

Ref.: SPITPL/P-NHAI/2020/HO/6198

Date: 31/10/2020

To,
Mr. Ashish Asati,
General Manager (T),
(Maharashtra Division)
National Highways Authority of India
(Ministry of Road Transport and Highways),
G-5 & 6, Sector -10, Dwarka,
New Delhi - 110075

Reply to the notice dated 16.10.2020 regarding NHAI's intention to issue Termination Notice.

Sub: - 1) Four-Laning of Panvel-Indapur Section of NH-17 from Km 0+000 to 84+000 in the State of Maharashtra under NHDP Phase-III on BOT Basis (Package No.-NHDP- II/DL4/05:

2) Reply to your Notice dated 16.10.2020 regarding intention to issue Termination Notice for Concessionaire's default under Clause 37.1.2 of Concession Agreement

- Ref :**
- 1. Your Letter No. NHAI/BOT//1 1012/62/Conc./2005/0098 dated 16.10.2020**
 - 2. Our Letter No.SPITPL/P-NHAI/2020/HO/6193 dated 15.10.2020**
 - 3. Our Letter No. SPITPL/P-IE/2019/HO/03/03 dated 16.09.2019**
 - 4. Annexure-I: No.COVID-19/RoadMap/JS(H)/2020 dated 18.05.2020**
 - 5. Annexure-II: NHAI/Policy Guidelines/PF Toll Plaza/2020 Policy No.17.5.79 dated 28.5.2020.**
 - 6. Annexure III: No.COVID-19/Road Map/JS(H)/2020 dated 03.06.2020**



SUPREME PANVEL INDAPUR TOLLWAYS PRIVATE LIMITED .

9th Floor (901-905), Millennium Tower B, Opp. IFFCO Chowk, Metro Station, M.G. Road, Gurgaon - 122002 (Haryana)
Tel.: 0124-7189/00 Fax : 0124-7189/77 • Website : www.supremeinfra.com

CIN NO. U45400HR2010PTC043915

Dear Sir,

1. This is with reference to your letter bearing No.NHAI/BOT//11012/62/Conc./2005/0098 dated 16th October, 2020. We are quite surprised and shocked to receive your notice, expressing your intention for termination of Concession Agreement. We would like to submit our comments as under:-
2. It is brought to your kind notice that NHAI invited proposals by its Notice of Request for Qualification No.NHAI/NHDP-III/MAHA/BOT/PI, dated 29th January, 2010 (the "Request for Qualification" or "RFQ") for short listing of bidders for the Project of Four-Laning of Panvel-Indapur Section of NH-17 from Km 0+000 to 84+000 in the State of Maharashtra under NHDP Phase-III on BOT Basis (Package No.-NHDP-II/DL4/05 (hereinafter referred to **"the said Project"**) and had shortlisted certain bidders including, inter alia, the consortium comprising Supreme Infrastructure India Ltd., China State Construction Engineering (Hong Kong) Ltd. and Mahavir Roads and Infrastructures Private Ltd. (collectively **"the Consortium"**) with Supreme Infrastructure India Ltd. as its lead member.
3. After evaluation of the bids prescribed as the technical and commercial terms and conditions, NHAI had accepted the bid of the Consortium and issued its Letter of Award No.NHAI/BOT-I/11012/62/2005/14902 dated 28th October, 2010 (Ref 1) to the Consortium requiring, inter alia, the execution of this Concession Agreement in terms thereof.
4. It is a matter of record that, on 21st January, 2011 (Ref: 2), NHAI entered into a Concession Agreement with M/s SUPREME PANVEL INDAPUR TOLL WAYS PRIVATE LIMITED, a special purpose vehicle, incorporated under the provisions of the Companies Act, 1956 for execution of the Project on DBFOT basis in terms of the Letter of Award issued by NHAI referred to above ("Concessionaire" for short).
5. After requisite compliances made by the Concessionaire in terms of the Concession Agreement, NHAI vide its Letter No. NHAI/BOT-I/11012/62/2005/Maharashtra dated 2nd February, 2012 declared the Appointed Date as 19th December, 2011. As per Clause No.12.4.1, 910 days from the Appointed Date



was granted for completion of work. Hence, Scheduled Date of Completion of the said Project, was given as 16th April, 2014.

6. We, the Concessionaire, were duly committed to execute the said Project in a planned manner so that the said Project could be completed on time. However, due to certain reasons beyond our control, the said Project work came to be delayed since outset. In this regard, we addressed several letters and communications informing the repeated impediments faced by us during the implementation of the said Project and thereby seeking co-operation from your Department as the delay was absolutely beyond our control. That despite these hurdles we strived our best and we fully mobilised all Machinery & Tools, Technical personnel and labour to complete the said Project within the stipulated time.

7. It may be noted that despite employing all resources and being capable of performing its part of the contract, the progress couldn't be maintained owing to unavoidable circumstances and as a direct consequence of the above said hindrances faced by us at project site due to defaults of NHAI in performing their obligations set out in conditions present. This was always brought in the knowledge of the department and accordingly extensions were granted to us from time to time by NHAI acknowledging its defaults.

8. Admittedly the delay in land acquisition and handing it over to the Concessionaire has been the major issue in non-completion of the project in time, which was the sole obligation of NHAI in terms of the Concession Agreement.

As per Clause No.10.3.4, for land acquisition, the Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date the Right of Way to the Concessionaire in respect of all land.

From time and again since March 2012, problem as regard to non-availability of vacant and unencumbered land for free and unrestricted use as envisaged in Article 10 of Concession Agreement is regularly apprised to the Authority vide multiple communications but all went in vain.



Up to 16th June, 2014, i.e. on expiry of 910 days (100% of scheduled construction period), unencumbered ROW made available by the Authority for construction is only 22.35 km on LHS and 27.55 km on RHS as against 84.60 km on each side i.e. 24.05 Km length is made available.

NHAI had promised to hand over all the encumbrances' free land (excluding Eco Sensitive Zone land) to the Concessionaire by June, 2015 during the 1st Extension of Time i.e 31st March, 2016. However the land as made available as on that date is only 73.50 Km, which may kindly be noted.

Thereafter, Tripartite Agreement has made and as per this 2nd targeted date of completion of project was 31st March, 2018 but till that date 75.70 Km length was pending to make available for Construction.

Also, till the 3rd revised (As per EOT application) date of completion 30th June, 2019 there are land problem in 4.6 Km.

Even as on today the balance land still not handed over is 2.57 Km.

9. In the light of above facts and circumstances, we hereby give parawise reply to your Notice as hereunder:

10. With respect to Para Nos.1 to 4, it is submitted that the contents are a matter of record and thus no comments are offered.

11. The contents of para 5 are denied. It is completely wrong and incorrect to state that the progress of the work had not been as per the required and agreed standard and pace from the beginning of the said Project as alleged. Contrary to the allegations made by NHAI in para No.5 of the Notice. It was NHAI who committed defaults and utterly failed to make compliances of the condition precedent enumerated in the Concession Agreement entered into by between NHAI and Concessionaire. These defaults are evident from the following facts and documents:-

A. Your attention is drawn to our letter No.SPITPL/P-NHAI/2013-14/1319 dated 16th April, 2013 we had brought to the kind notice of the Authority that



the land available for development of Project Highway was 65.77% and requested the Authority to shift 1st Milestone by 135 days on account of non-availability of Land. The said proposal was reviewed by Independent Engineer and forwarded to NHAI vide letter No.PIP/IE/NHAI/2013/1150 dated 07th May, 2013 (Ref 6) with recommendation of shifting of 1st Milestone by 135 days. The said proposal was duly approved by your Authority after considering that factors responsible for the delay in achieving 1st milestone was not attributable to any fault on our part.

B. Further, it is worthy to note here that NHAI by its Letter No.NHAI/PIU-PANVEL/P-IE/EOT/2016/952 dated 22nd June, 2016 (REF 6) revised the date of 1st Mile Stone to 1st May, 2013 from the Scheduled date of 19th December, 2012 and for 2nd Mile Stone it was raised to 31st October, 2015 from the Scheduled date 19th December, 2013.

C. In our recent letter No.SPITPL/P-NHAI/2020/HO/6193 dated 15th October, 2020 (Ref.No.2) we have cited valid reasons due to which the progress of the said Project was not upto the expected level for reasons which are not attributable to the Concessionaire. For the sake of brevity, we are not repeating the same.

