BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, CENTRAL ZONE, BHOPAL

Original Application No. 71/2023

IN THE MATTER OF:

Applicant Kirtikumar Sadashiv Bhatt

Versus

Respondents Narmada Water Resource & Ors.

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Date: 28.10.2023
Place: Bhopal



Through Counsel
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Standing Counsel
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COMPLIANCE REPORT ON BEHALF OF STATE OF MADHYA PRADESH

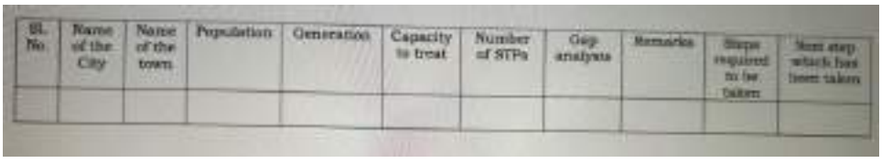
IT IS MOST RESPECTFULLY SUBMITTED HEREINUNDER :

1. That the issue raised by the Applicant in the present matter, as narrated in the writ petition filed in the Hon'ble High Court of Gujarat, pertains to the alleged severe and heavy pollution caused to river Narmada by local authorities in the State of Madhya Pradesh by release of sewage in quantity running into hundreds of MLD.

2. That this Hon'ble Tribunal vide order dated 20.09.2023 the humble respondents to compile the data from all District Magistrates from various cities and towns situated on the banks of River Narmada in a tabular format. That for the convenience of this Hon'ble Tribunal the relevant extract from the aforementioned order is reproduced hereinbelow :

> *"Secretary, Environment/Member Secretary MPPCB is directed to compile the data from all the District Magistrate of the cities and towns situated at the*

bank of the river Narmada from Amatkantar to Dhar as follows :-



Sl. No	Name of the City	Name of the town	Population	Generation	Capacity to treat	Number of STPs	Gap analysis	Remarks	Steps required to be taken	Steps which have been taken

That the tabular representation compiled from all District Magistrates of cities and towns situated on the banks of River Narmada, as directed by this Hon'ble Tribunal in the aforementioned order is marked and annexed herewith as **Annexure R-1**.

3. Furthermore, for the convenience of this Hon'ble Tribunal, a detailed district / town wise progress status of Sewage Treatment Plants, Common Effluent Treatment Plant and Effluent Treatment Plant is as follows :-

a. **<u>District – Anuppur ; Town – Amarkantak</u>**

i. That, Tender No. 54 was floated for the construction of Amarkantak Sewage Plant in District Anuppur and the same as allotted to one M/s Chandra Nirman Pvt. Ltd. vide Letter of Acceptance dated 27.12.2017 and an agreement was signed between M/s Chandra Nirman Pvt. Ltd. and Madhya Pradesh Urban Development Company Limited (hereinafter referred as "**MPUDCL**") on 09.01.2018 for construction of Amarkantak Sewage Plant, wherein the stipulated timeline for competition was 24 months from the dated of executing the agreement, i.e., 09.01.2018.

ii. Thereafter the site was handed over to M/s Chandra Nirman Pvt. Ltd., but M/s Chandra Nirman Pvt. Ltd. utterly failed to comply with the conditions of the Agreement, submission of survey, designs, drawing etc., slow progress due to lacking manpower, machinery and to achieve the agreed upon milestones for the Construction of Dindori Sewage Treatment Plant. It is pertinent to note here that MPUDCL on multiple occasions wrote to M/s Chandra Nirman Pvt. Ltd. to expedite the work but the same were not complied by M/s Chandra Nirman Pvt. Ltd.

iii. That thereafter when M/s Chandra Nirman Pvt. Ltd. failed to comply with the terms & conditions of the Agreement and to expedite the pace of work, thus the Contract was Terminated vide letter dated 29.04.2022 and M/s Chandra Nirman Pvt. Ltd were blacklisted along with a penalty of Rs. 4,18,39,818/- (four crore, eighteen lakhs, thirty-nine thousand,eight hundred and eighteen only) was imposed on M/s Chandra Nirman Pvt. Ltd. under Clause 24, 28 of GCC and Clause 28 (a), (b) & (c) of Agreement dated 09.01.2018.

iv. It is further submitted that after the initial agreement with M/s Chandra Nirman Pvt. Ltd. was terminated, a fresh Tender was issued and the same was awarded to M/s J.M Ramani & Co., Surat vide Letter of Acceptance dated 08.08.2022 and an agreement was

signed between M/s J.M Ramani & Co., Surat and MPUDCL on 17.08.2022 for construction of Dindori Sewage Plant, wherein the stipulated timeline for competition was 12 months.

v. It is pertinent to note here that the delay in the construction of STP is due to the blatant disregard of the first Contractor to adhere to the set terms and conditions and to hand over the work site, drawings, designs, surveys etc., to the second contractor. It is further pertinent to note here that at present the the project is approximately 83% complete and the same is being monitored by the District Collector on a regular basis.

That copies of Letter of Acceptance dated 27.12.2017, Agreement dated 09.01.2018, numerous letters to M/s Chandra Nirman Pvt. Ltd regarding delay in progress of work, Letter of Acceptance dated 08.08.2022, Agreement dated 18.08.2022 with M/s J.M. Ramani & Co. in Surat and present status of work completed along with photographs is marked and annexed herewith as **Annexure R-2 (Colly.)**.

b. **District – Dindori ; Town Dindori**

i. That Tender No. 55 was floated for the construction of Dindori Sewage Project and the same as allotted to one M/s Chandra Nirman Pvt. Ltd. vide Letter of

Acceptance dated 30.12.2017 and an agreement was signed between M/s Chandra Nirman Pvt. Ltd. and MPUDCL on 08.01.2018 for construction of Dindori Sewage Project, wherein the stipulated timeline for competition was 24 months from the dated of executing the agreement, i.e., 09.01.2018.

ii. Thereafter the site was handed over to M/s Chandra Nirman Pvt. Ltd., but M/s Chandra Nirman Pvt. Ltd. utterly failed to comply with the conditions of the Agreement, submission of survey, designs, drawing etc., slow progress due to lacking manpower, machinery and to achieve the agreed upon milestones for the Construction of Dindori Sewage Treatment Plant. It is pertinent to note here that MPUDCL on multiple occasions wrote to M/s Chandra Nirman Pvt. Ltd. to expedite the work but the same were not complied by M/s Chandra Nirman Pvt. Ltd.

iii. That thereafter when M/s Chandra Nirman Pvt. Ltd. failed to comply with the terms & conditions of the Agreement and to expedite the pace of work, thus the Contract was Terminated vide letter dated 19.01.2022 and M/s Chandra Nirman Pvt. Ltd. were blacklisted and a penalty of Rs. 6,07,16,175/- (six crore, seven lakhs, sixteen thousand, one hundred and seventy-five only) was imposed on M/s Chandra Nirman Pvt. Ltd. under Clause 24, 28 of GCC and

Clause 28 (a), (b) & (c) of Agreement dated 08.01.2018.

iv. It is further submitted that after the initial agreement with M/s Chandra Nirman Pvt. Ltd. was terminated, a fresh Tender was issued and the same was awarded to M/s J.M. Ramani & Co., Surat vide Letter of Acceptance dated 31.05.2022 and an agreement was signed between M/s J.M. Ramani & Co., Surat and MPUDCL on 24.06.2022 for construction of Dindori Sewage Plant, wherein the stipulated timeline for competition was 15 months, i.e., up to 23.09.2023.

v. It is pertinent to note here that the delay in the construction of STP is due to the blatant disregard of the first Contractor to adhere to the set terms and conditions and to hand over the work site, drawings, designs, surveys etc., to the second contractor. It is further pertinent to note here that at present the the project is approximately 55% complete and the same is being monitored by the District Collector on a regular basis.

That copies of Letter of Acceptance dated 30.12.2017, Agreement dated 08.01.2018, numerous letters to M/s Chandra Nirman Pvt. Ltd regarding delay in progress of work, Letter of Acceptance dated 31.05.2022, Agreement dated 24.06.2022 with M/s J.M. Ramani & Co. in Surat and the photographs is marked and annexed herewith as **Annexure R-3 (Colly.)**.

c. **District – Mandla ; Town – Mandla**

i. That Tender dated 05.07.2019 was floated for the construction of Mandla Sewage Project and the same was allotted to one M/s Jayvarudi Infracon Pvt. Ltd. vide Letter of Acceptance dated 27.12.2019 and an agreement was signed between M/s Jayvarudi Infracon Pvt. Ltd. and MPUDCL on 11.06.2020 with stipulated date of commencement as 26.06.2020 for construction of Mandla Sewage Project, wherein the stipulated timeline for competition was 36 months from the date of commencement upto 25.06.2023.

ii. It is submitted that due to COVID-19 Pandemic a state vide lockdown was imposed in the State of Madhya Pradesh from March 2020 and therefore there was an unintentional delay in the completion of the aforementioned project.

iii. Thereafter the site was handed over to M/s Jayvarudi Infracon Pvt. Ltd., and numerous letters were sent to M/s Jayvarudi Infracon Pvt. Ltd. to expedite the work after the lockdown was lifted and the same were complied with by the contractor. It is stated that at present Mandla Sewage Project is 58% completed and the same shall be fully operational by 25.05.2023.

That copies of Letter of Acceptance dated 27.12.2019, Agreement dated 11.06.2020, numerous letters to M/s Jayvarudi Infracon Pvt. Ltd. regarding delay in progress of

work, and the photographs is marked and annexed herewith as **Annexure R-4 (Colly.)**.

d. **District – Jabalpur ; Town – Jabalpur**

i. That at present there are two projects in the city of Jabalpur wherein, The whole sewerage scheme of Jabalpur city was divided into two phases. Zone 01 was taken under phase-01 (Project Uday) & Zone 02, 03, 04 & 05 were taken under phase-02 (JNNURM) project. After that new sewerage scheme for leftover area of zone 02, 03, 04 & 05 including construction of STPs and House connections, was introduced in year 2017 under AMRUT. Brief detail of different projects is given below:-

PROJECT UDAY- Under this scheme a 50 MLD capacity STP work was proposed at kathonda Jabalpur on "Waste Stabilization Pond" technology. Work order was given on 15.10.2007 & completed on 30.11.2010.

JNNURM SCHEME- Under this scheme 03 nos STPs on "Waste Stabilization Pond" technology were proposed i.e 43 MLD capacity STP at kathonda for Zone 02, 53 MLD capacity STP at Lalpur for Zone 03 & 04 and 26 MLD capacity STP at Tewar for Zone 05 i/c laying of sewer lines & construction of Sewage Pumping Status. Work order for the said work was given on 25.08.2007. (Annexure 03) As these STPs were based on old technology which requires much

more land i.e. 2-3 acre for 01 MLD capacity, due to this requirement lands were identified & land acquisition process took place, but maximum lands were disputed lands & were under judgments in Hon'ble High Court. Which cause STP's work couldn't started & project was delayed for this reason. Then the department decided to de-scope the work and change the STP's technology on SBR which requires much less land i.e. approx 0.12 to 0.15 acre per MLD. Letter were sent to the government to allow the change and the permission was granted on 31.07.2014.

Ongoing Project Details :-

S. No.	STP Details	Present Status	Connected Households
1.	32 MLD STP Kathonda	Completed and Commissioned	32000 Nos
2.	29 MLD STP	Construction Completed & Commissioned work is in progress	Nil
3.	34 MLD STP Lalpur	95% Construction Completed	Nil
4.	05 MLD STP Civil Line	10% Construction Completed	Nil

ii. Furthermore the below-mentioned table enumerates the major reasons for delay in construction of STPs and the action-taken by Jabalpur Municipal Corporation are as below :-

S. No.	STP Details	Present Status	Connected Households
1.	29 MLD STP	Construction was completed in given time but commissioning is pending due to Non Connectivity of existing sewer network laid under JNNURM and Delay in laying of Main sewer line & Construction of Sewage Pumping Station by executive agency of JNNURM.	➢ Notice issued to the concern agency m/s Simplex Meinhardt to pace up the work or else work will be terminated via letter no. 65 dated 14.08.2020, 88 dated 22.09.2020 and 109 date 04.11.2020 ➢ JNNURM Work was terminated via letter 128 dated 15.12.2020. ➢ Total Rs. 8,97,60,000/- was forfeited through bank guarantee via letter no. 136 date 24.12.2020 & 137 date 24.12.2020 ➢ New tender was called for the balance work of JNNURM scheme and work order was issued on 23.07.2021

2.	34 MLD STP Lalpur	Government land was not available at identified location.	Required Land was buy by the Jabalpur Municipal corporation in the interest of work and handed over to the Executive agency in 18.06.2021
3.	05 MLD STP Civil Line	This STP was proposed in Ganga nagar, Jabalpur. Land was not available.	JMC tried to find government land & Private land for acquisition but could not. So JMC decided to construct a Sewage pumping station in Ganga Nagar and Construct this 05 MLD STP at Civil line. Land was identified and allotted to JMC on 12.07.2022.

That the relevant documents for both the aforementioned projects are marked and annexed herewith as **Annexure R-5 (Colly.)**

e. **<u>District Narmadapuram ; Town – Narmadapuram</u>**

i. That Tender was floated for the construction of Hoshangabad Sewage Project and the same as allotted to one M/s Tahal Consulting Engineers Ltd., Israel vide Letter of Acceptance dated 07.09.2018 and an agreement was signed between M/s Tahal Consulting Engineers Ltd., Israel and MPUDCL on 29.09.2018 for construction of Hoshangabad Sewage Project, wherein the stipulated timeline for

competition was 24 months from the dated of executing the agreement.

ii. Thereafter the site was handed over to M/s Tahal Consulting Engineers Ltd., Israel, but M/s Tahal Consulting Engineers Ltd., Israel utterly failed to comply with the conditions of the Agreement, submission of survey, designs, drawing etc., slow progress due to lacking manpower, machinery and to achieve the agreed upon milestones for the Construction of Dindori Sewage Treatment Plant. It is pertinent to note here that MPUDCL on multiple occasions wrote to M/s Tahal Consulting Engineers Ltd., Israel to expedite the work but the same were not complied by M/s Tahal Consulting Engineers Ltd., Israel.

iii. That thereafter when M/s Tahal Consulting Engineers Ltd., Israel failed to comply with the terms & conditions of the Agreement and to expedite the pace of work, thus the Contract was Terminated vide letter dated 14.07.2022.

iv. It is further submitted that after the initial agreement with M/s Tahal Consulting Engineers Ltd., Israel was terminated, a fresh Tender was issued and the same was awarded to M/s Bhugan Infracon Pvt. Ltd. vide Letter of Acceptance dated 10.03.2023 and an wherein the stipulated timeline for competition was 21 months, from the date of agreement.

v. It is pertinent to note here that the delay in the construction of STP is due to the blatant disregard of the first Contractor to adhere to the set terms and conditions and to hand over the work site, drawings, designs, surveys etc., to the second contractor. It is further pertinent to note here that at present the project is approximately 07% complete and the same is being monitored by the District Collector on a regular basis.

That copies of Letter of Acceptance dated 07.09.2018, Agreement dated 29.09.2018, numerous letters to M/s M/s Tahal Consulting Engineers Ltd., Israel regarding delay in progress of work, Letter of Acceptance dated 10.03.2023, and the photographs is marked and annexed herewith as **Annexure R-6 (Colly.)**.

f. **District – Sehore ; Town – Budhni**

i. That Tender was floated for the construction of Budhni Sewage Project and the same as allotted to one M/s P. Dad Infrastructure Pvt. Ltd. vide Letter of Acceptance dated 30.12.2017 and an agreement was signed between M/s P. Dad Infrastructure Pvt. Ltd. and MPUDCL on 17.01.2018 for construction of Budhni Sewage Project, wherein the stipulated timeline for competition was 24 months from the dated of executing the agreement.

ii. It is pertinent to mention here that the Budhni Sewage Project is 100% completed and the same is in commission since March, 2020.

That copies of Letter of Acceptance dated 30.12.2017, Agreement dated 17.01.2018, and the photographs is marked and annexed herewith as **Annexure R-7 (Colly.)**.

g. **District – Dewas ; Town – Nemawar**

i. That Tender was floated for the construction of Nemawar Sewage Project and the same was allotted to one M/s Annu Infra Construct (India) Pvt. Ltd. vide Letter of Acceptance dated 27.12.2017 and an agreement was signed between M/s Annu Infra Construct (India) Pvt. Ltd. and MPUDCL on 08.01.2018 with for construction of Nemawar Sewage Project, wherein the stipulated timeline for competition was 24 months from the date of agreement.

ii. Thereafter the site was handed over to M/s Annu Infra Construct (India) Pvt. Ltd., and numerous letters were sent to M/s Annu Infra Construct (India) Pvt. Ltd. to expedite the work and the same were complied with by the contractor. It is stated that at present Nemawar Sewage Project is 52% completed and the same is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 27.12.2017, Agreement dated 08.01.2018, numerous letters to M/s Annu Infra Construct (India) Pvt. Ltd. regarding delay in progress of work, and the photographs is marked and annexed herewith as **Annexure R-8 (Colly.)**.

h. **District – Khandwa ; Town – Omkareshwar**

i. That Tender was floated for the construction of Omkareshwar Sewage Project and the same was allotted to one M/s J.M. Vaghasiya vide Letter of Acceptance dated 04.06.2018 and an agreement was signed between M/s J.M. Vaghasiya and MPUDCL on 12.06.2018 with for construction of Omkareshwar Sewage Project, wherein the stipulated timeline for competition was 24 months from the date of agreement.

ii. Thereafter the site was handed over M/s J.M. Vaghasiya, and numerous letters were sent to M/s Annu Infra Construct (India) Pvt. Ltd. to expedite the work and the same were complied with by the contractor. It is stated that at present Omkareshwar Sewage Project is 83% completed, wherein one 0.55 MLT STP has already been tested, and the remainder of the project is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 04.06.2018, Agreement dated 12.06.2018, numerous letters to M/s J.M. Vaghasiya regarding delay in progress of work, and the photographs is marked and annexed herewith as **Annexure R-9 (Colly.)**.

i. **District – Khandwa ; Town – Barwaha**

   i. That Tender was floated for the construction of Barwaha Sewage Project and the same was allotted to one M/s Annu Infra Construct (India) Pvt. Ltd. vide Letter of Acceptance dated 01.10.2018 and an agreement was signed between M/s Annu Infra Construct (India) Pvt. Ltd. and MPUDCL on 01.11.2018 for construction of Barwaha Sewage Project, wherein the stipulated timeline for competition was 28 months from the date of agreement.

   ii. Thereafter the site was handed over to M/s Annu Infra Construct (India) Pvt. Ltd., and numerous letters were sent to M/s Annu Infra Construct (India) Pvt. Ltd. to expedite the work and the same were complied with by the contractor. It is stated that at present Barwaha Sewage Project is 45.30% completed and the same is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 01.10.2018, Agreement dated 01.11.2018, numerous letters to M/s Annu Infra Construct (India) Pvt. Ltd. regarding delay in progress of work, and the photographs is marked and annexed herewith as **Annexure R-10 (Colly.)**.

j. **District – Khargone ; Town – Sanawad**

i. That Tender was floated for the construction of Sanawad Sewage Project and the same was allotted to one M/s Multiurban Infra Services Pvt. Ltd. vide Letter of Acceptance dated 13.01.2021 and an agreement was signed between M/s Annu Infra Construct (India) Pvt. Ltd. and MPUDCL on 24.04.2021 for construction of Sanawad Sewage Project, wherein the stipulated timeline for competition was 28 months from the date of agreement.

ii. Thereafter the site was handed over to M/s Multiurban Infra Services Pvt. Ltd., and numerous letters were sent M/s Multiurban Infra Services Pvt. Ltd. to expedite the work and the same were complied with by the contractor. It is stated that at present Sanawad Sewage Project is 13.60% completed and the same is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 13.01.2021, Agreement dated 24.04.2021, numerous letters M/s Multiurban Infra Services Pvt. Ltd. regarding delay in progress of work, and the photographs is marked and annexed herewith as **Annexure R-11 (Colly.)**.

k. **District – Khargone ; Town – Mandleshwar**

i. That Tender was floated for the construction of Mandleshwar Sewage Project and the same was allotted to one M/s Engineering Professionals Co. Pvt. Ltd. vide Letter of Acceptance dated 30.12.2017 and an agreement was signed between M/s Engineering Professionals Co. Pvt. Ltd. and MPUDCL on 06.01.2018 for construction of Mandleshwar Sewage Project, wherein the stipulated timeline for competition was 24 months from the date of agreement.

ii. Thereafter the site was handed over to M/s Engineering Professionals Co. Pvt. Ltd., and numerous letters were sent M/s Engineering Professionals Co. Pvt. Ltd. to expedite the work and the thereafter the contract was terminated vide letter dated 19.01.2022. It is stated that in the interest of continuance of work the contract with M/s Engineering Professionals Co. Pvt. Ltd. was reinstated vide letters dated 04.02.2022 and 11.03.2022. It is further stated that at present

Mandleshwar Sewage Project is 53% completed and the same is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 30.12.2017, Agreement dated 06.08.2017, numerous letters M/s Engineering Professionals Co. Pvt. Ltd. regarding delay in progress of work, along with Termination Letter and Letters dated 04.02.2022; 11.03.2022 and the photographs is marked and annexed herewith as **Annexure R-12 (Colly.)**.

l. **District – Khargone ; Town – Maheshwar**

i. That Tender was floated for the construction of Maheshwar Sewage Project and the same was allotted to one M/s Abengoa Agua SA, Joint Venture with Ms/ Bhugan infracon Pvt. Limited vide Letter of Acceptance dated 25.06.2018 and an agreement was signed between one M/s Abengoa Agua SA, Joint Venture with Ms/ Bhugan infracon Pvt. Limited and MPUDCL on 01.10.2018 for construction of Maheshwar Sewage Project.

ii. Thereafter the site was handed over to one M/s Abengoa Agua SA, Joint Venture with Ms/ Bhugan infracon Pvt. Limited, and numerous letters were sent to the contractors to expedite the work and multiple extension of time were also granted. It is further stated that at present Maheshwar Sewage

Project is 48% completed and the same is regularly monitored by the District Collector.

That copies of Letter of Acceptance dated 26.06.2018, Agreement dated 01.10.2018, numerous letters M/s Abengoa Agua SA, Joint Venture with Ms/ Bhugan infracon Pvt. Limited regarding delay in progress of work, are marked and annexed herewith as **Annexure R-13 (Colly.)**.

m. **District – Badwani ; Town – Badwani**

i. That Tender was floated for the construction of Badwani Sewage Project and the same as allotted to one M/s Tahal Consulting Engineers Ltd., Israel vide Letter of Acceptance dated 07.09.2018 and an agreement was signed between M/s Tahal Consulting Engineers Ltd., Israel and MPUDCL on 29.09.2018 for construction of Badwani Sewage Project, wherein the stipulated timeline for competition was 24 months from the dated of executing the agreement.

ii. Thereafter the site was handed over to M/s Tahal Consulting Engineers Ltd., Israel, but M/s Tahal Consulting Engineers Ltd., Israel utterly failed to comply with the conditions of the Agreement, submission of survey, designs, drawing etc., slow progress due to lacking manpower, machinery and to achieve the agreed upon milestones for the Construction of Dindori Sewage Treatment Plant. It is pertinent to note here that MPUDCL on multiple

occasions wrote to M/s Tahal Consulting Engineers Ltd., Israel to expedite the work but the same were not complied by M/s Tahal Consulting Engineers Ltd., Israel.

iii. That thereafter when M/s Tahal Consulting Engineers Ltd., Israel failed to comply with the terms & conditions of the Agreement and to expedite the pace of work, thus the Contract was Terminated vide letter dated 11.05.2022.

iv. It is further submitted that after the initial agreement with M/s Tahal Consulting Engineers Ltd., Israel was terminated, a fresh Tender was issued and the same was awarded to M/s R&B Infra Project Ltd. Joint Venture with M/s Shri Ram Construction Company vide Letter of Acceptance dated 22.09.2023 and wherein the stipulated timeline for competition was 21 months, from the date of agreement.

v. It is pertinent to note here that the delay in the construction of STP is due to the blatant disregard of the first Contractor to adhere to the set terms and conditions and to hand over the work site, drawings, designs, surveys etc., to the second contractor. It is further pertinent to note here that at present the project is approximately 20% complete and the same is being monitored by the District Collector on a regular basis.

That copies of Letter of Acceptance dated 07.09.2018, Agreement dated 29.09.2018, numerous letters to M/s M/s Tahal Consulting Engineers Ltd., Israel regarding delay in progress of work, Letter of Acceptance dated 22.09.2023, and the photographs is marked and annexed herewith as **Annexure R-14 (Colly.)**.

n. **District – Dhar ; Town – Dharampuri**

i. That Tender was floated for the construction of Dharampuri Sewage Project and the same as allotted to one M/s P. Dad Infrastructure Pvt. Ltd. vide Letter of Acceptance dated 26.07.2018 and an agreement was signed between M/s P. Dad Infrastructure Pvt. Ltd. and MPUDCL on 29.08.2018 for construction of Dharampuri Sewage Project, wherein the stipulated timeline for competition was 24 months from the dated of executing the agreement.

ii. It is pertinent to mention here that the Dharampuri Sewage Project is 100% completed and the same is in commission since 06.07.2022.

That copies of Letter of Acceptance dated 26.07.2018, Agreement dated 29.08.2018, is marked and annexed herewith as **Annexure R-15 (Colly.)**.

o. **District – Jabalpur ; Town – Bedaghat**

i. That Tender was floated for the construction of Bedaghat Sewage Project and the same as allotted to one M/s Darshil Builcom vide Letter of Acceptance dated 30.05.2020 and an agreement was signed

between M/s M/s Darshil Builcom and MPUDCL on 10.07.2020 for construction of Bedaghat Sewage Project.

ii. It is pertinent to mention here that the Bedaghat Sewage Project is 100% completed and the same is in commission since 23.08.2023.

That copies of Letter of Acceptance dated 30.05.2020, Agreement dated 10.07.2020, is marked and annexed herewith as **Annexure R-16 (Colly.)**

4. It is stated that this Hon'ble Tribunal vide Order dated 20.09.2023 in Paragraph 15 further directed the District Magistrates of towns / cities situated on the banks of River Narmada to ensure that there is no encroachment either over the River Area or the Bank of River Narmada. That for the convenience of this Hon'ble Tribunal the relevant extract from the aforementioned order is reproduced hereinbelow :-

> *"15. The Collector(s) of the District/City situated on the bank of river are directed to ensure that there should not be any encroachment on the river bodies or on the bank of the river and if any encroachment is found, necessary legal action must be initiated and Collector shall ensure that there shall not be any further encroachment on the water bodies or on the river bank. The demarcation and protection of flood plain zones keeping them free from encroachment should be*

taken and tackled by the Collector by designating responsible and accountable official to ensure that there should not be any encroachment on the river body or flood plain zone."

5. It is submitted that the District Magistrates of towns / cities situated on the Banks of River Narmada have identified the total number of encroachments over the River Area and the Bank of River Narmada, the below mentioned table elaborates on the same :

S. No.	**ULB**	**Encroachment on River Narmada**	**Narmada River Buffer Width**	**Encroachment on Bank of River Narmada**	**Remarks**
1.	Amarkantak (Anuppur)	3	100 m	346	–
2.	Dindori	15	15 m	31	–
3.	Mandla	Nil	50 m	44	–
4.	Jabalpur	Nil	300 m	241	–
5.	Narmadapuram	1	100 m	46	–
6.	Budhni (Sehore)	Nil	15 m	13	–
7.	Nemawar (Dewas)	Nil	15 m	74	–
8.	Omkareshwar (Khandwa)	38	30 m	44	–
9.	Barwaha (Khargone)	NA	NA	NA	–
10.	Sanawad (Khargone)	NA	NA	NA	–
11.	Mandleshwar (Khargone)	Nil	15 m	Nil	–
12.	Maheshwar (Khargone)	Nil	30 m	Nil	–
13.	Barwani	NA	NA	NA	–
14.	Dharampuri (Dhar)	Nil	15 m	Nil	–

That tabular representation elaborating encroachments from all the cities / towns situated on the banks of River Narmada, is marked and annexed herewith as **Annexure R-17 (Colly.).**

6. It is submitted that all the encroachers over River Narmada and its Bank of River Narmada have been identified and the District Administrations have initiated the lawful procedure to remove the encroachments and restore the free and clean flow of River Narmada.

7. That this Hon'ble Tribunal vide the abovementioned order further directed Madhya Pradesh Pollution Control Board to identify the polluting industries and impose Environmental Compensation in accordance the Polluter Pay Principal and guidelines issued by the Central Pollution Control Board. That for the convenience of this Hon'ble Tribunal, the relevant extract from the abovementioned order is reproduced hereinbelow :-

> *"16. The action must be initiated against the polluting industries with issuance of show cause notice to the defaulters and by way of realizing the EC to be imposed and calculated on the parameters laid down by this Tribunal/ by the State Pollution Control Board. The State Pollution Control Board is directed to regularly monitor the compliance of the orders and rules and in case of non compliance, necessary prosecution must be initiated, in addition to the realization of environmental compensation. This Tribunal has already decided in light of the guidelines and notification issued by the CPCB for the calculation of environmental compensation at the rate of population or at the rate of discharge of per MLD untreated water against the*

polluter, either the municipal corporation or the industrial units and accordingly State Pollution Control Board is directed to calculate the environmental compensation and submit the report with the action taken against the polluters and to realize them and realize the amount according to the principle of polluter to pay and submit the report."

8. That in compliance of the aforementioned directions MPPCB carried out inspection of all the industries operating on the banks of River Narmada, and it was observed that no untreated effluent was discharged into the river stream from any of the industries. That a detailed tabular report is further marked and annexed herewith as **Annexure R-18.**

9. Action Taken by MPPCB for discharge of untreated sewage in River Narmada- MPPCB has initiated 09 criminal prosecutions against the municipalities which are discharging untreated sewage into the River. In addition to the same MPPCB has also imposed environmental compensation of 25 crores (approx.) on 10 defaulting municipalities and the same is enumerated in the detailed reply filled by MPPCB before this Hon'ble Tribunal.

10. Furthermore, a Water Quality Analysis was also carried out by MPPCB, at a total number of 50 locations in Districts located over the banks of River Narmada, and it is submitted that the water quality analysis was observed to be within the

permissible standards, and it is further stated that the water analysis from the past four years was also compared and apart from a few locations, the overall water quality of River Narmada has improved drastically. That a tabular representation of Water Analysis for the last four years is marked and annexed herewith as **Annexure R-19**.

11. It is further submitted the Principal Secretary, Environment Department took personal cognizance of the issue pertaining to discharge of untreated effluents and encroachments over River Narmada has held weekly meetings with representatives of all the cities / towns situated on the banks of River Narmada dated 03.10.2023; 09.10.2023; 16.10.2023 and 21.10.2023, as River Narmada has soring religious significance in the hearts and minds of the residents of Madhya Pradesh.

12. That an affidavit in support is filed herewith.

Date: 28.10.2023
Place: Bhopal



Through Counsel
Prashant M. Harne
Standing Counsel
State of Madhya Pradesh

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
CENTRAL ZONE, BHOPAL

Original Application No. 71/2023

IN THE MATTER OF:

Applicant Kirtikumar Sadashiv Bhatt

Versus

Respondents Narmada Water Resource & Ors.

AFFIDAVIT

I, Achyut Anand Mishra, S/o Late Shri N.P. Mishra, OSD, Environment Department and Officer-in-Charge, office at Vallabh Bhawan, Arera Hills, Bhopal, Madhya Pradesh do hereby solemnly affirm on oath as under:

1. That I am Officer in Charge for State of Madhya Pradesh in the present matter, and am fully conversant with the facts of the case and hence competent to swear on this affidavit.
2. That I am filing a Compliance Report in the aforementioned matter before the Hon'ble Tribunal the contents of which are true and correct and no material fact has been concealed.
3. That the contents of the Interlocutory Application are true and correct and no material fact is concealed or supressed.

NOTARY SUNITA BHADORIYA GOVT. OF INDIA

S.No. 642/2023
Date 28/10/2023

Achyut Mishra
DEPONENT

VERIFICATION

I the above-named deponent do hereby verify that the contents of the affidavit above are true and correct.

Signed and verified on this 28 Day of Oct 2023 at Bhopal (MP)

Achyut Mishra
DEPONENT

IDENTIFIED BY ME

.....

.....

SOLEMNLY AFFIRMED BEFORE ME BY THE WITHIN NAME
28/10/2023
SUNITA BHADORIYA
NOTARY
BHOPAL (M.P.) INDIA

STP STATUS AS ON 31 23-10-2023

Annexure R-1

23-Oct-2023	Compilation and evaluation of sewage treatment status in 14 urban local bodies on the banks of river Narmada										
S.no	District	City/Town	Population	Sewage Generation (in MLD)	Capacity to Treat (in MLD)	No of STPs	Gap Analysis	Remarks	Steps Required to be Taken		Which step has been taken after NGT Order Dt 20.09.2023
1	2	3	4	5	6	7	8	9	10	11	12
1	Anuppur	Amarkantak	8416	0.91	1.2	1	100% town is proposed to cover with network	85% completed	1.Construction of STP- (physical progress in %)	84.00%	More manpower & machineries have been deployed on site. work progress is speed up on all fronts. 1. Against Nagar Parishad, Amarkantak civil case has been filed in the court of CGM, Anuppur under section 24 and 25 of W (PCP) Act, 1974 in 2014-15. Next hearing date 20.10.2023 2.Environment compensation of Rupees 70800000.00/- (Seven Crore Eight Lakh) imposed on ULB Amarkantak. Request letter No 1523 date 18.08.2023 & Letter no 1739 date 27.08.2023 to issue RRC has been written to collector Anuppur by this office. From collector Anuppur general letter No. 694 dated 01.09.2023 is issued to CMO, Amarkantak. Again Requested Vide letter No 2442 on date
									2.Construction of IPS - (physical progress in %)	98%	
									3. Pumping Main - (line laid in KMs / Total line to be laid in Kms)	2.65 Km/2.769 Km	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	1.025 Km/1.025 Km	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	14.135Km/ 15.03Km	
									6.Household connection - (no of HH connections/no of HH total targeted)	0/1818	
									7.Overall Physical progress - (in % progress)	85%	
									8.Overall financial progress - (in %)	50%	
									9.Expected date of Completion/operation-	31.12.2023	
2	Dindori	Dindori	21323	2.3	3.84	1	100% town is proposed to cover with network	55% completed	1.Construction of STP- (physical progress in %)	70%(Civil work)	More manpower & machineries have been deployed on site. work progress is speed up on all fronts. 1. Against Nagar Parishad, Dindori civil case has been filed in the court of CGM, Dindori under section 24 and 25 of W (PCP) Act, 1974 in 2014-15. Next hearing date 20.10.2023. 2. Environment Compensation of Rupees 90300000.00/- (Nine Crore Three Lakh) is imposed on ULB Dindori. Request letter No 1522 dated 18.08.2023 & letter No. 2227 dated 22.09.2023 to issue RRC of Rs 2550000.00/- (Two Crore Fifty Five Lakh) and 6480000.00/- (Six Crore Forty Eight Lakh) respectively has been written to collector Dindori. Collector Dindori has issued RRC for rupees 2550000.00/- (Two Crore Fifty Five Lakh) on date 25.08.2023
									2.Construction of MPS – (IPS-2) (physical progress in %)	75%(Civil Works)	
									2.Construction of IPS – 1 (physical progress in %)	70%(Civil Works)	
									3. Pumping Main - (line laid in KMs / Total line to be laid in Kms)	1.884/0 km	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	659.70/542.85 Mtr	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	24.00 Km/ 30.00 Km	
									6.Household connection - (no of HH connections/no of HH total targeted)	0/6542	
									7.Overall Physical progress - (in % progress)	56%	
									8.Overall financial progress - (in %)	41%	
									9.Expected date of Completion/operation	31.03.2024	
3	Mandla	Mandla	49463	5.34	7.75 MLD & 1.75 MLD STP	2	100% town is proposed to cover with network	58% completed	1.Construction of STP- (physical progress in %)	20%	Contractor has been instructed to raise the resources
									2.Construction of IPS - (physical progress in %)	48%	
									3. Pumping Main - (line laid in KMs / Total line to be laid in Kms)	Nil	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	Nil	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	92.634 km / 135.429 km	
									6.Household connection - (no of HH connections/no of HH total targeted)	0/13200	
									7.Overall Physical progress - (in % progress)	58%	
									8.Overall financial progress - (in %)	46.37 %	
									9. Expected date of Completion/operation-	13.05.2024	
									1.Construction of STP- (physical progress in %)	64%(Civil Works)	
									2.Construction of IPS - (physical progress in %)	64%(Civil Works)	

(Deepak Ratnawat)
Engineer
MPUD, Bhopal
23/10/23

4	Jabalpur	Jabalpur	1317609	181.68	116.55	5	65.13	49% completed	3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	50 %	Approx. 750 KM sewer Network approx 2 lack household connection through sewer line & approx. 75 MLD capacity of STP work at diffrent locations are proposed under AMRUT 2.0 Scheme
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	50 %	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	750 KM	
									6.Household connection – (no of HH connections/no of HH total targeted)	2 Lack	
									7.Overall feasible progress – (in % progress)	50 %	
									8. Overall financial progress – (in %)	50 %	
									9. Expected date of Completion/operation-	31.03.2024	
5	Narmadapuram	Narmadapuram	117988	12.74	21	1	100% town is proposed to cover with network	7% completed	1. Construction of STP- (physical progress in %)	3%	The contract was terminated on dated 14.07.2022 due to very slow progress. New tender was again allotted to M/s Bhugan Infracon Pvt Ltd. Gujrat on dated 10.03.2023 and agreement was executed on 12.05.2023. Time has given of 18 months (i.e. upto 18.11.2024) to complete the work.
									2. Construction of IPS – (physical progress in %)	32%	
									3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	-	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	13.55KM/170KM	
									6.Household connection – (no of HH connections/no of HH total targeted)	00/27948	
									7.Overall feasible progress – (in % progress)	3%	
									8. Overall financial progress – (in %)	3.46%	
									9.Expected date of Completion/operation-	18.11.2024	
6	Seoni	Budhni	16808	1.82	3.28	2	100% town is proposed to cover with network	100% completed	1. Construction of STP- (physical progress in %)	100%	
									2. Construction of IPS – (physical progress in %)	100%	
									3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	100%	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	100%	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	100%	
									6.Household connection – (no of HH connections/no of HH total targeted)	2804/3419	
									7.Overall Physical progress – (in % progress)	100%	
									8. Overall financial progress – (in %)	80%	
									9. Expected date of Completion/operation-	Completed	
7	Dewas	Narsinghgarh	8240	0.45	1	1	100% town is proposed to cover with network	52% completed	1. Construction of STP- (physical progress in %)	50% Civil work)	Instruction have been given to contractor to deploy more manpower & machineries & speed up the progress of work on all fronts.
									2. Construction of IPS – (physical progress in %)	IPS -1 10% Civil work) IPS -2 30% Civil work MPS - 15% Civil work	
									3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	530m/ 50m	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	0.4Km/ 0.4Km	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	11.79 Km/ 13.28 Km	
									6.Household connection – (no of HH connections/no of HH total targeted)	@1800	
									7.Overall Physical progress – (in % progress)	52.98%	
									8. Overall financial progress – (in %)	36%	

(Deepak [illegible])
Engineer-[illegible]
MPUDC, Bh[illegible]
Govt. of M[illegible]
23/10/23

STATUS AS ON 23-10-2023

									9. Expected date of Completion/operation-	30.06.2024	
8	Khandwa	Omkareshwar	10863	1.89	2.65	2	100% town is proposed to cover with network	4 existing STP of capacity 1.65 MLD& 2 New STP of 1.0 MLD 83% Completed	1. Construction of STP- (physical progress in %)	STP -1 98% STP -2 89%	STP's now under testing Remaining work is in Progress
									2. Construction of IPS – (physical progress in %)	IPS 2 (A) - 95% (Civil work) IPS 3 (A) - 95% (Civil work) IPS 4 - 95% (Civil work) IPS 4 (A) - 95% (Civil work)	
									3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	0.80Km/1.60Km	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	0.3 Km/0.3Km	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	12.48Km/12.48Km	
									6.Household connection – (no of HH connections/no of HH total targeted)	150/2400	
									7.Overall Physical progress – (in % progress)	83%	
									8. Overall financial progress – (in %)	66%	
									9. Expected date of Completion/operation-	31.10.2023	
9	Khandwa	Barwaha	26459	3.00	3.75	1	100% town is proposed to cover with network	45.30% completed	1. Construction of STP- (physical progress in %)	69%	Progress 4% in STP & 0.75 Km in Sewerage network
									2. Construction of IPS – (physical progress in %)	88%	
									3. Pumping Main –(line laid in KMs / Total line to be laid in Kms)	1.697 KMs/ 1.79 Kms	
									4. Gravity Main-(line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	19.257/31.274 Kms	
									6.Household connection –(no of HH connections/no of HH total targeted)	483/2754	
									7.Overall Physical progress – (in % progress)	45.30%	
									8. Overall financial progress –(in %)	34.00%	
									9. Expected date of Completion/operation-	31.12.2023	
10	Khargone	Sanawad	38740	5.62	7.02	1	100% town is proposed to cover with network	13.60% completed	1. Construction of STP- (physical progress in %)	11%	Instruction have been given to contractor to deploy more manpower & machineries & speed up the progress of work on all fronts.
									2. Construction of IPS – (physical progress in %)	0%	
									3. Pumping Main –(line laid in KMs / Total line to be laid in Kms)	0/2.03	
									4. Gravity Main-(line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	3.096 kms/68.776 kms	
									6.Household connection –(no of HH connections/no of HH total targeted)	90/3000	
									7.Overall Physical progress – (in % progress)	13.60%	
									8. Overall financial progress – (in %)	4.22%	
									9. Expected date of Completion/operation-	31.12.2024	
							100% town is		1. Construction of STP- (physical progress in %)	85 % (Civil work)	0.39% Physical progress is increase Administrative work is in progress
									2. Construction of IPS – (physical progress in %)	IPS 1:-65% (Civil work) IPS 2:-98% (Civil work)	
									3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	0/1.3km	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	

Eng MF Sr. 23/10/23

STATUS AS ON 23-10-203

11	Khargone	Mandleshwar	12346	1.33	3	1	proposed to cover with network	53% completed	5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	11.292/18.92	Instruction have been given to contractor to deploy more manpower & machineries & speed up the progress of work on all fronts
									6.Household connection (no of HH connections/no of HH total targeted)	0/870	
									7.Overall Physical progress (in % progress)	53.39%	
									8. Overall financial progress (in %)	44%	
									9. Expected date of Completion/operation-	30.06.2024	
12	Khargone	Maheshwar	25266	2.73	4.91	1	100% town is proposed to cover with network	48% completed	1. Construction of STP- (physical progress in %)	10%	Due to flooding STP site has changed. Looking for land.
									2. Construction of IPS (physical progress in %)	NA	
									3. Pumping Main (line laid in KMs / Total line to be laid in Kms)	-	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	29.309 KM/32.9KM	
									6.Household connection (no of HH connections/no of HH total targeted)	2494/4577	
									7.Overall Physical progress (in % progress)	48%	
									8. Overall financial progress (in %)	22.26	
									9. Expected date of Completion/operation-	30/12/2024	
13	Badwani	Badwani	55504	5.99	9	1	100% town is proposed to cover with network	20% completed	1. Construction of STP- (physical progress in %)	16.75 %	The Old Contractor was terminated on dt 11/07/2022 due to very slow progress & New contract was alloted to M/S R & B infra project PVT Ltd and SRCC (JV) Gujrat on dt 03/08/2023 and agreement was executed on 15/09/2023 , currently work is in progress.
									2. Construction of IPS (physical progress in %)	40%	
									3. Pumping Main (line laid in KMs / Total line to be laid in Kms)	-	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	39.36 km/ 129 km	
									6.Household connection (no of HH connections/no of HH total targeted)	0/10000	
									7.Overall Physical progress (in % progress)	20 %	
									8. Overall financial progress (in %)	9.27 %	
									9. Expected date of Completion/operation-	30.06.2025	
14	Dhar	Dharampuri	16800	1.4	1.4	1	-	-	1. Construction of STP- (physical progress in %)	Operational	-
									2. Construction of IPS (physical progress in %)	-	
									3. Pumping Main (line laid in KMs / Total line to be laid in Kms)	20	
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	20	
									6.Household connection (no of HH connections/no of HH total targeted)	2300	
									7.Overall Physical progress (in % progress)	Under Operation	
									8. Overall financial progress (in %)	-	
									9. Expected date of Completion/operation-	-	
									1. Construction of STP- (physical progress in %)	100 %	
									2. Construction of IPS (physical progress in %)	100 %	

प्रमुख अभियंता
नगरीय प्रशासन एवं विकास
म.प्र. भोपाल

Deepak Ratnaparkhi
Engineer-in-Chief
MPUDC Bhopal

15	Jabalpur	Bhedughat	86/00	0.86 MLD	0.88 MLD	5	Nil	Recently 05 STP has been operational	3. Pumping Main – (line laid in KMs / Total line to be laid in Kms)	-	Recently 05 STP has been operational.
									4. Gravity Main- (line laid in KMs / Total line to be laid in Kms)	-	
									5.Laying of sewer network- (line laid in KMs / Total line to be laid in Kms)	8.32/8.32	
									6.Household connection – (no of HH connections/no of HH total targeted)	1084/1084	
									7.Overall Physical progress – (in % progress)	100%	
									8. Overall financial progress – (in %)	96%	
									9. Expected date of Completion/operation-	-	

(Deepak Baghwat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

Annexure R-2 (Colly.)

Amarkantak Sewerage Project at Amarkantak

Sr. no	Date	Details of actions taken for the work
1	2	3
1	27.12.2017	The work of Amarkantak Sewerage Project was awarded to M/s Chandra Nirman Pvt. Ltd. Raipur, vide LOA No. PMU/ENGG/2017/2826 Bhopal dated 27.12.2017. Time allowed for complete the work is 24 months from the date of signing the contract agreement. [Annexure-1]
2	09.01.2018	Contract agreement was signed on 09.01.2018. Hence time allowed to complete the work upto 08.01.2020 [Annexure-2]
3	16.05.2018	Letter was written to contractor regarding Zero progress of work vide no. 249/MPUDCL/2018, Jabalpur dated 16.05.2018 [Annexure-3]
4	07.09.2018	Letter was written to contractor regarding slow progress of work vide no. 501/MPUDCL/2018 Jabalpur Dated 07.09.2018 [Annexure-4]
5	06.12.2018	Letter was written to contractor regarding slow progress of work vide no. 649/MPUDCL/2018, Jabalpur dated 06.12.2018 [Annexure-5]
6	01.01.2019	Notice for Blacklisting due to slow progress of work vide no. MPUDC/PMU/VN/2019/322 dated 01.01.2019 [Annexure-6]
7	13.06.2019	Letter to contractor regarding slow progress vide no. 168/MPUDCL/2019 dated 13.06.2019 [Annexure-7]
8	30.08.2019	Letter as a final notice/ intimation regarding slow progress and action may be taken vide no. 366/MPUDCL/2019 Dated 20.08.2019 [Annexure-8]
9	22.10.2019	Notice for restarting the work & action may be taken vide no. MPUDCL/PMU/2019/8129 dated 22.10.2019 [Annexure-9]
10	18.12.2019	Letter to contractor regarding extreme slow progress vide no. 646/MPUDCL/2019 dated 18.12.2019 [Annexure-10]
11	19.12.2019	Letter regarding very slow progress & action may be taken vide no. PMU/ENGG/VN/2019/10068 dated 19.12.2019 [Annexure-11]
12	10.08.2021	Notice for termination issued vide letter no. 7116/MPUDC/PMU/Bhopal dated 10.08.2021[Annexure-12]
13	06.01.2022	Show cause notice for Blacklisting vide no. PMU/ENGG/2022/179 dated 06.01.2022 [Annexure-13]
14	11.03.2022	Letter to contractor regarding slippage in progress vide no. 2275/MPUDC/PMU dated 11.03.2022 [Annexure-14]

Amarkantak Sewerage Project at Amarkantak

15	01.04.2022	The firm M/s Chandra Nirman Pvt. Ltd. Raipur was Blacklisted vide letter no. PMU/ENGG/2022/2906, Bhopal dated 01.04.2022 [Annexure-15]
16	13.04.2022	Final notice for termination of contract vide no. PMU/VN/2921/ 1317 dated 13.04.2022 [Annexure-16]
17	29.04.2022	Letter regarding not achieving progress & warning for termination vide no. PMU/VN/2022/3749 dated 29.04.2022 [Annexure-17]
18	29.04.2022	Termination of contract vide letter no. PMU/VN/2022/3753 dated 29.04.2022 [Annexure-18]
19	25.05.2022	Notice inviting Tender was float for Balance work of Amarkantak Sewerage Project on dated 25.05.2022 vide NIT no. MPUDC/ENGG/4644 [Annexure-19]
20	08.08.2022	Work was allotted to M/s J.M Ramani & Co. Surat vide LOA no. PMU/ENGG/2022/6945 Bhopal dated 08.08.2022 Time allowed 12 Month to complete the work [Annexure-20]
21	17.08.2022	Agreement was executed on 17.08.2022, Hence time allowed to complete the work for 12 Month i.e. upto 16.08.2023 [Annexure-21]
22	05.09.2022	Letter to terminated contractor for cleaning the site to do work by new contractor vide no. 1365/MPUDCL/ Shahdol/2022 dated 05.09.2022 [Annexure-22]
23	15.09.2022	Letter to Terminated contractor regarding clearing site to do work by new contractor vide no. 7794/PMU/VN/2022 Bhopal dated 15.09.2022 [Annexure-23]
24	12.12.2022	Letter to contractor regarding not achieving committed progress vide no. PMU/VN/2022/10619 dated 12.12.2022 [Annexure-24]
25	27.02.2023	Letter to contractor regarding start the work on all fronts & complete all activity in time limit as per contract agreement vide no. PMU/VN/2023/1549, Bhopal dated 27.02.2023 [Annexure-25]
26	24.04.2023	Letter to contractor against slippage in progress of self committed & warning for action may be taken as per contract agreement vide no. PMU/VN/2023/3235 Bhopal dated 24.04.2023 [Annexure-26]
27	24.04.2023	Notice to Terminated contractor regarding clearing the site for doing work by new contractor vide no. 3270/PMU/VN/2023 dated 24.04.2023 [Annexure-27]
28	17.05.2023	It was instructed to contractor to increase progress by Managing Director MPUDCL in review meeting dated 17.05.2023, Letter issued vide no. PMU/VN/2023/5504 dated 28.06.2023 [Annexure-28]

Amarkantak Sewerage Project at Amarkantak

29	08.07.2023	Review meeting held on 08.07.2023, it was instructed to contractor to increase manpower, machineries & complete the work in time limit letter issued vide no. PMU/VN/2023/6379, Bhopal Dated 25.07.2023 [Annexure-29]
30		Security deposite of Rs. 2064184.00 and performance SD of Rs. 4725000 have already been forfeited against penalty from Terminated contractor M/s Chandra Nirman Pvt. Ltd. Amount of Rs. 41839818.00 is proposed to be recover from this contractor against penalties as per contractor agreement clauses 24,28 of GCC and 28 (a), (b), & (C) of contract Data, which is under process [Annexure-30]
31		Present status of work [Annexure-31]
32		Recent Photographs of the works [Annexure-32]
33		

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE - 1]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No.PMU/ENGG/2017/ 9826 **Bhopal, dated** 27/12/2017

To:
M/s Chandra Nirman Pvt. Ltd.
Villa No. C-22/23, Maruti Lifestyle,
Opp. R K Mall,Kota Road,
Raipur – 492001(Chhattisgarh)

Attention: Mr. Saurabh Agrawal

Subject: Letter of Acceptance of contract for MPUDCL Tender No. 54 – Sewerage Project of Amarkantak in Anuppur District in Madhya Pradesh.

Reference: Your bid dated 21-12-2017 for the MPUDCL Tender No. 54.

Dear Sir,

We are pleased to notify you that your bid dated 21-12-2017 for the execution of MPUDCL Tender No. 54 – Sewerage Project of Amarkantak in Anuppur District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs. **9,45,00,000/-** (Rupees Nine Crore Fourty Five Lakh only), Operation and Maintenance Cost (B) of Rs. **6,91,78,409/-** (Rupees Six Crore Ninety One Lakh Seventy Eight Thousand Four Hundred and Nine Only), Power Consumption Cost (C) of Rs. **1,71,38,500/-** (One Crore Seventy One Lakh Thirty Eight Thousand Five Hundred Only) Thus, Total Cost (A+B+C) for the bid is **Rs. 18,08,16,909/-** (Rupees Eighteen Crore Eight Lakh Sixteen Thousand Nine Hundred Nine only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

a. The performance security/ performance guarantee of **Rs. 47,25,000/-** (Rupees Forty Seven Lakh Twenty Five Thousand Only) being 5% of the capital cost of the project, valid up to Three (03) months beyond the completion of Design Build Component.

Please note that

(i) The time allowed for carrying out the work as entered in the bid is **Twenty Four months-** Including rainy season, which shall be reckoned from the date of signing the Contract Agreement and

(ii) The performance security/ performance guarantee of **Rs. 43,15,845/-** (Rupees Forty Three Lakh Fifteen Thousand Eight Hundred and Forty Five Only) only being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.

(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)

(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

Received 27/12/17

Engineer-in-Chief
MPUDC

Endt. No. PMU/ENGG/2017/ 2827 Bhopal, dated 27/12/2017

Copy to:-

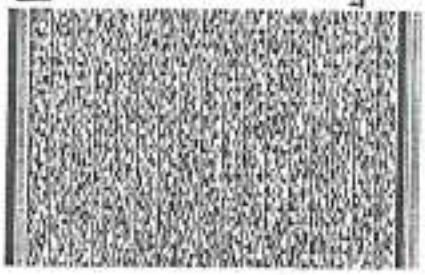
1. Managing Director, MPUDCL & Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal.
2. Financial Controller, MPUDC, Bhopal
3. Consultant Finance and Accounts, MPUDC, Bhopal
4. Team Leader, PMC, (WAPCOS)

27/12/17
Engineer-in-Chief
MPUDC

" 8", Arera Hills, Bhopal -462011 ☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763868 Email: mpusipbpl@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

[ANNEXURE-2]

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

	0101050801201800980 4
	25000
Stamp Duty (Rs.)	25000
Municipality Duty (Rs.)	0
Upkar Amount (Rs.)	0
Amount(Rs.)	0
	NON-JUDICIAL
& Time	08/01/2018 16:06:56
of Issuer Details	prakash lalchandani/SP010541705201500349
HO Details	SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR BHOPAL

Deed Details

Agreement or Memorandum of an agreement

Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.

E-STAMP FOR AGREEMENT

First Party Details

Name	ENGINEER IN CHIEF MPUDC BHOPAL
	ARERA HILLS BHOPAL BHOPAL Madhya Pradesh INDIA
of Persons	1

Second Party Details

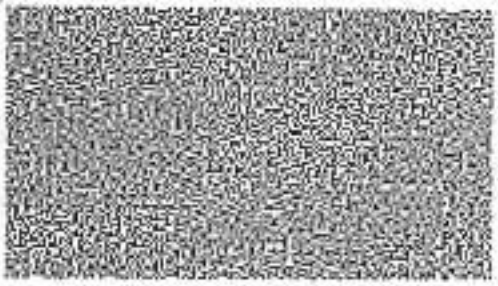
Name	CHANDRA NIRMAN PVT LTD
	VILLA NO 22 MARUTI LIFE STYLE KOTA RAIPUR CG AND BHOPAL Madhya Pradesh INDIA
of Persons	1

PAPER FOR THE WORK OF SEWERAGE PROJECT DINDORI

AGREEMENT

This agreement, made on the day of 09th January, 2018 between Madhya Pradesh Urban Development Company Limited, Palika Bhawan, Shivaji Nagar, Bhopal (M.P.) (hereinafter called the Employer) and M/s Chandra Nirman Private Limited, Villa No. C-22/23, Maruti Lifestyle, Opp. R.K Mall, Kota Road, Raipur (C.G.), hereinafter called "the Contractor" of the other part.

Digitally signed by Prakash
Date: 01.08.16:07:08



[ANNEXURE-3]

Madhya Pradesh Urban Development Company Limited

MPUDC

Project Implementation Unit, Jabalpur

Letter No...249...../MPUDCL/2018 Jabalpur, Dated: 16/05/2018

To,
M/s Chandra Nirman pvt. Ltd.
Vill No. 22, Maruti Life Style
Opp. R.K. Mall, Kota Road
Raipur (C.G.) 492001

Subuject : Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad.

Ref: Work order no. (1) PMU/ENGG/2017/2826 Dated 27.12.2017.
(2) PMU/ENGG/2017/2874 Dated 30.12.2017.

Dear Sir,

MPUDCL has awarded the work for "Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad." The date of start of work was 09/01/2018. Despite 128 (One Hundred Twenty Eight Days) days passed away till today, the following details are still awaited from your side.

1. Work schedule.
2. Mobilisation of equipments.
3. Mobilisation status of manpower.
4. Topographical survey status.
5. Soil investigation.
6. Design and Drawings.
7. Status of mobilisation of key equipments/Machines and establishment of quality control laboratory.

Dindori & Amarkantak sewer line laying work is under Hon'ble CM monitoring and zero progress is highly objectionable. After issuing the work order about 18% time is elapsed but there is no physical & financial progress is achieved.

(Project Manager)
MPUDCL
PIU, Jabalpur

Letter No...../MPUDCL/2018 Jabalpur, Dated: 16/05/2018

Copy to: 1. **Engineer-in-Chief, MPUDCL, Bhopal for your kind information please. Sir inspite of all affords no physical & financial progress is achieved so for, Even after 128 days if contractor has not started the work, it seems that it will not possible for him to complete work within stipulated time. As per agreement final notice should be given to him.**
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Project Manager, PIU, Bhopal for your kind information please.
4. WAPCOS Ltd. Bhopal & Jabalpur for your kind information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, Email – mpudcljbp@gmail.com

MPUDC
Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Jabalpur

Letter No...../MPUDCL/2018 Jabalpur. Dated: 16-05-2018

To,
M/s Chandra Nirman pvt. Ltd.
Vill No. 22. Maruti Life Style
Opp. R.K. Mall. Kota Road
Raipur (C.G.) 492001

Subuject : Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad.

Ref: Work order no. (1) PMU/ENGG/2017/2826 Dated 27.12.2017.
(2) PMU/ENGG/2017/2874 Dated 30.12.2017.

Dear Sir,

MPUDCL has awarded the work for "Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad." The date of start of work was 09/01/2018. Despite 128 (One Hundred Twenty Eight Days) days passed away till today, the following details are still awaited from your side.

1. Work schedule.
2. Mobilisation of equipments.
3. Mobilisation status of manpower.
4. Topographical survey status.
5. Soil investigation.
6. Design and Drawings.
7. Status of mobilisation of key equipments/Machines and establishment of quality control laboratory.

Dindori & Amarkantak sewer line laying work is under Hon'ble CM monitoring and zero progress is highly objectionable. After issuing the work order about 18% time is elapsed but there is no physical & financial progress is achieved.

(Project Manager)
MPUDCL
PIU, Jabalpur

Letter No...250...../MPUDCL/2018 Jabalpur. Dated: 16-05-2018

Copy to: 1. **Engineer-in-Chief, MPUDCL, Bhopal for your kind information please. Sir inspite of all affords no physical & financial progress is achieved so for, Even after 128 days if contractor has not started the work, it seems that it will not possible for him to complete work within stipulated time. As per agreement final notice should be given to him.**
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Project Manager, PIU, Bhopal for your kind information please.
4. WAPCOS Ltd. Bhopal & Jabalpur for your kind information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

[ANNEXURE-4]

मध्य प्रदेश अर्बन डेवलपमेंट कम्पनी लिमिटेड

पी.आई.यू. जबलपुर

937, [illegible], P.O. [illegible] (M.P.) 482002
Office : 0761-2623421, E-mail: mpudcljbp@gmail.com

क्र. 501 /म.प्र.अ.डे.कं.लि./2018 जबलपुर, दिनाँक : 07.09.2018

प्रति,

मेसर्स चन्द निर्माण प्रा. लि.
मारुति लाईफ स्टाइल, विला क्र. 22,23
कोटा रोड सागपुर

विषयः अमरकंटक, डिंडौरी एवं चित्रकूट शहरों के सीवर कार्यों की कार्य योजना के बाबत् ।

संदर्भ : पी.एम.यू. कार्यालय के निर्देशानुसार।

विषयान्तर्गत लेख है कि आपके द्वारा अमरकंटक, डिंडौरी एवं चित्रकूट में सीवर कार्य किया जा रहा है. कार्य की वर्तमान प्रगति पर उच्च कार्यालय द्वारा अप्रसन्नता व्यक्त की गई है। अतएव कार्य को समयावधि में पूर्ण करने के लिए कार्ययोजना तैयार कर 3 दिवस के अंदर इस कार्यालय को अवगत करावें।

अतः निर्देशित किया जाता है कि उक्त कार्य की प्रगति सुधारें।

परियोजना प्रबंधक
मध्य प्रदेश अर्बन डेवलपमेंट कंपनी लिमिटेड
पी. आई.यू. जबलपुर (म.प्र.)

Ms. Bhavna Madan
Fine as respects to [illegible]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Letter No.649/MPUDCL/2018 Jabalpur, Dated: 06/12/2018

To,
M/s Chandra Nirman Pvt. Ltd.,
Villa No. C – 22/23
Maruti Life style, Opposite R. K. Mall
Kota Road, Raipur (C.G.)

Subject : Regarding Quality of work and slow progress of Amarkantak Sewerage Project.

Reference: WAPCOS field Engineer Note Sheet No. WAP/AMKT/JBL/15/2018/01 Dated 05/12/2018.

Dear Sir,

With reference to the above following points are noticed and put up by the field engineer WAPCOS Ltd.

1. SFRC cover of manhole should be ISI marked engraved in cover.
2. All the roads are to be restored in original condition immediately.
3. Total laying of pipe line is 16 Km but progress of till date 02 Km. This shows your progress is very slow for achieving the target. Work plan should be submitted immediately.
4. On working site boards and hard barricading not found, around excavated pits. Peripheral Area is required to properly barricaded and displaying necessary sign boards.
5. During construction of work this is necessary to provide PPEs (safety helmet, gumboots, hand gloves, safety shoes etc) for the labours/workers and implement strictly. If you failed to provide same.
6. Mixing trays were not used for the mixing of cement mortar. Mixing trays should be used avoid loss of cement slurry.
7. Excavation cross section drawing for different type of depth is not available at site.
8. Outside plaster should be done strictly 1:3 in manhole.
9. Curing should be done at proper interval. Brickwork and plastered should be done cured minimum 7 days.
10. Curing tank should be construct for curing of cubes immediately.

It is instructed you to take necessary action to rectify all the above points. No compromisation on quality of work will be entertained and it is your responsibility to maintain progress and proper quality of work.

(Project Manager)
MPUDCL
PIU, Jabalpur

o/c

House No. – 387, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, E-mail – mpudcljbp@gmail.com

[ANNEXURE-5]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Letter No. 619/MPUDCL/2018 Jabalpur, Dated: 06/12/2018

To,
M/s Chandra Nirman Pvt. Ltd.,
Villa No. C – 22/23
Maruti Life style, Opposite R. K. Mall
Kota Road, Raipur (C.G.)

Subject : **Regarding Quality of work and slow progress of Amarkantak Sewerage Project.**

Reference: **WAPCOS field Engineer Note Sheet No. WAP/AMKT/JBL/15/2018/01 Dated 05/12/2018.**

Dear Sir,

With reference to the above following points are noticed and put up by the field engineer WAPCOS Ltd.

1. SFRC cover of manhole should be ISI marked engraved in cover.
2. All the roads are to be restored in original condition immediately.
3. Total laying of pipe line is 16 Km but progress of till date 02 Km. This shows your progress is very slow for achieving the target. Work plan should be submitted immediately.
4. On working site boards and hard barricading not found, around excavated pits. Peripheral Area is required to properly barricaded and displaying necessary sign boards.
5. During construction of work this is necessary to provide PPEs (safety helmet, gumboots, hand gloves, safety shoes etc) for the labours/workers and implement strictly. If you failed to provide same.
6. Mixing trays were not used for the mixing of cement mortar. Mixing trays should be used avoid loss of cement slurry.
7. Excavation cross section drawing for different type of depth is not available at site.
8. Outside plaster should be done strictly 1:3 in manhole.
9. Curing should be done at proper interval. Brickwork and plastered should be done cured minimum 7 days.
10. Curing tank should be construct for curing of cubes immediately.

It is instructed you to take necessary action to rectify all the above points. No compromisation on quality of work will be entertained and it is your responsibility to maintain progress and proper quality of work.

(Project Manager)
MPUDCL
PIU, Jabalpur

o/c

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921423, Email – mpudcljbp@gmail.com

[ANNEXURE-6]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./MPUDC/PMU/VN/2019/322 Bhopal, Dated...1.../01/2019

To,
Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp.-R.K.
Mall, Kota Road, Raipur-492001(Chhatisgarh)
Email:- cnpl.rgh@hotmail.com

WAPCOS LTD. BHOPAL
PMC - WORLD BANK
No. :1390
Date :18/1/19

Assignment: **MPUDCL Tender No. 54- under the Vishesh Nidhi:** Sewerage Project of Amarkantak District Anuppur in Madhya Pradesh.

Subject: **Notice for Blacklisting and debarring from participating in the bid due to slow progress.**

Ref.: Letter no.401 dated: 04.04.2018, Letter no. 501 dated: 07.09.2018 Letter no. 649 dated: 06.12.2018, of Project Manager, PIU, Jabalpur.

Please refer this office letters mentioned above written by Project Manager to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	29.09.2017	Date of Commencement	09.01.2018
Duration of Contract	730 Days	Scheduled Date of Start	09.01.2018
		Scheduled date of Completion	08.01.2020
Time elapsed	364 Days	Percentage time elapsed	49.87 %
Time remaining	366 Days	Percentage time remaining	50.13 %
Physical Progress (Overall)	5.70%	Financial Progress	3.24%

It is clear from the above chart, that the work is extremely legging behind schedule.

Your progress is only 5.70% even after lapse of 364 days period. Your poor performance, disproportionate progress & non achievement of milestone are adversely affecting delivery of progress resulting in delay in execution of sewerage project of Amarkantak town. The general public of the town is deprived of access to sewerage facilities. Thus this office is compelled to initiate action against you as per relevant clauses of agreement.

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

It is evident that the progress of works is extremely poor. Non-compliance on Geo-Technical Investigation Report, Structural Design & Drawing of STP and Pumping Station, Sewage Test Report is a serious concern, the submission of which is still awaited. During detailed review, it has been observed that inspite of repeated reminders, periodically held review meetings and cooperation extended to you by PIU and PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and also failed to deploy suitable personnel to fill the key positions as per agreement.

Hence, this notice of 30 days' time is served as to why your firm "**M/s Chandra Nirman Pvt. Ltd**" should not be **"Blacklisted"** and debarred from participating in the future bids invited by MPUDC and other organizations of the State Government.

Please acknowledge the receipt of this letter.

(Anil Chansoria)
Engineer-in-Chief, MPUDC

No. PMU/WB/2019/ 323

Bhopal, Dated: 11/01/19

Copy to:

1) Managing Director, MPUDCL for Information please.
2) Engineer-in-Chief, Public Works Department, Madhya Pradesh, Bhopal for information.
3) Chief Engineer (Registration), office of Engineer-in-Chief, Public Works Department, Madhya Pradesh, Bhopal for information and necessary action.
4) Engineer-in-Chief, Public Health Department, Madhya Pradesh, Bhopal for information.
5) Project Director, M P Jal Nigam, Bhopal for information.
6) Dy. Project Director (Technical), MPUDCL, Bhopal
7) Financial controller, MPUDC, Bhopal
8) All the PM, PIU MPUDC, for information and necessary action.
9) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

(Anil Chansoria)
Engineer-in-Chief, MPUDC

RE link with file
17/1/19

[ANNEXURE-7]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

PMC - WORLD BANK No. 357 Date 13/6/19

Letter No. 68 /MPUDCL/2019 Jabalpur, Dated: 13/06/2019

To,

The Project Manager
M/s Chandra Nirman Pvt. Ltd.,
Villa No. C – 22/23
Maruti Life style, Opposite R. K. Mall
Kota Road, Raipur (C.G.)

Subject : Various instructions given in joint visit of PIU, PMC & IVT at Amarkantak Sewer project on 11/06/2019.

With reference to above cited subject, it is to mention that joint visit of PIU, PMC & IVT was made at Amarkantak Sewer project on 11/06/2019. In which following instruction were given to your representative at site.

1. Hydrotest, leaktest, flowtest etc.of Sewerline & Manhole shall be started at the earliest.
2. Invert level shall be as per approved drawings.
3. Shape, Size & channel of Manhole shall be as per approved drawings.
4. Compaction shall be ensured with proper watering & Rolling.
5. Calibration Certificates of CTM, Auto level, weighing balance etc. must be kept at site.
6. Excavated concrete layers or rocks shall be stored at different place & must not be backfilled in the trench.
7. Readable hard copy of all approved drawings shall be kept at site.
8. All concreting shall be done with mixer machine only.
9. Third party inspection report, test reports from engineering college, NABL approved labs & MTC of all materials must be kept at site.
10. Mix design & other reports for this project shall be made available to PIU/PMC.
11. All laboratory equipment as per contract Agreement must be brought in the laboratory with required document & shall be in running condition.
12. Since last one year still you have not established the material testing lab which is highly objectionable, without material testing how will we make your running payment?

Sh Kalpal
Pl. review the present improvements
Report from field staff.
SPs 14/6/19

Date 13/6/19
Time - 6:32 PM

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

13. Overall progress is very low, so revised work plan shall be submitted & work shall be completed in stipulated time.

It is directed to ensure the compliance of all above instructions given on site & submit the compliance report to this office.

(Project Manager)
MPUDCL
PIU, Jabalpur

Copy to: 1. Engineer-in-Chief, MPUDCL, Bhopal for your kind information please.
2. Deputy Project Director (T), MPUDCL. Bhopal for your kind information please.
3. Team Leader, WAPCOS, PMC (PMU), Bhopal for information.
4. Team Leader, IVT, Bhopal for information.

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. 0761 4031421 Email: mpudcljbp@gmail.com

[ANNEXURE-8]

Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Jabalpur

HUDCO LTD. BHOPAL PMC - WORLD BANK No. 734 Date 31/8/19

Letter No. 366 /MPUDCL/2019

Jabalpur, Dated: 30/08/2019

To,

M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style,
Opp. R. K.Mall, Kota Road, Raipur - 492001
Email: cnpl.rgh@hotmail.com

Pmc, Supt / Sh. Kapil
CSPO
31/8/19

Subject: **Execution of Vishesh Nidhi work in Amarkantak, Dindori & Chitrakoot Township – Slow Progress and Restoration.**

Referance : Discussions held with the subject matter on 26/08/2019 in Engineer-in-Chief Office Bhopal.

Your Attention is again invited regarding slow progress of sewer line works in above three towns. During Engineer-in-Chief visit also instruction were given at site for proper restoration and for increasing progress.

As you are well aware that Ramayan Mela shall be organized in Chitrakoot town after rainy season and approximately more than 30 lacks pilgrims will visit during mela. Collector Satna review on dated 19/07/2019 Chitrakoot Sewer Project and instruction given for immediate restoration before Ramayan Mela

Copy to Chindwara, PMC, Dindori/ Amarkantak/ Chitrakoot CSPO 31/8/19

Similarly at Amarkantak during ENC visit instructions given for immediate restoration of main road but even after repeated reminders no work taken at site. Amarkantak is a Holy city and daily thousands of tourist are coming. During review meeting on dated 19/08/2019 Collector Anuppur express displeasure for poor road restoration work and given instructions to take up work on priority. Very soon he will visit Amarkantak & he have to give answer.

In Dindori no construction activity observed since last two months. No staff, no machinery deployed at site. The image of MPUDC affecting due to slow progress.

The undersigned has been observed that despite of the ENC, Collectors, PIU instructions in oral as well as in writing you have not taken up any interest in execution of work in all three towns rather totally closes the running activity.

Time: 5:53 PM
Date- 31/8/19

Plot No. [illegible] Nursing Colony
Behind Law Gate, Jabalpur (M.P.) 482002
Office Phone No. [illegible] Email: [illegible]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Now rainy season is over hence here-by you are instructed to start construction activity and restoration work immediately otherwise you will be responsible for all consequences arising out of such no work situation.

Please note that in case within a week time, If restoration work will not be speedily taken up it would be carried out through a debatable agency on piece work agreement bases and recovery shall be made accordingly.

Treat this as a final notice / intimation or otherwise suitable action shall be taken as per agreement in all three towns.

(Project Manager)
MPUDCL
PIU, Jabalpur

Copy to: 1. Engineer-in-Chief, MPUDCL, Bhopal for your kind information please, As instruction given by you self vite letter no. 6386 dated 29/08/2019.
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Team Leader, Wapcos limited for information and necessary action.

[illegible]
Behind Jain Mandir, Jabalpur (M.P.) [illegible]
Office Phone No. [illegible]

[ANNEXURE-9]

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

MPUDCL/PMU/2019/8229

Bhopal, Date: 22/10/19

To,
M/s. Chandra Nirman Pvt. Ltd.
Villa No.92, Maruti Life Style
Infront of R.K. Mall
Kota Road Raipur (C.G.)

Subject: Notice for restarting of work of Survey, Design, Construction and Commissioning of Sewerage Network in Amarkantak Town, Dist. Anuppur (M.P).

Ref:

1. Letter No. PMPIU/MPUDCL/401 dt.04/04/2018
2. Letter No. PMPIU/MPUDCL/050 dt.27/04/2018
3. Letter No. PMPIU/MPUDCL/200 dt.28/04/2018
4. Letter No. PMPIU/MPUDCL/501 dt.07/09/2018
5. Letter No. PMPIU/MPUDCL/649 dt. 06/12/2018
6. Letter No. MPUDC/PMU/VN/2019/216 dated 09/01/2019
7. Letter No. MPUDC/PMU/VN/2019/322 dated 11/01/2019
8. Letter No. MPUDC/PMU/VN/2019/1479 dated 26/02/2019
9. Letter No. MPUDC/PMU/VN/2019/5244 dated 15/07/2019
10. Letter No. PMU/VN/PMU/6722 dated 07/09/2019
11. Letter No. ENGG/MPUDC/PMU/2019/6854 dated 12/09/2019

You are requested to take reference of the above mentioned correspondence, vide which you were directed to restart the work at site and to arrange for submission of renewed Bank Guarantee immediately to this office.

It is pertinent here to mention that during the inspection of site on 27th July 2019 by the undersigned, it was found that execution work was stopped by you at the site. Further the road restoration work that was carried by you was also found to be highly unsatisfactory and unsafe for movement of vehicular traffic. Hence you were directed to restart the work immediately. An assurance in this context was also given by you that the work will be started within 7 days. Subsequently, in the meeting held in MPUDC office on 22.08.2019, you have again assured that the work will be started, but your firm has failed to even restart the work on any work front. Several notices for immediately starting the work and submission of renewed Performance Bank Guarantee have been issued to your firm by this office but no action has been taken by your firm in compliance to these instructions.

It is regretted to inform that your firm had neither submitted the renewed Bank Guarantee nor had started any work against the agreemented component of work. This is a clear case of non compliance of department/employer instructions and gross violations of the agreemented terms and conditions. Not attending to start the work and failure in submission of Bank Guarantee (securities) together with failure to attend and restoration of work falls under fundamental breach of contract. Non compliance of various notices/letters is a serious concern. This overall performance is considered as "Unsatisfactory performance" and the same qualifies for termination of the contract as per terms & conditions of the contract.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

You are once again directed to take suitable corrective measures in next ten days from the receipt of this letter. Further, you are given an opportunity to explain the reasons for the inordinate delay caused by your firm till date in execution of work, either orally or in writing as you may prefer before the undersigned by 30/10/19. If you fail to provide satisfactory reply on or before the stipulated date and time it will be presumed that you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document may be initiated against you without making any further reference to you in this regard.

Please acknowledge the receipt of this letter.

(Manoj Kumar Acharya)
Engineer-in-Chief,
MPUDC

No: /MPUDCL/PMU/8130 **Bhopal, Dated: 22/ 10 /2019**

Copy to:
1. Managing Director, M.P. Urban Development Company, for information please.
2. Additional Managing Director, M.P. Urban Development Company, for information please.
3. Dy. Project Director (1-2) MPUDC, Bhopal for information.
4. Project Manager, PIU Jabalpur for information.
5. Team Leader, WAPCOS.

Engineer-in-Chief,
MPUDC

[ANNEXURE - 10]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Letter No. 646/MPUDCL/2019 Jabalpur, Dated : 19 /12/2019

To,

M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style,
Opp. R. K. Mall, Kota Road, Raipur - 492001
Email: cnpl.rgh@hotmail.com

Subject : Extreme slow progress of the works and poor quality of construction in sewer works at Dindori & Amarkantak towns.

In continuation of the subject mentioned above the followings points are worth to be noted -

(1)

Town	LOI Date & Number	Date of Start of work	Stipulated date of completion	Total days elapsed	Financial Progress	Actual Physical Progress
Dindori	MPUDC/PMU/VN/2017/ 2874 Bhopal, Dated: 30/12/2017	09/01/2018	08/01/2020	707	Almost equal to financial progress	2.28
Amarkantak	MPUDC/PMU/VN/2017/ 2826 Bhopal, Dated: 27/12/2017.	09/01/2018	08/01/2020	707	Almost equal to financial progress	7.81

(2) It is very clear from the above table that the actual work progress is quite slower than the targeted one.
(3) All lands of construction of IPSs & STP at both towns are available for initiating the work, but the work is yet not started.
(4) All payments for the works completed at site, have been made.
(5) Till date even after multiple correspondences, laboratory setup according to the contract agreement has not been ensured.
(6) Key perssonnels with desired qualification & experience has not been appointed at site. All staffs from your side are either less experienced or are not having any experience in sewer works. Also, whenever we try to make them familiar with site & the work to be done, they get replaced by new ones.
(7) Safety & other required aspects are continuously being ignored at site.
(8) No roller is available at either site to ensure proper compaction of the trenches after backfilling.
(9) Calibration certificates for CTM, weighing machines, auto levels are yet not maintained at site even after various directions issued to do so.
(10) Design/Drawing of IPS & STP at Dindori are yet not submitted for approval.
(11) SFRC cover being used for manholes in both towns are non ISI-marked, which is unacceptable.
(12) The shape & quality of manholes being constructed is not up to the mark.
(13) Proper barricading, information & caution boards are not being used at site.
(14) The invert level of pipes are varying from the designed levels in various trenches in both towns.

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, Email – mpudcljbp@gmail.com

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

(15) The sewer bricks being used for construction of manholes are sub-standard & are not being replaced even after many instructions from PIU/PMC/IVT.
(16) Hard readable copy of approved drawings are not being maintained at site.
(17) At many places no bedding is being provided below the pipes even when black cotton soil is incurred.
(18) The test reports of materials from NABL acredited Lab/Govt. engineering colleges and manufacturer test certificates of materials as per contract agreement are not maintained at site.
(19) In RA bills, some items are being entered which are beyond the approved BOQ, but any variation is not being proposed from your side for further needful action.
(20) At few places, where backfilling has been done in the trenches the extra excavated materials are yet not shifted from the site & road restoration is due. In coming days spiritual programs are to be organized in Amarkantak town & the main road of town is not organized after completing the sewer works.
(21) The sewer pipes laid & manholes constructed are yet not tested for water tightness & continuous flow even after many instructions from this office.
(22) The work was kept on hold & man/machinery were taken away from the site for a long period. After many instructions from PMU/PIU, although the work has been re-started at both sites, but still the pace of the work is not promising.

It is very obvious from all above points that, you are not sincere about timely & qualitative completion of the project, which is completely unacceptable. So it is directed to ensure the compliance of all observations made in time bound manner, so that the project can be completed & the benefits shall be provided to the people.

(Project Manager)
MPUDCL
PIU, Jabalpur

Jabalpur, Dated : /12/20

Letter No. 647/MPUDCL/2019

Copy to :
(1) Dy. Project Director (T), MPUDCL, Bhopal for information please.
(2) Team Leader, PMC (WAPCOS) for ensuring the comprehensive study of th project as per actual status & submit the feasibility report, key plan for succesf completion, & pointwise status of the project and any suggestion to improve th status of the work by ensuring site visit of your officer of minimum WSE level
(3) Team Leader, IVT, Bhopal for information please.
(4) Quality Engineer, IVT, Bhopal for information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, Email – mpudcljbp@gmail.com

[ANNEXURE- II]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2019/ 10668 **Bhopal,Dated:** 19/12/2019

To,
M/s Chandra Nirman Pvt. Ltd.,
Villa No. 22, Maruti Life Style,
Opp. R.K. Mall, Kota Road,
Raipur. 492001

Sub: Survey and investigation, design, construction and commissioning of waste water collection, Treatment & Disposal system for Sewerage Project of Amarkantak and its Operation and Maintenance for the Period of 10 Years. Slow progress of work Amarkantak

Ref: This office letter no. PMU/VN/2019/8526 dated 02.11.2019.

Please refer this office letter no. quoted above. It is regretted to note that inspite of various reminder and personal pursuance, the work stopped since last six month except minor activity. The design & drawings (i.e. IPS, MPS, STP & Sewer Network) was already approved by this office and all fronts available for execution of work. The physical progress is almost same as stated vide this office letter dated 02.11.2019.

The stipulated period for this agreement is up to 08.01.2020 and till date you have not applied for extension of time from your end.

You are therefore directed to submit the time extension application within next three (3) days along with revised work plan and with details of resources to be deployed by you in case you desire to continue the work as per clause 14.1 of contract agreement.

Please note that, failing to receive compliance from your end in the stipulated period further action by MPUDC may be taken without serving any notice, for which your firm will remain responsible for all the consequences arising out of in such situation.

Acharya 19/12/19

(M.K. Acharya)
Engineer-in-Chief
MPUDCL

No. PMU/ENGG/VN/2019/ 10669 **Bhopal,Dated:** 19/12/2019

Copy to:
1) The Managing Director, MPUDCL for information please.
2) The Dy. Project Director (T) for information.
3) PM, PIU Jabalpur- with instruction to get work started immediately and submit the extension case after real assessment of physical situation for further necessary action.
4) Team Leader, MPUDP, WAPCOS for information and necessary action.

19/12/19

Engineer-in-Chief
MPUDCL

[ANNEXURE- 12]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 7116 /MPUDC/PMU/ Bhopal Dated ..10/8/2021

To,

M/s Chandra Nirman Pvt. Ltd.
Ville No. C-22/23, Maruti Life Style
Opposite R.K. Mall, Kota Road
Raipur – 492001 (Chhatisgarh)

Sub: **Sewerage Project Amarkantak Distt. Anuppur (M.P.) - Notice for Termination of Contract.**

Ref: 1. LOA for work no. PMU/ENGG/2017/2826 Bhopal dated 27.12.2017
2. This work agreement dated 08.01.2018
3. This letter no. PMU/WB/2021/5165 Bhopal dated 17.06.2021
4. Review meeting on dated 28.07.2021

With reference to subject cited above, you were given the LOA to execute the work of Sewerage Project Amarkantk, District Anuppur (M.P.) vide ref. letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 07.01.2020 after that you were granted extension upto 31.12.2021 with condition that delay damages shall be decided after finalizing the overall delay analysis. But it has been noticed that you have achieved only 56% physical progress and 29% financial progress.

Your progress had also been reviewed many times and through many letters written by this Office & Project Implementation Unit, Rewa/Shahdol, you were requested to expedite the progress but you have not achieved any substantial progress. In order to check your efficiency you were also given the target for two months vide ref. letter no. (3) and during review meeting on dated 28.07.2021, it was found that during more than one month of target neither you had submitted overall drawing and design & QAPs of E&M nor completed your given work.

This shows your gross negligence regarding completion of work and comes in category of GCC clause 27.2(a) page no. 118 of agreement i.e. "Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract"

Hence as you have executed the agreement with Engineer-in-Chief on behalf of MPUDC, this notice is being served to you with 14 days time to make good the failure and to remedy it within 14 days otherwise your contract shall be terminated as per agreement.

(Deepak Ratnawat)
Engineer-In- Chief,
MPUDC
Bhopal Dated .10/8/2021

No. 7117 /MPUDC/PMU/

Copy to:

1. P.A. to Managing Director, MPUDC for Information please.
2. Project Manager, PIU, Rewa/Shahdol for information & necessary action.
3. Team Leader, PMC, M/s Lexus Infratech Pvt. Ltd. for information & necessary action.

Engineer-In- Chief,
MPUDC

[ANNEXURE - 13]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ 179 Bhopal, Dated..06../01/2022

To,

The Director,
M S Chandra NirmaanPvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Sub: **Show Cause Notice for Blacklisting of Amarkantak, Dindori and Chitrakoot due to Slow Progress.**

Ref: **1. Letter no. PMU/VN/2021/10181 Bhopal, Dated.16.11.2021 (Amarkantak)**
2. Letter no. PMU/VN/2021/10719 Bhopal, Dated.16.11.2021 (Chitrakoot)
3. Letter no. PMU/VN/2021/10183 Bhopal, Dated.16.11.2021(Dindori)

Your firm had been awarded contract for Sewerage Projects of Amarkantak, Dindori and Chitrakoot by MPUDC vide reference made above. The status of progress of the contracts is as under:

S. No.	Name of city	Package no.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Up to date Progress
1	Chitrakoot	VNSF-01	01.10.2017	30.09.2019	31.03.2022	25%
2	Amarkantak	VNSF-02	09.01.2018	08.01.2020	31.03.2022	65%
3	Dindori	VNSF-03	09.01.2018	08.01.2020	30.06.2022	23%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. It has also been reviewed on dated 31.12.2021 and found that still the progress was not up to mark even with your required work plan submitted in Nov 2021.Despite repeated instructions, reminders, review meetings and total cooperation extended to you by PIUs, PMU and PMC to address all of issues, you have failed to demonstrate significant progress as per contract requirement and failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Such poor progress and non-achievement of milestones have adversely affected the timely completion of the contract. The general public of the project towns is deprived of access to basic facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreement work and the same amounts to substantial breach of contract. Your performance is considered as "Unsatisfactory

Contract Manager
MPUDC BHOPAL
PROJECT)

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17-12-2021 and the terms of the contract executed with this office.

You are hereby required to show cause within 15 days' from the receipt hereof as to why your firm should not be **"Blacklisted"** for a period of **3 years**. You are directed to submit your written statement/reply before the undersigned by **25.01.2022**.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date it will be presumed that you have nothing to say further in this matter in support, and action as per aforementioned order dated 17.12.2021 may be initiated against you without making any further reference in this regard.

Please note and acknowledge.

18-01-2022

(P.C Jain)
Deputy Project Director(T)
MPUDC

No./PMU/ENGG/2022/ ..180 Bhopal, Dated....18/01/2022

Copy to:

1. Managing Director, MPUDC for information.
2. Engineer-in-Chief, MPUDC, Bhopal for information
3. Financial Controller, MPUDC, Bhopal for information.
4. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
5. Concerned Project Manager, PIU, MPUDCL.
6. Team Leader, PMC(VN), Bhopal.

18.01.2022

Deputy Project Director (T)
MPUDC

[ANNEXURE-14]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No.2275 /MPUDC/PMU/ Bhopal Dated 11/03/2022

To,

M/S Chandra NirmanPvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Sub: Amarkantak Sewerage Project (Vishesh Nidhi) - Regarding Slippage in Physical & Financial Progress and delay in submission of Design and Drawing.

Regarding above subject it has been discussed many time in review meeting and a revised work program has been finalized in month on November 2021 & the financial progress also has been decided on the basis of work done and the balance work and time given for completion of work & also discussed with you. Similar position is of design and drawing and other documents which are to be submitted maximum after 3/4 month of the date of given work order as per agreement.

But it has been observed that in spite of given regular instructions in various review meeting at different level neither you have improved the physical and financial progress nor submitted the overall design and drawing and Documents.

As per revised program your physical progress should be 65%, financial Progress 45% and design and drawing submission should be 100% while your physical progress 67%, financial progress 50% and overall design, drawing and documents submission 85% (List of design, drawing and documents is attached), so far.

Hence, you are requested to achieve the required Physical and Financial Progress of above work including slippage in this month and overall design and drawing, vendor GAD & QAP etc. should be 100% completed up to the end of this month otherwise you shall be penalized as per agreement. Please note.

Encl : As above

11-3-22
(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal
Bhopal Dated 11/03/22

No.2276 /MPUDC/PMU/

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU, Shahdol for information & necessary action..
3. Team Leader, PMC Lexus for information & necessary action.

11-3-2022
Dy. Project Director (T)
MPUDC, Bhopal

[ANNEXURE - 15]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ ...3502 Bhopal, Dated.....1.../04/2022 01.04.2022

To,

The Director,
M/S Chandra Nirman Pvt. Ltd.
Villa No.92 Maruti Life Style
Infrent of R.K Mall
Kota Road Raipur (C.G)

Sub: Blacklisting of the M/s Chandra Nirman Pvt. Ltd for a period of 3 years.

Please find enclosed herewith copy of issued order no.PMU/ENGG/2022/ 3504 / dated 01.04.2022 issued for blacklisting and prohibiting your firm from participating in any bids invited by MPUDCL for a period of 3 years with effect from 01.04.2022.

01/04/2022

(P.C Jain)
Deputy Project Director (T)
MPUDC

No./PMU/ENGG/2022/...3507 Bhopal, Dated...../04/2022 01/04/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Additional Managing Director, MPUDCL for information.
3. Engineer-in Chief, MPUDCL, Bhopal for information.
4. Deputy Project Director (T-2), MPUDC, Bhopal for information.
5. Deputy Project Director (A), MPUDCL, Bhopal for information.
6. Financial Controller, MPUDCL, Bhopal for information.
7. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
8. Concerned Project Manager, PIU, MPUDCL.
9. Team Leader, PMC(VN), Bhopal.

01.04.2022

Deputy Project Director (T)
MPUDC

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ ..2904 Bhopal, Dated..... 01/04/2022 /03/2022

ORDER

The M/s Chandra Nirman Pvt. Ltd. (herein after referred to as "Contractor") was awarded two contracts for sewerage project under Vishesh Nidhi Package SF-01 Chitrakoot and SF-02 Amarkantak. The contractor was required to complete the each said work within 24 months i/c rainy season i.e. 730 days as per Clause 1.22 of Contract Data read with Appendix 2-18 of Tender Document. However, the Contractor has failed to complete the above said works within the stipulated/extended time and to demonstrate significant progress as per contractual terms and conditions. Contractor's poor progress and non achievement of milestones have adversely affected the deliverable stipulated in the contracts. The general public of the project towns is deprived of sanitary facilities due to contractor's sluggish mobilization of resources for expediting the work progress.

As per revised program of Amarkantak Sewerage Project, submitted in Nov 21, this project is required to be completed up to March 2022 and accordingly physical and financial progress should have been 90% and 80% respectively and design and drawing VENDOR GAD, QAP approval submission should have been 100%. Contrary to this targeted progress, present physical progress is 67% and financial progress is 50% and overall design, drawing and documents submission is 85%.

As per revised program of Chitrakoot Sewerage Project, submitted in Nov 21, this project is required to be completed up to June 2022 and accordingly physical and financial progress should have been 60% and 50% respectively and progress of design and drawing submission should have been 100%. Contrary to this targeted progress, present physical progress is 26%, and present financial progress is 15% and overall design, drawing and documents submission is 83%.

This clearly demonstrates extremely slow progress of work and failure of the contractor in achieving self committed physical and financial progress. During the review meeting held on 03.03.2022 of both the projects, Managing Director, MPUDCL had also expressed the resentment at poor progress.

Vide letter no. PMU/ENGG/2022/179, dated 06.01.2022, a show cause notice for blacklisting was issued to the Contractor. The Contractor was given 15 days' time to submit its reply to the show cause notice. Accordingly, Contractor submitted its reply vide letter no. CNPL/MPUDC/059 dated 24.01.2022. Thereafter, a hearing opportunity was also given to the contractor. Hearing was scheduled on dated 23.03.2022.

During the hearing on 23.03.2022, Mr. Sameer Agarawal of M/s Chandra Nirman Pvt. Ltd. was apprised of the progress i.e. achievement of progress against the targeted progress. The discussion was made in present of field officials of MPUDC & PIU Shahdol and Rewa.

Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal-462004
Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpusipbpl@gmail.com

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Contractor is found to be non serious in executing the agreement works which is clearly a fundamental breach of contracts. Material available on record establishes fundamental defaults on the part of the Contractor. The Contractor has failed to achieve the self committed physical and financial targets.

Thus, as per Madhya Pradesh Urban Development Co Ltd. order no. 11240/PMU/MPUDCL dated 17.12.2021, the Contractor i.e. M/s Chandra Nirman Pvt. Ltd. stand blacklisted from the date of service of this order for a period of three years.

Note: - To protect the public interest and object of the project i.e. to provide sanitary facilities, further to avoid substantial financial implication the present contracts already awarded to the contractor are not terminated.

During this period the following restriction shall remain in force against the contractor:

1. Shall not be entitled to participate in his own name or any of its partner's name, as joint venture, in any future bids invited by MPUDCL.
2. Shall not be allowed/permitted to purchase contractor form for any future bid of MPUDCL.
3. In case any bid is received in any form from the contractor shall be treated as ineligible.

(P.C Jain)
Deputy Project Director (T)
MPUDCL

No./PMU/ENGG/2022/ 2905 Bhopal, Dated...../03/2022
01/04/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Additional Managing Director, MPUDCL for information.
3. Engineer-in Chief, MPUDCL, Bhopal for information.
4. Deputy Project Director (T-2), MPUDC, Bhopal for information.
5. Deputy Project Director (A), MPUDCL, Bhopal for information.
6. Financial Controller. MPUDCL, Bhopal for information.
7. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer- in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
8. Concerned Project Manager, PIU, MPUDCL.
9. Team Leader, PMC(VN), Bhopal.

Deputy Project Director (T)
MPUDCL

[ANNEXURE-15]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 1317 **Bhopal Dated:** 13.04.2022

To,

M/s Chandra Nirman Pvt. Ltd.,
Villa No.22 Maruti Life Style,
Infront of R.K Mall,
Kota Road, Raipur (C.G)

Sub.:- Sewerage Project of Amarkantak Distt. Anuppur (M.P.) –Final Notice for Termination of Contract.

Ref.:- 1. LOA No. PMU/ENGG/2017/2826 Bhopal, Dated 27.12.2017(Amarkantak)
2. This work agreement dated. 08.01.2018
3. Letter no. PMU/VN/2021/6469 Bhopal, Dated.26.07.2021.
4. This office letter no.7116/MPUDC/PMU Bhopal, Dated.10.08.2021
5. Letter no.PMU/VN/2021/10181 Bhopal, Dated.16.11.2021
6. Letter no. PMU/VN/2021/531 Bhopal, Dated.19.01.2022.

With reference to subject cited above, you were given the LOA to execute the work of Sewerage Project Amarkantak District Anuppur (M.P.) vide reference letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 08.01.2020 after that as per ref letter No. (3), you were granted extension up to 31.12.2021. After that you were again given further time extension up to 31.03.2022, vide reference letter no. (6), with condition that delay damages shall be decided after finalizing the overall delay analysis. But it has been noticed that you have achieved only 67% physical progress and 45% financial progress. After that this office has not received any time extension proposal from you.

Your progress had also been reviewed many times and through many letters written by this office and Project Implementation Unit, Shahdol. You were requested to expedite the progress but you have not achieved any substantial progress. During the review meeting held on dated 31.12.2021, it was found that since more than one month of target, you had neither submitted drawing and design nor completed given work.

You were also given the notice for termination vide reference letter no. (4), against which you have not replied so far. For this, a meeting was held on 23.03.2022 of hearing for blacklisting under the chairmanship of DPDT to improve the work but it had been found that so far no appreciable progress have been given in terms of overall progress.

Since the beginning your gross negligence for completion of work comes in category of GCC 27.2 (a) page no.126 of agreement i.e. "Abandons the work or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract".

Hence as you have executed the agreement with Engineer-in-Chief on behalf of MPUDC, this notice is being served to you with 14 days time to make good the failure and to remedy it within 14 days otherwise your contract shall be terminated as per agreement.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

1318 13.04.2022

Copy to:

1. P.A. to Managing Director, MPUDC for information please.
2. Project Manager, PIU, Shahdol for information and necessary action
3. Team Leader, PMC, M/s Lexus Infratech Pvt. Ltd. for information and necessary action.

Engineer-in-Chief
MPUDC

[ANNEXURE -17]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 3749 **Bhopal Dated:** 29/04/2022

To,

Project Manager
PIU Shahdol

Sub.:- Sewerage Project of Amarkantak Distt. Annuppur (M.P.) – Progress of Work From The Date of Final Termination Notice to Till Date.

Ref.:-
1. LOA No. PMU/ENGG/2017/2826 Bhopal, Dated 29.09.2017 (Amarkantak)
2. Letter no.PMU/VN/2021/10181 Bhopal, Dated.16.11.2021
3. Letter no.PMU/ENGG/2022/179 Bhopal, Dated.06.01.2022
4. Letter no. PMU/VN/2021/1958 Bhopal, Dated.02.03.2022
5. Letter no. PMU/VN/2021/3317 Bhopal, Dated.13.04.2022

With reference to subject cited above, contractor was given the LOA to execute the work of Sewerage Project Amarkantak Distt. Annuppur (M.P.) vide reference letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 08.01.2020 from this date. The contractor was given 4th time extension of total 1544 days till 31st March 2022.

After giving so many opportunities in the form of time extension and instruction during review meeting, it is regretful to say that contractor has completely failed to achieve the satisfactory progress of work. With reference at Sr.No (4) and (5) the contractor was served termination and blacklisting letters.

The final Notice for Termination was given vide letter no. PMU/VN/2021/3317 Bhopal, Dated.13.04.2022. In the letter contractor was given 14 days time to give the work progress as well as his justification regarding the slow progress of work, but it is unfortunate that contractor did not take pain or care to reply this letter.

As 14 days are over hence it is requested to submit the work progress performed in physical and financial percentage during last 14 days. Also take the detailed joint measurement of work done till date.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

3750
Dt- 29/04/2022

Copy to:
1. Team Leader, PMC,M/s Lexus Infratech Pvt. Ltd. for information and necessary action.
2. M/s Chandra Nirman Pvt. Ltd for information and necessary action.

Engineer-in-Chief
MPUDC

[ANNEXURE -18]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 3753 **Bhopal Dated:** 29/04/2022

To,

M/S Chandra NirmanPvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Name of work:-Construction and design of sewer collection network and treatment system including Testing and commissioning of the work in Amarkantak, Anuppur Dist, in M.P. Along with maintenance period of 10 years. **Sewerage Project of Amarkantak Distt. Anuppur (M.P.) -Termination of Contract under clause 27.2 (a), (c), (e),(f) of GCC**

Ref.:- 1. LOA No. PMU/ENGG/2017/2826 Bhopal, Dated 27.12.2017(Amarkantak)
2. This work agreement dated. 09.01.2018
3. This office letter no.7116/MPUDC/PMU Bhopal, Dated.10.08.2021
4. Letter no. PMU/VN/2021/10181 Bhopal, Dated.16.11.2021
5. Letter no. PMU/VN/2021/11540 Bhopal, Dated.27.12.2021
6. Letter no. PMU/ENGG/2022/179 Bhopal, Dated.06.01.2022
7. Letter no. PMU/VN/2021/531 Bhopal, Dated.19.01.2022.
8. Letter no. PMU/VN/2022/3317 Bhopal, Dated.13.04.2022
9. Letter no. 953/MPUDCL/Shahdol/2022 Date.28.04.2022 of PM, PIU, Shahdol.

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Amarkantak Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Amarkantak was issued to you on 27.12.2017. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e. including rainy season up to 08.01.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 14 of GCC of the contract, time for completion of Design and Build phase was extended till 31.12.2021 and thereafter till 31.03.2022 as per your request. Milestones were revised by MPUDC on your request in the month of March 2021 and thereafter inNovember 2021. However, you have again failed to achieve the revised milestones. The status is as under:

S.No	Work	Date of Commencement	Scheduled date of completion	Extended date of completion	Time Elapsed (Days)	Physical Progress as on	
						01.01.2021	31.03.2022
1	Aamrkantak Sewerage Project	09.01.2018	08.01.2020	31.03.2022	1544	35%	67%

It is evident that the progress of works of all the above mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by PIUs, PMU and PMC to address all of the issues, you have failed to

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Several notices along with 14 days notice as per clause 27.3 of GCC were issued by this office but you have failed to abide by the stipulated timeline provided for completion of design and build stage. Further you were given ample opportunity to explain the reason i/c the inordinate delay caused by your firm. But still you are failed to submit reply in response to the said notices served till date. This reflects your negligence and non professional attitude towards the project.PM, PIU, Shahdol vide his letter dt.28.04.2022 has informed that there is very marginal deployment of labour and machinery etc at site in last 14 days and has opined to terminate the contract.

Please note that non achievement of milestone amounts to breach of contractual obligations, hence your contract is hereby terminated under Clause 27.2(a), (c),(e),(f) of GCC and appropriate action under Clause 15, Clause 24 read with Clause 28 of GCC and Clause 28 of contract data will be taken by this office. This agreement stands terminated with effect from the date of issue of this notice.

Please acknowledge the receipt of this letter.

(Deepak Ratnawat)
Engineer in Chief
MPUDC

Endt.No.PMU/VN/2022/3754 **Bhopal** **Dated:** 29/04/2022

Copy to:

1. PA to Managing Director, MPUDC for information.
2. DPD (T), MPUDC for information.
3. Project Manager PIU, Shahdol with instruction to take necessary action
4. T.L., PMC, Lexus, for information and instruction to take necessary action.

Engineer in Chief
MPUDC

[ANNEXURE - 19]

Appendix-1

Notice Inviting e-Tenders

Madhya Pradesh Urban Development Company Limited
(Under Urban Development & Housing Department GoMP)
Amarkantak Bhavan, Indra Press Complex, MP Nagar Zone1, Bhopal
Tel: +91-755-276-3060,61,62, Fax: +91-755-276-3868
Email: mpusipbpl@gmail.com

NIT No.-MPUDC/ENGG/4644

Date: 25.05.2022

Online lump-sum bids for the following works (estimated on UADD SOR w.e.f. 10/05/2012) on Form "F" are invited from registered contractors and firms of repute fulfilling eligibility criteria:

S.No.	Name of the work	Probable amount of contract (Rs. In Lacs)	Earnest Money Deposit (EMD)(In Rs)	Cost of Bid Document (In Rupees)	Time of Completion
1.0	Balance work of Survey, Design, Construction and commissioning of Sewerage Network in Amarkantak Municipal area including, 1.0 Providing laying and jointing of sewerage pipelines including construction of manholes and sewer appurtenances with all necessary earthwork and restoration of roads. 2.0 Construction, supply, erection and commissioning of Sewerage treatment plant and RCC sump well along with providing and installation of pumps from sump well to STP. 3.0 Providing house sewer chambers and laterals for connecting sewer to consumer sewer lines 4.0 Providing and laying of HT feeder connection upto Sewerage treatment plant and intermediate pumping stations 5.0 Providing house sewerage connection Providing house sewerage connections to the individual households.	568.27	568273	20000.00	12 months including rainy season.

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/Internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
   i) pay the cost of Bid Document;
   ii) deposit the Earnest Money;
   iii) Submit a check list, and

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

0014

J.M. Chhajed & Co. Proprietor

[ANNEXURE-20]

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/2022/ 6345 Bhopal, dated 08 /08/2022

To:

M/s J M Ramani & Co.
406, Gokulam Arcade,
Sarthana, Jakatnaka
Surat– 395006 (Gujrat)

Attention: Mr, Jignesh Kumar M Ramani Email jigneshmramani@gmail.com
Mob: (O) + 91 8849655218

Subject: Letter of Acceptance of contract for Balance work of Sewerage Project of Amarkantak in Anuppr District in Madhya Pradesh.

Reference: Your bid dated 30th June, 2022 for the Balance work of Sewerage Project of Amarkantak in Anuppur District in Madhya Pradesh.

Dear Sir,

We are pleased to notify you that your bid dated 30/06/2022 for the execution of "Balance work of Sewerage Project of Amarkantak in Anuppur District in Madhya Pradesh" has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs.**9,25,42,150/-**(Rupees Nine Crore, Twenty Five Lakhs, Forty Two Thousand, One Hundred and Fifty only), Operation and Maintenance Cost (B) of Rs. **6,91,78,409/-** (Rupees Six Crore, Ninety One Lakh Seventy Eight Thousand, Four Hundred and Nine only) and Power Consumption Cost (C) of Rs. **1,71,51,875/-** (One Crore, Seventy One Lakh, Fifty One Thousand, Eight Hundred and Seventy Five only) Thus, Total Cost (A+B+C) for the bid is **Rs. 17,88,72,434/-** (Rupees Seventeen Crore, Eighty Eight Lakh, Seventy Two Thousand, Four Hundred and Thirty Four only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of **Rs. 27,76,265/-** (Rupees Twenty Seven Lakh, Seventy Six Thousand, Two Hundred and Sixty Five only) being 3% of the capital cost of the project valid up to Valid Contract Period Plus three months in accordance with clause no. 22 of Bid Data Sheet.

Please note that

(i) The time allowed for carrying out the work as entered in the bid is **Twelve months** including rainy season, which shall be reckoned from the date of signing the Contract Agreement and

(ii) The performance security/ performance guarantee of **Rs. 25,89,909/-**(Rupees Twenty Five Lakh Eighty Nine Thousand Nine Hundred and Nine only) only being 3% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.

J.M. RAMANI & CO. Proprietor

Amarkantak Bhavan, India Press Complex Zone – 1 M P Nagar Bhopal -462011☎ : 91+755-2763060, 61, 62
Fax.: 91+755-2763863 Email: mpusiphpl@gmail.com

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)

(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Endt.No. PMU/ENGG/2022/ 6946 Bhopal, dated 08 /08/2022

Copy to:-

1. Managing Director, MPUDC & Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal for information please.
2. Additional Managing Director, MPUDC for information please.
3. Finance Controller, MPUDC for information.
4. Project Manager, Project Implementation Unit, MPUDC, Shahdol for information.

J.M. RAMANI & CO. Proprietor

Engineer-in-Chief
MPUDC

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

[ANNEXURE -21]

Registration and Stamp Department
Madhya Pradesh

Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101171608202201650
Total E-Stamp Amount	179000
Govt. Stamp Duty (Rs.)	179000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	16/08/2022 17:46:42
Service Provider or Issuer Details	ABHISHEK JAISWAL/SP0117432032018000009
SP/SRO/DRO/HO Details	317,ARADHNA NAGAR INDORE INDORE
Municipality Duty (Rs.)	0
Upkar Amount (Rs.)	0

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work Contract, not being a Development/Construction Agreement or a Security Bond, containing an agreement to secure the due performance of a contract or due discharge of a liability Ð (i) If contract value is upto Rupees 50 lacs Ð Rupees 500. (ii) If contract value exceeds Rupees 50 lacs Ð 0.1 percent of contract value subject to a maximum of rupees 5 lacs.
Purpose	WORK AGREEMENT

First Party Details

Organization Name	J M RAMANI & CO.
Address	406,GOKULAM ARCADE ,SARTHANA JAKAT NAKA SURAT 395006 INDORE Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	MPUDC BHOPAL
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

WORK AGREEMENT

CONTRACT AGREEMENT

This Agreement made on the 17th day of August, 2022,

BETWEEN

the Madhya Pradesh Urban Development Company Limited (MPUDC), a Government of Madhya Pradesh undertaking and having its address as: Amarkantak Bhawan, Indra Press Complex, Zone-I, M. P. Nagar, Bhopal - (M.P.) 462011 and represented by its Engineer-in-Chief (hereinafter "the Employer"), of the one part.

AND

M/s J.M. Ramani & Co. having its address as: **406, Gokulam Arcade, Sarthana Jakatnaka, Surat-395006 (Gujrat)** (hereinafter called "the Contractor"), of the other part.

J.M. RAMANI & CO.

Digitally signed by ABHISHEK JAISWAL
Date: 2022.08.16 17:46:45 IST

Engineer-in-Chief
MPUDC Bhopal

ABHISHEK OMPRAKASH JAISWAL
STAMP VENDOR
39/3, Pardeshipura, INDORE (M.P.)
(M) 97709 11008

0001

0101171608202201650

[ANNEXURE--22]

Madhya Pradesh Urban Development Company Limited

(Department of Urban Development and Housing, Government of Madhya Pradesh)

Project Implementation Unit- Shahdol

E-Mail- mpudclshahdol@gmail.com

No.1365/MPUDCL/Shahdol/2022 Date 25/09/2022

To,

M/S CHANDRA NIRMAN PVT.LTD.
Villa No. 92 Maruti life style,
Infront of R.K Mall, Kota Road
Raipur (C.G.)

Subject: **Regarding clearance at the Amarkantak STP site.**

Ref: 1. MPUDUL letter No. PMU/VN/2022/3753 Bhopal Dated 29/04/2022

With reference to above, your Contract of Amarkantak Sewerage project is terminated on 29.04.2022 but till date you have not cleared the STP site, your procured material & scrap material is still stored at the STP area.

Since new agency is appointed to complete the balance work of Amarkantak Sewerage project. **So you are instructed to take up your procured & scrap material and clear the site of STP immediately.**

Project Manager
MPUDCL, PIU Shahdol

No.1366/MPUDCL/Shahdol/2022 **Date: 25/09/ 2022**

Copy to:

1. DPD (T), MPUDCL, Bhopal, for your kind information please.
2. Team leader, lexus, Bhopal, for your information & necessary action.
3. ACM, PMC lexus for your kind information and necessary action.

Project Manager
MPUDCL, PIU Shahdol

[ANNEXURE-23]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/7794 **Bhopal Dated:** 15/09/2022

To,

M/S Chandra Nirman Pvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Sub. : -Regarding Clearance of material of previous working company M/s Chandra Nirman Pvt. Ltd., at Sewerage Project of Amarkantak Project.

Ref: -1. This office letter no. PMU/VN/2022/3749 Bhopal dated 29.04.2022

Your contract has been terminated vide above ref letter & new contract has been awarded to Mr. J.M. Ramani & Co. As appointed new contractor has informed that you have still not clear the STP area due to which he could not start the work.

Hence you are requested to clear the overall site immediately within 7 days & inform to Project Manager PIU & this office.

(Deepak Ratnawat)
Engineer-In- Chief
MPUDCL, Bhopal

Copy to:

No. PMU/VN/2022/7795 **Bhopal Dated:** 15/09/2022

1. Project Manager, PIU shahdol for information & with instruction to get clear the site immediately form M/s CNPL & handed over to new appointed contractor immediately.
2. Team Leader, PMC, MPUDP, and Bhopal for information and necessary action.
3. M/s JM Ramani & Co. for information and necessary action.

Engineer-In- Chief
MPUDCL, Bhopal

[ANNEXURE -24]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 6619 **Bhopal Dated:** 12/12/2022

To,

M/S J M Ramani & Co.
406, Gokulam Arcade,
Sarthana, Jakatnaka
Surat (Gujrat)

Sub.:- Regarding commitments for progress of Amarkantak Sewerage Project

Ref.:- 1. LOA No. PMU/ENGG/2022/6945 Dated 08.08.2022 (Amarakantak)
2. Meeting (Virtual) held on 01.12.2022 chaired by DPD (T) MPDUCL

With reference the subject cited above, it is committed by you in ref. Meeting accordingly you will be submitted detailed planning of financial and physical progress of work component wise, within 7 days to complete the work. It is directed you to submit your planning within 7 days positively and make necessary arrangements to achieve progress accordingly. Copy of work plan is attached here with.

10.12.2022
(P.C Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2022/ 6620 **Bhopal Dated:** 12/12/2022

Copy to:

1. Engineer- In- Chief, MPUDC, Bhopal for information.
2. Project Manager PIU, Shahdol for information necessary action please
3. T.L PMC Lexus, for information and necessary action please.

10.12.2022
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-25]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 1549 **Bhopal Dated:** 27/2/23

To,

Project Manager
Project Implementation Unit
Shahdol

Sub.:- Regarding Submission of Physical & Financial Work Programme of STP all Units and Network for Amarkantak Sewerage Project

Ref: -1. LOA No. PMU/ENGG/2022/6945 Dated 08.08.2022 (Amarakantak)
2. Agreement Dated 17.08.2022
3. This office letter no. PMU/VN/2023/767 Bhopal dated 31.01.2023.
4. Contractor letter no. JMR/MPUDC/Amarkantak/97 Date 11.02.2023

With reference to subject cited above contractor has submitted revised work program of STP all units and network for Amarkantak Sewerage Project on dated 11.02.2023.

As per agreement your completion date is 16.08.2023 & you shall to finish all the physical work before one month i.e. upto 16.07.2023 (one month for trial run) hence you are required to complete all activities i/c review of design, pipe laying, hydrotesting, STP, IPS, HSC, Engineering Procurement, construction, sectional testing, commissioning & trail run for all civil, Electrical, Mechanical, instrumentation & SCADA, accordingly prepared bar chart for planning of Physical & financial both. It should also be Co-related with Annexure-O of agreement. Attention invited to this office letter ref -3 and comply with requirement given in this letter.

PMC reviewed it and following correction are required to be done in work programme. The few points apart from above are as follows-

1. In work program contractor not show the detail of submission date of remaining approved design drawing
2. Contractor is not given work program in the form of Bar chart for Physical & Financial progress of site to complete the work with in time limit.

Hence it is directed ~~you~~ to instruct the contractor for modifying the work programme as per above instructions and to be submitted through you with your comments & recommendations for approval within three days. It has already been delayed.

Encl – As above

24/26-02-2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Copy to:
No. PMU/VN/2023/ 1550 **Bhopal Dated:** 27/2/23

1. Engineer-In-Chief, MPDUC for information.
2. Team Leader, PMC, MPUDC, and Bhopal for information and necessary action.
3. M/s JM Ramani & Co. for information and necessary action & immediate compliance.

24/26-02-2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-26]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Letter No. PMU/VN/2023/ 3235 **Bhopal Dated:** 24/4/23

To,

M/S J M Ramani & Co.
406, Gokulam Arcade,
Sarthana, Jakatnaka
Surat (Gujrat)

Sub.:- **Regarding Slippage in progress of self committed targets of Physical & Financial progress for Amarkantak Sewerage Project.**

Ref.:- 1. LOA No. PMU/ENGG/2022/6945 Dated 08.08.2022 (Amarakantak)

As per above subject your overall physical progress is 9% & Financial progress is 4% while upto March 2023 the physical work should have been completed 42% & Financial progress should have been 42% which is totally lagging behind even with yourself committed target in above meetings.

You are instructed to expedite the work & make progress as committed by deploying more manpower & machinaries as required to complete the work in time otherwise action may be taken as per terms & conditions of the contract agreement.

24.04.2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Letter No.PMU/VN/2023/ 3236 **Bhopal, Dated:** 24/4/23

Copy to:

1. Engineer-In-Chief for information
2. Project Manager, Project Implementation Unit Ujjain for information.
3. T.L PMC (Lexus), for information & necessary action.

24.04.2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-27]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. 3270 PMU/VN/2023/ **Bhopal Dated:** 24/04/2023

To,

M/S Chandra Nirman Pvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Sub. : -Regarding clearance at Amarkantak site (Final Notice)

Ref: - 1. PM, PIU Letter no. 1365/MPDUCL/Shahdol/2022, Date: 05/09/2022
2. PM, PIU Letter no. 1421/MPDUCL/Shahdol/2022, Date: 30/09/2022
3. PM, PIU Letter no. 1814/MPDUCL/Shahdol/2023, Date: 02/20/2023
4. PM, PIU Letter no. 46/MPDUCL/Shahdol/2023, Date: 19/04/2023

With reference to subject cited above you were requested to clear the Amarkantak site vide PM PIU shahdol letter no. References (1) (2) & (3) but you have not taken any action & till date site is not cleared.

Your contract was terminated on dated 29.04.2022 but till date you have not taken any action for clearing the site. A final notice has been issued by PM PIU Shahdol for site clearance immediately by letter no. Ref (4) mentioning that your electricity poles will be removed by 22.04.2023 by PIU and you will be solely responsible for any loss, damages or theft thereafter. The expenditure for clearing the site will be recovered from you. An immediate action in this matter is requested.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. 3271 PMU/VN/2023/ **Bhopal Dated:** 24/04/2023

Copy to:-

1. Dy. Project Director (T), MPUDCL, for information.
2. Project Manager, PIU, Shahdol for information and necessary action
3. Team Leader, PMC, M/s Lexus Infratech LLP for information and necessary action.

Engineer-In-Chief
MPUDCL, Bhopal

[ANNEXURE-28]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5504 **Bhopal Dated:** 28/05/23

Minutes of Meeting (17.05.2023)

A Progress review meeting of Sewerage Projects under Vishesh Nidhi was held on 17.05.2023 at 4:30 PM under the Chairmanship of Managing Director, MPUDC Cum Commissioner, UADD.

The List of attendees is enclosed at Annexure-1

1. **Mandleshwar Sewerage Project:-**

Engineer-In-Chief as well as DPD (T) appraised the progress of the work in the Project & told that the contract was terminated on dated 19.01.2022 & at that time the overall progress was 21%. After that on the request of contractor, he was allowed up to Dec 2022 to continue the work with certain milestone to give progress about 7% per months & which was reviewed time to time at different levels but contractor had achieved overall progress 48% only till Dec 2022 against 100% i.e. @ 2.5% per month. He had again given the time further but so far he had achieved progress only 51% i.e. 3% in three months which is very poor & with this speed contractor can not complete the work & told that further time should not be given. It was also told that still over all drawing design documents not submitted.

Contractor replied that it is correct that he could not deploy sufficient manpower after Holi but before that manpower was deployed and again committed to complete the work upto 30th Oct 2023 by putting maximum deployment of manpower resources.

Managing Director had shown the resentment over the progress of work and instructed to give the revised work plan upto 19th May 2023 and submit all design drawings and documents upto 31st May 2023. It was also instructed to give min 5% Physical progress in 15 days & complete the work upto 30th Oct as per your committed time. It was also instructed to complete the entire KAYAKALP ABHIYAN Road sewerage network as well as HSC and their work upto 28th May 2023. It was also instructed that progress shall again be reviewed after 15 days and if required progress not given then no further time shall be allowed.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75140MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

2. **Nemawar Sewerage Project:-**

E-In-C & DPD (T) apprised the progress of the work & told that the initial schedule time of completion was 07.01.2020 but on the request of contractor the time extension given many times & last time upto 31.03.2023 & upto 31.03.2023 contractor had achieved only 50% progress against overall completion & in last 4 months no progress had been achieved. It was also told that first notice for blacklisting was given on dated 25.01.2022 when the progress was 40% & then in hearing he had committed to expedite the progress but in 2nd blacklisting letter on 29.01.2022 (after one year) contractor had achieved the overall progress 50% i.e. 10% in an year.

The contractor was asked for not achieving the progress as committed by him in previous meetings. Presently overall progress is only 50% which is totally lagging behind the committed target. Contractor was also asked for not executing the work at all front even through all fronts are clear and also not procured DI pipes & other equipments.

Contractor's representative replied that cost of DI pipes has increased so we are unable to purchase due to cost increase and requested for considering the recent market rates of DI pipes.

It was instructed to contractor to start the work at all fronts by increasing the labours minimum 100 and purchage DI pipes & other equipments soon and also to submit design/drawings QAP etc of Mechanical/Electrical equipments. It was also told to the contractor that the rates in VAC has been considered as per tender agreement clauses. It was also instructed to complete the work in totally upto 30.09.2023 and give progress minimum 5% within 15 days otherwise action for termination of contract will be initiated. It was also directed to submit work programme within two days. The progress will be reviewed after 15 days.

3. **Omkareshwar Sewerage Project :-**

DPD(T) told that time extension was given upto 30.06.2023 to complete the work but work of Nagarghat IPS is in initial stage, it is required to speed up. PM PIU Khargone told that mostly Mechanical, Electrical equipments of STPs had procured at site & only blower is remaining. Execution work at all fronts are in progress.

The contractor was instructed to increase the labours & speed up all works & to complete the work upto July 2023. It was told by project Manager PIU that 4 old

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STPs have been handed over by Nagar Palika to contractor & now it is required to prepare improvement plan of these STPs, if required to add in the project. The contractor was instructed to achieve minimum 10% progress within one month & submit the work programme accordingly. The Progress will be reviewed after 15 days.

4. **Chitrakoot Sewerage Project :-**

DPD (T) told that work progress is slight slow and it is required to increase the progress. The contractor was instructed to deploy more labours, machineries and start the work at all fronts and achieve minimum 3% progress per month positively and also complete the work if Kayakalp roads immediately. The contractor has committed to achieve this progress and will start the works at all fronts. The progress will be reviewed after 15 days.

5. **Dindori Sewerage Project:-**

DPD (T) told that the stipulated date of completion of this project is September 2023 but till date the progress is only 17%. E-In-C told that a case has been filed in NGT regarding the pollution in Narmada River due to untreated sewage coming in Narmada river from town, hence it is necessary to achieve more progress & complete the work in time. Contractor was asked regarding slow progress of work. Contractor replied that the work has started on IPS-1, IPS-2, Network & STP & maximum progress will be achieved upto next month.

It was instructed to contractor to start the work at all fronts and increase the progress by deploying more manpower & machineries and should achieve minimum 5% progress within 15 days accordingly work programme should be submitted. The progress will be reviewed after 15 days.

The contractor has committed for deploying more manpower & machineries and 5% progress will be achieved as instructed within 15 days. It was also instructed to complete the entire KAYAKALP road within 7 days.

6. **Amarkantak Sewerage Project:-**

DPD (T) told that the progress of work is very slow, only 11% in 9 months, date of completion of work is 16.08.2023, then how it is possible to complete the work in time.

PM, PIU shahdol told that procurement order for Electrical & Mechanical equipments has been placed but it requires to make progress in HSC by increasing the manpower.

Contractor committed that work will be completed within 3 months he will increase the manpower & machineries to achieve the progress.

Contractor was instructed for deploying more manpower & machineries and achieve minimum 5% progress within 15 days and submit the work programme accordingly. The progress will be reviewed after 15 days.

7. Nasrullaganj Sewerage Project

DPD (T) had asserted that the date of the agreement was 04.09.2018 and scheduled date of completion was 03.09.2020 and till this time MPUDC had given four time extension i.e. upto 31.08.2023 and so far only 58% of the physical progress was achieved against 95% to be achieved till 30.04.2023 as per revised work program.

DPD (T) brief the progress of project, that out of 33 kayakalp road, 4 Nos of "kayakalp road" in ward no. 3, 7, 9, 10 is balance. Managing Director instructed to contractor to complete the remaining 4 kayakalp road in next 5 days & balance within a month.

Managing Director instructed to achieve min 5 % of progress in next 15 days and same will be reviewed after 15 days. It was told that as per self committed plan of contractor project completion date is 31-8-23, Managing Director has instructed to complete the overall project work up to date31-8-2023. Mr Anuj Balan assured to complete the project work upto dated 31-8-2023. PM, PIU (in charge) Bhopal told that about 76 labours is deployed presently, but it is not sufficient to achieve the target. Managing Director instructed to contractor to ensure that 200 Nos of labour up to dated 22-05-2023 & expedite the work.

8. Maheshwar Sewerage Project

DPD (T) had asserted that the date of the agreement was 01.10.2018 and scheduled date of completion was 30.09.2020 and till this time four-time extension i.e.up to 30.06.2023 had been given and so far only 47% of the physical progress was achieved against 87% to be achieved till 30.04.2023 as per revised program.

DPD (T) has briefed the progress of the project that mainly STP work is very poor and presently 09 nos. of labour is deployed at STP site out of total 44 nos. labour are deployed at overall project site. There is 4 Kayakalp road, where HSC work is balance, in ward no. 5 Jaystambh to Kalidas road maximum 150 HSC is balance. Managing Director instructed to contractor to complete the balance work in next 5 days. PM, PIU told that the issue related to Jaystambh to Kalidas road, he has contacted to Nagarpallika President and CMO, and this work will be completed within 1.5 to 2 month. Managing Director has instructed that all remaining roads should be completed within 5 days. He also instructed to contractor to deploy minimum 50 labour from Saturdayi.e. from 20-05-2023 on STP. As per 5th time limit

extension the date of completion is 30-06-2023, But contractor has told to complete the work upto 30th September 2023. Managing Director has instructed to contractor to complete the work anyhow upto 15 August 2023 even working in night shift work at STP site. Managing Director has instructed to submit therevisedwork program up to date 19-05-2023. Managing Directoralso instructed to contractor to achieve min 5 % progress of STP work within 15 days, and after 15 days progress will be reviewed. Engineer in chief stated that Maheshwar town is pilgrim centre and of historical importance hence contractor should expedite the work and complete the project upto 15th August 2023.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/5505

Bhopal Dated: ..28/06/23

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Rewa
8. Project Manager, Project Implementation Unit, Shahdol.
9. Team Leader, PMC, Lexus/ STC
10. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
11. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
12. M/s Engineering & Professional Co. Pvt. Ltd.
13. M/s Annu Infra construct Pvt. Ltd.
14. M.s J.M Ramani Co & Pvt. Ltd.
15. M/s Janak N Pancahal & Joy Builders Co. Pvt. Ltd. (Virtually)
16. M/s J.M Vaghasiya Pvt. Ltd
17. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

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Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Annexure- 1

Contract Review meeting held on 17.05.2023

List of Participants:

1. Mr. Deepak Ratnawat, Engineer-In-Chief, MPUDCL, Bhopal
2. Mr. P.C. Jain, Dy. Project Director(T), MPUDCL, Bhopal
3. Mr. A.K Nanda, PM, PIU Jabalpur (Virtually)
4. Mr. Rahil Gupta, DPM, PM, PIU Bhopal (Virtually)
5. Mr. Rajendra Solanki, PM, PIU Khargone (Virtually)
6. Mr. Santosh Shrivastav, PM, PIU, Ujjain (Virtually)
7. Mr. Amar Khare, PM, PIU, Rewa (Virtually)
8. Mr. Pawan Jain, PM, PIU, Shahdol (Virtually)
9. Mr. Ganesh Chandra Agrawal, T.L PMC, Lexus
10. Mr. Mahendra Raghwanshi, ACM, PMC Lexus
11. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
12. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
13. Mr. Rajesh Jain, from M/s Engineering & Professional Co. Pvt. Ltd. (Virtually)
14. Mr. Rajan Sharma fromM/s Annu Infra construct Pvt. Ltd. (Virtually)
15. Mr. J.M Ramani from M/s J.M Ramani Co. & Pvt. Ltd. (Virtually)
16. Mr. Karan Patel from M/s Janak N Panchal & Joy Builders Co. Pvt. Ltd. (Virtually)
17. Mr. J.M Vaghasiya from M/s J.M Vaghasiya Pvt. Ltd. (Virtually)
18. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project (Virtually)

[ANNEXURE-29]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

(C)

No. PMU/VN/2023/ 6379 Bhopal Dated: 25/07/2023

Minutes of Meeting (08.07.2023)

A review meeting was held on dated 08.07.2023 to review the progress for the Sewerage Projects of the towns which are on the bank of Narmada River under the chairmanship of Managing Director, MPUDCL Bhopal.

1. **Budhni Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) was told that proper treatment plan for ward no. 5 & 15 is still not submitted balance connections also to be done by the contractor. It was also told that contractor shall have to deploy appropriate staff for as per agreement to run the sewerage network as well as plant.
   Contractor replied that he will submit the desired treatment plan for ward no. 5 & 15 within 3-4 days and do connection as per norms.
   Managing Director directed to contractor to complete the all works within one month positively. So that O &M work in totality can be started.

2. **Mandleshwar Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) had expressed the displeasure on the project's very slow progress, the current physical progress of project is 52.64%, on termination date i.e. 19th Jan 2022 the project progress was 21% and upto last review meeting on 17.05.2023 the progress was 51% only i.e. 1.64% progress achieved from 17.05.2023. Manpower deployment was also very less on site i.e. 15 against the minimum requirement of 100 manpower.

   Contractor replied that he has achieved 5% in last 15 days, T.L PMC was told that we have already visited the site on 24.06.2023, no progress was observed.

   MD sir instructed to contractor to expedite the progress of work & achieve the committed progress within 7 days, otherwise order of termination of contract which is already issued will be implemented.

3. **Omkareshwar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that work on all fronts are in progress but more manpower is required to complete the work. It is not possible to complete the work upto 31.07.2023 with present deployment of manpower & peak of work.
   Contractor was replied that the work on all fronts are in progress, all electrical & mechanical equipments have been procured, installation work is in progress and all works will be completed within 2 months.

   It was instructed to contractor to increase manpower & complete the work soon, because it is already committed by contractor to complete work upto 31st July

4. **Nemawar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that the work progress is extremely very slow, only 15 Manpower has deployed on site, work is in progress only on STP site not on all fronts. T.L, PMC & PM. PIU was told that no work on IPS-2 in running since last 6 months & on IPS-1 only PCC work was done, in MPS 1st raft casted and Work in Kayakalp roads was

(C)

also balance. Contractor told that they have started the procurement DI pipe of 2km. length, and assured to complete the work by deploying more manpower, material & machineries by Dec 2023.

Managing Director instructed MPUDC contractor to expedite the progress of work & deployed minimum 100 manpower to achieve progress It was also instructed to issue the last notice as per norms and give time for 7 days to expedite the work & see progress otherwise terminate the contract.

5. **Dindori Sewerage Project :- (Vishesh Nidhi)**

E-in-C was asked to PM, PIU Jabalpur regarding progress of work. PM told that progress is very slow only 34 manpower deployed against requirement of minimum 100. DPD (T) told that Hydro testing is totally balance, Road Restoration is also not completed, & overall work progress is only 22% so work can not be completed upto 30.09.2023 (Stipulated date of completion).

Contractor replied that work is in progress on all fronts & contractor assured to increase manpower & achieve the progress and complate in time.

It was instructed to contractor to expedite the progress of work & increase progress by deploying more manpower, machineries, and material mobilization.

6. **Amarkantak Sewerage Project :- (Vishesh Nidhi)**

E-in-C & DPD (T) was told that the work progress is very slow & about two months are remaining in scheduled date of completion (16.08.2023). It was also told that in order to complete the work contractor shall have to deploy min 100 manpower, to arrange all electrical, mechanical, instrumentation & electrical material and to finalize the layout & submit for approval of electrical line.
It was instructed to contractor to increase the manpower minimum 100 & machineries and increase progress, also submit component wise micro planning for completion of work in all respect within three days.

7. **Nasrullaganj (Bhairunda) Sewerage project (WB Project)**

a. Detailed information about the progress of the project works was given by DPD (T). He informed that the physical progress of works is 63.5%and financial58% achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 21.5% and The Deputy Project Director (Technical) was given detailed components wise progress of the project works.

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra.Project Manager PIU brought to know the reasons for the lack of progress, Project Manager PIU stated that the progress continued to fall due to non-deployment of sufficient labour, i.e.,73 against required 250, Material and machinery as required by the contractor and the pace of work of HSC is very slow. The work of Kaya-Kalp Road is also pending

c. Managing Director MPUDC instructed the contractor and PM PIU to complete all the remaining works on Kayakalp Road within seven days and increase the manpower and all other resources for hydro testing and HSC work, and STP and IPS work and to the complete all the physical work up to 31st August 2023 as committed to WB and also directed to E-in C to givenotice to contractor as performs and agreement for increasing the man power and other resources and if

they do not give proper progress then necessary action as per agreement should be taken.

8. Maheshwar Sewerage project(WB Project)

a. Detailed information about the progress of the project works was brief by DPD(T). He informed that the physical progress of works is 47% and financial 21% is achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 28% and The Deputy Project Director (Technical) explained in detail about the component wise progress of the project and informed that the progress of the project is not at all satisfactory.DPD(T) also inform to MD that contractor not provided require manpower and not given committed progress, only 15 labors deployed at site while requirement is about 200. With this speed and man power deployment it shall be difficult to complete the work even up to demanded time 31.03.2024 which shall not possible because closure of WB project is up to 31st Dec. 2023

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra. and MD, instructed to PIU sought to reasons for the lack of progress. Project Manager PIU informed that the progress not achieved due to non-deployment of sufficient labour, Material and machinery as required by the contractor.

c. PM PIU informed to MD MPUDC that the contractor has not deployed sufficient manpower at the site. The contractor has deployed only 15 manpower against required about 200. The work of Kaya-Kalp Road is also pending.

d. Managing Director MPUDC instructed to E-in -C to issued final notice to the contractor for termination of contract as per agreement and if contractor not achieve the progress, then take action of termination as per agreement. It was also instructed to contractors as wellas PIU to complete all the remaining works of Kaya-kalp Road within seven days.

9. Bhedaghat Sewerage project (WB Project)

a. Detailed information about the progress of the project works was given by DPD(T). He informed that the physical progress of works is 95 % and financial 88 %. DPD (T) also inform that still few HSC work SCADA, electrical work to be done. It was also told that contractor shall have to give the sludge disposal plan &reuse plan and also to set up the grievance redressalmechanism as per agreement. Theelectrical work is to be doneand drawing design to be submit for some left out area by the contractor, because as per agreement contractor is required to cover 100% municipal area.

b. The Managing Director of MPUDC asked PM PIU about the project status , to which PM PIU informed that only 20 laborers were engaged by the contractor whereas they required 100 laborers to complete in time. HSC work is also going on at a slow pace, as against 1084 connections, only 897 connections have been made. The all-electrical and SCADAworkis also Pending. The work Kaya Kalp roads has been completed.

c. Contractor raised the issueregarding approval of QAP for transformer and payment of retaining wall, then DPD (T) asked TL PMC-II about the issues and asked what is the status. TL informed, QAP approval has been withhold due to non-submission of VETTED design of transformer by the contractor and the

retaining wall was also returned to the contractor for resubmission by comparing it with previous site because as per agreement it is a part of a work.

d. Managing Director MPUDC instructed to the contractor and PIU to submit the all-related document within two days and increase the manpower for the remaining works and complete the project by July 31st 2023. It was also directed to submit the compliances of all left out area in order to cover 100% area of municipal council immediately.

10. Package 2F (Anjad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.
- The Chair shows his extreme displeasure towards the delay in hydro testing of laid pipelines and constructed manholes by the Contractor. It was instructed to the Contractor's representative to carry out hydro testing of the laid pipe and constructed manhole by deploying required manpower and machinery on top priority.
- It was informed by the Contractor that the trial run of Anjad Sewerage Schemewill commenceby31.07.2023. In this regard, it was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Anjad Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The Contractor was also instructed for the submission of variation regarding saving immediately.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 30.09.2023.

11. Package 2G (Barwaha):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed the Contractor to deploy more nos. of manpower, materials, and machinery on all the available fronts simultaneously.
- It was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Barwaha Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme. It was informed by the Chief Engineer, MPUDC, Bhopal that despite a letter from the MD, MPUDC, Bhopal the CMO, Nagar Parishad, Barwaha is failed to pay the remaining due to the MPPKVVCL and due to the same MPPKVVCL is not providing the new connections at IPS, MPS & STP. The above matter was discussed at length and finally, it was decided that the MPUDC will pay the remaining due of Nagar Parishad, Barwaha to MPPKVVCL as a loan to Nagar Parishad, Barwaha after the approval of the proposal by MD, MPUDC, Bhopal so that the work will not be suffered due to the above reason.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.12.2023.

12. Package 2H (Sanawad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, instructed to the Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC HDPE pipes, Manhole Frame and Cover, etc. at the site.
- It was informed by the Contractor's representative that they will complete the work up to GL at all the components of STP at the end of July-2023.
- It was also instructed to the Contractor's representative that looking to the deadline of Phase-I load period maximum work under the above package to be completed by December-2023 so that the same can be claimed under Phase-I.
- It was instructed to the Contractor's representative for the submission of remaining designs & drawings as well as delay analysis as of now so that the delay attributable to the Employer and the Contractor will be finalized.

13. Package 5G (Salkheda):

- In the review meeting contractor representative has committed tocommence the trial run before 31st July 2023
- It was instructed by Chief Engineer to contractor to ensure the trial run work should commence before given time.

14. Hoshangabad Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project, & told that the work Order for this project had been issued to contractor on dated 12.05.2023 to M/s Bhugan Infracon Ltd Ahemdabad. Contractor has mobilised the staff and procument started. Laying of pipe line on kayakalp road has been done of 138m length of network Managing Director had directed to contractor to expedite the work & complete kayakalp road within one month.

15. Narsinghpur Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. It was told Kayakalp Abhiyan construction of 3 No of manholes was still pending. The contractor (M/s Bhugan) has committed to complete all the works by 15th July 2023.
M/s Bhugan has committed to complete all the Design-Build (DB) phase works by Dec 2023.

16. Mandla Sewerage Project (KfW):-

The DPD (T) briefed the chair about current status of project. It was told by DPDT that in order to complete the work in time contractor shall have to deploy min 500 manpower while still deployed 135 and to submit balance drawing, design & document within 15 days. In Kayakalp Abhiyan it was also told that 100m sewage network was still pending which need to be expedited. The Hydrotesting for RCC pipes not done so far by the contractor which need to expedite Manpower for House connection works needs to be increased and property surveys have to be done in parallel. Managing Director had instructed to contractor to increase the manpower & submit the balance drawing and design within 15 days & complete the work in time.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/ Bhopal Dated: .....

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Shahdol.
8. Team Leader, PMC, World Bank/kfw/Vishesh Nidhi/ADB/ADB (AF) for information and to attend
9. M/s Engineering & Professional Co. Pvt. Ltd.
10. M/s Annu Infra construct Pvt. Ltd.
11. M.s J.M Ramani Co & Pvt. Ltd.
12. M/s J.M Vaghasiya Pvt. Ltd
13. P. Das Infrastructure Pvt. Ltd., Yogi Construction Co. JV. for information and compliance.
14. Abegoa Agua SA in JV with m/s Bhugan Infra for information and compliance.
15. M/s Darshil Buidcon
16. M/s Bhugan Infracon Ltd. Ahemdabad
17. M/s Jai Varudi Infracon Pvt. Ltd Ahemadabad.
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

STATEMENT SHOWING RECOVERIES FROM M/S.CHANDRA NIRMAN PVT. LTD for Amarkantak Sewerage Project

Annexure-A

(AS PER CONTRACT DATA CLAUSE 28 - PENALTY)

S.No	NAME OF SEWERAGE PROJECT/OLB	ORIGINAL TENDER AMOUNTS		BALANCE WORK CONTRACT AMOUNTS		Clause no. 28(a)- Forefeiture of Security Deposit amount as per clause 58 of GCC	Clause no. 28(b)- 10% amount of the value of work not completed as estimated by the owner	Clause no. 28(c)- Liquidated damages amount imposed as per clause 15 or performance security including additional performance security if any as per clause 29 of GCC, whichever is higher Annexure-F compensation of delay		Maximum amount of Col 9	Recovery amount as per final bill (Proposed)	Total Amount to be recover (col. 7+8+10+11)	Physical/ Financial progress at the time of termination (%)	Termination Date
		BID AMOUNT	LOA AMOUNT	BID AMOUNT	LOA AMOUNT									
1	2	3	4	5	6	7	8	9		10	11	12	13	14
1	AMARKANTAK													
	DESIGN & BUILD	8,67,00,000	9,45,00,000	5,68,27,000	9,25,42,150	2064184	29864478	col (4) x 10% =	9450000	9450000	9460748	48775226	67/50	29.04.2022
	OPERATION & MAINT		8,63,16,909		8,63,30,284			Performance SD =	4725000					
	TOTAL		18,08,16,909		17,88,72,734									

A- Total Amount to be recover Rs. 48775226

B- Total Amount with MPUDC Rs. 6935408 (Annexure-B)

C- Net Amount to be recover Rs. 41839818

ANNEXURE-30

Annexure -B

Statement Showing the details of amount Payable To the contractor Chandra Nirman Pvt. Ltd. for Amarkantak Sewerage Project					
S.No	**Name of Sewerage Project**	**Amount with MPUDC**			
		Performance S.D	**Security Deposite**	**Withheld Amount**	**Total**
1	**2**	**3**	**4**	**5**	**6**
1	Amarkantak	4725000	2064184	146224	6935408

Penalty as per GCC Clause 28 (b) of Agreement

(A) Amarkantak

1. Amount put to tender	-	Rs. 86700000
2. LOA Amount DBO	-	Rs. 180816909
3. Total amount of work done upto 13th RA Bill	-	Rs. 40955263
4. Amount of 14th & Final bill	-	Rs. (-) 9460748
5. Net Amount of work done	-	Rs. 31494515
6. Net amount of work not done by contractor as per agreement (2)- (5)	-	Rs. 149322394
7. Penalty as per GCC Clause 28(b) @ 20% of the value of work not Done by contractor i.e. (149322394x0.20)	-	Rs. 29864478

[ANNEXURE-31]

Construction of Sewerage Project at Amarkantak

For construction of sewerage Project at Amarkantak, MPUDC had called tender & allotted to M/s CNPL, Raipur on dated 27.12.2017 and agreement was executed on 08.01.2018. Twenty four months (i.e. upto 07.01.2020) time was given to complete the work. Due to very slow progess of work inspite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress. Therefore the contract was terminated on dated 29.04.2022. New Tendering process was again initiated and work was allotted to M/s J.M Ramani & Co. Surat on dated 08.08.2022 and agreement was executed on 17.08.2022. Time has given of 12 months (i.e. upto 16.08.2023) to complete the work.

Following are the status of progress the work at the time of termination of contract and present upto date progress of work.

S.No	Components	Total Qty	Progress on Termination Date	Upto Date Progress
1	Sewerage Network	16.10 Km	9.36 Km	15.10 Km
2	House Service connections	1818 nos	196 Nos	760 Nos
3	Road Restoration	15.10 Km	9.36 Km	15.10 Km
4	STP (3.84 MLD)	1 Job	50% (Civil work)	82% (Civil work)
5	IPS-1	1 Job	95% Civil work	95% (Civil work)
Overall all Physical Progress			67%	83%
Overall all Financial Progress			50%	74%

Reason for delay in completion of work is mainly due to very slow progress of original contractor which was terminated on 29.04.2022 and also slow progress of new contractor due to delay in coordination with old contractor regarding designs drawings & site clearance and also due to continuous rain in most of days (about 84 days) in last rainy season after signing the contract agreement on dated 17.08.2022. Expected time to complete this project is 31.01.2024.

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

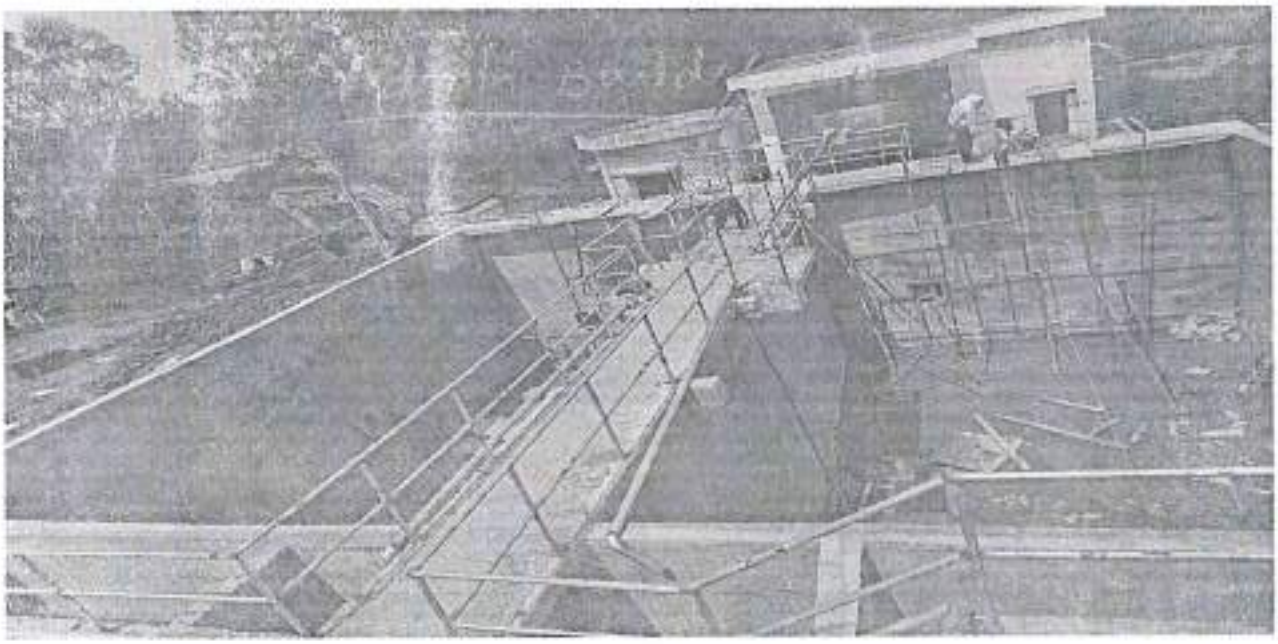
Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

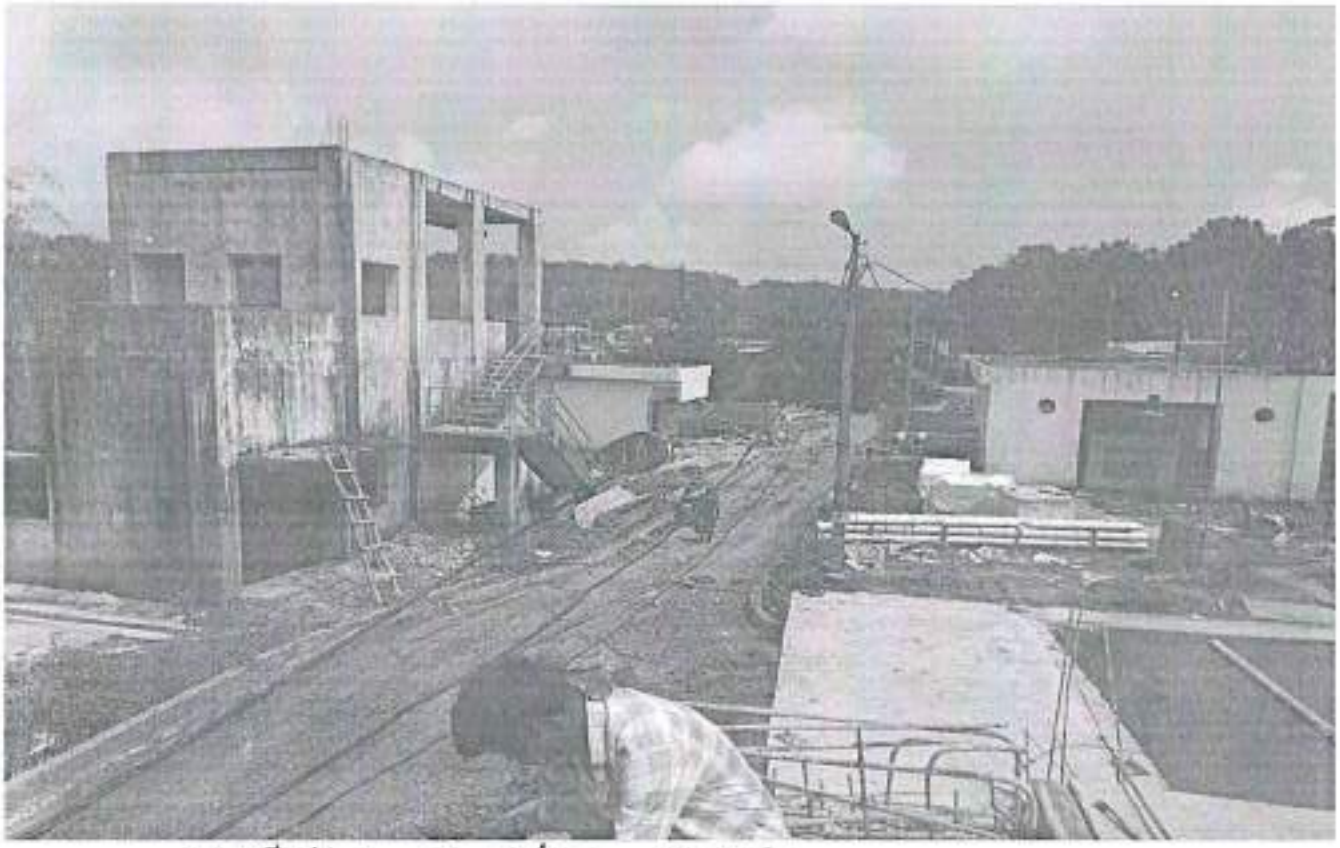
[ANNEXURE-32]



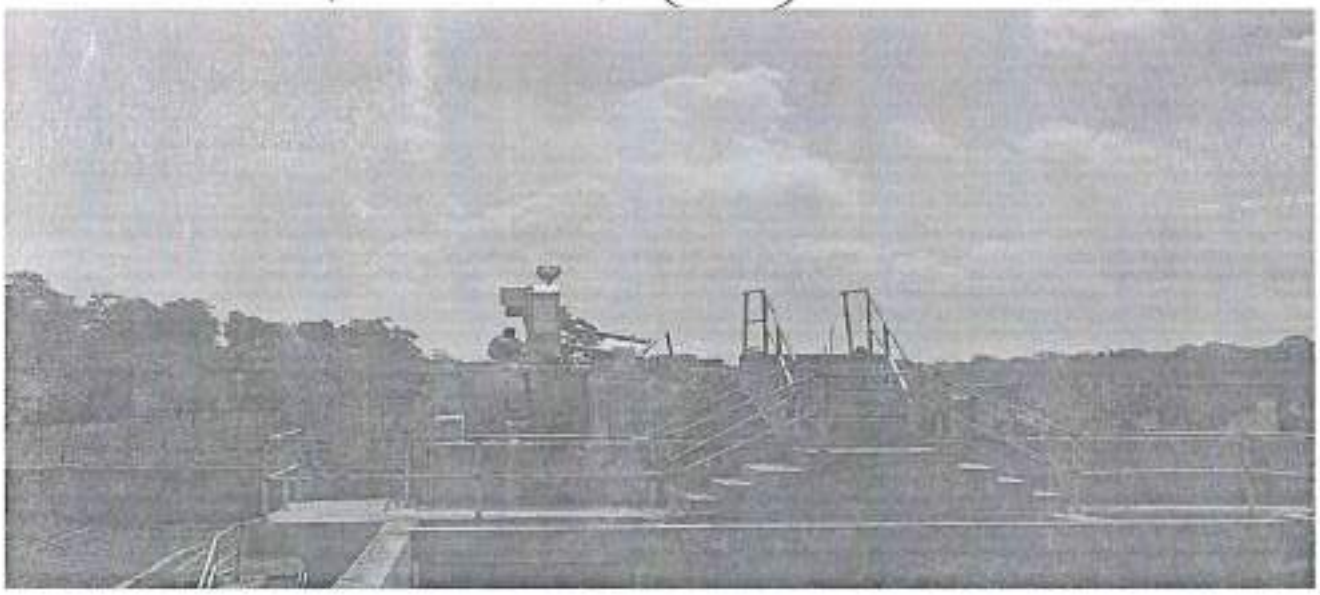
Effluent Sump



STP



Centrifuge Building (STP)

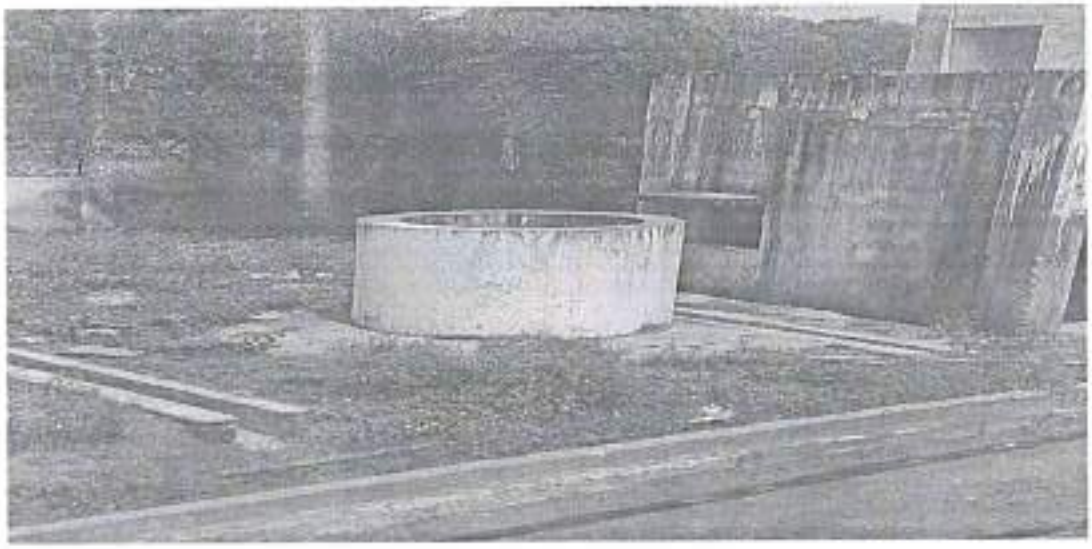


STP (PTW)

Amarkantak Sewerage Project



Admin Building



Sludge Sump

Annexure R-3(Colly.)

Dindori Sewerage Project at Dindori

Sr. no	Date	Details of actions taken for the work
1	2	3
1	30.12.2017 A-1	The work of Dindori Sewerage Project was awarded to M/s Chandra Nirman Pvt. Ltd. Raipur, vide LOA No. PMU/ENGG/2017/2874 Bhopal dated 30.12.2017. Time allowed for complete the work is Twenty four months from the date of signing the contract agreement. [Annexure-1]
2	08.01.2018 A-2	Contract agreement was signed on 08.01.2018. Hence time allowed to complete the work upto 07.01.2020 [Annexure-2]
3	10.04.2018	Letter was written to contractor about not starting the work and also about the penalties as per agreement vide PM, PIU Jabalpur letter no. 159/MPUDCL/2018, Jabalpur dated 10.04.2018 [Annexure-3]
4	10.04.2018	Letter was written to contractor about not submission of survey, design, drawings etc vide letter no. PMU/WB/2018/1543, Bhopal Dated 10.04.2018 [Annexure-4]
5	16.05.2018	Letter was written to contractor about not submission of survey, design drawings equipment of labs etc vide letter no. 250/MPUDCL/2018 dated 16.05.2018 by PM, PIU Jabalpur [Annexure-5]
6	13.02.2019	Letter was written to contractor regarding very slow progress of work vide letter no. MPUDC/PMU/VN/2019/1216 Bhopal dated 13.02.2019 [Annexure-6]
7	13.03.2019	Notice for Blacklisting and debarring form participating in the bid due to slow progress vide letter no. MPUDC/PMU/VN/2019/1881, Bhopal dated 13.03.2019 [Annexure-7]
8	13.05.2019	Instructions given to contractor regarding slow progress of work by PM, PIU Jabalpur vide letter no. 169/MPUDCL/2019 dated 13.06.2019 [Annexure-8]
9	14.02.2020	Instruction given to contractor regarding very slow progress of work vide letter no. PMU/VN/2020/1281, Bhopal dated 14.02.2020 [Annexure-9]
10	12.05.2020	Time extension granted for 14th month to complete the project in the interest of completion the project and considering time lost due to covid-19 pandemic vide letter no. MPUDC/PMU/VN/2020/2844, Bhopal Dated 18.05.2020 [Annexure-10]
11	01.06.2020	Letter written to contractor regarding not submission of design, drawing and also warning about liquidity damages as per agreement vide letter no. PMU/VN/2020/3202, Bhopal dated 01.06.2020 [Annexure-11]

Dindori Sewerage Project at Dindori

Sr. no	Date	Details of actions taken for the work
12	25.07.2020	Notice under clause 27 of GCC is given to contractor regarding not achieving the milestone as per contract agreement & breach of contract vide letter no. PMU/VN/2020/4817 Bhopal dated 25.07.2020 [Annexure-12]
13	13.01.2021	In review meeting held on 06.01.2021, it was instructed to contractor for increasing the manpower, machineries submission of remaining designs, drawings and increase progress of work vide letter no. PMU/WB/2021/405 Bhopal dated 13.01.2021[Annexure-13]
14	25.01.2021	PM, PIU Jabalpur written a letter to contractor regarding very slow progress & for improving the progress vide letter no. 089/MPUDCL/2021 dated 25.01.2021 [Annexure-14]
15	08.02.2021	Letter written to contractor to increase the resources for the completion of project and warning of action against firm vide letter no. PMU/WB/2021/1190, Bhopal dated 08.02.2021[Annexure-15]
16	15.03.2021	Inform to contractor regarding extreme slow progress and action may be taken as per agreement clauses vide PM, PIU Jabalpur letter no. 246/MPUDC/2021 dated 15.03.2021 [Annexure-16]
17	20.05.2021 A-3 Colly	Time extension was granted on request of contractor upto 31.12.2021 Keeping the rights reserve for imposing delay damages due to higher importance to complete the project for stoping flow of raw sewage in to the holy river Narmada vide letter no. PMU/VN/2021/4320 dated 20.05.2021 [Annexure-17]
18	15.07.2021	In review meeting held on dated 29.06.2021, it was instructed to contractor to expedite the work, increase progress vide letter no. MPUDC/PMU/6217, Bhopal Dated 15.07.2021 [Annexure-18]
19	10.08.2021	Notice for termination of contract was issued vide letter no. 7112/MPUDC/PMU, Bhopal dated 10.08.2021 [Annexure-19]
20	31.12.2021	Review meeting held on dated 31.12.2021, it was instructed to contractor to boost up progress otherwise action will be taken as per contract agreement [Annexure-20]
21	19.01.2021 A-4	Contract was terminated vide letter no. PMU/VN/2021/506, Bhopal dated 19.01.2022 [Annexure-21]
22	28.02.2022	Notice Inviting Tender was float for balance work of Dindori Sewerage Project on dated 28.02.2022 vide NIT no. MPUDC/ENGG/2022/1913 dated 28.02.2022 [Annexure-22]

Dindori Sewerage Project at Dindori

Sr. no	Date	Details of actions taken for the work
23	01.04.2022	The firm M/s Chandra Niramn Pvt. Ltd. Raipur (Contractor of Dindori Sewerage Project) was Black listed vide letter no. PMU/ENGG/2022/2906, Bhopal Dated 01.04.2022 [Annexure-23]
24	31.05.2022	The work of Dindori Sewerage Project was awarded to M/s J.M Ramani & Co. Surat vide LOA No. PMU/ENGG/2022/4743 allowed for 15 month to complete the project from the date of agreement [Annexure-24]
25	24.06.2022	Contract agreement signed on 24.06.2022 and time given for 15 month i.e. upto 23.09.2023 to complete this project [Annexure-25]
26	07.10.2022	A letter was written to PM, PIU Jabalpur & copy to contractor regarding expedite the work because contractor has not done any appreciable work vide letter no. PMU/VN/2022/8568, Bhopal Dated 07.10.2022 [Annexure-26]
27	27.02.2023	Inspection note of Dy. Project Director (T) MPUDC regarding instructions to contractor for increasing the progress & submission of remaining designs, drawings to complete the project in time vide letter no. PMU/VN/2023/552, Bhopal dated 27.02.2023 [Annexure-27]
28	24.04.2023	A letter written to contractor for achieving the targeted progress otherwise action may be taken as per terms & conditions of the contract agreement vide letter no. PMU/VN/2023/3239 Bhopal dated 24.04.2023 [Annexure-28]
29	17.05.2023	Review meeting held on 17.05.2023, it was instructed to contractor by Managing Director, MPUDCL for starting the work on all fronts by deploying the more manpower, machineries for achieving more progress & complete the work in time limit. Letter issued vide no. PMU/VN/2023/ 5504 dated 28.06.2023 [Annexure-29]
30	08.07.2023	Review meeting held on 08.07.2023, it was instructed to increase manpower, machineries and complete the work upto 30.09.2023 Letter issued vide no. PMU/VN/2023/6379 Bhopal dated 25.07.2023 [Annexure-30]
31		Security deposit of Rs. 1385434.00 and performance S.D of Rs. 17116000.00 have already been forfeited against penalty from old contractor M/s Chandra Nirman Pvt. Ltd. Amount of Rs. 60716175.00 is proposed to be recover from this contractor against penalties as per contract agreement clauses 24, 28 of G.CC and 28 (a), (b) & C of contract Data which is under process. [Annexure-31]
32		Present Status of work [Annexure-32]
33		Recent Photographs of the works [Annexure-33]

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

[ANNEXURE - 1]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75120MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No.PMU/ENGG/2017/ 2874 Bhopal, dated 30/12/2017

To:
M/s Chandra Nirman Pvt. Ltd.
Villa No.C-22/23, Maruti Lifestyle,
Opp. R K Mall,Kota Road,
Raipur – 492001(Chhattisgarh)

Attention: Mr. SaurabhAgrawal

Subject: Letter of Acceptance of contract for MPUDCL Tender No. 55 – Sewerage Project of Dindori in Dindori District in Madhya Pradesh.

Reference: Your bid dated 21-12-2017 for the MPUDCL Tender No. 55.

Dear Sir,

We are pleased to notify you that your bid dated 21-12-2017 for the execution of MPUDCL Tender No. 55 – Sewerage Project of Dindori in Dindori District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs.22,05,00,000/-(Rupees Twenty Two Crore Five Lakh only), Operation and Maintenance Cost (B) of Rs. 5,53,42,728/- (Rupees Five Crore Fifty Three Lakh Forty Two Thousand Seven Hundred Twenty Eight Only), Power Consumption Cost(C) of Rs. 3,94,93,064/- (Three Crore Ninty Four Lakh Ninty Three Thousand Sixty Four Only)Thus, Total Cost (A+B+C) for the bid is Rs. 31,53,35,792/- (Rupees Thirty One Crore Fifty Three Lakh Thirty Five Thousand Seven Hundred Ninety Two only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of Rs. 1,10,25,000/- (Rupees One Crore Ten Lakh Twenty Five Thousand Only) being 5% of the capital cost of the project, valid up to Three (03) month beyond the completion of Design Build Component.
2. Additional performance security of Rs. 60,91,000/- (Rupees Sixty Lakh Ninety One Thousand Only) in accordance with clause no. 22 of Bid Data Sheet.

Please note that

(i) the time allowed for carrying out the work as entered in the bid is Twenty Four months- including rainy season,which shall be reckoned from the date of signing the Contract Agreement and

(ii) the performance security/ performance guarantee of Rs. 47,42,000/-(Rupees Forty Seven Lakh Forty Two Thousand Only) only being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.

(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guaranteeof any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)

(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separateletter for commencement of work is required.

Re 4922
30/12/17
Engineer-in-Chief
MPUDC

"B", Arera Hills, Bhopal -462011 : +91-755-2769560, 61, 62 Fax : +91-755-2763668 Email: mpudc@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Paika Bhawan, Shivaji Nagar, Bhopal, MP 462011

Engineer-in-Chief
MPUDC, Bhopal
Govt of M.P.

CHANDRA NIRMAN PVT. LTD. RAIPUR (C.G.)

Endt. No. PMU/ENGG/2017/ 2875 Bhopal, dated 30/12/2017

Copy to:-

1. Managing Director, MPUDCL&Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal.
2. Financial Controller, MPUDC, Bhopal
3. Consultant Finance and Accounts, MPUDC, Bhopal
4. Team Leader, PMC, (WAPCOS)

Engineer-in-Chief
MPUDC

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

CHANDRA NIRMAN PVT. LTD.

[ANNEXURE - 2]

Registration and Stamp Department
Madhya Pradesh

Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101050801201600969 3
E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000
Municipality Duty (Rs.)	0
Stamp Duty (Rs.)	0
Upkar Amount (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
E-Stamp Date & Time	08/01/2018 16:09:12
E-Stamp Provider or Issuer Details	prakash lalchandani/SP0105417052015 00349
SRO/DRO/HO Details	SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR BHOPAL

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or the discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Deed Title	E-STAMP FOR AGREEMENT

First Party Details

Executor Name	ENGINEER CHIEF MPUDC BHOPAL
Address	ARERA HILLS BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Executor Name	CHANDRA NIRMAN PVT LTD
Address	VILLA N 22 MARUTI LIFE STYLE KOTA RAIPUR CG AND BHOPAL Madhya Pradesh INDIA
Number of Persons	1

PAPER FOR THE WORK OF SEWERAGE PROJECT AMARKANTAK

AGREEMENT

This agreement, made on the day of 8th January, 2018 between Madhya Pradesh Urban Development Company Limited, Palika Bhawan, Shivaji Nagar, Bhopal (M.P.) (hereinafter called the Employer) and M/s Chandra Nirman Private Limited, Villa No. C-22/23, Maruti Lifestyle, Opp. R.K Mall, Kota Road, Raipur (C.G.), hereinafter called "the Contractor" of the other part.

Executed by Prakash

08/01/18 09:18

Director

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

For and on behalf the Employer

Madhya Pradesh Urban Development Company Limited, Bhopal (M.P.)

For and on behalf the Contractor

M/s Chandra Nirman Private Limited, Raipur (C.G.)

In the presence of :

Name: Anoop Shrivastava
Signature
Address: MPUDCL, Bhopal

In the presence of :

Name: - Suresh Singh
Signature
Address: Vill - Kurkut post - Sunderpur Distt - Bihar

(R.K. [illegible])
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

CHANDRA NIRMAN PVT. LTD. RAIPUR (CG)

[ANNEXURE-3]

Madhya Pradesh Urban Development Company Limited

MPUDC Project Implementation Unit, Jabalpur

Letter No....159...../MPUDCL/2018 Jabalpur, Dated: 10/04/2018

To,

M/s Chandra Nirman pvt. Ltd.
Vill No. 22, Maruti Life Style
Opp. R.K. Mall, Kota Road
Raipur (C.G.) 492001

Subujject : Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad.

Ref: Work order no. (1) PMU/ENGG/2017/2826 Dated 27.12.2017.
(2) PMU/ENGG/2017/2874 Dated 30.12.2017.

Dear Sir,

MPUDCL has awarded the work for "Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad." The date of start of work was 09/01/2018. Despite 90 days passed away till today, the following details are still awaited from your side.

1. Work schedule.
2. Mobilisation of equipments.
3. Mobilisation status of manpower.
4. Topographical survey status.
5. Soil investigation.
6. Door to Door Survey status.
7. Design and Drawings.
8. Status of mobilisation of key equipments/Machines and establishment of quality control laboratory.

The most grave matter is that, neither you have shown scarnt regard in giving outputs after award of the work nor provided any official communication regarding status of the project till date, making the total awarded project work as standstill. This resulted huge loss to the government exchequer.

Similarly, taking into cognizance of above facts, department has invited for a review meeting on Date 07/04/2018. You have not reported to the scheduled meeting called by Engineer-in-Chief, MPUDCL at 11 AM on Dt 07/04/2018, despite this office Letter no. 398/MPUDCL/2018 Dt.-03/04/2018. This is to note that, presence of your Project Manager/Engineer was must in this meeting as detailed review of projects was done in this particular meeting. You have never bothered to attend the said meeting. No single communication is received from your end regarding absences in the meeting.

Taking into account all above aspects, this is to inform you that. Please refer agreement -

(1) **As per clause 13 of contract data of contract document** – i.e. 30 days signing the agreement the contractor should submit updated construction programme. If not complied the amount to be withheld or not submitting construction program in the prescribed period is 0.20% of the contract amount.

(2) **Clause 6 of contract data** - Technical persons to be provided by the contractor. As per Annexure I-3. If not complied. Penalty for technical persons not employed is Rs. 20,000/- per month.

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, Email – mpudcljbp@gmail.com

Madhya Pradesh Urban Development Company Limited
MPUDC
Project Implementation Unit, Jabalpur

(3) As per clause 17 of contract data - Time to establish Lab as per annexure Q.– Within 2 Months of signing of agreement. If not complied, Penalty for not establishing field Lab 0.20% of the contract amount till the establishment of field lab.

(4) Please refer Annexure "O" Details of milestones – The time allowed for the carrying out the work, as entered in the tender form shall be strictly observed by the contractor and shall be deemed to be essence of the contract and shall be reckoned immediately from the date of issue of the order to commence the work issued to the contractor.

The work shall throughout the stipulated period of contract be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, to complete the following financial target.

- 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed,
- 3/8th of the work before ½ of such time has elapsed.
- 3/4th of the work before ¾ of such time has elapsed.

(5) Please refer Annexure "P" Compensation for delay – According to the agreement condition, at the time of billing penalty 2.5% of the work be automatically in force, if within ¼ time ie 183 days progress of the work will be less than 1/8th of the total tender value.

In light of the above point (1 to 5) why action should not be taken against you as per the agreement conditions.

As such you are requested to submit reply in person, point wise with submission of all essential documents to this office, within 7 days from the date of issue of this letter.

(Project Manager)
MPUDCL
PIU, Jabalpur

Letter No. 159 /MPUDCL/2018 Jabalpur, Dated: 10/04/2018

Copy to: 1. Engineer in Chief, MPUDCL, Bhopal for your kind information please.
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Project Manager, PIU, Bhopal for your kind information please.
4. WAPCOS Ltd. Bhopal & Jabalpur for your kind information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4021421, Email – mpudcljbp@gmail.com

[ANNEXURE 4

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB-2018/1543 Bhopal Dated: 10/4/18

To,
M/s Chandra Nirman Pvt Ltd.
Villa No. C-22/23, Maruti Life Style,
Opp. R K Mall Kota Road,
Raipur, Chhattisgarh - 492001

Name of Work: "Survey Investigation, Design, Construction and Commissioning of waste water collection, treatment and disposal system for Sewerage Project of Dindorilin Dindori dist. and its operation and maintenance for a period of 10 years.

Subject: Submission of Work Plan, Survey, Design & Drawing of Network, STPs & IPS, labour registration, location of landfill site, Geotechnical Investigation, Door to Door Survey regarding.

Ref: 1. LOA No. PMU/ENGG/2017/2874, dated: 30.12.2017

This is in reference to the above mentioned subject. The work of "Survey Investigation, Design, Construction and Commissioning of waste water collection, treatment and disposal system for Sewerage Project of Dindori in Dindori dist. and its operation and maintenance for a period of 10 years" has been awarded to M/s Chandra Nirman Pvt Ltd.

The time period of more than three months has been passed after letter of Award. You have not submitted the following documents till date:

1. Detailed Work Plan
2. Topographical Survey
3. Geotechnical Investigation Report
4. Design & Drawing of Network, STPs & IPS
5. Door to Door Survey Report
6. Location of landfill site

You are directed to submit the above mentioned documents at the earliest and submit the daily progress report to MPUDC and PMC.

(M.K. Srivastava)
Dy. Projector Director (T)

Copy to:
1) The Engineer-In-Chief for Information please.
2) Team Leader, PMC, MPUDP, Bhopal for informationland necessary action.

Dy. Projector Director (T)

[ANNEXURE- 5]

Madhya Pradesh Urban Development Company Limited

MPUDC

Project Implementation Unit, Jabalpur

Letter No...252...../MPUDCL/2018 Jabalpur, Dated: 16/05/2018

To,

M/s Chandra Nirman pvt. Ltd.
Vill No. 22, Maruti Life Style
Opp. R.K. Mall, Kota Road
Raipur (C.G.) 492004

Subuject : Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad.

Ref: Work order no. (1) PMU/ENGG/2017/2826 Dated 27.12.2017.
(2) PMU/ENGG/2017/2874 Dated 30.12.2017.

Dear Sir,

MPUDCL has awarded the work for "Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad." The date of start of work was 09/01/2018. Despite 128 (One Hundred Twenty Eight Days) days passed away till today, the following details are still awaited from your side.

1. Work schedule.
2. Mobilisation of equipments.
3. Mobilisation status of manpower.
4. Topographical survey status.
5. Soil investigation.
6. Design and Drawings.
7. Status of mobilisation of key equipments/Machines and establishment of quality control laboratory.

Dindori & Amarkantak sewer line laying work is under Hon'ble CM monitoring and zero progress is highly objectionable. After issuing the work order about 18% time is elapsed but there is no physical & financial progress is achieved.

(Project Manager)
MPUDCL
PIU, Jabalpur

Letter No...250...../MPUDCL/2018 Jabalpur, Dated: 16/05/2018

Copy to: 1. **Engineer-in-Chief, MPUDCL, Bhopal for your kind information please. Sir inspite of all affords no physical & financial progress is achieved so for, Even after 128 days if contractor has not started the work, it seems that it will not possible for him to complete work within stipulated time. As per agreement final notice should be given to him.**
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Project Manager, PIU, Bhopal for your kind information please.
4. WAPCOS Ltd. Bhopal & Jabalpur for your kind information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4021421, Email – mpudcljbp@gmail.com

Madhya Pradesh Urban Development Company Limited

MPUDC Project Implementation Unit, Jabalpur

Letter No...249...../MPUDCL/2018 Jabalpur. Dated: 16/05/2018

To,

M/s Chandra Niman pvt. Ltd.
Vill No. 22, Maruti Life Style
Opp. R.K. Mall, Kota Road
Raipur (C.G.) 492001

Subject : Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad.

Ref: Work order no. (1) PMU/ENGG/2017/2826 Dated 27.12.2017.
(2) PMU/ENGG/2017/2874 Dated 30.12.2017.

Dear Sir,

MPUDCL has awarded the work for "Survey, Design, construction and commissioning of Sewerage Network in Amarkantak and Dindori Nagar Parishad." The date of start of work was 09/01/2018. Despite 128 (One Hundred Twenty Eight Days) days passed away till today, the following details are still awaited from your side.

1. Work schedule.
2. Mobilisation of equipments.
3. Mobilisation status of manpower.
4. Topographical survey status.
5. Soil investigation.
6. Design and Drawings.
7. Status of mobilisation of key equipments/Machines and establishment of quality control laboratory.

Dindori & Amarkantak sewer line laying work is under Hon'ble CM monitoring and zero progress is highly objectionable. After issuing the work order about 18% time is elapsed but there is no physical & financial progress is achieved.

(Project Manager)
MPUDCL,
PIU, Jabalpur

Letter No...../MPUDCL/2018 Jabalpur. Dated: 16/05/2018

Copy to: 1. **Engineer-in-Chief, MPUDCL, Bhopal for your kind information please. Sir inspite of all affords no physical & financial progress is achieved so for, Even after 128 days if contractor has not started the work, it seems that it will not possible for him to complete work within stipulated time. As per agreement final notice should be given to him.**
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Project Manager, PIU, Bhopal for your kind information please.
4. WAPCOS Ltd. Bhopal & Jabalpur for your kind information please.

(Project Manager)
MPUDCL
PIU, Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. 0761-4093921, Email – mpudcljbp@gmail.com

[ANNEXURE-6]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./MPUDC/PMU/VN/2019/1216 Bhopal, Dated..13.../02/2019

To,
Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001(Chhatisgarh)
Email:- cnpl.rgh@hotmail.com

Assignment: MPUDCL Tender No. 55- under the Vishesh Nidhi: Sewerage Project of Dindori District Dindori in Madhya Pradesh.

Subject: Extremely slow progress of Design Build works-Regarding.

Ref.: 1. Our office letter no. MPUDC/PMU/VN/428, dated 16.01.2019
2. Your Letter no. CNPL/MPUDC/DINDORI/027, Dated: 21.01.2019

We are in receipt of your reply in which the reasons stated for delay are merely excuses to cover up extremely slow progress on your part. As far as delay in handing over of STP land is concern it does not stops you from carrying out other contractual obligation such as field survey, Geotechnical investigation, design of network, etc. Even the topographical survey conducted was not accurate and needs revision which is a major reason for delay in approval of network design which attributes to you. However in the interest of work the part design submitted for zone 1 was approved well in advance (as there was no impact of STP location) so that the progress of work may not suffered but only 250m laying has been carried out till date. Additionally, you have raised an issue during 29th CRM (Dated: 29.01.2019) about of requirement of additional IPS after more than one year of award of work.

As per Annexure O (Details of milestone) of the agreement you should have completed 3/8th of the work before ½ of the time elapsed. But as on date, the physical and financial progress of the work remains 0.00% even after lapse of about 400 days which is a serious concern.

You have been reminded regularly in monthly CRM meeting to submit revised programme (Work Plan) immediately but it is still awaited from you.

Hence as per clause 13 of GCC of the agreement you are hereby directed to submit revised ~~revised~~ work plan immediately & accelerate progress and complete the work in scheduled time period so that beneficiaries are not deprived of basic amenities.

(M.K. Shrivastava)
DPD (T), MPUDC

No./MPUDC/PMU/VN/2019/1217 Bhopal, Dated: 13/02/19

Copy to:
1) Managing Director, MPUDCL for information please.
2) Engineer-in-Chief, MPUDCL, Bhopal
3) PM, PIU Jabalpur, MPUDC, for information and necessary action.
4) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

Date:- 14-02-19
Time:- 05:23 PM

(M. K. Shrivastava)
DPD (T), MPUDC

[ANNEXURE-7]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./MPUDC/PMU/VN/2019/1881 Bhopal, Dated...13./03/2019

To,
Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001(Chhatisgarh)
Email:- cnpl.rgh@hotmail.com

Assignment: MPUDCL Tender No. 55- under the Vishesh Nidhi: Sewerage Project of Dindori District Dindori in Madhya Pradesh.

Subject: Notice for Blacklisting and debarring from participating in the bid due to slow progress.

Ref.: 1) Letter no.401 dated: 04.04.2018, Letter no. 501 dated: 07.09.2018 Letter no. 649 dated: 06.12.2018, of Project Manager, PIU, Jabalpur.
2) This office letter no. MPUDC/PMU/VN/2019/428, dated: 16.01.2019

Please refer this office letters mentioned above written by PMU and PIU to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	30.12.2017	Date of Commencement	09.01.2018
Duration of Contract	730 Days	Scheduled Date of Start	09.01.2018
		Scheduled date of Completion	08.01.2020
Time elapsed	430 Days	Percentage Time elapsed	58.90 %
Time remaining	300 Days	Percentage time remaining	50.13 %
Physical Progress (Overall)	1.00%	Financial Progress	0.00%

It is clear from the above chart, that the work is extremely lagging behind schedule.

Your progress is only 1.00% even after lapse of 430 days period. Your poor performance, disproportionate progress, non-achievement of milestone is adversely affecting the ultimate deliverables. Due to your slow progress and sluggish mobilization of resources, the general public of the towns, end users and beneficiaries of the scheme under the contract package will be deprived of access to potable drinking water.

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Non-compliance on Geo-Technical Investigation Report, Structural Design & Drawing of STP and Pumping Station, Sewage Test Report is a serious concern, the submission of which is still awaited. During detailed review, it has been observed that inspite of repeated reminders, periodically held review meetings and cooperation extended to you by PIU and PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and also failed to deploy suitable personnel to fill the key positions as per agreement.

Hence, you are called upon to submit written explanation within fifteen (15) days from the date of the receipt of this letter as to why your firm should not be black listed and debarred from participating in the future bids. You are supposed to submit your reply with supporting documents. Please note that if you fail to submit your reply within the stipulated time, the employer may take appropriate action against your firm as per law.

Please acknowledge the receipt of this letter.

12/3/19

(Manoj Kumar Acharya)
Engineer-in-Chief, MPUDC

No. PMU/WB/2019/ 1882 Bhopal, Dated: 13/02/19

Copy to:

1) Managing Director, MPUDCL for information please.
2) Engineer-in-Chief, Public Works Department, Madhya Pradesh, Bhopal for information.
3) Chief Engineer (Registration), office of Engineer-in-Chief, Public Works Department, Madhya Pradesh, Bhopal for information and necessary action.
4) Engineer-in-Chief, Public Health Department, Madhya Pradesh, Bhopal for information.
5) Project Director, M P Jal Nigam, Bhopal for information.
6) Dy. Project Director (Technical), MPUDCL, Bhopal
7) Financial controller, MPUDC, Bhopal
8) All the PM, PIU MPUDC, for information and necessary action.
9) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

13/3/19

(Manoj Kumar Acharya)
Engineer-in-Chief, MPUDC

[ANNEXURE -8]

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Letter No. 169/MPUDCL/2019 Jabalpur, Dated: 13/06/2019

To,

The Project Manager
M/s Chandra Nirman Pvt. Ltd.,
Villa No. C – 22/23
Maruti Life style, Opposite R. K. Mall
Kota Road, Raipur (C.G.)

Subject : Various instructions given in joint visit of PIU, PMC & IVT at Dindori Sewer project on 12/06/2019.

With reference to above cited subject, it is to mention that joint visit of PIU, PMC & IVT was made at Dindori Sewer project on 12/06/2019. In which following instruction were given to your representative at site.

1. Hydrotest, leaktest, flowtest etc.of Sewerline & Manhole shall be started at earliest.
2. Inverty level shall be as per approved drawing.
3. Shape, Size & channel of Manhole shall be as per approved drawing.
4. Bricks at site as found are not as per standard, these bricks shall be replaced with new & good quality of bricks.
5. Compaction shall be ensured with proper watering & Rolling.
6. As per the approved drawing of property connection chambers of Amarkantak Sewer Project, the cover of the Chambers must be of SFRC, the same shall be ensured.
7. Calibration Certificates of CTM, Auto level, weighing balance etc. must be kept at site.
8. Excavated concrete layers or rocks shall be stored at different place & must not be backfilled in the trench.
9. Readable hard copy of all approved drawings shall be kept at site.
10. All concreting shall be done with mixer machine only.
11. Third party inspection report, test reports from engineering college, NABL approved labs & MTC of all materials must be kept at site.
12. Mix design & other reports for this project shall be made available to PIU/PMC.

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

13. All laboratory equipment as per contract Agreement must be brought in the laboratory with required document & shall be in running condition.
14. In the meeting with Municipal council officials of Dindori on 05/06/2019. It was decided that two streets shall be completed in all respect as laying, construction, house connections & road restoration shall be completed upto 20/06/2019. But as on date no remarkable progress has been done. The progress must be expedited.
15. Overall progress is very low, so revised work plan shall be submitted & work shall be completed in stipulated time.

It is directed to ensure the compliance of all above instructions given on site & submit the compliance report to this office.

(Project Manager)
MPUDCL
PIU, Jabalpur

Copy to: 1. Engineer-in-Chief, MPUDCL, Bhopal for your kind information please.
2. Deputy Project Director (T), MPUDCL. Bhopal for your kind information please.
3. Team Leader, WAPCOS, PMC (PMU), Bhopal for information.
4. Team Leader, IVT, Bhopal for information.

[ANNEXURE-4]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/ 128 1 Bhopal Dated: 14/02/2020

To;
Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001
Email:- cnpl.rgh@hotmail.com

Sub: Regarding Survey, Design Construction and Commissioning of Sewerage Network in Amarkantak, Dindori & Chitrakoot Town.

Ref: 1. This office letter no. 797 &799/PMU/MPUDC dated: 29.01.2020
2. This office letter no. 737/PMU/MPUDC dated: 25.01.2020
3. PM, PIC, Jabalpur letter no./655/MPUDCL/2019 dated: 20.12.2019
4. This office letter no PMU/ENGG/VN/2019/10068&70 dated: 19.12.2019
5. PM, PIC, Jabalpur letter no. 646/MPUDCL/2019 dated: 18.12.2019
6. This office letter no. PMU/VN/2019/8526 dated: 02.11.2019
7. This office letter no. MPUDCL/PMU/2019/8129 dated: 22.10.2019
8. This office letter no. ENGG/MPUDC/PMU/2019/6803 dated: 11.09.2019
9. This office letter no. MPUDCL/PMU/2019/7248 dated: 25.09.2019
10. This office letter no. PMU/VN/2019/7232 dated: 24.09.2019

This has reference to above mentioned subject work of Amarkantak, Dindori & Chitrakoot Sewerage Scheme awarded to you. Physical progress of the work at the site is very low inspite of various reminder and continuous persuance. Project wise details are as under:

Amarkantak Sewerage project: Land of Sewage Treatment Plant was handed over to you before one year ago and NOC from the pollution control board is also received on 05.08.2019. Time period of more than 6-months has been passed till date but you are unable to start the work at the STP site. You are reminded from time to time by PMC as well as this office vide above referred letters under reference but you have given false assurance regarding starting the work. You are directed to start the work at STP site with immediate effect to achieve the sufficient progress without fail up to 20th Feb 2020. You are also directed to submit the Revised drawings of STP layout, Guard Room, Blower House, CCT & Inner Shed, effluent sump & pump house, primary unit, DG Set, Transformer yard, QAP of all components of STP, Internal roads & drains, QAP of Pump, Boundary wall, Electrical & Mechanical drawings of STP & all IPS at the earliest.

Dindori Sewerage project: Land of Sewage Treatment Plant was handed over to you before one year ago and NOC from the pollution control board is also received. From last 6 months it is observed that no work is going on in site except some work in the Sewer Network. You are unable to submit the BFP, GAD, Structural design & drawing of All components of STP, QAP of all components of STP, QAP of Pump, Design & Drawing of Internal roads & drains, Boundary wall, Electrical & Mechanical drawings of STP & all IPS. You are neither taking interest in execution of work nor in submission of design & drawing. You were

reminded various time from PMC & this office vide letter under reference but you have given false assurance regarding starting the work.

You are directed to start the work at STP site with immediate effect to achieve the sufficient progress without fail up to 20th Feb. 2020.

Chitrakoot Sewerage Project: Land for Sewage Treatment Plant for Chitrakoot Sewerage Project was cleared by PM, PIU Jabalpur & this office by making hard efforts but till date you have not started the work on the STP site. Earlier when the land for STP site was not cleared, you were making the unnecessary correspondence by giving the reason of STP land. You were not taking interest in execution of work at site. All the lands for STP, IPS & Septic tank are cleared and Hydraulic, GAD & Structural design & drawing are almost approved from MPUDC.

You were directed from time to time by PMC & MPUDC regarding submission of Revised Sewer Network but no action has been taken by you in this regard till date. You are also directed to submit the remaining design & drawing of Chemical House, Internal roads & drains, QAP for STP components, QAP of Pump, Boundary wall, Electrical & Mechanical drawings of STP & all IPS. If work on site of STP will not be started by you with immediate effect possibility of land encroachment by local people is on higher side. In view of this, You are directed to start the work on STP site in full swing.

Details of Physical and Financial progress in Amarkantak, Dindori & Chitrakoot Respectively are as under;

Sno.	Name of the Town	Progress after expiry of Schedule Date of Complition		
		Design & Drawing progress in %	Physical progress in %	Financial progress in %
1.	Amarkantak Sewerage	70 %	14% • Pipe laying 9.2 Km out of 16.09 Km • Construction of Manhole 346 out of 634 Nos.	9.0%
2.	Dindori Sewerage	55%	15% • Pipe laying 7.0 Km out of 32.74 Km • Construction of Manhole 251 out of 1127 Nos.	3.6%
3.	Chitrakoot Sewerage	90%	21% • Pipe laying 12.72 Km out of 66.50 Km • Construction of Manhole 486 out of 1775 • No Work at the STP Site • Excavation completed in one IPS out of 4 IPS • Excavation Completed in two Septic tank out of 4 Septic tank	10.3%

Your poor performances, disproportionate progress & non achievement of milestone are adversely affecting the delivery of projects resulting in delay in execution of Sewerage project in Amarkantak, Dindori & Chitrakoot. Thus, appropriate action against you as per relevant clauses of agreement needs to be taken.

Hence, you are directed to increase deployment of resources, Manpower to achieve sufficient physical progress and raise bill amounting to Rs. 3.0 Cr up to 28.02.2020, otherwise strict action will be initiated as per Clause 27 of the agreement, which may please be noted.

