

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)

TERMINATION NOTICE (WITHOUT PREJUDICE)

NHIDCL/Tripura/NH-108B/Agt-Khowai/P(2)/2019/1123

Date: 18.07.2023

To,

M/s KLD Creation Infrastructure Pvt. Limited,
F-134, Flat no A-9, Shiv Apartment,
Jawahar Park, Devli Road,
Khanpur, New Delhi-110062

Email: kld.pvtltd@gmail.com / kldcreationinfrastructure@gmail.com

[Kind Attention: Sh. Awadhesh Kumar Roy, Authorised Signatory; Sh Karunesh Dwivedi, Director]

Subject: Rehabilitation and up-gradation of road from design Km 19.300 to Km 31.300 (Total length =12.000 Km) of Agartala-Khowai section on NH-108B to two lanes with paved shoulders in the State of Tripura on EPC mode (Package-II)- **Termination under Article 23.1 (ii) of the Contract Agreement.**

Ref:

- i. AE letter no. AE3020-LEC-0587 dated 22.10.2021.
- ii. AE letter no. AE3020-LEC-0064-Cure notice for slow progress dated 29.11.2021.
- iii. AE letter no. AE3020-LEC-0909 dated: 09.03.2022.
- iv. AE letter no. AE3020-LEC-0933-Potholes (Reminder-2) dated 19.03.2022.
- v. AE letter no. AE3020-LEC-1002-Potholes (Reminder-3) dated 11.04.2022.
- vi. AE letter no. AE3020-LEC-1059-Potholes (Reminder-4) dated 27.04.2022.
- vii. AE letter no. AE3020-LEC-1072-Potholes (Reminder-5) dated 02.05.2022.
- viii. AE letter no. AE3020-LEC-1059-Potholes (Final Reminder) dated 10.05.2022.
- ix. AE letter no. AE3020-LEC-1321-Existing Road Maintenance dated 30.07.2022.
- x. AE letter no. AE3020-LEC-1327- Existing Road Maintenance dated 01.08.2022.
- xi. AE letter no. AE3020-LEC-1429- Existing Road Maintenance dated 20.09.2022.
- xii. AE letter no. AE3020-LEC-1465- Existing Road Maintenance dated 10.10.2022.
- xiii. AE letter no. AE3020-LEC-1541- Existing Road Maintenance dated 16.11.2022.
- xiv. AE letter no. AE3020-LEC-1673- Existing Road Maintenance dated 31.01.2023.
- xv. AE letter no. AE3020-LEC-1718- Existing Road Maintenance dated 14.02.2023.
- xvi. Intention to Termination notice issued by RO-Agartala vide letter no. NHIDCL/RO-Agt/W/T/Agt-Khowai (Pkg-II) (NH-108B)/315/1681 dated: 24.02.2022.
- xvii. EPC Contractor letter dated 14.02.2023

- xviii. PMU-Khowai letter no. NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/1937-39 dated 01.03.2023.
- xix. EPC Contractor letter dated 09.03.2022.
- xx. PMU-Khowai letter no. NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/11-13 dated: 03.04.2023.

Sir,

WHEREAS, LOA for the work of “Rehabilitation and up-gradation of road from design Km 19.300 to Km 31.300 (Total length =12.000 Km) of Agartala-Khowai section on NH-108B to two lanes with paved shoulders in the State of Tripura on EPC mode (Package-II)” was issued to M/s KLD Creation Infrastructure Pvt. Limited (referred as “EPC Contractor” hereinafter) on 08.02.2021 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 24.05.2021 for contract price of Rs. 67,00,55,000/- between Authority and Contractor.
3. **WHEREAS**, the Appointed Date for the project was fixed as 08.06.2021 and the EPC Contractor was obliged to complete the project within 18 months from the appointed date i.e, on or before 06.12.2022, keeping in view the fact that time is the essence for the contract.
4. **WHEREAS**, in accordance with Clause 8.2(i) of Contract Agreement, the ‘Handover Memorandum’ was signed on 04.06.2021 between NHIDCL and M/s KLD Creation Infrastructure Pvt. Limited and 100% ROW was made available along the project Highway on Appointed Date. This clearly shows that 100% hindrance free RoW was available to the EPC Contractor on Appointed Date.
5. **WHEREAS**, the original date of Milestone-I, Milestone-II, Milestone-III and Milestone-IV were fixed on 15.12.2021,01.05.2022,15.09.2022 and 06.12.2022 respectively according to Schedule-J of contract Agreement.
6. **WHEREAS**, the Milestone were revised and achievement of Milestone w.r.t. Extension of Time granted are as follows:

Milestone	Financial progress	Appointed date	Falling date	Milestone as per approved EOT	Achievement date
Milestone-I	10%	08.06.2021	15.12.2021	26.03.2022	Failed
Milestone-II	35%		01.05.2022	10.08.2022	Failed
Milestone-III	70%		15.09.2022	25.12.2022	Failed
Milestone-IV	100%		06.12.2022	31.07.2023 (101 days upto 17.03.2023 without LD & balance 136 days upto 31.07.2023 with LD)	Not yet achievement

7. **WHEREAS**, as per Article 4.1 (i) of the Contract Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction and maintenance of the Project Highway and observe, fulfill, comply with and perform its obligations set out under the Contract Agreement and moreover follow the Contract Agreement and the obligations thereon with full adherence, diligence and sincerity;
8. **WHEREAS**, the "Scope of the project" has already been defined in the Contract Agreement under Article 2 of Contract Agreement and the Contractor has already acknowledge the same as per article 6 of the Contract Agreement.
9. **WHEREAS**, the contractor is giving untenable reasons for delay in commencement of work as they have no valid reasons for the delay except for the indifferent approach to the work. Whereas, neither the contractor has mobilized any manpower at site nor steps taken regarding the same, thereby causing delay in execution/completion of the project.
10. **WHEREAS**, the project highway is very important and needs to be maintained traffic worthy at all the times, as per clause 10.4 of contract agreement by EPC contractor, as it connects to NH-108B from Agartala to Khowai and as written communication vide letters under ref. {(i) to (xv)}, it was notified that the Project Road is not being maintained causing inconvenience to road users and causing adverse criticism to NHIDCL. Also, it has been observed that no proper attention has been given for maintenance of existing road in spite of the fact that various complaints were received against maintenance work & safety of the existing road by District Administration.
11. **WHEREAS**, due to poor maintenance of existing road, many vehicles break down and cause loss to public property, leading to loss of reputation to NHIDCL in the region. The existing lane(s) of the project highway are getting worse due to unattended site/non-execution of the civil works by the EPC contractor. Whereas, the EPC Contractor had completely stopped the maintenance work at site from first week of Feb-2023.
12. **WHEREAS**, EPC contractor has also been found to be at default in fulfilling their obligations as detailed below in subsequent paras of this notice.
13. **WHEREAS**, the EPC contractor was to arrange Applicable permits for WMM plant, HM plant, RMC Plant within 20 days of Appointed date in accordance to Contract Clause No.10.1 (i) (c) & Schedule - F, but the same are yet to be arranged by the Contractor.
14. **WHEREAS**, the contractor was to submit work programme within 30 days of the Appointed date i.e. within 30 days of 08.06.2021, but an incomplete & unrealistic work programme was submitted on 08.06.2021. The same was returned with some observations for modifications. The compliance to the observations raised by Authority Engineer and revised work programme are yet to be submitted.
15. **WHEREAS**, the contractor was to submit the computation of scope of various items of the work specified in Schedule - H in accordance to contract clause no. 10.1(iv) but the same have not been provided by the contractor till date.
16. **WHEREAS**, the contractor was to submit the Design and Drawings of the project Highway in accordance to contract clause no. 10.2 (i) & 10.2 (iv), but the drawings of Superstructure of Minor Bridge (MNB) are yet to be provided by EPC Contractor.
17. **WHEREAS**, contractor was to procure of all documents, Apparatus, water, Electricity, Labour, Materials and qualified personnel necessary for project



execution, examination and testing the project assets and workman ship in accordance, to the contract clause no. 11.2(iii) but the same is yet to be complied.

18. **WHEREAS**, as per contract clause no. 11.7, the EPC contractor was to submit the Monthly Progress Reports, but the contract has failed to submit any progress Report.
19. **WHEREAS**, the contract was to deploy manpower for completion of the project within specified time in accordance to contract clause no. 11.8, but the EPC contractor has de-engaged the staff and removed all labour since 02.02.2023.
20. **WHEREAS**, the EPC contractor was to submit Evidence of Insurance Cover in accordance to Article 20.3.(i) & Schedule - P of the contract agreement within 10 days of Appointed date but the same was provided by the contractor on 08.06.2021. Beside this the insurance policy i.e. "Contractor All Risk Policy" has been expired on 28.04.2023 and updated insurance policy is yet to be provided.
21. **WHEREAS**, regular review meetings are held at various levels and in all such meetings, EPC Contractor had committed to achieve 10% physical progress in December 2022 which was not achieved by the EPC contractor due to mobilization of sufficient manpower, machinery at site.
22. **WHEREAS**, the EPC contractor has completely demobilized all staffs at site and stopped the work at site from first week of Feb 2023 to till date. In this regard, NHIDCL vide letter at ref (xx) directed EPC contractor to fully mobilize all resources and start the work. However, the EPC contractor has not taken any step to start the work.
23. **WHEREAS**, the issue of slow progress of work has been discussed in several meetings. Despite close monitoring of the physical progress of work by PMU/AE, there is no endearment of contractor to the work, resulting in merely 0.4% progress of the work during the last four months. The month wise progress of the work since appointed date till date is tabulated below:

S.N.	Month	Progress in Particular month	Physical Progress	Financial Progress
1	June-2021			
2	July-2021	0.09%	0.09%	0.00%
3	Aug-2021	0.03%	0.12%	0.00%
4	Sept-2021	0.10%	0.22%	0.00%
5	Oct-2021	0.28%	0.50%	0.00%
6	Nov-2021	0.46%	0.96%	0.00%
7	Dec-2021	0.46%	1.42%	0.00%
8	Jan-2022	0.46%	1.88%	0.00%
9	Feb-2022	1.13%	3.01%	0.00%
10	March- 2022	0.99%	4.00%	1.80 %
11	April -2022	0.93%	4.93%	1.80 %
12	May- 2022	0.37%	5.30%	2.44 %
13	June- 2022	0.00%	5.30%	2.44 %
14	July -2022	0.00%	5.30%	2.44 %
15	Aug-2022	0.24%	5.54%	2.44 %
16	Sep-2022	0.21%	5.75%	2.44 %
17	Oct-2022	0.05%	5.80%	2.44 %
18	Nov-2022	0.25%	6.05%	2.44 %

19	Dec -2022	1.25%	7.30%	3.94%
20	Jan- 2023	0.80%	8.10%	3.94%
21	Feb- 2023	0.00%	8.10%	5.90%
22	Mar- 2023	0.00%	8.10%	5.90%
22	April- 2023	0.00%	8.10%	5.90%
23	May-2023	0.40%	8.50%	5.90%

24. **WHEREAS**, in the recent review meeting held on 02.03.2023 under the chairmanship of MD, NHIDCL, EPC Contractor had committed to achieve 02 (two) Km DBM length in March 2023, but contractor has not started the work of DBM and also WMM work is not executed till date against the respective target. This shows contractor has failed miserably to achieve the target decided in the meeting.

