

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

ORIGINAL APPLICATION NO. 44 of 2024

IN THE MATTER OF:-

JOT SINGH BISHT


.....APPLICANT

Versus

STATE OF UTTARAKHAND..... RESPONDENTS

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 A GM (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
 ऋषिकेश (उत्तराखण्ड)-249201/Rishikesh (Uttarakhand)-249201

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FILED BY

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BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,

NEW DELHI

ORIGINAL APPLICATION NO. 44 of 2024

IN THE MATTER OF:-

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STATE OF UTTARAKHAND..... RESPONDENTS

REPLY/ OBJECTION ON BEHALF OF RESPONDENT NO.4, RAIL VIKAS NIGAM LIMITED, THROUGH ITS ADDITIONAL GENERAL MANAGER, AJAY KUMAR WITH REGARD TO THE JONT INSPECTION REPORT DATED 13.05.2024 SUBMITTED IN COMPLIANCE TO THE ORDER DATED 07.03.2024 PASSED BY THE HON'BLE BENCH OF THE NATIONAL GREEN TRIBUNAL, DELHI.

MOST RESPECTFULLY SHOWETH:-

1. That the answering respondent no.4 has gone through the contents of the Joint Committee Report dated 13.05.2024 filed in the present case.
2. That this Hon'ble Tribunal in exercise of suo-moto jurisdiction under Section 14 and 15 of NGT Act, 2010 passed an order on 17.05.2024 in the present case whereby the answering respondent has been granted time to file response/ objection to the joint committee report.
3. There is some delay in filing the response which was caused due to collection of the documents. This Hon'ble Tribunal may very kindly consider condoning the same as the delay is totally unintentional.
4. That the respondent no.4/answering respondent, in compliance of the order dated 17.05.2024, is submitting herein below its objection to the Joint Committee report, for the kind consideration of the Hon'ble Tribunal.
5. That the Authorized representative of Rail Vikas Nigam Limited i.e., RVNL


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has gone through the joint committee report dated 13.05.2024 and after perusing the same, the response is being filed which as follows-

- A. That the Rail Vikas Nigam Ltd. (RVNL), is a public sector undertaking under the Ministry of Railways and has been entrusted with the work of detailed construction survey, design, engineering and construction of new line as a part of Northern Railway (NR). The proposed alignment connects Rishikesh and Karnaprayag and passes through Ganga and Alaknanda river valley. The alignment is 126 km long with a significant part falls in tunnels and bridges spanning deep gorges and valleys. This project is further proposed to be extended to connect Badrinath and Kedarnath (through future development). On completion of this project, it will improve connectivity in Ganga/Alaknanda valley and boost the economy and tourism in Uttarakhand state. Otherwise also this project a dream and important project in India.
- B. That the project alignment passes through the rugged, mountainous and steep terrain. Out of 126 Km about 105 km track passes through the tunnels. The alignment avoids the hill slope excavation, acquisition of open land and tree cutting. Thus, while finalizing the alignment, RVNL has taken care of all environmental aspects.

It is pertinent to mention that for construction purpose the alignment has been divided in 10 packages. Out of 10 packages, the package 7B covers tunnel T13 (between Narkota and Tilani) and Tilani station yard. The package 7B starts from chainage Km.91+228 and ends at Km.101+339.

- C. That as stated in the preceding paragraph, RVNL has been entrusted with the work of detailed construction survey, design, engineering and construction of this project. For the implementation of the project a tender was floated for package 7B and after completion of bidding process, the contract was awarded to M/s Megha Engineering & Infrastructure Ltd. which is a company incorporated under the Companies Act.


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M/s. Megha Engineering & Infrastructure Ltd. is also impleaded as respondent No.5 in the instant Original Application No.44 of 2024.

- D. That the contract agreement was executed between RVNL and M/s Megha Engineering and Infrastructure Ltd. on 02.09.2020. The RVNL signed the said contract agreement as the “EMPLOYER” and M/s Megha Engineering and Infrastructures Ltd. as the “CONTRACTOR”. The Copy of the contract agreement dated 02.09.2020 is being enclosed as **Annexure No. R-1** with this response.

As a Contractor under the agreement, M/s Megha Engineering and Infrastructures Ltd. has been assigned the following work-

“Construction of Tunnels, Bridges and Formation Works from Chainage 91+228 to 101+339 (FLS) under Package-7B in connection with new Broad Gauge Line between Rishikesh and Karanprayag (125km) in the state of Uttarakhand, India”

As it appears from this contract agreement the contractor has been given the task for execution of the aforesaid work.

- E. That the contract value in the contract agreement is INR 17,45,55,63,272/- only. In the contract agreement there is reference of description of contents which is in the form of index, and it contains 16 descriptions **(Page no 2 of 900)**. This description of contents include the “**General Condition of Contract**” mentioned at Serial No.9 in the Index and also the “**Special/ Particular Conditions of Contract**” mentioned at Serial No.8 of the contract agreement.
- F. That the relevant extract of the bid document relating to the General Conditions of Contract (GCC) are reproduced below. The complete copy of the bid document will be produced at the time of argument of the instant Original Application and is not being filed for the sake of brevity and to avoid making

the file heavy and bulky

- G. Under chapter 1 of section 5 (works requirement) of Sr. 10 of index i.e. The Works/Employer's Requirements, the Clause no. 1.8 describes the works requirements for protection of environment. This clause clearly provides that the contractor and its sub-contractors and petty contractors shall abide at all times by all existing enactment on environmental protection and rules made thereunder. For ready reference Clause 1.8 is being reproduced here as under:
- "1.8 Protection of Environment

1.8.1 During execution of works, the Contractor, his sub-contractors and petty contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye- law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Some of the most relevant laws that are currently in force and are applicable in the subject contract are listed below: -

- 1.8.1.1 The Forest Act 1927;
1.8.1.2 The Forest (Conservation) Act 1980;
1.8.1.3 The Wildlife (Protection) Act 1972;
1.8.1.4 National Wildlife Action Plan 1983;
1.8.1.5 National Conservation Strategy 1992;
1.8.1.6 National Forest Policy, 1988;
1.8.1.7 The Water (Prevention and Control of Pollution) Act, 1974;
1.8.1.8 The Air (Prevention and Control of Pollution) Act, 1981;
1.8.1.9 The Environment (Protection) Act, 1986;
1.8.1.10 The Public Liability Insurance Act, 1991.


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1.8.2 The last-named Act provides for public liability insurance for the purpose of providing immediate relief to persons affected by accidents occurring while handling hazardous substances and for matters connected therewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

1.8.3 Protection of Trees: The Contractor must organize his work in such a way that the ecology of the area is not affected. The work area is located mostly in forest land. The Contractor and his men are prohibited from cutting any trees. Contractor shall provide assistance to the forest official in cutting of trees. Unauthorized felling of trees will result in legal action being taken under the relevant laws for which the Contractor shall be responsible.

The abstract of the **bid document PK-7B** i.e., Chapter 1 is being enclosed as Annexure R-2.

- H. That another annexure is abstract of Chapter 2 of bid document **PK 7B** is also being enclosed which pertains to general information and scope of work. Clause 2.3 pertains to project components and its sub clause E is relevant which gives the description of Muck dumping locations. The said Sub Clause E is being reproduced here as under for ready reference -.

“E. Muck Dumping Locations

Employer has already acquired land required for dumping of muck to be generated from tunnel excavation at suitable locations. All sites are located within 10km lead of the tunnel Portals. Site maps for all muck dumping grounds are shown in bid drawings in Vol. III. Brief details are as follows:


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| Ground ID | Available Muck dumping capacity | Muck Dumping Location | Suitable for | Distance (Kms) |
|------------|---------------------------------|-----------------------|---------------|------------------------------------|
| D27 (NH) | 3,52,000.00 cum. | At Narkota Village | T13-P-1 | At Tunnel-13 Portal-1 location |
| D27 (NH) | 3,52,000.00 cum. | At Narkota Village | Adit-7 Portal | At 8 km from adit portal location. |
| D-28* (NH) | 7,69,280.00 cum | Nearby Tilani Yard | T-13-P-2 | At Portal Location Only. |

*This dumping ground would be shared between T13 and T14.

As it appears from the aforesaid sub clause E there are identified muck dumping zones of Muck and in the bid document there is clear cut reference of these dumping locations with available muck dumping capacity as well as there is a with description of muck dumping location.

The Chapter 2 of bid document is also being enclosed as **Annexure R-3.**

In support of this, Volume 3 which contains the bid drawing of muck dumping locations is also being enclosed as **Annexure R-4.**

Along with this, the maps which pertains to the muck dumping location area from period 2021 till 2024 is being collectively filed and being enclosed as **Annexure R-5.**

- I. Volume III is under Chapter 7 of the bid document PK-7B chapter contains different drawings, reports and information. Clause 7.1 and 7.2 of Chapter 7 are relevant and the said clause 7.1. and 7.2 are reproduced herein under for ready reference -.

“7.0 BID DRAWINGS

7.1 Following drawings, reports and information etc are available in **Volume III** of the Bid Document

- (i) Alignment and Longitudinal Section
- (ii) Geotechnical Baseline Report


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- (iii) Borehole Data (Available in RVNL office for reference)
- (iv) Tunnel Portals and other Underground structures.
- (v) Approach roads.
- (vi) Adit 7
- (vii) Muck Dumping Areas
- (viii) Station Yard Plan

7.2 The information contained in the tender drawings given in Vol-III are indicative and for guidance only. The contractor shall execute the works as per the approved construction drawings and specifications or as approved by the Engineer.”

Clause 7.2 clearly stipulates that “**the contractor shall execute the works as per the approved construction drawings and specifications or as approved by the Engineer**”.

Now clause 7.1 contains sub clause (vii) i.e., Muck Dumping areas and therefore as per clause 7.2 of Chapter 7, the contractor is responsible to dump the muck in the identified muck dumping areas, the description of which has been given in Clause E of Chapter 2 and the muck dumping areas as specified in drawing in Volume III. The abstract of Chapter 7 of bid document PK 7B is being enclosed as **Annexure R-6**.

- J. That under Annexure-A (Technical Specification for Tunneling) sub chapter 1 (Site Installations and Services) the clause no. 1.3.19, clause no. 1.3.20 and clause no. 8.15 of sub chapter 8 (Underground Excavation) of Annexure -A are relevant with respect to Muck Disposal of bid document PK-7B are also relevant and these are clauses 1.3.19, 1.3.20 and clause 8.15.

Clause 1.3.19. pertains to dumping areas and this clause is also very relevant for the subject matter of present Original Application.

“ 1.3.19 DUMPING AREAS, WITH DEVELOPMENT PLANS


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- i. Dumping areas lands acquired by employer near the tunnel portal will be made available for muck disposal purposes. Tender drawings show the available land demarcated and reserved for muck dumping under the scope of works. The technical specifications for developing and rehabilitating the muck disposal sites shall be as submitted by contractor and agreed by the Engineer.
- ii. The contractor shall make necessary arrangements for the management of muck disposal so that it meets all the environment guidelines / conditions imposed for the construction of project by MOEF / Govt. bodies / State Pollution control board and/or other statutory bodies.”

Further Clause 1.3.20 is also relevant which pertains to Land requirement which clearly provides whatever be the royalty is concerned that will be payable by the contractor. For ready reference clause 1.3.22. is being reproduced herein under:-

“1.3.20 WASTE AND GARBAGE DISPOSAL

- i. The Contractor shall daily collect waste material and garbage from camps, offices and workshops and transport it to an area approved by the Engineer, where it shall be incinerated and buried or disposed off as approved by the Engineer.
- ii. The site shall be kept clean and free of refuse at all times. No waste shall be dumped in areas other than those approved by the Engineer for waste disposal. No waste of any kind shall be deposited in any watercourses.
- iii. Waste and Garbage disposal system shall meet all environment guidelines and conditions imposed for construction of project by MOEF/ Govt. bodies at no extra cost to The Employer.

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- iv. The contractor has to make appropriate provision for Oil / Grease interceptor at refuelling stations and at fuel storage locations.

Further, Clause 8.15 pertains to disposal of excavated materials and the same are being also reproduced here as under-

“ 8.15 DISPOSAL OF EXCAVATED MATERIALS

8.15.1 All materials from underground excavation suitable for use as fill concrete aggregates or for other purposes shall be stockpiled on the Site as directed or approved by the Engineer, if the immediate placement in the final location in permanent works is not possible.

8.15.2 Excavated materials, which are not suitable or are in excess of the permanent construction requirements, shall be disposed off in the waste disposal areas shown in the drawings or in areas designated as such by Engineer in the course of the work.

8.15.3 The Contractor shall shape and trim the dumping areas and stockpiles to the lines and grades as directed or approved by the Engineer and shall provide for adequate diversion of existing water courses. The area over which the excavated material is to be disposed shall be stripped of all vegetation. If the area is steeply dipping, precautions shall be taken to ensure stability of the material in the area, including base drainage and surface protection against erosion and providing retaining wall / gabions etc. wherever required. The material dumped shall be compacted, by movement of the dumping vehicles and grading as necessary, in layers not exceeding 0.5m in depth. It shall be the responsibility of the Contractor to remove any material from any slide that may occur in the disposal dump or its base and redispense the removed material properly to the satisfaction of the Engineer at his own cost. Prior to the commencement of excavation work the Contractor shall have prepared the disposal area to the satisfaction of the Engineer and the methods proposed for disposal shall also have received approval of the Engineer.

8.15.4 The Contractor shall be liable for any damage to Temporary or Permanent Works or to the property of third parties caused by poor drainage in the waste disposal or stockpile areas.

8.15.5 If additional areas are required for disposal of the excavated material, the contractor shall propose, such area for approval of the Engineer.

8.15.6 The Contractor shall ensure that no excavated materials are disposed off in the stream or at locations, where in the opinion of the Engineer these are liable to be washed away by the floods.

8.15.7 The disposal of the excavated material in the dumping area shall not damage the environment and will be regulated as per the norms of Government of India. In spite muck disposal area shall be suitably covered off with retaining structures. Before taking up such works the contractor shall propose the construction methodology of retaining wall with RR Masonry/gabions approved from the engineer.”

The aforesaid relevant clauses i.e., 1.3.19 and clause 8.15 of the bid document PK-7B are being enclosed as **Annexure R-7.**

- K. The respondent no.5 i.e., M/s Megha Engineering and Infrastructure Ltd. issued letter of price bid. This letter is being enclosed only to demonstrate and establish that the said contractor accepted the said work with no reservations to the bidding document and undertakes to execute the works in conformity with the bidding document.

The copy of letter of price of respondent no.5 dated 17.02.2020 is also being enclosed as **Annexure R-8.**

RESPONSE TO THE OBSERVATIONS MADE BY THE JOINT COMMITTEE REPORT

- L. That the answering respondent no.4 i.e., RVNL would further make


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submissions on the factual position as observed by the committee in its report dated 13.05.24 which are as follows-

- i. That the proposal of muck dumping yard at Jawadi for area 0.8511 hectares was processed and uploaded on MoEF& CC portal PARIVESH (<https://parivesh.nic.in>) on 29.11.2021. After recommendation of State Forest Secretary (Annexure----), the proposal was submitted to REC (Regional Empowered Committee) and discussed on 30.08.2022. The decision of the REC is read as under-

“After detailed discussion on various aspects of the proposal, the committee decided to approve the proposal subject to submission of clarification/ documents/ information on the following points:

1. *The proposal is for additional area requirement for the already approved Rishikesh Karnprayag Railway line project and it is expected that few more proposals for the same were and will be submitted. It is requested to propose the plantation area in one patch/ Block for all the proposals instead of providing it in small patches and accordingly KML file, maps & plantation scheme of 1702 trees shall be submitted.*
2. *A detailed analysis of the previously proposed muck dumping yards is required to be submitted.*
3. *Muck disposal plan is required to be reviewed and resubmitted in view of the quantity of muck that will be generated along with the capacity of the dumping yard.*
4. *No trees should be felled in the muck dumping area.”*

The copy of the letter dated 06.09.2022 regarding the 71st meeting of the Regional Empowered Committee of Integrated Regional Office, Dehradun, held on 30.08.2022 along with the proposal is hereby being

annexed and enclosed as **Annexure R-9.**

- ii. That, consequently, RVNL complied with all the above points of submissions of clarification/ documents/ information of REC approval vide letter no. RVNL/RKSH/FRST(Cors)/1/2020/CIVIL/RKSH/898 dated 29.12.2022. The Timeline movement of proposal from date 29.11.2021 till date can be seen on PARIVESH portal. However, the formal approval from MOEF & CC is still awaited. It is further submitted that muck dumping on additional land of 0.4589 hectare was done by the Contractor M/s Megha Engineering & Infrastructure Limited (responded no. 5 in the matter) awaiting approval. For this the contractor has been penalized under Indian Forest Act -1927, under case no. 40/2022-23 dated 23.02.2023 , for Rs. 4,61,291.00 (Rs. Four Lakhs sixty-one thousand two hundred ninety-one only). Though, the default, in the humble submission was not on the part of the contractor, however, to avoid any dispute the said amount was deposited. The copy of the amount bearing Rs. 4,61,291/- is being reproduced at during the course of argument.
- iii. That the answering respondent no.4 i.e., RVNL had carried out all the formalities for obtaining permission for Storage and Transportation well in advance in Form H-1 along with the challan of Rs. 50,000/- vide dated 28.06.2021. Subsequently, the committee constituted by the Director General Mining and Geology, Government of Uttarakhand carried out the inspection on date 24.07.2021. However, for unknown reasons the permission is kept in abeyance and the same is not granted till date.

The copy of the Form H-1 vide dated 28.06.2021 wherein the department had carried out all the formalities for obtaining the permission for Storage and Transportation as well as the inspection report are collectively being filed herewith and enclosed as **Annexure R-10 (colly)**



अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट)
A G M (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

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- iv. That the site inspection report dated 07.12.2021 from DCF wherein the inspection of the land required by the answering respondent for the project i.e., 0.8511 ha. (Revenue Forest Land) wherein it was found that no violation by the user agency (i.e., answering respondent no.4 i.e., RVNL) as per Forest Conservation Act, 1980.

The copy of the site inspection report dated 07.12.2021 is being enclosed as **Annexure R-11.**

- v. That it is pertinent to mention herein that the District Level Committee of District Rudraprayag, Uttarakhand chaired by District Magistrate recommended for the diversion of the forest land in the village Jaweri in Rudraprayag admeasuring 0.8511 hectares of the forest land for the development of 126 km long broad Gauge New Rail Link.

The copy of the proceedings of meeting of District Level Committee constituted under Scheduled Tribes & other Traditional Forest Dwellers (recognition of rights) Act (FRA), 2006 is being enclosed as **Annexure R-12.**

- vi. That vide letter dated 19.04.2022 by Additional Chief Conservator of Forests and Nodal Officer, Forest Conservation, Uttarakhand, Dehradun to the Forest Secretary, Government of Uttarakhand vide Letter No. 2502/FP/UK/RAIL/148808/2021 in which it is recommended that the proposal be sent to the central government for approval in principal for transfer of 0.8511 hectares of forest land for non-forestry works under the Forest Conservation Act, 1980 and as such it has been specifically mentioned that the proposal was accepted by Revenue Department/ Divisional Forest Officer, Rudraprayag Forest Division, Rudraprayag and Forest Conservator, Garhwal Circle, Pauri.

The letter dated 19.04.2022 by Additional Chief Conservator of Forests and Nodal Officer, Forest Conservation, Uttarakhand, Dehradun to the

अजय कुमार / Ajay Kumar
 अपर महाप्रबंधक (परि०-२/ ऋषिकेश-कान्प्रयाग प्रोजेक्ट
 A GM (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम) / A Govt. of India Enterprise

Forest Secretary, Government of Uttarakhand vide Letter No. 2502/FP/UK/RAIL/148808/2021 is being enclosed as **Annexure R-13.**

- vii. That it is hereby pertinent to mention that the answering respondent no.4 vide letter dated 06.07.2023 sent to the Deputy Conservator of Forest, Rudraprayag Forest Division, Rudraprayag wherein the answering respondent no.4 raised its concerns/ objections with regard to the excess muck dumping accessed by the Regional Forest Officer. It was explained that most of the part of concrete in muck dumping would be used in construction of railways and further no forest property is getting destroyed/ proposed to be destroyed. Keeping in view, the project is of national importance the space was utilized on the oral permission granted by the Regional Office, Dehradun of Environment, Forest and Climate change Ministry.

Further, it is also stated that all the precautions have been taken so that no damage is caused to environment in this regard. It was prayed that permission be granted for utilization of the muck dumped and discharge from the penalty imposed.

The copy of the letter dated 06.07.2023 is being enclosed as **Annexure R-14.**

- viii. It is pertinent to mention that the no objection certificate was granted to the answering respondent no.4 by the Office of Sub-Divisional Magistrate, Rudraprayag for 0.8511 ha of forest land to carry out the construction of 126 km of Rishikesh- Karnaprayag broad gauge railway project and as such no agricultural work was being done in the said forest land under the occupation of any Scheduled Tribe or other traditional forest dweller. The copy of the no objection certificate is being enclosed as **Annexure R-15.**

- ix. That it is pertinent to mention herein that as far as permission for dumping


अजय कुमार/Ajay Kumar
 अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
 A G M (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
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 ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249

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yard is concerned, obtaining permission under the Construction and Waste Demolition Waste Management Rules – 2022 is not required. It is furthermore pertinent to mention that the specific reclamation plan for the entire area will be prepared once the muck is removed from the site.

- M. The respondent no.4 is most humbly submitting before the Hon'ble Tribunal that muck dumping at the site which was under the process of approval was done in the national interest and to save the claims of contractor which might have caused huge financial losses to Govt. of India. It is further submitted that after completing the formalities as required by the competent authorities way back in the year 2021-22, till date there is neither any objection raised nor any further query made from respondent no.4
- N. That the answering Respondent no. 4 humbly request and prays before the Hon'ble Tribunal to consider the above-mentioned facts and discharge the notices against Respondent No.4.