(M.K. Acharya)
Engineer-in-Chief, MPUDC

No. PMU/VN/2020/ 1282 Bhopal Dated: 14/02/2020

Copy to:

1) Dy. Project Director (T), for information please.
2) PM, PIU Jabalpur, for information and necessary action.
3) Team Leader, PMC, MPUDP, Bhopal for information please.

Engineer-in-Chief, MPUDC

[ANNEXURE-10]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No /MPUDC/PMU/VN/2020/ 2844

Bhopal, Date: 18/5/20

To,
M/s Chandra Nirman Pvt. Ltd.
Villa No.22 Maruti Life Style,Opp. R.K.
Mall, Kota Road, Raipur -492001
Email:-cnpl.rgh@hotmail.com

Sub: Sewerage Project of Dindori, Nagar Parishad in Dindori, District in Madhya Pradesh (MPUDCL Tender no. 55) - **Time Extension for 14th months regarding.**

Name of Work: - Designing and construction of sewer collection network and treatment system including testing and commissioning of the work in Dindori, Dindori Dist. In M.P. Along with maintenance period of 10 years.

Ref:

1. LOA No. PMU/ENGG/2017/2874, Tender No. 55, Date: 30.12.2017.
2. PMU letter No. PMU/ENGG/VN/2019/10503 Dt. 31.12.2019
3. Contractor Letter No. CNPL/MPUDC/Dindori/038, Dt. 01.01.2020
4. Contractor Letter No. CNPL/MPUDC/Dindori/039, Dt. 29.01.2020
5. WAPCOS/CWA/CON. 2019/86, Dt. 05/02/2020.
6. PIU Letter No. 146/MPUDCL/2020 Dt. 10/02/2020

This is in reference to your letter dated 01.01.2020 and 29.01.2020 on the subject matter requesting time extension for 14 months (i.e. up to 31.03.2021) from the scheduled completion of Design – Build period of 09.01.2020.

The project Manager, PIU, Jabalpur vide letter dated 10.02.2020 has recommended to grant time extension to complete the Design Build works keeping the rights reserved for imposing delay damages as the delay is attributable to you also for slow progress of the work.

In view of recommendation of TL-PMC,Project Manager, PIU, Jabalpur and the considering the delay in handing over the hindrance free STP site and time lost due to Covid -19 pandemic such as lockdown, remobilization of manpower and material to restart the work after lockdown and working restriction in this period also, provisional extension of time for 14 months w.e.f. 9th January 2020 i.e. up to 31st March 2021 for completion of Design Build works is granted in the overall interest of starting of Sewerage Scheme at the earliest reserving the rights for imposing delay damages, in accordance to the GCC clause 15.4 & 15.5, after detailed delay analysis. You are also directed to submit the revised work programme along with recommendation of PIU & PMC immediately in accordance with the above extended time period.

(M.K. Acharya)
Engineer-in-Chief,
MPUDC

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No /PMU/VN/2020/ 2845

Bhopal, Date: 18/5/2020

Copy to:

1. Additional Managing Director, MPUDC, Bhopal.
2. Deputy Project Director (Technical), MPUDC, Bhopal.
3. Finance Controller, MPUDC, Bhopal.
4. Project Manager, PIU, Jabalpur w.r.t. your recommendation vide letter dated 10.02.2020.
5. Team Leader, PMC, WAPCOS Ltd. Bhopal.

18/5/20

Engineer-in-Chief
MPUDC

1st Floor M.P. Rajya Sahkari Krishi Evam Gramin Bank 6, Arera Hills, Bhopal -462011☎ : 91+755-2763060, 61, 62
Fax : 91+755-2763668 Email: mpusipbpl@gmail.com
Fill after english diary

ANNEXURE - 1

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/3202 Bhopal Dated: 1/6/202

To,

Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001
Email:- cnpl.rgh@hotmail.com

Subject: Pending design & drawings for Amarkantak, Dindori & Chitrakoot Sewerage Project.

This is in reference to above mention subject. The contract of Amarkantak, Dindori & Chitrakoot Sewerage Project was awarded to you but till date you have failed to submit the complete designs & drawings. A non-exclusive list is given below for you reference:

1. Amarkantak:

Structural design & drawings of guard room
Structural design & drawings of DG shed & transformer foundation
Structural design & drawings of blower house/shed
Structural design & drawings of chlorine tank & tonner shed.
Structural design & drawings of effluent sump & pump house.
Structural design & drawings of primary units
Design & drawing of PLC SCADA
All electrical & mechanical items such as pump, blower, gates etc. including QAP, data sheet & GAD.

2. Dindori:

GAD & Structural design & drawing of all components of STP
Design & drawing of PLC SCADA
All electrical & mechanical items such as pump, blower, gates etc. including QAP, data sheet & GAD.

3. Chitrakoot:

Structural design and drawing of chemical house.
Civil details of internal roads & drains.
Design & drawing of PLC SCADA
All electrical & mechanical items such as pump, blower, gates etc. including QAP, data sheet & GAD.

In addition to this all the designs which were already approved by this office have not been submitted by you after vetting from Govt. Engineering College in sufficient hard and soft copy as per the agreement.

You are hereby directed to submit the design & drawing of following units and other documents which are the part of contract and required for completion of Project at the earliest. Further delay in submission of design & drawing will attract liquidity damages as pe the agreement.

(V.K.Tiwari) 1/6/2020
Dy. Project Director (T)

Copy to: 3203 दिनांक 1/6/2020

1) The Engineer-In-Chief for Information please.
2) PM, PIU Jabalpur, for information and necessary action.
3) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

Dy. Project Director (T) 1/6/2020

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/ 4817 Bhopal Dated: 25/7/202

To,

The Director
M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001(Chhatisgarh)
Email:- cnpl.rgh@hotmail.com

Kind Attention: Shri Saurabh Agrawal

Name of Work: Survey, Design Construction and Commisioning of Sewerage Network in Chitrakoot, Dindori and Amarkantak Town (M.P.)

Subject: Notice under Clause 27 of GCC – Chitrakoot, Dindori & Amarkantak

Ref:
1. LOA No. PMU/ENGG/2017/1892 dated: 29.09.2017 (Chitrakoot)
2. LOA No. PMU/ENGG/2017/2826, dated: 27.12.2017 (Amarkantak)
3. LOA No. PMU/ENGG/2017/2874, dated: 30.12.2017 (Dindori)
4. This office letter no. MPUDC/PMU/VN/2019/216, dated: 09.01.2019
5. This office letter no. MPUDC/PMU/VN/2019/320, dated: 11.01.2019
6. This office letter no. MPUDC/PMU/VN/2019/428, dated: 16.01.2019
7. This office letter no. PMU/VN/2019/5332, dated: 18.07.2019
8. This office letter no. ENGG/MPUDC/PMU/2019/7465, dated: 30.09.2019
9. This office letter no. PMU/VN/2019/8526, Bhopal dated: 02.11.2019
10. This office letter no. PMU/VN/2019/42 dated: 02.01.2020
11. This office letter no. PMU/VN/2020/1113 dated: 06.02.2020
12. This office letter no. PMU/VN/2020/1281 dated: 14.02.2020
13. This office letter no. PMU/VN/2020/2071 dated: 09.03.2020
14. This office letter no. PMU/VN/2020/3202 dated: 01.06.2020
15. This office letter no. PMU/VN/2020/3399 dated: 10.06.2020
16. Pm PIU Jabalpur's letter no. 423, dated: 23.06.2020
17. This office letter no. PMU/VN/2020/4260 dated: 07.07.2020

The work of Chitrakoot, Dindori and Amarkantak Sewerage scheme was awarded on 29.09.2017, 30.12.2017 & 27.12.2017 respectively as referred above, with time period of 2 years. Further time extension has also been granted as requested. But the progress of work at site is not at all satisfactory despite constant pursuance. All the lands for STP, IPS & Septic tanks are clear. All design and drawings submitted by you have also been approved except the Sewer network design of Chitrakoot for which you have already been intimated many times in past 11 months for submission of revised Sewer Network design because of level

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

difference (recent correspondance made vide this office letter dated 09.03.2020). However, till date you have not submitted the design & drawing of revised sewer network which has caused unnecessary delay at your part.

This poor performance issue has resulted in creating many other problems on the project including delays, disatisfaction of ULB toward your firm, etc. Despite having already expressed our concerns regarding these performance issues, there has not been any attempt on your part to improve your performance.

The current issues at hand concerning your poor performance include:

1. **Amarkantak Sewerage Projeet:** Land of Sewage Treatment Plant was handed over to you on 18.04.2018 and NOC from the MPPCB was also received on 05.08.2019. Time period of more than 11 months has been elapsed till date but you are unable to submit the design and drawings of all components of STP and show substantial progress at site. You are being reminded time to time by PMC as well as this office vide above referred letter under reference but you have given false assurances regarding improving the progress at site. You are directed to submit the revised drawings of Guard room, Blower house, CCT & Toner Shed, effluent sump & pump house, primary unit, DG set & transformer yard, QAP of all components of STP, internal roads & drains, QAP of pump, boundary wall, electrical and mechanical drawings of STP and all IPSs by 26.07.2020. Up to date progress except sewer network is only 15% as on 22-07-2020 which is far from satisfactory.
2. **Dindori Sewerage Project:** Land of STP was handed over to you on 08.01.2019 and NOC from MPPCB is also received on 05.10.2019. From last 9 months it is observed that no work is going on any site except some works in the sewer network. You are unable to submit the GAD, structural design and drawing of all components of STP, QAP of all components of STP, internal roads & drains, QAP of pump, boundary wall, electrical and mechanical drawings of STP and all IPSs. You are neither taking interest in execution of work nor in submission of design and drawings. You were reminded various times from PMC and this office vide above referred letter under reference but you have given false assurance regarding starting the work. You are directed to submit the design and drawings of all components of STP and STP by 26th July, 2020. Up to date progress except sewer network is 0% as on 22-07-2020 which is not at all acceptable to us.
3. **Chitrakoot Sewerage Proejct:** Land for STP in said project was cleared from all encumbrance, encroachment and removal of material on 22.01.2020 by PM, PIU

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

Jabalpur and this office by making hard efforts but till date you have not carried out any substantial work on the STP site. Earlier when the land for STP site was not cleared, you were making the unnecessary correspondence by giving the reason of STP land. You are not taking interest in execution of work at site. All the lands for STP, IPS & Septic tanks are cleared and hydraulic, GAD and structural design and drawings are almost approved from MPUDC. Up to date progress except sewer network is only 8% as on 22-07-2020 which is very poor and not acceptable.

As per Annexure-O: Details of Milestones, you were bound in all cases, to complete the financial target i.e. 3/4th of the work before 3/4th of such time. You are failed to fulfill your obligations for the same. However, till date your firm has even not completed the laying of Sewer Line where there was no issue. The work carried out in laying of sewer is at very poor pace. However, it is observed that you had simply wasted the precious time available for executing work from July 2019 to 23rd March 2020 and there afterward 20th April 2020 till date. You are not making any sincere effort in making up of work lagging behind schedule.

From the record of resources deployment, correspondence, PIU & PMC office feedback it is clear that you have failed to achieve completion of works in Chitrakoot, Dindori & Amarkantak mainly because of your complete failure for deployment of resources in required proportion of the quantum of works and failure to do work in a continuous sequential manner.

In telephonic discussion held with field staff, it has been informed that work was stopped at site due to lockdown and no substantial work has been undertaken by your firm since then, even after being aware of the fact that construction activities were permitted from 20th April, 2020 with certain restriction in urban areas under the guidelines on lockdown measures to contain the spread of COVID-19.

Present Status of Works is as per table below:

	Chitrakoot	Amarkantak	Dindori
Date of LOA	29-09-2017	27-12-2017	30-12-2017
Date of Commencement	01-10-2017	09-01-2018	09-01-2018
Extended date of completion	31-03-2020	31-03-2021	31-03-2021
Duration of Contract	913 days	1177 days	1177 days
Time elapsed (as on 22-07-2020)	1025 days	925 days	925 days
Percentage time elapsed	112.27 %	78.52%	78.52 %
Physical Progress (%)	12%	16%	17%
Financial Progress (%)	10.30%	10.40%	04.1%

As it is clear from above, that the works is extremely lagging behind the schedule, progress is disproportionate & by non achievement of milestone you are in breach of

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contract[Clause 27 of GCC & Annexure-O] and Owner is entitled to give notice to the contractor stating the nature of the default and requiring the contractor to remedy the same.

In view of the above facts, Your firm **"M/s Chandra Nirman Pvt. Ltd."** is being served a notice under Clause 27 of GCC of the **Amarkantak, Chitrakoot & Dindori** contract as multiple warnings from owner have not solved the problem that has been ongoing from past 30 months with the first notice having served on 09.01.2019, 11.01.2019 & 16.01.2019 respectively.

Further, you are given an opportunity to explain the reasons and to submit your explaination in defence (through Video conference if visit at MPUDC office is not possible) for the inordinate delay caused by your firm till date in execution of work, and submit all the requisite before the undersigned latest by 26/07/2020.

This letter be treated for all purpose as final notice for all the three contracts mentioned above, Please note. If you fail to provide any reply / satisfactory reply on or before the stipulated date and time it will be presumed that you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document shall be initiated against you without making any further reference to you in this regard.

24/7/20

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

(M.K. Acharya)
Engineer-in-Chief, MPUDC

No. PMU/VN/2020/ 4818 Bhopal Dated: 25/7/2020

Copy to:

1) Managing Director, MPUDCL for Information please.
2) Finance controller, MPUDC, Bhopal
3) Team Leader, PMC, MPUDP, Bhopal for information and necessary action
4) PM PIU, Jabalpur/ Rewa for information with instruction to take all suitable needful action at this end safeguard interest of MPUDC in case of termination of contract.

24/7/20

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Engineer-in-Chief, MPUDC

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

[ANNEXURE-15]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 405 Bhopal Dated: 13/1/2

To,
Project Manager
Project Implementation Unit,
Jabalpur,

Subject: **Minutes of Meeting of review meeting on Chitrakoot, Dindori & Amarkantak Sewerage Project.**

A review meeting on Chitrakoot, Amarkantak & Dindori Sewerage Project was conducted on dated: 06.01.2021. The minutes of meeting are enclosed for compliance and report.

Encl: Minutes of Meeting dated: 06.01.2021.

(P.C.Jain)
Dy. Project Director (T)

No. PMU/WB/2020/ 406 Bhopal Dated: 13/1/2021

Copy to:

1) Team Leader, PMC,WAPCOS Bhopal for information and necessary action
2) Field Engineer WAPCOS camp Chitrakoot, Amarkantak & Dindori for Compliance.
3) M/s Chandra Nirman Pvt Ltd, Raipur for Strict Compliance. (Hard copy of Camp Chitrakoot, Amarkantak, Dindori shall be delivered through PM PIU Jabalpur)

Dy. Project Director (T)

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
. Project Management Unit
(CIN No. U75110MP2015SGC034139)

Minutes of Meeting held on 06th January, 2021 for review the progress of Projects Chitrakoot, Amarkantak and Dindori Sewerage projects funded by the Vishesh Nidhi

The review meeting for discussing the project progress and pending issues for Chitrakoot, Amarkantak & Dindori Sewerage Project was held on 06th January, 2021 under the chairmainship of Deputy Project Director(Technical) of MPUDC. The main objective of the review was to get update on the work progress and discussion on pending issues & Design/ Drawings.

The list of the persons who attended the review meeting is given in Annexure – 1.

Project wise review & decisions taken in the meeting are as under:-

1. **Chitrakoot Sewerage Project:**

- The Physical Progress of the work was 30% and Financial Progress of the work was 11%. It is found that progress report was not satisfactory & very much far behind the work program.
- Contractor was instructed to increase the labour & machinery deployment and starting the works in all fronts (STP, IPS and Sewerage Network and complete the work on or before Sept,2021 including commissioning and trial run.
- Contractor has given the assurance that work of STP will be completed in May, 2021 & STP will commissioned.
- Contractor was instructed to submit the balance design drawing within 15 days.
- Contractor was instructed to deploy about minimum 200 nos. of labours and expedite the work progress so that work can be completed within the stipulated time period.
- Contractor is directed to submit revised work program in the form of Bar Chart/CPM/PERT with Micro and Macro detailing.
- Contractor has requested for extension of one year for completing the work. Decision on time extension will be taken after review of the contractor's progress till March, 2021.
- Contractor was instructed to complete the road restoration work immediately after the hydraulic testing of the sewer network and doing connection as per norms in order to avoid excavation again.
- As contractor has mentioned that as such there is no issue of land and other pending with MPUDC & committed to complete the work in extended time period.

2. **Amarkantak Sewerage Project:**

- The Physical Progress of the work was 35% and Financial Progress of the work was 25%. It is found that progress report was not satisfactory & very much far behind the work program.
- Contractor has raised the issue of electrical connection that demand from MPEB has not been received for electrical connection. Contractor was directed to proceed the application through PM. PIU Jabalpur and discuss the issue with PM, PIU Jabalpur and get it resolved.
- Contractor has raised the issue of obtaining the permission from forest department regarding reuse of treated water. Contractor was directed to discuss the issue with PM, PIU Jabalpur & get it resolved. PM, PIU Jabalpur is directed to discuss with DFO and obtain the permission.
- Contractor was instructed to increase the labour & machinery deployment and starting the works in all fronts (STP, IPS and Sewerage Network and complete the work on or before June, 2021 including commissioning and trial run.
- Contractor was instructed to submit the balance design drawing within 15 days including QAP of Electro Mechanical components of STP & IPS.
- Contractor was instructed to deploy about minimum 100 nos. of labours and expedite the work progress so that work can be completed within the stipulated time period.
- Contractor is directed to submit revised work program in the form of Bar Chart/CPM/PERT with Micro and Macro detailing.
- Contractor has requested for extension till Sep, 2021 for completing the work. Decision on time extension will be taken after review of the contractor's progress till March, 2021.
- Contractor was instructed to complete the road restoration work immediately after the hydraulic testing of the sewer network and doing connection as per norms in order to avoid excavation again.
- As contractor has mentioned that as such there is no issue of land and other pending with MPUDC & committed to complete the work in extended time period.

3. **Dindori Sewerage Project:**

- The Physical Progress of the work was 25% and Financial Progress of the work was 9%. It is found that progress report was not satisfactory & very much far behind the work program.
- Contractor was directed to submit the revised BEP & GAD of STP within 15 days and structural design of all components of STP till the end of January, 2021.
- Contractor has raised the issue of land for construction of MPS that sufficient land is not available for construction of MPS. Contractor has informed that instead of MPS, construction of IPS is possible on the allotted land and MPS will be constructed in STP premises. Contractor was directed for submission of layout plan for IPS in the MPS land and proposal of MPS in the STP land. The case will be decided after the submission of contractor's proposal.

AmarkantakBhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

- Contractor was instructed to increase the labour & machinery deployment and starting the works in all fronts (STP, IPS and Sewerage Network) and complete the work of Sewer Network by June, 2021 & all-work before Sept, 2021 including commissioning and trial run.
- Contractor was instructed to submit the balance drawing design within 15 days including QAP of Electro Mechanical components of STP & IPS.
- Contractor was instructed to deploy about minimum 100 nos. of labours and expedite the work progress so that work can be completed within the stipulated time period.
- Contractor is directed to submit revised work program in the form of Bar Chart/CPM/PERT with Micro and Macro detailing.
- Contractor has requested for extension till Dec, 2021 for completing the work. Decision on time extension will be taken after review of the contractor's progress till March, 2021.
- Contractor was instructed to complete the road restoration work immediately after the hydraulic testing of the sewer network and doing connection as per norms in order to avoid excavation again.
- As contractor has mentioned that as such there is no issue of land and other pending with MPUDC & committed to complete the work in extended time period.

(P. C. Jain)
Dy. Project Director (T)
MPUDC

AmarkantakBhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

Annexure – 1

List of persons who attended the review meeting dated: 06.01.2021

1. Mr. Shailendra Gupta, Project Officer MPUDC
2. Mr. Dinesh Prahjapati, Assisant Project Officer, MPUDC
3. Mr. Rajesh Gehani, Project Manager WAPCOS Bhopal
4. Mr. Kapil Agrawal, Engineer, WAPCOS
5. Mr. Sameer Agrawal, Director, M/s Chandra Nirman Pvt.Ltd.

मध्य प्रदेश अर्बन डेवलपमेंट कम्पनी लिमिटेड

पी.आई.यू. जबलपुर

737, कटंगा कालोनी, जैन मंदिर के पीछे, जबलपुर (म.प्र.) 482002
फोन नं. - 0761-4021421, Email-mpudcljbp@gmail.com

क्र. 052 /म.प्र.अ.डे.कं.लि./2021 जबलपुर, दिनांक 21/01/2021

प्रति,

मेसर्स धन्द निर्माण प्रा. लि.,
विला नं. 92 भारती लाईफ स्टाईल,
आर. के. मॉल के सामने, कोटा रोड,
रायपुर (छ.ग.)।

विषय : म.प्र. शासन विशेष निधि के अन्तर्गत डिंडौरी सीवर योजना कार्य को माह जून 2021 तक पूर्ण किये जाने विषयक ।

संदर्भ: माननीय मुख्यमंत्री म.प्र. शासन के अमरकंटक प्रवास दिनांक 21.01.2021 को सीवर परियोजना का कार्य मई–जून 2021 तक पूर्ण किये जाने के संबंध में दिये गए निर्देश।

म.प्र. शासन के माननीय मुख्यमंत्री जी द्वारा दिनांक 21.01.2021 को अमरकंटक में सीवर परियोजना से संबंधित कार्यों को माह जून 2021 तक पूर्ण किये जाने के संबंध में निर्देश एवं घोषणा की गई है।

डिंडोरी सीवर परियोजना भी अमरकंटक सीवर परियोजना की तरह नर्मदा नदी के आध्यात्मिक महत्व को ध्यान में रखते हुए, उसके शुद्धिकरण के लिये प्रारंभ की गयी है।

डिंडोरी सीवर योजना के कार्य में लगभग 37 माह का समय व्यतीत हो चुका है एवं कार्य की Physical Progress 11.5% एवं Financial Progress 8% है। कार्य हेतु समयवृद्धि मार्च 2021 तक विभाग द्वारा प्रदान की गई है।

कृपया अपने स्तर पर अभी तक किये गए कार्य का विश्लेषण करने का कष्ट करें। यह स्वयमेव परिलक्षित होगा कि कार्य की प्रगति कितनी धीमी है। म.प्र.अ.डे.कं./पीआईयू द्वारा समय–समय पर आवश्यक प्रयास/चर्चा/समीक्षा/वरिष्ठ स्तर पर समीक्षा/ब्लैक लिस्टिंग नोटिस/टर्मिनेशन नोटिस के पश्चात् पुनः री–नोटिस पत्र क्र. 032 दिनांक 12.01.2021 के द्वारा प्रेषित किया गया है। जिससे कि सिद्ध होता है विभाग के स्तर से आवश्यक सहयोग प्रदान किया गया है, साथ ही यह भी स्पष्ट है कि समस्त भूमियां, भुगतान आदि विभागीय स्तर पर लंबित नहीं है।

अतः आपको ओर लेख किया जाता है कि आगामी 3 दिवस की अवधि में संपूर्ण कार्य योजना/आगामी 5 माह की अवधि में किस प्रकार कार्य किया जावेगा एवं प्रत्येक माह में कितना कार्य किया जावेगा (Physical and Financial) इसका विवरण देवें। जिससे कि PIU स्तर एवं PMU स्तर पर समीक्षा की जा सके। PIU स्तर से प्रत्येक एक दिन छोड़कर कार्य की समीक्षा की जावेगी।

मध्य प्रदेश अर्बन डेवलपमेंट कम्पनी लिमिटेड

पी.आई.यू. जबलपुर

737, अधारताल कालोनी, जैन मंदिर के पीछे, जबलपुर (म.प्र.) 482002
ऑफिस नं. 0761-4031423, Email-mpudclpiu@gmail.com

माननीय मुख्यमंत्री जी के निर्देशानुसार कार्य निर्धारित समय अवधि में प्राथमिकता पर पूर्ण किया जाना है जिस हेतु आपका उत्तरदायित्व है।

परियोजना प्रबंधक
मध्य प्रदेश अर्बन डेवलपमेंट कंपनी लिमिटेड
पी. आई.यू. जबलपुर (म.प्र.)

प्रतिलिपि :

1. प्रमुख अभियंता, मध्यप्रदेश अर्बन डेव्हलपमेंट कम्पनी लिमिटेड भोपाल की ओर सूचनार्थ।
2. उप परियोजना संचालक (तक), मध्यप्रदेश अर्बन डेव्हलपमेंट कम्पनी लिमिटेड भोपाल की ओर सूचनार्थ।
3. टीम लीडर, टौकोस (पीएमसी) – कृपया पूर्व में प्रेषित पत्रों के अनुसार समग्र समीक्षा करने का कष्ट करें।
4. उप परियोजना प्रबंधक, पीआईयू जबलपुर – डिंडोरी सीवरेज योजना कार्य जून 2021 तक पूर्ण कराये जाने के संबंध में आवश्यक कार्यवाही कराने हेतु।
5. सहायक परियोजना प्रबंधक, श्री उन्मेष जैन पीआईयू जबलपुर – डिंडोरी सीवरेज योजना कार्य जून 2021 तक पूर्ण कराये जाने के संबंध में आवश्यक कार्यवाही कराने हेतु।
6. उपयंत्री श्री विवेश वर्ल्ड – डिंडोरी सीवरेज योजना कार्य जून 2021 तक पूर्ण कराये जाने के संबंध में आवश्यक कार्यवाही कराने हेतु।
7. फील्ड इंजीनियर श्री जितेन्द्र सिंह– डिंडोरी सीवरेज योजना कार्य जून 2021 तक पूर्ण कराये जाने के संबंध में आवश्यक कार्यवाही कराने हेतु।

[ANNEXURE - 15]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 1190 Bhopal Dated: 8/2/2021

To,

M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur-492001(Chhatisgarh)

Subject: Survey, Design construction and commissioning of sewage Network in **Dindori** M.P. - **Target of Feb 2021 month**

Ref: 1. Review Meeting held on 29-01-2021

With reference to the subject mentioned above, you have committed in meeting held on 29-01-2021 to achieve following monthly target in month of Feb 2021:

S. No.	Component	Target of Dindori for Feb 2021
1.	Sewerage Network including manholes, property chamber, etc. (Mtrs)	1000 m
2.	Sewerage Treatment Plant (STP)	Submission of all design and drawings
3.	Raw Sewage Pumping Station (IPS)	Submission of all design and drawings
4.	Financial Commitment (INR Cr.)	0.25 Cr.

You are also directed to increase the resources for the completion of the Projects and to meet the targets as per commitments upto 26th Feb, 2021 or else, action against your firm for non-achievement of your own committed targets may be initiated as per contractual provisions.

(P. C. Jain)
Dy. Project Director (T), MPUDC
Bhopal Dated: 8/2/2021

No. PMU/WB/2021/ 1191

Copy to:

1) PM, PIU Jabalpur, for information and necessary action.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

Dy. Project Director (T), MPUDC

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

[ANNEXURE-16]

Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Jabalpur

Letter No.246/MPUDCL/2021 Jabalpur, Dated: 15/03/2021

To,

M/s Chandra Nirman Pvt. Ltd.
Villa No. 22, Maruti Life Style,
Opp. R. K.Mall, Kota Road, Raipur - 492001
Email: cnpl.rgh@hotmail.com

Subject : **Extreme slow progress of sewerage project in the town of Dindori.**

Reference : (1) PMU Letter No. MPUDCL/PMU/2826 Bhopal, Dated : 27/12/2017.
(2) PMU Letter No. MPUDCL/PMU/2874 Bhopal, Dated : 30/12/2017.
(3) PMU Letter No. MPUDCL/PMU/428 Bhopal, Dated : 16/01/2019.
(4) PMU Letter No. MPUDCL/PMU/799 Bhopal, Dated : 29/01/2020.
(5) PMU Letter No. MPUDCL/PMU/1216 Bhopal, Dated : 13/02/2019.
(6) PMU Letter No. MPUDCL/PMU/1881 Bhopal, Dated : 13/03/2019 (Notice for Blacklisting by Engineer-in-chief).
(7) PIU Jabalpur Letter No. 113/MPUDCL/2019 Jabalpur Dated : 20/05/2019.
(8) PMU Letter No. MPUDCL/PMU/3529 Bhopal, Dated : 04/06/2020.
(9) PMU Letter No. MPUDCL/PMU/4038 Bhopal, Dated : 02/07/2020.
(10) PMU Letter No. MPUDCL/PMU/6856 Bhopal, Dated : 12/09/2019.
(11) PIU Jabalpur Letter No. 398/MPUDCL/2019 Jabalpur Dated : 18/09/2019.
(12) PIU Jabalpur Letter No. 449/MPUDCL/2019 Jabalpur Dated : 05/10/2019.
(13) PMU Letter No. MPUDCL/PMU/8131 Bhopal, Dated : 22/10/2019.
(14) PIU Jabalpur Letter No. 516/MPUDCL/2019 Jabalpur Dated : 01/11/2019.
(15) PIU Jabalpur Letter No. 646/MPUDCL/2019 Jabalpur Dated : 18/12/2019.
(16) PIU Jabalpur Letter No. 019/MPUDCL/2020 Jabalpur Dated : 07/01/2020.
(17) PIU Jabalpur Letter No. 061/MPUDCL/2020 Jabalpur Dated : 20/01/2020.
(18) PIU Jabalpur Letter No. 345/MPUDCL/2020 Jabalpur Dated : 05/06/2020.
(19) PIU Jabalpur Letter No. 520/MPUDCL/2020 Jabalpur Dated : 21/07/2020.
(20) PIU Jabalpur Letter No. 880/MPUDCL/2020 Jabalpur Dated : 03/12/2020 (Proposal For termination of the contract by PIU).
(21) PIU Jabalpur Letter No. 032/MPUDCL/2021 Jabalpur Dated : 12/01/2021.
(22) PIU Jabalpur Letter No. 089/MPUDCL/2021 Jabalpur Dated : 25/01/2021.
(23) PIU Jabalpur Letter No. 143/MPUDCL/2021 Jabalpur Dated : 06/02/2021.

With reference to the above subject it is to mention that -

1. Sewerage Project in the town of Dindori was awarded to you by MPUDCL. The contract period of this project was 2 years which has ended on 8th Jan'2020. Thereafter first ext...

Regd. Office: 74, Vasant Vihar Colony, ...
Behind Post Office, Bhopal (M.P.) 462003
Office Phone No. ... Email: mpudclbpl@gmail.com

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

extension was sanctioned till 31st Mar'2021 in the large interest of the project, keeping right to impose liquidity damages reserved with the employer.

2. Vide several letters mentioned in the reference section, you had been suggested to expedite the work progress. Several contract review meetings were held at MD/PMU/District Collector's level. In all such meetings, it was submitted by your representatives that the progress will be expedited in order to complete the project in scheduled time. But all such commitments became just fake promises. You have never shown any dedication in fulfilling any of your commitments. You have neither deployed manpower/machinery in sufficient numbers, nor complete laboratory setup has been made till date as per contract agreement. You haven't deployed eligible & experienced key staffs/site engineers as per contract agreement, which will attract penalty of Rs. 20,000/- per month for the same.
3. According to clause 10.3 of general conditions of contract "**The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.**" Failing in deploying sufficient machinery is a breach of above clause.
4. According to clause 13.4 of general conditions of contract " **The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.**" Your project is lagging behind the scheduled time of completion, but still you haven't submitted the revised work plan, bar-chart, targets for submission of running account bills. So, it is not possible for the employer to compare your actual work progress with the same. The undersigned will be bound to withheld the amount stated in the contract data in all payment certificates until the compliance is being ensured.
5. According to clause 15.5 "**In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-Charge shall retain from the bill of the Contractor Amount equal to the liquidated damages liveable until the contractor makes such delays good. However, the Engineer-in-Charge shall accept bankable security in lieu of retaining such amount.**" & 15.7 "**In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied**". The undersigned will be bound to recommend such LD's if the delay is not compensated by your end.
6. According to clause 17.2 "**The contractor shall have to establish field laboratory within the time specified and having such equipment as are specified in the Contract Data**". But you have not established complete laboratory setup till date. The undersigned will be bound to recommend penalty of 0.20% of contract amount due to this failure according to

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

clause 17.3 **"Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data".**

7. According to clause 27.2 (i) **"If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data".** Continuous failure in deployment of manpower/machinery/field laboratory may attract proposal for termination. Compensation may be attributed to you for excessive delay in the project according of annexure "P" of the contract agreement.
8. You have completely failed to ensure compliance of suggestions given by PIU/IVT/PMC on site. After repetitive directions to ensure compliance of the observations of IVT during their site visit, you have completely failed in ensuring the same. You have not responded to any of the observations till date. It shows your ignorance towards different project assessment authorities appointed by Government of MP. In such case if any strict action will be proposed by IVT as per contract agreement, the unsersigned will be bound to do so. Some of the latest observations of IVT are enclosed herewith for ready reference and submission of compliance status.
9. Even after lapse of 3 years, you have not even ensured approval of all design/drawings of STP/IPS etc.
10. All lands required are hassle free & all running account bills/variations submitted are approved.
11. **All lands are available and permission from Pollution Control Board (PCB) are already granted. You have not even identified whether any permission for road cutting is required or not. If it is required then the application for the same shall be made, which is due from your end. If you will not ensure the compliance of this, then you should not highlight any required permission pending at PIU end in review meetings, since you are solely responsible for the delay.**
12. At present only 4-5 members of labours are depoloyed at site. Yesterday's progress at site is just construction of 3 nos. of house service chambers & laying of 37 m of service connection pips.
13. **Your first time extension period is also at its end, but till date you haven't submitted proposal for second time extension.**
14. You have not even bothered to respond to previous letters by undersigned, which shows that you are not sincere about completion of the project.

So, it is once again directed to submit a revised work plan considering [illegible] to be completed till Sep'21. Also, it is directed to strictly adhere to that work plan & work on warfoot base.

Otherwise, undersigned will be bound to propose strict action against your firm as per contract agreement.

House No. [illegible] Gradual Colony,
Ferozi Jail Road, Jabalpur (M.P.) [illegible]
Office Phone No. -0761 - [illegible] Email - upudajbp@gmail.com

Madhya Pradesh Urban Development Company Limited

Project Implementation Unit, Jabalpur

Enclosed: Latest site visit reports of IVT (2 Nos.)

(Project Manager)
MPUDCL
PIU, Jabalpur

Copy to: 1. Engineer-in-Chief, MPUDCL, Bhopal for your kind information please.
2. Deputy Project Director (T), MPUDCL, Bhopal for your kind information please.
3. Team Leader, WAPCOS, Bhopal for your kind information please.
4. Team Leader, IVT, Bhopal for your kind information please.
5. Quality Engineer, IVT, Jabalpur for your kind information please.
6. WSE, WAPCOS, Chhindwara for ensuring regular site visits of Dindori as per contract agreement, ensuring compliance of above observations and submit a report to this office.

[ANNEXURE-17]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No.U75110MP2015SGC034139)

No /PMU/VN/2021/4310 Bhopal, Date: 20/5/2

To,
M/s Chandra Nirman Pvt. Ltd.
Villa No.22 Maruti Life Style, Opp. R.K.
Mall, Kota Road, Raipur -492001
Email:-cnpl.rgh@hotmail.com
Kind Attention:- Mr. Saurabh Agrawal

Sub: Survey, Design, Construction and commissioning of Sewerage Network in Dindori Tow, District Dindori (M.P.). Along with maintenance period of 10 years. - **Time Extension for 9 months regarding.**

Ref:

1. LOA no. PMU/ENGG/2017/2874 Dt.30-12-17
2. Contractor Letter no. CNPL/MPUDC/ Dindori /54 on Dt. 07-04-2021
3. PIU Letter no. 342/MPUDCL/2021 Dt. 07/05/2021

The work of the Dindori Sewerage scheme was given to you under the agreement date 30.12.2017 as referred above, with a time period of 2 years. However, the first provisional time extension was given to you vide letter no. ENGG/MPUDC/PMU/2020/2844 dated: 18.05.2020 up to 31.03.2021.

However, the works under the contract package are still incomplete and you were able to achieve 95% of design and 29% of physical progress by the end of the 1st time extension. From the record of resources of deployment, correspondence, PIU & PMC office feedback it is clear that you have failed to achieve completion of works in Dindori mainly because of your complete failure for the deployment of resources in the required proportion of the quantum of works and failure to do work in a continuous sequential manner. There were initial delays caused in some of the permissions for STP of the project but the responsibility for not completing the maximum percentage of physical work up to 31.03.2021 is on your part.

Now you have made a request vide letter dated: 07.04.2021 for granting second time extension up to 31.12.2021 i.e. for 9 months from the extended date of completion of design built period of 31.03.2021.

The Project Manager, PIU, Jabalpur vide letter dated 07.05.2021 has recommended granting a time extension of 9 months that is up to 31.12.2021 to complete the Design-Build works keeping the rights reserved for imposing delay damages as the delay is attributable to you also for the slow progress of the work.

In view of the above interim extension of time for 9 months, i.e. upto 31.12.2021 in the overall interest of completion of works is granted for the extension of design works pursuant to GCC clause 14 [Extension of Time].

The final amount of delay damage will be worked out in accordance with the GCC clause 15.4 [Failure of the Contractor] at the end of the granted time extension. You are directed to submit the revised work program for Dindori town for the granted extension period separately and to complete the work without fail in this period.

Engineer-in-Chief,
MPUDC

No /PMU/VN/2021/4311 Bhopal, Date: 20/5/2021

Copy to:

1. Additional Managing Director, MPUDC, Bhopal.
2. Deputy Project Director (Technical), MPUDC, Bhopal.
3. Finance Controller, MPUDC, Bhopal.
4. Project Manager, PIU, Jabalpur.
5. Team Leader, PMC, WAPCOS Ltd. Bhopal.

Engineer-in-Chief
MPUDC

Project Implementation Unit, Jabalpur

Letter No. 342/MPUDCL/2021 Jabalpur, Dated : 07/05/2021

To,

WAPCOS LTD. BHOPAL
PMC - WORLD BANK
No. : 102
Date : 10/5/21

The Dy. Project Director (T),
Project Management Unit,
Madhya Pradesh Urban Development Company Limited,
2nd Floor, 8, Jail Road, Arera Hills,
Bhopal – 462011, Madhya Pradesh, India.
Email: mpusipbpl@gmail.com

Subject : Extension of Dindori Sewer Project.

Refereace : (1) LOA No. PMU/ENGG/2017/2874, Bhopal Dated : 30/12/2017.
(2) Contractor's Letter No. CNPL/MPUDC/Dindori/054 Dated : 07/04/2021.
(3) Your Letter No. PMU/VN/2021/3970, Bhopal Dated : 05/05/2021

Sir,

Vide reference letter no (3), you had asked for the recommendation of PIU on time extension of Dindori sewer project. In this regard it is to mention that contractor has failed to complete this project due to their inefficiency.

The project was started in January'2018 . Lands for construction of STP and IPSs were allocated to the contractor at that time.Although land allotted for construction of STP was not available for construction thereafter. But very soon after that another land very near to the previous land was finalized and handed over to the contractor for construction activities, keeping other lands for IPSs unchanged. All lands were handed over to the contractor in presense of their representative and other government officials in January'2019 itself by making "Panchnama" of the same. The contractor was then directed to start the construction activities at all lands immediately as all such lands were hassle free. But contractor failed to deploy sufficient manpower/ machinery. Contractor is still not having the sufficient machinery and qualified/ experienced key staffs as stated in the contract agreement.

You are well aware of the fact that contractor has not even ensured approval of all design and drawings till date as yourself is approving the drawings from recent days one by one, when contractor is complying with the observations made if any, of the drawings submitted.

Although work was affected slightly due to COVID-19 pandemic due to imposition of nation wise lockdown in the month of March of last year. But soon after in the third week of April'2020, the construction activities were permitted by the government. Contractor was having sufficient materials for network laying at site and it was possible for them to continue the sewer laying work at site., but the contractor never assured the same.

It is well known to all of us that contractor has failed to fulfil the commitments made in various review meetings held at Bhopal HQ. Even in last approx 2 months only 7Km pipe has been laid

Sh. Tapas Singh

[ANNEXURE- 18

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No. MPUDC/PMU/ 6217 Bhopal, Dated 15/07/2021

Minutes of Contract Review Meeting held on 29.06.2021

Virtual review of the contracts of Mandleshwar, Chitrakoot, Amarkantak, Dindori, Nasrullaganj & Maheshwar sewerage projects being implemented under the MPUDP (World Bank funded) & Vishesh Nidhi was held on 29th June, 2021 at 11:00 A.M. under the chairmanship of Deputy Project Director (Technical), MPUDC.

Progress of works with reference to the targets issued to the contractor after review meeting held on 06-06-2021, achievements and backlogs, hinderances in adherence to timelines and milestones, financial progress of projects, resources at site were discussed in detail. Outcome of the review meeting and directions issued are as under:

A. General instructions:

1. All the projects were not completely achieving the targets. The achievement against the target will also be reviewed in coming week by Higher officials. Therefore, all contractors are advised to increase labour and machinery to achieve and cover up to achieve these targets.
2. Quality of works shall be maintained. Restoration of roads after laying of pipelines, is a major issue which if not done timely and properly, causes unrest at local level and brings bad name to the project and organization. The contractors and PIUs shall ensure that roads are restored within a minimum time frame, preferably temporary restoration within 48 hours and permanent restoration within 15 days. Hydrotesting of pipe lines shall be ensured before permanent restoration.
3. Administrative issues shall also be provided to Joint Director of concerned division of Urban Administration & Development so that these could be resolved at the earliest. Any administrative issues erupted during work which has potential to stop the work even temporarily shall be immediately informed to PMU as well as CMO and JD of UAD, who will ensure to take up the matter with concerned authorities & resolve the issue within a fixed time frame.
4. All the contractors were instructed to submit the vetted design drawings approved by MPUDC.

B. Project wise review is as under: -

1. Mandleshwar Sewerage Project:

- Targets were issued in compliance to instructions issued in meeting held on 6-6-21.
- The achievement w.r.t to target given upto 30.06.2021 were reviewed and found that contractor has not been able to achieve the given targets not only in physical progress but also in progress of design and drawings.
- It was instructed to contractor to do the hydrotesting of already laid line & do the road restoration as per norms in order to avoid the inconvenience to public.

2. Maheshwar Sewerage Project:

- Targets were issued in compliance to instructions issued in meeting held on 6-6-21.
- The achievement w.r.t to target given upto 30.06.2021 were reviewed and found that contractor has not been able to achieve the given targets not only in physical progress but also in progress of design and drawings.
- Contractor informed that a revised layout of STP has been submitted. DPD(T) asked the contractor for reason to submit a revised layout after 4 months when the BEP and layout was already approved in Feb 2021.
- Contractor was not able to deploy adequate machinery and manpower to achieve the targets.
- Contractor has raised issue of MPRDC crossing permission. DPD(T) informed that the MPRDC permission was obtained earlier, however, since contractor did not carry out the work, the permission has to be reapplied for road crossing from MPRDC. Permanent road restoration shall be done after making HSC and connecting with manhole to avoid again disruption of road.
- It was instructed to contractor to do the hydrotesting of already laid line & do the road restoration as per norms in order to avoid the inconvenience to public.
- Contractor informed that a R.A. bill has been submitted which is under review by PIU Khargone.
- Contractor was asked to recall the discussion held on meeting held in 06-06-2021, wherein it was told that non-achievement of these will not be acceptable in any scenario and will lead to potential termination of contract.

3. Nasrullaganj Sewerage Project:

- Targets were issued in compliance to instructions issued in meeting held on 6-6-21.
- The achievement w.r.t to target given upto 30.06.2021 were reviewed and found that contractor has been able to partially achieve the given targets in physical progress and also in progress of design and drawings.
- PIU official has informed that work of road restoration at Semal pani road and Subhash colony carried out by the contractor was not of desired level of workmanship and quality which has caused many grievances from locals. DPD(T) instructed the contractor to take immediate action and make amends to improve the quality of work and properly do the work.
- PIU officials also informed that the work is not being carried out in a planned manner, contractor starts working at any place without informing PIU. DPD(T) instructed the contractor to prepare weekly plan and submit to PIU for proper monitoring of works.
- It was also informed that work of grubbing and clearing of STP site was started by the contractor but was stopped soon after on the next day.
- It was instructed to contractor to do the hydrotesting of already laid line & complete the road restoration as per norms in order to avoid the inconvenience to public.
- DPD(T) was not satisfied by the overall progress of the work and instructed the contractor to expedite.

4. Chitrakoot Sewerage Project:

ANNEXURE-18

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2016SGC034139)

No.7112 /MPUDC/PMU/ Bhopal Dated 19/8/2021

To,

M/s Chandra Nirman Pvt. Ltd.
Ville No. C-22/23, Maruti Life Style
Opposite R.K. Mall, Kota Road
Raipur – 492001 (Chhatisgarh)

Sub: Sewerage Project Dindori Distt. Dindori (M.P.) - Notice for Termination of Contract.
Ref: 1. LOA for work no. PMU/ENGG/2017/2874 Bhopal dated 30.12.2017
2. This work agreement dated 08.01.2018
3. This letter no. PMU/WB/2021/5165 Bhopal dated 17.06.2021
4. Review meeting on dated 28.07.2021

With reference to subject cited above, you were given the LOA to execute the work of Sewerage Project Dindori District Dindori (M.P.) vide ref. letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 07.01.2020 after that you were granted extension upto 31.12.2021 with condition that delay damages shall be decided after finalizing the overall delay analysis. But it has been noticed that you have achieved only 28 % physical progress and 11 % financial progress.

Your progress had also been reviewed many times and through many letters written by this Office & Project Implementation Unit, Jabalpur you were requested to expedite the progress but you have not achieved any substantial progress. In order to check your efficiency you were also given the target for two months vide ref. letter no. (3) and during review meeting on dated 28.07.2021 it was found that during more than one month of target neither you had submitted drawing and design nor completed your given work.

This shows your gross negligence regarding completion of work and comes in category of GCC clause 27.2(a) page no. 126 of agreement i.e. "Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract"

Hence as you have executed the agreement with Engineer-in-Chief on behalf of MPUDC, this notice is being served to you with 14 days time to make good the failure and to remedy it within 14 days otherwise your contract shall be terminated as per agreement.

(Deepak Ratnawat)
Engineer-In- Chief,
MPUDC
Bhopal Dated 19/8/2021

No.7113 /MPUDC/PMU/
Copy to:
1. P.A. to Managing Director, MPUDC for Information please.
2. Project Manager, PIU, Jabalpur for information & necessary action.
3. Team Leader, PMC, M/s Lexus Infratech Pvt. Ltd. for information & necessary action.

Engineer-In- Chief,
MPUDC

Amarkantak Bhawan, Near Press Complex, M.P. Nagar, Zone-1, Bhopal -462011
☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763858 Email: pmuipbpl@gmail.com

[ANNEXURE-20]

Minutes of Meeting

A virtual review meeting was held on 31.12.2021 to review the projects is very poor progress.
The Engineer in Chief presided the meeting
Following officials were present in the meeting:

PMU
1. Mr. P.C.Jain -- Deputy Project Director (t) MPUDCL
2. Mr. Shailendra Gupta – PO MPUDCL Bhopal
3. Mr.Dinesh Prajapati – APO PMUDCL.

PIU
1. Mr. Rajendra Solanki – PM PIU Khargone
2. Mr. Pawan Jain – PM PIU Shahdol
3. Mr. P.L.Barange -- PM PIU Rewa

PMC
1. Mr. Sanjay Ganguly – Team Leader PMC Lexus
2. Mr. Mahendra Singh Raghuvanshi -- ACM PMC Lexus
3. Mr. Dileep Redas -- FE PMC (Dindori)
4. Mr. Swapnil Verma -- FE PMC (Chitrakoot)

Contractor
1. Mr. Vohra -- Chandra Nirman Pvt. Ltd
2. Mr. Dhuruv Yadav -- Engineering Professional Pvt. Ltd
3. Mr. Bhupendra Singh -- Engineering Professional Pvt. Ltd

The agency M/s Chandra Nirman Private Limited is awarded 3 sewerage project i.e. amarkantak, dindori and chitrakoot respectively all the projects are running with very poor progress

1. Amarkantak Sewerage Project:-
   a) **Mechanical & Electrical Equipment:-** when reviewed about deployment of labour and machinery at site as per the work programme submitted by contractor , it is found that labour and machinery deployment at site are not according to work plan.
   Contractor replied that mechanical and electrical equipments are procured at site but not installed yet
   b) **Drawings:-** contractor was asked to submit the remaining drawings including the mechanical and electrical drawings. these drawing shall be verified by PM PIU & PMC
   c) **Hydro Testing:-** out of 16.108 km. only 2.4 km has been hydro tested, which is very poor. hence it was instructed to do hydro testing for one km / day and PM PIU & PMC will watch the progress.
   d) **House Connections:-** 100% house-holds have to be connected to the sewerage network. The contractor should do the detail survey before connection.
   e) **Check for seepage:-** constructed structures should be checked for seepage and do the needful to prevent it
   f) Electrical drawings and lab establishment work should be carried out simultaneously.
   g) **Reuse Plan:-** The contractor should submit reuse plan as per norms
   h) Provide signage boards at appropriate places and at the plant structures.

   Looking in the poor progress of the work, in a duration of long period the EinC and DPD(T) were not happy and it was decided that the progress will again be

reviewed within next 15 days and if the progress is not found satisfactory appropriate action will be taken as per provisions of contract agreement.

2. Dindori Sewerage Project:-
   - This project is also a very poor performance zone the work progress is very slow.
   - The floary is under repair so concerting work is stopped
   - Hydro testing work is stopped it is instructed to complete the hydro testing work is 15 days
   - Laying of sewerage network is lagging behind as out of 30.234 km only 12.050 km pipe laying is done
     It is instructed to perform laying of pipe construction of chambers and hydro testing simultaneously
   - For the laying sewerage line as approach road has to constructed and PM PIU Jabalpur look in the matter to clean the hindrance
   - Contractor provides to start the hydro testing from 03.01.22 and complete 6 km in 15 days 100 house connection will be completed in 15 days
   - Contractor was instructed to submit all remaining drawing design in 15 days
   - Contractor was asked to boost up the progress as per his work programme. It was decided that the progress will again be reviewed within next 15 days and if the progress is not found satisfactory appropriate action will be taken as per provisions of contract agreement.

3. Chitrakoot Sewerage Project:-

The work progress at this site is also not satisfactory and during the review following matters were discussed and contractor was instructed accordingly.

- The drawing design of civil and mechanical works are not submitted completely the location for IPS at Arogya Dham has to be finalize and PM PIU has to be final the location and verify the HFL and SBC.
- After finalizing the site start the work and within 15 days PCC work should be completed
- At STP boundary wall is proposed its drawing should be submitted within 10 days.
- FE PMC informed that at Pramod Van IPS plaster work is at finishing shape.
- The design drawing of Ram Mohalla is not submitted date it was instructed contractor to submit is within 10 days.
- The contractor was given 15 days target to improve the progress as now the required progress of work is 15%
- It was decided that the progress will again be reviewed within next 15 days and if the progress is not found satisfactory appropriate action will be taken as per provisions of contract agreement.

(Approved by E-In-C)

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Copy to:

1) Engineer in Chief, MPUDCL, Bhopal
2) Project Manager, PIU Khargone, Jabalpur, Rewa and Shahdol
3) Team Leader, PMC Lexus Infratech LLP, Bhopal please refer above mentioned letter and recall our discussion held time to time and ensure safe design of all the components
4) M/s J.M.Vaghasiya Pvt. Ltd. for information and necessary at earliest.
5) M/s Chandra Nirman Pvt.Ltd for information and necessary action

Dy/17-1-2022.

Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 506 Bhopal Dated: 19/01/2022

To,

M/S Chandra NirmanPvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Name of work:Tender No. 55 – Construction and design of sewer collection network and treatment system including Testing and commissioning of the work in Dindori, JabalpurDist, in M.P. Along with maintenance period of 10 years. Sewerage Project of Dindori Distt. Dindori (M.P.) -Termination of Contract under caluse 27.2 (a), (c),(e),(f) of GCC

Ref.:- 1. LOA No. PMU/ENGG/2017/2874 Bhopal, Dated 30.12.2017 (Dindori)
2. Agreemented Dated. 08.01.2018
3. Letter no. MPUDC/PMU/VN/2019/1881 Bhopal, Dated.13.03.2019
4. PM PIU Jabalpur letter no. 646/MPUDCL/2019 Date.18.12.2019
5. Letter no. PMU/VN/2020/1281 Bhopal, Dated.14.02.2020
6. PM PIU Jabalpur letter no. 143/MPUDCL/2021 Dated.06.02.2021
7. PM PIU Jabalpur letter no. 246/MPUDCL/2021 Date.15.03.2021
8. Letter no. PMU/WB/2021/3437 Bhopal, Dated.09.04.2021
9. Letter no.7112/MPUDC/PMU Bhopal, Dated.10.08.2021
10. Letter no.PMU/VN/2021/10183 Bhopal, Dated.16.11.2021 (Final notice for termination)
11. Letter no.PMU/VN/2021/10513 Bhopal, Dated.26.11.2021
12. Letter no.PMU/VN/2021/11538 Bhopal, Dated.27.12.2021

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Dindori Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Dindori was issued to you on 30.12.2017. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e. including rainy season up to 07.01.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 14 of GCC of the contract,time for completion of Design and Build phase was extended till 31.03.2021 and thereafter till 31.12.2021 as per your request. Milestones were revised by MPUDC on your request in the month of March 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones. The status of the project is as under:

Date of LOA	30.12.2017	Date of Commencement	08.01.2018
Duration of Contract	730 days	Schedule Date of Start	08.01.2018
		Schedule date of completion-	07.01.2020
Time Extension	730 days (up to 3rd time extension)	3rd Time Extension	31.12.2021
Total duration of contract	1460 days		
Time Elapsed	1460 days	Percentage time elapsed	100%
Time remaining	0	Percentage time remaining	0
Physical Progress (Overall)	23%	Financial progress	15%

Scanned with CamScanner

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AnnekarnakBhawan, Near Press Complex, Bhopal-462016

It is evident that the progress of works of all the above mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Several notices along with notice for termination were issued by this office but you have failed to abide by the stipulated timeline provided for completion of design and build stage.

Please note that non achievement of milestone amounts to breach of contractual obligations, hence your contract is hereby terminated under Clause 27.2(a), (c),(e),(f) of GCC and appropriate action under Clause 15, Clause 24 read withClause 28 of GCC and Clause 28 of contract data will be taken by this office.

Please acknowledge the receipt of this letter.

(Deepak Ratnawat)
Engineer in Chief
MPUDC

Copy to: 507, Dt. 19/01/2022,

1. PA to Managing Director, MPUDC for information.
2. DPD (T), MPUDC for information.
3. Project Manager PIU, Jabalpur with instruction to take action as per agreement and to take final measurement within 7 days before the contractor and prepare and submit balance BOQ to call tenders and takes action as per clause 28B of GCC.
4. T.L, PMC, Lexus, for information and instruction to take necessary action as directed to project manager and take final measusement and prepare the final bill submit the balance BOQ and psepare tender for balance work so that tender can be called up to 31st Jan 2022 please treat is urgent.

Engineer-in-Chief
MPUDC

Scanned with CamScanner

[ANNEXURE- 22]

Madhya Pradesh Urban Development Company Limited (Under Urban Development & Housing Department GoMP) Amarkantak Bhavan, Indra Press Complex, MP Nagar Zone1, Bhopal Tel: +91-755-276-3060,61,62, Fax: +91-755-276-3068 Email: mpuidpbpl@gmail.com, einc@mpudc.co.in

Section – 1

Notice Inviting e-Tenders

NIT No. - MPUDC/ENGG/ 2022/1913 Date: 28 / 02 / 2022

Online Lumpsum tenders for the following works under "MPUDC" are invited from registered contractors and firms of repute fulfilling eligibility criteria:

S.No.	Online Tender No.	Work	Probable Amount (INR in lacs)	Completion Period (months)
2	MPUDC/—	Balance work of Sewerage Project of Dindori Town, District Dindori (M.P.)	1752.78	15 months including rainy season

1. Interested Bidder can view the NIT on website http://www.mpeproc.gov.in and www.mpurban.gov.in
2. The Bid Document can be purchased only Online from 10:30 AM 03/03/2022 to 15:00 PM 04/04/2022.
3. Any clarification /further information or addenda to the NIT, if any, would be published on website only, and not in Newspapers.
4. The Bidder shall operate and maintain the Sewerage system of above towns for 10 years after successful completion of the works as per Tender. The initial period of 5 years after completion shall be treated as Defect Liability Period (DLP). The cost of O&M has not been included in PAC.

ENGINEER- IN-CHIEF
M.P. URBAN DEVELOPMENT COMPANY
M.P. BHOPAL

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

For, J.M. Ramani & Co.
Proprietor

[ANNEXURE - 25]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ ..2206 Bhopal, Dated.....01/04/2022

To,

The Director,
M/S Chandra NirmanPvt. Ltd.
Villa No.92 Maruti Life Style
Infront of R.K Mall
Kota Road Raipur (C.G)

Sub: Blacklisting of the M/s Chandra Nirman Pvt. Ltd for a period of 3 years.

Please find enclosed herewith copy of issued order no.PMU/ENGG/2022/ 2204 / dated 01.04.2022 issued for blacklisting and prohibiting your firm from participating in any bids invited by MPUDCL for a period of 3 years with effect from 01.04.2022.

01.04.2022

(P.C Jain)
Deputy Project Director (T)
MPUDC

No./PMU/ENGG/2022/..2207 Bhopal, Dated...../04/2022
01/04/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Additional Managing Director, MPUDCL for information.
3. Engineer-in Chief, MPUDCL, Bhopal for information.
4. Deputy Project Director (T-2), MPUDC, Bhopal for information.
5. Deputy Project Director (A), MPUDCL, Bhopal for information.
6. Financial Controller, MPUDCL, Bhopal for information.
7. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
8. Concerned Project Manager, PIU, MPUDCL.
9. Team Leader, PMC(VN), Bhopal.

01.04.2022

Deputy Project Director (T)
MPUDC

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ ..2904 Bhopal, Dated...../03/2022 01/04/2022

ORDER

The M/s Chandra Nirman Pvt. Ltd. (herein after referred to as "Contractor") was awarded two contracts for sewerage project under Vishesh Nidhi Package SF-01 Chitrakoot and SF-02 Amarkantak. The contractor was required to complete the each said work within 24 months i/c rainy season i.e. 730 days as per Clause 1.22 of Contract Data read with Appendix 2-18 of Tender Document. However, the Contractor has failed to complete the above said works within the stipulated/extended time and to demonstrate significant progress as per contractual terms and conditions. Contractor's poor progress and non achievement of milestones have adversely affected the deliverable stipulated in the contracts. The general public of the project towns is deprived of sanitary facilities due to contractor's sluggish mobilization of resources for expediting the work progress.

As per revised program of Amarkantak Sewerage Project, submitted in Nov 21, this project is required to be completed up to March 2022 and accordingly physical and financial progress should have been 90% and 80% respectively and design and drawing VENDOR GAD, QAP approval submission should have been 100%. Contrary to this targeted progress, present physical progress is 67% and financial progress is .50% and overall design, drawing and documents submission is 85%.

As per revised program of Chitrakoot Sewerage Project, submitted in Nov 21, this project is required to be completed up to June 2022 and accordingly physical and financial progress should have been 60% and 50% respectively and progress of design and drawing submission should have been 100%. Contrary to this targeted progress, present physical progress is 26%, and present financial progress is 15% and overall design, drawing and documents submission is 83%.

This clearly demonstrates extremely slow progress of work and failure of the contractor in achieving self committed physical and financial progress. During the review meeting held on 03.03.2022 of both the projects, Managing Director, MPUDCL had also expressed the resentment at poor progress.

Vide letter no. PMU/ENGG/2022/179, dated 06.01.2022, a show cause notice for blacklisting was issued to the Contractor. The Contractor was given 15 days' time to submit its reply to the show cause notice. Accordingly, Contractor submitted its reply vide letter no. CNPL/MPUDC/059 dated 24.01.2022. Thereafter, a hearing opportunity was also given to the contractor. Hearing was scheduled on dated 23.03.2022.

During the hearing on 23.03.2022, Mr. Sameer Agarawal of M/s Chandra Nirman Pvt. Ltd. was apprised of the progress i.e. achievement of progress against the targeted progress. The discussion was made in present of field officials of MPUDC & PIU Shahdol and Rewa.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Contractor is found to be non serious in executing the agreement works which is clearly a fundamental breach of contracts. Material available on record establishes fundamental defaults on the part of the Contractor. The Contractor has failed to achieve the self committed physical and financial targets.

Thus, as per Madhya Pradesh Urban Development Co Ltd. order no. 11240/PMU/MPUDCL dated 17.12.2021, the Contractor i.e. M/s Chandra Nirman Pvt. Ltd. stand blacklisted from the date of service of this order for a period of three years.

Note: - To protect the public interest and object of the project i.e. to provide sanitary facilities, further to avoid substantial financial implication the present contracts already awarded to the contractor are not terminated.

During this period the following restriction shall remain in force against the contractor:

1. Shall not be entitled to participate in his own name or any of its partner's name, as joint venture, in any future bids invited by MPUDCL.
2. Shall not be allowed/permitted to purchase contractor form for any future bid of MPUDCL.
3. In case any bid is received in any form from the contractor shall be treated as ineligible.

(P.C Jain)
Deputy Project Director (T)
MPUDCL

No./PMU/ENGG/2022/ 2905 Bhopal, Dated...../03/2022
01/04/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Additional Managing Director, MPUDCL for information.
3. Engineer-in Chief, MPUDCL, Bhopal for information.
4. Deputy Project Director (T-2), MPUDC, Bhopal for information.
5. Deputy Project Director (A), MPUDCL, Bhopal for information.
6. Financial Controller, MPUDCL, Bhopal for information.
7. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
8. Concerned Project Manager, PIU, MPUDCL.
9. Team Leader, PMC(VN), Bhopal.

Deputy Project Director (T)
MPUDCL

[ANNEXURE-2A]

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/2022/ 4743 Bhopal, dated 31 /05/2022

To:

M/s J M Ramani & Co.
406, Gokulam Arcade,
Sarthana,Jakatnaka
Surat– 395006 (Gujrat)

Attention: Mr. Jignesh Kumar M Ramani Email : jigneshmramani@gmail.com
Mob: (O) + 91 8849655218

Subject: Letter of Acceptance of contract for Balance work of Sewerage Project of Dindori in Dindori District in Madhya Pradesh.

Reference: Your bid dated 04th April, 2022 for the Balance work of Sewerage Project of Dindori in Dindori District in Madhya Pradesh.

Dear Sir,

We are pleased to notify you that your bid dated 04/04/2022 for the execution of"Balance work of Sewerage Project of Dindori in Dindori District in Madhya Pradesh" has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs.22,23,40,143/-(Rupees Twenty Two Crore, Twenty Three Lakhs, Forty Thousand, One Hundred and Forty Three only), Operation and Maintenance Cost (B) of Rs. 7,55,00,000/- (Rupees Seven Crore and Fifty Five Lakh only) and Power Consumption Cost (C) of Rs. 2,40,45,287/- (Two Crore, Forty Lakh, Forty Five Thousand, Two Hundred and Eighty Seven only) Thus, Total Cost (A+B+C) for the bid is Rs. 32,18,85,430/- (Rupees Thirty Two Crore, Eighteen Lakh, Eighty Five Thousand, Four Hundred and Thirty only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of Rs. 66,70,204/- (Rupees Sixty Six Lakh, Seventy Thousand, Two Hundred and Four only) being 3% of the capital cost of the project valid up to Valid Contract Period Plus three months in accordance with clause no. 22 of Bid Data Sheet.
2. Additional performance security of Rs. 1,93,76,077/- (Rupees One Crore, Ninety Three Lakh Seventy Six Thousand and Seventy Seven only) valid up to Valid Contract Period Plus three months in accordance with clause no. 22 of Bid Data Sheet.

Please note that

(i) The time allowed for carrying out the work as entered in the bid is **Fifteen months** including rainy season, which shall be reckoned from the date of signing the Contract Agreement and

Arpan Kendra, Near Ichra Press Complex Zone, I M P Nagar, Bhopal-462011 ☎ 91+755-2763060, 61, 62
Fax 91+755-2763069 Email pmubpl@gmail.com

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

For, J.M. Ramani & Co.
Proprietor

(ii) The performance security/ performance guarantee of Rs. 29,86,359/-(Rupees Twenty Nine Lakh Eighty Six Thousand Three Hundred and Fifty Nine only) only being 3% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.

(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)

(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no seprate letter for commencement of work is required.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Endt No. PMU/ENGG/2022/ 4744 Bhopal, dated 31/05/2022

Copy to:-

1. Managing Director, MPUDC & Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal for information please.
2. Additional Managing Director, MPUDC for information please.
3. Finance Controller, MPUDC for information

Engineer-in-Chief
MPUDC

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

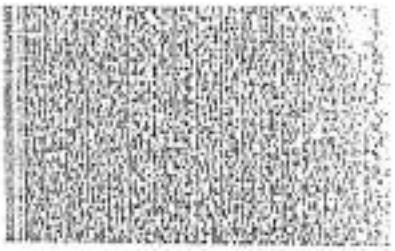
Infra Press Complex Zone – I M P Nagar Bhopal-462011 91+755-2763090, 61, 62
Fax 91+755-2763098 Email: mpusipbpl@gmail.com

For, J.M. Ramani & Co.

Proprietor

[ANNEXURE - 25]

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101173[redacted]2022018764		
Total E-Stamp Amount	321890		
Govt. Stamp Duty (Rs.)	321890	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Upkar Amount (Rs.)	0
Exempted Amount(Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	20/06/2022 22:01:55		
Service Provider or Issuer Details	ABHISHEK JAISWAL/SP0117492032018[redacted]		
SP/SPO/DRO/HO Details	317,ARADHNA NAGAR INDORE INDORE		

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work Contract, not being a Development/Construction Agreement or a Security Bond, containing an agreement to secure the due performance of a contract or due discharge of a liability Ð (i) If contract value is upto Rupees 50 lacs Ð Rupees 500. (ii) If contract value exceeds Rupees 50 lacs Ð 0.1 percent of contract value subject to a maximum of rupees 5 lacs.
Purpose	WORK AGREEMENT

First Party Details

Organization Name	J M RAMANI & CO.
Address	406,GOKULAM ARCADE,SARTHANA JAKAT NAKA SURAT 395006 INDORE Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	MPUDC BHOPAL
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

WORK AGREEMENT

CONTRACT AGREEMENT

This Agreement made on the 24th day of June, 2022,

BETWEEN

the Madhya Pradesh Urban Development Company Limited (MPUDC), a Government of Madhya Pradesh undertaking and having its address as: Amarkantak Bhawan, Indra Press Complex, Zone-I, M. P. Nagar, Bhopal - (M.P.) 462011 and represented by its Engineer-in-Chief (hereinafter "the Employer"), of the one part,

AND

M/s J.M. Ramani & Co. having its address as: 406, Gokulam Arcade, Sarthana Jakatnaka, Surat-395006 (Gujrat) (hereinafter called "the Contractor"), of the other part.

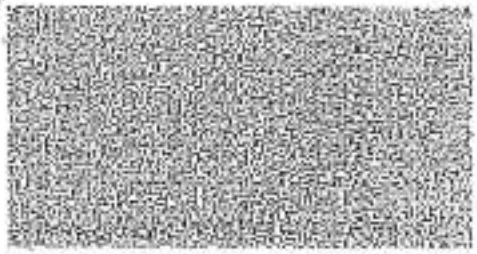
J.M. Ramani & Co.
Proprietor

Digitally signed by Abhishek Jaiswal
Date: 2022.06.20 22:01:23 IST

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

Abhishek Omprakash Jaiswal
STAMP VENDOR
38/5, Pardeshipura, INDORE (M.P.)
(Mob.) 9770911008

0001



[ANNEXURE-26]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AnnakantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 8568 **Bhopal Dated:** 7/10/2022

To,

Project Manager
Project Implementation Unit
Jabalpur

Sub.:- Regarding Submission of work Programme of STP and Sewerage network for Dindori Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2022/4743 Dated 31.05.2022 (Dindori)
2. Contractor letter no. JMR/MPUDC/Dindori/30 Date. 19.09.2022

The submitted work program have been review & found following observation

1. Agreement has been done on dated 24.06.2022 & time of completion given 15 month i.e. upto 23.09.2023, while in work program contract has shown the work activities upto Jan 2023. Contractor should reply that how it can be completed in next 4 months.
2. Contractor has not shown overall civil, Electrical, Mechanical, Instrumentation & SCADA activities. Pipe line activities also not shown completely it should include Excavation, laying, hydro testing separately & commissioning of overall project for one month. The overall activities should be completed any how upto 23.08.2023.

Accordingly contractor is required to submit realistic work program within 7 days and expedite the work because about 4 months have been elapsed but contractor has not done any appreciable work.

Encl: - As above

07.10.2022

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2022/ 8569 **Bhopal Dated:** 7/10/2022

Copy to:

1. T.L PMC Lexus, for information and necessary action please.
2. M/S J.M. Ramani & Co. Pvt. Ltd for information and necessary action please.

07.10.2022

Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ /552 Bhopal Dated: 27/2/2023

INSPECTION NOTE

Site Inspection Visit of Project Balance Works of Dindori Sewerage Works was done by Dy. Project Director (T) on 18.02.2023; Following Officials were present during visit:

MPUDCL:

1. Mr.P.C. Jain -- Dy. Project Director (T)
2. Mr. A.K Nanda -- Project Manager PIU, Jabalpur
3. Mr. Abhay Jain – APM PIU Jabalpur
4. Mr. U.C. Jain – APM
5. Mr. Somesh Sikarwar – Civil Engineer

PMC Lexus Infratech:

1. Mr. Mohan Kishor Parmar – Team Leader
2. Mr. J.K. Rav – Assistant contractor Manager
3. Mr. Ratensh Ghanghoria – Field Engineer

Contractor Representatives:

1. Mr. Sumit Patel - Civil Engineer
2. Mr. Shubham Mandloe – Civil Engineer
3. Mr. Raja - Surveyor
4. Mr. Rajesh Ahirwar – Civil Engineer

Following Project locations were visited and instructions given by the Dy. Project Director (Tech)

A) STP Site

1. HFL and TBM & FGL should be marked near/around structures under construction casting dates should also be marked on structure.
2. Hydro testing of existing structure and newly constructed structure should be done and report submitted.
3. It was found that there was few land marked in the form of triangle in Approved Layout Plan on south side (Towards RTO where gate erected) while looks of Govt. land then PM PIU with PMC and contractor official's directed for demarcation of exact Govt. land of STP with the help of Patwari/Nazool to clear the ambiguity regarding this matter. This should be done on priority preferably within 7 days.
4. After demarcation of plot Boundary work should be started immediately & even before if cleared by doing proper design & approval also from competent authority.
5. It is observed that previous constructed structure were not taken in approved layout & location was also changed. Reason for this neither mentioned by PIU & PMC as well as Contractor official during submission (although approved on the basis of submission by contractor & after recommendation of PIU which should be review again) nor at site also. Hence contractor, PIU & PMC official should take care off because space is very limited and Administrative block, Sludge unit foundation were

Cont/DPR

Madhya Pradesh Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

norms and complete the work physically & financially as per self-committed target & in time it was also instructed to put up the TQS, GAD & QAP of all E&M, instrumentation, SCADA material for approval

E) Network

1. Bedding design for RCC pipe being laid in rocky strata should be submitted for approval.
2. Hydro testing of earlier laid network and newly laid lines should be done on priority.
3. MH covers to be with third party inspectionembossing, HD-20 600x450mm Size coversare not as per IS design for which approval should be taken by manufacturer by submitting design, because these are not mentioned in IS Code.
4. The proposal for Nala crossings case by case should be submitted with proper GAD, structural design of pedestals if constructed, etc complete for review and approval.
5. Application for approval of Network line on NHAI to be taken on priority, the revised submission asked by them should be done immediately.
6. The case of network line along Pond area reviewed at site, the possibilityof utilising existing laid line to be explored, proposal with raised line on pedestals is not practical and not acceptable as it is not advisable in view of the danger of its breaking by roaming cattle, or damage by pond cleansing agencies.
7. Manpower as well as fronts are required to extended as per completion of time. At present it was found that two fronts were running which it need more front with all resources with hydrotesting & road restoration team extra to complete old work as well as new which shall run in parallel.

22-02-2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2023/ 1553 Bhopal Dated: 27/2/23

Copy to:

1. Engineer in Chief, MPUDC Bhopal for information please.
2. Project Manager, Project Implementation Unit, Jabalpur
3. T.L.PMC Lexus, for information and necessary action please.
4. ACM, PMC Lexus, for information and necessary action please & to give instructions to FE & take work accordingly
5. M/S J. M. Ramani & Co. Pvt. Ltd for information and necessary action please& early compliance.

22-02-2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-29]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Letter No. PMU/VN/2023/ 3239 Bhopal Dated: 24/4/23

To,
M/S J M Ramani & Co.
406, Gokulam Arcade,
Sarthana, Jakatnaka
Surat (Gujrat)

Sub:- Regarding Slippage in progress of self committed targets of Physical & Financial progress for Dindori Sewerage Project.

Ref: 1. LOA No. PMU/ENGG/2022/4743 Dated 31.05.2022 (Dindori)

As per above subject your overall physical progress is 9% & Financial progress is 6.7% while upto March 2023 the physical work should have been completed 30% & Financial progress should have been 27.2% which is totally lagging behind even with yourself committed target in above meetings.

You are instructed to expedite the work & make progress as committed by deploying more manpower & machinaries as required to complete the work in time otherwise action may be taken as per terms & conditions of the contract agreement.

21-4-23

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Letter No.PMU/VN/2023/ 3240 Bhopal, Dated: 24/4/23

Copy to:

1. Engineer-In-Chief for information
2. Project Manager, Project Implementation Unit Jabalpur for information.
3. T.L PMC (Lexus), for information & necessary action.

21-4-2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE -29]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5564 Bhopal Dated: 26/06/23

Minutes of Meeting (17.05.2023)

A Progress review meeting of Sewerage Projects under Vishesh Nidhi was held on 17.05.2023 at 4:30 PM under the Chairmanship of Managing Director, MPUDC Cum Commissioner, UADD.

The List of attendees is enclosed at Annexure-1

1. **Mandleshwar Sewerage Project:-**

Engineer-In-Chief as well as DPD (T) appraised the progress of the work in the Project & told that the contract was terminated on dated 19.01.2022 & at that time the overall progress was 21%. After that on the request of contractor, he was allowed up to Dec 2022 to continue the work with certain milestone to give progress about 7% per months & which was reviewed time to time at different levels but contractor had achieved overall progress 48% only till Dec 2022 against 100% i.e. @ 2.5% per month. He had again given the time further but so far he had achieved progress only 51% i.e. 3% in three months which is very poor & with this speed contractor can not complete the work & told that further time should not be given. It was also told that still over all drawing design documents not submitted.

Contractor replied that it is correct that he could not deploy sufficient manpower after Holi but before that manpower was deployed and again committed to complete the work upto 30th Oct 2023 by putting maximum deployment of manpower resources.

Managing Director had shown the resentment over the progress of work and instructed to give the revised work plan upto 19th May 2023 and submit all design drawings and documents upto 31st May 2023. It was also instructed to give min 5% Physical progress in 15 days & complete the work upto 30th Oct as per your committed time. It was also instructed to complete the entire KAYAKALP ABHIYAN Road sewerage network as well as HSC and their work upto 28th May 2023. It was also instructed that progress shall again be reviewed after 15 days and if required progress not given then no further time shall be allowed.

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2. **Nemawar Sewerage Project:-**

E-In-C & DPD (T) apprised the progress of the work & told that the initial schedule time of completion was 07.01.2020 but on the request of contractor the time extension given many times & last time upto 31.03.2023 & upto 31.03.2023 contractor had achieved only 50% progress against overall completion & in last 4 months no progress had been achieved. It was also told that first notice for blacklisting was given on dated 25.01.2022 when the progress was 40% & then in hearing he had committed to expedite the progress but in 2nd blacklisting letter on 29.01.2022 (after one year) contractor had achieved the overall progress 50% i.e. 10% in an year.

The contractor was asked for not achieving the progress as committed by him in previous meetings. Presently overall progress is only 50% which is totally lagging behind the committed target. Contractor was also asked for not executing the work at all front even through all fronts are clear and also not procured DI pipes & other equipments.

Contractor's representative replied that cost of DI pipes has increased so we are unable to purchase due to cost increase and requested for considering the recent market rates of DI pipes.

It was instructed to contractor to start the work at all fronts by increasing the labours minimum 100 and purchage DI pipes & other equipments soon and also to submit design/drawings QAP etc of Mechanical/Electrical equipments. It was also told to the contractor that the rates in VAC has been considered as per tender agreement clauses. It was also instructed to complete the work in totally upto 30.09.2023 and give progress minimum 5% within 15 days otherwise action for termination of contract will be initiated. It was also directed to submit work programme within two days. The progress will be reviewed after 15 days.

3. **Omkareshwar Sewerage Project :-**

DPD(T) told that time extension was given upto 30.06.2023 to complete the work but work of Nagarghat IPS is in initial stage, it is required to speed up. PM PIU Khargone told that mostly Mechanical, Electrical equipments of STPs had procured at site & only blower is remaining. Execution work at all fronts are in progress.

The contractor was instructed to increase the labours & speed up all works & to complete the work upto July 2023. It was told by project Manager PIU that 4 old

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STPs have been handed over by Nagar Palika to contractor & now it is required to prepare improvement plan of these STPs, if required to add in the project. The contractor was instructed to achieve minimum 10% progress within one month &. submit the work programme accordingly. The Progress will be reviewed after 15 days.

4. **Chitrakoot Sewerage Project :-**

DPD (T) told that work progress is slight slow and it is required to increase the progress. The contractor was instructed to deploy more labours, machineries and start the work at all fronts and achieve minimum 3% progress per month positively and also complete the work if Kayakalp roads immediately. The contractor has committed to achieve this progress and will start the works at all fronts. The progress will be reviewed after 15 days.

5. **Dindori Sewerage Project:-**

DPD (T) told that the stipulated date of completion of this project is September 2023 but till date the progress is only 17%. E-In-C told that a case has been filed in NGT regarding the pollution in Narmada River due to untreated sewage coming in Narmada river from town, hence it is necessary to achieve more progress & complete the work in time. Contractor was asked regarding slow progress of work. Contractor replied that the work has started on IPS-1, IPS-2, Network & STP & maximum progress will be achieved upto next month.

It was instructed to contractor to start the work at all fronts and increase the progress by deploying more manpower & machineries and should achieve minimum 5% progress within 15 days accordingly work programme should be submitted. The progress will be reviewed after 15 days.

The contractor has committed for deploying more manpower & machineries and 5% progress will be achieved as instructed within 15 days. It was also instructed to complete the entire KAYAKALP road within 7 days.

6. **Amarkantak Sewerage Project:-**

DPD (T) told that the progress of work is very slow, only 11% in 9 months, date of completion of work is 16.08.2023, then how it is possible to complete the work in time.

PM, PIU shahdol told that procurement order for Electrical & Mechanical equipments has been placed but it requires to make progress in HSC by increasing the manpower.

Contractor committed that work will be completed within 3 months he will increase the manpower & machirieries to achieve the progress.

Contractor was instructed for deploying more manpower & machineries and achieve minimum 5% progress within 15 days and submit the work programme accordingly. The progress will be reviewed after 15 days.

7. Nasrullaganj Sewerage Project

DPD (T) had asserted that the date of the agreement was 04.09.2018 and scheduled date of completion was 03.09.2020 and till this time MPUDC had given four time extension i.e. upto 31.08.2023 and so far only 58% of the physical progress was achieved against 95% to be achieved till 30.04.2023 as per revised work program.

DPD (T) brief the progress of project, that out of 33 kayakalp road, 4 Nos of "kayakalp road" in ward no. 3, 7, 9, 10 is balance. Managing Director instructed to contractor to complete the remaining 4 kayakalp road in next 5 days & balance within a month.

Managing Director instructed to achieve min 5 % of progress in next 15 days and same will be reviewed after 15 days. It was told that as per self committed plan of contractor project completion date is 31-8-23, Managing Director has instructed to complete the overall project work up to date31-8-2023. Mr Anuj Balan assured to complete the project work upto dated 31-8-2023. PM, PIU (in charge) Bhopal told that about 76 labours is deployed presently, but it is not sufficient to achieve the target. Managing Director instructed to contractor to ensure that 200 Nos of labour up to dated 22-05-2023 & expedite the work.

8. Maheshwar Sewerage Project

DPD (T) had asserted that the date of the agreement was 01.10.2018 and scheduled date of completion was 30.09.2020 and till this time four-time extension i.e.up to 30.06.2023 had been given and so far only 47% of the physical progress was achieved against 87% to be achieved till 30.04.2023 as per revised program.

DPD (T) has briefed the progress of the project that mainly STP work is very poor and presently 09 nos. of labour is deployed at STP site out of total 44 nos. labour are deployed at overall project site. There is 4 Kayakalp road, where HSC work is balance, in ward no. 5 Jaystambh to Kalidas road maximum 150 HSC is balance. Managing Director instructed to contractor to complete the balance work in next 5 days. PM, PIU told that the issue related to Jaystambh to Kalidas road, he has contacted to Nagarpallika President and CMO, and this work will be completed within 1.5 to 2 month. Managing Director has instructed that all remaining roads should be completed within 5 days. He also instructed to contractor to deploy minimum 50 labour from Saturdayi.e. from 20-05-2023 on STP. As per 5th time limit

extension the date of completion is 30-06-2023, But contractor has told to complete the work upto 30th September 2023. Managing Director has instructed to contractor to complete the work anyhow upto 15 August 2023 even working in night shift work at STP site. Managing Director has instructed to submit therevisedwork program up to date 19-05-2023. Managing Directoralso instructed to contractor to achieve min 5 % progress of STP work within 15 days, and after 15 days progress will be reviewed.

Engineer in chief stated that Maheshwar town is pilgrim centre and of historical importance hence contractor should expedite the work and complete the project upto 15th August 2023.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/5585 **Bhopal Dated:** ..28/06/23

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Rewa
8. Project Manager, Project Implementation Unit, Shahdol.
9. Team Leader, PMC, Lexus/ STC
10. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
11. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
12. M/s Engineering & Professional Co. Pvt. Ltd.
13. M/s Annu Infra construct Pvt. Ltd.
14. M.s J.M Ramani Co & Pvt. Ltd.
15. M/s Janak N Pancahal & Joy Builders Co. Pvt. Ltd. (Virtually)
16. M/s J.M Vaghasiya Pvt. Ltd
17. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Annexure- I

Contract Review meeting held on 17.05.2023

List of Participants:

1. Mr. Deepak Ratnawat, Engineer-In-Chief, MPUDCL, Bhopal
2. Mr. P.C. Jain, Dy. Project Director(T), MPUDCL, Bhopal
3. Mr. A.K Nanda, PM, PIU Jabalpur (Virtually)
4. Mr. Rahil Gupta, DPM, PM, PIU Bhopal (Virtually)
5. Mr. Rajendra Solanki, PM, PIU Khargone (Virtually)
6. Mr. Santosh Shrivastav, PM, PIU, Ujjain (Virtually)
7. Mr. Amar Khare, PM, PIU, Rewa (Virtually)
8. Mr. Pawan Jain, PM, PIU, Shahdol (Virtually)
9. Mr. Ganesh Chandra Agrawal, T.L PMC, Lexus
10. Mr. Mahendra Raghwanshi, ACM, PMC Lexus
11. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
12. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
13. Mr. Rajesh Jain, from M/s Engineering & Professional Co. Pvt. Ltd. (Virtually)
14. Mr. Rajan Sharma fromM/s Anay Infra construct Pvt. Ltd. (Virtually)
15. Mr. J.M Ramani from M/s J.M Ramani Co. & Pvt. Ltd. (Virtually)
16. Mr. Karan Patel from M/s Janak N Panchal & Joy Builders Co. Pvt. Ltd. (Virtually)
17. Mr. J.M Vaghasiya from M/s J.M Vaghasiya Pvt. Ltd. (Virtually)
18. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project (Virtually)

[ANNEXURE -30]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Antrik-anakBhawan, Near Press Complex, Bhopal-462016

(C)

No. PMU/VN/2023/ 6379 Bhopal Dated: 25/07/2023

Minutes of Meeting (08.07.2023)

A review meeting was held on dated 08.07.2023 to review the progress for the Sewerage Projects of the towns which are on the bank of Narmada River under the chairmanship of Managing Director, MPUDCL Bhopal.

1. Budhni Sewerage Project:- (Vishesh Nidhi)
   E-in-C & DPD (T) was told that proper treatment plan for ward no. 5 & 15 is still not submitted balance connections also to be done by the contractor. It was also told that contractor shall have to deploy appropriate staff for as per agreement to run the sewerage network as well as plant.
   Contractor replied that he will submit the desired treatment plan for ward no. 5 & 15 within 3-4 days and de connection as per norms.
   Managing Director directed to contractor to complete the all works within one month positively. So that O &M work in totality can be started.

2. Mandleshwar Sewerage Project:- (Vishesh Nidhi)
   E-in-C & DPD (T) had expressed the displeasure on the project's very slow progress, the current physical progress of project is 52.64%, on termination date i.e. 19th Jan 2022 the project progress was 21% and upto last review meeting on 17.05.2023 the progress was 51% only i.e. 1.64% progress achieved from 17.05.2023. Manpower deployment was also very less on site i.e. 15 against the minimum requirement of 100 manpower.

   Contractor replied that he has achieved 5% in last 15 days, T.L. PMC was told that we have already visited the site on 24.06.2023, no progress was observed.

   MD sir instructed to contractor to expedite the progress of work & achieve the committed progress within 7 days, otherwise order of termination of contract which is already issued will be implemented.

3. Omkareshwar Sewerage Project:- (Vishesh Nidhi)
   DPD (T) was told that work on all fronts are in progress but more manpower is required to complete the work. It is not possible to complete the work upto 31.07.2023 with present deployment of manpower & peak of work.
   Contractor was replied that the work on all fronts are in progress, all electrical & mechanical equipments have been procured, installation work is in progress and all works will be completed within 2 months.
   It was instructed to contractor to increase manpower & complete the work soon, because it is already committed by contractor to complete work upto 31st July

4. Nemawar Sewerage Project:- (Vishesh Nidhi)
   DPD (T) was told that the work progress is extremely very slow, only 15 Manpower has deployed on site, work is in progress only on STP site not on all fronts. T.L, PMC & PM, PIU was told that no work on IPS-2 in running since last 6 months & on IPS-1 only PCC work was done, in MPS 1st raft casted and Work in Kayakalp roads was

retaining wall was also returned to the contractor for resubmission by comparing it with previous site because as per agreement it is a part of a work.

d. Managing Director MPUDC instructed to the contractor and PIU to submit the all-related document within two days and increase the manpower for the remaining works and complete the project by July 31st 2023. It was also directed to submit the compliances of all left out area in order to cover 100% area of municipal council immediately.

10. Package 2F (Anjad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.
- The Chair shows his extreme displeasure towards the delay in hydro testing of laid pipelines and constructed manholes by the Contractor. It was instructed to the Contractor's representative to carry out hydro testing of the laid pipe and constructed manhole by deploying required manpower and machinery on top priority.
- It was informed by the Contractor that the trial run of Anjad Sewerage Schemewill commenceby31.07.2023. In this regard, it was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Anjad Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The Contractor was also instructed for the submission of variation regarding saving immediately.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 30.09.2023.

11. Package 2G (Barwaha):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed the Contractor to deploy more nos. of manpower, materials, and machinery on all the available fronts simultaneously.
- It was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Barwaha Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme. It was informed by the Chief Engineer MPUDC, Bhopal that despite a letter from the MD, MPUDC, Bhopal the CMO Nagar Parishad, Barwaha is failed to pay the remaining due to the MPPKVVCL and due to the same MPPKVVCL is not providing the new connections at IPS, MPS & STP. The above matter was discussed at length and finally, it was decided that the MPUDC will pay the remaining due of Nagar Parishad, Barwaha to MPPKVVCL as a loan to Nagar Parishad, Barwaha after the approval of the proposal by MD, MPUDC, Bhopal so that the work will not be suffered due to the above reason.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.12.2023.

12. Package 2H (Sanawad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, instructed to the Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC HDPE pipes, Manhole Frame and Cover, etc. at the site.
- It was informed by the Contractor's representative that they will complete the work up to GL at all the components of STP at the end of July-2023.
- It was also instructed to the Contractor's representative that looking to the deadline of Phase-I load period maximum work under the above package to be completed by December-2023 so that the same can be claimed under Phase-I.
- It was instructed to the Contractor's representative for the submission of remaining designs & drawings as well as delay analysis as of now so that the delay attributable to the Employer and the Contractor will be finalized.

13. Package 5G (Saikheda):

- In the review meeting contractor representative has committed tocommence the trial run before 31st July 2023
- It was instructed by Chief Engineer to contractor to ensure the trial run work should commence before given time.

14. Hoshangabad Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. & told that the work Order for this project had been issued to contractor on dated 12.05.2023 to M/s Bhugan Infracon Ltd Ahemdabad. Contractor has mobilised the staff and procument started. Laying of pipe line on kayakalp road has been done of 138m length of network Managing Director had directed to contractor to expedite the work & complete kayakalp road within one month.

15. Narsinghpur Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. It was told Kayakalp Abhiyan construction of 3 No of manholes was still pending. The contractor (M/s Bhugan) has committed to complete all the works by 15th July 2023.

M/s Bhugan has committed to complete all the Design-Build (DB) phase works by Dec 2023.

16. Mandla Sewerage Project (KfW):-

The DPD (T) briefed the chair about current status of project. It was told by DPDT that in order to complete the work in time contractor shall have to deploy min 500 manpower while still deployed 135 and to submit balance drawing, design & document within 15 days. In Kayakalp Abhiyan it was also told that 100m sewage network was still pending which need to be expedited. The Hydrotesting for RCC pipes not done so far by the contractor which need to expedite Manpower for House connection works needs to be increased and property surveys have to be done in parallel. Managing Director had instructed to contractor to increase the manpower & submit the balance drawing and design within 15 days & complete the work in time.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/ Bhopal Dated.....

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Shahdol.
8. Team Leader, PMC, World Bank/kfw/Vishesh Nidhi/ADB/ADB (AF) for information and to attend
9. M/s Engineering & Professional Co. Pvt. Ltd.
10. M/s Anau Infra construct Pvt. Ltd.
11. M.s J.M Ramani Co & Pvt. Ltd.
12. M/s J.M Vaghasiya Pvt. Ltd
13. P. Das Infrastructure Pvt. Ltd., Yogi Construction Co. JV. for information and compliance.
14. Abegna Agua SA in JV with m/s Bhugan Infra for information and compliance
15. M/s Darshil Buildcon
16. M/s Bhugan Infracon Ltd. Ahemdabad
17. M/s Jai Vanadi Infracon Pvt. Ltd Ahemadabad.
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

STATEMENT SHOWING RECOVERIES FROM M/S.CHANDRA NIRMAN PVT. LTD for Dindori Sewerage Project

(AS PER CONTRACT DATA CLAUSE 2? - PENALTY)

S.No.	NAME OF SEWERAGE PROJECT/ULB	ORIGINAL TENDER AMOUNTS		BALANCE WORK CONTRACT AMOUNTS		Clause no. 28(e)- Forfeture of Security Deposit amount as per clause 30 of GCC	Clause no. 28(b)- 20% amount of the value of work not completed as estimated by the owner	Clause no. 28(c)- Liquidated damages amount imposed as per clause 15 or performance security including additional performance security (if any as per clause 29 of GCC), whichever is higher Annexure-P compensation of delay	Maximum amount of Col 9	Recovery amount as per final bill (Proposed)	Total Amount to be recover (col. 7+8+10+11)	Physical/ Financial progress at the time of termination (%)	Termination Date
		BID AMOUNT	LOA AMOUNT	BID AMOUNT	LOA AMOUNT								
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	DINDORI												
	DESIGN & BUILD	21,39,00,000	22,05,00,000	17,52,78,000	22,23,40,143	1385434	57612283	col (3) x 10% = 22050000	22050000	434340	80096623	23/15	19.01.2021
	OPERATION & MAINT		9,48,35,792		9,95,45,287			Performance SD = 17116000					
	TOTAL		31,53,35,792		32,18,85,430								

A- Total Amount to be recover Rs. 80096623

B- Total Amount with MPUDC Rs. 19380448 (Annexure-B)

C- Net Amount to be recover Rs. 60715175

Annexure - B

Statement Showing the details of amount Payable To the contractor Chandra Nirman Pvt. Ltd. for Dindori Sewerage Project

S.No	Name of Sewerage Project	Amount with MPUDC			
		Performance S.D	Security Deposite	Withheld Amount	Total
1	2	3	4	5	6
1	Dindori	17116000	1385434	879014	19380448

Penalty as per GCC Clause 28 (b) of Agreement

(A) Dindori

1. Amount put to tender	-	Rs. 213900000
2. LOA Amount DBO	-	Rs. 315335792
3. Total amount of work done upto 10th RA bill	-	Rs. 27708683
4. Amount of 11th & Final bill	-	Rs. (-) 434340
5. Net Amount of work done	-	Rs. 27274343
6. Net amount of work not done by contractor as per agreement (2)- (5)	-	Rs. 288061418
7. Penalty as per GCC clause 28 (b) @ 20% of the value of work not done by contractor i.e. (288061418 x 0.20)	-	Rs. 57612283

accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

20. Extra Items

20.1 All such items which are not in the priced BOQ shall be treated as extra items.

21. Payments for Variations and / or Extra Quantities

21.1 The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-

a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.

b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.

c. If the rates of the altered or substituted work are not provided in applicable SOR such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.

d. If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.

e. If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.

f. But under no circumstances, the contractor shall suspend the work on the plea of non acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. No compensation for alterations in or restriction of work to be carried out.

22.1 If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.

22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.

22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:

(a) Appropriating, in part or whole of the Performance Security and additional Performance Security , if any; and/or Security deposit and/or any sums payable under the contract to the contractor..

(b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor of the department, including the securities which become due for release.

(c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code..

25. Tax

25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the rates shall be excluding excise duty exemption on pipes as per Norms

25.2 The liability, if any, on account of quarry fees, royalties, octrol and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

25.3 Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.

26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s) and the former will become the basis of the payment.

26.3. Any over excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

27.1 If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

27.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor

a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;

b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;

d) the Contractor does not maintain a valid instrument of financial Security, as prescribed;

e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;

f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.

g) if the Contractor, in judgemental of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;

h) Any other fundamental breaches as specified in the Contract Data.

27.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.

27.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on that measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.

28.2 payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

28.3.1 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have

(R.K. Vyas)
Engineer-in-Chief

Dindori

Contract Data

Clause reference	Particulars	Data
1.14	Employer	MADHYA PRADESH URBAN DEVELOPMENT COMPANY
1.15	Engineer	PROJECT MANAGER, PROJECT IMPLEMENTATION UNIT(PIU), INDORE
1.16	Engineer in charge	Project Manager, PIU, Indore
1.22	Stipulated period of completion	24 months
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	
5	Subcontracting permitted for contract value	25% of the Contract value
6	Technical Personnel to be provided by the contractor – requirement &	As per Annexure I (Format I-3)
	Penalty, if required Technical personal not employed	Rs. 20,000/- per month
10	Specifications	Annexure E
	Drawings	As per Annexure N
12	Competent authority for deciding dispute under Dispute resolution system	Deputy Project Director (Technical) of MPUDC
	Appellate Authority for deciding dispute under Dispute resolution system	Engineer –In-Chief, MPUDC
13	Period of submission of updated construction program	30 days upon signing the agreement
	Amount to be withheld or not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	Deputy Project Director (Technical) of MPUDC
15	Milestones laid down for the contract	YES
	If Yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipments for lab	As per Annexure Q
	Time to establish lab	2 months of signing the agreement
	Penalty for not establishing field Laboratory	0.20% of the Contract amount till the establishment of Lab
18	Defect Liability Period	60 Months after physical completion of work
21	Competent authority for determining the rate	Engineer-In-Chief
27	Any other conditions for breach of contract	Not applicable

50

(P.K. Vyas)
Engineer-in-Chief
PWD, Bhopal
Govt. of M.P.

CHAMUNDA NIRMAN (I) PVT. LTD.

Dindori

Clause reference	Particulars	Data
28	Penalty	Penalty shall believed on the contractor which includes a. forfeiture of security deposit as per clause 30 of GCC, and b. 20% of the value of work not completed as estimated by the Owner, and c. Liquidated damages imposed as per clause 15 of performance security (guarantee) including additional performance security (guarantee), if any as per clause 29 of GCC, whichever is higher (i) If the above penalty in total is greater than the sums due to the Contractor, the Contractor shall pay the balance to the Owner; or (ii) If such penalty in total is less than the sums due to the Contractor, the Owner shall pay the balance to the Contractor.
29	Performance Guarantee (security) & Additional Performance Guarantee (Security) shall be valid up to	Valid Contract Period plus 3 months & will be returned after issue of physical completion certificate as per clause 35.1
30	Security deposit to be deducted from each running bill	As the rate of 5 %
	Maximum limit of deduction of security deposit	Up to 5 % of Final contract amount and will be returned after successful completion of defect liability period.
31	Price adjustment formula and procedure to calculate	As per Annexure R (NOT APPLICABLE)
31.1(1)	Price adjustment shall be applicable	(NOT APPLICABLE)
32	32.1 Mobilization and Construction Machinery Advance applicable	Yes
	32.2 If yes, unconditional Bank Guarantee	In the format prescribed in Annexure - 6
	32.3 If yes, Rate of interest chargeable on advance	Interest rate as per notified bank rate on the date of inviting tender
	32.4 If yes, Type & Amount payment that can be paid	1. Mobilization advance-Not more than 10% of Capital Cost of the work.
	32.5 If yes, Recovery of Advance payment	Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the Capital Cost of work is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the Capital Cost of work is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrue from the day of payment of advance and the recovery of interest shall commence when 10% of the Capital Cost of work is executed and shall be completed by the time work equivalent to 80% of the Capital Cost of work is executed.

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

GHANSHYAM PVT. LTD. RAIPUR (CG)

Annexure – P

(See clause 10 of Section 3 of GCC)

COMPENSATION FOR DELAY

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor as per following scale:–

i. Slippage up to 25% in financial target during the milestone under consideration – 2.5% of the work remained unexecuted in the related time span.

ii. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.

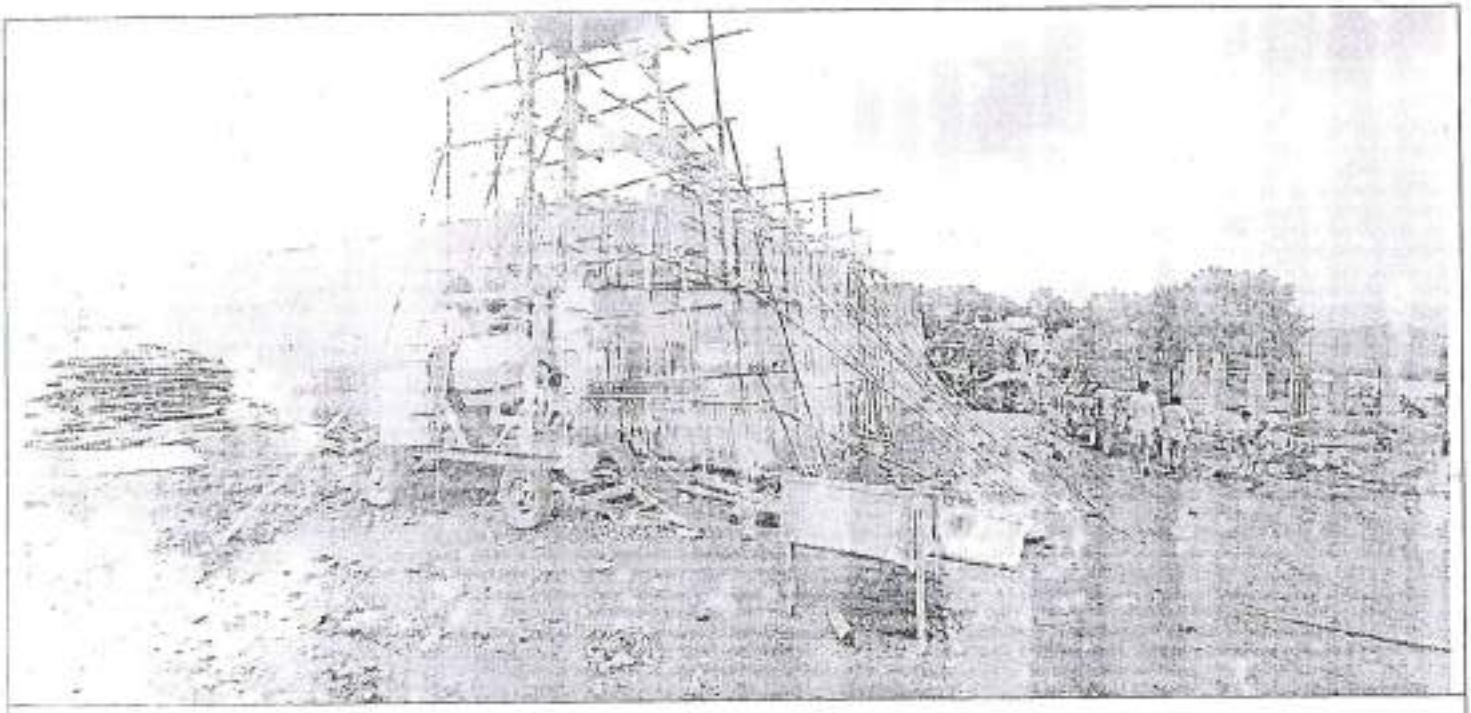
iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction – 7.5% of the work remained unexecuted in the related time span.

iv. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.

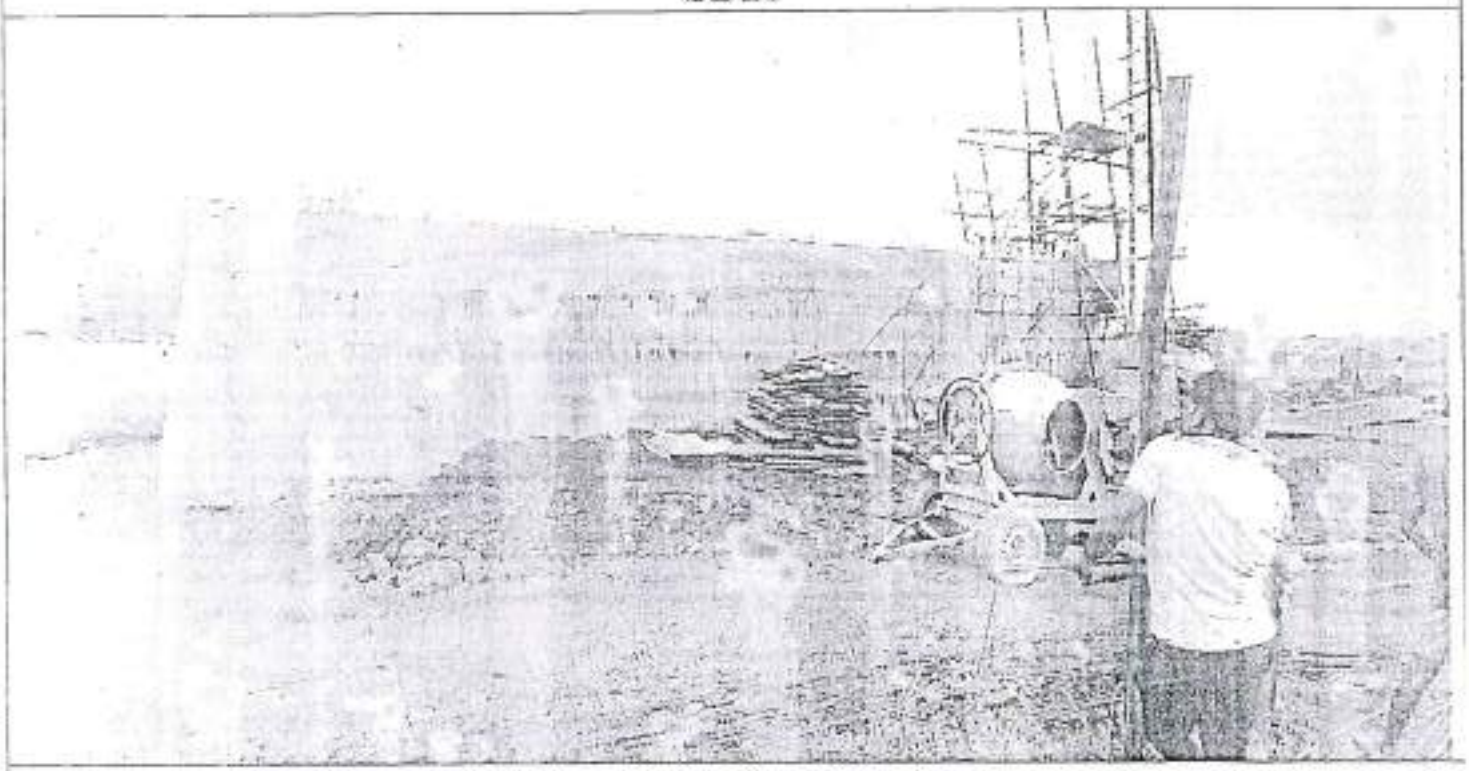
Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

The decision of Managing Director of MPUDC after scrutiny and recommendation by Deputy Project Director (Technical)/Engineer-in-Chief MPUDC shall be final and binding upon both the parties.

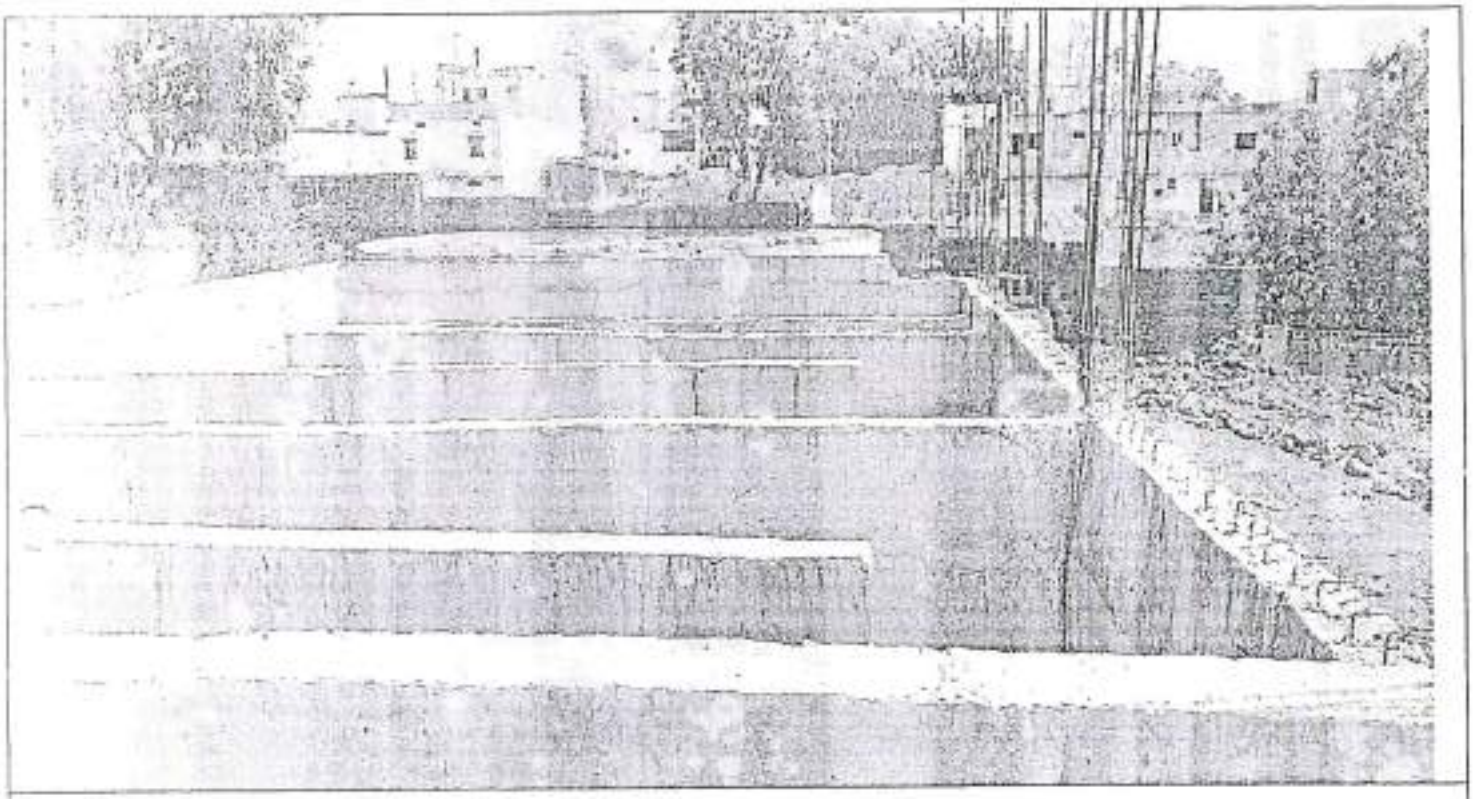
[ANNEXURE-33]



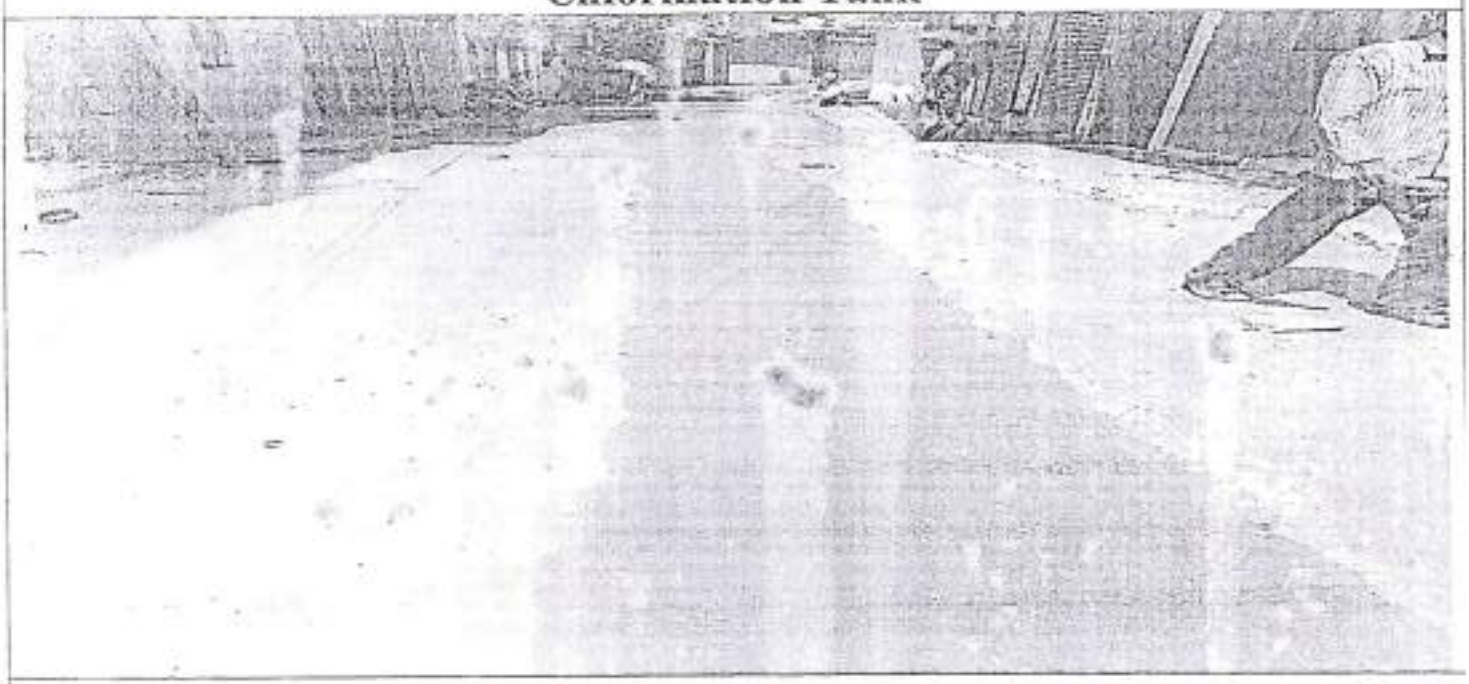
SBR

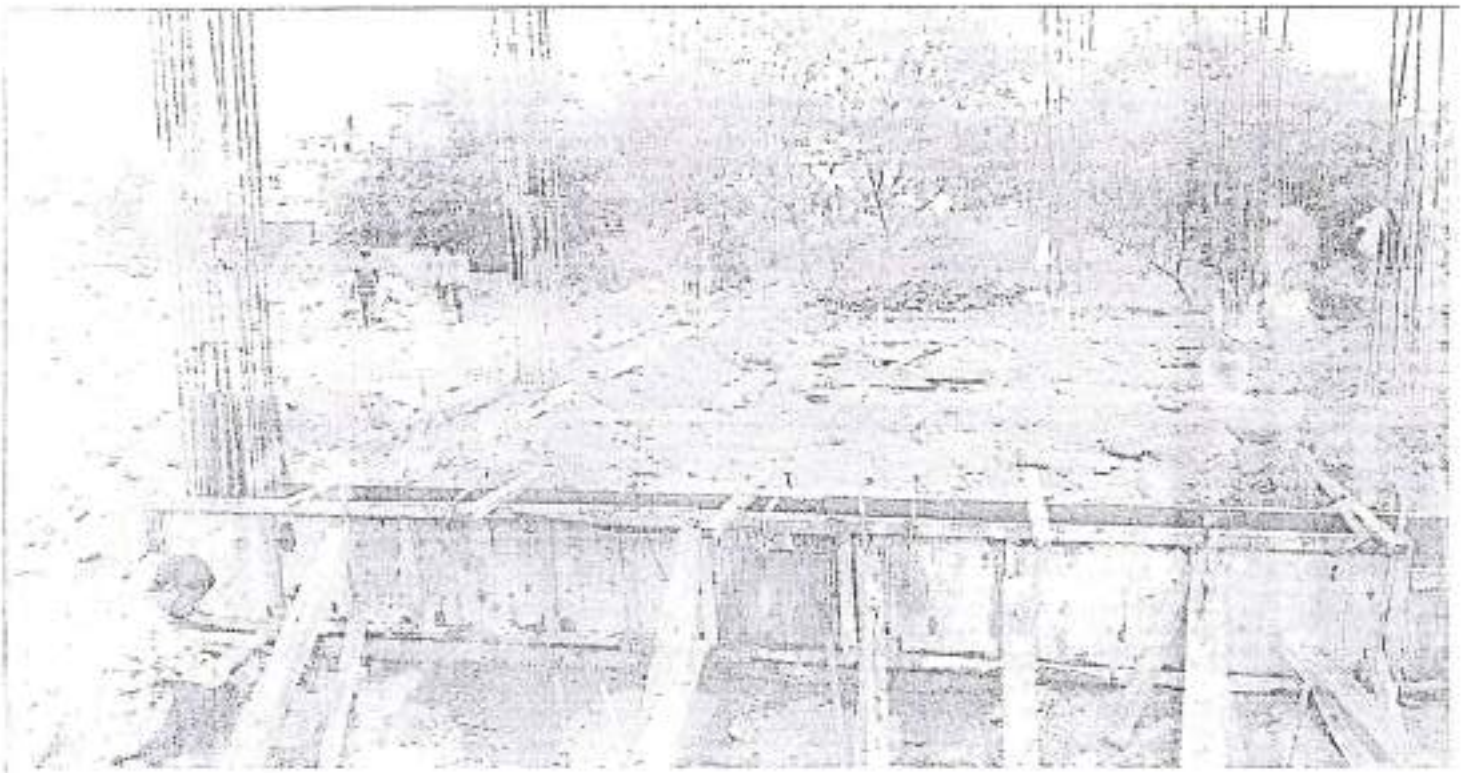


SBR Basin

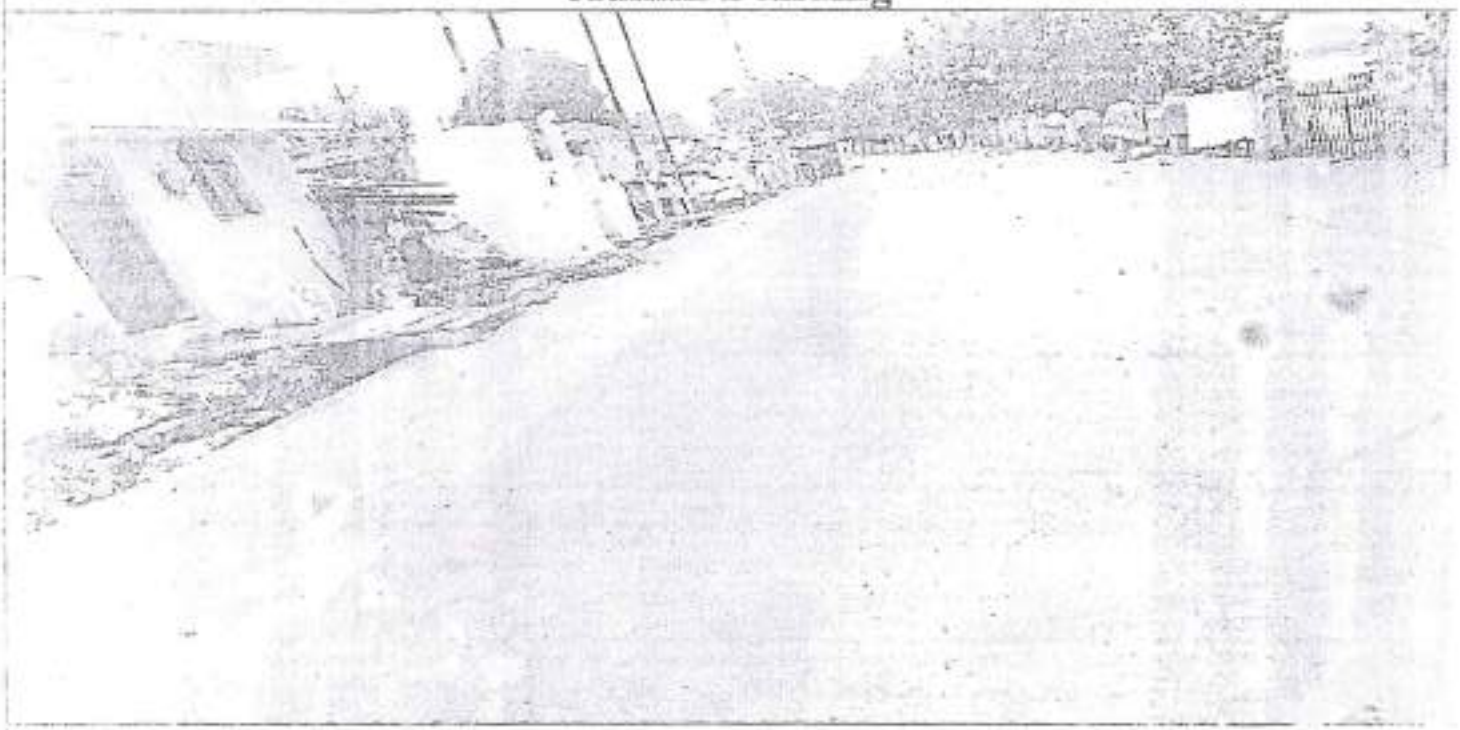


Chlorination Tank





Admin Building



Road Restoration

Annexure R-4 (Colly.)

Construction of Sewerage Project at Mandla

For construction of sewerage Project at Mandla, MPUDC had called tender & allotted to M/s Jayvarudi Infracon Pvt. Limited., Gujrat on dated 27.12.2019 and agreement was executed on 11.06.2020. Thirty Six months (i.e. upto 25.06.2023) time was given to complete the work. The contractor has requested a time extension for 25.06.2024 as per the MPUDC letter dated 30 June 2023. Due to slow progress of work inspite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress. Therefore MPUDC has decided that the project should be extended till 25th May 2024. Time has given of 11 months (i.e. upto 25.05.2024) to complete the work.

Following are the status of progress the work at the time of termination of contract and present upto date progress of work.

S.No	Components	Total Qty	Progress till 30.06.2023	Upto Date Progress 30.08.2023
1	Sewerage Network	135.429 Km	91.495 Km	91.858 Km
2	House Service connections	13,200 no's	0	0
3	Road Restoration	91.858 Km	86.973 Km	90.428 Km
4	STP-01 (7.75 MLD)	1 Job	53.30% (Civil work)	57.4%(Civil work)
5	STP-02 (1.75 MLD)	1 Job	7.18% (Civil work)	9.15%(Civil work)
6	IPS-1 (Mandla)	1 Job	84% (Civil work)	92.50% (Civil work)
7	IPS-2 (Mandla)	1 Job	78% (Civil work)	78% (Civil work)
8	IPS-3 (Mandla)	1 Job	81% (Civil work)	84.6% (Civil work)
9	IPS-4 (Mandla)	1 Job	80.2% (Civil work)	80.2% (Civil work)
10	IPS-5 (Mandla)	1 Job	39.5% (Civil work)	39.5% (Civil work)
11	IPS-6 (Mandla)	1 Job	77% (Civil work)	83.50% (Civil work)
12	IPS-1 (Maharajpur)	1 Job	61.5% (Civil work)	61.5% (Civil work)
13	IPS-2 (Maharajpur)	1 Job	96% (Civil work)	96% (Civil work)
14	IPS-3 (Maharajpur)	1 Job	96% (Civil work)	96% (Civil work)
Overall all Physical Progress			51.16%	53.50%
Overall all Financial Progress			45%	46.37%

Reason for delay in completion of work is mainly due to very slow progress was COVID-19 and also rain. Expected time to complete this project is 25.05.2024.

Mark Wrigley
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

Mandla Sewerage Project at Mandla

Sr. no	Date	Details of actions taken for the work
1	2	3
1	27.12.2019	The work of Mandla Sewerage Project was awarded to M/s Jayvarudi Infracon Pvt. Limited, Gujrat, vide LOA No. PMU/KfW/2019/10318 Bhopal dated 27.12.2019. Time allowed for complete the work is Thirty six months from the date of signing the contract agreement. [Annexure-1]
2	29.09.2018	Contract agreement was signed on 11.06.2020 and Commencement date was 26.06.2020. Hence time allowed to complete the work upto 25.06.2023 [Annexure-2]
3	10.05.2023	Letter was written to contractor regarding Non fulfilment of financial progress from self-committed financial target vide letter no. 3763/MPUDC/PMU Bhopal dated 10.05.2023 [Annexure-3]
4	10.05.2023	Letter was written to contractor regarding Review meeting on slow progress of work vide letter no. PMU/KfW/2023/3771 Bhopal dated 10.05.2023 [Annexure-4]
5	06.04.2023	Letter was written to contractor regarding Non fulfilment of financial progress from self-committed financial target upto March 2023, letter no. 2766/MPUDC/PMU Bhopal dated 06.04.2023 [Annexure-5]
6	31.03.2023	Letter was written to contractor regarding site visit report visited by PMC, letter no. PMU/KfW/2023/2522 Bhopal dated 31.03.2023 [Annexure-6]
7	02.02.2023	Letter was written to contractor regarding Non achieving of overall progress of work , letter no. 841/MPUDC/PMU Bhopal dated 02.02.2023 [Annexure-7]
8	19.06.2023	Letter was written to contractor regarding Non Compliance on health and safety issues at the sites, letter no. PMU/KfW/2023/5141 Bhopal dated 19.06.2023 [Annexure-8]
9	14.06.2023	Letter was written to contractor regarding Non fulfilment of financial progress from Revised financial target upto may 23 vide letter no. 4977/MPUDC/PMU Bhopal dated 14.06.2023 [Annexure-9]
10	17.05.2023	Letter was written to contractor Completing pipe laying and other allied works on the roads considered in kayakalp abhiyan by concerned ULB vide letter no. MPUDC/PMU/KfW/2021/4029 Bhopal dated 17.05.2023 [Annexure-10]
11	09.05.2022	Letter was written to contractor regarding slippage in physical progress and delay in submission of design and drawing, letter no. 4049/MPUDC/PMU Bhopal dated 09.05.2022 [Annexure-11]

Mandla Sewerage Project at Mandla

12	14.09.2022	Letter was written to contractor regarding slippage in financial progress against required target upto August 2022, letter no. 7780/MPUDC/PMU Bhopal dated 14.09.2022 [Annexure-12]
13	06.12.2022	Letter was written to contractor regarding slippage in financial progress against required target upto November 2022, letter no. 10386/MPUDC/PMU Bhopal dated 06.12.2022 [Annexure-13]
14	09.08.2023	Minutes of Meeting –Progress review meeting chaired by Technical officer letter no. PMU/KfW/2023/6782 Bhopal dated 09.08.2023 [Annexure-14]
15	30.06.2023	Letter was written to contractor regarding Provisional 1st time extension letter no. PMU/KfW/2023/5568 Bhopal dated 30.06.2023 [Annexure-15]
16	05.07.2023	Minutes of Meeting –KfW Progress review meeting letter no. PMU/KfW/2023/5747 Bhopal dated 05.07.2023 [Annexure-16]
17	02.06.2023	Minutes of Meeting –Pending CM Helpline complaints as on 01.06.2023 chaired by RE-PMC dated 02.06.2023 [Annexure-17]
18	10.05.2022	Letter was written to contractor regarding MOM held on 14.03.2022 vide letter no. PMU/KfW/2022/4109 Bhopal dated 10.05.2022 [Annexure-18]
19	12.07.2023	Letter was written to contractor Response to Extension of time (EOT) Request letter no. PMU/KfW/2023/5987 Bhopal dated 12.07.2023 [Annexure-19]
20		Present Status of work [Annexure-20]
21		Recent Photographs of the works [Annexure-21]

Mark Whippey
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

LOA

Madhya Pradesh Urban Development Co. Limited
(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank 8, Arera Hills Bhopal
Tel: + 91-755-2762825, 2763060 Email: einc@mpudc.co.in, kbhatnagar@mpurban.gov.in,
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2019/10318 Bhopal Dated: 27 December 2019

To,

M/s Jayvarudi Infracon Pvt. Limited
210, 2nd Floor, Sundaram Arcade
Opp. Sukan Mall, Science City Road
Sola, Ahmedabad, Gujrat-38060
Email- jayvarudiinfraconpvtltd@gmail.com,
Kind Attention: Mr. B.L. Vaghela

Subject: Notification of award of contract under the KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme - **MPUSEP - Package 5- Mandla Sewerage Project**

Ref: Your bid submitted against **NIT No.** MPUDC/KFW/2019/4945 Dated 05/07/2019 (4th call) for Package 5

We are pleased to notify that your bid for the Package no 5 under the KfW Bank, funded Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP) against NIT no. MPUDC/KFW/2019/4945 Dated 05/07/2019 - Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Mandla** Nagar Palika, District **Mandla** of Madhya Pradesh and Operate and Maintain the Built System for 10 Years" (note the contract formed will now be referred to as **"MPUSEP - Package 5- Mandla Sewerage Project"**) - is hereby accepted for the Contract Amount given as under:

Design Build Price (D1)	INR 88,44,40,393.00
Provisional Sum (during design build period) (D2)	INR 2,50,00,000.00
Total (D1+D2)	INR 90,94,40,393.00
Operation & Maintenance Cost for 10 years	
Fixed Cost	INR 5,65,00,000.00
Variable cost for Energy*	INR 6,12,88,889.83
Variable cost for Consumable*	INR 4,49,91,130.28
Total for O&M cost (OM1)	**INR 16,27,80,020.11**
Provisional Cost during O&M for Extension of network and connections in areas beyond the scope defined in the contract (OM2)	INR 50,00,000.00
Grand Total (D1+D2+OM1+OM2)	**INR 107,72,20,413.11** [INR One Hundred Seven Crore Seventy Two Lakh Twenty Thousand Four Hundred Thirteen and Paise Eleven Only]
*** Note: The variable price will be finally worked out on the basis of actual waste water treated/ actual quantity of dry sludge disposal/consumables used etc. and other such parameters as given in BoQ.**	

Prior to contract signing, you are required to:

1.) furnish the Performance Security pursuant to Clause 6.5 of ITB and 5.5.1 of GCC read with clause 25 of Special Condition of Contract for an equivalent amount of total Five percent (5%) of Accepted Contract Amount of Design Built cost (excluding provisional sum) which works out to Rs. 4,42,22,020/- (Rs. Four Crore Fourty two Lakh Twenty

Two Thousand Twenty only), in the respective form as per Contractors Bid Form: Part-II for the Design Build Period (2 years) plus Defect Liability Period (3 years after commissioning) period plus 180 days as specified in the Bid document;

2.) furnish an Additional Performance Security amounting Rs. 2,72,28,621/- (INR Two Crore Seventy Two Lakh Twenty Eight Thousand and Six Hundred Twenty one only) for the contract period plus 180 days as specified in the Bid document. This is further clarified that the SCC clause 25 (e) applies to the additional performance security and this shall be released only at the end of the O&M period;

3.) furnish the Performance Security and Additional Performance Security (as given in 1 and 2 above) within 15 days in accordance with the Clause 6.5 of ITB/BDS and Condition of Contract (GCC clause 5.5.1 (2) and 5.5.1 (3) and SCC clause 25;

4.) to submit the detailed Design Build Plan, Operation and Maintenance Plan clearly detailing the sludge management plan, the detailed list of experts/ professionals and equipment to be engaged with the project.

5.) You are required to furnish the details required in 4 above within 7 days.

Please note that this "Notification of Award" is issued to you pursuant to clause 6.3 of the ITB. The form of contract and other contract documents, pursuant to clause 6.4(1) of the ITB, will be sent to you after receiving the details required in point no. 4 above.

— sd —
(M.K.Acharya)
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.
Bhopal

No. PMU/KfW/2019/1039 Bhopal Dated: 27 December 2019

Copy to:

1. PA to Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
2. Engineer-in-Chief, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
3. Financial Controller, MPUDC, Bhopal for information and record
4. Project Manager, Project Implementation Unit, MPUDC, Jabalpur for Information and further action.
5. Executive Engineer, Jabalpur Division, Urban Administration and Development, Jabalpur for information
6. Chief Municipal Officer, Nagar Palika Parishad, Mandla, District Mandla for information and to attend the office of MPUDC for signing of Tri-partite Project Implementation Agreement
7. Team Leader, Project Management Consultant, MPUSEP, Bhopal for information

27/12/19
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

O/C

Contract of Agreement.

FORM OF CONTRACT

THIS First Agreement is made and entered into this day of

Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at First Floor, MP Rajya Krishi and GraminSahkari Bank, 8 Jail Road, Arera Hills, Bhopal (hereafter the "Owner")

– and –

Jayvarudilufracon Private Limited, Ahmedabad (JVPIL)incorporated under the laws of India with its principal place of business at 210,2nd Floor Sundaram Arcade oppShukan Mall Science City Road,Sola,Ahmedabad 38060,Gujrart, Email XXXXXXXXX (hereafter the "Contractor")

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to **Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, sewage treatment and disposal system of Mandla, district Mandla of Madhya Pradesh**

4. The Contractor has represented to the Owner that it has the skills and ability to **Survay, review the designs, redesign where necessary and build sewage collection and conveyance system, sewage treatment and disposal system of Mandla, District Mandla of Madhya Pradeshin** an economical and effective manner with reduced cost and increased profitability and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No. 4945 with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfil the Design-Build Services (FIDIC Yellow Book) set out in the Technical Specification;

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor's parent company [or shareholders of a joint venture company] has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts;

THIS Second Agreement is made and entered into this day of 11th June 2020

Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at First Floor, MP Rajya Krishi and GraminSahkari Bank, 8 Jail Road, Arera Hills, Bhopal (hereafter the "Owner")

– And –

Jayvarudilnfracon Private Limited, Ahmedabad (JVPIL incorporated under the laws of India with its principal place of business at 210,2nd Floor Sundaram Arcade oppShukan Mall Science City Road,Sola,Ahmedabad 38060,Gujrart Email XXXXXXXX(hereafter the "Contractor")

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to Operate and maintain the system-built sewage collection and conveyance system, sewage treatment and disposal system of Mandla, District Mandla of Madhya Pradesh for 10 years.

4. The Contractor has represented to the Owner that it has the skills and ability to OPERATE AND MAINTAIN THE BUILT SYSTEM FOR TEN (10) YEARS in an economical and effective manner with reduced cost and increased profitability and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No.122with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Technical Specifications;

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor's parent company [or shareholders of a joint venture company] has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract to Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, sewage treatment and disposal system of Mandlanagarpalika, district Mandla, madhyapradesh and operate and maintain the built system for 10 yearsbetween the Owner and the Contractor (the "Contract") consists of the following documents (collectively, the "Contract Documents"), and each of the following shall be read and construed as an integral part of the Contract:

(a) Form of Contract;

(b) Special Conditions of Contract (Appendix 1 to the General Conditions of Contract);

(c) General Conditions of Contract; and

(d) Remaining appendices to the General Conditions of Contract.

(e) The Employer's Requirements

(f) The completed Schedules

(g) The Contractor's Proposal

(h) Declaration of Undertakings

1.2 Order of Precedence

(1) In the event of any ambiguity or conflict between the Contract Documents listed in Section 1.1 of this Form of Contract, the order of precedence shall be the order in which the Contract Documents are listed in Section 1.1 of this Form of Contract.

(2) Notwithstanding Section 1.2(1) of this Form of Contract and any other term or condition in the Contract Documents, if any statement or provision in General Conditions of Contract, is not consistent with or conflicts with any other term or condition in the remainder of the Contract Documents, the remainder of the Contract Documents shall govern.

(3) For the purposes of funding and convenience of operation, two separate contracts are being entered in: First Contract covering to Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, sewage treatment and disposal system of Mandlanagarpalika, district Mandla of madhyapradeshand Second contract for O&M for ten subsequent years, however, it is expressly understood that the contract documents are one composite document for the entire scope of works and applies to both the contracts.

1.3 Definitions

(1) Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of Contract and Appendices to the General Conditions of Contract

ARTICLE 2 –CONTRACTOR'S COMPENSATION AND TERMS OF PAYMENT

2.1 Contractor's Compensation

The Owner hereby agrees to pay to the Contractor the Contract Price, in consideration of the performance by the Contractor of its obligations hereunder, and the Contract Price is: [105,18,39,750 One hundred five crores Eighteen Lakhs thirty nine thousands seven hundred Fifty].

Note that the Design-Build Price (for Design-Build Services) will be for a total amount while the Operations and Maintenance Payments (for Operations and Maintenance Services) will be an amount for each month the Contractor operates the New Facility, as specified in the Contractor's Price Schedules or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment

The terms and procedures of payment by which the Owner will compensate the Contractor are set out in the General Conditions of the Contract.

JAYVARUDI INFRACON PVT. LTD.

Authorised Signatory

Engineer-in-Chief 6/20
MPUDC, Bhopal
Govt. of M.P.

ARTICLE 3 – EFFECTIVE DATE AND STARTING DATES

3.1 Effective Date and Starting Date

The Effective Date, the Design-Build Starting Date and Operations and Maintenance Starting Date for the Contract are as below.

Effective Date: The date of signing the agreement

Design-Build Starting Date: not later than 14 days from the Effective Date

Operations & Maintenance Starting Date: the date on which the completion certificate on Design and Build service is issued by the Engineer in Chief

IN WITNESS WHEREOF the Owner and the Contractor have caused this Form of Contract to be duly executed by their duly authorized representatives.

EXECUTED as of the date first written above.

[OWNER]

By: _____ 11/6/10

Name: MANOJ KUMAR ACHARYA

Title: Engineer-in-Chief

Witness: Kamlesh Bhatnagar

[THE CONTRACTOR]

By: _____

Name: Vijaybhai Ramjibhai Patel

Title: For Jayvarudi Infracon Private Limited, Ahmedabad (JVPIL) 210,2nd Floor Sundaram Arcade opp Shukan Mall Science City Road,Sola,Ahmedabad 38060,Gujrart

Witness: _____

[PARTNER(S) OF THE CONTRACTOR]

By: _____

Name: Arvind Sharma

Title: _____

Witness: _____

Award of Contract

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank, 8, Arera Hills, Jail Road, Bhopal, M. P., India
Tel: + 91-755-2763060, Email: encudc@gmail.com
(CIN No. U75110MP2015SGC034139)

PMU/KfW/2020/ 2896 Bhopal, Date: 21/05/2020

To,

M/s. Jayvarudi Infracon Pvt. Ltd.
210, 2nd Floor Sundaram Arcade, Opp,
Shukan Mall Science City Road, Sola
Ahmedabad – 380060 (Gujarat)

Subject: Award of Contract under the KfW Bank funded MPUSEP – Package – 5 Mandla Sewerage.
Ref: 1. LoA No. PMU/KfW/2019/10318 dtd.27/12/2019
2. Email dtd.14/05/2020 from Project Manager, KfW Bank, Germany.

You are requested to take note of reference at S.No.1 related to Notification of Award of Contract under the KfW Bank funded MPUSEP – Package – 5 Mandla Sewerage issued to you. Based on the KfW Bank's "No. Objection" to draft agreement on 14/05/2020, you are requested to sign the contract document immediately. In this context, you are hereby requested to appear in the office of the undersigned on any working day after getting appointment on phone.

21/5/20

(M. K. Acharya)
Engineer in Chief, MPUDC
Bhopal

PMU/KfW/2020/2897 Bhopal, Date: 21/05/2020

Copy to:-

1. Managing Director, M.P. Urban Development Company, for information please.
2. Team Leader, GITEC-IGIP, for information and necessary action.
3. Project Manager, PIU, MPUDC, Jabalpur for information and necessary action.

21/5/20

Engineer in Chief, MPUDC

Slippage.

RS/2956

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 3763 /MPUDC/PMU/ Bhopal, ~~08.05.2023~~ 10/05/2023

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com
Kind Attention- Mr. B.L. Vaghela

Sub: MPUSEP –Mandla Sewerage Project - Package 05 -Regarding non fulfilment of Financial Progress from Self Committed Financial Target up to April 2023.

Ref: (i) LoA No. PMU/KfW/2019/10318 Bhopal dated 27.12.2019
(ii) Agreement dated 11.06.2020
(iii) Your Self committed financial target in Dec.2022

As per above subject your work overall physical progress is **47%** and financial progress is **42.58 %** while up to this period the physical work should be completed about **82 %**

As per your self-committed target of April'23 of Rs. **19.51 Cr.** including slippage, you have achieved Rs.**3.20 Cr.** financial target which is lagging by about Rs. **16.31 Cr.** and your overall physical progress also lagging behind **35 %** less looking to your completion time 26th June 2023 (including three months trial run).

Please note that if you will not fulfill the self-committed target in the month of May'23 i.e **Rs 24.81 Cr.** (Rs 8.50 Cr. May + Rs.16.31 Cr. carry over month) then 10 % amount of financial non achievement difference target shall be withheld as L.D in June 2023-month bill.

10.05.2023

Dy. Project Director (T)
MPUDC, Bhopal

Encl.: As above

No. 3764 **/MPUDC/PMU/** 10/05/2023

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

10.05.2023 DPDT

Slipping

PS/2939

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex Zone-1, M.P. Nagar, Bhopal Madhya Pradesh, India
Tel:+91755-2763062, Email:kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 3771 **Bhopal,** 10 **/05/2023**

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com

Sub: MPUSEP –Mandla Sewerage Project - Package 05 -Regarding review meeting dated on 16-05-2023
Ref: (i) Agreement dated 11.06.2020

A review meeting for MPUSEP Package-05: Mandla Sewerage Project is scheduled at MPUDC, Bhopal from 11:00 AM dated 16-05-2023. Concerned Project Manager, PMC official's, authorized representative of contractor, and concerned PMU officials are required to attend. Following points shall be discussed in the meeting:-

1. Non-Achievement of targeted monthly progress to complete the project on-time.
2. In-efficiency in submitting the quality design and drawing of works.
3. Status of design and drawing submission and how many are vetted till today.
4. Discussion on revised work schedule plan by contractor.
5. Non-compliance of Technical specification related to site regulations and safety.

Contractor is required to attend meeting in person

10-5-2023

(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal

Encl.: As above

No. PMU/KfW/2023/ 3772 **Bhopal:** 10 **/05/2023**

Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

10-05-2023

Dy. Project Director (T)
MPUDC, Bhopal

Slippage.

15/2868

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 2766 /MPUDC/PMU/ Bhopal, ~~05.04.2023~~ 6/4/2023

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com
Kind Attention- Mr. B.L. Vaghela

Sub: MPUSEP –Mandla Sewerage Project - Package 05 -Regarding non fulfilment of Financial Progress from Self Committed Financial Target up to March 2023.

Ref: (i) LoA No. PMU/KfW/2019/10318 Bhopal dated 27.12.2019
(ii) Agreement dated 11.06.2020
(iii) Your Self committed financial target in Dec.2022

As per above subject your work overall physical progress is **45%** and financial progress is **39.27 %** while up to this period the physical work should be completed about **72 %**

As per your self-committed target of March'23 of Rs. **15.27 Cr**. including slippage, you have achieved Rs.**3.26 Cr**. financial target which is lagging by about Rs. **12.00 Cr**. and your overall physical progress also lagging behind **27 %** less looking to your completion time 26th June 2023 (including three months trial run).

Please note that if you will not fulfill the self-committed target in the month of April'23 i.e **Rs 19.50 Cr**. (Rs 7.50 Cr. April + Rs.12.0 Cr. carry over month) then 10 % amount of financial non achievement difference target shall be withheld as L.D in May'2023 month bill.

05.04.2023

Dy. Project Director (T)
MPUDC, Bhopal 6/4/23

Encl.: As above
No. 2767 /MPUDC/PMU/
Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

05.04.2023

Slippage. 85/2863

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 2522 Bhopal Dated: 31/03/2023

To,

Project Manager
Project Implementation Unit, Jabalpur
MPUDC, Jabalpur
Email: mpudcljbp@gmail.com

Sub: MPUSEP Package 05-Mandla-Regarding site visit report visited by PMC.

Ref: 1. Agreement dated 26-06-2020.
2.PMC letter no. 2331/P.05/SS dated 27.03.2023.

Social & Gender expert & training & HR Development assistant of PMC has visited the site on 16.03.2023 giving observations on STP-1, STP-2, labour camps Maharajpur,Zone-2, Network location rajiv colony Zone-1, and IPS-5 and meeting was also held with contractor's.Vide reference no. 2, PMC has submitted observations for Mandla Sewerage Project regarding social and safety measures and violation of contract conditions.It is also found that despite of several reminders contractor is not deploying the staff as per clause ITB 1.4.H. Contractor is also not submitting ESMP in time. Accordingly you are required to direct contractor to make all compliance & submit it within 7 days and also instruct the contractor that in future strictly adhere to the conditions of safeguard.

Encl: - (Site visit report).

31.3.2023
(P. C. Jain)
Dy. Project Director (Tech.)

No. PMU/KfW/2022/ 2523 **Bhopal Dated: 31/03/2023**

CC:-

1. Team Leader, PMC, MPUSEP for information and necessary action.
2. Project Manager, M/s Jaivarudi, Mandla for compliance.

31.3.2023
Dy. Project Director (Tech.)

Slippage.

15/2768

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2016SGC034139)

No. 841 /MPUDC/PMU/2023 **Bhopal, Dated** 02/02/2023

To,

M/s Jayvarudi Infracon Private Limited
210, 2nd floor Sundaram Arcade, Opp. Shukan Mall,
Science City Road,
Sola Ahmedabad - 380060 (Gujrat)
E-mail - jayvarudi@yahoo.com, infojayvarudimandla@gmail.com
Kind Attention - Mr. B.L. Vaghela

Sub: MPUSEP - Mandla Sewerage Project - Package 05- Regarding Non achieving of overall progress of work.

Ref: (i) LoA No. PMU/KfW/2019/10318 Bhopal dated 27.12.2019
(ii) Agreement dated 11.06.2020
(iii) Your self committed financial target in Dec. 2022

As per above subject your work overall physical progress is 37% & financial progress 33% while up to this period the physical work should be completed about 70%.

As per your self committed target of Dec. 2022 & Jan 2023 of Rs. 12.0 Cr. you have achieved Rs. 7.6 Cr. financial target which is lagging by Rs. 4.4 Cr. and your overall physical progress also lagging behind 33% less looking to your completion time 26th June 2020 (including three works trial run). Hence you are required to expedite the work & do work on all front. Please note that if you will not fulfill the self committed target in the month of February i.e. Rs. 12.9 Cr. (Rs. 8.5 Cr. Feb. + Rs. 4.4 Cr. carryover amount) then your 10% amount of financial non achievement difference target shall be withhold as L.D. in February month bill. It is also required to submit bill on 16th of every month (i.e. of work done from 15th to 15th of next month), so that it should reach in PMU office at Bhopal up to 20th of every month is order to make payment max. up to 25th of every month in order to claim IUFR timely.

(Deepak Ratnavat)
Engineer in Chief
MPUDCL, Bhopal

No. 842 /MPUDC/PMU/ 2023 **Bhopal Dated** 02/02/2023

Copy to:

1. Managing Director, MPUDC, Bhopal for information.
2. Project Manager, PIU, Jabalpur for information & necessary action.
3. Team Leader, M/s GITEC-IGIP India Plc (KfW), Camp Bhopal for information & necessary action.

Engineer in Chief
MPUDCL, Bhopal

Slippage.

PS/3188

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex Zone-1, M.P. Nagar, Bhopal Madhya Pradesh, India
Tel:+91755-2763062, Email:kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 5141 **Bhopal,** 19 **/06/2023**

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com

Sub: MPUSEP –Mandla Sewerage Project, Non-compliance on Health and Safety Issues at the Sites

Ref: 1. Email dated 15 Jun 23 from RE, PMC regarding "Serious Safety Concern at Mandla, Sewer Project, Pkg -5, under MPUSEP.
2. Letter no. PMU/Kfw/2023,4402, dated, 29/5/2023- **Reminder-1**

It has been observed by PM (PIU) Mandla and the PMC on 14 Jun 23 that safety measures are being ignored continuously by M/s Jayvarudi Infracon Pvt. Ltd., at your project sites. This is very serious concern that you are ignoring these issues even after regular instructions by MPUDC (see references (1) and 2)) above.

You must comply with the contractual requirements related to site safety in "Contract Agreement -Vol.3: Technical Specification, Cl. 3.6.9" for site regulations and safety. In this regard, you will inform us about the arrangements at your sites for the following PM (PIU) and PMC observations:

1) No. of PPE kit available at the site currently (if not in sufficient quantity you must give the reason).
2) Arrangement for excavated spoils.
3) Safety measures at heights.
4) The arrangement for safety ladders.
5) Whether children at the sites have
   - Crèche available at the sites.
   - Aganwadi Centres.
   - Any other play schools; and
   - Government Schools
6) Monitoring arrangement systems at the sites.

You must take these compliances as a priority and inform us within a week of issuing of this letter of your arrangements.

16-06-2023

(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex Zone-1, M.P. Nagar, Bhopal Madhya Pradesh, India
Tel:+91755-2763062, Email:kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 5112 **Bhopal:** 19 **/06/2023**

Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

16.06.2023
Dy. Project Director (T)
MPUDC, Bhopal

Slippage.

15/3065.

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 4977 /MPUDC/PMU/ Bhopal, ~~12 Jun 2023~~ 14/6/2023

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com
Kind Attention- Mr. B.L. Vaghela

Sub: MPUSEP –Mandla Sewerage Project - Package 5 -Regarding Non-fulfilment of Financial Progress from Revised Financial Target up to May 23.

Ref: (i) LoA No. PMU/KfW/2019/10318 Bhopal dated 27 December 19
(ii) Agreement dated 11 Jun 20
(iii) Review meeting regarding revised financial targets and time extensions on 16 May 23

With reference to the captioned subject, your work overall physical progress is **50%**, and financial progress is **42.44 %**. Note that the physical work should be complete up to about **65 %.**

As per your revised financial target of May 23 of Rs.**10.00 Cr**, you have only achieved Rs.**3.06 Cr.** which is lagging by about Rs.**6.94 Cr.** Your overall physical progress is also lagging by about **15 %**, even when taking into account the completion date of 31 Dec 23 (including 3 months commissioning) as discussed in the Review Meeting on 16 May 23 (see ref: (iii)).

You are advised that if you do not fulfill the financial target in June 2023 (i.e. **Rs 16.94 Cr**, from Rs **10.00 Cr**. June and Rs **6.94 Cr**. carry- over-month) then **10 %** of the financial non-achievement difference target shall be withheld as Liquidated Damages in the July 2023 months' bill.

13.06.2023
Dy. Project Director (T)
MPUDC, Bhopal

Encl.: As above

No. 4978 /MPUDC/PMU/ R: 14/6/2023

Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

13.06.2023

Kayakalp

85
2954

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development &Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel:+91-755763062,Email:kbhatnagar@mpurban.gov.in,dypdtech@gmail.com, (CINNo.U75110MP2015SGC034139)

No: MPUDC / PMU / KfW/2023 / 4029 **Date:** 17/05/2023

To

Project Manager,
M/s Jayvarudi Infracon Pvt. Ltd,
Ahmedabad – 380060
Email: inforjaivarudi@gmail.com

Subject: Completing pipe laying and other allied works on the roads considered in Kayalkalp Abhiyan by concerned ULB under package MPUEP-05 Mandla Sewerage Project.

Ref: 1. Instruction of MD sir given in review meeting on dated 10/05/2023

2. PM-PIU, Jabalpur Letter No. 338 Dated 11/05/2023

With reference to above subject it is mention that new road construction/ strengthening is proposed in Mandla by concerned ULB under Kayakalp Abhiyan. Earlier MD, MPUDCL had directed to complete all works like pipe laying, house service connection, testing etc. on such roads on priority basis.

In review meeting of 10/05/2023 held under chairmanship of MD, MPUDCL sir he expressed displeasure over not completing works under Kayakalp Abhiyan roads till today in various packages. He has directed to complete all such works as earliest.

So you are one again directed to complete pipe laying house service connection, testing etc. in following roads under Kayakalp Abhiyan in Mandla town.

Mandla: 1. Badh Chouraha to Binjhiya Tiraha

16.05.2023

(P.C. Jain)
Dy. Project Director (Tech)
MPUDC, Bhopal

No. PMU/KfW/2023/ 4030 **Bhopal Dated:** 17/05/2023

Copy to:

1. PA to Managing Director, MPUDC, Directorate, Bhopal for information please.
2. A.M.D., MPUDC, Directorate, Bhopal for information please.
3. Engineer- in -Chief for information please.
4. PM-PIU,Jabalpur for information & instructed to direct to contractor to complete the all such works as earliest. & inform to this office as earliest.
5. Team Leader, PMC, MPUSEP for information & instructed to complete the all such works as earliest & inform to this office as earliest.

16.05.2023

Dy. Project Director (Tech)
MPUDC, Bhopal

Slippage

IC 2492

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 7780 /MPUDC/PMU/ Bhopal, ~~12.09.2022~~ 14/09/2022

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060
(Gujarat)

Sub: MPUSEP –Mandla Sewerage Project - Package 05 -Regarding Slippage in Financial Progress against required target up to August 2022.

Kindly be advised that, the revised work program was discussed and finalized in November 2021 including the financial progress.

However, it has been observed that in spite of giving regular instructions during various review meetings, neither the financial progress nor the physical progress has improved within project time frame.

Please note that your actual Financial Progress of **26.17%** up to end of Aug`2022 is way below the agreed target of **59%** and your Financial Slippage is **96%.**

Kindly provide clarification in writing for this massive difference between the actual and required Financial Progress. You are now required to expedite work in one month, because as per your commitment the physical completion time is 30th Sep`2022 and you are required to give about **72.38%** physical progress in a month regularly. And financially you have taken bills of **Rs.29.31 Cr** inclusive GST so far.

About **Rs.100.8 Cr** inclusive GST (after deducting 10% amount for trail run) is the total amount of work to be done; hence you are now required to do **Rs.71.49 Cr** work in the month of September 2022.

Your prompt response is required now

14.09.2022
Dy. Project Director (T)
MPUDC, Bhopal

Encl.: As above

No. 7781 /MPUDC/PMU/ dt. 14/09/2022

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

14.09.2022
DPD T.

Slippage

15
2650

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 10386 /MPUDC/PMU/ Bhopal, ~~05.12.2022~~ 6/12/2022

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060
(Gujarat)

Sub: MPUSEP –Mandla Sewerage Project - Package 05 -Regarding Slippage in Financial Progress against required target up to November 2022 and Financial Target from December`2022 to June`2023.

Ref. – Meeting on dated 1.12.2022

Kindly be advised that the revised work program was discussed and finalized in November 2021 including the financial progress.

However, it has been observed that despite giving regular instructions during various review meetings, neither the financial progress nor the physical progress has improved within the project time frame.

Please note that your actual Financial Progress of **32.34%** and Physical Progress of **34.00%** up to end of November`2022 is way below the agreed previous target. And financially you have taken bills of **Rs.27.35 Cr** exclusive Provisional Sum, GST, and Price Adjustment bills so far.

With reference to your consent at meeting, regarding revised self-committed financial target and physical progress of balance work on dated 01.12.2022, You are now required to expedite work in seven months and to give about **9.42 %** physical progress in a month regularly. As per your work contract the physical completion time is 25th June`2023.

About **Rs.86.22 Cr** exclusive GST (after deducting 10% amount for trail run) is the total amount of work to be done; hence you are now required to do **Rs.58.87 Cr** work in seven months i.e., Up to June`2023. The self committed targets as discussed on 1st DEC 2022 are attached. you are required to give consent/return back with signature with 24 hrs.

Encl.: 1. Financial Achievement & Slippage up to Nov`2022
2. Self-Committed Financial Target up to June`2023

06-12-2022
Dy. Project Director (T)
MPUDC, Bhopal

10387
No. /MPUDC/PMU/ dt. 6/12/2022

Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

GITEC-IGIP Consulting Group

DASTUR

GITEC-IGIP India Pte.

MPUSEP: Madhya Pradesh Urban Sanitation and Environment Programme

MEMORANDUM / NOTE SHEET

To: Deputy Project Director (Tech) – PMU

Date: 05th Dec` 2022

GITEC Ref. No: **MPUSEP/2223/ TA/SS**

Subject: **MPUSEP –Mandla Sewerage Project - Package 05 -Regarding Slippage in Financial Progress against required target up to November 2022 and Financial Target from December`2022 to June`2023.**

Dear Sir,

Attached please find the Financial Achievement and Slippage Up to Nov`2022 for Mandla and Self -Committed Financial Target from Dec`2022 to June`2023 with reference to meeting held on 01st Dec`2022 by PMU.

This is for your information and reference .

05/12/2022

Sayeed Sheikh
(Team Leader)- PMC

 # Technical Officer – MPUDC
 # APO – MPUDC
 # T.L. - PMC

KfW Funded		Sewerage Projects Under PIU— Jabalpur								
		Financial Targets and Achievement from Aug`22 to Oct`22			Financial Targets and Achievement in Nov`22				Physical Progress	
Package No.	Name of Project	Financial targets from Aug 2022 to October 2022 (In Lakhs)	Financial Achievement from Aug 2022 to October 2020 (In Lakhs)	Slippage (In Lakhs	Target of Nov.2022 (In Lakhs)	Revised Target of Nov. 2022 including the slippage (In Lakhs)	Achievement in Nov`22(In Process)	Slippage (In Lakhs	As on 30.09.22	As on 30.11.22
05	Mandla	800	536	264	700	964	372	592	26.17%	34.00%
	TOTAL	800	536	264	700	964	372	592		

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED
KfW FUNDED SEWERAGE PACKAGES FOR 5 No. TOWNS
TARGET PROJECTION OF EXPENDITURE IN THE PROVIDED TIME PERIOD-PLANNED VS TARGET

(PPTO Meeting- Nov'2022 (ALL AMOUNTS Rs. IN CRORES) (AMOUNTS INCLUSIVE GST)

Package No.	PIU	NAME OF PROJECT	CONTRACTOR's NAME	BOQ Cost(in CR.)		Provisional Sum(O&M & DB cost)	Variation (Already Approved)	Overall Cost with variation only(in CR.)		10% amount for testing & commissioning	Actual DB cost without testing & commissioning	Payment made upto 30th Nov'22(without PA, GST, PS)	GST paid till Nov'22	BALANCE AMOUNT excluding GST upto Nov'22	Physical Progress upto end of 30.11.22 in %	Balance Physical in %	Physical completion date	During November'2022 (Achievement in Process)				Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Date of Completion
				DBO Cost	DB cost			DBO cost	DB cost									Nov-22	Revised Target of Nov. 2022 including slippage (In Lakhs)	Achievement in Nov'22 (with out PA bills)	Slippage (In Lakhs								
05	Jabalpur	Mandla	Jayvanshi	104.7	88.44	3.00	7.36	112.06	95.8	9.58	86.22	27.35	3.84	58.87	34.00	66	June'23	7.00	9.64	3.72	5.92	4.00	7.50	7.50	7.50	7.50	8.50	8.50	June'23
		TOTAL		104.7	88.44	3.00	7.36	112.06	95.8	9.58	86.22	27.35	3.84	58.87	34.00	66		7.00	9.64	3.72	5.92	4.00	7.50	7.50	7.50	7.50	8.50	8.50	

Self Committed Target

206

MOM (TO)

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
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(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 6782, Bhopal Dated 09/08/2023

Minutes of Meeting

Meeting Date and Time	26 Jul 23, 11:30 AM	Venue	Conference Hall , MPUDC, Bhopal
Meeting Organizer	MPUDC	Chaired By	Mr. Kamlesh Bhatnagar, Technical Officer, MPUDC

Meeting Title: Progress review meeting of Package-4.

AttendeesMPUDC:	**Attendees PMC- GITEC:**
• AK Nanda- PM-PIU Jabalpur • Mr. Sanjay Pandey- A.P.O MPUDC • Mr. Abhay Jain- DPM-PIU Jabalpur (Virtual) • Mr. Nilnikesh Kathote- Sub Engineer Mandla (Virtual)	• Mr. Sumon Ghosh- Chief Resident Engineer • Mr. Yuva Kartik- Mechanical Engineer • Mr. Jinson Antony- Resident Engineer, Jabalpur • Mr. Swpnil Jain – Civil Eng. Bhopal • Mr. Pinkeshwar Mishra- MIS • Mr. Manmeet Bagga- MAFE • Mr. Rahul Ghodeshwar- FE Mandla(Virtual)

AttendeesContractor- M/s Jayvarudi Infracon Pvt Ltd.

- Mr. Anand Sharma
- Mr. Dushyant Saran- Project Co-ordinator
- Mr. Satish Varma- Deputy Project Manager
- Mr. Rijul- Deputy Project Manager (E&M)
- Mr. Himanshu Dixit- Project Co-ordinator
- Mr. Arun Pratap Singh- Project Co-ordinator

Agenda:

- Progress review of Package-5, Mandla Sewerage
- Quality of works, as found by CRE, PMC during his visit

Summary of discussion:

- Quality of works and its rectification.
- Design and drawing progress was discussed.
- Component wise progress of project was discussed.
- Various issues at site was discussed.
- Manpower allocation was discussed.

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(CIN No. U75110MP2015SGC034139)

1. Quality of Works

First of all, a detailed discussion on the quality of works, as observed by the CRE of PMC was done. the following were the direction issued: -

1.1 Corrective measures at IPS -4 shall be taken & completed by 31-08-2023.

1.2 Corrective measures at screen channel of IPS - 5, i.e. recasting of top lift, shall be completed by 15-08-2023.

1.3 Corrective measures at all sites as indicated in the CRE's site visit report shall be completed by 15-08-2023.

1.4 Civil Engineer & Field Engineer shall check & verify the centering&shuttering ensuring alignment, tightness of joints & dimensions.

1.5 Project Manager, PIU directed the contractor, Civil Engineer &Field Engineer to make all rectifications & submit their report by 18-08-2023.

1.6 Technical Officer, MPUDC directed the Resident Engineer to ensure compliance and submit his report by 20-08-2023, to CRE.

2. Approval of Drawings & Designs

2.1 Status of confusion has been continuously observed on number of drawings & designs. It is a position of stalemate & no consensus could be reached between PMC& contractor. Both were directed to sit together & finalise the requirement sheet by 7th August 2023. In case of non-compliance action against both i.e. PMC& Contractor will be taken.

2.2 The contractor requested for the approval of new vendor for aerated grit mechanism. It was informed to him that MPUDC has 5 vendors in approved make list issued on 24-07-23 to whom contractor may approach. However, the contractor is free to submit full credential of new vendor but ensuring that the vendor is qualified for the job.

2.3 Ther was a confusion on approved mechanical drawings which according to Mechanical expert of PMC had already been approved with conditions whereas the contractor was not aware of such approvals. The contractor was directed to discuss with Mechanical expert in person & settle the confusion by 7th August 2023.

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(CIN No. U75110MP2015SGC034139)

2.4 The contractor ensured to submit all mechanical designs & drawings by 15-08-2023. He was directed to submit hard copy with PMC. MPUDC with soft copies through e-mail to MPUDC as well as PMC. This will save time.

2.5 Technical officer directed the PMC to create a folder on google drive or other platform by 31-07-2023 where the designs & drawings can be shared.

2.6 All electrical drawings & designs shall be submitted by 10-09-2023.

2.7 The contractor was warned of levying liquidateddamages if the above time - lines are over shot.

3. Progress of Works

3.1 The following are the time lines proposed and agreed by the contractor: -

Component (civil work only)	completion date
STP-I	30-11-23
MPS-I	15-12-2023
IPS- I	30-11-2023
IPS -2	30-10-2023
IPS -3	30-10-2023
IPS - 4	30-10-2023
IPS - 5	30-11-2023
IPS - 6	30-10-2023
STP - 2	Detailed work plan needed to complete the work by 30-12-2023.
MPS - 2	30-11-2023
IPS - 1, Zone 2	15-11-2023
IPS - 2, Zone 2	30-09-2023
IPS - 4, Zone 2	30-09-2023

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3.2 The contractor informed that out of 140 km network, 91.5 km has already been laid. The contractor added that appx. 35 km (out of balance 48.5 km) are rider mains which will be a saving in the contract. Balance 13.5 km will be laid by the end of September, 2023.

3.3 The contractor informed that 4.5 km of road restoration is balance which may be taken up after rains.

3.4 House Service Connection is the Key area of concern where the contractor is lagging far behind.

3.5 The contractor was directed to complete the network as per the work programme by 30-09-2023. Regarding savings of 35 km, the Technical Officer advised PM, PIU& the contractor to have a joint look at the whole Municipal boundary & verify that no area is left, before arriving at any conclusion. The Technical Officer directed the RE of PMC to support PIU in this.

3.6 The contractor was further directed to complete hydrotesting & start road restoration as per feasibility and as & when rain permits. However, the contractor shall ensure removal of over burdens & assure safety measures on site. The local engineers of PIU& PMC shall also ensure safety on site.

3.7 The Technical Officer directed the PMC to monitor the network laying through GIS maps. This will also help in identifying left-out areas if any, within municipal boundary.

3.8 The Social & Gender Expert and Capacity Building cum Labour Management expert of AMC informed about their findings in Mandla.

3.9 The contractor was directed to

a) Ensure safety measures at all sites specially at deep excavations.
b) Manage the labour camps with all requirement in accordance to the labour laws & KFW guidelines.
c) Ensure proper housekeeping on all sites.
d) Provide basic amenities to labour.

3.10 Alignment of 33kv electric line needs to be decided Jointly by PIU, PMC & contractor. All the requirement & site condition shall be kept in mind while deciding the tapping point - single or several.PM, PIU in consultation with respective power distribution company, shall decide the required connection - i.e. 11kv or 33kv and the tapping points. River crossings shall be avoided.

3.11 The contractor raised the issue for payment of repairing of utilities. He was informed that SOP has already been issued & any proposal shall be submitted accordingly.

3.12 The contractor raised the issue of realignment of network in a specific length due to existence of a box culvert. They were advised to submit the matter in detail to PM, PIU for decision who may decide the change based on its impact. RE, PMC shall ensure the submission from contractor and timely resolution.

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(CIN No. U75110MP2015SGC034139)

3.13 The diameter of wet well of MPS - 2 exceeds the designed dia. The PMC was directed to make assessment of impact, it any. The contractor assured that no additional cast will ever be demanded by them for extra dia.

3.14 The contractor shall increase man-power as per requirement to complete the works within the time as shown above.

3.15 The contractor shall also submit (by 15-08-2023) procurement plan for E&M equipment, with detailed work plan for completion of all works.

3.16 All works of Zone - 1 can be completed by 31-12-2023. The Technical Officer advised the PIU & PMC to plan out the completion & commissioning of sewer network & STP by 15th January 2024.

3.17 The contractor will have to increase its technical hands as well (at least 4 engineers). Headquarter of Project Manager of contractor shall be Mandla only.

3.18 All approved designs & drawings shall be available (a) on site, (b) in local office & (c) one additional copy at PIU office in Mandla.

Meeting ended with thanks.
(Approved by E-in-C, MPUDC)

(Kamlesh Bhatnagar)
Technical Officer
MPUDCL

No. PMU/KfW/2023/ 6783
Bhopal Dated 09 **/08/2023**

Copy to:

1. PA to Managing Director, MPUDC, Bhopal for record.
2. PA to A.M.D, MPUDC, Bhopal for record.
3. Deputy Project Director (Technical), MPUDC, Bhopal for information please.
4. Project Manager, PIU, Jabalpur.
5. Team Leader, PMC- MPUSEP, for information.
6. Project Manager M/s Jayvarudi Infracon Pvt. Ltd. for information & Compliance.

Technical Officer
MPUDCL

1st EOT

13/3/26

Madhya Pradesh Urban Development Co. Ltd.

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(CIN No. U75110MP2015SGC034139)

No.PMU/KfW/2023/ 5568 Bhopal, Dated: 30/6/23

To,

M/s Jaivarudi Infracon Pvt. Ltd.
210,2nd Floor, Sundaram Arcade
Opp. Sukan Mall, Science City Road
Sola, Ahmedabad, Gujrat-38060

Name of work:- Survey, review the designs, redesign where necessary and build sewerage collection, sewage treatment and sewage disposal system of Mandla Nagar Palrika, District Mandla of Madhya Pradesh and operate and maintain the built system for 10 years

Subject: Regarding Provisional 1st Time Extension of Mandla Sewerage Project.

Ref:

1. LoA: PMU/WB/2020/10318 Dated 27.12.2019
2. Agreement dated 11.06.2020
3. Date of commencement: 27.06.2020
4. Date of completion : 26.06.2023
5. Contractor's Letter vide no. 460 Dt. 09.06.2023

With reference to your letter mentioned above seeking the extension of time for the works of Mandla Sewerage Project. This is to inform you that, the amendment for the time extension for Mandla Sewerage Project is in Process. However as per your request, you are permitted to continue with the work by reserving the rights of MPUDC to imposed LD as well as delay damages as per norms which shall be finalised at the time of finalisation of the work. The formal time extension order will be issued to you after the approval of amendment from the KfW Bank.

You are required to submit the work program i/c commissioning & trial run with micro plan of each & every action of Civil, Mechanical, Electrical, Instrumentation and SCADA etc. within 7 days.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal.

No.PMU/KfW/2023/ 5569 Bhopal, Dated: 30/6/23

Copy to:

1. PA to M.D., MPUDC, Bhopal for information please.
2. A.M.D., MPUDC, Bhopal for information please
3. Financial Controller, MPUDC, Bhopal for information.
4. Project Manager, PIU Jabalpur, for information and necessary action.
5. Team Leader, PMC, MPUSEP, Bhopal for information and necessary action.

Engineer-in-Chief
MPUDC, Bhopal.

MOM (DPDT)

3153

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(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 5747 **Bhopal Dated:** 5/07/2023

Minutes of Meeting

Meeting Date and Time	22-June-2023, 03:00 - 05:00 PM	Minutes Location	Conference Hall , MPUDC, Bhopal
Meeting Organizer	MPUDC	Chaired By	Mr. Deputy Project Director (Technical), MPUDC

Meeting Title: Project Review Meeting

AttendeesMPUDC:	**Attendees from KfW :**
1. Mr. PC Jain- Deputy Project Director (Tech) 2. Mr. Kamlesh Bhatnagar- Technical Officer 3. Mr. AK Nanda- Project Manager, PIU- Jabalpur 4. Mr. S.K Upadhyay- Project Manager, PIU- Hoshangabad	1. Mr. Rahul Mankotia- Sector specialist, national project responsible. 2. Mr. Rainer Sünnen – Principal portfolio manager, project responsible 3.Mr. Reiner Kruse – Technical project responsible 4. Ms. Kathrin Haid – Procurement manager 5. Mr. Khumujam Khabilongtshup

Attendees PMC- GITEC:

1. Mr. Wolfgang Jendrischewski- Managing Director
2. Mr. Arno Henkes- Project Director, Director Department Water Resources and Sanitary Engineering.
3. Mr. David McEvoy- Overall Team Leader
4. Mr. Falko Dietz- Project Engineer, Backstopper
5. Ms. Chhaya Kale- Social & Gender Expert
6. Mr. Jinson Anthony- Resident Engineer, Jabalpur
7. Mr. Zubair- Resident Engineer, Hoshangabad
8. Mr. Manmeet Singh Bagga- MAFE
9. Mr. Pinkeshwar Mishra- MIS
10. Ms. Deepa Gupta- HR Training and Capacity Building Asst.
11. Mr. Swpnil Jain- Field Engineer, Bhopal
12. Mr. Ashutosh Singh- Field Engineer, Sendhwa
13. Mr. Anup Kumar- Field Engineer, Hoshangabad
14. Mr. Rahul Ghodeshwar- Field Engineer, Mandla
15. Mr. Swapnil Selkar- Field Engineer, Narsinghpur

Attendees from Contractor:
1. Mr. Ravi Dehriya- Project Director, Bhugan Infracon Private Limited.
2. Mr. Satish Varma- Deputy Project Manager, Jayvarudi Infracon Pvt Limited.

1. **Progress on package 4 and 5 (Narsinghpur and Mandla)**

- The original date of completion for both the package was June'23. The progress as of date for Narsinghpur and Mandla is 66% and 50% respectively. Extension of Time is needed for both the contracts. The targeted date of completion for both the packages is Dec'23.
- KfW reiterated the need for a realistic work plan.
- The work plan needs to provide realistic time for submission of all the drawing and documents, procurement of equipment, installation, finishing works and commissioning.
- Contractor committed to submit the work plan in the coming week. The contractor is required to mobilize sufficient skilled manpower, labour to ensure multiple work-fronts are effectively executed.
- Contractor ensured that all the design and drawing will be submitted by Mid of July 2023.
- Contractor ensured that the decanter will be procured by end of August 2023.
- Work plan to be submitted by Contractor within 7 days.
- MPUDC and PMC team from headquarters committed to undertake site visit to assess the situation and ensure that the workplans are realistic.
- PMC and MPUDC were requested to undertake monthly monitoring and review of this workplan and provide updates to KfW for the same.
- MPUDC updated that contract for Package-1 (Hoshangabad) was signed on 12 May 2023. Sites have been handed over to the contractor and procurement initiated.

2. **Update from tendering (Package 2 & 3)**

- Draft contract for Package-2 Barwani to be shared by MPUDC after internal approvals from internal committee.
- Regarding Package-3 Sendhwa. KfW reiterated that N.O. for re-tendering can only be issued once an analysis of reasons for no-bids and necessary clarification / amendments in tender to ensure better interest is not received from MPUDC. This is a condition in the KfW procurement guidelines.
- MPUDC mentioned it sees no scope for further changes in the tender documents. MPUDC assured that necessary clarifications have been provided to the bidders including a conference with potential bidder (minutes of meeting was shared with KfW). And it expects better participation this time around.
- KfW will get back with MPUDC on the way-forward for the Package-3 tender.

3. **Update on AM activities**

- Considering the state elections this year, many officials are unable to get necessary permission. Dates for Exposure Visit is not yet finalized.
- MPUDC has resubmitted the draft tender documents for NGO as per the required template.

4. **Fatal Accident in Hoshangabad**

- MPUDC/PMC clarified that it was contractual responsibility of the terminated contractor to secure and provide adequate safety at the site.
- MPUDC updated that the final police investigation report is awaited.
- Regarding compensation for the deceased.
- This cannot be initiated without the police investigation report

- The challenge regarding compensation is that no one from the family is coming forward to claim the compensation.
- Govt. of M.P. has necessary policy to pay the compensation in such kind of cases.
- KfW reiterated that without the final police investigation report and decision on the compensation, KfW's compliance department cannot close the case.

5. AOB

- MPUDC updated that the PMC's Addendum-7 requires approval from a committee schedule for meeting in the coming week.
- Gitec highlighted the challenges it faces in providing continued support without the Addendum-7.

Meeting ended with Thanks!

(Approved by Engineer in Chief)

04-07-2023

(P. C. Jain)
Dy. Project Director (Tech.)
MPUDCL

No. PMU/KfW/2023/ 5748
Bhopal Dated: 5 **/07/2023**

Copy to: -

1. Managing Director, MPUDC, Bhopal for information please.
2. AdditionalManaging Director, MPUDC, Bhopal for information please.
3. Engineer in Chief, MPUDC, Bhopal for information please.
4. Financial Controller, MPUDC Bhopal for information.
5. PM, PIU Hoshangabad for information and PM, PIU Jabalpur & Khargone for information.
6. Team Leader, PMC, MPUSEP for Compliance.
7. M/s Bhugan Infracon Private Limited for Narsinghpur & Hoshangabad Sewerage Project for compliance.
8. M/s Jayvarudi Infracon Pvt Limited for Mandla Sewerage Project for compliance.

04-07-2023

Dy. Project Director (Tech.)
MPUDCL

3012

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MPUSEP: Madhya Pradesh Urban Sanitation and Environment Programme

MEMORANDUM / NOTE SHEET

To: Project Manager – PIU Jabalpur

Date: 2nd June 2023

Minutes of Meeting

Meeting Date and Time	01st June 2023, 3- Pm	Minutes Location	Mandla Project office
Meeting Organizer	RE PMC	Minutes chair	Jinson Antony

Meeting Title: Pending CM helpline complaints as on 01-06-2023 – Package 5– Mandla SewerageProject

Attendees PIU Jabalpur:	Attendees PMC- GITEC:	Attendees Contractor- JayVarudi:
• Mr. Nil Nikesh Kathote- Sub Engineer PIU Mandla	• Mr. Jinson Antony – RE Narsinghpur & Mandla • Mr. Rahul Ghodeswar – FE Mandla.	• Mr. Satish Verma- Deputy Project Manager

Agenda:

- Pending CM helpline complaints of 72 numbers as of 01-June 2023 and resolve these complaints on a timely manner.
- To assign a responsible person from Jay Varudi to attend these complaints in a timely manner.

Summary of discussion:

- During the meeting, PIU civil engineer expressed deep concern regarding the pending CM Helpline complaints in Package 5 Mandla even after the continuous follow up from PIU/PMC and instructed Jay Varudi to assign responsible people from their end to attend these complaints on a timely manner.
- Discussed in details of various levels of pending CM help line complaints.
- Jay Varudi agreed to resolve these 72 numbers of pending cases within self-committed deadlines.

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Meeting Conclusions:

Meeting concluded with the concurrence of all parties (PIU, PMC & Jay Varudi Infracon Pvt Ltd) with the following commitments.

Level 3 Pending CM help line complaints of 46 numbers: Jay Varudi informed that pending L3-46 number of cases are old complaints resolved by Jay Varudi from their end a long time before however the complainer doesn't close these complaints due to various reasons. In the meeting PIU confirmed that it is the prime responsibility of Jay Varudi to attend these complaints & resolve them until the complaints are closed. PIU suggested to list out these complaints with accurate reason for not closed till date and write a letter to PM PIU along with the details. Jay Varudi self-committed to submit a letter to PM PIU on or before 3rd June 2023.

Level 2 pending cm helpline complaints of 10 numbers: Jay Varudi self-committed to attend these complaints on or before 5th June 2023 and will submit the details with photograph to PIU/PMC and based on the volume of the complaints will commit a deadline to resolve these complaints.

Level 1 pending cm helpline complaints of 16 numbers: Jay Varudi self-committed to attend these complaints on or before 10th June 2023 and will submit the details with photograph to PIU/PMC and based on the volume of the complaints will commit a deadline to resolve these complaints.

Summary of self-committed targets by Jay Varudi.

CM help line complaints Level	Self-Committed deadlines.	Task
L3-46 numbers	3rd June 2023	To write letter to PM PIU along with the pending list with accurate details.
L2-10 numbers	5th June 2023	To attend these complaints and submit the details to PIU/PMC with photos.
L1-16 numbers	10th June 2023	To attend these complaints and submit the details to PIU/PMC with photos.

 # PM. - PIU
 # T.L. - PMC

GITEC-IGIP India Pvt Ltd CIN- U74999RJ2018PTC060524 PAN- AAHCG2761L GSTIN- 23AAHCG2761L1ZI
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EoT

PS/5173

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(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 5987 **Bhopal,** 12/07/2023

To,

M/s Jayvarudi Infracon Private Limited
210,2nd floor Sundaram Arcade, Opp.Shukan Mall,
Science City Road,
Sola Ahmedabad-380060 (Gujarat)
E-mail- jayvarudi@yahoo.com, infojayvarudimandla@gmail.com

Sub: MPUSEP –Mandla Sewerage Project - Response to Extension of Time (EoT) Request

Ref:

1. Agreement dated 11 June 2020.
2. Your letter Office Bhopal/460/300939 dated 9 June 2023
3. This office letter PMU/KfW/2023/5564 dated 30 June 2023
4. This office letter PMU/KfW/2021/8031 dated 6 September 2021
5. PMC letter MPUSEP/2458/P5/DM dated 7 July 2023

We refer to your letter ref. Office Bhopal/460/300939, dated 9 June 2023, requesting an EoT, and our letter ref. PMU/KfW/2023/5568, dated 30 June 2023, informing you that you are permitted to continue to work whilst the time extension is in process. Our comments are as follows:

A) The detailed time programme (the "time Schedule")

Our letter dated 30 June 2023 also required you "…to submit the work program i/c commissioning & trial run with micro plan of each and every action of Civil, Mechanical, Electrical, Instrumentation and SCADA etc. within 7 days." i.e. a detailed time programme (the "time schedule") in full compliance to the requirements in the Contract for MPUSEP-Package 5-Mandla Sewerage Project (henceforward referred to as the "contract"), pursuant to Volume 2 – GCC, Cl. 2.3.3.

The "work plan" (henceforward referred to as the "detailed time programme") attached to your letter dated 9 June 2023 does not have sufficient detail to allow us to conduct analysis of your EoT claim. The updated detailed time programme for your proposed design-build completion date is required to show the correct completion date (26 June 2024 as per your letter, not 28 June 2024) with all the critical path items clearly marked to allow analysis of critical activities and available float. Our letter of 6 September 2021 (see enclosed for ease of reference) accepted your "work plan" in principle subject to compliances of the PMCs observations (which were enclosed with our letter), which required that the detailed time programme be presented in GANNT chart format in MS Project software.

In addition, you are required to submit the detailed time programme showing the design-build completion date of 25 June 2023 in accordance with your existing contract (with critical path items clearly marked), to allow baseline comparison analysis for affected items with the updated detailed time programme. This baseline detailed time programme is also required to be presented in GANNT chart format in MS Project software in compliance with our letter of 6 June 2021.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex Zone-1, M.P. Nagar, Bhopal Madhya Pradesh, India
Tel:+91755-2763062, Email:kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

B) Reasons for EoT as stated in your letter dated 9 June 2023

Whilst you have provided reasons for requesting an EoT, it is not clear from your submission how those factors have delayed the progress of the project and impacted the time schedule. Using your numbering system and comments, our responses are as follows:

No.	Your Comment	Response
1	"Official and unofficial hinderances in procurement of material, availability of manpower and overall execution of project occurred due to COVID-19 in year 2020 and 2021 for about 8 months."	Highlight the items and activities in the updated detailed time programme that were affected by COVID-19 and provide the exact duration of delay. Provide copies of all relevant correspondence with references and dates. With regards to COVID-19, the following shall be noted: a) As per your Agreement with MPUDC dated 11 June 2020, the date of commencement of work was 26 June 2020, which is 86 days after the beginning of COVID-19 lockdown. b) As per the Government of India Order No. F.18/4/2020-PPD, dated 13 May 2020, work contracts can be extended up to 3-6 months beginning from 20 February 2020 i.e. up to a maximum of 20 August 2020. In this regard, the COVID-19 delays in the year 2020 can be considered from 26 June 2020 until 20 August 2020, that is, 56 days.
2	"Delay and changes in the land allotment of STP 2 and pumping stations."	Highlight the items and activities in the updated detailed time programme that were affected by the delay and changes in land allotment of STP-2. Provide details of which pumping stations were affected by land allotment, and highlight the items and activities in the updated detailed time programme. Provide the exact durations of delays. Provide copies of all relevant correspondence with references and dates.
3	"The alternate site allocated for STP 2 is in depression and is about 8 metres below the HFL. We requested for approval of retaining wall to contain the filling in 2022, but due to various circumstances it got approved in 2023."	Highlight the items and activities in the updated detailed time programme that were affected by the 2023 approval of the retaining wall at STP 2. Provide the exact durations of delays. Provide copies of all relevant correspondence with references and dates.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex Zone-1, M.P. Nagar, Bhopal Madhya Pradesh, India
Tel:+91755-2763062, Email:kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No.	Your Comment	Response
4	"Please note that the approval and construction of retaining wall and subsequent filling of the whole site has to be executed beyond the scope of works which also required additional time."	In addition to the information required in Item 3 above, highlight the items and activities in the updated detailed time programme that were affected by the "subsequent filling of the whole site" at STP 2. Provide the exact durations of delays. Provide copies of all relevant correspondence with references and dates.
5	"Delay in review of submitted design and drawing."	Highlight the items and activities in the updated detailed time programme that were affected by delays in reviews of submitted designs and drawings. Provide the exact durations of delays. Provide copies of the Registers showing the details and dates of the drawing and design submissions, and all other relevant correspondence with references and dates.
6	"Extreme weather conditions like flooding in parts of the Mandla town."	Highlight the items and activities in the updated detailed time programme that were affected by extreme weather conditions. Provide the exact durations of delays. Provide copies of the weather report details for days causing delay, and all other relevant correspondence with references and dates.
7	"Disruption in supply chain of materials and extended unavailability of labourers during and after covid."	Highlight the items and activities in the updated detailed time programme that were affected by supply chain disruptions and unavailability of labourers. Provide the exact durations of delays. Provide copies of all relevant correspondence with references and dates.

For our further assessment of your EoT claim you are required to submit all items identified above.

Encl. This office letter ref. PMU/KfW/2021/8031 dated 6 September 2021

12.7.2023

(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal
Bhopal: 12/07/2023

No. PMU/KfW/2023/ 5988,

Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Jabalpur for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

Dy. Project Director (T)
MPUDC, Bhopal

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED

Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)

KFW german cooperation MPUDC

Progress Review Mandla

Name of Contractor: M/s Jayvarudi Infracon Pvt. Ltd

Detailed Review-Mandla sewerage project (Kfw Bank funded)

Name of the Contractor :M/s Jayvarudi Infracon Pvt Ltd.,

Cost of work (Including 10 years of O&M) INR Cr.	Design & Build	Date of Start/Scheduled Completion Date	Extended date of commissioning / completion	Expected date of completion	Physical Progress		Financial Progress as on
					As on 30.07.2023	As on 31.08.2023	31.08.2023
1		3	4	5	6	7	8
113.89 Cr	97.11 Cr	26.06.2020/ 25.06.2023	NA	*	52.20%	53.50%	46.37%

Remark:-

1) **As per revised work plan in Nov 21 work should be completed 100% while progress achieved only 52.80%.**
2) **As per given list of total drawing and design by the contractor only 60% is completed, remaining 40% is balance.**
3) **To achieve the target and even to complete the work up to 31.12.2023, the Contractor shall have to deploy about 500 manpower & 32 machinery while deployment is only 43 manpower & 6 machinery.**
4) **The work progress is continuously monitored as per the work program & contractor is regularly pressurized to achieve target as per given program.**

Note:-*Contractor has been told to continue the work as time extension request was under review as per MPUDC letter dated 30 June 2023, Comments provided by PMU/PMC. Contractor requested to submit revised schedule.

COMPONENTWISE PROGRESS-MANDLA PACKAGE-5

S.N.	Component	Total to be done	Required as per revised work plan (Nov21)as on 31.07.2023	Progress as on 31.08.2023	Slippage %
1	Design & drawing	100%	100%	60%	40%
2	Sewerage network	140 km (100%)	140 (100%)	91.858 (65.61%)	48.14 (34.39%)
3	Hydro testing	140 km (100%)	140 (100%)	89.20 (63.71%)	50.8 (36.29%)
			91.858 (65.61%)	89.20 (63.71%)	2.658 (1.9%)
4	Road Restoration	140 km (100%)	140 (100%)	90.428 (64.59%)	49.57 (35.41%)
			91.858 (65.61%)	90.428 (64.59%)	1.06 (1.1%)
5	House service Connection (HSC)	13,200	13,200 (100%)	HSC Chamber constructed-1678/4400 & Pipe laid-7205/22000 m	100%
6	Work of STP -1 (7.75 MLD) (Zone-1 Mandla)	1 job	Civil work - 100%	Civil work – 57.9%	Civil work – 42.1%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
7	Work of STP-2 (1.75 MLD) (Zone-2 Maharajpur)	1 job	Civil work - 100%	Civil work – 10.20%	Civil work – 89.8%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
8	Work of IPS-1 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 92.50%	Civil work – 7.50%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
9	Work of IPS-2 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 78%	Civil work - 22%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
10	Work of IPS-3 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 84.9%	Civil work – 15.1%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%

11	Work of IPS-4 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 83.6%	Civil work – 16.4%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
12	Work of IPS-5 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 39.5%	Civil work – 60.5%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
13	Work of MPS 7.75 MLD (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work - 0%	Civil work -100%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
14	Work of IPS-7 (Zone-1,Mandla)	1 job	Civil work - 100%	Civil work – 85.50%	Civil work – 16.50%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
15	Work of IPS-1 (Zone-2 Maharajpur)	1 job	Civil work - 100%	Civil work – 61.5%	Civil work – 38.5%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
16	Work of IPS-2 (Zone-2 Maharajpur)	1 job	Civil work - 100%	Civil work – 96%	Civil work – 4%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
17	Work of MPS 1.75 MLD (Zone-2 Maharajpur)	1 job	Civil work - 100%	Civil work – 68.2%	Civil work -35%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
18	Work of IPS-4 (Zone-2 Maharajpur)	1 job	Civil work - 100%	Civil work - 96%	Civil work - 4%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
19	**Overall Progress of Project**		**100%**	**53.50%**	**46.50%**





Manhole construction work at ward no 23 zone-2



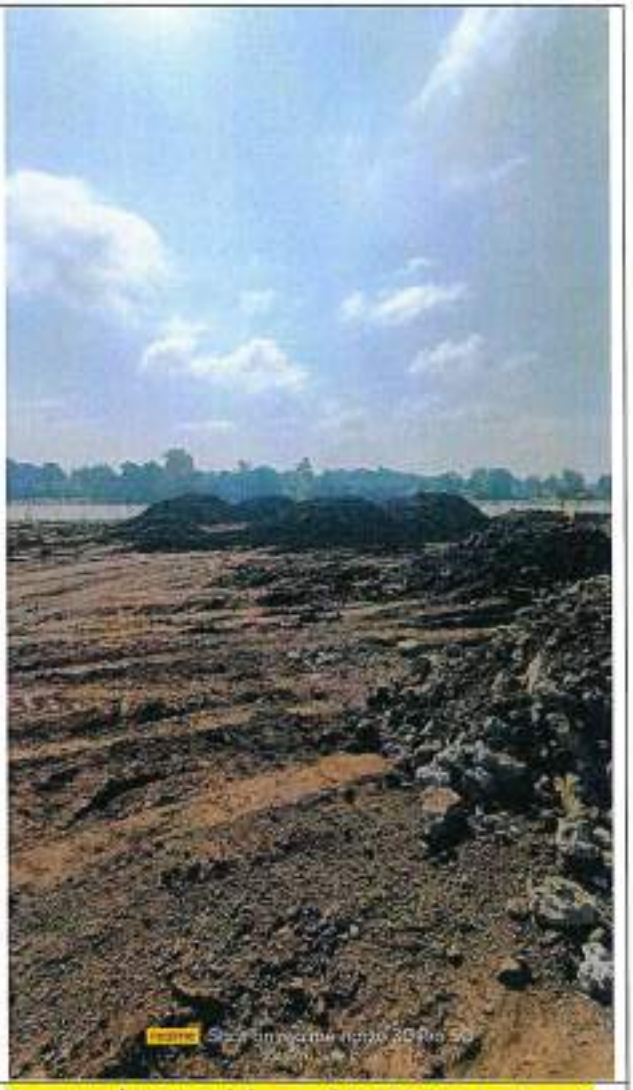
IPS-7 Zone-1 External plaster work is in progress.