25. **WHEREAS**, EPC Contractor vide letter at ref.(xvii) submitted month -wise completion schedule to complete the project in July 2023 and requested for consideration of his request. The same has been committed to MD, NHIDCL. However, consideration time is elapsed and Contractor has achieved negligible progress during the said period. The **month wise progress achieved by the Contract against schedule** submitted by the EPC Contractor is as given under:

Sl No	Month	Target submitted by Contractor	Remarks
1	Up to date	12%	8 %
2	February-2023	8%	NIL
3	March-2023	20%	NIL
4	April-2023	20%	NIL
5	May-2023	15%	0.4%
6	June-2023	15%	-
7	July-2023	10%	-
Total		100%	8.4%

26. **WHEREAS**, total physical progress achieved by EPC contractor till date is only 8.10% although 100% ROW was handed over to the EPC contractor on Appointed Date of the project.

27. **WHEREAS**, the contractor has showed very careless attitude, causal approach and no intention to execute the works at site.

28. **WHEREAS**, NHIDCL vide letter at ref. (xviii) issued "SHOW CAUSE NOTICE" to declare the EPC contractor as "non-Performer" as per MoRTH circular dated 06 Oct 2021 and asked them for curing the defects mentioned in show cause notice within 15 (days) of time period from the date of issuance of the notice. However, the EPC contractor did not submit their reply to the "SHOW CAUSE NOTICE" hence the contractor defaults the Contract Agreement in terms of Article 23.1.(g).

29. **WHEREAS**, NHIDCL vide letter at ref. (ii) issued a CURE PERIOD Notice to the EPC contractor in pursuance of clause 23.1. (i) of article 23 of the Contract Agreement to cure the defaults mentioned within cure period of 60 (sixty) days from date of issuance of the notice but no positive action in this regard has been taken by the EPC contractor.

30. **WHEREAS**, it has become evidently clear that the contractor has failed to comply with the conditions set forth in the Contract Agreement and the directions given by

the Authority regularly and only resorted to false assurances as the civil works are not progressing at site even after the start of working season, in spite of the fact which the contractor is very well aware of that North Eastern region is having limited working seasons.

31. **WHEREAS**, the contractor does not seem to be in a position to execute the contract within the provision of the Contract Agreement and continue to be in default of the obligations as brought out in the various letters mentioned above, leading to major material adverse effect on the contract.
32. **WHEREAS**, the unprofessional and non-serious attitude of the EPC contractor towards the subject project cannot be tolerated.
33. **WHEREAS**, Contractor's 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 delaying, is crucial and has strategic importance.
 - ii. The Authority is losing goodwill in the eyes of the people of Tripura.
 - iii. The Authority is losing reputation and credibility in the eyes of its stakeholder.
34. **WHEREAS**, the contractor has breached the provisions of Contract Agreement, inter-alia with the following defaults in terms of the clause 23.1.1 of Contract Agreement:
 - a. The Contractor has failed to achieve project milestones & scheduled completion and continues to do so, thus in the default of the contract as per clause 23.1.i (c) and 23.1.i(f) of the EPC contract agreement.
 - b. The Contractor has failed to mobilize required machinery & manpower as per provision of the EPC contract, failed to proceed with work as per Clause 10.1 of contract agreement without reflecting the same in work programme, also failed to maintain the existing road in traffic worthy condition, thus in the default of the contract as per clause 23.1.i(e) of the EPC contract agreement.
 - c. The Contractor has shown total lack of ability to execute the projects by abandon the construction and maintenance of the Project Highway without the prior written consent of the Authority, thus in the default of the contract as per clause 23.1.i(d) of the EPC contract agreement.
 - d. The contract has failed to abide by the provisions of the EPC contract and has failed to fulfil obligations of the Contractor specified in contract agreement, thus in the default of the contract as per clause 23.1.i (p) of the EPC contract agreement.
 - e. The contractor has not shown any sign of improvement in his performance in spite of numbers letters/notices as well as review meetings with the Authority.
 - f. The contractor has not followed the Good Industry Practice which is inherent in the Contract Agreement refer clause 4.1.(iii) of the EPC contract agreement.
35. **WHEREAS**, the Authority extended all possible support & effects to expedite the progress of project but the contractor has shown no intention to execute the project as per Contract Agreement for the reasons solely attributable to the EPC Contractor;



36. **WHEREAS**, after the lapse 60 days CURE PERIOD, notice for intention to termination of the contract as per 23.1 (ii) of the Contract Agreement was issued to the EPC contractor on 24.02.2022 vide letter ref. (xvi) due to poor progress of work, poor mobilization of men, materials, machinery & non-achievement of milestones.
37. **Whereas**, the EPC contractor vide letter cited at ref. (xix) submitted their reply to the Intention to Termination Notice, which ignored the issues raised by NHIDCL and have committed to achieve 20% physical progress up to 30 April 2022 whereas the EPC contractor had achieved only 1% progress in 02 months. The blatant ignorance of the EPC contractor on the defaults mentioned in the Intention to Termination Notice and failure of contractor to fully mobilize & expedite work progress at site despite support from NHIDCL and Authority's Engineer, once again shows that the EPC contractor has no intention to execute the project work.
38. **WHEREAS**, NHIDCL wanted to extend all possible support & efforts to the EPC contractor in the interest of the project work, hence NHIDCL had granted several opportunities to the EPC contractor to achieve the progress of work as per the Contract Agreement.
39. **WHEREAS**, Extension of Time was also granted to the contractor for completing the project till 31.07.2023, but contractor showed no interest in completion of the project and could achieve merely 5.90% progress till date.
40. **WHEREAS**, as on date, the EPC contractor has even failed to achieve milestone-I even after granting extension of time.
41. **Whereas**, after passing of about more than 23 months since the date of commencement of work, the EPC contractor could achieve only 8.50% physical progress and 5.90% financial progress as on date. Now, the present pace of progress seems that it is not possible by the contractor, to complete the project even after granting extension of time. Clearly, in the absence of satisfactory performance of the EPC Contractor and lack of proper construction planning, deployment of machinery & manpower and reluctant behaviour of EPC Contractor, all the Project Milestones are not achieved even within the extended dates.
42. **WHEREAS**, in the light of aforesaid facts and circumstances, non-exhaustive fundamental breach, in view of the contractor's persistent & sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the project, the Authority has now after giving sufficient time to cure the defaults and extending all possible support to the contractor and after observing no improvement in the non-professional attitude of the contractor, the Authority has left with no other option but to terminate the contract with M/s KLD Creation Infrastructure Private Limited forthwith in accordance with clause 23.1 of the contract agreement with immediate effect. The contract is hereby terminated with immediate effect.
43. Upon termination of this Agreement in accordance with the terms of Article 23, the provisions of Article 23 shall henceforth apply.
44. Upon termination of this agreement, the contractor as per clause 23.4 of the contract agreement, shall comply with and remove the resources mobilized at site
45. 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.



46. The Contractor shall vacate the site within 15 days and handover all related documents and records to the Authority in accordance to clause 23.4 of the contract agreement.
47. 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 and equipment, which do not vest in the Authority as per the Contract Agreement with the prior permission of the Authority.
48. In conjunction with this contract termination, M/s KLD Creation Infrastructure Private limited shall not perform further services other than those reasonably, necessary to close out this contract.
49. This Termination order is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and/or applicable law.
50. This issues with the approval of the Competent Authority.

Enclosure: As Stated


(Trivendra Kumar)
Executive Director (Tech)

Copy to:

1. PS to MD, NHIDCL
2. PS to Director(A&F)/Director (T), NHIDCL
3. ED(T/P)s, NHIDCL
4. GM(IT), NHIDCL HQ (to put the notice on the website)



AE3020-LEC-0587-Potholes

Date: 22-10-2021

To
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gratation of Road from design km 19.300 to 31.300 (Package -II) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Potholes observed at site" - Reg.

Dear Sir,

It has been observed during site visit on 20.10.2021 nos. of potholes developed in your stretch from
19.300+31.300.

It has also been observed that EPC contractor is not maintaining the existing road on regular basis
mainly during monsoon in accordance with contract. If the existing road is not repaired within 4 days
time, Authority will get it repaired with other Agency **on EPC Contractor risk and cost**. Hence you
are hereby advised again to attend the potholes immediately as per clause no. 10 maintenance during
construction period to maintain the highway traffic worthy and safe for road users.

Further you are directed to submit compliance report at the earliest.

Thanking You

(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt.Ltd.



Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com





AE3020-LEC-0664-Cure Notice for Slow Progress

Date: 29-11-2021

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Cure Notice under Clause 23.1 of Contract Agreement"- Reg.

Reference-

1. AE3020-LEC-0470-Slow Progress dated 31.08.2021.
2. AE3020-LEC-0596-Slow Progress (Reminder - 2) dated 25.10.2021.
3. AE3020-LEC-0654-Slow Progress (Reminder - 3) dated 24.11.2021.

Dear Sir,

The NHIDCL had entered into a Contract Agreement dated 24.05.2021 with M/s KLD Creation Infrastructure Pvt. Ltd. (Contractor) for construction of Rehabilitation and up Gradation of Road from design km19.300 to km 31.300 (Package II) Of Agartala – Khowai Section on NH 108 B to two lanes with paved shoulder on EPC mode, of total cost Rs. 67.00 crore.

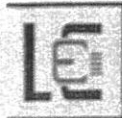
The Contract Agreement for the project was signed between the Authority and the Contractor on 24.05.2021 with construction period of 547 days from the Appointed Date. The Appointed date of the project was notified as 08.06.2021 and accordingly schedule completion date works out as 17.12.2022. The contract Agreement was executed inter alia, relying on the various representation and warranties made by the Contractor for the execution of the project.

1. Whereas as the scope of the project describes the objective of Contract Agreement and part (a) and (b) shall mean and include the construction and maintenance of project highway in accordance with provision of Contract Agreement and schedule in conformity with standard and specification.

2. Whereas, you were fully aware of the fact that time was the essence of the Contract and the schedule completion of Milestone - I is 16.12.2021. Now it is crystal clear that the Project Milestone – I cannot be achieved as per provision of Contract Agreement given in Schedule – J. Till date the Physical Progress is 0.74 %, Financial Progress is Zero. The progress of work has been very slow. This is observed that the month wise progress starting from August – November is as under :

- I) August – 2021 – 0.12 %
- II) September – 2021 – 0.22 %
- III) October – 2021 – 0.50 %
- IV) November – 2021 – 0.74 %





As per Schedule – J , the Milestone dates are tabulated below :-

Appointed Date	Milestone – I (10 %)	Milestone – II (35 %)	Milestone – III (70 %)	Completion Date 100%
08.06.2021	16.12.2021	12.05.2022	16.09.2022	17.12.2022

3. Whereas, the issue of non-achievement of project Milestone – I and monthly target of completion activities will not be achieved by the contractor and progress of work had been slow due to improper planning, insufficient machinery, material and resources. The Milestone – I falls on 16.12.2021 as per Schedule – J of Contract Agreement. Further, non-achievement of project milestone as per Schedule – J, the contractor is liable to pay damages to the Authority in accordance with provisions of clause 10.3.2 of the Contract Agreement.

4. Whereas the issue of Non-achievement & progress as per work program has been discussed in Project Review meeting chaired by MD, NHIDCL on monthly basis and it has been seen that the contract have been found failing consistently to meet monthly targets as set forth for Project completion.

5. Whereas clause 10.1.3 (Part II) of Contract Agreement stipulates that the contractor shall submit work program using network technique. This when read in continuation with Clause 11.14 of Contract Agreement which stipulates that in the event that the Contractor fails to achieve any of Project Milestone, the Contractor shall submit in detail about the steps it proposed to expedite the progress and achieve Project Milestone and completion as schedule. Considering the present progress of work the existing program is inconsistent and contractor should have submitted revised work program.