FILED BY

THROUGH

**PLACE- NEW DELHI
DATE- 21.08.2024**

**(ANANYA THAPLIYAL)
ADVOCATE FOR RESPONDENT NO.4
PHONE NO.:- 8979055846
EMAIL ID: thapliyalananya15@gmail.com**


अजय कुमार / Ajay Kumar
अपर महाप्रबंधक (परि०-2/ ऋषिकेश-कारणप्रयाग प्रोजेक्ट)
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम) / A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI

IN

ORIGINAL APPLICATION NO.44/ 2024

IN THE MATTER OF:-



JOT SINGH BISHT

.....APPLICANT

Versus

STATE OF UTTARAKHAND

.....RESPONDENT

AFFIDAVIT

I, Ajay Kumar, S/O Shri Narendra Kumar aged about 43 years, R/O House No. 56, Shanti Vihar, Kanwali Road, near Telephone Exchange, Dehradun, Dehradun, Uttarakhand-248001, do hereby solemnly affirm and declare as under:-

1. That the deponent is filing an accompanying Objection on behalf of respondent no.4 i.e., Rail Vikas Nigam Limited with regards to the Joint Committee Report and he is well conversant with the facts of the case, am competent to swear this affidavit.
2. That the accompanying reply/ objection has been drafted by my counsel under my instructions and I have read the same and have understood the contents thereof, which are true to my knowledge and based on record maintained by the respondent no.4 in its normal course of work, and nothing material has been concealed therefrom.
3. That the Annexure to the accompanying reply/ objection are true/ certified copies of their respective originals.

DEPONENT

VERIFICATION:

Verified at Rishikesh, Uttarakhand on this 18th day of 21/8 2024 that the contents of my above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.

This affidavit is sworn before me
By Shri. Ajay Kumar सो मीनेरकुमार
Who is identified by Shri. स
at Narendranagar T.G. on 21/8/24

R.B. BHATT
Advocate & Notary
Narendranagar T.G.

DEPONENT

अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
A GM (Project-2)/Rishikesh-Karnaprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/Rishikesh (Uttarakhand)-249201

अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
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(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/Rishikesh (Uttarakhand)-249201

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ANNEXURE R-1

Digitally signed
by BHANU
PRAKASH
Date: 2020.10.09
16:07:05 +05'30'



रेल विकास निगम लिमिटेड
Rail Vikas Nigam Limited

CA No.: RVNL/RKSH-KNPG/Tender/Tunnels/PK-7B/CA-52 Dated 02.09.2020

CONTRACT AGREEMENT

FOR

Construction of Tunnels, Bridges and Formation Works from Chainage 91+228 to 101+339(FLS) under Package - 7B in connection with new Broad Gauge Line between Rishikesh and Karanprayag (125km) in the State of Uttarakhand, India

BETWEEN

**EMPLOYER: Rail Vikas Nigam Limited,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place, R.K. Puram,
New Delhi-110066.**

AND

**CONTRACTOR: M/s. Megha Engineering &
Infrastructures Limited
S-2, Technocrate Industrial Estate,
Balanagar, Hyderabad-500037,
Telangana, India**

CONTRACT VALUE: INR 17,45,55,63,272.00


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2)/ रूषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
रूषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201



INDEX

CA No.: RVNL/RKSH-KNPG/Tender/Tunnels/PK-7B/CA-52 Dated 02.09.2020

CONTRACT AGREEMENT

FOR

Construction of Tunnels, Bridges and Formation Works from Chainage 91+228 to 101+339 (FLS) under Package - 7B in connection with Nw Single Broad Gauge Line between Rishikesh and Karanprayag (125km) in the State of Uttarakhand, India

BETWEEN

EMPLOYER: Rail Vikas Nigam Limited, 1st Floor, August Kranti Bhawan, Bhikaji Cama Place, R.K. Puram, New Delhi-110066.

AND

CONTRACTOR: M/s. Megha Engineering & Infrastructures Limited
S-2, Technocrate Industrial Estate, Balanagar,
Hyderabad-500037, Telangana, India.

CONTRACT VALUE: INR 17,45,55,63,272.00

| S.No. | Description of Contents | Page No |
|-------|--|---------|
| 1 | Contract Agreement. | 001-003 |
| 2 | Performance Guarantee. | 004-020 |
| 3 | The Letter of Acceptance (LOA). | 021-026 |
| 4 | The Letter of Technical Bid & Technical Proposals | 027-032 |
| 5 | The Letter of Price Bid | 033-034 |
| 6 | The Power of Attorney | 035-047 |
| 7 | The Addendum & Corrigendum to the Tender Document | 048-161 |
| 8 | The Special/Particular Conditions of Contract. Part-A : Contract Data Part-B : Particular Conditions of Contract | 162-205 |
| 9 | The General Condition of Contract | 206-313 |
| 10 | The Works/Employer's Requirements | 314-559 |
| 11 | Geotechnical Baseline Report | 560-678 |
| 12 | The Completed Schedules including (Priced bill of Quantities) | 679-712 |
| 13 | Form KEYP-1, Form KEYP-2, Form P&M-1, Form P&M-2 (Letter of Comfort), Form INS-1 & Form INS-2. | 713-732 |
| 14 | Form MET -1 to Form MET -5 | 733-790 |
| 15 | Contract Forms | 791-809 |
| 16 | Drawings | 810-897 |


अजय कुमार / Ajay Kumar

अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम) / A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड) - 249201/Rishikesh (Uttarakhand) - 249201

CONTRACT AGREEMENT



अजय कुमार / Ajay Kumar
अपर महाप्रबंधक (परि०-२/ ऋषिकेश-कान्प्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम) / A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL62839326977452S
 Certificate Issued Date : 30-Jul-2020 12:58 PM
 Account Reference : IMPACC (IV)/ dl797803/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL79780334158746776381S
 Purchased by : MEGHA ENGINEERING AND INFRASTRUCTURES LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : RAIL VIKAS NIGAM LIMITED
 Second Party : MEGHA ENGINEERING AND INFRASTRUCTURES LTD
 Stamp Duty Paid By : MEGHA ENGINEERING AND INFRASTRUCTURES LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Digitally signed
 by BHANU
 PRAKASH
 Date:
 2020.10.09
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Contract Agreement is सत्यापित / VETTED for Rs 1745,95,63,272/- only
 (Include G.S.T) Rs One thousand Seven hundred forty five crore fifty five
 Sixty three thousand two hundred seventy two only

परिसर प्रबन्धक (वित्त) / Sr. Manager (Finance) S.S.
 र. वि. नि. नि. / R.VNL, New Delhi



Please write or type below this line.

Contract Agreement

CA No.: RVNL/RKSH-KNPG/Tender/Tunnels/PK-7B/CA-52 Dated 02.09.2020

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the "Contract") is made at New Delhi on the Second day of September 2020 between the Rail Vikas Nigam Limited, 1st Floor, August Kranti Bhawan, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066 on the one part (hereinafter called the "Employer") acting through the Chairman & Managing Director and M/s. Megha Engineering & Infrastructures

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at www.e-stamp.com. Any discrepancy in the details on this Certificate and its availability on the website renders it invalid.
- The onus of checking the legitimacy is on the user.
- In case of any discrepancy please inform the Company.

अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-2) ऋषिकेश-कारणप्रयाग प्रोजेक्ट

AGM (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
 ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

Limited, S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, Telangana, India, (hereinafter called the "Contractor") on the other part the Contractor will be represented hereunder at all times by Mr. N. Akhilesh Reddy, Authorized Signatory).

WHEREAS the Employer desires that the Works known as "Construction of Tunnels, Bridges and Formation Works from Chainage 91+228 to 101+339 (FLS) under Package - 7B in connection with new Broad Gauge Line between Rishikesh and Karanprayag (125km) in the State of Uttarakhand, India" should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and remedying of any defects therein,

The Employer and the Contractor agree as follows:

- सत्यापित / VETTED
JKS/14/2020/03/8/2020
1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the contract documents referred to.
 2. The following documents shall be deemed to form and be read and constructed as part of the Agreement; This Agreement shall prevail over all other Contract documents.
 - i) the Performance Security.
 - ii) the Letter of Acceptance
 - iii) the Letter of Technical Bid & Technical Proposal.
 - iv) the Letter of Price Bid
 - v) the Addendum and Corrigendum to the Tender Document
 - vi) the Special/Particular Conditions of Contract.
 - (a) Part-A: Contract Data
 - (b) Part-B: Particular Conditions of Contract
 - vii) the General Condition of Contract
 - viii) the Works/Employers Requirements
 - ix) the completed Schedules including (Priced bill of Quantities)
 - x) Any other documents
 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.



Page 2 of 897

अजय कुमार / Ajay Kumar
 अपर महाप्रबंधक (परि०-२) / अधिकारी-कर्णप्रयाग प्रोजेक्ट
 A G M (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम) / A Govt. of India Enterprise
 अधिकारी (उत्तराखण्ड)-249201 / Rishikesh (Uttarakhand)-249201

4. The Employer hereby covenants to pay the Contractor in consideration of execution and completion of the Works and the remedy of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This is to certify that this Contract Agreement contains pages from S. No. 001 to 897 . Due to Covid-19 pandemic situation in the country only Pages From S. No. 001 to 003 have been signed physically and remaining pages are deemed to have been signed being uploaded on e-tendering portal and emails. In case of any discrepancy/dispute arises, then uploaded documents of the Employer along with A&Cs shall prevail.

सत्यापित / VERIFIED
02/09/2020

IN WITNESS whereof the parties hereto have caused this Agreement to be signed and executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Employer

For and on behalf of the Contractor

02/09/2020
मानू प्रकाश / BHANU PRAKASH
कार्यपालक निदेशक / अधिकारी
Executive Director / RKSH
रेल विकास निगम लि / Rail Vikas Nigam Ltd
(भारत सरकार का उपक्रम) / (A Govt. of India Enterprise)
Signature of the authorized official
New Delhi-110006 / New Delhi-110006
(BHANU PRAKASH)
Name of the official
Stamp/Seal of the Employer

02/09/20
S-2, T.E.
Balanagar,
Hyd-37.
Signature of the authorized official
(N. AKHILESH REDDY)
Name of the official
Stamp/Seal of the Contractor

in the presence of:
Sign of Witness [Signature]
Name R. C. Sharma.
Address Manager / emil / RVNL.

in the presence of:
Sign of Witness [Signature]
Name Mr. P. Goswami (K)
Address AGM, MEL, DSIH

BID Document PK-7B

Chapter – 1

1.0 Safety and Security

- 1.1 The works included in this contract are to be carried out close to the running traffic and public utilities, therefore, safety of road traffic and the public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / Engineer / Employer from time to time to ensure safety while carrying out works in close vicinity of the various work sites. **The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.**
- 1.2 Safety for works:
- 1.2.1 Before starting any excavation work adjacent to existing private/public infrastructure, the contractor shall take necessary permissions from the authorities and required precautions shall be taken.
- 1.2.2 The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- 1.2.3 The Contractor shall provide safety fencing around foundation pits, trenches, erection sites, demolition sites, blasting sites, storage sites of explosives etc., to prevent accidents and injuries to the public.
- 1.2.4 The Contractor shall maintain the safety fencing in good working condition the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of Engineer. The fencing material will be the property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches.
- 1.2.5 **The Contractor will not be paid separately for installation of such fencing, and cost is deemed to be included in the quoted rates of BOQ, whenever required to be installed for work locations.**
- 1.3 Damage to Railway Property or Life or Private Property
- 1.3.1 Contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor.
- 1.3.2 In case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor.
- 1.3.3 The Railway / Employer / Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expense **shall not be called in question by the Contractor.**
- 1.4 Reporting of Accidents



अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-२)/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट

A GM (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise

ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

BID Document PK-7B

- 1.4.1 The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall in addition, notify the Engineer and the Employer immediately by the quickest available means.
- 1.5 Life-saving Appliances and First-aid Equipment
- 1.5.1 The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time.
- 1.6 Security Measures
- 1.6.1 Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- 1.6.2 Contractor's employee as well as his Sub Contractor's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots and other safety / protection gadgets / accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- 1.6.3 All vehicles used by the contractor or his subcontractor shall be clearly marked with the Contractor's name or identification mark.
- 1.6.4 The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously through-out working and non-working periods including nights, Sundays and holidays, for the duration of the contract.
- 1.6.5 Deleted
- 1.7 Safety Fencing for running road traffic
- 1.7.1 Before commencing any work close to the running traffic, the Contractor shall bring to the notice of the Engineer the details of his proposed date of commencement of the work. If so, required by the Engineer, the Contractor shall provide safety fencing and obtain the specific advance permission of Engineer to commence the work.
- 1.7.2 The fencing shall be decided by engineer suiting local conditions of traffic.
- 1.7.3 The Contractor shall maintain the safety fencing in good working condition the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of Engineer. The fencing material will be the property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches.
- 1.7.4 Fencing shall bear Details of the work like name of executing agency, contractor and work etc. painted as per employer's requirements.
- 1.7.5 The Contractor shall post look out men (Minimum 02 men per shift per work site) on National Highway on either side of the work location.
- 1.7.6 The Contractor will be paid separately for installation of fencing under this clause as per the relevant items in RVNL/USSOR/ CPWD/ DSR/ MoRTH SOR.
- 1.8 Protection of Environment
- 1.8.1 During execution of works, the Contractor, his sub-contractors and petty contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in



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future by the State or Central Government or local authority. Some of the most relevant laws that are currently in force and are applicable in the subject contract are listed below: -

- 1.8.1.1 The Forest Act 1927;
 - 1.8.1.2 The Forest (Conservation) Act 1980;
 - 1.8.1.3 The Wildlife (Protection) Act 1972;
 - 1.8.1.4 National Wildlife Action Plan 1983;
 - 1.8.1.5 National Conservation Strategy 1992;
 - 1.8.1.6 National Forest Policy, 1988;
 - 1.8.1.7 The Water (Prevention and Control of Pollution) Act, 1974;
 - 1.8.1.8 The Air (Prevention and Control of Pollution) Act, 1981;
 - 1.8.1.9 The Environment (Protection) Act, 1986;
 - 1.8.1.10 The Public Liability Insurance Act, 1991.
- 1.8.2 The last-named Act provides for public liability insurance for the purpose of providing immediate relief to persons affected by accidents occurring while handling hazardous substances and for matters connected therewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- 1.8.3 Protection of Trees: The Contractor must organize his work in such a way that the ecology of the area is not affected. The work area is located mostly in forest land. The Contractor and his men are prohibited from cutting any trees. Contractor shall provide assistance to the forest official in cutting of trees. Unauthorized felling of trees will result in legal action being taken under the relevant laws for which the Contractor shall be responsible.
- 1.8.4 Environmental Impact Assessment (EIA) and Environment Management Plan (EMP): Provision has been made in the subject contract for continuous monitoring and assessment of the impact of the project on the local ecology. For implementation of EIA Monitoring Plan, items have been included in the Bill of quantities for execution by the Contractor.
- 1.9 Safety and Environmental Protection in Tunnel Works
- 1.9.1 Tunneling being a hazardous operation, observance of safety precautions and compliance with the concerned safety codes and legal provisions are essential. The detailed provisions in this regard are detailed in the concerned Indian Standard Safety Codes, Codes of Practices and Acts of the Central Government. The Contractor shall carry out the tunneling operations with strict compliance to the provisions therein.
- 1.9.2 The various operations involved in tunneling works, such as drilling, blasting, excavating, mucking, other movements of heavy construction machinery etc. could also cause heavy damage to the environment. The damage could be to air, sub-soil water, natural streams and to flora and fauna, due to causes such as production of dust, fumes, vapors, gases, fibers, and due to noise pollution. Contractor shall ensure to take appropriate preventive measures to keep environmental damages to the minimum.
- 1.10 Indemnity by Contractor
- 1.10.1 The Contractor shall indemnify and save harmless the Railway / Employer / Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways / Employer / Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.



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Chapter – 2

General Information and Scope of work

2.0 SCOPE OF WORK**2.1 Introduction**

This work is part of 125 km new Broad Gauge (BG) railway line between Rishikesh and Karnprayag and pertains to Construction of Tunnels , Bridges and Formation Works from chainage 91+228 to 101+339 (FLS) under Package-7A in State of Uttarakhand, India.

The new Broad Gauge (BG) Railway line between Rishikesh and Karnprayag is a very important development project undertaken by Ministry of Railway. The purpose of providing Rail link between Rishikesh and Karnprayag is for facilitating easy access to pilgrimage centre situated in the state of Uttarakhand, connecting new trade centre, development of backward areas and to serve the population living in the area. The entire length of the new line falls in Garhwal Himalayan range. The proposed alignment from Rishikesh to Karnprayag lies between Longitude 78°15'E to 79°15'E and Latitude 30°05'N to 30°20'N and passes through 5 districts i.e. Dehradun, Tehri Garhwal, Garhwal, Rudraprayag and Chamoli in the state of Uttarakhand. The railway line traverses very rugged Himalayan terrain, with the alignment oriented across and sometimes sub parallel to the major thrust zones of Himalaya with complex geological conditions.

Total length of the new Single BG electrified line is 125kms and comprises of 17 tunnels, 16 Major Railway bridges and 12 new stations. National highway NH-58 connecting Ghaziabad in Uttar Pradesh to Mana in Uttarakhand runs along the proposed project meeting at important places like Shivpuri, Guller, Byasi, Kaudiyala, Lachmoli, Maletha, Srinagar, Dhari Devi, Tilani, Gholir, Gaucher and Karanprayag.

2.2 Scope of Present Tender

2.2.1 The scope of this tender comprises of following components:

- (1) Construction of Tunnels T-13 Main (Finished area approx. 45sqm.) and Parallel Escape (Finished area approx. 18 sqm.) Tunnels each (9381.00m Long from 91+259 to 100+640) part of loop lines inside tunnels In yards, with NATM Methodology.
- (2) Construction of two box culverts are involved in the Tilani Station Yard at Km 101+150, Km 101+185.
- (3) Earthwork in formation (cutting and filling) in all kinds of soils/rocks between Km 100+640 to 101+388 in Tilani Station Yard.
- (4) Slope Stabilization and Slope Protection as per site requirement.
- (5) Construction of 50m Adit at junction of Main and Escape Tunnel with Adit 7.
- (6) Construction of Final lining of Adit-7 (which is under construction by separate agency).
- (7) Construction of Niches, layby, Technical rooms connecting MT and ET.
- (8) Construction and maintenance of the access roads to Tunnel Portals and work sites.


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(9) Construction of Site office Facilities including Furnishing items for use of RVNL and Consultant.

(10) Delivery and use of web-based Project Management Information System.

(11) Any other incidental/ancillary works required for completion for work as directed by Engineer-in-charge.

2.2.2 Sallent features of the works in this tender are as under:

| S.N. | Description | Narkota Nala Bridge to Tilani Part Yard |
|------|-------------------------|---|
| 1 | Length of Section | 10.160kms (91+228 Km to 101+388 km) |
| 2 | Ruling Gradient | 1 in 80 (C) |
| 3 | Degree of curvature | 2.5 Degree Maximum |
| 4 | Major Bridges | Nil |
| 5 | Box Culvert | 02Nos. |
| 6 | Stations | Part Tilani Yard |
| 7 | No. of Junction Station | NIL |
| 8 | Level Crossings | NIL |
| 9 | Loading Standard | 25 Tonnes axle load of 2008 |

2.3 **Project Components:**

A. Formation

Earthwork in formation in embankments and cuttings, laying of a blanket layer as per RDSO guidelines. The top width of formation in embankment and cutting shall normally be 7.85m in straight and 8.00m on curves. Side slope in embankment will be 2(H):1(V) and in cutting will be as under (or as determined according to slope stability calculations):

H: V

| | |
|--------------------------------------|------|
| (i) Hard rock | ¾: 1 |
| (ii) Soft rock | ¾: 1 |
| (iii) Moorum/Hard soil/Ordinary soil | 1: 1 |

Mainly muck from underground excavation will be used in filling of embankments. Before filling of muck, ground surface with steep slopes shall be suitably benched to ensure proper compaction in layers. Segregation of huge size boulders/Rock more than 30 cm in size will be required to be done and generally not used in embankment. On top part of embankment filling, suitable sub-grade and Blanket layer shall be provided and compacted. Embankment filling and preparation upto formation will be done in accordance with RDSO Guidelines for Earthwork In Railway Projects (GE:G-1, July 2003) and RDSO Guidelines and Specification for Rationalisation of formation layer thickness on Indian Railway Track RDSO/2018/GE:IRS-0004 (D) Part-IV dated July 2019 with upto date correction slips.

B. BRIDGES

There is only Two box culverts are involved in the Tilani Station Yard at Km 101+150, Km 101+185.