D. It is reiterated that one of the main hurdle for slow progress of the construction work was encumbrance free land. Till the scheduled completion date, NHAI was able to provide only 24.05 km (Equivalent to 4 lane land) i.e. 28.43% for construction as against 84.60 km. This simple fact by itself speaks volumes and needs not to be elaborated.

E. It is thus evident to mention that the land which was provided by NHAI was not encumbrance free land. Moreover, the land was provided in piecemeal basis because of which it became impossible for the Concessionaire to carry out construction work in an efficient and planned manner and to complete the same as per scheduled date.



F. Because of the aforesaid compelling reasons we informed NHAI vide our letter bearing No.SPITPL/P-NHAI/2014-15/2941 dated 24th May, 2014 the status of land acquisition, which clearly demonstrates the failure of NHAI to provide encumbrance free land/site for us to execute the work as planned, in accordance with Clause 10.4 of Concession Agreement.

12. With reference to Pre-numbered Para No.5, it is submitted that vide NHAI's letter dated 29th November, 2011 it has been wrongly stated that the condition of existing road is not traffic worthy. In response thereto, by our letter bearing No.SPITPL/P-IE/2015-16/3658 dated 14th March, 2016, we brought to your kind notice that we had spent Rs.56.880 Crores towards maintenance, out of which only a sum of Rs.19.20 Crores was paid to us by NHAI in the year 2018. It is submitted that details of expenditure of Rs.56.88 Crores were duly submitted to the NHAI.

In addition to the above, the reasons for maintenance and pavement rectifications of road are as under:

- a) Prolonged and excessive use of Project Highway due to unresolved land issues, utility shifting and encroachments.
- b) Unexpected heavy monsoon in year 2018, 2019 and 2020.

Under the aforesaid facts and circumstances, we cannot be held responsible for necessity to maintain the road in traffic worthy condition. We have taken all initiative to maintain the road and the same is duly motorable.

13. With reference to Para No.6, the contents of the same are the matter of record and thus no comments are required.

14. With reference to Para No.7, we state that the non-completion of the said Project by 31st March, 2018 cannot be attributed to the Concessionaire and the same was because of the various hindrances / prolonged / unresolved issues and causes which was still existing at project as on 31st March, 2018 and these facts duly mentioned in our above letter No.SPITPL/P-NHAI/2020/HO/6193 dated 15th October, 2020 reiterating the same. These facts are reiterated as under for the sake of convenience of your goodselves.



"Delay in providing encumbrance free right of way to site. As on 16th June, 2014 Only 24.05 km (land equivalent 4 lane) was made available to us as against 84.60 km (28.43%). It is pertinent note that as on extended date of completion date i.e. on 30th June, 2016 100% encumbrance free land was not made available to us for completing the said Project on scheduled date. Even as on the re-revised date 31st March, 2018 (as mentioned in Tripartite Agreement) 100% encumbrance free land was not available for the construction of road. The total 10.10 Km (2-Laning) of length of ROW was affected. The land which is being provided by NHAI was not encumbrance free land and also provided in bits and pieces, in discontinuous stretches because of which the Concessionaire was not in a position to carry out construction work in an efficient and planned manner which ultimately caused prolongation of Project.

- a) Working permission for Karnala Bird Sanctuary area (from Km.7+500 to Km.11+000) has been obtained as conveyed by NHAI vide their letter NHAI/PIU/PNVL/P-1/NH-17/Forest/2016/2970 dated 19th December, 2016. Thereafter, work was started and major work has since been completed except Noise Barrier, Monkey ladders etc.*
- b) GADs including structural detailed designed drawings have been approved of Kharpada ROB at km 15+480 corresponding Railway Ch. 90/973 vide NHAI letter No.1121 dated 08th September, 2012.*

Final approval from the Commissioner of Railway Safety (CSR) has been received in month of August' 2014 vide sanction letter Nos.BB/22/2014-15 & BB/22/2014-15 dated 13th August, 2014 for ROB Kharpada after a inordinate delay of almost more than 2 years.

- c) Pen ROB at Ch .28+223.: As per Concession Agreement there was a single span of RCC/PSC Girders, but on demand of Railway its converted into steel girders of three span, due to which major time period was lost in preparation in design, drawing and approval from Railway and RITES. Then manufacturing, transportation erection etc. COS proposal was submitted on 31st March, 2018*



and approved by NHAI on 08th March, 2019. This ROB has completed in August 2019.

- d) ROB at Ch .33+670 : As per Concession Agreement there were PSC girders but due to increase in span it was redesigned into Steel Girders, due to which major time period was lost in preparation of design, drawing and approval from Railway and RITES. Then manufacturing, transportation erection etc. COS proposal was submitted on 31st March, 2018 and approved by NHAI on 08th March, 2019. This ROB is completed in July 2019.

- e) Relocation of Reliance Gas pipe line (690mts).

Reliance Gas Pipeline falls on the Vadkhal Bypass alignment from Ch.33+150 to 33+760 & Ch. 31+240 to 31+320 (690m) affecting 11 Nos. of Pier foundation of Vadkhal Bypass Flyover. The pipeline also crosses the alignment at Ch. 31+240 & 31+320.

Ultimately, it was finally decided to accommodate the Reliance pipe line as it is and where it is by changing the spanning arrangement of Flyover as assured in the meeting called by the District Collector on 15.07.2015. Thereafter, drawings / drawings for changes in piers and span arrangement concurred which affected and prolonged the period of construction upto June 2019.

- f) Relocation of electric utilities(HT, LT poles, River Crossing etc.)

As land was not available in continues stretches the work of shifting of Electrical Utilities had been hampered due to non-shifting Electrical Utilities that affected the total length of 21.05 Km on RHS and 4.85 Km on LHS. The work was supposed to be executed in co-ordination with MSEDCL. There was considerable delay in approval of estimates, drawings, design etc. by them. Now, All major Utility Shifting Works have been completed except Nagothane town.

- g) Relocation of ISPAT and CIDCO Water pipe line.(1200mm and 400mm)

Both the pipe lines, running within the four lane width of the Project Highway, were required to be relocated in the utility corridor to execute the four laning work. The affected length was 21.970 km on LHS for ISPAT pipe line,



while 3.715 km on LHS and 1.365 km on RHS of CIDCO pipe line. There was a considerable delay in shifting of pipelines resulting in stoppage of work for the above mentioned length. Shifting of CIDCO Pile line was supposed to be done by user agency, which may kindly be noted. The affected length is more than 1.6 km.

Even as on the date of Intention to issue Termination Notice the impediments, hindrances and obstructions in the execution of works continue to exist which are affecting the progress of work and need to be resolved. The said list is only illustrative and not exhaustive and is briefly enumerated as under:

(i) Land Issues mainly at Kharpada Toll and Ramwadi. Total ROW affected length is 2.57 Km.

(ii) Pending approval of COS of Kolad VUP.

(iii) Construction of Additional VUP at JSW gate is very slow as being executed by other agencies directly by you.

(iv) Execution of COS amounting Rs. 131.0Cr. After start of work so many changes, additional works are encountered on the basis of public/Minister's grievances which requires additional resources and time for execution. It is huge delay in approval of change of scope.

It is pertinent to mention here that no extra time period has been considered for the execution of the same which is totally erroneous, unjustified as well as not tenable. The same needs to be considered.

