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By Hand Delivery/E-mail

Ref: SK/2020/1614

Date: 7th December, 2020

To

Mr. Naresh Patil
(Former Chief Justice, Bombay High Court)
Ld. Sole Arbitrator
63, Rajgir Chambers, 7th Floor,
Opp. Old Custom House,
Fort,
Mumbai 400 001.

Sir,

Sub: Before Ld. Sole Arbitrator Hon'ble Mr. Naresh Patil
(Former Chief Justice of the Bombay High Court)

In the matter of arbitration

Between

Supreme Manor Wada Bhiwandi
Infrastructure Pvt. Ltd.

... Claimant

Vs

State of Maharashtra & Ors.

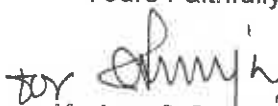
... Respondents

We are concerned for our clients the **State of Maharashtra & Ors.**, the Respondents in the captioned arbitration proceedings.

We are submitting herewith the Respondents' Counter-Claim against the Claimant, which may be taken on record.

We are simultaneously herewith serving a copy of the said Counter-Claim to the Claimant's advocates.

Yours Faithfully,


Kadam & Company
Advocates for the Respondents

Encl: As Above

Cc:

Adv. Udaya Sankar Samudrala
Advocate for the Claimant
Law Chambers of Samudrala
2, Rewa Chambers,
31, New Marine Lines,
Mumbai 400 020.

**BEFORE THE SOLE ARBITRATOR
HON'BLE MR. NARESH PATIL
(FORMER CHIEF JUSTICE OF THE BOMBAY HIGH COURT)
IN THE MATTER OF ARBITRATION BETWEEN**

**SUPREME MANOR-WADA-BHIWANDI
INFRASTRUCTURE PRIVATE LIMITED ... Claimant**

AND

STATE OF MAHARASHTRA & ORS. ... Respondents

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**BEFORE THE SOLE ARBITRATOR
HON'BLE MR. NARESH PATIL
(FORMER CHIEF JUSTICE OF THE BOMBAY HIGH COURT)
IN THE MATTER OF ARBITRATION BETWEEN**

**SUPREME MANOR-WADA-BHIWANDI
INFRASTRUCTURE PRIVATE LIMITED** ... Claimant

AND

STATE OF MAHARASHTRA & ORS. ... Respondents



COUNTER-CLAIM OF THE RESPONDENTS ABOVE NAMED

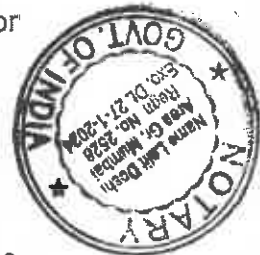
**RESPONDENTS ABOVE NAMED RESPECTFULLY SUBMIT AS
UNDER:**

1. By preferring the present Arbitration Proceedings the Claimant has disputed termination of the Concession Agreement dated 8th March, 2010 between the Respondents and the Claimant (hereinafter referred to as "the Concession Agreement") and raised several claims, though frivolous, against the Respondents as extensively set out in their Statement of Claim. Respondents have filed their Written Submissions in the application filed by the Claimant under Section 17 of the Arbitration & Conciliation Act, 1996 and Written Statement dated 9th October, 2020 in the present Arbitration Proceedings. Respondents repeat, reiterate and adopt contents of their said Written Submissions and Written Statement and the same shall construe to be a part of this Counter-Claim, as if the same have been incorporated herein in seriatim.

2. Respondents are now filing this Counter-Claim for seeking an order and direction from the Hon'ble Arbitrator inter alia

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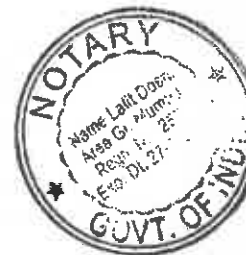
ordering and directing the Claimant to pay to the Respondents an aggregate sum of Rs. 1322,57,28,536/- (Rupees One Thousand Three Hundred Twenty Crores Fifty Seven Lakhs Twenty Eight Thousand Five Hundred & Thirty Six Only) along with the interest accrued thereon and for other incidental reliefs.



3. Brief background of this Counter-Claim is as under:
- 3.1 Pursuant to the Concession Agreement dated 8th March, 2010 r/w Work Order No. 1 dated 11th October, 2010 r/w Work Order No. 2 dated 26th July, 2013, the Claimant was awarded the work of four laning of Manor-Wada Road S.H. No. 34 (Km 29/550 to Km 53/800) (24.200 Km) and Wada-Bhivandi Road S.H. No. 35 (Km 49/000 to Km 89/070) (40.700 Km) totalling to 64.32 Km (hereinafter referred to as **"the Project Road"**) and construction of bypass on Wada-Bhiwandi Road S.H. 35 Vishabharati Fata-Bhinar-Wadapa Junction on N.H. 3 (Km 0/000 to Km 7.700) totalling 7.700 Km (hereinafter referred to as **"the said Bypass Road"**) in Taluka Wada/Bhiwandi/Palghar in District Thane in the State of Maharashtra on BOT basis (hereinafter collectively referred to as **"the Project"**). Claimant had agreed and undertaken to complete construction of the Project Road within 24 months from the Work Order No. 1 dated 11th October, 2010 i.e. by 10th October, 2012. Claimant had further agreed and undertaken to complete completion of the said Bypass Road within 16 months from the Work Order No. 2 dated 26th July, 2013 i.e. by 26th November, 2014.

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3.2 Claimant completed four laning of 57.22 Km length of the Project Road in or around February, 2013 which was done with almost 05 months delay. Thereupon, at the request of the Claimant, they were given Provisional Completion Certificate dated 27th February, 2013. At the time of granting Provisional Completion Certificate the Claimant had left the following works incomplete:



Scope of work	Incomplete work
Four laning of the Project Road.	Work on 7.10 Km is not done.
Approach roads to bridges at Daherja and Pinjal.	Construction of approach roads is not done.
Land acquisition.	18 H. 56 R land out of total 70 H 97 R land not acquired.

Admittedly, construction of the said Bypass Road has not been completed for the various reasons which are attributable to the Claimant themselves and the Claimant has abandoned the said work. Following works of the said Bypass Road haven't been completed:

Scope of work	Incomplete work
New 4.00 Km four lane road.	Construction of the entire length is not done.
Four laning of existing 3.91 Km two lane road.	Four laning of the entire length is not done.
Construction of 01 major bridge	Construction is not done.
Land acquisition of 9 H. 51 R. Land	Land acquisition hasn't been done.

3.3 Respondents issued Toll Notification dated 1st March, 2013; and as such w.e.f. the said date the Claimant started toll collection on the Project Road. Claimant was collecting toll on the Project Road from 1st March, 2013 till termination of the

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Concession Agreement on 11th October, 2019 by the Respondents.



3.4 As per the Provisional Completion Certificate the Claimant was required to complete the above mentioned incomplete works of the Project Road and incomplete works of the said Bypass Road within the time stipulated therein. But the Claimant didn't complete the same. This amounts to a material breach of the Concession Agreement and the Claimants/Concessionaire event of default.

3.5 Pursuant to the Concession Agreement, the Claimant had agreed and undertaken to maintain, keep repaired and periodically renew the Project Road as per the specifications and standards and other requirements as set forth in the said Concession Agreement, Good Industry Practice, Applicable Laws and Applicable Permits and manufacturers' guidelines and instructions. Articles (5.1)(xvi), (9.4), (9.5) and (9.6) of the Concession Agreement lay down the obligations of the Claimant in that behalf. The obligations, which are relevant with the subject matter of the dispute, are briefly summarized as under:

(5.1)(xvi): Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Program and Good Industry Practice; and shall pay to GOM the cost of maintenance and repair works which would be carried out by the GOM in case

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of failure of the Concessionaire to carry out the maintenance of the project within stipulated time as per Schedule "O".

(9.4)(iv): Undertaking routine maintenance including prompt repairs of potholes, cracks, concrete joints, drains, line marking, lighting and signage.

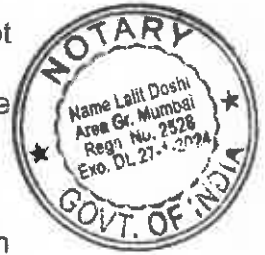
(9.4)(v): Undertaking maintenance work in accordance with Maintenance Manual and the Maintenance Programme.

(9.4)(viii): Adherence to the Safety Standards set out in Schedule "P".

(9.5): To evolve, in consultation with the Engineer-in-Charge, Maintenance Manual 120 days before the Scheduled Project Completion Date and supply minimum 10 copies thereof to the Engineer-in-Charge at least two months before Commercial Operate Date (COD). To ensure that at all times during the Operation Period the Project is maintained in a manner that it complies with the Specifications and Standards mentioned in Schedule "O" of the Concession Agreement.

(9.6): To provide to the Engineer-in-Charge on annual basis i.e. 45 days before beginning of each accounting year, proposed programme of preventive and other scheduled maintenance of the Project Road subject to minimum maintenance requirements set forth in Schedule "O". Maintenance includes replacement of equipment, consumables, horticulture maintenance and repairs to equipment, pavements, bridges, structures and other civil works which are part of the Project.

Schedule "O": This Schedule lays down the minimum maintenance requirements of the Project Road. This schedule,



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apart from routine maintenance requirements, under clause (3) mandates the Claimant to renew the entire Project Road once in every 06 years throughout the concession period. Additionally, as per clause (4) of this schedule if the Claimant fails to carry out the necessary repairs/maintenance work so as to maintain smoothness of the road surface as per the defined norms/limits, then the Respondents/Engineer-in-Charge have 02 options viz. (i) to carry out the work through an external agency/contractor or (ii) to carry out the work departmentally, both at the risk and cost of the Claimant. In both the eventualities, the Respondents are entitled to recover the cost of the work from the Claimant; and to recover penalty @ twice the cost of such work. Respondents are entitled to recover these amounts from the Performance Security available with the Respondents and to recover the shortfall directly from the Claimant.



(9.8)(e): This clause provides that if the Claimant fails to maintain and/or repair the Project Road in accordance with the specifications and standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report; and fails to commence remedial work within 30 days of the notice received from the Engineer-in-Charge then the Respondents can carry out the repair and maintenance work from the Performance Security and at the risk and cost of the Claimant. Further, if the Claimant fails to recoup the Performance Security or to reimburse the expense which cannot be met from the Performance Security the Respondents are entitled to suspend toll collection until the

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amount is realized. In such event the Claimant is disentitled to raise any claim for loss of revenue due to toll suspension.



3.6 For securing performance of their obligations under the Concession Agreement, the Claimant has furnished to the Respondents Performance Security of Rs. 8,40,00,000/- (Rupees Eight Crores & Forty Lakhs Only), which is valid and in force till date (hereinafter referred to as "**the said Performance Security**"). Therefore, as per the above quoted provisions of the Concession Agreement, the Respondents are entitled to recover from the said Performance Security the costs of repairs and maintenance of the Project Road and penalty as referred to above, if the Claimant fails to perform their said obligations and consequentially the Respondents get the said works done at the Claimant's risk and cost. Further, the Respondents are also entitled to recover from the Claimant the amount which cannot be recouped from the said Performance Security. Claimant has expressly admitted and accepted the above conditions and has never questioned or disputed the same. The said conditions are binding on the Claimant.

3.7 Claimant has been a habitual defaulter in performance of their obligations relating with repairs and maintenance of the Project Road, which were to be performed in accordance with the terms of the Concession Agreement. Such defaults had, earlier culminated into the Respondents issuing a termination notice to the Claimant in the year 2016. Claimant had then filed Arbitration Petition No. 66 of 2017 before the Hon'ble

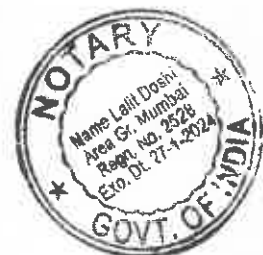
Bombay High Court. In pursuance to the directions given by the Hon'ble Bombay High Court, the Claimant had then carried out repair and maintenance work on the Project Road as per the suggestions of MERI and under MERI's supervision. MERI had submitted its final report on 10th April, 2017. In view of the above the Arbitration Petition No. 66 of 2017 was disposed of and no action was taken pursuant to the termination notice then issued.



3.8 Repair work carried out by the Claimant in the beginning of 2017 didn't last long. Further due to the Claimant's subsequent default in maintaining the Project Road, its condition deteriorated. Therefore, in November, 2017, the Respondents, through tendering process appointed one Shivsai Construction for filling up potholes on Bhinar to Wadape stretch of the Project Road. Pertinently appointment of the said Shivsai Constructions has been admitted by the Claimant in para (4)(j)(i) of the SoC. Work order dated 27th November, 2017 was issued to the said Shivsai Construction. Hereto annexed and marked **EXHIBIT "A"** is a copy of the said work order dated 27th November, 2017. Against the Respondents' estimated cost of Rs. 2,48,32,706/- (Rupees Two Crores Forty Eight Lakhs Thirty Two Thousand Seven Hundred & Six Only) the said Shivsai Construction had submitted its bid for Rs. 2,23,50,062/- (Rupees Two Crores Twenty Three Lakhs Fifty Thousand & Sixty Two Only) and the same was accepted by the Respondents. However, the actual cost of the work so carried out by the said Shivsai

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Construction was Rs. 2,18,71,179/- (Rupees Two Crores Eighteen Lakhs Seventy One Thousand One Hundred & Seventy Nine Only). Hereto annexed and marked **EXHIBIT "A-1"** is a copy of the Running Account Bill as accepted by the Respondents and **EXHIBITS "A-2"** is a copy of Memorandum of Payment thereof.



3.9 Respondents were expecting that after disposal of the Arbitration Petition No. 66 of 2017 the Claimant would carry out the necessary repair and maintenance work on regular basis, undertake renewal of the Project Road once in every 6 years from COD as per the terms of the Concession Agreement and also carry out and complete the incomplete works of the Project Road and incomplete works of the said Bypass Road. But despite notices and reminders by the Respondents, the Claimant failed, neglected and avoided carrying out the said works. Hereto annexed and marked **EXHIBIT "B" (Colly)** are copies of the Respondents' letters dated 29th January, 2018, 25th May, 2018, 20th August, 2018, 3rd September, 2018 and 3rd October, 2019 to the Claimant. Also hereto annexed and marked **EXHIBIT "B-1" (Colly)** are copies of the complaint letter dated 20th May, 2019 of Shramajivi Sanghatna, letter dated 1st July, 2019 of Swabhiman Sanghatna, letter dated 16th July, 2019 of Shramajivi Sanghatna and letter dated 30th July, 2019 of the Sarpanch, Kudus Village Panchayat, wherein these associations/entities had raised public voice against the worst condition of the Project Road. Last roughness index test on the Project Road was conducted by MERI in October, 2019,

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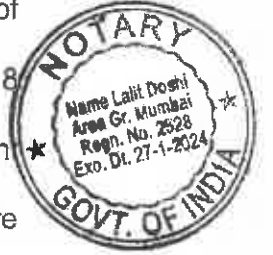
which showed that the average roughness index was above the prescribed limit. Hereto annexed and marked **EXHIBIT "B-2"** is a copy of MERI's roughness index test report of October, 2019. It is also pertinent to note that on account of worst road conditions on the Project Road, approx. 64 accidents occurred thereon in the year 2018-2019 taking toll of 32 human lives, including death of a young lady doctor on 9th October, 2019. All the facts and supporting documents set forth hereinabove substantiate that the Claimant had grossly failed, neglected and overlooked to carry out the necessary repair and maintenance work of the Project Road, to renew the Project Road in accordance with the terms of the Concession Agreement and to complete the incomplete pending works of the Project. These constituted events of default on the Claimant's part. Hence the Respondents lawfully and validly terminated the Concession Agreement on 11th October, 2019.



3.10 After termination of the Concession Agreement, the Hon. Secretary (Roads), on 13th October, 2019, inspected the Project Road and observed that it was heavily damaged and was dangerous for traffic. The Hon. Secretary (Roads) therefore, gave instructions for undertaking immediate repairs to the Project Road, for completing the incomplete works and construction of the said Bypass Road. Hereto annexed and marked **EXHIBIT "C"** is a copy of Inspection Note of the said inspection dated 13th October, 2019.

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3.11 As Election Code of Conduct was in force at that time, it wasn't possible for the Respondents to undertake the necessary repairs through tendering process. Therefore, the Respondents, as per the authority vested in them vide Govt. of Maharashtra, PW Dept. GR dated 27th September, 2018 decided to award the necessary repair work of different stretches of the Project Road to the contractors who were already executing some other works for the Jawhar Division of the Respondents. Accordingly:



- (a) vide sanction letter bearing No. 6522 dated 16th October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of one stretch of the Project Road i.e. Manor-Wada Road S.H. No. 34 (Km 29/550 to Km 53/800) and Wada-Ambadi Road S.H. No. 35 (Km 64/000 to Km 69/000) with BM to Mr. Jayant V. Ambavane at the cost of Rs. 1,42,91,049/- (Rupees One Crore Forty Two Lakhs Ninety One Thousand & Forty Nine Only) (without 12% GST). Hereto annexed and marked **EXHIBIT "D"** is a copy of the said sanction letter No. 6522 dated 16th October, 2019. The said contractor Mr. Jayant V. Ambavane executed the said repair work, but its cost increased to Rs. 2,01,40,204/- (Rupees Two Crores One Lakh Forty Thousand Two Hundred & Four Only) (inclusive of 12% GST). Hereto annexed and marked **EXHIBIT "D-1"** is a copy of the Running Account Bill as accepted by the Respondents. Respondents have made payment of Rs. 1,09,40,000/- (Rupees One Crore Nine Lakhs & Forty Thousand Only)

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to the said Mr. Jayant V. Ambavane, Hereto annexed and marked **EXHIBIT "D-2"** is a copy of Memorandum of Payment thereof and **EXHIBIT "D-3"** is a copy of account statement showing payment having been made to the said Mr. Jayant V. Ambavane. Payment of the remaining amount i.e. Rs. 92,00,204/- is outstanding.



- (b) vide another sanction letter bearing No. 6521 dated 16th October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of another stretch of the Project Road from Wada to Kudus Km 49/000 to Km 64/000 to Mr. P.M. Ratnakar at the cost of Rs. 95,19,391/- (Rupees Ninety Five Lakhs Nineteen Thousand Three Hundred & Ninety One Only) (without 12% GST). Hereto annexed and marked **EXHIBIT "E"** is a copy of the said sanction letter No. 6521 dated 16th October, 2019. The said contractor Mr. P.M. Ratnakar executed the said repair work, but its cost increased to Rs. 1,11,81,631/- (Rupees One Crore Eleven Lakhs Eighty One Thousand Six Hundred & Thirty One Only) (inclusive of 12% GST). Hereto annexed and marked **EXHIBIT "E-1"** is a copy the Running Account Bill as accepted by the Respondents. Respondents have made payment of Rs. 1,11,81,631/- (Rupees One Crore Eleven Lakhs Eighty One Thousand Six Hundred & Thirty One Only) to the said Mr. P.M. Ratnakar, Hereto annexed and marked **EXHIBIT "E-2"** is a copy of Memorandum of Payment thereof and

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EXHIBIT "E-3" is a copy of the account statement showing payment having been made to the said Mr. P.V. Ratnakar.



- (c) vide another sanction letter dated 18th October, 2019 the Superintendent Engineer, Thane Division gave sanction for awarding the work of repairs of another stretch of the Project Road i.e. Manor-Wada-Bhiwandi Road S.H. No. 34 (Km 29/550 to Km 53/800) and Wada-Ambadi Road S.H. No. 35 (Km 49/000 to Km 69/000) with MPM to M/s Ashirwad Construction at the cost of Rs. 92,39,977/- (Rupees Ninety Two Lakhs Thirty Nine Thousand Nine Hundred & Seventy Seven Only) (without 12% GST). Hereto annexed and marked **EXHIBIT "F"** is a copy of the said sanction letter dated 18th October, 2019. The said M/s Ashirwad Construction executed the said repair work, but its cost increased to Rs. 1,21,34,581/- (Rupees One Crore Twenty One Lakhs Thirty Four Thousand Five Hundred & Eighty One Only) (inclusive of 12% GST). Hereto annexed and marked **EXHIBIT "F-1"** is a copy of the Running Account Bill as accepted by the Respondents. Respondents have made payment of Rs. 1,07,81,624/- (Rupees One Crore Seven Lakhs Eighty One Thousand Six Hundred & Twenty Four Only) to the said M/s Ashirwad Constructions. Hereto annexed and marked **EXHIBITS "F-2"** is a copy of Memorandum of Payment thereof. Also hereto annexed and marked **EXHIBIT "F-3"** and **"F-4"** are copies of account

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statements showing payment having been made to the said M/s Ashirwad Constructions. Payment of the remaining amount i.e. Rs. 13,52,957/- (Rupees Thirteen Lakhs Fifty Two Thousand Nine Hundred & Fifty Seven Only) is outstanding.



- (d) During the inspection of the Project Road held on 13th October, 2019 the Hon. Secretary (Roads) had recorded necessity of completing construction of the said Bypass Road. Due to enforcement of the election code of conduct bids couldn't be invited. Therefore, M/s Kshatriya Infrastructure Pvt. Ltd. (who was already executing another work for Jawhar Division of the Respondents), upon requisition being put forth by the Respondents, agreed to undertake immediate repairs of the existing length of the said Bypass Road from Nimbavali to Vadape at the cost of Rs. 1,38,00,000/- (Rupees One Crore & Thirty Eight Lakhs Only). The Chief Engineer, Konkan (PW) Regional Division vide letter dated 17th October, 2019 granted approval for awarding the said work at the said cost to the said M/s Kshatriya Infrastructure Pvt. Ltd. The said M/s Kshatriya Infrastructure Pvt. Ltd. executed the said repair work, at the cost of Rs. 1,20,25,976/- (Rupees One Crore Twenty Lakhs Twenty Five Thousand Nine Hundred & Seventy Six Only) (inclusive of 12% GST). Hereto annexed and marked **EXHIBIT "G"** is a copy of the Running Account Bill as accepted by the Respondents. Respondents have made payment of Rs. 1,20,25,976/- (Rupees One Crore

Twenty Lakhs Twenty Five Thousand Nine Hundred & Seventy Six Only) to the said M/s Kshatriya Infrastructure Pvt. Ltd. Hereto annexed and marked **EXHIBIT "G-1"** is a copy of Memorandum of Payment thereof. Also hereto annexed and marked **EXHIBIT "G-2"** is a copy of the account statement showing payment having been made to the said M/s Kshatriya Infrastructure Pvt. Ltd.



In the aforesaid manner, after termination of the Concession Agreement the Respondents carried out the necessary repairs and maintenance work of the Project Road on war footing basis. Hereto annexed and marked **EXHIBIT "H"** are photographs showing post repairs condition of the Project Road.

3.12 Vide Work Order dated 31st October, 2019 the Respondent awarded the work of one year routine maintenance of the Project Road to M/s Mayur Constructions & Developers at the cost of Rs. 2,80,48,130/- (Rupees Two Crores Eighty Lakhs Forty Eight Thousand One Hundred & Thirty Only). Hereto annexed and marked **EXHIBIT "I"** is a copy of the said Work Order dated 31st October, 2019. The said M/s Mayur Constructions & Developers executed the said routine maintenance work, but its cost increased to Rs. 2,83,41,510/- (Rupees Two Crores Eighty Three Lakhs Forty One Thousand Five Hundred & Ten Only) (inclusive of 12% GST). Hereto annexed and marked **EXHIBIT "I-1"** is a copy of the Running Account Bill as accepted by the Respondents. Respondents have made payment of Rs. 1,15,00,000/- (Rupees One Crore

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& Fifteen Lakhs Only) to the said M/s Mayur Constructions & Developers. Hereto annexed and marked **EXHIBIT "I-2"** is a copy of Memorandum of Payment thereof. Also hereto annexed and marked **EXHIBIT "I-3"** is a copy of account statement showing payment having been made to the said M/s Mayur Constructions & Developers. Payment of the remaining amount i.e. Rs. 1,68,41,510/- (Rupees One Crore Sixty Eight Lakhs Forty One Thousand Five Hundred & Ten Only) is outstanding.



3.13 Before the onset of monsoon 2020, the Respondents, through tendering process awarded the contract of carrying out repairs (potholes filling) to the stretch of the Project Road SH 35 KM 49/000 to KM 69/000 to M/s Jai Bharat Constructions at the cost of Rs. 2,14,09,755/- (Rupees Two Crores Fourteen Lakhs Nine Thousand Seven Hundred & Fifty Five Only) and issued Work Order dated 10th July, 2020 in their favour. Hereto annexed and marked **EXHIBIT "J"** is a copy of the said Work Order dated 10th July, 2020. Respondents have approved the First Running Account Bill of Rs. 1,03,42,290/- (Rupees One Crore Three Lakhs Forty Two Thousand Two Hundred & Ninety Only) for the work executed by the said M/s Jai Bharat Constructions. Hereto annexed and marked **EXHIBIT "J-1"** is a copy of the said First Running Account Bill. Payment of the said First Running Bill is outstanding.

3.14 Vide Work Order dated 30th September, 2020 the Respondent awarded the work of one year routine maintenance of the Project Road to M/s Mayur Constructions & Developers at the

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cost of Rs. 3,07,62,690/- (Rupees Three Crores Seven Lakhs Sixty Two Thousand Six Hundred & Ninety Only). Hereto annexed and marked **EXHIBIT "K"** is a copy of the said Work Order dated 30th September, 2020. The said M/s Mayur Constructions & Developers is in the process of executing the said routine maintenance work. Respondents have to pay to the said M/s Mayur Constructions & Rs. 3,44,54,212/- (Rupees Three Crores Forty Four Lakhs Fifty Four Thousand Two Hundred & Twelve Only) (inclusive of 12% GST).



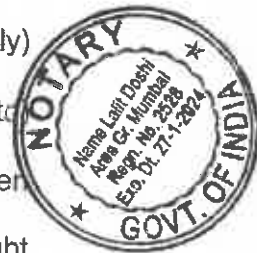
3.15 Claim No. 1: Recovery of money spent on repairs and maintenance of the Project Road:

In the manner set out in the foregoing paragraphs (3.6) and (3.11) to (3.14) of this Counter-Claim from the year 2017 till July, 2020 the Respondents have carried out repair work of the Project Road through the independent contractors/agencies as named in the said paragraphs at the cost and risk of the Claimant because the Claimant had failed to carry out the same; and have incurred cost of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) on the said count in the following manner:

Contractor/Agency's Name	Contract Amount
M/s Shivsai Construction	Rs. 2,18,71,179/-
Jayant V. Ambavane	Rs. 2,01,40,204/-
Mr. P.M. Ratnakar	Rs. 1,11,81,631/-
M/s Ashirwad Construction	Rs. 1,21,34,581/-
M/s Kshatriya Infraprojects Pvt. Ltd.	Rs. 1,20,25,976/-
M/s Mayur Constructions & Developers	Rs. 2,83,41,510/-
M/s Jai Bharat Constructions	Rs. 2,14,09,755/-
M/s Mayur Constructions & Developers	Rs. 3,44,54,212/-
Total	Rs. 16,15,59,048/-

As per clause 9.8(e) of the Concession Agreement the Respondents are entitled to recover part of the cost so incurred by encashing the Performance Security of Rs. 8,40,000,00/- (Rupees Eight Crores & Forty Lakhs Only) furnished to them by the Claimant (being Exhibit "A" hereto) and recover the shortfall i.e. 7,75,59,048/- (Rupees Seven Crores Seventy Five Lakhs Fifty Nine Thousand & Forty Eight Only) directly from the Claimant. Respondents further state that as per Article (19.3)(h) of the Concession Agreement they are entitled to recover interest on the said amount of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) @ SBI PLR i.e. 13.70%. Respondents have quantified their claim for interest @ Rs. 2,21,33,590/- (Rupees Two Crores Twenty One Lakhs Thirty Three Thousand Five Hundred & Ninety Only) from the date of the Respondents incurring the respective cost/from the date of termination of the Concession Agreement till the date of filing of this Counter-Claim. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia:

- (a) permitting the Respondents to encash the Performance Security being Exhibit "A" hereto; and to appropriate the amount thereof i.e. Rs. 8,40,00,000/- (Rupees Eight Crores & Forty Lakhs Only) towards partial recovery of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) being the total cost incurred on repair and maintenance of the Project Road;

- (b) ordering and directing the Claimant to pay to the Respondents the amount in shortfall i.e. Rs. 7,75,59,048/- (Rupees Seven Crores Seventy Five Lakhs Fifty Nine Thousand & Forty Eight Only) by a date that may be fixed for redemption; and
- (c) ordering and directing the Claimant to pay to the Respondents a sum of Rs. 2,21,33,590/- (Rupees Two Crores Twenty One Lakhs Thirty Three Thousand Five Hundred & Ninety Only) towards interest accrued on Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) from the date of the Respondents incurring the respective cost till the date of filing of this Counter-Claim.



3.16 Claim No. 2: Penalty due to the Claimant's failure to repair and maintain the Project Road:

Pursuant to clause (4) in Schedule "O" of the Concession Agreement, if the Claimant fails to repair and maintain the Project Road in accordance with the terms of the Concession Agreement; and if the Respondents carries out the said work at the risk and cost of the Claimant, then the Claimant is liable to pay to the Respondents and the Respondents are entitled to recover from the Claimant twice the amount so expended by them on repair and maintenance of the Project Road as penalty. In the present case owing to the Claimant's failure the Respondents have carried out the necessary repairs and maintenance works at the Claimant's risk and cost; and have incurred cost of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) on the

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said count. Therefore, as per clause (4) in Schedule "O" of the Concession Agreement, the Claimant is liable to pay to the Respondents a sum of Rs. 32,31,18,096/- (Rupees Thirty Two Crores Thirty One Lakhs Eighteen Thousand & Ninety Six Only) towards penalty. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents the said penalty of Rs. 32,31,18,096/- (Rupees Thirty Two Crores Thirty One Lakhs Eighteen Thousand & Ninety Six Only) by a date that may be fixed for redemption.



3.17 Claim No. 3: Recovery of costs to be incurred in renewal and strengthening/reconstruction of certain patches/locations on the Project Road, completing pending works on the Project Road and completion of Bypass Road:

(A) Respondents' claim on the above counts is as under:

- (i) **Renewal of the Project Road:** Clause (3) of Schedule "O" of the Concession Agreement mandates the Claimant to renew the entire Project Road once in every 06 years throughout the concession period. As such the Claimant was bound to renew the entire Project Road in the 6th year of COD i.e. in 2019. However, despite notices and reminders the Claimant didn't start and carry out the said renewal work until termination of the Concession Agreement. This amounts to Claimant's/Concessionaire's event of default. Therefore, the Respondents are required to carry out the said Reconstruction of the Project Road through independent

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contractors/agencies and at the risk and cost of the Claimant.

- (ii) **Reconstruction/strengthening of Project Road at certain locations:** As the Claimant has failed to carry out repairs and maintenance of the Project Road as per the prescribed specifications, the condition of the road has deteriorated beyond repairs at several locations. Therefore, the Respondents are now required to carry out reconstruction of the Project Road at those locations where it has deteriorated beyond repairs. This work will also be again be carried out through independent contractors/agencies and at the risk and cost of the Claimant.



- (iii) **Incomplete and abandoned works within the scope of the Project:** The Claimant has also not completed the Project in conformity with the Concession Agreement inasmuch as that the Claimant has kept the following works incomplete and has virtually abandoned them viz.

About the Project Road:

Scope of work	Incomplete work
Four laning of the Project Road.	Work on 7.10 Km is not done.
Approach roads to bridges at Daherja and Pinjal.	Construction of approach roads is not done.
Land acquisition.	18 H. 56 R land out of total 70 H 97 R land not acquired.

About the Bypass Road:

Scope of work	Incomplete work
New 4.00 Km four lane road.	Construction of the entire length is not done.
Four laning of existing 3.91 Km two lane road.	Four laning of the entire length is not done.

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Construction of 01 major bridge	Construction is not done.
Land acquisition of 9 H. 51 R. Land	Land acquisition hasn't been done.

It is pertinent that in para (z) (Pg. 14-15 of the SoC) the Claimant has admitted that they haven't acquired the land which was required for widening/4 laning of the Project Road and for construction of the said Bypass Road; and the said works haven't been completed. Respondents are required to carry out the said Pending Works through independent contractors/agencies and at the risk and cost of the Claimant.



- (B) Respondents, through tendering process have appointed M/s Technogem Consultants Pvt. Ltd. as consultants for preparation of DPR for the said Reconstruction of the Project Road and for carrying out the said Pending Works and issued them Work Order dated 29th November, 2019. Hereto annexed and marked **EXHIBIT "L"** is a copy of the said Work Order dated 29th November, 2019 issued to the said M/s Technogem Consultants Pvt. Ltd.
- (C) Scope of work of the said Consultants includes estimation of quantities and costs of carrying out the said renewal of the Project Road, reconstruction of those stretches which have deteriorated beyond repairs and completing all those works of the Project Road which the Claimant hasn't completed and abandoned (hereinafter referred to as **"the said Renewal, Reconstruction and Pending Works"**) and estimation of the cost of complete reconstruction of the Project Road and construction of the said Bypass Road. As per the said

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Consultant's report the cost of the Renewal and Reconstruction of the Project Road has been estimated to be Rs. 168,29,00,000/- (Rupees One Hundred Sixty Eight Crores & Twenty Nine Lakhs Only), if carried out in the year 2020-2021. As per the said Consultant's report the total estimation for construction of the said Bypass Road is Rs. 187,59,05,394/- (Rupees One Hundred Eighty Seven Crores Fifty Nine Lakhs Five Thousand Three Hundred & Ninety Four Only), which includes land acquisition cost of Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only). As the Respondents have separately claimed the said land acquisition cost in Claim No. (4) below, the Respondents are estimating the cost of construction of the said Bypass Road (excluding cost of land acquisition) at Rs. 162,59,05,934/- (Rupees One Hundred Sixty Two Crores Fifty Nine Lakhs Five Thousand Nine Hundred Thirty Four Only). Hereto annexed and marked **EXHIBIT "M"** is a copy of the extract from the report submitted by the said Consultants. As per the provision of clause (3.1)(f) of the Concession Agreement the Respondents are entitled to recover the said estimated cost from the Claimant; and also escalation therein, if any.

- (D) Since the failures/defaults as referred to above have occurred when the said Concession Agreement was subsisting, the Claimant is liable to pay to the Respondents twice the amount of the said estimated cost i.e. Rs. 336,58,00,000/- (Rupees Three Hundred Fifty Six Lakhs & Fifty Eight Lakhs Only) as penalty in accordance with clause (4) in Schedule "O" of the Concession Agreement.



(E) As per the Work Order dated 29th November, 2019 the Respondents have to pay Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) to the said M/s Technogem Consultants Private Limited towards consultancy fee. Respondent have made part payment of Rs. 46,96,400/- (Rupees Forty Six Lakhs Ninety Six Thousand & Four Hundred Only) to the said consultants. Hereto annexed and marked **EXHIBIT "N"** is a copy of account statement showing the said part payment having been made to the said M/s Technogem Consultants Pvt. Ltd. Respondents were required to avail services of the said consultant due to the Claimant's failure to time renew the Project Road, reconstruct its deteriorated portions and also to complete the pending works of the Project. Therefore, the Claimant is liable to reimburse to the Respondents the consultation fee amounting to Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) payable to M/s Technogem Consultants Pvt. Ltd.



(F) On the basis of the submissions made in the foregoing paragraphs (A) to (E) the Respondents submit that, the Hon'ble Arbitrator may be pleased to pass orders inter alia:

(a) ordering and directing the Claimant to pay to the Respondents:

- (i) Rs. 168,29,00,000/- (Rupees One Hundred Sixty Eight Crores & Twenty Nine Lakhs Only) towards estimated cost of Renewal, Reconstruction and Pending Works of the Project Road and Rs. 162,59,05,934/- (Rupees One Hundred Sixty Two

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Crores Fifty Nine Lakhs Five Thousand Nine Hundred Thirty Four Only) towards construction of the said Bypass Road; aggregating to Rs. 330,88,05,934/- (Rupees Three Hundred Thirty Crores Eighty Eight Lakhs Five Thousand Nine Hundred & Thirty Four Only);



- (ii) Rs. 661,76,11,868/- (Rupees Six Hundred Sixty One Crores Seventy Six Lakhs Eleven Thousand Eight Hundred & Sixty Eight Only) towards penalty in accordance with clause (4) in Schedule "O" of the Concession Agreement; and
- (iii) Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) towards reimbursement of consultancy fees payable to M/s Technogem Consultants Pvt. Ltd;

aggregating to Rs. 994,63,17,802/- (Rupees Nine Hundred Ninety Four Crores Sixty Three Lakhs Seventeen Thousand Eight Hundred & Two Only) by a date that may be fixed for redemption; and

- (b) ordering and directing the Claimant to pay to the Respondents escalation, if any in the estimated cost of Renewal, Reconstruction and Pending Works of the Project Road exceeding Rs. 168,29,00,000/- (Rupees One Hundred Sixty Eight Crores & Twenty Nine Lakhs Only) and of construction of the said Bypass Road Rs. 187,59,05,394/- (Rupees One Hundred Eighty Seven

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Crores Fifty Nine Lakhs Five Thousand Three Hundred & Ninety Four Only).



3.18 Claim No. 4: Increased cost of land acquisition and ground rent payable to the account holders whose lands have been acquired but to who consideration hasn't been fully paid:

- (A) As per the Concession Agreement, lands which were affected by the Project Road were required to be acquired for and in the name of the Respondents. Land acquisition was to be done by the Claimant for an on behalf of the Respondents. It was to be done through private treaties i.e. by way of sale deeds with the account holders. Claimant was to do the necessary procedural acts of identifying the account holders whose lands were to be acquired, negotiations with them, execution and registration of the sale deeds, mutation of land records in the Respondents' name and taking possession of the acquired land. Respondents were to reimburse to the Claimant the land cost of the acquired land. Land acquisition for the Project Road was supposed to be completed before completing the Project Road i.e. within 24 months from the date of the Work Order No. 1 dated 11th October, 2010. Likewise land acquisition for the Bypass Road was supposed to be completed before completing Bypass Road i.e. within 16 months from the Work Order No. 2 dated 26th July, 2013. However, as stated in the foregoing para (3.3) and (i) the Claimant hasn't acquired 18 H 56 R land which was required for the Project Road and 9 H 51 R land which was required for the said Bypass Road. Now for completing four laning of 7.10 Km stretch of the Project Road and for constructing the

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Bypass Road the Respondents are required to acquire the said 18 H 56 R land and 9 H 51 R land respectively. Due to this delay on the Claimant's part the Respondents are required to incur increased cost for land acquisition, details of which are as under:

Land Portion	Original Cost In Rs. Crore	New Cost In Rs. Crore	Increase in the Cost In Rs. Crore
18 H 56 R	Rs. 14.79	37.12	Rs. 22.33
9 H 51 R	Rs. 8.00	27.85	Rs. 19.85
Total increase in the Cost			Rs. 42.18



Land acquisition was not completed due to the failure and neglect on the Claimant's part which has led increase in the cost of the land so to be acquired. Therefore, the Claimant is bound to bear this monetary liability and pay to the Respondents the increased cost of land acquisition amounting to Rs. 42,18,00,000/- (Rupees Forty Two Crores & Eighteen Lakhs Only).

- (B) Claimant has acquired 52 H 41 R land for the Project Road and it has been used for widening/four laning of the Project Road. However, the Claimant hasn't paid the agreed consideration amount in full to the concerned account holders. Resultantly the Respondents have become liable to pay to the concerned account holders an aggregate amount of Rs. 8,33,00,000/- (Rupees Eight Crores & Thirty Three Lakhs Only) towards ground rent from the year 2014 onwards till date. This additional liability has incurred due to the Claimant's failure; and hence they are bound to bear this monetary liability and pay to the Respondents the aforesaid amount of ground rent.

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(C) On the basis of the submissions made in the foregoing paragraphs (A) and (B) the Respondents submit that, the Hon'ble Arbitrator may be pleased to pass orders inter alia ordering and directing the Claimant to pay to the Respondents:

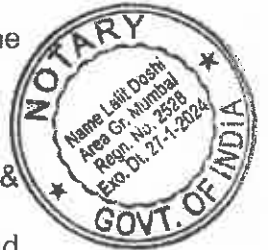
- (a) Rs. 42,18,00,000/- (Rupees Forty Two Crores & Eighteen Lakhs Only) towards the increased cost of land acquisition; and
- (b) Rs. 8,33,00,000/- (Rupees Eight Crores & Thirty Three Lakhs Only) towards the ground rent payable to the account holders from the year 2014 onwards till the date of this Counter-Claim;

aggregating to Rs. 50,51,00,000/- (Rupees Fifty Crores & Fifty One Lakhs Only) by a date that may be fixed for redemption.

