

BEFORE THE NATIONAL GREEN TRIBUNAL
 PRINCIPAL BENCH, NEW DELHI
 EXECUTION APPLICATION No. 32 OF 2016
 IN
 APPLICATION No. 295 OF 2016

IN THE MATTER OF:-

Amresh Singh ...Applicant

VERSUS

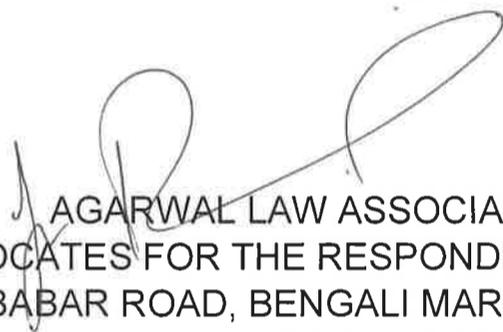
Union of India & Ors. ...Respondents

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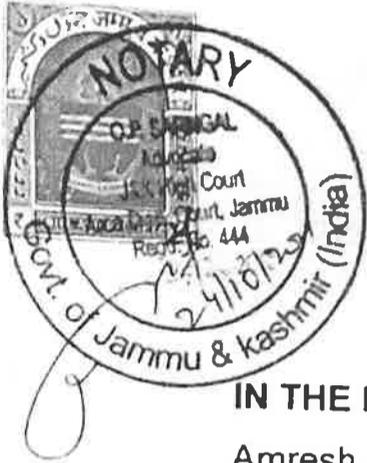
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NEW DELHI
 DATED: 25.10.2021

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EXECUTION APPLICATION No. 32 OF 2016
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...Respondents

REPLY AFFIDAVIT ON BEHALF OF RESPONDENT No.6
HINDUSTAN CONSTRUCTION COMPANY TO THE
COMPLIANCE REPORT DATED 01.10.2021 FILED BY NHAI

MOST RESPECTFULLY SHOWETH:-

I, Isaac Joseph, aged about 57years, working as Project Director duly authorized signatory of the Respondent No. 6 Company, having its office at Hincon House, LBS Marg, Vikhroli West, Mumbai 400083, presently in Jammu do hereby solemnly affirm and state as under:

1. I say that I am working as Project Director. I am fully conversant with the facts and circumstances of the instant case and am fully competent and authorized to sign verify

S no. 116
24-10-2021

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and file the present Affidavit. I have been duly authorized in this regard vide Power of Attorney dated 11.11.2020 in my favour. The copy of the Power of Attorney dated 11.11.2020 is annexed herewith as ANNEXURE R-1.

2. I say that I have read the contents of the compliance Report dated 01.10.2021 filed by NHAI ('the Compliance Report') under reply and at the outset deny each and every averment made by NHAI in the said Application, save and except what has been specifically accepted herein below. I say that the Respondent No.6/ Answering Respondent denies the averments and contents of the said Compliance Report and nothing contained therein may be deemed as admitted by the Answering Respondent merely for the want of specific traverse.



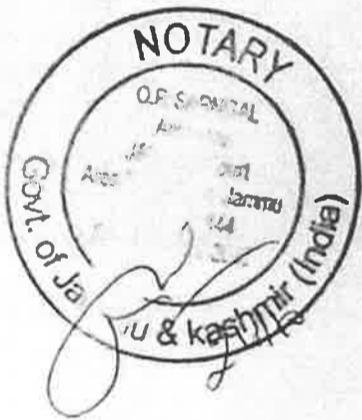
PARAWISE REPLY

3. The contents of Para 1-4 of the Compliance Report are matter of record and hence needs no reply.

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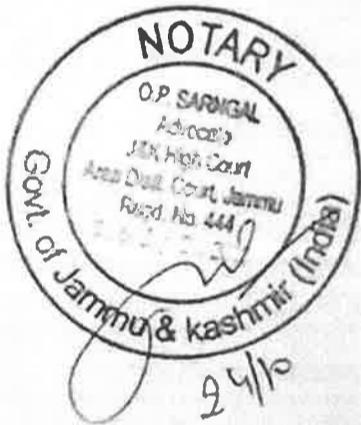
4. The contents of Para 5 as stated are not admitted as correct and are therefore denied. Despite repeated requests the appropriate authorities has failed to issue appropriate instructions to provide the requisite dumping sites to the Respondent No.6 to enable the Respondent No.6 to effectively dump the muck and the excavated stones and boulders while carrying out the project assigned to the Respondent No.6. This factum has repeatedly come in various reports that the dumping sites have not been made available to the respondent No 6. In the absence of sufficient government approved dumping yards being provided to the Respondent No.6 despite several requests, the Respondent No.6 was constrained to arrange for various private dumping yards for the project. Because of the geological conditions and the terrain between Ramban- Banihal being most difficult, occurrence of the landslides is a common feature. It was because of this reason that the Respondent No 6 had recommended for change in the scope at the initial stages/beginning of



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the Project, so that the recurrence of the landslide could be avoided. However, while the scope of the work awarded continued to remain same, there were frequent landslides, much of them not related to the work being carried out by Respondent No 6, as a result of which the muck and debris, required to be dumped/removed resulting in the capacity of the said dumping sites getting exhausted over the period of time. As stated in the report dated 17.03.2020 by the Monitoring Committee and as also acknowledged by this Hon'ble Tribunal that the number of designated dumping sites provided by forest department/administration to the Respondent No.6 are not sufficient to accommodate the anticipated quantity of the excavated stones, boulders and muck. The said report is already on record and the contents of the same are not being repeated herein for the sake of brevity. Further due to frequent occurrence of landslides and weather conditions in the site area, most of the dumping areas are filled up with the debris occurring due to the said

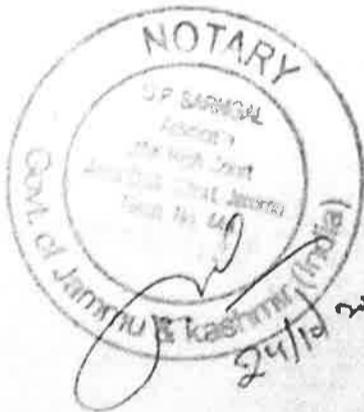


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landslides. The Monitoring Committee, in its report dated 17.03.2020, has also recommended that new dumping sites be identified and allocated to the Respondent No.6 by the local forest department for dumping the muck in future. The Respondent No.6 has also on several occasions sought the allotment of additional dumping sites from the authorities but till date no such additional sites have been allocated to the Respondent No.6.

5. The contents of Para 6 of the Compliance Report are denied being vague, and unsubstantiated, except the fact about the ongoing monsoons. The allegations are bald averments without providing any details as to the dates of visit to the site or the steps taken for remediation/rehabilitation efforts etc. To the best of my knowledge the visit of NHA1 pertained to evaluate the progress of work, being executed by Respondent No 6 and not as otherwise mentioned in paragraph under reply.



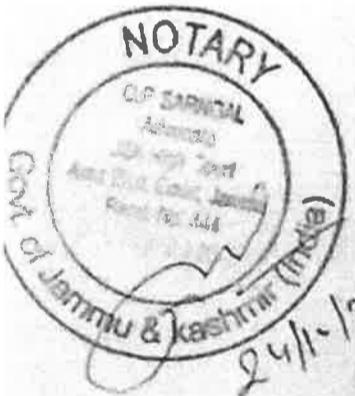
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6. The contents of Para 7 - 8 of the Compliance Report are denied for the want of knowledge.
7. The contents of Para 9 of the Compliance Report are matter of record and needs no reply, except that the said tender has been floated at the risk and cost of the Respondent No.6 herein. However, it is denied that any risk and cost can be imputed upon Respondent No 6, when the authorities have failed to provide dumping yards, despite various directions.
8. The contents of Para 10 of the Compliance Report are denied for the want of knowledge.
9. The contents of Para 11 are incorrect, misleading, and hence denied. It is denied that there have been deficiencies in the work executed by the Respondent No.6. The Respondent No.6 has been earnestly complying with the directives/ recommendations of Hon'ble NGT issued vide its order dated 20.03.2020. The observations and suggestions mentioned in the report submitted before



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this Hon'ble Tribunal during the site visit for Ramban-Banihal segment has been duly taken cognizance of by the Respondent No.6 and is also being worked upon diligently. The disposal activities of excavated muck are being strictly undertaken in designated dumping sites and no dumping is being carried out in the dumping sites which have attained their full capacities. The same can be confirmed from the bare perusal of the recording made by the Monitoring Committee in its report dated 17.03.2020, where the Monitoring committee has recorded that "*There is no current violation in regard of dumping of muck/debris.*" The Respondent No.6 continues to follow all the suggestions and recommendations put forth by the Monitoring Committee and has not undertaken any activity which is in contravention to the said suggestions and recommendations. The Respondent No.6 has been regularly doing the rehabilitation work of planting trees and shrubs in all the filled up private dumping yards, making all

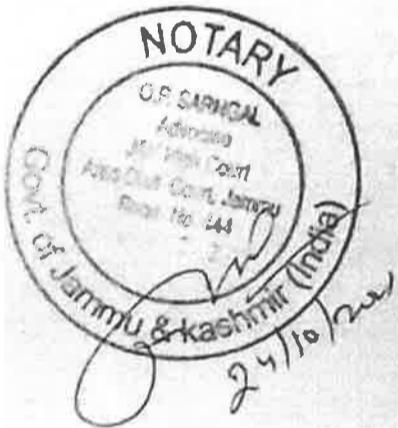


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possible efforts to rehabilitate the said areas at the earliest.

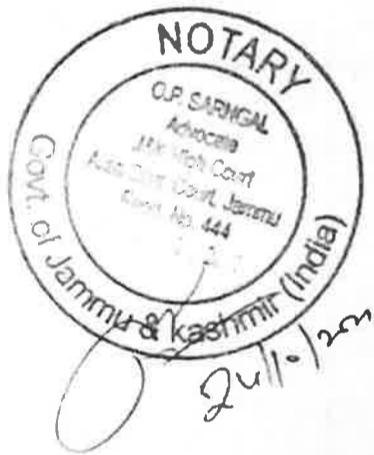
Further, the Respondent No.6 has also undertaken repair of all the damaged gabion walls and also constructed new gabion walls as and where the same was required and necessary and the same can be ascertained from the various photographs taken at the site and enclosed herewith. However, due to poor geology and inclement weather coupled with heavy rainfall as witnessed in the last week of August 2020, huge voluminous landslides have been witnessed coming from heights. Such landslides and continuous shooting stones not only damaged the gabion walls repaired and constructed but also resulted in covering the carriageway and part of the debris overflowing to valley side. The debris thus overflowed has led to formation of heaps at many places on valley slopes. Many such instances have been brought to the attention of Authority from time to time and Authority Engineer's attention. The Authority and Authority's



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Engineer are well aware that majority of the Project duration has passed in landslide removal. Majority of the project duration, subsequent to the commencement of work at the site and rainfalls, was spent on removal of debris from landslides to clear and open the carriageway for traffic movement. It is well-known fact that in event of landslides, the traffic piles up to kilometers and in such situation dumped muck cannot be hauled to designated places rather be dumped at the location of slide on instant verbal orders from Traffic Authorities and District Administration to clear the road for traffic movement. The Respondent No.6 cannot be blamed in this regard. The fact about the area being extremely prone to landslides and heavy rainfall can also be ascertained from the observations made by the Monitoring committee in its report dated 17.03.2020 wherein it has been stated as under:

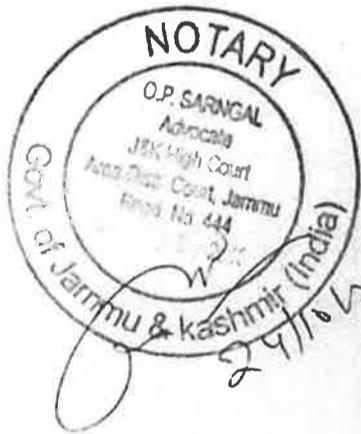


“....nowhere muck is directly being dumped into rivers except in cases of sudden landslide due to

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aberrant weather conditions when contractors are asked by the local authority to clear the road immediately for traffic. This has resulted 3-4 illegal muck dumping sites particularly between Ramban to Banihal where blaming NHAI or its contractors is not justified".

The Respondent No.6, has been working diligently to reconstruct the damaged gabion walls and taken all the necessary precautions so as to avoid any further damage to the environment, as had resulted due to the heavy rainfall in the area.



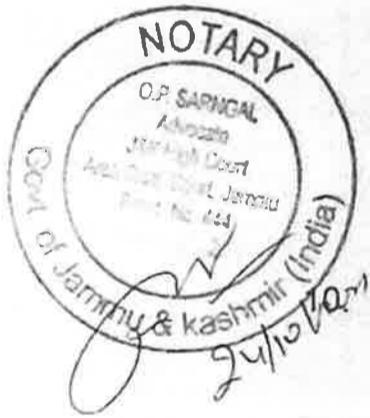
Being a prudent contractor, the Respondent No.6 has been strictly adhering to the directives/ recommendations issued by Hon'ble NGT vide its report dated 20.03.2020 as also in the various other reports submitted by the Monitoring Committee to maximum possible extent. The Respondent No.6 had been diligently taking up the rehabilitation works at all fronts including plantation as well as vegetation. However, the rehabilitation of the private dumping yards was stalled from last week of March 2020 till July 2020 on

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account of the country-wide lockdown, where all the work at the site including the rehabilitation work had to be stopped on account of no labour being available. The said rehabilitation work restarted in the month of August 2020. However, the heavy rains at these locations in the last week of August 2020 have further damaged the completed works of plantation. The Respondent No.6/Answering Respondent has once again undertaken the restoration works which were very close to completion. In fact the Respondent No.6 has written a letter to District forest Officer on 08.08.2020 seeking Saplings for plantation. The copy of the letter dated 08.08.2020 is annexed herewith as

ANNEXURE R - 2.

While the Respondent No.6 is in its best efforts to ensure compliance, on account of the unexpected rainfall and landslides, much of the work undertaken by the Respondent No.6 gets damaged. The Contractor/ Respondent No.6 has taken all possible measure to prevent the muck slipping into the river by construction of



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gabion toe walls. It also intended to grow vegetation on the said slopes so that the filled material on such slopes does not surge into the river running beneath and the plants holds on to the said soil and much thereby preventing any spillage in the rivers. However, certain recommendations by the Hon'ble NGT such as construction of RCC Retaining walls at the slopes of dumping yards are not feasible due to the prevailing geotechnical conditions which were also informed to the visiting committee. The prevailing geotechnical conditions does not support the proposal of firm foundations for RCC wall without compromising other engineering factors such as flow of stream, lateral pressure of the retained earth, base width of the foundations for RCC retaining walls etc. The width of foundation of the RCC wall at the bottom will have to be very wide in proportion to height of wall. Excavation of such foundations is impossible unless considerable area within the stream is encroached which may change the natural course of the river and further cause extra



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turbulence resulting in erosion of shores. Further, it is also submitted that concrete is impervious and raising and retaining a concrete retaining wall in the hilly mountain region would result in not allowing the water to pass through and getting retained behind the concrete, which in turn would result in allowing the said water to ingress in deep foundation of the retaining wall putting a higher pressure on the said concrete wall and thereby causing damage to the foundation of the said wall. Another disadvantage is that no plantation can be done in the area where concretization is done. Concrete is more environmentally damaging since it results in global warming. However, other alternate measures such as strengthening of Gabion walls, maintaining angle of repose on slopes of dumped muck, construction of berms and benches, fencing etc. was undertaken. The Respondent No.6 constantly constructed the Gabion walls in the said areas and also repaired the same on regular basis and as and when the need arises to retain earth/ muck being dug



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out and preventing the same from being dumped into the water bodies. Further, as stated above, the Respondent No.6 also took all possible efforts to restore and rehabilitate the dumping sites as and when they attain their full capacity. Thus, it can be seen that the Respondent No.6 has taken all due precautions and has made and undertaken all possible efforts to the best of its ability to comply with the directions and various recommendations passed by this Hon'ble Tribunal and the various committee reports. The Respondent No.6 further states that the works which have been carried out by the Respondent No.6 at the site are clearly evident from the photographs being filed and also from the sheet of Status of Rehabilitation of Dumping Yards in compliance to NGT orders and the status report pertaining to the same has been supplied to the NHA on regular basis by the Respondent No.6.

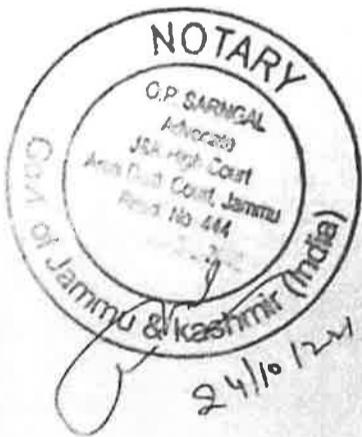


11. The contents of Para 12 of the Compliance Report are denied to the extent that the Termination Notice issued to

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the Respondent No.6 was on account of the alleged willful in-action on the part of the Respondent No.6. The termination has nothing to do with the NGT proceedings. NHAI has deliberately not placed on record the Notice dated 12.06.2021 reflecting its intention to terminate the contract executed between NHAI and the Respondent No.6. There is no whisper of the present proceedings in the said notice. A bare perusal of the said notice would reveal that there are allegations that the Respondent No.6 has failed to achieve the milestones and the quality of the work done not being as per specifications. These allegations are not at all admitted and have been duly replied. In response to the said Notice, the Respondent No.6 filed a detailed replies vide its letters dated 16.06.2021 and 21.06.2021, detailing out all the relevant facts therein as the allegations raised in the Notice dated 12.06.2021, the contents of which are not being repeated herein for the sake of brevity. The copies of the Notice dated 12.06.2021 and the replies dated 16.06.2021 and 21.06.2021 are

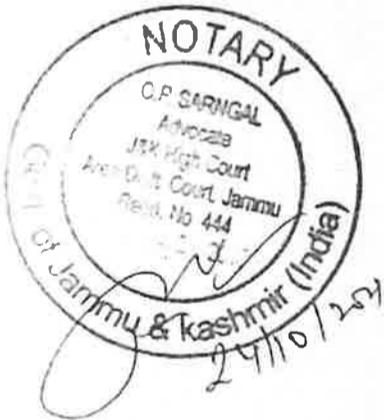


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annexed herewith as ANNEXURE R- 3(Colly.) for ready reference of this Hon'ble Tribunal.

12. It is denied that the contract has been terminated on account of any of the reasons pertaining to the NGT. It is stated that contract was terminated on account of alleged slow progress of work on the said Project, which in fact is not admitted. NHAI was in fact considering realignment, therefore the allegation of slow progress could not be made actionable against the Respondent No.6. Further the slow progress, if any, as alleged is on account of design challenges due to geological conditions which was being rectified by realigning the project stretch and introducing new structures. Fundamentally, the realignment proposals are being introduced now to alleviate the frequent disruption in traffic due to uncontrollable landslides of huge nature. Also, the Project stretches were not free of encumbrances and encroachments. Further, it is submitted that, the Respondent No.6 had in fact been consistently cautioning about the need for change in scope



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of the works at many locations right from the beginning. If any works were executed in the said realigned stretches (which NHAI had accepted very late) it would have only resulted in the wastage of the public money as the said stretches had to be abandoned and new change in scope had been ordered later. Further on 22.07.2021, NHAI debarred M/s Louis Berger Group JV with LRP Consultants Consortium Pvt. Ltd. and Association with L&T Ramboll Consulting Engineers for one year for taking up any DPR project of Ministry, including that by NHAI & NHIDCL, accusing the said agency of submitting defective DPR for the Four Laning of Ramban to Banihal Section of NH-IA from Km, 151.00 to 187.00 on EPC mode in the UT of Jammu & Kashmir. No heed was paid to proposals for realigning given by the Respondent No.6 at the initial stages/beginning therefore, the Respondent No.6 could not be blamed.

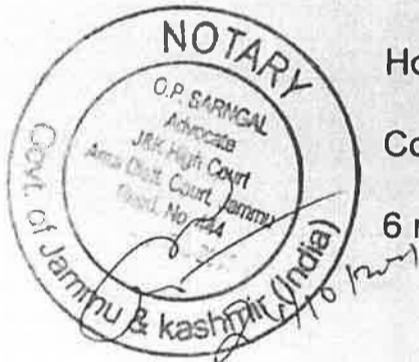


13. It may be pertinent to point out that on 16.03.2017 Collector, Land Acquisition issued letter stating that the

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stretch from Ramban to Banihal is a slide prone area, which is extremely hilly and fragile and which is on an incline and that the occurrence of any landslide immediately results in blockage of the roads thereby, rendering the roads unsuitable for any traffic. The letter dated 16.03.2017 finds mentioned in letter dated 18.02.2019 which is annexed herewith as ANNEXURE R - 4.

14. I state that Respondent No.6 has been complying with the orders of the tribunal. In this regard, attention of this Hon'ble Tribunal is drawn towards letter from Deputy Commissioner, Ramban dated 14.01.2020, wherein Para 6 reads as under:-



“The Contractor, HCC, although, has stopped fresh cutting works on this section for nearly a year, now, there still does not seem to be any respite from disruption in movement of vehicles due to several landslides and shooting stones especially in Maroog, Digdole, Panthyal, Mompassi and Gangroo areas” (Emphasis added).

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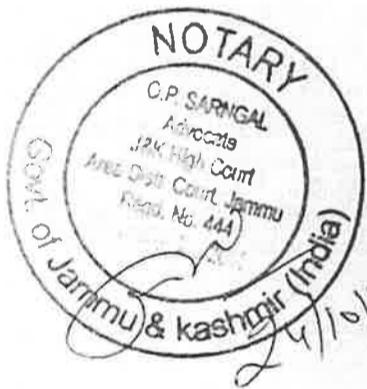
Para 5 of the said also acknowledges the fact that the ***“Ramban Banihal section is very vulnerable and shows very heavy activity of landslides and shooting stones areas due to its topography” (Emphasis added)***. Although the aforementioned letter is dated 14.01.2020, however, as stated above the Respondent No.6 herein had raised concern about the said geotechnical issues even at the commencement of the project and also suggested suitable technical options under Change of Scope proposals to mitigate the said challenges being faced due to the fragile geological conditions and to ensure that the highway remains an “all weather highway” which would be safe for the road commuters. The copy of the letter dated 14.01.2020 is annexed herewith as **ANNEXURE R -5**.



15. It is also pertinent to mention that Collector Land Acquisition, (Additional Deputy Commissioner), Ramban in its letter no 957-64/ACQ/NHA1 dated 16.03.2017 has also acknowledged the criticality of the existing alignment and

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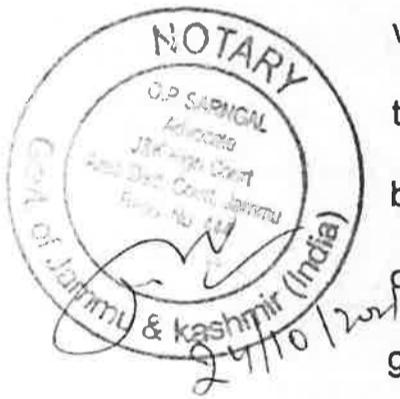
consequently proposed for incorporating additional tunnels in the existing alignment. It is worthwhile to submit that even District Development Commissioner, Ramban vide its letter dated 18.02.2019 recommended to include additional tunnels as part of realignment proposal to avoid the fragile strata. The copy of the said letter dated 18.02.2019 is annexed herewith as **ANNEXURE R - 6**. It is only in June 2020 i.e. after almost 6 years of executing the contract, that it has been realized that the original alignment cannot be performed to build a safe all weather highway free from landslides, shooting stones, snow-fall related difficulties etc., and accordingly, it was decided to realign the highway for 50% length of the project on 12.06.2020, when a new DPR Consultant was recently appointed. The copy of the letter dated 12.06.2020 is annexed herewith as **ANNEXURE R- 7**. Consequently vide its letter NHAI/PIU-Ramban/2019/11001/4263 dated 16.07.2020 HCC was advised to suspend the works at several locations. The realignment proposals by the new



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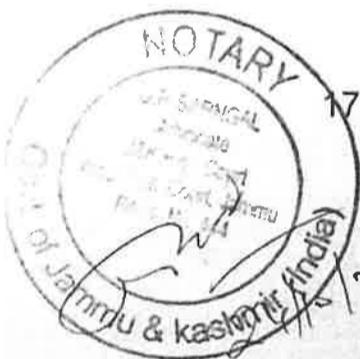
DPR consultant are mostly similar to the proposals submitted earlier by Respondent No.6. The copy of the letter dated 16.07.2020 is annexed herewith as **ANNEXURE R - 8.**

16. Further, it is to be noted that the said Ramban Banihal area witnesses around as many as 50-60 nos. of landslides (moderate and major) every year. During such landslides, soil mass and heavy boulders fall into the valley or are carried by the resultant floods in the stream, thereby, causing damage to the gabion walls which have been built by Respondent No.6 herein to prevent any damage to the valley/ river flowing therein. In fact, the gabion walls situated at most of the dumping sites visited by the Committee were badly damaged on account of unprecedented rainfall and resulting landslides/ slips which took place between 10.12.2018 and 13.12.2018. In no way this high number of landslides can be attributed to the road construction activity. The fact about the area allotted to the Respondent No.6 being a highly landslide prone area can



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also be ascertained from the bare perusal of the letter dated 18.02.2019 issued by the Addl. Deputy Commissioner, Ramban wherein the fact about that the site, especially the areas in Maroog, Digdole, Panthyal, Mompassi and Gangroo district, being highly prone to landslides has been duly acknowledged. The said letter also acknowledges that the occurrence of any landslides immediately results in blockage of the roads thereby, rendering the roads unsuitable for any traffic. The copy of the letter is annexed herewith as ANNEXURE R - 9.