The list of such item is as under:

Sr No	Proposal Details	Date of first submission to IE	Issue of COS order by NHA	Current Status	COS	Cost of Work executed in Cr.	Execution Start on
					Amount in Cr.		
1	PUP to VUP at Ch- 1+230 (Palaspe)	20-09-'17	08.03.19	Approved	7.710	7.19	02-11-17



2	Mitigation Measures in Karnala Bird Sanctuary Area-	11-03-'13	06.05.16	Approved	58.160	39.00	01-03-17
3	PUP under Kharpada Bridge approach At Ch 16+382 and LHS service road	24-10-'17	08.03.19	Approved	2.574	0.85	08-03-17
4	PUP At Balivali (Ch 21+113)	20-02-'18	08.03.19	Approved	2.454	1.42	23-03-17
5	Underpasses in Pen City	24-09-'12	28.10.16	Approved	11.87 0	11.00	31-05-17
6	PUP at Kandle pada 30+680	20-02-'18	08.03.19	Approved	0.348	0.16	15-01-17
7	Increase in length of Wadkhal Bypass by 805m	23-04-'13	28.10.16	Approved	1.842	1.75	19-04-17
8	Wadkhal Bypass Service Road and culverts	20-02-'18	04.03.20	Approved	25.880	18.78	02-05-17
9	New Bridge at Ch 72+936 Kundalika	17-11-'16	08.03.19	Approved	4.203	0.22	18-03-20
10	Modified VUP at Ch- 73+760 (Kolad)	04-02-20	Pending	Pending with NHAI	4.410	0.00	-
11	Increase in length of	31-03-'18	08.03.19	Approved	8.949	9.40	05-03-19



	<i>Wadkhal ROB at Ch: 33+670</i>						
12	<i>Additional Culverts at Various locations</i>	<i>26-12-13</i>	<i>28.10.16</i>	<i>Approved</i>	<i>2.160</i>	<i>1.35</i>	<i>31-05-16</i>
13	<i>Increase in length of Pen ROB at Ch: 28+223</i>	<i>31-03-'18</i>	<i>08.03.19</i>	<i>Approved</i>	<i>11.849</i>	<i>11.79</i>	<i>05-03-19</i>
14	<i>Box Culvert @ Ch.7+014</i>	<i>20-09-17</i>	<i>08.03.19</i>	<i>Approved</i>	<i>0.095</i>	<i>0.09</i>	<i>07-03-19</i>
15	<i>Box Culvert @ Ch6+870</i>	<i>20-09-17</i>	<i>08.03.19</i>	<i>Approved</i>	<i>0.187</i>	<i>0.18</i>	<i>07-03-19</i>
					130.8	103.18	

Other reasons are as stated in our letter No.SPITPL/P-IE/2020/HO/6097 dated 15.02.2020 as submitted for Request for Extension of Time up to 31st December, 2020, letter No.SPITPL/P-NHAI/2020/6128 dated 30th April, 2020 wherein request for Additional Funding has been asked for and letter No.SPITPL/P-NHAI/2020/HO/6191 dated 15th October, 2020 reply to Extension of Time granted with imposing damages by the Authority."

15. With reference to Para No.8, we state that at the time of executing Tripartite Agreement it was agreed that we will arrange the balance amount of the balance project cost. However, due to numerous impediments, hindrances and obstructions not attributable to the Concessionaire, the work has inordinately prolonged having its adverse effect on the cost and time overrun. Now due to spread of COVID-19 endemic and its aftermath when the entire world economy is affected, we too are facing financial crunches resulting in our inability to arrange the additional funding at the moment and therefore vide letter dated 4th May, 2020 we had conveyed the same and requested for additional funding of Rs.230 Cr.



Also, it is pertinent to mention here that the Independent Engineer vide his letter dated 12-05-2020 has also concurred for the reasons for increase in project cost as under:

1. Increase in the quantities of various items like reinforcement steel, embankment, soil excavation, hard rock excavation, concrete quantities, RE wall panel etc. as per site condition.
2. Increase in cost of toll plaza construction, rest area construction, highway lighting etc.

It may be noted that the concessionaire in the earlier estimate, a lump sum was assumed. Now a detailed estimate is made as per current SOR/market price.

3. Median filling in soil, selected fill for RE wall embankment, girder launching, Pile boring and other items not included in the earlier OTFIS estimate.
4. Cost of construction of ROB/steel girder was omitted in earlier estimate.
5. Additional of cost due to Steel Girder arrangement for Mahishdhara Canal at Ch. 67+878.

This was due to change of RCC girders to steel girders as per site condition and to increase the speed of construction, and this led to additional increase in cost.

6. Due to delay in the construction period, EPC contractors are demanding current SOR/market rate for balance works.

All the above reasons resulted in increase in quantities and few additional items.

All these issues were also discussed in various OTFIS committee meetings.



In view of what is stated as above, the requirement of Additional funding has arisen, over and above the earlier OTFIS funding of Rs.540 Crores.

The Concessionaire cannot be faulted for the same and thus the Authority should bear this additional increase in cost as above.

It is pertinent to mention here that under the said circumstances that nation had undergone severe lock down for the period from 24th March, 2020 to 03rd May, 2020. Immediately after lifting of lock down on 03rd May, 2020 we had communicated with your goodselves and brought to your kind notice that the situation as on date. It is also very pertinent to add here that the nation has still not completely lifted the lock down and certain restrictions are still being faced by the nation due to the COVID 19 lockdown.

Under the said circumstances the said request for additional funding matter was discussed in recent various OTFIS meetings and the same has been under consideration and in the meanwhile we submitted the proposal for Additional Funding and also applied for extension of time.

It is submitted that the Concessionaire is thus very hopeful that NHAI will help in arranging additional funds. In furtherance thereof, we were also instructed in March, 2020 to do the traffic survey for realistic calculation of fee collection based on present traffic intensity. The program of doing traffic survey was also planned but due to the spread COVID-19 Pandemic it could not be started.

However, we have now resumed the talks with our bankers on the issue of arrangement of financial resources and will also keep you informed about the progress of the same.

16. With reference to Para No.9, we state that as on date about 50 km of project highway (4-Laning) is completed. As your goodselves are aware that for completion of 75% of the Work, only 63.45 km was required to completed, we assure you that we will be able to complete 63.45 km mandatory project highway length by 15th November, 2020 in the stretches which was jointly inspected and was informed vide our letter



No.PIP/IE/SPITPL/2020/6814 dated 16th September, 2020. We tried hard to complete as per schedule but heavy monsoon prevented it and the monsoon is still continuing, as a result of which we were unable to lay the BC over 9.5 km of DBM surface.

It is pertinent to note that at Toll No.1 PQC, Overhead Canopy, Cash collection way (tunnel) are almost complete in the available width of Road. The construction of Toll building is pending due to land issue and we will immediately start the said work once the land issue is resolved.

It is submitted that at Toll No.2 PQC and Cash collection way (tunnel) are completed. Toll building is also completed upto Plinth Level and we are planning to start overhead canopy and balance work of Toll Building.

17. With reference to Paragraph No.10, we state that in Sukheli Khind rock cutting and drainage construction is in progress. For RE Wall work in Stretch 42+300 to 64+300 we have already conducted a meeting in PIU-Panvel office with the owners of RE panel agency M/s. VIVA in the presence of Independent Engineer & Project Director. M/s. VIVA assured and promised that they will mobilise extra resources to complete the balance work in scheduled time.

As far as allegation of slow progress at ch.72+250 and ch. 68+878 is concerned, it may please be noted that initially only 0/00 to 42/00 Kms of stretch was under consideration to start of Fee collection at Kharpada. It may please be appreciated that our first target was to complete the work from Ch.0+000 km to 42+300 km and accordingly we had slowed down major activities in other stretches, so that the maximum balance OTFIS funding could be utilised in completion of whole work from Ch.0+000km to 42+300km and avail the PCOD facility at Toll of Ch.15+000 km (kharpada).

However, we have been informed now that the said condition of the concession agreement is revised and that development of 75% length of Project Highway is also required to enable achievement of PCOD.



Further, it is pertinent to mention here that the design and method of construction has been changed i.e. RCC girders are converted in Steel Girders (As discussed in OTFIS meetings) for fast construction of these deliberated Bridges. So, additional time will be taken for soil investigation, re-design and drawings etc. Concessionaire has submitted request to the authority for additional cost as required for steel girders.

18. With reference to Paragraph No.11, it is stated that the main reason for slippage in the given target dates in Section I and Section 2 was because of time consumed in undertaking RE panel works for stretch from 38+000 km to 84+600 km and the non-availability of selected earth as required to fill along RE panel is the main reason for delay. We are always struggling to find out the sources of suitable earth required for said stretches. Delay in erecting the RE panel adversely affected the construction of succeeding crust layers. At present, spread COVID-19 pandemic has a serious impact on the requirement of labour for RE panel work as all labourers had migrated to their respective native place almost for the period from 20th March, 2020 to 30th June, 2020. Thereafter, the monsoon rains started. Due to these factors RE panel work could not be done because of closure of Earth filling/ sources /Quarry etc. during monsoon season.

19. With reference to Paragraph No.12, we strongly deny that we failed miserably in performing the obligation to complete the said Project within the stipulated time period and to comply with the provision of OTFIS Agreement for completion of the said Project and we also deny that there is any carelessness and lack of interest on our part in the project. It is very sorry to state that the compelling reasons, as aforesaid, have been misunderstood as carelessness and we seek your pardon to please take into consideration the circumstances faced by us.

