

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

TERMINATION NOTICE (WITHOUT PREJUDICE)

NHIDCL/NH-223/MiddleStraitBridge/SCN/2016/198053

Date: 06.06.2023

To,
M/s MantenaVasishta Bridge (JV),
Mantena House, 2-56-33/12A,
Opp. MVV Court Yard,
Khanamet, Hyderabad - 500081.

Sub: Construction of Major bridge over **Middle Strait Creek** between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman and Nicobar Islands on EPC basis: **Termination of Contract under Clause 23.1 of Contract Agreement-reg.**

Ref:

- i) NHIDCL letter No.195 dated 18.12.2017 (LoA)
- ii) NHIDCL letter No.369 dated 03.01.2019 (Notification of Appointed Date to Contractor)
- iii) NHIDCL MoM of review meeting dated 10.08.2020
- iv) NHIDCL MoM of review meeting dated 12.10.2020
- v) NHIDCL MoM of review meeting dated 03.11.2020
- vi) NHIDCL MoM of review meeting dated 15.12.2020
- vii) NHIDCL MoM of review meeting dated 13.01.2021
- viii) NHIDCL MoM of review meeting dated 03.02.2021
- ix) NHIDCL MoM of review meeting dated 24.02.2021
- x) NHIDCL MoM of review meeting dated 17.03.2021
- xi) NHIDCL MoM of review meeting dated 07.04.2021
- xii) NHIDCL MoM of review meeting dated 28.04.2021
- xiii) NHIDCL MoM of review meeting dated 10.05.2021

- xiv) NHIDCL MoM of review meeting dated 23.06.2021
- xv) NHIDCL MoM of review meeting dated 14.07.2021
- xvi) NHIDCL MoM of review meeting dated 06.08.2021
- xvii) NHIDCL MoM of review meeting dated 27.08.2021
- xviii) NHIDCL MoM of review meeting dated 29.09.2021
- xix) NHIDCL MoM of review meeting dated 16.11.2021
- xx) NHIDCL MoM of review meeting dated 17.12.2021
- xxi) NHIDCL MoM of review meeting dated 23.12.2021
- xxii) NHIDCL MoM of review meeting dated 11.01.2022
- xxiii) NHIDCL MoM of review meeting dated 25.05.2022
- xxiv) NHIDCL letter No.1546 dated 22.08.2022 (MoM of review meeting dated 28.07.2022)
- xxv) NHIDCL letter No.56 dated 30.09.2022 (MoM of review meeting dated 23.09.2022)
- xxvi) NHIDCL letter No.88 dated 14.11.2022 (MoM of review meeting dated 31.10.2022)
- xxvii) NHIDCL letter dated 22.12.2022 (MoM of review meeting dated 13.12.2022)
- xxviii) NHIDCL letter dated 10.01.2023 (MoM of review meeting dated 06.01.2023)
- xxix) NHIDCL letter dated 18.04.2023 (MoM of review meeting dated 13.04.2023)
- xxx) Director(T) site visit on dated 10-12.02.2022 (MoM of inspection notes dated 10-12.12.2022)
- xxxi) Director(T) site visit on dated 06-07.12.2022 (MoM of inspection notes dated 06-07.12.2022)
- xxxii) MD site visit letter dated 16.06.2023 (MoM of inspection notes dated 09-11.06.2022)
- xxxiii) NHIDCL letter no. NHIDCL/NH-223/Middle Strait Bridge/2016/752 dated 25.02.2021 (Shaw cause notice for placing the EPC Contractor in the Negative List, issued by HQ NHIDCL to EPC Contractor).
- xxxiv) NHIDCL letter no. NHIDCL/A&N/Middle Strait (106.590 to 107.762) /N27/2020/29 dated 11.04.2022 (Notice of intention to declare the EPC Contractor as "Non Performer" issued by RO Port Blair to EPC Contractor).
- xxxv) EPC Contractor letter no. MVB JV/MB-MS/305 dated 26.04.2022 (Reply to non-performer letter submitted by the EPC Contractor to PMU Mayabunder).



- xxxvi) NHIDCL letter no. NHIDCL/RO/A&N/107.76to129.445(Package-III)/N23 /2020/ 575 dated 10.11.2022 (Cure Notice issued by RO Port Blair to EPC Contractor).
- xxxvii) EPC Contractor letter no. MBBJV/MB-MHC/NHIDCL/2022-23 dated 09.01.2023(Reply to the Cure Period Notice)
- xxxviii)NHIDCL vide letter no. NHIDCL/NH-223/ Middle Strait Bridge/SCN/2016 dated 20.01.2023 (Intention to Termination Notice)
- xxxix) EPCC letter no. MVB JV/MB-MS/2022/24, dated 02.02.2023 (EPCC's Response to the Intention to Termination)
- xl) AE letter no. YM-LMA/ AE /A&N/2023 /362 (T.1), dated 10.02.2023 (AE's clarification & ground report for Middle Strait Creek Bridge)
- xli) GM PMU letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/184A, dated 10.02.2023 (PMU's clarification & ground report for Middle Strait Creek Bridge)
- xl ii) Special Officer's 1st Report submitted to Hon'ble High Court for Inspection dated 17.12.2022
- xl iii) Special Officer's 2nd Report submitted to Hon'ble High Court for Inspection dated 03.02.2023 & 04.02.2023
- xl iv) NHIDCL letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/367, dated 24.03.2023 (PMU's Notice to EPCC on Slow Progress in Middle Strait Creek Bridge)
- xl v) NHIDCL letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/176, 27.03.2023 (RO-Port Blair's letter for non-achievement of committed targets of committed by EPCC during cure period, and persistent slow progress & un-cured defaults of EPCC)
- xl vi) NHIDCL letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/187, dated 06.04.2023 (RO-Port Blair's Notice to EPCC for imposing damages in pursuant with the provisions of clause 10.3 & 10.6 of Article-10 of CA)
- xl vii) NHIDCL letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/187, dated 20.04.2023 (RO-Port Blair's Intimation to EPCC for imposing damages in pursuant with the provisions of clause 10.3 & 10.6 of Article-10 of CA)

Whereas, LOA for the work of "*Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman and Nicobar Islands on EPC basis*" was issued to M/s Mantena Vasishta Bridge (JV) (referred as "EPC Contractor" hereinafter) on 18.12.2017 by National Highways Infrastructure Development Corporation Limited (NHIDCL) (referred as "Authority" hereinafter).

2. **WHEREAS**, the Contract Agreement for executing the subject work was signed on 02.01.2018 between Authority and the EPC Contractor.

3. **WHEREAS**, the Appointed date for the project was fixed as 03.01.2019 and the EPC Contractor was obliged to complete the work within 36 (thirty-six) months from the appointed date i.e., on or before 02.01.2022, keeping in view the fact that time is the essence for the contract.

4. **WHEREAS**, the original date of Milestone-I, Milestone-II, Milestone-III and Milestone-IV were fixed as 19.12.2019, 14.10.2020, 02.05.2021 and 02.01.2022 respectively according to Schedule-J of Contract Agreement.

5. **WHEREAS**, the Milestones were revised and achievement of Milestones through grant EOT are as follows:

| Milestone | % Achievement | Appointed Date | Falling Date | Achievement Date | Milestone as per approved EOT |
|---------------|---------------|---------------------------|------------------------|------------------|-------------------------------|
| Milestone-I | 10% | 03 rd Jan 2019 | 19.12.2019 (Failed) | 09.09.2020 | 09.09.2020 |
| Milestone-II | 35% | | 14.10.2020 (Failed) | 22.02.2022 | 20.11.2021 |
| Milestone-III | 60% | | 02.05.2021 | Failed | 24.02.2022 |
| Milestone-IV | 100% | | 02.01.2022 | Failed | 26.09.2022 |

6. **WHEREAS**, Milestone-I (10%) was achieved on 09.09.2020 & Milestone-II (35%) was achieved on 22.02.2022, and the EPC Contractor has not achieved Milestone-III & Milestone-IV till date due to various reasons of defaults and breaches on the part of the Contractor under clause 23.1.1 of the Contract Agreement. The EPC Contractor could achieve only 41.55 % Physical Progress as on 10.05.2023.

7. **WHEREAS**, as per Article 3.1 of the Contract Agreement, the EPC Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

8. **WHEREAS**, despite repeated notices from Authority/Authority's Engineer, the performance of the EPC Contractor was extremely poor and was not found satisfactory to the requirements of the project and having no other option left, the Authority issued Cure Period Notice to the EPC Contractor in accordance with the Clause 23.1.1 of the Contract Agreement vide NHIDCL letter dated 10.11.2022, and to rectify all the defaults of the Contract Agreement in a time bound manner within 60 (Sixty) days from the date of notice i.e., 09.01.2023.

9. WHEREAS, Authority Engineer has reviewed the Cure Period of the EPC Contractor and submitted the details of work done in Cure Notice are as follows:

| Sl. No. | Details | Total Scope (Nos) | Total done (Nos) | Work done in Cure Period | Balance |
|---------|-----------------|-------------------|------------------|-----------------------------|---------|
| 1 | Piles | 126 | 74 | 2 | 52 |
| 2 | PileCap | 17 | 10 | A-1 Reinforcement Completed | 7 |
| 3 | Segment Casting | 336 | 41 | 10 | 295 |
| 4 | Piers | 17 | 8 | P-6 First lift completed | 9 |

10. WHEREAS, EPC Contractor has failed to achieve the Work Program submitted by it and the progress of work achieved by the EPC Contractor during working season indicating the slow rate of progress is furnished below as ready reckoned:

| Physical and Financial Progress | | | | | |
|---------------------------------|-------------------|------------------------------|--------------------|-------------------------------|--|
| Month | Physical Progress | Cumulative Physical Progress | Financial Progress | Cumulative Financial Progress | |
| Cum progress upto Dec-21 | - | 37.39% | - | 34.85% | |
| Jan-22 | 0.80% | 38.19% | 2.54% | 37.39% | |
| Feb-22 | 0% | 38.19% | 0% | 37.39% | |
| March-22 | 0.55% | 38.74% | 0.95% | 38.34% | |
| April-22 | 0% | 38.74% | 0% | 38.34% | |
| May-22 | 0% | 38.74% | 0% | 38.34% | |
| June-22 | 0.04% | 38.78% | 0% | 38.34% | |
| July-22 | 0% | 38.78% | 0% | 38.41% | |
| Aug-22 | 0.02% | 38.80% | 0% | 38.41% | |
| Sep-22 | 0.02% | 38.82% | 0% | 38.41% | |
| Oct-22 | 0.02% | 38.84% | 0% | 38.41% | |
| Nov-22 | 0% | 38.84% | 0% | 38.41% | |
| Dec-22 | 1.63 % | 40.47 % | 1.73% | 40.14% | |
| January-23 | 0 % | 40.47 % | 0 % | | |

11. WHEREAS, the work progress against the target per month is alarming as per progress achieved against target mentioned below:

| Marine Piling Progress of Contractor | | |
|--------------------------------------|----------|----------------------------------|
| Month | Achieved | Target |
| January 2022 | 2 Piles | 6 Piles (Committed 12 Nos in VC) |
| February 2022 | 0 Pile | 6 Piles (Committed 12 Nos in VC) |

| | | |
|-------------|---------|--|
| March 2022 | 1 Pile | 6 Piles |
| April 2022 | 0 Pile | 6 Piles |
| May 2022 | 0 Pile | 3 Piles |
| June 2022 | 1 pile | Work Program has not been submitted by EPC Contractor. |
| July 2022 | 0 pile | |
| August 2022 | 0 pile | |
| Sept 2022 | 0 pile | |
| Oct 2022 | 0 pile | |
| Nov 2022 | 2 piles | |
| Dec 2022 | 0 pile | |
| Jan 2023 | 1. pile | 6 Piles |

12. WHEREAS, considering the importance of the project for the public at large and to expedite the progress of work, various review meetings were conducted with the EPC contractor on 10.08.2020, 12.10.2020, 03.11.2020, 15.12.2020, 13.01.2021, 03.02.2021, 24.02.2021, 17.03.2021, 07.04.2021, 28.04.2021, 10.05.2021, 02.06.2021, 23.06.2021, 14.07.2021, 06.08.2021, 27.08.2021, 29.09.2021, 16.11.2021, 17.12.2021, 23.12.2021, 11.01.2022, 28.07.2022, 23.09.2022, 31.10.2022, 13.12.2022, 06.01.2023 and 13.04.2023 and in every review meeting the EPC Contractor has given a new date for completing the project, which has proven to be evidently false.

13. WHEREAS, the EPC Contractor has consistently failed to achieve the interim targets and fulfil all the assurances, written and oral, made to the Authority given during the review meetings. The reasons for occurrence of the said defaults are solely attributable to the EPC Contractor.

14. WHEREAS, Authority has extended its full cooperation, all the facilities and relaxations for retention money, Secured Advance given for Materials, Secured Advance given on Performance Bank Guarantee (PBG), Extension of Time (EoT) etc. to the EPC Contractor, keeping in view the interest of the project and for completion of the project. However, the EPC Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

15. WHEREAS, the EPC Contractor has failed to achieve the Physical and Financial target promised in the VC meeting held on 16.11.2021 at the beginning of the working seasons and meeting held on 25.05.2022 at the end of the working season. EPC Contractor also failed to achieve any progress even after caution VC held on 23.09.2022.

16. WHEREAS, the EPC Contractor has not shown any intent to undertake the construction work at site and has deployed absolutely no manpower, machinery, plant or any resource for any work and made further false statements on telephone instead of rectifying their

defects. This clearly establishes the lackadaisical and casual approach of the EPC Contractor in executing the project and would categorically indicate that the EPC Contractor was at all material times pursuing a different agenda and was not sincere or serious about project maintenance & completion where huge importance of the project for the public demand in North & Middle Andaman District.

17. WHEREAS, the Authority determined that the EPC Contractor has miserably failed to cure any of the defaults as specified in the Cure Notice and thereby causing delay in progress of the project, compromising with the safety and maintenance which was instantly requirements of the project highway and causing irreparable loss to the Authority, the Authority need to take further steps; and

18. WHEREAS, the EPC Contractor, in addition to the failure to cure any of the defaults, was still not showing any interest or genuine intention to execute the work. Moreover, the EPC Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

19. WHEREAS, the EPC Contractor has consistently failed to achieve the interim targets and fulfil all the assurances, written and oral, made to the Authority given during the review meetings. The reasons for occurrence of the said defaults are solely attributable to the EPC Contractor.

20. WHEREAS, during the review meeting of the project held on 23.09.2022 under the chairmanship of MD, NHIDCL, the EPC Contractor was categorically directed to mobilize resource and submit the project wise detailed plan for execution of work for physical and financial progress. A period of 15 (Fifteen) days was granted to the EPC Contractor to show case his intentions on completion of works by deploying required resources. However, no such attempt was made nor visible on project site even today on this date.

21. WHEREAS, P1 pile cap and P6 pile cap has been completed on 05.05.2022 and 15.07.2022 respectively. But till date pier shaft of P1 and P6 not executed even after 05 months elapsed.

22. WHEREAS, the box segment casting was started on 6th Feb 2022. The EPC Contractor has committed to complete 2 segments per day. There are 336 segments to be completed. The current rate of casting is 4 segments per month which is very slow. At the present pace, the EPC Contractor going to take almost 4-5 Years even for casting of segments.

23. WHEREAS, MD NHIDCL during site visit dated 10.06.2022 and 11.06.2022 had strictly instructed to speed up the work with revised work program with additional resource, but the EPC Contractor has failed to implement the revised work program.

24. WHEREAS, notwithstanding with the above failure on the part of the EPC Contractor, it seems that EPC Contractor has shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.

25. WHEREAS, the EPC Contractor's act is totally unethical and shows a total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the EPC Contractor has also proved that he is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project and miserably poor state of the road stretch in question.

26. WHEREAS, this office has been receiving numerous RTI's/ Public Grievances/ twitter posts regarding slow progress which is contrary to the Clause 10.4.1 of the Contract Agreement, leading to NHIDCL losing reputation and credibility in Andaman and Nicobar Islands.

27. WHEREAS, providing safety measures as per clause 14.4 of the Contract Agreement & IRC: SP:55-2014 is one of the prime responsibilities of EPC Contractor. But failure to provide adequate safety measures as per Good Industry Practice in the working zone which has resulted in inconvenience to the public and vehicular traffic movement; and

28. WHEREAS, The EPC Contractor unprofessional and non-serious attitude towards the project shall not be tolerated, his above acts of omission and Commission has resulted in;

- i. Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.
- ii. The Authority is losing goodwill of the people of Andaman & Nicobar Islands
- iii. The Authority is losing reputation and credibility in the eyes of its stakeholder.

29. WHEREAS, all the earlier letters/correspondences/notices issued by the Authority to the EPC Contractor for improving its performance may be read as part and parcel of this Notice.

30. In spite numerous verbal and written instructions, the EPC Contractor has submitted work program for balance works, but the same is not implemented on ground. A cure period notice was also given to contractor by AE vide letter 06/05/2022 as per Article 23 of Contract Agreement but the Contractor showed lackadaisical approach towards work progress and also violation of Contract Agreement signed between contractor and Authority.

31. WHEREAS, the Intention to Termination Notice was served to the Contractor on 20.01.2023 in accordance with Clause 23.1.2 of the Contract Agreement listing all the grounds of the Intention to Termination Notice due to inadequate mobilization in terms of manpower, equipment & machineries on site and Contractor's lack of ability to achieve the progress in working season demonstrate the intention of Contractor to abandon the project.

Vide Intention to Termination Notice dated 20.01.202, a 15(fifteen) days' time period was granted from the date of issue of this Notice, else action as per provision of the Contract Agreement was to be taken.

32. **WHEREAS**, the EPC Contractor has replied the Intention to Termination Notice vide letter dated 02.02.2023. Wherein, the EPC Contractor raised the issue of difference in approved plan & profile vis a vis actual levels, difficulty in mobilising the 600 metric tonne Pontoon, tug for sea piling and gantries, serious difficulty in sea piling, approaches being too steep and cash flow issues. As none of these are the responsibility of the Authority in accordance with the provisions of the Contract Agreement, therefore they are not tenable as a defence in the Intention to Termination Notice issued by the NHIDCL on 20th January 2023.

33. **WHEREAS**, the reply of EPC Contractor has been examined by Authority's Engineer and para-wise reply has been furnished vide AE's letter dated 10.02.2023. Further it was clarified that materially false representations by EPC Contractor are contempt under clause 23.1.1(O) and also recommended to proceed with initiating action as per Clause 23.1.2 termination of subject project.

34. **WHEREAS**, on receipt of the letter dated 02.02.2023 of EPC Contractor, the input and latest status was sought from PMU and Authority' Engineer (AE). PMU and AE vide letter dated 10th February, 2023 reported the ground report and clarifications in response to the EPC Contractor's reply on Intention to Termination Notice. Therein, it has been brought that neither any efforts to expedite the work is underway, nor the rectifying measures had been adopted by the EPC Contractor to correct its defaults or to execute the project and therefore recommended to proceed with termination of the contract.

35. **WHEREAS**, PMU vide letter dated 24th March, 2023 again notified the EPC Contractor that since December, 2022, almost no work had been in progress and requested to expedite the progress and deploy additional machinery, manpower and make necessary arrangements for timely procurement of construction material to complete the work and assured targets.

36. **WHEREAS**, NHIDCL vide letter dated 27th March, 2023 had sought some clarifications and results from the EPC Contractor on inadequate deployment of the resources. It has also been intimated by ED(P) that observations on slow progress and defaults were also reported by Judicial review by special officers appointed by honourable High Court of Kolkata. (Refer the report of the Special Officers appointed by Hon'ble High Court of Kolkata)

37. **WHEREAS**, more than 28 (twenty eight) months have already been passed after declaration of Appointed Date and it can be seen that M/s Mantena Vashista Bridge (JV) is unable to deploy sufficient manpower, material resources, qualified & experienced personnel, shows his failure to proceed with the work, manifests his intention to abandon the construction of major bridge over Middle Strait Creek and commits default with provisions of Contract Agreement thereby leading to cost-overflow & time overrun for such a crucial and strategically important project in Andaman & Nicobar Islands.

38. **WHEREAS**, it has become evident that the EPC Contractor is not in a position to execute the Contract within the provisions of the Contract Agreement and continues to be in default

of most of the obligations as brought out in the 'Cure Notices' leading to a major Material Adverse Effect on the Contract, WHEREAS, the EPC Contractor has breached the Contract Agreement, inter-alia, with the following defaults in terms of the clause 23.1.1 of Article 23 of the Contract Agreement :

(i) Sub Clause 23.1.1 (c): the contractor does not achieve the latest outstanding project milestone due in accordance with the provisions of Schedule J, subject to any Time extension, and continues to be in default for 45 (forty-five) days;

(ii) Sub Clause 23.1.1 (d): the contractors abandons or manifests intention to abandon the construction or maintenance of the project highway without the prior written consent of the Authority;

(iii) Sub Clause 23.1.1 (e): the Contractors fails to proceed with the works in accordance with provisions of clause 10.1 or stops works and/ or the maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer;

(iv) Sub Clause 23.1.1 (h):the Contractor fails to rectify any defects, the non-rectification of which shall have a material adverse effect on the project, within the time specified in this agreement or as directed by the Authority's Engineer;

(v) Sub Clause 23.1.1 (g):the Contractor has failed to fulfil any obligation, for which failure termination has been specified in this Agreement;

(vi) Sub Clause 23.1.1 (r):the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.

39. WHEREAS, the Authority in the interest of the project and since Public Money is involved, Authority is no more in a position to remain as a silent observer on this. However, it is plainly apparent at this stage that the EPC Contractor is not at all serious and has shown no intent to execute the project which is causing Immense public suffering in Middle & North Andaman and due to this, the Authority is losing reputation and credibility in the eyes of its stakeholder and goodwill of the people of Andaman & Nicobar Islands.

40. WHEREAS, in view of the above-mentioned facts and circumstances, non-exhaustive fundamental breach, it is emphasized that M/s Mantena Vashista Bridge (JV) is not performing its obligations as stipulated in the Contract Agreement and showing casual approach, unprofessional behaviour towards implementation and is unwilling to complete the project as per the provisions of contract agreement and milestones leading to a material adverse effect on the project, the EPC Contractor's inadequate mobilization in terms of manpower, equipment and machineries on site and its lack of ability to expedite the progress in best working season demonstrate the intention best known to him and no interest towards achieving the progress of work in accordance with the provisions of Contract

Agreement. Further, aforementioned facts itself constitutes the default on the part of the contractor under clauses 23.1.1 (c), (d) (e), (h), (q) & (r) of the Contract Agreement.

41. In light of the above facts, the Authority has left with no other option but to terminate the contract with M/s Mantena Vashista Bridge (JV) forthwith in accordance with Clause 23.1 of the Contract Agreement with immediate effect.

42. Upon Termination of this Contract for Contractor Default in accordance with the terms of Article 23, the provisions of Article 23 shall henceforth apply.

43. The Authority hereby reserves its right to recover the losses or damages and expenditures which shall be borne by the Authority on account of maintenance of the existing Project Highway or any other expenditure which the Authority will incur due to termination of the contract on contractor's default.

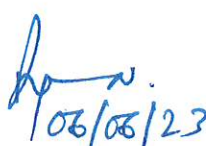
44. The EPC Contractor is hereby directed to restrain any person claiming through or under agreement from entering upon the site or any part of the project except for taking possession of materials, stores, construction plants with the prior permission of the Authority.

45. In conjunction with this Contract Termination, M/s Mantena Vashista Bridge (JV), shall not perform further services other than those reasonably, necessary to close out this contract.

46. This Termination Notice is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and/ or applicable law.

47. This issues with the approval of the Competent Authority.

Encl: As stated above.


106/06/23
(Rajendra Singh Yadav)
Executive Director-IV(Technical)

Copy for kind information:

- i. PS to MD, NHIDCL, New Delhi.
- ii. PS to Director(A&F)/Director(T)-I &II, NHIDCL, New Delhi.
- iii. ED(T/P) s, NHIDCL.
- iv. GM(IT), NHIDCL HQ (to put the notice on the website)



Yongma Engineering Co. Ltd.

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in association with

AL-NIKO

**Techniko Consultancy Services
Pvt. Ltd.**

(Earlier Known as LMA Engineering
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Ref: YM-LMA/AE/A&N/2023/362 (T.1)

Dated: 10.02.2023

To,
The General Manager (P)
NHIDCL, B.O, Mayabunder-744204
A&N Island.

Subject: "Construction of Major Bridge Over Middle Strait Creek Between Km. 106.590 To Km. 107.762 Of NH-223 (New NH-4) Connecting South Andaman and Baratang Islands in Union Territory of A&N", Clarification in response to EPC Contractor's Representation against Notice for Intention to Termination dated 20.01.2023 & Ground Report-REG.

1. Ref:
 - (i) Minute of 1st Consolation meeting for subject project dated on 23.11.2020.
 - (ii) Minute of 2nd Consolation meeting for subject project dated on 16.02.2021.
 - (iii) Minute of 3rd Consolation meeting for subject project dated on 08.09.2021.
 - (iv) Cure notice of Middle Strait Creek Bridge NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/575 dated on 10.11.2022.
 - (v) Response to the Cure notices of Middle Strait Creek Bridge, MVB JV/MB-MS/2022/23, dated 09.01.2023.
 - (vi) Intention to Termination Notice by issued from HQ, NHIDCL vide letter no. NHIDCL/NH-223/ Middle Strait Bridge/SCN/2016, dated 20.01.2023
 - (vii) Response of EPCC to HQ, NHIDCL vide letter no. MVB JV/MB-MS/2022/24, dated 02.02.2023.
2. Subsequent to 60 days Cure Notice dated 10.11.2022 and Notice for Intention to Terminate dated 20.01.2023 for the subject project, in accordance with Cl. 23.1.1 & 23.1.2 respectively of the Contract Agreement. No Cure has been made by the EPC Contractor for defaults committed by him during or till the completion of cure period & notice period of 60 days & 15 days respectively. However, deceptive representations against both the notices for Middle Strait Creek Bridge have been received.
3. In view of persistent un-cured defaults of EPCC for the subject project, even after 15 days Notice for Intention to Terminate as per clause 23.1.2. However it is observed that no action has been initiated upon completion of 15 days, following clarifications are submitted to the Competent Authority for necessary action:
 - (i) To cure the defaults committed by the EPC Contractor, on ground no new developments measures adopted or augmentation of resources or efforts have been observed by Authority's Engineer, till date.
 - (ii) Apart from other defaults, in recent monsoon season, the EPC Contractor has nearly abandoned the project sites that had created safety issues to the commuters due to non-maintenance existing road to jetty, by the EPC Contractor. The EPCC is obliged to

Project Office: C/o- Nogra Behari Dey, Sitapur Village, Dasrathpur Panchayat, Rangat, Middle Andaman-744205

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maintain the existing road between starting and end point of green alignment of subject project, as per clause 10.4.1; default observed as per clause 23.1.1 (d), (e).

- (iii) In addition, few new facts were being portraited by EPCC in response to notice for intention to terminate vide letter dated 02.02.2023, no references were found enclosed with the representation of the EPC Contractor to back up the baseless claims. However, parawise reply of AE are made as under:

Para-1 : Reason of large difference in OGL is non-admissible, as per clause 2.5, page-229 of contract agreement. However, it is informed that (a) compressive survey, report and design has been submitted by the DPR Consultant, at pre-construction stage, (b) presently there is a 15m (Approx) saddle on the access of bridge alignment on Port Blair side(not mentioned by EPCC), (d) to coverup the swamp close to sea, cutting & filling was done by EPCC; resulted in reform of formation on both side approach, (c) the approaches are on coastline and surrounded by swamp/ forest, subject for dynamic deformation, on land form, (d) the soil so excavated from the project site has been utilized by nearby contractors in past since the award of work. Contempt was made by EPCC by canvassing full information and mis-representing the facts, in contradiction of Contract Agreement. Default of EPCC as per clause 23.1.1 (e), (o) of contract agreement.

Para-2 & 3: It is well understood that construction of Major Bridge over Middle Strait Creek has been a second specialized project after Humphrey Bridge on NH-4; the Humphrey bridge construction was carried out in well planned manner, without any such claims. The claims of EPCC for the subject project stands in contradiction to clause 3.1.7 (a) (b) of Contract Agreement. Default of EPCC as per clause 23.1.1 (e), (o) of contract agreement.

Para-4 : There is no reasonable plan, schedule and proficiency was ever observed on behalf of EPCC. Approximately eight months in a year rain fall happens in A&N Islands. During rain/monsoon, it has been observed the project site have been abandoned by EPCC, instead of continuing pre-cast activities. Appropriate resource mobilization was never been inducted by EPCC for the subject project since the award of work, with present resources and pace of work the construction of Bridge would further take 5 to 7 years. Default of EPCC as per clause 23.1.1 (c), (d), (e) of contract agreement.

Para-5 : Instances of EPCC diverting & utilizing the project funds for other purposes except for expediting the work has been observed. Further, from time to time EPCC pleaded on grounds of cash flow; due to defaults made by EPCC for unplanned and un-organised approach to execute the work and non-cure of it's defaults even after many notices by AE & Authority. Therefore, it is pertinent to mention that without pre-judice EPCC is adjudged to be Bankrupt. Clause 23.1.1 (l) of Contract Agreement stands applicable.

- (iv) Prima facie the present situation stands as it was at the time of issue of notice for intention to terminate vide letter dated 20.01.2023 and no cure whatsoever has been done by the defaulting Contractor.

**Yongma Engineering Co. Ltd.**

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in association with

Techniko

Techniko Consultancy Services Pvt. Ltd.

(Earlier Known as LMA Engineering Consultants Pvt. Ltd.) Corporate Office:
Office No. 303, E-57A, 3rd Floor,
Sector-03, Noida-201301 Uttar Pradesh (India) Phone: 0120-4572492
E-mail: abhinavsinghchaurhan@techniko.co.in

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 [For the period from 06 Dec'22 to Feb'23] | Progress as on 06-12-2022 | Progress as on 10-02-2022 | Achievement [For the period from 06 Dec'22 to 10 Feb'23] | Achievement against commitment (%) |
|---------|---------------------|-------------|--|---------------------------|---------------------------|--|------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = (6 - 5) | (8) = (7 / 4) x 100 |
| 1 | Piles | 126 | 11 | 74 | 74 | 0 | 0 % |
| 2 | Pile Caps | 17 | 2 | 10 | 11 | 1 | 50 % |
| 3 | Piers | 17 | 3 | 8 | 8 | 0 | 0 % |
| 4 | Pier Caps | 17 | 5 | 0 | 0 | 0 | 0 % |
| 5 | Segment Casting | 336 | 60 | 39 | 41 | 2 | 3.33 % |
| 6 | Inspection Bungalow | 1 | 50% | 50% | 50% | 0 | 0 % |

4. Above may be treated as clarification and ground report upon completion of 15 days Notice of Intention to Terminate of EPCC for the subject projects. Further, it is clarified that materially false representations by EPCC are contempt under clause 23.1.1 (o) and it is hereby recommended that the Competent Authority may proceed with initiating action as per Clause 23.1.2; termination of subject project.

Thanking you and assuring you of our best service, at all times.

Your Sincerely

For and behalf of

M/s. Yongma Engineering & Techniko Consultancy Services Pvt. Ltd.

Team Leader
Pramod Kumar

Enclosure: - As above

CC:-

- (1) Executive Director (P)
- (2) General Manager (P)
- (3) GM (T) Yongma Engineering Co. Ltd.
- (4) MD, Techniko

Team Leader
Yongma Engineering Co. Ltd.

Project Office: C/o- Negin Behari Dey, Sitapur Village, Dasrathpur Panchayat, Rangat, Middle Andaman-744205

Contact Number: 031-92275111 E-mail: andaman.aeproject@gmail.com

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

राष्ट्रीय परिवहन और राजमार्ग मंत्रालय, भारत सरकार

राष्ट्रीय राजमार्ग बोर्ड बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

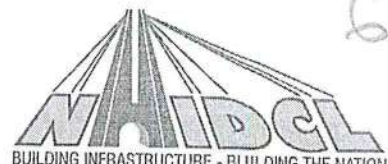
National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2346 1600, www.nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



CIN: U45400DL2014GOI269062

A PUBLIC SECTOR UNDERTAKING

NHIDCL/NH-223/Middle Strait Bridge/2018/269

Dated: 03.01.2019

To

General Manager (P), A&N,
Branch Office, Port Blair
Ground Floor, CE Office, APWD,
Port Blair, Andaman and Nicobar Island
Email- andaman.nhidcl@gmail.com



Sub: "Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 (New No. NH -4) in the Union Territory of Andaman & Nicobar Islands, on EPC basis"-Declaration of Appointed Date-reg.

Sir,

Please refer to your email dated 03.01.2019, forwarding herewith Joint Memorandum signed by you and Contractor's representative on 03.01.2019; you have recommended the appointed date as 03.01.2019. In this regard, Competent Authority, NHIDCL has accorded approval for declaration of "Appointed Date" on 03.01.2019.

In file of
Middle Strait
Jom
05/01/19

Yours sincerely,

(V.K. Singh)
ED-IV

Copy forwarded for information to:

M/s Mantena Vasishta Bridge JV, Mantena House, 2-56-33/12A, Opp. M.V.V. Courtyard Khanamet, Hyderabad - 500081 Email:- subbaraju.msk@gmail.com

REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O.),

Port Blair - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

Dated: 17.02.2022

NHIDCL/RO/A&N/General/N-9/2020/676

The General Manager (P)
NHIDCL, PMU-Mayabunder,
Village Lucknow, P.O Webi
Mayabunder-744204

Inspection/Tour Notes and Minutes of Meeting: Visit by Mr. Atul Kumar, Director (Technical), HQ, NHIDCL, New Delhi at Regional Office, NHIDCL, Port Blair, A & N Islands between 10th -12th Feb 2022:

1. The Director (T), Sh. Atul Kumar visited Andaman and Nicobar Islands on the above dates. The inspecting officer visited Package-I, V, 4-Minor Bridge, Jarwa Forest Reserve-I (Road works), certain Slope Protection work in Jarwa-I, all located in South Andaman. The inspection and visit continued further to the Middle & North Andaman on the following works: Middle Strait Creek Bridge (Baratang), Package-III (Part-I, II&III), Humphrey Strait Creek Bridge, Jarwa Reserve Forest -II (Road works), Package-VII (Completed NH works), Package-IV, Package-II and Package-VIII (including the Reconstruction of 94 nos. Culverts works).

2. During the inspection the following was observed, noticed and directions were issued:

a) **Km 21.00 to Km 28.00 NH Works:** Left out works of the portion due to CRZ restriction be taken up and completed at the earliest.

b) Technical representative from MES is required to be incorporated for the work of utility (i.e. 33 KV line and GI Pipeline) pertaining to MES from KM 14+200 to 16+700 which was affected due to widening/up-gradation of NH-4 from KM 12 to 45.

c) **Package-V:** Sea side open NH stretch which is very close to sea need to be provided with steel crash barrier as flank protection in order to protect any vehicle directly falling into sea. The same be included in monthly report on crash barrier progress report maintained centrally.

Road Shoulder need to be lifted/raised and maintained up to desired level and in no circumstances be allowed to go below road surface level to prevent any damage to road edges.

NH-4 portion already completed need to be maintained and pot holes, eroding of edges, shoulder cleaning vegetation obstructing during view clearance, periodic checking of steel crash barriers be done on regular basis. Pot holes indicated during the visit be immediately repaired.

d) **Package-VI:** CoS work executed on ground w.r.t available ROW need to be reconfirmed with the APWD handed over documents. Concrete Pavement work finishing on road side not as per specification, it needs a major rectification w.r.t its edges, width and slope finishing.

e) A number of NH-4 stretchers in Jarwa Forest Reserved found to be damaged. Works completed in March 2021 and is under Defect Liability Period. DLP Authority's Engineer to list out damaged chainages and contractor shall prepare a programme for its time bound repair. A notice to this effect be immediately issued by the Authority's Engineer.

f) **Slope Protection works:** Uphill highest level slope protection found to be open with lot of unprotected/stabilized soil excavated portions which pose a damage of its further slide/settlement along with heavy trees and forest vegetations. These open excavated/open portions be protected with a soil stabilization works/stone pitching so that no further soil erosion takes place.

All slope protection works need to be seen w.r.t rain water damage pattern and accordingly excess water be channelized to prevent any soil erosions/cutting which leads to slope/land slide.

g) **Middle Strait Creek Bridge:** Pile drilling work found very slow. It needs to be attempted simultaneously at both the ends. The arrangements of pontoons for drilling work at A1 end required to be expedited.

h) **De-scoping/Change of Scope (Package-III & IV):** Authority's Engineer recommendations and previous stand taken on de-scoping of bridges were verified on ground. In absence of any evidence related to hindrances on reconstruction and widening, it was opined that reconstruction of the two bridges of Package-III is possible with a little help from Forest Department and providing a temporary diversion. Similarly, the bridges where widening as per original scope also need to be progressed. The bridge has stood till date all peak levels of floods and moving loads. Thus, as an imperial/thumb rule and also as recommended in the DPR needs only widening. The following was directed:

i) All bridges to be cleared from top to bottom and photographed. Photographs of the cleared bridges to be forwarded to HQ, NHIDCL by the Authority's Engineer within a week time.

ii) A line diagram of the bridge near Package-III, HMP Plants at (Km 165+555) is to be prepared by the Authority's Engineer. It is to verify the Project Manager (Package-III) observation as its alignment and surrounding levels which are making it flooded during rain. The Authority's Engineer to conclude the fact.

i) **Missing/Additional chainage for road work: COS Package-III & IV:** The NH portions of jetty considered in CoS which increased the overall length of the re-aligned NH. The portions of road leading to jetty from NH need to be handed over back to APWD. However, their maintenances/motability be ensured before handing over these back to the APWD. Such maintenance and repair quantities be only considered in the CoS.

The chainage difference between Jarwa Forest Reserve and Package-III may be considered. It is to be duly supported with the correct start & end chainage of the packages.

The left over portion of NH towards end of Package-IV and start of Package-II be worked out along with its correct chainages and be considered in the above CoS. In addition, the left over Austin Creek Bridge for its routine maintenance including certain quantities to improve its approaches to the bridge be worked out and considered in CoS for the packages.

j) Soil Stabilization works (Package-III): Ongoing works of RBI-81 Soil Stabilization work using Writgen (WR-240) was witnessed. Conclusions to be drawn on effectiveness of all the so far tried techniques of soil stabilization in A & N Islands namely Viswasamundra, Zydex and RBI. The performance of RBI-81 be given in term of total work done and its damages with passage of one year exposure to monsoon. Same way a concluding table be drawn for the other two chemicals used for soil stabilization. The Authority's Engineer to conclude in these finding that how effective was the use of these soil stabilization techniques in A & N Islands.

k) Package- VII: Completed works of Package VII from Km 181.00 to 206.00 verified for its completion and present conditions. The following was observed and direction issued.

a) Road shoulder found full of wild vegetation. Need on immediate clearance. Certain places, shoulder were found very low due to which road edges found damaged. Hence, shoulder required to be raised.

b) A large number of stretches found damaged. Repair carried out need to follow correct methodology.

c) Entire stretches to be photographed after cleaning of road shoulder and repair within a week time.

d) Contractor to be issued with a notice for not fulfilling his contractual liability under Defect Liability Period (DLP). A penalty be raised on failure of this.

l) Package-II Inspection: Longitudinal crack marks repaired with bituminous filling visible on road at the beginning of Package-II road stretch need to be verified for bitumen content in the already executed work. Authority's Engineer to ascertain the reason duly supported by bitumen content report for the portions.

At a number of places road edge found damaged and also at many places road found damaged. Though the work was carried out last year but it should not be a reason for its damage. Damages be repaired as on occurrence along with other ongoing new BC works. Crash road barrier need to be planned and catered for on all dangerous curves. At long stretches of NH, it was noticed that no proper camber was maintained. Authority's Engineer to pay a special attention to it.

Authority's Engineer should increase frequency of their team visit on site.

Road shoulder found very low which was a cause of perpetual damage to the road edges. Road shoulders be raised on all affected portions. Cleaning of shoulders for vegetation and other obstruction be ensured all the time to prevent any likely hood of accident, Progress of BC works w.r.t balance work is slow. Contractor to arrange for required material and expedite the balance work.

Equipment and machinery required for the quantum of balance work need to be re assessed by both the Authority's Engineer and the General Manager. It apparently looks that equipment, vehicles and plant are not sufficient for the existing balance works.

Shortage of stone aggregates especially in North & Middle Andaman is taken as observations. However, the General Manager must interact more often to persuade the Deputy Commissioner, N & M Andaman to conclude their stone quarries lease/auction procedures.

m) A letter written by the Hon'ble Lieutenant Governor of the UT Andaman & Nicobar along with a number of photographs were verified on ground for their latest status of repair. The photographs were showing NH condition during Dec 2021 when the NH works for the working season has just commenced. The photographs were updated with their present status. Majority of them repaired or new black topping/BC works already carried out. However, certain stretches of Package-VIII were now open for soil stabilization and fresh NH works. The updated status was handed over to the visiting officer.

n) **Package-VIII and 94 nos. Culverts:** NH works from Kalra Junction to Lamiya Bay (Km 298+800 to Km 330+662). Excavation works for preparation of GSB need to marked as per laid MoRTH Specification/Instruction to prevent any traffic related accident. Night illumination tapes/boards be displayed where ever required as per the guidelines. Diversions need to be improved with more metal/aggregate on it. Profile corrections carried out need to be verified/approved by Authority's Engineer prior to progressing further.

Utility Shifting for 94 nos culverts works by the NH Package-VIII working contractor is required to be well coordinated to achieve desired rate of progress. Package-VIII Contractor who is assigned with utility shifting should realign their utility shifting work as completion date of 94 nos. culverts is by June 2022 end. Authority's Engineer to develop and co-ordinate a plan for the same.

o) Minutes of Meeting at NHIDCL, Regional Office, Port Blair:

Mr. Ramu Raju, Contractor Package-II, III, IV & Middle Strait Creek Bridge who attended the meeting. The following points discussed:

i) All bridge proposed for de-scoping in CoS of Package-III & IV need to be cleaned and photographed to ascertain its actual condition. No de-scoping is required as reason given and verified do not justify their de-scoping. However, missing chainage be forwarded under CoS duly with supporting documents and accordingly may be included in the CoS.

ii) Vintage of the bridges earmarked for widening be ascertained from APWD.

iii) New Construction of bridges in forest area in Package-III be progressed with a temporary diversion by liaisoning with forest department.

iv) NH-4 portion already completed under various packages need to be maintained for any damages occurrences. Some of the completed portion found in poor condition. These are required to be repaired immediately.

v) Stabilized portions of NH at few places found with tyre/truck mark depressions which raises a suspicious settlement of stabilized surface. It need to be verified and corrected on all such stretches under direct supervision of the Authority's Engineer.

vi) Need to mobilize more working teams to expedite the balance works.

vii) The contractor informed the stone aggregate shortage situation within the UT and requested for an intervention from NHIDCL, with the local administration/Chief Secretary/Deputy Commissioner's. Possibility of arrangements from main land also be explored by the Contractor. Executive Director informed that letter has already been written to Chief Secretary.

p) Meeting with Mr. Rashid Khan, Contractor M/s. HR Construction Pvt. Ltd:

i) Utility Shifting co-ordination and co-operation is required from M/s. Kaba Infratech Pvt. Ltd. Direction to this effect already passed on site visit to the Project Manager of Package-VIII and the Team Leader M/s. Eptisa Servicios De Ingenieria S.L.

ii) BSNL/OFC Shifting causing a considerable delay in execution of culverts works. It was informed that cable shifting by BSNL is required to be progressed/informed on daily basis. However, General Manager and Site Engineer to ensure that proper co-ordination is made with BSNL Authority in order to minimize the delays.

q) Presentation by Executive Director and points discussed at Regional Office, Port Blair:

i) Humphrey Bridge (Azad Hind Fauz Setu): The bridge has already been issued with PCOD. It need to be completed in all respect as the time period given by the local administration authorities is already over. It will become a very critical issue in case its completion is further prolonged. Contractor be issued with strict notice to complete it within a week time. Authority's Engineer to monitor its daily progress on BC and other balance works.

ii) Progress of Package-VIII and reconstruction of 94 culverts be shown as part of Km 298.00 to Km 330.662 NH works as A & B works.

iii) Utility shifting of MES works be jointly supervised by MES by making a joint monitoring team for the works.

iv) DPR pertaining to Chatham-Bambooflat bridge required to be seen for its initiation trail for ascertaining its financing/budgetary control.

v) Soil Stabilization slide/details need to be incorporated with more details on all three chemicals with achieved core strength of each.

vi) Slide on SAMI need to be described with its actual specification where soil stabilization intended to be done.

vii) Site Office for supervising two minor bridges in Jarwa Forest Reserve-I, two minor bridge (Shippyghat and Jodakalin) and one recently accepted work of minor bridge at Dhanikhadi need to be created on a temporary basis for a period of one year on its actual requirement on extendable basis. The same site office should also cater for the DPR works of Chatham-Bamboo bridge. Case has already been forwarded to HQ, NHIDCL.

viii) Replacement appointment of Senior Material Engineer (SME) be expedited, it was informed that it is already under progress. However, Infracon Credentials of the individual are under scrutiny and need a final approval of Infracon.

ix) A case of excess GST recoveries due to GST as Mobilization advance was brought to notice. The case was explained by the Executive Director (P). However, it was directed to forward the case to HQ NHIDCL for directions.


Col Hemant Bhardwaj (Retd)
Executive Director (P)

Copy to:

1. The Director (T), NHIDCL, HQ Delhi
2. M/s Eptisa Servicios De Ingenieria S.L
3. M/s Yongma Engineering Company Ltd

Minutes of Meetings held by Shri. Atul Kumar, Director (T/A&F), NHIDCL during his visit to Andaman & Nicobar Islands on 06th/07th December 2022

Shri Atul Kumar Director(T/A&F) visited Portblair on 6/7th December 2022 to review/inspect various ongoing works in A&N island. The inspections could not be held due to bad weather. Director(T/A&F) held meetings with potential road contractors of the island and the contractors of ongoing works. Director(T/A&F) also met Chief Secretary of the UT and apprised him about the efforts being made by NHIDCL for completion of ongoing works. The details of meetings are as below:

2) In order to understand and assess strength and readiness of potential local contractors available on island, Director (T/A&F) held meeting with them on 06th Dec 2022 at NHIDCL Regional Office of Portblair. Discussions have been made with following local contractors who chose to attend the meeting:

- i. Mr. Yash Prahladka, M/s Surendra Infrastructure Pvt. Ltd.,
- ii. Mr. Mayank Goel, M/s RDS Projects Pvt. Ltd.,
- iii. Mr. Prabhakaran, M/s Sree Infratech Pvt. Ltd.,
- iv. Mr. Senthil, M/s Mohan Mutha Exports Pvt. Ltd.,

Director (T) enquired from all the Contractors about the kind of works they are doing and the kind of Infrastructure/ equipment they possess to undertake the construction of highways in particular to North & Middle Andaman. All contractors in general highlighted the availability of Stone Aggregates with them through various sources of queries allocated to other departments/or from mainland. The Contractors are of the opinion that higher rates are required if the aggregates are to be brought from mainland say Chennai, Vizag or any other nearby country. Alternately, there should be assurance from the A&N Administration to NHIDCL for making the desired quantity of Stone Aggregates available from the queries on the Island. The contractors further informed that the A&N administration do not allocate queries to private parties and some government intermediatory is necessary. All these contractors informed that they will need 1 to 1.5 months time to mobilize machinery and Hot Mix/WMM Plants. Apart from the criticality of stone aggregates, the contractors expressed no other major hurdle in road/highway construction.

3) Director (T/A&F) along with the ED(P), RO- Port Blair Chief Secretary of the UT on 06th December 2022. Chief Secretary expressed displeasure over the poor condition and poor progress of the execution works being done by NHIDCL in Middle and North Andaman. Chief Secretary desired NHIDCL to take immediate steps to improve the conditions without any further delay. Director (T/A&F) informed the Chief Secretary about the local/technological/administrative/weather related difficulties in implementation of works and assured to take necessary steps for earliest maintenance and completion of works. Director(T/A&F) also apprised about the achievements of NHIDCL in successful completion of the works in South Andaman and Humphrey creek bridge.

4) Director(T/A&F) held meeting with NHIDCL officers, Authority Engineer staff and contractors of ongoing works on 07th Dec 2022 at Regional Office NHIDCL Portblair. Following were present during the meeting:

- i. Col. Praveen Huda, Retd, ED(P), NHIDCL, RO, Port Blair;
- ii. Col. Shriram Kelaneya, Retd, GM(P), NHIDCL, PMU, Mayabunder;
- iii. Mr. Koteswara Reddy, DGM (P), RO- Port Blair;
- iv. Mr. Pramod Kumar, Team Leader, M/s Yongma Engineering Co. Ltd. In association with Techniko Consultancy Services Pvt. Ltd;
- v. Mr. R. K. Choudhary, Team Leader, M/s Eptisa Servicios De Ingenieria S.L; and
- vi. Mr. V. Sita Rama Raju, President, M/s Mantena - Vasishta Contractions Pvt. Ltd, representing all the Projects of M/s Vasishta - Mantena JV (i.e., Package- 2, Package- 3, Package- 4 & Middle Strait Bridge).

At the outset, Director (T) reviewed the condition of the road on NH-4 in general and specifically about Package- 2, Package -3, Package- 4 & Package- 8. Following has been discussed and decided during the meeting:

4.1) Package- 2:

4.1.1) Authority's Engineer has informed that 16% of the work is balance. The following items are balance including the damages to CTB layer:

| | |
|---------------------|---|
| CTB Rectification | = 26,000 Sqm (4 KMs) |
| Bituminous Concrete | = 5 KMs (including the CTB rectification stretch) |
| Minor Bridges | = 2 Nos. |
| Hard Shoulder | = 39 KMs |
| Breast Wall | = 2625 Rmt |
| Retaining Wall | = 2258 Rmt. |

4.1.2) RoW of minimum 12m is available throughout the stretch, Contractor confirmed that there was no issue regarding availability of RoW.

4.1.3) In order to complete the balance work, the Contractor gave the following assurances/ time lines:

- a. CTB Rectification to be completed by end of December 2022.
- b. Bituminous Concrete to be completed by 10th of January 2023.
- c. 2 Minor Bridges, Retaining Wall & Breast Wall will be completed by Feb 2023 in all respects.

4.1.4) The Contractor has raised the issue of withheld amounts, Price Adjustment, GST etc. Director (T) asked the ED(P), AE & GM(P) to review all the legitimate withheld amounts and process/pay the deserving amounts immediately. ED(P) agreed for the same. GM(P) NHIDCL assured to facilitate all the required quantity of Stone Aggregates for this Package in consultation with DC, North & Middle Andaman.

4.1.5) Director (T/A&F) directed the Contractor to complete the BC by end of Dec 2022 where no rectification of CTB is needed and balance by 1st week of Jan 2023, which was agreed by contractor.

4.2) Package- 4:

4.2.1) Authority's Engineer has informed that 30% of the work is balance. The following items are balance including the damages to CTB layer:

| | |
|---------------------|---|
| CTB Rectification | = 45,375 Sqm (7 KMs) |
| Bituminous Concrete | = 24.55 KMs (including the CTB rectification stretch) |
| Hard Shoulder | = 29 KMs |
| RCC Drain | = 5700 Rmt. |
| PCC Drain | = 4500 Rmt. |
| Breast Wall | = 390 Rmt |
| Retaining Wall | = 527 Rmt. |

4.2.2) RoW of minimum 12m is available in the non-Forest stretch & RoW of 6.75m is available in Forest Stretch, Contractor agreed and confirmed the same.

4.2.3) Contractor brought out that there are certain hurdles of ROW in Urban areas, for which GM(P) has assured that the same if any, will be cleared with help of the District Administration.

4.2.4) In order to complete the balance work, the Contractor gave the following assurances/ time lines:

- a. The works of Retaining Wall & Breast Wall will be started by next week.
- b. Bituminous Concrete including CTB Rectification will be completed by March 2023. Director(T/A&F) opined that, to complete the above works by March 2023, 5 to 7 teams are to be deployed simultaneously in various sections for which the Contractor has proposed and committed to deploy 1st team for laying BC, 2nd team for CTB rectification, 3rd team for making the road motorable and other teams as appropriate for Retaining/ Breast Walls & Drains.
- c. Contractor has stated that, BC laying will be started by 12th Dec 2022 at Nimbudera Urban stretch, following the stretches which are good for laying BC without any rectification to CTB layer. GM(P) to assist the AE & Contractor to finalize such stretches.
- d. Director (T/A&F) directed the AE & Contractor to sit together and finalize the realistic Work Program based on the available resources, capacity of the Plant & Machinery.
- e. Director (T/A&F) has informed the Contractor that, if no visible progress is shown by 9th Jan 2023 i.e., end of the Cure Period Notice issued on 10th Nov 2022, the Contract will be terminated immediately and directed the ED(P) to make arrangements for simultaneously inviting the BIDs for balance works. For this purpose, Conventional Method of Design of Flexible Pavements should be adopted with realistic rates of materials as per availability in island or to be procured from mainland. The RFP shall specifically speak about the material availability on the island.

- f. Director (T/A&F) further instructed that priority is completion of BC works and the left-over Bridges shall be kept as next priority.

4.2.5) The Contractor has raised the issue of withheld amounts, Price Adjustment, GST etc. Director (T) asked the ED(P), AE & GM(P) to review all the legitimate withheld amounts and process/pay the deserving amounts immediately. ED(P) agreed for the same. GM(P) NHIDCL assured to facilitate all the required quantity of Stone Aggregates for this Package in consultation with DC, North & Middle Andaman.

4.3) Package- 3:

4.3.1) Authority's Engineer has informed that about 49% of the work is balance. The following items are balance in **non-Forest** stretches including the damages to CTB layer:

| | |
|---------------------|---|
| CTB Rectification | = 32,500 Sqm (6.50 KMs) |
| Bituminous Concrete | = 20.00 KMs (including the CTB rectification stretch) |
| Hard Shoulder | = 31 KMs |
| RCC Drain | = 28836 RMt. |
| PCC Drain | = 2654 RMt. |
| Breast Wall | = 525 RMt |
| Retaining Wall | = 1885 RMt. |

4.3.2) RoW of minimum 12m is available in the non-Forest stretch & RoW of 6.75 Mt. is available in Forest Stretch, Contractor agreed and confirmed the same.

4.3.3) In order to complete the balance work, the Contractor gave the following assurances/ time lines:

- a. Bituminous Concrete including CTB Rectification to be completed by March 2023.
- b. BC works including rectification of CTB in the Kadamtala stretch (from Km 130.600 to 138) and Rangat Stretch (Km. 155 to Km. 181) to be taken as first priority.
- c. Director (T/A&F) directed the AE & Contractor to sit together and finalize the realistic Work Program based on the available resources, capacity of the Plant & Machinery.
- d. Director (T/A&F) has informed the Contractor that, if no visible progress is shown by 9th Jan 2023 i.e., end of the Cure Period Notice issued on 10th Nov 2022, the Contract will be terminated immediately and directed the ED(P) to make arrangements for simultaneously inviting the BIDs for balance works. For this purpose, Conventional Method of Design of Flexible Pavements should be adopted with realistic rates of materials as per availability in island or to be procured from mainland. The RFP shall specifically speak about the material availability on the island.

4.3.4) The Contractor has raised the issue of withheld amounts, Price Adjustment, GST etc. Director (T) asked the ED(P), AE & GM(P) to review all the legitimate withheld amounts and process/pay the deserving amounts immediately. ED(P) agreed for the

same. GM(P) NHIDCL assured to facilitate all the required quantity of Stone Aggregates for this Package in consultation with DC, North & Middle Andaman.

4.4) Package- 8:

4.4.1) Authority's Engineer has informed that the Physical progress of the Project is only around 11% over which the Director (T/A&F) has commented that the project is delayed and not progressing well.

4.4.2) Director (T) stated that the state administration of A&N Islands has specifically mentioned the stretch from Karala (Km. 298) to Diglipur (Km. 308) as being in very bad condition. The Utility shifting is still in progress even after completion of 18 months after award of the Project.

4.4.3) Authority's Engineer has informed that the Contractor has mobilized all the resources, Plant & Machinery and the progress is now picking up. Director (T/A&F) directed to submit the mobilization details of M/s Kaba Infratech Pvt. Ltd. and contractor's program to complete the work.

5) All concerned are required to submit action taken report in 7 days.

xxxx

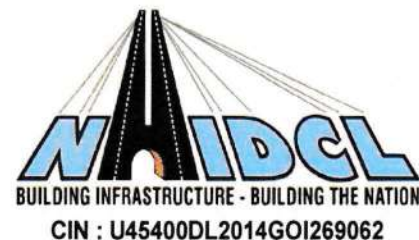
REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O),

Port Blair - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/244

Dated: 09.05.2023

To

The Executive Director(T)-IV
HQ, NHIDCL, 3rd Floor, PTI Building,
4-Parliament Street, New Delhi-110001.

SUB: GROUND REPORT, RECOMMENDATION IN REGARD WITH THE TERMINATION NOTICE FOR "CONSTRUCTION OF MAJOR BRIDGE OVER MIDDLE STRAIT CREEK (BETWEEN KM 106.590 TO KM 107.762) OF NH-223 (NEW NH-4) IN THE UNION TERRITORY OF ANDAMAN & NICOBAR ISLANDS": REG.