17. The Respondent No.6 states that vide various correspondences, it has periodically updated/intimated about the progress of the restoration works and other protection works being carried out by it, as also about the corresponding impediments being faced by it during execution of the said works and achieving progress in the work as per the directions of Hon'ble NGT. Copies of the said correspondences dated 08.02.2021, 12.02.2021, 01.03.2021 and 15.04.2021 were also marked to J&K

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Pollution Control Board for information. The copies of the various correspondence dated 08.02.2021, 12.02.2021, 01.03.2021 and 15.04.2021 along with the status reports submitted by Respondent No.6 are being annexed herewith as ANNEXURE R - 10(colly.). The Respondent No.6 further states that vide letter dated 24.04.2019 the Respondent No.6 had intimated the compliance measures to the recommendations of Monitoring Committee and had also highlighted that some of the recommendations are practically difficult to implement due to the geological and terrain problems. Nevertheless, Respondent No. 6 has been dutifully complying with the recommendations of Monitoring Committee to restore the natural flora and fauna of the project stretch. Several correspondences regarding the rehabilitation works under progress, along with relevant photographs, detailed status reports of dumping yards showing the compliance were also submitted on interim basis to NHAI for proper tracking and monitoring of the restoration works. The copy of the letter



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dated 24.04.2019 is annexed herewith as ANNEXURE R - 11.

18. The Respondent states that, the entire stretch of project length, barring very few locations, are highly prone to huge repetitive landslides and shooting stones due to extremely poor geological conditions of the strata. The same has also been reflected in the report dated 05.02.2020 by the Monitoring Committee, which is already on record. Owing to this, there have been continuous landslides and shooting stones along the project stretch since inception till date. It is stated that the landslide debris naturally slides down in the adjacent valley, however, due to poor geology and inclement weather coupled with heavy rainfall often witnessed at the site, resulting in huge voluminous landslides coming from heights. Such landslides and continuous shooting stones not only damage the gabion walls constructed and repaired from time to time but has also resulted in covering the carriageway and part of the debris overflowing to valley side. The debris thus



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overflowed has led to formation of heaps at many places on valley slopes. Many such instances have been brought to the attention from time to time to the Authority's Engineer's attention.

19. The Respondent No.6 states that it is well-known fact that in event of landslides, the traffic piles up to kilometres and in such situation muck falling on the existing road from landslides, cannot be hauled to designated places rather be dumped at the location of slide on verbal orders from Traffic Authorities and District Administration to clear the road for traffic movement. Respondent No.6 further states that they are in a helpless situation there and shall not be blamed in this regard.

20. Respondent No.6 states that vide letter ref. No.HCC/RBRP/2021-22/3732 dated 08.06.2021 to Member Secretary, J&K Pollution Control Board, Jammu it informed Member Secretary stating that they are complying with all contractual and other Government



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directives. The submissions in said letter dated 08.06.2021 and attached annexures thereto is evidence, that the Respondent No.6 is pursuing its best efforts to comply with the directives and recommendations of Hon'ble NGT. The copy of the said letter was also marked to the NHAI and its Engineer. The copy of the letter dated 08.06.2021 is annexed herewith as ANNEXURE-12. However, NHAI has proceeded to issue the Termination Notice to the Respondent No.6 thereby terminating its contract, without paying any heed to and without taking into consideration the replies filed by the Respondent No.6. The Respondent No.6 reserves its rights to contest the same.



21. The contents of Para 13 needs no reply as the same do not pertain to the Respondent No.6.
22. The contents of Para 14 -15 are matter of record and needs no reply. However, it is vehemently denied that the costs paid/deposited by the NHAI with Respondent No.7 are at the risk and costs of the Respondent No.6. It is

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denied that there is any lapse on part of the Respondent No 6 as being alleged or that the Respondent No.6 can't be held liable for the said alleged lapses and failure.

23. The contents of Para 16 – 18 are denied to the extent that the NHAI is committed to ensure control any adverse impact on the flow of river Chenab and other alleged responsibilities.

I say that the Respondent No.6 has neither violated any environmental laws nor has caused any damage to the ecology and has the utmost respect for the Environment.

Through its conspicuous efforts, the Respondent No.6 has taken steps to safe guard the environment as also the river running along the stretch awarded to the Respondent No.6.



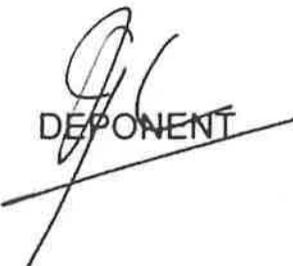

DEPONENT

VERIFICATION

I, above named Deponent do hereby verify on this 24th day of October 2021 at Banihal, District Ramban, Jammu and Kashmir

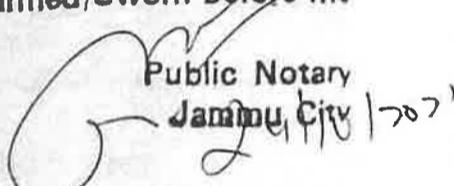
762

that the facts stated herein above are true and correct to my information and knowledge and no part of it is false and nothing material has been concealed therefrom.


DEPONENT



Solemnly Affirmed/ Sworn before me


Public Notary
Jammu City 1707

IDENTIFIED
Suman
Adv.

Suman Sharma.

763



सत्यमेव जयते

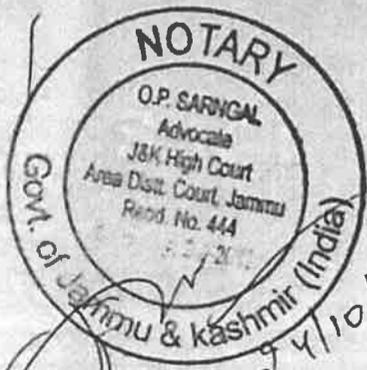
INDIA NON JUDICIAL
Government of Jammu and Kashmir
e-Stamp

Certificate No. : IN-JK29218999763049T
Certificate Issued Date : 24-Oct-2021 11:21 AM
Account Reference : NEWIMPACC (SV)/ jk12529204/ JANIPUR/ JK-JM
Unique Doc. Reference : SUBIN-JKJK1252920455990254602479T
Purchased by : isaac joseph project director hcc 472a g n jammu
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : isaac joseph project director hcc 472a g n jammu
Second Party : Not Applicable
Stamp Duty Paid By : isaac joseph project director hcc 472a g n jammu
Stamp Duty Amount(Rs.) : 10
(Ten only)



Surinder Kumar
STAMP VENDOR
Distt. Court Janipur, Jammu
L. No. 15/16 (E-Stamping)

-----Please write or type below this line-----



KC 0020724478

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shikhaStamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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ANNEXURE-A-1

HCC

November 11, 2020

**Mr. Isaac Joseph
Project Director – Roads**

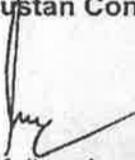
Dear Sir,

In order to enable you to discharge your functions efficiently and effectively, you have been granted a Power of Attorney (POA), on the terms and conditions mentioned therein. The exercise of powers under this POA shall be subject to the policy of the Company for issuance of POA, as published on the intra net of the Company. By accepting this POA, you agree and undertake to abide by the said policy of the Company.

In the event of any misuse of the authority conferred to you under the POA or breach of any of the terms of the POA therein, the Company shall have all the rights to take appropriate disciplinary action against you including civil and criminal action, as per the law of land, at your cost.

We request you to acknowledge receipt of this letter and confirm your acceptance of the terms and conditions thereof.

For Hindustan Construction Co. Ltd.,



Vithal P Kulkarni
Company Secretary &
Constituted Attorney

I confirm acceptance of the terms and conditions of the above letter



Isaac Joseph
Project Director – Roads

HCC

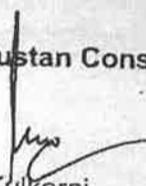
Certified True Copy of the Resolution passed by the Authorisation Committee at its Meeting held on 21st October, 2020

"RESOLVED THAT a Power of Attorney as per the draft placed before the Committee be and is hereby granted in favour of **Mr. Isaac Joseph, Project Director – Roads** to act on behalf of the Company, for the Project **"Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the Union Territory of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract"** and for dealing with other matters as specified in the draft of the said Power of Attorney.

RESOLVED FURTHER THAT the Power of Attorney be executed under the Common Seal of the Company and the same be affixed in the presence of Constituted Attorney of the Company, who shall sign the same in token thereof.

RESOLVED FURTHER THAT copy of the foregoing resolution certified to be true, be furnished to the concerned authorities / person in connection with implementation of this resolution".

For Hindustan Construction Co. Ltd.


Vithal P. Kulkarni
Company Secretary

Date: November 11, 2020

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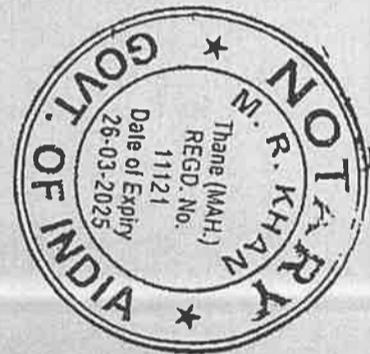
महाराष्ट्र MAHARASHTRA

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BA 253843



जिल्हा काश्मीर कार्यालय, काश्मीर
 19 OCT 2020
 मुद्रांक प्रमुख लिपीक / लिपीक



POWER OF ATTORNEY

KNOW ALL MEN, BY THESE PRESENTS THAT, WE, HINDUSTAN CONSTRUCTION COMPANY LIMITED, a Company incorporated under the Indian Companies Act, 1913, having its Registered Office at Hincan House, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai-400083 hereinafter called "the Company" do hereby nominate, constitute and appoint **MR. ISAAC JOSEPH** being the **PROJECT DIRECTOR - ROADS** of the Company (hereinafter called "the Attorney") to be our Attorney, for us and on our behalf and in our name, to do and to execute any or all of the following acts, matters and things in connection with the **Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the Union Territory of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract for Projects / Works undertaken by the Company (hereinafter referred to as "Projects/Works" or the said "Projects/Works")** namely:

1. To sign any work or service orders having value maximum upto Rs. 25 lacs, measurement, bills, including final bills, and agreements in respect thereof, statement of accounts and all other correspondence in the ordinary course of business of the said works. Till the time first work/service order is pending to be completed/paid, no fresh order in the name of same party/related party can be issued. The work/service order needs to be approved by CEO, HO. Also to sign supplementary agreement with client, variation bills etc for the project.

2. To buy either in cash or credit or on hire or on loan, materials and goods whatsoever, having value maximum upto Rs. 25 lacs, and to obtain water and electricity connection and/or licenses including license for explosives, which may be required for the purpose of the execution of the said works. Till the time first work/service order is pending to be completed/paid, no fresh order in the name of same party/related party can be issued; The work/service order needs to be approved by CEO.

To ask, demand, sue for, recover and receive from Central Government, State Government, Municipal or Local Authorities, Corporations, all other persons, firms, bodies corporate or otherwise all sums of money, which may at any time hereafter become or be in any way due, owing, payable in respect of said works under or by any right, title, ways or means howsoever. The Power to sue provided above should be exercise in consultation and approval from CEO and Group Legal.

4. To engage the services of consultants, advisors, experts, liaison agents, representatives and to determine the same as necessary in respect of execution of the said Works upto maximum value of Rs. 10 lacs..
5. To commence, institute, file, carry on, continue and prosecute any actions, suits, complaints, applications, writs, petitions, appeals, arbitrations or any other proceedings, whether civil, criminal or otherwise and in respect of all other matters connected with the said works, including proceedings for recovering and compelling the payment, transfer or delivery of any sum of money, debts, dues, including tenancy rights, effects, things documents, securities and to sign and execute all papers and pleadings, including signing of Vakalatnama to appoint Advocates as and when required in respect of the said works. Any of the above action needs to be approved jointly by CEO alongwith Contract Head or Group Head Legal, any one of them; as the case may be.
6. To accept service of any Writ of Summons or other legal processes and to defend, counter claim, claim set off and to appear and to represent the Company in all Courts including civil, criminal, revenue, original or appellate, arbitration matters, appeal against the orders passed and represent the company in any proceedings filed against the Company and to sign and execute all papers and pleadings in relation thereto, including signing of Vakalatnama to appoint Advocates as and when required in respect of the said works. Any of the above action needs to be approved jointly by CEO alongwith Contract Head or Group Head Legal, any one of them, as the case may be.

To sign and deliver all correspondence, assurances, indemnities, receipts, acknowledgements, receipts, notices, instruments, documents and papers necessary and proper and effectually doing or causing to be done any or all of the acts and things which the Attorney is by these presents empowered to do in connection with the said works. In case of providing assurances or indemnities which results in either creation of liability or confirmation of liability; same needs to be jointly approved by CEO and CFO.

8. To appear and represent the Company before Central Government, State Government, Municipal or Local Authorities or other Public Officers or Officials and Corporation for any purpose connected with the said Works.
9. To take or initiate or institute disciplinary actions against employees of the Company, appoint Inquiry Officers to hold inquiry in case of misconduct by any employees






10. To engage, appoint, suspend, dismiss or discharge or retrench employees of the Company and to negotiate compromise or settle disputes regarding employees of the Company, with respect to the said Works after obtaining necessary approval from Group HR.

To comply with the provisions of all the Acts, Rules, Regulations, Notifications, orders including Orders passed by any Officer or Executive of the State or Central Government, Local Authorities and to make payment of all statutory dues including Provident Fund, ESIC contribution, all taxes, cesses, levies in the manner and within the time prescribed under the various acts, Rules, Regulations or Orders or as may be directed by any Officer or other Government servant in connection with the said works.

12. The monetary limits specified hereinabove will be applicable per project where authority given to Project Director is for entire portfolio held by him.

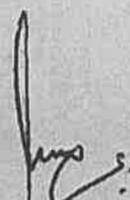
13. The person/company/authority who engages or enters a contract/agreement beyond the authority awarded to Attorney under this Power of Attorney does it at their own risk and Company (HCC) will not be liable for such contract/agreement which would be void ab-initio..

AND IT IS HEREBY expressly clarified that nothing herein contained shall empower or authorize or be deemed to empower or authorize the Attorney to do any act or thing contrary to or in breach of any provisions of any Act, Statute, Rules, Regulations, Notifications or Orders or directions, promulgated or passed or directed or announced by the State or Central Government or any other authority or any public servant.

This Power of Attorney shall be valid upto 10th November 2022 or upto the date of separation of services of the Attorney holder whichever is earlier.

IN WITNESS WHEREOF the Common Seal of Hindustan Construction Company Limited has been hereunto affixed this 11th day of November, 2020

The Common Seal of Hindustan Construction Company Limited is affixed hereto pursuant to the Resolution passed at the meeting of the Authorisation Committee held on 21st October 2020 in the presence of Mr. Vithal P Kulkarni Company Secretary & Constituted Attorney of the Company, who has signed these presents


COMPANY SECRETARY & CONSTITUTED ATTORNEY

BEFORE ME

Specimen Signature of the Attorney holder


ISAAC JOSEPH



Mohammed Rauf Farook Khan
B.Com., LL.M
ADVOCATE & NOTARY - GOVT. OF INDIA
Off. : 108-A, Harmony Tower, Court Naka, Thane (W)
NOTED & REGISTERED
11 NOV 2020

ANNEXURE-A-2

769

HCC

Ref: HCC/RBRP/Govt./2020-21/3439

Date: 08.08.2020

To
District Forest Officer
Batote

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the Union Territory of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Request for saplings for plantation

Dear Sir,

As per directives of Hon'ble National Green Tribunal, HCC has taken up rehabilitations works of dumping yards which have exhausted its capacity. Adequate benching of the heaps and construction of gabion walls are progressing in a fast pace. Plantation also needs to be undertaken on these dumping yards in order to restore natural ecology and preserve environment. The locations of dumping yards which have attained their full capacities are as follows.

SL No.	Location	Chainage		Description	No: of plants required
		From	To		
1	T2	154000	154100	Plantation	10000
2	Battery Chasma	158850	15950	Plantation	8000
3	Digdol	161600	161700	Plantation	8000
4	Ramsoo	168800	169200	Plantation	5000
5	Chamalvas	177000	177200	Plantation	5000
6	Karpura	181400	181600	Plantation	5000

HCC requests your good self to kindly extend your support by providing saplings for planting at the dumping yards.

Thanking you

Yours Sincerely,
for Hindustan Construction Co. Ltd.

Isaac Joseph
Project Director

Copy to:

1. The Project Director
National Highway Authority of India
House No. 315, Sec - 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

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ANNEXURE-A-3

HCC

Ref: HCC/RBRP/2021-22/3750

Date: 16.06.2021

To
The Project Director
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

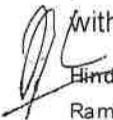
Kind Attn.: Shri. Purshotam Kumar, Project Director

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract - **Reply to the Show cause Notice on account of slow progress and delay in completion of project by the Contractor**

Ref: 1. Contract Agreement dated: 13.10.2015
2. Authority's letter no: NHA/RO-Jammu/2015/11071/R-B/159 dated 04.05.2018
3. HCC letter no: HCC/RBRP/2018-19/1581 dated 07.06.2018
4. HCC letter no: HCC/RBRP/EURO/2018-19/1755 dated 03.08.2018
5. HCC letter no: HCC/RBRP/2018-19/1761 dated 07.08.2018
6. Authority Engineer's letter no: EURO-RODIC/RB/TL/1110 dated 21.08.2018
7. HCC letter no: HCC/RBRP/2018-19/1891 dated 20.09.2018
8. HCC letter no: HCC/RBRP/EURO/2018-19/2051 dated 30.11.2018
9. HCC letter no: HCC/RBRP/EURO/2018-19/2089 dated 20.12.2018
10. Authority's letter no: PD/SGR/14037/2016/AE-RB/239 dated 24.12.2018
11. Authority Engineer's letter no: EURO-RODIC/RB/TL/1346 dated 04.01.2019
12. HCC letter no: HCC/RBRP/EURO/2018-19/2170 dated 23.01.2019
13. HCC letter no: HCC/RBRP/2018-19/2240 dated 28.02.2019
14. Authority Engineer's letter no: EURO-RODIC/RB/TL/1791 dated 23.09.2019
15. HCC letter no: HCC/RBRP/EURO/2019-20/2804 dated 22.11.2019
16. HCC letter no: HCC/RBRP/EURO/2019-20/2805 dated 22.11.2019
17. HCC letter no: HCC/RBRP/EURO/2019-20/2839 dated 04.12.2019
18. HCC letter no: HCC/RBRP/EURO/2019-20/2899 dated 30.12.2019
19. HCC's letter no: HCC/RBRP/2020-21/2911 dated 11.01.2020
20. HCC letter no: HCC/RBRP/EURO/2018-19/2925 dated 28.01.2020 (date inadvertently mentioned as 28.01.2019)
21. Authority's letter no: NHA/PIU-Ramban/2019-21/11002/108 dated 12.06.2021

Dear Sir,

HCC is quite surprised to receive Authority's letter cited under reference no 21, vide which the Authority has issued the alleged Show cause Notice to HCC on the pretext of slow progress and delay in completion of the Project. In this regard HCC denies and disagrees with all the contentions of Authority which are made unilaterally without appreciating the


Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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Hindustan Construction Co Ltd, Head Office, Hincon House, Lal Bahadur Shastri Marg, Vikhroli(West), Mumbai 400 083 , India.

771

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facts and figures on ground conditions and delays encountered in the Project since the commencement that are not attributable to HCC. In fact, it is respectfully submitted that, the Authority has also not taken cognizance of the fact and reality that due to the shortcomings in design and the proper planning/alignment of the Project nearly 50% of the length was de-scoped and is being allegedly executed through new Tenders contrary to the provisions of the Contract. Although HCC has timely notified Authority / Authority Engineer about the various impediments faced during the course of execution of the Project, HCC once again wishes to highlight the delays/ impediments faced at site during the course of execution.

1. HCC vide various correspondences (Refer letters cited at reference above) has already dealt in details with Authority / Authority Engineer's submission regarding alleged slow progress of the works. HCC vide its letter no **HCC/RBRP/2020-21/2911 dated 11.01.2020** has also submitted the chronology of events since the beginning of the Project and has cumulatively summarized all the reasons attributable for the delayed achievement of milestones including the clarification on the contentions raised by Authority Engineer / Authority on alleged slow progress of the works. Authority's submission that 92.85% of the land was handed for the construction of project highway is completely unfair/erroneous and unacceptable as ROW to the extent of 29.12 out of 36 Km was not even available and not handed over on the appointment date and even the ROW handed was comprising of several intermittent hindrances / encumbrances including various utilities (like, 11 KV Electrical Line, 33 KV Electrical line, PHE lines & HT Pylons), presence of various Buildings / Structures, Trees, obstruction from land owners on account of Nil / Partial compensation paid towards their land, structures and fruit trees, etc. Such impediments were timely notified by HCC vide various correspondences and Extension of Time applications (EOT Application 1 to 7) to Authority / Authority Engineer during the course of execution. These facts and delays were also duly acknowledged by Authority Engineer while determining the EOT, even though it had deliberately and unfairly curtailed HCC's entitlements. HCC vide its letter no **HCC/RBRP/EURO/2019-20/2672 dated 23.08.2019** has clarified that the EOT determination of 533 days did not fairly take into account various delays encountered in the Project and also suffers from various inconsistencies and errors as enumerated below.
 - a) Authority Engineer has calculated the delays on account of delayed land handover and correspondingly arrived at the days theoretically without applying due consideration to the ground condition such as working space required for mechanical excavation, proper slope consideration for arriving at safe distance to be left on either of hindrance (for arriving at hindered length) for hindrances standing on hilltop etc.
 - b) Authority Engineer has unilaterally extended the cut-off date till March 2019 without correspondingly included the delays till the cut-off date, thereby reducing HCC's entitlement.

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- c) The Project had faced the cash flow crisis due to unavailability of continuous stretches to receive the payments for the works executed. The stipulation of minimum 1.6 km continuous stretch for payment got amended only in July 2017. Accordingly, Authority Engineer should have determined EOT on this ground by considering available stretches of less than 1.6 Km as hindered till July 2017. However, Authority Engineer did not allow EOT on this ground. Further in hilly terrains like the present project site, too many small stretches are not viable for mechanical means of execution, a fact rightly considered by Authority while preparing the bid documents. However, Authority Engineer has conveniently ignored this aspect to safeguard Authority's interests. Even post July 2017 Authority Engineer should have considered underutilization and loss of productivity for stretches less than 1.6 Km and determined EOT on this ground.
- d) While determining the EOT, Authority Engineer has considered hindrances in Road alignment only and omitted hindrances present at structure locations. This has substantially reduced HCC's due entitlement of EOT.
- e) Further along with EOT application, HCC has submitted financial progress of work derived from impacted program thereby clearly showing achievement of Milestones as per impacted schedule. However, while reducing HCC's entitlement of EOT; Authority Engineer has not given any financial breakup showing how HCC could have achieved Milestones (financial progress) as per its determination given the constraints encountered. Without this information Authority Engineer's determination is unfair and lacks logical basis as per the provisions of the Contract.
- f) Authority Engineer has not determined HCC's fair and legitimate entitlement of Extension of Time. Despite repeated and continuous requests, Authority/ Authority Engineer have also steadfastly refused to have joint site inspection of hindrances from which the entitlement of EOT should have been determined. In the absence of properly determined EOT, the allegations of non achievement of Milestones are not tenable.
- g) The very fact that, right from the beginning of the project, the Contractor was cautioning the Authority/Authority Engineer about the unfeasibility of certain lengths of the Project being unfit for all weather road given the geological conditions was accepted and appreciated. The same has now been accepted by the Authority now by suspending the works by de-scoping nearly 16.8 Km of the stretch. Effectively, this stretch was not available for the execution and should have been considered while determining EOT by the Authority Engineer.
- h) Authority Engineer had not determined EOT considering the actual ground condition. Authority Engineer has not considered several delays cited by HCC. Also, Authority Engineer's determination was having arithmetical errors in computing the delays as already detailed in our letter no. HCC/RBRP/EURO/2019-20/2672.

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2. Authority in its submission is still referring the unilateral EOT determined by Authority Engineer conveniently ignoring the subsequent delays encountered such as exodus of workmen post abrogation of Article 370 & 35A, suspension of works by Authority in half the Project stretch, restrictions/ lockdown imposed due to spread of Covid-19 pandemic etc.
3. It is a matter of record that the Project works were significantly affected post abrogation of Article 370 and 35A as the labors had left the project site due to the prevailing tensed situation in the UT of Jammu and Kashmir. Needless to mention that HCC had to somehow execute the works with limited manpower as a result of which the works could not be executed in full fledge. As the conditions started to normalize in late October 2019, the project witnessed severe snowfall / rainfall resulting in consequent landslides resulting additional delay. Authority is also aware that the outbreak of Covid-19 in early 2020 had a devastating impact on the construction industry throughout the country as all the construction activities were completely put to halt due to imposition of lockdown by the Government of India. Being a prudent Contractor, HCC strictly complied with the issued directives and the guidelines by the Government of India. Even after lifting of lockdown, HCC is still facing difficulties in executing the works owing to non-availability of labor force, delayed supply of construction materials due to broken supply chain etc. As a result of above, the construction activities planned are inordinately getting delayed due to the reasons not attributable to HCC. The delays suffered due to the imposition of lockdown were completely unforeseen in nature and not attributable to the HCC. The Government of India had also taken cognizance of the difficulties and the loss suffered by the construction sector and had rolled out certain interim reliefs in the form of Extension of Time of six months and other relaxations to various contractual provisions. As the cases of COVID-19 due to the first wave started reducing in the Union Territory of Jammu and Kashmir, the second wave of COVID-19 hit the entire country thereby resulting in loss of time again. Moreover, Authority has not taken into account the works executed in the stretches where the works were suspended while calculating the progress of works. On account of the aforementioned delays, the construction activities could not be executed as planned by HCC resulting in shortfall in progress. As these delays are not attributable to HCC, HCC cannot be held accountable for the consequence of the same.

Instead of addressing the genuine issues faced by the Contractor, the Authority has issued the Cure Period Notice to the Contractor. The Contractor at material time had replied in detail to the Authority with regard to the untenability of the Cure Period Notice and requested Authority to withdraw/ close the same. Therefore, the Notice have no relevance at present.

