसाइट/Website: www.nhidcl.com

CIN U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL/PMU-UKI/SAIGR/2022-23/346/01

Date: 09 July, 2022

To,

Executive Director (P)

Regional Office,

H.No.- C24, Ajabpur Kalan,

THDCC, Dehradun-248121

Sub:- Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand - **Issuance of completion certificate- reg.**

Sir,

1. Please refer M/s SAI GR Impex Pvt. Ltd. Letter no SAIGR/NHIDCL/Barethi-222 dated 30.04.2022 (copy attached).

2. It is informed that work of Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand has been completed in all aspects on 28.04.2022 and verified at site by the undersigned.

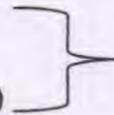
3. Now, contractor has requested this PMU to issue completion certificate and submitted the following documents: -

(a) As build drawings

(b) Photographs of the site (CD enclosed)

(c) Drone videography of the site (DVD enclosed)

(d) Compliance of punch list



Shall be sent by post.

Annexure 'A'

Annexure 'B'

4. The undersigned as an Authority Engineer has conducted all the tests as set forth in Schedule 'K' of the Contract Agreement.

5. The Environmental Audit Report has been prepared by this PMU and attached as Annexure-'C', Safety Audit Report as Annexure-'D', Certificate by Authority's Engineer as Annexure-'E'. A draft completion certificate as per Schedule 'L' is also enclosed as Annexure -'F' to this letter. Please refer HQ NHIDCL office order No. NHIDCL/HR-Div/DoP/2020/E-185600/504 dated 21st July, 2020.

6. As the work has been completed in all aspects as per the Schedule 'B' of Contractor Agreement, we may issue completion certificate. This PMU hereby recommends the issuance of Completion Certificate to M/s SAI GR Impex Pvt. Ltd.

7. For your information and necessary action please.

(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi
deepak.patil71@gov.in

Copy to:-

1. M/s SAIGR IMPEX Pvt. Ltd.

- for information please

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राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
परियोजना प्रबंधन इकाई: चुंगी बड़ैथी निकट होटल आकाश गंगा, 423,
जिला - उत्तरकाशी 249193 (उत्तराखंड)

National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit:- Chungi Barethi, Near Hotel Akash Ganga,
Dist. Uttarkashi- 249193(Uttarakhand)

Mobile No: +918865944266, Email: gmputtarkashi@nhidcl.com&nhidcl.uttarkashi@gmail.com
वेबसाइट/Website: www.nhidcl.com

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Azadi Ka
Amrit Mahotsav

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NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
Project Management Unit - Uttarkashi
A Govt. of India Undertaking

CIN U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL/PMU-UKI/SAIGR/2022-23/374

Date: 20 July' 2022

To,

Executive Director (P)

Regional Office,

H.No.- C24, Ajabpur Kalan, THDCC

Dehradun-248121

Sub:- Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand- **Issuance of Completion Certificate- Reg.**

Ref: (a) Your Office letter no NHIDCL/RO-DDN/Additional Barethi/A-41/CORR/2020-21/2367 dated 12.07.2022

(b) This Office letter no NHIDCL/PMU-UKI/SAIGR/2022-23/346/01 dated 09.07.2022

Sir,

1. Please refer your Office letter under reference (a) vide which certain observations has been raised. The Para wise reply are as under:-

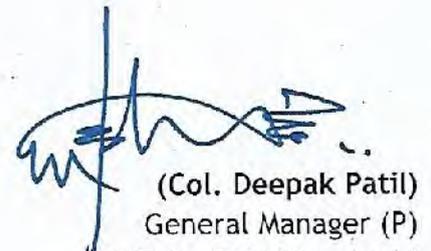
(a) Reply to Para 2 (a):- The point has been noted that the undersigned will issue the Completion Certificate to the Contractor as set forth in Schedule 'L' of the Contract Agreement after the approval of Competent Authority.

(b) Reply to Para 2 (b):- The details sought are attached as Annexure 'A' to this letter.