6. Whereas this issue had also been discussed in review meeting dated 22.10.2021 chaired by MD, NHIDCL.

7. Several letters, reminders were issued to you regarding slow progress. But no efforts were seen at site to achieve the backlog.

8. As per GM (P) letters 100% land is handed over to contractor on 04.06.2021

9. Whereas no revised construction program was submitted by you in accordance with Contract Agreement.

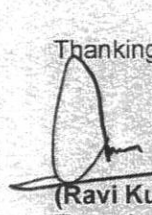
10. Where as per NHIDCL circular No - NHIDCL/HR/Misc-Correspondence/2020/E-184648/2565 dated 15.12.2020 and office order 227/2020, the Authority at its discretion may include the contractor in Negative list for slow progress and non-achievement of Milestone.

11. You are instructed to achieve minimum 10% financial progress within 30 days from the issuing of Cure Notice or else action will be taken as per Contract Agreement.



Whereas the authority has extended all possible help to facilitate the contractor, but considering present circumstances, Authority Engineer has no other option left but to issue "Cure Notice" and instruct EPC Contractor to immediately take necessary measures to rectify defaults and meet obligation as detailed in Contract Agreement in a time bound manner within 30 days from date of issue of this letter.

This Cure Notice is issued with the permission of Competent Authority.

Thanking You

(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

- 1) The Executive Director (P)- Regional Office, 3rd floor, UD Bhawan, near Ravindra Bhawan, Shakuntala Road, Agartala, Tripura -799001.
Email- edp-agartala@nhidcl.com
- 2) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com



AE3020-LEC-0909- Maintenance of existing NH in view of the onset monsoon season

Date: 09-03-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance of existing NH in view of the onset monsoon season 2022"- Regarding

Ref :- I) NHIDCL/PMU-Tel/AE (K-A, A-K)/33(1)/20-21/1203-08 dated- 08.03.2022.
II) NHIDCL/RO-Agt./W/T/GC/387-Part(2)/1702 dated 07.03.2022.

Dear Sir,

With reference to the subject matter cited above, please find Employer letter dated 08.03.2022 and 07.03.2022. The content of the letter is self-explanatory.

You are advised to take all precautionary measures to ensure smooth movement of traffic on National Highway (NH) to avoid any public inconvenience / criticism during monsoon season, in accordance with Article 10.4 (i) under provision of Contract Agreement.



(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt. Ltd.

Copy to :-

- 1) The General Manager (P), Project Management Unit (PMU)- Khowai (Tripura).
Email- gmtripura@nhidcl.com

Enclosure :- As stated above.





LION ENGINEERING CONSULTANTS PRIVATE LIMITED

"Contributing in Building the Infrastructure of the Nation"

ISO 9001:2015 & 27001:2013 CERTIFIED COMPANY

M/s Lion Engineering Consultants Pvt. Ltd.

C/o Mr. Milan Ch. Das, 1st Floor,

Near Tripura Gramin Bank,

P.O – Reshambagan,

Agartala, Tripura (W) - 799008

E-mail-lecagartala-khowai@liongroup.in

AE3020-LEC-0933-Potholes (REMINDER – 2)

Date: 19-03-2021

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Potholes observed at site (REMINDER – 2)"- Reg.

Ref :- I) AE3020-LEC-0821-Potholes (REMINDER – 1) dated 03.02.2022
II) AE3020-LEC-0587-Potholes dated 22.10.2021.

Dear Sir,

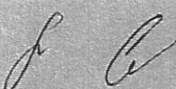
This is observed that nos. of potholes/patches developed in your stretch from km 24.500 to 31.300.

It has also been observed that EPC contractor is not maintained the existing road during last monsoon in accordance with contract after several reminder from AE under reference above and as a result existing road conditions is safe for Road users.

So, you are giving final reminder to repair within 7 days' time or else Authority will get it repaired with other Agency on EPC Contractor risk and cost. Hence you are hereby advised again to attend the potholes immediately as per clause no. 10.4 (maintenance during construction period) to maintain the highway traffic worthy and safe for road users.

Further you are directed to submit compliance report at the earliest.

Thanking You,


(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt.Ltd.



Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com



AE3020-LEC-1002-Potholes (REMINDER – 3)

Date: 11-04-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Potholes observed at site (REMINDER – 3)"- Reg.

Ref :- I) AE3020-LEC-0933-Potholes (REMINDER – 2) dated 19-03-2022

II) AE3020-LEC-0821-Potholes (REMINDER – 1) dated 03.02.2022

III) AE3020-LEC-0587-Potholes dated 22.10.2021.

Dear Sir,

This is observed that nos. of potholes/patches developed in your stretch from km 24.500 to 31.300.

It has also been observed that EPC contractor is not maintained the existing road during last monsoon in accordance with contract after several reminder from AE under reference above and as a result existing road conditions is not safe for Road users.

After several reminder, you are not maintaining potholes in existing road permanently using bituminous material. So, this is the final reminder to repair within 7 days' time or else Authority will get it repaired with other Agency on EPC Contractor risk and cost. Hence you are hereby advised again to attend the potholes immediately as per clause no. 10.4 (maintenance during construction period) to maintain the highway traffic worthy and safe for road users.

Further you are directed to submit compliance report at the earliest.

Thanking You,



(Ravi Kumar Sinha)

Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com





AE3020-LEC-1059-Potholes (REMINDER - 4)

Date: 27-04-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala - Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Potholes observed at site (REMINDER - 4)"- Reg.

Ref :- I) AE3020-LEC-1002-Potholes (REMINDER - 3) dated 11-04-2022.

II) AE3020-LEC-0933-Potholes (REMINDER - 2) dated 19-03-2022.

III) AE3020-LEC-0821-Potholes (REMINDER - 1) dated 03-02-2022.

IV) AE3020-LEC-0587-Potholes dated 22-10-2021.

Dear Sir,

This is observed that nos. of potholes/patches developed in different stretches enclosed in Annexure - A.

It has also been observed that EPC contractor has not maintained the existing road during last monsoon in accordance with Clause 10.4 under provision of Contract Agreement after several reminder from AE under reference above and as a result existing road conditions is not safe for Road users.

After several reminder, you are not maintaining potholes in existing road using bituminous material. So, you are again advised to repair within 2 days' time or else Authority will get it repaired with other Agency on EPC Contractor risk and cost. Hence you are hereby advised again to rectify the potholes immediately as per clause no. 10.4 (maintenance during construction period) to maintain the highway traffic worthy and safe for road users.

Further you are directed to submit compliance report at the earliest.

Thanking You

AGARTALA

(Ravi Kumar Sinha)

Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com

Enclosure :- Annexure - A.



Annexure - A
Pot holes details on existing road as on 26.04.2022

PKG-II

Sl No.	Location / Chainage	No.	Length	Breath/ Width	Unit	Area	Remarks
1	Hezamara Market	1	0.5	0.5	Sqm	0.250	
2		1	6.5	2	Sqm	13.000	
3		1	5	3	Sqm	15.000	
4		1	2	2	Sqm	4.000	
5	24+000	1	0.5	0.3	Sqm	0.150	
6	24+600	1	0.3	0.2	Sqm	0.060	
7	24+800	2	0.4	0.3	Sqm	0.240	
8	24+850	1	0.5	1	Sqm	0.500	
9		1	0.5	0.4	Sqm	0.200	
10	25+460	1	1	1	Sqm	1.000	
11	25+540	1	0.5	0.5	Sqm	0.250	
12	26+040	1	36	3.5	Sqm	126.000	
13	26+200	1	2	1	Sqm	2.000	
14		2	0.5	0.5	Sqm	0.500	
15	26+400	1	1.5	0.5	Sqm	0.750	
16		1	0.5	0.5	Sqm	0.250	
17	26+500	1	8	2	Sqm	16.000	
18	26+750	2	0.5	0.5	Sqm	0.500	
19	26+900	1	0.5	0.5	Sqm	0.250	
20	27+090	1	1	0.6	Sqm	0.600	
21		1	0.5	0.5	Sqm	0.250	
22		1	1	0.5	Sqm	0.500	
23	27+600	1	7	1	Sqm	7.000	
24	27+800	1	3.5	2	Sqm	7.000	LHS
25		1	1	3.5	Sqm	3.500	RHS
26		1	1	1	Sqm	1.000	
27	27+900	1	2	1	Sqm	2.000	
28	28+000	2	1	0.5	Sqm	1.000	
29		1	1	1	Sqm	1.000	
30	28+200	1	1	1	Sqm	1.000	
31		1	0.5	0.5	Sqm	0.250	
32		1	4	1	Sqm	4.000	
33		2	3	3	Sqm	18.000	
34		1	2	1	Sqm	2.000	
35	29+960	1	25	5	Sqm	125.000	
36		1	4	2	Sqm	8.000	
37		1	2	2	Sqm	4.000	
38	30+050	1	4	2.5	Sqm	10.000	
39	30+100	2	3	1	Sqm	6.000	
40		1	10	1.5	Sqm	15.000	
41		1	5	2	Sqm	10.000	
42		1	1	1	Sqm	1.000	
43		1	0.5	0.5	Sqm	0.250	
44	30+300	1	7	2.5	Sqm	17.500	
45		1	15	1.5	Sqm	22.500	
46	30+310	1	3	2	Sqm	6.000	
47	30+320	1	3	1	Sqm	3.000	
48	30+340	1	17	2	Sqm	34.000	
49	30+600	1	14	3	Sqm	42.000	
50		1	9	1	Sqm	9.000	
51		1	2	2	Sqm	4.000	
52	30+630	1	40	7	Sqm	280.000	
53		1	25	5	Sqm	125.000	
54	30+650	1	3	3.5	Sqm	10.500	
55	30+900	1	70	7	Sqm	490.000	
56		1	20	5.5	Sqm	110.000	



AE3020-LEC-1072-Potholes (REMINDER – 5)

Date: 02-05-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Potholes observed at site (REMINDER – 5)"- Reg.

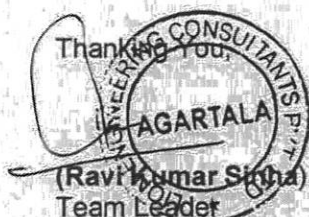
Ref :- I) AE3020-LEC-1059-Potholes (REMINDER – 4) dated 27-04-2022.
II) AE3020-LEC-1002-Potholes (REMINDER – 3) dated 11-04-2022.
III) AE3020-LEC-0933-Potholes (REMINDER – 2) dated 19-03-2022.
IV) AE3020-LEC-0821-Potholes (REMINDER – 1) dated 03-02-2022.
V) AE3020-LEC-0587-Potholes dated 22-10-2021.

Dear Sir,

This is observed that nos. of potholes/patches developed in different stretches enclosed in Annexure – A.

After several reminders, you are not maintaining potholes in existing road using bituminous material within the time period. So you are hereby advised again to rectify the potholes immediately as per clause no. 10.4 (maintenance during construction period) to maintain the highway traffic worthy and safe for road users.

Further you are directed to submit compliance report at the earliest.

Thanking You,

(Ravi Kumar Singh)
Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com



AE3020-LEC-1321- Existing Road maintenance/ potholes rectification

Date: 30-07-2022

To,

The Authorised Signatory,

M/s KLD Creation Infrastructure Pvt. Ltd.,

Jawahar Park, Devil Road,

Khanpur, New Delhi - 110062

Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Existing road maintenance/ potholes rectification"- Reg.