4. Since inception of the project, HCC has been highlighting and notifying the Authority / Authority Engineer about the poor geological conditions and occurrence of recurring landslides throughout the project stretch. HCC has been reiterating the geotechnical issues since commencement of the project and accordingly submitted several

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Change of Scope proposals to mitigate the costs to authority and to ensure that the highway constructed is "all weather highway" and safe for the road commuters. It is well acknowledged fact that the origin points of these landslides are much beyond the ROW fixed by the Authority and that the occurrence of landslides is only triggered due to the fragile geological conditions and other geotechnical issues as several voluminous landslides have been continuously occurring at the locations where HCC had not even commenced the excavation works. Considering the geological conditions, HCC had approached Authority / Authority Engineer for change in alignment and to incorporate additional tunnels in the revised alignment for avoiding the landslide issues. Even the local administration/authority, who were fully aware of the topography and geological conditions of the project site, like the Deputy Commissioner, Ramban had also acknowledged the factual ground conditions in its letter dated 14.01.2020, Para 6 of which reads as "The Contractor, HCC, although, has stopped fresh cutting works on this section for nearly a year, now, there still does not seem to be any respite from disruption in movement of vehicles due to several landslides and shooting stones especially in Marooq, Diqdole, Panthyal, Mompassi and Gangroo areas" (Emphasis added). Also in Para 5, Deputy Commissioner, Ramban has acknowledged that the "Ramban Banihal section is very vulnerable and shows very heavy activity of landslides and shooting stones areas due to its topography" (Emphasis added). It is also pertinent to mention that Collector Land Acquisition, NHAI (Additional Deputy Commissioner), Ramban in its letter no 957-64/ACQ/NHAI dated 16.03.2017 acknowledged the unsuitability of the existing alignment and consequently proposed for incorporating additional tunnels in the existing alignment. It is worthwhile to submit that even District Development Commissioner, Ramban vide its letter dated 18.02.2019 recommended to Regional Officer, NHAI to include additional tunnels as part of realignment proposal to overcome the fragile geological conditions. However the Authority / Authority Engineer has not time acted upon these recommendations leading major delay in completion of works

Belatedly after expiry of the original completion date of the Project, the Authority, finally having understood that, there is no escape from the constant denial from the reality of the facts, had suspended works at around 16.8 Kms of the project (52.50% of the Project length) for realignment of highway with proposed additional tunnels and viaducts similar to the proposal HCC had given in the earlier stage of project execution. Needless to mention that the proposed realignment of the highway at this juncture of project is certainly vindicating HCC's stand on the matter. Had Authority / Authority Engineer acknowledged HCC's / local administration's concerns of poor geology and geotechnical issues at the relevant time and issued Change of Scope orders (Additional Tunnels and Viaducts) earlier, significant time could have been saved.

Hindustan Construction Co Ltd.

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Reply to Authority's citation of Alleged failures of the Contractor

5. Progress of Works:

Despite the impediments mentioned hereinabove, HCC has executed the works amounting to Rs 576 Cr till May 2021 (54%) against available scope of works amounting Rs 1076 Cr. Authority will also appreciate that the progress has picked up significantly since March 2020. The same is evident from the fact that works amounting to Rs 247 Cr (23%) were executed from March 2020 to May 2021 against available scope of Rs 1076 Cr. Further, HCC is optimistic to complete the balance works as per the completion program which is enclosed herewith as Annexure-I for your ready reference.

6. Failure to achieve Project Milestones

On account of the above factual aspects as explained in the preceding paragraphs and on account of various defaults of Authority, HCC could not achieve Project Milestones for reasons beyond its Control. Even two years after the original completion date works in nearly half the project stretch is completely suspended and even the balance stretch is hindered by various impediments and potential Change of Scope. The Authority instead of duly discharging its obligation under the Contract is trying to shift the blame on the Contractor. Therefore, Authority's contention in this regard is not based on facts

7. Maintenance requirement during the Construction period

HCC has been prudently undertaking the maintenance works of the existing highway as per the directions of Authority / Authority Engineer since the commencement of the Project execution. HCC has so far executed total 19.61 km of overlay at various point of time and frequent maintenance works as per site requirement. As Authority will kindly appreciate, the Contractor is not obligated to maintain the Existing Carriageway indefinitely during the extended period of stay necessitated by reasons not attributable to the Contractor. However, HCC and its subcontractors still attend the essential maintenance works required for making the road traffic worthy. It is also worthwhile to mention that the Authority has so far not released any of the payment for rehabilitation works done by HCC after the Landslide In view of the foregoing the Authority's contention of HCC's failure on Maintenance requirement is not factual.

8. Quality of Work

The quality defects highlighted by Authority and the Quality Audit Team were timely rectified by HCC. Attention is drawn towards HCC's letter **HCC/RBRP/2020-21/3555** dated **16.12.2020** and **HCC/RBRP/2020-21/3711** dated **24.05.2021** wherein HCC had submitted the compliance reports to Authority / Authority Engineer regarding rectification works undertaken. Kindly note that all the rectification works as directed

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by Authority and the Quality Audit Team are completed and submitted to Authority / Authority Engineer. Also, strict quality vigilance is implemented at site so that the quality standards are properly monitored. Therefore, Authority's contention with regard to Quality of Work is not factual.

In view of the above submissions which correctly reflect the facts and realities on the Project as on date, HCC trusts that it has clarified the issues raised by Authority in its Show cause Notice and requests the Authority not to take any further action which may derail the entire execution plan of this Project of National Importance.

Thanking you and assuring our best of co-operation and services at all times.

Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

Encl: Annexure-I (Completion Program)

Copy to:

- 1. The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
- 2. The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir – 182146

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NHAI/RO-Jammu/2015/11071/R-B/442

12.06.2021

To

Authorized Signatory
M/S Hindustan Construction Company Ltd.
Hincon House, Lal Bahadur Shastri Marg, Vikrohli(W)
Mumbai-400083, Maharashtra
Distt - Ramban, Jammu & Kashmir,
Pin - 182146

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.00 to km 187.00 on EPC mode in the UT of Jammu and Kashmir under NHDP Phase II through an EPC Contract: **-Intention to Termination Notice under Clause 23.1.2 of Article 23 of the Contract Agreement.**

Sir,

1. The National Highway Authority of India has entered into a Contract Agreement (dated 13.10.2015) with M/s **Hindustan Construction company Ltd.**, Hincan House, Lal Bahadur Shastri Marg, Vikrohli (W) Mumbai-400083, Maharashtra Four-Laning of Ramban Banihal Section of NH-1A (now NH-44) from Km. 151.00 to Km. 187.00 on EPC Mode in the state of Jammu & Kashmir.
2. The Construction of Ramban-Banihal road awarded to EPC Contractor has 28.12.2015 as Appointed Date with completion period of 1278 days (28.06.2019 as date of completion).
3. That as per the unambiguous and unequivocal terms of the Contract Agreement, the Contractor was to, *Inter alia*, among other things perform the following obligations:
 - (i) According to **Clause 3.1.1 of the Article 3** (Obligations of the Contractor) of the Contract Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfill, comply with and perform all its obligations set out in the Contract Agreement or arising hereunder.
 - (ii) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement; **{CA Clause 3.1.7(e)}**
 - (iii) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others. **{CA Clause 3.1.7(j)}**

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- (iv) According to **Clause 8.3.2**, the Contractor is under an obligation to complete all works on the site for which Right of Way is granted within 90 (ninety) days of the Appointed Date, no later than the date(s) specified therein, as the case may be, before the Scheduled Completion Date.
- (v) The 1278 days (One thousand two hundred seventy eight) days from the Appointed Date shall be the scheduled completion date and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof. **(Schedule-J)**
4. Despite the aforesaid clear and unequivocal terms of the Contract Agreement and repeated reminders by the Authority and the Authority's Engineer, the Contractor has miserably failed to perform its obligations under the Contract Agreement, causing inordinate delay in the progress of the project.
5. The progress of the works has been extremely slow and is in complete disregard to the commitments made by EPC Contractor in different meetings with top officials of NHAI. The slow progress is despite the availability of unencumbered land of 97.71 % (as on date) for the project. Due to negligence displayed by the Contractor, the Authority & Authority's Engineer have been expressing severe concern over non-fulfillment of commitments made by the Contractor to expedite the construction of the project highway. (refer **Annexure-I** for list of letters on slow progress).
6. Authority Engineer has been flagging issue of slow progress in its Monthly Progress Reports for the attention of Contractor but it seems Contractor is not taking cognizance of the flagged points.
7. The Contractor has failed to achieve the required progress thereby breaching its various verbal and written commitments to expedite the progress of works. **The reason for the shortfall in the progress is mainly due to non-deployment of effective/skilled manpower, poor site management, lack of cash flow and non deployment of adequate resources etc.**
8. Clause 10.4 of the Contract Agreement reads as under:

"During the construction period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of the Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Authority's Engineer which approval shall not be unreasonably withheld. For

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the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project Highway. It is further agreed that in the event the Project includes construction of a bypass or tunnel and realignment of the existing carriageway, the Contractor shall maintain the existing highway in such sections until the new Works are open to traffic".

However, continuing with its negligent approach towards completion/maintenance of the Project Highway and its gross negligence towards safety of the road users, the Contractor has till date continued to ignore the repeated reminders, requests and notices issued by the Authority and Authority's Engineer. Some of the relevant letters on deficiencies in maintenance are enumerated as **Annexure-II**.

9. The obligations of the Contractor relating to the safety requirements are stipulated in Schedule H under "Other Works 1.3.4 (x) of the CA" and as one of the obligations under Schedule E, the Contractor is required to make adequate arrangements for the safety of the workers and road users in accordance with IRC Guidelines for safety in construction zones. It has however consistently been communicated in the AE's Monthly Progress reports that adequate safety measures are not being deployed by the Contractor. This breach of the Contract by the Contractor has forced the Authority to issue letters to carry out maintenance and safety of highway. The routine maintenance work of the Project Highway has been neglected by the Contractor, which has been brought to the notice of Contractor by Authority/AE.
10. It is to further report that condition of the Project Highway is poor, resulting in safety hazards for the users and requested the Contractor to comply with its maintenance obligations as per CA. It was also pointed out that even after several reminders having been issued to the Contractor; it has not taken any remedy of measure to improve the deteriorating condition of the Project Highway. **Due to continuous failure of the Contractor on this account, the Authority was left with no other option but to initiate process for getting maintenance works at the risk and cost of the Contractor.**
11. That because of Contractor's misrepresentation and breach in fulfillment of Contractor's various obligation and undertakings, the interest of Authority has been seriously prejudiced beside bringing disrepute to the organization. Nevertheless, Contractor's acts of omission and commission have led to deterioration of the National Highway causing anguish to the public in general and exposing the users to severe risk of life. It may not be out of place to mention here the main reason for risk to commuters is development of new landslide zones due to unscientific slope cutting by contractor & delay in slope protection works at vulnerable points.
12. One of the Most Important Pillar of India economy is Transportation of India, but due to unscientific and unconventional excavation by EPC contractor

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which leads to creation of new slide zones, resulting in closure of only Highway connecting Srinagar and Ladakh to rest of India. This closure of Highway is having materially adverse impact of India transportation system vis-à-vis Indian economy.

13. Despite the established fact that the subject project is of strategic importance and any delay in completion of the project shall be detrimental to the long term national security of India especially in border area of Kashmir and Ladakh because the Highway frequently got closed due work being undertaken by EPC contractor due to which timely supplies to soldiers on border of Kashmir and Ladakh often got delayed, EPC Contractor is very casual about the timely completion of the Project.
14. Authority has gone out of way in mitigating different issues (as raised by Contractor in its different representations). Despite different concessions given to EPC Contractor there are no changes on ground zero for giving impetus to work progress. Some of the concessions from Authority are enumerated below:
 - (a) Changes in Schedule: H (as per relief measures announced by MoRTH) which should have improved cash flow of Contractor.
 - (b) Reduction in Performance Security (As per Relief measures announced by MoRTH).
 - (c) Release of Retention Money to increase the Cash flow of the contractor (As per Relief measures announced by MoRTH).
15. The Contractor also fails to maintain quality standards as per specification. In this regard this office vide letter at Authority Letter no. NHAI/PIU-Ramban/2019/11001/4879 dated 10.12.2020 also issued Show Cause Notice to Authority Engineer for Deficiencies pointed out by Quality Audit Team Appointed by NHAI HQ. As on date Contractor had failed to rectify the defects so observed and communicated. Therefore, EPC Contractor is at default of CA Clause 23.1 (h) which states that "the contractor fails to rectify any defect, the non-rectification of which shallwithin the time specified in this Agreement or as directed by Authority Engineer".
16. Whereas, it was incumbent upon the Contractor to rectify the defects in the work pointed out by the Authority Engineer and maintain the quality standards during execution of the work, there have been instances wherein the Authority Engineer staff was misbehaved and threatened, this is violative of the basic principle of the Contract to maintain Harmony among various stakeholders.
17. Contactor's Default's under article 23 of the contract agreement are enumerated herein below;
 - (a) **Contractor's default under clause 23.1.1 (f) of the Contract**

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Agreement i.e., Failure to achieve Project Completion Date within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof.

- (b) **Contractor's default under clause 23.1.1 (e) of the Contract Agreement i.e., 'The Contractor fails to proceed with the works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer.'**
- (c) **Contractor's default under clause 23.1.1 (d) of the Contract Agreement i.e., 'the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority'**
- (d) Due to delay in construction of the project and continuous failure on the part of the Contractor, Authority had issued a "Cure Period Notice" vide letter no. NHAI/RO-Jammu/2015/11071/R-B/159 dated 04.05.2018 and the same has been extended further for a period of 6 months vide letter no. PD-SGR-14034-2015-HCC-695, dated 21.06.2019. However, it has been observed that despite lapse of nearly two years, you have not made any serious efforts to cure the Defaults as per details given below :
- (e) Delay in fulfilling Contractor's Obligations as per terms and conditions of the Contract Agreement as per Article 10 of the Contract Agreement.
- (f) Failure to achieve the requisite financial progress, which is a Default as per Clause 23.1.1(c).
- (g) Considering the present pace of works, there is very likely of missing the Project Completion Date. It is to highlight here that you have only achieved 29.33 % financial progress in a period of around 66 months (28.12.2015 to Till date) despite Cure Period Notice vide Regional office letter no. NHAI/RO-Jammu/2015/11071/R-B/159 dated 04.05.2018 was issued to you (**Annexure-III**). This itself shows your flippant approach towards the subject work (despite of continuous support from Authority & A.E) as such you have failed in your contractual obligations for which action under clause 23.1.2 of Contract Agreement is being initiated.
- (h) In view of the aforesaid facts and circumstances and in consideration of the *abnormally dismal rate of progress of the project/non maintenance of Project Highway*, it is established, apparent and evident that the Contractor neither has the intention nor the resources to perform its obligations under the Contract Agreement, which is also established from the fact that the Contractor is not at present fully equipped in

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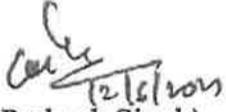
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term of funds, manpower and machinery to comply with its obligations under the Contract Agreement.

18. It may not be out of place to mention here that Contractors default vis-à-vis delay in timely completion of the project may in long term cause Material Adverse Effect on the Project or on the Authority.

In view of above facts, as the Contractor's Defaults have been clearly established, the Authority hereby **issue the Notice to M/s Hindustan Construction company Ltd., Hincan House, Lal Bahadur Shastri Marg, Vikrohli(W) Mumbai-400083** expressing its intention to issue 'Termination Notice' as per Clause 23.1.2 of Article 23 of the Contract Agreement and grant 15 (fifteen) days to Contractor to make a representation thereof. Further the Authority may after the expiry of 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

The said notice be issued without prejudice to any other rights or remedies which the Authority may have under the operating Contract Agreement.


(Rakesh Prakash Singh)
Regional Officer, J&K,
Jammu

Encls : As above

Copy to :

1. Sh. Virender Sambyal, General Manager (T) NHAI HQ for information
2. PD PIU Ramban for information
3. M/e Euro Studios S.L. in association with RODIC Consultants Pvt Ltd for information

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Ref: HCC/RBRP/2020-21/3760

Date: 21.06.2021

To

The Regional Officer

M/s. National Highway Authority of India,

PIU Ramban,

Jammu, House No 315, Sector – 1,

Channi Himmat, - Jammu

Kind Attn: Shri. Rakesh Prakash Singh

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract- Intention to Termination Notice under Clause 23.1.2 of Article 23 of the Contract Agreement

Reg: Prior intimation in line with Clause No.: 23.1.2 of CA (Intention of Termination)

Ref:

1. Contract Agreement dated: 13.10.2015
2. Regional Officer's letter no: NHAI/RO-Jammu/2015/11071/R-B/442 dated 12.06.2021 received on 14.06.2021
3. Project Director's letter no NHAI/PIU-Ramban/2019-21/11002/108 dated 12.06.2021.
4. HCC letter HCC RBRP/2021-22/3750 dated 16.06.2021
5. List of Correspondences referred as per Annexure-I

Dear Sir,

HCC is in receipt of Regional Officer's letter cited under reference no 2, vide which the Regional Officer, NHAI has issued Intention to Termination Notice alleging certain defaults of the Contractor. It is quite surprising that the Project Director has issued a Show cause Notice on the same date (12.06.2021) giving HCC seven days to explain its stand (ref 3). HCC vide its letter under ref 4 has explained in detail with facts and figures to Authority and has urged Authority not to take any further action on the matter. However without waiting for HCC's explanation on the Notice, (which was also copied to the R.O) the Regional Office has issued the Intention to Termination Notice. HCC herewith submits its reply on the contentions of the Authority as detailed in its letter at ref 2.

HCC would like to clarify the issues raised in Regional Officer's letter which are without appreciating the ground conditions and delays encountered in the Project that are not attributable to HCC. In fact, it is respectfully submitted that, the Authority has also not taken cognizance of the fact and reality that due to the shortcomings in design and the proper

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planning/alignment of the Project nearly 50% of the original length was suspended and is being executed through new Tenders.

HCC submits that, it is not at all, in any breach/default of any provisions of the Contract Agreement including clauses 23.1.1 (d), (e) and (f) as contended by the Authority. As explained by HCC in its letter at ref 4 there is a marked improvement in progress since March 2020 till date and HCC has achieved the works progress of Rs. 247 Crores during the said period which is 23% of the value of available scope and HCC further assures to maintain the momentum till the completion of the Project. It may be noted that during this period of 14 months, this progress was achieved despite the impact of COID-19, I and II waves. This progress is effectively achieved in 8 to 9 months. It may kindly be appreciated that the impact of delays suffered by the project is not on account of HCC alone. The realignment proposal mooted of late, validates the delays on account of reasons stated by HCC almost four years back. HCC herewith submits its paragraph wise reply to Authority's contentions as stated in its letter.

Paragraphs No 1 to 3: Matter of record and needs no answer. However needless to mention for fulfilling these obligations by the Contractor, it is/was incumbent on part of the Authority that it shall fulfill its reciprocal obligations as required under the Contract stipulations. The Authority had not complied with its obligations is evidenced from the facts and figures recorded in the EOT determined by the IE (though HCC does not agree with the same completely) and also from the fact that due to the shortcomings in the Project planning and alignment, the Authority has been compelled to disband/omit nearly 50% of the length from the scope of the project.

Reply to Point No 4:

HCC clarifies that the contention of the Authority without any substantiation is incorrect. HCC in accordance with Clause 10.1.3 of the Contract Agreement had submitted the Construction Programme (Baseline Schedule) to complete the project within stipulated period of the Contract along with methodology, sequence of operations/activities, time cycle and duration of each activity to Authority vide letter nos. HCC/CONT/Ramban-Banihal/09 dated 20.01.2016 and HCC/RBRP/EURO/2016-17/02 dated 08.04.2016. Accordingly, HCC has mobilized its men, machinery, materials, etc., required for execution of the works in accordance with the Programme and commenced the works. However, since inception of the project/works, HCC has been encountering various events of hindrances / delays / disruptions for the reasons which are beyond the control of HCC, which have been duly notified to the Authority & the Authority's Engineer, vide various correspondences as well as Extension of Time (EOT) Applications submitted at various intervals.

D.

The progress of work has suffered delays on account of encountering of the following major impediments.

1. Non-availability of ROW due to delay in removal of utilities.
2. Non-availability of ROW for construction due to presence of encumbrances like Buildings/Structures at site.
3. Non-availability of ROW due to presence of trees at site.
4. Non-availability of ROW for construction due to non/partial payment of compensatory payments to utility owners.
5. Delay caused by the authorities for grant of necessary permissions/approvals.
6. Delay caused by Authority in providing the clearance from Forest department for handing over of the Forest land (16.380 KM) for construction of the aforesaid project. Subsequently, forest land has been handed over to HCC vide Authority letter no. 104 dated: 01.07.2017 only.
7. Delay in progress of works due to frequent disturbances by the vested interests. For instance, the Works were severely hampered from 16.11.2016 to 25.11.2016, 26.12.2016 to 27.01.2017 and 09.02.2017 to 16.02.2017, 09.05.2017 and 20.05.2017 (totaling to 49 days) due to hindrances caused by the vested interests, etc;
8. Batching plant located at Sherbibi could not be made operational until 18.02.2017 because of stoppage of works by the forest dept. citing that the land in question (i.e., location of batching plant) / comes under forest land in spite of knowing the fact that the said land is a private land and not forest land;
9. Delay due to approval of Change of Scopes (CoS) by the Authority / Authority Engineer.
10. Delay on account of rise in FRL level of proposed Sawalkote Reservoir.
11. Delay in handing over of land for construction of tunnel works. For instance, Land for Tunnel: 1 & 2 was handed over to HCC only on 09.12.2016 instead of handing over the same on the appointed date i.e. 28.12.2015, Land for Tunnel: 3, 4 & 5 was handed over to HCC only on 14.09.2017 instead of handing over the same on the appointed date 28.12.2015. The total cost of these tunnels is Rs. 395.37 Cr which is approx 22.17%% of Contract price)
12. Delay on account of encounter of force majeure events such as occurrence of landslides, disruption in movement of construction equipments & maintenances works due to heavy flow of vehicles at various occasions, etc.
13. Change in sequencing and methodology in the execution of works and its consequent effects.
14. Abrogation of Article 370 and 35 A
15. Frequent landslides and Catastrophe in 2019
16. Outbreak of COVID-19 pandemic and lockdowns at various intervals
17. Fleeing workforce, disruption of supply chains on account of lockdowns and restrictions imposed.
18. Refusal to accept the unavailability of scope of the works for construction of all-weather road in certain stretches of alignment and later Suspension of works in around half the project stretch valuing Rs 842Cr

19. Farmer's Protest and Bharat Bandh.
20. Frequent traffic jams affecting movement of construction vehicles

Apart from the above major events, there have been many intermittent events which have also occurred and disrupted the progress of work which are on record. The Authority is fully aware of the aforesaid reasons for delays and the same have been notified to both Authority and the Authority Engineer in material time and have also been summarized in Extension of Time Applications already submitted to the Authority Engineer.

Reply to Point No 5:

HCC respectfully submits that the contention of the Authority in various submissions that 92.85% hindrance free land was made available for construction of the subject project works from the appointed date is not factual and hence not acceptable to HCC. Further, Authority's contention that 97.71% of unencumbered land is available for construction as of today also represents failure of Authority's contractual obligations as Authority should have handed over 100% land free from all encumbrances within 90 days from the appointed date. Further, the contention of the Authority is also incorrect for the reason that nearly 50% of the length of the project had to be suspended due to the unavailability of the alignment proposed in the Contract which fact was brought to the notice of the Authority right from the beginning. .

As mentioned above, ROW to the extent of 29.12 out of 36 Kms was not handed over on the appointment date and even the handed over land was comprising of several intermittent hindrances / encumbrances. As a result, HCC was compelled to execute the Works on piece meal basis in an unplanned manner as encumbrance / hindrance free availability of ROW was not certain. Such conditions in turn have resulted in shortfall in progress achieved. The said situation has also reduced the overall productivity / rate of progress of the works. Since such circumstances were contrary to considerations made while formulating the agreed / approved Baselines Schedule, the achievement of the overall completion of the Project has become impossible within the stipulated time for completion of the Project.

Also as envisaged in the baseline program, the Contractor is required to execute the works in continuous manner in the stretches defined therein. However, on the contrary, even minimum continuous stretch of 1.6 Km which was mandatory for the purpose of billing, was not available free of encumbrances/hindrances for executing the works. These circumstances resulted in slow progress of works as HCC was unable to execute the works in sequential manner as envisaged in the baseline program of the Project. Non achievement of planned progress and planned turnover & revenue also jeopardized the entire cash flow planning of the Project which also directly affected the subsequent progress of works. Since such circumstances were beyond HCC's control as well as not attributable to it, HCC has kept the Authority / Authority Engineer informed / notified about such conditions which are being encountered while actual execution of the Project works. This matter was also brought to the notice of all the concerned authorities during review meetings and other forums that the execution of the Project is not viable without getting payments towards the work done in piece meal basis due to the non-availability of unhindered continuous length of 1.6 Km.

The cash flow of the project got partial support only after release of payment in the month of July 2017 by the Authority Engineer / Authority against such work done. Thereafter, with such cash flow, HCC could further execute the works to the extent possible. However such effort neither mitigated the impact of previous delays completely nor compensated the losses suffered by HCC as HCC had to work in isolated small stretches instead of working on continuous stretches. These delays were acknowledged by the AE though it had deliberately curtailed the entitlements while determining the Extension of Time.

Moreover, Authority has now suspended works at around 16.8 Kms of the project in the wake of realignment of highway. Authority's decision of work suspension at this juncture of project has once again derailed HCC's plan, cash flow and sequence of execution.

On account of the aforementioned delays, the construction activities could not be executed as planned by HCC resulting in shortfall in progress for which HCC cannot be held accountable.

Reply to Point No 6:

HCC has duly taken note of Authority / Authority Engineer's concerns for expediting the progress and early completion of the Project. However, as described above, the delays encountered during the course of execution of Project were completely unforeseen and in no way attributable to Contractor. HCC also informs that it has mobilized necessary resources for carrying out the works in the project. Besides, HCC again confirms that it is working at all the fronts available and has been taking all possible efforts / actions to complete the Project as early as possible. It is worthwhile to mention here that substantial time has been consumed in clearing the landslides debris generated from the recurring voluminous landslides so that the highway is kept traffic worthy. Moreover, the huge piling of traffic as a result of these landslides restricted HCC's working hours on majority of the time as the deployed machineries and Engineers / Staff could not reach the project site on time. The said facts were even highlighted in various meetings with Authority / Authority Engineer; however such constraints faced are ignored by the Authority/ AE. Even in Monthly Progress Reports, HCC has been continuously highlighting the major issues pertaining at site which is hampering the project progress. Attention is drawn towards HCC's letter no HCC/RBRP/2020-21/2912 dated 11.01.2020 wherein HCC, upon the request of Authority, has submitted the list of issues pertaining to the project. In view of the foregoing the Authority Engineer's statement of slow progress is not based on factual position at site.