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C. TUNNELS

- a) **Shape:** All Tunnels are of Horseshoe shape. Main Tunnel has finished Cross Section area of approx.45 sqm and Escape Tunnel of approx. 18 sq. Detail Design and PMC Consultant is in place and Detailed Design and Drawings will be provided by RVNL. The Tender drawings attached are only for guidance and RVNL may change the cross section, shape and size to suit actual site conditions and functional requirements. In this tunnel there is single track line. Drawings of tunnel dimensions and layout are made available in Vol-III.
- b) **Geology:** Detailed Geological, Geophysical studies and Geo-technical investigation have been carried along the proposed alignment. The area is essentially of metavolcanics quartzite with subordinate purple phyllite and basic metavolcanics rocks comprising of Nagnithank of Garhwal Group, at Tunnel T-13.
- Detailed Geotechnical Baseline report is attached in Vol III.
- c) **Methods:** Drill and Blast with Observation methodology (NATM) shall be adopted for tunnel construction through instrumentation & 3D monitoring. The Details of underground excavation and support classification is given in Sub-chapter 8 of Annexure-A (Technical Specification for Tunneling) of Work Requirements of the bid document. Excavation sequence shall be cyclic with immediate installation of support according to ground classification.
- d) **Adit Tunnels:** One separate Adit tunnel of Horseshoe shape having finished dimension of 7m carriageway (Excluding Drains) and 7m clear height are under construction upto 50m short of Junction with the Main Tunnel. Tunnel T-13 has one 680m long adit connecting at 94+445 km. Adit is being developed to support two-way traffic of Tunnel machineries for execution of this work. Drawings of adit tunnel dimensions and layout is made available in Vol-III. Sallent details of adits are as under:

| Adit No. | Length (Meters) | Start location | Chainage at Junction | Level at Junction | Approximate slope |
|----------|-----------------|---|----------------------|-------------------|-----------------------------------|
| A-7 | 680 | On NH-58 at Jawari bypass nearby Rudraprayag (640 AMSL) | 94+445.380 | 670.148 | 1:23 (Self-Draining towards exit) |

| Adit No. | Length (Meters) | FROM (UTM 44N, AMSL in m) | | | TO (UTM 44N, AMSL in m) | | |
|----------|-----------------|---------------------------|---------|-----|-------------------------|---------|---------|
| | | X | Y | Z | X | Y | Z |
| A-7 | 680 | 303887 | 3350780 | 640 | 304280 | 3350235 | 670.148 |

- e) **Main and Escape Tunnels:** The Main and Escape Tunnel are parallel with Centre to Centre distance of approx. 25m interconnected with Cross passages spaced at every approx. 350m. The profile and longitudinal sections of the tunnels is made available in Vol-III. Details of main tunnels is as under:

| Tunnel No. | Length (Meters) | From | | To | |
|------------|-----------------|------------------|--------------|------------------|--------------|
| | | Project Chainage | Level (AMSL) | Project Chainage | Level (AMSL) |
| 13 | 9381.00 | 91+259 | 693.53 | 100+640 | 708 |


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| Tunnel No. | Length (Meters) | FROM (UTM 44N, AMSL in m) | | | TO (UTM 44N, AMSL in m) | | |
|------------|-----------------|---------------------------|---------|--------|-------------------------|---------|-----|
| | | X | Y | Z | X | Y | Z |
| 13 | 9381 | 301308 | 3349248 | 693.53 | 309597 | 3353400 | 708 |

f) Access Roads to sites:

Details of access Roads for Tunnel 13 are as follows:

Portal T13P1: Portal-1 of T-13 are well connected to NH. Railway Alignment is crossing the existing NH-58 alignment at Narkota Nala location, which will require temporary NH diversion at this location. NH PWD is constructing permanent NH diversion at separate location. To start the construction work of Bridge-12, existing NH bridge (span approx. 20m with RCC abutment) shall be dismantled. Therefore, one temporary NH diversion shall be constructed to regulate the regular traffic. Temporary diversion will require suitable Hume pipe temporary bridge.

Adit-7 of T-13: Approach road of approx. length 100 m to portal of adit-6A is being constructed by the separate agency. Road shall be bituminous road.

Portal T13P2: Portal-2 of Tunnel-13 opens at Tilani Station Yard, which is just beside the NH-58. It will require constructing approx. 100 m road to enter the right of way of Railway Land.

Total length of road required be constructing and maintaining for Tunnel 13 portal-1&2 and Adit-07 will be 200m approximately.

D. Stations

There is one Stations yard, part of which is in the scope of this work.

| S.N. | Station Yards | Length (Meters) | From | | Rail Level(m) |
|------|---------------|-----------------|-------------------|--------------|---------------|
| | | | Starting Chainage | End Chainage | |
| 1 | Tilani | 1223 | 100+485 | 101+650 | 708 |

Part portion of Tilani Yard is outside Tunnels. In this part portion Cutting and Filling of existing ground will be done as per detailed Construction Drawings for Development of Yard and Station Areas.

Part portion of Tilani Yard is inside Tunnel – 13 (Portal -2) and Tunnel – 14 (Portal – 1) respectively and size of tunnels will vary depending upon number of yard tracks inside tunnel as well as depending on geological condition. Approximately 128 m of tilani yard is inside Tunnel - 13 at Portal – 2 and approximately 155 m of tilani yard is inside Tunnel – 14. However, part yard in tunnel-14 is not in this scope of work. This scope of work also includes formation work which required cutting and filling to achieve the desired formation level. Cross section area and excavation area of tunnels will be enlarged at these locations to accommodate the yard as well as turnouts also. Cross sections details of Portals shall be provided before the start of construction work activities. Tentative tunnel cross sections and yard plans are available in Vol. III.

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E. Muck Dumping Locations

Employer has already acquired land required for dumping of muck to be generated from tunnel excavation at suitable locations. All sites are located within 10km lead of the tunnel Portals. Site maps for all muck dumping grounds are shown in bid drawings in Vol. III. Brief details are as follows: -

| Ground ID | Available Muck dumping capacity | Muck Dumping Location | Suitable for | Distance (Kms) |
|------------|---------------------------------|-----------------------|---------------|------------------------------------|
| D27 (NH) | 3,52,000.00 cum. | At Narkota Village | T13-P-1 | At Tunnel-13 Portal-1 location |
| D27 (NH) | 3,52,000.00 cum. | At Narkota Village | Adit-7 Portal | At 8 km from adit portal location. |
| D-28* (NH) | 7,69,280.00 cum | Nearby Tilani Yard | T-13-P-2 | At Portal Location Only. |

*This dumping ground would be shared between T13 and T14.

Details of access Roads for Muck Dumping Zone D-27 are as follows:

Muck Dumping Yard (D-27) is located at Narkota Location. This dumping yard is accessible through NH-58. No additional approach road is required to access this dumping zone. At Adit-7 portal location, there is space for muck dumping, muck generated from this adit portal shall be dumped in this dumping yard only.

Details of access Roads for Muck Dumping Zone D-28 are as follows:

Muck Dumping Yard (D-28) is located nearby Tilani Yard station. This dumping yard is accessible through NH-58. No additional approach road is required to access this dumping zone.

F. Records

a) Photo records of construction work:

- 1) The Contractor is required to take and supply to the Engineer coloured photographs on construction activities. The digital photographs shall be taken by the Contractor of all the construction activities pertaining to the work at regular intervals as directed by the Engineer. All photos shall be provided to the Engineer in digital forms. Three sets 5" X 3" prints of each snap shall be supplied. The quantum shall involve a minimum of 300 snaps. Out of the above the Contractor shall be required to supply as directed by the Engineer, blow up size coloured prints of upto 36" X 24" size of 30 photographs. The soft copy of all the photographs taken shall also be supplied to the Engineer. The Contractor shall show extreme promptness in taking and supplying the photographs on the action of the Engineer.
- 2) The Contractor shall keep a record of the construction activities on the site(s) by having DVD/VCD. This shall be having script approved by the Engineer and shall have suitable editing, background music and with special effects so as to have a final 45 minutes to 60 minutes (or as directed by the Engineer) version of the CD giving the details of the construction activities right from the beginning to the end for construction site. Employer shall be supplied the master copy of the above documentary.


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- 3) All the cost of reels & CD, taking and recording, developing and printing extra shall be deemed to have been included in rates quoted against various items and nothing extra shall be paid for the item of work under this Clause as above.
- 4) Employer shall have full ownership and copyright of all the photographs, Video, CD and the Contractor shall indemnify Employer against any claim of any sort.
- b) Time records for all underground excavation activities: The Contractor shall depute dedicated staff on each tunnel excavation face/portal to log time for various activities in each cycle. The record shall be mutually signed by both contractor and Engineer after completion of each shift. Contractor shall digitize all time logs so generated and deliver the same on a weekly basis to the employer in soft and hard formats (Signed).
- 2.4 The contemplated works as a part of this tender consists of --**
- (a) Construction of Main Tunnel, Escape Tunnel and Adit Tunnels and other associated structures including construction of permanent lining, portals etc as per approved drawings.
- (b) Muck dumping site management,
- (c) Construction of Minor Bridges/Box Culvert & ROB.
- (d) Providing and maintaining office accommodation and vehicles for use of Employer and their Assistants and Staff.
- (e) Survey for fixing the working alignment and establishment of working bench marks for works.
- (f) Earth Work in formation in banks with suitable filling / blanketing material.
- (g) Protection and Drainage works for all bridges and open area in cutting and filling.
- (h) Setting of batching plant for production of controlled concrete.
- (i) Setting out alignments and levels and marking of locations for works.
- (j) Making and supply of 'As Built' drawings of all the assets created.
- (k) Construction and Maintenance of the approach roads to the works.
- (l) Providing all temporary ventilation, lighting, pumping of water etc during construction in tunnels
- (m) Developing web-based Project Management Information System
- (n) Provision and maintenance of quality control laboratory at site near office accommodation.
- (o) Environment and pollution management works including monitoring.

2.5 The Nature of work:

The works to be executed is mainly civil works pertaining to construction of tunnels, bridges, formations and associated works.


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2.6 Some Special stipulations/features:

Civil Work

- 2.6.1 While planning for the work of transportation of Tunnel/bridge construction materials to the site., the finished formation of earth work in banks and cuttings with or without blanket layer should not be generally used for plying of trucks or other vehicles used for transportation. This restriction has specially been imposed to save the top surface of the formed formation from forming pits and ruts, which later are likely to accumulate water and pose problems for maintenance.
- 2.6.2 The mechanical means required to meet the stipulations mentioned in the above sub Para should be arranged by the Contractor.
- 2.6.3 Railway land, if available and spareable, shall be provided for the purpose of stacking of material and setting up of concrete batching plant, etc. However, the Contractor shall be responsible for arranging any such requirement of land and arranging/developing any required approach to site of work, etc. at his own cost.
- 2.6.4 The Contractor shall be required to mobilize resources for taking up work at a number of locations simultaneously. A tentative scheduling of major activities is given in Form MET-3 of Section-4 Bidding Forms. The planning of resources has to be done to meet these requirements.
- 2.6.5 If suitable/preferred type of soil for embankment is not available in close proximity of the proposed new line, then the bidder may ascertain availability and lead/lift involved before quoting his rates.

Track Laying & Linking

- 2.6.6 No track linking works are contemplated through subject work.

S & T Work

- 2.6.7 No S & T works are contemplated through subject work. However, making provision and installation of fixtures as per approved drawings and civil works related to S & T Works will be in scope of subject work.

OHE work

- 2.6.8 No OHE & General Electrification works are contemplated through subject work. However, making provision and installation of fixtures and civil works related to OHE/E&M/General Electric and other systems will be in scope of subject work.

2.7 Codes & Specifications

2.7.1 General

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards, which ensure an equal or higher quality than the standards, and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the



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standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the documents.

All goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

- (a) The specifications mentioned in these specifications shall be prime governing.
- (b) Where there is conflict between provision in IRS & IS specifications, provisions in IRS specifications shall prevail.
- (c) Where there is no provision of specifications in IRS, provisions in IS specifications should be adopted. Where there are no provisions in IRS and IS Specifications, provisions in IRC Specifications should be followed.
- (d) For items not covered in IRS/IS/IRC specifications, BS-5400 Part 1 to 10 may also be considered.
- (e) Where applicable CEB/FIP recommendations and codes of practices shall be used if specific recommendation does not exist in IRS/IRC/BS specifications.
- (f) The decision of Engineer shall be final and binding in the interpretation of the clause of the codes of practice and specifications of this tender and no claim whatsoever shall be entertained on this account from the Contractor.

2.8 Survey and fixing working Benchmarks and alignment markers.

2.8.1 The work of conducting survey and fixing benchmarks and alignment markers before the start of any work on this tender is included in the scope of works covered by the present Tender.

2.9 Benchmarks and Alignment Marker:

2.9.1 All along the length of the proposed New Line benchmarks have been set up by the Employer at intervals of about 5 kilometers. The details of these benchmarks along with their reduced levels have been marked on the design drawings indicating the plan and 'L' section which form a part of the tender. The contractor along with the Engineer should verify the details of these benchmarks in the first instance, soon after taking possession of the site. If any mistakes are detected in these details of these bench marks the same should be indicated to the Engineer. The mistakes detected should be corrected in consultation with the Engineer. These corrections should be got approved by the Engineer before starting of any other work.

2.9.2 The contractor shall then in presence of the Engineer establish working benchmarks at short intervals, adequately connecting them to the reference benchmarks set up by the Employer in the Project length. The working benchmark levels should be got approved from the Engineer. An up to date record of all benchmarks including approved corrections if any, shall be maintained by the contractor and also the Engineer.

2.9.3 All levels taken for making out the longitudinal section and cross section should be related only to these working benchmarks.

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- 2.9.4 While doing the above-mentioned work, the fact that similar work will have to be done once again on the completed earth work in formation, Tunnels and Bridges for fixing up the longitudinal levels of the Installed P. Way should be kept in view.
- 2.9.5 After the formation and bridges have been constructed, the centre line of alignment of both in Block Sections at either end should be refixed taking guidance from already set up alignment references. Similarly, the rail levels of track both in the block sections and the yards should also be fixed with reference markers. These will be used for installation of track by another agency.
- 2.9.6 Before start of any construction work at site, the contractor shall mark on ground with permanent pillars the alignment of the Station yards in presence of the Engineer. The markings shall also be checked by team of contractor and engineer of adjoining package. Employer will allow start of work after mutual agreement of contractor and engineer of both adjoining packages concerned to a particular yard.
- 2.10 **DELETED**
- 2.11 **Responsibility for establishing and maintaining working benchmarks and alignment markers**
- 2.11.1 The Engineer when necessary will provide the contractor with the data necessary for setting out of the centerline. All dimensions and levels shown on the drawing or mentioned in the documents forming part of or issued under the contract shall be verified by the contractor on the site; he shall immediately inform the Engineer of any apparent errors or discrepancies **noticed in such dimensions or levels. In consultation with the Engineer, the noticed mistakes** should be corrected. These corrections should have the approval of the Engineer.
- 2.11.2 The contractor will be entirely responsible for accurate setting out of the works and safeguarding all survey monuments, benchmarks, alignment references etc. The work of setting out shall be deemed to be a part of the general works preparatory to the execution of work and no separate payment shall be made for the same.
- 2.11.3 The above-mentioned points have been repeated in the respective sections dealing with specifications for different works for laying emphasis on these items.
- 2.12 Deleted
- 2.13 **Damages to property:**
- The contractor shall organize all his activities so as not to cause any damage to the property of Railway or that of other agencies or any third party. In spite of taking all precautions, in the unfortunate event of any damage to the property, then the contractor shall not only indemnify the Employer of the claims made by the affected parties but also settle the matters with the affected parties as per law. If the nature of damage is one of that affecting the road traffic movements or causing a safety hazard to the public, then the situation will be treated as an emergency and the Engineer reserves the right to take all necessary steps as deemed necessary to restore train operations or to remove the hazardous situation or to mitigate the damage, at the risk and cost of the contractor.
- 2.14 **Tentative scheduling of major works:**
- Completion period of Work has been divided into one Section as defined in the Section 7A: Contract Data. The Milestones and their Key Dates for each Section are given in the Table Below along with respective sub activities. The contractor during submission of bid or subsequently during execution shall adhere to the Milestones and their Key Dates defined in


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Table below. The contractor shall mobilize adequate resources to meet these milestone and completion periods of the Section.

Abbreviations:

T13 = Tunnel 13 A7= Adit-7 P1 = Portal 1 MT = Main Tunnel EM = Electromechanical contractor.
 P2 = Portal 2 ET = Escape Tunnel
 KD= Sub ML= P=Portal BLT = Ballastless contractor.
 Activilles Milestone

| SECTION: 1 (Completion Period 54 Months) | | | | | |
|--|--|--|------------|-----------------|--|
| Activity ID | Stage | Key Dates (Month ending from date of commencement) | Length (m) | Period (Months) | |
| ML01 | Excavation for Tunnel 13 | 43 | 9381 | | |
| | Excavation from T13P1 | | | | |
| KD01-A | Slope stabilization and T13P1 completed and ET excavation begins from T13P1 towards A7 | 5 | | | |
| KD01-B | Slope stabilization and T13P1 completed and MT excavation from T13P1 towards A7 begins | 6 | | | |
| KD01-C | Breakthrough in ET from T13P1 direction | 23 | | | |
| KD01-D | Breakthrough in MT from T13P1 direction | 17 | | | |
| | Excavation from A7 | | | | |
| KD01-E | ET excavation begins from A7 towards T13P2 | 6 | | | |
| KD01-F | MT excavation begins from A7 towards T13P2 | 7 | | | |
| KD01-G | Breakthrough in ET towards T13P2 direction | 23 | | | |
| KD01-H | Breakthrough in MT towards T13P2 direction | 35 | | | |
| | Excavation from T13P2 | | | | |
| KD01-I | Slope stabilization and T13P2 completed and ET excavation begins from T13P2 towards A7 | 6 | | | |
| KD01-J | Slope stabilization and T13P2 completed and MT excavation from T3P2 towards A7 begins | 7 | | | |
| KD01-K | Breakthrough in ET from T13P2 direction | 24 | | | |
| KD01-L | Breakthrough in ET from T13P2 direction | 36 | | | |
| ML02 | Final Lining of Tunnel-13 and Adit-7 | 54 | 9381 | | |
| KD02-A | MT and ET lining complete | 50 | | | |
| KD02-B | MT and ET invert structure complete | 52 | | | |
| KD02-C | Handing over of MT to BLT | 53 | | | |
| KD02-D | Handing over of ET and Technical rooms to EM | 54 | | | |
| KD02-E | Adit 7 Lining and under-structure complete | 55 | | | |
| ML03 | Completion of Embankment upto Formation Level including slope stabilisation | 18 | | | |
| KD04 | From Km 101+640 to Km 101+388 | 18 | | | |

(Note: The key dates define the ending of activity (unless explicitly defined in description of the activity).

The monthly advance rates at maximum foreseen excavation drive lengths from any Tunnel portal according to tentative work's programme are as given below: -


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| Average Advance Rates required for tentative work's schedule | | |
|--|-----------------------------|-----|
| Support Class | Monthly advance (in meters) | |
| | MT | ET |
| B1 | 250 | 390 |
| B2 | 162 | 235 |
| C1 | 143 | 214 |
| C2 | 70 | 112 |
| C3 | 40 | 66 |
| P | 32 | 43 |

The above time presents the required monthly advance considering all support measures required to be installed according to tunnel drawings. The monthly rates also include scheduled rests of 2 days per month. Above scheduling has been prepared considering two shifts in a day. The advance rates for 2 line and 3-line section are assumed after applying reducing factor of 2 and 3 to MT advance rates.

2.15 Survey Equipment

All survey shall be done with DGPS/Total Stations and high precision Auto levels. Inside tunnels, Tunnel cross section shall be measured with Tunnel laser profiler. The contractor should provide adequate number of survey equipment and other accessories as per the instructions of the Engineer as and when required. He should also provide all necessary help as required by the Engineer for checking the works, whenever required. He must also arrange for periodical calibrations. If he fails to do so within prescribed time, the equipment may be purchased by RVNL and cost recovered from Running bills. At regular interval (once every Kilometre of Tunnel) he shall get the tunnel alignment cross checked using precision equipment with gyro feature for which nothing extra shall be paid and deemed to be included in the quoted rates of BOQ.

2.16 Deleted.

2.17 Specific Aspects of the project

- Entire works are located in Rudraprayag districts in the state of Uttarakhand in vicinity of National highway 58. NH58 has been recently upgraded and widened to accommodate high traffic volume. The work area is in close vicinity to tourist attraction spots and care to environment is of paramount importance.
- The portals of Tunnel T-13 are located between Narkota Nala and tilani yard respectively. Adit 7 portals is located on National Highway 58 at Jawari bypass nearby Rudraprayag, between Narkota Nala and tilani yard. The chainage of tunnel works starts at km91+259 at tunnel portal-1 of Tunnel-13 and ends at km100+640.
- The area falls in seismic zone-IV of Indian standard seismic zoning map of the country. Climatic conditions from tropical to the sub-polar type prevail in the region. The area is influenced by the south-west monsoon. The monsoon commences early July and continues up to early September. Three months viz. April, May and June are the hottest months with average temperature of



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28° C and highest temperature touching 40° C. December, January, February are the coldest months with average temperature of 13° C and minimum temperature touching 2-3° C. As per annual 5 years (2009 to 2013) average rainfall, as sourced from IMD, downpour in Dehradun is 1693 mm, Chamoli is 1102mm, Pauri Garhwal is 1068mm and Tehri Garhwal is 846 mm. High relative humidity occurs during the monsoon season and the maximum relative humidity is observed during July and August (95.5-99.2%).

- d) Vehicles carrying material and machinery for construction of works will pass through Rishikesh, which has severe capacity constraints and will become a bottleneck when entire project is in full swing. Traffic movement may be restricted during daytime through Rishikesh city.
- e) Every year during the months of June to August, heavy tourist rush is observed. During monsoon period, every year from July to September, traffic movement gets restricted due to temporary blockage of NH-58 on account of landslides. Therefore, contractors are advised to maintain higher reserves of critical materials during this period.
- f) Mining of aggregates from river beds is banned every year generally around 1st July to 1st September in entire state of Uttarakhand. Contractor shall maintain and evidence buffer stock for all types of aggregates required in works for these 3 months every year on 15th June as per contractor's work program.