Ref :- I) AE3020-LEC-1100-Potholes (FINAL REMINDER) dated - 10-05-2022.

II) AE3020-LEC-1072-Potholes (REMINDER – 5) dated 02-05-2022.

III) AE3020-LEC-1059-Potholes (REMINDER – 4) dated 27-04-2022.

IV) AE3020-LEC-1002-Potholes (REMINDER – 3) dated 11-04-2022.

V) AE3020-LEC-0933-Potholes (REMINDER – 2) dated 19-03-2022.

VI) AE3020-LEC-0821-Potholes (REMINDER – 1) dated 03-02-2022.

VII) AE3020-LEC-0587-Potholes dated 22-10-2021.

Dear Sir,

With reference to subject matter cited above this is observed that nos. of new potholes / patches developed during monsoon and EPC contractor has not taken any initiative to rectify the potholes with bituminous mix and not maintaining the existing road safe for road users.

As on date the existing road is in very bad situation and not unsafe for road users. The details with locations attached here with.

Therefore you are directed to rectify all the potholes/patches in existing road by using bituminous mix in days' time as per article 10.4(i) otherwise Authority will take action and get these maintenance/rectification work by engaging 3rd party to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.

You are also directed to submit compliance report to this office with supporting necessary photographs.

This is for your information and immediate action.

Treat this very Urgent.

Thanking You,

AGARTALA

(Ravi Kumar Sinha)

Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).

Email- gmtripura@nhidcl.com



0755-



2879499

corporate@liongroup.in



info@liongroup.in

www.liongroup.in

CIN: 1174999MP2020PTC050788 GSTIN: 23AAFC11510R17G



Annexure - A

Pot holes details on existing road as on 29.07.2022

PKG-II

Sl No.	Location / Chainage	No.	Length	Breath/ Width	Unit	Area	Remarks
1	Hezamara Market	1	0.5	0.5	Sqm	0.250	
2		1	6.5	2	Sqm	13.000	
3		1	5	3	Sqm	15.000	
4		1	2	2	Sqm	4.000	
5	24+000	1	0.5	0.3	Sqm	0.150	
6	24+600	1	0.3	0.2	Sqm	0.060	
7	24+800	2	0.4	0.3	Sqm	0.240	
8	24+850	1	0.5	1	Sqm	0.500	
9		1	0.5	0.4	Sqm	0.200	
10	25+460	1	1	1	Sqm	1.000	
11	25+540	1	0.5	0.5	Sqm	0.250	
12	26+040	1	36	3.5	Sqm	126.000	
13	26+200	1	2	1	Sqm	2.000	
14		2	0.5	0.5	Sqm	0.500	
15	26+400	1	1.5	0.5	Sqm	0.750	
16		1	0.5	0.5	Sqm	0.250	
17	26+500	1	8	2	Sqm	16.000	
18	26+750	2	0.5	0.5	Sqm	0.500	
19	26+900	1	0.5	0.5	Sqm	0.250	
20	27+090	1	1	0.6	Sqm	0.600	
21		1	0.5	0.5	Sqm	0.250	
22		1	1	0.5	Sqm	0.500	
23	27+600	1	7	1	Sqm	7.000	
24	27+800	1	3.5	2	Sqm	7.000	LHS
25		1	1	3.5	Sqm	3.500	RHS
26		1	1	1	Sqm	1.000	
27	27+900	1	2	1	Sqm	2.000	
28	28+000	2	1	0.5	Sqm	1.000	
29		1	1	1	Sqm	1.000	
30	28+200	1	1	1	Sqm	1.000	
31		1	0.5	0.5	Sqm	0.250	
32		1	4	1	Sqm	4.000	
33		2	3	3	Sqm	18.000	
34		1	2	1	Sqm	2.000	
35	29+960	1	25	5	Sqm	125.000	
36		1	4	2	Sqm	8.000	
37		1	2	2	Sqm	4.000	
38	30+050	1	4	2.5	Sqm	10.000	
39	30+100	2	3	1	Sqm	6.000	
40		1	10	1.5	Sqm	15.000	
41		1	5	2	Sqm	10.000	
42		1	1	1	Sqm	1.000	
43		1	0.5	0.5	Sqm	0.250	
44	30+300	1	7	2.5	Sqm	17.500	
45		1	15	1.5	Sqm	22.500	
46	30+310	1	3	2	Sqm	6.000	
47	30+320	1	3	1	Sqm	3.000	
48	30+340	1	17	2	Sqm	34.000	
49	30+600	1	14	3	Sqm	42.000	
50		1	9	1	Sqm	9.000	
51		1	2	2	Sqm	4.000	
52	30+630	1	40	7	Sqm	280.000	
53		1	25	5	Sqm	125.000	
54	30+650	1	3	3.5	Sqm	10.500	
55	30+900	1	70	7	Sqm	490.000	
56		1	20	5.5	Sqm	110.000	



AE3020-LEC-1327-Existing Road maintenance/ potholes rectification (REVISED)

Date: 01-08-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala - Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Existing road maintenance/ potholes rectification"- Reg.

Ref :- I) AE3020-LEC-1100-Potholes (FINAL REMINDER) dated - 10-05-2022.
II) AE3020-LEC-1072-Potholes (REMINDER - 5) dated 02-05-2022.
III) AE3020-LEC-1059-Potholes (REMINDER - 4) dated 27-04-2022.
IV) AE3020-LEC-1002-Potholes (REMINDER - 3) dated 11-04-2022.
V) AE3020-LEC-0933-Potholes (REMINDER - 2) dated 19-03-2022.
VI) AE3020-LEC-0821-Potholes (REMINDER - 1) dated 03-02-2022.
VII) AE3020-LEC-0587-Potholes dated 22-10-2021.

Dear Sir,

With reference to subject matter cited above this is observed that nos. of new potholes / patches developed during monsoon and EPC contractor has not taken any initiative to rectify the potholes with bituminous mix and not maintaining the existing road safe for road users.

As on date the existing road is in very bad situation and not unsafe for road users. The details with locations attached here with.

Therefore you are directed to rectify all the potholes/patches in existing road by using bituminous mix in 3 days' time as per article 10.4(i) otherwise Authority will take action and get these maintenance/rectification work by engaging 3rd party to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.

You are also directed to submit compliance report to this office with supporting necessary photographs.

This is for your information and immediate action.

Treat this very Urgent.

Thanking You,

(Ravi Kumar Sinha)
Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com





LION ENGINEERING CONSULTANTS PRIVATE LIMITED

"Contributing in Building the Infrastructure of the Nation"

ISO 9001:2015 & 27001:2013 CERTIFIED COMPANY

M/s Lion Engineering Consultants Pvt. Ltd.

C/o Mr. Milan Ch. Das, 1st Floor,

Near Tripura Gramin Bank,

P.O. - Reshambagan,

Agartala, Tripura (W) - 799008

E-mail-lecagartala-khowai@liongroup.in

AE3020-LEC-1429-Maintenance of Existing Road and Safety

Date: 20-09-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

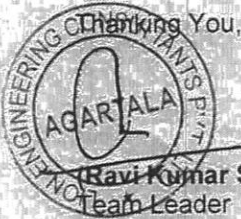
Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala - Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance of Existing Road and Safety"- Reg.

Ref :- NHIDCL/PMU-Tel/A-K (Pkg-II)/28(1)/2020-21/706-08 dated 20.09.2022.

Dear Sir,

With reference to subject matter cited above, you are advised to maintain the existing road in accordance with
Clause 10.4 of Contract Agreement, submit Action Taken Report within 4 days' time.

Treat this is most Urgent.



(Ravi Kumar Sinha)
Team Leader

Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

1)The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com

Corporate Office : "LION TOWER", Plot No. 97, Elegant Estate, Bairagarh Chichli, Kolar Road, Bhopal-462042 (M.P.),



0755- 2879499

corporate@liongroup.in,



info@liongroup.in

www.liongroup.in

CIN:U74999MP2020PTC050788 GSTIN: 23AAECL1510B1ZG





AE3020-LEC-1465

Date: 10-10-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance as well as safety of existing National Highway"- Reg.

Ref :- I) AE3020-LEC-1457-Maintenance of Road during Durga Puja Festival season dated: 29-09-2022
II) NHIDCL/BOAgt./Meeting/8(1)/2014-15/775-78 dated 28.09.2022.
III) AE3020-LEC-1449-Action taken report for Maintenance dated 28.09.2022.
IV) AE3020-LEC-1429-Maintenance of Existing Road and Safety dated: 20-09-2022
V) NHIDCL/PMU-Tel/A-K (Pkg-II)/28(1)/2020-21/706-08 dated 20.09.2022.
VI) AE3020-LEC-1327-Existing Road maintenance/ potholes rectification (REVISED) date: 01-08-2022
VII) AE3020-LEC-1100-Potholes (FINAL REMINDER) dated - 10-05-2022.
VIII) AE3020-LEC-1072-Potholes (REMINDER – 5) dated 02-05-2022.
IX) AE3020-LEC-1059-Potholes (REMINDER – 4) dated 27-04-2022.
X) AE3020-LEC-1002-Potholes (REMINDER – 3) dated 11-04-2022.
XI) AE3020-LEC-0933-Potholes (REMINDER – 2) dated 19-03-2022.
XII) AE3020-LEC-0821-Potholes (REMINDER – 1) dated 03-02-2022.
XIII) AE3020-LEC-0587-Potholes dated 22-10-2021.

Dear Sir,

With reference to subject matter cited above AE representative has visited the site on 10.10.2022 and it has been noticed that EPC Contractor has not taken up any maintenance work for the existing project highway after several reminder from Authority Engineer and Authority.

Many big pot holes have been developed along the existing road due to which road user facing safety hazard for travel along the existing road. Moreover, very grass and vegetation have also been developed along the existing highway due to which clear sight distance are not available along the existing highway causing high chance of accident. EPC contractor also not maintaining regular basis the existing road diversion and no safety arrangement being done causing high chance of accident.

In vie of the above as per contract clause 10.4.(i) the EPC contractor is directed to take up immediate action as per para 2 above within 4 days' time. Other wise maintenance will be carried out by engaging third party agency at the risk and cost of EPC contractor as per the provision of Contract Agreement.

Treat this very Urgent.

Thanking You,

(Ravi Kumar Sinha)

Team Leader

Lion Engineering Consultants Pvt. Ltd.

Encl :- Photographs

Copy for information: -

- 1) The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com



LION ENGINEERING CONSULTANTS PRIVATE LIMITED

"Contributing in Building the Infrastructure of the Nation"

ISO 9001:2015 & 27001:2013 CERTIFIED COMPANY

M/s Lion Engineering Consultants Pvt. Ltd.

C/o Mr. Milan Ch. Das, 1st Floor,

Near Tripura Gramin Bank,

P.O – Reshambagan,

Agartala, Tripura (W) - 799008

E-mail-lecagartala-khowai@liongroup.in

AE3020-LEC-1541-Maintenance of existing Road

Date: 16-11-2022

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance of existing Road" – Regarding.

Ref :- I) VC dated 15.11.2022, chaired by ED (P).

II) AE3020-LEC-1457-Maintenance of Road during Durga Puja Festival season dated 29.09.2022.

III) AE3020-LEC-1429-Maintenance of Existing Road and Safety dated 20.09.2022.