Reply to Point No 7:

Authority's contention that the shortfall in the progress is due to the non-deployment of adequate resources and lack of cash flow is factually incorrect. HCC has deployed sufficient machinery, manpower and material at site in commensurate with available work fronts and in accordance with the submitted construction program. The deployed resources were timely notified in HCC's monthly progress reports. Needless to mention that due to non availability of encumbrance free land for the execution of works as envisaged in the base line program submitted by HCC, the resources deployed by HCC were underutilized. Further, the cash flow of the project also suffered due to non-availability of hindrance free land for execution.

HCC had to execute the works in piece meal basis as the continuous stretches of 1.6 Km viable for execution by mechanical means was not available. Further the Contract specifies minimum continuous length of 1.6 Km for receiving payment. No continuous stretches of 1.6 km were available at the time of commencement. Due to this provision whatever works Contractor could do in discontinued isolated stretches were not paid leading to cash flow crunch and delay to the works. The cash flow of the project got partial support only after release of first payment in the month of July 2017 by the Authority Engineer / Authority against such works done.

From the above, it is evident that HCC had incurred huge expenses for one and half years without getting any payments against the executed works. Authority is aware that cash flow of the project can be enhanced only by generating sufficient revenue from the project. However, due to failure to handover hindrance free land for execution, and the provision of minimum continuous length of 1.6 Km for receiving payment stipulated in Schedule-H of Contract, the cash flow of the project suffered significantly restricting the progress of works. To compound the problem further, the Authority was also recovering the interest on the mobilization advance, which could not be paid due to the shortage of the turnover, which in turn was due to unavailability of continuous work fronts.

Despite all the constraints stated above, the following points may kindly be noted.

1. Being a prudent Contractor, understanding the strategic importance of the Highway, HCC sought additional support from its bankers and infused significant resources during the last 15 months.
2. HCC has infused Rs 153 Cr to the project by way of mobilization advance repayment with interest charges.
3. Additional mobilization of major equipment as listed below.

Sr. No	Equipment	Unit	No
1	Stone Crusher and screening plant	No	1.00
2	Excavator	No	40.00
3	Tippers	No	90.00
4	Compactors	No	2.00
5	Sensor paver	No	2.00
6	PTR	No	1.00
7	Tandem Roller	No	2.00
8	Water tankers	No	8.00
9	Slip form Sets	No	2.00
10	Shotcrete equipment	No	1.00
11	Placer Boom	No	1.00
12	Boom drilling equipment	No	2.00
13	Transit Mixers	No	6.00
14	Special equipment for Slope protection	Sets	6.00
15	Concrete pump	No	1.00
16	625 KVA DG	No	1.00

17	Other Diesel gen sets	No	12.00
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Reply to Point No 8, 9 and 10:

HCC clarifies that as per CA definitions; "Maintenance" means the maintenance of the project highway as set forth in Article 14 for the period specified therein. Further, the maintenance requirements sought under the said article are pertaining to the operation period and not pertaining to the maintenance during construction period.

Further, as regard to the Authority contention pertaining to nonfulfillment of Contractor's obligations as per clause 10.4 of CA, HCC informs that it is the Authority which in breach as it has not fulfilled its obligation provided in clause 4.2 of CA since the condition of existing road was not provided in terms of the said condition. The said provisions stipulates that *the Authority shall prior to the Appointed date maintain the project highway at its own cost & expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its conditions 10 day prior to the last date for the submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof....." (emphasis added)*. However, HCC is constrained to inform that the aforesaid maintenance works were not carried out by the Authority and the status of the road provided on appointment date was itself in a very poor condition. The same was evident from the video recording submitted to the Authority on 28.12.2015 and to Authority's Engineer on 14.04.2016.

Further, it is also to be noted that as per requirement of article 10.4 of CA, the obligation of the Contractor towards maintenance of road is as follows

"During construction period, the contractor shall maintain at its cost, the existing lane(s) of the project highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of this agreement and shall undertake the necessary repair and maintenance works for this purpose....." (emphasis added).

Notwithstanding the above, and irrespective of the fact that the road provided as on Appointed Date was not at all in a very good condition, (as the authority had not undertaken any repair thereof prior to tender submission date) HCC has carried out / is carrying out the maintenance work in the better interest of the project & public. Even HCC had always maintained the diversions in traffic worthy condition in accordance with the stipulation of CA.

Also, it may be noted that HCC is not under Contractual obligation to carry out the maintenance works indefinitely in the extended stay in the Project for reasons not attributable to it. However even now HCC and its subcontractors are proactively submitting the plan for maintenance of existing highway on the dedicated traffic dry days (as intimated by Authority from time to time). Accordingly, HCC has been prudently undertaking the

maintenance works of the existing highway as per the directions of Authority / Authority Engineer so that the existing highway can be kept traffic worthy for the road commuters. It may please be recalled that HCC had carried out bituminous overlay in the past as stated below.

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Sr. No	Month & Year	Overlay executed (Km)
1	Mar-21	2.01 Km
2	Oct-20	2.931 Km
3	March 19 - April 19	24.022 Km
4	Jun-18	3.56 Km
5	Aug-17	0.648 Km

In addition to above, the routine repair and rectification works of the sign boards, road markings traffic barricading and installation & repair of crash barriers are undertaken on frequent basis however the same are damaged immediately due to the repeated voluminous landslides and intense traffic movement. Therefore, Authority's statement that the Contractor has not taken any remedial measures to improve the deteriorating condition of the highway is not fair given the peculiar nature of the project and its geological topography/instability and hence incorrect.

Authority's unilateral action to initiate the process of getting maintenance works done at the risk and cost of HCC is beyond the provisions of the Contract for the reasons stated above. It is essential that Authority appreciates and is fair in its approach, in the expectation of maintenance of the existing road conditions. However, Authority's decision to execute the works on their own is respected and the Contractual provisions shall be followed.

Reply to Point No 11 and 12:

Authority's submission under these paragraphs are refuted in entirety as HCC has always fulfilled / is fulfilling all its contractual obligations based on prevailing conditions at project site. Authority's contention that the development of new landslide zones is due to the unscientific slope cutting is factually and technically incorrect and is a baseless allegation. The occurrence of recurring landslides is only triggered due to the fragile geological conditions and other geotechnical issues prevailing throughout the project stretch. Since inception of the project, HCC has been continuously impressing and drawing the attention of the Authority/AE on the poor geological conditions and occurrence of recurring landslides throughout the project stretch. Accordingly, several Change of Scope proposals were submitted by HCC in order to mitigate the difficulties being faced during the execution so that the highway is "all weather highway" and safe for the road commuters. Notwithstanding the above, the slope protection works were also completed by HCC at various locations as envisaged in Schedule D of Contract Agreement however the same got damaged / washed away due to the recurring voluminous landslides. Further, the fragileness of the geology of the Project area has also been recorded even by the local authorities while suggesting the change in the alignment/scope of the works to construct all weather highway, in the following manner: (Deputy Commissioner, Ramban letter dated 14.01.2020)

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"The Contractor, HCC, although, has stopped fresh cutting works on this section for nearly a year, now, there still does not seem to be any respite from disruption in movement of vehicles due to several landslides and shooting stones especially in Maroog, Digdole, Panthyal, Mompassi and Gangroo areas"

"Ramban Banihal section is very vulnerable and shows very heavy activity of landslides and shooting stones areas due to its topography"

It may not be out of context to mention here that Landslides were occurring in locations where excavation works were yet not taken up.

Considering the above fragile conditions and ineffectiveness of envisaged slope protection in Contract Agreement, the comprehensive list of Change of Scope as below were suggested/submitted by HCC prior to the realignment proposal of the Authority.

Sr. No.	Description of work	From (SB)	To (SB)	Required Why?
1	From Km 150.071 to 152.296 (SB). Carriage way raised and shifted towards hill side. a) Road of 2.225Km length is raised and shifted laterally. b) 2 Major Bridges added c) 2 Minor bridges added	150+070	152+296	Since part of the road is getting submerged due to Sawalkote reservoir, FRL of both carriage ways has been raised and road is shifted towards hill side.
2	Realignment of existing PMGSY Road at Km 155+100 SB	155+080	155+650	Part of 600 m road stretch in South Bound carriageway comes under the alignment of existing PMGSY road.
3	Additional junction, 233 m of Service road and overpass at portal of Tunnel 5 at Makarkot	166+700	166+780	Proposed for connection of service road with south bound carriage way and in order to reduce the cross traffic movement at the, at grade junction on the highway
4	Cattle under passes under the South Bound road.	1. SB-151+304 (NB-149+300) 2. SB-166+915 (NB-165+125) 3. SB-168+718 (NB-167+200) 4. SB-170+322 (NB 168+800) 5. SB-175+000		In schedule B, cattle under pass below north bound road alone is indicated. Hence cattle under pass under south bound road are proposed as change of scope.

		(NB-173+500) 6. SB-177+930 (NB-176+450) 7. SB-181+247 (NB-179+800)		
5	Viaduct of length 230 m from Km 173.710 to km 173.940 (NB)	175+000	175+410	To avoid open excavation without disrupting traffic, considering Steep topography at this location, viaduct of 230 m length has been proposed on north bound carriageway. South bound road will follow existing road alignment.
6	Tunnel T13 of 345 m length proposed from Km 176.33 to 176.675 SB.	176+300	177+000	Additional tunnel proposed due to HT tower and blind spot in alignment
7	Rebuilding of valley side retaining wall for existing road support (RRM and Concrete)	160+040, 160+140, 167+000, 160+080, 160+100	160+100, 157+000, 157+900,	To support the existing Road.
8	Increase in length of Tunnel 2 by 39m.	153+793	153+832	The alignment of the Tunnel T2 has been modified to improve the lateral cover and avoid bend at the south portal location considering safety aspects. In the improved alignment, length of the tunnel has been increased by 39m that is from 195 m to 234 m.
9	Tunnel T 8 proposed for the length of 1207m from Km 156+450 to 158+400 (SB)	156+450	158+400	In order to avoid excavation for south bound road in steep and fragile topography as well as landslide area
10	Tunnel T 9 proposed for the length of 1485m from Km 159+403 to 160+888 (SB)	159+403	160+888	In order to avoid excavation for south bound road in steep and fragile topography as well as landslide area

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11	Tunnel T 10 proposed for the length of 1040m from Km 164+580 to Km 165+860 (Ext ch.)	163+050	164+450	In order to avoid excavation for south bound road in steep and fragile topography area, Tunnel T 10, of length 1040 m has been proposed
12	Removal of damaged protection net 165+140 SB			Hindering the construction activities of Major Bridge -4
13	350 m long viaduct proposed from Km 168.390 to Km 168.740 NB.	169+850	170+260	Viaduct is proposed from Km 168.390 to Km 168.740 NB due to steep topography at this location
14	Tunnel T 11 proposed for length of 1650m to avoid steep topography at 170+190 SB	170+100	170+240	In order to avoid excavation for south bound road in steep and fragile topography area, Tunnel T 11, of length 3050 m has been proposed
15	Additional tunnel at Panthyal parallel to Tunnel T5 of 870 m	165+860	166+730	Panthyal is most vulnerable location of the Jammu Srinagar National Highway. However in original DPR only one tunnel has been proposed in South Bound carriageway.
16	Viaduct of 2500 m from Mompassi to Gangroo need to be provided on the valley side	167+000	169+500	Mompassi to Gangroo is the area which is highly susceptible to landslide due to weak and loose rock mass.
17	Tunnel T7 proposed due to existing PMGSY at Ch. 155+100 SB for length of 607m	155+100	155+707	Due to existing PMGSY Road

However, Authority has consistently disregarded the proposals and insisted on continuing with the same alignment. It is only in June 2020 i.e., after almost 6 years of commencing the contract, that it has been realized that the original alignment cannot ensure a safe all-weather highway free from landslides, shooting stones, snow-fall related difficulties etc., and accordingly, Authority decided to realign the highway for 50% length of the project on

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12.06.2020, when a new DPR Consultant was appointed. Consequently, Authority vide its letter NHAI/PIU-Ramban/2019/11001/4263 dated 16.07.2020 advised HCC to suspend the works at several locations. The said act of Authority confirms acceptance of Authority that the original alignment was unsafe for the traffic and the Contractor was being pursued to execute the works dangerously. The realignment proposals by the new DPR consultant are mostly similar to the proposals submitted earlier by HCC and Authority's decision of realignment of the highway at this juncture of project is vindicating HCC's stand from the beginning.

Reply to Point No 13:

HCC is equally trying for early completion of this Highway of National Importance. However, as substantiated with the real facts and figures in the aforementioned paragraphs, the delays encountered in the project were beyond HCC's control and therefore HCC cannot be held accountable for the same.

Authority may kindly note that despite working in discontinuous stretches in an uneconomical manner, HCC is pursuing its best efforts to expedite the progress so that the strategically important highway can be completed and handed over at the earliest. As on date, the DBM works are progressing in full fledge and HCC is optimistic to complete the same by January 2022. The construction activities are also rapidly progressing on all structures, status of which is as below

Reply to Point No 14:

HCC acknowledges and appreciates the support and cooperation extended in the form of various reliefs by the Authority. However, it may please be noted that the said reliefs were only provided to mitigate the losses suffered by the Contractor in the prevailing COVID-19 situation and was available to all Government Contractors. Authority will appreciate that even during the prevailing COVID-19 situation wherein several difficulties owing to non-availability of labor force, delayed supply of construction materials due to broken supply chain etc. is being faced at site, HCC has executed the works amounting Rs 247.39 Cr in the last 12 months (despite suspension of works due to COVID-19 and suspension of works in half the Project Stretch). Also, the work amounting to Rs 45.07 Cr is already submitted vide Stage Payment Statement – 26, approval of which is under process with the Authority Engineer.

Reply to Point No 15 and 16:

The quality defects highlighted by Authority and the Quality Audit Team vide letter no NHAI/PIU-Ramban/2019/11001/4879 dated 10.12.2020 were timely rectified by HCC. Authority may kindly refer to HCC's letter no HCC/RBRP/2020-21/3555 dated 16.12.2020 and HCC/RBRP/2020-21/3711 dated 24.05.2021 wherein HCC had submitted the detailed compliance reports to Authority and Authority Engineer regarding rectification works undertaken. Kindly note that all the rectification works as directed by Authority and the Quality Audit Team are completed as per the required standards and submitted to Authority

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and Authority Engineer. Also, strict quality vigilance is implemented at site so that the quality standards are properly monitored. In addition, HCC vide its letter no HCC/RBRP/2020-21/3481 dated 24.09.2020 had submitted an unconditional apology for the unfortunate incident of misbehaviour and further assured that harmony and peace will be maintained during the course of execution of Contract.

Reply to Point No 17 (a) to (h):

In reply to the alleged defaults contended by Authority in the corresponding paragraph, HCC submits that, as on date, it is not at all, in any breach/default of any provisions of the Contract Agreement including clauses 23.1.1 (d), 23.1.1 (e) and 23.1.1 (f). Even no event of Contractor's default as alleged by the Authority ever occurred. A fair, independent, and unbiased assessment of the overall situation would reveal that the main reasons for delays and slow progress of works were on account of non-availability of sufficient continuous work fronts/ Tunnel fronts and hindrances etc. These have been communicated through its various correspondences including HCC's application for extension of time. HCC's pointwise reply to alleged defaults cited by Authority,

- a) Contractor's alleged default under Clause 23.1.1 (f) Contract - "*the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof*" - As stated in above paragraphs, there is no delay on the part of HCC. Authority shall appreciate the delay encountered by the Project and suspension of work in half the Project Stretch.
- b) Contractor's alleged default under 23.1.1 (e) "*the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer*"; - Contractor denies Authority's contention as there was no default on the part of the Contractor. In fact, the Contractor executed value of Rs 247 crore works in half the total project stretch in last one year clearly proves the Contractor's eagerness to execute works. Further Contractor never defaulted in maintenance and as pointed out earlier maintenance obligations cannot be extended indefinitely for reasons not attributable to the Contractor
- c) Contractor's alleged default clause 23.1.1 (d) *the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority* - As mentioned in above para (b), the Contractor has not at any point of time abandoned nor has shown any intention to abandon the works and hence has not committed any default as alleged by the Authority.
- d) Contractor in material time replied to Authority's Cure Notice vide letter dated 7th June 2018. The Cure Notice have no relevance after 3 years of its issue when Authority is not fulfilling its obligations and Contractor performed despite various constraints.
- e) The Contractor denies Authority's contention as there is no default on the part of the Contractor in terms of Article 10 of the Contract ie "*Design and Construction of the Project Highway*".

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- f) Contractor is not in default in terms of 23.1.1 (c) for the reasons stated hereinbefore as it is due to Authority's default Contractor could not achieve Project Milestones/ financial progress.
- g) Contractor denies Authority's contentions. In fact, the progress achieved is 23 % considering the availability of only half the Project Stretch. Authority's contention on Cure Notice is already clarified above.
- h) Contractor denies Authority's contention as it has achieved 247 Cr progress in last one year in spite of various odds. Further Contractor has mobilized sufficient equipment's & manpower and continuously augmenting the same.

Reply to Point No 18:

From the above submission, it is evident that HCC has been fulfilling its obligations and that it is the Authority which had not fulfilled in its obligation. In terms of Article-8 (Right of Way) in the Contract Agreement, the Authority's obligations are not yet fully met with are brought out herein below.

- i) **Sub-Clause 8.1 (a):** The Authority shall be responsible for acquiring and providing Right of Way on the site in accordance with the alignment finalized by the Authority, free from all encroachments and encumbrances and free access thereto for execution of this Agreement.
- ii) **Sub-Clause 8.2.1:**Subject to provisions of Clause 8.2.3, such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the site to which vacant access and Right of way has not been given to the Contractor.....
Whenever the Authority is ready to hand over any part or parts of the site included in the Appendix, it shall inform the Contractor, by notice, the proposed date and time of such handing over.
- iii) **Sub – Clause 8.2.3 :** Notwithstanding anything to the contrary contained in this Clause 8.2, the Authority shall specify the parts of the Site, if any, for which Right of Way shall be provided to the Contractor on the dates specified in Schedule-A. Such parts shall also be included in the Appendix prepared in pursuance of Clause 8.2.1. For the avoidance of doubt, the Parties expressly agree that the Appendix shall in no event contain sections of the Project Highway the cumulative length of which exceeds 10% (ten per cent) of the total length of the Project Highway.
- iv) **Sub – Clause 5.2 (h) under representation and warranties of the Authority:** The Authority represents and warrants to the Contractor that it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of total length of the Project Highway.

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In this connection, it may please be noted and appreciated that the Contract provides the order in which the reciprocal promises are to be performed by both the Parties. In terms of Contract, in the first place, the Authority is under obligation to provide sites to the Contractor as stipulated in clause 5.2 (h) of the Contract Agreement so that the Contractor is enabled to perform its reciprocal obligations to achieve the Project Milestones and full completion of Works as envisaged in the Contract. It would thus become apparent that the sites must be available for implementation of Works without any constraints. Accordingly, the Contractor is not in default of any Material Adverse Effect as alleged by the Authority.

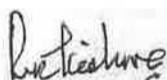
In view of the foregoing HCC submits that it is not at all in default of any provisions of the Contract as alleged by the Authority. In fact, HCC would propose that, at this stage it is necessary in the interest of the Project that, both the Contractor and Employer shall meet and discuss the plan of action to salvage and complete the Project at the earliest. HCC on its part is ready for the meeting on any convenient date suitable to the Authority and awaits the communication in this regard. As an affirmation of its commitment to improve the progress of the works, HCC has already submitted a works programme for the completion of the Project as mentioned in para 5 of HCC letter No. 3750 dated 16.06.2021, which is the reply to show cause notice issued by the Project Director.

Notwithstanding the facts and views stated above, HCC fully appreciates the concern of delays in completion of this strategic highway which is highly important in terms of National Security. As a responsible company of 100 years standing in the country, HCC is committed to the completion of the project as per completion schedules submitted herewith. We request you to kindly grant us an opportunity to prove our performance for three months – June, July, & August 2021 and gain your confidence. Schedule for the said three months is enclosed herewith as Annexure - II for your ready reference. While we commit wholehearted efforts to meet the targets, we request you to kindly withdraw the notice communicating intention to Terminate the Contract.

Thanking you and assuring our best of co-operation and services at all times.

Yours faithfully,

For Hindustan Construction Co Ltd



RVR Kishore
Chief Operating Officer – HCC E&C

Encl: Annexure – I : List of correspondences
: Annexure – II : Three months program for June, July & August 2021
: Annexure – III : Overall Completion Program.

Copy to:

- i. **Sh. Virender Sambyal**, General Manager (T), NHAI-HQ for information
- ii. **The Project Director**, NHAI-PIU Ramban
- iii. **The Authority's Engineer** M/s. Euroestudios S.L in association with Rodic Consultants Pvt. Ltd

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Annexure-I

List of Relevant Correspondences between HCC, Authority Engineer and Authority

1. HCC letter no. HCC/CONT/Ramban-Banihal/09 dated 20.01.2016
2. Authority's letter no: PD/SGR/14034/2015/HCC/27 dated 05.02.2016
3. Authority's letter no: PD/SGR/14008/01/2014/ LA-Rmb/68 dated 23.03.2016
4. HCC letter no. HCC/RBRP/EURO/2016-17/02 dated 08.04.2016
5. HCC letter no. HCC/RBRP/2016-17/65 dated 02.05.2016
6. Authority Engineer's letter no EURO-RODIC/RB/TL/13 dated 03.05.2016
7. HCC letter no. HCC letter no HCC/RBRP/2016-17/71 dated 09.05.2016
8. HCC letter no. HCC letter no HCC/RBRP/2016-17/72 dated 09.05.2016
9. HCC letter no HCC/RBRP/Govt/2016-17/73 dated 11.05.2016
10. HCC letter no HCC/RBRP/2016-17/80 dated 14.05.2016
11. Authority Engineer's letter no EURO-RODIC/RB/TL/34 dated 20.05.2016
12. HCC letter no HCC/RBRP/EURO/2016-17/89 dated 24.05.2016
13. HCC letter no HCC/RBRP/EURO/2016-17/96 dated 27.05.2016
14. HCC letter no HCC/RBRP/EURO/2016-17/98 dated 27.05.2016
15. HCC letter no HCC/RBRP/EURO/2016-17/99 dated 27.05.2016
16. HCC letter no. HCC/RBRP/2016-17/132 dated 15.06.2016
17. HCC letter no. HCC/RBRP/EURO/2016-17/180 dated 12.07.2016
18. HCC letter no. HCC/RBRP/2016-17/193 dated 23.07.2016
19. HCC letter no HCC/RBRP/Govt./2016-17/235 dated 10.08.2016
20. HCC letter no HCC/RBRP/Govt./2016-17/236 dated 10.08.2016
21. Authority Engineer's letter no EURO-RODIC/RB/TL/87 dated 10.08.2016
22. HCC letter no HCC/RBRP/EURO/2016-17/283 dated 10.09.2016
23. HCC letter no HCC/RBRP/EURO/2016-17/361 dated 10.10.2016
24. HCC letter no HCC/RBRP/EURO/2016-17/372 dated 14.10.2016
25. Authority Engineer's letter no EURO-RODIC/RB/TL/150 dated 17.10.2016
26. Authority Engineer's letter no EURO-RODIC/RB/TL/165 dated 25.10.2016
27. HCC letter no HCC/RBRP/EURO/2016-17/474 dated 16.11.2016
28. HCC letter no HCC/RBRP/EURO/2016-17/454 dated 10.11.2016
29. HCC letter no HCC/RBRP/EURO/2016-17/530 dated 10.12.2016
30. HCC letter no HCC/RBRP/2016-17/565 dated 26.12.2016
31. Authority's letter no: PD/SGR/14008/01/2014/LA Rmb/111 dated 12.01.2017
32. Authority Engineer's letter no EURO-RODIC/RB/TL/253 dated 03.01.2017
33. HCC letter no HCC/RBRP/EURO/2016-17/596 dated 10.01.2017
34. HCC letter no. HCC/RBRP/2016-17/603 dated 13.01.2017
35. Authority Engineer's letter no EURO-RODIC/RB/TL/269 dated 14.01.2017
36. Authority Engineer's letter no EURO-RODIC/RB/TL/277A dated 24.01.2017
37. Authority Engineer's letter no EURO-RODIC/RB/TL/282 dated 02.02.2017
38. HCC letter no. HCC/RBRP/EURO/2016-17/645 dated 08.02.2017
39. HCC letter no HCC/RBRP/EURO/2016-17/651 dated 10.02.2017
40. Authority Engineer's letter no EURO-RODIC/RB/TL/296 dated 11.02.2017