- STP-1 Admin building slab rebar binding work is in progress.



House chamber construction work at ward no 22 and 24 zone-2

	
CC road restoration work at ward no 23 Zone-2	Excavated Material dumped in STP-2 Area Zone-2 Many times instruction given that to contractor engineer for only approved material should be stack at STP area but they are dumping excavated material (during the Excavation of trench, CC distmentle material) in stp area.

Annexure R-6 (Colly.)

EXISTING/ONGOING/PROPOSED STPs & HOUSE CONNECTION WORK UNDER DIFFERENT SEWERAGE SCHEME OF JABALPUR

Centralized Sewerage Scheme of Jabalpur City was introduced in year 2006 under JNNURM. Jabalpur city had total 69 nos ward back then. The whole city was divided into five major zones, such as;

Zone 1	**Central Area of the City**
Zone 2	**Ranjhi, Adhartaal Area**
Zone 3	**Civil Lines Area**
Zone 4	**Gwarighat Area**
Zone 5	**Medical & Dhanwantri Nagar Area**

The whole sewerage scheme of Jabalpur city was divided into two phases. Zone 01 was taken under phase-01 (**Project Uday**) & Zone 02, 03, 04 & 05 were taken under phase-02 (**JNNURM**) project. After that new sewerage scheme for leftover area of zone 02, 03, 04 & 05 including construction of STPs and House connections, was introduced in year 2017 under **AMRUT**. Brief detail of different projects is given below:-

- **Existing Project's brief;**

1. **PROJECT UDAY-** Under this scheme a 50 MLD capacity STP work was proposed at kathonda Jabalpur on "Waste Stabilization Pond" technology. Work order was given on 15.10.2007 & completed on 30.11.2010. **(Annexure 1 & 2)**
2. **JNNURM SCHEME-** Under this scheme 03 nos STPs on "Waste Stabilization Pond" technology were proposed i.e 43 MLD capacity STP at kathonda for Zone 02, 53 MLD capacity STP at Lalpur for Zone 03 & 04 and 26 MLD capacity STP at Tewar for Zone 05 i/c laying of sewer lines & construction of Sewage Pumping Status. Work order for the said work was given on 25.08.2007. **(Annexure 03)** As these STPs were based on old technology which requires much more land i.e. 2-3 acre for 01 MLD capacity, due to this requirement lands were identified & land acquisition process took place, but maximum lands were disputed lands & were under judgments in Hon'ble High Court. Which cause STP's work couldn't started & project was delayed for this reason. Then the department decided to de-scope the work and change the STP's technology on SBR which requires much less land i.e. approx 0.12 to 0.15 acre per MLD. Letter were sent to the government to allow the change and the permission was granted on 31.07.2014. (**Annexure 04)**

- **Ongoing Project's brief;**

AMRUT SCHEME- This scheme was introduced in year 2017. Under this scheme work order was given on 28.12.2017 **(Annexure 05)** 04 nos STP work i.e. 34 MLD STP at Lalpur, 32 MLD STP at Kathonda, 29 MLD STP at Tewar & 05 MLD STP at Civil line respectively & one lakhs house

connections are proposed along with laying of sewer line. Present status of STP's are given below:

S. No.	STP Detail	Present Status	Completion / Expected Completion	Connected Households (Nos)
1	32 MLD STP Kathonda	Completed & Commissioned	Jan 2022	32000 Nos
2	29 MLD STP Tewar	Construction Completed & Commissioned work is in progress	15-11-2023	Nil
3	34 MLD STP Lalpur	95% Construction Completed	30-11-2023	Nil
4	05 MLD STP Civil Line	10% Construction Completed	30-06-2023	Nil

Balance work is expected to be completed by March 2024.

Reasons for delay in STP Work & Action Taken by JMC are as below:-

S. No.	STP Detail	Major Reason For Delay	Action Taken By JMC	Remarks
1	29 MLD STP	Construction was completed in given time but commissioning is pending due to Non Connectivity of existing sewer network laid under JNNURM and Delay in laying of Main sewer line & Construction of Sewage Pumping Station by executive agency of JNNURM	• Notice issued to the concern agency m/s Simplex Meinhardt to pace up the work or else work will be terminated via letter no. 65 dated 14.08.2020, 88 dated 22.09.2020 and 109 date 04.11.2020 • JNNURM Work was terminated via letter 128 dated 15.12.2020 • Total Rs. 8,97,60,000/- was forfeited through bank guarantee via letter no. 136 date 24.12.2020 & 137 date 24.12.2020 • New tender was called for the balance work of JNNURM scheme and work order was issued on 23.07.2021	**Annexure 06** **Annexure 07** **Annexure 08** **Annexure 09**
2	34 MLD STP	Government land was not available at identified location.	Required Land was buy by the Jabalpur Municipal corporation in the interest of work and handed over to the Executive agency in	**Annexure 10**

			18.06.2021	
3	05 MLD STP	This STP was proposed in Ganga nagar, Jabalpur. Land was not available	JMC tried to find government land & Private land for acquisition but could not. So JMC decided to construct a Sewage pumping station in Ganga Nagar and Construct this 05 MLD STP at Civil line. Land was identified and allotted to JMC on 12.07.2022	**Annexure 11**

Note- Only 40% household of the city will be covered after Completion of AMRUT scheme. Balance 60% household area of the city work is proposed under AMRUT 2.0.

- ## Proposed Projects;

Approximated 750 KM of sewer network, Total 65 MLD capacity of STP's at different locations & two lakhs house connection work for balance area of the city, is proposed under **AMRUT 2.0** sewerage scheme. DPR preparation work is in progress. This work expected to be completed by **30.06.2027.**

ANX - 1

Urban Water Supply and Environmental Improvement in Madhya Pradesh
Project Implementation Unit
Municipal Corporation, Jabalpur

प्रोजेक्ट उदय
नगरीय विकास आपके आसपास

No. 1612 /PIU/ADB/JBP/WW/04 Jabalpur, Dated 15-10-07

To

Rajani Construction Company, Bhopal JV with
Makhija Construction Company, Indore.
10, Meenakshi Regency,
Idgah Hills,
Bhopal-462001

Notice to Proceed

Sub: Construction and maintenance of 50 MLD Capacity Sewage Treatment Plant by Waste Stabilization Pond Process at Kathonda, Jabalpur (Package no. JBP-WW-04)

Ref:

a)Your offer against IFB No. PIU/JBP/LCB/OPEN/07 dt. 15-01-2007 for Contract Package No. JBP-WW-04

b) Notification of Award (Letter of Acceptance) issued vide this office letter no 863/PIU/ADB/JBP/WW/04 dated 14/09/2007.

1 A copy of Contract agreement duly signed by the undersigned and authorized representative of M/s Rajani Construction Company (Bhopal) joint venture with Makhija Construction Company(Indore);Bhopal for the work of Construction and maintenance of 50 MLD Capacity Sewage Treatment Plant by Waste Stabilization Pond Process at Kathonda, Jabalpur (Package no. JBP-WW-04) is enclosed herewith.

2 The item wise rates under the Contract shall be as stipulated in Price Proposal (Vol. II) for a total Contract amount of Rs 7,98,30,865.0. (Seven Crore Ninety Eight Lakh Thirty Thousand Eight Hundred Sixty Five Rupees only) including taxes and provisional sums of Rs 7,50,000.0 (Rupees Seven lakh fifty thousand only)

3 Time for completion of work under this agreement shall be 547 days from the date of issue of this letter i.e Notice to Proceed.

4 It is directed to submit work program as per agreement within 15 days from the date of Notification of award (Letter of Acceptance)

5 The scope of work shall be as per details specified in the agreement enclosed.

6 Payment conditions shall be as per the agreement briefed below.

(a) The Advance Payments shall be: 10% of the contract price and shall be paid to you in two equal installments. First installment to be paid on mobilization and Second installment after utilisation of the first installment amount.

(b) The proportion of payments retained from each running bill shall be 5% of bill.

The liquidated damages for the whole of the Works are 0.05% of the contract value per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.

The 'Standard Specifications' (Civil Works) and Quality Assurance & Quality control manual issued along with bid document shall be followed for Works under the UWSEIMP(Project UDAY)

8 Third party inspection shall be done by "Certification Engineers International Ltd.", Navi Mumbai (inspection of all materials like Valves etc. other than pipes, fittings and their accessories) and the RITES Limited (only for inspection of pipes, fittings and their accessories) as per contract agreement with them. Copy of Work order to CEIL & RITES stipulating rates of inspection of various materials is enclosed.

9 The terms & conditions of the contract shall be as per the Contract Document and Contract Agreement duly signatured.

As per this Notice to Proceed with the Work and conditions stipulated in the enclosed agreement, it is directed to commence the work immediately.

Commissioner,
Jabalpur Municipal Corporation

Encl: Copy of Contract Agreement
Letter to CEIL
Letter to RITES

Date:

No..PIU/ADB/JBP/WW/04

Copy to:

1. Project Director, UWSEIMP (PMU), Bhopal for information. Three copies of agreement is enclosed for your record.
2. Financial Advisor, PMU, Bhopal
3. Team Leader, PMC,Bhopal
4. Deputy Team Leader, DSC (E), Jabalpur
5. Deputy Construction Manager, DSC(E),Jabalpur
6. Certification Engineers International Ltd., Great Easter Chambers, 5 th floor, Sector 11, Belapur CBD, Navi Mumbai-400614 (Fax:- 022-27580041, 27572011)
7. The RITES Limited, Churchgate Station Building, Second Floor,M.K.Road, Mumbai-400020 (Fax: 022-22084155)

Encl: As Above

Commissioner,
Jabalpur Municipal Corporation

ANX-2 (Annexure-16)

Urban Water Supply and Environmental Improvements in Madhya Pradesh
Project Implementation Unit
Municipal Corporation, Jabalpur

उदय
उन्नत विकास आपके आंगन में

No. 46 /PIU/ADB/JBP/WW/04 Jabalpur, Dated: 06/11/10

To,

M/s Rajani Construction Company,
Bhopal JV with Makhija Construction Company
10, Meenakshi Regency, Idgah Hills,
Bhopal – 462001

Subject: Construction and Maintenance of 50 MLD Capacity Sewage Treatment Plant by Waste Stabilization Pond Process at Kathonda, Jabalpur – Contract Package no. JBP/WW/04. Substantial Completion Certificate

This has reference to your request vide letter 244/RM/(JV)/JBP/07-08 dated 02.08.2010 and the subject referred above requesting for issue of Completion Certificate for the works carried out under the package referred above. Accordingly, please find herein enclosed the Substantial Completion Certificate as requested. This is for your reference, records and further necessary action.

Project Manager
Project Implementatron Unit,
Jabalpur

CC: The Project Director, Project UDAY, Bhopal, for information.
CC: Commissioner, Municipal Corporation, Jabalpur.
CC: DTL/ DCM, DSC(E), Jabalpur
CC: Subject File.

Urban Water Supply and Environmental Improvement in Madhya Pradesh
Project Implementation Unit
Municipal Corporation, Jabalpur

Jabalpur, Dated 06/12/10

No. 826 /PIU/ADB/JBP

SUBSTANTIAL COMPLETION CERTIFICATE

With reference to your request vide letter 241/RM(JV)JBP/07-08 dated 02.06.2010 the substantial completion certificate for the works under Contract IIIP/WW/04 is hereby being issued as detailed below:

1.	Name of Work	Construction and Maintenance of 50 MLD Capacity Sewage Treatment Plant by Waste Stabilization Pond Process at Kathonda
2.	Name of Contractor	M/s Rajani Construction Company Bhopal JV with Makhija Construction Company, Indore
3.	Agreement No.	1012/PIU/ADB/JBP/WW/04
4.	Letter of Acceptance	863/PIU/ADB/JBP/WW/04 dated 14.09.2007
5.	Notice to Proceed.	1012/PIU/ADB/JBP/WW/04 dated 15.10.2007
6.	Stipulated date of Completion.	14-04-2009
7.	Extended date of Completion	30-11-2010
8	Original Contract Price	Rs 7, 98, 30,865/- (Including provisional sum)

Details of major works which have been successfully completed by M/s Rajani Construction Company, Bhopal JV with Makhija Construction Company under package JBP/WW/04 are as follows:

Civil Works:-

1. Raw influent chamber
2. Inlet Chamber with coarse screen (Two numbers)
3. Screen Chamber Medium bar screen – mechanically operated, two numbers and one manually operated
4. Detritus type grit chambers two numbers
5. Anaerobic ponds
6. Sludge pond
7. Facultative ponds

"Manas Bhawan", Jabalpur - 482002 ☎ 91+761-4066656, Fax : 91+761-4066519 Email : piuadb_jbp@yahoo.co.in

8. Flow Measurement Unit
9. All junction/bypass chambers for sewage distribution to various units, connecting piping / channel for all units
10. Administrative building with laboratory and control room
11. Miscellaneous items like roads, surface drain, tree plantation, etc.
12. Sludge Pump
13. Safety equipments.
14. Operation & Maintenance for 12 months
15. Other related works of the plant

- All preparatory work, topographical & soil condition survey
- Leveling and dressing of the site, excavation, and disposal of all surplus earth to a suitable location
- Preparation of drawings of all mechanical, electrical and instrumentation system and equipment, for WSP.
- Construction of all civil structures, Plant buildings and other building services
- Preparation and submission of 'As built drawings' and Operation & Maintenance manual of the plant.

Mechanical Works

- Sluice gates for diversion and isolation of flow through screen chambers, grit chambers, in distribution chambers, bypass chambers, etc. for plant operation wherever required
- One no. (1 working + 1 standby) of bar screens (manually raked), with 75mm. clear opening.
- Two nos. (1working + 1 standby) mechanically raked automatic medium screens and 1 manually raked screen to prevent materials above 25 mm. size from entering the grit chamber. At least two nos. (1 working + 1 standby) portable screening container shall be provided for each screen.
- Two nos. (1 working + 1 standby) grit removal with washing facilities for the grit chamber including classifier mechanism
- Water supply system for the plant area
- Flow measurement arrangement.
- Sludge pump to de-sludge the anaerobic ponds
- Pump with sprinkler arrangement including piping work for development of lawn

Urban Water Supply and Environmental Improvement in Madhya Pradesh
Project Implementation Unit
Municipal Corporation, Jabalpur

उदय

नगरीय निकाय आपके आंगन

Electrical Works:-

- Outdoor two pole structure and transformer
- Supply, installation, testing and commissioning of the complete electrical distribution system inside the plant with
- Main LV switchboards,
- Flood lights mounted on Lattice towers
- Medium screen panel,
- Area Lighting, indoor lighting, etc. as per single line diagram PCE/7009A JBP/WW-04/7/14 EL- 3001, layout drawing and technical specifications.

Please refer to clauses no. 35 and 55.0 of section VII and VIII of the Contract agreement, which define the terms *Defect Liability period* and *completion* respectively. the *Defect Liability period* shall start with the effective date of completion of the work.

Under the circumstances detailed above, we issue this Substantial Completion Certificate to M/s Rajan Construction Company Bhopal JV with Makhija Construction Company, Indore for the package no. *JBP/WW/04* in accordance with the clause no. GCC 55.1 of section VIII of the Contract agreement, subject to the following.

1. This certificate shall not absolve you from completion of the minor as well as other remaining works.

2. The Defect Liability period will commence w.e.f. 01.12.2010.

3. An undertaking will be given by you to abide and strictly comply with all requirements stipulated in the Contract and all sub-clauses of the same stipulated under Section VI, "Works Requirement" of the Contract Document.

ICM, CSC (E)

Project Manager
PIU, U.W.S.E.I. Project

CC: The Project Director, Project UDAY, Bhopal
CC: The Commissioner, Municipal Corporation Jabalpur
CC: OTL/DCM, DSC (E)
C File

wan", Jabalpur - 482002 ☎ : 91+761-4066656, Fax : 91+761-4006519 Email : piuadb_jbp@yahoo.co.in

ANX.-3

OFFICE OF THE COMMISSIONER
MUNICIPAL CORPORATION, JABALPUR

No. /NURM/07/157 Jabalpur, Date 25.8.07

NOTICE TO PROCEED

To,

M/S SIMPLEX-MEINHARDT(J V)
C/O SIMPLEX INFRASTRUCTURES LTD
SIMPLEX HOUSE, 27, SHAKSPEARE SARANI,
KOLKATA- 700017

Subject:- Providing, laying & Jointing of different diameter stone ware and RCC pipe sewer lines, out fall sewer line and construction of manhole chambers with hydraulic testing and Commissioning including Detailed survey, Drawing, design & execution as per design criteria of the project for Zone II,III,IV,V for fulfilment of Tendered cost of work.

Reference:- Your Bid Dated 24 May 2007 and agreement Dated 07Aug 2007.

Pursuant to your furnishing the requisite performance security as stipulated in clause-10, General condition of contract and signing of the contract for "Providing, laying & Jointing of different diameter stoneware and RCC Pipe sewer line out fall sewer line and construction of manhole chambers with hydraulic testing and Commissioning including Detailed survey, Drawing design & execution as per design criteria of the project for Zone II,III,IV,V" for fulfilment of Tendered cost of work, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Enclosure: Copy of project Report & Agreement document.

O/C
COMMISSIONER
MUNICIPAL CORPORATION
JABALPUR

Endt.No. /NURM/07/158 Jabalpur, Date 25.8.07

Copy to: -
1. Hon'ble Mayor, Municipal Corporation Jabalpur.
2. Superintending Engineer, Municipal Corporation Jabalpur
3. Shri S.K. Diwedi, Executive Engineer, Municipal Corporation Jabalpur
4. Shri R.K. Gupta, Assistent Engineer, Municipal Corporation Jabalpur

25/8/07.

O/C 25/8/07
COMMISSIONER
MUNICIPAL CORPORATION
JABALPUR

D:\JNNURM\DATA\SLUMSSLI\M.doc

ANX - 4

No. 4) 12015/(1)/M/NURM/2006-CPHEEO
Government of India
Ministry of Urban Development
(CPHEEO)

Sub: Change of technology of STP under UIG sewerage project of Jabalpur (Phase-II) reg.

I.R. is a letter No. NURM/47/M/2014-15 dated 02.06.2014 from Chief Engineer, Urban Administration and Development Department (UADD), Govt. of Madhya Pradesh addressing to Director (NURM-I) requested to sanction the revised DPR considering the change of STP technology and arrangement for additional amount of Rs 130 crore

The letter of municipal commissioner, Jabalpur endorsed with the letter of Chief Engineer, UADD has been examined and comments of CPHEEO are as under:

1. The original proposal was sanctioned at an estimated cost of Rs.78.063 crore which included a component of sewage treatment plant with Waste Stabilization Pond costing Rs.4.84 crore however during execution it has been proposed to change the technology to Sequential Batch Reactor (SBR). The cost of treatment plant with SBR technology is Rs 130 crore However, the State Govt. was advised by the Ministry vide letter No. K-14012/05/N-III (N-IV) dated 21st March, 2014 to invite tender with open technology without mentioning the treatment technology by selecting various parameters like land availability, daily sewage generation, quality of effluent, operation and maintenance cost and proposed utilization of treated effluent. In response, the Jabalpur Municipal Corporation has indicated that they have proposed to change technology from stabilization pond to SBR keeping in view the land constraint, recycle and reuse of treated waste water and discharge of effluent into Narmada river, capital cost, land cost, operation and maintenance cost for 15 years operation. They also requested, the Ministry to release the additional fund of Rs.130 crore and sought approval from the Ministry for change of technology.

2. In this connection it may be mentioned that as per the guidelines of JNNURM, any increase in cost due to change in the scope of work and price escalation has to be borne by the concerned State Govt./ULB. Therefore, in the present scheme the Govt. of Madhya Pradesh /Jabalpur Municipal Corporation need to bear the additional cost due to change of STP technology. The major cost of the STP is to be borne by the State Govt./ULB, it is suggested that the Jabalpur Municipal Corporation may select any appropriate technology suiting to the local condition such as availability of land for proposed capacity of STP and future expansion,

(307)

capital cost, O&M cost for 25 years, influent and effluent wastewater quality, reuse and recycle of wastewater for various non consumptive use, energy requirement and invite tender in a transparent manner as per the prevailing practice in the State Govt.

Ministry may like to forward the aforesaid comments to State Govt. for taking further necessary action.

(A.K.Saha)
Assistant Adviser (PHE)
25.07.2014

Joint Adviser (PHE&E) MD

23/7/2014

DIV (MUCH. I)

31/7/14

DS(MW)

5222/DS(MW)/14
29/7/14

(299)

ANX- 5

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR

(Commissionerate)
Manas Bhawan Building Wright Town Pin-482002 E-mail - [illegible]

No AMRUT/2017-18/2[illegible] Jabalpur Date- 28 December 2017

WORK ORDER

To

Eagle Infra-P.C.Snehal (JV),
3rd floor, City Center,Near Swastik Char Rasta,
C.G. Road, Navrangpura,
Ahamdabad (Guj)

Subject :- Construction of Comprehensive Sewerage System in Zone 02, 03, 04 and 05 of Jabalpur including Property Connection, STP and All allied Works

Reference :- Tender No/ Dated- 2352/33-s-2017 & agreement Dated - 28 December 2017.

NAME OF WORK :-

1. Providing laying and jointing of sewerage pipelines including construction of manholes and sewer appurtenances.
2. Construction, supply, erection and commissioning of Sewerage treatment plant and RCC sump well along with providing and installation of pumps from sump well to STP.
3. Providing house sewer chambers and laterals for connecting sewer to container sewer lines
4. Providing and laying of HT feeder connection up to Sewerage treatment plant
5. Providing house sewerage connections

Including Operation & Maintenance of the Comprehensive Sewerage System of Zone 2,3,4 & 5 for a period of 10 years

CONTRACT COST:- 1. Capital cost Rs.3,62,31,37,528.27
O&M Cost
2. O&M cost Rs.42,65,71,544.42
3. Electrical cost Rs.33,60,30,500.00
Total Rs. 4,38,57,39,572.69

Approved Tender Rate -As per Agreement

Time of Completion - 30 Months including Rainy Seasons Capital Work & 10 Years Operation& Maintenance

You are hereby instructed to proceed the execution of the said works in accordance with the contract documents & complete the work in stipulated time period. It is also instructed to submit the work programme immediately

Enclosure - Referenced Agreement IInd Copy.

Commissioner
Municipal Corporation Jabalpur

Endt. No AMRUT/2017-18/2[illegible] Jabalpur Date- 28 December 2017

Copy to :- For information & necessary action

1. Honorable Mayor, Municipal Corporation Jabalpur
2. Commissioner, Urban Administration and Development Madhya Pradesh Bhopal.
3. Engineer in Chief Urban Administration and Development Madhya Pradesh Bhopal.
4. Shri Ajay Sharma Project Manager (AMRUT-SEWER) Municipal Corporation Jabalpur for execution of the project
5. Team leader Egis india ltd. camp. Jabalpur
6. M/s Snow Fountain Consultants, Lucknow for commencement of the project.

Commissioner
Municipal Corporation Jabalpur

ANX-6

कार्यालय नगर पालिक निगम जबलपुर

आजाद भवन कंपिंग, हाईट गार्डन, जबलपुर - 482002

क्र. / Sewer / 2020–21 / 65 जबलपुर दिनॉक 14/8/2020

प्रति,

प्रोजेक्ट मैनेजर,
सिम्पलेक्स मेनहार्ट जे.वी.
K-17 पंचशील नगर, नर्मदा रोड, जबलपुर।

विषयः— सीवरेज फेस–2 के कार्य के संबंध में।

संदर्भ :— 1. कार्यादेश क्र. NURM/07/157 दिनांक 25.8.2007।
1. इस कार्यालय के पत्र क्र. 181 दिनांक 30.01.2020
2. इस कार्यालय के पत्र क्र. 58 दिनांक 23.07.2020

आपके द्वारा सीवरेज फेस–2 अंतर्गत सीवर लाइन बिछाने का कार्य किया जा रहा है। उक्त कार्य की विस्तृत जानकारी मानचित्र में अंकित कर as built drawing कार्यालय में प्रस्तुत करने संदर्भित पत्र क्र. 1 से पत्र दिया गया है किंतु आज दिनांक तक प्रस्तुत नहीं की गई है। पुनः निर्देशित किया जाता है कि 03 दिवस के भीतर as built drawing कार्यालय में प्रस्तुत करें।

संदर्भित पत्र क्र. 02 से आपको जोन क्र. 02 एवं 04 के विभिन्न स्थानों में अधूरे लाइन को कार्य प्रारंभ कर पूर्ण करने पत्र दिया गया था किंतु आपके द्वारा आज तक कार्य प्रारंभ नहीं किया गया है। जिससे सीवर लाइन परियोजना का लाभ शहरवासियों को नहीं मिल पा रहा है। मान. उच्च न्यायालय द्वारा भी धीमी प्रगति के कारण लगातार नाराजगी व्यक्त की जा रही है। इसी तरह SPS-3 के निर्माण कार्य करने पत्र क्र. 52 दिनांक 13.07.2020 को पत्र दिया गया था। जिसमें आपके द्वारा पत्र क्र. 1166 दिनांक 29.07.2020 से rate revision करने पत्र दिया गया है, उक्त मांग अमान्य की जाती है। अतः अनुबंध में दिये गये दर अनुसार ही कार्य करना सुनिश्चित करें।

अतः आपको निर्देशित किया जाता है कि आप तत्काल कार्य प्रारंभ करना सुनिश्चित करें। अन्यथा अनुबंध निरस्त कर कार्य अन्य एजेंसी से कराया जायेगा एवं कार्य कराये जाने में अतिरिक्त व्यय होने वाली राशि की प्रतिपूर्ति आपके जमा सुरक्षा निधि से की जायेगी।

प्रोजेक्ट मैनेजर (JNNURM)
नगर निगम जबलपुर

ofc

पृ. क्र. / Sewer / 2020–21 / 65 जबलपुर दिनॉक 14/8/2020

प्रतिलिपि,

1 आयुक्त, नगर निगम जबलपुर की ओर आवश्यक कार्यवाही हेतु।
2 प्रबंध संचालक, सिम्पलेक्स मेनहार्ट जे. व्ही., सिम्पलेक्स हाउस–27 सेक्सपियर सारणी कोलकाता की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

14/8/2020

प्रोजेक्ट मैनेजर (JNNURM)
नगर निगम जबलपुर

कार्यालय नगर पालिक निगम जबलपुर

नगर पालिक निगम, गर्मदा रोड, जबलपुर - 482002

क्र. / Sewer / 2020–21 / 89 जबलपुर दिनांक 22/9/2020

प्रति,

प्रोजेक्ट मैनेजर,
सिम्पलेक्स मेनहार्ट जे.वी.
K-17 पंचशील नगर, नर्मदा रोड, जबलपुर।

विषय: सीवरेज क्लस्टर–2 का कार्य प्रारम्भ करने के संबंध में।

संदर्भ :– 1. कार्यादेश क्र. NURM/07/157 दिनांक 25.8.2007।
2. इस कार्यालय के पत्र क्र. 65 दिनांक 04.08.2020
3. आपका पत्र क्र. 1087 दिनांक 20.08.2020

उपरोक्त संदर्भित पत्र से आपको कार्य प्रारंभ करने पत्र दिया गया था। किंतु आपके द्वारा कोविड–19 का उल्लेख कर कार्य प्रारंभ नहीं किया गया। जबकि शासन निर्देशानुसार सभी सिविल वर्क सामान्य रूप से क्रियान्वित हो रहे हैं। अतः आपको वर्क प्रोग्राम एवं मशीनरी व श्रमिक बुलाकर कार्य प्रारंभ करें।

अभी तक किये गये कार्य की विस्तृत जानकारी मानचित्र में अंकित कर as built drawing एस्टीमेट एवं आपके संयुक्त हस्ताक्षरयुक्त ड्राईंग की हार्डकापी कार्यालय में प्रस्तुत करें

SPS-3 का कार्य आपके स्कोप ऑफ वर्क में शामिल है। अतः SPS-3 का निर्माण कार्य CPK से समन्वय स्थापित कर कार्य प्रारंभ करें। कार्य प्रारंभ न करने संबंधित तथ्य मान्य योग्य नहीं है। अतः अनुबंध में दिये गये वर्क अनुसार ही कार्य करना सुनिश्चित करें।

अतः आपको निर्देशित किया जाता है कि आप तत्काल कार्य प्रारंभ करना सुनिश्चित करें, अन्यथा अनुबंध निरस्त कर कार्य अन्य एजेंसी से कराया जावेगा एवं कार्य कराये जाने में अतिरेक्त व्यय होने वाली राशि की प्रतिपूर्ति आपके जमा सुरक्षा निधि से की जावेगी।

प्रोजेक्ट मैनेजर (JNNURM)
नगर निगम जबलपुर

o/c

क्र. / Sewer / 2020–21 / 88 जबलपुर दिनांक 22/9/2020

प्रतिलिपि

1. आयुक्त, नगर निगम जबलपुर की ओर आवश्यक कार्यवाही हेतु
2. प्रबंध संचालक, सिम्पलेक्स मेनहार्ट जे. वी., सिम्पलेक्स हाउस 27 सेक्सपीयर सरणी कोलकाता की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

प्रोजेक्ट मैनेजर (JNNURM)
नगर निगम जबलपुर

24/9/20 24/09/2020

कार्यालय नगर पालिक निगम जबलपुर

मालवीय भवन डिविजिक, सर्वेट कम्पनी, जबलपुर - 482002

क्र. / Sewer / 2020–21 / 109 जबलपुर दिनांक 04/11/2020

सूचना –पत्र

प्रति,

प्रबंध संचालक,
सिम्पलेक्स पेनहार्ट जे. व्ही.,
सिम्पलेक्स हाउस- 27 सेक्सपियर सारणी कोलकाता

विषयः— नलजल निकासी प्लेस–2 के कार्य संबंध में।

संदर्भ :— 1. अनुबंध एवं कार्यादेश क्र. NURM/07/157 दिनांक 25.8.2007।
2. इस कार्यालय के पत्र क्र 65 दिनांक 04.06.2020
3. आपके कार्यालय पत्र क्र. 1067 दिनांक 20.08.20702.
4. इस कार्यालय के पत्र क्र. 88 दिनांक 22.09.2020

आपके द्वारा सीवरेज केस–2 अंतर्गत जबलपुर शहर के जोन 02,03,04,एवं 05 में सीवर लाइन बिछाने व एस.टी.पी.एस. निर्माण का कार्य वर्ष 2007 से किया जा रहा है। आपके द्वारा 13 वर्ष की अवधि में अभी तक केवल 65 प्रतिशत कार्य किया गया है। जो कि अत्यंत असंतोष जनक है। आपको निगम द्वारा निरंतर कार्य प्रगति बढ़ाने उपरोक्त संदर्भित पत्र से आपको एवं आपके प्रोजेक्ट मैनेजर कैम्प जबलपुर को कार्य प्रारंभ करने पत्र दिया गया था। किंतु आपके द्वारा कार्य प्रारंभ नहीं किया गया।

अतः आपको अंतिम पत्र से निर्देशित किया जाता है कि आप तत्काल कार्य प्रारंभ करना सुनिश्चित करें। अन्यथा अनुबंध की GCC कंडिका 63.1 के अनुसार अनुबंध निरस्त कर Risk and cost के आधार पर कार्य अन्य एजेंसी से कराया जायेगा एवं कार्य होने वाले अतिरेक व्यय प्रतिपूर्ति आपसे की जायेगी। जिसके लिए आप स्वयं जिम्मेदार होंगे।

आयुक्त
नगर निगम जबलपुर

पृ. क्र. / Sewer / 2020–21 / 109 जबलपुर दिनांक 04/11/2020

प्रतिलिपि.

1 प्रोजेक्ट मैनेजर (JNNURM) नगर निगम जबलपुर की ओर आवश्यक कार्यवाही हेतु।
2 प्रोजेक्ट मैनेजर,सिम्पलेक्स मेनहार्ट जे.वी.K-17 पचशील नगर, नर्मदा रोड, जबलपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

आयुक्त
नगर निगम जबलपुर

Received
6/11/2020
(YASHWANT S. VERMA).

ANX-7

Annex-2 1 of 2

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR
(JNNURM)
Manas Bhawan Building, Wright Town Pin- 482002
Phone & Fax No.- 0761-4083846
E-mail - jnnurm@rediffmail.com

S.No./NURM/Sewer/2020-21/125 Jabalpur, Date- 15/12/2020

Managing Director
M/s Simplex – Meinhardt JV
"simplex house", Shakespeare Sarani,
Kolkata (India) 700 001

Subject : Termination of work Providing, Laying & jointing of different Diameter Stoneware and RCC pipe Sewer Lines, Outfall Sewer line and construction of manhole chambers with Hydraulic Testing and commissioning including Detailed Survey, Drawing and Design. Agreement dated 07-08-2007.

Reference: 1- This Office letter no. NURM/Sewer/2020-21/58, date: 23-07-2020
2- This Office letter no. NURM/Sewer/2020-21/65, date: 14-08-2020
3- This Office letter no. NURM/Sewer/2020-21/68, date: 22-09-2020
4- This Office letter no. NURM/Sewer/2020-21/109,date: 04-11-2020

This refers to the notice issued vide letter no. NURM/Sewer/2020-21/58, date 23.07.2020 to start the work and submit the work plan as earliest but no response has been received. Then we also drew your attention for the same and to understand the importance of the work via show cause notice NURM/Sewer/2020-21/65 & 68, date: 14-08-2020 & 22-09-2020 respectively. Again we have not received any work progress but some excuses from your side. Again We draw your kind attention via termination notice no NURM/Sewer/2020-21/109,date: 04-11-2020 to start the work within 14 days or we will take actions against you as per agreement GCC Penal Clause 63.1, for which no response has been received. Now, without prejudice to the provisions of the Contract, You are informed that:

The work entrusted to you have not progressed as per the work plan/revised work plan submitted by you. Till date, only a total of approx 120 KM. of sewer line have been laid out of 161.0 KM. after an elapse of 330% time. As on date, only approx 65% physical progress has been achieved. This indicates very poor progress.

You have miserably failed to take up the works expeditiously, despite our continued requests time to time and as a result the progress of work remained unsatisfactory. The progress achieved as on date is so meager that no benefit has been delivered to the public instead causing uproar, so many articles in local newspapers regarding unsatisfactory work progress disrupting image of Jabalpur Municipal Corporation and bad impression in the minds of the people of Jabalpur about the project in particular.

Your style of functioning indicate that you are not interested in expeditiously taking up the works and ensure completion as per the schedule/sequence agreement provisions and commitments made from time to time in various forums.

You preferred not to expedite the works despite the show cause notice being served upon you many a times and failed to provide a satisfactory response. Even the letter no NURM/Sewer/2020-21/109,date: 04-11-2020 issued by the undersigned directing you to expedite the progress has had virtually no effect.

Annex - 2

2 of 2

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR

(JNNURM)
Manas Bhawan Building Wright Town Pin-482002
Phone & Fax No.- 0761-4085845
E-mail - jnnurm@rediffmail.com

All sincere efforts made by the Municipal Corporation to maximize the work progress under the contract have proved futile because of your lack of interest and non compliance of instructions given by the Employer.

The breaches committed by you are of fundamental nature and go to the root of the case.

In view of the above situation I, Anup kumar Singh (IAS) Commissioner, Municipal Corporation Jabalpur and authorized representative of the Employer by utilizing the powers vested in me as per Clause 63.1 of Chapter 02, General Conditions of the Contract, hereby terminate the Contract. Termination of the Contract will also attract provisions under other relevant clauses of the Contract.

O/C

Commissioner
Municipal Corporation Jabalpur

S.No./NURM/Sewer/2020-21/..128 Jabalpur, Date:-15/12/2020

CC,

1- Administrator/ Divisional Commissioner, Jabalpur (M.P.).
2- Project Manager (JNNURM) , Municipal Corporation Jabalpur for in information.
3- AC(F)/RAD, Municipal Corporation Jabalpur for in information.
4- The Team Leader, WAPCOS Ltd, Manas Bhavan, Wright Town, Jabalpur for information and necessary action.

O/C

Commissioner
Municipal Corporation Jabalpur

ANX. 8

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR
(JNNURM)
Manas Bhawan Building Wright Town Pin- 482002
Phone 0761-2611262
E-mail - jnnurm@rediffmail.com

No./NURM/2020-21/137 Jabalpur, Date: 24/12/2020

To,

The Manager,
Industrial Bank ltd.
Savanti Towers, 3A Upper Wood Street,
Kolkata 700017

Subject: "Invoking Bank Guarantee no. 0015BB07006023 Date 07/05/2007 Amounting Rs. 47,50,000/- issued from your bank submitted by M/s Simplex Meinhardt JV., Simplex House 27, Shakespeare Sarni, Kolkata." Work name:- Providing, laying & jointing of different diameter Stoneware and RCC pipe sewer lines, Out Fall Sewer line and construction of manhole chambers with Hydraulic testing and commissioning including detailed drawing design complete for zone II, III, IV, V at Jabalpur City.

Refe: Our letter no. NURM/2020-21/129 Date 15-12-2020.

With reference to the above subject matter your bank guarantee no. 0015BB07006023 Date 07/05/2007 Amounting Rs. 47,50,000/- was issued to the beneficiary, "The Commissioner Municipal Corporation Jabalpur" for the works referred above. The Contractor had submitted this BG in line with the provisions of clause 63.2 & 63.3 of section under GCC.

As the progress of works was far from satisfactory As a consequence you are requested to invoke the above Bank Guarantee immediately transfer the amount of Rs. 47,50,000.00 (Rs. Forty Seven Lakhs Fifty Thousand only) to "The Aayukta, Nagar Nigam Jabalpur" A/c no.- 20734302689, IFSC code- ALLA0210200 at Indian Bank (Allahabad Bank), Jabalpur Branch Shastri Marg JABALPUR.

I Anup Kumar singh Commissioner (Aayukta) Municipal corporation Jabalpur hereby authorize Mr. Sanjay singh Kushwah, Sub Engineer, Municipal Corporation Jabalpur to receive and sign the documents, whose signature is attested below.

(Sanjay Singh Kushwah)
Sub Engineer
(J.N.N.U.R.M.)
Municipal Corporation
Jabalpur

Signature Attested

(Anup Kumar singh)
Commissioner
Municipal Corporation, Jabalpur

Commissioner
Municipal Corporation

Enclosed: Original Issued Bank Guarantee.

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR
(JNNURM)
Manas Bhawan Building Wright Town Pin- 482002
Phone 0761-2611262
E-mail - jnnurm@rediffmail.com

No./NURM/2020-21/...132 Jabalpur, Date: 24/12/2020

To,

The Chief Manager
Indian bank (Allahabad bank)
LCB, Kolkata 17
RN Mukharjee Road, Kolkata

Subject: "Invoking Bank Guarantee no. 0150119IFG032058 Date 27/12/2019 Amounting Rs. 8,50,10,000/- issued from your bank submitted by M/s Simplex Meinhardt JV., Simplex House 27, Shakespeare Sarni, Kolkata." Work name:- Providing, laying & jointing of different diameter Stoneware and RCC pipe sewer lines, Out Fall Sewer line and construction of manhole chambers with Hydraulic testing and commissioning including detailed drawing design complete for zone II, III, IV, V at Jabalpur City.

Refe: Our letter no. NURM/2020-21/130 Date 15-12-2020.

With reference to the above subject matter your bank guarantee no. 0150119IFG032058 Date 27/12/2019 Amounting Rs. 8,50,10,000/- was issued to the beneficiary, "The Commissioner Municipal Corporation Jabalpur" for the works referred above. The ,Contractor had submitted this BG in line with the provisions of clause 63.2 & 63.3 of section under GCC.

As the progress of works was far from satisfactory As a consequence you are requested to invoke the above Bank Guarantee immediately transfer the amount of Rs. 8,50,10,000.00 (Rs. Eight Crores Fifty Lakhs Ten Thousand only) to "The Aayukta, Nagar Nigam Jabalpur" A/c no.- 20734302689, IFSC code- ALLA0210200 at Indian Bank (Allahabad Bank), Jabalpur Branch Shastri Marg JABALPUR.

I Anup Kumar singh Commissioner (Aayukta) Municipa corporation Jabalpur hereby authorize **Mr.** Sanjay singh Kushwah, Sub Engineer, Municipal Corporation Jabalpur to receive and sign the documents, whose signature is attested below.

(Sanjay Singh Kushwah)
Sub Engineer
(J.N.N.U.R.M.)
Municipal Corporation
Jabalpur

Signature Attested

(Anup Kumar singh)
Commissioner
Municipal Corporation, Jabalpur

Enclosed: Original Issued Bank Guarantee.

Commissioner
Municipal Corporation, Jabalpur

ANX-9

OFFICE OF THE MUNICIPAL CORPORATION JABALPUR
(UNDER and RENT)
Manas Bhawan Building Wright Town Pin--482002 E-mail - jmcmm@rediffmail.com

No sewer/2021-22/6

Jabalpur Date 23./July /2021

WORK ORDER

To

P.C.Snehal Construction pvt ltd,
Ground floor Pravesh Aparment,
10 Mahadev Nagar Society Lane 5,
Sardar Patel statue stadium road Naran pura
Ahamdabad (Guj)

Subject: - Balance Work of Sewerage Network in Zone 2,3,4 & 5 of JABALPUR Municipal area

Reference: - Tender No/ sewer/2021/prp/562 Date 16-3-2021 & agreement Dated 23- July 2021.

(A)NAME OF WORK - Balance Work of Sewerage Network in Zone 2,3,4 & 5 of JABALPUR Municipal area including-

1.Providing, laying and jointing of different diameter of Sewer Lines and construction of manhole chambers with hydraulic tesfing and commissioning.
2.Construction of Sewage Pumping Stations (SPS)
(a)- Construction of Lifting Station
(b)-Construction of Control Room & laying of Pumping Main Complete.
(c)-Providing& Installing Horizontal Centrifugal Sewage Pumps
(d)-Provision of Diesel Generators sets for lifting station
3-Hydraulic Testing and Commissioning of Already Laid Sewer Line

(B)Approved Tender Rate- 28.97% Above Rs.54,24,45127.11 (Fifty Four Crore Twenty four Lakh Forty Five Thousand one hundred twenty seven only) + 12%GST

(C)Time of Completion- 12 months (including rainy season)

You are hereby instructed to proceed the execution of the said works in accordance with the contract documents & complete the work in stipulated time period. It is also instructed to submit the work programme immediately.

Enclosure - Referenced Agreement IInd Copy.

Commissioner
Municipal Corporation Jabalpur

Endt. No sewer/2021-22/6

Jabalpur Date 23./July /2021

Copy to: - For information & necessary action

1. Honorable Administrator, Municipal Corporation Jabalpur
2. RAD , Municipal Corporation Jabalpur
3. Project Manager (SEWER) Municipal Corporation Jabalpur for execution of the project

Commissioner
Municipal Corporation Jabalpur

ANX-10

कार्यालय नगर पालिक निगम जबलपुर

अमृत योजना

नगर निगम सिविल लाईन, सर्किट हाउस, जबलपुर – 482002

क्र. / Sewer / 2021–22 / 35

जबलपुर दिनॉक 18/06/2021

प्रति,

प्रोजेक्ट मैनेजर,
मेसर्स ईगल इन्फ्रा इंडिया लि. JV मेसर्स पी.सी. स्नेहल,
3th तल, सिटी सेंटर, स्वास्तिक चार रास्ता के पास,
सी.जी. रोड, नवरंगपुर, अहमदाबाद (गुजरात)।

विषय :– ललपुर में प्रस्तावित एस.टी.पी. का कार्य प्रारंभ करने बावत्।

विषयांतर्गत लेख है कि अमृत सीवर योजनांतर्गत ललपुर में 34 एम.एल.डी. क्षमता का एस.टी.पी. का निर्माण किया जाना प्रस्तावित है। निगम द्वारा मेसर्स श्री विनायक एसोसिएट से ग्वारीघाट, ग्राम ललपुर प.ह.न.–8 खसरा नं 136/2 ख, 136/4 ग एवं 136/2झ कुल रकबा 2.024 हेक्टेयर अर्थात 5.05 एकड़ भूमि को आपसी करार से क्रय किया गया है। उक्त भूमि पर निर्माण कार्य प्रारंभ करना सुनिश्चित करें।

कार्यपालन यंत्री
अमृत योजना (सीवर)
नगर निगम जबलपुर

पृ. क्र. / Sewer / 2021–22 / 35

जबलपुर दिनॉक 18/06/2021

प्रतिलिपि, –

1. सहायक यंत्री / उपयंत्री, नगर निगम जबलपुर की ओर सूचनार्थ।
2. रेसीडेंट इंजीनियर, एजिस इं. प्रा. लि. जबलपुर को सूचनार्थ एवं उक्तानुसार कार्य कराना सुनिश्चित करें।

कार्यपालन यंत्री
अमृत योजना (सीवर)
नगर निगम जबलपुर

ANX- II

कार्यालय कलेक्टर, जिला–जबलपुर

न्यायालय अपर कलेक्टर (राही) एवं राजस्व प्रकरण क्रमांक 0163/अ–20(1)/2021–22

:–आदेश–:

(पारित दिनांक 12/07/2022)

1– प्रकरण का संक्षिप्त विवरण इस प्रकार है कि कलेक्टक आयुक्त, नगर पालिक निगम, जबलपुर द्वारा पत्र क्रमांक/Sewer/2021–22/79 जबलपुर दिनांक 16.08.2021 प्रेषित कर लेख किया है कि जबलपुर शहर की मलजल निकासी परियोजनांतर्गत सिविल लाइन क्षेत्र में एक मलजल शोधन संयंत्र (STP) का निर्माण किया जाना प्रस्तावित है। प्रस्तावित एस.टी.पी. हेतु दिनांक 12.08.2021 को सिविल लाइन क्षेत्र के राजस्व निरीक्षक राजस्व विभाग एवं परियोजना अधिकारी, नगर निगम जबलपुर के द्वारा संयुक्त निरीक्षण किया गया । जिसमें एन.सी.सी. चौक के समीप म.प्र. लोककर्म विभाग कार्यालय, जबलपुर के पीछे नाले के समीप भूमि का चयन, उक्त एस.टी.पी. निर्माण हेतु किया गया है। उक्त चयनित भूमि का सिटी सर्वेक्षण ब्लाक नं. 39 , प्लाट नं. 2/1 रकबा 22.5904 एकड़ भूमि स्वामी महाकौशल महाविद्यालय इन्चार्ज लोककर्म विभाग है। जिसमें से लगभग 2.50 एकड़ भूमि की नगर निगम जबलपुर को एस.टी.पी. निर्माण हेतु आवश्यकता है। आवेदक नगर पालिक निगम, जबलपुर द्वारा जनहित कार्य में चिन्हित स्थल पर उक्त भूमि में से लगभग 2.50 एकड़ भूमि पर मलजल शोधन संयंत्र (एस.टी.पी.) के निर्माण हेतु भूमि आवंटित किये जाने की मांग की गयी है।

2– जिला नजूल निर्वतन समिति द्वारा मौजा सिविल स्टेशन ब्लॉक नं. 39 , प्लाट नं. 2/1 रकबा 22.5904 एकड़ भूमि जो महाकौशल महाविद्यालय इन्चार्ज लोककर्म विभाग के नाम भूमिस्वामी हक में दर्ज है, में से 2.50 एकड़ भूमि महाकौशल महाविद्यालय इन्चार्ज लोककर्म विभाग से वापस लेकर राजस्व विभाग में स्थिति करते हुये नगर पालिक निगम जबलपुर को आवंटित किये जाने की अनुशंसा सहित प्रकरण/प्रस्ताव सभागीय नजूल निर्वतन समिति को भेजा गया था। कमीश्नर कमिश्नर, जबलपुर संभाग, जबलपुर द्वारा पत्र क्रमांक 583/राजस्व शाखा–1/2022 जबलपुर दिनांक 08.07.2022 के माध्यम से, संभागीय नजूल निर्वतन समिति की बैठक दिनांक 21.06.2022 की प्रति भेजी गयी है। संभागीय नजूल निर्वतन समिति द्वारा म.प्र.प्रदूषण नियंत्रण बोर्ड से अनापत्ति प्रमाण पत्र प्राप्त होने की शर्त पर प्रश्नाधीन शासकीय भूमि मलजल निकासी परियोजनान्तर्गत मलजल शोधन संयंत्र (एसटीपी) निर्माण हेतु नगर पालिक निगम जबलपुर को आवंटित किये जाने के प्रस्ताव का सशर्त अनुमोदन किया गया है।

3– संभागीय नजूल निर्वतन समिति के अनुमोदन पश्चात् मौजा सिविल स्टेशन ब्लॉक नं. 39 , प्लाट नं. 2/1 रकबा 22.5904 एकड़ भूमि जो महाकौशल महाविद्यालय इन्चार्ज लोककर्म विभाग के नाम भूमिस्वामी हक में दर्ज है, में से 2.50 एकड़ भूमि महाकौशल महाविद्यालय इन्चार्ज लोककर्म विभाग से वापस लेकर राजस्व विभाग में स्थिति करते हुये, मलजल निकासी परियोजनान्तर्गत, मल जल शोधन संयंत्र (एस.टी.पी.) के निर्माण हेतु भूमि नगर पालिक निगम जबलपुर को निम्न शर्तों के अधीन आवंटित की जाती है :–

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1— मध्यप्रदेश नजूल भूमि निर्वर्तन निर्देश, 2020 अध्याय – चार की कंडिका 92 की तालिका के क्र.क्र. 1 में अनुसार सार्वजनिक प्रयोजन के लिये – जैसे सड़क , उद्यान, खेल का मैदान, फिल्टर प्लांट, कचरा खत्ती (ट्रेंचिंग ग्राउंड), अस्पताल, स्कूल, कार्यालय आदि के लिये शून्य प्रव्याजि पर नजूल भूमि आवंटन के निर्देश हैं। अतः आवंटित भूमि पर प्रव्याजी देय नहीं होगा ।

2— शासन के प्रतिनिधि , अधिकृत व्यक्ति तथा जिला कलेक्टर व उनके अधिकृत प्रतिनिधियों को भूमि के सही उपयोग तथा शर्तों के पालन का परीक्षण करने के लिये कभी भी भूमि तथा उस पर निर्मित परिसर के निरीक्षण का अधिकार होगा ।

3— मास्टर प्लान एवं समस्त पर्यावरणीय नियमों का पालन करना अनिवार्य होगा ।

4— म.प्र. प्रदूषण नियंत्रण बोर्ड से अनापत्ति प्रमाण पत्र प्राप्त करना अनिवार्य होगा।

5— उक्त भूमि आवंटन शासन द्वारा समय-समय पर जारी समस्त आदेशों / निर्देशों / परिपत्रों के अध्यधीन होगी।

(डॉ. इलैयाराजा टी.)
कलेक्टर,
जबलपुर

क्र. क्रमांक/4306/टी/अपर कले./रांझी/2022 जबलपुर, दिनांक 13/07/2022.

प्रतिलिपि :-

1. प्रमुख सचिव, म.प्र.शासन, राजस्व विभाग, मंत्रालय, भोपाल।
2. प्रमुख सचिव, म.प्र.शासन, नगरीय प्रशासन विभाग, मंत्रालय, वल्लभ भवन,भोपाल ।
3. आयुक्त, जबलपुर संभाग, जबलपुर।
4. कमिश्नर, नगर पालिक निगम, जबलपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु।
5. प्राचार्य, शास. महाकोशल कला एवं वाणिज्य महाविद्यालय, जबलपुर ।
6. अनुविभागीय अधिकारी(राजस्व), अनुभाग रांझी, जबलपुर ।
7. प्रभारी अधिकारी, नजूल शाखा, जबलपुर ।
8. तहसीलदार रांझी, जिला जबलपुर को सूचनार्थ एवं रिकार्ड अद्यतन किये जाने हेतु। उपरोक्त आवंटित भूमि का संशोधित खसरा एवं नक्शे की प्रति 01सप्ताह के अन्दर इस न्यायालय को उपलब्ध करायें।
9. प्रबंधक , ई–गवर्नेंस, को बेवजीआईएस के माध्यम से अभिलेख दुरुस्ती हेतु।
10. रीडर टू कलेक्टर को बेवजीआईएस के माध्यम से अभिलेख दुरुस्ती हेतु ।

कलेक्टर,
जबलपुर

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Annexure R-6 (Colly.)

Construction of Sewerage Project at Hoshangabad

For construction of sewerage Project at Hoshangabad, MPUDC had called tender & allotted to M/s Tahal Consulting Engineers Ltd., Israel on dated 07.09.2018 and agreement was executed on 29.09.2018. Twenty four months (i.e. upto 28.09.2020) time was given to complete the work. Apart from this, this First Amendment Project has been extended till 20.09.2021 and in Second Amendment Project again has been extended till 28.11.2022. Due to very slow progress of work inspite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress. Therefore the contract was terminated on dated 14.07.2022. New Tendering process was again initiated and work was allotted to M/s Bhugan Infracon Pvt Ltd. Gujrat on dated 10.03.2023 and agreement was executed on 12.05.2023. Time has given of 18 months (i.e. upto 18.11.2024) to complete the work.

Following are the status of progress the work at the time of termination of contract and present upto date progress of work.

S.No	Components	Total Qty	Progress on Termination Date	Upto Date Progress
1	Sewerage Network	170 Km	13.554 Km	13.554 Km
2	House Service connections	27948 no's	0	0
3	Road Restoration	13.554 Km	0 Km	0 Km
4	STP (3.84 MLD)	1 Job	5% (Civil work)	5% (Civil work)
5	IPS-1	1 Job	5% (Civil work)	5% (Civil work)
6	IPS-2	1 Job	40% (Civil work)	40% (Civil work)
7	IPS-3	1 Job	10% (Civil work)	10% (Civil work)
8	IPS-4	1 Job	75% (Civil work)	75% (Civil work)
Overall all Physical Progress			6.98%	6.98%
Overall all Financial Progress			3.46%	3.46%

Reason for delay in completion of work is mainly due to very slow progress of original contractor which was terminated on 14.07.2022 and also slow progress of new contractor due to delay in coordination with old contractor regarding designs drawings & site clearance and also due to continuous rain in most of days in the rainy season after signing the contract agreement on dated 12.05.2023. Expected time to complete this project is 18.11.2024.

Mark Whippey
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

Hoshnagabad Sewerage Project at Hoshangabad

Sr. no	Date	Details of actions taken for the work
1	2	3
1	07.09.2018	The work of Hoshangabad Sewerage Project was awarded to M/s Tahal Consulting Engineers Ltd., Israel, vide LOA No. PMU/KfW/2018/4361 Bhopal dated 07.09.2018. Time allowed for complete the work is Twenty four months from the date of signing the contract agreement. [Annexure-1]
2	29.09.2018	Contract agreement was signed on 29.09.2018. Hence time allowed to complete the work upto 28.09.2020 [Annexure-2]
3	21.12.2021	Second Amendment Project again has been extended till 28.11.2022 [Annexure-3]
4	17.03.2020	Letter was written to contractor regarding very slow progress of work vide letter no. PMU/KfW/2020/2320 Bhopal dated 17.03.2020 [Annexure-4]
5	18.08.2020	Letter was written to contractor regarding site visit and very slow progress of work vide letter no. PMU/KfW/2020/5463 Bhopal dated 18.08.2020 [Annexure-5]
6	29.01.2021	Minutes of Meeting – Virtual review under the chairmanship of Commissioner, UADD and Managing director MPUDC letter no. MPUDC/KfW/PMU/1271 Bhopal dated 10.02.2021 [Annexure-6]
7	30.06.2021	Minutes of Meeting – Virtual review under the chairmanship of DPD (T) MPUDC letter no. MPUDC/KfW/PMU/6057 Bhopal dated 12.07.2021 [Annexure-7]
8	12.08.2021	Minutes of Meeting – Virtual Review Meeting for the achievement of milestone under the chairmanship of AMD MPUDC letter no. MPUDC/KfW/PMU/7173 Bhopal dated 12.07.2021 [Annexure-8]
9	19.02.2021	Letter was written to contractor regarding Revised milestone and notice of potential termination of Contract vide letter no. PMU/KfW/2021/1634 Bhopal dated 19.02.2021 [Annexure-9]
10	25.06.2021	Letter was written to contractor regarding Revised milestone and notice of potential termination of Contract vide letter no. PMU/KfW/2021/5430 Bhopal dated 25.06.2021 [Annexure-10]
11	24.09.2021	Letter was written to contractor regarding Revised milestone and notice of potential termination of Contract vide letter no. PMU/KfW/2021/8691 Bhopal dated 24.09.2021 [Annexure-11]

Hoshnagabad Sewerage Project at Hoshangabad

12	20.12.2021	Minutes of Meeting – Review Meeting under the chairmanship of DPD (T) MPUDC letter no. PMU/KfW/2021/11518 Bhopal dated 24.12.2021 [Annexure-12]
13	03.01.2022	Minutes of Meeting – Review Meeting under the chairmanship of DPD (T) MPUDC letter no. MPUDC/KfW/PMU/392 Bhopal dated 17.01.2022 [Annexure-13]
14	24.01.2022	Show Cause Notice for Blacklisting due to slow progress vide letter no. PMU/KfW/2022/688, Bhopal dated 24.01.2022 [Annexure-14]
15	22.02.2022	Collector Review meeting at Hoshangabad vide letter no. PMU/KfW/2022/1733, Bhopal dated 22.02.2022 [Annexure-15]
16	28.03.2022	Minutes of Meeting – Hearing dated 14.03.2022 of M/S Tahal Consulting Engineers Pvt Ltd. against the notice of blacklisted letter no. MPUDC/PMU/2022 Bhopal dated 28.03.2022 [Annexure-16]
17	07.04.2022	Letter was written by PIU to contractor regarding very slow progress of work vide letter no. PIU/HBD/2022/3365 Bhopal dated 07.04.2022 [Annexure-17]
18	04.05.2022	Letter was written to contractor regarding Slippage in financial progress against required target vide letter no. MPUDC/PMU/3866 Bhopal dated 04.05.2022 [Annexure-18]
19	09.05.2022	Letter was written to contractor regarding Slippage in Physical progress against required target vide letter no. MPUDC/PMU/4041 Bhopal dated 09.05.2022 [Annexure-19]
20	10.05.2022	Letter was written to contractor regarding MOM held on 14.03.2022 vide letter no. PMU/KfW/2022/4109 Bhopal dated 10.05.2022 [Annexure-20]
21	31.05.2022	Letter was written to contractor by ENC-MPUDC regarding Slippage of target vide letter no. PMU/KfW/2022/4796 Bhopal dated 31.05.2022 [Annexure-21]
22	11.05.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/4162 Bhopal dated 11.05.2022 [Annexure-22]
23	11.05.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/4162 Bhopal dated 11.05.2022 [Annexure-23]
24	05.07.2022	Letter was written to contractor by ENC-MPUDC regarding the Response to termination of contract vide letter no. PMU/KfW/2022/5995 Bhopal dated 05.07.2022 [Annexure-24]
25	14.07.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/6222 Bhopal dated 14.07.2022 [Annexure-25]
26	21.07.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/6222 Bhopal dated 14.07.2022 [Annexure-25]
27		Present Status of work [Annexure-27]

Hoshnagabad Sewerage Project at Hoshangabad

28		Recent Photographs of the works [Annexure-28]
29	10.03.2023	The Balance work of Hoshangabad Sewerage Project was awarded to the new contractor M/sBhuganInfracon Private limited, vide LOA No. PMU/KfW/2023/1875 Bhopal dated 10.03.2023. Time allowed for complete the work is twenty one months from the date of signing the contract agreement. [Annexure-22]

Mark Whippey
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

HBD - LOA

Madhya Pradesh Urban Development Co. Limited
(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank 8, Arera Hills Bhopal
Tel: + 91-755-2762825, 2763060 Email: cinc@mpudc.co.in, kbhatnagar@mpurban.gov.in,
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2018/4825 Bhopal Dated: 29th September 2

To,

M/s Tahal Consulting Engineers Limited
Plot No. 34, Phase 2
2nd Floor, Sector 44, Gurgaon (Gurugram)
Haryana-122003, India
Email- sumita@tahal.com, pradeepp@tahal.com
Kind Attention: Mr. Sumit Arora, CEO/ Mr Pradeep Pandey

Subject: Notice of Commencement - MPUSEP - Package 1- Hoshangabad Sewerage Project

Ref: (1) Notification of award of contract issued vide letter no. PMU/KfW/2018/4361 dated 07-09-2018
(2) Agreement dated 29-09-2018

We are pleased to notify that the agreement for the Package no 1 under The KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP) - Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradesh and Operate and Maintain the Built System for 10 Years (note the contract formed will now be referred to as **"MPUSEP - Package 1- Hoshangabad Sewerage Project"**) - has been signed.

You are directed to mobilize your team and commence the work on site immediately

(R.K.Vyas)
Engineer-in-Chief

No. PMU/KfW/2018/4826 Bhopal Dated: 29th September 2018

Copy to:

1. PA to Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
2. Collector, Hoshangabad District, Hoshangabad
3. Financial Controller, MPUDC, Bhopal for information and record
4. Project Manager, Project Implementation Unit, MPUDC, Hoshangabad for Information and further action.
5. Chief Municipal Officer, Nagar Palika Parishad, Hoshangabad, District Hoshangabad for information
6. Team Leader, Project Management Consultant, MPUSEP, Bhopal for information

Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

Work Schedule

MADHYA PRADESH URBAN DEVELOPMENT CO. LTD.	
TAHAL GROUP	TAHAL CONSULTING ENGINEERS LTD.
NIT NO.: MPUDC/KFW/ 2018/2646 DATED 13.06.2018	
NAME OF THE PROJECT:- (PACKAGE 1) - SURVEY, REVIEW THE DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF HOSHANGABAD NAGAR PALIKA, DISTRICT HOSHANGABAD OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS (BID NO. 121)	

CONSTRUCTION SCHEDULE

Sumit Arora

TAHAL CONSULTING ENGINEERS LTD.

BAR CHART - CONSTRUCTION WORK SCHEDULE

CLIENT : Madhya Pradesh Urban Development Company Limited
(Government of Madhya Pradesh, Urban Development and Housing Department)

SUBJECT - SURVEY, REVIEW THE DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF HOSHANGABAD NAGAR PALIKA, DISTRICT HOSHANGABAD OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS
(E-T No. 131) NIT No. MPUDC/KW/ 2018/7845 Dated 23-05-2018

	ACTIVITY	No. of months	One year												Two years												REMARKS
			1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
1	SURVEY, INVESTIGATION, DESIGN DRAWING ETC.	4 months																									
	Mobilization ,Site survey,Topographical Survey and Geotechnical Investigation																										
	Establish site offices																										
	Set up laboratory																										
	Finalization of work plan																										
	Submission of Design report																										
2	Detail Design Engineering	12 months																									
3	Sewage Treatment Plant,Main Pumping Station & Intermediate Pumping Station																										
	Mobilize construction equipment	3 months																									
	Land in/ess for plant , Mechanical and Electrical Equipment	18 months																									
4	21 MLD STP SET , (Receiving Chamber,Grit chamber,Chlorine Contact Tank,SBR, Buildings etc.)	20 months																									
	Excavation																										
	RCC Raft Foundation																										
	RCC Wall																										
	Sitting Chamber,Grit chamber,Chlorine Contact Tank,SBR, Buildings etc.																										
	Finishing Works																										
5	MPS Main Pumping Station	18 months																									
	Excavation																										
	RCC Raft Foundation																										
	RCC Wall																										
	Receiving Chamber,Sump,Pump House,Valve chamber,Store etc.																										
	Finishing Works																										
6	IPS Intermediate Pumping Station	18 months																									
	Excavation																										
	RCC Raft Foundation																										
	RCC Wall																										
	...ving Chamber,...mp/Pump H...se,Valve chamber,Store etc.																										
	...ng Works																										
	Mechanical and Electrical Equipment Installation	15 months																									
8	Laying pipe line for Gravity Sewer/Pumping/Rising Mains/DWC HDPE/DI Pumping Main pipe line ,distributaries ,minors and sub-minors with valve chambers, Man Hole Chamber etc.	21 months																									
	Supply & Delivery of Pipes	12 months																									
	Laying pipe line including all excavation earth work, supporting structures, anchor restoration of any property damaged during laying of pipe, railway/ road crossing, if any, all complete	14 months																									
	Back filling, disposal of surplus earth and Temporary shifting and restoration of water mains/ sewer lines	15 months																									
	Sectional Testing	6 months																									
	After finishing, testing and successful trial run of work.	4 months																									
9	Road Construction:	10 Months																									
	Mobilize construction equipment	6 months																									

BAR CHART - CONSTRUCTION WORK SCHEDULE

CLIENT - Madhya Pradesh Urban Development Company Limited
(Government of Madhya Pradesh, Urban Development and Housing Department)

SUBJECT - SURVEY, REVIEW THE DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF HOSHANGABAD NAGAR PALIKA, DISTRICT HOSHANGABAD OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS
(Bid No. 121) M/s No. MPUDCK/Tec/2018/Sw/8 Dated 13-08-2018

Sl. No.	ACTIVITY	No. of months	One years	Two years	REMARKS
	Jungle grading and Earthworks	12 Months			
	Establish the Mini Plant	4 Months			
	Final grading and finishing	4 Months			
10	Paloding, Landscape, Compound wall	20 Months			
	Palod & landscape	4 months			
	Compound wall	6 months			
11	Customer Door To Gear Survey	22 months			
12	Customer Grievance redress System	10 months			
13	House Connection	12 months			
14	OVERALL SPECTION & COMMISSIONING	6 months			

NOTE : This Working Schedule is applicable for tender purpose only. Detail working shall be submitted after the detail Engineering works .

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Extension

AMENDMENT NO. -2

Contract No. MPUSEP Pkg. 01
LOA No. PMU/KfW/2018/4361 Dated 07.09.2018

Between

Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of Indiaand having its principal place of business at Amarkantak Bhawan, M.P. Nagar Zone -I, Bhopal
(Hereafter the "Owner")

And

Tahal Consulting Engineers Ltd., a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Plot Number 34, Phase-2, 2nd Floor, Sector 44, Industrial Area, Gurgaon, Haryana-122003 India, with its principal place of business at Plot Number 34, Phase-2, 2nd Floor, Sector 44, Industrial Area, Gurgaon, Haryana-122003 India.
(Hereafter the "**Contractor**")

For

Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System,Sewage Treatment and Disposal System of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradeshand Operate and Maintain the Built System for 10 Years.

Short Title: MPUSEP-Package 1- Hoshangabad Sewerage Project'

Tahal Consulting Engineering Ltd.
Authorized Signatory

(Deepak
Engineer
MPUDC
Govt. of M.

WHEREAS on the request of the contractor, M/s **Tahal Consulting Engineers Ltd.** and as agreed between the MPUDC (owner) and the contractor M/s **Tahal Consulting Engineers Ltd.** amendments effecting the following in Contract No. MPUSEP Pkg.1, LoA no. PMU/KfW/2018/4361 Dated 07.09.2018

WHEREAS the owner and the contractor agree to amend the said contract for Extension of Time only without causing change in cost.

NOW THEREFORE, the parties mutually agree as follows:

1. Change in date of completion is as per Table-1

Table -1

Description	As per Original Agreement	As per Amendment No.-1	As per Amendment No.-2
1	2	3	4
Date of start for Design Build period	29.09.2018	29.09.2018	29.09.2018
Date of completion for Design Build period	28.09.2020	28.09.2021	28.11.2022
Completion period for Design Build period	730 days	1095 days	1521 days
Date of start for O & M period	29.09.2020	29.09.2021	29.11.2022
Date of completion for O & M period	28.09.2030	28.09.2031	28.11.2032
Completion period for O & M period	3650 days (10 years)	3650 days (10 years)	3650 days (10 years)

WHEREAS, after providing Extension of Time under this Amendment No.2, the revised Intended date for completion of mile stone shall be as per revised work programmes under;

Table -2

S. No.	Task Name	Milestones as per agreement	Amended Milestones as per Amendment -1	Amended Milestones as per Amendment -2
1	Survey and Investigation	60 days	60 days	Completed
2	Design Review and Design and Drawings	120days	120 days	Under Progress
3	Establishment of Grievance Redress System	250 days	980 days	To be completed by 28-11-2022
4	Pumping mains and Collection networks	730 days	1095 days	
5	Flushing Arrangements and Inspection vehicle	730 days	1095 days	
6	Sewage Treatment Plant.	730 days	1095 days	
7	Raw sewage pumping station (Intermediate)	730 days	1095 days	
8	Construction of MPS	730 days	730 days	
9	Pumping and Electro-Mechanical Equipment and Electrification	730 days	1095 days	

Tahal Consulting Engineering Ltd.

Authorized Signatory

(Deepak ...)
Engineer-...
MPUDC, Bhop...
Govt. of M...

S. No.	Task Name	Milestones as per agreement	Amended Milestones as per Amendment -1	Amended Milestones as per Amendment -2
10	Implementation of Environmental and Social Safeguards	730 days	1095 days	

WHEREAS, the owner reserves the right to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the Design Build Stage.

All other terms and conditions of the original Contract Agreement shall remain unchanged and are applicable.

The above amendments are signed on 21st **day of December, 2021.**

For and on behalf of Contractor

(Authorized Representative)
M/s Tahal Consulting Engineers Ltd.

Tahal Consulting Engineering Ltd.

Authorized Signatory

For and on behalf of MPUDC,

Engineer-in-Chief,
MPUDC, Bhopal

(Deepak Rathi)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor MP Rajya Sahkari Krish & Gramin Bank
8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encudc@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/MPUDC/2020/1425 **Bhopal Dated: 13/02/2020**

To

1 Project Manager
Project Implementation Unit, MPUDC
Hoshangabad/Jabalpur/Khargone

2 Team Leader
Project Management Consultant
MPUSEP

Technical Circular

Sub: Clarification in Specifications for Bedding under Technical Specifications of the contract for Sewerage Projects under MPUSEP

In suppression to the technical circular no. PMU/MPUDC/2020/1052 dt 05-02-2020, following clarification by amendment is hereby made in Technical Specifications clause 8.1.2 – Double Wall Corrugated Pipes/ Construction of backfill envelope and final backfilling of the trenches, in all contracts for Sewerage Projects under MPUSEP:

Original Clause as in contract	Amended Clause
Granular bedding material for rigid pipes shall consist of free draining, hard broken stone or gravel, free of dirt and dust. The material shall pass through a 25 mm sieve but be retained on a 5 mm sieve. For pipes of 300 mm diameter and less, the material shall pass through a 12 mm sieve but be retained on a 5 mm sieve. In order to prevent silt intrusion in wet, fine-grained soils, one part of coarse sand shall be added to two parts of the above or alternatively a free draining all-in material of equivalent grading may be provided. **Granular embedment material** for flexible pipes shall comply with the above specification for rigid pipe bedding material and in addition shall have a compaction fraction value not exceeding 0.10.	**Granular bedding material** for rigid pipes shall consist of free draining, hard broken stone or gravel, free of dirt and dust. Excavated material which has been processed and graded/ sieved to provide a material having size less than 40mm (40mm or more shall not exceed 10% of the total volume) can also be used. The pipe bedding materials must remain firm and not permit displacement of pipes. The material has to be uniformly graded or well graded. Uniformly graded materials include pea gravel or one size materials with a low percentage of over and undersized particles. ***Well-graded materials containing several sizes of particles in stated proportions, ranging from a maximum to minimum size coarse sand, pea gravel, crushed gravel, crushed screenings, can be used for pipe bedding.*** **Granular embedment material** for flexible pipes shall comply with the above specification for rigid pipe bedding material. This material would require to be knifed-in- around the pipe and would need to be given at least nominal compaction. Where excavated material can not meet the above requirements, suitable materials such as sand conforming to the relevant standards and to give satisfactory compaction shall be provided. The compaction fraction of the material used for embedment shall greater than 0.2 upto the depth of 2m, compaction fraction of 0.25 could also be considered for depth more than 2m. The methodology of the test to be conducted for determining compaction fraction is enclosed at Annexure 1.

The above amendment is made vide authority provided under clause 10.1 of GCC of the contract for all works under MPUSEP. This is further clarified that this technical circular is applicable only to the MPUSEP works funded by the KfW Bank.

This is further added that payment for the bedding/embedment by excavated material as stated in the amended clause given above will be made as per the bill no. 4A- Bill of Quantities for laying of Sewer Pipelines, Item (no. as per the particular agreement)- **"Filling available excavated earth in trenches, plinth sides of foundation in layers not exceeding 20cm, in depth including consolidation of each layer by ramming, watering, lead upto 50m and lift upto 1.5m in all kinds of soil"**, as per the agreed rates for the said item in the agreement.

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

(M.K. Acharya)
Engineer-in-Chief

No. PMU/MPUDC/2020/ 1426 **Bhopal Dated:** 19/02/2020

Copy to: -

1. Managing Director, MPUDC for information please
2. Additional Managing Director, MPUDC, for information please
3. Sh Pankaj Jain, Executive Vice President, M/s Tahal Consulting Engineers Limited, Plot No. 34, Phase 2, 2nd Floor, Sector 44, Gurugram, Haryana-122003, India for information

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Engineer-in-Chief

Annexure 1

CI - Clays with intermediate plasticity
MI - Silts with intermediate plasticity
CL-ML - Mixtures of ML and CL
CI-MI - Mixtures of MI and CI

(e) Clays and silts, with a Liquid Limit (LL) less than 50% and an appreciable fraction passing the 75µm BS test sieve, with more than 25% coarse grained particles.

(f) As note (c) with less than 25% coarse grained particles.

APPENDIX B – COMPACTION FRACTION TEST

B.1 APPARATUS

B.1.1 Open-ended cylinder

Approximately 250mm long and 150mm (+ 10mm - 5mm) internal diameter (150mm diameter pipe is suitable).

B.1.2 Metal rammer

Metal rammer with striking face approximately 40mm diameter and weighing 0.8kg to 1.3kg.

B.1.3 Rule

B.2 METHOD

Obtain a representative* sample more than sufficient to fill the cylinder (about 10kg). It is important that the moisture content of the sample should not differ from the bulk of material at the time of its use in the trench.

Place the cylinder on a firm flat surface and gently pour the sample material into it, loosely and without tamping. Strike off the top surface level with the top of the cylinder and remove all surplus spilled material. Lift the cylinder up clear of its contents and place on a fresh area of flat surface. Place about one quarter of the material back in the cylinder and tamp vigorously until no further compaction can be obtained. Repeat with the second quarter, tamping as before, and so on for the third and fourth quarters, tamping the final surface as level as possible. Tamping should not be so vigorous as to break the material being compacted.

B.3 DETERMINATION OF COMPACTION FRACTION

Measure from the top of the cylinder to the surface of the compacted material. This distance divided by the height of the cylinder gives the compaction fraction of the material under test.

* To obtain a representative sample about 50 kg of the material to be tested should be heaped into a cone shape on a clear surface after turning over the material three times. Flatten the top of the cone then divide with a spade vertically down the centre into four quarters. One pair of the opposite corners is discarded and the other pair of opposite quarters remixed into a cone shape. This procedure is repeated until the required mass of sample remains.

© 1994

HBD – Slow progress 17/3/20

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor MP Rajya Sahkari Krishi & Gramin Bank
8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encude@gmail.com

No. PMU/KfW/2020/3320 Bhopal Dated 17/03/2020

To

Sh Pankaj Jain
Executive Vice President
M/s Tahal Consulting Engineers Private Ltd
Gurugram, Haryana

Sub: Slow Progress of works and poor quality of works accomplished in last 18 months

Ref: **Package 1 – Hoshangabad Sewerage**

During the recent site visits held as part of the KfW review mission on 27th February 2020, it was noted that the progress of the works does not correspond with that given in the revised programmes submitted in December 2019, nor does it correspond to the sequencing set out in the three month street by street programme submitted at the same time. Both labour and material resources being applied are inadequate. Furthermore, a number of management, safety and quality failings were also observed by the mission.

You have been given an interest free mobilization advance amounting Rs 13,96,86,990/- during the last quarter of the calendar year 2018, but it is important to note that in last 18 months, you are able to achieve only appx 5-6% progress in sewer network laying. Works done in IPS are also not significant to be claimed by you. It is being continuously informed by your representatives that M/s TCEPL is undergoing change in management and hence, are facing severe financial crisis. However, the contract does not have any such provisions which allow relaxation on such basis. Moreover, it seems that M/s TCEPL failed to plan its financial resources specially the mobilization advance, judiciously.

It is also observed that despite continuous reminders during various weekly review meetings at town level and by PMC with respect to household survey, you have failed to comply with the following provisions of the technical specifications:

- Technical Specifications 3.1 under household survey requires the Contractor to provide, for each property, a sketch showing the method proposed for sewer connection
- Technical Specifications 3.4.3 (i) v) requires the Contractor to provide a drawing of house connections up to the boundary line.

- Technical Specifications 3 4.3 (i) vi) requires the Contractor to provide a drawing of house connections inside properties.
- Technical Specifications 8.2.1 requires the Contractor to submit a plan for approval for each property connection showing the existing situation and the works to be performed.

Non-compliance to the above certainly led to various other issues such as determining appropriate locations of manholes and house connection chambers. In addition, house connection chambers have been completed without inclusion of stub pipes for future connection. It is also seen that at places the invert level of house connection chambers is higher than the invert level of the surface water drainage channels, which means the house connection pipe would obstruct the drainage channels and cause storm water to overflow. Other observations include: Lack of saw cutting prior to breaking of road surface; Failure to compact trench backfill in layers; Failure to hydraulically test sewers before backfilling; Failure to remove surplus materials in a timely manner; Failure to carry out surface reinstatement in a timely manner.

Serious lapse on safety measures have also been observed. Excavations at IPS-2 and at a number of sewer network locations are not compliant with the provisions of IS:3764 and on the sewer network excavations are not being carried out in line with the approved method statement which was prepared and submitted by you.

MPUDC is of the view that despite continued reminders, you have persistently failed to carry out the services in accordance with the contract specifications, approved drawings and programme. ***The MPUDC therefore considers that unless you improve the rate of progress at a quality compliant with the contractual requirements then the MPUDC will be obliged to consider the default as sufficient to terminate the contract under GCC Clause 11.2.3(2).***

You have repeatedly informed that the reason for slow progress is due to financial and management issues within your organisation, and that these problems will be resolved by mid-March 2020. The resolution of these issues must be clearly demonstrated by significant improvement in quality, planning and progress so that the need for a notice to terminate may be avoided.

You should note that since you could neither comply with your own time schedule nor adhered to the milestones given in the contract, MPUDC is compelled to set minimum physical targets to be achieved in next 3 months. **You are therefore directed to undertake and satisfactorily complete the works as indicated in Annex A of this letter by not later than 15th June 2020 to demonstrate your**

commitment to fulfilling your obligations. This is further mentioned here that the works given in Annex A are the minimum targets to be achieved by you.

This is further added here that a review of the works completed in next 45 days will be done immediately after expiry of 45 days (in the first week of May 2020) to ascertain whether M/s TCEPL is competent to complete the work targeted as given in Annex A as well as the overall assignment in the spirit of the contract and based on the review, a decision shall be taken by MPUDC. **This is further added here that the performance of M/s TCEPL will be sole basis for taking final decision by MPUDC in this matter.**

Please note that owing to the fact that issues related to land for MPS and approach to STP are yet to be resolved, MPUDC hereby suspends work on the Sewage Treatment Plant and MPS, in accordance with GCC clause 11.1.1(1), until such time as land issues are resolved and a site and access thereto are clearly defined.

As already stated that MPUDC is of the view that M/s TCEPL has failed to use the mobilization advance judiciously within the project for which it has been granted, and hence, you are also directed to refund 50% of the mobilization advance i.e. Rs. 6,98,43,495/- within 15 days of receipt of this letter.

17/3/20

(M.K. Acharya)
Engineer-in- Chief

No. PMU/KfW/2020/2321 Bhopal Dated 17/03 /2020

Copy to: -

1. Managing Director, MPUDC for information please
2. Additional Managing Director, MPUDC, for information please
3. Collector, District Hoshangabad for information please
4. Project Manager, PIU, Hoshangabad to ensure that the work is carried out as per the annexed programme and in compliance to the quality and Safety standards
5. Team Leader, PMC (MPUSEP) to ensure that the work is carried out as per the annexed programme and in compliance to the quality and Safety standards
6. Chief Municipal Officer, Municipal Council, Hoshangabad for information

17/3/20

Engineer-in- Chief

Annex A

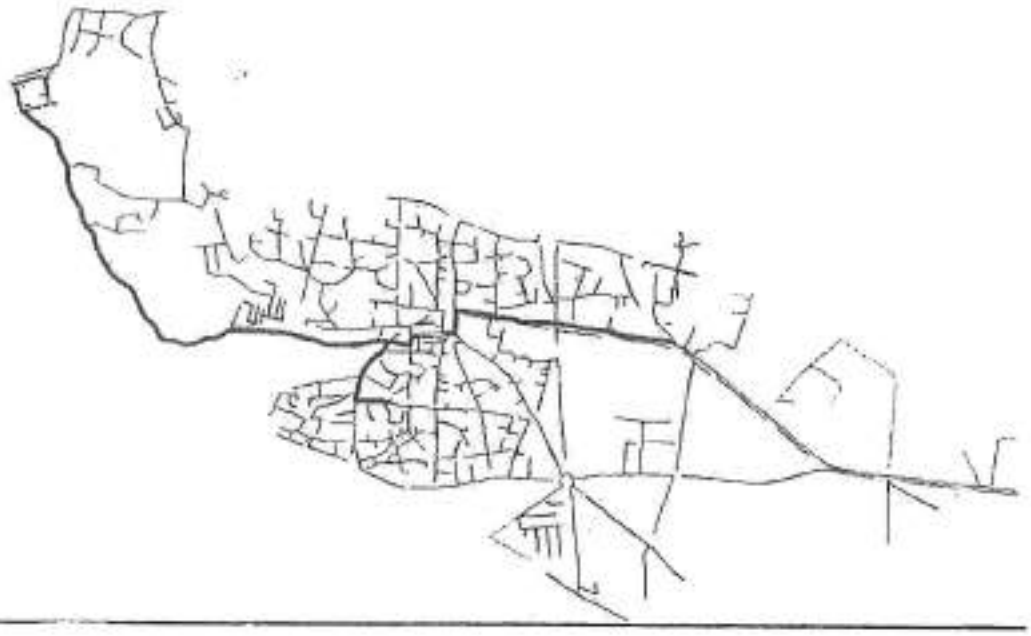
Works to be completed by 15th June 2020 for Package 1 – Hoshangabad

1. **Design** - Completion of all outstanding design including electrical and mechanical detail
2. **IPS-4** - Excavation and sub-structure completion to EGL
3. **IPS-3** – Excavation and completion of base slab.
4. **IPS-2** – Excavation and completion of base slab.
5. Sewerage Network – the following main sewers shall be constructed together with manholes:

From Manhole	To Manhole	Diameter	Pipe material	Distance (m)	
Zone 2 - IPS-2					
M(2)-1148	M(2)-1142	500	RC	160	
M(2)-1142	M(2)-1127	450	RC	875	
M(2)-1127	M(2)-1078	400	DWC	187	
M(2)-1078	M(2)-1076	300	DWC	39	
M(2)-1076	M(2)-1025	250	DWC	214	
M(2)-1025	M(2)-1015	200	DWC	255	
M(2)-1126	M(2)-526	250	DWC	90	
M(2)-526	M(2)-462	200	DWC	122	
Total Zone 2				**1942**	
Zone 3 - IPS-3					
South					
M(3)-1049	M(3)-316	400	DWC	447	
M(3)-316	M(3)-155	250	DWC	209	
M(3)-155	M(3)-98	200	DWC	570	
M(3)-316	M(3)-315	250	DWC	34	
M(3)-315	M(3)-243	200	DWC	432	
North					
M(3)-1049	M(3)-1047	500	RC	36	
M(3)-1048	M(3)-949	450	RC	23	pipe jack under highway
M(3)-949	M(3)-915	400	DWC	145	
M(3)-915	M(3)-728	300	DWC	104	
M(3)-728	M(3)-716	250	DWC	250	
M(3)-949	M(3)-510	250	DWC	32	
M(3)-510	M(3)-450	200	DWC	186	
Total Zone 3				**2468**	
Zone 4					
M(4)-383	M(4)-372	200	DWC	**266**	

Zone 5				
M(5)-3565	M(5)-2797	800	RC	372
M(5)-2797	M(5)-2773	700	RC	612
M(5)-2773	M(5)-2677	600	RC	951
M(5)-2677	M(5)-10027	500	RC	510
M(5)-3565	M(5)-3071	400	DWC	576
M(5)-2707	M(5)-983	300	DWC	274
M(5)-2792	M(5)-702	300	DWC	295
M(5)-3071	M(5)-3421	300	DWC	457
M(5)-3538	M(5)-3036	200	DWC	217
M(5)-2677	M(5)-2658	400	DWC	291
M(5)-2658	M(5)-2625	300	DWC	284
M(5)-702	M(5)-618	250	DWC	719
M(5)-1409	M(5)-2061	400	DWC	1308
Total Zone 5				**6866**

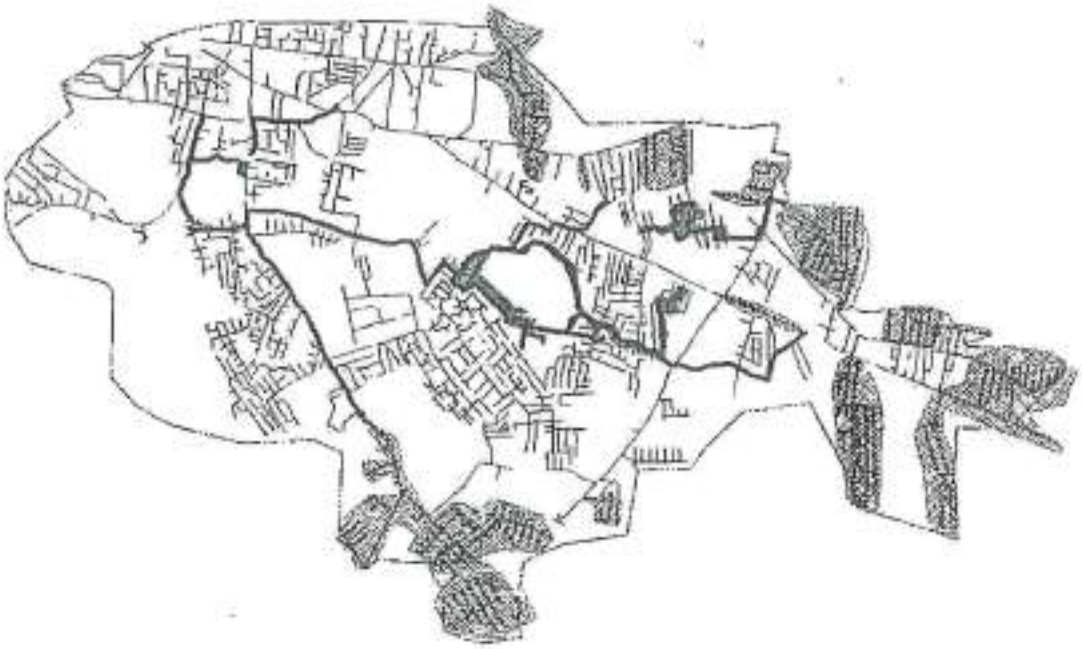
Sections of main (trunk) Sewerage Network to be constructed by 15th June 2020 Zone 2 - Shown in red – total length approximately 1942m



Zone 3 - Shown in red – total length approximately 2468m



Zone 5 - Shown in red – total length approximately 6866m



Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encudc@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2020/ 5463 Bhopal Dated 18 / 8 /2020

To,

M/s Tahal Consulting Engineers
Plot No 34, Phase-2, 2nd Floor,
Sector-44, Institutional Area, Gurgaon-122003
Haryana

Sub: -MPUSEP- Package -1, Hoshangabad Sewerage Project regarding site visit to Hoshangabad project on dated 09-08-2020

The site inspection of Hoshangabad Sewerage was being conducted by the undersigned on dated 09-08-2020. Almost 2 years has been passed, and the progress of work is very slow and it is only 10%. There is no hindrance at IPS-1 and IPS-3 still work has not been started till now and progress at IPS-2 and IPS-4 is also very slow causing delay to the overall project. Labour and Material resources are also inadequate at site. Safety measures and quality of work was also not as per the requirement of KfW German Bank.

Hence you are hereby directed to expedite the construction work and submit the revised work plan accordingly. This is further added here that a review of the works completed will be done by the undersigned within 15 days of receipt of this letter; otherwise, suitable action shall be taken against you as per agreement. The Inspection note is herewith enclosed for compliance.

Enclosed: As above.

(V. K. Tiwari) 18/8
Deputy Project Director (Technical)

No. PMU/KfW/2020/ 5464 Bhopal Dated 18/8 /2020

Copy to:

1. Project Manager, PIU, Hoshangabad, MPUDC for information
2. Team Leader, PMC MPUSEP for information

18/8
Deputy Project Director (Technical)

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
(Project Implemention Unit, Hoshangabad- M.P.)

Inspection Note (dated 9th Aug 2020)
Hoshangabad Sewerage Project
Under the KFW Bank funded MPUSEP

Site visit to various components of Sewerage Project under MPUSEP was conducted on 9th Aug 2020 by the undersigned along with the following officials:

1. Sh Lalji Singh Chouhan, Deputy Project Manager, PIU, Hoshangabad
2. Sh Rahil Gupta, Assistant Project Manager, PIU, Hoshangabad

Following are the main outcomes/observations:

Sewage Treatment Plant:

- In the STP Site (Khasra No. 32) the Contractor has constructed its office, testing lab etc and some excavation for boundary wall has been done.
- Approach to STP is the major issue which needs to be settled. The present approach is through private land (total area of 1.298 apx) for which the land cost evaluated by the District Authorities is apx Rs.7.49 Cr. Hoshangabad Municipal council has already written about its limited financial resources and inability to make payment for the land cost and to make available at least one approach road.

Main Pumping Station:

- The MPS is proposed at Khasra no.4/2 which is private land. The land cost informed by district authorities is apx Rs 2.24 Cr.
- No work has been started here.

Intermediate Pumping station No. 4:

- The IPS is proposed at Khasra No. 240 owned by the ULB. The land has been handed over to the contractor.
- Approach to IPS-4 is not rideable.
- Casting of 3rd lift wall of Raw Sewage collection sump is completed and work is held up since 27 July, 2020.

Intermediate Pumping station No. 3:

- The IPS-3 is proposed at sheet no. 38, Plot no. 2/1 (Government land). The land has already been demarcated.
- There is no any hindrance at site. Work is not started yet.

Intermediate Pumping station No. 2:

- The IPS-2 is proposed at Khasra No. 8/1 (Government land) adjacent to the WRD's pumping station. The land has already been demarcated and handed over the contractor.
- Excavation & PCC work was done long time back.
- No work has been done since January & the soil surrounding wet well is subsiding & is filled with rain water.
- Safety precautions like proper barricading are not visible at site.
- There is no hindrance at site.

Intermediate Pumping station No.1 :

- The existing pump at Kori Ghat (built under NRCP) is proposed to be intergrated with the Sewerage network and treated as IPS-1.

Network:

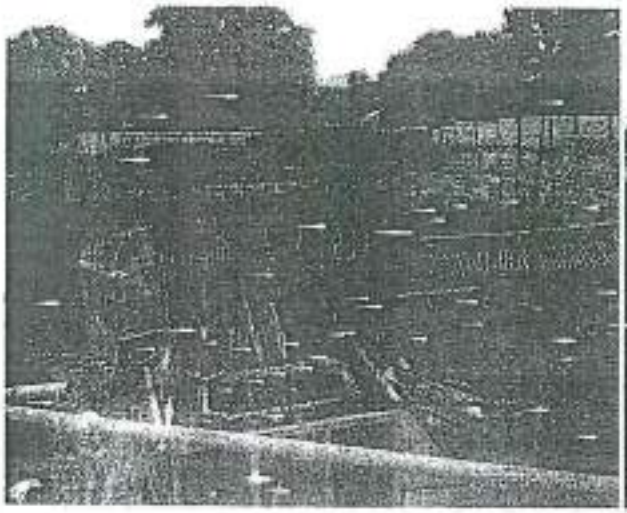
- Laying of sewer network is very poor. The network laying has been started and till now apx 9.5 Km network has been laid. Road restoration of apx 7.0 Km has been done, permanent road restoration has been stopped.

Instructions to the Contractor

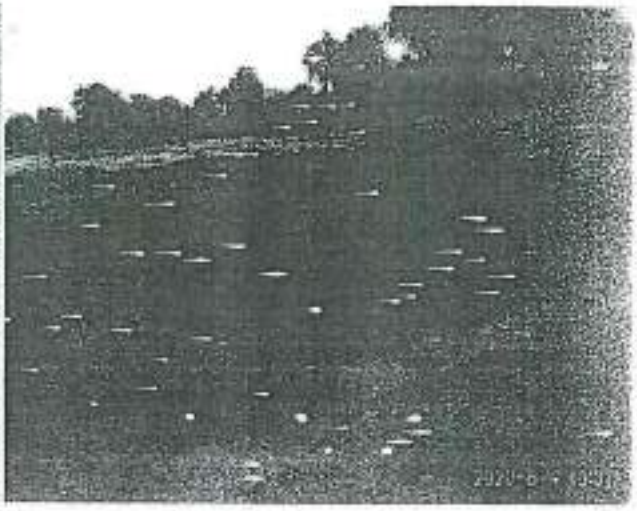
- There are no hindrances at IPS1 & 3 still work has not been started.
- Progress at IPS 2 & IPS 4 is very slow besides no hindrances.
- Road restoration of around 1.5 Km is still pending. You are directed to complete the remaining road restoration work as per technical specifications.

Some Images from the Site visit of various components.

IPS -4



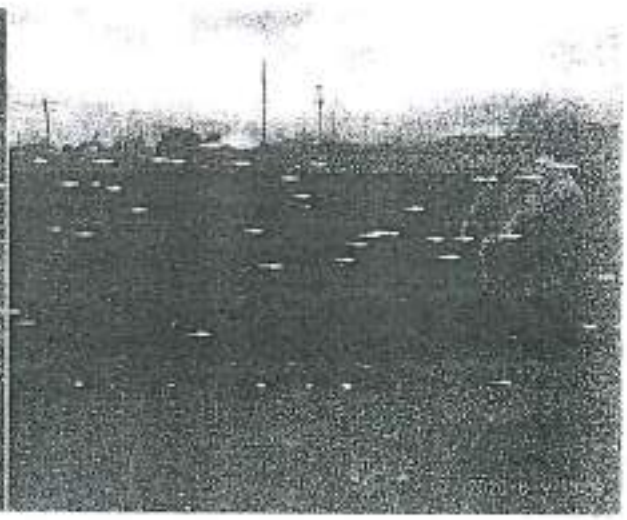
IPS-2



Approach to IPS-4



STP site visit



V.K Tiwari
Deputy Project Director (Tech)

KfW MOM -29/1/21

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

KfW Bank funded
Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)
Minutes of Contractor's review meeting dated 29th January 2021

Virtual review of all the contracts of works being implemented under KfW Bank funded MPUSEP was held on 29th January, 2021 at 3:00 PM under the chairmanship of Commissioner, Urban Administration and Development and Managing Director of MPUDC. The list of attendees is enclosed at Annexure 1.

Progress of works with reference to the work schedule given by the contractor, achievements and backlogs, hinderances in adherence to timelines and milestones, financial progress of projects in last quarter were discussed at length. Outcome of the review meeting and directions issued are as under:

A. General instructions by Managing Director, MPUDC:

1. ***All he Resident Engineers and Field Engineers of PMC will be answerable to Project Manager of concerned PIU. Experts of AMC will also be answerable to Project Manager of PIU. All the programmes of the experts of PMC and AMC shall be approved by the Project Manager of PIU.***
2. ***Review meeting of ail the works under WB funded MPUDP, Vishesh Nidhi and Mini Smart City projects will be done on every fourth Friday of every month from 11 AM to 1.30 PM. Review meeting for the works under KfW funded MPUSEP will be done on same day at 3PM to 4PM.***
3. Hoshangabad, Barwani & Sendhwa projects are running very slow. The Contractors for all 5 packages shall submit revised work plan with micro planning. M/s Tahal has to submit micro planning for 2 months which has to be shared with KfW Bank.
4. Contractors and Project Managers of concerned PIUs shall ensure that the works are executed in accordance to the work programme. Project Managers and contractors shall ensure that there are no slippage in meeting the milestones.
5. Commissioner / Chief Municipal Officer of concerned Urban Local Body shall be involved in the execution of works by the Project Manager of PIU. On the other hand, Urban Local Bodies shall also take ownership and shall be instrumental in ensuring timely completion of works. The PIUs, ULBs and contractors shall work cohesively and resolve any issues cropped up during the execution. Issues which cannot be resolved at ULB or PIU level shall be immediately escalated at PMU level.
6. Quality of works shall be maintained. Restoration of roads after laying of pipelines, is a major issue which if not done timely and properly, brings bad name to the project and organization. The contractors and PIUs shall ensure that roads are restored within a minimum time frame, preferably temporary restoration within 48 hours and permanent restoration within 7 days. Deputy Project Director (Technical) added that hydro testing of pipes and HSCs shall be ensured before permanent restoration, so that road shall not be cut again.

B. Project wise review is as under:-

1. **Hoshangabad Sewerage:**

- DPD(T) presented a brief account of the project and informed that the project progress is dismal. Project commenced on 29.09.2018 and a one-year time-extension has also been given. After a lapse of 30 months, the physical progress is only 8% and the financial progress 1.71% (Rs 2.93 Crore against the project cost of Rs 170.98 Crore).
- MD, MPUDC, asked M/s Tahal to explain the reason(s) for poor progress.
- Mr Shailendra Jindal, representative of M/s Tahal, the contractor argued that there were ROW as well as BOQ issues, which are still unresolved. Approach road for STP is not available; and
  Further major works had been suspended by KfW.
- Mr Sumit Arora, Director, M/s Tahal complained that work execution is being controlled by PMC with a foreign (German) approach; practical, Indian approach needs to be adopted.
- DTL, PMC, explained that KfW had visited the project site in November, 2019, and noted an extremely poor progress. M/s Tahal were advised to make their best efforts to catch up for the losses and come up with the results by February, 2020. During their next visit in February, 2020, KfW noted no improvement. It was difficult to understand whether the problem lied with the resource mobilization, project management, or the Contractor's dereliction in executing the works. Owing to this, KfW had restricted them at some work-fronts while assigned them others to prove their capability. Even after this, no good results were obtained, and KfW were forced to give them a two-month target – 15 November, 2020 to 15 January, 2021.
- Sr. Project Coordinator, PMC, explained that M/s Tahal's claim that approach to the STP is not available is not really genuine. They have already constructed major portion of boundary wall, excavated CCT portion, constructed camp building, shifted material & machinery, etc. Permanent way is being finalized and is in the advanced stage, but temporary approach roads, two nos., are already available and the same have been used by them in the past. Representative of M/s Tahal agreed with this but claimed that it is the suspension on STP works since February 2020 which has stopped the work at STP.
- M/s Tahal have lacked in resource mobilization – both, manpower and material. Even before the two-month target, they had hardly mobilized more than 40-50 labourers; during the two-month target, they had not more than 10 labour on any given day. M/s Tahal has not even provided 100% design & drawing (mechanical, electrical and structural) apart from a few civil works.
- MD, MPUDC, directed M/s Tahal that **another two months are being given as probation period to prove their best, else the termination shall be initiated. They need to use the current temporary access for approach to the STP.** He directed PMU and PIU officials to: (a) prepare a micro plan for works to be executed in next two months; (b) finalized variations for bedding, road restoration, surveys etc (as per present condition), and (c) to finalize the break up of prices for STP. He further directed PMC to prepare draft amendment for variations & price break up for submission to KfW Bank. The MD also directed to share the amendments with KfW Bank at the earliest.
- MD, MPUDC directed PM, PIU, Hoshangabad to contact the Collector and obtain the cost of land acquisition for MPS and approach to STP etc.

2. **Barwani Sewerage:**
   - The history of this project is same as of Hoshangabad Sewerage, although the progress is slightly better, though overall progress is not satisfactory. the physical progress is only 16% and the financial progress appx 2.5%.
   - In case of Barwani, all the lands are in possession and handed over to contractor in February 20.
   - The issues raised by the contractor and the directions of MD, MPUDC were also the same as in case of Hoshangabad Sewerage.
   - Chief Municipal Officer of Nagar Palika, Barwani informed that he was well conversant with the project and the activities going on under the project. He further informed that the HT/LT lines at STP site have been removed.

3. **Sendhwa Sewerage:**
   - The history of this project is same as of Hoshangabad Sewerage, although the progress is slightly better, though overall progress is not satisfactory. the physical progress is only 17% and the financial progress appx 3%.
   - All the lands are in possession and handed over to contractor in February 20.
   - The issues raised by the contractor and the directions of MD, MPUDC were also the same as in case of Hoshangabad Sewerage.
   - Chief Municipal Officer of Nagar Palika, Sendhwa informed that he was well conversant with the project and the activities going on under the project. He further informed that the HT/LT lines at STP site have been removed.

4. **Narsinghpur Sewerage:**

   - DPD(T) gave a brief account of the project. Project commenced on 26.06.2020.
   - DPD(T) further informed that there is no land or RoW issue in the project. All land parcels have been handed over to the Contractor.
     - Design for one zone has been approved and that for the other zone is under review and will be approved soon.
     - Pipe-laying has been started and 4.4 Km network has already been laid; as such there is no issue in the Contractor's performance.
   - DTL, PMC, informed that NGO is to be appointed for carrying out Awareness and IEC (Information, Education & Communication) activities.
   - DPD(T) informed that NGO will be appointed in due course of time.

5. **Mandla Sewerage:**
   - DPD(T) gave a brief account of the project. Project commenced on 26.06.2020.
   - DPD(T) further informed that there is no land or RoW issue in the project. All land parcels have been handed over to the Contractor.
   - Contractor raised the point of PMC's objection to commencing the pipe-laying work without Household Survey.
     - DPD(T) informed that Maharajpur zone is independent of Mandla zone; therefore, with the hydraulic design already approved the Contractor may be allowed to start the work.

- As far as the issue of House Connection drawing is concerned, MPUDC has already issued Typical Design/ Drawing of House Connection to be followed on site with modifications, if needed, as per site conditions. This applies to all the projects irrespective of the funding source.
- Household Survey is important for making final connection.
- Sr. Project Coordinator, PMC, explained that PMC's concern regarding the Household Survey is very much valid. Pipe-laying (network), Property Chambers and connection between Property Chamber and the network is to be done simultaneously, while connection between the Household's drainage (sewage lines) and Property Chamber is to be done at a later stage (when the sewage network has been completed & commissioned up to STP, and the STP too already completed & commissioned).
- It is important to survey the inside of the household properties and prepare sketches of the above drainage lines, showing alignment and levels, so that the Property Chambers are constructed at precisely correct locations and with correct levels to avoid possible future error.
- The two zones being stand alone, work can certainly be started in Maharajpur as the hydraulic designs are already approved, with the only additional requirement that the drainage sketches, as explained above, are also prepared.

- MD, MPUDC, directed the Contractor to comply with the essential requirements and start the work in Maharajpur zone.
- Technical Officer, MPUDC, informed that GIS was prepared by ULB earlier, and the same is being used for Household Survey.
- Contractor informed that there is an additional area adjacent to the Municipal boundary in the Mandla zone (outer growth). Decision is required whether it should be included in the project or not. The Technical Officer represented his view on this and requested that since these outgrowths of the town have almost merged with town, it seems logical to include them in topographic and Door to Door Survey as well as consider them in designs, but pipe laying should be done only in case these are included in Municipal Boundary. However, a formal request from ULB is needed.
- MD, MPUDC directed that the concerned Act has the provision to include outer growths in the Municipal Schemes. However, "Willingness to Pay" by the beneficiaries and the Additional Cost of work must be assessed and put up for discussion before taking a decision. He further directed to include the outgrowth in surveys and design considerations.

Meeting ended with thanks to all the participants.
(Approved by Managing Director, MPUDC)

(P. C. Jain)
Deputy Project Director (Technical)
MPUDC, Bhopal

No. MPUDC/KfW/PMU/ 1271 **Bhopal, Dated 10 /02/2021**

Copy to:

1. PA to Managing Director, MPUDC for record
2. PA to Additional Managing Director, MPUDC for record
3. Engineer-in-Chief, MPUDC for information please
4. Project Manager, PIU, Hoshangabad/Khargone/Jabalpur for compliance

5. Chief Municipal Officer, Nagar Palika, Hoshangabad/Barwani/Sendhwa/Narsinghpur/ Mandla for information and compliance
6. Team Leader, PMC for MPUSEP for information and compliance
7. Authorized representative of M/s Tahal/ M/s Bhugan/ M/s Jaivarudi for information and compliance

Deputy Project Director (Technical)
MPUDC, Bhopal

Annexure-I

S.No.	Participants
1	Mr. Nikunj Kumar Shrivastava, MD, MPUDC
2	Ms. Ruchika Chauhan, AMD, MPUDC
3	Mr. P. C Jain, DPD(T), MPUDC
4	Mr. B D Bhumarkar Commissioner Burhanpur
5	Mr. Bhupendra Dixit CMO Shajapur
6	Ms. Priyanka Singh CMO Khargone
7	Mr. Avadesh Kumar Tripathi CMO Sewda
8	Mr. Ram Prasad Bhawre CMO Dharmpuri
9	Mr. Rajendra CMO Maheshwar
11	Mr. Sher Singh Rajpoot CMO Nasrullaganj
12	Mr. A K Rawat CMO Bhedaghat
13	Mr. Anand Singh, PO, MPUDC
14	Mr. Kamlesh Bhatnagar, TO, MPUDC
15	Mr. Sanjay Panday, APO, MPUDC
16	Mr. Dinesh Prajapati, APO, MPUDC
17	Mr. Bansilal Jaiswal PM, PIU, Khargone
18	Mr. A K Mishra PM, PIU, Ujjain
19	Mr. A K Nanda PM, PIU, Jabalpur
20	Mr. Ishwar Singh Chandeli PM, PIU, Chhindwara
21	PM, PIU, Gwalior
23	Mr. Raghvendra Singh (Incharge PM), PIU, Bhopal
24	DPM, PIU, Ujjain
25	Mr. Raghunath Varma DPM, PIU, Khargone
26	Mr. S S Khare DPM, PIU, Jabalpur
27	Mr. Lalitdhar Dwivedi DPM, PIU, Chhindwara
28	DPM, PIU, Gwalior
29	Mr. Rahul Pawar DPM, PIU, Indore
30	Mr. Raghvendra Singh DPM, PIU, Bhopal
31	Mr. Sandeep Shinde APM, PIU, Ujjain
32	Mr. Rohit Malviya APM, PIU, Khargone
33	Mr. Unmesh Kumar Jain APM, PIU, Jabalpur
34	Mr. Vinay Shrivastava APM, PIU, Chhindwara
35	APM, PIU, Gwalior
36	Ms. Shalini TamarAPM, PIU, Indore
37	Mr. Himanshu Agrawal APM, PIU, Bhopal
38	Mr. Mahendra Bamaniya Sub. Engg., PIU, Ujjain
39	Mr. Anil Dewade Sub. Engg., PIU, Khargone
40	Ms. Monika Sub. Engg., PIU, Jabalpur
41	Mr.Rahul Tamrakar Sub. Engg., PIU, Chhindwara
42	Sub. Engg., PIU, Gwalior
43	Ms. Gitanjali Baghel Sub. Engg., PIU, Indore
44	Mr. Pramod Rawat Sub. Engg., PIU, Bhopal
45	Mr. Arun Sonve Sub. Engg., PIU, Maheshwar
46	Mr.Suresh Daheriya Div. Off. Jabalpur
47	Mr. Beliya JD Office
48	JD office indore
49	Asst Director Bhopal Division

	Participants
	Mr. Komal Prasad, Team Leader IVT
	Mr. R.P. Soni JD Jabalpur Division
	Ms. Aparajita Mishra C.D.O/P.R.O PIU, Jabalpur
53	Mr. Rakesh Shandilya C.D.O/P.R.O PIU, Bhopal
54	Mrs. Archana Singh Thakur C.D.O/P.R.O PIU, Chhindwara
55	Mr. Banwari C.D.O/P.R.O PIU, Khargone
56	Ms. Sapna Dubey C.D.O/P.R.O PIU, Indore
57	Mr. Rajesh Gehani PM WAPCOS Bhopal
58	Mr. Atul Bhargava FE WAPCOS Khargone
59	Mr.Brajesh Singh FE WAPCOS Burhanpur
60	Mr.Mangal Sain M/s JMC Burhanpur
61	Mr.Ravi Dehriya M/s Bhugan Sewda
62	Mr.Santosh Mahajan M/s Sunil Patidar Khargone
63	Mr. Anand joshi M/s P. Das Dharampuri, Shajapur
64	Mr.Shirish Doshi - M/s LCEPL Chhindwara
65	Mr.Carlos Morales (Invitado) M/s Abeinsa Maheshwar, Nasrullaganj
66	Mr.Spandan Kumar Pal M/s JMC Burhanpur
67	Mr.Ravi Patel, PM, M/s P. Das Dharampuri
68	Mr.Padmanuj Mandhane M/s JMC Khargone
69	Mr.Devendra Yadav FE WAPCOS Burhanpur
70	Mr.Mehul Patel M/s P. Das Bhedaghat
71	Mr.Anuj Balan M/s Abeinsa Maheshwar, Nasrullaganj
72	Mr.Navin Kumar M/s JMC Burhanpur
73	Mr.Prateek Jain WSE WAPCOS

DPDT MoM – 30/06/21

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/KfW/2021/ 6057 Date– 12/07/2021

KfW Bank funded
Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)
Minutes of Contractor's review meeting dated 30th June 2021

Virtual review of all the contracts of works being implemented under KfW Bank funded MPUSEP was held on 30th June, 2021 at 3:00 PM. List of attendees is enclosed at Annexure 1.

Progress of works with reference to the work schedule given by the contractor, achievements and backlogs, hinderances in adherence to timelines and milestones, financial progress of projects and issues were discussed in detail. Outcome of the review meeting and directions issued are as under:

A. General instructions for all projects:

1. All contractors are instructed to submit work program within 7 days otherwise appropriate deductions will be made in every RA Bill.
2. Minimum target of 5% physical progress each month is set for all the projects. Contractor must comply and strictly adhere to target.
3. A monthly target of billing of 20 Crores from KfW bank assisted all the projects, accordingly contractor must ensure to raise the resources and complete the milestones given in price breakup schedule, so that the can submit minimum billing amounting Rs. 4 Crore per month.
4. It is instructed to resolve all pending issues of permissions from other department like NHAI, MPRDC, PWD, Railway, MPEB, Forest, PCB etc within 15 Days and submit compliance report to PMU. It must be noted that relevant drawings and supportive documents must be prepared and submitted along with application for quick approval from concerned department.
5. It is instructed to all the contractors to start the work of Boundary wall construction if mentioned in agreement and Landscaping work within 15 days. All Contractors pi put up landscaping drawing & do the work of plantation properly.
6. Contractors and Project Managers of concerned PIUs shall ensure that the works are executed in accordance to the work programme. Project Managers and contractors shall ensure that there are no slippage in meeting the milestones.
7. Quality of works shall be maintained. Restoration of roads after laying of pipelines, is a major issue. The contractors and PIUs shall ensure that roads are restored within a minimum time frame, preferably temporary restoration within 48 hours and permanent restoration within 7 days but after doing the sectional hydro-testing. It is also instructed to cut the road with road cutter only to get a uniform width of excavation along the length, More excavation width gives unnecessary loading on Pipe. It is instructed to restore all roads in their original form before excavation, Whole profile of the road must be restored in their original form.

B. Project wise review is as under:-

1. <u>Hoshangabad Sewerage:</u>

- The project progress is very poor. Contractor was instructed to expedite the progress by deploying 100 plus manpower, material and machinery.
- M/s Tahal was instructed to review their door to door submission and submit the data properly in readable format. Data in readable and proper format must be resubmitted in 7 days.

2. **Barwani Sewerage:**
   - Contractor was instructed to improve progress by providing 100 Plus labour and have more machinery.

3. **Sendhwa Sewerage:**
   - The project progress is very poor. Contractor was instructed to expedite the progress by deploying more machinery, manpower and sufficient material.

4. **Narsinghpur Sewerage:**
   - M/s Bhugan Infra was instructed to rectify the door to door survey app within 2 days otherwise submit the door to door survey till July end with offline method.

5. **Mandla Sewerage:**
   - DTL will send the format for door to door report to M/s Jayvarudi.
   - M/s Jaivarudi is instructed not to lay pipes in villages which are out of municipal boundaries and without any approval and also instructed to overlap the plan of municipal boundaries on overall sewerage network map so that villages shall be isolated and discuss with Project Manager and PMC at PIU level and then submit the proposal to PMU level to decide.
   - Contractor must ensure that road restoration work shall be as per norms given in agreement and technical circulars issued by MPUDC.
   - PMC is instructed to review the pending submissions of Narsinghpur and Mandla within 7 days because it already very late.

It was emphasized by the DPDT that all contractors should do the work of sewerage network from MPS & IPS side i.e Tail end and do the testing parallelly with proper road restoration. Discussion regarding door to door survey which was already discussed and requested to PMC to opine and give consent. Discussion regarding Moorum bedding also made with PMC and apprised that every soil has own properties and according it shall be treated as granular soil hence because Moorum which should be have ESR value more than 20 and PI and LL less than 6 to treat it granular soil for which references were also given to Mr Allan but he did not reply properly so far. Hence it is required to give reply properly. Mr Allan (CRE PMC) had ensured that it shall be replied today.

Meeting ended with thanks to all the participants.

12.7.2021

(P. C. Jain)
Deputy Project Director (Technical)
MPUDC, Bhopal

No. MPUDC/KfW/PMU/ 6058 **Bhopal, Dated** 12 **/07/2021**

Copy to:

1. PA to Managing Director, MPUDC for record
2. PA to Additional Managing Director, MPUDC for record
3. Engineer-in-Chief, MPUDC for information please
4. Project Manager, PIU, Hoshangabad/Khargone/Jabalpur for compliance
5. Chief Municipal Officer, Nagar Palika, Hoshangabad/ Barwani/ Sendhwa/ Narsinghpur/ Mandla for information
6. Team Leader, PMC for MPUSEP for information and compliance
7. Authorized representative of M/s Tahal/ M/s Bhugan/ M/s Jaivarudi for information and compliance

12.7.2021

Deputy Project Director (Technical)
MPUDC, Bhopal

List of Participants of Contractor's review meeting dated 30th June 2021

1. Mr. P.C. Jain, Deputy Project Director (Technical), MPUDCL Bhopal.
2. Mr. A. K. Nanda PM, PIU Jabalpur, MPUDCL
3. Mr. Kamlesh Bhatnagar, TO, MPUDCL, Bhopal
4. Mr. Raghvendra N. Singh, DPM, PIU, Hoshangabad, MPUDCL
5. Mr. Sanjay Pandey, Assistant Project Officer, MPUDCL Bhopal
6. Mr. Rahil Gupta, APM, PIU, Hoshangabad, MPUDCL
7. Mrs. Heike Junger Sharma, DTL, PMC-GITEC & Head of AMC
8. Mr. Allan Clark, Chief Resident Engineer PMC-GITEC
9. Mr. Markus Frommer, Design Eng. For Sew.Team, PMC-GITEC
10. Mr. Raja Bhoopati, RE, Barwani, PMC-GITEC
11. Mr. A. K. Singh, RE, Hoshangabad, PMC-GITEC
12. Mr. Gopala Reddy A., RE, Jabalpur, PMC-GITEC
13. Mr. Shailendra Jindal, Representative, M/s Tahal Consulting Engineers Pvt. Ltd. for Hoshangabad, Barwani & Sendhwa Sewerage Project
14. Mr. Jyoti Prakesh Ayach, Representative, M/s Tahal Consulting Engineers Pvt. Ltd. for Hoshangabad, Barwani & Sendhwa Sewerage Project
15. Mr. Ravi Dehriya, Representative, M/s Bhugan Infracon Pvt. Ltd. for Narsinghpur sewerage Project
16. Mr. Harsh Vardhan Singh Gour, Representative, M/s Jaivarudi Infracon Pvt. Ltd. for Mandla sewerage Project

AMD meeting - 12/08/21

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapurdep@gmail.com, mapursep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

क्र॰ फ॰ 7173, 12/08/2021

Review Meeting for Achievement of Milestones in package 1, 2 and 3 under MPUSEP
Date: 2nd August 2021, 4.30 PM
Venue: Virtual meeting

A review meeting for the achievement of mid-term milestones i.e. upto 31st June 2021 given to M/s Tahal Consulting Engineers Pvt Ltd, the contractor for Package 1, 2 and 3 under MPUSEP, was held on 2nd August 2021 under the Chairmanship of Sh Rohit Singh, Additional Managing Director of MPUDC. List of the officials present in the meeting is given at annexure 1.

Achievement of milestones as informed by PMC and as informed by the contractor, were slightly different. The achievements vs milestones and the difference between the submission of PMC and that of the contractor, were discussed at length with emphasis on those milestones which were not completed. The final achievement is appended at annexure 2 to 4.

1. **Achievement against the milestones**

In case of Package 1, i.e. Hoshangabad Sewerage, M/s Tahal could achieve only 3 out of 11 milestones, more than 50% achievement in 4 milestones, 30 to 40% in 2 milestones and did not even start the balance 2 milestones. The overall achievement is assessed as 60%. Sh Vijayesh Gupta, CEO of M/s Tahal informed that rains (during almost whole month) and high water table during this season, stopped the work intermittently. No work could be started on trunk sewers due to rains only. CEO further ensured to complete the milestone for IPS-2, IPS-3 and IPS-4 within 15 days. He also ensured to meet all the milestones given for the month of August 21 as well as the backlog.

In case of Package 2 i.e. Barwani Sewerage, M/s Tahal itself had given milestones to be achieved in July and August 21. Achievement in this package is better and is assessed at 85%. However, even in this case, M/s Tahal did not start any work at IPS-2. The CEO informed that hard basalt rock in case of IPS-1 and IPS-2 had caused problems. Request for permission for limited blasting has already been submitted to the District Authority. The Project Manager for PIU, Khargone informed that the permission for limited blasting is likely to be obtained by 4th August 2021.

In case of Package 3 i.e. Sendhwa Sewerage, Deputy Project Director (Technical) of MPUDC raised concern that while M/s Tahal had raised the performance at Barwani, the work at Sendhwa which earlier was better placed from the progress point of view, is neglected in last 3 months. The achievement of milestones in Sendhwa is assessed at 60%. The CEO informed that hard basalt rock in case of IPS-1 had caused problems. Request for permission for limited blasting has already been submitted to the District Authority. The Project Manager for PIU, Khargone informed that the permission for limited blasting is likely to be obtained by 5th August 2021.

2. **Concerns raised by PMC**

Main concerns raised by PMC are as under:

- Non completion of Door to Door survey
- Low Deployment of labour and machinery at Hoshangabad and Sendhwa
- Late identification of hindrances by M/s Tahal

3. **Instructions issued to M/s Tahal**

The Additional Managing Director, MPUDC directed the officials of M/s Tahal as under:

i) A team of M/s Tahal will co-ordinate with the Deputy Team Leader of the PMC-AMC for MPUSEP and finalize the report of Door to Door survey within 15 days. CEO of M/s Tahal ensured to send a team by 4th August 2021.
ii) Complete backlog in all milestones and achieve 100% milestones for the month of August 2021.
iii) Increase labour and machinery at Hoshangabad and Sendhwa

Additional Managing Director, MPUDC also directed the Project Manager of PIU, Khargone to ensure the no objection of District Administration for limited blasting in case of Barwani & Sendhwa.

Meeting ended with thanks.

(Deepak Ratnawat)
Engineer-in-Chief

No. MPUDC/WB/ 7174, Bhopal, Dated 12/08/2021

Copy to:

1. P.A. to Principal Secretary, UDHD for information please.
2. P.A. to Commissioner UADD and Managing Director, MPUDC for information please.
3. Additional Managing Director, MPUDC for information please.
4. Project Manager, PIU, Khargone/Hoshangabad for information & compliance.
5. Team Leader, PMC for MPUSEP for information and compliance.
6. Mr Vijayesh Gupta, CEO, M/s TCEPL for information and compliance.
7. Mr Shailendra Jindal, Authorized Representative, M/s TCEPL for information and compliance.

Engineer-in-Chief

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapurdep@gmail.com, mapursep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

Annexure 1

Contract Review Meeting held on 2.08.2021
Subject: Achievement of Milestones in package 1, 2 and 3 under MPUSEP

List of Participants

S.No.	Name	Designation and Organization	Mode of joining the meeting
1.	Mr. Rohit Singh	Additional Managing Director, MPUDC	Present in the conference hall of MPUDC
2.	Mr Deepak Ratnawat	Engineer-in-Chief, MPUDC	
3.	Mr P C Jain	Deputy Project Director (Technical), MPUDC	
4.	Mr Rajendra Solanki	Project Manager, PIU, Khargone, MPUDC	Joined virtually
5.	Mr. Anand Singh	Project Manager, PIU, Hoshangabad, MPUDC	
6.	Mr Kamlesh Bhatnagar	Technical Officer, MPUDC	Present in the conference hall of MPUDC
7.	Mr Sanjay Pandey	APO, PMU, MPUDC	
8.	Mrs Heike Junger Sharma	Deputy Team Leader, PMC-AMC, MPUSEP, M/s GITEC	
9.	Mr Allan Clark	CRE, PMC, MPUSEP, M/s GITEC	Joined virtually
10.	Mr Vijayesh Gupta	CEO, M/s TCEPL, Gurgaon	
11.	Mr Shailendra Jindal	Authorized Representative, M/s TCEPL, Gurgaon	
12.	Mr Jyoti Prakash		

Annexure 2

Interim Status of milestones Packages 1 – MPUSEP, Hoshangabad.

Activity/Unit	31July 2021 Milestone Physical	31July2021 Milestone resources	Status on 30th July 2021 Milestone Physical	% Achievement	Status on 30th July 2021 Milestone resources
IPS-2	Complete to GL	A minimum average daily number of labour of 10 or above. Adequate stocks of cement, aggregates, reinforcing steel to complete	RCC of wet well wall up to 5th lift completed. RCC work for base raft completed. Reinforcement & shuttering work for walls of Inlet chamber in progress. Work disturbed due to rain. **M/s Tahal has committed to complete the work by 10-08-2021.**	70%	An average daily number of labour are 13.7 at eacl site. Adequate stocks of cement, aggregates, reinforcing steel are available to complete the works. **(achieved in terms of labour)**
IPS-3	Wet well to screen chamber level		RCC of base Raft Complete & Reinforcement work of wet well wall (1st lift) in progress. Work disturbed due to rain. **M/s Tahal has committed to complete the work by 10-08-2021.**	70%	
IPS-4	Compound wall completed		RCC work of 14 Nos. footing completed and 12 Nos. Columns completed up to plinth beam level & further work in progress. **M/s Tahal has committed to complete the work by 10-08-2021.**	30%	
CCT	Complete upto PCC	At the STP site a minimum average daily number of labour of 15 or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least one month work	PCC complete and Reinforcement & shuttering work of raft for Pit in progress.	105%	At the STP site an average daily number of labour are 15.5 in first half but reduced to 5 in second half, thus, monthly average works out to 10. **(66% achieved)** Stocks of cement, aggregates, reinforcing steel is available for at least one month work
SBR Basins	Excavation of Basin 1 & 2		90% excavation of Basin 1, 2 & 3 completed.	100%	
Sludge Thickener	Construction to Base Raft complete		Construction to Base Raft completed.	100%	
Chlorination Building	Complete upto plinth level		1st lift of Columns completed.	40%	
Supernatant sump	Raft complete		60% Excavation complete. Work disturb due to rain.	50%	
Filter Press Building	Construction to above GL		Not yet started.	0%	
Trunk sewers	IPS-2 to M(2)-1149 to M(2)-1142 completed, tested and restored including MHs	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day	Not yet started.	0%	Labour not deployed. Rains
House connections and lateral sewers	Full details for house connections as specified for the whole of Zone 4		Basic field work has been already done. M/s Tahal has also prepared the layouts as desired by PMC. Report writing is left. MPUDC has directed the contractor to co-ordinate with PMC and finalize the task within 10 days.	70%	
Overall achievement				**60%**	

Annexure 3

Interim Status of milestones Packages 2 – MPUSEP, Barwani.

Activity/Unit	31July 2021 Milestone Target	31July2021 Milestone resources	Status on 30th July 2021Milestone Physical	% Achievement	Status on 30th July 2021 Milestone resources
IPS-1	PCC and Base raft of Wet well	A minimum average daily number of labour of 10 or above. Adequate stocks of cement, aggregates, reinforcing steel to complete	Excavation 98% completed work delay due to heavy basalt rock. Will complete by 4.8.2021	75%	Avg 2 – 3 Nos labour engage at IPS-1because most of the work is mechanical
IPS-02	Excavation started of IPS-2		Not Started- will started from 4.8 21. (Plan for control blasting)*	0%	
MPS	Completion of Base raft	At the STP site a minimum average daily number of **labour of 40** or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least one month work	Base raft completed	100%	At the STP site an average daily number of **labour are 60.** **(Achievement is 150%)** Stocks of cement, aggregates, reinforcing steelis available for at least one month work
Thickener	RCC Base raft and one lift wall to be completed		Base raft Completed. 1st lift concrete to be completed by 5.8.21	90%	
Chlorination Building	Plinth beam to be completed.		Plinth beam completed	100%	
Supernatant sump	RCC Base raft and 2 Lift wall to be complete		RCC base raft completed and One lift wall completed. Rest to be completed by 5-08-2021	90%	
CCT	Base raft to be complete		Base raft and 1st lift wall completed.	110%	
SBR Basin	Excavation of One Basin		Excavation completed. 95 % PCC completed.	120%	
Trunk sewers	2 KM Pipe laying and One KM Permanent road restoration to be completed	On the sewer network a minimum average daily number of labour of 20 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day	118m trunk main and 1746m network pipe laying completed and 872m permanent road restoration completed.	90%	On pipeline Network **Avg. 50 Labour** deployed for laying of pipeline and Road restoration. **(Achievement is 200%)**
Overall Achievement				**85%**	Average labour on site is more than 100 in July 2021

* Permission for controlled blasting obtained on 4-08-2021.

Annexure 4

Interim Status of milestones Packages 3 – MPUSEP, Sendhwa.

Activity/Unit	31July 2021 Milestone Target	31July2021 Milestone resources	Status on 30th July 2021Milestone Physical	% Achievement	Status on 30th July 2021 Milestone resources
IPS-1	Excavation to be complete	A minimum average daily number of labour of 10 or above. Adequate stocks of cement, aggregates, reinforcing steel to complete	Excavation 2.5 meter completed. Work delay due to very hard rock.*	2.5 m out of 8m (30%)	Avg 2 – 3 Nos labour engage for IPS Deployment of 215 Hyundai Excavator with 110.364 KW capacity since 12.07.2021. Permission for controlled blasting at advanced stages of issue of letter from SDM
MPS	Completion upto 6th Lift wall	At the STP site a minimum average daily number of labour of 15 or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least ope month work	6th lift wall completed out of 9th lift.7th lift work in progress.	100%	At the STP site an average daily number of labourare25. **(167% achievement)** Stocks of cement, aggregates, reinforcing steelis available for at least one month work 1 No. Concrete Mixer 10/7? cum/hr capacity available 1 No. 125 KVA Diesel Generator. 1 No Rebar Cutting M/c. 1 No Plate Compactor 1 No 65 KVA Diesel Generator Capacity. 1 No Excavator Back hoe with Breaker attachment. 1 No Tough Rider 1 No Breaker Machine
CCT	2nd lift whole wall to be completed.		Reinforcement completed for one lift. Form work completed for one side wall. Vertical reinforcement completed for other 3 walls. 1st lift concrete plan on 5th August	20%	
SBR Basin	Base raft of 1 nos Basin to be completed.		Reinforcement cutting of base raft in progress. PCC completed for all 3 basins	50%	
Blower Room	Excavation completed		50% excavation completed	50%	
Filter Press Building	Construction upto GL		Reinforcement cutting and placing of base raft in progress.	40%	
Trunk sewers	MPS to MH 2806 (100m) completed, and tested including MHs 100m	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day	Target work not started but work is going on at Varla PWD Road due to PWD started making the new road.(900 meter pipe laying completed out of 2 KM). This was an urgent requirement from the PWD & ULB.	100%	On pipeline Network Avg. 15Labour deployed for laying of pipeline and Road restoration **(50% achievement)** 2 No JCB 75 Excavators 1 No Tractor with Trolley.
House connections and lateral sewers	Full details for house connections as specified for the whole of Zone 2		Not yet started. Basic field work has been already done. MPUDC has directed the contractor to co-ordinate with PMC and finalize the task within 10 days.	40%	
Overall Achievement				60%	

* Permission for controlled blasting applied on 6-7-21 & is likely to be obtained on 5-8-21

HBP Revised Milestone – 19/02/21

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, mapursep@gmail.com
(CIN No. U751i0MP2015SuC034139)

No. PMU/KfW/2021/ 1634 Bhopal Dated 19/2/2021

To

Executive Vice President
M/s Tahal Consulting Engineers Private Ltd
Gurugram, Haryana

Sub:MPUSEP - Package 1 – Hoshangabad Sewerage Project: Revised milestones and notice of potential termination of Contract

Ref: (1) Letter no. 8140 dated 07-11-2020 and 2320 dated 17-03-2020 of this office
(2) Your letter dated 09th December 2020
(3) This office letter dated 8th January 2021
(4) PMC's email dated 18th February 2021-02-21
(5) KfW Bank's No objection dated 19th February 2021

It has been repeatedly noted that despite repeated reminders, progress of the works in Hoshangabad Sewerage project does not correspond with that given in the revised programmes submitted in December 2019 and again in September 2020, and it has been wholly inadequate for achieving completion within the specified/ extended time for completion stipulated in the Contract. Both labour and material resources being applied as well as the designs/ drawings submitted, are inadequate to achieve satisfactory progress.

The experience is that despite continued assurances, you have not been able to comply with the provisions of the contract. It is not only the physical progress of the works but also the other points relevant to works which resulted in issuance of milestones and partial suspension of works in accordance to GCC 11.1.1 (1) in March 20 and again in November 20 which you were again not able to achieve.

You had raised various issues vide your letter dated 09-12-2020 which were replied vide this office letter dated08-01-2021. While your grievances are being looked into within the provisions of the contract, it is also made clear here that it is the prime responsibility of the contractor to perform and complete the work within scheduled time.

The matter was also discussed with KfW Bank at length. It has been decided to give you the final chance to demonstrate that you can and will fully comply with your contractual obligations, by the satisfactory completion of the works detailed below, on time and to the quality required by the Contract.

You are therefore directed to undertake and satisfactorily complete the works as indicated below, by the dates indicated, to demonstrate your commitment to fulfilling your obligations.

Activity/Unit	28 February 21 Milestone	15 March 21 Milestone	31 March 21 Milestone	15 April 21 Milestone	30 April 21 Milestone	Status 18/2/2021
Civil/Structural Designs (except MPS)		100% submission				43% submission

Mechanical Designs including all manufacturers' details (except MPS)	75% submission	100% submission				35% submission
Electrical Designs including application for power supply at all sites (except MPS)	75% submission	100% submission				21% submission
Work Programme	Submission of detailed work plan for completion of all IPS and sewer network within the contractually stipulated period		Submission of detailed 3 month rolling programme	Submission of detailed work plan for completion of STP within the contractually stipulated period	Submission of updated detailed 3 month rolling programme	No acceptable programme available.
IPS-2		Base slab RCC completed	1st lift wet well wall RCC complete	2nd lift wet well wall RCC complete		Excavation and wet well PCC complete
IPS-3		Excavation completed	Base slab RCC complete		1st lift wet well wall RCC complete	No work
IPS-4		Building work completed		Doors and Windows fitted	Compound wall completed	Concrete work complete to roof level
Gravity Sludge Thickener		PCC completed	Base slab RCC complete			No work
Chlorination Building		PCC for footings complete	RCC for footings complete, columns complete to GL			No work
Chlorine Contact Tank		Excavation complete	PCC complete			90% excavation
Trunk sewers		IPS-4 to M(4)475 complete including MHs	M(4) 475 to M(4)474 and M(4) 475 to M(4) 383 complete including MHs	M(3)1049 to M(3)316 and M(3)1047 complete including MHs	M(3)316 to M(3)98 complete including MHs	
House connections and lateral sewers		Full details and designs for house		Full details and designs for house		No submissions made

		connections as specified for the whole of Zone4		connections as specified for the whole of Zone2		
ESMP	Incorporation of all previous comments (MPUDC and KfW) into the ESMP and submission for final approval.					All comments forwarded to Contractor, Awaiting resubmission

Please note that you may carry out works on other components as well, however, the above milestones should be compulsorily achieved within specified time limits. This is further clarified that sewer network should be laid only after finalization of house connection sketches based on Door to Door survey, although this may be done locality wise.

In case, you do not demonstrate a will to perform and improve the rate of progress at a quality compliant with the contractual requirements, MPUDC will be obliged to consider the default as sufficient to terminate the contract under GCC Clause 11.2.3(2).

This is further added here that the performance of M/s TCEPL will be sole basis for taking final decision by MPUDC in this matter.

(Deepak Ratnawat)
Engineer-in-Chief

No. PMU/KfW/2021/1635 Bhopal Dated 19/2/2021

Copy to: -

1. Collector, District Hoshangabad for information please
2. Project Manager, PIU, Hoshangabad to issue above instructions from his desk also and to ensure that the work is carried out as per the above programme and in compliance to the quality and Safety standards.
3. Chief Municipal Officer, Municipal Council, Hoshangabad for information
4. Team Leader, PMC (MPUSEP) to ensure that the work is carried out as per the above programme and in compliance to the quality and Safety standards

Engineer-in-Chief

HBD– Revised milestone 25/06/21

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, mapursep@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 5430, Bhopal Dated 25/06/2021

To

Executive Vice President
M/s Tahal Consulting Engineers Private Ltd
Gurugram, Haryana

Sub: MPUSEP - Package 1 – Hoshangabad Sewerage Project: Revised milestones and notice of potential termination of Contract

Ref: (1) Letter no. 8140 dated 07-11-2020 and 2320 dated 17-03-2020 of this office
(2) Your letter dated 09th December 2020
(3) This office letter dated 8th January 2021, 1634 dt 19-02-2021, 3504 dt 12-04-2021, 3674 dt 22-04-2021 & 4034 dt 07-05-2021

It has been repeatedly noted that despite repeated reminders, progress of the works in Hoshangabad Sewerage project does not correspond with that given in the revised programmes submitted in December 2019, in September 2020 and again in February 2021, and it has been wholly inadequate for achieving completion within the specified/ extended time for completion stipulated in the Contract. Both labour and material resources being applied as well as the designs/ drawings submitted, are inadequate to achieve satisfactory progress.

This is a matter of great concern that despite continued follow up by MPUDC and assurances from your side, you have not been able to comply with the provisions of the contract. It is not only the physical progress of the works but also the other points relevant to works which resulted in issuance of milestones and partial suspension of works in accordance to GCC 11.1.1 (1) in March 20 and again in November 20 which you were again not able to achieve.

You had raised various issues vide your letter dated 09-12-2020 which were replied vide this office letter dated 08-01-2021. Your grievances have been rectified within the provisions of the contract, however, it is also made clear here that it is the prime responsibility of the contractor to perform and complete the work within scheduled time.

The matter is being continuously chased by KfW Bank and has been discussed several times at length. You are required to demonstrate that you can and will fully comply with your contractual obligations, by the satisfactory completion of the works given below, on time and to the quality required by the Contract, by the dates indicated, to demonstrate your commitment to fulfilling your obligations.

Activity/Unit	30June2021 Milestone	31July 2021 Milestone Physical	31July2021 Milestone resources	31August2021 Milestone Physical	31August2021 Milestone Resources
IPS-2		Complete to GL	A minimum average daily number of labour of 10 or above. Adequate stocks of cement,	RCC complete to roof level of pump house	A minimum average daily number of labour of 15 or above. Adequate stocks of cement,
IPS-3		Wet well to screen chamber level		Complete to GL	

IPS-4		Compound wall completed	ggregates, reinforcing steel to complete		ggregates, reinforcing steel and bricks to complete
CCT	At the STP site a minimum average daily number of labour of 10 or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least one month work	Complete upto PCC	At the STP site a minimum average daily number of labour of 15 or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least one month work	Base slab completed and 1st lift of whole wall started	At the STP site a minimum average daily number of labour of 20 or above. Stocks of cement, aggregates, reinforcing steel and bricks for at least two months work
SBR Basins		Excavation of Basin 1 & 2		PCC of Basin 1 & 2 and excavation of Basin 3 completed	
Sludge Thickner		Construction to Base Raft complete		2 lift of whole wall	
Chlorination Building		Complete upto plinth level		Complete upto 1st roof level	
Supernatant sump		Raft complete		2 lift of whole wall	
Filter Press Building		Construction to above GL		Complete upto lintel level	
Trunk sewers	All necessary permissions obtained and depotits placed to allow trunk sewer construction.	IPS-2 to M(2)-1149 to M(2)-1142 completed, tested and restored including MHs	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day	M(3) 1049 to M(3) 316 completed, tested and restored including MHs	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day
House connections and lateral sewers	Booklets of Household Survey sketches prepared by Zone to allow joint Tahal/PIU/PMC verification and agreement of connection details.	Full details for house connections as specified for the whole of Zone 4		Full details for house connections as specified for the whole of Zone 2	

Please note that you may carry out works on other components as well, however, the above milestones should be compulsorily achieved within specified time limits. You are also required to submit a committed work programme within 7 days to complete the project.

In case, you do not demonstrate a will to perform and improve the rate of progress at a quality compliant with the contractual requirements, MPUDC will be obliged to consider the default as sufficient to terminate the contract under GCC Clause 11.2.3(2) without any further notice. **This is further added here that the performance of M/s TCEPL will be sole basis for taking final decision on extension or termination of the contract by MPUDC in this matter.**

(Deepak Ratnawat)
Engineer-in-Chief

No. PMU/KfW/2021/ 5431 Bhopal Dated 25/06/2021

Copy to: -

1. Collector, District Hoshangabad for information please
2. Project Manager, PIU, Hoshangabad to issue above instructions from his desk also and to ensure that the work is carried out as per the above programme and in compliance to the quality and Safety standards.
3. Chief Municipal Officer, Municipal Council, Hoshangabad for information
4. Team Leader, PMC (MPUSEP) to ensure that the work is carried out as per the above programme and in compliance to the quality and Safety standards

Engineer-in-Chief

HBD – Revised Milestone - 29/09/21

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No.PMU/KfW/2021/ 8691 Bhopal Dated: 24 /09/2021

To,

Executive Vice president
M/s Tahal Consulting Engineers Ltd.
Gurugram,Haryana

Sub: MPUSEP Package-01Hoshangabad sewerage Project: Revised milestones and notice of potential termination of Contract

Ref: (1) Letter no.8140 dated 07-11-2020 and 2320 dated 17-03-2020 of this office
(2) Your letter dated 09th December, 2020
(3)This office letter dated 6th January 2021,1634 dt 19-02-021, 3504 dt 12-04-2021,3674 dt 22-04-2021, 4034dt 07-05-21 and 5430 dt 25-06-2021
(4) Your email dated 6th September 2021
(5) Review meeting with Managing Director MPUDC on dated 07-09-2021

It has been repeatedly noted that despite repeated reminders, progress of the works in Hoshangabad Sewerage project does not correspond with that given in the revised programmes submitted in December 2019,in September 2020.in February 2021and again in June2021.It has been wholly inadequate for achieving completion within the specified extended time for completion stipulated in the contract. Both labour and material resources being applied as well as the designs/ drawings submitted,are inadequate to achieve satisfactory progress.

This is a matter of great concern that despite continued follow up by MPUDC and assurances from your side, you have not been able to comply with the provision of the contract.

Your grievance have been rectified within the provision of the contract, however, it is also made clear here that it is the prime responsibility of the contractor to perform and complete the work within scheduled time. The discussion was also on 07-09-2021 review meeting in which Managing Director MPUDC had directed to see the performance for next one month.

The matter is being continuously chased KfW Bank and has been discussed several times at length, latest discussion held on 17th September 2021. You are required to demonstrate that you can and will fully comply with your contractual obligations, by the satisfactory completion of the works already given on targets and further work as per work programme on time and to the quality required by the Contract. within one month to demonstrate your commitment to fulfill your obligations.

Activity/Unit	30 September2021 Milestone Physical	30 September2021 Milestone resources	31October 2021 Milestone Physical	31October 2021 Milestone resources
IPS-2	RCC compete to roof level of pump house	A minimum average daily number of lab our of 15 or above Adequate stocks of cement aggregates, reinforcing steel to complete	Physical work complete for IPS	A minimum average daily number of lab our of 15 or above Adequate stocks of cement aggregates, reinforcing steel to complete
IPS-3	Complete upto 2nd lift		Complete upto Ground level	
IPS-4	Complete wall competed			
CCT	Complete upto 1st lift wall	At the site a minimum average daily number of lab our of 20 or aboveStocks of cement, aggregates, reinforcing steel and bricks for at least one month work	Complete upto GL	At the STP site a minimum average dailynumber of labour of 20 or above in each. Stocks of cement, aggregates, reinforcing steel and bricks for at least two months work
SBR Basins	PCC of all 3 basins		PCC of all 3 basins	
Sludge Thickner	Construction to 1st lift		Complete upto GL	
Chlorination Building	compete upto roof level		Complete Physical work	
Supernatant sump	PCC for base raft plus reinforcement		2 lift of whole wall	
Filter Press Building	Construction to plinth level		Complete upto lintel level	
Trunk sewers	IPS-2 M(2)- 1149 to.M(2)-1142 completed, tested and restores including MHs	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day	M(3)1049 to M(3)316 completed, tested and restored including MHs	On the sewer network a minimum average daily number of labour of 30 or above. 3 Excavators and 4 Tractor and Trolley deployable on any given day
Hydro testing			Upto 6 km	
House connections and lateral sewers	Full details for house connections as specified for the whole of Zone 4		Full details for house connections as specified for the whole of Zone 4	

Please note that you may carry out works on other components as well, however, the above milestones should be compulsorily achieved within specified time limits. By email on dated 06-09-2021, you had given self commitment of deploying 125 manpower although it did not include the balance hydro testing work and balance cement plaster work of manholes also. Hence your are requested to complete (1) the works as per above table (2) complete balance hydro testing and to the level of inside house property from where soil and waste pipe to be connected of already executed work.

In case, you do not demonstrate a will to perform and improve the rate of progress at a quality compliant with the contractual requirement, MPUDC will be obliged to consider the default as sufficient to terminate the contract GCC Clause 11-2-3(2) without any further notice **This is further added here that the performance of M/s TCEPL will be sole basis for taking final decision on extension or termination of the contract by MPUDC in this matter.**

(Deepak Ramawat)
Engineer-in-Chief

No. PMU/Kfw/2021/ 8632, Bhopal Dated: 24/0/9021

Copy to:-

1. Project Manager ,PIU Hoshangabad to issue above instruction from his desk also and to ensure that the work is out as per the above programme and in compliance to the quality and Safety standards, and to rectify all issues regarding sites for pipe laying and if asked by contractor.
2. Team Leader, PMC(MPUSEP) to ensure that the work is carried out as per the above programme and in compliance to the quality and Safety standers

Engineer-in-Chief

HBD - Slow progress 04/10/21

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
AmarkantakBhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapurdep@gmail.com, mapursep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

No.PMU/KfW/2021/ 9024 Bhopal, Dated 4 /10/2021

To,

The Project Managers,
PIU Hoshangabad/Khargone/Jabalpur
MPUDCL.

Sub: - Regarding Non achievement of Physical and Financial targets due to the slow progress.

You are very well aware that the KfW Bank funded MPUSEP's physical closure is on 31-12-2022. In order to achieve the completion of works of sub projects within the time schedule, the physical & financial milestones/targets were framed in consultation with PM, PIUs, and Contractor. Those contractors & Project Manager who were notable to give the physical & financial targets then the targets were given by this office on the advice of PMC.

Statements of physical & financial targets and status of achievement for the quarter of July-September, 2021 are enclosed on annexure 1. The table itself is self-explanatory that the progress is lagging much behindthe targeted completion, looking to overall design build construction period. It seems that neither the contractor nor the PIU could perform to achieve their own targets.

You shall be aware that the financial targets are informed to the KfW Bank based on the milestones/targets decided with the PMs and contractors. In case of non-achievement of the financial targets, the State Government has to bear certain commitment charges, also.

In view of the above facts, you are required to give the reason for short fall in physical & financial progress. You are also required to propose strategy for improvement (way forward) in both physical & financial progress simultaneously, within seven days.

4.10.2021

(P.C. Jain)
Deputy Project Director (T)
MPUDC

No.PMU/KfW/2021/ 9025 Bhopal, Dated 4 /10/2021

Copy to :-

1. Engineer-in-Chief MPUDC for information please.
2. Team Leader PMC, GITEC for information with the observation that the PMC is equally responsible for timely completion of works and should have worked more proactively to help the project, however you are directed to give reason for the slow progress & PMC's

strategy to improve the progress, within 7 days, AMC officials at PIU level shall help to PM PIU in preparing the strategy.

3. M/s Tahal Consulting Engineers for Hoshangabad, Barwani and Sendhwa sewerage project, for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.
4. M/s Bhugan Infracon Pvt. Ltd. For Narsinghpur sewerage project for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.
5. M/s Jaivarudi Infracon Pvt. Ltd. For Narsinghpur sewerage project for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.

1.7.2021

Deputy Project Director (T)
MPUDC

HBP- DPDT MOM 24/12/21

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development and Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press complex, Zone I, M.P. Nagar, Bhopal
Tel : +91-755-2763062, Email: mapurdep@gmail.com, mapursep@gmail.com
(CIN No. U75110MP2015SGC034139)

Date- 24/12/2021

Minutes of Meeting held at MPUDC Offices on 20th December 2021 regarding Hoshangabad

A meeting was held on 20.12.2021 regarding IPS 1 to 4 at Hoshangabad Sewerage project under MPUSEP. Following are the attendees of the Meeting :-

1. Mr. P. C. Jain, DPD(Tech), MPUDC, Bhopal.
2. Mr. Rishabh Choudhary, PM, PIU Hoshangabad
3. Mr. Sanjay Pandey, MPUDC, Bhopal
4. Mr. Rahil Gupta, APM, PIU Hoshangabad
5. Mr. Sayeed Sheikh, Team Leader, PMC – GITEC
6. Mr. A.K. Singh, R.E. Hoshangabad
7. Mr. Anil Jain, Project Manager, M/s Tahal Consulting Engineers
8. Mr. Shiv Pratap Singh, Designer, M/s Tahal Consulting Engineers
8. Mr. Priyank Kumar, Designer, M/s Tahal Consulting Engineers

Following points were discussed in detail :-

A. IPS-01 – Existing Pumping Station at Korighat:

1. The HFL to be rechecked/confirmed by PIU, Contractor and PMC jointly.
2. The conditional assessment with testing of the existing structure to be submitted by contractor in order to strengthen the same for the utilization and fulfilment of the purpose.
3. Submergence should be confirmed from the Vendor.
4. The four (04) openings are existing in dry well and may be increased as per requirement for the new pumps to be installed.
5. The structure and campus be aesthetic good.
6. The Grating cover on outer/ wet wall to be placed but not close the openings.
7. Spacing between new pumps to be confirmed according to CPHEEO Manual and standard norm..
8. Surge calculations to be done for the rising main.
9. Provision of Chain pulley or Monorail to be considered.
10. It was discussed that there is not much space due to park and in the existing system, hence as already proposed / recommended by PMC (as shown) Bucket Type Screen arrangement are best installed.
11. The Rate analysis /revised BOQ for the work to be done shall be submitted by contractor as per revised drawing. It was also mentioned by T.L. PMC that PMC Design Expert is coming to Bhopal and he will visit the site and accordingly, it shall be recommended that discussions regarding Mech. G A was also done.
12. It was also directed to complete all the above activities within seven days in order to complete the work in its time.

B. **IPS-02:**

1. Sub-station area: DG set to be shifted and adjusted in the area / place available adjoining to the site (South Side) to be decided and confirmed by PM-PIU. The Contractor needs tore-submit the revised drawing for approval.
2. The construction of components related to IPS are so arranged that they are limited to the South side of existing inlet channel. (WRD)
3. The approach road to the IPS-02 is to be proposed from East side of existing WRD Pump House, although it has also been discussed in details along with the Designer, Mr, Anil Jain, PM- Hoshangabad along with drawing. PM-PIU Hoshangabad are directed to do it accordingly and submit it in totality.

C. **IPS-03:**

1. Since the work at this site is at base raft level, the HFL to be re-checked and the design and height of the structure, panel room should be revised accordingly.

D. **IPS-04:**

1. Since the civil construction work at this site is almost complete the HFL to be rechecked/verified by PIU, Contractor and PMC jointly and whatever best at this level should be explored in order to run the system at all times.

PM, PIU Hoshangabad, T.L. PMC & Contractor were instructed to ensure compliance of above.

24-12-2021

(P.C. Jain)
Deputy Project Director (Tech.)
MPUDCL Bhopal

No. PMU/KFW/2021/ 11518 24/12/2021 **Bhopal Dated:**

Copy to:

1. PM, PIU Hoshangabad for information & necessary action.
2. Team Leader, PMC, MPUSEP for information & necessary action.
3. Executive Vice President, M/s Tahal Consulting Engineers Pvt. Ltd., for information and compliance MpProjects@tahal.com.
4. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd., Hoshangabad for compliance.

24-12-2021

Deputy Project Director (Tech.)
MPUDCL Bhopal

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 11636 Bhopal Dated: 29/12/2021

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package 01- Hoshangabad- **Regarding progress of project.**

Ref: 1. Agreement dated 29-09-2018
2. Project Manager-PIU, Hoshangabad letter no. 2888 dated 06-12-2021
3. Project Manager-PIU, Hoshangabad letter no. 2921 dated 10-12-2021
4. This office letter no. 11336 dated 20-12-2021
5. Project Manager-PIU, Hoshangabad letter no. 3005 dated 28-12-2021

Vide reference no. 2, 3 and 4, you were directed to expedite the work of Hoshangabad Sewerage Project as the progress encountered during the site visit of SDO-WRD, DPM (PIU-Hoshangabad) and RE-PMC was not satisfactory and unacceptable.

Vide reference no. 5, Project Manager- PIU, Hoshangabad has again instructed you to expedite the work progress as the progress is still not satisfactory.

Despite repeated instructions, you have not deployed the required manpower on site. You are required to expedite the work progress to comply to the instructions given during site visit and to meet the milestones as per latest work program. Such progress is not acceptable and you are required to deploy more manpower to achieve the desired progress. In-case of non-compliance, LD will be imposed upon you as per clause GCC- 2.3.6 of agreement.

29.12.2021

(P. C. Jain)
Dy. Project Director (Tech.)

No. PMU/KfW/2021/ 11637 Bhopal Dated: 29/12/2021

Copy to:

1. Project Manager, PIU Hoshangabad for information.
2. Team Leader, PMC, MPUSEP for information & necessary action.

29.12.2021

Dy. Project Director (Tech.)

HBD - DPDT MOM - 17/01/22

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Ha/mpudc/kfw/pmu/ 392 Date- 17/01/2022

KfW Bank funded

Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)
Minutes of Contractor's review meeting dated 3rd January 2022

Review meeting of progress of works of **Hoshangabad, Barwani, Sendhwa** and **Narsinghpur** being implemented under KfW Bank funded MPUSEP was held on 3rd January, 2022 at 3:00 PM under the chairmanship of Deputy Project Director (Technical) . The list of attendees is enclosed at Annexure 1.

Progress of works with reference to the work schedule given by the contractor, achievements and backlogs, hinderances in adherence to timelines and milestones, financial progress of projects in last month were discussed. Outcome of the review meeting and directions issued are as under :

1. General Instruction to all contractors -

a. It was informed to all the contractors that the completion of MPUSEP – KfW funding is 31st December, 2022 hence all contractors should expedite the progress and make all efforts to complete project before 31st December, 2022. All contractors must achieve physical progress of 80% upto June 2022 as after this in rainy season the progress will reduce substantially.
b. It was instructed that contractor must ensure hydro-testing and HSC should be done simultaneously with network laying. As there is large gap in network laying and hydro-testing.
c. It was instructed that contractor must ensure physical and financial progress should be as per time line which was submitted and agreed by contractor. Contractors and Project Managers of concerned PIUs shall ensure that the works are executed in accordance to the work programme and there are no slippage in meeting the milestones.
d. Quality of works shall be maintained. Restoration of roads after laying of pipelines, is a major issue. The contractors and PIUs shall ensure that roads are restcred within a minimum time frame, preferably temporary restoration within 48 hours and permanent restoration within 7 days. It was also added that hydro testing of pipes and HSCs shall be ensured before permanent restoration, so that road shall not be cut again.
e. It was instructed that contractor must ensure the financial progress as per targets.
f. The progress of all above 4 projects is attached at annexure 2.

2. MPUSEP Pkg 01 - Hoshangabad :-

a. The physical progress of Hoshangabad sewerage is only 18% which is very less. It is found that contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. It is found that contractor is paying much attention to construct the structures in-spite of network laying. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be 20.00 Km per month to achieve the target as planned.

c. The contractor has submitted the design & drawings of the MPS & IPS-01 (existing pumping station at Korighat) and pending at PMC. PMC was instructed to submit the comments on design and drawing within 07 days to PMU.
d. The work at IPS-02, IPS-03 & IPS-04 should be expedited quickly.
e. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.
f. CEO, TAHAL raised the issue of rates of manholes and requested to consider & approval for precast manholes. DPD(T) made it clear that the rate were quoted by Tahal and that any matter within contract condition can be consider and beyond that no proposal shall be consider. However the contractor was instructed to submit proposal along with design of precast manholes with their technical suitability including related IS code.
g. It was pointed out that there is a large gap between physical and financial progress of Hoshangabad sewerage project. PM PIU, PMC and Contractor was instructed to check and verify all items for which contractor has not claimed any payment or less payment and it should be taken care in next bill.

3. MPUSEP Pkg 02 - Barwani :-

a. The physical progress of Barwani sewerage is only 35% which is less. Contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be as per approved time line to achieve the target.
c. The contractor has requested for permission of controlled blasting in network laying. PM, PIU has informed that District Administration has already granted permission for controlled blasting in IPS, but for network laying within city part it is not possible as there are narrow lanes, however for outer parts of city it may consider.
d. PMC was instructed to submit the design and drawing with comments within 07 days to PMU.
e. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.

4. MPUSEP Pkg 03 - Sendhwa :-

a. The physical progress of Barwani sewerage is only 35% which is less. Contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be as per approved time line to achieve the target.
c. PMC was instructed to submit the design and drawing within 07 days to PMU.

d. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.

5. MPUSEP Pkg 04 - Narsinghpur :-

a. The physical progress of Narsinghpur sewerage is only 20% which is less. Contractor is not deploying the manpower and Machineries as per approved work program. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. The contractor has not submitted structural design and drawing of STP and 5 IPS and due to that the progress of work is suffering extensively. Contractor committed that all structural designs and drawing of STP & IPS will be submitted upto 30th January 2022 and all other electromechanical, P&I electrical drawings and other vendor approval issues will be submitted in the month of February 2022.
c. The contractor was instructed to increase the team for hydrotesting start as it is far behind the timeline.
d. The design of IPS2 was approved but contractor has not started the work till now. Contractor was instructed to mobilize the man, material and machines at site within 7 days and start the work immediately.

At the end of the meeting, DPD (T) stated that the next review meeting will be conducted on 20th January 2022. He also added to ensure the pipe line network should be laid minimum 6.00 Km along with the work progress at IPSs & STP sites for all the Packages 1, 2 & 3 before the next review meeting.

17.1.2022

(P. C. Jain)
Deputy Project Director (Technical)
MPUDC, Bhopal

No. MPUDC/KfW/PMU/ 393 **Bhopal, Dated** 17 **/01/2022**

Copy to:

1. PA to Managing Director for record.
2. Engineer-in-Chief, MPUDC for information please
3. Project Manager, PIU, Hoshangabad/ Jabalpur for compliance
4. Team Leader, PMC for MPUSEP for information and compliance
5. Authorized representative of M/s Tahal/ M/s Bhugan for information and compliance

17.1.2022

Deputy Project Director (Technical)
MPUDC, Bhopal

Annexure 1

Contract Review Meeting held on 03.01.2022 for Review of progress of Hoshangabad, Barwani, Sendhwa and Narsinghpur under MPUSEP
&
Sewada under MPUDP
List of Participant

Sn.	Name	Designation & Organization
1.	Mr. P. C. Jain	Deputy Project Director (Technical), MPUDC
2.	Mr. Anil Nanda	Project Manager, PIU, Jabalpur
3.	Mr. R. K. Solanki	Project Manager, PIU, Khargone
4.	Mr. A. K. Shrivastav	Project Manager, PIU, Gwalior
5.	Mr. Sanjay Pandey	Assistant Project Officer, MPUDC
6.	Mr. Ajay Pandviya	Municipal Engineer, PMC
7.	Mr Rajendra singh Bhadoriya	Project Management Specialist PMC
8	Mr. Himanshu Sharama	Water Resource Engineer PMC
9.	Mr. Vijayesh Kumar Gupta	CEO, M/s Tahal Consulting Engineers
10.	Mr. Ashish Pandey	Resource Partner, M/s Tahal Consulting Engineers
11.	Mr. Shailendra Jindal	DGM, M/s Tahal Consulting Engineers
12.	Mr. Priyank Kumar	AGM, M/s Tahal Consulting Engineers
13.	Mr. Shakti Mishra	General Manager, Ms Bhugan Infracon Pvt. Ltd
14.	Mr. Ravi Dehria	Project Director, Ms Bhugan Infracon Pvt. Ltd
15.	Mr. Pradeep Suryavanshi	Project Controller, Ms Bhugan Infracon Pvt. Ltd

Slow Progress

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. MPUDC/PMU/2022/ 482, Bhopal Dated: 19/01/2022

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: **MPUSEP-Pkg 1- Hoshangabad Sewerage Project-** Regarding slow progress.

Progress review meeting was held on 03-01-2022 and following instructions were given to you for Hoshangabad Sewerage Project:

1. As the stipulated completion date for the project is near, you are required to deploy more manpower and machinery to expedite the progress on all the fronts. Pipeline should be completed by June to avoid hindrances due to Monsoon.
2. Only 5.62 KM hydrotesting is done out of already laid 11.1 KMs which is not satisfactory and you are required to complete the pending hydrotesting within 7 days. Hydro-testing shall be performed parallelly with pipe laying followed by road restoration in order to achieve desired progress.
3. In order to complete project within stipulated time, 20 KMs pipe laying along with Hydro-testing and subsequent restoration should be done every month, which can only be achieved by deploying at-least 5 Labor Gang with at least 100 No. Of Labor per day. You are hereby instructed to increase the manpower accordingly and complete the work as discussed.
4. It is instructed to complete the house service connections parallelly with pipe laying.
5. Civil works for IPS-02 should be 90% completed by now as per the targets but only 70 % is achieved. You are required to expedite the progress on all the IPS. Progress on Landscaping and construction of Boundary wall should also be taken care off.
6. You are required to deploy at least 50 Manpower on STP to expedite the progress as per work plan. It is to be noted that at-least 10% work progress is required per month to complete the project within time.
7. You are also required to obtain NOC from MPPWD/NHAI/MPRDC for road cutting and subsequent restoration wherever required.
8. You are required to submit all the pending design and drawing by 31-01-2022 and also submit VETTED copy of already approved design and drawing.

You have already failed in meeting the milestones set in workplan, hence you are required to submit the updated workplan and deploy the sufficient manpower and material to achieve the desired progress.

19-1-2022.

(P. C. Jain)
Dy. Project Director (Tech.)

No. MPUDC/PMU/2022/ 483 Bhopal Dated: 19/01/2022

Copy to: 1. Project Manager-PIU, Hoshangabad for information and necessary action.
2. Team Leader, PMC, Gitec-IGIP for information & necessary action.
3. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd., Hoshangabad for compliance.

19.1.2022.

Dy. Project Director (Tech.)

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 9939 Bhopal Dated: 8 /11/2021

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package 01- Hoshangabad- **Regarding Targets upto 31-10-2021.**

Ref: 1. Agreement dated 29-09-2018
2. This office letter no. 8691 dated 24-09-2021
3. Your letter no. TCEL/2021-22/MPUDC/HOS/Pkg-1/0090 dated 3-10-2021
4. This office letter no. 8681 dated 24-09-2021

Vide reference no. 3 you have responded to this office letter vide reference no. 2 regarding the physical targets given to you for the month October-2021. Following are the comments of MPUDC:

1. **Land for MPS and STP Approach:**
The matter is in process and the land will be provided at earliest. However, had the land being the only issue behind the slow progress in Civil work, then justify the slow progress of the pipelaying and components where the land has been handed over previously. IPS-2, IPS-3 and IPS-4, for which the land has been handed over are still incomplete. MPUDC understands that handing over of remaining lands is crucial for timely completion of land and the same will be done at earliest. You are required to complete the civil works of components where the land is provided and also expedite the laying of pipeline.

2. **Regarding RA Bill-10:**
RA Bill submitted by you is objected by PMC and PIU for the non-submission of core cutter test report for the road restoration work. The amount was withheld for the same reason and you were instructed to submit the invoice of Rs. 8,87,289.08 for which you objected. Now the matter is under consideration.

3. **Regarding IPS-2:**
The cube casted during the concreting of wall of IPS-2 has failed in compressive strength test which is a matter of serious concern and is not required at all in such structures and for the same reason you were instructed for dismantling of wall by Project manager-PIU, Hoshangabad. As you have mentioned regarding IS code, you may again request to Project manager with all codal clauses with commitment to do work in better way in future.

4. **Regarding IPS-3:**
   Contract includes the rainy season for the stipulated time of completion and you should have planned for the measures to work under such conditions. However, the monsoon has departed and the accumulated water can be pumped out. You are required to expedite the construction work. Stopping the work due to delay in payment of RA Bills is unacceptable as there is no such provision in contract.

5. **Regarding IPS-4:**
   You cannot stop the work due to delay in payment of RA Bill as per contract. Moreover, you are required to expedite the work progress.

6. **Regarding trunk sewers:**
   The claimed amount under RA Bill-10 was 62.26 Lacs which is not even 0.5% of the DB cost of project. Unable to procure pipes due to delay in RA bill is not justifiable. You are required to start the work at earliest.

7. **Regarding hydro-testing:**
   Vide reference no. 4, it was instructed to complete hydro-testing of the already laid pipes within one month, but only 3.5 KM out of 10.848 KM already laid pipeline is tested as on date after the lapse of time period of one month given for the work. Despite giving repeated instructions, such progress is disappointing, unacceptable and may attract suitable penalty. You are hereby instructed to expedite the work.
8. **Regarding house connections and lateral sewers:**
   Complete the work at earliest. It has already been discussed many times and a workshop was also organized regarding this matter.

You are required to adhere to your work plan and complete the work within stipulated time. MPUDC does not intend to hold any bills unnecessarily and the same will be finalized at earliest.

(Deepak Ratnawat)
Engineer in Chief
MPUDCL
Bhopal Dated: 8 /11/2021

No. PMU/KfW/2021/ 9940,

Copy to:

1. Deputy Project Director (Tech) for information.
2. Project Manager, PIU Hoshangabad for information and to put up the bill based on instructions given to you vide this office letter no. 9384 dated 14-10-2021.
3. Team Leader, PMC, MPUSEP for information & with instructions to submit your response to this office letter no. 9382 dated 14-10-2021

Engineer in Chief
MPUDCL

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 10106, **Bhopal, Dated:** 12/11/2021

To,

The Project Manager
Project Implementation Unit
Hoshangabad, Khargone and Jabalpur,

Subject: Completion work tentative financial target for the balance work under KfW funded MPUSEP.

With the subject cited above the month wise list of financial commitment of KfW funded MPUSEP is prepared on the basis of balance expenditure to be done on each project. It is being forwarded to you to get consent of the concerned contractor. If any change is required then suggest in writing or through email with the proper justification.

The change in the target amount is accepted but the completion time & accordingly over financial target shall not be changed anyway.

12.11.2021

P. C. Jain
Dy. Project Director (T),
MPUDC, Bhopal

No. PMU/KfW/2021/ 10107 **Bhopal, Dated:** 12/11/2021

Copy to: 1) E-N- C. MPUDC for information please.
2) Team Leader PMC- MPUSEP-GITECH for information please & necessary action please.
3) M/s Tahal Consulting Engineers, for Hoshangabad, Barwani and Sendhwa.
4) M/s Bhugan Infracon Pvt. Ltd. for Narsinghpur Sewerage.
5) M/s JayVarudi Infracon Pvt. Ltd. for Mandala Sewerage.

12.11.2021

Dy. Project Director (T),
MPUDC, Bhopal

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED

RRW FUNDED SEWERAGE PACKAGES FOR 5 No. TOWNS

TARGET PROJECTION OF EXPENDITURE IN THE PROVIDED TIME PERIOD

(ALL AMOUNTS Rs. IN CRORES) (AMOUNTS EXCLUDING GST)

S. No.	PIU	NAME OF PROJECT	CONTRACTOR's NAME	AGREEMENT AMOUNT Including O & M Costs	D & B Costs	UP TO DATE EXPENDITURE 09/11/2021	BALANCE AMOUNT	TARGET		BALANCE AMOUNT	TARGET										Total for PIU wise	BALANCE AMOUNT	REMARKS	COMMENTS
								Nov-21	Dec-21		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22				
1	Hoshangabad	Hoshangabad	Tahal	141.66	131.66	3	138.66	13.67	13.67	108.66	13.67	13.67	13.67	13.67	13.67	13.67	9.11	9.11	9.11	N/A	138.66	NIL	Physical completion of Project is June-2022, There after 3 Months O & M Period	DB Cost after V.O. = 157.30 Revised Final Project Cost = 119.42
2	Khargone	Barwani	Tahal	88.56	78.53	4.67	94.09	7.47	7.47	19.22	7.47	7.47	7.47	7.47	7.47	7.47	7.47	3.01	3.01	3.01	Total for Khargone = 145.13	NIL	Physical completion of Project is July 2022, There after 3 Months O & M Period	DB Cost after V.O. = 39.53 Revised Final Project Cost = 94.15
3	Khargone	Sendhwa	Tahal	65.02	59.4	3.68	61.04	5.43	5.43	13.04	5.43	5.43	5.43	5.43	5.43	5.43	5.43	4.07	4.07	4.07		NIL		DB Cost after V.O. = 59.40 Revised Final Project Cost = 72.94
4	Jabalpur	Narsinghpur	Ms. Bhagan	90.02	83.42	7.66	83.36	6.34	6.34	13.34	6.34	6.34	6.34	6.34	6.34	6.34	5.56	5.56	5.56	N/A	Total for Jabalpur = 171.53	NIL	Physical completion of Project is Sept. 2022, There after 3 Months O & M Period before physical completion.	DB Cost after V.O. = 88.42 Revised Final Project Cost = 140.49
5	Jabalpur	Mandla	Ms. Joy Vanali	93.94	88.44	2.77	88.17	5.82	5.82	14.1	5.82	5.82	5.82	5.82	5.82	5.82	5.88	5.88	5.88	N/A		NIL		DB Cost after V.O. = 88.44 Revised Final Project Cost = 107.72
		TOTAL		477.5	430.47	22.18	465.32	43.53	43.53	167.66	48.63	48.63	48.63	48.63	48.63	48.63	33.45	30.23	30.23	9.68	465.32			

(5)

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 11336 Bhopal Dated:26/12/2021

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package 01- Hoshangabad- **Regarding progress of project.**
Ref: 1. Agreement dated 29-09-2018
2. Project Manager-PIU, Hoshangabad letter no. 2888 dated 06-12-2021
3. Project Manager-PIU, Hoshangabad letter no. 2921 dated 10-12-2021

Vide reference no. 2 and 3, you were directed to expedite the work of Hoshangabad Sewerage Project as the progress encountered during the site visit of SDO-WRD, DPM (PIU-Hoshangabad) and RE-PMC was not satisfactory and unacceptable. You are required to expedite the work progress to comply to the instructions given during site visit and to meet the milestones as per latest work program. Such progress is not acceptable and you are required to deploy more manpower to achieve the desired progress otherwise appropriate action will be taken against you.

26.12.2021

(P. C. Jain)
Dy. Project Director (Tech.)
Bhopal Dated:26/12/2021

No. PMU/KfW/2021/ 11337

Copy to:

1. Project Manager, PIU Hoshangabad for information.
2. Team Leader, PMC, MPUSEP for information & necessary action.

26.12.2021

Dy. Project Director (Tech.)

HBD - Black Listing Show Cause
24/01/22

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No. PMU/KfW/2022/688 Bhopal Dated: 24/01/2022

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP-01- Hoshangabad Sewerage Project- Show Cause Notice for Blacklisting due to Slow Progress in Hoshangabad Sewerage Project.

Ref: 1. Agreement dated 29-09-2018
2. PMU/KfW/2018/4361, Bhopal, Dated: - 07-09-2018
3. This office letter no. dated 8-01-2021, 1634 dated 19-02-2021, 3504 dated 12-04-2021, 3674 dated 22-04-2021, 4034 dated 07-05-2021, 5430 dated 25-06-2021,6057 dated 12-07-2021, 8691 dated 24-09-2021, 9024 dated 04-10-2021,10106 dated 12-11-2021, 11336 dated 20-12-2021, 11636 dated 29-12-2021,392 dated 17-01-2022, 482 dated 19-01-2022.

Your firm had been awarded contract for the works of KfW funded MPUSEP Pkg-1 (Hoshangabad Sewerage Project) by MPUDC vide reference made above. The status of progress of the contract is as under:

S.NO.	Package No.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Time Elapsed (Days)	Physical Progress as on	
						31.10.2021	31.12.2021
1.	MPUSEP Pkg-1	29.09.2018	28.09.2020	31.12.2022 (2nd)	1209	17.5%	18.5%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. Despite repeated instructions, reminders, review meetings vide reference no. 3 and total cooperation extended to you by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project town is deprived of access to sanitary facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17.12.2021 and the terms of the contract executed with this office.

You are hereby required to show cause within 15 days from the receipt hereof as to why your firm should not be **"Blacklisted"**. You are directed to submit written statement/reply before the undersigned by **08.02.2022**.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date, it will be presumed that, you have nothing to say further in this matter in your support, and action as per aforementioned order dated 17-12-2021 may be initiated against you without making any further reference to you in this regard.

Please note and acknowledge.

4.1.2022

(P.C Jain)
Deputy Project Director (Tech.)
MPUDCL

No. PMU/KfW/2022/689 Bhopal Dated: 24/01/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Engineer-In-Chief, MPUDCL, Bhopal for information.
3. Financial Controller, MPUDCL, Bhopal for information.
4. Chief Engineer, Planning and budget (State Registration Officer), Office of Engineer-in-Chief, PWD, Nirman Bhawan, Arera Hills, Bhopal for information.
5. Project Manager-PIU, Hoshangabad for information and necessary action.
6. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action.

4.1.2022

(P.C Jain)
Deputy Project Director (Tech.)
MPUDCL

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dyndtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 1512 Bhopal Dated: 15/02/2022

To,

Project Manager
Project Implementation Unit,
MPUDC, Hoshangabad

Sub: MPUSEP Package 01,02 & 03- **Regarding revised work plan of Hoshangabad, Barwani and Sendhwa Sewerage project.**

Ref: 1. M/s Tahal unreferenced E-mail dated 8-02-2022
2. Your submitted work plan dt Nov 21. (Revised)

Vide reference no. 1, M/s Tahal has submitted revised work plan for Hoshangabad, Barwani and Sendhwa Sewerage project. Upon perusal, it is found that the completion time in work plan is exceeding beyond the extended project completion date which is as mentioned below.

1. Hoshangabad Sewerage Project- 28-11-2022
2. Barwani and Sendhwa Sewerage Project- 29-09-2022

Contractor is required to submit the revised work plan to complete the project within the project completion date and deploy required manpower and resources at site to achieve the physical and financial targets. The above time is inclusive of 3 months trial run.

Encl: As above.

15.2.2022
(P. C. Jain)
Dy. Project Director (Tech.)

No. PMU/KfW/2022/ 1513 Bhopal Dated: 15/02/2022

Copy to: 1. Team leader-PMC, MPUSEP for information and necessary action.
2. Executive Vice President, M/s Tahal Consulting Engineers Pvt. Ltd., Plot No. 34, Phase 2, 2nd Floor, Sector 44, Industrial Area, Gurugram, Haryana – 122003 for information and compliance, MpProjects@tahal.com,
3. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd., Hoshangabad for compliance.

15.2.2022
Dy. Project Director (Tech.)

HBD – Collector Review meeting – 22/2/22

निकुंज कुमार श्रीवास्तव, I.A.S.
आयुक्त

संचालनालय, नगरीय प्रशासन एवं विकास,
मध्यप्रदेश शासन,
पालिका भवन, शिवाजी नगर, भोपाल मध्यप्रदेश,
भारत गणराज्य। पिन–462 016
टेलीफोन: +91 755 2575491 फैक्स: +91 755 2575696
ई-मेल: commissioner@mpurban.gov.in ;
वेबसाइट: www.mpurban.gov.in

क्र. PMC/KNW/2022/ 1733
भोपाल, दिनांक 22 फरवरी 2022

प्रिय नीरज,

विषय : होशंगाबाद सीवरेज प्रोजेक्ट (एमपीयूएसईपी–पैकेज) के निर्माण कार्य की प्रगति के संबंध में।

संदर्भ : कलेक्टरेट होशंगाबाद में सम्पन्न हुई रिव्यू मीटिंग दिनांक 05.02.2022.

आपके अर्द्धशासकीय पत्र क्र. 3885 दिनांक 31 जनवरी 2022 में होशंगाबाद नगर की सीवरेज योजना कार्यों की वर्तमान प्रगति से यह कार्यालय सहमत है। योजना में विलम्ब के कारणों में कुछ घटकों हेतु भूमि की उपलब्धता, कोविड 19 के साथ संविदाकार द्वारा धीमी गति से कार्य किया जाना रहा है। विगत वर्ष में भूमि उपलब्धता सहित सभी बिंदुओं का निराकरण हो चुका है और अब कोविड–19 का प्रभाव भी नहीं है।

दिनांक 05.02.2022 को आपके साथ कलेक्टोरेट, होशंगाबाद के सभाकक्ष में संविदाकार के साथ समीक्षा बैठक का आयोजन किया गया। संविदाकार ने भी कार्य की गति बढाने हेतु सभी प्रकार के संसाधन उपलब्ध कराने का आश्वासन दिया है। समीक्षा बैठक के मिनट्स भी संलग्न हैं। योजना कार्य पूर्ण करने का लक्ष्य नवम्बर 2022 रखा गया है जिसके लिये संविदाकार से विस्तृत कार्यक्रम भी लिया गया है।

उक्त संबंध में यह भी निर्णय लिया गया कि जिला कलेक्टर के द्वारा माह में कम से कम एकबार होशंगाबाद सीवरेज परियोजना की समीक्षा की जायेगी जिसमें संविदाकार भी उपस्थित रहेंगे। मुझे विश्वास है कि नियमित समीक्षा कर प्रोजेक्ट में आने वाली बाधाओं को समय से दूर करने से यह परियोजना नवम्बर 22 में पूर्ण हो सकेगी।

स्नेह,

(निकुंज कुमार श्रीवास्तव)
प्रबंध संचालक
म.प्र. अर्बन डेवलपमेंट कं.लि.

प्रति,
श्री नीरज कुमार सिंह
कलेक्टर जिला – होशंगाबाद

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060 Email: mpurdep@gmail.com, mpurserp@gmail.com, kbhainagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

No. MPUDC/ KfW/ 1731 Bhopal Dated 22/02/2022

Hoshangabad Sewerage Project
Review Dated 05.02.2022
Venue – Virtual Meeting from Collector office Hoshangabad

A review meeting of Hoshangabad Sewerage Project being implemented under KfW Bank funded MPUSEP, was held on 5th February 2022 at 5 PM under the chairmanship of Managing Director, MPUDC Cum Commissioner, Urban Administration and Directorate at Hoshangabad. List of attendees is enclosed at Annexure-1.

In the review meeting, detailed discussion on the work plan submitted by M/s TCEPL (in November 2021) versus the actual progress, resource deployment and other various issues, was held.The brief of discussion is as under:

1. As per revised work program agreed in November 2021, overall physical progress should have been 30 % & manpower deployment should have been 291 per day, while the actual progress is 19 % and average manpower deployment in the month of January 22 is only 115 per day.Managing Director expressed his displeasure over the poor progress despite persistence follow up at apex level.
2. Detailed component wise progress was also reviewed. It was found that there was no progress at STP, IPS-3 & no substantial progress in sewerage network, HSC, IPS-3 also.
3. Mr. Gupta, CEO of M/s TCEPL, the contractor, regretted about the poor progress and expressed commitment to complete all the three sewerage projects viz. Hoshangabad, Barwani & Sendhwa in time. He submitted that Barwani & Sendhwa Projects are running comparatively better, but Hoshangabad Project could not pick up due to problem of labour contractor deployed at STP & IPS-3. He clarified that the problem had been sorted out. He ensured that there will be visible improvement in progress of all the components in near future. He further ensured that works amounting Rs 7 to 8 Cr will be executed in the month of February, 2022 and minimum 12 km network will be laid in Hoshangabad. He added that sewer network laying work will also be expedited at the other two project towns and minimum 6 km network at Barwani andminimum 8 km at Sendhwa, will be laid in this month i.e. February 2022.

4. Mr. Ashish Pandey from M/s TCEPL assured that the manpower at Hoshangabad will be increased to an average of 200 plus per day and improvement in labour deployment at Barwani & Sendhwa will also be done.
5. Collector, District Hoshangabad emphasized that sewer line laying work first should be finished in low lying areas because in rainy season the most of area of Hoshangabad get flooded. He also emphasized to use road cutter for cutting concrete pavements and bitumen roads.
6. Managing Director, MPUDCdirected the CEO of M/s TCEPL to ensure completion of all the works including trial and run in Hoshangabad, on or before 28.11.2022 (as per extended time). He added that in order to achieve the completion as per extended schedule, network laying achievement shall be @ minimum 20 km per month and all the physical works should be completed by 28.08.2022. Looking to the major backlog in present workplan, M/s TCEPL needs to come out strategically to achieve all the milestones. He directed CEO, M/s TCEPL to give the revised planning within three days with revised milestones but ensuring completion within aforesaid extended period.
7. It was also decided that Hoshangabad Project shall be reviewed Monthly by Collector Hoshangabad.

Meeting ended with Thanks.

(Approved by Managing Director, MPUDC)

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Bhopal Dated 22/02/2022

No. MPUDC/ KfW/ 1732

Copy to:

1. P.A. to Managing Director MPUDC for information.
2. Collector, Hoshangabad for information.
3. Deputy Project Director (Technical) for information.
4. Project Manager, PIU Hoshangabad for information and necessary action.
5. Team Leader, M/s GITEC-IGIP India Plc, Bhopal for information & necessary action.
6. M/s Tahal Consulting Engineering Pvt. Ltd. Sector -44, Industrial Area, Gurugram/Camp Hoshangabad for information & necessary action.

Engineer-in-Chief
MPUDC, Bhopal

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapurdep@gmail.com, mapursep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

Annexure -1

List of Attendees:

S.No.	Name	Designation and Organization	Mode of joining the meeting
16.	Mr. Neeraj Kumar Singh	Collector, Hoshangabad	Present in the conference hall of Collector office Hoshangabad
17.	Mr Deepak Ratnawat	Engineer-in-Chief, MPUDC	
18.	Mr P C Jain	Deputy Project Director (Technical), MPUDC	
19.	Mr. Raghvendra Singh	DPM, PIU, Hoshangabad	
20.	Mr. Sayeed Sheikh	Team Leader, PMC, MPUSEP, M/s GITEC	
21.	Mr. Anoop Kumar	Field Engineer, PMC, MPUSEP, M/s GITEC	
22.	Mr Vijayesh Gupta	CEO, M/s TCEPL, Gurgaon	Joined virtually
23.	Mr Shailendra Jindal	Authorized Representative, M/s TCEPL, Gurgaon	
24.	Mr. Aashish Pandey		
25.	Mr. Sanjeev		

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ 2154 Bhopal, Dated...08./03/2022

To,

Executive Vice President,
M/S Tahal Consulting Engineers Pvt. Ltd.
Plot No. 34, Phase 2, 2nd Floor
Sector 44, Industrial Area
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: Hearing scheduled on 14.03.2022 at 12:30 PM regarding show cause notice for blacklisting due to Slow Progress of Sewerage Project of Hoshangabad, Barwani and Sendhwa.

Ref: 1. Letter no. PMU/KfW/2022/686 Bhopal, Dated.24.01.2022 (Barwani)
2. Letter no. PMU/KfW/2022/688 Bhopal, Dated.24.01.2022 (Hoshangabad)
3. Letter no. PMU/KfW/2022/690 Bhopal, Dated.24.01.2022 (Sendhwa)
4. Contractors letter no. 0246 Dated. 07.02.2022
5. Contractor letter no. 0247 Dated.07.02.2022

Hearing regarding show cause notice for blacklisting due to Slow Progress of Sewerage Project of **Hoshangabad, Barwani and Sendhwa** has been scheduled on **14-03-2022.**

You are hereby directed to attend the hearing on the **14-03-2022** in MPUDC office at **12:30 PM**. Failure to attend the hearing on the scheduled date shall result in taking of the decision regarding blacklisting on the basis of already available records.

You are directed to submit (a) town wise physical progress achieved in accordance to the extension granted after mutual consent (b) the achievement of self committed financial targets for the project.

Please note that you are required to furnish abovementioned information on or before **14-03-2022.**

8.3.2022
(P.C Jain)
Deputy Project Director (T)
MPUDC

No./PMU/ENGG/2022/ ..2155 Bhopal, Dated...08./03/2022

Copy to:

1. Concerned Project Manager, PIU, MPUDCL.
2. Team Leader, PMC MPUSEP, M/S GITEC Bhopal.

8.7.2022
Deputy Project Director (T)
MPUDC

HBD- MOM hearing - 28/03/22

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 2703 /MPUDC/PMU/ 2022 Bhopal Dated 28/03/2022

Minutes of the Hearing dated 14.03.2022 of M/s Tahal Consulting Engineers Pvt. Ltd. against the notice of blacklisting.

Project : Sewerage Project at Hoshangabad under The KfW funded MPUSEP

M/s Tahal Engineers Pvt Ltd., the contractor for the Hoshangabad Sewerage Project under the KfW funded MPUSEP was issued a show cause notice for blacklisting due to their slow progress vide MPUDC's notice no. 688 dated 24.01.2022 for which M/s Tahal Engineers Pvt. Ltd. responded vide its letter no. 0248 dt. 07.02.2022.

Hearing of the contractor was held on dated 14th March 2022 at 12.30 PM in the office of Deputy Project Director (Technical) of MPUDC. The list of attendees is enclosed at Annexure-I.

Representatives of M/s Tahal Consulting Engineers Pvt. Ltd. explained reason for slow progress specially referring to the delay in land allotment of MPS & approach to STP. However, when they were asked that except MPS & approach to STP other structures land had already been allotted up to 2019 & Sewerage Network site from starting and still no issue is pending regarding land and other then why the progress is very much slow in comparison to the revised work program given in Nov. 2021 by them. Contractor representatives have accepted that still manpower deployment is low but they have improved than previous and after Holi festival Manpower up to 180 (up to 28th Feb.) & progress of work shall also improve as per plan & in proportion in all components of Project. They further ensured to complete the work within given time schedule. It was cleared to contractor that still no issue, invoice of payment is pending. All the drawing and design have also been approved as per submission but so far about 5% drawing, design of MPS, STP road, IPS-1 & VENDOR GA of Electrical, Mechanical, Instrumentation & SCADA is pending.

The officials of M/s Tahal Consulting Engineers Pvt. Ltd. was asked by the chair for slow performance in drawing and design & other related documents submission, work of sewerage network, Hydro testing, HSCs, IPS-2, IPS-3 & STP. It was asked that still physical work progress is 19.5% against the target 36% as per revised program given by contractor in Nov. 2021 and in order to complete the overall physical work in given time i.e. 28.08.2022, min. 15% progress per month physical as well as financial required. Contractor representatives had assured that they will submit overall drawing and design i/c all Vendor details up to 31st March 2022 and chase the given target in time & as per given plan. However, it was told by chair that if you want to complete work in time then overall drawing, design & other documents should be submitted

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

anyhow up to 31st March 2022 and manpower should be about 400 and accordingly Machineries i.e. excavators, cutters etc. as per requirement & material for min. 03 months requirement and one month time is being given to achieve the target & then it shall be reviewed again. If the required progress not achieved then action for blacklisting shall be taken.

Encl.: As above.

28.3.2022
(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal

No.2704 /MPUDC/PMU/ 2022 Bhopal Dated 28/03/2022

Copy to:

1. P.A. to Managing Director, MPUDC for record
2. Engineer-in-Chief, MPUDC for information.
3. Project Manager, PIU Hoshangabad, MPUDC for information and co-ordination with respective ULB.
4. Team Leader, PMC for MPUSEP, Bhopal for information.
5. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd, Plot No. 34, Phase-2, 2nd floor, Institutional Area Gurgaon – 122003, Haryana for information and necessary action.