Dear Sir,

Reference is made to the VC dated 15/11/2022 chaired by ED(P). The ED(P) instructed all EPC Contractor to maintain the existing road and repair the pot holes if any with Bituminous mix in 3 days time in accordance with Clause 10.4 of Contract Agreement in view of coming Election in the state or otherwise the Authority shall get these maintenance work completed in the manner recommended by Authority's Engineer to avoid public inconvenience at the risk and cost of Contractor in order to keep the road in traffic worthy condition.

Thanking You,



(**Ravi Kumar Sinha**)
Team Leader

Lion Engineering Consultants Pvt. Ltd.

Copy to: -

- 1) The Executive Director (P)- Regional Office, 3rd Floor, UD Bhawan, Near Ravindra Bhawan, Shakuntala Road, Tripura-799001. Email- edp-agartala@nhidcl.com.
- 2) The General Manager (P), Project Management Unit (PMU)- Khowai (Tripura).
Email- gmtripura@nhidcl.com



AE3020-LEC-1673-Maintenance of existing Road (REMINDER)

Date: 31-01-2023

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala - Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance of existing Road" - Regarding. (REMINDER)

Ref :- I) AE3020-LEC-1541-Maintenance of existing Road dated 16.11.2022.
II) VC dated 15.11.2022, chaired by ED (P).
II) AE3020-LEC-1457-Maintenance of Road during Durga Puja Festival season dated 29.09.2022.
III) AE3020-LEC-1429-Maintenance of Existing Road and Safety dated 20.09.2022.

Dear Sir,

Reference is made to the VC dated 15/11/2022 chaired by ED(P). The ED(P) instructed all EPC Contractor to maintain the existing road and repair the pot holes if any with Bituminous mix in 3 days' time in accordance with Clause 10.4 of Contract Agreement in view of coming Election in the state or certain amount will be deducted from the SPS.

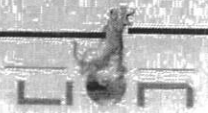
Treat this most urgent.



(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt. Ltd.

Copy to :-

- 1) The Executive Director (P)- Regional Office, 3rd Floor, UD Bhawan, Near Ravindra Bhawan, Shakuntala Road, Tripura-799001. Email- edp-agartala@nhidcl.com.
- 2) The General Manager (P), Project Management Unit (PMU)- Khowai (Tripura).
Email- gmtripura@nhidcl.com





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M/s Lion Engineering Consultants Pvt. Ltd.
C/o Mr. Milan Ch. Das, 1st Floor,
Near Tripura Gramin Bank,
P.O – Reshambagan,
Agartala, Tripura (W) - 799008
E-mail-lecagartala-khowai@liongroup.in

AE3020-LEC-1718-Maintenance of Existing Road in Construction Period

Date: 14-02-2023

MOST URGENT

To,
The Authorised Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up
Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala – Khowai
Section on NH 108 B to lanes with paved shoulder on EPC mode-
"Maintenance of Existing Road in Construction Period"- Reg.

Ref :- NHIDCL/PMU-Tel/AE (K-A, A-K)/33(1)/20-21/1805-07 dated 13.02.2023.

Dear Sir,

With reference to subject matter cited above, please find enclosed the letter of GM(P) Khowai regarding Maintenance of existing road during Construction Period in accordance with Clause 10.4 of Contract Agreement.

Several letters and Reminder letters were written to you but no action taken by you on ground. Therefore you are again advised to maintain the existing road during Construction period within 2 (days) of receiving the letter or action will be taken as per Clause 10.4 (ii) of Contract Agreement.

This is for your information and necessary action.

Thanking You,



(Ravi Kumar Sinha)
Team Leader
Lion Engineering Consultants Pvt.Ltd.

Copy for information: -

1)The General Manager (P), Project Management Unit (PMU)-Khowai (Tripura).
Email- gmtripura@nhidcl.com

Enclosure :- As stated above.



क्षेत्रीय कार्यालय - अगरतला
राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

Regional Office - Agartala

National Highways & Infrastructure Development Corporation Limited
(Ministry of Road Transport & Highways, Govt. of India)



A PUBLIC SECTOR UNDERTAKING

NHIDCL/RO-Agt/W/T/Agt-Khowai (Pkg-II) (NH-108B)/315/1681

Date: 24.02.2022

To,

M/s KLD Creations Pvt. Ltd.
F-134, Flat no A-9, Shiv Apartment, Jawahar Park
Devli Road, Khanpur, New Delhi- 110062
E-Mail- kld.pvtltd@gmail.com
kldcreationinfrastructure@gmail.com

[Kind Attention: - Awadhesh Kumar Roy, authorised signatory]

Subject: Rehabilitation and up-gradation of road from Km 19.300 to Km 31.300 (Total length=12.000 Km) of Agartala-Khowai section on [Pkg-II] NH-108B to two lane with paved shoulder in the State of Tripura on EPC mode- "Intention to termination of this agreement for contractor's default under 23.1 (ii) of the Contract Agreement" - Reg.

Ref.: (i) PMU- Khowai Letter No- NHIDCL/PMU-Tel/A-K (Pkg-II)/25 (1)/2020-21/1153-54 dated 22.02.2022

(ii) AE Letter No- AE3020-LEC-0883-Termination Notice for contractor's defaults dated 22.02.2022

Sir,

Whereas, LOA for the work of "Rehabilitation and Upgradation of road from km 19.300 to km 31.300 (total length=12.000) of Agartala-Khowai section of Pkg-II of NH-108B to two lane with paved shoulder in the state of Tripura on EPC mode" (hereinafter referred as project) was issued to M/s KLD Creation Infrastructure Pvt. Limited on 08.02.2021 by the National Highway Infrastructure & Development Corporation limited (hereinafter referred as NHIDCL or Authority). Accordingly, Contract Agreement for executing the Subject work was signed on 24.05.2021 between Authority and the EPC Contractor and the Appointed date for the project was fixed as 08.06.2021 by handing over 100% ROW to the EPC Contractor for completing the work within 547 days i.e., 17.12.2022 as per schedule-J of the EPC Agreement.

2. Whereas, project milestone as per schedule-J of the CA are as under:

Project Milestone	Targeted Financial progress as per schedule-J of CA	Schedule date of completion as per schedule-J of CA	Remarks
I	10%	16.12.2021 (191 days)	Physical progress as on date is 2.85% and MS-01 failed

II	35%	02.05.2022(328 days)	
III	70%	16.09.2022 (465 days)	
IV	100%	17.12.2022 (547 days)	

3. Whereas, it is to mention that AE vide letter dated 29.11.2021 has issued cure notice to the EPC Contractor as per Clause 23.1 of the Contract Agreement due to poor progress of work, poor mobilization of men, materials, machinery & non-achievement of the milestone -01 (MS-01). The cure period ended on 28.01.2022 & it is seen that physical progress as on 28.01.2022 was 1.88% and the EPC contractor failed to achieve MS-01 even after expiry of cure period.

4. Whereas, as per the essential Terms and Conditions of the Contract Agreement, the Contractor was obliged to undertake the Survey, Investigation, Design, Engineering, Procurement, Construction and Maintenance of the Project Highway and observe, fulfill and comply with and perform its obligations set out under this Contract Agreement and moreover follow the Contract Agreement and the obligations cast thereon with full adherence, diligence and sincerity.

5. Whereas, AE has informed that the Contractor has failed to mobilize the adequate Resources, Manpower, Materials, Machinery and Plant & Equipment etc. to meet the desired progress as per Milestones fixed in accordance with Schedule-J of Contract Agreement. The progress of the work was reviewed by AE and it was observed that the preparedness of the EPC contractor is very reprehensible w.r.t. intention of the contractor to expedite the progress for early completion. The project progress of the project highway is negligible or still not planned, even after 07 month, only length of 5.57 Km length of earthwork has been in progress till date. During various meeting and discussion with the contractor, it was highlighted by the AE to mobilize additional resources to expedite progress of remaining section of project highway. It has been observed that EPC contractor have delayed various obligation of EPC agreement related to commencement of work and Subsequent achievement of project milestone. The month wise progress starting from August 2021-January 2022 is as under:

Month	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22
Progress	0.12%	0.10%	0.28%	0.46%	0.46%	0.46%

6. Whereas, the issue of non-achievement & progress as per work program has been discussed in project Review meeting by HQ NHIDCL on monthly basis and it has been seen that the contractor has been found failing consistently to meet monthly targets as set forth for project completion. Moreover, as per Clause 10.1.3 of the EPC agreement, the EPC contractor has to submit a work programme within 30 days from appointed date using networking techniques for review of Authority's Engineer, whereas the EPC contractor has submitted the programme on 17.01.2022 after delay of 6 months. However, AE on 04.02.2022 has given certain observations on the work programme which has not been complied by the EPC Contractor till date as informed by AE vide letter under ref. AE has further mentioned that EPC Contractor have not submitted the design and drawing of the project in accordance with the article 10 clause 10.2.4 of the EPC agreement. The as on date status of the Design & Drawing is tabulated below:

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REC-1

Sl. No.	Description	Scope of Work	Status
1	P&P of the project highway	12 Km	Approved
2	Box Culverts	38 Nos.	19 (approved)
3	Minor Bridges	04 Nos.	Not submitted
4	Drain	4.02 Km	Approved
5	Retaining wall	315 m	Compliance awaited from the EPC contractor since Dec 2021.
6	Breast Wall	2.180 Km	Approved
7	Misc. drawing	12 Km	Not submitted

7. Whereas, in spite of favourable working condition, the Contractor did not mobilize full resources, machinery and manpower to the desired extent at the project site, which shows the lackadaisical approach toward execution/completion of the work, which has resulted in the non-achievement of desired progress to achieve requisite work Targets as per Contract agreement.

8. Whereas, after thorough examination of all the facts and the material on record, it may be very well asserted that all due support has been provided to the contractor by the Authority under provisions of the EPC agreement as well as various guidelines issued by the Authority towards relief in the Covid-19 pandemic situation, but the contractor has miserably failed asking the desired progress of the work. Looking to the present pace of progress of the construction work, it is very well asserted that the completion of work seems impossible within time stipulated with the present resources and will further delay for indefinite time period.

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. After passing of about 09 months since the date of commencement of works, still the project has achieved only 2.85% physical progress till 21.02.2022 which is very disappointing. Whereas, the scheduled date of achievement of project milestone-I was 16.12.2021 and the required financial progress for achievement of project Milestone-I was 10%. Clearly, in the absence of satisfactory performance of the EPC Contractor and lack of proper construction planning, machinery the Project Milestone-I was not achieved on scheduled date i.e., 16.12.2021. The deficiencies & defaults on part of EPC contractor to undertake construction work promptly can be seen through details provided herein under:

Sl. No	Description/Activity	Total Scope	Achieved as on date (21.02.2022)
1	Earthwork (up to Embankment)	12.00 Km	5.57 km in progress
2	Sub-grade Top	12.00 Km	0.00 km
3	CTSB	12.00 Km	0.00 km
4	CTB	12.00 Km	0.00 km
5	AIL	12.00 Km	0.00 km
6	BC	12.00 Km	0.00 km
7	Culverts	38 nos.	09 no's (in progress)

3/5

REMA

8	Road Side drain	4.755 km	0.00 km
9	Minor Bridge	04 No	0.00 no's

Further, AE has mentioned that till date the EPC Contractor has not submitted the Mix-Design of the following items even after passing of 07 months from the appointed date as these mix designs are essentially required towards start of construction activity. Still the wet mix plants, HMP etc. are not calibrated till date.