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41. HCC letter no HCC/RBRP/EURO/2016-17/659 dated 11.02.2017
42. Authority Engineer's letter no EURO-RODIC/RB/TL/299 dated 15.02.2017
43. HCC letter no HCC/RBRP/Govt./2016-17/663 dated 20.02.2017
44. HCC letter no. HCC/RBRP/EURO/2016-17/666 dated 20.02.2017
45. Authority Engineer's letter no EURO-RODIC/RB/TL/312 dated 22.02.2017
46. Authority Engineer's letter no EURO-RODIC/RB/TL/341 dated 14.03.2017
47. HCC letter no. HCC/RBRP/EURO/2016-17/702 dated 17.03.2017
48. Authority Engineer's letter no EURO-RODIC/RB/TL/371 dated 03.04.2017
49. Authority Engineer's letter no EURO-RODIC/RB/TL/381 dated 07.04.2017
50. HCC letter no. HCC/RBRP/EURO/2017-18/768 dated 04.05.2017
51. HCC letter no HCC/RBRP/EURO/2016-17/782 dated 10.05.2017
52. HCC letter no. HCC/RBRP/EURO/2017-18/778 dated 10.05.2017
53. Authority Engineer's letter no EURO-RODIC/RB/TL/465 dated 10.06.2017
54. Authority Engineer's letter no EURO-RODIC/RB/TL/471 dated 12.06.2017
55. HCC letter no HCC/RBRP/Govt./2017-18/902 dated 21.06.2017
56. Authority letter no NHAI/11019/22/2011/RB-RFQ/103196 dated 21.07.2017
57. HCC letter no HCC/RBRP/Govt/2017-18/1009 dated 29.07.2017
58. HCC letter no. HCC/RBRP/2017-18/1014 dated 03.08.2017
59. HCC letter no HCC/RBRP/EURO/2017-18/1028 dated 10.08.2017
60. Authority Engineer's letter EURO-RODIC/RB/TL/551 dated 22.08.2017
61. HCC letter no HCC/RBRP/EURO/2017-18/1166 dated 09.10.2017
62. Authority Engineer's letter no EURO-RODIC/RB/TL/634 dated 16.10.2017
63. HCC letter no. HCC/RBRP/EURO/2017-18/1211 dated 03.11.2017
64. HCC letter no HCC/RBRP/EURO/2017-18/1231 dated 10.11.2017
65. Authority's letter no PD/SGR/14037/2016/AE-RB/129 dated 16.11.2017
66. Authority Engineer's letter EURO-RODIC/RB/TL/705 dated 07.12.2017
67. HCC letter no HCC/RBRP/EURO/2017-18/1334 dated 16.01.2018
68. HCC letter no HCC/RBRP/EURO/2017-18/1371 dated 09.02.2018
69. HCC letter no HCC/RBRP/EURO/2017-18/1416 dated 10.03.2018
70. HCC letter no HCC/RBRP/Govt./2018-19/1464 dated 06.04.2018
71. HCC letter no HCC/RBRP/EURO/2018-19/1471 dated 10.04.2018
72. Authority Engineer's letter no EURO-RODIC/RB/TL/903 dated 23.04.2018
73. HCC letter no HCC/RBRP/EURO/2018-19/1512 dated 10.05.2018
74. Authority Engineer's letter no EURO-RODIC/RB/TL/957 dated 28.05.2018
75. HCC letter no HCC/RBRP/EURO/2018-19/1590-A dated 10.06.2018
76. Authority Engineer's letter no EURO-RODIC/RB/TL/1011 dated 29.06.2018
77. Authority Engineer's letter no EURO-RODIC/RB/TL/1018 dated 02.07.2018
78. HCC letter no HCC/RBRP/EURO/2018-19/1691 dated 10.07.2018
79. HCC letter no. HCC/RBRP/Govt./2018-19/1712 dated 13.07.2017
80. HCC letter no HCC/RBRP/EURO/2018-19/1728 dated 23.07.2018
81. Authority Engineer's letter no EURO-RODIC/RB/TL/1073 dated 30.07.2018
82. HCC letter no HCC/RBRP/Govt./2018-19/1753 dated 03.08.2018
83. HCC letter no HCC/RBRP/EURO/2018-19/1757 dated 03.08.2018
84. HCC letter no. HCC/RBRP/Govt./2018-19/1767 dated 08.08.2018

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85. HCC letter no HCC/RBRP/Govt./2018-19/1774 dated 11.08.2018
86. HCC letter no HCC/RBRP/2018-19/1775 dated 11.08.2018
87. HCC letter no HCC/RBRP/EURO/2018-19/1782 dated 14.08.2018
88. Authority Engineer's letter no EURO-RODIC/RB/TL/1125 dated 29.08.2018
89. HCC letter no HCC/RBRP/EURO/2018-19/1772 dated 09.08.2018
90. Authority Engineer's letter no EURO-RODIC/RB/TL/1110 dated 21.08.2018
91. Authority Engineer's letter no EURO-RODIC/RB/TL/1125 dated 29.08.2018
92. Authority Engineer's letter no EURO-RODIC/RB/TL/1135 dated 31.08.2018
93. HCC letter no HCC/RBRP/Govt./2018-19/1870 dated 13.09.2018
94. HCC letter no. HCC/RBRP/2018-19/1891 dated 20.09.2019
95. Authority Engineer's letter no EURO-RODIC/RB/TL/1157 dated 24.09.2018
96. HCC letter no HCC/RBRP/EURO/2018-19/1950 dated 10.10.2018
97. Authority Engineer's letter no EURO-RODIC/RB/TL/1214 dated 16.10.2018
98. HCC letter no HCC/RBRP/EURO/2018-19/2012 dated 10.11.2018
99. HCC letter no. HCC/RBRP/Govt./2018-19/1970 dated 22.10.2018
100. Authority's letter no PD/SGR/14034/2015/HCC/587 dated 06.11.2018
101. Authority Engineer's letter no EURO-RODIC/RB/TL/1280 dated 19.11.2018
102. HCC letter no. HCC/RBRP/EURO/2018-19/2033 dated 21.11.2018
103. Authority Engineer's letter no EURO-RODIC/RB/TL/1290 dated 27.11.2018
104. HCC letter no. HCC/RBRP/EURO/2018-19/2051 dated 30.11.2018
105. HCC letter no. HCC/RBRP/2018-19/2089 dated 20.12.2018
106. Authority Engineer's letter no EURO-RODIC/RB/TL/1346 dated 04.01.2019
107. HCC letter no HCC/RBRP/EURO/2018-19/2154 dated 10.01.2019
108. Authority's letter no PD/SGR/14008/01/LA-Rmb/193 dated 22.01.2019
109. HCC letter no. HCC/RBRP/2018-19/2170 dated 23.01.2019
110. Authority Engineer's letter no EURO-RODIC/RB/TL/1383 dated 07.02.2019
111. HCC letter no HCC/RBRP/EURO/2018-19/2171 dated 28.01.2019
112. Authority Engineer's letter no EURO-RODIC/RB/TL/1383 dated 07.02.2019
113. HCC letter no HCC/RBRP/EURO/2018-19/2193 dated 10.02.2019
114. HCC letter no. HCC/RBRP/EURO/2018-19/2201 dated 13.02.2019
115. HCC letter no. HCC/RBRP/EURO/2018-19/2224 dated 26.02.2019
116. HCC letter no. HCC/RBRP/EURO/2018-19/2227 dated 26.02.2019
117. HCC letter no. HCC/RBRP/EURO/2018-19/2232 dated 27.02.2019
118. HCC letter no. HCC/RBRP/EURO/2018-19/2240 dated 28.02.2019
119. Authority's letter no PD/SGR/14008/01/2014/LA-Rmb/198 dated 09.03.2019
120. HCC letter no. HCC/RBRP/EURO/2018-19/2263 dated 16.03.2019
121. HCC letter no. HCC/RBRP/EURO/2018-19/2288 dated 28.03.2019

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21-Jun-2021

Ramban Banihal Road Project
Three Months work Plan - Annexure II (1/4)

DBM PLAN - SOUTH BOUND

S No	Chanaiage From	Chanaiage To	Length	Side	Remarks
1	150056	150680	624	SB	May'21
2	150680	150790	110	SB	June'21
3	150790	151060	270	SB	Aug'21
4	151060	151290	230	SB	Slide and MJB-01 A
5	151290	151900	610	SB	Aug'21
6	151900	152810	910	SB	May'21
7	152810	153280	470	SB	MNB-02 and Tunnel-01
8	153280	153790	510	SB	May'21
9	153790	154220	430	SB	Tunnel-02 and COS portion
10	154220	154720	500	SB	May'21
11	154720	154900	180	SB	June'21

DBM PLAN - NORTH BOUND

S No	Chanaiage From	Chanaiage To	Length	Side	Remarks
1	148056	148780	724	NB	June'21
2	148780	149050	270	NB	Aug'21
3	149050	149290	240	NB	Slide and MJB-01 A
4	149290	149900	610	NB	Aug'21
5	149900	150200	300	NB	May'21
6	151340	151840	500	NB	Aug'21
7	152500	153170	670	NB	July'21

S No	Chanaiage From	Chanaiage To	Length	Side	Remarks
1	177000	178150	1150	SB	July'21
2	178150	178800	650	SB	June'21
3	178800	179000	200	SB	Steep excavation
4	179000	180130	1130	SB	July'21
5	180130	180430	300	SB	June'21
6	180430	180600	170	SB	MNB-17
7	180600	180720	120	SB	June'21
8	180720	180850	130	SB	MNB-18
9	180850	181610	760	SB	June'21
10	181610	181720	110	SB	May'21
11	181720	181820	100	SB	June'21

S No	Chanaiage From	Chanaiage To	Length	Side	Remarks
1	175500	176840	1340	NB	Aug'21
2	179380	180356	976	NB	July'21
3	176600	176980	320	NB	Aug'21

S No	Chanaiage From	Chanaiage To	Length	Side	Remarks
1	173400	175150	1450	SB	Aug : 300 issue due to pylon
2	175150	175450	300	SB	Viaduct
3	175450	176000	550	SB	July'21
4	176000	176300	300	SB	Steep excavation

DBM SUMMARY

S No	Month	South bound	North bound	Total (As per Site)		
1	May'21	m	2,654	300	2,954	
2	June'21	m	2,220	724	2,944	
3	July'21	m	2,830	1,646	4,476	
4	Aug'21	m	880	3,040	3,920	
Total				8,584	5,710	14,294

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THREE MONTHS WORKPLAN SLOPE PROTECTION - Annexure II (3/4)

Item	Length	Rock Bolt (No)	Wire mesh (SqM)	Material		Turfing (SqM)	Days	Duration		Remarks
				Perforated pvc pipe (Rm)	Slope Trimming-500 mm (Cum)			Start Date	Finish Date	
South bound chainage - 181040 to 181830										
Filling										
181270-181290=20	20	80	316	20	158		-			
Rock net										
180850-180890=40	40	100	422	30	211		4.00	25-Jun-2021	29-Jun-2021	1st Set of equipment
180890-180916=26	26	104	411	28	206		3.00	30-Jun-2021	3-Jul-2021	
180916-181040=124	124	498	1,961	124	980		13.00	4-Jul-2021	17-Jul-2021	
181040-181270=230	230	920	3,637	232	1,818		23.00	18-Jul-2021	10-Aug-2021	
Rock net + Stone masonry revetment wall										
181420-181510=90	90	225	949	69	474		9.00	10-Aug-2021	19-Aug-2021	1st Set of equipment
181550-181640=90	90	360	1,423	92	712		9.00	20-Aug-2021	29-Aug-2021	
181640-181730=90	90	225	949	69	474		9.00	30-Aug-2021	8-Sep-2021	
Stone masonry revetment wall										
181290-181310=20	20	80	316	20	158		-			
181310-181420=110	110	440	1,739	112	870		-			
181510-181517=7	7	32	111	8	55		-			
181517-181527=10	10	40	158	12	79		-			
181527-181550=23	23	96	364	24	182		-			
181730-181770=40	40	160	632	40	316		-			
181770-181810=40	40	160	632	40	316		-			
181810-181830=20	20	80	316	20	158		-			
South bound chainage - 150046 to 150830										
Stone masonry revetment wall										
150046-150080=34	34						-			
150080-150107=107	107		34				-			
150107-150100=3	3						-			
150190-150210=20	20						-			
150210-150300=90	90				90		-			
150300-150370=70	70		90		70		-			
Stone masonry revetment wall + trimming										
150370-150420=50	50		70		50		2.00	1-Jul-2021	3-Jul-2021	Mobilisation of manpower for
150420-150490=70	70				70		3.00	4-Jul-2021	7-Jul-2021	
150490-150510=20	20				20		1.00	8-Jul-2021	9-Jul-2021	
Rock net + Slope trimming & turfing										
150510-150550=40	40				40	40	4.00	1-Aug-2021	5-Aug-2021	Mobilisation of equipment for
Slope trimming & turfing										
150550-150600=50	50		40		50	50	2.00	5-Aug-2021	7-Aug-2021	
150600-150800=200	200				200	200	7.00	8-Aug-2021	15-Aug-2021	
South bound chainage - 152190 to 152840										
Gablon+Wiremesh System										
152190-152210=20	20		20				8.00	10-Jul-2021	18-Jul-2021	Mobilisation of manpower for
152210-152230=20	20		20				8.00	19-Jul-2021	27-Jul-2021	
152230-152260=30	30		30				12.00	28-Jul-2021	9-Aug-2021	2nd Set of equipment
Gablon										
152260-152275=15	15						6.00	10-Aug-2021	16-Aug-2021	
152390-152410=20	20						8.00	17-Aug-2021	25-Aug-2021	
Filling										
152275-152300=25	25						-			
152300-152390=90	90						-			
152570-152590=20	20						-			
Rock net + Slope trimming										
152410-152570=160	160		160		160		16.00	25-Jun-2021	11-Jul-2021	3rd Set of equipment
152605-152720=115	115		115		115		12.00	11-Jul-2021	23-Jul-2021	
152720-152840=120	120		120		120		12.00	23-Jul-2021	4-Aug-2021	
Total Length	2,369	4,408	18,355	1,170	9,813	290				

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THREE MONTHS WORKPLAN BRIDGE AND TUNNEL - Annexure II (4/4)

Description	Days	Start Date	Finish Date	Manpower (No's)	19-Jun	20-Jun	21-Jun	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	30-Jun	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul	6-Jul	7-Jul	8-Jul	9-Jul	10-Jul	11-Jul	12-Jul
MNB-08 - PSC Box Girder																												
Foundation																												
Drawing as per COS modification	40.00	20-Jun-2021	28-Jul-2021																									
A1																												
Excavation	5.00	29-Jul-2021	2-Aug-2021																									
PCC	1.00	2-Aug-2021	2-Aug-2021	2																								
RAFT	20.00	2-Aug-2021	21-Aug-2021	10																								
A2																												
Excavation	5.00	21-Aug-2021	25-Aug-2021																									
PCC	1.00	25-Aug-2021	25-Aug-2021	2																								
RAFT	20.00	25-Aug-2021	13-Sep-2021	10																								
Sub Structure																												
A1																												
Abutment Cap	20.00	21-Aug-2021	9-Sep-2021	12																								
A2																												
Abutment Cap	20.00	13-Sep-2021	2-Oct-2021	12																								
Sup Structure																												
Cast in Situ	90.00	2-Oct-2021	30-Dec-2021																									
MNB-09 - Cell box Type																												
Complete																												
MNB-10 - Cell box Type																												
Complete																												
MNB-11 - Cell box Type																												
Complete																												
MNB-12 - Cell box Type																												
Complete																												
MNB-13-RCC I girder																												
Foundation																												
A1	Complete																											
A2	Complete																											
Sub Structure																												
A1																												
A2	Complete																											
Sup Structure																												
Staging for Slab	20.00	20-Jun-2021	9-Jul-2021	10																								
Mould & Forming including all etc.	18.00	20-Jun-2021	4-Jul-2021																									
Girder Casting - 4 Nos	40.00	4-Jul-2021	12-Aug-2021	20																								
Erection	60.00	12-Aug-2021	10-Oct-2021	20																								
MNB-14 - Cell box Type																												
Complete																												
MNB-15 - Cell box Type																												
Complete																												
MNB-16 - Cell box Type																												
Complete																												
MNB-17 - Cell box Type																												
Excavation	5.00	30-Jun-2021	4-Jul-2021																									
Retaining wall	30.00	4-Jul-2021	2-Aug-2021	15																								
Raft	40.00	2-Aug-2021	10-Sep-2021	30																								
MNB-18 - Cell box Type																												
Raft	12.00	19-Jun-2021	30-Jun-2021	20																								
6 Walls	45.00	30-Jun-2021	13-Aug-2021	30																								
Slab	30.00	13-Aug-2021	11-Sep-2021	30																								
MNB-19 - Cell box Type																												
NA																												
MNB-20 - Cell box Type																												
NA																												
MNB-21-RCC I Girder																												
Preliminary works																												
Diversion plan approval	15.00	6/22/2021	6-Jul-2021																									
Diversion works	30.00	6-Jul-2021	4-Aug-2021	10																								
Dismantelling of road and Bridges	15.00	4-Aug-2021	18-Aug-2021																									
A1																												
Excavation	30.00	18-Aug-2021	16-Sep-2021																									
PCC	1.00	16-Sep-2021	16-Sep-2021																									
RAFT	30.00	16-Sep-2021	15-Oct-2021																									
A2																												
Excavation	30.00	18-Aug-2021	16-Sep-2021																									
PCC	1.00	16-Sep-2021	16-Sep-2021																									
RAFT	30.00	16-Sep-2021	15-Oct-2021																									
MJB 05																												
Foundation																												
A2	Complete																											
P2	Complete																											
P1	Complete																											
A1																												
Raft	10.00	19-Jun-2021	28-Jun-2021	15																								
Sub Structure																												
A2																												
2 Lifts	50.00	19-Jun-2021	7-Aug-2021	20																								
P2	Complete																											
P1	Complete																											
A1																												
Abutment	30.00	28-Jun-2021	27-Jul-2021	20																								

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THREE MONTHS WORKPLAN BRIDGE AND TUNNEL - Annexure II (4/4)

Description	Days	Start Date	Finish Date	Manpower (No's)	19-Jun	20-Jun	21-Jun	22-Jun	23-Jun	24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	29-Jun	30-Jun	1-Jul	2-Jul	3-Jul	4-Jul	5-Jul	6-Jul	7-Jul	8-Jul	9-Jul	10-Jul	11-Jul	12-Jul
Sup Structure																												
Drawing approval (Revised length)	30.00	19-Jun-2021	18-Jul-2021																									
Girder & Bearing Procurement	15.00	28-Jul-2021	11-Aug-2021																									
Girder launching preliminary works	20.00	11-Aug-2021	30-Aug-2021																									
Launching of girder	90.00	30-Aug-2021	27-Nov-2021																									
Deck slab	60.00	27-Nov-2021	25-Jan-2022																									
MJB 03																												
Foundation																												
A2	Complete																											
P3	Complete																											
P2	Complete																											
P1	Complete																											
A1	Complete																											
Sub Structure																												
A2																												
4 Lifts	60.00	19-Jun-2021	17-Aug-2021	30																								
P3																												
Pier Cap	30.00	19-Jun-2021	18-Jul-2021	15																								
P2																												
Pier Cap	30.00	29-Jun-2021	28-Jul-2021	15																								
P1																												
8 of 11 m	30.00	19-Jun-2021	18-Jul-2021	16																								
Pier Cap	30.00	18-Jul-2021	16-Aug-2021																									
A1																												
Abutment Cap	10.00	19-Jun-2021	28-Jun-2021	15																								
Sup Structure																												
Drawing approval	7.00	19-Jun-2021	25-Jun-2021																									
Girder & Bearing Procurement	15.00	11-Aug-2021	25-Aug-2021																									
Girder launching preliminary works	20.00	25-Aug-2021	13-Sep-2021																									
Tunnel 01																												
Pavement layers																												
Fill concrete	6.00	27-Jun-2021	2-Jul-2021																									
Drain	15.00	2-Jul-2021	16-Jul-2021																									
UVV	1.00	16-Jul-2021	18-Jul-2021																									
DLC	1.00	16-Jul-2021	18-Jul-2021																									
PQC	30.00	16-Jul-2021	14-Aug-2021																									
Finishing works																												
Finalisation of agency	10.00	20-Jun-2021	29-Jun-2021																									
Design of luminaire	15.00	30-Jun-2021	14-Jul-2021																									
Mobilisation of Agency for lighting	5.00	14-Jul-2021	18-Jul-2021																									
Mobilisation of Agency for road furnitures	10.00	29-Jun-2021	8-Jul-2021																									
Execution of luminaire & road furnitures	17.00	14-Jul-2021	30-Jul-2021																									
Tunnel-02																												
Finishing works																												
Finalisation of agency	10.00	20-Jun-2021	29-Jun-2021																									
Design of luminaire	15.00	30-Jun-2021	14-Jul-2021																									
Mobilisation of Agency for lighting	5.00	14-Jul-2021	18-Jul-2021																									
Mobilisation of Agency for road furnitures	10.00	29-Jun-2021	8-Jul-2021																									
Execution of luminaire & road furnitures	17.00	14-Jul-2021	30-Jul-2021																									
Tunnel-03																												
Lining works																												
Erection of gantry	10.00	20-Jun-2021	29-Jun-2021																									
Lining works	93.03	29-Jun-2021	29-Sep-2021	180 m progress																								
Tunnel - 05																												
Heading	5.00	20-Jun-2021	24-Jun-2021																									
Benching	69.00	24-Jun-2021	31-Aug-2021																									
Drawing for Slope protection	30.00	20-Jun-2021	19-Jul-2021																									
Mobilisation of agency	30.00	19-Jul-2021	17-Aug-2021																									
Commencement of works	60.00	17-Aug-2021	15-Oct-2021																									

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Annexure-III

HEC

Hindustan Construction Co Ltd

Overall completion program

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07

HCC

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Scope details

Description	Scope	%
Contract Scope	Rs 1783 Cr	
Suspended Scope	Rs 842 Cr	
Available Scope	Rs 1076 Cr	
Financial Progress till May 2021	Rs 576 Cr	54%
a) Before Subcontract - till Mar'20	Rs 329 Cr	31%
b) After Subcontract - till May'21	Rs 247 Cr	23%
Value of Balance Scope	Rs 500 Cr	46%
Physical Progress till May' 21	Rs 610.42	57%

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HCC

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Summary of completion program - Highway

Sl no:	Road Works	Length (Km)	Completion		Scheduled completion as per program	Remarks
			Status	Month		
1	South Bound	2.10 Km	DBM Complete	May-21	May-21	
2	South Bound	0.61 Km	DBM Complete	Jun-21	May-21	
3	South Bound	2.40 Km	In progress	Jun-21	May-21	
4	South Bound	3.50 Km	In progress	Jul-21	Jul-21	
5	South Bound	1.80 Km	In progress	Aug-21	Aug-21	
6	South Bound - other connecting stretches	2.80 Km	Yet to Commence	Sep-21	Sep-21	
Total of South Bound carriageway upto DBM		13.21 Km				
1	North Bound	2.10 Km	In progress	Jul-21	Jul-21	
2	North Bound	2.80 Km	In progress	Aug-21	Jul-21	
3	North Bound	3.00 Km	Yet to Commence	Nov-21	Nov-22	
4	North Bound	1.70 Km	Yet to Commence	Dec-22	Dec-22	
5	North Bound	1.80 Km	Yet to Commence	Jan-22	Jan-22	
6	North Bound	2.80 Km	Yet to Commence	Jan-22	Jan-22	
Total of North Bound carriageway upto DBM		14.21 Km				

Summary of completion program – Minor Bridges

HCC

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S No	Minor Bridge	Length (Km)	Completion		Scheduled completion as per program	Remarks
			Status	Month		
1	MNB-1	50m	Under COS.	Nov-21	Nov-21	
2	MNB-2	50 m	Work in Progress	Oct-21	Jul-21	
3	MNB-8	60m	Under COS.	Dec-21	Dec-21	
4	MNB-9	25m	Yet to commence	May-21	May-21	
5	MNB-10	57m	Complete	Aug-21	Aug-21	
6	MNB-11	24m	In progress	Jul-21	Jul-21	
7	MNB-12	20m	Complete	May-21	May-21	
8	MNB-13	25m	In progress	Aug-21	Aug-21	
9	MNB-14	20m	Complete	May-21	May-21	
10	MNB-15	30m	Complete	Apr-21	Apr-21	
11	MNB-16	25m	Complete	Apr-21	Apr-21	
12	MNB-17	57m	In progress	Jan-22	Nov-21	
13	MNB-18	57m	In progress	Oct-21	Oct-21	
14	MNB-19	57m	Yet to commence	Oct-22	Aug-22	
15	MNB-20	57m	Yet to commence	Jul-22	Jul-22	
16	MNB-21	22m	Yet to commence	Aug-22	Aug-22	

02

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HCC

Summary of completion program – Major Bridges and Tunnels 811

S No	Major Bridges	Length (Km)	Completion		Schedul completion as per program	Delay
			Status	Month		
1	MJB 03	180 m	In progress	Jan-22	Jan-22	
2	MJB 05	140 m	In progress	Jan-22	Jan-22	

S No	Tunnel	Length (Km)	Completion		Schedul completion as per program	Delay
			Status	Month		
1	Tunnel - 1	323 m	Complete except pavement and lighting	Jul-21	May-21	Impact of labor shortage due to Covid 19
2	Tunnel - 2	235 m	Complete except lighting	Jul-21	Apr-21	Impact due to Covid 19
3	Tunnel - 3	510 m	Complete except Lining, pavement and lighting	Dec-21	Dec-21	
4	Tunnel - 4	610 m	Complete except Lining, pavement and lighting for 500 m	Nov-22	Lining will be completed after Tunnel T-5	Works suspended beyond 500 m due to realignment proposal
5	Tunnel - 5	870 m	In progress	Apr-22	Dec-21	20 m of heading is balance. Benching, Lining, Pavement, ventilation and lighting balance.

01.