2.18 Other Provision:

2.18.1 Land:

- a) Employer has acquired land required for construction of permanent works and Muck dumping zones. Necessary forest clearances and possession of entire land (Government, forest and Private) has been obtained. Contractor will be made available entire acquired land for construction of permanent works. All acquired area are shown in drawings included Vol. III.
- b) Land made available to contractor is to be concurrently used for dumping of muck from open or underground excavations and is therefore limited. Any additional land required by contractor for sitting labour camps, site offices and workshop/laboratory etc. at work site shall be arranged by Contractor/s at his/their own cost and the contractor shall have no claim on this account.
- c) Acquired land at Tunnel T-13,P-1 is limited and can't be used for material storage or for major site installation or parking huge number of Tunneling equipments. Acquired land at tunnel portal-2 at tilani yard is also limited. Whole tilani yard is in cutting to get desired formation level and land is required to be developed by cutting and slope stabilization. Contractor is advised to visit site and explore the possibility of land for major site installation and parking of heavy vehicle nearby portals locations. Land if available at railway land will be made available to the contractor for establishment of site installations as per time for access to site given in Contract Data (GCC 2.1).
- d) Contractor should factor in above mentioned limitations while programming his work during bid submission and subsequently also during execution. No


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claim on account of non-availability of adequate land for installation of site facilities will be entertained during execution of works.

e) Precautions to be taken while working near the forest Area:

- (i) No labour camps should be established in Forest Land outside right of way.
- (ii) Alternative fuel other than firewood should be provided by Contractor to his labour engaged during construction.
- (iii) It should be ensured that no damage is caused to wildlife.
- (iv) Forest land shall not be used for any other purposed other than authorized.
- (v) No tress shall be cut anywhere without proper authority.
- (vi) No littering or throwing garbage should be done in forest area.
- (vii) If any unauthorized persons are noticed, the same may be informed to the concerned authority.
- (viii) During embankment, the roots if any uprooted should be stacked and handed over to the forest dept.
- (ix) All the labour should be counselled about the precautions to be taken while working in forest land.

2.18.2 Water supply

Water for drinking and for the construction of works may be scarce in the project area. The Contractor shall make reliable arrangements for suitable water supply at his own cost.

2.18.3 Treatment of Tunnel effluents

The water collected at portals of Main Tunnel, Escape tunnel or Adits must be treated before discharge into the river/stream in accordance with Environmental regulations and norms of State pollution control board etc. The available areas for positioning water treatment tanks is limited at the portal-1&2 of Tunnel-13 & Adit-7. For this reason, the Contractor shall also realize small tanks at portal areas and appropriate pumping system (chosen by the contractor and approved by the Engineer) in order to transfer the water to the water treatment tanks that will be placed at suitable areas. Nothing extra shall be paid for construction of these temporary treatment plants or for pumping of Tunnel effluents from Tunnel portals to such plants.

2.18.4 Power supply

The Contractor shall make his own arrangements for all electric power supply requirements for the work at his own cost and the rates quoted shall deemed to include the cost of providing such electric supply arrangements required for the works and offices/accommodations etc. All diesel generating sets shall conform to environmental norms and related noise and emission reduction according to local pollution board norms.

Whenever excavation proceeds more than 2 kms from any portal then contractor will be required to install booster ventilation fans to enhance ventilation capacity and install LT lines to reduce transmission loss over long lengths if other methods are not effective, for which nothing extra shall be paid.

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2.18.5 Material Stocks:

- a) Contractor is required to maintain and stock not less than one-month buffer stock of critical materials like all types of aggregates, cements, Rock bolts, Rebars, Steel sections etc which are critical to tunneling activity. The **critical levels** of buffer stocks shall be decided by the Engineer according to work's program submitted by contractor. Over and above this minimum buffer stock, adequate working stock shall be maintained at site for smooth execution of works.
- b) The contractor shall inform the Engineer the expected lead times for all materials required for permanent works to arrive at site from the placement of purchase order.
- c) Contractor will maintain and inform to the engineer, stock levels of critical materials available at site on a weekly basis and evidence the placement of purchase order at direction of engineer, as soon as buffer stock at site falls below required critical levels.
- d) **For imported materials and equipment:** The contractor shall inform the Engineer the list of all imported materials and equipment being procured by him, before placing such purchase orders.
- e) Conditions of this clause shall not be applicable when the work is towards closure.

2.18.6 Access Roads:

- a) The Contractor has to construct and maintain all access roads for access to Tunnel/Adit portals/Bridges or muck dumping grounds, which may require up-gradation, strengthening, execution of protection works. Upon completion of work, part of developed access roads which will become part of permanent works may require finishing with black topping and reinstated in good road-worthy-condition with proper drainage, cross drainage, protection works & parapet wall including proper road sign etc wherever required/directed by the Engineer. Land for construction of all access roads has been acquired by Employer. Contractor is obliged to construct these roads through the Right of way only. Detail diagram is available in the Bid document in Vol.III.
- b) **Scope of works for maintenance:**
 - (i) Contractor should maintain the existing and newly constructed access roads as required above, including pot holes filling, regularly grading with grader in required profile, watering, rolling, compacting, maintaining the grade and profile of the roads with contractor's labour, tools, plants, material, all lead and lift, loading, unloading, transportation of materials, complete as per directions of Engineer-in-charge for smooth movement of Inspection vehicles and also construction equipment & heavily loaded trucks and trailers carrying equipment and materials.
 - (ii) Regular sprinkling of water by mechanical means to ensure dust free, movement of vehicles to meet the requirement of safety & environmental norms shall be the responsibility of Tunnel Contractor.
 - (iii) Maintenance and cleaning of roadside drains is also covered in the scope of Tunnel contractor at their own cost.


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(iv) Apart from any urgent maintenance of road surface, scheduled maintenance will be done atleast twice every month and witnessed by Engineer.

c) **Payment of constructing and maintaining access roads:**

Contractor shall be paid separately as per relevant item of BOQ for construction and maintenance of all access roads required to be developed for access to Tunnel/Adit portals/Bridges or muck dumping grounds till completion of works.

Contractor shall be responsible for construction and maintenance of any other internal or access roads apart from the access roads specifically defined in Chapter 2 of Section:5 Works Requirement(Clause 2.3 C(f) &2.3(E)), for which nothing extra shall be payable to contractor.

2.18.7 Functional requirements:

- a) For Tunnel No.-12, excavation shall be done concurrently atleast from Portal 1 direction and in one directions from Adit A6A Junction and from Portal 2.
- b) In addition to other special conditions and specifications, the minimum functional requirements to meet the schedule are:-
- (i) The proposed selection of Equipment, like tunneling excavators, loaders etc shall meet the required high-performance rates. Proven machine types and models with rock cutting/handling capacity as per the tunnel cross section and drive lengths only shall be deployed.
 - (ii) Considering the requirement of high progress and shorter cycle time, special tunnelling excavators are considered essential. These shall be equipped with quick-change devices for fast switch over of various attachments i.e ripping bucket, normal bucket, rock breaker and working platform etc.
 - (iii) Properly designed transportation logistics for heavy requirements of muck removal, feeding of lattice girders, shotcrete, concrete and other construction material at tunnel excavation and lining locations.
 - (iv) Movements of heavy excavation equipment, boomer, shotcrete robots etc. as a part of overall logistics.
 - (v) In weak geology, Excavation of cross passages shall not be done without approval of Engineer and till ground movement stabilises. All cross passages and Niches required to be constructed are detailed in Tunnel Schematic plan attached as tender drawings. Actual location may vary depending upon ground conditions. Any additional niche required for logistics may be constructed at appropriate locations approved by the Engineer. These will be paid over and above prescribed scope of work under relevant items of BOQ according to class of support installation and numbers of such niches will be mutually decided in agreement with the Engineer. However, the contractor shall have no claim upon rejection of his request.
 - (vi) Lining work along Main Tunnel has to be carried out concurrently with excavation of Main Tunnel and finished as per the milestones mentioned above. Proper logistics for enabling these activities like properly designed formwork and movable gantry permitting vehicular movement, Invert


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Bridge etc will be required. Contractor shall prepare and submit design and drawings of Movable gantry for final lining works to engineer for approval.

- (vii) Cross passages and Escape Tunnel may be preferably kept unlined until excavation works of Main tunnel are completed, to enable movement of vehicles from Main Tunnel to Escape Tunnel and vice versa as Main Tunnel may have access restriction during execution of Lining or other works.
- (viii) Ventilation ducts may require shifting through cross passage to escape tunnel and vice versa in the portion of Main Tunnel due to space restriction during execution of Lining or other works.

2.18.8 Project Management Information System (PMIS)

The Contractor shall be required to develop, deliver and use a web-based GIS and real-time Data Management Project Platform. The cost of this is deemed to be included in quoted rates in BOQ. The web-based GIS and real-time Data Management Project Platform shall be tailored to cover the following aspects of construction progress at site at Contractor's cost:

- Cloud-based DMS (Document Management System) for uploading and sharing all kind of documents, deliverables, photos and videos
 - GIS (Geographic Information System) platform to present online and georeferenced the main performed works and all collected information
 - Day-by-day information flow
 - Drawing management (incl. approval workflow and versioning)
 - Correspondence management of Contractor/Engineer/Owner
 - Schedule controlling, including the time-location diagram covering all project works (with comparison of planned vs. real)
 - Cost controlling (BOQ item wise)
 - Progress of works, quantities & performances (as-built data management)
 - QA/QC reporting, including Non Conformities Report
 - Instrumentation / 3D Monitoring data management
 - Geological and investigation data management
 - Excavation data management
 - Advanced site data processing facilities
 - Interface and deliverables organized according to the WBS of the package
 - Any other deliverable as desired by the Engineer
- a) The Project Platform must provide integrated processing, numerical and graphical representation features for all data mentioned above.
- b) The Contractor shall include in his cost, the cost of such software (i.e., One-time fee for providing RVNL Project Platform which includes licenses, implementation, installation, setup, training courses and Annual fee for use, maintenance and support of the RVNL Project Platform during Contract duration) able to handle 50 online users (for Client, Consultants, Site Supervisors, Geologists and other project stakeholders), and the cost of all related hardware and services.
- c) The Contractor shall be required to deliver Project Platform within 3 months from the date of issue of LOA. The Contractor shall give certificate from the Owner of the project for the

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such software platform having being used or presently in use in tunnel construction projects successfully.

- d) The Contractor shall also include the cost of a Project Platform Coordinator (graduate with 5-year experience in handling IT software), who will coordinate the use and operation of the Platform and fulfill the deadline of providing the data required by the Client on a regular basis. The primary information input shall be provided by tunnel engineer / surveyors / supervisors / foremen / geologist / etc of the Contractor under the coordination of the Project Platform Coordinator. On behalf of the Employer there will be a General Coordinator for all THE Contracts if required.

The contractor of different tunnel packages may propose different web-based GIS and real-time Data management project platform. However, the platform should have capability for comprehensive use for individual package as well as for entire project. Server shall be maintained at Rishikesh or in Delhi/NCR. Each contractor will have to purchase and install all necessary licenses of the web-based GIS and real-time Data management project platform and will tailor it to suit the above scheduling, monitoring and reporting requirements. All data and deliverables will be uploaded onto the RVNL Project Platform in timely manner in agreement with and as per direction of General Coordinator/RVNL and thus make available data online to every authorized user.


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ANNEXURE R-4

Package 7B

Annexure G

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Muck Dumping Areas

A&C-1

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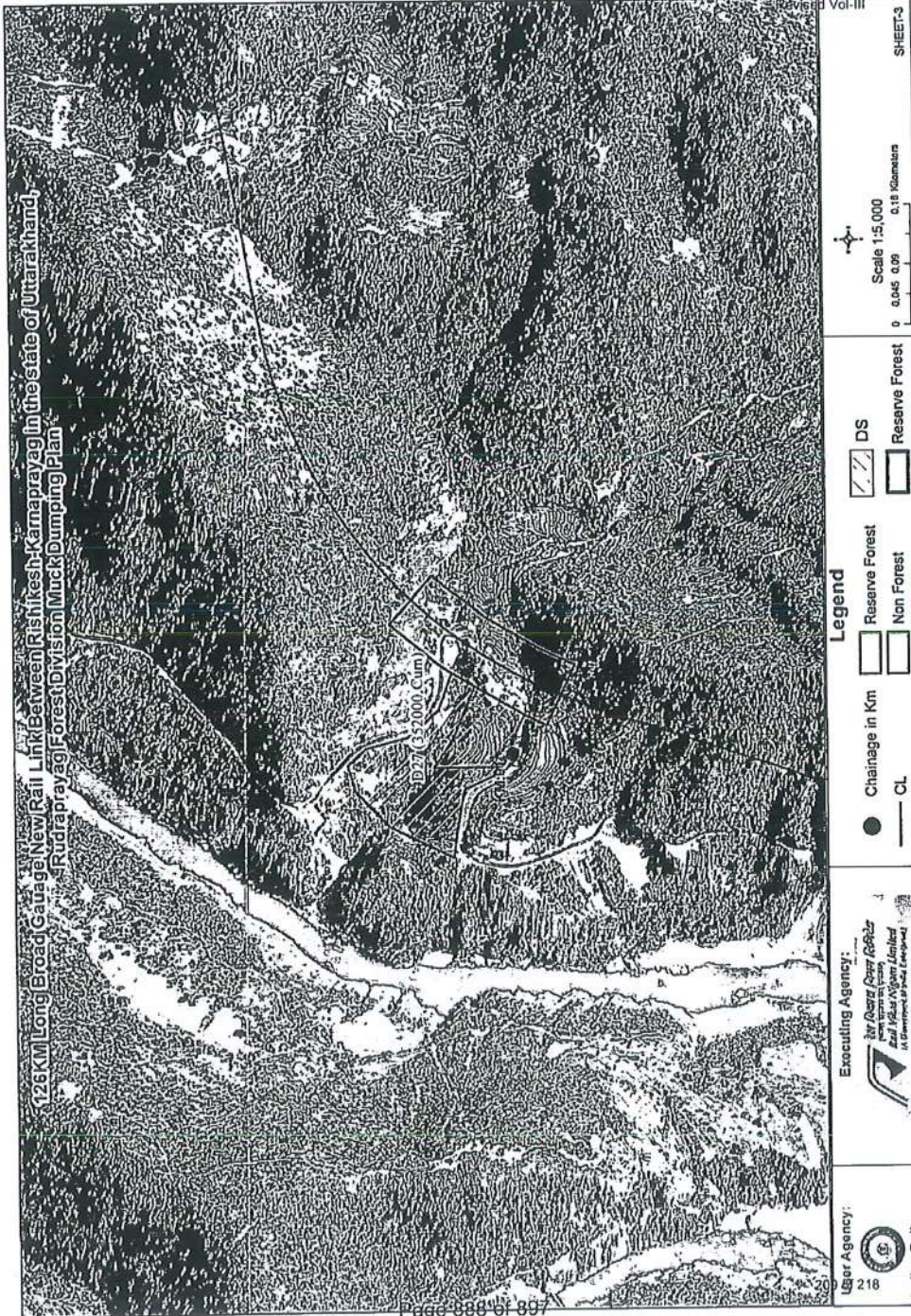
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Annexure 5.3



Scale 1:5,000
0 0.645 0.69 0.18 Kilometers

Vol-III
SHEET-3

Legend

- Chainage in Km
- CL
- DS
- Reserve Forest
- Non Forest
- Reserve Forest

Executing Agency:

 Rail Vikas Nigam Limited
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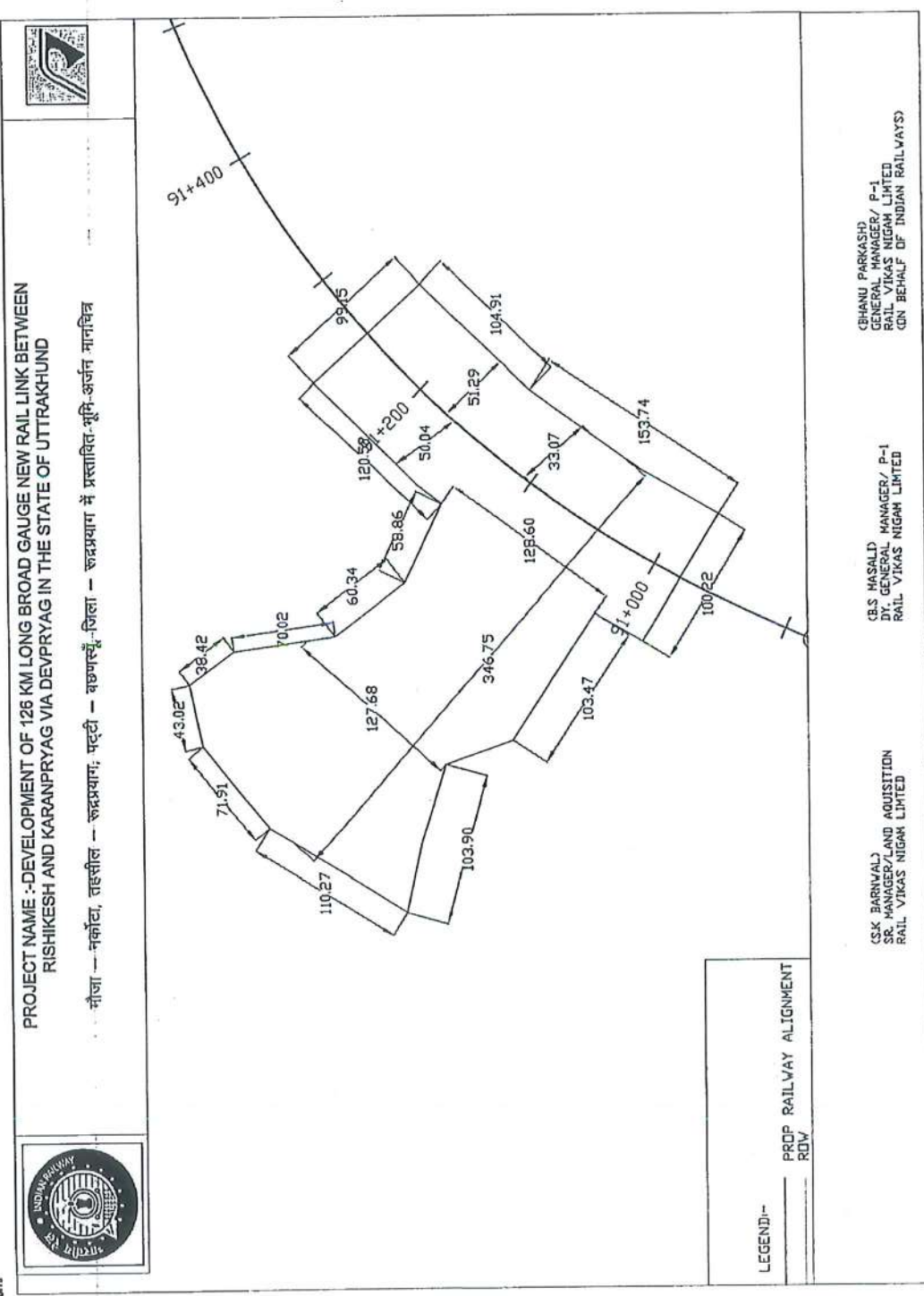
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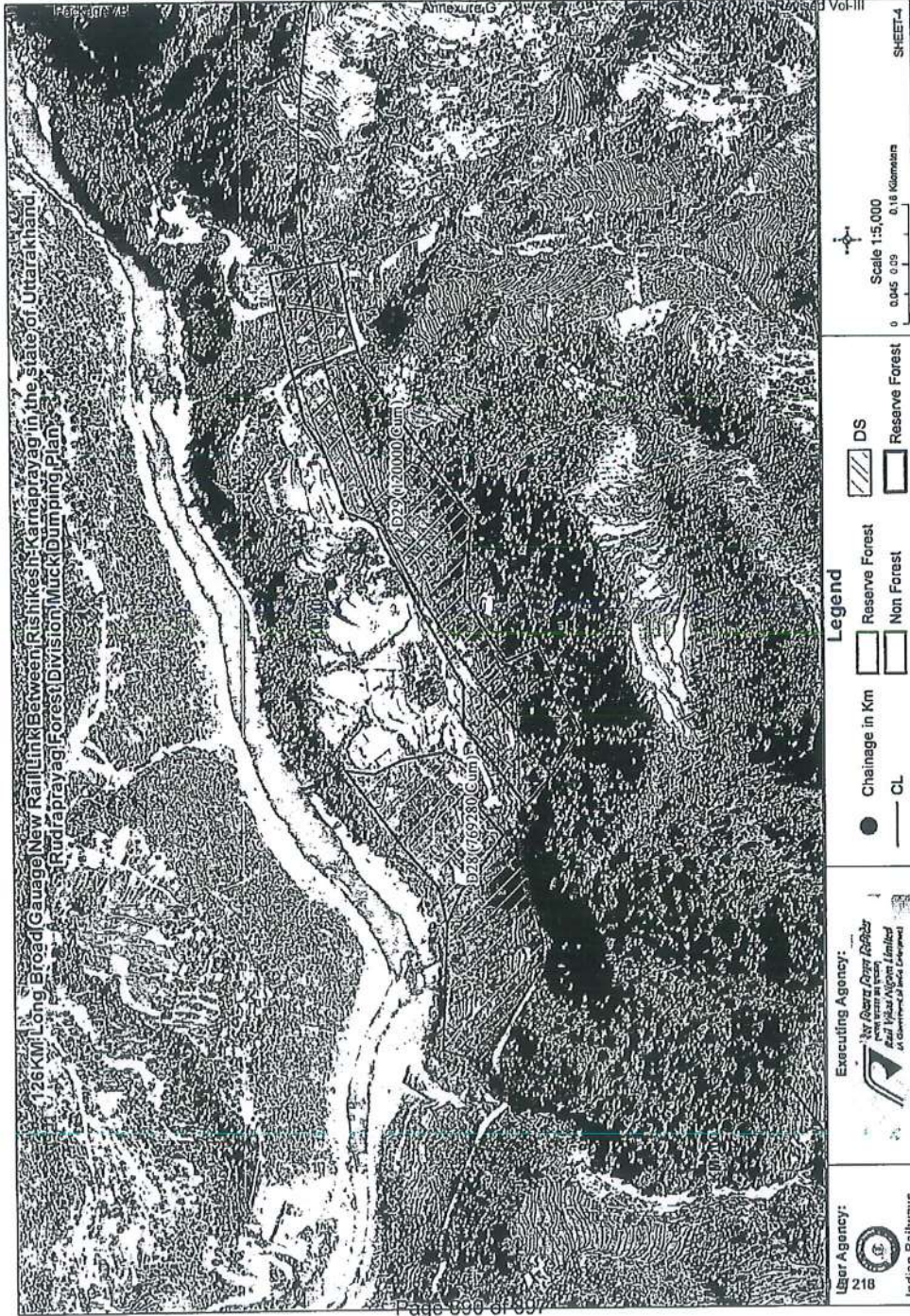
अजय कुमार/Ajay Kumar
 अजर महानियंत्रक (परि०-२)/ ऋषिकेश-कर्नाप्रयाग प्रोजेक्ट
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Annexure 5.3



