

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
OA NO. 1250 OF 2024**

IN THE MATTER OF:

Bhartiya Kisan Union Purwa through its Secretary ... Petitioner

v.

Union of India & Ors. ... Respondents

INDEX

S. NO.	PARTICULARS	PAGE NO.
1.	Short Affidavit on behalf of the Respondent No. 6, M/s. GPT Infraprojects Limited	1-16
2.	Annexure A: Copy of the Board Resolution dated 17 May 2024	17
3.	Annexure B: Copy of Letter of Award dated 17.10.2023 issued in favour of Respondent No. 6	18
4.	Annexure C: Relevant excerpts from the EPC Contract dated 21.11.2023 executed between the Respondent No. 6 and the National Highway Authority of India	19-54
5.	Annexure D: Copy of the letter dated 21.12.2023 issued by NHAI to Respondent No. 6 along with the Environmental Permits and IWAI approval	55-67
6.	Annexure E: Copy of the letter dated 19.12.2023 issued by NHAI to Respondent No. 6	68-69
7.	Annexure F: Copies of the relevant documents relating to the execution of works before the Maha Kumbh 2025	70-78
8.	Annexure G: Copy of the recommendation of the District Ganga Committee under the cover of letter dated	79-83

	28.02.2025 of the NHAI to the State Mission for Clean Ganga, Uttar Pradesh	
9.	Annexure H: Copy of the minutes of the 8 th Cell meeting of the National Mission for Clean Ganga dated 24.03.2025	84-89
10.	Annexure I: Copy of the letter dated 24.03.2025 of the Respondent No. 6 to the National Mission for Clean Ganga	90-94
11.	Annexure J: Copy of the letter dated 23.12.2023 issued by the Respondent No. 6 to the NHAI	95
12.	Annexure K: Copy of the payment proof of environmental compensation of Rs. 10,00,000 imposed by the Uttar Pradesh Pollution Control Board	96-97
13.	Annexure L: A copy of the Consolidated Consent to Operate and Authorisation dated 09.04.2025 under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981	98-103

14. PROOF OF SERVICE

104

Through:



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28 April 2025

Place: New Delhi

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
OA NO. 1250 OF 2024**



IN THE MATTER OF:

Bhartiya Kisan Union Purwa through its Secretary ... Petitioner

v.

Union of India & Ors. ... Respondents

**SHORT AFFIDAVIT ON BEHALF OF THE RESPONDENT
NO. 6, M/S. GPT INFRAPROJECTS LIMITED**

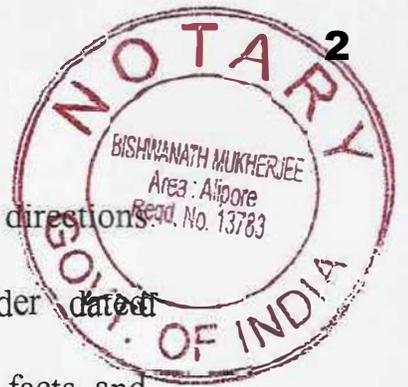
I, Amrit Jyoti Tantia, S/O Mr. Shree Gopal Tantia, aged about 33 years, being the authorized representative for the Respondent No. 6 Company – M/s. GPT Infraprojects Limited, having office at JC – 25, Sector – III, Salt Lake, Kolkata – 700 106, do hereby solemnly affirm and state as under:

1. That I am working as Director with the Respondent No. 6 Company and as such am duly authorized to swear and affirm the present affidavit on behalf of the Respondent No. 6 Company by virtue of the Board Resolution dated 17th May, 2024, which is annexed herewith and marked as **Annexure A**.

BISHWANATH MUKHERJEE
NOTARY
Govt. of India
Regd. No. 13783

26 APR 2025





2. The present affidavit is being filed in terms of the directions issued by this Hon'ble Tribunal *vide* its order dated 15.01.2025, to place the necessary and relevant facts and documents on record for just and proper adjudication of the captioned matter.

3. The Respondent No. 6, GPT Infraprojects Ltd, is a flagship company of the GPT Group which is engaged in civil and infrastructure projects across India, possessing more than four decades of experience in the sector. The Respondent No. 6 is also one of India's only concrete sleeper manufacturers to have multiple manufacturing locations both domestically and internationally (South Africa, Namibia and Ghana). The Respondent No. 6 is an environmentally conscientious business entity and constantly utilizes state-of-the-art technologies in its construction activities to prevent any environmental pollution and has taken several measures towards protection of the environment in its various construction and infrastructure projects across the country.

4. The captioned Original Application has been filed by the Applicant *inter alia* alleging a) violation of the provisions of

26 APR 2025

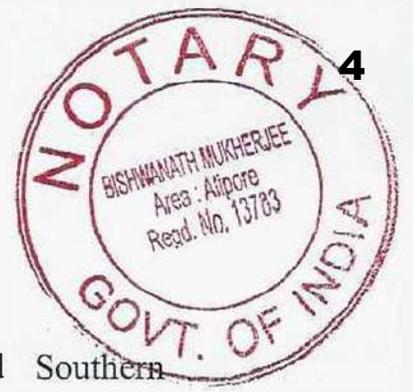


the River Ganga (Rejuvenation, Protection and Management) Authorities Order, 2016 ("Ganga Rejuvenation Order") and b) allegedly setting up of batching plants without obtaining applicable permits from the Uttar Pradesh Pollution Control Board; for the works carried out by the Respondent No. 6 in the Ganga-Sangam Major Bridge Project (as defined and described hereinafter).

5. In view of the observations made by this Hon'ble Tribunal in its order dated 15.01.2025, it is deemed necessary to file the present affidavit to place on record the relevant details pertaining to the Project (defined hereinafter). The present affidavit is being filed only to place on record the details and documents relating to the approvals of the NMCG and the Uttar Pradesh Pollution Control Board and any other submissions in the Original Application shall be deemed to be denied unless specifically admitted to hereinafter by the Respondent No. 6.

26 APR 2025



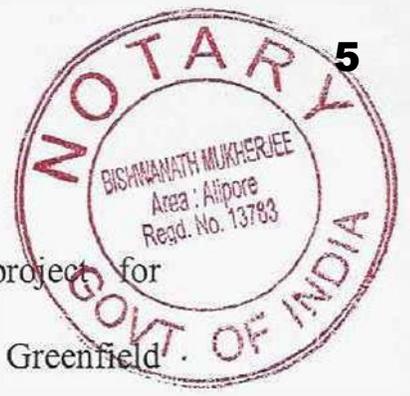


Background of the Project

6. The subject Project is a part of greenfield Southern Bypass/Inner Ring Road of 64.763 Km proposed around the city of Prayagraj, out of a total length of 96.763 KM under the Prayagraj Inner Ring Road project. The Prayagraj Southern Bypass begins at Nawabganj on NH-19, heading southward around Prayagraj and then reconnects to NH-19 near Sahson village. The road connects key national highways being NH-19, NH-30, NH-35, NH-319D and the old GT Road at two points. The greenfield project involves the construction of two major bridges over the Ganga River and one major bridge over the Yamuna river. Once completed, it is expected that the road will help ease traffic congestion within Prayagraj city and provide significant benefits during the Maghmela held every year and Kumbh Mela held at every 6 and 12 years in the city, easing the travel for the pilgrims entering the city.
7. The Prayagraj Southern Bypass project has been divided into 2 phases. Phase – 1 (total length 31.440 km) has been further divided into 3 packages out of which at present, construction is ongoing for Package-2 and Package-3 of Phase-1.

26 APR 2025

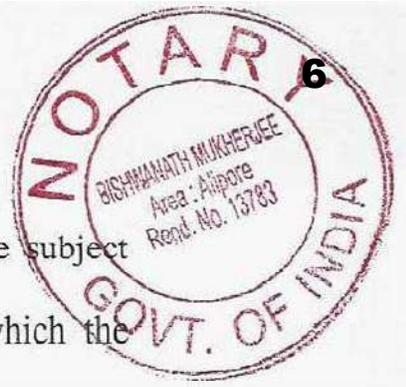




8. The Respondent No. 6 was awarded the project for construction of new 4 lane Prayagraj Southern Greenfield Bypass from Design KM. 43.200 (near Mahuwari) to Design KM. 50.860 (near Nababa Urf Nibi Kala Uparhar) (Design Length 7.660 km) Package-2 under Phase-I on NH-19 under Bharatmala on EPC mode in the State of Uttar Pradesh (“**the Project**”); by the National Highway Authority of India (“**NHAI**”) pursuant to the Letter of Award dated 17.10.2023. Pursuant thereto, the Engineering Procurement and Construction Contract dated 21.11.2023 was entered into between the NHAI and the Respondent No. 6. A copy of the Letter of Award dated 17.10.2023 is annexed herewith and marked as **Annexure B** and the relevant excerpts from the EPC Contract is annexed herewith and marked as **Annexure C**.
9. The Project also involves construction of a 2X3-Lane major bridge of length 3.1 km with independent RHS & LHS carriageway to be constructed on river Ganga under Package-2 under Phase-I. Package – 2 comprises total length of 7.660 Km and the bridge will connect Naini (near Lawayankala village) and Jhunsi (near Nababa Uparhar) areas of Prayagraj

26 APR 2025



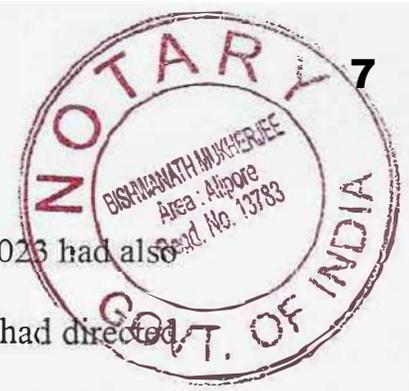


("Major Bridge"). The Major Bridge works is the subject matter of the present proceedings in respect of which the Applicant has raised the afore-stated issues which are being dealt with hereinafter.

10. The Project was approved by the Network Planning Group (NPG) under PM GatiShakti after due evaluation on 02.08.2023. Further, the Environmental Clearance for the complete length of 64.763 KM was obtained from the Ministry of Environment and Forests and Climate Change on 14.11.2023 and the Forest clearance was granted by the MoEFCC on 30.10.2023. The NHAI, being contractually responsible for obtaining the relevant environmental permits, informed the Respondent No. 6 *vide* its letter dated 21.12.2023 that the aforesaid permits have been obtained along with the approval from the Inland Waterways Authority of India dated 23.10.2023 for the GADs for the Major Bridge works under the Project. A copy of the letter dated 21.12.2023 alongwith the Environmental Permits and IWAI clearance is annexed herewith and marked as **Annexure D**.

26 APR 2025





11. Pertinently, the NHAI *vide* its letter dated 19.12.2023 had also declared the said date as the Appointed Date and had directed the Respondent No. 6 to commence the Project Activities. A copy of the letter dated 19.12.2023 is annexed herewith and marked as **Annexure E**.

12. Pursuant to the directions issued by the NHAI, the Respondent No. 6 commenced the construction works under the *bona fide* belief that the necessary environmental clearances had already been obtained by Respondent No. 5, as also notified to the Respondent No. 6.

13. Further, Respondent No. 6 was acting on the strict timelines imposed by the State Government of Uttar Pradesh, as well as the monitoring from the PMO, due to the urgency driven by the necessity to facilitate the movement of traffic for Maha Kumbh 2025. Specifically, for Maha Kumbh 2025 the target was set by Mela Authority for completion of 5.6 km service road (2.8 km either side) to facilitate traffic movement going out from the Mela parking on Arail Ghat side which was completed by the Respondent No. 6 well ahead of the target set for 31st December 2024. The construction of the service road

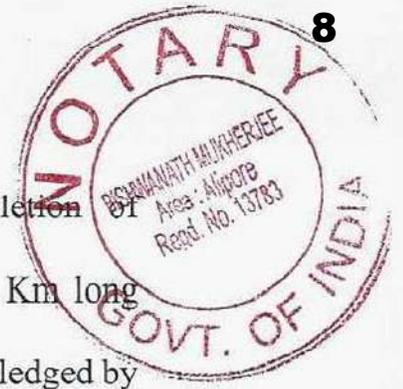
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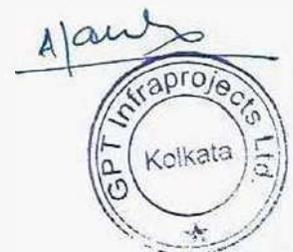
was critical from the point of view of completion of construction of foundation and substructure of 1.1 Km long Viaduct inside the UPSIDA premises. It was acknowledged by Mela Authority as well as top officials of NHAI in regular review meetings that the Respondent No. 6 were the first Contractor to complete the targeted works after completion of foundation and substructure up to Pier for the viaduct within a short duration of 4 months, thus aiding and helping in smooth vehicular traffic movement during Maha Kumbh 2025 and decongestion of major choking zones during the festival. Therefore, for the said reason too, the works under the Project had to be commenced immediately. The copies of the relevant documents with respect to Maha Kumbh 2025 are annexed herewith and marked as **ANNEXURE F (Colly)**.

NMCG Approval

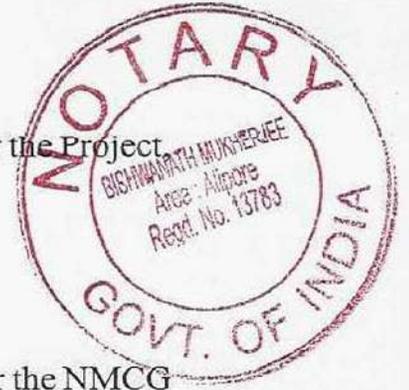
14. While the construction activities were undertaken by the Respondent No. 6 under a *bona fide* belief that the NHAI had obtained the requisite approvals and in view of the urgency due to the Maha Kumbh 2025, it had later transpired that the NHAI



26 APR 2025



had failed to procure the approval of the NMCG for the Project in terms of the Ganga Rejuvenation Order.



15. The NHAI, being the project proponent, applied for the NMCG approval *vide* its application ID NMCG2024101717233 dated 17.10.2024. Subsequently, the proposal of the Respondent No. 5, NHAI, for approval of the Project by the District Ganga Committee was taken up at its meeting held on 06.01.2025. After considering the submissions of the Respondent No. 5, the District Ganga Protection Committee was pleased to make the following observations in support of its recommendation for the Project:

- a. Construction of the Prayagraj Southern Bypass/Inner Ring Road will be very critical for reducing congestion of traffic inside Prayagraj city especially looking at the growing vehicle count in the city. Construction of Prayagraj Southern Bypass/Inner Ring Road will also lead to reduction in pollution level inside the city.
- b. Construction of Inner Ring Road will also help in getting relief from the issue of no entry of heavy traffic in Prayagraj and hence will enhance economic output.

26 APR 2025

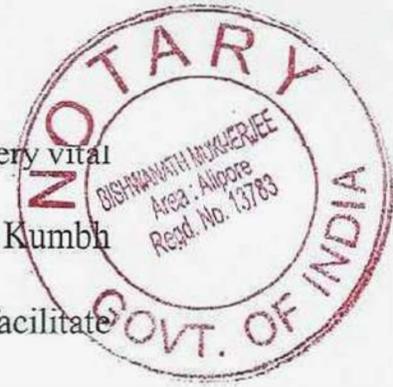


c. Prayagraj Southern Bypass/Inner Ring will play a very vital role in organizing Maghmela held every year and Kumbh mela held at every 6 & 12 years and it will facilitate smoother movement of traffic.

d. At present Shastri Bridge on river Ganga serves as only connectivity for traffic crossing the river Ganga. Construction of Major Bridge on river Ganga under Package-2 in Phase-I will also be very critical as it will provide additional option for crossing Ganga river especially in contingency situation which also demands diversion of traffic.

Pursuant to the above observations, the District Committee was pleased to sanction the approval for construction of the Major Bridge on river Ganga connecting Naini (near Lawayankala Village) and Jhunsi (near Nababa Uprahar village) under the Prayagraj Ring Road project.

The said recommendation of the District Ganga Committee was forwarded by the NHAI under the cover of its letter dated 28.02.2025 to the State Mission for Clean Ganga, Uttar



26 APR 2025

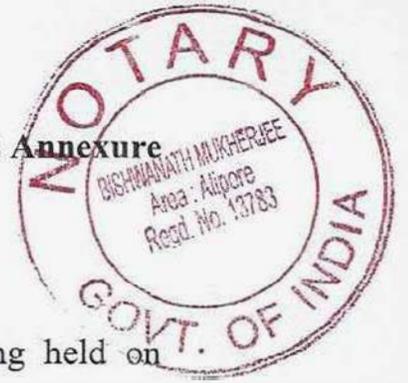


Pradesh, which is annexed herewith and marked as **Annexure**

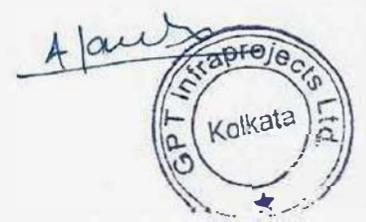
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16. Subsequently, the NMCG at its 8th Cell meeting held on 24.03.2025 made certain observations on the presentation given by the Respondent No. 5 and 6 with respect to the Project and basis thereof, recommended the proposal for approval of the competent authority. It is submitted that the formal approval of the NMCG to NHAI for the Project is currently awaited however it is pertinent to note that the various functionaries under the Ganga Rejuvenation Order have considered the national importance of the Project and have verified the contours of the Major Bridge works and accordingly have unequivocally recommended the approval of the NHAI's proposal. A copy of the minutes of the 8th Cell meeting of the NMCG held on 24.03.2025 is annexed herewith and marked as **Annexure H.**

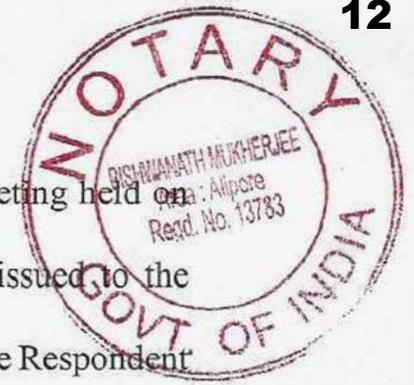
17. The Respondent No. 6 *vide* its letter dated 24.03.2025 also issued its clarifications and explanations in respect of the observations made at the aforesaid meeting of the NMCG. Therefore, it is expected that since the in-principle approval



26 APR 2025



has been recommended by the NMCG at its meeting held on 24.03.2025, the formal approval will soon be issued to the NHAI. A copy of the letter dated 24.03.2025 of the Respondent No. 6 is annexed herewith and marked as **Annexure I**.



Consent to Operate/Consent to Establish

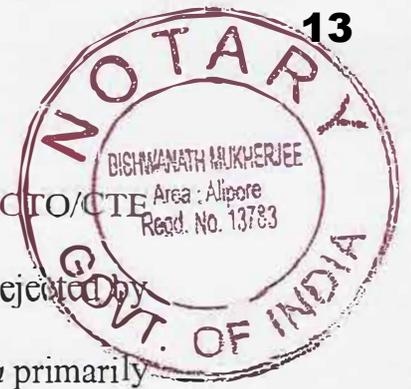
18. The Respondent No. 6 had approached UPPCB for the Consent to Establish (CTE)/Consent to Operate (CTO) from Respondent No. 4 in September 2024 for the batching plant. However, the UPPCB did not consider the application due to non-approval for the Project by the NMCG for the construction of the Major Bridge. This was informed to the NHAI contemporaneously verbally after discussion with UPPCB. Subsequently, this was again clarified by the Respondent No. 6 to the NHAI *vide* its letter dated 23.12.2024 where it was categorically stated that the UPPCB had advised that NOC has to be obtained from NMCG first followed by issuance of permit by the Pollution Control Board. The copy of the letter dated 23.12.2024 is annexed herewith and marked as **Annexure -J**.

26 APR 2025



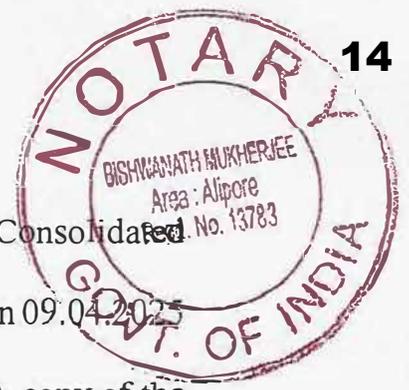
19. The Respondent No. 6 again applied online for the CTO/CTE from the UPPCB on 06.01.2025 which was again rejected by the UPPCB *vide* its letter dated 03.03.2025 *inter alia* primarily for the reason that NOC of the NMCG had not been obtained.