(c) Reply to Para 2 (c):- The requisite documents is attached as Annexure 'B' to this letter.

(d) Reply to Para 2 (d):- Please refer Annexure 'C'.

2. For your information and necessary action please.


(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi
deepak.patil71@gov.in

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424 PARMAR TESTING LAB & RESEARCH CENTRE 90

(ISO Certified & NABL Accredited Lab)

Doon University Road, Near Shiv Vihar, Mothorowala, Dehradun (UK), 248001

Mobile.: +91 9068697634, 635, 636 | Email.: parmartestinglabddn@gmail.com

www.parmarlabs.com

Annex A1

Test Report

Description of Sample: DBM Core	ULR No.: TC-786922000001024N
Sample Quantity: 03 Core	Report No.: PTLR/DDN/2022/190(02)
Sample Condition: Receipt as OK	Date of Receipt: 30/03/2022
Sample Plan & Sampling Method: NA	Date of Testing: 31/03/2022
Environment Condition (Temp. & Humidity): NA	Date of Report: 31/03/2022
Addition to, Deviation or Exclusion from the Method: NA	Page 1 of 1
Issued to: M/s Sai GR Impex Pvt. Ltd. 21, Anupam CGHS, Vasundhra Enclave Delhi-96.	

1. Chainage: 100+520 (LHS)

S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.55	IRC Sp-11
2.	Density, g/cc	2.272	ASTM D 2726
3.	Thickness, mm	77.8	By Vernier Caliper

2. Chainage: 100+520 (CENTRE)

S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.62	IRC Sp-11
2.	Density, g/cc	2.275	ASTM D 2726
3.	Thickness, mm	75.3	By Vernier Caliper

3. Chainage: 100+520 (RHS)

S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	4.58	IRC Sp-11
2.	Density, g/cc	2.280	ASTM D 2726
3.	Thickness, mm	76.5	By Vernier Caliper

Note: 1. The above test refers only to the Item tested.

2. Statement of Conformity & Decision Rule (In case of Borderline): NA

3. Opinion & Interpretations: NA

*****End of Report*****

Signature
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Checked & Issued by
Authorised Signatory

1. The result listed refer only to the tested samples and applicable parameters endorsement of product is neither enferred nor implied.
2. Total liability of our lab is limited to the invoiced amount.
3. Samples will be destroyed after 90 days from the date of issue of test report.
4. This report is not reproduced wholly or in part and cannot be used as an evidence in the court of law and should not be used in any



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(ISO Certified & NABL Accredited Lab)

Doon University Road, Near Shiv Vihar, Mothorowala, Dehradun (UK), 248001

Mobile.: +91 9068697634,635,636 | Email.: parmartestinglabddn@gmail.com

www.parmarlabs.com.

Annex - A2

Test Report

Description of Sample: BC Core	ULR No.: TC-786922000001025N
Sample Quantity: 03 Core	Report No.: PTLR/DDN/2022/190(03)
Sample Condition: Receipt as OK	Date of Receipt: 30/03/2022
Sample Plan & Sampling Method: NA	Date of Testing: 31/03/2022
Environment Condition (Temp. & Humidity): NA	Date of Report: 31/03/2022
Addition to, Deviation or Exclusion from the Method: NA	Page 1 of 1
Issued to: M/s Sai GR Impex Pvt. Ltd. 21, Anupam CGHS, Vasundhra Enclave Delhi-96.	

1. Chainage: 100+520 (LHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.53	IRC Sp-11
2.	Density, g/cc	2.328	ASTM D 2726
3.	Thickness, mm	42.4	By Vernier Caliper
2. Chainage: 100+520 (CENTRE)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.49	IRC Sp-11
2.	Density, g/cc	2.335	ASTM D 2726
3.	Thickness, mm	41.9	By Vernier Caliper
3. Chainage: 100+520 (RHS)			
S. No.	Parameter	Test Value	Method of Test ref to:
1.	Bitumen Content, %	5.51	IRC Sp-11
2.	Density, g/cc	2.329	ASTM D 2726
3.	Thickness, mm	43.8	By Vernier Caliper

Note: 1. The above test refers only to the Item tested.