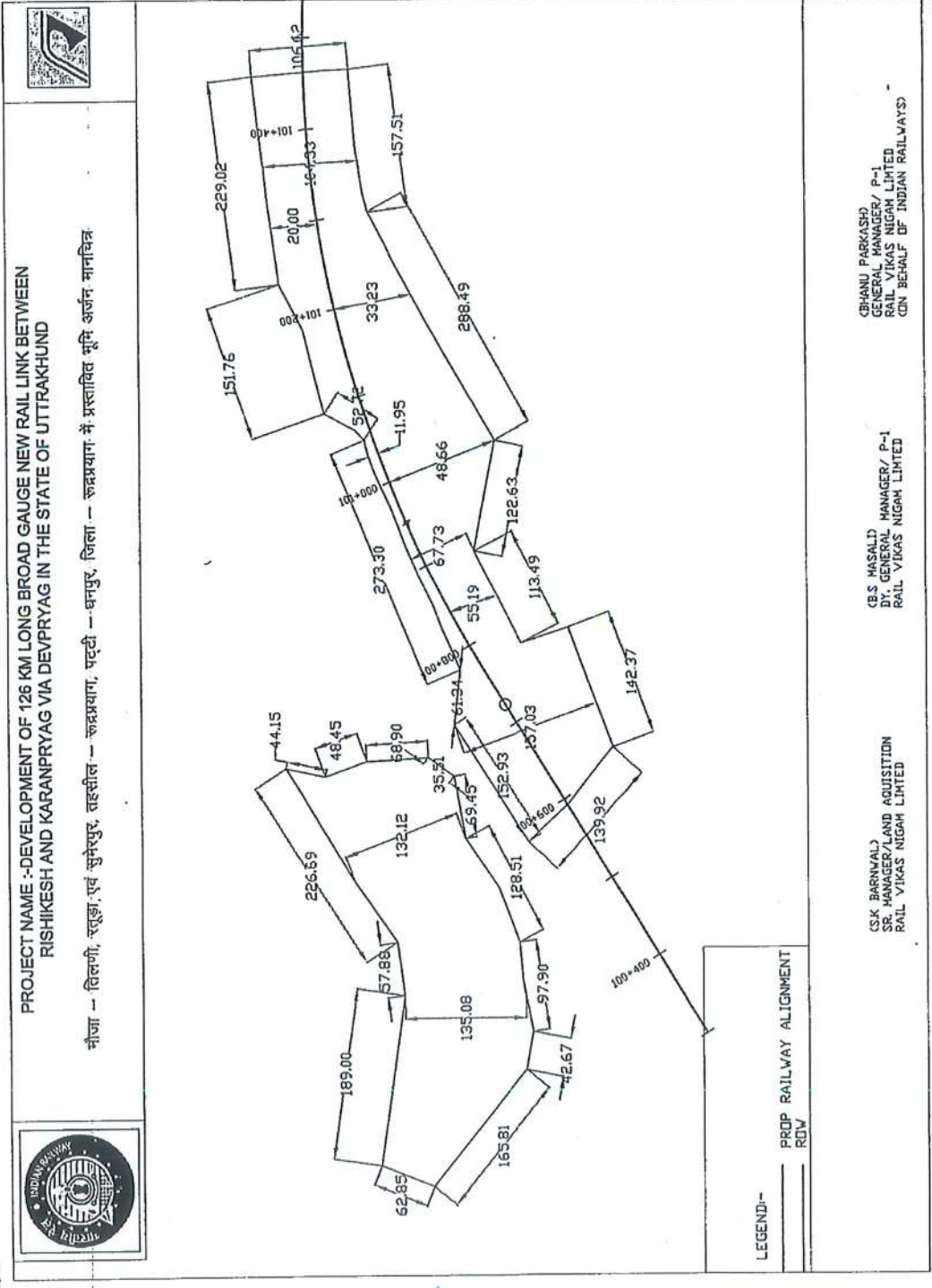
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Annexure D

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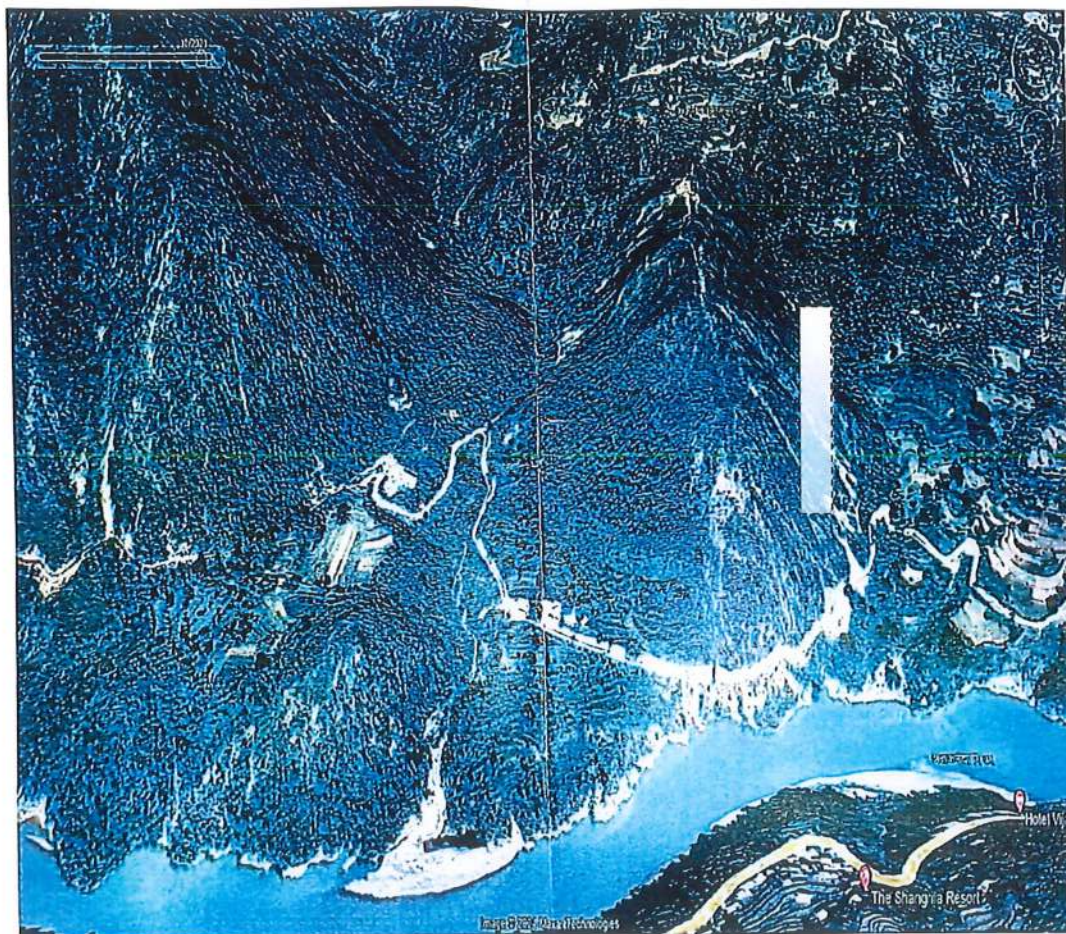


(Signature)
अजय कुमार / Ajay Kumar
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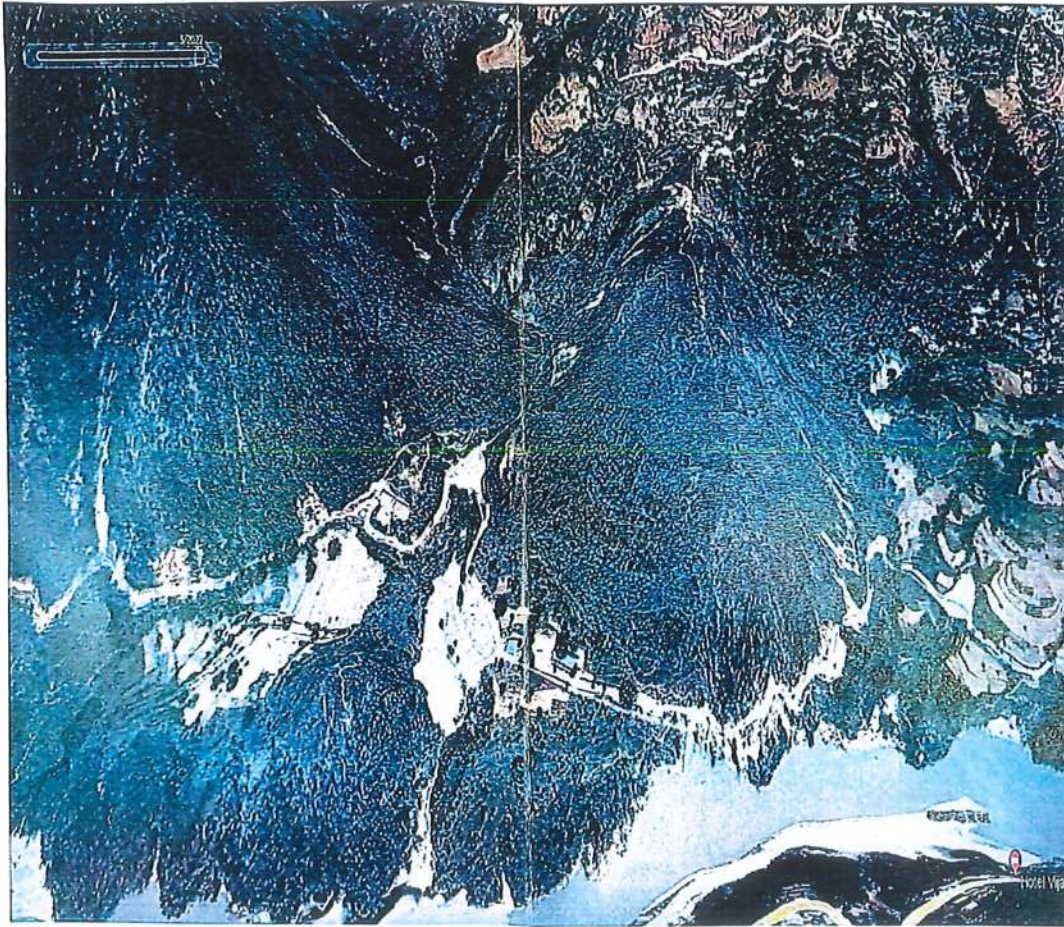
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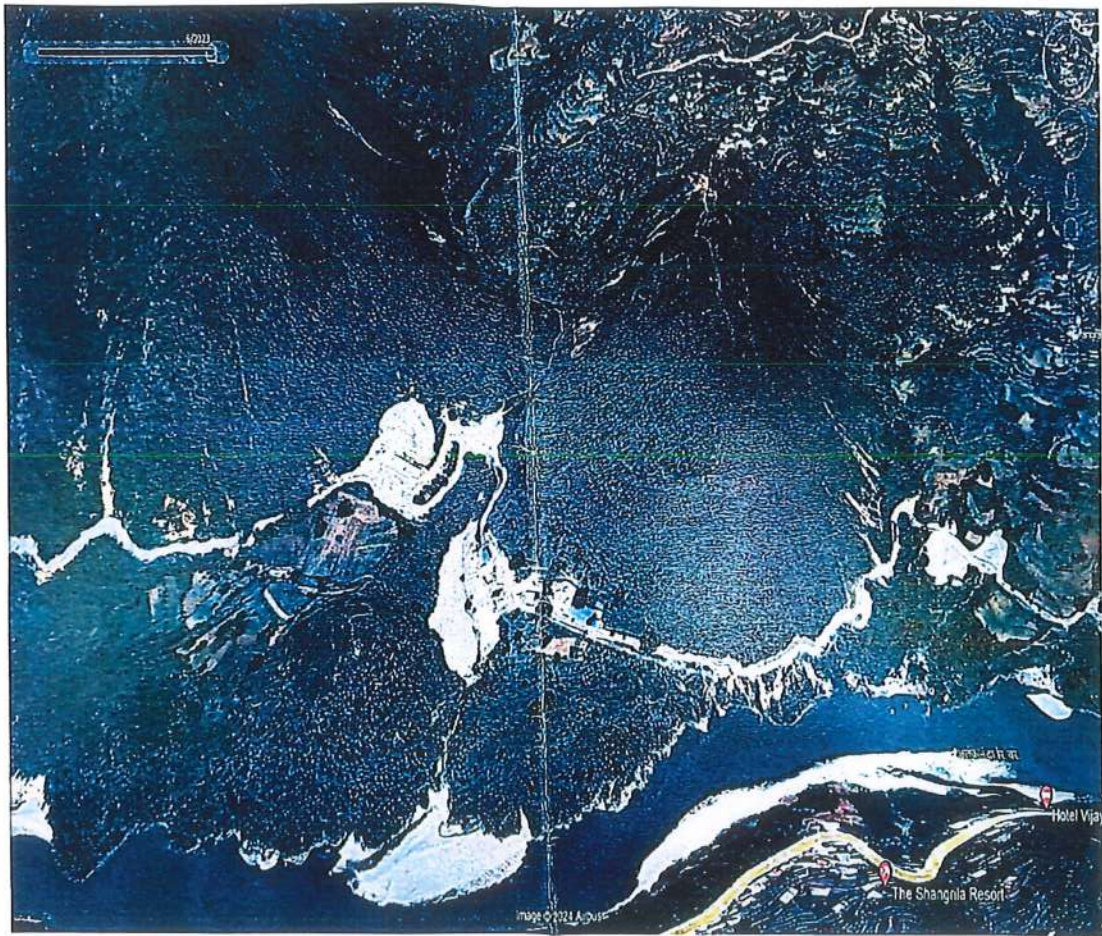
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 अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
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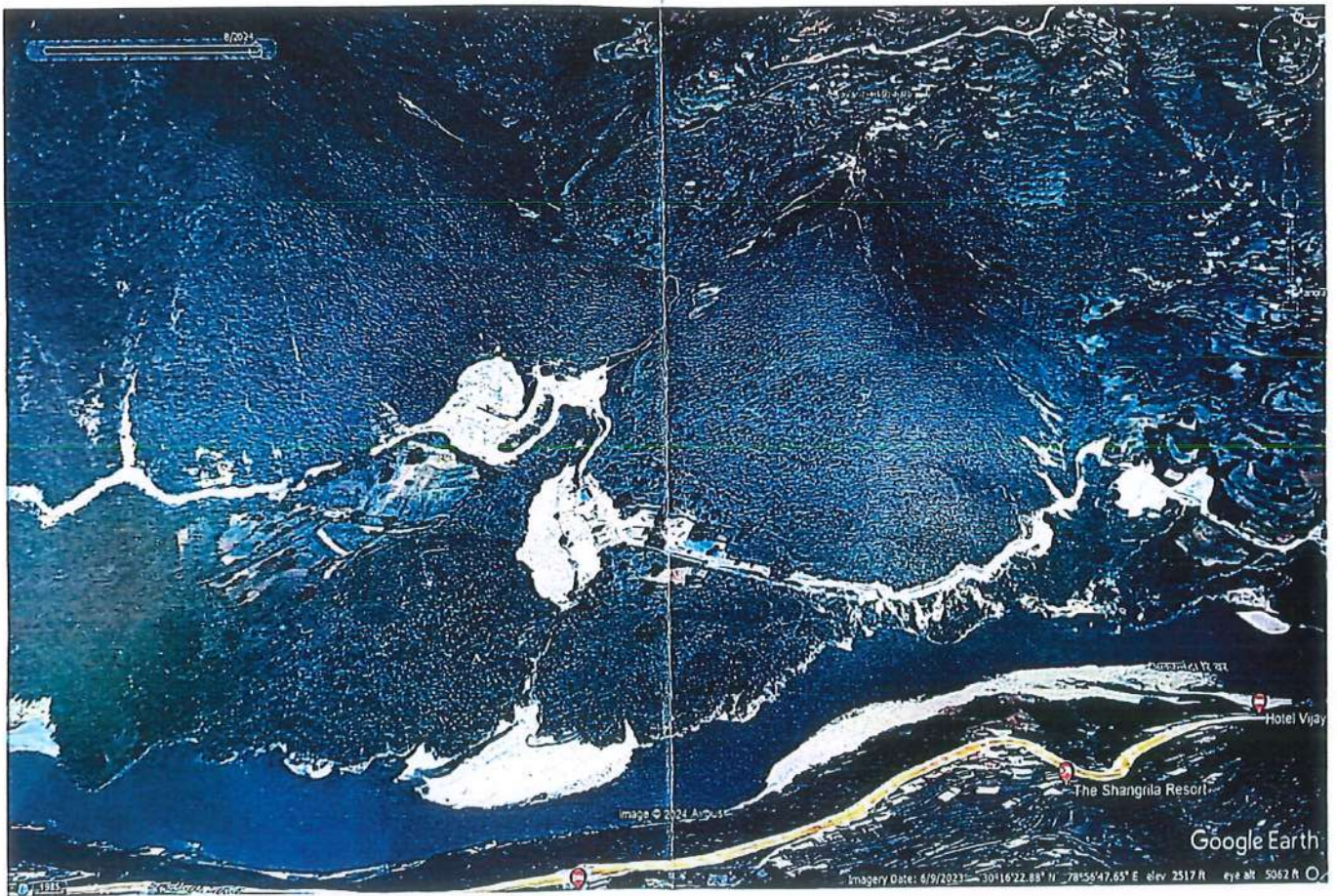

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Chapter – 7

7.0 BID DRAWINGS

7.1 Following drawings, reports and information etc are available in Volume III of the Bid Document

- (i) Alignment and Longitudinal Section
- (ii) Geotechnical Baseline Report
- (iii) Borehole Data (Available in RVNL office for reference)
- (iv) Tunnel Portals and other Underground structures.
- (v) Approach roads.
- (vi) Adit 7
- (vii) Muck Dumping Areas
- (viii) Station Yard Plan

7.2 The information contained in the tender drawings given in Vol-III are indicative and for guidance only. The contractor shall execute the works as per the approved construction drawings and specifications or as approved by the Engineer.

**अजय कुमार / Ajay Kumar**

अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट

A G M (Project-2)/Rishikesh-Karnaprayag Project

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facilities. Facilities for washing clothes shall also be provided and linked to the sewerage system.

- iv. Sanitation, sewerage system and contaminated water from the tunnel excavation shall meet all environment guidelines conditions imposed for construction of project by MOEF / Government Bodies at no extra cost to the Employer.

1.3.19 DUMPING AREAS, WITH DEVELOPMENT PLANS

- i. Dumping areas lands acquired by employer near the tunnel portal will be made available for muck disposal purposes. Tender drawings show the available land demarcated and reserved for muck dumping under the scope of works. The technical specifications for developing and rehabilitating the muck disposal sites shall be as submitted by contractor and agreed by the Engineer.
- ii. The contractor shall make necessary arrangements for the management of muck disposal so that it meets all the environment guidelines / conditions imposed for the construction of project by MOEF / Govt. bodies / State Pollution control board and/or other statutory bodies.

1.3.20 WASTE AND GARBAGE DISPOSAL

- i. The Contractor shall daily collect waste material and garbage from campus, offices and workshops and transport it to an area approved by the Engineer, where it shall be incinerated and buried or disposed off as approved by the Engineer.
- ii. The site shall be kept clean and free of refuse at all times. No waste shall be dumped in areas other than those approved by the Engineer for waste disposal. No waste of any kind shall be deposited in any watercourses.
- iii. Waste and Garbage disposal system shall meet all environment guidelines and conditions imposed for construction of project by MOEF/ Govt. bodies at no extra cost to The Employer.
- iv. The contractor has to make appropriate provision for Oil / Grease interceptor at refueling stations and at fuel storage locations.

1.3.21 SETTING UP OF FIELD LABORATORY

- i. The Contractor shall establish a field laboratory for ensuring quality control measures for the Works, as detailed under Quality Assurance Programme described elsewhere in the tender documents.
- ii. Prior to setting up of laboratory, Contractor shall submit detailed building plan with exhaustive equipment-list clearly showing the different area for equipment with sizes of the equipment and circulating area, and CV's of qualified personnel identified for laboratory work to the Engineer for approval. The laboratory shall be headed by an experienced graduate civil engineer. All the equipment shall be conforming to either the relevant IS or international standards.
- iii. Upon receipt of Engineer's approval, the Contractor shall construct, maintain and operate an integrated laboratory which provides sufficient rooms and equipment to test aggregates, concrete samples, plain shotcrete and SFRS samples, soil and rock samples, rock bolts capacity tests, nuclear gauge tests to control the density of the compacted layers for earthworks, etc. **The laboratory shall be established as early as possible as but not later than three months from the date of issue of Letter of Acceptance.**
- iv. The Contractor shall collect the samples, carry out the relevant tests, prepare the complete reports and submit them to the Engineer.
- v. All tests will be made according to approved standards, and the testing equipment shall comply with the same standards. All relevant standards shall be made available in the laboratory by the Contractor.


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structures. Boulders larger than 100mm dia should not normally be used for this purpose.