28.3.2022
Dy. Project Director (T)
MPUDC, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

Annexure -1

List of attendees:-

1.	Mr. Kamlesh Bhatnagar	:	Technical Officer, PMU, MPUDC, Bhopal
2.	Mr. Sanjay Panday	:	Asst. Project Officer, PMU, MPUDC, Bhopal
3.	Mr. Sayeed Saikh	:	Team Leader, PMC, MPUSEP, Bhopal
4.	Mr. Vijyesh Gupta	:	CEO, M/s Tahal Consulting Engineers Pvt. Ltd
5.	Mr. Ashish Panday		Representative, M/s Tahal Consulting Engineers Pvt. Ltd
6.	Mr. Shailendra Jindal	:	Representative, M/s Tahal Consulting Engineers Pvt. Ltd

slow progress 07/04/22

Madhya Pradesh Urban Development Company Limited
(Urban Development and Housing Department)
Project Implementation Unit, Narmadapuram- M.P.

No.3365/PIU/HBD/2022 Narmadapuram, Date 07/04/2022

To,

Executive Vice President
M/s Tahal Consulting Engineers Limited
Plot No.34, Phase 2
2nd Floor, Sector 44, Gurgaon (Gurugram)
Haryana-122003, India

Sub: Package no. MPUSEP-1 Hoshangabad Sewerage Project - Regarding slow progress of work.

Ref: 1. This office letter no. 2835 dt. 25/11/2021.
2. This office letter no. 2018 dt. 12/02/2021.
3. Notice of Commencement No. PMU/KFW/2018/4825/Bhopal dated 29.09.2018

Hoshangabad sewerage project site visit of project component conducted by the undersigned on 01.04.2022 with DPM PIU and FE PMC. Details of issues observed and directions given at site & meeting held at office are as below :–

1. IPS4 (Zone 4 Malakhedi) : Plaster work of boundary wall was in progress. Only 4 labors were available at site and no other activity was going on at IPS. Progress is too slow.

2. IPS 2 (Zone 2 Bheelpura) – During site visit, it was observed that only column alignment of electrical substation building work was in progress with 04 labors. It was directed to complete the substation building work within 30 days and also start boundary wall work immediately & at the time of concreting pouring date should be marked on structure with red color. Inlet chamber and screening chamber should be free from debris material like ply/shuttering board, other tools, honeycomb at surface and improper housekeeping.

It was also observed that excavation of trench pipe line near IPS 2 was open from last 2-3 months. In case of accident you will be solely responsible for the negligence.

3. Zone 5 Housing board area – No construction activity or labor was present at site. Before Holi festival near water tank concreting breaking work was done but during site visit no work was going on. Road restoration is also incomplete, causing problems to local public. Therefore, again it is directed to complete all the works as per specification.

4. STP – No construction activity was observed at site except house keeping work, where only 03 labors were present.

5. It was directed to start construction activity work of APPROACH RAOD & MPS immediately.

6. You are also required to obtain NOC for pipe laying from MPPWD/MPRDC for road cutting/crossing, wherever required to submit all pending design & drawing, also submit ALL VETTED copy of already approved design & drawing to PIU & PMC.

7. IPS 3 (Zone 03) No construction activity started at IPS 3 since 16.07.2021, also no work was observed at sewer line network. It is required to deploy more manpower and machinery to expedite the progress on all the fronts. Pipe laying should be completed as per specification by June to avoid hindrances due to monsoon.

8. Only 6.490 km hydrotesting is done out of already laid 12.036 km which is not satisfactory and you are required to complete the pending hydrotesting within 15 days. Hydrotesting shall be performed parallel with pipe laying followed by road restoration in order to achieve desired progress.

Cont/...2

MPUSEP
Correspondence Received by PMC / AMC
Received by
Received at
Date 07/04/2022
Time 10:19
Registration nr. 2103
Copy & enclosures to TL/PMC
for action
GITEC Consortium - PMC / AMC

Madhya Pradesh Urban Development Company Limited
(Urban Development and Housing Department)
Project Implementation Unit, Narmadapuram- M.P.

Contd... from pre page

9. It was directed by MD, MPUDC during review meeting on dated 05.02.2022 at collectorate meeting hall that-

* M/s Tahal to give the revised work plan within three days with revised milestones also ensuring completion within aforesaid extended period – But, no submission has been done till date.

* It was also decided that Hoshangabad Sewerage Project shall be reviewed monthly by Collector Hoshangabad. In which the contractor will also be present. But, your representatives is not attending the meeting.

*Collector, Distt Hoshangabad emphasized that first sewer line laying work should be finished in low lying areas because in rainy season most of the area of town get flooded. But, work has not started yet.

Despite the several reminders and direction given you to expedite the work by PIU/PMC/MPUDC but you have failed to comply the direction & also unable to deploy additional manpower and machinery.

It is clear from the above facts that the project is getting delayed due to improper planning and slow execution at site due to less deployment of manpower, materials & machineries/equipments. Hence it is again directed to expedite the work in order to complete the project within the committed target dates.

(Rishabh Choudhary)
Project Manager
Project Implementation Unit
Narmadapuram (M.P.)

No3266 PIU/HBD/2022 Narmadapuram, Date 07 /04/2022

Copy: for Information and necessary action.

1. Engineer-In- Chief, MPUDC Bhopal.
2. Dy. Project Director (Tech), MPUDC Bhopal.
3. DPM/APM, PIU Narmadapuram.
4. TL/RE PMC-MPUSEP (GITEC).

Project Manager
Project Implementation Unit
Narmadapuram (M.P.)

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

To, 3692, Dt. 28/4/22

Team Leader,
PMC, MPUSEP
GITEC- IGIP, India Plc

Sub: MPUSEP Package 01- Hoshangabad Sewerage Project- Regarding Slow Progress.

Ref:

1. **Agreement dated 29.09.2018.**
2. **Project Manager-PIU, Hoshangabad letter no. 3423 dated 21.04.2022.**
3. **M/s Tahal- Letter No.0008 dated 18.04.2022**

Vide reference no. 2, Project Manager - PIU, Hoshangabad has forwarded the response of M/s Tahal for their explanation regarding slow progress at Hoshangabad Sewerage Project.
You are required to review and submit your comments within 3 days.

Encl: As above.

(Kamlesh Bhatnagar)
Technical Officer
MPUDCL

No. PMU/KfW/2022/ 3693 **Bhopal Dated:** 28/04/2022

Copy to: 1. Project Manager-PIU, Hoshangabad for information.

Technical Officer
MPUDCL

Slippages Financial 04/05/22

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 3866 /MPUDC/PMU/ Bhopal, 02.05.2022
4/5/2022

To,

By mail
Speed post

M/s Tahal Consulting Engineers Limited
Plot No. 34, Phase – 2, 2nd Floor, Sector – 44,
Institutional Area,
Gurgaon – 122 003
(Haryana)

Sub: MPUSEP –Hoshangabad Sewerage Project - Package 01 -Regarding Slippage in Financial Progress against required target upto April'22.

Kindly be advised that, the revised work program was discussed and finalized in November 2021 including the financial progress.

However, it has been observed that in spite of giving regular instructions during various review meetings, neither the financial progress nor the physical progress has improved within project time frame.

Please note that your actual Financial Progress of **3.2%** up to end of April'2022 is way below the agreed target of **50%** and your Financial Slippage is **100%**.

Kindly provide clarification in writing for this massive difference between the actual and required Financial Progress. You are now required to expedite work within two months, because as per your commitment the physical completion time is 30th June'2022 and you are required to give about **40%** physical progress per month. And financially you have taken bills of **Rs.5.25 Cr** inclusive GST so far.

About **Rs.144 Cr** inclusive GST (after deducting 10% amount for trail run) is the total amount of work to be done, hence you are now required to do **Rs.138 Cr** work within two month i.e **Rs.69 Cr** per month.

Your prompt response is required.

2/5/22

Dy.ProjectDirector (T)
MPUDC, Bhopal

Encl.: As above

No. 3867/MPUDC/PMU/
Copy to: 04/05/2022

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Hoshangabad for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

2.5.2022

Amarkantak Bhawan, Near Press Complex, M.P. Nagar, Zone-1, Bhopal – 462011
Tel: 91-755-2763060, 61, 62 Fax: +91-755-2763868 Email: pmusipbpl@gmail.com

Madhya Pradesh Urban Development Company Limited

Urban Development and housing Department
Project management Unit
(CIN No. U75110MP2015SGC034139)

No. 4041 /MPUDC/PMU/ Bhopal, Dated ~~02/05/2022~~ 9/5/22

To,

M/s Tahal Consulting Engineers Limited
Plot No. 34, Phase – 2, 2nd Floor, Sector – 44,
Institutional Area, Gurgaon – 122 003, (Haryana)

Sub; MPUSEP – Hoshangabad Sewerage Project - Package 01 -Regarding Slippage in Physical Progress and delay in submission of Design and Drawing.

Regarding above matter, it has been discussed many time in review meetings and a revised work program has been finalized in November 2021 & it also has been decided on the basis of work done and the balance work and time given for completion of work & also discussed with you.

Similar position is of design and drawing and other documents which are to be submitted maximum after 3/4 month of the date of given work order as per the Agreement.

But it has been observed that in spite of given regular instructions during various review meeting at different level neither you have improved the physical progress and submitted the overall design and drawing and Documents.

Please note that your actual Physical Progress of **20.5%** up to end of April'2022 is way below the agreed target of **59%** and your Physical Slippage is **38.5%.**

Please note that your actual submission drawings of **95%** up to end Aprill'2022 is way below the agreed target of **100%** and slippage is **5%**

Hence, you are required to achieve the required Physical Progress of above work including slippage in this month and drawing, vendor GA & QAP etc, should be **100%** completed up to end of this month (May 2022) otherwise you shall be penalized as per the Agreement and action shall be initiated also as per the Agreement.

9.5.2022
Dy.ProjectDirector (T)
MPUDC, Bhopal

Encl : As above
No.4042/MPUDC/PMU/ 9/5/22
Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. ~~Project Manager PIU – Hoshangabad~~ for information & necessary action.
3. ~~Team Leader, PMC- GITEC~~ for information & necessary action.

9.5.2022

MPUSEP
Correspondence Received by PMC / AMC

Received by	Mail
Received at	Mail
	09/05/2022
	03:56 PM
2219	TL/PMC for action

GITEC Consortium - PMC / AMC

Copy & enclosures to Amarkantak Bhawan, Near Press Complex, M.P. Nagar, Zone-1, Bhopal – 462011
Tel: 91-755-2763095, 61, 62 Fax:+91-755-2763868 Email: pmusipbpl@gmail.com

MoM - DPDT Meeting 10/05/22

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4109 Bhopal Dated: 10/05/2022

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Pkg 1- Regarding MOM held on 14-03-2022.

Ref: 1. Agreement dated 29-09-2018
2. This office letter no. 6089 dated 13-07-2021.
3. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/0283 dated 29-03-2022

Vide reference no. 3, you have mentioned some points which you believe are important to incorporate in MOM dated 14-03-2022 issued vide letter no. 2703/MPUDC/PMU/2022 dated 28-03-2022. For your reference, find below the opinion of MPUDC on your referred points:

1. Regarding payment method of Manholes:

a. This matter has been clarified numerous times to you that there is no fault in MPUDC's payment method of Manholes and payment is being made on the rates quoted in your bid for the project. Addressing the same issues repeatedly won't change the fact. The payment methodology is same for rest of the projects of MPUDC and you being discontent with it is only your denial in accepting the facts.

b. As per clause 1.2 of "Preamble to the price schedule" of contract, it was presumed by MPUDC, that you have ascertain the full scope of the requirements of the Contract included in each item prior to filling in the prices and the entered prices by you are deemed to include the full scope of item including overheads and your profits. It was presumed that you were also ascertain and very much clear about the scope of each and every item as per clause 1.3 of "Preamble to the price schedule" of contract.

c. Clause 2.1 of "Preamble to the price schedule" of contract clearly states that price as filled during bid submission shall be fixed and firm for the duration of the contract. Hence, the price of Manholes quotes by you are taken as it is for the measurement and subsequent payment.

Your statement that MPUDC is continuously denying the clear understanding of contract language regarding payment method of manholes and attributing your company's losses to MPUDC is completely wrong and distortion of reality and facts.

2. Regarding STP Land:

Agreed that the works for STP and MPS was suspended until the availability of land and access to it and subsequently the approach was made available in November' 2021. Regarding approach road, in which it has already been replied that as per agreement clause no. 3.6.8 of technical specifications, it is the responsibility of the contractor to construct approach road during construction. It is not the responsibility of MPUDC. The above site given for permanent road which can be used forever. However, more than five months have been elapsed since November'2021, but the final approval of design and drawing of STP approach road is still pending and hence no progress is made on site.

Moreover, out of several instructions given in the referred letter, you have chosen to stick to one regarding approach road. It was also instructed to start and expedite the work on IPS, Pipe laying and Hydro-testing etc which should have been completed by now but the progress achieved by you on these fronts are also disappointing even today. It is evident that IPS-2, IPS-3 and IPS-4 land was made available to you in 2019-2020 and site was free of any sort of hindrance, but work on these component is still pending after lapse of more than two years which is totally attributable to your sluggish deployment of resources on site and your lack of will to complete the project in stipulated time.

Moreover, STP land was handed over to you in March'2019 and STP approach road in November'2021 and hence the suspension was automatically revoked in November'2021, but even after lapse of five months, you have achieved a mere **8%** progress on STP against the **71%** as per work-plan approved in November -2021 with a slippage of **63%**. Instead of unnecessarily and illogically blaming MPUDC for the delay, you are required to deploy more resources on site to execute the work and meet up to the milestones as per approved work plan.

3. Regarding Installation of Barricading:

It is related with safety aspect and shall depend on what type and where barricades are required as per agreement. It is basically covered in ESHS and very much defined in agreement. As already discussed with you that this is totally a site related matter and as per requirement, barricading shall be done and paid accordingly, if within norms.

You are required to avoid making illogical excuses and plea and expedite the progress on site with full swing by deploying more resources and materials as per work plan to meet the targeted monthly physical and financial progress and also to make up to the previous delay.

10.5.2022

(P. C. Jain)
Dy. Project Director (Tech.)
MPUDCL
Bhopal Dated: 10/05/2022

No. PMU/KfW/2022/ 4110

Copy to:

1. Project Manager-PIU, Hoshangabad for information.
2. Team leader-PMC, MPUSEP for information.

10.5.2022

Dy. Project Director (Tech.)
MPUDCL

ENC letter – Slippage 31/05/22

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dvpdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4736 Bhopal Dated: 31/05/2022

To,

Chief Executive Officer,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package 01- Hoshangabad- **Slippage of targets.**

Ref: 1. Agreement dated 29-09-2018.
2. This office letter no, 267 dated 08-01-2022
3. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/278 dated 23-03-2022
4. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/283 dated 29-03-2022
5. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/0025 dated 28-04-2022
6. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/0027 dated 28-04-2022
7. Your letter no. TCEL/2021-22/MPUDC/HOS/PKG-1/0036 dated 11-05-2022
8. This office letter no. 4041 dated 09-05-2022
9. This office letter no. 4109 dated 10-05-2022
10. This office letter no. 4169 dated 11-05-2022

With reference to reference no. 7, it is to be informed that all your concerns raised in the referred letter have already been replied several times previously. As far as, the issues raised by you in the aforesaid letter, are concerned, the reply is as under:-

A. Non Payment of manholes as per clear understanding of contract considering "Ad-on" method:-

MPUDC vide its letter at reference no. 2 (Refer S.no. 2.4.2. of Annexure of the said letter) had very explicitly informed that there is no misunderstanding at MPUDC 's side as far as the item of manhole is concerned. This had been a topic of discussion from your side but the views of MPUDC have never changed. You are also requested to refer letter at ref. no. 10 vide which you have already been advised in reference to your letter at ref. no. 6 under the same subject. Please note that the payments made are strictly in accordance to the contract's provision only.

B. Delay in providing land for approach road to STP and land for MPS:

In this reference, kindly refer Clause 3.6.8 of Technical specifications of Contract, which states that "The Contractor shall satisfy itself as to the suitability and availability of the access routes it chooses to use during the Design-Build Period for access to and from the project areas. The Contractor shall, as between the Parties, be responsible for the maintenance of access routes during the Design-Build Period.

The Owner will not be responsible for any claims which may arise from the use or otherwise of any access route. The Owner does not guarantee the suitability or availability of any particular

access route, and will not entertain any claim for any non-suitability or non-availability for continuous use, during the Design-Build Period, of any such route." Thus, the availability of access routes during the design build period is contractor's responsibility and hence MPUDC is not responsible for any delay caused due to it.

You are also requested to refer clause 3.5 of Article 3 of GCC of the contract. The clause 3.5 (2) categorically states that the "Contractor shall be deemed to have inspected and examined the site, it's surrounding, the site information and other available information, and to have satisfied itself before entering into the contract, as to, (d) the Contractor's requirements for access to the Site, accommodation,personnel, power, transport, water and other services.

MPUDC, vide reference no. 9, has responded to your letter vide reference no.4 where you raised this same issue.

It is also important to note that the land for sewage network zone were available since the beginning of the contract. However, it is a matter of serious concern that only 13KM i.e., about 7.5% of network is laid in last 4 years approximate. This is a clear indication of your sincerity towards the completion of project.

C. Delay in clearing of bills and deduction of highest order from recent bills-

In this reference, sub-clause (D) of Section 2- Payment Procedures, Appendix-2 provides for a 45 days period for payment of invoices. Your last 6 bills, i.e., RA bill no. 7 to 12 have been paid within a period of 25-44 days except for:

a) RA-08- Delayed due to non-submission of valid Labour license.
b) RA-10- Delayed due to non-submission of Tax-Invoice.

Therefore, delays in payment is not visible from MPUDC's end. Regarding deductions, please note that legitimate deductions within the contract only, are being made. Delay in works lead to liquidated damages. It is observed that the deductions in case of Hoshangabad sewerage project includes Retention money, Labour cess, TDS and LD which are legitimate deductions. Therefore, the phrase "deduction of highest order" is absolutely unfound.

As far as the other issues stated in your letter reference no. 0036 dated 10-05-2022 are concerned, following is the reply of MPUDC:

1. The matters pertaining to road restoration were resolved in January 2021 and variation accepted in April'2021. However, the progress of network laying is dismal.
2. The progress at STP is also not satisfactory since the work is in progress since last 1.5 years approximately. Site of IPS were handed over to you more than 2 years back, but almost negligible work could be done there.
3. The variations in the contract have to be resolved in accordance to the article 10 of GCC of the agreement. However, this does not absolve the contractor from performing its duties and the contractor is bound to perform.
4. As per your version, lands for STP and IPS were handed over to you in March'2019/Feb'2021 and land for STP approach road were made available in November'2021. However, in case of Hoshangabad, you almost left the project abandoned for almost one year without any visible progress on site. You have persistently failed to carry out services in accordance to contract or have neglected your obligations, despite repeated reminders.
5. Regarding your request for appointment of adjudicator received vide ref no. 6, the procedure along with the copy of the list of adjudicators, has been informed to you vide ref no. 10.

It is also important that notice of termination has already been issued vide letter no. 4162 dated 11/05/2022. In view of the above & the aforesaid notice, you are advised to perform and complete the work as per the work programme given by you.
Encl: - As above.

(Deepak Ratnawat)
Engineer In Chief
MPUDCL, Bhopal

No. PMU/KfW/2022/ 4797
Bhopal Dated: 31 /05/2022

Copy to:
1. Project Manager-PIU, Hoshangabad MPUDC for information.
2. Team Leader, PMC, MPUSEP for information & necessary action.
3. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd. Hoshangabad for compliance.

Engineer In Chief
MPUDCL, Bhopal

MPUSEP	
Correspondence Received by PMC / AMC	
Received by	Mail
Received at	Mail
Date	31/05/2022
Time	04:53 PM
Registration nr. 2278	Copy & enclosures to for action TL/PMC
GITEC Consortium - PMC / AMC	

Notice of Termination – 11/05/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4162 **Bhopal Dated: | | /05/2022**

To,

Chief Executive Officer,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Subject: – MPUSEP Package-1 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Hoshangabad nagar palika, District Hoshangabad of Madhya Pradesh and Operate and maintain the built System for 10 year- Final notice of Termination of Contract. (Under clause 11.2.3 (2) of Contract)

Ref.: -

1. LOA No. PMU/KfW/2018/4361, Bhopal, Dated: - 07-09-2018 (Hoshangabad)
2. Agreement dated..29.09.2018
3. This office letter no. 2320 dated 17-03-2020
4. This office letter no. 5463 dated 18-08-2020
5. This office letter no. 5430 dated 25-06-2021
6. This office letter no. 8691 dated 24-09-2021
7. This office letter no. 9024 dated 04-10-2021
8. This office letter no. 10106 dated 12-11-2021 (Financial targets)
9. This office letter no. 11336 dated 20-12-2022
10. This office letter no. 11636 dated 29-12-2021
11. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
12. This office letter no. 482 dated 19-01-2022
13. This office letter no. 688 dated 24-01-2022 (Notice of blacklisting-Hoshangabad)
14. This office letter no. 1512 dated 15-02-2022
15. Minutes of meeting dated 05-02-2022 issued vide 1731 dated 22-02-2022 (Hoshangabad Collector Meeting)
16. This office letter no. 2154 dated 08-03-2022 (Call for hearing)
17. Minutes of hearing dated 14-03-2022 issued vide 2703 dated 28-03-2022
18. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022 (PS Review Meeting)
19. This office order no. 3759 dated 29-04-2022(Order of Blacklisting)

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Hoshangabad Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Hoshangabad was issued to you on 07.09.2018 vide reference no. 1 and contract for the package was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of the project was extended till 28.09.2021 and thereafter till 28.11.2022 as per your request with conditions to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones. The status of progress of these contracts is tabulated below:

S.No	Work	Date of Commemcement	Scheduled date of completion	Extended date of completion	Time Elapsed (Days)	Physical Progress as on	
						01.01.2021	30.04.2022
1	Hoshangabad Sewerage Project	29.09.2018	28.09.2020	28.11.2022	1310	10%	20.5%

It is evident that the progress of works of all the above-mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Principal secretary, GoMP, Urban Development and Housing department, during the project review meeting held on 13-04-2022 has also expressed his disappointment and has instructed to initiate appropriate action as per contractual terms.

Several notices were issued by this office but you have failed to abide by the stipulated timeline provided for completion of design and build stage but you have persistently failed to carry out the Services in accordance with the Contract and have neglected to carry out your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. This reflects your negligence and non-professional attitude towards the project.

Please note that non achievement of milestones amounts to breach of contractual obligations, hence as per clause 11.2.3 (2) of GCC of Contract, you are given **30 days'** time, instead of 14 days, from the date of issue of this notice to expedite the progress and make up-to the previous delays/defaults which shall include the overall components including sewerage network, manholes, hydrotesting in sections as per norms, HSCs survey as well as connection, backfilling and road restoration apart from other structures in physical and financial terms.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on all the work front within 30 days, it will be presumed that, you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document may be initiated against you without making any further reference in this regard.

Please acknowledge the receipt of this letter.

(Deepak Ruthawat)
Engineer in Chief
MPUDCL
Bhopal Dated: 11 /05/2022

Endt.No.PMU/KfW/2022/ 4163
Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical) , MPUDC, Bhopal for information.
4. Mr Lucas Maes, Project Portfolio Manager, KfW Bank, Germany for information.
5. Project Manager, PIU Hoshangabad, MPUDC.
6. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action to measure the daily, weekly, fortnightly and monthly progress.
7. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information and necessary action and with direction to cope up the progress physically as well as financially.

Engineer in Chief
MPUDC

/ Response to Notice of Termination - 05/07/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech.@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 5995 **Bhopal Dated:** 05/07/2022

To,

Chief Executive Officer/Executive Vice President,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003, Email- MpProjects@tahal.com

Sub: MPUSEP Package-1 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradesh and Operate and maintain the built System for 10 year- **Response to your letter dated 06-06-2022 against notice of termination.**

Ref.: -

1. LOA No. PMU/KfW/2018/4361, Bhopal, Dated: - 07-09-2018
2. Agreement dated 29.09.2018
3. This office letter no. 2320 dated 17-03-2020
4. This office letter no. 5463 dated 18-08-2020
5. This office letter no. 265 dated 8-01-2021
6. This office letter no. 5430 dated 25-06-2021
7. This office letter no. 8691 dated 24-09-2021
8. This office letter no. 9024 dated 04-10-2021
9. This office letter no. 10106 dated 12-11-2021
10. This office letter no. 11336 dated 20-12-2021
11. This office letter no. 11636 dated 29-12-2021
12. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
13. This office letter no. 482 dated 19-01-2022
14. This office letter no. 688 dated 24-01-2022
15. Your letter no 248 dated 08-02-2022
16. This office letter no. 1512 dated 15-02-2022
17. Minutes of meeting dated 05-02-2022 issued vide 1731 dated 22-02-2022
18. This office letter no. 2154 dated 08-03-2022
19. Minutes of hearing dated 14-03-2022 issued vide 2703 dated 28-03-2022
20. Your letter no. 283 dated 29-03-2022
21. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022
22. This office letter no. 3759 dated 29-04-2022
23. This office letter no. 4162 dated 11-05-2022
24. This office letter no. 4796 dated 31-05-2022
25. Your letter no. TCEL/2022-23/MPUDC/HOS/PKG-1/0056 dated 06-06-2022

This is in reference to your letter no. TCEL/2022-23/MPUDC/HOS/PKG-1/0056 dated 06-06-2022, vide which you have responded to the notice of termination issued by this office vide reference no. 24. Reply to the aforementioned letter is as under:

1. Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Hoshangabad Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Hoshangabad was issued to you on 07.09.2018 vide reference no. 1 and contract for the package was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of the project was extended till 28.09.2021 and thereafter till 28.11.2022 (the date mentioned in your letter is 31-12-2022, which is incorrect) as per your request with conditions to

impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

2. Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you failed again and again and could not even achieve the revised milestones as per the work plan agreed in November 2021. In the review meeting dated 13-04-2022, (ref no. 21), you agreed to show adequate progress in 2 months' time. However, since you failed to deploy adequate 3Ms even, ***Notice for Termination*** issued vide letter at Ref No. 23.

   Evidently, you failed to achieve any milestone or noticeable progress, and even could not deploy sufficient manpower and not procured sufficient material for work. Thus, you are in breach of contract and the GCC clause 11.2.3(2) (c)(d) applies in this case.

Reply to various matters raised in your response letter at ref no. 25 is as under:

1 **Delay in handing over of encumbrance free land and fulfilment of conditions precedent:**

1.1 **STP land and Approach Road to STP:** As you have agreed that the land for STP was handed over to you on March 03, 2019 i.e. 3 years and 3 months ago, however, the work progress on this component is about 5% which is negligible compared to the time elapsed. As far as approach to STP site is concerned, you are required to refer clause no. 3.6.8 which states that *"The Contractor shall satisfy itself as to the suitability and availability of the access routes it chooses to use during the Design-Build Period for access to and from the project areas. The Contractor shall, as between the Parties, be responsible for the maintenance of access routes during the Design-Build Period. The Owner will not be responsible for any claims which may arise from the use or otherwise of any access route. The Owner does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use, during the Design- Build Period, of any such route.*

The Contractor shall design Site Roads to provide access for proper operation and maintenance of the works and to support the heaviest wheel load expected on the site under all weather conditions. Arrange road surfaces so that where operating vehicles enter buildings there is a short ramp and road drainage leads away from buildings. Ensure road profiles cause no surface ponding and surface water is drained away in drains to avoid damage to the roads or to the site.

The Contractor shall bear all costs and charges for special or temporary rights of way required by it for access to working areas and the Contractor's camp. The Contractor shall also provide, at its own cost, any additional facilities outside the project areas required by it for the purposes of the Design-Build Services."

Thus, clearly stating that to get the the approach to STP for construction purpose during Design-Build period is contractor's responsibility.

Your attention is drawn to clause 3.5 of GCC of the agreement - Site information and Investigation. Refer clause 3.5(4) which very categorically states that *"To the extent the contractor did not make any of the interpretations, investigations or examinations, or did not satisfy itself, or did not obtain any such information as called for in this section GC Section 3.5, the contractor represents and warrants that is is willing to assume and does hereby assume responsibility for any and all loss and damage from any cause whatsoever which the contractor's*

interpretations, investigations, examinations and obtaining information may have avoided and ***agrees to indemnify the owner from all risk thereof and from conditions arising or developing in the course of performing the Services*** *which may make the performance of the Services more onerous and more expensive to fulfil or perform than was contemplated on the Effective Date."*

Construction of approach road to STP is a part of the contract with the basic objective to ensure approach to STP during O&M. However, the land for STP was approachable via different route and the fact that you had mobilized requisite machinery & material and constructed site office at STP site and started the excavation work as well, evidently proves it.

M/s Tahal is trying to hide its failure to perform behind the alibi of non-availability of land for approach road. As far as the suitability of land provided for approach road is concerned, it is important to note that the land was selected through reconnaissance on field jointly with the contractor's representatives. This land was provided in 27-11-2021, however, your Project Manager and his team in Hoshangabad failed to check its feasibility in a period of more than 1 year and raised this issue for the first time in May 2022 during the KfW mission visit. The District Collector resolved the issue raised by you within 24 hours, however, you have not started work at STP despite passing of 1 month. Evidently, M/s Tahal has been finding excuses to hide its negligence and non-performance.

With reference to the suspension of works at STP, this is also important to note here that the works at STP were suspended vide letter no. 2320 dated 17th March 2020 of this office, however, MPUDC had issued other specific milestones to achieve which you could not achieve despite all the relevant hinderance free lands for IPS and sewer network being available. Further to add, M/s Tahal could not show any significant progress in last 2 years and even failed to achieve the milestones agreed in the workplan of November 2021.

1.2 MPS: You have yourself admitted that the land for MPS was handed over to you in November, 2021, however, M/s Tahal has failed to produce the design and drawings for MPS even after a period of more than 6 months from handing over of land and starting of work.

1.3 IPS 3: It is the responsibility of the contractor to provide efficient, effective and economical design of network including IPS. Land for IPS 3 was handed over to you in March 2019, however, almost no work has been carried out by you even if your admission of starting work in February, 2021 is accepted. Although the facts stated by you are mere excuses to hide your failure to perform. Moreover, even after the lapse of 16 months after Feb-2021, the progress of civil works at IPS-3 is mere 10% against the target of 100%.

1.4 IPS 1, 2 and 4: Lands for IPS 2 and 4 were handed over to you in March 2019 however, this is a matter of serious concern that even after a period of more than 3 years, progress of civil works at IPS-2 and IPS-4 is only 40% and 75% respectively against the target of 100%.

It is the responsibility of M/s Tahal to design an efficient, effective and economical Sewerage Collection and Treatment System for which existing sewage collection & treatment structures in the town shall have been considered in the design, however, while doing surveys, M/s Tahal ignored the existing Pumping Station at Korighat which could have replaced the provision of IPS-1. Therefore, M/s Tahal even failed to provide an economical solution to the Sewerage Collection System of Hoshangabad and hence, MPUDC had to suggest use of the existing IPS at Korighat. M/s Tahal's statement of handing over of IPS-1 land at Korighat is incorrect in view of the fact that Pumping Station at Korighat is existing which needs strengthening only which M/s Tahal could not do even in a period of 3 years.

1.5 **Conditions Precedent:** Please note that M/s Tahal has failed to perform and deliver milestones agreed in the work plan finalized in November 2021. While the overall lands for IPS, STP and MPS were made available, M/s Tahal did not made any progress in IPS-01, IPS-02, IPS-03, STP, MPS and even sewerage network, for which site was clear since the inception of the contract. M/s Tahal could have easily laid the Sewerage network, however, laying of only 13.5 km network out of 170 km in a period of 3 years and 9 months itself is the evidence of ignorance and non-commitment of M/s Tahal.

1.6 The above facts very clearly state that M/s Tahal failed to fulfil its own workplan and meet milestones committed by itself in November 2021 despite lands for all the components was available. No work at IPS-01, negligible work at IPS-02 & IPS-03 & STP and only 8% laying of sewer network (in a period of more than 3.5 years) clearly explains persistent failure of M/s Tahal to carry out the services and neglecting its obligations.

1.7 **Withdrawal of Notice of Blacklisting**: This is another example of M/s Tahal's ignorance towards the project and communication related with the project. Please note that notice dated 11-05-2022 is a notice for termination and show performance within a period of 30 days, which you have failed to show.

2 **Change of Scope and amendments of BoQs without following the specified procedure**

2.1 Pipe Bedding: While depicting the BoQ, M/s Tahal is hiding the provisions of Volume 3- Technical Specifications- Preamble (a) and Section 8.1- Lowering, Laying and jointing of Pipes which categorically define and explain the Construction of backfill envelope & final back-filling of the trenches. MPUDC's directions are in accordance to these provisions of the contract which the contractor is bound to fulfill. M/s Tahal is further hiding the amendment in this section issued vide letter No. 1425 dated 19-02-2020 and then further amended vide letter No. 9607 Dated 25-10-2021. In fact, it is M/s Tahal who is continuously trying to escape from its responsibility of adhering to the technical standards laid down in the contract and has been now & then requesting deviations from the technical specifications. Please note again that adhering to the technical specifications is essential responsibility of the contractor. However, MPUDC took a sympathetic approach and accepted the rates for bedding.

In view of the above, M/s Tahal's statement that MPUDC is not responding to M/s Tahal's request regarding pipe bedding, is mischievous. M/s Tahal could have moved in accordance to the provisions of the agreement for dispute resolution which you did not opt for. **Allegation of harassment despite having all provisions of dispute resolution within the contract, is another excuse of M/s Tahal.**

2.2 **Manhole**: M/s Tahal failed to understand the provisions of bid and did not even tried to seek any clarification on manholes during the bidding process. In fact, M/s Tahal did neither participated in pre-bid meeting nor soght any clarifications. While all other bidders were clear about the provision of manholes, it is M/s Tahal only who actually won the bid on the basis of rates quoted by itself, who is now raising the issue of ambiguity in manhole rates despite admitting the mistake in various meetings. It is important here that the Letter of Acceptance issued to M/s Tahal clearly mentioned the Design-Build cost and M/s Tahal did not raise any objection to the LoA and further signed the agreement without any question on the cost of manholes and the total Design-Build Cost. Now that M/s Tahal has failed to deliver because of its own financial and administrative constraints and is raising this issue again and again despite being replied several times. This is neither ethical nor within the spirit of contract provisions and hence, is not acceptable. This was informed vide reference no. 5 that your request regarding manholes rates cannot be entertained. Hence, it is M/s Tahal's duty to follow the norms of agreement instead of making excuses.

In fact, it is M/s Tahal who has failed to understand its own mistake and is deviate the attention from its failure to deliver the services .

2.3 **M-20 and M-30 concrete:** While you agree that the rates for M-20 and M-30 CC pavement were accepted in May, 2021, in fact, it was cleared in January-2021, it is a matter of concern that in last one year M/s Tahal has laid only 13.5 km pipeline. Road restoration of approximately 2km out of 13.55km laid network, is still left. M/s Tahal failed to carry out hydrotesting of the laid pipelines as only 6.9KM of already laid 13.5 KM is hydrotested i.e. approximately 50% of the laid network.

2.4 In case of delays in decision, M/s Tahal had the provision of dispute resolution within the contract but instead of following the provisions of the contract, M/s Tahal opted to abandon the project and did not perform its obligations in the contract.

3 **Delay in approving invoices and making payments**

Payment conditions have already been given in the contract. M/s Tahal did not submit invoices in accordance to the provisions of the agreement and raised invoices of the works which were not done on site in accordance to the technical specifications. Payment of sub-standard quality works is neither advisable nor admissible. Raising invoice for Door-to-Door survey, designs etc without completing and submitting as per the requirement of Volume 3- Technical Specifications of the contract, is one of such examples.

M/s Tahal also failed to rectify the Defects notified in the works. Please note that payments for defective works cannot be processed while M/s Tahal claimed invoice for such defective works as well. Submission of incorrect and deceptive invoices by you, is a major concern for us. It is also observed that M/s Tahal does not submit tax invoice with the invoice which is a mandatory requirement for the payment.

4 **Delay in Approving Design and Drawings**

As per the provisions of the contract, M/s Tahal is required to submit all designs and drawings within four months of signing the contract. Even if four months are counted from handing over of the land for specific component, M/s Tahal failed to perform and could not submit 100% designs and drawings even till date. 100% drawing and design involves the submissions starting from site reconnaissance, layout, soil investigation, BEP, HFD, Mechanical GA, Civil GA, Structural design and drawing, Vendor GA of all electrical, mechanical, instrumentation, SCADA, QAP and technical data sheet which M/s Tahal has not submitted so far in totality after elapse of about 4 years. Final drawings and design means VETTED and approved copies including submission of soft and hard copies.

M/s Tahal submitted sub-standard designs and drawings without adhering to the technical specifications of the contract. M/s Tahal failed to decide vendors for mechanical and electrical parts of STP and IPS which are essential to finalize the Civil Designs. Approval of sub-standard and incomplete designs and drawings is not possible.

5 **Force Majeure event – Covid 19**

An extension of approximately 2 years with effect from 28-09-2020 has been provided to M/s Tahal which includes 3 months for Covid-19 as well. While works in most of the contracts under MPUDC were in progress, it is only M/s Tahal who is having the excuse of non-availability of labour. Records of last one year about the deployment of labour clearly indicate that on an average 55 labour per day were deployed by M/s Tahal against the actual requirement of 323 per day. This very clearly indicates that M/s Tahal has failed and is unable to provide sufficient labour, material and services on site and hence, it is a breach of contract causing applicability of GCC clause 11.2.3(2). The same applies on material procurement, only 22KM(12.9%) out of 170 KM pipe has been procured so far, while at this stage, sewerage network work should have been completed.

6 **Delays due to work stoppages and other unforeseen physical conditions**

The Election Code of Conduct does not apply to the contracts already in progress. The contract for Hoshangabad Sewerage project was signed on 29-09-2018 i.e. much before the enforcement of Election Code of Conduct in November 2018 and April, 2019. Therefore, this is a mere excuse to hide non-performance and failure of M/s Tahal to deliver. There are no such evidences that local leaders interfered and stopped works.Moreover, elected representatives of Urban Local Body and Honourable MLA of the town are within their rights to show their dissatisfaction if they find any sub-standard work.

7 **Acceptability of your letter no. TCEL/2022-23/MPUDC/HOS/PKG-1/0056 dated June 06, 2022 to MPUDC**

M/s Tahal, despite repeated notices, never deploy sufficient manpower & machinery, nor had sufficient material on site to meet out the requirement of works. Present status of deployment is grim as well. The progress of last one month and progress after finalization of latest work plan I.e. from 1st December-2021 till date is attached as Annexure-A.

Progress of works is extremely slow and not rational w.r.t. time elapsed after November, 2021 compared to the work plan agreed in November 2021. Despite repeated instructions, reminders, review meetings and total cooperation extended by MPUDC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

You persistently failed to carry out the Services in accordance with the Contract and have neglected to fulfil your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. Despite repeated oral & written reminders, you did not make noticeable progress at Sewerage network, STP and IPS(s) and even did not start any work at MPS.

M/s Tahal, in its present letter has accepted that all lands are available and have been handed over to you between March 2019 to November 2021, however, you could not explain and provide valid reasons for non-completion of milestones (as per Workplan November 2021) for STP, IPS-01, IPS-02, IPS-03, IPS-04 and sluggish progress of sewage network and HSC. Deployment of very low manpower and machinery on site does not support your claim of mobilization of sufficient resources.

In view of the above, it is evident that the facts stated in your letter dated 6-06-2022 are insufficient to explain your inability to deliver the services and meet the milestones agreed in work plan-November 2021. All the historical events stated in your letter dt 06-06-2022 are prior to November 2021 and hence, are not acceptable as a valid reason for the non-achievement of milestones agreed in Work Plan agreed with you in November 2021. Please note that non achievement of milestones amounts to breach of contractual obligations.

(Deepak Ratnawat)
Engineer in Chief, MPUDCL

No. PMU/KfW/2022/ 5996 **Bhopal** **Dated:**05 **/06/2022**

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical) , MPUDC, Bhopal for information.
4. Finance Controller, MPUDC for information

5. Project Manager, PIU Hoshangabad, MPUDC for information
6. Chief Municipal Officer, Nagar Palika, Hoshangabad for information
7. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action.
8. Project Manager, M/s TCEL, Hoshangabad for information
9. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information.

Engineer in Chief
MPUDCL

COMPONENTWISE PROGRESS-HOSHANGABAD PACKAGE-1

S.N.	Component	Total to be done	Required as per revised work plan (Nov 21) as on 30.06.2022	Progress as on April 30.04.2022	Progress as on May 31.05.2022	Progress as on June 30.06.2022
1	Design & drawing	100%	100%	95%	95%	95%
2	Sewerage network	170 KM (100%)	170 KM (100%)	12.036 (7.08%)	12.3 (7%)	13.554 (7.97%)
3	Hydro testing	170 KM (100%)	170 KM (100%)	6.490 (3.82%)	6.490 (3.82%)	6.940 (3.84%)
4	Road Restoration (Permanent)	170 KM (100%)	170 KM (100%)	11.662 (6.9%)	11.662 (6.9%)	12.252 (6.9%)
5	House service Connection (HSC)	27948 No	27948 No (100%)	HSC chamber constructed 85- & pipe laid-569m	HSC chamber constructed -96 & pipe laid-569m	HSC chamber constructed - 152/6987 & pipe laid-795/83844m
6	Work of STP 21MLD	1 Job	Civil work-100%	Civil work-5%	Civil work-5%	Civil work-5%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%
7	Work of MPS	1 Job	Civil work-100%	Civil work-0%	Civil work-0%	Civil work-0%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%

Termnation - 14/07/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhanagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 6222 **Bhopal Dated:** 14/07/2022

To,

Chief Executive Officer/Executive Vice President,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package-1 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradesh and Operate and maintain the built System for 10 year- **Termination of Contract. (Under clause 11.2.3 (2) of Contract)**

Ref.: -

1. LOA No. PMU/KfW/2018/4261, Bhopal. Dated: - 07-09-2018
2. Agreement dated. 29.09.2018
3. This office letter no. 2320 dated 17-03-2020
4. This office letter no. 5463 dated 18-08-2020
5. This office letter no. 265 dated 8-01-2021
6. This office letter no. 5430 dated 25-06-2021
7. This office letter no. 8691 dated 24-09-2021
8. This office letter no. 9024 dated 04-10-2021
9. This office letter no. 10106 dated 12-11-2021
10. This office letter no. 11336 dated 20-12-2021
11. This office letter no. 11636 dated 29-12-2021
12. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
13. This office letter no. 482 dated 19-01-2022
14. This office letter no. 688 dated 24-01-2022
15. Your letter no 248 dated 08-02-2022
16. This office letter no. 1512 dated 15-02-2022
17. Minutes of meeting dated 05-02-2022 issued vide 1731 dated 22-02-2022
18. This office letter no. 2154 dated 08-03-2022
19. Minutes of hearing dated 14-03-2022 issued vide 2703 dated 28-03-2022
20. Your letter no. 283 dated 29-03-2022
21. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022
22. This office letter no. 3759 dated 29-04-2022
23. This office letter no. 4162 dated 11-05-2022
24. This office letter no. 4796 dated 31-05-2022
25. Your letter no. TCEL/2022-23/MPUDC/HOS/PKG-1/0056 dated 06-06-2022
26. This office letter no. 5995 dated 05 - 07-2022

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Hoshangabad Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Hoshangabad was issued to you on 07.09.2018 vide reference no. 1 and contract for the package was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of the project was extended till 28.09.2021 and thereafter till 28.11.2022 as per your request with conditions to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones as per the work plan agreed in November 2021. Owing to the repeated failures to meet milestones and employ adequate manpower, machinery and material on site, ***Notice for Termination*** was issued vide letter at Ref No. 23. In the review meeting dated 13-04-2022, (ref no. 21), you agreed to show adequate progress in 2 months' time. The status of progress of various components including Sewage Network, IPS and STP has already been conveyed to you vide letter at ref. no 26 which is sent to you in response to your letter dt 6-6-2022 (ref no. 25). Please note that the statements in your letter dated 6-06-2022 are insufficient to explain your inability to deliver the services and meet the milestones agreed in work plan- November 2021.

It is evident that despite repeated notices, the progress of works of all the above-mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by MPUDC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Several notices had been issued by this office including ***Final Notice of Termination*** but you have failed to abide by the stipulated timeline agreed in November 2021 for completion of design & build stage. You persistently failed to carry out the Services in accordance with the Contract and have neglected to fulfil your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. Despite repeated oral & written reminders, you did not make noticeable progress at Sewerage network, STP and IPS(s) and even did not start any work at MPS.

Please note that non achievement of milestones amounts to breach of contractual obligations, hence as per clause 11.2.3 (2) of GCC of Contract, you were given final notice of termination giving you **30 days**' time, instead of 14 days (as per the agreement), from 11-05-2022 by virtue of the letter at ref no. 21. However, despite giving twice the time stipulated in the agreement, you could not provide any noticeable physical as well as financial progress. All the historical events stated in your letter dt 06-06-2022 are prior to November 2021 and hence, are not acceptable as a valid reason for the non-achievement of milestones agreed in Work Plan agreed with you in November 2021. Please note that non achievement of milestones amounts to breach of contractual obligations.

In view of the above, the contract dated 29-09-2018 for ***"MPUSEP Package-1 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradesh and Operate and maintain the built System for 10 year"*** is hereby terminated pursuant to GCC 11.2.3 (2) (c) and 11.2.3 (2)(d).

As a result of the above, you are required to cease all the works with immediate effect. You are also required to act in accordance to GCC 11.2.3 (i),(ii),(iii), (iv) and hand over all the records to PIU immediately. Please note that no material from the site shall be removed. In accordance with Clause 11.2.3(2), please comply with the following instructions:

(i) cease all work, except for such work necessary for (ii) below, or any work required to leave the works in a clean and safe condition;

(ii) ensure the Sites are secure and safe, including erection of any structures, fences and defences necessary to protect life, property and the safety of the Works;

(iii) terminate all Subcontracts, if any;

(iv) deliver to the Owner (through the Project Manager) the works already executed up to the date of this letter; and

(v) deliver to the Owner all Contract Records, including all Design-Build Documents, as of the date of this letter

You should also contact Project Manager, PIU, Hoshangabad (Narmadapuram) office directly to arrange for the attendance of your representatives in order to discuss the timing and magnitude of payments under GC Clause 11.2.4 read with SCC 34. Pursuant to Clause 1.4, this letter is being sent by courier and by electronic means i.e. emails. Kindly acknowledge receipt of this letter.

(Deepak Ratnawat)
Engineer in Chief, MPUDCL

No. PMU/KfW/2022/ 6223 **Bhopal Dated:** 14-/07/2022

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical) , MPUDC, Bhopal for information.
4. Finance Controller, MPUDC for information and appropriate action
5. Mr Lucas Maes, Project Portfolio Manager, KfW Bank, Germany for information.
6. Project Manager, PIU Hoshangabad, MPUDC to take possession of all the documents and records, custody of sites and all necessary actions in accordance to the contract.
7. Law Officer, MPUDC for record
8. Chief Municipal Officer, Nagar Palika, Hoshangabad for information
9. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action to measure the daily, weekly, fortnightly and monthly progress.
10. Project Manager, M/s TCEPL, Hoshangabad for information and compliance as above
11. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information.

Engineer in Chief
MPUDCL

Appeal – 21/07/22

TAHAL
GROUP
TAHAL CONSULTING ENGINEERS LIMITED

India Office: Plot No. 34, Phase – 2, 2nd Floor, Sector – 44, Institutional Area, Gurgaon – 122 003, Haryana
Tel: +91 (124) 488 9000; Fax: +91 (124) 488 9090; E-mail: IndiaTahal@tahal.com;Mpprojects@tahal.com

Ref. No. TCE/2022-23/MPUDC/HOS/Pkg-1/0099 July 21, 2022

Engineer-in-Chief,
MPUDC Ltd
Amarkantak Bhawan, Press Complex, Zone I
M.P. Nagar, Bhopal,
Madhya Pradesh.

Sub: **KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme MPUSEP - Package 1 – Hoshangabad Sewerage Project – Application for revocation against the termination by way amicable settlement under clause 1.6.1 of the contract agreement.**

Ref: (i) Contract for MPUSEP Package-1 Hoshangabad Sewerage Project dated September 29, 2018.
(ii) Notice of commencement no PMU/KfW/2018/4361 dated 29.09.2018.
(iii) EinC letter no PMU/KfW/2022/4796 dated 31.05.2022.
(iv) EinC letter no. 4162 dated 11.05.2022
(v) Our letter no. TCE/2022-23/MPUDC/Hos/Pkg-1/0056 dated 06.06.2022
(vi) Order of Termination letter no. 6222 dated 14.07.2022

Respected Sir,

We are in receipt of your order of termination dated 14.07.2022 via email on 16.07.2022. The order came like bolt from the blue because the conditions precedent has not been satisfied by the Employer till date. It is pertinent to mention that the land for Main Trunk Line between the Main Pumping Station (MPS) and Sewage Treatment Plant (STP) has still not been handed over to us till date. We deny the allegations made by your authority in the order of termination and the decision of termination itself and the reply is as follows.

1 It is true that the work was stipulated for completion on 28.09.2020. But the stipulated date of completion was envisaged in the agreement keeping in view the Employer is ready with his reciprocal obligation. In the contract, it is expected out of the Employer that he should be ready with the land duly acquired and free from encumbrances. The second obligation of the Employer is to get all the environmental and governmental clearances well in advance and timely payment of the bills raised by the contractor to enable the contractor to work smoothly. And only upon the fulfillment of these obligations by the Employer, Contractor can perform his obligation of executing the work in accordance to the contract. It is pertinent to mention that the effective date of commencement is to be reckoned from the fulfillment / satisfaction of the conditions precedent under clause 1.6.1 of the Contract. Ours is a bilateral contract with reciprocal promises explained in Section 2(e) of Indian Contract Act 1872 and Section 54 of Contract Act 1872 are very much clear about the remedy for the non-performance of reciprocal promise as explained below

Urban Development Co. Ltd. Bhopal
Disp. No.
Recpt. No. 3482
Date 21/7/22

MPUSEP
Correspondence Received by PMU / PMC
Received at 13:40 hrs
Date 21/07/2022
Time 04:08 PM
Registration 2420
Copy & enclosures to TL/PMC
for action

TAHAL
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India Office: Plot No. 34, Phase – 2, 2nd Floor, Sector – 44, Institutional Area, Gurgaon – 122 003, Haryana
Tel: +91 (124) 488 9000; Fax: +91 (124) 488 9090; E-mail: IndiaTahal@tahal.com;Mpprojects@tahal.com

Ref. No. TCE/2022-23/MPUDC/HOS/Pkg-1/0099 July 21, 2022

Engineer-in-Chief,
MPUDC Ltd
Amarkantak Bhawan, Press Complex, Zone I
M.P. Nagar, Bhopal,
Madhya Pradesh.

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(ii) Notice of commencement no PMU/KfW/2018/4381 dated 29.09.2018.
(iii) EinC letter no PMU/KfW/2022/4796 dated 31.05.2022.
(iv) EinC letter no. 4162 dated 11.05.2022
(v) Our letter no. TCE/2022-23/MPUDC/Hos/Pkg-1/0056 dated 06.06.2022
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1. It is true that the work was stipulated for completion on 28.09.2020. But the stipulated date of completion was envisaged in the agreement keeping in view the Employer is ready with his reciprocal obligation. In the contract, it is expected out of the Employer that he should be ready with the land duly acquired and free from encumbrances. The second obligation of the Employer is to get all the environmental and governmental clearances well in advance and timely payment of the bills raised by the contractor to enable the contractor to work smoothly. And only upon the fulfillment of these obligations by the Employer, Contractor can perform his obligation of executing the work in accordance to the contract. It is pertinent to mention that the effective date of commencement is to be considered from the fulfillment / satisfaction of the conditions precedent under clause 13 of the SCC. Ours is a bilateral contract with reciprocal promises as explained above. Section 51, 52 and 54 of Contract Act 1872 are very much clear and relevant for the instant case. The Sections are reproduced below

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Section 51: "Promisor not bound to perform, unless reciprocal promise ready and willing to perform":

When a contract consists of reciprocal promises to be simultaneously performed, no promisor needs to perform his promise unless the promisee is ready and willing to perform his reciprocal promise.

Section 52: "Order of performance of reciprocal promises":

Where the Order in which reciprocal promises are to be performed in that Order, and where the Order is not expressly fixed by the contract, they shall be performed in that Order which the nature of the transaction requires.

Section 54: "Effect of Default as to that promise which should be first performed in contract consisting of reciprocal promises".

When contract consists of reciprocal promises, such that one of them cannot be performed or that its performance cannot be claimed till the other has been performed and the promiser of the promise last mentioned fails to perform it, such promisor cannot claim the performance of the reciprocal promise, and must make compensation to the other party to the contract for any loss which such other party may sustain by the nonperformance of the contract.

2. In this case, the condition precedent provided under clause 13 of the SCC was to be fulfilled first by the Employer and when the Employer fails to perform his reciprocal obligation the party failing to perform cannot seek performance from the other party i.e. the contractor. It is on record that the MPS land was handed over to us in the month of February 2022 and as mentioned above the land for Main Trunk line from MPS to STP is still pending. Thus the condition precedent has not been satisfied till date and since the Employer i.e. MPUDC has committed breach of contract, thereby not only losing their right to claim performance from the contractor but also losing their right to terminate the contract in view of the judgement of Supreme Court of India in ***Union of India (UOI) Vs. V. Pundarikakshudu and Sons and Ors; 2003(11)AIC573.***

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3. In this agreement, the contract clause 2.3.6 provides for damages for delayed completion and clause 2.3.4 provides for extension of time. Hence the time was not the essence of contract in this agreement. The Second Extension of Time is approved by way of amendment till 28.11.2022 and the Employer in anticipation that the work shall not be completed by 28.11.2022 terminated the contract. It is to mention that the MPUDC has failed to take cognizance of their own failure and at their own whims had decided that the contractor has committed the breach of the contract. It is settled position of law in ***State of Karnataka vs. Shree Rameshwara Rice Mills, Thirthahalli; AIR1987SC1359*** that *where party to contract disputes committing of any breach of conditions - adjudication should be by independent person or body and not by other party to contract - party to agreement cannot adjudicate in his own cause.* Thus the MPUDC cannot act as arbiters themselves and decide to terminate the contract.

4. Despite the delay and default on part of the Employer, we are executing the work to the best possible extent. Till the date of termination the labor force and machinery working at the site is enclosed as Statement No. 1. The Statement proves that sufficient labor and machinery is available at site and hence your contention that physical progress in absence of men and machinery is wrong. In this work the large component is laying of pipeline along with construction of manholes in the alignment. But since the Project Manager was reluctant to accept the bill raised by us for the Manhole component, we were forced to resubmit the bills at reduced rate. The main predicament of the work is the issue relating to payment of manhole component and the unprecedented rains. The STP site is located in the low lying areas and the work gets suspended in the rainy season as well as due to untimely rains. Thus this climatic condition impacts the progress of work and requires extra time. All the above mentioned issues were discussed in meetings but of no avail. These issues have not been resolved till date. We are in business of developing infrastructure with presence in more than 5 countries and this particular work has delayed for no fault on our part and hence we are by way of this letter invoking the clause 1.6.1. The above narration decisively proves that we are not at fault and the action of termination taken by the MPUDC is ab-initio wrong. Therefore we request your authority to revoke the termination order by way of mutual consultation under clause 1.6.1 of the agreement and allow us to complete the work by 31.12.2023 subject to handing over the uninterrupted land for Main Trunk Line by 05.08.2022.

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You are requested to refrain yourself from taking any coercive action of encashment of Bank Guarantee and calling re-tender for balance works until and unless the matter is finally resolved under clause 1.6.1 of the contract agreement.

Thanking you,

Yours truly,
For **Tahal Consulting Engineers Limited**

(Authorized Signatory)

copy to:
(i) Managing Director, MPUDC
(ii) Additional Managing Director, MPUDC
(iii) Dy.Project Director, MPUDC
(iv) Finance Controller, MPUDC
(v) Mr. Lucas Maes, Project Portfolio Manager, KfW Bank, Germany
(vi) Project Manager, PIU, Hoshangabad, MPUDC
(vii) Law Officer, MPUDC
(viii) Chief Muncipal Officer, Nagar Palika, Hoshangabad
(ix) Team Leader, PMC (MPUSEP)
(x) Mr. Ran Miron, Manager (India Operations), TCEL

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Statement 1 as on 14.07.22

Labour Component

S.No	Overall Manpower	Skilled	Semi-Skilled	Unskilled	Supervisory Staff
1	32	06	08	15	3

Machinery Component

S.No	List of Machines	Quantity in No
1	Submersible Pump	2
2	Diesel Generator 125 KVA	1
3	Mini Vibro Roller	1
4	Mini Batching Plant and Concrete Mixer Machine	3
5	Excavator (Poclain)	0
6	Reinforcement Cutting and Bending Machine	2
7	Tractor with Trolley	2
8	Water Tanker	2
9	Excavator (JCB)	2
10	Plate Compactor	2
11	Flory Self Loading Concrete Mixer	1
12	Road Cutter	1
13	Fully Equipped Laboratory	1
	Grand Total	20

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED

Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)

KFW german cooperation MPUDC

Progress Review

Hoshangabad, Barwani, Sendhwa

Name of Contractor: M/s Tahal Consultants Engineering Pvt. Ltd.

Detailed Review-Hosl..ngabad sewerage project (..fW Bank funded)

Name of the Contractor: M/s Tahal Consultant Engineering

Cost of work (Including 10 years of O&M) INR Cr.	Design & Build	Date of Start/Scheduled Completion Date	Extended date of commissioning/ completion	Expected date of completion	Physical Progress		Financial Progress as on 31.07.2022
					As on 30.06.2022	As on 31.07.2022	
1	2	3	4	5	6	7	8
168.60 Cr	137.30 Cr	29.09.2018/ 28.09.2020	28.11.2022	28.11.2022	6.95%	6.98%	3.46%

Remark

- **As per revised work plan in Nov 21 work should be completed 100% while it is only 6.98%.**
- **As per given list of total drawing and design by the contractor only 95% is completed, remaining 5% is balance.**
- **As per the work plan submitted by the contractor in Nov 2021 the design build phase should be completed physical in August 2022. In order to achieve this target manpower & machinery 323 & 22 respectively while the contractor has deployed only 0 manpower & machinery 32.**
- **The work progress is continuously monitored as per the work program & contractor is regularly pressurised to achieve target as per given program.**

COMPONENTWISE PROGRESS-HOSHANGABAD PACKAGE-1

S.N.	Component	Total to be done	Required as per revised work plan (Nov 21) as on 31.07.2022	Progress as on 31.07.2022	Slippage %
1	Design & drawing	100%	100%	95%	5%
2	Sewerage network	170 KM (100%)	170 KM (100%)	13.554 (7.97%)	156.44 (92.03%)
3	Hydro testing	170 KM (100%)	170 KM (100%)	7.210 (4.24%)	162.79 (95.76%)
4	Road Restoration (Permanent)	170 KM (100%)	170 KM (100%)	13.193 (7.76%)	156.80 (92.24%)
5	House service Connection (HSC)	27948 No	27948 No (100%)	HSC chamber constructed -153/6987 & pipe laid-795/83844m	100%
6	Work of STP 21MLD	1 Job	Civil work-100%	Civil work-5%	Civil work-95%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
7	Work of MPS	1 Job	Civil work-100%	Civil work-0%	Civil work-100% (BEP & HFO Submitted)
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%

8	Work of IPS-1	1 Job	Civil work-100%	Civil work-0%	Civil work-100% (Design & Documents Submitted)
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
9	Work of IPS-2	1 Job	Civil work-100%	Civil work-40%	Civil work-60%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
10	Work of IPS-3	1 Job	Civil work-100%	Civil work-10%	Civil work-90%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
11	Work of IPS-4	1 Job	Civil work-100%	Civil work-75%	Civil work-25%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-100%
			E&I-100%	E&I-0%	E&I-100%
12	Overall Progress of Project		**100%**	**6.98%**	**93.02%**

ANNEXURE - 1

Hoshangabad- Present Status of work done on Structures

S. No.	Structure	Sub Component	Present Status of Work Done	Photos
1.	STP	SBR	Excavation done 90%	

Site photo - 31/07/22

		Chlorination Contact Tank	Excavation & PCC completed. Raft reinforcement completed.	
		Chlorination Building	Completed upto Ground Level.	

		Sludge Thickener	Wall completed upto 3rd lift. Shuttering of 4th lift done.	
		Supernatant Sump	Completed upto Ground level.	

S. No.	Structure	Sub Component	Present Status of Work Done	Photos
2.	IPS -02		Wet Well, Inlet Chamber, Screen Channel, Distribution Chamber and Pump House completed. Sub Station Building completed upto Slab level. Slab Shuttering work was in progress.	

S. No.	Structure	Sub Component	Present Status of Work Done	Photos
3.	IPS - 03		Wet well wall & Columns completed upto 3rd lift.	

S. No.	Structure	Sub Component	Present Status of Work Done	Photos
4.	IPS - 04		Wet Well, Inlet Chamber, Screen Channel, Distribution Chamber, Pump House & Sub station completed. Boundary wall work almost complete. Only gate & fencing work are incomplete.	

NOTE: All the work done mentioned for the structures is Civil work only. Electro-mechanical work wasn't started by previous Contractor at any of the structures.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapursep@gmail.com, mapurdep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ Bhopal Dated: March 2023

To,

M/s Bhugan Infracon Private Limited
201, 2nd Floor, Earth Retail, Nr. Bhadaj - Science City Circle,
S.P. Ring Road, Ahemdabad - 380060
Email- eng.office@bhugan.in, bhuganray.dehriya@gmail.com

Kind Attention: Mr. Manish G Patel

Subject: Notification of award of contract for the KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme- **MPUSEP - Package 1- Hoshangabad Sewerage Project**

Ref: Your bid submitted against NIT no. MPUDC/KfW/ 2022/8283 Dated 28/29-09-2022, (Bid No. 2022_MPUDC_224824)

We are pleased to notify that your bid for the Package no 1 under The KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP) against NIT no. MPUDC/KfW/ 2022/8283 Dated 28/29-09-2022, (Bid No. 2022_MPUDC_224824)- Balance work of Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Hoshangabad Nagar Palika, District Hoshangabad of Madhya Pradesh and Operate and Maintain the Built System for 10 Years (now be referred as **"MPUSEP - Package 1-Hoshangabad Sewerage Project"**) - is hereby accepted for the Contract Amount given as under:

Design Build Price (D1)	INR 1318121716.50
Provisional Sum (during design build period) (D2)	INR 25000000.00
Total (D1+D2)	**INR 1343121716.50**
Operation & Maintenance Cost for 10 years	
Fixed Cost	INR 110000000.00
Variable cost for Energy*	INR 91097941.00
Variable cost for Consumable*	INR 24800710.00
Total for O&M cost (OM1)	**INR 225898651.00**
Provisional Cost during O&M for Extension of network and connections in areas beyond the scope defined in the contract (OM2)	INR 2,50,00,000
Grand Total (D1+D2+OM1+OM2)	**INR 159,40,20,367.50** [INR One Hundred Fifty nine Crore Fourty Lakh Twenty Thousand Three Hundred Sixty Seven and Paisa Fifty Only]
*** Note: The variable price will be finally worked out on the basis of actual waste water treated/ actual quantity of dry sludge disposal/consumables used etc. and other such parameters as given in BoQ.**	

Prior to contract signing, you are required to:

1.) Furnish the Performance Security pursuant to Clause 6.5 of ITB and 5.5.1 of GCC read with clause 25 of Special Condition of Contract for an equivalent amount of total Five (5) percent of Accepted Contract Amount of Design Built cost (excluding provisional sum) which works out to Rs. 6,59,06,100/-**(Rs. Six Crore Fifty nine Lakh Six Thousand One Hundred Only)**, in the respective form as per Contractors Bid Form: Part-II for the Design Build Period (1.5 years) plus Defect Liability Period (3 years after commissioning) period plus 180 days as specified in the Bid document;

2.) Furnish the Performance Security (as given in 1 above) within 15 days in accordance with the Clause 6.5 of ITB/BDS and Condition of Contract (GCC clause 5.5.1 (2) and 5.5.1 (3) and SCC clause 25;

3.) To submit the detailed Design Build Plan, Operation and Maintenance Plan clearly detailing the sludge management plan, the detailed list of experts/ professionals and equipment to be engaged with the project within 7 days.

Please note that this "Notification of Award" is issued to you pursuant to clause 6.3 of the ITB. The form of contract and other contract documents, pursuant to clause 6.4(1) of the ITB, will be sent to you after receiving the details required in point no. 3 above.

(Deepak Ratnavat)
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.
Bhopal Dated: 16th March 2023

No. PMU/KfW/2023/ 1875,
Copy to:

1. PA to Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
2. Engineer-in-Chief, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
3. Financial Controller, MPUDC, Bhopal for information and record
4. Project Manager, Project Implementation Unit, MPUDC, Hoshangabad for further action.
5. Executive Engineer, Hoshangabad Division, UAD, Bhopal for information
6. Chief Municipal Officer, Nagar Palika, Hoshangabad, District Hoshangabad for information
7. Team Leader, Project Management Consultant, MPUSIP, Bhopal for further action

Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

Annexure R-7 (Colly.)

Budhni Sewerage Project at Budhni

Sr. no	Date	Details of actions taken for the work
1	2	3
1	04.06.2018	The work of Budhni Sewerage Project was awarded to M/s P. Das Infrastructure Pvt. Ltd vide LOA No. PMU/ENGG/2017/2872 Bhopal dated 30.12.2017. Time allowed for complete the work is 24 months from the date of signing the contract agreement. [Annexure-1]
2	17.01.2018	Contract agreement was signed on 17.01.2018. Hence time allowed to complete the work upto 16.01.2020 [Annexure-2]
3		Present status of work [Annexure-3]
4		Recent Photographs of the works [Annexure-4]

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE-01]

Madhya Pradesh Urban Development Company Limited

(CIN No. U7511DMP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No.PMU/ENGG/2017/3512 Bhopal, dated 30/12/2017

To:
M/s P Das Infrastructure
B-8, 3rd Floor, Sardar Patel Mall,
Nr. Diamond Mill, Nikol Gam Road,
Ahemdabad – 382352(Gujrat)

Attention: Mr. Nikunj Kumar P Patel

Subject: Letter of Acceptance of contract for MPUDCL Tender No. 57 -- Sewerage Project of Budhni in Sehore District in Madhya Pradesh.

Reference: Your bid dated 21-12-2017 for the MPUDCL Tender No. 57.

Dear Sir,

We are pleased to notify you that your bid dated 21-12-2017 for the execution of MPUDCL Tender No. 57 – Sewerage Project of Budhni in Sehore District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs.38,83,11,000/-(Rupees Thirty Eight Crore Eighty Three Lakh Eleven Thousand only), Operation and Maintenance Cost (B) of Rs. 4,97,66,414/- (Rupees Four Crore Ninty Seven Lakh Sixty Six Thousand Four Hundred Fourteen Only), Power Consumption Cost (C) of Rs. 74,92,596/- (Seventy Four Lakh Ninty Two Thousand Five Hundred Ninety Six Only)Thus, Total Cost (A+B+C) for the bid is Rs. 44,55,70,010/- (Rupees Forty Four Crore Fifty Five Lakh Seventy Thousand Ten only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of Rs. 1,94,15,550/- (Rupees One Crore Ninty Four Lakh Fifteen Thousand Five Hundred Fifty Only) being 5% of the capital cost of the project, valid up to Three (03) month beyond the completion of Design Build Component.
2. Additional performance security of Rs. 2,03,21,000/- (Rupees Two Crore Three Lakh Twenty One Thousand Only) in accordance with clause no. 22 of Bid Data Sheet.

Please note that
(i) The time allowed for carrying out the work as entered in the bid is **Twenty Four months**- Including rainy season, which shall be reckoned from the date of signing the Contract Agreement and
(ii) The performance security/ performance guarantee of Rs. 28,63,000/-(Rupees Twenty Eight Lakh Sixty Three Thousand Only) only being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.
(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)
(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

30/12/17
Engineer-in-Chief
MPUDC

"B", Arera Hills, Bhopal-462011 ☎ : +91-755-2762060, 61, 62 Fax : +91-755-2763868 Email: mpuidc@bsnl.in
Regd. Office: MPUDCL, Directorate of UAD, PalikaBhawan, Shivaji Nagar, Bhopal, MP 462011

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
GoMP

[ANNEXURE-02]

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101051601201800741 8
Total E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
Municipality Duty (Rs.)	0
Upkar Amount (Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	16/01/2018 15:47:24
Service Provider or Issuer Details	PRAKASH CHHUGANI/SP0105416122016000 65
SP/SRO/DRO/HO Details	PANKAJ ENTERPRISES, 28 OPP. OLD VIDHAN SABHA HUZUR BHOPAL

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand
	Agreement or Memorandum of an agreement

First Party Details

Organization Name	ENGINEER-IN-CHIEF, MPUDC
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	M/S. P DAS INFRASTRUCTURE
Address	B-8, 3RD FLOOR, SARDAR PATEL MALL, NIKOL GAM ROAD. AHEMEDABAD-382352 BHOPAL Madhya Pradesh INDIA
Number of Persons	1

AGREEMENT

This agreement, made on the day of 17th January, 2018 between Madhya Pradesh Urban Development Company Limited, Palika Bhawan, Shivaji Nagar, Bhopal (M.P.) (hereinafter called "the Employer) and M/s P. Das Infrastructure, B-8,3rd Floor, Sardar Patel Mall, Near Diamond Mill, Nikol Gam Road, Ahmedabad – 382 352 (Guj), hereinafter called "the Contractor" of the other part.

For, P. Das Infrastructure

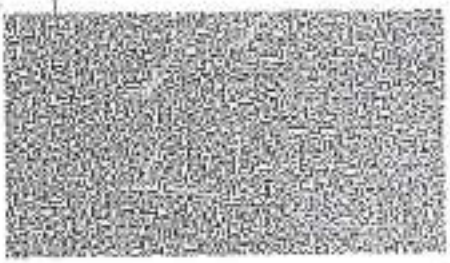
N.P.P.E.

Partner

P. DAS INFRASTRUCTURE

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
GoMP

Digitally signed by Prakash Chhugani
Date: 2018.01.16 15:47:29 IST



[ANNEXURE-03]

Construction of Sewerage Project at Budhni

For construction of sewerage Project at Budhni, MPUDC had called tender & allotted to M/s P. Das Infrastructure Pvt. Ltd on dated 30.12.2017 and agreement was executed on 17.01.2018. Twenty four months (i.e. upto 16.01.2020) time was given to complete the work.

Following are the status of progress the work.

S.No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	35.00 Km	35.00 Km
2	House Service connections	3419 nos	2804 nos
3	Road Restoration	35.00 Km	35.00 Km
4	STP (2.20 MLD)	1 Job	Complete
5	Dewats (1.08 MLD)	1 Job	Complete
6	MPS-1	1 Job	Complete
7	MPS-2	1 Job	Complete
8	MPS-3	1 Job	Complete
9	MPS-4	1 Job	Complete
10	IPS-2	1 Job	Complete
11	IPS-3	1 Job	Complete
12	IPS-4	1 Job	Complete
Overall all Physical Progress			98.5%
Overall all Financial Progress			80%

Project is completed and commissioning ~~on~~ since March 2022.

Assistant Contact Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE-04]

Budni sewerage project at Budni



STP - (2.20 MLD)

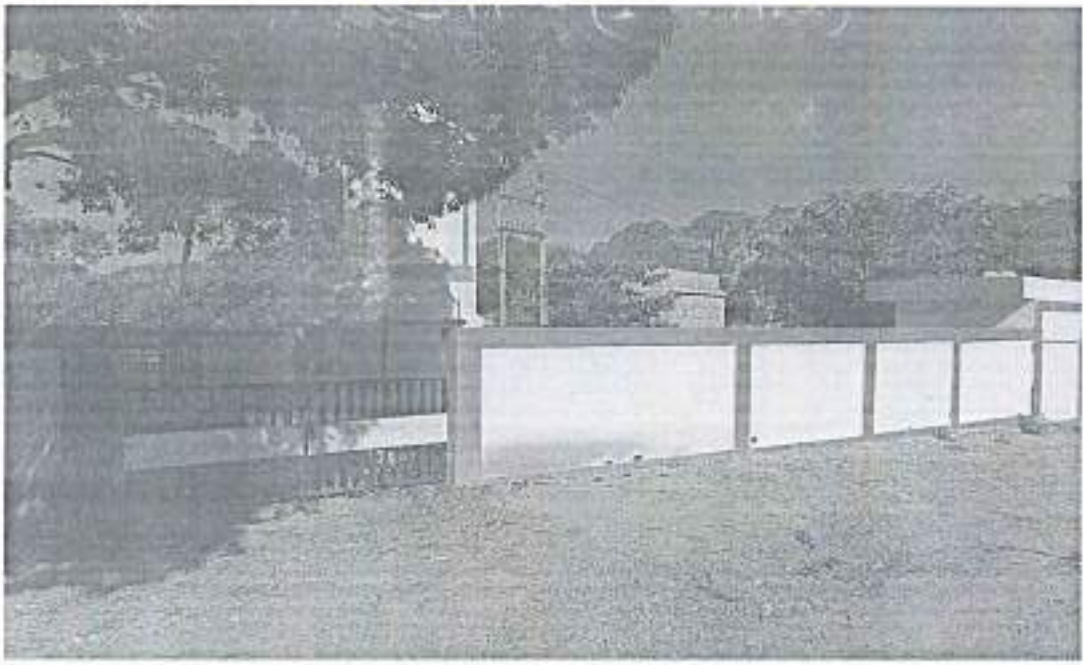


STP - (2.20 MLD)

Budni sewerage project at Budni



Dewats (1.08 MLD)



MPS-1

Annexure R-8 (Colly.)

Nemawar Sewerage Project at Nemawar

Sr. no	Date	Details of actions taken for the work
1	2	3
1	27.12.2017	The work of Nemawar Sewerage Project was awarded to M/s Annu Infra Construct (India) Pvt. Ltd. vide LOA No. PMU/ENGG/2017/2828 Bhopal dated 27.12.2017. Time allowed for complete the work is 24 months from the date of signing the contract agreement. [Annexure-1]
2	08.01.2018	Contract agreement was signed on 08.01.2018. Hence time allowed to complete the work upto 07.01.2020 [Annexure-2]
3	14.11.2019	Letter was written to contractor regarding Not submitting design drawing in warning for action as per contract agreement vide no. PMU/VN/2019/8813, Bhopal dated 14.11.2019 [Annexure-3]
4	28.11.2019	Show cause notice issued to contractor for slow progress vide no. PMU/ENGG/VN/2019/9132 Dated 28.11.2019 [Annexure-4]
5	14.02.2020	Show cause notice to contractor regarding delay in execution of work vide no. PMU/VN/2020/1291 Bhopal Dated 14.02.2020 [Annexure-5]
6	19.01.2022	Notice for termination of contract vide no. PMU/VN/2021/524 Bhopal dated 19.01.2022 [Annexure-6]
7	25.01.2022	Show cause notice for Blacklisting issued vide no. PMU/ENGG/2022/708 Bhopal dated 25.01.2022 [Annexure-7]
8	11.03.2022	Letter written to contractor regarding slippage in physical & Financial progress vide no. 2277/MPUDC/PMU/ Bhopal Dated 11.03.2022 [Annexure-8]
9	11.04.2022	Letter for Schedule date of Hearing written to contractor vide no. PMU/VN/202/3228 Bhopal Dated 11.04.2022 [Annexure-9]
10	10.05.2022	Letter to contractor regarding slow progress vide no. PMU/VN/2021/4085 dated 10.05.2022 [Annexure-10]
11	12.05.2022	Letter written to contractor regarding expedite the work and increase the progress otherwise action may be taken for blacklisting vide no. PMU/VN/2021/4224 dated 12.05.2022 [Annexure-11]
12	17.06.2022	Letter regarding submission of Design & drawing vide letter no. PMU/VN/2021/5447 Bhopal Dated 17.06.2022 [Annexure-12]
13	23.11.2022	Time extension granted in the interest of completion the work with warning to complete 100% work vide no. PMU/VN/2022/9911 Bhopal dated 23.11.2022 [Annexure-13]

Nemawar Sewerage Project at Nemawar

14	27.01.2023	Last notice for Blacklisting issued vide no. PMU/VN/2023/714 Bhopal Dated 27.01.2023 [Annexure-14]
15	20.03.2023	Letter regarding achievement of significant progress and warning for Blacklisting vide letter no. PMU/VN/2023/2143, Bhopal dated 20.03.2023 [Annexure-15]
16	13.06.2023	Hearing of Blacklisting was held on 13.06.2023 and letter issued vide no. PMU/VN/2023/5426 Bhopal dated 27.06.2023 [Annexure-16]
17	17.05.2023	It was instructed to contractor to increase progress by Managing Director MPUDCL in review meeting dated 17.05.2023, Letter issued vide no. PMU/VN/2023/5504 dated 28.06.2023 [Annexure-17]
18	08.07.2023	Review meeting held on 08.07.2023, it was instructed to contractor to increase manpower, machineries & complete the work in time limit letter issued vide no. PMU/VN/2023/6379, Bhopal Dated 25.07.2023 [Annexure-18]
19		Present status of work [Annexure-19]
20		Land allotment letter [Annexure-20]
21		Recent Photographs of the works [Annexure-21]

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE-1]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No.PMU/ENGG/2017/2828 **Bhopal, dated** 27/12/2017

To,
M/s Annu Infra Construct (India) Pvt. Ltd. **Attention: Mr. Shri Krishna Ranjan**
B – 7 - 5077, Vasant Kunj,
New Delhi – 110070

Subject: Letter of Acceptance of Contract for MPUDCL Tender No. 56 - Sewerage Project of Nemawar in Dewas District in Madhya Pradesh.

Reference: Your bid dated: 21-12-2017 for the MPUDCL Tender No. 56.

Dear Sir,

We are pleased to notify you that your bid dated 21-12-2017 for the execution of MPUDCL Tender No. 56 – Sewerage Project of Nemawar in Dewas District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the Capital Cost (A) of Rs. **8,20,00,000/-** (Rupees Eight Crore Twenty Lakh only), Operation and Maintenance Cost (B) of Rs. **3,21,26,399/-** (Rupees Three Crore Twenty One Lakh Twenty Six Thousand Three Hundred and Ninety Nine Only), Power Consumption Cost (C) of Rs. **1,30,61,160/-** (One Crore Thirty Lakh Sixty One Thousand One Hundred Sixty Only) Thus, Total Cost (A+B+C) for the bid is Rs. **12,71,87,559/-** (Twelve Crore Seventy One Lakh Eighty Seven Thousand Five Hundred Fifty Nine only). You are therefore requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. Furnish the performance security of Rs. **41,00,000/-** (Rupees Forty One Lakh Only) being Five (5) Percent of the capital cost of the project, valid up to Three (03) month beyond the completion of Design Build Component.

2. Additional performance security of Rs.**7,00,000/-** (Rupees Seven Lakh Only) in accordance with clause no. 22 of Bid Data Sheet.

Please note that
(i) the time allowed for carrying out the work as entered in the bid is **Twenty Four months**- including rainy season, which shall be reckoned from the date of signing the Contract Agreement and
(ii) the performance security/ performance guarantee of **Rs. 22,59,378/-** (Rupees Twenty Two Lakh Fifty Nine Thousand Three Hundred and Seventy Eight) only being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.
(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)
(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

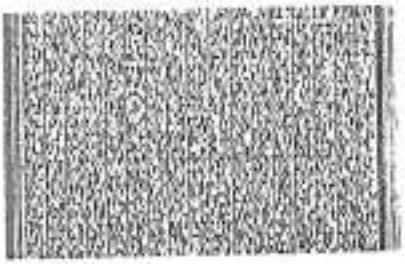
Rec'd yes 27/12/17
Engineer-in-Chief
MPUDC

* 8", Arera Hills, Bhopal -462011 ☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763068 Email: mpusibpl@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

Annu Infra Construct (India) Pvt. Ltd. New Delhi

[ANNEXURE-2]

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101050801201800385 2
Total E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	08/01/2018 13:10:19
Service Provider or Issuer Details	prakash sitlani/SP0105416052015003 11
SP/SRO/DRO/HO Details	shop no. 5 R.K.TOWER, PLOT NO. 93-94, ZONE-II M.P.NAGAR, BHOPAL HUZUR BHOPAL

Municipality Duty (Rs.) 0
Upkar Amount (Rs.) 0

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Purpose	E STAMP FOR WORK CONTRACT AGREEMENT

First Party Details

Organization Name	M/S ANNU INFRA CONSTRUCT (INDIA) PVT LTD
Address	B-7 _ 5077 VASANT KUNJ NEW DELHI 1170070 BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED
Address	8 ARERA HILLS BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

WORK CONTRACT AGREEMENT

AGREEMENT

This agreement, made on the day of 08th January, 2018 between Madhya Pradesh Urban Development Company Limited, Palika Bhawan, Shivaji Nagar, Bhopal (M.P.) (hereinafter called "the Employer) and M/s Annu Infra Construct India Private Limited, B-7-5077, Vasant Kunj, New Delhi – 110 070 hereinafter called "the Contractor" of the other part.

For Annu Infra Construct India Pvt. Ltd.

Director

Annu Infra Construct India Pvt. Ltd. New Delhi

Digitally signed by Prakash Sitlani
Date: .. :: IST

[ANNEXURE-3]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/MVN/2017/8813 Bhopal Dated: 14-11-2017

To,

Director
M/s Anant Infra construct India Pvt. Ltd.
B-7-5077, Vasant Kunj, New Delhi-110070
Email: info@anantinfra.com/rishi@gmail.com
Kindly Attention: Krishna Ranjan

Subject: Survey, Design Construction and Commissioning of Sewerage Network in Nemawar, District Dewas (M.P.)

Ref: LOA no. PMU/ENGG/2017/8828 Bhopal dated: 27.12.2017

This has reference to letter dated: 27.12.2017, the work of Nemawar Sewerage Project awarded to you. Almost contract period is over, but you have laid only around 60% of Sewer Network, Manawar, you have not submitted the design & drawings of STP, Structural design & drawing of PS, Compound wall, flushing arrangement plan, Rope plan till date which is a major cause of concern for MPUDC.

You are directed to submit the pending design & drawings of STP & PS and deploy your design experts at MPUDC to finalize the Design & Drawings by 15th November 2019. If you fails to submit the design & drawings then action will be taken as per agreement Contract Data, clause no. 15 of Annexure-P.

Dy. Project Director (T)

No. PMU/MVN/2017/ 8814 Bhopal Dated: 14-11-2017

Copy to:

1) Engineer-in-Chief, MPUDC Bhopal, for information.
2) PM, PIU Ujjain: with instructions to get work started on all the sites immediately and report compliance.
3) Team Leader, PMC, MPUDP, Bhopal for information.

Dy. Project Director (T)

[ANNEXURE-4]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/YN/2019/ 9132 Bhopal Dated: 28-11-2019

To,

M/s Asian Infra Construct India Pvt. Ltd.
B-7-5077, Vasant Kunj
New Delhi – 110070

Kind Attn.: Mr. Keshav Ranjan

Name of Work :- Designing and construction of sewer collection network and treatment system including testing and commissioning of the work in Nemawar, Dewas Dist. in M.P. Along with maintenance period of 10 years.

Subject: - Show Cause Notice and review meeting on 27.11.2019 – Nemawar

Ref: 1) This office letter no. PMU/ENGG/YN/8813, dated: 04.11.2019

During review of progress it has been noticed that there is slow physical/financial progress in above work even after lapse of more than 539 days out of 730 days for completion of project.

It is also noticed that you have neither deployed your expert on 15.11.2019 nor you have submitted the pending design & drawings inspite of instruction vide above referred letter and constant pursuance from this office.

This is gross misconduct and violation of agreement.

You are hereby directed to attend the review meeting on 27.11.2019 and show cause, within 7 days, why an action should not be initiated against you as per relevant clause of agreement for non-performance of contractual liabilities.

(V.K. Tiwari)
Dy. Project Director (T)
MPUDC

Copy to:

1. Engineer-in-Chief, MPUDC, Bhopal for information please.
2. Project Manager, PIU Ujjain.
3. Team Leader, PMC, WAPCOS Bhopal.

Dy. Project Director (T)
MPUDC

[ANNEXURE-5]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/ 129 1

Bhopal Dated: 14/02/2020

To,
M/s Annu Infra Construct India Pvt. Ltd.
B-7-5077, Vasant Kunj
New Delhi – 110070

Kind Attn.: Mr. Krishna Ranjan

Name of Work :- Designing and construction of sewer collection network and treatment system including testing and commissioning of the work in Nemawar, Dewas Dist. in M.P. Along with maintenance period of 10 years.

Subject:- Show Cause Notice - Laxity in submission of pending design & drawings causing delay in execution of works – Nemawar

Ref: 1) LOA vide letter no. PMU/ENGG/2017/2828, dated: 27.12.2017
2) This office letter no. PMU/VN/2019/8813, dated: 14.11.2019
3) This office letter no. PMU/VN/2019/9132, dated: 23.11.2019

Please refer this office letters mentioned above written by this office to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	27.12.2017	Date of Agreement	08.01.2018
Duration of Contract	730 days	Scheduled date of completion	07.01.2020
Time elapsed (as on 07.02.2020)	760 days	Percentage time elapsed	More than 100%
Physical Progress (Overall)	33%	Financial progress	17.20%

It is evident that the progress of works is not rational e.g. Progress of sewer laying is only 70% against targeted milestone of 100%. Similarly, in case of IPS and STP no work has been started at site. Design & drawings of STP, MPS and IPS are still pending. During detailed review, it has been observed that inspite of repeated reminder/pursuance, periodically held meetings and cooperation extended to you by PIU & PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and also failed to deploy suitable resources to submit pending design & drawings and complete the work in scheduled time.

It is inform to you that land for the construction of STP & MPS has been cleared by PIU & MPUDC with continuous serious efforts. It may be recalled through letter received for the land allotment from Collector Dewas, is a conditioned letter which states that if the work is not started at the site within 6 months than the land automatically transferred to revenue department, but you have not submitted the design & drawings till date, as it is clear from the above, that the work is extremely lagging behind schedule. Your progress is only 33% even

after lapse of 760 days period. Your poor performances, disproportionate progress & non achievement of milestone are adversely affecting delivery of progress resulting in delay in execution of Sewerage project of Nemawar town. Thus this office is compelled to initiate action against you as per relevant clauses of agreement.

You are hereby again directed to increase deployment of resources, submit pending design & drawings, revised work plan within 7 days, Failing in submission of design & drawing within the said time period of 7 days, the MPUDC will be free to initiate suitable action against your firm without prior notice which may please be noted. It may please be also noted consequences arising out of such situation will be your responsibility and at your risk and cost.

(M.K. Acharya)
Engineer-in-Chief, MPUDC

No. PMU/VN/2020/1252
Bhopal Dated: 14/02/2020

Copy to:

1) Addl. Managing Director, MPUDC for information please.
2) Dy. Project Director (T), for information please.
3) Project Manager, PIU Khargone to ensure review of daily physical progress and report to the under signed weekly and to calculate and impose L.D. as per as per clause 15 of GCC & Annexure – P of agreement in upcoming R.A. Bill.
4) Team Leader, PMC, MPUDP, Bhopal for information please.

Engineer-in-Chief, MPUDC

[ANNEXURE 6]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantakbhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 524 Bhopal Dated: 19/01/2022

To,

M/S Annu Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- **Sewerage Project of Nemawar Distt. Ujjain (M.P.) –Notice for Termination of Contract.**

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal. Dated 27.12.2017 (Nemawar)

2. This work agreement dated. 08.01.2018.

3. Letter no. PMU/ENGG/VN/2019/9132 Bhopal. Dated 23.11.2019

4. Letter no PMU/ENGG/VN/2019/9719 Bhopal. Dated.10.12.2019

5. Letter no PMU/VN/2020/1291 Bhopal. Dated.14.02.2020

6. Review meeting by MD, MPUDC held on dated.18.01.2022.

With reference to subject cited above, you were given the LOA to execute the work of Sewerage Project Nemawar District Ujjain (M.P.) vide reference letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 07.01.2020 after that you were granted extension up to 31.03.2022 with condition that delay damages shall be decided after finalizing the overall delay analysis. But it has been noticed that you have achieved only 40% physical progress and 13% financial progress.

Your progress had also been reviewed many times and you were directed to improve the progress by this office and Project Implementation Unit, Ujjain. You were requested to expedite the progress but you have not achieved any substantial progress. You submitted a work program in Nov 2021 for planning the completion of balance work, but it is observed that you are failed to follow your work program. You have neither submitted the remaining drawing and design for approval till date nor you have deployed the required labours and machinery as per your work program. The physical progress in last one year has increased originally only by 2%. This is not appreciable. During the review meeting taken by MD, MPUDC held on dated 18.01.2022, it was taken seriously.

This shows your gross negligence regarding completion of work and comes in category of GCC clause 27.2 (a) page no. 108 of agreement i.e." Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract".

Hence, as you have executed the agreement with Engineer-in-Chief on behalf of MPUDC, this notice as per GCC clause 27.3 is being served to you with 14 days time to make good the failure and to remedy it within14 days. Otherwise, your contract shall be terminated as per agreement.

(Deepak Ramawat)

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Endtt:- No. PMU/VN/2022/ 525 Bhopal Dated: 19/1

Copy to:

1. P.A. to Managing Director, MPUDC for information please.
2. Project Manager, PIU, Ujjain for infosmation and necessary action
3. Team Leader, PMC,M/s Lexus Infratech Pvt. Ltd. for information and necessary action.

Engineer-in-Chief
MPUDC

[ANNEXURE-7]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ 708 Bhopal, Dated...25/01/2022

To,

The Director,
M/S Annu Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub: Show Cause Notice for Blacklisting of Nemawar Sewerage Project due to Slow Progress.

Ref: 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. Letter no. PMU/VN/2021/11135 Bhopal, dated.16.12.2021
3. Letter no. PMU/VN/2021/524 Bhopal, Dated.19.01.2022.

Your firm had been awarded contract for sewerage project of Nemawar by MPUDC vide reference made above. The status of progress of the contract is as under:

S. No.	Name of city	Package no.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Up to date Progress
1	Nemawar	VNSF-06	08.01.2018	07.01.2020	31.03.2022	40%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. It has also been reviewed on dated 04.01.2022 and found that still the progress was not up to mark even with the work plan submitted by you in Dec 2021.Despite repeated instructions, reminders, review meetings and total cooperation extended to you by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project towns is deprived of access to sanitary facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreemented work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17-12-2021.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

You are hereby required to show cause within 15 days' from the receipt of this letter as to why your firm should not be "Blacklisted". You are directed to submit written statement/reply before the undersigned by 09.02.2022.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date it will be presumed that you have nothing to say further in this matter in support, and action as per aforementioned order dated 17.12.2021 may be initiated against you without making any further reference in this regard.

Please note and acknowledge.

24.1.2022
(Prakash Chandra Jain)
Deputy Project Director(T)
MPUDC

Bhopal, Dated....25/01/2022

No./PMU/ENGG/2022/ 709

Copy to:

1. Managing Director, MPUDC for information.
2. Engineer-in-Chief, MPUDC, Bhopal for information
3. Financial Controller, MPUDC, Bhopal for information.
4. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
5. Concerned Project Manager, PIU, MPUDCL.
6. Team Leader, PMC (VN), Bhopal.

24.1.2022
Deputy Project Director(T)
MPUDC

[ANNEXURE-8]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034390)

No. 2277/MPUDC/PMU/

Bhopal, Dated 11.03.2022

To,

M/S Amru Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub: **Nemawar Sewerage Project (Vishesh Nidhi) - Regarding Slippage in Physical & Financial Progress and delay in submission of Design and Drawing.**

Regarding above subject it has been discussed many time in review meeting and a revised work program has been finalized in month on November 2021 & the financial progress also has been decided on the basis of work done and the balance work and time given for completion of work & also discussed with you. Similar position is of design and drawing and other documents which are to be submitted maximum after 3/4 month of the date of given work order as per agreement.

But it has been observed that in spite of given regular instructions in various review meeting at different level neither you have improved the physical and financial progress nor submitted the overall design and drawing and Documents.

As per revised program your physical progress should be 100%, financial Progress 70% and design and drawing submission should be 100% while your physical progress 44%, financial progress 32% and overall design, drawing and documents submission 67% (List of design, drawing and documents is attached), so far.

Hence, you are requested to achieve the required Physical and Financial Progress of above work including slippage in this month and overall design and drawing, vendor GA & QAP etc. should be 100% completed up to the end of this month otherwise you shall be penalized as per agreement. Please note.

Encl : As above

(P.C. Jain)
Dy. Project Director (I)
MPUDC, Bhopal
Bhopal Dated 11.3.22

No. 2278/MPUDC/PMU/

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU, Ujjain for infotmation & necessary action..
3. Team Leader, PMC Lexus for information & necessary action.

Dy. Project Director (I)
MPUDC, Bhopal

Nemawar Vishesh Nidhi Sewerage Project 0.53 MLD STP

S.NO	Drawing / Document Distription	Approval Letter No.	Vetted drawing letter No.	Pending with Contractor
(A)	STP 10.53 MLD			Hydraulic flow diagram
1	BEP	PMU/ENGG/VN/2019/228		Pipe and in strumentation diagram (P&I)
2	HFD DIAGRAM	PMU/ENGG/VN/2020/3972		Topographical and contour survey plan of STP
3	CONTOUR PLAN	PMU/ENGG/VN/2020/3972		IPS 1 STRUCTURE DRAWING
4	SITE LAYOUT PLAN	PMU/ENGG/VN/2020/3972		IPS 1 GAD DRAWING
5	PROCESS DESIGN CALCULATION	PMU/ENGG/VN/2020/3972		Hydraulic calculation GAD IPS 1
6	PIPE AND INSTRUMENTATION DIAGRAM	PMU/ENGG/VN/2021/1004		PLAN LAYOUT OF IPS 1
7	REUSE PLAN	PMU/VN/2020/1389		HYDRAULIC FLOW DIAGRAM OF IPS 1
(B)	IPS 1			MECHANICAL COARSE SCREEN
1	LAYOUT PLAN OF IPS	PMU/ENGG/VN/2020/3970		MANUAL FINE SCREEN
2	CONTOUR PLAN OF IPS	PMU/VN/2020/2558		MECHANICAL FINE SYSTEM
3	GAD STRUCTURE DESIGN AND DARWING	PMU/VN/2020/2168		PUMP
4	HYDRAULIC DESIGN AND DARWING OF IPS	PMU/VN/2020/1291		AIR BLOWER
5	GAD DESIGN AND DARWING OF MECHANICAL AND MANUAL SCREEN	PMU/ENGG/VN/2019/6568		CHLORINATION SYSTEM
6	HYDRAULIC DESIGN AND DRAWING OF MECHANICAL AND MANUAL SCREEN	PMU/USN/2019/696		Topographical and contour survey plan of IPS 1
7	GAD OF DESIGN AND DARWING OF CHLORINE CONTACT TANK	PMU/VN/2019/2551		PUPING AND INSTRUMENTATION DIAGRAM OF IPS1
8	HYDRAULIC DESIGN AND DARWING OF CHLORINE CONTACT TANK	PMU/ENGG/VN/2019/358		MECHANICAL GAD OF MPS RECIVEING CHAMBER, MECHANICAL COARSE MANUAL COARSE SCREEN, RAW SEWAGE SUMP AND PUMP
9	STRUCTURE OF DESIGN AND DARWING OF CHLORINE CONTACT TANK	PMU/ENGG/VN/2019/522		MECHANICAL GAD DRAWING OF GSR BASE WITH BLOWER SHED
10	CALCULATION DESIGN OF CHLORINE CONTACT TANK	PMU/ENGG/VN/2018/6961		MECHANICAL GAD DRAWING OF CHLORINE CONTACT TANK
11	CIVIL STRUCTURE DESIGN AND DARWING	PMU/VN/2018/5409		MECHANICAL GAD DRAWING OF GRAVITY SLUDGE THICKENER
12	CIVIL STRUCTURE DESIGN CALCULATION	PMU/ENGG/VN/2019/1320		MECHANICAL GAD DRAWING OF SUPERNATANT PUMP
13	GAD DESIGN AND DARWING OF PRIMARY TREATMENT UNIT			MECHANICAL GAD DRAWING OF FILTER PRESS FEED PUMP SHED
14	GAD HYDRAULIC CALCULATION OF PRIMARY TREATMENT UNIT	PMU/ENGG/VN/2019/1501		MECHANICAL GAD DRAWING OF CHLORINATION BUILDING
15	STRUCTURE DRAWING OF PRIMARE TREATMENT UNIT	PMU/ENGG/VN/2019/1557		MECHANICAL GAD DRAWING OF BLOWER HOUSE
16	DESIGN CALCULATION OF PRIMARE TREATMENT UNIT	PMU/ENGG/2019/1607		REUSE PLAN OF STP
(C)	IPS 2			MECHANICAL & MANUAL SCREEN FOR IPS
1	LAYOUT PLAN OF IPS	PMU/ENGG/2019/1607		Mechanical GAD of MPS recieveig chaimbr, mechanical coarse manual coarse screen, raw sewerge sump and pump
2	CONTOUR PLAN OF IPS	PMU/ENGG/2019/1607		Approval for zone 04 LPS,Hydraulic & GAD for sewerage project
3	GAD STRUCTURE DESIGN AND DARWING	LETTER NO.6148		Approval on structure design and drawing of lifting pumping station
4	HYDRAULIC DESIGN AND DARWING OF IPS	LETTER NO.5209		Structural design and drawing of air blower, MCC laboratory & SCADA building

ANNEXURE-J

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 3228 Bhopal Dated: 11/04/2022

To,

M/S Anmol Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- Hearing scheduled on 12.04.2022 regarding Show Cause Notice for Blacklisting due to slow progress of Sewerage Project of Nemawar.

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. Letter no. Pmu'vn/2021/11135 Bhopal, Dated.16.12.2021
3. Letter no. PMU/VN/2021/524 Bhopal, Dated.19.01.2022
4. Letter no. PMU/ENGG/2022/708 Bhopal, Dated.25.01.2022
5. Letter no. PMU/VN/2022/1488 Bhopal, Dated.14.02.2022

Hearing regarding Show Cause Notice for Blacklisting of your firm due to slow progress of Sewerage Project of Nemawar has been scheduled on 12.04.2022.

You are hereby directed to attend the hearing on the 12.04.2022 in MPUDC office at 4:00 PM. Failure to attend the hearing on the scheduled date shall result in taking of the decision regarding blacklisting on the basis of already available records.

You are directed to submit physical progress and financial progress achieved against the committed targets in accordance to the extension granted for the project after mutual consent.

Please note that you are required to furnish above mentioned information on or before 12.04.2022. It has already advised on whatsapp.

11.4.2022

(P.C.Jain)
Dy. Project Director (T)
MPUDCL,Bhopal

क्र. क्र. 3223 दि. 11/04/2022

Copy to:

1. Engineer-in-Chief, MPUDCL, Bhopal for information please.
2. Project Manager, PIU, Ujjain for information and necessary action please.
3. Team Leader, PMC, Lexus, Bhopal for information and necessary action please.

11.4.2022

Dy. Project Director (T)
MPUDCL,Bhopal

[ANNEXURE-10]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 4025 Bhopal Dated: 10/05/2022

To,

M/S Annu Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- Negligence and Slow Progress at the Work of Nemawar Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. Letter no. PMU/VN/2021/11135 Bhopal, Dated 16.12.2021
3. Letter no. PMU/VN/2021/524 Bhopal, Dated 19.01.2022
4. Letter no. PMU/ENGG/2022/708 Bhopal, Dated 25.01.2022
5. Letter no. PMU/VN/2021/3228 Bhopal, Dated 11.04.2022
6. Letter no. PMU/VN/2022/3350 Bhopal, Dated 18.04.2022
7. Letter no. PMU/ENGG/2022/3563 Dated 25.04.2022

It is observed that your progress of above subjected work is very poor. It was only 43% is physical progress up to 31.03.2022, whereas since last one month there is no significant work progress achieved by you.

In fact since the Holi festival to till date i.e. approximately more than 30 days, it is observed that your physical & financial progress is 0.3% only. This is very regretful to say that despite of all above referred letters and reviews you neglected to take serious consideration towards the work progress. You have failed to submit the remaining drawings and design. Whatever drawings are submitted by you those are not as per the norms or technical consideration. Hence it was returned for rectification.

In review meeting on 13.04.2022, chaired by P.S. M.P.Govt, it was clearly instructed to complete all the work up to 30.06.2022, but looking into your attitude it looks that you are not sincere about this instructions.

Hence, here you are again requested to achieve the required Physical and Financial Progress of above work including slippage in this month and submit overall balance design and drawing, vendor GAD & QAP etc. This should be 100% submitted up to 10.05.2022.

You must deploy sufficient labour and machinery to start the work in the available fronts immediately and show the progress, otherwise you shall be penalized as per agreement. You are requested to follow your work program for balance work submitted in Nov.21 strictly.

If you fail to do so, then action will be taken as per the agreement clause 27.2 GCC (a), (c), (d), (e).

(Deepak Ratnawat)
Engineer-in-Chief
MPUDCL

4086 dt: 10/05/2022

Copy to:
1. Project Manager, PIU, Ujjain for information and necessary action.
2. T.L, PMC, Lexus, for information and necessary action.

Engineer-in-Chief
MPUDCL

[ANNEXURE-11]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 4224

Bhopal Dated: 12/05/2022

To,

M/S Annu Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- Survey, Design, Construction and Commissioning of Sewerage Network in Nemawar Municipal Area Dist.Dewas and Operation and Maintenance for 10 years – MPUDCL tender no. 56- Regarding Resolving the Issues for Nemawar Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. Your letter no.ANNU/MPUSIP/N-146 Dated.13.10.2021
3. Your letter no. ANNU/MPUDCL/N-156 Dated.26.01.2022
4. Your letter no. ANNU/MPUDCL/N-167 Dated.07.03.2022
5. This office letter no. PMU/VN/2021/3321 Bhopal Dated 13.04.2022

With reference to subject cited above undersigned has gone through your above reference letter no. (2) & (3). The reply of above letters are as follows.

As per agreement section-2 ITB the "Successful bidder has to lay sewer lines or provide septage management for 100% coverage of town including all necessary works related to Sewer Line, Sewer Appurtenances, Flushing Arrangements, Septage Management, Sump Wells / Sewage Pumping Station, Intermediate Pumping and Sewage Treatment Plant including SCADA PLC etc and restore the roads to their original condition with respect to surface and pavement characteristics the house service connections shall also be covered under this project".

Accordingly you had to do the overall survey and do design and submit your proposal as per your survey you had to lay 14.023 km sewer line i/c manholes and house service connection, 1 MLD STP i/c MPS & 2 Nos of IPS while you have completed only 10.584 km (75.47%) sewer line hydro tested 8.1 km (85.26%) no full house service connection out of 1800 only 507 house service connection chamber are constructed IPS-1 work just started, IPS-2 only 2nd lift completed and screen chamber work PCC done, MPS work not started, STP work not started and about 30 manpower deployment site you have completed only about 76% work of sewerage but no hard work has been completed.

As you say that STP land was allotted on 16.07.2021 i.e. before about 9 month back but so far overall drawing design of STP not submitted and work has not been started. By adding any additional works do not mean that you will get time as per your requirement it shall be given in proportion of additional work as per clause 14 of GCC of agreement as far as rates or variation is concerned it has already been approved in August 21 and reply of letter reference (2) has been given by this office letter no. PMU/VN/2021/3321 Bhopal, Dated.13.04.2022.

Regarding the allocation of land for sewerage project work it has already been replied in above letter of variation.

The reply of work in brief as tabulated by you are as follows:

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

S.No	Discription of work (2)	Scope	Work completed (up to dated) (4)	Remark
1.	Sewerage Network i/c manhole	14.023 km	10.584 km	1. Approved with condition by letter no.PMU/ENGG/VN/2019/6563 Dated.04.09.2019 of length 9.508 km 2. Approved with condition by letter no. PMU/VN/2021/7142 Bhopal, Dated.27.08.2021 of additional length 4.515 km because you not covered initial few wards.
2.	STP and MPS			1.You have submitted the hydraulic design and drawing on dated.06.06.2018 on which MPUDC has given comments vide letter no.PMU/VN/2018/2890 Dated.14.06.2018 2.You have submitted again on 23.08.2018 and MPUDC has again given comments vide letter no.PMU/VN/2018/5028 Bhopal, dated. 08.10.2018and again by letter no.29.10.2018 3.You have submitted the structural design and drawing of MPS, SBR with approval of BEP & GAD on dated.01.10.2018 which was returned by MPUDC vide letter no.5234 Bhopal, Dated.16.10.2018 4.You have also submitted the mech. GAD of component of STP on date 02.03.2019 with micro transmission system as technology provider issued of SFC as per your agreement which has returned by this office letter no. 2553 Dated.09.04.2019 5.Your geotechnical investigation report of STP and IPS was approved by MPUDC vide letter no. PMU/ENGG/VN/2018/5871 Bhopal, Dated.24.11.2018 6.Vide letter no.4756 dated.28.06.2019 the boundary wall structural drawing of STP area was approved. 7. Vide letter no.840 dated. 30.01.2020 it was instructed to submit revised drawing and design.
3.	IPS-1			1.Hydraulic and GAD was approved by this office letter no.8238 dated.24.10.2019 2. Vide letter no.226 dated.07.01.2020 informed to change in site of IPS and instructed to revise and resubmit.
4.	IPS-2			1.As far as sites are concerned STP both IPS in which at present you call it IPS-2 i.e. near khurpar has been given in 2018 because of Govt. land and officially handed over in Sep –Oct 2019

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Hence your interpretation that STP has been finalised and allotted on 16.07.2021 is not totally correct Actual site was handed over as mentioned above but as per record you neither submitted drawing and design properly nor started the work then the problem of flood had come in August 2020 and accordingly the new STP site was finalised and given to you for working in April 2021 because of govt land, although official order were given in July 2021 after allotment and it is still a fact that so far you have not submitted proper overall drawing and design due to which work could not start from your end. The following status of your drawing and design submission.

S.No	Description of work	Contractor submission	Status
1.	Additional network design (4.515 km)	Submitted vide contractor letter 129 dated.22.09.2021 / 132 dated.09.04.2021 / 135 dated.15.06.2021	Approved by letter no.PMU/VN/2021/7742 Dated.27.08.2021
2.	New site STP Layout P&I and HED	1.Vide letter no.138 dated. 05.08.2021 2.BEP of STP and MPS vide letter no.139 Dated.13.09.2021 and 141 dated.21.09.2021 3.structural drawing of STP, MPS & PTU vide letter no.142 dated.05.10.2021 4.revised BEP of STP & MPS vide letter no.150 dated.07.12.2021 5. Boundary wall design and drawing of STP vide letter no.153 dated.07.01.2022. 6. Revised BEP (R3) vide letter no.152 dated.29.12.2021 7. Revised BEP (R4) submitted vide letter no.162 dated. 15.02.2022 8. GAD of OCT blower room sump cum pump house transformer metering room admin block DG yard sludge sump cum pump house PTU by letter no.169 dated.21.03.2022	1.Comments given by this office letter no.7496 dated.24.08.2021 2.Comments given by this office letter no.9598 dated.25.10.2021 3.Comments given by this office letter no.9678 dated.28.10.2021 4.Comments given by this office letter no.11311 dated.20.12.2021 5.Comments given by this office letter no.568 dated.21.01.2022. 6.Comments given by this office letter no.659 dated.24.01.2022 7.Approved by letter no.1871 dated.25.02.2022 8.Blower room sump cum pump house transformer and metering room DG yard PTU approved with condition and 3 not approved vide letter no.2945 dated.04.04.2022
3.	IPS-1	1.Submitted of GAD of IPS-1 & Structural drawing and design vide letter no.151 dated.20.12.2021 2.Revise GAD of IPS-1 & BEP vide letter no.160 dated.07.02.2022 3,Structural drawing and design of IPS-1 vide letter no.768 dated.09.03.2022 4. Revised IPS-1 GAD, vide letter no. 163 dated. 23.02.2022	1. Comments given by this office vide letter no.PMU/VN/2021/150 Dated.04.01.2022 2. Approved vide letter no. 1641 dated. 18.02.2022 3. approved by letter no.2471 dated.17.03.2021 4.Approved by letter no.2513 dated.21.03.2022
4.	IPS-2	Submission of approved and vetted drawing of IPS-2 vide letter no 166 dated.28.02.2022	Approved vide letter no. 2248 dated.16.03.2022

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
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Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

From above it is clear that still you have not submitted even the overall structural drawing and design of STP component and even BEP approved after fourth revision it was mainly due to your improper and delay submission due to which no component work of STP has been started.

As far As site activities are concerned following is the overall progress of work (on dated 15.04.2022)

1. Labour deployment – average In April 2022- average 25 against 100 as per program given in Nov 21
2. Machinery deployment- 10 against 12 requirement of as per program given in Nov 21
3. Network a) Total 14km – laid 10.548 km.
   b) Hydro testing – 8.10 km out of 10.548 km.
   c) HSC – 1800 nos over all completion NIL.
   d) Chambers – 507 constructed out of 900 (as surveyed).
   e) HSC line – 2975 m laid out of 4125 m (as surveyed).
   f) IPS-1 – excavation work going on.
   g) IPS-2 – 2no lift efasted and for receiving and screen chamber reinforcement cutting was going on.
   h) MPS & STP – no work started so far.

The above is the site situation even if you consider the date of handed over site of STP & MPS dated.16.07.2021 then as per your revised work program work up to 15th April 2022 should be 100% while it is only 44% Still the pipes of Pumping Main has not come at site while it was decided from starting and at the time of finalization of site and according variation has also been done in August 2021.

Regarding the finalization of rates the reply has already been given by this office letter no.PMU/ENC/VN/2020/1007 dated 04.02/2020.

Hence you are required to expedite the work and given min 10% progress as decided in blacklisting meeting on dated 12.04.2022 and as committed by you in Principal Secretary review meeting on dated.13.04.2022.

Your provisional time extension has already been granted by this letter no. PMU/VN/2021/3285 Bhopal, dated 12.04.2022 up to Sep 2022.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

4225 dt: 12/5/2022

Copy to:
1. Managing Director, MPUDC for information and necessary action.
2. AMD, MPUDC for information and necessary action.
3. Project Manager PIU, Ujjain for information and necessary action.
4. T.L PMC Lexus, for information and necessary action.

Engineer-in-Chief
MPUDC

[ANNEXURE-12]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 5447

Bhopal Dated: 17/6/2022

To,

M/S Annu Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- Pending Drawing & Design Nemawar Sewerage Project

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. This office letter no. 2277/MPUDC/PMU Bhopal dated 11.03.2022
2. Review meeting on dated 30.05.2022.

With reference to above refar the review meeting was held on 31.05.2022. During the review meeting of overall work progress you were asked to give a certain time for submitting the balance drawings of remaining Civil mechanical and electrical drawings, vender approval proposals, and QAP. In reply it was said from you that up to 10.04.2022. All the drawings of civil works and required drawings & QAP & BEP of the electrical & Mechanical components will be submitted for approval. It is also required to submit SCADA, Instrumentation drawing & design, document etc.

Here this is reminder to you that till date you have not submitted balance design & drawings. The list of the balance Design & drawings are attached here with.

Hence you are again requested to submit the pending Design & drawing all over components of STP, IPS, MPS it should be submitted upto 20.06.2022.

17-6-2022
(P.C.Jain)
Dy. Project Director (T)
MPUDCL,Bhopal

No. PMU/VN/2021/ 5448

Bhopal Dated: 17/6/2022

Copy to:

1. Engineer-in-Chief, MPUDC, Bhopal for information Please.
2. Project Manager, PIU Ujjain
3. T.L PMC Lexus, for information

17-6-2022
Dy. Project Director (T)
MPUDCL,Bhopal

Electrical Drawing Pending Detail – Nemawar Sewerage Project

S.No.	Name of drawing	Status
17	HV power cable sizing calculation	Pending with contractor side
18	LT power cable sizing calculation	Pending with contractor side
19	Earthing Grid design calculation	Pending with contractor side
20	Lighting design calculation (Indoor)	Pending with contractor side
21	Lighting design calculation (outdoor)	Pending with contractor side
22	UPS sizing calculation	Pending with contractor side
23	Electrical (STP)	Pending with contractor side
24	Electrical load list	Pending with contractor side
25	Transformer sizing calculation	Pending with contractor side
26	Data sheet for capacitor BANK/APFC PANEL	Pending with contractor side
27	Data sheet for HV cable	Pending with contractor side
28	Data sheet for LV cable	Pending with contractor side
29	Data sheet of earthling material	Pending with contractor side
30	Data sheet of lighting material	Pending with contractor side
31	Data sheet for UPS & Battery	Pending with contractor side

[ANNEXURE-13]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Letter No. PMU/VN/2022/ 9911 **Bhopal Dated.**23/11/2022

To,

M/s Annu Infra Construct Pvt. Ltd
B-7-5077, VasantKunj
New Delhi- 110070
Email: info@annuinfra.com/aicipl@gmail.com

Sub: Sewerage Project of Nemawar, Nagar Parishad in Dewas District in Madhya Pradesh (MPUDCL Tender no.56), regarding Fifth Provisional Time Extension.

Ref:- 1. LOA no. PMU/VN/2017/2828 Bhopal, dated: 27.12.2017.
2. PMU/VN/2020/3242 Bhopal dated 02.06.2020
3. PMU/VN/2020/9666 Bhopal Dated 30.12.2020
4. PMU/VN/2021/8907 Dated 01.10.2021.
5. PMU/VN/2021/3285 Bhopal Dated 12.04.2022
6. Letter no. PIU/UJN/2022/1148 Date 09.11.2022.
7. Contractor letter no. ANNU/MPUDCL/N-202 Dated 20.10.2022.

The work of the Nemawar Sewerage Scheme was awarded to you, under the agreement dated.08.01.2018 as referred above, with a time period of 2 years. However, the first provisional time extension was given vide letter no.PMU/VN/2020/3242, dated. 02.06.2020 up to 31.12.2020, the second provisional time extension was given vide letter no.PMU/VN/2020/9666 dated.30.12.2020 up to 30.06.2021 and the third provisional time extension was given vide letter no.PMU/VN/2021/8907 dated.01.10.2021 up to 31.03.2022 and the Fourth provisional time extension was given vide letter no.PMU/VN/2021/3285 dated.12.04.2022 up to 31.12.2022,

However, the works under the contract package are still incomplet and you have achieved only 70% of design and drawing and 48% of physical progress of work by the end of the Fourth time extension.

Now, you have submitted a request vide letter date 20.10.2022 for granting fifth time extension up to 30.06.2023 i.e. for 6 months from the last extended date of completion of design built period.

The Project Manager, PIU Ujjain vide letter no.1148 dated 09.11.2022, has recommended to grant a time extension of only 3 months i.e. up to 31.03.2023 to complete the design build works keeping the rights reserved for imposing delay damages as the delay is attributable to you also for the slow progress of the work.

In view of the above facts, fifth provisional time extension for 3 months i.e. up to 31.03.2023 in the overall interest of completion of works is here by granted for the completion of design build works pursuant to GCC clause 14 (Extension of Time), subject to the condition that you have to complete 100% balance work up to 31.03.2023. Your work progress will be reviewed every month. If you fail to give the required progress satisfactorily then the action of termination and

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blacklisting may be taken as per agreement clause Section 3 GCC, 27.2 (a), (c), (e), (f) against your firm.

The final amount of delay damage will be worked out in accordance with the GCC clause 15 (Failure of the contractor) at the end of the granted time extension. You are directed to submit the revised work program for Nemawar town for the granted extension period separately and to complete the work without fail in this period.

(Encl: - Time Extension Proposal)

(DeepakRatnawat)
Engineer-in-Chief,
MPUDCL

Letter No. PMU/VN/2022/ 9912 **Bhopal Dated:** 23/11/2022

Copy to

1. Deputy Project Director (Technical), MPUDCL, Bhopal.
2. Project Manager, PIU Ujjain for information and necessary action.
3. Finance Controller, MPUDCL, Bhopal.
4. Team Leader, M/s Lexus Infratech LLP. and Bhopal to monitor and do the needful accordingly.

Engineer-in-Chief,
MPUDC

[ANNEXURE-14]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75140MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 714

Bhopal Dated: 27/01/23

To,

M/S Apco Infra Construct
India Pvt. Ltd.
B-7-5077 Vasant Kunj New Delhi 110070

Sub.:- Designing & Construction of Sewer collection network and treatment system i/c testing and commissioning of work at Nemawar Distt- Dewas -Last Notice for Blacklisting.

Ref.:- 1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. Show cause notice for Blacklisting no. PMU/ENGG/2022/708 Bhopal dated 25.01.2022
3. Hearing done on dated 12.04.2022 & informed vide letter no. PMU/VN/2021/3228 Bhopal dated 11.04.2022

Your firm had been awarded contract for sewerage project of Nemawar by MPDUC vide reference made above. The status of progress of the contract is as under:

S.No	Name of City	Package no.	Date of Commencement	Scheduled Date of Completion	Extended Date of Completion	Up to dated progress
1	Nemawar	VNSP-06	08.01.2018	07.01.2020	31.03.2023	45%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. It has also been reviewed on dated 03.01.2023 meeting and found that still the progress was not up to mark even with regard to the work plan submitted by you in 20.10.2022. Work was also inspected by Project Manager PIU & TL PMC on dated 16.01.2023 & not found satisfactory. Despite repeated instruction, reminders, review meetings and total cooperation extended to you, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilized adequate resources i.e. Manpower, Machinery & Material thereby not fulfilling the contractual obligations.

During about one year time span i.e. from Jan 2022 to Jan 2023 you have achieved only 8% progress while it should be about 60% i.e. overall work should be completed. At site no work at IPS-1, from last about one year has been done. At IPS-1 & IPS-2 during inspection no work was going on.

During inspection of PM PIU & TL PMC only 20 Manpowers were deployed only at STP while overall should be about 100 to carryout the work at all fronts. Hence you are totally failed to achieve the physical & financial target, and even your self committed target of 1.4 Cr. in Dec 2022.

Hence you are again instructed to improve the progress min 5 % within 15 days & give financial progress Rs. 1.5 Cr. (as you have committed Rs. 1.5 Cr in January 2022), otherwise your firm shall be blacklisted as per norms, please note.

27.01.2023

(P.C Jain)
Dy. Project Director (T)
MPUDCL

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
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Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No: PMU/VN/2023/ 315 Bhopal Dated: 27/01/2023

Copy to:

1. Managing Director, MPDUC for information.
2. Engineer-in-Chief, MPDUC for information.
3. Project Manager, PIU, Ujjain for information and necessary action.
4. T.L, PMC, Lexus, for information and necessary action.

27.01.2023

Dy. Project Director (I)
MPUDCL

[ANNEXURE - 15]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 2143

Bhopal Dated 20/3/2023

To

Project Manager
Project Implementation Unit
Ujjain

Sub: - Nemawar Sewerage Project

Ref: -
1. LOA No. PMU/ENGG/2017/2828 Bhopal, Dated 27.12.2017 (Nemawar)
2. This office letter no. PMU/ENGG/2022/708 Bhopal Dated 25.01.2022
3. This office letter no. PMU/VN/2021/3228 Bhopal Dated 11.04.2022
4. This office letter no. PMU/VN/2021/4224 Bhopal Dated 12.05.2022
5. This office letter no. PMU/VN/2022/714 Bhopal Dated 27.01.2023
6. Contractor's letter no. N-211 dated 06.02.2023
7. This office letter no. PMU/VN/2023/1356 Dated 20.02.2023
8. This office letter no. PMU/VN/2023/1782 Dated 06.03.2023

With reference to above subject cited above and in light of the various letters/notices (referred above) issued to the contractor M/s Annu Infra Pvt. Limited and in view of expiring of its extended time period on 31.03.2023, please check and report about the current status of works at site and the progress of works achieved by the contractor in the last one month period.

If significant progress of works as desired at site is not observed in works and deployment of resources at site are not satisfactory as per requirement then please recommend the action for blacklisting of the contractor.

15.3.2023
(P.C.Jain)
Dy.Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2023/ 2144

Bhopal Dated 20/3/23

Copy to:
1. Engineer-In-Chief, MPDUCL Bhopal for information and necessary action.
2. T.L PMC Lexus, for information and necessary action please.
3. Contractor M/S Annu Infra Construct India Pvt. Ltd for information & necessary action.

15.3.2023
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-16]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5426 **Bhopal Dated:** 27/6/23

Minutes of Meeting

A hearing blacklisting review meeting was held on dated 13.06.2023 to review the progress for sewerage project of Nemawar running under vishesh Nidhi under the chairmanship of Dy. Project Director (T).
Following officials were present in the meeting.

By E-mail SPEEDPOST

MPUDC
1. **Mrs. Ritu Mishra - Law Officer**

PMC
2. **Mr. S.H. Khan - Team Leader, PMC Lexus**
3. **Mr. Mahendra Singh Raghuvanshi - ACM PMC Lexus**
4. **Mrs. Shikha Raje - Field Engineer**

Contractor
1. **Mr. Rajan Singh - M/s Annu Infra Pvt. Ltd.**
2. **Mr. Vishwajeet Srivastav - M/s Annu Infra Pvt. Ltd.**
3. **Mr. Tulsi Ram Yadav - M/s Annu Infra Pvt. Ltd.**

The details of review Meeting are as follows:-

1. DPD (T) had told regarding the progress of work and non commitment of compliances with ref to revised Nov 2022 work program Engineer-In-Chief review meeting dated 16.04.2023, MD review meeting dated 17.05.2023. The physical progress is 51% and financial progress is 36% against the committed physical & financial target 100%. It had also been told that still drawing design VENDOR, GAD, QAP are not submitted fully. It was also asserted that still out of 13.68 Km laid line, only 11.79 km line had been laid, in IPS-1 only raft was done in IPS-2 civil work was also not in progress from many months, MPS civil work only 10% completed and STP only 46% civil work and E &M equipment neither procured nor installed. The above situation stand from last about one year.

The contractor has pleaded on point and told regarding land finalization, variation and agreement etc & he had also added that inspite of above he is committed to do the work and need time to complete work up to Dec 2023. DPD (T) had told that contractor has remained failed on commitment given & during last one year there is no appreciable progress even on dated 12.06.2023 as per daily progress report received, the deployment of manpower was only 5 and no work on IPS-1, IPS-2, MPS & Sewerage network was running and told that with this speed the work can never be completed.

It was directed to contractor to deploy the manpower on all components and manage necessary machineries, material on all components i.e. IPS-1, 2 MPS, STP & Sewerage network and give min 10% progress in a month, place order of DI pipe within 7 days and procure pipe within one month and submit micro planning of balance work to complete upto 30.09.2023 within 3 days other wise action of blacklisting shall be taken.

26.6.2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5427 Bhopal Dated: 27/6/23

Copy to:

1. Managing Director MPUDC Bhopal for information.
2. Engineer-In-Chief, MPUDCL Bhopal for information
3. PM, PIU - Ujjain for information and necessary action & to monitor.
4. T. L. PMC Lexus, for information and monitor the progress of work and Manpower/Machinery deployed at site as per target
5. M/s. Annu Infra Pvt. Ltd for information & immediate compliance.
6. Steno.

26-6-2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-17]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5504 Bhopal Dated: 26/06/23

Minutes of Meeting (17.05.2023)

A Progress review meeting of Sewerage Projects under Vishesh Nidhi was held on 17.05.2023 at 4:30 PM under the Chairmanship of Managing Director, MPUDC Cum Commissioner, UADD.

The List of attendees is enclosed at Annexure-1

1. **Mandleshwar Sewerage Project:-**

Engineer-In-Chief as well as DPD (T) appraised the progress of the work in the Project & told that the contract was terminated on dated 19.01.2022 & at that time the overall progress was 21%. After that on the request of contractor, he was allowed up to Dec 2022 to continue the work with certain milestone to give progress about 7% per months & which was reviewed time to time at different levels but contractor had achieved overall progress 48% only till Dec 2022 against 100% i.e. @ 2.5% per month. He had again given the time further but so far he had achieved progress only 51% i.e. 3% in three months which is very poor & with this speed contractor can not complete the work & told that further time should not be given. It was also told that still over all drawing design documents not submitted.

Contractor replied that it is correct that he could not deploy sufficient manpower after Holi but before that manpower was deployed and again committed to complete the work upto 30th Oct 2023 by putting maximum deployment of manpower resources.

Managing Director had shown the resentment over the progress of work and instructed to give the revised work plan upto 19th May 2023 and submit all design drawings and documents upto 31st May 2023. It was also instructed to give min 5% Physical progress in 15 days & complete the work upto 30th Oct as per your committed time. It was also instructed to complete the entire KAYAKALP ABHIYAN Road sewerage network as well as HSC and their work upto 28th May 2023. It was also instructed that progress shall again be reviewed after 15 days and if required progress not given then no further time shall be allowed.

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Urban Development and Housing Department
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2. Nemawar Sewerage Project:-

E-In-C & DPD (T) apprised the progress of the work & told that the initial schedule time of completion was 07.01.2020 but on the request of contractor the time extension given many times & last time upto 31.03.2023 & upto 31.03.2023 contractor had achieved only 50% progress against overall completion & in last 4 months no progress had been achieved. It was also told that first notice for blacklisting was given on dated 25.01.2022 when the progress was 40% & then in hearing he had committed to expedite the progress but in 2nd blacklisting letter on 29.01.2022 (after one year) contractor had achieved the overall progress 50% i.e. 10% in an year.

The contractor was asked for not achieving the progress as committed by him in previous meetings. Presently overall progress is only 50% which is totally lagging behind the committed target. Contractor was also asked for not executing the work at all front even through all fronts are clear and also not procured DI pipes & other equipments.

Contractor's representative replied that cost of DI pipes has increased so we are unable to purchase due to cost increase and requested for considering the recent market rates of DI pipes.

It was instructed to contractor to start the work at all fronts by increasing the labours minimum 100 and purchage DI pipes & other equipments soon and also to submit design/drawings QAP etc of Mechanical/Electrical equipments. It was also told to the contractor that the rates in VAC has been considered as per tender agreement clauses. It was also instructed to complete the work in totally upto 30.09.2023 and give progress minimum 5% within 15 days otherwise action for termination of contract will be initiated. It was also directed to submit work programme within two days. The progress will be reviewed after 15 days.

3. **Omkareshwar Sewerage Project :-**

DPD(T) told that time extension was given upto 30.06.2023 to complete the work but work of Nagarghat IPS is in initial stage, it is required to speed up. PM PIU Khargone told that mostly Mechanical, Electrical equipments of STPs had procured at site & only blower is remaining. Execution work at all fronts are in progress.

The contractor was instructed to increase the labours & speed up all works & to complete the work upto July 2023. It was told by project Manager PIU that 4 old

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Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
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STPs have been handed over by Nagar Palika to contractor & now it is required to prepare improvement plan of these STPs, if required to add in the project. The contractor was instructed to achieve minimum 10% progress within one month & submit the work programme accordingly. The Progress will be reviewed after 15 days.

4. **Chitrakoot Sewerage Project :-**

DPD (T) told that work progress is slight slow and it is required to increase the progress. The contractor was instructed to deploy more labours, machineries and start the work at all fronts and achieve minimum 3% progress per month positively and also complete the work if Kayakalp roads immediately. The contractor has committed to achieve this progress and will start the works at all fronts. The progress will be reviewed after 15 days.

5. **Dindori Sewerage Project:-**

DPD (T) told that the stipulated date of completion of this project is September 2023 but till date the progress is only 17%. E-In-C told that a case has been filed in NGT regarding the pollution in Narmada River due to untreated sewage coming in Narmada river from town, hence it is necessary to achieve more progress & complete the work in time. Contractor was asked regarding slow progress of work. Contractor replied that the work has started on IPS-1, IPS-2, Network & STP & maximum progress will be achieved upto next month.

It was instructed to contractor to start the work at all fronts and increase the progress by deploying more manpower & machineries and should achieve minimum 5% progress within 15 days accordingly work programme should be submitted. The progress will be reviewed after 15 days.

The contractor has committed for deploying more manpower & machineries and 5% progress will be achieved as instructed within 15 days. It was also instructed to complete the entire KAYAKALP road within 7 days.

6. **Amarkantak Sewerage Project:-**

DPD (T) told that the progress of work is very slow, only 11% in 9 months, date of completion of work is 16.08.2023, then how it is possible to complete the work in time.

PM, PIU shahdol told that procurement order for Electrical & Mechanical equipments has been placed but it requires to make progress in HSC by increasing the manpower.

Contractor committed that work will be completed within 3 months he will increase the manpower & machineries to achieve the progress.

Contractor was instructed for deploying more manpower & machineries and achieve minimum 5% progress within 15 days and submit the work programme accordingly. The progress will be reviewed after 15 days.

7. Nasrullaganj Sewerage Project

DPD (T) had asserted that the date of the agreement was 04.09.2018 and scheduled date of completion was 03.09.2020 and till this time MPUDC had given four time extension i.e. upto 31.08.2023 and so far only 58% of the physical progress was achieved against 95% to be achieved till 30.04.2023 as per revised work program.

DPD (T) brief the progress of project, that out of 33 kayakalp road, 4 Nos of "kayakalp road" in ward no. 3, 7, 9, 10 is balance. Managing Director instructed to contractor to complete the remaining 4 kayakalp road in next 5 days & balance within a month.

Managing Director instructed to achieve min 5 % of progress in next 15 days and same will be reviewed after 15 days. It was told that as per self committed plan of contractor project completion date is 31-8-23, Managing Director has instructed to complete the overall project work up to date31-8-2023. Mr Anuj Balan assured to complete the project work upto dated 31-8-2023. PM, PIU (in charge) Bhopal told that about 76 labours is deployed presently, but it is not sufficient to achieve the target. Managing Director instructed to contractor to ensure that 200 Nos of labour up to dated 22-05-2023 & expedite the work.

8. Maheshwar Sewerage Project

DPD (T) had asserted that the date of the agreement was 01.10.2018 and scheduled date of completion was 30.09.2020 and till this time four-time extension i.e.up to 30.06.2023 had been given and so far only 47% of the physical progress was achieved against 87% to be achieved till 30.04.2023 as per revised program.

DPD (T) has briefed the progress of the project that mainly STP work is very poor and presently 09 nos. of labour is deployed at STP site out of total 44 nos. labour are deployed at overall project site. There is 4 Kayakalp road, where HSC work is balance, in ward no. 5 Jaystambh to Kalidas road maximum 150 HSC is balance. Managing Director instructed to contractor to complete the balance work in next 5 days. PM, PIU told that the issue related to Jaystambh to Kalidas road, he has contacted to Nagarpallika President and CMO, and this work will be completed within 1.5 to 2 month. Managing Director has instructed that all remaining roads should be completed within 5 days. He also instructed to contractor to deploy minimum 50 labour from Saturdayi.e. from 20-05-2023 on STP. As per 5th time limit

extension the date of completion is 30-06-2023, But contractor has told to complete the work upto 30th September 2023. Managing Director has instructed to contractor to complete the work anyhow upto 15 August 2023 even working in night shift work at STP site. Managing Director has instructed to submit therevisedwork program up to date 19-05-2023. Managing Directoralso instructed to contractor to achieve min 5 % progress of STP work within 15 days, and after 15 days progress will be reviewed. Engineer in chief stated that Maheshwar town is pilgrim centre and of historical importance hence contractor should expedite the work and complete the project upto 15th August 2023.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/5505

Bhopal Dated: ..28/06/23

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Rewa
8. Project Manager, Project Implementation Unit, Shahdol.
9. Team Leader, PMC, Lexus/ STC
10. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
11. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
12. M/s Engineering & Professional Co. Pvt. Ltd.
13. M/s Annu Infra construct Pvt. Ltd.
14. M.s J.M Ramani Co & Pvt. Ltd.
15. M/s Janak N Pancahal & Joy Builders Co. Pvt. Ltd. (Virtually)
16. M/s J.M Vaghasiya Pvt. Ltd
17. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Annexure- 1

Contract Review meeting held on 17.05.2023

List of Participants:

1. Mr. Deepak Ratnawat, Engineer-In-Chief, MPUDCL, Bhopal
2. Mr. P.C. Jain, Dy. Project Director(T), MPUDCL, Bhopal
3. Mr. A.K Nanda, PM, PIU Jabalpur (Virtually)
4. Mr. Rahil Gupta, DPM, PM, PIU Bhopal (Virtually)
5. Mr. Rajendra Solanki, PM, PIU Khargone (Virtually)
6. Mr. Santosh Shrivastav, PM, PIU, Ujjain (Virtually)
7. Mr. Amar Khare, PM, PIU, Rewa (Virtually)
8. Mr. Pawan Jain, PM, PIU, Shahdol (Virtually)
9. Mr. Ganesh Chandra Agrawal, T.L PMC, Lexus
10. Mr. Mahendra Raghwanshi, ACM, PMC Lexus
11. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
12. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
13. Mr. Rajesh Jain, from M/s Engineering & Professional Co. Pvt. Ltd. (Virtually)
14. Mr. Rajan Sharma fromM/s Annu Infra construct Pvt. Ltd. (Virtually)
15. Mr. J.M Ramani from M/s J.M Ramani Co. & Pvt. Ltd. (Virtually)
16. Mr. Karan Patel from M/s Janak N Panchal & Joy Builders Co. Pvt. Ltd. (Virtually)
17. Mr. J.M Vaghasiya from M/s J.M Vaghasiya Pvt. Ltd. (Virtually)
18. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project (Virtually)

[ANNEXURE-18]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 6379 **Bhopal Dated:** 25/07/2023

Minutes of Meeting (08.07.2023)

A review meeting was held on dated 08.07.2023 to review the progress for the Sewerage Projects of the towns which are on the bank of Narmada River under the chairmanship of Managing Director, MPUDCL Bhopal.

1. **Budhni Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) was told that proper treatment plan for ward no. 5 & 15 is still not submitted balance connections also to be done by the contractor. It was also told that contractor shall have to deploy appropriate staff for as per agreement to run the sewerage network as well as plant.
   Contractor replied that he will submit the desired treatment plan for ward no. 5 & 15 within 3-4 days and do connection as per norms.
   Managing Director directed to contractor to complete the all works within one month positively. So that O &M work in totality can be started.

2. **Mandleshwar Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) had expressed the displeasure on the project's very slow progress, the current physical progress of project is 52.64%, on termination date i.e. 19th Jan 2022 the project progress was 21% and upto last review meeting on 17.05.2023 the progress was 51% only i.e. 1.64% progress achieved from 17.05.2023. Manpower deployment was also very less on site i.e. 15 against the minimum requirement of 100 manpower.

   Contractor replied that he has achieved 5% in last 15 days, T.I. PMC was told that we have already visited the site on 24.06.2023, no progress was observed.

   MD sir instructed to contractor to expedite the progress of work & achieve the committed progress within 7 days, otherwise order of termination of contract which is already issued will be implemented.

3. **Omkareshwar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that work on all fronts are in progress but more manpower is required to complete the work. It is not possible to complete the work upto 31.07.2023 with present deployment of manpower & peak of work.
   Contractor was replied that the work on all fronts are in progress, all electrical & mechanical equipments have been procured, installation work is in progress and all works will be completed within 2 months.
   It was instructed to contractor to increase manpower & complete the work soon, because it is already committed by contractor to complete work upto 31st July

4. **Nemawar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that the work progress is extremely very slow, only 15 Manpower has deployed on site, work is in progress only on STP site not on all fronts. T.I., PMC & PM, PIU was told that no work on IPS-2 in running since last 6 months & on IPS-1 only PCC work was done, in MPS 1st raft casted and Work in Kayakalp roads was

also balance. Contractor told that they have started the procurement DI pipe of 2km. length, and assured to complete the work by deploying more manpower, material & machineries by Dec 2023.

Managing Director instructed MPUDC contractor to expedite the progress of work & deployed minimum 100 manpower to achieve progress It was also instructed to issue the last notice as per norms and give time for 7 days to expedite the work & see progress otherwise terminate the contract.

5. **Dindori Sewerage Project :- (Vishesh Nidhi)**

E-in-C was asked to PM, PIU Jabalpur regarding progress of work. PM told that progress is very slow only 34 manpower deployed against requirement of minimum 100. DPD (T) told that Hydro testing is totally balance, Road Restoration is also not completed, & overall work progress is only 22% so work can not be completed upto 30.09.2023 (Stipulated date of completion).

Contractor replied that work is in progress on all fronts & contractor assured to increase manpower & achieve the progress and complete in time.

It was instructed to contractor to expedite the progress of work & increase progress by deploying more manpower, machineries, and material mobilization.

6. **Amarkantak Sewerage Project :- (Vishesh Nidhi)**

E-in-C & DPD (T) was told that the work progress is very slow & about two months are remaining in scheduled date of completion (16.08.2023). It was also told that in order to complete the work contractor shall have to deploy min 100 manpower, to arrange all electrical, mechanical, instrumentation & electrical material and to finalize the layout & submit for approval of electrical line.
It was instructed to contractor to increase the manpower minimum 100 & machineries and increase progress, also submit component wise micro planning for completion of work in all respect within three days.

7. **Nasrullaganj (Bhairunda) Sewerage project (WB Project)**

a. Detailed information about the progress of the project works was given by DPD (T). He informed that the physical progress of works is 63.5%and financial58% achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 21.5% and The Deputy Project Director (Technical) was given detailed components wise progress of the project works.

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra.Project Manager PIU brought to know the reasons for the lack of progress, Project Manager PIU stated that the progress continued to fall due to non-deployment of sufficient labour, i.e.,73 against required 250, Material and machinery as required by the contractor and the pace of work of HSC is very slow. The work of Kaya-Kalp Road is also pending

c. Managing Director MPUDC instructed the contractor and PM PIU to complete all the remaining works on Kayakalp Road within seven days and increase the manpower and all other resources for hydro testing and HSC work, and STP and IPS work and to the complete all the physical work up to 31st August 2023 as committed to WB and also directed to E-in C to givenotice to contractor as performs and agreement for increasing the man power and other resources and if

they do not give proper progress then necessary action as per agreement should be taken.

8. **Maheshwar Sewerage project(WB Project)**

a. Detailed information about the progress of the project works was brief by DPD(T). He informed that the physical progress of works is 47% and financial 21% is achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 28% and The Deputy Project Director (Technical) explained in detail about the component wise progress of the project and informed that the progress of the project is not at all satisfactory.DPD(T) also inform to MD that contractor not provided require manpower and not given committed progress, only 15 labors deployed at site while requirement is about 200. With this speed and man power deployment it shall be difficult to complete the work even up to demanded time 31.03.2024 which shall not possible because closure of WB project is up to 31st Dec. 2023

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra. and MD, instructed to PIU sought to reasons for the lack of progress. Project Manager PIU informed that the progress not achieved due to non-deployment of sufficient labour, Material and machinery as required by the contractor.

c. PM PIU informed to MD MPUDC that the contractor has not deployed sufficient manpower at the site. The contractor has deployed only 15 manpower against required about 200. The work of Kaya-Kalp Road is also pending.

d. Managing Director MPUDC instructed to E-in -C to issued final notice to the contractor for termination of contract as per agreement and if contractor not achieve the progress, then take action of termination as per agreement. It was also instructed to contractors as wellas PIU to complete all the remaining works of Kaya-kalp Road within seven days.

9. **Bhedaghat Sewerage project (WB Project)**

a. Detailed information about the progress of the project works was given by DPD(T). He informed that the physical progress of works is 95 % and financial 88 %. DPD (T) also inform that still few HSC work SCADA, electrical work to be done. It was also told that contractor shall have to give the sludge disposal plan &reuse plan and also to set up the grievance redressalmechanism as per agreement. Theelectrical work is to be doneand drawing design to be submit for some left out area by the contractor, because as per agreement contractor is required to cover 100% municipal area.

b. The Managing Director of MPUDC asked PM PIU about the project status . to which PM PIU informed that only 20 laborers were engaged by the contractor whereas they required 100 laborers to complete in time. HSC work is also going on at a slow pace, as against 1084 connections, only 897 connections have been made. The all-electrical and SCADAworkis also Pending. The work Kaya Kalp roads has been completed.

c. Contractor raised the issueregarding approval of QAP for transformer and payment of retaining wall, then DPD (T) asked TL PMC-II about the issues and asked what is the status. TL informed, QAP approval has been withhold due to non-submission of VETTED design of transformer by the contractor and the

retaining wall was also returned to the contractor for resubmission by comparing it with previous site because as per agreement it is a part of a work.

d. Managing Director MPUDC instructed to the contractor and PIU to submit the all-related document within two days and increase the manpower for the remaining works and complete the project by July 31st 2023. It was also directed to submit the compliances of all left out area in order to cover 100% area of municipal council immediately.

10. Package 2F (Anjad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.
- The Chair shows his extreme displeasure towards the delay in hydro testing of laid pipelines and constructed manholes by the Contractor. It was instructed to the Contractor's representative to carry out hydro testing of the laid pipe and constructed manhole by deploying required manpower and machinery on top priority.
- It was informed by the Contractor that the trial run of Anjad Sewerage Schemewill commenceby31.07.2023. In this regard, it was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Anjad Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The Contractor was also instructed for the submission of variation regarding saving immediately.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 30.09.2023.

11. Package 2G (Barwaha):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed the Contractor to deploy more nos. of manpower, materials, and machinery on all the available fronts simultaneously.
- It was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Barwaha Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme. It was informed by the Chief Engineer, MPUDC, Bhopal that despite a letter from the MD, MPUDC, Bhopal the CMO, Nagar Parishad, Barwaha is failed to pay the remaining due to the MPPKVVCL and due to the same MPPKVVCL is not providing the new connections at IPS, MPS & STP. The above matter was discussed at length and finally, it was decided that the MPUDC will pay the remaining due of Nagar Parishad, Barwaha to MPPKVVCL as a loan to Nagar Parishad, Barwaha after the approval of the proposal by MD, MPUDC, Bhopal so that the work will not be suffered due to the above reason.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.12.2023.

12. Package 2H (Sanawad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, instructed to the Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC HDPE pipes, Manhole Frame and Cover, etc. at the site.
- It was informed by the Contractor's representative that they will complete the work up to GL at all the components of STP at the end of July-2023.
- It was also instructed to the Contractor's representative that looking to the deadline of Phase-I load period maximum work under the above package to be completed by December-2023 so that the same can be claimed under Phase-I.
- It was instructed to the Contractor's representative for the submission of remaining designs & drawings as well as delay analysis as of now so that the delay attributable to the Employer and the Contractor will be finalized.

13. Package 5G (Saikheda):

- In the review meeting contractor representative has committed tocommence the trial run before 31st July 2023
- It was instructed by Chief Engineer to contractor to ensure the trial run work should commence before given time.

14. Hoshangabad Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project, & told that the work Order for this project had been issued to contractor on dated 12.05.2023 to M/s Bhugan Infracon Ltd Ahemdabad. Contractor has mobilised the staff and procument started. Laying of pipe line on kayakalp road has been done of 138m length of network Managing Director had directed to contractor to expedite the work & complete kayakalp road within one month.

15. Narsinghpur Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. It was told Kayakalp Abhiyan construction of 3 No of manholes was still pending. The contractor (M/s Bhugan) has committed to complete all the works by 15th July 2023.
M/s Bhugan has committed to complete all the Design-Build (DB) phase works by Dec 2023.

16. Mandla Sewerage Project (KfW):-

The DPD (T) briefed the chair about current status of project. It was told by DPDT that in order to complete the work in time contractor shall have to deploy min 500 manpower while still deployed 135 and to submit balance drawing, design & document within 15 days. In Kayakalp Abhiyan it was also told that 100m sewage network was still pending which need to be expedited. The Hydrotesting for RCC pipes not done so far by the contractor which need to expedite Manpower for House connection works needs to be increased and property surveys have to be done in parallel. Managing Director had instructed to contractor to increase the manpower & submit the balance drawing and design within 15 days & complete the work in time.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/ Bhopal Dated: .....

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Shahdol.
8. Team Leader, PMC, World Bank/kfw/Vishesh Nidhi/ADB/ADB (AF) for information and to attend
9. M/s Engineering & Professional Co. Pvt. Ltd.
10. M/s Annu Infra construct Pvt. Ltd.
11. M.s J.M Ramani Co & Pvt. Ltd.
12. M/s J.M Vaghasiya Pvt. Ltd
13. P. Das Infrastructure Pvt. Ltd., Yogi Construction Co. JV. for information and compliance.
14. Abegoa Agua SA in JV with m/s Bhugan Infra for information and compliance.
15. M/s Darshil Buidcon
16. M/s Bhugan Infracon Ltd. Ahemdabad
17. M/s Jai Varudi Infracon Pvt. Ltd Ahemadabad.
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

[ANNEXURE-19]

Construction of Sewerage Project at Nemawar

For construction of sewerage Project at Nemawar, MPUDC had called tender & allotted to M/s Annu Infra construct (India) Pvt. Ltd, New Delhi on dated 27.12.2017 and agreement was executed on 08.01.2018. Twenty four months (i.e. upto 07.01.2020) time was given to complete the work.

Following are the status of progress the work.

S.No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	13.68 Km	11.79 Km
2	House Service connections	1800 nos	1226 Nos (upto property line)
3	Road Restoration	11.79 Km	11.79 Km
4	STP (1 MLD)	1 Job	50% (Civil work)
5	IPS-I	1 Job	10% (Civil work)
6	IPS-2	1 Job	30% (Civil work)
7	MPS	1 Job	15% (Civil work)
Overall all Physical Progress			52%
Overall all Financial Progress			36%

Reason for delay in completion of work is mainly due to very slow progress of contractor and change in location of STP due to problem of flood had come in August 2020 and accordingly the new STP site was finalized and land was allotted on 16.07.2021. [Annexure-20] Expected time to complete this project is 30.06.2024.

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE-20]
ANNEXURE - I

राजस्व आदेश-पत्र अनुवृत्ति-पत्र

प्रकरण कमांक 0001/अ-19(3)/2021-22

(1)	(2)	(3)
	प्रकरण तहसीलदार खातेगांव की ओर से जांच उपरांत प्रतिवेदन सहित अनुविभागीय अधिकारी (राजस्व) खातेगांव के माध्यम से प्राप्त। प्रकरण का परीक्षण किया गया। आदेशिका दिनांक 06.04.2021 अनुसार ग्राम बेमावर, पटवारी हल्का कमांक 63 स्थित शासकीय भूमि खसरे कमांक 08 रकबा 8.000 हे. में से 1.000 हे भूमि, जो प्रकरण के संलग्न पटवारी रकबा ट्रेस में लाल स्याही से चिन्हांकित है, रिसरेज ट्रिटमेन्ट प्लान्ट निर्माण हेतु 1 रुपए मात्र प्रतिवर्ष भू-भाटक पर राजस्व पुस्तक परिपत्र खण्ड 4, कमांक 1, की कंडिका 36 एवं समय-समय पर शासकीय योजनाओं के अंतर्गत शासन परिपत्रों के अनुसार स्थानीय निकायों को भूमि का आरक्षण/अंतरण के प्रावधानों के अंतर्गत सिवरेज ट्रिटमेन्ट प्लान्ट निर्माण हेतु आरक्षित की जाकर राजस्व अभिलेख के कॉलम बमबर 12 में मध्यप्रदेश शासन, नगरीय प्रशासन एवं विकास विभाग को उक्त प्रयोजन के लिये स्वतंत्र रूप से उपयोग की स्वीकृति प्रदान की जाती है। उक्त आरक्षित भूमि के राजस्व अभिलेख के कॉलम बमबर 12 में उद्योग विभाग दर्ज होने के कारण उद्योग विभाग की सहमति नहीं होने से तहसीलदार खातेगांव के प्रतिवेदन दिनांक 12.07.2021 एवं अनुविभागीय अधिकारी(राजस्व) खातेगांव के प्रतिवेदन दिनांक 14.07.2021 से सहमत होते हुए उक्त आरक्षित भूमि के स्थान पर भूमि खसरे कमांक 7, रकबा 4.47 है. मद चरवोई जो प्रकरण के संलग्न तहसीलदार प्रतिवेदन तथा हल्का पटवारी की रिपोर्ट में स्थित बताई गयी है तथा संलग्न रकबा ट्रेस में लाल स्याही से चिन्हांकित है, में से 2450 वर्गमीटर भूमि रिसरेज ट्रिटमेन्ट प्लान्ट निर्माण हेतु 1 रुपए मात्र प्रतिवर्ष भू-भाटक पर राजस्व पुस्तक परिपत्र खण्ड 4, कमांक 1, की कंडिका 36 एवं समय-समय पर शासकीय योजनाओं के अंतर्गत शासन परिपत्रों के अनुसार स्थानीय निकायों को भूमि का आरक्षण/ अंतरण के प्रावधानों के अंतर्गत सिवरेज ट्रिटमेन्ट प्लान्ट निर्माण हेतु आरक्षित की जाकर राजस्व अभिलेख के कालम बमबर 12 में मध्यप्रदेश शासन, नगरीय प्रशासन एवं विकास विभाग को उक्त प्रयोजन के लिये स्वतंत्र रूप से उपयोग की स्वीकृति प्रदान की जाती है। यदि इस भूमि का उपयोग आदेश दिनांक से 05 माह की समयावधि में नहीं किया गया तो उक्त भूमि स्वतः पूर्वानुसार उसी मद में परिवर्तित हो जावेगी। यह आदेश विधिपत भूमि आरक्षण/अंतरण के निर्णय और शर्तों के अध्यधीन होगा। प्रकरण तहसीलदार खातेगांव को इन निर्देशों के साथ प्रेषित किया जाता है कि वे नियमानुसार राजस्व अभिलेख में अमल दरामद उपरान्त मूल प्रकरण इस न्यायालय को लौटाएं। उपखण्ड अधिकारी, जिला देवास (म.प्र.) प्रति, तहसीलदार, खातेगांव,	

Annexure R-9 (Colly.)

Omkareshwar Sewerage Project at Omkareshwar

Sr. no	Date	Details of actions taken for the work
1	2	3
1	04.06.2018	The work of Omkareshwar Sewerage Project was awarded to M/s J.M Vaghasiya vide LOA No. PMU/ENGG/2018/2497 Bhopal dated 04.06.2018. Time allowed for complete the work is 24 months from the date of signing the contract agreement. [Annexure-1]
2	12.06.2018	Contract agreement was signed on 12.06.2018. Hence time allowed to complete the work upto 12.06.2020 [Annexure-2]
3	29.08.2019	Letter regarding Slow progress vide no. MPUDCL/PMU/2019/6384 Bhopal Dated 29.08.2019 [Annexure-3]
4	26.09.2018	Notice for termination of contract vide letter no. PMU/ENGG/VN/2018/4685 Bhopal dated 26.09.2018 [Annexure-4]
5	01.06.2020	Pending design & drawings vide letter no. PMU/ENGG/VN/2020/3210 Bhopal dated 01.06.2020 [Annexure-5]
6	14.08.2020	Letter Slow progress vide letter no. PMU/ VN/2020/5349 Bhopal dated 14.08.2020 [Annexure-6]
7	31.12.2020	Minutes of Meeting vide letter no. PMU/VN/2020/9751 Bhopal dated 31.12.2020 [Annexure-7]
8	10.08.2021	Letter regarding progress is not satisfactory vide letter no. PIU/Khargone/15/2021/1448 Khargone dated 10.08.2021[Annexure-8]
9	23.08.2021	Letter regarding slow progress of work vide no. PMU/VN/2021/7468 Dated 23.08.2021 [Annexure-9]
10	10.03.2022	Show cause notice for Blacklisting vide no. PMU/ENGG/2022/2203 Bhopal Dated 10.03.2022 [Annexure-10]
11	05.04.2022	Hearing scheduled due to slow progress vide no. PMU/VN/2021/3005 Bhopal dated 05.04.2022 [Annexure-11]
12	12.04.2022	Hearing regarding show cause notice for blacklisting vide no. PMU/VN/2022/3252 Bhopal dated 12.04.2022 [Annexure-12]
13	10.05.2022	Negligence and slow progress of work vide no. PMU/VN/2021/4089 Bhopal dated 10.05.2022 [Annexure-13]
14	17.10.2022	Minutes of Meeting vide no. PMU/VN/2022/8852 Bhopal dated 17.10.2022 [Annexure-14]
15	07.12.2022	Letter regarding commitments progress vide no. PMU/VN/2022/10428 Bhopal dated 07.12.2022 [Annexure-15]

Omkareshwar Sewerage Project at Omkareshwar

16	09.01.2023	Inspection note vide no. PMU/VN/2023/209 Bhopal dated 09.01.2023 [Annexure-16]
17	06.02.2023	Letter regarding Non fulfillment vide no. PMU/VN/2023/929 Bhopal dated 06.02.2023 [Annexure-17]
18	05.04.2023	Minutes of meeting vide no. PMU/VN/2023 Bhopal dated 05.04.2023 [Annexure-18]
19	24.04.2023	Letter regarding slippage in progress of self committed targets of Physical & Financial progress vide no. PMU/VN/2023/3237 Bhopal dated 24.04.2023 [Annexure-19]
20	17.05.2023	It was instructed to contractor to increase progress by Managing Director MPUDCL in review meeting dated 17.05.2023, Letter issued vide no. PMU/VN/2023/5504 dated 28.06.2023 [Annexure-20]
21	08.07.2023	Review meeting held on 08.07.2023, it was instructed to contractor to increase manpower, machineries & complete the work in time limit letter issued vide no. PMU/VN/2023/6379, Bhopal Dated 25.07.2023 [Annexure-21]
22		Present status of work [Annexure-22]
23		Recent Photographs of the works [Annexure-23]

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP,
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE-1]

-Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No. PMU/ENGG/2018/ २५९२ Bhopal, dated 04/06/2018

To:
M/s J. M. Vaghasiya
516-519, Fifth Floor, Vishala Suprim, Opp.
Torrent Substation, S. P. Ring Road
Nikol, Ahmedabad – 382350 (Gujrat)
Email- jmv1085@gmail.com

Attention: **Mr. Dipak D Mangroliya**

Subject: **Letter of Acceptance of contract for MPUDCL Tender No. 103 – Sewerage Project of Omkareshwar in Khandwa District in Madhya Pradesh.**

Reference: Your bid dated 22-05-2018 for the MPUDCL Tender No. 103

Dear Sir,

We are pleased to notify you that your bid dated 22-05-2018 for the execution of MPUDCL Tender No. 103 – Sewerage Project of Omkareshwar in Khandwa District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the Capital Cost (A) of Rs. 9,28,36,290/- (Rupees Nine Crore Twenty Eight Lakh Thirty Six Thousand Two Hundred and Ninety only), Operation and Maintenance Cost (B) of **Rs. 2,79,39,140/-** (Rupees Two Crore Seventy Nine Lakh Thirty Nine Thousand One Hundred and Forty Only), Power Consumption Cost (C) of **Rs. 4,22,30,721/-** (Four Crore Twenty Two Lakh Thirty Thousand Seven Hundred and Twenty one Only) Thus, total Cost (A+B+C) for the bid is **Rs. 16,30,06,151/-** (Sixteen Crore Thirty Lakh Six Thousand One Hundred and Fifty one only). You are therefore requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

i. Furnish the performance security of **Rs. 46,41,815/-** (Rupees Forty Six Lakh Forty One Thousand Eight Hundred and Fifteen Only) being five 5% of the capital cost of the project, valid up to Defect Liability Period Plus three (03) months in accordance with clause no. 22 of Bid Data Sheet.

Please note that

(i) The time allowed for carrying out the work as entered in the bid is **Twenty Four months-** excluding rainy season, which shall be reckoned from the date of signing the Contract Agreement and

(ii) The performance security/ performance guarantee of **Rs. 35, 08,493/-** (Rupees Thirty five Lakh Eight Thousand Four Hundred and Ninety Three only) being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.

(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (in the prescribed format in the Bid Document)

(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

Engineer-in-Chief
MPUDC

4/6/

8, Arera Hills, Bhopal-462011 ☎ : +91-755-2763000, 61, 62 Fax: +91-755-2763888 Email: mpudc.bpl@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462016

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ANNEXURE - 2

Registration and Stamp Department
Madhya Pradesh

Certificate of Stamp Duty

E-Stamp Details

0101051206201800703 3

25600

Stamp Duty (Rs.) 25000

Municipality Duty (Rs.) 0

0

Upkar Amount (Rs.) 0

Amount(Rs.) 0

NON-JUDICIAL

12/06/2018 14:40:22

Issuer Details prakash lalchandani/SP01054170520150034 9

HO Details SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR BHOPAL

Deed Details

Agreement or Memorandum of an agreement

Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.

E-STAMP FOR AGREEMENT

First Party Details

MP URBAN DEVELOPMENT COMPANY BHOPAL

BHOPAL BHOPAL Madhya Pradesh INDIA

)

Second Party Details

J M VAGHASIYA

AHAMADABAD GUJRAT BHOPAL Madhya Pradesh INDIA

)

AGREEMENT DEED ATTACHED

CONTRACT AGREEMENT

...reement made on the 12th day of June, 2018.

...EEN

...dhya Pradesh Urban Development Company Limited (MPUDC), a Government of Madhya ... undertaking and having its address as: 8, Arera Hills, Bhopal-462011 and represented by its ...eer in Chief (hereinafter "the Employer"), of the one part.

...Vaghasiya, having its address as:, 516-519, Fifth Floor, Vishal Suprim, Opp. Torrent Substation, ...g Road, Nikol, Ahmedabad-382350 (Gujrat) (hereinafter "the Contractor"), of the other part.

...Prakash

(S. C. Bathrani)
Procurement Officer
M.P. Urban Development Company Ltd.
Bhopal (M.P.)

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
Govt. ...

J.M. VAGHASIYA
PAINTING CONTRACTOR

0101051206201800703 3

[ANNEXURE-3]

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank, 8, Arera Hills, Jail Road, Bhopal, M. P., India
Tel: + 91-755-2763060, Email: empdc@gmail.com
(CIN No. U75110MP2015SGC034139)

PMC - WORLD BANK
No. 718
Date 29/8/19

MPUDCL/PMU/2019/6381 Bhopal, Date: 29/8/2019

To,

Shri. Vimal Soni
Project Manager
PIU
Khargone

Subject: **Slow progress in Vishesh Nidhi works.**

You are requested to take note of very slow progress in terms of clearance of drawing and design and execution of various civil works of Omkareshwar and Mandleshwar sewerage schemes. In the case of Omkareshwar, as it can be seen and concluded that no work could not be started till date in respect of pumping station or on any of the STP proposed on both the banks of river Narmada.

The progress in Mandleshwar is also not satisfactory and thereto except laying of some sewage network pipe line work the main component of STP could not be started on account of one or other reason. You are already aware with the fact that the STP land site was got cleared with the encroachment with a great efforts and non-starting of work at the site may again invite undesirable incident/event.

You are therefore instructed to pay your personal attention on both of these two projects and to arrange for clearance of all pending design and drawing and for starting of work on critical front in any case latest by 15/09/2019.

Please report compliance of these instructions.

29/8/19

(M.K. Acharya)
Engineer – in – Chief
M.P. Urban Dev. Co. Ltd.
Bhopal

Endt No: /MPUDCL/PMU/6385 Bhopal, Dated : 29 / 8 /2019

Copy to:

1. Additional Managing Director, M.P. Urban Development Company, for information please.
2. Dy. Project Director (T2) for information
3. Team Leader, Wapcos Limited for information and necessary action.

29/8/19

Engineer in Chief
M.P. Urban Dev. Co. Ltd. Bhopal

Time: 5:10 PM
Date - 29/8/19

ANNEXURE - 84

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2018/4685 Bhopal Dated: 26-9-18

To,

M/s J.M. Vaghasiya
516-519, Fifth Floor, VishalaSuprim, Opp.
Torrent Substation, S.P.Ring Road
Nikol, Ahemdabad-382350 (Gujrat)
Email:jmv1085@gmail.com

Sub.:-Notice for termination of contract for work of Sewerage Project of Omkareshwar Nagar Parishad Dist. Khandwa.
Ref.:- Agreement dated 12.06.2018, Tender no.103 of MPUDCL.

The agreement for above work has been executed on 12.06.2018 as per agreement the work required to be started at site immediately but it has been noticed by the undersigned that in spite of regular persuasion no work has been started at site neither there are any indication for the same.

In view of this you are hereby directed to start the work within next 7 days i.e. 27.09.2018 positively else action as per clause 27 of agreement resulting in termination of contract will be taken. Please note that you will be responsible for the further consequences.

Ple Wpr
25/9
(Engineer-in-Chief)
Madhya Pradesh Urban Development Company Ltd.

CC.

1. Managing Director, MPUDCL& Commissioner, Urban Administration and Development Department, Bhopal.
2. Dy. Project Director (T), MPUDCL, Bhopal.
3. PM, PIU Indore, MPUDC for information.
4. Team Leader PMC, WAPCOS Ltd, for information.

Ple Wpr
(Engineer-in-Chief)

[ANNEXURE – 5]

Madhya Pradesh Urban Development Company Limited Urban Development and Housing Department

Project Management Unit

(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2020/ 3210 Bhopal, Dated: 1/6/2020

To,

M/s J.M. Varghasiya
516 to 519, Fifth Floor, Vishala Suprime,
Sardar Patel Ring Road, Nokal,
Ahmedabad-382350

Name of Work: Survey, Design, Construction and commissioning of Sewerage Network in Omkareshwar Municipal area, District Khandwa.

Sub: Pending design & drawings for Omkareshwar Sewerage Project.

Ref: LOA no.: PMU/ENGG/2018/2497 dated: 04.06.2018

This is in reference to above mention subject. The contract of Omkareshwar Sewerage Project was awarded to you but till date you have failed to submit the complete designs & drawings. A non-exclusive list is given below for you reference:

- Structural design & drawings of sludge drying bed
- Hydraulic GAD & Structure of 0.45 MLD STP
- Hydraulic GAD & Structure of IPS Zone 4
- Structural design & drawing of IPS 1A

In addition to this all the designs which were already approved by this office have not been submitted by you after vetting from Govt. Engineering College in sufficient hard and soft copy as per the agreement.

You are hereby directed to submit the design & drawing of following units and other documents which are the part of contract and required for completion of Project at the earliest. Further delay in submission of design & drawing will attract liquidity damages as pe the agreement.

(V. K. Tiwari) 16/2020
Dy. Project Director (Technical)

No. PMU/ENGG/VN/2020/ 3211 Bhopal, Dated: 1/6/2020

Copy to:

1) The Engineer-In-Chief for Information please.
2) PM, PIU Indore-Khargone, for information and necessary action.
3) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

Dy. Project Director (Technical) 1/6/2020

[ANNEXURE -6]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/ 5349 Bhopal Dated: 14/8/2020

To,

Director
M/s J.M. Varghasiya
516 to 519, Fifth Floor, VishalaSuprime,
Sardar Patel Ring Road, Nokol,
Ahmedabad-382350
Email: jmv1085@gmail.com

Kind Attn.: Mr. Jagdish Vaghasiya

Name of Work:- Survey, Design, Construction and commissioning of Sewerage Network in Omkareshwar Municipal area, District Khandwa.

Subject:- **Slow Progress in Omkareshwar Sewerage Project funded by Visesh Nidhi Sewerage Scheme.**

Ref: LOA vide letter no. PMU/ENGG/2018/2497 dated: 04.06.2018

The work of Omkareshwar Sewerage scheme was awarded on 04.06.2018 as referred above, with time period of 2 years. But the progress of work at site is not at all satisfactory despite constant pursuance. Land for STP & IPS is clear. All design and drawings submitted by you have also been approved. However, till date you have not submitted the design & drawing of STP i.e. Electrical & Mechanical Drawings, QAP, Hydraulic design & drawing 0.45 MLD STP which has caused unnecessary delay at your part.

This poor performance issue has resulted in creating many other problems on the project including delays, disatisfaction of ULB toward your firm, etc. Despite having already expressed our concerns regarding these performance issues, there has not been any attempt on your part to improve your performance on the work front available to you for construction.

The current issues at hand concerning your poor performance include:

1. Land of Sewage Treatment Plant & Intermediate Pumping Station was handed over to you on 27.09.2018. From more than 1.5 year ago it is observed that no work is going on at STP & IPS site. Time period of more than two years has been elapsed till date but you are unable to submit the GAD, structural design and drawing of all components of STP, QAP of all components of STP, internal roads

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

& drains. QAP of pump, electrical and mechanical drawings of STP and all IPSs which has caused unnecessary delay at your part. You are neither taking interest in execution of work at STP & IPS nor in submission of design and drawings. You were reminded various times from PMC and this office vide above referred letter under reference but you have given only false assurance regarding starting the work. You are directed to submit the design and drawings of all components of STP by 20th August, 2020.

2. You have laid 10.5 km of Sewer Network even after constant persuance from PIU, PMC and this office. Also, up to date progress except sewer network is 0% as on 07-08-2020 which is not at all acceptable to us.
3. As per Annexure-O: Details of Milestones, you were bound in all cases, to complete the financial target i.e. 3/4th of the work before 3/4th of such time. You are failed to fulfill your obligations for the same. However, till date your firm has even not completed the laying of Sewer Line where there was no issue. The work carried out in laying of sewer is at very poor pace. It is observed that you had simply wasted precious time available for executing work till date. You are not making any sincere effort in making up of work lagging behind schedule.
4. From the record of resources deployment, correspondence, PIU & PMC office feedback it is clear that you have failed to achieve completion of works in Omkareshwar mainly because of your complete failure for deployment of resources in required proportion of the quantum of works and failure to do work in a continuous sequential manner.

In telephonic discussion held with field staff, it has been informed that no work started at STP & IPS site and no work has been undertaken by your firm since then, even after being aware of the fact that construction activities were permitted from 20th April, 2020 with certain restriction in urban areas under the guidelines on lockdown measures to contain the spread of COVID-19.

Present Status of Works is as per table below:

Date of LOA	04.06.2018	Date of Agreement	04.06.2018
Duration of Contract	730 days	Extended date of completion	12.06.2021
Time elapsed (as on 07-08-2020)	795 days	Percentage time elapsed	72.0%
Physical Progress (Overall)	45.00%	Financial progress	40.19%

As it is clear from above, that the works is extremely lagging behind the schedule, progress is disproportionate & by non achievement of milestone you are in breach of

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

contract[Clause 27 of GCC & Annexure-O] and Owner is entitled to give notice to the contractor stating the nature of the default and requiring the contractor to remedy the same.

You are hereby directed to deploy sufficient resources at project site with immediate effect. If you fail to deploy sufficient resources at site then appropriate action will be taken as per terms of contract document.

(V.K. Tiwari) 14/8/2020
Dy. Project Director, MPUDC

No. PMU/VN/2020/ 5350 Bhopal Dated: 14/8/2020

Copy to:

1) Engineer-in-Chief, MPUDC, for Information please.
2) Finance controller, MPUDC, Bhopal
3) Team Leader, PMC, MPUDP, Bhopal for information and necessary action
4) PM PIU, Khargone for information and to monitor the progress at the site and report to undersigned on weekely.

Dy. Project Director, MPUDC
14/8/2020

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

[ANNEXURE-7]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

क्र. 9751 दि. 31/12/2020

Minutes of Meeting held on 28th December, 2020 for review the progress of Omkareshwar Sewerage projects under Vishesh Nidhi

The review meeting for discussing the project progress and pending issues for Omkareshwar Sewerage Project was held on 28th December, 2020 under the chairmanship of Deputy Project Director(Technical) of MPUDC. The main objective of the review was to get update on the work progress and discussion on pending issues & Design Drawings.

The list of the persons who attended the review meeting is given in Annexure – 1.

The status of the project & decisions taken in the meeting are as under:-

1. **Omkareshwar Sewerage Project:**

- The Physical Progress of the work was 65% and Financial Progress of the work was 55%. It is found that progress report was not satisfactory & very much far behind the work program.
- Contractor was instructed to increase the labour & machinery deployment and starting the works in all fronts (STP, IPS) & complete the work on or before 12.06.2021(extended time period) including commissioning and trial run.
- Contractor was instructed to submit the pending design & drawings along with QAP of electromechanical components within 15days.
- Contractor was instructed to submit the approved design & drawings duly vetted by the Engineering College before 05.01.2021.
- Contractor was instructed to increase the labour deployment and expedite the work progress so that work can be completed within the stipulated time period.
- Contractor is directed to submit revised work program in the form of Bar Chart/CPM/PERT with Micro and Macro detailing.
- Contractor's representative Mr. Rahul Akhre has raised the issue of price break-up for IPS and STP. It has been told that it shall be done as per agreement.
- As contractor has mentioned that as such there is no issue of land and other pending with MPUDC & committed to complete the work in extended time period.

(P. C. Jain)
Dy. Project Director (T)
MPUDC

ANNEXURE - 8

मध्य प्रदेश अर्बन डेवलपमेंट कंपनी लिमिटेड
परियोजना क्रियान्वयन इकाई खरगोन
(नगरीय विकास एवं आवास विभाग म.प्र.शासन)

क्र. पी.आई.यू./खरगोन/15/2021/1448 खरगोन दिनांक :- 10/08/21

प्रति,

मे. जे.एम. वधासीया
सरदार पटेल रिंग रोड निकोल
अहमदाबाद – 382350

विषय – माह दिसंबर 2021 में ओंकारेश्वर सीवरेज परियोजना को पूर्ण किये जाने के संबंध में।

संदर्भ :– 1. मुख्य अभियंता भोपाल का पत्र क्रं. 6575/पी.एम.यू./एम.पी.यू.डी.सी./2021 दिनांक 28.07.2021

———00———

उपरोक्त विषयांतर्गत एवं संदर्भित पत्रानुसार लेख है कि आपके द्वारा विशेष निधि वित्त पोषित MPUSEP पैकेज SF-03 के अंतर्गत ओंकारेश्वर की सीवरेज परियोजना को पूर्ण किए जाने हेतु लक्ष्य निर्धारित किए गए थे जिसके अनुसार सीवरेज परियोजना को माह दिसंबर 2021 तक पूर्ण करना था। परंतु आपके द्वारा संतोषजनक प्रगति नहीं की जा रही है।

अतः निर्धारित लक्ष्य के अनुसार शेष निर्माण कार्य को समय सीमा में पूर्ण करने हेतु माइक्रो प्लानिंग वित्तीय एवं भौतिक प्रगति तैयार कर इस कार्यालय में अतिशीघ्र भेजना सुनिश्चित करें।

संलग्न : उपरोक्तानुसार।

Mr. Shirish
Will a letter to
Contractor.

(राजेन्द्र कुमार मोलिकी)
परियोजना प्रबंधक
म.प्र. अर्बन डेवलपमेंट क.लि.
परियोजना क्रियान्वयन इकाई खरगोन

पृ.क्र. पी.आई.यू./खरगोन/15/2021/1449 खरगोन दिनांक :- 10/08/21

प्रतिलिपि :–

1. प्रमुख अभियंता म.प्र. अर्बन डेवलमेंट कंपनी लि. भोपाल।
2. उप परियोजना संचालक (तकनीकी) म.प्र. अर्बन डेवलमेंट कंपनी लि. भोपाल।
3. टीम लीडर, पी.एम.सी. लेक्सस भोपाल।
4. उप परियोजना प्रबंधक पी.आई.यू. खरगोन।
5. सहायक परियोजना प्रबंधक पी.आई.यू. खरगोन।
6. संबंधित उपयंत्री पी.आई.यू. खरगोन।

6.8.2021
परियोजना प्रबंधक
म.प्र. अर्बन डेवलपमेंट क.लि.
परियोजना क्रियान्वयन इकाई खरगोन

ऑफिस का पता:- भवन क्रमांक 170, विंध्य विहार एम.पी. हाउसिंग सोसायटी सनावद रोड रोड खरगोन 451001
Email ID :-

[ANNEXURE-9]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 7468 **Bhopal Dated:** 23/8/2021

To,

M/S J.M. Vagasia
5th Floor Vishal Supreme opp. Torrent Power
Nikol. Ahmedabad 382350

Sub.:- **Completion of Omkareshwar Sewerage Project by December 2021.**

Ref.:- 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkareshwar)
2. Chief Engineer Bhopal letter No. 6575/PMU/MPUDC/2021 dt. 28.07.2021.
3. PIU, Khargone letter No.1448 dt. 10.08.2021.

As per targets fixed vide above ref.1 Omkareshwar Sewerage Project were to be completed by December 2021.

But looking to the slow progress it seems that you are not willing to complete the project in time.

In view of above you are instructed to send micro planning of physical and financial progress and ensure that all the works are completed in time schedule.

18.8.2021
(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Copy to: 7469 A: 23/8/2021

1. Project Manager PIU, Khargone for information and monitor the progress of work and Manpower/Machinery deployed at site as per target
2. T.L. PMC Lexus, for information and to monitor the progress of work and Manpower/Machinery deployed at site as per target

19.8.2021
Dy. Project Director (T)
MPUDCL, Bhopal

ANNEXURE-10

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034739)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ ..2203 Bhopal, Dated...../01/2022
10/03/2022

To,

The Director,
M/S J.M. Vaghasiya
5th Floor Vishal Supreme opp. Torrent Power
Nikol, Ahmedabad 382350

E-mail Speed Post

Sub: Show Cause Notice for Blacklisting of Omkareshwar Sewerage Project due to Slow Progress.

Ref: 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkaleshwar)
2. Letter no. PMU/VN/2021/10695 Bhopal, Dated 29.11.2021

Your firm had been awarded contract for Sewerage Project of Omkareshwar by MPUDC vide reference made above. The status of progress of the contract is as under:

S. No.	Name of city	Package no.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Up to Progress
1	Omkareshwar	VNSP-07	12.06.2018	11.06.2020	30.06.2022	63%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. It has also been reviewed in the review meeting held on 03.03.2022, under chairmanship of MD, MPUDCL and found that still the progress was not up to mark even when compared with your work plan submitted in Nov 2021.Despite repeated instructions, reminders, review meetings and total cooperation extended to you by PIU, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

CM (VN) 10/3 SE 10.3.2022

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project towns is deprived of access to sanitary facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17-12-2021.

[ANNEXURE -11]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 3005 **Bhopal Dated:** 5/4/2022

To,

The Director,
M/S J.M. Vaghasiya
5th Floor Vishal Supreme opp. Torrent Power
Nikol. Ahmedabad 382350

By Speed post & mail

Sub.:- Hearing scheduled on 11.04.2022 regarding Show Cause Notice for Blacklisting due to slow progress of Sewerage Project of Omkareshwar.

Ref.:- 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkaleshwar)
2. Letter no. PMU/VN/2021/10695 Bhopal, Dated.29.11.2021
3. Letter no. PMU/ENGG/2022/2203 Bhopal, Dated.10.03.2022
4. Your letter no. JM/MPUDC/OMK/22/33 Date. 24.03.2022

Hearing regarding Show Cause Notice for Blacklisting of your firm due to slow progress of Sewerage Project of Omkareshwar has been scheduled on 11.04.2022.

You are hereby directed to attend the hearing on the 11.04.2022 in MPUDC office at 12:00 Noon. Failure to attend the hearing on the scheduled date shall result in taking of the decision regarding blacklisting on the basis of already available records.

You are directed to submit physical progress and financial progress achieved against the committed targets in accordance to the extension granted for the project after mutual consent.

Please note that you are required to furnish above mentioned information on or before 11.04.2022.

5.4.2022
(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

3006 5/4/2022

Copy to:
1. Engineer-in-Chief, MPUDCL, Bhopal for information please.
2. Project Manager, PIU, Khargone for information and necessary action please.
3. Team Leader, PMC, Lexus, Bhopal for information and necessary action please.

5.4.2022
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-12]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 3252 Bhopal Dated: 12/4/2022

Minutes of Meeting

Hearing regarding Show Cause Notice for blacklisting of M/s J.M Vagasiya Firm due to slow progress of Sewerage Project of Omkareshwar was held on 11.04.2022 at 12:00 noon. Mr. P.C Jain DPD (T) MPUDC Bhopal chaired the meeting.

Following officers from PMU and PMC and contractor's representatives were present in the meeting.

From PMU

1. Mr. Shailendra Gupta -- P.O, PMU, MPUDCL

From PMC

1. Mr. Sanjay Ganguly -- Team Leader, PMC, (Lexus)
2. Mr.R.K Bhawsar -- P.O, PMC, (Lexus)

Contractor

1. Mr. Jagdish Vagasiya
2. Mr. Mayank Patel
3. Mr. Rahul Patel

Considering the slow progress of the work, DPD (T) asked the contractor to deploy required labour & machinery & also submit the remaining drawing designs.

It was also instructed to consider the HFL & HGL as per norms of design.

As Contractor replied about the blacklisting notice, hence the points raised by the contractor were also discussed and contractor agreed for the suggestion / directions.

Besides the above, following points were also discussed:-

1. The Contractor has to prepare septage proposal with efficient disposal plan for Zone-5 at the earliest up to Dt. 30.04.2022 and contractors agreed to submit within time line given.
2. Every month project will be reviewed. The contractor has to prepare & submit one month plan and every month tentative physical progress should be planned @ 13-15% of the total works in order to complete the design build work by 30 June, 2022. The contractors agreed with the target.
3. Balance drawing & Design will be submitted up to 25.04.2022 and contractor has agreed for it.
4. Contractor was directed to ask his Design Engineer to discuss with DPD(T) regarding extension of height of IPS/MPS with respect to H.F.L
5. Contractor has to prepare the proposal for existing S.T.P (4 No) for connection & operation maintenance.
6. Contractor raised a point for the rate consideration or variation of his claim in variation of amount in agreement about pro-rata and actual cost.

It was replied that item rates are unchangeable and the rates or amount for job work will be confirmed according to BOQ, pro-rata and then decision will be taken.

11-4-2022

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Copy to: 3253 dt: 12/4/2022

1. Engineer-In-Chief, MPUDCL Bhopal.
2. Project Manager PIU, Khargone for information and necessary action
3. T.L PMC Lexus, for information and monitoring the work as per discussion.
4. M/s J.M Vagasiya Pvt. Ltd

11.4.2022

Dy. Project Director (T)
MPUDCL, Bhopal

[Annex 45E-13]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 4089 Bhopal Dated: 10/05/2022

To,

M/S J.M. Vaghasiya
5th Floor Vishal Supreme opp. Torrent Power
Nikol. Ahmedabad 382350

Sub.:- **Negligence and Slow Progress at the Work of Omkareshwar Sewerage Project.**

Ref.:- 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkaleshwar)
2. Letter no. PMU/ENGG/2022/2203 Bhopal, Dated.10.03.2022
3. Letter no. PMU/VN/2021/3005 Bhopal, Dtaed.05.04.2022
4. Letter no. PMU/ENGG/2022/3563 Dated.25.04.2022

It is observed that your progress of above subjected work is very poor. It was only 63% is physical progress up to 31.03.2022, where as in last one month there is no significant work progress achieved by you.

In fact since the Holi festival to till date i.e. approximately more than 30 days, it is observed that your physical & financial progress is 0% only. This is very regretful to say that despite of all above referred letters and reviews you neglected to take serious consideration towards the work progress. You have failed to submit the remaining drawings & procure the electro mechanical equipments.

In review meeting on 13.04.2022, chaired by P.S. M.P.Govt, it was clearly instructed to complete all the work up to 30.06.2022, but looking into your attitude it looks that you are not sincere about this instructions.

Hence, here you are again requested to achieve the required Physical and Financial Progress of above work including slippage in this month and submit overall design and drawing, vendor GAD & QAP etc. should be 100% completed up to 10.05.2022, otherwise you shall be penalized as per agreement. You are requested to follow your work program for balance work submitted in Nov.21 strictly.

If you fail to do so, then action will be taken as per the agreement clause 27.2 GCC (a), (c), (d), (e).

(Deepak Ratnawat)
Engineer-in-Chief
MPUDCL

Copy to: 4090 10/05/2022

1. Project Manager PIU, Khargone for information and necessary action.
2. T.L PMC Lexus, for information and necessary action.

Engineer-in-Chief
MPUDCL

[Annexure-14]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 8852 Bhopal Dated: 17/10/2022

Minutes of Meeting

A review meeting was held on dated 11.10.2022 to review the Sewerage project of Omkareshwar running under Vishesh Nidhi in the chairmanship of Mr. P.C Jain, Deputy project Director (Tech.)

Following officers from PMU and PMC and contractor's representatives were present in the meeting.

From PMU
1. Mr. Shailendra Gupta -- P.O, PMU, MPUDCL
2. Mr. Dinesh Prajapati - A.P.O, PMU

From PIU
1. Mr. Rajendra Solanki – PM, PIU Kharogne
2. Mrs. Varsha Madam - Sub Engineer, PIU

From PMC
1. Mr. Sanjay Ganguly – Team Leader, PMC, (Lexus)
2. Mr. Mahendra Raghwanshi - ACM, PMC Lexus
3. Mrs. Shikha Raje - Civil Engineer
4. Mr. Ajay Sahu - Field Engineer, Lexus PMC

Contractor
1. Mr. Jagdish Vagasiya
2. Mr. Mayank Patel
3. Mr. Chetan Patel

The discussion was held on the following issues

A. Progress of the work at site DPD (T) has expressed displeasure about the progress of the work, deployment of labour and machinery. It was said that the project must be completed up to March 2023 including one month of trial and Run where as at current the physical progress is only 64 % which has to be improved and minimum 7-8% progress is compulsory. It was also said that the per month billing not be less than 1 cr.
B. Balance drawings and other documents QAP, GAD Vendor approval proposals should be submitted & get approved within next 15 days. Contractor committed that all drawings, design of IPS Screen pump panel for 0.55 MLD STP and the Mechanical, Electrical and instrumentation, technical data sheet, QAP & GAD will be submitted in next 15 days.
C. The details of old structures and its capacity and process should be submitted with proposals.
D. The drawings of Gates should be marked with levels and proper calculation regarding the sizes of Gates opening.
E. For increasing the progress contractor is advised to deploy required manpower and machinery immediately.
F. For Zone-5 providing septic tank or septage Management plant contractor should submit a plan, including effluent disposal or treatment process of sludge.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

G. Contractor should prepare and submit his monthly bill & this shall not be less than 1 cr. to complete the work up to 31.03.2022. The monthly progress will be reviewed to monitor the work progress.
H. Contractor should submit a micro planning for the balance work to be completed in the prescribed time and he should strictly stick up to do the work according to work plan.
I. Contractor has to connect 2400 nos. connections and the contractors committed complete the balance connection upto 30th Nov 2022 in laid line.
J. Contractor was asked to complete the hydro testing of the laid pipe line simultaneously.
K. Contractor has submitted proposal of Reuse plan to MPUDC with due consent of ULB and Balance drawing & Design will be submitted within 15 days and contractor has agreed for it.
L. Contractor has to prepare the proposal for ward no.5 six seater public toilet design drawing will be submitted within 15 days.

DPD (T) had directed contractor to expedite the work and complete it in revised time period by making 7-8% Physical progress per month & min. Rs. 1.0 financial per month.

The meeting was adjourned with vote of thanks

17-4-2022
(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2022/ -8853 Bhopal Dated: 17/10/2022

Copy to:
1. Engineer-In-Chief, MPUDCL Bhopal, for information.
2. Project Manager PIU, Khargone for information and necessary action
3. T.L PMC Lexus, for information and monitoring the work as per discussion.
4. M/s J.M Vagasiya Pvt. Ltd Ahmadabad/camp Omkareshwar for information & compliance.
5. Steno.

17.4.2022
Dy. Project Director (T)
MPUDCL, Bhopal

[Annexure-15]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U751 I0MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 10428

Bhopal Dated: 7/12/22

To,

M/s J.M Varghasiya
516 to 519 Fifth Floor, Vishala Suprime,
Sardar Patel Ring Road, Nokol,
Ahmadabad- 382350

Sub.:- Regarding commitments progress of Omkareshwar Sewerage Project

Ref.:- 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkaleshwar)
2. Meeting (Virtual) held on 01.12.2022 chaired by DPD (T) MPDUCL

With reference the subject cited above, it is committed by you in the reference meeting that cost of balance works is Rs. 2 cr. Only, which will be achieved upto March - 2023 (0.50 cr. in each month) and work will also be physically completed with all components. It is directed you to submit your planning for Physical and Financial progress within 3 days positively and make all necessary arrangements to achieve committed progress.

5.12.2022

(P.C.Jain)
Dy. Project Director (T)
MPUDCL,Bhopal

No. PMU/VN/2022/ 10429

Bhopal Dated: 7/12/22

Copy to:

1. Engineer-In-Chief, MPUDC, Bhopal for information Please.
2. Project Manager, PIU Kharogne
3. T.L PMC Lexus, for information

5.12.2022

Dy. Project Director (T)
MPUDCL,Bhopal

[Annexure-16]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 209 Bhopal Dated: 09/01/2023

Inspection Note

Subject: - Inspection report of Omkareshwar Sewerage Project executed under Vishesh Nidhi

On dated 30.12.2022 the omkareshwar Sewerage Proejct along with Mr. Rahul Pawar DPM & other PIU officials, TL PMC & other PMC officials & Mr. Jagdish Vaghasia and Mr. Mayuk Patel & other contractor officials had been visited.

The following is the inspection report

- 0.55 MLD STP (Brahampuri):- Work was going on but it need to expedite. Contractor has assured that all work shall be completed within one month.
- **Existing STPs – 1. 0.15 MLD at Vradha Ashram** (J Mulapul)
  2. 0.25 MLD at Chakrateerath Gaht Omkareshwar
  3. 0.25 MLD at J.P Chowk
  4. 1.0 MLD at Gomukh Ghat/ Balwadi

As per agreement & design done by contractor all the four STPs should also have to taken in consideration & renovation of these STPs shall also have to be done. During discussion with the Technology provider M/s Eco Soft Jabalpur, it come to know that all the four treatment plant are based on AIRR (Aerobic Intermittent Recirculation Reactor) process & commissioned in 2018 (Simhasth period)

Contractor was instructed to see all civil, Mechanical, Electrical, disinfection components completely and prepare a report with estimate in order to treat that sewage as per norms. See the reports of effluent of each STP by conducting test from MPPCB as per norms. It was told by contractor that still overall records of old STPs have not received. It was discussed with technology provider Engineer & he had assured that all records shall be provided. It was also discussed with CMO Omkareshwar & also directed to PIU, PMC & contractor official to sit with CMO along with technology provider official to provide all documents & discuss all relevant points and complete these activities and submit within one month.

- 0.45 MLD STP (Kailaskho):- The work was going on this STP. It was instructed to expedite & complete in time. It was also instructed to submit proper landscape plan so that drainage of water in the entire area can be escaped out easily. It was instructed to procure all mechanical, electrical, instrumentation & SCADA components immediately & complete the work in time as given.
- IPS at chakrateerth Gaht:- No work at Chakrateerth Ghat was started it was assured by contractor that it shall be started from 1st of January 2023 & also shall be completed in time. It was also instructed to contractor to submit all the balance drawing & design within 15 days & complete the work in time. Contractor had ensured that the Nagar Ghat IPS drawing & drawing shall be submitted next week & all balance also, within this week & Nagar Ghat IPS work also started within 15 days.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

It was also instructed to cover the overall area of Omkareshwar i/c Zone 5 & if planning not submitted, submit it immediately and submit the proposal of water tight covers to all IPS structures which come in the area of HFL and submit the proposal to treat balance flow immediately.

It was ensured by contractor that all the proposals shall be submitted in the month of Jan 2023 & work shall also be expedited and completed by March 2023. It was told by PIU & PMC officials that it need tremendous effort to complete the work by increasing all 3 Ms i.e Manpower, Material & Machineries and at least 100 Man powers are required while still about 35 Manpower are working.

It was instructed to contractor to comply all & submit immediately as committed.