Sl. No.	Particulars	Status of submission/approval
1	CTSB Mix Design	Approved
2	CTB Mix Design	Not submitted
3	AIL Mix Design	Not submitted
4	BC Mix Design	Not submitted
5	Concrete Mix Design	Approved (M15, M20, M30, M35 & M40)

10. Whereas, the Contractor's act is totally unethical and shows total disregard to the Contract Agreement as well as its commitment made during the Review Meetings, as well as to its own commitment, 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 Tripura because of slow execution of the project in question.

11. Whereas, the appointed date was declared as 08.06.2021 and approximately 09 months have passed since then with no visible efforts from the contractor to expedite the work progress even after several notices to expedite the progress of the project, accordingly the AE has issued cure notice on 29.11.2021 for slow progress. In response, contractor has given reply on 14.01.2022 assuring to mobilise the machinery and manpower at the earliest. However, EPC contractor has not achieved the required progress target scheduled nor mobilised the machinery and manpower as required to execute the project. It is clearly evident that the EPC contractor has failed in his obligations and continues to be default in executing requisite work for achievement of scheduled project milestones. In spite of repeated instructions by the Authority during various meetings to expedite progress of work, the progress of the construction of project highways has remained extremely slow against the expected progress of work which were intimated in the Monthly Progress Report (MPRs).

12. Whereas, it is to mention herein that complete work front has been made available by the Authority such that proper planning of resources; the work progress can be accelerated at war footing on the project highway. Due to inadequate planning of mobilization of machinery, manpower and set up of plants, the EPC Contractor is not achieving progress of construction work to complete the project as scheduled.

13. From the above, it is apparent that there has been a consistent failure on the part of the contractor in complying with the obligations of the contract agreement and the contractor has committed a breach on various fronts under the contract agreement, inter alia, non-achievement of required progress, resulting in Contractor's default under the following clauses of the EPC agreement:

- i. The Contractor has failed to achieve milestone, thus in the default of the Contract as per Clause 23.1.1 (c) of the EPC Contract.

4/5

REINH

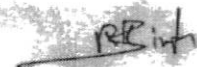
- ii. The Contractor has failed to mobilize machinery/manpower as per the provision of the EPC Contract, thus in the default of the Contract as per Clause 23.1.i (e) of the EPC Contract.
- iii. The Contractor has shown total lack of ability to execute projects of such size, thus in the default of the Contract as per Clause 23.1.i (p) of the EPC Contract.
- iv. The Contractor has failed to abide by the provisions of the EPC Contract, thus in the default of the Contract as per Clause 23.1.i (p) of the EPC Contract.
- v. The Contractor has not improved his performance in spite of numerous letters/notices as well as review meetings with the Authority.
- vi. The Contractor has not followed the Good Industry Practice which is inherent in the Contract Agreement refer Clause 4.1. iii.

14. In view of the above-mentioned facts and circumstances submitted by PMU-Khowai & AE it is stated that KLD Creations Pvt. Ltd. is not performing its obligations as agreed and stipulated in the Contract Agreement in unprofessional manner and is reluctant to undertake the project and complete the project as per the Contract Agreement. The contractor's poor mobilization/coordination on site and its inability to expedite the progress in working season illustrates the mala fide motive and no intention to achieving the progress of work in accordance with provision of the Contract Agreement. These facts constitute the default on the part of contractor under article 23.1- i (c), (e) etc. of the contract agreement.

15. Intention of the Authority to terminate the Contract. Termination Notice:

- i. Keeping in view of aforesaid facts and circumstances, the Authority hereby notified its "Intention to termination" to M/s KLD Creations Pvt. Ltd. under article 23 of the Contract Agreement, for curing its defaults mentioned above within a period of 15 days from issue of this letter. Failing to do so, the contractor shall be deemed to be in defaults of this agreement and future action will be taken in accordance with the provision of the Contract Agreement.
- ii. This letter is issued without prejudice to the rights or remedies of the Authority under the Contract Agreement dated 24.05.2021 as well as applicable laws of the land.
- iii. This issues with the approval of Competent Authority.

Your sincerely,



(R.K. Singh)
DGM(P)

For ED (P), RO-Agartala

Copy to: (i) ED (T), HQ-NHIDCL for kind information.
(ii) GM (P), PMU-Khowai for kind information.
(iii) V. Jaiswal, DGM (T), HQ, NHIDCL

5/5



परियोजना प्रबंधन इकाई- खोवाई

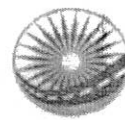
राष्ट्रीय राजमार्ग और अवसंरचना विकास निगम लिमिटेड

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

PMU- Khowai

National Highways & Infrastructure Development Corporation Ltd.

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



BHARATMALA
ROAD TO PROSPERITY

भारत सरकार का उपक्रम

A GOVT OF INDIA UNDERTAKING

NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/1937-39

Date: 01.03.2023

To,

The Authorized Signatory,
M/s KLD Creation Infrastructure Pvt. Ltd.,
Jawahar Park, Devil Road,
Khanpur, New Delhi - 110062
Email- kld.pvtltd@gmail.com , kldcreationinfrastructure@gmail.com

Sub: Consultancy Services for Authority's Engineer for Supervision of (i) Rehabilitation and up Gradation of Road from design km 19.300 to km 31.300 (Package 2) of Agartala - Khowai Section on NH 108 B to lanes with paved shoulder on EPC mode. "Show Cause notice to declare the EPC contractor as 'Non-Performer'-Reg.

Ref: - i. AE Letter no. AE3020/LION/BPL/NHAI/AE/2023/7662 dated: 27.02.2023.
ii. MORT&H circular RW/NH-33044/76/2021-S&R(P&B) dated 06.10.2021.

Sir,

Whereas, LOA for the work "Rehabilitation and Upgradation of Road from design km 19.300 to km 31.300 (Package-II) of Agartala - Khowai Section on NH-108B to lane with paved shoulder on EPC mode" (hereinafter referred as 'project') was issued to M/S KLD Creations Infrastructure Pvt. Ltd. (hereinafter referred as 'EPC Contractor') On 08.02.2021 by the National Highway Infrastructure & Development Corporation Limited (hereinafter referred as 'NHIDCL' or 'Authority'). Accordingly, contract agreement (CA) for executing the subject work was signed on dated 24.05.2021 between Authority and the EPC contractor and the appointment date for the project was fixed on 08.06.2021 by handing over 100% ROW to the EPC contractor for completing the work within 547 days i.e., 06.12.2022 as per schedule-J of the EPC Agreement. Moreover, as per the request of the EPC contractor, extension of time (EOT) for extending the scheduled completion date up to 31.07.2023 has also been recommended & forwarded to HQ-NHIDCL for approval. However, approval is awaited.

2. Whereas, the key details of the Contract Agreement for the project work are as under:

S. N.	Particulars	Remarks
1.	Name of Contractor	M/s KLD Creation Infrastructure Pvt. Ltd
2.	Contract Price	Rs. 67,00,55,000/-
3.	Date of signing of Contract	24.05.2021
4.	Appointed Date	08.06.2021
5.	Schedule date of Completion as per CA	06.12.2022
6.	Name of Authority Engineer	M/s Lion Engineering Consultants Pvt. Ltd.

3. Whereas, as per the request of the EPC contractor, M/s KLD Creation Infrastructure Pvt. Limited, EOT for shifting the milestone-I to 26.03.2022, milestone-II to 10.08.2022,

2nd Floor (C/o Jahar Nag), Ganki, Khowai, Tripura -799202

E-mail : gmtripura@nhidcl.com

milestone-III to 25.12.2022 & completion date up to 31.07.2023 has been recommended to HQ-NHIDCL for approval. In this regard, it is pertinent to mention that EOT of 237 days i.e., 101 days up to 17.3.2023 without imposition of LD and further up to 31.07.2023 with imposition of LD has been recommended, which is under consideration.

4. Whereas, the EPC contractor have not been able to achieve the milestone as provided in schedule 'J' of CA as well as EOT recommended as para (3) above and the Physical and Financial progress of the project up to 27 Feb 2023 is 8.10% and 5.90% respectively. Authority's Engineer (AE) have witnessed the overall performance of the EPC contractor and observed the areas of the shortfalls w.r.t. the contract provision as well as to the MORT&H Circular cited under Ref: iii. thus, pointing out the concerned parameters establishing the EPC contractor's 'Non-performance'. The point wise assessment of the Authority's Engineer w.r.t. the said circular as well as to the contract provision are stated as below:

A. SL.No.1 of the Circular: "Failure to setup institutional mechanism and procedure as per contract."

Whereas, Since Inception of the Project the EPC Contractor has failed to establish institutional mechanism as per the Contract agreement on following accounts:

a. WORK PROGRAMME:

Whereas, as per article 10 of EPC Agreement the EPC contractor has to submit the software-based work programme within 30 days from the Appointed date. However, the EPC contractor has failed the very 1st step of CA and submitted the work programme after passing of 6-month delay on dated 14.01.2022. AE has reviewed the work programme and found that there is no proper planning of work execution as well as machinery and manpower details are missing in the work programme. Accordingly, AE advised EPC contractor to resubmit the work programme vide letter 0826 dated 04.02.2022 by complying all the observation made and in accordance with the article 10 of the CA. The EPC contractor has failed to submit the complete & proper work programme in accordance with Article 10 of CA & the revised work program has submitted by the EPC contractor on 24.02.2023 i.e., with delay of 625 days in accordance with EOT recommended to HQ-NHIDCL.

b. MACHINERIES, EQUIPMENT AND MATERIALS DETAILS:

Whereas, article-11 clause 11(iii) of the EPC agreement stipulates that "*The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets, Materials and workmanship in accordance with the Quality Assurance Plan*"

Whereas, AE vide letter no. 1708 dated 09.02.2023 has intimated that the camp site was closed and no staffs including project manager, material engineer etc. were present at site. In such situation, it is very much difficult to ensure the quality of executed work, which clearly indicates the bad Intention of the EPC Contractor towards ensuring the Quality of the works.

Whereas, Article-4 clause 4.4.(i) stipulates that "*The Contractor shall ensure and procure that the personnel engaged by it or by its Sub-contractors for performance of its obligations under this Agreement are at all times*"

appropriately qualified, skilled and experienced in their respective functions in conformity with Applicable Laws and Good Industry Practice”

Whereas, till date the EPC Contractor has not mobilized sufficient technical staff at site for proper monitoring of the project Highway resulting into the poor workmanship of the work. Further, the EPC contractor has completely stopped the work at site from 02.02.2023 and all manpower deployed at site was demobilized from the camp site.


Whereas, Article 4 clause 4.1(i) stipulates that *“Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, and construction of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement”*.

Whereas, the procurement of the EPC Contractor for labour, material & machinery is not sufficient to meet the specifications and standard of NHIDCL and to complete the project on scheduled completion date, resulting into the extremely poor progress of the work.

B. SL.No.2 of the Circular: “EPC contractor has failed 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 milestone/Schedule Completion date, unless Extension of Time has been granted due to Authority’s Default or Force Majeure”

Whereas, the Milestones mentioned in Schedule J of the Contract and completion are as under:

Sr. No.	Project Mile-Stones as per Schedule J	Period from appointment date	% Stage payment statement submitted to the authority	Due Date as per Contract	Date of achievement	Delay in days as on 27.02.2023 from SCD.	EOT recommended, but not approved till date	Delay in days as on 27.02.2023 from EOT recommended date	Current Financial progress
1.	Mile-Stone - I	191 days	10%	15.12.2021	Failed	438	26.03.2022	338	5.90%
2.	Mile-Stone - II	328 days	35%	01-05-2022	Failed	301	10.08.2022	201	
3.	Mile-Stone - III	465 days	70%	15-09-2022	Failed	164	25.12.2022	64	
4.	Completion date	547 days	100%	06-12-2022	-	-	31.07.2023	-	

Whereas, as per Article 2 of the CA, the Contractor shall construct the Project Highway as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. Moreover, the Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the works with all the technicalities under the provision of the Contract Agreement, abiding by all the relevant MORT&H specifications and with good industry practice. 