1. Ref:

- (i) Minute of 1st, 2nd and 3rd Conciliation meeting for subject project dated on 23.11.2020, 16.02.2021 and 08.09.2021.
- (ii) Cure notice of Middle Strait Creek Bridge vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/575 dated on 10.11.2022.
- (iii) Final MoM for the Meeting chaired by Dir(T), HQ, NHIDCL, held at RO-Port Blair on 6TH & 7TH Dec 2022.
- (iv) Meeting (through VC) Minutes for the Review Meeting chaired by MD, HQ, NHIDCL, on 6TH Jan 2023, communicated by HQ, NHIDCL vide letter no. NHIDCL/A&N/NH-4/ATR-General/2021/e-200519, dated 10.01.2023
- (v) RO-Port Blair's Recommendation to Terminate the EPCC under clause 21.1.2 of CA, vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/ 2020/22, dated 09.01.2023
- (vi) EPCC's Response to the Cure notices of Middle Strait Creek Bridge vide letter no. MVB JV/MB-MS/ 2022/ 23, dated 09.01.2023.
- (vii) RO-Port Blair's Comment on the reply of defaulting EPCC's to Cure Notice, vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/33, dated 12.01.2023
- (viii) Intention to Termination Notice of Middle Strait Creek Bridge, by issued from HQ, NHIDCL vide letter no. NHIDCL/NH-223/ Middle Strait Bridge/SCN/2016, dated 20.01.2023
- (ix) EPCC's Response to the Intention to Termination of Middle Strait Creek Bridge, to HQ, NHIDCL vide letter no. MVB JV/MB-MS/2022/24, dated 02.02.2023.
- (x) AE's clarification & ground report for Middle Strait Creek Bridge, vide letter no. YM-LMA/ AE /A&N/2023 /362 (T.1), dated 10.02.2023
- (xi) PMU's clarification & ground report for Middle Strait Creek Bridge, vide letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/184A, dated 10.02.2023
- (xii) Special Officer's 1ST Report submitted to Hon'ble High Court for Inspection dated 17.12.2022
- (xiii) Special Officer's 2ND Report submitted to Hon'ble High Court for Inspection dated 03.02.2023 & 04.02.2023
- (xiv) PMU's Notice to EPCC on Slow Progress in Middle Strait Creek Bridge, vide letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/367, dated 24.03.2023

- (xv) RO-Port Blair's for non-achievement of committed targets of committed by EPCC during cure period, and persistent slow progress & un-cured defaults of EPCC, vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/176, 27.03.2023
- (xvi) RO-Port Blair's Notice to EPCC for imposing damages in pursuant with the provisions of clause 10.3 & 10.6 of Article-10 of CA, vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/187, dated 06.04.2023
- (xvii) RO-Port Blair's Intimation to EPCC for imposing damages in pursuant with the provisions of clause 10.3 & 10.6 of Article-10 of CA, vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/187, dated 06.04.2023
- (xviii) NHIDCL/NH-223/MiddleStraitBridge/SCN/2026(e-198053), dated 08.05.2023.

2. In view of the aforementioned subject, letter cited under references and HQ, NHIDCL's letter dated 08.05.2023, following is submitted to the Competent Authority:

- (i) Since the commencement of subject project, inadequate deployment of resources, persistently slow progress, sub-standard works and abandoning of project site without proper maintenance has been regular phenomenon. Various notices have been served to the EPC Contractor prior to May 2023, in response to which either delusional replies or empty assurances have been given by the EPCC from time to time. Documents cited under reference from (i) to (xvii) may kindly be referred.
- (ii) Inspite of ample opportunities, including release of advances to improve cash flow, to expedite the work and to correct the defaults committed by the EPC Contractor, no new development/ measures have been adopted or augmentation of resources or efforts have been observed on ground, either by Authority's Engineer or Authority. As on date the Physical & Financial Progress of the subject project is merely 41.55% & 41.42% respectively. It is worth mentioning that in the last six months, the physical progress of the Project is meagre i.e., 2.71% only
- (iii) Prima facie the present situation stands as it was at the time of issue of notice for intention to terminate vide letter dated 20.01.2023 and no cure, whatsoever, has been done by the defaulting Contractor. Details of Progress (Col.-7) w.r.t Commitment made by the EPC Contractor (Col.-4) are as follows:

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 | Progress as on 06-12-2022 | Progress as on 08-05-2023 | Achievement | Achievement w.r.t commitment target (%) |
|---------|---------------------|-------------|---|---------------------------|---------------------------|-------------------------------|---|
| | | | [For the period from 06 Dec'22 to Apr'23] | | | [From 06 Dec'22 to 10 Apr'23] | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7)= (6 - 5) | (8)= (7 / 4) x 100 |
| 1 | Piles | 126 | 21 | 74 | 74 | 0 | 0% |
| 2 | Pile Caps | 17 | 3 | 10 | 11 | 1 | 33.33% |
| 3 | Piers | 17 | 4 | 8 | 8 | 0 | 0% |
| 4 | Pier Caps | 17 | 11 | 0 | 0 | 0 | 0% |
| 5 | Segment Casting | 336 | 108 | 39 | 47 | 5 | 4.63% |
| 6 | Segment Launching | 16 | 1 | 0 | 0 | 0 | 0% |
| 6 | Inspection Bungalow | 1 | 50% | 50% | 50% | 0 | 0% |

- (iv) Response of the EPC Contractor with regard to the Intention to Termination Notice was received by this office, vide letter dated 02.02.2023. On receipt of

the letter of EPCC, the inputs/ latest status was sought from the PMU & AE. PMU & AE vide letters dated 10.02.2023, had submitted the ground report & clarification in response to EPCC's representation against termination notice w.r.t Authority's 15 days Intention of Termination Notice dated 20.01.2023. Therein, it has been brought out that apparently neither any efforts to expedite the work is underway nor any rectifying measures had been adopted by the EPCC to correct its defaults or to execute the project, and therefore, it had been recommended to proceed with Termination of Contract as per provisions of Contract. Further, the details of resources deployed as observed on site during the field visit of Executive Director(T)-IV, HQ, NHIDCL dated 31.01.2023 had been reflected by the PMU vide letter dated 10.02.2023.

- (v) In Subsequence to above, PMU vide letter dated 24.03.2023 had yet again Notified to EPCC that since December 2022, almost no work had been in progress, and it was directed therein to expedite the work and deploy additional machinery, manpower, and also make necessary arrangements for the timely procurement of construction materials to complete the work/assured targets.
- (vi) This RO vide letter dated 27.03.2023, has sought clarification & reasons from EPCC for inadequate deployment of resources, non-achievement of targets as per the assurances of EPCC in the meeting of 6th Dec 2022, persistent slow progress and un-cured defaults of EPCC for the subject project.
- (vii) It is pertinent to mention that the same observations of slow progress and uncured defaults were also reflected in the reports of Judicial Reviewing Special Officers, Appointed by Hon'ble Calcutta High Court (Port Blair Bench) ; reports cited under reference (xii) & (xiii) may be referred.
- (viii) It is further informed that, as on date, there is no bridge construction related activity taking place, and the site is found almost abandoned. Hence, it is recommended that the Competent Authority may proceed with Termination of Contract for subject project.

3. In view of above, this office recommends the following:

- (i) Enough time has been given to EPCC, but the work has not been expedited and therefore, as a last resort with the approval of Competent Authority the Contract for subject work may be terminated as per Article-23 of Contract Agreement.
- (ii) Details of Advances yet to be recovered are attached in Annexure-A herewith.
- (iii) Details of Performance Security are attached in Annexure-B.
- (iv) Damages and material adverse effect for completion of balance work for subject project may be recovered from EPCC as per the provisions of Contract Agreement.



- (v) Actions in lieu with the termination may be initiated by the Competent Authority for suspension of right of EPCC over the Deployed Materials, Machineries, or any other resources.

ENCL: As Above.


Col Praveen Hooda, SM (Retd)
Executive Director (P)

Copy to:

- (i) PS to MD, NHIDCL - For kind information of MD please
- (ii) PS to Director(T), NHIDCL - For information of Director (Technical) please.
- (iii) DGM(T), HQ NHIDCL - For information please
- (iv) GM(P), PMU, Mayabunder - For information
- (v) Authority Engineer - For information

MANTENA VASISHTA BRIDGE JV

(A Joint Venture of Mantena Constructions Pvt Ltd, and Vasishta Constructions Pvt Ltd)

Our ref: MVB JV/MB-MS C/2022/24

Dated:02.02.2023

To

The Executive Director-IV (Tech)

3rd Floor, PTI Building,

4-Parliament Street,

New Delhi – 110001

Project : Construction of Major Bridge over Middle Strait Creek between **Km 106.590 to Km 107.762 of NH-223 (New No. NH-4)** connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on Engineering, Procurement & Construction (EPC) Mode". **-Reply to Notice for Intention of Termination of Contract under Clause: 23.1 of Contract Agreement. – Reg.**

Ref:

1. NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/575 dated. 10.11.2022
2. MVB JV/MB-MS C/2022/23 Dated: 09.01.2023
3. NHIDCL/NH-223/MiddleStraitBridge/SCN/2016 dated. 20.01.2023

Dear Sir,

We acknowledge the receipt of your letter NHIDCL/NH-223/MiddleStraitBridge/SCN/ 2016 dated. 20.01.2023 wherein Notice for intention of Termination is served upon us under clause 23.1 of the Contract Agreement, in this regard please find the reply:

The Authority have issued cure notice vide NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/575 dated. 10.11.2022 and the Contractor has replied to all the contentions made in the Authorities cure notice vide MVB JV/MB-MS C/2022/23 Dated: 09.01.2023. However, to the Contractors dismay the Authority have issued notice for Intention to Termination of Contract under Clause: 23.1 of the Contract Agreement. In this regard the Contractor once again appraise the Authority that, the Contractor has elucidated all the factual reasons for the delay in completion of the project for the reasons beyond the control and not attributable to the Contractor and requested the Authority not to initiate any punitive actions against the Contractor.

However, the authority has issued notice for Intention to Terminate of Contract under Clause: 23.1 of the Contract Agreement. In this regard the Contractor has made all efforts and would like once again to bring to the notice of the authority the factual reasons for the delay in completion of the project which are beyond the control of the Contractor and request the Authority not to initiate any punitive actions against the Contractor.

1. Huge difference in the levels of bridge approaches are noticed in the actual survey vs proposed levels in P&P after removal of trees to the extent of 22 Meters in approach towards A1 and 18 Meters in approach towards A2 which has resulted in our designer coming with multiple solutions like extending the bridge with COS (which is turned down), Retaining Wall (not being feasible due to limited ROW) and RE Wall in the

Address:- Mantena House 2-56-33/12A, Opp: M.V.V. Courtyard, Khanamet, Hyderabad-500081

Phone No:- 040-23125333, Fax:-040-2315444.

MANTENA VASISHTA BRIDGE JV

(A Joint Venture of Mantena Constructions Pvt Ltd, and Vasishta Constructions Pvt Ltd)

bridge approaches. We have engaged Macaferri, an expert in RE walls and the conceptual design is accepted in principle by AE and detailed design for the same is expected to be submitted within a weeks time.

2. Mobilising the 600 MT Pontoon, Tug for sea piling and 120 MT Gantries and setting in place at site has took lot of time with many permissions required from Mumbai and Port Blair owing to the special nature of the equipment and movement of the equipment to Baratang Island.
3. Encountered serious difficulty in sea piling where the rate of progress has come down drastically at water depths of over 22 M leading us to scout for different alternatives and finally changes were made to the Pontoon and the Winches after which we could proceed with the piling.
4. With approaches being very steep, the access to site during monsoon is completely cutoff leading to further delay.
5. Cash flow is severely affected due to unforeseen situations delaying the project while the maintaining the huge equipment at site turned out to be too expensive.

The Contractor is mobilizing more manpower and assures that Casting of Segments, Sea Piling and RE Wall works will be going in full capacity by end of February-2023 and request the Authority not to initiate any punitive actions against the Contractor and assures the Authority that all efforts will be made to complete the project by 31st March 2024.

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

Yours Truly,

For Mantena Vasishta Bridge JV.



Ramesh Sampurty Kulkarni
(Senior Project Manager)



Copy to:

1. The Managing Director, NHIDCL, HQ.
2. The Director (T), NHIDCL, HQ.
3. The Executive Director (Projects), Port Blair, A&N Islands.
4. The General Manager (P), PMU, Mayabunder.
5. Authority Engineer, Yongma Engineering Co. Ltd.

MANTENA VASISHTA BRIDGE JV

(A Joint Venture of Mantena Constructions Pvt Ltd, and Vasishta Constructions Pvt Ltd)
Our ref: MVBJV/MB-MS/2022/23
January-2023

Dated:09th-

To
The General Manager (P),
NHIDCL
PMU, Mayabundar
A&N Islands.

Project : Construction of Major Bridge over Middle Strait Creek between **Km 106.590 to Km 107.762 of NH-223 (New No. NH-4)** connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on Engineering, Procurement & Construction (EPC) Mode". **Reply to Cure Notice under Clause – 23.1.1 of CA. -Reg**

Ref: 1. NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/575 dated. 10.11.2022

Dear Sir,

We acknowledge the receipt of your letter NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/575 dated. 10.11.2022, wherein cure notice is served upon us in this regard please find below our detailed reply.

We have achieved Mile Stone-1 and Mile Stone- 2 in spite of the challenges of Covid-19, delay in handing over project stretch on A1 side, availability of limited resources due allocation of single quarry for 4 projects and restricted availability of vessel and flight services from main land to the Andaman & Nicobar Islands due to the imposition of restrictions have severally impacted the project, mobilizing the Material & Manpower. In spite of the above issues we could achieve 41.5% of the Contract Value as on date.

Apart from the Covid-19 impact on the project, it is a well known fact that there is acute shortage of aggregate in the Andaman Islands due to the continuous ban of the quarries and the quarry allotted in Port Blair has to serve for four projects which have become very difficult in meeting the requirements for the project. Also, the allocation of Panchavati Block-C, Harinagar Block-E and Madhupur Block-F quarries by the Andaman administration was only done on 10.03.2022 vide NHIDCL letter NHIDCL/B.O/A&N/Stone Aggregate/N96/2019/2279 dated. 10.03.2022. Once the allocation of the quarries is done for the project we have mobilized the required machinery for the clearing the debris material and started extracting the boulders. However, the monsoon season have ended only on 12th of December 2022 we could extract only minimum material from the quarries.

MANTENA VASISHTA BRIDGE JV

(A Joint Venture of Mantena Constructions Pvt Ltd, and Vasishta Constructions Pvt Ltd)
With respect to the reference to the clause 3.1.1: Obligations of the Contractor is to clear that during the evaluation of the project cost Pre tender, the sourcing of the aggregate is considered from the quarries within Andaman and due to the ban of quarries in Andaman has impacted the project hugely.

Further, in course of the marine piling we have encountering weathered rock at a depth of 25 mtr which is consuming considerable time than the usual. Also, due to the settlement in Barge Deck we have deployed the experienced agencies for strengthening the Barge, only after which we could restart the piling work. We have deployed the required man power and Machinery required to enhance the progress of the work.

With such a huge impact on the project due to Covid-19 pandemic, forest clearances, non availability of the stone quarries and heavy monsoonal rains we have applied for Extension of time for the project considering all the instances and issues that affected the project progress which is under the review of the Authority Engineer.

In view of the above facts and circumstances the Contractor is not in default of its obligation under Article -23 the Contract Agreement and we request the Authority not to initiate any adverse actions on the Contractor.

Thanking you and assuring our best services at all times.

Yours Truly,

For Mantena Vasishta Bridge JV.



Ramesh Sampurty Kulkarni
(Senior Project Manager)



MANTENA VASISHTA BRIDGE JV

(A Joint Venture Between **M/s. Mantena Construction & Vasishta Construction Pvt. Ltd.**)

Our ref: MVB JV/MB-MSD/305,

Date:-26.04.2022

To

Deputy General Manager (P),
PMU-NHIDCL, RO- Port Blair,
N & M Andaman District.

Project : Construction of Major Bridge over Middle Strait Creek between **Km 106.590 to Km 107.762 of NH-223 (New No. NH-4)** connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on Engineering, Procurement & Construction (EPC) Mode".

Subject: - Reply to the Show cause notice & Notice for non-performance.

Ref:

1. Letter No. YM-LMA/AE/A&N/2022/2248 dated 09-03-2022.
2. Letter No. YM-LMA/AE/A&N/2022/2280 dated 29-03-2022.
3. NHIDCL/BO/A&N/Middle Strait/N7/2018/2420 date. 02.04.2022.
4. NHIDCL/A&N/Middle Strait (106.590 to 107.762)/N27/2020/29 date. 11.04.2022.

Dear Sir,

We acknowledge the receipt of the above referred letters, wherein Show cause notice for slow progress and non-Achievement of Milestone & Notice for non-performance in this regard please find below our detailed reply.

Here by vide letter NHIDCL/B.O/A&N/P-1,2,3/N8/2018/1769 dated 01.04.2019 request to stop the excavation work in ATR (NH-223/NH-4) till poll Completion of General Election, 2019 scheduled to be held on 11.04.2019 throughout Andaman & Nicobar Islands.

We vide our letter Mantena Vasishta Bridge JV/DSS/02/2019-20 dated 23.06.2019 informed about the delay in movement of Gantry Crane 200MT from Haddo Port for few days due to unavailability of appropriate vessel (with lower draft) to ship it to our site.

We vide our letter Mantena Vasishta Bridge JV/2020/31 dated 01.04.2020 informed about the outbreak of CoVID-19 Pandemic, accordingly relief measures were provided as per NHAI policy guidelines NHAI Policy No. 18.57/2020 dated 15-10-2020 and file No. CoVID-19/Road Map/JS(H)/2020 dated 06-10-2020.

MANTENA VASISHTA BRIDGE JV

(A Joint Venture Between M/s. Mantena Construction & Vasishta Construction Pvt. Ltd.)

We vide our letter MVB JV/MB-MS/38 dated 11.05.2020 informed about the shortage of diesel supply due to prevailing issue of Covid-19/ lockdown/ restrictions imposed by the Central Government at several stages. Here was effect on functioning of plant and machinery and thereupon execution of project works.

It is known fact that, due to lockdown and restrictions imposed by the Andaman administration and central government on various activities viz. movement of Labour, goods & materials, vehicles etc., time to time through various Orders/Circulars, due to which, our planned Works hampered severely. Same was notified to your good office from time to time.

We have achieved Mile Stone-1 and Mile Stone- 2 in spite of the challenges of Covid-19. We have completed 38.2% of the Contract Value as on date. We want to bring to your kind notice that the flights and vessel services from main land to the Andaman & Nicobar Islands were not available for Two Months because of which all our programmes to bring the Material & Manpower to the site disturbed severely.

We would like to bring to your kind notice that the oxygen requirement drastically increased for the hospitals due to the CoVID-19 pandemic and the use of oxygen for industrial purpose was banned by the Andaman Administration vide Order F. No. 2-93/AP2020-21 to 2022-23/PL IND/2019-20/111 from 20-Apr-2021 as per the guidelines of Central Government. All our fabrication works were drastically impacted due to the shortage of oxygen.

The labours that are mobilized to the site had to be quarantined in the Port Blair till the RT-PCR report is received. Due to this we have lost so many man days which has drastically impacted the works from last two years or so.

We would like to bring to your kind notice that the flight schedule is only 3 days in the week from January-2022 to till now due to which flight tickets were not available and unable to mobilize labour, manpower and urgent necessary materials. We have 35 nos. labour present at the casting yard to cast the segment and another batch of 20 nos. labour is reaching the site on 3.04.2022.

We have planned to place the second pontoon to expedite work but due to cyclone conditions and third wave of Corona Virus it was delayed and taken major impact on our Marine piling work. For material & manpower shipping also it was major impact for transportation up to project site and Unseasonal Rain is held at Site continuously affected progress of work. Hence, we request your good self to consider the difficulties faced by us mainly due to the COVID-19 pandemic.

MANTENA VASISHTA BRIDGE JV

(A Joint Venture Between M/s. Mantena Construction & Vasishta Construction Pvt. Ltd.)

Apart from the above constraints we were allocated with Brukshabad Quarry (Block: A-5) by the Andaman administration on 10.03.2022 vide NHIDCL letter NHIDCL/B.O/A&N/Stone Aggregate/N96/2019/2279 dated. 10.03.2022 with a huge delay of 14 months. However even after the allocation of the stone quarries we could only commence extraction of the boulders from 1st week April.

We are optimistic now as the third wave of Corona Virus is almost ending now and we are planning to mobilize the manpower and the machinery tools required for the marine piling. We assure that the progress will be streamlined very soon and we are committed to complete this prestigious project as early as possible.

We are now reworking our work program in order to address the major issues as follows:

1. On discussions with the Marine Piling Contractor it is agreed to mount the crane on the pontoon and resume sea piling. From the next pile group we shall be mounting the third winch as well on the pontoon to speed up the piling work.
2. We shall ensure that 250 MT of steel will be delivered to site every month from May-2022 to expedite the marine piling and casting of the segments.

We will soon submit an actual work program to you the manpower, machinery, materials reach at the site.

In view of the above facts, we humbly request not to place the Contractor in the Non-Performance list.

Thanking you and assuring our best services at all times.

Yours Truly,

For Mantena Vasishta Bridge JV.



Sat Pal Singh
(Authorised Signatory)



Copy to: -

1. General Manager (P), NHIDCL.
2. The Team Leader-Yongma.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110 001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2335 1282, www.nhidcl.com



सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

Original Copy

NHIDCL/NH-223/Middle Strait Bridge/2016 /195

Dated: 18.12.2017

To

M/s Mantena Vasishta Bridge (JV)

Plot no. 23, Rao & Raju Colony,

Road no. 2, Banjara hills,

Hyderabad-500034

Email: subbaraju.msk@gmail.com

Subject: "Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 (New No.- NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on EPC Basis" -Letter of Award (LOA)- reg.

Ref: Your bid submitted on 20.06.2017 for the above work.

Sir,

Kindly refer to your bid dated 20.06.2017 for the above work. NHIDCL has accepted your bid for the quoted amount of Rs. 170,40,00,000/- (Rupees One Hundred Seventy Crore Forty Lakh Only) as included in proforma for quoting the rates (i.e. Electronic Bid) for the subject work and declares your firm as the selected bidder in accordance with the Clause 3.3.1 of the RFP. Please note that the amount of Bid Price payable to your firm by Authority shall be in accordance with the provisions of RFP Documents. The Construction Period is 3 years (36 months) from the "Appointed Date".

2. In accordance with the Clause 3.3.4 of the RFP document, it is requested to return the signed copy of the duplicate LOA, as acknowledgement within 7 (Seven) days of receipt of LOA. Thereafter, you are required to execute the Contract Agreement within 15 (Fifteen) days from the date of issue of LOA as per Clause 1.3 of RFP Volume-I. It is also requested to deliver a legal opinion from your legal counsel with respect to your authority to enter into Contract Agreement and the enforceability of the provision thereof, within 10 (Ten) days of issue of this LOA.

3. In this regard, you are requested to provide Performance Security for an amount equal to 5% (five percent) of the bid price i.e. Rs. 8.52 Crore. Further, it



Page 1 of 2

FOR MANTENA VASISHTA BRIDGE JV

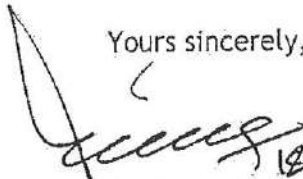
Authorised Signatory

has been observed that the bid price quoted by you is lower than 10% with respect to the Estimated Project Cost, hence, you are required to submit Additional Performance Security of Rs. 2.973 Crore as per Clause 2.20.6 (i) of RFP which states that "If the bid price offered by the Contractor is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (a) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (b) the Bid Price offered by the selected Bidder", accordingly, You have to provide Performance Securities for the total amount of Rs. 11,49,30,000 /- (Rupees Eleven Crore Forty Nine Lakh Thirty Thousand Only) (Rs. 8.52+2.973 Crore).

4. You are requested to accord your acceptance to include aforesaid provisions as part of Contract Agreement, as this would be condition for accepting the LOA.

5. You are requested to comply with the above and all the terms and conditions set forth in RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Documents.

Yours sincerely,



(Sandeep Gupta)
General Manager (Tech)

Encl: Duplicate Copy of LoA



Page 2 of 2

For MANTENA VASISHTA BRIDGE JV


Authorised Signatory

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

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



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/MoM/Andaman & Nicobar Islands/ 1642

Date: 16.06.2022

OFFICE MEMORANDUM

Sub: Inspection/Tour Notes and Minutes of Meeting of Managing Director, NHIDCL during visit to Andaman & Nicobar Islands from 09th to 11th June, 2022 - reg.

Kindly find enclosed herewith Minutes of meeting of Managing Director, NHIDCL during his visit to Andaman & Nicobar Islands from 09th to 11th June, 2022 for kind information and further needful action please.

Encl: As stated above.

(K. C. Bhatt)

Dy. General Manager (T)

Copy to:

- (i) PS to MD, NHIDCL - for information please.
- (ii) PS to Director (T)/A&F, NHIDCL - for information please.
- (iii) ED (T), NHIDCL - for information please.
- (iv) ED (P), RO - Port Blair, A & N Islands, Email Id: edp.portblair@nhidcl.com - for information & needful action please.

**Inspection/ Tour Notes and Minutes of Meeting of
Managing Director, NHIDCL; Visit to Andaman & Nicobar Islands
from 09th to 11th June 2022**

Managing Director, NHIDCL visited the A&N Islands. As a part of the three-day tour from 9th to 11th June 2022, to review ongoing NHIDCL Projects including certain high valued projects of the Administration of UT of A&N Islands.

2. The review of projects commenced with a central meeting cum presentation which was attended by the Contractors of working projects, Authority Engineers (AE), Officers of NHIDCL, as per list enclosed as Annexure. The meeting was chaired by MD, NHIDCL and headed locally by ED(P), NHIDCL RO Port Blair. Opening of the meeting was done by introduction with the participants.

3. MD, NHIDCL in his welcome speech stated that since NHIDCL being the largest infrastructure company, expectations of the UT Administration and public are very high. Therefore, the Contractors and NHIDCL officials present in UT have to perform exceptionally good to keep up to the expectations of all. However, complaints on non-maintained bad condition of NH have come to the notice and the Authority expressed his displeasure on failure of maintenance of the highway by the contractors.

4. ED (P) gave presentation for the on-going EPC and M&R works. He expressed that the progress is not up to the mark due to the resources viz. machinery, material and manpower deployed by the working contractors is on lesser side which need to be seen and also adequate reserves to cater for unforeseen breakdown since these are directly dependent on main land. The review was made package wise as follows:

(I) Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on EPC Basis **(M/s Mantena Vasishta Bridge JV)**:

| Observation | Action Required |
|--|---|
| It was pointed out that progress achieved since Oct 2021 till date is only about 4% in spite of the clear working season. | 1. Contractor to prepare work program mapping all the critical activities and available resources to complete |
| It was informed that arrangement of aggregates is responsibility of Contractor. He should make an advance planning and arrange for the material e.g., steel/cement and aggregates, etc. to progress works as per work program. | |

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| During the site visit, it was observed that the Contractor is yet to finalize the design for the abutment towards AB1 and the piling work from P2 to P5 is yet to be completed which is the critical activity. The contractor has not mobilised the launcher and has less space for stacking of the pre-cast members which may delay the progress of the work. | the project by March, 2023. |
| Non-performance notice issued to the Contractor on account of poor progress shall be withdrawn subject to completion of the Bridge, by March 2023. | <ol style="list-style-type: none"> 2. RO for compliance and to monitor the project diligently. EPCC to check compliances of PMU/TL letters. 3. AE to work out the earliest completion date based on the resources deployed by the contractor work. 4. EPCC agreed to consult IIT or any other prominent institute for assistance in sea piling. 5. PMU to inform in writing that letters marked to TL are going to AE HQ. Further necessary action to be taken. |

(II) Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis Pkg-II)-(M/s Vasishta Mantena NH JV):

| Observation | Action Required |
|--|--|
| It was informed that soil stabilization and BC works done during previous year have started showing signs of distress/ damages by forming small pot holes and liner cracks to the existing BC surface which need to be attended on emergent basis. | 1. Contractor to carry out the maintenance as per the contractual obligations, failure to which the work shall be done on risk & cost of the contractor. |
| The package-II is at 83.04% progress. The balance work of 3.5 km of BC works and 3- minor bridges to be completed by October, 2022. | 2. RO / AE for compliance and to monitor the project diligently |

(III) Rehabilitation and up-gradation of Section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to

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Kadamtala) & km 155.00 to Km 181.0 (End of Jarwa to Rangat) of NH-4 (Total Length 54.71 Km) to 2-Lane with hard shoulder in the Union territory of Andaman Et Nicobar Islands (Pkg-III). -(M/s Mantena Vasishta Strait JV):

(IV) **Rehabilitation and Up-gradation of section from Km 206.000 to 239.423 (Total Length: 33.405 Km) of NH-4 (Old NH-223) to 2- Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Pkg-IV).-(M/s Vasishta Constructions Pvt.Ltd):**

| Observation | Action Required |
|---|---|
| It was noted that since NHIDCL has been allotted four quarries and all of them have been allotted to NH works, there should not be shortage of aggregates to progress the over delayed BC works. | 1. Contractor to carry out the maintenance as per the contractual obligations, failure to which the work shall be done on risk & cost of the contractor. |
| ED(P) informed the status of forest clearance for certain stretches where it was becoming critical on achievement of progress. In-principle (Stage-I) clearance already obtained, now submitted for approval and payment of Net Present Value (NPV) and Compensatory Afforestation (CA) including certain penalty on violation to HQ, NHIDCL. | 2. Contractor to take up the minor bridges work of Pkgs-III & IV immediately and to increase its resources to complete the project in the given timeline. |
| It was directed that all statutory obligations are to be met and applicable NPV & CA as directed by the Forest Department need to be accepted and accordingly remittance of the same shall be made immediately. But the penalty imposed on account of certified RoW handed over by APWD to NHIDCL need to be challenged and to be taken up with MoEF&CC, a case is to be initiated by RO, Port Blair through HQ, NHIDCL for its waiver. | 3. EPC Contractors to make public redressal system functional and effective. |
| Issue regarding widening of 6 minor bridges for package-III , the contractor informed that no design/ drawing details are available and contractor's designers are apprehensive of it being safe and fit for widening. | 4. EPC Contractors must ensure that instructions given by AE/PMU are complied with. |
| It was directed to carry out necessary test to confirm the suitability of the structure in order to proceed further. However, it was made clear that the bridge to be made for 2 lane. Further, it was directed that if widening is not possible, a new bridge adjacent to existing bridge be constructed as the bridges are located in sensitive area. AE to examine and process the case accordingly. In the meantime approvals for approaches can be obtained from the Forest/Govt. accordingly. | 5. RO / AE for compliance and to monitor the project diligently and to get the requisite forest clearances from the UT Administration for construction/ diversion to progress the work. |
| It was informed that embankment protection works stopped at a number of stretches by Forest Department is also a reason for delay and brought out that the non-provision of embankment protection is endangering the already completed BC works due to sliding of slopes. | |
| It was directed to progress forest clearances at the earliest but at the same time, works shall be progressed on the existing RoW which has no | |

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| Observation | Action Required |
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| objection from Forest Department. | |
| It was informed that the grievance cell established is reported to be non-functional due to casual approach and ignorance of the Project Manager. The contractor has ignored the repeated directions to carry out the maintenance work and as a result a lot of road repair complaints are being received. The feedback of UT Administration about the unsatisfactory complaint redressal mechanism has been received. | |
| The contractors were asked to carry out regular maintenance, especially during monsoons and keep the stretch pot hole free and in traffic worthy condition. | |
| It was informed that the Project Manager is not available in the project package-III since last three months. The package-III progress is 51.02%, the likely date of completion has been proposed 31.12.2022. | |
| It was directed that deployment of required staff is a mandatory inescapable requirement and Contractor must depute (M/s Mantena Vasishtha Strait JV) without any further delay. The contractor was asked to complete the project within the given timelines by increasing its resources beyond which it shall be liable for delay damages as per the Contract provisions. | |

(V) Rehabilitation of section from Km 298.00 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Total Length 32.662 km) on EPC Mode (Package- VIII) (Re-tender).-(M/S Kaba Infratech Pvt.Ltd):

| Observation | Action Required |
|--|--|
| It was informed the progress achieved by the Contractor is extremely less at 9.15%, even after eleven months from appointed date. Contractor, till date has not mobilized the required resources. Utility shifting pace is also found to be very slow and far behind the work programme. Utility shifting is directly affecting the work of 'Construction of 94 culverts' being done by another Contractor in this stretch. | 1. Contractor to carry out the maintenance as per the contractual obligations, failure to which the work shall be done on risk & cost of the contractor. |
| It was informed that the contractor has failed to maintain the project highway in traffic worthy condition. The stretch from Kalara Junction at Km 298 to 301 is adversely affected due to unplanned profile correction and non-completion of the required soil stabilization immediately due to non-availability of compactors and required machinery. The delay in stabilization has made the stretch almost non-motorable at times forcing to | 2. Contractor to increase its resources to complete the project by 30.06.2023. 3. RO / AE for compliance and to monitor the project diligently |

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| Observation | Action Required |
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| <p>impose one way traffic.</p> <p>Contractor has no satisfactory answer for the initial delay occurred. However, he assured and informed that most of the required resources have been mobilized now. AE informed that the Contractor is yet to deploy required RMC plant. Contractor replied that, he tied up with local agencies for RMC & HMP and adequate quantity of bitumen has already reached and balance will also reach within two days. It was directed to submit details of the same to the AE for verification.</p> <p>ED (P) was directed to issue show cause notice to EPC Contractor for declaring it non performer. Contractor was also cautioned to immediately mobilize the required resources to progress the works. Contractor was also asked to show its strength by speeding the work in next one month. It was also directed that, AE has to maintain all data pertaining to performance and application of the new chemical 'Geocrete' that is being used for stabilization in this package. Traffic control cell created by Contractors should work efficiently to avoid any inconvenience to commuters.</p> | <p>4. EPC Contractor to speed up shifting of utilities.</p> <p>5. EPC Contractor to work in harmony and coordination with other contractor M/s HR Construction Pvt. Ltd working in same stretch.</p> |

(VI) Reconstruction of 94 Nos culverts in the between Km.298.00 to Km. 330.662- (M/S HR Construction Pvt. Ltd):

| Observation | Action Required |
|---|--|
| <p>ED(P) informed that the progress made is 37.47%. The works are progressing at a very slow pace. One extension of time is already granted. Reasons for slow progress cited by the ED(P) are non-availability of construction materials like steel, cement etc., and also insufficient manpower. Also, issue of non-cooperation with working Contractor M/s Kaba Infratech Pvt. Ltd. on shifting of utilities was reported.</p> <p>It was directed that since the AE is same for both the Contractors, such coordination be done by him and shall be acceptable to both the Contractors.</p> <p>The contractor was directed to complete the project by 24.06.2023.</p> | <p>1. Contractor to increase its resources and to complete the project by 24.06.2023.</p> <p>2. RO / AE for compliance and to monitor the project diligently</p> |

(VII) Construction of 4(Four) Minor Bridges at Km 21+717, km 23+150, km 88+300 & km 92+100 on NH-4 in the Union Territory of Andaman & Nicobar Islands and Construction 2 Lane bridge at Km 26+700 (Dhanikhadi) in CRA Area on NH-4 in the UT of A &N (M/s Vij Engineers & Consultants Pvt. Ltd):

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| Observation | Action Required |
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| <p>ED(P) informed that the progress in respect of 4- Minor Bridges & 1- Minor Bridge is 64.74% and 14.74% respectively. Reasons for slow progress of work were due to non deployment of required manpower and machinery. The Contractor has not deployed Project Manager and also has very less regular technical staff/ supervisors. As regard to Construction 2 Lane bridge at Km 26+700 (Dhanikhadi) in CRA Area on NH-4 in the UT of A & N Islands which is yet to be commenced. ED(P) informed that additional land is required for entry and exit ends for which case has already been projected to the UT Administration and is in progress.</p> <p>Contractor assured that the pace of work will be increased and required resources will be boosted up. GM(P) PMU Mayabunder informed that the issues have already been resolved and as on date there is no hindrance for Contractor to progress the works.</p> <p>The contractor was directed to complete the project by October, 2022 without fail.</p> | <ol style="list-style-type: none"> 1. Contractor to increase its resources and to complete the project by October, 2022. 2. RO / AE for compliance and to monitor the project diligently |

(VIII) Other M&R Works:

MD directed that the other M&R works need to be closely monitored by ED(P) and work to progress as per given timeline. Further, the ED(P) informed that the tenders for the upcoming works i.e., ordinary repairs in Jarawa-II area and R&R from KM 21 to 28 in CRZ Area are published and open for bidding.

(IX) DPR Works:

- a) Feasibility Study, Preparation of Detailed project report and providing pre-construction services for construction of 2-lane bridge for connectivity of Port Blair- Chatham Island and Bambooflat with 200 mtr. to 400 mtr. Navigation Span in the Union Territory region of Andaman & Nicobar Islands (M/s VKS Infratech Management Pvt. Ltd.):

MD visited the site of Chatham - Bambooflat Bridge and was briefed about the project wherein he opined that the increase in approaches' length which is causing extra expenditure can be curtailed by exploring alternative bridge structure with openable/ liftable intermediate spans to meet the requirement of Navy and to work out the cost comparison.

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- b) **DPR of Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services for up-gradation of “In-Principal” declared NH in the Car Nicobar Island under the Union Territory of Andaman & Nicobar Islands (M/s Almondz Global Infra-Consultant’s Ltd in association with A&A Consulting Engineers):** Length= 45.75 Km.

ED(P) informed that the ‘Final Alignment’ was submitted by the Consultant in the year 2019 after which the DPR preparation was put on hold due to non-NH stretch, as directed by the Ministry. However, Ministry vide circular dated 04th May 2022 has directed to continue the DPR preparation to a conclusive stage. However, the Consultant has demanded an extra amount of Rs. 35.4 lakhs to complete the DPR up to Final Feasibility report.

It was directed that the reasonability of the extra cost be seen and the consultant may be asked to conclude the Final Feasibility Report at the reasonable rate worked out by NHIDCL.

- c) **DPR of other ‘in-principle’ declared NHs (total 6 nos.) in the Andaman & Nicobar Islands (M/s SM Consultants):** Total length of 6 NHs= 24.70 Km.

ED(P) informed that the ‘Draft DPR’ was submitted by the Consultant in the year 2018 after which the DPR preparation was put on hold due to non-NH stretch, as directed by the Ministry.

(X) Other project related issues:

1. **Price Adjustment in the EoT period:** ED(P) informed that the HQ, Finance Division vide Inter Office Memo no. 70 dated 20th May 2022 directed that the Price Adjustment may be allowed only up to the scheduled date of completion of the project i.e. Price adjustment is not payable during extended period of Contract.

It was informed that the clarity regarding the payment of escalation shall be intimated shortly.

2. **EPC Contractor of completed project “Humphrey Strait Creek Bridge” M/s MBZ-RDS (JV) raised issue of GST, wherein APRA recommended for payment of 70% only to the Contractor based on letter from HQ NHIDCL.**

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It was directed that the issue may be reviewed and resolved at HQ by Director (Tech./A&F).

5. On 10.06.2022, MD NHIDCL made Heli air reconnaissance along with the Officials of UT and NHIDCL to survey the proposed 'Andaman Marine Drive' and 'Andaman Sea Drive'. Further, the Heli route taken up was along the NH-04 up to Diglipur, over Lamiya Bay and return to Rangat Helipad which was contiguous to Package- VII which is under defect liability period.

Inspection of NH-04 projects was commenced by road from Rangat. Inspection was commenced in reverse order starting from Km 181 which is starting point of package-VII and end of package- III. Along the route MD also visited the completed **Azad Hind Fouz Setu (Humphrey Strait Creek Bridge)**, on-going project of major Bridge across the **Middle Strait Creek**. Contractors were asked to dispose of the waste bags of the chemicals scattered along the highway in a proper manner. It was also directed to provide NHIDCL sign boards along the highway.

6. It was directed that the NHIDCL officials should attend the regular forum meetings called by DCs with the Gram Sabha and other Departments.

7. ED (P) was also asked to provide internship to the students with engineering background based on the NHIDCL circular/guidelines.



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List of the Officers of NHIDCL, Team Leaders of Authority's Engineers and representatives of Contractors who attended the review meeting under the chairmanship of the MD, NHIDCL on 09 Jun 2022 at Port Blair:

1. Officers of NHIDCL:

- (a) Col. Hemant Bhardwaj (Retd), ED(P), NHIDCL, RO, Port Blair.
- (b) Col. Shriram Kelaneya (Retd), GM(P), NHIDCL, PMU, Mayabunder.
- (c) Mr. Krishna Chaitanya Bhatt, DGM(T), HQ NHIDCL.
- (d) Mr. Ramkumaran, DGM(P), NHIDCL, RO Port Blair.
- (e) Mr. Ashish Gupta, TA to MD, HQ NHIDCL.

2. Authority's Engineer:

- (a) Mr. Pramod Kumar, Team Leader of Authority's Engineer, M/s Yongma Eng. Company Ltd in association with Techniko Consultancy Services Pvt Ltd.
- (b) Mr. R. K. Choudhary, Team Leader of Authority's Engineer M/s EptisaServicios De Ingenieria S.L.-.

3. Contractors Representatives:

Middle Strait Creek Bridge, Package- II, Package- III & Package- IV:

- (a) M/s Mantena - Vasishta Contractions Pvt. Ltd: Mr. V. Sita Rama Raju, President.
- (b) M/s Vasishta Contractions Pvt. Ltd: Mr. Krishna Chaitanya, Executive Director.
- (c) Pkg- V: M/s Mohan Mutha Exports Pvt. Ltd: Mr. Dhana Sekhar, Project Manager.
- (d) Pkg- VIII: M/s Kaba Infratech Pvt. Ltd: Mr. Abhishek Bhatnagar, Director.
- (e) 94 Culverts: M/s HR Constructions: Mr. Rashid Ali Khan, Director.
- (f) 4- Minor Bridges & 1- Minor Bridge at Dhanikari: M/s Vij Engineers & Consultants Pvt. Ltd: Mr. Ravi Gupta, CEO.
- (g) PKG- I: M/s DRA Infracon Pvt. Ltd: Mr. Prabhakaran.
- (h) Azad Hind Fouz Setu: M/s MBZ - RDS (JV): Mr. Mayank Goel.
- (i) M&R Conreactor: M/s Surendra Constructions Pvt. Ltd: Mr. Devesh, Project Manager.
- (j) DPR of Chatham - Bambooflat Bridge: M/s VKS Infratech:Mr. P Maity, Project Coordinator.



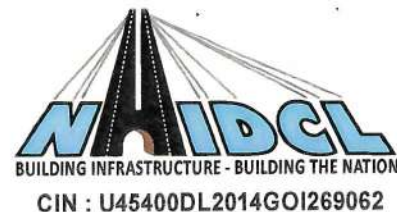
REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office - 3rd Floor, J.J Bhavan, Near Karpagam Dream Hotel, Birdline, Calicut (PO)

Port Blair, Pin - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

NHIDCL/RO/A&N/Review Meeting/N19/2020/ 283

Date: 06.09.2021

To,

Dy. General Manager(P)
NHIDCL, PMU-Mayabunder
Village Luchnow,
P.O. Webi, Mayabunder
N&M Andaman-744204

Sub: Minutes of the Review Meeting held on 27.08.2021 for the projects under RO-Port Blair in A&N Islands under the Chairmanship of Managing Director, NHIDCL through Video Conference- regd.

Ref: Review Meeting dated 27.08.2021

1. With reference to the subject matter. MoM of the Review Meeting held under the Chairmanship of MD, NHIDCL through Video Conference on dated 27.08.2021 is being forwarded for its implementation.
2. In view of the above, it is directed to take necessary action to achieve the targets given in the enclosed Minutes of Meeting (MoM).


Col. Hemant Bhardwaj (Retd.)
Executive Director (P)
RO-Port Blair

Minutes of Review Meeting held on 27.08.2021 under the
Chairmanship of Managing Director, NHIDCL

Construction of Major Bridge over Humphrey Strait between Km. 129.420 to Km. 130.600 of NH-223 in the UT of A&N Islands:

Director (T) directed AE that Load testing should be done as per new IRC code specifications

Rehabilitation and up-gradation of section from Km 107.760 to Km 129.445, Km 130.600 to Km 138 & Km 155.00 to Km 181.0 (Package-III) in the UT of A&N Islands (Total length 54.362 km)

Rehabilitation and up-gradation of section from Km 206.00 to Km 242.00 (Nimbutala to Austin Creek) of NH-223 (New NH-4) (Package-IV) in the UT of A&N Islands (Total length=33.157 km)

Rehabilitation and up-gradation of section from Km 242.0 to 298.0 of NH-223 (New NH-4). (Package-II) to 2-lane with hard shoulder in the UT of A&N Islands, (Project length 55.45 km.)

1. EPC Contractor assured that all the packages will be completed by 31.03.2022 to which Director (T) agreed.
2. Director (T) directed EPC Contractor that Minor Bridges to be reconstructed.

Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands:

EPC Contractor assured that launching of superstructure will be started in Feb, 2022 to which Director (T) agreed and directed EPC Contractor & AE to ensure designs are submitted and approved.

Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate Lane with hard shoulder (Total Length 14.10) on EPC Mode (Package-VI) in the UT of A&N Islands

Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate Lane with hard shoulder (Total Length 12.00 km) on EPC Mode (Package-V) in the UT of A&N Islands:

1. Director (T) directed ED(P) to issue COD if all works have been completed.

Construction of 4 (Four) Minor Bridges at km 21.717, km 23.150, km 88.300 and km 92.100 on NH-04 in the UT of A&N Islands on EPC basis.

EPC Contractor informed that electrical line and BSNL cable shifting is pending. Director (T) directed DGM, PMU Mayabunder to liaise with concerned Department and get it expedited.

Slope Protection work at km 71.720, in Jarwa area from km 59.40 to km 107.00 of NH-223 (New NH-4) in the UT of A&N Islands on Item Rate Basis

Slope Protection work at 02 Locations (km 72.00 and km 72.80), in Jarwa area from km 59.40 to km 107.00 of NH-223 (New NH-4) in the UT of A&N Islands on Item Rate Basis

Contractor informed that progress is slow due to heavy rains. He also confirmed that works shall be completed by 30.09.2021.

Reconstruction of 94 Nos culverts in the between Km.298.00 to Km. 330.662 (Karala to Kalipur of NH-223 (New No. NH-4) in the UT of A&N Islands on EPC Mode

Director(T) said that the shifting of OFC Cable should be done at site after liaising with BSNL Department.

Rehabilitation of Section from Km 298.00 to Km 330.662 (Kalara to Kalipur) in Andaman Trunk Road (NH-04) to intermediate lane with hard shoulder in the Union territory of Andaman & Nicobar Islands (Total length 32.662 Km) on EPC Mode

1. EPC Contractor informed that shifting of heavy machinery from main land is going on and progress will be seen in next review meeting.
2. DGM(P), PMU Mayabunder informed that 17 km water pipeline details have already been given to EPC Contractor.

NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/176

Date: 06.04.2023

To

M/s Mantena Vasishta Bridge (JV)
Mantena House, 2-56-33/12A,
Opp. MVV Court Yard,
Khanamet, Hyderabad - 500081
E-mail: - ramaraju@vasishta.in

SUBJECT: - NON-ACHIEVEMENT OF TARGETS AS PER THE ASSURANCES OF EPC CONTRACTOR IN THE MEETING OF 6TH DEC 2022 AND PERSISTING SLOW PROGRESS & UN-CURED DEFAULTS OF EPC CONTRACTORS, AND NOTICE TO CONTRACTOR FOR IMPOSING DAMAGES IN PURSUANCE WITH PROVISIONS OF CLAUSE 10.3 & 10.6 OF ARTICLE 10 OF CONTRACT AGREEMENT FOR "Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis"-Reg.

1. Ref:

- (i) EPCC's letter no. Mantena Vasishta Bridge JV/AE/2022/109, dated 16.08.2022
- (ii) AE's letter no. YM-LMA/AE/A&N/2023/376, dated 15.02.2023
- (iii) EPCC's Letter No. Mantena Vasishta Bridge JV/AE/2022/137 dated 15.03.2023
- (iv) AE's letter no. YM-LMA/AE/A&N/2023/434, dated 18.03.2023
- (v) This office's letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/176, Date: 27.03.2023
- (vi) PMU's letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/410, 01.04.2023

2. In view of the aforementioned subject and letters cited under reference, following is informed:

- (i) PMU, in line with the recommendation of AE, has recommended to impose the Liquidated Damage of Rs. 17.04 Cr. in accordance with the EoT provision set forth under clause 10.3.2 & 10.3.3, with additional project tenure/period of 247 days w.r.t revised completion date approved in EoT-1 i.e., 26TH Sep 2022. The Details of Milestones and Completion Details are as under:

| Milestones | % Progress | Date of Appointment | Duration in Days | Achieve Date | Revised in EOT-1 |
|----------------------|------------|---------------------|------------------|--------------|------------------|
| Milestone-I | 10% | 03-Jan-19 | 350 days | 19-Dec-19 | 09-Sep-20 |
| Milestone-II | 35% | | 650 days | 14-Oct-20 | 20-Nov-21 |
| Milestone-III | 80% | | 850 days | 02-May-21 | 24-Feb-22 |
| Scheduled Completion | 100% | | 1095 days | 02-Jan-22 | 26-Sep-22 |

- (ii) In addition to Para-2(i) above, it has been reported by both AE & PMU that, repeated negligence has been committed by the EPCC, regarding the proposal of extension of project tenure beyond EoT-1 i.e., 29TH Sep 2022.

- (iii) As per clause 23.1.1, cure notice has been served to the contractor on 22.11.2022, and as per clause 23.1.2 notice for intention to termination has been issued to the contractor vide letter dated 20.01.2023. *Prima facie* of situation is that all the defaults of EPCC as existed before issue of cure notices remains unchanged, following are progress on subject projects:

41.50% progress as on 25-Mar-2023, against 39.63% progress as on 06-Dec-2022; further since Feb-2023 zero progress is recorded by AE & PMU for subject project.

| Sl No | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 | Progress as on 06-12-2022 | Progress as on 10-02-2023 | Achievement | Achievement against commitment (%) |
|-------|---------------------|-------------|---|---------------------------|---------------------------|--|------------------------------------|
| | | | [For the period from 06 Dec'22 to Feb'23] | | | [For the period from 06 Dec'22 to 10 Feb'23] | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = (6 - 5) | (8) = (7 / 4) x 100 |
| 1 | Piles | 126 | 11 | 74 | 74 | 0 | 0% |
| 2 | Pile Caps | 17 | 2 | 10 | 11 | 1 | 50% |
| 3 | Piers | 17 | 3 | 8 | 8 | 0 | 0% |
| 4 | Pier Caps | 17 | 9 | 0 | 0 | 0 | 0% |
| 5 | Segment Casting | 336 | 60 | 39 | 44 | 5 | 8.33% |
| 6 | Inspection Bungalow | 1 | 50% | 50% | 50% | 0 | 0% |

- (iv) Responses against Notices for Intention to Termination, were made by EPCC vide letters dated 02.02.2023. In regard with the response, received clarification & ground report of AE and PMU were upraised to the Competent Authority vide letter dated 27.03.2023, therein; it was made pertinent that defaults like persistent lack of resource mobilization, slow progress and uncured defaults of EPCC still exists on project site.
- (v) As per clause 10.6 of Contract, *"In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavor to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 10.3.2 for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination under Clause 23.1"*.
- (vi) As per clause 10.3.2 of Contract, *"The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Works are completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3.2 shall be refunded by the Authority to the Contractor, but without any interest thereon. For the avoidance of doubt, it is agreed*

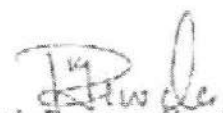
that recovery of Damages under this Clause 10.3.2 shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected works as specified in Clause 10.5.2".

- (vii) As per clause 10.3.3 of Contract, "The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. Provided that no deduction on account of Damages shall be effected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3.2 shall not exceed 10% (ten percent) of the Contract Price".

3. In view of your persistent defaults, notices issued (including present intention to termination dated 20.01.2023) by the Competent Authority, and clause 10.6, 10.3.2 & 10.3.3 of contract agreement, following are clarified herewith:

- (i) For balance work/ incomplete works of subject project each day in excess of 29th Sep 2022, the EPCC would be penalized, until the project completion, as per clause-10.6, 10.3.2, and 1.4.2(a) of Contract Agreement.
- (ii) In the present proposal of EoT only 200 days of EoT may be availed with LD of Rs. 17.04 Cr. as per clause 10.3.3 and with the approval of Competent Authority.
- (iii) For any additional duration claim/extension (in present scenario) beyond 200 days w.r.t 29th Sep 2022. EPCC has to propose additional EoT upon expiry of completion of 200days extension; full EoT in one go (with LD) could not be availed as per the provision of Contract Agreement.
- (iv) Further, as per clause 10.6 of contract agreement, the contract is liable for termination upon dissatisfactory performance of EPCC on expiry of extended project tenure.

4. In view of the presently abandoned project site condition by EPCC, expiry of project's schedule completion date 29th Sep 2022 and physical progress being only 41.50%, you are herewith notified in concurrence with clause 10.3 of contract agreement. This is for your information & immediate necessary actions.


Col. Praveen Hooda (Retd.)
Executive Director (P)
RO-Port Blair

Copy to:

- (i) The Executive Director (T)-IV, HQ NHIDCL, for information and necessary actions.
- (ii) The Shri Devendra kumar DGM(T) HQ, NHIDCL, for information and necessary actions.
- (iii) GM(P), PMU-Mayabunder, for information and necessary actions.
- (iv) The AE (M/s Yongma) for information and necessary actions.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार

परियोजना प्रबंधन यूनिट - मायाबुंदर आईसीआईसीआई बैंक के ऊपर

पता: उर्वी मायाबुंदर 744105, ईमेल: sr.kelaneya@nhidcl.com

National Highways & Infrastructure Development Corporation Limited.

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

Project Management Unit, Mayabunder, 2nd Floor, Above ICICI Bank, Village-Lucknow,

Mayabunder-744204 (A&N), Email: sr.kelaneya@nhidcl.com

(भारत सरकार का उद्यम)



SHARATMALA
ROAD TO PROSPERITY

CIN:U45400DL2014GOI26906

(A GOVT. OF INDIA UNDERTAKING)

NHIDCL/ BO/ A&N/ Middle Strait/ N-7/ 2018/ 184A

To

The Executive Director (P)
Regional Office, NHIDCL,
Ward No. 23,
Near Airforce Station,
Prothrapur, Garacharma (PO),
Port Blair, A&N Islands -744105

Dated: 10.02.2023

Received



Subject: "Construction of Major Bridge Over Middle Strait Creek Between Km. 106.590 To Km. 107.762 Of NH-223 (New NH-4) Connecting South Andaman and Baratang Islands in Union Territory of A&N", Clarification in response to EPC Contractor's Representation against Notice for Intention to Termination dated 20.01.2023 & Ground Report-REG.

Ref:

- (i) Authority's Engineer's letter no. YM-LMA/AE/A&N/2023/362 (T.1), dated 10.02.2023
- (ii) Response of EPCC to HQ, NHIDCL vide letter no. MVBVJ/MB-MS/2022/24, dated 02.02.2023.
- (iii) Intention to Termination Notice by issued from HQ, NHIDCL vide letter no. NHIDCL/NH-223/ Middle Strait Bridge/SCN/2016, dated 20.01.2023
- (iv) Response to the Cure notices of Middle Strait Creek Bridge vide letter no. MVBVJ/MB-MS/ 2022/ 23, dated 09.01.2023.
- (v) Cure notice of Middle Strait Creek Bridge NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/575 dated on 10.11.2022.
- (vi) Minute of 3rd Conciliation meeting for subject project dated on 08.09.2021.
- (vii) Minute of 2nd Conciliation meeting for subject project dated on 16.02.2021.
- (viii) Minute of 1st Conciliation meeting for subject project dated on 23.11.2020.

1. Please refer to the letter cited under reference (i) above. The Authority's Engineer has observed that the intention of termination notice issued vide letter cited (iii) above has already expired and the submission made by the EPC Contractor vide reference cited (ii) above are not factual. The AE has further given the para-wise reasons and also factual position against reasons cited by the EPC Contractor, and are reproduced as follows:

- a) Subsequent to 60 days Cure Notice dated 10.11.2022 and Notice for Intention to Terminate dated 20.01.2023 for the subject project, in accordance with Cl. 23.1.1 & 23.1.2 respectively of the Contract Agreement. No Cure has been made by the EPC Contractor for defaults committed by him during or till the completion of cure period & notice period of 60 days & 15 days respectively. However, deceptive representations against both the notices for Middle Strait Creek Bridge have been received.
- b) In view of persistent un-cured defaults of EPCC for the subject project, even after 15 days' Notice for Intention to Terminate as per clause 23.1.2. However, it is observed that

GM(P)

R. Laxmi
11/2/2023

GM(P)
11/2/23



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b) In view of persistent un-cured defaults of EPCC for the subject project, even after 15 days Notice for Intention to Terminate as per clause 23.1.2. However it is observed that no action has been initiated upon completion of 15 days, following clarifications are submitted to the Competent Authority for necessary action:

- (i) To cure the defaults committed by the EPC Contractor, on ground no new developments measures adopted or augmentation of resources or efforts have been observed by Authority's Engineer, till date.
- (ii) Apart from other defaults, in recent monsoon season, the EPC Contractor has nearly abandoned the project sites that had created safety issues to the commuters due to non-maintenance existing road to jetty, by the EPC Contractor. The EPCC is obliged to maintain the existing road between starting and end point of green alignment of subject project, as per clause 10.4.1; default observed as per clause 23.1.1 (d), (e).
- (iii) In addition, few new facts were being portraited by EPCC in response to notice for intention to terminate vide letter dated 02.02.2023, no references were found enclosed with the representation of the EPC Contractor to back up the baseless claims. However, parawise reply of AE are made as under:

Para-1: Reason of large difference in OGL is non-admissible, as per clause 2.5, page-229 of contract agreement. However, it is informed that (a) compressive survey, report and design has been submitted by the DPR Consultant, at pre-construction stage, (b) presently there is a 15m (Approx) saddle on the access of bridge alignment on Port Blair side(not mentioned by EPCC), (d) to coverup the swamp close to sea, cutting & filling was done by EPCC; resulted in reform of formation on both side approach, (c) the approaches are on coastline and surrounded by swamp/ forest, subject for dynamic deformation, on land form, (d) the soil so excavated from the project site has been utilized by nearby contractors in past since the award of work. Contempt was made by EPCC by canvassing full information and mis-representing the facts, in contradiction of Contract Agreement. Default of EPCC as per clause 23.1.1 (e), (o) of contract agreement.