We would like to inform you that, besides the original scope of works we have executed the Additional Work of COS over and above the items as envisaged in the Concession Agreement amounting to Rs.102 Crores (approximately) since April, 2017. Also, Concessionaire has executed the work of Pavement Rectification work of Rs.25.00 Crs.



It is submitted that these works were not the part of original work but were ultimately included / added in the said Project. Original activities are inter-linked with COS activities. Thus, the Progress of both works is inter-dependent on the progress of other work and consumed our additional time.

For the sake of clarity, it is stated as illustration that the Concessionaire has executed the works of Pen City COS, PEN ROB, Wadkhal ROB, Karnala COS, Service Road and Additional Culverts at Wakhal by Pass etc. at the same time along with the original scope of work. Due to delay in approval of COS, the original work stretch work could not be undertaken and have resulted in prolongation in the overall completion of the work which was not envisaged in stipulated completion time of Project.

20. With reference to Paragraph No.13, it is hereby submitted that we have already dealt with this issue in earlier paras. We deny that the Concessionaire failed to perform its obligation under the Concession Agreement, causing inordinate delay in completion of the Project as per Clause 12.4 of the Concession Agreement thereby causing irreparable loss to the Authority besides exposing the road-users at risk.

21. With reference to Paragraph No.14, we humbly to state as under :

(i) Maintenance of Road and Pavement Rectification (Rs. 38.18Cr+26.59Cr): It was informed vide our letter dated 29th November, 2011 that the condition of existing road is not traffic worthy. Also vide our letter No. SPITPL/P-IE/2015-16/3658 dated 14th March, 2016 we brought to your kind attention that we have incurred an additional cost of Rs.56.880 Cr towards maintenance, out of which only Rs.19.20 Crores has been paid to us by NHAI in year 2018.

Reasons for maintenance and pavement rectifications of the road are as under:

- a) Prolonged and Excessive use of Project highway due to unresolved land issues, utility shifting and encroachments.
- b) Unexpected heavy monsoon in years 2018, 2019 and 2020.



c) Lots of Access permissions being given by the Authority and Independent Engineer to the owners of Hotels, Dhabas, Shops and Petrol Pumps, who are developing their lands / plots over the FRL of the Project highways. As a result of which excess flooding over developed project is caused which is damaging BC / DBM surfaces badly. To rebuild the same we are incurring additional cost as well as devoting our time.

Under the aforesaid facts and circumstances, now NHAI cannot charge the amount of maintenance and pavement rectifications cost to the Concessionaire and hence the same is not acceptable to us at all. The entire cost burden, if any is exclusively due to prolongation of the construction period and due to reasons not attributable to the Concessionaire at all. Consequently, the question of Risk & cost does not arise, and the same is wrong, unjustified and patently illegal and not tenable at all and Concessionaire is not liable to pay the same.

(ii) Incident Management (11.79 Crores): Generally, patrolling vehicles and First Aid is required at location of Tolls during fee collection. But, NHAI has provided the same on their own during the construction period. Also, the numbers of vehicles deputed for patrolling and First Aid facility is not as per contract and is totally unjustified. The same is necessitated only because of prolongation of contract for reasons not attributable to concessionaire and the same is wrong, unjustified and not tenable.

Regarding the progress of the work of Mahisdara and Canal Bridge we have already stated our view in earlier Para. Moreover we had submitted the facts and figures vide our Letter No.SPITPL/P-IE/2019/HO/03/03 dated 16th September, 2019.

22. With reference to Paragraph No.15, it is humbly stated that we have already conveyed in detail vide Our Letter No.SPITPL/P-NHAI/2020/HO/6193 dated 15th October, 2020 the various reasons, hindrances and obstructions which resulted in our inability in completion of said Project and which led to the Prolongation of Contract by the various extended dates .

23. With reference to Para No.16 and 17, we strongly deny the contents of the said letters and also specifically deny that the Concessionaire has breached on various fronts



under the Clause 37.1.1 (c), (d) and (g) of the Concession Agreement and is not capable of completing the Project as alleged.

24. With reference to Paragraph Nos.19 and 20, (twice numbered), we specifically deny that we have committed any material breach of the Concession Agreement. It is denied that and we have not cured the default despite being given sufficient and repetitive opportunities to cure the defaults and despite repeated reminders, notices and request as alleged. We strongly deny that any kind of inaction would set a wrong precedent for future actions of the authority as alleged. We are ready and willing to complete the balance work of the said Project as early as possible, but due to present COVID-19 pandemic situation we are facing difficulty in completion of the balance work of said Project.

Without prejudice to the above, we have incurred incidental expenses for the said project which we submit for your reference and appraisal summarized as under:-

Sr. No.	Particulars	Provisional Amount in Rs.
1	Reimbursement of costs incurred on account of intensive repair of the project Highway and service road beyond our scope.	Rs.93 crores
2	Damage for delay by the Authority in fulfilment of condition precedent as per Article-4.2.	Rs.9.42 crores
3	Compensation on account of prolongation of machinery by EPC contractor.	Rs.350 crores
4	Compensation on account of prolonged use of overheads by EPC contractor and concessioner.	Rs.276 crores
5	Compensation on account of interest paid/payable to the lenders/investors in the project due to prolongation.	To be quantified
6	Non-reimbursability of maintenance cost as incurred by the Authority on account of risk and cost of concessionaire.	Rs.73.80 crores



7	Loss of toll revenue for the period beyond the scheduled period of completion reduced by period of extension allowed by the Authority.	To be quantified
8	Loss on account of locked up bid capacity.	To be quantified
9	Delay in approval of change of scope.	To be quantified
10	Non-payment of Commitment charges to the Authority.	To be quantified
11	Shortfall of revenue loan.	To be quantified
12	Price escalation cost of materials POL and labour etc.	Rs.300.24 crores
13	Payment for encroachment removal drive.	Rs.5.20 crores
14	Reimbursement of additional supervision charges paid/payable to the IE.	Rs. 15.31 crore
15	Reimbursement due to change in legislation on account of enhancement of royalty rate, MVAT and GST.	Rs.45 crores
16	Reimbursement of additional cost on account of additional work beyond the scope and time period.	Rs.230 Crores
17	Other Miscellaneous additional work expenses	Rs 55.57 Crores
18	Interest During Construction Charges	Rs.732.90 Crores
19	Commitment charges as payable to lenders	As actual. To be quantified.
20	CAR Policy and Insurance Charges	Rs.5.34 Cr.

It is for your kind information that the above incidental expenses as incurred are provisional in nature, as such may vary upon finalization.



25. Without prejudice to the above, it is submitted that as per instructions in Ref No.F.18/4/2020-PPD dated 18th April, 2020 issued by the Department of Expenditure, Government of India, the Ministry of Road Transport & Highways Transport vide its OM dated 18th May, 2020 (Ref.4), issued certain instructions thereby granting relief for contractors/developers of road sector in view of the prevailing situation due to COVID-19. Para 2(B) of the said Office Memorandum grants reliefs for all National Highways Works being executed under BOT by different agencies.

26. Thereafter, another notification came into force with effect from 30th June, 2020 (Ref.5) which clearly directed the extension of time to the contractor/concessionaire for meeting their obligations under the contract from three months to upto six months depending on site conditions. In continuation thereof, vide OM dated 6th October, 2020 issued by the Ministry of Road Transport and Highways (Ref.6) further time was extended for a period of three months for completion of the obligations by the Concessionaire.

The said Office Memorandums issued by the Ministry of Road Transport and Highways were adopted by NHAI. It is submitted that by virtue of the provisions contained in Section 33 of National Highways Act, the NHAI is legally bound to comply with the directions issued by the Government of India. It is, therefore, submitted that the Notice under reply is pre-mature, untenable in law and liable to be withdrawn for the aforesaid reasons as well.

27. It may be humbly and respectfully submitted that due to the prevailing spread of COVID-19 Pandemic in Mumbai, the office of the concessionaire is working with only skeleton staff as they are not able to attend office due to non-service of local trains and other public transport. For want of complete record, the reply is being sent based on available records and material only. The Answering Concessionaire requests for further time to make the detailed reply as and when the normal situation is restored after lifting of the lockdown in Mumbai. The Concessionaire, therefore, reserves its right to reply and request your good selves to refrain yourself from taking any undue advantage and take coercive action in these prevailing negative and adverse situation.