20. Subsequently, the NMCG also categorically clarified at its 8th Cell meeting held on 24 March 2025 that the consent to operate the batching plant and prior permission from NMCG should be processed independently to prevent unnecessary delays in a project of national importance. The Respondent No. 6 accordingly again applied for the Consent to Operate under the Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974 and Waste (Management and Transboundary Movement) Rules, 2016 *vide* its statutory FORM I dated 29.03.2025. While it is evident that the delay in approval and grant of the CTO is primarily due to the UPPCB's insistence on approval of the NMCG and the NHAI's failure to procure the NMCG's approval prior to the commencement of the Project; the Respondent No. 6 also paid the environmental compensation of Rs. 10,00,000/- levied by the UPPCB in the interest of the timely execution of the



26 APR 2025





Project. Subsequently, UPPCB has issued the Consolidated CTO and Authorization to the Respondent No. 6 on 09.04.2025 for its Batching Plant CP-30 at Lawayan Kalan. A copy of the payment proof of environmental compensation of Rs. 10,00,000 is annexed herewith and marked as **Annexure -K**. A copy of the Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Fresh) under Section-25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section-21 of the Air (Prevention & Control of Pollution) Act, 1981 dated 09.04.2025 is annexed herewith and marked as **Annexure -L**.

21. It is therefore submitted that the Respondent No. 6 has obtained the necessary CTO for the batching plant being used for the construction of the Major Bridge over River Ganga after paying the environmental compensation assessed and levied by the Respondent No. 4. While the Project had to be commenced at the earliest due to its national importance at the directions of the NHAI, the Respondent No. 6's application for the CTO could not be processed only due to the above reasons,

26 APR 2025



including a misconceived interpretation of law that the NMCG approval was a pre-requisite for the grant of the CTO.



22. It is therefore submitted that the Respondent No. 6 has ensured compliance with the applicable laws for the construction of the Project and the connected activities thereto.

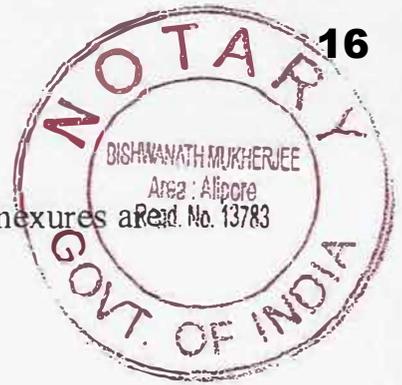
23. It is further most respectfully submitted that the Project is presently under construction and any stoppage of work would lead to adverse technical and environmental ramifications considering the present status of works and would also significantly push back the Project which is of national importance. Any abrupt stoppage of work at this stage would in fact be detrimental and against the objective of the Ganga Rejuvenation order.

24. Therefore, in view of the above and considering that the Respondent No. 6 has ensured compliance with the applicable provisions of law, it is most respectfully prayed that the captioned proceedings may be disposed off.

25. That the above statements are true and correct to my knowledge based on the records maintained by the Respondent

26 APR 2025





No. 6 in the regular course of its business. The annexures are true copies of their respective originals.

Alamy
DEPONENT

VERIFICATION

I, Amrit Jyoti Tantia, the abovenamed deponent do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge, and belief, no part of it is false and nothing material has been concealed therefrom.

Verified by me on 26th April 2025 at Kolkata.

Alamy
DEPONENT

BISHWANATH MUKHERJEE
NOTARY
Govt. of India
Regd. No. 13783

26 APR 2025



GPT Infraprojects Limited

Regd. Office: GPT Centre, JC-25, Sector III, Salt Lake, Kolkata – 700 106, India CIN : L20103WB1980PLC032872
Phone : +91-33-4050-7000, Email : info@gptgroup.co.in , Visit us: www.gptgroup.co.in

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF GPT INFRAPROJECTS LIMITED HELD AT ITS REGISTERED OFFICE AT GPT CENTRE, JC-25, SECTOR-III, SALT LAKE, KOLKATA-700106 ON MAY 17, 2024.

RESOLUTION NO. 08/17052024

AUTHORISATION FOR ISSUANCE OF POA AND LEGAL MATTERS

The Committee was informed that the Board at its meeting held today i.e. May 17, 2024, had appointed Mr. Amrit Jyoti Tantia as an Additional Whole-time Director of the Company, designated as Director (Projects) of the Company subject to approval of shareholders in the ensuing General Meeting who shall be responsible for monitoring and overseeing the Projects being executed by the Company including client interaction and material procurements. Mr. Amrit Jyoti Tantia was earlier holding the Position of Vice President (Operations) of the Company and so there is a need to also authorise him to issue power of Attorney on behalf of the Company to any officials or employees and other persons for tender and further authorize him to deal with the legal matters of the Company in his capacity of Director (Projects) along with other directors of the Company. The Committee discussed and passed the following resolution:

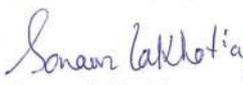
“RESOLVED THAT Mr. D.P. Tantia, Chairman, Mr. S. G. Tantia, Managing Director, Mr. Atul Tantia, Executive Director & CFO, Mr. Vaibhav Tantia, Director & COO and Mr. Amrit Jyoti Tantia, Director (Projects) of the Company be and are hereby authorized individually and/or severally to appoint Attorney(s) from time to time for and on behalf of the Company with such powers and authorities as may be deemed fit and proper for the conduct business of the Company.”

“RESOLVED FURTHER THAT Mr. D.P. Tantia, Chairman, Mr. S. G. Tantia, Managing Director, Mr. Atul Tantia, Executive Director & CFO, Mr. Vaibhav Tantia, Director & COO and Mr. Amrit Jyoti Tantia, Director (Projects) be and are authorized individually and/or severally to execute, sign and deliver the Power of Attorney(s).”

“RESOLVED FURTHER THAT Mr. D.P. Tantia, Chairman, Mr. S. G. Tantia, Managing Director, Mr. Atul Tantia, Executive Director & CFO, Mr. Vaibhav Tantia, Director & COO and Mr. Amrit Jyoti Tantia, Director (Projects) be and are also authorized individually and/or severally to present the said Power of Attorney before the Notary Public or the registrar in the manner require for registration and to affix the Common Seal of the Company wherever required.”

“RESOLVED FURTHER THAT Mr. D.P. Tantia, Chairman, Mr. S. G. Tantia, Managing Director, Mr. Atul Tantia, Executive Director & CFO, Mr. Vaibhav Tantia, Director & COO and Mr. Amrit Jyoti Tantia, Director (Projects) be and are also authorized individually and/or severally to represent, appear and make submission on behalf of the Company before any Tribunal (s) including Arbitral Tribunal, Court or Courts, Municipality, Municipal corporation, Labour Departments or any other Government Authority and Semi- Government Authority to sign and execute statements, appeals, complaints, suits, writ, affidavits, verifications, declarations, application, complaint, give oral and/or written evidence, give deposition, arbitration related applications, claims, counter claims, documents, pleadings required to be submitted and / or filed for and on behalf of the Company before any Tribunal(s) including Arbitral Tribunal, Court or Courts, Municipality, Municipal Corporation, Labour Departments or any other Government Authority, Semi-Government Authority, respective appropriate authorities etc. as required under any law prevalent / in force in the state and / or union territories of India and also to appoint Lawyers, Advocates and to sign Vakalatnama for the representation and appearance before any Tribunal(s) including Arbitral Tribunal, Court or Courts, Municipality , Municipal Corporation, Labour Departments or any other Government Authority, Semi- Government Authority, respective appropriate authorities and do all such acts, deeds and things as may be necessary or required in connection therewith or incidental thereto”

Certified True Copy
For GPT Infraprojects Limited


Sonam Lakhotia
Company Secretary
Mem No. A41358





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

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

जी-5 एंड 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



ORIGINAL

Date: 17.10.2023

NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E-182284/ 321

To,

M/s GPT Infra Projects Ltd.
"GPT Ceentre", JC-25, Sector III,
Salt Lake, Kolkata-700106.
Tel. No.: 033-4050-7000
Email: giltender@gptgroup.co.in.

Sub.: Construction of new 4 lane Prayagraj Southern Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Ka la Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of UP under Bharatmala on EPC mode [Tender ID: 2022_NHAI_139085_1]-Letter of Acceptance (LOA)-Reg.

Ref.: Your bid for the subject work dated 24.08.2023.

Sir,

This is to notify you that your Bid dated 24.08.2023 for execution of the subject project, at your quoted bid price amounting to Rs. 739,00,00,000/- (Rupees Seven hundred and Thirty Nine Crore only) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Clause 1.3 of the RFP.

3. You are also requested to furnish Performance Security for an amount of Rs. 22,17,00,000/- (Rupees Twenty Two Crore and Seventeen lakh only) and Additional Performance Security for an amount of Rs. 11,99,84,000/- (Rupees Eleven Crore Ninety Nine lakh and Eighty Four thousand only) as per Clause 2.21 of the RFP within 30 (thirty) days of receipt of this Letter of Acceptance (LOA). In case of delay in submission of Performance Security and Additional Performance Security, if any, you may seek extension of time for a period not exceeding 60 (Sixty) days in accordance with Clause 2.21 of RFP.

4. In case of failure of submission of Performance Security, Additional Performance Security (if any) and Security against Damages (if any) within the additional 60 (Sixty) days time period, the award shall be deemed to be cancelled and Bid security shall be encashed by the Authority as per Clause 2.21 of the RFP.

Yours faithfully,

(M.K. Bansal)
GM(T)-UP(E)

Copy to:

- I. RO Varanasi
- II. PD PIU Prayagraj





**EPC
AGREEMENT**

for

CONSTRUCTION OF NEW 4 LANE PRAYAGRAJ SOUTHERN GREENFIELD BYPASS FROM DESIGN KM. 43.200 (NEAR MAHUARI) TO DESIGN KM. 50.860 (NEAR NABABA URF NIBI KALA UPARHAR) (DESIGN LENGTH 7.660 KM) PACKAGE-2 UNDER PHASE-I ON NH-19 IN THE STATE OF UTTAR PRADESH UNDER BHARATMALA ON EPC MODE

CONTRACT AGREEMENT

Between

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5&6, Sector-10, Dwarka, New Delhi-110075

And

GPT Infraprojects Limited
"GPT Centre", JC-25, Sector III, Salt Lake, Kolkata- 700106,
West Bengal, India

November, 2023

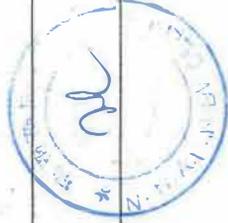


Table of Contents

Part I		01
<u>Preliminary</u>		
1	<u>Definitions and Interpretations</u>	06
1.1	Definitions	06
1.2	Interpretation	15
1.3	Measurements and arithmetic conventions	18
1.4	Priority of agreements and errors/discrepancies	18
1.5	Joint and several liability	18
Part II		
Scope of Project		
2	<u>Scope of the Project</u>	21
2.1	Scope of the Project	21
3	<u>Obligations of the Authority</u>	22
3.1	Obligations of the Authority	22
3.2	Maintenance obligations prior to the Appointed Date	24



3.3	Environmental Clearances	24
3.4	Deemed Termination upon delay	24
4	<u>Obligations of the Contractor</u>	25
4.1	Obligations of the Contractor	25
4.2	Obligations relating to sub-contracts and any other agreements	27
4.3	Employment of foreign nationals	28
4.4	Contractor's personnel	28
4.5	Advertisement on Project Highway	29
4.6	Contractor's care of the Works	29
4.7	Electricity, water and other services	29
4.8	Unforeseeable difficulties	29
4.9	Co-ordination of the Works	30
4.10	Environmental Measures	30
4.11	Site Data	30
4.12	Sufficiency of Contract Price	31
4.13	Clearance of the Site	31
4.14	Obligations relating to Local content	31
5	<u>Representations and Warranties</u>	33
5.1	Representations and warranties of the Contractor	33
5.2	Representations and warranties of the Authority	36
5.3	Disclosure	37
6	<u>Disclaimer</u>	38



6.1	Disclaimer	38
<u>Part III</u>		39
<u>Construction and Maintenance</u>		39
7	<u>Performance Security</u>	40
7.1	Performance Security	40
7.2	Extension of Performance Security and Additional Performance Security	41
7.3	Appropriation of Performance Security	41
7.4	Release of Performance Security	42
7.5	Retention Money	42
8	<u>Right of Way</u>	43
8.1	The Site	43
8.2	Procurement of the Site	43
8.3	Damages for delay in handing over the Site	44
8.4	Site to be free from Encumbrances	47
8.5	Protection of Site from encroachments	47
8.6	Special/ temporary Right of Way	47
8.7	Access to the Authority and the Authority's Engineer	48
8.8	Geological and archaeological finds	48
9	<u>Utilities and Trees</u>	49
9.1	Existing utilities and roads	49
9.2	Shifting of obstructing utilities	49
9.3	New utilities	50



9.4	Felling of trees	50
9.5	Dismantling of structures	51
9.6	Development Period	51
10	<u>Design and Construction of the Project Highway</u>	52
10.1	Obligations prior to commencement of Works	52
10.2	Design and Drawings	54
10.3	Construction of the Project Highway	56
10.4	Maintenance during Construction Period	58
10.5	Extension of time for completion	58
10.6	Incomplete Works	60
10.7	Maintenance Manual	60
10.8	As-Built Records	60
10.9	Contractor's Use of Authority's Documents	60
11	<u>Quality Assurance, Monitoring and Supervision</u>	62
11.1	Quality of Materials and workmanship	62
11.2	Quality control system	62
11.3	Methodology	62
11.4	Inspection and technical audit by the Authority	63
11.5	External technical audit	63
11.6	Inspection of construction records	63
11.7	Monthly progress reports	63
11.8	Inspection	65
11.9	Samples	65



11.10	Tests	65
11.11	Examination of work before covering up	66
11.12	Rejection	66
11.13	Remedial work	67
11.14	Delays during construction	67
11.15	Quality control records and Documents	67
11.16	Video recording	68
11.17	Suspension of unsafe Construction Works	71
11.18	Staff and Labour	71
12	<u>Completion Certificate</u>	75
12.1	Tests on Completion	75
12.2	Completion Certificate	75
12.3	Rescheduling of Tests	76
13	<u>Change of Scope</u>	77
13.1	Change of Scope	77
13.2	Procedure for Change of Scope	77
13.3	Payment for Change of Scope	79
13.4	Restrictions on Change of Scope	80
13.5	Power of the Authority to undertake Works	80
14	<u>Maintenance</u>	81
14.1	Maintenance obligations of the Contractor	81
14.2	Maintenance Requirements	82
14.3	Maintenance Programme	82



14.4	Safety, vehicle breakdowns and accidents	83
14.5	Lane closure	83
14.6	Reduction of payment for non-performance of Maintenance obligations	84
14.7	Authority's right to take remedial measures	84
14.8	Restoration of loss or damage to Project Highway	84
14.9	Overriding powers of the Authority	85
14.10	Taking over Certificate	85
15	<u>Supervision and Monitoring during Maintenance</u>	86
15.1	Inspection by the Contractor	86
15.2	Inspection and payments	86
15.3	Tests	87
15.4	Reports of unusual occurrence	87
16	<u>Traffic Regulation</u>	88
16.1	Traffic regulation by the Contractor	88
17	<u>Defects Liability</u>	89
17.1	Defects Liability Period	89
17.2	Remedying Defects	89
17.3	Cost of remedying Defects	90
17.4	Contractor's failure to rectify Defects	90
17.5	Extension of Defects Liability Period	90
18	<u>Authority's Engineer</u>	91
18.1	Appointment of the Authority's Engineer	91
18.2	Duties and authority of the Authority's Engineer	



18.3	Delegation by the Authority's Engineer	92
18.4	Instructions of the Authority's Engineer	92
18.5	Determination by the Authority's Engineer	93
18.6	Remuneration of the Authority's Engineer	93
18.7	Termination of the Authority's Engineer	93
<u>Part IV</u>		95
<u>Financial Covenants</u>		95
19	<u>Payments</u>	96
19.1	Contract Price	96
19.2	Advance Payment	97
19.3	Procedure for estimating the payment for the Works	98
19.4	Stage Payment Statement for Works	99
19.5	Stage Payment for Works	99
19.6	Monthly Maintenance Statement of the Project Highway	100
19.7	Payment for Maintenance of the Project Highway	100
19.8	Payment of Damages	101
19.9	Time of payment and interest	101
19.10	Price adjustment for the Works	102
19.11	Restrictions on price adjustment	105
19.12	Price adjustment for Maintenance of Project Highway	105
19.13	Final Payment Statement	106
19.14	Discharge	106
19.15	Final Payment Certificate	



19.16	Final payment statement for Maintenance	107
19.17	Change in law	108
19.18	Correction of Interim Payment Certificates	108
19.19	Authority's claims	108
19.20	Bonus for early completion	108
20	<u>Insurance</u>	110
20.1	Insurance for Works and Maintenance	110
20.2	Notice to the Authority	111
20.3	Evidence of Insurance Cover	111
20.4	Remedy for failure to insure	111
20.5	Waiver of subrogation	112
20.6	Contractor's waiver	112
20.7	Cross liabilities	112
20.8	Accident or injury to workmen	112
20.9	Insurance against accident to workmen	113
20.10	Application of insurance proceeds	113
20.11	Compliance with policy conditions	113
20.12	General Requirements of Insurance Policies	113
<u>Part V</u>		115
<u>Force Majeure and Termination</u>		115
21	<u>Force Majeure</u>	116
21.1	Force Majeure	116
21.2	Non-Political Event	116



21.3	Indirect Political Event	117
21.4	Political Event	117
21.5	Duty to report Force Majeure Event	118
21.6	Effect of Force Majeure Event on the Agreement	118
21.7	Termination Notice for Force Majeure Event	119
21.8	Termination Payment for Force Majeure Event	119
21.9	Dispute resolution	120
21.10	Excuse from performance of obligations	120
22	<u>Suspension of Contractor's Rights</u>	121
22.1	Suspension upon Contractor Default	121
22.2	Authority to act on behalf of Contractor	121
22.3	Revocation of Suspension	121
22.4	Termination	122
23.	<u>Termination</u>	123
23.1	Termination for Contractor Default	123
23.2	Termination for Authority Default	125
23.3	Termination for Authority's convenience	127
23.4	Requirements after Termination	127
23.5	Valuation of Unpaid Works	127
23.6	Termination Payment	127
23.7	Other rights and obligations of the Parties	129
23.8	Survival of rights	129
23.9	Foreclosure with mutual consent	129



<u>Part VI</u>		131
<u>Other Provisions</u>		131
24	<u>Assignment and Charges</u>	132
24.1	Restrictions on assignment and charges	132
24.2	Hypothecation of Materials or Plant	132
25	<u>Liability and Indemnity</u>	133
25.1	General indemnity	133
25.2	Indemnity by the Contractor	133
25.3	Notice and contest of claims	134
25.4	Defence of claims	134
25.5	Survival on Termination	135
26	<u>Dispute Resolution</u>	136
26.1	Dispute Resolution	136
26.2	Conciliation	136
26.3	Arbitration	137
26.4	Adjudication by Regulatory Authority, Tribunal or Commission	138
27	<u>Miscellaneous</u>	139
27.1	Governing law and jurisdiction	139
27.2	Waiver of immunity	139
27.3	Delayed payments	139
27.4	Waiver	140
27.5	Liability for review of Documents and Drawings	140



27.6	Exclusion of implied warranties etc.	140
27.7	Survival	140
27.8	Entire Agreement	141
27.9	Severability	141
27.10	No partnership	141
27.11	Third parties	142
27.12	Successors and assigns	142
27.13	Notices	142
27.14	Language	143
27.15	Counterparts	143
27.16	Confidentiality	143
27.17	Copyright and Intellectual Property rights	143
27.18	Limitation of Liability	144
27.19	Care and Supply of Documents	144
27.20	Authority's Use of Contractor's Documents.	145
27.21	Contractor's Use of Authority's Documents	145
27.22	Access to the Site by Others	145
27.23	Term	146
27.24	Amendments	146
27.25	Representation and Bribes	146
27.26	No Agency	146
<u>Schedules</u>		152



<u>Schedule-A</u>		
	<u>Site of the Project</u>	153
<u>Schedule - B</u>		
	<u>Development of the Project Highway</u>	165
<u>Schedule - C</u>		
	<u>Project Facilities</u>	193
<u>Schedule - D</u>		
	<u>Specifications and Standards</u>	203
<u>Schedule - E</u>		
	<u>Maintenance Requirements</u>	206
<u>Schedule - F</u>		
	<u>Applicable Permits</u>	275
<u>Schedule - G</u>		
Annex -I	<u>Form of Bank Guarantee</u>	276
Annex -II	<u>Form for Guarantee for Advance Payment</u>	280
Annex -III	<u>Form of Surety Bond Performance Security/Additional Performance Security</u>	284



<u>Schedule - H</u> <u>Contract Price Weightages</u>	288
<u>Schedule - I</u> <u>Drawings</u>	297
<u>Schedule - J</u> <u>Project Completion Schedule</u>	299
<u>Schedule - K</u> <u>Tests on Completion</u>	301
<u>Schedule - L</u> <u>Completion Certificate</u>	304
<u>Schedule - M</u> <u>Payment Reduction for Non-Compliance</u>	305
<u>Schedule - N</u> <u>Selection of Authority's Engineer</u>	308
<u>Schedule - O</u> <u>Forms of Payment Statements</u>	316



<u>Schedule - P</u> <u>Insurance</u>	318
<u>Schedule-Q</u> <u>Tests on Completion of Maintenance Period</u>	320
<u>Schedule-R</u> <u>Taking Over Certificate</u>	321
<u>Schedule-(S)</u> <u>Procedure for Dispute Resolution Board</u>	322
<u>Annexures to Schedule S</u>	325



Contract Agreement



Part I
Preliminary

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode I



01


TRUE COPY



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 371576

Engineering, Procurement and Construction Agreement

THIS AGREEMENT is entered into on this the ...21st... day of November, 2023.