Para-2 & 3: It is well understood that construction of Major Bridge over Middle Strait Creek has been a second specialized project after Humphrey Bridge on NH-4; the Humphrey bridge construction was carried out in well planned manner, without any such claims. The claims of EPCC for the subject project stands in contradiction to clause 3.1.7 (a) (b) of Contract Agreement. Default of EPCC as per clause 23.1.1 (e), (o) of contract agreement.

Para-4: There is no reasonable plan, schedule and proficiency was ever observed on behalf of EPCC. Approximately eight months in a year rain fall happens in A&N Islands. During rain/monsoon, it has been observed the project site have been abandoned by EPCC, instead of continuing pre-cast activities. Appropriate resource mobilization was never been inducted by EPCC for the



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subject project since the award of work, with present resources and pace of work the construction of Bridge would further take 5 to 7 years. Default of EPCC as per clause 23.1.1 (c), (d), (e) of contract agreement.

Para-5: Instances of EPCC diverting & utilizing the project funds for other purposes except for expediting the work has been observed. Further, from time to time EPCC pleaded on grounds of cash flow; due to defaults made by EPCC for unplanned and un-organised approach to execute the work and non-cure of it's defaults even after many notices by AE & Authority. Therefore, it is pertinent to mention that without pre-judice EPCC is adjudged to be Bankrupt. Clause 23.1.1 (l) of Contract Agreement stands applicable.

- (iv) Prima facie the present situation stands as it was at the time of issue of notice for intention to terminate vide letter dated 20.01.2023 and no cure whatsoever has been done by the defaulting Contractor. Details of Progress (Col.-7) w.r.t Commitment made by the EPC Contractor (Col.-4) are as follows:

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 [For the period from 06 Dec'22 to Feb'23] | Progress as on 06-12-2022 | Progress as on 10-02-2022 | Achievement [For the period from 06 Dec'22 to 10 Feb'23] | Achievement against commitment (%) |
|---------|---------------------|-------------|--|---------------------------|---------------------------|---|------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7)= (6 ÷ 5) | (8)= (7 / 4) x 100 |
| 1 | Piles | 126 | 11 | 74 | 74 | 0 | 0% |
| 2 | Pile Caps | 17 | 2 | 10 | 11 | 1 | 50% |
| 3 | Piers | 17 | 3 | 8 | 8 | 0 | 0% |
| 4 | Pier Caps | 17 | 9 | 0 | 0 | 0 | 0% |
| 5 | Segment Casting | 336 | 60 | 39 | 41 | 2 | 3.33% |
| 6 | Inspection Bungalow | 1 | 50% | 50% | 50% | 0 | 0% |

- (c) Above may be treated as clarification and ground report upon completion of 15 days Notice of Intention to Terminate of EPCC for the subject projects. Further, it is clarified that materially false representations by EPCC are contempt under clause 23.1.1 (o) and it is hereby recommended that the Competent Authority may proceed with initiating action as per Clause 23.1.2; termination of subject project.

2. In addition to the above, the ground position of resources held with the EPCC which was stock taken on 29-12-2022 during the visit of DGM(T), HQ, NHIDCL and 31-01-2023 during the visit of Executive Director(T)-IV, HQ, NHIDCL is attached herewith (Annexure-I). It may be seen that

National Highways & Infrastructure Development Corporation Limited

Regional Office-Port Blair: Ward No. 23, Near Air Force Station Prothrapur, Garacharma

Headquarter: NHIDCL, 3rd Floor, PTI Building, 4 Parliament Street, New Delhi-110001 | Website: www.nhidcl.com

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

10.02.2023

1य राजमार्ग एव अवसंरचना विकास निगम लिमिटेड

परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार

निजना प्रबंधन युनिट - मायाबंदर, आईसीआईसीआई बैंक के ऊपर

वेबी, मायाबंदर - 688800, ईमेल: sr.kelaneys@nhidcl.com

National Highways & Infrastructure Development Corporation Limited.

Ministry of Road Transport & Highways, Government of India

Project Management Unit, Mayabunder, 2nd Floor, Above ICICI Bank, Village-Lucknow,

Mayabunder-744204 (A&N). Email: sr.kelaneys@nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN:U45400DL2014GOI26906

(भारत सरकार का उद्यम)

(A GOVT. OF INDIA UNDERTAKING)

during the visit of Executive Director(T)-IV that EPCC has not deployed adequate resources as directed during the visit of DGM(T). It is also informed that during the daily PMU's VCs on works progress, there is no progress on the subject project; the same is being monitored on Whatsapp group includes EPC Contractor, AE, Site Office and GM(P).

3. It is further informed that as on date, there is no bridge related activity is being observed and the site is nearly found abandoned. Hence it is recommended that the Competent Authority may proceed with Termination of Contract for subject project.

Yours Sincerely,

Encl: As above

(Shri Ram Kelaneya)
Col. (Retd.)
General Manager (P)

10.02.2023

Copy to:

- (i) M/s Yongma Engineering Co. Ltd.: for information please.

National Highways & Infrastructure Development Corporation Limited

Regional Office-Port Blair: Ward No. 23, Near Air Force Station, Prothrapur, Garachanma
Port Blair 744105 | Email id: edp.portblair@nhidcl.com

Headquarter: NHIDCL, 3rd Floor, PTI Building, 4 Parliament Street, New Delhi-110001 |
Website: www.nhidcl.com

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

Name of the Project: Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 (new NH-4) connecting South Andaman & Baratang Islands in the UT of Andaman & Nicobar Islands on EPC Basis

REQUIRED MATERIAL QUANTITY AS PER MONTHLY PLAN.

| S. No. | Description of material | UNIT | Available QTY (29-12-2022) | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 |
|--------|-------------------------|--------|-------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|---------|----------|---------|----------|----------|
| 1.00 | CEMENT | BAGS | 775.00 | 15674.58 | 14243.22 | 11952.60 | 17788.20 | 10381.26 | 15816.84 | 10381.26 | 14549.30 | 8605.26 | 12575.64 | 8830.25 | 11133.84 | 11133.84 |
| 2.00 | SAND | CUM | 210.00 | 695.83 | 634.37 | 531.81 | 791.97 | 461.57 | 703.36 | 461.61 | 651.70 | 381.81 | 559.42 | 391.74 | 492.98 | 492.98 |
| 3.00 | AGGREGATE | CUM | 380.00 | 1331.43 | 1209.15 | 1014.87 | 1510.20 | 881.56 | 1343.10 | 881.56 | 1243.88 | 731.02 | 1067.82 | 750.15 | 946.16 | 946.16 |
| 4.00 | ADMIXTURE | BARREL | 1.00 | 32.65 | 29.42 | 24.67 | 36.81 | 21.47 | 32.77 | 21.47 | 30.42 | 17.92 | 26.09 | 18.40 | 23.46 | 23.46 |
| 5.00 | TMT Steel | MT | 66.37 | 477.00 | 385.00 | 310.00 | 353.00 | 266.00 | 353.00 | 266.00 | 407.00 | 266.00 | 359.00 | 272.00 | 287.00 | 287.00 |
| 6.00 | Liner Sheets | MT | 15.00 | 78.00 | 52.00 | 65.00 | 65.00 | 52.00 | 78.00 | 52.00 | 65.00 | 52.00 | 65.00 | 52.00 | 0.00 | 0.00 |

1) Additional Labor required Nos 100 (Skilled -40, unskilled-60). Currently 27 labour available on site.

2) Additional 3 Nos Segment Casting Mould Required. Currently 4 Nos Segment mould available on site

Note:- 3) Additional 3 Nos Transit Mixture and 1 No concrete pump required/boom placer. Currently 4 Nos Transit mixture available on site and 2 nos of pump available on site

| Middle strait creek Bridge / Casting Yard - KM 114-300 | Hot Mix Plant, KM-112+500 (Baratang) / PKG - II | Hot Mix Plant, Km-165+500 (Kaushayala Nagar) / PKG-III | Hot Mix Plant, Km-238+000 (Mayabunder/Pantghat) HMP / pkg- IV & V | Contractor Camp at Badami Nala - KM 220.7 / PKG-IV |
|---|---|---|---|--|
| <ol style="list-style-type: none"> 10 mm steel - 8 MT 12 mm steel- 4 MT 16 mm Steel-05 MT 20 mm steel- 6 MT 25 mm steel- 2 MT 32 mm steel= 30MT 10 mm aggregate- 205 Cum 20 mm aggregate- 250 Cum Stone dust- 170 cum Cement-400 bags Admixture-190 Ltr. Diesel-1000 Ltr. | <ol style="list-style-type: none"> Bitumen- 5MT Stone dust- 100 cum 10mm aggregate- 50 cum | <ol style="list-style-type: none"> 40 mm aggregate- 120 cum 20 mm aggregate- 150 cum 10 mm aggregate- 250 cum Stone dust- 290 cum Cement- 500 bags Diesel- 1230 Ltr. 8 mm steel- 2.5MT 10 mm steel- 5 MT 16 mm steel- 8.5 MT | <ol style="list-style-type: none"> Stone Dust - 200 MT 10 mm Aggregate - 400 Cum 40 mm Aggregate - 40 Cum Bitumen(Drum) - 80 Barrels of 150 kg each - 120 MT Bitumen in tank - 35 MT Diesel - 2500 Ltr. (Arrived today) | <ol style="list-style-type: none"> Cement - 150 bags 20 mm Aggregate - 30 MT 10 mm Aggregate - 200 MT Stone dust - 25 MT 40 mm Aggregate - 35 MT Emulsion- RS-1 - 8 Barrels of 200 Ltr. each. 8 mm Reinforcements bars - 5 MT VG30 Bitumen/ SAMI - 10 Barrels of 200 Ltr. each. 1/2" GI Pipe - 80 lengths. 2" GI Pipe - 280 lengths. 2.5" GI Pipe - 280 lengths |

WITHOUT PREJUDICE

No. NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020¹⁵⁷⁵ Date: 10.11.2022

To,
M/s Mantena Vasishta Bridge (JV)
Mantena House, 2-56-33/12A,
Opp. MVV Court Yard,
Khanamet, Hyderabad - 500081.

Sub: Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis:- Issue of Cure Notice under clause 23.1.1 of CA.

Ref: VC held on 23.09.2022 and meeting held on 07.11.2022 at HQ, NHIDCL, New Delhi.

1. **Whereas**, LOA for the work of "Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis" was issued to M/s Mantena Vasishta Bridge (JV) on 18.12.2017.
2. **Whereas**, the Contract Agreement for executing the subject work was signed on 02.01.2018 between Authority and the Contractor; and
3. **Whereas**, the Appointed date for the project was fixed as 03.01.2019 and the Contractor was obliged to complete the work within 36 months from the appointed date i.e. on or before 02.01.2022, keeping in view the fact that time is the essence for the contract.
4. **Whereas**, the original date of Milestone-I, Milestone-II, Milestone-III and Milestone-IV were fixed as 19.12.2019, 14.10.2020, 02.05.2021 and 02.01.2022 respectively according to Schedule-J of Contract Agreement;
5. **WHEREAS**, the Milestone were revised and achievement of Milestone through grant EOT are as follows:

| Milestone | % Achievement | Appointed Date | Falling Date | Achievement Date | Milestone as per approved upto EOT-01. |
|---------------|---------------|---------------------------|------------------------|------------------|--|
| Milestone-I | 10% | 03 rd Jan 2019 | 19.12.2019 (Failed) | 09.09.2020 | 09.09.2020 |
| Milestone-II | 35% | | 14.10.2020 (Failed) | 22.02.2022 | 20.11.2021 |
| Milestone-III | 60% | | 02.05.2021 | Failed | 24.02.2022 |
| Milestone-IV | 100% | | 02.01.2022 | Failed | 26.09.2022 |

- 5.1. However Milestone-I (10%) was achieved on 09.09.2020 & Milestone-II (35%) was achieved on 22.02.2022 and Contractor has not achieved Milestone-III & Milestone-IV till date due to various reasons of defaults and breaches on the part of the Contractor under clause 23.1.1 of the Contract Agreement. The Contractor could achieve only 39.919% financial progress as on 08.11.2022;
6. However, in complete disregard to the aforesaid stipulation, the contractor had failed to undertake the construction work at the requisite pace, inter alia, due to inadequate deployment of machinery, plant, material and manpower. However, to say the least, the progress of work has been dismal since start of the project and the contractor has been able to achieve physical progress only upto 39.21% and financial progress upto 39.21% as on date, against desired progress 100% i.e., the completion of the project as per mile stones fixed as per Schedule-J of Contract Agreement despite several notices by Authority Engineers and Authority. This clearly establishes the lackadaisical and casual approach of the contractor in executing the project of strategic importance.
7. **Whereas**, considering the importance of the project for the public at large and to expedite the progress of work, various review meetings were conducted with the contractor on 10.08.202, 12.10.2020, 03.11.2020, 24.11.2020, 15.12.2020, 13.01.2021, 03.02.2021, 24.02.2021, 17.03.2021, 07.04.2021, 28.04.2021, 10.05.2021, 02.06.2021, 23.06.2021, 14.07.2021, 06.08.2021, 27.08.2021, 29.09.2021, 19.10.2021, 16.11.2021, 14.12.2021, 17.12.2021, 23.12.2021, 11.01.2022, 25.05.2022, 28.07.2022, 24.08.2022, 23.09.2022 and 31.10.2022, in every review meeting the Contractor has given a new date for completing the project.
8. **Whereas**, the Contractor has consistently failed to achieve the interim targets and fulfil all the assurances, written and oral, made to the Authority given during the review meetings. The reasons for occurrence of the said defaults are solely attributable to the Contractor.
9. **Whereas**, Authority has extended its full cooperation, all the facilities and relaxations for retention money, Secured Advance given for Materials, Secured Advance given on PBG, EoT etc. to the Contractor, keeping in view the interest of the project and for completion of the project. However, the Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.
10. **Whereas**, during the review meeting of the project held on 23.09.2022 under the chairmanship of MD, NHIDCL, the contractor was categorically directed to mobilize resource and submit the project wise detailed plan for execution of work for physical and financial progress. A period of 15 days was granted to the contractor to show case his intentions on completion of works by deploying required resources. However, no such attempt was made nor visible on project site even today on this date.
11. **Whereas**, Authority Engineer has reviewed the target committed and achieved as per work plan submitted by Contractor and the month-wise progress of works from September 2021 to September 2022 is as follows:

| Physical Progress | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| As per work plan (in Cr.) | 6.18 | 6.40 | 7.52 | 7.96 | 8.50 | 8.33 | 9.35 | 10.75 | 7.82 | 6.14 | 8.29 | 8.90 | 7.14 |
| Progress Achieved (in Cr.) | 0 | 0 | 4.03 | 1.85 | 1.36 | 0 | 1.00 | 0 | 0 | 0 | 0 | 0.03 | 0.03 |

12. **Whereas**, the Contractor has always been intimated from time to time regarding the slow progress at site but Contractor has not taken any measures to make up the shortfall. The EPC Contractor has failed to improve its performance and is executing the project with casual approach.
13. **Whereas**, the Contractor has failed to achieve the Physical and Financial target promised in the VC meeting held on 16.11.2021 at the beginning of the working seasons and meeting held on 25.05.2022 at the end of the working season. Contractor also failed to achieve any progress even after caution VC held on 23.09.2022.
14. **Whereas**, the Physical progress of the work achieved by the EPC Contractor from September 2021 to October 2022 are as under:

| Sr. No | Month | Year | Cumulative Physical Progress achieved during the month (%) |
|--------|-----------|------|--|
| 1 | September | 2021 | 33.93 |
| 2 | October | 2021 | 33.93 |
| 3 | November | 2021 | 36.30 |
| 4 | December | 2021 | 37.39 |
| 5 | January | 2022 | 38.19 |
| 6 | February | 2022 | 38.19 |
| 7 | March | 2022 | 38.78 |
| 8 | April | 2022 | 38.78 |
| 9 | May | 2022 | 38.78 |
| 10 | June | 2022 | 38.78 |
| 11 | July | 2022 | 38.78 |
| 12 | August | 2022 | 38.80 |
| 13 | September | 2022 | 38.82 |
| 14 | October | 2022 | 39.21 |

15. **Whereas**, now, executing the project with the current speed, it is not possible for the Contractor, to hand over the project in question, on the date promised by them.
16. **Whereas**, notwithstanding with the above failure on the part of the Contractor, it seems that Contractor has shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.
17. **Whereas**, the Contractor's act is totally unethical and shows a total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the Contractor has also proved that he is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project in question.
18. **Whereas**, Whereas despite the fact that, the Authority and the Authority Engineer has extended all types of technical and financial support/ Covid - 19 relief measures which has been issued by MoRTH from time to time, the EPC Contractor has failed to gain pace to complete the project in time.
19. Whereas the Contractor was advised to procure all the materials and approvals required for completion of work during the non - working season and the Contractor has failed to submit the drawings and compliances for approval as well as to procure required materials for smooth progress during the working season; and
20. Whereas the work progress against the target per month is alarming and with the current rate of progress, it is not possible for the contractor to handover the project in furnished below, ready reckoner of physical progress:

| Marine Piling Progress of Contractor | | |
|--------------------------------------|----------|---------|
| Month | Achieved | Target |
| October 2021 | 2 Piles | 6 Piles |

| | | |
|---------------|---------|----------------------------------|
| November 2021 | 2 Piles | 6 Piles |
| December 2021 | 3 Piles | 6 Piles |
| January 2022 | 2 Piles | 6 Piles (Committed 12 Nos in VC) |
| February 2022 | 0 Pile | 6 Piles (Committed 12 Nos in VC) |
| March 2022 | 1 Pile | 6 Piles |
| April 2022 | 0 Pile | 6 Piles |
| May 2022 | 0 Pile | 3 Piles |

21. It has been noticed that PC5/7 & PC5/9 pile bore has been completed as per design dated 12/09/2022. As mentioned vide letter no. YM/A&N/2022/202, dated:- 10/10/2022. But till date concrete pouring has not executed even after 25 Days elapsed.
22. It has been also noticed that P1 pile cap and P6 pile cap has been completed as on date 05/05/2022 and 15/07/2022 respectively. But till date pier shaft of P1 and P6 not executed even after 03 months elapsed.
23. The box segment casting was started on 6th Feb 2022. The Contractor has committed to complete 2 segments per day. There are 336 segments to be completed. The current rate of casting is 4 segments per month which is very slow. The contractor may explain how they are going to complete 336 segments.
24. As per direction of MD Shri. Chanchal Kumar NHIDCL, HQ Delhi during site visit Dated- 10/06/2022 and 11/06/2022 has strictly instructed to speed up the work with revised work program with additional resource but contractor has failed to implement the revised work program.
25. Even though the Contractor has been repeatedly promising in various progress review meeting chaired by MD, NHIDCL fortnightly since January 2021 that the final completion would be by the schedule completion date and therefore it is regrettable to state that the contractor has failed miserably to honor their commitments.
26. Besides, it is uncertain that when the Contractor will achieve completion of the project as no appreciable effort has been noticed on Contractor's part yet to complete balance work activities at Site. The Contractor is neither submitting realistic work program to complete the balance work nor any meticulous planning is seen for procurement of construction materials and other ancillary items in order to complete the project in the specific period of time. This shows the disregards to its commitments and proves that contractor is not at all bothered about the public discomfort that is being faced by people of Andaman and Nicobar because of slow progress of the project.
27. Since the Contractor has miserably failed to achieve the project milestone dated as per schedule J and its relevant provisions of contract agreement.
28. Contractor has not given any valid reason to hampered the work progress vide letter no- MVB JV/MB-MS/305, dated:- 26/04/2022. The matter of availability/procurement of materials and planned works hampered severely due to covid-19 is not true. Contractor has sufficient time since January 2019 and there is no restriction imposed by Andaman Administration and central government after June 2021 hence contractor was having enough time to expedite the work but has failed to fulfill their contractual obligations.
29. As per clause 3.1.1 under article 3 "obligation of the contractor" which state that "subject to and on terms" and condition of this Agreement, the contractor shall

undertake the survey, investigation, fulfill, comply with and perform all its obligations set out in this agreement or arising hereunder”.

30. After numerous verbal and written instructions contractor has submitted work program for balance works but the same is not implemented on ground. Authority has also recommended EPC Contractor as non-performer vide letter no NHIDCL/A&N/Middle Strait (106.590 to 107.762)/N27/2020, dated 15.06.2022. A cure period notice has given to contractor vide letter no. YM-LMA/AE/A&N/2021/2352, dated 06/05/2022 but after end of cure period notice as per article 23 of clause it is intimated to Authority vide letter YM/A&N/2022/001, dated 05/07/2022. But the matter was placed before 51th EC meeting on 13.07.2022 and the Executive committee deliberated the agenda decided to further watch the performance of the contractor for next three months before taking a decision vide letter no NHIDCL/NH-223/Middle Strait Bridge /SCN/2016/1493, Dated:-21/07/2022. Again after 03 months elapsed no improvement has been seen at project site. It shows the lackadaisical approach of contractor towards work progress and also violation of Contract Agreement signed between contractor and Authority.
31. The EPC Contractor - M/s Mantena Vasishta Bridge JV was issued show-cause notice and required to explain the reasons of delay and corrective action in writing within 15 days of receipt of the notice as per various contract clause of the Contract Agreement.
32. That be the case, it is clear and certain that in the above above-mentioned circumstances:
 - (i) You have failed to achieve milestones.
 - (ii) You have failed to achieve targets/interim targets duly communicated by the Authority and its officers.
 - (iii) You have failed to mobilize machinery/ manpower as per the direction of the Authority or its officers.
 - (iv) You have shown total lack of ability to execute projects of such size.
 - (v) You have failed to abide by any lawful directions of the Authority or its officers.
 - (vi) You have not improved your performance in spite of numerous letters/notices as well as review meetings with the Authority.
 - (vii) You have violated the Contract Agreement signed between you and the Authority.
 - (viii) You have not followed the Good Industry Practice which is inherent in the Contract Agreement.
33. Your above acts of omission and Commission has resulted in;
 - (i) Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.
 - (ii) The Authority is losing goodwill of the people of Andaman & Nicobar Islands
 - (iii) The Authority is losing reputation and credibility in the eyes of its stakeholder.
34. **Whereas**, all the earlier letters/correspondences/notices issued by the Authority to the EPC Contractor for improving its performance may be read as part and parcel of this Cure Notice.
35. **Whereas**, it has become evident that the Contractor is not in a position to execute the Contract within the provisions of the Contract Agreement and continues to be in default of most of the obligations as brought out in the 'Cure Notices' leading to a major Material Adverse Effect on the Contract, Whereas, the contractor has breached

the contract Agreement, inter-alia, with the following defaults in terms of the clause 23.1.1 of Article 23 of the contract Agreement.

Sub Clause 23.1.1 (c): The contractor does not achieve the latest outstanding project milestone due in accordance with the provisions of Schedule J, subject to any Time extension, and continues to be in default for 45 (forty five) days,

Sub Clause 23.1.1 (d): The contractors abandons or manifests intention to abandon the construction or maintenance of the project highway without the prior written consent of the Authority,

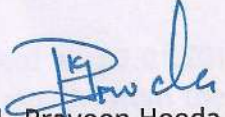
Sub Clause 23.1.1 (e): The Contractors fails to proceed with the works in accordance with provisions of clause 10.1 or stops works and/ or the maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer.

Sub Clause 23.1.1 (g): The Contractor has failed to fulfil any obligation , for which failure termination has been specified in this Agreement;

36. In view of the aforesaid facts and circumstances, the authority now has no other recourse but to issue this notice to the Contractor, M/s Mantena - Vasishta Bridge (JV) for the subject project under Clause 23.1.1 (c,d,e,q) and/or applicable law of CA and directs the contractor to strictly meet all the obligations mentioned above, within a cure period of 60 days from the date of this NOTICE, else action as per provision of the Contract Agreement shall be taken

37. This Cure Notice is issued without prejudice to our rights applicable under the Contract Agreement, as well as the applicable laws.

38. This is issued with the approval of Competent Authority of NHIDCL.


Col. Praveen Hooda, SM(Retd)
Executive Director(Projects)

Copy to:

- | | |
|---|--|
| (i) PS to MD NHIDCL | : For kind info of MD sir please. |
| (ii) PS to Director(Technical) | : For info of Director (Technical) please. |
| (iii) Executive Director-IV(T),HQ,NHIDCL | : For info please. |
| (iv) General Manager (P),PMU, Mayabunder | : For Information and necessary action. |
| (v) AE,M/s Yongma Engineering Co. Ltd in association with Techniko Consultancy Services Pvt Ltd | : For Information and necessary action. |

REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O),

Port Blair - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

WITHOUT PREJUDICE

No. NHIDCL/A&N/Middle Strait (106.590 to 107.762) /N27/2020/29

Date: 11.04.2022

To

M/s Mantena Vasishta Bridge (JV)

Plot no.23, Rao & Raju Colony,

Road no.2, Banjara hills,

Hyderabad-500034

Email: subbaraju.msk@gmail.com

[Kind Attention: Mr. V N Aditya Murthy Raju Kanumuri, Authorised Signatory]

Sub: Construction of Major Bridge over Middle Strait Creek between Km 106.590 to Km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Island in the Union Territory of Andaman & Nicobar Islands on EPC Mode: **Notice of Intention to declare the EPC Contractor M/s Mantena Vasishta Strait (JV) as "Non-Performance" - Reg.**

Ref:

(A) Reminders/Cautions/Slow Progress Correspondences made by PMU with the Contractor M/s Mantena Vasista Bridge JV:

- i) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2420 dated 02.04.2022
- ii) Authority's Engineer letter no. YM-LMA/AE/A&N/2022/2280 dated 29.03.2022
- iii) HQ, NHIDCL Letter no. NHIDCL/NH-223/Middle Strait Bridge/SCN/2016/999 dated 28.07.2021
- iv) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1177 dated 10.09.2021
- v) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1349 dated 30.09.2021
- vi) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1364 dated 04.10.2021
- vii) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1402 dated 07.10.2021
- viii) PMU email dated 18th Nov. 2021 at 11:57 AM (gmandaman@nhidcl.com)
- ix) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2003 dated 17.01.2022
- x) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2023 dated 20.01.2022
- xi) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2033 dated 21.01.2022
- xii) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2066 dated 31.01.2022
- xiii) EE (Plg-I), CE Office, APWD Letter no. 2-264 (24)/NH/SE(P)/CE/2021-22/131 dated 31.01.2022

(B) Correspondence made by Authority's Engineer M/s Yongma Engineering Co. Ltd. on the subject:

- i) Authority's Engineer letter no. YM-LMA/AE/A&N/2022/2248 dated 09/03/2022
- ii) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1875 dated 01/10/2021
- iii) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1858 dated 25/09/2021
- iv) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1826 dated 11/09/2021
- v) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1822 dated 10/09/2021

The work commenced with the Acceptance (LoA) issued to the EPC Contractor for the captioned project by NHIDCL on 18th Dec. 2017. The Agreement was signed on 02.01.2018 between Authority NHIDCL and the Contractor M/s Mantena Vasista Bridge JV. After considerable deliberations & delay thereupon, the contractor signed the Memorandum on 03rd

Jan, 2019, which was declared as the Appointed Date; in conformance to the definition therein vide Article 28 of the agreement.

In order to expedite the work, a number of review meeting were held/conducted with the contractor in attendance with the Authority's Engineer M/s Yongma Engineering Co. Ltd and others related to the management/work of the project are as follows: 13.01.2021, 03.02.2021, 18.02.2021, 24.02.2021, 17.03.2021, 07.04.2021, 28.04.2021, 10.05.2021, 02.06.2021, 23.06.2021, 14.07.2021, 06.08.2021, 27.08.2021, 28.09.2021, 20.10.2021, 16.11.2021, 17.12.2021, 14.01.2022 and 28.02.2022.

In every review meeting the contractor has given assurances regarding the work progress and continuously failed to meet the assurances, written and verbal, made to the Authority and the Authority Engineer for reasons which are best known and attributable to the Contractor.

WHEREAS, as per Clause 10.3.1 of EPC Contract Agreement, the Contractor shall construct the Project Highway in accordance with the Schedule set forth in Schedule-J. The 1095th day (One Thousand and Ninety Fifth day) from the Appointed Date (i.e., 2nd January 2022) shall be the scheduled completion date (the "Scheduled Completion Date") and accordingly the Milestones date & Scheduled Completion date falls on along with targeted financial progress (%) under the governance of Schedule-J are furnished below:

| MILESTONES | | | | | | |
|---|---------------|----------------|--------------------|---------------------------|----------------------------|--------------|
| Construction of Major Bridge over Middle Strait creek between Km. 106.590 to Km. 107.762 of NH-223 (New NH-4) connecting South Andaman and Baratang island in the union Territory of Andaman Nicobar Island on EPC Basis: | | | | | | |
| Milestone | % Achievement | Appointed Date | Duration (In days) | Falling Date as per C. A. | Milestone Date after EOT I | Achieve Date |
| Milestone-I | 10% | 3-Jan-19 | 350 | 19-Dec-19 | 9-Sep-20 | 9-Sep-20 |
| Milestone-II | 35% | | 650 | 14-Oct-20 | 11-Jul-21 | 30-Dec-21 |
| Milestone-III | 60% | | 850 | 2-May-21 | 27-Jan-22 | Failed |
| Schedule Completion Date | 100% | | 1095 | 2-Jan-22 | 29-Sep-22 | -- |

- WHEREAS**, the physical and financial progress of the project as on date is **38.19%** and **37.39%** respectively.
- WHEREAS**, in complete disregard to the strategic importance of the project, the EPC Contractor could not achieve the desired progress due to slow procurement of major construction materials, lack of skilled & unskilled workforce, lack of meticulous planning in connection to procurement of construction materials and other ancillary items, apathetic attitude to nonconformity with specifications and standards during execution of works leading to redoing of works and casual approach towards executing the project despite various reminders (as per cited references from PMU and Authority's Engineer).
- WHEREAS**, it has been noted that EPC Contractor has failed to achieve the Work program submitted by them and the progress of work achieved by the contractor indicating the slow rate of progress is furnished below as ready reckoned.

| Physical and Financial Progress of PKG: Bridge | | |
|--|-------------------|--------------------|
| Month | Physical Progress | Financial Progress |
| Aug-20 | 8.96% | 7.28% |

| | | |
|----------|--------|--------|
| Sep-20 | 11.33% | 10.49% |
| Oct-20 | 16.38% | 15.53% |
| Nov-20 | 16.80% | 15.53% |
| Dec-20 | 20.32% | 20.32% |
| Jan-21 | 26.53% | 26.53% |
| Feb-21 | 27.38% | 26.11% |
| Mar-21 | 29.64% | 27.38% |
| Apr-21 | 29.64% | 27.38% |
| May-21 | 32.22% | 30.12% |
| Jun-21 | 33.93% | 32.12% |
| Jul-21 | 33.93% | 32.12% |
| Aug-21 | 33.93% | 32.12% |
| Sep-21 | 33.93% | 32.12% |
| Oct-21 | 33.93% | 32.12% |
| Nov-21 | 36.30% | 34.85% |
| Dec-21 | 37.39% | 34.85% |
| Jan-22 | 38.19% | 37.39% |
| Feb-22 | 38.19% | 37.39% |
| March-22 | 38.74% | 38.34% |

4. **WHEREAS**, despite the fact that, the Authority and the Authority Engineer has extended all types of technical support/ COVID - 19 relief measures which has been issued by MoRTH from time to time, the EPC Contractor has failed to gain pace to complete the project in time.
5. **WHEREAS**, the Contractor was advised to procure all the materials and approvals required for completion of work during the non - working season and the Contractor has failed to submit the drawings and compliances for approval as well as to procure required materials for smooth progress during the working season
6. **WHEREAS**, the work progress against the target per month is alarming and with the current rate of progress, it is not possible for the contractor to handover the project in the prescribed time, furnished below, ready reckoned of physical progress

| Marine Piling Progress of Contractor | | |
|--------------------------------------|----------|----------------------------------|
| Month | Achieved | Target |
| October 2021 | 2 Piles | 6 Piles |
| November 2021 | 2 Piles | 6 Piles |
| December 2021 | 3 Piles | 6 Piles |
| January 2022 | 2 Piles | 6 Piles (Committed 12 Nos in VC) |
| February 2022 | 0 Pile | 6 Piles (Committed 12 Nos in VC) |
| March (Till Date) | 1 Pile | 6 Piles |

7. The box segment casting was started on 6th Feb 2022. The Contractor has committed to complete 2 segments per day. There are 336 segments to be completed. Out of which 13 No's has been casted till date. The contractor may explain how they are going to complete 336 segments in the prescribed time.
8. **WHEREAS**, notwithstanding with the above failure on the part of the Contractor, it seems that Contractor have shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.

9. **WHEREAS**, the Contractor's act is totally unethical and shows total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the Contractor has also proved that it is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project in question.
10. That be the case, it is clear and certain that in the above mentioned circumstances:
- (i) You have failed to achieve milestones.
 - (ii) You have failed to achieve targets/interim targets duly communicated by the Authority and its officers.
 - (iii) You have failed to mobilize machinery/ manpower as per the direction of the Authority or its officers.
 - (iv) You have shown total lack of ability to execute projects of such size.
 - (v) You have failed to abide by any lawful directions of the Authority or its officers.
 - (vi) You have not improved your performance in spite of numerous letters/notices as well as review meetings with the Authority.
 - (vii) You have violated the Contract Agreement signed between you and the Authority.
 - (viii) You have not followed the Good Industry Practice which is inherent in the Contract Agreement.
11. Your above acts of Omission and Commission has resulted in:
- (i) Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.
 - (ii) The Authority is losing goodwill of the people of Andaman & Nicobar Islands.
 - (iii) The Authority is losing reputation and credibility in the eyes of its stakeholder.
12. It is also stated that you have been fully aware that the project in question is of national importance and has already been delayed for the entire reasons attributable to you, when the time is the essence of the Contract.
13. All the earlier letters/correspondences/notices issued by the Authority to the EPC Contractor for improving its performance may be read as part and parcel of this non-performer notice.
14. Even though the Contractor has been repeatedly promising in various progress review meeting chaired by MD, NHIDCL fortnightly since January 2021 that the final completion would be by the schedule completion date and therefore it is regrettable to state that the contractor has failed miserably to honor their commitments.
15. Besides, it is uncertain that when the Contractor will achieve completion of the project as no appreciable effort has been noticed on Contractor's part yet to complete balance work activities at Site. The Contractor is neither submitting realistic work programme to complete the balance work nor any meticulous planning is seen for procurement of construction materials and other ancillary items in order to complete the project in the specific period of time. This shows the disregards to its commitments and proves that contractor is not at all bothered about the public discomfort that is being faced by people of Andaman and Nicobar because of slow progress of the project.
16. The EPC Contractor - M/s Mantena Vasishta Bridge JV has failed to explain to the show cause notice issued to them on 09/03/2022 ref (B) (i) above by the Authority's Engineer within the prescribed time, it is assumed that the contractor has nothing to explain and the Authority, NHIDCL to put the contractor in Non-Performance list.


17. **WHEREAS**, your overall poor performance has been witnessed by the Authority's Engineer, PMU as well as this office during whole tenure starting from the Appointment Date till date and various defaults has been observed from your end w.r.t. the contractual provisions. The same has been examined in line with MoRT&H bearing subject "Standard Operating Procedure to debar/penalize/declare the Contractor/Concessionaire as Non-Performer in National Highways and other Centrally Sponsored Road projects", issued vide Circular No. **RW/NH-33044/76/2021-S&R(P&B)** dated **06.10.2021** vide which MoRT&H has pointed out the various parameters owing to which the EPC Contractor may be declared as a "Non-Performer". The point wise assessment of the Authority's Engineer as well as PMU Mayabunder w.r.t. the said circular as well as to the contract provisions are as under:

- (i) *Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project/ Schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force Majeure.*
- (ii) *Fails to achieve the target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of concessionaire's failure/default.*

18. In view of the aforesaid facts and circumstances, the authority now has no other recourse but to issue a notice of Intention to declare the EPC Contractor, M/s Mantena Vasishta Bridge JV as 'Non-Performer', in light of the provisions stipulated in MoRT&H circular No. **RW/NH-33044/76/2021-S&R(P&B)** dated **06.10.2021** and/or applicable law of CA and seeking explanation within a period of **15 days** from the date of issue of this NOTICE, else action as per provision of the MoRT&H circular shall be taken.

19. This Notice is issued without prejudice to our rights applicable under the Contract Agreement, as well as the applicable laws.

20. This issues with the approval of ED (P), RO Port Blair.


(M. Ramkumaran)
Dy. General Manager (P),
NHIDCL, RO- Port Blair

Copy to: -

1. ED-I, NHIDCL HQ for kind information please.
2. GM(T), NHIDCL, HQ for information please.
3. GM(P), PMU Mayabunder for information please.
4. M/s Yongma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd for information please.

REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O),

Port Blair - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

WITHOUT PREJUDICE

No. NHIDCL/A&N/Middle Strait (106.590 to 107.762) /N27/2020/29

Date: 11.04.2022

To

M/s Mantena Vasishta Bridge (JV)

Plot no.23, Rao & Raju Colony,

Road no.2, Banjara hills,

Hyderabad-500034

Email: subbaraju.msk@gmail.com

[Kind Attention: Mr. V N Aditya Murthy Raju Kanumuri, Authorised Signatory]

Sub: Construction of Major Bridge over Middle Strait Creek between Km 106.590 to Km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Island in the Union Territory of Andaman & Nicobar Islands on EPC Mode: **Notice of Intention to declare the EPC Contractor M/s Mantena Vasishta Strait (JV) as "Non-Performance" - Reg.**

Ref:

(A) Reminders/Cautions/Slow Progress Correspondences made by PMU with the Contractor M/s Mantena Vasista Bridge JV:

- i) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2420 dated 02.04.2022
- ii) Authority's Engineer letter no. YM-LMA/AE/A&N/2022/2280 dated 29.03.2022
- iii) HQ, NHIDCL Letter no. NHIDCL/NH-223/Middle Strait Bridge/SCN/2016/999 dated 28.07.2021
- iv) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1177 dated 10.09.2021
- v) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1349 dated 30.09.2021
- vi) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1364 dated 04.10.2021
- vii) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/1402 dated 07.10.2021
- viii) PMU email dated 18th Nov. 2021 at 11:57 AM (gmandaman@nhidcl.com)
- ix) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2003 dated 17.01.2022
- x) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2023 dated 20.01.2022
- xi) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2033 dated 21.01.2022
- xii) PMU letter no. NHIDCL/BO/A&N/Middle Strait/N7/2018/2066 dated 31.01.2022
- xiii) EE (Plg-I), CE Office, APWD Letter no. 2-264 (24)/NH/SE(P)/CE/2021-22/131 dated 31.01.2022

(B) Correspondence made by Authority's Engineer M/s Yongma Engineering Co. Ltd. on the subject:

- i) Authority's Engineer letter no. YM-LMA/AE/A&N/2022/2248 dated 09/03/2022
- ii) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1875 dated 01/10/2021
- iii) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1858 dated 25/09/2021
- iv) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1826 dated 11/09/2021
- v) Authority's Engineer letter no. YM-LMA/AE/A&N/2021/1822 dated 10/09/2021

The work commenced with the Acceptance (LoA) issued to the EPC Contractor for the captioned project by NHIDCL on 18th Dec. 2017. The Agreement was signed on 02.01.2018 between Authority NHIDCL and the Contractor M/s Mantena Vasista Bridge JV. After considerable deliberations & delay thereupon, the contractor signed the Memorandum on 03rd

Jan, 2019, which was declared as the Appointed Date; in conformance to the definition therein vide Article 28 of the agreement.

In order to expedite the work, a number of review meeting were held/conducted with the contractor in attendance with the Authority's Engineer M/s Yongma Engineering Co. Ltd and others related to the management/work of the project are as follows: 13.01.2021, 03.02.2021, 18.02.2021, 24.02.2021, 17.03.2021, 07.04.2021, 28.04.2021, 10.05.2021, 02.06.2021, 23.06.2021, 14.07.2021, 06.08.2021, 27.08.2021, 28.09.2021, 20.10.2021, 16.11.2021, 17.12.2021, 14.01.2022 and 28.02.2022.

In every review meeting the contractor has given assurances regarding the work progress and continuously failed to meet the assurances, written and verbal, made to the Authority and the Authority Engineer for reasons which are best known and attributable to the Contractor.

WHEREAS, as per Clause 10.3.1 of EPC Contract Agreement, the Contractor shall construct the Project Highway in accordance with the Schedule set forth in Schedule-J. The 1095th day (One Thousand and Ninety Fifth day) from the Appointed Date (i.e., 2nd January 2022) shall be the scheduled completion date (the "Scheduled Completion Date") and accordingly the Milestones date & Scheduled Completion date falls on along with targeted financial progress (%) under the governance of Schedule-J are furnished below:

| MILESTONES | | | | | | |
|---|---------------|----------------|--------------------|---------------------------|----------------------------|--------------|
| Construction of Major Bridge over Middle Strait creek between Km. 106.590 to Km. 107.762 of NH-223 (New NH-4) connecting South Andaman and Baratang island in the union Territory of Andaman Nicobar Island on EPC Basis: | | | | | | |
| Milestone | % Achievement | Appointed Date | Duration (In days) | Falling Date as per C. A. | Milestone Date after EOT I | Achieve Date |
| Milestone-I | 10% | 3-Jan-19 | 350 | 19-Dec-19 | 9-Sep-20 | 9-Sep-20 |
| Milestone-II | 35% | | 650 | 14-Oct-20 | 11-Jul-21 | 30-Dec-21 |
| Milestone-III | 60% | | 850 | 2-May-21 | 27-Jan-22 | Failed |
| Schedule Completion Date | 100% | | 1095 | 2-Jan-22 | 29-Sep-22 | -- |

- WHEREAS**, the physical and financial progress of the project as on date is **38.19%** and **37.39%** respectively.
- WHEREAS**, in complete disregard to the strategic importance of the project, the EPC Contractor could not achieve the desired progress due to slow procurement of major construction materials, lack of skilled & unskilled workforce, lack of meticulous planning in connection to procurement of construction materials and other ancillary items, apathetic attitude to nonconformity with specifications and standards during execution of works leading to redoing of works and casual approach towards executing the project despite various reminders (as per cited references from PMU and Authority's Engineer).
- WHEREAS**, it has been noted that EPC Contractor has failed to achieve the Work program submitted by them and the progress of work achieved by the contractor indicating the slow rate of progress is furnished below as ready reckoned.

| Physical and Financial Progress of PKG: Bridge | | |
|--|-------------------|--------------------|
| Month | Physical Progress | Financial Progress |
| Aug-20 | 8.96% | 7.28% |

| | | |
|----------|--------|--------|
| Sep-20 | 11.33% | 10.49% |
| Oct-20 | 16.38% | 15.53% |
| Nov-20 | 16.80% | 15.53% |
| Dec-20 | 20.32% | 20.32% |
| Jan-21 | 26.53% | 26.53% |
| Feb-21 | 27.38% | 26.11% |
| Mar-21 | 29.64% | 27.38% |
| Apr-21 | 29.64% | 27.38% |
| May-21 | 32.22% | 30.12% |
| Jun-21 | 33.93% | 32.12% |
| Jul-21 | 33.93% | 32.12% |
| Aug-21 | 33.93% | 32.12% |
| Sep-21 | 33.93% | 32.12% |
| Oct-21 | 33.93% | 32.12% |
| Nov-21 | 36.30% | 34.85% |
| Dec-21 | 37.39% | 34.85% |
| Jan-22 | 38.19% | 37.39% |
| Feb-22 | 38.19% | 37.39% |
| March-22 | 38.74% | 38.34% |

4. **WHEREAS**, despite the fact that, the Authority and the Authority Engineer has extended all types of technical support/ COVID - 19 relief measures which has been issued by MoRTH from time to time, the EPC Contractor has failed to gain pace to complete the project in time.
5. **WHEREAS**, the Contractor was advised to procure all the materials and approvals required for completion of work during the non - working season and the Contractor has failed to submit the drawings and compliances for approval as well as to procure required materials for smooth progress during the working season
6. **WHEREAS**, the work progress against the target per month is alarming and with the current rate of progress, it is not possible for the contractor to handover the project in the prescribed time, furnished below, ready reckoned of physical progress

| Marine Piling Progress of Contractor | | |
|--------------------------------------|----------|----------------------------------|
| Month | Achieved | Target |
| October 2021 | 2 Piles | 6 Piles |
| November 2021 | 2 Piles | 6 Piles |
| December 2021 | 3 Piles | 6 Piles |
| January 2022 | 2 Piles | 6 Piles (Committed 12 Nos in VC) |
| February 2022 | 0 Pile | 6 Piles (Committed 12 Nos in VC) |
| March (Till Date) | 1 Pile | 6 Piles |

7. The box segment casting was started on 6th Feb 2022. The Contractor has committed to complete 2 segments per day. There are 336 segments to be completed. Out of which 13 No's has been casted till date. The contractor may explain how they are going to complete 336 segments in the prescribed time.
8. **WHEREAS**, notwithstanding with the above failure on the part of the Contractor, it seems that Contractor have shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.

9. **WHEREAS**, the Contractor's act is totally unethical and shows total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the Contractor has also proved that it is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project in question.
10. That be the case, it is clear and certain that in the above mentioned circumstances:
- (i) You have failed to achieve milestones.
 - (ii) You have failed to achieve targets/interim targets duly communicated by the Authority and its officers.
 - (iii) You have failed to mobilize machinery/ manpower as per the direction of the Authority or its officers.
 - (iv) You have shown total lack of ability to execute projects of such size.
 - (v) You have failed to abide by any lawful directions of the Authority or its officers.
 - (vi) You have not improved your performance in spite of numerous letters/notices as well as review meetings with the Authority.
 - (vii) You have violated the Contract Agreement signed between you and the Authority.
 - (viii) You have not followed the Good Industry Practice which is inherent in the Contract Agreement.
11. Your above acts of Omission and Commission has resulted in:
- (i) Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.
 - (ii) The Authority is losing goodwill of the people of Andaman & Nicobar Islands.
 - (iii) The Authority is losing reputation and credibility in the eyes of its stakeholder.
12. It is also stated that you have been fully aware that the project in question is of national importance and has already been delayed for the entire reasons attributable to you, when the time is the essence of the Contract.
13. All the earlier letters/correspondences/notices issued by the Authority to the EPC Contractor for improving its performance may be read as part and parcel of this non-performer notice.
14. Even though the Contractor has been repeatedly promising in various progress review meeting chaired by MD, NHIDCL fortnightly since January 2021 that the final completion would be by the schedule completion date and therefore it is regrettable to state that the contractor has failed miserably to honor their commitments.
15. Besides, it is uncertain that when the Contractor will achieve completion of the project as no appreciable effort has been noticed on Contractor's part yet to complete balance work activities at Site. The Contractor is neither submitting realistic work programme to complete the balance work nor any meticulous planning is seen for procurement of construction materials and other ancillary items in order to complete the project in the specific period of time. This shows the disregards to its commitments and proves that contractor is not at all bothered about the public discomfort that is being faced by people of Andaman and Nicobar because of slow progress of the project.
16. The EPC Contractor - M/s Mantena Vasishta Bridge JV has failed to explain to the show cause notice issued to them on 09/03/2022 ref (B) (i) above by the Authority's Engineer within the prescribed time, it is assumed that the contractor has nothing to explain and the Authority, NHIDCL to put the contractor in Non-Performance list.


17. **WHEREAS**, your overall poor performance has been witnessed by the Authority's Engineer, PMU as well as this office during whole tenure starting from the Appointment Date till date and various defaults has been observed from your end w.r.t. the contractual provisions. The same has been examined in line with MoRT&H bearing subject "Standard Operating Procedure to debar/penalize/declare the Contractor/Concessionaire as Non-Performer in National Highways and other Centrally Sponsored Road projects", issued vide Circular No. **RW/NH-33044/76/2021-S&R(P&B)** dated **06.10.2021** vide which MoRT&H has pointed out the various parameters owing to which the EPC Contractor may be declared as a "Non-Performer". The point wise assessment of the Authority's Engineer as well as PMU Mayabunder w.r.t. the said circular as well as to the contract provisions are as under:

- (i) *Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project/ Schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force Majeure.*
- (ii) *Fails to achieve the target progress or complete the project as per schedule agreed at the time of sanctioning of funds under One Time Funds Infusion (OTFI) or relaxations to contract conditions to improve cash flow solely on account of concessionaire's failure/default.*

18. In view of the aforesaid facts and circumstances, the authority now has no other recourse but to issue a notice of Intention to declare the EPC Contractor, M/s Mantena Vasishta Bridge JV as 'Non-Performer', in light of the provisions stipulated in MoRT&H circular No. **RW/NH-33044/76/2021-S&R(P&B)** dated **06.10.2021** and/or applicable law of CA and seeking explanation within a period of **15 days** from the date of issue of this NOTICE, else action as per provision of the MoRT&H circular shall be taken.

19. This Notice is issued without prejudice to our rights applicable under the Contract Agreement, as well as the applicable laws.

20. This issues with the approval of ED (P), RO Port Blair.


(M. Ramkumaran)
Dy. General Manager (P),
NHIDCL, RO- Port Blair

Copy to: -

- 1. ED-I, NHIDCL HQ for kind information please.
- 2. GM(T), NHIDCL, HQ for information please.
- 3. GM(P), PMU Mayabunder for information please.
- 4. M/s Yongma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd for information please.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

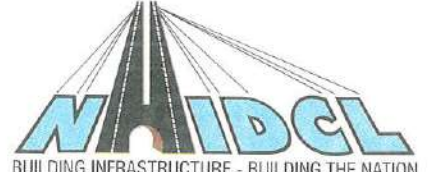
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National Highways & Infrastructure Development Corporation Limited

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



BHARATMALA
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

WITHOUT PREJUDICE

NHIDCL/NH-223/MiddleStraitBridge/SCN/2016

Date: 20.01.2023

To,

M/s MantenaVasishta Bridge (JV)
Mantena House, 2-56-33/12A,
Opp. MVV Court Yard,
Khanamet, Hyderabad - 500081.

Subject: Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman and Nicobar Islands on EPC basis: Notice for "Intention to Terminate" the EPC Contract on account of EPC Contractor's Default under clause 23.1 of Contract Agreement.

Ref:

- i. NHIDCL letter no. NHIDCL/NH-223/Middle Strait Bridge/2016/752 dated 25.02.2021 (Shaw cause notice for placing the EPC Contractor in the Negative List, issued by HQ NHIDCL to EPC Contractor).
- ii. NHIDCL letter no. NHIDCL/A&N/Middle Strait (106.590 to 107.762) /N27/2020/29 dated 11.04.2022 (Notice of intention to declare the EPC Contractor as "Non Performer" issued by RO Port Blair to EPC Contractor).
- iii. EPC Contractor letter no. MVB JV/MB-MS/305 dated 26.04.2022 (Reply to non-performer letter submitted by the EPC Contractor to PMU Mayabunder).
- iv. NHIDCL RO Port Blair letter no. NHIDCL/A&N/Middle Strait (106.590 to 107.762) /N27 /2020/168 dated 15.06.2022 (Notice to declare the EPC Contractor as "Non Performer" recommended by RO Port Blair to NHIDCL HQ).
- v. Minutes of the 51st meeting of the Executive Committee held on 13.07.2022.
- vi. HQ, NHIDCL letter no. NHIDCL/NH-223/Middle Strait Bridge/SCN/2016/1493 dated 21.07.2021 (Reply to recommendation of RO Port Blair)
- vii. This office letter no. NHIDCL/RO/A&N/107.76to129.445(Package-III)/N23 /2020/ 575 dated 10.11.2022 (Cure Notice issued by RO Port Blair to EPC Contractor).
- viii. Reply of Contractor letter no. MBB JV/MB-MHC/NHIDCL/2022-23 dated 09.01.2023.

1. Whereas, LOA for the work of "Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis" was issued to M/s Mantena Vasishta Bridge (JV) (referred as "EPC Contractor" hereinafter) on 18.12.2017 by NHIDCL (referred as "Authority" hereinafter).

2. WHEREAS, the Contract Agreement for executing the subject work was signed on 02.01.2018 between Authority and the EPC Contractor.

3. WHEREAS, the Appointed date for the project was fixed as 03.01.2019 and the EPC Contractor was obliged to complete the work within 36 (thirty-six) months from the appointed date i.e., on or before 02.01.2022, keeping in view the fact that time is the essence for the contract.

4. WHEREAS, the original date of Milestone-I, Milestone-II, Milestone-III and Milestone-IV were fixed as 19.12.2019, 14.10.2020, 02.05.2021 and 02.01.2022 respectively according to Schedule-J of Contract Agreement.

5. WHEREAS, the Milestones were revised and achievement of Milestones through grant EOT are as follows:

| Milestone | % Achievement | Appointed Date | Falling Date | Achievement Date | Milestone as per approved EOT |
|---------------|---------------|---------------------------|------------------------|------------------|-------------------------------|
| Milestone-I | 10% | 03 rd Jan 2019 | 19.12.2019 (Failed) | 09.09.2020 | 09.09.2020 |
| Milestone-II | 35% | | 14.10.2020 (Failed) | 22.02.2022 | 20.11.2021 |
| Milestone-III | 60% | | 02.05.2021 | Failed | 24.02.2022 |
| Milestone-IV | 100% | | 02.01.2022 | Failed | 26.09.2022 |

6. WHEREAS, Milestone-I (10%) was achieved on 09.09.2020 & Milestone-II (35%) was achieved on 22.02.2022, and the EPC Contractor has not achieved Milestone-III & Milestone-IV till date due to various reasons of defaults and breaches on the part of the Contractor under clause 23.1.1 of the Contract Agreement. The EPC Contractor could achieve only 40.14% Financial Progress as on 09.01.2023.

7. WHEREAS, as per Article 3.1 of the Contract Agreement, the EPC Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

8. WHEREAS, despite repeated notices from Authority/Authority's Engineer, the performance of the EPC Contractor was extremely poor and was not found satisfactory to the requirements of the project and having no other option left, the Authority issued Cure Notice to the EPC Contractor in accordance with the Clause 23.1.1 of the Contract Agreement vide RO letter no. NHIDCL/RO/A&N/107.76to129.445(Package-III)/N23/2020/ 575 dated 10.11.2022, and to rectify all the defaults of the Contract Agreement in a time bound manner within 60 (Sixty) days from the date of notice i.e., 09.01.2023.

9. WHEREAS, Authority Engineer has reviewed the cure period of the EPC Contractor and submitted the details of work done in Cure Notice are as follows:

| Sl. No. | Details | Total Scope (Nos) | Total done (Nos) | Work done in Cure Period | Balance |
|---------|-----------------|-------------------|------------------|-----------------------------|---------|
| 1 | Piles | 126 | 74 | 2 | 52 |
| 2 | PileCap | 17 | 10 | A-1 Reinforcement Completed | 7 |
| 3 | Segment Casting | 336 | 41 | 10 | 295 |
| 4 | Piers | 17 | 8 | P-6 First lift completed | 9 |

10. WHEREAS, EPC Contractor has failed to achieve the Work program submitted by it and the progress of work achieved by the EPC Contractor during working season indicating the slow rate of progress is furnished below as ready reckoned:

| Physical and Financial Progress | | | | |
|---------------------------------|-------------------|------------------------------|--------------------|-------------------------------|
| Month | Physical Progress | Cumulative Physical Progress | Financial Progress | Cumulative Financial Progress |
| Cum progress upto Dec-21 | - | 37.39% | - | 34.85% |
| Jan-22 | 0.80% | 38.19% | 2.54% | 37.39% |
| Feb-22 | 0% | 38.19% | 0% | 37.39% |
| March-22 | 0.55% | 38.74% | 0.95% | 38.34% |
| April-22 | 0% | 38.74% | 0% | 38.34% |
| May-22 | 0% | 38.74% | 0% | 38.34% |
| June-22 | 0.04% | 38.78% | 0% | 38.34% |
| July-22 | 0% | 38.78% | 0% | 38.41% |
| Aug-22 | 0.02% | 38.80% | 0% | 38.41% |
| Sep-22 | 0.02% | 38.82% | 0% | 38.41% |
| Oct-22 | 0.02% | 38.84% | 0% | 38.41% |
| Nov-22 | 0% | 38.84% | 0% | 38.41% |
| Dec-22 | 1.63 % | 40.47 % | 1.73% | 40.14% |
| January-23 (till Date) | 0 % | 40.47 % | 0 % | 40.14 % |

11. WHEREAS, the work progress against the target per month is alarming as per progress achieved against target mentioned below:

| Marine Piling Progress of Contractor | | |
|--------------------------------------|----------|--|
| Month | Achieved | Target |
| January 2022 | 2 Piles | 6 Piles (Committed 12 Nos in VC) |
| February 2022 | 0 Pile | 6 Piles (Committed 12 Nos in VC) |
| March 2022 | 1 Pile | 6 Piles |
| April 2022 | 0 Pile | 6 Piles |
| May 2022 | 0 Pile | 3 Piles |
| June 2022 | 1 pile | Work Program has not been submitted by EPC Contractor. |
| July 2022 | 0 pile | |

| | | |
|----------------------|---------|----------|
| August 2022 | 0 pile | |
| Sept 2022 | 0 pile | |
| Oct 2022 | 0 pile | |
| Nov 2022 | 2 piles | |
| Dec 2022 | 0 pile | |
| Jan 2023 (till date) | 0 pile | |
| | | 6. Piles |

12. WHEREAS, considering the importance of the project for the public at large and to expedite the progress of work, various review meetings were conducted with the EPC contractor on 10.08.202, 12.10.2020, 03.11.2020, 24.11.2020, 15.12.2020, 13.01.2021, 03.02.2021, 24.02.2021, 17.03.2021, 07.04.2021, 28.04.2021, 10.05.2021, 02.06.2021, 23.06.2021, 14.07.2021, 06.08.2021, 27.08.2021, 29.09.2021, 19.10.2021, 16.11.2021, 14.12.2021, 17.12.2021, 23.12.2021, 11.01.2022, 25.05.2022, 28.07.2022, 24.08.2022, 23.09.2022 and 31.10.2022 and in every review meeting the Contractor has given a new date for completing the project, which has proven to be evidently false.