28. Further, without prejudice to the above, kindly take note that vide our letter dated 15th October, 2020, we had disputed your action of granting us extension of time upto 31st March, 2021 with penalties imposed with retrospective effect and also further work done as to our risk and cost and threatening to recover the amounts as purportedly spent by you at our risk and cost. As we were not agreeable to the same on merits and accordingly we have addressed a letter to the Independent Engineer with copy marked to you to amicably settle the disputes and differences that had arose between us to settle and resolve the same amicably under the ambit of Conciliation under Clause 44.1 & 44.2.

29. Further disputes and differences have now arisen with your serving us a notice which is totally non-tenable. In furtherance of Clause 44.2 and with a view to settle all the disputes and differences as raised in our letter dated 15th October, 2020 and furthermore disputes and differences and controversies as that have now arisen between us as enumerated above in this letter, and with a view to settle all the disputes, differences and controversies as raised by us till date to be resolved amicably, we hereby invoke Clause 44.2 to arrive at an amicable settlement.

30. As the matter has now been precipitated and reached serious proportions, it is now found necessary and expedient to promptly, equitably and in good faith to resolve the issues via meditation urgently.

31. We hereby call upon you to refer all the disputes and differences that have arisen between us directly to the Chairman of the National Highway Authority of India and the Chairman of the Board of Directors of the Concessionaire for amicable settlement. We further request you to arrange the meeting for amicable settlement not later than 7 days from the date of reference being made vide this letter dated 22nd October, 2020 to discuss and attempt to amicably resolve the dispute in respect of the said Project.

32. The delay in completion of the project is completely attributable to the breaches of contract committed by the NHAI by non-acquisition of requisite land and by not handing over the project site in time.



33. In view, of the detailed explanations and reasons cited by us hereinabove, it will be quite clear that the said purported notice "intention to terminate Notice" as per Clause 37.1.2 as a pre requisite to Termination as per Clause 37.1 of the Concession Agreement is bad In law and is not as per terms of the Concession Agreement and not tenable.

34. Therefore you are requested not to take any coercive action like termination of contract as threatened in your letter dated 16th October, 2020.

In view of the facts stated above, we fervently request the Authority to be considerate to the following effect:-

- i) To withdraw the notice expressing intention to terminate and allow the concessioner to complete the balance work by 31st March, 2021.
- ii) To infuse Rs.35 Cr. being the balance amount of OTFIS and additional fund of Rs.230 Cr. or any other amount which may be required to complete the project, subject to redressal of the same through the mechanism prescribed in the CA.
- iii) To handover the balance project highway and to remove the site impediments for completion of the work over the entire project highway.
- iv) Not to take any action for recovery of risk and cost execution of maintenance work.
- v) Not to levy damages while granting extension of time upto 31st March, 2021.

In the meanwhile, we hereby call upon you to maintain *status quo* of the subject contract work and not to proceed further for the termination of the contract work.

If all the impediments are removed, we assure you sir, we will be in position to complete the whole of work by end March, 2021 and the work programme for the completion of the same is enclosed herewith as Annexure IV.



We request you to kindly do the needful, as requested above.

Thanking you & looking forward to an early and favourable action at your end.

Yours truly,

For Supreme Panvel – Indapur Tollways Pvt. Ltd.


(Pankaj Sharma)
Authorised Signatory



Encls. : 1) Annexures I to III as referred above.

2) Work Programme as Annexure IV

CC to :-

1. The Chairman of the Authority of NHAI – with request to convene the meeting as requested above within 7 days.
2. The Chairman of the Board of Directors of the Concessionaire
3. The Team Leader,
Yogma Engineering Co. Ltd, Koria in Association
With Feedback Infrastructure Services Pvt. Ltd.
Plot No.20, Khnanda Colony. Sector-7
Panvel, Raigad - 410206
4. Project Director-PIU Panvel.
5. State Bank of India – Sr. Lender
Stressed Assets Resolution Group, Corporate Center,
2nd Floor, The Arcade, World Trade Center,
Cuffe Parade, Mumbai – 400 005

Annex - I

No. COVID-19/RoadMap/JS(H)/2020
Government of India
Ministry of Road Transport & Highways
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Subject: Atmanirbhar Bharat: Relief for Contractors / Developers of Road Sector

Please find enclosed OM No. COVID-19/RoadMap/JS(H)/2020 dated 18th May 2020 on above mentioned subject. I am directed to say that the aforesaid OM shall be implemented forthwith by issuing generic orders by DG (RD) & SS, Chairman, NHAI and MD, NHIDCL. As far as possible these instructions shall be applicable to all contracts and discretionary approvals at lower level shall be avoided.


(Amit Kumar Ghosh)
Joint Secretary (Highways)
18.05.2020

DG (RD) & SS

Chairman, NHAI

MD, NHIDCL

Copy to: ✓ PS to Hon'ble Minister/ Addl PS to Hon'ble MoS/ Sr. PPS to Secretary, RT&H

No. COVID-19/RoadMap/JS(H)/2020
Government of India
Ministry of Road Transport & Highways
(Highways Section)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

Dated: 18th May, 2020

OFFICE MEMORANDUM

Subject: **Atmanirbhar Bharat: Relief for Contractors / Developers of Road Sector**

As an integral part of Atmanirbhar Bharat, the following measures are hereby notified for providing relief to Contractors/ Developers/Concessionaires of Road Sector from the impact of COVID, subsequent lockdown and other measures taken to prevent spread of COVID.

2. Ministry of Road Transport & Highways, NHAI & NHIDCL will implement the following measures forthwith;

A. For all National Highway works being executed under HAM and EPC Models by different Agencies.

- (i) Schedule-H condition in Contracts to be relaxed to enable payments at monthly interval for the work completed as per specifications.
- (ii) To allow extension of time to contractors under Force Majeure Clause due to COVID pandemic as per instructions in Ref. No. F.18/4/2020-PPD of Department of Expenditure and in accordance with the contract.
- (iii) Direct payments to approved subcontractors by the Departmental authority towards works done by them wherever competent authority is satisfied that it is required for early completion of work in accordance with contract.
- (iv) Expeditious approval of change of scope whenever required and payment to the extent of work executed as per specification.
- (v) Waiver of penalty for delay in submission of Performance Security/Bank Guarantee for new contracts entered into during March 2020 to September 2020.
- (vi) Performance Security provided by contractor/supplier to be returned by the Contractee (Government Department/Agency) as is proportional to the supplies made/contract work completed as per amendment to GFR 171 issued vide F.18/4/2020-PPD by Department of Expenditure.

B. For all National Highway works being executed under BoT by different Agencies.

- i) To allow extension of concession period in accordance with the Concession agreement and DOE instructions in this regard on F.18/4/2020
- ii) Provision of revenue shortfall loan at an interest rate not more than bank rate +2% to eligible concessionaire for the amount not covered under relief granted by RBI.
- iii) Expeditious approval of change of scope whenever required and payment to the extent of work executed.


Contd...2.

C. For all National Highway tolling contract being operated by NHAI.

MORTH vide letter no. H-25016/01/2018-Toll dated 25th March 2020 conveyed that the lockdown period and the subsequent prevailing condition of low traffic due to unprecedented COVID-19 epidemic outbreak, may be treated as Force Majeure of the Concession/ Contract Agreement as per Ministry of Finance letter no. F-18/4/2020-PPD dated 19th Feb, 2020. In view of the Ministry of Finance letter no. F-18/4/2020-PPD dated 19th Feb, 2020 and subsequent instructions of MOF with regard to Force Majeure Condition, NHAI is directed to provide the undermentioned Force Majeure relief to the User Fee Collection Contractors/Agencies by dividing the entire Force Majeure period in two phases, first phase during the period user fee collection was suspended and second phase due to low traffic count post resumption of the user fee collection due to COVID-19 pandemic.