8.15 DISPOSAL OF EXCAVATED MATERIALS

- 8.15.1 All materials from underground excavation suitable for use as fill concrete aggregates or for other purposes shall be stockpiled on the Site as directed or approved by the Engineer, if the immediate placement in the final location in permanent works is not possible.
- 8.15.2 Excavated materials, which are not suitable or are in excess of the permanent construction requirements, shall be disposed off in the waste disposal areas shown in the drawings or in areas designated as such by Engineer in the course of the work.
- 8.15.3 The Contractor shall shape and trim the dumping areas and stockpiles to the lines and grades as directed or approved by the Engineer and shall provide for adequate diversion of existing water courses. The area over which the excavated material is to be disposed shall be stripped of all vegetation. If the area is steeply dipping, precautions shall be taken to ensure stability of the material in the area, including base drainage and surface protection against erosion and providing retaining wall / gabions etc wherever required. The material dumped shall be compacted, by movement of the dumping vehicles and grading as necessary, in layers not exceeding 0.5m in depth. It shall be the responsibility of the Contractor to remove any material from any slide that may occur in the disposal dump or its base and redispense the removed material properly to the satisfaction of the Engineer at his own cost. Prior to the commencement of excavation work the Contractor shall have prepared the disposal area to the satisfaction of the Engineer and the methods proposed for disposal shall also have received approval of the Engineer.
- 8.15.4 The Contractor shall be liable for any damage to Temporary or Permanent Works or to the property of third parties caused by poor drainage in the waste disposal or stockpile areas.
- 8.15.5 If additional areas are required for disposal of the excavated material, the contractor shall propose, such area for approval of the Engineer.
- 8.15.6 The Contractor shall ensure that no excavated materials are disposed off in the stream or at locations, where in the opinion of the Engineer these are liable to be washed away by the floods.
- 8.15.7 The disposal of the excavated material in the dumping area shall not damage the environment and will be regulated as per the norms of Government of India. In spite muck disposal area shall be suitably covered off with retaining structures. Before taking up such works the contractor shall propose the construction methodology of retaining wall with RR Masonry/ gabions approved from the engineer.

8.16 EVACUATION OF WATER

- 8.16.1 The Contractor shall carry out all Works required to capture and drain service and infiltrated groundwater during the construction as stipulated in Section of "Dewatering Drainage and Pumping".

8.17 ILLUMINATION

- 8.17.1 The Contractor shall install an adequate illumination system in the Underground works as stipulated in Section of "Site Installations and Services."


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Laws

Unless otherwise stated in the Special Conditions of Contract:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.14 Joint and
Several
Liability

R

If the Contractor constitutes (under applicable Laws) a joint venture of two or more persons/firms:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.
- (d) In the event of default by any partner of joint venture, on or after achieving 25% of the financial progress (excluding advance if any) the lead partner or remaining partner(s), in case the defaulting partner is the lead partner, shall notify the Employer within twenty eight (28) days of the occurrence and within Fifty six (56) days of the said notification, the lead partner or remaining partner(s), who are not the defaulting partner, shall assign the works of the defaulting partner, to equally competent party with prior consent of the Employer. For this purpose the term "equally competent party" shall mean as under:

"The new JV partner replacing the defaulting partner should meet the EQC requirement of package/combination of packages which was met by the defaulting partner on the basis of which the original tender was awarded."

The replacement of any defaulting partner, with the new partner shall be subject to the condition that the new partner has to submit additional performance security equal to 10% of balance cost of work of the JV partner being replaced. The performance security submitted by the defaulting partner shall also continue with RVNL till satisfactory completion of the work.

- (e) Notwithstanding the consent of the Employer for change in composition or legal status of the joint venture the partners shall continue to be jointly and severally liable to the Employer.
- (f) The joint venture shall enter into a joint venture


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agreement incorporating the provisions of sub-paras (a) to (e) based upon the form annexed to the Conditions of Contract. The JV agreement shall indicate precisely the specific role of all members of the JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. The authority to sign the agreement shall be evidenced by approved legal instruments.

Notwithstanding the contents of the sub-clauses above, if the performance of any JV partner is not found satisfactory by the Employer, in respect of the responsibilities assigned to him as per JV agreement which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV as the case may be from participating in any RVNL tender from the date of issue of notice of default.

1.15 Inspections by the Employer

The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and/or the Contractor's records relating to the performance of the Contract.

2. The Employer

2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

(b) new rates in terms of clause 12.3.1 (c).

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time or new rates.


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and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractors' Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major Items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

In the event of Contractor imports any equipment the following shall apply' :

(a) **Custom Clearance:** The Employer will assist the contractor, when required by furnishing letters of recommendation for obtaining expeditious clearance through customs of constructional plants, material and other things required for the works and then for re-export, if any. The following publications, may be referred to by the contractor for guidance about custom regulations etc :

- (i) Import & export policy, together with amendments, if any, published by Govt. of India, Ministry of Commerce..
- (j) Hand Book of Procedures, together with amendments, if any, Volume 1 and 2 published by Ministry of Commerce.
- (iii) Customs Tariff, together with amendments, if any published by Central Customs.

The Contractor shall be responsible to follow the latest rules and regulations without any liability of the Employer.

(b) **Re-export of contractors equipment:** The contractor shall obtain all the relevant information regarding procedure for the import and subsequent re-export of his equipment and materials from the Chief Controller of Imports and Exports, New Delhi, and shall inform himself and keep himself informed on the details of custom charges and draw-back regulations as applicable to the items of Constructional plant. The contractor shall provide the necessary guarantee/bonds where these are required by the customs notwithstanding that import licenses may be granted in the name of Employer.

(c) Notwithstanding the provisions mentioned above, Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon Initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the custom authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, Contractor shall prepare for approval by the customs authority the authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported based on the

**2.2 Permits,
Licenses or
Approvals**

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) for the Contractor's applications for any permits, licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - (ii) for the delivery of Goods, including clearance through customs, and
 - (iii) for the export of Contractor's Equipment when it is removed from the Site.

**2.3 Employer's
Personnel**

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

**2.4 Employer's
Financial
Arrangements**

The Employer has sourced the funds to finance the project.

**2.5 Employer's
Claims**

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.

The notice shall be given as soon as practicable after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

अजय कुमार / Ajay Kumar

उत्तर महानगरीय रेल (परिच-2) ऋषिकेश-कारणप्रवाग प्रोजेक्ट
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ANNEXURE R-8



Megha Engineering & Infrastructures Ltd.

An ISO 9001-2015 Company

S-2, Technocrat Indl. Estate, Balanagar, Hyderabad-500037, Telangana, INDIA
Tel: +91-40-44336700 Fax: +91-40-44336800
E-mail: info@meil.in Visit us: www.meil.in U45202TG2006PLC050271

Form: PS 2

Letter of Price Bid

Date: 17.02.2020

Invitation for Bid No.: RVNL/RKSH-KNPG/TENDER/TUNNELS/PK7B Date: 30.09.2019

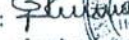
To:

The Chief Project Manager,
Rail Vikas Nigam Limited,
Block No. 4, Rishilok, GMVN,
Muni Ki Reti, Rishikesh 249137, Uttarakhand

We, the undersigned, declare that:

- We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- We offer to execute the Works in conformity with the Bidding Documents;
- The total price of our Bid, is as indicated in the summary of the Bill of Quantities.
- We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: J. Srinivas Kumar
In the capacity of: Asst. Manager

Signed: 
Duly authorized to sign the Bid for and on behalf of M/s Megha Engineering & Infrastructures Limited.

Date: 17.02.2020



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अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam
(भारत सरकार का उपक्रम)/ A Govt. of India En
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhar)

60 ANNEXURE R-9

कायालय-अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी, वन संरक्षण,
इन्दिरानगर फॉरेस्ट कालोनी, उत्तराखण्ड, देहरादून।

E-mail: nodalofficerddn@gmail.com

Phone/ Fax: 0135-2767611

पत्रांक:-

676/20-40-(REC) देहरादून-दिनांक:

6 सितम्बर, 2022

सेवा में,

- | | | |
|---|--|--|
| 1 प्रभागीय वनाधिकारी, रुद्रप्रयाग वन प्रभाग, रुद्रप्रयाग। | 2 प्रभागीय वनाधिकारी, मसूरी वन प्रभाग, मसूरी। | 3 प्रभागीय वनाधिकारी, गढ़वाल वन प्रभाग, पौड़ी। |
| 4 प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़। | 5 प्रभागीय वनाधिकारी, तराई केन्द्रीय वन प्रभाग, रुद्रपुर, ऊधमसिंह नगर। | |

विषय:- MINUTES OF 71th MEETING OF THE REGIONAL EMPOWERED COMMITTEE OF INTEGRATED REGIONAL OFFICE, DEHRADUN HELD ON 30th AUGUST, 2022.

सन्दर्भ:- भारत सरकार, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, क्षेत्रीय कार्यालय, देहरादून की पत्र संख्या RO-DDN/REC/1-2014/VOL-6/782 दिनांक 06.09.2022 (प्रति संलग्न)।

महोदय,

भारत सरकार, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, क्षेत्रीय कार्यालय, देहरादून में आयोजित रीजनल एम्पावर्ड कमेटी MINUTES OF 71th MEETING OF THE REGIONAL EMPOWERED COMMITTEE OF INTEGRATED REGIONAL OFFICE, DEHRADUN HELD ON 30th AUGUST, 2022 की बैठक के कार्यवृत्त की प्रति संलग्न कर इस आशय प्रेषित की जा रही है कि अपने कार्यक्षेत्र से सम्बन्धित वन भूमि हस्तान्तरण के प्रकरणों के सम्बन्ध में बैठक में लिये गये निर्णय के अनुसार कार्यवाही करते हुए भारत सरकार द्वारा वांछित सूचना/अनुपालन आख्या शीघ्रताशीघ्र इस कार्यालय को उपलब्ध कराने का कष्ट करें, ताकि इन महत्वपूर्ण प्रकरणों का शीघ्रताशीघ्र निस्तारण किया जा सके।

संलग्न-भारत सरकार के बैठक की कार्यवृत्त

भवदीय,

(एस0एस0 रसाईली)

अपर प्रमुख वन संरक्षक,
एवं नोडल अधिकारी, वन संरक्षण।

संख्या: 676 /20-40-(REC) तददिनांकित।

1. प्रतिलिपि:-प्रमुख वन संरक्षक(HoFF), उत्तराखण्ड, देहरादून को सूचनार्थ प्रेषित।
2. प्रतिलिपि:-अपर प्रमुख वन संरक्षक (केन्द्रीय), भारत सरकार, पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, क्षेत्रीय कार्यालय-25 सुभाष रोड़, देहरादून को उनके उक्त कार्यवृत्त पत्र दिनांक 06-09-2022 के सन्दर्भ में सूचनार्थ प्रेषित।
3. प्रतिलिपि:-वन संरक्षक, गढ़वाल वृत्त, उत्तराखण्ड, पौड़ी को इस आशय से प्रेषित कि कृपया अपने सम्बन्धित प्रभागीय वनाधिकारी को निर्देशित करने का कष्ट करें।
4. प्रतिलिपि:-वन संरक्षक, यमुना वृत्त, उत्तराखण्ड, देहरादून को इस आशय से प्रेषित कि कृपया अपने सम्बन्धित प्रभागीय वनाधिकारी को निर्देशित करने का कष्ट करें।
5. प्रतिलिपि:-वन संरक्षक, उत्तरी कुमाऊँ वृत्त, उत्तराखण्ड, अल्मोड़ा को इस आशय से प्रेषित कि कृपया अपने सम्बन्धित प्रभागीय वनाधिकारी को निर्देशित करने का कष्ट करें।
6. प्रतिलिपि:-वन संरक्षक, पश्चिमी वृत्त, उत्तराखण्ड, हल्द्वानी को इस आशय से प्रेषित कि कृपया अपने सम्बन्धित प्रभागीय वनाधिकारी को निर्देशित करने का कष्ट करें।

(एस0एस0 रसाईली)

अपर प्रमुख वन संरक्षक,
एवं नोडल अधिकारी, वन संरक्षण।

अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि0-2)/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karnprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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**MINUTES OF 71st MEETING OF THE REGIONAL EMPOWERED COMMITTEE OF
INTEGRATED REGIONAL OFFICE, DEHRADUN
HELD ON 30th AUGUST, 2022**

The 71st meeting of the Regional Empowered Committee (REC) of the Integrated Regional Office, Dehradun was held on 30th August, 2022 under the Chairmanship of Shri. Pankaj Agrawal, IFS, Addl. PCCF, Integrated Regional Office, Dehradun to discuss the FCA proposals pertaining to the State of Uttarakhand.

Following official/non-official members & the special invitees were present in the meeting either in person or through video conferencing.

| S.No. | Name | Designation |
|-------|--|---|
| 01 | Shri Pankaj Agrawal, IFS, Addl. PCCF, Integrated Regional Office, Dehradun. | Chairman (Through Video conferencing) |
| 02 | Dr. R. S. Bisht, Retd. IFS | Non-official Member (Through Video conferencing) |
| 03 | Prof. S. D. Bhardwaj | Non-official Member (Through Video conferencing) |
| 04 | Shri, S. S. Rasaily, IFS, A/PCCF-cum- Nodal Officer (UK) | Special Invitee |
| 05 | Shri. Gajendra Prakash Narwane, IFS, AIGF, Integrated Regional Office, Dehradun. | Member Secretary |
| 06 | Representatives of the User Agencies and state Forest Department | |

At the outset, the Chairman of the Committee welcomed all the members present in the meeting or connected through Video-Conference.


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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Following proposals pertaining to the state of Uttarakhand were discussed in detail and the case wise decision taken by REC is as under:

Agenda Item No. 01: Diversion of additional 0.4769 ha of forest land in Nagrasu for development of 126.00 KM long broad gauge rail link in the State of Uttarakhand, in favour of Rail Vikas Nigam Ltd. (RVNL) within the jurisdiction of Rudraprayag Forest Division, District Rudraprayag, Uttarakhand. (Online Proposal No. FP/UK/RAIL/148843/2021).

Regional Empowered Committee discussed the case in detail. The committee was apprised that the current proposal is for the requirement of additional land of 0.4769 ha area to provide the stability to portal (P1) of tunnel (T15) and side slope of station yard (Gholtir Station) of the already approved Rishikesh Karanprayag Railway line project. It was noted that the number of trees affected by the proposal is 118 (including 36 saplings).

The concerned User Agency and the DFO, Rudraprayag represented the proposal in the meeting and answered to the queries of the committee.

After detailed discussion on various aspects of the proposal, the committee decided to approve the proposal subject to submission of clarification/ documents/ information on the following points:

1. The proposal is for additional area requirement for the already approved Rishikesh Karanprayag Railway line project and it is expected that few more proposals for the same will be submitted. It is requested to propose the plantation area in one patch/ Block for all the proposals instead of providing it in small patches and accordingly KML file, maps and plantation scheme of 1180 trees shall be submitted.
2. A detailed analysis of the previously proposed muck dumping yards is required to be submitted.
3. Muck disposal plan is required to be reviewed and resubmitted in view of the quantity of muck that will be generated along with the capacity of the dumping yard.


अजय कुमार / Ajay Kumar
 अवर महाप्रबंधक (परि०-२) ऋषिकेश-कान्प्रयाग प्रोजेक्ट
 A GM (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम) / A Govt. of India Enterprise
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Agenda Item No.02: Diversion of additional 0.8511 ha of forest land in Javeri for development of 126.00 KM long broad gauge rail link in the State of Uttarakhand, in favour of Rail Vikas Nigam Ltd. (RVNL) within the jurisdiction of Rudraprayag Forest Division, District Rudraprayag, Uttarakhand. (Online Proposal No. FP/UK/RAIL/148808/2021).

The case was discussed in details and the committee was apprised that the proposal is for the additional area requirement of 0.85 ha area for muck dumping yard. It was apprised that due to incorporation of new ADIT tunnels in the already approved proposal for the construction of the Rishikesh Karnprayag Railway line, the dumping capacity of already acquired dumping yards have fallen short and due to this there is a requirement of new dumping yards. It was noted that there are 5 trees that are proposed to be affected in the project.

The concerned User Agency and the DFO, Rudraprayag represented the proposal in the meeting and answered to the queries of the committee.

After detailed discussion on various aspects of the proposal, the committee decided to approve the proposal subject to submission of clarification/ documents/ information on the following points:

1. The proposal is for additional area requirement for the already approved Rishikesh Karnprayag Railway line project and it is expected that few more proposals for the same were and will be submitted. It is requested to propose the plantation area in one patch/ Block for all the proposals instead of providing it in small patches and accordingly KML file, maps & plantation scheme of 1702 trees shall be submitted.
2. A detailed analysis of the previously proposed muck dumping yards is required to be submitted.
3. Muck disposal plan is required to be reviewed and resubmitted in view of the quantity of muck that will be generated along with the capacity of the dumping yard.
4. No trees should be felled in the muck dumping area.

Agenda Item No. 03: Diversion of 4.722 ha (revised from earlier proposed 7.022 ha) of forest land for construction of motor road from KM 41 of Raipur-Kumalda-Kaddulchal motor road to Ringalgarh motor road in favour of PMGSY within the jurisdiction Mussoorie Forest Division, Dist. Tehri Garhwal, Uttarakhand. (Online Proposal No. FP/UK/ROAD/124428/2021).


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2)/ ऋषिकेश-कान्प्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karnprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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The proposal was discussed in detail in presence of the concerned DFO and the user agency. It was noted that 153 trees (including 66 saplings) are proposed to be affected by the project. The committee was apprised that the case was earlier discussed in the REC meeting dated 28.02.2022, wherein the proposal was deferred and directions were given to the Integrated Regional Office, Dehradun to conduct a site visit along with the concerned DFO and project proponent to reassess the requirement of the proposed road as an alternative could be explored by extending the road alignment through the already approved proposal no. FP/UK/ROAD/13390/2015 to connect the target village as per the existing norms of PMGSY.

After which this office conducted a site inspection and further sought some information/clarification from the State Government. The State Government vide letter dated 16.08.2022 submitted the revised proposal reducing the area to 4.722 ha from 7.022 Km and trees proposed to be affected are reduced to 153 (including 66 saplings) from 515 trees, out of which 136 trees shall be felled and 17 trees that are falling in 6-7 m width shall be felled only if required. The project proponent also presented the revised proposal in the meeting and informed that the width of the road has now been reduced to 7 m from earlier proposed 9 m width.

After detailed discussion on various aspects of the proposal, the REC decided to accord in-principle approval for diversion of forest land.

Agenda Item No. 04: Diversion of 4.75 ha of forest land for construction of Bhandeli Bend (Thalisain) To Jalkhola Motor Road (Length 9.500 Km) in favour of PMGSY, Garhwal Forest Division, Pauri, District Pauri Garhwal, Uttarakhand. (FP/UK/ROAD/10146/2015).

The committee was apprised that the proposal was placed for discussion in the REC meeting dt. 17.08.2022 but due to the absence of the concerned DFO the same was not discussed and deferred. The proposal was discussed in detail in presence of the DFO, Garhwal Forest Division. The committee was apprised that the State Govt. had earlier informed that a total number of 647 trees are affected in the proposal out of which only 269 will be felled and rest will be transplanted. Thereafter, Stage-I approval was granted in the proposal vide letter dt. 07-01-2019. As per the condition no. 10 of the stage I approval permission for the felling of not more than 269 trees was granted and the remaining trees were to be transplanted. The State Government has now submitted that 528 number of trees have been felled already. Hence, condition No. 10 of


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 AGM (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
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Stage-I approval has been violated as the permission/ approval of this office was not obtained for felling of more than 296 trees. This turns out to be violation of Stage-I condition and falls under category 1.21 (iii). The DFO informed that list regarding transplantation was sent by mistake in the past and the felling of 528 trees out of 628 was actually required to be done.

After detailed discussion on various aspects of the proposal, the REC decided that it was necessary for the forest department to have taken permission from IRO before felling of trees for which no permission has been previously given. Hence, it amounts to violation of conditions and the REC decided to send the proposal to the MoEF&CC, New Delhi for further necessary action.

Agenda Item No. 05: Diversion of 5.60 ha of forest land for construction of Lachair to Katyani Motor Road, in favour of PWD within the jurisdiction of Pithoragarh Forest Division, District Pithoragarh, Uttarakhand. (Online Proposal No. FP/UK/ROAD/41149/2019).

The committee was apprised that the case was discussed in the REC meeting held on 29.12.2020 and 30.11.2021. In the meeting dt. 30.11.2021, the REC decided to defer the proposal and desired information/ clarification on 6 points to which the State Government has submitted the reply. The reply has been examined and it was seen that as desired by the REC, the location of the Schools, block headquarter, district headquarter, etc. has now been shown with different colours but the same is not clear. Therefore, a presentation was required to be given by the User Agency. It was noted that 74 trees are proposed to be affected in the proposal. The User Agency along with the DFO concerned represented the proposal in the meeting. It was seen from the KML file that the villages proposed to be benefitted by the proposed road especially village *Katyani* are already connected with existing roads. Further, the User Agency was asked about the necessity for a 9 m width road for a scattered habitation and the possibility for reduction of its width was discussed. The User Agency could not justify the necessity of 9 m width nor the utility of the proposed road. The User Agency also expressed its inability to reduce the width of the proposed road.

After detailed discussion the REC came to a conclusion that the proposed road is not found to be justifiable.

After detailed discussion on various aspects of the proposal, the REC decided to reject the proposal as the same does not appear to be justifiable.

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 अपर महाप्रबंधक (परि०-2/ ऋषिकेश-कान्प्रयाग प्रोजेक्ट
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 (भारत सरकार का उपक्रम) / A Govt. of India Enterprise
 ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

Agenda Item No. 06: Diversion of 16.69 ha of forest land for Widening & Strengthening of Gadarpur-Dineshpur-Matkota-Haldwani State Highway SH-05 (constructed before 1980) in Two-Lane with paved shoulder from Km 17 to 38 in favour of PWD, Tarai Central Forest Division, District Nainital and Udham Singh Nagar, Uttarakhand. (Online Proposal No. FP/UK/ROAD/157397/2022).