2. Statement of Conformity & Decision Rule (In case of Borderline): NA

3. Opinion & Interpretations: NA

*****End of Report*****


true copy



Checked & Issued by
Authorised Signatory

1. The result listed refer only to the tested samples and applicable parameters endorsement of product is neither inferred nor implied.

2. Total liability of our lab is limited to the invoiced amount.

3. Samples will be destroyed after 90 days from the date of issue of test report.

4. This report is not reproduced wholly or in part and cannot be used as an evidence in the court of law and should not be used in any



PARMAR TESTING LAB & RESEARCH CENTRE

(ISO Certified & NABL Accredited Lab)

Doon University Road, Near Shiv Vihar, Mothorowaia, Dehradun (UK), 248001

Mobile.: +91 9068697634,635,636 | Email.: parmartestinglabddn@gmail.com

www.parmarlabs.com

Annx - 'B'

Test Report

Description of Sample: Bump Integrator Test		ULR No.: TC-786922000002608N	
Road Name: Barethi Dharasu Road NH-34		Report No.: PTLR/DDN/2022/204(16)	
Project: NIHDCL OPEN TUNNEL SITE BARETHI UTTARKASHI		Date of Survey: 12/04/2022	
From: Ch.	100+415	Date of Report: 13/04/2022	
To Ch.:	100+725	Page 1 of 1	
Direction:	Towards Uttarkashi		
Vehicle:	Bolero		
Operator:	Surjeet Rawat		
Comments:	Results obtained are good.		
Processing Interval:	104m	Assessment Fair:	2976-4687
Units:	Metric	Assessment Poor:	4687-8305
Result Type:	Bump Integrator Roughness	Assessment Bad:	Above 8305
Assessment Excellent:	Below 1369	Low Speed Correction Used:	Yes
Assessment good:	1369-2976	Lead in Used:	52m
Issued to: M/s Sai GR Impex Pvt. Ltd. 21, Anupam CGHS, Vasundhara Enclave Delhi-96.			

(Reference Code: IRC -SP-16:2004)

Section ID	Sub Distance	Total Distance	BI	Speed	Chainage	Layer
1	0.1	0.1	1622.8	41	100+430	BC TOP
1	0.2	0.2	1685.5	42	100+460	
1	0.3	0.3	1625.5	45	100+475	
1	0.4	0.4	1645.3	43	100+495	
			1644.77			
1	0.1	0.1	1585	42	100+520	BC TOP
1	0.2	0.2	1538	43	100+535	
1	0.3	0.3	1508.9	45	100+560	
1	0.4	0.4	1498	44	100+590	
1	0.5	0.5	1536	43	100+610	
			1520.22			
1	0.1	0.1	1540	45	100+635	BC TOP
1	0.2	0.2	1568	45	100+655	
1	0.3	0.3	1549	45	100+690	
1	0.4	0.4	1639	44	100+715	
			1574			

*****End of Report*****

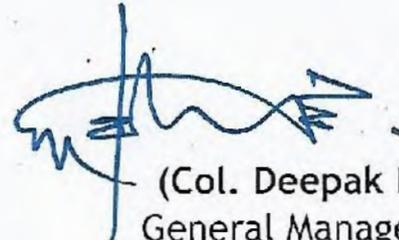
Checked & Issued by
Authorised Signatory
Manager

1. The result listed refer only to the tested samples and applicable parameters endorsement of product is neither entered nor implied.
2. Total liability of our lab is limited to the invoiced amount.
3. Samples will be destroyed after 90 days from the date of issue of test report.
4. This report is not reproduced wholly or in part and cannot be used as an evidence in the court of law and should not be used in any advertising media without our special permission in writing

Name of work: Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand.