- I. 1st Force Majeure period during suspension of tolling during complete lockdown from 26.03.2020 to 19.04.2020:
 - (i) Waiver of the agreed remittance of the contractor for the period of suspension of user fee collection for the above period.
 - (ii) Reimbursement of 75 % of the Administrative & Toll Collection Expenses to be calculated based on fixed annual administrative charges on lane basis as per NHAI procedure, on account of ensuring functioning of ETC systems, security and safety of fee plaza infrastructure during the suspension period.
- II. 2nd Force Majeure period post resumption of tolling with effect from 20.04.2020 (00:00 hrs) till traffic resumes 90% of the traffic in pre-lockdown period weekly average traffic count. During this period the following has to be provided:
 - (i) Waiver of the difference between agreed remittance as per contract agreement and the estimated remittance based on the traffic data during the above period.
 - (ii) Waiver of penal interest for delayed/short remittances for the above period as per Contract provisions.
 - (iii) Reimbursement up to 50 % of the Administrative & Toll Collection Expenses to be calculated based on fixed annual administrative charges on lane basis as per NHAI procedure.
3. A Committee under the Chairmanship of DGRD&SS is being separately constituted which will examine the issues as per specified *Terms of Reference (ToR)* and recommend to MORTH further steps required to be taken to provide relief to contractors, concessionaires and developers in road sector.

This issues with the approval of the competent authority.


 18-05-20
 (Amit Kumar Ghosh)
 Joint Secretary (Highways)

To

1. DG (RD) & SS, MORTH
2. Chairman, NHAI.
3. MD, NHIDCL

Copy to: PS to Hon'ble Minister/ Addl PS to Hon'ble MoS/ Sr. PPS to Secretary, RT&I



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

प्लॉट-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/Policy Guidelines/PF Toll Plaza/2020

Policy No.17.5.79 dated 28th May, 2020

(Decision taken on e-File No.NHAI/CO/13013/20-21/09 (Comp.No.1900)

Sub: Atmanirbhar Bharat: Relief for Contractors/ developers of Road Sector-Directions for Implementation of relief to User Fee Collection Contractors on Public Funded Projects.

Ref.: MoRTH vide letter no. COVID-19/Roadmap/JS(H)/2020 dated 18.05.2020

MORTH letter cited under Ref. has approved Force Majeure relief for all National Highways Tolling contracts (for Public funded fee plazas) by diving the entire Force Majeure Period into phases. The above relief may be considered while settling Force Majeure claims of the User fee collection Contractors.

2. Based on the relief approved by Government of India, Ministry of Road Transport & Highways, following directions are being issued for quick relief to User fee collection contractors:

- I. 1st Force Majeure period during suspension of tolling during complete lockdown from 26.03.2020 (9:00 hrs) to 19.04.2020 (24 hrs) i.e. for period of 24.625 days:
 - (i) Waiver of the agreed remittance as per contract agreement of the contractor for the period of suspension of user fee collection for the above period.
 - (ii) Reimbursement of 75% of normative administrative & Toll Collection Expenses on account of ensuring functioning of ETC systems, security and safety of fee plaza infrastructure after following the due procedure in this regard:

Sl No.	No. of lanes at user fee plaza	Capping amount for reimbursement for 24.625 days (Rs. in lakh)
(a)	Upto 4 lanes (2+2)	7.59
(b)	More than 4 lanes and upto 8 lanes (4+4)	12.65
(c)	More than 8 lanes	15.18

- II. 2nd Force Majeure period post resumption of tolling with effect from 20.04.2020 (00:00 hrs) till traffic resumes 90% of the traffic in pre-lockdown period (15th March-21st march, 2020) weekly average traffic count:

- (i) Waiver of the difference between agreed remittance as per Contract and the estimated remittance to be decided by RO/PD based on the traffic data during the above period. This difference will be called as "Forgone Remittance" herein after.
- (ii) Only for this forgone remittance as brought out in Para II(i) above penal interest shall be waived .

Illustration: If agreed remittance is Rs. 100/- per day, estimated remittance is Rs. 75/- per day. Thus, waiver allowed= Rs. 25/-. In this case, waiver of penal interest shall be allowed on Rs. 25/- only.

(iii) Reimbursement up to 50% of normative Administrative & Toll Collection expenses following the due procedure in this regard and limited to the following:

Sl. No.	No. of lanes at user fee plaza	Normative Administrative & Toll Collection expenses for 1 day (Rs in lakh)	Capping amount for Reimbursement of Normative Administrative & Toll Collection expenses of the column (iii), if forgone remittance is as follows				
			90%	80%	70%	60%	50% or less
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
(a)	Upto 4 lanes (2+2)	0.41	40%	30%	20%	10%	0%
(b)	More than 4 lanes and upto 8 lanes (4+4)	0.68	40%	30%	20%	10%	0%
(c)	More than 8 lanes	0.82	40%	30%	20%	10%	0%

Illustration (i): If agreed remittance is Rs. 100/- per day, forgone remittance is Rs. 75/- per day. Thus, forgone remittance percentage=75%. In this case, the daily reimbursement of Normative Administrative & Toll Collection expenses shall be upto 25% of amount mentioned in column (iii) above.

Illustration (ii): If agreed remittance is Rs. 100/- per day, forgone remittance is Rs. 45/- per day. Thus, forgone remittance percentage=45%. In this case, the daily reimbursement of Normative Administrative & Toll Collection expenses shall be 0% of amount mentioned in column (iii) above.

3. The above relief shall be subject to signing of a Settlement-cum-Closeout agreement for no further claims by the Contractor on account of Force majeure Claims and associated issues due to COVID-19 outbreak.

4. ROs are requested to maintain all records relating to above relief given to the Contractors. PDs/ROs shall examine the same and provide relief immediately with an intimation to CO-Div, NHAI HQ.

5. Claims of Force Majeure for events except occurring during above period, shall be dealt as per provisions of the respective Contract agreements and extant policies and guidelines.

6. It may be noted that invocation of Force Majeure Clause due to COVID-19 would be held only in a situation where the parties to the contract were not in default of the contractual obligations as on 19th February, 2020.

This issues with the approval of Competent Authority.

(S K Patel)

General Manager (Coord)

To:

- i) All Officers at HQ/RO/PIUs/CMUs/Site Offices
- ii) Hindi Officer for Translation in Hindi
- iii) Library- for hosting the circular in library site.

"Annex-III"

No. COVID-19/RoadMap/JS(H)/2020
Government of India
Ministry of Road Transport & Highways
(Highways Division)
Transport Bhawan, 1, Parliament Street, New Delhi - 110001

To

Date: 03.06.2020

1. The Chairman, National Highways Authority of India, G-5 7 6, Sector-10, Dwarka, New Delhi - 110075
2. Director General(RD) & Special Secretary, Ministry of Road Transport & Highways
3. The Managing Director, NHIDCL, PTI Building, New Delhi -110001
4. Principal Secretaries/Secretaries of all States/UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
5. All Engineers-in-Chief and Chief Engineers of Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes)
6. The Director General Border Roads, Seema Sadak Bhawan, Ring Road, New Delhi - 110010
7. All CE-ROs, ROs and ELOs of the Ministry of Road Transport & Highways

Subject: Atmanirbhar Bharat: Relief for Contractors/Developers of Road Sector- reg.

Reference: MoRTH O.M. No. COVID-19/Roadmap/JS(H)/2020 dated 18th May, 2020 regarding a Committee constituted for this purpose

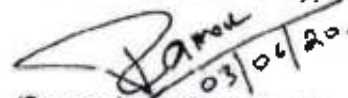
Sir

After due consideration of the representations received from the Construction Industry, the Competent Authority in the Ministry of Road Transport & Highways has approved following measures for providing urgent relief to the contractors, concessionaires and developers of road sector in view of the prevailing situation due to COVID19 for immediate implementation by all the concerned agencies.

- (i) Retention money (which is a part of the Performance Security till construction period) is recommended to be released in proportion to the work already executed in accordance with the Contract specification and further retention money from the period from 03 months to upto 06 months may not be deducted from the Bills raised by the Contractor. For HAM/ BOT Contracts, Performance Guarantee may be released on pro-rata basis of that as provided in the Contract, if Concessionaire is not in breach of the Contract.
- (ii) Extension of Time to Contractor/ Concessionaire for meeting their obligation under the Contract for 03 months to upto 06 months depending on site conditions.
- (iii) Relaxation in Schedule H to provide monthly payment to the Contractor for the work done and accepted as per the specification of the contract during the month under EPC/ HAM Contract.
- (iv) Direct payment to approved Sub-Contractor through Escrow Account.