09.01.2023
(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2023/ 210 Bhopal Dated: 09/01/23

Copy to:

1. Engineer-In Chief, MPDUC Bhopal for information.
2. Project Manager PIU Manager for information & with instruction to comply all points,
3. Team Leader, PMC Lexus for information & compliance.
4. M/s J.M Vaghasia, Contractor for information & compliance.
5. steno.

09.01.2023
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE -17]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 929 **Bhopal Dated:** 6/2/2023

To,

M/s J.M Vaghasiya
516 to 519 Fifth Floor, Vishala Suprime,
Sardar Patel Ring Road, Nokol,
Ahmadabad- 382350

Email ID jmv1685@gmail.com

Kind Attention to Mr. Deepak D. Mangroliya

Sub.:- Regarding Non Fulfilment of Self Committed Targets of Physical/Financial Progress Omkareshwar Sewerage Project

Ref.:- 1. LOA No. PMU/ENGG/2017/247 Bhopal, Dated 04.06.2018 (Omkareshwar)
2. Progress review meeting on 01.12.2022 and 03.01.2023 By DPD (T) MPUDCL Bhopal.

As per above subject your work overall physical progress is 66% & Financial 54% while upto this period the physical work should be completed about 72% & financial progress should be 66%, as per extended time period & self committed target given by you in Dec 2022.

As per yourself committed target of Nov-2022 & Dec-2022 of Rs. 1.25 Cr. you have achieved Rs. 0.38 Cr. financial target your progress is lagging behind Hence you are require to expedite the work & do work on all front. You are required to achieve self committed financial target of Rs. 2.57 Cr. upto Feb 2023 and if you will not full fill the self committed target in the month of February then your 10% amount of financial non achievement difference target shall be withhold as L.D in February month bill. It is also required to submit bill on 16th of every month (i.e of work done from 15th to 15th of next month). So that it should reach in PMC office at Bhopal upto 20th of every month is order to make payment max. Upto 25th of every month. You have still to start the work of 2 IPS Nagar Ghat & Chakratearth & balance work of 2 STPs, Sewerage network & rehabilitate all old structures to use in your project also.

(Deepak Ratnawat)
Engineer in Chief
MPUDCL,Bhopal

No. PMU/VN/2023/ 930 **Bhopal Dated:** 6/2/2023

Copy to:

1. Managing Director, MPUDC, Bhopal for information.
2. Dy. Project Director (Tech.), MPUDC, Bhopal for information.
3. Project Manager, PIU, Kharogne, for information & necessary action.
4. T.L., PMC, Lexus, for information & necessary action.

Engineer in Chief
MPUDCL,Bhopal

[ANNEXURE - 12]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 2648, Bhopal Dated: ...5/4/2023

Minutes of Meeting

A review meeting was held on dated 31.03.2023 to review the Progress & time extension for the sewerage Project of Omkareshwar running under vishesh Nidhi in the chairpersonship of Mr. Deepak Ratnawat (Engineer-In-chief) & Dy. Project Director Following officials were present in the meeting.

PIU

1. Mr. Rahul Pawar - PM, PIU Khargone – (Virtually)

PMC

1. Mr. Mohan Kumar Parmar – Team Leader PMC Lexus
2. Mr. G.C Agrawal - Procurement Engineer
3. Mr. Mahendra Singh Raghuvanshi -- ACM PMC Lexus
4. Mr. Ashok Kumar Jatav - ACM, PMC Lexus, Khargoner (Virtually)
5. Mrs. Shikha Raje - Field Engineer

Contractor

1. Mr. Mayuk Patel - M/s J.M. Vaghsiya Co. Pvt. Ltd.
2. Mr. Rahul Patel - M/s J.M. Vaghsiya Co. Pvt. Ltd.
3. Mr. Ketan Patel - M/s J.M. Vaghsiya Co. Pvt. Ltd.

The details of review meeting are as follows:-

1. DPD (T) had expressed the displeasure on the project progress and told that as per commitment and previous given program, project should be completed by March-23 while the physical progress is 75% and financial is 53.30% against the committed physical & financial target 100%. It has also told that still drawing, design, VENDOR GA, QAP are not submitted fully. It have told that still out of 12.78Km laid line only 12.61Km line had been hydrotested, no complete HSC out of 2400 had been done, so far, still IPS-3A, work is not started 4 civil work is continue, IPS-2A, 4A civil work almost completed but instructions to put proposal for floor level above HFL, in order to make it run in rainy season specially at the time of HFL, but so far no proposal had come & no E&M equipment procured so far, progress of STP-1 (0.55) & STP -2 was about 75% each while so far overall work required to be completed. It was also emphasized that poor progress was due to poor deployment of manpower which was 20 on till date against the requirement of 80. It has also told that still the proposal to

use the existing 4 STPs are also not submitted in totality while it is within the scope of work of agreement.

2. Contractor's representative has replied that all the drawing, design, all Mechanical, electrical, instrumentation & SCADA technical data sheet, QAP & GAD shall be submitted in the month of April 2023. His firm is also trying to expedite the work & complete in time. He is requested for time extension upto September-23
3. E-In-C and DPD(T) has directed to submit balance drawing, design & other documents completely in the month of April-23 and complete the work in time by deploying appropriate material procurement, manpower & machineries otherwise action as per norms shall be initiated E-In-C is agreed for time extension upto June-2023 and instructed to submit the realistic work program for balance work immediately & submit through project manager PIU with proper scrutiny & recommendation.
4. Engineer- In-Chief has instructed to contractor to complete all the work upto 30th June 2023.

(Approved by E-In-C)

31/3/2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2023/ 2649 **Bhopal Dated:** 5/4/2023

Copy to:

1. Engineer-In-Chief, MPUDCL Bhopal for information
2. PM PIU Khargone for information and necessary action for information & necessary action.
3. PO, Vishesh Nidhi, MPUDC for information & necessary action.
4. T.L. PMC Lexus, for infonnation and monitor the progress of work and Manpower/Machinery deployed at site as per target
5. M/s J.M Vaghasia Co. Pvt. Ltd for information & immediate compliance.
6. Steno.

31.03.2023

Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

[ANNEXURE-19]

Letter No.PMU/VN/2023/ 3237 **Bhopal, Dated:** 24/4/23

To,

M/S J.M. Vaghasiya
5th Floor Vishal Supreme opp. Torrent Power
Nikol. Ahmedabad 382350

Sub.:- Regarding Slippage in progress of self committed targets of Physical & Financial progress for Omkareshwar Sewerage Project.

Ref.:- 1.LOA No. PMU/ENGG/2018/2497, Date 04.06.2018
2. Progress review meeting on 01.12.2022 and 03.01.2023 by DPD (T) MPDUCL Bhopal

As per above subject your overall work progress is 75% & Financial progress is 58.30% while upto March 2023 the physical work should have been completed 100% & Financial progress should have been 90% which is totally lagging behind even with yourself committed target in above meetings.

You have again applied for time extension which is approved & extended upto 30.06.2023. You are instructed to complete the work in this extended time otherwise action may be taken as per terms & conditions of the contract agreement.

24.4.2023

(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Letter No.PMU/VN/2023/ 3238 **Bhopal, Dated:** 24/4/23

Copy to:

1. Engineer-In-Chief for information
2. Project Manager, Project Implementation Unit Khargone for information.
3. T.L PMC (Lexus), for information & necessary action.

24.4.2023

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE -20]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 554

Bhopal Dated: 25/05/23

Minutes of Meeting (17.05.2023)

A Progress review meeting of Sewerage Projects under Vishesh Nidhi was held on 17.05.2023 at 4:30 PM under the Chairmanship of Managing Director, MPUDC Cum Commissioner, UADD.

The List of attendees is enclosed at Annexure-1

1. **Mandleshwar Sewerage Project:-**

Engineer-In-Chief as well as DPD (T) appraised the progress of the work in the Project & told that the contract was terminated on dated 19.01.2022 & at that time the overall progress was 21%. After that on the request of contractor, he was allowed up to Dec 2022 to continue the work with certain milestone to give progress about 7% per months & which was reviewed time to time at different levels but contractor had achieved overall progress 48% only till Dec 2022 against 100% i.e. @ 2.5% per month. He had again given the time further but so far he had achieved progress only 51% i.e. 3% in three months which is very poor & with this speed contractor can not complete the work & told that further time should not be given. It was also told that still over all drawing design documents not submitted.

Contractor replied that it is correct that he could not deploy sufficient manpower after Holi but before that manpower was deployed and again committed to complete the work upto 30th Oct 2023 by putting maximum deployment of manpower resources.

Managing Director had shown the resentment over the progress of work and instructed to give the revised work plan upto 19th May 2023 and submit all design drawings and documents upto 31st May 2023. It was also instructed to give min 5% Physical progress in 15 days & complete the work upto 30th Oct as per your committed time. It was also instructed to complete the entire KAYAKALP ABHIYAN Road sewerage network as well as HSC and their work upto 28th May 2023. It was also instructed that progress shall again be reviewed after 15 days and if required progress not given then no further time shall be allowed.

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Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

2. **Nemawar Sewerage Project:-**

E-In-C & DPD (T) apprised the progress of the work & told that the initial schedule time of completion was 07.01.2020 but on the request of contractor the time extension given many times & last time upto 31.03.2023 & upto 31.03.2023 contractor had achieved only 50% progress against overall completion & in last 4 months no progress had been achieved. It was also told that first notice for blacklisting was given on dated 25.01.2022 when the progress was 40% & then in hearing he had committed to expedite the progress but in 2nd blacklisting letter on 29.01.2022 (after one year) contractor had achieved the overall progress 50% i.e. 10% in an year.

The contractor was asked for not achieving the progress as committed by him in previous meetings. Presently overall progress is only 50% which is totally lagging behind the committed target. Contractor was also asked for not executing the work at all front even through all fronts are clear and also not procured DI pipes & other equipments.

Contractor's representative replied that cost of DI pipes has increased so we are unable to purchase due to cost increase and requested for considering the recent market rates of DI pipes.

It was instructed to contractor to start the work at all fronts by increasing the labours minimum 100 and purchage DI pipes & other equipments soon and also to submit design/drawings QAP etc of Mechanical/Electrical equipments. It was also told to the contractor that the rates in VAC has been considered as per tender agreement clauses. It was also instructed to complete the work in totally upto 30.09.2023 and give progress minimum 5% within 15 days otherwise action for termination of contract will be initiated. It was also directed to submit work programme within two days. The progress will be reviewed after 15 days.

3. **Omkareshwar Sewerage Project :-**

DPD(T) told that time extension was given upto 30.06.2023 to complete the work but work of Nagarghat IPS is in initial stage, it is required to speed up. PM PIU Khargone told that mostly Mechanical, Electrical equipments of STPs had procured at site & only blower is remaining. Execution work at all fronts are in progress.

The contractor was instructed to increase the labours & speed up all works & to complete the work upto July 2023. It was told by project Manager PIU that 4 old

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

STPs have been handed over by Nagar Palika to contractor & now it is required to prepare improvement plan of these STPs, if required to add in the project. The contractor was instructed to achieve minimum 10% progress within one month & submit the work programme accordingly. The Progress will be reviewed after 15 days.

4. **Chitrakoot Sewerage Project :-**

DPD (T) told that work progress is slight slow and it is required to increase the progress. The contractor was instructed to deploy more labours, machineries and start the work at all fronts and achieve minimum 3% progress per month positively and also complete the work if Kayakalp roads immediately. The contractor has committed to achieve this progress and will start the works at all fronts. The progress will be reviewed after 15 days.

5. **Dindori Sewerage Project:-**

DPD (T) told that the stipulated date of completion of this project is September 2023 but till date the progress is only 17%. E-In-C told that a case has been filed in NGT regarding the pollution in Narmada River due to untreated sewage coming in Narmada river from town, hence it is necessary to achieve more progress & complete the work in time. Contractor was asked regarding slow progress of work. Contractor replied that the work has started on IPS-1, IPS-2, Network & STP & maximum progress will be achieved upto next month.

It was instructed to contractor to start the work at all fronts and increase the progress by deploying more manpower & machineries and should achieve minimum 5% progress within 15 days accordingly work programme should be submitted. The progress will be reviewed after 15 days.

The contractor has committed for deploying more manpower & machineries and 5% progress will be achieved as instructed within 15 days. It was also instructed to complete the entire KAYAKALP road within 7 days.

6. **Amarkantak Sewerage Project:-**

DPD (T) told that the progress of work is very slow, only 11% in 9 months, date of completion of work is 16.08.2023, then how it is possible to complete the work in time.

PM, PIU shahdol told that procurement order for Electrical & Mechanical equipments has been placed but it requires to make progress in HSC by increasing the manpower.

Contractor committed that work will be completed within 3 months he will increase the manpower & machineries to achieve the progress.

Contractor was instructed for deploying more manpower & machineries and achieve minimum 5% progress within 15 days and submit the work programme accordingly. The progress will be reviewed after 15 days.

7. Nasrullaganj Sewerage Project

DPD (T) had asserted that the date of the agreement was 04.09.2018 and scheduled date of completion was 03.09.2020 and till this time MPUDC had given four time extension i.e. upto 31.08.2023 and so far only 58% of the physical progress was achieved against 95% to be achieved till 30.04.2023 as per revised work program.

DPD (T) brief the progress of project, that out of 33 kayakalp road, 4 Nos of "kayakalp road" in ward no. 3, 7, 9, 10 is balance. Managing Director instructed to contractor to complete the remaining 4 kayakalp road in next 5 days & balance within a month.

Managing Director instructed to achieve min 5 % of progress in next 15 days and same will be reviewed after 15 days. It was told that as per self committed plan of contractor project completion date is 31-8-23, Managing Director has instructed to complete the overall project work up to date31-8-2023. Mr Anuj Balan assured to complete the project work upto dated 31-8-2023. PM, PIU (in charge) Bhopal told that about 76 labours is deployed presently, but it is not sufficient to achieve the target. Managing Director instructed to contractor to ensure that 200 Nos of labour up to dated 22-05-2023 & expedite the work.

8. Maheshwar Sewerage Project

DPD (T) had asserted that the date of the agreement was 01.10.2018 and scheduled date of completion was 30.09.2020 and till this time four-time extension i.e.up to 30.06.2023 had been given and so far only 47% of the physical progress was achieved against 87% to be achieved till 30.04.2023 as per revised program.

DPD (T) has briefed the progress of the project that mainly STP work is very poor and presently 09 nos. of labour is deployed at STP site out of total 44 nos. labour are deployed at overall project site. There is 4 Kayakalp road, where HSC work is balance, in ward no. 5 Jaystambh to Kalidas road maximum 150 HSC is balance. Managing Director instructed to contractor to complete the balance work in next 5 days. PM, PIU told that the issue related to Jaystambh to Kalidas road, he has contacted to Nagarpallika President and CMO, and this work will be completed within 1.5 to 2 month. Managing Director has instructed that all remaining roads should be completed within 5 days. He also instructed to contractor to deploy minimum 50 labour from Saturdayi.e. from 20-05-2023 on STP. As per 5th time limit

extension the date of completion is 30-06-2023, But contractor has told to complete the work upto 30th September 2023. Managing Director has instructed to contractor to complete the work anyhow upto 15 August 2023 even working in night shift work at STP site. Managing Director has instructed to submit therevisedwork program up to date 19-05-2023. Managing Directoralso instructed to contractor to achieve min 5 % progress of STP work within 15 days, and after 15 days progress will be reviewed. Engineer in chief stated that Maheshwar town is pilgrim centre and of historical importance hence contractor should expedite the work and complete the project upto 15th August 2023.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/5505

Bhopal Dated: ..28/06/23

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Rewa
8. Project Manager, Project Implementation Unit, Shahdol
9. Team Leader, PMC, Lexus/ STC
10. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
11. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
12. M/s Engineering & Professional Co. Pvt. Ltd.
13. M/s Annu Infra construct Pvt. Ltd.
14. M.s J.M Ramani Co & Pvt. Ltd.
15. M/s Janak N Pancahal & Joy Builders Co. Pvt. Ltd. (Virtually)
16. M/s J.M Vaghasiya Pvt. Ltd
17. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Annexure- 1

Contract Review meeting held on 17.05.2023

List of Participants:

1. Mr. Deepak Ratnawat, Engineer-In-Chief, MPUDCL, Bhopal
2. Mr. P.C. Jain, Dy. Project Director(T), MPUDCL, Bhopal
3. Mr. A.K Nanda, PM, PIU Jabalpur (Virtually)
4. Mr. Rahil Gupta, DPM, PM, PIU Bhopal (Virtually)
5. Mr. Rajendra Solanki, PM, PIU Khargone (Virtually)
6. Mr. Santosh Shrivastav, PM, PIU, Ujjain (Virtually)
7. Mr. Amar Khare, PM, PIU, Rewa (Virtually)
8. Mr. Pawan Jain, PM, PIU, Shahdol (Virtually)
9. Mr. Ganesh Chandra Agrawal, T.L PMC, Lexus
10. Mr. Mahendra Raghwanshi, ACM, PMC Lexus
11. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
12. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
13. Mr. Rajesh Jain, from M/s Engineering & Professional Co. Pvt. Ltd. (Virtually)
14. Mr. Rajan Sharma fromM/s Annu Infra construct Pvt. Ltd. (Virtually)
15. Mr. J.M Ramani from M/s J.M Ramani Co. & Pvt. Ltd. (Virtually)
16. Mr. Karan Patel from M/s Janak N Panchal & Joy Builders Co. Pvt. Ltd. (Virtually)
17. Mr. J.M Vaghasiya from M/s J.M Vaghasiya Pvt. Ltd. (Virtually)
18. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project (Virtually)

[ANNEXURE-25]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

(C)

No. PMU/VN/2023/ 6379 Bhopal Dated: 25/07/2023

Minutes of Meeting (08.07.2023)

A review meeting was held on dated 08.07.2023 to review the progress for the Sewerage Projects of the towns which are on the bank of Narmada River under the chairmanship of Managing Director, MPUDCL Bhopal.

1. **Budhni Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) was told that proper treatment plan for ward no. 5 & 15 is still not submitted balance connections also to be done by the contractor. It was also told that contractor shall have to deploy appropriate staff for as per agreement to run the sewerage network as well as plant.
   Contractor replied that he will submit the desired treatment plan for ward no. 5 & 15 within 3-4 days and do connection as per norms.
   Managing Director directed to contractor to complete the all works within one month positively. So that O &M work in totality can be started.

2. **Mandleshwar Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) had expressed the displeasure on the project's very slow progress, the current physical progress of project is 52.64%, on termination date i.e. 19th Jan 2022 the project progress was 21% and upto last review meeting on 17.05.2023 the progress was 51% only i.e. 1.64% progress achieved from 17.05.2023. Manpower deployment was also very less on site i.e. 15 against the minimum requirement of 100 manpower.

   Contractor replied that he has achieved 5% in last 15 days, T.L PMC was told that we have already visited the site on 24.06.2023, no progress was observed.

   MD sir instructed to contractor to expedite the progress of work & achieve the committed progress within 7 days, otherwise order of termination of contract which is already issued will be implemented.

3. **Omkareshwar Sewerage Project:- (Vishesh Nidhi)**
   DPD (T) was told that work on all fronts are in progress but more manpower is required to complete the work. It is not possible to complete the work upto 31.07.2023 with present deployment of manpower & peak of work.
   Contractor was replied that the work on all fronts are in progress, all electrical & mechanical equipments have been procured, installation work is in progress and all works will be completed within 2 months.
   It was instructed to contractor to increase manpower & complete the work soon, because it is already committed by contractor to complete work upto 31st July

4. **Nemawar Sewerage Project:- (Vishesh Nidhi)**
   DPD (T) was told that the work progress is extremely very slow, only 15 Manpower has deployed on site, work is in progress only on STP site not on all fronts. T.L, PMC & PM, PIU was told that no work on IPS-2 in running since last 6 months & on IPS-1 only PCC work was done, in MPS 1st raft casted and Work in Kayakalp roads was

(C)

also balance. Contractor told that they have started the procurement DI pipe of 2km. length, and assured to complete the work by deploying more manpower, material & machineries by Dec 2023.

Managing Director instructed MPUDC contractor to expedite the progress of work & deployed minimum 100 manpower to achieve progress it was also instructed to issue the last notice as per norms and give time for 7 days to expedite the work & see progress otherwise terminate the contract.

5. **Dindori Sewerage Project :- (Vishesh Nidhi)**

E-in-C was asked to PM, PIU Jabalpur regarding progress of work. PM told that progress is very slow only 34 manpower deployed against requirement of minimum 100. DPD (T) told that Hydro testing is totally balance, Road Restoration is also not completed, & overall work progress is only 22% so work can not be completed upto 30.09.2023 (Stipulated date of completion).

Contractor replied that work is in progress on all fronts & contractor assured to increase manpower & achieve the progress and complete in time.

It was instructed to contractor to expedite the progress of work & increase progress by deploying more manpower, machineries, and material mobilization.

6. **Amarkantak Sewerage Project :- (Vishesh Nidhi)**

E-in-C & DPD (T) was told that the work progress is very slow & about two months are remaining in scheduled date of completion (16.08.2023). It was also told that in order to complete the work contractor shall have to deploy min 100 manpower, to arrange all electrical, mechanical, instrumentation & electrical material and to finalize the layout & submit for approval of electrical line.
It was instructed to contractor to increase the manpower minimum 100 & machineries and increase progress, also submit component wise micro planning for completion of work in all respect within three days.

7. **Nasrullaganj (Bhairunda) Sewerage project (WB Project)**

a. Detailed information about the progress of the project works was given by DPD (T). He informed that the physical progress of works is 63.5%and financial58% achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 21.5% and The Deputy Project Director (Technical) was given detailed components wise progress of the project works.

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra.Project Manager PIU brought to know the reasons for the lack of progress, Project Manager PIU stated that the progress continued to fall due to non-deployment of sufficient labour, i.e.,73 against required 250, Material and machinery as required by the contractor and the pace of work of HSC is very slow. The work of Kaya-Kalp Road is also pending

c. Managing Director MPUDC instructed the contractor and PM PIU to complete all the remaining works on Kayakalp Road within seven days and increase the manpower and all other resources for hydro testing and HSC work, and STP and IPS work and to the complete all the physical work up to 31st August 2023 as committed to WB and also directed to E-in C to givenotice to contractor as performs and agreement for increasing the man power and other resources and if

they do not give proper progress then necessary action as per agreement should be taken.

8. Maheshwar Sewerage project(WB Project)

a. Detailed information about the progress of the project works was brief by DPD(T). He informed that the physical progress of works is 47% and financial 21% is achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 28% and The Deputy Project Director (Technical) explained in detail about the component wise progress of the project and informad that the progress of the project is not at all satisfactory.DPD(T) also inform to MD that contractor not provided require manpower and not given committed progress, only 15 labors deployed at site while requirement is about 200. With this speed and man power deployment it shall be difficult to complete the work even up to demanded time 31.03.2024 which shall not possible because closure of WB project is up to 31st Dec. 2023

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhagan Infra. and MD, instructed to PIU sought to reasons for the lack of progress. Project Manager PIU informed that the progress not achieved due to non-deployment of sufficient labour, Material and machinery as required by the contractor.

c. PM PIU informed to MD MPUDC that the contractor has not deployed sufficient manpower at the site. The contractor has deployed only 15 manpower against required about 200. The work of Kaya-Kalp Road is also pending.

d. Managing Director MPUDC instructed to E-in -C to issued final notice to the contractor for termination of contract as per agreement and if contractor not achieve the progress, then take action of termination as per agreement. It was also instructed to contractors as wellas PIU to complete all the remaining works of Kaya-kalp Road within seven days.

9. Bhedaghat Sewerage project (WB Project)

a. Detailed information about the progress of the project works was given by DPD(T). He informed that the physical progress of works is 95 % and financial 88 %. DPD (T) also inform that still few HSC work SCADA, electrical work to be done. It was also told that contractor shall have to give the sludge disposal plan &reuse plan and also to set up the grievance redressalmechanism as per agreement. Theelectrical work is to be doneand drawing design to be submit for some left out area by the contractor, because as per agreement contractor is required to cover 100% municipal area.

b. The Managing Director of MPUDC asked PM PIU about the project status , to which PM PIU informad that only 20 laborers were engaged by the contractor whereas they required 100 laborers to complete in time. HSC work is also going on at a slow pace, as against 1084 connections, only 897 connections have been made. The all-electrical and SCADAworkis also Pending. The work Kaya Kalp roads has been completed.

c. Contractor raised the issueregarding approval of QAP for transformer and payment of retaining wall, then DPD (T) asked TL PMC-II about the issues and asked what is the status. TL informed, QAP approval has been withhold due to non-submission of VETTED design of transformer by the contractor and the

retaining wall was also returned to the contractor for resubmission by comparing it with previous site because as per agreement it is a part of a work.

d. Managing Director MPUDC instructed to the contractor and PIU to submit the all-related document within two days and increase the manpower for the remaining works and complete the project by July 31st 2023. It was also directed to submit the compliances of all left out area in order to cover 100% area of municipal council immediately.

10. Package 2F (Anjad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.
- The Chair shows his extreme displeasure towards the delay in hydro testing of laid pipelines and constructed manholes by the Contractor. It was instructed to the Contractor's representative to carry out hydro testing of the laid pipe and constructed manhole by deploying required manpower and machinery on top priority.
- It was informed by the Contractor that the trial run of Anjad Sewerage Schemewill commenceby31.07.2023. In this regard, it was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Anjad Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The Contractor was also instructed for the submission of variation regarding saving immediately.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 30.09.2023.

11. Package 2G (Barwaha):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed the Contractor to deploy more nos. of manpower, materials, and machinery on all the available fronts simultaneously.
- It was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Barwaha Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme. It was informed by the Chief Engineer, MPUDC, Bhopal that despite a letter from the MD, MPUDC, Bhopal the CMO, Nagar Parishad, Barwaha is failed to pay the remaining due to the MPPKVVCL and due to the same MPPKVVCL is not providing the new connections at IPS, MPS & STP. The above matter was discussed at length and finally, it was decided that the MPUDC will pay the remaining due of Nagar Parishad, Barwaha to MPPKVVCL as a loan to Nagar Parishad, Barwaha after the approval of the proposal by MD, MPUDC, Bhopal so that the work will not be suffered due to the above reason.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.12.2023.

12. Package 2H (Sanawad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, instructed to the Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC HDPE pipes, Manhole Frame and Cover, etc. at the site.
- It was informed by the Contractor's representative that they will complete the work up to GL at all the components of STP at the end of July-2023.
- It was also instructed to the Contractor's representative that looking to the deadline of Phase-I load period maximum work under the above package to be completed by December-2023 so that the same can be claimed under Phase-I.
- It was instructed to the Contractor's representative for the submission of remaining designs & drawings as well as delay analysis as of now so that the delay attributable to the Employer and the Contractor will be finalized.

13. Package 5G (Saikheda):

- In the review meeting contractor representative has committed tocommence the trial run before 31st July 2023
- It was instructed by Chief Engineer to contractor to ensure the trial run work should commence before given time.

14. Hoshangabad Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project, & told that the work Order for this project had been issued to contractor on dated 12.05.2023 to M/s Bhugan Infracon Ltd Ahamdabad. Contractor has mobilised the staff and procument started. Laying of pipe line on kayakalp road has been done of 138m length of network Managing Director had directed to contractor to expedite the work & complete kayakalp road within one month.

15. Narsinghpur Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. It was told Kayakalp Abhiyan construction of 3 No of manholes was still pending. The contractor (M/s Bhugan) has committed to complete all the works by 15th July 2023.
M/s Bhugan has committed to complete all the Design-Build (DB) phase works by Dec 2023.

16. Mandla Sewerage Project (KfW):-

The DPD (T) briefed the chair about current status of project. It was told by DPDT that in order to complete the work in time contractor shall have to deploy min 500 manpower while still deployed 135 and to submit balance drawing, design & document within 15 days. In Kayakalp Abhiyan it was also told that 100m sewage network was still pending which need to be expedited. The Hydrotesting for RCC pipes not done so far by the contractor which need to expedite Manpower for House connection works needs to be increased and property surveys have to be done in parallel. Managing Director had instructed to contractor to increase the manpower & submit the balance drawing and design within 15 days & complete the work in time.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/ Bhopal Dated: .....

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implamentation Unit, Shahdol.
8. Team Leader, PMC, World Bank/kfw/Vishesh Nidhi/ADB/ADB (AF) for information and to attend
9. M/s Engineering & Professional Co. Pvt. Ltd.
10. M/s Annu Infra construct Pvt. Ltd.
11. M.s J.M Ramani Co & Pvt. Ltd.
12. M/s J.M Vaghasiya Pvt. Ltd
13. P. Das Infrastructure Pvt. Ltd., Yogi Construction Co. JV. for information and compliance.
14. Abegoa Agua SA in JV with m/s Bhugan Infra for information and compliance.
15. M/s Darshil Buidcon
16. M/s Bhugan Infracon Ltd. Ahemdabad
17. M/s Jai Varudi Infracon Pvt. Ltd Ahemadabad.
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

[ANNEXURE-22]

Construction of Sewerage Project at Omkareshwar

For construction of sewerage Project at Omkareshwar, MPUDC had called tender & allotted to M/s J.M Vaghasiya on dated 04.06.2018 and agreement was executed on 12.06.2018. Twenty four months (i.e. upto 11.06.2020) time was given to complete the work.

Following are the status of progress the work.

S.No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	12.78 Km	12.78 Km
2	House Service connections	2400 nos	2400 Nos (upto property line)
3	Road Restoration	12.78 Km	12.78 Km
4	STP (0.55 MLD)	1 Job	98% (All work)
5	STP (0.45 MLD)	1 Job	75% (Civil work)
6	IPS- 2 (A)	1 Job	95% (Civil work)
7	IPS- 3 (A)	1 Job	95% (Civil work)
8	IPS-4	1 Job	95% (Civil work)
9	IPS-4 (A)	1 Job	95% (Civil work)
Overall all Physical Progress			83%
Overall all Financial Progress			66%

Reason for delay in completion of work is mainly due to slow progress of contractor and partially delay in finalization of land for IPS Naghar ghat and also the reason that omkareshwar is a religious place therefore there are many hindrance to carry out the work due mela's religious activities etc. The one STP 0.55 MLD is already tested. Expected date to complete the project is 31.12.2023.

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP,
Bhopal

Te... LLP
PMC - Lex...
Vishesh Nidhi ...oject, Bhopal

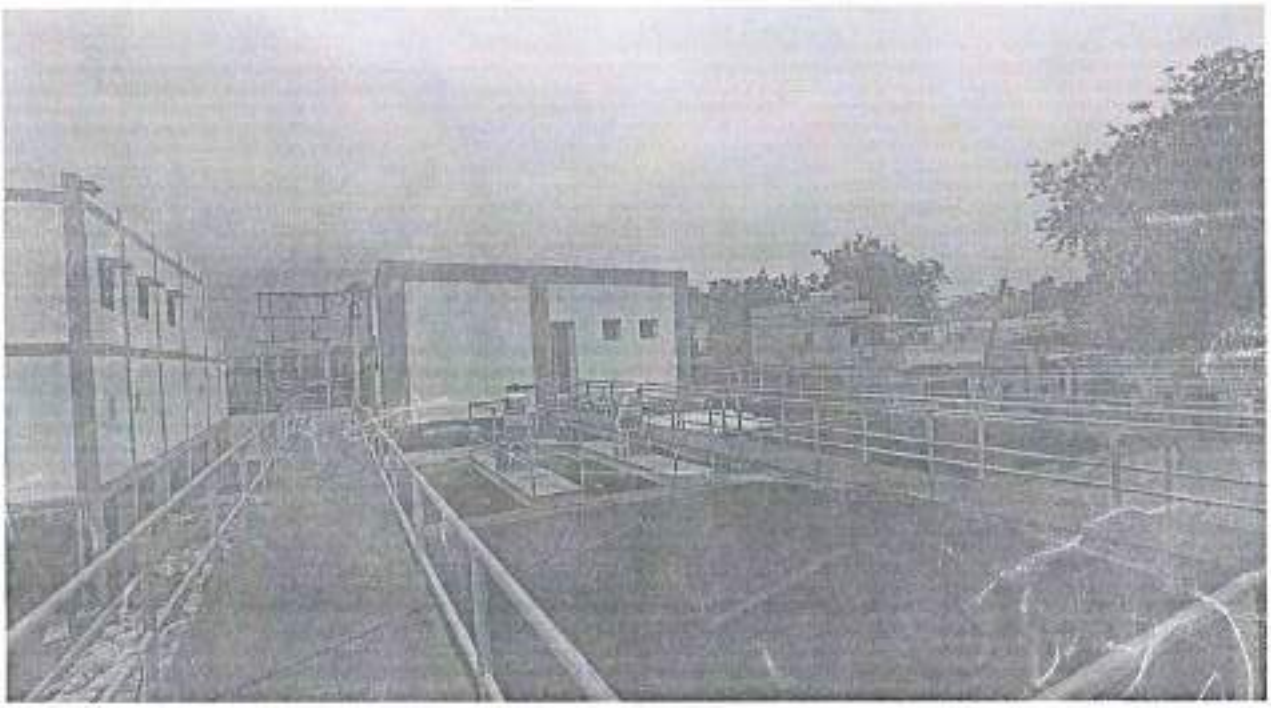
[ANNEXURE-23]

Omkareshwar Sewerage project at Omkareshwar.



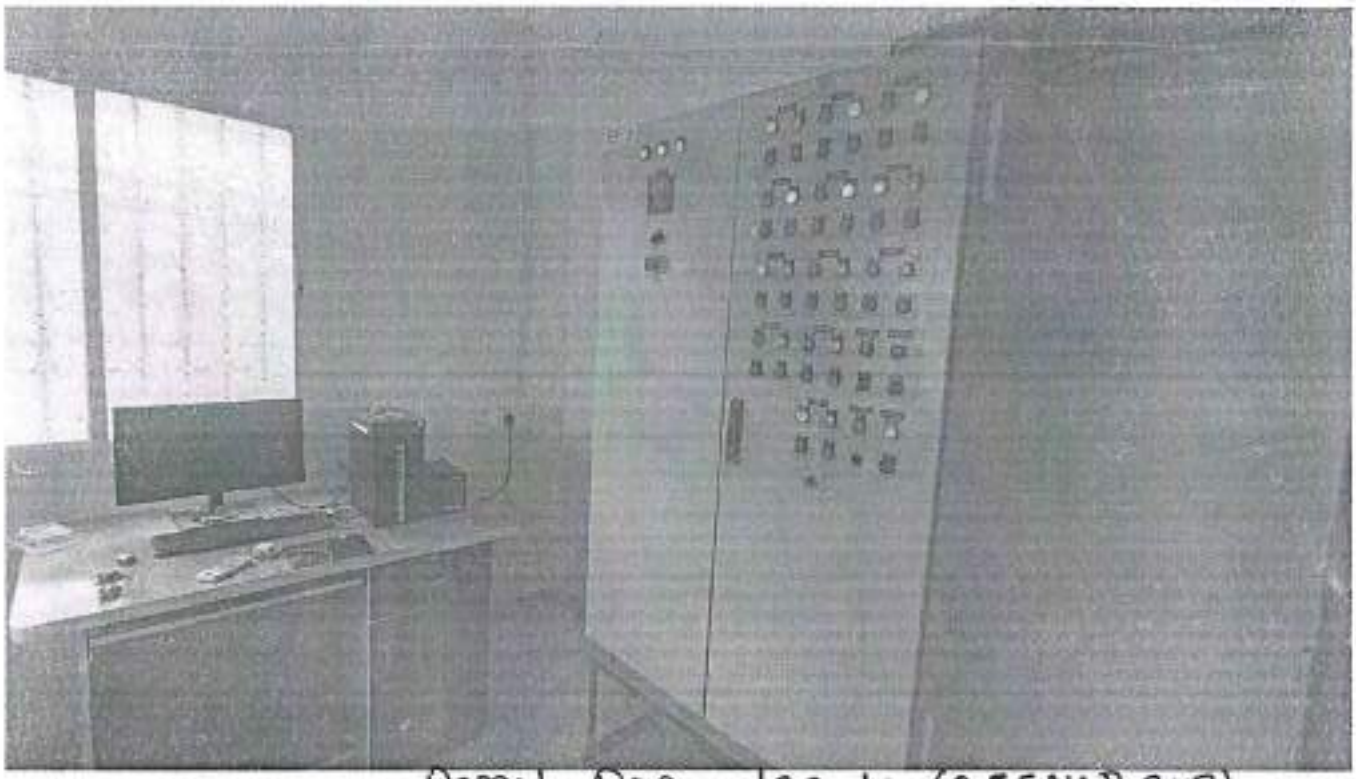
0.55 MLD STP (Brahmpuri)

b



0.55 MLD STP (Brahmpuri)

Omkareshwar Sewerage project at Omkareshwar



Panel Room / Scada (0.55 MLD STP)



0.45 MLD STP (Kailakhoh)

Annexure R-10 (Colly.)

Barwaha Sewerage Project

Sr. No	Date	Details of actions taken for the work
1	2	3
1	01.10.2018	The work of Barwaha Sewerage Project was awarded to M/s Anu Infra Construct India Pvt. Ltd. New Delhi, vide LOA No. PMU/ENGG/2018/4855 Bhopal dated 01.10.2018. Time allowed for complete the work is Twenty-Eight months from the date of signing the contract agreement. [Annexure-1]
2	01.11.2018	Contract agreement was signed on 01.11.2018 and Commencement date was 01.01.2019. Hence time allowed to complete the work up to 30.04.2021 [Annexure-2]
3	29.09.2020	Letter was written to contractor regarding slow progress of work vide letter no. PIU/KGN/2020/1639 dated 29.09.2020 [Annexure-3]
4	14.10.2020	Letter was written to contractor regarding slow work progress vide letter no. PIU/KGN/28/2020/1769 dated 14.10.2020 [Annexure-4]
5	14.10.2020	Letter was written to contractor regarding Notice of Termination due to slow progress of design & Buil works vide letter no. PMU/ENGG/2G/2020/7429 dated 14.10.2020 [Annexure-5]
6	07.11.2020	Letter was written to contractor regarding slow progress of work vide letter no. PIU/KGN/28/2020/1950 dated 07.11.2020 [Annexure-6]
7	14.12.2020	Letter was written to contractor regarding slow progress of work vide letter no. PIU/KGN/92/2020/2089 dated 07.11.2020 [Annexure-7]
8	17.05.2023	Minutes of Contract Review Meeting held on 10.05.2023 of all MPUSIP Projects [Annexure-8]
9	19.07.2023	Minutes of Contract Review Meeting held on 15.07.2023 of all MPUSIP Projects [Annexure-9]
10		Present Status of work [Annexure-10]
11		Recent Photographs of the works [Annexure-11]

Team Leader (PMC)
Cum Water Supply Expert

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/2018/4855

Bhopal, dated 01/10/2018

To:
M/s Annu Infra Construct India Pvt. Ltd. And
M/s Nobal Construction Company. (JV)
B-7/5077, Vasant Kunj
New Delhi - 110070

Attention: Mr. Krishna Ranjan (email: aicipl@gamil.com)

Subject: Notification of Award of Contract for Package no MPUSIP-2G- Improvement of Sewerage System in Badwaha Nagar Parishad in Khargone District in Madhya Pradesh.

Reference: Your bid dated **5th July, 2018** for the Contract Package MPUSIP–2G

Dear Sir,

We are pleased to notify you that your Bid dated **5th July, 2018**for the execution of Package No MPUSIP 2G - Improvement of Sewerage System in Badwaha Nagar Parishad in Khargone District in Madhya Pradesh for the Accepted Contract Amount equivalent of **Rs. 27,60,57,558/-** (Twenty Seven Crore, Sixty Lakh, Fifty Seven Thousand, Five Hundred and Fifty Eight only) as corrected and modified in accordance with the Instructions to Bidders (ITB) is hereby accepted by us.

The amount is made up of the following components:

For the Design-Build of the Works, the amount is **Rs. 21,19,25,581/-** (Rupees Twenty One Crore, Nineteen Lakh, Twenty Five Thousand, Five Hundred and Eighty One only).

For the Operation and Maintenance Services, the amount is **Rs. 4,89,85,477/-** (Rupees Four Crore, Eighty Nine Lakh, Eighty Five Thousand, Four Hundred and Seventy Seven only).

For the Assets Replacement Fund, the amount is **Rs. 33,75,000/-** (Rupees Thirty Three Lakh and Seventy Five Thousand only).

And for Provisional Sum the amount is **Rs. 1,17,71,500/-** (Rupees One Crore, Seventeen Lakh, Seventy One Thousand and Five Hundred only).

You are now requested to furnish the Performance Security of **Rs. 2,11,92,559/-** (Two Crore, Eleven Lakh, Ninety Two Thousand, Five Hundred and Fifty Nine only) in accordance with Clause 4.2 of Particular Conditions of Contract for an equivalent amount of ten (10) percent of Accepted Contract Amount of Design Build of the Works.

You are also requested to furnish the above mentioned Performance Security within 28 days in accordance with the Conditions of Contract. For the purpose of Performance Security, Form included in Section 9 (Contract Forms) of the Bidding Document should be used.

You are hereby advised that as per provisions of Sub clause 4.2(c) of Particular Conditions of Contract, you are required to furnish, within 28 days from the commencement of commissioning period, second installment of Performance Security equivalent of ten (10) percent of Accepted Contract Amount for Operation & Maintenance Service period excluding cost of electricity consumed, determined as 30% (thirty percent) of variable O&M cost and that is **Rs. 43,09,876/-** (Rupees Forty Three Lakh, Nine Thousand, Eight Hundred and Seventy Six only).

Please note that this notification of Letter of Acceptance is issued to you as per clause 40.1 of the ITB constitutes a formation of the contract as per the clause 40.3 of the ITB.

Engineer-in-Chief
MPUDC

Endt.No. PMU/ENGG/2018/4856 Bhopal, dated 01/10/2018

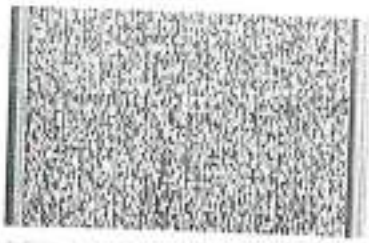
Copy to:-

1. Managing Director, MPUDC & Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal.
2. Finance Controller, MPUDC for information

Engineer-in-Chief
MPUDC

1st Floor M.P. Rajya Sahkari Krishi Evam Gramin Bank 8, Arera Hills, Bhopal -462011 :91+755-2763060, 61, 62
Fax : 91+755-2763868 Email: mpusipbpl@gmail.com

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101052710201800 1207
Total E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	27/10/2018 12:04:30
Service Provider or Issuer Details	prakash lalchandani/SP0105417052015003 49
SP/SRO/DRO/HO Details	SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR BHOPAL

Municipality Duty (Rs.) 0
Upkar Amount (Rs.) 0

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Purpose	E-STMAP FOR PACKAGE NO MPUSIP 2G IMPROVEMENT OF SEWERAGE SYSTEM IN BADWAHA NAGAR PRASISHAD IN KHARGONE DISTRICT IN MP

First Party Details

Organization Name	ENGINEER IN CHIEF MPUDC LIMITED
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	ANNU INFRA CONSTRUCT INDIA PVT LTD
Address	HIG 503 VIJAY STAMBH MP NAGAR ZONE I BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

E-STAMP FOR AGREEMENT DEED ATTACHED

CONTRACT AGREEMENT

This Agreement made on the 01st day of November, 2018
BETWEEN
the Madhya Pradesh Urban Development Company Limited (MPUDC), a Government of Madhya Pradesh undertaking and having its address as: 1st Floor, 8, Arera Hills, Old Jail Road, Bhopal -462 011 and represented by its Engineer in Chief (hereinafter "the Employer"), of the one part,
AND
M/S Annu Infra Construct India Pvt. Ltd. – M/s Noble Construction Co. (JV) having its address as: B-7/5077, Vasant Kunj, New Delhi- 110070 (hereinafter called "the Contractor"), of the other part.

Digitally signed by Prakash Lalchandani
Date: 2018.10.27 12:04:35 IST



(Anil Chansoria)
Engineer-in-Chief
Govt. of

WHEREAS the Employer desires that the Works known as **Improvement of Sewerage System in Badwaha Nagar Parishad in Khargone District in Madhya Pradesh (Package No.- 2G)** should be designed, executed, completed, operated and maintained by the Contractor and has accepted a Bid from the Contractor for the design, execution, completion, operation and maintenance of these Works, and remedying of any defects therein.

The Employer and Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) The Contract Agreement,

   (b) The Letter of Acceptance, dated 01/10/2018

   (c) The Letters of Price Bid and Technical Bid,

   (d) The Addenda and Clarifications,

   (e) The Particular Conditions of Contract: Part A- Contract Data,

   (f) The Particular Conditions of Contract: Part B- Specific Provisions,

   (g) The General Conditions of Contract,

   (h) The Specifications,

   (i) The Completed Forms, Schedules and Bill of Quantities,

   (j) The Drawings, and

   (k) Any other document issued by the Employer before signing the Agreement and forming the part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and to remedy any defects therein in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of design, execution completion, operation and maintenance of the Works and remedying of defects therein, the Contract Price or such other sum as may be payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Anil Lalmansoria)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ANNU INFRA PROBLE CONST. (JV) NEW DELHI

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

For and on behalf the Employer

Madhya Pradesh Urban Development Company Limited, **Bhopal**
(Anil Chansoria)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

In the presence of :

Name: Girish Chandra

Signature

Address: H 8, Regal Molini Abas Awadhpuri, Bhopal.

For and on behalf the Contractor

M/s Annu Infra Construct India Pvt. Ltd. & M/s Noble Construction Co. (JV), New Delhi

ANNU INFRA & NOBLE CONST. (JV) NEW DELHI

In the presence of :

Name: Tulsi Ram Joda

Signature

Address:

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Khargone

No. PIU/KGN/2020/1639

Khargone, Date: 23/09/20

To,
Project Manager
Annu Infra Construct Pvt Ltd
Barwaha camp

Sub:- Regarding slow work progress of Barwaha Sewerage Project under package-2G.

----000----

With reference to above subject, it is to intimate you that as per Annexure A,B,C you have promised us to give the target of 0.91% for the month of september 2020 but you have achieved only 0.23% of progress at site which is very poor performance. Your poor performance, disproportionate progress, non achievement of milestone is adverseiy affecting the ultimate deliverables, due to your slow progress the beneficiaries of Barwaha town under the contract package will be deprived of timely access of sewerage project.

So you are directed to expedite the progress of the work at site to achieve the target of month October 2020 plus the work of backlog month September 2020.This whole delay is to be considered on your part.

Bjasml
Project Manager
Project Implementation Unit, Khargone

No. PIU/KGN/2020/1640

Khargone, Date:-23/09/20

Copy to:-

1. DPD(T)/CE, MPUDC Bhopal for information.
2. Team Leader, TATA PMC Bhopal for information.
3. APM, PIU Khargone for information.
4. ACM, TATA PMC Indore for information.
5. Sub Engineer, PIU Khargone for information.
6. File.

Bjasml
Project Manager

Project Implementation Unit, Khargone

OFFICE ADDERESS :- H.NO 170 LIG VINDHYA VIHAR COLONY MP HOUSHIN SOCIETY SANAWAD ROAD KHARGON
E-mail ID: pmpiumdsw@gmail.com

Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Khargone

No. PIU/KGN/28/2020/1770 Khargone, Date:- 14/10/2020

To,
M/s Sagar Infrastructure (India) Pvt. Ltd.
Plot No.01, C Block, LSC, Sector-D/2,
Vasant Kunj, New Delhi-110070
Email- sagarinfrastructure@gmail.com

Sub:- Regarding slow work Progress of Barwaha Sewerage Project under Package 2(C.

----------OD----------

With reference to above subject, the work at Barwaha site is going on at a very slow rate in-spite of several instructions given to you. This is affecting the overall speed of project, the progress of works under the contract package is not at all rational with respect to time elapsed. Your poor performance, disproportionate progress, non-achievement of milestone is adversely affecting the ultimate deliverables due to your slow progress and sluggish mobilization of resources the end users and beneficiaries of Barwaha town under the contract package will be deprived of timely access of sewerage project. This whole delay is to be considered on your part.

Hydraulic design drawing of Sewerage network has already been approved from PMU, BHOPAL office, for zone 1 with PMU, BHOPAL letter no. 8148 on dated 22.10.2019 and for zone 2 with PMU, BHOPAL letter no. 2767 dated 28.05.2019 and manhole drawing was approved on letter no. 3638 dated 23.05.2019

But till date, there is only physical progress of 14% & financial progress is only of civil work 2.17%.

1. Pipeline :- 5753.4m pipe laid out of 29966m.
2. Manholes- 181nos. out of 1293nos.
3. House Chamber- 81 nos. out of 2754nos.
4. Leakage test of DWC pipe- 79.1m testing done out of 29966m
5. STP :- The land of STP was already handovered to you on dated 26/09/2018 but till date no work started at STP which is very slow progress.
6. MPS-No work

So you are directed to expedite the progress of work on site and also to do the submission and get the design drawings approved and avoid any further delay. If significant improvement in the progress is not observed within 15 days then, action as per GCC clause 15 may be initiated against your firm. Also, submit your updated work plan well in advance for achieving the milestones on time accordingly as per contract agreement.

Bjaiswal
(B.L.Jaiswal)
Project Manager
Project Implementation Unit ,Khargone
M.P Urban Development Company

No. PIU/KGN/28/2020/1770 Khargone, Date:- 14/10/2020

Copy to:-

Project Manager
Project Implementation Unit ,Khargone
M.P Urban Development Company

Office Address : House No. 170, Vindhya Vihar Colony, Housing Board, Sanawad road, Khargone
E-mail ID - pmpiusupadkhargone@gmail.com

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2G/2020/ 7429 **Bhopal, Dated.....14./10/2020**

To,

M/s Annu Infra Construct India Pvt. Ltd.
Plot No. 11, 1st Floor, LSC, Sector B-1,
B-7, 5077, Vasant Kunj, New Delhi – 10070.
Tel.: 32920652, 46063652 Fax; 26135792, 26134478
E-mail: info@annuinfra.com / aicipl@gmail.com

Subject: Package No MPUSIP-2G: Improvement of Sewerage System in Badwaha Nagar Parishad in Khargone district in Madhya Pradesh under MPUSIP - **Notice of termination due to slow progress of Design & Build works.**

Reference: 1. Notice of Award vide PMU/ENGG/2018/4855 Dated 1.10.2018.
2. Notice to proceed vide PM, PIU letter no PIU/IND/2F/4341 Dated 18.12.2018.
3. This office letter no. MPUDCL /PMU/2F/2020/3898 Dated 27.06.2020.
4. PM, PIU, Khargone letter no. PIU/KGN/2020/1639 Dated 29.09.2020

Aforesaid work had been awarded to your firm vide letter dated 1.10.2018 and the scheduled date of completion is 30.04.2021. However, despite continuous support, pursuance and reminders from PIU, PMU and PMC, your firm has failed to achieve desired progress to complete the Design Build works within the schedule date of completion. The status of time elapsed and progress made so far under the contract is as under:

S. No.	Activity	Status
1	Date of Commencement	1.01.2019
2	Schedule date of Completion	30.04.2021
3	Percentage time elapsed	77.00 %
4	Percentage time remaining	23.00 %
5	Physical Progress	14 %
6	Financial Progress	2 %

It is evident that the progress of works is extremely slow and not rational w.r.t. time elapsed despite most of the work fronts are available to your firm. The poor performance, disproportionate progress, non-achievement of milestone is adversely affecting the ultimate deliverables. It is regretted to state that you could not achieve the financial targets based on your own commitments. The status of your achievement is as under:

(In Rs. Crores)

Month	Commitment during the month	Cumulative Commitment	Achievement during the month	Cumulative Achievement	Slippage
September	0.19	0.19	0	0	0.19

Madhya Pradesh Urban Development Company Limited
(CIN No: U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

It is evident that that there is a no achievement in your own commitment for the month of September, 2020.

In accordance to ***GCC clause 15.1: (Notice to correct)***, you are directed to expedite the progress by mobilizing additional resources for completion of works within schedule period. If significant improvement in the progress is not observed within 15 days then, action as per ***GCC clause 15.2: (Termination for contractor's default)*** may be initiated against your firm. You may submit your reply in defense highlighting facts from your side in writing on or before 30.10.2020.

Please acknowledge the receipt of this letter

14/10/20

(Vijay Kumar Gupta)
Chief Engineer,
MPUDC

No./PMU/ENGG/2G/2020/ 7430 **Bhopal, Dated.....14./10/2020**

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Financial Controller, MPUDC, Bhopal.
4. Project Manager, PIU, Khargone for necessary action.
5. Team Leader, PMC, Bhopal for necessary action.
6. ACM (PMC), Indore for necessary action.

14/10/20

Chief Engineer,
MPUDC

Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Khargone

To,

Sub: - Notice regarding slow work Progress of Barwaha Sewerage Project under Package 2G (MPUSIP)

Ref-

1. This office letter no.1639 Khargone dated 29/09/2020.
2. This office letter no.1769 Khargone dated 14/10/2020.
3. PMU Bhopal letter no. 7429 Bhopal dated 14/10/2020.
4. This office letter no.1901 Khargone dated 03/11/2020.

----------00----------

With reference to above subject, the work at Barwaha site is going on at very slow rate in-spite of several instructions given to you. This is affecting the overall speed of project, the progress of works under the contract package is not at all rational with respect to time elapsed. Your poor performance, disproportionate progress, non-achievement of milestone is adversely affecting the ultimate deliverables, due to your slow progress and sluggish mobilization of resources the end users and beneficiaries of Barwaha town under the contract package will be deprived of timely access of sewerage project.
But till date, there is only physical progress of 14.2% & financial progress is only 2.17%.

1. **Laterals and outfall trunk sewer** - As you had started the laying work on dated 09.09.2019 and laid only 5km of pipeline up to march 2020 but due to COVID-19 govt. implemented the lockdown on dated 23/03/2020 and after that the written permission was also given by CMO vide his letter no. 902 dated 08/06/2020 to you to resume the work but you had resumed your pipe laying work in October 2020 after four month instead you can utilize that period by mobilizing more and more manpower and machineries and can achieve the good progress but you had not taken any serious step due to which the progress of the project is getting affected. The verbal permission from MPRDC was also received to lay the pipeline along MPRDC Road SH-36 but after that no satisfactory performance was given by you and laid only 60m pipeline till date on MPRDC Road. The total pipe laying work done till date is 5.936km out of 29.966 KM which is very Unsatisfactory & poor performance.

S.no.	DesignQuantity	Executed Quantity
1	29.966km	5.936km

2. **Road Restoration-** The Road Restoration work started on dated 21/10/2020 but till date only 480m Road Restoration work executed at site which is very Unsatisfactory and poor performance. So it is strictly instructed to you to expedite the road restoration work on priority basis by mobilizing extra machineries and manpower to achieve the milestone as local residential of Barwaha town are facing problem due to your careless piece of work.

3. Manholes-

S.no	Design Quantity	Executed Quantity
1	1293nos	78nos

4. House Connection-

S.no	Design Quantity	Executed Quantity
1	2754nos	89nos

5. **Leakage test of DWC pipe**- only 70 lm pipeline testing done out of 2900mtr.

6. **STP**- The land of STP was already handovered to you on dated 26/09/2018 but till date only the Excavation work for CCT Building was done at site which is very slow progress.

7. **MPS**- Start the work at MPS as early as possible to achieve the desired progress of project. As the land of MPS is cleared from all hindrances.

So you are directed to expedite the progress of work on site and also to do the submission and get the design drawings approved and avoid any further delay. If significant improvement in the progress is not observed within 15days then, action as per **GCC clause 15.2: (Termination for Contractors default)** may be initiated against your firm. Also, submit your updated work plan well in advance for achieving the milestones on time accordingly as per contract agreement.

This whole delay is to be considered on your part.

(B L. Jaiswal)
Project Manager
Project Implementation Unit, Khargone

No: PIU/KGN/28/2020/ 1951 Khargone, Date:- 07/11/2020

Copy to:-

1. Chief Engineer, A.D.B Projects, MPUDCL Bhopal.
2. Team Leader, TATA Consultancy Services (PMC), MPUSIP, Bhopal
3. APM, PIU Khargone, MPUDCL.
4. AC/M/TATA Consultancy Services (PMC), Indore.
5. Sub-Engineer, PIU Khargone, MPUDCL.
6. File.

Project Manager
Project Implementation Unit, Khargone

Madhya Pradesh Urban Infrastructure Development Company Limited
(MPUIDC) Under Urban Housing Department
Project Implementation Unit, Khargone

No. 55 /2020 /PIU/KHG Khargone, Dated 14/11/2020

To,

M/s Shivalaya Construction Co. Pvt. Ltd.
Plot No. 1, 1st Floor, Lane - 3, Sarvodaya,
Vasant Kunj, New Delhi-110070
Email - shivalayaconstruction@gmail.com

Sub: - Notice regarding slow work Progress of Barwaha Sewerage Project under Package 2G (MPUSIP-2G).

Ref. :-

1. This office letter no.1619 Khargone dated 29/09/2020.
2. This office letter no.1769 Khargone dated 14/10/2020.
3. PMU, Bhopal letter no. 7429 Bhopal dated 14/10/2020.
4. This office letter no.1901 Khargone dated 03/11/2020.
5. This office letter no.1950 Khargone dated 07/11/2020.

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With reference to above subject, the work at Barwaha site is going on at very slow rate inspite of several instructions given to you. This is affecting the overall speed of project, the progress of works under the contract package is not at all satisfied with respect to time elapsed. Your poor performance, disproportionate progress, non-achievement of milestone is adversely affecting the ultimate deliverables due to your slow progress and sluggish mobilization of resources the end users and beneficiaries of Barwaha town under the contract package will be deprived of timely access of sewerage project.

The Road Restoration work started on dated 21/10/2020 but till date only 1300m out of approx. 4000m Road Restoration work executed at site which is very Unsatisfactory and poor performance. So it is strictly instructed to you to expedite the road restoration work on priority basis by mobilizing extra machineries and manpower to achieve the milestone as local residential of Barwaha town are facing problem due to your careless piece of work.

But till date, there is only physical progress of 14.2% & financial progress is only 2.17%.

	Financial Target (In Cr.)	Achievement (in Cr.)
Progress	**Total up to Nov.-2020**	
In Rs.	**1.6**	**0.22**

The above figure shows you are unable to achieve the Financial target which is a matter of real concern.

Your Dec. 2020 target is 1.19 Cr. And there is a slippage of 1.38 Cr. So, Total upto Dec.2020 you have to achieve the target of 2.57Cr.

So you are directed to expedite the progress of work on site and also to do the submission and get the design drawings approved and avoid any further delay. If significant improvement in the progress is not observed within 15days then, action as per **GCC clause 15.2:**

(Termination for Contractors default) may be initiated against you. Thus, submit your explanation in this regard within 15 days failing which the decision will be taken accordingly as per contract agreement.

Any delay in this regard will be considered on your part.

(B.L. Jaiswal)
Project Manager
Project Implementation Unit, Khargone

No. PIU/KGN/32/2020/2020 Khargone, Date:-14/12/2020

Copy to:-

1. Engineer-in-Chief, MPUDCL, Bhopal.
2. Chief Engineer, MPUDCL Bhopal.
3. Team Leader, TATA Consultancy Services (PMC), MPUSIP, Bhopal.
4. APM, PIU Khargone, MPUDCL.
5. M/S TATA Consultancy Services (PMC), Indore.
6. Sub-Engineer, PIU Khargone, MPUDCL.
7. File.

Project Manager
Project Implementation Unit, Khargone

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2023/ ...404-2... Bhopal, Dated: 17/05/2023

Minutes of Contract Review Meeting held on 10.05.2023
Venue: MPUDC, VC Hall
Subject: General Review Meeting of all MPUSIP projects

Progress review meeting of all packages of ADB (Phase-1) projects was held at 11:00 AM on 10.05.2023 in conference hall of MPUDC under the chairmanship of Mr. Deepak Ratnawat, Engineer-in-Chief, MPUDC

PIU BHOPAL:

1. Package 1A
Contractor – M/s Rean Watertech Pvt. Ltd.
Physical Progress- 80.60%

Boda

i. Chair expressed their concern for not completing the distribution network along with hydrotesting, balance house service connections, suggested rectification, installation of valve at junction point.

ii. The water supply to the consumers was continuing with existing distribution network. It was directed to commence the supply from newly laid distribution network.

iii. The contractor was directed to complete the physical progress 100% and financial progress 90% without failure before 30.06.2023.

iv. The contractor was directed to submit the revised design build cost incorporating all savings/excess if any

Kurawar

i. The contractor was directed to complete the physical progress 100% and financial progress 90% without failure before 30.06.2023.

ii. The contractor was directed to submit the revised design build cost incorporating all savings/excess if any

Kothri

i. The Contractor was directed to complete the gravel pack tube well.

ii. The Contractor was directed to complete the recharging structures.

iii. The contractor was directed to complete the works other than water shed in all respects before 30.06.2023.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

8. Package 2F
Contractor – M/s Annu Infra Construct India Pvt. Ltd.
Physical Progress- 59.20%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.

ii. The matter regarding the variation of the HT line at Anjad has been discussed. The Contractor's representative has committed for the submission of revised variation after incorporating the compliance of the observations within 3 days.

iii. It was instructed to the Contractor to complete the remaining works of Anjad Sewerage Scheme by 30.06.2023 by deploying the required manpower, materials, and machinery.

iv. The Contractor was also instructed to commence the remaining work at Kayakalp roads of ULB considered at Anjad Sewerage Scheme and complete the same by 30.05.2023.

v. The Contractor was also instructed for the submission of variation regarding saving immediately.

vi. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 96 Lakhs of April-2023.

vii. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Anjad Sewerage Scheme – 30.06.2023.

b. Commissioning of of Anjad Sewerage Scheme – 30.09.2023.

9. Package 2G
Contractor – M/s Annu Infra Construct India Pvt. Ltd.
Physical Progress- 42.70%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.

ii. The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously.

iii. The PM, PIU, Khargone has also informed that the Project Manager deployed by the Contractor is not taking any interest in expediting the progress of work. Despite several instructions for change of Project Managar at Barwaha Sewerage Scheme, the same is yet to be complied.

iv. The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme was discussed. It was informed by the Contractor's representative and PM, PIU, Khargone that the MPPKVVCL is not permitting the new connection until the clearance of earlier dues of Nagar Parishad, Barwaha. The Chief Engineer, MPUDC, Bhopal informed the Contractor that he will discuss the matter with higher officials and try to resolve the same at the earliest.

Madhya Pradesh Urban Development Company Limited
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(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

v. The Contractor was also instructed to commence the remaining work at Kayakalp roads of ULB considered at Barwaha and complete the same by 15.05.2023.

vi. The Contractor was also instructed for the submission of variation regarding saving immediately.

vii. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 43 Lakhs of April-2023.

viii. The PM-PIU, Khargone has been directed to issue the Notice to Correct to the contractor and after getting the reply from the contractor's side, submit the recommendation to the PMU office accordingly within 15 days.

ix. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Barwaha Sewerage Scheme – 30.09.2023.

b. Commissioning of Barwaha Sewerage Scheme – 31.12.2023

10. Package 2H
Contractor – M/s Multiurban Infra Services Pvt. Ltd.
Physical Progress- 4.35%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.

ii. The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, the Chair instructed Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC, HDPE pipes, Manhole Frame and Cover, etc. at the site.

iii. It was informed by the Contractor's representative that the inspection of DWC pipes has already been completed and the pipes will reach at the site within 10 days.

iv. The Chair has also expressed his displeasure over the delay in submission of QAP of the Manhole frame and cover.

v. It was instructed to the Contractor's representative, PM, PIU, Khargone and ACM, PIU (PMC), Indore to submit required application of pending permission at the earliest to avoid the delay due to the same.

vi. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 60 Lakhs of April-2023.

vii. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Sanawad Sewerage Scheme – 30.06.2024.

b. Commissioning of Sanawad Sewerage Scheme – 30.09.2024.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

PIU JABALPUR

18. Package 5B
Contractor – M/S Indian Hume Pipe Company Ltd.
Physical Progress- 93.56%
WSS Bhedaghat, Patan, Majholi, Katangi, Panagar, Tendukheda and Sihora

i. The Chair instructed the contractor to submit in writing that supply of water in the whole town has been started thoroughly by our own network and the project is running technically and physically by our network only, before claiming trial run of the towns.

ii. Contractor apprised that the trial run in Bhedaghat has been completed and The Chair agreed with the same. Trial run of remaining towns which are Panagar, Patan, Majholi and Katangi is in progress approval of which is to be given by PIU.

iii. Contractor agreed to start trial run of Sihora and Tendukheda till 30/05/2023 (100% physical and 90% financial) and will complete the commissioning till 30/07/2023 (100% physical and 100% financial)

iv. Chair instructed to comply with his instructions given for Intake Well and WTP at Bhedaghat, during his visit.

v. Units of WTP to be connected properly for proper functioning

vi. Since the network for whole water supply is too large, hence residual chlorine at Panagar, Sihora, Patan, Tendukheda, Majholi and Katangi has not been found as per the norms. In this context, Chair instructed to develop separate chlorine dosing systems at all the towns for Sump/OHT, proposal for the same is to be submitted by contractor till 20/05/2023

vii. Final amount of "work to be done" for the whole project is to be submitted within 7 days and financial commitment to be submitted accordingly

viii. The Chair instructed the ACM and PIU team to visit all the towns and ensure completion of faulty and pending works so that trial run can be started properly.

19. Package 5G
Contractor – M/s Engineering Professional Company Pvt. Ltd. M/s JV South Gujarat Construction Company Pvt. Ltd.
Physical Progress- 72.95%

Sewerage Project Saikheda

i. Contractor has been instructed to complete the remaining works including house service connections till 30/06/2023

ii. Trial run of the whole scheme including construction of chambers and completion of STP to be started till 31/07/2023

iii. ULB has requested to construct 5 numbers of roads up to full width. Chair instructed the contractor to submit the proposal of the same through PM, PIU to PMU office Bhopal within 7 days for further approval.

respective ACM, PIU (PMC) and the PM, PIU will finalize the same and issue it to the Contractor with intimation to this office.

ix. It was directed that wherever there is a tube well, proper stone pitching of 2m X 2m should be provided with mesh and should be kept clean.

x. Contractor has been directed to submit Geo technical report of all structures for review and approval.

xi. The contractor should submit the detailed revised work plan based on work done and work to be done within 2 days.

xii. Pipe laying work which are to be done beneath the roads which are under Kayakalp Abhiyan should be done before 15/05/2023

xiii. It was directed that all the projects should be commissioned as per extended time of contract package and should be before and up to 31/12/2023

xiv. Contractor was directed to finalize refurbishment proposal for existing structures at priority

xv. Final amount of the projects shall be freeze to finalize saving/excess and final amount of work to be done should be sent within 7 days

Meeting ended with thanks to chair.

(Deepak Ratnawat)
Engineer in Chief,
MPUDC

No./PMU/ENGG/2023/ ... 4043 **Bhopal, Dated...17../05/2023**

Copy to:

1. PA, to Managing Director, MPUDCL Bhopal
2. PA, to Additional Managing Director, MPUDCL Bhopal
3. Chief Engineer, MPUDCL, for information please.
4. Finance Controller, MPUDCL, for information please.
5. All POs, MPUDCL for information and necessary compliance.
6. All PM, PIUs, MPUDCL for information and necessary compliance.
7. Team Leader, PMC Bhopal (TATA) for information and necessary compliance.
8. All ACMs, TATA PMC for information and necessary compliance.
9. All Contractors MPUSIP- I for information and necessary compliance

Engineer in Chief,
MPUDC

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2023/ ...6208 Bhopal, Dated: ...19/07/2023

Minutes of Contract Review Meeting held on 15.07.2023
Venue: MPUDC Conference Hall
Subject: General Review Meeting of all MPUSIP projects

Progress review meeting of all packages of ADB (Phase-1) projects was held at 12:00 PM on 15.07.2023 in conference hall of MPUDC under the chairmanship of Managing Director, MPUDC.

General Instructions:

- Completion of balance works mentioned in sectional commissioning certificates
- Submission of As-Built Drawings
- Submission of Operation and Maintenance manual
- Establishment of water testing lab
- Deployment of O&M staff at site
- Development of Billing management system
- SIP including Part 3 & 4
- Ensure and check P&I Diagram, Flow Diagram, Proper functioning of SCADA System, Input/ Output Diagram for their respective scheme.
- Rehabilitation of OHT & WTP
- Door to door survey
- Commence preparation of final Bill
- Delay Damages to be submitted by end of August-23

PIU BHOPAL:

- The Project Manager, PIU, Bhopal has briefed the Chair about the current status of the progress of work at Boda, Kurawar & Kothri WSS. He shows his dis-pleasure on deployed manpower and other resources in vicinity to complete the project by Dec 2023.
- The contractor was directed to execute the required work for rehabilitation of existing infrastructures.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Boda, Kurawar & Kothri WSS – 31.07.2023, 31.08.2023 & 30.09.2023 respectively.
    - Commissioning of Boda, Kurawar & Kothri WSS – 31.08.2023, 30.09.2023 & 31.10.2023 respectively.

has apprised to the chair that, there is no approval is pending from PIU and also informed that the renovation items of OHT's had already been approved in previous variation for all the towns. And accordingly, the renovation work of existing OHT at Makdon has already completed by the contractor. And also inform that the proposal for Guard rooms and boundary wall in Susner, Makdon and Pankhedi is yet to be submitted by the contractor. Further, the contractor was directed to submit the proposal at the earliest.

- The PM-PIU, has been directed not to issue the Commissioning Certificate until the refurbishment works are complete by the contractor in all respect.

PIU KHARGONE

Package 2B:

- The Engineer-in-Chief, MPUDC, Bhopal has briefed the Chair about the current status of the progress of work at Karhi, Kasrawad, Rajpur and Pansemal WSS.
- It was instructed to the Contractor for immediate commencement of rehabilitation of the existing WTP at Kasrawad and Rajpur.
- It was also instructed to the Contractor's representative that the Section Commissioning of the components after WTP is to be issued only after the rehabilitation of the existing WTP at Kasrawad.
- It was instructed to the PM & APM, PIU, Khargone that they will monitor the progress of work regularly and if any shortfall is observed will be notified to the MPUDC, Bhopal office and will issue *"Notice to Correct"* to the Contractor.
- It was instructed to the Contractor's representative for immediate commencement of work at Pansemal WTP and OHT. The Contractor's representative informed that he will deploy the machinery by tomorrow i.e., on 16.07.2023.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Kasrawad and Rajpur WSS (without rehabilitation of existing WTP) – 31.07.2023.
    - Trial run of Karhi WSS in all respect – 30.09.2023.
    - Commissioning of Kasrawad and Rajpur WSS (without rehabilitation of existing WTP)– 31.10.2023.
    - Commissioning of Karhi WSS in all respect – 31.10.2023.
    - Rehabilitation of existing WTP at Kasrawad and Rajpur WSS – 30.09.2023.

Package 2F:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.

486

- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Anjad Sewerage Scheme – 31.07.2023.
    - Commissioning of Anjad Sewerage Scheme – 31.08.2023.

Package 2G:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
    - Commissioning of Barwaha Sewerage Scheme – 31.10.2023
    - The PM PIU intimated regarding selection of sub engineer in another exam & requested for early restoration.

Package 2H:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Sanawad Sewerage Scheme – 30.06.2024.
    - Commissioning of Sanawad Sewerage Scheme – 30.09.2024.
- It was instructed to the Contractor's representative for the submission of the revised physical and financial planning according to the above.

PIU GWALIOR

Package 4D:

- CE-MPUDC directed the Contractor to commence the trial run and complete the Commissioning of all towns.
- Karera town to Commence the trial run by 30/10/2023 and complete the commissioning by 31/12/2023.
- Aron town to start the trial run by 31/08/2023 and complete the commissioning by 31/12/2023.
- Bairad town to Commence the trial run by 31/07/2023.
- Vijaypur to Commence the trail run by 30/10/2023 and complete the commissioning by 30-11-2023
- Pichhore town to start the trial run by 31/08/2023 and completed the commissioning by 30-09-2023

PIU/Chambal/2023/Comm/955. The figure 884 Lakhs reflected has been taken from earlier submission on dated 06-04-23 vide letter no. PIU/Chambal/2023/Comm/667. Hence Financial achievement in column no. 12 will come up to 104%.

PIU JABALPUR

Package -5B:

As per the commitment of Contractor representative following are the tentative dates: -

Name of Town	Committed date of Trial Run	Probable date of Commissioning
Bhedaghat	Under Trial Run	31/10/2023
Patan	Under Trial Run	31/10/2023
Katangi	Under Trial Run	31/10/2023
Panagar	31/07/2023	31/10/2023
Majholi	31/07/2023	31/10/2023
Sihora	31/07/2023	31/10/2023
Tendukheda	31/07/2023	31/10/2023

- As per CE sir instructions, contractor has to ensure proper dosing of chlorine at WTP so at tail end chlorine is available in the water. Also should be ensured that for water supply of Bhedaghat chlorine should not be in excess. (As per the contractor, proposal already sent For this and pending at PMC- Bhopal office)
- During CE sir's last visit at WTP Bhedaghat, CE sir suggested ladders for intake well. As per information received from contractor design approved for that in last week and contractor will start the work from next week.
- CE sir instructed the contractor to achieve financial targets. Contractor representative ensure that they will start the next billing for commissioning also.
- For Rehabilitation of old structures, contractor's representative ensure that they will start the work for existing OHTs from next week.

Package-5G:

- As per the contractor's representative, Trial Run will commence from 31/07/2023 and Commissioning will be done till 01/11/2023.
- Contractor representative informed that STP Plant work is completed. The only issue is that water is not sufficient for plants to run.
- Contractor representative informed that connection progress is 65% and due to rain it gets affected to speed up. He also assured to increase manpower to take up the remaining connections.

- As per DPM-PIU Jabalpur, Work for 2 Nos of De-watts in ward-15 due to this trail run and commissioning get affected. Further contractor representative ensure that they will complete the work to commissioning including ward-15 till 31/12/2023.

PIU SAGAR

Package 6B:

- Trial run is going on in Makronia Town. Makronia Town is to be commissioned by 30th September 2023.
- Trial run of 4 zones is in progress in Sagar Town. The trial run of the remaining 4 zones is to be started by 30 September 2023.
- The commissioning of Sagar Town is to be done by 30 December 2023.

Package 6C:

- All the remaining works in Rahatgarh Town, including anicut, have to be completed by 30 September 2023. And the commissioning of the scheme have to be completed by 31-10-2023.

PIU REWA

Package -7A:

- Contractor representative stated that the scheme is under Trial Run, and Commissioning will be done up to 31/08/2023.
- Flow Meter delivered at site and installation of the meter to commence on 17-07-2023..
- Regarding the additional network in the Mauganj Town. Contractor's representative stated that work of additional network has already been completed

PIU CHHATARPUR

Package 6A:

- Trial run of Rajnagar and Khajuraho Town to be Commenced by 30 July 2023.
- The commissioning of Rajnagar and Khajuraho Town have to be completed by 30 September 2023 except Kharoi OHT.
- Rajnagar Existing Oht 200KL refurbishment proposal have to be submitted by contractor before 30-07-2023.

Package 6D:

Hatta

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

- As per the contractor's representative, Trial Run will commence from 31/08/2023 and Commissioning will be completed by 31/10/2023.
- SCADA system delivered at site and installation will commence from 17-07-2023.
- Transformer not installed in the town. (MPEB Issue)
- DPM-PIU informed that the industrial meter is not in stock and he is continuously following up for this. As soon as Industrial meters are available then they will start the process for remaining work of MPEB.

Chandia

- As per the contractor's representative, Trial Run will commence from 31/10/2023 and Commissioning will be completed by 30/11/2023.
- As per the contractor's representative, Electromechanical material delivered at site and team for the work will be mobilized from next week.
- Contractor representative requested for approval of Variation which is pending at TCE-Bhopal office.

Meeting ended with thanks to chair.

(Deepak Ratnawat)
Engineer in Chief,
MPUDC

No./PMU/ENGG/2023/ ...6209

Bhopal, Dated....19./07/2023

Copy to:

1. PA, to MD, MPUDC Bhopal
2. PA, to AMD, MPUDC Bhopal
3. DPD (T), MPUDC, Bhopal, for information please
4. Chief Engineer, MPUDC, for information please
5. Finance Controller, MPUDC, for information please
6. All Pos, MPUDC for information and necessary compliance
7. All PM PIUs, MPUDC for information and necessary compliance
8. Team Leader, PMC Bhopal (TATA) for information and necessary compliance
9. All ACMs, TATA PMC for information and necessary compliance
10. All Contractors MPUSIP- 1 for information and necessary compliance.

Engineer in Chief,
MPUDC

Construction of Sewerage Project at Barwaha

For construction of sewerage Project at Barwaha, MPUDC had called tender & allotted to M/s Anu Infra Construct India Pvt. Ltd. New Delhi, on dated 01.10.2018 and agreement was executed on 01.111.2018. Twenty-Eight Months (i.e. up to 30.04.2021) time was given to complete the work. Due to very slow progress of work in spite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress.

Following are the status of progress the work at the time of termination of contract and present up to date progress of work.

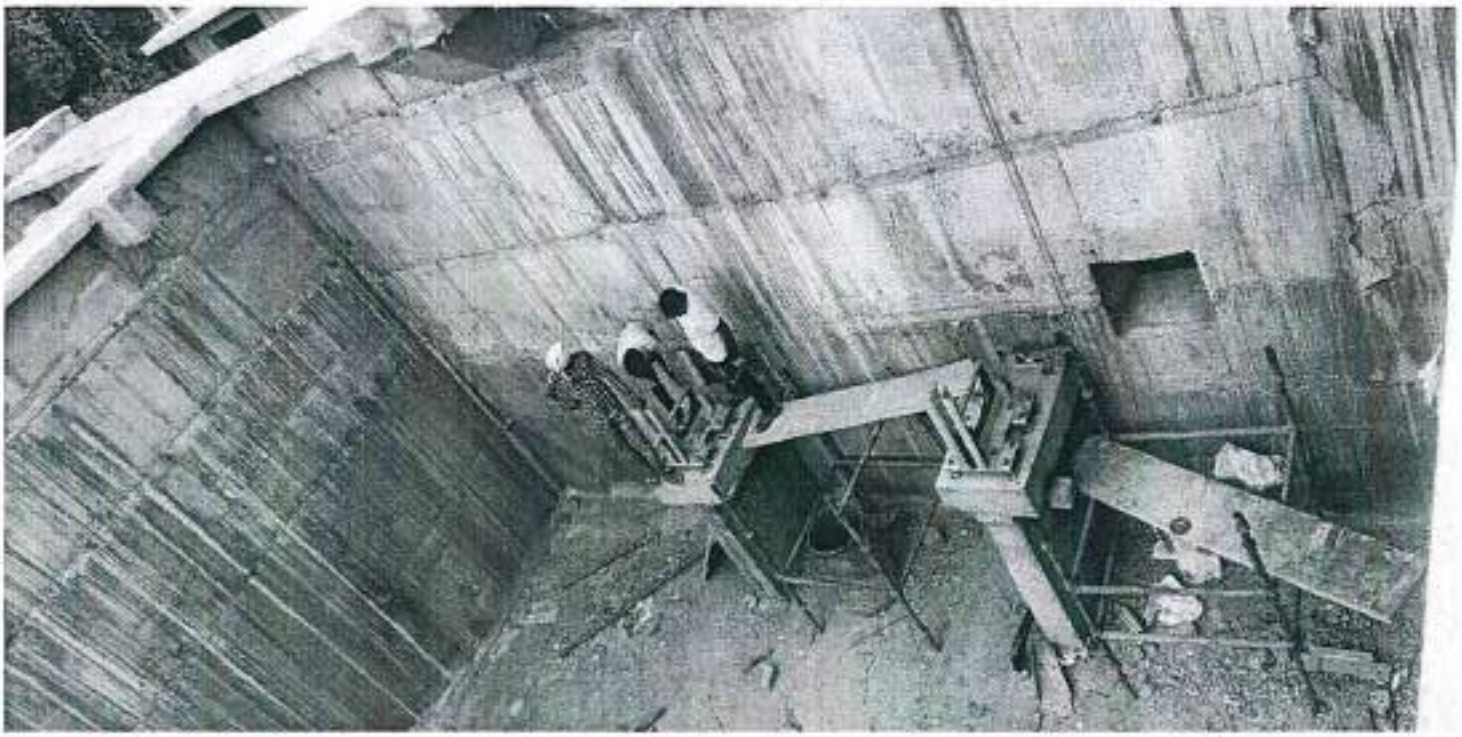
S. No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	31.27 Km	17.765 Km
2	House Service connections	2754 Nos	481 Nos
3	Road Restoration	21.58 Km	16.26 Km
4	STP (3.75 MLD)	1 Job	65% (Civil work)
5	IPS	1 Job	88% (Civil work)
6	MPS	1 Job	80% (Civil work)
Overall all Physical Progress			45%
Overall all Financial Progress			31%

Team Leader (PMC)
Cum Water Supply Expert

Barwaha Sewerage Project

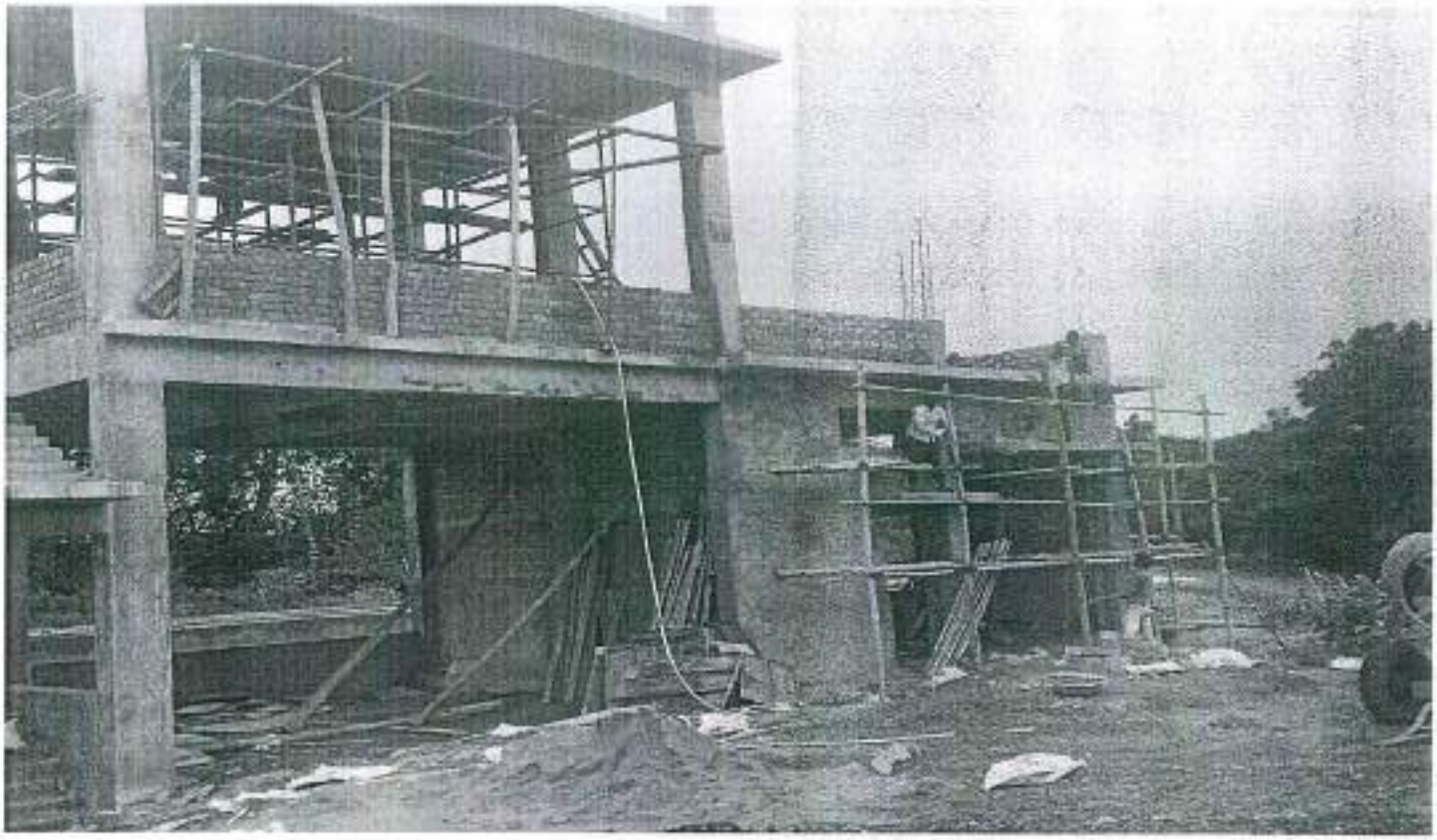


Road Restoration Barwaha PKG-2G

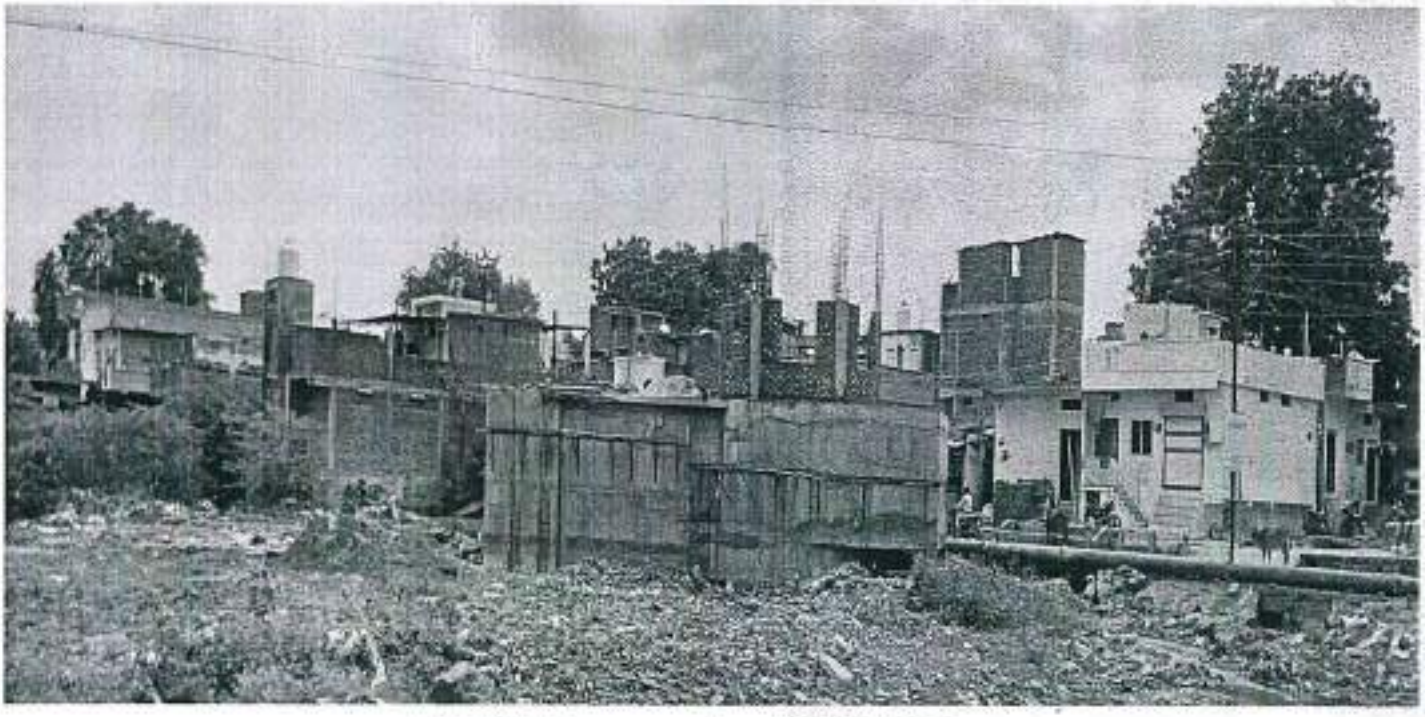


SBR Barwaha PKG-2G

Barwaha Sewerage Project



Centrifuge House Barwaha PKG-2G



MPS Barwaha PKG-2G

Annexure R-11 (Colly.)

Sanawad Sewerage Project

Sr. No	Date	Details of actions taken for the work
1	2	3
1	13.01.2021	The work of Sanawad Sewerage Project was awarded to M/s Multiurban Infra Services Pvt. Ltd. Nagpur, vide LOA No. PMU/ENGG/2021/411 Bhopal dated 13.01.2021 Time allowed for complete the work is Twenty-Eight months from the date of signing the contract agreement. [Annexure-1]
2	23.04.2021	Contract agreement was signed on 23.04.2021 and Commencement date was 27.04.2021. Hence time allowed to complete the work up to 25.08.2023 [Annexure-2]
3	30.11.2021	Letter was written to contractor regarding Notice to Correct due to slow progress of Design Build works vide letter no. PMU/ENGG/2H/2021/10741 dated 30.11.2021 [Annexure-3]
4	30.12.2021	Letter was written to contractor regarding Pending submissions and slow progress of work vide letter no. PMU/ENGG/2021/11673 dated 30.12.2021 [Annexure-4]
5	17.05.2023	Minutes of Contract Review Meeting held on 10.05.2023 of all MPUSIP Projects [Annexure-5]
6	19.07.2023	Minutes of Contract Review Meeting held on 15.07.2023 of all MPUSIP Projects [Annexure-6]
7		Present Status of work [Annexure-7]
8		Recent Photographs of the works [Annexure-8]

Team Leader (PMC)
Cum Water Supply Expert

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/2021/ 411 **Bhopal, dated** 13 /01/2021

To:

M/s Multiurban Infra Services Pvt. Ltd. &
M/s Aquatech Solution Pvt. Ltd. (JV)
Sarvodaya Cloth Market, Gandhibagh
Nagpur (Maharashtra) -440002

Attn: Mr. Praveen Rander **Email:-** info@multiurban.com

Subject: MPUSIP- Notification of Award of Contract for Package no MPUSIP-2H Improvements of Sewerage System in Sanawad Nagar Parishad in Khargone District in Madhya Pradesh.

Reference: Your bid dated 10th August, 2020 for the Contract Package MPUSIP–2H.

Dear Sir,

We are pleased to notify you that your bid dated 10th August, 2020 for the execution of Package No MPUSIP 2H - **Improvements of Sewerage System in Sanawad Nagar Parishad in Khargone District in Madhya Pradesh** for the Accepted Contract Amount equivalent of **Rs.43,95,24,579/-** (Rupees Forty Three Crore, Ninety Five Lac, Twenty Four Thousand, Five Hundred and Seventy Nine only) as corrected and modified in accordance with the Instructions to Bidders (ITB) is hereby accepted by us.

The amount is made up of the following components:

For the Design-Build of the Works, the amount is **Rs.33,59,19,244/-** (Rupees Thirty Three Crore, Fifty Nine Lac, Nineteen Thousand, Two Hundred and Forty Four only).

For the Operation and Maintenance Services, the amount is **Rs.8,67,05,335/-** (Rupees Eight Crore, Sixty Seven Lac, Five Thousand, Three Hundred and Thirty Five only).

For the Assets Replacement Fund, the amount is **Rs.10,00,000/-** (Rupees Ten Lac only).

And for Provisional Sum, the amount is **Rs. 1,59,00,000/-** (Rupees One Crore and Fifty Nine Lac only).

You are now requested to furnish the Performance Securities as under:

1. **Rs.3,35,91,924/-** (Rupees Three Crore, Thirty Five Lac, Ninety One Thousand, Nine Hundred and Twenty Four only) in accordance with

Clause 4.2 of Particular Conditions of Contract for an equivalent amount of ten (10) percent of Acceptable Contract Amount of Design Build of the Works valid at least for 878 days.

2. **Rs.51,23,965/-** (Rupees Fifty One Lac, Twenty Three Thousand, Nine Hundred and Sixty Five only) in accordance with Clause 36.5 of I.T.B. an additional Performance Security valid at least for 878 days.

You are also requested to furnish the above mentioned Performance Security within 28 days in accordance with the Conditions of Contract. For the purpose of Performance Security, Form included in Section 9 (Contract Forms) of the Bidding Document should be used.

You are hereby advised that as per provisions of Sub clause 4.2 (c) of Particular Conditions of Contract, you are required to furnish, within 28 days from the commencement of commissioning period, second installment of Performance Security equivalent of ten (10) percent of Accepted Contract Amount of Operation & Maintenance Services excluding cost of electricity consumed, determined as 30% (thirty percent) of variable O&M cost and that is **Rs.73,17,374/-** (Rupees Seventy Three Lac, Seventeen Thousand, Three Hundred and Seventy Four only).

Please note that this notification of Letter of Acceptance is issued to you as per clause 40.1 of the ITB constitutes a formation of the contract as per the clause 40.3 of the ITB.

You are also requested to:-

(i) Submit the work program,
(ii) Submit list of technical persons to be mobilized during Design Build Period as per the section-4 of Bid Document, and
(iii) bring the original documents submitted in the online bid at the time of signing of contract agreement.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Endt.No. PMU/ENGG/2021/ 412,
/01/2021

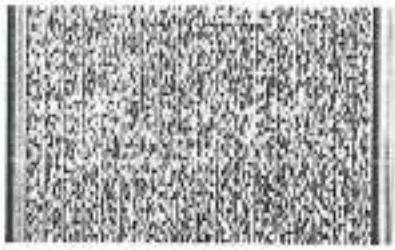
Bhopal, dated 13/1/2021

Copy to:-

1. Managing Director, MPUDC & Commissioner, Urban Administration and Development, Palika Bhawan, Bhopal for information please.
2. Additional Managing Director, MPUDC for information please.
3. Finance Controller, MPUDC for information

Engineer-in-Chief
MPUDC

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101052004202100532S		
Total E-Stamp Amount	440000		
Govt. Stamp Duty (Rs.)	440000	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Upkar Amount (Rs.)	0
Exempted Amount(Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	20/04/2021 16:59:07		
Service Provider or Issuer Details	Neelu Namdev/SP0116420042017000076		
SP/SRO/DRO/HO Details	WARD NO 1 TEHSIL ROAD OLD ITARSI ITARSI TEH ITARSI DIST HOSHANGABAD ITARSI HOSHANGABAD		

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work Contract, not being a Development/Construction Agreement or a Security Bond, containing an agreement to secure the due performance of a contract or due discharge of a liability Ð (i) If contract value is upto Rupees 50 lacs Ð Rupees 500. (ii) If contract value exceeds Rupees 50 lacs Ð 0.1 percent of contract value subject to a maximum of rupees 5 lacs.
Purpose	Work Contract Agreement

First Party Details

Organization Name	M P URBAN DEVELOPEMENT COMPANY PVT LTD
Address	MADHYA PRADESH URBAN DEVELOPEMENT COMPANY PVT LTD, AMARKANTAK BHAVAN NEAR DAINIK BHASKAR OFFICE ZONE 1, MP NAGAR BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	MISPL and Ms Aquatech Solution Pvt Ltd JV
Address	Sarvodaya Cloth Market, Gandhibagh, Nagpur OFFICE AT Flat no. 4,Bharat Apartment, Near Vijay Laxmi Maternity Nursing Hospital, Gautam Nagar, Bhopal BHOPAL Madhya Pradesh INDIA
Number of Persons	1

This E-stamp is part and parcel of work contract agreement between Madhya Pradesh Urban Development Co. Ltd. And Multiurban Infra Services Pvt. Ltd. & Aquatech Solutions Pvt. Ltd. (JV) for Contract Package number MPUSIP Ð 2H -Improvement of Sewarage System in Sanawad Nagar Parishad in Khargone District in Madhya Pradesh.

CONTRACT AGREEMENT

This Agreement made on the 23rd day of April, 2021.

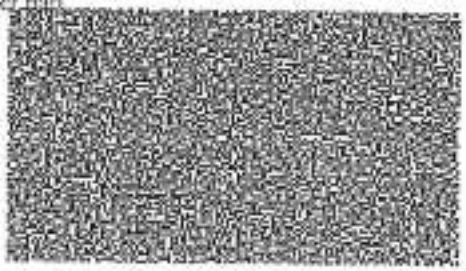
BETWEEN

the Madhya Pradesh Urban Development Company Limited (MPUDC), a Government of Madhya Pradesh undertaking and having its address as: Amarkantak Bhawan, Indra Press Complex, Zone-I, M. P. Nagar, Bhopal - (M.P.) 462011 and represented by its Engineer-in-Chief (hereinafter "the Employer"), of the one part,

AND

M/s Multiurban Infra Services Pvt.Ltd. & M/s Aquatech Solution Pvt. Ltd. (JV) having its address as: Sarvodaya Cloth Market, Gandhibagh Nagpur-440002 (Maharashtra) (hereinafter called "the Contractor"), of the other part.

Digitally signed by NEELU NAMDEV
Date: 2021.04.20 16:59:11 IST



WHEREAS the Employer desires that the Works known as **Improvement to Sewerage System in Sanawad Nagar Parishad in Khargone District in Madhya Pradesh. (Package No.-2H)** should be designed, executed, completed, operated and maintained by the Contractor and has accepted a Bid from the Contractor for the design, execution, completion, operation and maintenance of these Works, and remedying of any defects therein.

The Employer and Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) The Contract Agreement.

   (b) The Letter of Acceptance, dated **13.01.2021,**

   (c) The Letters of Price Bid and Technical Bid.

   (d) The Addenda and Clarifications,

   (e) The Particular Conditions of Contract: Part A- Contract Data,

   (f) The Particular Conditions of Contract: Part B- Specific Provisions,

   (g) The General Conditions of Contract,

   (h) The Specifications,

   (i) The Completed Forms, Schedules and Bill of Quantities,

   (j) The Drawings, and

   (k) Any other document issued by the Employer before signing the Agreement and forming the part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and to remedy any defects therein in conformity with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of design, execution completion, operation and maintenance of the Works and remedying of defects therein, the Contract Price or such other sum as may be payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Engineer-in-Chief
(WPWSC) Bhopal
Govt. of M.P.

ASPL & ASPL

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

For and on behalf the Employer

Engineer-in-Chief
MPUDC Bhopal
Govt. of M.P.

Madhya Pradesh Urban Development Company Limited, **Bhopal**

For and on behalf the Contractor

M/s Multiurban Infra Services Pvt.Ltd. & M/s Aquatech Solution Pvt. Ltd. (JV), Sarvodaya Cloth Market, Gandhibagh Nagpur-440002 (Maharashtra)

In the presence of :

Name:

Signature

Address:

In the presence of :

Name:

Signature

Address:

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2H/2021/19743 Bhopal, Dated. 26/11/2021

To,

M/s Multiurban Infra Services Pvt. Ltd. and
M/s Aquatech Solutions Pvt.Ltd. (JV)
Sarvodaya Cloth Market.
Handloom Bazar, Gandhibagh.
Nagpur- 440002
E-mail: info@multiurban.com

Subject: Package No MPUSIP-2H: Improvement of Sewerage System in Sanawad Nagar Parishad in Khargone district in Madhya Pradesh - **Notice to Correct due to slow progress of Design & Build works.**

Reference: 1. Notice of Award vide PMU/ENGG/2021/411 Dated 13.01.2021.
2. Notice to proceed vide PM, PIU letter no PIU/KGN/91/2021/737 Dated 27.04.2021.
3. This office letter no. PMU/ENGG/2H/2021/8584 Dated 22.09.2021.

The aforesaid work had been awarded to your firm vide letter dated 13.01.2021 and the scheduled date of completion is 25.08.2023. Please refer letter dated 22.09.2021, a site visit report of the waste water expert and ACM, Indore dated 7.09.2021 was forwarded to you to help resolve the site-specific issues and ensure implementation in line with the suggestions given.

However, despite continuous pursuance, from PIU, PMU and PMC, your firm has failed to proactively take up the execution and achieve desired progress to complete the Design Build works within the schedule date of completion. The status of time elapsed and progress made so far under the contract is as under:

S. No.	Activity	Status
1	Date of Commencement	**27.04.2021**
2	Schedule date of Completion	**25.08.2023**
3	Percentage time elapsed	**25.00 %**
4	Percentage time remaining	**75.00 %**
5	Physical Progress	**2 %**
6	Financial Progress	**0 %**

It is evident that the progress of works is extremely slow. Only surveys have been taken up till date but the designs and drawings are yet to be submitted.

Please also note that submission of Service Improvement Plan (SIP) is the prerequisite and contractual obligation. Your attention is drawn to the clause 3.3 of section 6: Employer's requirement

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

which stipulates that the contractor shall submit the draft SIP within 60 days from the commencement date however, the same is still awaited from your firm till date clearly establishing delay on your part.

In accordance to *GCC clause 15.1: (Notice to correct)*, you are directed to expedite the progress for completion of works within schedule period. If significant improvement in the progress is not observed within 15 days, then action as per contractual provisions may be initiated against your firm. You may submit your reply in defense highlighting facts from your side in writing on or before 15.12.2021.

Please acknowledge the receipt of this letter

(Deepak Ratnawat)
Engineer-in-Chief,
MPUDC

No./PMU/ENGG/2H/2021/ 10742 Bhopal, Dated...30./11/2021

Copy to:

1. Additional Managing Director, MPUDC for information.
2. Project Manager, PIU, Khargone for necessary action.
3. Team Leader, PMC, Bhopal for necessary action.
4. ACM (PMC), Indore for necessary action.

Engineer-in-Chief
MPUDC

Madhya Pradesh Urban Development Company Limi
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Prade
Project Management Unit

No. PMU/ENG/2021/ 11673

Bhopal, Date: 29/12/2021

To
M/s Multiurban Infra Services Pvt. Ltd. &
M/s Aquatech Solution Pvt. Ltd. (JV),
Sarvodaya Cloth Market, Gandhibagh
Nagpur (Maharashtra) -440002
Email:- info@multiurban.com

Subject: Improvement of Sewerage System in Sanawad Nagar Parishad in Khargone district in Madhya Pradesh, Contract Package MPUSIP-2H- **Pending submissions and slow progress of work regarding**

With reference to the above subject matter, it is to inform that the letter of acceptance (LOA) has been issued to you on dt 13.01.2021 and the contract was awarded to start the project execution. Almost one year is about to complete from the date of LOA issuance but no work progress is registered in the project. It is in the notice of the MPUDC authorities that the alternative land has been identified in Mirchi Mandi in Sanawad Nagar Parishad for STP and MPS under the said project. Having known the said fact, you would have worked on proposal preparation, prepared design documents and service improvement plan (SIP) under the contract obligations. During field visit of PMC (PMU) officials on 07.09.2021, it was also instructed to measure the land adjoining to trenching ground (ample of land is available in nalla flow course) to have an assessment of land availability so that proposal may be prepared with earth filling and retaining wall construction for land reclamation adjoining to available land for STP but till date no information is made available to PMU, it reflects your lack of interest and pro-activeness in timely project execution and completion.

In context to above, you are hereby instructed to complete the contractual obligations, failing which necessary action shall be taken in line with the contractual provisions.

30/12/21

(Vijay Kumar Gupta)
Chief Engineer
MPUDC

Copy to:

1. Project Manager, PIU, Khargone
2. Team Leader, PMC, Bhopal
3. Assistant Contract Manager, (PMC), Indore

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Madhya Pradesh Urban Development Company Limited
(A Company of Urban Development and Housing Department of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2023/ ...4042 Bhopal, Dated: 17/05/2023

Minutes of Contract Review Meeting held on 10.05.2023
Venue: MPUDC, VC Hall
Subject: General Review Meeting of all MPUSIP projects

Progress review meeting of all packages of ADB (Phase-1) projects was held at 11:00 AM on 10.05.2023 in conference hall of MPUDC under the chairmanship of Mr. Deepak Ratnawat, Engineer-in-Chief, MPUDC

PIU BHOPAL:

1. Package 1A
Contractor – M/s Rean Watertech Pvt. Ltd.
Physical Progress- 80.60%

Boda

i. Chair expressed their concern for not completing the distribution network along with hydrotesting, balance house service connections, suggested rectification, installation of valve at junction point.

ii. The water supply to the consumers was continuing with existing distribution network. It was directed to commence the supply from newly laid distribution network.

iii. The contractor was directed to complete the physical progress 100% and financial progress 90% without failure before 30.06.2023.

iv. The contractor was directed to submit the revised design build cost incorporating all savings/excess if any

Kurawar

i. The contractor was directed to complete the physical progress 100% and financial progress 90% without failure before 30.06.2023.

ii. The contractor was directed to submit the revised design build cost incorporating all savings/excess if any

Kothri

i. The Contractor was directed to complete the gravel pack tube well.

ii. The Contractor was directed to complete the recharging structures.

iii. The contractor was directed to complete the works other than water shed in all respects before 30.06.2023.

iv. The contractor is directed to submit the revised design build cost incorporating all savings/excess if any. Overall, the contractor was instructed to deploy sufficient Manpower, Machinery & Material in view to complete the entire obligation of Contract Agreement and commission the project within the extended time period.

PIU HOSHANGABAD

2. Package 1B
Contractor – M/s Laxmi Civil Engineering Services Pvt. Ltd.
Physical Progress- 87.80%

Amla

i. The water supply to the consumers is progressing with existing distribution network. It is directed to start the supply from the newly laid distribution network.

ii. The contractor was directed to commence the trail run before 30.07.2023

iii. The contractor was directed to submit the revised design build after saving/excess on contractor letter head within 7 days.

iv. It was directed to PM, PIU and Contractor to facilitate use of anicut reserve water by local farmers for irrigation and discuss with district collector.

Betul Bazar

i. The contractor has to apply for the substantial commissioning

Sarni

i. The contractor was directed to complete the physical progress 100% and financial progress 90% without failure before 30.07.2023.

ii. The contractor was directed to submit the revised design build after saving/excess on contractor letter head within 7 days.

3. Package 1C
Contractor – M/s Central India Engineering Pvt. Ltd.
Physical Progress- 95.04%

Sohagpur

i. The contractor was directed to rectify the pipeline leakage in the distribution network.

ii. The contractor was directed to complete the work before 30.06.2023

Bankhedi

The contractor was directed to complete the work before 30.06.2023

8. **Package 2F**
Contractor – M/s Annu Infra Construct India Pvt. Ltd.
Physical Progress- 59.20%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.

ii. The matter regarding the variation of the HT line at Anjad has been discussed. The Contractor's representative has committed for the submission of revised variation after incorporating the compliance of the observations within 3 days.

iii. It was instructed to the Contractor to complete the remaining works of Anjad Sewerage Scheme by 30.06.2023 by deploying the required manpower, materials, and machinery.

iv. The Contractor was also instructed to commence the remaining work at Kayakalp roads of ULB considered at Anjad Sewerage Scheme and complete the same by 30.05.2023.

v. The Contractor was also instructed for the submission of variation regarding saving immediately.

vi. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 96 Lakhs of April-2023.

vii. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Anjad Sewerage Scheme – 30.06.2023.

b. Commissioning of of Anjad Sewerage Scheme – 30.09.2023.

9. **Package 2G**
Contractor – M/s Annu Infra Construct India Pvt. Ltd.
Physical Progress- 42.70%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.

ii. The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously.

iii. The PM, PIU, Khargone has also informed that the Project Manager deployed by the Contractor is not taking any interest in expediting the progress of work. Despite several instructions for change of Project Managar at Barwaha Sewerage Scheme, the same is yet to be complied.

iv. The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme was discussed. It was informed by the Contractor's representative and PM, PIU, Khargone that the MPPKVVCL is not permitting the new connection until the clearance of earlier dues of Nagar Parishad, Barwaha. The Chief Engineer, MPUDC, Bhopal informed the Contractor that he will discuss the matter with higher officials and try to resolve the same at the earliest.

v. The Contractor was also instructed to commence the remaining work at Kayakalp roads of ULB considered at Barwaha and complete the same by 15.05.2023.

vi. The Contractor was also instructed for the submission of variation regarding saving immediately.

vii. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 43 Lakhs of April-2023.

viii. The PM-PIU, Khargone has been directed to issue the Notice to Correct to the contractor and after getting the reply from the contractor's side, submit the recommendation to the PMU office accordingly within 15 days.

ix. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Barwaha Sewerage Scheme – 30.09.2023.

b. Commissioning of Barwaha Sewerage Scheme – 31.12.2023

10. Package 2H
Contractor – M/s Multiurban Infra Services Pvt. Ltd.
Physical Progress- 4.35%

i. PM, PIU, Khargone has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.

ii. The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, the Chair instructed Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC, HDPE pipes, Manhole Frame and Cover, etc. at the site.

iii. It was informed by the Contractor's representative that the inspection of DWC pipes has already been completed and the pipes will reach at the site within 10 days.

iv. The Chair has also expressed his displeasure over the delay in submission of QAP of the Manhole frame and cover.

v. It was instructed to the Contractor's representative, PM, PIU, Khargone and ACM, PIU (PMC), Indore to submit required application of pending permission at the earliest to avoid the delay due to the same.

vi. It was instructed to the Contractor for immediate submission of R.A. Bill against the financial target of Rs. 60 Lakhs of April-2023.

vii. The following dates were committed by the Contractor during the above meeting.

a. Trial run of Sanawad Sewerage Scheme – 30.06.2024.

b. Commissioning of Sanawad Sewerage Scheme – 30.09.2024.

PIU JABALPUR

18. Package 5B

Contractor – M/S Indian Hume Pipe Company Ltd.

Physical Progress- 93.56%

WSS Bhedaghat, Patan, Majholi, Katangi, Panagar, Tendukheda and Sihora

i. The Chair instructed the contractor to submit in writing that supply of water in the whole town has been started thoroughly by our own network and the project is running technically and physically by our network only, before claiming trial run of the towns.

ii. Contractor apprised that the trial run in Bhedaghat has been completed and The Chair agreed with the same. Trial run of remaining towns which are Panagar, Patan, Majholi and Katangi is in progress approval of which is to be given by PIU.

iii. Contractor agreed to start trial run of Sihora and Tendukheda till 30/05/2023 (100% physical and 90% financial) and will complete the commissioning till 30/07/2023 (100% physical and 100% financial)

iv. Chair instructed to comply with his instructions given for Intake Well and WTP at Bhedaghat, during his visit.

v. Units of WTP to be connected properly for proper functioning

vi. Since the network for whole water supply is too large, hence residual chlorine at Panagar, Sihora, Patan, Tendukheda, Majholi and Katangi has not been found as per the norms. In this context, Chair instructed to develop separate chlorine dosing systems at all the towns for Sump/OHT, proposal for the same is to be submitted by contractor till 20/05/2023

vii. Final amount of "work to be done" for the whole project is to be submitted within 7 days and financial commitment to be submitted accordingly

viii. The Chair instructed the ACM and PIU team to visit all the towns and ensure completion of faulty and pending works so that trial run can be started properly.

19. Package 5G

Contractor – M/s Engineering Professional Company Pvt. Ltd. M/s JV South Gujarat Construction Company Pvt. Ltd.

Physical Progress- 72.95%

Sewerage Project Saikheda

i. Contractor has been instructed to complete the remaining works including house service connections till 30/06/2023

ii. Trial run of the whole scheme including construction of chambers and completion of STP to be started till 31/07/2023

iii. ULB has requested to construct 5 numbers of roads up to full width. Chair instructed the contractor to submit the proposal of the same through PM, PIU to PMU office Bhopal within 7 days for further approval.

iv. The Chair instructed the contractor to submit the proposal for reuse of treated sewerage water.

v. Contractor apprised that work of road laying under kayakalp abhiyan is in progress and will be completed till 15/05/2023

PIU CHHATARPUR

20. Package 6A

Contractor – M/s Rean Watertech Pvt. Ltd. JV M/s P.C. Snehal Construction Company

Physical Progress- 90.25%

Rajnagar-Khajuraho

i. Submit refurbishment proposal of existing 200 KL OHT. Before submission of proposal, 200 KL Ext OHT should be connected to the distribution network and to be supplied to DMA.

ii. The balance distribution pipe laying of about 24 KM (Khajuraho and Rajnagar) have to be completed as early as possible.

iii. Work of Intake well channel is to be completed in 15-20 days, so that water can enter the Intake well port.

iv. 100% physical completion of Khajuraho is to be done by 30-06-2023, completion time only for Kharoi Mohat is scheduled up to 30-07-2023

v. 100% physical completion of Rajnagar to be scheduled by 30-06-2023, However for existing 200 KL completion is scheduled up to 30-09-2023

vi. It has been directed to provide Commercial Husk connections.

vii. The plan for the balance work of about 6 crores has to be submitted in 3 days.

21. Package 6D

Contractor – M/s Jay Varudi Construction Company JV M/s Ranjit Buildcon Ltd.

Physical Progress- 89.54%

Hatta

i. Refurbishment proposal of existing 4MLD WTP has to be submitted in 5-6 days and accordingly refurbishment work should be started.

ii. It has been instructed to have a meeting with city council, for water supply and public awareness.

iii. 100% physical completion of Hatta Town is to be done by 2023. And the existing WTP 4MLD refurbishment is to be done by 30 September 2023.

iv. The Chair directed that after submission of proposal, drawing/design of approach bridge and approach road shall be approved in a week.

v. Contractor agreed to complete the physical works and to start the trial run by 30/06/2023.

Chandia

i. Contractor raised the issue of not getting approval for variation of approach bridge at Intake well location. PM, PIU apprised that a report for the same has been submitted by the ACM but as per the report there is a state of confusion in giving the approval for construction of the approach bridge. Chair instructed the PM PIU, Contractor and ACM PMC to conduct a joint visit and submit the report as early as possible.

ii. PM, PIU apprised that the financial condition at site is very poor as a result of which progress of work is very slow. Contractor was directed to resolve it at earliest.

iii. Contractor agreed to supply electromechanical instruments at WTP site till 30/05/2023

iv. Contractor agreed to complete the physical work and to start the trial run of the project by 31/07/2023

General Instructions:

i. It was instructed to all the Contractor's representatives, ACM, PIU (PMC) & PM, PIU to ensure the quality in the submission of the variation proposal to VAC. Also, variations should be checked thoroughly by the ACM

i. It was instructed to all the PM, PIU & ACM, PIU (PMC) to indicate the actual receipt of the R.A. Bill to the PIU office, in the forwarding letter of the R.A. Bill.

ii. It was instructed to all the Contractors for submission of compliance to release the withheld amount. The withheld amount can only be released on the submission of compliance with proper justification and documents for the same.

iii. It was instructed to all the Contractors that all the completed ESR/OHT shall be filled with water. It should not be left in empty condition in any case. The ACM, PIU (PMC) & PM, PIU should ensure the same.

iv. It was instructed to all the Contractor that protection work of Anicut shall be commenced first and thereafter the work of the main dam body wall shall be carried out to avoid over flanking.

v. It was instructed to all the Contractors to ensure the ladder shall be properly installed at all the Intake well sites.

vi. It was instructed to all the Contractors to carry out proper planning for the installation of valves in the distribution network, so that water can be supplied to all the areas. Also, ACMs have been instructed to review the position of valves for all the projects in their jurisdiction.

vii. It was instructed to all the Contractors to ensure that the date of the trial run and commissioning committed under this review meeting cannot be changed until proper valid justification is submitted by the Contractor.

viii. It was instructed to all the Contractors for submission of revised physical and financial planning within 3 days. If the Contractor fails to submit the above within 3 days, then the

respective ACM, PIU (PMC) and the PM, PIU will finalize the same and issue it to the Contractor with intimation to this office.

ix. It was directed that wherever there is a tube well, proper stone pitching of 2m X 2m should be provided with mesh and should be kept clean.

x. Contractor has been directed to submit Geo technical report of all structures for review and approval.

xi. The contractor should submit the detailed revised work plan based on work done and work to be done within 2 days.

xii. Pipe laying work which are to be done beneath the roads which are under Kayakalp Abhiyan should be done before 15/05/2023

xiii. It was directed that all the projects should be commissioned as per extended time of contract package and should be before and up to 31/12/2023

xiv. Contractor was directed to finalize refurbishment proposal for existing structures at priority

xv. Final amount of the projects shall be freeze to finalize saving/excess and final amount of work to be done should be sent within 7 days

Meeting ended with thanks to chair.

(Deepak Ratnawat)
Engineer in Chief,
MPUDC

No./PMU/ENGG/2023/ 4043 **...**
Bhopal, Dated...17../05/2023

Copy to:

1. PA, to Managing Director, MPUDCL Bhopal
2. PA, to Additional Managing Director, MPUDCL Bhopal
3. Chief Engineer, MPUDCL, for information please.
4. Finance Controller, MPUDCL, for information please.
5. All POs, MPUDCL for information and necessary compliance.
6. All PM, PIUs, MPUDCL for information and necessary compliance.
7. Team Leader, PMC Bhopal (TATA) for information and necessary compliance.
8. All ACMs, TATA PMC for information and necessary compliance.
9. All Contractors MPUSIP- I for information and necessary compliance

Engineer in Chief,
MPUDC

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2023/ ...6208 Bhopal, Dated: ...19/07/2023

Minutes of Contract Review Meeting held on 15.07.2023
Venue: MPUDC Conference Hall
Subject: General Review Meeting of all MPUSIP projects

Progress review meeting of all packages of ADB (Phase-1) projects was held at 12:00 PM on 15.07.2023 in conference hall of MPUDC under the chairmanship of Managing Director, MPUDC.

General Instructions:

- Completion of balance works mentioned in sectional commissioning certificates
- Submission of As-Built Drawings
- Submission of Operation and Maintenance manual
- Establishment of water testing lab
- Deployment of O&M staff at site
- Development of Billing management system
- SIP including Part 3 & 4
- Ensure and check P&I Diagram, Flow Diagram, Proper functioning of SCADA System, Input/ Output Diagram for their respective scheme.
- Rehabilitation of OHT & WTP
- Door to door survey
- Commence preparation of final Bill
- Delay Damages to be submitted by end of August-23

PIU BHOPAL:

- The Project Manager, PIU, Bhopal has briefed the Chair about the current status of the progress of work at Boda, Kurawar & Kothri WSS. He shows his dis-pleasure on deployed manpower and other resources in vicinity to complete the project by Dec 2023.
- The contractor was directed to execute the required work for rehabilitation of existing infrastructures.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Boda, Kurawar & Kothri WSS – 31.07.2023, 31.08.2023 & 30.09.2023 respectively.
    - Commissioning of Boda, Kurawar & Kothri WSS – 31.08.2023, 30.09.2023 & 31.10.2023 respectively.

has apprised to the chair that, there is no approval is pending from PIU and also informed that the renovation items of OHT's had already been approved in previous variation for all the towns. And accordingly, the renovation work of existing OHT at Makdon has already completed by the contractor. And also inform that the proposal for Guard rooms and boundary wall in Susner, Makdon and Pankhedi is yet to be submitted by the contractor. Further, the contractor was directed to submit the proposal at the earliest.

- The PM-PIU, has been directed not to issue the Commissioning Certificate until the refurbishment works are complete by the contractor in all respect.

PIU KHARGONE

Package 2B:

- The Engineer-in-Chief, MPUDC, Bhopal has briefed the Chair about the current status of the progress of work at Karhi, Kasrawad, Rajpur and Pansemal WSS.
- It was instructed to the Contractor for immediate commencement of rehabilitation of the existing WTP at Kasrawad and Rajpur.
- It was also instructed to the Contractor's representative that the Section Commissioning of the components after WTP is to be issued only after the rehabilitation of the existing WTP at Kasrawad.
- It was instructed to the PM & APM, PIU, Khargone that they will monitor the progress of work regularly and if any shortfall is observed will be notified to the MPUDC, Bhopal office and will issue *"Notice to Correct"* to the Contractor.
- It was instructed to the Contractor's representative for immediate commencement of work at Pansemal WTP and OHT. The Contractor's representative informed that he will deploy the machinery by tomorrow i.e., on 16.07.2023.
- The following dates were committed by the Contractor during the above meeting.
    - Trial run of Kasrawad and Rajpur WSS (without rehabilitation of existing WTP) – 31.07.2023.
    - Trial run of Karhi WSS in all respect – 30.09.2023.
    - Commissioning of Kasrawad and Rajpur WSS (without rehabilitation of existing WTP)– 31.10.2023.
    - Commissioning of Karhi WSS in all respect – 31.10.2023.
    - Rehabilitation of existing WTP at Kasrawad and Rajpur WSS – 30.09.2023.

Package 2F:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.

- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 31.08.2023.

Package 2G:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.10.2023
  - The PM PIU intimated regarding selection of sub engineer in another exam & requested for early restoration.

Package 2H:

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Sanawad Sewerage Scheme – 30.06.2024.
  - Commissioning of Sanawad Sewerage Scheme – 30.09.2024.
- It was instructed to the Contractor's representative for the submission of the revised physical and financial planning according to the above.

PIU GWALIOR

Package 4D:

- CE-MPUDC directed the Contractor to commence the trial run and complete the Commissioning of all towns.
- Karera town to Commence the trial run by 30/10/2023 and complete the commissioning by 31/12/2023.
- Aron town to start the trial run by 31/08/2023 and complete the commissioning by 31/12/2023.
- Bairad town to Commence the trial run by 31/07/2023.
- Vijaypur to Commence the trail run by 30/10/2023 and complete the commissioning by 30-11-2023
- Pichhore town to start the trial run by 31/08/2023 and completed the commissioning by 30-09-2023

PIU/Chambal/2023/Comm/955. The figure 884 Lakhs reflected has been taken from earlier submission on dated 06-04-23 vide letter no. PIU/Chambal/2023/Comm/667. Hence Financial achievement in column no. 12 will come up to 104%.

PIU JABALPUR

Package -5B:

As per the commitment of Contractor representative following are the tentative dates: -

Name of Town	Committed date of Trial Run	Probable date of Commissioning
Bhedaghat	Under Trial Run	31/10/2023
Patan	Under Trial Run	31/10/2023
Katangi	Under Trial Run	31/10/2023
Panagar	31/07/2023	31/10/2023
Majholi	31/07/2023	31/10/2023
Sihora	31/07/2023	31/10/2023
Tendukheda	31/07/2023	31/10/2023

- As per CE sir instructions, contractor has to ensure proper dosing of chlorine at WTP so at tail end chlorine is available in the water. Also should be ensured that for water supply of Bhedaghat chlorine should not be in excess. (As per the contractor, proposal already sent For this and pending at PMC- Bhopal office)
- During CE sir's last visit at WTP Bhedaghat, CE sir suggested ladders for intake well. As per information received from contractor design approved for that in last week and contractor will start the work from next week.
- CE sir instructed the contractor to achieve financial targets. Contractor representative ensure that they will start the next billing for commissioning also.
- For Rehabilitation of old structures, contractor's representative ensure that they will start the work for existing OHTs from next week.

Package-5G:

- As per the contractor's representative, Trial Run will commence from 31/07/2023 and Commissioning will be done till 01/11/2023.
- Contractor representative informed that STP Plant work is completed. The only issue is that water is not sufficient for plants to run.
- Contractor representative informed that connection progress is 65% and due to rain it gets affected to speed up. He also assured to increase manpower to take up the remaining connections.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

- As per the contractor's representative, Trial Run will commence from 31/08/2023 and Commissioning will be completed by 31/10/2023.
- SCADA system delivered at site and installation will commence from 17-07-2023.
- Transformer not installed in the town. (MPEB Issue)
- DPM-PIU informed that the industrial meter is not in stock and he is continuously following up for this. As soon as Industrial meters are available then they will start the process for remaining work of MPEB.

Chandia

- As per the contractor's representative, Trial Run will commence from 31/10/2023 and Commissioning will be completed by 30/11/2023.
- As per the contractor's representative, Electromechanical material delivered at site and team for the work will be mobilized from next week.
- Contractor representative requested for approval of Variation which is pending at TCE-Bhopal office.

Meeting ended with thanks to chair.

(Deepak Ratnawat)
Engineer in Chief,
MPUDC

No./PMU/ENGG/2023/ ...6209 Bhopal, Dated....19./07/2023

Copy to:

1. PA, to MD, MPUDC Bhopal
2. PA, to AMD, MPUDC Bhopal
3. DPD (T), MPUDC, Bhopal, for information please
4. Chief Engineer, MPUDC, for information please
5. Finance Controller, MPUDC, for information please
6. All Pos, MPUDC for information and necessary compliance
7. All PM PIUs, MPUDC for information and necessary compliance
8. Team Leader, PMC Bhopal (TATA) for information and necessary compliance
9. All ACMs, TATA PMC for information and necessary compliance
10. All Contractors MPUSIP- I for information and necessary compliance.

Engineer in Chief,
MPUDC

Construction of Sewerage Project at Sanawad

For construction of sewerage Project at Sanawad, MPUDC had called tender & allotted to M/s Multiurban Infra Services Pvt. Ltd. Nagpur, on dated 13.01.2021 and agreement was executed on 23.04.2021. Twenty-Eight Months (i.e. up to 25.08.2023) time was given to complete the work. Due to very slow progress of work in spite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress.

Following are the status of progress the work at the time of termination of contract and present up to date progress of work.

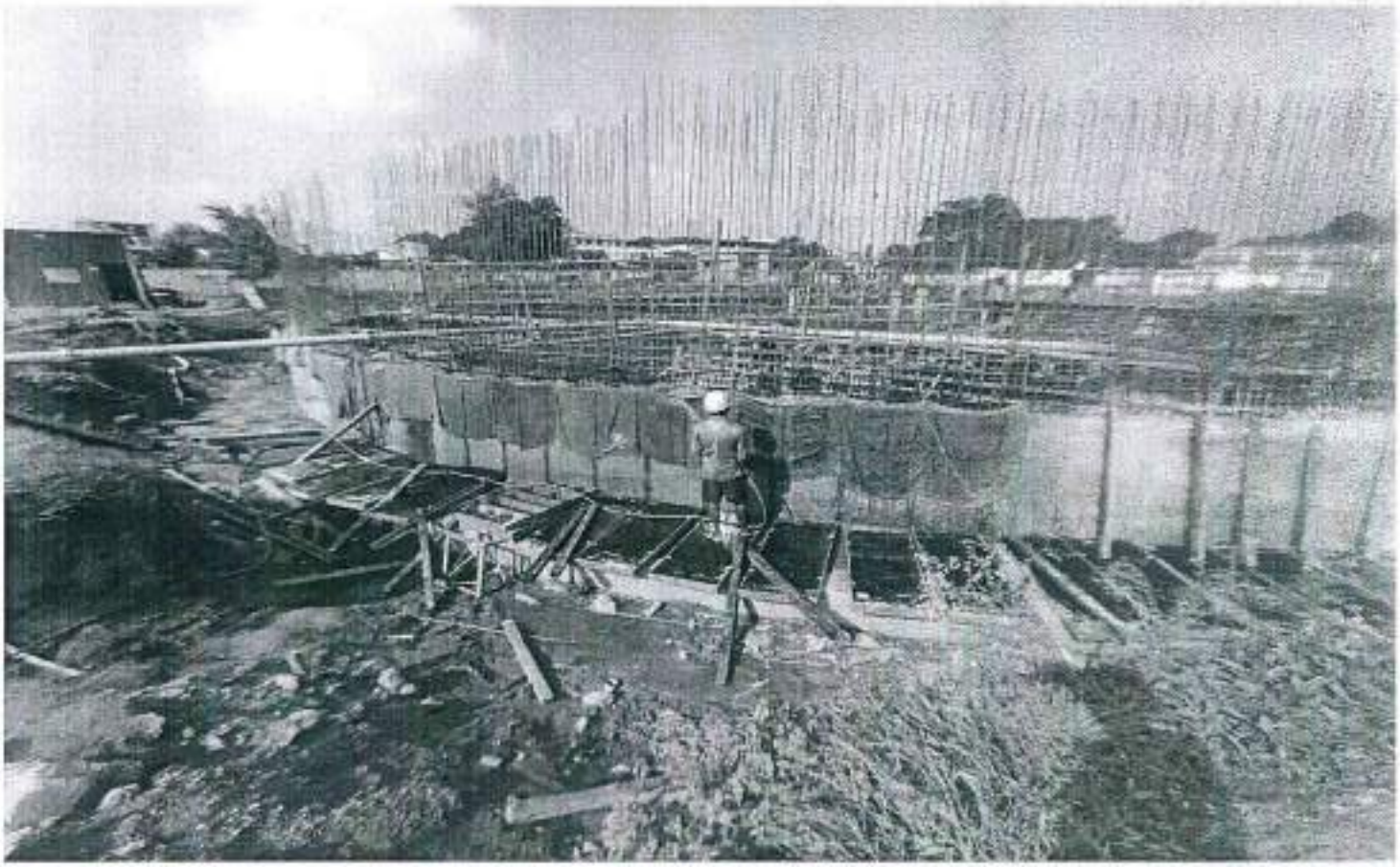
S. No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	68.77 Km	2.66 Km
2	House Service connections	5000 Nos	29 Nos
3	Road Restoration	3.37 Km	0.31 Km
4	STP (7.02 MLD)	1 Job	7% (Civil work)
5	IPS	2 Job	0% (Civil work)
6	MPS	1 Job	0% (Civil work)
Overall all Physical Progress			13%
Overall all Financial Progress			4%

Team Leader (PMC)
Cum Water Supply Expert

Sanawad Sewerage Project



Staff Quarter



SBR

Annexure R-12 (Colly.)

Mandleshwar Sewerage Project at Mandlehwar

Sr. no	Date	Details of actions taken for the work
1	2	3
1	30.12.2017	The work of Mandleshwar Sewerage Project was awarded to M/s Engineering Professional Co. Pvt. Ltd., South Gujrat Construction vide LOA No. PMU/ENGG/2017/2868 Bhopal dated 30.12.2017. Time allowed for complete the work is 24 months from the date of signing the contract agreement. [Annexure-1]
2	06.01.2018	Contract agreement was signed on 06.01.2018. Hence time allowed to complete the work upto 05.01.2020 [Annexure-2]
3	08.08.2018	Letter regarding no/ Slow progress vide no. PIU/IND/25/2018/3037 Dated 08.08.2018 [Annexure-3]
4	26.09.2018	Notice for termination of contract vide letter no. PMU/ENGG/VN/2018/4684 Bhopal dated 26.09.2018 [Annexure-4]
5	10.12.2019	Show Cause notice regarding slow progress of work vide letter no. PMU/ENGG/VN/2019/9721 Bhopal dated 10.12.2019 [Annexure-5]
6	14.02.2020	Show Cause notice regarding slow progress of work vide letter no. PMU/ENGG/VN/2020/1292 Bhopal dated 14.02.2020 [Annexure-6]
7	01.05.2020	Final Notice for Termination of contract due to slow progress vide letter no. PMU/ENGG/VN/2020/2484 Bhopal dated 01.05.2020 [Annexure-7]
8	27.07.2020	Notice under clause 27 of General condition of contract vide letter no. PMU/VN/2020/4886 Bhopal Dated 27.07.2020 [Annexure-8]
9	10.08.2021	Notice for Termination of contract vide no. 7118/MPUDC/PMU, Bhopal dated 10.08.2021 [Annexure-9]
10	14.12.2021	Letter regarding time extension and warning for termination if progress found not satisfactory vide no. PMU/VN/2021/11068 Dated 14.12.2021 [Annexure-10]
11	06.01.2022	Show cause notice for Blacklisting vide no. PMU/ENGG/2022/181 Bhopal Dated 06.01.2022 [Annexure-11]
12	19.01.2022	Termination of contract vide no. PMU/VN/2021/522 Bhopal dated 19.01.2022 [Annexure-12]
13	04.02.2022	Permission granted to continue work the interest of completion the project vide no. PMU/ENGG/2022/1134 Bhopal dated 04.02.2022[Annexure-13]
14	11.03.2022	Permission granted to continue work the interest of completion the project vide no. PMU/ENGG/2022/2285 Bhopal dated 11.03.2022 [Annexure-14]

Mandleshwar Sewerage Project at Mandlehwar

28		Present status of work [Annexure-28]
29		Land allotment letter [Annexure-29]
30		Recent Photographs of the works [Annexure-30]

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP,
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project, Bhopal

[ANNEXURE -1]

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No.PMU/ENGG/2017/2868 Bhopal, dated 29/12/2017

To:
M/s Engineering Professional Co. Pvt. Ltd., South Gujrat Construction Co. Pvt. Ltd. (JV)
444-446, 4th Floor, Royal Arcade,
Opp. Sarthana Zoo,
Near Sarthana Jakatnaka, Varachha Road,
Surat – 395006(Gujrat) Attention: Mr. Rajesh Kumar Jain

Subject: Letter of Acceptance of contract for MPUDCL Tender No. 60 – Sewerage Project of Mandleshwar in Khargone District in Madhya Pradesh.

Reference: Your bid dated 21-12-2017 for the MPUDCL Tender No. 60.

Dear Sir,

We are pleased to notify you that your bid dated 21-12-2017 for the execution of MPUDCL Tender No. 60 – Sewerage Project of Mandleshwar in Khargone District in Madhya Pradesh has been accepted on behalf of MPUDC at your Bid rate for the capital cost (A) of Rs.**14,75,00,000/-**(Rupees Fourteen Crore Seventy Five Lakh only), Operation and Maintenance Cost (B) of Rs.**4,18,48,847/-** (Rupees Four Crore Eighteen Lakh Forty Eight Thousand Eight Hundred Forty Seven Only), Power Consumption Cost (C) of Rs. **4,33,46,095/-** (Four Crore Thirty Three Lakh Forty Six Thousand Ninety Five Only)Thus, Total Cost (A+B+C) for the bid is Rs. **23,26,94,942/-** (Rupees Twenty Three Crore Twenty Six Lakh Ninety Four Thousand Nine Hundred Forty Two only). You are requested to submit the following within 15 (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of **Rs. 73,75,000/-** (Rupees Seventy Three Lakh Seventy Five Thousand Only) being 5% of the capital cost of the project, valid up to Three (03) month beyond the completion of Design Build Component.

Please note that
(i) The time allowed for carrying out the work as entered in the bid is **Twenty Four months**-Including rainy season, which shall be reckoned from the date of signing the Contract Agreement and
(ii) The performance security/ performance guarantee of **Rs. 42,60,000/-**(Rupees Forty Two Lakh Sixty Thousand Only) only being 5% of O & M and electrical cost, to be submitted before the completion of design built component valid up to 3 months beyond the end of O&M period.
(iii) The performance securities shall be in the shape of Term Deposit Receipt/ Bank Guarantee of any nationalized / schedule commercial bank. (In the prescribed format in the Bid Document)
(iv) Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required.

Rle vyas 30/12/
Engineer-in-Chief
MPUDC

"8", Arera Hills, Bhopal -462011 ☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763868 Email: mpuslobal@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal

[ANNEXURE-2]

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

Unique Code	0101050601201801302 9
E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000 Municipality Duty (Rs.) 0
Prepaid Duty (Rs.)	0 Upkar Amount (Rs.) 0
Exempted Amount(Rs.)	0
Stamp Type	NON-JUDICIAL
Purchase Date & Time	06/01/2018 15:35:54
Stamp Provider or Issuer Details	INDRA KUMAR BOOLCHANDANI/SP0105416062015000 92
Purchase DRO/HO Details	SHOP NO 2, INDU PHOTO STATE, A SCTOR, SONAGIRI, BHOPAL HUZUR BHOPAL

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Deed Title	WORK AGREEMENT

First Party Details

Organization Name	ENGINEERING PROFESSIONAL COMPANY PVT LTD SURAT
Address	ENGINEERING PROFESSIONAL COMPANY PVT LTD SURAT BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	M P URBAN DEVELOPMENT COMPANY LTD
Address	M P URBAN DEVELOPMENT COMPANY LTD 8, ARERA HILLS JAIL ROAD, BHOPAL (M.P.) BHOPAL Madhya Pradesh INDIA
Number of Persons	1

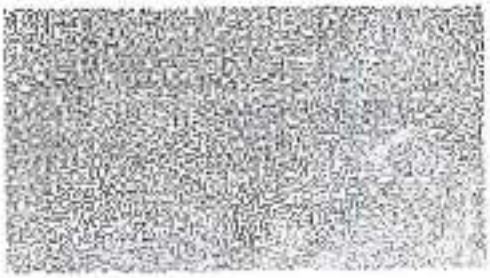
Page 1 of AGREEMENT

AGREEMENT

This agreement, made on the day of 06th January, 2018 between Madhya Pradesh Urban Development Company Limited, Palika Bhawan, Shivaji Nagar, Bhopal (M.P.) (hereinafter called the Employer) and M/s Engineering Professional Co. Pvt. Ltd., South Gujrat Construction Co. Pvt. Ltd. (JV), 444-446, 4th Floor, Royal Arcade, Opp. Sarthana Zoo, Near Sarthana Jakatnaka, Sachha Road, Surat- 395006(Gujrat) hereinafter called "the Contractor" of the other part.

(R.K. Vyas)
Engineer-in-Chief
MPUDC, Bhopal
GoMP

INDRA KUMAR BOOLCHANDANI 06 15:35:59



[ANNEXURE-3]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Indore

No. PIU/IND/25/2018/3037 Date: 08/08/2018

To,
M/s Engineering Professional Co. Pvt. Ltd.
(JV with South Gujarat Construction Co. Ltd.)
201, 3rd floor Blue Ribbon, opposite V.R. mall
Near Harmony Residency, Dumar Road Vesu, Surat-395007.

Sub:- Regarding no/slow work progress at site.
Ref:-

1. Your letter. No. EPC/JV/MPUDC-60/2018-19/01 Dt 09/04/2018.
2. PMU,Bhopal letter no. PMU/ENGG/VN/2018/2176 dated 18/05/2018.
3. This office letter no. PIU/IND/63/2018/2164 dated 21/05/2018.
4. This office letter no. PIU/IND/63/2018/1978 Dt 01/05/2018
5. This office letter no. PIU/IND/63/2018/2164 Dt 21/05/2018.
6. Your Letter no EPC/JV/MPUDC-60/2906 18/01 dt 29/06/2018.
7. This office letter no. PIU/IND/63/2018/2927 Dt 30/07/2018.

Please refer correspondences till date, site for STP at Mandleswar for sewage project is shown to you at the time of survey itself and accordingly you have carried out survey, submitted drawing and design of sewerage network taking STP at same location itself. It is also endorsed by you in your letter no EPC/JV/MPUDC-60/2018-19/01 DT 09/04/18 that the hydraulic design of network is submitted by you to PMC (TATA) on 22/02/2018. So, your statement in letter no EPC/JV/MPUDC-60/2906 18/01 dt 29/06/2018 regarding 4 month delay in releasing of STP location is incorrect. Only formal demarcation is done by Revenue Inspector on 24/04/2018.

- Please note that Design and Drawing of network is also approved conditionally by PMU letter no PMU/ENGG/VN/201/2176 dt 18/05/2018 but till date you have not done any activity at site.
- Submission of raw sewerage sample testing report is still pending.
- Approval of QAP of DWC pipes is given by vide letter NO./ENGG/PMU/1151 dt 21/03/2018 but no procurement plan of pipes is submitted neither pipes were procured and delivered at site.
- Finalization of source of construction material and testing of construction material is still pending and conveyed to your representative many times but no action is taken for it till date.
- Submission of Drawing showing pipe network coming along or crossing MPRDC/PWD/Other department road in and around Mandleswar town is not received yet.
- STP drawing design is still awaited.
- Refer this office letter no PIU/IND/63/2018/2927 Dt 30/07/2018 regarding approval of additional pipeline and length for sewerage network of Mandleshwar Town you are advised for joint verification of survey but till date no action or schedule taken against it.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Indore

Please note all these delays are at your end and expedite the progress of work at site otherwise this office will be forced to take action against you as per contract agreement.

Project Manager
Project Implementation Unit 8.8.2018

No. PIU/ND/63/2018/ 3838 Date 08/08/2018

Copy to: -

1. D; Project Director (T), MPUDCL, Bhopal. For necessary action and information that it is been more than 8 month from the project start date but no activity is started at site except the survey work and submission of network design.
2. Team Leader, WAPCOS PMC ,Bhopal for information.

Project Manager
Project Implementation Unit 8.8.2018

Office Address - 101, Devdarshan Building 20/1, 1st floor, South Tukoganj Indore 452001
E-mail ID: mpiuind@rediffmail.com

[ANNEXURE - L4]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2018/4684 Bhopal Dated: 26-9-18

To,

M/s Engineering Professional Company Pvt. Ltd.
(JV with South Gujarat Construction Co Ltd)
201, 3rd Floor Blue Ribbon, Opp. V.R. Mall, B/s Raghuvir Shell
Near Harmony Residency, Surat-Dumas Road, Vesu, Surat-395007
Email:engco108@gmail.com

Sub.:-**Notice for termination of contract** for work of Sewerage Project of Mandleshwar Nagar Parishad Dist. Khargone.
Ref.:- Agreement dated 06.01.2018, Tender no.60 of MPUDCL.

The agreement for above work has been executed on 06.01.2018 as per agreement, the work was required to be started at site immediately but it has been noticed by the undersigned that in spite of regular persuasion no work has been started at site. In spite of issue of approvals of designs of Sewer Network since 12.04.2018. Also there is no indication to start the work.

In view of this you are hereby directed to start the work within next 7 days i.e. 27.09.2018 positively else action as per clause 27 of agreement resulting in termination of contract will be taken. Please note that you will be responsible for the further consequences.

Sd/- 25/9

(Engineer-in-Chief)
Madhya Pradesh Urban Development Company Ltd.

CC.

1. Managing Director, MPUDCL& Commissioner, Urban Administration and Development Department, Bhopal.
2. Dy. Project Director (T), MPUDCL, Bhopal.
3. PM, PIU Indore, MPUDC for information.
4. Team Leader PMC, WAPCOS Ltd, for information.

Sd/-

(Engineer-in-Chief)

[ANNEXURE - 5]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2019/ 9721 **Bhopal Dated:** 10/12/2019

To,

Director
M/s Engineering Professional Co Pvt Ltd
(JV with South Gujarat Construction Co Ltd)
201, 3rd Floor Blue Ribbon, Opp. V.R. Mall, B/s Raghuvir Shell
Near Harmony Residency, Surat-Dumas Road, Vesu, Surat-395007
Email: engco108@gmail.com

Kind Attn.: Mr. R.K. Jain

Name of Work - Survey, Design, Construction and commissioning of Sewerage Network in Mandleshwar Municipal area, District Khargone.

Subject:- Show Cause Notice - Show Cause Notice - Laxity in deployment of resources and submission of pending design & drawings causing delay in execution of works – Mandleshwar

Ref: 1) LOA vide letter no. PMU/ENGG/2017/2868, dated: 30.12.2017
2) This office letter no. PMU/ENGG/VN/2019/4029, dated: 06.06.2019
3) This office letter no. PMU/ENGG/VN/2019/8687, dated: 07.11.2019
4) PM PIU's letter no. PIU/KGN-IND/63/2019/1071, dated: 14.11.2019
5) This office letter no. PMU/ENGG/VN/2019/9133, dated: 23.11.2019

Please refer letters mentioned above written by PM PIU Khargone and this office to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	30.12.2017	Date of Agreement	17.01.2018
Duration of Contract	730 days	Scheduled date of completion	16.01.2020
Time elapsed (as on 05.12.2019)	687 days	Percentage time elapsed	94.11%
Physical Progress (Overall)	3.66%	Financial progress	8.50%

It is evident that the progress of works is not rational e.g. Progress of sewer laying is only 6.10% against targeted milestone of 100%. Similarly, in case of SPS and STP no work has been started at site. Design & drawings of STP, MPS and IPSs are still pending. During detailed review, it has been observed that inspite of repeated reminder/pursuance, periodically held meetings and cooperation extended to you by PIU & PMU to address all of your issues you have failed to demonstrate any improvement in the progress and there has been no work at site from last 50 days which is a major cause of concern and also failed to deploy suitable resources to submit pending design & drawings and complete the work in scheduled time.

As it is clear from the above chart. that the work is extremely lagging behind schedule. Your progress is only 3.66% even after lapse of 687 days period. Your poor performances, disproportionate progress & non achievement of milestone are adversely affecting delivery of progress resulting in delay in execution of Sewerage project of Mandleshwar town. Thus this office is compelled to initiate action against you as per relevant clauses of agreement.

You are hereby directed to inerease deployment of resources, immediately start work at site. submit pending design & drawings and show cause, within 7 days, why an action should not be initiated against you as per relevant clause of agreement for non-performance of contractual liabllities as you have been found negligent to follow instructions issued vide above referred letters.

(V.K. Tiwari) 9/12
Dy. Project Director (T), MPUDC

No. PMU/WB/2019/9723
Bhopal Dated: 10/12/2019

Copy to:

1. Engineer–in-Chief, MPUDC. Bhopal for information please.
2. Project Manager, PIU Khargone to ensure review of daily physical progress and report to the under signed weekly and to calculate and impose L.D. as per as per clause 15 of GCC & Annexure – P of agreement in upcoming R.A. Bill.
3. Team Leader, PMC. WAPCOS Bhopal.

Dy. Project Director (T), MPUDC
9/12

[ANNEXURE-6]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2020/ 1193 Bhopal Dated: 14-02-2020

To,

Director
M/s Engineering Professional Co Pvt Ltd
(JV with South Gujarat Construction Co Ltd)
201, 3rd Floor Blue Ribbon, Opp. V.R. Mall, B/s Raghuvir Shell
Near Harmony Residency, Surat-Dumas Road, Vesu, Surat-395007
Email: engco108@gmail.com

Kind Attn.: Mr. R.K. Jain

Name of Work - Survey, Design, Construction and commissioning of Sewerage Network in Mandleshwar Municipal area, District Khargone.

Subject: - **Show Cause Notice –Laxity in submission of pending design & drawings causing delay in execution of works – Mandleshwar**

Ref: 1) This office letter no. PMU/ENGG/VN/4029, dated: 06.06.2019
2) This office letter no. PMU/ENGG/VN/8687, dated: 07.11.2019
3) This office letter no. PMU/VN/2020/777, dated: 28.01.2020

Please refer this office letters mentioned above written by this office to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	30.12.2017	Date of Agreement	06.01.2018
Duration of Contract	730 days	Scheduled date of completion	05.01.2020
Time elapsed (as on 05.02.2020)	760 days	Percentage time elapsed	More than 100%
Physical Progress (Overall)	12%	Financial progress	8.50%

It is evident that progress of works is not rational e.g. Progress of sewer laying is only 5% against targeted milestone of 100%. Similarly, in case of IPS and STP no work has been started at site. Design & drawings of STP, MPS and IPS are still pending. During detailed review, it has been observed that inspite of repeated reminder/pursuance, periodically held meetings and cooperation extended to you by PIU & PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and also failed to deploy suitable resources to submit pending design & drawings and complete the work in scheduled time.

As it is clear from the above that the work is extremely lagging behind schedule. Progress of the work is only 12% even after lapse of 760 days period. Your poor performances,

disproportionate progress & non achievement of milestone are adversely affecting delivery of progress resulting in delay in execution of Sewerage project of Mandleshwar town. Thus this office is compelled to initiate action against you as per relevant clauses of agreement.

You are hereby again directed to increase deployment of resources, submit pending design & drawings, revised work plan within 7 days. Failing in submission of design & drawing within the said time period of 7 days, the MPUDC will be free to initiate suitable action against your firm without prior notice which may please be noted. It may please be also noted consequences arising out of such situation will be your responsibility and at your risk and cost.

(M.K.Acharya)
Engineer–in-Chief, MPUDC
Bhopal Dated: 14/02/2020

No. PMU/ENGG/VN/2020/ 1294

Copy to:

1) Addl. Managing Director, MPUDC for information please.
2) Dy. Project Director (T), for information please.
3) Project Manager, PIU, Khargone to ensure review of daily physical progress and report to the under signed weekly and to calculate and impose L.D. as per as per clause 15 of GCC & Annexure – P of agreement in upcoming R.A. Bill.
4) Team Leader, PMC, MPUDP, Bhopal for information please.

Engineer–in-Chief, MPUDC

[ANNEXURE-7]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/ENGG/VN/2020/ 2484 Bhopal Dated: 15/2020

To,

The Director
M/s Engineering Professional Co Pvt Ltd
(JV) South Gujarat Construction Co Ltd
201, 3rd Floor Blue Ribbon, Opp. V.R. Mall, B/s Raghuvir Shell
Near Harmony Residency, Surat-Dumas Road, Vesu, Surat-395007
Email: engco108@gmail.com

Kind Attn.: Mr. R.K. Jain

Name of Work - Survey, Design, Construction and commissioning of Sewerage Network in Mandleshwar Municipal area, District Khargone.

Subject: - Final Notice for Termination of contract due to slow progress – Mandleshwar

Ref: 1) This office letter no. PMU/ENGG/VN/4029, dated: 06.06.2019
2) This office letter no. PMU/ENGG/VN/8687, dated: 07.11.2019
3) This office letter no. PMU/VN/2020/777, dated: 28.01.2020
4) This office letter no. PMU/VN/2020/1293, dated: 14.02.2020

Please refer this office letters mentioned above written by this office to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	30.12.2017	Date of Agreement	06.01.2018
Duration of Contract	730 days	Scheduled date of completion	05.01.2020
Time elapsed (as on 16.03.2020)	800 days	Percentage time elapsed	100%
Physical Progress (Overall)	12%	Financial progress	8.50%

It is evident that the progress of works is not rational e.g. laying of sewer network is 1.4 Km out of 23.36Km. Similarly, in case of IPS and STP no work has been started at site. Design & drawings of STP, MPS and IPS are still pending. In the review meeting held on 21.01.2020 an assurance was given by you that balance work of sewer network will be started with immediate effect and remaining design drawings will also be submitted before 31.01.2020. Till date neither work has been re-started on site nor MPUDC has received any pending design drawings. You have not done any work after 12.08.2019 on site. It has been observed that in-spite of repeated reminder/pursuance, periodically held meetings and cooperation extended to you by PIU & PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and have also failed to deploy suitable resources to submit pending design & drawings and complete the work in scheduled time.

It is clear from the above chart, that the work progress is extremely lagging behind schedule. Your progress is only 12% even after lapse of 760 days period. Your poor performance, disproportionate progress & non achievement of milestone are adversely affecting physical progress resulting in delay in execution of Sewerage project of Mandleshwar town.

Hence, this notice of 14 days' time given as why the contract for above mentioned work with your firm "**M/s Engineering Professional Co Pvt Ltd (JV) South Gujarat Construction Co Ltd** " should not be "Terminated" as per clause 27 under GCC of this agreement. Failing to show substantial progress within the said time period, MPUDC will be free to initiate adequate action against your firm without giving prior notice which may please be noted. Consequences arising out of such situation will be your responsibility and at your risk and cost.

Please acknowledge the receipt of this letter.

20/4/20

(M.K.Acharya)
Engineer-in-Chief, MPUDC

No. PMU/ENGG/VN/2020/ 2485 Bhopal Dated: 15/5/2020

Copy to:

1) Managing Director, MPUDCL for Information please.
2) Addl. Managing Director, MPUDCL for Information please.
3) Dy. Project Director (Technical), MPUDCL, Bhopal
4) Financial controller, MPUDC, Bhopal
5) All the PM, PIU MPUDC, for information and necessary action.
6) PM PIU Khargone, for information with instruction to safeguard interest of MPUDC.
7) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

20/4/20

Engineer-in-Chief, MPUDC

[ANNEXURE - 8]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/VN/2020/ 4886 **Bhopal Dated:** 27/7/2020

To,

Director
M/s Engineering Professional Co Pvt Ltd
JV with M/s South Gujarat Construction Co Ltd
201, 3rd Floor Blue Ribbon, Opp. V.R. Mall, B/s Raghuvir Shell
Near Harmony Residency, Surat-Dumas Road, Vesu, Surat-395007
Email: engco108@gmail.com

Kind Attn.: Mr. R.K. Jain

Name of Work:- Survey, Design, Construction and commissioning of Sewerage Network in Mandleshwar Municipal area, District Khargone.

Subject:- Notice under Clause 27 of GCC – Mandleshwar

Ref: 1) LOA vide letter no. PMU/ENGG/2017/2868, dated: 30.12.2017
2) This office letter no. PMU/ENGG/VN/2019/4029, dated: 06.06.2019
3) This office letter no. PMU/ENGG/VN/2019/8687, dated: 07.11.2019
4) This office letter no. PMU/ENGG/VN/2020/777, dated: 28.01.2020
5) This office letter no. PMU/ENGG/VN/2020/1293, dated: 14.02.2020
6) This office letter no. PMU/ENGG/VN/2020/2484, dated: 01.05.2020
7) This office letter no. PMU/ENGG/VN/2020/3872, dated: 27.06.2020

The work of Mandleahwar Sewerage scheme was awarded on 30.12.2017 as referred above, with time period of 2 years. But the progress of work at site is not at all satisfactory despite constant pursuance. Land for STP is clear. All design and drawings submitted by you have also been approved. However, till date you have not submitted the design & drawing of STP which has caused unnecessary delay at your part.

This poor performance issue has resulted in creating many other problems on the project including delays, disatisfaction of ULB toward your firm, etc. Despite having already expressed our concerns regarding these performance issues, there has not been any attempt on your part to improve your performance on the work front available to you fro construction.

The current issues at hand concerning your poor performance include:

1. Land of Sewage Treatment Plant was handed over to you on 29.01.2018. From last seven months it is observed that no work is going on any site. Time period of more

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

than two years has been elapsed till date but you are unable to submit the GAD, structural design and drawing of all components of STP, QAP of all components of STP, internal roads & drains, QAP of pump, boundary wall, electrical and mechanical drawings of STP and all IPSs which has caused unnecessary delay at your part. You are neither taking interest in execution of work nor submission of design and drawings. You were reminded many times from PMC and this office vide above referred letter under reference but you have given also assurance regarding starting the work. You are directed to submit the design and drawings of all components of STP by 30th July, 2020.

2. You have laid only 400m of Sewer Network even after Notice dated: 01.05.2020 and constant persuance from PIU, PMC and this office but up to date progress except sewer network is 0% as on 22-07-2020 which is not at all acceptable to us.
3. As per Annexure-O: Details of Milestones, you were bound in all cases, to complete the financial target i.e. 3/4th of the work before 3/4th of such time. You are failed to fulfill your obligations for the same. Your firm has even not completed the laying of Sewer Line where there was no issue. The work carried out in laying of sewer is at very poor pace. It is observed that you had simply wasted precious time available for executing work from July 2019 to 23rd March 2020 and there afterward from 20th April 2020 till date. You are not making any sincere effort in making up of work lagging behind schedule.
4. From the record of resources deployment, correspondence, PIU & PMC office feedback it is clear that you have failed to achieve completion of works in Mandleshwar mainly because of your complete failure for deployment of resources in required proportion of the quantum of works and failure to do work in a continuous sequential manner.

In telephonic discussion held with field staff, it has been informed that work was stopped at site from December, 2020 and no substantial work has been undertaken by your firm since then, even after being aware of the fact that construction activities were permitted from 20th April, 2020.

Present Status of Works is as per table below:

Date of LOA	30.12.2017	Date of Agreement	17.01.2018
Duration of Contract	730 days	Scheduled date of completion	16.01.2020
Time elapsed (as on 23-07-2020)	929 days	Percentage time elapsed	127.26%
Physical Progress (Overall)	5.00%	Financial progress	9.50%

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

As it is clear from above, that the works is extremely lagging behind the schedule, progress is disproportionate & by non achievement of milestone you are in breach of contract[Clause 27 of GCC & Annexure-O] and Owner is entitled to give notice to the contractor stating the nature of the default and requiring the contractor to remedy the same.

In view of the above facts, your firm "**M/s Engineering Professional Co Pvt Ltd., M/s South Gujarat Construction Co Ltd (JV)**" is being served a notice under Clause 27 of GCC of the contract as multiple warnings from owner have not solved the problem that has been ongoing from the past 30 months with the first notice having served on 06.06.2019.

Further, you are given an opportunity to explain the reasons (through Video conference if visit at MPUDC office is not possible) for the inordinate delay caused by your firm till date in execution of work, and submit all the requisite before the undersigned latest by 30/07/2020.

This letter be treated for all purpose as final notice for the said contract, Please note. If you fail to provide any reply / satisfactory reply on or before the stipulated date and time it will be presumed that you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document shall be initiated against you without making any further reference to you in this regard.

27/7/20

(M.K. Acharaya)
Engineer-in-Chief, MPUDC

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

No. PMU/VN/2020/ 4887, Bhopal Dated: 27/7/2020

Copy to:

1) Managing Director, MPUDCL for Information please.
2) Finance controller, MPUDC, Bhopal
3) Team Leader, PMC, MPUDP, Bhopal for information and necessary action
4) PM PIU, Khargone for information with instruction to take all suitable needful action at this end safeguard interest of MPUDC in case of termination of contract.

27/7/20

Engineer-in-Chief, MPUDC

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

[ANNEXURE-9]

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No.7118 /MPUDC/PMU/ Bhopal Dated .10/8/2021

To,

M/s Engineering Professional Co. Pvt. Ltd. &
M/s South Construction Gujrat Pvt. Ltd. (JV)
Plot No. 201, 203, Blue Ribbon,
Near Harmani Residence in front of V.R. Mall
Surat Dumas Road
Vesu Surat Gujrat - 395007

Sub: Sewerage Project Mandleshwar Distt. Kharogne (M.P.) - Notice for Termination of Contract.

Ref: 1. LOA for work no. PMU/ENGG/2017/2868 Bhopal dated 30.12.2017
2. This work agreement dated 06.01.2018
3. This letter no. PMU/WB/2021/5165 Bhopal dated 17.06.2021
4. Review meeting on dated 28.07.2021

With reference to subject cited above, you were given the LOA to execute the work of Sewerage Project Mandleshwar, District Khargone (M.P.) vide ref. letter (1). As per contract agreement time period was 24 months i/c rainy season i.e. up to 05.01.2020 after that you were granted extension upto 05.10.2021 with condition that delay damages shall be decided after finalizing the overall delay analysis. But it has been noticed that you have achieved only 20 % physical progress and 10 % financial progress.

Your progress had also been reviewed many times and through many letters written by this Office & Project Implementation Unit, Khargone you were requested to expedite the progress but you have not achieved any substantial progress. In order to check your efficiency you were also given the target for two months vide ref. letter no. (3) and during review meeting on dated 28.07.2021, it was found that during more than one month of target you had not achieved the target completely.

This shows your gross negligence regarding completion of work and comes in category of GCC clause 27.2(a) page no. 126 of agreement i.e. "Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract"

Hence as you have executed the agreement with Engineer-in-Chief on behalf of MPUDC, this notice is being served to you with 14 days time to make good the failure and to remedy it within 14 days otherwise your contract shall be terminated as per agreement.

(Deepak Ratnawat)
Engineer-In- Chief,
MPUDC

No.7119 /MPUDC/PMU/ Bhopal Dated .10/8/2021

Copy to:

1. P.A. to Managing Director, MPUDC for Information please.
2. Project Manager, PIU, Khargone for information & necessary action.
3. Team Leader, PMC, M/s Lexus Infratech Pvt. Ltd. for information & necessary action.

Engineer-In- Chief,
MPUDC

Amarkantak Bhawan, Near Press Complex, M.P. Nagar, Zone-1, Bhopal -462011
☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763868 Email: pmuiptbpl@gmail.com

[ANNEXURE-10]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2021/ 11068 **Bhopal Dated:** 14/12/2021

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Regarding 3rd Time extension with condition to progress as per work programme.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Your letter no. EPCL/Mandleshwar/PMU/20192021101 Bhopal, Dated.22.09.2021.
3. Letter no.PIU/KGN/63/2021/2174 Bhopal, Dated.30.11.2021.
4. Letter no. PMU/VN/2021/10177 Bhopal, Dated.16.11.2021.

With reference to letter (2) you have applied for extension up to 30.06.2022. Looking to your progress of work MPUDC has given a final termination letter vide reference letter (4) and asked to expedite the progress.

Hence time extension is being granted up to 30.03.2022 subjected to condition that it shall be reviewed after 16.12.2021 as per termination letter i.e. on 31.12.2021 and if the progress is not found proper then your contract may be terminated even before extended date and action may be taken as per M.P.P.W.D Circular No.F17-1/2019/19/B/244 datet.24.03.2015 as per S.No-6..

This extension is being granted with reserving of the rights as per agreement of MPUDC that liquidated damages shall be finalised at the time of finalization of work while calculation the overall delay analysis.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

11069, At 14/12/2021

Copy to:

1. Project Manager PIU, Khargone for information and monitor the progress of work and Manpower/Machinery deployed at site as per target as per work program of contractor.
2. T.L. PMC Lexus, for information and to monitor the progress of work and Manpower/Machinery deployed at site as per target

Engineer-in-Chief
MPUDC

ANNEXURE-

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ 181 Bhopal, Dated..06.../01/2022

To,

The Director,
M/s Engineering Professional Co. Pvt. Ltd.and
M/s South Gujarat Construction Co. Pvt. Ltd. (JV)
201, 3rd Floor, Blue Ribbon,
Opp. V.R. Mall, Near Harmony Residency,
Surat- 395 007 (Gujarat)

Sub: Show Cause Notice for Blacklisting of Mandleshwar Sewerage Project due to Slow Progress.

Ref: 1. Letter no. PMU/VN/2021/10177 Bhopal, Dated.16.11.2021.

Your Joint Venture firm had been awarded the contract for Sewerage Project of Mandleshwar by MPUDC vide reference made above. The status of progress of the contract is as under:

S. No.	Name of city	Package no.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Up to date Progress
1	Mandleshwar	VNSP-06	6.01.2018	5.01.2020	30.03.2022	22%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. It has also been reviewed on dated 31.12.2021 and found that still the progress was not up to mark even with your required work plan submitted in Nov 2021.Despite repeated instructions, reminders, review meetings and total cooperation extended to you by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Your poor progress and non-achievement of milestones have adversely affected the deliverables stipulated in the contract. The general public of the project town is deprived of access to sanitation facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17-12-2021.

6.01.2022

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGC034130)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

You are hereby required to show cause within 15 days' from the receipt hereof as to why your firm should not be "Blacklisted" for a period of 3 years. You are directed to submit your written statement/reply before the undersigned by **25.01.2022.**

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date it will be presumed that you have nothing to say further in this matter in support, and action as per aforementioned order dated 17.11.2021 may be initiated against you without making any further reference in this regard.

Please note and acknowledge.

2-01-2022
(Prakash Chandra Jain)
Deputy Project Director(T)
MPUDC

Bhopal, Dated..24../01/2022

No./PMU/ENGG/2022/ ..182,

Copy to:

1. Managing Director, MPUDC for information.
2. Engineer-in-Chief, MPUDC, Bhopal for information
3. Financial Controller, MPUDC, Bhopal for information.
4. Chief Engineer, Planning and Budget (State Registration Officer) office of Engineer-in-Chief, PWD, Nirman Bhavan, Arera Hills, Bhopal for information.
5. Concerned Project Manager, PIU, MPUDCL.
6. Team Leader, PMC(VN), Bhopal.

2-01-2022
Deputy Project Director(T)
MPUDC

Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal-462004
Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpudiphpt@gmail.com

ANNEXURE-12

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U74140MP2018SGC043249)
Second Floor, Ambedkar Nagar, New Press Complex, Bhopal-462016

No. PMU/VN/2021/ 522 Bhopal Dated: 19/1/22

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd.
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hariniay Residency Surat Dumas Road Surat.

Name of work:Tender No. 60 – Construction and design of sewer collection network and treatment system including Testing and commissioning of the work in Mandleshwar, Khargone Dist. in MP. Along with maintenance period of 10 years. **Sewerage Project of Mandleshwar Distt. Khargone (M.P.) –Termination of Contract under clause 27.2 (a), (c),(e),(f) of GCC.**

Ref:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017 (Mandleshwar)
2. Agreement Dated 06.01.2018
3. Letter no. PMU/ENGG/VN/2018/4684 Bhopal, Dated 26.09.2018
4. Letter no. MPUDC/PMU/VN/2019/249 Bhopal, Dated 09.01.2019
5. Letter no. PMU/ENGG/VN/2020/1293 Bhopal, Dated 14.02.2020
6. Letter no. PMU/ENGG/VN/2020/1484 Bhopal, Dated 01.05.2020
7. Letter no. PMU/VN/2020/4886 Bhopal, Dated 27.07.2020
8. Letter no. 7118/MPUDC/PMU Bhopal, dated 10.08.2021
9. Letter no. PMU/VN/2021/7615 Bhopal, Dated 25.08.2021
10. Letter no. PMU/VN/2021/10177 Bhopal, Dated 16.11.2021
11. Letter no. PMU/VN/2021/10696 Bhopal, Dated 29.11.2021
12. Letter no. PMU/VN/2021/11544 Bhopal Dated 27.12.2021
13. Letter no. PMU/ENGG/2022/181 Bhopal, Dated 06.01.2022

Please take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Mandleshwar Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Mandleshwar was issued to you on dated 30.12.2017. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e. including rainy season up to 05.01.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 14 of GCC of the contract, time for completion of Design and Build phase was extended up to 05.01.2021, 05.10.2021 and thereafter till 31.03.2022. Accordingly, milestones were revised by MPUDC in the month of Jan 2021, Oct 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones. The status of the project is as under:

Date of LOA	30.12.2017	Date of Commencement	06.01.2018
Duration of Contract	730 days	Schedule Date of Start	06.01.2018
		Schedule date of completion	05.01.2020
Time Extension	820 days (up to 3rd time extension)	3rd Time Extension	31.03.2022
Total duration of contract	1550 days		
Time Elapsed	1550 days	Percentage time elapsed	100%
Time remaining	78 days	Percentage time remaining	4.58%
Physical Progress (Overall)	21%	Financial progress	12.40%

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal 462016

From the above, it is evident that the progress of work of all the above mentioned contract is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement.

Several notices along with 14 days notice were issued as per the terms of the contract by this office but you have failed to abide by the stipulated timeline provided for completion of design and build stage.

Please note that non achievement of milestone amounts to breach of contractual obligations, hence your contract is hereby terminated under Clause 27.2(a), (c),(e),(f) of GCC and appropriate action under Clause 15, Clause 24 read with Clause 28 of GCC and Clause 28 of contract data will be taken by this office.

Please acknowledge the receipt of this Notice.

(Deepak Ratnawat)
Engineer in Chief
MPUDC
Bhopal Dated - 19/1/2022

Endt. PMU/VN/2022/523

Copy to:

1. PA to Managing Director, MPUDC for information.
2. DPD (T), MPUDC for information.
3. Project Manager PIU, Khargone with instruction to take action as per agreement and to take final measurement within 7 days before the contractor and prepare and submit balance BOQ to call tenders.
4. TL PMC Lexus for information and instruction to take necessary action as directed to project manager and take final measurement and prepare the final bill subnit the balance BOQ and prepare tender for balance work so that tender can be called up to 31st Jan 2022 please treat is urgent.

Engineer in Chief
MPUDC

[ANNEXURE-13]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 1134 **Bhopal Dated:** 4/2/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Permission to Continue Work of Mandleshwar Sewerage Project for One Month.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Letter no. EPCL/Mandleshwar/24012201 dt. 24.01.2022.
3. Letter no. PMU/ENGG/2022/870 Bhopal, Dated.28.01.2022
4. Review meeting held on 01.02.2022

With reference to above refer letter no.2, you have requested for revocation against termination of contract of Mandleshwar Sewerage Project. In response you were asked to attend meeting held on 01.02.2022, and submit a micro planning of work for one month.

In the meeting you have submitted a work plan of one month in which you have committed that you will achieve 15-20% physical progress and 13-17% financial progress. The committed financial progress would be about Rs. 1.50 Cr.

Based on your commitment and approval of competent authority, you are permitted to continue the work of this project w.e.f. 04.02.2022 for one month.

The progress of the work will be reviewed on 05.03.2022 and if it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination and this agreement of Mandleshwar Sewerage Project shall be treated as terminated.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Copy to: 1135 dt. 4/2/2022

1. PA to Managing Director, MPUDC, Bhopal for information.
2. Project Manager PIU, Khargone for information necessary action please
3. T.L PMC Lexus, for information and necessary action please.

Engineer-in-Chief
MPUDC

ANNEXURE-14

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. /PMU/VN/2022/ 2285 Bhopal, Date 11/3/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Permission to Continue Work of Mandleshwar Sewerage Project for one Month.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal Dated 30.12.2017 (Mandleshwar)
2. Letter no. EPCL/Mandleshwar/24012201 dated 24.01.2022
3. Letter no. PMU/ENGG/2022/870 Bhopal, Dated 28.01.2022
4. Letter no. EPCL/Mandleshwar/24012203 dated 01.02.2022
5. Letter no. PMU/VN/2022/1134 dated 04.02.2022
6. Review meeting held on 07.03.2022

With refercence to letter at s. no. 5, you were permitted to continue work of Mandleshwar Sewerage Project for one month from 04th February, 2022 considering your physical and financial commitment given by you vide your letter dated 01.02.2022. A meeting was held on 07.03.2022 to review your work progress as per the commitment given by you. It is observed that your financial target was Rs 1.50 crore while in this duration and you have done the work of 1.24 crore as per valuation, which is about 82% of committed target. You have achieved 11% physical progress in this one-month time.

In the meeting, you were asked to submit the work plan for next one month and in the submitted work plan you have given commitment that you will achieve 10% physical progress and 7% fincancial progress amounting to Rs 0.75 crore.

Based on your commitment and approval of competent authority, you are permitted to continue the work of this project for one month again w.e.f 07.03.2022.

The progress of the work will be reviewed on 08.04.2022 and if it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination and this agreement of Mandleshwar Sewerage Project shall be treated as terminated.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

2286
Endt. No. PMU/VN/2022/ Bhopal, Date 11/3/2022

Copy to:-

1. PA to Managing Director, MPUDC, Bhopal for information please.
2. Project Manager PIU, Khargone for information and necessary action.
3. Team Leader, PMC (Lexus Infratech LLP), Bhopal, for information and necessary action.

Engineer-in-Chief
MPUDC

Amarkantak Bhavan, Near Malda Mill ☎: 91+755 2763060, 61, 62 Fax:91+755-2763868 Email:mpusipbpl@gmail.com

ANNEXURE-15

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 3722 **Bhopal Dated:** 29/04/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- **Permission to Continue Work of Mandleshwar Sewerage Project for One Month.**

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Letter no. EPCL/Mandleshwar/24012201 dt. 24.01.2022.
3. Letter no. PMU/ENGG/2022/870 Bhopal, Dated.28.01.2022
4. Letter no. EPCL/Mandleshwar/24012203 Dated.01.02.2022
5. Letter no. PMU/VN/2022/1134 Dated.04.02.2022
6. Letter no. PMU/VN/2022/2285 Dated.11.03.2022
7. Letter no. EPCPL/Mandleshwar/MPUDCL/083202202 Date.08.03.2022
8. Review meeting held on 11.04.2022
9. Review meeting by PS, MPUDCL, held on 13.04.2022
10. Your letter no. EPCPL/Mandleshwar/MPUDCL/19042201 Dated.21.04.2022

With reference to above referred letter at S.No.5, your firm was permitted to continue work of Mandleshwar Sewerage Project for one-month from 4th February, 2022 considering your physical and financial commitment to achieve 15-20% physical and financial progress amounting approximately Rs. 1.50 Cr given by you vide your letter dated 01.02.2022. A review meeting was held on 07.03.2022 and it was observed that you have achieved financial progress of Rs.1.24 Cr. against commitment of Rs.1.50 Cr. and physical progress of 11% against your commitment of 17-20%.

Considering your achievement for the above period, your firm was again permitted to work for another one month from 11th March, 2022 vide this office letter dated 11.03.2022. In the review meeting you had given commitment to achieve 10% physical progress and 7% financial progress amounting to Rs. 0.75 crore in one month.

To review the progress achieved, a meeting was held on 11.04.2022 to review your work progress as per the commitment given by you. In the review, it is found that you have done the work of Rs.42 lakhs as per valuation, which is about 56% of committed target and you have achieved overall 5% physical progress in this one month's time.

The commitment and achievement of these two months were discussed in the review meeting held on 13.04.2022 in the chairmanship of PS Sir. In the meeting, it has been decided to get the work programme for every month and review it, and complete the work in 2022 without fail.

In view of the above, you are permitted to continue the work of this project for one month w.e.f. 11.04.2022.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

The progress of the work will be reviewed on 12.05.2022 and if it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination of this agreement of Mandleshwar Sewerage Project and it shall be treated as terminated as per the norms of agreement.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

3723 A- 29/4/2022

Copy to:

1. PA to Managing Director, MPUDC, Bhopal for information.
2. Project Manager PIU, Khargone for information necessary action please
3. T.L. PMC Lexus, for information and necessary action please.

Engineer-in-Chief
MPUDC

ANNEXURE-16

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 4577 **Bhopal Dated:** 24/05/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Review meeting on 25.05.2022 regarding the progress against target up to 12.05.2022 for Mandleshwar Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Letter no. 7118/MPUDC/PMU Bhopal, Dated 10.08.2021
3. Letter no. PMU/VN/2021/10177 Bhopal, Dated 16.11.2021
4. Letter no. PMU/VN/2021/10696 Bhopal, Dated 29.11.2021
5. Letter no. PMU/VN/2021/11544 Bhopal, Dated 27.12.2021
6. Letter no. PMU/ENGG/2022/181 Bhopal, Dated 06.01.2022
7. Letter no. PMU/VN/2022/1134 Bhopal, Dated 04.02.2022
8. Letter no. PMU/VN/2022/2285 Bhopal, Dated 11.03.2022
9. Letter no. EPCPL/Mandleshwar/MPUDCL/19042201 Date 21.04.2022
10. Letter no. PMU/VN/2022/3722 Bhopal, Dated 29.04.2022

With reference to above referred letter at S.No.8, your firm was permitted to continue work of Mandleshwar Sewerage Project for next one month from 12th April 2022 considering your physical and financial commitment to achieve 10% physical and 7% financial progress amounting approximately Rs. 0.75 Cr given by you vide your letter dated 21.04.2022.

A review meeting regarding the progress performed by you against your target during one month is scheduled on 25.05.2022 at ~~11:00~~ 3:00 PM (Thursday) noon at MPUDCL office.

You are requested to personally attend the meeting with all the supporting document and reports of the progress achieved in the duration of one month.

If it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination of this agreement of Mandleshwar Sewerage Project and it shall be treated as terminated as per the norms of agreement.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Copy to: 4578 dt: 24/05/2022

1. PA to Managing Director, MPUDC, Bhopal for information.
2. Project Manager PIU, Khargone for information & necessary action please. You are requested to attend the meeting personally.
3. T.L PMC Lexus, for information and necessary action please.

Engineer-in-Chief
MPUDC

[ANNEXURE-17]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 5392 **Bhopal Dated: 16/06/2022**

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub:- **Sewerage Project of Mandleshwar Distt. Khargone (M.P) Revocation of Permission granted the work by MPUDC.**

Ref:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017 (Mandleshwar)
2. This office letter no. PMU/VN/2021/522 Dated 19.01.2022
3. Your letter no. EPCL/Mandleshwar/24012201 Dated 24.01.2022
4. This office letter no. PMU/VN/2022/1134 Dated 04.02.2022
5. This office letter no. PMU/VN/2022/2285 Dated 11.03.2022
6. This office letter no. PMU/ENGG/2022/3722 Dated 29.04.2022
7. Review meeting held on 25.05.2022

With reference to above referred letter at no.3, you had requested for revocation against termination of contract of Mandleshwar Sewerage Project. Considering your requested and commitments given for physical and financial progress, you were permitted to continue work for 3 months.

After 3 months' time, a review meeting was held on 25.05.2022 and in the meeting, as per the field report, it is noticed that you have deployed some labours and machiner recently, although not as per requirement and you are trying to achieve some progress of th work.

Considering your efforts made recently, you are allowed to continue the work upt 30.06.2022. You are directed to submit a detailed work program with commitment o physical progress and financial progress.

A review meeting will be held after 30.06.2022. In this meeting your achievement shall be reviewed. If it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination and this agreement of Mandleshwar Sewerage Project shall be treated as terminated.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

No. PMU/VN/2022/ 5393 **Bhopal Dated: 16/06/2022**

Copy to:
1. PA to Managing Director, MPUDC, Bhopal for information.
2. Project Manager PIU, Khargone for information necessary action please
3. T.L. PMC Lexus, for information and necessary action please.

Engineer-in-Chief
MPUDC

ANNEXURE-18

Madhya Pradesh Urban Development Company Limited

(CIN No.U751 10MP2015SGC034132)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Anantrakh Bhawan, MP Nagar, Bhopal-462011 ☎ : +91-755-2765050, 51, 52 Email mpudc@gmail.com

No. PMU/ENGG/2022/ 65 43 Dated: 25/07/2022

Minutes of Contract Review Meeting held on dtd 07.07.2022

Review Meeting for the progress of works of packages 3A, 3F, 5C, 5G (Sewerage Project Salkheda), 3C (ADB assisted projects) and Mandleshwar & Nemawar Sewerage Projects being executed under Vishesh Nidhi was held on 07.07.2022 at 4:00 PM at Conference Hall of MPUDC office under the chairmanship of MD, MPUDC. List of attendees is attached at Annexure 1.

E-in-C apprised the progress of various works under review. Discussion was held on progress of works and the important issues of the package. Outcome of the review (contractor specific) is as under:

A. Contractor M/s EPCL (Engineering Professional Company Limited), Surat, Gujrat

1. Package 3A, comprising of Kukdeshwar, Nayagaon, Sarvaniya Maharaj and Nagri WSS.

1.1 Displeasure was expressed for extremely slow progress of works and for not achieving the targets given in the meeting of PS, UDHD on 29.09.2022.

1.2 Contractor raised the issue of not getting the permission from Nagar Parishad Kukdeshwar for laying the distribution network. However, PM- PIU informed that due to very slow progress on works by the Contractor and not starting the works on all fronts and inordinate delay in road restoration after the laying of pipeline it was decided by Nagar Parishad. Chair directed E-in-C to look into the matter and allow the contractor to start the pipe laying works in the town.

1.3 Contractor raised the issue of permission of laying the pipeline in the Morvan village and permission of MPRDC for Nayagaon. It was informed by PM- PIU that the contractor did not deposit the required amount for Nayagaon permission therefore, it had delayed.

1.4 It was directed to PM-PIU to resolve the above issue in next week.

1.5 PM- PIU was directed to inform E-in-C, MPUDC in case of any difficulty in resolving the above issues.

1.6 Contractor gave the timelines to start the trial run for various WSS as follows:

a) Nagari: 30.10.2022
b) Nayagaon: 30.09.2022
c) Sarvaniya Maharaj: 30.11.2022
d) Kukdeshwar: 31.12.2022

The Contractor also assured that in next one month the scheme wise following cumulative progress shall be achieved:

a) Nagari: 60%
b) Nayagaon: 57%
c) Sarvaniya Maharaj: 63%
d) Kukdeshwar: 61%

2. Package 3C, Chand WSS

2.1 DPM, Chhindwara informed that negligible work has been done in past three months due to insufficient resource deployment by contractor.

2.2 Contractor has been directed to submit the design and drawings of the proposed intake well and WTP positively by next month.

2.3 Contractor assured to complete the WSS by 30.10.2022 and achieve the cumulative progress of 50% in next one month.

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3. Package 6B, Salkheda Sewerage Scheme

3.1 Contractor assured to complete the Salkheda Sewerage Project by 30.12.2022 and achieve the cumulative progress of 80% in next one month.

4. Package 3F, Athana WSS

4.1 Contractor raised the issue of approval of rate of PN6 pipe. However, it has been clarified by E-in-C that the change in pipe specification had been decided in July 2021 for all schemes in general and variation proposal had already been approved in the meeting dated 12.04.2022 for Athana WSS but the pipes had not been procured at site so far.

4.2 Contractor assured to complete the WSS by 31.12.2022 and achieve the cumulative progress of 16 % in next one month.

5. Package SF – 06 Mandleshwar Sewerage Scheme

5.1 Engineer-in-chief apprised that this contract was terminated on dated 19.01.2022 but after on contractor's request of revocation and commitment to achieve physical progress 13-17% in a month, one month time was given in which contractor had achieved 11% progress then on contractor's request one more month time was given in which contractor had achieved 7% progress, against committed 10% & then time was given up to 30.06.2022 in which contractor had achieved 4% progress and contractor has achieved overall 29% progress in 5 months.

5.2 As, it was observed that during this long period the physical work progress was not satisfactory and since from February 2022 to June 2022 the average monthly progress is approximately 4% per month. Displeasure was expressed by chair for poor progress. Contractor requested to give the time up to 31.10.2022. The Contractor committed to submit all civil and mechanical drawing by 31.07.2022.

5.3 Contractor also assured to give 10% progress in next one month.

5.4 On the basis of above commitments M/s EPCL has been allowed to continue the work for next one month.

It was also mentioned that next meeting, to review these packages, shall be held in the first /second week of August 2022. If Contractor falls to achieve the above-mentioned self-committed targets, appropriate action shall be taken.

B. Contractor: Tapi Prestressed Private Limited (M/s TPPL)

6. Package 3C Comprising of Polay Kalan, Hatpipalya, and Bagli WSS

6.1 Displeasure was expressed for slow progress of works.

6.2 The Contractor raised the issue of late decision of the Water Source. Engineer-in-chief apprised that he himself had decided water source to Polaykalan and from MP Jal Nigam for Bagli & Hatpipliya on 21.07.2021. Letters dated 14.12.2021 and dated 28.12.2021 also were issued to the contractor for submission of design and drawings but the Contractor started to submit the design and drawings in the first and second week of June 2022.

6.3 Contractor has been directed to submit and get approved all the design and drawings of Polaykalan up to 20th July 2022 & for Hat pipalya and Bagli up to 30th July 2022.

6.4 Team Leader, PMC was directed to expedite the approval of design and drawing approval to meet the timelines given to the Contractor.

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6.5 It was decided to issue the notice of Black listing to the contractor.

6. Contractor: M/s Annu Infra

7. Nemawar Sewerage Scheme

7.1 Displeasure was expressed by Chair for slow progress of works.

7.2 Contractor mentioned that due to change in site of STP and work of one additional IPS, which was not the part of original scope of work, has delayed the works.

7.3 DPD (T) apprised that all the sites had been handed over to contractor in April 2021 and all the variations as per norms had already been approved in August 2021 but till this time contractor had neither submitted overall drawing & design nor given substantial program of work.

7.4 Contractor also raised the issue of variation of the extra works & change in quantities and requested to consider his request for market rates instead of present stand of MPUDC in this regard. Chair directed E-in-C and DPD (T) to relook into the matter.

7.5 It was also directed to issue the notice to the DPR Consultant for variation beyond limit in DPR.

7.6 Contractor committed to submit all the drawings by 31.07.2022 and complete the works by 31.12.2022 with the 10% progress in next one month.

During the discussion of PMIS & Dashboard design, it has been explained by MIS Officer, MPUDC that works of preparing the dashboard is under progress and shall be completed by 25.07.2022. However, MD, MPUDC expressed that the progress of the same shall be reviewed on 18.07.2022.

Meeting ended with thanks to the Chair.

(Deepak Ratnawat)
Engineering in Chief
MPUDC
Bhopal, Dated: 25/07/2022

No. PMU/ENGI/2022/ 6544

Copy to:

1. P.A. to Managing Director, MPUDC, Directorate, Bhopal
2. A.M.D., MPUDC, Bhopal for information
3. Engineer-in-Chief, MPUDC, Bhopal for information
4. PM, PIU, MPUDC, Ujjain, Khargone, Jabalpur & Chhindwara for information & necessary action
5. Team Leader PMC, TCE for information & necessary action
6. Team Leader, PMC, Lexus for information & necessary action
7. Mr. Girish Chandra, MIS Officer, MPUDC to ensure that the minutes are sent to all concerned & take action in preparation of PMIS & Dashboard.
8. AGM, PMC, PIU Ujjain, Jabalpur for information & necessary action
9. M/s EPCL, Surat Concerned Contractor for compliance for information & compliance.
10. M/s TPPL, Indore for information & compliance.
11. M/s Annu Infra, New Delhi for information & compliance.

Scanned with CamScanner

Engineering In Chief
MPUDC

Annexure- I

List of attendees

S. No	Name	Designation and Organization
1.	Sh Deepak Ratnawat	E-in-C, MPUDC, Bhopal
2.	Sh P. C. Jain	Dy. P. D. (Technical), MPUDC
3.	Sh Shailendra Gupta	Project Officer, MPUDC
4.	Sh Pankya	Project Officer, MPUDC
5.	Sh. Santosh Shrivastava	PM, PIU, MPUDC, Ujjain,
6.	Sh. Solanki	PM, PIU, MPUDC, Khargone,
7.	Sh Anil Nanda	PM, PIU, MPUDC, Jabalpur
8.	Sh. Tiwari	DPM, PIU, MPUDC, Chhindwara
9.	Sh Rajesh Kumar Jain	Director, M/s EPCL
10.	Sh. K.K. Sharma.	Director, M/s Annu Infra
11.	Sh. Aditya Surana	Rep. of M/s TPPL
12.	Sh. KJV Swamy	TL, PMC, TCE
13.	Sh. Ganguly	TL, PMC, Lexus
14.	Sh. Sanjeev Galao	Senior Contract Manager, PMC, TCE
15.	ACMs	PMC, PIU, Ujjain, Jabalpur
16.	Sh Girish Chandra	MIS Officer, MPUDC
17.	Sh. Ankit Jain	Network Engineer, PMC, TCE
18.	Sh. Anker Shrivstava	MIS Expert, PMC, TCE

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[ANNEXURE-19]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 7064 **Bhopal Dated:** 17/08/2022

To,

Project Manager
Project Implementation Unit
Khargone (M.P.)

Sub.:- Regarding Submission of Work Program upto 31.08.2022 Sewerage Project of Mandleshwar Distt. Khargone (M.P)

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017 (Mandleshwar)
2. This office letter no. PMU/VN/2021/522 Dated 19.01.2022
3. Your letter no. EPCL/Mandleshwar/24012201 Dated 24.01.2022
4. This office letter no. PMU/VN/2022/1134 Dated 04.02.2022
5. This office letter no. PMU/VN/2022/2285 Dated 11.03.2022
6. This office letter no. PMU/ENGG/2022/3722 Dated 29.04.2022
7. Review meeting held on 30.07.2022.
8. This office letter no. PMU/VN/2022/5392 Dated 16.06.2022
9. Review meeting held on 07.07.2022

With reference to above refer letter no.3, contractor had requested for revocation against termination of contract of Mandleshwar Sewerage Project. Considering his request on 01.02.2022 and his commitments given for physical and financial progress, he was permitted to continue work after review of every months physical and financial progress achieved by him. In this duration contractor's progress was reviewed and last review was held on 25.05.2022 and a letter was issued to contractor for submitting the work plan for physical & financial achievement. Vide letter No. 5392 dated 16.06.2022.

A review meeting was held on 07.07.2022. In this meeting it was observed that contractor is making same efforts for progress of work, Though the progress was not satisfactory but, considering his interest for progress, contractor was allowed to work up to 31.07.2022.

In the review meeting held under chairmanship of Managing Director MPDUC on 07.07.2022 the targets of Physical & Financial progress were given by the contractor for every month, which will be reviewed on or after the 7 day of the each month.

Hence you are requested to instruct the contractor to submit his month wise of work plan immediately and also submit the physical & financial progress achieved upto 07.07.2022.

17.08.2022
(P.C Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2022/ 7065 **Bhopal Dated:** 17/08/2022

Copy to:

1. Engineer- In- Chief, MPUDC, Bhopal for information.
2. T.L PMC Lexus, for information and necessary action please.
3. M/s Engineering & Professional Co. Pvt. Ltd. for information and necessary action please.

17.08.2022
Dy. Project Director (T)
MPUDCL, Bhopal

ANNEXURE-20

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 7359 Bhopal Dated: 29/8/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Review meeting will held on 26.08.2022 for Mandleshwar Sewerage Project for July month.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Review MD Meeting on dated 07.07.2022

With reference to above in the review meeting chaired by Managing Director, MPDUC held on 07.07.2022. you have committed to achieve 100% completion of the works by December, 2022.