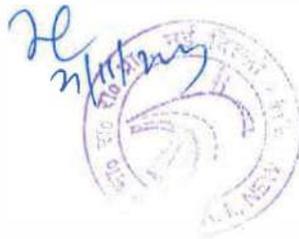
Between

The President of India through the Ministry of Road Transport & Highways, Government of India represented by:

The Chairman, National Highways Authority of India, G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part**;

And

M/s GPT Infraprojects Limited, the selected bidder having its registered office at “GPT Centre”, JC-25, Sector III, Salt Lake, Kolkata- 700106, West Bengal, India, (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Other Part**.



Whereas:

- A. The Government of India entrusted the development, maintenance and management of National Highway No. 19 including the Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) Package-2 under Phase-I in the state of Uttar Pradesh under Bharatmala on EPC Mode (approx. 7.660 km) to the Authority;
- B. The Authority resolved rehabilitate and augment the Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) of National Highway No. 19 (hereinafter called the "NH 19") in the State of UP by Four Laning on Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.
- C. The Authority accordingly invited the proposals (the "Request for Proposals" or "RFP") from the eligible bidders as per the technical and commercial terms and conditions prescribed in the RFP for undertaking the Project.
- D. After evaluation of the bids received, the Authority accepted the bid of the selected bidder and issued its Letter of Acceptance No. NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E-182284/321 dated 17.10.2023 (hereinafter called the "LOA") to the selected bidder for rehabilitation and augmentation of the above section of NH 19 at the Contract Price specified hereinafter, requiring the selected bidder to inter alia:
- (i) to give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;
 - (ii) submit Performance Security and Additional Performance Security (if any) as per RFP requirements, and
 - (iii) execute this Agreement within 10 (ten) days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any.
- E. The Contractor has fulfilled the requirements specified in Recital (D) above;

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



03



[Handwritten Signature]
TRUE COPY



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 371578

इंजीनियरी, प्रापण और निर्माण करार

यह करार दिनांक 21/11/23 नवंबर 2023 को निम्नलिखित के बीच किया गया।

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार के माध्यम से भारत के राष्ट्रपति, जिनका प्रतिनिधित्व निम्नलिखित करते हैं:

अध्यक्ष, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, जी-5 एवं 6, सैक्टर-10, द्वारका, नई दिल्ली-110075 (यहाँ इसके पश्चात इसे "प्राधिकरण" कहा गया है, जिसकी अभिव्यक्ति में इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल हैं, बशर्ते कि वह संदर्भ या अर्थ से असंगत न हो) एक पक्ष;

और

मेसर्स जीपीटी इंफ्राप्रोजेक्ट्स लिमिटेड, चयनित बोलीदाता, जिनका पंजीकृत कार्यालय "जीपीटी सेंटर", जेसी-25, सैक्टर III, साल्ट लेक, कोलकाता - 700106 स्थित है, (इसमें इसके पश्चात इसे "संविदाकार" कहा गया है, जिसकी अभिव्यक्ति में इसके उत्तराधिकारी और अनुमत समनुदेशिती शामिल हैं, बशर्ते कि संदर्भ या अर्थ से वह असंगत न हो) अन्य पक्ष



जबकि:

- क. भारत सरकार ने भारतमाला चरण-I के तहत उत्तर प्रदेश राज्य में ईपीसी मोड पर डिजाइन किमी 43.200 (महुआरी के पास) से डिजाइन किमी 50.860 (नबाबा उर्फ नीबी कला उपरहार के पास) पैकेज-2 तक (लगभग 7.660 किमी) नए 4 लेन के प्रयागराज सदरन ग्रीनफील्ड बाईपास के निर्माण सहित राष्ट्रीय राजमार्ग संख्या 19 के विकास, रखरखाव और प्रबंधन का काम प्राधिकरण को सौंपा;
- ख. प्राधिकरण ने किए जाने वाले करार में विहित नियमों एवं शर्तों के अनुसार इंजीनियरी, प्रापण और निर्माण ("ईपीसी") आधार पर उत्तर प्रदेश राज्य में राष्ट्रीय राजमार्ग संख्या 19 (यहाँ इसके पश्चात इसे "एनएच 19" कहा गया है) के डिजाइन किमी 43.200 (महुआरी के पास) से डिजाइन किमी 50.860 (नबाबा उर्फ नीबी कला उपरहार के पास) (डिजाइन लंबाई 7.660 किमी) तक नए 4 लेन के प्रयागराज सदरन ग्रीनफील्ड बाईपास के निर्माण का पुनर्वास और संवर्द्धन करने का संकल्प लिया।
- ग. तदनुसार प्राधिकरण ने परियोजना को शुरू करने के लिए आरएफपी में निर्धारित तकनीकी और वाणिज्यिक नियमों और शर्तों के अनुसार पात्र बोलीदाताओं से प्रस्ताव ("प्रस्ताव अनुरोध" अथवा "आरएफपी") आमंत्रित किए।
- घ. प्राप्त बोलियों के मूल्यांकन के पश्चात प्राधिकरण ने चयनित बोलीदाता की बोली को स्वीकार किया और इसके पश्चात विनिर्दिष्ट संविदा मूल्य पर चयनित बोलीदाता को एनएच 19 के उपरोक्त खंड के पुनर्वास और संवर्द्धन के लिए अपना स्वीकृति पत्र संख्या NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E-182284/321 दिनांक 17.10.2023 (जिसे इसके पश्चात "एलओए" कहा जाए) जारी कर दिया, जिसमें अन्य बातों के साथ-साथ, चयनित बोलीदाता से निम्नलिखित अपेक्षित था:
- (i) एलओए के जारी होने की तारीख से 10 (दस) दिन के भीतर यह करार किए जाने और उसके उपबंधों के लागू होने के संबंध में सहमति देना;
- (ii) आरएफपी की अपेक्षानुसार निष्पादन प्रतिभूति और अतिरिक्त निष्पादन प्रतिभूति (यदि कोई हो) प्रस्तुत करना; और
- (iii) 50% निष्पादन प्रतिभूति और 50% अतिरिक्त निष्पादन प्रतिभूति, यदि कोई है, प्राप्त होने की तारीख से 10 दिन के भीतर इस करार को निष्पादित करना;

संविदाकार ने ऊपर (घ) में विनिर्दिष्ट अपेक्षाओं को पूरा कर लिया है;

अतः अब, पूर्वोक्त तथा इस करार में उल्लिखित संबंधित प्रसंविदाओं को ध्यान में रखते हुए, जिसकी पर्याप्तता और उपयुक्तता को एतद्वारा स्वीकार किया जाता है, प्राधिकरण एतद्वारा इसमें विनिर्दिष्ट दायित्वों के मद्देनजर संविदा मूल्य अथवा ऐसी कोई अन्य राशि, जो करार के उपबंधों में विनिर्दिष्ट विधि तथा समय पर देय हो तथा कानूनी तौर पर बाध्यकारी हो, का संविदाकार को भुगतान करने के लिए वचनबद्ध होता है। दोनों पक्ष निम्नानुसार सहमत हैं:





Article 1

Definitions and Interpretations**1.1 Definitions**

- (i) The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.
- (ii) In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Advance Payment” shall have the meaning set forth in Clause 19.2;

“Affected Party” shall have the meaning set forth in Clause 21.1;

“Affiliate” means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto, or any supplementary agreement made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by the GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 4



“Applicable Permits” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;

“Appointed Date” means the date declared by the Authority as the project commencement date with the consent of the contractor, as per the process prescribed in Article 3 and 8 of this Agreement;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996, with all its subsequent amendments;

“Authority” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Authority Default” shall have the meaning set forth in Clause 23.2;

“Authority’s Engineer” shall have the meaning set forth in Clause 18.1;

“Authority Representative” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

“Bank” means a bank incorporated in India and recognized by the Reserve Bank of India

“Base Rate” means the floor rate of interest announced by the State Bank of India for all its lending operations;

“Base Date” means the last date of the calendar month, which precedes the Bid Due Date by at least 28 (twenty eight) days;

“Bid” means the documents in their entirety comprised in the bid submitted by the [selected bidder/ Joint venture] in response to the Request for Proposal in accordance with the provisions thereof;

“Bid Security” means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“Change in Law” means the occurrence of any of the following after the Base Date:

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatnala on EPC Mode 5



07


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Article 3

Obligations of the Authority**3.1 Obligations of the Authority**

- (i) The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- (ii) The Authority shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works.
- (iii) The Authority shall, upon submission of the Performance Security as per the RFP by the Contractor, shall provide to the Contractor:
 - (a) No less than 90% (ninety per cent) of the required Right of Way of the Construction Zone of total length of the Project Highway within a period of 30 (thirty) days from the date of this Agreement, which shall be in contiguous stretches of length not less than 5 (five) kilometre.
 - (b) approval of the general arrangement drawings (the "GAD") from railway authorities to enable the Contractor to construct road over- bridges/ under-bridges at level crossings on the Project Highway in accordance with the Specifications and Standards, and subject to the terms and conditions specified in such approval, within a period of 60 (sixty) days from the Appointed Date, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the road over-bridges/ under bridges; and
 - (c) all environmental clearances as required under Clause 3.3.
- (iv) Delay in providing the Right of Way or approval of GAD by railway authorities, as the case may be, in accordance with the provisions of Clause 3.1 (iii) shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance of doubt, the Parties agree that the Damages for delay in approval of GAD by the railway authorities for a particular road over-bridge/ under-bridge shall be deemed to be equal to the Damages payable under the provisions of Clause 8.3 for delay in providing Right of Way for a length of 2 (two) kilometre for each such road over-bridge/ under-bridge.
- (v) Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 3.1 (iv), 8.3 and

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 20



22

9.5 shall not exceed 1% (one per cent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Authority under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project Highway.

Both the parties agree that payment of such Damages shall be full and final settlement of all claims of the Contractor and such compensation shall be the sole remedy against delays of the Authority and both parties further agree that the payment of Damages shall be the final cure for the Contractor against delays of the Authority, without recourse to any other payments.

- (vi) The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;
 - (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (d) not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;
 - (e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement; and
 - (f) upon written request from the Contractor and subject to the provisions of Clause 4.3, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Sub-contractors to obtain the applicable visas and the requisite work permits for the purposes of discharge by the Contractor or its Sub-contractors of their obligations under this Agreement and the agreements with the Sub-contractors.

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababaurf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 2I



3.2 Maintenance obligations prior to the Appointed Date

The Authority shall, prior to the Appointed Date, maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 10 (ten) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof. For the avoidance of doubt, the Authority shall undertake only routine maintenance prior to the Appointed Date, and it shall undertake special repairs only in the event of excessive deterioration or damage caused due to unforeseen events such as floods or earthquake.

3.3 Environmental Clearances

The Authority represents and warrants that the environmental clearances required for construction of the Project shall be procured by the Authority prior to the date of issue of LOA. For the avoidance of doubt, the present status of environmental clearances is specified in Schedule-A.

3.4 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 8.3, and subject to the provisions of Clause 7.3, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within 90 days of signing of the Agreement and submission of the full Performance Security by the Contractor, the Agreement shall be deemed to have been terminated. The Authority shall pay damages to the Contractor equivalent to 1% of the Contract Price (3% in case of standalone bridge projects). All other rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased. The Contractor shall hand over all information in relation to the Highway, including but not limited to any data, designs, drawings, structures, information, plans, etc. prepared by them for the Highway, to the Authority.

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 22



Article 4

Obligations of the Contractor**4.1 Obligations of the Contractor**

- (i) Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- (ii) The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (iii) Subject to the provisions of Clauses 4.1 (i) and 4.1 (ii), the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- (iv) The Contractor shall remedy any and all loss, defects, or damage to the Project Highway from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss, defect, or damage shall have arisen from any wilful default or neglect of the Authority.
- (v) The Contractor shall remedy any and all loss, defect or damage to the Project Highway during the Defects Liability Period at the Contractor's cost to the extent that such loss, defect or damage shall have arisen out of the reasons specified in Clause 17.3.
- (vi) The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1 (ii), save and except to the extent that any such loss or damage shall have arisen on account of any wilful default or neglect of the Authority or on account of a Force Majeure Event.
- (vii) The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - (a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
 - (b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Highway;

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-1 on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 23



- (c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
 - (d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;
 - (e) not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;
 - (f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - (g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;
 - (h) keep, on Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope orders and other communications given under this Agreement. The Authority's Engineer and its authorised personnel shall have the right of access to all these documents at all reasonable times;
 - (i) cooperate with other contractors employed by the Authority and personnel of any public authority; and
 - (j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.
- (viii) The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works. The Contractor shall provide all necessary superintendence of the Works for the proper fulfilling of the Contractor's obligations under the Agreement. Such superintendence shall be given by competent person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.
- (ix) The Contractor shall obtain and maintain a project related bank account operational at site where all transactions related to the payment of work will be done. The Contractor shall submit a monthly account statement and a detailed report on utilization of funds transferred to this project related bank account to Authority's Engineer. Notwithstanding anything contrary to this agreement, the authority, in the interest and to ensure timely completion of the work, reserves the right to audit such

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 24




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bank accounts to ensure that there is no diversion of funds from this project specific account to any other project being implemented by the Contractor.

- (x) The Contractor shall provide the documents of the Contractor specified in the Agreement, and all Contractors' personnel; Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for the execution, completion of Works and remedying defects.
- (xi) The Contractor shall perform the Works in conformity with the Project requirements and other requirements and standards prescribed under or pursuant to the Agreement.
- (xii) The Contractor shall carry out such work incidental and contingent to the original Scope of the Project to comply with Good Industry Practices.
- (xiii) The Contractor shall maintain required staff and necessary Contractor's equipment and materials within the reach of the Site during the Defects Liability Period so that any defects arising are promptly attended.

4.2 Obligations relating to sub-contracts and any other agreements

- (i) The Contractor, whether Joint Venture or sole, shall not sub-contract any Works in more than **49% (forty nine per cent)** of the Contract Price and shall carry out Works directly under its own supervision and through its own personnel and equipment in **at least 51% (fifty one per cent)** of the Contract Price. Further, in case the Contractor is a Joint Venture, then the Lead Member shall carry out Works directly through its own resources (men, material and machines etc.) in **at least 51% (fifty one per cent)** of total length of the Project Highway. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. For the avoidance of doubt, the Parties agree that the Contractor may sub-divide the aforesaid length of **51% (fifty one per cent)** in no more than 5 (five) sections of the Project Highway. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor.
- (ii) In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the Sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority shall examine the particulars of the Sub-contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 25



- (iii) In the event any sub-contract referred to in Clause 4.2 (ii) relates to a Sub- contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a similar nature with a contract value exceeding 40% (forty per cent) of the value of the sub-contract to be awarded hereunder, and received payments in respect thereof for an amount equal to at least such 40% (forty per cent), the Authority may, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, require the Contractor not to proceed with such sub-contract, and the Contractor shall comply therewith without delay or demur.
- (iv) It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability under this Agreement. However, in case of non-compliance of the Contractor towards his obligations for payments to the approved Sub-contractor(s), which is likely to affect the progress of works, the authority reserves the right to intervene and direct the Contractor to release such outstanding payments to approved Sub-contractor(s) out of the payments due for the completed Works in the interest of work.

4.3 Employment of foreign nationals

The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/ residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall always rest with the Contractor. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub-contractors or their sub-contractors shall not constitute a Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge it of its obligations and liabilities under this Agreement, and the Contractor's liabilities hereunder shall remain unaffected by such failure, refusal or inability.

4.4 Contractor's personnel

- (i) The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately and adequately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice. The Contractor will try to hire at least 10% (ten percent) trained workmen as per the National Skills Qualifications Framework. If necessary, the requisite workmen may be got trained by the Contractor at his cost through authorized training centres of the Directorate General of Training (DGT). The Contractor will organize training at project site/ sites for the trainees as and when required as per the training schedule finalized in consultation with the

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 26



training centres. The trainees shall be paid stipend by the Contractor (subject to a maximum of Rs. 15,000/- per person) on the basis of minimum wages to compensate for loss of income during the training period.

- (ii) The Authority's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Provided that any such direction issued by the Authority's Engineer shall specify the reasons for the removal of such person.
- (iii) The Contractor shall on receiving such a direction from the Authority's Engineer order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued in pursuance of Clause 4.4 (ii). The Contractor shall further ensure that such persons have no further connection with the Works or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) a replacement.

4.5 Advertisement on Project Highway

The Project Highway or any part thereof shall not be used in any manner to advertise any commercial product or services.

4.6 Contractor's care of the Works

The Contractor shall bear full risk in, and take full responsibility for, the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Completion Certificate, save and except to the extent that any such loss or damage shall have arisen from any wilful default or gross neglect of the Authority.

4.7 Electricity, water and other services

The Contractor shall be responsible for procuring of all utilities as may be required, including without limitation, adequate power, water and other services.

4.8 Unforeseeable difficulties

Except as otherwise stated in the Agreement:

- (a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- (b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 27



- (c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

4.9 Co-ordination of the Works

- (i) The Contractor acknowledges that in addition to the Agreement, it is also aware of terms of the other Project contracts and other agreements the Authority has negotiated and entered into for performance of its obligations under the Agreement (copies of other contracts and other agreements are made available to the Contractor from time to time) and that the Contractor is fully aware of the consequences to the Authority which would or are likely to result from a breach by the Contractor of its obligations under the Agreement. In the event the actions of the Contractor result in the breach by the Authority of any or all of the other Project contracts and such breach imposes any liability on the Authority, the Contractor shall: (a) undertake all steps as may be possible to mitigate or neutralize the liability that has arisen, and (b) indemnify the Authority against any such liability and compensate the Authority to that extent.
- (ii) The Contractor shall be responsible for the co-ordination and proper provision of the Works, including co-ordination of other Contractors or Sub-contractors for the Project. The Contractor shall co-operate with the Authority in the co-ordination of the Works with the works under the other Project contracts. The Contractor shall provide all reasonable support for carrying out their work to:
- (a) any other contractors employed by the Authority;
 - (b) the workmen of the Authority;
 - (c) the workmen of any Governmental Instrumentality who may be employed in the execution of work on or near the Site; and
 - (d) such other persons as is required in the opinion of the Authority for successful completion of the Project.

4.10 Environmental Measures

- (i) The Contractor agrees to conduct its activities in connection with the Agreement in such a manner so as to comply with the environmental requirements which includes, *inter alia*, all the conditions required to be satisfied under the environmental clearances and applicable law, and assumes full responsibility for measures which are required to be taken to ensure such compliance.