13. WHEREAS, the EPC Contractor has consistently failed to achieve the interim targets and fulfil all the assurances, written and oral, made to the Authority given during the review meetings. The reasons for occurrence of the said defaults are solely attributable to the EPC Contractor.

14. WHEREAS, Authority has extended its full cooperation, all the facilities and relaxations for retention money, Secured Advance given for Materials, Secured Advance given on PBG, EoT etc. to the EPC Contractor, keeping in view the interest of the project and for completion of the project. However, the EPC Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

15. WHEREAS, the EPC Contractor has failed to achieve the Physical and Financial target promised in the VC meeting held on 16.11.2021 at the beginning of the working seasons and meeting held on 25.05.2022 at the end of the working season. EPC Contractor also failed to achieve any progress even after caution VC held on 23.09.2022.

16. WHEREAS, the EPC Contractor has not shown any intent to undertake the construction work at site and has deployed absolutely no manpower, machinery, plant or any resource for any work and made further false statements on telephone instead of rectifying their defects. This clearly establishes the lackadaisical and casual approach of the EPC Contractor in executing the project and would categorically indicate that the contractor was at all material times pursuing a different agenda and was not sincere or serious about project maintenance & completion where huge importance of the project for the public demand in North & Middle Andaman District.

17. WHEREAS, the Authority determined that the EPC Contractor has miserably failed to cure any of the defaults as specified in the Cure Notice and thereby causing delay in progress of the project, compromising with the safety and maintenance which was instantly requirements of the project highway and causing irreparable loss to the Authority, the Authority need to take further steps; and

4

18. WHEREAS, the EPC Contractor, in addition to the failure to cure any of the defaults, was still not showing any interest or genuine intention to execute the work. Moreover, the EPC Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

19. WHEREAS, the EPC Contractor has consistently failed to achieve the interim targets and fulfil all the assurances, written and oral, made to the Authority given during the review meetings. The reasons for occurrence of the said defaults are solely attributable to the EPC Contractor.

20. WHEREAS, Authority has extended its full cooperation, all the facilities and relaxations for retention money, Secured Advance given for Materials, Secured Advance given on PBG, EoT etc. to the EPC Contractor, keeping in view the interest of the project and for completion of the project. However, the EPC Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

21. WHEREAS, during the review meeting of the project held on 23.09.2022 under the chairmanship of MD, NHIDCL, the EPC Contractor was categorically directed to mobilize resource and submit the project wise detailed plan for execution of work for physical and financial progress. A period of 15 days was granted to the EPC Contractor to show case his intentions on completion of works by deploying required resources. However, no such attempt was made nor visible on project site even today on this date.

22. WHEREAS, P1 pile cap and P6 pile cap has been completed on 05.05.2022 and 15.07.2022 respectively. But till date pier shaft of P1 and P6 not executed even after 05 months elapsed.

23. WHEREAS, the box segment casting was started on 6th Feb 2022. The EPC Contractor has committed to complete 2 segments per day. There are 336 segments to be completed. The current rate of casting is 4 segments per month which is very slow. At the present pace, the EPC Contractor going to take almost 4-5 Years even for casting of segments.

24. WHEREAS, MD NHIDCL during site visit dated 10.06.2022 and 11.06.2022 had strictly instructed to speed up the work with revised work program with additional resource, but the EPC Contractor has failed to implement the revised work program.

25. WHEREAS, notwithstanding with the above failure on the part of the EPC Contractor, it seems that EPC Contractor has shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.

26. WHEREAS, the EPC Contractor's act is totally unethical and shows a total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the EPC Contractor has also proved that he is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project and miserably poor state of the road stretch in question.

27. WHEREAS, this office has been receiving numerous RTI's/ Public Grievances/ twitter posts regarding slow progress which is contrary to the Clause 10.4.1 of the Contract Agreement, leading to NHIDCL losing reputation and credibility in Andaman and Nicobar Islands; and

28. WHEREAS, providing safety measures as per clause 14.4 of the Contract Agreement & IRC: SP:55-2014 is one of the prime responsibilities of EPC Contractor. But failure to provide

adequate safety measures as per Good Industry Practice in the working zone which has resulted in inconvenience to the public and vehicular traffic movement; and

29. WHEREAS, The EPC Contractor unprofessional and non-serious attitude towards the project shall not be tolerated, his above acts of omission and Commission has resulted in;

- i. Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.
- ii. The Authority is losing goodwill of the people of Andaman & Nicobar Islands
- iii. The Authority is losing reputation and credibility in the eyes of its stakeholder.

30. WHEREAS, all the earlier letters/correspondences/notices issued by the Authority to the EPC Contractor for improving its performance may be read as part and parcel of this Notice.

31. In spite numerous verbal and written instructions, the EPC Contractor has submitted work program for balance works, but the same is not implemented on ground. RO Port Blair had also recommended EPC Contractor as non-performer vide letter no NHIDCL/A&N/Middle Strait (106.590 to 107.762)/N27/2020, dated 15.06.2022. A cure period notice was also given to contractor vide letter no. YM-LMA/AE/A&N/2021/2352 dated 06/05/2022, but after end of cure period notice as per Article 23 of Clause, which was intimated to Authority vide letter YM/A&N/2022/001 dated 05/07/2022. But the matter was placed before 51thEC meeting on 13.07.2022 and the Executive Committee deliberated the agenda and decided to further watch the performance of the contractor for next three months before taking a decision vide letter no NHIDCL/NH-223/Middle Strait Bridge/SCN/2016/1493, Dated:-21/07/2022. Again, lapse of 03 months no improvement has been seen at project site. It shows the lackadaisical approach of contractor towards work progress and also violation of Contract Agreement signed between contractor and Authority.

32. WHEREAS, it has become evident that the EPC Contractor is not in a position to execute the Contract within the provisions of the Contract Agreement and continues to be in default of most of the obligations as brought out in the 'Cure Notices' leading to a major Material Adverse Effect on the Contract, Whereas, the EPC contractor has breached the contract Agreement, inter-alia, with the following defaults in terms of the clause 23.1.1 of Article 23 of the Contract Agreement.

Sub Clause 23.1.1 (c): The contractor does not achieve the latest outstanding project milestone due in accordance with the provisions of Schedule J, subject to any Time extension, and continues to be in default for 45 (forty-five) days,

Sub Clause 23.1.1 (d): The contractors abandon or manifest intention to abandon the construction or maintenance of the project highway without the prior written consent of the Authority,

Sub Clause 23.1.1 (e): The Contractors fails to proceed with the works in accordance with provisions of clause 10.1 or stops works and/ or the maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer.



Sub Clause 23.1.1 (h): The Contractor fails to rectify any defects, the non-rectification of which shall have a material adverse effect on the project, within the time specified in this agreement or as directed by the Authority's Engineer.

Sub Clause 23.1.1 (q): The Contractor has failed to fulfil any obligation, for which failure termination has been specified in this Agreement;

Sub Clause 23.1.1 (r): The Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.

33. WHEREAS, the Authority in the interest of the project and since Public Money is involved, Authority is no more in a position to remain as a silent observer on this. However, it is plainly apparent at this stage that the EPC Contractor is not at all serious and has shown no intent to execute the project which is causing Immense public suffering in Middle & North Andaman and due to this, the Authority is losing reputation and credibility in the eyes of its stakeholder and goodwill of the people of Andaman & Nicobar Islands.

34. WHEREAS, in view of the aforesaid facts and circumstances, the authority now has no other recourse but to issue this notice to the EPC Contractor, M/s Mantena - Vasishta Bridge (JV) for the subject project, in light of the provisions stipulated under Clause 23.1.2 and/or applicable law of CA and seeking representation within a period of 15 days from the date of issue of this NOTICE, else action as per provision of the Contract Agreement shall be taken.

35. WHEREAS, RO-Port Blair issue of cure notice for Intention to terminate the EPC Contractor under clause 23.1.1 of CA on 10.11.2022. The EPC Contractor submitted their replay vide letter no. MBBJV/MB-MHC/NHIDCL/2022-23 on 09.01.2023 the reply is not satisfactory.

36. This Notice is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and / or applicable law.

37 This issues with the approval of the Competent Authority.



(Rajendra Singh Yadav)

Executive Director-IV(Tech)

Copy for kind information:

- i. PS to MD, NHIDCL, New Delhi
- ii. PS to Director (Tech), NHIDCL, New Delhi.
- iii. ED (P), Port Blair.

- 7/7 -

REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O),

Port Blair - 744 105, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/211 Date:20.04.2023

To,


M/s Mantena Vasishta Bridge (JV)
Plot No. 23, Rao & Raju Colony
Road No. 2, Banjara Hills,
Hyderabad - 500034

Subject: NON ACHIEVEMENT OF TARGETS AS PER THE ASSURANCES OF EPC CONTRACTOR IN THE MEETING OF 6TH DEC 2022 AND PERSISTING SLOW PROGRESS & UN-CURED DEFAULTS OF EPC CONTRACTOR, AND NOTICE TO CONTRACTOR FOR IMPOSING DAMAGES IN PURSUANCE WITH PROVISION OF CLAUSE 103 & 10.6 OF ARTICLE OF CONTRACT AGREEMENT FOR "Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis: Regd.

1. Refs: -

- i. EPCC's Letter no. Mantena Vasishta Bridge JV/AE/2022/109/, dated 16.08.2022
 - ii. AE's letter no. YM-LMA/AE/A7N/2023/376, dated 15.02.2023
 - iii. EPCC's Letter no. Mantena Vasishta Bridge JV/AE/2022/137, dated 15.03.2023
 - iv. AE's letter no. YM-LMA/AE/A7N/2023/434, dated 18.03.2023
 - v. This office letter no. NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/176, dated 27.03.2023
 - vi. PMU's letter no. NHIDCL/BO/A&N/Middle strait/N7/2018/410, dated 01.04.2023
 - vii. This office letter no. NHIDCL/RO/A&N/Middle Strait (106.590 to 107.762)/N27/2020/187, dated 06.04.2023
 - viii. EPCC's Letter no. VCPL/Andaman/Middle strait/2022-23/008/HO, dated 17.04.2023
2. As per Clause 21.1 of the Contract Agreement, the allotment of stone quarries is not considered as Force Majeure. Moreover, other Contractors working on NH-04 or for other agencies of A&N Islands are buying stone aggregates from open market and executing their projects same could have been done by you also. It is a fact that a dedicated quarry was allotted for NHIDCL, which was further handed over to you for exclusive use on NH-04 projects, including Major Bridge over Middle Strait.
3. Further, it has been observed that the EPC contractor inspite of having the quarry material available has achieved only 3.31% physical progress since February 2022, and thus failed in execution of project. It clearly indicates non-performance and sheer negligence on part of the EPC contractor in adhering to the submitted work program.

4. Under these circumstances, the authority has no option but to implement the following measures, as already informed through a letter dated 06.04.2023: -
- i. For balance work/ incomplete work of subject project, each day beyond 29th Sept, 2022, the EPC contractor would be penalized, until the completion of project, as per clause-10.6, 10.3.0, and 1.4.2(a) of contract Agreement.
 - ii. In the present proposal of EOT, only 200 days of EOT may be availed with Liquidity Damage (LD) of Rs. 17.04 crore as per Clause 10.3.3, and with the approval of competent Authority.
 - iii. For any additional duration claim/extension of time beyond 200 days w.r.t 29th sept, 2022, EPC contractor has to propose additional EOT upon expiry of completion of 200 days extension: full EOT in one go (with LD) could not be availed as per the provision of contract Agreement.
 - iv. Further, as per clause 10.6 of Contract Agreement, the contract is liable for termination upon unsatisfactory performance of EPCC on expiry of extended project tenure.
5. In view of above, necessary action, as deemed fit, will be taken by the Authority as per contract provision, as your submission has no proper justification in progressing the project as per Schedule.


Col. Praveen Hooda, SM (Retd)
Executive Director (P)

Copy to:

- (i). Executive Director (T)-IV, HQs NHIDCL: for Kind information please.
- (ii). DGM(T), HQs NHIDCL: for information please.
- (iii). GM(P), PMU Mayabunder: For Information and necessary action.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार

परियोजना प्रबंधन यूनिट - मायाबंदर, आईसीआईसीआई बैंक के ऊपर,

पोस्ट - वेबी, मायाबंदर - ७४४२०४, ईमेल: sr.kelaneya@nhidcl.com

National Highways & Infrastructure Development Corporation Limited.

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

Project Management Unit: Mayabunder, 2nd Floor, Above ICICI Bank, Village-Lucknow,

Mayabunder-744204 (A&N), Email: sr.kelaneya@nhidcl.com

(भारत सरकार का उद्यम)



BHARATMALA
ROAD TO PROSPERITY



CIN:U45400DL2014GOI26906

(A GOVT. OF INDIA UNDERTAKING)

NHIDCL/B.O/A&N/Middle Strait/N7/2018/367

Date: 24.03.2023

To,

M/s Mantena Vasishta Bridge JV
Plot No. 23, Rao & Raju Colony,
Road No.2, Banjara Hills,
Hyderabad - 500034

Sub: Construction of Major Bridge Over Middle Strait Creek Bridge km 106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on Engineering, Procurement & Construction EPC Mode: Notice on Slow Progress-regd.

With reference to the captioned subject. Your attention is invited toward the Progress of work in the subject project achieved in the current Financial Year. As per the report received from the Authority's Engineer a total no. of 29 of Precast Box Girder segment, 5 nos. of piles and 1 no. of Pile Cap has been cast since 1st April' 2022 and almost no work is in progress since December-2022. It is important to note that the last concreting work done at site was on 6th Feb-2023 and the progress of work is Nil for almost 02 months' time.

It is also important to mention that the total physical progress in this Financial Year is only 2.72% only and at this pace it looks almost impossible the balance work can be completed in the stipulated time committed by the contractor.

In view of the aforementioned facts and circumstances, it is once again directed to expedite the work and deploy additional machinery, manpower and also make necessary arrangements for the timely procurement of Construction Materials to complete the work in time.

This is for your information and necessary action.

Yours Sincerely,

(Shri Ram Kelaneya)

Col. (Retd.)

General Manager (P)

- Copy to: 1. The Executive Director (P), RO, Port Blair- For kind information.
2. The Team Leader, M/s Yongma Engineering Co. Ltd: For information.

National Highways & Infrastructure Development Corporation Limited

Regional Office-Port Blair: Ward No. 23, Near Air Force Station, Prothrapur, Garachanna (PO),

Port Blair 744105 | Email Id: edp.portblair@nhidcl.com

Headquarter: NHIDCL, 3rd Floor, PTI Building, 4 Parliament Street, New Delhi-110001 |

Website: www.nhidcl.com

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

WITHOUT PREJUDICE

No. NHIDCL/ NH-223/Middle Strait Bridge/2016/752

Date: 25.02.2021

To

M/s Mantena Vasishta Bridge (JV)
Plot no.23, Rao & Raju Colony,
Road no.2, Banjara hills,
Hyderabad-500034
Email:subbaraju.msk@gmail.com

Subject: Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on EPC Basis. - **Show Cause Notice for placing the EPC Contractor in the 'Negative List' of NHIDCL. - Reg.**

Sir,

1. **WHEREAS**, LOA in connection with the work of "Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang islands in the Union territory of Andaman & Nicobar Islands on EPC Basis was issued to M/s Mantena Vasishta Bridge (JV) on 18.12.2017.
2. **WHEREAS**, the Contract Agreement for the project in question was signed on 02.01.2018 between NHIDCL and M/s Mantena Vasishta Bridge (JV).
3. **WHEREAS**, the Appointed Date was mutually fixed as 03.01.2019 and the Contractor was obliged to complete the work within 36 months i.e. on or before 02.01.2022, keeping in view the fact that time is the essence for the contract. However, in complete disregard to the aforesaid stipulation, the Contractor had failed to undertake the construction work at the requisite pace, inter alia, due to inadequate deployment of machinery, plant, material, and manpower. However, to say the least, the progress of work has been dismal since start of the Project and the contractor has been able to achieve physical progress only upto 26.95% and financial progress upto 20.32% as on date. This clearly establishes the lackadaisical and casual approach of the contractor in executing the project of strategic importance. Accordingly, due to slow progress of work, during review meeting of the project on 29.01.2020, on 20.02.2020 again non-refundable penalty of Rs.50,0000/- was imposed upon the EPC Contractor, but the EPC Contractor has not improved its performance and is executing the project with casual approach.
4. **WHEREAS**, considering the importance of the project for the public at large and to expedite the progress of works, Review Meetings were conducted with the Contractor on 10.08.2020, 12.10.2020, 03.11.2020, 24.11.2020, 15.12.2020 and 13.01.2021.
5. **WHEREAS**, the Contractor has continuously failed to meet the project timelines and fulfill all the assurances, written and oral, made to the Authority. The reasons for occurrence of the said defaults are solely attributable to the Contractor.

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Handwritten signature/initials

6. **WHEREAS**, NHIDCL has extended its full cooperation, all the facilities and advances, Extension of Time etc. to the Contractor, keeping in view the interest of the project. However, the Contractor has not yet shown any indication to put its house in order and live upto the commitment made during the various Review Meetings.

7. **WHEREAS**, the contractor has failed to achieve the financial target promised in the 1st Conciliation meeting held on 20.11.2020 for the remaining months of FY-2020-21.

8. **WHEREAS**, now, executing the Project with the current speed, it is not possible for the Contractor, to hand over the project in question.

9. **WHEREAS**, notwithstanding with the above failure on the part of the Contractor, it seems that Contractor have shown complete disregard for public importance of the project and have also shown total disregard to the strategic utility of the project.

10. **WHEREAS**, the Contractor's act is totally unethical and shows total disregard to its commitment made during the Review Meetings as well as to its own undertaking, moreover, the Contractor has also proved that it is not at all bothered about the public discomfort that is being faced by the people of Andaman & Nicobar Islands because of slow execution of the project in question.

11. That be the case, it is clear and certain that in the above mentioned circumstances:

(i) You have failed to achieve milestones.

(ii) You have failed to achieve targets/interim targets duly communicated by the Authority and its officers.

(iii) You have failed to mobilize machinery/ manpower as per the direction of the Authority or its officers.

(iv) You have shown total lack of ability to execute projects of such size.

(v) You have failed to abide by any lawful directions of the Authority or its officers.

(vi) You have not improved your performance in spite of numerous letters/notices as well as review meetings with the Authority.

(vii) You have violated the Contract Agreement signed between you and the Authority.

(viii) You have not followed the Good Industry Practice which is inherent in the Contract Agreement.

12. Your above acts of Omission and Commission has resulted in:

(i) Immense Public suffering because the said project on which you are working and which has been delayed, is crucial and has strategic importance.

(ii) The Authority is losing goodwill of the people of Andaman & Nicobar Islands.

(iii) The Authority is losing reputation and credibility in the eyes of its stakeholder.

The block contains two handwritten marks in blue ink. On the left is a stylized signature, possibly reading 'L. S.', consisting of a large 'L' followed by a horizontal line and a small 'S'. To the right of this is a set of initials, appearing to be 'Y' followed by 'B'.

- 3 -

13. It is also stated that you have been fully aware that the project in question is of national importance and has already been delayed for the entire reasons attributable to you, when the time is the essence of the Contract.

14. Since, the Contractor has deliberately caused breach to Clause 1(i), (ii), (iii), (vi), (vii) and (xii) of the Office Order No. 227/2020 dated 15.12.2020 of NHIDCL/Authority and the relevant provisions of the Contract Agreement dated 21.02.2019, therefore, NHIDCL is inclined to restrain M/s Mantena Vasishta Bridge (JV)., from any other project in NHIDCL and for that purpose; we propose to place its name in the Negative List of the Authority.

15. In view of the aforesaid facts and circumstances, you are called upon to explain in writing within 30 days of receipt of this Notice as to why, M/s Mantena Vasishta Bridge (JV)., should not be placed in 'Negative List' and bear the consequences thereof by which the Contractor including all its JV partners and their Related Parties shall not be eligible to bid in any of the Authority's contracts/projects for a period of 2 years from the date of being placed in the negative list or till the completion of ongoing contract or removal of the Contractor from Negative List, whichever is earlier.

16. This Show Cause Notice is issued without prejudice to our rights applicable under the Contract Agreement, as well as the applicable laws.

17. This issues with the approval of the Competent Authority.

Yours faithfully,



(V. Jaiswal)

Dy. General Manager, NHIDCL

Copy To:

- i. ED(P), RO-Port Blair, NHIDCL
- ii. Team Leader, M/s Yongma Engineering Company Ltd in association with Techniko Consultancy Services Pvt. Ltd.

REGIONAL OFFICE - PORT BLAIR
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LTD.

(Ministry of Road Transport & Highways Government of India)

Regional Office: Ward No. 23, Near Air Force Station, Prothrapur, Garacharma (P.O),

Port Blair - 744 106, Ph: 03192 - 296755

Email: edp.portblair@nhidcl.com



A GOVT. OF INDIA UNDERTAKING

NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/176

Dated: 27.03.2023

To

- | | |
|---|--|
| <p>(1) M/s Mantena Vasishta Bridge (JV) Mantena House, 2-56-33/12A, Opp. MVV Court Yard, Khanamet, Hyderabad - 500081 E-mail: - ramaraju@vasishta.in</p> | <p>(3) M/s Vasishta Construction Pvt Ltd Plot No. 23, Rao & Raju Colony, Road No. 2, Banjara Hills, Hyderabad - 500034 E-mail: - ymnh4jv-pgk3@vasishta.in</p> |
| <p>(2) M/s Mantena - Vasishta Strait (JV) Mantena House, 2-56-33/12A, Opp. MVV Court Yard, Khanamet, Hyderabad - 500081 E-mail: - ymnh4jv-pkg-4@vasishta.in</p> | <p>(4) M/s Vasishta Mantena NH (JV) Plot No. 23, Rao & Raju colony Road No. 2, Banjara Hills, Hyderabad - 500034 E-mail: - ymnh4-pkg-2@vasishta.in</p> |

SUBJECT: - NON-ACHIEVEMENT OF TARGETS AS PER THE ASSURANCES OF EPC CONTRACTOR IN THE MEETING OF 6TH DEC 2022 AND PERSISTING SLOW PROGRESS & UN-CURED DEFAULTS OF EPC CONTRACTORS FOR THE FOLLOWING WORKS:

- (i) Construction of Major bridge over Middle Strait creek between km 106.59 to km 107.762 of NH-223 (New NH-4) connecting South Andaman & Baratang Islands in the union territory of Andaman and Nicobar Islands on EPC basis
- (ii) Rehabilitation and up-gradation of section from Km 107.760 to Km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarawa to Rangat) of NH-4 (Total Length: 54.71 Km) to 2-Lane with hard shoulder in the in the Union Territory of Andaman& Nicobar Islands on EPC Basis (Package-III)
- (iii) Rehabilitation and up-gradation of section from Km 206.000 to Km 239.425 (Total length: 33.405 km) of NH-4 (Old NH-223) (Nimbutala to Austin Creek) of NH-4 (Old NH-223) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV)
- (iv) Rehabilitation and Up-gradation of section from km 242.00 to km 298.00 of NH-223(New NH-4) 2 lane with hard shoulder in the Union territory of Andaman and Nicobar Islands on EPC basis (Package-II)

Ref:

- (i) Minute of 1st Conciliation meeting for subject project dated on 23.11.2020.
- (ii) Minute of 2nd Conciliation meeting for subject project dated on 16.02.2021.
- (iii) Minute of 3rd Conciliation meeting for subject project dated on 08.09.2021.
- (iv) Cure notice of Middle Strait Creek Bridge vide letter no. NHIDCL/RO/A&N/middle strait (106.590 to 107.762)/N27/2020/575 dated on 10.11.2022.
- (v) Cure notice of PKG-III vide letter no. NHIDCL/RO/A&N/107.760-129.445(Package-III)/ N23/ 2020/574 dated on 10.11.2022.
- (vi) Cure notice of PKG-IV vide letter no. NHIDCL/RO/A&N/206-239.445/N22/2020/576 dated on 10.11.2022.

- (vii) Cure notice of PKG-II vide letter no. NHIDCL/RO/A&N/242-298/N13/2020/573, dated 10.11.2022.
- (viii) Final MoM for the Meeting chaired by Dlr(T), HQ, NHIDCL, held at RO-Port Blair on 6TH & 7TH Dec 2022.
- (ix) EPCC's Response to the Cure notices of Middle Strait Creek Bridge vide letter no. MVB JV/MB-MSCL/ 2022/ 23, dated 09.01.2023.
- (x) EPCC's Response to the Cure Notice of Package-III, vide letter no. Mantena Vasishta Strait JV/ NHIDCL/ 2022-23/01, dated 09.01.2023.
- (xi) EPCC's Response to the Cure Notice of Package-IV, vide letter no. Vasishta Construction/ NHIDCL/ 2022-23/01, dated 09.01.2023.
- (xii) EPCC's Response to the Cure Notice of Package-II, vide letter no. VMNH JV/NHIDCL/PB-101/2022-23, dated 15.01.2023.
- (xiii) Intention to Termination Notice of Middle Strait Creek Bridge, by issued from HQ, NHIDCL vide letter no. NHIDCL/NH-223/ Middle Strait Bridge/SCN/2016, dated 20.01.2023
- (xiv) Intention to Termination Notice of Package-III, by issued from HQ, NHIDCL vide letter no. NHIDCL/A&N/NH-4/Package-III/ Termination/2017, dated 20.01.2023.
- (xv) Intention to Termination Notice of Package-IV, by issued from HQ, NHIDCL vide letter no. NHIDCL/A&N/NH-4/Package-IV/ Termination/2018, dated 20.01.2023.
- (xvi) EPCC's Response to the Intention to Termination of Middle Strait Creek Bridge, to HQ, NHIDCL vide letter no. MYBJV/MB-MSCL/2022/24, dated 02.02.2023.
- (xvii) EPCC's Response to the Intention to Termination of Package-III, to HQ, NHIDCL, vide letter no. Mantena Vasishta Strait JV/ NHIDCL/ 2022-23/002, dated 02.02.2023.
- (xviii) EPCC's Response to the Intention to Termination of Package-IV, to HQ, NHIDCL, vide letter no. Vasishta Construction/ NHIDCL/ 2022-23/02, dated 02.02.2023.
- (xix) AE's clarification & ground report for Middle Strait Creek Bridge, vide letter no. YM-LMA/ AE /A&N/2023 /362 (T.1), dated 10.02.2023
- (xx) AE's clarification & ground report for Package-III, vide letter no. YM-LMA/AE/A&N/2023/ 364 (T.2), dated 11.02.2023
- (xxi) AE's clarification & ground report for Package-IV, vide letter no. YM-LMA/AE/A&N/2023/ 366 (T.3), dated 13.02.2023
- (xxii) PMU's clarification & ground report for Middle Strait Creek Bridge, vide letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/184A, dated 10.02.2023
- (xxiii) PMU's clarification & ground report for Package-III, vide letter no. NHIDCL/ BO/ A&N/ Package-III/N-9/ 2018/188A, dated 11.02.2023
- (xxiv) PMU's clarification & ground report for Package-IV, vide letter no. NHIDCL/BO/ A&N/ Package-IV/ N-10/ 2018/195A, dated 13.02.2023
- (xxv) Special Officer's 1ST Report submitted to Hon'ble High Court for Inspection dated 17.12.2022
- (xxvi) Special Officer's 2ND Report submitted to Hon'ble High Court for Inspection dated 03.02.2023 & 04.02.2023
- (xxvii) PMU's seeking status of work progress from AE (M/s Eptisa), vide letter no. NHIDCL/BO/A&N/NH-4/242-298/N-6/2018/331, dated 18.03.2023.
- (xxviii) PMU's Notice to EPCC on Slow Progress in Middle Strait Creek Bridge, vide letter no. NHIDCL/BO/A&N/Middle Strait/N-7/2018/367, dated 24.03.2023
- (xxix) PMU's Notice to EPCC on Slow Progress in Package-III, vide letter no. NHIDCL/ BO/ A&N/ Package-III/N-9/ 2018/365, dated 24.03.2023


(xxx) PMU's Notice to EPCC on Slow Progress in Package-IV, vide letter no. NHIDCL/BO/ A&N/ Package-IV/ N-10/ 2018/366, dated 24.03.2023

2. In view of the aforementioned subject and letters cited under reference, following is informed:

- (i) Since the commencement of subject projects, inadequate deployment of resources, persistently slow progress, sub-standard works and abandoning of project sites without proper maintenance, various notices have been served to the EPC Contractor prior to November 2022, in lieu with which either delusional replies or empty assurances have been made by EPCC from time to time; Minutes of three Conciliation Meeting dated 23.11.2020, 16.02.2021 and 08.09.2021 may kindly be referred.
- (ii) As per clause 23.1.1 of respective contractor agreements, 60 days Cure Notices for the subject projects were issued vide letters cited under reference from (iv) to (vii), with the approval of Competent Authority. Subsequently, all the projects were comprehensively reviewed by Director(T), HQ, NHIDCL on his visit from 6TH Dec 2022 to 7TH Dec 2022. During this Review Meeting by Director(T) at RO-Port Blair, certain targets were assured & committed by EPC Contractor for all the subject projects; Minutes of Meeting may kindly be referred. Further, in lieu with the cure notices delusional & deceptive responses has been reciprocated by the EPCC, cited under reference (ix) to (xii), wherein no new submissions have been made the EPCC, and all the defaults of EPCC as existed before issue of cure notices remains unchanged.
- (iii) In view of persisting defaults of EPCC, the Competent Authority as per clause 23.1.2 of respective contractor agreements, has issued 15days intention to termination notices to the EPCC for the subject projects (i) to (iii) i.e., Middle Strait Creek Bridge, Package-III, and Package-IV only; letter cited under reference (xvi) to (xviii) may be referred.
- (iv) Responses against Notices for Intention to Termination, were made by EPCC vide letters dated 02.02.2023. In this regard, clarification & ground report of AE and PMU were made vide letters cited under reference (xix) to (xxiv). Wherein it clarification made are self-explanatory, further it may be noticed that no significant progress has been achieved. Same observations of slow progress and uncured defaults were also reflected in the reports of Judicial Reviewing Special Officers, Appointed by Hon'ble Calcutta High Court (Port Blair Bench) ; reports cited under reference (xxv) & (xxvi) may be referred.
- (v) In regard with the Subject Project (iv), upon persistent no significant progress & completion of Cure Notice Period of 60 days, PMU-Mayabunder has sought for status of progress, status of resources deployed by EPC, evaluation of possibility if completion of Package-II by 31-03-2023 and in case of incapacibilities of EPCC notice in accordance with clause 23.1.2 & in subsequence of Cure Notice, may be initiated if deemed fit; letter cited under reference (xxvi) may be referred.
- (vi) In regard with the Subject Project (i) to (iii), upon persistent no significant progress & completion of Notices for Intention to Termination, PMU have issued slow progress notices vide letters cited under reference (xxvii) to (xxix) may be referred which is self-explanatory.

3. In continuation to above, following are progress on subject projects:

- (i) Construction of Middle Strait Creek Bridge: 41.50% progress as on 25-Mar-2023, against 39.63% progress as on 06-Dec-2022


QMCP
27.03.2023

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 | Progress as on 06-12-2022 | Progress as on 10-02-2022 | Achievement | Achievement against commitment (%) |
|---------|---------------------|-------------|---|---------------------------|---------------------------|--|------------------------------------|
| | | | [For the period from 06 Dec'22 to Feb'23] | | | [For the period from 06 Dec'22 to 10 Feb'23] | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = (6 - 5) | (8) = (7 / 4) x 100 |
| 1 | Piles | 126 | 11 | 74 | 74 | 0 | 0% |
| 2 | Pile Caps | 17 | 2 | 10 | 11 | 1 | 50% |
| 3 | Piers | 17 | 3 | 8 | 8 | 0 | 0% |
| 4 | Pier Caps | 17 | 9 | 0 | 0 | 0 | 0% |
| 5 | Segment Casting | 336 | 60 | 39 | 44 | 5 | 8.33% |
| 6 | Inspection Bungalow | 1 | 50% | 50% | 50% | 0 | 0% |

(II) Package-III: 54.11% progress as on 25-Mar-2023, against 51.30% progress as on 06-Dec-2022

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 | Progress as on 06-12-2022 | Progress as on 10-02-2022 | Achievement | Achievement against commitment (%) |
|---------|---|-------------|---|---------------------------|---------------------------|--|------------------------------------|
| | | | [For the period from 06 Dec'22 to Feb'23] | | | [For the period from 06 Dec'22 to 10 Feb'23] | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = (6 - 5) | (8) = (7 / 4) x 100 |
| | All the Repair & Rectification of already laid BC & CTB/CTSB are to be completed by 31 st JAN 2023 | | | | | | |
| 1 | SAMI (in Km) | 48.842 | 16 | 19.12 | 23.321 | 4.201 | 26% |
| 2 | Wearing Coat (BC)(in Km) | 54.362 | 16 | 22.84 | 25.021 | 2.181 | 14% |
| 3 | Culverts (in Nos) | 175 | 22 | 128 | 135 | 7 | 32% |
| 4 | Road side drains (in Km) | 50.443 | 12.704 | 21 | 24.7 | 3.7 | 29% |
| 5 | Road Signs markings, km stones, safety devices (in Km) | 54.71 | 15 | 0 | 0 | 0 | 0% |
| 6 | Junctions (in Nos) | 52 | 25 | 10 | 11 | 1 | 4% |
| 7 | Protection works (in Km) | 9663 | 2185 | 160 | 195 | 35 | 2% |
| 8 | Project Facilities: Bus Bay (in no) | 16 | 4 | 6 | 6 | 0 | 0% |

(III) Package-IV: 72.23% progress as on 25-Mar-2023, against 70.32% progress as on 06-Dec-2022

| Sl. No. | Item of Work | Total Scope | Target Committed by EPCC as per work program during inspection of Director (T) on 06 th DEC 2022 | Progress as on 06-12-2022 | Progress as on 10-02-2022 | Achievement | Achievement against commitment (%) |
|---------|---|-------------|---|---------------------------|---------------------------|--|------------------------------------|
| | | | [For the period from 06 Dec'22 to Feb'23] | | | [For the period from 06 Dec'22 to 10 Feb'23] | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = (6 - 5) | (8) = (7 / 4) x 100 |
| | All the Repair & Rectification of already laid BC & CTB/CTSB are to be completed by 15 th JAN 2023 | | | | | | |
| 1 | SAMI (in Km) | 33.405 | 11 | 8.7 | 14.581 | 5.881 | 53% |
| 2 | Wearing Coat (BC)(in Km) | 33.405 | 11 | 8.7 | 14.581 | 5.881 | 53% |
| 3 | Hard Shoulder | 33.405 | 10.5 | 4.32 | 7.33 | 3.01 | 29% |

| | | | | | | | |
|---|--|--------|-----|--------|-------|-------|-----|
| 4 | Culverts (in Nos) | 120 | 2 | 117 | 118 | 1 | 50% |
| 5 | Road side drains (in Km) | 32.6 | 5.6 | 20.115 | 22.38 | 2.265 | 40% |
| 6 | Road Signs markings, km stones, safety devices (in Km) | 33.405 | 10 | 0 | 0 | 0 | 0% |
| 7 | Junctions (in Nos) | 28 | 11 | 12 | 17 | 5 | 45% |
| 8 | Protection works(in Rm) | 2235 | 585 | 1271 | 1343 | 72 | 12% |
| 9 | Project Facilities : Bus bay (in no) | 18 | 13 | 0 | 2 | 2 | 15% |

(iv) Package-II: 84.08% progress as on 25-Mar-2023, against 84.08% progress as on 06-Dec-2022
Project Completion had been assured by the EPC Contractor by 31st March 2023, in the Meeting chaired by 06th Dec 2022. However, in contradiction to the committed target by EPCC in the review meeting of Dir(T) & inspection of Special Officer, the work is not even close to be completed by 31st March 2023. Further, emic nearly no progress and lack of deployed resources, it is next to impossible to achieve the same before the onset of coming monsoon.

4. In view of nearly no progress, persistent uncured defaults of EPCC and yet again failure to achieve the committed targets, you are herewith notified to issue the clarification before 31st March 2023, for the reasons of non-achievement of committed targets and inappropriate deployment of resources, for expediting the works. This is for your Information & immediate necessary actions



Col. Shri Ram Kulandya (Retd.)
General Manager (P)

for

Col. Praveen Hooda (Retd.)
Executive Director (P)

RO-Port Blair

27-03-2023

Copy to:

- (i) The HQ, NHIDCL, for information.
- (ii) The concerned AEs (M/s Yongma & M/s Eptisa) of respective subject project.
- (iii) File No. N23, N22, & N13, for records of subject projects

**IN THE HIGH COURT AT CALCUTTA
In the Circuit Bench at Port Blair
Appellate Side**

20.02.2023
Item No. 1
Crt.No.11
F.B.

(Via Video Conference)

**WPA (P) 3 of 2022
with
IA No. CAN 1 of 2022**

(Part-Heard)

***Court on its own Motion
-vs-
The Lieutenant Governor & Ors.***

**Mr. Gopala Binnu Kumar
Mr. Deep Chaim Kabir
..... Special Officers.**

**Mr. Satadru Chakraborty
Mr. Ramendu Agarwal
..... for the A & N Administration.**

**Mrs. Anjili Nag,
Ms. Vishal Kumar Biswas
..... for the Vasstha Contractor.**

**Mr. Shamit Sanyal
Ms. Manika Roy,
Mr. Sabyasachi Roy
..... for the NHIDCL.**

Party/Parties is/are represented in the order of
their name/names as printed above in the cause title.

A Joint Report has been filed by the two Learned
Special Officers. The Joint Report is divided into two
parts. The First Part covers the stretch of NH-4 starting

from Chidiyatpu to Rangat. The Second Part covers the rest of NH-4 from Rangat to Lamiya Bay.

Pertaining to the First Part of the Report (*supra*), Mr. Kumar, Learned Special Officer, submits that at several stretches the road condition is *not good at all*. The respective stretches are mentioned in the Report and shall speak for themselves.

Copies of the Report have been already circulated to the other appearing parties, including the NHIDCL (the National Highways Infrastructure Development Corporation Limited) and the Andaman & Nicobar Administration.

With regard to the Second Part of the Report, Mr. Kabir, Learned Special Officer, records that there has been satisfactory progress of the work. However, the work has slowed down due to non-deployment of the limited heavy machinery expeditiously at the sites.

Mr. Sanyal, Learned Counsel appearing for the NHIDCL, submits that the difficulties with regard to obtaining raw-materials, particularly stone aggregates, still persists. The responsibility of easing such difficulties lies with the Andaman and Nicobar Administration (A&N Administration). It is submitted that lastly a communication dated 8th of February, 2023 was

addressed in this respect by the NHIDCL to the Deputy Commissioner, North and Middle Andamans.

The A&N Administration is represented by Mr. Chakraborty, Learned Counsel.

Mr. Chakraborty assures this Court that steps will be taken to remove the difficulties.

Ms. Nag, Learned Counsel, reiterates the position that work can be expedited if the A&N Administration removes the supply bottlenecks relating to raw-materials, particularly stone aggregates.

Having heard the parties and considering the further materials placed, this Court directs the Chief Secretary, A&N Administration, to positively apprise this Court through Learned Counsel on the next date the steps taken to remove the difficulties faced by NHIDCL in obtaining the requisite raw-material supplies, particularly stone aggregates.

The Learned Special Officers shall also apprise this Court of subsequent developments on the next date.

Let the matter be posted next under the same heading **‘PIL’** on the **20th of March, 2023 at 2 P.M.**

All parties to act in terms of the copy of the order downloaded from the official website of this Court.

(Rabindranath Samanta,J.) (Subrata Talukdar, J.)

**IN THE HIGH COURT AT CALCUTTA
In the Circuit Bench at Port Blair
Appellate Side**

21.12.2022
Item No. 1
Crt.No.11
b.r.

(Via Video Conference)

**WPA (P) 3 of 2022
with
IA No. CAN 1 of 2022
(Part-Heard)**

Court on its own Motion
-vs-
The Lieutenant Governor & Ors.

**Mr. Gopala Binnu Kumar
Mr. Deep Chaim Kabir
..... Special Officer.**

**Mr. Satadru Chakraborty
Mr. Ramendu Agarwal
..... for the A & N Administration.**

**Mrs. Anjili Nag
..... for the Vasstha Contractor.**

**Mr. Shamit Sanyal
Ms. Manika Roy
..... for the NHAI.**

Party/parties is/are represented in the order of their name/names as printed above in the cause title.

Pursuant to the previous order of this Court dated 7th of December, 2022, the matter is taken up once again for consideration.

Learned Special Officers have filed their Joint Report. The Joint Report is a product of the physical inspection carried out by the two learned Special Officers.

Mr. Kumar's Report covers the stretch from Chidiyatpu to Rangat. In his Report, Mr. Kumar, learned Counsel and also one of the Learned Special Officers, has given the kilometer wise break up of the work so far claimed to be undertaken by the National Highway Infrastructure Development Corporation Limited (NHIDCL). The segments of the **incomplete work** as inspected by the learned Special Officer which are of relevance to this discussion ranges from **partly fair** to **poor** and **very poor** have been narrated as follows:-

"d. That road in between Km 107 to 108. Km 109 to Km 110, Km 112 to Km 114. Km 118 to Km 121, Km 123 to 125, Km 126 to Km 128, Km 129 to 130, Km 131 to Km 132, Km 136 to Km 138, Km 157 to Km 158, Km 161 to Km 162, Km 164 to Km 166, Km 169 to Km 170, Km 171 to Km 172 and Km 173 to Km 177 are poor in condition.

e. That road in between Km 117 to Km 118, Km 121 to Km 122, Km 167 to Km 168, Km 170 to Km 171 and Km 172 to Km 173 are very poor.

f. That road in between Km 128 to Km 129, Km 132 to Km 133, Km 159 to Km 161, Km 162 to Km 164 and Km 168 to Km 169 are partly poor.

h. That road in between Km 108 to Km 109, Km 110 to Km 111 and Km 111 to Km 112 road doesn't exist."

Next, Mr. Kabir, learned Counsel and also one of the learned Special Officers, upon inspection of NH-4 from Rangat to Diglipur and beyond has given a kilometer

wise chart where the work undertaken ranges from ***nil*** to ***poor***. The portions of the road showing such lack of work are narrated as follows:-

| <i>Stretch</i> | <i>Status</i> | <i>Timeframe</i> |
|-------------------|---|---|
| | | |
| <i>206 to 242</i> | <i>No road, no work done, some temporary repairs only</i> | <i>May 2023</i> |
| | | |
| <i>280 to 282</i> | <i>Poor road no work done</i> | <i>End January 2023</i> |
| | | |
| <i>298 to 310</i> | <i>No road blacktop road yet to be built</i> | <i>June 2023</i> |
| | | |
| <i>319 to 330</i> | <i>No road, new road to be made only after removing remains of old road</i> | <i>Start in Feb 2023, finish by 2024.</i> |

The learned Special Officers jointly point out that the ultimate objective of the road building work is to have a permanent black-top surface on the entire stretch of NH-4.

Mr. Sanyal, learned Counsel appearing for the NHIDCL, submits that the Joint Report of the learned Special Officers is yet to be perused by him. It is submitted by the learned Special Officers that the Joint Report has been already served upon the NHIDCL.

This Court accordingly directs Mr. Sanyal to take exact instructions on the kilometer wise stretches highlighted by the learned Special Officers in their Joint

Report (*supra*) and place before this Court on the next date the steps taken to address the inadequacies.

Mr. Sanyal reiterates that steps are being taken on a *war footing basis* to complete a durable motorable road for the entire stretch of NH-4 by the end of January, 2023.

Mr. Chakraborty, learned Counsel, appears for the Andaman and Nicobar Administration (A & N Admn.).

A further issue has been brought to the notice of this Court pertaining to a minor portion of NH-4 which requires the intervention of the Forest Department.

Ms. Nag, learned Counsel intervenes to highlight the issue of road widening which requires the intervention of the Forest Department.

The A & N Administration which controls the Forest Department is directed to address the outstanding issues such as road widening, stone quarrying etc. in a joint meeting/meetings of the Principal Chief Conservator of Forests, Andaman & Nicobar Islands and the Chief Secretary, A & N Administration. The learned Special Officers shall be invitees to the said joint meeting/meetings.

All parties as well as the Joint Special Officers, be permitted to report the subsequent developments on the next date.

Let the matter appear under the same heading **“PIL Matter”** on the **18th of January, 2023 at 2 P.M.**

Parties shall act in terms of the copy of the order downloaded from the official website of this Court.

(Rabindranath Samanta,J.) (Subrata Talukdar, J.)

BEFORE THE HON'BLE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT PORT BLAIR

In the matter of:

W.P.A. (P) 3 of 2022

In re: Suo Motu cognisance over condition
of NH4.

JOINT REPORT OF SPECIAL OFFICERS INSPECTION OF NH4 ON 16.12.2022 TO 18.12.2022

Pursuant to the Orders of the Hon'ble High Court in WPA (P) 3 of 2022, the Special Officers had given a letter dated 12.12.2022 to the Learned Advocates of the Administration and NHIDCL with requests for arrangements to be made for inspection. The kilometre by kilometre verification and checking of the NHIDCL strip chart as well as the actual physical situation on the ground was done from 16.12.2022 to 18.12.2022. The entire stretch was divided into 40 sections based on the photographs given by NHIDCL in its report, using each photograph to separate sections. Two inspection teams were constituted to reduce the time due to the magnitude of the task. Both teams travelled from Port Blair to Rangat on 16.12.2022 while assessing the road from Port Blair to Rangat, and thereafter started inspections.

Team A – Started from Rangat on 17.12.2022 and inspected from 185+250 upto 0+000 at Chidiyatapu. Team consisted of:

1. Mr. Gopala Binnu Kumar, Special Officer
2. Shri. Biju Varghese, Executive Engineer (Plg)-I CE's Office, APWD, Port Blair
3. Mr. Mohammed Ismail, Assistant Engineer (P) VIII, CE's Office, APWD, Port Blair.

4. Mr. Sunil Kumar, Junior Engineer (Lab), CE's office, APWD, Port Blair.
5. Mr. Kumar Pallaw, Senior Manager (P), NHIDCL
6. Mr. Chandra Prakash Meena, Site Engineer, NDIDCL (Joined at Baratang before Jarawa)
7. Mr. Ishteyaque Ahmad, Highway Engineer
8. Mr. Ponnana Harish, Survey Engineer from Authority's Engineer M/s Yongma Engineering Company Limited site
9. Mr. Aditya Murthy Raju, DGM from Contractor, M/s Vasishta Mantena JV Site

Team B – Started from Rangat on 17.12.2022 and inspected from 185+250 upto 330+662 at Lamiya Bay, Saddle Peak foothills. Team consisted of:

1. Mr. Deep Chaim Kabir, Special officer
2. Mr. S. Ajith Prasad, Advocate
3. Col. Sriram Kelaneya, GM, NHIDCL
4. Mr. Murthy, EE, APWD
5. Mr. Siddappa, EE, APWD, Diglipur
6. Mr. U K Banerjee, AE, APWD, Diglipur
7. Mr. Jatin Arora, SE, NHIDCL

The two reports of the special officers for their respective inspection areas are enclosed together with the photographs taken as follows:

Report of Mr. Gopala Binnu Kumar – Chidiyatapu to Rangat

Methodology:

- Driving on NH4 while making observations
- That during the course of the inspection the team was accompanied by one Executive Engineer and his team, the officials of National Highway Corporation, the official of authorized Engineer and the Contractor who undertaken the work.
- That during the course of inspection spot verification was made, photos were verified and photos were taken during the inspection.

Background of NH4:

The Ministry of Road Transport and Highways (MoRTH), Govt. of India vide Gazette Notification dated 25th Feb, 2004 declared Andaman Trunk Road (ATR) in the UT of A & N Islands as National Highway 223. During 2010 the MoRTH had appointed M/s CEC Projects in JV with Chaithanya Consultancy Pvt. Ltd. as consultant for the preparation of Detailed Project Report (DPR) for the upgradation of NH-4 (Erstwhile NH-223) for the stretches from Km 0.00 to 61.00 Km (From Chidiyatappu to Jirkatang), Km 107.00 to Km 142.00 (From Baratang to Kadamtala) and Km 155.00 to Km 330.70 (From Kadamtala to Foot hill of Saddlepeak) including construction of two major bridges across Middle Strait and Humphrey Strait.

On 15th Sep, 2016 the MoRTH vide Gazette Notification No. S.O.2946 (E) entrusted the function related to development and maintenance of entire stretches of NH-4 to National Highway Infrastructure Corporation of India.

Practical observations in re kilometre readings:-

- a. That road in between Km 000 to Km 58, Km 115 to Km 117, Km 122 to Km 123, Km 130 to Km 131, Km 133 to Km 134, Km 138 to Km 156, Km 166 to Km 167 and Km 177 to Km 185 are fair to good in condition with some damaged surface, and the work is in progress in Km 23 to Km 24.
- b. That road in between Km 59 to Km 61 work is in progress Km 62 to Km 69, Km 114 to Km 115, Km 134 to Km 135 and Km 156 to Km 157 are in fair condition, Km 70 to 106 is in good condition though some damages is caused in Km 84.700 and 97.400
- c. That road in between Km 158 to Km 159 is partly fair.
- d. That road in between Km 107 to Km 108, Km 109 to Km 110, Km 112 to Km 114, Km 118 to Km 121, Km 123 to 125, Km 126 to Km 128, Km 129 to Km 130, Km 131 to Km 132, Km 136 to km 138, Km 157 to Km 158, Km 161 to Km 162, Km 164 to Km 166, Km 169 to Km 170, Km 171 to Km 172 and Km 173 to Km 177 are poor in condition.
- e. That road in between Km 117 to Km 118, Km 121 to Km 122, Km 167 to Km 168, Km 170 to km 171 and Km 172 to Km 173 are very poor.
- f. That road in between Km 128 to Km 129, Km 132 to Km 133, Km 159 to Km 161, Km 162 to Km 164 and Km 168 to Km 169 are partly poor.
- g. That road in between Km 125 to Km 126 and Km 135 to Km 136 partly good.
- h. That road in between Km 108 to Km 109, Km 110 to Km 111 and Km 111 to Km 112 road doesn't exist.

Technical observations of APWD officers:

The consultant appointed by MoRTH had suggested the following flexible pavement thickness in N & M Andaman excluding Jarawa Area. In South Andaman the new pavement thickness proposed is 710.00 mm from Chidiyatappu to Prothrapur Junction (0.00 to 17.00 Km) and from Prothrapur Junction to Ferrargunj (17.00 Km to 42.00 Km) is 840.00 mm and from Ferrargunj to Jirkatang (42.00 km to 59.40 Km) is

715.00 mm and from Baratang to Rangat (107.00 Km to 170 Km) is 715.00 mm and from Rangat to Austin Creek (170.00 Km to 240.00 Km) is 710.00 mm and from Austin Creek to Diglipur (240.00 Km to 333.00 km) is 710.00 mm. Jarawa area was excluded from the consultancy service.

It is observed that the NH-4 for Jarwa portion is favorably intact and motorable though an overlay is needed for some stretches and is under the purview of NHIDCL. Here no widening is involved and the additional overlay of bitumen was laid on the existing road.

The stretches from 107.00 Km to 177.50 Km is the stretch where the existing road of 3.66 Mtr had to be widened so that the carriage way width of 5.50 mtr is made available for traffic. Here it has been learned from the Authority Engineer engaged by NHIDCL that Full Depth Reclamation (FDR) methodology has been adopted for rehabilitation and widening due to non availability of sufficient quantity of aggregates.

It has been observed the FDR technology adopted for the chainage from 107.00 Km to 177.50 Km has failed at many places due to seepage of water as it was utilized where embankment was not raised i.e plain areas and also the existing compacted sub grade was totally removed in some places and for others the existing bitumen layer was also removed as per the version of the villagers.

It is now observed that the pothole filling with conventional method is being followed at site for making the road motorable and the Authority Engineer has stated that the damaged FDR portions shall be re-laid as per the new design suggested/vetted by CRRI and road shall be made functional in all respects within two months by laying bituminous overlay over FDR.

Submissions:

Maintenance work is going on in all the stretch and the contractor has assured that by 21.01.2023 the road will be made motorable and by 31.03.2023 he will complete the

work in respect of revenue stretch with culvert and for forest stretch the permission is sought to be accorded by the Ministry.