3.19 Claim No. 5: Recovery of damages in lieu of the wastages of human and natural resources and adverse impacts of the Claimants' acts of commission/omissions:

Respondents had proposed to construct the said Bypass Road for dividing the traffic and thereby lessen the burden of traffic on the Project Road. However, the Claimant failed to construct the said Bypass Road and abandoned its work for no valid, just and tenable reasons. Resultantly, the purpose for which the said Bypass Road was proposed couldn't be achieved. Heavy traffic on the Project Road coupled with the lack of proper repairs and maintenance, have acted as a catalyst for deteriorating the Project Road. Traffic jams on the Project Road and slowing down speed of the vehicles due to the potholes have led to wastage of human working hours, wastage of fuel etc. and also added to the air and noise



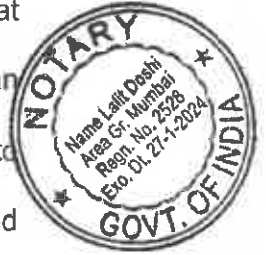


pollution in the area. Had the Claimant properly performed their contractual obligations the said wastages and environmental adverse impacts would not have occurred. Thus, the Claimant is solely responsible for the aforesaid wastages and adverse impacts; and liable to make good the same. Claimant has operated the Project Road for approx. 6 years and 6 months i.e. from 1st March, 2013 being the date of Toll Notification until 11th October, 2019 being the date of termination of the Concession Agreement. During this period per day on an average 7000 vehicles have plyed on the Project Road, totalling to 1,61,00,000 vehicles during the entire operation period. Minimum average time wasted by each vehicle on the Project Road due to traffic jams and slowing down of the speed is 30 minutes per day. Thus, on an aggregate 80,50,000 human hours have been wasted during the entire operation period. Approx. monetary value of the said lost human hours is Rs. 80,50,00,000/- (Rupees Eighty Crores & Fifty Lakhs Only). Further, on the basis of average fuel consumption of motor vehicles, it has been estimated that approx. 500 ml. fuel per vehicle per day has been wasted on the Project Road. This aggregates to wastage of approx 80,50,00,000 Ltrs. of fuel throughout the entire operation period; and its approx. monetary value amounts to Rs. 40,25,00,000/- (Rupees Forty Crores & Twenty Five Lakhs Only). Damage caused due to air and noise pollution cannot be evaluated in the monetary terms. On the basis of the above the Respondents have quantified the damages so caused due to the wastage of human and natural resources and



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environmental adverse impacts at Rs. 5,00,00,000/- (Rupees Five Crores Only) and the Respondents are entitled to recover the said amount from the Claimant. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 125,75,00,000/- (Rupees One Hundred Twenty Five Crores & Seventy Five Lakhs Only) by a date that may be fixed for redemption towards damages in lieu of the wastages of human and natural resources and environmental adverse impacts due to the Claimants' acts of commission/omissions.



3.20 Claim No. 6: Damage for maligning and dis-reputing the Respondents:

As per the Concession Agreement it was the mandatory on the Claimant to repair and maintain the Project Road as per the terms of the Concession Agreement and to ensure that it is smooth and safe for commutation. But the Claimant failed to perform the said obligations. Though the failure was that of the Claimant, it were the Respondents and their officers who had to face public outrage and wrath. On many occasions the Respondents officers had to face protests and agitations by the social organizations, public at large etc., to face physical assaults from the outraged public and also to defend PIL though the Respondents were never at fault. Though the Claimant had constructed and was operating and maintaining the Project Road, as the work was carried out for and on behalf of the Respondents, the members of the public at large identify the Project Road with the Respondents and hold the

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Respondents liable for its worst condition. This has severely maligned the Respondents' image among the public at large and the condition of the Project Road has become a subject for mocking the Respondents. Damage so caused to the Respondents' image as "Government" is irreparable, but the Respondents notionally quantify the same at Rs. 100,00,00,000/- (Rupees One Hundred Crores Only). The said damage is attributable to the Claimant and hence they are liable to compensate the Respondents for the same. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) by a date that may be fixed for redemption towards damage for maligning and dis-reputing the Respondents.



3.21 Claim No. 7: Costs of Arbitration Proceedings:

Respondents have lawfully and validly terminated the Concession Agreement. Claimants have not disputed the termination. They have accepted it, voluntarily stopped toll collection and handed over the Project Assets to the Respondents immediately after termination. Irrespective of the above, the Claimant has filed the present Arbitration Proceedings for recovery of various claims, though the same are not tenable – either under the said Concession Agreement and/or under the law. In the circumstances, the Respondents are constrained to defend a misconceived litigation and thereby incur huge expenses and legal costs. These expenses

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and legal costs are attributable to the Claimant. Respondents estimate their cost of the present Arbitration Proceedings at Rs. 1,00,00,000/- (Rupees One Crore Only) which the Claimant is liable to pay them. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 1,00,00,000/- (Rupees One Crore Only) by a date that may be fixed for redemption towards cost of the present Arbitration Proceedings.



3.23 Claim No. 8: Interest:

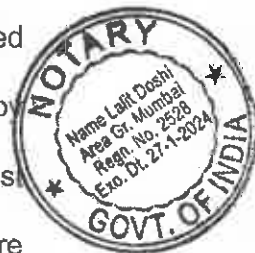
Respondents are entitled to claim interest on the amounts claimed in this Counter-Claim from the date of filing of this Counter-claim till the date of payment and/or realization thereof. Article (19.3)(h) of the Concession Agreement provides that the rate of interest in the award shall not be more than SBI-PLR. Respondents are restricting their claim for interest accordingly. Respondents submit that therefore, the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents interest @ SBI-PLR on each of the claim made hereinabove from the date of filing of this Counter-claim till the date of payment and/or realization thereof.

4. Respondents submit that they have a good case on merit in the present Counter-Claim; and they are entitled to an award against the Claimant of the amounts as claimed for in the foregoing para (3.15) to (3.23). The amounts as claimed by the Respondents aggregating to Rs. 833,80,10,734/- (Rupees

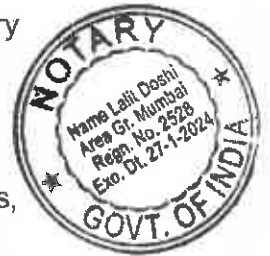
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Eight Hundred Thirty Three Crores Eighty Lakhs Ten Thousand Seven Hundred & Thirty Four Only) + interest accruing thereon are required to be appropriately secured against the immoveable and moveable properties owned by the Claimant. However, considering the continuous dishonest and fraudulent conduct of the Claimant, the Respondents are seriously apprehending that in order to evade payment of the amount in the award that will be passed in the Respondents' favour, the Claimant will sell, dispose of, mortgage, create charge on or in any other manner alienate the immoveable and movable properties owned by them. Respondents submit that if the Claimant succeeds in their aforesaid attempts, any award that may ultimately be passed in favour of the Respondents will be defeated. Respondents therefore, submit that in the circumstances, it is necessary and in the interest of justice that the Hon'ble Arbitrator may be pleased to pass the following orders:

- (a) ordering and directing the Claimant to disclose on oath immoveable and moveable properties owned by the Claimant and its Directors along with approximate valuation of each property on the date of disclosure;
- (b) if the value of the properties so disclosed is less than the Respondents' aggregate claim against the Claimant, then the Hon'ble Arbitrator may be pleased to order and direct the Claimant to furnish a separate Performance Security of a nationalized bank in the Respondents' favour in lieu of the deficit amount;

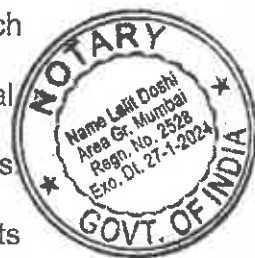


- (c) ordering and declaring that the amounts claimed in this Counter-Claim and the cost of the present Arbitration Proceedings is secured by valid and subsisting statutory charge on the property described in clause (a) above;
- (d) restraining the Claimant themselves, their Directors, Administrators, Assignees and/or any other persons claiming through or on behalf of the Claimant from selling, mortgaging or in any other manner alienating or disposing off or encumbering the said immoveable and movable properties till the present arbitration proceedings are conclusively decided and the award passed in the present counterclaim is executed; and
- (e) ordering and directing the Claimant themselves, their Directors, Administrators, Assignees and/or any other persons claiming through or on behalf of the Claimant to pay to the Respondents the amounts claimed in this Counter-Claim by a date that may be fixed for redemption and in default the properties disclosed by the Claimant be sold by public auction or private treaty and the Performance Security referred to in clause (b) above be invoked and the net proceeds thereof be applied towards the satisfaction of the Respondents' claim.
5. In the facts and circumstances set out hereinabove, the Respondents are also entitled to ad-interim relief in terms of the relief sought for in paragraph (4) above.



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6. Respondents submit that grave and irreparable harm, loss, injury and prejudice will be caused to them, if relief as prayed for in this counterclaim are not granted. However, no such harm, loss or injury will be caused to the Claimant if final interim and ad-interim reliefs are granted to the Respondents. The balance of convenience is in favour of the Respondents and against the Claimant.



7. Respondents will rely on documents a list whereof is annexed hereto.

8. Respondents therefore, pray that:

(a) the Hon'ble Arbitrator may be pleased to pass an order inter alia permitting the Respondents to encash the Performance Security referred at para (3.6) above; and to appropriate the amount thereof i.e. Rs. 8,40,00,000/- (Rupees Eight Crores & Forty Lakhs Only) towards partial recovery of Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) being the total cost incurred on repair and maintenance of the Project Road;

(b) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents the amount in shortfall i.e. Rs. 7,75,59,048/- (Rupees Seven Crores Seventy Five Lakhs Fifty Nine Thousand & Forty Eight Only) by a date that may be fixed for redemption;

(c) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents a sum of Rs. 2,21,33,590/- (Rupees Two Crores Twenty one Lakhs Thirty Three Thousand Five Hundred & Ninety Only) towards interest accrued on Rs. 16,15,59,048/- (Rupees Sixteen Crores Fifteen Lakhs Fifty Nine Thousand & Forty Eight Only) from the date of the Respondents incurring the respective cost till the date of filing of this Counter-Claim;



(d) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents a sum of Rs. 32,31,18,096/- (Rupees Thirty Two Crores Thirty One Lakhs Eighteen Thousand & Ninety Six Only) by a date that may be fixed for redemption, towards penalty as per clause (4) in Schedule "O" of the Concession Agreement;

(e) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents:

(j) Rs. 168,29,00,000/- (Rupees One Hundred Sixty Eight Crores & Twenty Nine Lakhs Only) towards estimated cost of Renewal, Reconstruction and Pending Works of the Project Road and Rs. 162,59,05,934/- (Rupees One Hundred Sixty Two Crores Fifty Nine Lakhs Five Thousand Nine Hundred Thirty Four Only) towards construction of

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the said Bypass Road; aggregating to Rs. 330,88,05,934/- (Rupees Three Hundred Thirty Crores Eighty Eight Lakhs Five Thousand Nine Hundred & Thirty Four Only);

(ii) Rs. 661,76,11,868/- (Rupees Six Hundred Sixty One Crores Seventy Six Lakhs Eleven Thousand Eight Hundred & Sixty Eight Only) towards penalty in accordance with clause (4) in Schedule "O" of the Concession Agreement; and

(iii) Rs. 1,99,00,000/- (Rupees One Crore & Ninety Nine Lakhs Only) towards reimbursement of consultancy fees payable to M/s Technogem Consultants Pvt. Ltd;

aggregating to Rs. 994,63,17,802/- (Rupees Nine Hundred Ninety Four Crores Sixty Three Lakhs Seventeen Thousand Eight Hundred & Two Only) by a date that may be fixed for redemption;

(f) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents escalation, if any in the estimated cost of Renewal, Reconstruction and Pending Works of the Project Road and of construction of the said Bypass Road Rs. 187,59,05,394/- (Rupees One Hundred Eighty Seven Crores Fifty Nine Lakhs Five Thousand Three Hundred & Ninety Four Only);



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(g) the Hon'ble Arbitrator may be pleased to pass orders inter alia ordering and directing the Claimant to pay to the Respondents:

(i) Rs. 42,18,00,000/- (Rupees Forty Two Crores & Eighteen Lakhs Only) towards the increased cost of land acquisition; and

(ii) Rs. 8,33,00,000/- (Rupees Eight Crores & Thirty Three Lakhs Only) towards the ground rent payable to the account holders from the year 2014 onwards till the date of this Counter-Claim;

aggregating to Rs. 50,51,00,000/- (Rupees Fifty Crores & Fifty One Lakhs Only) by a date that may be fixed for redemption.

(h) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 125,75,00,000/- (Rupees One Hundred Twenty Five Crores & Seventy Five Lakhs Only) by a date that may be fixed for redemption towards damages in lieu of the wastages of human and natural resources and environmental adverse impacts due to the Claimants' acts of commission/omissions;

(i) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 100,00,00,000/- (Rupees One Hundred Crores Only) by a date that may be fixed for





redemption towards damage for maligning and dis-reputing the Respondents;

- (j) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents Rs. 1,00,00,000/- (Rupees One Crore Only) by a date that may be fixed for redemption towards cost of the present Arbitration Proceedings;
- (k) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to pay to the Respondents interest @ SBI-PLR on each of the claim made hereinabove from the date of filing of this Counter-claim till the date of payment and/or realization thereof;
- (l) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing the Claimant to disclose on oath immoveable and moveable properties owned by the Claimant and its Directors along with approximate valuation of each property on the date of disclosure;
- (m) if the value of the properties so disclosed is less than the Respondents' aggregate claim against the Claimant, then the Hon'ble Arbitrator may be pleased to order and direct the Claimant to furnish a separate Performance Security of a nationalized bank in the Respondents' favour in lieu of the deficit amount;



[Handwritten Signature]

- (n) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and directing that on the Claimant's default to pay to the Respondents the amounts claimed in this Counter-Claim by a date that may be fixed for redemption, the properties disclosed by the Claimant be sold by public auction or private treaty and the Performance Security referred to in clause (3.6) above be invoked and the net proceeds thereof be applied towards the satisfaction of the Respondents' claim;
- (o) the Hon'ble Arbitrator may be pleased to pass an order inter alia ordering and declaring that the amounts claimed in this Counter-Claim and the cost of the present Arbitration Proceedings is secured by valid and subsisting statutory charge on the property(ies) as disclosed by the Claimant;
- (p) the Hon'ble Arbitrator may be pleased to pass an order inter alia restraining the Claimant themselves, their Directors, Administrators, Assignees and/or any other persons claiming through or on behalf of the Claimant from selling, mortgaging or in any other manner alienating or disposing off or encumbering the properties disclosed by them till the present Arbitration Proceedings are conclusively decided and the award passed in the present counterclaim is executed;
- (q) interim and ad-interim relief in terms of prayers (o) and (p) above;



[Handwritten Signature]

(r) For costs;

(s) such other and further reliefs as the nature and circumstances of the case may require.

Counterclaim drawn by



KADAM & COMPANY
Advocates for the Respondents

For **STATE OF MAHARASHTRA**



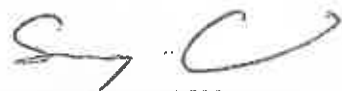
VIJAY DATTATRAY SAPKALE
Executive Engineer, PW-Jawhar
Respondents

VERIFICATION

I, **VIJAY DATTATRAY SAPKALE**, working with the State of Maharashtra in its PW Division-Jawhar as Executive Engineer, do hereby state and declare that what is stated in the foregoing Counterclaim is as per the records of my office and I believe the same to be true.

Solemnly declared at Mumbai)

On this 7th day of Dec., 2020)



KADAM & COMPANY
Advocates for the Respondents

For the **STATE OF MAHARASHTRA**



VIJAY DATTATRAY SAPKALE
Executive Engineer-PW Division-
Jawhar
Respondents



BEFORE ME,
Lalit Doshi

LALIT DOSHI,
Notary (Govt. of India)
314, Yusuf Building, Flora Fountain,
Fort, Mumbai 400 001.
Regd. No. 2528
Sr. No. 5383
Date 7/12/2020

Solemnly authorized letter dated 11-12-2020 in favour of the deponent

EX 'A'

Head BOT

42



GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
Public Works Division, Jawhar



E-mail:- jawhar.ee@mahapwd.com
Outward No. :- PW/JD/TC/3792

Tel. No. 02526222236
Date : 27-11-2017

WORK ORDER (Offline)

To,

M/s. Shivsai Construction,
Prop- M/s. Shivsai Construction,
At. Dixit Apartment, Ground Floor, B-Wing,
Mahim Road, Anand Asharm, Palghar
E-mail :ssneasm@yahoo.com

Subject :- Repairs to Manor Wada S.H. No.34 Km. 29/500 to 53/800, Wada Bhiwandi Road S.H. No.35 Km. 49/00 to 89/070, Bhinar to Vadape Road in Palghar/Thane District. (Filling Potholes)

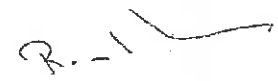
Reference :- 1) Tender Notice No 16/01 for 2017-18 and etender No 2017_PWR_244537_1
2) Your Tender Opened on Date 09-10-2017
3) This office Letter No. 3531 dated 06-11-2017
4) Thane(P.W.) Circle, Thane letter No. 6308 dated 27-10-2017
5) Your Office letter No Nil dated 15-11-2017

This office has received remittance of the initial Security Deposit Rs 600,000.00/- (Rs Six Lakh) in the form of FDR No. 1)0842486, 2)0842441 Dt. 06-11-2017 of Bank Of Maharashtra, Ghodbunder Road for Rs 600,000.00/- (Valid for period From 06-11-2017 to 06-11-2018) and Performance Security Deposit of Rs 250,000/- (Rs Two Lakh Fifty Thousand Only) in the form of DD No. 898605 Dt. 28-09-2017 of SBI Wada for Rs. 250,000/- (Valid for period From 28-09-2017 to 28/12-2017) for total Rs. 850,000.00/- of your tender / negotiated offer for the above work at Lump sum Below the estimated cost of Rs 24,832,705/- (Rs Two Crore Forty Eight Lakh Thirty Two Thousand Seven Hundred Six only) put to tender is hereby accepted on behalf of Government of Maharashtra. (The accepted offer is Lump sum the contract cost of Rs 22,350,062/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
- 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
- 3) You are also requested to furnish the programme of work along with bar chart within 15 days.

Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B-2/5E701 for 2017-18. You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 06 calendar months including monsoon. Kindly acknowledge the receipt of the same.

PAN No : AKIPS8199N


Executive Engineer
Public Works Division, Jawhar

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Mumbai for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

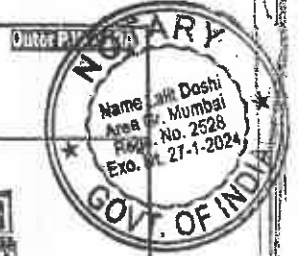
A-1

EX "A-1"

43

G.A.P.Thane-T/22-500-A-24-3-87
G.R.P.W.D.NO.FMS/1051 of 16-7-51
G.M.S.& C.D.FMS-1067/66337 M.DI-10-5-88

DIVISION - JAWHAR (P.W.) DIVISION:JAWHAR
SUB-DIVISION - WADA (P.W.) SUB-DIVISION:WADA



FORM 47 [P.W.410]
Running Account Bill

CERTIFICATE

- (1) Certified That Work has been Executed as Per Standard Specification.
- (2) Certified That Nothing dues from the Contractor on A/C of T & P Articles
- (3) Certified That No Remarks on V & D.Control

[Referred to in Paragraph.10.2]
Of M.P.W.A.Code]

Cash Book Voucher NO
For 19

NO 33
3/2019

NAME OF CONTRACTOR OR SUPPLIER
M/S SHIVSAI CONSTRUCTION AT-PALGHAR

NAME OF WORK - Repairs to Manar Wada SH.NO.34 KM.29/500 to 53/800,
Wada Bhiwandi Road SH.NO.35 KM.49/00 to 89/070 Bhihar to Vadane
Road Palghar/Thane District (Filling Pot Holes)

G.A.P.
Sub-Divisional Engineer
Wada (P.W.) Sub-Division
WADA

SERIAL NO. OF THIS BILL - IIND RA BILL

NO. & DATE OF PREVIOUS BILL FOR THIS WORK -

REFERENCE OF AGREEMENT -
B-2/SE/01/ FOR 2017-2018

Transactions of Road Side Materials Entered In
the Statement of Receipts Issue & Balance of
Road Metal

ACCEPTED BY - Executive Engineer
Public Works Division Jawhar.

Date of Written Order to Commence Work - 27-11-2017

Date of Completion Order to Commence Work -

Date of Completion as Stipulated in the Contract -

Extension of Grant Up To -

Date of Actual Completion of Work -

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited _____ Reviewed _____
Auditor _____ Superintendent/Gazetted Officer

CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

Divisional Accountant

Repairs to Manor Waria SH.NO.34 KM.29/500 to 53/800, Waria, Bihawandi Road SH.NO.35 KM.49/70 to 49/170, Bihardi Vadupe Road at Thane District (Filling Pot Holes)

Part I- Account of work executed

Advance payment for work done not yet measured.			Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (i) in column (i))
Total as per previous Bill	Since Previous Bill	Total Up-to-Date					Up to date	Since Previous Bill	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
			4292.04	ITEM NO.(1):- Dismantling of flexible and disposal of dismantled materials upto a lead of 1000 meters stacking serviceable and unserviceable materials separately.	198.00	Cumt	849823.92	849823.92	
			10124.20	ITEM NO.(2):- Providing and constructing 75 millimeter thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hand broken by breaking rubble obtained by blasting heating and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	146.00	Sqmt	1478133.20	1478133.20	
			84219.35	ITEM NO.(3):- Providing and applying tack coat on the prepared surface heating by fumes in Boiler spraying bitumen with sprayer on dry hungry BT surface 3 kg/Sqmt VG-30 bulk bitumen	33.00	Sqmt	2779238.55	2222694.22	
			1688.91	ITEM NO.(4):- BITUMINOUS MACADAM Providing and laying bituminous macadam using crushed aggregates of Grading II premixed with bituminous binder transported to site with VTS laid over a previously prepared surface finished to the required grade level alignment and rolling to achieve the desired compaction for 50/75 mm compacted thickness with 3.4% VG30 Bitumen Using 80 TPH Batch mix type hot mix plant with SCADA sensor pavers intelligence compactor with compaction analyzer and V sat attachment	4715.00	Sqmt	7963210.65	6745656.20	



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			7318.00	Sqmt	8800773.16	5234858.12
1202.52	ITEM NO.(5):- BITUMINOUS CONCRETE Providing and laying Bituminous concrete using crushed aggregates of grading II premixed with bituminous binder @ 5.40 per cent by weight of total mix and filler transported to site VTS laid over previously prepared surface finished to the required grade level alignment and rolling to achieve the desired compaction for 30/40 mm compacted thickness with VG-30 bulk Using 80 TPH batch mix type hot mix plant with SCADA sensor paver intelligent compactor with compaction analyzer and Vsat attachment with stone dust filler					
		TOTAL RS.	21871179=48	16531065=66		
		SAY RS.	21871179=00	16531066=00		

(-)- 5340123/-
16531056/-

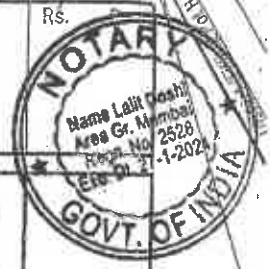
A-2
B-4

EX "A-2"

46

PART-IV MEMORANDUM OF PAYMENTS

- Total value of work actually measured as per account Part I column B Entry (A)
- Total up-to-date Advance payments for work not yet measured as per part I column 3 Entry
- Total up-to-date Secured advance on security of materials as per Part II Column B Entry
- Total (Items 1+2+3)
- Deduct-amounts withheld



Figures for works abstract		Rs.		P.	
a) From previous bill as per last Running Account Bill		Rs.		P.	
b) From this Bill		Rs.		P.	
6. Balance i.e. up-to-date payments (Item 4-5)....K		53,40,123/-			
7. Total amount of payments already made as per entry (K) of last running account Bill No of forwarded with account for		165,31,056/-			
8. Payments now to be made as detailed below		DEDUCTION			
Rs.		Rs.		Ps.	
(a) By recovery of amounts creditable to this works		1) Security Charges		Rs. 3,30,621	
Total 5(b) + 8(a)		3,30,621			
(b) By recovery of amounts creditable to other works or heads of account		4) GST		Rs. 16,53,10	
By Cheque		6) Insurance		Rs. 16,53,10	
Total 8(b)+(c)		7) 100000		Rs. 16,53,10	
		8) Part (V) Remark		Rs. 1,00,000	
		9) Royalty Charges		Rs. -	
		10) Other Charges		Rs. 856,503	
146,12,642/-				146,12,642	
15,10,8574/-				15,10,8574	

Pay Rs. * | 146,12,642/- by Cheque cash

* Here specify the net amount payable (Item 8(c)) Dated initials of the disbursing officer

Received for Rs. 15,10,8574/- by Cheque No. 100000

above Memorandum of Payment of Rs. 1,00,000/-

Dated 20/11/2023

Witness

Paid by me vide cheque No. 100000 Dated 20/11/2023

(Dated initials of the person actually making the payments)

Executive Engineer
Jawahar (P.W.) Division,
Jawahar, Dist. Palghar.



Part-V Remarks
[This space is required for any remarks the disbursing officer of the Divisional Officer may wish to record in respect of the execution of the work, check of measurements of the state or contractor]

Handwritten notes in Marathi at the bottom of the page, including 'अर्थ' and 'माल'.

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(D) in Words	(B)	Total	Figure (D) in Words	... (A) Total value of work one to date
Figure (F) in Words				Deduct Value of work shown one previous bill...
				Net value of work since previous bill ... (F)

Part-I Account of Secured Advance allowed on the security of Materials brought to site

Quantity outstanding from previous bill	Deduct quantity utilized in measure previous bill	Quantity including quantity brought to site since previous bill	Full rate as assessed by the Divisional Engineer	Description of Materials	Unit	Reduced rate at which advance is made	Up-to-date amount of advance	References to Divisional Officers written order authorizing the advance	Reason for non clearance of advance when outstanding for more than three months.	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

III Part-Certificates and Signature	SHRI P. M. PATKAR	Total amount outstanding as per this bill ... (C)
SECTIONAL ENGINEER Entries column [4] to [9] of Part I are based on		Deduct amount outstanding payment (C) of previous bill
MEASUREMENT BOOK NO-0496551/2502 Page-64 checked		Net amount since previous bill ... (F)
100 % by the Sub-Divisional Officer on 6 to 8		

Figure (E) in Words

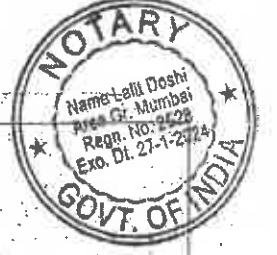
2. Certified [] that in addition to and quite apart from the quantities of work actually executed as shown in column 4 of part I, some work has been actually done in connection with service items and the value of such work [after deducting therefore the proportionate amount of secured advance if any ultimately recoverable on account of the quantities of materials used therein] is in case less than the advance payments as per column 3 of part I made or proposed to be made for the convenience of the contractors in anticipation of and subject to the results of detailed measurements which will be made as soon as possible.


3. Certified [] that the plus quantities of materials shown in column 3 part I above have been actually brought by the contractors to the sight of the work and the contractor has not previously received any advance on their security [] that these materials are of an imperishable nature and are all required by the contractors for use in the work in connection with items for which rates for finished work have been agreed upon and [] that a formal agreement in form 50 signed and executed by the contractor in accordance with paragraph 10-2-19 of the M.P.W.A. code is recorded in the Divisional Office.

Dated signature of the contractors
This signature is necessary only when the officer preparing the bill not officer preparing the bill

(Signature)
Sub-Divisional Officer
Wada
Sub-Divisional Officer preparing the bill
(M.M.) Sub-Div No.3

Dated signature of officer authorizing payment

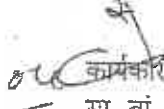


		कार्यकारी अभियंता यांचे कार्यालय सार्वजनिक बांधकाम विभाग जव्हार, जि. पालघर ४०१६०३	
वेब साईट - www.mahapwd.com	फोन - ०२५२०/२२२२३६ फॅक्स - ०२५२०/२२३०९२	ई-मेल - jawhar.ee@mahapwd.com	
जा.क्र./सा.बां/ प्रशा /ठाणे क्रम	/ २०१८	दिनांक : २९ / ०९ / २०१८	

प्रति,
 में, संचालक,
 सुप्रिम-मनोर-वाडा-भिवंडी
 इन्फ्रास्ट्रक्चर, प्रा. लि.,
 मुंबई.

विषय :- खाजगीकरणांतर्गत बांधा, वापरा व हस्तांतरित करा या तत्वावर मनोर ते वाडा रा.मा.३४ कि.मी.२९/५५० ते ५३/८०० व वाडा ते भिवंडी रस्ता रा.मा.३५ कि.मी.४९/०० ते ८९/०७० या रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.

वरील विषयान्वये आपणांस कळविण्यात येते की, बांधा वापरा हस्तांतरित करा या तत्वावर सदरचे काम आपणांस देण्यात आलेले असून रस्त्याची देखभाल दुरुस्ती करावयाची जबाबदारी आपली असून सदर रस्त्यावर आपणाकडून बऱ्याच ठिकाणी पावसाळ्यात पडलेल्या खडड्यांमध्ये तात्पुरत्या स्वरूपात पेव्हर ब्लॉक बसविण्यात आलेले असून अवजड वाहतुकीमुळे सदर पेव्हर ब्लॉक उंचसखल (खाली वर झाल्याने) व रस्ता खडबडीत झाल्याने वाहतुकीस अडथळा निर्माण होत असून, भविष्यामध्ये या उंचसखल व खडबडीत रस्त्यामुळे एखादा अपघात होण्याची शक्यता नाकारता येत नसल्याने, आपणांस याद्वारे सूचित करण्यात येते की, आपणाकडून ज्या ज्या ठिकाणी पेव्हर ब्लॉक बसविण्यात आलेले आहेत ते त्वरीत काढून टाकावेत व सदरच्या ठिकाणी सिमेंट कॉन्क्रीटने रस्ता तयार करण्याचे काम वाडा उपविभागाच्या देखरेखीखाली त्वरीत सुरु करावे व पावसाळ्यापूर्वी सदरचे काम पूर्ण करावे व रस्ता वाहतुकीस चांगल्या प्रकारे होईल याची दक्षता घ्यावी. ही बाब आपण गंभीरपणे घ्यावी याबाबतीत या भागातील मा. लोकप्रतिनिधींच्या भावना अतिशय तीव्र स्वरूपाच्या असल्याने याबाबतीत कोणतीही चालढकल व वेळकाढूपणा करू नये.


 कार्यकारी अभियंता
 सा. बां. विभाग, जव्हार

प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

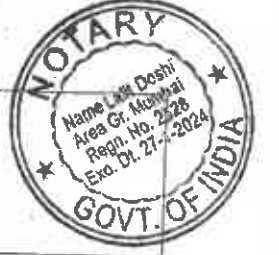
प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीसाठी रवाना.

२/- सदरच्या पेव्हरब्लॉक हटविण्याबाबत आपण उदयोजकाकडे सतत पाठपुरावा करून सदरचे काम तातडीने पावसाळ्यापूर्वी करून घेण्याचे नियोजन करावे व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

स्मरणपत्र २



कार्यकारी अभियंता यांचे कार्यालय
सार्वजनिक बांधकाम विभाग
जवहार, जि. पालघर ४०१६०३



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जा.क्र./सा.बां/ प्रशा / ठाणे कॅम्प / २०१८	दिनांक : २५ / ०५ / २०१८	

प्रति,
मे. संचालक,
सुप्रिम-मनोर-वाडा-भिवंडी.
इन्फ्रास्ट्रक्चर, प्रा. लि.,
मुंबई.

विषय :- खाजगीकरणांतर्गत बांधा, वापरा व हस्तांतरित करा या तत्वावर मनोर ते वाडा रा.मा.३४ कि.मी.२९/५५० ते ५३/८०० व वाडा ते भिवंडी रस्ता रा.मा.३५ कि.मी.४९/००.ते ८९/०७० या रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.

संदर्भ : १. कार्यारंभ आदेश दिनांक ११.१०.२०१०
२. कार्यकारी अभियंता यांचे कार्यालय जा.क्र./सा.बां/ प्रशा / ठाणे कॅम्प/ २०१८ दि २९/०१/२०१८

वरील संदर्भाय विषयान्वये आपणास कळविण्यात येते की, बांधा वापरा हस्तांतर करा या तत्वावर सदरचे काम आपणास देण्यात आलेले असून रस्त्याची देखभाल दुरुस्ती करावयाची जबाबदारी आपली असून सदर रस्त्यावर आपणाकडून ब-याच ठिकाणी पावसाळ्यात पडलेल्या खडड्यांमध्ये तात्पुरत्या स्वरूपात पेव्हर ब्लॉक बसविण्यात आलेले असून अवजड वाहतुकीमुळे सदर पेव्हर ब्लॉक उंचसखल (खाली वर झाल्याने) व रस्ता खडबडीत झाल्याने वाहतुकीस अडथळा निर्माण होत असून, सदरील पेव्हर ब्लॉक हटविण्याबाबत आपणास संदर्भाय पत्रान्वये आपणास आदेशित करण्यात आलेले होते परंतु आजतागायत आपण त्याची दखल घेतल्याचे दिसून येत नाही. ही अतिशय खेदाची बाब असून, भविष्यामध्ये या उंचसखल व खडबडीत रस्त्यामुळे एखादा अपघात होण्याची शक्यता नाकारता येत नसल्याने, आपणास याद्वारे पुनश्च सुचित करण्यात येते की, आपणाकडून ज्या ज्या ठिकाणी पेव्हर ब्लॉक बसविण्यात आलेले आहेत ते त्वरीत काढून टाकावेत व सदरच्या ठिकाणी सिमेंट कॉक्रीटने रस्ता तयार करण्याचे काम वाडा उपविभागाच्या देखरेखीखाली त्वरीत सुरु करावे व पावसाळ्यापूर्वी सदरचे काम पूर्ण करावे व रस्ता वाहतुकीस चांगल्या प्रकारे होईल याची दक्षता घ्यावी.

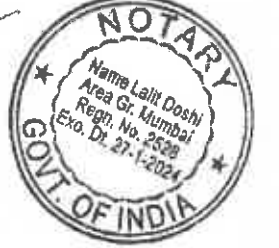
तसेच निविदेमधील शेड्यूल 'ओ' पान क्र १८३ नुसार रस्त्याचा खडबडीत निर्देशांक ज्या ज्या ठिकाणी २००० मिली मीटर पेक्षा जास्त येत असल्यास त्या त्या ठिकाणी ४० मीमी जाडीच्या बिटयुमिनस कॉक्रीटने रस्त्याचे पंचवर्क करून रस्ता वाहतुकीस सुयोग्य ठेवणे अपेक्षित असतानाही आपणाकडून याबाबतीत वारंवार सूचित करूनही पूर्णपणे दुर्लक्ष झाल्याचे व काहीही कार्यवाही होत नसल्याचे दिसून येते. ही बाब आपण गंभीरपणे घेत नसल्याने सदरील कामे निविदा शर्त 'ओ' नुसार दुस-या ठेकेदाराकडून करून घेण्यात येवून त्यापोटी होणा-या खर्चाची वसूली आपणास देण्यात येणा-या एसटी व कार यांना देण्यात येणा-या सबलतीच्या रकमेतून वसूल करण्यात येईल. याची आपण गंभीरपणे नोंद घ्यावी. तसेच शेड्यूल 'ओ' मधील शर्ती कडे आपले लक्ष वेधण्यात येत असून आजपर्यंत आपणाकडून शेड्यूल 'ओ' मधील शर्तीचे पूर्णपणे उल्लंघन झाल्याचे दिसून येत आहे, ही अतिशय खेदाची बाब आहे.

आपणास या पत्राद्वारे पुनश्च: सुचित करण्यात येते की, शेडयूल 'ओ' नुसार रस्त्याची देखभाल दुरुस्ती तातडीने उपअभियंता व शाखा अभियंता वाडा सां बां उपविभाग यांच्या मार्गदर्शनाखाली त्वरीत सुरु करावी.

रस्त्याच्या देखभाल दुरुस्तीकडे आपण पूर्णपणे दुर्लक्ष केल्याने व कोणतीही बाब आपण गंभीरपणे घेत नसल्याने या भागातील लोकप्रतिनिधी व जनसंघांना भावना अतिशय तीव्र स्वरुपाच्या असल्याने याबाबतीत कोणतीही चालढकल व वेळकाढूपणा करू नये.

(Signature)



कार्यकारी अभियंता
सा. बां. विभाग, जव्हार



प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीसाठी रवाना.

२/- सदरच्या पेव्हरब्लॉक हटविण्याबाबत आपण उदयोजकाकडे सतत पाठपुरावा करून सदरचे काम तातडीने पावसाळयापूर्वी करून घेण्याचे नियोजन करावे व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

 वाडा (सा बां.) उपविभाग	महाराष्ट्र शासन उप विभागीय अधिकारी सार्वजनिक बांधकाम उप-विभाग वाडा, जि. पालघर पिन कोड ४२१३०३	
	वेबसाईट - www.mahapwd.com फोल्ड क्रमांक - ०२५२६-२७१४४३	
जावक क्रमांक/साबा/उवि/वाडा/३७९/२०१८		

प्रति,

मे. सुप्रिम मनोर वाडा भिवंडी इन्फ्रा. प्रा. लि. (विशेष प्रयोजन संस्था)

सुप्रिम हाऊस प्लॉट नं. ९४, सी प्रतापगड,

आय.आय.टी. मेन गेट समोर, पवई

मुंबई ४०० ०७६

विषय - खाजगी करणांतर्गत मनोर ते वाडा रा.मा. क्र. ३४ (किमी २९/५०० ते ५३/८००)

व वाडा-भिवंडी रस्ता रा. मा. क्र. ३५ किमी ४९/०० ते ८९/०७० किमी रस्त्याचे चौपदरीकरण करणे. (देखभाल दुरुस्तीबाबत)

कार्यकारी अभियंता, सा. बां. विभाग, जवहार	
कार्य. अभियंता	
उप कार्य. अभियंता	
प्रथम लिपिक	
द्वितीय लिपिक	
शास्त्र	
आवक क्र.	३०६२
दिनांक	२०/०८/१८

उद्देश - १) सा.बा. उपविभाग वाडा यांचे दि. ३/५/२०१८ रोजीचे जावक क्र./साबा/उवि/वाडा/३७९/२०१८ चे पत्र

२) दि. ५/७/२०१८ रोजीचे श्रमजिवी संघटनेचे मौजे कुडूस येथील आंदोलन


विवक्षित विषयांकीत काम आपले मार्फत करण्यांत आलेले आहे. महामार्गाच्या संपुर्ण लांबीत खड्डे पडलेले असून सदरचे खड्डे भरणेबाबत आपणांस संदर्भिय पत्र क्र. १ अन्वये कळविल्यानंतरसुध्दा आपण नेहमीप्रमाणे देखभाल दुरुस्तीबाबत चाल ठकल करित आहात. रस्त्यावरील खड्ड्यामुळे एखादा मोठा अपघात होऊन त्यात जिवीत व वित्तहानी होण्याची शक्यता नाकारता येत नाही. आजमितीपर्यंतच्या आपले अनुभवावरून आपण रस्त्याची देखभाल दुरुस्ती करण्यास नेहमीच दिरंगाई केलेली असून मंजूर निविदेतील अटी शर्तीनुसार उजकाची असलेली जबाबदारीही पार पाडण्यात आपण नेहमी उदासीन आहात ही खेतजनक बाब आहे. विभागाच्या वारिष्ठ अधिका-यांच्या वेळोवेळीच्या दौ-यांवेळी दिलेल्या सुचना



..२..

स्थानिक जनतेनी केलेली आंदोलने व लोकप्रतिनिधीनी वेळोवेळी रस्ता सुस्थितीत ठेवण्यासाठी केलेल्या सुचना या बाबींचा आपण गांभिर्याने विचारय करीत नसल्याचे आपल्या आजवरच्या प्रतिसादातून दिसून येते.

मा. अधिक्षक अभियंत यांचे दौ-यावेळीही रस्त्यावरील ज्या भागात पाणी साचून रस्ता वारंवार क्षतीग्रस्त होतो अशा ठिकाणी कायम स्वरुपी उपाययोजना करणेबाबत सुचना केलेल्या आहेत. विषयांकीत रस्त्याच्या लांबीत मौजे वाढा ते भिवंडी रा. मा. क्र. ३५ च्या लांबीत सोबत दिलेल्या यादीतील गावांजवळ रस्ता वारंवार नादुरुस्त असतो अशा ठिकाणी डांबराने काम करण्याऐवजी कॉक्रीटीकरणाचे (PQC) करणेबाबत सुचित केलेले आहे. तरी आपणांस कळविण्यांत येते की, उपरोक्त दर्शविलेल्या ठिकाणी तात्काळ कॉक्रीटीकरणाचे काम सुरु करण्यात यावे. सदरचे काम पुढील १५ दिवसाचे आत सुरु न झाल्यास विभागामार्फत आपल्या जबाबदाशेवर व खर्चाने (Risk & Cost) करणेत घेऊन मंजूर निविदेतील अटी व शर्तीनुसार आपलेकडून घेतले जाईल याची नोंद घ्यावी व काम सुरु करतेवेळी या उपविभागास व संबंधित अभियंत्यास सुचित करण्यात यावे.