- (v) Waiver of penalty for delay in submission of Performance Security/ Bank Guarantee in new Contract entered into during March, 2020 to September, 2020.
 - (vi) To allow Extension of Time to Consultants i.e I.E/ A.E for 03 months to upto 06 months depending on site condition. During this Force Majeure Event, they may be considered as if they were on duty.
 - (vii) BOT/ TOT Concessionaire: Before CoD, the concession period of BOT contracts shall be extended by a period equal in length to the duration of 03 months to upto 06 months. Further for loss in collection of user fee, the concession period shall be extended by a period in accordance with the Contract till the time daily collection is below 90% of the average daily fee.
 - (viii) For all National Highway Tolling Contracts, loss in collection of fee may be compensated in accordance with the Contract.
2. After receipt of the proposal from the Contractor/ Concessionaire invoking provisions under FMC, the Authority Engineer/ Independent Engineer will examine and recommend for giving relief under the above measures to the Contractor/ Concessionaire by the PD/ Executive Engineer who will approve the relief measures as mentioned above.
3. It is directed that all the measures indicated above shall be implemented by the executing agencies with immediate effect.

Yours faithfully,



(Ramandeep Chowdhary)

Deputy Secretary to the Govt. of India

Tel No: 23718575

Copy to:

1. PS to Hon'ble Minister (RT&H)
2. PS to Hon'ble MoS (RT&H)
3. Sr. PPS to Secretary (RT&H)
4. AS&FA, MoRTH
5. All Joint Secretaries in the MoRTH
6. All ADGs/CEs in the MoRTH
7. Director(NIC), MoRTH for uploading on the website

"Annex - IV"

Four-Laning of Panvel-Indapur Section of NH-17 from Km 0+000 to 34+000 in the State of Maharashtra under NHDP Phase-III on BOT Basis (Package No.-NHDP-NDL4/05).

PROGRAM FOR BALANCE WORK : ANNEXURE IV

Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
A	PROGRAM FOR BALANCE WORK FOR PCOD												
1	CH. 0+000KM TO 42+303												
a	CH. 0+000KM TO 35+480												
1	Laying Dense Bituminous Macadam												
		14+680	14+750	70.000	27-10-20	27-10-20	1						
		14+680	14+750	70.000	27-10-20	27-10-20	1						
		15+250	15+450	200.000	27-10-20	27-10-20	1						
		15+250	15+450	200.000	27-10-20	27-10-20	1						
		29+728	29+850	122.000	28-10-20	29-10-20	2						
		29+740	29+850	110.000	30-10-20	30-10-20	1						
				772.000									
2	Laying Bituminous Concrete												
		0+000	0+250	250.000	01-11-20	01-11-20	1						
		0+000	0+250	250.000	02-11-20	02-11-20	1						
		14+620	14+800	180.000	03-11-20	03-11-20	1						
		14+620	14+750	130.000	04-11-20	04-11-20	1						
		15+250	15+492	242.000	05-11-20	05-11-20	1						
		15+250	15+450	200	06-11-20	06-11-20	1						
		16+308	17+000	700	07-11-20	09-11-20	3						
		16+308	17+000	694	10-11-20	12-11-20	3						
		18+900	19+460	560	10-11-20	12-11-20	3						
		18+900	18+972	72	16-11-20	16-11-20	1						
		18+872	19+340	368	17-11-20	17-11-20	1						
		26+133	27+420	1287	18-11-20	19-11-20	2						
		27+100	28+225	1125	20-11-20	21-11-20	2						
		27+430	28+000	560	22-11-20	23-11-20	2						
		28+000	28+460	460	24-11-20	25-11-20	2						
		28+354	29+000	646	26-11-20	26-11-20	1						
		28+460	28+895	435	27-11-20	27-11-20	1						
		28+895	29+000	105	28-11-20	28-11-20	1						
		29+000	29+947	347	29-11-20	29-11-20	1						
		29+740	29+850	110	30-11-20	30-11-20	1						
		29+847	31+300	1353	01-12-20	03-12-20	3						
		30+895	31+300	404	03-12-20	04-12-20	2						
		31+300	31+375	75	05-12-20	05-12-20	1						
		31+300	31+375	75	05-12-20	05-12-20	1						
		34+550	34+635	85	05-12-20	05-12-20	1						
		34+535	35+480	945	06-12-20	07-12-20	2						
RHS	Charade Bridge			814	20-12-20	22-12-20							
LHS	Balangao Bridge			150	23-12-20	24-12-20							
	Minor Bridges			250	24-12-20	24-12-20							
3	Thermoplastic Paint - 0+000 to 35+480												



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
4	Road Furniture's												
5	Highway Lightings												
6	Toll Plaza Work at 15+150												
	Toll Plaza and Bay at Ch 16 (Booths, Canopy, Admin's office building, Furniture, Computers, weigh bridge, system) 5+5 Lanes + Overpass on each side)												
	OILC AND POC												
	b. CH. 35+480KM TO 36+300												
	Upto Subgrade	Work Being Executed by JH			01-10-20	30-11-20	31						
	GSE			820	01-12-20	03-12-20	3						
	WMM			820	04-12-20	07-12-20	4						
	DSM			820	08-12-20	12-12-20	5						
	BC			820	13-12-20	17-12-20	5						
	c. CH. 36+300KM TO 42+300												
	1. Embankment												
	LHS	37+820	38+000	180									
	LHS	38+000	38+500	500									
	RHS	37+820	38+000	180									
	RHS	38+310	38+500	190									
					25-10-20	04-11-20	11						
	2. Subgrade												
	LHS	37+820	38+500	680									
	RHS	37+500	38+000	500									
	RHS	38+000	38+150	150									
	RHS	38+310	38+500	190									
					27-10-20	06-11-20	11						
	3. GSB												
	LHS	37+500	38+000	500									
	LHS	38+000	38+500	500									
	LHS	35+480	36+300	820									
	RHS	35+480	36+300	820									
	RHS	37+500	38+000	500									
	RHS	38+000	38+150	150									
	RHS	38+310	38+500	190									
					29-10-20	08-11-20	11						
	4. WMM												
	LHS	35+480	36+300	820									
	LHS	37+500	37+798	298									
	LHS	37+798	38+000	202									
	LHS	38+000	38+500	500									
	LHS	39+400	39+900	500									
	LHS	41+910	42+050	140									
	RHS	35+480	36+300	820									
	RHS	36+540	36+910	370									
	RHS	37+220	37+798	578									
	RHS	37+798	38+000	202									
	RHS	38+000	38+500	500									



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
5	DOM				31-10-20	10-11-20	11						
	LHS	37+100	37+798	698									
	LHS	37+798	38+000	202									
	LHS	38+000	38+500	500									
	LHS	39+400	39+950	550									
	LHS	41+810	42+300	490									
	RHS	37+220	37+560	340									
	RHS	38+000	38+500	500									
	RHS	39+430	40+000	570									
6	Bituminous Concrete				02-11-20	12-11-20	11						
	LHS	34+615	37+050	2435									
	LHS	37+050	37+798	748									
	LHS	37+798	38+000	202									
	LHS	38+000	38+540	540									
	LHS	39+250	39+960	710									
	LHS	41+810	41+865	55									
	LHS	41+865	41+910	45									
	LHS	41+910	42+300	390									
	RHS	38+300	37+050	750									
	RHS	37+050	37+798	748									
	RHS	37+798	38+000	202									
	RHS	38+000	38+580	580									
	RHS	39+170	40+000	830									
	RHS	41+820	41+865	45									
	RHS	41+865	41+910	45									
	RHS	41+910	42+300	390									
					03-11-20	13-11-20	11						
7	Lane Marking				04-11-20	14-11-20	11						
8	Road Furniture's				04-11-20	14-11-20	11						
2	CH. 48+000KM TO 53+000												
	Embankment												
	LHS	37+820	38+000	180									
	LHS	38+000	38+500	500									
	RHS	37+820	38+000	180									
	RHS	38+310	38+500	190									
	LHS	47+850	48+000	150									
	LHS	48+000	48+190	190									
	LHS	48+710	49+000	290									
	LHS	49+000	49+550	550									
	RHS	47+870	47+890	20									
	RHS	49+100	49+600	500									
					01-11-20	21-11-20	21						
	Subgrade												
	LHS	41+850	48+000	150									
	LHS	48+000	48+190	190									
	LHS	48+710	49+000	290									
	LHS	49+000	49+550	550									