Submitted



Dated: 19.12.2022

Gopala Binu Kumar, Advocate
Special Officer

Kilometre by kilometre verification of road status given by NHIDCL

| <i>Sl No</i> | <i>Stretches in Km</i> | | <i>Status as per NHIDCL</i> | <i>Verification</i> |
|--------------|------------------------|-----------|-----------------------------|---------------------|
| | <i>From</i> | <i>To</i> | | |
| 1. | 186.00 | 185.00 | Good | Good |
| 2. | 185.00 | 184.00 | Good | Good |
| 3. | 184.00 | 183.00 | Good | Good |
| 4. | 183.00 | 182.00 | Fair | Fair |
| 5. | 182.00 | 181.00 | Fair | Fair |
| 6. | 181.00 | 180.00 | Poor | Poor |
| 7. | 180.00 | 179.00 | Good | Fair |
| 8. | 179.00 | 178.00 | Good | Fair |
| 9. | 178.00 | 177.00 | Good | Fair |
| 10. | 177.00 | 176.00 | Poor | Poor |
| 11. | 176.00 | 175.00 | Poor | Poor |
| 12. | 175.00 | 174.00 | Poor | Poor |
| 13. | 174.00 | 173.00 | Fair | Poor |
| 14. | 173.00 | 172.00 | Very Poor | Very Poor |
| 15. | 172.00 | 171.00 | Good | Poor |
| 16. | 171.00 | 170.00 | Very Poor | Very Poor |
| 17. | 170.00 | 169.00 | Poor | Poor |
| 18. | 169.00 | 168.00 | Good | Partly Poor |
| 19. | 168.000 | 167.00 | Poor | Very Poor |
| 20. | 167.00 | 166.00 | Good | Good |

| | | | | |
|-----|--|--------|-------------|--------------------|
| 21. | 166.00 | 165.00 | Fair | Poor |
| 22. | 165.00 | 164.00 | Fair | Partly Poor |
| 23. | 164.00 | 163.00 | Fair | Poor |
| 24. | 163.00 | 162.00 | Fair | Poor |
| 25. | 162.00 | 161.00 | Fair | Poor |
| 26. | 161.00 | 160.00 | Fair | Partly Fair |
| 27. | 160.00 | 159.00 | Fair | Poor |
| 28. | 159.00 | 158.00 | Fair | Poor |
| 29. | 158.00 | 157.00 | Fair | Poor |
| 30. | 157.00 | 156.00 | Good | Fair |
| 31. | 156.00 | 155.00 | Good | Good |
| 32. | 155.00 to 138.00 (Jarawa Area) | | Good | Good |
| 33. | 138.00 | 137.00 | Fair | Poor |
| 34. | 137.00 | 136.00 | Poor | Poor |
| 35. | 136.00 | 135.00 | Poor | Partly Good |
| 36. | 135.00 | 134.00 | Fair | Fair |
| 37. | 134.00 | 133.00 | Fair | Good |
| 38. | 133.00 | 132.00 | Fair | Partly Poor |
| 39. | 132.00 | 131.00 | Poor | Poor |
| 40. | 131.00 | 130.61 | Good | Good |
| 41. | 130.61 to 129.45 (Humphrey Strait Bridge) | | | |
| 42. | 129.00 | 128.00 | Poor | Partly Good |
| 43. | 128.00 | 127.00 | Poor | Poor |
| 44. | 127.00 | 126.00 | Poor | Poor |
| 45. | 126.00 | 125.00 | Fair | Partly Good |
| 46. | 125.00 | 124.00 | Poor | Poor |
| 47. | 124.00 | 123.00 | Poor | Good |
| 48. | 123.00 | 122.00 | Poor | Poor |
| 49. | 122.00 | 121.00 | Fair | Very Poor |
| 50. | 121.00 | 120.00 | Poor | Poor |
| 51. | 120.00 | 119.00 | Fair | Poor |
| 52. | 119.00 | 118.00 | Fair | Poor |
| 53. | 118.00 | 117.00 | Fair | Very Poor |
| 54. | 117.00 | 116.00 | Good | Good |
| 55. | 116.00 | 115.00 | Good | Good |
| 56. | 115.00 | 114.00 | Fair | Fair |
| 57. | 114.00 | 113.00 | Fair | Poor |
| 58. | 113.00 | 112.00 | Poor | Poor |
| 59. | 112.00 | 111.00 | Very Poor | Very Poor |





| | | | | |
|-----|----------------------------------|--------|------------------|--|
| 60. | 111.00 | 110.00 | Very Poor | Very Poor |
| 61. | 110.00 | 109.00 | Very Poor | Poor |
| 62. | 109.00 | 108.00 | Very Poor | Very Poor |
| 63. | 108.00 | 107.76 | Poor | Poor |
| 64. | 107.76 | 107.00 | Poor | Poor |
| 65. | 107.00 to 58.00 (Jarawa Area) | | Good | Good except 62.00 to 69.00 where overlay of bituminous concrete/BM etc. to be laid. |
| 66. | 58.00 | 57.00 | Good | Good |
| 67. | 57.00 | 56.00 | Good | Good |
| 68. | 56.00 | 55.00 | Good | Good |
| 69. | 55.00 | 54.00 | Good | Good |
| 70. | 54.00 | 53.00 | Good | Good |
| 71. | 53.00 | 52.00 | Good | Good |
| 72. | 52.00 | 51.00 | Good | Good |
| 73. | 51.00 | 50.00 | Good | Good |
| 74. | 50.00 | 49.00 | Good | Good |
| 75. | 49.00 | 48.00 | Good | Good |
| 76. | 48.00 | 47.00 | Good | Good |
| 77. | 47.00 | 46.00 | Good | Good |
| 78. | 46.00 | 45.00 | Good | Good |
| 79. | 45.00 | 44.00 | Good | Good |
| 80. | 44.00 | 43.00 | Good | Good |
| 81. | 43.00 | 42.00 | Good | Good |
| 82. | 42.00 | 41.00 | Good | Good |
| 83. | 41.00 | 40.00 | Good | Good |
| 84. | 40.00 | 39.00 | Good | Good |
| 85. | 39.00 | 38.00 | Good | Good |
| 86. | 38.00 | 37.00 | Good | Good |
| 87. | 37.00 | 36.00 | Good | Good |
| 88. | 36.00 | 35.00 | Good | Good |
| 89. | 35.00 | 34.00 | Good | Good |
| 90. | 34.00 | 33.00 | Good | Good |
| 91. | 33.00 | 32.00 | Good | Good |
| 92. | 32.00 | 31.00 | Good | Good |
| 93. | 31.00 | 29.00 | Good | Good |
| 94. | 29.00 | 28.00 | Good | Good |
| 95. | 28.00 | 27.00 | Good | Good |

| | | | | |
|------|-------|-------|------|------|
| 96. | 27.00 | 26.00 | Good | Good |
| 97. | 26.00 | 25.00 | Good | Good |
| 98. | 25.00 | 24.00 | Good | Good |
| 99. | 24.00 | 23.00 | Good | Good |
| 100. | 23.00 | 22.00 | Good | Good |
| 101. | 22.00 | 21.00 | Good | Good |
| 102. | 21.00 | 20.00 | Good | Good |
| 103. | 20.00 | 19.00 | Good | Good |
| 104. | 19.00 | 18.00 | Good | Good |
| 105. | 18.00 | 17.00 | Good | Good |
| 106. | 17.00 | 16.00 | Good | Good |
| 107. | 16.00 | 15.00 | Good | Good |
| 108. | 15.00 | 14.00 | Good | Good |
| 109. | 14.00 | 13.00 | Good | Good |
| 110. | 13.00 | 12.00 | Good | Good |
| 111. | 12.00 | 11.00 | Good | Good |
| 112. | 11.00 | 10.00 | Good | Good |
| 113. | 10.00 | 9.00 | Good | Good |
| 114. | 9.00 | 8.00 | Good | Good |
| 115. | 8.00 | 7.00 | Good | Good |
| 116. | 7.00 | 6.00 | Good | Good |
| 117. | 6.00 | 5.00 | Good | Good |
| 118. | 5.00 | 4.00 | Good | Good |
| 119. | 4.00 | 3.00 | Good | Good |
| 120. | 3.00 | 2.00 | Good | Good |
| 121. | 2.00 | 1.00 | Good | Good |
| 122. | 1.00 | 0.00 | Good | Good |

Photographs taken by Team A enclosed hereunder

| | |
|--|--|
|  | At mithila sabari road near mariamman temple |
|  | 2.sabari jn towards Bakultala mid area |
|  | |
|  | Before Bakuntala Junction |
|  | |

| | |
|---|--|
|  | <p>Drain Work Construction near Bakuntala</p> |
|  | |
|  | <p>After passing Bakultala junction, kaushalya agar village where half width work done</p> |
|  | |
|  <p>Latitude: 12.512627 Longitude: 82.854476 Elevation: 5.52±44 m Accuracy: 58.9 m Time: 17-12-2022 09:41 Note: Home Drawing Room</p> | <p>At Chainage 114</p> |

| | |
|---|---|
|  <p>Latitude: 12.514393 Longitude: 92.847768 Elevation: 59.0±133 m Accuracy: 112.9 m Time: 17-12-2022 09:45 Powered by NoteCam</p> | At Chainage 112.90 Km |
|  <p>Latitude: 12.527429 Longitude: 92.831698 Elevation: 6.71±6 m Accuracy: 4.5 m Time: 17-12-2022 09:57 Note: Lab Powered by NoteCam</p> | Testing Lab at Kaushalya Nagar |
|  <p>Latitude: 12.527323 Longitude: 92.831479 Altitude: 56.95±10 m Accuracy: 5.4 m Time: 17-12-2022 10:02 Note: Lab plant b Powered by NoteCam</p> | At Kaushalya Nagar Machaneries and Storage yard |
|  <p>Latitude: 12.527234 Longitude: 92.831268 Altitude: 49.31±10 m Accuracy: 5.2 m Time: 17-12-2022 10:04 Note: Lab plant c Powered by NoteCam</p> | |

| | |
|--|------------------------|
|  | After Lab Stretch |
|  | At Chainage 163-164 Km |
|  | At Chainage 159.320 |
|  | |

| | |
|--|---------------------|
|  | At Kadamtala Bazar |
|  | At Kadamtala Bazar |
|  | At Chainage 126.981 |
|  | At Chainage 126.981 |

| | |
|---|------------------------------|
|  <p>Time: 17-12-2022 12:49 Note: lab a</p> | At Chainage 126.981 |
|  <p>Latitude: 12.268448 Longitude: 92.797782 Elevation: 21.53±7 m Accuracy: 7.0 m Time: 17-12-2022 13:11 Note: Baratang ch 123.961</p> | At Chainage 126.981 |
|  <p>Latitude: 12.268197 Longitude: 92.79794 Altitude: 40.1±11 m Accuracy: 7.3 m Time: 17-12-2022 13:12 Note: Baratang ch 123.962</p> | At Chainage 123.962 Km |
|  <p>Time: 17-12-2022 13:13 Note: lab ab</p> | At Chainage 123.962 Km |

| | |
|--|------------------------------|
|  | At Chainage 123.962 Km |
|  | At Chainage 118.59 Km |
|  | At Chainage 112.50 Km |
|  | At Chainage 112.50 Km |

| | |
|---|------------------------------|
|  <p>Latitude: 12.166192 Longitude: 92.775585 Elevation: 49.91±8 m Accuracy: 9.8 m Time: 17-12-2022 14:32 Note: Baratang ch 108.862</p> | <p>At Chainage 108.86 Km</p> |
|  <p>Latitude: 12.166223 Longitude: 92.775561 Elevation: 49.67±7 m Accuracy: 11.0 m Time: 17-12-2022 14:33 Note: Baratang ch 108.860 Pit Hole</p> | |
|  <p>Latitude: 12.166444 Longitude: 92.775334 Altitude: 51.89±8 m Accuracy: 5.8 m Time: 17-12-2022 14:34 Note: Baratang ch 108.860 Pit Hole</p> | |
|  <p>Latitude: 12.009674 Longitude: 92.899442 Altitude: 9.16±7 m Accuracy: 9.7 m Time: 17-12-2022 16:47 Note: 84.400</p> | <p>At Chainage 84.40 Km</p> |

Report of Mr. Deep Chaim Kabir – Rangat to Lamiya Bay

Inspection carried out from 185+250 upto 330+662 by verifying condition as per strip chart with actual physical status. Additionally verifying NHIDCL claims of repair work with actual work done, taking the inputs from NHIDCL officers, APWD officers, and contractors' staff/supervisors/managers found working on the road. Also ascertained nature of work and time frame to place before the Hon'ble Court.

For the purpose of this report, only blacktop road is being described as 'road'. Any other technical stage or layer of the roadway is being described as 'no road' as the highly technical engineering descriptions and justifications as to stage of work and progress does not amount to constituting a finished road which is understood to be the intention of the Hon'ble Court.

I have not attempted to go into classification of 'good', 'fair', 'poor' or 'very poor' from technical standpoint of NHIDCL which may described the status in their technical view but does not necessarily always match what a layperson understands a good/fair/poor road to be. Therefore, I have made my own assessment as a layperson seeing the condition as it stands on date, together with technical views from APWD officers as to the quantitative and qualitative repair/construction work done, and whether it is permanent in nature. Original inspection strip chart with kilometre wise notes is kept with me, and will be submitted in original before the Hon'ble Court if required.

Methodology:

- Driving on NH4 while observing road and identifying locations from chainage noted on milestones. Where no milestones are there, electric pole chainage noting has been followed as far as possible.

- Observations clarified from NHIDCL SE Mr. Arora and APWD JE Mr. Banerjee on the spot while travelling in the vehicle together, with rough working notes maintained on inspection chart kilometer by kilometer.
- Photographs taken of the sites given by NHIDCL in their report to verify the places and work done in presence of NHIDCL engineers.

Practical observations in regard to sections divided from strip chart as per photos:-

- Section 18 starting 185+250 found to be correctly described as fair to good. 186 to 188 road had potholes which were patched with blacktop. 188 to 190 road is under repair with work in progress. NHIDCL engineer has estimated completion of blacktop road by end January 2023.
- Section 19 starting 188+750 found to be correctly described as fair to good. 192 to 193 road had potholes not yet repaired.
- Section 20 starting 192+200 found to be correctly described as fair to good. 193 to 194 road had some subsidence, 194 to 195 road had considerable damaged surface. Rest of this section is in good condition and being maintained.
- Section 21 starting 199+700 found to be correctly described as fair to good. 200 to 203 road in good condition with few potholes. 203 to 206 road in fair conditions with repair work of potholes in progress with blacktop filling.

Met Mr. Varun Thakur, SE of contractor Garg, who has assured that sections 18 to 21 will be fully completed with permanent blacktop repairs by 15.01.2023.

- Section 22 starting 205+750 is not just poor as described, there is no road. This area includes Billiground. NHIDCL officers – GM and SE have assured completion of blacktop road by May 2023. APWD officers – EE Mr. Murthy, JE Mr. Ramesh Kumar, JE Mr Raja Ram Prasad have stated NHIDCL can complete by May 2023. Mr. Siddappa, EE, APWD has stated the road is ready for blacktop which if started

immediately can be completed by April 2023. APWD says NHIDCL follows different method which APWD cannot do and if APWD takes over it will take at least a year to mobilise resources and complete work. Mr. Ram Charan, SE of contractor Vasishta has stated that work will start on this stretch covering Sections 22 to mid-Section 28 i.e. 206 to 239 which will have blacktop road in 2 months.

- Section 23 starting from 212+230 is in the same situation as Section 22. These two sections covering 206 to 215 have been handed over to local contractor K. Thankachan for emergency repair. Mahadev Nag, contractor's supervisor assured emergency repair completion in a week but this is not permanent until blacktop is made by the regular contractor Vasishta as per time estimate above.
- Section 24 starting from 214+180 is dealt in two parts. First part from 215 to 220 is fair though having potholes in the blacktop done in April 2022. Work in progress and assured to be completed in 15 days by Gopal Jha, Quality Engineer, contractor Vasishta working at the site. From 220 forest area starts which continues till 232 covering section 24, 25, 26 and a part of 27. This area has no road. Met Mr. Ranga, Project Manager of contractor Vasistha working at site.
- Section 25 starting from 224+730 is forest area. No road, big potholes with emergency filling and soling being done by two teams but this is only temporary solution. NHIDCL officers say by May 2023 at least 3.75m blacktop will be completed if whole 7.5m is not cleared/ permitted.
- Sections 26 starting from 226+780 is forest area. No road, blacktop has been removed and regular filling will be done. Emergency work in progress with local contractor Prasur assigned emergency repair. Biswanath Biswas contractor's supervisor says working on 223 to 230 which will be temporarily repaired in 10 days with filling of major potholes.
- Section 27 starting from 230+885 has forest area in same situation as above till 232+000. After forest area comes Tugapur. From 232 to 237 is in poor condition.

No work done in 232 to 234. 234 to 236 is fair with badly damaged surface and lot of potholes. No maintenance/repair has been done, NHIDCL says emergency filling is going to be done. 236 to 237 is very poor with few patches in between.

- Section 28 starting from 236+405 is in three parts. 237 to 239 is fair. Vasistha contractor has Hot Mix Plant at 238+400 – met Phani Verma, P&M Head who could not answer anything about road work but said the plant is ready to supply sufficient hot mix material for repair.
- Section 28 second part from 239 to 242 has no road – damaged surface and no tender has been awarded at all for this place. Since December 2019 only a local contractor has been doing temporary work of putting aggregates. The bridge at Austin Creek is in this section.
- Section 28 third part is under package 2 starting from 243 the strip chart description is accurate with fair and good roads, albeit with some potholes - maintenance is going on. Number of bridges (3) and culverts (7) noted as having very poor surface in between good stretches. Between 253 to 254 and 260 to 261 there are two bridges without any approach having been made.
- Section 29 starting from 240+600 found to be accurate. Road is good or fair till 280 albeit with some damaged surface and potholes which are being filled up.
- In this section Mr. Banerjee, EE APWD Diglipur has identified a particular place which is dangerous and hazardous, the photograph is included hereunder. EE says excavation done in 2019, NHIDCL says 2021, Mr. Anand Kumar, Vasistha contractor supervisor says February 2022. Whatever the date of excavation, there is no bridge and no work has been done. Mr. Anand Kumar says work started only two days back and PCC, bed concrete, raft, walls will be done by first week of February 2023. NHIDCL Mr. Arora says 1 ½ months minimum, APWD Mr. Banerjee says 2 months. Mr Anand Rao, Project Manager Vasistha contractor assures completion.

- Section 29, 280 to 282 is in poor condition, NHIDCL says machine breakdown, parts coming from mainland by 18.12.2022, repair in a month after that. 282 to 286 is in good condition with some potholes.
- Section 30 starting from 285+900 is somewhat accurate. 286 to 289 is fair to good with maintenance and permanent repair of potholes with blacktop filling. 289 to 294 is only fair with damaged surfaces and potholes of which only some have been filled.
- Section 31 starting from 293+760 is in fair condition with repairs underway and work in progress.
- Section 32 is in two parts starting from 295. 295 to 298 is in fair to good condition with repairs done, potholes filled. From 298 upto the end at 330+662, contract has newly been given to contractor Kaba in July 2021. In most parts from 298 to 330 the situation is very bad saving some portion where the old PWD road exists as indicated below.
- Section 33 starting from 298+860 has no road. Chemical stabilisation is done and blacktop is not done at all. Met Mr. Asutosh Singh, Project Manager, and Mr. Chinpreet Singh, Mechanical Head, contractor Kaba who says 298 to 309 blacktop expected to be completed by June 2023. In this section several places indicated by EE, APWD as faulty design including two culverts, one photograph included hereunder. NHIDCL says these will be rectified, work is in progress and one culvert will be demolished and rebuilt. EE, APWD says June 2023 is optimistic as hurry will lead to bad work. NHIDCL says and APWD agrees that delay is due to heavy rains and limited working season due to weather.
- Section 34 starting from 303+980 has no road at all. Some patch work is done but not even the road base exists. From 307 to 310, NHIDCL says there is old APWD road which is going to be dug up. No repairs have been done but NHIDCL says in one week potholes will be filled temporarily. From 311 to 319, covering section

35, 36 is the old APWD road in good condition with slight damage, which will be kept with resurfacing done. NHIDCL says this will be done simultaneously with building new road at section 33 above as resurfacing is not as urgent as making the new road where there is none.

- Section 37 starting from 317+330, section 38 starting 321+950, section 39 starting 324+360, section 40 starting 326+020 have no road. This is the stretch after Diglipur till Lamiya Bay. Potholes have been filled and levelling done but this is only temporary repair. NHIDCL says whole road has to be done with new construction which can start only in February 2023 and will take till 2024 to be a blacktop road. Locals complained that their children have difficulty going to school as buses have been lessened due to bad condition of roads.
- Inspection completed at Lamiya Bay, Saddle Peak foothills at 330+662 on 17.12.2022 at 4.10pm.

Findings: -

The road from Rangat to Diglipur is found to be as follows, with timeframe:

| Stretch | Status | Timeframe |
|------------|---|--------------------------------|
| 185 to 205 | Good stretch, repairs done, work in progress | Maintenance |
| 206 to 242 | <u>No road</u> , no work done, some temporary repairs only | <u>May 2023</u> |
| 242 to 280 | Fair to good stretch, repairs done, work in progress | Maintenance |
| 280 to 282 | <u>Poor road</u> , no work done | <u>End January 2023</u> |
| 282 to 297 | Fair to good stretch, repairs done, work in progress | Maintenance |
| 298 to 310 | <u>No road</u> , blacktop road yet to be built | <u>June 2023</u> |
| 310 to 319 | Fair to good stretch, maintained/repaired | Maintenance |

| | | |
|------------|--|--|
| 319 to 330 | <u>No road</u> , new road to be made only after removing remains of old road | <u>Start in Feb 2023, finish by 2024</u> |
|------------|--|--|

- a. Where repairs have been done, levelling of the road has been done, allowing fairly smooth motorability even where blacktop is not made. However, where blacktopping is not done, the repair is not expected to last beyond a season, i.e. survive the rainy season from May. Where blacktop road is there, regular repair and maintenance work will be sufficient to keep it in good order.
- b. Huge problem of dust/air pollution, where road is not there, especially for residents along the road some of whom have wrapped their houses in plastic sheets. Despite asking about water sprinkling by tankers as per guidelines, no such sprinkling was observed, with contractors only giving assurances it would be done immediately, but on return nothing was found to be done.

Submissions:-

- a. The entire stretch is divided in 'packages' given to different contractors. Some have done their work such as Garg and Vasistha in one place, some have not done their work such as Vasistha in two places, some are recently allotted such as Kaba, some are specialised such as HRC for most culverts.
- b. Contractors are not working simultaneously at different places in their own package, and hence work is progressing from one end of the package to the other slowly, rather than simultaneous war footing work at several points under the same package. The reason for the long timeframe being given for the work completion is exactly this staged progression along each package stretch.
- c. NHIDCL has to exercise control and ensure compliance of its contractors to ensure implementation and maintenance of completed stretches. They have

raised issues of forest clearances, material availabilities, soil/earth cutting permissions, rainy season causing delays where cooperation has to be ensured by the Administration for clearing all technical and procedural matters.

- d. However, NHIDCL have now given timeframes in which work is to be done on war footing, as described above. If this is done and momentum of work is maintained and continued, each package can be brought up to the mark.
- e. Where contractors are not working or responding, steps must be taken by NHIDCL to get the work done instead of keeping it hanging, as is the case of some packages, since 2017 when NHIDCL was handed over by APWD.
- f. APWD says they do not have the chemical stabilisation technology used by NHIDCL and use different methods of road building. Additionally huge issues are there of availability of raw materials. Even if materials come from the mainland, they are not offloaded at Mayabunder due to inadequate infrastructure, and go first to Port Blair, and then are re-routed to the places they are needed causing huge bureaucratic delays and supply issues.
- g. The timelines given by NHIDCL officers are largely concurred by APWD officers if work proceeds diligently. The timelines have been given by NHIDCL officers including all justifications for delays and they have to be held to it.
- h. If desired by the Hon'ble Court, status reports of each stretch based on chainage, must be submitted by NHIDCL at regular intervals to the Court. The status and progress can be checked against the physical observations as noted by the special officers, which have been explained to them at each spot by GM and SE NHIDCL with assured timeframes.
- i. If desired by the Hon'ble Court, fresh inspection may be conducted after giving some time as deemed appropriate to ensure a continued momentum, urgency and diligence in the work in progress which has built up since intervention of the Hon'ble Court, to sustain and accelerate such progress.

- j. If desired by the Hon'ble Court, matter to be kept part heard and pending before the Hon'ble Bench for monitoring progress of work, as main impetus of repairs, maintenance and initiative to start work where none has been done is largely subsequent to the Orders passed by this Hon'ble Court.

Submitted



Deep Chaim Kabir, Advocate
Special Officer

Dated: 19.12.2022

Enclo: Photographs taken by DC Kabir

Spot inspection and verification at 185+250



Spot inspection and verification at 188+750



Spot inspection and verification at 192+200



Spot inspection and verification at 199+700



Spot inspection and verification at 205+750



Spot inspection and verification at 212+230



Spot inspection and verification at 214+180



Spot inspection and verification at 224+730



Spot inspection and verification at 226+780



Spot inspection and verification at 230+885



Spot inspection and verification at 236+405



Spot inspection and verification at 240+600



Spot inspection at site of bridge without work done for considerable time



Spot inspection and verification at 285+900



Spot inspection and verification at 293+760



Spot inspection and verification at 294+830



Spot inspection and verification at 298+860



Culvert issue needing rectification



Spot inspection and verification at 303+980



Spot inspection and verification at 308+630



Spot inspection and verification at 312+310



Spot inspection and verification at 317+330



Spot inspection and verification at 321+950



Spot inspection and verification at 324+360



Spot inspection and verification at 326+020



- END OF REPORT -

BEFORE THE HON'BLE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT PORT BLAIR

In the matter of:

W.P.A. (P) 3 of 2022

In re: Suo Motu cognisance over
condition of NH4.

JOINT REPORT OF SPECIAL OFFICERS INSPECTION OF NH4
CONDUCTED BETWEEN 03.02.2023 AND 12.02.2023

Pursuant to the Orders of the Hon'ble High Court in WPA (P) 3 of 2022, the Special Officers had given a letter dated 30.01.2023 to the Learned Advocates of the Administration and NHIDCL with requests for arrangements to be made for inspection. Two inspection teams were constituted to reduce the time due to the magnitude of the task. The kilometre-by-kilometre verification and checking of the NHIDCL strip chart together with the actual physical situation on the ground, along with inspection of work in progress, material plants, and collecting remainder cost assessment as desired by the Hon'ble Court was done from 03.01.2023 to 04.01.2023 by Team A and from 10.01.2023 to 12.01.2023 was done by Team B..

Team A – Started from Chidiyatapu on 03.02.2023 and inspected from 0+000 upto 185+250 at Rangat. Team consisted of:

1. Mr. Gopala Binu Kumar, Special Officer

2. Mr. Biju Verghese, Executive Engineer (Plg)-I CE's Office, APWD, Port Blair
3. Mr. Mohammed Ismail, Assistant Engineer (P) VIII, CE's Office, APWD, Port Blair
4. Mr. Sunil Kumar, Junior Engineer (Lab), CE's Office, APWD, Port Blair
5. Mr. Manish, Graduate Engineer, NHIDCL (accompanied from Port Blair to Baratang before Jarawa)
6. Mr. Kumar Pallaw, Senior Manager (P), NHIDCL
7. Mr. Arun Kumar, Site Engineer, NHIDCL
8. Mr. Ishteyaque Ahmad, Highway Engineer from Authority's Engineer M/s Yongma Engineering Company Limited
9. Mr. Ponnana Harish, Survey Engineer from Authority's Engineer M/s Yongma Engineering Company Limited
10. Sanjay Kumar, Quantity Surveyor from Authority's Engineer M/s Yongma Engineering Company Limited
11. Mr. Jyothi Prakash, Project Manager from Contractor, M/s Vasishta Mantena

Team B – Started from Rangat on 11.02.2023 and inspected from 185+250 upto 330+662 at Lamiya Bay, Saddle Peak foothills. Team was joined by officers at their respective jurisdictions and consisted of:

1. Mr. Deep Chaim Kabir, Special officer
2. Mr. S. Ajith Prasad, Advocate
3. Col. Sriram Kelaneya, GM, NHIDCL
4. Mr. Siddappa, EE, APWD, Diglipur
5. Mr. Raja Ram, JE, APWD, Tugapur
6. Mr. Ramesh Kumar, JE, APWD

7. Mr. Jatin Arora, SE, NHIDCL
8. Mr. R.K. Chowdury, Team Leader, Authority engineers
9. Mr. Pramod Verma, Team Leader, Authority engineers

The two reports of the special officers for their respective inspection areas are enclosed together hereunder as follows:

Report of Mr. Gopala Binnu Kumar – Chidiyatapu to Rangat (000 to 185)

Methodology

- Driving on NH4 while making observation
- That during the course of the inspection the team was accompanied by one Executive Engineer and his team, the officials of National Highway Corporation, the officials of authorized Engineer and the contractor who undertaken the work in the said stretch.
- That during the course of inspection spot verification and photographs were taken.

That in terms of the Order dated 18.01.2023 passed by this Hon'ble Court, Team A conducted inspection with regard to the progress in work of NH-4 on and from 000 Km to 181 Km (Chidyatapu to Rangat): -

- a. That the work pertaining to 000 Km to 58 Km was good and having black top road, only the work in respect of Km 21 to Km 27 is in progress and black top is to be done and the contractor assured that the same will be completed within April 2023.

Km 58 to Km 107 is Jarawa reserve area.

- b. That after the first inspection on 17.12.2022, there was tremendous progress and black top road was laid in between Km 58 to 107 in the Jarawa reserve area, the road is good.

Work from Km 107.60 to Km 181 (except KM 138.360 to KM 155.00 Jarawa protection area) was allocated to contractor, Vasistha Mantena.

- c. That from Km 107.60 to 108 is the existing road without any work undertaken.
- d. That after the first inspection on 17.12.2022 from Km 108 to Km 129.445 only pot holes were filled up by putting aggregates and rolling with road roller by the NHD PCL at the cost and risk of the Contractor Vasistha Mantena.
- e. That surprisingly in the said chainage from Km 108 to Km 129.445 the contractor Vasistha Mantena has not undertaken any substantive work by laying black top road from the date of the first inspection i.e. 17.12.2022 to 03.02.2023.

Km129.445 to 130.895 is Azad hind Fauj Setu bridge.

- f. That so far as Km 130.896 to Km 138.300, the contractor Vasistha Mantena has undertaken work only in the chainage from Km 133 + 800 to 134 + 750 Km i.e. 950 Km at Kadamtala Junction and no black top road is laid by the said contractor in the said chainage.

Km 138.300 to 155 is Jarawa Protection Area

- g. That the road from Km 138.300 to Km 155 is in good condition.
- h. That from Km 155 to Km 181 only Pot holes were filled up by putting aggregates and by rolling with road roller by the NHD PCL at the cost and risk of the Contractor, surprisingly in the said chainage from Km 155 to

Km 181 the contractor Vasistha has not undertaken any substantive work by laying black top road from the date of first inspection i.e. 17.12.2022 to 03.02.2023.

i. That from Km 107 to Km 188 following Km are forest area:

i. 112.950 to 122.460 = 9.51 Km

ii. 124.000 to 129.420 = 5.42 Km

iii. 137.350 to 138.500 = 1.15 Km

iv. 155.000 to 163.060 = 8.06 Km

Total =24.14 Km are forest area

j. That admittedly from Km 107 to 181 no work was undertaken by the Contractor nor the pot holes were filled up in respect of the following Km's which is existing road as constructed by the Andaman Public Work Department.

| Sl. No | Chainage From | Chainage To | Length |
|------------------|---------------|-------------|--------|
| New Construction | | | |
| 1. | 107.760 | 108.000 | 240 |
| 2. | 134.940 | 135.440 | 500 |
| 3. | 159.140 | 159.580 | 440 |
| 4. | 164.600 | 165.200 | 600 |
| 5. | 170.099 | 170.125 | 26 |

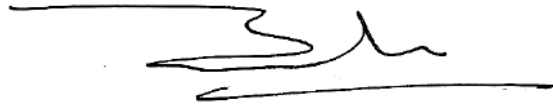
| | | | |
|----|---------|---------|-----|
| 6. | 170.125 | 170.420 | 295 |
| 7. | 177.337 | 178.050 | 713 |
| 8. | 178.450 | 178.550 | 100 |

- k. That furthermore during the inspection on 03.02.2023 it was found that less than 10 persons were working at Kadamtala Junction in the entire stretch from Km 107 Km to 181 and from the conduct of the contractor Vasistha Mantena it clearly established that the contractor did not want to work or complete the work on or before 30.04.2023, therefore no possibility of completion of the said work by the said contractor.
- l. That as per the agreement the construction of the entire stretch of road work from Km 107 to Km 181 (except KM 138.360 to KM 155.00 Jarawa protection area) was awarded to the contractor Vasistha Mantena for a total sum of Rs. 135.10 crore, already an amount of Rs. 91.15 crore was released in favour of the said contractor as per the report.
- m. That an amount of Rs. 12.30 Crores as Security Deposit is lying with the NHDPCCL.
- n. That as per the assessment made by the APWD the per km cost to carry the remaining portion of the work is 1.28 crores.
- o. That after the said inspection held on 03.02.2023 it is clear that even the NHDPCCL did not appraise this court about the true fact that after the first inspection on 17.12.2022 the contractor, Vasistha Mantena did not undertaken any substantive construction work from Km 107 to Km 181

(except KM 138.360 to KM 155.00 Jarawa protection area) apart from Km 133.600 to Km 138.300 (.950 Km) at Kadamtala Junction.

- p. That in the said stretch from Km 107 to Km 181 (except KM 138.360 to KM 155.00 Jarawa protection area), 24.14 Km is forest land and admittedly on 11.01.2023 the forest department accorded working permission to carry construction of road in the existing road.
- q. That the condition of the said road from Km 107 to Km 181 (except KM 138.360 to KM 155.00 Jarawa protection area) is not good at all.

Submitted



Dated: 17.02.2023

Gopala Binnu Kumar

Advocate

Special Officer

Enclosed: Cost calculations to complete the work and bring it to full blacktop condition as supplied by NHIDCL and APWD

Package-III

Rehabilitation and upgradation of NH-4 to 2 lane with hard shoulder from km 107.76 to km 129.445 (from Middle Strait to Humphrey Strait), km 130.600 to km 138.00 (after Humphrey to Kadamtala) and km 155.00 to 181.00 (end of Jarawa to Rangat) for a length of 54.71 km, awarded to M/s Mantena Vasishta Strait JV, Hyderabad at their quoted amount of ` 298.00 Crore, on 26.03.2018. The time of completion of project was 02(two) years.

Initially the scope of work was for upgradation & widening to 2 lane but later after the award of work, the scope of work has been modified to Intermediate lane (5.00 mtr), which has resulted in reduction in the cost of project from ` 298.00 Crore to ` 248.27 Crore.

The scope of the project and its physical and financial progress by the agency:-

| Sl. No. | Scope of work | Cost of work (in Crore) | Proportionate Percentage of project cost (in %) | Financial progress | | Physical progress | |
|---------|--|-------------------------|---|--------------------|-------|-------------------|-------|
| | | | | Amount (in Crore) | % | Amount (in Crore) | % |
| 1 | Cost of road works i/c culvert widening and repair of culvert (length < 6 mtr) | 135.10 | 54.42 | 91.15 | 67.46 | 106.59 | 78.89 |
| 2 | Cost of Minor Bridges/ Underpasses/ Overpasses | 12.02 | 4.84 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | Cost of Major Bridge works | 0.29 | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Cost of other works viz Drains, Protection works, Bus bay, Road furniture | 100.86 | 40.62 | 21.06 | 20.88 | 26.39 | 26.17 |

| | | | | | | | |
|--|-------------------------|---------------|---------------|---------------|--------------|---------------|--------------|
| | | | | | | | |
| | Cost for project | 248.27 | 106.59 | 112.21 | 44.20 | 132.98 | 53.56 |

The Contractor has submitted a Bank Guarantee amounting to ` 13,51,59,350.00 (Rupees Thirteen crore fifty one lakh fifty nine thousand three hundred fifty only) for this package.

Observations and Findings of Physical Inspection on 03.02.2023 & 04.02.2023

- 1. Chainage from km 107.60 to km 108.00** i.e. about 400 mtr of existing road no work has been taken up.
- 2. From km 108.00 to km 129.445** i.e. from Baratang to Humphrey Strait Bridge the length inspected was 21.445 km.

Following are the observation:-

- i) Km 108.00 to km 113.00** i.e. about 5 km Wearing Coat (BC) has been done except in Culvert and Bridge portion.

Pot holes are developed in this stretch to an extent of 20% of the total area i.e. $20/100 \times 25000 = 5000.00 \text{ m}^2$ which has now been filled up with boulder, stone aggregate etc to make it moterable at the risk and cost of contractor.

- ii) Km 113.00 to km 124.00** i.e. about 11.00 km
Wearing course has been carried out only for 3 km (at Stretches km 115.00 to km 116.00, km 116.00 to km 117.00, km 122.00 to km 124.00).

For the balance 8 km only treated base course has been carried out which also needs to be relaid due to settlement.

- iii) Km 124.00 to km 129.445 (5.445 km)**
Wearing course has been carried out for 5.445 km except culvert portion. At the culvert portion severe sliding has been observed at 2 places which are very precarious & needs to be restored immediately. Pot holes have developed in this stretch besides longitudinal cracks at many places due to settlement.

3. Km 129.445 to km 130.895 is Azad Hind Fauj Setu Bridge

4. Chainage from km 130.895 to km 138.360 (7.465 km) (Bridge to Jarawa Check Post)

Wearing course has been done for a length of 2.70 km and for the remaining 4.765 km, treated base course has been laid for a length of 1.50 km and balance 3.265 km with earthen/subgrade preparation.

5. Stretch 138.360 km to 155.00 km is Jarawa Protection Area which is not a part of this agreement, but found in good condition.

6. Km 155.00 to km 181.00 (26.00 km)

i) Chainage 155.00 km to 163.00 km

Treated base course has only been carried out for a length of 8 km and pot holes, ruts and depressions has developed in many places. No work has been undertaken by the contractor from the date of first inspection i.e. 17.12.2022 to 03.02.2023.

ii) Km 163.00 to km 181.00 (18.00 km), Urban area (width 10m)

Wearing coat has been carried out for a length of 3.465 km at different stretches where declared as Urban area. Pot holes have developed in the said stretches and needs to be rectified.

In the chainage 179.50 km to 181.00 km retaining wall had to be constructed before laying of over lay as it was sliding zone resulting in damaged to wearing course as well as shoulder portion.

7. Rural area (Width 5m)

Wearing coast has been carried out for a length of 5.094 km at different stretches. Pot holes have developed in the said stretches which needs to rectified.

In the balance 9.441 km, no significant work, except a treated base course of 2.63 km.

COST FOR RESTORATION OF DAMAGES & LEFT OUT ROAD PORTIONS

i) Restoration of damaged treated Sub base / Base course

| Sl. No. | Item | Length (in km) | Approx. Cost as on date (in Crore) | Total (in Crore) | Remarks |
|----------------|--|-----------------------|---|-------------------------|---|
| 1 | WMM for a thickness of 250mm | 21.13 | 0.63 | 13.31 | Subject to availability of quarry products from Panchawati quarry in Middle Andaman |
| 2 | Bituminous Macadam 75mm average thickness | 21.13 | 0.57 | 12.04 | |
| 3 | Bituminous concrete for a thickness of 40mm | 21.13 | 0.41 | 8.66 | |
| 4 | Add Miscellaneous for shoulder development on both sides | 21.13 | 0.25 | 5.28 | |
| Total | | | | 39.29 | |
| Say | | | | 40.00 | |

ii) Construction of untouched road (Not executed by Contractor)

| Sl. No. | Item | Length (in km) | Approx. Cost as on date (in Crore) | Total (in Crore) | Remarks |
|----------------|--|-----------------------|---|-------------------------|---|
| 1 | WMM for a thickness of 250mm | 12.51 | 0.63 | 7.88 | Subject to availability of quarry products from Panchawati quarry in Middle Andaman |
| 2 | Bituminous Macadam 75mm average thickness | 12.51 | 0.57 | 7.13 | |
| 3 | Bituminous concrete for a thickness of 40mm | 12.51 | 0.41 | 5.13 | |
| 4 | Add Miscellaneous for shoulder development on both sides | 12.51 | 0.25 | 3.13 | |
| Total | | | | 23.27 | |

| | | | | |
|------------|--|--|--------------|--|
| Say | | | 23.30 | |
|------------|--|--|--------------|--|

iii) Restoration of Wearing Course

Area = 61,210.00 + 78,775.00 = 1,39,985.00 sqm

Area to be restored = 20/100 x 1,39,985 = 27, 997.00 sqm

Say = 28,000.00 sqm

| Sl. No. | Item | Area in sqm | Rate per sqm | Cost (in Crore) | Remarks |
|--------------|--|-------------|--------------|-----------------|---|
| 1 | Scarifying existing road surface/ applying tack coat etc | 28000.00 | 40.00 | 0.11 | Subject to availability of quarry products from Panchawati quarry in Middle Andaman |
| 2 | Providing Bituminous Macadam of thickness 75mm average | 28000.00 | 1135.00 | 3.18 | |
| 3 | Providing Bituminous Concrete 40mm | 28000.00 | 830.00 | 2.32 | |
| Total | | | | 5.61 | |
| Say | | | | 6.00 | |

Total Restoration Cost for 54.36 km = 40.00 + 23.30 + 6.00 = 69.30 Crore
(By Conventional Method)

Say = 70.00 Crore

Cost for restoration per km = 1.28 Crore

reduced due to minor works

| Items Description | Unit | Package - III | Qty | Financial | Physical | Balance as per | | | | | |
|--|------|--|--|--|--|--|--|--|--|--|-------------------|
| B.1. Reconstruction / new lane Realignment / Bypass (Flexible Payment) | | Amount | Itemwise | Scope | Rate | Financial Amount | Qty complete | Physical Amount | Qty | Balance | Amount |
| Package - II | | | | | | | | | | | |
| B.1. Reconstruction / new lane Realignment / Bypass (Flexible Payment) | | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th></th></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th></th> | <th data-kind="parent" data-rs="2"><th data-kind="parent" data-rs="2"></th></th> | <th data-kind="parent" data-rs="2"></th> | |
| (A) Site clearance and dismantling | Km | | | | | | | | | | |
| (1) Earthwork upto top of Sub-grade | Km | 15,71,30,231.84 | 54.302 | | 28,90,442.44 | 40.000 | 13,32,17,601.55 | 15,41,15,500.36 | 53.319 | 1.043 | 30,14,31,463 |
| (2) Treated sub-base course (CTSB) | Km | 4,16,51,002.12 | 5,520 | | 75,45,411.40 | 5,520 | 4,16,51,002.12 | 3,90,60,362.00 | 5,520 | 0.223 | 19,78,40,120 |
| (3) Treated Base Course / RAP (CTB) | Km | 2,34,04,000.39 | 5,520 | | 42,39,018.33 | 4,500 | 1,94,61,500.54 | 2,08,16,293.61 | 4,010 | 0.610 | 2,99,599,782 |
| (2R) Stabilised Base (in place of CTSB & RAP) | Km | 54,92,76,938.45 | 48.842 | | 1,12,40,036.05 | 37.810 | 42,20,03,451.03 | 54,44,09,404.44 | 49.499 | 0.433 | 60,05,34,015 |
| (3R) SAME | Km | 2,63,45,997.60 | 48.842 | | 5,39,412.75 | 20.593 | 1,11,02,732.66 | 1,17,51,846.20 | 21.199 | 27.026 | 14,94,931.4 |
| (5) Hard Shoulder | Km | 3,37,76,920.00 | 54.362 | | 6,21,333.28 | | 0.00 | 0 | 0 | 54.362 | 3,17,19,920 |
| (5) Wearing Coat (BC) | Km | 20,04,81,512.00 | 54.362 | | 53,43,489.24 | 21.810 | 11,60,93,667.57 | 12,40,84,441.36 | 23.324 | 31.026 | 16,51,91,070.6 |
| D- Re-Construction and new culverts on existing road, Realignment, bypasses. | | | | | | | | | | | |
| Culverts (Length < 6 meters) | Mts | 22,00,07,517.00 | 175 | 13,08,614.39 | 127 | 16,01,04,027.06 | 130 | 17,01,19,870.22 | 45.000 | 59,87,641.39 | |
| Cost for Road works including culverts, widening & repair of culverts | | 1,35,10,76,800.00 | 54.425 | 3,32,14,755.82 | 97.405 | 81,14,83,682.53 | 108.876 | 1,06,88,87,518.19 | 21.115 | 28,52,09,281.81 | |
| A. 1- Widening & repair of Minor Bridges (Length>6 meter and < 60 meters) | | | | | | | | | | | |
| Minor Bridge | Mtrs | 5,06,20,328.78 | 160.00 | 3,08,427.05 | | 0.00 | | | | 160.000 | 5,96,83,328.78 |
| A.2- New minor bridge (Length>6 meters and < 60 meters) | | | | | | | | | | | |
| (1) Foundation - Sub-Structure | | | | | | | | | | | |
| (a) On Completion of Pile Work | Mts | 2,91,15,611.43 | 24 | 12,13,158.81 | | 0.00 | | | | 24.000 | 2,91,15,611.43 |
| (b) On Completion of Pile Cap Work | Mts | 87,27,530.59 | 4 | 21,61,992.95 | | 0.00 | | | | 4.000 | 87,27,530.59 |
| (c) On Completion of Pier Shaft Work | Mts | 1,27,42,675.52 | 4 | 31,85,668.99 | | 0.00 | | | | 4.000 | 1,27,42,675.52 |
| (2) Super-Structure On completion of the Super - | | | | | | | | | | | |
| (a) On Completion of Girder Casting Work | Mts | 12,02,139.20 | 6 | 2,00,356.53 | | 0.00 | | | | 6.000 | 12,02,139.20 |
| (b) On Completion of Structure Work | Mtrs | 24,04,278.40 | 24 | 1,00,178.27 | | 0.00 | | | | 24.000 | 24,04,278.40 |
| (c) On Completion wearing coat bearings expansions joints | Mtrs | | 24 | 2,09,888.12 | | 0.00 | | | | 24.000 | 4,68,42,31.9 |
| (3) Approaches | Mts | 24,28,321.18 | 4 | 6,07,090.30 | | 0.00 | | | | 4.000 | 24,28,321.18 |
| Repairs and strengthening of bridges and structures | Mts | | 5 | | | | | | | 5.000 | As per Schedule B |
| Widening of existing Bridges | Mts | | 6 | | | | | | | 6.000 | As per Schedule B |
| Cost for Minor Bridges / under passes / over passes | | 12,02,13,920.00 | 4.84% | 80,61,620.61 | 0.00% | 0.00 | 0.00% | 0.00 | 0.00% | 100.00% | 12,02,13,920.00 |
| A. 1- Widening & repair of Major Bridges | Mtrs | 29,25,560.00 | 81.00 | 36,118.02 | | 0.00 | | | 0 | 81.000 | 29,25,560 |
| Major Bridges | | | | | | | | | | | |
| Cost for Major Bridges Works | | 29,25,560.00 | 0.12% | 36,118.02 | 0.00% | 0.00 | 0.00% | 0.00 | 0.00% | 100.00% | 29,25,560.00 |
| Other Works | | | | | | | | | | | |
| (a) Road side drains | Km | 44,10,40,541.76 | 50.443 | 87,43,344.80 | 20.194 | 17,65,63,104.90 | 24.016 | 21,05,04,769.41 | 26.367 | 2,05,53,772.35 | 0 |
| (a) Road signs, marking, Km Stenets, safety devices. | Km | | | | | 0.00 | | 0.00 | 0.000 | 54.712 | 3,88,29,318.22 |
| (A) Road Marking | Km | 3,88,29,318.22 | 54.712 | 7,09,703.87 | | 0.00 | | 0.00 | | 54.712 | 3,88,29,318.22 |
| (E) Road Signs - Km stone & Safety device | Km | 3,88,29,318.22 | 54.712 | 7,09,703.87 | | 0.00 | | 0.00 | | 54.712 | 3,88,29,318.22 |
| (a) Junctions | Mts | 9,23,83,520.75 | 52 | 17,78,806.17 | 10 | 1,77,66,061.68 | 10 | 1,77,66,061.68 | 10 | 1,77,66,061.68 | 1,46,17,459.07 |
| (a) Protection Works | Km | 35,68,26,306.14 | 9.663 | 3,69,27,072.97 | | 0.00 | 0.195 | 72,00,779.23 | 9.498 | 3,59,25,526.9 | 0 |
| (M) Project Facilities | Km | | | | | 0.00 | | 0.00 | 0.000 | 54.362 | 81,69,285.13 |
| (a) Bus bay | Mts | 3,24,75,429.76 | 16 | 20,29,714.38 | 4 | 81,18,857.45 | 10 | 2,02,87,143.62 | 6.000 | 1,17,18,286.17 | 0 |
| (a) Site clearance and dismantling | Km | 81,69,285.13 | 54.362 | 1,50,275.65 | 54.362 | 81,69,285.13 | 54.362 | 81,69,285.13 | 54.362 | 0.000 | 0 |
| Cost for Other Works | | 1,00,85,53,720.00 | 40.62% | 5,10,48,421.70 | 20.68% | 21,06,17,308.16 | 26.17% | 26,39,38,839.07 | 73.83% | 74,46,15,680.93 | |
| Cost for Project | | 2,48,27,70,000.00 | | | 45.20% | 1,12,21,01,291.88 | 53.50% | 1,32,88,03,557.26 | 46.44% | 1,15,39,84,442.74 | |

Report of Mr. Deep Chaim Kabir – Rangat to Lamiya Bay (185 to 332)

Inspection carried out from 185+250 up to 330+662 by verifying condition of the road kilometre-by-kilometre and comparing against the position as noted on the last inspection in December 2022. Additionally verified NHIDCL claims of repair work with actual work found in progress/ done, taking the inputs from NHIDCL officers, APWD officers, and speaking to all contractors' staff/supervisors/managers found working on the road. Inspected the current work in progress at sites found along the road, together with physical inspection of the plants for concrete, bitumen, road surface materials and the stocks of raw materials at these places for processing and supplying to the road crews. Also ascertained nature of work remaining and time frame for completion, together with costs per kilometre to bring the road from current status to final blacktop, to place before the Hon'ble Court.

The brief precis of the inspection result by chainage corresponding to the packages allotted to the respective contractors is given hereunder together with findings and recommendations respectfully placed before the Hon'ble Court, together with a detailed kilometre-wise table which indicates the chainage, the status as seen in December inspection, status as seen now, timeline informed by engineers, and cost to bring to blacktop where there is none as of now.

Practical observations in regard to kilometre-by-kilometre verification:

- (i) **185 to 206** – Package VII, contractor: Garg – Rangat to Billiground
 - the road is in good condition, blacktopped and is being maintained with filling of potholes and running repairs

- (ii) **206 to 212** – Package IV, contractor: Mantena Vasisht
 - no work has been done since December.
 - Chemical treatment will be done, then blacktop can be done, but the Wirtgen machine for this is only one, and it is currently being used at Kadamtala. Once it reaches this stretch, the work will start, with completion by 31.05.2023.
- (iii) **212 to 216** – Package IV, contractor: Mantena Vasisht
 - work done and blacktopping done newly with some gaps still left to be filled.
- (iv) **216 to 221** – Package IV, contractor: Mantena Vasisht
 - old blacktop road being maintained and repaired, work to be completed by 31.03.2023 on assurance of Mr. Ranga (Project Manager) and Mr. Gopal Jha.
 - Inspected hot mix plant at 224 for materials availability and functioning
- (v) **221 to 232** – Package IV, Forest area, contractor – Mantena Vasisht
 - no road, but work is in progress with chemical treatment to be redone in some parts, but the machine for this is only one, and it is currently being used at Kadamtala. Once it comes, the work will start, with completion by 31.05.2023.
- (vi) **232 to 239** – Package IV, contractor – Mantena Vasisht
 - no work done since December, waiting for machines as above. Estimated to finish by 31.03.2023.

- Inspected hot mix plant at 238, met Mr. Phani Verma who said material is extremely short. Bitumen is available but aggregates are required urgently for work to continue. Some amount is on the way arriving by ship from Port Blair after which some work can be done, but regular and urgent supply of materials is required, and that can be done only when aggregates are available at the quarries for purchase by contractors.

(vii) **239 to 242** – Old road

- temporary maintenance done by local contractors only.
- No tender ever issued for this portion, tender is still under process.

(viii) **242 to 297** – Package II, contractor – Mantena Vasisht

- On average, good road, well maintained.
- Gaps in the middle for work on several culverts and as many as 6 bridges.
- Work is in progress on road as well as bridges and culverts.
- Met Mr. BN Anand Kumar (Project Manager), Mr. R.K. Chowdhury (Team Leader, Authority Engineers). Severe material shortage leading to slow pace of work. If material is made available to them, they will finish everything by 31.03.2023 including bridges and culverts. Pothole filling and maintenance to be completed by end February 2023 in any event.
- PWD officers concur, including Executive Engineer Mr. Sidappa. All concur that work is moving slowly at a time when the weather is good and this is a golden opportunity to finish this stretch entirely, but everything is dependent on materials being made available.

- Inspected the plant at 286 where it is found that sufficient material is there for concrete slabs for bridges, but not enough aggregates for road surfacing. Deficiencies found due to payments by contractor to supplier also, which are assured to be cleared shortly so that aggregates can be sourced and work finished by 31.03.2023, aggregates urgently sought for.
- Requests for increasing the supply of stone aggregates from the quarries at Brookshabad, Panchvati and Madhupur are said to have been made to the Administration from NHIDCL which controls these allotments, but the same is yet to be acted on, causing increased availability of raw materials. PWD officers concur that there is severe shortage of stone aggregates in the Diglipur area.
- Soil/earth is required in some places, with soil cutting permission required which is informed to be pending with the authorities of the Administration. This must be expedited to ensure provision of raw materials, especially for bridge approaches.

(ix) **298 to 309** – Package VIII, contractor: Kaba

- From Kalra junction onwards – work is in progress with chemical treatment in process after which blacktopping will immediately start.
- If raw materials of stone aggregates are made available, work is estimated to be completed by April 2023.
- Must be done before rains to ensure successful work, or everything goes back to square one.

(x) **309 to 319** – Package VIII, contractor: Kaba

- From Diglipur to Aerial Bay is an overlap between old and new road.
- This area requires two processes to complete it, DBM and blacktopping, both of which require stone aggregates as raw materials.
- Due to severe shortage DBM work in progress is slow or stopped in places awaiting raw materials, and hence blacktopping cannot be done.
- If raw materials of stone aggregates are made available, work is estimated to be completed by April 2023.

(xi) **319 to 330+662** - Package VIII, contractor: Kaba

- Aerial Bay to Lamiya Bay
- there is no road at all, and no work has been done except temporary levelling on weekly or fortnightly basis, as the old road has to be completely removed and a fresh restructuring altogether has to be done with full reconstruction of the road.
- Work in progress on several culverts being made.
- Contractor will take up this work after finishing the rest of Package VIII as indicated above in April 2023, assuming raw materials are made available.
- If work starts in May 2023, it will finish in 2024 only, taking into account rainy season and working season availability.

Brief assessment:

- Work at serial no. (ii), (v), (vi) above being done by Mantena Vasisht is progressing slowly due to the availability of only one Wirtgen machine which is deployed, and takes considerable time to move along. The

work can only progress serially as the machine moves along these stretches, and has to wait for that machine. It is informed by NHIDCL officer that another Wirtgen machine is being sourced from the mainland at the earliest by the contractor to increase work speed.

- Work at serial (viii), (ix) and (x) above being done by Kaba is going ahead, but appropriate materials especially stone aggregates and soil in some places is desperately and urgently required to complete the work, and if these are made available, the work is assured to be done by March 2023.
- Work at serial (vii) covering approximately 3 kilometres has never been tendered out, and the process of tender is informed by NHIDCL to be underway still
- Work at serial (xi) above by Kaba cannot start till the major work in serial (viii), (ix) and (x) is done as the same contractor's resources including men and machinery are waiting in that portion for full material availability, to finish the more urgent stretch up to Aerial Bay from Kalra junction.
- Work at serial no. (i), (iii), (iv) involves regular maintenance which is being done and road condition is good

Findings and recommendations regarding 185 to 332 chainage:

- A. The work is going on from 185 to 332 at different stretches as indicated above, with the limitation that the same contractor is working on some separate parts, and with limited specialised machine such as Wirtgen machine, and in other parts men and machinery are there but materials are in short supply as concurred by APWD officers as well. Working assets in place have also been verified by APWD to be present and

- accurate and ready for work pending material availability. Report of APWD in this regard is enclosed and marked as “Annexure A”.
- B. There is a definite improvement noted overall since last inspection.
 - C. There is a pressing need for materials especially adequate quantities of appropriate stone aggregates and soil for bridge approaches and culverts, for which NHIDCL has informed that some applications are still pending with the DC, N&M Andaman.
 - D. Ensuring urgent supply of necessary materials from the quarries which are under administrative control of the A&N Administration, will see the majority of the work completed before the rainy season as assured by NHIDCL. If once the rains start in April and May, the work done so far will also be rendered useless and damaged unless the protective blacktop surface is completed by March 31, 2023.
 - E. The cooperation of the A&N Administration is evident so far in expeditious processing of some matters – if the same can be applied to provision of adequate quarry materials of stone aggregates especially, it appears that the work will proceed in full flow without hiccups.
 - F. In the timeline assured by NHIDCL, most of the work from 185 to 332 may be certainly completed by NHIDCL contractors, which is also concurred by APWD officers if only steady adequate supply of appropriate materials required can be prioritised. By April 2023, the major part of the road from 185 to 332 should be completed if materials are made available immediately for work at this very moment where men and machinery are standing by.
 - G. This may be achieved with the assistance and intervention of the Chief Secretary, A&N Administration as provided earlier.
 - H. A surprise inspection sometime in the month of March will probably give the last impetus required for completion of work and sustaining the pressure for momentum of work in progress.