A review meeting regarding the progress performed by you against your target during one month is scheduled on 30.08.2022 at MPUDCL office at 11:30 PM.

You are requested to personally attend the meeting with all the supporting document and reports of the progress achieved in the duration of one month.

The progress report received from PIU Khargone is being forwarded to you with this letter. please see it and if you want to correct it than come with correction with photographs of the work done.

If it is found that you have failed to achieve substantial progress against your commitment, there will be no further consideration on termination of this agreement of Mandleshwar Sewerage Project and it shall be treated as terminated as per the norms of agreement.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC

Copy to: 7360, dt. 29/8/2022

1. PA to Managing Director, MPUDC, Bhopal for information.
2. Project Manager PIU, Khargone for information & necessary action please. You are requested to attend the meeting personally.
3. T.L PMC Lexus, for information and necessary action please.

Engineer-in-Chief
MPUDC

551

Name of Project	Survey, Design, Construction and Commissioning of Sewerage Network in Mandleshwar District Khargone (M.P)					
Company Name	M/s Engineering Professional Co. Pvt. Ltd. JV M/s South Gujarat Construction Co. Pvt. Ltd.					
Sr. No	Component		Target given by contractor from 07-07-22 to 07-08-22	Target Achieved from 07-07-22 to 07-08-22	Remark	Balance work
1	STP	20%				
a	SBR		Final fill Complete	Final Fill Completed	Work Target Achieved	Work Was Top Slab work & Electro-Mechanical Work Remaining
b	Security Cabin		Complete	Only Plastering work done	20% Target Achieved (Civil Work Completed)	Aluminum Window, Door, Flooring, Painting and Electrification work Remaining
c	DG Room		Complete	No work Done	0% Target Achieved (Civil Work Completed)	Aluminum Window, Shutter, Flooring, Painting and Electro-Mechanical work Remaining
d	Admin Building		Second floor Completed	Second Floor Shuttering complete and casting work completed	75% Target Completed (Slab Casting Remaining)	Slab Casting Work, Aluminum Window, Door, Shutter, Flooring, Painting and Electro-Mechanical work Remaining
e	Chemical building		Complete	No work Done	0% Target Achieved (Civil Work Completed)	Plastering Work, Aluminum Window, Door, Flooring, Painting and Electro-Mechanical work Remaining
f	C C T		4th lift Complete (4.8m out of 6.5m)	No work Done	0% Target Achieved (3.6m out of 6.5m Completed)	One lift of 1.2m is remaining and Electromechanical work Remaining
g	Sump		Top Slab Complete	Top Slab Completed	100% Target Achieved	Pump House Work, Finishing work, Electro-Mechanical work Remaining
2	IPS-1		2nd lift Complete (2.4M out of 7.4M)	1st lift completed (1.2M out of 7.4M)	27% Target Completed (2nd lift Steel & Shuttering work Completed)	Remaining Lift Screening Chamber, Pump House & Electro-Mechanical Work
3	IPS-2		4th lift Complete (4.8M out of 7.4M)	6th lift Completed (7.4M out of 7.4M)	100% Target Achieved	Screening Chamber, Pump House & Electro-Mechanical Work
4	Sewer Network	4%	Laying Up To 300 Rmt	130.44Rmt	57% Target Achieved	129.56Rmt Work Remaining
5	Road Restoration	3%	Up To 500 Rmt	420 Rmt	84% Target Achieved	80Rmt Work Remaining
6	Testing of sewer line	5%	Up To 500 Rmt	0	0% Target Achieved	500Rmt Work Remaining
7	Physical progress= 7 - 10%			50% Target Achieved		

Arun Sonve
Civil Engineer

Rohit Malviya
Assistant Project Manager
P.I.U. Khargone
M.P.U.D.C.

[ANNEXURE-21]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 7732 **Bhopal Dated:** 14/9/22

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Regarding Submission of work program up to 31.12.2022 for Sewerage Project of Mandleshwar.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017 (Mandleshwar)
2. This office letter no. PMU/VN/2022/7359 Bhopal dated 29.08.2022
3. This office letter no. PMU/VN/2022/7064 Bhopal dated 17.08.2022

With reference to above subject in the review meeting chaired by Managing Director, MPUDC held on 07.07.2022, you have committed to achieve 100% completion of the works by December 2022.

Regarding the Sewerage Project of Mandleshwar, in the review held on 07.07.2022 the instructions were given and these were conveyed to you vide letter no. 2 PMU/VN/2022/7359 Bhopal dated 29.08.2022. In the letter, it was instructed to achieve minimum 10% physical work progress every month.

Accordingly you were asked to submit balance design & drawing, QAP as well as your wok plan for one month i.e. from 07.07.2022 to 07.08.2022 till 30th July 2022 It is regreted to say that you have not submitted your work program up to 31.12.2022 till date

Hence, you are reminded to submit the work program upto 31.12.2022, as well as balance design & drawing, QAP for Mandleshwar Sewerage project within 3 days. The above submission shall be subjected to the approval of competent authority

If you fail to perform as committed by you in this project accordingly there will be ... further consideration on termination of this agreement of Mandleshwar Sewerage Project and it shall be treated as terminated as per the norms of agreement.

13.09.2022
(P.C Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2022/ 7733 **Bhopal Dated:** 14/9/2022

Copy to:

1. Engineer- In- Cheif, MPUDC, Bhopal for information please.
2. PM PIU, Khargone for information & necessary action please.
3. T.L PMC Lexus, for information and necessary action please.

13.09.2022
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-22]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 9440 **Bhopal Dated:** 4/11/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Dorman Road Surat.

Sub.:- Sewerage Project of Mandleshwar Distt. Khargone (M.P) Revocation of Permission granted up to 31.12.2022 for Sewerage Project of Mandleshwar.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal. Dated 30.12.2017 (Mandleshwar)
2. Your letter no. EPCL/Mandleshwar/24012201 Dated 24.01.2022
3. This office letter no. PMU/VN/2022/7359 Bhopal Dated 29.08.2022
4. Review meeting held on 07.07.2022.
5. Review meeting held on 01.09.2022.

With reference to above referred letter at no.2 you had requested for revocation against termination of contract of Mandleshwar Sewerage Project. Considering your request and commitments given for physical and financial progress you were permitted to continue work for every month.

The progress of work was reviewed every month and this was continued up to 30.06.2022. A review meeting was held on 07.07.2022, under the chairmanship of Managing Director MPDUCL. In the meeting as per the field report, it was noticed that you have deployed more labours and machinery recently, although not as per requirement but it was found that you are trying to achieve some progress of the work. In the meeting you were given time upto 31.10.2022 to show progress minimum 10% in next one month.

It has again been reviewed on 01.09.2022 and found that you have achieved about 20% progress from February 2022 to August 2022. The uptodate physical progress is about 50%. You have committed to complete work upto 31st December 2022 in review meeting.

In view of the progress achieved in past and the work program submitted by you, you are are allowed to continue and complete the work upto 31.12.2022. A review meeting shall be held in the month of November and if it is found that you have failed t substantial progress against your commitment, there will be no consideration on te and this agreement of Mandleshwar Sewerage Project shall be treated as terminated.

Encl: - Minutes of Meeting date 01.09.2022

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL., Bhopal
Bhopal Dated: 4/11/2022

No. PMU/VN/2022/ 9441

Copy to:

1. Managing Director, MPUDCL., and Bhopal for information please.
2. Dy. Project Director (T), MPUDCL., Bhopal for information please.
3. Project Manager, PIU, Khargone for information & necessary action please.
4. Team Leader, PMC (Lexus), for information and necessary action please.

Engineer-In-Chief
MPUDCL, Bhopal

[ANNEXURE-23]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 10137 **Bhopal Dated:** 30/11/2022

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Hurmay Residency Surat Doman Road Surat.

Sub.:- Regarding Very Slow Progress of Mandleshwar Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017 (Mandleshwar)
2. MPDUC letter no. PMU/VN/2022/8594 dated 07.10.2022
3. PM PIU Khargone letter no. PIU/KGN/63/2022/2341 dated 23.11.2022

With reference to subject cited above & letter under reference (2) it is to state that commitments regarding progress of Mandleshwar Sewerage Project were made by you in the Review meeting held on 01.09.2022.

1. Complete network drawing by overlapping the proposed network on map of mandleshwar municipal area showing 100% coverage will be submitted within next 7 days. If there is any variation of network pipe line, then it will be submitted upto 15.09.2022.
2. Hydrotesting of the laid pipe line will be completed simultaneously.
3. Remaining drawings, design QAP of different component will be submit upto 10.10.2022
4. Remaining House connections will be completed upto 31.12.2022 with a progress of 800 houses every month.
5. Excavation in hard rock of IPS will be completed upto 30th Oct 2022.
6. Construction of CCT will be completed within 30 days.
7. Overall work will be completed upto 31.12.2022

Considering commitments as above and in favour of completion of the work, it was agreed for time extension upto 31.12.2022, but you have not deployed the required manpower, Machinery materials on site and have not submitted the remaining designs and drawings for approval. There is very slow progress by you and it seems that you are not interested to complete this project in time. PM PIU is also written a letter to you regarding the very slow progress vide letter ref. (3)

The progress of the work vis-a-vis your commitment will be reviewed in the first week of December 2022 and if it seems that you are unable to complete the work upto 31.12.2022, this office may take action as per agreement GCC clauses and previous order of terminations will be implemented.

29.11.2022

(P.C Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2022/ 10138 **Bhopal Dated:** 30/11/2022

Copy to:

1. Engineer- In- Cheif, MPUDC, Bhopal for information please.
2. PM PIU, Khargone for information & necessary action please.
3. T.L PMC Lexus, for information and necessary action please.

30/11/2022

Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE -24]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 994 Bhopal Dated: 07/02/2023

To,

M/S Engineering Professional Co Pvt. Ltd
JV with M/S South Gujarat Construction Co. Ltd
201, 3rd Floor Blue Ribbon Opp. V.R Mall B/S Raghuvir shell
Near Harmay Residency Surat Doman Road Surat.

Sub.:- Regarding Fourth Time extension with Conditions to Progress as per Work Programme for Mandleshwar Sewerage Project.

Ref.:- 1. LOA No. PMU/ENGG/2017/2868 Bhopal, Dated 30.12.2017
2. Letter no. PMU/VN/2022/6235 Bhopal dated 14.07.2022
3. Letter no. PMU/VN/2022/7064 Bhopal dated 17.08.2022
4. Letter no. PMU/VN/2022/9440 Bhopal dated 04.11.2022
5. Letter no. PIU/KGN/63/2023/34 Khargone date 04.01.2023
6. Letter no. PIU/KGN/63/2023/186 Khargone date 13.01.2023
7. Letter no. PIU/KGN/63/2023/210 Khargone date 16.01.2023
8. Letter no. PMU/VN/2023/409 Bhopal dated 17.01.2023
9. Contractor letter no. EPCL/Mandleshwar/0301202301 Date 02.01.2023
10. Letter no. PIU/KGN/63/2023/286 Khargone date 25.01.2023

With reference to letter (9) contractor has applied for extension up to 30.06.2023 & submitted work programme on dated 02.01.2023 for Mandleshwar Sewerage Project.

Physical progress works at site is approx 50% against the committed progress of 100% as per the earlier time extension granted vide letter ref. PMU/VN/2022/9440 dated 04.11.2022.

PM PIU Khargone has as forwarded time extension with recommendation and approval vide reference letter (10) & requested to grant time extension for completion of Project.

Hence provisional & Final time extension is recommended to be granted up to 30.06.2023 to complete the overall works including trial run, subjected to the condition that contractor's progress of works shall be reviewed every month and if the progress is not found proper then the contract may be terminated even before extended date and action may be taken as per contract agreement.

This extension is recommended with reserving of the rights as per agreement of MPUDC that liquidated damages shall be finalised at the time of finalization of work with calculation of the overall delay analysis.

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC
Bhopal Dated 07/02/2023

No. PMU/VN/2023/ 995

Copy to:

1. Dy. Project Director (T), MPDUCL, for information.
2. Project Manager PIU, Khargone for information and necessary action.
3. T.L PMC Lexus, for information and necessary action.

Engineer-in-Chief
MPUDC

[ANNEXURE-25]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, Amarkantak Bhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 3072, Bhopal Dated: 18.04.2023

Minutes of Meeting

A review meeting was held on dated 05.04.2023 in the chairmanship of Mr. Deepak Ratnawat Engineer-In-Chief, MPDUCL Bhopal & Mr. P.C Jain DPD(T) MPDUCL, Bhopal in the conference hall regarding progress of Mandleshwar Sewerage Project under Vishesh Nidhi Officials from PMU, PMC, PIU and from contractor who attended meetings are as follows.

Following officials were present in the meeting.

PMU

1. Mr. Shailendra Gupta - P.O MPDUC
2. Mr. Dinesh Prajapati - APO, MPDUC

PIU

1. Mr. Rajendra Solanki - PM, PIU Khargone (Virtually)
2. Mr. Arun Sonve - Sub Engineer PIU (Virtually)

PMC

1. Mr. G.C Agrawal - Procurement Engineer
2. Mr. Mahendra Singh Raghuvanshi -- ACM PMC Lexus
3. Mr. Ashok Kumar Jatav - ACM, PMC Lexus, Khargoner (Virtually)
4. Mrs. Shikha Raje - Field Engineer
5. Mr. Mahesh Sitole - FE PMC, Lexus (Vitrually)

Contractor

1. Mr. R.K. Jain - M/s Engineering Professional Co. Ltd
2. Mr. Bhupendra Singh - M/s Engineering Professional Co. Ltd
3. Mr. Durv Yadav - M/s Engineering Professional Co. Ltd

The contractor was asked for not achieving the progress of work as committed in last meetings. In Nov-22, the Physical progress was 47% & presently it is 50.91% i.e. only average 1% Physical progress has been achieved by contractor.

Since termination date i.e. from Jan 22 the progress has increased by about 24% i.e. it is less than 2% per month, It was required 6% per month progress. This is not acceptable PM, PIU Khargone & ACM, PMC Mandleshwar told that only 12 labours are working on site on date of meeting & since last about 3 months labours were working between 2 to 4 numbers and on some days no labours at site. However all fronts are open to work but contractor is not sincere about the progress of work. At present 36 E &M drawings/ drawings are still pending for submission.

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Contractor told that he had submitted the drawing of MPS to PM PIU on 16.03.2023 but not approved till now. PM PIU replied that after scrutiny the drawing was returned on same day to comply given comments.

Contractor replied that he will arrange labours as required and also submit the remaining design drawings and ~~all~~ also start the work on all the fronts upto 15th April 2023 ~~from~~

It was decided to see the progress of work upto 15th April 2023 and if the contractor fails to meet the commitment given by him in the meeting then decision on termination shall be implemented and he will not be allowed further to work.

(Approved by E-In-C)

18/4/2023
(P.C.Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/VN/2023/ 3073 **Bhopal Dated:** 18/04/2023

Copy to:

1. Engineer-In-Chief, MPUDCL Bhopal for information
2. PM PIU Khargone for information and necessary action for information & necessary action.
3. PO, Vishesh Nidhi, MPUDC for information & necessary action.
4. T.L PMC Lexus, for information and monitor the progress of work and Manpower/Machinery deployed at site as per target
5. M/s Engineering & Professional Co. Pvt. Ltd for information & immediate compliance.
6. Steno.

18/4/2023
Dy. Project Director (T)
MPUDCL, Bhopal

[ANNEXURE-26]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 5504 Bhopal Dated: 26/05/23

Minutes of Meeting (17.05.2023)

A Progress review meeting of Sewerage Projects under Vishesh Nidhi was held on 17.05.2023 at 4:30 PM under the Chairmanship of Managing Director, MPUDC Cum Commissioner, UADD.

The List of attendees is enclosed at Annexure-1

1. Mandleshwar Sewerage Project:-

Engineer-In-Chief as well as DPD (T) appraised the progress of the work in the Project & told that the contract was terminated on dated 19.01.2022 & at that time the overall progress was 21%. After that on the request of contractor, he was allowed up to Dec 2022 to continue the work with certain milestone to give progress about 7% per months & which was reviewed time to time at different levels but contractor had achieved overall progress 48% only till Dec 2022 against 100% i.e. @ 2.5% per month. He had again given the time further but so far he had achieved progress only 51% i.e. 3% in three months which is very poor & with this speed contractor can not complete the work & told that further time should not be given. It was also told that still over all drawing design documents not submitted.

Contractor replied that it is correct that he could not deploy sufficient manpower after Holi but before that manpower was deployed and again committed to complete the work upto 30th Oct 2023 by putting maximum deployment of manpower resources.

Managing Director had shown the resentment over the progress of work and instructed to give the revised work plan upto 19th May 2023 and submit all design drawings and documents upto 31st May 2023. It was also instructed to give min 5% Physical progress in 15 days & complete the work upto 30th Oct as per your committed time. It was also instructed to complete the entire KAYAKALP ABHIYAN Road sewerage network as well as HSC and their work upto 28th May 2023. It was also instructed that progress shall again be reviewed after 15 days and if required progress not given then no further time shall be allowed.

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2. Nemawar Sewerage Project:-

E-In-C & DPD (T) apprised the progress of the work & told that the initial schedule time of completion was 07.01.2020 but on the request of contractor the time extension given many times & last time upto 31.03.2023 & upto 31.03.2023 contractor had achieved only 50% progress against overall completion & in last 4 months no progress had been achieved. It was also told that first notice for blacklisting was given on dated 25.01.2022 when the progress was 40% & then in hearing he had committed to expedite the progress but in 2nd blacklisting letter on 29.01.2022 (after one year) contractor had achieved the overall progress 50% i.e. 10% in an year.

The contractor was asked for not achieving the progress as committed by him in previous meetings. Presently overall progress is only 50% which is totally lagging behind the committed target. Contractor was also asked for not executing the work at all front even through all fronts are clear and also not procured DI pipes & other equipments.

Contractor's representative replied that cost of DI pipes has increased so we are unable to purchase due to cost increase and requested for considering the recent market rates of DI pipes.

It was instructed to contractor to start the work at all fronts by increasing the labours minimum 100 and purchage DI pipes & other equipments soon and also to submit design/drawings QAP etc of Mechanical/Electrical equipments. It was also told to the contractor that the rates in VAC has been considered as per tender agreement clauses. It was also instructed to complete the work in totally upto 30.09.2023 and give progress minimum 5% within 15 days otherwise action for termination of contract will be initiated. It was also directed to submit work programme within two days. The progress will be reviewed after 15 days.

3. Omkareshwar Sewerage Project :-

DPD(T) told that time extension was given upto 30.06.2023 to complete the work but work of Nagarghat IPS is in initial stage, it is required to speed up. PM PIU Khargone told that mostly Mechanical, Electrical equipments of STPs had procured at site & only blower is remaining. Execution work at all fronts are in progress.

The contractor was instructed to increase the labours & speed up all works & to complete the work upto July 2023. It was told by project Manager PIU that 4 old

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STPs have been handed over by Nagar Palika to contractor & now it is required to prepare improvement plan of these STPs, if required to add in the project. The contractor was instructed to achieve minimum 10% progress within one month & submit the work programme accordingly. The Progress will be reviewed after 15 days.

4. **Chitrakoot Sewerage Project :-**

DPD (T) told that work progress is slight slow and it is required to increase the progress. The contractor was instructed to deploy more labours, machineries and start the work at all fronts and achieve minimum 3% progress per month positively and also complete the work if Kayakalp roads immediately. The contractor has committed to achieve this progress and will start the works at all fronts. The progress will be reviewed after 15 days.

5. **Dindori Sewerage Project:-**

DPD (T) told that the stipulated date of completion of this project is September 2023 but till date the progress is only 17%. E-In-C told that a case has been filed in NGT regarding the pollution in Narmada River due to untreated sewage coming in Narmada river from town, hence it is necessary to achieve more progress & complete the work in time. Contractor was asked regarding slow progress of work. Contractor replied that the work has started on IPS-1, IPS-2, Network & STP & maximum progress will be achieved upto next month.

It was instructed to contractor to start the work at all fronts and increase the progress by deploying more manpower & machineries and should achieve minimum 5% progress within 15 days accordingly work programme should be submitted. The progress will be reviewed after 15 days.

The contractor has committed for deploying more manpower & machineries and 5% progress will be achieved as instructed within 15 days. It was also instructed to complete the entire KAYAKALP road within 7 days.

6. **Amarkantak Sewerage Project:-**

DPD (T) told that the progress of work is very slow, only 11% in 9 months, date of completion of work is 16.08.2023, then how it is possible to complete the work in time.

PM, PIU shahdol told that procurement order for Electrical & Mechanical equipments has been placed but it requires to make progress in HSC by increasing the manpower.

Contractor committed that work will be completed within 3 months he will increase the manpower & machineries to achieve the progress.

Contractor was instructed for deploying more manpower & machineries and achieve minimum 5% progress within 15 days and submit the work programme accordingly. The progress will be reviewed after 15 days.

7. Nasrullagani Sewerage Project

DPD (T) had asserted that the date of the agreement was 04.09.2018 and scheduled date of completion was 03.09.2020 and till this time MPUDC had given four time extension i.e. upto 31.08.2023 and so far only 58% of the physical progress was achieved against 95% to be achieved till 30.04.2023 as per revised work program.

DPD (T) brief the progress of project, that out of 33 kayakalp road, 4 Nos of "kayakalp road" in ward no. 3, 7, 9, 10 is balance. Managing Director instructed to contractor to complete the remaining 4 kayakalp road in next 5 days & balance within a month.

Managing Director instructed to achieve min 5 % of progress in next 15 days and same will be reviewed after 15 days. It was told that as per self committed plan of contractor project completion date is 31-8-23, Managing Director has instructed to complete the overall project work up to date31-8-2023. Mr Anuj Balan assured to complete the project work upto dated 31-8-2023. PM, PIU (in charge) Bhopal told that about 76 labours is deployed presently, but it is not sufficient to achieve the target. Managing Director instructed to contractor to ensure that 200 Nos of labour up to dated 22-05-2023 & expedite the work.

8. Maheshwar Sewerage Project

DPD (T) had asserted that the date of the agreement was 01.10.2018 and scheduled date of completion was 30.09.2020 and till this time four-time extension i.e.up to 30.06.2023 had been given and so far only 47% of the physical progress was achieved against 87% to be achieved till 30.04.2023 as per revised program.

DPD (T) has briefed the progress of the project that mainly STP work is very poor and presently 09 nos. of labour is deployed at STP site out of total 44 nos. labour are deployed at overall project site. There is 4 Kayakalp road, where HSC work is balance, in ward no. 5 Jaystambh to Kalidas road maximum 150 HSC is balance. Managing Director instructed to contractor to complete the balance work in next 5 days. PM, PIU told that the issue related to Jaystambh to Kalidas road, he has contacted to Nagarpallika President and CMO, and this work will be completed within 1.5 to 2 month. Managing Director has instructed that all remaining roads should be completed within 5 days. He also instructed to contractor to deploy minimum 50 labour from Saturdayi.e. from 20-05-2023 on STP. As per 5th time limit

extension the date of completion is 30-06-2023, But contractor has told to complete the work upto 30th September 2023. Managing Director has instructed to contractor to complete the work anyhow upto 15 August 2023 even working in night shift work at STP site. Managing Director has instructed to submit therevisedwork program up to date 19-05-2023. Managing Directoralso instructed to contractor to achieve min 5 % progress of STP work within 15 days, and after 15 days progress will be reviewed. Engineer in chief stated that Maheshwar town is pilgrim centre and of historical importance hence contractor should expedite the work and complete the project upto 15th August 2023.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/5505

Bhopal Dated: ..28/06/23

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implementation Unit, Bhopal
4. Project Manager, Project Implementation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Rewa
8. Project Manager, Project Implementation Unit, Shahdol.
9. Team Leader, PMC, Lexus/ STC
10. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
11. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
12. M/s Engineering & Professional Co. Pvt. Ltd.
13. M/s Annu Infra construct Pvt. Ltd.
14. M.s J.M Ramani Co & Pvt. Ltd.
15. M/s Janak N Pancahal & Joy Builders Co. Pvt. Ltd. (Virtually)
16. M/s J.M Vaghasiya Pvt. Ltd
17. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

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Urban Development and Housing Department
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Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

Annexure- 1

Contract Review meeting held on 17.05.2023

List of Participants:

1. Mr. Deepak Ratnawat, Engineer-In-Chief, MPUDCL, Bhopal
2. Mr. P.C. Jain, Dy. Project Director(T), MPUDCL, Bhopal
3. Mr. A.K Nanda, PM, PIU Jabalpur (Virtually)
4. Mr. Rahil Gupta, DPM, PM, PIU Bhopal (Virtually)
5. Mr. Rajendra Solanki, PM, PIU Khargone (Virtually)
6. Mr. Santosh Shrivastav, PM, PIU, Ujjain (Virtually)
7. Mr. Amar Khare, PM, PIU, Rewa (Virtually)
8. Mr. Pawan Jain, PM, PIU, Shahdol (Virtually)
9. Mr. Ganesh Chandra Agrawal, T.L PMC, Lexus
10. Mr. Mahendra Raghwanshi, ACM, PMC Lexus
11. Mr. Ajay Pandvia, Municipal Engineer-I, PMC II
12. Mr. A.P Tiwari, Municipal Engineer-I, PMC II
13. Mr. Rajesh Jain, from M/s Engineering & Professional Co. Pvt. Ltd. (Virtually)
14. Mr. Rajan Sharma fromM/s Annu Infra construct Pvt. Ltd. (Virtually)
15. Mr. J.M Ramani from M/s J.M Ramani Co. & Pvt. Ltd. (Virtually)
16. Mr. Karan Patel from M/s Janak N Panchal & Joy Builders Co. Pvt. Ltd. (Virtually)
17. Mr. J.M Vaghasiya from M/s J.M Vaghasiya Pvt. Ltd. (Virtually)
18. M/s Abengoa Agua SA, for Nasrullaganj and Maheswar sewerage project (Virtually)

[ANNEXURE-27]

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)
Second floor, AmarkantakBhawan, Near Press Complex, Bhopal-462016

No. PMU/VN/2023/ 6379 Bhopal Dated: 25/07/2023

Minutes of Meeting (08.07.2023)

A review meeting was held on dated 08.07.2023 to review the progress for the Sewerage Projects of the towns which are on the bank of Narmada River under the chairmanship of Managing Director, MPUDCL Bhopal.

1. **Budhni Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) was told that proper treatment plan for ward no. 5 & 15 is still not submitted balance connections also to be done by the contractor. It was also told that contractor shall have to deploy appropriate staff for as per agreement to run the sewerage network as well as plant.
   Contractor replied that he will submit the desired treatment plan for ward no. 5 & 15 within 3-4 days and do connection as per norms.
   Managing Director directed to contractor to complete the all works within one month positively. So that O &M work in totality can be started.

2. **Mandleshwar Sewerage Project:- (Vishesh Nidhi)**
   E-in-C & DPD (T) had expressed the displeasure on the project's very slow progress, the current physical progress of project is 52.64%, on termination date i.e. 19th Jan 2022 the project progress was 21% and upto last review meeting on 17.05.2023 the progress was 51% only i.e. 1.64% progress achieved from 17.05.2023. Manpower deployment was also very less on site i.e. 15 against the minimum requirement of 100 manpower.

   Contractor replied that he has achieved 5% in last 15 days, T.L PMC was told that we have already visited the site on 24.06.2023, no progress was observed.

   MD sir instructed to contractor to expedite the progress of work & achieve the committed progress within 7 days, otherwise order of termination of contract which is already issued will be implemented.

3. **Omkareshwar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that work on all fronts are in progress but more manpower is required to complete the work. It is not possible to complete the work upto 31.07.2023 with present deployment of manpower & peak of work.
   Contractor was replied that the work on all fronts are in progress, all electrical & mechanical equipments have been procured, installation work is in progress and all works will be completed within 2 months.

   It was instructed to contractor to increase manpower & complete the work soon, because it is already committed by contractor to complete work upto 31st July

4. **Nemawar Sewerage Project:- (Vishesh Nidhi)**

   DPD (T) was told that the work progress is extremely very slow, only 15 Manpower has deployed on site, work is in progress only on STP site not on all fronts. T.L, PMC & PM, PIU was told that no work on IPS-2 in running since last 6 months & on IPS-1 only PCC work was done, in MPS 1st raft casted and Work in Kayakalp roads was

also balance. Contractor told that they have started the procurement DI pipe of 2km. length, and assured to complete the work by deploying more manpower, material & machineries by Dec 2023.

Managing Director instructed MPUDC contractor to expedite the progress of work & deployed minimum 100 manpower to achieve progress It was also instructed to issue the last notice as per norms and give time for 7 days to expedite the work & see progress otherwise terminate the contract.

5. Dindori Sewerage Project :- (Vishesh Nidhi)

E-in-C was asked to PM, PIU Jabalpur regarding progress of work. PM told that progress is very slow only 34 manpower deployed against requirement of minimum 100. DPD (T) told that Hydro testing is totally balance, Road Restoration is also not completed, & overall work progress is only 22% so work can not be completed upto 30.09.2023 (Stipulated date of completion).

Contractor replied that work is in progress on all fronts & contractor assured to increase manpower & achieve the progress and complete in time.

It was instructed to contractor to expedite the progress of work & increase progress by deploying more manpower, machineries, and material mobilization.

6. Amarkantak Sewerage Project :- (Vishesh Nidhi)

E-in-C & DPD (T) was told that the work progress is very slow & about two months are remaining in scheduled date of completion (16.08.2023). It was also told that in order to complete the work contractor shall have to deploy min 100 manpower, to arrange all electrical, mechanical, instrumentation & electrical material and to finalize the layout & submit for approval of electrical line.
It was instructed to contractor to increase the manpower minimum 100 & machineries and increase progress, also submit component wise micro planning for completion of work in all respect within three days.

7. Nasrullaganj (Bhairunda) Sewerage project (WB Project)

a. Detailed information about the progress of the project works was given by DPD (T). He informed that the physical progress of works is 63.5%and financial58% achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 21.5% and The Deputy Project Director (Technical) was given detailed components wise progress of the project works.

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra.Project Manager PIU brought to know the reasons for the lack of progress, Project Manager PIU stated that the progress continued to fall due to non-deployment of sufficient labour, i.e.,73 against required 250, Material and machinery as required by the contractor and the pace of work of HSC is very slow. The work of Kaya-Kalp Road is also pending

c. Managing Director MPUDC instructed the contractor and PM PIU to complete all the remaining works on Kayakalp Road within seven days and increase the manpower and all other resources for hydro testing and HSC work, and STP and IPS work and to the complete all the physical work up to 31st August 2023 as committed to WB and also directed to E-in C to givenotice to contractor as performs and agreement for increasing the man power and other resources and if

they do not give proper progress then necessary action as per agreement should be taken.

8. Maheshwar Sewerage project(WB Project)

a. Detailed information about the progress of the project works was brief by DPD(T). He informed that the physical progress of works is 47% and financial 21% is achieved and the slippage of physical progress in comparison to revised work program (as submitted by contractor in Apr-23) is 28% and The Deputy Project Director (Technical) explained in detail about the component wise progress of the project and informed that the progress of the project is not at all satisfactory.DPD(T) also inform to MD that contractor not provided require manpower and not given committed progress, only 15 labors deployed at site while requirement is about 200. With this speed and man power deployment it shall be difficult to complete the work even up to demanded time 31.03.2024 which shall not possible because closure of WB project is up to 31st Dec. 2023

b. Managing Director MPUDC expressed displeasure over the disappointing progress despite consistent follow-up action at the apex level and M/s Abengoa Agua SA in JV with Bhugan Infra. and MD, instructed to PIU sought to reasons for the lack of progress. Project Manager PIU informed that the progress not achieved due to non-deployment of sufficient labour, Material and machinery as required by the contractor.

c. PM PIU informed to MD MPUDC that the contractor has not deployed sufficient manpower at the site. The contractor has deployed only 15 manpower against required about 200. The work of Kaya-Kalp Road is also pending.

d. Managing Director MPUDC instructed to E-in -C to issued final notice to the contractor for termination of contract as per agreement and if contractor not achieve the progress, then take action of termination as per agreement. It was also instructed to contractors as wellas PIU to complete all the remaining works of Kaya-kalp Road within seven days.

9. Bhedaghat Sewerage project (WB Project)

a. Detailed information about the progress of the project works was given by DPD(T). He informed that the physical progress of works is 95 % and financial 88 %. DPD (T) also inform that still few HSC work SCADA, electrical work to be done. It was also told that contractor shall have to give the sludge disposal plan &reuse plan and also to set up the grievance redressalmechanism as per agreement. Theelectrical work is to be doneand drawing design to be submit for some left out area by the contractor, because as per agreement contractor is required to cover 100% municipal area.

b. The Managing Director of MPUDC asked PM PIU about the project status , to which PM PIU informed that only 20 laborers were engaged by the contractor whereas they required 100 laborers to complete in time. HSC work is also going on at a slow pace, as against 1084 connections, only 897 connections have been made. The all-electrical and SCADAworkis also Pending. The work Kaya Kalp roads has been completed.

c. Contractor raised the issueregarding approval of QAP for transformer and payment of retaining wall, then DPD (T) asked TL PMC-II about the issues and asked what is the status. TL informed, QAP approval has been withhold due to non-submission of VETTED design of transformer by the contractor and the

retaining wall was also returned to the contractor for resubmission by comparing it with previous site because as per agreement it is a part of a work.

d. Managing Director MPUDC instructed to the contractor and PIU to submit the all-related document within two days and increase the manpower for the remaining works and complete the project by July 31st 2023. It was also directed to submit the compliances of all left out area in order to cover 100% area of municipal council immediately.

10. Package 2F (Anjad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Anjad Sewerage Scheme.
- The Chair shows his extreme displeasure towards the delay in hydro testing of laid pipelines and constructed manholes by the Contractor. It was instructed to the Contractor's representative to carry out hydro testing of the laid pipe and constructed manhole by deploying required manpower and machinery on top priority.
- It was informed by the Contractor that the trial run of Anjad Sewerage Schemewill commenceby31.07.2023. In this regard, it was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Anjad Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The Contractor was also instructed for the submission of variation regarding saving immediately.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Anjad Sewerage Scheme – 31.07.2023.
  - Commissioning of Anjad Sewerage Scheme – 30.09.2023.

11. Package 2G (Barwaha):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Barwaha Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work & poor deployment of manpower and instructed the Contractor to deploy more nos. of manpower, materials, and machinery on all the available fronts simultaneously.
- It was instructed to the Contractor representative for the submission of micro planning of the remaining work to the PM, PIU, Khargone and to attend a review meeting for Barwaha Sewerage Scheme to be carried out on 13.07.2023 at MPUDC, Bhopal office. PM, PIU, Khargone and ACM, PIU (PMC), Indore also instructed to attend the above review meeting.
- The matter regarding the application of a new connection of 33KV HT line for IPS, MPS & STP of Barwaha Sewerage Scheme. It was informed by the Chief Engineer, MPUDC, Bhopal that despite a letter from the MD, MPUDC, Bhopal the CMO, Nagar Parishad, Barwaha is failed to pay the remaining due to the MPPKVVCL and due to the same MPPKVVCL is not providing the new connections at IPS, MPS & STP. The above matter was discussed at length and finally, it was decided that the MPUDC will pay the remaining due of Nagar Parishad, Barwaha to MPPKVVCL as a loan to Nagar Parishad, Barwaha after the approval of the proposal by MD, MPUDC, Bhopal so that the work will not be suffered due to the above reason.
- The following dates were committed by the Contractor during the above meeting.
  - Trial run of Barwaha Sewerage Scheme – 30.09.2023.
  - Commissioning of Barwaha Sewerage Scheme – 31.12.2023.

12. Package 2H (Sanawad):

- The Chief Engineer, MPUDC, Bhopal has briefed the Chair about the current status of the progress of the work of the Sanawad Sewerage Scheme.
- The Chair has expressed his extreme displeasure over the progress of work for the sewer line & STP and the poor deployment of manpower and procurement of material. Hence, instructed to the Contractor for the deployment of more nos. of manpower, materials, and machinery on all the available fronts simultaneously, immediate commencement of work at all available fronts, and procurement of materials such as DWC HDPE pipes, Manhole Frame and Cover, etc. at the site.
- It was informed by the Contractor's representative that they will complete the work up to GL at all the components of STP at the end of July-2023.
- It was also instructed to the Contractor's representative that looking to the deadline of Phase-I load period maximum work under the above package to be completed by December-2023 so that the same can be claimed under Phase-I.
- It was instructed to the Contractor's representative for the submission of remaining designs & drawings as well as delay analysis as of now so that the delay attributable to the Employer and the Contractor will be finalized.

13. Package 5G (Saikheda):

- In the review meeting contractor representative has committed tocommence the trial run before 31st July 2023
- It was instructed by Chief Engineer to contractor to ensure the trial run work should commence before given time.

14. Hoshangabad Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project, & told that the work Order for this project had been issued to contractor on dated 12.05.2023 to M/s Bhugan Infracon Ltd Ahemdabad. Contractor has mobilised the staff and procument started. Laying of pipe line on kayakalp road has been done of 138m length of network Managing Director had directed to contractor to expedite the work & complete kayakalp road within one month.

15. Narsinghpur Sewerage Project (KfW):

The DPD (T) briefed the chair about current status of project. It was told Kayakalp Abhiyan construction of 3 No of manholes was still pending. The contractor (M/s Bhugan) has committed to complete all the works by 15th July 2023.
M/s Bhugan has committed to complete all the Design-Build (DB) phase works by Dec 2023.

16. Mandla Sewerage Project (KfW):-

The DPD (T) briefed the chair about current status of project. It was told by DPDT that in order to complete the work in time contractor shall have to deploy min 500 manpower while still deployed 135 and to submit balance drawing, design & document within 15 days. In Kayakalp Abhiyan it was also told that 100m sewage network was still pending which need to be expedited. The Hydrotesting for RCC pipes not done so far by the contractor which need to expedite Manpower for House connection works needs to be increased and property surveys have to be done in parallel. Managing Director had instructed to contractor to increase the manpower & submit the balance drawing and design within 15 days & complete the work in time.

(Deepak Ratnawat)
Engineer-In-Chief
MPUDCL, Bhopal

No. PMU/VN/2023/ Bhopal Dated: .....

Copy to:-

1. Managing Director, UAD, Bhopal
2. Dy. Project Director(T), MPUDCL, Bhopal
3. Project Manager, Project Implamentation Unit, Bhopal
4. Project Manager, Project Implamentation Unit, Jabalpur
5. Project Manager, Project Implementation Unit, Khargone
6. Project Manager, Project Implementation Unit, Ujjain
7. Project Manager, Project Implementation Unit, Shahdol
8. Team Leader, PMC, World Bank/kfw/Vishesh Nidhi/ADB/ADB (AF) for information and to attend
9. M/s Engineering & Professional Co. Pvt. Ltd.
10. M/s Annu Infra construct Pvt. Ltd.
11. M.s J.M Ramani Co & Pvt. Ltd.
12. M/s J.M Vaghasiya Pvt. Ltd
13. P. Das Infrastructure Pvt. Ltd., Yogi Construction Co. JV. for information and compliance.
14. Abegoa Agua SA in JV with m/s Bhugan Infra for information and compliance.
15. M/s Darshil Buidcon
16. M/s Bhugan Infracon Ltd. Ahemdabad
17. M/s Jai Varudi Infracon Pvt. Ltd Ahemadabad.
18. MIS Expert, MPUDC

Engineer-In-Chief
MPUDCL, Bhopal

[ANNEXURE - 28]

Construction of Sewerage Project at Mandleshwar

For construction of sewerage Project at Mandleshwar, MPUDC had called tender & allotted to M/s Engineering & Professional co. Pvt. Ltd. South Gujarat Construction Co. Pvt. Ltd (JV) Surat on dated 30.12.2017 and agreement was executed on 08.01.2018. Twenty four months (i.e. upto 07.01.2020) time was given to complete the work.

Following are the status of progress the work.

S.No	Components	Total Qty	Upto Date Progress
1	Sewerage Network	18.92 Km	12.80 Km
2	House Service connections	2460 nos	1923 Nos (upto property line)
3	Road Restoration	12.80 Km	12.55 Km
4	STP (3 MLD)	1 Job	70% (Civil work)
5	IPS-1 (1.12 MLD)	1 Job	30% (Civil work)
6	IPS-2 (1.12 MLD)	1 Job	60% (Civil work)
7	MPS (3 MLD)	1 Job	0% (Civil work)
Overall all Physical Progress			53%
Overall all Financial Progress			40%

Reason for delay in completion of work is mainly due to very slow progress of contractor and partially delay in hand over the land by revenue department for IPS-1, IPS-2 & MPS. Land was hand over on 19.04.2022 [Annexure-28]. Expected date to complete the project is 30.06.2024.

Assistant Contract Manager
PMC LEXUS INFRATECH LLP BHOPAL
(VISHESH NIDHI PROJECT)

Procurement Engineer
PMC LEXUS Infratech LLP.
Bhopal

Team Leader
PMC - Lexus Infratech LLP
Vishesh Nidhi Project

[ANNEXURE-29]

कार्यालय नायब तहसीलदार टप्पा मण्डलेश्वर तहसील महेश्वर, जिला खरगोन

कमांक. 748 /री–1/2022 मण्डलेश्वर, दिनांक. 14 /03/2022

:– आदेश :–

अनुविभागीय अधिकारी महोदय (राजस्व) मण्डलेश्वर के पत्रांक 7424/रीडर–1/2021 मण्डलेश्वर दिनांक 22.12.2021 के तहत मुख्य नगर परिषद अधिकारी मण्डलेश्वर को सीवरेज प्रोजेक्ट हेतू वंटित मण्डलेश्वर स्थित शासकीय भूमि ख.न. 326/8/9/10 का पैकी रकबा 20 X 20 =400 वर्गमीटर खसरा नम्बर 326/1/1/1 का पैकी रकबा 20 X 20 =400 वर्गमीटर एवं खसरा नम्बर 264 का पैकी रकबा 20 X 20 =400 वर्गमीटर भूमि का सीमांकन किया जाकर आबंटन अनुसार कब्जा दिया जाकर कब्जा रसीद प्रदाय हेतू नियमानुसार दल का गठन किया जाना है। सीमांकन किया जाकर दिनांक 16.03.2022 तक प्रतिवेदन सांय 5:00 बजे तक अनिवार्यतः प्रस्तुत करे।

कमांक	नाम दल प्रभारी	दल सदस्य	अभियुक्ति
1	गणेश मोरे राजस्व निरीक्षक वृत्त–2 मण्डलेश्वर	1. कालूराम वर्मा प.ह.न. 25 मण्डलेश्वर 2. मिलिन्द यादव प.ह.न. 18 ठनगांव 3. श्री नितिन यादव प.ह.न. 41 नान्द्रा	–

निर्देशानुसार कार्यवाही की जाकर प्रतिवेदन कब्जा रसीद प्राप्ति सह भिजवाने का कष्ट करे।

नायब तहसीलदार
टप्पा मण्डलेश्वर

पृष्ठांकन क. 749 /री–1/2022 मण्डलेश्वर, दिनांक 14 /03/2022

प्रतिलिपी :–

1. अनुविभागीय अधिकारी महोदय (राजस्व) मण्डलेश्वर ओर सूचनार्थ प्रेषित।
2. संबंधित राजस्व निरीक्षक/मौजा पटवारी श्री गणेश मोरे रा.नि. एवं 1,2,3 की ओर पालनार्थ प्रेषित।

नायब तहसीलदार
टप्पा मण्डलेश्वर

दिनांक 19.4.22

पंचनामा

हम पंचान ग्राम अड़ंगेश्वर के सह पंचगण निवा देते हैं कि आज दिनांक को सिवरेज प्रोजेक्ट के लिए आवदित रू० रु. 326/1/1/1 को निरस्त मान ने हुए नये रवत्रा सं. 305 भूमि मद आजादी का मौके पर जाकर नगर पालिका टीम मौजूद थी। मौके पर 20×20 मीटर का मौके पर नापते हुये शजरा निशान लगा। मौके पर सिमांकन कर सीमा बताई गई है। इसी मौके पर उक्त भूमि का अधिग्रहण किया गया है।

अतः मौका पंचनामा लिखा गया जो सही है।

P-25

EPC

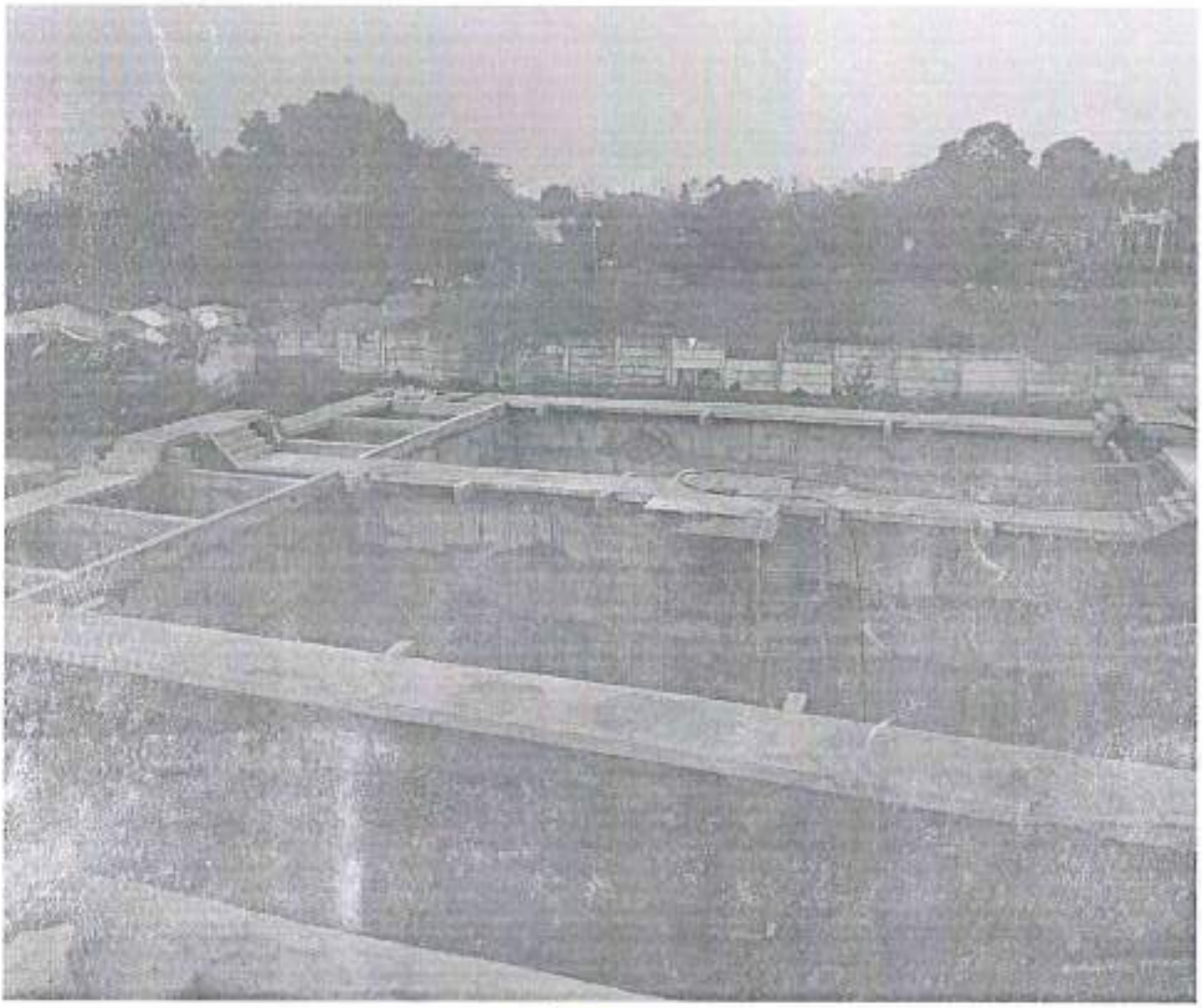
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F.E.

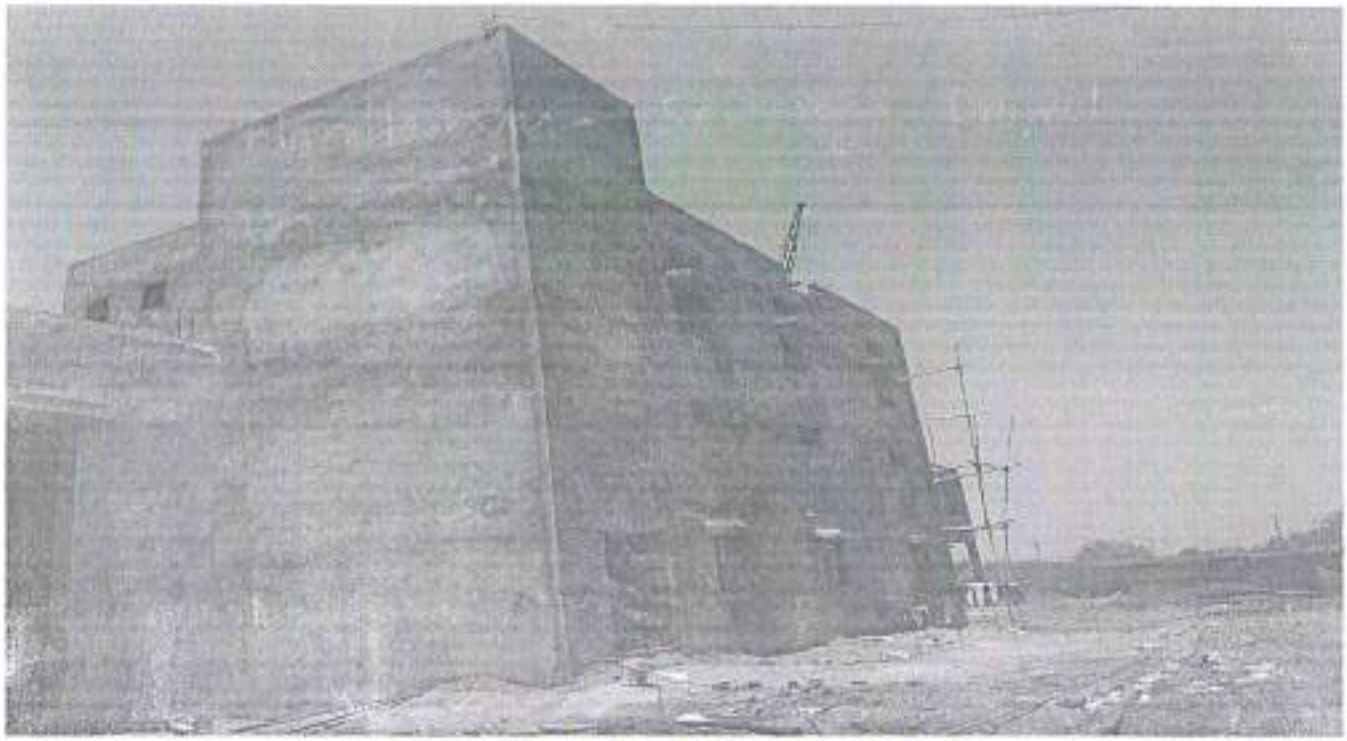
[ANNEXURE-30]

Mandleshwar - Sewerage Project

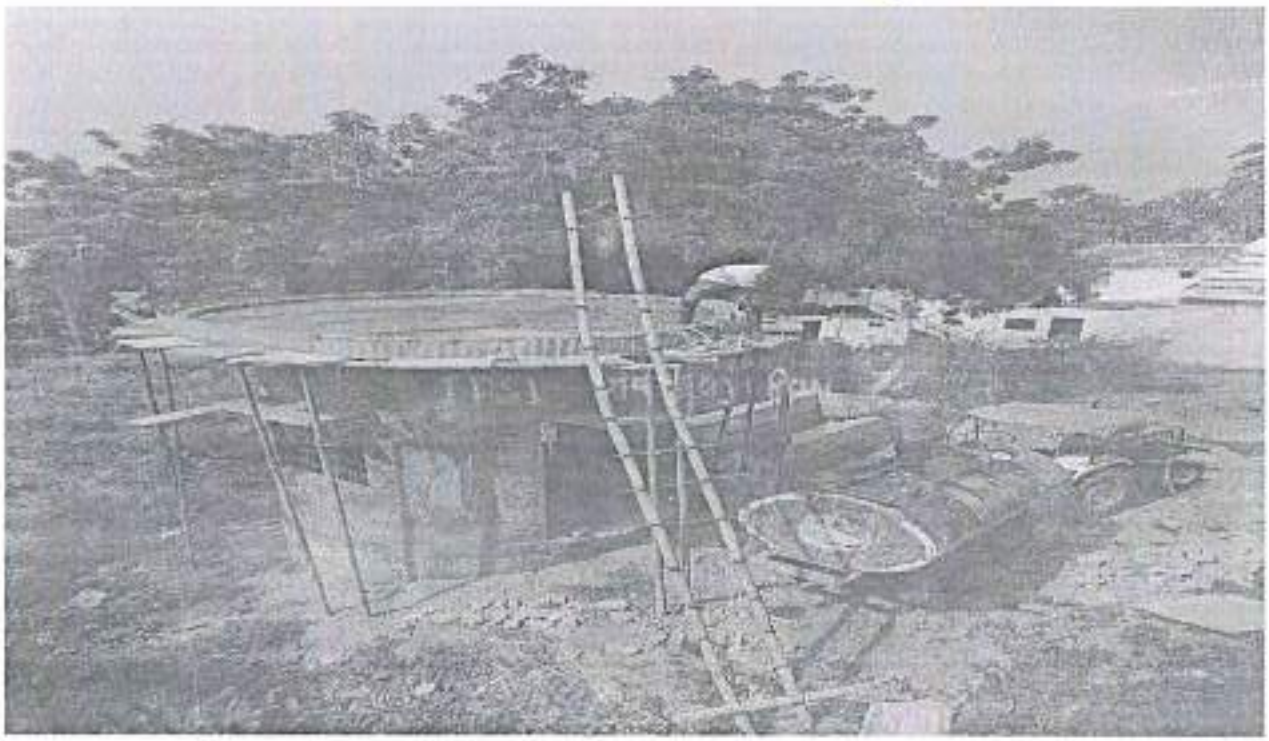


SBR - STP

Mandleshwar - Sewerage project



Admin / Airblower building

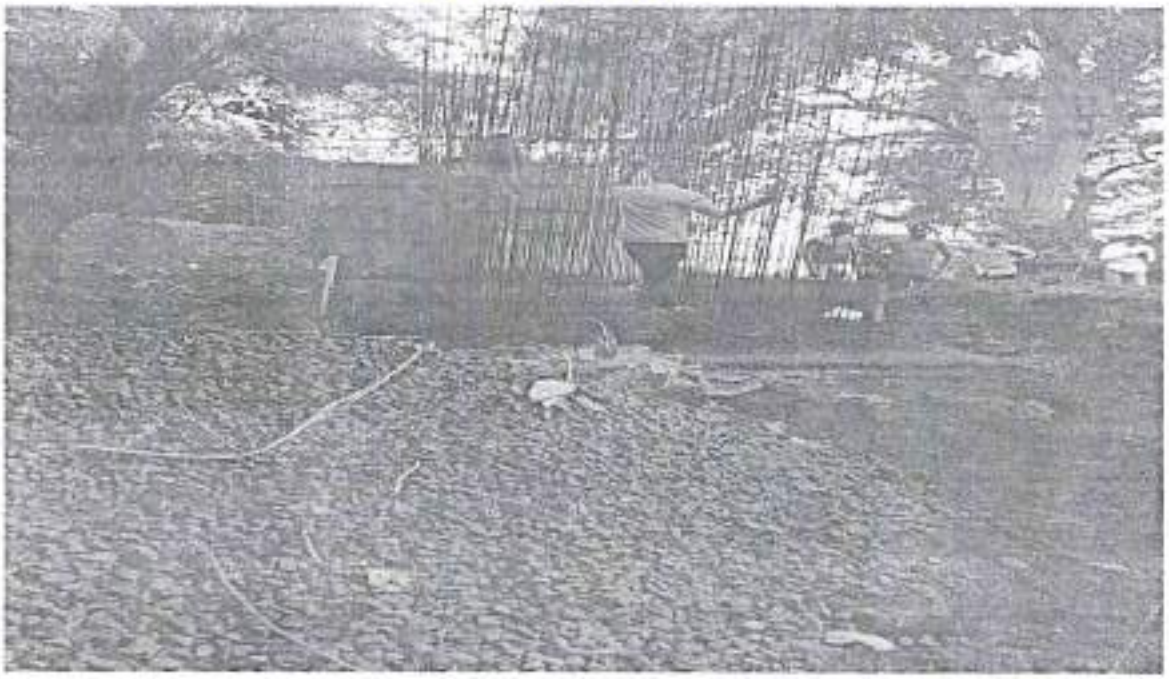


IPS - 2, Jail Near

Mandleshwar - sewerage project



DG Room



IPS1- Gangaji Rao

Annexure R-13 (Colly.)

Maheshwar Sewerage Project			
S.No.	**Date**	**Details of action take for the work**	Annexure
1	25/06/2018	The work of Maheshwar Sewerage Project was awarded to M/s Abengoa Agua SA, JV with M/s Bhugan infracon Pvt. Limited. Ahmedabad vide LoA No. PMU/WB/2018/2865, Bhopal, Dated 25/06/2018.	Annexure - 1
2	01/10/2018	Contract Agreement was signed on date 01/10/2018.	Annexure - 2
3	22/05/2019	Letter written to Contractor regarding Non Start of boundary wall.	Annexure - 3
4	26/09/2019	Show Cause notice was issued Notice to Contractor.	Annexure - 4
5	04/03/2020	Letter was written to contractor regarding submission of pending design and drawing.	Annexure - 5
6	07/07/2020	Letter to contractor regarding submission of pending design and drawing.	Annexure - 6
7	28/10/2020	Notice to contractor regarding Non presence of Responsible person at site of work.	Annexure - 7
8	15/12/2020	Letter to contractor regarding Laxity in deployment of Resources causing delay in execution of work.	Annexure - 8
9	06/04/2021	Notice to Contractor for Non-achievment of target of slow work.	Annexure - 9
10	21/05/2021	Letter to contractor regarding neglignece towards requirement of contract.	Annexure - 10
11	08/06/2021	Letter to contractor regarding to achieve target of June 2021 and July 2021.	Annexure - 11
12	18/06/2021	Letter to contractor regarding two month target.	Annexure - 12
13	23/06/2021	Letter to contractor regarding comment on 2nd submission of revised work plan to take necessary for timely complition of project.	Annexure - 13
14	01/07/2021	letter to contractor regarding achievment of target for the month of June-2021 and july 2021.	Annexure - 14
15	06/07/2021	Letter to contractor regarding false information submitted by the contractor.	Annexure - 15
16	09/07/2021	Letter to cotractor regarding financial target of July - 2021.	Annexure - 16
17	09/07/2021	letter to contractor regarding work plan to achieve the target.	Annexure - 17
18	26/07/2021	Letter to PM, PIU, Bhopal with instruction to ask contractor to submit corrected work plan.	Annexure - 18

S.No.	Date	Details of action take for the work	Annexure
19	05/08/2021	Letter to contractor regarding slow progress and pending submission of drawing and document.	Annexure - 19
20	08/10/2021	Letter to contractor regarding no increase in progress even after assurance of contractor.	Annexure - 20
21	22/10/2021	Letter to contractor regarding necessary action for the managing director for removing the current project blockage	Annexure - 21
22	03/01/2022	Show Cause notice was given to contractor for Black listing for Maheshwar Sewerage work.	Annexure - 22
23	27/01/2022	Extension of time granted up to 30-05-2022.	Annexure - 23
24	27/05/2022	Letter written to contractor regarding extension of time for completion of project.	Annexure - 24
25	25/08/2022	Extension of time granted up to 31-12-2022.	Annexure - 25
26	07/10/2022	Letter of minutes of meeting issued to comply the direction.	Annexure - 26
27	05/01/2023	Extension of time granted up to 30-06-2023.	Annexure - 27
28	03/02/2023	Show cause Notice issued to contractor due to slow progress.	Annexure - 28
29	14/09/2023	Extension of time granted up to 31-12-2023.	Annexure - 29

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL

1

Madhya Pradesh Urban Development Co. Limited
(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank 8, Arera Hills Bhopal
Tel: + 91-755-2762825, 2763060 Email: ginc@mpudc.co.in, kbhatnagar@mpurban.gov.in,
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2018/2865 Bhopal Dated: 25 June 2018

To,

M/s Abeinsa Infraestructuras Medio Ambiente, S. A.-
M/s. Bhugan Infracon Pvt. Ltd. (Joint Venture)
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial Estate, L.B.S. Marg, Ghatkopar (West),
Mumbai-400086, Maharashtra, India
Email- subrahmanyam.kv@abengoa.com/shrinath.garg@abengoa.com

Kind Attention: Mr. Subramanyam KV

Subject: Notification of award of contract for package no 4 under the World Bank funded Madhya Pradesh Urban Development Project (MPUDP) - Design and Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh

Ref: Your bid submitted against NIT no. MPUDC/WB/2018/936 Dated: 07.03.2018

We are pleased to notify that your bid for the Package no 4 under The World Bank funded Madhya Pradesh Urban Development Project (MPUDP) against NIT no. MPUDC/WB/2018/936 dated: 07.03.2018- "Design and Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh"- is hereby accepted for the Contract Amount given as under:

Design Build Price (A)	INR 37,19,30,965.10
Provisional Sum (during design build period) (B)	INR 55,00,000.00
Total (A+B)	**INR 37,74,30,965.10**
Operation & Maintenance Cost for 10 years	
Fixed Cost	INR 2,10,11,920.00
Variable cost for Energy*	INR 2,00,60,199.25
Variable cost for Consumable*	INR 2,48,60,881.40
Total for O&M cost (C)	INR 6,59,33,000.65

ABEINSA SA & BHUGAN INFRACON JV

Provisional Cost during O&M for Extension of network and connections in areas beyond the scope defined in the contract (D)	INR 50,00,000.00
Total (A+B+C+D)	**INR 44,83,63,965** (Rs. Fourty Four Crore Eighty Three Lakh Sixty three Thousand Nine Hundred Sixty Five Only)
* Note: **The variable price will be finally worked out on the basis of actual waste water treated/ actual quantity of dry sludge disposal/ actual quantity of septage transported to Inlet of the STP and other such parameters as given in BoQ.**	

You are required to furnish the Performance Security pursuant to Clause 6.5 of ITB and 5.5.1 of GCC read with clause 25 of Special Condition of Contract for an equivalent amount of total Ten (10) percent of Accepted Contract Amount of Design Built and O&M cost (excluding provisional sums in either case) which works out to Rs. 4,37, 86,397/-(**Four Crore Thirty Seven Lakh Eighty Six Thousand Three Hundred and Ninty Seven Only).**You are required to furnish the Performance Security in the respective form as per Contractors Bid Form: Part-II for the contract period plus 180 days as specified in the Bid document.

Pursuant to ITB Clause 6.5 read with BDS 6.5 (c), you are also required to furnish an Additional Performance Security amounting Rs. 89,40,000 (Rs. Eighty Nine Lakh and Fourty Thousand Only) for the contract period plus 180 days as specified in the Bid document. This is further clarified that the SCC clause 25 does not apply to the additional performance security and this shall be released only at the end of the O&M period.

You are requested to furnish the Performance Security and Additional Performance Security (as above) within 15 days in accordance with the Condition of Contract (GCC clause 5.5.1 (2) and 5.5.1 (3).

Please note that this "Notification of Award" is issued to you pursuant to clause 6.3 of the ITB. The form of contract and other contract documents are attached herewith pursuant to clause 6.4(1) of the ITB.

RVV
25/6/

(R.K.Vyas)
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.
Bhopal

No. PMU/WB/2018/2866 Bhopal, dated:25June 2018

Copy to:

1. Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please
2. Engineer-in-Chief, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please
3. Financial Controller, MPUDC, Bhopal for information and record

RVV

ASEEMA SA & BHUGAN IN... K.V.V

2

4. Shri Suresh Sejkar, Superintending Engineer, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information (in reference to Narmada Sewa Mission)
5. Project Manager, Project Implementation Unit, MPUDC, Indore for Information and further action.
6. Executive Engineer, Indore Division, Urban Administration and Development, Indore for information
7. Chief Municipal Officer, Nagar Parishad, Maheshwar, District Khargone for information and to attend the office of MPUDC
8. Team Leader, Project Management Consultant, MPUDP, Bhopal

25/6

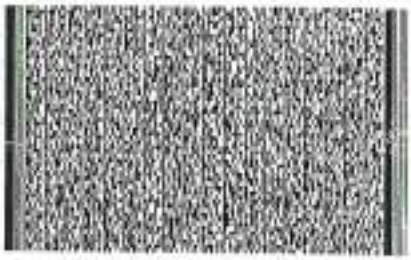
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

ABELMA SA & BHUGAN INFRACON JV

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

2

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101052709201800348 9		
Total E-Stamp Amount	25000		
Govt. Stamp Duty (Rs.)	25000	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Upkar Amount (Rs.)	0
Exempted Amount (Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	27/09/2018 12:50:33		
Service Provider or Issuer Details	prakash lalchandani/SP010541705201500349		
SP/SRO/DRO/HO Details	SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR BHOPAL		

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Purpose	E-STAMP FOR CONTRACT AGREEMENT

First Party Details

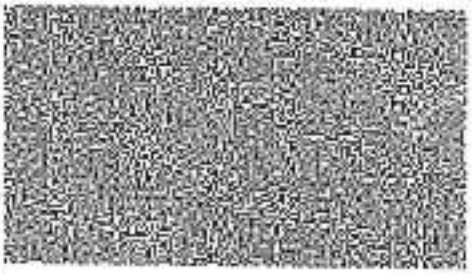
Organization Name	MADHYA PRADESH URBAN DEVELOPMENT COMPANY LTD
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	ABEINSA INFRAESTRUCTURAS MEDIO AMBIENTE SA AND JV
Address	SWASTIK DISA BUSINESS PARK 409-411/A 4TH FLOOR BEHIND VADHANI INDUSTRIAL ESTATE LBS MARG GHATKOPAR (WEST) MUMBAI MAHARASHTRA BHOPAL Madhya Pradesh INDIA
Number of Persons	1

E-STMAP FOR AGREEMENT DEED ATTACHED

Digitally signed by Prakash Lalchandani
Date: 2018.09.27 12:50:38 IST



CONTRACT AGREEMENT

FORM OF CONTRACT(Design Build Service Agreement)

THIS First Agreementis made and entered into this 1st day of October'2018**Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,** a company incorporated under the laws ofIndiaand having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

– and –

M/s AbeinsaInfraestructuras Medio Ambiente, SA (ABEIMA) – M/s BhuganInfraconPvt. Ltd. (JV), having its business address as: Swastik Disa Business Park, 409-411/A, 4th Floor, Behind Vadhani Industrial Estate, LBS Marg, Ghatkopar (West), Mumbai-400086, Maharashtra, (hereinafter called "the Contractor"), of the other part

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to **(I) Design And Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh.**

4. The Contractor has represented to the Owner that it has the skills and ability to **(I) Design And Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review**

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ABEIMA SA & BHUGAN INFRACON

the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management of Maheshwar Nagar Parishad, District Khargone of Madhya Pradeshin an economical and effective manner with *reduced cost and increased profitability* and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No. **MPUDC/WB/ 2018/936Dated 07-03-2018** with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Appendix 3 (Technical Standards) ;

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor[2]~~s parent company~~ *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ABEIMA SA & BHUGAN INFRACON JV

FORM OF CONTRACT(Operation and Maintenance Service Agreement)

THIS Second Agreement is made and entered into this 1st day of October'2018**between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,** a company incorporated under the laws of India and having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

– and –

M/s AbeinsaInfraestructuras Medio Ambiente, SA (ABEIMA) – M/s BhuganInfraconPvt. Ltd. (JV), having its business address as: Swastik Disa Business Park, 409-411/A, 4th Floor, Behind Vadhani Industrial Estate, LBS Marg, Ghatkopar (West), Mumbai-400086, Maharashtra, (hereinafter called "the Contractor"), of the other part

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to **OPERATION ANDMAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION,SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGEMANAGEMENT FOR A PERIOD OF 10 YEARS OF MAHESHWAR NAGAR PARISHAD,DISTRICT KHARGONE OF MADHYA PRADESH.**

4. The Contractor has represented to the Owner that it has the skills and ability to OPERATE AND MAINTAIN THE BUILT SYSTEM FOR TEN (10) YEARS in an economical and effective manner with *reduced cost and increased profitability* and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

Engineer-in-Chief
MPUDC, Bhopal

ABEIMA SA & BHUGAN INFRACON JV

5. The Contractor responded to the Bidding Documents No. **MPUDC/WB/ 2018/936Dated 07-03-2018** with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Technical Standards;

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor~~'s parent company~~ *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

ABEIMA SA & BHUGANN INFRACON

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract to**(I) Design And Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh"** between the Owner and the Contractor (the "Contract") consists of the following documents (collectively, the "Contract Documents"), and each of the following shall be read and construed as an integral part of the Contract:

(a) Form of Contract;
(b) Special Conditions of Contract (Appendix 1 to the General Conditions of Contract);
(c) General Conditions of Contract; and
(d) Remaining appendices to the General Conditions of Contract.

1.2 Order of Precedence

(1) In the event of any ambiguity or conflict between the Contract Documents listed in Section 1.1 of this Form of Contract, the order of precedence shall be the order in which the Contract Documents are listed in Section 1.1 of this Form of Contract.

(2) Notwithstanding Section 1.2(1) of this Form of Contract and any other term or condition in the Contract Documents, if any statement or provision in General Conditions of Contract, is not consistent with or conflicts with any other term or condition in the remainder of the Contract Documents, the remainder of the Contract Documents shall govern.

(3) For the purposes of funding and convenience of operation, two separate contracts are being entered in: First Contract covering to (I) Design And Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage ManagementofMaheshwar Nagar Parishad, District Khargone Of Madhya Pradeshand Second contract for O&M for ten subsequent years, however, it is expressly understood that the contract documents are one composite document for the entire scope of works and applies to both the contracts.

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of Contract and Appendices to the General Conditions of Contract.

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

ABEIMA SA & BHUGANI

ARTICLE 2 –CONTRACTOR'S COMPENSATION AND TERMS OF PAYMENT

2.1 Contractor's Compensation

The Owner hereby agrees to pay to the Contractor the Contract Price, in consideration of the performance by the Contractor of its obligations hereunder, and the Contract Price is: **INR 44,83,63,965/- (Rs. FourtyFourCrore Eighty Three Lakh Sixty Three Thousand NineHundredSixty Fiveonly).** *Note that the Design-Build Price (for Design-Build Services) will be for a total amount while the Operations and Maintenance Payments (for Operations and Maintenance Services) will be an amount for each month the Contractor operates the New Facility*, as specified in the Contractor's Price Schedules or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment

The terms and procedures of payment by which the Owner will compensate the Contractor are set out in the General Conditions of the Contract.

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ABEIMA SA & BHUGAN

ARTICLE 3 – EFFECTIVE DATE AND STARTING DATES

3.1 Effective Date and Starting Date

The Effective Date, the Design-Build Starting Date and Operations and Maintenance Starting Date for the Contract are as below:
Effective Date: Date of signing the agreement
Design-Build Starting Date: not later than 28th day of the Effective Date
Operation and Maintenance Starting Date: the date on which the completion certificate on Design and Build services is issued by the Engineer-in-Chief.

IN WITNESS WHEREOF the Owner and the Contractor have caused this Form of Contract to be duly executed by their duly authorized representatives.

EXECUTED as of the date first written above.

For and on behalf of the OWNER

Madhya Pradesh Urban Development Company Limited,**Bhopal**

Name:
Title: Engineer-in-Chief, MPUDC

For and on behalf of the Contractor

M/s AbeinsaInfraestructurasMedio Ambiente, SA (ABEIMA) – M/s BhuganInfraconPvt. Ltd. (JV), **Mumbai**

Name: K.V. SUBRAHMANYAM
Title: Authorised Representative

Witness:

In the presence of:

Name: KAMLESH BHATNAGAR

Signature

In the presence of: SHAKTI MISHRA

Name:

Signature

3

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank
8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encudc@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/2019/ 3593 Bhopal Dated 22/05/2019

To,

Project Manager
M/s ABEIMA
1/10, Amber Complex
Zone-II, M.P. Nagar, Bhopal

Sub: - Non-start of work of Boundary Wall at STP site Maheshwar.
Ref: - Your letter No. ABEIMA-LoA-MPUDC-PKG 4-030 dt 30-03-19.

With reference to your above Letter, it is to be informed that the land for Sewage Treatment Plant was made free of all encroachments and encumbrances on 26th April 2019. and the site was handed over to you. As you know, this site is vulnerable and hence, you were directed to construct the boundary wall immediately. However, during the site inspection dated 17th May 2019, the Engineer-in-Chief, MPUDC found that although fencing was done but this does not protect the site. This act of yours may result in shear wastage of all the efforts district authorities, of the ULB and MPUDC. The protection of site from any encroachments now is within the duties of contractor.

You are hereby directed to construct boundary wall immediately and start pre-construction activities. Or otherwise in case of any encroachment on site, the responsibility of clearing the site will be with you.

You are also directed to submit the designs/drawings of MPS and STP within 7 days.

Email 22/5/19

(V.K. Tiwari) 22/5
Dy. Project Director (Tech.)

No. PMU/2019/ 3594 Bhopal Dated 22/05/2019

CC

1. Project Manager, PIU MPUDC, Khargone for information and to ensure that the pre-construction activities must start on site immediately.
2. Team Leader, PMC for MPUDP for information and to ensure that the designs of boundary wall should be approved immediately. This is a matter of grave concern that despite clear instructions of Engineer-in Chief, MPUDC you are sending observations only without making result oriented efforts.

Dy. Project Director (Tech.)
22/5

4

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2019/7310 Bhopal Dated: 26/9/2019

To,

Project Director
M/s. Abeinsa Infrastructure Medio Ambiente, SA
(ABEIMA) –M/s Bhugan Infracon Pvt. Ltd. (JV),
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086

Kind Attention: - Mr. Shakti Mishra

Name of Work: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh and Operate and Maintain the Built System for 10 Years.

Subject: **Show cause notice- Maheshwar**

Ref: 1) LOA no. PMU/WB/2018/2124 dated: 15.05.2018
2) This office letter no. PMU/WB/2019/3652, dated: 24.05.2019
3) This office letter no. PMU/WB/2019/4143, dated: 11.06.2019

It is regretted to note that about 50% time has elapsed since the award of contract, but physical and financial progress at site is nil.

Your attention is also invited to above referred letters by which approval of sewer Network and STP Boundary Wall was accorded. It was your responsibility to start the work immediately and submit design and drawing of STP which is still awaited even after repeated reminder.

It is clear from these facts that you have failed to meet the milestones as per agreement and intentionally delayed the execution of work.

Therefore you are directed to show cause why action to terminate the contract may not be initiated against you.

If satisfactory reply is not received from you in next 14 days further action will be initiated, please note.

(V K Tiwari) 25/9/19
Dy. Project Director (T-2)

No. PMU/WB/2019/7311 Bhopal Dated: 25/9/2019

Copy to:

1) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
2) PM, PIU Khargone, for information and necessary action. Also, to instruct the contractor to submit the revised work plan.

Dy. Project Director (T-2)
25/9/19

M.P. Rajya Sahkari Bank Campus, Jail Road, Arera Hills, Bhopal, Madhya Pradesh - 462011

5

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/WB/2020/ 1963 Bhopal, Dated...04../03./2020

To,

M/s. Abeinsa Infrastructure Medio Ambiente, SA (ABEIMA) –M/s Bhugan Infracon Pvt. Ltd. (JV),
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086

Kind Attention: - Mr. Carlos Morales

Name of Work: Survey, Review the Designs, Redesign Where necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Maheshwar Nagar Parishad, District Sehore of Madhya Pradesh and Operate and Maintain the Built System for 10 Years.

Subject: Laxity in submission of pending designs and drawings - Maheshwar

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. This office letter no. PMU/WB/2019/7310, dated: 26.09.2019
3. This office letter no. PMU/WB/2019/7972, dated: 16.10.2019
4. This office letter no. PMU/WB/2019/9457, dated: 30.11.2019

With refernce to the above, the contractor was instructed to submit complete design documents latest by 15th November, 2019.

However, it has been observed that inspite repeated reminder, periodically held review meetings and cooperation extended to you to address all of your issues you have failed to submit the complete design documents i.e., design and drawings of STP, SPS, etc.

Therefore, you are instructed to submit the complete design and drawings for STP and SPS at Khasra no. 391 at the earliest. Any delay in this matter will be attributed to your side, Please Note.

(V K Tiwari) 4/3/2020
Dy. Project Director (T)

From 5/3/2020

No./PMU/WB/2020/ 1964 Bhopal, Dated...04../03./2020

Copy to:

1) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
2) PM, PIU Khargone, for information and necessary action.

Dy. Project Director (T) 4/3/2020

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department

Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2020/ 4303 **Bhopal Dated:** 7/7/2020

To,

Project Director
M/s ABENGOA (AUGA) (Originally ABEIMA)-
M/s Bhugan Infracon Pvt. Ltd.(JV)
Swastik Disa Business Park, 409-411/A, 4th Floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai -400086

Kind Attn.: Mr. Carlos Morales

Name of Work - Survey, review the Designs, Redesign where necessary and Build Sewage Collection and Conveyance System Sewage Treatment and Disposal System of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh and operate and maintain the built system for 10 years.

Subject:- Submission of Pending Design & Drawing of STP and MPS for Maheshwar Sewerage Project regarding.

Ref: 1) LOA no. PMUWB/2018/2865, dated: 26.06.2018.
2) This office letter no. PMU/WB/2019/7310, dated: 26.09.2019.
3) This office letter no. PMU/WB/2019/7819, dated: 11.10.2019.
4) This office letter no. PMU/WB/2019/7972, dated: 16.10.2019.
5) This office letter no. PMU/WB/2019/9043, dated: 21.11.2019.
6) This office letter no. PMU/WB/2019/9457, dated: 30.11.2019.
7) This office letter no. PMU/WB/2020/1903, dated: 04.03.2020.
8) This office letter no. MPUDC/PMU/WB/2020/2188, dated: 12.03.2020.
9) This office letter no. PMU/WB/2020/2486, dated: 01.05.2020 for 14 days Notice for Termination of Contract.
10) This office letter no. PMU/WB/2020/3206, dated: 01.06.2020
11) Your letter no. ABEIMA-LOA-MPUDC-PK4-096, dated:14.05.2020(received on 02.06.2020)
12) Your letter no. ABEIMA-LOA-MPUDC-PK4-102
13) Your letter no. ABEIMA-LOA-MPUDC-PK5-161
14) Your letter no. ABEIMA-LOA-MPUDC-PK5-162
15) This office letter no. PMU/WB/2020/3834, dated: 27.06.2020, Notice for Termination of Contract.

Email 7/7/2020

Please refer above mentioned notices & letters written by this office to increase the progress at site and for submission of pending design and drawings. The agreement for the Maheshwar Sewerage Project was signed & effective from 01.10.2018.

As per contract, the design and drawing for all the components i.e. Sewer Network, MPS and STP has to be submitted within 90 days of agreement effective date i.e. 01.10.2018. However the first submission for the sewer network was received on 26.03.2019 after a period of 176 days from effective date. The time period of more than 1 year and 9 months has been passed but design drawings of MPS and STP are still not received despite several oral & written reminders.

Recently, the telephonic discussion was held with Sh. Kamlesh Bhatnagar Technical Officer on 20.06.2020 regarding submission of pending design and drawings for STP and MPS for Maheshwar Sewerage Project. You have agreed to submit the pending design & drawing of STP and MPS on 20.06.2020 but we have not received the same till date.

You were reminded in past multiple times and were also requested for submission of pending design drawings. You are hereby directed to submit the pending design & drawings within 7 days without fail.

If you fail to provide pending design & drawings before the stipulated time, we will be free to forfeit your performance Bank Guarantee Without any further notice. Consequences arises will be at your risk and cost which may please be noted by your firm.

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal

(M.K. Acharya)
Engineer-in-Chief, MPUDC

No. PMU/WB/2020/ 4304
Bhopal Dated: 7/7/2020

Copy to:

1) Managing Director, MPUDCL for Information please.
2) Finance controller, MPUDC, Bhopal
3) PM PIU Khargone, for information with instruction to take all suitable needful action at this end safeguard interest of MPUDC in case of termination of contract.
4) Team Leader, PMC, MPUDP, Bhopal for information and necessary action.

(M.K. Acharya)
Engineer-in-Chief, MPUDC
Engineer-in-Chief
MPUDC, Bhopal

7

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2020/ 7756 Bhopal Dated: 28/10/2020

To,

Project Director
M/s ABENGOA (AUGA) (Originally known as ABEIMA) in JV with Bhugan Infracon Pvt. Ltd. Gujarat,
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086
Email: angel.alday@abengoa.com, carlos.morales@abengoa.com

Kind Attention: - Mr. Carlos Morales

Name of Works : Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Maheshwar & Nasrullaganj Nagar Parishad, District Khargone & Sehore of Madhya Pradesh and Operate and Maintain the Built System for 10 Years.

Subject: Non Presence of responsible personnel - Maheshwar & Nasrullaganj

Ref: 1. LOA no. PMU/WB/2018/2124 dated: 15.05.2018
2. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
3. This office letter no. PMU/WB/2020/7654, dated: 23.10.2020

With refernce to this office letter dated 23.10.2020, progress review meeting was scheduled in which you were instructed to attend the meeting by physical presence/ virtually. However, it was noted that neither you nor your respresentative were present in the meeting. The Project Managers MPUDC present in the meeting have raised concern over your reluctant behaviour toward the progress of project and negligence in abiding with instructions issued by MPUDC. The review meeting was scheduled to discuss critical issues, ensuring compliances pending on your side & finding way forward. Your such non presence in review meeting futher reinforces the concern of the Project Managers.

The undersigned was also aprised of delay in your progress with respect to the work plan mutually agreed based on which Time extension was granted in both the awarded works.

You are hereby informed that the slippages to the monthly physical/ financial targets enclosed herewith will attract an irrevocable (non-refundable) penalty in terms of LD, no

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

claim will be entertained on release of such penalty levied and no further price escalation will be admissible on items on which such LD is levied, Please note.

Therefore, you are instructed to be present in the office of the undersigned in person on 5th November 2020 at 11 A.M. for discussion of critical issues.

Encl: 1) Work Plan (physical Progress)– Maheshwar
2) Work Plan (physical Progress)– Nasrullaganj
3) Component wise monthly Financial Commitment-Maheshwar
4) Component wise monthly Financial Commitment-Nasrullaganj

Please acknowlegde receipt of this letter.

(V K Tiwari) 28/10/2020
Dy. Project Director (Technical)

No. PMU/WB/2020/ ७७४७
Bhopal Dated: 28/10/2020

Copy to:

1) PM, PIU Bhopal & Khargone, for information and necessary action.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

28/10/2020
Dy. Project Director (Technical)

8

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2020/ 9142 Bhopal Dated: 15/12/2020

To,

Project Director
M/s ABENGOA (AUGA) (Originally known as ABEIMA) in JV with Bhugan Infracon Pvt. Ltd. Gujarat,
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086

Subject: Survey, Review the Designs, Redesign Where necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh and Operate and Maintain the Built System for 10 Years. **Laxity in deployment of resources causing delay in execution of works (Maheshwar)**

Ref:
1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. This office letter no. PMU/WB/2019/7310, dated: 26.09.2019
3. This office letter no. PMU/WB/2019/9043, dated: 21.11.2019
4. This office letter no. PMU/WB/2019/9457, dated: 30.11.2019
5. This office letter no. PMU/WB/2020/1903, dated: 04.03.2020
6. This office letter no. PMU/WB/2020/2188, dated: 12.03.2020
7. This office letter no. PMU/WB/2020/2486, dated: 01.05.2020
8. This office letter no. PMU/WB/2020/3206, dated: 01.06.2020
9. This office letter no. PMU/WB/2020/3834, dated: 27.06.2020
10. This office letter no. PMU/WB/2020/4303, dated: 07.07.2020
11. This office letter no. PMU/WB/2020/4760, dated: 24.07.2020
12. This office letter no. PMU/WB/2020/7756, dated: 28.10.2020
13. This office letter no. PMU/WB/2020/8048, dated: 05.11.2020
14. This office letter no. PMU/WB/2020/9020, dated: 09.12.2020

Please refer this office letters mentioned above written by this office to increase the progress of work. The status of time elapsed and progress made so far under the contract is as under:

Date of LOA	26.06.2018	Date of commencement	01.10.2018
Duration of Contract	1187 days	Scheduled date of completion	30.09.2020
		Extended date of completion	31.12.2021
Time elapsed (as on 11.12.2020)	802 days	Percentage time elapsed	67.57%
Physical Progress (Overall)	05%	Financial progress	1.94%

It is evident that the progress of works is not rational e.g. Progress of sewer laying is only 20% against targeted milestone of 38%. Similarly, in case of SPS and STP no work has

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

been started at site. Design & drawings of STP and SPS are still pending. During detailed review, it has been observed that inspite of repeated reminder/pursuance, periodically held meetings and cooperation extended to you by PIU & PMU to address all of your issues you have failed to demonstrate significant improvement in the progress and also failed to deploy suitable resources.

As it is clear from the above chart, that the work is extremely lagging behind schedule. Your progress is only 5% even after lapse of 802 days period. Your poor performances, disproportionate progress & non achievement of milestone are adversely affecting delivery of progress resulting in delay in execution of Sewerage project of Maheshwar town. No significant work have been undertaken even after grant of extension i.e. since 30.09.2020, the matter of wasting precise time without any valid reason is of utmost concern as you have failed to show satisfactory progress of work.

Minutes of Virtual review meeting held on 25.11.2020 has been issued vide letter under reference no. 14 in which you have been directed to achieve quarterly target of Rs. 4.07Cr. upto Dec, 2020. You are instructed to speed up the progress of work.

If you fail to comply and complete work in respect to the work plan submitted and thereafter physical/financial targets conveyed vide letter under reference no. 12, you will be liable to pay delay damages as per clause 2.3.6 of GCC @ 0.05% per day of each corresponding payment milestone subject to a maximum of 10% of final contract price, which may please be noted.

It is also noted that, the assigned work will only be completed till the extended date of completion if work is now taken up at all the front in full swing. Please refer the Annexure-G of Appendix 3A read with clause 2.3.4 of GCC and accordingly submit a revised work program along with resource mobilization schedule. Also provide a methodology in order to make up the progress and complete the work.

(P. C. Jain)
Dy. Project Director (T)
MPUDC

No. PMU/WB/2020/ 9143 Bhopal Dated: 15/12/2020

Copy to:

1) PM, PIU Khargone, to ensure review of daily physical progress and report to the under signed weekly and to calculate and impose L.D. as per as per clause 2.3.6 of GCC of agreement in upcoming R.A. Bill.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

Dy. Project Director (T)
MPUDC

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 3280 Bhopal Dated: 6/4/2021

To,

M/s ABENGOA (AUGA) (Originally known as ABEIMA) in JV with Bhugan Infracon Pvt. Ltd. Gujarat,
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086

Subject : Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Khargone of Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Notice for Non Achievement of target and slow work**

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. This office letter no. PMU/WB/2021/1127, dated: 06.02.2021

The work of Maheshwar Sewerage scheme was awarded on 26.06.2018 with time period of 2 years. Further time extension has also been granted as requested. But the progress of work at site is not at all satisfactory despite constant pursuance. All the lands for STP & MPS are clear. Still the overall progress of work even as per your revised program is 12% against 50%

You were given one month target vide above referred letter for which present status of achievement is as per table below:

S. No.	Component	Target given as per PMU's letter no. PMU/WB/2021/1127, dated: 06.02.2021	Progress against target as on 03.04.2021 (54 days achievement)
1	*2*	*3*	*4*
1	Design & Drawings	1) Mechanical GAD of all components in STP	20%
2	Sewerage Network for conventional System including manholes, property chamber, etc. (Mtrs)	3000	2575 (85.83%)
3	Road Restoration Works (Mtrs)	2100	9.52%
4	Sewerage Treatment Plant (STP - 4.91 MLD)	Submission of Design and Drawing	All design and drawings not submitted - No physical work

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

5	Raw Seweage Pumping Station (MPS) at STP	Submission of Design and Drawing	All design and drawings not submitted - No physical work
6	Financial Commitment (INR Cr.)	1 Cr.	35% (0.35Cr.)

As it is clear from the points above, that the work is extremely lagging behind the schedule while you have committed to complete the overall work by December 2021, progress is disproportionate & by non achievement of milestone you are in breach of contract[Clause 11.2.3 of GCC] and Owner is entitled to give notice to the contractor stating the nature of the default and requiring the contractor to remedy the same which has already been done through this office letter under refernce no. 2. However, you have failed to remedy or to take steps to remedy the same.

From the record of resources deployment, correspondence, PIU & PMC office feedback it is clear that you have failed to achieve completion of works in Maheshwar mainly because of your complete failure for deployment of resources in required proportion of the quantum of works and failure to do work in a continuous sequential manner.

In view of the above facts, Your firm "**M/s. ABENGOA (AUGA) (Originally ABEIMA) –M/s Bhugan Infracon Pvt. Ltd. (JV)**" is in breach of contract. Multiple warnings from owner have not solved the problem.

This poor performance issue has resulted in creating many other problems on the project including delays, disatisfaction of ULB toward your firm, etc. Despite having already expressed our concerns regarding these performance issues, there has not been any attempt on your part to improve your performance.

Thus this office is compelled to initiate action against you under clause 11.2.3.2 (b)(c)(d) of GCC "termination for contractor's default". Inspite of several notices along with 1 month target you have failed to meet contractual obligation.

This letter be treated for all purpose as final notice for contract mentioned above, Please note. If you fail to provide any reply / satisfactory reply on or before the 14 days period, it will be presumed that you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document shall be initiated against you without making any further reference to you in this regard.

6.4.2021

(P. C. Jain)

Dy. Project Director (T), MPUDC

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

No. PMU/WB/2021/ 3281 Bhopal Dated: 6/4/2021

Copy to:

1) PM, PIU Khargone, for information and necessary action.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

6.4.2021

Dy. Project Director (T), MPUDC

Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal, Madhya Pradesh - 462011

10

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/4495 Bhopal Dated: 27/05/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehoreof Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Negligence towards requirement of contract**

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018

The work of Maheshwar Sewerage Project was awarded to M/s Abengoa Agua SA JV Bhugan Infracon Pvt Ltd., Mumbai in June 2018. Date of commencement of work is 01.10.2018. It has been noted that you have failed to comply with following requirement of agreement:

1. As per clause 8.4 of GCC, *"The Contractor's Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Engineer, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Key Personnel or appoint a replacement."*
2. As per clause 13.1.1 (a) of SCC, *"The Key Personnel as listed in Schedule 1.4 (H) may not be changed. However, in the event that a change in a nominated Key Personnel is inevitable, this shall be subject to the prior written approval of the MPUDC. Provided that, the person who replaces any member of the Key Personnel shall have at least equivalent or higher experience and qualifications as the original member of the Key Personnel who is being so replaced."*
3. As per Clause 2.12.6 (a) of technical specification, *"The Contractor shall prepare monthly progress reports of the Design-Build Services during the Design-Build Period and submit four copies of the reports to the Project Manager. The first*

Amarkantak Bhawan, MP Nagar, Bhopal -462011 ☎ +91-755-2763060 61, 62 Fax +91-755-2763868 Email: mpusicbpl@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

report shall cover the period up to the end of the calendar month after that in which the Design-Build Starting Date occurred and reports shall be submitted monthly thereafter, each no later than 14 days after the last day of the month to which it applies."

4. As per Clause 2.12.6 (b) of technical specification,*"detailed records of the Contractor's Personnel and Contractor's Equipment (Design- Build) on the STP site, Sewerage Network and the actual usage of the Contractor's Equipment (Design- Build) during the reporting period and the tasks performed by the Contractor's Personnel"*

In view of above you are instructed to ensure compliance of following actions immediately:

A. Provide complete list of Key personnel as per agreement ITB 1.4(H) along with comparision with the submission at the time of submission of Bids and reasons for changing, if any. List of Key personnel working at present shall be accompanied with the signed curriculum vitae for each of the Key Staff for Design build Servicesincluding a clear indication of the expertise that the staff will provide consistent with the requirements set out in the BDS ITB 1.4 (H).

B. Provide monthly progress reports of last six months including the requirements as mentioned in clause 2.12.6 of technical specification.

The matter is of utmost concern as you have not shown adequate compliances without any reason even after full coordination and repeated instructions, resulting high dissatisfaction towards your firm.

You are advised to avoid unnecessary correspondenceand instructed to take necessary action for timely completion of project.

24.5.2021

(P.C.Jain)
Dy.Project Director (T)
MPUDC, Bhopal

No. PMU/WB/2021/ 4496
Bhopal Dated: 24/05/2021

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) Team Leader, PMC,WAPCOSBhopal for information and necessary action.
3) PM, PIU Khargone, for information and necessary action.

24/05/2021

Dy.Project Director (T)
MPUDC, Bhopal

Arnarkantak Bhawan, MP Nagar, Bhopal 462011 ☎ : +91-755-2763000, 61, 62 Fax : +91-755-2763868 Email: mpusipbpl@gmail.com
Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

Inspection Report

The undersign had visited the site of Maheshwar Sewerage Project Distt. Khargone on dated 03.04.2021 along with PM PIU, Mr. B.L Jaiswal & other PIU official and PMC official. During Maheshwar visit only one supervisor from M/S Abengoa - Bhugan (JV) side was present at site & no work was going on. It was told by Contractor supervisor that work was closed from 22nd March, 2021 due to Holi vacation & shall be started after return of labour.

The following are the observations & instruction given on site.

1. Store & site laboratory was visited. It was instructed to arrange all the equipment for testing properly & put the vicat apparatus also so that cement can also be tested at site.

2. Pipe line laying in one colony was also checked by opening the manhole & road restoration also checked. It was asked by PM PIU officials that still overall section hydraulic testing had not been done. It was instructed at site to do the work of pipe line laying from outfall site i.e. from MPS & if there is more labour, machinery & material then select more palace but level checking should have to be done properly. It was also instructed to do the inside property house to house survey before carry out the work in any area or locality before starting work and take level of outlet also and prepare sketches/ Drawing which shall be verified by PMC & PIU Officials at site and accordingly property chamber and the inspection chamber as per requirement to be decided. Inspection Chambers may connect two or three household as per requirement. It was also instructed to do proper finish of manhole and make channel inside as per norms. It was also instructed to do the hydraulic testing before road restoration as per norm and there should be no inconvenience to public also. It was also instructed to take due precautions in laying of DWC pipe during floating condition.

3. It was also instructed to deploy proper Supervisory staff as per requirement and environmental, safety and social expert as per agreement.

4. It was also instructed to do the work with due care safety proper barricading, safety sign etc; as per agreement.

5. MPS and STP site was also visited & it was told by PIU staff that it is original site as per agreement and they also show the HFL at site also. It was also discussed with local habitants also & it was instructed to maintain FLG of Site minimum 0.5m above HFL(as already instructed while approval of BEP) and it was also a requirement of work. It was also come to notice that contractor had taken lesser land that had been allotted by collector Khargone. This matter was already discussed with M/s Abengoa-Bhugan JV representative Mr Anuj Balan in February, 2021 about 20 days back along with his

designer and they had asked to take more land which was already allotted by collector Khargone and at that time they had promised to do survey and put up the final Contour and layout plan. During site visit it was told by M/S Abengoa – Bhugan JV Supervisor that still no survey had been done and he could not exactly replied that when it should be started. It was instructed at site to start MPS work because MPS design and drawing as forwarded by PMC & PIU officials had already been approved with instructions to put the slab of Pump House at minimum 0.5m above HFL. It was also instructed to submit the overall drawing and design immediately.

6. It was instructed to expedite the work and to achieve financial target of about Rs. 20cr up to June, 2021 which was had not been achieved by the firm due to slow progress.

25.5.2021

(P.C. Jain)
Deputy Project Director (Technical)

No. PMU/WB/2021/4438 Bhopal Dated: 27/05/2021

Copy to:-

1. Engineer –in-Chief MPUDC for Information.
2. PM PIU Khargone for Information & necessary action.
3. TL PMC, WAPCOS for Information & necessary action.
4. M/S ABENGOA- BHUGAN (JV) for information & compliance at Head Office Bhopal & site office Maheshwar Distt. Khargone.

25/5/2021

Deputy Project Director (Technical)

11

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Bhopal

No. PIU/WB/2021/ 4965 Bhopal Dated: 8/6/2021

IMPORTANT

To,

M/s. ABENGOA AGUA SA
BhuganInfracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehore of Madhya Pradesh and Operate and Maintain the Built System for 10 Years– **Target of June 21 and July 21-**

TIME LIMIT:10.06.2021, 5:00 P.M.

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. Review meeting held on 06-06-2021

With reference to the subject mentioned above, review meeting was held on 06-06-2021chaired by Principal Secretary, UDHD, GoMPand in view of the disproportionate slow progress the owner is entitled to request to you to carry out the necessary remedial work, hence, it was decided to give target of work that has to be completed upto June and July 2021 to which you agreed.

The tentative target prepared by this office is being sent (enclosed) for your consent and signature for agreed target and submission by E-Mail: dypdtech@gmail.com by tomorrow evening. If you want to get any change in physical target then you can change with reason without lowering the financial target. Reason shall be given in separate sheet & should be justified.

In case, no reply is made from your side by 10.06.2021, targets will be deemed as agreed.

8.6.2021
(P.C.Jain)
Dy.Project Director (T), MPUDC
Bhopal Dated: 8/6/2021

No. PMU/WB/2021/ 4966

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) Team Leader, PMC,WAPCOSBhopal for information and necessary action.
3) PM, PIU Khargone, for information and necessary action.

8/6/2021
Dy.Project Director (T), MPUDC

12

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PIU/WB/2021/ 5202, Bhopal Dated: 18/6/2021

To,

M/s. ABENGOA AGUA SA
BhuganInfracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Nasrullaganj& Maheshwar** Nagar Parishad, District Sehore& Khargone, Madhya Pradesh and Operate and Maintain the Built System for 10 Years **Regarding 2 months Targets of (Nasrullaganj & Maheshwar)**

Ref: 1. LOA no. PMU/WB/2018/2124& 2865 dated: 15.05.2018&26.06.2018
2. This office letter no. PMU/WB/2021/4965, dated: 08.06.2021
3. This office letter no. PMU/WB/2021/4967, dated: 08.06.2021
4. Your letter no. ABEIMA-LOA-MPUDC-PKG05-331, dated: 10.06.2021
5. Your letter no. ABEIMA-LOA-MPUDC-PKG05-180, dated: 10.06.2021

As decided in review meeting on dated06.06.2021, the two months target are annexed for you achievement & necessary action.

The first review meeting most probably shall be need on 30th June & next on last week of July, 2021.

You are required to take necessary action for timely completion of project & financial chasing of target.

Encl:1) Reply of MPUDC of your revised Targets

16.6.2021
(P.C.Jain)
Dy.Project Director (T)
MPUDC, Bhopal

No. PMU/WB/2021/ 5203, Bhopal Dated: 18/6/2021

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) PM, PIU Bhopal/Khargone, for information and necessary action and to monitor the progress strictly as per the program & report daily.
3) Team Leader, PMC,WAPCOS Bhopal for information and necessary action and to monitor the progress strictly and to report daily

16.6.2021
Dy.Project Director (T)
MPUDC, Bhopal

13

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 5361, Bhopal Dated: 23/6/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehoreof Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Comments on 2nd submission of revised work plan (Maheshwar)**

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. This office letter no. PMU/WB/2019/5520, dated: 25.07.2019
3. This office letter no. PMU/WB/2019/5568, dated: 26.07.2019
4. This office letter no. PMU/WB/2019/7310, dated: 26.09.2019
5. This office letter no. PMU/WB/2019/9043, dated: 21.11.2019
6. This office letter no. PMU/WB/2019/9457, dated: 30.11.2019
7. This office letter no. PMU/WB/2019/10408, dated: 28.12.2019
8. This office letter no. PMU/WB/2020/1903, dated: 04.03.2020
9. This office letter no. PMU/WB/2020/2486, dated: 01.05.2020
10. This office letter no. PMU/WB/2020/3206, dated: 01.06.2020
11. This office letter no. PMU/WB/2020/3834, dated: 27.06.2020
12. This office letter no. PMU/WB/2020/4303, dated: 07.07.2020
13. This office letter no. PMU/WB/2020/7756, dated: 28.10.2020
14. This office letter no. PMU/WB/2020/9021, dated: 09.12.2020
15. This office letter no. PMU/WB/2020/9142, dated: 15.12.2020
16. This office letter no. PMU/WB/2021/89, dated: 04.01.2021
17. This office letter no. PMU/WB/2021/223, dated: 07.01.2021
18. This office letter no. PMU/WB/2021/339, dated: 12.01.2021
19. This office letter no. PMU/WB/2021/524, dated: 19.01.2021
20. This office letter no. PMU/WB/2021/569, dated: 20.01.2021
21. This office letter no. PMU/WB/2021/1127, dated: 06.02.2021
22. This office letter no. PMU/WB/2021/1579, dated: 19.02.2021
23. This office letter no. PMU/WB/2021/3280, dated: 06.04.2021
24. This office letter no. PMU/WB/2021/4495, dated: 27.05.2021
25. Your letter no. ABEIMA-LOA-MPUDC-PKG04-178, dated: 28.05.2021
26. This office letter no. PMU/WB/2021/4898, dated: 07.06.2021
27. Your letter no. ABEIMA-LOA-MPUDC-PKG04-181, dated: 12.06.2021

With reference to your letter under reference no. 27, you have given reply to our letter dated 07.06.2021 putting forward few points for which response has already provided vide

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Regd. Office: MPUDCL, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

this office letter dated 07.06.2021 under reference. Your submission was again reviewed and following are the comments:

A. Extension of upto 31st Dec 2021 was granted vide Amendment no. 2 signed between parties on 30th Sept 2020 which was sufficient for completion of project. However, vide your letter under reference you have submitted a work plan with further extended submission of work plan upto 31st May 2022 without any just cause. Reply of your sub points have been provided in this office letter no. PMU/WB/2021/4898, dated: 07.06.2021 and you are requested to refer that.

B. Submission of Detailed work plan: MPUDC's stand remain unchanged and in view of point mentioned above you shall provide a work plan after compressing the time required for completion of activity by deploying more resources up to extended time only.

C. Change of STP site:Facts still remain no matter how much hue and cry you may make; the work was commenced on 01st October 2018 and land which was mentioned in agreement was provided to you on 03.10.2018 (Panchnama dated 03.10.2018 providing 0.405ha land sign by your representative can be provided if not available with you). Since, you were not able to submit the proper design and drawings upto 30.09.2019, MPUDC tried to get an alternate site and you were requested to check the feasibility of an alternative site. However, you were unable to submit proper report even after repeated reminders sent vide letter dated 30.09.2020 & 11.10.2019. Finally, the same land was finalised on 28thDec 2019.

Since then, you were again not even able to submit the complete and proper design and drawings to this office. Due to delay at your part in starting the work at STP site, Land for STP was allocated for Urban forest project under Land development project 2021 on 31.07.2020 and notified that the land for Maheshwar STP site has been rejected due to delay in starting work at STP. Same Land was again provided on 28.12.2020. Take reference from this office letter dated 20.01.2021.

Your attention is invited clause 4.3.11 (a) (1) as per which *"The Contractor's Design and Design-related services shall include, but not limited to the following:*

1. Site investigation and data collection including geotechnical assessment and soil analysis for the Design and construction of the structures required for the STP and allied works;". You were responsible to ascertain the Site investigation and data collection. Hence, ascertain HFL as per best engineering practices was your

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eviewed an

, between

responsibility. Therefore, MPUDC was only helping you in interest of work and only you are required to ascertain/acquire all data required for proper design of STP.

It is important to note that the land was available since very commencement of the agreement and you have remained in denial of this fact.

Owner, vide many letters/ notices under reference have requested you to submit the pending designs and start the work at site, the first one written as early as 25.07.2019.

You are time and again submitting the layouts which do not utilize complete area provided i.e. 0.405 ha, hence observations were unavoidable and proper submission was expected from you. Also, you are requested to submit all the design and drawings as per norms/standards and incorporating best engineering practices such that MPUDC does not have to make observations on your submissions.

D. In view of above no claim of incurred/ indirect cost is admissible.

In case you fail to take corrective measures given in this office letter no. PMU/WB/2021/4898, dated: 07.06.2021 sufficient enough to set course towards timely completion of project within a fortnight and laxity is shown in complying with the instruction without just cause and hence hereby will make yourself liable to pay delay damages as per clause 2.3.6 of GCC.

Since same issue has been replied many times, Please do not expect further reply for similar query.

You are required to take necessary action for timely completion of project & financial chasing of target and also required to submit revised detailed work program of balance work up to extended time i.e. 31.12.2021 in the form of bar chart of all activities in abstract, macro & micro details of Engineering, Construction, procurement, testing (Hydraulic as well as overall) commissioning and trial run of all civil, electrical, mechanical, instrumentation, SCADA etc, complete within 7 days positively.

23.6.2021

(P.C.Jain)
Dy.Project Director (T)
MPUDC, Bhopal

No. PMU/WB/2021/ 5362, Bhopal Dated: 23/6/2021

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) Team Leader, PMC,WAPCOSBhopal for information and necessary action.
3) PM, PIU Khargone, for information and necessary action.

23.6.2021

Dy.Project Director (T)
MPUDC, Bhopal

Amarkantak Bhawan, MP Nagar, Bhopal -462011 ☎ +91-755-2763060, 61, 62 Fax . +91-755-2763868 Email: mpusipbpl@gmail.com
Regd. Office: MPUDC, Directorate of UAD, Palika Bhawan, Shivaji Nagar, Bhopal, MP 462011

14

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PIU/WB/2021/ 5695 Bhopal Dated: 1/7/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Khargone of Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Regarding achievement against Target for month of June as reviewed on 29.06.2021 (Maheshwar)**

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. This office letter no. PMU/WB/2021/4965, dated: 08.06.2021
3. This office letter no. PMU/WB/2021/5202, dated: 18.06.2021

With reference to letter under reference, the target for month of June and July 2021 was given by you. The review achievement against target was done on 29th June 2021 and it was found that you were not able to achieve the targets which were accepted/ suggested by you only.

Since, a review meeting is scheduled in coming week, you are advised to increase labour and machinery to achieve and cover up to achieve these targets.

Please again note that non-achievement of this will not be acceptable in any scenario. You are required to take necessary action for timely completion of project & financial chasing of target.

Encl: 1) Target vs Achievement upto 29.06.2021

1/7/2021

(P.C.Jain)
Dy. Project Director (T)
MPUDC, Bhopal

No. PMU/WB/2021/ 5696 Bhopal Dated: 1/7/2021

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
3) PM, PIU Khargone, for information and necessary action.

1/7/2021

Dy. Project Director (T)

15

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 5862,

Bhopal, Dated: 6/7/2021

To,
M/s. Abengoa Agua, S.A.
M/s Bhugan Infracon Pvt. Ltd. (JV),
Swastik Disa Business Park, 409-411/A, 4th floor,
Behind Vadhani Industrial State, LBS Marg,
Ghatkopar, Mumbai-400086.

Sub: Providing false information regarding submission of vetted design & drawings for Maheshwar & Nasrullaganj Sewerage Projects.

Ref: This office letter no. PMU/WB/2020/4746, 4775 & 4777 dated: 03.06.2021.

With reference to letters cited above, you were directed to submit all pending vetted design & drawings for Maheshwar & Nasrullaganj Sewerage Projects. But the same design & drawings are yet to be submitted.

In spite of submitting the same, the representative of M/s ABENGOA has provided false information to undersigned during his visit to this office today that all vetted design & drawings have been submitted for Maheshwar & Nasrullaganj Sewerage Projects. Your such behavior is against the contractor obligations which is not tolerable.

You are therefore, warn to avoid such false statement in future otherwise action as per the contract provisions will be taken against your firm.

6.7.2021

(P.C. Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/WB/2021/ 5863,

Bhopal, Dated: 6/7/2021

Copy to:
1) Team Leader, MPUDP, WAPCOS for information.

6.7.2021

Dy. Project Director (T)
MPUDCL, Bhopal

26

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Bhopal

No. PMU/WB/2021/ 5995 Bhopal Dated: 9/7/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehore of Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Financial Target of July 2021 and March 2022 (Maheshwar)**

TIME LIMIT:10.07.2021, 5 P.M.

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. Review meeting held on 06-07-2021

With reference to the subject mentioned above, review meeting was held on 06-07-2021 chaired by Commissioner, UDHD, GoMP cum Managing Director, MPUDCL and in order to complete the work within stipulated/extended period, it is decided to give monthly financial target of work from July 2021 to March 2022 that has to be achieved monthly and similarly minimum 5% physical progress is required to achieve in a month or as per target completion period.

The tentative target prepared by this office is being sent (enclosed) for your consent and signature. Agreed and signed target has to be submitted on E-Mail: dypdtech@gmail.com by 10.07.2021, 5 PM. If you want to get any change in monthly target then you can change with reason without lowering the cumulative financial target upto March 2022. Reason shall be given in separate sheet & should be justified. But before giving reason or lowering the target you shall have to see the target date also and accordingly you shall have to plan appropriate manpower, machineries & material to improve the progress.

In case, no reply is made from your side by 10.07.2021, targets will be deemed as agreed.

Encl: Target for FY 2021-22 (July to March)

9-7-2021
(P.C.Jain)
Dy. Project Director (T), MPUDC

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Head Office MPUDC Directorate of UAD Public Phase Bhopal

No. PMU/WB/2021/ 5396 Bhopal Dated: 9/7/2021

Copy to:

1) The Engineer-in-Chief, MPUDC for information please.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
3) PM, PIU Khargone, for information and necessary action.

Dy. Project Director (T), MPUDC

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17

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PMU/WB/2021/ 6015 Bhopal Dated: 3/7/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height. Tower-B
Hanuman Nagar, Jatkhedi. Bhopal . MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehoreof Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Revised work plan (Maheshwar)**

Ref:
1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. Your letter no. ABEIMA-LOA-MPUDC-PKG04-009, dated: 08.01.2019 (first work plan)
3. Contract Amendment dated 30.09.2020 (with agreed milestones)
4. Your letter no. ABEIMA-LOA-MPUDC-PKG04-178, dated: 28.05.2021 (received on 01.06.2021)
5. This office letter no. PMU/WB/2021/4898, dated: 07.06.2021 (to revise the work plan)
6. This office letter no. PMU/WB/2021/5202, dated: 18.06.2021 (2 month work target upto July 2021)
7. This office letter no. PMU/WB/2021/5316, dated: 22.06.2021 (for pending issues)
8. This office letter no. PMU/WB/2021/5361, dated: 23.06.2021 (to revise the work plan)
9. This office letter no. PMU/WB/2021/5695, dated: 01.07.2021 (to increase deployment and achieve 2 month target)
10. Your meeting with Principal Secretary, UHDH, GoMP on date 01.07.2021

With reference to the subject cited above, you have submitted a revised work plan vide your letter dated 28.05.2021 under reference. In your submission you have raised various issues and asked for an extension of time upto May 2022. All the issues have been sorted out as per contractual provision. However, it is also to be made clear that in every contract there are issues which are sorted out as per contractual provision but due to tis reason neither work should be slow down nor stopped.

As discussed in meeting dated 01.07.2021, you were required to provide the work program but inspite of regular reminder on phone, you have not submitted the work program so far due to this reason MPUDC has prepared a work program (enclosed) as per your previous work program submitted on date 28.05.2021 in which you have shown the overall work completion upto Feb 2022 & after trial run May 2022 in the form of BAR CHART and only in abstract form. Hence, you are required to go through it and prepare macro & micro plan of all activities milestones & submit in detail to this office within 7 days of issue of this

letter, so that work is monitored properly. It also includes the two months target which is already given to you vide referred letter (PMU/WB/2021/5202 dated 18.06.2021).

You are also requested to agree on this target and return signed copy upto 12.07.2021 failing which it shall be treated as agreed. The above work plan shall not in anyway deviate from the contract terms & conditions alongwith other correspondance regarding this contract.

Encl: 1) As above

(Deepak Ramawat)
Engineer-in-Chief, MPUDCL Bhopal

No. PMU/WB/2021/ 6016, Bhopal Dated 9/7/2021

Copy to:

1) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
2) PM, PIU Khargone, for information and necessary action.

Engineer-in-Chief, MPUDCL Bhopal

18

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PMU/WB/2021/ 6467 Bhopal Dated: 26/07/2021

To,

Project Manager
PIU Khargone
MPUDCL

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar** Nagar Parishad, District Sehoreof Madhya Pradesh and Operate and Maintain the Built System for 10 Years – **Submission of revised work plan (Maheshwar)**

Ref:
1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. Your letter no. ABEIMA-LOA-MPUDC-PKG04-009, dated: 08.01.2019 (first work plan)
3. Contract Amendment dated 30.09.2020 (with agreed milestones & 2nd work plan submission)
4. Your letter no. ABEIMA-LOA-MPUDC- PKG04-178, dated: 28.05.2021 (3rd work plan)
5. Your meeting with Principal Secretary, UDHD, GoMP on date 01.07.2021
6. This office letter no. PMU/WB/2021/6015, dated: 09.07.2021
7. Your meeting with Principal Secretary, UDHD, GoMP on date 14.07.2021
8. Your letter no. ABEIMA-LOA-MPUDC-PKG04-190, dated 18.07.2021 (4th work plan)

With reference to the letter under reference, contractor has submitted a work plan in abstract timeline format up to May 2022 with three months of testing, commissioning & trial run period of complete system. Your third time extension submitted by ref. letter no. 9 is reviewed by PMC, the details of which are as follows.

1. As per the agreement, you had to complete the work within two years i.e. upto 03-09-2020 but you could not complete the work in time & at present status of the work as follows:

S. No.	Name of Component	Progress
1	Survey & design work	42% (as per your documentation list)
2	Sewer Network	
	(a) Laying & Jointing	10.82 KM (3%)
	(b) Hydraulic Testing	0 KM (0%)
3	STP (4.91MLD)	1%
4	Road Restoration	34.71 KM (99%)

2. You have provided the master document for drawing list in which you have shown your last submission date as 12.09.2021 which need to be compressed & strictly monitored. Landscaping drawing of STP submission shown on dated 25.08.2021 i.e. at the end of the drawing submission which is not desirable. It should be done initially alongwith contour plan & on the layout to be fixed to finalize the road & drainage system. Hence provide it within 7 days.

...engoa Agua SA
Energía Solar no.1
...mas Altas
D14 Sevilla (España)
el.+ (34) 95 493 70 0
ax + (34) 95 493 70

3. Actually, overall activities i.e. construction, testing & commissioning should be finished up to 28th Feb 2022 so that trial run for overall project can be started from 1st March 2022 & finish upto 31st May 2022.
4. For sewerage network hydraulic testing activity should be started parallelly & balance line also & get it finished upto 07.11.2021.
5. Concrete shall be off shutter finish and if plaster required for adjusting the surface then it shall be maximum 6mm and shall be done when the concrete is green.
6. Electro & Mechanical items needs to be elaborated & shall also be provided with micro planning.
7. Planning for HT line extension for STP & IPS has also be included.
8. Overall testing & commissioning shall be separate from trail run of 3 months & hence as per program the overall work to be completed upto 15.02.2022 & then scheme shall be overall tested & commissioned upto 28.02.2022.

To,

Dy. Prc
MP U
First'
Jail'

S

Hence, it is being approved with above condition & accordingly contractor should be instructed to do the work and it is also required to submit corrected work plan within 7 days on the basis of above observations.

Encl: 1) As above corrected with Red ink as received in single copy.

26.7.2021
(P.C. Jain)
Dy. Project Director (Technical) MPUDCL

No. PMU/WB/2021/ 6468, Bhopal Dated: 26/07/2021,

Copy to:

1) Engineer-in-Chief, MPUDCL Bhopal for information please.
2) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.
3) M/s Abengoa Agua SA-M/s Bhugan infracon JV, for information and necessary action.

26.7.2021
Dy. Project Director (Technical) MPUDCL

12

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2021/ 6919

Bhopal, Dated: 5/8/2021

To,
M/s. Abengoa Agua, S.A.
M/s Bhugan Infracon Pvt. Ltd. (JV),
Unit-305, 3rd Floor, Building 5,
Sector-3, Millenniem Business Park,
Mahape, Navi Mumbai-400710

Sub: Regarding slow progress and pending submission of drawings & documents for Maheshwar Sewerage Project.

Ref:
1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018.
2. Your letter no. ABEIMA-LOA-MPUDC-PKG04-09, dated: 08.01.2019.
3. Contract Amendment, dated 30.09.2020.
4. Your letter no. ABEIMA-LOA-MPUDC-PKG04-178, dated 28.05.2021.
5. Your meeting with Principal Secretary, UDHD, GoMP on date 01.07.2021.
6. This office letter no. PMU/WB/2021/6015, dated: 09.07.2021.
7. Your meeting with Principal Secretary, UDHD, GoMP on date 14.07.2021.
8. Your letter no. ABEIMA-LOA-MPUDC-PKG04-190 dated 19.07.2021.
9. This office letter no. PMU/WB/2021/6467, dated: 26.07.2021.

The work of 'Survey, Review the Designs, Re-Design where necessary, Build Sewage Collection, Conveyance System, Sewage Treatment and Disposal System and Operate & Maintain the Built System for 10 years at Municipal Council, Maheshwar' was awarded vide LOA no. PMU/WB/2018/2865 dated: 26.06.2018.

As per the agreement, project work had to be completed within two years i.e. up to 03.09.2020 but the work could not be completed in time and at present, status of the work is observed as follows:

S. No.	Name of Component	Progress
1	Survey & design work	8% (as per your documentation list)
2	Sewer Network:	
	(a) Laying & Jointing	11.12 Km (34%)
	(b) Hydraulic Testing	0 Km (0%)
3	STP (4.91 MLD)	0%
4	MPS 1 no.	0%
5	Road Restoration	10.08 Km (90%)

It is evident from the above table that work is lagging behind from the schedule work plan submitted vide your letter no. ABEIMA-LOA-MPUDC-PKG04-178, dated 28.05.2021. Further, you have not yet submitted pending drawings as per 'master drawing list of submission' submitted vide your letter no. ABEIMA-LOA-MPUDC-PKG04-190 dated 19.07.2021 and approved vide letter under reference-9.

You are therefore, directed to submit all pending drawings & documents and co overall activities as per approved work plan i.e. up to 28th Feb 2022 so that trial run for ov project can be started from 1st March 2022 and finish up to 31st May 2022.

4-8-2021

(P.C. Jain)
Dy. Project Director (T)
MPUDCL, Bhopal

No. PMU/WB/2021/ 6920,
Bhopal, Dated: 5/8/2021

Copy to:

1) Project Manager (PIU), Khargone – to ensure the progress of work as per approved work plan.
2) Team Leader, MPUDP, WAPCOS for information.

4.8.2021

Dy. Project Director (T)
MPUDCL, Bhopal

2-0

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PMU/WB/2021/ 9197 Bhopal Dated: 8/10/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Kind Attn.: Mr. Angel Alday

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Nasrullaganj & Maheshwar** Nagar Parishad, District Sehore & Khargone of Madhya Pradesh and Operate and Maintain the Built System for 10 Years – ***Regarding no increase in progress even after Mr. Angel Alday assurance (Nasrullaganj & Maheshwar)***

Ref:
1. LOA no. PMU/WB/2018/ 2124 & 2865, dated: 15.05.2018 & 26.06.2018
2. Your letter no. ABEIMA-LOA-MPUDC-PKG05-325, dated: 28.05.2021 (3rd work plan - Nasrullaganj)
3. Your letter no. ABEIMA-LOA-MPUDC-PKG04-178, dated: 28.05.2021 (3rd work plan -Maheshwar)
4. Your meeting with Principal Secretary, UDHD, GoMP on date 01.07.2021
5. This office letter no. PMU/WB/2021/5948, dated: 08.07.2021
6. This office letter no. PMU/WB/2021/6017, dated: 09.07.2021
7. Your meeting with Principal Secretary, UDHD, GoMP on date 14.07.2021
8. Your letter no. ABEIMA-LOA-MPUDC-PKG05-353, dated 18.07.2021 (4th work plan alongwith Schedule of document submission - Nasrullaganj)
9. Your letter no. ABEIMA-LOA-MPUDC-PKG04-190, dated 18.07.2021 (4th work plan alongwith Schedule of document submission - Maheshwar)
10. This office letter no. PMU/WB/2021/6465, dated: 26.07.2021
11. This office letter no. PMU/WB/2021/7403, dated: 19.08.2021
12. This office letter no. PMU/WB/2021/7426, dated: 19.08.2021
13. This office letter no. PMU/WB/2021/7642, dated: 26.08.2021
14. This office letter no. PMU/WB/2021/8452, dated: 17.09.2021
15. Your meeting with Principal Secretary, UDHD, GoMP on date 18.09.2021
16. MOM letter no. MPUDC/WB/2021/8614, dated: 23.09.2021

With reference to the subject cited above, a meeting was held on 18.09.2021 which was chaired by Principal Secretary, UDHD, GoMP wherein, some assurances were given regarding improvement in performance of your firm.

The progress was reviewed, it was found that the improvement is either negligible or absent. The comparison of progress in Maheshwar and Narsullaganj (ref. Annexure-1) as on 14.07.2021, 14.09.2021 & 07.10.2021 against the targeted progress required as per work plan as on 07.10.2021 is miles apart. The progress of work in lagging far behind. Resource deployment is also far from satisfactory which can be seen in table below.

P.T.O.

Name of work	Labour	
	Requirement	Avg. Deployed last week
Nasrullaganj	90	16
Maheshwar	90	23

Similarly, no significant improvement can be seen in submission of required document as per schedule/list and deployment of manpower as per agreement. Also, no submission of vetted design and drawing has been made till date, which is required as per contract.

Hence, you are requested to take note of the points above and take corrective measures at the earliest.

Encl: 1) Annexure-1

8.10.2021

(P.C. Jain)
Dy. Project Director (Technical) MPUDCL

No. PMU/WB/2021/ 9198 Bhopal Dated: 8/10/2021

Copy to:

1) Engineer-in-Chief, MPUDCL Bhopal for information please.
2) Project Manager, PIU Bhopal/ Khargone for information and necessary action.
3) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

8/10/2021

Dy. Project Director (Technical) MPUDCL

Annexure-1

1. Nasrullaganj							
S. No.	Component	Total to be done	Progress as on 14.07.2021	Progress as on 14.09.2021	Progress as on 07.10.2021	Required as per work plan as on 07.10.2021	Slippage
1	Design & drawing	100% (166 nos.)	39% (65 Nos.)	47% (78 Nos.)	57% (95 Nos.)	100% (166 Nos.)	43% (71 Nos.)
2	Sewerage Network	46.07 KM	29.18 KM (63.34%)	30.76 KM (66.76%)	30.83 KM (66.92%)	35.39 KM (76.82%)	4.56 KM (9.89%)
3	Hydro testing	100% of the pipe laid	0	0	0	35.39 KM	100%
4	Manholes	1632 no.	983 no. (60.23%)	1029 no. (63.05%)	1035 no. (63.42%)	1222 no. (74.87%)	187 no. (11.46%)
5	House service chamber	1100	746 no. (67.82%)	781 no. (71%)	801 no. (72.82%)	876 no. (79.64%)	75 no. (6.82%)
6	House connection	3107	0	0	0	1143 (36.79%)	1143 (36.79%)
7	Work of STP	1 job	3% (Boundary wall 75 % complete)	3.25% (Admin Building 60% excavated, CCT room 60% excavated, Guard room 10 % excavated Boundary wall 75 % complete)	3.50% (Admin Building 100% excavated, CCT room brick work started, Guard room 10 % excavated Boundary wall 75 % complete)	35.69%	32.19%
8	Work of MPS	1 job	0	0	0	36.80%	36.80%
8	Work of IPS	1 job	0	0	0	36.80%	36.80%

2. Maheshwar							
S. No.	Component	Total to be done	Progress as on 14.07.2021	Progress as on 14.09.2021	Progress as on 07.10.2021	Required as per work plan as on 07.10.2021	Slippage
1	Design & drawing	100% (122 nos.)	8.19% (10 Nos.)	11.47% (14 Nos.)	11.47% (14 Nos.)	100% (122 Nos.)	88.53% (108 Nos.)
2	Sewerage Network	33 KM	10.94 KM (33.15%)	12.84 KM (38.90%)	13.96 KM (42.30%)	19.05 KM (57.73%)	5.09 KM (15.43%)

2. Maheshwar							
S. No.	Component	Total to be done	Progress as on 14.07.2021	Progress as on 14.09.2021	Progress as on 07.10.2021	Required as per work plan as on 07.10.2021	Slippage
3	Hydro testing	100% of the pipe laid	0	0	0 (54m tested which is failed)	19.05 KM	100%
4	Manholes	1444	373 no. (25.83%)	463 no. (32.06%)	477 no. (33.03%)	767 no. (53.12%)	290 no. (20.09%)
5	House service chamber	2400	328 no. (13.67%)	328 no. (13.67%)	328 no. (13.67%)	1090 no. (45.41%)	762 no (31.74%)
6	House connection	4577	0	0	0	1684 (36.79%)	1684 (36.79%)
7	Work of STP	1 job	0	0	0	30%	30%
8	Work of MPS	1 job	0	0	0	30%	30%

8.10.2021
DPDT

Ambedkar Bhawan, MP Nagar, Bhopal -462011 ☎ : +91-755-2763060, 61, 62 Fax : +91-755-2763868 Email. mpuasobpl@gmail.com

21

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit, Bhopal

No. PMU/WB/2021/ 9535 Bhopal Dated: 22/10/2021

To,

M/s. ABENGOA AGUA SA
Bhugan Infracon Pvt Ltd (JV)
506, 5th floor , Opel Height, Tower-B
Hanuman Nagar, Jatkhedi, Bhopal , MP-462027

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of **Maheshwar**Nagar Parishad, District Sehoreof Madhya Pradesh and Operate and Maintain the Built System for 10 Years –***Necessary action from the MD for removing the current project blockage (Maheshwar)***

Ref: 1. LOA no. PMU/WB/2018/2865 dated: 26.06.2018
2. Your letter no. ABEIMA-LOA-MPUDC-PKG04-214, dated: 11.10.2021 (Regarding hydro testing) addressed to Managing Director, MPUDC
3. Your letter no. ABEIMA-LOA-MPUDC-PKG04-221, dated: 20.10.2021 addressed to the undersigned

With reference to your letter at S No. 2 & 3, it is regretted that you have quoted the reference/sections in the contract, wither partially or the lines of your interest only. The following is the correct version:-

S No.	Ref in your letter	Correct version
1.	Contract – Technical Specifications **"Page 296- of the technical specifications of the contract"** Continuity test/Hydraulic testing "Since the entire application pertains to Non pressure gravity flow domain, on field pressure testing of the installed system is not necessary. As per the relevant IS Code, each of the supplied pipes assembly needs to be pressure tested at Manufactures end for ensuring its leakage proof status'	Since the entire application pertains to Non-pressure (Gravity flow) domain, on-field pressure testing of the installed system is not necessary. As per the relevant IS Code, each of the supplied pipe assembly need to be pressure tested at manufacturer's end for ensuring its leakage proof status as per the IS 16098 (Part 2):2013. However, for on-field acceptability, a segment wise continuity test shall be performed by the contractor in the same methodology as depicted in the CPHEEO, MoUD, GoI Manual on Sewerage and Sewage Treatment to the fullest satisfaction of the Owner/ Department/ Authorized Third Party (if any). The contractor shall arrange the water at his own cost for testing and other requirements. Notwithstanding the satisfactory completion of the continuity test, if there is any discernible leakage of water from any pipe or joint, the Contractor shall, at his own cost, replace/repair the pipe or re-make the joint and repeat the hydraulic test again. Hence, contractor has been directed to follow the

		norms as per agreement & CPHHEO Manual.
2.	CPHEEO Manual- "Chapter 3- Design & Construction of Sewers" Testing of Sewer Lines –	This one of the paragraphs complete section is enclosed at As Annexure-1.
	Water Test "For non-pressure pipes, it is better to observe the leakage for a period of 24 hours if feasible. The Test for exfiltration for detection of leakage shall be carried out at a time when the groundwater table is low."	

Trivial statements like " Request of something by field Engineer" are undesirable and absolutely worth flouting. There are clear instructions to carry out the hydro-test of already laid pipes. Since you did not even start the hydro test and neither was any seriousness seen from your side, it is essential for MPUDC to get the compliances done.

As a contractor & a firm of global repute, MPUDC wishes & advises you to schedule parallel activities & make a work program to complete the work in totality within 5-6 months. As far as your bills are concerned, payments in accordance to the provisions of the agreement are being made. Since non-compliance of the agreement conditions is seen on your part, there is no question of any damages which may have caused due to your lack of planning and non-compliances.

Encl: Annexure 1

(Deepak Ratnawat)
Engineer-in-Chief
MPUDCL, Bhopal

No. PMU/WB/2021/ 9536 Bhopal Dated: 22/10/2021

Copy to:

1) Managing Director, MPUDC for information and in compliance to TL no. 896 dated 22-10-2021 please.
2) PM, PIU Khargone, for information and necessary action.
3) Team Leader, PMC, WAPCOS Bhopal for information and necessary action.

Engineer-in-Chief
MPUDCL, Bhopal

1.1. Hydro Testing/Sectional Testing

a) Sewer straightness and obstruction test (Mirror and ball Test)

The straightness can be checked by putting mirror at one end and lamp at the other end. If pipe line is straight, the full circle of light will be observed.

The presence of obstruction can be tested by inserting a small ball at the upper end of the sewer. The dia. of ball shall be 75 mm less in dimension than the internal dimension of the sewer less than the internal dia. of the sewer. During testing if any not specified than follow the agreement or CPHEEO Manual.

b) Sewer Testing for Leakage (Water Test)

Testing of pressure pipes

The field test pressure to be imposed should be not less than the maximum of the following.

(a) 1.5 times the maximum sustained operating pressure.
(b) 1.5 times the maximum pipe line static pressure.
(c) Sum of maximum sustained operating pressure and the maximum surge pressure.
(d) Sum of maximum pipe line static pressure and the maximum surge pressure, subjected to a maximum equal to the work test pressure for any pipe fittings incorporated.

The field test pressure should wherever possible be not less than 2/3 work test pressure appropriate to the class of pipe except in the case of spun iron pipes and should be applied and maintained for atleast four hours. If the visual inspection satisfies that there is no leakage, the test can be passed.

Where the field test pressure is less than 2/3 the work test pressure, the period of test should be increased to atleast 24 hours. The test pressure shall be gradually raised at the rate of 1kg/cm2/min. If the pressure measurement are not made at the lowest point of the section, an allowance should be made for the difference in static head between the lowest point and the point of measurement to ensure that the maximum pressure is not exceed at the lowest point. If a drop in pressure occurs, the quantity of water added in order to re-establish the test pressure should be carefully measured. This should not exceed 0.1 litre per mm of pipe diameter per KM of pipeline per day for each 30 meter head of pressure applied.

Testing of Sewer pipes

Each section of sewer shall be tested for water tightness preferably between manholes. To prevent change in alignment and disturbance after the pipes have been laid, it is desirable to backfill the pipes up to the top, keeping at least 90 cm length of the pipe open at the joints. However, this may not be feasible in the case of pipes of shorter length, such as RCC pipes. With concrete encasement or concrete grade, partial covering of the pipe is not necessary.

In case of concrete pipes with cement mortar joints, pipes shall be tested three days after the cement mortar joints have been made. It is necessary that the pipelines be filled with water for about a week before commencing the application of pressure to allow for the absorption by pipe wall. All type of gravity sewer pipe line shall be tested is below:
The sewers are tested by plugging the ends with a provision for an air outlet pipe with stop-cock in the upper end. The water is filled through a funnel connected at the lower end provided with a plug. After the air has been expelled through the air outlet, the stop-cock is closed and water level in the funnel is raised to 2.5 m above the invert at the upper end. Water level in the funnel is noted after 30 minutes and the quantity of water required to restore the original water level in the funnel is determined. The pipe line under pressure is then inspected while the funnel is still in position. There shall not be any leaks in the pipe or the joints (small sweating on the pipe surface is permitted). Any sewer or part thereof not meeting the test shall be emptied and repaired or re-laid as required and tested again.

The leakage or quantity of water to be supplied to maintain the test pressure during the period of 10 minutes shall not exceed 0.2 litres/mm dia. of pipes per kilometre length per day.

It shall be done as per CPHEEO Manual clause3.61.1 Page 3-103 and as defined in agreement.

Air testing of sewers

Air testing becomes necessary particularly in large diameter pipes when the required quantity of water is not available for testing. As per the ASTM C28-80, vitrified clay pipes testing is specified as applying air pressure to 2.8 m water column and held for 2 to 5 minutes when all plugs are checked and the exact point of leakage can be detected by applying soap solution to all the joints in the line and looking for air bubbles. Thereafter, the air supply is disconnected and the time taken to drop from 2.5 m to 1.7 m water column for every 30 m is noted to be in conformity with Table 3.28. During testing if any not specified than follow the agreement or CPHEEO Manual.

Table 3.28 Minimum test times per 30 m sewer line for air testing

Diameter, mm	minutes	Diameter, mm	minutes	Diameter, mm	minutes
100	0.3	400	2.1	750	4.8
150	0.7	450	2.4	800	5.4
200	1.2	500	3.0	900	6.0
250	1.5	600	3.6	950	6.6
300	1.8	700	4.2	1,070	7.3

. A typical arrangement is shown in Figure 3.52.

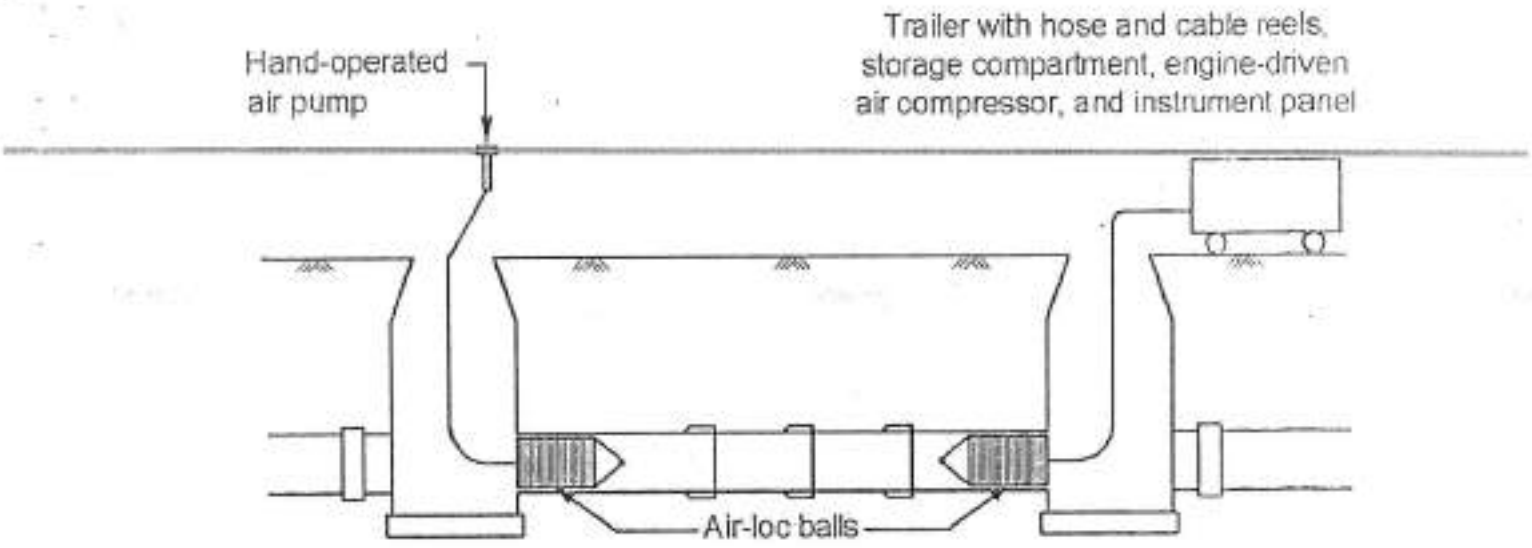


Figure 3.52 Typical arrangement for low pressure air testing of sewer pipeline

1.2. Submit the overall variation worked out as per actual design to have an assessment of overall Variation from the original design build cost as per norms & defined in agreement. The final variation will have a ± fixed standard deviation from the standard bid cost. All variations submitted during design build phase will be dealt with departmental Standard Variation Policy & defined in agreement and shall be cleared based on same by the approval from the Variation approval committee (VAC).

1.3. All running account Bills will be submitted to PM PIU and after review and verification from PM, PIU, these bills will be rechecked by PMC on PMU's behalf and recommended for payment.

1.4. Items before procurement at project site shall be inspected at their production source by an independent TPA as defined in agreement. After submission of TPA's material inspection report requisite material/item may be procured.

1.5. Contractor has a binding for compliance of all provisions of contract agreement in all respect.

22

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No..37.../PMU/WB/2022 **Bhopal, Dated..03../01/2022**

To,
M/s Abengoa Agua SA
M/s Bhugan Infracon Pvt. Ltd. (Joint Venture)
Swastik Disa Business Park,409-411/A,
4th floor,Behind Vadhani Industrial Estate,
LBS Marg, Ghatkopar (West)
Mumbai-400086 (Maharashtra)

Sub: Show Cause Notice for Blacklisting for Maheshwar Sewerage Work due to Slow Progress.

Ref: Notice of Award to M/s Abeinsa Infrastructure Medio Ambiente SA (ABEIMA) - M/s Bhugan Infracon Pvt. Ltd. (Joint Venture) vide PMU/WB/2018/ 2865 Bhopal dated 25/6/2018 (Contract Pkg. WB-04).

Your Joint Venture firm had been awarded contract for package by MPUDC vide reference made above. The status of progress of the contract is as under:

S. NO.	Package No.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Time Elapsed (Days)	Physical Progress	
						30/10/2021	28/12/2021
1.	WB-04	01/10/2018	30/09/2020	31/12/2021 (3rd)	1181	14.5%	16.5%

It is evident that the progress of work of tie contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. Despite repeated instructions, reminders, review meetings and total cooperation extended to you by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations. The review meeting dated 28.12.2021 further strengthens the said inference since you have failed to meet the milestones in the work plan in agreed in November 2021.

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project towns is deprived of access to sanitary facilities due to your sluggish mobilization of resources for expediting the work progress.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Evidently, you are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualities for strict action as per this office letter no. 11240/PMU/MPUDCL dated 17/12/2021 and the terms of the contract executed with this office.

You are hereby required to show cause within 15 days' from the receipt hereof as to why your firm should not be "**Blacklisted**". You are directed to submit your written statement/reply before the undersigned by **21/01/2022**.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date, it will be presumed that you have nothing to say further in this matter in your support, and action as per aforementioned order dated 17/12/2021 may be initiated against you without making any further reference in this regard.

Please acknowledge the receipt of this notice.

3.1.2022

(Prakash Chandra Jain)
Deputy Project Director (T)

No...38.../PMU/WB/2022 **Bhopal, Dated...03.../01/2022**

Copy to:

1. Managing Director, MPUDC for information.
2. Engineer-in-Chief, MPUDCL, Bhopal.
3. Chief Engineer, Planning and Budget (State Registration officer), Office of Engineer-in – Chief, PWD Nirman Bhawan Arera Hills, Bhopal for information.
4. Financial Controller, MPUDCL, Bhopal.
5. Technical Officer,MPUDCL,Bhopal
6. Concerned Project Manager, MPUDCL.
7. Team Leader, PMC-II, Bhopal.

3.1.2022

Deputy Project Director (T)
MPUDC

Amarkantak Bhawan, Press Complex, Zone-1, M.P. Nagar, Bhopal-462004 Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpusinhln@gmail.com

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

Evidently, you are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualities for strict action as per this office letter no. 11240/PMU/MPUDCL dated 17/12/2021 and the terms of the contract executed with this office.

You are hereby required to show cause within 15 days' from the receipt hereof as to why your firm should not be **"Blacklisted"**. You are directed to submit your written statement/reply before the undersigned by **21/01/2022.**

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date, it will be presumed that you have nothing to say further in this matter in your support, and action as per aforementioned order dated 17/12/2021 may be initiated against you without making any further reference in this regard.

Please acknowledge the receipt of this notice.

3-1-2022

(Prakash Chandra Jain)
Deputy Project Director (T)

No...90.../PMU/WB/2022 **Bhopal, Dated 03../01/2022**

Copy to:

1. Managing Director, MPUDC for information.
2. E-in-C, MPUDCL, Bhopal.
3. Chief Engineer, Planning and Budget (State Registration officer), Office of Engineer-in – Chief, PWD Nirman Bhawan Arera Hills, Bhopal for information.
4. Financial Controller, MPUDCL, Bhopal.
5. Technical Officer,MPUDCL,Bhopal
6. Concerned Project Manager, MPUDCL.
7. Team Leader, PMC-II, Bhopal.

3-1-2022

Deputy Project Director (T)
MPUDC

Amarkantak Bhawan, Press Complex, Zone-1, M.P. Nagar, Bhopal-462004 Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpusinhlo@gmail.com

23

AMENDMENT NO. -3

Contract No. WB-04 Dated 01.10.2018

Between

Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at Amarkantak Bhawan, M.P. Nagar Zone -1, Bhopal (hereafter the "Owner")

And

M/s ABENGOA AGUA S.A. {formally known as – M/s Abeinsa Infraestructuras Medio Ambiente, S.A. (ABEIMA)} - M/s Bhugan InfraconPvt. Ltd. (JV), (here after the "**Contractor**")

For

Design And Build Sewage Treatment Plant of Capacity 4.91 MLD and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Maheshwar Nagar Parishad, District Khargone of Madhya Pradesh.

Abengoa Agua SA Authorised Signatory Bhopal

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

WHEREAS on the request of the contractor,, M/s ABENGOA AGUA S.A. - M/s Bhugan Infracon Pvt. Ltd. (JV)and as agreed between the MPUDC (owner) and the contractor M/s ABENGOA AGUA S.A. - M/s Bhugan Infracon Pvt. Ltd. (JV), amendments affecting the following in Contract No. WB04 Dated 01.10.2018 (commencement date 01-10-2018) are agreed hereinafter:

1. Extensions of Time (EOT) due to effect of COVID-19 and slow progress of works.
2. Due to Variation in BOQ items.

WHEREAS the Owner and the contractor agree for variation in said contract for which details are as per below Table-1.

Table -1

1.	a)Original Contract Value	INR 44,83,63,965
	b) Contract Value after second amendment	INR 47,03,94,499
	b) Anticipated increased contract value as of date	INR 48,13,35,299 (448363965 + 32971334)
2.	Amount of increase in contract value anticipated	INR 3,29,71,334
3.	Breakup for the increase in value of original contract due to:	
	a) Price Adjustment on Design-Build Cost	INR 2,20,30,534 (Added in second amendment)
	b) Extra Items	NIL
	c) Variation in Quantities	INR 1,09,40,800 (Amount being added in third amendment)
	d) Contractor Claims i) Arbitration ii) Other reasons	NIL
	e) Exchange Variation	NIL
	Total	INR 3,29,71,334

WHEREAS the owner and the contractor agree to amend the said contract for Extension of Time as per Clause 9.7(4) of GCC, 9.8(4) of GCC and as per clause 2.3.4 (Extension of Time for Completion) of article 2 under General Conditions for a Contract (GCC); price adjustment and Appendix 5 as per Clause 9.7(4) of GCC, 9.8(4) of GCC and clause 20(d) of SCC read with GCC clause 5.1, of agreement for which details are as per column No. 3 of Table-2.

NOW THEREFORE, the parties mutually agree as follows:

1. Wherever in the Original Agreement, M/s Abeinsa Infraestructuras Medio Ambiente, S.A. (ABEIMA) - M/s Bhugan Infracon Pvt. Ltd. (JV) appears such term shall be read as M/s ABENGOA AGUA S.A. - M/s Bhugan Infracon Pvt. Ltd. (JV).
2. Change in date of completion is as per Table-2 below:

Table -2

Description	As per Original Agreement	As per Amendment No.-2	As per Amendment No.-3
1	2	3	4
Date of commencement	01.10.2018	01.10.2018	01.10.2018
Date of completion	30.09.2020	30.12.2021	30.05.2022
Completion period	24 Month	39 Month	44 Month

WHEREAS the contractor M/s ABENGOA AGUA S.A. - M/s Bhugan Infracon Pvt. Ltd. (JV) agrees to accept the amendment No.-3 of the Contract No. WB04 Dated 01.10.2018 as required by Engineer-in-Chief, MPUDC.

Now therefore, the following clauses of Contract No. WB04 Dated 01/10/2018 has been amended to read as follows: -

WHEREAS, after providing Extension of Time under Amendment No. 3, the revised Intended date for completion of mile stone shall be as per revised work programme as under:

Table -3

Description	As per Original Agreement	As per Amendment No.-2	As per Amendment No.-3
1	2	3	4
Survey and design work	3 months from commencement	25 months from commencement	Completed
Network laying including procurement of pipes	16 months starting from 4th month	18 months starting from 15th month	To be completed by 28-02-2022
Procurement of plant & equipment, Construction of STP and IPS	12 months starting from 7th month	12 months starting from 21th month	
Identification of location and installation of the flushing tanks	during network laying	during network laying	
Restoration of roads etc.	17 months starting from 4th month	18 months starting from 15th month	
Trial and run of the scheme	Month No. 22 to 24	Month No. 37 to 39	Month No. 42 to 44

WHEREAS, the owner reserves the right to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the Design Build Stage

The above amendments are signed on 27th day of January 2022.

All other terms and conditions of the original Contract Agreement shall remain unchanged and are applicable.

For and on behalf of Contractor

Abengoa Agua SA Authorised Signatory Bhopal

(Authorized Representative)
M/s ABENGOA AGUA S.A. –
M/s Bhugan Infracon Pvt. Ltd. (JV)

For and on behalf of MPUDC,

Engineer-in-Chief MPUDC Govt. of M.P.

Engineer-in-Chief, MPUDC,

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Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. MPUDC/PMU/2022/ 4706 **Bhopal Dated:** 27/5/22

To,
Project Manager
Project Implementation Unit
Khargone.

IMPORTANT TIME LIMIT within 3 days

Subject: Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection & Conveyance System, Sewage Treatement & Disposal System of Maheshwar Nagar Parishad, District khargone of Madhya Pradesh and Operate and Maintain the Built system for 10 Years. - **-Regarding Extension of Time (EOT) for completion of project.**

Ref: - 1) LOA No. PMU/WB 2018/2865 dated. 25.06.2018.
2) M/s ABEIMA-LOA-MPUDC-PKG05-332,Dated: 25.05.2022.

With reference to subject cited above, Contractor has requested for Extension of Time & submitted documents.

You are hereby instructed to check & verify all submitted documents including Work plan, quantum of all balance work & actual time required to complete the work, also submit Hindrance register & forward with recommendation to PMU for further necessary action by this office.

27.5.2022
(P.C. Jain)
Dy. Project Director (T)
MPUDC, Bhopal

No. MPUDC/PMU/2022/ 4707 **Bhopal Dated:** 27/5/22

Copy to:
1. Team Leader PMC, MPUDP, for information.
2. Project Manager, M/s AbengoaAgua, S.A. M/s BhuganInfracon Pvt. Ltd. (JV) for information.

27.5.2022
Dy. Project Director (T)
MPUDC, Bhopal

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AMENDMENT NO – 04

Contract No. MPUDP/WB-04 Dated 01.10.2018

Between

Managing Director, Madhya Pradesh Urban Development CompanyLimited, Madhya Pradesh,

a company incorporated under the laws of India and

having its principal place of business at Amarkantak Bhavan, M.P. Nagar Zone-1, Bhopal (hereafter the "Owner")

And

M/s ABENGOA AGUA SA {formally known as - M/s Abeinsa Infrastructureas Medio Ambiente, SA(ABEIMA)}-M/s Bhugan Infracon Pvt. Ltd.(JV),

(here after the "Contractor")

For

[(I) DESIGN AND BUILD SEWAGE TREATMENT PLANT OF CAPACITY4.91 MLD AND ALL APPURTENANT STRUCTURES, PUMPING STATIONAND ALLIED WORKS (II) SURVEY, REVIEW THE DESIGN, REDESIGNWHERE NECESSARY AND BUILD NEW SEWERAGE NETWORKINCLUDING SMALL BORE SOLID FREE SYSTEM AND SEPTAGEMANAGEMENT (III) OPERATION AND MAINTENANCE OF SEWAGETREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGENETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGEMANAGEMENT FOR A PERIOD OF 10 YEARS OF MAHESHWAR NAGARPARISHAD, DISTRICT KHARGONE OF MADHYA PRADESH]

Abengoa Aqua SA
Authorised Signatory

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

WHEREAS on the request of the contractor, **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV)** & as agreed between the MPUDC (owner) & the contractor **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV**, amendments affecting the following in **Contract Package-4** Dated 01/10/2018.

WHEREAS the Owner & the contractor agree to amend the said contract for Extension of Time Only without causing change in cost (cost as in amendment no. 03) for which detail are as per column no. 05 of Table-1.

NOW THEREFORE, the parties mutually agree as follows:

1. Change in date of completion is as per below Table-1

Table-1

Description	As per Original Agreement	As per Amendment No.-1	As per Amendment No.-2	Proposed As per Amendment No.-3
1	2	3	4	5
Date of commencement	**01.10.2018**	**01.10.2018**	**01.10.2018**	**01.10.2018**
Date of completion	**30.09.2020**	**30.12.2021**	**30.05.2022**	**31.12.2022**
Completion period	**730 Days**	**1186 Days**	**1337 Days**	**1552 Days**
Date of start for O & M period	**01.10.2020**	**31.12.2021**	**31.05.2022**	**01.01.2023**
Date of completion for O & M period	**30.09.2030**	**30.12.2031**	**30.05.2032**	**31.12.2032**
Completion period for O & M period	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**

Abengoa Agua S.A. Authorised Signatory

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

WHEREAS, after providing Extension of Time under Amendment No. 03 the revised Intended date for completion of mile stone shall be as per revised work program as under:

Table-2

Description	As per Original Agreement	Milestone as per Amendment No.1	Milestone as per Amendment No.2	Milestone as per Amendment No.3
1	2	3	4	5
Survey & Design work	3month from commencement	25 month from commencement	Complete	Complete
Network laying including procurement of pipes	16 months starting from 4th month	18 months starting from 13th month	To be completed by 28/02/2022	To be completed by 30/09/2022
Procurement of plant & equipment, Construction of STP & SPS	12 months starting from 7th month	12 months starting from 13th month		
Identification of location & installation of the flushing tanks.	During network laying	During network laying		
Restoration of road etc.	17 months starting from 4th month	18 months starting from 15th month		
Trial & run of scheme	Month no 22 to 24	Month no 37 to 39	90 days starting from 01.03.2022	90 days starting from 01.10.2022

WHEREAS, the owner reserves the right to imposed liquidated damages on non achievement of mile stone as per Clause GC 2.3.6(2) read together with Clause 15 & 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone & finalized on completion of the Design Build Stage.

The above amendments are signed on 25th day of August,2022.

All other terms & condition of the original Contractor Agreement shall remain unchanged & are applicable.

Tungoa Aqua SAE
Authorised Signatory

For and behalf of Contractor

For and behalf of MPUDC

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: khhatnagar@mpurban.gov.in, dypdtech@gmail.com

No. 8590 PMU/WB/2022 Bhopal Dated 7/10/2022

Minutes of Contract Blacklisting Hearing and Review Meeting held on 24.09.2022 for Nasrullaganj and Maheshwar Sewerage project.

Virtual and off line final hearing for Blacklisting & slow progress of Nasurllaganj and Maheswar Sewearge Projects which are being implemented under the MPUDP (World Bank funded) was held on 24.09.2022 at 12.00 AM under the Chairmanship of Enginner-in-Chief, MPUDC. List of attendees is enclosed at Annexure.I

Nasrullaganj Sewer Project

1. Details about the progress of the project works was presented by the TL PMC and told that at present physical & financial progress is 54% and 41% and as per given program in Nov.2021 it should be 100% & 74%, and with this speed Project cannot be completed in given time. It was also told that still drawing and design & overall documents etc. have not been submitted completely.
2. Engineer-in-Chief expressed displeasure over the progress & told the progress of work is not up to the mark despite continuous follow-up action at the apex level. He expressed concern over the poor progress of sewerage treatment plant, MPS & IPS and sewerage network which M/s Abengoa Agua Sa official was committed to complete up to 15 Oct. 2022 in previous review meetings.
3. Deputy Project Director (T) asserted that till date only 46 no. design and drawings is submitted out of 108 no. and said to contractor that you are required to submit the balance design and drawings within 15 days otherwise action will take against you.
4. DPD (T) also asserted that in order to complete the remaining pipe laying work at highway site & IPS to MPS line, you need to deploy more manpower and work at 4 to 5 sites parallel. E-in-C also expressed displeasure over the progress of pipe laying and instruct the contractor to deploy required manpower and complete the work within 1 month.
5. Engineer-in-Chief asserted that in order to complete overall project with in give time, need proper micro-planning and instruct the contractor to submit micro-planning within a week. Contractor representative's Mr. Anuj balan assured that they will submit the micro-planning within 1 week.
6. HSC work progress is only 57.36% (including chamber & Connection line) and DPD(T) ask the contractor final date for completion of 100 % connection and contractor assured that the HSC work will be complete by 30th Nov.2022.
7. The contractor committed that he will deploy extra team for STP, MPS and sewer network also and committed to complete overall work up to 31st Dec. 2022.
8. DPD(T) had narrated that if contractor does not fulfil the commitment then the action of blacklisting against contractor shall be initiated.
9. DPD (T) also asserted that in order to complete that work up to 31st Dec 2022 contractor shall have to give Rs 5.0cr financial target per month. DPD (T) also asserted that submit Septage Management Plan and all design and drawings including vetted by within 15 days. And also told that revision as per discussion made on dated 3rd & 7th –Sep-2022 as committed by contractor to do up to 12th Sep-22 but not done. Should be done up to 30th Sep -2022.
10. Mr Anuj balan told that in order to put up proper conveyance a road construction for nearest highway road to STP is required which is not included in agreement & shall be extra. It was directed to Mr. Anuj balan to submit proposal with proper justification, survey, drawing, design & estimate with variation & proper recommendation of project manager PIU Bhopal.

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: khhannagar@mpurban.gov.in, dypdtech@gmail.com

Maheshwar Sewer Project

1. Details about the progress of the project works was presented by the TL PMC and informed that at present physical & financial progress is 42% and 16% respectively and as per given program in Nov.2021 it should be 100% & 44% and with this speed Project cannot be completed in given time. It was also told that still overall drawing and design and vendor GA, QAP have not been submitted completely.
2. Deputy Project Director (T) asserted that till date only 42 no. The design and drawings are presented out of number 108 and told the contractor that you are required submit the balance design drawing within 15 days and then it was committed by the contractor that all the drawing designs would be submitted by 15th October.
3. Engineer-in-Chief asserted that in order to complete overall project with in give time, need proper micro-planning and instruct the contractor to submit micro-planning within a week. Contractor representative's Mr. Anuj balan assured that they will submit the micro-planning within 1 week.
4. Contractor has assured that he is trying to complete the work in time but the rain has disturbed the work due to which the program do not meet.
5. DPD(T) had narrated that if contractor does not fulfil the commitment then the action of blacklisting against contractor shall be initiated.
6. DPD(T) asserted that in order to complete work in new committed time i.e., Dec 2022 contractor shall have to complete the financial target of about 7cr. per month and also have to submit if any negative variation is there he also told that still revision as per discussion made on dated 3 or 7th Sept. 2022 as committed by contractor to do up to 12th Sep 22 but not done, should be submitted up to 30th sep.2022. It was also told by DPDT to comply all the direction given during last August & September visit within a week.

(P.C Jain)
Dy Project Director (T)
MPUDC, Bhopal

3591
Dt: 7/10/2022

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager, PIU Khargone, Bhopal, MPUDC for information and necessary action.
3. Team Leader, PMC for MPUDP, Bhopal for information.
4. Mr. – Coo, M/s ABENGOA AGUA SA, Spain for information & to give necessary instruction to all concerned officials to comply all points & complete work in time.
5. M/s ABENGOA AGUA SA, Unit 305, 3 rd Floor, Building 5, Sector – 3, Millennium Business Park, Mehape, Navi Mumbai – 400 701, Maharashtra, India / Bhopal for information & compliance.

Dy Project Director (T)
MPUDC, Bhopal

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com

Minutes of Contract Blacklisting Hearing and Review Meeting held on 24.09.2022
Venue: Virtual Meeting from the MPUDC Conference Hall, GoMP,
Subject: - Review of Blacklisting Hearing & progress report for Nasrullaganj and Maheshwar Sewerage project.

List of Participant (Annexure-I)

S. No.	Name	Designation & Organization
1.	Mr. Deepak Ratnawat	Engineer – in – Chief ,PMU, PMUDC, Bhopal
2.	Mr. P. C. Jain	Deputy Project Director (Technical), MPUDC
3.	Mr. K.Bhatnagar	Technical Officer, PMU, PMUDC, Bhopal
4.	Mr. Sanjay Pandey	Assistant Project Officer, MPUDC Bhopal
5.	Mr. Raghavendra singh	Assistant Project Manager, PIU, MPUDC, Bhopal
6.	Mr. R.K Solanki	Project Manager, PIU, MPUDC, Khagone
7.	Mr.K.K Shrivastav	Team Leader, MPUDC Bhopal
8.	Mr. Ajay Pandviya	Municipal Engineer, PMC-II, MPUDC Bhopal
9.	Mr. Vijay Nandkar	Municipal Engineer, PMC-II, MPUDC Bhopal
10.	Mr. R.J Shrivastav	Electrical Engineer, PMC-II, MPUDC Bhopal
11.	Mr. Kapil Mewada	Water & Sanitation Engineer, MPUDC Bhopal
13.	Mr. Farooq Ahmed	MIS Expert, MPUDC Bhopal
13.	Mr. Anuj Balan	M/s ABENGOA AGUA SA

Dy Project Director (T)
MPUDC, Bhopal

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AMENDMENT NO – 05

Contract No. MPUDP/04 Dated 24.08.2022

Between

Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,

a company incorporated under the laws of India and

having its principal place of business at Amarkantak Bhavan, M.P. Nagar Zone-I, Bhopal

(hereafter the "Owner")

And

M/s ABENGOA AGUA SA {formally known as - M/s Abeinsa Infrastructureas Medio Ambiente, SA(ABEIMA)}-M/s Bhugan Infracon Pvt. Ltd.(JV),

(here after the "Contractor")

For

[(I) DESIGN AND BUILD SEWAGE TREATMENT PLANT OF CAPACITY4.91 MLD AND ALL APPURTENANT STRUCTURES, PUMPING STATION AND ALLIED WORKS (II) SURVEY, REVIEW THE DESIGN, REDESIGN WHERE NECESSARY AND BUILD NEW SEWERAGE NETWORK INCLUDING SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT (III) OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF MAHESHWAR NAGAR PARISHAD, DISTRICT KHARGONE OF MADHYA PRADESH]

Abengoa Aqua SA
Authorised Signatory

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

WHEREAS on the request of the contractor, **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV)** & as agreed between the MPUDC (owner) & the contractor **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV**, amendments affecting the following in **Contract Package-4** Dated 01/10/2018.

WHEREAS the Owner & the contractor agree to amend the said contract for Extension of Time Only without causing change in cost (cost as in amendment no. 03) for which detail are as per column no. 06 of Table-1.

NOW THEREFORE, the parties mutually agree as follows:

1. Change in date of completion is as per below Table-1

Table-1

Description	As per Original Agreement	As per Amendment No.-2	As per Amendment No.-3	As per Amendment No.-4	As per Amendment No.-5
1	2	3	4	5	6
Date of commencement	**01.10.2018**	**01.10.2018**	**01.10.2018**	**01.10.2018**	**01.10.2018**
Date of completion	**30.09.2020**	**30.12.2021**	**30.05.2022**	**31.12.2022**	**30.06.2023**
Completion period	**730days**	**1186days**	**1337days**	**1552days**	**1733days**
Date of start for O & M period	**01.10.2020**	**31.12.2021**	**31.05.2022**	**01.01.2023**	**01.07.2023**
Date of completion for O & M period	**30.09.2030**	**30.12.2031**	**30.05.2032**	**31.12.2032**	**30.06.2033**
Completion period for O & M period	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**

WHEREAS, after providing Extension of Time under Amendment No. 05 the revised Intended date for completion of mile stone shall be as per revised work program Milestone as under:

Table-2

Description	As per Original Agreement	As per Amendment No.1	As per Amendment No.4	As per Amendment No.5
1	2	3	5	6
Survey & Design work	3month from commencement	12 months from commencement	No change	Completed
Network laying including procurement of pipes	27 months starting from 4th month	33 months starting from 13th month		

Abengoa Agua S.A. (Authorised Signatory)

(Deputy Chief Engineer) Engineer-in-Chief MPUDC, Bhopal Govt. of M. P.

Description	As per Original Agreement	As per Amendment No.1	As per Amendment No.4	As per Amendment No.5
1	2	3	5	6
Construction of SPS & laying of DI pumping main	15 months starting from 4th month	15 months starting from 25th month	To be completed by 30/09/2022	To be completed by 31/03/2023
Procurement of plant & equipment, Construction of STP & SPS	24 months starting from 7th month	33 months starting from 13th month		
Identification of location & installation of the flushing tanks.	During network laying	During network laying		
Restoration of road etc.	29 months starting from 4th month	33 months starting from 13th month		
Trial & run of scheme	Month no 34 to 36	Month no 47 to 49	90 days starting from 01.10.2022	90 days starting from 01.04.2023

WHEREAS, the owner reserves the right to imposed liquidated damages on non-achievement of mile stone as per Clause GC 2.3.6(2) read together with Clause 15 & 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone & finalized on completion of the Design Build Stage.

The above amendments are signed on 05th day of January,2023.

All other terms & condition of the original Contractor Agreement shall remain unchanged & are applicable.

Abengoa Aqua S.A. Authorised Signatory

For and behalf of Contractor

For and behalf of MPUDC

(Deepak [illegible])
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

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Madhya Pradesh Urban Development Co. Ltd.
(UrbanDevelopment&HousingDepartment,GovernmentofMadhya Pradesh)
2ndFloorAmarkantakBhawan,PressComplex,Zone1,M.P.Nagar,Bhopal,MadhyaPradesh,IndiaTel:+9
1-755-2763062,Email:dypdtech@gmail.com

No.PMU/WB/2023/ 864 Bhopal Dated: 3/2/2023

To

M/s Abengoa Agua SA
M/s Bhugan Infracon Pvt. Ltd. (Joint Venture)
Swastik Disa Business Park, 409-411/A,
4th floor, Behind VadhaniIndstrial Estate,
LBS Marg, Ghatkopar (West)
Mumbai-400086 (Maharashtra)

Abengoa Agua SA
C/Energia Soar No-1
Palmas Altas
41014 Sevilla (Espana)
E-Mail :angel.alday@abeneweo.com/carlos.melales@abengoa.com/aunj.balan@abengoa.com

Kind Attention: Mr. Alday Angel, COO

Sub: -Show Cause Notice for Blacklisting for Maheshwar Sewerage Work due to Slow Progress.

Ref: - 1. Notice of Award to M/s Abeinsa Infrastructure Medio Ambiente SA (ABEIMA)M/s Bhugan Infracon Pvt. Ltd. (Joint Venture) vide PMU/WB/2018/2865 Bhopal dated 25/06/2018 (Contract Pkg. WB-04)

2. Deputy Project Director (Technical), MPUDC, Bhopal Letter No.37/PMC/WB/2022, Bhopal, Dated 03-01-2022. (Show Cause Notice for Blacklisting).
3. Hearing on Blacklisting done on date 14.03.2022, MOM issued by letter no. 2515/MPUDC/PMU/2022 Bhopal dated 21.03.2022.
4. Hearing on Blacklisting done on date 24.09.2022 MOM issued by letter no 3590/MPUDC/PMU/2022 Bhopal dated 07.10.2022.
5. Managing Director reviewed meeting dated 10.01.2023, informed by letter no MPUDC/WB/2023/438 Bhopal dated 17.01.2023.
6. Engineer in Chief, MPUDC, Bhopal, Letter No. PMU/WB/2023/442, Bhopal, Dated 17-01-2023.

Your Joint Venture firm had been awarded contract for package by MPUCD vide reference made above. The status of progress of the contract is as under:

S No.	Package No.	Date of commencement	Scheduled Date of Completion	Extend Date of Completion	Time Elapsed (Days)	Progress up to Date 3.01.2022		Progress up to Date 31.01.23	
						PHY	FY	PHY	FY
1.	WB-04	01.10.2018	30.09.2020	31/12/2022 (3rd)	1571	16.5 %	5%	47%	24%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. Despite repeated instructions, reminders, review meetings and total cooperation extended to you by MPUDC officials, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not

Madhya Pradesh Urban Development Co. Ltd.
(UrbanDevelopment&HousingDepartment,GovernmentofMadhya Pradesh)
2nd FloorAmarkantakBhawan,PressComplex,Zone1,M.P.Nagar,Bhopal,MadhyaPradesh,IndiaTel:+9
1-755-2763962,Email:dypdtech@gmail.com

fulfilling the contractual obligations.

Earlier a Show Cause notice was issued to you vide this office letter dated 03-01-2022 under reference (2) and consequently a hearing was held on 14.03.2022 wherein you had assured to complete the work up to 30.12.2022. On your assurance to complete the work, second time extension upto 30.05.2022 and third time extension up to 31.12.2022 was given to you. However during this extended period you the progress of work is only 30.5%.

Recently the review meeting held dated 10-01-2023 under Chairmanship of the Managing Director, MPUDC, where you have been instructed to expedite the progress of work but till date there is no appreciable improvement in work from your side and at site all the work has been stopped completely from 27th Nov. 2023.

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project town is deprived of access to sanitary facilities due to your sluggish mobilization of resource for expediting the work progress.

Evidently, you are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualifies for strict action as per direction issued by the Managing Director MPUDC, Bhopal vide this office letter no. 11240/PMU/MPUDCL dated 17/12/2021.

Hence you are hereby required to show cause within 7 days from the receipt hereof as to why your firm should not be **"Blacklisted"**. You are directed to submit your written statement/reply before the undersigned by **11/02/2022.**

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date, it will be presumed that you have nothing to say further in this matter in your support, and action as per aforementioned order dated 17/12/2021 and under GCC Section 11.2.1(1) may be initiated against you without making any further reference in this regard.

Please acknowledge the receipt of this notice.

03.02.2023

(Prakash Chandra Jain)
Dy. Project Director (T)
MPUDC, Bhopal

No. PMU/WB/2023 865

Bhopal Dated: 3/2/2023

Copy to:

1. Managing Director, MPUDC for information please.
2. Additional Managing Director, MPUDC for information please.
3. E-in-C, MPUDCL, Bhopal for information please.
4. Financial Controller, MPUDCL, Bhopal for information
5. Technical Office, MPUDC, Bhopal for information.
6. Concerned Project Manager, MPUDCL for information.
7. Team Leader, PMC-II, Bhopal for information.

03-02-2023

Deputy Project Director(T)
MPUDC, Bhopal

29

AMENDMENT NO – 06

Contract No. MPUDP/04 Dated 24.08.2018

Between

Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,

a company incorporated under the laws of India and

having its principal place of business at Amarkantak Bhavan, M.P. Nagar Zone-1, Bhopal

(hereafter the "Owner")

And

M/s ABENGOA AGUA SA {formally known as - M/s Abeinsa Infrastructureas Medio Ambiente, SA(ABEIMA)}-M/s Bhugan Infracon Pvt. Ltd.(JV),

(here after the "Contractor")

For

[(I) DESIGN AND BUILD SEWAGE TREATMENT PLANT OF CAPACITY4.91 MLD AND ALL APPURTENANT STRUCTURES, PUMPING STATION AND ALLIED WORKS (II) SURVEY, REVIEW THE DESIGN, REDESIGN WHERE NECESSARY AND BUILD NEW SEWERAGE NETWORK INCLUDING SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT (III) OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF MAHESHWAR NAGAR PARISHAD, DISTRICT KHARGONE OF MADHYA PRADESH]

Abengoa Agua SA
Authorized Signatory

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

WHEREAS on the request of the contractor, **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV)** & as agreed between the MPUDC (owner) & the contractor **M/s ABENGOA AGUA SA-M/s Bhugan Infracon Pvt. Ltd.(JV**, amendments affecting the following in **Contract Package-4** Dated 01/10/2018.

WHEREAS the Owner & the contractor agree to amend the said contract for Extension of Time Only without causing change in cost (cost as in amendment no. 03) for which detail are as per column no. 06 of Table-1.

NOW THEREFORE, the parties mutually agree as follows:

1. Change in date of completion is as per below Table-1

Table-1

Description	As per Original Agreement	As per Amendment No.-3	As per Amendment No.-4	As per Amendment No.-5	As per Amendment No.-6
1	2	3	4	5	6
Date of commencement	**01.10.2018**	**01.10.2018**	**01.10.2018**	**01.10.2018**	**01.10.2018**
Date of completion	**30.09.2020**	**30.05.2022**	**31.12.2022**	**30.06.2023**	**31.12.2023**
Completion period	**730days**	**1337days**	**1552days**	**1733days**	**1917days**
Date of start for O & M period	**01.10.2020**	**31.05.2022**	**01.01.2023**	**01.07.2023**	**01.01.2024**
Date of completion for O & M period	**30.09.2030**	**30.05.2032**	**31.12.2032**	**30.06.2033**	**01.01.2034**
Completion period for O & M period	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**	**3650days (10 years)**

WHEREAS, after providing Extension of Time under Amendment No. 06 the revised Intended date for completion of mile stone shall be as per revised work program Milestone as under:

Table-2

Description	As per Original Agreement	As per Amendment No.1	As per Amendment No.5	As per Amendment No.6
1	2	3	4	5
Survey & Design work	3month from commencement	12 months from commencement	No change	Completed
Network laying including procurement of pipes	27 months starting from 4th month	33 months starting from 13th month		
Construction of SPS & laying of DI pumping main	15 months starting from 4th month	15 months starting from 25th month		

(Deepak Nanoria)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

Description	As per Original Agreement	As per Amendment No.1	As per Amendment No.5	As per Amendment No.6
1	2	3	4	5
Procurement of plant & equipment, Construction of STP & SPS	24 months starting from 7th month	33 months starting from 13th month	To be completed by 31/03/2023	To be completed by 30/09/2023
Identification of location & installation of the flushing tanks.	During network laying	During network laying		
Restoration of road etc.	29 months starting from 4th month	33 months starting from 13th month		
Trial & run of scheme	Month no 34 to 36	Month no 47 to 49	90 days starting from 01.04.2023	90 days starting from 01.10.2023

WHEREAS, the owner reserves the right to imposed liquidated damages on non-achievement of mile stone as per Clause GC 2.3.6(2) read together with Clause 15 & 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone & finalized on completion of the Design Build Stage.

The above amendments are signed on 14th day of September ,2023.

All other terms & condition of the original Contractor Agreement shall remain unchanged & are applicable.

For and behalf of Contractor

Abengoa Agua SA
Authorized Signatory

For and behalf of MPUDC

(Deepak Ratnawat)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M. P.

Images of Maheshwar





Construction of Sewerage Project at Maheshwar

For construction of sewerage Project at Maheshwar, MPUDC had called tender & allotted to M/s Abengoa Agua SA, Espania, joint Venture with M/s Bhugan infracon Pvt. Limited, Ahmedabad on dated 25.06.2018 and agreement was executed on 01.10.2018. Twenty four months (i.e. up to 30.09.2020) time was given to complete the work. Due to very slow progress of work in spite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress.

Following are the status of progress the work as on date 24th September 2023.

S.No.	Components	Total Qty	Up to Date Progress
1	Sewerage Network	32.933 Km	20.29 Km
2	House Service connections	4577 Nos	3030 Nos
3	Road Restoration	32.933 Km	28.416 Km
4	STP (4.2 MLD)	1 Job	15% (Civil work)
5	MPS	1 Job	15% (Civil work)
Overall all Physical Progress			47 %
Overall all Financial progress			21 %

Reason for delay in completion of work is mainly due to slow progress of contractor due to various issue relating to site of MPS and also due to recently continuous rain and high flood level at MPS site. Expected time to complete this project is 31-03-2024.

Municipal Engineer
PMC-II MPUDP
Bhopal

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL


Barwani project

Construction of Sewerage Project at Barwani

For construction of sewerage Project at Barwani, MPUDC had called tender & allotted to M/s Tahal Consulting Engineers Ltd., Israel on dated 07.09.2018 and agreement was executed on 29.09.2018. Twenty four months (i.e. upto 28.09.2020) time was given to complete the work. Apart from this, this First Amendment Project has been extended till 28.09.2021 and in Second Amendment Project again has been extended till 28.09.2022. Due to very slow progress of work inspite of many reminders, cooperation from MPUDC, contractor was not achieved committed progress. Therefore the contract was terminated on dated 11.07.2022. New Tendering process was again initiated and work was allotted to M/s R&B infra project PVT LTD and SRCC (JV), Gujrat on dated 03.08.2023 and agreement was executed on 15.09.2023. Time has given of 21 months (i.e. upto 27.06.2025) to complete the work.

Following are the status of progress the work at the time of termination of contract and present upto date progress of work.

S.No	Components	Total Qty	Progress on Termination Date	Upto Date Progress
1	Sewerage Network	129 Km	39.36 Km	0 Km
2	House Service connections	10000 no's	0	0
3	Road Restoration	39.36 Km	2.61 Km	0 Km
4	STP (9 MLD)	1 Job	70% (Civil work)	0% (Civil work)
5	IPS-1	1 Job	80% (Civil work)	0% (Civil work)
6	IPS-2	1 Job	0% (Civil work)	0% (Civil work)
Overall all Physical Progress			19.67%	0%
Overall all Financial Progress			10.22%	0%

The reason for the delay in the completion of work is mainly due to the very slow progress of the original contractor which was terminated on 11.07.2022 and the new Contractor M/s R&B infra project PVT LTD and SRCC (JV) signed the contract agreement on dated 15.09.2023. The expected time to complete this project is 27.06.2025.

Mark Whippey
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

Barwani Sewerage Project at Barwani

Sr. no	Date	Details of actions taken for the work
1	2	3
1	07.09.2018	The work of Barwani Sewerage Project was awarded to M/s Tahal Consulting Engineers Ltd., Israel, vide LOA No. PMU/KfW/2018/4829 Bhopal dated 07.09.2018. Time allowed for complete the work is Twenty four months from the date of signing the contract agreement. [Annexure-1]
2	29.09.2018	Contract agreement was signed on 29.09.2018. Hence time allowed to complete the work upto 28.09.2020 [Annexure-2]
3	21.12.2021	Second Amendment Project again has been extended till 28.09.2022 [Annexure-3]
4	17.03.2020	Letter was written to contractor regarding slow progress and poor quality of work vide letter no. PMU/KfW/2020/2324 Bhopal dated 17.03.2020 [Annexure-4]
5	17.03.2020	Letter was written to contractor regarding very slow progress of work vide letter no. PMU/KfW/2020/2324 Bhopal dated 17.03.2020 [Annexure-5]
6	04.10.2021	Letter was written to contractor regarding Non Achievement of physical and financial targets due to slow progress vide letter no. PMU/KfW/2021/9024 Bhopal dated 04.10.2021 [Annexure-6]
7	26.10.2021	Letter was written to contractor regarding Hydro testing of pipeline vide letter no. PMU/KfW/2021/9622 Bhopal dated 26.10.2021 [Annexure-7]
8	30.06.2021	Minutes of Meeting – Review meeting under the chairmanship of DPD (T) MPUDC letter no. MPUDC/KfW/PMU/392 Bhopal dated 17.01.2022 [Annexure-8]
9	03.01.2022	Minutes of Meeting – Letter was written to contractor regarding slow progress of work letter no. MPUDC/PMU/2022/480 Bhopal dated 19.01.2022 [Annexure-9]
10	24.01.2022	Show Cause Notice for Blacklisting due to slow progress vide letter no. PMU/KfW/2022/686, Bhopal dated 24.01.2022 [Annexure-10]
11	08.03.2022	Minutes of Meeting – Hearing dated 14.03.2022 of M/S Tahal Consulting Engineers Pvt Ltd. against the notice of blacklisted letter no. MPUDC/PMU/2154 Bhopal dated 28.03.2022 [Annexure-11]
12	04.05.2022	Letter was written to contractor regarding Slippage in financial progress against required target vide letter no. MPUDC/PMU/3868 Bhopal dated 04.05.2022 [Annexure-12]
13	01.06.2022	Letter was written to contractor regarding inception note of site visit vide letter no. MPUDC/PMU/4843 Bhopal dated 01.06.2022 [Annexure-13]

Barwani Sewerage Project at Barwani

14	10.05.2022	Letter was written to contractor regarding MOM held on 14.03.2022 vide letter no. PMU/KfW/2022/4105 Bhopal dated 10.05.2022 [Annexure-14]
15	31.05.2022	Letter was written to contractor by ENC-MPUDC regarding Slippage of target vide letter no. PMU/KfW/2022/4771 Bhopal dated 31.05.2022 [Annexure-15]
16	11.05.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/4164 Bhopal dated 11.05.2022 [Annexure-16]
17	11.05.2022	Letter was written to contractor by ENC-MPUDC regarding the Manhole rate/ measurement issue vide letter no. PMU/KfW/2022/4169 Bhopal dated 11.05.2022 [Annexure-17]
18	05.07.2022	Letter was written to contractor by ENC-MPUDC regarding the Response to termination of contract vide letter no. PMU/KfW/2022/5993 Bhopal dated 05.07.2022 [Annexure-18]
19	11.07.2022	Letter was written to contractor by ENC-MPUDC regarding the termination of contract vide letter no. PMU/KfW/2022/6158 Bhopal dated 11.07.2022 [Annexure-19]
20		Present Status of work [Annexure-20]
21		Recent Photographs of the works [Annexure-21]
22	22.09.2023	The Balance work of Barwani Sewerage Project was awarded to the new contractor M/s R&B Infra Project Ltd JV M/S Shri Ram Construction Company, vide LOA No. PMU/KfW/2023/8029 Bhopal dated 22.09.2023. Time allowed for complete the work is twenty one months from the date of signing the contract agreement. [Annexure-22]

Mark Whippey
Team Leader
PMC-MPUSEP
GITEC IGIP India Pvt. Ltd.

LOA- 29/09/2018

Madhya Pradesh Urban Development Co. Limited

(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank 8, Arera Hills Bhopal
Tel: +91-755-2762825, 2763060 Email: einc@mpudc.co.in, kbhatnagar@mpurban.gov.in,
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2018/ 4829 Bhopal Dated: 29th September 2018

To,

M/s Tahal Consulting Engineers Limited
Plot No. 34, Phase 2
2nd Floor, Sector 44, Gurgaon (Gurugram)
Haryana-122003, India
Email- sumita@tahal.com, pradeepp@tahal.com
Kind Attention: Mr. Sumit Arora, CEO/ Mr Pradeep Pandey

Subject: Notice of Commencement - MPUSEP - Package 2- Barwani Sewerage Project

Ref: (1) Notification of award of contract issued vide letter no. PMU/KfW/2018/4363 dated 07-09-2018
(2) Agreement dated 29-09-2018

We are pleased to notify that the agreement for the Package no 2 under The KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP) - Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and Maintain the Built System for 10 Years (note the contract formed will now be referred to as **"MPUSEP - Package 2- Barwani Sewerage Project"**) - has been signed.

You are directed to mobilize your team and commence the work on site immediately

RKV

(R.K. Vyas)
Engineer-in-Chief

No. PMU/KfW/2018/4830 Bhopal Dated: 29th September 2018

Copy to:

1. PA to Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information
2. Collector, Barwani District, Barwani
3. Financial Controller, MPUDC, Bhopal for information and record
4. Project Manager, Project Implementation Unit, MPUDC, Indore for information and further action.
5. Chief Municipal Officer, Nagar Palika Parishad, Barwani, District Barwani for information
6. Team Leader, Project Management Consultant, MPUSEP, Bhopal for information

RKV

Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

work schedule.

MADHYA PRADESH URBAN DEVELOPMENT CO. LTD.

TAHAL GROUP

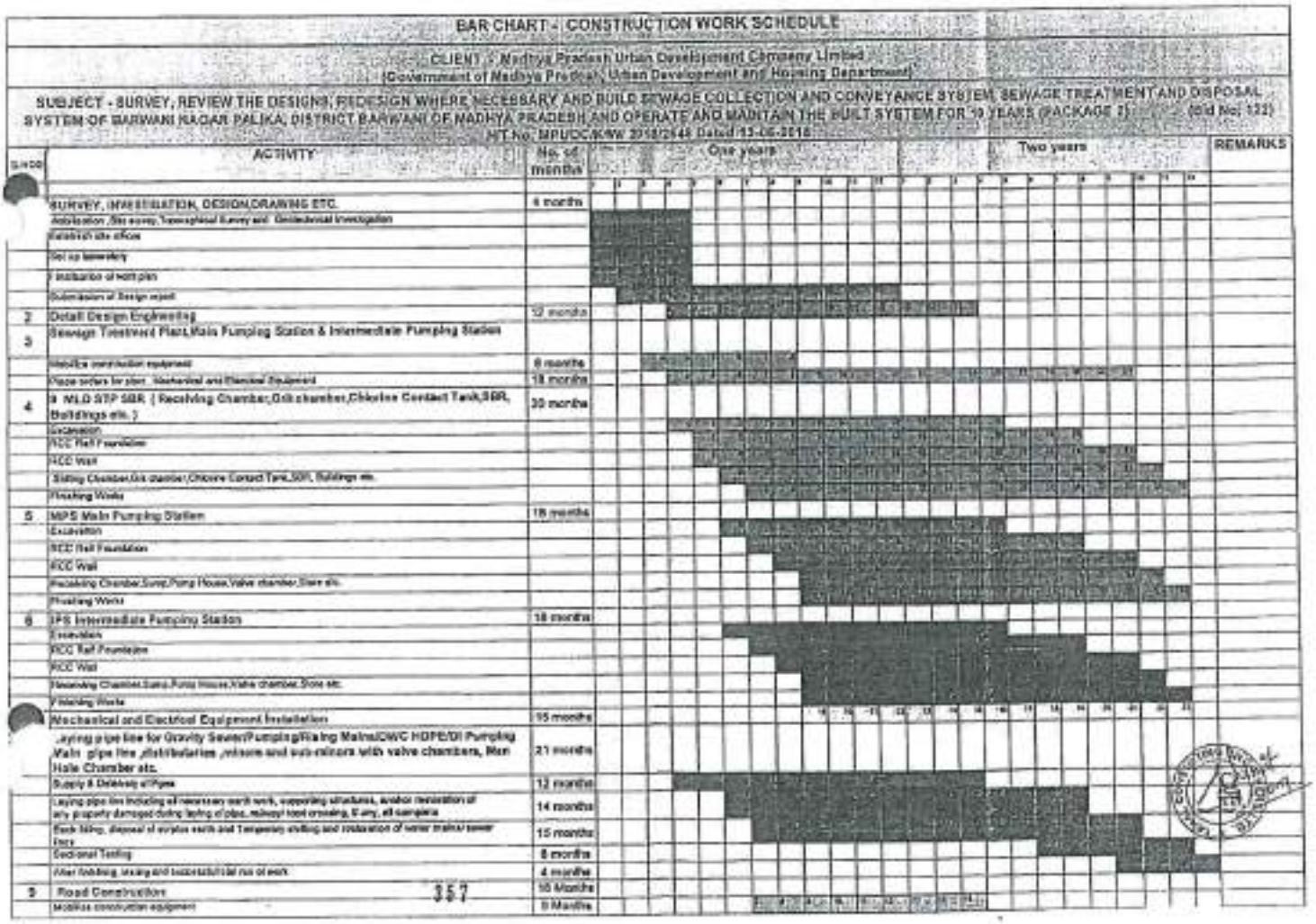
TAHAL CONSULTING ENGINEERS LTD.

NIT NO.: MPUDC/KFW/ 2018/2646 DATED 13.06.2018

NAME OF THE PROJECT: ***(PACKAGE-2)*** SURVEY, REVIEW THE DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF BARWANI NAGAR PALIKA, DISTRICT BARWANI OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS (BID NO.122).

CONSTRUCTION SCHEDULE

TAHAL CONSULTING ENGINEERS LTD.



BAR CHART - CONSTRUCTION WORK SCHEDULE

CLIENT : Madhya Pradesh Urban Development Company Limited
(Government of Madhya Pradesh, Urban Development and Housing Department)

SUBJECT - SURVEY, REVIEW THE DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF BARWANI NAGAR PALIKA, DISTRICT BARWANI OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS (PACKAGE 2) (Bid No: 122)
NIT No: MPUDC/K/W 2018/2448 Dated 15-06-2018

S.NO	ACTIVITY	No. of months	One years	Two years	REMARKS
	SURVEY, INVESTIGATION, DESIGN,DRAWING ETC.	4 months			
	Mobilisation ,Site survey, Topographical Survey and Geotechnical Investigation				
	Establish site offices				
	Set up laboratory				
	Finalisation of work plan				
	Submission of Design report				
2	Detail Design Engineering	12 months			
3	Sewage Treatment Plant,Main Pumping Station & Intermediate Pumping Station				
	Mobilize construction equipment	6 months			
	Place orders for plant, Mechanical and Electrical Equipment	18 months			
4	9 MLD STP SBR (Receiving Chamber,Grit chamber,Chlorine Contact Tank,SBR, Buildings etc.)	30 months			
	Excavation				
	RCC Raft Foundation				
	RCC Wall				
	Sitting Chamber,Grit chamber,Chlorine Contact Tank,SBR, Buildings etc.				
	Finishing Works				
5	MPS Main Pumping Station	18 months			
	Excavation				
	RCC Raft Foundation				
	RCC Wall				
	Receiving Chamber,Sump,Pump House,Valve chamber,Store etc.				
	Finishing Works				
6	IPS Intermediate Pumping Station	18 months			
	Excavation				
	RCC Raft Foundation				
	RCC Wall				
	Receiving Chamber,Sump,Pump House,Valve chamber,Store etc.				
	Finishing Works				
	Mechanical and Electrical Equipment Installation	15 months			
	Laying pipe line for Gravity Sewer/Pumping/Rising Mains/CWC HDPE/DI Pumping Main pipe line ,distributaries ,rnisors and sub-rnisors with valve chambers, Man Hole Chamber etc.	21 months			
	Supply & Delivery of Pipes	12 months			
	Laying pipe line including all necessary earth work, supporting structures, anchor (excavation of any property damaged during laying of pipe, railway/ road crossing, if any, all cangers	14 months			
	Back filling, disposal of surplus earth and Temporary shifting and restoration of sewer mains/ sewer lines	15 months			
	Sectional Testing	8 months			
	After finishing, testing and successful trial run of work	4 months			
9	Road Construction	10 Months			
	Mobilize construction equipment	0 Months			

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BAR CHART : CONSTRUCTION WORK SCHEDULE

CLIENT : Madhya Pradesh Urban Development Company Limited
Government of Madhya Pradesh, Urban Development and Housing Department

SUBJECT : SURVEY, REVIEW OF DESIGNS, REDESIGN WHERE NECESSARY AND BUILD SEWAGE COLLECTION AND CONVEYANCE SYSTEM, SEWAGE TREATMENT AND DISPOSAL SYSTEM OF BARWANI NAGAR PALIKA, DISTRICT BARWANI OF MADHYA PRADESH AND OPERATE AND MAINTAIN THE BUILT SYSTEM FOR 10 YEARS (PACKAGE 2) (Bid No. 122)
NIT No. MPUDC/KNW/ 2018/2648 Dated 13-06-2018

S.no	ACTIVITY	No. of months	One years	Two years	REMARKS
	Rough grading and Earthworks	12 Months			
	Modish Hot Mix Plant	4 Months			
	Fine grading and finishing	4 Months			
10	Painting, Landscape, Compound wall	20 Months			
	Paint & landscape	4 months			
	Compound wall	8 months			
11	Customer Door To Door Survey	22 months			
12	Customer Grievance redress System	10 months			
13	House Connection	12 months			
14	OVERALL ERECTION & COMMISSIONING	6 months			

NOTE : This Working Schedule is applicable for tender purpose only. Detail working should be submitted after the detail Engineering works.