4.11 Site Data

- (i) The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before entering into the Agreement in all material respects including but not limited to:

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 28



- (a) the form and nature of the Site (including, inter-alia, the surface and sub-surface conditions and geo-technical factors);
- (b) the hydrological and climatic conditions;
- (c) the extent and nature of the works already completed and Materials necessary for the execution and completion of the Works and the remedying of any defects that includes already executed part also.
- (d) the suitability and the adequacy of the Site for the execution of the Works;
- (e) the means of access to the Site and the accommodation the Contractor may require;
- (f) arranging permits as required as per provisions of the Agreement.
- (g) the requirements of operation and maintenance; and
- (h) all other factors and circumstances affecting the Contractor's rights and obligations under the Agreement, the Contract Price and Time for Completion.

4.12 Sufficiency of Contract Price

The Contractor shall have satisfied itself as to the correctness and sufficiency of the Contract Price. The Contract Price shall cover all its obligations under the Agreement, in addition to all risks the Contractor has agreed to undertake under the Agreement, including those associated with the performance of its obligations under the Agreement and all things necessary for the provision of the Works in a manner satisfactory to the Authority and in accordance with this Agreement.

4.13 Clearance of the Site

During the provision of the Works, and as a pre-condition to the issue of the Taking-Over Certificate, the Contractor shall clear away and remove from the Site, all Contractor's equipment, surplus material, wreckage, rubbish and temporary Works, and shall keep the Site free from all unnecessary obstructions, and shall not store or dispose of any Contractor's equipment or surplus materials on the Site. The Contractor shall promptly clear away and remove from the Site any wreckage, rubbish or temporary Works no longer required and leave the Site and the Works in a clean and safe condition to the sole satisfaction of the Authority.

4.14 Obligations relating to Local Content:

The Contractor [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of at least [50% / 20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE- II) dated September 16,

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 29



2020, as amended or modified till Bid Due Date and the provisions under Rule 144(xi) of GFR, 2017.

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharanmala on EPC Mode 30



- (a) The Contractor has (or, if the technology does not currently exist, will have granted at the time of passing to The Employer) in and to the technology used in the equipment, materials, goods, Works, Contractor's documents, Drawings and Manuals ("**Technology**") -
- i. all right, title and interest free of any lien, claim or restriction; and
 - ii. right to grant to the Authority the right to use the Technology for the purpose of this contract, free of any lien, claim or restriction and on the terms of license as required.
- (b) The Contractor has granted (or, if the technology does not currently exist, will grant at the time of passing to the Authority the property and title in and to the equipment, materials, goods, Works, spares, Contractor's documents, Drawings and Manuals in which it is used) to the Authority the right to use the Technology, free of any lien, claim or restriction.
- (vi) In addition to the other Warranties, the Contractor represents and warrants as follows:
- (a) No Technology contains any worm (i.e., a program that travels from one computer to another computer but does not attach itself to the operating system of the computer it enters), virus (i.e., a program that travels from one computer to another computer that attaches itself to the operating system it enters) or self-destruct capability.
 - (b) The Technology will not abnormally end or provide invalid or incorrect results as a result of date-dependent data.
 - (c) The Technology can accurately recognize, manage, accommodate, and manipulate date-dependent data, including single and multi-century formulas and leap years.
- (vii) No criminal proceedings instituted against any of the employees or Directors of the Contractor.
- (viii) Till date the services of the Contractor has not been terminated by any person for any breach or non-performance or negligence by the Contractor.

5.2 Representations and warranties of the Authority

The Authority represents and warrants to the Contractor that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 34



- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) it has good and valid right to the Site and has the power and authority to grant the Right of Way in respect thereof to the Contractor; and
- (h) it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of the total length of the Project Highway.

5.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode 35




TRUE COPY



ANNEXURE - D

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

परियोजना कार्यान्वयन ईकाई-प्रयागराज

Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001

18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001

दूरभाष/Phone : 0532-2422035, फैक्स/Fax : 0532-2421019, ई-मेल/Email : ald@nhai.org

55



11015/NHAI/IRR/Pckg-2/PIU/Prg/ 32642

Date: 21.12.2023

To,

Authorised Signatory

M/s GPT Infraprojects Ltd

GPT Centre, JC-25, Sector-III, Salt Lake

Kolkata-700106

Sub: Construction of new 4 lane Prayagraj Southern Greenfield bypass from design Km 43.200 (near Mahuwari Nibi Kala Uparhar) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Clearances -Reg.**

Ref:1. Forest clearance of Proposal No FP/UP/ROAD/430440/2023 dated 30.10.2023
2. Environment clearance of Proposal No IA/UP/INFRA1/436835/2023 dated 14.11.2023
3. IWAI letter no IWAI/NW(Gen)/NOC/2020-Part(8) dated 23.10.2023

Sir,

Please find enclosed herewith Forest Clearance (Proposal No FP/ UP /ROAD/ 430440/ 2023) Environment Clearance (Proposal No IA/ UP /INFRA1 /436835 /2023) granted for the subject project by MoEFCC on 30.10.2023 and 14.11.2023 respectively. Also find enclosed IWAI clearance for Major Bridge on river Ganga.

FC, EC & IWAI clearances have been granted subject to compliance of certain specific conditions which has been mentioned in detail in the referred clearances. It is requested to adhere to these specific conditions while execution of the project.

For information and necessary action please

Thanking You

Yours faithfully

(Pankaj Mishra)
GM (T)/Project Director

Copy to: Regional Officer, (UP-East), NHAI, Varanasi



254

56

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

मुख्यालय : जलमार्ग भवन, ए-13, सेक्टर-1, नौएडा-201 301, (उ० प्र०)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Ports, Shipping and Waterways, Govt. of India)

Head Office : Jalmarg Bhawan, A-13, Sector-1, Noida-201 301 (U.P.)

Website : www.iwai.gov.in | www.iwai.nic.in

Tel. : +91-120-2544036, 2543972, 2527667, 2448101 Fax : +91-120-2544009, 2544041, 2543973, 2521764

File No: IWAI/NW(Gen)/NOC/2020-Part(8)

Date: 23.10.2023

To,

The Project Director,
National Highways Authority of India,
18C/28A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
E-mail:- ald@nhai.org.

Sub: NOC for Construction of a major bridge across Confluence (Lawayankala) at Prayagraj (NW-1).reg.

Ref: 1) Application ID: 1422023366 dated 31.08.2023.
2) GAD submitted vide letter no. AP/RH/FFR/RRA/GAD/MJB/48860 (Sheet no. 1 to 8), Dated: 13.09.2023.

Sir,

I am directed to refer the online application vide ref. (1) submitted by your office for issuance of NOC for Construction of a major bridge across Confluence (Lawayankala) at Prayagraj (NW-1) and GAD under ref. (2) above with Horizontal Clearance of 100m (Clear span) and Vertical Clearance of 10 m above HFL as indicated.

2. In exercise of powers conferred by section 35 read with clause (g) of subsection (2) of section of 14 of the Inland Waterways Authority Act, 1985 (82 of 1985), I am directed to convey "No Objection" to aforesaid proposal submitted by applicant as indicated in the prescribed format and GAD, along with drawing submitted.

3. It is requested to forward information about the time of commencement of the proposed construction (stage wise/periodical) to monitor and ensure the required Navigational clearance. It is also requested that the procedures as detailed in declaration submitted by your office online while submission of application in the NOC portal of IWAI be adhered to.

This is issued with the approval of Competent Authority.

Yours faithfully,


(P. Srinivasa)
Director (Hy)

Copy to:

The Director, IWAI Patna
The OiC, SO, Varanasi



File No: File No. 10/43/2022-IA.III
Government of India
Ministry of Environment, Forest and Climate Change
IA Division



Date 14/11/2023



To,

Dr Biswajit Mukhopadhyay
 National Highways Authority of India
 G-5 & 6, Sector-10, Dwarka, New DELhi-110075 G-5 & 6, Sector-10, Dwarka, New DELhi-110075, List of villages falling in the proposed RoW of the project has been attached as Annexure II, PRAYAGRAJ, UTTAR PRADESH, G-5 & 6, Sec-10, 110075
 biswajit@nhai.org

Subject: Grant of prior Environmental Clearance (EC) to the proposed project under the provision of the EIA Notification 2006 -regarding.

Sir/Madam,

This is in reference to your application submitted to MoEF&CC vide proposal number IA/UP/INFRA1/436835/2023 dated for grant of prior Environmental Clearance (EC) to the proposed project under the provision of the EIA Notification 2006 and as amended thereof.

2. The particulars of the proposal are as below :

(i) EC Identification No.	EC23A3601UP5675402N
(ii) File No.	File No. 10/43/2022-IA.III
(iii) Clearance Type	Fresh EC
(iv) Category	A
(v) Project/Activity Included Schedule No.	7(f) Road
(vi) Sector	INFRA-1 Construction of 4 lane Inner Ring Road Phase -1 in and around Prayagraj city starting from near village Adampur, Design Ch. 0+000 and ends near Khodaypur Kasgaon village, Design Ch.65+066 in Prayagraj and Kaushambi districts in the state of Uttar Pradesh
(vii) Name of Project	
(viii) Name of Company/Organization	National Highways Authority of India
(ix) Location of Project (District, State)	PRAYAGRAJ, UTTAR PRADESH
(x) Issuing Authority	MoEF&CC
(xi) Applicability of General Conditions as per EIA Notification, 2006	No


TRUE COPY

1. The proposed Ring road is Green field alignment project and proposed for 4 lane carriageway. The proposed project starts from village Adampur, Design Ch. 0+000 and ends near Khodaypur Kasgaon village, Design Ch.65+840 in Prayagraj and Kaushambi districts in the state of Uttar Pradesh. The total length of the project is 65.840 km.
2. The project highway starts at design CH: 0+000 (25° 33' 51.09" N 81° 45' 12.09" E) near village Adampur and ends at design Ch. 65+840 (25° 29' 26.54" N, 82° 0' 7.78" E) near village Khodaypur Kasgaon of Prayagraj and Kaushambi districts in the state of Uttar Pradesh having a total length of the project approx. 65.840 Kms. The proposed project will pass through Prayagraj and Kaushambi districts in the state of Uttar Pradesh.
3. The proposed project falls under 7(f)- Highway, Category-A, as per EIA notification 2006.Total cost of the project is Rs. 498356 Lakhs.
4. The Terms of References (ToR) proposal was considered 314th meeting on 18th November 2022 and the Terms of Reference (ToR) was granted by EAC vide letter No. (10/43/2022-IA.III) dated 13th December, 2022.
5. Public hearing was conducted in in Prayagraj and Kaushambi districts in the state of Uttar Pradesh. The details of the public hearing is as following. Refer Table-1

Table-1

S.No	Date	Village/Venue	District and State	Chaired by
1	17.06.2023	Sirathu	Kaushambi, Uttar Pradesh	Additional District Magistrate
2	19.06.2023	Soraon (CT)	Prayagraj, Uttar Pradesh	Additional District Magistrate

1. Right of Way (RoW): The proposed alignment will be having the Right of Way 60m
2. Terrain and topographical features: Entirely plain, predominately agriculture followed by fallow, wastelands, forest and habitations.
3. Details of water bodies, impact on drainage: The major water bodies crossing the proposed Ring Road has been presented in below table: Refer Table-2

Table-2

S. No.	Chainage	Water Bodies	Proposed Structures	Span Arrangement (m)
1	1+500	Nalla	Box Culvert	1 x 3 x 2
2	1+750	Nalla	Box Culvert	1 x 2 x 2
3	3+100	Canal	Box Culvert	1 x 7 x 3 - MCW, 1 x 7 x 2 - SR
4	8+800 to 9+400	Ganga River	Major Bridge	20 x 100
5	11+150	Tributary	Minor Bridge	3 x 5 x 3
6	20+392	Tributary	Minor Bridge	1 x 40
7	21+666	Tributary	Minor Bridge	1 x 40
8	23+350	Nalla	Minor Bridge	1 x 10
9	27+100	Yamuna Tributary	Minor Bridge	1 x 40
10	27+900	Nalla	Box Culvert	1 x 2 x 2
11	29+900 to 30+500	Yamuna River	Major Bridge	13 x 100
12	38+900	Nalla	Box Culvert	1 x 5 x 2
13	40+350	Canal	Minor Bridge	1 x 20 x 5.5
14	47+500 to 49+700	Ganga River	Major Bridge	(1x108) +(28x103)+(1x108)
15	59+800	Nalla	Minor Bridge	1x 20 x3.5
16	60+300	Nalla	Minor Bridge	1x 20 x3.5
17	63+620	Canal	Box Culvert	1 x 7 x 3 MCW, 1 x 7 x 2 SR
18	64+120	Canal	Box Culvert	1 x 7 x 3 MCW, 1 x 7 x 2 SR

1. The natural drainage of the project impacted area shall be maintained through improvement of 88 nos. of culverts, 03 nos. of major bridges and 11 nos. of minor bridges. The proposed alignment does not pass through any flood prone area.
2. Water requirements: The peak water requirement for the project will be 7000 KLD during construction stage. The water requirement shall be extracted from local surface/ground water (which is easily available) after taking necessary permission before the construction of the project by the appointed contractor. No ground water will be extracted.
3. Diversion of forest land: The project road involves diversion of 1.3128 ha of protected forest land (Road Side, Canal Side and Railway line side strip plantation). The stage-1 forest clearance is under progress. The forest diversion proposal has been uploaded on PARIVESH portal via. Proposal No. FP/UP/ROAD/430440/2023. The proposed alignment does not pass through any Wildlife Sanctuary/National Park and its eco sensitive zone. The proposed alignment does not pass through any eco sensitive zone. A report on Rapid Biodiversity Assessment and Wildlife Conservation / Mitigation plan for the proposed project prepared by Zoological Survey of India (ZSI). All the mitigation measures/suggestions as suggested by the ZSI have been duly incorporated in the EMP and its budget has also been considered as the part of the EMP budget.
4. Waste Management: 500 kg/day (approx.) during construction phase and 50 kg/day (approx.) during operation phase at tolls and wayside amenities area within PROW may be generated. Bio degradable waste shall be disposed through bio composting and other waste through landfill site.
5. Details of tree cutting and Green belt development: Approx. 5500 nos. of trees will be affected due to the proposed project out of which only 47 nos. of trees in protected forest land and remaining 5453 nos. of trees in non-forest land. The avenue plantation will be carried out as per IRC SP-21 and National Green Highway policy 2015 within the available ROW.
6. Energy conservation: The proposed Ring Road project will act as a fuel saving and reduction in travel time.
7. Details of Rain Water Harvesting: Rainwater harvesting shall be provided as per IRC-SP-58 at the interval of 500 m on either sides of carriageway as per availability of RoW and depending on the water table of first aquifer (Approx. 100 nos. of structures shall be constructed). The pits shall be at least 3-5m above the highest groundwater level at the specific location. Oil and grease traps shall also be provided to trap the same from contaminating the groundwater. The total cost of the rainwater harvesting structures including its maintenance is Rs. 5,00,00,000 and this cost has been included in the EMP cost.
8. Land acquisition and R&R issues involved: The total land acquisition for the proposed project is approx. 418 ha. out of which 371.3772 ha. is private land, 45.31 ha is Government land and remaining 1.3128 ha. is protected forest land (Road Side, Canal Side and Railway line side strip plantation). The proposed RoW of the project is 60m. The project is 4 lanes highway with paved shoulders configuration. The total 820 structures will be affected due to the proposed project and 510 no PAFs and 2550 No. of PAPs have been affected.
9. Employment potential, No. of people to be employed: During the construction of the road project around 800 persons would be employed temporarily for a period of 2 years. However due to construction of toll plazas approx. 50 persons will be employed on permanent basis. The total manpower requirement for the project is 850. Preference will be given to local people for employment.
10. Benefits of the project: To provide better traffic management by way of improving the Inner Ring Road keeping in view of high rush of traffic expected every year during Kumbh Mela. The proposed project would act as the prime artery for the economic flow to this region. Enhanced connectivity between rural & urban population which will benefit the all sections of the society like general population, small-medium-large scale industries, farmers, businessmen etc. Improved access to higher education facilities & modern health facilities. Strengthening of both rural & urban economies which in turn will improve economic scenario of the state and country. Faster transportation will strengthen tourist development in the area. Improved road connectivity helps in better implementation and management of government schemes. With improvement in economy, more generation of employment opportunities.
11. Details of Court cases: No court case/litigation is pending against the project.
12. The above mentioned proposal was considered by the Expert Appraisal Committee(EAC) for Infrastructure, CRZ and other miscellaneous projects in its 366th EAC meeting during 08th-09th August, 2023. The EAC has recommended the proposal.
13. The Ministry of Environment, Forest and Climate Change has considered the proposal based on the recommendations of the Expert Appraisal Committee (Infrastructure, CRZ and other Miscellaneous projects) and hereby decided to grant Environmental Clearance for the 'Construction of 4 lane Inner Ring Road Phase -1 in and around Prayagraj city starting from near village Adampur, Design Ch.0+000 and ends near Khodaypur Kasgaon village, Design Ch.65+066

in Prayagraj and Kaushambi districts in the state of Uttar Pradesh by M/s National Highways Authority of India' under the EIA Notification, 2006 as amended, subject to strict compliance of the following specific conditions, in addition to all standard conditions applicable for such projects.

14. This issues with the approval of the Competent Authority

Copy To

1. The Secretary, Department of Environment & Climate Change, Government of Uttar Pradesh, 17, Rana Pratap Marg, Narhi, Civil Lines, Lucknow, Uttar Pradesh 226001
2. The Deputy Director General of Forests (C) Ministry of Environment, Forest and Climate Change, Integrated Regional Office, Kendriya Bhawan, 5th Floor, Sector "H", Aliganj, Lucknow – 226020
3. The Member Secretary, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi – 32.
4. The Member Secretary, Uttar Pradesh Pollution Control Board, Building.No. TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226 010.
5. Monitoring Cell, MoEF&CC, Indira Paryavaran Bhavan, New Delhi.
6. Guard File/Record File.