उप विभागीय अधिकारी
वाडा (सा बां.) उपविभाग
वाडा

✓ प्रत - कार्यकारी अभियंता सा. बा. विभाग जव्हार यांना माहितीसाठी व पुढील कार्यवाहीसाठी



कोंकणीटीकूरण करण्याच्या गावांचा साखळी क्रमांक निहाय तपशिल

अ.क्र.	गावाचे नाव	साखळी क्र.		अंतर	डावी बाजू	उजवी बाजू
		च्या पासून	च्या पर्यंत			
१.	दुगाडफाटा	१३/७००	१३/७६०	६०		✓
२.	दाभाडफाटा	१४/०२०	१४/०५०	३०	✓	
३.	दिघाशीफाटा	१८/१००	१८/२८०	१८०		✓
४.	तांदूळबाजार	१८/३००	१८/४००	१००		✓
५.	आर्मंत्रण हॉटेल	२२/१००	२२/५००	४००		✓
६.	चारमिनार कंपनी	२३/०००	२३/१००	१००		✓
७.	मुसारणे फाटा	२३/४५०	२३/५५०	१००	✓	
८.	जयमल्हार स्टील	२४/८००	२४/९००	१००		✓
९.	कुडूस नाका	२५/४५०	२५/७००	२५०	✓	✓
१०.	कुडूस पेट्रोल पंप	२६/०२०	२६/०८०	६०	✓	✓
११.	कोका कोला कंपनी (मराठी शाळा)	२६/३००	२६/३५०	५०		✓
१२.	कोका कोला कंपनी (एम.आर.एफ. टायर्स)	२६/६००	२६/६५०	५०	✓	✓
१३.	कंचाडफाटा वनखाते	२७/०००	२७/६५०	६५०	✓	✓
१४.	प्रशांती हॉटेल खुपरी	२८/७००	२८/८२०	१२०	✓	
१५.	ऑरेकल कंपनी खुपरी	२९/०५०	२९/१५०	१००		✓
१६.	मुरलीमनोहर हॉटेल खुपरी	२९/४५०	२९/५१०	६०	✓	✓
१७.	देवगाव फाटा खुपरी	३०/०८०	३०/२३०	१५०	✓	✓
१८.	सनस्टील कंपनी खुपरी	३१/२५०	३१/३५०	१००	✓	
१९.	किनईपाडा	३२/०५०	३२/२५०	२००	✓	✓
२०.	शिरीषपाडा वजन काटा / जंक्शन	३६/२५०	३६/३५०	१००	✓	✓

कुडूस विड



Office of Executive Engineer
Public works Division Jawhar
Dist Palghar 401603



Web: www.mahapwd.com	Phone - 02520/222236 Fax - 02520/223092	Email - jawhar.ee@mahapwd.com
PW Dn. / Jawhar / / 2018 2549		Date: /2018 03/09/2018

To
Supreme Manor Wada Bhiwandi Infrastructure Private Limited
Supreme House. Plot No. 94/C
Pratapgad,
Opp. IIT Main Gate, Powai,
Mumbai 400 076.

Sub.: Four Lane of Wada Bhiwandi road from Km. 49.00 to Km 89.07 of State Highway No. 35 and Manor Wada road from Km. 29.55 to Km. 53.80 of State Highway No. 34 in District Thane. ("said project")

Ref.:१. दि ०८.०३.२०१० रोजी राज्य शासनाशी केलेला सवलतीचा करारनामा

२. या कार्यालयाचे पत्र क्र सावां/विज/आस्थापना/४४१९ दि २९.०९.२०१५
३. या कार्यालयाचे पत्र क्र सावां/विज/आस्था/ठाणे कॅम्प/२०१५ दि ०३.११.२०१५
४. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि १०.०३.२०१६
५. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि ०३.०५.२०१६
६. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा /२००९ दि १३.०५.२०१६
७. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा ३०८३ दि ०६.०८.२०१६
८. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा ३२२४ दि ११.०८.२०१६
९. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा ३२५३ दि १६.०८.२०१६
१०. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/ठाणे कॅम्प २०१६ दि २१.०८.२०१६
११. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा ३६७६ दि १४.०९.२०१६
१२. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/४१९० दि २६.१०.२०१६
१३. या कार्यालयाचे पत्र क्र सावां/विज/प्रशा/४१९७ दि २६.१०.२०१६
१४. जिल्हाधिकारी तथा जिल्हादंडाधिकारी यांचे पत्र क्र. गृह/कक्ष१/टेश/रस्ता दुरावस्था/कावि-११/२०१६ दि १६/११/२०१६
१५. श्री. प्रकाश पाटील, शिबसेना तालुका प्रमुख - वाडा यांचे दि २४/०८/२०१६ चे पत्र
१६. श्री. निलेश भगवान सांबरे यांचे दि ०८/०८/२०१६ चे पत्र सचिव वाडा
१७. सचिव अमजीवी संघटना वाडा यांचे दि ०५/०८/२०१६ चे पत्र
१८. या कार्यालयाचे पत्र ठाणे कॅम्प/ २०१८/ दि २९.१.१८
१९. या कार्यालयाचे पत्र ठाणे कॅम्प/ २०१८/ दि २५.५.१८
२०. वाडा उपविभागाचे पत्र जाक्र/सावां/उर्व/वाडा ७४९/२०१७ दि २२.९.२०१८
२१. जाक्र अशा/सावां/विज/प्रशा/२८८४/२०१९ दि ५.८.२०१८

1. Vide Concession Agreement dated 8th March, 2010 executed between Govt. of Maharashtra ("GoM") and your goodselves ("said Concession Agreement"), you were entrusted the work of Four Lanning of Wada Bhiwandi road from Km. 49.00 to Km. 89.07 of State Highway No. 35 and Manor Wada road from Km. 29.55 to Km. 53.80 of State Highway No. 34 in District Thane ("Project Road") on BOT basis. The said Concession Agreement is valid and subsisting and terms thereof are binding on the parties thereto. Concession Period as per the said Concession Agreement is 22 years & 10 months ("including Construction Period") commencing from the Commencement Date of the Project Road ("Concession Period").



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- As per Article (9.4) of the Concession Agreement, you are liable for maintenance of the Project Road during the entire Concession Period; and to modify, repair or otherwise make improvements to the Project/Project Facility to comply with Specifications and Standards and other requirements set forth in the Concession Agreement, Good Industry Practice, Applicable Laws and Applicable Permits and manufacturer's guidelines and instructions. This liability includes without limitation (i) ensuring smooth and uninterrupted flow of traffic during normal operating conditions; (ii) undertaking routine maintenance including prompt repairs of potholes, cracks, concrete joints, drains, line marking, lighting and signage; (iii) undertaking maintenance works in accordance with the Maintenance Manual and Maintenance Programme as set out in Schedule "O" to the Concession Agreement. It is important to record that, the expression "Maintenance" as used in the said Concession Agreement includes replacement of equipments, consumables, horticultural maintenance and repairs to equipments, pavements, bridges, structures and other civil works including removing of encroachments which are part of the Project/Project Facility
3. As per Articles (9.8)(e) of the Concession Agreement, in the event of you not maintaining and/or repairing the Project or part thereof up to and in accordance with Specifications and Standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report; and if you fail to commence remedial works within 30 days of notice in that behalf from the Engineer-in-Charge, then the GoM is entitled, without prejudice to its rights and remedies under the said Concession Agreement, including termination to undertake to cause the repair and maintenance of the Project from the performance security at your risk and cost. If the performance security is inadequate to cover the cost of repair and maintenance then you are bound and liable to reimburse the deficit amount to the GoM within 7 days of demand thereof. You are further bound and liable to recoup the performance security to the full extent within 30 days from the date of receipt of such demand from the Engineer-in-Charge. Further, if you fail to recoup the performance security and/or reimburse the expenditure which cannot be met with from the performance security, the Engineer-in-Charge is entitled to order suspension of collection of toll by you till the amount is fully realized.
 4. As per your request, with effect from the date of Provisional Completion Certificate i.e. 27th February, 2013, you became entitled to charge, collect and appropriate toll on the Project in accordance with the Toll Notification and the said Concession Agreement. Accordingly, from the said date you started toll collection and the same is continued till date.
 5. Along with the Provisional Completion Certificate, PWD Jawhar, Dist. Palghar had issued you a list of incomplete works ("Punchlist"). You were bound and liable to complete the works in the Punchlist within 60 days from the Provisional Completion Certificate. However, you have completely failed, avoided and neglected in completing the same. With effect from the date of Provisional Completion Certificate you became liable to maintain and repair the Project and every part thereof up to and in accordance with Specifications and Standards and/or in accordance with the Maintenance Programme or the Maintenance Manual or the O&M Inspection Report. However you have completely failed, avoided and neglected in performing the said obligation also.
 6. Between 2015-2016, PWD Jawhar, Dist. Palghar received a number of complaints from political leaders, local social welfare organizations, local social workers and residents about extremely poor state of the Project, complete lack of maintenance and consequential hardship caused to the members of the public at large PWD Jawhar, Dist. Palghar by its various letters had apprised you about the public unrest on account of hardship caused to them due to poor state of the Project; and required you to take immediate remedial steps. But despite receipt of the above letters you did not take any steps in the matter.
 7. Between 2015 and 2016, a number of joint meetings of all concerned persons, including your officers were held when the issues regarding incomplete works of the Project and its repair and maintenance were discussed and you were given directions to complete



the same. Details of some of such joint meetings and time to time assurances given by you are as under:

- (a) In the meeting held on 14th November, 2016 it was brought to the notice of your officer Mr. Shaikh that poor work of construction of road surface to be rectified.
 - (b) In the meeting held on you were directed to submit a bar chart for completing the pending works such as distressed stretches and potholes and thereafter to complete the said within 10 days. But you did not do compliance of the above directions;
 - (c) On 14th November, 2016 a meeting of all concerned persons was held. This meeting was attended by your General Manager Mr. Shaikh. In this meeting your General Manager assured to complete the necessary works of repairs within 7 days. But once again nothing has been done;
 - (d) Between 2017-18 PWD Jawhar Dist-Palghar received numbers of complaints from political leaders in district planning committee meeting which is held on 25/01/2018 and 24/08/2018 about extremely poor state of the project complete lack of maintenance and repair work.
 - (e) During the 22/08/2018 Chief Engineer of Konkan Region inspect project and instruct to Mr. Shaik Project Manager Assured to complete the necessary work of repair immediately but once again nothing has been done
8. We time to time apprised you of your gross failure and negligence and required you to complete the pending works of the Project and to carry out the necessary repair works and maintenance thereof. Though you have received all the said letters, you have not taken any steps to make compliance of the directions/instructions given thereunder.
9. Though PWD Jawhar, Dist. Palghar has from time to time apprised you of the incomplete work of the Project and of the repair and maintenance works required to be carried out thereon, once again a comprehensive list of all such works is provided herewith:
- (a) As per approved and accepted cashflow of the project, you have to incur 1% of the total project cost for maintenance, annually, for the maintenance of road as mentioned in the points of schedule 'O'. Since, you have neither maintained the road nor submitted any details of maintenance schedule carried by you from the date of commencement of toll as per notification dated 01.03.2013, till date, it is clearly understood that, you have failed to maintain the road in acceptable condition and standards mentioned in contract. The road length is severely damaged in some stretches along with distressed stretches and potholes
 - (b) It is also noticed that, in view of the safety of commuters, mentioned in Schedule 'P', you have also not maintained the safety standards of the road which has resulted in many fatal accidents. This is a serious issue, wherein responsibility is completely lies with you.
 - (c) You have not submitted the copy of detailed year wise expenditure incurred for maintenance of the subject road and copies submitted to this office in regard of maintenance as per schedule "O" and schedule "P" since commencement of levy of toll.
 - (d) As per schedule 'O' and schedule 'P', the roughness index in needs to be renewed however, the same has not been renewed. You are, therefore, requested to immediately renew the same along with all safety features for acceptable conditions and standards of road as per contract.
 - (e) You have not maintained road as per maintenance manual and kept road surface in proper condition. You are therefore, requested to submit the roughness index Kilometer wise in entire stretch along with completion of all maintenance activities in the entire stretch within 3 days. Reference to it is...



4(i),(ii),(iii),(iv) of schedule 'O' of contract documents and orders received from district Magistrate.

- (f) Please take note that, your act and action not only contrary to the Concession Agreement but also to the statement made by you before the Hon'ble High Court in your Arbitration Petition No. 945 of 2016. When said Arbitration Petition came for the hearing, you impressed upon the Court that, you are maintaining the road and you shall continue to maintain the said road after monsoon session. However, the road condition is extremely poor and there are potholes at various places. Your aforesaid act of misleading the Hon'ble High Court has not only caused hardship to the public at large but amounts to abuse of law. All your aforesaid act, we will bring to the notice Hon'ble Court, who were kind enough to grant relief to you on the basis of your submission and undertaking.

Considering the above facts, it is clearly understood that you are deliberately refraining yourself from maintenance activity and solely responsible for accidents/social aggravations /public grievances of commuters causing inconvenience to them. It is also informed to you, even, District collector and District Magistrate, Palghar has issued directions to this office for taking action in regard of immediate closure of the toll till the entire rectification is done to the subject road and road is made safe to commuters as per tender/contract clauses

10. Without prejudice to aforesaid, please take note that, in terms of Article (9.8)(e) of the said Concession Agreement, you are hereby called upon to commence the aforesaid works within 30 days from receipt of this letter by you and complete the same immediately within same span. If you fail to commence the work within the stipulated period, then, without prejudice to the GoM's/PWD Jawhar, Dist. Palghar's rights and remedies under the said Concession Agreement, they would carry out the said works through an independent contractor at your risk and cost. Please note that in such event, provisions of Article (9.8)(e) of the said Concession Agreement would become applicable and you would be liable to make compliance of the same without any delay or demur.

This is the final notice, please note



Executive Engineer
PWD Jawhar
Dist. Palghar

Copy submitted to : The Collector District Palghar for favour of information please

Copy submitted to : Superintending Engineer, Thane P.W. Circle, Thane for information please

Copy to : Subdivision officer, P.W. Subdivision Wada for information

2/- Kindly follow up this matter and report accordingly.

कार्यकारी अभियंता सार्वजनिक बांधकाम विभाग जव्हार जव्हार, जि. पालघर ४०१६०३		 
<small>www.mahapwd.com / jawhar.ec@mahapwd.com / Ph.02520-222236 / Fax.02529-223092</small>		
पत्रांक क्रमांक :	सा.बां/विज/प्रशा/५६८४	दिनांक: ०३/१०/२०१६

प्रति,
मे. संचालक,
सुप्रिम-मनोर-वाडा-भिवंडी
इन्फ्रास्ट्रक्चर, प्रा. लि.,
मुंबई.

विषय :- खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी प्रकल्पाचे बांधकाम नयेच
(बाह्यवळण रस्ता विश्वभारती फाटा भिनार-वहपे जंक्शन रस्त्याचे बांधकाम
करणे).
असमाधानकारक देखभाल दुरूस्तीबाबत नोंदीस.

संदर्भ

१. कार्यारंभ आदेश क्र. TD/TENDER/11220 Date.11/10/2010.
२. करारनामा क्र.बीओटी-१ सन २०१०-११.
३. या कार्यालयाचे पत्र क्र साबां/विज/आस्थापना/४४१९ दि २९.०९.२०१५
४. या कार्यालयाचे पत्र क्र साबां/विज/आस्था/ठाणे कॅम्प/२०१५ दि ०३.११.२०१५
५. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि १०.०३.२०१६
६. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/२०१६ दि ०३.०५.२०१६
७. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा /२००९ दि १३.०५.२०१६
८. सचिव श्रमजीवी संघटना वाडा यांचे दि ०५/०८/२०१६ चे पत्र
९. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३०८३ दि ०६.०८.२०१६
१०. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३२२४/ दि ११.०८.२०१६
११. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३२५३ दि १६.०८.२०१६
१२. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/ठाणे कॅम्प/ २०१६ दि २१.०८.२०१६
१३. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/३६७६ दि १४.०९.२०१६
१४. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/४१९० दि २६.१०.२०१६
१५. या कार्यालयाचे पत्र क्र साबां/विज/प्रशा/४१९७ दि २६.१०.२०१६
१६. जिल्हाधिकारी तथा जिल्हादंडाधिकारी यांचे पत्र क्र. मूह/कस/टे/रस्त्व
दुरावस्था/कावि-११/२०१६ दि ११/११/२०१६
१७. श्री. प्रकाश पाटील, शिवसेना तालुका प्रमुख - वाडा यांचे दि २४/०८/२०१६
चे पत्र
१८. श्री. निलेश भगवान सांबरे यांचे दि ०८/०८/२०१६ चे पत्र सचिव वाडा
१९. मा. सचिव रस्ते यांच्या दालनात दि ०२.०६.२०१८ रोजी झालेली बैठक
२०. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि २९.१.२०१८
२१. दि ८.०३.२०१० रोजी राज्य शासनाशी केलेला सवलतीचा करारनामा
२२. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि २५.५.२०१८
२३. या कार्यालयाचे अशा/साबां/विज/आस्था/२४८४/दि ५.८.२०१८
२४. उपअभियंता वाडा यांचे आपणास लिहिलेले पत्र
साबां/उवि/वाडा/६३२/२०१८ दि २०.८.२०१८
२५. या कार्यालयाचे पत्र क्र साबां/प्रशा /ठाणे कॅम्प २०१८ दि ३०.८.२०१८



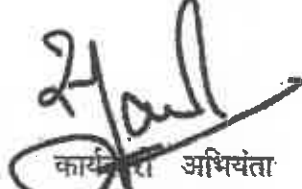
२५. या पावसाळ्यापासून पत्र क्र साबा/प्रशा / २५०२/ २०१८ व २६.२०१८
 २७. वाडा उपविभागाचे पत्र जाक्र/साबा/उवि/वाडा/७४९ दि २२.९.२०१८
 २८. सुनिल पाटील उपजिल्हाप्रमुख शिवसेना पालघर यांचे २५.९.२०१८ रोजीचे पत्र
 २९. या कार्यालयाचे पत्र क्र साबा/प्रशा / २८६०/ २०१८ दि २९.९.२०१८
 ३०. सुनिल पाटील उपजिल्हाप्रमुख शिवसेना पालघर यांचे ३.१०.२०१८ रोजीचे
 खंडेश्वरी नाका वाडा येथे आंदोलन
 ३१. या कार्यालयाचे पत्र क्र साबा/प्रशा / ठाणे कॅम्प २०१८ दि ११.१०.२०१८

विषयांकीत प्रकल्पाची असमाधानकारक देखभाल दुरुस्ती, रस्त्यावरील खड्डे, प्रकल्पाची अस्वच्छता, निविदेमधील Vol-I, Schedule 'O', Pg. No.183 to 186 नुसार प्रकल्पाची करावयाची नियमित देखभाल, पथकर भरून रस्त्याचा वापर करणाऱ्या वाहनधारकांना येणाऱ्या अनंत अडचणी, प्रकल्प रस्त्यावरील काही अपुर्ण कामे तसेच पावसाच्या पाण्याचा निचरा होण्याच्या दृष्टीकोनातून केलेली उपाययोजना या विषयी मा. लोकप्रतिनिधी, सा. बां. विभाग, महसूल विभाग, पोलीस दल यातील वरीष्ठ अधिकारी, विविध राजकीय पक्ष तसेच इतर संघटना यांचे पदाधिकारी, स्थानिक नागरीक यांनी वेळोवेळी तीव्र स्वरूपाची नाराजी व्यक्त केली आहे. सदर बाबतीत यापूर्वीही गेल्या पाच वर्षांत आपणांसोबत वारंवार संदर्भीय पत्रांमध्ये आपणाशी पत्रव्यवहार करण्यात आलेला आहे. परंतु त्या अनुषंगाने आपणांकडून प्रत्यक्ष काहीही कार्यवाही तसेच कुठल्याही प्रकारचा सकारात्मक प्रतिसाद प्राप्त होत नाही, हे अत्यंत खेदाने नमूद करावे लागत आहे व ही अत्यंत दुर्दैवी बाब आहे. निविदेतील शर्तीनुसार सन २०१८-१९ या वर्षामध्ये पूर्ण रस्त्याचे नूतनीकरण करणे आपणास बंधनकारक असतानाही आपणांकडून आजअखेर कोणत्याही प्रकारची कार्यवाही करण्यात आलेली नाही ही गंभीर बाब असून निविदेतील शर्तीचा आपण भंग करीत असल्याचे निदर्शनास येत आहे. दिनांक ८.३.२०१९ रोजी संशोधन अधिकारी महाराष्ट्र अभियांत्रिकी संस्था (मेरी) नाशिक यांनी सदर रस्त्याच्या घेतलेल्या रफनेस इंडेक्स (अरुर) नुसार सदर रस्त्याचा पृष्ठभाग अतिशय खराब असल्याचे दिसून येत आहे. या खराब रस्त्यामुळे रस्त्यावर वारंवार अपघात घडून वारंवार जीवितहानीही होत असल्याने या भागातील नागरिकांमध्ये या नादुरुस्त रस्त्याबाबत प्रचंड प्रमाणात रोष व चौड असून वारंवार आंदोलने रस्ता बंद या स्वरूपाचे व्यक्त होत असल्याने रस्त्यावरील ब-याचशा भागात सध्या पडलेले खडडे तातडीने भरून घेण्याची कार्यवाही आपल्याकडून करण्यात येत नाही याबाबतीतही आपणाकडे वारंवार पाठपुरावा करावा लागतो व आपणांकडून काहीही सकारात्मक प्रतिसाद मिळत नाही.

सन २०१९ च्या पावसाळ्यामध्ये रस्त्याची देखभाल दुरुस्ती करण्याच्या दृष्टीकोनातून उपाययोजनेचे कालबद्ध नियोजन करण्याबाबत आपणास आदेशित करण्यात आलेले होते. मा. मुख्य अभियंता व मा.अधीक्षक अभियंता यांनी दि ८.५.२०१९ रोजी या रस्त्याच्या फाहणीच्या दौ-याच्या वेळी रस्त्याच्या सद्यस्थितीबाबत ती स्वरूपाची नाराजी व्यक्त केली असून त्यांनी दौ-याच्या वेळी सदर रस्ता ज्या ज्या ठिकाणी रस्ता खचलेला व वारंवा क्षतिग्रस्त होतो. त्या ठिकाणी कोंक्रीटीकरणाने रस्ता दुरुस्त करण्याबाबत आदेशित केले असून संदर्भ क्र ४ नुसार उपअभियंता वाडा यांनी क्षतिग्रस्त साखळी क्रमांकासह कळविलेले आहे. त्याबाबतही आपणांकडून काहीही कार्यवा करण्यात आल्याचे दिसून येत नाही. या अनुषंगाने निविदा खंड भाग-१ मधील पृष्ठ क्र.५९ व ६० वरील कल



क्र.१.४, १.५, १.६ कडे आपले लक्ष वेधण्यात येत आहे. तसेच निविदा खंड भाग-१ मधील शेड्युल 'ओ' व शेड्युल 'एक्स' मध्ये दिलेल्या सुचनेनुसार रस्त्याची देखभाल दुरुस्ती करणे आपणांस बंधनकारक आहे. रस्त्यावर पडलेले खडडे डांबरखडीने त्वरीत भरून घ्यावेत व ज्या भागात जास्त प्रमाणात रस्ता खराब आहे तेथे त्वरीत डांबरीकरणाचे काम सुरु करावे, पाण्याचा निचरा व्यवस्थित होण्यासाठी गटारे खोल करून गटारे, मो-या स्वच्छ करून घ्याव्यात. बासूमट्टी यांचा योग्य उतार देवून तासणी करावी. तसेच मध्यदुभाजक व आवश्यक रंगरंगोटीही करण्यात यावी. मा.उच्च न्यायालयाने दि २६/८/२०१६ दाखल झालेल्या याचिका खारिज करताना रस्त्याचा प्रत्येक महिन्याला खडबडीत निर्देशांक घेऊन रस्ता सुस्थितीत व अपघात विरहीत ठेवूनच टोल वसुली सुरु ठेवण्याबाबत आपणांस आदेशित केलेले असतानाही आपणाकडून वेळोवेळी याचे उल्लंघन होत असून मा. उच्च न्यायालयाच्या आदेशाचा आपणाकडून भंग होत असून न्यायालयाच्या आदेशाचा अपमान करण्यात येत आहे. तसेच शासन सा बां विभागाचे परिपत्रक क्र खाक्षेस २०१६/प्रक्र२३३/ रस्ते ९अ/दि २५.१०.२०१७ मध्ये नमूद परिपत्रकाप्रमाणे प्रत्येक महिन्याला खडबडीत निर्देशांक घेणे आवश्यक असतानाही आपणाकडून याबाबतीत हेतूपुरस्पर टाळाटाळ व दिरंगई करण्यात येते आपणास याबाबतीतही वारंवार लेखी व तोंडी आदेशित करण्यात आलेले आहे. ~~रस्त्याच्या अक्षर्यात धाबपट्टीमुळे होणाऱ्या अपघातास अटोमोबिल २-४ नुसार उदयोजक अर्थव्यय होई.~~ आपणाकडून रस्त्याच्या देखभाल दुरुस्तीबाबतीत होणा-या अक्षर्या दुर्लक्षामुळे निष्पाम लोकांचे नाहक जीव जात असून ही या रस्त्याचे उदयोजक म्हणून आपणास निश्चितच भूषणावह बाब नाही व या आपणाकडून होणा-या दुर्लक्षामुळेच सदर लोकांचे जीव जात असल्याने ही खेदाची व शरमेची बाब आहे. तरी आपणास याद्वारे सक्त ताकीद देण्यात येते कि सदर रस्त्याची मॅन्युअल 'ओ' नुसार तात्काळ दुरुस्ती हाती घेण्यात यावी व पुढील अप्रिय घटना टाळावी.


कार्यवाही अभियंता
सा. बां. विभाग, जव्हार

प्रत : मा. अधीक्षक अभियंता, ठाणे (सा. बां.) मंडळ, ठाणे यांना माहितीसाठी सविनय सादर.

प्रत : उपविभागीय अभियंता, सा. बां. उपविभाग वाडा यांना माहिती व पुढील कार्यवाहीकरिता रवाना.

२/- सदर रस्त्यावर ब-याच प्रमाणात खडडे पडल्याचे निर्दर्शनास येत असून आपण उदयोजकाशी तातडीने संपर्क करून पडलेले खडडे बुजविण्याची कार्यवाही करून घ्यावी व केलेल्या कार्यवाहीबाबत या कार्यालयास अवगत करावे.

आदिवासी कष्टकारी दोर नाथ - माणूस हाय । माणूसकीची भीक नको हक्क हवा हक्क हवा ।।



श्रमजीवी संघटना - महाराष्ट्र

रजि. ट्रेड युनियन नं. टी. एच. एन. ६५ (ठाणे) महाराष्ट्र



जा. क्र. अ. सं. वाडा छात्र

दिनांक : 20/4/2022

प्राति.
ना. उपअधिका
सा. ना. अपूर्णिता वाडा
ता. वाडा ता. पाठकर

विषय :- दि. 9/4/2022 रोजी टोकबंद
अंदाज करित असलेले बाबत.

महाराष्ट्र

श्रमजीवी संघटना (संघटनेच्या) या संस्थेचे
काम सुप्रसिद्धपणे चालू आहे. तसेच श्रमिकांचे
दबावे काढून देण्यासाठी पुणे जिल्ह्यात अनेक
या संस्थांवर अनेक वेळा पत्रे पाठविले आहेत.
तसेच अनेक पत्रांत, आणि या संस्थांमध्ये
वर्तमान अनेक वेळा वाढत्या असल्याने
आजही अनेक वेळा श्रमजीवी संघटनेने
कामही या संस्थांमध्ये पुढील प्रमाणे
आलेले नाही. आणि अपवादाची बाबही
आहे. कारण त्यांच्या संघटनेचा
(वम-३० वर्ष) अनेक वर्षांचा अभाव
आहे. या संस्थांचे कामही
पुणे जिल्हा अंतर्गत आहे. असलेले
वाढत्या अपवादातून मुक्त
9/4/2022 पर्यंत अपवादात
पुणे जिल्हा अंतर्गत असलेले
दिनांक : 9/4/2022 रोजी
संघटनेचे टोकबंद अंदाज करित
सुव्यवस्थेच्या प्रश्नांसाठी
जबाबदार असणे.

गोपनीय
क्र. 8/19
पोलीस निरीक्षक
वाडा पोलीस स्टेशन

जानुआरी महाराष्ट्र
ना. अ. सं. वाडा
मनोज आर्षे
ना. सहाय्य
रजि. चौधरी
वाडा महाराष्ट्र

दि. 20/4/22
मुख्य कार्यालय :- उसागांव डोंगरी, ता. वसई, जि. ठाणे ४०१ ३०३ ☎ : (९५२५०) २५७००३७.

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मा. आमदार नितेश नारायणराव गणेश
संस्थापक अध्यक्ष



नोंदणी क्र. २४७४
स्वाभिमान

विधायक, सामाजिक व अन्यायाविरुद्ध लढणारी स्वाभिमानी संघटना



श्री. नितेश (बंदी) पाटी
पालघर जिल्हा अध्यक्ष
मो. 8888491111 / 992361424

कार्यालय - फातीमा सुसे कॉम्प्लेक्स, भिवंडी-वाडा रोड, पहिला मजला, कुडूस, ता. वाडा, जि. पालघर - 421312

दि. ०९/०७/२०१९

प्रति,

मा. सार्वजनिक बांधकाम विभाग,
वाडा, ता. वाडा, जि. पालघर
यांसी,

विषय : मे. सुप्रिम इन्फ्रान्स्ट्रक्चर लि. यांचे मौजे कंचाड (वाघोटे), ता. वाडा व मौजे कवाड (अनगांव); ता. भिवंडी, येथील दोन्ही पथकर (टोल) नाके त्वरीत बंद करणेबाबत...

महोदय,

वरिल विषयान्वये विनंती निवेदन करतो की, मे. सुप्रिम इन्फ्रान्स्ट्रक्चर प्रा. लि. यांजकडे 'बांधा, वापरा व हस्तांतर करा' या तत्त्वार भिवंडी-वाडा-मनोर या रस्त्यांचे बांधकाम देण्यात आले होते, हे काय आजपर्यंत पुर्ण करण्यात कंपनी प्रशासन हतबळ झाल्याचे रस्त्यांच्या दुर्दशेने स्पष्ट दिसून येत आहे.

श्री. पागकर
अवगत
गणेश

अपूर्ण पुलांची कामे, ना दुरुस्त रस्ता, संपुर्ण भिवंडी-वाडा-मनोर रस्त्यांची पाहिल्यास पावसात झालेली चालण, रस्त्यांवरील दुभाजकांची अवस्था, यांमुळे आजपर्यंत या महामार्गावर अनेक अपघात होऊन अनेक निरापराध कुटूंबे उद्ध्वस्त झाली आहेत.

श्री. पागकर

त्यांत मौजे कुडूस, ता. वाडा येथे दि. २५/६/२०१९ रोजी श्री. सखाराम गंगाराम पाटील माजी पोलीस पाटील, कोंढले यांचे आपघाती निधन झाले, तर मौजे दुगाडफाटा, मानिवली, ता. भिवंडी येथील श्री. गणेश गायकर यांचे वर्षभरापूर्वी अपघाती निधन होऊन घरांतील एकमेव कर्त्या कमवत्या मृत्युमुळे संपुर्ण कुटूंबय रस्त्यांवर आले आहे. या घटनेमुळे पंचक्रोशीतील नागरिकांच्या उद्रेकामुळे अंबाडीनाका येथे उत्फुर्तपणे रास्ता सोंको आंदोलन केल्याने, कंपनी प्रशासन व्यवस्थापक शेख यांनी गायकर यांच्या कुटूंबियांची भेट घेवून आर्थिक मदतीशिवाय मयत श्री. गणेश गायकर यांच्या पत्नीस कायम स्वरुपी नोकरी देण्याचे लेखी आश्वासन दिले होते. मात्र या आश्वासनाची पुर्तता आजपर्यंत करण्यांत आलेली नाही.

५४२

५१६१२

सदरच्या कंपनी व्यवस्थापनांवर सार्वजनिक बांधकाम विभाग यांचे नियंत्रण नसून,

मा. जामदार नितेश नारायणराव राणे
संस्थापक अध्यक्ष



नोंदणी क्र. २४७४
स्वामिमान

विधायक, सामाजिक व अन्यायाविरुद्ध लढणारी स्वामिमानी संघटना

कार्यालय - फातीमा सुसे कॉम्प्लेक्स, भिवंडी-वाडा रोड, पहिला मजला, कुडूस, ता. वाडा, जि. पालघर- 421312



श्री. जितेश (बंटी) पाटील
पालघर जिल्हा अध्यक्ष
मो. 8888491111 / 9923614241

सां.बां.विभागांतील अधिकारी यांनी आर्थिक संगनमत करून, पाठीशी घातल्याचीही अनेक उदाहरणे समोर आली आहेत.

सदर रस्त्यांची संपूर्ण दुरुस्ती व्हावी, याशिवाय सदर रस्त्यांवर झालेल्या अपघातग्रस्त कुटूंबियांना योग्य वा नुकसान भरपाई देवून, अपघातग्रस्त कुटूंबियांचे पुनर्वसन करावे. याशिवाय संबंधित मौजे कवाड व कंचाड येथील दोन्ही टोल नाके बंद करावेत हि विनंती.

या विनंतीपत्रास अनुसरून आपण संबंधित कंपनी व्यवस्थापनांवर योग्य ती कार्यवाही करून, संबंधितांना योग्य न्याय मिळवून न दिल्यांस बुधवार दि. १७/०७/२०१९ रोजी मौजे अनगांव, ता. भिवंडी येथील टोल नाका बंद करून रास्ता - रोको करण्यात येईल. याबाबतची पुढील सर्व जबाबदारी प्रशासन व कंपनी व्यवस्थापनांवर राहिल.

धन्यवाद !

आपला विश्वासु,

श्री. जितेश (बंटी) पाटील
पालघर जिल्हा अध्यक्ष /
प्रभारी ठाणे जिल्हा

प्रत रवाना -

१. मा. उपविभागीय अधिकारी सोा,
उपविभागीय अधिकारी कार्यालय, भिवंडी
उपविभागीय अधिकारी कार्यालय, वाडा
२. मा. उपविभागीय पोलिस अधिकारी सोा, अंबाडी
३. मे. सुप्रिम इन्फ्रास्ट्रक्चर प्रा. लि. करिता
कंचाड (वाघोटे), ता. वाडा
अनगांव, ता. भिवंडी
४. मा. पत्रकार संघ, ता. वाडा
५. मा. पत्रकार संघ, ता. भिवंडी



आदिवासी कष्टकारी दोर नाय-मानूस हाय ! मानूसकीची भीक नको - हक्क हवा, हक्क हवा!!

श्रमजीवी संघटना - महाराष्ट्र

रजि. ट्रेड युनियन नं. टी. एच. एन. ६५ (ठाणे) महाराष्ट्र

संस्थापक : मान. विवेकभाऊ पंडित

संस्थापिका : मान. विद्युलताताई पंडित

अध्यक्ष : मान. रामभाऊ वारणा

मुख्य कार्यालय : मु. उसगाँव डोंगरी, पो. भाताणे, ता. वसई, जि. पालघर ४०१३०३

मो. नं.: ७७४४०४५७९२, ९९२२२७४२२५

ईमेल : shramjeevisanghatana82@gmail.com

जावक क्र :



दिनांक १६/०७/२०

प्रति,

मान. उपअभियंता सो.

सार्वजनिक बांधकाम विभाग,

ता. वाडा, जि.ठाणे.

Said - Um. Ingr.	
Sub-Div. Manda	
Word No.	
Date	/ /
Branch	महोदय,
S.O.C.	आपणांस तसेच सार्वजनिक बांधकाम विभागाचे अधिकारी तसेच वाडा-भिवंडी महामार्गाचे काम करणारे
S.O.E.	सुप्रसिद्ध इन्फ्रामास्ट्रक्चर या ठेकेदार कंपनीचे अधिकारी यांना रस्त्यातील खड्ड्यांमधील वृक्षारोपण

विषय:- रस्त्यामध्ये पडलेल्या खड्ड्यांमध्ये वृक्षारोपणाच्या कार्यक्रमास प्रमुख पाहुणे म्हणुन उपस्थित राहणेबाबत...

श्री 4129
दरवर्षी

वरील संघटनेच्या वतीने आम्ही युवक/युवती आपण या तालुक्याचे पालक अधिकारी म्हणुन आपणांस तसेच सार्वजनिक बांधकाम विभागाचे अधिकारी तसेच वाडा-भिवंडी महामार्गाचे काम करणारे सुप्रसिद्ध इन्फ्रामास्ट्रक्चर या ठेकेदार कंपनीचे अधिकारी यांना रस्त्यातील खड्ड्यांमधील वृक्षारोपण कार्यक्रम प्रमुख अतिथी म्हणुन निमंत्रित करतो आहोत. भिवंडी वाडा या महामार्गात मोठ्याप्रमाणात खड्डे पडले आहेत. या खड्ड्यांचे प्रमाण या भावसामुळे आणि निकृष्ट रस्त्यामुळे वाढले आहे. याबाबत अनेकदा दरवर्षी सार्वजनिक बांधकाम विभाग आणि सर्व संबंधितांना पत्रव्यवहार, विनंती आणि आंदोलन करुनही कोणतीही दखल घेतली जात नाही.

आता आंदोलन करुन सार्वजनिक बांधकाम विभाग निगरगट्ट अधिकारी आणि भ्रष्ट ठेकेदार यांना जाग येत नाही. या खड्ड्यांमुळे जनता त्रस्त झाली आहे. वाहतुकीची कोंडी होत असल्यामुळे विद्यार्थी आणि नागरिकांचे हाल होत आहेत. अपघाताने अनेक निष्पापांचे बळी जात आहेत. मात्र याचे कोणतेही सोयर सुतक या प्रशासनाला नाही. हे दुर्दैवाने येथे नमुद करावेसे वाटते.

अखेर हे खड्डे बुजवून रस्त्याची दुरुस्ती होत असल्याने या खड्ड्यांचा सदुपयोग व्हावा म्हणुन आम्ही श्रमजीवी संघटनेचे युवक आणि युवती दिनांक 19/7/19 रोजी ~~अडाडी गावा~~ या ठिकाणी रस्त्यातील खड्ड्यांमध्ये झाडे लावुन वृक्षारोपण समारंभ करणार असुन झाडे लावा! झाडे जगवा! हा संदेश



बांधकाम विभागाचे सर्व संबंधित अधिकारी व या रस्त्याचे काम करणारे ठेकेदार यांनाही सन्मानाने निमंत्रित केले आहे असे कळवावे, हि नम्रतेची विनंती.