Extension

AMENDMENT NO. -2

Contract No. MPUSEP Pkg. 02
LOA No. PMU/KfW/2018/4363 Dated 07.09.2018

Between

Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at Amarkantak Bhawan, M.P. Nagar Zone -I, Bhopal
(Hereafter the "Owner")

And

Tahal Consulting Engineers Ltd., a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Plot Number 34, Phase-2, 2nd Floor, Sector 44, Industrial Area, Gurgaon, Haryana-122003 India, with its principal place of business at Plot Number 34, Phase-2, 2nd Floor, Sector 44, Industrial Area, Gurgaon, Haryana-122003 India.
(Hereafter the "**Contractor**")

For

Survey, Review the Designs, Redesign Where Necessary and Build Sewage Collection and Conveyance System, Sewage Treatment and Disposal System of Barwani, District Barwani of Madhya Pradesh and Operate and Maintain the Built System for 10 Years.

Short Title:

'MPUSEP-Package 2- Barwani Sewerage Project'

Tahal Consulting Engineering Ltd.
Authorised Signatory

WHEREAS on the request of the contractor, M/s **Tahal Consulting Engineers Ltd.** and as agreed between the MPUDC (owner) and the contractor M/s **Tahal Consulting Engineers Ltd.** amendments effecting the following in Contract No. MPUSEP Pkg. 2. LoA no. PMU/KfW/2018/4363 Dated 07.09.2018

WHEREAS the owner and the contractor agree to amend the said contract for Extension of Time only without causing change in cost.

NOW THEREFORE, the parties mutually agree as follows:

1. Change in date of completion is as per Table-1

Table -1

Description	As per Original Agreement	As per Amendment No.-1	As per Amendment No.-2
1	2	3	4
Date of start for Design Build period	29.09.2018	29.09.2018	29.09.2018
Date of completion for Design Build period	28.09.2020	28.09.2021	28.09.2022
Completion period for Design Build period	730 days	1095 days	1460 days
Date of start for O & M period	29.09.2020	29.09.2021	29.09.2022
Date of completion for O & M period	28.09.2030	28.09.2031	29.09.2032
Completion period for O & M period	3650 days (10 years)	3650 days (10 years)	3650 days (10 years)

WHEREAS, after providing Extension of Time under this Amendment No.2, the revised Intended date for completion of mile stone shall be as per revised work programmes under:

Table -2

S. No.	Task Name	Milestones as per agreement	Amended Milestones as per Amendment -1	Amended Milestones as per Amendment -2
1	Survey and Investigation	60 days	60 days	Completed
2	Design Review and Design and Drawings	120days	120 days	Under Progress
3	Establishment of Grievance Redress System	250 days	980 days	To be completed by 28-09-2022
4	Pumping mains and Collection networks	730 days	1095 days	
5	Flushing Arrangements and Inspection vehicle	730 days	1095 days	
6	Sewage Treatment Plant	730 days	1095 days	
7	Raw sewage pumping station (Intermediate)	730 days	1095 days	
8	Construction of MPS	730 days	730 days	
9	Pumping and Electro-Mechanical Equipment and Electrification	730 days	1095 days	

Tahal Consulting Engineering Ltd.

Authorized Signatory

S. No.	Task Name	Milestones as per agreement	Amended Milestones as per Amendment -1	Amended Milestones as per Amendment -2
10	Implementation of Environmental and Social Safeguards	730 days	1095 days	

WHEREAS, the owner reserves the right to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidated damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the Design Build Stage.

All other terms and conditions of the original Contract Agreement shall remain unchanged and are applicable.

The above amendments are signed on 21st day of December, 2021.

For and on behalf of Contractor

(Authorized Representative)
M/s Tahal Consulting Engineers Ltd.

Tahal Consulting Engineering Ltd.

Authorized Signatory

For and on behalf of MPUDC,

Engineer-in-Chief, MPUDC,

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
1st Floor MP Rajya Sahkari Krish & Gramin Bank
8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encudc@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/MPUDC/2020/1425 **Bhopal Dated:**19/02/2020

To

1 Project Manager
Project Implementation Unit, MPUDC
Hoshangabad/Jabalpur/Khargone

2 Team Leader
Project Management Consultant
MPUSEP

Technical Circular

Sub: Clarification in Specifications for Bedding under Technical Specifications of the contract for Sewerage Projects under MPUSEP

In suppression to the technical circular no. PMU/MPUDC/2020/1052 dt 05-02-2020, following clarification by amendment is hereby made in Technical Specifications clause 8.1.2 – Double Wall Corrugated Pipes/ Construction of backfill envelope and final backfilling of the trenches, in all contracts for Sewerage Projects under MPUSEP:

Original Clause as in contract	Amended Clause
Granular bedding material for rigid pipes shall consist of free draining, hard broken stone or gravel, free of dirt and dust. The material shall pass through a 25 mm sieve but be retained on a 5 mm sieve. For pipes of 300 mm diameter and less, the material shall pass through a 12 mm sieve but be retained on a 5 mm sieve. In order to prevent silt intrusion in wet, fine-grained soils, one part of coarse sand shall be added to two parts of the above or alternatively a free draining all-in material of equivalent grading may be provided. **Granular embedment material** for flexible pipes shall comply with the above specification for rigid pipe bedding material and in addition shall have a compaction fraction value not exceeding 0.10.	**Granular bedding material** for rigid pipes shall consist of free draining, hard broken stone or gravel, free of dirt and dust. Excavated material which has been processed and graded/ sieved to provide a material having size less than 40mm (40mm or more shall not exceed 10% of the total volume) can also be used. The pipe bedding materials must remain firm and not permit displacement of pipes. The material has to be uniformly graded or well graded. Uniformly graded materials include pea gravel or one-size materials with a low percentage of over and undersized particles. ***Well-graded materials containing several sizes of particles in stated proportions, ranging from a maximum to minimum size coarse sand, pea gravel, crushed gravel, crushed screenings, can be used for pipe bedding.*** **Granular embedment material** for flexible pipes shall comply with the above specification for rigid pipe bedding material. This material would require to be knifed-in- around the pipe and would need to be given at least nominal compaction. Where excavated material can not meet the above requirements, suitable materials such as sand conforming to the relevant standards and to give satisfactory compaction shall be provided. The compaction fraction of the material used for embedment shall greater than 0.2 upto the depth of 2m, compaction fraction of 0.25 could also be considered for depth more than 2m. The methodology of the test to be conducted for determining compaction fraction is enclosed at Annexure 1.

The above amendment is made vide authority provided under clause 10.1 of GCC of the contract for all works under MPUSEP. This is further clarified that this technical circular is applicable only to the MPUSEP works funded by the KfW Bank.

This is further added that payment for the bedding/embedment by excavated material as stated in the amended clause given above will be made as per the bill no. 4A- Bill of Quantities for laying of Sewer Pipelines, Item (no. as per the particular agreement)- **"Filling available excavated earth in trenches, plinth sides of foundation in layers not exceeding 20cm, in depth including consolidation of each layer by ramming, watering, lead upto 50m and lift upto 1.5m in all kinds of soil"**, as per the agreed rates for the said item in the agreement.

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

(M.K. Acharya)
Engineer-in-Chief

No. PMU/MPUDC/2020/ 1426 **Bhopal Dated:** 19**/02/2020**

Copy to: -

1. Managing Director, MPUDC for information please
2. Additional Managing Director, MPUDC, for information please
3. Sh Pankaj Jain, Executive Vice President, M/s Tahal Consulting Engineers Limited, Plot No. 34, Phase 2, 2nd Floor, Sector 44, Gurugram, Haryana-122003, India for information

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Engineer-in-Chief

Annexure 1

CI - Clays with intermediate plasticity
MI - Silts with intermediate plasticity
CL-ML - Mixtures of ML and CL
CI-MI - Mixtures of MI and CI

(e) Clays and silts, with a Liquid Limit (LL) less than 50% and an appreciable fraction passing the 75µm BS test sieve, with more than 25% coarse grained particles.

(f) As note (e) with less than 25% coarse grained particles.

APPENDIX B – COMPACTION FRACTION TEST

B.1 APPARATUS

B.1.1 Open-ended cylinder

Approximately 250mm long and 150mm (+ 10mm - 5mm) internal diameter (150mm diameter pipe is suitable).

B.1.2 Metal rammer

Metal rammer with striking face approximately 40mm diameter and weighing 0.8kg to 1.3kg.

B.1.3 Rule

B.2 METHOD

Obtain a representative* sample more than sufficient to fill the cylinder (about 10kg). It is important that the moisture content of the sample should not differ from the bulk of material at the time of its use in the trench.

Place the cylinder on a firm flat surface and gently pour the sample material into it, loosely and without tamping. Strike off the top surface level with the top of the cylinder and remove all surplus spilled material. Lift the cylinder up clear of its contents and place on a fresh area of flat surface. Place about one quarter of the material back in the cylinder and tamp vigorously until no further compaction can be obtained. Repeat with the second quarter, tamping as before, and so on for the third and fourth quarters, tamping the final surface as level as possible. Tamping should not be so vigorous as to break the material being compacted.

B.3 DETERMINATION OF COMPACTION FRACTION

Measure from the top of the cylinder to the surface of the compacted material. This distance divided by the height of the cylinder gives the compaction fraction of the material under test.

* To obtain a representative sample about 50 kg of the material to be tested should be heaped into a cone shape on a clear surface after turning over the material three times. Flatten the top of the cone then divide with a spade vertically down the centre into four quarters. One pair of the opposite corners is discarded and the other pair of opposite quarters rambled into a cone shape. This procedure is repeated until the required mass of sample remains.

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Slow progress - 17/03/20

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
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8, Arera Hills, Jail Road, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763060, Email: kbhatnagar@mpurban.gov.in, encudc@gmail.com

No. PMU/KfW/2020/2324 Bhopal Dated 17/03/2020

To

Sh Pankaj Jain
Executive Vice President
M/s Tahal Consulting Engineers Private Ltd
Gurugram, Haryana

Sub: Slow Progress of works and poor quality of works accomplished in last 18 months

Ref: **Package 2 – Barwani Sewerage**

During the recent site visits held as part of the KfW review mission on 25th February 2020, it was noted that the progress of the works does not correspond with that given in the revised programmes submitted in December 2019, nor does it correspond to the sequencing set out in the three month street by street programme submitted at the same time. Both labour and material resources being applied are inadequate to achieve satisfactory progress. Furthermore, a number of management, safety and quality failings were also observed by the mission.

You have been given an interest free mobilization advance amounting Rs 8.77.17,378/- during the last quarter of the calendar year 2018, but it is important to note that in last 18 months, you are able to achieve only appx 8-10% progress in sewer network laying. It is being continuously informed by your representatives that M/s TCEPL is undergoing change in management and hence, are facing severe financial crisis. However, the contract does not have any such provisions which allow relaxation on such basis. Moreover, it seems that M/s TCEPL failed to plan its financial resources specially the mobilization advance, judiciously.

Please refer letter no. 2105 dated 22.03.2019 and 710 dated 25.01.2020 of the undersigned. It is also observed that despite continuous reminders during various weekly review meetings at town level and by PMC with respect to household survey, you have failed to comply with the following provisions of the technical specifications:

- Technical Specifications 3.1 under household survey requires the Contractor to provide, for each property, a sketch showing the method proposed for sewer connection
- Technical Specifications 3.4.3 (i) (v) requires the Contractor to provide a drawing of house connections up to the boundary line.

- Technical Specifications 3.4.3 (i) (vi) requires the Contractor to provide a drawing of house connections inside properties.
- Technical Specifications 8.2.1 requires the Contractor to submit a plan for approval for each property connection showing the existing situation and the works to be performed.

Non-compliance to the above certainly led to various other issues such as determining appropriate locations of manholes and house connection chambers. In addition, house connection chambers have been completed without inclusion of stub pipes for future connection. It is also seen that at places the invert level of house connection chambers is higher than the invert level of the surface water drainage channels, which means the house connection pipe would obstruct the drainage channels and cause storm water to overflow. Other observations include: Lack of saw cutting prior to breaking of road surface; Failure to provide adequate pipe embedment; failure to compact trench backfill in layers; Lack of half circle flow channel through manholes and poor quality of surface finish to manhole benching which is contrary to approved drawings prepared and submitted by yourselves. Serious lapse on safety measures have also been observed.

It is observed that Branch lines are entering manholes at levels higher than 600mm above the manhole invert level (IS:4111 Part 1). If the drop into the manhole is greater than 600mm, then a drop manhole should be used. **In this respect you are required to submit the corrected drawing for drop manhole within one week.**

MPUDC is of the view that despite continued reminders, you have persistently failed to carry out the services in accordance with the contract specifications, approved drawings and programme. ***The MPUDC therefore considers that unless you improve the rate of progress at a quality compliant with the contractual requirements then the MPUDC will be obliged to consider the default as sufficient to terminate the contract under GCC Clause 11.2.3(2).***

You have repeatedly informed that the reason for slow progress is due to financial and management issues within your organisation, and that these problems will be resolved by mid-March 2020. The resolution of these issues must be clearly demonstrated by significant improvement in quality, planning and progress so that the need for a notice to terminate may be avoided. You should note that since you could neither comply with your own time schedule nor adhered to the milestones given in the contract, MPUDC is compelled to set minimum physical targets to be achieved in next 3 months. **You are therefore directed to undertake and satisfactorily complete the works as indicated in Annex A of this letter by not later than 15th June 2020 to demonstrate your commitment to fulfilling your**

obligations. This is further mentioned here that the works given in Annex A are the minimum targets to be achieved by you.

This is further added here that a review of the works completed in next 45 days will be done immediately after expiry of 45 days (in the first week of May 2020) to ascertain whether M/s TCEPL is competent to complete the work targeted as given in Annex A as well as the overall assignment in the spirit of the contract and based on the review, a decision shall be taken. **This is further added here that the performance of M/s TCEPL will be sole basis for taking final decision by MPUDC in this matter.**

17/3/20

(M.K. Acharya)
Engineer-in- Chief

No. PMU/KfW/2020/2325 Bhopal Dated 17/03/2020

Copy to: -

1. Managing Director, MPUDC for information please
2. Additional Managing Director, MPUDC, for information please
3. Collector, District Barwani for information please
4. Project Manager, PIU, Khargone to ensure that the work is carried out as per the annexed programme and in compliance to the quality and Safety standards
5. Team Leader, PMC (MPUSEP) to ensure that the work is carried out as per the annexed programme and in compliance to the quality and Safety standards
6. Chief Municipal Officer, Municipal Council, Barwani for information

17/3/20

Engineer-in- Chief

Annex A

Works to be completed by 15th June 2020 for Package 2 – Barwani

1. **Design** - Completion of all outstanding design including electrical and mechanical detail
2. **STP**

- Excavation and RCC works of : Sludge Thickener, Chlorination building
  Note: the above two structures at the STP are considered to be unobstructed by the overhead electrical power cables.

3. **IPS-1** – Excavation and completion of sub structure upto EGL
4. **IPS** -2- Excavation and Completion of base slab.
5. **Sewerage Network** – the following main sewers shall be constructed together with manholes and surface reinstatement:

From Manhole	To Manhole	Diameter	Pipe material	Distance (m)
Zone 3				
M-2884	M-2820	700	RC	1578
M-2820	M-2222	700	RC	523
M-2222	M-2138	700	RC	986
M-2138	M-1859	700	RC	1327
M-2820	M-2785	300	DWC	904
M-2785	M-2774	250	DWC	306
M-1859	M-1840	300	DWC	406
M-1859	M-1250	450	RC	10
M-1250	M-1235	400	DWC	264
M-1250	MH-126	300	DWC	622
M-1859	M-1840	300	DWC	405
Total Zone 3				**7331**
Zone 1				
MH-9904	MH-4961	300	DWC	16
MH-4961	MH-4585	200	DWC	46
MH-4585	MH-6508	150	DWC	568
MH-4585	MH-4621	170	DWC	427
MH-4621	MH-4666	150	DWC	547
Total Zone 1				**1604**
Total Trunk Sewerage (Zone 1 + Zone 3)				**8935**

Sections of main (trunk) Sewerage Network to be constructed by 15th June 2020
Shown in red – total length approximately 8935 m



Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
AmarkantakBhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: 91-755-2763060Email: mapurdep@gmail.com, mapursep@gmail.com, kbhatnagar@mpurban.gov.in
(CIN No. U75110MP2015SGC034139)

No.PMU/KfW/2021/ 9024 Bhopal, Dated 4 /10/2021

To,

The Project Managers,
PIU Hoshangabad/Khargone/Jabalpur
MPUDCL.

Sub: - Regarding Non achievement of Physical and Financial targets due to the slow progress.

You are very well aware that the KfW Bank funded MPUSEP's physical closure is on 31-12-2022. In order to achieve the completion of works of sub projects within the time schedule, the physical & financial milestones/targets were framed in consultation with PM, PIUs, and Contractor. Those contractors & Project Manager who were notable to give the physical & financial targets then the targets were given by this office on the advice of PMC.

Statements of physical & financial targets and status of achievement for the quarter of July-September, 2021 are enclosed on annexure 1. The table itself is self-explanatory that the progress is lagging much behindthe targeted completion, looking to overall design build construction period. It seems that neither the contractor nor the PIU could perform to achieve their own targets.

You shall be aware that the financial targets are informed to the KfW Bank based on the milestones/targets decided with the PMs and contractors. In case of non-achievement of the financial targets, the State Government has to bear certain commitment charges, also.

In view of the above facts, you are required to give the reason for short fall in physical & financial progress. You are also required to propose strategy for improvement (way forward) in both physical & financial progress simultaneously, within seven days.

1.10.2021

(P.C. Jain)
Deputy Project Director (T)
MPUDC

No.PMU/KfW/2021/ 9025, Bhopal, Dated 4 /10/2021

Copy to :-

1. Engineer-in-Chief MPUDC for information please.
2. Team Leader PMC, GITEC for information with the observation that the PMC is equally responsible for timely completion of works and should have worked more proactively to help the project, however you are directed to give reason for the slow progress & PMC's

strategy to improve the progress, within 7 days, AMC officials at PIU level shall help to PM PIU in preparing the strategy.

3. M/s Tahal Consulting Engineers for Hoshangabad, Barwani and Sendhwa sewerage project, for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.
4. M/s Bhugan Infracon Pvt. Ltd. For Narsinghpur sewerage project for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.
5. M/s Jaivarudi Infracon Pvt. Ltd. For Narsinghpur sewerage project for information & to give the reason for slow progress and non-achievement of target in time through PM, PIU.

1.4.2021

Deputy Project Director (T)
MPUDC

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal, Madhya Pradesh, India
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(CIN No. U75110MP2015SGC034139)

No. / PMU/MPUDC/2021/ 9607 **Bhopal, Dated** 25/10/2021

To

Project Manager
Project Implementation Unit (All),
MPUDC

Technical Circular

Sub: Clarification in Specifications for Bedding under Technical Specifications of the contract for Sewerage Projects under MPUSEP

In continuation to the technical circular no. PMU/MPUDC/2020/1425 dt 19-02-2020, following clarification by amendment is hereby made in Technical Specifications clause 8.1.2 – Double Wall Corrugated Pipes/ Construction of backfill envelope and final backfilling of the trenches, in all contracts for Sewerage Projects under MPUSEP:

Original Clause as in contract	Amended Clause
Granular bedding material for rigid pipes shall consist of free draining, hardbroken stone or gravel, free of dirt and dust. The material shall pass through a 25mm sieve but be retained on a 5 mm sieve. For pipes of 300 mm diameter andless, the material shall pass through a 12 mm sieve but be retained on a 5 mmsieve. In order to prevent silt intrusion in wet, fine-grained soils, one part ofcoarse sand shall be added to two parts of the above or alternatively a freedrainingall-in material of equivalent grading may be provided. Granular embedment material for flexible pipes shall comply with the above specification for rigid pipe bedding material and in addition shall have a compaction fraction value not exceeding 0.10.	Granular bedding material for rigid pipes shall consist of free draining, hard broken stone or gravel, free of dirt and dust. Excavated material which has been processed and graded/ sieved to provide a material having size less than 40mm (40mm or more shall not exceed 10% of the total volume) can also be used. The pipe bedding materials must remain firm and not permit displacement of pipes. The material has to be uniformly graded or well graded. Uniformly graded materials include pea gravel or one-size materials with a low percentage of over and undersized particles. Well-graded materials containing several sizes of particles in stated proportions, ranging from a maximum to minimum size coarse sand, pea gravel, crushed gravel, crushed screenings, can be used for pipe bedding. Moorum with the characteristics including particle size designation (grading III enclosed as Annexure 2), CBR min 20, Liquid Limit- max 25 and Plasticity Index - max 6, also meets the qualification as granular material. Granular embedment material for flexible pipes shall also comply with the above specification. This material would require to be knifed-in- around the pipe and would need

	to be given at least nominal compaction. Where excavated material can not meet the above requirements, suitable materials such as sand/ morum/uniformly graded gravel etc., conforming to the relevant standards and to give satisfactory compaction, shall be provided. The compaction fraction of the material used for embedment shall greater than 0.2 upto the depth of 2m, compaction fraction of 0.25 could also be considered for depth more than 2m. The methodology of the test to be conducted for determining compaction fraction is enclosed at Annexure 1.

The above amendment is made vide authority provided under clause 10.1 of GCC of the contract for all works under MPUSEP. This is further clarified that this technical circular is applicable to all the Sewerage works being executed/to be executed by PMUDC irrespective of funding agency/source.

This is further added that payment for the bedding/embedment by excavated material as stated in the amended clause given above will be made as per the bill no. 4A- Bill of Quantities for laying of Sewer Pipelines, Item (no. as per the particular agreement)- **"Filling available excavated earth in trenches, plinth sides of foundation in layers not exceeding 20cm, in depth including consolidation of each layer by ramming, watering, lead upto 50m and lift upto 1.5m in all kinds of soil"**, as per the agreed rates for the said item in the agreement. However, in case of excavated material does not meet the aforesaid specifications and suitable materials like sand/ morum/uniformly graded gravel etc., is provided, the rates shall be decided in accordance to the provisions of the contract.

Encl: As above

(Deepak Ratnawat)
Engineer-in-Chief
Bhopal Dated: 25/10/2021

No. PMU/MPUDC/2021/ 9608

Copy to: -

1. Managing Director, MPUDC for information please
2. Team Leaders, PMCs for all the programmes/projects under MPUDC for information and compliance
3. All the contractors under contract with MPUDC for sewerage works for information and compliance

Engineer-in-Chief

Annexure 1

CI - Clays with intermediate plasticity
MI - Silts with intermediate plasticity
CL-ML - Mixtures of ML and CL
CI-MI - Mixtures of MI and CI

(e) Clays and silts, with a Liquid Limit (LL) less than 50% and an appreciable fraction passing the 75µm BS test sieve, with more than 25% coarse grained particles.

(f) As note (e) with less than 25% coarse grained particles.

APPENDIX B – COMPACTION FRACTION TEST

B.1 APPARATUS

B.1.1 Open-ended cylinder

Approximately 250mm long and 150mm (+ 10mm - 5mm) internal diameter (150mm diameter pipe is suitable).

B.1.2 Metal rammer

Metal rammer with striking face approximately 40mm diameter and weighing 0.8kg to 1.3kg.

B.1.3 Rule

B.2 METHOD

Obtain a representative* sample more than sufficient to fill the cylinder (about 10kg). It is important that the moisture content of the sample should not differ from the bulk of material at the time of its use in the trench.

Place the cylinder on a firm flat surface and gently pour the sample material into it, loosely and without tamping. Strike off the top surface level with the top of the cylinder and remove all surplus spilled material. Lift the cylinder up clear of its contents and place on a fresh area of flat surface. Place about one quarter of the material back in the cylinder and tamp vigorously until no further compaction can be obtained. Repeat with the second quarter, tamping as before, and so on for the third and fourth quarters, tamping the final surface as level as possible. Tamping should not be so vigorous as to break the material being compacted.

B.3 DETERMINATION OF COMPACTION FRACTION

Measure from the top of the cylinder to the surface of the compacted material. This distance divided by the height of the cylinder gives the compaction fraction of the material under test.

* To obtain a representative sample about 50 kg of the material to be tested should be heaped into a cone shape on a clear surface after turning over the material three times. Flatten the top of the cone then divide with a spade vertically down the centre into four quarters. One pair of the opposite corners is discarded and the other pair of opposite quarters remixed into a cone shape. This procedure is repeated until the required mass of sample remains.

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Annexure 2



Ministry of Shipping, Road Transport & Highways

SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

(Fourth Revision)

Published by

Indian Roads Congress
NEW DELHI 2001

401. GRANULAR SUB-BASE

401.1. Scope

This work shall consist of laying and compacting well-graded material on prepared subgrade in accordance with the requirements of these Specifications. The material shall be laid in one or more layers as sub-base or lower sub-base and upper sub-base (termed as sub-base hereinafter) as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

401.2. Materials

401.2.1. The material to be used for the work shall be natural sand, moorum, gravel, crushed stone, or combination thereof depending upon the grading required. Materials like crushed slag, crushed concrete, brick metal and kankar may be allowed only with the specific approval of the Engineer. The material shall be free from organic or other deleterious constituents and conform to one of the three gradings given in Table 400-1.

While the gradings in Table 400-1 are in respect of close-graded granular sub-base materials, one each for maximum particle size of 75 mm, 53 mm and 26.5 mm, the corresponding gradings for the coarse-graded materials for each of the three maximum particle sizes are given at Table 400-2. The grading to be adopted for a project shall be as specified in the Contract.

401.2.2. **Physical requirements:** The material shall have a 10 per cent fines value of 50 kN or more (for sample in soaked condition) when tested in compliance with BS:812 (Part 111). The water absorption value of the coarse aggregate shall be determined as per IS : 2386 (Part 3); if this value is greater than 2 per cent, the soundness test shall be carried out on the material delivered to site as per IS : 383. For Grading II and III materials, the CBR shall be determined at the density and moisture content likely to be developed in equilibrium conditions which shall be taken as being the density relating to a uniform air voids content of 5 per cent.

TABLE 400-1. GRADING FOR CLOSE-GRADED GRA[illegible] SUB-BASE MATERIALS

IS Sieve Designation	Per cent by weight passing the IS sieve		
	Grading I	Grading II	Grading III
75.0 mm	100	100	—
53.0 mm	80-100	70-100	100
26.5 mm	55-90	50-80	65-95
9.50 mm	35-65	40-65	50-80
4.75 mm	25-55	30-50	40-65
2.36 mm	20-40	15-25	20-35
0.425 mm	10-25	3-10	3-10
0.075 mm	3-10		
CBR Value (Minimum)	30	25	20

TABLE 400-2. GRADING FOR COARSE GRADED GRANULAR SUB-BASE MATERIALS

IS Sieve Designation	Per cent by weight passing the IS Sieve		
	Grading I	Grading II	Grading III
75.0 mm	100	—	—
53.0 mm	55-75	100	100
26.5 mm		50-80	
9.50 mm	10-30	15-35	25-45
4.75 mm			
2.36 mm			
0.425 mm	<10	<10	<10
0.075 mm			
CBR Value (Minimum)	30	25	20

Note : The material passing 425 micron (0.425 mm) sieve for all the three gradings when tested according to IS : 2720 (Part 5) shall have liquid limit and plasticity index not more than 25 and 6 per cent respectively.

401.3. Strength of sub-base

It shall be ensured prior to actual execution that the material to be used in the sub-base satisfies the requirements of CBR and other physical requirements when compacted and finished.

When directed by the Engineer, this shall be verified by performing CBR tests in the laboratory as required on specimens remoulded at field dry density and moisture content and any other tests for the "quality" of materials, as may be necessary.

401.4. Construction Operations

401.4.1. Preparation of subgrade : Immediately prior to the laying of sub-base, the subgrade already finished to Clause 301 or 305 as applicable shall be prepared by removing all vegetation and other

Madhya Pradesh Urban Development Co. Ltd.
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Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 9622, Bhopal Dated: 26/10/2021

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package -02 Barwani Sewerage Project- **Regarding Hydro-Testing of Pipeline.**

Ref: 1. Agreement dated 29-09-2018
2. This office letter no. 8681 dated 24-09-2021
3. Your letter no. 204 dated 20-09-2021, vide which 10th RA Bill is submitted by you.

Vide reference no. 2, You were instructed to perform hydro-testing of already laid pipeline within one month. Time period given to you is already lapsed but out of 25.68 KM laid pipeline, hydrotesting of only 2 KM is completed as on date. Such progress is disappointing and unacceptable despite giving repeated instructions and is liable for appropriate action. In this regard, you are hereby informed that an amount of Rs. 2,84,700.03/- of 10th RA Bill, claimed under bill no. 4A of BOQ may not be considered for payment. This amount may only be considered after completion of hydrotesting of previously laid pipeline. You are instructed to submit your work plan for hydrotesting at the earliest and then execute the work as per plan.

26.10.2021

(P. C. Jain)
Dy. Project Director
(Tech.)

No. PMU/KfW/2021/ 9623 Bhopal Dated: 26/10/2021

Copy to:

1. Project Manager, PIU Khargone for information.
2. Team Leader, PMC, MPUSEP for information & necessary action.

26-10-2021

Dy. Project Director (Tech.)

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2021/ 10106, **Bhopal, Dated:** 12/11/2021

To,

The Project Manager
Project Implementation Unit
Hoshangabad, Khargone and Jabalpur,

Subject: Completion work tentative financial target for the balance work under KfW funded MPUSEP.

With the subject cited above the month wise list of financial commitment of KfW funded MPUSEP is prepared on the basis of balance expenditure to be done on each project. It is being forwarded to you to get consent of the concerned contractor. If any change is required then suggest in writing or through email with the proper justification.

The change in the target amount is accepted but the completion time & accordingly over financial target shall not be changed anyway.

12.11.2021

P. C. Jain
Dy. Project Director (T),
MPUDC, Bhopal

No. PMU/KfW/2021/ 10107 **Bhopal, Dated:** 12/11/2021

Copy to: 1) E-N- C, MPUDC for information please.
2) Team Leader PMC- MPUSEP-GITECH for information please & necessary action please.
3) M/s Tahal Consulting Engineers, for Hoshangabad, Barwani and Sendhwa.
4) M/s Bhugan Infracon Pvt. Ltd. for Narsinghpur Sewerage.
5) M/s JayVarudi Infracon Pvt. Ltd. for Mandala Sewerage.

12.11.2021

Dy. Project Director (T),
MPUDC, Bhopal

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED

KfW FUNDED SEWERAGE PACKAGES FOR 5 No. TOWNS

TARGET PROJECTION OF EXPENDITURE IN THE PROVIDED TIME PERIOD

(ALL AMOUNTS Rs. IN CRORES) (AMOUNTS EXCLUDING GST)

S. No.	PIU	NAME OF PROJECT	CONTRACTOR's NAME	AGREEMENT AMOUNT (including O & M Costs	D & B Costs	UP TO DATE EXPENDITURE 09/11/2021	BALANCE AMOUNT	TARGET Nov-21	TARGET Dec-21	BALANCE AMOUNT	TARGET Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Total for PIU - wise	BALANCE AMOUNT	REMARKS	COMMENTS
1	Hoshangabad	Hoshangabad	Tahal	141.66	121.66	3	138.66	13.87	13.87	106.96	13.87	13.87	13.87	13.87	13.87	13.87	6.11	6.11	6.11	N/A	108.66	NIL	Physical completion of Project is June 2022, There after 3 Months O & M Period	DB Cost after V.O. = 137.39 Revised Final Project Cost = 153.42
2	Khargone	Barwani	Tahal	88.96	78.53	4.87	84.09	7.47	7.47	15.22	7.47	7.47	7.47	7.47	7.47	7.47	7.47	5.61	5.61	5.61	Total for Khargone = 145.53	Nil	Physical completion of Project is July 2022, There after 3 Months O & M Period	DB Cost after V.O. = 78.53 Revised Final Project Cost = 94.74
3	Khargone	Sendhwa	Tahal	65.02	59.4	3.98	61.04	5.43	5.43	13.96	5.43	5.43	5.43	5.43	5.43	5.43	5.43	4.87	4.87	4.87		NIL		DB Cost after V.O. = 58.40 Revised Final Project Cost = 72.94
4	Jabalpur	Narsinghpur	Ms. Bhugra	99.52	90.42	7.58	83.35	8.34	8.34	13.34	8.34	8.34	8.34	8.34	8.34	8.34	5.55	5.55	5.55	N/A	Total for Jabalpur = 171.53	NIL	Physical completion of Project is Sept. 2022, There after 3 Months O & M Period before physical completion.	DB Cost after V.O. = 88.42 Revised Final Project Cost = 140.43
5	Jabalpur	Mandla	Ms. Jay Vandi	99.94	88.44	2.77	88.17	8.82	8.82	14.1	8.82	8.82	8.82	8.82	8.82	8.82	5.88	5.88	5.88	N/A		NIL		DB Cost after V.O. = 88.44 Revised Final Project Cost = 167.72
		TOTAL		473.6	438.47	32.55	455.32	43.93	43.93	167.58	43.93	43.93	43.93	43.93	43.93	43.93	33.45	30.23	30.23	9.68	455.32			

683

DPDT- MOM- 17/01/22

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./MPUDC/KfW/PMU/ 392 Date- 17/01/2022

KfW Bank funded

Madhya Pradesh Urban Sanitation & Environment Programme (MPUSEP)
Minutes of Contractor's review meeting dated 3rd January 2022

Review meeting of progress of works of **Hoshangabad, Barwani, Sendhwa and Narsinghpur** being implemented under KfW Bank funded MPUSEP was held on 3rd January, 2022 at 3:00 PM under the chairmanship of Deputy Project Director (Technical) . The list of attendees is enclosed at Annexure 1.

Progress of works with reference to the work schedule given by the contractor, achievements and backlogs, hinderances in adherence to timelines and milestones, financial progress of projects in last month were discussed. Outcome of the review meeting and directions issued are as under :

1. General Instruction to all contractors -

a. It was informed to all the contractors that the completion of MPUSEP – KfW funding is 31st December, 2022 hence all contractors should expedite the progress and make all efforts to complete project before 31st December, 2022. All contractors must achieve physical progress of 80% upto June 2022 as after this in rainy season the progress will reduce substantially.
b. It was instructed that contractor must ensure hydro-testing and HSC should be done simultaneously with network laying. As there is large gap in network laying and hydro-testing.
c. It was instructed that contractor must ensure physical and financial progress should be as per time line which was submitted and agreed by contractor. Contractors and Project Managers of concerned PIUs shall ensure that the works are executed in accordance to the work programme and there are no slippage in meeting the milestones.
d. Quality of works shall be maintained. Restoration of roads after laying of pipelines, is a major issue. The contractors and PIUs shall ensure that roads are restored within a minimum time frame, preferably temporary restoration within 48 hours and permanent restoration within 7 days. It was also added that hydro testing of pipes and HSCs shall be ensured before permanent restoration, so that road shall not be cut again.
e. It was instructed that contractor must ensure the financial progress as per targets.
f. The progress of all above 4 projects is attached at annexure 2.

2. MPUSEP Pkg 01 - Hoshangabad :-

a. The physical progress of Hoshangabad sewerage is only 18% which is very less. It is found that contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. It is found that contractor is paying much attention to construct the structures in-spite of network laying. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be 20.00 Km per month to achieve the target as planned.

c. The contractor has submitted the design & drawings of the MPS & IPS-01 (existing pumping station at Korighat) and pending at PMC. PMC was instructed to submit the comments on design and drawing within 07 days to PMU.
d. The work at IPS-02, IPS-03 & IPS-04 should be expedited quickly.
e. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.
f. CEO, TAHAL raised the issue of rates of manholes and requested to consider & approval for precast manholes. DPD(T) made it clear that the rate were quoted by Tahal and that any matter within contract condition can be consider and beyond that no proposal shall be consider. However the contractor was instructed to submit proposal along with design of precast manholes with their technical suitability including related IS code.
g. It was pointed out that there is a large gap between physical and financial progress of Hoshangabad sewerage project. PM PIU, PMC and Contractor was instructed to check and verify all items for which contractor has not claimed any payment or less payment and it should be taken care in next bill.

3. MPUSEP Pkg 02 - Barwani :-

a. The physical progress of Barwani sewerage is only 35% which is less. Contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be as per approved time line to achieve the target.
c. The contractor has requested for permission of controlled blasting in network laying. PM, PIU has informed that District Administration has already granted permission for controlled blasting in IPS, but for network laying within city part it is not possible as there are narrow lanes, however for outer parts of city it may consider.
d. PMC was instructed to submit the design and drawing with comments within 07 days to PMU.
e. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.

4. MPUSEP Pkg 03 - Sendhwa :-

a. The physical progress of Barwani sewerage is only 35% which is less. Contractor is not deploying the manpower and Machineries as per approved work program which is seriously affecting the progress. The contractor was instructed to increase the manpower and Machineries as per approved work program.
b. The contractor was instructed to start the sewer network laying at various locations immediately as progress of network laying is far behind the timeline. The contractor must ensure that the laying of pipe line should be as per approved time line to achieve the target.
c. PMC was instructed to submit the design and drawing within 07 days to PMU.

d. Mr. Vijayesh Kumar Gupta (CEO- TAHAL) committed that the all works will be completed within time frame as per the programme submitted and assured to complete the project works by putting the every required /additional effort from TAHAL end.

5. MPUSEP Pkg 04 - Narsinghpur :-

a. The physical progress of Narsinghpur sewerage is only 20% which is less. Contractor is not deploying the manpower and Machineries as per approved work program. The contractor was instructed to increase the manpower and Machineries as per approved work program.

b. The contractor has not submitted structural design and drawing of STP and 5 IPS and due to that the progress of work is suffering extensively. Contractor committed that all structural designs and drawing of STP & IPS will be submitted upto 30th January 2022 and all other electromechanical, P&I electrical drawings and other vendor approval issues will be submitted in the month of February 2022.

c. The contractor was instructed to increase the team for hydrotesting start as it is far behind the timeline.

d. The design of IPS2 was approved but contractor has not started the work till now. Contractor was instructed to mobilize the man, material and machines at site within 7 days and start the work immediately.

At the end of the meeting, DPD (T) stated that the next review meeting will be conducted on 20th January 2022. He also added to ensure the pipe line network should be laid minimum 6.00 Km along with the work progress at IPSs & STP sites for all the Packages 1, 2 & 3 before the next review meeting.

17.1.2022

(P. C. Jain)
Deputy Project Director (Technical)
MPUDC, Bhopal

No. MPUDC/KfW/PMU/ 393 **Bhopal, Dated** 17 **/01/2022**

Copy to:

1. PA to Managing Director for record.
2. Engineer-in-Chief, MPUDC for information please
3. Project Manager, PIU, Hoshangabad/ Jabalpur for compliance
4. Team Leader, PMC for MPUSEP for information and compliance
5. Authorized representative of M/s Tahal/ M/s Bhugan for information and compliance

17.1.2022

Deputy Project Director (Technical)
MPUDC, Bhopal

Annexure 1

Contract Review Meeting held on 03.01.2022 for Review of progress of Hoshangabad, Barwani, Sendhwa and Narsinghpur under MPUSEP
&
Sewada under MPUDP
List of Participant

Sn.	Name	Designation & Organization
1.	Mr. P. C. Jain	Deputy Project Director (Technical), MPUDC
2.	Mr. Anil Nanda	Project Manager. PIU. Jabalpur
3.	Mr. R. K. Solanki	Project Manager. PIU. Khargone
4.	Mr. A. K. Shrivastav	Project Manager. PIU. Gwalior
5.	Mr. Sanjay Pandey	Assistant Project Officer. MPUDC
6.	Mr. Ajay Pandviya	Municipal Engineer. PMC
7.	Mr Rajendra singh Bhadoriya	Project Management Specialist PMC
8	Mr. Himanshu Sharama	Water Resource Engineer PMC
9.	Mr. Vijayesh Kumar Gupta	CEO, M/s Tahal Consulting Engineers
10.	Mr. Ashish Pandey	Resource Partner, M/s Tahal Consulting Engineers
11.	Mr. Shailendra Jindal	DGM, M/s Tahal Consulting Engineers
12.	Mr. Priyank Kumar	AGM, M/s Tahal Consulting Engineers
13.	Mr. Shakti Mishra	General Manager. Ms Bhugan Infracon Pvt. Ltd
14.	Mr. Ravi Dehria	Project Director. Ms Bhugan Infracon Pvt. Ltd
15.	Mr. Pradeep Suryavanshi	Project Controller. Ms Bhugan Infracon Pvt. Ltd

Blacklisting – 24/01/22

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No. PMU/KfW/2022/ 686 Bhopal Dated: 24/01/2022

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP-02- Barwani Sewerage Project- Show Cause Notice for Blacklisting due to Slow Progress in Barwani Sewerage Project.

Ref: 1. Agreement dated 29-09-2018
2. PMU/KfW/2018/4363, Bhopal, Dated: - 07-09-2018
3. This office letter no. 6057 dated 12-07-2021, 9024 dated 04-10-2021, 9622 dated 26-10-2021, 392 dated 17-01-2022, 480 dated 19-01-2022.

Your firm had been awarded contract for the works of KfW funded MPUSEP Pkg-2 (Barwani Sewerage Project) by MPUDC vide reference made above. The status of progress of the contract is as under:

S.NO.	Package No.	Date of commencement	Scheduled Date of Completion	Extended Date of Completion	Time Elapsed (Days)	Physical Progress as on	
						31.10.2021	31.12.2021
1.	MPUSEP Pkg-2	29.09.2018	28.09.2020	31.12.2022 (2nd)	1209	32%	35%

It is evident that the progress of work of the contract is extremely slow and not rational w.r.t. time elapsed, despite availability of most of the work fronts since date of commencement. Despite repeated instructions, reminders, review meetings vide reference no. 3 and total cooperation extended to you by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Your poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contract. The general public of the project town is deprived of access to sanitary facilities due to your sluggish mobilization of resources for expediting the work progress.

You are found to be non-serious in executing the agreement work and the same amounts to a fundamental breach of contract. Your performance is considered as "Unsatisfactory performance" which qualifies for strict action as per this office Order No. 11240/PMU/MPUDCL dated 17.12.2021 and the terms of the contract executed with this office.

Madhya Pradesh Urban Development Company Limited
(CIN No. U75110MP2015SGCO34139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

You are hereby required to show cause within 15 days from the receipt hereof as to why your firm should not be "**Blacklisted**". You are directed to submit written statement/reply before the undersigned by **08.02.2022**.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on work front on or before the stipulated date, it will be presumed that, you have nothing to say further in this matter in your support, and action as per aforementioned order dated 17-12-2021 may be initiated against you without making any further reference to you in this regard.

Please note and acknowledge.

24.1.2022

(P.C Jain)
Deputy Project Director (Tech.)
MPUDCL

No. PMU/KfW/2022/687 Bhopal Dated:24/01/2022

Copy to:

1. Managing Director, MPUDCL for information.
2. Engineer-In-Chief, MPUDCL, Bhopal for information.
3. Financial Controller, MPUDCL, Bhopal for information.
4. Chief Engineer, Planning and budget (State Registration Officer), Office of Engineer-in-Chief, PWD, Nirman Bhawan, Arera Hills, Bhopal for information.
5. Project Manager-PIU, Hoshangabad for information and necessary action.
6. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action.

24.1.2022

(P.C Jain)
Deputy Project Director (Tech.)
MPUDCL

Amarkantak Bhawan, Press Complex, Zone-1, M.P. Nagar, Bhopal-462004 Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpusipblp@gmail.com

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)
(Department of Urban Development and Housing, Government of Madhya Pradesh)
Project Management Unit

No./PMU/ENGG/2022/ 2154 Bhopal, Dated...08./03/2022

To,

Executive Vice President,
M/S Tahal Consulting Engineers Pvt. Ltd
Plot No. 34, Phase 2, 2nd Floor
Sector 44, Industrial Area
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: Hearing scheduled on 14.03.2022 at 12:30 PM regarding show cause notice for blacklisting due to Slow Progress of Sewerage Project of Hoshangabad, Barwani and Sendhwa.

Ref: 1. Letter no. PMU/KfW/2022/686 Bhopal, Dated.24.01.2022 (Barwani)
2. Letter no. PMU/KfW/2022/688 Bhopal, Dated.24.01.2022 (Hoshangabad)
3. Letter no. PMU/KfW/2022/690 Bhopal, Dated.24.01.2022 (Sendhwa)
4. Contractors letter no. 0246 Dated. 07.02.2022
5. Contractor letter no. 0247 Dated 07.02.2022

Hearing regarding show cause notice for blacklisting due to Slow Progress of Sewerage Project of **Hoshangabad, Barwani and Sendhwa** has been scheduled on **14-03-2022.**

You are hereby directed to attend the hearing on the **14-03-2022** in MPUDC office at **12:30 PM**. Failure to attend the hearing on the scheduled date shall result in taking of the decision regarding blacklisting on the basis of already available records.

You are directed to submit (a) town wise physical progress achieved in accordance to the extension granted after mutual consent (b) the achievement of self committed financial targets for the project.

Please note that you are required to furnish abovementioned information on or before **14-03-2022.**

8.3.2022
(P.C Jain)
Deputy Project Director (T)
MPUDC

No./PMU/ENGG/2022/ 2155 Bhopal, Dated..08./03/2022

Copy to:

1. Concerned Project Manager, PIU, MPUDCL.
2. Team Leader, PMC MPUSEP, M/S GITEC Bhopal

8.3.2022
Deputy Project Director (T)
MPUDC

Amarkantak Bhawan, Press Complex, Zone-I, M.P. Nagar, Bhopal-462004
Phone: 2763060,61,62 Fax: +91 755-2763868 E mail: mpusipbpl@gmail.com

Slippage - 04/05/22

Madhya Pradesh Urban Development Company Limited

Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 3868 /MPUDC/PMU/ Bhopal, 02.05.2022
4/5/2022

To,

By MAIL
SAEE DMST

M/s Tahal Consulting Engineers Limited
Plot No. 34, Phase – 2, 2nd Floor, Sector – 44,
Institutional Area,
Gurgaon – 122003
(Haryana)

Sub: MPUSEP - Barwani Sewerage Project - Package 02 -Regarding Slippage in Financial Progress against required target up to April`22.

Kindly be advised that, the revised work program was discussed and finalized in November 2021 including the financial progress.

However, it has been observed that in spite of giving regular instructions during various review meetings, neither the financial progress nor the physical progress has improved within project time frame.

Please note that your actual Financial Progress of **8.9%** up to end of April`2022 is way below the agreed target of **44%** and your Financial Slippage is **99%.**

Kindly provide clarification in writing for this massive difference between the actual and required Financial Progress. You are now required to expedite work within three months, because as per your commitment the physical completion time is 31st July`2022 and you are required to give about **20%** physical progress per month. And financially you have taken bills of **Rs.8.21 Cr** inclusive GST so far.

About **Rs.82.67 Cr** inclusive GST (after deducting 10% amount for trail run) is the total amount of work to be done, hence you are now required to do **Rs.74.46 Cr** work within three month i.e **Rs.24.82 Cr** per month

Your prompt response is required.

2.5.2022
Dy.ProjectDirector (T)
MPUDC, Bhopal

Encl.: As above

04/05/2022

No. 3869/MPUDC/PMU/
Copy to:
1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU –Khargone for information & necessary action.
3. Team Leader, PMC- GITEC for information & necessary action.

2.5.2022

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4105 Bhopal Dated: 10/05/2022

To,

Executive Vice President,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Pkg 2- Regarding MOM held on 14-03-2022.

Ref: 1. Agreement dated 29-09-2018
2. Your letter no. TCEL/2021-22/MPUDC/BAR/PKG-2/0284 dated 29-03-2022

Vide reference no. 2, you have mentioned some points which you believe are important to incorporate in MOM dated 14-03-2022 issued vide letter no. 2705/MPUDC/PMU/2022 dated 28-03-2022. For your reference, find below the opinion of MPUDC on your referred points:

1. Regarding payment method of Manholes:

a. This matter has been clarified numerous times to you that there is no fault in MPUDC's payment method of Manholes and payment is being made on the rates quoted in your bid for the project. Addressing the same issues repeatedly won't change the fact. The payment methodology is same for rest of the projects of MPUDC and you being discontent with it is only your denial in accepting the facts.

b. As per clause 1.2 of "Preamble to the price schedule" of contract, it was presumed by MPUDC, that you have ascertain the full scope of the requirements of the Contract included in each item prior to filling in the prices and the entered prices by you are deemed to include the full scope of item including overheads and your profits. It was presumed that you were also ascertain and very much clear about the scope of each and every item as per clause 1.3 of "Preamble to the price schedule" of contract.

c. Clause 2.1 of "Preamble to the price schedule" of contract clearly states that price as filled during bid submission shall be fixed and firm for the duration of the contract. Hence, the price of Manholes quotes by you are taken as it is for the measurement and subsequent payment.

Your statement that MPUDC is continuously denying the clear understanding of contract language regarding payment method of manholes and attributing your company's losses to MPUDC is completely wrong and distortion of reality and facts.

2. Regarding STP Land:

Agreed that the HT lines passing over STP land was removed in December' 2020. However, more than 17 months have been elapsed since December'2020 and you have achieved **85%** progress on STP against the **94%** as per work-plan approved in **November -2021** (Revised targets after one year of land handover) with a slippage of **9%** and so far you have not submitted your Vendor GA, QAP, data-sheet etc. for approval which shall take minimum three months in manufacturing and providing at site while your completion time period for physical work as per your given program is June'22.

It was also instructed to start and expedite the work on IPS, Pipe laying and Hydro-testing etc which should have been completed by now but the progress achieved by you on these fronts are also

disappointing even today. It is evident that IPSs land was made available to you in early stage only and site was free of any sort of hindrance, but work on these component is still pending, which is totally attributable to your sluggish deployment of resources on site and your lack of will to complete the project in stipulated time. Instead of unnecessarily and illogically blaming MPUDC for the delay, you are required to deploy more resources on site to execute the work and meet up to the milestones as per approved work plan.

3. Regarding excavation in Hard rock:

Not agree with this point. Hard-rock can not be called as hindrance. It is a type of strata which is available from starting and even well before bidding and during exploration of bore hole, it definitely was encountered. As per norms, it is your responsibility to decide methodology to break and do the work but due to want of this, work cannot be stopped. If you want blasting, it shall depend on the area where blasting can be done or not with due permission of administration. Actually, this exercise should be done by you well before about three years back because all sites of network was clear. In this case, nothing should be discussed. It is your matter to decide the methodology and discuss with PMC as well as PIU.

4. Regarding Installation of Barricading:

It is related with safety aspect and shall depend on what type and where barricades are required as per agreement. It is basically covered in ESHS and very much defined in agreement. Yes, this matter was discussed by you, but it was asked and also discussed in17th April visit of site of undersign that it is totally site related matter and as per requirement, barricading shall be done and paid accordingly, if within norms.

You are required to avoid making illogical excuses and plea and expedite the progress on site with full swing by deploying more resources, materials and manpower as per work plan to meet the targeted monthly physical and financial progress and also to make up to the previous delay.

10.5.2022

(P. C. Jain)
Dy. Project Director (Tech.)
MPUDCL

No. PMU/KfW/2022/ 4106 Bhopal Dated: 10/05/2022

Copy to:
1. Project Manager-PIU, Khargone for information.
2. Team leader-PMC, MPUSEP for information.

10.5.2022

Dy. Project Director (Tech.)
MPUDCL

Notice of termination 11/5/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone I, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4164 Bhopal Dated: 11 /05/2022

To,

Chief Executive Officer,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Subject: – MPUSEP Package-2-Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and maintain the built System for 10 year- Final notice of Termination of Contract.

Ref.:-

1. LOA No. PMU/KfW/2018/4363, Bhopal, Dated: - 07-09-2018 (Barwani)
2. Agreement dated. 29.09.2018
3. This office letter no. 2324 dated 17-03-2020
4. This office letter no. 9024 dated 04-10-2021
5. This office letter no. 9622 dated 26-10-2021
6. This office letter no. 10106 dated 12-11-2021 (Financial targets)
7. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
8. This office letter no. 480 dated 19-01-2022
9. This office letter no. 686 dated 24-01-2022 (Notice of blacklisting-Barwani)
10. This office letter no. 1512 dated 15-02-2022
11. This office letter no. 2154 dated 08-03-2022 (Call for hearing)
12. Minutes of hearing dated 14-03-2022 issued vide 2705 dated 28-03-2022
13. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022 (PS Review Meeting)
14. This office order no. 3759 dated 29-04-2022 (Order of Blacklisting)

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Barwani Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Barwani was issued to you on 07.09.2018 vide reference no. 1 and contract for the project was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of project was extended till 28.09.2021 and thereafter till 28.09.2022 as per your request with conditions to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones. The status of progress of the project is tabulated below:

S. No	Work	Date of Commencement	Scheduled date of completion	Extended date of completion	Time Elapsed (Days)	Physical Progress as on	
						01.01.2021	30.04.2022
1	Barwani Sewerage Project	29.09.2018	28.09.2020	28.09.2022	1310	10%	39%

It is evident that the progress of works of all the above-mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by PIUs, PMU and PMC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Principal secretary, GoMP, Urban Development and Housing department, during the project review meeting held on 13-04-2022 has also expressed his disappointment and has instructed to initiate appropriate action as per contractual terms.

Several notices were issued by this office but you have failed to abide by the stipulated timeline provided for completion of design and build stage but you have persistently failed to carry out the Services in accordance with the Contract and have neglected to carry out your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. This reflects your negligence and non-professional attitude towards the project.

Please note that non achievement of milestones amounts to breach of contractual obligations, hence as per clause 11.2.3 (2) of GCC of Contract, you are given **30 days'** time, instead of 14 days, from the date of issue of this notice to expedite the progress and make up-to the previous delays/defaults which shall include the overall components including sewerage network, manholes, hydrotesting in sections as per norms, HSCs survey as well as connection, backfilling and road restoration apart from other structures in physical and financial terms.

If you fail to provide satisfactory reply and remain unable to show proportionate progress on all the work front within 30 days, it will be presumed that, you have nothing to say further in this matter in your support, and appropriate action in accordance with terms of contract document may be initiated against you without making any further reference in this regard.

Please acknowledge the receipt of this letter.

(Deepak Ratnawat)
Engineer in Chief
MPUDC

Endt.No.PMU/KfW/2022/ 4165 **Bhopal Dated:** 11/05/2022

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical) , MPUDC, Bhopal for information.
4. Mr Lucas Maes, Project Portfolio Manager, KfW Bank, Germany for information.
5. Project Manager, PIU Khargone, MPUDC.
6. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action to measure the daily, weekly, fortnightly and monthly progress.
7. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information and necessary action and with direction to cope up the progress physically as well as financially.

Engineer in Chief
MPUDC

Manhole issue ENC
Letter - 11/5/22

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)

(Department of Urban Development and Housing, Government of Madhya Pradesh)

No. MPUDCL/PMU/2022/ 4169, Bhopal: Dated 11/05/2022

To,

Executive Vice President
M:s Tahal Consulting Engineers Pvt. Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Industrial Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Pkg 1,2 and 3 – Regarding Manhole rate/measurement issue.

Ref: 1. Agreement dated 29.09.2018
2. Your letter no. TCEL/2022-23/MPUDC/HOS/PKG-1/0027 dated 28.04.2022
3. Your letter no. TCEL/2022-23/MPUDC/BAR/PKG-2/0024 dated 28.04.2022
4. Your letter no. TCEL/2022-23/MPUDC/SEN/PKG-3/0022 dated 28.04.2022

This is in reference to the letters cited above vide which you have invoked the dispute resolution Clause 1.6.1 of GCC of the contract agreement **(Copy enclosed).** In this regard it is to inform you that as per clause 1.6.1 provides that if any dispute arises between the parties the same shall be resolved through mutual consultation and if parties fail to resolve such a dispute or difference by mutual consultation, the dispute shall be referred to the Adjudicator by either party. Vide order dated 16.04.2022 of this office a Committee has been constituted for amicable settlement of dispute resolution **(Copy enclosed).**

In view of the above, you are requested to follow the procedure provided in Clause 1.6.1 "Settlement of Dispute" of the contract agreement and the place the matter for amicable settlement before Committee.

(Deepak Ratnawat)
Engineer- in- Chief
MPUDCL
Bhopal: Dated 11/05/2022

No. MPUDCL/PMU/2022/ 4170,

Copy to:

1. Deputy Project Director (T-1) MPUDCL, for information please.
2. Project Manager- PIU, Hoshangabad for information.
3. Project Manager- PIU, Khargone for information.
4. Team Leader- PMC, MPUSEP for information.

Engineer –in- Chief
MPUDCL

ENC letter
Slippage of target
21/5/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: +91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 4771, Bhopal Dated: 31/05/2022

To,

Chief Executive Officer,
M/s Tahal Consulting Engineers Pvt Ltd.,
Plot No. 34, Phase 2, 2nd Floor,
Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package 02- Barwani- **Slippage of targets.**

Ref: 1. Agreement dated 29-09-2018.
2. This office letter no. 267 dated 08-01-2021
3. Your letter no. TCEL/2021-22/MPUDC/BAR/PKG-2/284 dated 29-03-2022
4. Your letter no. TCEL/2021-22/MPUDC/BAR/PKG-2/0024 dated 28-04-2022
5. Your letter no. TCEL/2021-22/MPUDC/BAR/PKG-2/0031 dated 04-05-2022
6. Your letter no. TCEL/2021-22/MPUDC/BAR/PKG-2/0034 dated 10-05-2022
7. This office letter no. 4043 dated 09-05-2022
8. This office letter no. 4105 dated 10-05-2022
9. This office letter no. 4107 dated 10-05-2022
10. This office letter no. 4169 dated 11-05-2022
11. Letter no. 1201 dated 25-05-2022 of the Project Manager, PIU, Khargone

With reference to ref no. 6, it is to be informed that all your concerns raised in the referred letter have already been replied several times previously. As far as, the issues raised by you in the aforesaid letter, are concerned, the reply is as under:-

A. Non Payment of manholes as per clear understanding of contract considering "Ad-on" method:-

MPUDC vide its letter at reference no. 2 (Refer S.no. 2.4.2. of Annexure of the said letter) had very explicitly informed that there is no misunderstanding at MPUDC 's side as far as the item of manhole is concerned. This had been a topic of discussion from your side but the views of MPUDC have never changed. You are also requested to refer letter at ref. no. 10 vide which you have already been advised in reference to your letter at ref. no. 4 under the same subject. Please note that the payments made are strictly in accordance to the contract's provision only.

B. Encountering of very hard basalt rock-

In this reference, you are requested to refer clause 3.5 of Article 3 of GCC of the contract. The clause 3.5 (2) categorically states that the "Contractor shall be deemed to have inspected and examined the site, it's surrounding, the site information and other available information, and to have satisfied itself before entering into the contract, as to, (b) the applicable hydrological, hydro-geological and climatic conditions.

You should also refer clause 3.5 (3) which says "Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances that may influence or affect the performance of its obligation under the contract.

In this reference, you are also requested to refer letter at ref no 11 regarding Package 3 (Sendhwa Sewerage Project) since the matter and the contract conditions are same, it is applicable for Barwani sewerage project also. You are also requested to refer letter no. 4105 dated 10-05-2022 of this office.

With reference to your letter no. 0031 dated 04-05-2022 addressed to PM-PIU, Khargone regarding encountering hard rocks needing blasting, this is important that this issue could have been raised by you in the pre-bid meeting which you did not. You did not even raised this issued after Geo-technical investigations done in early 2019.

It is also important to note that the land for sewage network was available since the beginning of the contract. However, it is a matter of serious concern that only 33KM i.e., 24% of network is laid in last 4 years. This is a clear indication of your sincerity towards the completion of project.

C. Delay in clearing of bills and deduction of highest order from recent bills-

In this reference, sub-clause (D) of Section 2- Payment Procedures, Appendix-2 provides for a 45 days period for payment of invoices. Your last 6 bills, i.e., RA bill no. 9 to 14 have been paid within a period of 25-44 days. Therefore, delays in payment is not visible. Regarding deductions, please note that legitimate deductions within the contract only, are being made. Delay in works lead to liquidated damages. It is observed that the deductions in case of Barwani includes Retention money, Labour cess, TDS and LD which are legitimate deductions. Therefore, the phrase "deduction of highest order" is absolutely unfound.

Delay in submission of tax invoice by you is one of the reasons for delay in payments, even after approval.

As far as the other issues stated in your letter reference no. 0034 dated 10-05-2022 are concerned, following is the reply of MPUDC:

1. The matters pertaining to road restoration were resolved in January 2021 and variation accepted in April'2021. However, the progress of network laying is dismal.
2. The progress at STP is also not satisfactory since the work is in progress since last 1.5 years approximately. Site of IPS were handed over to you more than 2 years back, but almost negligible work could be done here.
3. Variations in the contract have to be resolved in accordance to the article 10 of GCC of the agreement. However, this does not absolve the contractor from performing its duties and the contractor is bound to perform.
4. As per your version, all lands were handed over to you in Feb'2020/December'2020. However, in case of Barwani, you almost left the project abandoned for almost one year without any visible progress on site. You have persistently failed to carry out services in accordance to contract or have neglected your obligations, despite repeated reminders.
5. Regarding your request for appointment of adjudicator received vide ref no. 4, the procedure along with the copy of the list of adjudicators, has been informed to you vide ref no. 10.

It is also important that notice of termination has already been issued vide letter no. 4164 dt 11/05/2022. In view of the above & the aforesaid notice, you are advised to perform and complete the work as per the work programme given by you.
Encl: - As above.

(Deepak Ratnawat)
Engineer In Chief
MPUDCL, Bhopal

No. PMU/KfW/2022/ 4772,
Bhopal Dated: 31/05/2022

Copy to:

1. Project Manager-PIU, Khargone MPUDC for information .
2. Team Leader, PMC, MPUSEP for information & necessary action.
3. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd., Barwani for compliance.

Engineer In Chief
MPUDCL, Bhopal

Inspection Note – 04/06/22

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

No. 4843/MPUDC/PMU/ Bhopal Dated 1/6/2022

INSPECTION NOTE

Inspection Note of Site Visit of Barwani Sewerage Project.

Undersign had visited the Barwani Sewerage Project site on dated 17.04.2022 along with all PIU, PMC & Contractor's official. The inspection report is as follows:

1) **MPS & STP:-** During inspection at very few structures work was running. It was instructed to expedite and complete the balance work and bring Electrical, Mechanic, Instrumentation equipment to complete overall work. Lab was also inspected and found that there was no qualified Engineer in lab and told by Project Manager that he was on leave. It was instructed to do quality control properly and maintain all record as per norms and in the absence of regular lab Engineer put other Engineer so that work should not suffer.

2) **IPS-1 :-** Site of IPS-1 was visited but no work was going on. It was in depression from road level hence it was instructed to check the HFL so that there should be no problem in rain and instruct to expedite the work & complete.

3) **IPS-2:-** No work was going on at site and only excavation work was done. When asked that why work was not running then replied that due to problem of material specially Cement and Steel work not running from last one month & it was being arranged. The excavation was having water at bottom hence instructed to contractor to check the design whether uplift is being considered or not & if not the see & check it before execution & work.

4) **Pipe line work:-** No pipe line work was shown by the contractor & at the time of inspection it was found that almost negligible work was going on in pipe line work. Nalla crossing at various places seen & discussed with Project Manager & instructed to lay pipe below Nalla bed as far as possible otherwise it will damage during rain, hence check it properly before laying & if changes can be made technically then do it accordingly.

- Store was also checked and found that there was only about 4 Km. of different size DWC pipe while the contractor has yet to lay about 97 Km. more line, hence instructed to do the material management for at least 3 months as per laying 15 Km. per month and other material also in order to complete the work up to August 2022.
- When discussion regarding planning of balance 97 Km. pipe line, manhole construction, balance hydro testing of about 31 Km., road restoration, HSC internal properly survey & HSC was done then it was replied by contractor official that they are managing the material

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Management Unit
(CIN No. U75110MP2015SGC034139)

and increase the manpower about 150 up to 25 Aril and about 250 up to 15th May and expedite the work also.

- It was instructed to contractor official arrange all material for at least three months, increase manpower min 300 and do work of sewer line laying at about 10 fronts with min 15 Km. laying per month, do bedding with proper testing as per norms, construct manhole, hydro test, fill, restore, road do internal properly survey for HSC, HSC parallally and complete work in time and cover 100% area with sewerage network as per agreement.

31.5.2022
(P.C. Jain)
Dy. Project Director (T)
MPUDC

No.4844/MPUDC/PMU/ Bhopal Dated 1/6/2022

Copy to:

1. Engineer-in-Chief, MPUDC for information.
2. Project Manager PIU, Khargone for information & necessary action.
3. Team Leader, PMC for MPUSEP, Bhopal for information & necessary action.
4. RE, PMC Barwani for information & necessary action.
5. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd, Plot No. 34, Phase-2, 2nd floor, Institutional Area Gurgaon – 122003, Haryana for information and necessary action.
6. Steno to file one copy.

31.5.2022
Dy. Project Director (T)
MPUDC

MPUSEP	
Correspondence Received by PMC / AMC	
Received by	Mail
Received at	Mail
Dt.	01/06/2022
Time	01:32 PM
Registration nr. 2280	Copy & enclosures to TL/PMC for action
GITEC Consortium - PMC / AMC	

Response (Notice of termination)
5/7/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: khhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 5993 **Bhopal Dated:** 05 **/07/2022**

To,

Chief Executive Officer/Executive Vice President,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package-2 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and maintain the built System for 10 year- **Response to your letter dated 06-06-2022 against notice of termination.**

Ref.: -

1. LOA No. PMU/KfW/2018/4363, Bhopal, Dated: - 07-09-2018
2. Agreement dated. 29.09.2018
3. This office letter no. 2324 dated 17-03-2020
4. This office letter no. 267 dated 8-01-2021
5. This office letter no. 9024 dated 04-10-2021
6. This office letter no. 9622 dated 26-10-2021
7. This office letter no. 10106 dated 12-11-2021
8. This office letter no. 11336 dated 20-12-2021
9. This office letter no. 11636 dated 29-12-2021
10. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
11. This office letter no. 480 dated 19-01-2022
12. This office letter no. 686 dated 24-01-2022
13. Your letter no. 246 dated 7-02-22
14. This office letter no. 1512 dated 15-02-2022
15. Minutes of meeting dated 05-02-2022 issued vide 1731 dated 22-02-2022
16. This office letter no. 2154 dated 08-03-2022
17. Minutes of hearing dated 14-03-2022 issued vide 2705 dated 28-03-2022
18. Your letter no. 284 dated 29-03-2022
19. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022
20. This office order no. 3759 dated 29-04-2022
21. This office letter no. 4162 dated 11-05-2022
22. This office letter no. 4796 dated 31-05-2022
23. Your letter no. TCEL/2022-23/MPUIDC/BAR/PKG-2/0054 dated 06-06-2022

This is in reference to your letter no. TCEL/2022-23/MPUIDC/BAR/PKG-2/0054 dated 06-06-2022, vide which you have responded to the notice of termination issued by this office vide reference no. 21. Reply to the aforementioned letter is as under:

1. Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Barwani Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Barwani was issued to you on 07.09.2018 vide reference no. 1 and contract for the package was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of the project was extended till 28.09.2021 and thereafter till 28.09.2022 (the date mentioned in your letter is 31-12-2022, which is incorrect) as per your request with conditions to impose

liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

2. Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you failed again and again and could not even achieve the revised milestones as per the work plan agreed in November 2021. In the review meeting dated 13-04-2022, (ref no. 19), you agreed to show adequate progress in 2 months' time. However, since you failed to deploy adequate 3Ms even. ***Notice for Termination*** issued vide letter at Ref No. 21.

Evidently, you failed to achieve any milestone or noticeable progress, and even could not deploy sufficient manpower and not procured sufficient material for work. Thus, you are in breach of contract and the GCC clause 11.2.3(2) (c)(d) applies in this case.

Reply to various matters raised in your letter at ref No. 23 is as under:

1 **Delay in handing over of encumbrance free land and fulfilment of conditions precedent:**

1.1 **STP land:** The land for STP was handed over to you in November, 2019 i.e. 2 years and 7 months ago, and HT lines passing through it was removed in December 2020, i.e. about 1 year and 6 months back, however, the civil work progress on this component is appx. 70% which is significantly unjustified compared to the time elapsed. As per the work plan finalized in November-2021, the progress of civil works should be 97% which you have not achieved due to your sluggish performance.

Your attention is drawn to clause 3.5 of GCC of the agreement - Site information and Investigation. Refer clause 3.5(4) which very categorically states that *"To the extent the contractor did not make any of the interpretations, investigations or examinations, or did not satisfy itself, or did not obtain any such information as called for in this section GC Section 3.5, the contractor represents and warrants that is willing to assume and does hereby assume responsibility for any and all loss and damage from any cause whatsoever which the contractor's interpretations, investigations, examinations and obtaining information may have avoided and* ***agrees to indemnify the owner from all risk thereof and from conditions arising or developing in the course of performing the Services*** *which may make the performance of the Services more onerous and more expensive to fulfil or perform than was contemplated on the Effective Date."*

M/s Tahal has been finding excuses to hide its negligence and non-performance.

1.2 IPS-1 and IPS-2: Land for IPS-1 and IPS-2 was handed over to you in February 2020 i.e. about 2 years and 4 months ago. The progress of civil works at IPS-1 is 80% against the target of 100% whereas almost negligible work has been done in IPS-2 against the target of 87.14% as per the November-2021 work schedule. Evidently, your performance in these components is also miserable.

1.3 Conditions Precedent: Please note that M/s Tahal has failed to perform and deliver milestones agreed in the work plan finalized in November 2021. While the overall lands for IPS, STP and MPS were made available, M/s Tahal did not make progress (agreed in the Workplan November 2021) in IPS-01, IPS-02, STP, MPS and sewerage network for which site was clear since the day of signing of the contract. M/s Tahal could have easily laid the Sewerage network, however, laying of only 35.22 km network out of 129 km in a period of 3 years and 9 months itself is the evidence of ignorance and non-commitment of M/s Tahal.

1.4 The above facts very clearly state that M/s Tahal failed to fulfil its own workplan and meet milestones committed by itself in November 2021 despite lands for all the components was available.

2 **Change of Scope and amendments of BoQs without following the specified procedure**

2.1 Pipe Bedding: While depicting the BoQ, M/s Tahal is hiding the provisions of Volume 3- Technical Specifications- Preamble (a) and Section 8.1- Lowering, Laying and jointing of Pipes which categorically define and explain the Construction of backfill envelope & final back-filling of the trenches. MPUDC's directions are in accordance to these provisions of the contract which the contractor is bound to fulfill.

It is also important here that BoQ of this contract has the provision for bedding in network. In case of any other requirement as per site conditions, M/s Tahal should have submitted proposal variation proposal as per the contract provisions which you did not do. M/s Tahal is further hiding the amendment in this section issued vide letter No. 1425 dated 19-02-2020 and then further amended vide letter No. 9607 Dated 25-10-2021. In fact, it is M/s Tahal who is continuously trying to escape from its responsibility of adhering to the technical standards laid down in the contract and has been now & then requesting deviations from the technical specifications. Please note again that adhering to the technical specifications is essential responsibility of the contractor.

In view of the above, M/s Tahal's statement that MPUDC is not responding to M/s Tahal's request regarding pipe bedding, is mischievous. M/s Tahal could have moved in accordance to the provisions of the agreement for dispute resolution which you did not opt for.

2.2 **Manhole**: M/s Tahal failed to understand the provisions of bid and did not even tried to seek any clarification on manholes during the bidding process. In fact, M/s Tahal did neither participated in pre-bid meeting nor sought any clarifications. While all other bidders were clear about the provision of manholes, it is M/s Tahal only who actually won the bid on the basis of rates quoted by itself, who is now raising the issue of ambiguity in manhole rates despite admitting the mistake in various meetings. It is important here that the Letter of Acceptance issued to M/s Tahal clearly mentioned the Design-Build cost and M/s Tahal did not raise any objection to the LoA and further signed the agreement without any question on the cost of manholes and the total Design-Build Cost. Now that M/s Tahal has failed to deliver because of its own financial and administrative constraints and is raising this issue again and again despite being replied several times. This is neither ethical nor within the spirit of contract provisions and hence, is not acceptable. This was informed vide reference no. 4 that your request regarding manholes rates cannot be entertained. Hence, it is M/s Tahal's duty to follow the norms of agreement instead of making excuses.

In fact, it is M/s Tahal who has failed to understand its own mistake and is deviate the attention from its failure to deliver the services.

2.3 **M-20 and M-30 concrete:** While you agree that the rates for M-20 and M-30 CC pavement were accepted in May, 2021, in fact, it was cleared in January-2021, it is a matter of concern that in last one year M/s Tahal has laid only 35.22 km pipeline. Road restoration of approximately 32 km out of 35.22 km laid network, is still left. M/s Tahal failed to carry out hydrotesting of the laid pipelines as only 1.91 KM of already laid 35.22 KM is hydrotested i.e. approximately only 5%.

2.4 In case of delays in decision, M/s Tahal had the provision of dispute resolution within the contract but instead of following the provisions of the contract, M/s Tahal opted to abandon the project and did not perform its obligations in the contract.

3 Delay in approving invoices and making payments

Payment conditions have already been given in the contract. M/s Tahal did not submit invoices in accordance to the provisions of the agreement and raised invoices of the works which were not done on site in accordance to the technical specifications. Payment of sub-standard quality works is neither advisable nor admissible. Raising invoice for Door-to-Door survey, designs etc without completing and submitting as per the requirement of Volume 3- Technical Specifications of the contract, is one of such examples.

M/s Tahal also failed to rectify the Defects notified in the works. Please note that payments for defective works cannot be processed while M/s Tahal claimed invoice for such defective works as well. Submission of incorrect and deceptive invoices by you, is a major concern for us. It is also observed that M/s Tahal does not submit tax invoice with the invoice which is a mandatory requirement for the payment.

4 Delay in Approving Design and Drawings

As per the provisions of the contract, M/s Tahal is required to submit all designs and drawings within four months of signing the contract. Even if four months are counted from handing over of the land for specific component, M/s Tahal failed to perform and could not submit 100% designs and drawings even till date. 100% drawing and design involves the submissions starting from site reconnaissance, layout, soil investigation, BEP, HFD, Mechanical GA, Civil GA, Structural design and drawing, Vendor GA of all electrical, mechanical, instrumentation, SCADA, QAP and technical data sheet which M/s Tahal has not submitted so far in totality after elapse of about 4 years. Final drawings and design means VETTED and approved copies including submission of soft and hard copies.

M/s Tahal submitted sub-standard designs and drawings without adhering to the technical specifications of the contract. M/s Tahal failed to decide vendors for mechanical and electrical parts of STP and IPS which are essential to finalize the Civil Designs. Approval of sub-standard and incomplete designs and drawings is not possible.

5 Force Majeure event – Covid 19

An extension of 2 years with effect from 28-09-2020 has been provided to M/s Tahal which includes 3 months for Covid-19 as well. While works in most of the contracts under MPUDC were in progress, it is only M/s Tahal who is having the excuse of non-availability of labour. Records of last one year about the deployment of labour clearly indicate that on an average 87 labour per day were deployed by M/s Tahal against an actual requirement of 307 per day. This very clearly indicates that M/s Tahal has failed and is unable to provide sufficient labour, material and services on site and hence, it is a breach of contract causing applicability of GCC clause 11.2.3(2). The same applies on material procurement, only 35.33 KM (27.3%) out of 129 KM pipe has been procured so far, while at this stage, sewerage network work should have been completed.

6 Delays due to work stoppages and other unforeseen physical conditions

The Election Code of Conduct does not apply to the contracts already in progress. The contract for Barwani Sewerage project was signed on 29-09-2018 i.e. much before the enforcement of Election Code of Conduct in November 2018 and April, 2019. Therefore, this is a mere excuse to hide non-

performance and failure of M/s Tahal to deliver. There are no such evidences that local leaders interfered and stopped works. Elected representatives of Urban Local Body and Honourable MLA of the town are within their rights to show their dissatisfaction if they find any sub-standard work.

7 **Acceptability of your letter no. TCEL/2022-23/MPUDC/BAR/PKG-2/0054 dated June 06, 2022 to MPUDC**

In the reference of encountering of hard basalt rock during excavation of network pipe, you are requested to refer clause 3.5 of Article 3 of GCC of the contract. The clause 3.5 (2) categorically states that the "Contractor shall be deemed to have inspected and examined the site, it's surrounding, the site information and other available information, and to have satisfied itself before entering into the contract, as to, (h) the applicable hydrological, hydro-geological and climatic conditions.

You should also refer clause 3.5 (3) which says "Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances that may influence or affect the performance of its obligation under the contract.

In this reference, you are also requested to refer letter No. 1201 dated 25-05-2022 of the Project Manager, PIU, Khargone regarding Package 3 (Sendhwa Sewerage Project) since the matter and the contract conditions are same, it is applicable for Barwani sewerage project also. You are also requested to refer letter no. 4105 dated 10-05-2022 of this office.

With reference to your letter no. 0031 dated 04-05-2022 addressed to PM-PIU, Khargone regarding encountering hard rocks needing blasting, this is important that this issue could have been raised by you in the pre-bid meeting which you did not. You did not even raised this issued after Geo-technical investigations done in early 2019.

M/s Tahal, despite repeated notices, never deploy sufficient manpower & machinery, nor had sufficient material on site to meet out the requirement of works. Present status of deployment is grim as well. The progress of last one month and progress after finalization of latest work plan i.e. from 1st December-2021 till date is attached as Annexure-A.

Progress of works is extremely slow and not rational w.r.t. time elapsed after November, 2021 compared to the work plan agreed in November 2021. Despite repeated instructions, reminders, review meetings and total cooperation extended by MPUDC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

You persistently failed to carry out the Services in accordance with the Contract and have neglected to fulfil your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. Despite repeated oral & written reminders, you did not make noticeable progress at Sewerage network, STP and MPS and IPS-1 and even did not start any work at IPS-2.

M/s Tahal, in its present letter have accepted that all lands are available and have been handed over to you between March 2019 to December 2020, however, you could not explain and provide valid reasons for non-achievement of milestones of STP, IPS-01, IPS-02, MPS and sluggish progress of sewage network and HSC. Deployment of very low manpower and machinery on site does not support your claim of mobilization of sufficient resources.

In view of the above, it is evident that the facts stated in your letter dated 6-06-2022 are insufficient to explain your inability to deliver the services and meet the milestones agreed in work plan-November 2021. All the historical events stated in your letter dt 06-06-2022 are prior to November 2021 and hence, are not acceptable as a valid reason for the non-achievement of milestones agreed in Work Plan agreed with you in November 2021. Please note that non achievement of milestones amounts to breach of contractual obligations.

(Deepak Ratnawat)
Engineer in Chief, MPUDCL

No. PMU/KfW/2022/ 5934 **Bhopal Dated: 05 /07/2022**

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical), MPUDC, Bhopal for information.
4. Finance Controller, MPUDC for information
5. Project Manager, PIU Khargone, MPUDC for information
6. Chief Municipal Officer, Nagar Palika, Barwani for information
7. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action.
8. Project Manager, M/s TCEL, Barwani for information
9. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information.

Engineer in Chief
MPUDCL

Revised workplan - 15/02/22

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 1512 Bhopal Dated: 15/02/2022

To,

Project Manager
Project Implementation Unit,
MPUDC, Hoshangabad

Sub: MPUSEP Package 01,02 & 03- **Regarding revised work plan of Hoshangabad, Barwani and Sendhwa Sewerage project.**

Ref: 1. M/s Tahal unreferenced E-mail dated 8-02-2022
2. Your submitted work plan dt Nov. 21. (Revised)

Vide reference no. 1, M/s Tahal has submitted revised work plan for Hoshangabad, Barwani and Sendhwa Sewerage project. Upon perusal, it is found that the completion time in work plan is exceeding beyond the extended project completion date which is as mentioned below.

1. Hoshangabad Sewerage Project- 28-11-2022
2. Barwani and Sendhwa Sewerage Project- 29-09-2022

Contractor is required to submit the revised work plan to complete the project within the project completion date and deploy required manpower and resources at site to achieve the physical and financial targets. The above time is inclusive of 3 months trial run.

Encl: As above.

15.2.2022
(P. C. Jain)
Dy. Project Director (Tech.)

No. PMU/KfW/2022/ 1513 Bhopal Dated: 15/02/2022

Copy to: 1. Team leader-PMC, MPUSEP for information and necessary action.
2. Executive Vice President, M/s Tahal Consulting Engineers Pvt. Ltd., Plot No. 34, Phase 2, 2nd Floor, Sector 44, Industrial Area, Gurugram, Haryana – 122003 for information and compliance, MpProjects@tahal.com.
3. Project Manager, M/s Tahal Consulting Engineers Pvt. Ltd., Hoshangabad for compliance.

15.2.2022
Dy. Project Director (Tech.)

Termination -11/7/22

Madhya Pradesh Urban Development Co. Ltd.

(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor Amarkantak Bhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2022/ 6158 **Bhopal Dated: 11 /07/2022**

To,

Chief Executive Officer/Executive Vice President,
M/s Tahal Consulting Engineers Ltd
Plot No. 34, Phase 2, 2nd Floor, Sector 44, Institutional Area,
Gurugram, Haryana – 122003
MpProjects@tahal.com

Sub: MPUSEP Package-2 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and maintain the built System for 10 year- **Termination of Contract. (Under clause 11.2.3 (2) of Contract)**

Ref.: -

1. LOA No. PMU/KfW/2018/4363, Bhopal, Dated: - 07-09-2018
2. Agreement dated, 29.09.2018
3. This office letter no. 2324 dated 17-03-2020
4. This office letter no. 267 dated 8-01-2021
5. This office letter no. 9024 dated 04-10-2021
6. This office letter no. 9622 dated 26-10-2021
7. This office letter no. 10106 dated 12-11-2021
8. This office letter no. 11336 dated 20-12-2021
9. This office letter no. 11636 dated 29-12-2021
10. Minutes of meeting dated 03-01-2022 issued vide 392 dated 17-01-2022
11. This office letter no. 480 dated 19-01-2022
12. This office letter no. 686 dated 24-01-2022
13. Your letter no. 246 dated 7-02-22
14. This office letter no. 1512 dated 15-02-2022
15. Minutes of meeting dated 05-02-2022 issued vide 1731 dated 22-02-2022
16. This office letter no. 2154 dated 08-03-2022
17. Minutes of hearing dated 14-03-2022 issued vide 2705 dated 28-03-2022
18. Your letter no. 284 dated 29-03-2022
19. Minutes of meeting dated 13-04-2022 issued vide 3563 dated 25-04-2022
20. This office order no. 3759 dated 29-04-2022
21. This office letter no. 4162 dated 11-05-2022
22. This office letter no. 4796 dated 31-05-2022
23. Your letter no. TCEL/2022-23/MPUDC/BAR/PKG-2/0054 dated 06-06-2022
24. This office letter no. 5993 Dated 05/07/2022

Take note of the letters/notices cited above vide which you were directed to show adequate progress of work in Barwani Sewerage Project. The Notification of Award (LOA) of the Sewerage Project of Barwani was issued to you on 07.09.2018 vide reference no. 1 and contract for the project was signed on 29-09-2018. As per the original time schedule set out in the contract data for "Design and Build stage" you were bound to complete the work within a period of 24 months i.e., up-to 29.09.2020. However, you have failed to complete the work within the stipulated time. Consequently, as per Clause 2.3.4 of GCC of the contract, time for completion of Design and Build phase of project was extended till 28.09.2021 and thereafter till 28.09.2022 as per your request with conditions to impose liquidated damages on non-achievement of milestone as per Clause GC 2.3.6(2) read together with Clause 15 and 16 of SCC of the contract. The liquidity damages will be reviewed based on the achievement of ultimate milestone and finalized on completion of the design build stage or up-on termination of the contract.

Milestones were revised by MPUDC on your request in the month of December 2019, September 2020, February 2021, June 2021 and thereafter in November 2021. However, you have again failed to achieve the revised milestones as per the work plan agreed in November 2021. Owing to the

repeated failures to meet milestones and employ adequate manpower, machinery and material on site. ***Notice for Termination*** issued vide letter at Ref No. 21. In the review meeting dated 13-04-2022, (ref no. 19), you agreed to show adequate progress in 2 months' time. The status of progress of various components including Sewage Network, IPS and STP has already been conveyed to you vide letter at ref. no 24 which is sent to you in response to your letter dt 6-6-2022 (ref no. 23). Please note that the statements in your letter dated 6-06-2022 are insufficient to explain your inability to deliver the services and meet the milestones agreed in work plan- November 2021.

It is evident that despite repeated notices, the progress of works of all the above-mentioned contracts is extremely slow and not rational w.r.t. time elapsed. Despite repeated instructions, reminders, review meetings and total cooperation extended by MPUDC to address all of the issues, you have failed to demonstrate significant progress as per contract requirement and also failed to mobilize adequate resources thereby not fulfilling the contractual obligations.

Several notices had been issued by this office including ***Final Notice of Termination*** but you have failed to abide by the stipulated timeline agreed in November 2021 for completion of design & build stage. You persistently failed to carry out the Services in accordance with the Contract and have neglected to fulfil your obligations under the Contract and is unable to provide sufficient materials, services, labour or personnel to perform the Services. Despite repeated oral & written reminders, you did not make noticeable progress at Sewerage network and IPS(s).

Please note that non achievement of milestones amounts to breach of contractual obligations, hence as per clause 11.2.3 (2) of GCC of Contract, you were given final notice of termination giving you **30 days'** time, instead of 14 days (as per the agreement), from 11-05-2022 by virtue of the letter at ref no. 21. However, despite giving twice the time stipulated in the agreement, you could not provide any noticeable physical as well as financial progress. All the historical events stated in your letter dt 06-06-2022 are prior to November 2021 and hence, are not acceptable as a valid reason for the non-achievement of milestones agreed in Work Plan agreed with you in November 2021. Please note that non achievement of milestones amounts to breach of contractual obligations.

In view of the above, the contract dated 29-09-2018 for ***"MPUSEP Package-2 Survey, review the designs, redesign where necessary and build sewage collection and conveyance system, Sewage treatment and disposal system of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and maintain the built System for 10 year"*** is hereby terminated pursuant to GCC 11.2.3 (2) (c) and 11.2.3 (2)(d).

As a result of the above, you are required to cease all the works with immediate effect. You are also required to act in accordance to GCC 11.2.3 (i),(ii),(iii), (iv) and hand over all the records to PIU immediately. Please note that no material from the site shall be removed. In accordance with Clause 11.2.3(2), please comply with the following instructions:

(i) cease all work, except for such work necessary for (ii) below, or any work required to leave the works in a clean and safe condition;

(ii) ensure the Sites are secure and safe, including erection of any structures, fences and defences necessary to protect life, property and the safety of the Works;

(iii) terminate all Subcontracts, if any;

(iv) deliver to the Owner (through the Project Manager) the works already executed up to the date of this letter; and

(v) deliver to the Owner all Contract Records, including all Design-Build Documents, as of the date of this letter

You should also contact office of the Project Manager, PIU, Khargone directly to arrange for the attendance of your representatives in order to discuss the timing and magnitude of payments under GC Clause 11.2.4 read with SCC 34. Pursuant to Clause 1.4, this letter is being sent by courier and by electronic means i.e. emails. Kindly acknowledge receipt of this letter.

(Deepak Ratnawat)
Engineer in Chief, MPUDCL

No. PMU/KfW/2022/ 6159 Bhopal Dated: 11/07/2022

Copy to:

1. Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Deputy Project Director (Technical) , MPUDC, Bhopal for information.
4. Finance Controller, MPUDC for information and appropriate action
5. Mr Lucas Maes, Project Portfolio Manager, KfW Bank, Germany for information.
6. Project Manager, PIU Khargone, MPUDC to take possession of all the documents and records, custody of sites and all necessary actions in accordance to the contract.
7. Law Officer, MPUDC for record
8. Chief Municipal Officer, Nagar Palika, Barwani for information
9. Team Leader, PMC (MPUSEP), Bhopal for information and necessary action.
10. Project Manager, M/s TCEPL, Barwani for information and compliance as above
11. Mr. Ran Miron, Manager (Indian Operations), M/s Tahal Consulting Engineers Limited, 5, Yahadut Canda St. Or Yahuda-63037505, Israel for information.

Engineer in Chief
MPUDCL

Appeal - 27/7/22

TAHAL
TAHAL CONSULTING ENGINEERS LIMITED
India Office: Plot No. 34, Phase – 2, 2nd Floor, Sector – 44, Institutional Area, Gurgaon – 122 003, Haryana
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Ref. No. TCE/2022-23/MPUDC/BAR/Pkg-2/0097 July 21, 2022

Engineer-in-Chief,
MPUDC Ltd
Amarkantak Bhawan, Press Complex, Zone I
M.P. Nagar, Bhopal,
Madhya Pradesh.

Sub: **KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme MPUSEP - Package 2 – Barwani Sewerage Project – Application for revocation against the termination by way amicable settlement under clause 1.6.1 of the contract agreement.**

Ref: (i) Contract for MPUSEP Package-2 Barwani Sewerage Project dated September 29, 2018.
(ii) Notice of commencement no PMU/KfW/2018/4829 dated 29.09.2018.
(iii) EinC letter no PMU/KfW/2022/4771 dated 31.05.2022.
(iv) Our letter no. TCE/2022-23/MPUDC/BAR/Pkg-2/0071 dated 23.06.2022
(v) Our letter no. TCE/2022-23/MPUDC/BAR/Pkg-2/0085 dated 11.07.2022
(vi) Order of Termination letter no. 6156 dated 11.07.2022

Respected Sir,

We are in receipt of your order of termination dated 11.07.2022 via email on 16.07.2022. The order came like bolt from the blue. It is pertinent to mention that certain disputes relating to the work arose during the execution and we have left no stone unturned to get the issues resolve amicably / mutual consultation as provided in the agreement. But when the issues could not be resolved amicably, we vide our letter no. 71 dated 23.06.2022 invoked the clause 1.6.1 (1) and submitted our dispute to the Adjudicator for early adjudication. Your authority instead of submitting the reply to the Statement of Claims, took recourse of action of termination so that the Employer can be exempt from answering to the Adjudicator for defaults on your part. We deny the allegations made by your authority in the order of termination and the decision of termination itself and the reply is as follows.

1 It is true that the work was stipulated for completion on 28.09.2020. But the stipulated date of completion was envisaged in the agreement keeping in view the Employer is ready with his reciprocal obligation. In the contract, it is expected out of the Employer that he should be ready with the land duly acquired and free from encumbrances. The second obligation of the Employer is to get all the environmental and governmental clearances well in advance and timely payment of the bills raised by the contractor to enable the contractor to work smoothly. And only upon the fulfilment of these obligations by the Employer, Contractor can perform

MPUSEP
Correspondence Received by PMC / AMC
Received at: Bhopal
Date: 21/07/2022
Time: 04:28 PM
Registration nr.: 2425
Copy & enclosures to: TL/PMC
for action
GITEC Consortium - PMC / AMC

M.P. Urban Development Co. Ltd. Dispatch No. 3437 Date: 21/7/22

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Ref. No. TCE/2022-23/MPUDC/BAR/Pkg-2/0097 July 21, 2022

Engineer-in-Chief,
MPUDC Ltd
Amarkantak Bhawan, Press Complex, Zone I
M.P. Nagar, Bhopal,
Madhya Pradesh.

Sub: **KfW Bank funded Madhya Pradesh Urban Sanitation and Environment Programme MPUSEP - Package 2 – Barwani Sewerage Project – Application for revocation against the termination by way amicable settlement under clause 1.6.1 of the contract agreement.**

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(v) Our letter no. TCE/2022-23/MPUDC/BAR/Pkg-2/0085 dated 11.07.2022
(vi) Order of Termination letter no. 6158 dated 11.07.2022

Respected Sir,

We are in receipt of your order of termination dated 11.07.2022 via email on 16.07.2022. The order came like bolt from the blue. It is pertinent to mention that certain disputes relating to the work arose during the execution and we have left no stones unturned to get the issues resolve amicably / mutual consultation as provided in the agreement. But when the issues could not be resolved amicably, we vide our letter no. 71 dated 23.06.2022 invoked the clause 1.6.1 (1) and submitted our dispute to the Adjudicator for early adjudication. Your authority instead of submitting the reply to the Statement of Claims, took recourse of action of termination so that the Employer can be evited from answering to the Adjudicator for defaults on your part. We deny the allegations made by your authority in the order of termination and the decision of termination itself and the reply is as follows.

1 It is true that the work was stipulated for completion on 28.09.2020. But the stipulated date of completion was envisaged in the agreement keeping in view the Employer is ready with his reciprocal obligation. In the contract, it is expected out of the Employer that he should be ready with the land duly acquired and free from encumbrances. The second obligation of the Employer is to get all the environmental and governmental clearances well in advance and timely payment of the bills raised by the contractor to enable the contractor to work smoothly. And only upon the fulfillment of these obligations by the Employer, Contractor can perform

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his obligation of executing the work in accordance to the contract. It is pertinent to mention that the effective date of commencement is to be considered from the fulfillment / satisfaction of the conditions precedent under clause 13 of the SCC. Ours is a bilateral contract with reciprocal promises as explained above. Section 51, 52 and 54 of Contract Act 1872 are very much clear and relevant for the instant case. The Sections are reproduced below

Section 51: "Promisor not bound to perform, unless reciprocal promise ready and willing to perform":

When a contract consists of reciprocal promises to be simultaneously performed, no promisor needs to perform his promise unless the promisee is ready and willing to perform his reciprocal promise.

Section 52: "Order of performance of reciprocal promises":

Where the Order in which reciprocal promises are to be performed in that Order, and where the Order is not expressly fixed by the contract, they shall be performed in that Order which the nature of the transaction requires.

Section 54: "Effect of Default as to that promise which should be first performed in contract consisting of reciprocal promises".

When contract consists of reciprocal promises, such that one of them cannot be performed or that its performance cannot be claimed till the other has been performed and the promiser of the promise last mentioned fails to perform it, such promisor cannot claim the performance of the reciprocal promise, and must make compensation to the other party to the contract for any loss which such other party may sustain by the nonperformance of the contract.

2. In this case, the condition precedent provided under clause 13 of the SCC was to be fulfilled first by the Employer and when the Employer fails to perform his reciprocal obligation the party failing to perform cannot seek performance from the other party i.e. the contractor. It is on record that the NOC from PCB was accorded on 07.02.2021 and thus the performance of reciprocal obligation of contractor will commence from 07.02.2021 Since the Employer i.e.

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MPUDC has committed breach of contract thereby not only losing their right to claim performance from the contractor but also losing their right to terminate the contract in view of the judgement of Supreme Court of India in ***Union of India (UOI) Vs. V. Pundarikakshudu and Sons and Ors; 2003(11)AIC573.***

3. In this agreement, the contract clause 2.3.6 provides for damages for delayed completion and clause 2.3.4 provides for extension of time. Hence the time was not the essence of contract in this agreement. The Second Extension of Time is approved by way of amendment till 28.09.2022 and the Employer in anticipation that the work shall not be completed by 28.09.2022 terminated the contract. It is to mention that the MPUDC has failed to take cognizance of the disputes referred to the Adjudicator wherein the dispute under clause 9.7 Unforeseeable Physical Condition along with the delay due to breach of contract was referred. Under the unforeseeable physical condition, we are entitled for extension of time and additional cost incurred. Thus the extension of time would be required to complete the work. This was required to be decided by the independent third person i.e. Adjudicator. But MPUDC at their own whims had decided that the contractor has committed the breach of the contract when this is already referred to Adjudicator. It is settled position of law in ***State of Karnataka vs. Shree Rameshwara Rice Mills, Thirthahalli; AIR1987SC1359*** that *where party to contract disputes committing of any breach of conditions - adjudication should be by independent person or body and not by other party to contract - party to agreement cannot adjudicate in his own cause.* Thus the MPUDC without attending the hearing before the Adjudicator cannot decide to terminate the contract.

4. Despite the delay and default on part of the Employer, we are executing the work to the best possible extent. Till the date of termination the labor force and machinery working at the site is enclosed as Statement No. 1. The Statement proves that sufficient labor and machinery is available at site and hence your contention that physical progress in absence of men and machinery is wrong. In this work the large component is laying of pipeline along with construction of manholes in the alignment. But since the Project Manager was reluctant to accept the bill raised by us for the Manhole component, we were forced to resubmit the bills at reduced rate. The main predicament of the work is the issue relating to payment of manhole component and unforeseeable physical condition of the hard rock, for which various

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You are requested to refrain yourself from taking any coercive action of encashment of Bank Guarantee and calling re-tender for balance works until and unless the matter is finally resolved under clause 1.6.1 of the contract agreement.

Thanking you,

Yours truly,
For **Tahal Consulting Engineers Limited**

(Authorized Signatory)

copy to:
(i) Managing Director, MPUDC
(ii) Additional Managing Director, MPUDC
(iii) Dy.Project Director, MPUDC
(iv) Finance Controller, MPUDC
(v) Mr. Lucas Maes, Project Portfolio Manager, KfW Bank, Germany
(vi) Project Manager, PIU, Hoshangabad, MPUDC
(vii) Law Officer, MPUDC
(viii) Chief Muncipal Officer, Nagar Palika, Hoshangabad
(ix) Team Leader, PMC (MPUSEP)
(x) Mr. Ran Miron, Manager (India Operations), TCEL

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Statement 1 as on 14.07.22

Labour Component

S.No	Overall Manpower	Skilled	Semi-Skilled	Unskilled	Supervisory Staff
1	32	06	08	15	3

Machinery Component

S.No	List of Machines	Quantity in No
1	Submersible Pump	2
2	Diesel Generator 125 KVA	1
3	Mini Vibro Roller	1
4	Mini Batching Plant and Concrete Mixer Machine	3
5	Excavator (Poclain)	0
6	Reinforcement Cutting and Bending Machine	2
7	Tractor with Trolley	2
8	Water Tanker	2
9	Excavator (JCB)	2
10	Plate Compactor	2
11	Flory Self Loading Concrete Mixer	1
12	Road Cutter	1
13	Fully Equipped Laboratory	1
	Grand Total	20

COMPONENT WISE PROGRESS-BARWANI PACKAGE-2

S.N.	Component	Total to be done	Required as per revised work plan(Nov 21) as on 30.06.2022	Progress as on April 30.04.2022	Progress as on May 31.05.2022	Progress as on June 30.06.2022
1	Design & drawing	100%	100%	95%	95%	95%
2	Sewerage network	129KM (100%)	129KM (100%)	30 (23%)	31.76 (25%)	38.31 (29.6%)
3	Hydro testing	129KM (100%)	129KM (100%)	1.5 (1.16%)	1.5 (1.16%)	1.91 (1.16%)
4	Road Restoration (Permanent)	129KM (100%)	129KM (100%)	3.106 (2.40%)	3.106 (2.40%)	3.106 (2.48%)
5	House service Connection (HSC)	10000 No	10000 No (100%)	HSC chamber-427 Constructed, Pipe laid-2357m	HSC chamber-427 Constructed, Pipe laid-2357m	HSC chamber-545 Constructed, Pipe laid-2472m
6	Work of STP 9MLD	1 Job	Civil work-100%	Civil work-70%	Civil work-70%	Civil work-70%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%
7	Work of MPS	1 Job	Civil work-100%	Civil work-95%	Civil work-95%	Civil work-95%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%
8	Work of IPS-1	1 Job	Civil work-100%	Civil work-80%	Civil work-80%	Civil work-80%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%
9	Work of IPS-2	1 Job	Civil work-100%	Civil work-0%	Civil work-0%	Civil work-0%
			Mechanical work-100%	Mechanical work-0%	Mechanical work-0%	Mechanical work-0%
			E&I-100%	E&I-0%	E&I-0%	E&I-0%

MADHYA PRADESH URBAN DEVELOPMENT COMPANY LIMITED

KfW FUNDED Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP)

SEWERAGE PACKAGES

Physical and Financial Progress From April to June`2022

S. No.	NAME OF PACKAGE	CONTRACTOR's NAME	*Financial Progress upto end of Apr`22*	*Physical Progress upto end of Apr`22*	*Financial Progress upto end of May`22*	*Physical Progress upto end of May`22*	*Financial Progress upto end of June`22*	*Physical Progress upto end of June`22*
1	Package 1 - Hoshangabad	Tahal Consulting Engineers India Ltd	3.20%	5.90%	3.25%	5.97%	3.46%	6.95%
2	Package 2 - Barwani	Tahal Consulting Engineers India Ltd	8.90%	17.41%	9.74%	17.52%	10.22%	19.16%
3	Package 3 - Sendhwa	Tahal Consulting Engineers India Ltd	8.80%	14.85%	9.14%	15.29%	10.12%	16.55%

BARWANI ANNEXURE - 1

Item. No.	Component / Unit	Present Status of Work	Photograph
6.1.1	**Civil and structural works including that required for disposal of treated effluent including sump wells, etc complete**		
2	SBR Tank	RCC completed for walls upto bottom of walkway level. RCC work for balance walkway, by-pass chamber, walls for inlet & outlet channel & all finishing works pending.	
3	Chlorine Contact Tank	RCC work completed. RCC for pump foundations & all finishing works pending.	
4	Blower Room	RCC completed upto roof level. Brickwork partly completed. Blower foundations & all finishing works pending.	

720

Site Photos

3178

5	Chlorination Building	RCC completed upto roof level including brickwork & plastering. All finishing works pending.	
6	Filter press cum dosing Building	RCC completed upto GF slab. Balance RCC works upto roof level & all finishing works pending.	
7	Supernatant Sump	RCC work completed. All finishing works pending.	
8	Sludge Thickener and others	RCC work completed. All finishing works pending.	

6.1.3	**Ancillary works like compound wall with gate, internal roads, area grading, staff quarters, administrative blocks etc. including fire fighting and landscaping**		
2	After completion of DG Room & transformer area	DG room - RCC completed upto roof level including brickwork & plastering. All finishing works pending.	
5	After completion of boundary wall	Work partly completed.	
7 A	**Raw Sewage Pumping Stations (Intermediate Pumping Station-I)**		
	Design, Procurement, Construction, and commissioning of Sewage Pumping Station complete in all respect .		
i.	Construction of wet well	RCC completed for wet well & sub-station building upto roof slab. All finishing works pending.	
7 B	**Raw Sewage Pumping Stations (Intermediate Pumping Station-2)**		
	Design, Procurement, Construction, and commissioning of Sewage Pumping Station complete in all respect .		

i.	Construction of wet well	Excavation & PCC completed for wet well. Balance all RCC works pending.	
8	**Raw Sewage Pumping Station (Main Pumping Station for STP)**		
	Design, Procurement, Construction, and commissioning of Sewage Pumping Station complete in all respect .		
i.	Construction of wet well	RCC completed for wet well upto roof slab including brickwork & plastering. All finishing works pending.	

Madhya Pradesh Urban Development Co. Ltd.
(Urban Development & Housing Department, Government of Madhya Pradesh)
2nd Floor AmarkantakBhawan, Press Complex, Zone 1, M.P. Nagar, Bhopal, Madhya Pradesh, India
Tel: + 91-755-2763062, Email: kbhatnagar@mpurban.gov.in, dypdtech@gmail.com
(CIN No. U75110MP2015SGC034139)

No. PMU/KfW/2023/ 8029 Bhopal Dated: 12 /09/2023

To,

M/s R & B Infra Project.Limited
JV M/S Shri Ram Construction Company,
Bhagwati Colony, Singhpur Road,
Morar, Gwalior-474006, MP
Email-tender@rathoregroup.co, mesars.shriram.construction@gmail.com
Kind Attention: Mr. Ratan Singh, Mr. Arvind Sharma

Sub: Notice of Commencement - MPUSEP- Package 2- Barwani Sewerage Project.

Ref: 1. Notification of award of contract issued vide letter no. PMU/KFW/2023/6637 dated 03.09.2023.
2. Agreement dated 15.09.2023.

We are pleased to notify that the agreement for the pakage no.2 under The KFW Bank Funded Madhya Pradesh Urban Sanitation and Environment Programme (MPUSEP) - Balance work of Survey, Review the Designs Redesign where necessary and Build Sewege Collection and Conveyance System, Sewage Treatement and Disposal System of Barwani Nagar Palika, District Barwani of Madhya Pradesh and Operate and Maintain the Built System for 10 Years. (Now be referred as **"MPUSEP- Package 2 - Barwani Sewerage Project"**)- has been signed on 15.09.2023.

You are directed to mobilize your team and commence the work on site on or before 28.09.2023. Please inform the undersinged & PM, PIU, ~~Hoshangabad~~ Khargone as soon as you start the work.

Encl: As above.

(Deepak Ratnawat)
Engineer in Chief
MPUDCL

No. PMU/KfW/2023/ 8030 **Bhopal Dated: 12/09/2023**

Copy to:

1. Managine Director MPUDC, Bhopal for information please.
2. Collector, Barwani District, Barwani for information.
3. Financial Controller, MPUDC, Bhopal for information.
4. Project Manager, Project Implementation Unit, MPUDC, ~~Barwani~~ Khargone for information and to hand over all sites to M/s R & B Infra Project.Limited JV M/S Shri Ram Construction Company & ensure commencement as stated above.
5. Chief Municipal Officer, Nagar Palika Parishad, Barwani, District Barwani for informati
6. Team Leader, Project Mangement Consultant, MPUSEP, Bhopal for information & necessary action.

Engineer in Chief
MPUDCL

Annexure R-15 (Colly.)

Dharampuri Sewerage Project Dharampuri

S.No.	Date	Details of Action taken for the work	Annexure
1	26-07-2018	The work of Darampuri Sewerage Project was awarded to M/s P. Das Infrastructure Ahmadabad LOA PMU/WB/2018/3477, Bhopal dated 26-07-2018.	Annexure-1
2	29-08-2018	Contractor Agreement was signed on dated 29-08-2018.	Annexure-2
3	19-07-2022	The Project was Physically completed on dated 06-07-2022.	Annexure-3

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL

Annexure - 01

Madhya Pradesh Urban Development Co. Limited
(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M.P. Rajya Sahkari Krishi & Gramin Bank 8, Arera Hills Bhopal
Tel: # 91-755-2762825, 2763060 Email: ehpc@mpudc.co.in, kolhatnagar@mpurban.gov.in,
(CIN No: U75100MP2005SGC034139)

No. PMU/WB/2018/ 3477 Bhopal Dated: 26 July 2018

To,

M/s P. Das Infrastructure
B-8, 3rd Floor, Sardar Patel Mall,
Near Diamond Mill, Nikol-Gam Road,
Ahmedabad-382 350, Gujarat
Email:- pdas_infrastructure@yahoo.co.in

Kind Attention: Mr. Nikunj Kumar P. Patel

Subject: Notification of award of contract for package no 6 under the World Bank funded Madhya Pradesh Urban Development Project (MPUDP) - (I) Design and Build Two Sewage Treatment Plants of Capacity 2.50 MLD and 0.20 MLD Each and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review The Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Dharampuri Nagar Parishad, District Dhar of Madhya Pradesh.

Ref: Your bid submitted against NIT no. MPUDC/WB/2018/1379 Dated: 03.04.2018

We are pleased to notify that your bid for the Package no 6 under The World Bank funded Madhya Pradesh Urban Development Project (MPUDP) against NIT no. MPUDC/WB/2018/1379 Dated: 03.04.2018- "(I) Design and Build Two Sewage Treatment Plants of Capacity 2.50 MLD and 0.20 MLD Each and All Appurtenant Structures, Pumping Station and Allied Works (II) Survey, Review The Design, Redesign Where Necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management (III) Operation and Maintenance of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks and Small Bore Solid Free System and Septage Management for a Period of 10 Years of Dharampuri Nagar Parishad, District Dhar of Madhya Pradesh" - is hereby accepted for the Contract Amount given as under:

(Amount in INR)

Design Build Price (A)	16,96,12,437.76
Provisional Sum (during design build period) (B)	30,00,000.00
Total (A+B)	**17,26,12,437.76**
Operation & Maintenance Cost for 10 years	
Fixed Cost	3,06,90,057.79
Variable cost for Energy*	2,05,31,250.00
Variable cost for Consumable*	2,05,39,631.00
Total for O&M cost (C)	7,17,60,938.79

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

P DAS INFRASTRUCTURE AHMEDABAD

Provisional Cost during O&M for Extension of network and connections in areas beyond the scope defined in the contract (D)	INR 50,00,000.00
Total (A+B+C+D)	**INR 24,93,73,376** (Rs. Twenty Four Crore Ninety Three Lakh Seventy three Thousand Three Hundred Seventy Six Only)
*** Note: The variable price will be finally worked out on the basis of actual waste water treated/ actual quantity of dry sludge disposal/ actual quantity of septage transported to Inlet of the STP and other such parameters as given in BoQ.**	

You are required to furnish the Performance Security pursuant to Clause 6.5 of ITB and 5.5.1 of GCC read with clause 25 of Special Condition of Contract for an equivalent amount of total Ten (10) percent of Accepted Contract Amount of Design Built and O&M cost (excluding provisional sums in either case) which works out to Rs. 2,41,37,338/-(**Two Crore Forty One Lakh Thirty Seven Thousand Three Hundred and Thirty Eight Only**). You are required to furnish the Performance Security in the respective form as per Contractors Bid Form: Part-II for the contract period plus 180 days as specified in the Bid document.

Pursuant to ITB Clause 6.5 read with BDS 6.5 (e), you are also required to furnish an Additional Performance Security amounting Rs. 80,35,920 (Rs. Eighty Lakh Thirty Five Thousand Nine Hundred Twenty Only) for the contract period plus 180 days as specified in the Bid document. This includes Additional Performance Security of Rs.41,57,860/- against the Sewage Treatment Plant and Rs 38,78,060/- against the O&M cost. This is further clarified that the SCC clause 25 does not apply to the additional performance security. Additional Performance Security for STP pertains to works (Design build period), hence, this shall be treated as per ITB/BDS clause 6.5 (d) of the BDS and shall be released within 90 days after completion of Design Build Period. The clause 6.5 (d) of the BDS and 5.5.1 (2)(a) of GCC does not apply to the Additional Performance Security for O&M and this shall be released after the expiry of complete project period, and this shall be released only at the end of the O&M period.

You are requested to furnish the Performance Security and Additional Performance Security (as above) within 15 days in accordance with the Condition of Contract (GCC clause 5.5.1 (2) and 5.5.1 (3).

Please note that this "Notification of Award" is issued to you pursuant to clause 6.3 of the ITB. The form of contract and other contract documents are attached herewith pursuant to clause 6.4(1) of the ITB.

(R.K.Vyas)
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.
Bhopal

No. PMU/WB/2018/ 3478 Bhopal, dated 26 July 2018

Copy to:

1. Managing Director MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please

2. Engineer-in-Chief, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please.
3. Financial Controller, MPUDC, Bhopal for information and record Shri Suresh Sejkar, Superintending Engineer, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information (in reference to Narmada Sewa Mission)
4. Project Manager, Project Implementation Unit, MPUDC, Indore for information and further action.
5. Executive Engineer, Indore Division, Urban Administration and Development, Indore for information
6. Chief Municipal Officer, Nagar Parishad, Dharampuri, District Khargone for information and to attend the office of MPUDC
7. Team Leader, Project Management Consultant, MPLDP, Bhopal

26/7

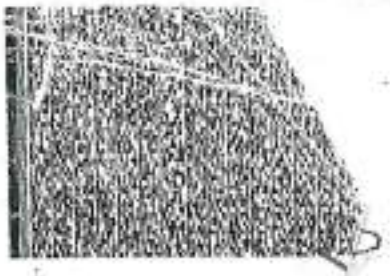
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

INFRASTRUCTURE

Annex 42-02

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101052908201800612l
Total E-Stamp Amount	25000
Govt. Stamp Duty (Rs.)	25000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	29/08/2018 14:15:00
Service Provider or Issuer Details	PRAKASH CHHUGANI/SP010541612201600065
SP/SRO/DRO/HO Details	PANKAJ ENTERPRISES, 28 OPP. OLD VIDHAN SABHA HUZUR BHOPAL

Municipality Duty (Rs.) 0
Upkar Amount (Rs.) 0

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work contract, not being a Development / Construction agreement or a Security bond, containing an agreement to secure the due performance of a contract or due discharge of a liability. - 0.25 percent of the amount or value secured by such deed, subject to a minimum of rupees five hundred and a maximum of rupees twenty five thousand.
Purpose	Agreement or Memorandum of an agreement

First Party Details

Organization Name	ENGINEER-IN-CHIEF, MPUDC
Address	BHOPAL, BHOPAL Madhya Pradesh INDIA
Number of Persons	1

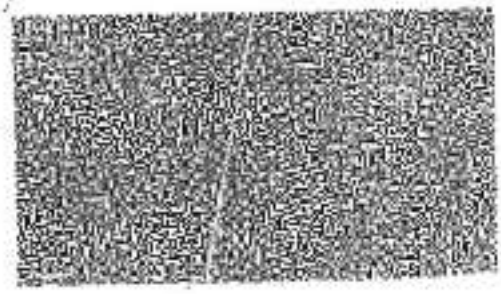
Second Party Details

Organization Name	M/s. P.DAS INFRASTRUCTURE
Address	B-8, THIRD FLOOR, SARDAR PATEL MALL, NR. DIAMOND MILL, NIKOL GAM ROAD, AHMEDABAD - 382350 BHOPAL Madhya Pradesh INDIA
Number of Persons	1

P. DAS INFRASTRUCTURE AHMEDABAD

Digitally signed by
Prakash Chhugani
Date: .. :: IST

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.



Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

FORM OF CONTRACT (Design Build Service Agreement)

THIS First Agreement is made and entered into this 29th day of August, *2018*
Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

– and –

M/s P.Das Infrastructure, Ahmadabad, B-8, 3rd floor, Sardar Patel Mall, Nikol Gam Road, Ahmadabad (hereafter the "Contractor")

– and –

[Name of the Contractor's Parent Company or any other entities the Owner may be required to be parties to the Contract]

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to **(I) DESIGN AND BUILD TWO SEWAGE TREATMENT PLANTS OF CAPACITY 2.50 MLD AND 0.20 MLD EACH And All Appurtenant Structures, Pumping Station And Allied Works (Ii) Survey, Review The Design, Redesign Where Necessary And Build New Sewerage Network Including Small Bore Solid Free System And Septage Management Of Dharampuri Nagar Parishad, District Dhar Of Madhya Pradesh**

4. The Contractor has represented to the Owner that it has the skills and ability to **(I) DESIGN AND BUILD TWO SEWAGE TREATMENT PLANTS OF CAPACITY 2.50 MLD AND 0.20 MLD EACH And All Appurtenant Structures, Pumping Station And Allied Works (II) Survey, Review The Design, Redesign Where Necessary And Build New Sewerage Network Including Small Bore Solid Free System And Septage Management of Dharampuri Nagar Parishad, District Dhar Of Madhya Pradesh** In an economical and effective manner with *reduced cost*

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

P. DAS INFRASTRUCTURE AHMEDABAD

and increased profitability and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No. MPUDC/WB/2018/1379 dated 03.04.2018 with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Appendix 3 (Technical Standards);

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor's parent company *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

FORM OF CONTRACT (Operation and Maintenance Service Agreement)

This Second Agreement is made and entered into this 29th day of August, *2018*
Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh, a company incorporated under the laws of India and having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

– and –

M/s P.Das Infrastructure, Ahmadabad, B-8, 3rd floor, Sardar Patel Mall, Nikol Gam Road, Ahmadabad (hereafter the "Contractor")

– and –

[Name of the Contractor's Parent Company or any other entities the Owner may be required to be parties to the Contract]

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF DHARAMPURI NAGAR PARISHAD, DISTRICT DHAR OF MADHYA PRADESH

4. The Contractor has represented to the Owner that it has the skills and ability to Operate And Maintain The Built System For Ten (10) Years in an economical and effective manner with *reduced cost and increased profitability* and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No. MPUDC/WB/2018/1379 dated 03.04.2018 with Addenda/ Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Technical Standards;

6. The Contractor has the corporate capacity and authority to enter into the

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

P. DAS INFRASTRUCTURE AHMEDABAD

Contract; and

7. The Contractor's parent company *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract (I) DESIGN AND BUILD TWO SEWAGE TREATMENT PLANTS OF CAPACITY 2.50 MLD AND 0.20 MLD EACH and All Appurtenant Structures, Pumping Station And Allied Works (II) Survey, Review The Design, Redesign Where Necessary And Build New Sewerage Network Including Small Bore Solid Free System And Septage Management (III) Operation And Maintenance Of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks And Small Bore Solid Free System And Septage Management For A Period Of 10 Years Of Dharampuri Nagar Parishad, District Dhar Of Madhya Pradesh Between The Owner and the Contractor (the "Contract") consists of the following documents (collectively, the "Contract Documents"), and each of the following shall be read and construed as an integral part of the Contract:

(a) Form of Contract;

(b) Special Conditions of Contract (Appendix 1 to the General Conditions of Contract);

(c) General Conditions of Contract; and

(d) Remaining appendices to the General Conditions of Contract.

1.2 Order of Precedence

(1) In the event of any ambiguity or conflict between the Contract Documents listed in Section 1.1 of this Form of Contract, the order of precedence shall be the order in which the Contract Documents are listed in Section 1.1 of this Form of Contract.

(2) Notwithstanding Section 1.2(1) of this Form of Contract and any other term or condition in the Contract Documents, if any statement or provision in General Conditions of Contract, is not consistent with or conflicts with any other term or condition in the remainder of the Contract Documents, the remainder of the Contract Documents shall govern.

(3) For the purposes of funding and convenience of operation, two separate contracts are being entered in: First Contract covering to(I) DESIGN AND BUILD TWO SEWAGE TREATMENT PLANTS OF CAPACITY 2.50 MLD AND 0.20 MLD EACH And All Appurtenant Structures, Pumping Station And Allied Works (Ii) Survey, Review The Design, Redesign Where Necessary and Build New Sewerage Network Including Small Bore Solid Free System and Septage Management of Dharampuri Nagar Parishad, District Dhar Of Madhya

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

P. DAS INFRASTRUCTURE AHMEDABAD

Pradesh and Second contract for O&M for ten subsequent years, however, it is expressly understood that the contract documents are one composite document for the entire scope of works and applies to both the contracts.

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of Contract and Appendices to the General Conditions of Contract.

ARTICLE 2 –CONTRACTOR'S COMPENSATION AND TERMS OF PAYMENT

2.1 Contractor's Compensation

The Owner hereby agrees to pay to the Contractor the Contract Price, in consideration of the performance by the Contractor of its obligations hereunder, and the Contract Price is: *[Insert amount inwards and figures. Note that the Design-Build Price (for Design-Build Services) will be for a total amount while the Operations and Maintenance Payments (for Operations and Maintenance Services) will be an amount for each month the Contractor operates the New Facility*, as specified in the Contractor's Price Schedules or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment

The terms and procedures of payment by which the Owner will compensate the Contractor are set out in the General Conditions of the Contract.

Engineer-In-Chief
MPUDC, Bhopal
Govt. of M.P.

DAS INFRASTRUCTURE AHMEDABAD

ARTICLE 3 – EFFECTIVE DATE AND STARTING DATES

3.1 Effective Date and Starting Date

The Effective Date, the Design-Build Starting Date and Operations and Maintenance Starting Date for the Contract are as below:
Effective Date: Date of signing the agreement
Design-Build Starting Date: not later than 28th day of the Effective Date
Operation and Maintenance Starting Date: the date on which the completion certificate on Design and Build services is issued by the Engineer-in-Chief

IN WITNESS WHEREOF the Owner and the Contractor have caused this Form of Contract to be duly executed by their duly authorized representatives.

EXECUTED as of the date first written above.

[OWNER]

By: _____

Name: _____
Title: Engineer-in-Chief, MPUDC
Witness: _____

[THE CONTRACTOR]

By: _____
Name: _____
Title: _____
Witness: _____

[PARTNER(S) OF THE CONTRACTOR]

By: _____
Name: _____
Title: _____
Witness: _____

Annexue - 03

Madhya Pradesh Urban Development Company Limited
Urban Development and Housing Department
Project Implementation Unit, Indore

No. PIU/IND/71/2022/..1293 Date : 19/07/2022

To,
The Deputy Project Director (Technical)
Project Management Unit,
Madhya Pradesh Urban Development Company
Amarkantak Bhawan, M.P. Nagar Zone-1
Bhopal, Madhya Pradesh-462011

Sub. : Regarding issue of Physical completion certificate and format -3A in Dharampuri package WB-6.

Ref.: Contractor M/s P. Das Infrastructure letter no. LE/MPUDCL/276/2021-22 dated 04.05.2022 (copy to you)

With reference to above subject, As per demand Physical Completion certificate and format -3A is enclosed for further necessary action please.

Encl:- As above

(Rajendra Kumar Jain)
Project Manager
PIU, Indore

No. PIU/IND/71/2022/..1293 A Date : 19/07/2022

Copy to: -
1. Engineer-in-Chief, MPUDCL, Bhopal – for information.
2. Team Leader (PMC), Bhopal – for information.
3. APM/ PMS (PMC) PIU, Indore for information
4. M/s P. Das Infrastructure, Ahmadabad for information (with enclosure)

Project Manager
PIU, Indore

Annexure - U

(See clause 35 of section 3 -GCC)

Physical Completion Certificate

Name of Work:
Design & Build of two STP of Capacity 2.50 mld & 0.20 MLD each and All Appurtenant Structures, pumping station and Allied works, Survey, Revise the design O&M with 10 years of Operation Nagers pansal, Dist, Dhar, M.P.

Agreement No. PMU/UB/18/3477 Date 26/07/2018.
Amount of Contract Rs 29,03,38,392/-00.
Name of Agency: Pratus Infrastructure Pvt Ltd. Ahmedabad.
Used MB No.: 87, 88, 89, 90, 134, 132, 131
Last measurement recorded
a. Page No. & MB No.: 132-MB, page - 169.
b. Date:

Certified that the above mentioned work was physically completed on 26/07/22 (Date) ~~and taken over on 26/7/22 (Date)~~ and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue 19.7.2022.

Executive Engineer 19.7.22

Project Manager
Madhya Pradesh Urban Development Co. Ltd.
Project Implementation Unit, INDORE

19/07/22

FORM NO. - 3 (A)

(Referred to in Rule NO. 5 b (a))

Work wise details of work completed by the contractor

1	Name of Contracotr	:	M/s. P. DAS INFRASTRUCTURE PVT. LTD. A-503 TO 512, KALP INDUSTRIAL PARK, NR. KIA SHOWROOM, S. P. RING ROAD, ODHAV, AHMEDABAD - 382415, GUJARAT, INDIA
2	Name of Work	:	DESIGN AND BUILD TWO SEWAGE TREATMENT PLANTS OF CAPACITY 2.50 MLD AND 0.20 MLD EACH AND ALL APPURTENANT STRUCTURES, PUMPING STATION AND ALLIED WORKS. II. SURVEY, REVIEW THE DESIGN, REDESIGN WHERE NECESSARY AND BUILD NEW SEWERAGE NETWORK INCLUDING SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT. III. OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, . SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF DHARAMPURI NAGAR PARISHAD, DISTRICT DHAR OF MADHYA PRADESH. [LOA NO. PMU/WB/2018/3477 Dated on 26/07/2018]
3	Estimate cost of work put to tender	:	Rs. 21,95,32,109.00/-
4	Revised Tender Amount (DNO)	:	Rs. 29,03,38,392.00/- (Construction Cost 21,35,77,490.51 + O&M Cost 7,67,60,902.24 + Provision Cost of Extension Network 50,00,000.00)
5	Date of Starting the work	:	Dt. 24-08-2018
6	Date of completion of the work (as per contract agrement)	:	Dt. 23-08-2020
7	Actual Date of the completion of the work	:	~~Dt. 31-08-2021~~ 06-01-2022
8	Capital Amount of work done (including GST-12% and 18%)	:	Rs. 24,77,59,599.00/-
9	1 Month Trail Run Period Started	:	~~Dt. 06-09-2021 to 31-10-2021~~ 01-01-22 to 28/03/22

*	Item Executed	Unit	Quantity
1	STP BASE ON SBR (SEQUENTIAL BATCH REACTOR)	-	~~2.50 MLD~~ 2.0 MLD.
2	OUTLET PARAMETER		
A	pH	-	6.5 - 9.0
B	Biochemical Oxygen Demand (BOD)	MG/L	≤ 10
C	Chemical Oxygen Demand (COD)	MG/L	≤ 50
D	Total Suspended Solids (TSS)	MG/L	≤ 10
E	Total Nitrogen (TN)	MG/L	≤ 10
F	Total Residual Chlorine	MG/L	0.5 - 1.0
G	Total Phosphorous (TP)	MG/L	≤ 2.0
H	Fecal Coliform (MPN/100ml.)	-	≤ 230

Project Manager
Madhya Pradesh Urban Development Co. Ltd.
Project Implementation Unit, INDORE

Signature of Contractor 18/7/22

9	State whether the details as above given by the contractor are correct, if not, state as to what is the correct information	:	YES ./Correct
10	State whether the contractor has executed the" Work completed" satisfactorily as per specifications/has completed the work satisfactorily as per specifications. if not, give the correct position of the work	:	YES, Work is completed satisfactorily as per details given in Annexure - 1.
11	Any other remarks	:	Time Limit is Extended upto Dt. 31-12-2021 for Capital Work

18/7/22

Project Manager
Project Implementation Unit, Indore 19.7.22
Madhya Pradesh Urban development Company Limited, Bhopal

Project Manager
Madhya Pradesh Urban Development Co. Ltd.
Project Implementation Unit, INDORE

19/7/22

BRIEF HISTORY OF WORK - ANNEXURE 1		
NAME OF WORK: 2.0 MLD STP AT DHARAMPURI, DIST-DHAR,MP.		
SR.NO.	UNIT DETAILS	MECHANICAL ITEMS DETAILS
1	PRIMARY TREATMENT UNIT	
A	SCREEN CHAMBER	1 NOS. MECHANICAL SCREEN & 1 NO. MANUAL SCREEN OF APOLLO SCREENS MAKE
B	GRIT REMOVAL TANK	1NOS. GRIT MECHANISM WITH SCREW CONVEYOR OF APOLLO SCREENS MAKE
2	PARSHALL FLUME IN INLET CHANNEL	SBEM OPEN CHANNEL FLOW METER FOR MEASURING OF INLET FLOW.
3	SECONDARY TREATMENT UNIT	
A	SBR BASIN	300 MM DIA. 2 NOS. DECANTER MAKE OF PREMIERTECH AQUA SYSTEMS PVT LTD.
B	SBR BASIN	3 NOS. RAS PUMP & 3 NOS. WAS PUMP AQUA MACHINERIES MAKE. (2W + 1S) EACH TYPE
C	DIFFUSER	REHAU MAKE DIFFUSER 72 NOS. IN 2NOS. SBR BASIN
4	CHLORINATION BUILDING	
A	CHLORINATION SYSTEM	CHLOROTECH MAKE 1.0 KG /HR. SYSTEM (1W+1S)
B	PARSHALL FLUME IN OUTLET CHANNEL	SEBM OPEN CHANNEL FLOW METER FOR MEASURING OF OUTLET FLOW.
5	SLUDGE HANDLING UNIT	
A	SLUDGE SUMP & PUMP HOUSE	PROGRESSIVE CAVITY PUMP 4.0 M3/Hr / 15 MTR HEAD (1W + 1S) ROTO PUMP MAKE
B	DOSING TANK	75 LPH / 25 MTR HEAD MILTON ROY MAKE DOSING PUMP (1W+1S)
C	CENTRIFUGE BUILDING	PROGRESSIVE CAVITY PUMP 4.0 M3/Hr (1W + 1S)
D	PLANT DRAIN SUMP	2 NOS. PUMP AQUA MACHINERIES MAKE.
6	BUILDING	
A	LT SWITCHGEAR ROOM	SIDDHIVINAYAK INDUSTRIES MAKE LT PANEL WITH 3 NOS. OF 18.5KW VFD OPERATED BREAKER
B	PLC PANEL ROOM	1 NO. PREMIERTECH AQUA SYSTEMS PVT LTD. MAKE PLC PANEL WITH ROKWELL AUTOMATION SCADA SOFTWARE
C	SBR AIR BLOWER ROOM	USHA COMPRESSOR MALE 550 M^3 /HR. / 0.65 KG/CM^2 18.5 KW 3 NOS. AIR BLOWER (2W+1S)
7	INSTRUMENTATION	PLC/SCADA PANEL, LEVEL TRANSMITTER, MULTI ANALYZERS AND PRESSURE GAUGE AS PER REQUIREMENT FOR SMOOTH OPERATION OF PLANT
8	ONLINE MONITORING SYSTEM WITH PTZ CAMERA	1 NOS
9	GREVANCE REDRESS SYSTEM 24*7	1 NOS

14/07/22

15.7.22

Project Manager
Madhya Pradesh Urban Development Co. Ltd.
Project Implementation Unit, INDORE

10	Providing,suppling,Laying, jointing testing commissioning and trial run of DWC HDPE Pipe 110/120 mm dia.	2914.00 RMT
11	150/180 mm dia DWC pipes	14080 RMT
12	170/200 mm dia DWC pipes	522 RMT
13	200/238 mm dia DWC pipes	266 RMT
14	250/295 mm dia DWC pipes	426 RMT
15	300/345 mm dia DWC pipes	0.00
16	400/480 mm dia DWC pipes	1086 RMT
17	Providing, laying and jointing 100 mm (For IPS 1 AND 2) diametre DI K-7 100mm dia. Pipe	1274 RMT
18	350 MM Dia. DI K-7	550 RMT
19	RCC Work MPS	MAIN PUMPING STATION, with screen chember, inlet chember, distrubution , HT/LT Panel room-145 KLD CAPACITY
20	IPS-1	INTER MEDIATE PUMPING STATION with screen chember, distrubution chember,inlet chember and HT/LT Panel room -40 KLD CAPACITY
21	IPS-2	INTER MEDIATE PUMPING STATION with screen chember, distrubution chember,inlet chember and HT/LT Panel room -46 KLD CAPACITY
22	STP	CONSTRUCTION OF 2.0 MLD STP, SBR TECHNOLOGY.(Centrifuge building cum dosing building.chlorination contect tank and chlorination building, primary treatment unit and secondary tretment unit-2 nos,(SBR BASIN-2 Nos) , guard room and toilet block, adminn and airblower building and scada(plc) building, Sludge sump, plant drain,Reuse water Sump, etc.
23	PUMP SETS AT MPS AT STP-1& SPS-1 AND 2	118.3 KW
24	OBTAINING POWER SUPPLY CONNECTION NEAREST 33 KV HT FEEDER	4.5 KM 3.9 KM
25	CONSTRUCTION OF ELECTRICAL SUB STATION INCLUDING SUPPLY AND INSTALLATION OF TRANSFORMER OF REQIRED CAPACITY AND INCLUDING HT PANEL WITH ALL ASSOCIATED WORKS AS PER RELEVENT CODES AND TECHNICAL SPECIFICATION.	277 KVA
26	TRECTOR MOUNTED PROCUREMENT OF PENUMATIC PRESSURE CLEANING/SUCTION MACHINE HAVING 6000LITERS OF STORAGE TANK MOUNTED SUITABLE VEHICLE HAVING PUMPSET FOR FLUSHING ALONGWITH PIPE UPTO 100M LENGTH.	2 NOS

18/7/22

19.7.22

Project Manager

Madhya Pradesh Urban Development Co. Ltd.

27	Excavation Work	84440 CUM
28	Filling Work	69935 CUM
29	Construction of circular type manhole with Franie Cover d 900 MM, upto D 900 MM	42 NOS
30	D 900 MM, D 900-1650 MM	518 NOS
31	D 1200 MM, Upto D 1680 MM	7 NOS
32	D 1200 MM, D - 1680 MM to 2290 MM	61 NOS
33	D 1500 MM, Upto D - 2650 MM	42 NOS
34	D 1500 MM, D - 2650 MM to 4250 MM	105 NOS
35	D 1500 MM, D - 4250 MM to 9750 MM	44 NOS
36	Providing,suppling,Laying, jointing testing commissioning and trial run of DWC HDPE Pipe 110/120 mm dia. House Connection	10014 RMT
37	House Connection Chember-600*450*700MM DEPTH	1519 NOS
38	PROPERTY CHEMBER -300*300 MM	2277 NOS
39	PRECAST MANHOLE	15.00
40	600MM (ID) THICKNESS OF PIPE 12MM, MS PIPE	54 RMT
41	INSTALLATION OF STEEL PRODUCT PIPE BY HDD METHOD	98 RMT
42	HDPE PIPE-PN-10, 160MM OD	300 RMT
43	HDPE PIPE-PN-10, 200MM OD	100 RMT
44	M-30 (PQC) GRADE, CONCRETE	5100 CUM
45	M-30 GRADE, CONCRETE	2450 CUM
46	DRY LEAN CEMENT CONCRETE	721 CUM
47	MPRDC ROAD CROSSING BY HDD METHOD	04 NOS
48	RCC RETAINING WALL	60 MTR

Signature of Contractor

Project Manager
Project Implementation Unit, Indore
madhya Pradesh urban development Company Limited, bhopal

Project Manager
Madhya Pradesh Urban Development Co. Ltd.
Project Implementation Unit, INDORE

Construction of Sewerage Project at Dharampuri

For construction of sewerage Project at Maheshwar, MPUDC had called tender & allotted to M/s P. Das Infrastructure , Ahmedabad on dated 26.07.2018 and agreement was executed on 29-08-2018. Twenty four months (i.e. up to 28.08.2020) time was given to complete the work. Due to slow progress of work, project work was delayed and completed on 06/07/2022.

Following are the component of the Project work physically completed.

S.No.	Components	Total Qty as per Agreement	Status as on 25-09-2023
1	Sewerage Network	20.990 Km	20.993 Km
2	House Service connections	2277 Nos	2277 Nos
3	STP (2 MLD)	1 Job	100 % completed
4	IPS	2 Job	100 % completed
5	MPS	1 Job	100 % completed
Overall all Physical Progress			100 %
Overall all Financial progress			100 %

The Dharampuri Project work was physically completed on date 06-07-2022 and presently under operation and maintenance.

Municipal Engineer
PMC-II MPUDP
Bhopal

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL

Annexure R-16 (Colly.)

Bhedaghat Sewerage Project Bhedaghat

S.No.	Date	Details of Action taken for the work	Annexure
1	30-05-2020	The work of Bhedaghat Sewerage Project was awarded to M/s Darshil Builcom Ahmedabad vide LOA No. PMU/WB/2020/3067, Bhopal dated 30-05-2020.	Annexure-1
2	10-07-2020	Contractor Agreement was signed on dated 10-07-2020.	Annexure-2
3	23-08-2023	Regarding the physical completion certificate for Bhedaghat Sewerage Project.	Annexure-3

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL

Annexure-1

Madhya Pradesh Urban Development Co. Limited
(Government of Madhya Pradesh, Urban Development & Housing Department)
1st Floor M P Rajya Sahkari Krishi & Gramin Bank & Arera Hills Bhopal
Tel: +91-755-2762825, 2763060 Email: ceo@mpuidc.co.in, bhoptnager@mpurban.gov.in,
(CIN No. U75110MP2015SGC034139)

No. PMU/WB/2020/ 3067 Bhopal Dated 29/05/2020

To,

M/s Darshil Buildcon,
432,433 Vishala Supreme, Opp Torent Power Grid,
S.P. Ring Road, Nikol Road,
Ahmedabad-382350, Gujarat
Email- darshilbuildcon@gmail.com

Kind Attention: Mr. Pravinbhai Savaliya

Subject: Notification of award of contract for package no 7 under the World Bank funded Madhya Pradesh Urban Development Project (MPUDP) – (I) Design and Build Sewage Treatment Plant of capacity 0.43, 0.22, 0.11; and Package Treatment Plants of capacity 0.06 and 0.06 MLD and all appurtenant structures, pumping station and allied works (II) Survey, review the design, redesign where necessary and build new sewerage network including small bore solid free system (III) Operation and maintenance of sewage treatment plant, sewage pumping station, sewage networks and small bore solid free system and Septage management for a period of 10 years of Bhedaghat Nagar Parishad, District Jabalpur of Madhya Pradesh

Ref: Your bid submitted against NIT no. MPUDC/WB/2019/8772, Dated: 11.11.2019

We are pleased to notify that your bid for the Package no 7 under The World Bank funded Madhya Pradesh Urban Development Project (MPUDP) against NIT no. MPUDC/WB/2019/8772, Dated: 11.11.2019- (I) Design and Build Sewage Treatment Plant of capacity 0.43, 0.22, 0.11; and Package Treatment Plants of capacity 0.06 and 0.06 MLD and all appurtenant structures, pumping station and allied works (II) Survey, review the design, redesign where necessary and build new sewerage network including small bore solid free system (III) Operation and maintenance of sewage treatment plant, sewage pumping station, sewage networks and small bore solid free system and Septage management for a period of 10 years of Bhedaghat Nagar Parishad, District Jabalpur of Madhya Pradesh "- is hereby accepted for the Contract Amount given as under:

		(Amount in INR)
Design Build Price (D1)		**11,70,56,608**
Provisional Sum (during design build period) (D2)		**25,00,000**
Total (D1+D2)		**11,95,56,608**
Operation & Maintenance Cost for 10 years		
Fixed Cost		1,15,00,000
Variable cost for Energy*		45,99,730
Variable cost for Consumable*		21,42,557
Total for O&M cost (OM1)		**1,82,42,287**
Provisional Cost during O&M for Extension of network and connections in areas beyond the scope defined in the contract (OM2)		**20,00,000**
Total (OM1 + OM2)		**2,02,42,287**
Total (D1+D2+OM1+OM2)	**INR 13,97,98,895/-** (Rs Thirteen Crore Ninety Seven Lakhs Ninety Eight Thousand Eight Hundred and Ninety Five Only)	

*** Note: The variable price will be finally worked out on the basis of actual waste water treated/ actual quantity of dry sludge disposal/ actual quantity of septage transported to Inlet of the STP and other such parameters as given in BoQ.**

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

You are required to furnish the Performance Security pursuant to Clause 6.5 of ITB and 5.5.1 of GCC read with clause 25 of Special Condition of Contract for an equivalent amount of total Five (5) percent of Accepted Contract Amount of Design Built cost (excluding provisional sums in either case) which works out to Rs. 58,52,831/- **(Fifty Eight Lakh, Fifty Two Thousand Eight Hundred and Thirty One Only).**You are required to furnish the Performance Security in the respective form as per Contractors Bid Form: Part-II for the design build period plus three years as specified in the ITB 6.5 read with BDS 6.5 6.5 (a)(i) and b(i). You are also required to read the ITB 6.5 read with BDS 6.5 a(ii) and b(ii)

Pursuant to ITB Clause 6.5 read with BDS 6.5 (c), you are also required to furnish an Additional Performance Security amounting Rs. 29,65,680/- (Rs. Twenty Nine lakh, Sixty Five Thousand and Six hundred eighty Only) against the Fixed O&M cost for the contract period plus 180 days as specified in the Bid document ITB 6.5 read with BDS 6.5(c). This is further clarified that the SCC clause 25 and the clause 6.5 (d) of the BDS and 5.5.1 (2)(a) of GCC does not apply to the Additional Performance Security for O&M and this shall be released after the expiry of complete project period.

You are requested to furnish the Performance Security and Additional Performance Security (as above) within 15 days in accordance with the ITB 6.5 and Condition of Contract (GCC clause 5.5.1 (2) and 5.5.1 (3).

Please note that this "Notification of Award" is issued to you pursuant to clause 6.3 of the ITB. The form of contract and other contract documents are attached herewith pursuant to clause 6.4(1) of the ITB.

25/5/20

(M.K. Acharya)
Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.
Bhopal

No. PMU/WB/2020/ Bhopal, dated: /05/2020

Copy to:

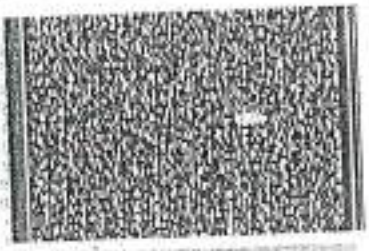
1. Managing Director, MPUDC & Commissioner, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please
2. Engineer-in-Chief, Urban Administration and Development, Palika Bhavan, Shivaji Nagar, Bhopal for information please
3. Financial Controller, MPUDC, Bhopal for information.
4. Project Manager, Project Implementation Unit, MPUDC, Jabalpur for Information and further action.
5. Executive Engineer, Jabalpur Division, Urban Administration and Development, Ujjain for information.
6. Chief Municipal Officer, Nagar Parishad, Bhedaghat District Jabalpur for information and to attend the office of MPUDC to sign the Tripartite Project Implementation Agreement.
7. Team Leader, Project Management Consultant, MPUDP, Bhopal

Engineer-in-Chief
Madhya Pradesh Urban Development Co. Ltd.

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Annexure-2

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	0101650107202000292I
Total E-Stamp Amount	139799
Govt. Stamp Duty (Rs.)	139799
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
Municipality Duty (Rs.)	0
Upkar Amount (Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	01/07/2020 13:03:02
Service Provider or Issuer Details	PRAKASH CHHUGANI/SP0105416122016000065
SP/SRO/DRO/HO Details	PANKAJ ENTERPRISES, 28 OPP. OLD VIDHAN SABHA HUZUR BHOPAL

Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	Work Contract, not being a Development/Construction Agreement or a Security Bond, containing an agreement to secure the due performance of a contract or due discharge of a liability Ð (i) If contract value is upto Rupees 50 lacs Ð Rupees 500. (ii) If contract value exceeds Rupees 50 lacs Ð 0.1 percent of contract value subject to a maximum of rupees 5 lacs.
Purpose	Work Contract Agreement

First Party Details

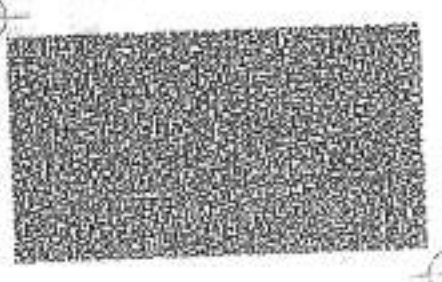
Organization Name	ENGINEER-IN-CHIEF, MPUDC
Address	BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons	1

Second Party Details

Organization Name	DARSHIL BUILDCON
Address	432, 433, VISHALA SUPRIME, OPP. TORRENT POWER GRID, S.P. RING ROAD, NIKOL, AHMEDABAD - 382350 BHOPAL Madhya Pradesh INDIA
Number of Persons	1

THIS STAMP PAPER WILL NOT BE USED TO BUY OR SALE OF IMMOVABLE PROPERTY (Work Contract Agreement)

Digitally signed by
PRAKASH CHUGANI
Date: 2020.07.01 13:03:07
IST



DARSHIL BUILDCON
PUNE

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

0101650107202000292I

FORM OF CONTRACT

(M.K. Arya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

FORM OF CONTRACT (Design Build Service Agreement)

THIS First Agreement is made and entered into this 01st day of July 2020, **Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,** a company incorporated under the laws of India and having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

- and -

M/s Darshil Buildcon 432,433, Vishala Suprime, Opp. Torrent Power Grid, S.P. Ring Road, Nikol, Ahmedabad -382350 (hereafter the "Contractor")

- and -

[Name of the Contractor's Parent Company or any other entities the Owner may be required to be parties to the Contract]

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to **(I) Design and Build Five Sewage Treatment Plants (i.e. Three STPs and Two Package Treatment Plants) of Combined Capacities 0.88 MLD and all appurtenant structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign where necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management of Bhedaghat Nagar Parishad, District Jabalpur of Madhya Pradesh.**

(M.K. Agrawal)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

4. The Contractor has represented to the Owner that it has the skills and ability to **(I) Design and Build Five Sewage Treatment Plants (i.e. Three STPs and Two Package Treatment Plants) of Combined Capacities 0.88 MLD and all appurtenant structures, Pumping Station and Allied Works (II) Survey, Review the Design, Redesign where necessary and Build New Sewerage Network including Small Bore Solid Free System and Septage Management of Bhedaghat Nagar Parishad, District Jabalpur of Madhya Pradesh** in an economical and effective manner with *reduced cost and increased profitability* and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

5. The Contractor responded to the Bidding Documents No **NIT No. MPUDC/WB/2019/8772 Dated 11 November 2019** with Addenda/Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Appendix 3 (Technical Standards);

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor's parent company *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

FORM OF CONTRACT (Operation and Maintenance Service Agreement)

This Second Agreement is made and entered into this01st day of July 2020 **Between Managing Director, Madhya Pradesh Urban Development Company Limited, Madhya Pradesh,** a company incorporated under the laws of India and having its principal place of business at M.P. Rajya Sahkari Bank Campus, Jail Marg, Arera Hills, Bhopal (hereafter the "Owner")

- and -

M/s Darshil Buildcon 432,433, Vishala Suprime, Opp. Torrent Power Grid, S.P. Ring Road, Nikol, Ahmedabad -382350 (hereafter the "Contractor")

- and -

[Name of the Contractor's Parent Company or any other entities the Owner may be required to be parties to the Contract]

WHEREAS:

1. The Owner has the jurisdiction to enter into the Contract, as defined in Section 1.1 below, pursuant to the Applicable Law;

2. The Owner has received all requisite approvals necessary and has conformed with all requisite laws in accordance with the Applicable Law to permit the Owner to enter into the Contract;

3. The Owner desires to engage the Contractor to OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF BHEDAGHAT NAGAR PARISHAD, DISTRICT JABALPUR OF MADHYA PRADESH

4. The Contractor has represented to the Owner that it has the skills and ability to Operate And Maintain The Built System For Ten (10) Years in an economical and effective manner with *reduced cost and increased profitability* and agrees to do so upon and subject to the terms and conditions of the Contract Documents;

(Mrk. Ashtaya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

5. The Contractor responded to the Bidding Documents No **NIT No. MPUDC/WB/2019/8772 Dated 11 November 2019** with Addenda/Amendments organized by the MPUDC and was selected as the recommended Contractor to fulfill the Design-Build and Operating Services set out in the Technical Standards;

6. The Contractor has the corporate capacity and authority to enter into the Contract; and

7. The Contractor's parent company *[or shareholders of a joint venture company]* has guaranteed the Contract as provided in the Contract and accepted that the Owner is entering into two contracts for the composite scope of works covering PART A, and PART B and that breach in one contract will be considered a breach in other contract. The Owner at its discretion may seek remedies from the provisions of both the contracts enforce its rights to payments under any contract including encashment of performance securities of both the contracts ;

NOW THEREFORE, in consideration of the mutual covenants and Agreements hereinafter set forth, the Owner and the Contractor agree as follows:

(M. Kovacharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract (I) Design and Build Five Sewage Treatment Plants of Combined Capacities 0.88 MLD and all appurtenant Structures, Pumping Station and alied works (II) Survey, Review the Design, Redesign where necessary and Build New Sewerage Network Including Small Bore Solid Free System And Septage Management (III) Operation And Maintenance Of Sewage Treatment Plant, Sewage Pumping Station, Sewage Networks And Small Bore Solid Free System And Septage Management For A Period Of 10 Years Of Bhedaghat Nagar Parishad, District Jabalpur Of Madhya Pradesh Between The Owner and the Contractor (the "Contract") consists of the following documents (collectively, the "Contract Documents"), and each of the following shall be read and construed as an integral part of the Contract:

(a) Form of Contract;

(b) Special Conditions of Contract (Appendix 1 to the General Conditions of Contract);

(c) General Conditions of Contract; and

(d) Remaining appendices to the General Conditions of Contract.

1.2 **Order of Precedence**

(1) In the event of any ambiguity or conflict between the Contract Documents listed in Section 1.1 of this Form of Contract, the order of precedence shall be the order in which the Contract Documents are listed in Section 1.1 of this Form of Contract.

(2) Notwithstanding Section 1.2(1) of this Form of Contract and any other term or condition in the Contract Documents, if any statement or provision in General Conditions of Contract, is not consistent with or conflicts with any other term or condition in the remainder of the Contract Documents, the remainder of the Contract Documents shall govern.

(3) For the purposes of funding and convenience of operation, two separate contracts are being entered in: First Contract covering to(I) Design And Build Five Sewage Treatment Plants Of Combined Capacities 0.88 MLD And All

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

Appurtenant Structures, Pumping Station And Allied Works (Ii) Survey, Review The Design, Redesign Where Necessary and Build New Sewerage Network Including Small Bore Solid Free System and Septage Management of Bhedaghat Nagar Parishad, District Jabalpur Of Madhya Pradesh and Second contract for O&M for ten subsequent years, however, it is expressly understood that the contract documents are one composite document for the entire scope of works and applies to both the contracts.

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of Contract and Appendices to the General Conditions of Contract.

(M.K. Acharya)
Engineer-in-Chief
MPUDC, Bhopal
Govt. of M.P.

ARTICLE 2 -CONTRACTOR'S COMPENSATION AND TERMS OF PAYMENT

2.1 Contractor's Compensation

The Owner hereby agrees to pay to the Contractor the Contract Price, in consideration of the performance by the Contractor of its obligations hereunder, and the Contract Price is: *[Insert amount inwards and figures. Note that the Design-Build Price (for Design-Build Services) will be for a total amount while the Operations and Maintenance Payments (for Operations and Maintenance Services) will be an amount for each month the Contractor operates the New Facility*, as specified in the Contractor's Price Schedules or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment

The terms and procedures of payment by which the Owner will compensate the Contractor are set out in the General Conditions of the Contract.

(M.K. Acharya)
Engineer-in-Chief
MPUIDC, Bhopal
Govt. of M.P.

ARTICLE 3 - EFFECTIVE DATE AND STARTING DATES

3.1 Effective Date and Starting Date

The Effective Date, the Design-Build Starting Date and Operations and Maintenance Starting Date for the Contract are as below:
Effective Date: Date of signing the agreement
Design-Build Starting Date: not later than 28th day of the Effective Date
Operation and Maintenance Starting Date: the date on which the completion certificate on Design and Build services is issued by the Engineer-in-Chief

IN WITNESS WHEREOF the Owner and the Contractor have caused this Form of Contract to be duly executed by their duly authorized representatives.

EXECUTED as of the date first written above.

[OWNER]

By: _____ (M.K. Agnihotri) 6/9/20
Name: _____ Engineer-in-Chief MPUDC, Bhopal Govt. of M.P.
Title: Engineer-in-Chief, MPUDC
Witness: _____

[THE CONTRACTOR]

By: _____
Name: _____
Title: _____
Witness: _____

[PARTNER(S) OF THE CONTRACTOR]

By: _____
Name: _____

Madhya Pradesh Urban Development Company Limited
Project Implementation Unit, Jabalpur

Letter No. 747 /MPUDCL/2023 Jabalpur, Dated: 23/08/2023

To,

M/s Darshil Buildcon,
432, Vishala Suprime, Opp. Torrent Power Grid,
Ring Road, Nikol
Ahmedabad (Gujrat)

Sub: Regarding the Physical Completion Certificate for Bhedaghat Sewer Project (Package WB /07) for 90 days' Trial run from 23/08/23 to 22/11/23.

Ref: 1. LOA no. PMU/WB/2020/3067 Bhopal, Dated 30/05/2020.
2. Contractor letter no. LE/MPUDCL/216/Darshil/2023 dated 16/08/2023

This is in reference to the letter cited above wherein contractor has requested to issue the physical completion certificate for Bhedaghat Sewer Project (Package-WB/07).

As per the contract Agreement, Technical Specifications Clause no 2.10: Completion of the Sewer Collection & Treatment System, Section 2.10.2: Completion, contractor has completed all 5 nos. STP & 1 no. IPS along with Sewerage Network and House Service Connections work is almost completed and the functioning of all STPs, DEWATS, and IPS has been tested.

As recommended by PMC (as per Annexure-1), the physical completion of Bhedaghat Sewer Project (Package WB /07) is hereby accepted and the Trial run of 90 days should be commenced from 23/08/23 to 22/11/23 accordingly subject to compliance with observations issued vide PMC mail dated 17/08/2023 and completion of all remaining works within this period.

Project Manager
PIU (MPUDCL), Jabalpur

Letter No. 748 /MPUDCL/2023 Jabalpur, Dated: /08/2023

Copy to,

1. Engineer in Chief, MPUDCL Bhopal for your kind information.
2. Dy. Project Director (T), MPUDCL Bhopal for your kind information.
3. CMO, Bhedaghat Nagar Parishad, Distt. Jabalpur for your kind information.
4. Team Leader, PMC-II, Bhopal for your information.
5. PMS, PMC-II, Jabalpur for your information.

Project Manager
PIU (MPUDCL), Jabalpur

House No. – 737, Agrawal Colony,
Behind Jain Mandir, Jabalpur (M.P.) 482002
Office Phone No. – 0761 – 4921421, Email – mpudcljbp@gmail.com

Physical Completion Certificate, Bhedaghat Sewer Project, Package: WB/07

Name of Work :	DESIGN AND BUILD FIVE SEWAGE TREATMENT PLANTS OF COMBINED CAPACITY 0.90 MLD AND ALL APPURTENANT STRUCTURES, 6 NOS PUMPING STATION AND ALLIED WORKS. II. SURVEY, REVIEW THE DESIGN, REDESIGN WHERE NECESSARY AND BUILD NEW SEWERAGE NETWORK INCLUDING SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT. III. OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANT, SEWAGE PUMPING STATION, SEWAGE NETWORKS AND SMALL BORE SOLID FREE SYSTEM AND SEPTAGE MANAGEMENT FOR A PERIOD OF 10 YEARS OF BHEDAGHAT NAGAR PARISHAD, DISTRICT JABALPUR OF MADHYA PRADESH. **(LOA No. PMU/WB/2018/3067, Dated on 30/05/2020)**
Agreement No.:	**PMU/WB/2018/3067, Dated:-30-05-2020**
Amount of Contract Rs.:	**Rs. 16,35,14,976.71/- UP TO 5TH VARIATION**
Name of Agency:	**M/s. DARSHIL BUILDCON** **4th Floor, 432, Vishala Suprime, OP. Torent Power Grid, S.P. Ring Road, Nikol, Ahemdabad, Gujarat, 382350.**
Used MB No	**MB No: NA**

The trial run of 90 days started from 23/08/2023 to 22/11/2023 after the completion of physical work. Certified that aforesaid work was physically completed on 22/08/2023 therefore, I satisfied myself to the best of my knowledge that the work has been completed properly.

Date of Issue : 23/08/2023

Project Manager
Project Implementation Unit, Jabalpur
Madhya Pradesh Urban Development Company Limited, Bhopal

Images of Bhedaghat



Intarnal Road



IPS



Main Gate



IPS

Construction of Sewerage Project at Bhedaghat

For construction of sewerage Project at Narsullaganj, MPUDC had called tender & allotted to M/s Darshil Builcon Pvt. Limited ,Ahmedabad on dated 30-05-2020 and agreement was executed on 10-07-2020. Twenty four months (i.e. up to 09-07-2022) time was given to complete the work.

Following are the status of the components which are commissioned on date 23-08-2023.

S.No.	Components	Total Qty	Upto Date Progress
1	Sewerage Network	8.773 Km	8.773 Km
2	House Service connections	1084 nos	945 Nos
3	Road Restoration	8.773 Km	8.773 Km
4	STP (0.43 MLD)	1 Job	100 % (Civil work)
5	STP (0.23 MLD)	1 Job	100 % (Civil work)
6	STP (0.12 MLD)	1 Job	100 % (Civil work)
7	Dewats (0.60 MLD) Badpura	1 Job	100 % (Civil work)
8	Dewats (0.60 MLD) Lameta	1 Job	100 % (Civil work)
Overall all Physical Progress			100 %
Overall all Financial progress			91 %

The Bhedaghat Sewerage Project trial run was started on date 23-08-2023.

Municipal Engineer
PMC-II MPUDP
Bhopal

TEAM LEADER
PMC-II MPUDP
STC-LEXUS J/V BHOPAL

encroachments along the town situated near the Bank of Narmada River.

No.	ULB	Narmada River Buffer Width	Encroachment in the River Narmada	Encroachment in the Buffer Zone	Remarks
1.)	Amarkantak (Anuppur)	100 m	3 encroachments	346	-
2.)	Dindori	15 m	15	31	
3.)	Mandla	50 m	NiL	44	-
4.)	Jabalpur	300 m	NiL	241	-
5.)	Narmadapuram	100 m	1	46	-
6.)	Budhni (Sehore)	15 m	Nil	13	
7.)	Nemawar (Dewas)	15 m	Nil	74	-
8.)	Omkareshwar (Khandwa)	30 m	38	44	
9.)	Barwaha (Khargone)	NA	NA	NA	-
10.)	Sanawad (Khargone)	NA	NA	NA	-
11.)	Mandleshwar (Khargone)	15 m	Nil	NiL	
12.)	Maheshwar (Khargone)	30 m	Nil	NiL	-
13.)	Barwani	NA	NA	NA	-
14.)	Dharampuri (Dhar)	15 m	Nil		

Notes :-

I. S.U.P. = Survey Under Progress.

II. As per Rule 5 (B) of Bhumi VIKAS Niyam 2012, Buffer width for the no construction from the river, shall be 15 meter, if not specified in the master plan.

III. NA – Since town is away from bank of River Narmada.

(1) जबलपुर

Vinod Warkade

राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध मे समीक्षा बैठक

From : SHIV SHANKAR MISHRA <slranu@mp.gov.in> Fri, Oct 20, 2023 01:10 PM

Subject : राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध मे समीक्षा बैठक 1 attachment

To : Vinod Warkade <vk.warkade@mp.gov.in>, Principal Secretary Revenue <psrevenue@mp.gov.in>

राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध मे समीक्षा बैठक

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3 MB

Status of identification of the boundary of Narmada Rier and Status of revoval of encroachments/ illegal construction in Narmada River

Narmada River - Revenue Area Details

S.No.	District	City/Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River (Ha.)	Title (GoMP/Private	No. of encroachments / illegal constructions	Name of encroachers/ illegal	Type of encroachment/ illegal construction
1	Anuppur	Amarkantak	Amarkantak	284	0.065	0.065	MP Govt.	-	-	-
2	-"-	-"-	-"-	220	0.636	0.636	MP Govt.	-	-	-
3	-"-	-"-	-"-	217	0.494	0.494	MP Govt.	-	-	-
4	-"-	-"-	-"-	305	0.583	0.583	MP Govt.	-	-	-
5	-"-	-"-	-"-	309	0.518	0.518	MP Govt.	-	-	-
6	-"-	-"-	-"-	50	0.158	0.158	MP Govt.	-	-	-
7	-"-	-"-	-"-	48	0.081	0.081	MP Govt.	-	-	-
8	-"-	-"-	-"-	46	0.174	0.174	MP Govt.	-	-	-
9	-"-	-"-	-"-	44	0.089	0.089	MP Govt.	1	Sitaram Baba	Semi pakka/ shed
10	-"-	-"-	-"-	42	0.049	0.049	MP Govt.	1	Sitaram Baba	Semi pakka/ shed
11	-"-	-"-	-"-	41	0.193	0.193	MP Govt.	-	-	-
12	-"-	-"-	-"-	38	0.158	0.158	MP Govt.	-	-	-
13	-"-	-"-	-"-	37	0.219	0.219	MP Govt.	-	-	-
14	-"-	-"-	-"-	32	0.178	0.178	MP Govt.	-	-	-
15	-"-	-"-	-"-	30	0.526	0.526	MP Govt.	1	Meera Mata	Pakka
	Totai-				4.121	4.121		3		

संयुक्त कलेक्टर
संयुक्त कलेक्टर, अनूपपुर (म.प्र.)

तहसीलदार
पुष्पराजगढ़ जि अनूपपुर (म.प्र.)

नायब तहसीलदार
पुष्पराजगढ़ जिला-अनूपपुर (म.प्र.)

मुख्य नगर पालिका अधिकारी
नगर परिषद अमरकण्टक
जिला-अनूपपुर (म.प्र.)

765

25.10.2023

OFFICE OF THE NAGAR PARISHAD AMARKANTAK DISTRICT-ANUPPUR (M.P.)

Status of Identification of buffer zone of Narmada Rier and Status of revoval of oncroachments/ illegal construction in Narmada River

Narmada River - Buffer Area Details

S.No.	District	City/Town	Date of publication of T&CP Master plan	Width of the buffer zone as per T&CP Master plan/NGT Guidlines(if zonal plan has not been published the width will be 15 mt)	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Buffer zone of Narmada River (Ha.)	Title (Govt/Private	No. of encroachments / illegal constructions	Name of encroachers/ illegal construction	Type of encroachment/ illegal construction
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Anuppur	Amarkantak	08.05.2005	100 meters	Amarkantak	225/2	0.04	0.04	Private	1	मंदिर/ नई दुकान	पक्का
2	,,	,,	-	-	,,	226	0.016	0.016	M.P. GOVT	1	अनूप द्विवेदी	पक्का
3	,,	,,	-	-	,,	227	0.012	0.012	Private	3	भवेंद्र सोनवानी /प्रवीण सोनवानी/भावदेवा	अपक्का
4	,,	,,	-	-	,,	229	0.02	0.02	Private	3	कार्तिक लाल अग्रवाल	अतिक्रमण
5	,,	,,	-	-	,,	228			Private		उमेशलाल प्रजापति	अतिक्रमण
6	,,	,,	-	-	,,	228			Private		सोनी लाल कमरा	अतिक्रमण
7	,,	,,	-	-	,,	259	0.004	0.004	Private	3	बाबूलाल सिंदरी	पक्का
8	,,	,,	-	-	,,	259			Private		• डॉ. । सिंदरी/सिंघपुरा	अतिक्रमण
9	,,	,,	-	-	,,	257	3.913	2.5	MP Govt.	1	नर्मदा परिक्रमी	अतिक्रमण
10	,,	,,	-	-	,,	261	0.154	0.154	MP Govt.	1	दयाराम पैरेल पालोपल पोरा	
11	,,	,,	-	-	,,	263	0.514	0.514	MP Govt.	1	पक्का घाट	अतिक्रमण
12	,,	,,	-	-	,,	228	0.454	0.051	Private	16	जगदीश द्विवेदी/प्रवीण उमाद द्विवेदी	पक्का
13	,,	,,	-	-	,,	229			Private		सतीश सोनवानी/ सतीश सोनवानी	पक्का
14	,,	,,	-	-	,,	229			Private		कमला प्रजापति/प्रजापति	अतिक्रमण
15	,,	,,	-	-	,,	228			Private		मनीषा लाल सोनवानी/मुन्ना सोनवानी	पक्का
16	,,	,,	-	-	,,	228			Private		अरोरा	पक्का
17	,,	,,	-	-	,,	228			Private		पन्ना देवी/चंदन कुमार	पक्का
18	,,	,,	-	-	,,	229			Private		दिनेश प्रसाद	अतिक्रमण
19	,,	,,	-	-	,,	229			Private		सतीश अग्रवाल	अतिक्रमण
20	,,	,,	-	-	,,	228			Private		अब्दुल शेख	पक्का
21	,,	,,	-	-	,,	228			Private		दिलीप द्विवेदी	पक्का
22	,,	,,	-	-	,,	228			Private		जगदीश साहू	पक्का
23	,,	,,	-	-	,,	228			Private		मुकेश गुप्ता	अतिक्रमण
24	,,	,,	-	-	,,	228			Private		नारायण खरे	पक्का
25	,,	,,	-	-	,,	228			Private		मुकेशलाल अहीर	अतिक्रमण
26	,,	,,	-	-	,,	229			Private		रमाश यादव	अतिक्रमण
27	,,	,,	-	-	,,	229			Private		पैरेल साहू	अतिक्रमण
28	,,	,,	-	-	,,	229	0.004	0.004	Private	1	रमाश लाल पैल	पक्का
29	,,	,,	-	-	,,	260	0.002	0.002	Private	1	मुन्ने उमर रव	पक्का

मुख्य नगर पालिका अधिकारी
नगर परिषद अमरकण्टक
जिला-अनूपपुर (म.प्र.)

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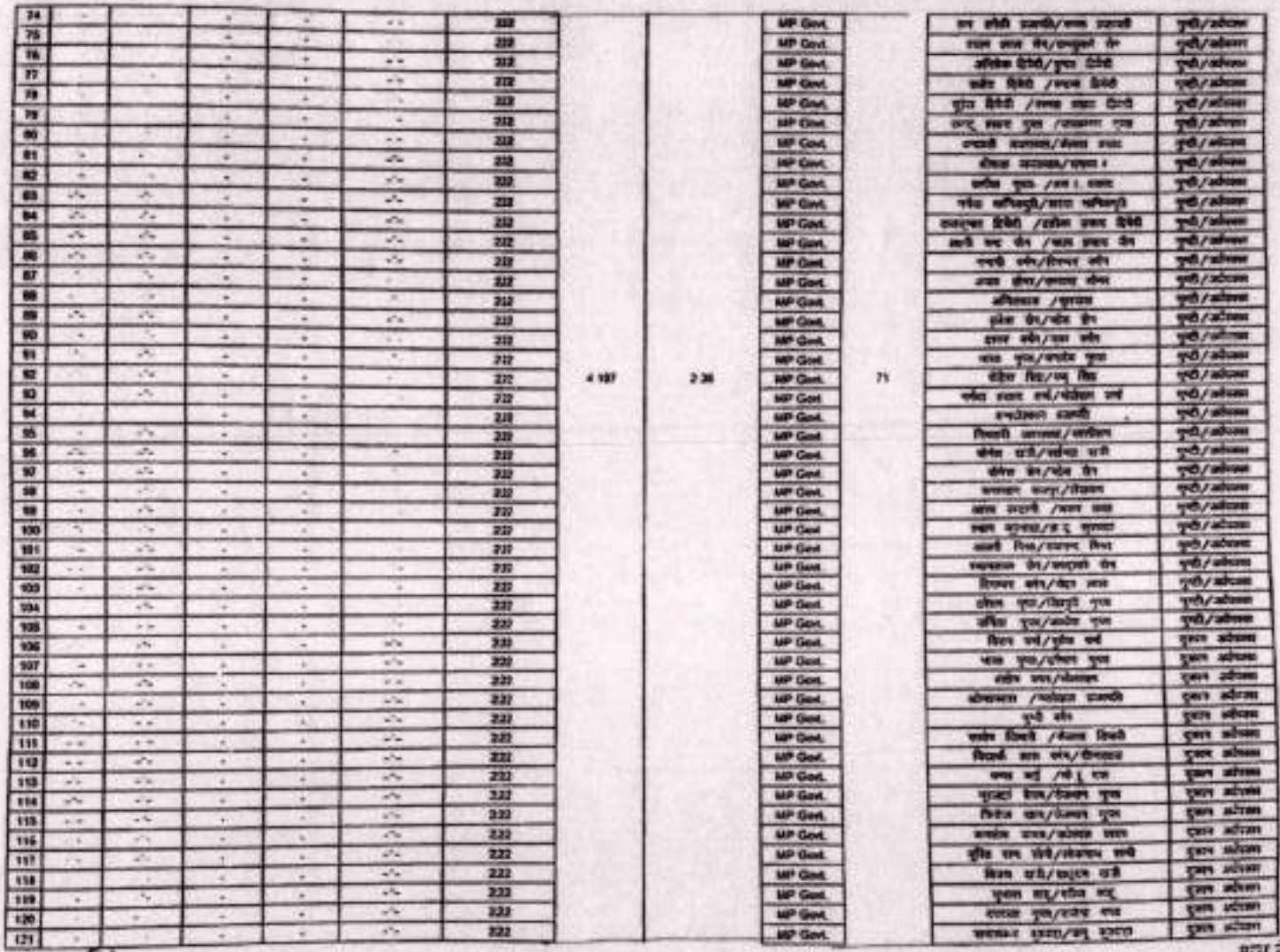
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49						215			MP Govt.			
50						215			MP Govt.			
51						215			MP Govt.			
52						215			MP Govt.			
53						275	0.061	0.061	MP Govt.	1		
54						385			MP Govt.			
55						385			MP Govt.			
56						385	0.624	0.624	MP Govt.	5		
57						385			MP Govt.			
58						385			MP Govt.			
59						222			MP Govt.			
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72						222			MP Govt.			
73						222			MP Govt.			

सहायक कलेक्टर
सहायक कलेक्टर अनूपपुर (म.प्र.)

उपसंचालक (राजस्व)
उपसंचालक जिला-अनूपपुर (म.प्र.)

पुष्प नगर पालिका
नगर परिषद अनूपपुर
जिला-अनूपपुर (म.प्र.)

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74	-		-	-	--	222			MP Govt.			पुरी/अटेरना
75			-	-	-	222			MP Govt.			पुरी/अटेरना
76			-	-	--	222			MP Govt.			पुरी/अटेरना
77			-	-	--	222			MP Govt.			पुरी/अटेरना
78			-	-	-	222			MP Govt.			पुरी/अटेरना
79			-	-	-	222			MP Govt.			पुरी/अटेरना
80			-	-	--	222			MP Govt.			पुरी/अटेरना
81	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
82	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
83	--	--	-	-	--	222			MP Govt.			पुरी/अटेरना
84	--	--	-	-	--	222			MP Govt.			पुरी/अटेरना
85	--	--	-	-	--	222			MP Govt.			पुरी/अटेरना
86	--	--	-	-	--	222			MP Govt.			पुरी/अटेरना
87	-	--	-	-	-	222			MP Govt.			पुरी/अटेरना
88	-	-	-	-	-	222			MP Govt.			पुरी/अटेरना
89	--	--	-	-	--	222			MP Govt.			पुरी/अटेरना
90	-	-	-	-	-	222			MP Govt.			पुरी/अटेरना
91	-	--	-	-	-	222			MP Govt.			पुरी/अटेरना
92	-	--	-	-	-	222	4 197	2 36	MP Govt.	71		पुरी/अटेरना
93		--	-	-		222			MP Govt.			पुरी/अटेरना
94			-	-		222			MP Govt.			पुरी/अटेरना
95	-	--	-	-	-	222			MP Govt.			पुरी/अटेरना
96	--	--	-	-	-	222			MP Govt.			पुरी/अटेरना
97	-	--	-	-		222			MP Govt.			पुरी/अटेरना
98	-	--	-	-		222			MP Govt.			पुरी/अटेरना
99	-	--	-	-		222			MP Govt.			पुरी/अटेरना
100	-	--	-	-		222			MP Govt.			पुरी/अटेरना
101	-	--	-	-		222			MP Govt.			पुरी/अटेरना
102	-	--	-	-	-	222			MP Govt.			पुरी/अटेरना
103	-	--	-	-	-	222			MP Govt.			पुरी/अटेरना
104		--	-	-		222			MP Govt.			पुरी/अटेरना
105	-	-	-	-	-	222			MP Govt.			पुरी/अटेरना
106		--	-	-	--	222			MP Govt.			पुरी/अटेरना
107	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
108	--	--	-	-	-	222			MP Govt.			पुरी/अटेरना
109	-	--	-	-	--	222			MP Govt.			पुरी/अटेरना
110	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
111	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
112	-	--	-	-	--	222			MP Govt.			पुरी/अटेरना
113	-	--	-	-	--	222			MP Govt.			पुरी/अटेरना
114	--	-	-	-	--	222			MP Govt.			पुरी/अटेरना
115	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
116	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
117	-	--	-	-	--	222			MP Govt.			पुरी/अटेरना
118			-	-	--	222			MP Govt.			पुरी/अटेरना
119	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
120	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना
121	-	-	-	-	--	222			MP Govt.			पुरी/अटेरना

संयुक्त कलेक्टर
जिला-जबलपुर (म.प्र.)

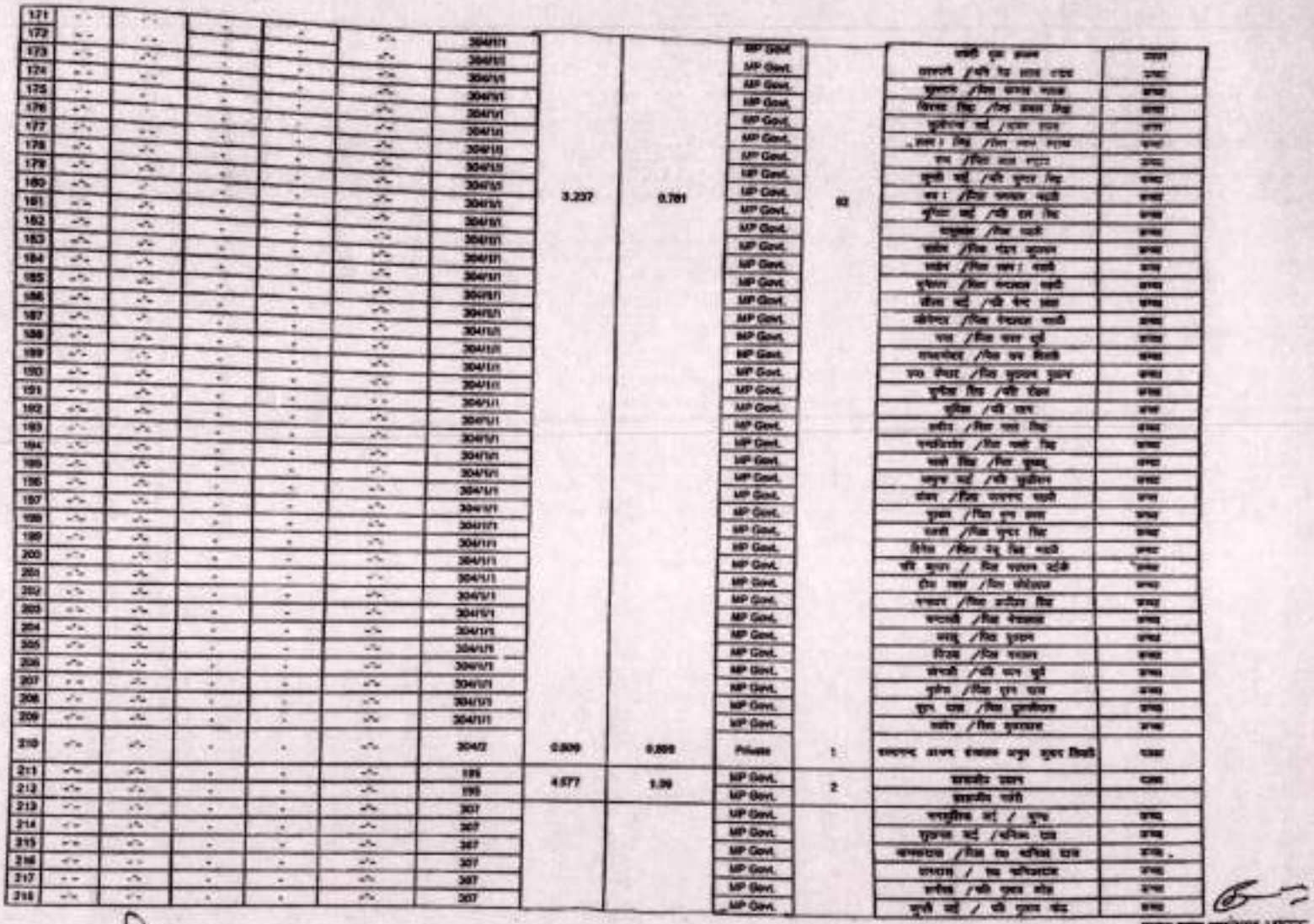
बायब तहसीलदार
पुरैनाखास जिला-जबलपुर (म.प्र.)

तहसीलदार

पुरैनाखास जिला-जबलपुर (म.प्र.)

CamScanner

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171	...	...	...	...	...	304/1/1			MP Govt.				
172	...	...	...	...	...	304/1/1			MP Govt.				
173	...	...	...	...	...	304/1/1			MP Govt.				
174	...	...	...	...	...	304/1/1			MP Govt.				
175	...	...	...	...	...	304/1/1			MP Govt.				
176	...	...	...	...	...	304/1/1			MP Govt.				
177	...	...	...	...	...	304/1/1			MP Govt.				
178	...	...	...	...	...	304/1/1			MP Govt.				
179	...	...	...	...	...	304/1/1			MP Govt.				
180	...	...	...	...	...	304/1/1			MP Govt.				
181	...	...	...	...	...	304/1/1	3.237	0.781	MP Govt.	02			
182	...	...	...	...	...	304/1/1			MP Govt.				
183	...	...	...	...	...	304/1/1			MP Govt.				
184	...	...	...	...	...	304/1/1			MP Govt.				
185	...	...	...	...	...	304/1/1			MP Govt.				
186	...	...	...	...	...	304/1/1			MP Govt.				
187	...	...	...	...	...	304/1/1			MP Govt.				
188	...	...	...	...	...	304/1/1			MP Govt.				
189	...	...	...	...	...	304/1/1			MP Govt.				
190	...	...	...	...	...	304/1/1			MP Govt.				
191	...	...	...	...	...	304/1/1			MP Govt.				
192	...	...	...	...	...	304/1/1			MP Govt.				
193	...	...	...	...	...	304/1/1			MP Govt.				
194	...	...	...	...	...	304/1/1			MP Govt.				
195	...	...	...	...	...	304/1/1			MP Govt.				
196	...	...	...	...	...	304/1/1			MP Govt.				
197	...	...	...	...	...	304/1/1			MP Govt.				
198	...	...	...	...	...	304/1/1			MP Govt.				
199	...	...	...	...	...	304/1/1			MP Govt.				
200	...	...	...	...	...	304/1/1			MP Govt.				
201	...	...	...	...	...	304/1/1			MP Govt.				
202	...	...	...	...	...	304/1/1			MP Govt.				
203	...	...	...	...	...	304/1/1			MP Govt.				
204	...	...	...	...	...	304/1/1			MP Govt.				
205	...	...	...	...	...	304/1/1			MP Govt.				
206	...	...	...	...	...	304/1/1			MP Govt.				
207	...	...	...	...	...	304/1/1			MP Govt.				
208	...	...	...	...	...	304/1/1			MP Govt.				
209	...	...	...	...	...	304/1/1			MP Govt.				
210	...	...	...	...	...	304/2	0.809	0.809	Private	1	...	...	...
211	...	...	...	...	...	195	4.577	1.99	MP Govt.	2	...	...	...
212	...	...	...	...	...	195			MP Govt.				
213	...	...	...	...	...	307			MP Govt.				
214	...	...	...	...	...	307			MP Govt.				
215	...	...	...	...	...	307			MP Govt.				
216	...	...	...	...	...	307			MP Govt.				
217	...	...	...	...	...	307			MP Govt.				
218	...	...	...	...	...	307			MP Govt.				

तहसीलदार
पुष्पराजगढ़ जिला-अनूपपुर (म.प्र.)

मुख्य नगर पालिका अधिकारी
नगर पालिका परिषद अमरकण्टक
जिला-अनूपपुर (म.प्र.)

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CamScanner

219	,,	,,	,,	,,	,,	307	12.068	1.56	MP Govt.	16	कलेक्टोरेट भवन /जिला मुख्यालय	अनूपपुर
220	,,	,,	,,	,,	,,	307			MP Govt		पुलिस परेड /जिला मुख्यालय	अनूपपुर
221	,,	,,	,,	,,	,,	307			MP Govt		कलेक्टर आवास /जिला मुख्यालय	अनूपपुर
222	,,	,,	,,	,,	,,	307			MP Govt.		कलेक्टोरेट /जिला मुख्यालय	अनूपपुर
223	,,	,,	,,	,,	,,	307			MP Govt.		पुलिसलाइन परेड /जिला मुख्यालय	अनूपपुर
224	,,	,,	,,	,,	,,	307			MP Govt		जिला /जिला मुख्यालय	अनूपपुर
225	,,	,,	,,	,,	,,	307			MP Govt.		कलेक्टर /जिला मुख्यालय	अनूपपुर
226	,,	,,	,,	,,	,,	307			MP Govt		पुलिसलाइन परेड /जिला मुख्यालय पाटर न	अनूपपुर
227	,,	,,	,,	,,	,,	307			MP Govt.		विजयराघव सिंह पशु चिकित्सालय	अनूपपुर
228	,,	,,	,,	,,	,,	307			MP Govt.		अनूपपुर पुलिसलाइन	अनूपपुर
229	,,	,,	,,	,,	,,	307			MP Govt.		कलेक्टर /जिला मुख्यालय	अनूपपुर
230	,,	,,	,,	,,	,,	308	6.884	6.884	MP Govt.	2	जिला जेल /जिला मुख्यालय पाटर	अनूपपुर
231	,,	,,	,,	,,	,,	308			MP Govt.			
232	,,	,,	,,	,,	,,	53	2.055	0.5	MP Govt.	8	कलेक्टर बंगला /जिला मुख्यालय	अनूपपुर
233	,,	,,	,,	,,	,,	53			MP Govt.		कलेक्टर /जिला मुख्यालय	अनूपपुर
234	,,	,,	,,	,,	,,	53			MP Govt.		पीजी कार्ट /जिला मुख्यालय। जिला	अनूपपुर
235	,,	,,	,,	,,	,,	53			MP Govt.		पुलिसलाइन /जिला मुख्यालय पाटर	अनूपपुर
236	,,	,,	,,	,,	,,	53			MP Govt.		एसडीओ /जिला मुख्यालय जिला	अनूपपुर
237	,,	,,	,,	,,	,,	53			MP Govt.		पुलसलाइन /जिला मुख्यालय जिला	अनूपपुर
238	,,	,,	,,	,,	,,	53			MP Govt.		पुलिस ड्रेस पार्क /जिला मुख्यालय पाटर	अनूपपुर
239	,,	,,	,,	,,	,,	53			MP Govt.		सहायक आयुक्तालय /जिला मुख्यालय पोस्ट पाटर	अनूपपुर
240	,,	,,	,,	,,	,,	53			MP Govt.		पटवारी /जिला मुख्यालय पाटर	अनूपपुर
241	,,	,,	,,	,,	,,	94/1/2	0.182	0.182	Private	7	कलाली कार्ट /जिला मुख्यालय पोस्ट	अनूपपुर
242	,,	,,	,,	,,	,,	94/1/2			Private		हरिकिशन /जिला मुख्यालय जिला	अनूपपुर
243	,,	,,	,,	,,	,,	94/1/2			Private		अनसूइया कार्ट /जिला मुख्यालय पाटर	अनूपपुर
244	,,	,,	,,	,,	,,	94/1/2			Private		मुन्ना /जिला पोस्ट तहसील पाटर	अनूपपुर
245	,,	,,	,,	,,	,,	94/1/2			Private		कल्पना कुशवाहे /जिला मुख्यालय पाटर	अनूपपुर
246	,,	,,	,,	,,	,,	94/1/2			Private		देवेन्द्र कार्ट /जिला मुख्यालय पाटर	अनूपपुर
247	,,	,,	,,	,,	,,	94/2/1/1	0.028	0.028	Private	3	उमरा तहसील पटेरिया /जिला मुख्यालय तहसील पटेरिया	अनूपपुर
248	,,	,,	,,	,,	,,	94/2/1/1			Private		पटेरिया /जिला मुख्यालय तहसील पटेरिया	अनूपपुर
249	,,	,,	,,	,,	,,	94/2/1/1			Private		पुलिस थाना /जिला मुख्यालय तहसील पटेरिया	अनूपपुर
250	,,	,,	,,	,,	,,	94/2/1/2	5.987	1.06	Private	14	पटेरिया /जिला मुख्यालय पटेरिया	अनूपपुर
251	,,	,,	,,	,,	,,	94/2/1/2			Private		उमरिहाडा / जिला मुख्यालय पाटर	अनूपपुर
252	,,	,,	,,	,,	,,	94/2/1/2			Private		पु.नं. पुलिस चौकिया /जिला मुख्यालय तहसील	अनूपपुर
253	,,	,,	,,	,,	,,	94/2/1/2			Private		बस कार्ट पाटर /जिला मुख्यालय पाटर	अनूपपुर
254	,,	,,	,,	,,	,,	94/2/1/2			Private		पि.ई. अमरिया / जिला मुख्यालय अमरिया	अनूपपुर
255	,,	,,	,,	,,	,,	94/2/1/2			Private		एसबीआय बैंक / जिला मुख्यालय तहसील पटेरिया / एसबी / मुख्यालय	अनूपपुर
256	,,	,,	,,	,,	,,	94/2/1/2			Private		पुलिस थाना कोतवाली /जिला मुख्यालय तहसील	अनूपपुर
257	,,	,,	,,	,,	,,	94/2/1/2			Private		पुलिस चौकी /जिला मुख्यालय तहसील	अनूपपुर
258	,,	,,	,,	,,	,,	94/2/1/2			Private		कोतवाली /जिला बीट जिला	अनूपपुर
259	,,	,,	,,	,,	,,	94/2/1/2			Private		एसबीआई /पोस्ट कालमुहना मोहल्ला	अनूपपुर
260	,,	,,	,,	,,	,,	94/2/1/2			Private		पुलिस आउट / मुख्यालय पाटर	अनूपपुर
									Private		पनपथिया /पोस्ट कालमुहना चौकी	अनूपपुर

मुख्य नगर पालिका अधिकारी
नगर परिषद अनूपपुर
जिला-अनूपपुर म.प्र.

उपखण्ड अधिकारी
पुष्पराजगढ़ जिला-अनूपपुर (म.प्र.)

तहसीलदार
पुष्पराजगढ़ जि अनूपपुर(म.प्र.)

सहायक कलेक्टर
कार्यालय सहायक कलेक्टर, अनूपपुर (म.प्र.)

CamScanner

261	〃	〃	〃	〃	〃	94/2/1/2			Private				
262	〃	〃	〃	〃	〃	94/3/1/2			Private				
263	〃	〃	〃	〃	〃	94/2/1/2			Private				
264	〃	〃	〃	〃	〃	49			MP Govt.				
265	〃	〃	〃	〃	〃	49			MP Govt.				
266	〃	〃	〃	〃	〃	49			MP Govt.				
267	〃	〃	〃	〃	〃	49			MP Govt.				
268	〃	〃	〃	〃	〃	49			MP Govt.				
269	〃	〃	〃	〃	〃	49			MP Govt.				
270	〃	〃	〃	〃	〃	49			MP Govt.				
271	〃	〃	〃	〃	〃	49	0.061	0.061	MP Govt.	13			
272	〃	〃	〃	〃	〃	49			MP Govt.				
273	〃	〃	〃	〃	〃	49			MP Govt.				
274	〃	〃	〃	〃	〃	49			MP Govt.				
275	〃	〃	〃	〃	〃	49			MP Govt.				
276	〃	〃	〃	〃	〃	49			MP Govt.				
277	〃	〃	〃	〃	〃	311			MP Govt.				
278	〃	〃	〃	〃	〃	311	7.264	0.5	MP Govt.	3			
279	〃	〃	〃	〃	〃	311			MP Govt.				
280	〃	〃	〃	〃	〃	256			Private				
281	〃	〃	〃	〃	〃	256			Private				
282	〃	〃	〃	〃	〃	256	0.125	0.125	Private	8			
283	〃	〃	〃	〃	〃	256			Private				
284	〃	〃	〃	〃	〃	256			Private				
285	〃	〃	〃	〃	〃	256			Private				
286	〃	〃	〃	〃	〃	258			Private				
287	〃	〃	〃	〃	〃	245			Private				
288	〃	〃	〃	〃	〃	245			Private				
289	〃	〃	〃	〃	〃	245	0.105	0.105	Private	5			
290	〃	〃	〃	〃	〃	245			Private				
291	〃	〃	〃	〃	〃	245			Private				
292	〃	〃	〃	〃	〃	282	3.816	0.505	Private	1			
293	〃	〃	〃	〃	〃	31	14.540	9.700	MP GOVT	42			
294	〃	〃	〃	〃	〃	221/3/1	0.556	0.556	Private	1			
295	〃	〃	〃	〃	〃	221/3/2	0.263	0.263	Private	1			
296	〃	〃	〃	〃	〃	214	5.58	0.79	MP GOVT	2			
Total-							183.83	30.65		346			

सहायक कलेक्टर
सहायक कलेक्टर, अनूपपुर (म.प्र.)