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THREE MONTHS WORKPLAN HIGHWAY - Annexure II (2/4)

WORK PLAN JUNE-21													
No	Chanaige		Scope (m)	Balance (m)	Activity	Qty	Unit	Resources	Days	Start Date	Finish Date		
	From	To											
1	150+680	150+790	110	10	Sub Grade	800	Cum	2 Excavator	1	12-Jun-2021	13-Jun-2021		
			110	110	GSB	569	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	13-Jun-2021	14-Jun-2021		
			110	110	WMM-1	207	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	14-Jun-2021	15-Jun-2021		
			110	110	WMM-2	207	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	15-Jun-2021	16-Jun-2021		
			110	110	Prime coat	1,320	SQM	1 Compressor1 Sparyer	1	16-Jun-2021	17-Jun-2021		
			110	110	DBM	-	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	-	17-Jun-2021	17-Jun-2021		
			110	-	Hill side wall	-	Cum	-	-	-	-	-	
			110	-	Median side wall	-	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	-	-	-	-	
			110	-	Hill side drain	-	Cum	-	-	-	-	-	
			3	-	Culvert	-	No:	-	-	-	-	-	-
2	154+720	154+900	180	180	Sub Grade	1,440	Cum	2 Excavator	2	15-Jun-2021	17-Jun-2021		
			180	180	GSB	931	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	25-Jun-2021	27-Jun-2021		
			180	180	WMM-1	338	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	27-Jun-2021	27-Jun-2021		
			180	180	WMM-2	338	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	27-Jun-2021	28-Jun-2021		
			180	180	Prime coat	2,160	SQM	1 Compressor1 Sparyer	1	28-Jun-2021	29-Jun-2021		
			180	180	DBM	296	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	29-Jun-2021	30-Jun-2021		
			180	10	Hill side wall	40	Cum	1 gangs x 8 workers = 8 workers @20 m /day	1	15-Jun-2021	15-Jun-2021		
			180	120	Median side wall	1,620	Cum	5 gang x 8 workers = 40 workers @ 1.25cum/day	14	13-Jun-2021	26-Jun-2021		
			180	40	Hill side drain	20	Cum	1 gang x 8 workers = 8 workers @ 25 m/day	2	24-Jun-2021	26-Jun-2021		
			1	-	Culvert	-	No:	-	-	-	-	-	-
3	180+850	181+610	760	250	Sub Grade	2,000	Cum	2 Excavator	3	7-Jun-2021	10-Jun-2021		
			760	760	GSB	3,929	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	3	10-Jun-2021	13-Jun-2021		
			760	760	WMM-1	1,429	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	3	13-Jun-2021	15-Jun-2021		
			760	760	WMM-2	1,429	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	2	15-Jun-2021	18-Jun-2021		
			760	760	Prime coat	9,120	SQM	1 Compressor1 Sparyer	1	18-Jun-2021	19-Jun-2021		
			760	760	DBM	1,250	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	19-Jun-2021	20-Jun-2021		
			760	-	Hill side wall	-	Cum	-	-	-	-	-	
			760	-	Median side wall	-	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	-	-	-	-	
			760	-	Hill side drain	-	Cum	-	-	-	-	-	
			6	-	Culvert	-	No:	-	-	-	-	-	-
4	181+720	181+820	100	100	Sub Grade	800	Cum	2 Excavator	1	15-Jun-2021	16-Jun-2021		
			100	100	GSB	517	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	16-Jun-2021	17-Jun-2021		
			100	100	WMM-1	188	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	17-Jun-2021	18-Jun-2021		
			100	100	WMM-2	188	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	18-Jun-2021	19-Jun-2021		
			100	100	Prime coat	1,200	SQM	1 Compressor1 Sparyer	1	19-Jun-2021	20-Jun-2021		
			100	100	DBM	165	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	20-Jun-2021	21-Jun-2021		
			100	-	Hill side wall	-	Cum	-	-	-	-	-	
			100	-	Median side wall	-	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	-	-	-	-	
			100	-	Hill side drain	-	Cum	-	-	-	-	-	
			2	-	Culvert	-	No:	-	-	-	-	-	-
5	170+150	170+1000	650	20	Sub Grade	1,600	Cum	2 Excavator	3	17-Jun-2021	19-Jun-2021		
			650	650	GSB	3,361	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	19-Jun-2021	21-Jun-2021		
			650	650	WMM-1	1,222	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	21-Jun-2021	24-Jun-2021		
			650	650	WMM-2	1,333	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	3	21-Jun-2021	24-Jun-2021		
			650	650	Prime coat	7,800	SQM	1 Compressor1 Sparyer	1	28-Jun-2021	29-Jun-2021		
			650	650	DBM	1,069	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	27-Jun-2021	28-Jun-2021		
			650	200	Hill side wall	800	Cum	5 gangs x 8 workers = 40 workers @20 m /day	5	20-Jun-2021	25-Jun-2021		
			650	80	Median side wall	720	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	9	17-Jun-2021	26-Jun-2021		
			650	450	Hill side drain	225	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	4	20-Jun-2021	23-Jun-2021		
			5	-	Culvert	-	No:	-	-	-	-	-	-
6	180+130	180+430	300	300	Sub Grade	1,650	Cum	2 Excavator	3	17-Jun-2021	19-Jun-2021		
			300	300	GSB	1,551	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	26-Jun-2021	27-Jun-2021		
			300	300	WMM-1	564	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	27-Jun-2021	28-Jun-2021		
			300	300	WMM-2	564	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	28-Jun-2021	29-Jun-2021		
			300	300	Prime coat	3,600	SQM	1 Compressor1 Sparyer	1	29-Jun-2021	30-Jun-2021		
			300	300	DBM	494	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	0	30-Jun-2021	30-Jun-2021		
			300	250	Hill side wall	1,000	Cum	5 gangs x 8 workers = 40 workers @20 m /day	3	20-Jun-2021	22-Jun-2021		
			300	30	Median side wall	405	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	5	21-Jun-2021	26-Jun-2021		
			300	200	Hill side drain	100	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	2	22-Jun-2021	23-Jun-2021		
			3	-	Culvert	-	No:	-	-	-	-	-	-
7	180+600	180+720	120	120	Sub Grade	660	Cum	3 Excavator	1	17-Jun-2021	18-Jun-2021		
			120	120	GSB	620	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	24-Jun-2021	25-Jun-2021		
			120	120	WMM-1	226	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	25-Jun-2021	26-Jun-2021		
			120	120	WMM-2	226	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	26-Jun-2021	27-Jun-2021		
			120	120	Prime coat	1,440	SQM	1 Compressor1 Sparyer	1	27-Jun-2021	28-Jun-2021		
			120	120	DBM	197	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	28-Jun-2021	29-Jun-2021		
			120	30	Hill side wall	120	Cum	1 gangs x 8 workers = 8 workers @20 m /day	2	20-Jun-2021	21-Jun-2021		
			120	35	Median side wall	280	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	4	21-Jun-2021	24-Jun-2021		
			120	30	Hill side drain	15	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	0	22-Jun-2021	22-Jun-2021		
			-	-	Culvert	-	No:	-	-	-	-	-	-
8	148+056	148+780	724	300	Sub Grade	1,500	Cum	3 Excavator	3	21-Jun-2021	23-Jun-2021		
			724	544	GSB	2,812	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	23-Jun-2021	24-Jun-2021		
			724	544	WMM-1	1,023	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	24-Jun-2021	25-Jun-2021		
			724	724	WMM-2	1,361	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	25-Jun-2021	27-Jun-2021		
			724	724	Prime coat	8,688	SQM	1 Compressor1 Sparyer	1	27-Jun-2021	28-Jun-2021		
			724	724	DBM	1,191	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	28-Jun-2021	29-Jun-2021		
			724	200	Median side drain	100	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	2	21-Jun-2021	22-Jun-2021		
			4	1	Culvert	-	No:	-	-	-	-	-	-
			90	45	Valley side wall	405	Cum	4 gang x 8 workers = 32 workers @ 1.25cum/day	9	15-Jun-2021	24-Jun-2021		
			148+352		Slab in progress					1 gang of 8 workers	3	21-Jun-2021	24-Jun-2021
WORK PLAN JULY-21													
1	177+000	178+150	1,050	100	Sub Grade	8,000	Cum	3 Excavator	13	20-Jun-2021	3-Jul-2021		
			1,050	1,050	GSB	6,429	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	3-Jul-2021	7-Jul-2021		
			1,050	1,050	WMM-1	1,974	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	7-Jul-2021	11-Jul-2021		
			1,050	1,050	WMM-2	1,974	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	3	11-Jul-2021	14-Jul-2021		
			1,050	1,050	Prime coat	12,600	SQM	1 Compressor1 Sparyer	1	14-Jul-2021	15-Jul-2021		
			1,050	1,050	DBM	1,727	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	2	15-Jul-2021	16-Jul-2021		
			1,050	800	Hill side wall	3,200	Cum	5 gangs x 8 workers = 40 workers @20 m /day	11	25-Jun-2021	6-Jul-2021		
			1,050	100	Median side wall	1,350	Cum	8 gang x 8 workers = 64 workers @ 1.25cum/day	17	3-Jul-2021	19-Jul-2021		
			1,050	1,000	Hill side drain	500	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	8	29-Jun-2021	7-Jul-2021		
			5	3	Culvert	-	No:	-	-	-	-	-	-
		177+218		2nd lift + Slab			1 gang of 8 workers	6	20-Jun-2021	26-Jun-2021			
		177+530		Yet to start			1 gang of 8 workers , Excavator , Shuttering - 240 Sqm	11	22-Jun-2021	3-Jul-2021			
		177+910		Head wall lift + Culvert			1 gang of 8 workers , Roller , Excavator , Shuttering - 240 Sqm	11	20-Jun-2021	1-Jul-2021			
		1,130	300	Sub Grade	15,000	Cum	8 Rock breaker	19	27-Jun-2021	15-Jul-2021			
		1,130	1,130	GSB	5,842	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	13-Jul-2021	17-Jul-2021			
		1,130	1,130	WMM-1	2,124	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	17-Jul-2021	22-Jul-2021			

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THREE MONTHS WORKPLAN HIGHWAY - Annexure II (2/4)

WORK PLAN JUNE-21															
No	Chanaige		Scope (m)	Balance (m)	Activity	Qty	Unit	Resources	Days	Start Date	Finish Date				
	From	To													
2	179+000	180+130	1,130	1,130	WMM-2	2,124	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	3	22-Jul-2021	25-Jul-2021				
			1,130	1,130	Prime coat	13,560	SQM	1 Compressor1 Sparyer	1	25-Jul-2021	26-Jul-2021				
			1,130	1,130	DBM	1,859	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	2	26-Jul-2021	28-Jul-2021				
			1,130	1,130	Hill side wall	4,520	Cum	5 gangs x 8 workers = 40 workers @20 m /day	14	27-Jun-2021	11-Jul-2021				
			1,130	250	Median side wall	3,375	Cum	12 gang x 8 workers = 96 workers @ 1.25cum/day	29	27-Jun-2021	28-Jul-2021				
			1,130	1,130	Hill side drain	565	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	9	27-Jun-2021	6-Jul-2021				
			5	3	Culvert		No:								
						179+225	Gabion + Culvert			1 gang of 8 workers	15	20-Jun-2021	5-Jul-2021		
						179+700	Gabion + Culvert			1 gang of 8 workers	10	20-Jun-2021	30-Jun-2021		
						179+970	Yet to start			1 gang of 8 workers	11	30-Jun-2021	11-Jul-2021		
3	175+450	176+000	550	10	Sub Grade	1,000	Cum	2 Excavator	1	21-Jun-2021	22-Jun-2021				
			550	550	GSB	2,844	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	22-Jul-2021	23-Jul-2021				
			550	550	WMM-1	1,034	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	23-Jul-2021	26-Jul-2021				
			550	550	WMM-2	1,034	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	2	26-Jul-2021	27-Jul-2021				
			550	550	Prime coat	6,600	SQM	1 Compressor1 Sparyer	1	27-Jul-2021	28-Jul-2021				
			550	550	DBM	905	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	28-Jul-2021	29-Jul-2021				
			550	550	Hill side wall	2,200	Cum	5 gangs x 8 workers = 40 workers @20 m /day	9	23-Jun-2021	1-Jul-2021				
			550	100	Median side wall	1,350	Cum	12 gang x 8 workers = 96 workers @ 1.25cum/day	17	23-Jun-2021	9-Jul-2021				
			550	550	Hill side drain	275	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	4	23-Jun-2021	27-Jun-2021				
			2	1	Culvert		No:								
			175+561	Yet to start			1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	30-Jun-2021	11-Jul-2021					
4	152+500	153+170	670	670	Sub Grade	6,700	Cum	3 Excavator	7	5-Jul-2021	11-Jul-2021				
			670	670	GSB	3,464	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	11-Jul-2021	14-Jul-2021				
			670	670	WMM-1	1,260	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	3	14-Jul-2021	16-Jul-2021				
			670	670	WMM-2	1,260	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	2	16-Jul-2021	18-Jul-2021				
			670	670	Prime coat	8,040	SQM	1 Compressor1 Sparyer	1	18-Jul-2021	19-Jul-2021				
			670	670	DBM	1,102	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	19-Jul-2021	20-Jul-2021				
			670	200	Median side drain	100	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	4	10-Jul-2021	14-Jul-2021				
			2	2	Culvert		No:								
			1	1	152+701	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	8-Jul-2021	19-Jul-2021		
			1	1	153+010	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	8-Jul-2021	19-Jul-2021		
A	170+100	180+100	976	976	Sub Grade	9,760	Cum	3 Excavator	10	22-Jun-2021	1-Jul-2021				
			976	976	GSB	5,048	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	3	17-Jul-2021	20-Jul-2021				
			976	976	WMM-1	1,835	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	20-Jul-2021	23-Jul-2021				
			976	976	WMM-2	1,835	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	3	23-Jul-2021	26-Jul-2021				
			976	976	Prime coat	11,712	SQM	1 Compressor1 Sparyer	1	26-Jul-2021	27-Jul-2021				
			976	976	DBM	1,606	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	27-Jul-2021	29-Jul-2021				
			976	460	Median side drain	230	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	9	27-Jun-2021	6-Jul-2021				
			1	1	179+410	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Jul-2021	12-Jul-2021		
			1	1	179+624	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Jul-2021	12-Jul-2021		
			1	1	179+630	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Jul-2021	12-Jul-2021		
1	1	179+731	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Jul-2021	12-Jul-2021					
1	1	179+828	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	6-Jul-2021	17-Jul-2021					
1	1	180+013	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	6-Jul-2021	17-Jul-2021					
1	1	180+295	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	6-Jul-2021	17-Jul-2021					
1	1	180+356	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	6-Jul-2021	17-Jul-2021					
WORK PLAN AUG-21															
1	150+790	151+060	270	270	Sub Grade	27,000	Cum	3 Excavator	27	21-Jul-2021	17-Aug-2021				
			270	270	GSB	1,396	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	17-Aug-2021	17-Aug-2021				
			270	270	WMM-1	508	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	17-Aug-2021	18-Aug-2021				
			270	270	WMM-2	508	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	18-Aug-2021	19-Aug-2021				
			270	270	Prime coat	3,240	SQM	1 Compressor1 Sparyer	1	19-Aug-2021	20-Aug-2021				
			270	270	DBM	444	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	0	20-Aug-2021	21-Aug-2021				
			270	270	Hill side wall	1,080	Cum	5 gangs x 8 workers = 40 workers @20 m /day	6	15-Aug-2021	20-Aug-2021				
			270	270	Median side wall	3,645	Cum	14 gang x 8 workers = 112 workers @ 1.25cum/day	26	26-Jul-2021	21-Aug-2021				
			270	270	Hill side drain	135	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	2	12-Aug-2021	14-Aug-2021				
			2	1	Culvert		No:								
1	1	151+020	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	20-Jul-2021	31-Jul-2021					
2	151+290	151+900	610	610	Sub Grade	61,000	Cum	6 Excavator	38	15-Jul-2021	22-Aug-2021				
			610	610	GSB	3,154	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	22-Aug-2021	24-Aug-2021				
			610	610	WMM-1	1,147	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	24-Aug-2021	26-Aug-2021				
			610	610	WMM-2	1,147	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	2	28-Aug-2021	28-Aug-2021				
			610	610	Prime coat	7,320	SQM	1 Compressor1 Sparyer	1	28-Aug-2021	29-Aug-2021				
			610	610	DBM	1,003	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	28-Aug-2021	30-Aug-2021				
			610	410	Hill side wall	1,640	Cum	5 gangs x 8 workers = 40 workers @20 m /day	7	31-Jul-2021	7-Aug-2021				
			-	-	Median side wall	-	Cum	12 gang x 8 workers = 96 workers @ 1.25cum/day	-	31-Jul-2021	31-Jul-2021				
			610	610	Hill side drain	305	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	5	31-Jul-2021	4-Aug-2021				
			4	1	Culvert		No:								
1	1	151+312	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	20-Jul-2021	31-Jul-2021					
3	148+780	149+050	270	270	Sub Grade	2,700	Cum	3 Excavator	3	31-Jul-2021	2-Aug-2021				
			270	270	GSB	1,396	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	2-Aug-2021	3-Aug-2021				
			270	270	WMM-1	508	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	3-Aug-2021	4-Aug-2021				
			270	270	WMM-2	508	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	4-Aug-2021	5-Aug-2021				
			270	270	Prime coat	3,240	SQM	1 Compressor1 Sparyer	1	5-Aug-2021	6-Aug-2021				
			270	270	DBM	444	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	0	6-Aug-2021	6-Aug-2021				
			270	270	Median side drain	135	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	5	20-Jul-2021	25-Jul-2021				
			-	-	Culvert		No:								
4	149+290	149+900	610	610	Sub Grade	6,100	Cum	3 Excavator	6	1-Aug-2021	7-Aug-2021				
			610	610	GSB	3,154	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	7-Aug-2021	9-Aug-2021				
			610	610	WMM-1	1,147	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	2	9-Aug-2021	11-Aug-2021				
			610	610	WMM-2	1,147	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	2	11-Aug-2021	13-Aug-2021				
			610	610	Prime coat	7,320	SQM	1 Compressor1 Sparyer	1	13-Aug-2021	14-Aug-2021				
			610	610	DBM	1,003	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	14-Aug-2021	15-Aug-2021				
			610	610	Median side drain	305	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	12	1-Aug-2021	13-Aug-2021				
			3	3	Culvert		No:								
			1	1	149+308	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	20-Jul-2021	31-Jul-2021		
			1	1	149+677	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	20-Jul-2021	31-Jul-2021		
1	1	149+750	Yet to start				1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	20-Jul-2021	31-Jul-2021					
5	151+340	152+300	960	960	Sub Grade	9,600	Cum	3 Excavator	12	7-Aug-2021	19-Aug-2021				
			960	960	GSB	4,963	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	3	19-Aug-2021	22-Aug-2021				
			960	960	WMM-1	1,805	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	4	22-Aug-2021	26-Aug-2021				
			960	960	WMM-2	1,805	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	3	26-Aug-2021	29-Aug-2021				
			960	960	Prime coat	11,520	SQM	1 Compressor1 Sparyer	1	29-Aug-2021	30-Aug-2021				
			960	960	DBM	1,579	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	1	30-Aug-2021	31-Aug-2021				

D.P.

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THREE MONTHS WORKPLAN HIGHWAY - Annexure II (2/4)

WORK PLAN JUNE-21												
No	Change		Scope (m)	Balance (m)	Activity	Qty	Unit	Resources	Days	Start Date	Finish Date	
	From	To										
6	175+500	176+840	960	660	Median side drain	330	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	13	20-Jul-2021	2-Aug-2021	
			3	3	Culvert		No:					
				1	151+434	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	14-Aug-2021	25-Aug-2021		
				1	152+097	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	14-Aug-2021	25-Aug-2021		
				1	152+265	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sam	11	14-Aug-2021	25-Aug-2021		
				1,340	1,340	Sub Grade	13,400	Cum	6 Excavator	8	15-Jul-2021	23-Jul-2021
				1,340	1,340	GSB	6,928	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	5	23-Jul-2021	28-Jul-2021
				1,340	1,340	WMM-1	2,519	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	5	28-Jul-2021	2-Aug-2021
				1,340	1,340	WMM-2	2,519	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	4	2-Aug-2021	6-Aug-2021
				1,340	1,340	Prime coat	16,080	SQM	1 Compressor1 Sparyer	1	8-Aug-2021	7-Aug-2021
				1,340	1,340	DBM	2,204	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	2	7-Aug-2021	9-Aug-2021
				1,340	1,340	Median side drain	670	Cum	10 gang x 8 workers = 80 workers @ 25 m/day	13	16-Jul-2021	29-Jul-2021
				8	8	Culvert		No:				
					1	175+718	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Aug-2021	12-Aug-2021	
					1	175+849	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Aug-2021	12-Aug-2021	
					1	176+040	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Aug-2021	12-Aug-2021	
					1	176+233	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	1-Aug-2021	12-Aug-2021	
					1	176+813	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	7-Aug-2021	18-Aug-2021	
					1	176+923	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	7-Aug-2021	18-Aug-2021	
					1	177+159	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	7-Aug-2021	18-Aug-2021	
		1	177+346	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	7-Aug-2021	18-Aug-2021				
7	178+660	178+980	320	320	Sub Grade	3,200	Cum	3 Excavator	3	1-Aug-2021	4-Aug-2021	
			320	320	GSB	1,654	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	4-Aug-2021	5-Aug-2021	
			320	320	WMM-1	602	MT	1 Grader1 Compactor1 Water tanker1 levellor4 Labour2 Helper	1	5-Aug-2021	6-Aug-2021	
			320	320	WMM-2	602	MT	1 Paver1 Compactor1 levellor8 Labour2 Helper	1	6-Aug-2021	7-Aug-2021	
			320	320	Prime coat	3,840	SQM	1 Compressor1 Sparyer	1	7-Aug-2021	8-Aug-2021	
			320	320	DBM	526	MT	1 Paver2 Tandem roller1 P T roller10 Labour2 Helper	0	8-Aug-2021	9-Aug-2021	
			320	320	Median side drain	180	Cum	5 gang x 8 workers = 40 workers @ 25 m/day	6	5-Aug-2021	11-Aug-2021	
			3	3	Culvert		No:					
					1	178+697	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	18-Aug-2021	29-Aug-2021	
					1	178+818	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	18-Aug-2021	29-Aug-2021	
		1	178+895	Yet to start	1 gang of 8 workers, Excavator, Shuttering - 240 Sqm	11	18-Aug-2021	29-Aug-2021				

D.S



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ANNEXURE-A-4

Govt. Of Jammu and Kashmir

Office of the District Development Commissioner, Ramban

Regional Officer,
NHAI, Jammu.

No:- DDCR/Plg/2018-19/R/12570-76

Dated:- 18-02-2019.

Sub:- Proposal for more tunnels between Ramban-Banihal section of NH-44.

Sir,

Kindly refer to the Collector Land Acquisition, NHAI (Additional Deputy Commissioner), Ramban's letter No:-957-64/ACQ/NHAI Dated:-16-03-2017, regarding the subject captioned above (Copy enclosed). In this context, it is reiterated that four laning of the National Highway (NH-44) is in progress from Nashri to Banihal. However, the stretch between Ramban to Banihal is more hilly, sloppy, fragile and slide prone. The slope angle in this area varies from 60 to 80 degree. Land sliding is common phenomenon in this hilly area which may be attributed to cutting of high slopes. The existing road was constructed years ago but till date the area has not become stable and the sliding in the area has become a routine phenomenon due to on-going construction work of NH-44. The scientific treatment i.e, anchoring of the slopes in this stretch is also not feasible due to loose strata of rocks.

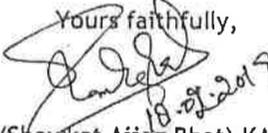
A number of High Tension Towers of Power Development Department have also become unstable in the said stretch due to earth cutting and sliding thereafter. The re-alignment of the towers is also cumbersome exercise and it will add more burden to the Government exchequer, as well.

The available data reveals that in this stretch, a number of commuters have died due to accidents and shooting stones. Hardly about 14% of the work has been executed in this stretch till date and the whole area where the execution has started has become slide prone as a result of which the vehicular movement remains adversely effected.

Since the stretch between Ramban to Banihal has unique topography as compared to rest of the National Highway portion, therefore tunneling is the only alternative in this stretch so that the NH-44 which is the only life line to the Kashmir Valley may remain functional round the year and the casualties due to accidents and shooting stones may get reduced.

Therefore in view of the above, it is requested that the Proposal for more tunnels between Ramban-Banihal section of NH-44 as proposed by Collector Land Acquisition in the earlier referred letter may be taken up with the Higher Authorities at an appropriate level for a better road connectivity.

Yours faithfully,


(Showkat Aijaz Bhat) KAS,
District Dev. Commissioner,
Ramban.

Em: A/A

Copy to the:-

1. Principal Secretary to Govt. Planning Development and Monitoring Department, J&K Civil Secretariat, Jammu for favour of kind information.
2. Divisional Commissioner, Jammu for favour of kind information.
3. Commissioner/Secretary to Govt. PW (R&B) Department, J&K Civil Secretariat, Jammu for favour of kind information.
4. Principal Private Secretary to the Chief Secretary, J&K for kind information of the Chief Secretary.
5. Project Director, NHAI, Jammu/Srinagar for information.
6. Project Manager, M/S, Hindustan Construction Company Ltd. at village Gund Tethar, PO, Banihal District Ramban for information and necessary action.

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ANNEXURE-A-5



Government of Jammu and Kashmir
Office of the Deputy Commissioner Ramban

The Divisional Commissioner,
Jammu

No: DC/RBN/PS/2019-20/660-67

Date: 14/01/2020

Sub:- National Highway 44 – 4 Lane Project – Ramban Banihal Section

Sir,

Kindly refer to the subject cited above. In this regard, it is submitted that the National Highway-44 is in the process of being converted into 4 lane by the National Highway Authority of India in District Ramban. There are three separate sections of the said project being under taken as shown below:-

S. No	Section	Length (Km)	Contractor/Company
1	Nashri Tunnel to Ramban town	20	GAMMON Engineers & Contractors
2	Ramban town to Banihal town (Kharpora)	37	HCC Ltd.
3	Kharpora Banihal to Gundadalkote	2.35	Un-allotted
4	Gundadalkote to Tethar (New tunnel)	6	Navyuga (Excluding Tunnel)

The work on the section from Nashri to Ramban is being carried out by M/s GAMMON Engineers & Contractors Pvt. Ltd. and a good amount of progress is being achieved with very few impediments. By and large this section should be completed albeit a little later than its projected time.

The section from Gundadalkote to Tethar in Banihal of 06 Kms is also being executed well by M/s Navyuga and should be completed without any large disruption.

The Kharpora Banihal to Gundadalkote section on 2.35 Kms however continues to be un-allotted and will need to be quickly allotted by National Highway Authority of India so that it does not create any impediment in future. For this purpose the matter was also submitted before worthy Chief Secretary, Government of J&K vide this office letter No. DCR/PS/2019/531-32 dated 18-10-2019. (Copy Enclosed)

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Email: dcramban-jk@nic.in

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With regard to section of 37 Kms between Ramban and Banihal it is submitted that this section is very vulnerable and shows very heavy activity of landslides and shooting stone areas due to its topography. The present alignment which has been proposed for 4 lane includes 06 Tunnels which does not seem adequate keeping in mind the treacherous rocky terrain as well as heavy landslide prone areas.

The Contractor, HCC, although, has stopped fresh cutting works on this section for nearly a year, now, there still does not seem to be any respite from disruption in movement of vehicles due to several landslides and shooting stones especially in Marog, Digdole, Panthyal, Mom Passi and Gangroo areas. Recently, on the 15th of December 2019 one vehicle carrying a DIG rank officer of the CRPF was crushed by a large boulder near Samadhi Morh Digdole causing death of 2 people including the DIG and injury to one other. Such incidents have become a regular feature on this stretch and further cutting work on the mountains is certainly going to add to the troubles of this section. Hence it is quite apparent that the proposed alignment of this section needs to be reviewed and surveyed properly before further work is carried on the same.