Whereas, as per Article 10.2 of CA, the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.

Whereas, as per assessment of AE, the EPC Contractor up to 27.02.2023 has achieved only 8.10% Physical progress & the financial progress of EPC contractor based on submissions of valid stage payment statements is only 5.90% of the contract price.

Whereas, the EPC contractor has failed to achieve project milestone-1, 2 & 3. And whereas, 338 days & 201 days has lapsed respectively till 27.02.2023 from revised Milestone-I & Milestone-II date & yet the EPC contractor has continued to miss the project milestone-1 & 2 i.e., even after lapse of 6 months from the project milestone-1 & Milestone-2 occurrence date.

C. SL.No.5.a of the Circular: "Fails to Complete rectification (excluding minor rectification) as per time given in NCR in design/completed work/maintenance or reported in inspection report issued by quality inspectors deployed by the Authority or Officers of the Authority."

Whereas, AE has issued 1 no. of NCR for the works which are not confirming the standard and specification but till date after passing of 16 months, the EPC Contractor has failed to rectify these NCR even after reminders of AE.

The details of the NCR are as follows: -

Sr. No.	NCR No.	Particulars	Date of issue of NCR	Rectified by contractor (Yes/No)	Pending since (In months)
1.	NCR-02	Embankment layer construction without raising RFI from Ch 24+840 to 24+900 RHS.	Issued vide letter no AE3020-LEC-652 dated 23.11.2021	NO	16 Months

D. SL.No.6 of the Circular: "Fails to start work or caused delay to maintenance & repair/overlay of the project."

Whereas, AE has issued several letters to EPC contractor for rectification & maintenance of existing road stretches which are as follows:

1. AE3020-LEC-0587 dated: 22.10.2021.
2. AE3020-LEC-0909 dated: 09.03.2022.
3. AE3020-LEC-0933-Potholes (Reminder-2) dated 19.03.2022.
4. AE3020-LEC-1002-Potholes (Reminder-3) dated 11.04.2022.
5. AE3020-LEC-1059-Potholes (Reminder-4) dated 27.04.2022.
6. AE3020-LEC-1059-Potholes (Reminder-5) dated 02.05.2022.
7. AE3020-LEC-1059-Potholes (Final Reminder) dated 10.05.2022.
8. AE3020-LEC-1321- Existing Road Maintenance dated: 30.07.2022
9. AE3020-LEC-1327- Existing Road Maintenance dated 01.08.2022
10. AE3020-LEC-1429- Existing Road Maintenance dated 20.09.2022
11. AE3020-LEC-1465- Existing Road Maintenance dated 10.10.2022
12. AE3020-LEC-1541- Existing Road Maintenance dated 16.11.2022

hmt

13. AE3020-LEC-1673- Existing Road Maintenance dated 31.01.2023
14. AE3020-LEC-1718- Existing Road Maintenance dated 14.02.2023.

Whereas, the EPC contractor has failed to fulfil his obligation in accordance with the article 10.4 of contract agreement to maintain the existing road resulting into poor condition of existing road.

5. Whereas, in spite of favourable working condition, the EPC Contractor did not mobilize full resources, machinery and manpower to the desired extent at the project site, showing the lackadaisical approach toward execution/completion of the work, which has resulted in the non-achievement of desired progress to achieve requisite work Targets as per Contract agreement.

6. Whereas, the Authority has reviewed the progress of the work and in meetings held on dated 22.09.2021, 22.10.2021, 03.12.21, 23.12.21, 14.01.2022, 03.03.2022, 17.06.2022, 12.07.2022, 12.08.2022, 17.10.2022, 09.11.2022, 10.11.2022, 24.11.2022, 06.12.2022, 03.01.2023, 28.01.2023, 02.02.2023 and provided targets to the EPC contractor to achieve the work progress commensurate with the milestone dates & project completion date. The EPC contractor has failed to achieve all such targets given in the meetings.

7. Whereas, now executing the Project with the current speed, it seems that it is not possible for the Contractor, to hand over the project in question by due date of target completion.

8. Whereas, notwithstanding with the above likely 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 seems totally unethical and shows total disregard to the Contract Agreement as well as its commitment made during the Review Meetings, as well as to its own commitment, 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 Tripura because of slow execution of the project in question.

10. Whereas, on account of the various tangible defaults of the EPC Contractor & as per article 23 of the CA, based on the recommendation of AE, RO-Office on 31.01.2023 had recommended to terminate the contract.

11. Whereas, AE observed that the work progress of EPC contractor is extremely poor at site, and the physical progress of EPC contractor for the month of Jan-2023 and Feb-2023 is 0.37% & 0.00% respectively. The EPC contractor has closed the camp site completely from 02.02.2023 & no staffs are present at site.

12. Whereas, it is evident from Para 'A' above that the Contractor has failed to setup institutional mechanism and procedure as per contract on account of submission of work program & mobilization of adequate Resources, Manpower, Materials, Machinery and Plant & Equipment etc. to meet the desired progress as per Milestones fixed in accordance with amended Schedule-J of Contract Agreement.

13. Whereas, it is also evident from Para 'B' above that the contractor has failed to complete project milestone-1 and the progress is not commensurate with contiguous unencumbered project length/ROW available even after lapse of about 6 months from respective project milestone.

hnp

14. Whereas, it is also evident from Para 'C' above that the contractor has failed to rectify the defects intimated in the NCR issued by the AE till date.
15. Whereas, it is also evident from Para 'D' above that the contractor has failed to maintain the existing road in accordance with article 10.4 of the contract agreement.
16. Whereas, the failure to complete these obligations by the EPC contractor may result in:
- Immense Public suffering because the said project on which the Contractor is working and which is likely to be delayed, is crucial and has strategic importance.
 - The Authority may loss its goodwill with the people of Tripura.
 - The Authority may loss reputation and credibility in the eyes of its stakeholder.
 - The project is likely to be delayed for the entire reasons attribute to the Contractor, even though the EPC Contractor is fully aware that the project in question is of national importance and.
17. Whereas, the Authority's Engineer has judiciously reviewed the detail records & facts available with it & finds that EPC contractor is in evidently in default under relevant provisions of the Contract Agreement as well as in accordance with the relevant points mentioned in the MORT&H circular no.: RW/NH-33044/76/2021-S&R (P&B) dated 06.10.2021 and accordingly firmly recommended the Authority to issue notice to the EPC Contractor as to why not, the firm be declared as a 'Non-Performer' and allow a time of 15 Days to furnish the written Reply, as per the provisions of the MORT&H Circular.
18. This letter is issued without the prejudice to the rights or remedies of the authority under Contract Agreement dated: 24.05.2021 and MoRT&H circular dated: 06.10.2021.
19. In view of above, keeping in view of aforesaid facts and circumstances and as per recommendation of Authority Engineer, the authority notified its intention to declare "Non-Performer" to M/s KLD Creation Infrastructure Pvt. Ltd. under circumstances mentioned in MoRT&H Circular no. RW/NH-33044/76/2021-S&R(P&B) dated 06.10.2021, for curing its defaults as mentioned above withing a period of 15 days from the issue of this letter and falling to do so, the contractor shall be deemed to be in defaults and future action will be taken.
20. This issue with the approval of Competent Authority.

Yours Sincerely,

Encl.: As stated above.


(R K Tindwal)
General Manager (P)

Copy to:

- ED(P), RO-Office, Agartala: for information.
- Team Leader, AE, M/s Lion Engineering Consultants Pvt. Limited.

KLD Creation Infrastructure Pvt. Ltd.
Railway & Civil Engineering
CIN : U70109DL2016PTC300472



To,

Date: 09.03.2022

The Executive Director
Regional Office, 3rd floor,
UD Bhawan, Shakuntala Road,
Agartala, Tripura
Pin: 799001

Sub: Rehabilitation and up-gradation of road from design Km 19.300 to 31.300 (Total Length 12.00 Km.) of Agartala-Khowai Section on NH 108B to two lane with paved shoulder in the state of Tripura on EPC basis (Package II).

Reg-. Intention to termination of this agreement for contractor's default under 23.1 (ii) of the contract agreement.

Dear Sir,

In reference with the above subject and under reference of your letter no NHIDCL/RO-Agt/W/T/Agt-Kowai (Pkg-II) (NH-108B)/315/1681 dated 24/20/2022 intention to termination of this agreement for contractors' default under 23.1 (ii) of the contract agreement in continuous along with the above subject. We would like to express that due to some serious health issues with Managing Director of the company the progress of project was badly affected. Although we had tried to achieve the final progress of the work accordance with the submitted work programme according to article 10.1 (iii) of the contract agreement but due to below mentioned reasonable cause it could not be achieved.

Serious heart-attack issue was occur with Managing Director of the company on dated 19 march 2021 and it is converted in very serious health problem and resulting our Managing Director has been passed away on dated 03 October 2021. Hence due to death of Managing Director of the company financial management was badly disturbed and management & coordination of work could not be maintained properly from last 8 month back.

However, our physical progress of work up to 28 February 2022 has been achieved 5.4% of the contract amount but it could not be converted in financial progress because stage payment statement has not been submitted and approved by Authority Engineer to till date.

Head Office : F-134 Flat No. A-9, Jawahar Park, Devli Road, Khanpur, New Delhi-1100162
Mob: +91 9015230605 ; **Email:** kld.pvtltd@gmail.com / kldcreationinfrastructure@gmail.com
PAN : AAGCK1647N; **GST NO.** MP-23AAGCK1647N1ZC; **JH-20AAGCK1647N1ZI; BH-10AAGCK1647N1ZI**



Although we had mobilized required plants and equipment including manpower at site immediately after signing of the contract agreement but due to accidental death of Managing Director coordination of work could not be maintained properly and progress of work is slightly below the schedule -J of the contract agreement for MileStone-1.

However according to requirement of contract we had deployed all manpower plants and equipment at site and completed the survey work, drawing & design and received approval from the Authority Engineer. status of drawing and design is being mentioned below for reference: -

Status of Drawing & Design

Sl. No.	Particulars	Scope of work	Submission / Approval
1	P&P of the Project	12Km.	Approved
2	Box Culvert	38 Nos	35 Approved
3	Minor Bridge	4 Nos	Not Submitted
4	Drain	4.02	Approved
5	Retaining wall	315m.	Submitted for approval
6	Breast wall	2.18 Km.	Approved

We have reviewed our project site properly and planned for all manpower, equipment's and material procurement to speed up the progress of work according to requirement of contract agreement and shall be achieved the financial progress accordance with schedule-J and revised work programme. Strength of manpower, equipment's are already improved to complete the work in schedule time frame. which is attached as described below:

KLD Creation Infrastructure Pvt. Ltd.