कळवावे,

आपले,

(अशोक सापटे)
ठाणे जि. अध्यक्ष

(प्रमोद पवार)
युवक अध्यक्ष

(जया पारधी)
ठाणे जि. महिला प्रमुख

(सुनिल लोणे)
ता. अध्यक्ष ग्रामीण

(सागर देसक)
ता. अध्यक्ष शहर

(गणेश सापटे)
ता. युवक प्रमुख शहर

(जयदास भोईर)
ता. प्रमुख ग्रामीण

(मोतीराम नामकुडा)
ता. सचिव

(जयेश पाटील)
ता. विभागीय सचिव

(प्रकाश राऊत)
ता. विभागीय सचिव

(ललीत शेळके)
ता. युवक सचिव

(किशोर हुमणे)
ता. युवक उपाध्यक्ष

(दत्ता मुकणे)
ता. युवक उपाध्यक्ष

प्रत रवाना माहितीसाठी

- १) मान. वरिष्ठ पोलीस निरीक्षक साठे,
गिणेशपुरी पोलीस स्टेशन,
- २) मान. उपअभियंता साठे,
सार्वजनिक बांधकाम विभाग, भिवंडी.
- ३) मान. उपअभियंता साठे,
सार्वजनिक बांधकाम विभाग, चाडा.
- ४) मान. व्यंत्तस्थापक साठे,
सुप्रिम इंफ्रासट्रक्चर

क.श. शिवंदी. तानुका. पोलीस स्टेशन



स्थापना : १८/१२/१९

ता. वाडा, जि. पालघर

उपसरपंच
मो. 7875343444

ग्रामविकास अधिकारी
मो. 9271816125

सरपंच
मो. 9975125079



30 JUL 2019

सदस्य
मो. 9860455180

सदस्य
मो. 9860671157

सदस्य
मो. 9096543760

सदस्य
मो. 9975052248

सदस्य
मो. 9423090853

सदस्य
मो. 7028888334

सदस्य
मो. 7264923130

सदस्य
मो. 8007381850

प्रति,

मा.कार्यकारी अभियंता सो,
सार्वजनिक बांधकाम विभाग वाडा
ग्राम पंचायत कुडूस, ता.वाडा यांजकडून सविनय सादर,
विषय - १) वाडा-भिवंडी वाडा रस्त्यावरील मौजे-कुडूस येथील नाना अपार्टमेंट
समोरील रस्त्यावर मोरीचे बांधकाम त्वरीत करून घेणे बाबत.
२) वाडा-भिवंडी या रस्त्यावरील खड्डे त्वरीत बुजविणे बाबत.
संदर्भ - मासीक सभा दि.२९/०७/२०१९ ठराव क्र.१६(२)

महोदय,

वाडा-भिवंडी या रस्त्याचे काम मे.सुप्रीम इंफ्रास्ट्रक्चर या कंपनी मार्फत करणेत आले आहे.सदर कंपनीने आमच्या कुडूस ग्रा.पं.कार्यक्षेत्रातील हद्दीत रस्त्याच्या दोन्ही बाजूस गटारीचे काम करणे तसेच नाना अपार्टमेंट समोर मोरी बांधकाम करणे आवश्यक होते.मात्र आजतागायत उपरोक्त कामे पुर्ण न केल्याने किंबहुना सुरुवात सुद्धा न केल्याने अनेक समस्या उभ्या राहिल्या आहेत.या संदर्भात ग्रामस्थांच्या अनेक तक्रारी पंचायतीकडे येत आहेत.अज्ञातच नाना अपार्टमेंट समोरील मोरीचे बांधकाम नव्याने मोठे पाईप टाकून करणे आवश्यक होते.मात्र आजतागायत उपरोक्त मोरीचे बांधकाम केलेले नसल्याने नाना अपार्टमेंट मधील रहिवाशी तसेच परिसरात मोठ्या प्रमाणात पाणी साचून राहत असल्याने व गटारीचे सुद्धा काम न केल्याने गटारीमध्ये ग्रामस्थ पडून जिवितहानी होण्याची दाट शक्यता आहे.तसेच वाडा भिवंडी रस्त्यावर मोठ्या प्रमाणात खड्डे पडले असून,त्यादसंदर्भात मोठ्या प्रमाणात तक्रारी आहेत.तरी उपरोक्त काम दिनांक २९/०८/२०१९ पर्यंत न केल्यास ग्रामस्थ रास्ता रोकणे आंदोलन करणार आहेत.व त्या बाबीस आपले कार्यालय जबाबदार राहिल.याची नोंद घ्यावी.कळवावे

सदस्य मो. 561650304	Sub - Div. Engr. P. S. Div. Wada
सदस्य मो. 551973872	In Word सदस्य Date: 31/7/19
सदस्य मो. 823688612	सदस्य
सदस्य मो. 9209694343	S.D.E. सदस्य
सदस्य मो. 7387320201	S.D.E. सदस्य

म.तहसिलदार,स्मोर,त.इन्हीळ कार्यालय वाडा
म.गट विकास अधिकारी(उ.श्चे)पं.स.वाडा
म.पोलीस.निरीक्षक,स्मोर,वाडा पोलीस स्टेशन
म.सुप्रीम इंफ्रास्ट्रक्चर कं.लि.

मो. वाडा
ग्रामविकास अधिकारी

ग्रामविकास अधिकारी
समोरील कुडूस
ता. वाडा, जि. पालघर

सदस्य

समोरील कुडूस
ता. वाडा, जि. पालघर



स्थापना : १०/१२/१९५९

ता. वाडा, जि. पालघर

उपसरपंच
मो. 7875343444

ग्रामविकास अधिकारी
मो. 9271816125

सरपंच
मो. 9975125079

सदस्य

मो. 9860455180

सदस्य

मो. 9860671157

सदस्य

मो. 9096543760

सदस्य

मो. 9975052248

सदस्य

मो. 9423090853

सदस्य

मो. 7028888334

सदस्य

मो. 7264923130

सदस्य

मो. 8007381850

सदस्य

मो. 9561650304

सदस्य

मो. 8551973872

सदस्य

मो. 9422688622

सदस्य

मो. 9209694393

सदस्य

मो. 9387320201



30 JUL 2019

मासीक सभा दिनांक २९/०७/२०१९ ठराव क्रमांक १६(२) ची अस्सल नक्कल.

विषय क्रमांक १६- मा.अध्यक्षांचे परवानगीने आयत्यावेळी येणारे विषयावर चर्चा करून निर्णय घेणे.

ठराव क्रमांक १६(१) - वाडा-भिवंडी वाडा रस्त्यावरील मौजे-कुडूस येथील नाना अपार्टमेंट समोरील रस्त्यावर मोरीचे बांधकामाबाबत.

उपरोक्त विषयावर सभेत सविस्तरपणे चर्चा करण्यात आली असता, वाडा-भिवंडी या रस्त्याचे काम मे.सुप्रीम इंफ्रास्ट्रक्चर या कंपनी मार्फत करणेत आले आहे. सदर कंपनीने आपल्या कुडूस ग्रा.पं.कार्यक्षेत्रातील हद्दीत रस्त्याच्या दोन्ही बाजूस गटारीचे काम करणे तसेच नाना अपार्टमेंट समोर मोरी बांधकाम करणे आवश्यक होते. मात्र आजतागायत कामे पूर्ण न केल्याने किंबहुना सुरुवात सुद्धा न केल्याने अनेक समस्या उभ्या राहिल्या आहेत. या संदर्भात ग्रामस्थांच्या अनेक तक्रारी पंचायतीकडे येत आहेत. अश्यातच नाना अपार्टमेंट समोरील मोरीचे बांधकाम नव्याने मोठे पाईप टाकून करणे आवश्यक होते. मात्र आजतागायत उपरोक्त मोरीचे बांधकाम केलेले नसल्याने नाना अपार्टमेंट मधील रहिवाशी तसेच परिसरात मोठ्या प्रमाणात पाणी साचून राहत असल्याने व गटारीचे सुद्धा काम न केल्याने गटारीमध्ये ग्रामस्थ पडून जिवितहानी होण्याची दाट शक्यता आहे. तरी वरील बाबतीत मे.कार्यकारी अभियंता सार्वजनिक बांधकाम विभाग वाडा यांना पत्रव्यवहार करणेस आजची सभा मंजुरी देत आहे.

सुचक - श्री.गिरीश गोविंद चौधरी

अनुमोदक - सौ.चेतना मधुकर उराडे

ठराव सर्वानुमते मंजूर

ठरावाची अस्सल नक्कल दुय्यम प्रतीत दिली असे.

ग्रामविकास अधिकारी
मौजे-कुडूस
वाडा जि. पालघर

सरपंच
ग्रामपंचायत कुडूस
वाडा जि. पालघर



दिनांक ०५.११.२०१९

रफनेस इंडेक्स चाचणी

दिनांक १६.१०.२०१९ ते १७.१०.२०१९

खाजगीकरणरअंतर्गत "बांधा, वापरा व हस्तांतरीत करा" ह्या तत्वावर, ठाणे जिल्हयातील मनोर ते वाडा (रा.मा.३४ कि.मी. २९/५५० ते ५३/८०० (२४.२ किमी) व वाडा ते भिवंडी (रा.मा.३५) किमी ४९/००० ते ८९/०७० (४०.७ किमी) ह्या एकुण ६४.३२ किमी रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.

(वाडा भिवंडी रस्ता रा.मा.क्र. ३५ वरील विश्वभारती फाटा- भिनार- वडपा जंक्शन किमी ७/९०० एकुण लांबी ७.९० किमी ह्या बाह्यवळण रस्त्याच्या बांधकामासह)

प्रकल्पातील उर्वरित कामे, नुतनिकरण व भिवंडी वळण रस्त्याचे काम पूर्ण करणे

संशोधन अधिकारी,
महामार्ग संशोधन विभाग क्र. १
महाराष्ट्र अभियांत्रिकी संशोधन संस्था (मेरी)
दिंडोरी रोड, नाशिक-४२२ ००४



दूरध्वनी क्रमांक :
कार्यालय : (०२५३)-२५३०९५६
फॅक्स : (०२५३)-२५३०९६४
ई-मेल : mahamargmeri@gmail.com

महाराष्ट्र शासन
जलसंपदा विभाग

जा क्र मार्ग-१/अरु अहवाल/ ५८५ / सन २०१९

दिनांक : २२/१०/२०१९

प्रति,

कार्यकारी अभियंता,
सा.बां विभाग जव्हार,
जि.पालघर,



विषय : वाडा - मनोर रस्ता, रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८०० व वाडा - भिवंडी,
रस्ता, रा.मा.क्र.३५ कि.मी. ४९/००० ते ८९/७०० रस्त्याचे रफनेस इंडेक्स (अरु)
चाचणी अहवालबाबत ---

- संदर्भ : १.उपविभागीय अभियंता, सार्वजनिक बांधकाम उपविभाग, वाडा यांचे ई-मेल द्वारे
प्राप्त पत्र जा.क्र.सा.बां/उवि/वाडा/१२३६ दि.१०.१०.२०१९.
२.या कार्यालयाचे पत्र जा.क्र.मार्ग-१/अरु/४९५/सन २०१९ दि.१०/१०/२०१९.
३.या कार्यालयाचे पत्र जा.क्र.मार्ग-१/अरु चाचणी/५००/सन २०१९
दि.१५/१०/२०१९

संदर्भिय पत्रांस अनुसरून, वाडा - मनोर रस्ता, रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८००
व वाडा - भिवंडी, रस्ता, रा.मा.क्र.३५ कि.मी. ४९/००० ते ८९/७०० रस्त्याची रफनेस इंडेक्स चाचणी क्षेत्रीय
अधिकारी यांचे उपस्थितीत, दि. १६/१०/२०१९ ते १७/१०/२०१९ या कालावधीत, या विभागाच्या अरु
चाचणी पथकाकडून घेण्यात आलेली आहे. सदर चाचणी कामाचे निष्कर्ष सोबत अग्रेषित करण्यात येत
आहेत.

हे आपल्या माहितीसाठी व पुढील कार्यवाहीसाठी सन्नेह अग्रेषित.

सोबत : चाचणी निष्कर्ष.

(सु.सा.नि.हाळी)
संशोधन अधिकारी,
महामार्ग संशोधन विभाग क्र.१,
(मेरी), नाशिक - ४.

प्रत : मा. अधिकांक अभियंता, महाराष्ट्र अभियांत्रिकी संशोधन संस्था (मेरी), नाशिक-४ यांना माहितीसाठी
सविनय सादर.

MAHARASHTRA ENGINEERING RESEARCH INSTITUTE, NASHIK-4
HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

ROUGHNESS TEST DATA

Name of Road : WADA TO MANOR ROAD, SH - 34, (KM 29/550 TO 53/800)

Direction : MANOR TO WADA

Date : 16/10/2019 & 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator



Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm./km	Roughness in mm/km.	Average Roughness in mm./km
29 to 30	200				
	"				
	"	3637		665	
	"	4547		4911	
30 to 31	200	2788		3758	2570
	"			2606	
	"			2849	
	"			1393	
31 to 32	200	2182	1806	3880	2994
	"	3152		3213	
	"	1211		3273	
	"	1575		2970	
32 to 33	200	908	1490	1636	1975
	"	1151		2182	
	"	2667		2545	
	"	1332		2303	
33 to 34	200	1636	483	2182	678
	"	665		665	
	"	847		1393	
	"	423		423	
34 to 35	200	180	678	423	1017
	"	483		544	
	"	483		605	
	"	423		241	
35 to 36	200	241	2131	544	2351
	"	1454		2606	
	"	969		605	
	"	301		1090	
36 to 37	200	362	2448	423	3006
	"	1272		3819	
	"	4486		3395	
	"	2242		2242	
37	200	2242		1878	
	"	2788		2182	
	"	1939		1514	
	"	301		969	
37	"	2485		4304	
	"	4729		6063	

Direction : MANOR TO WADA Date : 16/10/2019 & 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm./km	Roughness mm/km.	Average Roughness in mm./km
37 to 38	200			4971	3528
	"			4668	
	"			3031	
	"			2727	
38 to 39	200	3213	1345	4304	1939
	"	1818		1029	
	"	483		847	
	"	362		1514	
39 to 40	200	847		2000	2825
	"	483		1090	
	"			5093	
	"			1878	
40 to 41	200	4608	3310	4790	3128
	"	3577		2667	
	"	2242		2727	
	"	4790		3758	
41 to 42	200	1393	1272	1696	1939
	"	969		1514	
	"	1332		3031	
	"	1272		2000	
42 to 43	200	1211	1320	1636	1478
	"	1757		969	
	"	1151		1454	
	"	1151		1393	
43 to 44	200	1696	1990	2121	2424
	"	2182		2364	
	"	2545		2242	
	"	1514		3395	
44 to 45	200	1029	811	2303	726
	"	726		1818	
	"	605		423	
	"	847		544	
45 to 46	200	4729	1696	605	1648
	"	1757		908	
	"	908		787	
	"	483		605	
46 to 47	200	2121	2254	1151	3225
	"	726		3758	
	"	3334		1454	
	"	1939		4365	
		3152		2849	
				3698	



Direction : MANOR TO WADA

Date : 16/10/2019 & 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane		
		Roughness mm/km	Average Roughness in mm/km	Roughness mm/km	Average Roughness in mm/km	
47	200	3637		3516	2885	
	"	1332		1454		
48	"			2909		
	"			3516		
48	200			1090		3019
	"			5821		
49	"	3273		5214		
	"	2121		2182		
49	"	665		787		
	200	787		665		1648
50	"	787	2545			
	"	1029	1636			
50	"		1818			
	200		1575			
50	"		2303	3892		
	"	3213	4183			
51	"	3758	4304			
	"	5457	5093			
51	"	4062	3577			
	200	3819	5093	2618		
51	"		3395			
	52	"	3940		3516	
"		1878	726			
52	"	908	362			
	200	726	423	775		
52	"	726	605			
	53	"	544		1029	
"		544	787			
53	"	605	1029			
	200	1272	2182			
53	"	423	1696			
	54	"	1878		2667	
"		2424	2909			



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HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

ROUGHNESS TEST DATA

Name of Road : WADA TO MANOR ROAD, SH - 34, (KM 29/550 TO 53/800)

Direction : WADA TO MANOR Date : 16/10/2019 & 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator



Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness in mm/km
54 to 53	200				
	"	2909		1332	
	"	1575		1636	
	"	2424		1939	
53 to 52	"	1818	2606	993	
	200	2364	2060		
	"	2606	1636		
	"	908	483		
52 to 51	"	423	483	1721	
	"	665	301		
	200	605	362		
	"	1151	362		
51 to 50	"	483	1818	3358	
	"		3152		
	200	4122	2909		
	"	6670	4122		
50 to 49	"	3455	3152	1260	
	"	2970	3273		
	"	2788	3395		
	"	2727	2849		
49 to 48	200		2242	2169	
	"		787		
	"	1090	969		
	"	1029	1151		
48 to 47	200	726	1151	2084	
	"	1211	908		
	"	1818	1818		
	"	1878	1514		
47 to 46	"	5457	3334		
	"		3273		
	200		3455		
	"		1818		
46 to 45	"		2242		
	"		1393		
	"	1454	1514		
	"	1393			

Direction : WADA TO MANOR

Date : 16/10/2019 & 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km	Average Roughness in mm./Km	Roughness mm/km	Average Roughness in mm./Km
47 to 46	200	544	1563	2000	1369
	"	1090		241	
	"	1151		665	
	"	1575		1575	
46 to 45	"	3455	714	2364	932
	200	1029		2303	
	"	787		1029	
	"	483		544	
45 to 44	"	605	1999	544	2048
	"	665		241	
	200	4122		726	
	"	3455		3455	
44 to 43	"	1029	2034	4365	2946
	"	908		969	
	"	483		726	
	200	847		1332	
43 to 42	"	787	1102	2000	1187
	"	2060		3213	
	"	3273		5335	
	"	3455		2849	
42 to 41	200	1211	1345	969	1308
	"	847		847	
	"	908		847	
	"	1029		1818	
41 to 40	"	1514	1745	1454	2449
	200	847		1029	
	"	1332		1211	
	"	1151		1636	
40 to 39	"	1818	5165	1272	5165
	"	1575		1393	
	200	1514		2364	
	"	2000		3577	
39 to 38	"	3273	633	1393	1260
	"	1029		1393	
	"	908		3516	
	200	3577		6427	
38	"		633	7094	1260
	"			4850	
	"			3758	
	"	2303		3698	
38	200	544	633	605	1260
	"	362		908	
	"	605		1332	
	"	605		1454	
38	"	1151	633	2000	1260
	"				



Direction : WADA TO MANOR Date: 16/10/2019 & 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm/km	Roughness mm/km.	Average Roughness in mm/km
38 to 37	200	3031		1757	1988
	"			2667	
	"			1575	
	"			1939	
37 to 36	200			2000	2000
	"			2424	
	"	2060		3213	
	"	908		969	
36 to 35	"	1211		605	2922
	200	2364		2788	
	"	2545		3334	
	"	2182		1575	
35 to 34	"	3334	2776	4304	665
	"	3155		4608	
	200	423		787	
	"	301		362	
34 to 33	"	362	617	180	726
	"	969		969	
	"	1029		1393	
	"	544		423	
33 to 32	200	544	896	362	1235
	"	787		1151	
	"	2000		665	
	"	726		665	
32 to 31	"	423	702	787	2558
	200	483		362	
	"	483		544	
	"	908		1029	
31 to 30	"	787		1636	2121
	"	847		2606	
	200	2424		4365	
	"			1514	
30 to 29	"	1151		2000	
	"	1575		2364	
	200			2545	
	"			3273	
30 to 29	"			2060	
	"			2849	
	"	2121		1454	
	"	1514		969	
30 to 29	200	1818		1636	
	"	2424		3455	
	"				
	"				



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HIGHWAY RESEARCH DIVISION NO.1, M.E.R.I., NASHIK-4

ROUGHNESS TEST DATA

Name of Road : WADA TO BHIWANDI ROAD, SH-35, (KM 49/000 TO 89/000)

Direction : WADA TO BHIWANDI

Date : 16/10/2019 to 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator



Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm./km	Roughness in mm/km.	Average Roughness in mm./km
49 to 50	200	1757	2388	1090	3116
	"	3213		2485	
	"	2000		2424	
	"	2424		5093	
	"	2545		4486	
50 to 51	200	2849	2279	3577	2885
	"	2667		4365	
	"	2909		1575	
	"	1454		2060	
	"	1514		2849	
51 to 52	200	2970	5578	3334	5105
	"	4304		5214	
	"	4790		4608	
	"	7337		5396	
	"	8489		6973	
52 to 53	200	3455	5784	9642	7555
	"	4365		5821	
	"	5699		6730	
	"	4486		6670	
	"	10915		8914	
53 to 54	200	3334	2739	8065	5154
	"	1514		6306	
	"	3213		2424	
	"	2545		5457	
	"	3091		3516	
54 to 55	200	2909	2303	4971	2545
	"	1454		1878	
	"	2545		1575	
	"	2485		1514	
	"	2121		2788	
55 to 56	200	4244	2861	4001	5093
	"	4426		4608	
	"	2606		7519	
	"	1818		6852	
	"	1211		2485	



Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm/km	Roughness cm/km.	Average Roughness in mm/km
56 to 57	200	1393	2206	3334	3261
	"	1878		2727	
	"	1636		4971	
	"	1272		3031	
57 to 58	"	4850	5505	2242	6536
	200	8671		6063	
	"	4547		8671	
	"	3273		6791	
58 to 59	"	6912	5626	4001	6027
	"	4122		7155	
	200	2303		5881	
	"	2182		3516	
59 to 60	"	7397	6888	3819	8247
	"	7458		7034	
	"	8792		9884	
	200	4608		11886	
60 to 61	"	2849	5760	7276	7155
	"	12735		2788	
	"	7458		10430	
	"	6791		8853	
61 to 62	200	3758	5930	10430	9047
	"			4608	
	"			544	
	"			1029	
62 to 63	"		5081	1272	6973
	200			847	
	"			787	
	"			3758	
63 to 64	"		5760	13766	7155
	"			11097	
	200	3516		7276	
	"	5821		2545	
64 to 65	"	6063	5930	7883	9047
	"	6609		6488	
	"	6791		11582	
	200	5881		12977	
65 to 66	"	9156	5081	5214	6973
	"	3213		14372	
	"	5760		4122	
	"	5639		8550	
66 to 67	200	6063	5081	7458	6973
	"	6124		8065	
	"	4668		6306	
	"	6003		8368	
67 to 68	"	2545	5081	4668	6973
	"				

Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness in mm/km	Roughness mm/km.	Average Roughness in mm/km
65 to 66	200	8489	6209	9823	7482
	"	4183		5214	
	"	4486		7155	
	"	5639		8550	
66 to 67	"	8247	4353	6670	7519
	200	6791		6609	
	"	2727		8247	
	"	3637		12795	
67 to 68	"	3577	3856	6306	5457
	"	5032		3637	
	200	3395		5457	
	"	4911		5396	
68 to 69	"	3880	2897	4608	3746
	"	3637		6852	
	"	3455		4971	
	200	3395		3395	
69 to 70	"	3819	3649	7034	4292
	"	2667		3455	
	"	2485		2606	
	"	2121		2242	
70 to 71	200	3213	5445	3940	5408
	"	5396		4426	
	"	4668		6124	
	"	3698		3698	
71 to 72	"	1272	8028	3273	3261
	200	3152		4365	
	"	4244		3395	
	"	5457		4304	
72 to 73	"	7640	4268	5760	4935
	"	6730		9217	
	200	12553		3758	
	"	12431		3880	
73 to 74	"	7761	1138	3516	1805
	"	4122		1636	
	"	3273		3516	
	200	4547		4122	
74	"	2485	1332	4668	1757
	"	4729		5275	
	"	4668		5214	
	"	4911		5396	
74	200	908	1332	2060	1805
	"	787		1332	
	"	1393		1393	
	"	1272		2485	
74	"	1332	1332	1757	1805
	"	1332		1757	



Name of Road : WADA TO BHIWANDI ROAD, SH-35, (KM 49/000 TO 89/700)

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
74	200	3395	2897	2424	3686
	"	2000		3395	
	"	3031		4244	
75	"	5153	4062	4608	5930
	"	908		3758	
	200	4790		3698	
75	"	8792	4062	11340	5930
	"	2182		6548	
	76	"		2121	
"		2424	3758		
200		3273	5578		
76	"	1939	2424	2606	3455
	"	1514		2909	
	77	"		2121	
"		3273	2485		
200		1151	1757		
77	"	1393	2764	2242	2946
	"	3758		3213	
	78	"		3880	
"		3637	2788		
200		3152	3152		
78	"	5699	3370	4426	4135
	"	3455		5457	
	79	"		1878	
"		2667	5214		
200		3213	3577		
79	"	1575	1781	3819	3067
	"	969		1696	
	80	"		1332	
"		1818	4850		
200		1332	2545		
80	"	2545	3455	6124	4935
	"	5032		5578	
	81	"		4971	
"		3395	2849		
200		2303	2424		
81	"	2849	2558	3031	3128
	"	2606		4244	
	82	"		2545	
"		2485	2000		
200		7337	13281		
82	"	8489	6379	4001	6646
	"	3637		8489	
	83	"		8368	
"		4062	1151		
200		1454	7216		
83	"	5335	4195	2849	6658
	"	2303		5153	
	84	"		4486	
"		7397	10673		



Name of Road : WADA TO BHIWANDI ROAD. SH - 35, (KM 49/000 TO 89/700)

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
84	200	4971	2266	3940	3079
	"	2667		787	
10	"	1332		4304	
85	"	1454		4062	
	"	908	2303		
85	200	787	1563	3273	3006
	"	1393		3091	
10	"	1757		2424	
86	"	1454		2970	
	"	2424	3273		
86	200				
10	"				
87	"				
87	200				
10	"				
88	"				
88	200				
10	"				
89	"				
89	200				
10	"				
90	"				
90	"				



Note : At some stretches due to major pot holes on road surface the testing vehicle speed is not maintained as per guidelines

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ROUGHNESS TEST DATA

Name of Road : WADA TO BHIWANDI ROAD, SH - 35, (KM 49/000 TO 89/700)

Direction : BHIWANDI TO WADA

Date : 16/10/2019 to 17/10/2019

Instrument : C.R.R.I. Calibrated Axle Mounted Bump Integrator

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness in mm/km.	Average Roughness in mm/km	Roughness in mm/km.	Average Roughness
90 to 89	200				
	"				
	"				
	"				
89 to 88	200				
	"				
	"				
	"				
88 to 87	200				
	"				
	"				
	"				
87 to 86	200				
	"				
	"				
	"				
86 to 85	200	2909	2497	3213	2036
	"	2303		1696	
	"	2849		1454	
	"	1757		2303	
	"	2667		1514	
85 to 84	200	787	3067	3091	3867
	"	5214		8671	
	"	4244		3091	
	"	1454		3738	
	"	3637		726	
84 to 83	200	483	2254	3880	2958
	"	2303		1514	
	"	1151		4001	
	"	5942		3880	
	"	1393		1514	
83 to 82	200	2182	2643	3091	3237
	"	3880		3940	
	"	3091		5517	
	"	2060		908	
	"	2000		2727	



Direction : BHIWANDI TO WADA Date : 16/10/2019 to 17/10/2019

Km No.	Section Length in mtr	Shoulder side Lane		Median side Lane	
		Roughness mm/km.	Average Roughness	Roughness mm/km.	Average Roughness
82 to 81	200	2909	1818	2364	3892
	"	1757		3880	
	"	1636		5760	
	"	908		4729	
	"	1878		2727	
81 to 80	200	2970	2242	3091	3031
	"	2364		3577	
	"	2182		2485	
	"	1696		2242	
	"	2000		3758	
80 to 79	200	1332	1915	1514	2485
	"	1211		1332	
	"	3698		4911	
	"	1636		1575	
	"	1696		3091	
79 to 78	200	3334	4025	2424	6245
	"	6063		8974	
	"	2788		4850	
	"	4122		7761	
	"	3819		7216	
78 to 77	200	6366	3431	3334	3843
	"	1696		3819	
	"	2000		2788	
	"	1818		3455	
	"	5275		5821	
77 to 76	200	1332	1696	2424	3249
	"	1332		1696	
	"	1151		3516	
	"	1757		4122	
	"	2909		4486	
76 to 75	200	2788	3407	6306	5639
	"	1029		1575	
	"	7216		6973	
	"	1454		3758	
	"	4547		9581	
75 to 74	200	5457	3055	2364	2339
	"	1939		2364	
	"	1696		2970	
	"	3152		1939	
	"	3031		2060	
74 to 73	200	3577	3625	5275	3928
	"	3273		4608	
	"	3213		3637	
	"	3031		3152	
	"	5032		2970	
73 to 72	200	2060	2582	6548	3540
	"	1757		3273	
	"	3273		2667	
	"	2849		3395	
	"	2970		1818	



Direction : BHIWANDI TO WADA

Date : 16/10/2019 to 17/10/2019

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
72 to 71	200	4547	8610	4001	2715
	"	9702		1636	
	"	12431		2121	
71 to 70	"	10612	6063	2606	6233
	"	5760		3213	
	"	6791		7094	
71 to 70	"	7640	6063	6730	6233
	"	5153		5699	
	"	7943		7276	
70 to 69	"	2788	4535	4365	4256
	200	5517		6427	
	"	2182		1878	
70 to 69	"	2000	4535	5639	4256
	"	7519		1514	
	"	5457		5821	
69 to 68	200	7761	4462	4729	5347
	"	3819		6609	
	"	2121		8125	
68 to 67	"	2242	2861	4850	4887
	"	6366		2424	
	200	3091		5093	
68 to 67	"	2485	2861	6852	4887
	"	3152		3940	
	"	2909		3758	
67 to 66	"	2667	4935	4790	6257
	200	3637		3940	
	"	3819		5821	
67 to 66	"	7337	4935	3940	6257
	"	5760		5881	
	"	4122		11704	
66 to 65	200	1575	6209	7579	7034
	"	9702		6488	
	"	6184		5153	
66 to 65	"	6730	6209	10127	7034
	"	6852		5821	
	200	2606		7640	
65 to 64	"	4486	3807	4971	5505
	"	2364		4547	
	"	5578		6973	
65 to 64	"	4001	3807	3395	5505
	200	6791		6124	
	"	6730		10127	
64 to 63	"	7943	7810	5760	9387
	"	5032		14494	
	"	12553		10430	
64 to 63	200	4304	7810	10248	8877
	"	5457		7822	
	"	4365		6488	
63 to 62	"	4608	7810	8368	8877
	"			11461	
	"				



Direction : BHIIWANDI TO WADA

Date : 16/10/2019 to 17/10/2019

Km No.	Section Length in	Shoulder side Lane		Median side Lane	
		Roughness	Average Roughness in	Roughness	Average Roughness in
62 to 61	200			16556	7385
	"			11582	
	"			3880	
	"			2667	
61 to 60	200			2242	3249
	"			2121	
	"			5032	
	"			3091	
60 to 59	"	12128		2303	5323
	200	4971	3322	3698	
	"	4911		7761	
	"	3031		3819	
59 to 58	"	1636			8671
	"	2060		2545	
	200	787	4996	3819	
	"	3940		4183	
"	9217	5881			
"	6791	4486			
58 to 57	"	4244		10248	4523
	200	1696	4098	6912	
	"	2545		2667	
	"	6670		2000	
57 to 56	"	1757			7034
	"	7822		2303	
	200	3758	1915	8610	
	"	2121		4486	
"	1514	2485			
"	1029	2000			
56 to 55	"	1151		2849	3965
	200	1514	2934	2364	
	"	3880		4244	
	"	2788		2788	
55 to 54	"	2788			4668
	"	3455		3455	
	200	1514	2121	4668	
	"	2909		1332	
"	2849	3637			
"	1636	1757			
54 to 53	"	1696		1332	3880
	200	847	2424	1332	
	"	2849		3455	
	"	787		1393	
53 to 52	"	3091			5396
	"	4547		2364	
	200	2485	4511	6791	
	"	7155		10612	
"	7094	10248			
"	4608	2485			
	"	1211		1272	
				2242	



Direction: BHIWANDI TO WADA Date : 16/10/2019 to 17/10/2019

Section Km No.	Section Length in	Shoulder side Lane			
		Roughness	Average Roughness in	Roughness	Average Roughness in
52 to 51	200	2649	4802	9096	5784
	"	4304		5912	
	"	8671		4426	
	"	4244		5821	
51 to 50	"	3940	1781	3637	3018
	200	1514		1332	
	"	1939		1272	
	"	1818		2060	
50 to 49	"	847	2558	5396	2352
	"	2788		5032	
	200	4668		2121	
	"	2242		1393	
49	"	1211	2364	3577	
	"	2303		2303	
	"	2364		2364	



Note : At some stretches due to major pot holes on road surface the testing vehicle speed is not maintained as per guidelines

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Ex "C"

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प्लान

निरीक्षण टिप्पणी

दिनांक १३.१२.२०१९ रोजी मनोर वाडा भिवंडी (बांधा वापरा व हस्तांतरीत करा प्रकल्प) रस्त्याचा पहाणी दौरा.

प्रकल्पाचे नाव: खाजगीकरणांतर्गत 'बांधा वापरा व हस्तांतरीत करा' या तत्वावर ठाणे जिल्ह्यातील मनोर ते वाडा (रा.मा.३४ कि.मी.२९/५५० ते ५३/८०० (२४.२ कि.मी.) व वाडा ते भिवंडी (रा.मा.३५) कि.मी.४९/००० ते ८९/०७० (४०.७ कि.मी.) या एकूण ६४.३२ कि.मी. रस्त्याचे चौपदरीकरण व देखभाल दुरुस्ती करणे.(वाडा भिवंडी रस्ता रा.मा.क्र.३५ वरील विश्वभारती फाटा-भिनार-वडपा जंक्शन कि.मी.७/९०० एकूण लांबी ७.९० कि.मी. या बाह्यवळण रस्त्याच्या बांधकामासह)

सदर पहाणी दरम्यान खालील अधिकारी उपस्थित होते-

१)	श्री. प्र. कि. इंगोले	मुख्य अभियंता, सा.वां.प्रा.विभाग, कोकण
२)	श्री. आर. टी. पाटोल	अधीक्षक अभियंता, सा.वां.मंडळ, ठाणे
३)	श्री. आर. एस. पवार	कार्यकारी अभियंता, सा.वां.विभाग, जव्हार
४)	श्री. पो. एम. पातकर	प्रभारी उप अभियंता, सा.वां. उपविभाग, वाडा



सदर प्रकल्प खाजगीकरणांतर्गत रावविला असून या प्रकल्पाचे उद्योजक मे. सुप्रिम मनोर वाडा भिवंडी इन्फ्रास्ट्रक्चर प्रा.लि. न्यानी रस्त्याची देखभाल दुरुस्ती समाधानकारक न केल्यामुळे तसेच या रस्त्यावर मोठ्याप्रमाणात अपघात होत असल्याबाबतच्या तक्रारी जनतेकडून तसेच स्थानिक लोकप्रतिनिधींकडून होत असल्याने शासनाने दिनांक ११.१०.२०१९ रोजीच्या पत्रान्वये Contract Terminate केले आहे. या प्रकल्पाच्या एकूण वावातील ६४.३२ कि.मी. लांबीतील चौपदरीकरण करावयाच्या कामापैकी ५.६ कि.मी. (५ तुकड्यात) लांबीतील वनजमीनीच्या परवानगी अभावी व १.५० कि.मी. (३ तुकड्यात) खाजगी जमिन भूसंपादनाच्या अडचणीमुळे असे एकूण ७.१० कि.मी. लांबीचे भूसंपादन झालेले नव्हते त्यामुळे याभागाचे चौपदरीकरण अद्याप झालेले नाही. उर्वरीत ५७.२२ कि.मी. लांबी मधील चौपदरीकरणाचे काम पूर्ण झाल्यानंतर ह्या प्रकल्पास तात्पुरते पूर्णत्वाचा दाखला (PCOD) देण्यात येऊन दि.०४.०३.२०१३ पासून पथकर वसुली सुरु करण्यात आली आहे.

२) भूसंपादन सद्यस्थिती-

निविदा करारातील अटी व शर्ती प्रमाणे खाजगी जमिनीचे भूसंपादन उद्योजकाने करावयाचे असून खाजगी वाटाघाटीने उद्योजक भूसंपादनाची प्रक्रिया केलेली आहे.

प्रकल्पांतर्गत वनजमीन वळती करण्याच्या प्रस्तावास पर्यावरण व वन मंत्रालय, भारत सरकार, केंद्रीय पर्यावरण भवन, भोपाळ यांनी पत्र क्र.No.६/MHCO३७/२०१३-BHO/२१३७, दि. ३१.१२.२०१३ नुसार तत्त्वतः मंजूरी प्रदान केली आहे. या तत्त्वतः मंजूरी आदेशात नमूद केल्याप्रमाणे पर्यायी वनजमीन, वन विभागास उद्योजकामार्फत निगुडवाडी ता. संगमेश्वर, जि. रत्नागिरी येथे उपलब्ध करून देण्याची कार्यवाही

आता पूर्ण करण्यात आली असून, अंतिम मान्यतेची कार्यवाही करण्यात येत आहे. अंतिम मान्यता प्राप्त झाल्यानंतर उर्वरित चौपदरीकरणाचे व दहेरजागांव व पिंजाळ येथील पूलांच्या जोडरस्त्याचे काम सुरु करता येईल.

३) उर्वरित कामे-

खाजगीकरणांतर्गत प्रकल्पाच्या संपूर्ण लांबीचे भूसंपादन झालेले नसल्यामुळे ३ ठिकाणी साधारण १.५ कि.मी. लांबी तसेच ५ ठिकाणी साधारण ५.६ कि.मी. लांबीमध्ये चौपदरीकरणाचे काम बाकी असल्याचे मुख्य अभियंता यांनी नमूद केले. त्यामुळे दुपदरी रस्त्यावरून चौपदरी रस्त्यावर वा चौपदरी रस्त्यावरून दुपदरी रस्त्यावर येताना ब-याच वेळेस अपघात झालेले आहेत. त्यामुळे या संपूर्ण ७.१ कि.मी लांबीचे चौपदरीकरण करण्याची आवश्यकता आहे.



४) भिवंडी बाह्यवळण रस्त्याचे बांधकाम-

बाह्यवळण रस्त्याचे काम उद्योजकाने पूर्ण केलेले नसल्यामुळे वाहतूक भिवंडी शहरातून जात असल्यामुळे मोठ्याप्रमाणात वाहतूक कोंडी होते. त्यामुळे भिवंडी बाह्यवळण रस्त्याचे काम करणे गरजेचे असून ते लवकरात लवकर पूर्ण करणे आवश्यक आहे.

५) नुतनीकरण-

पथकर कार्यान्वित झाल्यापासून ६ वर्षां नंतर म्हणजेच सन २०१९-२० मध्ये ४० एम.एम. बी.सी. ने रस्त्याचे नुतनीकरण करावयाचे आहे. तथापि, संपूर्ण रस्ता मोठ्याप्रमाणात क्षतिग्रस्त झाल्यामुळे पुढील ६ वर्षांनंतर नुतनीकरणापर्यंत रस्ता सुस्थितीत राहिल याबाबत सांगता येणार नाही. त्यामुळे सदर रस्त्याचे Benkel Beam deflection अथवा following weight deflecto meter ने प्रथम विविध ठिकाणी कराव्या लागणा-या मजबुतीकरणाच्या तरतूदी निश्चित करूनच त्यावर संपूर्ण लांबीत नुतनीकरण करणे आवश्यक आहे.

६) रस्त्याची सद्यस्थिती-

रस्ता मोठ्याप्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतूकीस धोकादायक बनला आहे. पावसाळ्यापूर्वी घेण्यात आलेला Roughness Index मानकापेक्षा खूपच जास्त असल्याचे अधीक्षक अभियंता यांनी सांगितले आहे. याबाबत स्थानिक लोकप्रतिनिधी व जमतेकडून गंभीर तक्रारी प्राप्त होत आहेत. त्यामुळे याबाबत कायमस्वरुपी काँक्रीटकरणाच्या पर्यायाबाबत विचार करण्यात यावा.

रस्त्याच्या पहाणीअंती खालीलप्रमाणे सूचना देण्यात आल्या-

७) रस्ता दुरुस्ती

- ७.१) रस्ता सत्वर वाहतूक योग्य व सुरक्षित करण्यासाठी संपूर्ण ६.४.३०० कि.मी. लांबीतील खडे लवकरात लवकर भरण्यात यावेत.
- ७.२) पाण्याचा निचरा योग्य प्रकारे होण्याकरीता, संपूर्ण लांबीतील शेन्ही बाजूच्या साईड पट्ट्यावरील गवत कापणे व आवश्यक त्या ठिकाणी गटारी काढण्यात याव्यात.

७.३) सध्या आचारसंहिता सुरु असल्याने, या कामांसाठी निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा निश्चित करण्यास सुमारे १५ दिवसांचा वेळ लागणार आहे. परंतु रस्ता मोठ्या प्रमाणात खराब होऊन वाहतूकीस असुरक्षित झालेला असल्याने त्याची दुरुस्ती तात्काळ सुरु करुन शक्य तेवढ्या लवकर पूर्ण करणे अत्यावश्यक आहे.



या प्राप्त परिस्थितीत सदरील दुरुस्ती तात्काळ सुरु करण्यासाठी सध्या जव्हार सा.बां.विभागाकडे कार्यरत असलेली करारनामे व त्यापैकी ही दुरुस्तीची कामे करणेस तयार असलेल्या कंत्राटदारांकडून ही वाढीव कामे करुन घ्यावीत. तरी अन्य रस्त्यावरील करारनाम्यातील मंजूर वाव हा आवश्यकतेनुसार वाढविण्यात येऊन व आवश्यक भासल्यास काही अतिरिक्त बाबींना अधीक्षक अभियंता व मुख्य अभियंता या पैकी निविदा रक्कमेनुसार सक्षम असलेल्या अधिका-यांनी या वाढीव वावास मान्यता द्यावी व ही कामे लवकरात लवकर पूर्ण करुन घ्यावीत.

७.४) या प्रकल्पासाठी हलकी वाहने व बस यांना पथकरातून सूट दिल्यामुळे उद्योजकास अदा करण्याची नुकसान भरपाईची रक्कम अदा केली जाते. तथापि, उद्योजकाने Roughness Index maintained केले नसल्याने त्याच्या जबाबदारीवर व खर्चाने (Risk & Cost) दुरुस्तीची कामे करण्यात यावीत.