Annexure 1

Specific EC Conditions for (Road)

1. Specific Conditions

S. No	EC Conditions
1.1	<ol style="list-style-type: none"> 1. Construction of wildlife-friendly bridges on Chainage no 8800.000 to 9400.000, 29900.00 to 30500.000 and 47600.000 to 49700.000 thus provide safe riverine habitat as recommended by ZSI. 2. Installation of sound and light barriers on both sides of the bridges to mitigate noise and light pollution to minimize disturbance. Additionally, proper fencing should be installed along the bridges to prevent the dumping of waste, which can negatively impact the riverine habitat. 3. Establishment of a minimum 1km buffer zone within around the identified nesting sites along the rivers stretch thus by preventing any unwanted disturbance around the habitat and thus for the conservation of the species. If required fencing method can be implemented from protection from predation of bird chicks from feral dogs. A proposal in this regard be sought from state forest department and necessary funds be provided within three months of grant of EC to state forest department. 4. Conducting surveys and monitoring of the riverine nesting birds every year from start of construction to 5 years post construction period by ZSI who prepared the conservation plan especially during the nesting period till the time when young chicks fledge. Efforts will also be made to identify new nesting sites as well as critical habitat sites within project impact zone and demarcation of buffer zones around these habitats to ensure successful conservation of these water birds. Further restriction of any infrastructure development in these areas should be implemented for successful breeding and conservations of these species. A proposal for funding be sought from ZSI for a period from start of construction till 5 years post construction and accordingly funds be provided within 3 months of grant of EC as the part of the EMP budget. Accordingly EMP budget to be modified. 5. Conservation and management activities for the schedule-I species (Indian Skimmer, Black bellied tern, Sarus Crane, Gangetic River Dolphin, Indian Gharial, Mugger/Marsh crocodile,

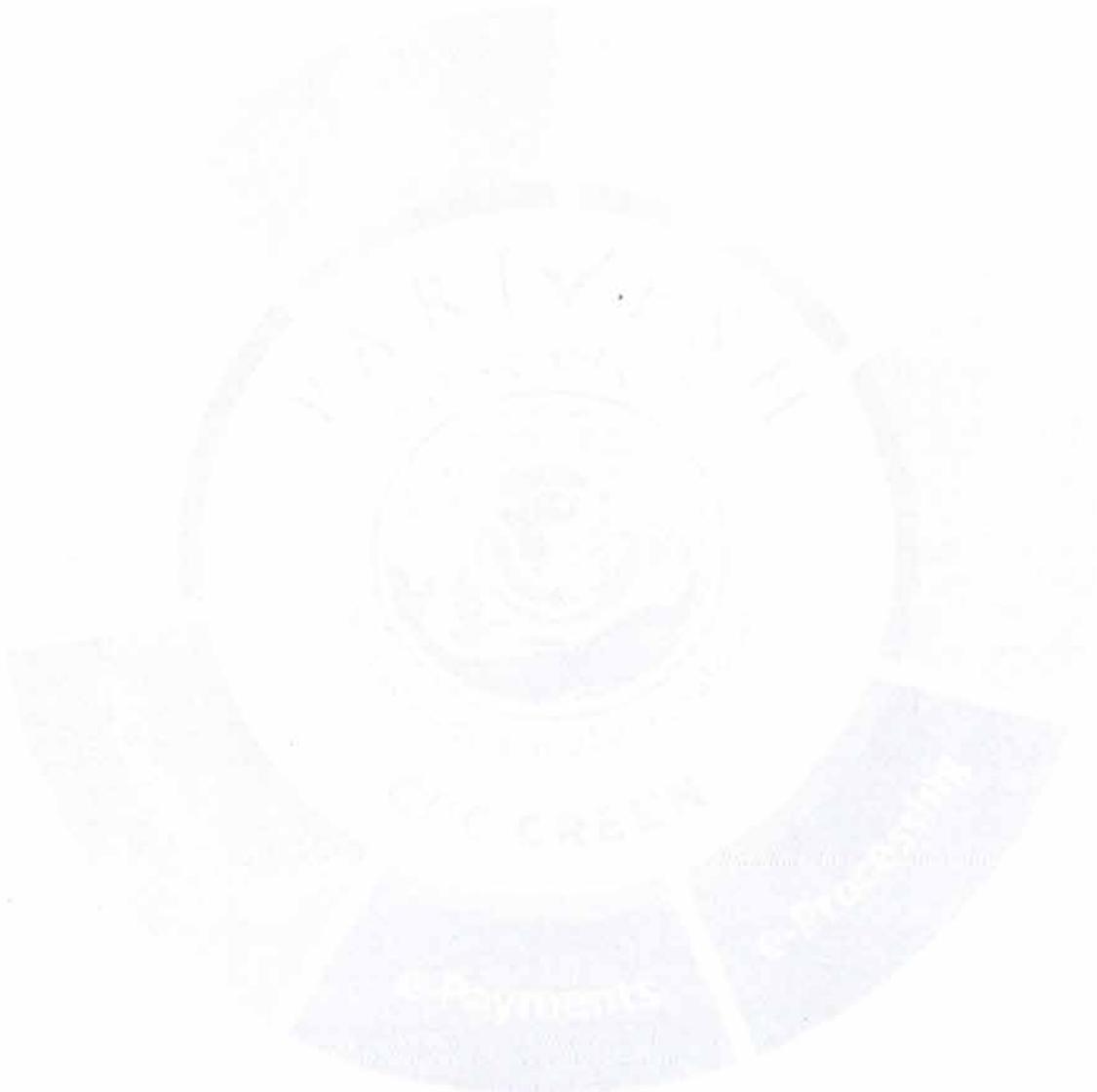
S. No	EC Conditions
	<p>Hard- and Soft-shelled Turtles, Golden Jackel, Indian Peafowl, Accipitridae family bird shall be implemented as suggested by the conservation plan prepared by the ZSI. A proposal for funding be sought from ZSI for a period from start of construction till 5 years post construction and accordingly funds be provided within 3 months of grant of EC as the part of the EMP budget. Accordingly EMP budget to be modified.</p> <p>6. All commitments made in the Wildlife Management & Conservation Plan submitted to the Ministry shall be implemented in letter and spirit. The status of implementation of Wildlife Management & Conservation Plan shall be submitted to the Regional Office of the Ministry along with 6 monthly compliance report.</p> <p>7. PP will make provision for contribution towards undertaking environmental sustainability programmes such as ground water rejuvenation, afforestation, solid waste management etc to the India Army as a part of EMP. Proposal regarding the same be sought from India Army Environmental Projects, QMG Branch, Army HQ and accordingly one time grant be provided within 3 months of grant of EC as the part of the EMP budget. Accordingly, EMP budget to be modified.</p> <p>1. A specific financial provision be made to the National Disaster Management Authority for infrastructure upgradation as a part of EMP. A general proposal regarding the same be sought from NDMA and provision for the same be made in EIA-EMP and accordingly provided to NDMA. Accordingly, EMP budget will be prepared.</p> <p>1. Wildlife movement during the construction be monitored by forest department and if found necessary additional over/underpasses be developed. Provision for the same be made in the project budget and provided to state forest department upon request.</p> <p>2. In chainage from 29+900 to 30+500 shall maintain minimum pears by increasing span length.</p> <p>3. The proponent shall obtain Forest Clearance for diversion of forest land as per Forest (Conservation) Act, 1980.</p> <p>4. No tree can be felled/transplant unless exigencies demand. Where absolutely necessary, tree felling shall be with prior permission from the concern Authority. Old, large and heritage value trees should be retained based on girth and age regulations as may be prescribed by the Forest Department. Where the trees need to be cut/transplanted with prior permission from the concerned local Authority, compensatory plantation in the ratio of 1:10 (i.e. planting of 10 trees for every 1 tree that is cut/ non-survival of any transplanted tree) shall be done and maintained. Plantations to be ensured species (cut) to species (planted). All the plantation will be done by state forest department as deposit work and not by private contractors.</p> <p>5. The proponent shall obtain permission from the competent authorities for tree felling along the proposed alignment.</p> <p>6. Trees with heronry (breeding ground for herons, egrets, etc), pelicanary or community nesting of birds like Painted Storks, Ibis, Egrets, Pelican, etc will not be allowed to fell. In case of presence of such, alignment will be required to be changed to save such trees.</p> <p>7. Green belt development (tree plantation) in lieu of the trees being felled in non-forest land should be carried out by the respective State forest departments as deposit work and not by the private contractor. Green belt must be developed using exclusively native species with maximum numbers of various species of ficus trees. No exotic species to be used for the same.</p> <p>8. Road side tree plantation of local fruit bearing species or in nearby village in collaboration with Gram Panchayats</p> <p>9. Besides all the structures proposed, an additional adequate number of Culverts shall be provided</p>

S. No	EC Conditions
	<p>for water supply to the agricultural land. All the Culverts proposed in the project shall be distinguished into water supply for the people and water supply for the agricultural land.</p> <p>10. No Ground water shall be extracted and used. Approval/permission of concerned authority shall be obtained before drawing surface water from canal or any other sources.</p> <p>11. Rain water harvesting pit shall be at least 3 - 5 m above the highest ground water table.</p> <p>12. In borrow pits, the depth of the pit shall be regulated such that the sides of the excavation will have a slope not steeper than 1:2, from the edge of the final section of bank. Soil erosion checking measures shall be carried out. Details for Borrow area operation and rehabilitation given in EIA report shall be followed.</p> <p>13. Quarry areas shall be barricaded during mining operations. The abandoned quarry shall be developed as water reservoirs with proper fencing around quarry area. Details for Quarry area operation and rehabilitation given the EIA report shall be followed.</p> <p>14. In all the construction sites within 150 m of the nearest habitation, noisy construction work such as crushing, concrete mixing will be stopped during the night time between 10.00 pm to 6.00 am. No noisy construction activities will be permitted around educational institutions/health centres (silence zones) up to a distance of 100 m from the sensitive receptors. All plants and equipment used in construction shall strictly conform to the CPCB/SPCB noise standards.</p> <p>15. Traffic Control Devices/Road Safety Devices/ Roadside Furniture including various types of cautionary, informatory, regulatory as mandatory signboards, road markers, studs, etc. shall be provided at appropriate locations all along the project stretch in accordance with the specifications laid down in Manual of Specifications and Standards for Expressways (IRC: SP:99-2013) and IRC:8, IRC:25, IRC:26, IRC:35, IRC:67, IRC:79, IRC:103 and Section 800 of MORTH Specifications.</p> <p>16. Prepare the traffic prediction report for complete project (including all packages of this project) considering the cumulative impact of the traffic on the environment and submit to the Ministry and concerned Regional Office within 3 months.</p> <p>17. All the major, minor bridges and culverts should not affect the drainage systems. Flood plains of the rivers/ drainage systems are not to be disturbed.</p> <p>18. Afforestation using compensatory plantation in the ratio of 1:10 shall be carried out. Native tree species shall be provided as per the IRC Guidelines on Landscaping and Tree Plantation (IRC:SP:21-2009). Effort should be made to plant native trees and Ficus species on both sides of the alignment. Special attention shall be given for protecting giant trees, and locally important trees (having cultural importance) and should be identified chainage wise.</p> <p>19. Project alignment should be managed in such a way to save the Heritage/old trees supposed to be affected by the proposed alignment.</p> <p>20. As per the Ministry's Office Memorandum F. No. 22-65/2017-IA.III dated 30th September, 2020, the project proponent shall abide by all the commitments made by them to address the concerns raised during the public consultation. The project proponent shall initiate the activities proposed by them, based on the commitment made in the public hearing, and incorporate in the Environmental Management Plan and submit to the Ministry. All other activities including pollution control, environmental protection and conservation, R&R, wildlife and forest conservation/protection measures including the NPV, Compensatory afforestation etc., either proposed by the project proponent based on the social impact assessment and R&R action plan carried out during the preparation of EIA report or prescribed by EAC, shall also become part of EMP and shall be implemented.</p> <p>21. Proponent shall keep the finish road level sufficiently elevated from ground level with provision of railing on both sides to restrict animal crossing in order to avoid the possibility of wildlife injury/death. Major water bodies have been observed in the vicinity of the proposed road alignment & may be potential human elephant conflict points, appropriate number of animal safe passages as per the guideline framed by the Wildlife Institute of India and in consultation</p>

S. No	EC Conditions
	with Chief Wildlife Warden.

Additional EC Conditions

N/A

**Signature Not Verified**Digitally Signed by : Dr Amardeep Raju
Member Secretary, MoEFCC (EC)Date: 14/11/2023



सत्यमेव जयते

Government of India

Ministry of Environment, Forest and Climate
Change

Regional Office, Lucknow

Online Proposal No.: **FP/UP/ROAD/430440/2023**Dated: **30/10/2023**

To,

Principal Secretary (Forest)/Additional Chief Secretary,
Department of Environment, Forest and Climate Change,
Bapu Bhawan, Lucknow,
Uttar Pradesh

Subject: Proposal for non-forestry use of **1.3128 ha.** of forest land under Forest (Conservation) Act, 1980 in favour of M/s NATIONAL HIGHWAY AUTHORITY OF INDIA for construction of 4-lane Prayagraj Inner Ring Road From CH. No. 0.000 to 65.045, in District:- Prayagraj (UTTAR PRADESH) – reg.

Sir/Madam,

I am directed to refer to the online proposal no. FP/UP/ROAD/430440/2023. dated 23/05/2023. on the above-mentioned subject seeking prior approval of the Central Government in accordance with section '2' of the Forest (Conservation) Act, 1980.

After careful consideration and approval of the proposal, I am directed to convey the **"In-Principle"** approval of the Central Government under section 2 of the Forest (Conservation) Act, 1980 for the Proposal for non-forestry use of **1.3128 ha.** of forest land under Forest (Conservation) Act, 1980 in favour of M/s NATIONAL HIGHWAY AUTHORITY OF INDIA for construction of 4-lane Prayagraj Inner Ring Road From CH. No. 0.000 to 65.045, in District:- Prayagraj (UTTAR PRADESH) subject to the fulfillment of the following conditions:

1. General Conditions

S. No	Conditions
1.1	Legal status of the diverted forest land shall remain unchanged
1.2	Forest land will be handed over only after required non-forest land for the project is handed over by the user agency.

TRUE COPY

S.No	Conditions
1.3	Compensatory afforestation shall be taken up by the Forest Department for plantation in an area of equivalent (1.3128 ha.) Non forest land in Village-Bashahara, Tehsil Meja, District-Prayagraj at the cost of the user agency. As far as possible, a mixture of local indigenous species shall be planted and monoculture of any species may be avoided.
1.4	The non-forest land proposed for CA shall be transferred and mutated in the name of Forest Department and notified as RF/PF prior to Stage-II approval. A copy of the original notification declaring the non-forest land under Section 4 or Section 29 of the Indian Forest Act, 1927, or under the relevant section of the State Forest Act as the case may be, will be submitted by the State Government prior to Stage-II approval.
1.5	The cost of compensatory afforestation at the prevailing wage rates as per compensatory afforestation scheme and the cost of survey, demarcation and erection of permanent pillars if required on the CA land shall be deposited in advance with the Forest Department by the project authority. The CA plantation will be maintained for 10 years. The scheme may include appropriate provision for anticipated cost increase for works scheduled for subsequent years.
1.6	The State Government shall charge the Net Present Value(NPV) for the 1.3128 ha. forest area to be diverted under this proposal from the User Agency as per the orders of the Hon'ble Supreme Court of India dated 30/10/2002, 01/08/2003, 28/03/2008, 24/04/2008 and 09/05/2008 in IA No. 566 in WP (C) No. 202/1995 and as per the guidelines issued by the Ministry vide letters No. 5-1/1998-FC (Pt.II) dated 18/09/2003, as well as letter No. 5-2/2006-FC dated 03/10/2006 and 5-3/2007-FC dated 05/02/2009. Revised amount of NPV as applicable as per orders dated 06-01-2022 and 19-01-2022 shall be deposited by User Agency in this regard.
1.7	Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.
1.8	User agency shall restrict the felling of trees to 47 trees/minimum number in the diverted forest land and the trees shall be felled under the strict supervision of the State Forest Department and the cost of felling of trees shall be deposited by the User Agency with the State Forest Department.
1.9	The complete compliance of the FRA, 2006 shall be ensured by way of prescribed certificate from the concerned District Collector.
1.10	Speed regulating signage will be erected along the road at regular intervals in the Protected Areas/ Forest Areas. Speed regulating signage will be erected along the road at regular intervals in the Protected Areas/ Forest Areas.
1.11	The user agency shall provide suitable under / over pass in Protected Area / Forest Area as per recommendations of CWLW / NBWL / FAC / REC.
1.12	User Agency shall obtain Environmental Clearance as per the provisions of the Environmental (Protection) Act, 1986, if applicable.
1.13	The layout plan of the proposal shall not be changed without prior approval of Central Government.
1.14	No labour camp shall be established on the forest land.

S. No	Condition
1.15	Sufficient firewood, preferably the alternate fuel, shall be provided by the User Agency to the labourer after purchasing the same from the State Forest Department or the Forest Development Corporation or any other legal source of alternate fuel.
1.16	The boundary of the diverted forest land shall be suitably demarcated on ground at the project cost, as per the directions of the concerned Divisional Forest Officer.
1.17	No additional or new path will be constructed inside the forest area for transportation of construction materials for execution of the project work.
1.18	The period of diversion under this approval shall be co-terminus with the period of lease to be granted in favour of the user agency or the project life, whichever is less.
1.19	The forest land shall not be used for any purpose other than that specified in the project proposal.
1.20	The forest land proposed to be diverted shall under no circumstances be transferred to any other agencies, department or person without prior approval of Govt. of India.
1.21	The KML file of the area to be diverted, the CA areas, the proposed SMC work, the proposed Catchment Area Treatment area and the WLMP area shall be uploaded on the e-Green watch portal with all requisite details before commencement of works.
1.22	Any order of Temporary Work Permission in case of linear projects for tree cutting and commencement of work as per clause 11.2 of FCA Guidelines shall be passed under intimation to Nodal office and this office. Order of Temporary Work Permission have to be uploaded on PARIVESH Portal as well. Nodal Officer will strictly monitor and ensure that no further activity is carried out under such permission after the expiry of one year from the date of issue of such permission.
1.23	Violation of any of these conditions will amount to violation of Forest (Conservation) Act, 1980 and action would be taken as per the MoEF&CC Guideline F. No. 11-42/2017-FC dt. 29/01/2018.
1.24	Any other condition that the Ministry of Environment, Forests & Climate Change may stipulate from time to time in the interest of conservation, protection and development of forests & wildlife.
1.25	All the funds received from the user agency under the project shall be transferred/ deposited to CAMPA fund only through e-portal (https://parivesh.nic.in/).
1.26	The compliance report shall be uploaded on e-portal (https://parivesh.nic.in/).

2. Standard conditions

S. No	Conditions
2.1	The violation of any of the conditions stipulated under this approval will be liable to the cognizance and appropriate action under MoEFCC rules and Guidelines as applicable, specifically MoEFCC Guidelines dated 15/05/2023, authorizing officers of the rank of Divisional Forest Officer

S. No	Conditions
	(DFO)/Deputy Conservator of Forests (DCF) and above of the State Government or Union territory Administration concerned, having jurisdiction over the forest land in respect of which any offence under the Forest (Conservation) Act, 1980 is committed or violation of the provisions of the said Act has been made, to file complaints against such person/authority/organization, prima-facie found guilty of offence under the Act or the violation of the rules made thereunder, in the court having jurisdiction in the matter.

3. Specific Conditions

S. No	Conditions
3.1	Concerned DFO needs to certify that the proposed CA land is non-forest land and the boundaries depicted on DSS (Decision Support System) shall be rectified accordingly.
3.2	Geo referenced cadastral map overlaying the forest boundaries of the proposed CA site needs to be submitted prior to Stage-II approval.
3.3	Multiple KML file and Geo-referenced map in the different location has been uploaded on the Parivesh portal. Duplicate files needs to be removed from the PARIVESH portal.
3.4	No objection certificates from concerned dept. like Irrigation, Railway etc. needs to be uploaded online on portal prior to Stage-II approval.

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

Copy To

pccf-up@nic.in,

ccfnodalup@gmail.com, cf_ald@yahoo.co.in, dfoallahabad@yahoo.co.in, ald@nhai.org

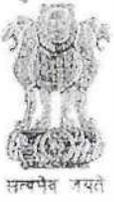
psecforest-up@nic.in,

Your's faithfully

Signature Not Verified

Digitally Signed by : Dr PRACHI
GANGWAR
Deputy Inspector General of Forest, IRO

Date: 30/10/2023



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

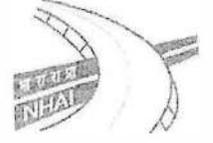
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

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

प्लॉट-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 * G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



NHAI/HQ/UP(E)/PIU-Prg/Pkg-II/E-182284/2023/403

Date: 19.12.2023

To,

Regional Officer, UP (East)
National Highways Authority of India,
S-2/656, A-3B, Varuna Vihar Colony, 2nd & 3rd Floor,
One Place Tower, (Behind J.P. Mehta Sr. Secondary School),
Sirkraul, Varanasi-221002 (U.P.)

Sub.: Construction of new 4 lane Prayagraj Southern Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of UP under Bharatmala on EPC mode - Declaration of Appointed Date-Reg.

Ref.: E-File No. 230156

Sir,

Please refer e-file under reference recommending therein declaration of Appointed Date for the above mentioned project.

2. In this regard, the approval of the Competent Authority is hereby conveyed to notify Appointed Date for the Subject Project w.e.f. 19.12.2023 subject to the following condition:-

- i. Drone Videography of project highway may be conducted as per NHAI Policy Circular Prior to start of work by the Contractor.
3. It is therefore requested to intimate the Contractor accordingly.
4. This issues with the approval of Competent Authority.

Yours Faithfully,

M (7)
For n.a.m.
[Signature]

[Signature]
(M. K. Bansal)
GM(T)-UP(E)

Copy to:- For information and necessary action please

- i. PD, PIU Prayagraj
- ii. M/s GPT Infraprojects Ltd.



267
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन ईकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
दूरभाष/Phone : 0532-2422035. फैक्स/Fax : 0532-2421019. ई-मेल/Email : ald@nhai.org



69

11015/NHAI/Ring Road/PIU/Prg/32260

Date: 19.12.2023.

To,

M/s GPT Infraprojects Ltd.
GPT Centre, JC-25, Sector-III, Salt Lake
Kolkata-700106
Email:-info@gptgroup.co.in,
shivendra.k@gptgroup.co.in

Sub: Construction of new 4-Lane Prayagraj Southern Bypass from design km. 43.200 (near Mahuari) to design Km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km.) Package-2 under Phase-I on NH-19 in the state of UP under Bharatmala on EPC mode- **Declaration of Appointed Date-reg.**

Ref : (i) Contract Agreement dated 20.11.2023
(ii) Handover Memorandum dated 24.11.2023
(iii) NHAI/HQ/UPE/PIU-Prg/Pkg-II/E-182284/2023/403, dated 19.12.2023

Sir,

Subsequent upon signing of Handover Memorandum dated 24.11.2023 & procurement of other statutory requirements as per Articles 3 and 8 of the Contract Agreement and the Appointed Date of the subject project is being notified w.e.f. 19.12.2023 with the approval of Competent Authority NHAI, subject to the following condition: -

- i. Drone Videography of project highway may be conducted as per NHAI Policy Circular Prior to start of work by the Contractor.
2. You are requested to commence the Project Activities w.e.f. 19.12.2023 and submit the various compliances as per provisions of the Contract Agreement.