The proposal was discussed in detail with the DFO, Tarai Central Forest Division and the User Agency. The committee noted that 352 trees are required to be felled and 228 trees will be lopped. It was noted that the forest land proposed for diversion is not a part of any Protected Area and no rare and endangered species of flora and fauna have been reported in the area proposed for diversion. Further, it was noted that there is a violation of IFA, 1927 which has been reported by the State Government and the work of widening of the road was started without any permission at 5 places involving forest area of 1.8495 ha. The work of soil digging and filling was started which was later stopped by the Forest Department. Five forest offences have been registered against the Project Manager BRIDCUL, Haldwani. It was also apprised to the REC that as per the MoEFCC letter dt. 22nd March 2022; proposals involving violations of FCA, 1980 as specified in para (i) and (ii) of the guidelines are required to be examined at the level of Ministry.

The committee was apprised that the proposal was also discussed in the FRCM held on 28.07.2022 wherein the State Government was requested to submit information/clarification on 12 points and reply to the same has been submitted by the State Government. It was also apprised to the committee that the concerned area is very important for the movement of Wildlife, especially the elephants. A point wise discussion on these 12 points was held.

After detailed discussion on various aspects of the proposal, the committee decided to recommend the proposal to the MoEF&CC, New Delhi for further necessary action subject to submission of clarification/ documents/ information on the following points:

1. The State Government shall upload the list of 352 trees at para 4 Part II which are actually required to be felled.
2. The CA scheme is required to be reviewed in terms of CA rates and the revised CA scheme is required to be uploaded.


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 अपर महाप्रबंधक (परि०-२)/रिश्किेश-कर्णप्रयाग प्रोजेक्ट
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 रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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3. The Wildlife Mitigation Plan duly approved by the CWLW is required to be submitted.
4. The State Government should also assess the requirement of elephant underpass/overpass and accordingly these should be included in the design of the road, as per the recommendation and approval of CWLW.
5. The State Government shall submit a detailed action taken report against the violation of IFA, 1927.

The meeting ended with thanks to the members and other participants.

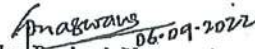

(Gajendra Prakash Narwane)
AIGF-cum-Member Secretary, REC

File. No.: RO-DDN/REC/1-2014/VOL-6/782

Dated: 06 September, 2022

Distribution:

1. Dr. R. S. Bisht, Retd. IFS (Member, REC), Green Street, Uttaranchal colony, Gas Godam Road, Kusum Kheda, Haldwani-263 139 (Uttarakhand)
2. Dr. S. D. Bhardwaj, (Member, REC), 33-Sai Niwas, Scientist Colony, Post Office Shanti, Tehsil & Dist. Solan- 173 212 (Himachal Pradesh). Email: shirwander@yahoo.co.in
3. The Additional Chief Secretary (Forest), Govt. of Uttarakhand, 4 Subhash. Road, Dehradun.
4. The Nodal Officer, Forest Conservation, Uttarakhand, Indira Nagar, Forest Colony, Dehradun for information. He is requested to take action on the decisions taken in the REC meeting (Project wise) & ensure submission of compliance to this office for further necessary action.


(Gajendra Prakash Narwane)
AIGF-cum-Member Secretary, REC

प्रपत्र एच-1

रेलवे विकास निगम लिमिटेड हेतु मक/उपखनिज के भण्डारण व निकासी के लिए आवेदन पत्र का प्रारूप
(तीन प्रतियों में प्रस्तुत किया जायेगा)

आवेदन प्राप्ति का दिनांक 28.06.2021

सेवा में,

निर्देशक,
भूतत्व एवं खनिकर्मा इकाई
उद्योग निदेशालय, उत्तराखण्ड,
देहरादून।

महोदय,

मैं/हम निवेदन करता/करती हूँ/करते हैं कि मुझे/हमें उत्तराखण्ड खनिज का (अवैध खनन, परिवहन एवं भण्डारण का निवारण) नियमावली, 2020 के नियम 8 के अनुसार ऋषिकेश-कर्णप्रयाग रेल लाइन परियोजना के टनल, **Open excavation** व रिवर ट्रेनिंग स्थलों से निकलने वाले मक/उपखनिजों के भण्डारण एवं प्रयोग की अनुमति, परियोजना की अवधि तक दी जायें।

- 2 उक्त नियमावली के नियम 8 के अधीन प्रार्थना पत्र के सम्बन्ध में निर्धारित पुल्क ₹ 50,000/- कोशागार चातान संख्या 08530621E0362693 दिनांक 28.06.2021 के द्वारा निर्धारित लेखापेशक मे जमा कर दिया गया है।
- 3 अवधि, जिसके लिये अनुमति अपेक्षित है: 28/06/2021 से 25/02/2025
- 4 आवेदक का पूरा नाम व पता **ओंकार सिंह चौहान, महाप्रबंधक, मेघा इंजीनियरिंग एंड इंफ्रास्ट्रक्चर्स लि. गाँव व डाक : सुमेरपुर, जिला रुद्रप्रयाग, उत्तराखण्ड**
- 5 टनल क्षेत्र **एडिट 7 जवाडी बाईपास उत्तराखण्ड**
- 6 रेलवे टनल का क्रमांक **मुख्य तथा निकास सुरंग**
- 7 रेलवे टनल की कटाई की चौड़ाई/माप **मुख्य [T13, 8.4m व्यास तथा निकास सुरंग [T13, 5.0m व्यास**
- 8 रेलवे टनल की लम्बाई/माप **T-13 मुख्य तथा निकास, 9.427 किमी०**
- 9 यदि टनल की अतिरिक्त अन्य स्थान पर खुदाई कर उपखनिज उपयोग किया जाना हो, का विवरण: **एडिट 7 जवाडी**
- 10 ओपन एक्सपोजन क्षेत्र की स्थिति व माप ।
- 11 डायिंग साईट का विवरण **डी० 27 (नरकोटा) 352000 घन मी०।**
- 12 बोर होल लोग का विवरण **91.2232+101.332 किमी० (BH-119 to 132, टनल एलाइनमेंट के उपर नरकोटा से तिलणी के मध्य।**
- 13 रेलवे परियोजना के डी०पी०आर (**Detail Project Report**) के अनुसार टनल से निकलने वाले मक (इनबा) की आंगणित मात्रा (घनमीटर में) **10,35,786 घनमी०** व Open excavation से निकलने वाले मे की आंगणित मात्रा (घनमीटर में) **2,74,367 घन मी०**
- 14 रेलवे परियोजना के डी०पी०आर (**Detail Project Report**) के अनुसार टनल से निकलने वाले मक (इनबा) की आंगणित कुल मात्रा में उपयोगार्थ (इनबा) की मात्रा (घनमीटर में) **207156.99 घनमी०** व ओपन एक्सपोजन से निकलने वाले की आंगणित मात्रा मक की आंगणित कुल मात्रा में उपयोगार्थ मक की मात्रा (घनमीटर में) **30 घनमी०** है।
- 15 कोई अन्य विवरण या रेखा-मानचित्र (स्कैच मैप) जो आवेदक प्रस्तुत करना चाहें एलाइनमेंट मैप नरकोटा से तिलणी सुमेरपुर में/हम एतद्वारा धोशणा करता हूँ/करते हैं कि ऊपर दिये गये समस्त विवरण सही हैं और मैं/हम कोई अन्य विवरण, जो आपके द्वारा अपेक्षित हों, देने को तैयार हूँ/हैं।

दिनांक 28.06.2021


29-6-2021
उद्योग निदेशक
भूतत्व एवं खनिकर्मा इकाई
पो० बजारी, ओपालखली,
धर्म रोड, देहरादून (उत्तराखण्ड)


आवेदक के हस्ताक्षर।

SCANNED WITH L


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/Rishikesh (Uttarakhand)-249201

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ग्राम जवाड़ी तहसील रुद्रप्रयाग-जनपद रुद्रप्रयाग, में डम्पिंग यार्ड से आर0वी0एन0एल0 के ठेकेदार द्वारा उपयोगार्थ
उपखनिज की निकासी

उत्तराखण्ड खनिज (अवैध खनन, परिवहन एवं भण्डारण का निवारण) नियमावली, 2020 यथासंशोधित 2021

(नियम-8क)

प्रपत्र एच-2

| 1. | आवेदक का नाम व पूरा पता | मेधा इंजीनियरिंग एंड इंफ्रस्ट्रक्चर्स लि0 गांव व डाक: सुमेरपुर, जिला रुद्रप्रयाग उत्तराखण्ड | | | | | | | | | | | | | | | | | | |
|----------|---|--|-------------------------|--------------------|--|----------|---------------------|-----------------------|-------------------------|--------------------|----|---------------------------|-------|-------|-------|--|-----|-------|-------|-------|
| 2. | रेलवे टनल क्षेत्र का नाम | नरकोटा से सुमेरपुर तक (तिलणी स्टेशन तक) | | | | | | | | | | | | | | | | | | |
| 3. | रेलवे टनल का क्रमांक | टनल-13 (टी-13) लम्बाई 9,427 मी0, चौड़ाई- 7.60 मी0, ऊंचाई- 6.86 मी0 स्केप- (टी-13) लम्बाई 9421 मी0, चौड़ाई- 4.40 मी0, ऊंचाई- 5.02 मी0 रेडिट- 7 लम्बाई- 623 मी0, चौड़ाई- 0.75 मी0, ऊंचाई- 7.05 मी0 | | | | | | | | | | | | | | | | | | |
| 4. | रेलवे टनल की कटाई की चौड़ाई/माप | मेन टनल (टी-13) चौड़ाई- 7.60 मी0, ऊंचाई- 6.86 मी0 स्केप टनल (टी-13) चौड़ाई 5.5 मी0, ऊंचाई 5.5 रेडिट- 7 चौड़ाई- 0.75 मी0, ऊंचाई- 7.05 मी0 | | | | | | | | | | | | | | | | | | |
| 5. | रेलवे टनल की लम्बाई/माप- | टनल-13 (टी-13) लम्बाई 9,427 मी0, स्केप- (टी-13) लम्बाई 9,421 मी0, रेडिट- 7 लम्बाई- 623 मी0. | | | | | | | | | | | | | | | | | | |
| 6. | यदि टनल के अतिरिक्त अन्य स्थान पर खुदाई कर उपखनिज उपयोग किया जाना हो, का विवरण | <p>संलग्नक-1</p> <table border="1"> <thead> <tr> <th>क्र0 सं0</th> <th>मक उत्पादन का स्थान</th> <th>उपयोगी मक (घ0मी0 में)</th> <th>अनुपयोगी मक (घ0मी0 में)</th> <th>कुल मक (घ0मी0 में)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>रेडिट-7 का ओपन एक्सकेवेशन</td> <td>शून्य</td> <td>शून्य</td> <td>शून्य</td> </tr> <tr> <td></td> <td>योग</td> <td>शून्य</td> <td>शून्य</td> <td>शून्य</td> </tr> </tbody> </table> | | | | क्र0 सं0 | मक उत्पादन का स्थान | उपयोगी मक (घ0मी0 में) | अनुपयोगी मक (घ0मी0 में) | कुल मक (घ0मी0 में) | 1. | रेडिट-7 का ओपन एक्सकेवेशन | शून्य | शून्य | शून्य | | योग | शून्य | शून्य | शून्य |
| क्र0 सं0 | मक उत्पादन का स्थान | उपयोगी मक (घ0मी0 में) | अनुपयोगी मक (घ0मी0 में) | कुल मक (घ0मी0 में) | | | | | | | | | | | | | | | | |
| 1. | रेडिट-7 का ओपन एक्सकेवेशन | शून्य | शून्य | शून्य | | | | | | | | | | | | | | | | |
| | योग | शून्य | शून्य | शून्य | | | | | | | | | | | | | | | | |
| 7. | Open excavation क्षेत्र की माप | संलग्नक-2 | | | | | | | | | | | | | | | | | | |
| 8. | डम्पिंग साईट का विवरण | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। | | | | | | | | | | | | | | | | | | |
| 9. | Bore Hole Log का विवरण | BH-119 to 132 | | | | | | | | | | | | | | | | | | |
| 10. | रेलवे परियोजना के डी0पी0आर0 (Detail Project Report) के अनुसार टनल से निकलने वाले मक (Muck) की आंगणित कुल मात्रा | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। | | | | | | | | | | | | | | | | | | |



पत्रावली संख्या- 134/ए-सेक्टर/नए/2021-22
पूजा एच खनिज इंस्टीट्यूट देहरादून।


अजय कुमार / Ajay Kumar
अपर महाप्रबंधक (परि0-2/ आधिकार-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
आधिकार (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

| | | |
|-----|---|--|
| 11. | रेलवे परियोजना के डी0पी0आर0 (Detail Project Report)के अनुसार टनल से निकलने वाले मक (Muck)की आंगणित कुल मात्रा में से उपयोगार्थ (Usable) मक (Muck) की मात्रा (घनमीटर में) | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। |
| 12. | रेलवे परियोजना के डी0पी0आर0 (Detail Project Report) के अनुसार Open excavation से निकलने वाले मक (Muck)की आंगणित कुल मात्रा (घनमीटर में) | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। |
| 13. | रेलवे परियोजना के डी0पी0आर0 (Detail Project Report) के अनुसार Open excavationसे निकलने वाले मक (Muck) की आंगणित कुल मात्रा में से उपयोगार्थ (Usable)मक (Muck)की मात्रा (घनमीटर में) | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। |
| 14. | मौका निरीक्षण के समय टनल से निकाले गये मक (Muck)की आंगणित कुल मात्रा (घनमीटर में) | आवश्यकता नहीं है। |
| 15. | मौका निरीक्षण के समय टनल से निकाले गये मक (Muck)में से उपयोगार्थ (Usable)मक (Muck)की आंगणित कुल मात्रा (घनमीटर में) | आवश्यकता नहीं है। |
| 16. | मौका निरीक्षण के समय टनल से निकाले गये मक (Muck)की कुल क्रमिक मात्रा (घनमीटर में) तथा उपयोगार्थ (Usable) मक (Muck)की कुल क्रमिक मात्रा (घनमीटर में) | आवश्यकता नहीं है। |
| 17. | मौका निरीक्षण के समय Open excavation से निकाले गये मक (Muck) की कुल क्रमिक मात्रा (घनमीटर में)..... तथा उपयोगार्थ (Usable) मक (Muck) की कुल क्रमिक मात्रा (घनमीटर में) | आवश्यकता नहीं है। |
| 18. | डी0पी0आर0 (Detail Project Report) के अनुसार प्रस्तावित उपयोगार्थ (Usable)नक की कुल मात्रा (घनमीटर में).....के सम्पेक्ष टनल से समिति द्वारा आंगणित उपयोगार्थ (Usable) मक (Muck) की कुल क्रमिक मात्रा (घनमीटर में).....में अन्तर (घनमीटर में) | आवश्यकता नहीं है। |

पृष्ठ संख्या- 194/इंफोर्मेट अद्युगण/2021-22
मूल एवं परिशिष्ट संख्या, देखाए।


अजय कुमार / Ajay Kumar
अपर महाप्रबंधक (परि0-2) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि. / Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम) / A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

| | | |
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| 19. | डीपीआर (Detail Project Report) व समिति द्वारा आणित उपयोगार्थ (Usable) मक (Muck) के क्रमिक योग में अन्तर अधिक है तो अन्तर के सापेक्ष भुगतान की जाने वाली सैयल्टी व अन्य देशों की धनराशि (रु० में) _____ और यदि अन्तर कम है तो समायोजित की जाने वाली सैयल्टी की धनराशि (रु० में) _____ | - |
| 20. | अवधि जिसके लिए अनुमति अपेक्षित है | आवश्यकता नहीं है। |
| 21. | गठित समिति की संस्तुति :- | भण्डारण हेतु प्रस्तावित भूमि का अधिग्रहण न होने के कारण टिप्पणी किया जाना सम्भव नहीं है। |



(रूपेश चोखरियाल)
सिविल इंजीनियर,
रेल विकास निगम



(डी.पी. सिंगल)
उप महा प्रबंधक (सिविल),
रेल विकास निगम
(सदस्य)



(राजेंद्र सिंग)
तहसीलदार रुद्रप्रयाग



(आर.एस. बडोनी)
सहायक अभियन्ता,
सिवाई विभाग, देहरादून



(अमित चोखरियाल)
क्षेत्रीय अधिकारी, पर्यावरण संरक्षण
एव प्रदूषण नियंत्रण बोर्ड, देहरादून
(सदस्य)



(आर.के. तिवारी)
अधीक्षक अभियन्ता,
सिवाई विभाग, देहरादून (सदस्य)



(धन सिंह कुटियाल)
अधीक्षक अभियन्ता,
लोक निर्माण विभाग, देहरादून (सदस्य)



(डी.पी. सिंग)
अपर जिलाधिकारी, रुद्रप्रयाग
(सदस्य)



(डा० धीरज पाण्डेय)
वन संरक्षक, भागीरथी वृत्त, मुन्किरेती,
टिहरी गढ़वाल (सदस्य)



(सुनील पवार)
संयुक्त निदेशक, खनन,
भूतत्व एव खनिकर्त इकाई, भोपालपानी,
देहरादून
(सदस्य संयोजक)



अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२)/ ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

SITE INSPECTION REPORT- NOT BELOW THE RANK OF DCF
(for the forest land to be diverted under FCA)

A proposal has been received by this office from Chief Project Manager Rail Vikas Nigam Limited Rishikesh (for diversion under FCA-1980) of 0.8511 ha. of forest land for non-forestry purpose. The project envisages the use of forest land for development of 126.00 km long Rishikesh-Karnprayag new BG rail link in the state of Uttarakhand additional civil soyam land at Jawari. The site inspection of the land involved in the proposal has been done by me on dated 07-12-2021.

On inspection of the site, it is found that the land required by the user agency is a RF / PF / un-classed Other forests measuring 0.8511 ha. (Revenue Forest Land)

The requirement of forest land as proposed by the user agency in CoI.2 part-1 is unavoidable and is barest minimum required for the project. Yes

Whether any rare /endangered /unique species of flora and fauna found in the area. If, so the details there of - No

Whether any protected archeological /heritage site/defense establishment or any other important monument is located in the area. if, so the details thereof with NOC from competent authority, if required.- No

a) The user agency has not violated the provisions of forest (Conservation), Act 1980 and no work has been started without proper sanction. Yes

b) It has been found that the user agency has violated (Conservation), Act, and 1980 provisions. A details report as per para 1.9 of chapter 1, Para C of Hand book of forest (Conservation) Act, 1980 attached. No

Specific recommendation for acceptance or otherwise of the proposal.

Recommended in the Public Interest.

Place:- Rudraprayag

Date :- 07-12-2021

N.B. x State the purpose for which the forest land is proposed to be diverted.
xx Out of(a) and (b) tick the option which is applicable and cross the option which is not applicable.

(Signature)

Name - (Vaibhav Kumar Singh)

Designation - D.C.F.

उप वन संरक्षक
रुद्रप्रयाग वन प्रभाग
रुद्रप्रयाग

As per letter number 2-2/2000/FC dated 16-10-2000 from ministry of Environment & Forest, Government of India for proposal involving less than 40 hectares of forest land, the site inspection report from DCF is required and for proposal involving more the 40 hectares of forest land site inspection report from the conservation of forests is required.


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2)/ ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karnprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/Rishikesh (Uttarakhand)-249201

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ANNEXURE R-12

FORM -I

(For Linear projects)

Government of Uttarakhand

Office of the District Collector Rudraprayag

TO WHOMSOEVER IT MAY CONCERN

In compliance of the Ministry of Environment and Forests (MOEF), Government of India's Letter No. 11-98-FC (pt.) 3rd August 2009 wherein the MOEF issued guidelines on submission of evidences for having initiated and completed the process of settlement of right under the Scheduled Tribes and other traditional Forest dwellers (Recognition of Forest Rights) Act 2006 ('FRA', for short) on the Forest land proposed to be divert for non-forest purpose read with MOEF's letter dated 5th February 2013 wherein MOEF issued certain relaxation in respect of linear project, it is certified that 0.8511 hectares of Forest land proposed to be diverted in favor of Indian Railways for "Development of 126 km long broad Gauge New Rail Link between Rishkesh and Karanprayag in state of Uttarakhand" which falls within jurisdiction of Village Jawerl in Rudraprayag Teshil.

It is further certified that:

- The complete process for identification and settlement of rights under the FRA has been carried out for the entire 0.8511 Hectares of Forest area proposed of diversion, a copy of records of all consultations and meetings of the Forest Rights committee (s), Gram Sabha (s), Sub-divisional level committee (s) and the district level committee are enclosed annexure
- The diversion of Forest land for facilities managed by the Government as required under section 3 (2) of the FRA have been completed .
- The proposal does not involve recognized rights of Primitive Tribal Group and pre-agricultural communities

Encl.: As above


District Collector
रुद्रप्रयाग
उत्तराखण्ड

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अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2/ ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
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ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

Office of the District Collector Rudraprayag

District-Rudraprayag (Uttarakhand)

Proceedings of meeting of District Level Committee constituted under Schedule Tribes & Other Traditional Forest Dwellers (recognition of rights) Act (FRA),2006.

A meeting of the District level Committee of District Rudrapryag (Uttarakhand) District Magistrate, Rudraprayag on date 27/8/21... at Rudraprayag in which the application claiming rights in villages Jaweri in Rudraprayag tehsil area measuring 0.8511 hectares for "Development of 126 km long broad Gauge New Rail Link between Rishikesh and Karanprayag in state of Uttarakhand" of forest land under FRA ,2006 of the following applicant duly processed and recommended by the sub divisional level committee of Rudraprayag tehsil were discussed to consider the same for admission by district level committee.

After scrutiny of the documents and detailed discussion, no objections/claims were found to have been made and hence District Level Committee recommend the above case for diversion of the land for said purpose.