८) प्रकल्पातील उर्वरित कामे, भिवंडी वळण रस्ता व नुतनीकरण/मजबुतीकरण इत्यादी मुळ प्रकल्पातील शिल्लक बाबी पूर्ण करण्यासाठी EPC तत्वावर कंत्राटदाराची नेमणूक करण्यासाठी सविस्तर प्रकल्प अहवाल तयार करणे व प्रकल्प शक्ये शक्याता (feasibility) अहवाल करण्यासाठी सल्लागाराची नेमणूक करुन ते दोन महिन्यांच्या कालावधीत पूर्ण करुन घ्यावीत. सल्लागाराची नेमणूकीची कार्यवाही मुख्य अभियंता यांचे कडील निवड सुचीवरुन करण्यात यावी. जेणेकरुन निविदा निश्चितीसाठी लागणारा विलंब टाळता येईल व लवकरात लवकर प्रकल्प अहवाल व शक्यशक्यता अहवाल तयार करता येईल.

९) सदरील सविस्तर प्रकल्प अहवालाच्या आधारावर ही कामे पूर्ण करण्यासाठी EPC तत्वावर कंत्राटदाराच्या नेमणूकीची कार्यवाही करण्यात यावी.

१०) ह्या आधारीत ह्या उर्वरितकामांसाठी येणा-या प्रकल्प किंमतीच्या आधारावर तसेच प्रकल्पाच्या मुळ उद्योजकाचे Contract Terminate केल्यामुळे अदा करावयाची रक्कम आणि भूसंपादनासाठी शासनाने केलेला खर्च या सर्व बाबी गृहित धरुन मुळ मंजूर रोकडप्रवाह (Cashflow) सुधारीत करुन सवलत कालावधी (या बाबतीत पथकर वसुलीचा कालावधी) वाढविण्यासाठीचा प्रस्ताव मंत्रिमंडळ मुलभूत सुविधा समितीला पाठवावयाच्या टिप्पणीसह शासनाच्या मान्यतेकरीता सादर करावा.

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7h
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C.P. Joshi

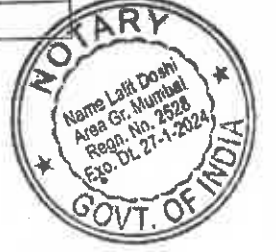
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विषय : निविदा मंजूरीचा प्रस्ताव...
खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ किमी ४९/००० ते ८९/०७० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिंनार - वडपा जंक्शन हा बाह्य वळण रस्ता बांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.६४/००० ते ६९/०० अस्तित्वातील लांबीची BM ने तात्काळ दुरुस्तीचे काम अन्य निविदेतून करून घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल रद्द करण्याबाबतचे पत्र
 - २) मा. सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या पाहणी दौ-यात दिलेल्या सूचना
 - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशा/ ५७४२ दि. १५.१०.२०१९

आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या बाबाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरूपात दुरुस्तीचे काम गातेस खानिवली डाकवली रस्ता प्र.जि.मा.क्र.४२ कि.मी.१८/०० ते २०/०० (कि.मी.२९/०० ते ३०/००) मध्ये मजबूतीकरण व डांबरीकरण करणे ता. वाडा या कामाच्या निविदेतून करून घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.


- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पाहणी केली असून रस्ता मोठ्या प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करून वाहतुक सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामांची निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठ्या प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करून घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांना पथकरातून सुट दिल्यामुळे उदयोजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

- २) वरील सुचनेनुसार गातेस खानिवली डाकीवली रस्ता प्र.जि.मा.क्र.४२ कि.मी.१८/०० ते २०/०० (कि.मी.२९/०० ते ३०/००) मध्ये मजबूतीकरण व डांबरीकरण करणे ता. वाडा या कामाचे कंत्राटदार श्री. जयंत व्ही. आंबवणे, वाडा यांचा करारनामा क्र.बी-१/एचओ/२६२ सन २०१८-१९ यांनी मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.६४/००० ते ६९/०० अस्तित्वातील लांबीची BM ने तात्काळ दुरुस्ती १९.८५ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे.

त्यानुसार सदरील कामाचे ठेकेदार श्री. जयंत व्ही. आंबवणे, वाडा यांची कामाची अंदाजीत किंमत ₹.१,७८,३०,३७९/- च्या तुलनेत १९.८५ प्रतिशत कमी दराची म्हणजेच रु.१,४२,९१,०४९/- इतक्या रकमेची नेमनत्तम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दे.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.
सोबत :- संदर्भिय पत्र.




(स्नेहल प्र. काळबर)
सहा.अधीक्षक अभियंता
अधीक्षक अभियंता
ठाणे (सा.बां.) मंडळ, ठाणे
करिता

Ex "D-1"

91

D-1

REV

साक्षात्पठ हात/मिपिदा / 6522 दि. 9/10/2019
अन्वये व्यवहारांत करणें साहजिकी देणेंत साक्षात्पठ आहे.

120.00

G.A.P.Thane-T/22-500-A-24-3-87
G.R.P.W.D.NO.FMS/1051 of 16-7-51
G.M.S.& C.D.FMS-1067/66337 M.DT-10-5-88

DIVISION - JAWHAR (P.W.) DIVISION:JAWHAR .
SUB-DIVISION - WADA (P.W.) SUB-DIVISION:WADA



FORM 47 [P.W.410]
Running Account Bill

CERTIFICATE

- [1] Certified That Work has been Executed as Per Standard Specification.
- [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles
- [3] Certified That No Remarks on V & O Control

[Referred to in Paragraph 10.2]
Of M.P.W.A.Code]

Cash Voucher No. 19
For

HO-175
11/20/20

NAME OF CONTRACTOR OR SUPPLIER
SHRI JAYANT V AMBAVANE AT-WADA

NAME OF WORK- STBI & Widening to Gates Khanvalli Dakkhali Road
KM.18/00 to 20/00 MDR.42 KM.29/00 to 30/00 Taluka-Wada District-
Palghar

(राज्य शासनाच्या मंत्रालयाच्या मंत्रालयात मिळविलेले
राज्य शासनाच्या मंत्रालयाच्या मंत्रालयात मिळविलेले
राज्य शासनाच्या मंत्रालयाच्या मंत्रालयात मिळविलेले)

पिडणकारती कार्या निवारण यंत्रणेच्या कार्या
SERIAL NO. OF THIS BILL - IIND RA BILL
पिडण रस्ता चौविशी

Sub-Divisional Engineer
Wada (P.W.) Sub-Division
WADA

Transactions of Road Side Materials Entered In
the Statement of Receipts Issue & Balance of
Road Metal

NO. & DATE OF PREVIOUS BILL FOR THIS WORK -

REFERENCE OF AGREEMENT -

B-1/HO/262/FOR 2018-2019

ACCEPTED BY - Executive Engineer
Public Works Division Jawhar

Date of Written Order to Commence Work - 13-11-2018

Date of Completion Order to Commence Work -

Date of Completion as Stipulated in the Contract -

Extension of Grant Up To -

Date of Actual Completion of Work -

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited

Reviewed

Auditor

Superintendent/Gazetted Officer

CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

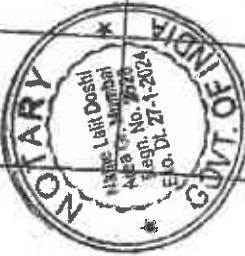
Divisional Accountant

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LISTBT & WIDENING TO GATES KHANIVALI DAKHVAL ROAD KW.1B/00/20/00/14/WADA B.1/HO/262 FOR 2018-19 | SHRILATA V AMEAVANE AT-WADAI MB.NO.0492451/2500 PAGE.NO.991

Part I-Account of work executed

Advance payment for work done not yet measured.		Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (f))
Total as per previous Bill	Since Previous Bill					Up to date	Since Previous Bill	
1	2	3	5	6	7	8	9	10
		153.00	ITEM NO.(1):- Excavation for roadways in soft strata such as earth soils of all sorts sand gravel or soft mudum including dressing the excavated materials with all lifts upto a lead of 50 metre and spreading for embankment or stacking disposing as directed etc. complete.	113.00	Cumt	17289.00	00.00	
		274.06	ITEM NO.(2):- Providing earth work in embankment with approved materials obtained from departmental land or other sources upto lead of 50 meter including all lifts laying in layers of 20cm to 30cm thickness breaking clods dressing to the required lines curves grades and section watering and compaction with power roller to achieve not less than 97% of standard proctor density etc:complete.	428.56	Cumt	117446.86	00.00	
		189.73	ITEM NO.(3):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with Grading-I (Using screening Type-B (13.2 millimeter) Aggregate.	2378.05	Cumt	451187.42	00.00	
		281.33	ITEM NO.(4):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with Grading-I (Using screening Type-B (11.2 millimeter) Aggregate.	2391.23	Cumt	672724.73	00.00	



272.50	ITEM NO.(5):- Supplying hard murum/ kankar at the road side including conveying and stacking etc complete.	429.56	Sqmt	117055.10	00.00
272.50	ITEM NO.(6):- Spreading hard murum for side shoulders etc complete	27.00	Sqmt	7357.50	00.00
00.00	ITEM NO.(7):- Compacting the hard murum side widths including laying in layers on each side with power roller including artificial watering etc complete.	6.00	Sqmt	00.00	00.00
3750.00	ITEM NO.(8):- Providing and constructing 75 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hand broken by breaking rubble obtained by blasting heating and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	238.29	Sqmt	893587.50	00.00
43943.72	ITEM NO.(9):- Providing and applying tack coat on the prepared surface heating by fumes in Boiler spraying bitumen with sprayer on dry hungry BT surface 3 kg/Sqmt VG-30 bulk bitumen	34.38	Sqmt	1510785.09	1252935.09
2990.08	ITEM NO.(10):- Providing and laying 50 mm thick Bituminous Macadam average thickness with 3.40% bitumen content by weight of total mix for leveling course to remove irregularities/ base course including diversion of traffic supplying of all materials heating bitumen and chips in drum mix plant cleaning the road surface laying bituminous macadam by paver finisher including compacting transportation and cost of all materials bitumen from refinery etc complete (excluding tack coat) (60/70 grade of bitumen)	5920.10	Sqmt	17701572.60	16600019.60



					8792.55	Sqmt	976588.52	00.00	
					425.00	NDS	8500.00	00.00	
ITEM NO.(11):- Providing and laying 30-45 mm compacted thickness Bituminous concrete as per design mix on prepared surface with specified grade stone aggregate as per table 500-18 with bitumen for wearing course including loading of aggregate with FE loader and hot mixing of stone aggregate and bitumen (including cost of anti stripping compound wherever required) in compressed for mix plant transporting the mixed materials by tippers to paver and laying with power roller fitted to the required level and grade and laying compacting power roller 150-250 KN tyred roller with TP 0.70 Mpa to achieve the desired including all materials labour machinery lighting guarding and maintenance of diversion but excluding primer tack coat grade II with bitumen VG grade 30 # 5.50 etc complete					111.07				
ITEM NO.(14):- Providing and fixing M-15 RCC Guard stone of 20 X 20 X 75 cms including fixing in ground and white washing etc complete.					20.00				
TOTAL RS.					22474094=32		17852954=69		
SAY RS.					22474094=00		17852955=00		



✓ 19.85% = 22435840 = 0
 ✓ 12% = 17982325 = 0
 ✓ 85% (6) = 3629948 = 0
 16510256 = 0

✓ 19.85% = 4461107 = 0
 3543811 = 0
 3365282 = 0

✓ 12% = 18012985 = 0
 171909149 = 0
 2161558 = 0
 1712097 = 0

✓ 85% (6) = 20174544 = 0
 16026240

~~16514596 = 0~~
 16514596 = 0

Ex "D-3"

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DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक ०१/०२/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	34210421123617280532	दिनांक	23/01/2020			
व्यवहार नोंद क्रमांक	465	प्रमाणक क्रमांक	184			
विस्तार क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	12000000	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	1060000	हे देयक धरून झालेला खर्च	54597983			
देयकाची निव्वळ रक्कम	10940000	शिल्लक अनुदान	4034017			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
JAYANT V AMBAVANE	xxxxxx537C	xxxxxxx1125	STATE BANK OF INDIA, WAD A	xxxxxxx1148	10940000	0
एकूण					10940000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

आहरण व संवितरण अं

Scanned with CamScanner

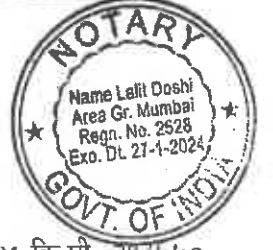
Ex "E"

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अधीक्षक अभियंता यांचे कार्यालय
ठाणे (सा.बां.) मंडळ, ठाणे
स्टेशन रोड, ठाणे-400 601

www.mahapwd.com	(022) 25363241	email - thane.se@mahapwd.com
जा.क्र. :- ठामं/निविदा/	६५२१	दिनांक- १६/१०/१९

प्रती,
कार्यकारी अभियंता,
(सा.बां.) विभाग,
जव्हार.



विषय :- निविदा मंजूरीचा प्रस्ताव...

खाजगीकरणाच्या माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ किमी ४९/००० ते ८९/०७० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिनार - वडपा जंक्शन हा बाह्य वळण रस्ता बांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० अस्तित्वातील लांबीपैकी वाडा ते कुडूस कि.मी.४९/०० ते ६४/०० ह्या लांबीची BM ने तात्काळ दुरुस्तीचे काम अन्य निविदेतून करुन घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल रद्द करण्याबाबतचे पत्र
 - २) मा. सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या पाहणी दौ-यात दिलेल्या सूचना
 - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशा/ ५७४१ दि. १५.१०.२०१९

आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या वावाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरुपात दुरुस्तीचे काम तलावली वेलपाडा रस्ता प्र.जि.मा.१७ कि.मी.६/०० ते १०/०० मध्ये सुधारणा करणे ता. जव्हार या कामाच्या निविदेतून करुन घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.

- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पहाणी केली असून रस्ता मोठया प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करुन वाहतुक सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामाची निविदा प्रसिध्द करता येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठया प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करुन घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांना पथकरातून सुट दिल्यामुळे उदयोजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

- २) वरील सुचनेनुसार तलावली वेलपाडा रस्ता प्र.जि.मा.१७ कि.मी.६/०० ते १०/०० मध्ये सुधारणा करणे ता. जव्हार या कामाचे कंत्राटदार श्री. पी.एम. रत्नाकर, विक्रमगड यांचा करारनामा क्र.बी-१/एचओ/८४० सन २०१८-१९ यांनी मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० अस्तित्वातील लांबीपैकी वाडा ते कुडूस कि.मी.४९/०० ते ६४/०० ह्या लांबीची BM ने तात्काळ दुरुस्ती ०.९९ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे.

त्यानुसार सदरील कामाचे ठेकेदार श्री. पी.एम. रत्नाकर, विक्रमगड यांची कामाची अंदाजीत किंमत रु.९६,१४,५७५/- च्या तुलनेत ०.९९ प्रतिशत कमी दराची म्हणजेच रु.९५,१९,३९१/- इतक्या रकमेची निम्नतम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दि.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.
सोबत :- संदर्भिय पत्र.



Ralbo
(सहस्र प्र. काळबर)
सहा.अधीक्षक अभियंता
अधीक्षक अभियंता
ठाणे (सा.बां.) मंडळ, ठाणे
करिता

EX "E-1"

100

G.A.P.Thane-1/22-500-A-24-3-87
G.R.P.W.D.NO.FMS/1051 of 16-7-51
G.M.S.& C.D.FMS-1067/66337 M.DT-10-5-88

DIVISION -- JAWHAR (P.W.) DIVISION:JAWHAR
SUB-DIVISION -- WADA (P.W.) SUB-DIVISION:WADA

FORM 47 IP.W.410
Running Account Bill



CERTIFICATE

- [1] Certified That Work has been Executed as Per Standard Specification.
- [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles
- [3] Certified That No Remarks on V & O Control

[Referred to in Paragraph 10.2] Of M.P.W.A.Code]

Cash Book Voucher NO
For

19 HD-117/121
11/2020

NAME OF CONTRACTOR OR SUPPLIER

SHRI.PRATAP MARTAND RATNAKAR AT-SOLSHE

NAME OF WORK - Improvement to Talavali Vehelpada Road MDR.17 KM.0/00 to 10/00 Taluka-Wada District-Palghar

[Signature]
Sub-Divisional Engineer
Wada (P.W.) Sub-Division
WADA

SERIAL NO.OF THIS BILL - ~~117~~ RA BILL

NO. & DATE OF PREVIOUS BILL FOR THIS WORK -

REFERENCE OF AGREEMENT -

B-1/HO/840/FOR 2018-2019

ACCEPTED BY *[Signature]* Executive Engineer
Public Works Division Jawhar

Date of Written Order to Commence Work - 6/3/2019

Date of Completion Order to Commence Work - 5/2/2019

Date of Completion as Stipulated in the Contract -

Extension of Grant Up To -

Date of Actual Completion of Work -

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited

Reviewed

Auditor

Superintendent/Gazetted Officer

Transactions of Road Side Materials Entered In the Statement of Receipts Issue. & Balance of Road Metal

CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

Divisional Accountant

11 IMPROVEMENT TO IYAVALLI VEHELKADA ROAD, MDR-17 KM.9/0.0 TO 19.00 TAL. WADA TB-1/H9/840/FOR 2018-19 ISHRI PRATAP MARIAND RATNAKAR AT SOLSHEET I.M.B.NO.0402551/2368 PAGE.671

Advance payment for work done not yet measured.		Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (10).	
Total as per previous Bill	Since Previous Bill					Total-Up-to-Date	Up to date		Since Previous Bill
1	2	3	4	5	6	7	8	9	10
		1690.00	ITEM NO.(1):- Excavation for catch/side water gutter in all sorts of soils to the specified section including stacking the excavated stuff in a regular bund and disposing of unsullable or excess stuff as directed all sorts soils.	79.20	Sqmt	133848.00	00.00		
		819.00	ITEM NO.(4):- Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V set attachment to the required density Grading-I (Using screening Type-B (3-2 millimeter) Aggregate.	2162.20	Cummt	1770841.80	00.00		
		351.00	ITEM NO.(5):- Wet Mix Macadam-Providing laying spreading and compacting stone aggregate of specific sizes to water bound macadam specification including spreading in uniform thickness hand packing to proper grade and camber applying and brooming requisite type of screening binding materials to fill up the interstices of coarse aggregate watering and compacting with intelligent compactor with compaction analyzer and V set attachment to the required density Grading-I (Using screening Type-B (3-2 millimeter) Aggregate.	2151.50	Cummt	755176.50	00.00		
		4680.00	ITEM NO.(6):- Providing and constructing 50 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal-70% hand broken by breaking rubble obtained by blasting heating and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	179.00	Sqmt	837720.00	00.00		



Part-I Account of work executed

3.2
F-2

EX "E-2"

104

Bharsat

PART IV MEMORANDUM OF PAYMENTS

	Rs.	P.
1. Total value of work actually measured as per account Part I column 8 Entry (A)	254555801	
2. Total up-to-date Advance payments for work not yet measured as per part I column 3 Entry		
3. Total up-to-date Secured advance on security of materials as per Part II Column B Entry		
4. Total (Items 1+2+3)		
5. Deduct amounts withheld		

Figures for works abstract		Rs.		P.	
Rs.	P.				

a) From previous bill as per last Running Account Bill

b) From this Bill

6. Balance i.e. up-to-date payments (Item 4-5)....K

7. Total amount of payments already made as per entry (K) of last running account Bill No of forwarded with account for

8. Payments now to be made as detailed below:

Rs.	Ps.	DEDUCTION	Ps.
		(a) By recovery of amounts creditable to this works	
		1) Security Deposit	Rs. 200000/-
		2) Income Tax	Rs. 223633/-
		3) Purchase Tax	Rs. 111816/-
		4) Education Cess	Rs. 111816/-
		(b) By recovery of amounts creditable to other works or heads of account	
		(c) By Cheque	
		Total 5(b)+8(a)	(G)
		Total 8(b)+(c)	(H)
		6) Insurance	Rs. 111816/-
		7) Upakar	Rs. 111816/-
		8) Part (V) Remark	Rs. 111816/-
		9) Royalty Charges	Rs. 111816/-



MS&S CIVIL SUPPLY
 200-11181634

Pay Rs. * [] Other Charges Rs. [] by cheque/cash

* Here specify the net amount payable [Item 8(c)] Dated initials of the disbursing officer

Received Rs. [] Passed for Rs. [] Pay by Cheque Rs. [] as per

above Memorandum on account of this work.

Dated []
 Witness []
 Executive Engineer
 Jawhar (P.W.) Division,
 Jawhar, Dist. Palghar.

Paid by me vide cheque No. [] Dated []
 (Dated initials of the person actually making the payments)

Part-V Remarks
 [This space is required for any remarks the disbursing officer of the Divisional Officer may wish to record in respect of the execution of the work, check of measurements of the state or contractor]

E-3

Ex "E-3"

106

सिद्धि देयक



34211106123614380543

DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक ०१/०२/२०२० पर्यंत वैध



प्राधिकारपत्र क्रमांक	34211106123614380543	दिनांक	23/01/2020			
व्यवहार नोंद क्रमांक	462	प्रमाणक क्रमांक	178			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR. SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
टॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	11181631	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	870897	हे देयक धरून झालेला खर्च	41984724			
देयकाची निव्वळ रक्कम	10310734	शिल्लक अनुदान	16647276			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
PRATAP MARTAND RATNAKAR	xxxxxxx880B	xxxxxxx1050	STATE BANK OF INDIA, JAWHAR THANE	xxxxxxx6895	10310734	0
एकूण					10310734	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

सही

आहरण व संवितरण अधिकारी

अधीक्षक अभियंता यांचे कार्यालय
ठाणे (सा.बां.) मंडळ, ठाणे
स्टेशन रोड, ठाणे-400 601

www.mahapwd.com	(022) 25383241	email - thane.ae@mahapwd.com
जा.क्र. :- ठाणे/निविदा/	६५५८	दिनांक- १८/१०/१९

प्रती,
कार्यकारी अभियंता,
(सा.बां.) विभाग,
जव्हार.



विषय : निविदा मंजूरीचा प्रस्ताव...
खाजगीकरणाला माध्यमातून मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी. २९/५५० ते ५३/८८० व वाडा ते भिवंडी रस्ता रा.मा.क्र.३५ किमी ४९/००० ते ८९/०५० या ६४.३२ कि.मी. लांबीचे चौपदरीकरण व देखभाल व दुरुस्ती करणे व वाडा भिवंडी रा.मा. ३५ वरील विश्वभारती फाटा - भिनार - चडपा जंक्शन हा बाह्य वळण रस्ता बांधणे (किमी ०/००० ते किमी ७/९००).

मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० ह्या अस्तित्वातील लांबीची MPM ने तात्काळ स्वरूपात रस्ता दुरुस्तीचे काम अन्य निविदेतून करून घेणेबाबतच्या प्रस्तावास मान्यता मिळणेबाबत.

- संदर्भ :
- १) शासनाचे दि. ११/१०/२०१९ रोजीचे टोल-रद्द करण्याबाबतचे पत्र
 - २) मा. सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय मुंबई यांचा दिनांक १३.१०.२०१९ रोजीच्या पाहणी दौ-यात दिलेल्या सूचना
 - ३) कार्यकारी अभियंता, सा.बां. विभाग, जव्हार यांचे पत्र क्र साबां/विज/प्रशा/ ५७४० दि. १५.१०.२०१९

आपले कार्यालयीन संदर्भिय पत्र क्र.३ अन्वये विषयांकीत कामाच्या बाबाच्या मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० या लांबीतील तात्काळ स्वरूपात दुरुस्तीचे काम वाडा मलवाडा रस्त्याची सुधारणा करणे रामा ३४अ कि.मी.०/०० ते ९/५०० ता. वाडा जि. पालघर या कामाच्या निविदेतून करून घेण्याचा प्रस्ताव मंडळ कार्यालयास सादर करण्यात आलेला आहे. त्याअनुषंगाने खालीलप्रमाणे कळविण्यात येत आहे.

- १) दिनांक १३/१०/२०१९ रोजी मा. सचिव (रस्ते) यांनी या रस्त्याची पहाणी केली असून रस्ता मोठ्या प्रमाणात क्षतिग्रस्त झाल्यामुळे रस्ता वाहतुकीस अतिशय धोकादायक झालेला आहे. अशा परिस्थितीत रस्ता तात्काळ दुरुस्त करून वाहतुकीस सुरळीत करण्यासाठी मा. सचिव (रस्ते) यांनी आचारसंहिता सुरु असल्याने या कामाची निविदा प्रसिध्द करतच येणार नाही व त्यानंतर या निविदा प्रसिध्द करण्यास १५ दिवसांचा कालावधी लागणार आहे परंतु रस्ता मोठ्या प्रमाणात खराब झाला असल्यामुळे व वाहतुकीस असुरक्षित झाला असल्यामुळे त्यांची दुरुस्ती तात्काळ सुरु करण्यासाठी कार्यरत असलेल्या करारनाम्यापैकी ही दुरुस्तीची कामे करण्यास तयार असलेल्या कंत्राटदाराकडून ही वाढीव कामे करून घेण्याच्या सूचना देण्यात आल्या आहेत. तसेच यासाठी होणारा खर्च हलकी वाहने व बस यांना पथकरातून सुट दिल्यामुळे उद्योजकास अदा करावयाची नुकसान भरपाईची रक्कममधून भागविण्याच्या सूचना दिल्या आहेत.

२) वरील सुचनेनुसार वाडा मलवाडा रस्त्याची सुधारणा करणे रामा ३४अ किमी ०/०० ते ९/५०० ता वाडा जि पालघर या कामाचे कंत्राटदार मे. आशिर्वाद कंस्ट्रक्शन, शहापूर यांचा करारनामा क्र.बी-१/एचओ/७५५ सन २०१८-१९ यांनी मनोर-वाडा-भिवंडी रस्ता रा.मा.क्र.३४ कि.मी.२९/५५० ते ५३/८८० व वाडा ते अंबाडी रस्ता रा.मा.क्र.३५ कि.मी.४९/००० ते ६९/०० हया अस्तित्वातील लांबीची MPM ने तात्काळ दुरुस्ती १६.५५ प्रतिशत कमी दराने करण्यास तयार असलेबाबत सहमती दर्शविली आहे..

त्यानुसार सदरील कामाचे ठेकेदार मे. आशिर्वाद कंस्ट्रक्शन, शहापूर यांची कामाची अंदाजीत किंमत रु.१,१०,७२,४७१/- च्या तुलनेत १६.५५ प्रतिशत कमी दराची म्हणजेच रु.९२,३९,९७७/- इतक्या रकमेची निम्नतम निविदा महाराष्ट्र शासन सा.बां.विभाग शासन निर्णय क्रमांक सीएटी २०१७/प्र.क्र.८/इमा-२ मंत्रालय, मुंबई दि.२७/९/२०१८ नुसार प्राप्त झालेल्या अधिकारात स्विकृत करण्यांत येत आहे.

स्थळ प्रत अ.अ. यांनी मंजूर केली आहे.
सोबत :- संदर्भिय पत्र.



Ralbe
(स्नेहल प्र. काळबर)
सहा.अधीक्षक अभियंता
अधीक्षक अभियंता
ठाणे (सा.बां.) मंडळ, ठाणे
करिता

42E1

EX "F-1"

109

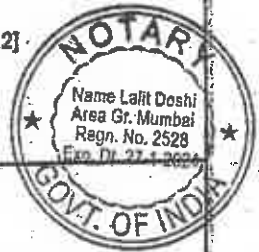
G.A.P.Thane-T/22-500-A-24-3-87
G.R.P.W.D.NO.FMS/1051 of 16-7-51
G.M.S.& C.D.FMS-1067/66337 M.DT-10-5-88

Outer P.W.410A

DIVISION - JAWHAR (P.W.) DIVISION:JAWHAR
SUB-DIVISION - WADA (P.W.) SUB-DIVISION:WADA

FORM 47 [P.W.410]
RUNNING ACCOUNT BILL

[Referred to in Paragraph 10.2]
Of M.P.W.A.Code]



Cash Book Voucher NO
For 19

NAME OF CONTRACTOR OR SUPPLIER
M/S.ASHIRWAD CONSTRUCTION

NAME OF WORK - Improvement to Wada Malwade Road SH-34A KM.0/00 to 9/500 (Repairs to Manor Wada Bhlwandi Road SH-34 KM.29/560 to 59/800 & KM.Wada Ambadi Road SH-35 KM.49/00 to 59/00 Taluka-Wada District-Palghar

SERIAL NO.OF THIS BILL - IIIRD RA BILL

NO. & DATE OF PREVIOUS BILL FOR THIS WORK -

REFERENCE OF AGREEMENT -

B-1/HO/755/FOR 2018-2019

ACCEPTED BY - Executive Engineer
Public Works Division Jawhar

Date of Written Order to Commence Work -

Date of Completion Order to Commence Work -

Date of Completion as Stipulated in the Contract -

Extension of Grant Up To -

Date of Actual Completion of Work -

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited Reviewed

Auditor Superintendent/Gazetted Officer

CERTIFICATE

- [1] Certified That Work has been Executed as Per Standard Specification.
- [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles.
- [3] Certified That No Remarks on V & O Control

[Signature]
Sub-Divisional Engineer
Wada (P.W.) Sub-Division
WADA

Transactions of Road Side Materials Entered in the Statement of Receipts Issue & Balance of Road Metal

CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

Divisional Accountant



Part I Account of work executed											
Advance payment for work done not yet measured.			Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads or Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement		Remarks (with reasons for delay in adjusting payments shown in column 11)		
Total as per previous Bill	Since Previous Bill	Total Up-to-Date					Up to date	Since Previous Bill			
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.		
			72024.54	ITEM NO. (1)- Priming and applying constructing 50 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hand broken by breaking rubble obtained by blasting heading and spraying the bitumen of VG-30 Grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	170.18	Sqmt	12357973.48	11157672.48			
			72024.84	ITEM NO. (2)- Priming and applying tack coat on the prepared surface heating by James In Boiler spraying bitumen with sprayer on dry hungry surface @ 2 kg/Sqm VG-30 bulk bitumen	10.87	Sqmt	725288.12	725288.12			
TOTAL RS.							12983161-00	12983161-00			
DEDUCT EXTRA BILL (S)							3381624-00	3381624-00			
SAY RS.							9601537-00	9601537-00			

$16.55\% = 12983161 = \infty$
 $2148718 = \infty$

 $10834448 = \infty$
 $1300133 = \infty$

 $12134581 = \infty$
 EXTRA BILL = $3381624 = \infty$

 $8752957 =$

F-3

Ex "F-3"

112

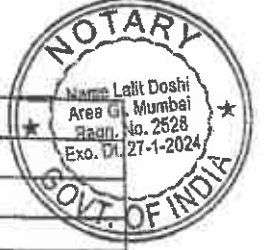
देयक
य-5



DEPARTMENTAL CMP

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक १५/०२/२०२० पर्यंत वैध



प्राधिकारपत्र क्रमांक	3421389916620240528	दिनांक	06/02/2020			
व्यवहार नोंद क्रमांक	595	प्रमाणक क्रमांक	63			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
टॅन क्रमांक	PNBE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	3381624	एकूण वार्षिक अनुदान	58632000			
बजातीची रक्कम	1053753	हे देयक धरून झालेला खर्च	58632000			
देयकाची निव्वळ रक्कम	2327871	शिल्लक अनुदान	0			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
ASHIRWAD CONSTRUCTION SHAHAPUR	xxxxxx824C	xxxxxxx0032	THE THANE DISTRICT CENTRAL COOPERATIVE BANK THANE, RAM MARUTI ROAD THANE	xxxxxxxxxxx1446	2327871	0
एकूण					2327871	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

सही

आहरण व संवितरण अधिकारी

Scanned with CamScanner

मत देयक

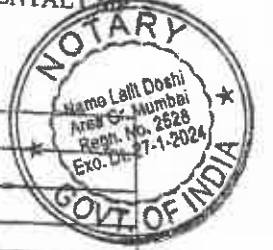


DEPARTMENTAL CM

देयक प्राधिकारपत्र सन २०२० २०२१

दिनांक ०४/०९/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	34219813126610390545	दिनांक	26/08/2020			
व्यवहार नोंद क्रमांक	56	प्रमाणक क्रमांक	149			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
ट्रॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाम	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	7400000	एकूण वार्षिक अनुदान	7400000			
वजातीची रक्कम	444000	हे देयक धरून झालेला खर्च	7400000			
देयकाची निव्वळ रक्कम	6956000	शिल्लक अनुदान	0			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक इ शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
ASHIRWAD CONSTRUCTION SHAHAPUER	xxxxxx824C	xxxxxxx0032	THE THANE DISTRICT CENTRAL COOPERATIVE BANK THANE, RAM MARUTI ROAD THANE	xxxxxxxxxxx1446	6956000	0
एकूण					6956000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						



सही

आहरण व संवितरण अधिकारी

Ex "G"

114



HH

G.A.P.P.Thane-T/122-5000-A-24-3-87
G.R.P.W.D.No,FMS 1051 of 16-7-51
G.M.B. & C.D. FMS 106766337 M.Dt.10-05-88

M.B.No. YNP

BOT

DIVISION: Executive engineer,
Thane (P.W.) Division No.1,
Thane.

SUB-DIVISION :- P.W. SUB-DIVISION, BHIWANDI.

(FORM 47 P.W. 410)

Running Account Bill

[Referred to in Paragraph 10.2.11 of M.P.W.A. Code]

Cash Book Voucher No.

HO / 53

For

2019-2020

1/2020

Transaction of road side materials
entered the statement of receipts
issues and balance road metal.

Asstt. Engr. (Gr. I),
Bhiwandi (P.W.) Sub Dn.
Bhiwandi

Name of Contractor or Supplier :- M/s. Kshatriya Infrastructure Pvt. Ltd.

Name of Work :- MAINTAINANCE WORK TO VADPE NIMBAVALI
ROAD (S.H.84) BETWEEN KM.60/100 TO 54/400 BY
PROVIDING AND CONSTRUCTING WBM AND MPM.

Serial No. of this Bill :- 1ST R.A. Bill

No. and date of previous bill for this work :- Nil

Reference to Agreement :- B-1/CE/03 for 2019-2020

Authority :- Vide Sanction Letter of Chief Engineer P.W.D. Kokan Region
Marathi Letter No.C.E.(Ko)/Project Branch/3328 Dt.17/10/2019

Date of written order to commence work :- No.pwd/thane1/tender/8889
Date :- 26/08/2019

Date of Completion as stipulated in the contract :- 12 (Twelve) Month
upto 15/07/2020

Extensions granted upto :- N.A.

Date of actual completion of work :-

Contractors Ledger Folio No. :-

(For use in Accountant-General's Office)

Clerk

Accountant

(For Use in Divisional Office)

Checked

Accounts Clerks

Audited

Reviewed

ADKS_Mayur

Advance payments for work done not yet measured		Quantity executed upto date as per measurement book	Item of work (Grouped under sub heads or sub work of estimate)	Rate	Unit	Payment on the basis of actual measurement		Remarks (with reasons for delay in adjustment of payments shown in column (1))	
Total as per previous bill	Since previous bill					Up to date	Since Previous bill		
1	2	3	4	5	6	7	8	9	10
		208.00 ✓	ITEM NO. (3):- Supply of J.C.B. on hire basis for including operator, fuel etc. complete. (Rate As Per Sanction T.S. Of Chichavati Kaman Road)	1270.00 ✓	Hour	264160.00 ✓	264160.00 ✓		
		360.00 ✓	ITEM NO. (2):- Supply of labour for cleaning, removal of debris, traffic control, cleaning of road, and grass including transportation / conveying of labour from place to place as required etc. complete. (Rate As Per Sanction T.S. Of Chichavati Kaman Road)	448.00 ✓	Count-Number	161280.00 ✓	161280.00 ✓		



1							
2							
3							
4	17785.25						
5	<p>ITEM NO.(3):- Filling Potholes in monsoon within 24 hrs after its occurrence on carriageway with Metal, grit, & emulsion, bituminous material using Hot mix plant including providing and applying tack coat at the rate of 0.325 Kg/sq.m (bituminous grade VG-30) and providing and laying Hot mix : laid bituminous macadam of 50 mm average thickness, 3.4% of bitumen VG-40 grade and sealing with 40 mm thick Bituminous Concrete with required bituminous binder @ 5.4 to 5.6 percent of mix .Providing and fixing factory made Hydraulically pressed Mechanically vibrated and compacted precast inter locking cement concrete paving blocks 100MM thick in M40 grade of approved size and shape, preparing the existing road surface, spreading 40 mm. stone layers metal 30% crusher broken metal + 70% Hand broken metal (By including Rubble obtained by blasting) and complete during wet spell of monsoon including transporting the mix to work-site, laying to the required grade , level and alignment, rolling with roller to achieve the desired compaction as per</p>						
6	242.50						
7	4312923.13						
8	4312923.13						
9							



MORTH specification clause 11.5.00 etc. etc.

G-1

EX "G-1"

118

H-2

WORK - 10337479/-
GST - 1288497/-
12025976/-

PART IV - MEMORANDUM OF PAYMENTS



Figures for work abstract		Rs.		P.	
Rs.	P.	Rs.	P.	Rs.	P.
Total value work actually measured as per para 1, column 8, Entry (A)					
Total up-to-date advance payment for work not yet measured as per part I, column 3, Entry (B)		12025976/-			
Total up-to-date secured advances on security of materials as per part II, column 8, Entry (C)					
Total [Item 1 + 2 + 3]					
Deduct - amounts withheld					
6. Balance i.e. up-to-date payments					
7. Total amount of payments already made as per entry [K] of last running account Bill No. of		NIL		5	
8. Payments now to be made as detailed below -					
(a) By recovery of amount creditable to this work -					
Total 5(b) + 8(a) (G)					
(b) By recovery of amount creditable to other work or heads of accounts					
(c) By cheque					
Total 8(b) + (c) (H)					
Pay Rs. ()					

DEDUCTION

Rs.	P.
1) Security Deposit	240520/-
2) Income Tax	240520/-
3) Surcharge	
4) Education Cess	107375/-
5) VAT S&S	107375/-
6) Insurance	
7) Upskar	107375/-
8) Part (V) Remun. by Cheque / Cash	
9) Royalty Charges	228647/-
10) Other Charges	
Total	

Here specify the net amount payable (Item 8(c))
Received Rs. ()
Memorandum on account of this work.

Dated initials of the disbursing officer
10994164

Dated _____
Witness _____
Paid by me, vide Cheque No. _____
one crore one lakh one thousand four hundred sixty four only

PART V - REMARKS

This space is required for the disbursing officer or the divisional officer may wish to record in respect of the execution of the work check of measurements of the state of contract.

CMP
14/1/2022

Executive Engineer
Jawhar (P.W.) Division,
Jawhar, Dist. Palghar.

10/11
1975

Figure (D) in words

Quantity outstanding from previous bill	Deduct quantity utilized in work measured since previous bill	Quantity outstanding including quantity brought to site since previous bill	Full rate as assessed by the divisional officer	Description of materials	Unit	Reduce rate at which advance is made	Upto date amount of advance	Reference to divisional officers written order authorising the advance		Reason for non clearance of advance when outstanding for more than three months
								No.	Date	
1	2	3	4	5	6	7	8	9	10	11
				Total amount outstanding as per this bill (C)						Figure (E) in words
				Deduct amount outstanding as per entry of previous bill (C)						
				Net amount since previous bill (E)						



III Part - Certificates and Signature

- Entries in column [4] to [9] of part I are based on measurements recorded by Name and designation Shri Y. N. Pardeshi, Sect. Engr. on in and checked % by Sub Divisional Officer on in several items and the value of such work actually executed as shown in column no.4 of part I, some work has been actually done in connection with materials used therein) is in on case less than the advance payments as per column of part I, made or proposed to be made for the convenience of the contractor in anticipation of and subject to the results of detailed measurements which will be made as soon as possible.
- Certified (i) that the plus quantities of materials shown in column 3 of part II above been actually brought by the contractor to the work sight and the contractor has not previously received any advance on their security. (ii) that these materials are in imperishable nature and are all required by the contractor for use in the work in connection with items for which rate code is recorded in the Divisional officer.

Dated Signature of the Contractor.

(Signature)
Assistant Engineer (Gr.I),
Bhiwandi (P.W.) Sub Division,
Bhiwandi

Executive Engineer,
Thane (P.W.) Division No.1,
Thane

The signature is necessary only when the officer repairing the bill is officer authorising payment.