For kind information & necessary action

Thanking you,

Yours faithfully,

(Pankaj Mishra)
GM (T)/Project Director

Copy to:

1. Regional Officer, RO (UP-East), NHAI Varanasi.
2. GM(T)-UP(East), NHAI HQ, New Delhi.



सत्यमेव जयते

ANNEXURE - F

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) NATIONAL HIGHWAYS AUTHORITY OF INDIA (Ministry of Road Transport & Highways, Govt. of India) परियोजना कार्यान्वयन इकाई-प्रयागराज Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
दूरभाष/Phone : 0532-2422035, फैक्स/Fax : 0532-2421019, ई-मेल/Email : oid@nhai.org



70

11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/35089

Date:07.11.2024

Authorised Signatory

Theme Engineering Services Pvt Ltd
B-24, Gokul Vatika, Jawahar Circle,
Jaipur Rajasthan -302018
Email: theme@themeengineering.com

Authorised Signatory

M/s GPT Infraprojects Ltd.
GPT Centre, JC-25, Sector III,
Salt Lake, Kolkata-700106
Email: shivendra.k@gptgroup.co.in

Sub: Construction of new 4 lane Prayagraj Southern bypass from design Km 43.200 (near Mahuwari) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Strict Compliance with Instructions and Fulfillment of Commitments - Mahakumbh 2025 Access Road (Package 2)- Reg.**

Sir,

This letter is issued in reference to the meeting held on 06.11.2024, chaired by the Chairman, NHAI, regarding the ongoing construction of the access road from Mirzapur NH-35 to the VUP at km 47 under Package 2 for Mahakumbh 2025. During this meeting, critical instructions were issued, and commitments were made by the Concessionaire, which must be adhered to without exception.

It has been confirmed that the total length of the access road required for Mahakumbh 2025 is 5.6 km, with current progress reported at 82%. The Chairman has given clear directions that the priority section of the road must be completed by 30.11.2024, and this deadline is final. The Concessionaire has committed to this date, and there can be no deviation from it. The Authority Engineer is directed to ensure that all necessary steps are taken to guarantee timely completion of the work in accordance with the specified schedule. Any delays will be considered unacceptable and subject to severe consequences.

Further, as per the Chairman's instructions, it is mandatory to carry out the beautification of the roads by planting winter-blooming plants. This will not only enhance the aesthetic value of the road but also create a welcoming atmosphere for the pilgrims and visitors during the Mahakumbh. Additionally, the Chairman has directed that adequate signages, including regulatory, informative, and directional signs, be installed throughout the stretch to facilitate road users and ensure smooth traffic flow. Given that the Mahakumbh will take place during the winter season, when fog is a common occurrence, it is essential to implement sufficient lighting, install cat eyes, and carry out retroreflective work on the roads to improve visibility and ensure the safety of all road users. These measures should be given equal priority to ensure both functionality and safety of the road infrastructure.

The Project Implementation Unit (PIU) will be conducting daily monitoring of all ongoing works. The Authority Engineer and Concessionaire are directed to ensure that progress is closely tracked, and any issues or delays are flagged immediately to the PIU. Should there be any deviation from the timeline or quality standards, corrective measures will be taken

without delay. It is imperative that the highest standards of safety, cleanliness, and efficiency are maintained throughout the course of the project.

In addition, the Authority Engineer and Concessionaire must provide regular progress reports, highlighting any challenges and the steps taken to address them. This information is to be communicated promptly to the PIU, with clear justifications for any delays or issues. The PIU will not tolerate any excuses for failure to meet the required standards or deadlines. Non-compliance will result in immediate escalation and penalties as per the terms of the contract.

The PIU expects full cooperation from the Authority Engineer and the Concessionaire in ensuring that the project is completed as per the prescribed timelines and quality standards

Yours Faithfully



(Pankaj Mishra)

GM (T) / Project Director

Copy to: RO (UP-East), NHAI Varanasi.



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन ईकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजिनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
दूरभाष/Phone : 0532-2422035, फ़ैक्स/Fax : 0532-2421019, ई-पैत/Email : old@nhai.org



72

11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/35100

Date:08.11.2024

Authorised Signatory

Theme Engineering Services Pvt Ltd
B-24, Gokul Vatika, Jawahar Circle,
Jaipur Rajasthan -302018
Email: theme@themeengineering.com

Authorised Signatory

M/s GPT Infraprojects Ltd.
GPT Centre, JC-25, Sector III,
Salt Lake, Kolkata-700106
Email: shivendra.k@gptgroup.co.in

Sub: Construction of new 4 lane Prayagraj Southern bypass from design Km 43.200 (near Mahuwari) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Compliance with Directions for Mahakumbh 2025 Preparations- Reg.**

Sir,

In reference to the videoconference held on **8th November 2024**, convened by the **Member (NHAI)**, to review the progress of work related to the **Mahakumbh 2025** and subsequent meeting held in the office of the Project Director PIU-Prayagraj on the same day, several key directives have been issued to ensure the readiness of infrastructure well before the commencement of the event. It is imperative that these directions are implemented without any delays, as Mahakumbh 2025 is expected to draw millions of visitors, making safety and accessibility top priorities.

The first directive pertains to the installation of the **Advanced Traffic Management System (ATMS)***. As emphasized in the meeting, the ATMS must be installed as a part of the project facilities in accordance with **Schedule C of the Agreement**. The EPC contractor is responsible for ensuring that the system is fully operational 24x7, and the Authority Engineer is required to ensure that the placement of cameras is done in a manner that allows for optimal monitoring of traffic flow. This system is vital for managing the large volumes of traffic expected during the Mahakumbh period, and its timely and functional installation is crucial.

Secondly, the lighting arrangements along the roads leading to and within the vicinity of the event areas were highlighted as a priority in the meeting. Given the global significance of Mahakumbh 2025, the roads must be equipped with adequate lighting to ensure safe travel for the pilgrims and other visitors. This requirement should be done as outlined in **Schedule C** of the Contract Agreement. The Authority Engineer is directed to closely monitor the implementation of this directive and ensure that the necessary lighting installations are completed on time. It is also essential that the lighting system is checked regularly to maintain its functionality, particularly in anticipation of the high footfall expected during the event.

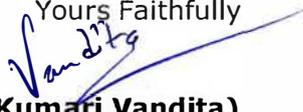
In addition, the **plantation** of winter-blooming flowers was discussed as part of enhancing the aesthetics of the project area. As per the meeting, the EPC contractor is

instructed to carry out plantation activities aimed at improving the visual appeal of the roads and surrounding infrastructure. The suggestion was made to focus on planting flowers that bloom in winter, which would contribute to the overall ambiance and presentation of the area, creating a welcoming atmosphere for the pilgrims attending Mahakumbh 2025.

Furthermore, recognizing that the event will take place during the winter months, which are often accompanied by dense fog, a specific directive was issued concerning visibility improvements on the roads. The EPC contractor is required to install sufficient **cat eyes, solar blinkers, and retro-reflective markings** along the roads to improve visibility during foggy conditions. The regular maintenance and inspection of the lighting systems, as well as the visibility aids, must be ensured to address any potential issues promptly. The ATMS staff will play a critical role in regularly monitoring the road conditions and visibility, particularly during foggy periods, to ensure that all roads remain safe for travel. It is essential that these measures are implemented in a manner that guarantees safe driving conditions for all road users throughout the duration of the event.

These directions, issued in the meeting chaired by the Member (NHAI) and conveyed through the Project Director, are of utmost importance and require immediate attention. The Authority Engineer is expected to oversee the execution of all these measures and ensure that they are completed as per the agreed timelines. Regular updates on the progress of these actions must be communicated to the NHAI office, and any challenges in meeting the deadlines must be promptly reported for timely resolution.

Yours Faithfully


(Kumari Vandita)
Manager (Tech)

Copy to: RO (UP-East), NHAI Varanasi.



सत्यमेव जयते

272
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
दूरभाष/Phone : 0532-2422035, फॅक्स/Fax : 0532-2421019, ई-मेल/Email : ahd@nhai.org



74

11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/ 35114

Date:11.11.2024

Authorised Signatory

Theme Engineering Services Pvt Ltd
B-24, Gokul Vatika, Jawahar Circle,
Jaipur Rajasthan -302018
Email: theme@themeengineering.com

Authorised Signatory

M/s GPT Infraprojects Ltd.
GPT Centre, JC-25, Sector III,
Salt Lake, Kolkata-700106
Email: shivendra.k@gptgroup.co.in

Sub: Construction of new 4 lane Prayagraj Southern bypass from design Km 43.200 (near Mahuwari) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Direction for Essential Project Facilities and Infrastructure for Mahakumbh 2025 – Reg.**

Sir,

In view of the upcoming **Mahakumbh 2025**, it is imperative that the necessary project facilities and infrastructure be established at the project site to ensure the smooth functioning and safety of the public. Accordingly, the following provisions must be implemented as per the requirements of the Project Implementation Unit (PIU):

Incident Management Vehicles: Adequate incident management vehicles must be made available at the site to address any emergencies promptly.

Road Illumination: It is essential to provide continuous and proper illumination at the site using cat eyes, retroreflectors, and delineators, ensuring visibility and safety for all road users, especially during night hours.

Advanced Traffic Management System (ATMS): A fully dedicated Advanced Traffic Management System (ATMS) should be installed at the site to monitor and manage traffic effectively during the Mahakumbh period.

1033 Helpline Informative Boards: The installation of clear and visible 1033 helpline informatory boards at strategic locations along the road is a priority. These should provide quick access to emergency services.

Traffic Signage: Comprehensive traffic signages should be placed along the entire road alignment in accordance with safety standards and regulatory requirements.

Welcome Board: A welcome board should be installed at both the entry and exit points of the project site, offering clear guidance to all visitors and participants.

These installations and provisions are vital to ensure public safety, smooth traffic management, and overall operational success during Mahakumbh 2025. This office expects

full compliance with these directions, and directs for the confirmation of the timelines and progress in implementing these facilities at the earliest.

Yours Faithfully



(Kumafi Vandita)
Manager (Tech)

Copy to: RO (UP-East), NHAI Varanasi.



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways, Govt. of India)

परियोजना कार्यान्वयन इकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजिनी नायडु मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001

दूरभाष/Phone : 0532-2422035, फॅक्स/Fax : 0532-2421019, ई-मेल/Email : ahd@nhai.org



11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/ 35262

Date: 26.11.2024

To,

Authorised Signatory

Theme Engineering Services Pvt Ltd
B-24, Gokul Vatika, Jawahar Circle,
Jaipur Rajasthan -302018
Email: theme@themeengineering.com

Sub: Consultancy Services Authority Engineer for Construction of new 4 lane Prayagraj Southern bypass from design Km 43.200 (near Mahuwari) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Direction for Completion of Remaining Works on Access Road for Mahakumbh and Coordination with Contractor for Work Programme – Reg.**

Sir,

This is in reference to the ongoing construction of the access road for the Mahakumbh 25 in subject work, specifically the **5.6 km stretch** assigned to the contractor. It has come to the attention that the Dense Bituminous Macadam (DBM) work is nearing completion. As such, it is essential that the Bituminous Concrete (BC) work be completed within the current month of **November 2024**. Ensure that the contractor prioritizes the BC work and completes it without delay.

Additionally, the contractor is required to submit a detailed work programme for the completion of the remaining tasks, including:

1. Road Marking and signages
2. Construction of Drains
3. Road Illumination
4. Plantation
5. Completion of Balance work in Raised Seperator/ Kerb/ Median/ Shoulder/ RE Wall etc.

These remaining works must be completed by **15th December 2024**. Ensure that the contractor submits the work programme within three working days and adheres to the schedule to meet the critical deadlines for the Mahakumbh preparations.

Further, during the recent visit of the Hon' ble Chairman of NHAI, it was specifically directed that the viaduct be covered with green hessian cloth in a neat and orderly manner to enhance the visual appeal of the site. This task is intended to improve the aesthetics of the project and make the area visually appealing for pilgrims. Ensure that the contractor executes this work promptly and in a professional manner.

Additionally, conduct a joint of Road Safety Expert with contractor to review the remaining road safety elements and finalize the plan for road safety installations. The expert should work closely with the contractor to **prepare a comprehensive safety plan, covering necessary road safety items such as signago, barriers, and other safety measures.**

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It is imperative that all these tasks are completed within the stipulated timeframes to ensure the timely and successful completion of the access road for the Mahakumbh. Monitor the progress closely and ensure the contractor complies with these directives.

Thank you for your attention to this matter.

Yours Faithfully



(Pankaj Mishra)
GM (T) / Project Director

Copy to: 1. RO (UP-East), NHAI Varanasi
2. Authorised Signatory, M/s GPT Infraprojects Ltd., Prayagraj.



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001
दूरभाष/Phone : 0532-2422035, फैक्स/Fax : 0532-2421019, ई-मेल/Email : ekd@nhai.org

78



11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/ 35264

Date: 26.11.2024

To,

Authorised Signatory

Theme Engineering Services Pvt Ltd
B-24, Gokul Vatika, Jawahar Circle,
Jaipur Rajasthan -302018
Email: theme@themeengineering.com

Authorised Signatory

M/s GPT Infraprojects Ltd.
GPT Centre, JC-25, Sector III,
Salt Lake, Kolkata-700106
Email: shivendra.k@gptgroup.co.in

Sub: Construction of new 4 lane Prayagraj Southern bypass from design Km 43.200 (near Mahuwari) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Completion of Civil Works for Mahakumbh 2025 and Site Presentation before Visit of Secretary, MoRTH on 07.12.2024- Reg.**

Sir,

This is to inform you that the NHAI Headquarters has notified the PIU regarding the probable visit of the Secretary, Ministry of Road Transport and Highways (MoRTH), for the inspection of the Ring Road on **07.12.2024**.

In view of this, it is hereby directed that all civil works targeted for completion before the Mahakumbh 2025, must be completed prior to the inspection date. Furthermore, it is essential that the site be made presentable, ensuring that all construction activities (targeted for Mahakumbh), and the work environment reflects the project's progress and standards.

The following actions are to be undertaken immediately:

1. Ensure the completion of all civil works, including road construction, drainage, and any ancillary work, as per the approved schedule of Mahakumbh, ahead of the 07.12.2024 inspection date.
2. Any ongoing activities (not in target of Mahakumbh) must be properly secured and managed to avoid hindrance during the inspection.
3. The site must be cleared of all construction debris, materials, and equipment not essential for the ongoing work.
4. Ensure that all temporary structures, signage, and other installations that may impede the visual presentation of the site are appropriately managed.

It is expected that these instructions be strictly followed to ensure that the site is ready for inspection and that no further delays occur in meeting the required deadlines for the Mahakumbh 2025.

Also acknowledge receipt of this directive and confirm compliance at the earliest.

Yours Faithfully

(Pankaj Mishra)
GM (T) / Project Director

Copy to: RO (UP-East), NHAI Varanasi.



सत्यमेव जयते

ANNEXURE - G

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) NATIONAL HIGHWAYS AUTHORITY OF INDIA (Ministry of Road Transport & Highways, Govt. of India)

परियोजना कार्यान्वयन इकाई-प्रयागराज
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001
18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001

दूरभाष/Phone : 0532-2422035, फैक्स/Fax : 0532-2421019, ई-मेल/Email : add@nhai.org

79



11015/NHAI/IRR/NMCG/PIU/Prg/²⁷⁷35975

Date: 28.02.2025

To,

Project Director,
State Mission for Clean Ganga, Uttar Pradesh
Department of Namami Gange and Rural Water Supply, Govt. of UP
Lucknow, Uttar Pradesh

Sub: Construction of new 4 lane Prayagraj Southern Greenfield bypass from design Km 43.200 (near Mahuwari Nibi Kala Uparhar) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode: **Approval from NMCG for Major Bridge on river Ganga- reg**

Sir,

It is to inform that construction of Prayagraj Inner Ring Road is proposed around Prayagraj city and subject Package-2 under Phase-I has been awarded to M/s GPT Infraprojects Ltd. The subject Package-2 also consists of Major Bridge (3100m length) on river Ganga. Permission from National Mission of Clean Ganga (NMCG) has been sought for construction of Major Bridge on river Ganga under subject project vide application no NMCG2024101717233 on NMCG portal.

The proposal was taken up before District Ganga Protection Committee on 06.01.2025 for recommendation of construction of the subject bridge. After due consideration, the committee recommended for construction of subject bridge on river Ganga. Minutes of Meeting, duly signed by all the committee members and Chairperson of the committee is enclosed.

In light of above, it is kindly requested for consideration of the subject project for further recommendation for clearance from National Mission for Clean Ganga.

For necessary action please.

Thanking You

Encl: As above

Yours faithfully,

(Pankaj Mishra)

GM (T)/Project Director

- Copy to:1. District Magistrate cum Chairman and all committee members of District Ganga Protection Committee, Prayagraj
2. Regional Officer, (UP-East), NHAI, Varanasi
3. Authorized Signatory, M/s GPT Infraprojects Ltd
4. Team Leader, M/s Theme Engineering Services Pvt Ltd.

Minutes of Meeting of District Ganga Protection Committee, held on 06.01.2025 at the Sangam Conference Hall, District Magistrate Office, Prayagraj for discussion of proposal sent to District Ganga Committee for recommendation and approval of National Mission for Clean Ganga, Ministry of Jal Shakti, Department of water Resource, River Development & Ganga Rejuvenation Government of India regarding the agenda points mentioned below.

Agenda: Recommendation for approval for proposed Ganga Bridge of 3.1 Km on river Ganga under Package-2 of Phase-I of Prayagraj Southern Bypass/Inner Ring Road

Date: 06.01.2025	Location: Sangam Conference Hall, DM Office, Prayagraj
------------------	--

Meeting Chair: Shri Ravindra Kumar Mandar, District Magistrate, Prayagraj (Chairman of District Protection Ganga Committee)

List of Participants: Attached as Annexure-I

A meeting was convened under the leadership of Sh. Ravindra Kumar Mandar (District Magistrate, Prayagraj), involving Sh. Gaurav Kumar (CDO, Prayagraj), Sh. Arvind Kumar Yadav (DFO, Prayagraj), Dr **AK Tiwari** (CMO, Prayagraj) along with other distinguished members of the District Ganga Committee. Also, in attendance the General Manager/Project Director from NHAI, Prayagraj and additional participants listed in Annexure-I. The meeting was held on 06.01.2025 at Sangam Sabhagar, Prayagraj. Along with other agenda points recommendation of proposal by NHAI, Prayagraj for construction of major bridge on river Ganga to National Mission for Clean Ganga was discussed. The proponent has consented to follow the guidelines, rules and regulation issued by the National Mission for Clean Ganga, Ministry of Jal Shakti, Department of water Resource, River Development & Ganga Rejuvenation Government of India.

The discussion was initiated by Project Director, NHAI, Prayagraj by detailed presentation of the proposal attached at Annexure-A. Proposal under consideration of the committee is for approval of construction of a Major Bridge of length 3.1 Km on river Ganga under Package-2 of Phase-I of Prayagraj Southern Bypass/Inner Ring Road.

- A greenfield Prayagraj Southern Bypass/Inner Ring Road of 64.763 Km has been proposed around Prayagraj City. The Prayagraj Inner Ring Road is a significant infrastructure project with a total length of 96.763 km. This includes 64.763 km of Greenfield development (to be constructed/under construction road) and 32 km of an already built Prayagraj Bypass.
- Prayagraj Southern Bypass begins at Nawabganj on NH-19, heading southward around Prayagraj city, and then reconnects to NH-19 near Sahson village. The road connects key national highways: NH-19, NH-30, NH-35, NH-319D and the Old GT Road at two points.