CERTIFICATE

This is to certify that all the Quality Control Reports required for Issuance of Completion Certificate for the subject work has been carried out and all the relevant documents viz. Quality Assurance Plan (QAP), Calibration Certificate of Equipments, Monthly Progress Report (MPR) and Applicable Permits as per Schedule 'F' of the Contract Agreement has been compiled and ^{filed} file up at this Office for records.



(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi



NHIDCL/RO-DDN/Additional Barethi /A-41/CORR/22-23/ 2459

Dated: 08.08.2022

To

ED-III
HQ-NHIDCL
New Delhi

Sub:- Additional work for Construction of Landslide Protection Gallery, Slope Protection works including Cattle Fence, Restoration of Irrigation Channel and River Protection work at Bareti Uttarkashi from Km. 100.300 to Km. 101.060 of NH-34 on EPC Basis in the State of Uttarakhand- Issuance of Completion Certificate- reg.

Ref:

- i) PMU-UKI letter no. NHIDCL/PMU-UKI/SAI GR/20222-23/346/01 dated 09.07.2022.
- ii) This office letter no. NHIDCL/RO-DDN/Additional Barethi/A-41/CORR/2020-21/2367 dated 12.07.2022.
- iii) PMU-UKI letter no. NHIDCL/PMU-UKI/SAI GR/20222-23/374 dated 20.07.2022.

Sir,

1. Please refer letter under reference (i) on the above subject matter, vide which proposal for issuance of completion certificate received from PMU-Uttarkashi. This office has sought some compliance vide letter under reference (ii). Now, PMU Uttarkashi vide letter under reference (iii) has forwarded the proposal alongwith the compliances.
2. The details of subject project are as under:-
 - a) Appointed date is 31.08.2020, with construction period of 12 months.
 - b) 1st EOT approved upto 31.10.2021 and 2nd EOT approved upto 26.04.2022.
3. The subject work has been completed in all respect as on 28.04.2022 as certified by GM(P) cum AE.
4. As per Article 12 and schedule 'K' of the EPC contract agreement, tests on completion were carried out in presence of GM(P) cum AE and results were found in conformance with the requirement of contract Agreement.
5. Accordingly, a draft completion Certificate in respect of above mentioned project, duly recommended by PMU-Uttarkashi along with the following reports as per the Schedule-K are enclosed herewith. Video recording in Compact Disk will be forwarded to HQ-NHIDCL shortly via speed post/registered post.
 - a) Contractor request letter (Appendix 'A')
 - b) Punch list (Appendix 'B')
 - c) Environmental Audit Report (Appendix 'C')

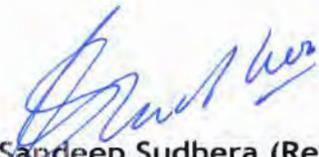

true copy



- d) Safety Audit Report (Appendix 'D')
- e) Authority Engineer Certificate (Appendix 'E')
- f) Visual and Physical Tests (Appendix 'F')
- g) Calibrated Bump Integrator Test (Appendix 'G')
- h) Test Reports (Appendix 'H')
- i) ED(P) Site Inspection Report (Appendix 'I')

6. It is submitted that Contractor is liable to comply all provisions of Article 14 and 15 of the Contract Agreement and the provisions of Schedule 'E' during defect liability period commencing from 29.04.2022.

7. In view of the above, based on the recommendation of GM(P) cum AE, it is recommended to consider the proposal for issuance of Completion Certificate to M/s SAI GR IMPEX Pvt. Ltd. with completion date as 28.04.2022. Accordingly, a Draft Completion Certificate is being forwarded for obtaining approval from the Competent Authority.