Kilometre by kilometre observations and costs assessed from NHIDCL to complete the road

As per the desire of the Hon'ble Court, the cost for each kilometre to be brought up to full blacktop status from the current status noted, has been ascertained from the Site Engineer Mr. Jatin Arora, NHIDCL and also from the Executive Director (Projects) Mr. Koteswara Reddy, NHIDCL. Copies of the documents relating to the list of costs as provided by NHIDCL (without including the technical papers/calculations) are enclosed herewith as "Annexure B".

| Chainage | December inspection situation observed | Current inspection situation observed | Status/timeline | Cost as per NHIDCL to bring to complete blacktop |
|------------|--|---------------------------------------|------------------|--|
| 185 to 186 | Blacktop | Blacktop | Good maintenance | - |
| 186 to 187 | Blacktop | Blacktop | Good maintenance | - |
| 187 to 188 | Blacktop | Blacktop | Good maintenance | - |
| 188 to 189 | Blacktop | Blacktop | Good maintenance | - |
| 189 to 190 | Blacktop | Blacktop | Good maintenance | - |
| 190 to 191 | Blacktop | Blacktop | Good maintenance | - |
| 191 to 192 | Blacktop | Blacktop | Good maintenance | - |
| 192 to 193 | Blacktop | Blacktop | Good maintenance | - |
| 193 to 194 | Blacktop | Blacktop | Good maintenance | - |
| 194 to 195 | Blacktop | Blacktop | Good maintenance | - |
| 195 to 196 | Blacktop | Blacktop | Good maintenance | - |
| 196 to 197 | Blacktop | Blacktop | Good maintenance | - |
| 197 to 198 | Blacktop | Blacktop | Good maintenance | - |
| 198 to 199 | Blacktop | Blacktop | Good maintenance | - |
| 199 to 200 | Blacktop | Blacktop | Good maintenance | - |
| 200 to 201 | Blacktop | Blacktop | Good maintenance | - |
| 201 to 202 | Blacktop | Blacktop | Good maintenance | - |

| | | | | |
|-------------------|----------|-------------------------|---|------------------|
| 202 to 203 | Blacktop | Blacktop | Good maintenance | - |
| 203 to 204 | Blacktop | Blacktop | Good maintenance | - |
| 204 to 205 | Blacktop | Blacktop | Good maintenance | - |
| 205 to 206 | Blacktop | Blacktop | Good maintenance | - |
| 206 to 207 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,74,20,564.50 |
| 207 to 208 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,39,19,610.88 |
| 208 to 209 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,60,54,338.70 |
| 209 to 210 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,66,66,021.86 |
| 210 to 211 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,81,89,066.52 |
| 211 to 212 | No road | No road | No work done – est. 31.05.2023 | ₹ 1,24,25,301.41 |
| 212 to 213 | No road | Blacktop | Work partly done | ₹ 1,98,27,743.92 |
| 213 to 214 | No road | Blacktop | Work done | ₹ 59,65,713.23 |
| 214 to 215 | No road | Blacktop | Work done | ₹ 55,30,056.48 |
| 215 to 216 | No road | Blacktop | Work done | ₹ 1,50,17,902.04 |
| 216 to 217 | No road | Blacktop old partial | Work in progress along stretch – est. 31.03.2023 | ₹ 33,36,193.78 |
| 217 to 218 | No road | Blacktop old partial | Work in progress along stretch – est. 31.03.2023 | ₹ 9,64,998.32 |
| 218 to 219 | No road | Blacktop old partial | Work in progress along stretch – est. 31.03.2023 | ₹ 92,925.76 |
| 219 to 220 | No road | Blacktop old partial | Work in progress along stretch – est. 31.03.2023 | - |
| 220 to 221 | No road | Blacktop old partial | Work in progress along stretch – est. 31.03.2023 | ₹ 13,10,491.54 |
| 221 to 222 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 72,72,683.48 |
| 222 to 223 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 87,24,872.65 |
| 223 to 224 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 43,68,305.15 |
| 224 to 225 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 1,25,53,984.07 |
| 225 to 226 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 3,29,25,030.22 |
| 226 to 227 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 3,38,14,749.33 |

| | | | | |
|----------------|------------------|------------------|--|------------------|
| 227 to 228 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 4,00,89,265.78 |
| 228 to 229 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 43,68,305.15 |
| 229 to 230 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 43,68,305.14 |
| 230 to 231 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 43,68,305.14 |
| 231 to 232 (F) | No road | No road | Work in progress along stretch – est. 31.05.2023 | ₹ 43,68,305.14 |
| 232 to 233 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 81,89,883.91 |
| 233 to 234 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 1,83,73,907.39 |
| 234 to 235 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 1,96,573.73 |
| 235 to 236 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 1,31,049.15 |
| 236 to 237 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 53,43,443.88 |
| 237 to 238 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 11,31,351.32 |
| 238 to 239 | Blacktop partial | Blacktop partial | No work done – est. 31.03.2023 | ₹ 11,61,572.05 |
| 239 to 240 | Blacktop old | Blacktop old | No work done - untendered | ₹ 14.9 crores |
| 240 to 241 | Blacktop old | Blacktop old | No work done - untendered | |
| 241 to 242 | Blacktop old | Blacktop old | No work done - untendered | |
| 242 to 243 | Blacktop | Blacktop | Good maintenance | - |
| 243 to 244 | Blacktop | Blacktop | Good maintenance | - |
| 244 to 245 | Blacktop | Blacktop | Good maintenance | - |
| 245 to 246 | Blacktop | Blacktop | Good maintenance | - |
| 246 to 247 | Blacktop | Blacktop | Good maintenance | - |
| 247 to 248 | Blacktop | Blacktop | Good maintenance | - |
| 248 to 249 | Blacktop | Blacktop | Good maintenance | - |
| 249 to 250 | Blacktop | Blacktop | Good maintenance | - |
| 250 to 251 | Blacktop | Blacktop | Good maintenance | - |
| 251 to 252 | Blacktop | Blacktop | Good maintenance | - |
| 252 to 253 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |

| | | | | |
|------------|----------|----------|---|---|
| 253 to 254 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |
| 254 to 255 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |
| 255 to 256 | Blacktop | Blacktop | Good maintenance | - |
| 256 to 257 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |
| 257 to 258 | Blacktop | Blacktop | Good maintenance | - |
| 258 to 259 | Blacktop | Blacktop | Good maintenance | - |
| 259 to 260 | Blacktop | Blacktop | Good maintenance | - |
| 260 to 261 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |
| 261 to 262 | Blacktop | Blacktop | Good maintenance | - |
| 262 to 263 | Blacktop | Blacktop | Good maintenance | - |
| 263 to 264 | Blacktop | Blacktop | Good maintenance | - |
| 264 to 265 | Blacktop | Blacktop | Good maintenance | - |
| 265 to 266 | Blacktop | Blacktop | Good maintenance | - |
| 266 to 267 | Blacktop | Blacktop | Good maintenance | - |
| 267 to 268 | Blacktop | Blacktop | Good maintenance | - |
| 268 to 269 | Blacktop | Blacktop | Good maintenance | - |
| 269 to 270 | Blacktop | Blacktop | Good maintenance | - |
| 270 to 271 | Blacktop | Blacktop | Good maintenance | - |
| 271 to 272 | Blacktop | Blacktop | Good maintenance | - |
| 272 to 273 | Blacktop | Blacktop | Good maintenance | - |
| 273 to 274 | Blacktop | Blacktop | Good maintenance | - |
| 274 to 275 | Blacktop | Blacktop | Good maintenance | - |
| 275 to 276 | Blacktop | Blacktop | Good maintenance | - |
| 276 to 277 | Blacktop | Blacktop | Good maintenance | - |
| 277 to 278 | Blacktop | Blacktop | Good maintenance | - |
| 278 to 279 | Blacktop | Blacktop | Good maintenance | - |
| 279 to 280 | Blacktop | Blacktop | Well maintained – bridge work in progress | - |
| 280 to 281 | Blacktop | Blacktop | Good maintenance | - |
| 281 to 282 | Blacktop | Blacktop | Good maintenance | - |
| 282 to 283 | Blacktop | Blacktop | Good maintenance | - |
| 283 to 284 | Blacktop | Blacktop | Good maintenance | - |
| 284 to 285 | Blacktop | Blacktop | Good maintenance | - |
| 285 to 286 | Blacktop | Blacktop | Good maintenance | - |
| 286 to 287 | Blacktop | Blacktop | Good maintenance | - |
| 287 to 288 | Blacktop | Blacktop | Good maintenance | - |
| 288 to 289 | Blacktop | Blacktop | Good maintenance | - |

| | | | | |
|------------|----------|---|---|---------------------------------|
| 289 to 290 | Blacktop | Blacktop | Good maintenance | - |
| 290 to 291 | Blacktop | Blacktop | Good maintenance | - |
| 291 to 292 | Blacktop | Blacktop | Good maintenance | - |
| 292 to 293 | Blacktop | Blacktop | Good maintenance | - |
| 293 to 294 | Blacktop | Blacktop | Good maintenance | - |
| 294 to 295 | Blacktop | Blacktop | Good maintenance | - |
| 295 to 296 | Blacktop | Blacktop | Good maintenance | - |
| 296 to 297 | Blacktop | Blacktop | Good maintenance | - |
| 297 to 298 | Blacktop | Blacktop | Good maintenance | - |
| 298 to 299 | No road | No road | Work in progress along stretch - April 2023 | ₹ 1,40,47,185.00 |
| 299 to 300 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 300 to 301 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 301 to 302 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 302 to 303 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 303 to 304 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 304 to 305 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 305 to 306 | No road | New blacktop partial | Work in progress along stretch - April 2023 | ₹ 43,93,813.00 |
| 306 to 307 | No road | New blacktop partial | Work in progress along stretch - April 2023 | ₹ 36,36,259.00 |
| 307 to 308 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 308 to 309 | No road | No road | Work in progress along stretch - April 2023 | ₹ 50,50,360.00 |
| 309 to 310 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 80,06,895.00 + ₹ 43,99,485.00 |
| 310 to 311 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |
| 311 to 312 | Old road | Upgrading done, blacktop | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |

| | | | | |
|------------|----------|---|---|---------------------------------|
| | | awaiting materials | | |
| 312 to 313 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |
| 313 to 314 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 97,50,745.00 |
| 314 to 315 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 85,97,269.00 |
| 315 to 316 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |
| 316 to 317 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |
| 317 to 318 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 1,02,31,360.00 |
| 318 to 319 | Old road | Upgrading done, blacktop awaiting materials | Work in progress along stretch - April 2023 | ₹ 81,85,088.00 + ₹ 33,30,267.00 |
| 319 to 320 | No road | No road | No work done save temporary levelling - Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 320 to 321 | No road | No road | No work done save temporary levelling - Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 321 to 322 | No road | No road | No work done save temporary levelling - Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 322 to 323 | No road | No road | No work done save temporary levelling - Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |

| | | | | |
|----------------|---------|---------|---|------------------|
| 323 to 324 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 324 to 325 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 325 to 326 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 326 to 327 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 327 to 328 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 328 to 329 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 329 to 330 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,66,51,335.00 |
| 330 to 330+662 | No road | No road | No work done save temporary levelling – Start in May 2023, finish in 2024 | ₹ 1,10,23,184.00 |

Submitted

Deep Chaim Kabir,

Advocate

Special Officer

Dated: 16.02.2023

EE/CD
HD/TM
31/1/2023



No.2-264(24)/NH/SE(PY)/CE/2022-23/ 114
अंडमान तथा निकोबार प्रशासन
ANDAMAN AND NICOBAR ADMINISTRATION
मुख्य अभियन्ता का कार्यालय
OFFICE OF THE CHIEF ENGINEER
अंडमान लोक निर्माण विभाग
ANDAMAN PUBLIC WORKS DEPARTMENT
निर्माण भवन NIRMAN BHAWAN

COURT MATTER

कार्यालय अतिरिक्त का कार्यालय
OFFICE OF THE EXECUTIVE ENGINEER
आर. डी. सं. /R.D. No. 217
दिनांक / DATE 31/1/23
निर्माण मंडल, ब्र.लो.नि.वि. /CD, APW
दिल्लिपुर /DIGLIPUR

Port Blair, dated 23/01/2023

To

1. The Executive Engineer, CD-I, APWD, Rangat.
2. The Executive Engineer, NACD, APWD, Mayabunder.
3. The Executive Engineer, CD, APWD, Diglipur.

Sub: - **Suo motu cognizance taken on the issue of non-existence of National Highway-4 (Road) in Middle and North Andaman – Reg:**

Sir,

Please find enclosed herewith a copy of Order dated 18.01.2023 passed by Hon'ble High Court Calcutta, Circuit Bench at Port Blair, on the cited subject matter, which is self explanatory.

In this regard, I am directed to request you for necessary action on the following issues pertaining to your jurisdiction.

1. Verification of machineries deployed by NHIDCL contractors as per **Appendix 'C'** for the Rehabilitation & Upgradation of NH-4. (Copy enclosed)
2. Opinion/views with respect to the Time Plan for Completion of all projects of NH-4 as per **Appendix 'D'**.

Copy of **Appendix 'C' & 'D'** are enclosed herewith for ready reference please.

The above information may kindly be furnished **before 01st February 2023** for submission to the Hon'ble Court.

Yours faithfully,

344'

Encl: A/A

Executive Engineer (Plg)-I 23/1

Copy to: -

1. The PA to Secretary(PWD) for kind information of Secretary (PWD), A&N Administration.
2. The Ld. Special Officers, High Court Calcutta, Circuit Bench at Port Blair for information please.
3. The Superintending Engineer, CC-I, APWD, Port Blair for information and necessary action please.

Executive Engineer (Plg)-I

कार्यपालक अभियंता का कार्यालय
निर्माण मंडल,
अण्डमान लोक निर्माण विभाग
डिगलीपूर- ७४४२०२



OFFICE OF THE EXECUTIVE ENGINEER
CONSTRUCTION DIVISION
ANDAMAN PUBLIC WORKS DIVISION
DIGLIPUR - 744202

File No.2-44/Misc/CD/DP/2023/431

Diglipur Dated 01/02/2023

To
The Executive Engineer (Plg.)
Chief Engineer's Office,
Nirman Bhawan, APWD,
Port Blair.

Sub: Suo motu cognizance taken on the issue of non-existence of National Highway-4 (Road) in Middle and North Andaman- reg.

Ref: Letter No.2-264(24)/NH/SE(P)/CE/2022-23/114 dated 23.01.2023.

Sir,

Kindly refer to the letter on the subject cited above, it is to inform that the following machineries were deployed at the NH-4 work sites of NHDCL by two (02) agencies from Km Ch. 298.00 Kalara Junction to Km 330.662 Lamiya Bay is detailed below for further necessary action.

M/s. KABA INTRATECH PVT. LTD

| Man Power | | | MACHINERY | | | |
|-----------|-----------|-----------|-----------|--------------------------------|--------|-------------------|
| Sl. No. | Technical | Labourers | Sl. No. | Description | Qty. | Remarks |
| 1. | 10 | 113 | | | | |
| | | | | TIPPER TRUCK | | |
| | | | 1. | Q-9037 | 01 No. | |
| | | | 2. | Q-9052 | 01 No. | |
| | | | 3. | Q-9066 | 01 No. | |
| | | | 4. | Q-9075 | 01 No. | |
| | | | 5. | Q-9113 | 01 No. | |
| | | | 6. | Q-9062 | 01 No. | |
| | | | 7. | R-0657 | 01 No. | |
| | | | 8. | R-0623 | 01 No. | |
| | | | 9. | R-3315 | 01 No. | |
| | | | 10. | R-2745 | 01 No. | |
| | | | 11. | R-1389 | 01 No. | |
| | | | 12. | N-1510 | 01 No. | |
| | | | 13. | B-5775 | 01 No. | |
| | | | 14. | Q-9037 | 01 No. | |
| | | | 15. | R-4710 | 01 No. | |
| | | | 16. | R-4741 | 01 No. | |
| | | | | GRADER | | |
| | | | 1. | Mahindra Grader | 01 No. | |
| | | | 2. | Mahindra Grader | 01 No. | |
| | | | | WATER TANKER | | |
| | | | 1. | D-0516 | 01 No. | Rent |
| | | | 2. | D-8240 | 01 No. | Rent |
| | | | 3. | B-4575 | 01 No. | Puspa KABA |
| | | | | BACHOE LOADER | | |
| | | | 1. | Case 851 | 01 No. | |
| | | | 2. | Case-770 | 01 No. | |
| | | | | MTH TRACTOR | | |
| | | | 1. | Multi Task Heavy (MHT) Tractor | 01 No. | |
| | | | 2. | Tractor | 01 No. | Panchayat Pradhan |
| | | | | PAVER | | |
| | | | 1. | PAVER | 01 No. | |
| | | | 2. | PAVER | 01 No. | |
| | | | | TATA YODHA | | |

| | | | |
|----------------------------|---------------------------|--------|--|
| 1. | Q-9027 | 01 No. | |
| 2. | Q-8982 | 01 No. | |
| EXCAVATOR | | | |
| 1. | TATA PC-70 | 01 No. | |
| 2. | HITACHI- 220 CASE | 01 No. | |
| 3. | JCB- 140 | 01 No. | |
| 4. | TATA-110 | 01 No. | |
| 5. | TATA-110 | 01 No. | |
| 6. | TATA-200 | 01 No. | |
| SOIL COMPACTOR | | | |
| 1. | HAMM | 01 No. | |
| 2. | DYNAPAC | 01 No. | |
| TANDEM ROLLER | | | |
| 1. | HAMM TANDEM | 01 No. | |
| 2. | HAMM TANDEM | 01 No. | |
| 3. | L & T BABY Roller | 01 No. | |
| RENTED FOUR WHEELER | | | |
| 1. | Mahindra Bollero (Diesel) | 01 No. | |
| 2. | Mahindra Bollero | 01 No. | |
| 3. | Mahindra Scorpio | 01 No. | |
| BIKE | | | |
| 1. | Q-7953 (Supper) | 01 No. | |
| 2. | Q-9587 (Supper) | 01 No. | |
| 3. | R-1527 (Platina) | 01 No. | |
| 4. | R-1542 (CT-100) | 01 No. | |

H.R. CONSTRUCTION PVT. LTD.

| Man Power | | | MACHINERY | | | |
|-----------|-----------|-----------|-----------|----------------|---------|---------|
| Sl. No. | Technical | Labourers | Sl. No. | Description | Qty. | Remarks |
| 1. | 16 | 40 | 1. | Excavator | 04 Nos. | |
| | | | 2. | JCB | 01 No. | |
| | | | 3. | Tipper | 04 Nos. | |
| | | | 4. | Batching Plant | 01 No. | |
| | | | 5. | Transit Mixer | 01 No. | |
| | | | 6. | DG Set | 03 Nos. | |
| | | | 7. | Pickup | 02 Nos. | |
| | | | 8. | Car | 01 No. | |

The above machineries were functioning found at work site on 27.01.2023 by the undersigned and also seen by the Assistant Engineer (E&M), APWD, Diglipur on 31.01.2023.

Yours faithfully


Executive Engineer
Construction Division
A.P.W.D., Diglipur.

Copy to:-

1. The Superintending Engineer, CC-I, APWD, Port Blair for kind information please.
2. The Assistant Engineer (Civil), Sub-Division No.1 & V, CD, APWD, Diglipur for information.


Executive Engineer
Construction Division
A.P.W.D., Diglipur.

2/16/23, 11:05 AM

Gmail - KM wise cost required to improve the NH-4 to Blacktop from the present condition in the Suo-Moto WPA(P) 3 of 202...



Deep Chaim Kabir <dckabir@gmail.com>

KM wise cost required to improve the NH-4 to Blacktop from the present condition in the Suo-Moto WPA(P) 3 of 2022 of Hon'ble HC of Calcutta: Reg

1 message

ED. Praveen Hooda <edp.portblair@nhidcl.com>

Thu, Feb 16, 2023 at 10:50 AM

To: dckabir <dckabir@gmail.com>, advtbinnu <advbinnu@gmail.com>

Cc: "Col. Shri Ram Kelaneya Retd" <sr.kelaneya@nhidcl.com>

Sir,

Please find the attached sheets as sought, showing KM wise cost required to improve the NH-4 to Blacktop from the present condition in the North & Middle Andaman for Package- 3, Package- 4 and Package- 8.

Executive Director (Projects)



Regional Office - Port Blair

Ward No. 23,

Near Air Force Station,

Prothrapur, Garacharma (PO),

Port Blair, A & N Islands - 744105

Tel: 03192 296755

Email: edp.portblair@nhidcl.com



4 attachments

PKG-03 Balance Work Est (Final)(12-02-2023) final.xlsx
2210K

PKG-04 Balance Work Est Trad Mtd 10.02.2023.xlsx
239K

Estimate of road upto BC for balance work Pkg- 08.pdf
1270K

Km wise amount of Package-VIII.pdf
3312K

| SL.No | Chainage | | Subgrade | GSB | WMM | DBM | BC | Total Cost |
|-----------------|----------|---------|--------------|-------------|-------------|-------------|-------------|----------------|
| | From | To | | | | | | |
| 1 | 206+000 | 207+000 | 3,29,592.30 | 2374261.14 | 3113992.76 | 3660345.308 | 7942372.994 | 1,74,20,564.50 |
| 2 | 207+000 | 208+000 | 2,07,851.00 | 1497281.8 | 1963779.218 | 2308325.87 | 7942372.994 | 1,39,19,610.88 |
| 3 | 208+000 | 209+000 | 2,82,083.50 | 2032025.3 | 2665128.939 | 3132727.966 | 7942372.994 | 1,60,54,338.70 |
| 4 | 209+000 | 210+000 | 3,23,653.70 | 2331481.66 | 3057884.782 | 3594393.14 | 7358608.579 | 1,66,66,021.86 |
| 5 | 210+000 | 211+000 | 3,56,316.00 | 2566768.8 | 3366478.659 | 3957130.062 | 7942372.994 | 1,81,89,066.52 |
| 6 | 211+000 | 212+000 | 1,55,888.25 | 1122961.35 | 1472834.413 | 1731244.402 | 7942372.994 | 1,24,25,301.41 |
| 7 | 212+000 | 213+000 | 5,56,862.52 | 3801812.388 | 4334341.274 | 4979388.662 | 6155339.07 | 1,98,27,743.92 |
| 8 | 213+000 | 214+000 | 87,534.96 | 548219.0362 | 462890.8156 | 498763.2683 | 4368305.147 | 59,65,713.23 |
| 9 | 214+000 | 215+000 | 63,661.79 | 398704.7536 | 336647.8659 | 362736.9224 | 4368305.147 | 55,30,056.48 |
| 10 | 215+000 | 216+000 | 2,96,930.00 | 2138974 | 2805398.883 | 3297608.385 | 6478990.77 | 1,50,17,902.04 |
| 11 | 216+000 | 217+000 | | | | | 3336193.776 | 33,36,193.78 |
| 12 | 217+000 | 218+000 | | | | | 964998.3188 | 9,64,998.32 |
| 13 | 218+000 | 219+000 | | | | | 92925.76403 | 92,925.76 |
| 14 | 219+000 | 220+000 | | | | | 0 | - |
| 15 | 220+000 | 221+000 | | | | | 1310491.544 | 13,10,491.54 |
| 16 | 221+000 | 222+000 | 1,59,154.48 | 996761.884 | 841619.6648 | 906842.3059 | 4368305.147 | 72,72,683.48 |
| 17 | 222+000 | 223+000 | 2,38,731.72 | 1495142.826 | 1262429.497 | 1360263.459 | 4368305.147 | 87,24,872.65 |
| 18 | 223+000 | 224+000 | | | | | 4368305.147 | 43,68,305.15 |
| 19 | 224+000 | 225+000 | 5,25,209.78 | 3289314.217 | 2104049.162 | 2267105.765 | 4368305.147 | 1,25,53,984.07 |
| 20 | 225+000 | 226+000 | 19,01,896.04 | 9170209.333 | 8416196.648 | 9068423.059 | 4368305.147 | 3,29,25,030.22 |
| 21 | 226+000 | 227+000 | 19,94,205.63 | 9967618.84 | 8416196.648 | 9068423.059 | 4368305.147 | 3,38,14,749.33 |
| 22 | 227+000 | 228+000 | 61,27,447.48 | 10745093.11 | 9072659.987 | 9775760.058 | 4368305.147 | 4,00,89,265.78 |
| 23 | 228+000 | 229+000 | | | | | 4368305.147 | 43,68,305.15 |
| 24 | 229+000 | 230+000 | | | | | 4368305.147 | 43,68,305.15 |
| 25 | 230+000 | 231+000 | | | | | 4368305.147 | 43,68,305.15 |
| 26 | 231+000 | 232+000 | | | | | 4368305.147 | 43,68,305.15 |
| 27 | 232+000 | 233+000 | 2,41,914.81 | 1515078.064 | 1279261.891 | 906842.3059 | 4246786.84 | 81,89,883.91 |
| 28 | 233+000 | 234+000 | 7,48,026.06 | 4684780.855 | 3955612.425 | 4262158.838 | 4723329.22 | 1,83,73,907.39 |
| 29 | 234+000 | 235+000 | | | | | 196573.7316 | 1,96,573.73 |
| 30 | 235+000 | 236+000 | | | | | 131049.1544 | 1,31,049.15 |
| 31 | 236+000 | 237+000 | 2,16,450.09 | 1355596.162 | 1144602.744 | 1233305.536 | 1393489.342 | 53,43,443.88 |
| 32 | 237+000 | 238+000 | | | | | 1131351.321 | 11,31,351.32 |
| 33 | 238+000 | 239+425 | | | | | 1161572.05 | 11,61,572.05 |
| TOTAL COST | | | | | | | | |
| 33,84,70,821.64 | | | | | | | | |

PROJECT :- Rehabilitation of Section from km. 298+000 to Km. 330+662 (Kalara To Kalipur)(New NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Island (Total Length 32.662 Km.) on EPC Mode (Package-VIII).

Authority :- NHIDCL (National Highways & Infrastructure Development Corporation Limited)

Authority Engineer :- Eptisa Servicios De Ingenieria SL

EPC Contractor :- M/s Kaba Infratech Pvt. Ltd.

| Km. wise Amount of Package -VIII | | | | | | | | | | | | | | | |
|-----------------------------------|-------|----------|---------|------|--------|-------|-------|-----------------|-------|---------|---------------|-----------------|------|-------------------------|----------|
| Sl No. | Items | Chainage | | Side | Length | width | Depth | Quantity in Cum | Rate | Amount | Hard shoulder | | | Overall Km. wise Amount | Remark |
| | | From | To | | | | | | | | Area | Quantity in Cum | Rate | | |
| Widening & Reconstruction of road | | | | | | | | | | | | | | | |
| 1 | CTSB | 298+000 | 299+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 14047185 |
| 2 | CTB | 298+000 | 299+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 3 | BC | 298+000 | 299+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 4 | BC | 299+000 | 300+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 5 | BC | 300+000 | 301+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 6 | BC | 301+000 | 302+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 7 | BC | 302+000 | 303+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 8 | BC | 303+000 | 304+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 9 | BC | 304+000 | 305+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 10 | BC | 305+000 | 306+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 11 | BC | 306+000 | 307+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 12 | BC | 307+000 | 308+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 13 | BC | 308+000 | 309+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 5050360 |
| 14 | CTSB | 309+000 | 309+570 | BHS | 570 | 7.10 | 0.250 | 1012 | 2437 | 2465635 | | 168 | 4160 | | |
| 15 | CTB | 309+000 | 309+570 | BHS | 570 | 5.70 | 0.100 | 325 | 8195 | 2662556 | 0.2950 | | | 699504 | 8006895 |
| 16 | BC | 309+000 | 309+570 | BHS | 570 | 5.50 | 0.040 | 125 | 17378 | 2179201 | | | | | |
| Overlay Section | | | | | | | | | | | | | | | |
| 17 | DBM | 309+570 | 310+000 | BHS | 430 | 5.50 | 0.060 | 142 | 15700 | 2227830 | 0.2950 | 127 | 4160 | 527696 | 4399485 |
| 18 | BC | 309+570 | 310+000 | BHS | 430 | 5.50 | 0.040 | 95 | 17378 | 1643959 | 0.2950 | 174 | 4160 | 724048 | 6036502 |
| 19 | DBM | 310+000 | 310+590 | BHS | 590 | 5.50 | 0.060 | 195 | 15700 | 3056790 | | | | | |
| 20 | BC | 310+000 | 310+590 | BHS | 590 | 5.50 | 0.040 | 130 | 17378 | 2255664 | 0.2950 | 121 | 4160 | 503152 | 4194858 |
| 21 | DBM | 310+590 | 311+000 | BHS | 410 | 5.50 | 0.060 | 135 | 15700 | 2124210 | | | | | |
| 22 | BC | 310+590 | 311+000 | BHS | 410 | 5.50 | 0.040 | 90 | 17378 | 1567496 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 23 | DBM | 311+000 | 312+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 24 | BC | 311+000 | 312+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 25 | DBM | 312+000 | 313+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 26 | BC | 312+000 | 313+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 27 | DBM | 313+000 | 314+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 28 | BC | 313+000 | 314+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 29 | DBM | 314+000 | 315+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 30 | BC | 314+000 | 315+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 31 | DBM | 315+000 | 316+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 32 | BC | 315+000 | 316+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 33 | DBM | 316+000 | 317+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 34 | BC | 316+000 | 317+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 35 | DBM | 317+000 | 318+000 | BHS | 1000 | 5.50 | 0.060 | 330 | 15700 | 5181000 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 36 | BC | 317+000 | 318+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | 0.2950 | 295 | 4160 | 1227200 | 10231360 |
| 37 | DBM | 318+000 | 318+800 | BHS | 800 | 5.50 | 0.060 | 264 | 15700 | 4144800 | 0.2950 | 236 | 4160 | 981760 | 8185088 |
| 38 | BC | 318+000 | 318+800 | BHS | 800 | 5.50 | 0.040 | 176 | 17378 | 3058528 | | | | | |

PROJECT: -Rehabilitation of Section from km. 298+000 to Km. 330+662 (Kalara To Kalipur)(New NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Island (Total Length 32.662 Km.) on EPC Mode (Package-VIII).

Authority :-NHIDCL (National Highways & Infrastructure Development Corporation Limited)

Authority Engineer :- Eptisa Servicios De Ingenieria SL

EPC Contractor :- M/s Kaba Infratech Pvt. Ltd.

Km. wise Amount of Package -VIII

| Sl No. | Items | Chainage | | Side | Length | width | Depth | Quantity in Cum | Rate | Amount | Hard shoulder | | | Overall Km. wise Amount | Remark |
|-----------------------------------|----------|----------|---------|------|--------|-------|-------|-----------------|-------|---------|---------------|-----------------|------|-------------------------|----------|
| | | From | To | | | | | | | | Area | Quantity in Cum | Rate | | |
| Widening & Reconstruction of road | | | | | | | | | | | | | | | |
| 39 | Subgrade | 318+800 | 319+000 | BHS | 200 | 8.10 | 0.500 | 810 | 643 | 520830 | | | | | |
| 40 | CTSB | 318+800 | 319+000 | BHS | 200 | 7.10 | 0.250 | 355 | 2437 | 865135 | 0.2950 | 59 | 4160 | 245440 | 3330267 |
| 41 | CTB | 318+800 | 319+000 | BHS | 200 | 5.70 | 0.100 | 114 | 8195 | 934230 | | | | | |
| 42 | BC | 318+800 | 319+000 | BHS | 200 | 5.50 | 0.040 | 44 | 17378 | 764632 | | | | | |
| 43 | Subgrade | 319+000 | 320+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 44 | CTSB | 319+000 | 320+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 45 | CTB | 319+000 | 320+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 46 | BC | 319+000 | 320+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 47 | Subgrade | 320+000 | 321+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 48 | CTSB | 320+000 | 321+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 49 | CTB | 320+000 | 321+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 50 | BC | 320+000 | 321+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 51 | Subgrade | 321+000 | 322+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 52 | CTSB | 321+000 | 322+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 53 | CTB | 321+000 | 322+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 54 | BC | 321+000 | 322+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 55 | Subgrade | 322+000 | 323+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 56 | CTSB | 322+000 | 323+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 57 | CTB | 322+000 | 323+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 58 | BC | 322+000 | 323+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 59 | Subgrade | 323+000 | 324+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 60 | CTSB | 323+000 | 324+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 61 | CTB | 323+000 | 324+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 62 | BC | 323+000 | 324+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 63 | Subgrade | 324+000 | 325+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 64 | CTSB | 324+000 | 325+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 65 | CTB | 324+000 | 325+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 66 | BC | 324+000 | 325+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 67 | Subgrade | 325+000 | 326+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 68 | CTSB | 325+000 | 326+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 69 | CTB | 325+000 | 326+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 70 | BC | 325+000 | 326+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 71 | Subgrade | 326+000 | 327+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 72 | CTSB | 326+000 | 327+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 73 | CTB | 326+000 | 327+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 74 | BC | 326+000 | 327+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 75 | Subgrade | 327+000 | 328+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 76 | CTSB | 327+000 | 328+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 77 | CTB | 327+000 | 328+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 78 | BC | 327+000 | 328+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |

| PROJECT :- Rehabilitation of Section from km. 298+000 to Km. 330+662 (Kalara To Kalipur)(New NH-4 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Island (Total Length 32.662 Km.) on EPC Mode (Package-VIII). | | | | | | | | | | | | | | | |
|---|----------|----------|---------|------|--------|-------|-------|-----------------|-------|---------|---------------|-----------------|------|-------------------------|----------|
| Authority :-NHIDCL (National Highways & Infrastructure Development Corporation Limited) | | | | | | | | | | | | | | | |
| Authority Engineer :- Eptisa Servicios De Ingenieria SL | | | | | | | | | | | | | | | |
| EPC Contractor :- M/s Kaba Infratech Pvt. Ltd. | | | | | | | | | | | | | | | |
| Km. wise Amount of Package -VIII | | | | | | | | | | | | | | | |
| Sl No. | Items | Chainage | | Side | Length | width | Depth | Quantity In Cum | Rate | Amount | Hard shoulder | | | Overall Km. wise Amount | Remark |
| | | From | To | | | | | | | | Area | Quantity in Cum | Rate | | |
| 79 | Subgrade | 328+000 | 329+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 80 | CTSB | 328+000 | 329+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | | | | | |
| 81 | CTB | 328+000 | 329+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | 0.2950 | 295 | 4160 | 1227200 | 16651335 |
| 82 | BC | 328+000 | 329+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 83 | Subgrade | 329+000 | 330+000 | BHS | 1000 | 8.10 | 0.500 | 4050 | 643 | 2604150 | | | | | |
| 84 | CTSB | 329+000 | 330+000 | BHS | 1000 | 7.10 | 0.250 | 1775 | 2437 | 4325675 | | | | | |
| 85 | CTB | 329+000 | 330+000 | BHS | 1000 | 5.70 | 0.100 | 570 | 8195 | 4671150 | | | | | |
| 86 | BC | 329+000 | 330+000 | BHS | 1000 | 5.50 | 0.040 | 220 | 17378 | 3823160 | | | | | |
| 87 | Subgrade | 330+000 | 330+662 | BHS | 662 | 8.10 | 0.500 | 2681 | 643 | 1723947 | | | | | |
| 88 | CTSB | 330+000 | 330+662 | BHS | 662 | 7.10 | 0.250 | 1175 | 2437 | 2863597 | | | | | |
| 89 | CTB | 330+000 | 330+662 | BHS | 662 | 5.70 | 0.100 | 377 | 8195 | 3092301 | 0.2950 | 195 | 4160 | 812406.4 | 11023184 |
| 90 | BC | 330+000 | 330+662 | BHS | 662 | 5.50 | 0.040 | 146 | 17378 | 2530932 | | | | | |

NHIDCL/A&N/NH-4/ATR-General/2021/e-200519

Date: 10.01.2023

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Review meeting held on 06.01.2023 under the Chairmanship of MD-NHIDCL through VC to review ongoing works of NH-04 in A&N Islands -reg.

Sir,

Minutes of Meeting held under the Chairmanship of MD-NHIDCL on 06.01.2023 (Through Video conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands are attached herewith for necessary action by all concerned.

Encl.: MoM dated 06.01.2023

(Devender Kumar)

Dy.General Manager (T)

copy for necessary action:

1. M/s Eptisa Servicios De Ingeineiria S.L.
2. M/s Yongma Engineerings Co. Ltd.
3. M/s Mantena Vasishta Bridges (JV)
4. M/s Vasishta Mantena Nh (JV)
5. M/s Mantena Vasishta Strait (JV)
6. M/s Vasishta Construction Pvt. Ltd.
7. M/s Kaba Infratech Pvt. Ltd.

Subject: Minutes of Meeting held on 06.01.2023 to review the Projects of NH-04 in A&N Island under the Chairmanship of MD-NHIDCL (through Video conferencing)

The Project Review Meeting under the Chairmanship of MD, NHIDCL was held on 06.01.2023 through VC for the Projects of NH-04 in A&N Island as mentioned below. List of participants of the meeting are at **Annex**.

(i) *Construction of Major Bridge over **Middle Strait Creek** between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman & Nicobar Islands on EPC Basis (M/s Mantena Vasishta Bridge (JV).*

(ii) *Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis(Package-II) (M/s Vasishta Mantena NH-(JV).*

(iii) *Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4 (Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Package-III) (M/s Mantena Vasishta Strait JV).*

(iv) *Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV) (M/s Vasishta Construction Pvt. Ltd.)*

(v) *Rehabilitation of Section from Km 298.000 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands(Total lengths -32.662km) on EPC Mode (Package-VIII) (M/s KabalInfratech Pvt. Ltd.)*

2. As regard to the project of bridge over **Middle Strait Creek**, MD NHIDCL expressed displeasure on creeping progress for construction of Middle Strait Creek bridge. It was observed that the construction of bridge is extremely slow in last six months at the rate of 2.53 % only and thus the project has become almost stagnant. The physical progress made till date is 40.72% only against the extended completion date of 26th September 2022. ED(P) was enquired about the progress at the site in the bridge project and work programme of the Contractor to complete the work. It was apprised by ED(P) that segment casting is the only activity of the contractor which is ongoing on the Bridge site with about 8-10 labours and



limited steel. Further, it was added by GM(P) that as regard to segment casting, casting is being done through one mould only at a time and three moulds available on the site were not used simultaneously for segment casting due to lack of adequate labour and material at site. In this manner, the Contractor was able to cast 6 segments only in the month of December 2022 against 295 nos. of balance segments (=336-41) to be casted for the project. Further, lack of steel availability for segment casting was also reported by GM(P). This fact was also endorsed by DGM (T) who had visited the site on 29.12.2022 and apprised that steel was not available at the site and the representative of the Contractor reported at the site that orders for the steel have been issued and it is about to reach at site. DGM(T) also apprised that purchase order of 500 MT are produced by the contractor issued in last week of December 2022.

Further, as regard to the piling work, it was reported by ED(P) that there is no work of piling since 15th November at the site. Further, there was work on bridge piling hardly for 15 days in past 4 months. GM(P) apprised that out of 126 nos. of piles, 74 piles only are completed so far and rest of 52 nos. of piles are still to be started. GM(P) also apprised that all these piles are to be done in sea which will take almost 520 days as per progress trajectory (time of about 10 days is required to do a pile) of past one year, if the Contractor starts the piling now. DGM(T) apprised that there was no work of pile when he visited the site and representative of the Contractor informed that since of Mid November, they are not able to start the work of piling. Further, DGM(T) also apprised the house that there is an issue of approval of design & drawings pertaining to the Bridge due to change of FRL in the revised design/drawings by the Contractor. It was reported by the representative of AE that they had issued the observations on the revised design/drawings in Feb 2022 which were still to be complied with by the Contractor. It was also apprised by ED(P) that he has scheduled a VC of the designer of both the Contractor and AE to resolve the issue. Further ED(P) also intimated that cure period Notice has already been served to the Contractor which shall lapse on 10th Jan 2023.

In view of above facts, following decisions were taken with respect to the Middle Strait Creek Bridge:

- i. The Contractor shall mobilize the additional labour and material resources to start the stalled piling work. Further, parallel segments shall be casted by mobilizing additional labour & material resources to achieve the required work progress. Nos. of casting



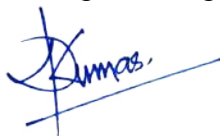
moulds shall also be increased from existing four nos. to cast more nos. of parallel segments.

- ii. ED(P) shall issue the Notice of intention to terminate the Contract as per Contract Agreement on lapse of cure period notice without any delay.
- iii. Bids shall be invited for the balance work on EPC mode. ED(P) was asked to prepare the estimate and schedule within 10 days period and send to the HQ for approval.
- iv. The performance of the contractor shall be monitored during the termination notice and decision on either to award the bid for the balance work or annul the bidding process, shall be taken based on progress of the contractor during termination notice.

3. As regard to **Package-II**, it was observed that the progress in the work is 84.08% as on date 06.01.2023. ED(P) was enquired about the progress at the site and work programme of the Contractor to complete the work. ED(P) and GM(P) apprised that work at three fronts i.e. work of rectification of CTB, Minor Bridge and Retaining wall is ongoing on the site. The Contractor can complete the work as per work programme till 31.03.2023. The Contractor assured that BC shall be completed by next week and repairing work be completed by end of February 2023. He also assured that the work shall be completed in all respects by 31.03.2023. DGM(T) apprised that about 40 Km shoulder is still to be completed other than balance work of retaining wall and breast wall (comprising 10 % of balance 16 % work) and the Contractor needs to enhance its resources to complete the same till 31.03.2023. The Contractor assured to complete the Package-II in all respects by 31.03.2023.

4. As regard to **Package-III**, it was noted that as on date, Physical progress was 52.83% at extremely slow progress in last six months i.e. from 44.46% to 52.83%. The Contractor was enquired about such a dismal progress and work programme to complete the project. It was intimated by the Contractor that 24.14 Km stretch out of total 54 Km road under package-III falls in forest portion wherein only 7.5 m ROW is available as per Forest clearance and therefore he will not do any work in the Forest stretches as the same will not stay in absence of protection works and road side drain. Further, it was added by him that for the remaining portion of about 30 Km falling in revenue portion, he shall complete the rectification in damaged portion, structures and fresh BC work in balance & uncovered 20 Km. Thus, he will complete the full scope of work in revenue portion in all respects.

ED(P) intimated that road side drain has already been constructed in about 7.5 Km length out of 24.14 Km length falling in forest portion. Further, the Contractor has already



completed subgrade and CTB in full length of Forest stretches. Moreover, protection works are required to be constructed in about 3 Km only in Forest stretch of 24.14 Km. As per assurance of Forest officials, the protection work can also be completed wherever required. GM(P) informed about 5 stretches of about aggregate 200 m length zone is land sliding which needs protection. Thus, the work can be done in the Forest stretches also in 7.5 m width wherein the clearance is already available leaving the protection works beyond the 7.5 m, if he can mobilize the resources to complete the work. The Contractor shown his inability to complete the work in 7.5 m due to possible damage of the constructed works in absence of protection works and resource constraint too.

The Contractor was also raised the issue of recoveries made in all packages by ED(P) in recent payments at such a critical stage of work wherein he was facing financial crunch and funds are required in the project. It was requested that the recoveries may be made in subsequent stage payments so as he can mobilize the required resources to his fullest potential and complete the assured work till 31.03.2023

In view of above facts, following decisions were taken with respect to Package-III:

- i. The Contractor shall mobilize the additional labour and material resources to complete the work in available 7.5 m width in Forest stretches and full width in revenue portion by 31.03.2023. Any damage due to lack of protection work in forest stretches shall be taken care of by the Authority. The damaged portion in the work completed work by the Contractor shall be repaired & rectified as per methodology suggested by CRRI. Entire road shall be maintained in traffic worthy condition during the work.
- ii. ED(P) shall issue the Notice of intention to terminate the Contract as per Contract Agreement on lapse of cure period notice without any delay.
- iii. Bids shall be invited for the balance work on EPC mode. ED(P) was asked to prepare the estimate and schedule within a week period and send to the HQ for approval.
- iv. ED(P) was asked to assess the requirement of material availability for the balance work and prepare the realistic plan as to how this stretch can be completed in shortest time.
- v. The performance of the contractor shall be monitored during the termination notice and decision on either to award the bid for the balance work or annul the bidding process shall be taken based on progress of the contractor during termination notice.



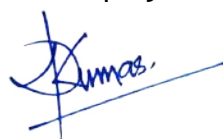
- vi. The Contractor raised a request to make direct payment to the local contractors, if he is able to bring the local contractors on board to complete the balance stretches. It was agreed to.
- vii. ED(P) was asked to release the recoveries which are already secured against the BG. It was suggested that the recoveries may be made in subsequent stage payments so as the Contractor can mobilize the resource to his fullest potential and complete the work till 31.03.2023.

5. As regard to **Package-IV**, it was noted that as on date, Physical progress is 70.43% & Financial progress is 69.48% at an extremely slow progress in past six months from 64.22% to 70.43% only. It was intimated by the Contractor that about 11 Km falls in forest portion wherein only 6.75 m ROW is available and therefore he will not do any work in the Forest stretches as the same will not stay in of protection works and road side drain. For the remaining of about 22 Km stretch falling in revenue portion, he shall complete the rectification in damaged portion, structures and fresh BC work in balance & uncovered 13 Km. Thus, he will complete the full scope of work in revenue portion in all respects by 31.03.2023.

ED(P) intimated that road side drain has already been constructed in almost entire road stretch falling in forest portion as per approved design/drawings. Further, the Contractor has already completed subgrade and CTB in full length of Forest stretches. Moreover, protection works are required to be constructed in minimal stretches. Thus, the work can be done in the Forest stretches also in 6.75 m width, if he can mobilize the resources to complete the work. The Contractor shown his inability to complete the work in 6.75 m due to possible damage of the constructed works in absence of protection works and resource constraint too.

It was also intimated by representative of AE that about 59,000 CBM aggregates for Package-III and 54,000 CBM aggregates for Package-IV are required to complete the balance work. As per four quarries allotted to NHIDCL by UT of A&N, the balance potential of quarries is 39,000 CBM only. The Contractor was asked about his plans of arranging such quantities of aggregates. The Contractor intimated that about 10,000 CBM are being arranged at local market and remaining aggregates shall be brought from mainland.

The Contractor was also raised the issue of recoveries made in all packages by ED(P) in recent payments at such a critical stage of work wherein he was facing financial crunch and funds are required in the project. It was requested that the recoveries may be made in



subsequent stage payments so as he can mobilize the required resources to his fullest potential and complete the assured work till 31.03.2023.

In view of above facts, following decisions were taken with respect to Package-IV:

- i. The Contractor shall mobilize the additional labour and material resources to complete the work in available 6.75 m width in Forest stretches and full width in revenue portion by 31.03.2023. Any damage due to lack of protection work in forest stretches shall be taken care of by the Authority. The damaged portion in the work completed work by the Contractor shall be repaired & rectified as per methodology suggested by CRRI. Entire road shall be maintained in traffic worthy condition during the work.
- ii. ED(P) shall issue the Notice of intention to terminate the Contract as per Contract Agreement on lapse of cure period notice without any delay.
- iii. Bids shall be invited for the balance work on EPC mode. ED(P) was asked to prepare the estimate and schedule within a week period and send to the HQ for approval.
- iv. ED(P) was asked to assess the requirement of material availability for the balance work and prepare the realistic plan as to how this stretch can be completed in shortest time.
- v. The performance of the contractor shall be monitored during the termination notice and decision on either to award the bid for the balance work or annul the bidding process shall be taken based on progress of the contractor during termination notice. If the Contractor is able to show the significant and visible progress by mobilizing the additional labour & material resources at site, the bids shall be annulled.
- vi. ED(P) shall apply for extension of lease validity of quarried allotted to NHIDCL so as the aggregates quantities can be extracted fully for use in the projects. ED(P) assured to do so within a week period.
- vii. The Contractor raised a request to make direct payment to the local contractors, if he is able to bring the local contractors on board to complete the balance stretches. It was agreed to.
- viii. ED(P) was asked to release the recoveries which are already secured against the BG. It was asked that the recoveries may be made in subsequent stage payments so as the Contractor can mobilize the resource to his fullest potential and complete the work till 31.03.2023.



5. As regard to Package VIII, MD NHIDCL expressed displeasure on slow progress of work since the appointed date of the Package-VIII too. It was noted that as on date, Physical progress is 13.77 % & Financial progress is 8.80 % at an extremely slow progress in past six months from 2.34 % to 13.77 % only. The Contractor was enquired about such a dismal progress and work programme to complete the project.

Representative of the Contractor M/s Kaba Infratech Pvt. Ltd, stated that the entire stretch under their scope can be divided under three sections. First Section of about 11.57 km (from km 298.00 to km 309.570) which is under construction of Subgrade and CTB. The Contractor assured that this stretch shall be completed by 28.02.2023. The Second stretch which is overlaying portion of 9.23km (from km 309.570 to km 318.800). This stretch shall be completed by 31.03.2022 as by the end of next week, their HMP shall be functional. The third section of 11.862 km (from 318.800 to km 330.662) shall be completed by 30.06.2023 in all respects. DGM(T) who visited the site on 29.12.2022/30.12.2022 informed the house that first section is not in good traffic worthy condition and attention needs to be paid to complete it with much greater effort at increased pace. ED (P) was asked to look into the issue and ensure the completion of this stretch by 28.02.2023 along with maintain in traffic worthy condition. It was also reported by the Contractor that Hot Mix Plant was delayed initially by 1.5 months due to essential goods movement and now has reached at site and is under installation. It will be functional in next 10 days and he will complete the work as per assured timelines.

The Contractor raised the allotment of quarries. It was intimated to the Contractor that as per Contract agreement, the Contractor shall be liable to arrange the material on his own either locally or mainland. Although, NHIDCL shall facilitate to the extent possible.

The meeting ended with vote of thanks to the chair.



Participants of the meeting

- i. Shri Chanchal Kumar, MD NHDICL- in Chair
- ii. Shri Atul Kumar, Director(T), NHIDCL
- iii. Shri Rajendra Singh Yadav, ED(T)
- iv. Col. Praveen Hooda, ED(P)
- v. Shri Bidur Kant Jha, Director(New Technology), MoRT&H
- vi. Col. Sri Ram Kelaneya, GM(P)
- vii. Shri Devender Kumar, DGM(T)
- viii. Ms. Sarita, Representative of M/s Yongma Engineering Consultant Private Limited
- ix. Shri RK Choudhary, TL, M/s Eptisa Servicios De Ingenieria S.L.
- x. Shri Rama Raju, Representative of EPC Contractors M/s MantenaVashista Strait JV, M/s Vashishta Construction Pvt. Ltd., M/s Vashishta Mantena NH JV.
- xi. Shri Abhishek Bhatnagar, Representative of M/s Kaba Infratech Pvt. Ltd.



राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

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



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Review Meeting/A&N/2022/(e-200519)

Date: 18.04.2023

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Review meeting held on 13.04.2023 under the Chairmanship of Dir(T), NHIDCL through VC to review ongoing works of NH-04 in A&N Islands –reg.

Sir,

Minutes of Meeting held under the Chairmanship of Dir(T)-NHIDCL on 13.04.2023 (Through Video Conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands are attached herewith for necessary action by all concerned.

Encl: MoM dated 13.04.2023

(Devender Kumar)
Dy. General Manager (T)

Copy for necessary action:

1. M/s Eptisa Servicios De Ingeineiria S.L.
2. M/s Yongma Engineering Co.Ltd
3. M/s Mantena Vasishta Bridges (JV)
4. M/s Vasishta Mantena NH (JV)
5. M/s Mantena Vasishta Strait (JV)
6. M/s Vasishta Constrauction Pvt.Ltd.
7. M/s Kaba Infratech Pvt.Ltd.

**Minutes of Review Meeting held on 13.04.2023 under the Chairmanship of Dir(T)-
NHIDCL (through Video conferencing)**

The Review Meeting was held on 13.04.2023 under the Chairmanship of Dir(T), NHIDCL through VC for the projects of NH-4 in A&N Islands as mentioned below. List of participants of the meeting are at Annex.

2. The Projects reviewed are as under:

(i) *Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2-lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis (**Package-II**) (M/s Vasishta Mantena NH-(JV).*

(ii) *Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4 (Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (**Package-III**) (M/s Mantena Vasishta Strait JV).*

(iii) *Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (**Package-IV**) (M/s Vasishta Construction Pvt. Ltd.)*

(iv) *Rehabilitation of Section from Km 298.000 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Total lengths -32.662km) on EPC Mode (**Package-VIII**) (M/s Kaba Infratech Pvt. Ltd.)*

(v) *Construction of Major Bridge over **Middle Strait Creek** between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman & Nicobar Islands on EPC Basis (M/s Mantena Vasishta Bridge (JV).*

3. At the outset, Dir(T), NHIDCL expressed disappointment on slow progress of the work and non-achievement of targets committed by the contractor earlier in review meeting held on 06.01.2023.

4. As regard to **Package-II**, following was deliberated:

4.1 It was discussed during the review meeting held on 06.01.2023 that, it was committed by Contractor that the work shall be completed by 31.03.2023 for the project in all respects. Whereas, the reported physical progress of work is 84.93% only as on 13.04.2023. On enquiry of the balance work in package-II, it was reported by ED(P) that fresh BC in 0.600 KM is

balance spanning over approaches of the two Minor Bridges and culverts gaps. Further, the damages in the pavement were in 5.046 Km out of which damages in 3.033 Km (4231 Sqm) still to be rectified. Besides, out of total 55.465 Km hard shoulders in the scope, 12.335 Km only has been done so far and balance 43.13 Km is yet to be completed, as reported by ED(P).

4.2 On enquiry of planning and target of completion of the balance work in package-II, Mr. Rama Raju (representative of the Contractor) indicated that the work is likely to be completed by 10th May 2023. The Contractor was categorically intimated that the EoT has already been lapsed and the work must be completed by end of April 2023 by augmenting the resources. None of the work activities should extend in the Month of May. The Contractor agreed and promised to complete the work by April 2023.

5. As regard to **Package-III**, following was deliberated:

5.1 The Contractor was reminded about his assurance given during the review meeting held on 06.01.2023 that the Contractor shall mobilize the additional labour and material resources to complete the work in available 7.5 m width in Forest stretches and full width in revenue portion by 31.03.2023. It was noted with disappointment that the physical progress was 55.33 % only as on date 13.04.2023. The status of BC, as appraised by ED(P) is as under:

| Sl. No. | Particulars | Non-Forest stretches (Km) (Revenue) | Forest stretches | Total |
|---------|--|-------------------------------------|------------------|--------|
| 1 | Length (Km) | 31.142 | 23.57 | 54.712 |
| 2 | BC length executed including Half & Partial width (Km) | 25.707 | 7.645 | 33.352 |
| 3 | BC length equivalent to Full width (Km) | 19.572 | 7.645 | 27.217 |
| 4 | Balance BC (1-3) | 11.57 | 15.925 | 27.495 |

The details of width of executed BC are as under:

| Sl. No. | Particulars | Non-Forest stretches (Revenue) | | | Forest stretches | | | Total Length |
|---------|--------------|--------------------------------|--------------|-----------|------------------|--------------|-----------|--------------|
| | | 5.5 m wide BC | 10 m wide BC | Sub total | 5.5 m wide BC | 10 m wide BC | Sub total | |
| 1 | Length as CA | 9.946 Km | 21.196Km | 31.142 | 23.258 | 0.312 | 23.57 | 54.712 Km |

| | | | | | | | | |
|---|---|----------|---|--------|-----------|---|----------|-----------|
| 2 | BC length executed | 9.918 Km | 15.789 Km (10m= 4.821 Km; 5m=8.362 Km; 2.5m= 2.606 Km) | 25.707 | 7.645 Km | 0 | 7.645 | 33.352 Km |
| 3 | BC length equivalent to Full width (Km) | 9.918 Km | 9.654 | 19.572 | 7.645 Km | 0 | 7.645 Km | 27.217 Km |
| 4 | Balance BC (1-3) | 11.57 Km | | | 15.925 Km | | | 27.495 Km |

5.2 The continuity in the BC throughout the length for smooth plying of the traffic, convenience of users, possible loosening of CTB material in the Monsoon as witnessed earlier and in view of the very small window left for onset of Monsoon, completion of the BC work was emphasized by Dir(T). On enquiry of planning and target of completion of the balance work in package-II, Mr. Rama Raju (representative of the Contractor) indicated that 2.7 km only is balance for fresh BC in revenue portion. 2.3 Km out of balance 5 Km in revenue portion is overlay portion and therefore, that can be taken up after the covering of other stretches by BC for continuity. Whereas, ED(P) informed that balance BC is 9.27 Km in addition to the 2.3 Km of Overlay Stretch. This 9.27 Km shall be completed by 30th April 2023.

5.3 As regard to Forest stretch, it was intimated by Contractor that they can do only 3.75m BC in the forest stretch in Baratang as the CTB layer was done for a width of only 4.75m due to restrictions of Forest Department wherein the ROW was 4.75m only at that time. Even though, ROW permission for 7.5m, the CTB layer cannot be extended as the movement of stabilization machine to carry out widening of 0.875 m on both sides is not feasible. The matter was discussed during the meeting and it has been decided that there is option other than 3.75 m width BC as of now. Therefore, it has been decided in the meeting that work of BC in 3.75 m width for 7.350 km in the Baratang forest stretch between 112.950 and 129.420 shall be allowed so as the road shall be motorable in monsoon season. The BC and other allied works may be carried out in the remaining width once the Forest permission is received. ED(P) had also agreed to the decision. The Contractor agreed to complete this length by end of April 2023.

5.4 BC in balance Forest stretch shall be completed by providing 5.5 m width. The Contractor assured to complete the BC in full length including rectification of damaged pavement by 15th May 2023.

6. As regard to **Package-IV**, following was deliberated:

6.1 The Contractor was reminded about assurance of given during the review meeting held on 06.01.2023 that the Contractor shall mobilize the additional labour and material resources to complete the work in available 7.5 m width in Forest stretches and full width in revenue portion by 31.03.2023. it was noted with disappointment that the physical progress was 75.13% only as on date 13.04.2023. The status of BC, as apprised by ED(P) is as under:

| Sl. No. | Particulars | Non-Forest stretches (Km) (Revenue) | Forest stretches | Total |
|---------|--|--|------------------|--------|
| 1 | Length (Km) | 22.771 | 10.634 | 33.405 |
| 2 | BC length executed including Half width (Km) | 20.215 | 0 | 20.215 |
| 3 | BC length equivalent to Full width (Km) | 18.445 | 0 | 18.445 |
| 4 | Balance BC (1-3) | 4.326 | 10.634 | 14.96 |

The details of width of executed BC are as under:

| Sl. No. | Particulars | Non-Forest stretches (Revenue) | | | | Forest stretches | Total Length |
|---------|---|---|---|--|-----------|------------------|--------------|
| | | 5.5 m wide BC | 10 m wide BC | 14 m wide BC | Sub total | 5.5 m wide BC | |
| 1 | Length as CA | 12.572 Km | 9.577 Km | 0.622Km | 22.771 Km | 10.634 | 33.405 Km |
| 2 | BC length executed | 12.084 Km (5.5m= 12.039Km; 2.75m= 0.045 Km) | 7.509 Km (10m= 4.261 Km; 5m=3.248 Km) | 0.622 Km (14m= 0.374Km; 7m=0.248 Km) | 20.215 Km | 0 Km | 20.215 Km |
| 3 | BC length equivalent to Full width (Km) | 12.062 Km | 5.885 Km | 0.498 Km | 18.445 Km | 0 | 18.445 Km |
| 4 | Balance BC (1-3) | 4.326 Km | | | | 10.634 | 14.96 Km |

6.2 The continuity in the BC throughout the length for smooth plying of the traffic, convenience of users, possible loosening of CTB material in the Monsoon as witnessed earlier and in view of the very small window left for onset of Monsoon, completion of the BC work was emphasized by Dir(T). On enquiry of planning and target of completion of the balance work in package-II, Mr. Rama Raju (representative of the Contractor) indicated that 3.15 km only is balance for fresh BC in revenue portion. Whereas, ED(P) informed that balance BC is 9.27 Km in addition to the 2.3 Km of Overlay Stretch. This 9.27 Km shall be completed by 20th April 2023.

6.3 BC in Forest stretch shall be completed by providing 5.5 m width. The Contractor assured to complete the BC in full length including rectification of damaged pavement by 15th May 2023.

6.4 DGM(T) informed the house about the latest order of Hon'ble High Court of Calcutta and need to complete the stretches by 10th May 2023 as indicated by Court on priority basis. The same was iterated by Dir(T) and advised the Contractor and ED(P) to target these stretch first to ensure their completion in time bound manner as directed by Hon'ble High Court of Calcutta.

6.5 ED(P) also raised the need to mobilize another team for maintenance work in the damaged portion. The Contractor agreed to do so in consultation with ED(P) and target the rectification of damaged work in systematic manner.

7. As regard to **Package-VIII**, following was deliberated:

7.1 The assurance of the Contractor made in the meeting held on 06.01.2023 was reminded. It was assured on 06.01.2023 that the entire stretch under their scope can be divided under three sections. First Section of about 11.57 km (from km 298.00 to km 309.570) which is under construction of Subgrade and CTB and was assured to be completed by 28.02.2023. The Second stretch which is overlaying portion of 9.23 km (from km 309.570 to km 318.800) and was assured to be completed by 31.03.2023. The third section of 11.862 km (from 318.800 to km 330.662) was assured to be completed by 30.06.2023 in all respect.