Railway & Civil Engineering

CIN : U70109DL2016PTC300472

**1. List of Manpower**

Sl. No.	Manpower/ Name / Designation	Available at site	Remarks
1	Mr. T K Gautam (Chief General Manager cum Project coordinator)	1	
2	Mr. Ravindra Nath Thakur (Project Manager)	1	
3	Manoj Kumar (Deputy Project Manager)	1	
4	Material Engineer	1	
5	Structure Engineer	2	
6	Billing Engineer	1	
7	Highway Engineer	3	
8	Surveyor	2	
9	Jr. Structure Engineer	1	
10	Other Staffs	11	

2. List of Equipment's

Sl. No.	Equipment Name	Available at site	Remarks
1	Excavator	7	
2	Backhoe Loader	4	
3	Grader	1	
4	Hyva / Tipper	22	
5	Water Tanker	3	
6	Transit Mixture	3	
7	Soil Compactor	2	
8	WMM Plant	1	
9	Sensor Paver	1	
10	Tandem Roller	1	

Head Office : F-134 Flat No. A-9, Jawahar Park, Devli Road, Khanpur, New Delhi-1100162**Mob: +91 9015230605 ; Email: kld.pvtltd@gmail.com / kldcreationinfrastructure@gmail.com****PAN : AAGCK1647N; GST NO. MP-23AAGCK1647N1ZC; JH-20AAGCK1647N1ZI; BH-10AAGCK1647N1ZJ**

3. Physical progress of work achieved and revised work programme.

Sl. No.	Work Item Description	Work Scope Quantity	Physical Progress of work	March -22	April -22
1	Widening Earthwork up to SG	9.850 Km.	3.000 Km.	3.850 Km.	3.000 Km.
2	CTSB	9.850 Km.		0.600 Km.	0.700 Km.
3	CTB	9.850 Km.		0.350 Km.	0.350 Km.
4	New Lane Earthwork up to SG	2.150 Km.	2.150 Km.		
5	CTSB	2.150 Km.		0.850 Km.	0.850 Km.
6	CTB	2.150 Km.		0.600 Km.	0.700 Km.
7	Box Culverts	38 Nos.	5 Nos.	4 Nos.	4 Nos.
8	Drain	6617 Mtr.	200 Mtr.	400 Mtr.	400 Mtr.
9	Breast wall	2180 Mtr.		250 Mtr.	250 Mtr.
	Cumulative Total		3.61 Cr.	8.48 Cr.	13.14 Cr.
	Progress Per Month		5.4%	7.276%	6.95%
	Cumulative Total (%)			12.676%	19.626%

3rd wave Covid-19 pandemic has been played serious role between period 15 January to 15 February and daily cases is unlikely to cross 4 lacs per day under the serious affect of covid - 19 all manpower, Equipment and work environment was destroyed badly and whole work was closed due to manpower issue.

In reference with the all above reason revised work programme is being submitted according in Article -10 clause 101(iii) for your review and providing help against progress of work.

According to the article -8 clause 8.4 of the contract agreement "Site to be free from encumbrances" but after elapsed of 50% time of contract period complete length of "Right of way" has not been handed over.

KLD Creation Infrastructure Pvt. Ltd.

Railway & Civil Engineering

CIN : U70109DL2016PTC300472



In view of all above facts and under reference of review meeting of Managing Director NHIDCL our said target for the month of March- 10% and month of April- 10% shall be achieved.

Total financial progress up to 30/04/2022 shall be achieved- 20%

Thanking You,

With Regards

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'KLD Creation Infrastructure Pvt. Ltd.' around the perimeter and 'Agartala' in the center. Below the signature, the words 'Authorized Signatory' are printed.

Authorized Signatory

KLD Creation Infrastructure Pvt. Ltd.

Package-II Agartala, Tripura

CC-

- 1- The General Manager - NHIDCL Khowai, Email- gmtripura@nhidcl.com
- 2- Team Leader - Lion Engineering Consultants Private Limited, Email- lecagartala-khowai@liongroup.in

KLD Creation Infrastructure Pvt. Ltd.

Railway & Civil Engineering

CIN: U70109DL2016PTC300472



KLD/NHIDCL/23/024

Date: 14th February, 2023

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

Sub.: Request for Extension of Time (EOT) upto 31/07/2023 in respect of work entitle "Rehabilitation and up-gradation of road from design km 19.300 to km 31.300 (Total length: 12.000 km) of Agartala – Khowai section on NH 108 B to two lane with paved shoulder in the state of Tripura on EPC basis (Package-II)"

Ref.: (1) LOA No. NHIDCL/Tripura/NH-108B/Agt-Khowai/P(II)/2021/398, Dated 08/02/2021.
(2) GM(P) letter No. NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/1563-64, dt. 09-01-2023
(3) ED(P) Letter No. NHIDCL/RO-Agt/W/T/Agt-Khowai (Pkg-II) (NH-108B)/315/761, dt. 31/01/2023.

Dear Sir,

With reference to the above subject, we would like to submit to your goodself the following :

- (1) LOA No. NHIDCL/Tripura/NH-108B/Agt-Khowai/P(II)/2021/398, issued to us on 08/02/2021, when entire world including India was combating 2nd Wave of COVID-19 Pandemic, which was much more lethal as compared to that of 1st wave of COVID-19 of 2020. Almost all the states in India had declared Phase-wise lockdown due to drastic disease like COVID-19 Pandemic.
- (2) On 18th March, 2021, our one of Directors Mr. Umashankar Dubey, who was deeply involved in Financial and Project execution matters of the company and who was father of our another Director Mr. Karunesh Dwivedi, was suddenly fallen ill due to massive heart attack and was admitted in the hospital in Bhopal, Madhya Pradesh and lost his consciousness (went in comma) and after six month in comma, he died on 04/10/2021.
- (3) Due to the affect of 2nd Wave of COVID-19 Pandemic as well as illness of our Director Mr. Umashankar Dubey and subsequent Lockdown in Delhi from 19th April, 2021, we could not submit the Performance Bank Guarantee within the stipulated time as per LOA. We could submit the Performance Bank Guarantee on 18th May, 2021, for which an amount of Rs. 5712922/- towards penalty for late submission of PBG have been deducted from our SPS-1, which put us into tremendous financial crisis, due to which the work progress badly affected.

Contd...2



-2-

- (4) The Appointed date given to us as 08/06/2021, when there was heavy rainfall in Agartala, Tripura and continued raining upto September, 2021 and we were unable to mobilize our machineries and plants at site during these days, since most of project sites was in Madhya Pradesh and our Machineries and Plants was to be mobilized from Madhya Pradesh to Tripura.
- (5) In spite of heavy rainfall in Agartala, Tripura, we started mobilization of our machineries and manpower from July, 2021, which started reaching at site from 17th July, 2021.
- (6) We could start only C&G work and could not start earth work due to heavy rainfall, which continued upto September, 2021. In the intervals of rain, we have started earthwork also.
- (7) Also it took much more time in getting approval of drawing and design of Road, RCC Box Culverts, Drain, etc. from AE.
- (8) In the last year 2022 also, the rainfall again started in April, 2022 and continued till October-2022 in Agartala. In the overall period of execution of subject work from the appointed date i.e. 08/06/2021 to till date we have lost our precious 9 months due to heavy rainfall in the Agartala, Tripura.
- (9) Due to the collapse of Bridge in Meghalaya due to heavy rainfall, the connectivity of Tripura State was totally stopped for more than two months and hence could not get transported the Road construction materials like cement, aggregate, steel, as the same is not available in Tripura and these are being transported from other states, like Meghalaya, Assam, etc. Also due to the non-availability of spare parts of break-down machineries and equipment in Agartala, the same could not get arranged from other cities like Guwahati due to collapse of aforementioned bridge. The work progress badly hampered due to the above reason.
- (10) There was heavy scarcity / crisis of diesel in India in the month of May & June, 2022 and we could not get the required diesel for our machineries and equipment, due to which our machineries and equipment remained idle most of time during these crisis days. This is also one of the reason for not achieving desired work progress.
- (11) In the 3rd Wave of COVID-19 pandemic, the Government of Tripura had also declared night curfew from 6:00 pm / 8:00 pm. to 5:00 am for about a month in January-2022 & February, 2022.

Due to the above circumstances, the desired work progress and Milestones could not get achieved in stipulated time.

Contd...3

KLD Creation Infrastructure Pvt. Ltd.

Railway & Civil Engineering

CIN: U70109DL2016PTC300472



-3-

We have deployed sufficient manpower as well as machineries and equipment, which contains owned as well as hired machineries also.

In view of the above, we humbly request you to kindly arrange to grant us Extension of Time upto 31/07/2023 and oblige, enabling us to complete the work successfully.

We are furnishing below Month-wise completion schedule for your kind information and further necessary action please :

Upto Date	:	12%
February-2023	:	8%
March-2023	:	20%
April-2023	:	20%
May-2023	:	15%
June-2023	:	15%
July-2023	:	10%

We shall be submitting to you shortly detailed work programme for your information and further necessary action.

We look forward to your kind consideration and approval of our request for EOT upto 31/07/2023.

We shall be grateful for your kind cooperation and support in the above matter.

Yours faithfully,

For KLD Creation Infrastructure Pvt Ltd.

Awadhesh Kr. Roy
GM-Tendering & Projects
(Authorised Signatory)



- CC: (1) The Managing Director, NHIDCL, HQ, New Delhi
(2) The ED(P), NHIDCL, RO Office, Agartala, Tripura
(3) The General Manager (Projects), RO office Agartala, Tripura
(4) The Team Leader, Lion Engineering Consultants Pvt Ltd., Agartala (Tripura)



परियोजना प्रबंधन इकाई- खोवाई
राष्ट्रीय राजमार्ग और अवसंरचना विकास निगम लिमिटेड
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
PMU- Khowai
National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road Transport & Highways, Govt. of India)



BHARATMALA
ROAD TO PROSPERITY

भारत सरकार का उपक्रम

A GOVT OF INDIA UNDERTAKING

NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/11-13

Date: 03.04.2023

To

The Authorised Signatory,
M/s KLD CREATION INFRASTRUCTURE PVT LTD
F-134, Flat No A-9, Shiva Apartment
Jawahar Park, Devil Road,
Khanpur, New Delhi-110062
Email: kld.pvtltd@gmail.com

Sub: Rehabilitation and up-gradation of road from Km 19.300 to Km 31.300 (Total length=12.00 Km) of Agartala-Khowai section of NH-108B to two lane with paved shoulder in the State of Tripura on EPC mode- "Completely stopped work at site"-Reg.

Ref: This office letter no. NHIDCL/PMU-Tel/A-K (Pkg-II)/25(1)/2020-21/ 2137-39 dated: 21.03.2023.

Sir,

With reference to the above cited subject, it is to state that the EPC contractor has not started any construction activities at site in last two and half months in spite of repeated instructions from Authority and it seems that the EPC contractor has completely abandoned the construction of the project highway without the prior written consent of the Authority. The EPC contractor has been directed many times to start the mobilization of manpower at site to start the construction activities however no action has been taken by the Contractor. At present, no manpower is present at site from the EPC contractor side. Earlier the EPC contractor had executed cutting and filling of soil in hill portion of the road without taking any safety measures and due to present Rains occurred at site, some of the existing stretches especially hilly portion has been deteriorated badly and in future if any incidents occurred at site including washed out of the existing road, then the EPC contractor shall make responsible & further penalty may be imposed against the EPC contractor accordingly as per the provisions of the contract agreement.

Yours Sincerely,

Enclo: As stated above.


(R K Tindwal)
General Manager (P)

Copy to:

1. ED (P), RO-Office Agartala: It is requested to kindly intervene in the matter.
2. Team Leader, M/s Lion Engineering Consultants Pvt. limited: for n.a.