Col. Sandeep Sudhera (Retd.)
Executive Director (P)
Regional Office, Dehradun

Encl: As above

Copy to:-

1. GM(P), PMU-Uttarkashi - For information please.
2. DGM(T), HQ-NHIDCL - For information and necessary action please.
3. M/s SAI GR IMPEX PVT. LTD. - For information please.
4. Office Copy.


true copy

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)
परियोजना प्रबंधन इकाई: चुंगी बड़ैथी निकट होटल आकाश गंगा,
उत्तरकाशी- 249193 (उत्तराखण्ड)

430

75
Azadi Ka
Amrit Mahotsav

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NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
Project Management Unit - Uttarkashi
A Govt. of India Undertaking

National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit:- Chungi Barethi, Near Hotel Akash Ganga,
Dist. Uttarkashi- 249193(Uttarakhand)

Mobile No: +918865944266, Email: gmputtarkashi@nhidcl.com & nhidcl.uttarkashi@gmail.com
वेबसाइट/Website: www.nhidcl.com

CIN U45400DL2014GOI269062

सांख्यिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

Date: 17 Aug'2022

NHIDCL/PMU-UKI/SAIGR/2022-23/440

To,

M/s SAI GR IMPEX Pvt. Ltd.
3rd Floor, C-5, Sector-6,
Noida-201301

Sub:- Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand - **Issuance of Completion Certificate- Reg.**

Sir,

1. Please refer Regional Office, Dehradun letter no NHIDCL/RO-DDN/Additional Barethi/A-41/CORR/22-23/2469 dated 12.08.2022 vide which approval of HQ NHIDCL has been conveyed for issuance of Completion Certificate to M/s SAI GR IMPEX Pvt. Ltd. with completion date 26.04.2022.
2. In this regard please find attached Completion Certificate for your information please.

(Col. Deepak Patil)
General Manager (P)
NHIDCL, PMU-Uttarkashi
deepak.patil71@gov.in

Copy to:-

1. Executive Director (P), RO Dehradun
2. Office copy.

- for information please.

Amesh
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राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

431

परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

प्रबंधन इकाई:- चुंगी बड़ेथी, निकट होटल आकाश गंगा,

उत्तरकाशी 249193 (उत्तराखण्ड)

National Highways & Infrastructure Development Corporation Ltd.

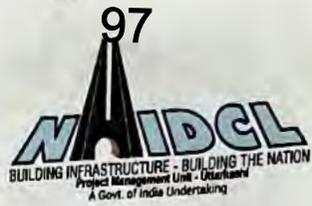
(Ministry of Road, Transport & Highways, Government of India)

Project Management Unit- Chungi Barethi, Near Hotel Akash Ganga,
Dist. Uttarkashi- 249193 (Uttarakhand)

Mobile No: +918865944266, Email: gmputtarkashi@nhidcl.com & nhidcl.uttarkashi@gmail.com

वेबसाइट/Website: www.nhidcl.com

सार्वजनिक क्षेत्र का उपक्रम



CIN U45400DL2014GOI269062

A PUBLIC SECTOR UNDERTAKING

SCHEDULE - 'L'

(See Clause 12.2 and 12.4)

COMPLETION CERTIFICATE

1. I, Col Deepak Patil, General Manager (P), PMU Uttarkashi NHIDCL, acting as Authority's Engineer under and in accordance with the Agreement dated 21.08.2020 (the "Agreement"), for "Construction of landslide protection gallery, slope protection works including cattle fence, restoration of irrigation channel, drinking water supply line and river protection work at Barethi, Uttarkashi from Km 100.300 to Km 101.060 of NH-34 on EPC basis in the state of Uttarakhand." (the "Project") on EPC mode through Engineering, Procurement and Construction (EPC) Basis Contract through M/s SAIGR IMPEX Pvt. Ltd. (Name of Contractor), hereby certify that the Test in accordance with article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the project Highway is hereby declared fit for entry into operation on this the 28 day of April 2022. Scheduled completed date for which is 26 day of April 2022.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority by;
(Signature)

Col Deepak Patil
(Name)

Gm (Project) &
(Designation) Auth Engineer

(Address)

PMU Uttarkashi

true copy



NHIDCL/RO-DDN/Additional Barethi /A-41/CORR/22-23/ 2469

Dated: 12.08.2022

To

General Manager (Projects)
PMU-Uttarkashi, NHIDCL

Sub:- Additional work for Construction of Landslide Protection Gallery, Slope Protection works including Cattle Fence, Restoration of Irrigation Channel and River Protection work at Barethi Uttarkashi from Km. 100.300 to Km. 101.060 of NH-34 on EPC Basis in the State of Uttarakhand- Issuance of Completion Certificate- reg.