AK
DFO

H. Prasad

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Page 1 of 4

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[Handwritten signature]

- The project also involves the construction of two major bridges over the Ganga River and one major bridge over the Yamuna River, making it a vital connection for the region.
- Once completed, the road will help ease traffic congestion within Prayagraj city and provide significant benefits during the Maghmela held every year and Kumbh Mela held at every 6 and 12 years in the city making it easier for pilgrims to travel.
- The project Prayagraj Southern Bypass has been divided into 2-Phases. The Phase-I (Total Length 31.440 km) has been divided into 3 Packages keeping in view the ease of construction. At present, construction is ongoing for Package-2 and Package-3 of Phase-1. Further, Pkg-1 of Phase-I is under bidding.
- Once constructed Prayagraj Southern Bypass/Inner Ring Road will lead to decongestion of the city and will act as the prime artery from southern side of the city. It will enhance economic development, provide employment opportunities to locals, strengthen tourist development, ensure road safety and provide better transportation facilities. Further, due to decongestion it will lead to decrease in pollution in the city.

The required permission is for construction of major bridge of length 3.1 Km to be constructed on river Ganga under Package-2 of Phase-I. Package-2 comprises total length of 7.660 Km and the bridge will connect Naini (near Lawayankala village) and Jhunsi (near NababaUparhar) areas of Prayagraj. Salient features of the major bridge are as under:

- Type of bridge: Extradosed/PSC
 - Length: 3.1 Km
 - Road configuration: 6 Lane
 - Width of the road: 32m+ median
- NOC for GAD of the major bridge from Inland Waterways Authority of India(IWAI) has already been obtained. Environment Clearance and Forest Clearance have also been obtained on 14.11.2023 and 30.10.2023 respectively. Project has also been approved by Network Planning Group.

Scheduled date of completion of the project is 16.06.2026.

Recommendation of the Committee on agenda:

- There was an extensive discussion around the proposed plan. Committee members asked questions about the plan's feasibility, cost implications, cultural aspects and resources required. Adequate clarifications were provided by the presenter, addressing all major concerns.
- Construction of Prayagraj Southern Bypass/ Inner Ring Road will be very critical for reducing congestion of traffic inside Prayagraj city specially looking to the growing vehicle count in the city. Construction of Prayagraj Southern Bypass/Inner Ring Road will also lead to reduction in pollution level inside the city.
- Construction of Inner Ring Road will boost will also help in getting relief from the issue of no entry of heavy traffic in Prayagraj and hence will enhance economical output.
- Prayagraj Southern Bypass/Inner Ring will play a very vital role in organizing Maghmela held every year and Kumbh mela held at every 6 & 12 years and it will facilitate smoother movement of traffic.

Page 2 of 4

A3/DFD.

H. Shukla

Handwritten signatures and initials, including "EF", "O", and "MP", along with a large stylized signature.

- At present Shastri Bridge on river Ganga serves as only connectivity for traffic crossing river Ganga. Construction of Major Bridge on river Ganga under Package-2 in Phase-I will also be very critical as it will provide additional option for crossing Ganga river especially in contingency situation which also demands diversion of traffic.

Thus, it is recommended to sanction the approval for construction of Major Bridge on river Ganga connecting Naini (near Lawayankala village) and Jhunsi (near NababaUprahar village) under Prayagraj Ring Road project.

Closing Statement and recommendation of the committee:

- The meeting was successfully conducted with notable members of the District Ganga Protection Committee. The proposal presented at the meeting was extensively discussed and successfully recommended for approval by the Committee. The meeting was marked by constructive discussions and the active involvement of all the members. Consequently, the project was examined thoroughly, before approval, ensuring its feasibility and positive impacts.
- The project will strictly adhere to the Ministry of Water Resources, River Development and Ganga Rejuvenation Notification No 2458, Regd No DL-33004/99 dated 07.10.20216 and any other guideline released from time to time. The project will also strictly adhere to any order of Hon'ble NGT and any other court in the matter.
- All actions pertaining to the project will meet the approval standards set by the National Mission for Clean Ganga (NMCG)
- Necessary steps will be taken to ensure that the project do not impact the sanctity of River Ganga or disrupt the order of its natural environment.
- The committee, therefore recommends approving this proposal in line with national guidelines.

The Chairman of the District Ganga Protection Committee expressed deepest gratitude to all members who participated in this essential meeting held today and adjourned the meeting with vote of thanks.





(Umesh Shukla)
Sr. Manager Environment, IFFCO
Phoolpur Representative from Local
Industries



(Digvijay N. Shukla)
Executive Engineer,
Representative from Flood
Works Division, Prayagraj



(Uttam Kumar Verma)
Environmental Engineer,
Representative from
Municipalities



(Uttam Kumar Verma)
Environmental Engineer,
Environmentalism Associated with
River Protection



(Ashutosh Yadav)
Executive Engineer,
Representative from Urban
Drinking Water Department
Prayagraj



(S C Shukla)
Regional Officer UPPCB,
Representative from
State
Pollution Control Board
Prayagraj



(Bholanath Kanhujiya)
DDO,
Representative from Gram
Panchayats



(Dr. RK Tiwari)
Chief Medical Officer,
Representative from Public
Health and Engineering
Prayagraj



(Arvind K. Yadav)
Divisional Forest Officer,
Prayagraj



(Praveen Kutti)
Executive Engineer,
Representative
From Rural Drinking Water
Department
Prayagraj



(Gaurav Kumar)
Chief Development Officer,
Nodal Officer,
District Ganga Committee
Prayagraj



**(Ravindra Kumar
Mandar)**
District Magistrate,
Prayagraj
Chairman,
District Ganga Committee
Prayagraj

Copy to:

1. Chief Development Officer, Prayagraj
2. Divisional Forest Officer, Prayagraj
3. Chief Medical Office, Prayagraj
4. Executive Engineer, Flood Works Division, Prayagraj
5. Regional Officer, UPPCB, Prayagraj
6. Environmental Engineer, Nagar Nigam, Prayagraj
7. Sr. manager Environment, IFFCO Phoolpur, Prayagraj
8. DDO, Prayagraj



Date: 27/03/2025

Subject: Minutes of the 8th Meeting of the Cell held on 24th March 2025 at NMCG, New Delhi.

A copy of the minutes of the 8th meeting of the Cell held through hybrid mode on 24th March 2025 at National Mission for Clean Ganga, DOWR, RD & GR, Ministry of Jal Shakti is forwarded with approval of competent authority.

Anup Kumar Srivastava
Executive Director (Technical)

Encl: As Above

To

1. Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.
2. Additional Director, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.
3. Chief Engineer (P&DO), Central Water Commission, 901(S), Sewa Bhavan, RK Puram, New Delhi 110066.
4. Deputy Director General (DDG), National Mission for Clean Ganga, Delhi.
5. Consultant (Legal), National Mission for Clean Ganga, Delhi.

Copy to:

1. Project Director, State Mission for Clean Ganga-UP (SPMG-UP), Plot No-18, Sector-7, Gomti Nagar Extension, Lucknow, - 226010.
2. Project Director, NHAI, PIU, 18-C/28-A, Sarojini Naidu Marg, Near A.G. Office, Civil Lines, Prayagraj - 211 001 with a request to share presentation on the proposal to anjali.nihr@gov.in on or before 24th March, 2025.

Copy for information:

1. Director General, National Mission for Clean Ganga, New Delhi

Minutes of 8th Cell Meeting for grant of approval from the NMCG, held on 24th March 2025

The Eight meeting of the Cell was held on 24.03.2025 at NMCG, New Delhi in hybrid mode to consider proposals namely- 1. *Construction of a Major Bridge (3100m) on the river Ganga under package-2 of Phase –I Prayagraj Southern Bypass (Greenfield)“ between Jhusi to Naini, Prayagraj” under section 42 of NMCG Authority’s order 2016*

The list of the participants is attached at **Annexure-1**.

Proposal: Construction of a Major Bridge (3100m) on the river Ganga under package-2 of Phase –I Prayagraj Southern Bypass (Greenfield)“ between Jhusi to Naini, Prayagraj” under section 42 of NMCG Authority’s order 2016

1. Presentation by the Project Proponent

- a) Project involves construction of a Greenfield Prayagraj southern bypass /inner ring road of 64.763 km which has been proposed around Prayagraj City. The road connects key national highways NH 19, NH 30, NH 35, NH 319 and the old GT road at two points.
- b) Once constructed Prayagraj Southern Bypass/Inner Ring Road will lead to decongestion of the city and will act as the prime artery from southern side of the city. It will enhance economic development, provide employment opportunities to locals, strengthen tourist development, ensure road safety and provide better transportation facilities. Further, due to decongestion, it will lead to decrease in pollution in the city.
- c) Permission was sought for construction of major bridge of length 3.1 Km to be constructed on river Ganga under Package-2 of Phase-1. Package-2 comprises total length of 7.660 Km and the bridge will connect Naini (near Lawayankala village) and Jhusi (near Nababa Uparhar) areas of Prayagraj. The proposed site is located in seismic zone II. Salient features of the major bridge are as under:
 - i. Type of bridge: Extradosed/PSC
 - ii. Length: 3.1 Km (2.067 km in river basin; 1.033 km in Flood plain)
 - iii. Road configuration: 6 Lane
 - iv. Width of the road: 32m+ median
- d) NOC for General Alignment and Drawing (GAD) of the major bridge from Inland Waterways Authority of India (IWAI) has already been obtained. Environment Clearance and Forest Clearance have also been obtained on 14.11.2023 and 30.10.2023 respectively, Project has also been approved by Network Planning Group.
- e) Proposal was recommended by DGC, Prayagraj via letter dated 28.02.2025.
- f) The scheduled completion date of the project is June, 2026. The proponent further requested State Ganga Committee for consideration of the subject project for further recommendation for clearance from National Mission for Clean Ganga. However, date for next meeting of State Ganga Committee for consideration of our proposal is still not fixed.

Copy of the presentation made by the project proponent is attached at Annexure-2

2. Discussions held

- a. CE (P&DO), CWC, asked clarification on discharge, to which proponent replied that recorded peak discharge at Chatnag (1970-2020) is 68000 cumec, while peak discharge estimated for 100 years return period through frequency analysis is 66334 cumec. Out of the above, ever maximum recorded discharge of 68000 cumec at the Chatnag is maximum thus it is recommended to consider this discharge as design discharge of the bridge.
- b. ED(T), NMCG inquired about the High Flood Level (HFL), to which the proponent responded that based on the computed HFL of 88 m at Chatnag, derived from the developed rating curve for the design discharge of the proposed bridge, and the recorded HFL at Phaphamau Bridge No. 111 and Chatnag was 88.03 m in 1978 hence, a design HFL of 88.03 m at the bridge site has been chosen.
- c. CE (P&DO), CWC inquired about the peak afflux, the combined afflux of all bridges in Prayagraj on the Ganga and Yamuna rivers, and its impact. The proponent responded that, based on the 2D mathematical model study conducted by IIT Roorkee, there is negligible afflux after the placement of the bridge, and the peak discharge passes through piers P5 (CH 47.500) and P21 (CH 50.030). Additionally, the proponent highlighted key findings from IIT Roorkee's report, stating that the computed water surface profile along the axis of the bridge (upstream piers) without and with the bridge, indicates overlapping profiles. The average water level is approximately 88.0 m, with a slightly higher level on the right side compared to the left. A comparison of water surface profiles at 5.0 m upstream of the bridge also shows overlapping profiles in both conditions, confirming that the afflux is negligible.
- d. On enquiry of DDG, NMCG regarding river behavior/morphological pattern of the river near the project site, it was clarified by the proponent that river channel is stable for number of years and the same has been reflected in the report submitted by IIT, Roorkee (Fig 5g of the report).
- e. ED(T), NMCG sought clarification regarding the plugging of the saddle point mentioned in the report. He opined that, being a natural depression, it will act as natural reservoir for storing water during flood season and help ground water recharge/maintain base flow. Unless it poses risk to the structure, it should not be plugged. The proponent concurred and confirmed that the saddle point, located 100 meters away from the bridge, will not be plugged to preserve the original ecology of the river basin.
- f. CE (P&DO), CWC inquired about the use of a coffer dam and emphasized that if deployed, it should be used for only one pier at a time, ensuring compliance with prescribed conditions. The proponent assured that the construction activity would be undertaken during the lean period when approximately 300 meters of active waterway is available, affecting piers P13 and P14. The coffer dams will have a diameter of approximately 12 meters each, with temporary widening of the water channel on either side to maintain the active flow width.

The proponent further assured that river flow will not be obstructed by any other means, thereby maintaining an equivalent volumetric flow of water.

- g. CE (P&DO), CWC inquired about the monitoring mechanism that NHAI will implement to ensure compliance with the submitted Environmental Management Plan (EMP) and the conditions stipulated in the Environmental Clearance. In response, the proponent explained that NHAI has an Environmental Division at the headquarters level, headed by an IAS officer, along with a senior retired forest officer at the state level in the NHAI regional office. Additionally, the proponent informed that NHAI has sanctioned ₹6 crores to the ZSI for environmental monitoring over a period of seven years.
- h. CE (P&DO), CWC directed the proponent to ensure that the casting yard and storage yard are located beyond the active flood plain. In response, the proponent clarified that the existing ground level at the casting yard is 89.6 meters, which is above the recorded High Flood Level (HFL) of 88.03 meters. Therefore, the casting yard does not fall within the active or entire flood plain of the river.
- i. ED(T) NMCG enquired about the current progress of the bridge to which the proponent submitted that the physical progress of bridge construction is around 9%.
- j. Proponent was asked to submit written responses to the queries raised above.
- k. The CPCB representative directed the proponent to ensure strict compliance with the approved Construction and Demolition (C&D) Plan during the execution of the project.
- l. ED(T), NMCG inquired with SMCG-UP regarding the current status of the proposal submitted to it from DGC. In response, SMCG-UP informed that they have received recommendations from the DGC, and the proposal has been included in the agenda for the next tentative meeting of the SGC.
- m. ED(T), NMCG inquired with the legal consultant, NMCG regarding the status of the NGT court case, wherein the proponent was required to comply with two aspects: Obtaining prior permission from NMCG and Securing consent to operate batching plant from UPPCB.
- n. ED(T), NMCG advised both CPCB and SMCG-UP to communicate with UPPCB, emphasizing that the consent to operate the batching plant and prior permission from NMCG should be processed independently to prevent unnecessary delays in a project of national importance.
- o. Cell members also noted the provisions made in the report for river training works. Cell also noted that the application for approval was submitted to NMCG on 17,12.2024, and timelines associated with the construction works of this project.

3. Recommendation of the Cell

Cell recommended the proposal for approval of the competent authority, subject to adherence of the observations made by Cell members and provisions of the Authorities Notification, 2016.

Annexure-I**Cell Members**

1. Shri. Nalin Kumar Srivastava, DDG, NMCG
2. Shri. Anup Kumar Srivastava, ED (T), NMCG
3. Shri. D. P. Mathuria, Chief Engineer, P&DO, CWC
4. Shri. Dinabandhu Gouda, Division Head, WQM-II, CPCB
5. Shri. Mithilesh Kumar Mishra, Unit Head (Knowledge & Planning), SMCG-UP
6. Smt. Arpita Kumari, Legal Consultant, NMCG

NHAI

7. Shri. B. Mukhopadhyay, Advisor (Env)
8. Shri. Pankaj Mishra, GM/PD, Prayagraj

GPT Infra Projects Ltd., Kolkata

9. Shri. Amit Tantia, Director
10. Shri. Manab Datta, General Manager (Projects)
11. Shri. Naveen Srivastava, Commercial Manager (Projects), Prayagraj

Theme Engg. Services Pvt. Ltd.

12. Shri. B. Mohapatra, Bridge Engineer

Shashwat Structural Solutions

13. Shri. Somnath Ghosh, Design Director

ZSI

14. Shri. Saurav Bhattacharya, SPA, Kolkata

Others

15. Dr. Anjali, Sci 'C', NMCG
16. Shri. Manikandan P, PO, NMCG
17. Shri. Samarth Sharma, RO, NMCG

GPT/W-181/NHAI/24-25/391

March 24, 2025

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
18-C/28-A, Sarojini Naidu Marg, Civil Lines,
Prayagraj - 211001

Dear Sir,

Sub: Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the State of Uttar Pradesh under Bharatmala on EPC Mode - Contract Agreement dated 21.11.2023 vide LOA No. NHAI/HQ/UP(E)/PIU-Prg/Pkg- 2/E/182284/321 dated 17.10.2023

Reg: Clarification to observations raised in 8th Cell Meeting of NMCG

Ref: 1. LOA No. NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E-182284/321 dated 17.10.23
2. Authority's e-communication dated 22.03.2025

This has reference to the discussions held in the 8th Cell meeting of NMCG, regarding the NMCG clearance of the instant project. The observations raised during the meeting are clarified hereunder:

1. Saddle:

- The plugging of saddle mentioned in Para (ix) of the Recommendations and Conclusions contained in the 2D Mathematical Model and Hydrology Report of IIT, Roorkee, shall be kept as it is.

It is clarified that, the said saddle will not be plugged since it is 100 M away from the bridge, and in order to maintain the original ecology and levels of the River Basin. This will allow free flow surface run-off considering HFL, based on 100 years forecast, and historical data available from CWC, Chetnag.

2. Construction of Foundations in active waterway during lean season, and how much waterway will be blocked:

- Out of the 3100 M bridge length, only about 300 M is the active waterway during lean season. The said waterway flows between P12 & P15, with only P13 & P14, being located within the active waterway during the lean season.

The diameter of coffer dams being constructed at the two locations is around 12 M each, which shall be compensated by widening the water channel temporarily on either side, in order to maintain the equivalent volumetric flow.

The flow of the water in the river will not be blocked for construction by any other means.

In this regard, it is submitted that, this type of activity will only be done in the lean season, and not in the monsoon season.

3. Casting Yard:

- The existing ground level at Casting Yard is 89.6 M, which is above the recorded HFL of 88.03 M. Hence, the casting yard does not fall within the active/entire flood plain of the river.

It is confirmed and undertaken that the Casting Yard is outside the flood plain, and the location is on a leased private land.



4. Physical Progress of the bridge portion:

- Up to date physical progress of the bridge portion is around 9 %.

Hope the above clarifies the observations raised during the meeting.

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

Yours sincerely,
For GPT Infraprojects Limited,


Avijit Mukherjee
General Manager



Copy to:

1. The Team Leader, Theme Engineering Services Pvt. Ltd., Naini
2. Authorized Signatory, Theme Engineering Services Pvt. Ltd., Jaipur



सत्यमेव जयते

290
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
 (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

परियोजना कार्यान्वयन इकाई-प्रयागराज

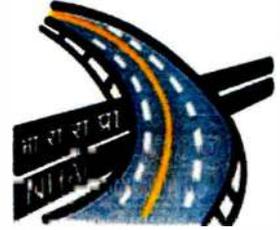
Project Implementation Unit-Prayagraj

18-सी/28-ए, सरोजनी नायडू मार्ग, सिविल लाइन्स, प्रयागराज-211001

18-C/28-A, Sarojini Naidu Marg, Civil Lines, Prayagraj-211001

दूरभाष/Phone : 0532-2422035, फॅक्स/Fax : 0532-2421019, ई-मेल/Email : ahd@nhai.org

92



NHAI/11015/Pkg-2/SouthernBypass/NMCG/PIU/Prg/36178

Date:- 24.03.2025

To,

Executive Director (Technical),
 National Mission for Clean Ganga,
 Department of Water Resources,
 River Development & Ganga Rejuvenation,
 Ministry of Jal Shakti
 1st Floor, Major Dhyan Chand National Stadium,
 India Gate, New Delhi-110002

Sub: Construction of new 4 lane Prayagraj Southern Greenfield bypass from design Km 43.200 (near Mahuwari Nibi Kala Uparhar) to design Km 50.860 (near Nibi Kala Uparhar) (design length 7.660 km) Pkg-2 under Ph-I in the state of UP under Bharatmala on EPC mode- **Reply to observations – Reg.**

Ref: 1. National Mission for Clean Ganga meeting dated 24.03.2025.
 2. M/s GPT Infra Project Ltd. letter no. GPT/W-181/NHAI/24-25/391 dated-24.03.2025.