G-2

Ex "G-2"

120

43
देयक

3421919911461990551

DEPARTMENTAL COPY

देयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक २१/०१/२०२० पर्यंत वैध



प्राधिकारपत्र क्रमांक	3421919911461990551	दिनांक	14/01/2020			
व्यवहार नोंद क्रमांक	438	प्रमाणक क्रमांक	53			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX ENGR SUB.DN ENGR P.W.D.SUB DN JAWHAR			
दैन क्रमांक	PNBE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	12025976	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	1031812	हे देयक धरून झालेला खर्च	19303093			
देयकाची निव्वळ रक्कम	10994164	शिल्लक अनुदान	39328907			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
KSHATRIYA INFRASTRUCTURE PVT LTD	xxxxxx188N	xxxxxxx0191	THE SARASWAT CO-OPERATIVE BANK LTD,HIRANA NDANI POWAI BRANCH	xxxxxxxxxxx0234	10994164	0
एकूण					10994164	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

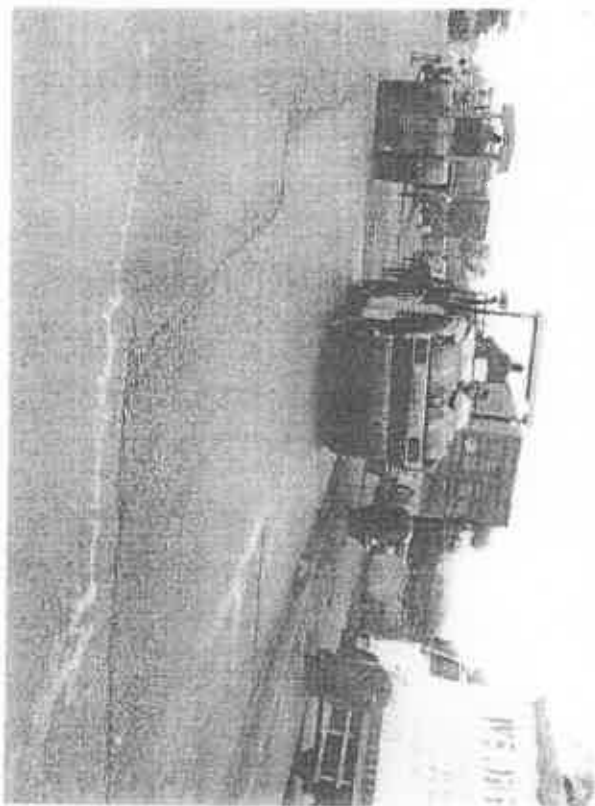
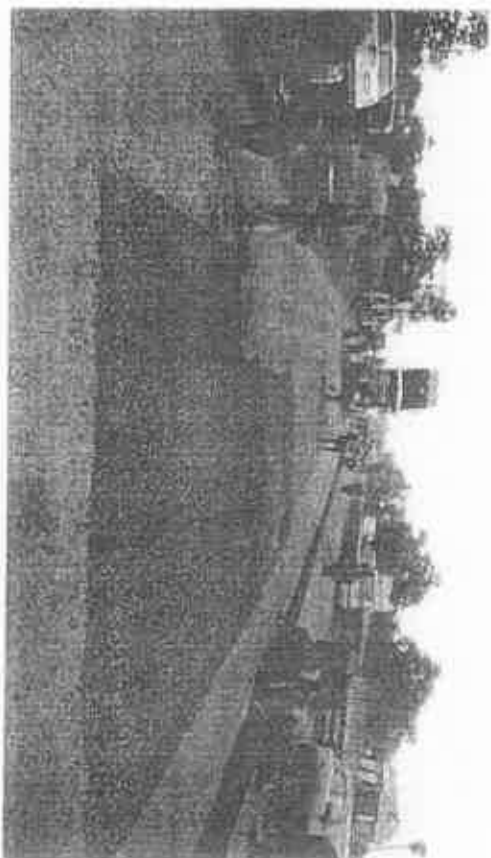
सही

आहरण व संवितरण अधिकारी

Scanned with CamScanner

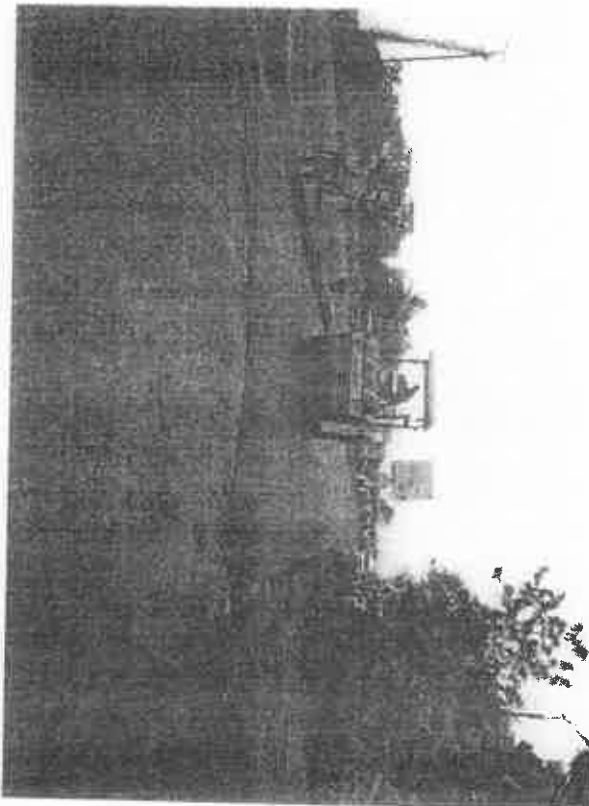
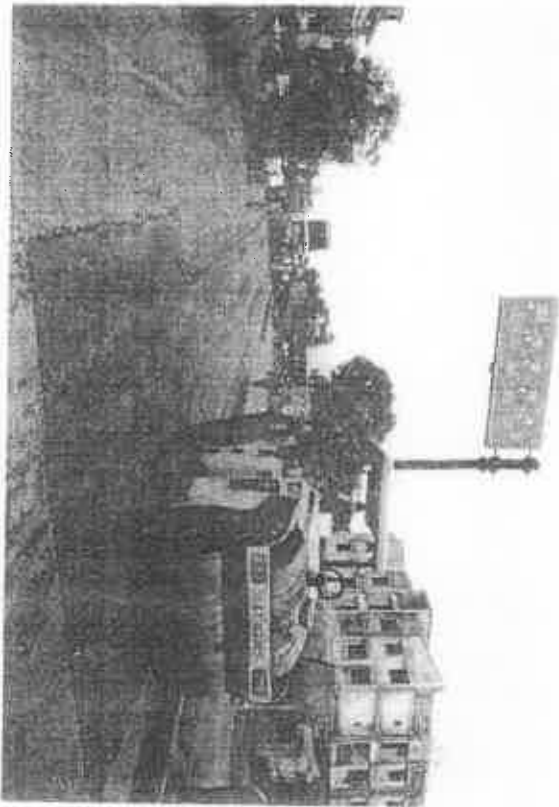
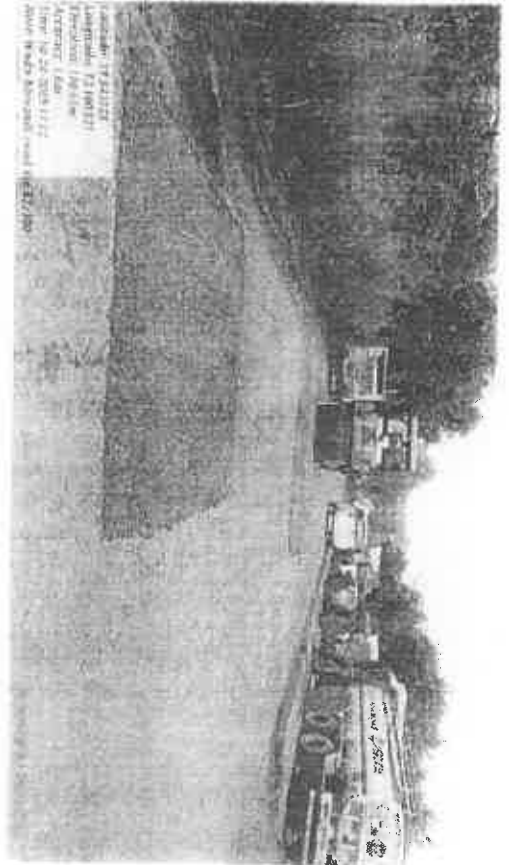
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121

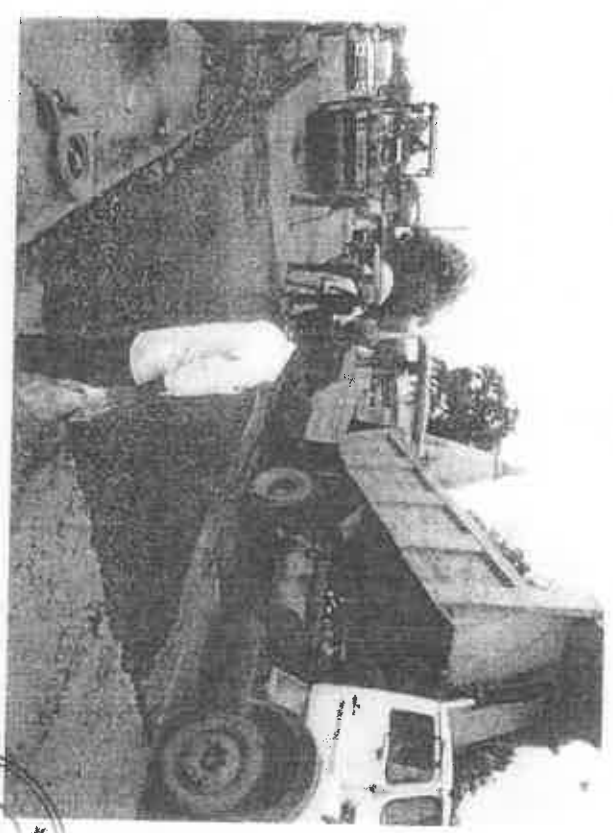
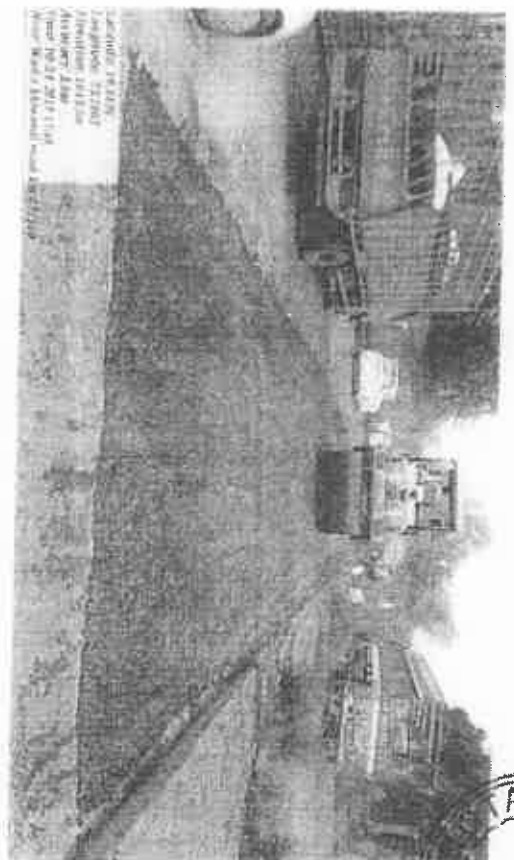
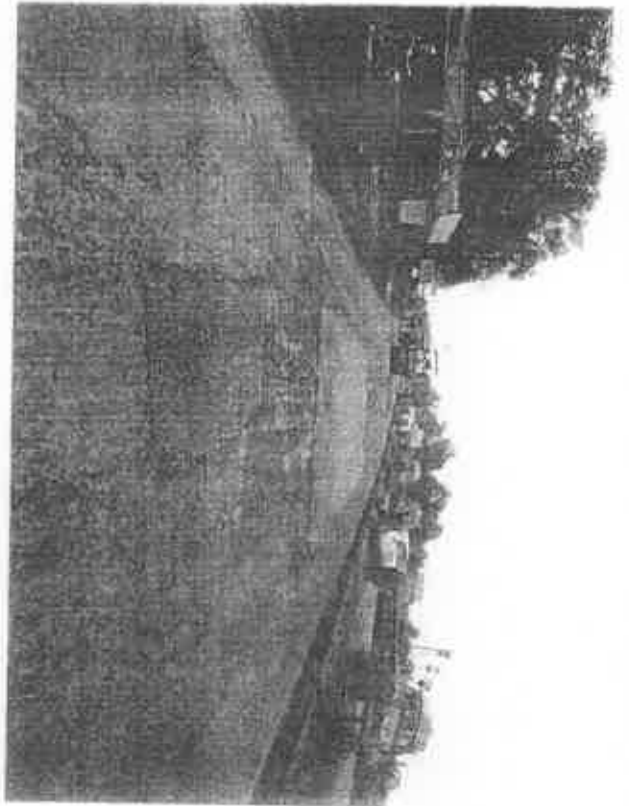


After storm



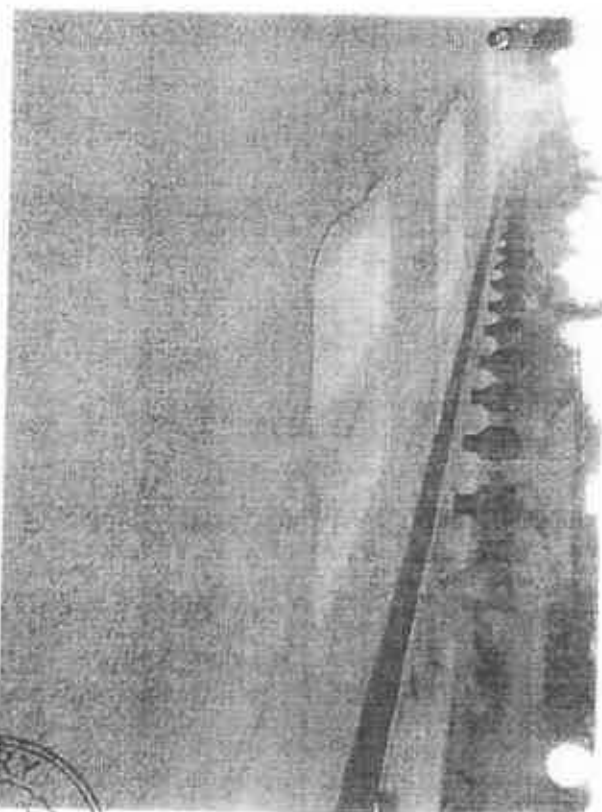
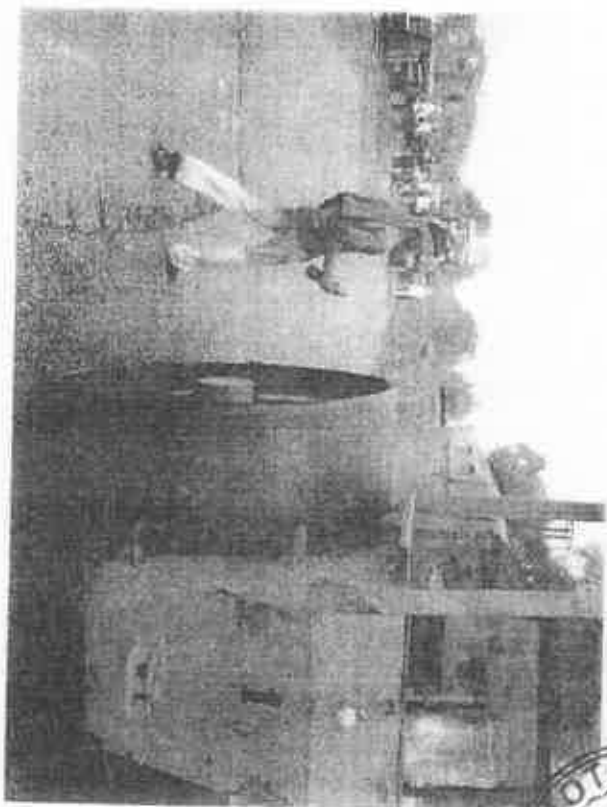
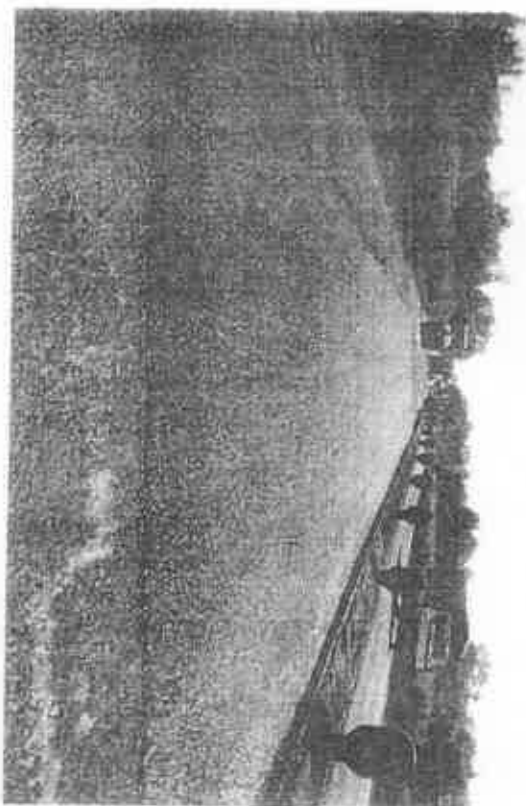
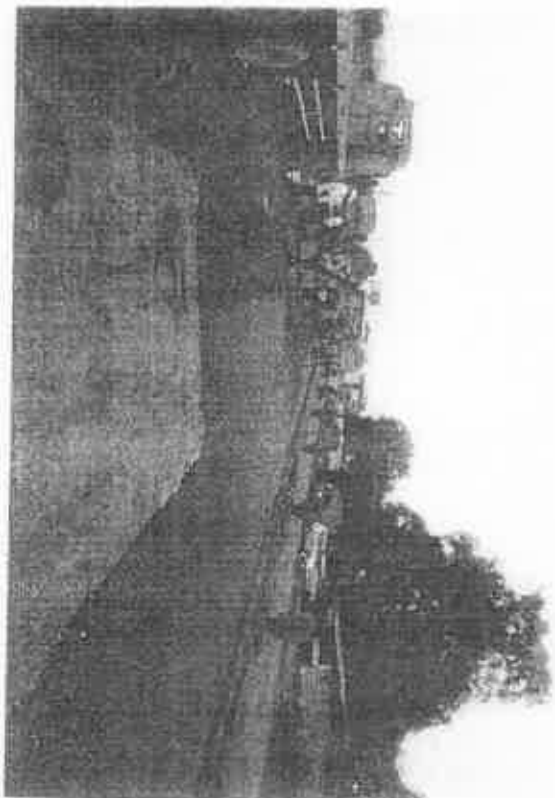


NOTARY
 Name: Laxmi Devi
 Reg. No.: 123456
 Exp. Date: 31-12-2024
 GOVT. OF IND

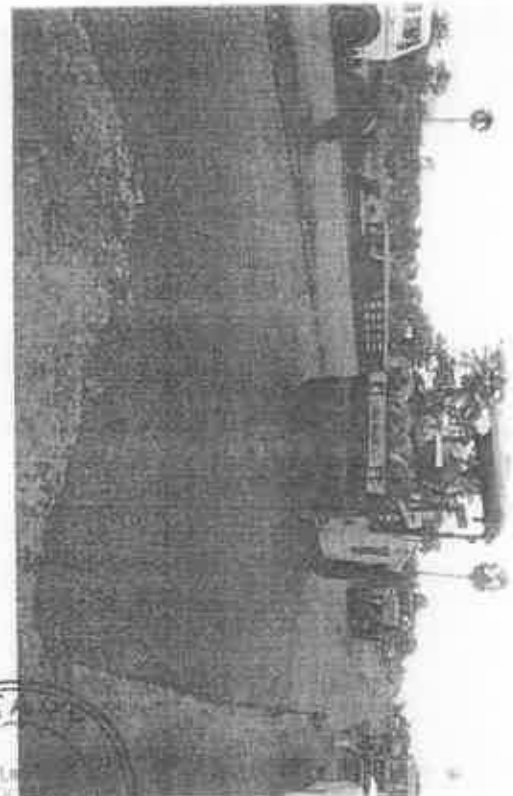
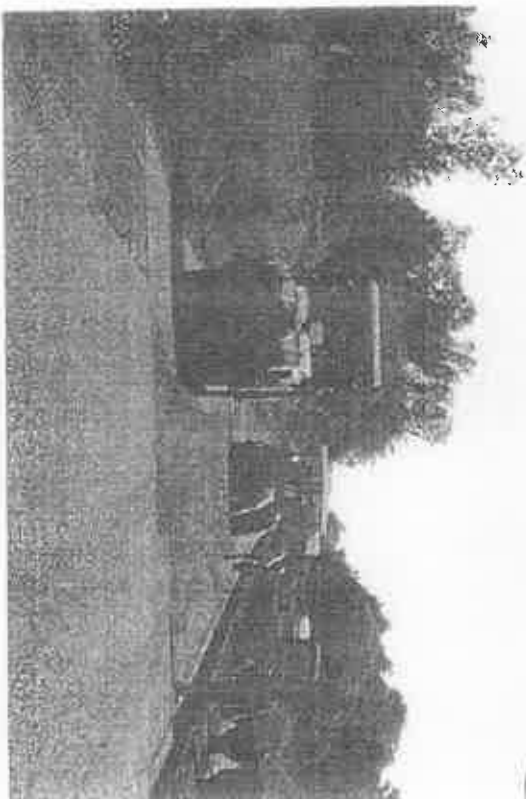
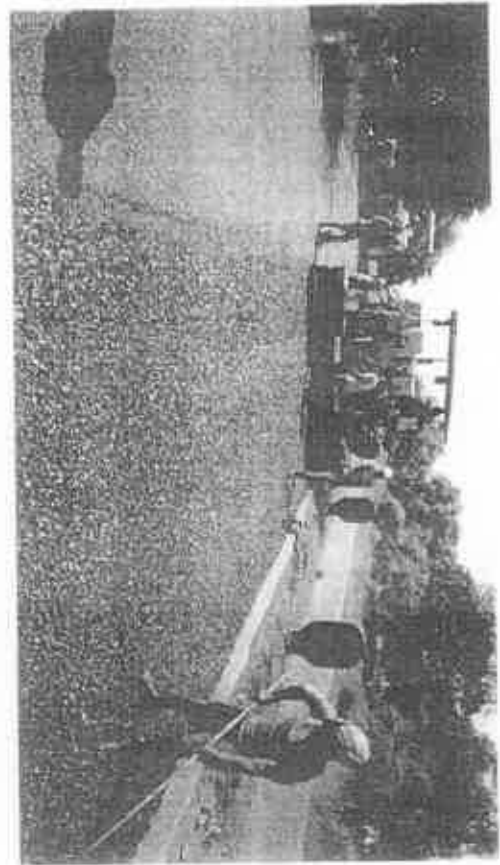


ARY
Name Lali Devi
Ahoi Ka Kumbhal
Raj. No. 2526
Exo. Dt. 27-1-2022
GOVT. OF INDIA

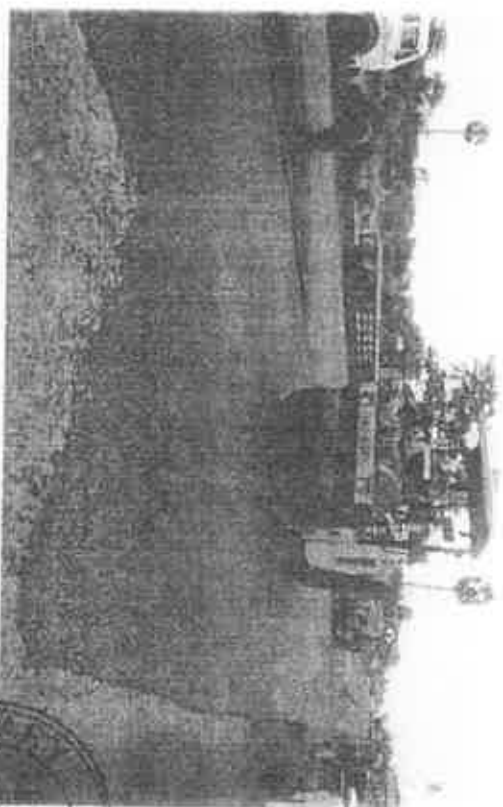
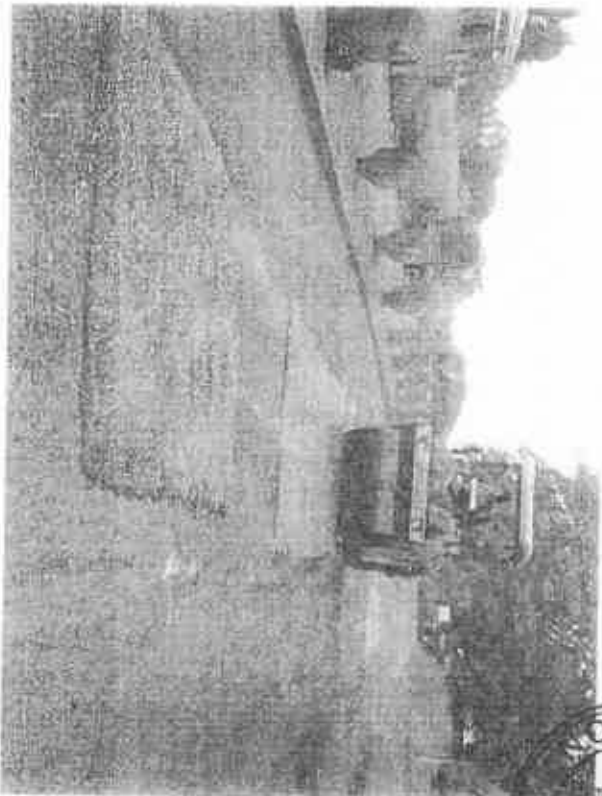
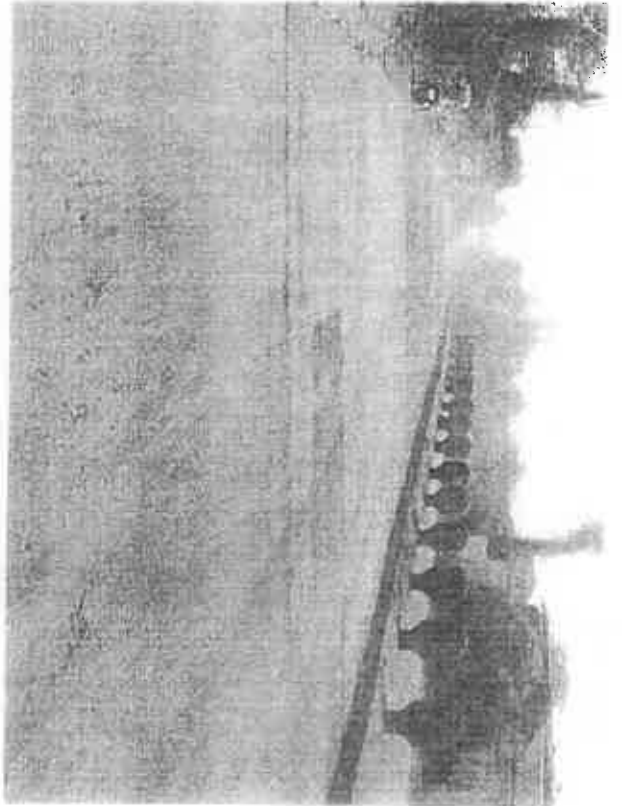
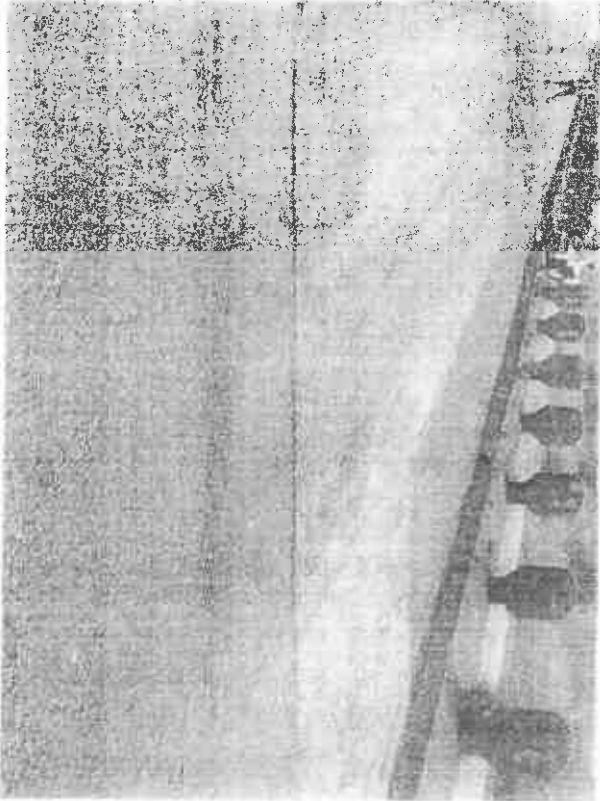
जिल्हा कार्यालय
जिल्हा कार्यालय
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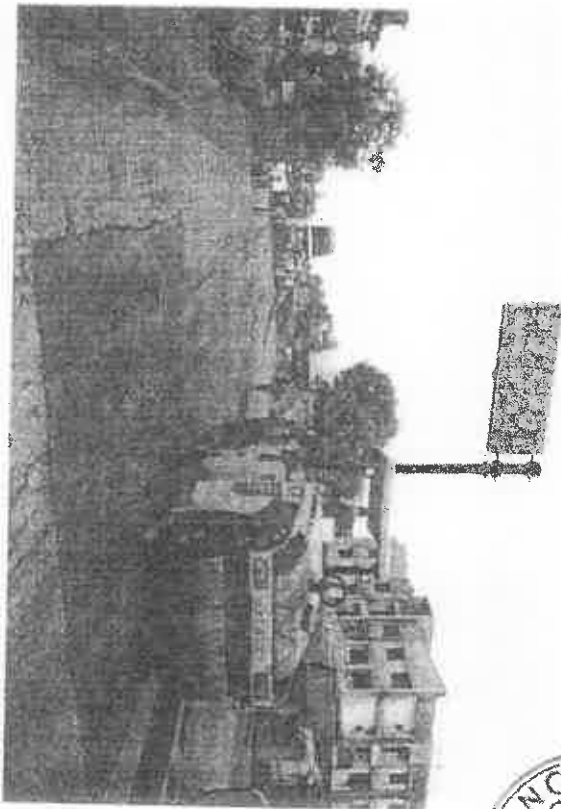
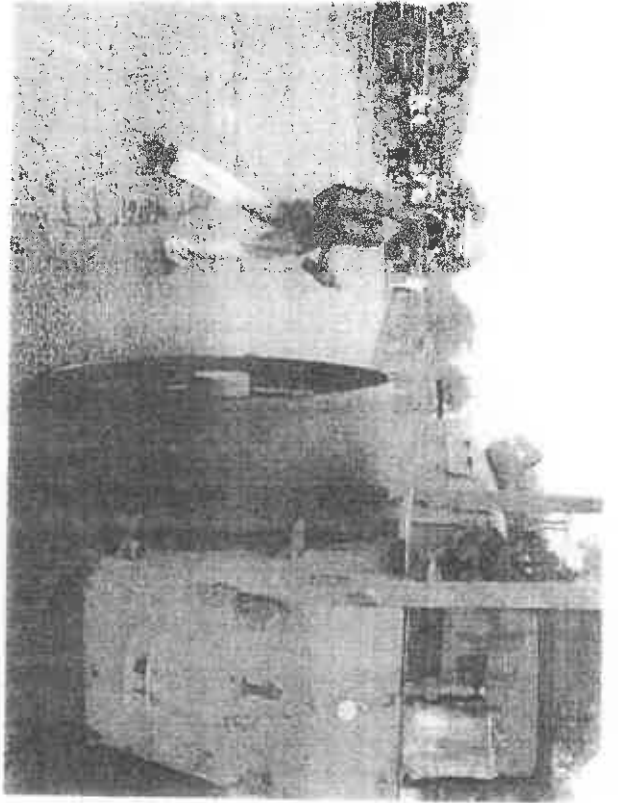
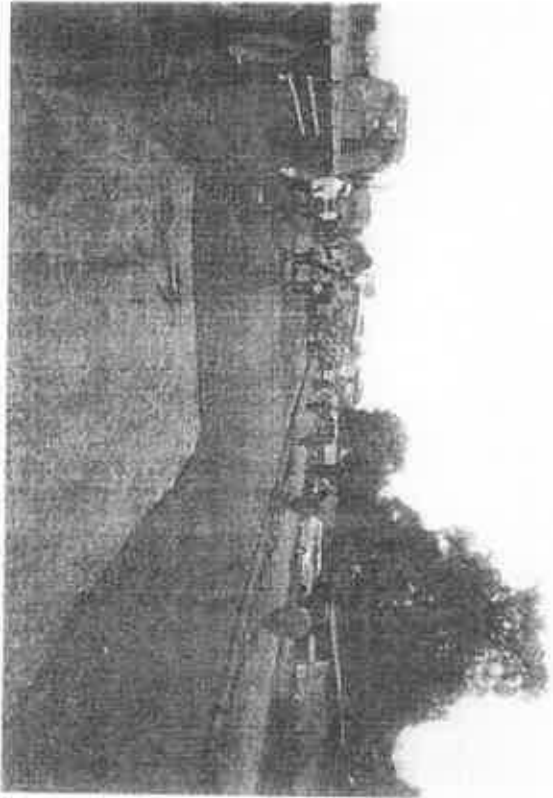
NOTARY
Narhari Lalji Doshi
Area of Mumbai
Taq. No. 222
Est. Dt. 21-5-2014
GOVT. OF INDIA



NOT
Name of
Date
Govt. of India

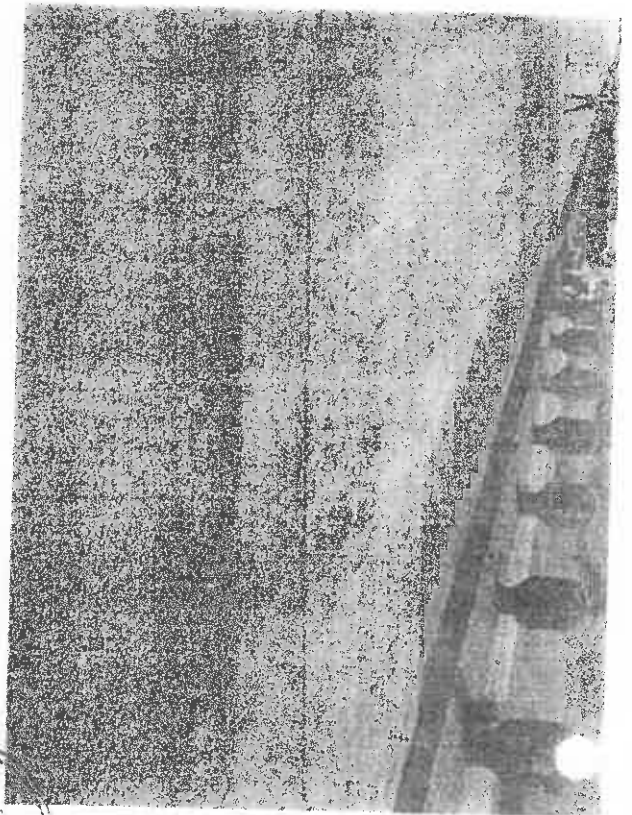
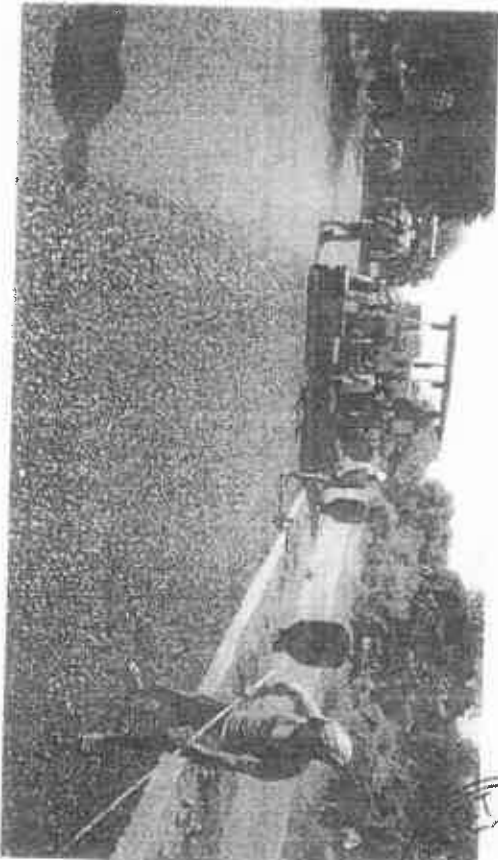
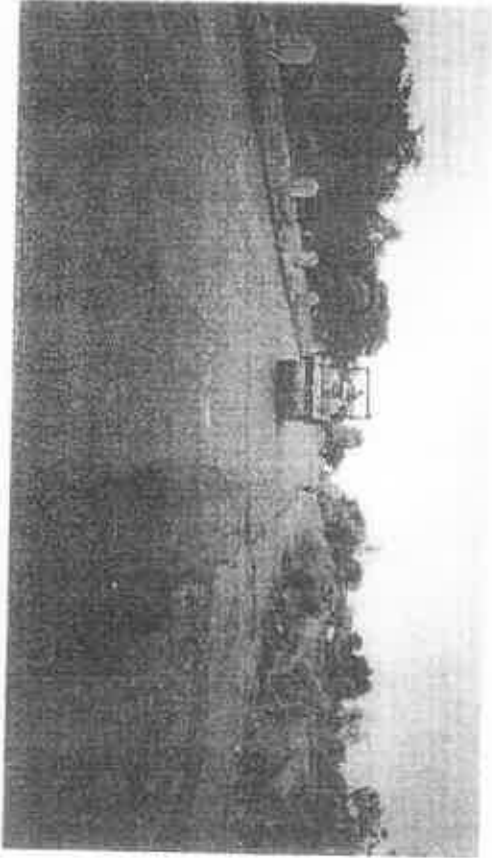


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Area of Manda
Page No. 2574
Eto. No. 77 / 201
GOVT. OF INDIA

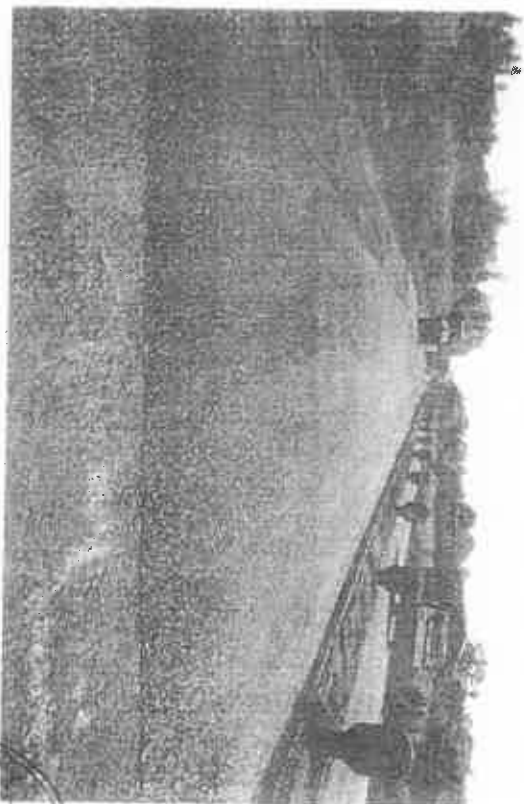
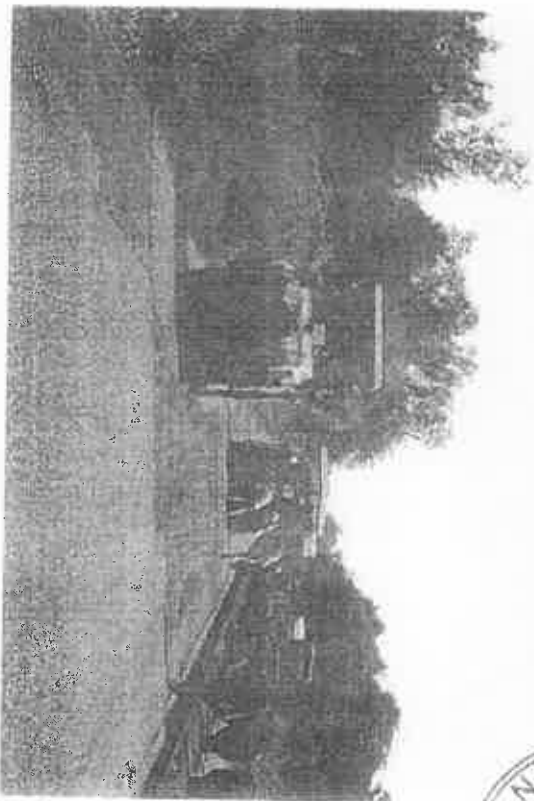
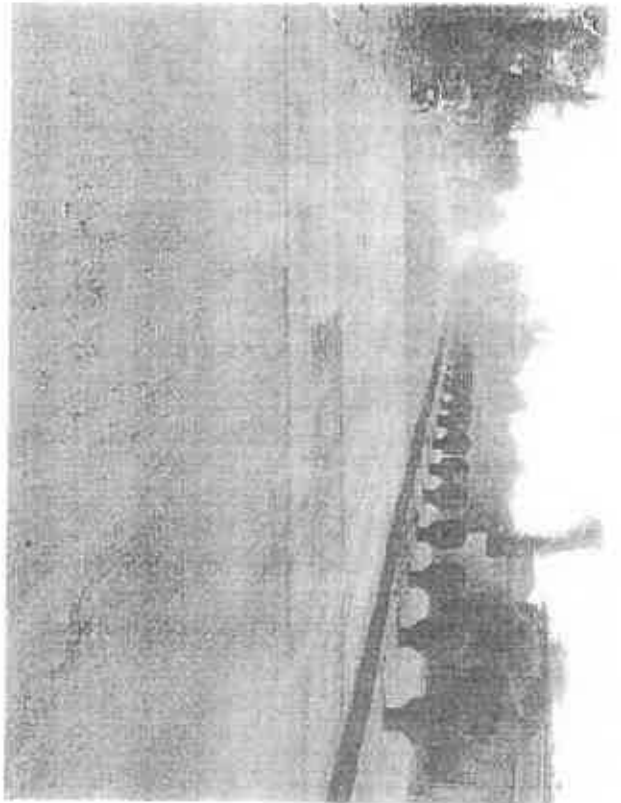
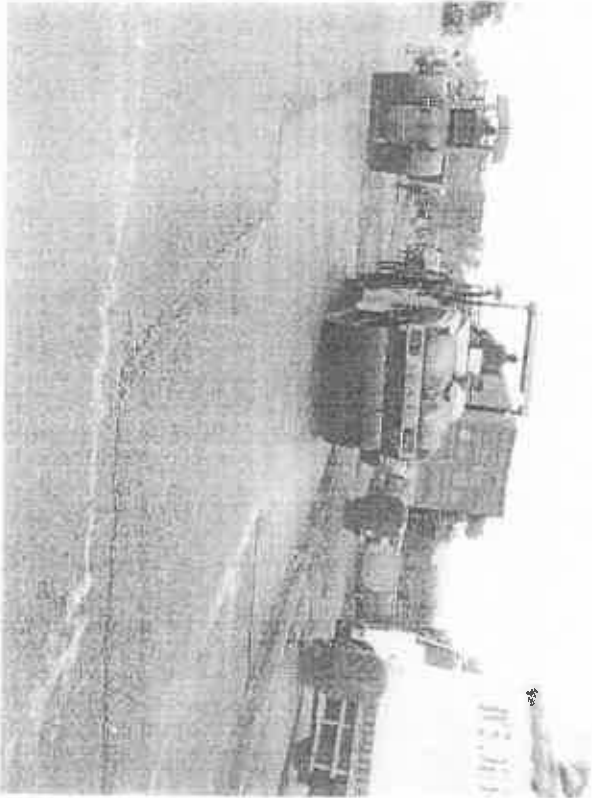


Chitambar, 10/11/1952
Longitude: 73° 10' 00"
Elevation: 10,000'
Area: 1000 sq. km.
Area: 1000 sq. km.
Area: 1000 sq. km.