Place:

Dated:

Mg
District Magistrate, Rudrapryag,



Chairman District Level Committee

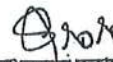

अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

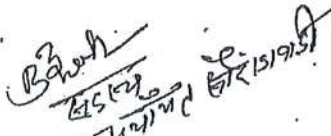
75


Its is further certified that – Minutes of meetings of "Development of 126 km long broad Gauge New Rail Link between Rishikesh and Karanprayag in state of Uttarakhand" regarding FRA Is as following:-

| S.No | | Remarks |
|------|---|---|
| (a) | For complete process for identification and settlement of right under FRA has been carried out for 0.8511 Hectares of Forest area proposed for diversion .A copy of record and consultations and meetings of forest rights Committee(s), Sub Division level Committee(s). | Yes, Copy of records attached as there are no habitants belonging to Schedule Tribes And other Traditional Forest Dwellers. |
| (b) | The diversion of forest land for facilities managed by Government as required under section3(2) of FRA have been completed . | Yes, Copy of records attached as there are no habitants belonging to Schedule Tribes And other Traditional Forest Dwellers. |
| (c) | The proposal does not involve recognized rights of Primitive Tribal groups and Pre-Agriculture Communties. | Yes, Copy of records attached as there are no habitants belonging to Schedule Tribes And other Traditional Forest Dwellers |


 जिला समाज कल्याण अधिकारी
 District Social Welfare Officer
 रुद्रप्रयाग
 Rudraprayag


 Divisional Forest Officer
 रुद्रप्रयाग वन विभाग
 Rudraprayag Forest Division
 रुद्रप्रयाग


 भारत भूखण भट्ट
 सदस्य जिला पंचायत
 रुद्रप्रयाग


 (Manu) Goyal
 District Collector (Rudraprayag)
 जिला अधिकारी
 रुद्रप्रयाग

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अजय कुमार/Ajay Kumar
 अपर महाप्रबंधक (परि०-2)/ आधिकार-कर्णप्रयाग प्रोजेक्ट
 A G M (Project-2)/Rishikesh-Karanprayag Project
 रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
 (भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
 आधिकार (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

कार्यालय-अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी, वन संरक्षण,
इन्दिरानगर फॉरेस्ट कालोनी, उत्तराखण्ड, देहरादून।

E-mail : nodalofficerddn@gmail.com

Phone/ Fax: 0135-2767611

संख्या:- 2502/FP/UK/RAIL/148808/2021 देहरादून: दिनांक: 19 अप्रैल, 2022

सेवा में,

सचिव,
वन अनुभाग-3,
उत्तराखण्ड शासन।

विषय:- जनपद-रूद्रप्रयाग के अन्तर्गत 126 किमी⁰ ऋषिकेश- कर्णप्रयाग नई ब्राड गेज रेल लाईन निर्माण हेतु 0.8511 हे० वन भूमि का गैर वानिकी कार्यों हेतु रेल विकास निगम लि० को प्रत्यावर्तन।
(Online Proposal No- FP/UK/RAIL/148808/2021)

महोदय,

उपरोक्त विषयक परियोजना हेतु मुख्य परियोजना प्रबन्धक, रेल विकास निगम लि०, ऋषिकेश द्वारा वन संरक्षण अधिनियम, 1980 के अन्तर्गत 0.8511 हे० वन भूमि का गैर वानिकी कार्यों हेतु वन भूमि हस्तान्तरण का प्रस्ताव प्रेषित किया गया है। प्रस्ताव पर राजस्व विभाग/प्रभागीय वनाधिकारी, रूद्रप्रयाग वन प्रभाग, रूद्रप्रयाग एवं वन संरक्षक, गढवाल वृत्त, पौड़ी द्वारा भी सहमति प्रदान की गयी है।

प्रस्ताव पर प्रमुख वन संरक्षक (HoFF), महोदय से पत्रावली पर सहमति प्राप्त करने के उपरान्त, ऑनलाईन प्रपत्र भाग-I से भाग-III एवं अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी द्वारा भरे जाने वाले प्रपत्र भाग-IV पर संस्तुति कर संलग्न कर इस आशय से प्रेषित किये जा रहे हैं कि कृपया प्रस्ताव पर सैद्धान्तिक स्वीकृति प्राप्त करने हेतु भारत सरकार को प्रेषित करने का कष्ट करें।

संलग्न-यथोपरि।

भवदीय,

19/4/22
(बी०पी० गुप्ता)

अपर प्रमुख वन संरक्षक एवं
नोडल अधिकारी, वन संरक्षण,
उत्तराखण्ड, देहरादून।

संख्या /FP/UK/RAIL/148808/2021 तददिनांकित।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. प्रमुख वन संरक्षक (HoFF), उत्तराखण्ड, देहरादून।
2. मुख्य वन संरक्षक/गढवाल, पौड़ी को इस निर्देश के साथ प्रेषित कि कृपया समय-समय पर प्रकरण की समीक्षा करने हेतु सम्बन्धित प्रभागीय वनाधिकारी से प्रस्ताव की एक प्रति प्राप्त कर लें।
3. अपर प्रमुख वन संरक्षक भारत सरकार पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय क्षेत्रीय कार्यालय, (उत्तर-मध्य क्षेत्र), 25 सुभाष रोड, देहरादून को प्रस्ताव की मूल प्रति एवं पार्ट I से IV तक संलग्न कर प्रेषित की जा रही है।
4. वन संरक्षक, गढवाल वृत्त, पौड़ी।
5. जिलाधिकारी, जनपद-रूद्रप्रयाग।
6. प्रभागीय वनाधिकारी, रूद्रप्रयाग वन प्रभाग, रूद्रप्रयाग।
7. मुख्य परियोजना प्रबन्धक, रेल विकास निगम लि०, ऋषिकेश।

(बी०पी० गुप्ता)

अपर प्रमुख वन संरक्षक एवं
नोडल अधिकारी, वन संरक्षण,
उत्तराखण्ड, देहरादून।



अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-2) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट

AGM (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise

ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

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भाग-IV

(नोडल अधिकारी अथवा प्रधान मुख्य वन संरक्षक अथवा अध्यक्ष,
वन विभाग द्वारा भरे जाने के लिये)

| | | |
|-----|--|---|
| 17- | <p>टिप्पणी के साथ प्रस्ताव को स्वीकार करने या अन्यथा के लिये राज्य वन विभाग की विस्तृत राय और निर्दिष्ट सिफारिशें।</p> <p>(राय देते समय, सम्बन्धित वन संरक्षक अथवा उप वन संरक्षक की प्रतिकूल टिप्पणी की सुस्पष्ट समीक्षा की जाय और विवेचनात्मक टिप्पणी दी जाय)</p> | <p>प्रमुख वन संरक्षक (HoFF), उत्तराखण्ड द्वारा पत्रावली पर सहमति के पश्चात् प्रस्ताव पर संस्तुति प्रदान की जाती है।</p> |
|-----|--|---|

तिथि: 19/4/22
स्थान: देहरादून

19/4/22

हस्ताक्षर :

नाम और पदनाम

अपर प्रमुख वन संरक्षक
एवं नोडल अधिकारी
उत्तराखण्ड, देहरादून।



अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-2) ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

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ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201



मुख्य परियोजना प्रबंधक कार्यालय
(ऋषिकेश-कर्णप्रयाग नई रेल लाईन परियोजना)
Office of Chief Project Manager
(Rishikesh-Karanprayag New BG Rail Line Project)
RVNL Office Building, Opp. GST Bhavan, Next to GMVN, Shyamour
Bypass Road, Rishikesh-249201
Email: rsnvkn1@gmail.com, Tel: +91-135-2432008

RVNL/RKSH/FRST(Cors)/1/2020/CIVIL/RKSH/114

Dated: 06.07.2023

सेवा में,

उप वन संरक्षक,
रूद्रप्रयाग वन प्रभाग,
रूद्रप्रयाग।

विषय-मल्यासू कोटली मोटर मार्ग के समीप ऋषिकेश-कर्णप्रयाग रेलवे लाईन परियोजना द्वारा जवाड़ी सिविल भूमि में अवैध रूप से उत्सर्जित मलबे का डम्पिंग जोन में 0.5489 है0 में अतिरिक्त मलबा डाले जाने के सम्बन्ध में।

संदर्भ-आपका पत्रांक 3334/12-1 (2) दिनांक 10.04.2023, निरीक्षण टिप्पणी एवं वनक्षेत्राधिकारी दक्षिण जखोली का पत्रांक 613/8-1 दिनांक 16.05.2023 तथा अन्य पत्र।

महोदय,

उक्त संदर्भित पत्रों के क्रम में अवगत कराना है कि रेल विकास निगम लि0 द्वारा ऋषिकेश-कर्णप्रयाग नई ब्रॉड गेज रेल लाईन परियोजना निर्माण के अन्तर्गत अनुपूरक वन भूमि के स्थानांतरण हेतु जवाड़ी सिविल भूमि में 0.8511 है0 भूमि का प्रस्ताव सं0-FP/UK/RAIL/148808/2021 गठित कर राज्य सरकार के माध्यम से MoEF & CC को स्वीकृति हेतु प्रेषित किया गया। उक्त प्रस्ताव पर पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय के एकीकृत क्षेत्रीय कार्यालय, देहरादून के पत्रांक 08 बी/यूसीपी0/07/29/22 एफ सी दिनांक 17.03.2023 के द्वारा स्टेज 1 की स्वीकृति से पूर्व उपवन संरक्षक रूद्रप्रयाग वन प्रभाग से प्रकरण पर आवश्यक विवरण मांगा गया। आपके द्वारा स्थल निरीक्षण करवाये जाने पर वन क्षेत्राधिकारी, दक्षिण जखोली द्वारा प्रशनगत स्थल पर वांछित मात्रा से अतिरिक्त मलबा डम्पिंग के आंकलन को अवैध मानते हुए वन क्षेत्राधिकारी दक्षिण जखोली द्वारा पत्रांक 613/8-1 दिनांक 16.05.2023 के तहत जुर्म केंस सं0 40/2022-23, जुर्म धनराशि रू0 5,51,759.76 जारी किया गया है। इस सम्बन्ध में रेल विकास निगम लि0 को उक्त जुर्म को खारिज करने हेतु निम्नलिखित बिन्दु आपके विचारार्थ प्रेषित किये जा रहे हैं।

1. रेल विकास निगम लि0 की नामित कार्यदायी संस्था द्वारा उक्त स्थल पर जो भी अतिरिक्त मात्रा निस्तारित की गयी है, मे से अधिकांश मात्रा को तोड़ कर कांक्रिट के रूप में रेल मार्ग निर्माण हेतु किया जायेगा। अतः उक्त स्थल पर स्वीकृत मात्रा से बहुत कम मक ही अवशेष रहेगा।
2. उक्त स्थल पर मक डम्पिंग से किसी भी प्रकार की वन सम्पत्ति को नहीं नष्ट किया गया है और न ही प्रभावित किया गया है।
3. ऋषिकेश कर्णप्रयाग नई ब्रॉड गेज रेल लाईन परियोजना के सामरिक एवं राष्ट्रीय महत्त्व को देखते हुये उक्त स्थल पर केवल मौखिक सहमति के आधार पर पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय एकीकृत क्षेत्रीय कार्यालय, देहरादून से स्टेज 1 की त्वरित स्वीकृति की प्रत्याशा में कार्यदायी संस्था द्वारा कार्य किया गया।

क्रमशः.....

Regd. Office : 1st Floor, August Kranti Bhawan, Bhikaji Cama Place, N.K Puram, New Delhi-110066
Tel. : +91-11-26738299 Fax : +91-11-26162957, Web : www.rvnl.org

अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि0-2)/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise

ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

4. वन भूमि स्थानान्तरण की स्वीकृति की प्रक्रिया में अधिक विलम्ब होने के कारण परियोजना निर्माण के लक्ष्य को दृष्टिगत रखते हुये उक्त स्थल पर मलवे का निस्तारण किया जाना स्वीकृति की प्रक्रिया गतिमान होने के अन्तर्गत किया गया अन्यथा परियोजना का निर्माण गम्भीर रूप से बाधित हो जाता।
5. यह भी आपके संज्ञान में लाना है कि राज्य सरकार द्वारा खनन प्रकरणों की स्वीकृति में हुये विलम्ब के कारण सुरंग से निकलने वाले उपयोगी मक को यथा समय उपयोग में नहीं लाया जा सका जिस कारण आवश्यकता से अधिक मक का निस्तारण डम्पिंग यार्ड में करना पड़ा।
6. जवाड़ी सिविल डम्पिंग साइट पर स्टेज-1 की स्वीकृति से पूर्व मक के निस्तारण में हुई अनियमितताओं को नकारा नहीं जा सकता। स्थल की स्वीकृत भूमि से अधिक क्षेत्र गूगल इमेज में परिलक्षित होने के क्रम में यह स्पष्ट करना है कि इस क्षेत्र में मक डम्प करने वाले ट्रकों/वाहनो के आवागमन से धूल मिट्टी उड़ने एवं क्षेत्र के समीपवर्ती वनस्पति पर इसके जमाव होने के कारण मलवे का फैलाव में काफी विस्तृत परिलक्षित हो रहा है। यह भी उल्लेख करना है कि मौके पर आतिथि तक अभी भी कुछ जगह मक डम्पिंग के लिए खाली पड़ी हुई है जिसे आपके संयुक्त निरीक्षण के समय भी इंगित किया गया है।
7. रेल विकास निगम लि० द्वारा मक डम्पिंग क्षेत्रों हेतु किसी भी प्रकार के प्रदूषण को रोकने हेतु सुदृढ़ अभियांत्रिक कार्य किये जाने सुनिश्चित किये जाते हैं ताकि डम्पिंग क्षेत्र को संरक्षित किया जा सके/बरसात में अलकनन्दा नदी की ओर गाद बहकर प्रदूषण न फैला पाये।

अतः उपरोक्त अपरिहार्य परिस्थितियों को देखते हुए एवं डम्पिंग किये गये मलवे को वापस प्रयोग में लाये जाने के तहत जुमाने की धनराशि को निरस्त करने पर सम्यक विचार करने की कृपा करें।

भवदीय,



मुख्य परियोजना प्रबंधक
रेल विकास निगम लि०
ऋषिकेश


अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-2)/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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परियोजना का नाम – उत्तराखण्ड राज्य में 126km कि०मी० ऋषिकेश-कर्णप्रयाग नई ब्रॉड गेज रेल लाईन निर्माण

कार्यालय उपजिलाधिकारी रुद्रप्रयाग
अनुसूचित जनजाति और परम्परागत वनवासी अधिनियम 2006 के तहत
अनापत्ति प्रमाण पत्र
उपखण्ड स्तरीय समिति रुद्रप्रयाग

उत्तराखण्ड में जनपद रुद्रप्रयाग के अन्तर्गत उत्तराखण्ड राज्य में 126km कि०मी० ऋषिकेश-कर्णप्रयाग नई ब्रॉड गेज रेल लाईन निर्माण परियोजना के निर्माण हेतु 0.8511 हे० सिविल वन भूमि जो कि जावेड़ी ग्राम में स्थित हैं। भारतीय रेल के पक्ष में भारत सरकार का पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय द्वारा प्रत्यावर्तित करने हेतु आवेदन प्रस्तुत किया गया ।

उक्त प्रकरण के विषय में उपजिलाधिकारी कार्यालय में उपजिलाधिकारी की अध्यक्षता में प्रयोक्ता एजेन्सी द्वारा आवेदिन सिविल वन भूमि के सम्बन्ध में अनापत्ति प्रमाण पत्र निर्गत करने हेतु विस्तृत चर्चा की गई यह कि वन अधिकार अधिनियम 2006 के प्राविधानों के तहत आवेदित सिविल वन भूमि अनुसूचित जनजाति और अन्य परम्परागत वन निवासी का कब्जा कृषि कार्य है अथवा नहीं।

उपखण्ड स्तरीय समिति के सभी सदस्यों द्वारा स्पष्ट किया गया कि उक्त सिविल वन भूमि में किसी भी अनुसूचित जनजाति और अन्य परम्परागत वन निवासी का कब्जा कृषि कार्य नहीं किया जा रहा है।

सर्वसम्मति से उपखण्ड रुद्रप्रयाग परिक्षेत्र के अन्तर्गत उत्तराखण्ड राज्य में 126 कि०मी० ऋषिकेश-कर्णप्रयाग नई ब्रॉड गेज रेल परियोजना निर्माण हेतु 0.8511 हे० सिविल वन भूमि ग्राम जावेड़ी में भारतीय रेल (परियोजना एजेन्सी) को जनहित में सक्षम प्राधिकारी से अनुमति प्राप्त कर प्रत्यावर्तित किये जाने पर सहमति व्यक्त की गयी ।

उप जिलाधिकारी/अध्यक्ष
उपखण्ड स्तरीय वन अधिकारी समिति
तहसील – रुद्रप्रयाग
जनपद – रुद्रप्रयाग

प्रतिलिपि:- जिलाधिकारी रुद्रप्रयाग को सूचनार्थ एवं आवश्यक कार्यवाही हेतु ।

उप जिलाधिकारी/अध्यक्ष
उपखण्ड स्तरीय वन अधिकारी समिति
उप जिलाधिकारी तहसील – रुद्रप्रयाग
रुद्रप्रयाग जनपद – रुद्रप्रयाग



अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-2)/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
A G M (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
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कार्यालय उपजिलाधिकारी रुद्रप्रयाग
उपखण्ड सतरीय समिति रुद्रप्रयाग

आज दिनांक 26/8/21.....का उत्तराखण्ड राज्य में 126 कि०मी० ऋषिकेश -कर्णप्रयाग चई ब्रॉड गेज रेल लाईन निर्माण परियोजना हेतु वन भूमि हस्तान्तरण प्रस्ताव के सम्बन्ध में वन अधिनियम 2006 एवं नियम 2008 के अन्तर्गत उपखण्ड स्तरीय वन अधिकार समिति सदस्यों की उपस्थिति निम्नानुसार है।

| क्र० सं० | अधिकारी का नाम | पद नाम | हस्ताक्षर |
|----------|--------------------|-----------------------------------|-----------|
| 1 | श्री जय किशन (IAS) | उपजिलाधिकारी /अध्यक्ष रुद्रप्रयाग | |
| 2 | | उप प्रभागीय वनाधिकारी रुद्रप्रयाग | |
| 3 | संजीव पाल | सहायक समाज कल्याण अधिकारी | |
| 4 | रविन्द्र झा | बी०डी०सी० क्षेत्र जवाड़ी | |

Gaurav Negi
दिन के कार्यालयीन
कक्षी जखोली रेंज

अजय कुमार / Ajay Kumar
अपर महाप्रबंधक (परि०-2/ ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karnaprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201

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BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI

ORIGINAL APPLICATION NO.....OF 2024

In the matter of:-

District-

JOT SINGH BISHT

.....Petitioner (s)

Versus

STATE OF UTTARAKHAND & OTHERS

.....Respondent(s)

I/We.....AJAY KUMAR S/O SHRI NARENDRA KUMAR
R/o.....HOUSE No. 56, SHANTIVIHAR, KANWALI ROAD, DEHRA DUN

In the case noted above Shri.....
each of Servsri.....ANANYA THAPLIYAL
Advocate is hereby appointed as counsel, to appear, plead and act on behalf of the undersigned, in any manner, he thinks it proper, either himself or through any other advocate, and in particular to do the following ,namely:-

To receive any process of Court (including any notice from any appellate or Revisional Court), to file any applications, petitions or pleadings, to file, produce or receive back any documents, to withdraw or compromise the proceedings, to refer any matter to arbitration, to deposit or withdraw any money, to execute any decree or order, to certify payment, and receive any moneys due Under such decree of order.

The undersigned shall be bound by all whatsoever may be done in the aforesaid case (including any appeal or revision there from) for and on behalf of the undersigned by any of said counsel.

Signature.....

Name in full.....AJAY KUMAR


Date.....15.07.2024

Attesting witness

Name in full.....VIJAY DANGWAL

Address.....R.V.N.L. office, Rishikesh, Distt Dehradun

Date.....15.7.2024

Accepted/Accepted on the strength of the signatures of the attesting witness. 

Dated: 17/05/20.2.4


(Ananya Thapliyal)

Advocate

Reg. No. UK- 1059/2021

Bar. No.

Counsel for petitioner(s)/ Respondent(s)/Appellant(s)





अजय कुमार/Ajay Kumar

अपर महाप्रबंधक (परि०-२) ऋषिकेश-कर्णप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karnaprayag Project

रेल विकास निगम लि./ Rail Vikas Nigam Ltd.

(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise

ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201



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Ananya Thapliyal <thapliyalananya15@gmail.com>

Advance Service/ Advance Notice

Ananya Thapliyal <thapliyalananya15@gmail.com>

Mon, Aug 26, 2024 at 8:34 PM

To: msukpcb@yahoo.com, roueppcb@gmail.com, ms.ueppcb@gmail.com, ipshita@alcadvocates.com


Dear Sir/ Madam,

With reference to O.A. No. 44 of 2024, Jot Singh Bisht v. State of Uttarakhand
Kindly find attached along with this email the copy of the entire Objection Application along with all the annexures in pdf format, filed on behalf of Respondent No.4 i.e., Rail Vikas Nigam Ltd..

This is for the purpose of Advance Service/ Advance Notice.

Kind Regards
Ananya Thapliyal
(Advocate for Respondent No.4)

Office/ Residence- Flat No. 6152, 15th floor,
Maple Tower, Parx Laureate,
Sector 108, Noida
Mobile No.- 8979055846
Email Id- thapliyalananya15@gmail.com

 Objection filed by Respondent No.4 (Rail Vikas Nigam Ltd.).pdf

अजय कुमार/Ajay Kumar
अपर महाप्रबंधक (परि०-२/ ऋषिकेश-कर्मप्रयाग प्रोजेक्ट
AGM (Project-2)/Rishikesh-Karanprayag Project
रेल विकास निगम लि./ Rail Vikas Nigam Ltd.
(भारत सरकार का उपक्रम)/ A Govt. of India Enterprise
ऋषिकेश (उत्तराखण्ड)-249201/ Rishikesh (Uttarakhand)-249201