7.2 It was noted that the physical progress is 28.30% as on date 13.04.2023. The contractor was enquired about the slow progress and work programme to complete the project. ED(P) apprised that BC work of 9.66 km only has been done so far against the assurance given during the meeting which was noted with dis-appointment. It was agreed by the Contractor that leaving overlay portion, which is in good condition, balance length of BC work shall be completed by 15th May 2023.

8. The Contractor of Package-II, III, IV and MSCB expressed the cash flow issues in the projects. It was advised to ED(P) that all legitimate payments including penalties, if any may

be released in accordance with Contract Agreement to supplement the financial resources of the Contractor in the interest of the project.

9. As regard to the project of bridge over Middle Strait Creek, it was noted that the physical progress was 41.50% as on date 13.04.2023. Dir(T) expressed displeasure on creeping progress for construction of Middle Strait Creek Bridge and intimated that NHIDCL has already invited the bids for the balance work and bids shall be received and work shall be awarded, if significant progress is not achieved, as already intimated vide MoM dated 06.01.2023.

The meeting ended with vote of thanks to the chair.

Participants of the meeting:

- i. Shri. Atul Kumar, Director(T), NHIDCL -in Chair
- ii. Col. Praveen Hooda, ED(P)
- iii. Col. Ram Kelaneya, GM(P)
- iv. Shri. Devender Kumar, DGM(T)
- v. Shri. Rajendra Singh, DGM(T)
- vi. Shri. Ashish Gupta, DGM(T), PA to MD
- vii. Shri. Pramod Kumar, Team Leader, M/s Yongma engineering Pvt.Ltd.
- viii. Shri. Rama Raju, representative of EPC contractors, M/s Mantena Vasishta Strait JV, M/s Vasishta Construction Pvt.ltd, M/s Vasishta Mantena NH JV.
- ix. Shri. Abhishek Bhatnagar, representative of M/s Kaba Infratech Pvt. Ltd

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

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



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Review Meeting/A&N/2022/ 65

Date: 30.09.2022

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Review meeting held on 23.09.2022 under the Chairmanship of MD, NHIDCL through VC to review the ongoing works of NH-04 in A&N Islands -reg.

Sir,

Please find the attached Minutes of Meeting held under the Chairmanship of MD, NHIDCL on 23.09.2022 (Through Video conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands for necessary action by all concerned.

(Devender Kumar)

Dy. General Manager (T)


Minutes of Project Review Meeting dated 23.09.2022 held under the Chairmanship of MD,
NHIDCL (through Video conferencing)

Minutes of Review Meeting held through Video Conference on 23.09.2022 for the following 03 (three) ongoing projects of Pkg-II,III and IV:

| Sr. No. | Name of work | Name of contractor |
|---------|--|-------------------------------------|
| 1 | Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis(Package-II) | M/s Vasishta Mantena NH-JV. |
| 2 | Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4(Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Package-III) | M/s Mantena Vasishta Strait (JV). |
| 3 | Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV) | M/s Vasishta Construction Pvt. Ltd. |

2. Project Review Meeting under the Chairmanship of MD, NHIDCL was held on 23.09.2022 through VC with ED(P)-Port Blair, GM(P), Mayabunder and representative of Contractors through Video Conferencing.

3. At the outset MD, NHIDCL expressed strong displeasure on very poor state of maintenance of the roads of the projects packages-III & IV for last six months despite repeated reminders given to the Contractor to maintain the road into traffic worthy condition. The Contractors have failed to fulfill the assurance promised by them in the last Review Meeting held on 22.08.2022 and 24.08.2022. MD NHIDCL informed to all that Hon'ble LG of A&N and Chief Secretary have expressed the genuine grievances of the people of A&N as the NH works undertaken by NHIDCL are in very poor state and not in traffic worthy conditions.


- 1/3 -

4. RO Port Blair recently joined the duties at A&N. He briefed that he himself travelled on the road along with Chief Secretary and road was really in pathetic condition and not at all in traffic worthy conditions. He explained the dilapidated condition of the stretches i.e. 35 km out of total 54 km length in Package III and 15 km out of total 34 Km length in Package IV are very bad and not motor-able. The Speed of the Car hardly crosses 5 KM per hour in this length. It was also informed by RO that at many locations, potholes are 2 to 3 feet deep making the state of road fatal. There is no preparation to remove the slush in the potholes from the contractor side to serve the road while Hon'ble LG and Chief Secretary could not travel in the complete stretches due to bad condition of the road.

5. Representative of Contractor Mr. Ramaraju stated that these stretches were repaired two times but it has become slushy and washed out after 3-4 days of rain. This situation is due to notorious behaviour of RBl material used in these stretches. He informed that CRRI team is coming at site to inspect the condition & suggest the solution for resolving the problem soon. It was directed by Director (T) to not to do much research on the new material as we have already tried many options on it and road has become fatal for people. He was asked to utilize the conventional method as per IRC codal provisions and complete the project as completion schedule.

6. HQ, vide letter dated 26.08.2022 has already directed RO-Port Blair to invite the tender for M&R of the said dilapidated stretch on Risk & Cost of the existing EPC Contractor with immediate effect such that new maintenance and repair work be started by agency within 20 days from issuance of the said letter. It was informed by RO Port Blair that provision of DLC in the M&R tenders may not work here. These provisions need to be relooked. Further, RO Port Blair also informed that one of the Contract of M&R has been awarded but the contractor has not mobilized any machinery, manpower, material etc. due to lack of any capacity.

7. Taking the stock of the grave situation, RO-Port Blair was directed to get a competent & capable Contractor to work on M&R of such dilapidated road on urgent basis to get the work of M&R done, avoid any fatalities and make the road in traffic worthy conditions.

8. MD NHIDCL also expressed the displeasure on the slow pace of the works. It was informed that quarry was also allotted to the contractor in the month of May 2022, however, no significant progress is noticeable in past 6 months. Contractor attempted to justify this slow progress due to incessant rain in A&N because of which they could not mine much of aggregates



and crush it. But the contractor promised that by mid of October 2022, the work will start in full swing and significant progress will be there.

9. MD NHIDCL and Director (T) asked the Contractor to submit the detailed work programme to mobilize required material at site, deployment of machinery and labour and to achieve the progress of the work as per its completion schedule within two day time period. RO Port Blair shall review the work programme regularly and keep updated HQ.

10. Contractor also raised certain issues relating to payment i.e. Rs. 41 Lakh is withheld from site cleaning work item despite its complete execution, 46 Lakh is withheld for plan & profile correction as per DPR. The GM(P), PMU-Mayabunder and RO-Port Blair was asked to look into the issue and make the payment with immediate effect as per contract. Further the Contractor also raised the issue of withheld GST payment of Rs. 1.7 Crore. RO Port Blair was asked to look into the issue and make the payment so as the Contractor can use its resources for the Project.

The meeting ended with vote of thanks to the chair.



राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Review Meeting/A&N/2022/88

Date: 14.11.2022

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Review meeting held on 31.10.2022 under the Chairmanship of Dir(T), NHIDCL through VC to review the ongoing works of NH-04 in A&N Islands -reg.

Sir,

Please find the attached Minutes of Meeting held under the Chairmanship of Dir (T), NHIDCL on 31.10.2022 (Through Video conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands for necessary action by all concerned.

(Devender Kumar)

Dy. General Manager (T)

Copy for necessary action:

1. M/s Eptisa Servicios De Ingeineiria S.L
2. M/s Yongma Engineering Co.Ltd In association with M/s Techniko Engineering Consulting Pvt.Ltd.
3. M/s Mantena Vasishta Bridge JV
4. M/s Vasishta Mantena NH-JV
5. M/s Mantena Vasishta Strait JV
6. M/s Vasishta Construction Pvt. Ltd.
7. M/s Kaba Infratech Pvt. Ltd.

Minutes of Project Review Meeting dated 31.10.2022 held under the Chairmanship of
Dir(T), NHIDCL (through Video conferencing)

Project Review Meeting under the Chairmanship of Dir(T), NHIDCL was held on 31.10.2022 through VC for the projects mentioned below. ED(P)-Port Blair, GM(P), Mayabunder, representative of Contractor M/s Kaba Infratech Pvt. Ltd joined through VC and representative of M/s Vasishta Mantena Sh. Rama Raju & Sh. Chaitanya joined the meeting in person. ED(T), DGM (T), DGM (Monitoring) were also present in the meeting.

(i) Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang islands in the Union territory of Andaman & Nicobar Islands on EPC Basis (M/s Mantena Vasishta Bridge JV).

(ii) Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis(Package-II) (M/s Vasishta Mantena NH-JV).

(iii) Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4(Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Package-III) (M/s Mantena Vasishta Strait JV).

(iv) Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV) (M/s Vasishta Construction Pvt. Ltd.)

(v) Rehabilitation of Section from Km 298.000 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands(Total lengths -32.662km) on EPC Mode (Package-VIII) (M/s Kaba Infratech Pvt. Ltd.)

2) At the outset Dir (T), NHIDCL expressed strong displeasure on slow progress of work in Package-VIII and asked the contractor to ensure the availability of materials at site (i.e. Aggregate, Cement and Steel) and submit the work programme for the completion of work.

Representative of the Contractor M/s Kaba Infratech Pvt. Ltd undertaking work of Pkg-VIII, Sh. Mishra stated that the RMC plant is functioning at site and started Bituminous work of overlaying portion. CTB, CTBS work and construction of culverts has also been started and regular maintenance of the road is being done. HMP plant will reach site on 10.11.2022 at Mayabunder and will be installed at the earliest. He raised the query allotment issues. It was apprised by ED(P) that the matter of quarry has already been discussed with Chief Secretary, Lieutenant Governor and concerned DC. DC will be taking action on this matter soon. Dir (T) asked the contractor to submit the firmed commitment of work progress in quantified format rather than just process and vague activities. Contractor replied that they will complete the work of 9.5 km overlaying portion, 5 km of CTB/CTBS and 12 nos. culverts by 31.12.2022. It was also directed that ED (P) should get the work programme from contractor to achieve this quantified progress backed by necessary resources on ground. ED(P) should monitor the progress for achievement of commitments. Contractor was asked to submit the Change of Scope for the portion of Karla to Sita Nagar by the ED(P). In this matter, Dir(T) advised to check Contract Agreement whether it is under the scope of EPC Contract Agreement, before forwarding the case of COS to HQ.

3) Dir(T), NHIDCL expressed extreme displeasure on creeping work progress for the construction of **Middle Strait Creek**. Representative of the contractor said that out of 126 piles, 72 nos. are completed and two sea pilling works is started. They will complete one span (21 segments) in a month from October 2022 onward as rain has already stopped. Further the contractor committed that the work will be completed by 31.12.2023. AE stated that the contractor has stacked insufficient materials at site and not submitted the work programme yet to achieve the said timelines. It will not possible to achieve the commitment in current pace. It was instructed that contractor should prepare the realistic work programme in consultations with AE and submit within a week period. AE cannot be relieved from his duties as he has to make all efforts to get prepared the realistic work programme with Contractor and ensure the resources availability. Contractor was also asked to prepare and submit the required EoT in consultation with AE within a week period.

4) For **package II**, ED(P) alarmed about the distresses/cracks in pavement. Further, the work has not been completed within the extended time period as the progress is 84% only. Contractor's representative said that 5km is facing problematic in **package-II** for completing the work in all respect. ED(P) Port Blair stated that not a even single person is deployed at site and out of 2715 Rm line drain only 90 Rm completed. In this case, Dir (T) directed the

contractor to complete BC work & remaining work items in whole stretch first in next month and maintaining the damaged stretches in the project stretch. The Contractor assured to complete the work by 31.12.2022. Contractor was also asked to submit the required EoT at the earliest.

5) For **Package-III**, the Dir (T) noted that as on date, Physical progress is 51.26% & Financial progress is 44.80%. There is very slow progress in past six months i.e. from 44.46% to 51.26% only. The project is lagging behind and is not completed within schedule date of 03.09.2020. A strong displeasure was expressed at such slow progress. It was brought to notice that contractor has not completed the work of 31.52km BC, 27km drain, 9.633 Rm retaining wall/Breast wall & 48 nos. of culverts so far. Extremely pathetic maintenance of road by contractor was also brought to notice of Dir (T). ED (P) was directed to take all action to maintain the road in motorable condition. Contractor's representative apprised that in forest land of 23km, they can't construct the Breast Wall and Retaining Wall (9.663km) due to unavailability of RoW in project **package-III**. Regarding the damages portion of RBI-81, CRRI team will come and check the failures stretches to sustain said the contractor. Dir(T) instructed to expedite the forest clearance and directed to the contractor to do the work where is the work front available at site without any delay. GM(P) assured for expedited action for forest clearance issue. Contractor was also asked to submit the required EoT at the earliest.

6) For **Package-IV**, the Dir (T) noted that as on date, Physical progress is 70.32% & Financial progress is 66.82%. There is very slow progress in past six months i.e. from 64.22% to 70.32%. The project is lagging behind and is not completed within schedule date of 03.09.2020. A strong displeasure was expressed at such slow progress. It was brought to notice that contractor has not completed the work of 24.55km BC, 10.33km drain, 0.63 km retaining wall, 0.52km Breast wall & 03 nos. of culverts. Extremely pathetic maintenance of road by contractor was also brought to notice of Dir (T). ED (P) was directed to take all action to maintain the road in motorable condition. Contractor was also asked to submit the required EoT at the earliest. Contractor raised the pending payment for escalations upto EoT granted and other withheld money from their respective bills. Contractor was advised by GM(P), Mayabunder to submit supporting documents for escalation upto schedule completion date. It was decided to take the decision on Price escalation till extended time period at HQ separately. Till then, the Contractor may be released the Price Escalation till Scheduled

Construction period. Any other dues to the contractor may also be released as per Contract provision to enable him to complete the work.

7) Long pending issue of CoS of 06 Minor Bridges in **Pkg-III** & 02 Minor Bridges in **Pkg-IV** was discussed. It was apprised by DGM(T) that contractor is not ready to submit the investigation reports, design & drawing for CoS. Dir(T) directed contractor to sit with AE & prepare the detail construction design, drawings and estimate of minor bridges under CoS for Pkg-III & IV and submit within 15 days from the issuance of this minutes. Contractor & AE assured to do the same. ED (P) was directed to monitor and ensure the submission of CoS along with detailed design, drawings and estimate within 15 days.

The meeting ended with vote of thanks to the chair.

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|---|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 03.02.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 26.95% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 20.32% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 13.01.2020 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 0.463 km out of 1.963 | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 03.11.2020 | 24.11.2020 | 15.12.2020 | 13.01.2021 | 03.02.2021 | |
| (a) | Phy. progress (%) | 16.38% | 16.80% | 17.22% | 23.43% | 26.95% | |
| (b) | Fin. progress (%) | 15.53% | 15.53% | 16.80% | 20.32% | 20.32% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (13.01.2021) | Target given in last meeting (13.01.2021) | Achievement on date of Meeting (03.02.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | 6.38 % Physical Progress should be achieved |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 44 Nos Pile work completed | | 3 No Pile completed | |
| (ii) | Substructure | Nos | 15 Pile Cap | 4 No Pile Cap Completed | | 2 No Pile Cap Completed | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|---|--|---|---|-------------------------|
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (13.01.2021) | Target given in last meeting (13.01.2021) | Achievement on date of Meeting (03.02.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 500 | -70 | | |
| 2 | Cement | MT | 150 | 3.14 | 146.86 | | |
| 3 | Steel | MT | 350 | 400 | -50 | | |
| 4 | Bitumen | MT | 50 | 41 | 9 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1. The ED (P) apprised the meeting that progress of work is slow & not as per work plan submitted by the EPC Contractor during 1st Conciliation Meeting held on 11.11.2020 and expenditure for 4 packages is only 30% of the expenditure projected by the EPC contractor. 2. MD, NHIDCL informed that 2nd Conciliation Meeting is to be held on 08.02.2021 with the EPC Contractor (Mantena Vasishta). | | | | | |
| 3 | Date of Next Review meeting | 24.02.2021 (11.00 Hrs.) | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|--|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 03.11.2020 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 16.38% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 15.53% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with LMA Engineering Consultants | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr:- Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | No (Submitted by EPC Contractor) | |
| G | Date of Last Review Meeting Held | :- | 12.10.2020 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 0.463 km out of 1.963 | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 10.08.2020 | 31.08.2020 | 21.09.2020 | 12.10.2020 | 03.11.2020 | |
| (a) | Phy. progress (%) | 5.37% | 8.24% | 11.33% | 11.75% | 16.38% | |
| (b) | Fin. progress (%) | 4.06% | 7.28% | 10.49% | 10.49% | 15.53% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (12.10.2020) | Target given in last meeting (12.10.2020) | Achievement on date of Meeting (03.11.2020) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | Progress of worth Rs. 10 Crs. and 6 % Physical Progress per month Should be achieved by the Contractor Positively. |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | 0 | |
| (ii) | Subgrade | Rm | 1003 | 0 | | 0 | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | 0 | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | 0 | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | Progress of worth Rs. 10.00 Crs. per month Should be achieved by the Contractor Positively. | | |
| (i) | Foundation | Nos | 15 Nos Pile Cap & 109 Piles | 27 Nos Pile work completed | | 11 Nos Pile work completed | |
| (ii) | Substructure | Nos | 15 | 0 | | 5 Nos Pile Cap on Progress | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | 0 | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |

| | |
|-------|-----------|
| (III) | Equipment |
|-------|-----------|

| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (12.10.2020) | Target given in last meeting (12.10.2020) | Achievement on date of Meeting (03.11.2020) | Target for next meeting |
|-----|--|------|----------|---|---|---|-------------------------|
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | 0 | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | 0 | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | 0 | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | 0 | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | 0 | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | 0 | |
| 7 | Crane | Nos | 2 | 1 | 0 | 0 | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | 0 | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | 0 | |
| 10 | Paver | Nos | 1 | 0 | 0 | 0 | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | 0 | |
| 12 | Gantry | Nos | 1 | | 0 | 2 | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| 14 | Barges | Nos | 3 | 1 | | | |

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| (IV) | Material Details |
|------|------------------|

| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks |
|-----|------------------------|------|--|--|-------------------|---------|
| 1 | Aggregate | MT | 430 | 430 | 0 | |
| 2 | Cement | MT | 150 | 150 | 0 | |
| 3 | Steel | MT | 350 | 350 | 0 | |
| 4 | Bitumen | MT | 50 | 0 | 50 | |
| 5 | Diesel | KL | 10 | 10 | 0 | |
| 6 | Staging and Shuttering | Sets | 0 | 0 | 0 | |

| | |
|-----|--------|
| (V) | Others |
|-----|--------|

| | | | | | | |
|-------------------------|------------------------------|--|--|--|--|--|
| 1 | Maintenance of Existing Road | | | | | |
| 2 | Remarks, if any | <p>1. MD, NHIDCL directed the contractor to complete the whole work in all respect by 03rd Jan, 2022.</p> <p>2. Design of LG to be finalised between designer of EPC Contractor & designer of Consultant (AE).</p> <p>3. MD, NHIDCL directed the contractor that Progress of the work to be expedited and should be brought at site.</p> <p>4. EPC Contractor informed MD, NHIDCL that 300 labourers will reach Port Blair by 08th Nov, 2020 by Two Chartered Flights.</p> <p>5. MD, NHIDCL directed ED(P) that if EPC Contractor labourers do not reach Port Blair on 08th Nov, 2020 then a heavy non refundable penalty of Rs. 1.00 Cr. must be imposed on the EPC Contractor.</p> | | | | |
| 3 | Date of Next Review meeting | 24.11.2020 (11.00 Hrs.) | | | | |
| | | | | | | |
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| | | | | | | |
| Signature of Contractor | | Technical Division | | | | |



Page 1 of 2

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | | |
|---|---|------------|---|---|---|--|--------------------------------|--|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | I | Contract Amount (in Cr):- Rs. 170.4 Cr | | |
| B | Date of Review Meeting | :- | 06.08.2021 | | J | Appointed Date:- 03.01.2019 | | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | | K | Physical Progress (%) :- 33.93% | | |
| D | Representative of Contractor | :- | Mr Rama Raju | | L | Financial Progress (%) :- 33.09% | | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | | M | Sch./Ext Date of Completion :- 02.01.2022 | | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | | N | Any EOT given (Yes/No):- NO | | |
| G | Date of Last Review Meeting Held | :- | 14.07.2021 | | O | Any COS given (Yes/No) NO | | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | | |
| (a) | Due Date as per Conntract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | | |
| (b) | Date as per Extension of Time (EOT) | | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | | |
| | Review Dated | 10.05.2021 | 02.06.2021 | 23.06.2021 | 14.07.2021 | 06.08.2021 | | |
| (a) | Phy. progress (%) | 31.74% | 32.22% | 33.93% | 33.93% | 33.93% | | |
| (b) | Fin. progress (%) | 27.38% | 30.12% | 33.09% | 33.09% | 33.09% | | |
| (III) | Construction Progress Details | | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (14.07.2021) | Target given in last meeting (14.07.2021) | Achievement on date of Meeting (06.08.2021) | Target for next meeting | |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 7.26 % Physical Progress should be achieved | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | | |
| (v) | DBM | Rm | | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | | |
| C | Major Bridges | Nos | | | | | | |
| (i) | Foundation | Nos | 109 Piles | 59 Nos Pile work completed | | | 0 Nos (Total 59 Nos Completed) | |
| (ii) | Substructure | Nos | 15 Pile Cap | 8 No Pile Cap Completed | | | 0 | |
| (iii) | Superstructure | RM | 960 | | | | | |
| H | Other Engineering works | | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | | |
| | | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 | |

| (III) | Equipment | | | | | | |
|-------|--|--|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (14.07.2021) | Target given in last meeting (14.07.2021) | Achievement on date of Meeting (06.08.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1600 | -1170 | | |
| 2 | Cement | MT | 150 | 130 | 20 | | |
| 3 | Steel | MT | 350 | 130 | 220 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | MD, NHIDCL has directed to issue order to place place the EPC Contractor in Negative List. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|---|
| A | Name of the Project & Length | : - | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | : - | 07.04.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | : - | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 29.64% | |
| D | Representative of Contractor | : - | Mr Rama Raju | L | Financial Progress (%):- | 27.38% | |
| E | Name of the Authority Engineer | : - | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | : - | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | : - | 24.02.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | : - | 1.963 km out of 1.963 (100%) | P | No of Shifts | 2 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | NO | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Conntract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 15.12.2020 | 13.01.2021 | 23.02.2021 | 24.02.2021 | 07.04.2021 | |
| (a) | Phy. progress (%) | 17.22% | 23.43% | 26.95% | 27.38% | 29.64% | |
| (b) | Fin. progress (%) | 16.80% | 20.32% | 20.32% | 26.11% | 27.38% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (24.02.2021) | Target given in last meeting (24.02.2021) | Achievement on date of Meeting (07.04.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | 8.27 % Physical Progress should be achieved |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 48 Nos Pile work completed | | | |
| (ii) | Substructure | Nos | 15 Pile Cap | 6 No Pile Cap Completed | | 2 Nos Completed | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Enginering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |

| | | | | | | | |
|-------|--|--|---|--|---|---|-------------------------|
| | Project Name | : | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (24.02.2021) | Target given in last meeting (24.02.2021) | Achievement on date of Meeting (07.04.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 139.117 | 290.883 | | |
| 2 | Cement | MT | 150 | 27.8 | 122.2 | | |
| 3 | Steel | MT | 350 | 166 | 184 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1. Dir(T), NHIDCL directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. 2. Contractor informed Dir(T), NHIDCL that some sizes of CR Steel bar were not available in market, hence he should be allowed to use fusion bonded epoxy coated steel for those. 3. Dir(T) directed AE to resolve the issue as per codal provision & IRC guidelines and CA provisions. | | | | | |
| 3 | Date of Next Review meeting | 28.04.2021 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|--|------------|--|---|---|--|-------------------------|
| A | Name of the Project & Length | :- | Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate lane with hard shoulder (Total Length 14.10) on EPC Mode (Package-VI) in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 37.67 Cr | |
| B | Date of Review Meeting | :- | 03.05.2021 | J | Appointed Date:- | 01.04.2019 | |
| C | Name of the Contractor | :- | M/s Mohan Mutha Exports Pvt Ltd | K | Physical Progress (%):- | 88.06% | |
| D | Representative of Contractor | :- | Mr. Ravi Kaniappan (GM) | L | Financial Progress (%):- | 84.24% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 01.04.2020 after EOT 11.01.2021 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | No | |
| G | Date of Last Review Meeting Held | :- | 07.04.2021 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 14.2 Km out of 14.2 Km (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35 %) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 30-05-2019 | 29-07-2019 | 26-12-2019 | 30-03-2020 | |
| (b) | Date as per Extension of Time (EOT) | | (1st EoT recommended upto 11.01.2021) (Revised EoT submitted by EPC Contractor dated 10.09.2020) | | | | |
| (c) | Date on which Milestone achieved | | 21.08.2020 | 30.12.2020 | 11.03.2021 | Not Achieved | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 03.05.2021 | |
| (a) | Phy. progress (%) | 51.21% | 55.05% | 62.83% | 81.78% | 88.06% | |
| (b) | Fin. progress (%) | 45.66% | 49.95% | 57.83% | 75.37% | 84.24% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | Balance work should be completed | | |
| (i) | Earthwork/Formation Cutting upto top of subgrade | Km | 14.2 | 14 | | 0 | |
| (ii) | GSBC/TSBC/ CTSB* | Km | 14.2 | 14 | | 0 | |
| (iii) | WMM/DLC/ CTB* | Km | 14.2 | 13.9 | | 0.10 (Total 14.00 Km) | |
| (iv) | Hard Shoulder | Km | 14.2 | 0 | | 14.65 | |
| (v) | BC | Km | 14.2 | 3.745 | | 9.140 (Total = 12.885 km) | |
| B | Culverts (New + Reconstruction) | Nos | 52 (37 NEW + 15 Repair) | (Total 9 No.) Repair, total 24 nos New completed. | | 12 Nos New and 6 Nos Repairng Competed (Total = 51) | |
| C | Minor Bridges (Repair)* | Nos | 1 | Repair work is in progress | | 1 | |
| D | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 1965 | 0 | | 560 | |
| (ii) | Retaining Walls (All Types) | RM | 1500 | 0 | | 1050 | |
| (iii) | Breast Wall (All Types) | RM | 200 | 0 | | 0 | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|--|--|---|---|-------------------------|
| | Project Name | : | Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate lane with hard shoulder (Total Length 14.10) on EPC Mode (Package-VI) in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 4 | | | |
| 2 | Transit Mixers | Nos | 1 | 1 | | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 1 | | | |
| 5 | Soil Compactor | Nos | 1 | 1 | | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | | | |
| 7 | Water Truck/Bowser | Nos | 2 | 2 | | | |
| 8 | Motor Grader | Nos | 1 | 1 | | | |
| 9 | Paver | Nos | 1 | 1 | | | |
| 10 | HMP | Nos | 1 | 1 | | | |
| 11 | Writgen | Nos | 1 | 0 | | | |
| 12 | JCB | Nos | 1 | 1 | | | |
| | Ajay Flory | Nos | 1 | 1 | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 4500 | 500 | | |
| 2 | Cement | MT | 200 | 220 | -20 | | |
| 3 | Steel | MT | 20 | 15 | 5 | | |
| 4 | Bitumen | MT | 50 | 18 | 32 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | 1.MD, NHIDCL directed the EPC contractor to complete the work by 31.03.2021 otherwise he will be put on black list. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|-------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 10.08.2020 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 5.37% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 4.06% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with LMA Engineering Consultants | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr.Abhinav Singh ,Director,HQ | N | Any EOT given (Yes/No):- | No | |
| G | Date of Last Review Meeting Held | :- | 03.06.2020 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 1.90 Km out of 1.90 Km (100%) | P | No of Shifts | 2 Shifts verified by AE | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 19/12/2019 | 14/10/2020 | 02/05/2021 | 03/01/2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | Not Achieved | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 26.02.2020 | 26.02.2020 | 14.05.2020 | 20.07.2020 | | |
| (a) | Phy. progress (%) | 0.00% | 0.00% | 0.00% | 2.35% | | |
| (b) | Fin. progress (%) | 0.00% | 0.00% | 0.00% | 0.00% | | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (20.07.2020) | Target given in last meeting (20.07.2020) | Achievement on date of Meeting (10.08.2020) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 0 | 0 | |
| (ii) | Subgrade | Rm | 1003 | 0 | 0 | 0 | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | 0 | 0 | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | 0 | 0 | |
| (v) | DBM | Rm | | | | NIL | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | NIL | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 16 | 5 Nos Pile work completed | | 12 Nos Pile work completed | 18 Nos. Pile |
| (ii) | Substructure | Nos | 16 | 0 | | | |
| (iii) | Superstructure | RM | 960 | | Launching scheme to be submitted | Under review of AE | |
| H | Other Engineering works | | | 0 | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | |

| (III) Equipment | | | | | | | | | |
|--|--|--|--|--|--|---|--|--|--|
| Sno | Equipment details | Unit | Required | Deployed as on last date of meeting (20.07.2020) | Target Deployment given in last meeting (20.07.2020) | Achievement on date of meeting (10.08.2020) | Target for next meeting | | |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | 0 | | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | 0 | | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | 0 | | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | 0 | | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | 0 | | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | 0 | | | |
| 7 | Crane | Nos | 2 | 1 | 0 | 0 | | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | 0 | | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | 0 | | | |
| 10 | Paver | Nos | 1 | 0 | 0 | 0 | | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | 0 | | | |
| 12 | Gantry | Nos | 1 | Erection 80 % completed | Erection not yet done,design to be finalised at the end of this month. | no | Erection not yet done,design to be finalised at the end of this month. | | |
| 13 | Rig | Nos | 1 | 1 | | | | | |
| 14 | Barges | Nos | 3 | 1 | Barge 2 is expected to reach by the end of April,2020. | | | | |
| (IV) Material Details | | | | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | | | |
| 1 | Aggregate | MT | 5000 | 996 | 4004 | | | | |
| 2 | Cement | MT | 50 | 254 | -204 | | | | |
| 3 | Steel | MT | 20 | 216 | -196 | | | | |
| 4 | Bitumen | MT | 50 | 0 | 50 | | | | |
| 5 | Diesel | KL | 10 | 20 | -10 | | | | |
| 6 | Staging and Shuttering | Sets | 0 | 0 | 0 | | | | |
| (V) Others | | | | | | | | | |
| 1 | Maintenance of Existing Road | 1. MD, NHIDCL directed that quality for this work should be checked and properly monitor by site offices & AE staff. | | | | | | | |
| 2 | Remarks, if any | | | | | | | | |
| 3 | Date of Next Review meeting | | | | | | | | |
| | | | | | | | | | |
| It was also explained to the Contractor that if he fails to meet the given Target, a lump sum penalty of suitable amount will be levied, which will be non refundable and for which no separate showcause notice will be issued. | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------|---|---|---|---|---------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 170.4 Cr |
| B | Date of Review Meeting | :- | 14.01.2022 | | J | Appointed Date:- | 03.01.2019 |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | | K | Physical Progress (%):- | 37.82% |
| D | Representative of Contractor | :- | Mr Rama Raju | | L | Financial Progress (%):- | 37.39% |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | | M | Sch./Ext Date of Completion :- | 26-09-2022 |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | | N | Any EOT given (Yes/No):- | 1st EOT (upto 26.09.2022) |
| G | Date of Last Review Meeting Held | :- | 16.11.2021 | | O | Any COS given (Yes/No) | NO |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | | P | No of Shifts | 2 |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Conntract Agreement | | 19-12-2019 | | 14-10-2020 | 02-05-2021 | 02-01-2022 |
| (b) | Date as per Extension of Time (EOT) | | 09-09-2021 | | 20-11-2021 | 24-02-2022 | 26-09-2022 |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | 20.11.2021 | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | | 27.08.2021 | 28.09.2021 | 20.10.2021 | 16.11.2021 | 14.01.2022 |
| (a) | Phy. progress (%) | | 33.93% | 33.93% | 33.93% | 36.30% | 37.82% |
| (b) | Fin. progress (%) | | 33.12% | 33.12% | 33.12% | 34.85% | 37.39% |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (14.01.2022) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 126 Piles | 63 Nos Pile work completed | 12 Nos Pile | 5 Nos Completed (Total = 68 Nos) | 12 Nos Pile |
| (ii) | Substructure | Nos | 17 Pile Cap | 8 No Pile Cap Completed | 2 No Pier Shaft | 0 | 4 Nos Pier Shaft |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |

| | | | | | | | |
|-------|--|--|---|--|---|---|-------------------------|
| | Project Name | : | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (14.01.2022) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | 3 | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | 0 | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | 1 | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | 0 | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | 2 | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | 10 | |
| 7 | Crane | Nos | 2 | 1 | 0 | 1 | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | 0 | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | 1 | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | 2 | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | 3 | |
| 12 | Gantry | Nos | 1 | 1 | 0 | 1 | |
| 13 | Rig | Nos | 1 | 1 | 0 | 1 | |
| | Crawler Crane | | | | | | |
| 14 | Barges | Nos | 3 | 1 | 0 | 1 | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 3000 | -2570 | | |
| 2 | Cement | MT | 150 | 450 | -300 | | |
| 3 | Steel | MT | 350 | 180 | 170 | | |
| 4 | Bitumen | MT | 50 | 20 | 30 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | (1) There Is only 1 No Pantoon and 1 No winch Machine is working where as required for progress it is required to mobilized 2 Nos Pantoon and 4 winch machine. (2) Acute shortage of Aggregate | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|---|---|------------|---|---|---|--|---|
| Minutes of review meeting held under the Chairmanship of Managing Director, NH&I at New Delhi | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 170.4 Cr |
| B | Date of Review Meeting | :- | 12.10.2020 | | J | Appointed Date:- | 03.01.2019 |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | | K | Physical Progress (%):- | 11.75% |
| D | Representative of Contractor | :- | Mr Rama Raju | | L | Financial Progress (%):- | 10.49% |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with LMA Engineering Consultants | | M | Sch./Ext Date of Completion :- | 02.01.2022 |
| F | Representative of Authority Engineer | :- | Mr. Rajeev Kumar | | N | Any EOT given (Yes/No):- | No |
| G | Date of Last Review Meeting Held | :- | 21.09.2020 | | O | Any COS given (Yes/No) | No |
| H | Hindrance free available ROW as on date | :- | 0.463 km out of 1.963 | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Contract Agreement | | 18-12-19 | | 13-10-20 | 01-05-21 | 01-01-22 |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-20 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 20.07.2020 | 10.08.2020 | 31.08.2020 | 21.09.2020 | 12.10.2020 | |
| (a) | Phy. progress (%) | 2.35% | 5.37% | 8.24% | 11.33% | 11.75% | |
| (b) | Fin. progress (%) | 0.00% | 4.06% | 7.28% | 10.49% | 10.49% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (21.09.2020) | Target given in last meeting (21.09.2020) | Achievement on date of Meeting (12.10.2020) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | Progress of worth Rs. 10.00 Crs. per month Should be achieved by the Contractor Positively. |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 0 | 0 | |
| (ii) | Subgrade | Rm | 1003 | 0 | 0 | 0 | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | 0 | 0 | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | 0 | 0 | |
| (v) | DBM | Rm | NIL | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | NIL | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 15 Nos Pile Cap & 109 Piles | 26 Nos Pile work completed | 4% Physical Progress must be achieved | 01 Nos Pile work completed (0.42% Physical Progress achieved from last review meeting) | |
| (ii) | Substructure | Nos | 15 | 0 | | | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | 0 | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |

| | Project Name | -:- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
|-------|--|-------------------------|---|--|--|---|-------------------------|
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Deployed as on last date of meeting (21.09.2020) | Target Deployment given in last meeting (21.09.2020) | Achievement on date of meeting (12.10.2020) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | 0 | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | 0 | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | 0 | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | 0 | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | 0 | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | 0 | |
| 7 | Crane | Nos | 2 | 1 | 0 | 0 | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | 0 | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | 0 | |
| 10 | Paver | Nos | 1 | 0 | 0 | 0 | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | 0 | |
| 12 | Gantry | Nos | 1 | Erection 80 % completed | 0 | 0 | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| 14 | Barges | Nos | 3 | 1 | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 412 | 1000 | -588 | | |
| 2 | Cement | MT | 88.45 | 100 | -11.55 | | |
| 3 | Steel | MT | 20 | 394.57 | -374.57 | | |
| 4 | Bitumen | MT | 50 | 0 | 50 | | |
| 5 | Diesel | KL | 10 | 15 | -5 | | |
| 6 | Staging and Shuttering | Sets | 0 | 0 | 0 | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | 03.11.2020 (11.00 Hrs.) | | | | | |
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| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|-------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 13.01.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 23.43% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 20.32% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 15.12.2020 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 0.463 km out of 1.963 | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 12.10.2020 | 03.11.2020 | 24.11.2020 | 15.12.2020 | 13.01.2021 | |
| (a) | Phy. progress (%) | 11.75% | 16.38% | 16.80% | 17.22% | 23.43% | |
| (b) | Fin. progress (%) | 10.49% | 15.53% | 15.53% | 16.80% | 20.32% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (15.12.2020) | Target given in last meeting (15.12.2020) | Achievement on date of Meeting (13.01.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 17.24 % Physical Progress should be achieved | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC /TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 15 Nos Pile Cap & 109 Piles | 40 Nos Pile work completed | | | 4 No Pile completed |
| (ii) | Substructure | Nos | 15 | 5 Nos Pile Cap on Progress | | | 4 No Pile Cap Completed |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|---|--|---|---|-------------------------|
| | Project Name | : | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (15.12.2020) | Target given in last meeting (15.12.2020) | Achievement on date of Meeting (13.01.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 103 | 327 | | |
| 2 | Cement | MT | 150 | 53 | 97 | | |
| 3 | Steel | MT | 350 | 142 | 208 | | |
| 4 | Bitumen | MT | 50 | 40 | 10 | | |
| 5 | Diesel | KL | 10 | 6 | 4 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | The MD, NHIDCL directed the EPC contractor to open a joint bank account, to curb the mis-use and diverting of funds | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | | |
|---|---|------------|---|---|---|---|-------------------------|--------------------------------|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | | |
| B | Date of Review Meeting | :- | 14.07.2021 | J | Appointed Date:- | 03.01.2019 | | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 33.93% | | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 33.09% | | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | N | Any EOT given (Yes/No):- | NO | | |
| G | Date of Last Review Meeting Held | :- | 23.06.2021 | O | Any COS given (Yes/No) | NO | | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | | |
| (b) | Date as per Extension of Time (EOT) | | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | | |
| | Review Dated | 28.04.2021 | 10.05.2021 | 02.06.2021 | 23.06.2021 | 14.07.2021 | | |
| (a) | Phy. progress (%) | 29.64% | 31.74% | 32.22% | 33.93% | 33.93% | | |
| (b) | Fin. progress (%) | 27.38% | 27.38% | 30.12% | 33.09% | 33.09% | | |
| (III) | Construction Progress Details | | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (23.06.2021) | Target given in last meeting (23.06.2021) | Achievement on date of Meeting (14.07.2021) | Target for next meeting | |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 7.26 % Physical Progress should be achieved | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | | |
| (v) | DBM | Rm | | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | | |
| C | Major Bridges | Nos | | | | | | |
| (i) | Foundation | Nos | 109 Piles | 59 Nos Pile work completed | | | | 0 Nos (Total 59 Nos Completed) |
| (ii) | Substructure | Nos | 15 Pile Cap | 8 No Pile Cap Completed | | | | 0 |
| (iii) | Superstructure | RM | 960 | | | | | |
| H | Other Engineering works | | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | | |
| | | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | Page 2 of 2 | | |

| (III) | Equipment | | | | | | |
|-------|--|------|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (23.06.2021) | Target given in last meeting (23.06.2021) | Achievement on date of Meeting (14.07.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1600 | -1170 | | |
| 2 | Cement | MT | 150 | 130 | 20 | | |
| 3 | Steel | MT | 350 | 130 | 220 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|--|---|--|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 15.12.2020 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 17.22% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 16.80% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 24.11.2020 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 0.463 km out of 1.963 | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Conntract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 21.09.2020 | 12.10.2020 | 03.11.2020 | 24.11.2020 | 15.12.2020 | |
| (a) | Phy. progress (%) | 11.33% | 11.75% | 16.38% | 16.80% | 17.22% | |
| (b) | Fin. progress (%) | 10.49% | 10.49% | 15.53% | 15.53% | 16.80% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (24.11.2020) | Target given in last meeting (24.11.2020) | Achievement on date of Meeting (15.12.2020) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | 17.24 % Physical Progress should be achieved |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | Pile Cap Design Be Finalised by the Authority's Engineer | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 15 Nos Pile Cap & 109 Piles | 39 Nos Pile work completed | | 1 No Pile completed | |
| (ii) | Substructure | Nos | 15 | 5 Nos Pile Cap on Progress | | | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |

| | | | | | | | |
|-------|--|---|---|--|---|---|-------------------------|
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (24.11.2020) | Target given in last meeting (24.11.2020) | Achievement on date of Meeting (15.12.2020) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Paver | Nos | 1 | 0 | 0 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 631 | -201 | | |
| 2 | Cement | MT | 150 | 3.14 | 146.86 | | |
| 3 | Steel | MT | 350 | 273 | 77 | | |
| 4 | Bitumen | MT | 50 | 41 | 9 | | |
| 5 | Diesel | KL | 10 | 4.55 | 5.45 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | The MD, NHIDCL directed the EPC contractor to open a joint bank account, to crub the mis-use and diverting of funds | | | | | |
| 3 | Date of Next Review meeting | 08.01.2021 (11:00 Hrs) | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

Page 1 of 2

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | |
|---|---|------------|---|---|---|---|-------------------------|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 16.11.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 36.30% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 34.85% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 16.11.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | Pending compliance from Contractor (mail dated 20/10/2021 from B.O.) | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | Not Achieved | Not Achieved | Not Achieved | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 06.08.2021 | 27.08.2021 | 28.09.2021 | 20.10.2021 | 16.11.2021 | |
| (a) | Phy. progress (%) | 33.93% | 33.93% | 33.93% | 33.93% | 36.30% | |
| (b) | Fin. progress (%) | 33.09% | 33.12% | 33.12% | 33.12% | 34.85% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (20.10.2021) | Target given in last meeting (20.10.2021) | Achievement on date of Meeting (16.11.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 126 Piles | 59 Nos Pile work completed | | 4 Piles Completed (Total 63 Nos Completed) | 3 Piles P/6 group |
| (ii) | Substructure | Nos | 17 Pile Cap | 8 No Pile Cap Completed | | 0 | 1 Pile cap at A1 |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | Page 2 of 2 | |

| (III) | Equipment | | | | | | |
|-------|--|------|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (20.10.2021) | Target given in last meeting (20.10.2021) | Achievement on date of Meeting (16.11.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | - | - |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | - | - |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | - | - |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | - | - |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | - | - |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | - | - |
| 7 | Crane | Nos | 2 | 1 | 0 | - | - |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | - | - |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | - | - |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | - | - |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | - | - |
| 12 | Gantry | Nos | 1 | | 0 | - | - |
| 13 | Rig | Nos | 1 | 1 | 0 | - | - |
| 14 | Crawler Crane | | | | | - | - |
| 15 | Barges | Nos | 3 | 1 | 0 | - | - |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1600 | -1170 | | |
| 2 | Cement | MT | 150 | 130 | 20 | | |
| 3 | Steel | MT | 350 | 180 | 170 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|-------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 17.03.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 29.64% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 27.38% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 24.02.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 2 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | NO | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 15.12.2020 | 13.01.2021 | 23.02.2021 | 24.02.2021 | 17.03.2021 | |
| (a) | Phy. progress (%) | 17.22% | 23.43% | 26.95% | 27.38% | 29.64% | |
| (b) | Fin. progress (%) | 16.80% | 20.32% | 20.32% | 26.11% | 27.38% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (24.02.2021) | Target given in last meeting (24.02.2021) | Achievement on date of Meeting (17.03.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 7.26 % Physical Progress should be achieved | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 48 Nos Pile work completed | | | |
| (ii) | Substructure | Nos | 15 Pile Cap | 6 No Pile Cap Completed | | 2 Nos Completed | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|---|--|---|---|-------------------------|
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (24.02.2021) | Target given in last meeting (24.02.2021) | Achievement on date of Meeting (17.03.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 189.117 | 240.883 | | |
| 2 | Cement | MT | 150 | 7.8 | 142.2 | Non CRS | |
| 3 | Steel | MT | 350 | 80.5 | 269.5 | Non CRS | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1.MD directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. 2.Contractor informed MD, NHIDCL that epoxy coated steel was used which is better than CR Steel and Costlier than CR Steel. MD, NHIDCL directed EPC Contractor to use only CR Steel. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|--|--|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 17.12.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 36.98% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 34.85% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 26-09-2022 | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | N | Any EOT given (Yes/No):- | Yes (1st EOT approved upto 26.09.2022, dated 27.11.2021) | |
| G | Date of Last Review Meeting Held | :- | 16.11.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 2 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | 09-09-2021 | 20-11-2021 | 24-02-2022 | 26-09-2022 | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 27.08.2021 | 28.09.2021 | 20.10.2021 | 16.11.2021 | 17.12.2021 | |
| (a) | Phy. progress (%) | 33.93% | 33.93% | 33.93% | 36.30% | 36.98% | |
| (b) | Fin. progress (%) | 33.12% | 33.12% | 33.12% | 34.85% | 34.85% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (17.12.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | As per submitted Work Program November 2021 Target. | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/ TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 126 Piles | 63 Nos Pile work completed | Nov: 6 Nos Pile Dec: 6 Nos Pile | 1 Nos Completed in Nov 2021 | Nov: 11 Nos Pile Dec: 12Nos Pile |
| (ii) | Substructure | Nos | 17 Pile Cap | 8 No Pile Cap Completed | Nov: 1 No Pier Shaft Dec: 1 No Pier Shaft | 0 | Nov: 2 No Pier Shaft Dec: 2 No Pier Shaft |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | Page 2 of 2 | |

| (III) | Equipment | | | | | | |
|-------|--|--|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (17.12.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 4280 | -3850 | | |
| 2 | Cement | MT | 150 | 580 | -430 | | |
| 3 | Steel | MT | 350 | 206 | 144 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | Authority Engineer had to forward EOT as applicable based on relaxations of Covid - 19. The same was approved by RO. EOT provided till 26/09/2021. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

Page 1 of 2

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | |
|---|---|------------|---|---|---|---|-------------------------|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 23.06.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%) :- | 33.93% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%) :- | 33.09% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Sharita Mohan Das | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 02.06.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 07.04.2021 | 28.04.2021 | 10.05.2021 | 02.06.2021 | 23.06.2021 | |
| (a) | Phy. progress (%) | 29.64% | 29.64% | 31.74% | 32.22% | 33.93% | |
| (b) | Fin. progress (%) | 27.38% | 27.38% | 27.38% | 30.12% | 33.09% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (02.06.2021) | Target given in last meeting (02.06.2021) | Achievement on date of Meeting (23.06.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 7.26 % Physical Progress should be achieved | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 59 Nos Pile work completed | | 6 Nos (Total 59 Nos Completed) | |
| (ii) | Substructure | Nos | 15 Pile Cap | 8 No Pile Cap Completed | | 0 | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |

| (III) | Equipment | | | | | | |
|-------|--|------|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (02.06.2021) | Target given in last meeting (02.06.2021) | Achievement on date of Meeting (23.06.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1726 | -1296 | | |
| 2 | Cement | MT | 150 | 153.9 | -3.9 | | |
| 3 | Steel | MT | 350 | 187 | 163 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------|---|---|---|---|---------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 170.4 Cr |
| B | Date of Review Meeting | :- | 23.12.2021 | | J | Appointed Date:- | 03.01.2019 |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | | K | Physical Progress (%):- | 37.39% |
| D | Representative of Contractor | :- | Mr Rama Raju | | L | Financial Progress (%):- | 34.85% |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | | M | Sch./Ext Date of Completion :- | 26-09-2022 |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | | N | Any EOT given (Yes/No):- | 1st EOT (upto 26.09.2022) |
| G | Date of Last Review Meeting Held | :- | 16.11.2021 | | O | Any COS given (Yes/No) | NO |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | | P | No of Shifts | 2 |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Contract Agreement | | 19-12-2019 | | 14-10-2020 | 02-05-2021 | 02-01-2022 |
| (b) | Date as per Extension of Time (EOT) | | 09-09-2021 | | 20-11-2021 | 24-02-2022 | 26-09-2022 |
| (c) | Date on which Milestone achieved | | 09-09-2021 | | 20.11.2021 | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | | 27.08.2021 | 28.09.2021 | 20.10.2021 | 16.11.2021 | 23.12.2021 |
| (a) | Phy. progress (%) | | 33.93% | 33.93% | 33.93% | 36.30% | 37.39% |
| (b) | Fin. progress (%) | | 33.12% | 33.12% | 33.12% | 34.85% | 34.85% |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (22.12.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | As per submitted Work Program November 2021 Target. | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC /TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 126 Piles | 63 Nos Pile work completed | 12 Nos Pile | 3 Nos Completed (Total = 66 Nos) | 12 Nos Pile |
| (ii) | Substructure | Nos | 17 Pile Cap | 8 No Pile Cap Completed | 2 No Pier Shaft | 0 | 4 Nos Pier Shaft |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |

| (III) | Equipment | | | | | | |
|-------|--|------|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (16.11.2021) | Target given in last meeting (16.11.2021) | Achievement on date of Meeting (22.12.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 4280 | -3850 | | |
| 2 | Cement | MT | 150 | 580 | -430 | | |
| 3 | Steel | MT | 350 | 206 | 144 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|--|---|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 24.02.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 27.38% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 26.11% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 03.02.2021 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 2 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 24.11.2020 | 15.12.2020 | 13.01.2021 | 23.02.2021 | 24.02.2021 | |
| (a) | Phy. progress (%) | 16.80% | 17.22% | 23.43% | 26.95% | 27.38% | |
| (b) | Fin. progress (%) | 15.53% | 16.80% | 20.32% | 20.32% | 26.11% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (03.02.2021) | Target given in last meeting (03.02.2021) | Achievement on date of Meeting 24.02.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | 7.26 % Physical Progress should be achieved |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 47 Nos Pile work completed | | 1 No Pile completed | |
| (ii) | Substructure | Nos | 15 Pile Cap | 6 No Pile Cap Completed | | | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|--|---|---|--|-------------------------|
| | Project Name | :- | | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (03.02.2021) | Target given in last meeting (03.02.2021) | Achievement on date of Meeting 24.02.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 189.117 | 240.883 | | |
| 2 | Cement | MT | 150 | 7.8 | 142.2 | Non CRS | |
| 3 | Steel | MT | 350 | 80.5 | 269.5 | Non CRS | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1.MD directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. 2.Contractor informed MD, NHIDCL that epoxy coated steel was used which is better than CR Steel and Costlier than CR Steel. MD, NHIDCL directed EPC Contractor to use only CR Steel. | | | | | |
| 3 | Date of Next Review meeting | 17.03.2021 (11.00 hour) | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

Page 1 of 2

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | |
|---|---|------------|---|---|---|---|-------------------------|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 27.08.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 33.93% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 33.12% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 06.08.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 02.06.2021 | 23.06.2021 | 14.07.2021 | 06.08.2021 | 27.08.2021 | |
| (a) | Phy. progress (%) | 32.22% | 33.93% | 33.93% | 33.93% | 33.93% | |
| (b) | Fin. progress (%) | 30.12% | 33.09% | 33.09% | 33.09% | 33.12% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (06.08.2021) | Target given in last meeting (06.08.2021) | Achievement on date of Meeting (27.08.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 59 Nos Pile work completed | | 0 Nos (Total 59 Nos Completed) | |
| (ii) | Substructure | Nos | 15 Pile Cap | 8 No Pile Cap Completed | | 0 | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | |

Page 2 of 2

| (III) | Equipment | | | | | | |
|-------|--|------|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (06.08.2021) | Target given in last meeting (06.08.2021) | Achievement on date of Meeting (27.08.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1600 | -1170 | | |
| 2 | Cement | MT | 150 | 130 | 20 | | |
| 3 | Steel | MT | 350 | 197 | 153 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|----------------------------------|--|---|-----------------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Humphrey Strait Creek between Km.129.420 to Km. 130.600 of NH-223 (New No. NH-4) in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 202.909 Cr |
| B | Date of Review Meeting | :- | 28.04.2021 | | J | Appointed Date:- | 26.04.2017 |
| C | Name of the Contractor | :- | M/s. MBZ-RDS (JV) | | K | Physical Progress (%):- | 92.14% |
| D | Representative of Contractor | :- | Mr.Mayank Goyal | | L | Financial Progress (%):- | 90.25% |
| E | Name of the Authority Engineer | :- | M/s Eptisa Servicios De Ingenieria S.L. | | M | Sch./Ext Date of Completion :- | 23.09.2020 (EOT up to 22.03.2021) |
| F | Representative of Authority Engineer | :- | R.K.Chaoudhary | | N | Any EOT given (Yes/No):- | Yes |
| G | Date of Last Review Meeting Held | :- | 07.04.2021 | | O | Any COS given (Yes/No) | Yes |
| H | Hindrance free available ROW as on date | :- | 1.45 Km out of 1.45 Km (100%) | | P | No of Shifts | 1 |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Conntract Agreement | | 11-04-2018 | | 05-02-2019 | 24-08-2019 | 25-04-2020 |
| (b) | Date as per Extension of Time (EOT) | | | | | | 22.03.2021 |
| (c) | Date on which Milestone achieved | | 11-04-2018 | | 20-12-2018 | 24-08-2019 | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 28.04.2021 | |
| (a) | Phy. progress (%) | 85.69% | 87.06% | 88.98% | 90.30% | 92.14% | |
| (b) | Fin. progress (%) | 83.40% | 86.36% | 86.36% | 89.87% | 90.25% | |
| (III) | Construction Progress Details | | | | | | |
| Sl No | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting | Target given in last meeting | Achievement on date of Meeting | Target for next meeting |
| | | | | 07.04.2021 | 07.04.2021 | 28.04.2021 | |
| A | Pavement works (Existing+Realignment+Bypass) | | | | 6% Physical Progress should be achieved (Against Which 1.84% is Achieved) | | |
| (i) | Earthwork/Formation Cutting | Km | 0.43 | | | | |
| (ii) | Subgrade | Km | 0.43 | | | | |
| (iii) | GSBC/TSBC | Km | 0.43 | | | | |
| (iv) | WMM/DLC | Km | 0.43 | | | | |
| (vi) | BC/PQC | Km | 0.43 | | | | |
| B | Culverts (New + Reconstruction) | Nos | NIL | | | | |
| C | Major Bridges | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 18 | 18 | | | |
| (ii) | Substructure | Nos | 18 | 18 | | | |
| (iii) | Superstructure (60 m per span) | Span | 17 | 14 | | 2 Span Launching Completed and 1 span Lanching is in progress(Total= 16 Span Completed) | |
| (iv) | Crash Barrier | RM | 2040 | 1440 (12 Span) | | 120 Rm Completed (Total =1560RM- 13 nos Span Completed) | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | NIL | | | | |
| (ii) | Retaining Walls (All Types) | RM | NIL | | | | |
| (iii) | Breast Wall (All Types) | RM | NIL | | | | |
| (iv) | Slope Stabilization/Protection work | SM | NIL | | | | |

| | | | | | | | |
|--|--|--|---|--|---|--------------------------------|-------------------------|
| | Project Name | :- | Construction of Major Bridge over Humphrey Strait Creek between Km.129.420 to Km. 130.600 of NH-223 (New No. NH-4) in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| SI No | Equipment details | Unit | Required | Deployed as on last date of meeting | Target Deployment given in last meeting | Achievement on date of meeting | Target for next meeting |
| | | | | 07.04.2021 | 07.04.2021 | 28.04.2021 | |
| 1 | Excavators (All types including loaders) | Nos | 2 | 2 | | 2 | |
| 2 | Stone Crusher | Nos | 0 | 0 | | 0 | |
| 3 | HMP | Nos | 0 | 0 | | 0 | |
| 4 | Concrete Mixers (Ready Mix Plant) | Nos | 2 | 2 | | 2 | |
| 5 | WMM Plant | Nos | 0 | 0 | | 0 | |
| 6 | Road Roller (Static/Vibratory) | Nos | 1 | 1 | | 1 | |
| 7 | Soil Compactor | Nos | 0 | 0 | | 0 | |
| 8 | Tipper+Dumper | Nos | 11 | 11 | | 11 | |
| 9 | Crane | Nos | 3 | 3 | | 3 | |
| 10 | Water Truck/Bowser | Nos | 1 | 1 | | 1 | |
| 11 | Motor Grader | Nos | 0 | 0 | | 0 | |
| 12 | Paver | Nos | 0 | 0 | | 0 | |
| 13 | Transit Mixers | Nos | 3 | 3 | | 3 | |
| (IV) | Material Details | | | | | | |
| SI No | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 1628.00 | 3372.00 | | |
| 2 | Cement | MT | 50 | 18.55 | 31.45 | | |
| 3 | Steel | MT | 20 | 30.00 | -10.00 | | |
| 4 | Bitumen | MT | 50 | 14.00 | 36.00 | | |
| 5 | Diesel | KL | 10 | 8.61 | 1.39 | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1. MD, NHIDCL appreciated the progress of the bridge work. 2. The EPC Contractor informed MD, NHIDCL that all span will be launched by 1st week of April, 2021 and Bridge will be ready for inauguration by 15th June, 2021 | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| It was also explained to the Contractor that if he fails to meet the given Target, a lump sum penalty of suitable amount will be levied, which will be non refundable and for which no separate showcause notice will be issued. | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
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National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|---|------------|---|---|---|---|-------------------------|
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 170.4 Cr |
| B | Date of Review Meeting | :- | 03.05.2021 | | J | Appointed Date:- | 03.01.2019 |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | | K | Physical Progress (%):- | 29.64% |
| D | Representative of Contractor | :- | Mr Rama Raju | | L | Financial Progress (%):- | 27.38% |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | | M | Sch./Ext Date of Completion :- | 02.01.2022 |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | | N | Any EOT given (Yes/No):- | NO |
| G | Date of Last Review Meeting Held | :- | 07.04.2021 | | O | Any COS given (Yes/No) | NO |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | | P | No of Shifts | 2 |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | NO |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Contract Agreement | | 18-12-2019 | | 13-10-2020 | 01-05-2021 | 01-01-2022 |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 23.02.2021 | 24.02.2021 | 07.04.2021 | 03.05.2021 | |
| (a) | Phy. progress (%) | 23.43% | 26.95% | 27.38% | 29.64% | 29.64% | |
| (b) | Fin. progress (%) | 20.32% | 20.32% | 26.11% | 27.38% | 27.38% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | 7.26 % Physical Progress should be achieved | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 48 Nos Pile work completed | | | |
| (ii) | Substructure | Nos | 15 Pile Cap | 6 No Pile Cap Completed | | 2 Nos Completed | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |

| | | | | | | | |
|-------|--|------|---|--|---|---|-------------------------|
| | Project Name | - | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1594 | -1164 | | |
| 2 | Cement | MT | 150 | 6213 | -6063 | | |
| 3 | Steel SAIL | MT | 350 | 58 | 292 | | |
| | Steel OTHER | MT | | 160 | | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL

| | | | | | | | |
|-------|--|------------|---|----------------------------------|---|--|--------------------------------------|
| A | Name of the Project & Length | - | Rehabilitation and up-gradation of section from Km 242.0 to 298.0 of NH-223 (New NH-4). (Package-II) to 2-lane with hard shoulder in the UT of A&N Islands ,(Project length 55.45km.) | | I | Contract Amount (in Cr) :- | Rs. 259 Cr (After COS Rs. 190.70 Cr) |
| B | Date of Review Meeting | - | 28.04.2021 | | J | Appointed Date:- | 05.12.2017 |
| C | Name of the Contractor | - | M/s Vasishta Mantena NH JV | | K | Physical Progress (%):- | 65.79% |
| D | Representative of Contractor | - | Mr. Praveen Mantena | | L | Financial Progress (%):- | 61.15% |
| E | Name of the Authority Engineer | - | M/s Eptisa Servicios De Ingenieria S.L. | | M | Sch./Ext Date of Completion :- | 04-12-2019 (EoT upto 04.03.2021) |
| F | Representative of Authority Engineer | - | R.K.Chaoudhary | | N | Any EOT given (Yes/No):- | Yes |
| G | Date of Last Review Meeting Held | - | 07.04.2021 | | O | Any COS given (Yes/No) | Yes (Negative Side Rs. 68.1 Cr.) |
| H | Hindrance free available ROW as on date | - | 55.465 Km out of 55.465 Km (100%) | | P | No of Shifts | 2 |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Contract Agreement | | 04-04-2018 | | 31-10-2018 | 29-05-2019 | 05-12-2019 |
| (b) | Date as per Extension of Time (EOT) | | (1st EoT upto 04.03.2021 approved on 29.09.2020) | | | | |
| (c) | Date on which Milestone achieved | | 27.11.2019 | | 21.09.2020 | Not achieved | Not achieved |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 28.04.2021 | |
| (a) | Phy. progress (%) | 46.71% | 50.40% | 54.16% | 63.07% | 65.79% | |
| (b) | Fin. progress (%) | 44.24% | 49.03% | 51.97% | 61.15% | 61.15% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting | Target given in last meeting | Achievement on date of Meeting | Target for next meeting |
| | | | | 07.04.2021 | 07.04.2021 | 28.04.2021 | |
| A | Pavement works (Existing+Realignment+Bypass) | | | | 18.50 % Physical Progress should be achieved (Against Which 2.72 % is Achieved) | | |
| (i) | Earthwork/Formation Cutting (upto subgrade) | Km | 55.465 | 48.760 | | 5.40 km (Total = 54.16 km) | |
| (iii) | CTSB/RAP /Chemical Stabalisation work (Additive)(5.82) | Km | 55.465 | 47.821 | | 3.35 km (Total =51.171 km) | |
| (iv) | BC | Km | 55.465 | 17.6 | | 0.00 km (Total = 17.600 km) | |
| B | Culverts (New + Reconstruction) | Nos | 286 | 279 | | 0 No (Total = 279 Nos completed) 4 Nos Box Culvert is in progress | |
| C | Minor Bridges (Re-construction/widened) | Nos | 12 | 5 nos Minor bridge Completed | | 0 nos (Total =05 Nos Minor Bridge Completed) 2 Nos bridge is in progress | |
| H | Other Engineering works | | | | | | |
| (i) | Earthan Lined | RM | 15018 | 5000 | | 0 Rm (Total =5000 Rm Completed) | |
| (ii) | Lined Earthan | | 2715 | 0 | | 0 | |
| (iii) | Retaining Walls (All Types) | RM | 5040 | 1269 | | 61 Mtr.(Total = 1330 Mtr Completed) | |
| (iv) | Breast Wall (All Types) | RM | 2715 | 0 | | 0 | |
| 9 | | | | | | | |

| | | | | | | | |
|--|--|--|---|--|---|--------------------------------|-------------------------|
| | Project Name | | Rehabilitation and up-gradation of section from Km 242.0 to 298.0 of NH-223 (New NH-4). (Package-II) to 2-lane with hard shoulder in the UT of A&N Islands ,(Project length 55.45km.) | | | | |
| (III) | Equipment | | | | | | |
| Equipment details | | | | | | | |
| Sno | Equipment details | Unit | Required | Deployed as on last date of meeting | Target Deployment given in last meeting | Achievement on date of meeting | Target for next meeting |
| | | | | 07.04.2021 | 07.04.2021 | 28.04.2021 | |
| 1 | Excavators (All types including loaders) | Nos | 5 | 5 | | 5 | |
| 2 | Stone Crusher | Nos | | | | | |
| 3 | HMP | Nos | 1 | 1 | | 1 | |
| 4 | Concrete Batching Plant | Nos | 1 | 1 | | 1 | |
| 5 | CTSB/ RAP Plant | Nos | 1 | 1 | | 1 | |
| 6 | Road Roller (Static/Vibratory) | Nos | 3 | 3 | | 3 | |
| 7 | Soil Compactor | Nos | 3 | 3 | | 3 | |
| 8 | Tipper+Dumper | Nos | 12 | 12 | | 12 | |
| 9 | Crane | Nos | 1 | 1 | | 1 | |
| 10 | Water Truck/Bowser | Nos | 2 | 2 | | 2 | |
| 11 | Hume pipe Manufacturing unit | Nos | 1 | 1 | | 1 | |
| 12 | Rock Breaker | Nos | 1 | 1 | | 1 | |
| 13 | Transit Mixers | Nos | 3 | 3 | | 3 | |
| 14 | Quality Control Lab | Nos | | | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 2959 | 2041 | | |
| 2 | Cement | MT | 50 | 1250 | -1200 | | |
| 3 | Steel | MT | 20 | 55 | -35 | | |
| 4 | Bitumen | MT | 50 | 170 | -120 | | |
| 5 | Diesel | KL | 10 | 12 | -2 | | |
| 6 | Chemical | MT | 10 | 24 | -14 | 24MT has reached at Port Blair | |
| 6 | Staging and Shuttering | | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | 1. The Contractor requested MD, NHIDCL that 69 kms stabilization work is balance in Package II, III & IV. Therefore, completion period of balance chemical stabilization work grant upto April, 2021. MD, NHIDCL asked the Contractor to complete the balance work of chemical stabilization by March, 2021 otherwise they will be put on negative list. 2. MD directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
| It was also explained to the Contractor that if he fails to meet the given Target, a lump sum penalty of suitable amount will be levied, which will be non refundable and for which no separate showcause notice will be issued. | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | |
|---|---|---|---|---|--|---|
| A | Name of the Project & Length | - | Rehabilitation and up-gradation of section from Km 107.760 to Km 129.445, Km 130.600 to Km 138 & Km 155.00 to Km 181.0 (Package-III) in the UT of A&N Islands (Total length 54.362km) | I | Contract Amount (in Cr):- | Rs. 298 Cr (awarded)/ After COS-1st : Rs. 265.96 Cr After COS -2nd Rs. 248.277 Cr |
| B | Date of Review Meeting | - | 03.05.2021 | J | Appointed Date:- | 04.09.2018 |
| C | Name of the Contractor | - | M/s Mantena Vasishta Strait JV | K | Physical Progress (%):- | 34.98% |
| D | Representative of Contractor | - | Mr. Rama Raju | L | Financial Progress (%):- | 26.43% |
| E | Name of the Authority Engineer | - | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.09.2020 |
| F | Representative of Authority Engineer | - | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | Yes |
| G | Date of Last Review Meeting Held | - | 07.04.2021 | O | Any COS given (Yes/No) | Yes (Rs. 49.772 Crore negative variation due to reduction in the carriageway width) |
| H | Hindrance free available ROW as on date | - | 54.712 Km out of 54.712 Km (100%) | P | No of Shifts | 2 |
| | | | | Q | Work Programme submitted (Primavera/MS Project) :- | No |

| | | | | | | |
|------|---|------------|--------------------------------|--------------|--------------|--------------|
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) |
| (a) | Due Date as per Contract Agreement | | 01-01-2019 | 30-07-2019 | 25-02-2020 | 02-09-2020 |
| (b) | Date as per Extension of Time (EOT) | | EoT Recommended 331 Days by AE | | | |
| (c) | Date on which Milestone achieved | | 18.07.2020 | Not Achieved | Not Achieved | Not Achieved |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 03.05.2021 |
| (a) | Phy. progress (%) | 20.43% | 23.25% | 25.46% | 31.89% | 35.00% |
| (b) | Fin. progress (%) | 16.95% | 18.96% | 18.97% | 25.11% | 26.43% |

| (III) | Construction Progress Details | | | | | | |
|-------|--|------|---------------------|--|--|---|-------------------------|
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | 18.64 % Physical Progress should be achieved | | |
| (i) | Earthwork/Formation Cutting (up to Top of subgrade) | Km | 54.362 | 43.73 | | 2.94 (Total = 46.670) | |
| (ii) | CTSB*/Soil stabilisation | Km | 54.362 | 5.56 | | | |
| (iii) | CTB*/RBI/Zaydex | Km | 54.362 | 33.169 | | 4.490 (Total = 42.249) | |
| (iv) | *RAP | Km | | 4.590 | | | |
| (v) | BC | Km | 54.362 | 1.97 | | | |
| B | Culverts (New + Reconstruction) | Nos | 175 | Total 108 Nos Precast Segment Casted Completed (84 Nos Segment mobilized at site) | | 0 | |
| C | Major Bridges (Repair) | Nos | 1 (80.52 mtr) | | | 0 | |
| D | Minor Bridges (Two reconstruction & Six Widening of existing bridge) | Nos | 8 (184 mtr) | | | 0 | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain/Unlined Drain | RM | 50443 | 8500 | | 0 | |
| (ii) | Retaining Walls (All Types) | RM | 9324 | 0 | | 0 | |
| (iii) | Breast Wall (All Types) | RM | 5130 | 0 | | 0 | |

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|-------|--|--|--|---|---|---|-------------------------|
| | Project Name | :- | | Rehabilitation and up-gradation of section from Km 107.760 to Km 129.445, Km 130.600 to Km 138 & Km 155.00 to Km 181.0 (Package-III) in the UT of A&N Islands (Total length 54.362km) | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 5 | 2 | | 4 | |
| 2 | Stone Crusher | Nos | 1 | 1 | | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 0 | | | |
| 4 | WMM Plant | Nos | 1 | 2 | | | |
| 5 | Road Roller (Static/Vibratory) | Nos | 2 | 1 | | | |
| 6 | Soil Compactor | Nos | 6 | 4 | | | |
| 7 | Tipper+Dumper | Nos | 12 | 10 | | | |
| 8 | Crane | Nos | 2 | 2 | | | |
| 9 | Water Truck/Bowser | Nos | 4 | 4 | | | |
| 10 | Motor Grader | Nos | 2 | 1 | | | |
| 11 | Paver | Nos | 2 | 1 | | | |
| 12 | Transit Mixers | Nos | 3 | 1 | | | |
| 13 | Writgen | Nos | 1 | 1 | | | |
| 14 | HMP | Nos | 1 | 1 | | | |
| 15 | Ajax Flory | Nos | 1 | 1 | | | |
| 16 | PTR Roller | Nos | 1 | 1 | | | |
| 17 | DG Sets 125 KVA | Nos | 2 | 2 | | | |
| | Cement Sspreader | Nos | 1 | 1 | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 342 | 4658 | | |
| 2 | Cement | MT | 2400 | 2521.5 | -121.5 | | |
| 3 | Steel | MT | 20 | 263.45 | -243.45 | | |
| 4 | Bitumen | MT | 135 | 40.2 | 94.8 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Chemical stabilization | MT | 1200 | 10 | 1190 | | |
| 7 | Zycoband | Lts | 12140 | 0 | 12140 | | |
| 8 | Staging and Shuttering | Sets | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | 1.The Contractor requested MD, NHIDCL that 69 kms stabilization work is balance in Package II, III & IV. Therefore, completion period of balance chemical stabilization work grant upto April, 2021. MD, NHIDCL asked the Contractor to complete the balance work of chemical stabilization by March, 2021 otherwise they will be put on negative list. 2.MD directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
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| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

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|-------|--|------------|--|---|---|--|-------------------------|
| A | Name of the Project & Length | : - | Rehabilitation and up-gradation of section from Km 206.00 to Km 242.00 (Nimbutala to Austin Creek) of NH-223 (New NH-4) (Package-IV) in the UT of A&N Islands (Total length = 33.157 km) | I | Contract Amount (in Cr):- | Rs. 174 Cr (awarded) (After COS-1st Rs. 152.49 Cr) (After COS-2nd Rs. 148.60 Cr) | |
| B | Date of Review Meeting | : - | 03.05.2021 | J | Appointed Date:- | 04.09.2018 | |
| C | Name of the Contractor | : - | M/s Vasishta Construction Pvt.Ltd | K | Physical Progress (%):- | 50.52% | |
| D | Representative of Contractor | : - | Mr.Rama Raju | L | Financial Progress (%):- | 46.67% | |
| E | Name of the Authority Engineer | : - | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 03.09.2020 | |
| F | Representative of Authority Engineer | : - | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | Yes | |
| G | Date of Last Review Meeting Held | : - | 07.04.2021 | O | Any COS given (Yes/No) | Yes (Rs. 25.40 Crore on negative variation) | |
| H | Hindrance free available ROW as on date | : - | 33.405 Km out of 33.405 Km (100%) | P | No of Shifts | 2 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 01-01-2019 | 30-07-2019 | 25-02-2020 | 02-09-2020 | |
| (b) | Date as per Extension of Time (EOT) | | EoT Recommended 156 Days by AE | | | | |
| (c) | Date on which Milestone achieved | | 02.03.2020 | Not Achieved | Not Achieved | Not Achieved | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 03.05.2021 | |
| (a) | Phy. progress (%) | 32.15% | 34.81% | 37.09% | 47.82% | 50.52% | |
| (b) | Fin. progress (%) | 28.71% | 31.38% | 31.38% | 44.77% | 46.67% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | 15.73 % Physical Progress should be achieved | | |
| (i) | Earthwork/Formation Cutting upto top of subgrade | Km | 33.157 | 22.367 | | 2.027 (Total = 24.394) | |
| (ii) | CTSB*/Soil stabilisation | Km | 33.157 | 21.287 | | 2.999 (Total = 24.286) | |
| (iii) | CTB* | Km | 33.157 | | | | |
| (iv) | BC | Km | 33.157 | 2.755 | | | |
| B | Culverts (New) | Nos | 120 | 96 complete & 8 no in progress | | 0 | |
| D | Minor Bridges (1 Reconstruction & 2 Widening) | Nos | 3 (Total length 119.1 mtr) | 9 Nos RCC Girder Completed , 30 No. Piling complete and 1 No Pile Cap Completed | | 0 | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 32589 | 15723 | | 0 | |
| (ii) | Retaining Walls (All Types) | RM | 2278 | 459 | | 0 | |
| (iii) | Breast Wall (All Types) | RM | 1070 | 0 | | 0 | |
| | | | | | | | |

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|-------|--|--|--|--|---|---|-------------------------|
| | Project Name | :- | | Rehabilitation and up-gradation of section from Km 206.00 to Km 242.00 (Nimbutala to Austin Creek) of NH-223 (New NH-4) (Package-IV) in the UT of A&N Islands (Total length = 33.157 km) | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 5 | 5 | | | |
| 2 | Stone Crusher | Nos | 1 | 1 | | | |
| 3 | HMP | Nos | 1 | 1 | | | |
| 4 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | | |
| 5 | Road Roller (Static/Vibratory) | Nos | 2 | 2 | | | |
| 6 | Soil Compactor | Nos | 2 | 2 | | | |
| 7 | Tipper+Dumper | Nos | 10 | 10 | | | |
| 8 | Crane | Nos | 1 | 1 | | | |
| 9 | Water Truck/Bowser | Nos | 2 | 2 | | | |
| 10 | Motor Grader | Nos | 2 | 2 | | | |
| 11 | Paver | Nos | 1 | 1 | | | |
| 12 | Transit Mixers | Nos | 2 | 2 | | | |
| 13 | Cement spreader | Nos | 1 | 1 | | | |
| 14 | Shoe shabe roller | Nos | 1 | 1 | | | |
| 15 | Writgen | Nos | 1 | 0 | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 11760 | 1627 | 10133 | | |
| 2 | Cement | MT | 4005 | 4170 | -165 | | |
| 3 | Steel | MT | 100 | 35.26 | 64.74 | | |
| 4 | Bitumen | MT | 50 | 183 | -133 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | RBI | MT | 50 | 2058 | -2008 | | |
| 7 | Staging and Shuttering | Sets | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | 1.The Contractor requested MD, NHIDCL that 69 kms stabilization work is balance in Package II, III & IV. Therefore, completion period of balance chemical stabilization work grant upto April, 2021. MD, NHIDCL asked the Contractor to complete the balance work of chemical stabilization by March, 2021 otherwise they will be put on negative list. 2.MD directed the EPC Contractor to work as per work programme submitted in 1st Conciliation Meeting. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
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| | | | | | | | |
| | Signature of Contractor | | | | | | Technical Division |
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National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

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|--------|---|------|--|---|--|---|-------------------------|--------------|
| A | Name of the Project & Length | :- | Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder (Total Length 12.00 km) on EPC Mode (Package-V) in the UT of A&N Islands | | I | Contract Amount (in Cr):- | Rs. 22.6 Cr | |
| B | Date of Review Meeting | :- | 03.05.2021 | | J | Appointed Date:- | 01.04.2019 | |
| C | Name of the Contractor | :- | M/s Mohan Mutha Exports Pvt Ltd | | K | Physical Progress (%):- | 99.50% | |
| D | Representative of Contractor | :- | Mr. Ravi Kaniappan (GM) | | L | Financial Progress (%):- | 99.19% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | | M | Sch./Ext Date of Completion :- | 31.07.2020 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | | N | Any EOT given (Yes/No):- | Yes | |
| G | Date of Last Review Meeting Held | :- | 07.04.2021 | | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 12 Km out of 12 Km (100%) | | P | No of Shifts | 1 | |
| | | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | | II (35 %) | | III (60%) | IV (100%) |
| (a) | Due Date as per Conntract Agreement | | 27-09-2019 | | 26-11-2019 | | 25-01-2020 | 30-03-2020 |
| (b) | Date as per Extension of Time (EOT) | | 1st EoT Granted upto 31.07.2020 , 2nd EoT Reviewd and Recommended by AE | | | | | |
| (c) | Date on which Milestone achieved | | 05.03.2020 | | 30.05.2020 | | 10.10.2020 | Not Achieved |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | | |
| | Review Dated | | 13.01.2021 | 03.02.2021 | 24.04.2021 | | 07.04.2021 | 03.05.2021 |
| (a) | Phy. progress (%) | | 82.41% | 83.52% | 86.34% | | 97.06% | 99.50% |
| (b) | Fin. progress (%) | | 78.09% | 81.96% | 81.96% | | 91.50% | 99.19% |
| (III) | Construction Progress Details | | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting | |
| A | Pavement works (Existing+Realignment+Bypass) | | | | Balance 13.66 % Physical Progress should be achieved | | | |
| (i) | Earthwork/Formation Cutting upto top of subgrade | Km | 12 | 12 | | | | |
| (ii) | GSBC/TSBC/ CTSB* | Km | 12 | 12 | | 0 | | |
| (iii) | WMM/DLC/ CTB* | Km | 12 | 12 | | 0 | | |
| (iv) | Hard Shoulder | Km | 12 | 8.5 | | 2.5 KM (Total = 11 KM) | | |
| (v) | BC | Km | 12 | 12 | | 0 | | |
| B | Culverts (New + Reconstruction) (51 Repair only+ 3 new) | Nos | 54 | 54 | | 0 | | |
| C | Major Bridges | Nos | NIL | | | | | |
| D | Minor Bridges (Repair Only) | Nos | 4 | 4 | | | | |
| H | Other Enginering works | | | | | | | |
| (i) | Lined Drain (RRM) | RM | 4000 | 3000 | | 100 (Total 4000) | | |
| (ii) | Retaining Walls (All Types) | RM | 2000 | 0 | | 0 | | |
| (iii) | Breast Wall (All Types) | RM | 2000 | 0 | | 0 | | |
| (v) | Unlined Drains | RM | 20000 | 0 | | 4000 | | |
| (vi) | Traffic Sign | Nos | 12 | 6 | | 5 (Total = 11 km) | | |
| (vii) | Metal Beam Crash Barrier | RM | 4000 | 3800 | | 200 (Total =4000) | | |
| (viii) | Junctions | Nos | 15 | 13 | | 2 | | |
| (ix) | Pre mix carpeting with sea coat for filling of pot holes and repair | RM | 12000 | 12000 | | 0 | | |
| | | | | | | | | |

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|-------|--|--|--|--|---|---|-------------------------|
| | Project Name | | Rehabilitation of Km 0.00 to Km 12.00 section in Andaman Trunk Road of NH-4 to Intermediate lane with hard shoulder (Total Length 12.00 km) on EPC Mode (Package-V) in the UT of A&N Islands | | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 4 | 2 | | | |
| 2 | Stone Crusher | Nos | 1 | 1 | | | |
| 3 | HMP | Nos | 1 | 1 | | | |
| 4 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | | |
| 5 | WMM Plant | Nos | | | | | |
| 6 | Road Roller (Static/Vibratory) | Nos | 1 | 1 | | | |
| 7 | Soil Compactor | Nos | 2 | 2 | | | |
| 8 | Tipper+Dumper | Nos | 11 | 5 | | | |
| 9 | Crane | Nos | | | | | |
| 10 | Water Truck/Bowser | Nos | 2 | 2 | | | |
| 11 | Motor Grader | Nos | 1 | 1 | | | |
| 12 | Paver | Nos | 1 | 1 | | | |
| 13 | Transit Mixers | Nos | 2 | 2 | | | |
| (IV) | Material Details | | | | | | |
| Sr no | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 500 | 4500 | | |
| 2 | Cement | MT | 50 | 7 | 43 | | |
| 3 | Steel | MT | 20 | 3 | 17 | | |
| 4 | Bitumen | MT | 50 | 2 | 48 | | |
| 5 | Diesel | KL | 10 | 8 | 2 | | |
| 6 | Staging and Shuttering | Sets | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | 1.MD, NHIDCL directed the EPC contractor to complete the work by 31.03.2021 otherwise he will be put on black list. 2.EPC Contractor informed MD, NHIDCL that RE Wall & Breast Wall was not required as per site condition. MD, NHIDCL asked ED(P) and Team Leader to resolve the issue. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
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| | Signature of Contractor | | | | | | Technical Division |
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National Highways & Infrastructure Development Corporation Limited, New Delhi

Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi

| | | | | | | | |
|-------|--|------------|--|---|---|--|-------------------------|
| A | Name of the Project & Length | :- | Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate lane with hard shoulder (Total Length 14.10) on EPC Mode (Package-VI) in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 37.67 Cr | |
| B | Date of Review Meeting | :- | 03.05.2021 | J | Appointed Date:- | 01.04.2019 | |
| C | Name of the Contractor | :- | M/s Mohan Mutha Exports Pvt Ltd | K | Physical Progress (%):- | 88.06% | |
| D | Representative of Contractor | :- | Mr. Ravi Kaniappan (GM) | L | Financial Progress (%):- | 84.24% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 01.04.2020 after EOT 11.01.2021 | |
| F | Representative of Authority Engineer | :- | Mr. Ravindra Kr Mishra | N | Any EOT given (Yes/No):- | No | |
| G | Date of Last Review Meeting Held | :- | 07.04.2021 | O | Any COS given (Yes/No) | No | |
| H | Hindrance free available ROW as on date | :- | 14.2 Km out of 14.2 Km (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | No | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35 %) | III (60%) | IV (100%) | |
| (a) | Due Date as per Contract Agreement | | 30-05-2019 | 29-07-2019 | 26-12-2019 | 30-03-2020 | |
| (b) | Date as per Extension of Time (EOT) | | (1st EoT recommended upto 11.01.2021) (Revised EoT submitted by EPC Contractor dated 10.09.2020) | | | | |
| (c) | Date on which Milestone achieved | | 21.08.2020 | 30.12.2020 | 11.03.2021 | Not Achieved | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 13.01.2021 | 03.02.2021 | 24.02.2021 | 07.04.2021 | 03.05.2021 | |
| (a) | Phy. progress (%) | 51.21% | 55.05% | 62.83% | 81.78% | 88.06% | |
| (b) | Fin. progress (%) | 45.66% | 49.95% | 57.83% | 75.37% | 84.24% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | Balance work should be completed | | |
| (i) | Earthwork/Formation Cutting upto top of subgrade | Km | 14.2 | 14 | | 0 | |
| (ii) | GSBC/TSBC/ CTB* | Km | 14.2 | 14 | | 0 | |
| (iii) | WMM/DLC/ CTB* | Km | 14.2 | 13.9 | | 0.10 (Total 14.00 Km) | |
| (iv) | Hard Shoulder | Km | 14.2 | 0 | | 14.65 | |
| (v) | BC | Km | 14.2 | 3.745 | | 9.140 (Total = 12.885 km) | |
| B | Culverts (New + Reconstruction) | Nos | 52 (37 NEW + 15 Repair) | (Total 9 No.) Repair, total 24 nos New completed. | | 12 Nos New and 6 Nos Repairing Completed (Total = 51) | |
| C | Minor Bridges (Repair)* | Nos | 1 | Repair work is in progress | | 1 | |
| D | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 1965 | 0 | | 560 | |
| (ii) | Retaining Walls (All Types) | RM | 1500 | 0 | | 1050 | |
| (iii) | Breast Wall (All Types) | RM | 200 | 0 | | 0 | |
| | | | | | | | |

| | | | | | | | |
|-------|--|---|--|--|---|---|-------------------------|
| | Project Name | :- | | Rehabilitation of section from Km 45.00 to Km 59.20 of NH-4 to Intermediate lane with hard shoulder (Total Length 14.10) on EPC Mode (Package-VI) in the UT of A&N Islands | | | Page 2 of 2 |
| (III) | Equipment | | | | | | |
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (07.04.2021) | Target given in last meeting (07.04.2021) | Achievement on date of Meeting 03.05.2021 | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 4 | | | |
| 2 | Transit Mixers | Nos | 1 | 1 | | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 1 | | | |
| 5 | Soil Compactor | Nos | 1 | 1 | | | |
| 6 | Tipper+Dumper | Nos | 10 | 10 | | | |
| 7 | Water Truck/Bowser | Nos | 2 | 2 | | | |
| 8 | Motor Grader | Nos | 1 | 1 | | | |
| 9 | Paver | Nos | 1 | 1 | | | |
| 10 | HMP | Nos | 1 | 1 | | | |
| 11 | Writgen | Nos | 1 | 0 | | | |
| 12 | JCB | Nos | 1 | 1 | | | |
| | Ajay Flory | Nos | 1 | 1 | | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 5000 | 4500 | 500 | | |
| 2 | Cement | MT | 200 | 220 | -20 | | |
| 3 | Steel | MT | 20 | 15 | 5 | | |
| 4 | Bitumen | MT | 50 | 18 | 32 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Existing Road | | | | | | |
| 2 | Remarks, if any | 1.MD, NHIDCL directed the EPC contractor to complete the work by 31.03.2021 otherwise he will be put on black list. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
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| | Signature of Contractor | | | | | | Technical Division |
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राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

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



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Review Meeting/A&N/2022/1546.

Date: 22.08.2022

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Minutes of projects Review Meeting dated 28.07.2022 (A&N) -Reg.

Please find herewith attached Minutes of Meeting held under the chairmanship of MD-NHIDCL on 28.07.2022 (Through video conferencing) to review the progress of ongoing work in the Union Territory of Andaman and Nicobar Islands.

2. You are requested to circulate the enclosed Minutes of Meeting to all the concerned for necessary actions accordingly.

(V.Jaiswal)
Dy. General Manager (T), NHIDCL

Minutes of project Review Meeting dated 28.07.2022 held under the chairmanship of MD-NHIDCL (held through Video conferencing)

State/UT: Andaman & Nicobar Islands.

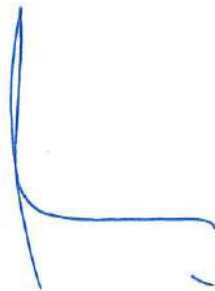
1. Minutes of project review meeting held through Video conference under the Chairmanship of MD-NHIDCL with the projects staff of NHIDCL, representative of Authority's Engineer and EPC Contractors is as under:

| Sr. No. | Name of Work | Matter/Key issues discussed | Decision taken/Directions given |
|---------|---|---|--|
| 1 | Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union Territory of Andaman & Nicobar Islands on EPC Basis. Contractor's Name: M/s Mantena Vasishta Bridge JV. | (i) Contractor was enquired about the status of work. (ii) Contractor requested to get Mobilisation Advance for maintaining their case flow. | (i) Progress on ground was not found satisfactory. The Contractor was advised to expedite the progress of work. (ii) EPC Contractor was directed to apply for the Mobilisation Advance as per provisions of the CA, which shall be processed by ED(P). (iii) If more cashflow is required by Contractor, RO may explore possibility within the CA framework. |
| 2 | Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis (Package-II) Contractor's Name: M/s Vasishta Mantena NH JV. | (i) Contractor was enquired about the progress of work. (ii) Maintenance condition of road was enquired. | (i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work. (ii) The EPC contractor was directed to keep the carriage way in traffic worthy condition during monsoon season. (iii) EPC Contractor was advised to keep precaution while executing the chemical stabilization work at site to avoid failure of the road. |
| 3 | Rehabilitation and up-gradation of section from Km 107.760 to 129.445 (After Middle strait to Humphrey), Km 130.600 to 138 (After Humphrey to Kadamtala) & Km 155.000 to 181.000 (End of Jarwa to Rangat) of NH-223 to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-III). Contractor's Name: M/s Mantena Vasishta Strait (JV) | (i) Contractor was enquired about the progress of work. (ii) Maintenance condition of road was enquired. (iii) Issue raised by local public regarding failure | (i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work. (ii) The EPC contractor was directed to keep the carriage way in traffic worthy condition during monsoon season. (iii) EPC Contractor was advised to keep precaution while executing the |

| | | | |
|---|---|--|---|
| | | <p>occurred during uses of chemical stabilization work at site to Chemical Stabilisation in avoid failure of the road.</p> <p>road construction, i.e. RBI-81.</p> <p>(iv) EPC Contractor informed that it needs a working capital advance.</p> | <p>(iv) RO was instructed to explore possibility of Secure Advance for facilitate the contractor.</p> <p>(v) EPC Contractor was directed to expedite the require field test of the existing bridges to be widened/reconstructed.</p> |
| 4 | <p>Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV).</p> <p>Contractor's Name: M/s Vasishtha Construction Pvt. Ltd.</p> | <p>(i) Contractor was enquired about the progress of work.</p> <p>(ii) Maintenance condition of road was enquired.</p> <p>(iii) Issue raised by local public regarding failure occurred during uses of Chemical Stabilisation in road construction, i.e. RBI-81.</p> | <p>(i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work.</p> <p>(ii) The EPC contractor was directed to keep the carriage way in traffic worthy condition during monsoon season.</p> <p>(iii) EPC Contractor was advised to keep precaution while executing the chemical stabilization work at site to avoid failure of the road.</p> <p>(iv) EPC Contractor was directed to expedite the require field test of the existing bridges to be widened/reconstructed.</p> |
| 5 | <p>Rehabilitation of section from Km 298.00 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Total Length 32.662 km) on EPC Mode (Package- VIII).</p> <p>Contractor's Name: M/s Kaba Infratech Pvt. Ltd.</p> | <p>(i) Contractor was enquired about the progress of work.</p> | <p>(i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work. RMC plant should be installed at the earliest.</p> <p>(ii) The Contractor promised to achieve 30% progress within three months, i.e. by Oct 2022. RO should monitor the weekly progress and if Contractor fails to achieve it, action for poor performance shall be taken as per Contract.</p> |
| 6 | <p>Construction of 4 (Four) Minor Bridges at km 21.717, km 23.150, km 88.300 & km 92.100 on NH-4 in the Union Territory of Andaman & Nicobar Islands on EPC basis.</p> <p>Contractor's Name: M/s Vij Engineering &</p> | <p>(i) Contractor was enquired about the progress of work.</p> <p>(ii) Excavated earth/soil</p> | <p>(i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work. EPC Contractor committed to complete the work by Dec'22.</p> |

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| | Consultants Pvt.Ltd. | dumping issues were raised by Contractor. (iii) Contractor mentioned that Tipper/ Crane transportation permission is not accorded by Local Administration. | (ii) ED(P) was instructed to resolve the issues with the Local Administration of UT. ED(P) was also advised to meet Chief Secretary, on the issues raised by the contractor. |
| 7 | <p>Reconstruction of 94 Nos. of culverts in the stretch from km 298.00 to km 330.620(Karla to Kalipur) of NH-04 in the Union Territory of Andaman & Nicobar Islands on EPC Mode:</p> <p>Contractor's Name: M/s H.R. Construction Private Limited.</p> | <p>(i) Contractor was enquired about the progress of work.</p> <p>(ii) Contractor stated that out of 94 nos. of culverts 51 nos. have been constructed and remaining are undergoing delay in utilities shifting.</p> | <p>(i) Progress on ground was not found satisfactory. The contractor was advised to expedite the progress of work. EPC Contractor committed to complete the work by Dec'22.</p> <p>(ii) GM(P), Mayabunder and AE were also directed to closely monitor the progress of the work for early completion and to co-ordinate with the Utility Owning Agency for removal of hindrances.</p> |



Page 1 of 2

| National Highways & Infrastructure Development Corporation Limited,New Delhi | | | | | | | |
|---|---|------------|---|---|---|---|-------------------------|
| Minutes of review meeting held under the Chairmanship of Managing Director, NHIDCL at New Delhi | | | | | | | |
| A | Name of the Project & Length | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | I | Contract Amount (in Cr):- | Rs. 170.4 Cr | |
| B | Date of Review Meeting | :- | 28.09.2021 | J | Appointed Date:- | 03.01.2019 | |
| C | Name of the Contractor | :- | M/s Mantena Vasistha Bidge JV | K | Physical Progress (%):- | 33.93% | |
| D | Representative of Contractor | :- | Mr Rama Raju | L | Financial Progress (%):- | 33.12% | |
| E | Name of the Authority Engineer | :- | M/s Yogma Engineering Company Ltd association with Techniko Consultancy Services Pvt Ltd | M | Sch./Ext Date of Completion :- | 02.01.2022 | |
| F | Representative of Authority Engineer | :- | Mr. Pramod Kumar | N | Any EOT given (Yes/No):- | NO | |
| G | Date of Last Review Meeting Held | :- | 27.08.2021 | O | Any COS given (Yes/No) | NO | |
| H | Hindrance free available ROW as on date | :- | 1.963 km out of 1.963 (100%) | P | No of Shifts | 1 | |
| | | | | Q | Work Programme submitted (Primavera/ MS Project) :- | Yes | |
| (I) | Status of Project Milestones & Percentage | | I (10%) | II (35%) | III (60%) | IV (100%) | |
| (a) | Due Date as per Conntract Agreement | | 18-12-2019 | 13-10-2020 | 01-05-2021 | 01-01-2022 | |
| (b) | Date as per Extension of Time (EOT) | | | | | | |
| (c) | Date on which Milestone achieved | | 09-09-2020 | | | | |
| (II) | Progress of Work (Since last 4 review meetings) | | | | | | |
| | Review Dated | 23.06.2021 | 14.07.2021 | 06.08.2021 | 27.08.2021 | 28.09.2021 | |
| (a) | Phy. progress (%) | 33.93% | 33.93% | 33.93% | 33.93% | 33.93% | |
| (b) | Fin. progress (%) | 33.09% | 33.09% | 33.09% | 33.12% | 33.12% | |
| (III) | Construction Progress Details | | | | | | |
| Sno | Description/Item | Unit | Total Scope of Work | Completed Work upto last meeting (27.08.2021) | Target given in last meeting (27.08.2021) | Achievement on date of Meeting (28.09.2021) | Target for next meeting |
| A | Pavement works (Existing+Realignment+Bypass) | | | | | | |
| (i) | Earthwork/Formation Cutting | Rm | 1003 | 0 | | | |
| (ii) | Subgrade | Rm | 1003 | 0 | | | |
| (iii) | GSBC/TSBC | Rm | 1003 | 0 | | | |
| (iv) | WMM/DLC | Rm | 1003 | 0 | | | |
| (v) | DBM | Rm | | | | | |
| (vi) | BC/PQC | Rm | 1003 | 0 | | | |
| B | Culverts (New + Reconstruction) | Nos | | | | | |
| C | Major Bridges | Nos | | | | | |
| (i) | Foundation | Nos | 109 Piles | 59 Nos Pile work completed | | 0 Nos (Total 59 Nos Completed) | |
| (ii) | Substructure | Nos | 15 Pile Cap | 8 No Pile Cap Completed | | 0 | |
| (iii) | Superstructure | RM | 960 | | | | |
| H | Other Engineering works | | | | | | |
| (i) | Lined Drain | RM | 2006 | 0 | | | |
| (ii) | Retaining Walls (All Types) | RM | 2006 | 0 | | | |
| | | | | | | | |
| | Project Name | :- | Construction of Major Bridge over Middle Strait Creek between Km. 106.590 to Km. 107.762 of NH-223 in the UT of A&N Islands | | | | Page 2 of 2 |

| (III) | Equipment | | | | | | |
|-------|--|--|--|--|---|---|-------------------------|
| Sno | Equipment details | Unit | Required | Completed Work upto last meeting (27.08.2021) | Target given in last meeting (27.08.2021) | Achievement on date of Meeting (28.09.2021) | Target for next meeting |
| 1 | Excavators (All types including loaders) | Nos | 3 | 3 | 0 | | |
| 2 | Stone Crusher | Nos | 1 | 0 | 0 | | |
| 3 | Concrete Mixers (Ready Mix Plant) | Nos | 1 | 1 | 0 | | |
| 4 | Road Roller (Static/Vibratory) | Nos | 1 | 0 | 0 | | |
| 5 | Soil Compactor | Nos | 1 | 2 | 0 | | |
| 6 | Tipper+Dumper | Nos | 10 | + | 0 | | |
| 7 | Crane | Nos | 2 | 1 | 0 | | |
| 8 | Water Truck/Bowser | Nos | 8 | 0 | 0 | | |
| 9 | Motor Grader | Nos | 1 | 1 | 0 | | |
| 10 | Batching Plant CP-30 | Nos | 2 | 2 | 2 | | |
| 11 | Transit Mixers | Nos | 4 | 3 | 0 | | |
| 12 | Gantry | Nos | 1 | | 0 | | |
| 13 | Rig | Nos | 1 | 1 | 0 | | |
| | Crawler Crane | | | | | 1 | |
| 14 | Barges | Nos | 3 | 1 | 0 | | |
| (IV) | Material Details | | | | | | |
| Sno | Material Details | Unit | Buffer stock to be maintained at all times (A) | Stock Available at site 2 days before the Review meeting (B) | Deficient (A)-(B) | Remarks | |
| 1 | Aggregate | MT | 430 | 1600 | -1170 | | |
| 2 | Cement | MT | 150 | 130 | 20 | | |
| 3 | Steel | MT | 350 | 197 | 153 | | |
| 4 | Bitumen | MT | 50 | 24 | 26 | | |
| 5 | Diesel | KL | 10 | 10 | 0 | | |
| 6 | Staging and Shuttering | Sets | 0 | | | | |
| (V) | Others | | | | | | |
| 1 | Maintenance of Exisitng Road | | | | | | |
| 2 | Remarks, if any | EPC Contractor assured that launching of superstructure will be started in Feb, 2022 to which Director (T) agreed and directed EPC Contractor & AE to ensure designs are submitted and approved. | | | | | |
| 3 | Date of Next Review meeting | | | | | | |
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| | | | | | | | |
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| | Signature of Contractor | | | | | | Technical Division |
| | | | | | | | |

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

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3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Review Meeting/A&N/2022/88

Date: 14.11.2022

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edpportblair@gmail.com

Subject: Review meeting held on 31.10.2022 under the Chairmanship of Dir(T), NHIDCL through VC to review the ongoing works of NH-04 in A&N Islands -reg.

Sir,

Please find the attached Minutes of Meeting held under the Chairmanship of Dir (T), NHIDCL on 31.10.2022 (Through Video conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands for necessary action by all concerned.

(Devender Kumar)

Dy. General Manager (T)

Copy for necessary action:

1. M/s Eptisa Servicios De Ingeineiria S.L
2. M/s Yongma Engineering Co.Ltd In association with M/s Techniko Engineering Consulting Pvt.Ltd.
3. M/s Mantena Vasishta Bridge JV
4. M/s Vasishta Mantena NH-JV
5. M/s Mantena Vasishta Strait JV
6. M/s Vasishta Construction Pvt. Ltd.
7. M/s Kaba Infratech Pvt. Ltd.

Minutes of Project Review Meeting dated 31.10.2022 held under the Chairmanship of
Dir(T), NHIDCL (through Video conferencing)

Project Review Meeting under the Chairmanship of Dir(T), NHIDCL was held on 31.10.2022 through VC for the projects mentioned below. ED(P)-Port Blair, GM(P), Mayabunder, representative of Contractor M/s Kaba Infratech Pvt. Ltd joined through VC and representative of M/s Vasishta Mantena Sh. Rama Raju & Sh. Chaitanya joined the meeting in person. ED(T), DGM (T), DGM (Monitoring) were also present in the meeting.

(i) Construction of Major Bridge over Middle Strait Creek between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang islands in the Union territory of Andaman & Nicobar Islands on EPC Basis (M/s Mantena Vasishta Bridge JV).

(ii) Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis(Package-II) (M/s Vasishta Mantena NH-JV).

(iii) Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4(Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Package-III) (M/s Mantena Vasishta Strait JV).

(iv) Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV) (M/s Vasishta Construction Pvt. Ltd.)

(v) Rehabilitation of Section from Km 298.000 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands(Total lengths -32.662km) on EPC Mode (Package-VIII) (M/s Kaba Infratech Pvt. Ltd.)

2) At the outset Dir (T), NHIDCL expressed strong displeasure on slow progress of work in Package-VIII and asked the contractor to ensure the availability of materials at site (i.e. Aggregate, Cement and Steel) and submit the work programme for the completion of work.

Representative of the Contractor M/s Kaba Infratech Pvt. Ltd undertaking work of Pkg-VIII, Sh. Mishra stated that the RMC plant is functioning at site and started Bituminous work of overlaying portion. CTB, CTBS work and construction of culverts has also been started and regular maintenance of the road is being done. HMP plant will reach site on 10.11.2022 at Mayabunder and will be installed at the earliest. He raised the query allotment issues. It was apprised by ED(P) that the matter of quarry has already been discussed with Chief Secretary, Lieutenant Governor and concerned DC. DC will be taking action on this matter soon. Dir (T) asked the contractor to submit the firmed commitment of work progress in quantified format rather than just process and vague activities. Contractor replied that they will complete the work of 9.5 km overlaying portion, 5 km of CTB/CTBS and 12 nos. culverts by 31.12.2022. It was also directed that ED (P) should get the work programme from contractor to achieve this quantified progress backed by necessary resources on ground. ED(P) should monitor the progress for achievement of commitments. Contractor was asked to submit the Change of Scope for the portion of Karla to Sita Nagar by the ED(P). In this matter, Dir(T) advised to check Contract Agreement whether it is under the scope of EPC Contract Agreement, before forwarding the case of COS to HQ.

3) Dir(T), NHIDCL expressed extreme displeasure on creeping work progress for the construction of **Middle Strait Creek**. Representative of the contractor said that out of 126 piles, 72 nos. are completed and two sea pilling works is started. They will complete one span (21 segments) in a month from October 2022 onward as rain has already stopped. Further the contractor committed that the work will be completed by 31.12.2023. AE stated that the contractor has stacked insufficient materials at site and not submitted the work programme yet to achieve the said timelines. It will not possible to achieve the commitment in current pace. It was instructed that contractor should prepare the realistic work programme in consultations with AE and submit within a week period. AE cannot be relieved from his duties as he has to make all efforts to get prepared the realistic work programme with Contractor and ensure the resources availability. Contractor was also asked to prepare and submit the required EoT in consultation with AE within a week period.

4) For **package II**, ED(P) alarmed about the distresses/cracks in pavement. Further, the work has not been completed within the extended time period as the progress is 84% only. Contractor's representative said that 5km is facing problematic in **package-II** for completing the work in all respect. ED(P) Port Blair stated that not a even single person is deployed at site and out of 2715 Rm line drain only 90 Rm completed. In this case, Dir (T) directed the

contractor to complete BC work & remaining work items in whole stretch first in next month and maintaining the damaged stretches in the project stretch. The Contractor assured to complete the work by 31.12.2022. Contractor was also asked to submit the required EoT at the earliest.

5) For **Package-III**, the Dir (T) noted that as on date, Physical progress is 51.26% & Financial progress is 44.80%. There is very slow progress in past six months i.e. from 44.46% to 51.26% only. The project is lagging behind and is not completed within schedule date of 03.09.2020. A strong displeasure was expressed at such slow progress. It was brought to notice that contractor has not completed the work of 31.52km BC, 27km drain, 9.633 Rm retaining wall/Breast wall & 48 nos. of culverts so far. Extremely pathetic maintenance of road by contractor was also brought to notice of Dir (T). ED (P) was directed to take all action to maintain the road in motorable condition. Contractor's representative apprised that in forest land of 23km, they can't construct the Breast Wall and Retaining Wall (9.663km) due to unavailability of RoW in project **package-III**. Regarding the damages portion of RBI-81, CRR team will come and check the failures stretches to sustain said the contractor. Dir(T) instructed to expedite the forest clearance and directed to the contractor to do the work where is the work front available at site without any delay. GM(P) assured for expedited action for forest clearance issue. Contractor was also asked to submit the required EoT at the earliest.

6) For **Package-IV**, the Dir (T) noted that as on date, Physical progress is 70.32% & Financial progress is 66.82%. There is very slow progress in past six months i.e. from 64.22% to 70.32%. The project is lagging behind and is not completed within schedule date of 03.09.2020. A strong displeasure was expressed at such slow progress. It was brought to notice that contractor has not completed the work of 24.55km BC, 10.33km drain, 0.63 km retaining wall, 0.52km Breast wall & 03 nos. of culverts. Extremely pathetic maintenance of road by contractor was also brought to notice of Dir (T). ED (P) was directed to take all action to maintain the road in motorable condition. Contractor was also asked to submit the required EoT at the earliest. Contractor raised the pending payment for escalations upto EoT granted and other withheld money from their respective bills. Contractor was advised by GM(P), Mayabunder to submit supporting documents for escalation upto schedule completion date. It was decided to take the decision on Price escalation till extended time period at HQ separately. Till then, the Contractor may be released the Price Escalation till Scheduled

Construction period. Any other dues to the contractor may also be released as per Contract provision to enable him to complete the work.

7) Long pending issue of CoS of 06 Minor Bridges in **PKg-III** & 02 Minor Bridges in **Pkg-IV** was discussed. It was apprised by DGM(T) that contractor is not ready to submit the investigation reports, design & drawing for CoS. Dir(T) directed contractor to sit with AE & prepare the detail construction design, drawings and estimate of minor bridges under CoS for Pkg-III & IV and submit within 15 days from the issuance of this minutes. Contractor & AE assured to do the same. ED (P) was directed to monitor and ensure the submission of CoS along with detailed design, drawings and estimate within 15 days.

The meeting ended with vote of thanks to the chair.

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
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National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
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(भारत सरकार का उद्यम)



(A Government of India Enterprise)

NHIDCL/A&N/NH-4/ATR-General/2021/e-200519

Date: 22.12.2022

To

ED (P), RO, Port Blair,
Ward No.23, Near Air Force Station,
Prothrapur, Garacharma (P.O),
Port Blair, Pin-744105, Ph: 03192-296755
E-mail: edportblair@gmail.com

Subject: Review meeting held on 13.12.2022 under the Chairmanship of MD, NHIDCL through VC to review ongoing works of NH-04 in A&N Islands -reg.

Sir,

Minutes of Meeting held under the Chairmanship of MD-NHIDCL on 13.12.2022 (Through Video conferencing) to review the ongoing works in the Union Territory of Andaman & Nicobar Islands are attached herewith for necessary action by all concerned.

(Devender Kumar)
Dy.General Manager (T)

Copy for necessary action:

1. M/s Eptisa Servicios De Ingeineiria S.L.
2. M/s Yongma Engineerings Co. Ltd.
3. M/s Mantena Vasishta Bridges (JV)
4. M/s Vasishta Mantena Nh (JV)
5. M/s Mantena Vasishta Strait (JV)
6. M/s Vasishta Construction Pvt. Ltd.
7. M/s Kaba Infratech Pvt. Ltd.

Minutes of Project Review Meeting dated 13.12.2022 held under the Chairmanship of MD-NHIDCL (through Video conferencing)

Project Review Meeting under the Chairmanship of MD, NHIDCL was held on 13.12.2022 through VC for the projects mentioned below. ED(P)-Port Blair, GM(P), Mayabunder, Authority Engineers, representatives of EPC Contractors M/s Mantena Vashista Strait JV, M/s Vashishta Construction Pvt. Ltd., M/s Vashishta Mantena NH JV and M/s Kaba Infratech Pvt. Ltd joined through VC. Director (T), ED(T), DGM(T), DGM (Monitoring) were also present in the meeting. List of projects reviewed is as under:

(i) Construction of Major Bridge over **Middle Strait Creek** between km.106.590 to km 107.762 of NH-223 (New No. NH-4) connecting South Andaman & Baratang Islands in the Union territory of Andaman & Nicobar Islands on EPC Basis (M/s Mantena Vasishta Bridge (JV).

(ii) Rehabilitation and up-gradation of section from Km 242.00 to 298.00 of NH-223 (New NH-4) 2- lane with hard shoulder in the Union Territory of Andaman and Nicobar Islands on EPC basis(Package-II) (M/s Vasishta Mantena NH-(JV).

(iii) Rehabilitation and up-gradation of section from Km 107.760 to km 129.445 (After Middle Strait to Humphrey), Km 130.600 to Km 138 (After Humphrey to Kadamtala) & Km 155.00 to Km 181.00 (End of Jarwa to Rangat) of NH-4(Total Length: 54.71 Km) to 2-Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands on EPC Basis (Package-III) (M/s Mantena Vasishta Strait JV).

(iv) Rehabilitation and up-gradation of section from Km 206.00 to Km 239.445 (Total length: 33.405 km) of NH-4 (Old NH-233) (Nimbutala to Austin Creek) of NH-4 (Old NH-233) to 2-lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands (Package-IV) (M/s Vasishta Construction Pvt. Ltd.)

(v) Rehabilitation of Section from Km 298.000 to Km 330.662 (Karala to Kalipur) of NH-04 to Intermediate Lane with hard shoulder in the Union Territory of Andaman & Nicobar Islands(Total lengths -32.662km) on EPC Mode (Package-VIII) (M/s Kaba Infratech Pvt. Ltd.)

2. At the outset MD, NHIDCL expressed extreme displeasure on creeping work progress for the construction of **Middle Strait Creek**. It was observed that the construction of bridge is very slow and in last six months. The physical progress made till date is 39.63% only. The Contractor raised the issue of delayed Monsoon which was not accepted as a legitimate reason of delay because the Monsoon is recurring phenomena and nothing was new to the Contractor. It was discussed during the meeting that the Contractor has miserably failed in its planning and mobilizing the resource to complete the project in time bound manner. On asking the commitments, the Contractor assured about completion of 20 segments in a month January 2023 onwards. Further the Contractor committed that at least 10 segments will be casted within 15 days of December 2022. Authority's Engineer informed that the Contractor has stacked insufficient materials at site to meet such commitment and not submitted



any work programme to achieve the progress. Contractor was instructed to prepare and submit the realistic work programme and ED(P) Port Blair was instructed to check the Contractor's work programme within a week's period. ED(P) was directed during the meeting to monitor the progress of the work closely in accordance with the work programme backed proper planning and resources. In case the Contractor does not follow the work program in next 7 days, ED(P) should take necessary action as per Contract Agreement. The completion schedule shall be reviewed by ED(P) and work progress shall be expedited.

3. As regard to **Package-II**, it was observed that the progress in the work is above 80%. In earlier meeting, it was assured by Contractor to complete the work by Dec 2022 however, the Contractor has failed in its commitments. There was no explanation with the Contractor except citing the reasons of delayed monsoon. It was instructed that the Contractor should complete the work of Package-II by 31.01.2023 in all respects. The Contractor assured the same. The request for time extension should be applied by the Contractor with immediate effect which shall be examined in accordance with the provisions of Contract and damages shall be levied as per provisions of Contract on account of lapses on the part of the Contractor.

4. As regard to **Package-III**, it was noted that as on date, Physical progress was 51.30% & financial progress was 44.02%. Extremely slow progress in last six months i.e. from 44.46% to 51.26% was noted. As regard to **Package-IV**, it was noted that as on date, Physical progress is 70.32% & Financial progress is 69.48%. There is extremely slow progress in past six months i.e. from 64.22% to 70.32% only. The Contractor's representative apprised that in forest land of 23 km in Package-III, they can't construct the Breast Wall and Retaining Wall (9.503 km) due to unavailability of full RoW. The excuse of the Contractor for hiding the failure to complete the work in the encumbrance free revenue land was discussed. It was acknowledged by Contractor that he could not complete the work in revenue portion as well on account of delayed monsoon and lack of stone aggregates. The reasons were discarded as the Contractor has failed in achieving the intended progress as per stipulated milestones due to failure in planning and mobilizing/allocating of adequate resources. The contractor must do the work wherever the working front is available at site without any delay. It was apprised by ED(P) that even in case of forest stretch, the Stage-1 Forest clearance clearly mentions of construction of protection works such as retaining wall, Breast wall etc, if required. ED (P) also apprised that concerned DFO has assured for all cooperation in this regard. However, the contractor has not attempted any such work. It was directed that Contractor should identify the stretches wherever the protection works are required and start constructing in consultation with ED(P). GM(P), Mayabunder was further instructed to expedite availability of the additional forest clearance and was directed to meet the UT Administration whenever required. GM(P) assured for expedited action and will verify every Utility shifting location with DFO Rangat at the earliest. Further, the bad conditions of the existing road was once again reminded to Contractor and asked to repair the 25 km bad conditioned stretch. The Contractor assured to maintain the road and committed that entire 31.52 km BC will be completed before March 2023. ED(P) was directed during the meeting to monitor the progress of the work closely in accordance with the work programme backed proper planning and resources. In case the contractor does not follow the

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work program in next 7 days, ED(P) should take necessary action as per Contract Agreement. The completion schedule shall be reviewed by ED(P) and work progress shall be expedited.

5. Further, the contractor committed that the work of 9 km BC will be completed before Feb 2023 and maintain the road in motorable condition all over the stretch of Package-IV. The Contractor raised the issue of delayed clearance of borrow area. GM(P) was directed to meet the Local Administration along with contractor and resolve the issue regarding penalty imposed to the contractor by Local Administration and discuss to get clearance of borrow area. Further, it was directed to complete the bad conditioned bridge approaches at the earliest wherein dangerous condition of road was pointed out by ED(P). On raising the issue of withheld payment by Contractor, ED(P) was asked to look into the issues of pending payment of price escalation up to EoT granted and other withheld money from contractor bills as per CA.

6. MD, NHIDCL expressed strong displeasure on slow progress of work since the appointed date of the **package-VIII** too and asked the contractor to ensure the availability of materials at site (i.e. Aggregate, Cement and Steel) and submit the work programme to complete the work in time bound manner. Representative of the Contractor M/s Kaba Infratech Pvt. Ltd, Sh. Bhatnagar informed that the RMC plant is functioning at site and bituminous work of overlaying portion is started. CTB, CTSB work and construction of culverts has also been started and regular maintenance of the road is being done. HMP will also be installed within a week's period. He raised the issue of quarry allotment and mobilization advance payment; which was discussed and ED(P) was asked to look into it. The Contractor was asked to submit the work program for the complete stretch backed by adequate resources. Director (Tech) advised that all the repair work should be completed before monsoon and tie up with other contractors to get the HMP to start the work immediately, if required.

The meeting ended with vote of thanks to the chair.