Sir,

Please take reference of the meeting of National Mission for Clean Ganga held on 24.03.2025 in which the subject project was considered for grant of approval. In the meeting few observations were raised. Point wise compliances/replies are as under:

Sr. No.	Observations	Compliances/Replies
1	Saddle	The plugging of saddle mentioned in Para (ix) of the Recommendations and Conclusions contained in the 2D Mathematical Model and Hydrology Report of IIT, Roorkee, shall be kept as it is. It is clarified that, the said saddle will not be plugged since it is 100 M away from the bridge, and in order to maintain the original ecology and levels of the River Basin. This will allow free flow surface runoff considering HFL, based on 100 years forecast, and historical data available from CWC, Chetnag.
2	Construction of Foundations in active waterway during lean season, and how much waterway will be blocked	Out of the 3100 M bridge length, only about 300 M is the active waterway during lean season. The said waterway flows between P12 & P15, with only P13 & P14, being located within the active waterway during the lean season. The diameter of corer dams being constructed at the two locations is around 12 M each, which shall be compensated by widening the water channel temporarily on

		<p>either side, in order to maintain same active flow width.</p> <p>The flow of the water in the river will not be blocked for construction by any other means, to maintain equivalent volumetric flow of water.</p> <p>In this regard, it is submitted that, this type of activity will only be done in the lean season, and not in the monsoon season.</p>
3	Casting Yard	<p>The existing ground level at Casting Yard is 89.6 M, which is above the recorded HFL of 88.03 M. Hence, the casting yard does not fall within the active/entire flood plain of the river.</p> <p>It is confirmed and undertaken that the Casting Yard is outside the flood plain, and the location is on a leased private land.</p>
4	Physical Progress of the bridge portion	Physical Progress of the bridge portion is around 9%.
5	Compliances of Mechanism of NHAI.	<p>NHAI has obtained Environmental clearance as per EIA Notification dated 14.09.2006, and its amendment vide file no. 10/43/2022 - IA.III dated 14.11.2023.</p> <p>The EIA & EMP is prepared as per MoEF&CC guidelines which consisting of 12 chapters. The project specific anticipated and its prediction with modelling mentioned in EIA. The Environment Management Plan, is a tool to mitigate anticipated impact / impact of the project as well as its prediction. This Environment Management Plan also includes the compliances on the issue raised during public consultation as per said notification.</p> <p>This Environment Management Plan suggests safe-guard in the entire life-cycle of the project, DPR, implementation and operation. This plan also dealt the issues of FCA 1980 and local law including the Bio-Diversity Act. The details territorial and acquit ecological studies on flora and fauna in and around the project area. Further it deals with the entire drainage pattern/free flow of the water courses in and around project area .</p> <p>It is submitted that, NHAI studied 2D Mathematical Model, prepared by Prof. Zulfeqar Ahmed, of IIT Roorkee, regarding river ecology, discharge, flow pattern, meandering, induced afflux etc. for this bridge considering the other 4 bridges around Prayagraj.</p> <p>The EIE & MP report of this project is enclosed as Annexure 1.</p> <p>NHAI has a full-fledged Environment Division at HQ Level, headed by Member (Admin), IAS. There is one Senior Retired</p>

		<p>Forest Officer posted at state level, NHAI Regional Office. There is also one YP/EP at each Project Implementation.</p> <p>Further, NHAI appoints, Authority Engineer, who provides different functional experts of each field, including Environmental Engineer/Expert for monitoring as per Scope of the Authority Engineer, mentioned in the TOR of the Consultancy Agreement.</p> <p>It may be mentioned that there is also scope for compliance of all statutory conditions by the EPC contractor during implementation of the project.</p>
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Thanking you,

Yours Faithfully,



(Ayush Shivhare)

Manager(T)

For Project Director

Copy to-

1. Member (A/P), NHAI-HQ, New Delhi.
2. Project Director, State Mission for Clean Ganga/Department of Namami Gange and Rural Water Supply, Govt. of UP.
3. District Magistrate-Chairman, District Ganga Protection Committee Prayagraj.
4. GM(T) UP-(E), NHAI-HQ, New Delhi
5. RO (UP-East), NHAI, Varanasi
6. Sh B Mukhopadhyay, Advisor (Env), NHAI-HQ, New Delhi.
7. Divisional Forest Officer, Social Forestry Division, Prayagraj.
8. Regional Officer, UP Pollution Control Board, Prayagraj.

GPT/W-181/NHAI/24-25/260

December 23rd, 2024

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
18-C/28-A, Sarojini Naidu Marg, Civil Lines,
Prayagraj - 211001

Dear Sir,

- Sub:** Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode - Contract Agreement dated 21.11.2023 vide LOA No. NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E/182284/321 dated 17.10.2023
- Reg:** Clarification regarding Construction work on Major Bridge between Jhusi and Naini and obtaining NOC from National Mission for Clean Ganga (NMCG) and Uttar Pradesh Pollution Control Board
- Ref:** (i) LOA No. NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E-182284/321 dated 17.10.2023
(ii) Contract Agreement dated 21.11.2023
(iii) Authority's Letter No. 11015/NHAI/IRR/Pckg-2/PIU/Prg/32672 dated 21.12.2023
(iv) Authority's Letter No. 11015/NHAI/Pkg-2/Southern Bypass/PIU/Prg/35477 dated 19.12.2024
(v) AE Letter No. TES/TL/AE Prg. Southern Bypass PKG-2/374 dated 20.12.2024

We are in receipt of Authority's letter cited under sl. no. (iv) above, the contents of which are surprising. In this context we would like to put it on record that pursuant to clause 3.3 of Article 3 in conjunction with Schedule-F, Authority is obligated to obtain the requisite Environmental Clearances prior to the date of issuance of LOA.

Vide letter cited under Sl. No. (iii) above, Authority had intimated that requisite Environmental Clearances have been obtained from the Designated Authority. The Contractor is only obligated to obtain applicable permits pursuant to clause 4.1 (vii) (a) in conjunction with Schedule-F, towards setting up of batching plant and asphalt plant only.

However, when the Contractor pursued the Pollution Control Board, Prayagraj to obtain the requisite permits for setting up of batching plant and asphalt plant, the Pollution Control Board, Prayagraj advised that NOC has to be obtained from National Mission for Clean Ganga (NMCG) first followed by issuance of permit by Pollution Control Board. This was brought to the notice of the Authority immediately and subsequently an online application bearing no. NMCG2024101717233 was uploaded in the website of NMCG by Authority, NOC for which remains pending even on date.

In view of the above, the contentions expressed by the Authority to pass on their obligation of obtaining the requisite Environmental Clearances to the Contractor, is not in line with the terms and conditions of the contract. As such, the direction to stop the work of Major bridge and seeking clarification from the Contractor for no fault on their part, is beyond the ambit of the contract.

In the above backdrop we would request Authority as well as the AE to do the needful towards obtaining the requisite NOC from NMCG at the earliest and allow the Contractor to commence the works of Major Bridge over river Ganga at the earliest.

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

Yours sincerely,
For GPT Infraprojects Limited,



Manab Datta
General Manager (Projects)



Copy to:

1. The Authorized Signatory, Theme Engineering Services Pvt. Ltd, Jaipur.
2. The Authorized Signatory, Theme Engineering Services Pvt. Ltd, Naini



Regd. Office : GPT Centre, JC - 25, Sector-III, Salt Lake, Kolkata-700 098, India CIN : L20103WB1980PLC032872
Tel : +91-33-4050-7000 Fax : +91-33-4050-7999 E-mail : info@gptgroup.co.in Visit us : www.gptgroup.co.in

GPT/W-181/NHAI/25-26/12

April 09, 2025

Chief Project Officer (Circle-2),
Uttar Pradesh Pollution Control Board,
T.C.-12 V, Vibhuti Khand, Gomti Nagar,
Lucknow - 226010.

Dear Sir,

Sub: Construction of new 4 lane Prayagraj Southern Greenfield Bypass from design km. 43.200 (near Mahuari) to design km. 50.860 (near Nababa urf Nibi Kala Uparhar) (design length 7.660 km) Package-2 under Phase-I on NH-19 in the state of Uttar Pradesh under Bharatmala on EPC Mode - Contract Agreement dated 21.11.2023 vide LOA No. NHAI/HQ/UP(E)/PIU-Prg/Pkg-2/E/182284/321 dated 17.10.2023

Reg: Details of Payment of Penalty imposed on account of Environmental Non-Compliances for INR 10 lakh

Ref: (i) UPPCB letter No. H26679/C-2/JAL-176/25 dated 04.04.2025

We are in receipt of Uttar Pradesh Pollution Control Board letter cited under reference above, undercover of which UPPCB has advised to deposit the penalty amount of INR 10,00,000/- (Ten Lakh Only) on account of Environmental Non-Compliances.

Accordingly, we have made the payment through the payment gateway link furnished in the aforesaid letter. The details of the payment made is furnished hereunder.

Payee Name	Amount Payable	Transaction Status	Paid Date	UTR/RBI Reference No./Core Ref No.
UTTAR PRADESH POLLUTION CONTROL BOARD	1,000,000.00	PAID	08-04-2025	AXISP00648271507

The online acknowledgement challan is also enclosed herewith for your ready reference.

The above is for your information, record and further necessary action please.

Thanking you and always assuring you of our best services.

Yours sincerely,
For GPT Infraprojects Limited,

Manab Datta
General Manager (Projects)



Copy to:

- 1) Regional Officer, UPPCB, Jhusi, Prayagraj.
- 2) Project Director, NHAI, PIU - Prayagraj
- 3) Team Leader, M/s Theme Engineering Services Pvt. Ltd., Naini, Prayagraj.



NEFT/RTGS Challan

Account Name: UTTAR PRADESH POLLUTION CONTROL BOARD

Account Number : ICL50408224452778

IFSC Code : ICIC0000103

Bank Name : ICICI Bank Ltd

Branch Name : RPC Mumbai

Date :08/04/2025

Total amount payable Rs :1000000.00

Payment Details

PGAmount	1000000.00
Convenience Fee	0.00
GST	0.00

Payer Details

Reference No	eshf_67f4f6859e23a1 6771744107141
SubMerchant Id	1677
UPIVPA	upivpa

Notes:

1. Please verify content of RTGS/NEFT instruction slip generated for accuracy.
2. Post taking print out of RTGS/NEFT instruction slip, visit to your bank for remitting the fund through RTGS/NEFT.
3. You may also add Account Number as payee in your Internet Banking for remitting the fund through RTGS/NEFT.
4. While making payments ensure to:
 - i. Initiate the payment well before the late-fee is applicable and/or before the last payment due date.
 - ii. Avoid any mismatch/incorrect input of an Account Number or IFSC.
 - iii. Ensure to remit funds equal to the total amount, only.
 - iv. Avoid multiple payments with the same Account Number.
5. Any of the above error will lead to a failure/delay in the settlement or refund of the funds to the Merchant Account, for which ICICI Bank will not be responsible.
6. For any refund/claim please contact your Merchant/institute, only.

Customer Copy (To be filled by Bank official)

Transaction ID : 250408224452778

Date : 08/04/2025

Paymode : NEFT/RTGS Challan

Amount Collected : 1000000.00

Please check the status of the payment by login to

<https://www.eazypay.icicibank.com/Transaction Status/>




TRUE COPY



Uttar Pradesh Pollution Control Board

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.in, Website: www.uppcb.com

Category : GREEN

Application Id : 31118838

236666/UPPCB/Allahabad(UPPCBRO)/CTO/both/PRAYAGRAJ/2025

Date: 09/04/2025

To,

M/s

GPT INFRA PROJECTS LIMITED

**Gata No.- 146/2 & 200Mi, LAWAYAN KALAN, NAINI, KARCHHANA,
PRAYAGRAJ**

Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Fresh) under Section-25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section-21 of the Air (Prevention & Control of Pollution) Act, 1981

CCA is hereby granted to **GPT INFRA PROJECTS LIMITED** located at **Gata No.- 146/2 & 200Mi, LAWAYAN KALAN, NAINI, KARCHHANA, PRAYAGRAJ.** subject to the provisions of the **Water Act, Air Act** and the orders that may be made further and subject to following terms and conditions :-

1. This CCA **GPT INFRA PROJECTS LIMITED** granted for the period from **09/04/2025 to 31/03/2026** and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Ready Mix Concrete Plant (RMC-30 Cum/Hour)	240	Cubic Meters/Day

2. Conditions under Water(Prevention and Control of Pollution) Act -1974 as amended :-

(i) The daily quantity of effluent discharge (KLD) :-

Kind of Effluent	Quantity(KLD)	Treatment facility	Discharge point
Domestic	2.0 KLD	Septic Tank	Soak Pit

(ii) Trade Effluent Treatment and Disposal :-The applicant shall operate Effluent Treatment Plant consisting of primary/secondary and tertiary treatment as is required with reference to influent quantity and quality.

In case of stoppage of functioning of ETP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(iii) The treated effluent shall be recycled to the maximum extent and should be reused within the premises for gardening etc. Quality of the treated effluent shall meet to the following general and specific standards as prescribed under Environment (Protection) Rules, 1986 and applicable to the unit from time-to-time :-

Industrial Effluent Quality Standard

S.No.	Parameter	Standard
-------	-----------	----------

(iv) Sewage Treatment and Disposal :- The applicant shall provide comprehensive STP as is required with reference to influent quantity and quality. In case of stoppage of functioning of STP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be

dispatched immediately.

(v) The treated sewage shall be reused in gardening as far as possible. The STP shall be maintained continuously so as to achieve the quality of the treated sewage to the following standards.

S No.	Parameters	Standards
-------	------------	-----------

3. Conditions under Air (Prevention and Control of Pollution) Act -1981 as amended :-

i) The applicant shall use following fuel and install a comprehensive control system consisting of control equipment as required with reference to generation of emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the following standards.

Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	DG SET-125 KVA (03 No.)	HSD	03	Particulate Matter	Approx. 2.5 meter from Ground Level

Emission Quality Standards

S No.	Stack no	Parameters	Standards
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In case of stoppage of functioning of air pollution control equipment, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately

(ii) The unit will not use any type of restricted fuel.

iii) Noise from the D.G. Set and other source(s) should be controlled by providing an acoustic enclosure as is required for meeting the ambient noise standards for night and day time as prescribed for respective areas/zones (Industrial, Commercial, Residential, Silence) which are as follows :-

Day time : from 6.00 a.m. to 10.00 p.m., Night time: from 10.00 p.m. to 6.00 a.m.

Standards for Noise level in db(A) Leq	Industrial Area		Commercial Area		Residential Area		Silence Zone	
	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time
	75	70	65	55	55	45	50	40

4. Essential documents to be submitted by the Industry/Unit as Applicable :-

(i) Environment Statement in Form-V of Environment (Protection) Rules, 1986.

(ii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.

5. Competent Authority reserves the right to change/modify/add any time any condition of this CCA.

6. Unit has to comply with the following specific & general conditions. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will results in legal action under the aforesaid Acts and Rules.

7. In compliance to the G.O 1011/81-7-2021-09 (Writ)/2016 dated.13.10.2021 issued by Department of Environment, Forest and Climate Change, Uttar Pradesh. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx> for ensuring timely compliance of this direction, you are hereby directed to submit a bank guarantee with minimum validity of one year of the

amount equivalent to the sum of initial consent fees (Air and Water) or Rs. 50,000/- (Rs. Fifty Thousand Only) whichever is more, within 30 days from the date of issuance of this certificate. In case of non-compliance of this direction, your consent will be revoked by the Board.

8. If the unit uses the ground water and requires the permission from SGWA/CGWA for water abstraction then the industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO will be revoked.

General Conditions:-

1. The applicant shall get analysed the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF and shall report to the UPPCB.
2. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
3. Treated Industrial waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
4. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
5. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
6. The industry shall provide uninterrupted entry to the STP/ETP inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control systems.
7. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
8. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
9. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
10. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
11. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/ production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point
12. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

Specific Conditions:-

This consent to operate is granted for M/s GPT Infra Projects Limited, nfrastructure Limited, Bhukhand No. 146/2 & 200Mi, Village-Lawayan Kalan, Post-Naini, Tehsil-Karchana, District-Prayagraj (Geo co-ordinates 25.368897 Latitude and 81.910355 Longitude).

2. This consent is valid only for Ready Mix Concrete Plant-30 Cubic Meter/Hour.

3. A thick green belt of trees of suitable species able to attain 8-10 meter height on maturity shall be developed in multi-lineate staggered manner on a minimum 33% of the land on which the industry is established as per the "Protocol for Development of Green Belt" notified vide Board Office Order No.H16405/220/2018/02 dated. 16.02.2018 in this regard and is available at URL

http://www.uppcb.com/pdf/Green-belt-Guide_160218.pdf.

4. The industry shall ensure that water sprinkling system, Mobile water sprinkling system and Smog gun should be installed as Air Pollution Control System.
5. The Industry shall cover boundary wall around the project premises.
6. If UPPCB or CPCB issues a closure order against the industry, this consent shall remain suspended for the period till the closure order is revoked, after which the consent will be effective again for the remaining period.
7. Settling tanks shall be made for re-circulation of water utilize for fugitive/dust suppression during operation of plant.
8. This consent order is being issued with the intention that no pollution or land ownership dispute is pending and no such litigation is pending in any court, otherwise, the consent order will be deemed to be nullified.
9. This consent is not transferable, in case of a change of ownership/management and addresses of new Owner/partner/directors/proprietor should immediately apply for the same.
12. The issuance of this consent does not convey any property rights in either real or personal property or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of Central, State or local laws or regulations.
13. The unit shall discharge the domestic effluent through the Septic Tank/Soak pit.
14. The unit shall be operated in such a manner that ambient air quality should not adversely affect the surrounding environment by the fugitive emissions emitted during the operational/processing period. The shall install/provide the water sprinkling systems as water sprinkler stand posts to suppress/mitigate the dust emissions.
15. This consent is valid for the operation of the unit at the Geo coordinates and address
16. Prior to any change in process, production capacity, modification, or any change within the unit will be liable to take Consent to establish (CTE).
17. Solid waste should be disposed off in such a manner that there will be no adverse effect on the population and environment of the surrounding area.
18. Environmental statement should be sent to this office before 30 September every year.
19. The DG set should have minimum stack height 0.2x KVA from roof-top of the nearest building with acoustic enclosure and monitoring of noise level, stack emission and ambient air quality should be done by the laboratory recognized under Environment (Protection) Act, 1986 and report be sent to the Board.
20. Industry shall deploy Anti-Smog Gun for suppression of dust while loading the products in the crushing area as well as on moving areas of the vehicles.
21. The industry shall regularly operate water sprinkling system to control process emission and dust suppression in scientific manner to maintain Ambient Air Quality as per CPCB norms.
22. The Industry shall obtain NOC certificate from Ground Water Department for abstraction of ground water & submit to State Board within one month.
23. The Industry shall obtain land use certificate from competent authority of revenue department within 01 month and submit to State Board.
24. Metallic road shall be installed inside the premises with Regular wetting of the ground within the factory premises.
25. Complaint against said industry regarding Pollution if lodged & confirmed in inspection the consent order shall be revoked & necessary action against industry shall be taken under Air(Prevention & Control of Pollution) Act, 1981 and Water (Prevention & Control of Pollution) Act, 1974 as amended industry owner is responsible for this.
26. The unit shall get fresh CTE to shift the unit to another suitable location.
27. If UPPCB or CPCB issued a closure order against the company, this consent shall remain suspended for the period till the closure order is revoked, after which the consent will be effective again for the remaining

period.

28. In case of violation of the above mentioned conditions, the CTO may be withdrawn.

Copy to:

Regional Officer

CEO-2, U.P. Pollution Control Board, Lucknow.

Regional Officer



मिशन LiFE - पर्यावरण के लिए जीवन शैली
(Lifestyle For Environment)
जनसहभागिता का सन्देश



- स्वच्छता – देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें -एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय |
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है | वेस्ट /अपशिष्ट फेकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने से रुकें | इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई – वेस्ट रीसाइकलर को दें | प्राधिकृत ई-रीसाइक्लिंग इकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्थाङ्कीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है | वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त नल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रेफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं | उपयोग में न होने पर बिजली उपकरणों को बंद करें | स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है |

PROOF OF SERVICE

From: shantanu.chaturvedi@archeuslaw.com
To: adhivakta.aditya@gmail.com; amitshukla@lexweb.in
Cc: "ranjit.prakash"; mriganek.behl@archeuslaw.com
Subject: OA No. 1250 of 2024: Bhartiya Kisan Union Purwa through its Secretary vs. Union of India & Ors.
Date: 28 April 2025 14:37:14
Attachments: [image002.png](#)
[Short Affidavit on behalf of Respondent No. 6.pdf](#)

Dear All,

We are counsel representing the Respondent No. 6, M/s. GPT Infra Project Ltd, in the above captioned matter before the Hon'ble National Green Tribunal, Principal Bench, New Delhi. Please find attached, by way of service, a copy of the Short Affidavit being filed on behalf of the Respondent No. 6.

Regards

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Advocate for the Respondent No. 6

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