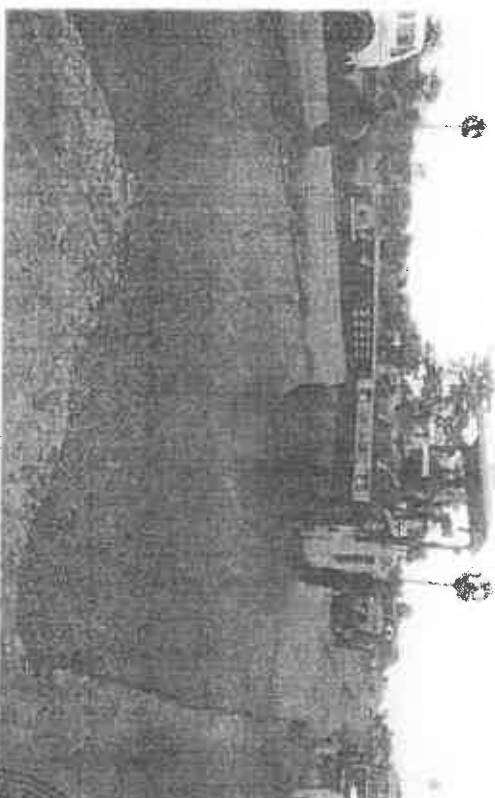
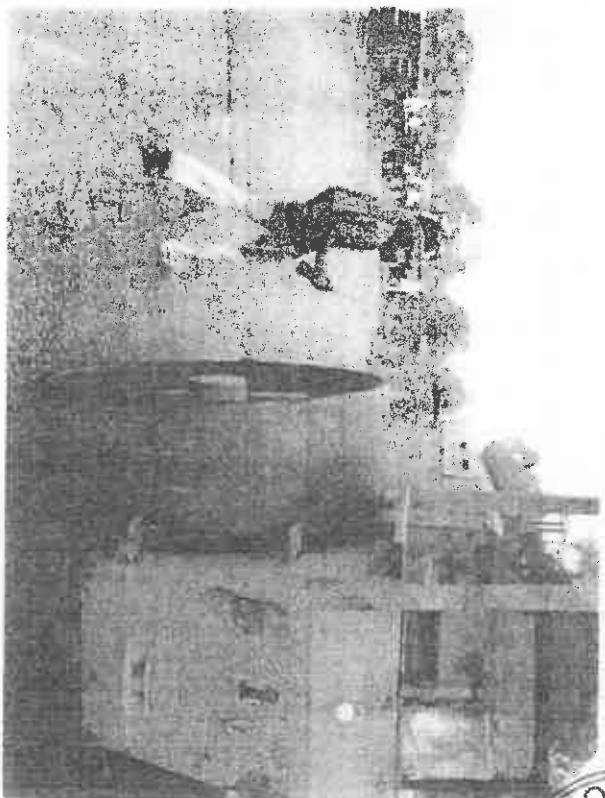
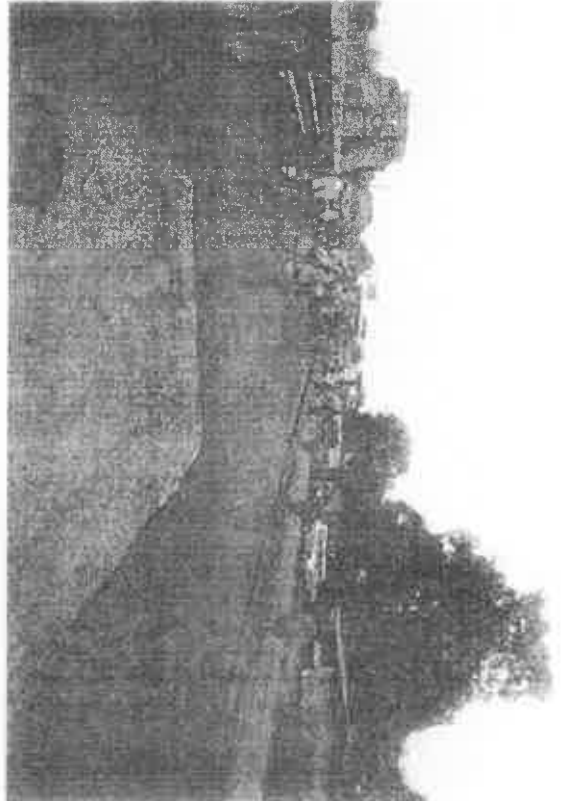
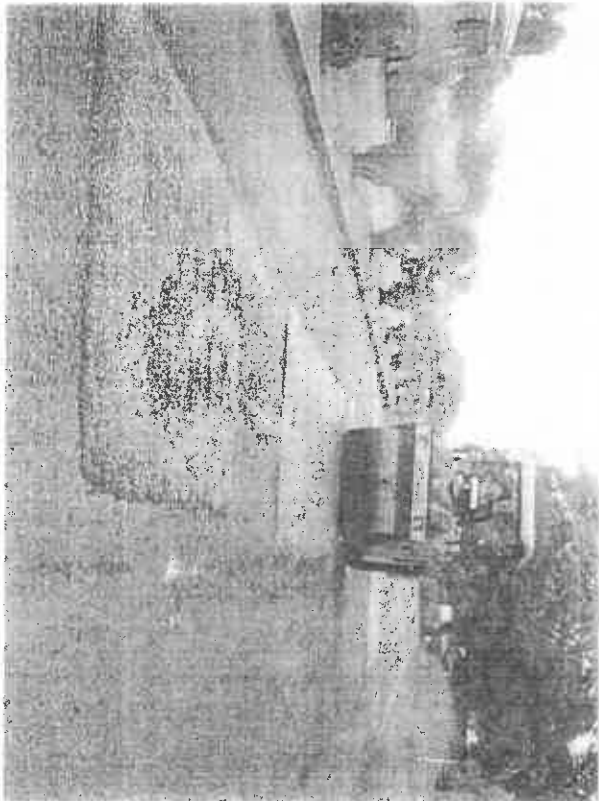
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Nand Lal Doshi
Area Of Mumbai
Regn. No. 2548
Exp. Dt. 27-1-1954
GOVT. OF INDIA



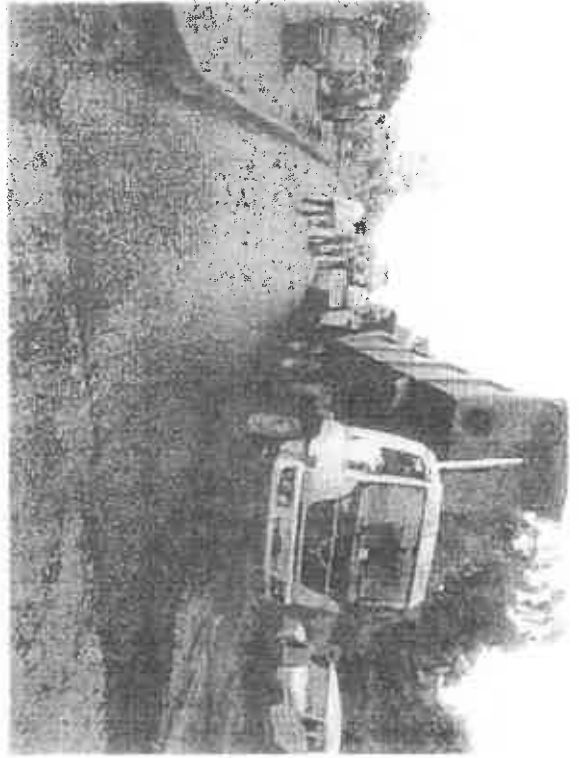
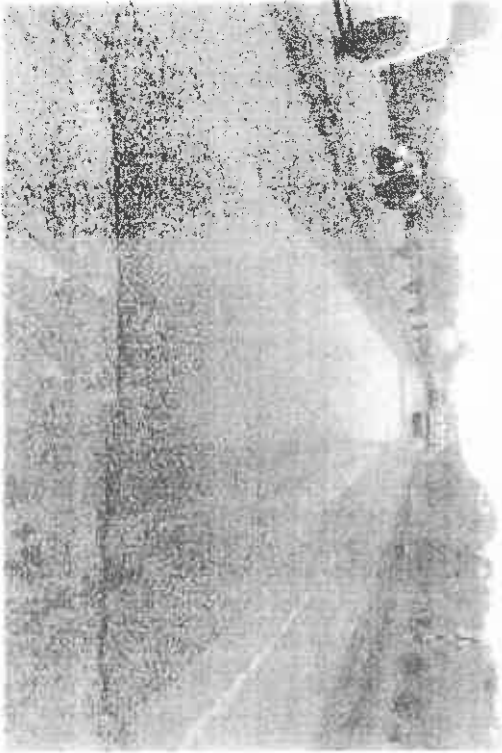
SECRETARY
NATIONAL POLICE
ACADEMY
POOCHANA
CHENNAI - 600 024
GOVT. OF INDIA

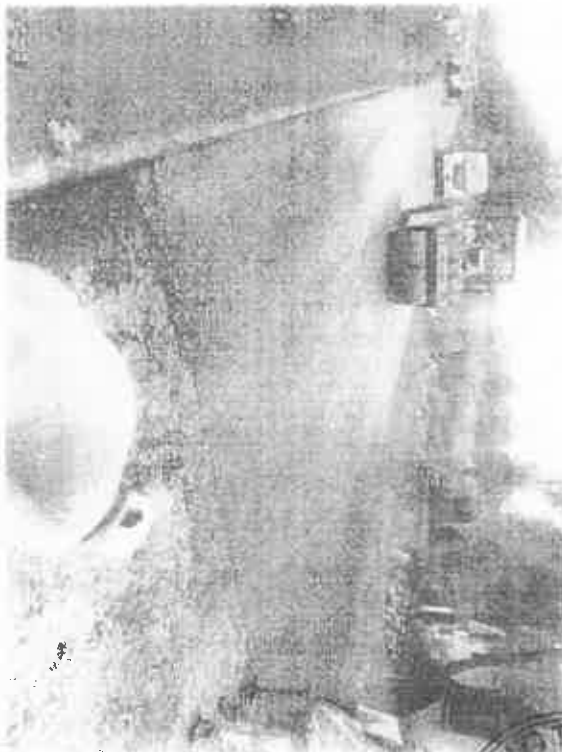


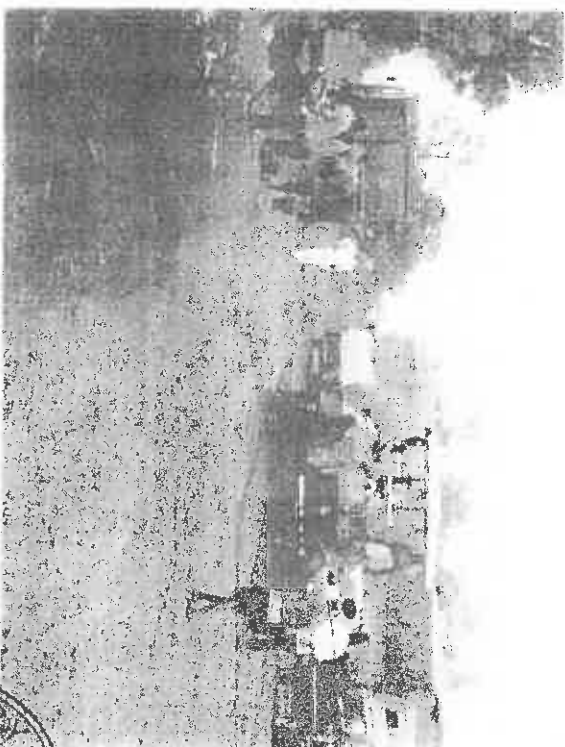
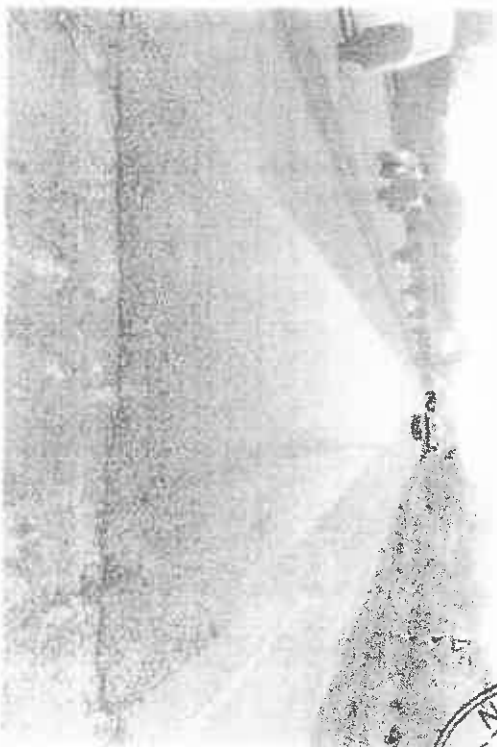
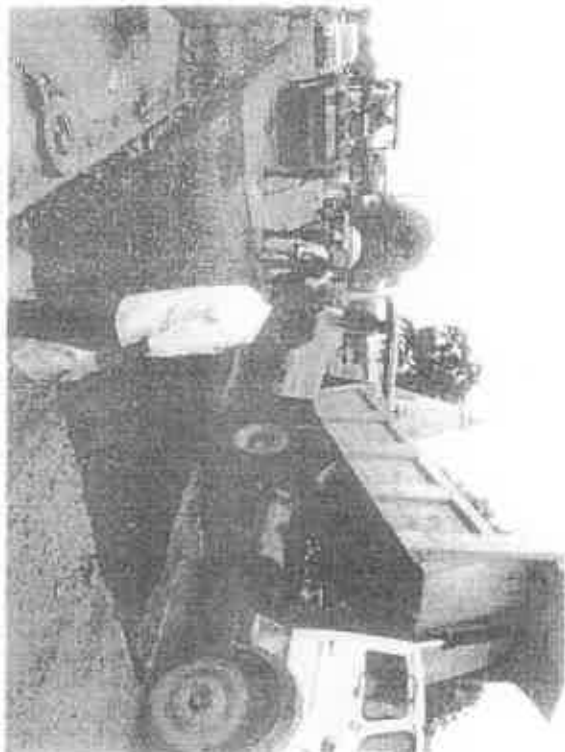
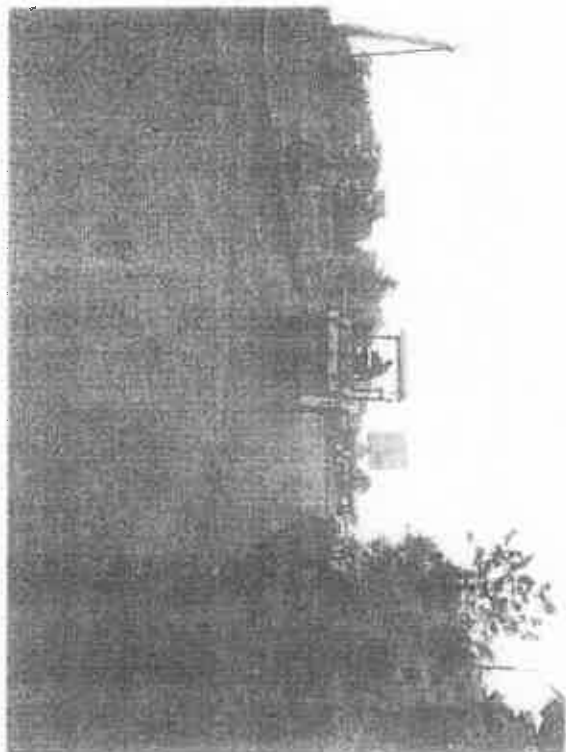
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Area Of Jurisdiction
Regd. No. 1018
Exp. On 28-9-2024
GOVT. OF INDIA



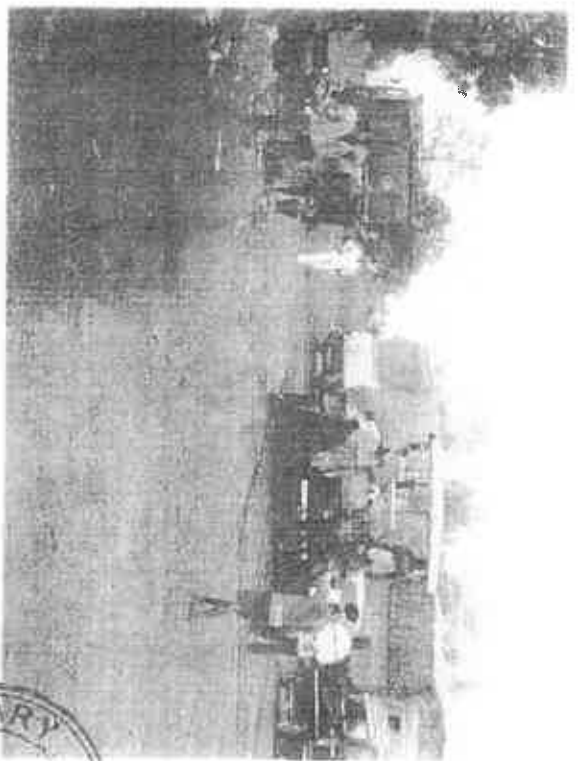
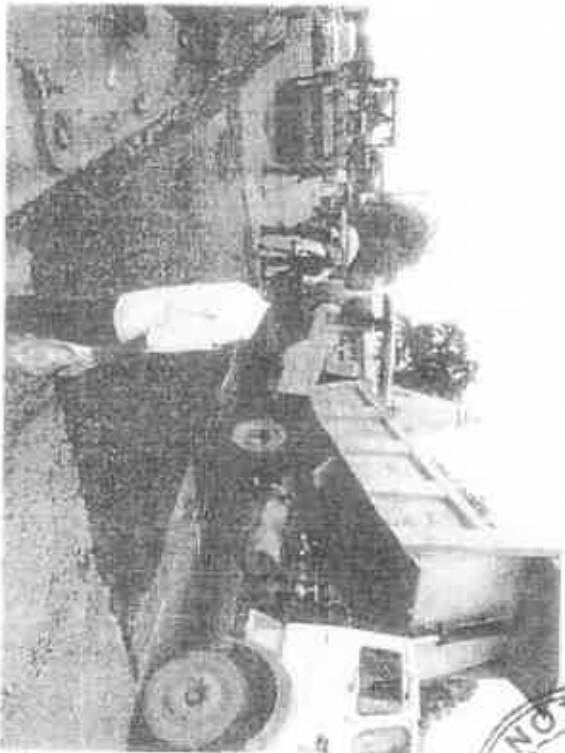
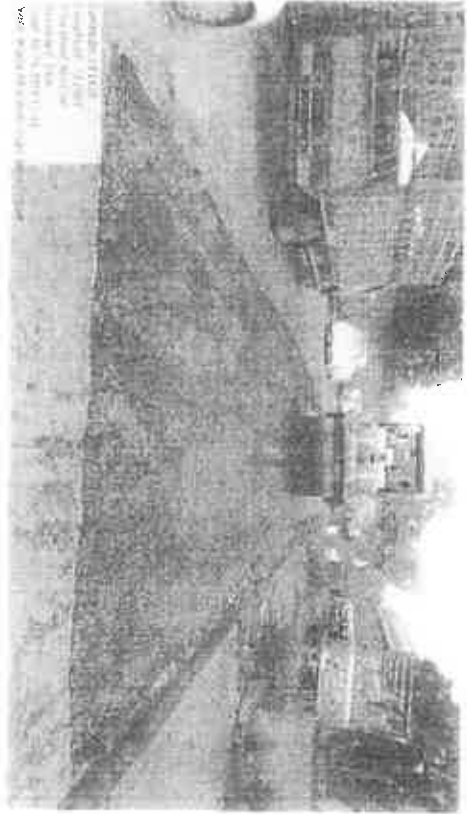
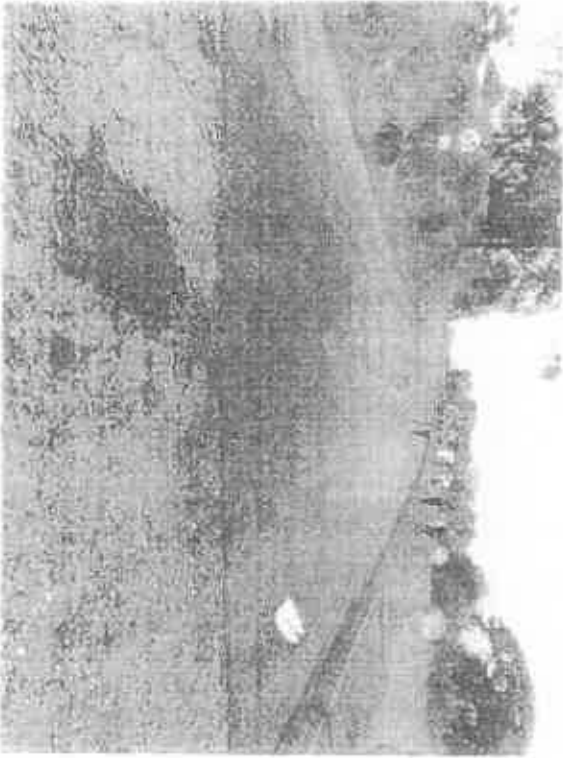
NOTED
Name and Design
of the Officer
Reg. No. 126
Exo. Dt. 27/10/54
GOVT. OF INDIA





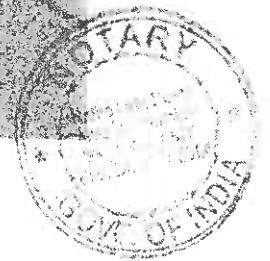
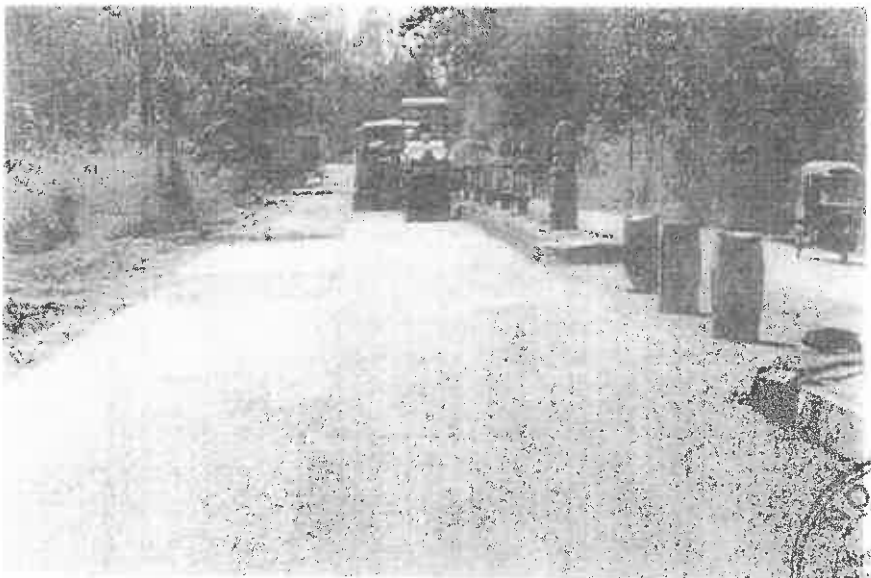


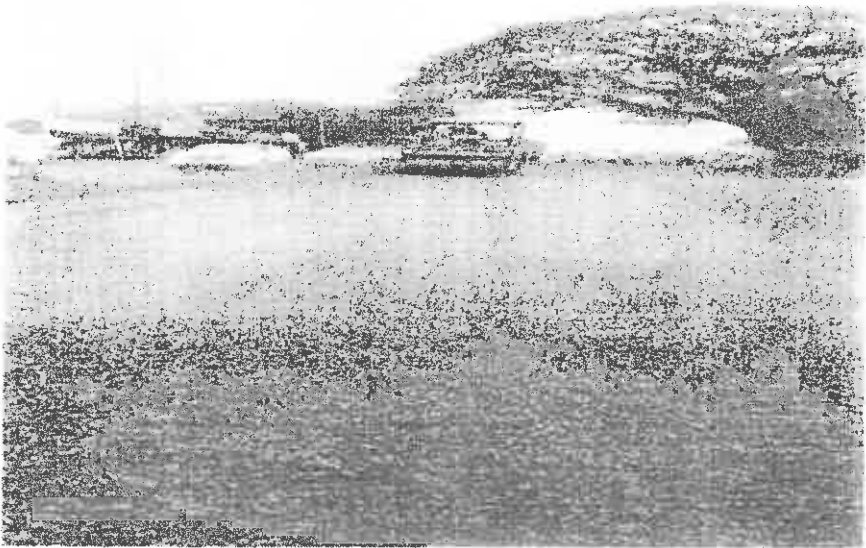
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Area: Sr. Mumbai
Reg. No. 2524
Exp. On 21/07/2022
GOVT. OF INDIA

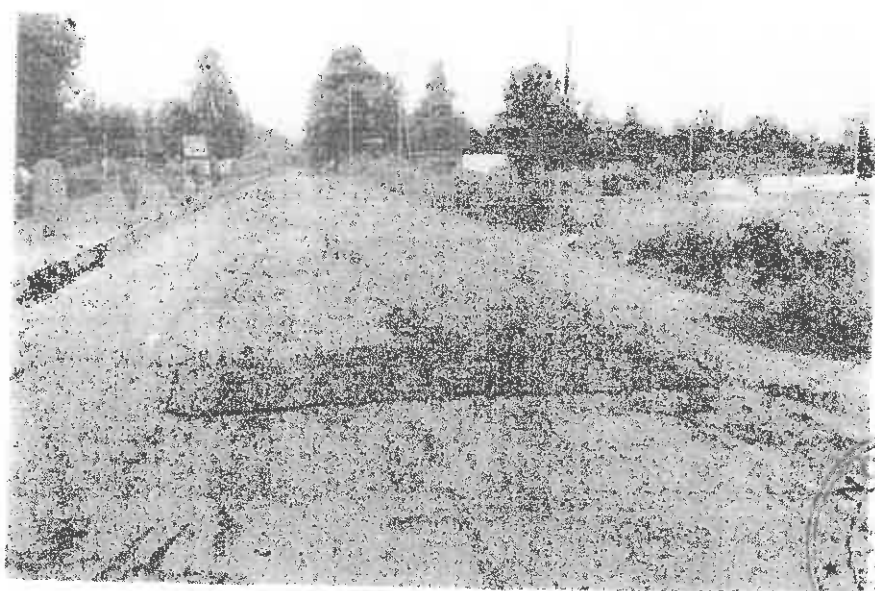
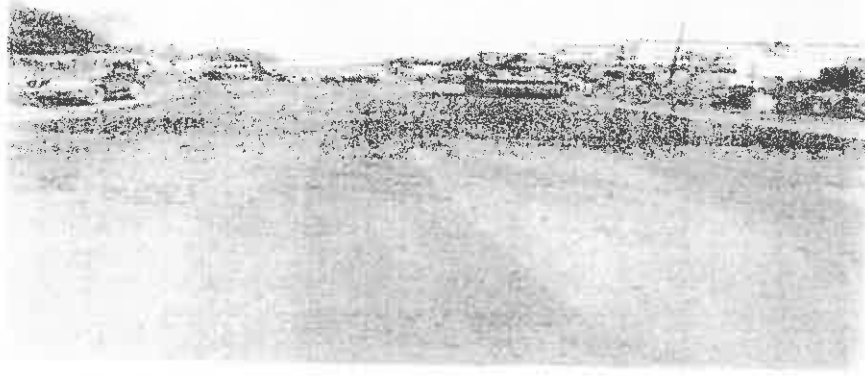


NAME OF WORK: One Year Routine Maintenance to D Manor to Wada Road SH-34 Km 29/550 to 53/800, D Wada to Bhivandi Road SH 35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghat.

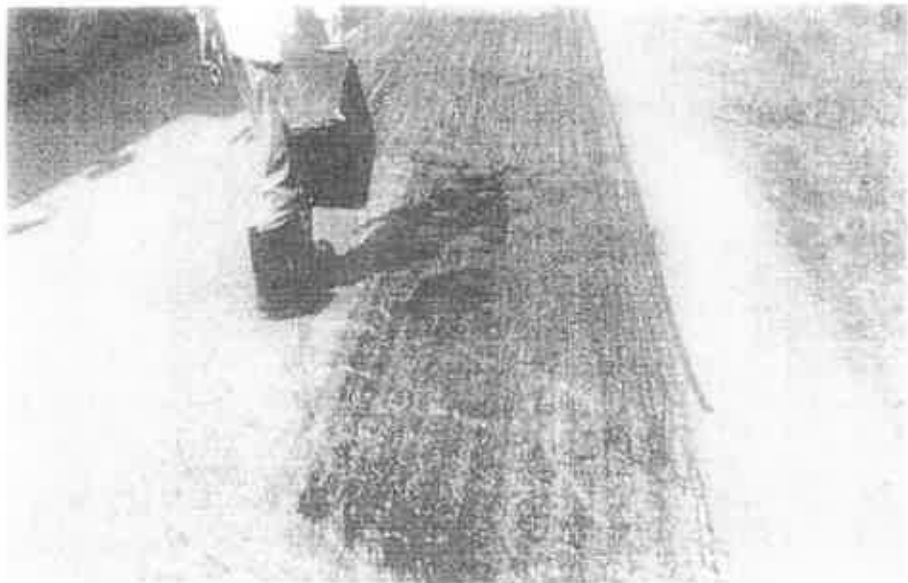






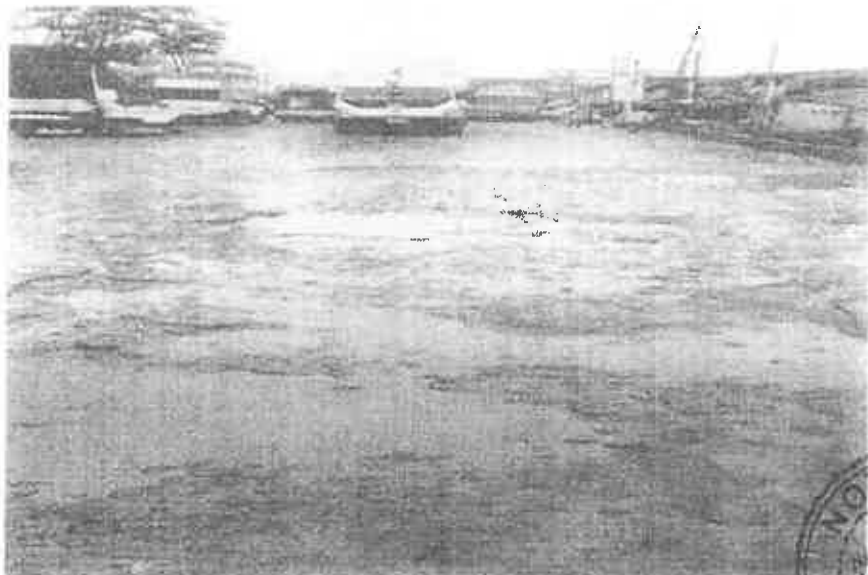


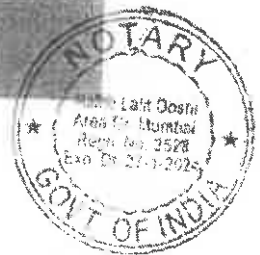
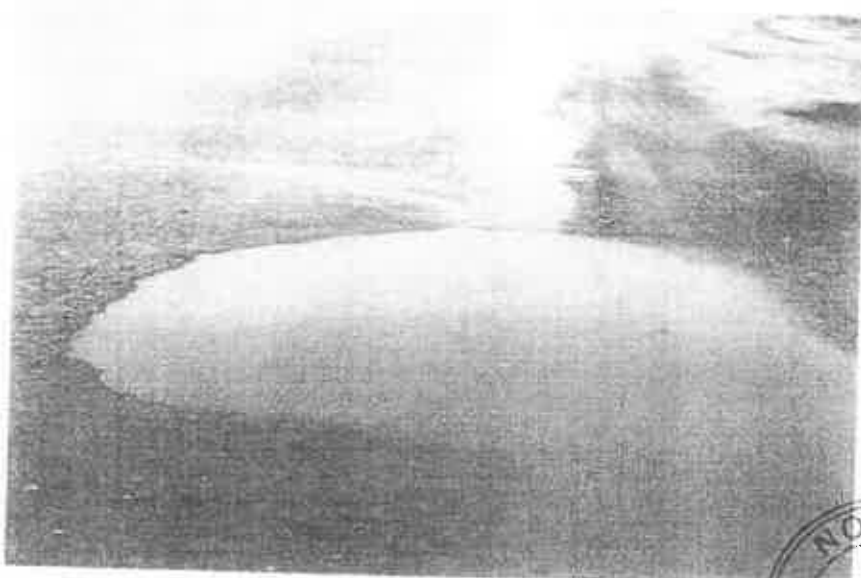
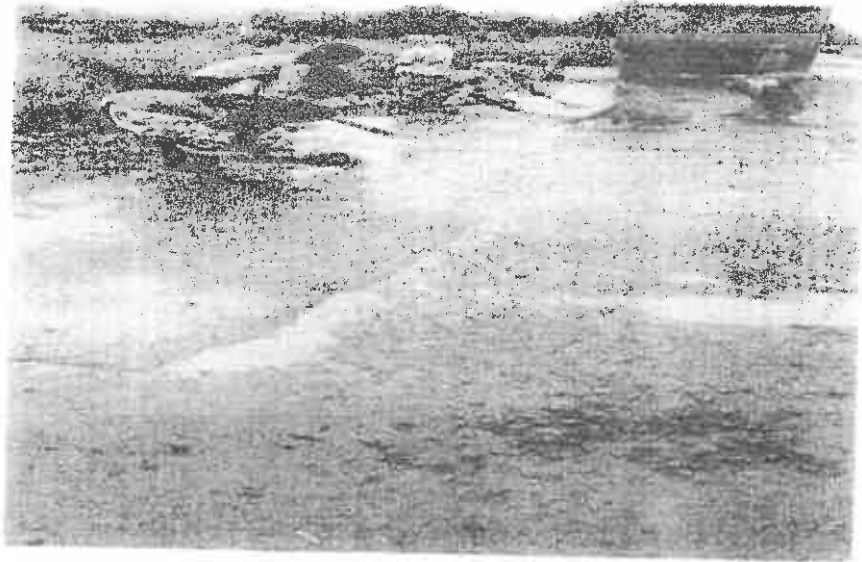






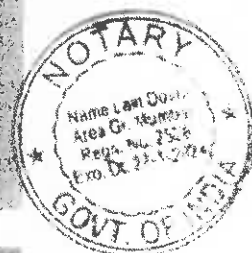
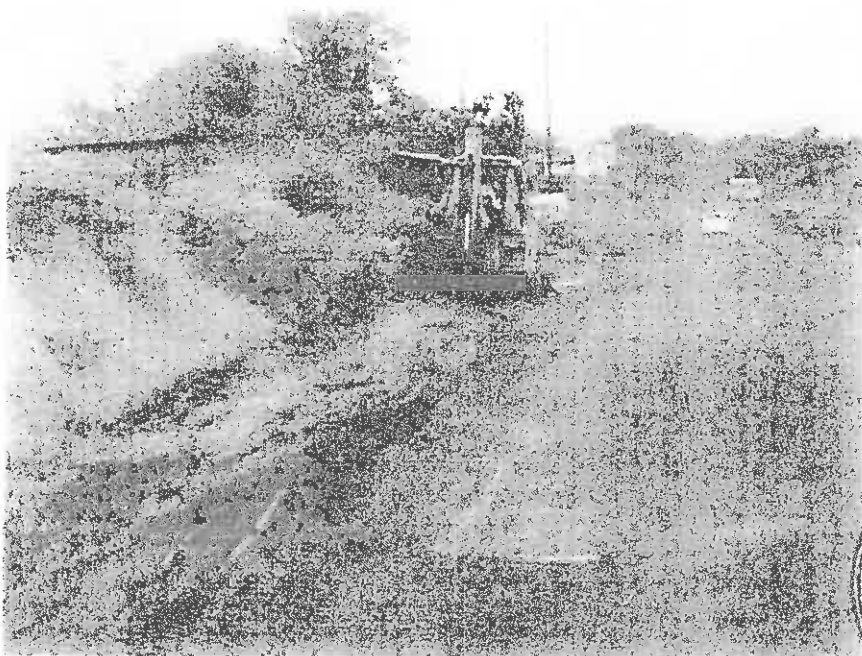
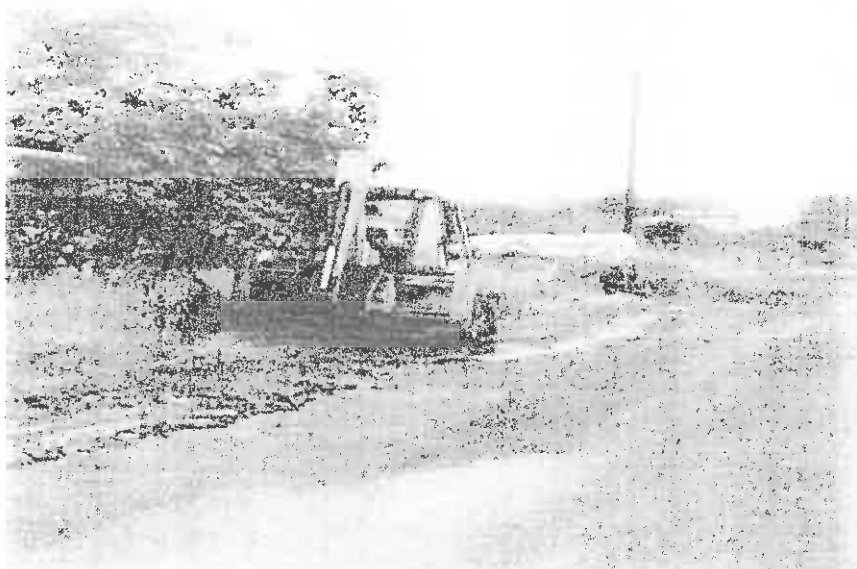
NAMES OF WORKS: One Year Routine Maintenance to 1) Minor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhlvandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist Paigbar

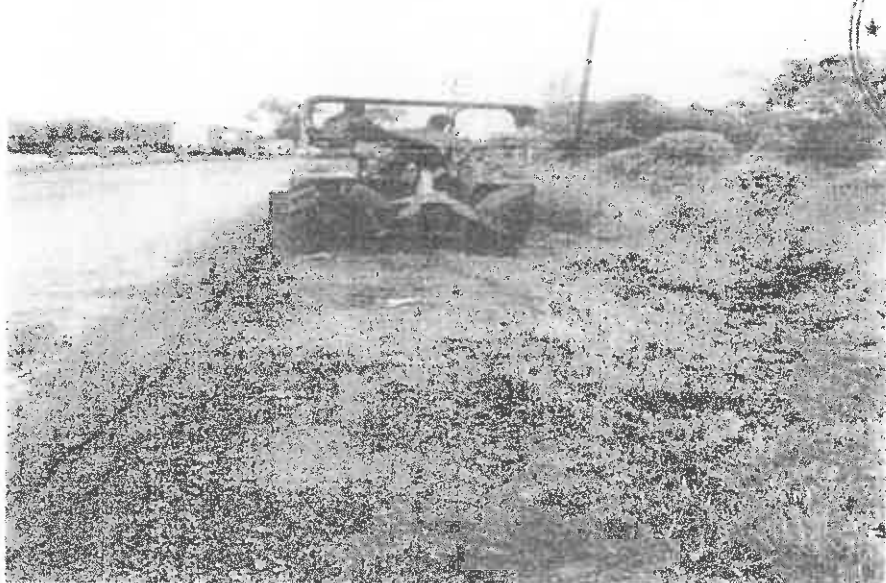
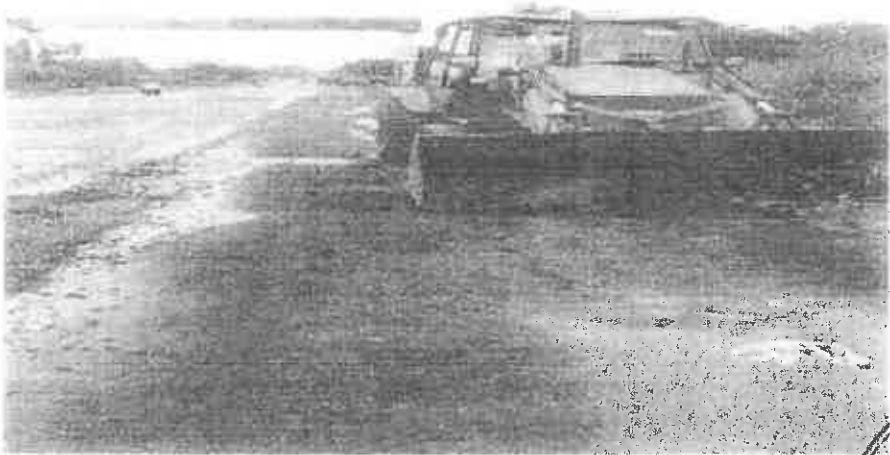




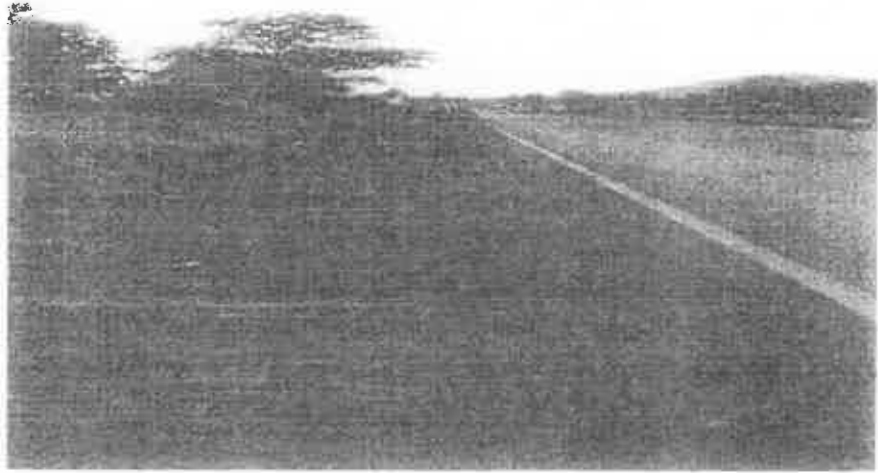


NAME OF WORK: One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 5/7800, 2) Wada to Bhivandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar





NOTARY
Nand Lal Doshi
Area Gt. Mumbai
Reg. No. 2074
1954
GOVT OF INDIA



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147

BOT P. (5)

Mode: Pay with A.D./By email & Pay by Cheque Rs.
(Rupees)

GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
Public Works Division, Jawhar

E-mail:- jawhar.ee@mahapwd.com
Outward No. :- PWD/JWR/TC/5817

Tel. No. 0252622236
Date : 31-10-2019

WORK ORDER



To,
M/s. Mayur Construction & Developers,
Prop- M/s. Mayur Construction & Developers,
At-House No.340, Sitabal Nagar, Gorsal Village, Post-Vadape, Tal-Bhiwandi, Dist-Palghar.
E-mail : mayurconstruction86@gmail.com

Subject :- One Year Routine Maintenance to 1) Manor to Wada Road SH-34 Km 29/550 to 53/800, 2) Wada to Bhlvandi Road SH-35 Km 49/000 to 89/070, Tal.Wada, Dist. Palghar.