In this regard, a detailed discussion was held with SSP Ramban, SSP Traffic National Highway, Collector Land Acquisition NH-44, Project Director National Highway Authority of India as well as Contractors and their team of Engineers working on the sites. After due deliberation all members unanimously agreed that it would be beneficial and more practical to include at least 05 more tunnels in the said stretch to mitigate the problem of heavy disruption to traffic and loss of life as well as property due to severe landslides and shooting stones. . It would also provide a better working space for completion of the Four-lane Project, which could then be done within time. This would be similar to the work already carried out in the Ban-Nandni section of the completed NH-44, wherein a series of tunnels has been used to navigate through the numerous hills. The details of the proposed alignment of new tunnels are as under:-

S.No	Proposed Tunnel	Tubes	Length (Km)	Remarks
1	Marog village to Anokhifall	02	2.00	---
2	Anokhifall to Digdole	02	0.8	---
3	Digdole to Khooni Nallah	02	0.8	---
4	Panthyal to Magerkote	01	0.8	1 tunnel already constructed needs to be doubled
5	Ramsoo to Shalgadi Bridge	02	3.00	----

N2

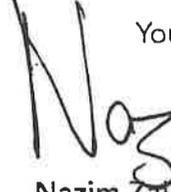
Accordingly, it is requested to kindly consider the above proposal and take up the matter with competent authority for possible changes to existing alignment of the 4 Lane Project of NH-44 between Ramban and Banihal. This proposal including new tunnels in the said stretch would certainly provide relief to both the travellers who are commuting on the

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existing highway between Banihal and Ramban as well as provide a smoother passage for National Highway Authority of India to complete the said project in time bound manner.

Matter is submitted for kind consideration.

Yours Sincerely,

 14/01/2020

Nazim Zaf Khan, (KAS)
Deputy Commissioner Ramban

Encl: a/a

Copy to the:-

- 1.Sr. Superintendent of Police, Ramban for information.
- 2.Sr. Superintendent of Police Traffic, NH, for information.
- 3.Collector Land Acquisition, NH, Ramban for information.
- 4.RO, NHAI for information
- 5.Project Director, National Highway Authority of India for information.
- 6.Project Manager, HCC Ltd. Banihal for information.
- 7.General Manager, GAMMON Engineers & Contractors Pvt. Ltd. Dhalwas Ramban
- 8.General Manager, Navyuga, Nowgam Banihal for information

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Government of Jammu & Kashmir
OFFICE OF THE DEPUTY COMMISSIONER RAMBAN

The Chief Secretary
Government of J&K
Civil Secretariat, Srinagar.

No:DCR/PS/19/S31-32

Date:18-10-2019

Sub:- Allotment of work for 04-laning of National Highway-44 in 2.35km stretch,(km 187 to km 189.35 Kharpura to Devgole including main market Banihal).

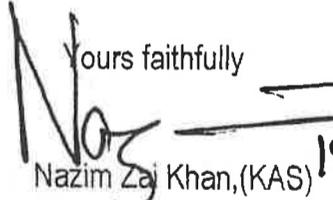
Sir

Kindly refer visit to District Ramban dated 17-10-2019 whereunder discussions were held at Banihal regarding the progress of 04-Laning of National Highway-44 including the 2.35km stretch which remained un-allotted for execution till date by NHAI.

In this regard it is submitted that the Land Acquisition Proceedings for this stretch (km 187 to km 189.35) stand completed and land handed over to NHAI. Initially the work was allotted to M/s Ramky Infrastructure Ltd. by the NHAI in the year 2011 which was not carried out/started by the said executing agency in-time and as such the NHAI later on disallowed M/s Ramky Infrastructure Ltd for execution of this work. At present, the Project Director NHAI Srinagar has reported that the retendering process is in progress for this stretch.

As directed by your good self during the visit, the stretch is very important to provide alternate link for by-passing the Banihal town and would be very beneficial for smooth flow of traffic.

In view of the above, it is requested to kindly give directions to the NHAI to expedite the tendering process so that the work on this stretch may be started at an earliest.

Yours faithfully

Nazim Zai Khan, (KAS) 18/10/19
Deputy Commissioner
Ramban

Copy for information to the:-
01. Divisional Commissioner Jammu.

820



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ANNEXURE-A-6

Govt. Of Jammu and Kashmir

Office of the District Development Commissioner, Ramban

Regional Officer,
NHAI, Jammu.

No:- DDCR/Plg/2018-19/R/12570-76

Dated:- 18-02-2019.

Sub:- Proposal for more tunnels between Ramban-Banihal section of NH-44.

Sir,

Kindly refer to the Collector Land Acquisition, NHAI (Additional Deputy Commissioner), Ramban's letter No:-957-64/ACQ/NHAI Dated:-16-03-2017, regarding the subject captioned above (Copy enclosed). In this context, it is reiterated that four laning of the National Highway (NH-44) is in progress from Nashri to Banihal. However, the stretch between Ramban to Banihal is more hilly, sloppy, fragile and slide prone. The slope angle in this area varies from 60 to 80 degree. Land sliding is common phenomenon in this hilly area which may be attributed to cutting of high slopes. The existing road was constructed years ago but till date the area has not become stable and the sliding in the area has become a routine phenomenon due to on-going construction work of NH-44. The scientific treatment i.e, anchoring of the slopes in this stretch is also not feasible due to loose strata of rocks.

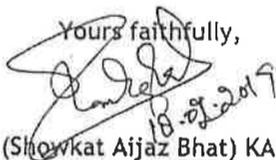
A number of High Tension Towers of Power Development Department have also become unstable in the said stretch due to earth cutting and sliding thereafter. The re-alignment of the towers is also cumbersome exercise and it will add more burden to the Government exchequer, as well.

The available data reveals that in this stretch, a number of commuters have died due to accidents and shooting stones. Hardly about 14% of the work has been executed in this stretch till date and the whole area where the execution has started has become slide prone as a result of which the vehicular movement remains adversely effected.

Since the stretch between Ramban to Banihal has unique topography as compared to rest of the National Highway portion, therefore tunneling is the only alternative in this stretch so that the NH-44 which is the only life line to the Kashmir Valley may remain functional round the year and the causalities due to accidents and shooting stones may get reduced.

Therefore in view of the above, it is requested that the Proposal for more tunnels between Ramban-Banihal section of NH-44 as proposed by Collector Land Acquisition in the earlier referred letter may be taken up with the Higher Authorities at an appropriate level for a better road connectivity.

Yours faithfully,


(Showkat Aijaz Bhat) KAS,
District Dev. Commissioner,
Ramban.

En: A/A

Copy to the:-

1. Principal Secretary to Govt. Planning Development and Monitoring Department, J&K Civil Secretariat, Jammu for favour of kind information.
2. Divisional Commissioner, Jammu for favour of kind information.
3. Commissioner/Secretary to Govt. PW (R&B) Department, J&K Civil Secretariat, Jammu for favour of kind information.
4. Principal Private Secretary to the Chief Secretary, J&K for kind information of the Chief Secretary.
5. Project Director, NHAI, Jammu/Srinagar for information.
6. Project Manager, M/S, Hindustan Construction Company Ltd. at village Gund Tethar, PO, Banihal District Ramban for information and necessary action.

ANNEXURE-R-7

HCC

Ref: HCC/RBRP/2020-21/3044

Date: 12.06.2020

To
The Project Director
National Highway Authority of India
House No. 315, Sec - 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

821

Kind Attn.: Shri. Purshotam Kumar, Project Director

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the Union Territory of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Realignment of certain stretches in the form of tunnels and viaducts

Ref:

1. Contract Agreement dated: 13.10.2015
2. Authority's letter no: NHA/PIU-Ramban/2019-20/11001/4036; dated: 10.06.2020

Dear Sir,

In context to subject matter and letter in ref (2), HCC do not have any objection regarding Authority's proposal to appoint new consultant for revision of DPR.

Thanking you and assuring our best cooperation at all times.

Yours Sincerely,
for Hindustan Construction Co. Ltd.


Isaac Joseph
Project Director

Copy to:

1. **The Regional Officer**
National Highway Authority of India
Jammu, Jammu & Kashmir 180015
2. **The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodoc Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir - 182146

Hindustan Construction Co Ltd
Ramban-Banihal, Section of NH 1A, (Now 44), Village: Gund Tethar, PO: Banihal, Dist: Ramban,
J&K - 182146, India
CIN : L45200MH1926PLC001228

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Registered Office: Hincan House, LBS Marg, Vikhroli (West), Mumbai - 400 083, India

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ANNEXURE-A-8



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
महान परिवहन और संचालन विभाग, भारत सरकार
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport and Highways, Govt. of India)
PIU Ramban C/O RO Jammu, House No.315, Sector -1, Channi Himmat



BHARATMALA
ROAD TO PROSPERITY

NHAI/PIU-Ramban /2019/11001/ 4263

16.07.2020

To,

M/s Hindustan Constructions Co. Ltd.
Gund Tethar, P.O. & Tehsil Banihal
Distt Ramban, Jammu & Kashmir
Pin - 182146

Sub: Four Lining of Ramban to Banihal section of NH-44, from km 151.00 to km 187.00 in the State of Jammu & Kashmir under NHDP Phase II-Revision of DPR-Reg.

Ref

1 Your office letter no. HCC/RBRP/2020-21/3044 dated 12.06.2020

S:

With reference to cited subject you are aware that authority had taken up the proposal for the revision of DPR of Ramban to Banihal. In this regard, the tentative proposal based on the recommendation of 3 Member Committee, Visit of IIT Jammu Expert, AE and past experience is made and submitted to NHAI HQ.

Therefore, you are requested to not take up any Construction work apart from the routine Maintenance in the Chainage mentioned below as agreed by your office letter at Ref (1).

S.no.	Description	Orientation	Chainage		Remarks
			To	From	
1	T-2 (ext)	T-2 (SB)	154.119	154.250	SB Chainage
2	T-7	Maroog (SB)	155.100	155.600	SB Chainage
3	T-8	Maroog (NB+SB)	156.100	161.700	SB Chainage is mentioned but Work shall be suspended in NB Corresponding to that Chainage.
4	T-9	Digdole(NB+SB)	161.810	165.755	
5	T-10	Panthyal (NB)	164.200	164.500	NB Chainage
6	T-11	Hingi (NB+SB)	170.250	173.250	SB Chainage is mentioned but Work shall be suspended in NB Corresponding to that Chainage.
7	T-12	Sherbibi (SB)	176.300	176.900	SB Chainage

Head Office: G-5/5, Sector-10, Dwarka, New Delhi - 110075

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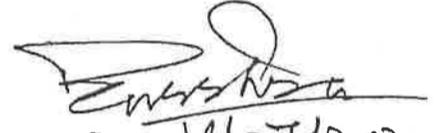
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport and Highways, Govt. of India)
PIU Ramban C/o RO Jammu, House No.315, Sector -1, Channi Himmat



BHARATMALA
ROAD TO PROSPERITY

S.no.	Description	Orientation	Chainage		Remarks
			To	From	
1	V-1	(NB), Maroog I	151.000(NB)	151.250(NB)	NB Chainage
2	V-2	(SB), Maroog II	154.900(SB)	155.100 (SB)	SB Chainage
3	V-3	Mom Passi (NB+SB)	166.900 (SB)	167.700 (SB)	SB Chainage is mentioned but Work shall be suspended in NB Corresponding to that Chainage.
4	V-4	Ramsu (NB +SB)	168.900 (SB)	169.400 (SB)	
5	V-5	Hingi (NB+SB)	169.900 (SB)	170.250 (SB)	
6	V-6	Sherbibi (NB+SB)	175.200 (SB)	175.430 (SB)	

This is submitted for your kind information and taking suitable necessary action.


Purshotam Kumar
Project Director
PIU Ramban

Copy to:

Regional Officer, J&K – for information.

M/s Euroestudios S.L. in association with RODIC Consultants Pvt. Ltd.- for information

प्रधान कार्यालय: जी-5 एवं 6, सेक्टर-10 द्वारका, नई दिल्ली-110075
Head Office: G-5&6, Sector-10, Dwarka, New Delhi, 110075

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Email: dcofficeramban@gmail.com
cporamban@gmail.com
Phone: 01998-266900
Fax: 01998-266078

Govt. Of Jammu and Kashmir

Office of the District Development Commissioner, Ramban

ANNEXURE-19

Regional Officer,
NHAI, Jammu.

No:- DDCR/Plg/2018-19/R/12570-76

Dated:- 18-02-2019.

Sub:- Proposal for more tunnels between Ramban-Banihal section of NH-44.

Sir,

Kindly refer to the Collector Land Acquisition, NHAI (Additional Deputy Commissioner), Ramban's letter No:-957-64/ACQ/NHAI Dated:-16-03-2017, regarding the subject captioned above (Copy enclosed). In this context, it is reiterated that four laning of the National Highway (NH-44) is in progress from Nashri to Banihal. However, the stretch between Ramban to Banihal is more hilly, sloppy, fragile and slide prone. The slope angle in this area varies from 60 to 80 degree. Land sliding is common phenomenon in this hilly area which may be attributed to cutting of high slopes. The existing road was constructed years ago but till date the area has not become stable and the sliding in the area has become a routine phenomenon due to on-going construction work of NH-44. The scientific treatment i.e, anchoring of the slopes in this stretch is also not feasible due to loose strata of rocks.

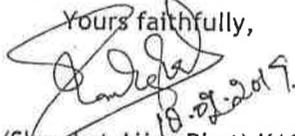
A number of High Tension Towers of Power Development Department have also become unstable in the said stretch due to earth cutting and sliding thereafter. The re-alignment of the towers is also cumbersome exercise and it will add more burden to the Government exchequer, as well.

The available data reveals that in this stretch, a number of commuters have died due to accidents and shooting stones. Hardly about 14% of the work has been executed in this stretch till date and the whole area where the execution has started has become slide prone as a result of which the vehicular movement remains adversely effected.

Since the stretch between Ramban to Banihal has unique topography as compared to rest of the National Highway portion, therefore tunneling is the only alternative in this stretch so that the NH-44 which is the only life line to the Kashmir Valley may remain functional round the year and the casualties due to accidents and shooting stones may get reduced.

Therefore in view of the above, it is requested that the Proposal for more tunnels between Ramban-Banihal section of NH-44 as proposed by Collector Land Acquisition in the earlier referred letter may be taken up with the Higher Authorities at an appropriate level for a better road connectivity.

Yours faithfully,


(Shoukat Aijaz Bhat) KAS,
District Dev. Commissioner,
Ramban.

Em: A/A

Copy to the:-

1. Principal Secretary to Govt. Planning Development and Monitoring Department, J&K Civil Secretariat, Jammu for favour of kind information.
2. Divisional Commissioner, Jammu for favour of kind information.
3. Commissioner/Secretary to Govt. PW (R&B) Department, J&K Civil Secretariat, Jammu for favour of kind information.
4. Principal Private Secretary to the Chief Secretary, J&K for kind information of the Chief Secretary.
5. Project Director, NHAI, Jammu/Srinagar for information.
6. Project Manager, M/S, Hindustan Construction Company Ltd. at village Gund Tethar, PO, Banihal District Ramban for information and necessary action.

ANNEXURE-A-10 (60/4)
HCC

Ref: HCC/RBRP/2021-22/3618

Date: 08.02.2021

To
The Project Director
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

825

Kind Attn. Shri. Purshotam Kumar, Project Director

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Dumping yards & alleged illegal dumping of excavated muck

Dear Sir,

HCC was awarded the project for Construction of Highway between Ramban and Banihal vide Contract agreement dated 13.10.2015 Contractor commenced the activities which majorly involves earthwork in excavation for the formation of new carriageway. Contractor in the right earnest had identified dumping yards for disposing excavated earth and applied for necessary permits from the authorities.

There have been inordinate delays in granting permission for various dumping yards identified along the project length. However, the attached detailed statement shows that the first set of dumping yards were allotted vide Govt. order no: 81FST -2017. It is important to note here that Contractor was compelled to take up excavation works in bits and pieces along the entire length of the project, at unhindered locations. Considering the inordinate delays experienced in obtaining permissions from the Authorities, Contractor in its endeavor to execute the works, went ahead scouting for private lands where the excavated soil could be dumped. Several private lands were identified along the project length and necessary agreements with the private landowners were established for dumping the excavated soil, details of which are shown in the attached statement.

It may please be seen that the total excavated quantities are 36,36,236 cum while the capacity of the acquired dumping yards is 63,34,059 cum. Thus, it is seen that Contractor has appropriately utilized 57% of the available dumping yard capacity.

However, it is imperative to note that the entire stretch of project length, barring very few locations are highly prone to huge repetitive landslides and shooting stones due to extremely poor geological properties and behavior of the strata. Owing to this, there have been regular landslides and shooting stones along the project length. There are several news clips, photographs, reports, and letters available with the authority, recording this fact. The characteristic behavior of a land slide shows the collapse of a huge mass of soil and rock, boulders, slush etc which falls on the existing carriage way and then spills over to the valley side. Contractor has no control on such natural calamities and the resultant spillage of muck beyond the existing road boundaries towards the valley. Such events cause immediate stoppage of traffic on both directions where vehicles pile up on both directions along the road causing a chaotic situation. Contractor, as per contractual obligations is required to deploy earthmoving equipment and transport carriers to remove the muck from existing road and transport the same to approved dumping yards for disposal. However, due to huge pile

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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Hindustan Construction Co Ltd, Head Office, Hincan House, Lal Bahadur Shastri Marg, Vikhroli(West), Mumbai 400 083 , India.

826 HCC

up of traffic in the existing narrow road, neither earthmoving equipment nor transport carriers can reach the spot or move towards nearby dumping yards. The District and State Authorities, Police, and NHA officials present at the site have also witnessed every such situation. Under such tense circumstances, Contractor is issued verbal orders instantly to move the muck and debris lying on the existing road and dump on the adjoining valley side to clear up the existing road and reinstate traffic. Contractor has diligently obeyed all such orders and cooperated with the authorities so far. Therefore, Contractor has not dumped any muck or debris generated from excavation to the valley side except for the muck cleared from existing road to remove the traffic blocks as detailed above.

It is disheartening to note that few photographs were produced showing dumpers unloading the muck and debris on to the valley side. These dumpers are dumping the spilled muck on existing road. At the same time, there are several instances of residents developing their land legally or illegally where the surplus earth and muck are illegally dumped on the valley side. Dumpers and earthmoving equipment seen in all the photographs are neither owned nor engaged by the Contractor or its subcontractors. Unscrupulous elements who have vested interests and who are against early completion of the project have been raising false allegations against NHA and the Contractor which may please be dismissed.

Contractor is a law-abiding firm, existing in this country for a century, acts responsibly towards complying with all contractual conditions and directives issued by the Government. Therefore, Contractor pleads that it should not be held guilty or responsible for alleged violations raised by individuals with least integrity. Contractor requests NHA to recommend to NGT and its allied offices that Contractor shall not be penalised against the baseless allegations raised.

Thanking you and always assuring our best of co-operation and services.

Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

Encl: Annexure-I

Copy to:

1. **The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1; 1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
2. **The Authority's Engineer,**
M/s. Euroestudios S.L in association with Rodic Consultants Pvt. Ltd,
Distt. - Ramban, Jammu & Kashmir – 182146

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
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CIN : L45200MH1926PLC001228

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HCC

Ref: HCC/RBRP/2021-22/3623

Date: 12.02.2021

To
The Project Director
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

Kind Attn.: Shri. Purshotam Kumar, Project Director

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Damage to the rehabilitation works at Dumping Yards

Ref: 1. Contract Agreement dated: 13.10.2015

Dear Sir,

Hon'ble NGT vide its recommendations in various orders (latest order dated: 28.09.2020) directed HCC to undertaken the rehabilitation works at dumping yards. Taking cognizance of these recommendations, HCC commenced the rehabilitation works viz plantation, construction of Bern / benches, construction of gabion walls, installation of hume pipes etc. Although HCC had progressed significantly in executing the aforesaid works, the same had to be put to halt due to the severe lockdown restrictions of Covid-19 pandemic which was also informed to Authority vide HCC's letter no: HCC/RBRP/2020-21/3061 dated: 09.07.2020. Meanwhile, the project stretch witnessed number of landslides and continuous shooting stones due to heavy incessant rainfall. As the landslides being huge and voluminous in nature, considerable amount of rehabilitation works (plantation, berms / benches, gabion walls) which were part of rehabilitation works undertaken by HCC, got completely damaged and washed out which was informed to Authority through HCC's letter HCC/RBRP/2020-21/3558 dated: 19.12.2020.

Post relaxation of lockdown conditions, HCC had once again commenced the rehabilitation of dumping yards on war footing and took measures to rectify the damaged works. A dedicated fleet of labours and engineers are engaged for undertaking and monitoring of rehabilitation works. However, once again nonstop rainfall / snowfall and subsequent voluminous landslides and shooting stones damaged the plantation, gabion structures and the berms / benches completely collapsed. It is imperative to mention here that majority of the rehabilitation works are damaged and washed away due to natural forces which being adverse climatic and fragile geological conditions and HCC is still pursuing its best efforts still to rehabilitate the damaged works.

Attached herewith is the list of locations wherein HCC had undertaken rehabilitation works but were damaged due to aforesaid reasons.

This is for your information and records.

Thanking you and assuring our best of co-operation and services at all times.


Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
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HCC

Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

Encl: Nil

Copy to:

1. **The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
2. **The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir – 182146

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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HCC

Ref: HCC/RBRP/2021-22/3640

Date: 01.03.2021

To
The Project Director
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

Kind Attn.: Shri. Purshotam Kumar, Project Director

Sub: Four Lining of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Rehabilitation and restoration works at Dumping Yards

Ref: 1. Contract Agreement dated: 13.10.2015

Dear Sir,

Authority is aware that HCC has been complying with the directives of Hon'ble NGT by religiously undertaking the rehabilitation and protection works of dumping yards along the project stretch. A dedicated fleet of labors and supervisors are engaged by HCC and its nominated subcontractors for the rehabilitation works such as plantation of saplings along the slopes of dump to prevent erosion, construction of Berms / benches, construction of gabion walls, installation of hume pipes etc. Albeit HCC's hard efforts, the rehabilitation works undertaken were completely damaged and washed out by the recurring voluminous landslides, shooting stones and incessant rainfall / snowfall which was also informed to Authority vide letter no HCC/RBRP/2020-21/3558 dated: 19.12.2020 and HCC/RBRP/2020-21/3623 dated 12.02.2021.

It is imperative to mention here that although majority of the rehabilitation works are damaged and washed away due to natural forces, HCC is still pursuing its best efforts to rehabilitate / restore the damaged works. Kindly appreciate that the rehabilitation works are currently progressing in full fledge and the dayto-day progress is being closely monitored / tracked. Enclosed herewith are the photographs of the rehabilitation / restoration works at dumping yards for your ready reference and record.

In continuation to above, it is to further inform that HCC has chalked out a firm plan for the rehabilitation / restoration works in order to restore the natural flora and fauna of the project stretch. Although HCC is fully committed to complete the restoration works, the same would depend on the prevailing conditions and setbacks such as recurrence of landslides and shooting stones.


Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
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HCC

In view of foregoing, HCC believes that Authority will find the above submission in order and further requests your good self to kindly acknowledge HCC's sincere and hard efforts for the rehabilitation / restoration works at dumping yards.

Thanking you and assuring our best of co-operation and services at all times.

Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

Encl: Annexure-I

Copy to:

1. **Member Secretary,**
J&K Pollution Control Board
Jammu
2. **The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
3. **The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir – 182146

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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ANNEXURE-A-10

831

HCC

Ref: HCC/RBRP/2021-22/3678

Date: 15.04.2021

To
The Project Director
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015

Kind Attn.: Shri. Purshotam Kumar, Project Director

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Rehabilitation and restoration works at Dumping Yards

Ref: 1. Contract Agreement dated: 13.10.2015
2. HCC's letter no: HCC/RBRP/2020-21/3623 dated 12.02.2021
3. HCC's letter no: HCC/RBRP/2020-21/3640 dated 12.02.2021
4. Authority's letter no: NHAI/PIU-Ramban/19-2021/11001/5285 dated 07.04.2021

Dear Sir,

This refers to the subject matter and letter cited at ref (4) above wherein Authority has forwarded letter from Deputy Secretary (Forest, Ecology & Environment Department) to Regional Officer, NHAI regarding compliance report of the rehabilitation and restoration works at dumping yards. Authority is aware that HCC has been complying with the directives of Hon'ble NGT by dutifully undertaking the rehabilitation and protection works of dumping yards along the project stretch. As informed earlier, a dedicated fleet of labors and supervisors engaged by HCC and its nominated subcontractors are undertaking the rehabilitation works such as plantation of saplings along the slopes of dump to prevent erosion, construction of berms / benches, construction of gabion walls, installation of Hume pipes etc. Also, HCC vide its letter under reference has been periodically intimating Authority about the progress of restoration and protection works and the corresponding impediments for the rehabilitation works.

It is imperative to mention here that although a large chunk of the rehabilitation works are damaged and washed away due to natural forces, HCC is still pursuing its best efforts to rehabilitate / restore the damaged works. Kindly appreciate that the rehabilitation works are currently progressing in full fledge and the day-to-day progress is being closely monitored / tracked. Enclosed herewith are the photographs and the status of dumping yards in compliance with Hon'ble NGT recommendations for your ready reference and record. Further, HCC is fully committed to restore the natural flora and fauna of the project stretch

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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832 HCC

and complete the restoration works as early as possible and the same would depend on the prevailing conditions.

In view of foregoing, HCC believes that Authority will find the above submission in order and further requests your good self to kindly acknowledge HCC's sincere and hard efforts for the rehabilitation / restoration works at dumping yards.

Thanking you and assuring our best of co-operation and services at all times.

Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

Encl: Annexure-I (Photographs & Status report)

Copy to:

- 1. The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
- 2. J&K Pollution Control Board**
Jammu
- 3. The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir – 182146

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
J&K – 182146, India
CIN : L45200MH1926PLC001228

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833

HCC

Ref: HCC/RBRP/Govt./2019-20/2329

Date: 24.04.2019

To

ANNEXURE-R-11

The Regional Director
State Pollution Control Board
Pasrivesh Bhawan, Glandi
Transport Nagar, Narwal
Jammu

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Action/ Compliance report of Order of Hon'ble Tribunal dated: 12.02.2019

Ref.