Ref: HQ NHIDCL letter no. NHIDCL/Addlwork/Barethi/Uttarkashi/NH-34/2020/1535 dated 12.08.2022 (Copy enclosed).

Sir,

1. Please refer letter under reference on the above subject matter vide which Competent Authority has approved the proposal for issuance of Completion Certificate to M/s SAI GR IMPEX PVT. LTD. with completion date as 28.04.2022.
2. Further, Competent Authority has directed to formulate/ prepare the draft Supplementary Agreement for handing over the subject work to Border Roads Organization (BRO) for maintenance and future development purposes.
3. This is for your information and further necessary action please.

12/08/22

(Prem Chand)
DGM (P), NHIDCL
RO-Dehradun

Encl: As above

Copy to:-

1. DGM(T), HQ-NHIDCL - For information please.
2. M/s SAI GR IMPEX PVT. LTD. - For information please.
3. Office Copy.

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मार्ग एवं अवसंरचना विकास निगम लिमिटेड

राजमार्ग मंत्रालय, भारत सरकार
पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



आज़ादी का
अमृत महोत्सव



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Addlwork/Bareti/Uttarkashi/NH-34/2020 /1535

12.08.2022

To,

The Executive Director (Project),
H.No. C-24, Ajabpur Kalan, THDC Colony,
Dehradun - 248121

Sub: Additional Work for Construction of Landslide Protection Gallery, Slope Protection works including Cattle Fence, Restoration of Irrigation Channel, drinking water supply line and River Protection Work at Bareti, Uttarkashi from Km 100.300 to km 101.060 of NH-34 on EPC basis in the State of Uttarakhand. Issuance of completion certificate -reg

Ref: Letter no. NHIDCL/RO-DDN/Additional Barethi/A-41/CORR/22-23/2459 dated 08.08.2022

Sir,

Please refer to the subject cited above and the letter under reference. The approval of the Competent Authority is hereby conveyed for issuance of Completion Certificate to the subject EPC Contractor i.e. M/s SAI GR Impex Pvt. Ltd. with date of completion as 28.04.2022.

2. It is requested to impose/recover applicable Liquidated Damages from the subject contractor, if any, in accordance with the provisions of the Contract Agreement.
3. Further, it is also requested to formulate/prepare the draft Supplementary Agreement for handing over the subject work to Border Roads Organization (BRO) for maintenance and future development purposes.
4. This is for your kind information and necessary actions at the earliest.
5. This issues with the approval of the Competent Authority.

Yours Sincerely,


(V. Jaiswal)
DGM(Tech)


true copy











439



Avneesh Garg <avneesh.legal@gmail.com>

OA NO. 689 OF 2023 TITLED AS "SANJAY KUMAR VS UNION OF INDIA & ORS."

1 message

Avneesh Garg <avneesh.legal@gmail.com>

Mon, Feb 26, 2024 at 3:30 PM

To: secy-road@nic.in, secy-moef@nic.in, emailtogkb@gmail.com, cs-uttaranchal@nic.in, "pccfuk@gmail.com" <pccfuk@gmail.com>, pccf-forest-uk@nic.in

Sir,

Please find attached the Advance Service of Reply and Applications on behalf of Respondent No. 3 in the captioned matter.

Kindly acknowledge the receipt of the same.

Regards,

Avneesh Garg

Advocate

Mob. No. 9818479699

 Reply of Respondent No.3 to OA.pdf

 **Application on behalf of R3.pdf**
1029K