नायब तहसीलदार
पुष्पराजगढ़ जिला-अनूपपुर (म.प्र.)

तहसीलदार
पुष्पराजगढ़ जि अनूपपुर(म.प्र.)

मुख्य नगर पालिका अधिकारी
नगर परिषद अमरकण्टक
जिला-अनूपपुर (म.प्र.)

CamScanner

(2) कार्यालय कलेक्टर (भू-अभिलेख) जिला डिंडौरी (म.प्र.)

क्रमांक/1829/अ.भू.अ./रा.नि./2023 डिंडौरी, दिनांक 25/10/2023

प्रति,

उप सचिव,
म.प्र. शासन,
पर्यावरण विभाग मंत्रालय, भोपाल

विषय :- राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध में।

संदर्भ :- आपका पत्र क्रमांक/989/1604843/ 2023/32-3 भोपाल दिनांक 18/10/2023

विषयांतर्गत संदर्भित पत्र के परिपालन में लेख है कि राष्ट्रीय हरित क्रांति अधिकरण (एन.जी.टी.) प्रकरण ओ.ए. 71/2023 में पारित आदेशानुसार नर्मदा नदी एवं उसके बफर जोन के अन्दर सीमाओं की पहचान करते हुए बफर जोन की सीमा के अन्दर हुए अतिक्रमण/अवैध निर्माण के संबंध में जानकारी गूगल इमेज लिंक पर अपलोड की जाकर परिशिष्ट 2,3 की हार्डकापी संलग्न आपकी ओर सादर संप्रेषित है।

संलग्न – उपरोक्तानुसार।

नोडल अधिकारी /अनुविभागीय अधिकारी (रा)
जिला-डिंडौरी

क्रमांक/1829/अ.भू.अ./रा.नि./2023 डिंडौरी, दिनांक 25/10/2023

प्रतिलिपि –

1. प्रमुख सचिव म.प्र. शासन राजस्व विभाग मंत्रालय भोपाल की ओर सूचनार्थ संप्रेषित।
2. आयुक्त, भू-अभिलेख म.प्र. ग्वालियर की ओर सूचनार्थ संप्रेषित।

नोडल अधिकारी /अनुविभागीय अधिकारी (रा)
जिला-डिंडौरी

न्यायालय तहसीलदार डिण्डौरी तहसील व जिला डिण्डौरी

क्रमांक/प्रवा.तह./2023/ 153 डिण्डौरी दिनांक 25.10.2023

प्रति,

कलेक्टर

(भू–अभिलेख शाखा)डिण्डौरी

विषय :– नर्मदा नदी की सीमाओं का निर्धारण करने बाबत्।

संदर्भ:– आपका पत्र क्रं0/999/अ.भू.अ/रा.नि./2023 डिण्डौरी दिनांक 18.10.2023

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उपरोक्त विषयांतर्गत एवं संदर्भित पत्र के परिपालन में लेख है कि राष्ट्रीय हरित क्रांति अधिकरण(एन.जी.टी) के प्रकरण ओ.ए71/2023 में पारित आदेश दिनांक 20.09.2023 के अनुपालन में राजस्व अभिलेख अनुसार नर्मदा नदी एवं उसके बफर जोन के भीतर सीमाओं की पहचान करते हुए उसके भीतर आने वाले अतिक्रमणों/अवैधानिक निर्माणों को हटाने के संबंध में गूगल डाइव लिक में फीड किये जाने हेतु पत्र प्राप्त हुआ है।

तत्संबंध में नगरपालिका डिण्डौरी, राजस्व निरीक्षक डिण्डौरी, हल्का पटवारी, द्वारा जांच कर गूगल डाइव लिंक में Annex2,3 फीड कराकर संलग्न कर अग्रिम कार्यवाही हेतु प्रतिवेदन आपकी ओर सादर प्रेषित।

संलग्न– प्रपत्र

तहसीलदार
डिण्डौरी
(म.प्र.)

Act	District	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Thamirabarani River	Title (Public/Private)	No. of encroachments / illegal constructions	Name of encroachers / illegal constructions	Type of encroachment / illegal construction
Thamirabarani River - Protection Area Details										
-	Dindigul	Dindigul	Dindigul	181	11.301	4.567	Govt	11	Ashraf s/o Hussain Shah	Textile
									Rahim s/o Hussain Shah	Bank
									Habib s/o Noor	Textile
									Noor s/o Habib	Bank
									Jagadish s/o Ramesh	Bank
									Mukund Lal s/o Mohanlal	Textile
									Ali Hasan s/o Mehboob	Textile
									Jagadish s/o Mukund	Bank
									Khan Singh s/o Jawar Singh	Bank
									Mahadevi s/o Ramesh	Textile
									Venkatesh s/o Nagappa Gowd	Textile
									Ramesh Chakravarthi	Textile
									Vidya Sankar	Textile
									Gopal s/o Murugan	Textile
									Ramesh Reddy	Petrol

Narmada River - Buffer Area Details

S.no	District	City / Town	Date of publication of TMCP Master Plan	If not, width of the Buffer Zone to be 15 meter	Khasra No.	Total Area	Riverine Area under Buffer Zone of Narmada River	Title Govt/Private	No. of encroachments/ illegal constructions	Name of encroachers/illegal constructor	Type of encroachments/illegal constructions	Remark
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Dindori	Dindori	NA	15 meter	Sekhkar 41/1	4.856	0.0508	MP GOVT	11	Durga w/o Darbar	Kaccha	
2										Rukmani w/o Amarsi Dhe	Kaccha	
3										Ramsingh S/o Jhandi	Kaccha	
4										Kavita Do mahadeo	Kaccha	
5										Shaikhawati w/o Bharat Patwa	Kaccha	
6										Kishore s/o Jagdish	Kaccha	
7										Ramniwas Kori	Kaccha	
8										Ajit s/o Amarsingh	Kaccha	
9										Shashikiran w/o Chandal Yadav	Kaccha	
10										Dayaram s/o Chetan Singh	Incomplete Pakka	
11										Vimala w/o Ghanshyam Patwa	Kaccha	
12									19	Ghanshi s/o Chandal	Kaccha	
13										Vimla w/o Kailu Barwal	Kaccha	
14										Durgashree w/o Pritam Aadhwa	Pakka	
15										Saraswati w/o Prajapati Nagesh	Pakka	
16										Ashok w/o Harsha	Pakka	
17										Bharat Pradeep s/o Lama Singh	Kaccha	
18										Rajesh Mahan	Pakka	
19										Soma d/o Ashok Nasik	Pakka	
20										Ashok Yadav s/o Jandelal	Pakka	
21										Chetan Singh Dhurve	Pakka	
22										Pushpa Tiksa	Pakka	
23										Agnidas w/o Chandal	Kaccha	
24										Kisan s/o Jhanu	Kaccha	
25										Chandal s/o Jhandi	Kaccha	
26										Dhanesh s/o Pida	Kaccha	
27										Dukhi s/o Jagu	Kaccha	
28										Shanti Bai w/o Bhagatdas Bhuyan	Pakka	
29										Lachhmi s/o Amarlal	Kaccha	
30										Mahesh Dharmendra Mandir and Hostel	Pakka	
31					Division 168/1/2/1	0.482	0.1294	MP Govt.	1	Dandhar Mandir and Dharmshala	Pakka	

हिस्सा - [illegible] ब्लॉक 104 डिंडोरी

जिला - डिंडोरी

क्रमांक/1[illegible]/आमुअ/रानि./2023 मण्डला 19/10/2023

प्रति,

उपसचिव,
मध्यप्रदेश शासन,
पर्यावरण विभाग, मंत्रालय,
वल्लभ भवन भोपाल

विषय:- राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध में समीक्षा बैठक।

संदर्भ:- आपके कार्यालयीन पत्र क्रमांक/989/1604843/2023/32-3 भोपाल दिनांक 17/10/2023

उपरोक्त संदर्भित पत्र के द्वारा विषयांतर्गत राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण ओ.ऐ. 71/2023 में पारित आदेश के संबंध में 16/10/2023 को वी.सी. में दिये गये निर्देशों एवं संदर्भित पत्र पालन में विषयांकित जानकारी गूगलशीट में अपडेट कर एवं संलग्नक-2 एवं संलग्नक-3 में हस्ताक्षरित जानकारी आपकी ओर सादर प्रेषित है।

संलग्न - संलग्नक-2 एवं संलग्नक-3।

कलेक्टर
मण्डला

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कार्यालय कलेक्टर (भू-अभिलेख) मण्डला

Annexure_2_Revenue Dept

Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions in Narmada River

Narmada River - Revenue Area Details

S.no	District	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River	Title (GoMP/ Private)	No. of encroachments / illegal constructions	Name of encroachers / illegal constructor	Type of encroachment / illegal constructi
1	2	3	4	5	6	7	8	9	10	11
1	Mandla	Mandla	Maharajpur	188	42.529	42.529	MP Govt.	NIL	NIL	NIL

कलेक्टर
मण्डला

778

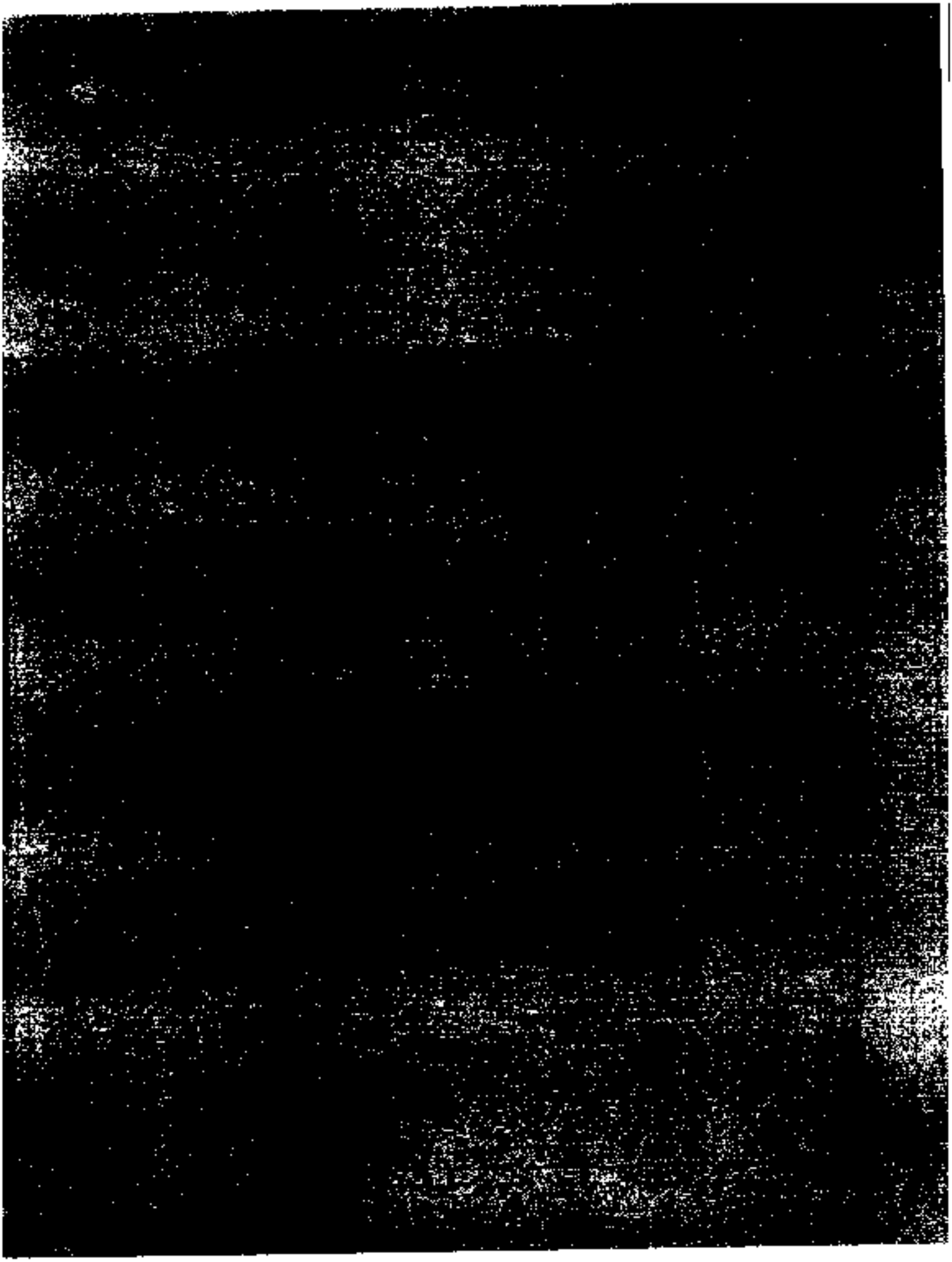
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Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions in buffer zone

Narmada River Buffer area Details

Sr.no	District	City / Town	Date of publication of TP/CP Master Plan	Width of the buffer zone as per TP/CP Master Plan (If master plan has not been published the width will be 300 mts.)	Revenue Village	Khasara No.	Total Area	Difference between Demarcated Buffer Zone and Narmada River	Type (GeMP/Non GeMP)	No. of encroachments/ illegal constructions	Name of encroachers/illegal constructor	Type of encroachments/ illegal constructions	Remark
1	2	3	4	5	6	7	8	9	10	11	12	13	
1	Mandla	Mandla	26/02/2007	50 meters	Maharajpur	188	42.53	36.68	GeMP	44 (Najul Area)			

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(4) JABALPUR

Annexure : 2

Status of ideentification of the boundary of Narmada River and status of removal of encroachments/ illegal constructions in Narmada River

Narmada River - Revenue Area Details

S.no.	District	city/Town	Revenue village	Khasra No	Total area	Revenue Area under Narmada River	Title GoMP/private	No. of encroachments / illegal constructions	Name of encroachers /illegal constructor	Type of encroachment/ illegal construction
1	जबलपुर	जबलपुर	गुरुद्वारा मंगेली	19	4.52	निजी भूमि	निजी	निरंक	निरंक	निरंक
2	जबलपुर	जबलपुर	मंगेली	7	0.47	निजी भूमि	निजी	निरंक	निरंक	निरंक
3	जबलपुर	जबलपुर	मंगेली	160	2.53	3000 वर्गफुट	निजी	निरंक	निरंक	निरंक
4	जबलपुर	जबलपुर	नारायणपुर	190 / 243	0.96	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
5	जबलपुर	जबलपुर	नारायणपुर	189 / 243	0.96	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
6	जबलपुर	जबलपुर	नारायणपुर	192	0.78	2000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
7	जबलपुर	जबलपुर	नारायणपुर	187	0.78	2000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
8	जबलपुर	जबलपुर	नारायणपुर	182	0.78	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
9	जबलपुर	जबलपुर	नारायणपुर	184	0.99	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
10	जबलपुर	जबलपुर	नारायणपुर	174	0.08	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
11	जबलपुर	जबलपुर	नारायणपुर	174	0.08	300 वर्गफुट	निजी	निरंक	निरंक	निरंक
12	जबलपुर	जबलपुर	नारायणपुर	174	0.08	300 वर्गफुट	निजी	निरंक	निरंक	निरंक
13	जबलपुर	जबलपुर	नारायणपुर	174	0.08	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
14	जबलपुर	जबलपुर	नारायणपुर	175	0.32	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
15	जबलपुर	जबलपुर	नारायणपुर	175	0.32	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
16	जबलपुर	जबलपुर	नारायणपुर	175	0.32	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
17	जबलपुर	जबलपुर	नारायणपुर	175	0.32	700 वर्गफुट	निजी	निरंक	निरंक	निरंक
18	जबलपुर	जबलपुर	नारायणपुर	168	0.36	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
19	जबलपुर	जबलपुर	नारायणपुर	166	0.04	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
20	जबलपुर	जबलपुर	नारायणपुर	166	0.04	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
21	जबलपुर	जबलपुर	नारायणपुर	213	0.04	500 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
22	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक

23	जबलपुर	जबलपुर	नारायणपुर	213	0.04	500,300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
24	जबलपुर	जबलपुर	नारायणपुर	213	0.04		शासकीय	निरंक	निरंक	निरंक
25	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
26	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
27	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
28	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
29	जबलपुर	जबलपुर	नारायणपुर	213	0.04	300 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
30	जबलपुर	जबलपुर	नारायणपुर	146	0.06	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
31	जबलपुर	जबलपुर	नारायणपुर	146	0.06	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
32	जबलपुर	जबलपुर	नारायणपुर	146	0.06	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
33	जबलपुर	जबलपुर	नारायणपुर	34/1	0.10	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
34	जबलपुर	जबलपुर	नारायणपुर	34/1	0.10	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
35	जबलपुर	जबलपुर	नारायणपुर	34/1	0.10	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
36	जबलपुर	जबलपुर	नारायणपुर	34/1	0.10	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
37	जबलपुर	जबलपुर	नारायणपुर	33	1.03	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
38	जबलपुर	जबलपुर	नारायणपुर	31/1	0.11	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
39	जबलपुर	जबलपुर	नारायणपुर	36	0.15	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
40	जबलपुर	जबलपुर	नारायणपुर	36/1	0.15	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
41	जबलपुर	जबलपुर	नारायणपुर	27	0.32	5000 वर्गफुट	निजी	निरंक	निरंक	निरंक
42	जबलपुर	जबलपुर	नारायणपुर	27	0.32	300 वर्गफुट	निजी	निरंक	निरंक	निरंक
43	जबलपुर	जबलपुर	नारायणपुर	27	0.32	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
44	जबलपुर	जबलपुर	नारायणपुर	27	0.32	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
45	जबलपुर	जबलपुर	नारायणपुर	27	0.32	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
46	जबलपुर	जबलपुर	नारायणपुर	9	1.02	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
47	जबलपुर	जबलपुर	नारायणपुर	9	1.02	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
48	जबलपुर	जबलपुर	नारायणपुर	9	1.02	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
49	जबलपुर	जबलपुर	नारायणपुर	9	1.02	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
50	जबलपुर	जबलपुर	नारायणपुर	9	1.02	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
51	जबलपुर	जबलपुर	नारायणपुर	8	1.02	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
52	जबलपुर	जबलपुर	नारायणपुर	7	0.46	800 वर्गफुट	निजी	निरंक	निरंक	निरंक

53	जबलपुर	जबलपुर	नारायणपुर	7	0.46	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
54	जबलपुर	जबलपुर	नारायणपुर	7	0.46	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
55	जबलपुर	जबलपुर	नारायणपुर	7	0.46	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
56	जबलपुर	जबलपुर	नारायणपुर	17/1	0.36	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
57	जबलपुर	जबलपुर	नारायणपुर	17/1	0.36	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
58	जबलपुर	जबलपुर	नारायणपुर	17/1	0.36	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
59	जबलपुर	जबलपुर	नारायणपुर	17/1	0.36	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
60	जबलपुर	जबलपुर	नारायणपुर	17/1	0.36	800 वर्गफुट	निजी	निरंक	निरंक	निरंक
61	जबलपुर	जबलपुर	नारायणपुर	5/1	0.05	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
62	जबलपुर	जबलपुर	नारायणपुर	5/1	0.05	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
63	जबलपुर	जबलपुर	नारायणपुर	5/2	0.07	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
64	जबलपुर	जबलपुर	नारायणपुर	6/2	0.04	400 वर्गफुट	निजी	निरंक	निरंक	निरंक
65	जबलपुर	जबलपुर	नारायणपुर	6/2	0.04	400 वर्गफुट	निजी	निरंक	निरंक	निरंक
66	जबलपुर	जबलपुर	सिरहनी	206	1.05		निजी	निरंक	निरंक	निरंक
67	जबलपुर	जबलपुर	सिरहनी	199/2	0.19		निजी	निरंक	निरंक	निरंक
68	जबलपुर	जबलपुर	सिरहनी	144	11.94		शासकीय	निरंक	निरंक	निरंक
69	जबलपुर	जबलपुर	सिरहनी	144	11.94		शासकीय	निरंक	निरंक	निरंक
70	जबलपुर	जबलपुर	सिरहनी	98/1	0.24		निजी	निरंक	निरंक	निरंक
71	जबलपुर	जबलपुर	सिरहनी	99/1	0.24		निजी	निरंक	निरंक	निरंक
72	जबलपुर	जबलपुर	समद पिपरिया	15	1.81		निजी	निरंक	निरंक	निरंक
73	जबलपुर	जबलपुर	सिलपुरा	88/2	0.20	रहवास	निजी	निरंक	निरंक	निरंक
74	जबलपुर	जबलपुर	सिलपुरा	111	0.34	रहवास	निजी	निरंक	निरंक	निरंक
75	जबलपुर	जबलपुर	सिलपुरा	117	0.68	व्यावसायिक	निजी	निरंक	निरंक	निरंक
76	जबलपुर	जबलपुर	सिलपुरा	68/1 68/2	0.49	स्वयं उपयोग	निजी	निरंक	निरंक	निरंक
77	जबलपुर	जबलपुर	घुन्सौर	220	0.10	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
78	जबलपुर	जबलपुर	घुन्सौर	225	0.02	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
79	जबलपुर	जबलपुर	घुन्सौर	180	0.01	8000 वर्गफुट	निजी	निरंक	निरंक	निरंक
80	जबलपुर	जबलपुर	घुन्सौर	33	0.01	600, 500 वर्गफुट	निजी	निरंक	निरंक	निरंक
81	जबलपुर	जबलपुर	घुन्सौर	33	0.01	600 वर्गफुट	निजी	निरंक	निरंक	निरंक

82	जबलपुर	जबलपुर	घुन्सौर	190	0.54	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
83	जबलपुर	जबलपुर	घुन्सौर	224	0.03	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
84	जबलपुर	जबलपुर	घुन्सौर	221	0.06	800 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
85	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
86	जबलपुर	जबलपुर	घुन्सौर	178	2.81	800 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
87	जबलपुर	जबलपुर	घुन्सौर	178	2.81	800, 900	शासकीय	निरंक	निरंक	निरंक
88	जबलपुर	जबलपुर	घुन्सौर	178	2.81		शासकीय	निरंक	निरंक	निरंक
89	जबलपुर	जबलपुर	घुन्सौर	196	0.12	300 वर्गफुट	निजी	निरंक	निरंक	निरंक
90	जबलपुर	जबलपुर	घुन्सौर	199	0.39	1500 वर्गफुट	निजी	निरंक	निरंक	निरंक
91	जबलपुर	जबलपुर	घुन्सौर	167/1, 167/2/3, 169/2	0.90	पूर्व पर लकड़ी है	निजी	निरंक	निरंक	निरंक
92	जबलपुर	जबलपुर	घुन्सौर	17[illegible]	0.04	400 वर्गफुट	निजी	निरंक	निरंक	निरंक
93	जबलपुर	जबलपुर	घुन्सौर	174	0.03	600 वर्गफुट	निजी	निरंक	निरंक	निरंक
94	जबलपुर	जबलपुर	घुन्सौर	172	0.09	500 वर्गफुट	निजी	निरंक	निरंक	निरंक
95	जबलपुर	जबलपुर	घुन्सौर	176	0.01	1500 वर्गफुट	निजी	निरंक	निरंक	निरंक
96	जबलपुर	जबलपुर	घुन्सौर	178	2.81	800 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
97	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1200 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
98	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
99	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
100	जबलपुर	जबलपुर	घुन्सौर	178	2.81	900 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
101	जबलपुर	जबलपुर	घुन्सौर	178	2.81	2000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
102	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
103	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
104	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
105	जबलपुर	जबलपुर	घुन्सौर	178	2.81	600 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
106	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
107	जबलपुर	जबलपुर	घुन्सौर	178	2.81	500 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
108	जबलपुर	जबलपुर	घुन्सौर	178	2.81	900 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
109	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक
110	जबलपुर	जबलपुर	घुन्सौर	178	2.81	1000 वर्गफुट	शासकीय	निरंक	निरंक	निरंक

111	जबलपुर	जबलपुर	पुनगीर	160	0.01	2000 वर्गफुट	निजी	निरंक	निरंक	निरंक
112	जबलपुर	जबलपुर	पुनगीर	162	0.01	600 वर्गफुट	निजी	निरंक	निरंक	निरंक
113	जबलपुर	जबलपुर	पुनगीर	164	0.01	700 वर्गफुट	निजी	निरंक	निरंक	निरंक
114	जबलपुर	जबलपुर	पुनगीर	161	0.01	700 वर्गफुट	निजी	निरंक	निरंक	निरंक
115	जबलपुर	जबलपुर	घाना	121	1.20	2500 वर्गफुट	निजी	निरंक	निरंक	निरंक
116	जबलपुर	जबलपुर	घाना	121	1.20	4000 वर्गफुट	निजी	निरंक	निरंक	निरंक
117	जबलपुर	जबलपुर	घाना	149 / 2	0.40	गायत्री गार्डन बाउंड्रीवॉल	निजी	निरंक	निरंक	निरंक
118	जबलपुर	जबलपुर	घाना	333 / 8		2000 वर्गफुट	हाउ. / निजी	निरंक	निरंक	निरंक
119	जबलपुर	जबलपुर	घाना	132 / 2	0.05	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
120	जबलपुर	जबलपुर	घाना	113 / 1	0.43	3300 वर्गफुट	निजी	निरंक	निरंक	निरंक
121	जबलपुर	जबलपुर	घाना	27	2.23	10 एकड़	निजी	निरंक	निरंक	निरंक
122	जबलपुर	जबलपुर	घाना	93	1.22	3000 वर्गफुट	निजी	निरंक	निरंक	निरंक
123	जबलपुर	जबलपुर	जोतपुर	161 / 2	1.32	1500 वर्गफुट	निजी	निरंक	निरंक	निरंक
124	जबलपुर	जबलपुर	जोतपुर	160	4.09	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
125	जबलपुर	जबलपुर	जोतपुर	31	0.71	1000 वर्गफुट	निजी	निरंक	निरंक	निरंक
126	जबलपुर	जबलपुर	जोतपुर	30	0.55	1500 वर्गफुट	निजी	निरंक	निरंक	निरंक
127	जबलपुर	जबलपुर	लार्हेटी	6 / 1	1.72	300 वर्गफुट	निजी	निरंक	निरंक	निरंक
128	जबलपुर	जबलपुर	लार्हेटी	7	0.30	450 वर्गफुट	निजी	निरंक	निरंक	निरंक
129	जबलपुर	जबलपुर	शिवनीटोला	26	0.02	2750 वर्गफुट	निजी	निरंक	निरंक	निरंक
130	जबलपुर	जबलपुर	शिवनीटोला	17 / 1, 22 / 2	0.23, 0.04	2500 वर्गफुट	निजी	निरंक	निरंक	निरंक
131	जबलपुर	जबलपुर	शिवनीटोला	70	0.89	1950 वर्गफुट	निजी	निरंक	निरंक	निरंक
132	जबलपुर	सिहोरा	भटौली	64/1	19.104		सरकारी	निरंक	निरंक	निरंक
133	जबलपुर	शहपुरा	नीमखेड़ा	326	44.14	44.14	शासकीय	निरंक	निरंक	निरंक
134	जबलपुर	शहपुरा	झुरझुंपेनरिया	428	30.29	30.29	शासकीय	निरंक	निरंक	निरंक
135	जबलपुर	शहपुरा	खैरी	151	8.41	8.41	शासकीय	निरंक	निरंक	निरंक
136	जबलपुर	शहपुरा	परगंवा नवीन	414	26.74	26.74	शासकीय	निरंक	निरंक	निरंक
137	जबलपुर	शहपुरा	पुरातलाना	558	24.45	24.45	शासकीय	निरंक	निरंक	निरंक
138	जबलपुर	शहपुरा		569 / 1	30.68	30.68	शासकीय	निरंक	निरंक	निरंक

139	जबलपुर	शहपुरा	परसटी	984	44.68	44.68	शासकीय	निरंक	निरंक	निरंक
140	जबलपुर	शहपुरा	आलोरा	328	32.12	32.12	शासकीय	निरंक	निरंक	निरंक
141	जबलपुर	शहपुरा	गुनावर	1003	57.66	57.66	शासकीय	निरंक	निरंक	निरंक
142	जबलपुर	शहपुरा	कुशली	487	30.89	30.89	शासकीय	निरंक	निरंक	निरंक
143	जबलपुर	शहपुरा	बलरेहटी	338	13.45	13.45	शासकीय	निरंक	निरंक	निरंक
144	जबलपुर	शहपुरा	पचला	397	29.84	29.84	शासकीय	निरंक	निरंक	निरंक
145	जबलपुर	शहपुरा	जुगपुरा	126	25.57	25.57	शासकीय	निरंक	निरंक	निरंक
146	जबलपुर	शहपुरा	धुधरी	1	14.45	14.45	शासकीय	निरंक	निरंक	निरंक
147	जबलपुर	शहपुरा	भीकमपुर	122	04. 15	04. 15	शासकीय	निरंक	निरंक	निरंक
148	जबलपुर	शहपुरा		129	2. 76	2. 76	शासकीय	निरंक	निरंक	निरंक
149	जबलपुर	शहपुर	भरपुरा	86	15. 08	15. 08	शासकीय	निरंक	निरंक	निरंक
150	जबलपुर	शहपुर		465	13.24	13.24	शासकीय	निरंक	निरंक	निरंक
151	जबलपुर	शहपुर		668	8. 4	8. 4	शासकीय	निरंक	निरंक	निरंक
152	जबलपुर	शहपुरा	बरगढ़	1	8. 91	8. 91	शासकीय	निरंक	निरंक	निरंक
153	जबलपुर	शहपुरा		99	13.47	13.47	शासकीय	निरंक	निरंक	निरंक
154	जबलपुर	शहपुरा		316	1. 76	1. 76	शासकीय	निरंक	निरंक	निरंक
155	जबलपुर	शहपुरा	मुकुपरिया	1	23.36	23.36	शासकीय	निरंक	निरंक	निरंक
156	जबलपुर	शहपुरा		144	10. 07	10. 07	शासकीय	निरंक	निरंक	निरंक
157	जबलपुर	शहपुरा	दोटा	27	17. 05	17. 05	शासकीय	निरंक	निरंक	निरंक
158	जबलपुर	शहपुरा	धरमीजपुर	4	13.30	13.30	शासकीय	निरंक	निरंक	निरंक
159	जबलपुर	शहपुरा		53	6. 01	6. 01	शासकीय	निरंक	निरंक	निरंक
160	जबलपुर	शहपुरा		258	11 44	11. 44	शासकीय	निरंक	निरंक	निरंक
161	जबलपुर	शहपुरा	कुलवार	1	13.81	13.81	शासकीय	निरंक	निरंक	निरंक
162	जबलपुर	शहपुरा		137	11 51	11. 51	शासकीय	निरंक	निरंक	निरंक
163	जबलपुर	शहपुरा	इमलिया	2	11 22	11. 22	शासकीय	निरंक	निरंक	निरंक
164	जबलपुर	शहपुरा	सगडा	58	22. 8	22. 8	शासकीय	निरंक	निरंक	निरंक
165	जबलपुर	शहपुरा	लालपुर	111	19.34	19.34	शासकीय	निरंक	निरंक	निरंक
166	जबलपुर	शहपुर	ग्वारी	1	2. 67	2. 67	शासकीय	निरंक	निरंक	निरंक
167	जबलपुर	शहपुर		21	8. 22	8. 22	शासकीय	निरंक	निरंक	निरंक
168	जबलपुर	शहपुर		94	26.85	26.85	शासकीय	निरंक	निरंक	निरंक
169	जबलपुर	शहपुरा	नीला	246	8. 47	8. 47	शासकीय	निरंक	निरंक	निरंक
170	जबलपुर	शहपुरा	बैलखरका	191	3. 67	3. 67	शासकीय	निरंक	निरंक	निरंक
171	जबलपुर	शहपुरा	हीरापुरखेड़ा	222	1. 76	1. 76	शासकीय	निरंक	निरंक	निरंक
172	जबलपुर	शहपुरा		223	2. 69	2. 69	शासकीय	निरंक	निरंक	निरंक
173	जबलपुर	शहपुरा	खैरी	259	20.94	20.94	शासकीय	निरंक	निरंक	निरंक
174	जबलपुर	शहपुरा	धरमपुरा	415	12. 91	12. 91	शासकीय	निरंक	निरंक	निरंक
175	जबलपुर	शहपुरा		1322	14. 45	14. 45	शासकीय	निरंक	निरंक	निरंक
176	जबलपुर	शहपुरा		1406	8. 91	8. 91	शासकीय	निरंक	निरंक	निरंक

177	जबलपुर	शहपुरा	[illegible]	646	10.07	10.07	शासकीय	निरंक	निरंक	निरंक
178	जबलपुर	शहपुरा		910	12.8	12.8	शासकीय	निरंक	निरंक	निरंक
179	जबलपुर	शहपुरा	पुलगांव	238	11.44	11.44	शासकीय	निरंक	निरंक	निरंक
180	जबलपुर	शहपुरा		285	23.36	23.36	शासकीय	निरंक	निरंक	निरंक
181	जबलपुर	शहपुरा	खमरई	585	6.01	6.01	शासकीय	निरंक	निरंक	निरंक
182	जबलपुर	शहपुरा	[illegible]लपुर	230	17.05	17.05	शासकीय	निरंक	निरंक	निरंक
183	जबलपुर	शहपुरा		231	13.38	13.38	शासकीय	निरंक	निरंक	निरंक
184	जबलपुर	शहपुरा		232	8.4	8.4	शासकीय	निरंक	निरंक	निरंक
185	जबलपुर	शहपुर	मालकहार	152	12.7	12.7	शासकीय	निरंक	निरंक	निरंक
186	जबलपुर	शहपुर	[illegible]मरडोही	151	15.88	15.88	शासकीय	निरंक	निरंक	निरंक
187	जबलपुर	शहपुर	[illegible]पनखेड़ा	165	3.88	3.88	शासकीय	निरंक	निरंक	निरंक
188	जबलपुर	शहपुर		166	2.72	2.72	शासकीय	निरंक	निरंक	निरंक
189	जबलपुर	शहपुर	[illegible]लपठार	165	11.34	11.34	शासकीय	निरंक	निरंक	निरंक
190	जबलपुर	शहपुरा		213	6.62	6.62	शासकीय	निरंक	निरंक	निरंक

191	जबलपुर	तहसील गोरखपुर	[illegible]जाहरी	111/1	14.8440 हे	14.8440 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]खारीपाट	687/1/2	18.8370 हे	18.8370 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]लपुर	203/8/1	29.9590 हे.	29.9590 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]लहारा	56/1	19.5560 हे.	19.5560 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]रगवां	350	10.5300 हे.	10.5300 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]खेड़ाघाट	300	38.3200 हे	38.3200 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]पिपलपुर	227	18.2500 हे.	18.2500 हे	शासकीय	निरंक	निरंक	निरंक
				228	13 हे.	13 हे	शासकीय	निरंक	निरंक	निरंक
			[illegible]पाघाट	1	47.2500 हे.	47.2500 हे	शासकीय	निरंक	निरंक	निरंक

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डिप्टी कलेक्टर
कलेक्ट्रेट कार्यालय
जिला–जबलपुर

Annexure : 3

Narmada River - Revenue Area Details

Status of ideentification of the boundary of Narmada River and status of removal of encroachments/ illegal constructions in Narmada River

S.No	District	City/Town	Date of publication of T&CP Master Plan	Width under buffer zone of Narmada River	Revenue village	Khasra No	Total Area	Revenue area under buffer zone of Narmada	Title/Gomp/Private	No of encroachments/illegal construction	Name of encroachers//illegal constructor	Type of encrochement/illegal construction
1	2	3			4	5	6	7	8	9	10	11
1	[illegible]	[illegible]	1/10/2008	300 मीटर	किलहरी	102	0.851 हे.	1000 वर्गमीटर	शासकीय	1	श्मशानघाट की सड़क	टीन शेड निर्माण
											नाम स्व. प्रेमानंद आत्मज	अवशिष्ट
											नेहरानी घाट से लगा	
											हुआ	
2	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	300 वर्गमीटर	शासकीय	1	रामकिशोर तिवारी पिता	पक्का शौचा
											स्व.मंगीलाल तिवारी	ईंट अवशिष्ट
											मरघई गोविन्दा श्मशान	
											घाट के पास मोटरी रोड	
3	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	240 वर्गमीटर	शासकीय	1	सुरेन्द्र शंकर पिता	पक्का आरसी
											गजानंद केकर मरावीया	सी. आरसीसी
											मढ़ताला श्मशानघाट के	
											पास	
4	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	120 वर्गमीटर	शासकीय	1	प्यारेलाल गहरवार	कच्चा शौचालय
											के श्मशान घाट मढ़ताला	ईंट अवशिष्ट
											घाट रोड स्थित हिरासा	
											के बीच में	
5	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	600 वर्गमीटर	शासकीय	1	श्रीपति साकी सुरेन्द्र	पक्का आरसी
											लक्ष्मीदास अर्जुन	सी. आरसीसी
											श्मशान घाट रोड साइड	
											किसान के खेत से	
6	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	300 वर्गमीटर	शासकीय	1	आशीष पटैल पिता	कच्चा खपरैल
											नोरीलाल पटैल श्मशान	अवशिष्ट
											घाट के पास	
7	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.85 हे.	144 वर्गमीटर	शासकीय	1	बरात अरल पिता भैरोलाल	कच्चा खपरैल
											सड़क श्मशान घाट के	अवशिष्ट
											पास मेन रोड	खाम की
												दुकान
8	[illegible]	नरसिंहपुर	1/10/2008	300 मीटर	किलहरी	92/1	0.851 हे.	120 वर्गमीटर	शासकीय	1	श्रीमति प्रेमलता परवानी	पक्का आरसी
											पति विजय परवानी	सी. अवशिष्ट
											श्मशान घाट के पास रोड	
											पर	
9	[illegible]	नरसिंहपुर	01/10/2008	300 मीटर	किलहरी	92/1	0.851 हे.	600 वर्गमीटर	शासकीय	1	श्रीमति रमला बाई पति	पक्का शौचा
											रूप सिंह पल्लाह मरावी	शीट

10	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.851 हे0	2800 वर्गफुट	इजलास	1	गैस चेम्बर के पास श्री ए.के.चतुर्वेदी एवं शासन सहित शासनेतर के पास	अनिरुद्ध एडवा एडवोकेट की आवासीय अधिवक्ता
11	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.851 हे0	350 वर्गफुट	इजलास	1	राजू पटेल पिता शंकरलाल मुरमाई सिंहोरा जबलपुर पार्क के पास	पक्का सीमेंट शीट आवासीय
12	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.851 हे0	600 वर्गफुट	इजलास	1	नरेश पटेल पिता मंगलाल कालोनाट से कालू से मरमाई नाहलला	एसबेस्टस की आवासीय उपयोग
13	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.851 हे0	600 वर्गफुट	इजलास	1	रमाशंकर साहू पिता लाल सिंह मरमाई नोहल्ला हनुमानताल के पास	कच्चा सीमेंट शीट आवासीय
14	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	1/2	0.757 हे0	300 वर्गफुट	इजलास	1	सनेहीलाल बैरागी पिता एसबेस्टस हनुमान मंदिर के पास	पक्का एसबेस्ट आवासीय
15	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.851 हे0	300 वर्गफुट	इजलास	1	रामप्यारी ठाकुर पति गामू सिंह ठाकुर	कच्चा आवासीय
16	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.405 हे0 ह ⇌	450 वर्गफुट	इजलास	1	हिरालाल परस्तकिर पति गैजल गरमाचिया	पक्का आवासीय
17	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	1/2	0.757 हे0	500 वर्गफुट	इजलास एवं	1	अनिता बैरागी पति सनेहीलाल बैरागी	कच्चा आवासीय
18	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/4	3.975 हे0	600 वर्गफुट	इजलास	1	हरी भाई सेन पति रामकुमार सेन गोरखाग के पास	कच्चा आवासीय
19	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.561 हे0	350 वर्गफुट	इजलास	1	धनेश प्रसाद दुबे पिता शिवशंकर मरमाई के पास	कच्चा दुकान
20	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.561 हे0	1800 वर्गफुट	इजलास	1	हेमन्त दुबे पिता गोविंदलाल दुबे	कच्चा आवासीय
21	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.561 हे0	300 वर्गफुट	इजलास	1	रमेश भाई पति रूप चन्दवाह	कच्चा आवासीय
22	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.561 हे0	120 वर्गफुट	इजलास	1	नजरा हानी पिता हातलदे हर्षा पुलिसथान के पास	कच्चा आवासीय
23	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	92/1	0.561 हे0	400 वर्गफुट	इजलास	1	रामलाल गहलोत थानेदार एस के पास	कच्चा आवासीय
24	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	सिलहरी	105/6	0.646 हे0	4500 वर्गफुट	पेट्रो	1	शैलेन्द्रकुमार दुबेवी पिता स्व. रामचरण रघुवंशी सिद्धमाट रोड	पक्का सीमेंस गार्डन
25	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	गारीगाट	68/3	0.194 हे0	3698 वर्ग	पेट्रो	1	अरुणा पीहान पति अजीत पीहान गा मंदिर दुर्गा आश्रम	पक्का आर.सी. सी

26	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	600 वर्ग	निजी	1	श्रीमति सरोज देवी पाण्डे स्वंसेवक भुरामल धर्मशाला के पीछे	कच्चा पीला ईंट गोलाकार/ अण्डाकीय
27	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	600 वर्ग	निजी	1	अशोक कुमार चैना गप्ते लाल भुरामल धर्मशाला के पीछे	पक्का आर.सी. सी. आकृतिय
28	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/14	0.018 हे0	600 वर्ग	निजी	1	पुष्पराज चतुर्वेदी पिता जगत प्रसाद मुरारका धर्मशाला के पीछे	पक्का ईंट शैल आकारीय
29	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/11	0.008 हे0	600 वर्ग	निजी	1	सईद गुप्ता पिता स्व जगदीश प्रसाद भुरामल धर्मशाला के पीछे	पक्का ईंट शैल आकारीय अण्डाकार
30	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/5	0.018 हे0	1200 वर्ग	निजी	1	जय भोलेनाथ, मूलचंदाल मन्दिर एवं अन्य दुकानें गांधेर के कारण से मैरट पांडेर के सामने	पक्का आर.सी. सी. आकारीय अण्डाकार
31	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	200 वर्ग	निजी	1	अशोक सोनी पिता कल्लू लाल रिहायश के सामने	पक्का आरसीसी आवासीय
32	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	185/1		1000 वर्ग	निजी	1	पुरुषोत्तम बर्मन पिता कल्लू बर्मन निवास के सामने	कच्चा खपरैल आवासीय
33	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	1200 वर्ग	निजी	1	जगेश अग्रवाल पिता राम प्रसाद अग्रवाल भुरामल धर्मशाला के पीछे	पक्का आर.सी. सी. आवासीय
34	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/17	0.111	600 वर्ग	निजी	1	श्रीमति सीता पति राजा कैवर्त निवास के सामने	पक्का आर.सी. सी. आकृतिय
35	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	800 वर्ग	निजी	1	शिवशंकर तिवारी पिता केवल प्रसाद सिंहपाट के सामने, भुरामल धर्मशाला के पीछे	पक्का आर.सी. सी. आवासीय
36	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	184/1/3	0.223 हे0	150 वर्ग	निजी	1	रामानंद तिवारी पिता स्व प्रकाश तिवारी सिंहपाट के सामने, भुरामल धर्मशाला के पीछे	पक्का आर.सी. सी. आवासीय
37	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	187/4	0.057 हे0	500 वर्ग.	पक्की	1	तरुण सिंघम धर्मशाला कलिया बाले बाबा आश्रम के सामने	पक्का आर.सी. सी आवासीय
38	जबलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	पारीघाट	143	0.004 हे0	1600 वर्ग	पक्की	1	कुशलता श्याम पति आर पी श्याम गोदान स्कूल के बापू में निशा गोदान पति आर	पक्का आर.सी. सी आवासीय पक्का खपरैल

39	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	112 / 2	0.028 हे0	1500 वर्ग	निजी	1	पहिला खरीदार तेज	अजायीव
40	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	57 / 4	1.865 हे0	1050 वर्ग	निजी	1	अन्य विक्रेता एस एस	पक्का आर सी.
											खरीद खरीदार साई	सी. आवासीय
											ग्राम के पास	
41	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	57 / 4	1.865 हे0	1050 वर्ग	निजी	1	सीता देवी पति लोग नारी	पक्का आर सी.
											खरीद खरीदार साई	सी. आवासीय
											ग्राम के पास	
42	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	82	0.149 हे0	1300 वर्ग	निजी	1	पुत्र लाला कुशवाहा	पक्का आर सी
											बेला सुन्दर लाल कुशवाहा	सी आवासीय
											खरीद खरीदार साई	
											ग्राम के पास	
43	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	58 / 1	0.149 हे0	1300 वर्ग.	निजी	1	उमा शुक्ला पति राकेश	पक्का आर सी
						58 / 1					शुक्ला खरीद विक्रेता से	सी आवासीय
						60 / 1					ग्राम	
44	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	58 / 1	0.149 हे0	1300 वर्ग.	निजी	1	निशा कारकार पति रमेश	पक्का आर सी
						58 / 1					खरीद खरीद विक्रेता से	सी आवासीय
						60 / 1					खरीदे गई ग्राम रोड	
45	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	58	0.149 हे0	1280 वर्ग	निजी	1	गोकर्ण नेगम पति एस एस	पक्का आर सी
											तेकाम खरीद विक्रेता से	सी आवासीय
											सामने साईड़ाग रोड	
46	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	62 / 3	1.482	5000 वर्ग	निजी	1	शिवा बाई पत्नि पति स्वर्गी	पक्का आर्किट
											खरीद खरीद चेतकर्ट से	आवासीय
											पीछे साईं ग्राम के पास	
47	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	57 / 4	1.865	500 वर्ग	निजी	1	शिवकुमार तिवारी पिता	पक्का आर सी
											शशांक तिवारी	सी आवासीय
											सांईधाम रोड	
48	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	104 / 1 / 2	0.013	1400 वर्ग	निजी	-	ऋषि कुमार चालक पिता	पक्का आर्किटे
											पुलक प्रसाद तिवारी	टी. आवासीय
											के सामने भूरामल धर्मशाला	
											के पास	
49	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	104 / 4 / 1	0.005 हे0	600 वर्ग	निजी	-	सचिन लाल गोदी सिद्धघाट	पक्का आर.सी.
											के सामने	टी. आवासीय
50	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	184 / 1 / 3	0.222 हे0	150 वर्ग	निजी	-	ज्योति बाई बघेल पति स्व	पक्का आर सी
											नुनुलाल सिद्धघाट के	सी. आवासीय
											सामने	
51	जयलपुर	गोरखपुर	01 / 10 / 2008	300 वर्गफुट	खरीदार	184 / 1 / 3	0.223 हे0	800 वर्ग	निजी	1	अमन बाजपेयी पुरुषोत्त	पक्का आर.सी.
											धर्मशाला के पीछे	सी. आवासीय
											अशोक वर्मा साई मंदिर के	पक्का आर सी

52	[illegible]	[illegible]	01/10/2008	300 वर्गफुट	[illegible]	81/1	0.383 हे0	450 वर्ग	निजी	1	पास	श्री आत्मसिंग
53	नवलपुर	[illegible]	01/10/2008	300 वर्गफुट	[illegible]	121	9.62 हे0	750 वर्ग 10500 वर्ग	आवासी	1	चैनिक त्रिपाठी पिता अनिरुद्ध त्रिपाठी बलराम दास श्रीवास्तव के दास	पक्का मकान बालकृष्ण दीन बंधु जी निर्माण अवस्थीय अस्थायित्व
54	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	नवलपुर	28	0.713 हे0	400 वर्ग.	निजी	1	संतोष पति मुनेश जयपाल [illegible]	पक्का टीन शेड अस्थायीय
55	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	लक्ष्मीनगर	167	1.20 हे0	900 वर्ग	व्यवसायिक आवासी		अंजिलता पोद्दार पिता एस.के. तिवारी	पक्का मकान
56	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	गोरखपुर	49	0.931 हे0	500 वर्ग.	व्यवसायिक आवासीय	1	गोपाल अग्रवाल	पक्का मकान
57	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	भेड़ाघाट	57	115.30 हे0	500 वर्ग	आवासीय बने प्लाट का अंतर	1	देवीलाल पिता मिलन सेन	आर पक्का मकान
58	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	76/1/1/4	0.1210	600 वर्ग	निजी	–	मानसी डाह	उर्वी पक्का कौशल
59	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	76/1/1/4	0.1210	600 वर्ग	निजी	–	अजगा यादव पिता गंगाप्रसाद यादव	उर्वी पक्का पुराना
60	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	75/9	0.112	700 वर्ग	निजी	–	नाना चिरगानी	पक्का मकान
61	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	84/2	1.54 हे0	1200 वर्ग	निजी		विनोद शर्मा पिता रविन्द्र कुन्दर शर्मा	पक्का मकान
62	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	84/2	1.54 हे0	1200 वर्ग	निजी	–	विनोद शर्मा पिता रविन्द्र कुन्दर शर्मा	पक्का मकान
63	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	84/2	1.54 हे0	800 वर्ग	निजी	–	विनोद शर्मा पिता रविन्द्र कुन्दर शर्मा	उर्वी पक्का मकान
64	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	[illegible]	72/4	0.50 हे0	600 वर्ग	निजी	–	शंकर नारायण पिता बाबूलाल	कौशल
65	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	गोरखपुर	202/1	0.76 हे0	600 वर्ग	निजी	–	डॉ0 रजत गौतम	उर्वी पक्का मकान
66	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	गोरखपुर	202/1	0.76 हे0	600 वर्ग	निजी	–	डॉ0 रजत गौतम	गौतमान
67	नवलपुर	गोरखपुर	01/10/2008	300 वर्गफुट	गोरखपुर	104	0.58 हे0	400 वर्ग	शासकीय		भैरवी कुमार दुबे	पक्का मकान
68	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	[illegible]	18	4.52	4.52	निजी	1	गुलशन सोनकर	
69	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	पनेली	7	0.47	0.47	निजी	1	श्री मिठाई लाल्लेलाल	
70	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	पनेली	160	2.53	2.53	निजी	1	श्री बालकृष्ण बल्द राम नारायण	
71	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	188/240	0.96	0.96	निजी	1	श्री लोकेश रतनवन	पिता श्री आशा
72	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	188/240	0.96	0.96	निजी	1	श्री लोकेश रतनवन	पिताश्री
73	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	182	0.78	0.78	शासकीय	1	श्री अनिल पिता बेचनलाल	
74	नवलपुर	नवलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	182	0.78	0.78	शासकीय	1	श्री बल्ल पिता पनेला	

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75	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	182	0.78	0.78	शासकीय	1	सरकारी स्कूल नारायणपुर	
76	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	184	0.99	0.99	निजी	1	श्री रामेश्वर यादव	कृषि कार्य
77	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	174	0.08	0.08	निजी	1	सीता पाठ	निवास
78	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	174	0.08	0.08	निजी	1	शकरलाल पिता बेनी	निवास
79	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	174	0.08	0.08	निजी	1	आशा उसरे पिता फुलचं	निवास
80	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	174	0.08	0.08	निजी	1	कमल पिता फुलचं वर्मा	निवास
81	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	175	0.32	0.32	निजी	1	मोहनलाल फुलचं	निवास
82	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	175	0.32	0.32	निजी	1	हरी वर्मन पिता फुलचं	निवास
83	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	175	0.32	0.32	निजी	1	रामदास पिता बैसाखू वर्मन	निवास
84	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	175	0.32	0.32	निजी	1	सरला पिता धरम	निवास
85	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	165	0.06	0.06	निजी	1	श्री विवेक उपाध्याय	निवास
86	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	186	0.04	0.04	निजी	1	बेचू पिता रामलाल	निवास
87	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	186	0.04	0.04	निजी	1	दशरथ पिता शिवलाल	निवास
88	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	213	0.04	0.04	शासकीय	1	गोपाल पिता देवनाल	निवास
89	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	213	0.04	0.04	शासकीय	1	फूलाबाई पिता कजौरी लाल	निवास
90	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	211	0.04	0.04	शासकीय	2	लाल पिता बेनू यादव	निवास
91	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	210	0.04	0.04	शासकीय	1	[illegible] पिता परमई यादव	निवास
92	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	219	0.04	0.04	शासकीय	1	मुनमुनलाल पिता गोटी लाल	
93	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	215	0.04	0.04	शासकीय	1	फूलबाई पिता गुलाब गौड़	आबादी
94	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	211	0.04	0.04	शासकीय	1	[illegible] बाई पति [illegible]	आबादी
95	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	210	0.04	0.04	शासकीय	1	सुरेन्द्र पिता मुनीलाल	आबादी
96	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	219	0.04	0.04	शासकीय	1	सीता बाई पिता हुकी लोध	आबादी
97	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	146	0.06	0.06	निजी	1	पेमला दुबे	निजी
98	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	146	0.06	0.06	निजी	1	अंकित कुमार पिता जियालाल	निजी
99	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	146	0.06	0.06	निजी	1	भैरोलाल	निजी
100	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	34/1	0.10	0.10	निजी	1	रामाधार पिता बेचू	निजी
101	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	34/1	0.10	0.10	निजी	1	मगनलाल दास/हरीलाल	निजी
102	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	34/1	0.10	0.10	निजी	1	बालकृष्ण/हरीलाल कुशवाहा	निजी
103	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	34/1	0.10	0.10	निजी	1	राकेश पिता हरीलाल	निजी
104	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	33	1.03	1.03	निजी	1	रमाकांत अटल बिहारी पिता एम.एल.	निजी
105	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	21/1	0.11	0.11	निजी	1	अजय शुक्ला	निजी
106	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	38	0.15	0.15	निजी	1	मन्नू लाल पिता दिशानीलाल	निजी
107	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	36/1	0.15	0.15	निजी	1	सुरेश गहेत	निजी
108	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	27	0.32	0.32	निजी	1	रमाकांत पिता रामकुमार विश्वकर्मा	निजी
109	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	27	0.32	0.32	निजी	1	रवि लखवानी पिता गुलाब	निजी
110	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	नारायणपुर	27	0.32	0.32	निजी	1	सुनील शर्मा पिता [illegible]	निजी

111	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	27	0.32	0.32	निजी	1	दुलारे	निजी
112	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	27	0.32	0.32	निजी	1	शालिकराम शत्रोपा पिता फुल्ल लाल	निजी
113	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	4	1.02	1.02	निजी	1	बिहारीलाल पिता चेतूलाल	निजी
114	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	5	1.02	1.02	निजी	1	पुरन लाल यादव	निजी
115	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	6	1.02	1.02	निजी	1	करन कुशवाहा	निजी
116	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	8	1.02	1.02	निजी	1	हजारीलाल लोधी	निजी
117	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	9	1.02	1.02	निजी	1	दुलारी बाई पति राम नाथ	निजी
118	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	9	1.02	1.02	निजी	1	बिरजो पिता भंडारी	निजी
119	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	7	0.46	0.46	निजी	1	अनोखा प्रसाद पिता घासी लाल	निजी
120	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	7	0.46	0.46	निजी	1	राधाबी	निजी
121	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	7	0.46	0.46	निजी	1	बेदराम पिता बेनी लाल	निजी
122	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	7	0.46	0.46	निजी	1	मन्नो प्रसाद पिता घासी लाल	निजी
123	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	17 / 1	0.36	0.36	निजी	1	भगवान दास पिता मुन्नीलाल	निजी
124	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	17 / 1	0.36	0.36	निजी	1	दिनेश पिता धनराज	निजी
125	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	17 / 1	0.36	0.36	निजी	1	गयाप्रसाद पिता रामबिरजू	निजी
126	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	17 / 1	0.36	0.36	निजी	1	ईश्वरी प्रसाद पिता मुन्नीलाल	निजी
127	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	17 / 1	0.36	0.36	निजी	1	गुलजारीराम पिता मुन्नीलाल	निजी
128	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	5 / 1	0.05	0.05	निजी	1	सुनिल कुमार पिता हीरालाल	निजी
129	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	5 / 1	0.05	0.05	निजी	1	पुनकर कुमार पिता हीरालाल	निजी
130	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	2 / 2	0.02	0.02	निजी	1	रघुराज	निजी
131	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	6 / 2	0.04	0.04	निजी	1	छोटेलाल लोधी	निजी
132	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	नारायणपुर	6 / 2	0.04	0.04	निजी	1	गयाप्रसाद लोधी	निजी
133	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	206	1.05	1.05	निजी	1	लालजी पिता मुन्नर धोबी	धोबी
134	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	199 / 2	0.19	0.19	निजी	1	प्रसाद पिता बुद्धू यादव	यादव
135	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	144	11.94	11.94	शासकीय	1	दरबारसिंह पिता बिरजालाल	
136	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	144	11.94	11.94	शासकीय	1	रतन पिता रैमलाल	
137	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	98 / 1	0.24	0.24	निजी	1	भोपेन्द्र सिंह पिता रणजीत	
138	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	खिरहनी	98 / 1	0.24	0.24	निजी	1	नुरुद्दा बाई	
139	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	बड़ा गिंगरिट	15	1.81	1.81	निजी	1	अनिता राजेश	
140	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	सिलुआ	65 / 2	0.20	0.20	निजी	1	सीता दर्शन सिंह सिद्धार्थ	
141	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	सिलुआ	111	0.34	0.34	निजी	1	सुधीर भाऊ पिता अमरलाल	
142	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	सिलुआ	112	0.88	0.88	निजी	1	सार्वजनिक	हनुमान जी का मंदिर
143	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	सिलुआ	62 / 1, 66 / 2	0.49	0.49	निजी	1	श्रीमती सीमा एडवोकेट दुबेजी	
144	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	पुरवेर	320	0.10	0.10	निजी	1	भोकर प्रसाद दास आजी	मकान
145	जबलपुर	जबलपुर	01 / 10 / 2008	300 बर्गफुट	धुरवेर	425	0.02	0.02	शासकीय	1	पुरुषोत्तम बेदर मोहन	मकान

146	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	180	0.01	0.01	निजी	-	आनंद नगर जबलपुर	मकान
147	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	93	0.01	0.01	पेन्शन	2	सुरेन्द्र सिंह परिहार	मकान
148	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	93	0.01	0.01	पेन्शन	1	बाबूलाल सिंह चौहान	मकान
149	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	190	0.54	0.54	निजी	1	विनोद कुमार सिंह	मकान
150	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	224	0.03	0.03	पेन्शन	1	वासुदेव प्रसाद मिश्रा	मकान
151	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	221	0.06	0.06	शासकीय	1	अशोक कुमार इसरानी	मकान
152	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	नागेश प्रसाद पाण्डेय	मकान
153	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	गुड्डी बाई	मकान
154	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	175	2.61	2.61	शासकीय	1	पुष्पा दीक्षित पत्नी रामलाल	मकान
155	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	174	2.61	2.61	शासकीय	1	श्रीमती दीक्षित	मकान
156	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	192	0.12	0.12	निजी	-	Vacant Plot	मकान
157	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	196	0.39	0.39	निजी	-	राजेन्द्र सिंह श्रीवास्तव	मकान
158	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	167 / 1 167 / 2 / 2, 169 / 2	0.90	0.90	निजी	-	अमरनाथ अग्रवाल एवं अन्य	मकान
159	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	171	0.04	0.04	पेन्शन	1	भुवनदत्त सिंह चौहान	मकान
160	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	172	0.03	0.03	पेन्शन	1	विजय सिंह पिता [illegible]	मकान
161	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	172	0.09	0.09	पेन्शन	1	बलवन्त सिंह झरिया	मकान
162	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	176	0.01	0.01	पेन्शन	1	दिनेश चन्द्र पैयालाल	मकान
163	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	प्रदीप चन्द्र सिंह एवं राजेन्द्र	मकान
164	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	भीला पैथा	मकान
165	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	छोटेलाल मिश्रा	मकान
166	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	अशफाक पठान	मकान
167	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	नर्मदा पैथान	मकान
168	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	रैनशरण गाडर	मकान
169	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	शिवप्रसाद यादव	मकान
170	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	रामलली बाई	मकान
171	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	गहरू ठाकुर	मकान
172	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	लीलाधर पटेल	मकान
173	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	परशुराम पटेल	मकान
174	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	-	पुरुषोत्तम लाडी	मकान
175	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	सकुनाबाई पत्नी स्व. [illegible]	मकान
176	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	अमर सिंह यादव	मकान
177	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	178	2.61	2.61	शासकीय	1	शीतलदास उर्फ बालूदास	मकान
178	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	180	0.01	0.01	पेन्शन	1	लीलाबाई गाडर पत्नी स्व. श्रीधर	मकान
179	जबलपुर	जबलपुर	01 / 10 / 2008	300 कमॅफुर	पुरुषोत्तम	182	0.01	0.01	निजी	1	लक्ष्मीबाई पत्नी दामोदर	मकान

180	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	पुरैना	164	0.01	0.01	निजी	1	सुरेन्द्रनाथ पिता हरिया	मकान
181	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	पुरैना	164	0.01	0.01	निजी	1	राजकुमार देव आनंद	मकान
182	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	121	1.20	1.20	निजी	1	अजय जादव पिता रामलोचन	पक्का मकान
183	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	121	1.20	1.20	निजी	1	अपना घाना एवं अन्य दावेदार	खाली प्लाट
184	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	148/2	0.40	0.40	निजी	1	पवन जायसवाल पिता शिव प्रसाद	पक्का मकान
185	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	130/8			शासकीय	1	सड़क पुलिस लेना आवश्यक पुलिस	मकान
186	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	132/2	0.05	0.05	निजी	1	लक्ष्मीबाई एवं अन्य गोंडी फाटा	टूटी फूटी
187	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	111/1	0.43	0.43	निजी	1	पवन जायसवाल पिता शिव प्रसाद	मकान
188	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	27	2.23	2.23	निजी	1	कैलाश गुप्ता पिता गोपालदास गुप्ता	खाली प्लाट
189	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	घाना	93	1.22	1.22	निजी	1	एसबी पाटीदार कारपोरेट लिमिटेड	मकान
190	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	कटंगा	167/2	1.32	1.32	निजी	1	हरीश कुमार पाल पिता बी.एल पाल	मकान
191	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	कटंगा	186	4.09	4.09	निजी	1	पिता नाम अज्ञात मय वारसे	पटेल सिंह मकान
192	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	कटंगा	31	0.71	0.71	निजी	1	कविता उर्फ पति अशोक रघु	मकान
193	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	कटंगा	30	0.55	0.55	निजी	1	कविता उर्फ पति अशोक रघु	मकान
194	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	लखोरा	4/1	1.72	1.72	निजी	1	श्रीमती अनुराधा पति राजेश सिंह	मकान
195	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	लखोरी	1	0.30	0.30	निजी	1	देवकीबाई गोंड पति पुन्ना गोंड	मकान
196	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	रेलवेलैण्ड	29	0.02	0.02	निजी	1	बालिस्तान स्टेट पिता मगवद पटेल	टायर फैक्ट्री
197	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	सिंगपोरिया	17/1, 22/2	0.23, 0.04	0.23, 0.05	निजी	1	शंकरलाल पटेल पिता भगवानदास पटेल	पेट्रोल
198	जबलपुर	जबलपुर	01/10/2008	300 वर्गफुट	सिंगपोरिया	20	0.89	0.89	निजी	1	पवन उर्फ शिव पिंड	गोंडी फार्म
199	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट	शाहपुरा	82/2/1	0.03	0.03	निजी	1	विनोद पिता रामेश्वर गोंटिया	रिसोर्ट
200	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट	शाहपुरा	7	0.62	0.62	निजी	1	कमिट गोयल/शालिनी गोयल	रिसोर्ट
201	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट		5	0.80	0.80	निजी	1	रविकांत/आरती सेना	रिसोर्ट
202	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट		6/1	0.03	0.03	निजी	1	गणपतलाल रविकांत, राकेश	रिसोर्ट
203	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट	कुलहा	5/2	3.28	3.28	निजी	1	राकेश आ गणपतलाल	रिसोर्ट
204	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट		/1	0.40	0.40	निजी	1	प्रदीप, मनीष आ. रामगोपाल	रिसोर्ट
205	जबलपुर	शाहपुरा	01/10/2008	300 वर्गफुट		/5	0.56	0.56	निजी	1	वेंकेशन रामेश आ शार जी सेना	रिसोर्ट
206	जबलपुर	खांडी	01/10/2008	301 वर्गफुट	पुरैना	36; 37 का आंशिक भाग	1000 व.फ.	1000 व.फ.	शासकीय	1	अर्जुन पिता सुखराम	
207	जबलपुर	खांडी	01/10/2010	302 वर्गफुट	पुरैना	36; 37 का आंशिक भाग	1000 व.फ.	1000 व.फ.	शासकीय	1	उर्मिला पति माधव प्रसाद	
208	जबलपुर	खांडी	01/10/2011	303 वर्गफुट	पुरैना	36; 37 का आंशिक भाग	1000 व.फ.	1000 व.फ	शासकीय	1	पवन पिता शिवरतन	

209	जबलपुर	राशी	01/10/2012	304 बर्गपुर	पुरैया	36; 37 का आधा भाग	600 व.फ.	600 व.फ.	शासकीय	1	अच्छेलाल पिता जीवन	
210	जबलपुर	राशी	01/10/2013	305 बर्गपुर	पुरैया	36; 37 का आधा भाग	450 व.फु.	450 व.फु.	शासकीय	1	राजेश कुमार पिता तुलसीराम	
211	जबलपुर	राशी	01/10/2014	306 बर्गपुर	पुरैया	36; 37 का आधा भाग	450 व.फु.	450 व.फु.	शासकीय	1	सुरेश पिता रमेश	
212	जबलपुर	राशी	01/10/2015	307 बर्गपुर	पुरैया	36; 37 का आधा भाग	600 व.फु.	600 व.फु.	शासकीय	1	घनश्याम पिता अच्छेलाल	
213	जबलपुर	राशी	01/10/2016	308 बर्गपुर	पुरैया	36, 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	अनिल पिता आशा	
214	जबलपुर	राशी	01/10/2017	309 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	राजेश पिता परमूलाल	
215	जबलपुर	राशी	01/10/2018	310 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	विजय पिता परमूलाल	
216	जबलपुर	राशी	01/10/2019	311 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	रज्जन पिता नरेन्द्र	
217	जबलपुर	राशी	01/10/2020	312 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	धुड़ाबाई पति बल्लू	
218	जबलपुर	राशी	01/10/2021	313 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	गौराबाई पति स्व. दिलीप	
219	जबलपुर	राशी	01/10/2022	314 बर्गपुर	पुरैया	36; 37 का आधा भाग	750 व.फु.	750 व.फु.	शासकीय	1	मंगलप्रसाद पिता अज्ञात	
220	जबलपुर	राशी	01/10/2023	315 बर्गपुर	पुरैया	36; 37 का आधा भाग	700 व.फु.	700 व.फु.	शासकीय	1	प्रेमलाल पिता जियालाल	
221	जबलपुर	राशी	01/10/2024	316 बर्गपुर	पुरैया	36; 37 का आधा भाग	400 व.फु.	400 व.फु.	शासकीय	1	रवि पिता प्रेमलाल	
222	जबलपुर	राशी	01/10/2025	317 बर्गपुर	पुरैया	36; 37 का आधा भाग	450 व.फु.	450 व.फु.	शासकीय	1	शंकर पिता प्रेमप्रसाद	

223	[illegible]	राही	01 / 10 / 2025	318 बसंतपुर	दुरेया	36; 37 का अंश भाग	450 व.फु.	450 व.फु.	शासकीय	-	रमाकांत पिता प्रेमलाल	
224	[illegible]	राही	01 / 10 / 2027	319 बसंतपुर	दुरेया	36; 37 का अंश भाग	500 व.फु.	500 व.फु.	शासकीय	-	मुकेश पिता बदीप्रसाद	
225	[illegible]	राही	01 / 10 / 2029	320 बसंतपुर	दुरेया	36; 37 का अंश भाग	500 व.फु.	500 व.फु.	शासकीय	-	नरेश पिता बदीप्रसाद	
226	[illegible]	राही	01 / 10 / 2028	321 बसंतपुर	दुरेया	36; 37 का अंश भाग	500 व.फु.	500 व.फु.	शासकीय	-	दिनेश पिता बदीप्रसाद	
227	[illegible]	राही	01 / 10 / 2030	322 बसंतपुर	दुरेया	36; 37 का अंश भाग	450 व.फु.	450 व.फु.	शासकीय	-	राजेश पिता भौतिम	
228	[illegible]	राही	01 / 10 / 2031	323 बसंतपुर	दुरेया	36; 37 का अंश भाग	450 व.फु.	450 व.फु.	शासकीय	-	नरेन्द्र पिता परमू	
229	[illegible]	राही	01 / 10 / 2032	324 बसंतपुर	दुरेया	36; 37 का अंश भाग	450 व.फु.	450 व.फु.	शासकीय	-	जीतेन्द्र पिता रमेश प्रसाद	
230	[illegible]	राही	01 / 10 / 2033	325 बसंतपुर	दुरेया	36; 37 का अंश भाग	500 व.फु.	500 व.फु.	शासकीय	1	भीतेश पिता सुखचैन	
231	[illegible]	राही	01 / 10 / 2034	326 बसंतपुर	दुरेया	36; 37 का अंश भाग	900 वर्गफु.	900 व.फु.	शासकीय	1	लेखराम पिता रामनाथ	
232	[illegible]	राही	01 / 10 / 2035	327 बसंतपुर	दुरेया	36, 37 का अंश भाग	1000 व.फ.	1000 व.फ.	शासकीय	1	सुलोचना पति फतेहचंद	
233	[illegible]	राही	01 / 10 / 2036	328 बसंतपुर	दुरेया	36; 37 का अंश भाग	1000 व.फ.	1000 व.फ.	शासकीय	1	मुकेश पिता खेतसिंह	
234	[illegible]	राही	01 / 10 / 2037	329 बसंतपुर	दुरेया	36; 37 का अंश भाग	1000 व.फ.	1000 व.फ.	शासकीय	1	रामकली पिता जिवालयल	
235	[illegible]	राही	01 / 10 / 2038	330 बसंतपुर	दुरेया	36; 37 का अंश भाग	750 व.फु.	750 व.फु.	शासकीय	1	मुन्ना पिता रामी	
236	[illegible]	राही	01 / 10 / 2039	331 बसंतपुर	दुरेया	36; 37 का अंश भाग	800 वर्गफु.	800 वर्गफु.	शासकीय	1	दुर्गा पति दुर्गालाल	

237	जबलपुर	रांझी	01/10/2040	332 वर्गफुट	पुरैना	38; 37 का आधा भाग	600 वर्गफुट	600 वर्गफुट	शासकीय	1	शंकर पिता कैलाशप्रसाद	
238	जबलपुर	रांझी	01/10/2041	333 वर्गफुट	पुरैना	38; 37 का आधा भाग	600 व.फु.	600 व.फु.	शासकीय	1	शिवदयाल पिता विष्णु	
239	जबलपुर	रांझी	01/10/2042	334 वर्गफुट	पुरैना	38; 37 का आधा भाग	1500 व.फ.	1500 व.फ.	शासकीय	1	शिवलाल पिता जियालाल	
240	जबलपुर	रांझी	01/10/2043	335 वर्गफुट	पुरैना	38/2	0.100 हैं0	0.100 हैं0	निजी	1	श्रीमति अंजू पति अशोक कुमार	
241	जबलपुर	रांझी	01/10/2044	336 वर्गफुट	पुरैना	43/1 43/2	2000 व.फु.	2000 व.फु.	निजी	1	द्वा स्वामी श्यामदास जी महाराज शिष्य पिता सकेतवासी	

डिप्टी कलेक्टर
कलेक्ट्रेट कार्यालय
जिला–जबलपुर

799

(5800 NARMADAPURAM)

कार्यालय कलेक्टर (भू–अभिलेख शाखा) जिला नर्मदापुरम्

क्रमांक / 2495 / अ भू- अ 4 / एन0जी0टी0 / 2023 नर्मदापुरम. दिनांक– 23 /10/ 2023

प्रति,

उपसचिव
मध्यप्रदेश शासन
पर्यावरण विभाग मन्त्रालय
वल्लभ भवन भोपाल

विषय :– राष्ट्रीय हरित अधिकरण (एन0जी0टी0) के प्रकरण के संबंध में समीक्षा बैठक ।

संदर्भ : – आपका पत्र क्रमांक 989 / 1604843 / 2023 / 32–3 भोपाल दिनांक 18.10.2023

विषयान्तर्गत संदर्भित पत्र के पालन में राष्ट्रीय हरित अधिकरण (एन0जी0टी0) के प्रकरण के संबंध में समीक्षा बैठक के संबंध में चाही गई जानकारी Annexure-2 एवं Annexure-3 तैयार कर scanned हार्ड कापी संलग्न कर आवश्यक कार्यवाही हेतु सादर प्रेषित है।

संलग्न - उपरोक्तानुसार

अपर कलेक्टर
जिला नर्मदापुरम्

Vividh

Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal

Narmada River - Revenue Area Details

S.no	District	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River	Title (GoMP/ Private)	No. of encroachments / illegal constructions	Name of encroachers / illegal constructor	Type of encroachment / Illegal construction
1	2	3	4	5	6	7	8	9	10	11
1	Narmadapuram	Narmadapuram	dongarwada	265	27.693	27.693	GovMP	nil	nill	nil
2	Narmadapuram	Narmadapuram	dongarwada	3	28.502	28.502	GovMP	1	shankar mandir	pakka
3	Narmadapuram	Narmadapuram	khojanpur	1	124.048	124.048	GovMP	nill	nill	nill
4	Narmadapuram	Narmadapuram	malakhedi	1	4.092	4.092	GovMP	nill	nil	nill
5	Narmadapuram	Narmadapuram	malakhedi	25/1	18.883	18.883	GovMP	nill	nil	nill
6	Narmapapuram	Narmadapuram	malakhedi	25/2	4.27	4.27	GovMP	nil	nill	nill
7	Narmadapuram	Narmadapuram	malakhedi	28	4.253	4.257	GovMP	nill	nill	nil
8	Narmadapuram	Narmadapuram	malakhedi	51	4.249	4.249	GovMP	nill	nill	nil
9	Narmadapuram	Narmadapuram	allalabad	1	7.053	7.053	GovMP	nil	nil	nill
10	Narmadapuram	Narmadapuram	allalabad	9	14.091	14.091	GovMP	nil	nill	nill

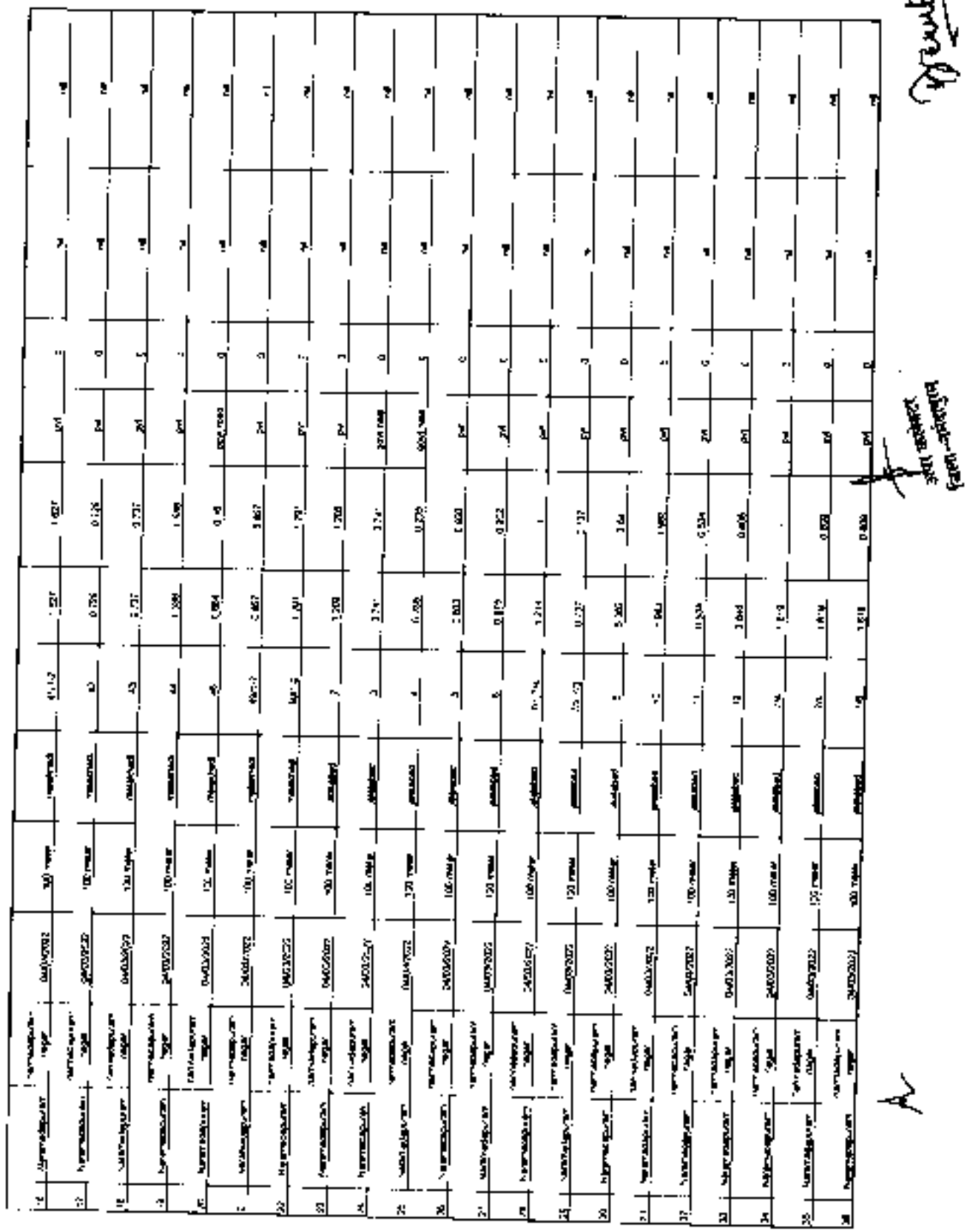
उप संचालक
वित्त-नर्मदापुरम

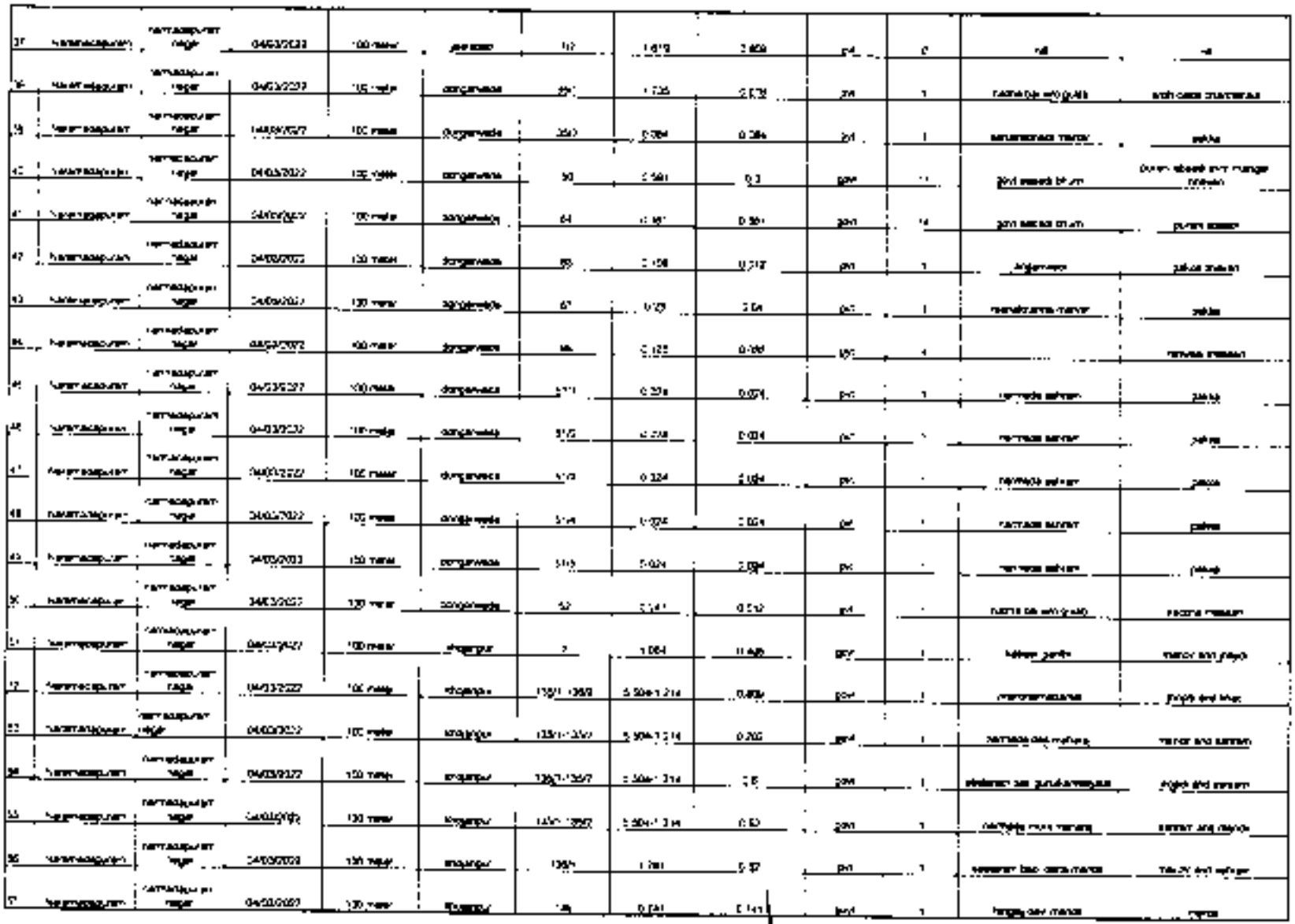
Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions in buffer zone

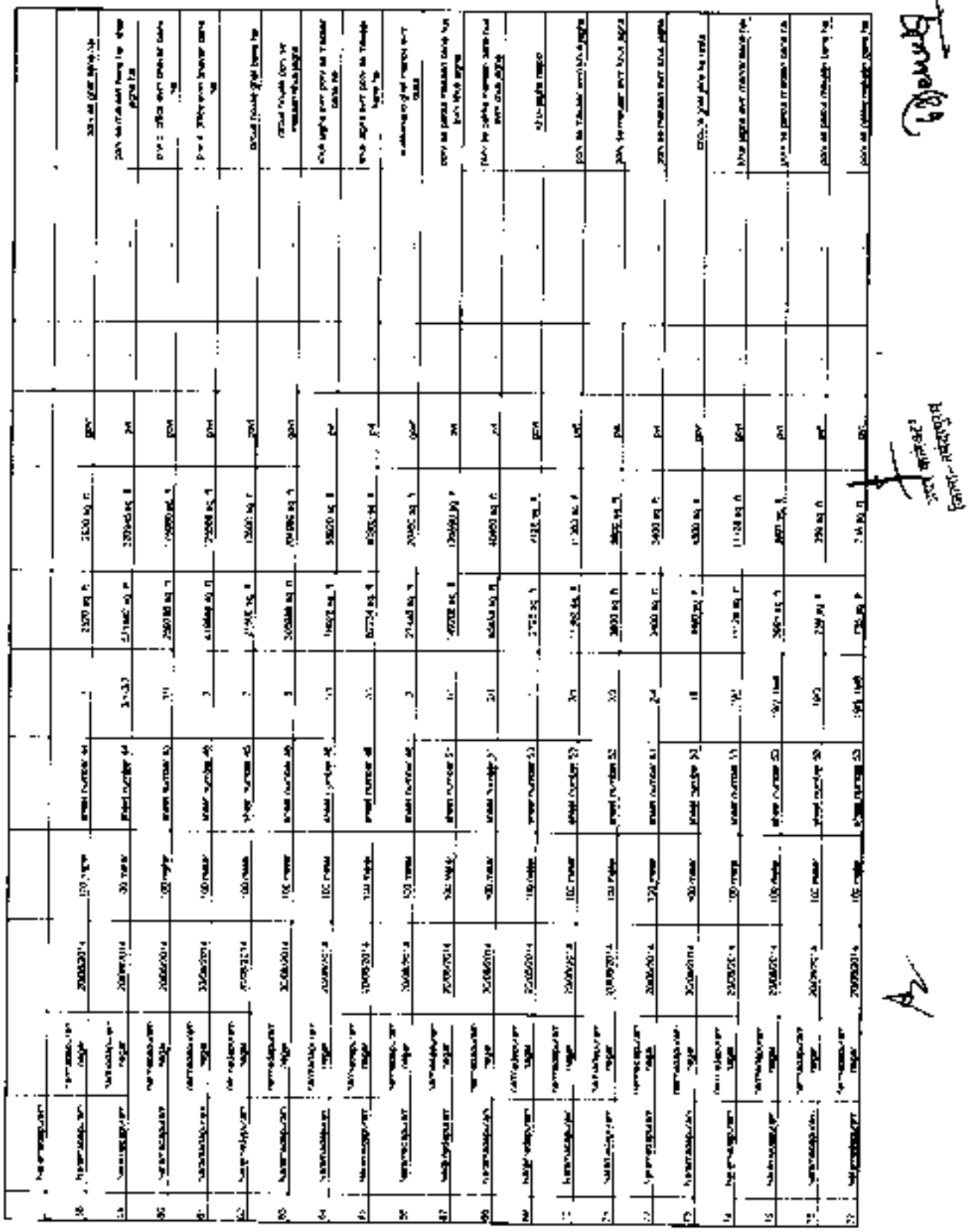
Narmada River - Buffer Area Details Annexure 3

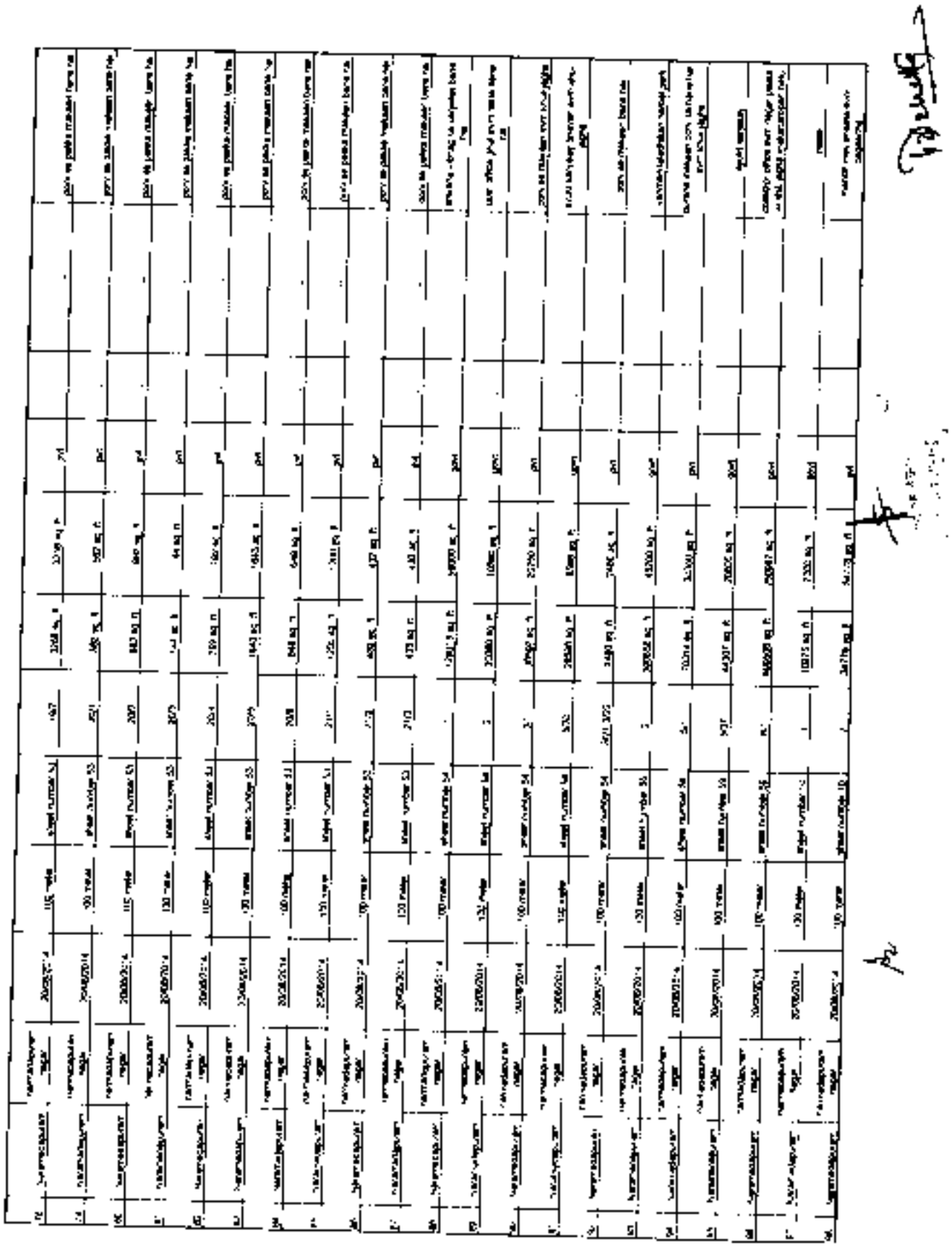
Sr. no	District	City / Town	Date of publication of TMCP Master Plan	Width of the buffer kept as per TMCP Master Plan (if master plan has not been published the width of 1 per 15 m.)	Revenue Village	Khasra No.	Total Area	Revenue Area under Buffer Zone of Narmada River	Title Open/Private	No. of encroachments /Illegal construction	Name of encroachments/Illegal construction	Type of encroachments/Illegal construction
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	2	0.300	0.300	Govt	0	nil	nil
2	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	4	0.30	0.30	Govt	0	nil	nil
3	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	4	0.344	0.344	Govt	0	nil	nil
4	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	5/1, 6/2, 5/2	2.452	0.400	Govt	3	nil	nil
5	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	17	1.600	1.600	Govt	0	nil	nil
6	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	19	1.200	0.800	Govt	2	nil	nil
7	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	19/1, 2, 3, 4	1.381	0.800	Govt	2	nil	nil
8	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	20	0.08	0.08	Govt	0	nil	nil
9	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	21/1, 2, 3	0.275	0.275	Govt	0	nil	nil
10	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	22/1, 2	1.421	0.421	Govt	0	nil	nil
11	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	23	1.200	0.400	Govt	0	nil	nil
12	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	24	0.04	0.04	Govt	0	nil	nil
13	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	27	1.148	1.148	Govt	0	nil	nil
14	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Revenue	28	0.300	0.300	Govt	0	nil	nil
15	Narmadapuram	Narmadapuram Nagar	04/03/2022	100 meter	Rajbhojpur	29	0.432	0.432	Govt	0	nil	nil

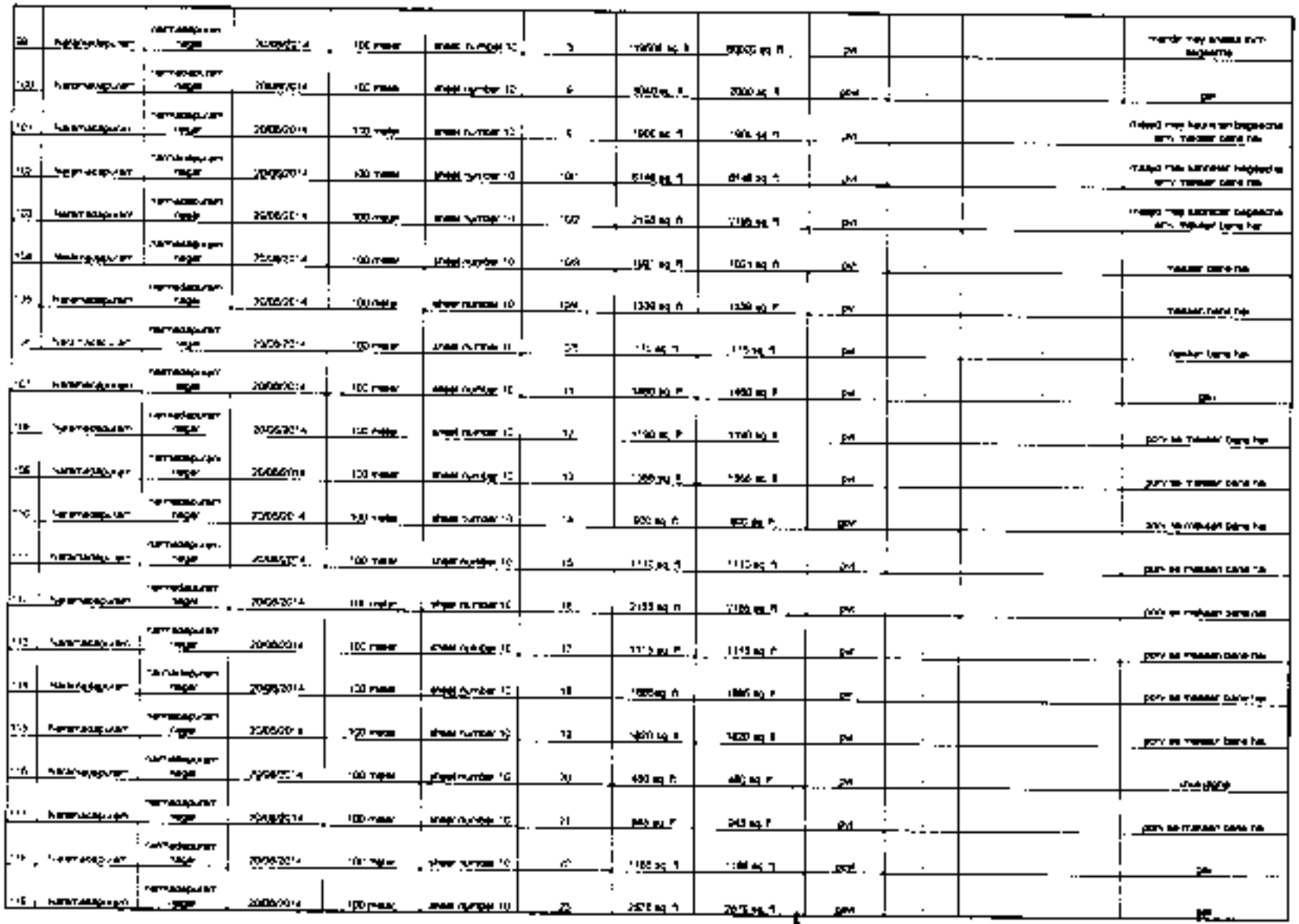
(डी.डी. साहू)
अधर पर्यवेक्षक
तहसीलदार

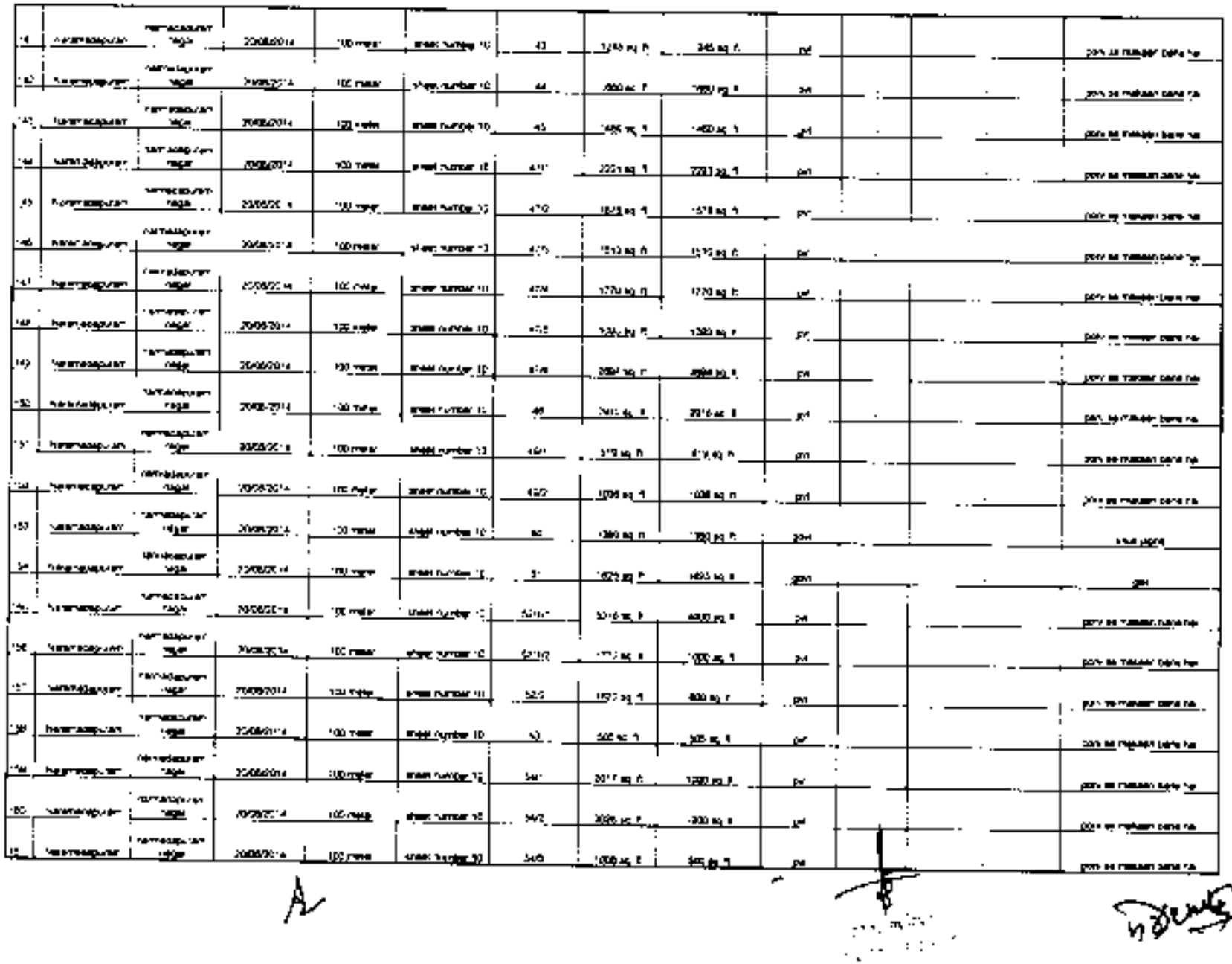


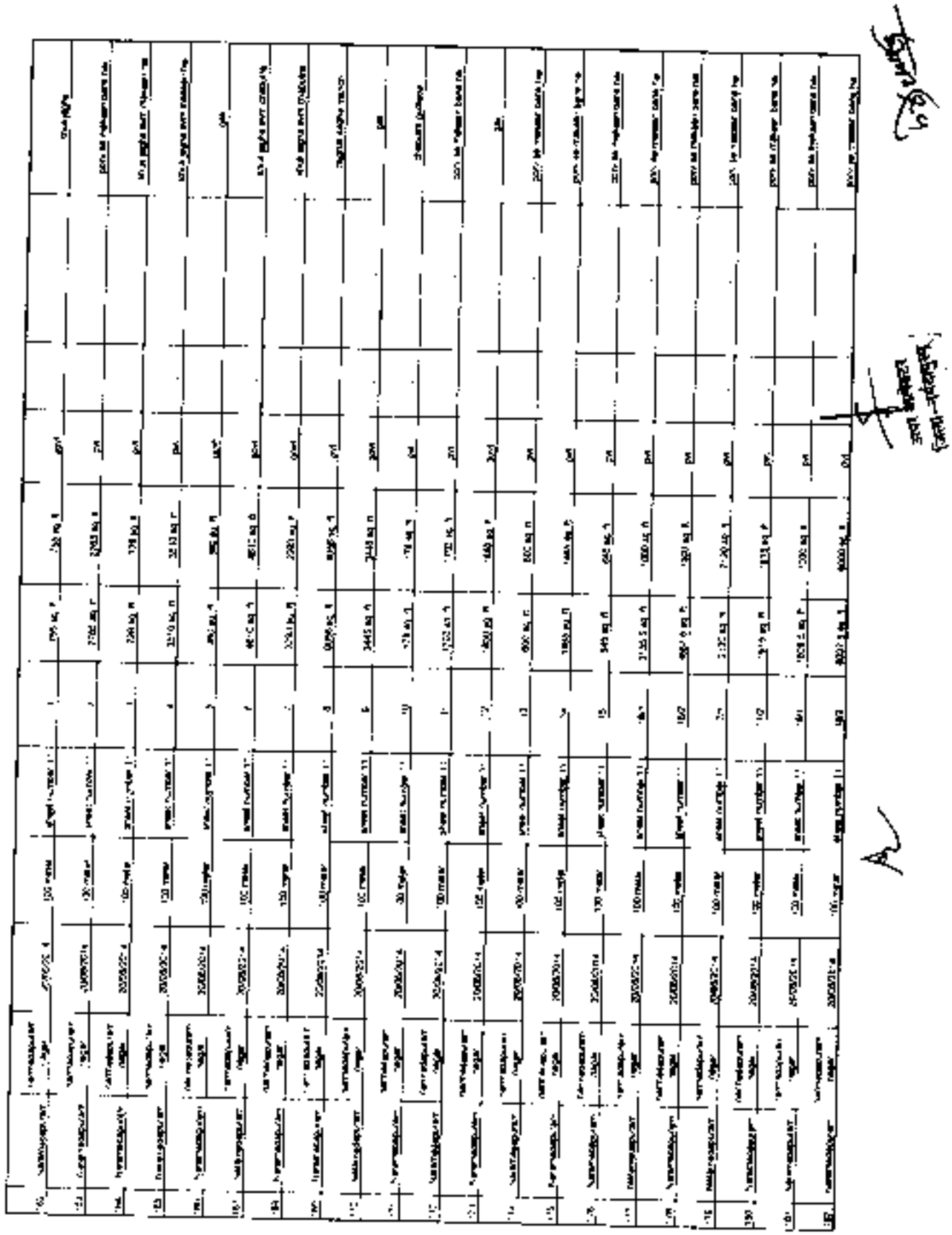


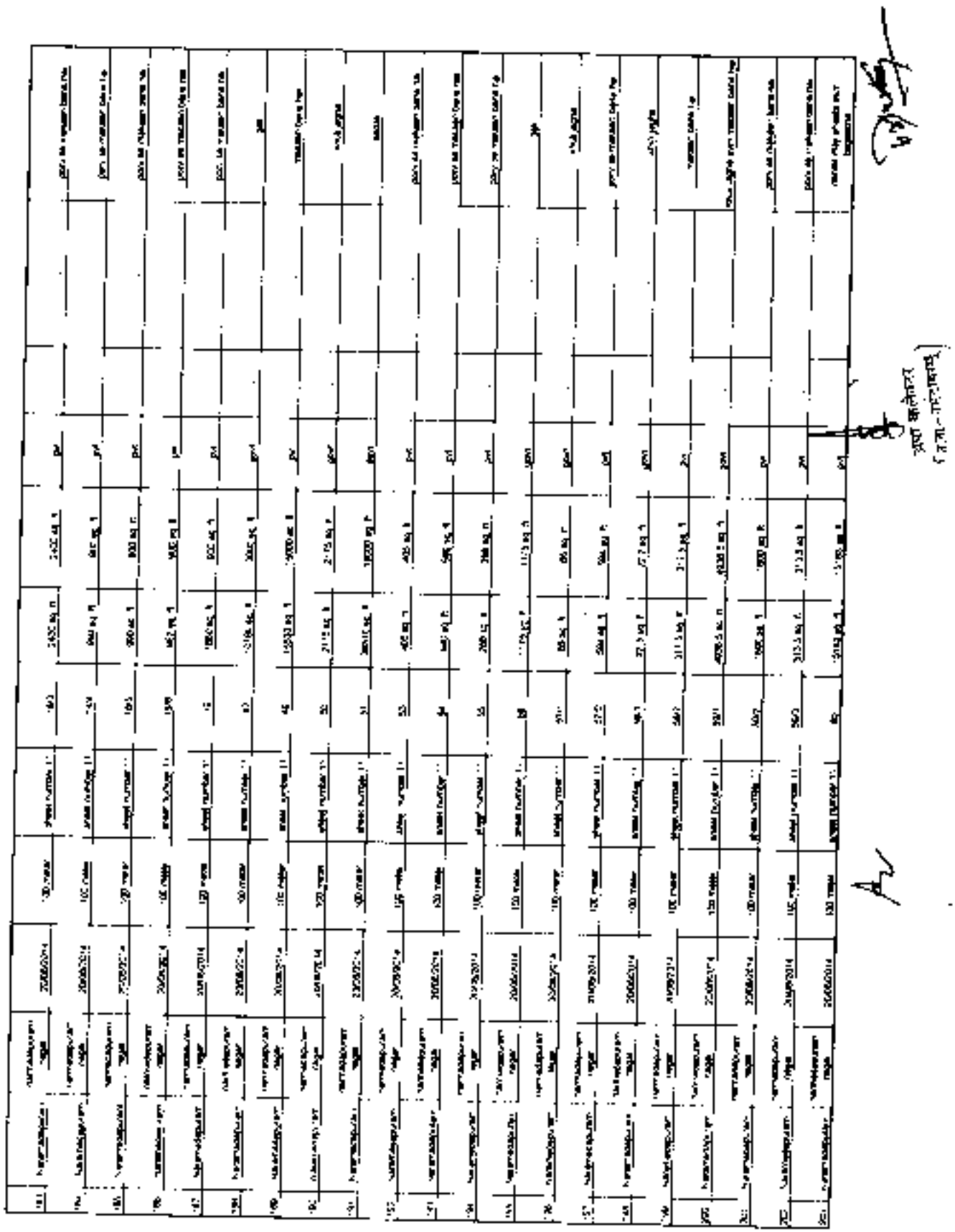


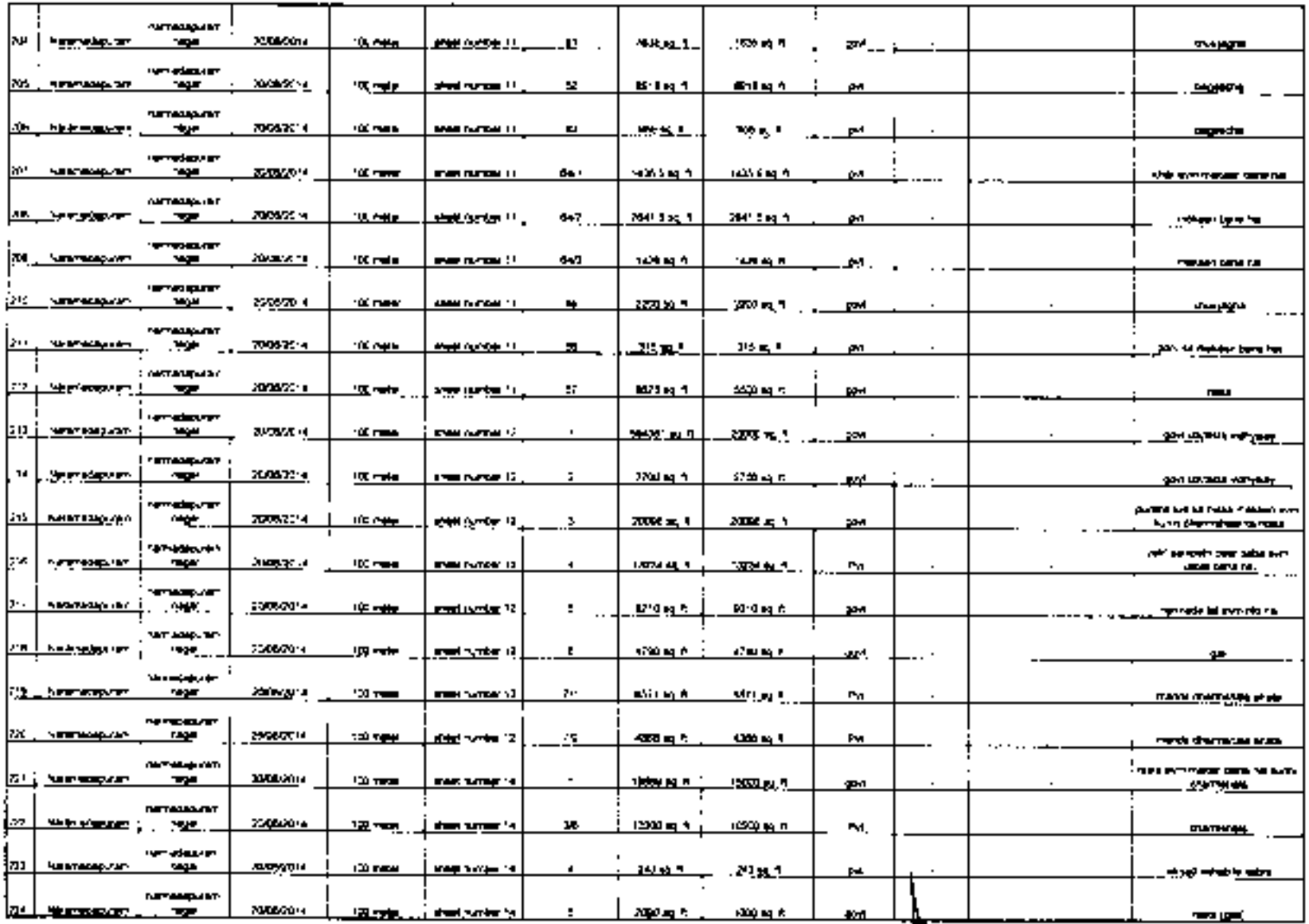




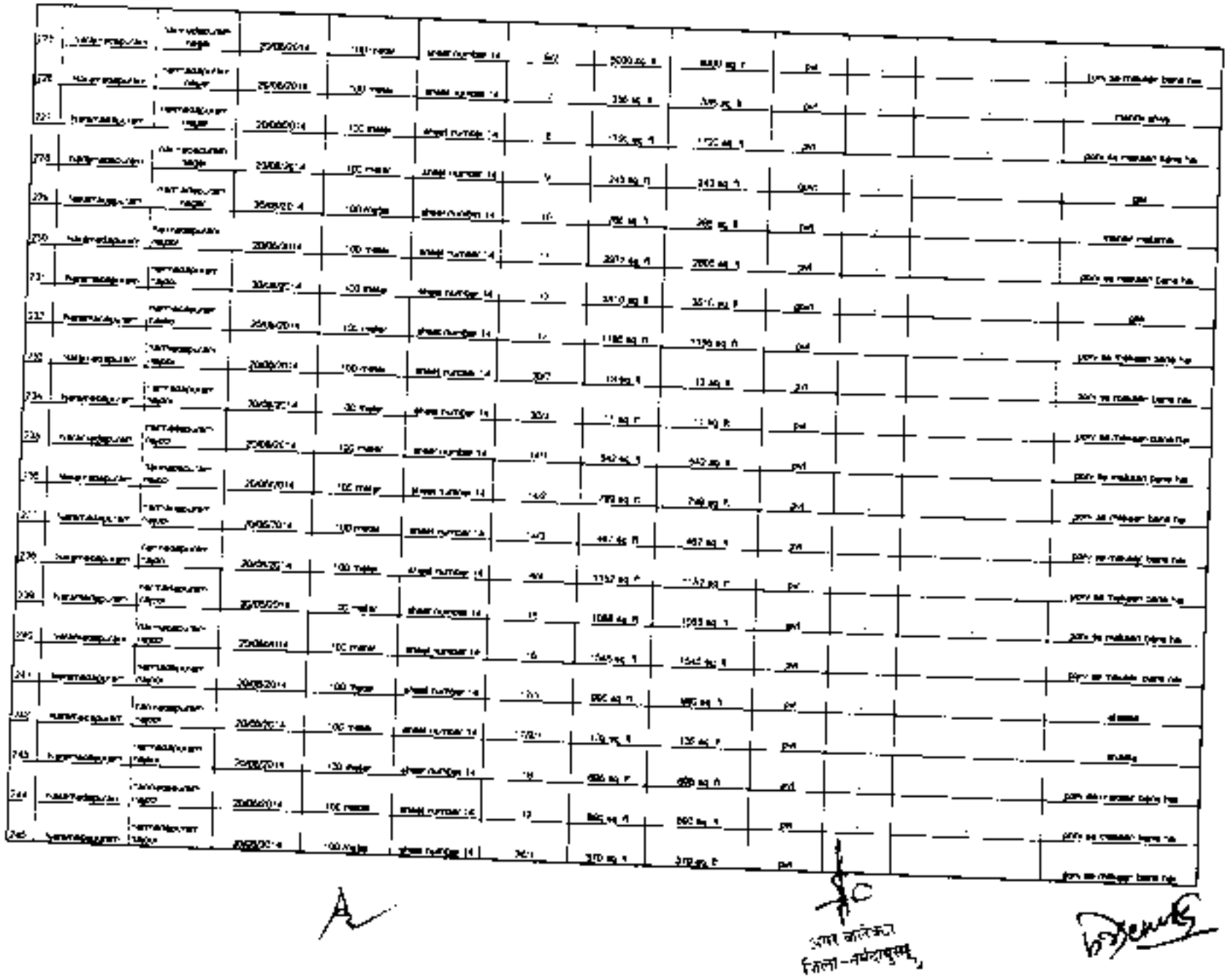


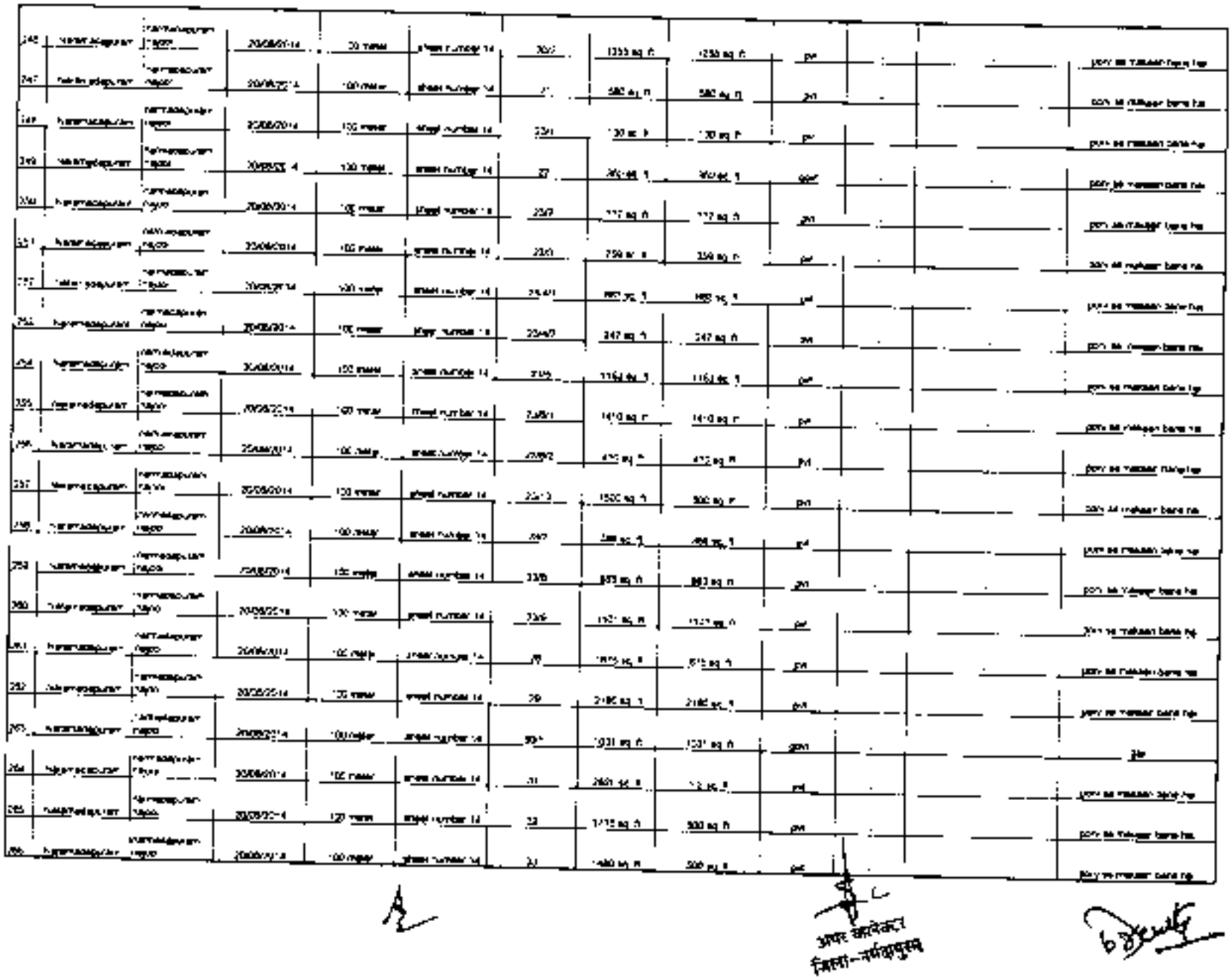


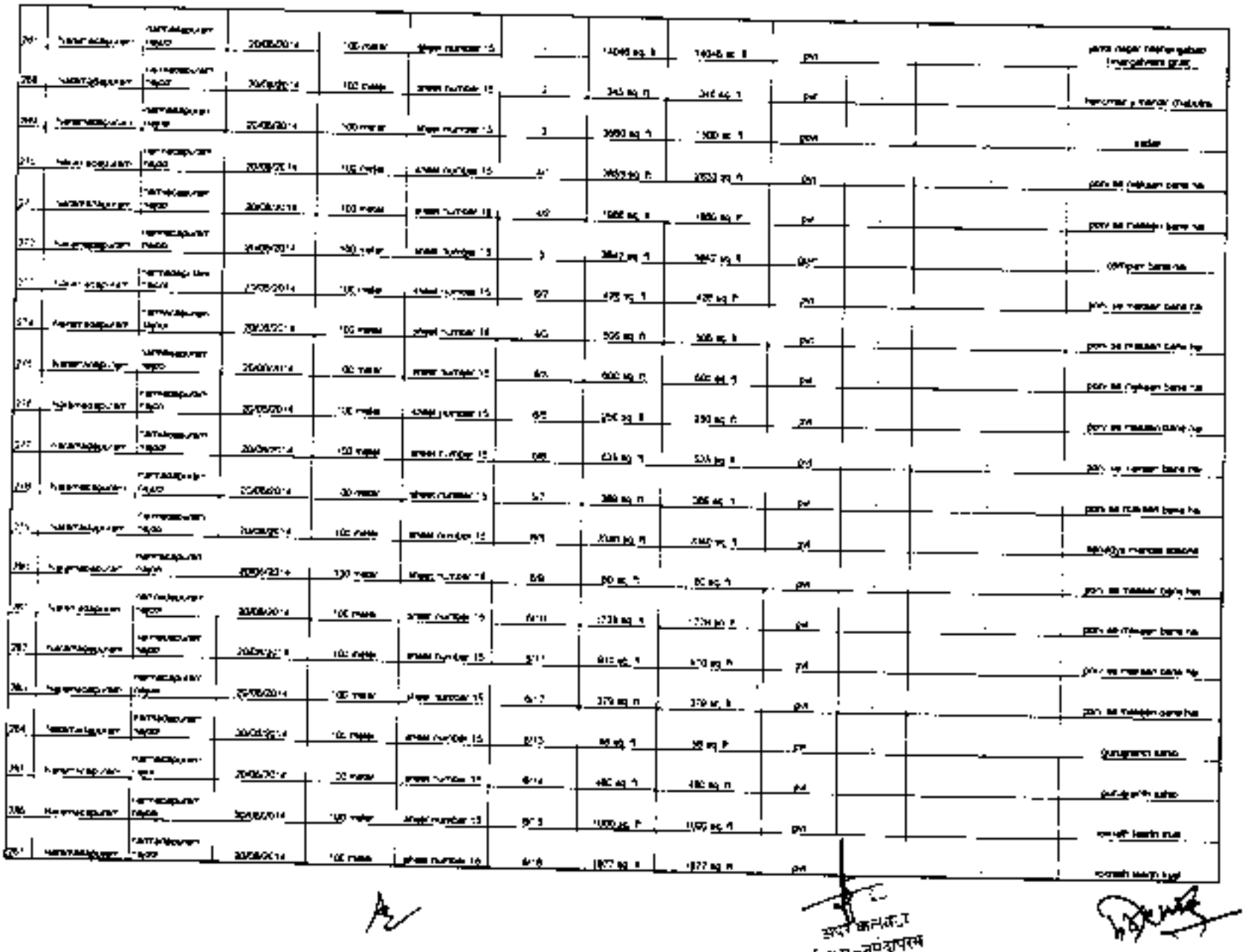


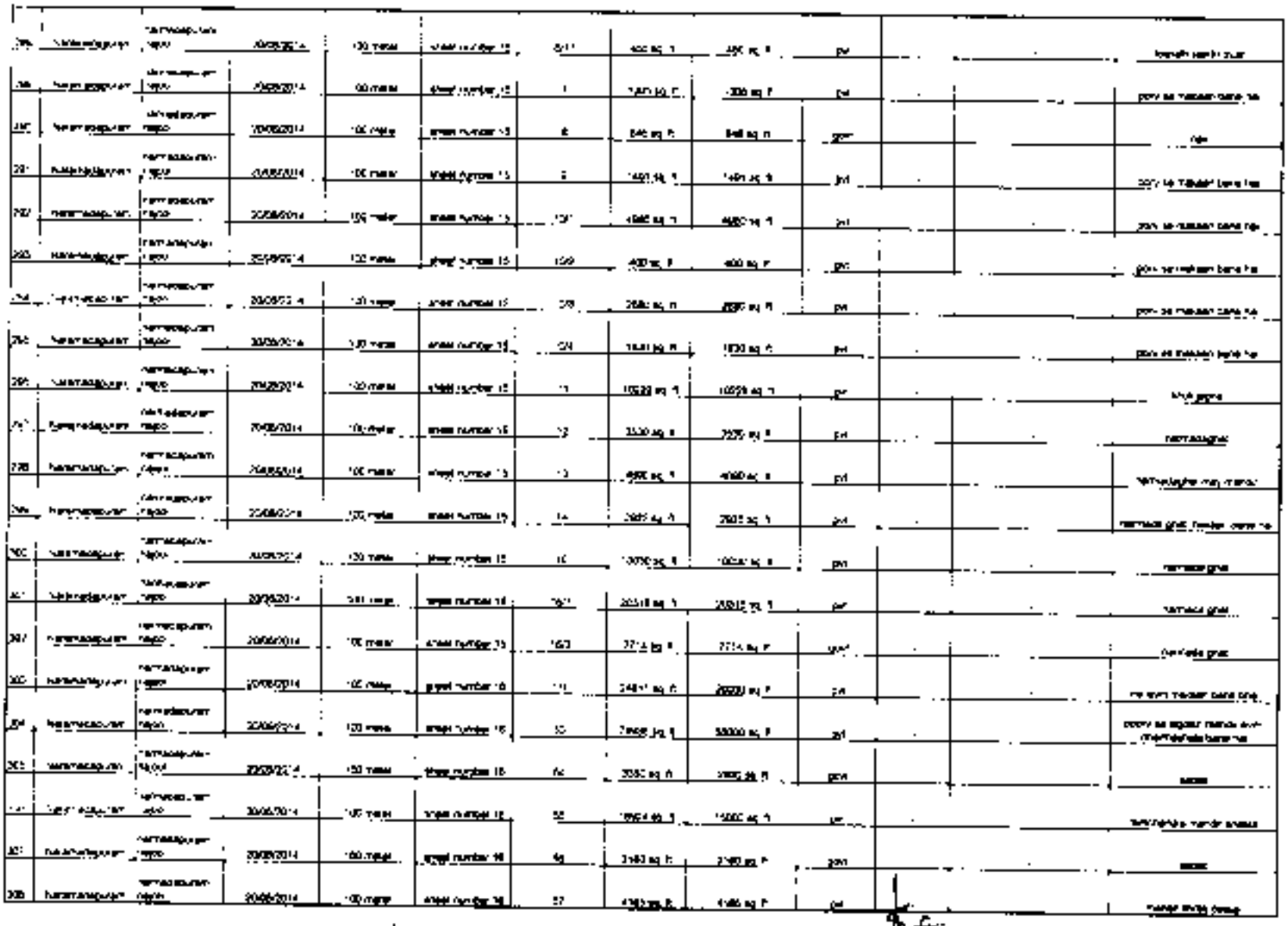


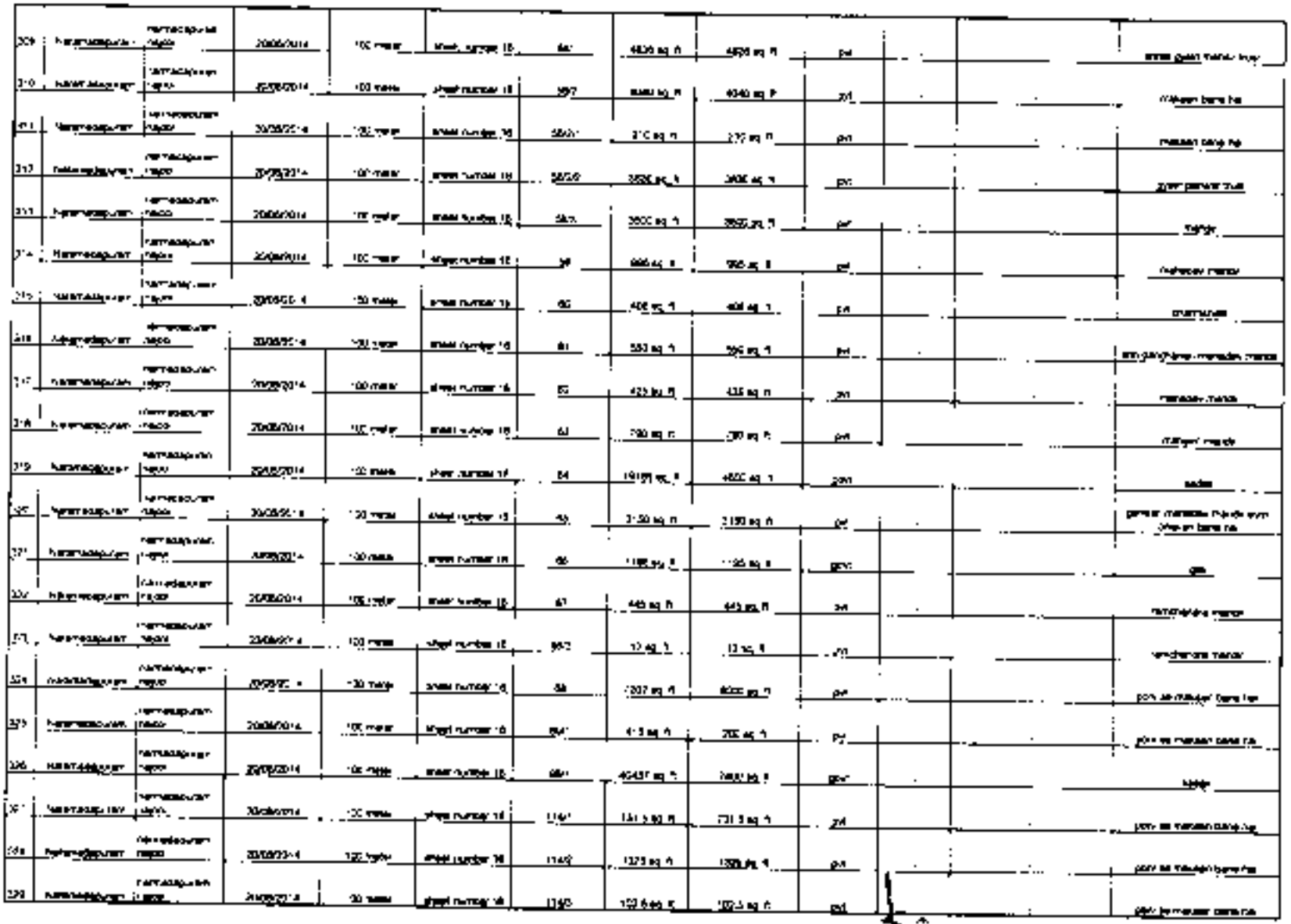
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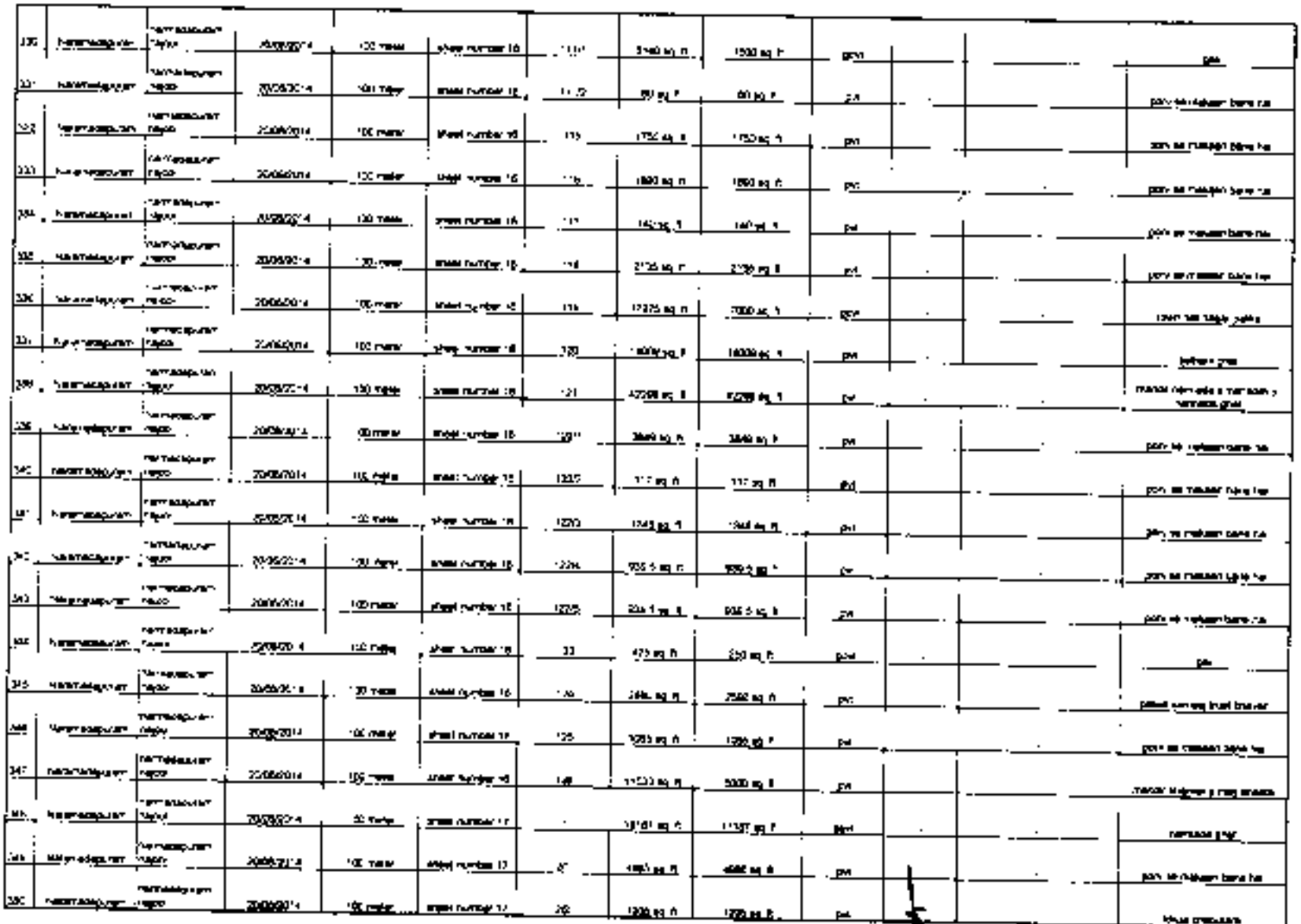


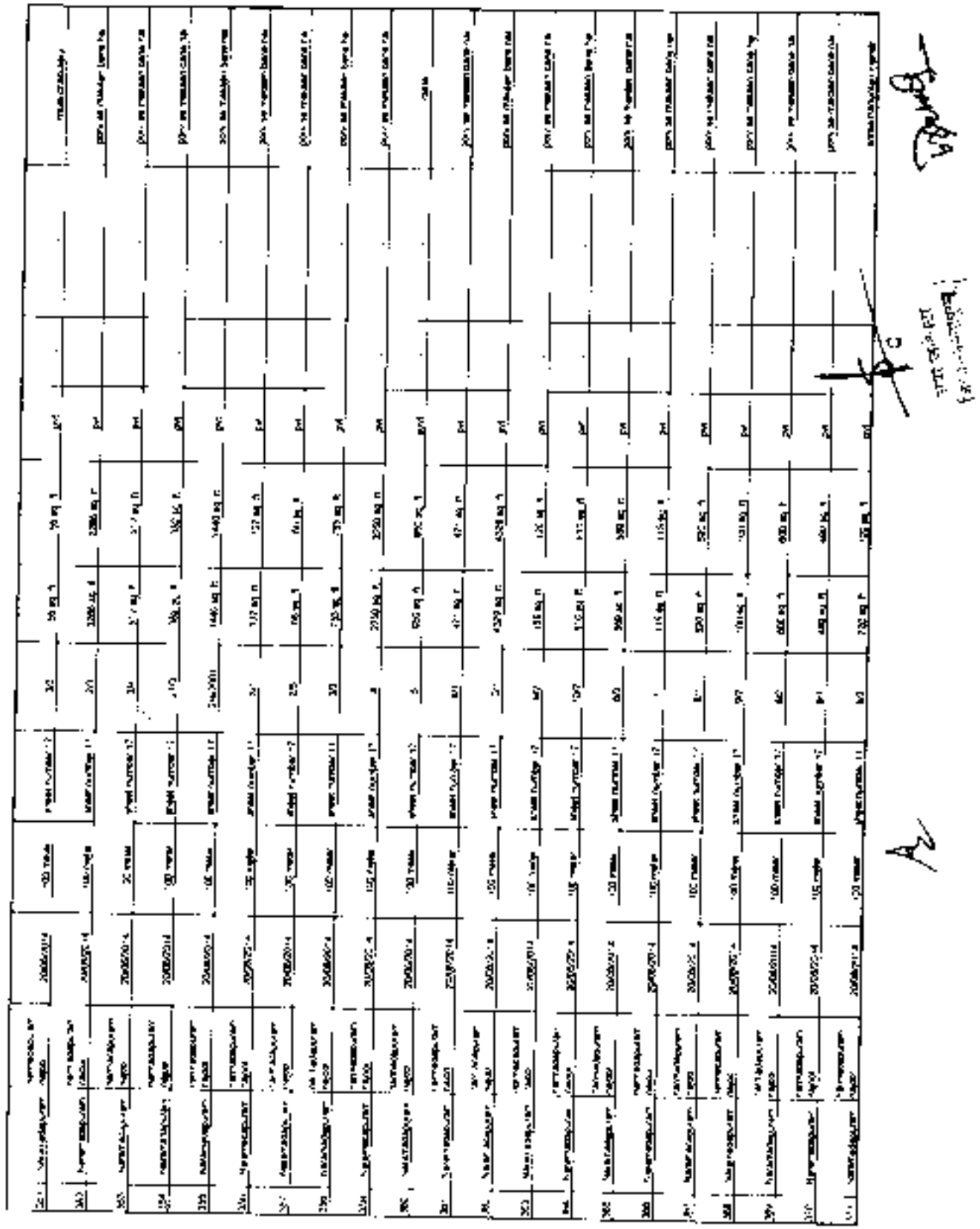


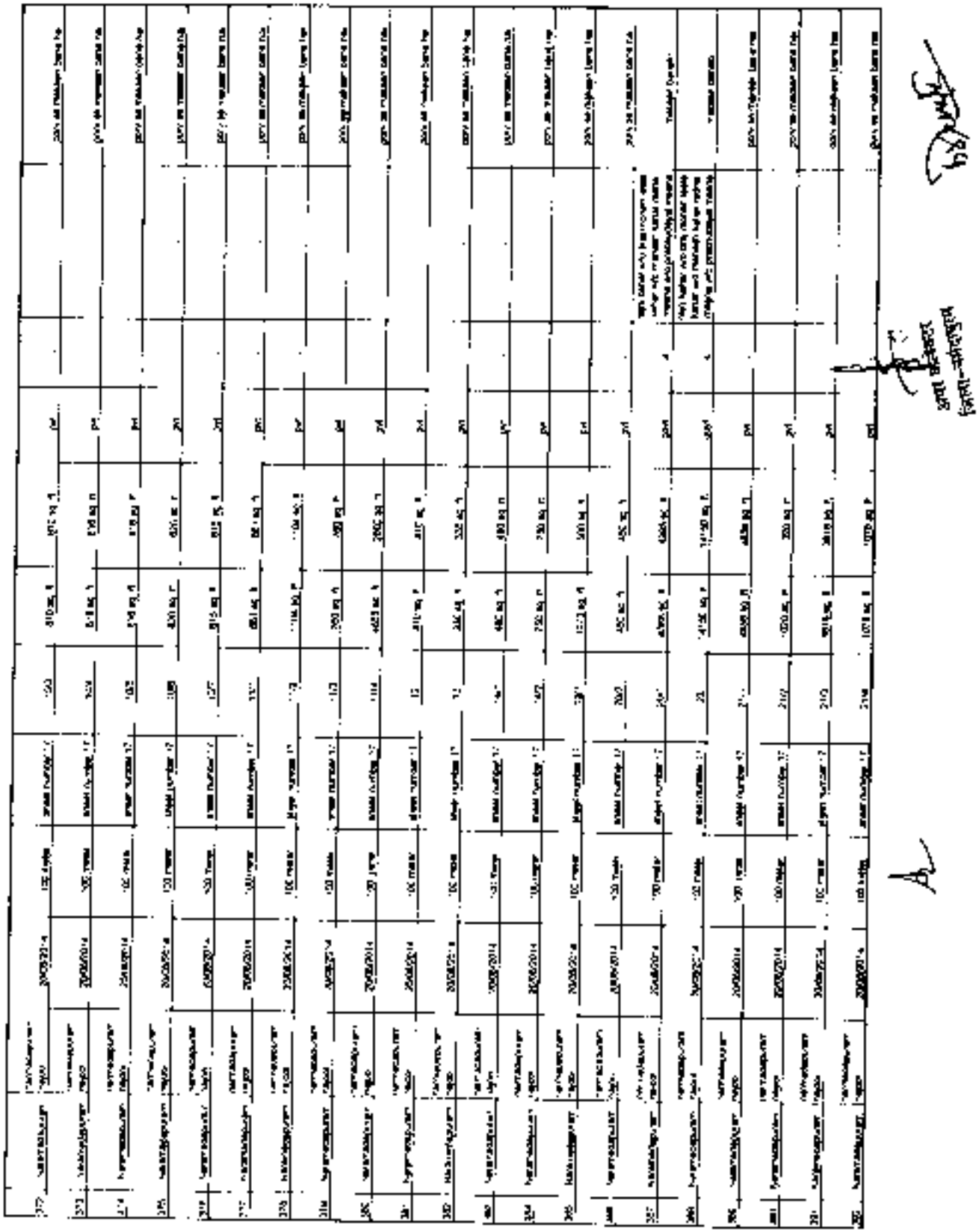


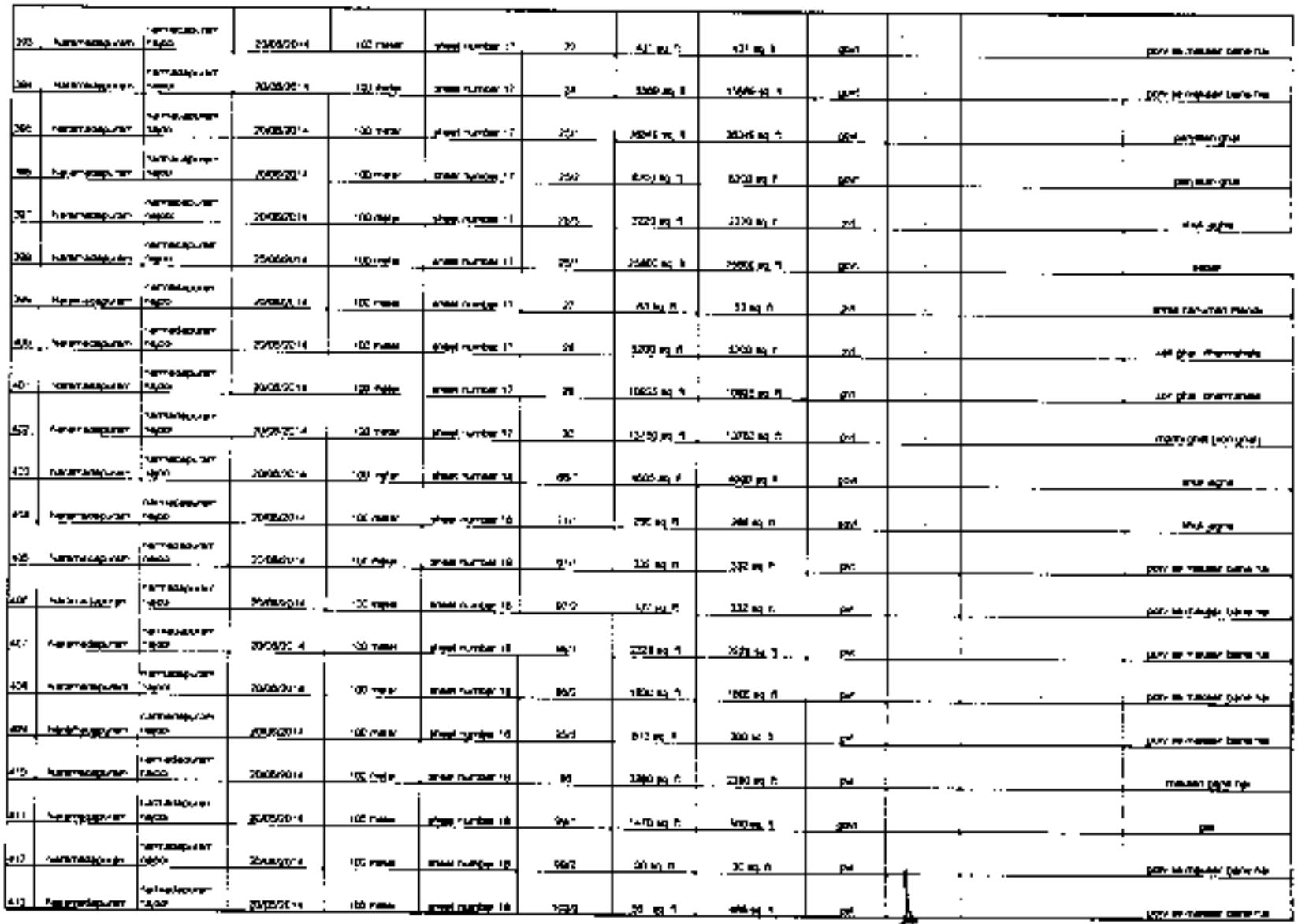


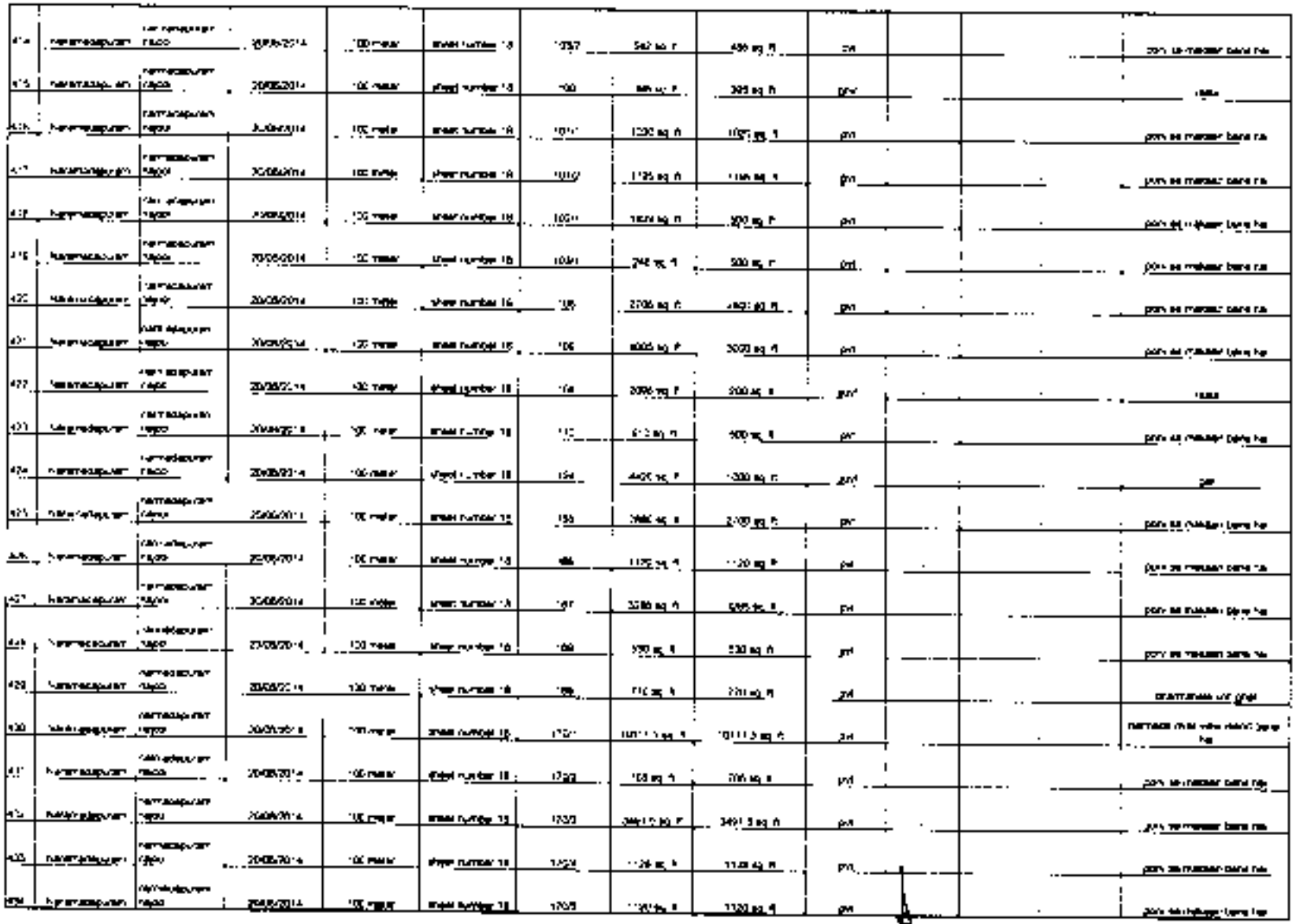












822

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824 (6) Budhani (Sehore)

कार्यालय अधीक्षक भू–अभिलेख, सीहोर जिला–सीहोर (म.प्र.)

क्रमांक 2277 /भू–अभि/2023 सीहोर, दिनांक 25/10/2023

प्रति,

उप सचिव
म.प्र. शासन
पर्यावरण विभाग

विषयः– नर्मदा नदी की सीमाओं का निर्धारण करने बाबत्।

संदर्भः– मध्य प्रदेश शासन पर्यावरण विभाग मंत्रालय भोपाल के पत्र क्र./989/1604843/2023/32–3 भोपाल दिनांक 18/10/2023

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उपरोक्त विषयान्तर्गत लेख है कि संदर्भित पत्र के अनुपालन में बुधनी क्षेत्र के अंतर्गत नर्मदा नदी एवं उसके कछार जोन के भीतर की सीमाओं का निर्धारण करते हुए चाही गई जानकारी पत्र के माध्यम से प्रदाय किए गए लिंक द्वारा गूगल शीट में Annex-2 एवं Annex-3 में दर्ज की जाकर निर्धारित प्रारूप मे तैयार कर सादर प्रेषित है।

संलग्नः– Annex-2 एवं Annex-3

संयुक्त कलेक्टर
वास्ते कलेक्टर, सीहोर

क्रमांक 2278 /भू–अभि/2023 सीहोर, दिनांक 25/10/2023

प्रतिलिपिः–

1– आयुक्त भोपाल, संभाग भोपाल की ओर सादर सूचनार्थ प्रेषित।
2– उप सचिव म.प्र. शासन राजस्व विभाग वल्लभ भवन मंत्रालय भोपाल की ओर सादर सूचनार्थ प्रेषित।

संयुक्त कलेक्टर
वास्ते कलेक्टर, सीहोर

Annexure - 02

Status of Identification of the Boundary of Narmada River and status of removal of encroachments / illegal constructions on Narmada River

Narmada River - Revenue Area Details

Sr.	Districts	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River	Title (GoM/PV Private)	No. of encroachments / Illegal	Name of encroachers / Illegal constructor	Type of encroachment / illegal construction
1	2	3	4	5	6	7	8	9	10	11
1	Sehore	Budhni	Budhani	235	67.707	137.446	Narmada River	Nil.	Nil.	Nil.
			jamoniya	83	17.693		Narmada River	Nil.	Nil.	Nil.
			berkheli	72	31.145		Narmada River	Nil.	Nil.	Nil.
			jamoniya	147	20.900		Narmada River	Nil.	Nil.	Nil.

Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions in buffer zone

Sr. No.	District	City / Town	Date of publication of TAGP Master Plan	width under Buffer Zone of Narmada River	Revenue Village	Khasra No.	Total Area	Revenue Area under Buffer Zone of Narmada River	Title (GoMP/Private)	No. of encroachments / illegal construction	Name of encroachers/Illegal constructor	Type of encroachments / legal construction	Remark
1	2	3	4	5	6	7	8	9	10	11	12	13	
1					Barrapur	129	0.187	6.249	GovMP				
2					Jamapur	125	0.405		GovMP				
3					Jamapur	124	0.227		GovMP				
4					Jamapur	124/1	0.291		GovMP	1	पवनसुत हनुमान मंदिर जर्जर	पक्का	0.015(पक्का जोन अंतर्गत निर्माण क्षेत्र में)
5					Jamapur	124/2	0.209		GovMP				
6					Jamapur	124/1	1.087		GovMP				
7					Jamapur	145	2.434		Private				
8					Jamapur	148/145	1.322		Private				
9					Jamapur	177/122	0.028		GovMP				
10					Jamapur	166/134	0.03		Private				
11					Jamoniya	54	5.256		Private				
12					Jamoniya	60/1	0.101		Private				
13					Jamoniya	60/2	1.360		Private				
14					Jamoniya	61/1	1.392		Private				
15					Jamoniya	61/2	1.112		Private				
16					Jamoniya	62/1/1	1.819		Private				
17					Jamoniya	62/1/2	0.847		Private				
18					Jamoniya	62/1/3	0.847		Private				
19					Jamoniya	85	1.044		Private				
20					Jamoniya	86	0.652		GovMP				
21					Jamoniya	93/1/2	0.194		Private				
22					Berkhedi	41	3.305		Private				
23					Berkhedi	60/1	0.515		Private				
24					Berkhedi	60/2	0.08		Private				
25					Berkhedi	41	8.129		GovMP				
26					berkheda	44	0.229		GovMP	1	नर्मदा मंदिर बोरखेड़ी	पक्का	0.060 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
27					berkheda	36	0.225		GovMP				
28					berkheda	71	0.75		GovMP				
29					berkheda	72	0.129		GovMP				
30					Budhni	193	7.819		GovMP				
31	Sehore	Budhni	NA	15 meter	Budhni	198	3.379		GovMP	6	संजीव पंजाबी पिता मुशाहरलाल पुष्पा सुबोध पत्नी मनोज दुर्गाशंकर पिता हरिनारायण द्विवेदी हनुमान मंदिर बूटी घाट अनीफ हसन पिता हसमत अली स्वीटा सनी पिता कृष्णचन्द्र गर्ग	पक्का पक्का पक्का पक्का पक्का पक्का	(पक्का जोन अंतर्गत निर्माण क्षेत्र में) 0.013 0.013 0.006 0.003 0.001 0.002
32					Budhni	199	0.174		Private	1	मोहन लाल पीरूमल पिता जेलमलदास	पक्का	0.002 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
33					Budhni	201	0.612		Private	1	अजमेर सिंह राजपूत पिता मंडिल	पक्का	0.004 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
34					Budhni	202	0.097		Private	1	भीखाभाई अड़ती पिता नवलभाई	पक्का	0.004 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
35					Budhni	204	0.04		Private				
36					Budhni	206	0.089		Private				
37					Budhni	208	0.496		GovMP				
38					Budhni	209	0.178		GovMP	1	सफल राजाराम पलेसार्या बूटी घाट	पक्का	0.003 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
39					Budhni	210	0.233		GovMP				
40					Budhni	218	6.454		GovMP	1	नीलाबाई पिता गोकलपरमार	पक्का	0.002 (पक्का जोन अंतर्गत निर्माण क्षेत्र में)
41					Budhni	219	0.065		Private				
42					Budhni	220	0.065		Private				
43					Budhni	223	0.053		GovMP				
44					Budhni	224	0.931		GovMP				

Status of identification of the boundary of Narmada River and status of removal of encroachments / Illegal constructions in buffer zone

	District	City / Town	Date of publication of T&CP Master Plan	width under buffer Zone of Narmada River	Revenue Village	Khasra No.	Total Area	Revenue Area under Buffer Zone of Narmada River	Title Govt/Private	No. of encroachments /Illegal constructions	Name of encroachers/Illegal constructor	Type of encroachment/ Illegal construction	Remark
1	2	3	4	5	6	7	8	9	10	11	12	13	
45					Budhni	226	1.038		Govt/P				
46					Budhni	227	0.231		Private				
47					Budhni	228	1.153		Private				
48					Budhni	234/1/1/1/1	0.633		Private				
49					Budhni	234/1/1/1/2	1.045		Private				
50					Budhni	234/1/1/1/3	1.045		Private				
51					Budhni	234/1/1/2	0.34		Private				
52					Budhni	234/1/1/3	0.34		Private				
53					Budhni	234/1/2/1	1.045		Private				
54					Budhni	234/1/2/2	0.451		Private				
		District Total					47.908	6.349		11			0.133 Hectare Total under Buffer area

संयुक्त कलेक्टर
जिला कलेक्टर जीपुर

(7) 828 MEMORANDUM)

कार्यालय अनुविभागीय अधिकारी (राजस्व) खातेगांव जिला देवास

Phone No 07274-231031

क्रमांक :- [illegible]/स्टेनो/2023 खातेगांव, दिनांक 19/10/2023

प्रति,

कलेक्टर महोदय
जिला देवास

विषय - राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध में।

संदर्भ :- उपसचिव मध्यप्रदेश शासन का पत्र क्रमांक/984/1604843/2023/32-3 भोपाल दिनांक 13/10/2023

उपरोक्त विषयान्तर्गत एवं संदर्भित पत्र द्वारा नर्मदा रिवर वाटर ऐरिया नेमावर की जारी गई जानकारी तहसीलदार खातेगाँव एवं मौजा पटवारी द्वारा निर्धारित प्रारूप में प्राप्त की गई जो संलग्न की ओर पत्र के साथ संलग्न कर आवश्यक कार्यवाही हेतु सादर प्रेषित है।

संलग्न - उपरोक्तानुसार

19/10/23

अनुविभागीय अधिकारी (राजस्व)
अनुभाग खातेगांव
(देवास)

Annexure_2 Revenue Dept

Status of identification of the boundary of narmada River and status of remove of encrichments/illegal constructions in Narmada River

Narmda River-Revenue Area Details									
District	city/town	Revenue village	khasra No.	Total area (Ha)	Revnue area under Narmda River	Title (GoMP/Private)	No. of encroachment/illegal contruction	Name of encroachment/illegal contructor	Type of encroachment/illegal contructor
DEWAS	Nemawar	Nemawar	917	90.28	90.28	Narmda River	NIL	NIL	NIL

DEWAS (MP MAP)

Narmda River-Buffer Area Details Nemawar

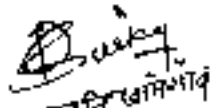
	District	city/town	Date of publication of T&CP Master Plan	With of tha buffer zone as per T&CP (if master plan has not been published the width will be 15 mtr.)	Revenue village	khasra No.	Total area (Ha)	Revnue area under Narmda River	Ytal (GoMP/Private)	No. of encroachment/illegal contruction	Name of encroachmen t/illegal contructor	Type of encroachment/illega l contructor
1	DEWAS	Nemawar	-	15	Nemawar	170	0.2	0.12	GoMP (कब्रिस्तान)	1	कब्रिस्तान	पक्का
2	DEWAS	Nemawar	-	15	Nemawar	171	0.46	0.12	GoMP (पहाड़ी)	2	धर्मशाला /दुकाने	कच्चा /पक्का
3	DEWAS	Nemawar	-	15	Nemawar	172	0.04	0.01	GoMP (नाला)	NIL	NIL	NIL
4	DEWAS	Nemawar	-	15	Nemawar	173	0.89	0.2	GoMP (आबादी)	1	सिद्धेश्वर महादेव मंदिर	कच्चा /पक्का
5	DEWAS	Nemawar	-	15	Nemawar	174	0.16	0 06	GoMP (आबादी)	2	आवासीय	कच्चा /पक्का मकान
6	DEWAS	Nemawar		15	Nemawar	224	5.25	0.07	GoMP (रास्ता)	2	आवासीय	कच्चा /पक्का मकान
7	DEWAS	Nemawar	-	15	Nemawar	335	0.57	0.1	GoMP (कब्रिस्तान)	2	कब्रिस्तान	कच्चा /पक्का मकान
8	DEWAS	Nemawar		15	Nemawar	336	0.06	0.01	GoMP (रास्ता)	NIL	NIL	NIL
9	DEWAS	Nemawar	-	15	Nemawar	337	0.58	0.14	GoMP (आबादी)	5	आवासीय	कच्चा /पक्का मकान
10	DEWAS	Nemawar	-	15	Nemawar	338	0.09	0.01	GoMP (रास्ता)	NIL	NIL	NIL
11	DEWAS	Nemawar	-	15	Nemawar	339	0.38	0.2	GoMP (आबादी)	3	आवासीय	कच्चा /पक्का मकान
12	DEWAS	Nemawar	-	15	Nemawar	344	0.04	0.01	GoMP (रास्ता)	1	आवासीय	कच्चा /पक्का मकान
13	DEWAS	Nemawar	-	15	Nemawar	374	1.56	0.04	GoMP (आबादी)	4	आवासीय	कच्चा /पक्का मकान
14	DEWAS	Nemawar	-	15	Nemawar	375	0.44	0.05	GoMP (नाला)	NIL	NIL	NIL
15	DEWAS	Nemawar	-	15	Nemawar	376	3.57	0.32	GoMP (आबादी)	30	आवासीय	कच्चा /पक्का मकान
16	DEWAS	Nemawar		15	Nemawar	393	0.75	0.04	GoMP (रास्ता)	3	आवासीय	कच्चा /पक्का मकान

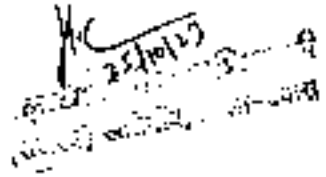
(राजस्व) तहसील, जिला-देवास

CamScanner

17	DEWAS	Nemawar		15	Nemawar	394	1.14	0.42	GoMP (आंगनवाड़ी)	15	आंगनवाड़ी	पक्का मकान
18	DEWAS	Nemawar		15	Nemawar	395/1	0.03	0.01	Private	3	शहीद राजपूत	पक्का मकान
19	DEWAS	Nemawar	-	15	Nemawar	395/2	0.05	0.02	Private	1	यशवन्तसिंह	पक्का मकान
20	DEWAS	Nemawar	-	15	Nemawar	396	0.17	0.02	GoMP (रास्ता)	NIL	NIL	NIL
21	DEWAS	Nemawar	-	15	Nemawar	403	0.01	0.04	Private	NIL	NIL	NIL
22	DEWAS	Nemawar	-	15	Nemawar	508/1	1.08	0.32	Private	1	एस एस प्रोजेक्ट	पानी की टंकी/पक्का मकान
23	DEWAS	Nemawar		15	Nemawar	508/2	0.04	0.02	Private	NIL	NIL	NIL
24	DEWAS	Nemawar	-	15	Nemawar	522/1/1	0.19	0.12	Private	NIL	जगदीश गुर्जर	कृषि
25	DEWAS	Nemawar	-	15	Nemawar	522/1/2	0.11	0.04	GoMP (रास्ता)	NIL	NIL	NIL
26	DEWAS	Nemawar		15	Nemawar	522/2/1	0.11	0.04	Private	NIL	कालूराम	कृषि
27	DEWAS	Nemawar		15	Nemawar	522/2/2	0.07	0.03	GoMP (रास्ता)	NIL	NIL	NIL
28	DEWAS	Nemawar	-	15	Nemawar	525	0.43	0.08	GoMP (नाला)	NIL	NIL	NIL
29	DEWAS	Nemawar	-	15	Nemawar	522/3	0.34	0.08	private	NIL	परमानन्द	कृषि
30	DEWAS	Nemawar	-	15	Nemawar	522/4	0.4	0.2	Private	NIL	देवलाल	कृषि
31	DEWAS	Nemawar	-	15	Nemawar	522/5	0.33	0.1	Private	NIL	सूरजप्रसाद	कृषि
32	DEWAS	Nemawar	-	15	Nemawar	526/3	1.74	0.11	Private	NIL	छायाबाई	कृषि
33	DEWAS	Nemawar	-	15	Nemawar	526/4	5.78	0.78	Private	NIL	भारती व अन्य	कृषि
total				(33)			28.5	3.83		34		







UIO MP कुल स्वीकृत: - 21

private - कुल स्वीकृत. - 12

CamScanner

कार्यालय कलेक्टर (भू –अभिलेख) जिला खंडवा

क्र.2774-अभि /विविध/2023 खंडवा दिनांक 25/10/2023

प्रति

उपसचिव
म. प्र . शासन
पर्यावरण विभाग मंत्रालय
वल्लभ भवन भोपाल

विषय :- राष्ट्रीय हरित अधिकरण (एन. जी. टी.) के प्रकरण के सम्बन्ध में |
सन्दर्भ :- आपका पत्र क्रमांक /989/1604843/2023/32-3 भोपाल दिनांक 18/10/23|

उपरोक्त संदर्भित विषयान्तर्गत उक्त के सम्बन्ध में संलग्नक -2 तथा संलग्नक -3 में राजस्व विभाग से सम्बंधित जानकारी पत्र के संलग्न सादर प्रेषित है |
संलग्न :- उपरोक्त अनुसार |

संयुक्त कलेक्टर एवं प्रभारी अधिकारी
भू –अभिलेख जिला खंडवा

प्रतिलिपि :-
क /भू –अभि / विविध /2023/2275 खंडवा दिनांक 25/10/23

1. अपर मुख्य सचिव /प्रमुख सचिव म प्र शासन नर्मदा घाटी विकास विभाग/ नगरीय विकास एवं आवास विभाग/ राजस्व विभाग की ओर सूचनार्थ |
2. सदस्य सचिव म प्र प्रदूषण नियंत्रण बोर्ड की ओर सूचनार्थ |

संयुक्त कलेक्टर एवं प्रभारी अधिकारी
भू –अभिलेख जिला खंडवा

Mandleshwar, Maheshwar (Charge)

कार्यालय कलेक्टर (भू-अभिलेख) जिला-खरगोन (म.प्र.)

07282-231406, dslrkhr@mp.nic.in

क्रमांक/ 2594 /भू.अभि.-5/2023 खरगोन,दिनांक 26/10/2023

प्रति,

प्रमुख सचिव
म.प्र. शासन, राजस्व विभाग
भोपाल

विषय :- नर्मदा नदी की सीमाओ का निर्धारण करने बाबत।

सन्दर्भ:- आपका पत्र क्रमांक 1630070/2023/सात/शा-2/1569 भोपाल दिनांक 06.10.2023।

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उपरोक्त विषयांतर्गत संदर्भित पत्र में लेख अनुसार राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण ओ.ए. मे पारित आदेश दिनांक 20.09.2023 के अनुपालन में राजस्व अभिलेख अनुसार नर्मदा नदी एवं उसके बफर जोन की सीमाओ की पहचान करते हुये, उसके भीतर आने वाले अतिक्रमणों/अवैधानिक निर्माणों को हटाने के संबंध में नियमानुसार कार्यवाही की जानी है इस संबंध में तहसीलदार महेश्वर के प्रतिवेदन अनुसार (Annex-2) में फीड किया जा चूका है।

उक्त के परिपालन में उपरोक्तानुसार तहसीलदार के प्रतिवेदन अनुसार (Annex-3) में जानकारी आपकी ओर उचित कार्यवाही हेतु सादर प्रेषित है।

संलग्न :- उपरोक्तानुसार

26/10/23
डिप्टी कलेक्टर
अपर कलेक्टर जिला-खरगोन

पृष्ट.क्रमांक/ 2595 /भू-अभि.5/23 खरगोन दिनांक 26 /10/2023

प्रतिलिपि :-

1. प्रभारी अधिकारी व्यवहारवाद कलेक्ट्रेट जिला खरगोन की ओर आवश्यक कार्यवाही हेतु प्रेषित।
2. अनुविभागीय अधिकारी (राजस्व) अनुभाग मंडलेश्वर की ओर प्रेषित।
3. तहसीलदार , तहसील महेश्वर की ओर प्रेषित।
4. स्टेनो टू कलेक्टर जिला खरगोन की ओर प्रेषित।

26/10/23
डिप्टी कलेक्टर
अपर कलेक्टर जिला-खरगोन

Status of identification of the boundary of Narmada River and status of Removal of encroachments/Illegal construction of buffer zone

Narmada river - buffer zone Area details

Name of department : Revenue Department unit reporting : District collectors

status of identification of buffer zone of narmada river and status of removal of encroachments/illegal construction on narmada river

Narmada river - Buffer zone Area details

s.no	district	city name	date of publication of T&CP master plan	Width of the buffer zone as per T&CP master plan if master plan doesn't exist, width of the buffer zone to be 15 m	Revenue village	Khasra no.	total area	Revenue area under buffer zone of narmada river	Total Landuse pri catr	No. of encroachment / illigal construction	Name of encroachment / illegal construction	type of encroachment / illigal construction	Remark
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	khargone	maheshwar	N.A.	25 mtr	mandleshwar	297/1/2, 297, 298, 309, 326/1/1/5	6.038	1.5	nagpur	nil	nil	nil	नर्मदा घाट (प्राचीन समय से निर्मित)
2	khargone	maheshwar	30.09.2005	50 mtr	maheshwar	383, 384, 395, 396, 397, 398/2, 399, 400, 401, 402, 425, 424/2	3.732	0.914	nagpur	nil	nil	nil	1. नर्मदा घाट (प्राचीन समय से निर्मित) 2. बाढ़ सुरक्षा दीवाल - नगर परिषद द्वारा निर्मित 3. नाव घाट नवीन - नगर परिषद द्वारा निर्मित 4. सार्वजनिक शौचालय - नगर परिषद द्वारा निर्मित 5. नर्मदा पाथवे (पैदल रोड) - नगर परिषद द्वारा निर्मित 6. पब्लिक टॉयलेट वाटर सप्लाई-नगर परिषद द्वारा निर्मित 7. पब्लिक शौचालय-नगर परिषद द्वारा निर्मित सार्वजनिक 8. श्री हनुमान जी का ओटला-सार्वजनिक

तहसीलदार
तहसील महेश्वर

837

75

Compilation and evaluation of sewage treatment status in 14 urban local bodies on the banks of river Narmada

S.no	District	City/Town	Populatio n	Sewage Generation (in MLD)	Capacity to Treat (in MLD)	No of STPs	Gap Analysis	Remarks	Steps Required to be Taken		Which steps step has been taken (As per NGT order dated	
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	100% sewage is proposed to cover with network	20% completed	1. Construction of STP- (physical progress in %)			
									2. Construction of DPs - (physical progress in %)			
									3. Pumping Main - (To be laid in KMs Total line to be			
									4. Rising Main- (Total laid in KMs Total line to be			
									5. Laying of sewer network- (Total laid in KMs Total line to be			
									6. Household connection – (No of HH connections out of HH			
									7. Overall feasible progress – (in % progress)			
									8. Overall financial progress – (in %)			
									9. Expected date of Completion operation-			

CMO

अपर कलेक्टर,
[illegible]

838

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कार्यालय कलेक्टर,भू-अभिलेख जिला बडवानी(म.प्र.)

(दूरभाष कार्यालय-07290-224986 ईमेल-slrbarwani001@gmail.com)

क्रमांक/2237/भू.अभि./2023 बड़वानी दिनांक 20-10-2023

प्रति,

उपसचिव,
म.प्र. शासन पर्यावरण विभाग,
मंत्रालय वल्लभ भवन भोपाल।

विषय- राष्ट्रीय हरित अधिकरण (एन.जी.टी.) के प्रकरण के संबंध में समीक्षा बैठक।
संदर्भ- म.प्र.शासन पर्यावरण विभाग मंत्रालय वल्लभ भवन भोपाल का पत्र क्र.989/1604843/2023/32-3 भोपाल दिनांक 18.10.2023।

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उपरोक्त विषयांतर्गत प्रकरण क्रमांक ओ.ए. 71/2023 में एन.जी.टी. में पारित आदेश के अनुपालन में राजस्व अभिलेख अनुसार नर्मदा नदी एवं उसके वफर जोन के भीतर की सीमाओं की पहचान करते हुये, उसके भीतर आने वाले अतिक्रमणों/ अवैधानिक निर्माणों को हटाने के संबंध में नियमानुसार कार्यवाही करने के निर्देश प्राप्त हुए थे।

अत: उपरोक्तानुसार जिला बडवानी के क्षेत्रान्तर्गत नर्मदा नदी एवं उसके वफर जोन के भीतर की सीमाओं की पहचान करते हुये,उसके भीतर आने वाले अतिक्रमणों/अवैधानिक निर्माणों को हटाने के संबंध में निर्धारित प्रारूप में जानकारी समस्त तहसीलदार से प्राप्त कर जिला बडवानी की समेकित जानकारी निर्धारित प्रारूप में कार्यालयीन पत्र क्रमांक 2196/भू-अभि/2023 बडवानी दिनांक 17.10.2023 द्वारा प्रमुख सचिव म.प्र. शासन राजस्व विभाग भोपाल को प्रेषित की जाकर संलग्नक-2 तथा संलग्नक-3 में राजस्व विभाग से संबंधित जानकारी की प्रति आपकी ओर ईमेल पर सादर प्रेषित है।

संलग्न: उपरोक्तानुसार।

अपर कलेक्टर एवं तहसील अधिकारी,
जिला बड़वानी (म.प्र.)
बड़वानी,दिनांक- 20-10-2023

पृ. क्रमांक/2236/भू-अभि./2023

प्रतिलिपि:-

1. आयुक्त,महोदय इन्दौर संभाग इन्दौर की ओर सूचनार्थ प्रेषित।
2. प्रभारी अधिकारी भू-अभिलेख जिला बड़वानी की ओर सूचनार्थ प्रेषित ।
3. गार्ड फाईल।

अपर कलेक्टर एवं तहसील अधिकारी,
जिला बड़वानी (म.प्र.)

840

Email

Vinod Warkade

(13) बड़वानी

NGT case sameeksha

From : sirbarwani001@gmail.com Fri, Oct 20, 2023 03:26 PM

Subject : NGT case sameeksha 1 attachment

To : Vinod Warkade <vk.warkade@mp.gov.in>, commind@gmail.com, commind@gov.mp.in, sirbarwani001@gmail.com

plz see attach file

NGT.pdf
3 MB

Annexure_2

Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions on Narmada River											
Narmada River - Revenue Area Details											
Sno	District	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River	Title (Govt/ Private)	No. of encroachments / illegal constructions	Name of encroachers / illegal constructor	Type of encroachment / illegal construction	REMARK
1	Barwani	BARWANI	—	—	—	—	—	—	—	—	NIL

उपर कलेक्टर,
जिला-बड़वानी (म.प्र.)

Annexure_3

Status of identification of buffer zone of Narmada River and status of removal of encroachments/illegal constructions in Narmada River

Narmada River - Buffer Area Details											
S.no	District	City / Town	Revenue Village	Khasra No.	Total Area	Revenue Area under Buffer zone of Narmada	Title GoMP/Private	No. of encroachments /illegal constructions	Name of encroachers/Illegal constructer	Type of encroachment/ Illegal construction	REMARK
13	Barwani	BARWANI	-	–	–	–	–	–	–	–	NIRANK

CMO

अपर कलेक्टर,
जिला-बड़वानी (म०प्र०)

Annexure_4

Action taken against polluting industries on the banks of river Narmada |

S.no	District	City / Town	Name of Industry	Type of Industry	Industry effluent generated (in KLD)	ETP/STP status (capacity in KLD)	Date of last Inspection	Name of Inspecting officer	Remarks by the Inspecting officer	Status of Action against Industry like EC / Prosecution with details of each action	REMARK
13	Barwani	BARWANI	–	–	–	–	–	–	–	–	NIRANK

अपर कलेक्टर,
जिला-बड़वानी (म.प्र.)

कार्यालय तहसीलदार, तहसील धरमपुरी, जिला-धार (म.प्र.)

क्रमांक/2044 /रीडर 1/ 2023 धरमपुरी, दिनांक 26.10.2023

प्रति,

कलेक्टर महोदय
(भू-अभिलेख शाखा) धार

विषय:- नर्मदा नदी की सीमांकों का निर्धारण करनो बाबत्।

संदर्भ:- आपका पत्र क्रमांक 1524/भू-अभि.वेबजीआईएस./2023 धार, दिनांक 09.10.2023

उपरोक्त विषयांतर्गत एवं संदर्भित पत्र के परिपालन में निवेदन है कि राष्ट्रीय हरित अधिकरण (एन.जी.टी) के प्रकरण ओ. ए71/2023 में पारित आदेश दिनांक 20.09.2023 के अनुपालन में राजस्व अभिलेख अनुसार नर्मदा नदी एवं उसके बफर जोन के भीतर सीमाओं की पहचान करते हुए उसके भीतर आने वाले अतिक्रमणों / अवैधानिक निर्माणों को हटाने के संबंध में गूगल डाइव लिंक में फीड किये जाने हेतु पत्र प्राप्त हुआ है।

तत्संबंध में नगरपालिका धरमपुरी, राजस्व निरीक्षक धरमपुरी, हल्का पटवारी, द्वारा जांच कर गूगल डाइव लिंक में Annex2,3 फीड कराकर संलग्न कर अग्रिम कार्यवाही हेतु प्रतिवेदन आपकी ओर सादर प्रेषित।

संलग्न- उपरा

26-10-23
तहसीलदार
तहसील धरमपुरी, जिला-धार

Status of identification of the boundary of Narmada River and status of removal of encroachments / illegal constructions in Narmada River

Narmada River - Revenue Area Details

S.no	District	City / Town	Date of publicati on of TP/CP Master Plan	If not, Width of the Buffer Zone to be 15 meter	Revenue Village	Khasra No.	Total Area hect.	Revenu e Area under Buffer Zone of Narmad a River	Title Gov/P/Pr ivate	No. of encroach ments /illegal construct ions	Name of encroacher s/illegal constructor	Type of encroachme nt/illegal construction
1	2	3	4	5	6	7	8	9	10	11	12	13
1	DHAR	DHARAMPURI	NA	15	DHARAMPURI	248	57.071	2.62	MPGOV	nil	nil	nil
					KHUJAWA	138	86.363	2.94	MPGOV	nil	nil	nil
योग							143.4	5.56		0		

Tiwari
26.10.23
तहसीलदार
तहसील धरमपुरी जिला-धार

TEHSIL- DHARAMPURI (DHAR)

Narmada River - Revenue Area Details										
S.No	District	City / Town	Revenue Village	Khasra No.	Total Area (Ha)	Revenue Area under Narmada River	Title (Govt/ Private)	No. of encroachment / Illegal constructions	Name of encroachers / illegal occupancies	Type of encroachment / illegal construction
1	2	3	4	5	6	7	8	9	10	11
1	DHAR	DHARAMPURI	DHARAMPURI	249	27.871	27.871	MP GOVT	NIL	NIL	NIL
			KHUDAWA	139	86.362	86.362	MP GOVT	NIL	NIL	NIL
TOTAL			2	2	143.43	143.43		NIL	NIL	NIL

24.10.23
तहसीलदार
तहसील धरमपुरी जिला-धार

846

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Annexure R-18

Action taken against polluting industries on the banks of river Narmada										
S.no	**District**	**City / Town**	**Name of Industry**	**Type of Industry**	**Industry effluent generated (in KLD)**	**ETP/STP status (capacity in KLD)**	**Date of last inspection**	**Name of inspecting officer**	**Remarks by the inspecting officer**	**Status of Action against Industry like EC / Prosecution with details of each action**
1	2	3	4	5	6	7	8	9	10	11
1	Jabalpur	Jabalpur	M/s Narmada Gelatines Ltd. Meerganj Bhedaghat Road Jabalpur		1177 KLD	1700 KLD RO, MEE & ATFD 376 kg/hr (Agitated Thin Fill Dryer)	03.10.2023	Shri T.S Banarjee Scientist	Zero liquid discharge condition followed	N.A
2	Narmadapuram	Narmadapuram	M/s Security Paper Mill, (Govt. Of India Ministry of Finance), Narmadapuram	Pulp & Paper	Process effluent - 4000 KLD; Domestic effluent - 600 KLD	ETP (1) - 13.5 MLD ETP (2) - 3.5 MLD Septic tank and oxidation pond (7200 cubic meter per day) for the treatment of domestic effluent	06.10.2023	Shri Abhay Saraf (R.O) , Shri P.C Uchariya (SSO), Dr. Praveen Kothari(JS) , Shri Aditya Lange (A.E Con.)	Zero Liquid Discharge Condition Followed	N.A
3	Sehore	Budhni	M/s Trident Limited, Budhni, Sehore		6000 KLD-effluent 1000 KLD- Sewage	9000 KLD, ETP, MEE, ATFD; 1100 KLD STP	06/10/2023	A. K. Bisen, EE	Zero liquid discharge condition followed	NA
4	Sehore	Sehore	M/s Vardhman Yarn & Febrics, Pilikarar, Sehore		8500-8800 KLD-effluent 1300-1400 KLD-Sewage	11000 KLD,ETP, MEE, ATFD 2700 KLD STP	06/10/2023	A. K. Bisen, EE	Zero liquid discharge condition followed	NA
5	Khargone	Khargone	Associated Alcohol & Breweries Ltd.	Distilery	560 KLD	ETP-1200 KLD, MEE, DDGS Dryer-2x80 TPD	30/09/2023	Ankit Baghel, District Environment Officer, Khandwa	Zero liquid discharge condition followed	NA
6	Khargone	Khargone	Prem Textiles (International) Pvt. Ltd.	Textile	272 KLD	ETP-400 KLD RO-300 KLD, MEE-50 KLD & ATFD	05/10/2023	Atul Kotiya Scientist	Zero liquid discharge condition followed	NA

7	Khargone	Khargone	Agrawal Distilleries Pvt Ltd. Unit 2 (Grain Base Distillery With Power Plant)	Distilery	429 KLD	ETP-450 KLD, UF, MEE, DDGS dryer-40 TPD	30/09/2023	Ankit Baghel, District Environment Officer, Khandwa	Zero liquid discharge condition followed	NA
8	Khargone	Khargone	Parenteral Drugs (I) Ltd.	Pharmacutical formulation	125 KLD	ETP-150 KLD	05/10/2023	Ankit Baghel, District Environment Officer, Khandwa	Zero liquid discharge outside premises by reuse on land for plantation, green belt development	NA
9	Khargone	Nimrani	Maral Overseas Ltd.	Textile	1137 KLD	ETP-1400 KLD, RO-1400 KLD, MEE-100 KLD, ATFD Dryer-05 KLD STP- 200 X 02 unit KLD	05/10/2023	Ankit Baghel, District Environment Officer, Khandwa	Zero liquid discharge condition followed	NA
10	Khandwa	Village-Dongaliya	Singaji Thermal Power Plant	Thermal Power Plant	8696 KLD	ETP : Stage-I - 312 M3/hr. and Stage-II - 382 M3/hr.,(ETP-16696 KLD), STP-25 KLD & 100 KLD	05/10/2023	Atul Kotiya Scientist	Zero liquid discharge by reuse in ash slurry formation and quencing on ash and land application.	NA
11	Khargone	Village-Selda	NTPC Khargone Super Thermal Power Project	Thermal Power Plant	16172 KLD	ETP-2400 KLD; STP-500 KLD	05/10/2023	Ankit Baghel, District Environment Officer, Khandwa	Zero liquid discharge by reuse in ash slurry formation and quencing on ash and land application.	NA
12	Dhar	Dhar	Nil	NA	NA	NA	NA	NA	NA	NA
13	Khargone	Mandleshwar	Nil	NA	NA	NA	NA	NA	NA	NA
	Khargone	Barwaha	Nil	NA	NA	NA	NA	NA	NA	NA
14	Dewas	Nemawar	Nil	NA	NA	NA	NA	NA	NA	NA

Annexure R-19

Water Quality Monitoring at 50 points across the river Narmada

S.no	District	City/ Town	Name of Monitoring Station	Water quality category				
				2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8	9
1	Anuppur	Amarkantak	Narmada River at Amarkantak origin point dist.Anuppur	A	A	A	A	A
2	Anuppur	Amarkantak	Narmada River at Puskar dam Amarkantak	A	A	A	A	A
3	Anuppur	Amarkantak	Narmada River at Kapildhara	A	A	A	A	A
4	Dindori	Dindori	Narmada River at chandanghat near Road Bridge,distDindori	A	A	A	A	A
5	Dindori	Dindori	Narmada River at DindoriUp Stream	A	A	A	A	A
6	Dindori	Dindori	Narmada River at DindoriDown Stream	A	A	A	A	A
7	Mandla	Mandla	Narmada River, near Shamshanghat at Mandla	A	A	A	A	A
8	Mandla	Mandla	Narmada River near Road Bridge at Mandla,	A	A	A	A	A
9	Mandla	Mandla	Narmada River at Bhairav Tample at Shhastradhar Mandla	A	A	A	A	A
10	Jabalpur	Jabalpur	Narmada near road Bridge (Down Stream Bargi dam) Jabalpur	A	A	A	A	A
11	Jabalpur	Jabalpur	Narmada River at Jamtara, Near Railway Bridge	A	A	A	A	A
12	Jabalpur	Lalpur	Narmada River near water supply intake point at Lalpur,	A	A	A	A	A
13	Jabalpur	Jabalpur	Narmada River at Tilwaraghat	A	A	A	A	A
14	Jabalpur	Jabalpur	Narmada River at Panchwatighat,Bheraghat.	A	A	A	A	A

15	Jabalpur	Jabalpur	Narmada River at Sarswastighat after mixing Bawanganga river	A	A	A	A	A
16	Jabalpur	Jabalpur	Narmada near road bridge at Jhansinghat Jabalpur	A	A	A	A	A
17	Narsinghpur	Narsinghpur	Narmada N.H.44 near road bridge at Barman.Jabalpur	A	A	A	A	A
18	Narsinghpur	Narsinghpur	Narmada Barmanghat, 100 mts D/s mainghat	A	A	A	A	A
19	Narsinghpur	Narsinghpur	Narmada S.H.44 near road bridge ,Jhilkoli Narsingpur	A	A	A	A	A
20	Narmadapuram	Sandia	Narmada River at near Road Bridge, Sandia Narmadapuram	B	B	A	A	A
21	Sehore	Jait	Narmada River at Up Stream of Village.Jait Sehore	B	B	A	A	A
22	Sehore	Jait	Narmada River at Down Stream of Village Jait	B	B	A	A	A
23	Sehore	Sehore	Narmada River at Shahaganj Guest House Sehore	B	B	B	A	B
24	Sehore	Sehore	Narmada Up Stream beforConflu.River Tawa near Bandrabhan, Sehore	B	B	B	A	B
25	Sehore	Ramnagar	Narmada Down Stream after Conflu. River Tawa Ramnagar	B	B	B	A	B
26	Sehore	Budhni	Narmada Budhnighat, Budhni	B	B	B	A	B
27	Narmadapuram	Narmadapuram	Narmada Korighat Hoshangabad	B	B	B	A	B
28	Narmadapuram	Narmadapuram	Narmada Sethanighat Hoshangabad	B	B	B	A	B
29	Narmadapuram	Narmadapuram	Narmada River at100 mtrs. Down Stream after of SPM nalla	B	B	B	A	B
30	Sehore	Budhni	Narmada at Down Stream of Textile unit Village HolipuraBudni	B	B	B	A	B
31	Dewas	Nemawar	Narmada at beforConflu.of River Jamner VillageNemawar	A	A	A	A	A
32	Dewas	Nemawar	Narmada at water supply intake point Nemawar	A	A	A	A	A
33	Dewas	Nemawar	Narmada 500 m.Down Stream near Jain Mander VillageNemawar	A	A	A	A	A
34	Khandwa	Hanuwantia	Narmada at HanuwantiaDist.khandwa	A	A	A	A	A

35	Khandwa	Punasa	Narmada River at Punasa Dam	A	A	A	A	A
36	Khandwa	Omkareshwar	Narmada at Up Stream Omkarewhwar Dam Khandwa	A	A	A	A	A
37	Khandwa	Omkareshwar	Narmada At Omkarewhwar d/s.	A	A	A	A	A
38	Khargone	Barwaha	Narmada Barwaha near Mortakka Bridge	A	A	A	A	A
39	Khargone	Dhareshwar	Narmada River at Dhareshwar	A	A	A	A	A
40	Khargone	Jallod	Narmada near w/s. Jallod intake	A	A	A	A	A
41	Khargone	Mandleshwar	Narmada River at Mandleshwar Down Stream	A	A	A	A	A
42	Khargone	Maheshwar	Narmada River at Maheshwar Down Stream	A	A	A	A	A
43	Khargone	Maheshwar	Narmada River at Shahastradhara (Jalkoti)	A	A	A	A	A
44	Dhar	Dhar	Narmada at Khalghat	A	A	A	A	A
45	Dhar	Dharampuri	Narmada at Dharampuri	A	A	A	A	A
46	Dhar	Dharampuri	Narmada River at DharampuriDown Stream	A	A	A	A	A
47	Barwani	Barwani	Narmada River at SemaldaUp Stream of Barwani	A	A	A	A	A
48	Barwani	Barwani	Narmada River at Rajghat Badwani.	A	A	A	A	A
49	Dhar	Nisarpur	Narmada River at Koteshwar,Nisarpur, Dhar	A	A	A	A	A
50	Alirajpur	Kakrana	Narmada River at Kakrana,	A	A	A	A	A