1. Contract Agreement dated: 13.10.2015
2. Authority letter no. PD/SGR/14034/2015/HCC/597 dated: 27.11.2018
3. Authority letter no. PD/SGR/14034/2015/HCC/634 dated: 01.03.2019
4. Letter no. SPCB/PS/MS/NGTMC/2919/1246-47 dated:16.04.2019

Dear Sir,

With reference to subject matter, HCC wishes to inform that it has taken the cognizance of advisory issued by Monitoring Committee in its report. Subsequently, HCC has been making diligent efforts to comply with the recommendations of the Monitoring Committee. We hereby, submit point-wise compliance to the recommendation of the Monitoring Committee hereinbelow:

S.No.	Advisory by Committee	HCC compliance measures
1	The project proponent shall immediately discontinue with the use of dumping sites, which have already attained full capacity, as pointed out above and shall take immediate steps to strengthen, stabilize and rehabilitate them by planting local grass, shrubs and trees and by adopting all other scientific methods as directed by the Hon'ble NGT vide order dated 24.08.2018 supra.	HCC agrees with submission made by Monitoring Committee and hereby informs that it had already stopped dumping activity in already filled dumping yards. It can be evident from enclosed Annexure-I for your kind reference. Further, Rehabilitation work has been commenced by Forest department in dumping yards which has attained their maximum capacity, which is enclosed herewith as Annexure-II . However, since Jan'19 onwards there is unprecedented weather condition resulting in excessive landslides on project stretch which has delayed the plantation work. Nevertheless, HCC assures that it will take up the plantation work at the earliest as weather condition improves.
2	The project proponent shall immediately	HCC hereby assures that it will ensure

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
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	take steps for adequate preparation of the dumping sites, which are in use and where further dumping is possible, by raising/ repairing the gabion walls, raising concrete retaining walls wherever necessary and adopting all other scientific methods as directed by the Hon'ble NGT vide order dated 24.08.2018 and suggested by the experts in their comments supra.	adequate number of Gabion wall and other required measures as directed by the Hon'ble National Green Tribunal is being undertaken on priority basis. And same is in progress and can be evident from photographs enclosed in Annexure-III . However, instead of concrete retaining wall HCC is hereby constructing the Gabion wall at dumping sites. Because concrete is impervious. Due to concretization, water will start getting retained behind the concrete putting a higher pressure on the concrete resulting in breakage. Another disadvantage of concretization is that no green future can grow of concrete. Concrete is more environmentally damaging since it results in global warming. Further, for concretization, specific approval would be required from NHAI without which concretization of hills' slopes is not possible.
3	The State Government, Department of Forest, Ecology and Environment, shall show serious concern in providing suitable and adequate number of new dumping sites to the project proponent within shortest possible time.	In this regard, HCC wishes to submit that it has applied for the 6 number of dumping sites to Forest department and rigorously following up with concerned authorities, whereas approval is still pending from the concerned Authorities.
4	The project implementing authority (NHAI) in general and the Regional Officer, NHAI, J&K and Project Director of the project implementing unit (PRJ) in particular shall ensure that the dumping sites are adequately and systematically developed before putting them to use and are adequately rehabilitated in the due course after they attain their full capacity.	HCC hereby informs that it will take appropriate action in order to follow the instruction as given by committee. In this regard, it is in continuous follow up with Forest department for plantation work. However, due to adverse weather conditions since Jan-19 that work was not taken up.
5	The NHAI in general and the Regional Officer, NHAI, J&K and Project Director of the project implementing unit (PIU) in particular shall ensure visible improvement on the ground by the next inspection of the area, which shall be held in first week of March, 2019.	It is to be noted that Ramban Banihal sector has encountered with unprecedented weather condition in the month of Jan'19 and Feb'19, it has badly affected the condition of project stretch including dumping yards.
6	The NHAI in general and the Regional Officer, NHAI, J&K and Project Director of the project implementing unit (PIU) in particular shall be responsible for strict compliance of all the conditions of	HCC will take a note of this.

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	environmental clearance obtained by them for execution of the project and the directions issued by the Hon'ble NGT from time to time and shall be liable for the failure/lapses in this regard. The State Government and the J&K SPCB shall be responsible for keeping strict vigil to ensure strict compliance and shall take necessary legal action, whenever there is any failure or lapse.	
7	All the concerned shall ensure that the directions issued by the Hon'ble NGT vide order dated 24.08.2018 are strictly complied with."	HCC will take a note of this as articulated hereinabove.

In addition to above, it is pertinent to note that due to incessant rain and extremely adverse weather condition at project stretch there has been devastating destruction at site including but not limited to landslides at more than 30 locations. In order to understand the extent of damage on existing highway and construction activities of project; numbers of site visit has been conducted in presence of Advisor(s) to Governor, Divisional Commissioner, Inspector General of Police, NHAI Chairman, Chief General Manager(NHAI), Regional Officer (NHAI) and representative of competent Authorities of State and NHAI. Subsequently, Authority has taken decision to stop the excavation works and decided to take opinion of experts members of committee appointed by NHAI HQ. Correspondences related to same are enclosed herewith in **Annexure-IV** for your ready reference.

Further, as you may be aware about prevailing tense situation in the state after Pulwama attack and Car bomb blast in Banihal. In order to provide safe corridor for movement of security convoy, Govt. of Jammu and Kashmir has imposed the restriction on movement of civilian vehicles on every Wednesday and Sunday; which badly impacts the supply and movement of construction material, manpower and machinery ultimately affecting the progress of work which is beyond control of HCC. Thus, daily traffic density has been increased exponentially and leads to frequent traffic jam which ultimately delays our construction activities and further affects the activities which are taken up as precautionary measures; as articulated in Order of Hon'ble Court and Report of Monitoring Committee. In this regard, HCC hereby requests you to kindly reschedule the visit of the Monitoring Committee in the Month of June-2019, so that all the requisite arrangement in order to comply with the Guidelines issued by committee and the Hon'ble National Green Tribunal can be followed. Correspondences related to same are enclosed herewith in **Annexure-V** for your ready reference.

HCC trust that your good self will find above submission in order, and issue necessary direction in order to comply the directions as issued in order dated: 24.08.2018 and 12.02.2019.

Thanking and assuring our best of services as, HCC remains.

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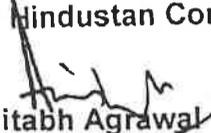
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Yours Faithfully,

For Hindustan Construction Co. Ltd.


Amitabh Agrawal
Project Manager

Copy to:

1. **Divisional Officer,**
Pollution Control Board
Ramban
2. **The Authority**
M/s. National Highway Authority of India,
C/o. Bashir Ahmad Parray, Opposite Jee Enn Sons,
Airport Road, Parray Pora, Srinagar - 190 005
3. **The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd, Distt. - Ramban,
Jammu & Kashmir – 182 146.

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ANNEXURE-A-12

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Ref: HCC/RBRP/2021-22/3732

Date: 08.06.2021

To
Member Secretary,
J&K Pollution Control Board
Transport Nagar, Narwal
Jammu, Jammu & Kashmir 180015

Sub: Four Laning of Ramban to Banihal Section of NH-44, from km 151.000 to km 187.000 in the State of Jammu and Kashmir under NHDP Phase II through an Engineering, Procurement and Construction (EPC) Contract.

Reg: Update on compliance to Hon'ble NGT recommendations

Ref: 1. NGT Orders

Dear Sir,

HCC has been awarded the work of four laning of the Project in the Ramban to Banihal section of NH-44, from km 151 to km 187 (existing chainage) on Engineering, Procurement and Construction (EPC) mode in the State of Jammu and Kashmir. The Hon'ble National Green Tribunal (NGT) has passed various orders for rehabilitation of the dumping yards and implementation of measures for minimizing environmental damage. The Hon'ble NGT directed/ recommended *inter alia* (i) plantation of saplings along the slopes of dumping yards that have achieved 100% of their capacity to prevent erosion, (ii) construction of berms / benches, (iii) construction of gabion walls, (iv) Installation of Hume pipes etc. HCC has been complying with the directives of the Hon'ble NGT and has dutifully undertaken the rehabilitation and protection works of dumping yards along the project stretch. Further, HCC wishes to point wise highlights the facts pertaining to the said matter for your kind information and concurrence.

1. The National Highway (NH-44) is of national importance in as much as the said National Highway connects Jammu to Srinagar and is the only Highway through which the military trucks have road connectivity to the borders. Further, the said Highway is the only lifeline for the entire valley of Kashmir and this further provides to road connectivity to Leh and Laddakh region. Military movement being continuous and heavy, it is a very busy highway and any construction activity on the said Highway has to be factored looking at such movement of traffic as also the fact that the said area is highly landslide prone and experiences extreme weather conditions and heavy rainfall on regular basis. It is only this highway that enables the transportation of daily essentials as well as public movement in the various parts of Kashmir valley and further region. As such the highway experiences very heavy traffic, in this Himalayan terrain. The said highway being 2 lanes only, frequently suffered from traffic jams. The Central government sponsored widening project is scheduled along three stretches — Jammu-Udhampur, Udhampur-Ramban, and

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Ramban-Banihal, envisaging that the widening of the said stretches would ease the traffic. HCC has been awarded the work of four laning/ widening of the Project section of NH-44, from km 151 to km 187 (existing chainage) i.e. the stretch from Ramban to Banihal.

2. On 28.12.2015, the EPC Contract Agreement for the Project was executed between HCC and NHAI. In terms of Clause 4.3 of the EPC Agreement the Authority i.e. NHAI was required and obligated to procure the Environmental Clearances for the construction of the Project prior to the issue of the Letter of Acceptance. Further as many as 8 landslide prone areas existed at the time of handing/taking over of the stretch between GREF and NHAI on 28.12.2015. Subsequently, on 16.03.2017 Collector, Land Acquisition issued letter stating that the stretch from Ramban to Banihal is a slide prone area, which is extremely hilly and fragile and which is on an incline and that the occurrence of any landslide immediately results in blockage of the roads thereby, rendering the roads unsuitable for any traffic.
3. The site allocated to HCC witnessed adverse climatic conditions between 10.12.2018 and 13.12.2018 thereby adversely affecting the various works carried out by HCC on the said sites. HCC, vide its letter dated 21.12.2018, intimated about the same to the Authority's Engineer, M/s. Eurostudios S.L. in association with Rodic Consultant Pvt. Ltd., Dist. Ramban, Jammu & Kashmir - 182146. The copy of the letter is annexed herewith as ANNEXURE-1. Attention is drawn towards letter from Deputy Commissioner, Ramban dated 14.01.2020 (enclosed herewith as ANNEXURE-2), Para 6 of which reads as "The Contractor, HCC, although, has stopped fresh cutting works on this section for nearly a year, now, there still does not seem to be any respite from disruption in movement of vehicles due to several landslides and shooting stones especially in Marooq, Digdole, Panthyal, Mompassi and Gangroo areas" (Emphasis added). Also in Para 5, Deputy Commissioner, Ramban has acknowledged that the "Ramban Banihal section is very vulnerable and shows very heavy activity of landslides and shooting stones areas due to its topography" (Emphasis added). Although the aforementioned letter is dated 14.01.2020, however, HCC had raised concern about the said geotechnical issues even at the commencement of the project and also suggested suitable technical options under Change of Scope proposals to mitigate the said challenges being faced due to the fragile geological conditions and to ensure that the highway remains an "all weather highway" which would be safe for the road commuters. However, NHAI disregarded the proposals and insisted on continuing with the same alignment.

It is also pertinent to mention that Collector Land Acquisition, NHAI (Additional Deputy Commissioner), Ramban in its letter no 957-64/ACQ/NHAI dated 16.03.2017 has also acknowledged the criticality of the existing alignment and consequently proposed for incorporating additional tunnels in the existing alignment. It is worthwhile to submit that even District Development Commissioner, Ramban vide its letter dated 18.02.2019 (enclosed herewith as ANNEXURE-3), recommended to


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Regional Officer, NHAI to include additional tunnels as part of realignment proposal to avoid the fragile strata. It is only in June 2020 i.e. after almost 6 years of executing the contract, that it has been realized that the original alignment cannot be performed to build a safe all weather highway free from landslides, shooting stones, snow-fall related difficulties etc., and accordingly, NHAI decided to realign the highway for 50% length of the project on 12.06.2020, when a new DPR Consultant was appointed. Consequently, NHAI vide its letter NHAI/PIU-Ramban/2019/11001/4263 dated 16.07.2020 advised HCC to suspend the works at several locations (letter enclosed as ANNEXURE-4). The said act of NHAI confirms acceptance of NHAI that the original alignment was unsafe for the traffic and the Contractor was being pursued to execute the works dangerously. The realignment proposals by the new DPR consultant are mostly similar to the proposals submitted earlier by HCC.

4. These proposals are covered under three packages and Notice Inviting Tenders or Request for Proposals have been invited. (Reference of Tender notice enclosed as ANNEXURE-5). The proposals of realignment include additional tunnels, viaducts and other structures. Accordingly, NHAI has invited RFP's for the new works at this juncture of the project. Needless to mention that, HCC vide its letter HCC/RBRP/EURO/2016-17/989 dated 17.07.2017 had applied for Change of Scope at the first instance proposing additional tunnels considering the above impediment. However, the same was denied at that juncture without even looking into the merits of the proposal and not assigning any importance to the technical and geological issues (letter enclosed as ANNEXURE-6).
5. Further, it is to be noted that the said Ramban Banihal area witnesses around as many as 50-60 nos. of landslides (moderate and major) every year. During such landslides, soil mass and heavy boulders fall into the valley or are carried by the resultant floods in the stream, thereby, causing damage to the gabion walls which have been built by HCC to prevent any damage to the valley/ river flowing therein. In fact, the gabion walls situated at most of the dumping sites visited by the Committee were badly damaged on account of unprecedented rainfall and resulting landslides/ slips which took place between 10.12.2018 and 13.12.2018. In no way this high number of landslides can be attributed to the road construction activity. On 18.02.2019 Addl. Deputy Commissioner, Ramban also issued letter to NHAI acknowledging the fact that the sites especially in Maroog, Digdole, Panthyal, Mompassi and Gangroo areas are prone to landslides, the occurrence of any landslides immediately results in blockage of the roads thereby, rendering the roads unsuitable for any traffic." (enclosed herewith as ANNEXURE-2)
6. It may also be noted that HCC has subcontracted the balance works of subject project to M/s Choudhary Power Project Pvt. Ltd. (CPPPL). Hon'ble NGT, vide its Order dated 28.09.2020, in para 5 has acknowledged that the balance works of the subject project are being executed by M/s Choudhary Power Project Pvt. Ltd and the dumping yards which were earlier operated by HCC are taken over by M/s Choudhary Power Project Pvt. Ltd. from March 2020. HCC in keeping with the

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directions of the Hon'ble NGT have directed CPPL to manage the debris in a manner which does not cause damage. Also, HCC has informed CPPL regarding compliance of directives and recommendations issued by Hon'ble NGT.

7. HCC states that vide various correspondences, it has periodically updated/intimated NHAI about the progress of the restoration works and other protection works being carried out by it, as also about the corresponding impediments being faced by it during execution of the said works and achieving progress in the work as per the directions of Hon'ble NGT. Copies of the said correspondence dated 08.02.2021, 12.02.2021; 01.03.2021 and 15.04.2021 are being endorsed to your office for information. Despite several impediments, HCC is still pursuing its best efforts to rehabilitate / restore the damaged works. Your attention is drawn towards HCC's letter dated 24.04.2019 (enclosed herewith as ANNEXURE-7) wherein HCC had intimated the compliance measures against the recommendations of Monitoring Committee. HCC had also highlighted that some of the recommendations are practically difficult to implement due to the geological and terrain problems. Nevertheless, HCC has been dutifully complying with the recommendations of Monitoring Committee to restore the natural flora and fauna of the project stretch. Several correspondences regarding the rehabilitation works under progress, along with relevant photographs, detailed status reports of dumping yards showing the compliance were also submitted on interim basis to NHAI for proper tracking and monitoring of the restoration works. Various correspondence dated 08.02.2021, 12.02.2021, 01.03.2021 and 15.04.2021 along with the status reports submitted to NHAI by HCC are being enclosed herewith as ANNEXURE-8 for your ready reference and records.
8. As stated above, the entire stretch of project length, barring very few locations, are highly prone to huge repetitive landslides and shooting stones due to extremely poor geological conditions of the strata. The same has also been reflected in the report dated 05.02.2020 by the Monitoring Committee. Owing to this, there have been continuous landslides and shooting stones along the project stretch since inception till date which is evident from the landslide and shooting stones records enclosed herewith as ANNEXURE-9. There are several newspaper references, video clippings etc. available in respect of the said repetitive landslides. Some of the video clippings recorded on 09.02.2021, 05.05.2021, 27.12.2021, 13.05.2019, 14.02.2019, 20.06.2019, 14.08.2019 and 10.06.2018 showing the huge quantum of landslide debris generation and slippage to adjacent valleys are enclosed herewith as ANNEXURE-10. Although HCC is not undertaking any illegal dumping activities, the landslide debris naturally slides down in the adjacent valley, however, due to poor geology and inclement weather coupled with heavy rainfall often witnessed at the site, resulting in huge voluminous landslides coming from heights. Such landslides and continuous shooting stones not only damaged the gabion walls constructed and repaired from time to time but has also resulted in covering the carriageway and part of the debris overflowing to valley side. The debris thus overflowed has led to

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formation of heaps at many places on valley slopes. Many such instances have been brought to the attention of Authority from time to time and Authority Engineer's attention. The Authority and Authority's Engineer are well aware that majority of the Project duration has passed in landslide removal. Majority of the project duration, subsequent to the commencement of work at the site and rainfalls, was spent on removal of debris from landslides to clear and open the carriageway for traffic movement. It is well-known fact that in event of landslides, the traffic piles up to kilometers and in such situation dumped muck cannot be hauled to designated places rather be dumped at the location of slide on verbal orders from Traffic Authorities and District Administration to clear the road for traffic movement. HCC is in a helpless situation there and shall not be blamed in this regard. It is worth to mention that Hon'ble NGT in its Order dated 20.03.2020 has also acknowledged HCC's compliance and submitted "Nowhere muck is being directly dumped into rivers except in case of sudden landslides due to aberrant weather conditions when Contractors are asked to clear the road immediately for traffic. This has resulted in 3 - 4 illegal dumping sites particularly between Ramban to Banihal where blaming NHAI or its contractors is not justified. Notwithstanding the above, HCC vide its letter dated 19.12.2020 has replied to NHAI's alleged submission of illegal dumping and highlighted the actual facts and also notified that the rehabilitation and restoration works are damaged by the incessant rainfall coupled with recurring voluminous landslides and shooting stones. HCC is duty bound to keep the highway functional for traffic and therefore has to abide by NHAI's and local administration's verbal instructions to clear the landslide by disposing the debris in the adjacent valley immediately after the landslide, so as to clear the road for traffic. The whatsapp communications wherein instructions are given for immediate clearance of landslides are enclosed as ANNEXURE-11. It is unfortunate to mention that, despite abiding by the instructions from NHAI and local administration, HCC is blamed for the landslide debris disposal in the adjacent valley. Attention is drawn towards last paragraph of HCC's letter dated 19.12.2020 and 20.01.2021 (enclosed herewith as ANNEXURE-12) wherein HCC has explicitly submitted "EPC Contractor is duty bound to protect its interests and therefore undertakes to remove and transport the debris generated from landslides, shooting stones or other such calamities to the locations instructed by the Project Director / Regional Officer, NHAI on case-to-case basis" however no written communications regarding removal of landslide and disposal of landslide debris at particular location have ever been received.

9. The situation has only worsened since the inception of project wherein huge un-envisaged debris was generated and the dumping yards provided by the administration could not accommodate the same. Accordingly, in the absence of sufficient government approved dumping yards being provided to HCC despite several requests, HCC had arranged for various private dumping yards for the project as an additional mitigation measure for proper disposal of the landslide debris. The lease agreements between HCC and the private landowners are enclosed herewith as ANNEXURE-13 for your ready reference. The disposal activities of excavated

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muck have always been strictly undertaken by HCC in designated dumping sites and no dumping is being carried out in the dumping sites which have attained their full capacities. The same can be confirmed from the bare perusal of the recording made by the Monitoring Committee in its report dated 17.03.2020, where the Monitoring committee has recorded that "**There is no current violation in regard of dumping of muck/debris.**" However, the capacity of the said dumping sites, has exhausted over the period of time due to occurrence of recurring landslides. As stated in the report dated 17.03.2020 by the Monitoring Committee and as also acknowledged by the Hon'ble NGT vide order dated 20.03.2020 that the number of designated dumping sites provided by forest department/administration to HCC are not sufficient to accommodate the anticipated quantity of the excavated stones, boulders and muck. Further, due to frequent occurrence of landslides and weather conditions in the site area, most of the dumping areas are filled up with the debris occurring due to the said landslides. The Monitoring Committee has recommended that new dumping sites be identified and allocated to HCC by the local forest department for dumping the muck in future. HCC has also on several occasions sought the allotment of additional dumping sites from the authorities but till date no such additional sites have been allocated to HCC. Accordingly, HCC has been continuously approaching NHAI and the district administration for allocation of new dumping yards which are yet to be sanctioned. Despite repeated requests by HCC, and recommended by NGT/Managing Committee, the new dumping yards have yet not been allotted, thereby causing impediments in the disposal of landslide debris. HCC's correspondences dated 30.11.2020, 01.06.2021 and NHAI's correspondences dated 02.01.2021 and 01.06.2021 for allocations of new dumping yards is enclosed herewith as ANNEXURE-14.

10. While HCC is complying with all the directives issued by Hon'ble NGT to the best of its abilities, the endeavor to achieve complete restoration is possible only after fulfillment of reciprocal obligations by other stake holders. Your attention is drawn towards NHAI's letter dated 24.07.2017 (enclosed as ANNEXURE-15) regarding approval of forest land for dumping wherein Sr. No 8 and Sr. No 9 as mentioned in the letter highlights that HCC has already paid for plantation/rehabilitation of the said forest dumping yards.

11. Further, it may also be noted that HCC is regularly carrying out the rehabilitation and planting seeds and saplings on the dumping yards that have achieved their full capacity. HCC has purchased huge amounts of seeds, saplings etc over the period of time for carrying the said rehabilitation drive. The copies of the invoices of the said purchased made by HCC over the years are annexed herewith as ANNEXURE-16. Apart from regular plantation of saplings and sowing of seedlings by HCC, plantation drives have also been conducted by HCC between 13.02.2021 to 15.04.2021 to restore the flora along the project stretch. HCC had also approached District Forest Officer, Ramban vide letter dated 12.04.2021 seeking their assistance and recommendations for undertaking plantation works in the dumping yards more efficiently. HCC's request letter dated 12.04.2021 addressed to District Forest

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Authorities is enclosed herewith as ANNEXURE-17. HCC's efforts towards plantation works are evident from the photographs submitted vide previous correspondences which are also enclosed herewith as ANNEXURE-18. As per the order of Hon'ble NGT dated 20.03.2020, appropriate records pertaining to plantation works and installation of crates are also being maintained on daily basis by HCC.

12. In addition to above, other rehabilitation works such as construction of gabion walls, construction of berms / benches have also been undertaken by HCC and the same has been intimated to NHAI on interim basis vide various letters dated 08.02.2021, 12.02.2021, 01.03.2021 and 15.04.2021. While HCC is in its best efforts to ensure compliance, on account of the unexpected rainfall and landslides, much of the work undertaken by HCC gets damaged. The Contractor/HCC is taking all possible measure to prevent the muck slipping into the river by construction of gabion toe walls. It is also intended to grow vegetation on the said slopes so that the filled material on such slopes does not surge into the river running beneath and the plants holds on to the said soil and much thereby preventing any spillage in the rivers. The actual location wise measurements of the gabion walls can be cross verified from the certified measurement books of the subcontractors / agencies deployed for the said works. The copies of the measurement books of different subcontractors / agencies are also enclosed as ANNEXURE-19 for your ready reference.
13. Being an ISO certified Construction Company of long standing; HCC is undertaking its best efforts for restoring the natural flora and fauna along the project stretch. It is worth to mention that all the sincere efforts of HCC are also acknowledged by the media. The visual and print media reports appreciating HCC's sincere efforts are enclosed herewith as ANNEXURE-20.
14. Also, your good self is aware about the current situation prevailing in the country due to outbreak of COVID-19. Being a labour driven industry, the construction sector is most affected in these critical times as majority of the labour have returned / relocated to their native places. Despite the above, HCC has been trying its best efforts to continue with the rehabilitation and restoration works. Although the said works are currently at halt, HCC assures to kick start the same upon normalization of situation in the state.

HCC is a law-abiding firm, existing in the country for almost a century, acts responsibly towards complying with all contractual and other Government directives. Accordingly, the above detailed submission is evidence that HCC is pursuing its best efforts to comply with the directives and recommendations of Hon'ble NGT.

HCC believes that your good office will find the above submission in order.

Thanking you and assuring our best of co-operation and services at all times.



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Yours Sincerely,
for Hindustan Construction Co. Ltd.



Isaac Joseph
Project Director

- Encl.:** a) Annexure-1 (Occurrence of landslides)
b) Annexure-2 (Deputy Commissioner Letter))
c) Annexure-3 (Additional Deputy Commissioner letter)
d) Annexure-4 (Work Suspension Letter)
e) Annexure-5 (Tender notice)
f) Annexure-6 (Additional tunnel and request for COS)
g) Annexure-7 (Compliance measures against the recommendations of Monitoring Committee)
h) Annexure-8 (Previous Correspondences with NHAI)
i) Annexure-9 (Landslide Records)
j) Annexure-10 (Landslide Videos)
k) Annexure-11 (Whatsapp Communication)
l) Annexure-12 (HCC's Reply to alleged illegal dumping)
m) Annexure-13 (Lease Agreement)
n) Annexure-14 (Request for dumping yards)
o) Annexure-15 (NHAI's letter)
p) Annexure-16 (Plantation Purchase Bill)
q) Annexure-17 (Plantation Letter)
r) Annexure-18 (Plantation Photographs)
s) Annexure-19 (Subcontractor Bills for Rehabilitation Works)
t) Annexure-20 (Media Reference)

Copy to:

- 1. The Regional Officer**
National Highway Authority of India
House No. 315, Sec – 1
1st floor, Channi Himmat
Jammu, Jammu & Kashmir 180015
- 2. The Authority's Engineer,**
M/s. Euroestudios S.L in association with
Rodic Consultants Pvt. Ltd,
Distt. - Ramban,
Jammu & Kashmir – 182146

Hindustan Construction Co Ltd.

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3. **M/s Choudhary Power Projects Pvt. Ltd,**
Choudhary Towers, 3rd Floor,
Sector1-A, Extension Trikuta Nagar
Jammu 180012

Hindustan Construction Co Ltd.

Ramban-Banihal, Section of NH-1A, (Now) 44, Village: Gund Tethar, PO: Banihal, Distt: Ramban
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