

Madhya Pradesh Urban Development Company Limited

(CIN No. U75110MP2015SGC034139)

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

Project Management Unit .

No./PMU/ENGG/2022/ LD 2374

Bhopal, Dated. 15/03/2022

ORDER

The JV firm, M/s Engineering Professional Co. Pvt. Ltd. Surat and M/s South Gujarat Construction Co. Pvt. Ltd. Surat (herein after referred to as "Contractor") was awarded four contracts for providing water supply services under MPUSIP Package – 3A, 3F & 5C and sanitary services under MPUSIP Package – 5G. The Contractor was required to complete for design and build period within 850 days as per Clause 9.2 of GCC read with Clause 9.2 of Particular Conditions of Contracts. However, the Contractor has failed to complete the works for which the contracts were awarded to it and demonstrate significant progress as per contractual terms and conditions. Contractor's poor progress and non-achievement of milestones have adversely affected the deliverable stipulated in the contracts. The general public of the project towns is deprived of access to potable drinking water/ sanitary facilities due to contractor's sluggish mobilization of resources for expediting the work progress.

Despite 3 time-extensions, the physical progress of works in packages 3A and 5G is **48.50 % and 64.40 %** respectively and there is a slippage of **60% and 83%** (for the calendar year 2021) and a slippage of **81% and 12%** (for the calendar year 2022) from the self-committed financial targets for the packages 3A and 5G. The physical progress of works in packages 3F and 5C is **6 % and 34.40 %** respectively and there is a slippage of **100 % and 76 %** (for the calendar year 2021) and a slippage of **100% and 100%** (for the calendar year 2022) from the self-committed financial targets for the packages 3F and 5C. This clearly demonstrates extremely slow progress of works and failure of the contractor in achieving self-committed physical and financial progress. The contractor has even failed to submit the Service Improvement Plans (SIPs) of the project towns which is the prerequisite and contractual obligation in accordance to clause 3.3 of section 6: Employer's requirement

During the hearing on 7.03.2022, the Managing director of M/s EPCPL (JV) was apprised of the progress achieved by the contractor in the prescribed formats-V which clearly stipulates the date of availability of land/site and date of approval of design-drawings of various components/sections (*taking into consideration delay in submission/approval*) in the packages 3A, 5G, 3F & 5C and the achievement of progress against the targeted progress (*since the time lapsed*).

Contractor is found to be non-serious in executing the agreed works and the same amounts to a fundamental breach of contract. Material available on record including the recommendations of the concerned Project Managers, PIU's and PMC, establishes fundamental defaults on the part of the Contractor. The Contractor has failed to achieve the self-committed physical and financial targets. Even the oral representation made by the Managing director of M/s EPCPL (JV) during hearing held on 07.03.2022 have not been found convincing.

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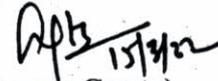
The Contractor even failed to submit Performance Bank Guarantee and execute the agreement of package MPUSIP-6F as per Clause 45.1 read with Clause 19.3 of ITB, thereby resulting in delay of entire process of contract award and execution of the works thus depriving the general public of the project towns of access to potable drinking water facilities.

Thus, as per Madhya Pradesh Urban Development Co Ltd. Order No. 11240/PMU/MPUDCL dated 17-12-2021, both the joint ventures firms i.e., M/s Engineering Professional Co. Pvt. Ltd. Surat and M/s South Gujarat Construction Co. Pvt. Ltd. Surat stand blacklisted from the date of service of this order for a period of three (3) years with immediate effect.

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

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

Ex/2s o/c



(Vijay Kumar Gupta)

Deputy Project Director(T-2)

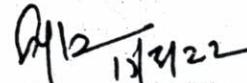
MPUDCL

Bhopal, Dated....15/03/2022

No./PMU/ENGG/2022/ 40/ 2375,

Copy to:

1. P.A. to Managing Director, MPUDC for information.
2. Additional Managing Director, MPUDC for information.
3. Engineer-in Chief, MPUDC, Bhopal for information.
4. Deputy Project Director (T-1), Bhopal for information.
5. Deputy Project Director (A), Bhopal for information.
6. Financial Controller, MPUDC, Bhopal.
7. All the Project Manager, PIU, MPUDC.
8. Team Leader, PMC(MPUSIP), Bhopal.



Deputy Project Director (T-2)

MPUDCL