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
	RHS	47+870	47+900	30									
	RHS	49+100	49+630	530									
	Granular Sub base				06-11-20	26-11-20	21						
	LHS	47+800	48+000	200									
	LHS	48+000	48+200	200									
	LHS	48+670	49+000	330									
	LHS	49+000	49+610	610									
	RHS	47+870	47+900	30									
	RHS	48+700	49+000	300									
	RHS	49+000	49+590	590									
	Wet Mix Macadam				08-11-20	28-11-20	21						
	LHS	47+900	48+000	200									
	LHS	48+000	48+200	200									
	LHS	48+670	49+000	330									
	LHS	49+000	49+610	610									
	RHS	47+870	48+000	130									
	RHS	48+000	48+150	150									
	RHS	49+700	49+000	300									
	RHS	49+000	49+620	620									
	Dense Bituminous Macadam				10-11-20	01-12-20	22						
	LHS	47+790	48+000	210									
	LHS	48+000	48+210	210									
	LHS	48+660	49+000	340									
	LHS	49+000	49+635	635									
	RHS	47+860	48+000	140									
	RHS	48+000	48+160	160									
	RHS	48+660	49+000	340									
	RHS	49+000	49+635	635									
	Bituminous Concrete				12-11-20	02-12-20	21						
	LHS	47+790	48+000	210									
	LHS	48+000	48+210	210									
	LHS	48+590	49+000	410									
	LHS	49+000	49+620	620									
	RHS	47+840	48+000	160									
	RHS	48+000	48+180	180									
	RHS	48+610	49+000	390									
	RHS	49+000	49+650	650									
	Lane Marking				13-11-20	03-12-20	21						
	Road Furniture's				04-12-20	05-12-20							
					04-12-20	19-12-20							
3	CH. 59+500KM TO 64+300												
	Embankment												
	LHS	63+130	63+300	170									
	LHS	64+200	64+300	100									
	RHS	63+180	63+300	120									
					15-10-20	25-10-20	11						



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
	Subgrade												
	LHS	59+500	59+540	40									
	LHS	63+100	63+330	230									
	LHS	64+200	64+300	100									
	RHS	63+180	63+280	100									
					17-10-20	27-10-20	11						
	Granular Sub base												
	LHS	59+500	59+550	50									
	LHS	63+080	63+440	360									
	LHS	64+200	64+300	100									
	RHS	63+780	63+330	150									
					19-10-20	29-10-20	11						
	Wet Mix Macadam												
	LHS	59+500	59+540	40									
	LHS	63+080	63+440	360									
	LHS	64+200	64+300	100									
	RHS	63+180	63+330	150									
					21-10-20	31-10-20	11						
	Dense Bituminous Macadam												
	LHS	59+500	59+570	70									
	LHS	63+070	63+450	380									
	LHS	64+200	64+300	100									
	RHS	63+170	63+340	170									
					22-10-20	02-11-20	11						
	Bituminous Concrete												
	LHS	59+500	59+660	160									
	LHS	63+070	64+000	930									
	LHS	64+000	64+300	300									
	RHS	63+100	64+000	900									
	RHS	64+000	64+300	300									
					04-10-20	03-11-20	11						
	Lane Marking				04-11-20	08-11-20							
	Road Furniture's				04-11-20	19-11-20							
	CH. 66+000KM TO 67+880												
	Embankment												
	LHS	66+000	66+430	430									
	RHS	66+000	66+250	250									
					25-10-20	04-11-20	11						
	Subgrade												
	LHS	66+000	66+430	430									
	RHS	66+000	66+260	260									
					26-10-20	05-11-20	11						
	Granular Sub base												
	LHS	66+000	66+430	430									
	RHS	66+000	66+250	250									
					27-10-20	06-11-20	11						
	Wt Mix Macadam												
	LHS	66+000	66+430	430									
	RHS	66+000	66+250	250									
					28-10-20	07-11-20	11						



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
	Dense Bituminous Macadam												
	LHS	66+000	66+430	430									
	RHS	66+500	66+250	250									
	Bituminous Concrete				29-10-20	08-11-20	11						
	LHS	66+000	66+430	430									
	RHS	66+500	66+250	250									
	Toll Plaza Work at 66+500				30-10-20	09-11-20	11						
	Toll Plaza ancillary at Ch 15 (Booths, Canopy, Administrative building, Furniture, Computers, weigh bridge, system) 6*6 Lanes +Diversiac on each side				25-10-20	24-12-20							
	Toll Plaza Building				25-10-20	24-12-20							
5	CH. 69+000KM TO 72+000												
	Embankment												
	LHS	69+000	69+230	230	01-11-20	11-11-20	11						
	Subgrade												
	LHS	69+000	69+230	230	02-11-20	12-11-20	11						
	Granular Sub base												
	LHS	69+000	69+230	230	02-11-20	12-11-20	11						
	Wet Mix Macadam												
	LHS	69+000	69+230	230	03-11-20	13-11-20	11						
	Dense Bituminous Macadam												
	LHS	69+000	69+230	230	03-11-20	13-11-20	11						
	Bituminous Concrete												
	LHS	69+000	69+230	230									
	RHS	69+500	69+230	230									
6	CH. 79+600KM TO 84+600				04-11-20	14-11-20	11						
	Embankment												
	LHS	81+100	81+220	120									
	LHS	84+070	84+600	530									
	RHS	83+380	83+690	310									
	Subgrade				25-10-20	14-11-20	21						
	LHS	81+080	81+220	160									
	LHS	81+460	81+550	90									
	LHS	84+060	84+600	540									
	RHS	83+380	83+690	310									
	Granular Sub base				26-10-20	15-11-20	21						
	LHS	81+360	81+240	180									
	LHS	81+460	81+550	90									
	LHS	84+270	84+600	330									
	RHS	83+380	84+060	680									
	Wet Mix Macadam				27-10-20	16-11-20	21						
	LHS	81+080	81+240	160									



Sr. No.	Activity	Chainage			Period			Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21
		From	To	Length	Start	End	Days						
	LHS	81+480	81+550	90									
	LHS	84+270	84+600	330									
	RHS	83+380	84+000	620									
	RHS	84+000	84+060	60									
	Dense Bituminous Macadam				28-10-20	17-11-20	21						
	LHS	81+050	81+250	200									
	LHS	81+450	81+550	110									
	LHS	84+050	84+600	550									
	RHS	83+230	84+000	770									
	RHS	84+000	84+070	70									
	Bituminous Concrete				29-10-20	18-11-20	21						
	LHS	80+490	81+000	510									
	LHS	81+000	81+570	570									
	LHS	84+020	84+600	580									
	RHS	83+250	84+000	750									
	RHS	84+000	84+500	500									
	Lane Marking				30-10-20	19-11-20	21						
	CH. 66+000KM TO 67+680			1680									
	CH. 69+000KM TO 72+000			3000									
	CH. 79+600KM TO 84+600			5000									
	Road Furniture's			9680	20-10-20	20-11-20	32						
	CH. 66+000KM TO 67+680			1680									
	CH. 69+000KM TO 72+000			3000									
	CH. 79+600KM TO 84+600			5000									
	7 BALANCE STRETCHES			9680	20-11-20	15-12-20	26						
	1 CH. 42+300KM TO 46+000	42+300	46+000	3700									
	2 CH. 53+000KM TO 59+500	53+000	59+500	6500	15-10-20	25-03-21	161						
	3 CH. 64+300 to 66+000	64+300	66+000	1700	15-10-20	25-03-21	161						
	4 CH. 67+680 to 69+000	67+680	69+000	1320	15-10-20	25-03-21	161						
	5 CH. 72+000 to 77+000	72+000	77+000	5000	15-10-20	25-03-21	161						
	6 CH. 78+760 to 79+600	78+760	79+600	840	15-10-20	25-03-21	161						
	Total Length			19560									
	8 MISCELLANEOUS WORK												
	1 Major Bridge Rehabilitation				01-10-20	25-01-21	116						
	2 Minor Bridge Rehabilitation				01-01-21	25-01-21	24						
	3 ROB Rehabilitation				01-01-21	25-01-21	24						
	4 Construction of Bus Shelters/ Bus bays				01-01-21	25-03-21	83						
	5 Major / Minor Junctions				01-01-21	25-03-21	83						
	6 Other Misc. Works				01-01-21	25-03-21	83						