Reference :-
1) Tender Notice No 23/01 For 2019-20 and etender No 2019_PWR_497906_1
2) Your Tender Opened on Date 17-10-2019
3) This office Letter No. 5816 dated 31-10-2019
4) Thane(P.W.) Circle, Thane letter No. 6642 dated 31-10-2019
5) Your Office letter No Nil dated 31-10-2019

This office has received remittance of the initial Security Deposit Rs 660,000.00/- (Rs Six Lakh Sixty Thousand) in the form of BGR No. CGT0018190037192 Dt. 24-10-2019 of Indusind Bank LTD, Bhiwandi Branch for Rs 660,000.00/- (Valid for period From 24-10-2019 to 23-10-2020) and Performance Security Deposit of Rs 1,980,000.00/- (Rs Nineteen Lakh Eighty Thousand Only) in the form of BGR No. CGT0018190037201 Dt. 24-10-2019 of Indusind Bank LTD, Bhiwandi Branch for Rs 1,980,000.00/- (Valid for period From 24-10-2019 to 23-04-2020) for total Rs 2,640,000.00/- of your tender / negotiated offer for the above work at 15% Below the estimated cost of Rs 32,997,800.00/- (Rs Three Crore Twenty Nine Lakh Ninty Seven Thousand Eight Hundred only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 15% Below the contract cost of Rs 28,048,130.00/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
 - 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
 - 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- Your tender for the work, as accepted above, shall herein after be refered as the contract Agreement No B1/CE/935 For 2019-20.
You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 12 calendar Months including monsoon. The DLP period is 24 calendar Months.
Kindly acknowledge the receipt of the same.



PAN No : AAPFM2747K
201910311839244GEHT30G5I

Executive Engineer
Public Works Division, Jawhar

This is sytem generated work order, hence doesn't required signature from the authorised officer.

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Konkan for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

प्रमाण - AAPFM 2747K
- 27AAPFM2747K1ZQ

G.A.P.P Thane-T/122-5000-A-24-3-87
G.R.P.W.D.No.FMS 1051 of 16-7-51
G.M.G. & C.D. FMS 106766337 M.Dt.10-05-88

Outer P.W.410A e.

DIVISION: Executive engineer,
Thane (P.W.) Division No.1,
Thane.

M.B.No. 0051301 ASP

SUB-DIVISION :- P.W. SUB-DIVISION, BHIWANDI.

(FORM 47 P.W. 410)

Running Account Bill

[Referred to in Paragraph 10.2.11 of M.P.W.A. Code]

RISK & COST

Transaction of road side materials entered the statement of receipts issues and balance road metal.

Cash Book Voucher No.

HO 54
1/2020

For

2019-20

Asstt. Engr (Gr.),
Bhiwandi (P.W.) Sub Dn.
Bhiwandi

Name of Contractor or Supplier :- M/S. Mayur Construction & Developers

Name of Work :- One year Routine Maintenance to Menor Wada Road S.H.34
Km.29/550 to 53/800 2) Wada to Bhiwandi Road S.H.35
Km.49/000 to 89/070 in Taluka Wada Dist Palghar.

Serial No. of this Bill :- 1st R.A. Bill

No. and date of previous bill for this work :- Nil

Reference to Agreement :- B-2/CE/935 for 2019-20

Clerk Accountant

Accepted by The Executive Engineer, (P.W.) Division No.1, Thane

Date of written order to commence work :- pwr/thane/1/tender/5817
Dt.31/10/2019.

Date of Completion as stipulated in the contract :- () Month
upto

Extensions granted upto :- N.A.

(For Use in Divisional Office)

Date of actual completion of work :-

Contractors Ledger Folio No. :-

(For use in Accountant-General's Office)

Checked

Accounts Clerks

Audited

Reviewed

Divisional Accountant

Auditor

Superintendent Gazatted Officer



149

Advance payments for work done not yet measured			Quantity executed upto date as per measurement book	Item of work (Grouped under sub heads or sub work of estimate)	Rate	Unit	Payment on the basis of actual measurement		Remarks (with reasons for delay in adjustment of payments shown in column (1))	
Total as per previous bill	Since previous bill	Total upto date					Upto date	Since Previous bill		
1	2	3	4	5	6	7	8	9	10	11
			64363.33 ✓	ITEM NO.(1):- Providing and applying tack coat on the prepared surface heating by fumes in Boiler and spraying bitumen with sprayer on Dry / Hungry B. T. surface 3 kg/10 sqm. (VG-30 bulk bitumen rates are considered to arrive at rates).	14.88 ✓	Sqmt ✓	938417.35 ✓	938417.35 ✓		
			23653.71 ✓	ITEM NO.(2):- Providing and constructing 50 mm. thick Modified Penetration Macadam (MPM) road surface including all materials, preparing the existing road surface, spreading 40mm. stone metal layers 30% crusher broken metal + 70% Hand broken (by breaking rubble obtained by blasting) heating and spraying the bitumen of specified grade @ 1.75 kg/sqm, spreading 12mm. size chips, compacting with static roller having weight 8 to 10 MT. to achieve the desired degree of compaction as per Technical Specification Clause 506 etc. complete. Including picking of existing WBM surface. (VG-30 bulk bitumen rates are considered to arrive at rates)	P.R.204.30 215.06 ✓	Sqmt ✓	4832452.95 ✓	4832452.95 ✓		



11/08/17

8/11/17

11/11/17

150

1	2	3	4	6	7	8	9	10
			3033.26	ITEM NO.(3):- Providing and laying dense bituminous macadam using crushed aggregate of grading 1, premixed with bituminous binder Bitumen of specified grade, @ 4.50 % by weight of total mix and filler, transported at site with VTS, laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired density for 76/100 mm compacted thickness with drum mix type hot-mix plant with SCADA having complying essential features of Hot mix plant as per IRC-27-2009 specified conditions and attachments such as electronic load sensor based belt conveyers, automatic synchronization of bitumen and aggregate feeder, built in dust controller system and PLC for Drum Mix plant, Sensor paver, and Vibratory roller excluding prime/Tack coat etc. complete --Bitumen VG-30 grade with stone dust filler (VG-30 bulk bitumen rates are considered to arrive at rates)	P.R.7015.70 7384.96	Cumt	21280442.18	2120442.18
			320.77	ITEM NO.(4):- Providing and laying bituminous concrete using crushed aggregates of grading 1, premixed with bituminous binder @ 5.20 per cent by weight of total mix and filler, transported to site with VTS, laid over a previously prepared surface, finished to the required grade, level, alignment, and rolling to achieve the desired compaction for 60 mm compacted thickness with specified grade of Bitumen, Excluding prime / tack coat. For Bitumen of specified grade -- USING Batch mix type hot mix plant with SCADA, Sensor Paver, Vibratory roller with Stone Dust filler. (VG-30 bulk bitumen rates are considered to arrive at rates)	P.R.8039.30 8462.43	Cumt	2578766.26	2578766.26
							29630078.75	29630078.75
							4444544.84	4444544.81
							25165566.94	25165566.94
							141.34	141.34
							25227958.02	25227958.02
							25227958.00	25227958.00



2119.20

1352.36

670.18

Deduct: 15% Below
Total Amount of Part A
141.34
Total Amount of (Part A + B)
SAV Rs.

work portions - 25304920 = 00 ✓
Add 12% GST :- 3036590 = 00 ✓
GROSS AMOUNT - 28341510 = 00 ✓
below 15% -
297 70494.32 ✓
4465544.15 ✓
25304920 = 00 ✓

UOSR - 253049201 -

GST - 30365906 -

PART IV - MEMORANDUM OF PAYMENTS

2,83,41,510/-

Figures for work abstract		Rs.		P
Rs.	P.	Rs.	P.	
Total value work actually measured as per para 1, column 8, Entry (A)				
Total up-to-date advance payment for work not yet measured as per part I, column 3, Entry(B)				
Total up-to-date secured advances on security of materials as per part II, column 8, Entry (C)				
Total [Item 1 + 2 + 3]				
Deduct - amounts withheld				
(a) From previous bill as per last running account bill (b) From this bill		1,68,41,510/- Rs. P. Nil - 5 Nil -		
6. Balance i.e. up-to-date payments				
7. Total amount of payments already made as per entry (K) of last running account Bill No. of forwarded with account for		2,83,41,510/-		
8. Payments now to be made as detailed below		1,15,00,000/-		
(a) By recovery of amount creditable to this work ..		1,15,00,000/-		
Total 5(b) + 8(a) (G)		1,15,00,000/-		
(b) By recovery of amount creditable to other work or heads of accounts				
(c) By cheque		1,15,00,000/-		
Total 8(b) + (c) (H)		1,15,00,000/-		
Pay Rs. ()		7,40,000/-		
		1,07,60,000/-		
		2,67,59,485/-		

DEDUCTION

- 1) Security Deposit Rs. 1,65,000/-
- 2) Income Tax Rs. 56,230/-
- 3) Surchargo Rs.
- 4) Education Cess Rs. 2,83,41,51/-
- 5) VATSAST Rs. 2,83,41,51/-
- 6) Insurance Rs.
- 7) Upakar Rs. 2,83,41,51/-
- 8) Part (V) Remark Rs.
- 9) Royalty Charges Rs.
- 10) Other Charges Rs.

Here specify the net amount payable (Item 8(c)) Dated initials of the disbursing office

Received Rs. 2,83,41,510/- & Pay by Cheque Rs. 2,67,59,485/-

Memorandum on account of this work (Rupees 700 crore six seven lakh four thousand only)

Dated 14/11/2020 Witness Executive Engineer Jawhar (P.W.) Division, Jawhar, Dist. Palghar.

Paid by me, vide Cheque No. Dated

Dated initials of the person actually making the payment

PART V - REMARKS

This space is required for the disbursing officer or the divisional officer may wish to record in respect of the execution of the work check of measurements of the state of contractors accounts



Passed for Rs. 1,15,00,000/- & Pay by Cheque Rs. 1,07,60,000/- (Rupees one crore seven lakh six thousand only)

CMA 14/11/2020

Executive Engineer Jawhar (P.W.) Division, Jawhar, Dist. Palghar.

देयक



3421492811461910059

DEPARTMENTAL CMP

देयक प्रविधिकारपत्र सन २०१९ २०२०

दिनांक २३/०१/२०२० पर्यंत वैध



प्रविधिकारपत्र क्रमांक	3421492811461910059	दिनांक	14/01/2020			
व्यवहार नोंद क्रमांक	439	प्रमाणक क्रमांक	54			
विल्ला क्रमांक		देयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
दैन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	11500000	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	740000	हे देयक धरून झालेला खर्च	30803093			
देयकाची निव्वळ रक्कम	10760000	शिल्लक अनुदान	27828907			
पाप्तकर्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक इ. शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
MAYUR CONSTRUCTION AND DEVELOPERS	xxxxxx747K	xxxxxxx0270	INDUSIND BANK LTD,BHIWANDI	xxxxxxxx4671	10760000	0
एकूण					10760000	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपुर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						

सही

आहरण व संवितरण अधिकारी

Public Works Department

<https://online.mpt.maharashtra.gov.in/work-order-print.php?slp>



By Regd Post with A.D./By email



**GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
Public Works Division, Jawhar**

E-mail:- jawhar.ee@mahapwd.com
Outward No. :- PWD/JWA/TC/1672

Tel. No. 0252622236
Date : 10-07-2020

WORK ORDER

To,
M/s. Jai Bharat Constructions,
Prop- M/s. Jai Bharat Constructions,
B 10/20 Woodland Complex Furniture Bazar Ulhasnagar, Dist. Thane-421003
E-mail : jbcithane@yahoo.com

Subject :-	Repairs to Wada Bhiwandi Road SH-35 Km 49/000 to 50/000, Tal.Wada, Dist. Palghar (Potholes filling before monsoon)
Reference :-	1) Tender Notice No 03/01 For 2020-21 and tender No 2020_PWA_573832_1 2) Your Tender Opened on Date 12-08-2020 3) This office Letter No. 1668 dated 09-07-2020 4) Thane(P.W.) Circle, Thane letter No. 1899 dated 08-07-2020 5) Your Office letter No Nil dated 10-07-2020

This office has received remittance of the Initial Security Deposit Rs 200,000.00/- (Rs Two Lakh Ninety Thousand) in the form of FDR No. 0159887 DL 27-06-2020 of The Kalyan Janata Sahakari Bank Ltd. Ulhasnagar-2 Branch for Rs 200,000.00/- (Valid for period From 27-06-2020 to 27-06-2021) and Performance Security Deposit of Rs 8,102,000.00/- (Rs Eighty One Lakh Two Thousand Only) in the form of FDR No. 14788208 DL 18-06-2020 of ICICI Bank Thane-Ulhasnagar Branch for Rs 8,102,000.00/- (Valid for period From 18-06-2020 to 18-06-2021) for total Rs 8,302,000.00/- of your tender / negotiated offer for the above work at 25% Below the estimated cost of Rs 28,932,102.00/- (Rs Two Crore Eighty Nine Lakh Thirty Two Thousand One Hundred Two only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 25% Below the contract cost of Rs 21,409,755.40/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
 - 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
 - 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B1/CE/93 For 2020-21.
- You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W. Sub Division Wada, who is incharge of the work and see that the same should be completed within 30 calendar Days including monsoon. The DLP period is 12 calendar Months.
- Kindly acknowledge the receipt of the same.

	PAN No : AAMPC6999A 2020071013293302Q7APES8F	Executive Engineer Public Works Division, Jawhar
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This is system generated work order, hence doesn't require signature from the authorised officer.

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Konkan for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W. Sub Division Wada for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

Jal

Ex "J-1"

153



G.A.P.Thane-T/22-500-A-24-3-87
G.R.P.W.D.NO.FMS/1051 of 18-7-51
G.M.S.& C.D.FMS-1067/66337 M.DT-10-5-88

Dir/P.W.4103

DIVISION - JAWHAR (P.W.) DIVISION:JAWHAR
SUB-DIVISION - WADA (P.W.) SUB-DIVISION:WADA

FORM 47 (P.W.410)
RUNNING ACCOUNT BILL

[Referred to in Paragraph 10.2]
Of M.P.W.A.Code]

Cash Book Voucher NO
For 19

NAME OF CONTRACTOR OR SUPPLIER
M/S JI BHARAT CONSTRUCTIONS

NAME OF WORK- Repairs to Wada Bhiwandi Road SH.35(76) KM.49/00 to
89/00 Taluka-Wada District-Palghar

SERIAL NO. OF THIS BILL - 1ST RA BILL

NO. & DATE OF PREVIOUS BILL FOR THIS WORK -

REFERENCE OF AGREEMENT -
B-1/HO/98/ FOR 2020-2021

ACCEPTED BY - Executive Engineer
Public Works Division Jawhar

Date of Written Order to Commence Work -

Date of Completion Order to Commence Work -

Date of Completion as Stipulated in the Contract -

Extension of Grant Up To -

Date of Actual Completion of Work -

Contractor Ledgers Folio NO.

For Use in Accountant Generals Office

Audited Reviewed

Auditor Superintendent/Gazetted Officer

CERTIFICATE

- [1] Certified That Work has been Executed as Per Standard Specification.
- [2] Certified That Nothing dues from the Contractor on A/C of T & P Articles
- [3] Certified That No Remarks on V & O Control

Mm
Sub-Divisional Engineer
Wada (P.W.) Sub-Division
WADA

Transactions of Road Side Materials Entered In the Statement of Receipts Issue & Balance of Road Metal

CLERK ACCOUNTANT

(FOR USE IN DIVISIONAL OFFICE)

Checked

Accounts Clerk

Divisional Accountant

Advance payment for work done not yet measured.		Total-Up-to-Date	Quantity executed up-to-date as per measurement Book.	Item of work (Grouped under Sub Heads of Sub-Work of Estimates)	Rate	Unit	Payment on the basis of Actual Measurement.		Remarks (with reasons for delay in adjusting payments shown in column (10))
Total as per previous Bill	Since Previous Bill						Up to date	Since Previous Bill	
1	2	3	4	5	6	7	8	9	10
			22027.40	ITEM NO.(1):- Providing and applying tack coat on the prepared surface heading by frames in Boiler spraying bitumen with sprayer on dry hungry BT surface 3 kg/Sqmt VG-30 bulk bitumen	14.55	Sqmt	320498.67	320498.67	
			21351.34	ITEM NO.(2):- Providing and constructing 75 millimetre thick Modified Penetration Macadam (MPM) road surface including all materials preparing the existing road surface spreading 40 millimetre stone metal layers 30% crusher broken metal+70% hard broken by breaking rubble obtained by blasting heading and spraying the bitumen of VG-30 grade @ 1.75 kg/Sqm spreading 12mm size chips compacting with static roller having weight 8 to 10 MT to achieve the desired degree of compaction as per technical specification clause 506 etc complete including picking of existing WBM surface.	253.83	Sqmt	5419610.63	5419610.63	
			667.90	ITEM NO.(3):- Open Graded Premix surfacing Providing and laying OGC 20 mm thickness composed of 13.2mm to 5.6mm aggregates premixed with bituminous binder transported to site with VTS laid over a previously prepared surface finished to the required grade level alignment and rolling to achieve the desired compaction VG-30 bitumen including providing and laying seal coat sealing voids cross fall using type a seal coat but excluding primer tack coat for bitumen VG-30 bulk using drum mix type hot mix plant with SCADA paver and vibratory roller.	6480.90	Sqmt	4328593.11	4328593.11	



K
Ex "K"

157

By Regd. Post with A.D./By email

GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
P.W.Division No. 1, Thane

E-mail:- thane1.ea@mahtapwd.com

Tel. No. 02225369293

Outward No. :- Pwd/Thane1/Tender/3817

Date : 30-09-2020

WORK ORDER



To,

M/s. Mayur Construction & Developers,
Prop- Mrs. Sandeep Thakare,
At House NO 171, Gorsai Road Savande Village, Taluka Bhiwandi Dist Thane
E-mail : sandeepthakare34@gmail.com

Subject :- Routine Maintenance Work Wada To Bhiwandi Road State Highway No.35 Kilometre No.69/000 to 89/000 and Vadpe Nimbavali Bhinar Road (SH-84) between Km.50/300 to 54/400, in Taluka Bhiwandi, District Thane.

Reference :-

- 1) Tender Notice No 01(02) 2020-21 and tender No 2020_PWR_575722_2
- 2) Your Tender Opened on Date 21-07-2020
- 3) This office Letter No. 2472 dated 23-07-2020
- 4) Thane(P.W.) Circle, Thane letter No. 1962 dated 22-09-2020
- 5) Your Office letter No 000 dated 30-09-2020

This office has received remittance of the initial Security Deposit Rs 202,000.00/- (Rs Two Lakh Two Thousand) in the form of FDR No. 300763487194 Dt. 27-07-2020 of IndusInd Bank Ltd. (Branch Bhiwandi) for Rs 202,000.00/- (Valid for period From 27-07-2020 to 23-01-2021) and Performance Security Deposit of Rs 8,790,000.00/- (Rs Eighty Seven Lakh Ninety Thousand Only) in the form of FDR No. 300763500312 (27.07.2020), 300727495081 (25.02.2020) Dt. 25-02-2020 of IndusInd Bank Ltd. (Branch Bhiwandi) for Rs 8,790,000.00/- (Valid for period From 25-02-2020 to 25-02-2021) for total Rs 8,992,000.00/- of your tender / negotiated offer for the above work at 23% Below the estimated cost of Rs 39,951,545.00/- (Rs Three Crore Ninety Nine Lakh Fifty One Thousand Five Hundred Forty Five only) put to tender is hereby accepted on behalf of Governor of Maharashtra. (The accepted offer is 23% Below the contract cost of Rs 30,752,689.65/-).

- 1) Your attention is also invited to take out necessary Insurance Policy / Policies as decided by the Directorate of Insurance
 - 2) Your attention is also invited to take out necessary labour licenses from concerned district labour offices.
 - 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- Your tender for the work, as accepted above, shall herein after be referred as the contract Agreement No B1/EE/11 for 2020-21.

You are therefore requested to start the work immediately in consultation with the Sub Divisional Engineer, P.W.Sub Division, Bhiwandi, who is in charge of the work and see that the same should be completed within 12 calendar Months including monsoon. The DLP period is 12 calendar Months.
Kindly acknowledge the receipt of the same.



PAN No : AAPFM2747K
20200930162143UG3V910SMT
CRCNo.:30540819-53

Executive Engineer
P.W.Division No. 1, Thane

This is system generated work order, hence doesn't require signature from the authorised officer.

- 1) Copy submitted to the Accountant General, Maharashtra for information please.
- 2) Copy submitted to the Directorate of Insurance for information please.
- 3) Copy submitted to the Labour Commissioner / District Labour Officer for information please.
- 4) Copy submitted to the Superintending Engineer, Thane(P.W.) Circle, Thane for information please.
- 5) Copy submitted to Superintending Engineer, Vigilance and Quality Control, Konkan for information please.
- 6) Copy forwarded to the Sub Divisional Engineer, P.W.Sub Division, Bhiwandi for information and necessary action.
- 7) Copy to Auditor in Divisional Office for information and necessary action.

M

499056

2019

8

GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
P.W. Division No. 2, Thane

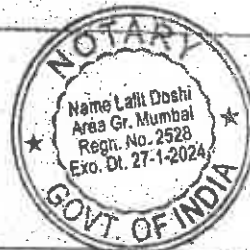
E-mail: thane2ee@mahapwd.com
Outward No. PWD2/THANE/TENDER/3307

Tel.No. 02225361393

Date: 29-11-2019

WORK ORDER

To,
M/s Technogem Consultants Pvt. Ltd.
Prop: Shri. Uthas S. Kalgutkar
Office No. 803, 8th Floor, B-Wing, Lodha Supermus II,
Road No. 22, Near New Passport office,
Wagle Estate, Thane (W)-400604.
E-mail: technogem@technogem.com



Subject	Consultancy Services for preparation of DPR for Renewal/Strengthening of 4 lanned road: Balance work of widening of 2 lane to 4 of Manor-Wada (SH-34) Km 29/550 to 53/800 & Wada Bhiwandi (SH-35) Km 49/000 to 89/070 & Construction of Bhiwandi Bypass etc.
Reference	1) Executive Engineer, P.W. Division, Jawhar office letter No.P.W./Dn.Jawhar/TENDER/5807, Dt.25/10/2019. 2) Government of Maharashtra Letter No. वाढस २०१९/प्र.क.१२/स्त-१ अ, दि. ११/११/२०१९. 3) Marathi Letter from the Chief Engineer, P.W. Region, Konkarn, Mumbai No. मुअ(को)/परिमंडळ/३६२९, दि. २०/११/२०१९. 4) Executive Engineer, P.W. Division, Jawhar letter No.P.W./Dn.Jawhar/TENDER/6158/2019, Dt. 26/11/2019.

The Acceptance proposal was submitted to Superintending Engineer, P.W. Circle Thane by above referred letter No.1. By above referred letter No.2, proposal was accepted by the PWD in Government of Maharashtra. By above referred letter No.3, the work was transferred to this division by Chief Engineer, P.W. Region, Konkarn, Mumbai. The Tender document for the work was received by this office by above referred No.4.

This office has received remittance of the Performance Security Rs.10,00,000.00/- (Rs Ten Lakh) in the form of BGR No.01161900128 Dt. 29/11/2019 of Corporation Bank, Thane for Rs.10,00,000.00/- (Valid for period from 29-11-2019 to 28-02-2021) i.e. 5% of contract price of Rs.1,99,00,000/- + GST in word Ruppes One crore Ninety Nine Lakh only) received to this office as per clause No.17.4 of RFP.

- 1) No pre-qualification payment clause has been provided in contract agreement.
- 2) It is requested to start the work as per the tender stipulations. The period of completion the work is 90 days from the date of work order.
- 3) You are also requested to furnish the programme of work along with bar chart within 15 days.
- 4) The tender for the work as accepted above, shall herein after be referred as the contract Agreement No. CONSULTANCY/RO/11 For 2019-2020.

You are directed to start the work immediately in consultation with the Assistant Engineer Grade-I, P.W. Sub-Division, Bhiwandi in charge of the work and see that the same should be completed within 03 calendar Months from the date of receipt of the work order.

Executive Engineer
P.W. Division No.2, Thane

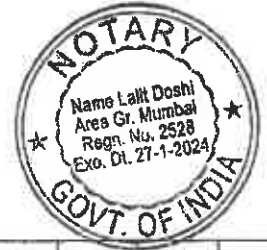
- 1) P.W. Sub-Division, Bhiwandi, Thane for information please.
- 2) P.W. Sub-Division, Bhiwandi, Thane for information please.
- 3) P.W. Sub-Division, Bhiwandi, Thane for information please.
- 4) P.W. Sub-Division, Bhiwandi, Thane for information please.
- 5) P.W. Sub-Division, Bhiwandi, Thane for information and necessary action.

EX " M "

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Estimate - Manor Wada

Total length of road 24.270 Km
 Length of overlay portion (existing 4 lane) 15.675 Km
 Length of widening portion (Widening + overlay) (existing 2 lane) 8.595 Km



Sr. No.	Item Description	No.	Length (m)	Breadth (m)	Depth (m)	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Clearing & grubbing road width								
	For widening portion	2.0	8595.0	9.0		154710.0	Sqm	11.0	1701810.00
2	Excavation in soil for roadway	2.0	8595.0	7.0	1.0	120330.0	Cum	297.0	35738010.00
3	Conveying excavated material for embankment const.	1.0	120330.0	0.4		48132.0	Cum	165.0	7941780.00
4	Earthwork in Embankment	2.0	8595.0	7.0	0.30	36099.0			
	Earthwork in Subgrade	2.0	8595.0	7.0	0.50	60165.0			
	Shoulder	2.0	8595.0	area	0.42	7219.8			
	Median filling	1.0	8595.0	2.0	0.25	4297.5			
					Total	107781.3			
					less	-48132.0			
					Net	59649.3	Cum	907.0	54101915.10
5	P & L GSB	2.0	8595.0	7.0	0.260	31285.8	Cum	2255.0	70549479.00
6	L & L WMM	2.0	8595.0	4.25	0.250	18284.4	Cum	2265.0	41368809.38
7	P & A Prime coat	2.0	8595.0	4.25		73057.5	Sqm	21.0	1534207.50
8	P & A Tack coat over granular surface	2.0	8595.0	4.25		73057.5	Sqm	11.5	840161.25
9	P & A tack coat over bituminous surface								
	For widening portion for DBM	2.0	8595.0	3.00		51570.0			
	For widening portion for BC	2.0	8595.0	7.50		128925.0			
	For overlay portion for DBM	2.0	15675.0	7.50		235125.0			
	For overlay portion for BC	2.0	15675.0	7.50		235125.0			
					Total	650745.0	Sqm	11.5	7483587.50
10	P & L DBM								
	For widening portion	2.0	8595.0	7.50	0.130	16780.3			
	For overlay portion	2.0	15675.0	7.50	0.065	15283.1			
					Total	32043.4	Cum	7005.0	224463841.88
11	P & L BC								
	For widening portion	2.0	8595.0	7.50	0.040	5157.0			
	For overlay portion	2.0	15675.0	7.50	0.040	9405.0			
					Total	14562.0	Cum	7300.0	106302800.00
12	P & F Kerb for median								
	For widening portion	2.0	8595.0			17190.0	Rml	467.0	8027730.00
13	P & A Thermoplastic road marking paint								
	Edge Marking	4.0	24270.0	0.15		14562.0			
	Centerline marking	2.0	14562.0	0.10		2912.4			
					Total	17474.4	Sqm	666.0	11637950.40
								Total	571691862.01
									57.17 Cr.
	Add for balance work of approaches of major Bridges & structures								6.00 Cr.
								Total	63.17 Cr.

Estimate - Wada Bhiwandi

Total length of road	38.7 Km
Overlay portion (existing 4 lane)	26.7 Km
Reconstruction (existing 4 lane portion)	8.0 Km
Reconstruction (existing 2 lane portion)	4.0 Km



Sr. No.	Item Description	No.	Length (m)	Breadth (m)	Depth (m)	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Clearing & grubbing road width								
	For reconstruction portion existing 2 L road	2.0	4000.0	9.0		72000.0	Sqm	11.0	792000.00
2	Dismantling of existing Bituminous pavement								
	For reconstruction portion existing 2 L road	1.0	4000.0	8.0	0.2	6400.0			
	For reconstruction portion existing 4 L road	1.0	8000.0	15.0	0.2	24000.0			
					Total	30400.0	Cum	375.0	11400000.00
2	Excavation in soil for roadway								
	For reconstruction portion existing 2 L road	1.0	4000.0	12.0	1.2	57600.0			
	For reconstruction portion existing 4 L road	1.0	8000.0	20.0	1.2	192000.0			
					Total	249600.0	Cum	287.0	74131200.00
3	Conveying excavated material for embankment const.	1.0	249600.0	0.4		99840.0	Cum	165.0	16473600.00
4	Earthwork In Embankment	1.0	12000.0	24.0	0.30	86400.0			
	Earthwork in Subgrade	1.0	12000.0	23.0	0.50	138000.0			
	Shoulder	2.0	12000.0	area	0.42	10080.0			
	Median filling	1.0	12000.0	2.0	0.25	6000.0			
					Total	240480.0			
					less	-99840.0			
					Net	140640.0	Cum	907.0	127560480.00
5	P & L GSB	1.0	12000.0	23.0	0.280	71760.0	Cum	2255.0	161818800.00
6	L & L WMM	1.0	12000.0	15.5	0.250	46500.0	Cum	2265.0	105322500.00
7	P & A Prime coat	1.0	12000.0	15.5		186000.0	Sqm	21.0	3906000.00
8	P & A Tack coat over granular surface	1.0	12000.0	15.5		186000.0	Sqm	11.5	2139000.00
9	P & A tack coat over bituminous surface	1.0	12000.0	15.0		180000.0	Sqm	11.5	2070000.00
10	P & L DBM								
	For reconstruction portion	1.0	12000.0	15.0	0.130	23400.0			
	For overlay portion	1.0	26700.0	15.0	0.065	26032.5			
					Total	49432.5	Cum	7005.0	345274662.50
11	P & L BC								
	For reconstruction portion	1.0	12000.0	15.0	0.040	7200.0			
	For overlay portion	1.0	26700.0	15.0	0.040	16020.0			
					Total	23220.0	Cum	7300.0	169508000.00
12	P & F Kerb for median								
	For reconstruction portion	2.0	12000.0			24000.0	Rmt	467.0	11208000.00
13	P & A Thermoplastic road marking paint								
	Edge Marking	4.0	38700.0	0.15		23220.0			
	Centerline marking	2.0	23220.0	0.10		4644.0			
					Total	27864.0	Sqm	666.0	18557424.00
								Total	1051159668.50
								Total	105.12 Cr.



RECAPITULATION SHEET

Sr. No.	Description	Bhiwandi Bypass	Amount in Crore	% Weightage w.r.t Total Civil Cost
		Length (Km) 7.700		
I	Civil Construction Cost of Work			
1	Site Clearance and Dismantling	1,23,94,664	1.24	1.00
2	Earthwork	14,01,10,508	14.01	11.35
3	Granular Base Course and Sub base	6,23,60,809	6.24	5.05
4	Pavement	42,45,09,658	42.45	34.38
5	Drainage and Protective Works	37,72,64,989	37.73	30.56
6	Road Furniture	1,46,12,290	1.46	1.18
7	Culverts (Pipe/ Box/ Slab Culverts)			
	7A) Pipe / Box Culvert	23812608	2.38	1.93
	7B) Slab Culvert	57803754	5.78	4.68
8	Structure (MNB / MJB / Flyover)			
	8A) Minor Bridge	24358305	2.44	1.97
	8B) Major Bridge (Incomplete)	35678739	3.57	2.89
	8C) Major Bridge (R & R)	0	0.00	0.00
	8D) Flyover	0	0.00	0.00
9	Repairs & Rehabilitation	0	0.00	0.00
10	Miscellaneous	3,14,10,308	3.14	2.54
11	Royalty	2,62,39,587	2.62	2.13
12	Quality Control Testing	40,47,300	0.40	0.33
A	Total Civil Construction Cost of Work = Rs.	1,23,46,03,520	123.46	100.00
	Add GST@12% (A x 0.12)	14,81,52,422	14.82	
B	Total Civil Construction Cost including GST (Rs.)	1,38,27,55,942	138.28	
C	Maintenance during construction (1.5% of civil works i.e. 0.015 x B) (Rs.)	2,07,41,339	2.07	
D	Total cost of work including cost of maintenance work (B + C) (Rs.)	1,40,34,97,282	140.35	
E	Contingency 3.0% on D	4,21,04,918	4.21	
F	Total EPC Cost (D + E)	1,44,56,02,200	144.56	
G	Authority's Engineer Charges / Pre- operative Expenses (1.5% of EPC cost)	2,16,84,033	2.17	
H	Financing Charges (2% of Debt)	0	0.00	
I	Escalation during Construction (5% per year of EPC Cost)	15,43,84,701	15.44	
J	Interest during Construction (IDC)	0	0.00	
K	Total project cost (TPC) (F+G+H+I+J)	1,62,16,70,934	162.17	

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Sr. No.	Description	Bhiwandi Bypass	Total	% Weightage w.r.t Total Civil Cost
		Length (Km)	Amount	
		7.700	in Crore	
L	Utility Shifting @ Rs. 500000/- per Km	38,50,000	0.39	
M	Land Acquisition	25,00,00,000	25.00	
N	Tree Cutting	3,85,000	0.04	
O	Earlier outstanding amount			
P	Overall Project Cost (OPC) (K+L+M+N+O)	1,87,59,05,934	187.59	



Ex "N"

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M-1

देयक



3421422811461910547

DEPARTMENTAL CMP

वेयक प्राधिकारपत्र सन २०१९ २०२०

दिनांक २३/०१/२०२० पर्यंत वैध

प्राधिकारपत्र क्रमांक	3421422811461910547	दिनांक	14/01/2020			
व्यवहार नोंद क्रमांक	437	प्रमाणक क्रमांक	52			
विल्ला क्रमांक		वेयक क्रमांक				
आहरण व संवितरण अधिकारी संकेतांक	1605003421	पदनाम	EX.ENGR SUB.DN ENGR P.W.D.SUB DN JAWAHAR			
पॅन क्रमांक	PNEE01899C					
कोषागार / उपकोषागार संकेतांक व नाव	1605 - JAWHAR					
योजना संकेतांक	30540819 / 80/190/(00)(03) GOVT. SHARE IN THE ROAD, BRIDG DUE TO PRIVAT ON BUILD, OPERAT AND TRANFER BASIS					
तपशीलवार शीर्ष	53 / MAJOR WORKS					
देयक प्रकार						
देयकाची स्थूल रक्कम	4696400	एकूण वार्षिक अनुदान	58632000			
वजातीची रक्कम	238800	हे देयक धरून झालेला खर्च	7277117			
देयकाची निव्वळ रक्कम	4457600	शिल्लक अनुदान	51354883			
प्राप्तकर्त्याचा तपशील						
नाव	पॅन क्रमांक	IFSC	बँक व शाखा	खाते क्रमांक	रक्कम	चेक क्रमांक
TECHNOGE M CONSULTAN TS PVT LTD	xxxxxx221D	xxxxxxx0146	HDFC BANK LTD., MUMB AI - THANE (WEST)	xxxxxxxxxx00 56	4457600	0
एकूण					4457600	
प्रमाणित करण्यात येते की या देयकाद्वारे आहरीत करण्यात येत असलेली संपूर्ण रक्कम याच जिल्ह्यात खर्च करण्यात येणार आहे.						
स्वाक्षरी आहरण व संवितरण अधिकारी.						



सह

आहरण व संवितरण अधिकारी



Office of The Superintending Engineer
Public Works Circle, Thane
P.W.D. Compound,
Station Road, Thane - 400 601.



Right of
Information

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No. 10300		Date :- 27/9/2020

AUTHORITY LETTER

Subject : Before the Sole Arbitrator
Hon'ble Mr.Naresh Patil
(Former Chief Justice of the Bombay High Court)
In the Matter of Arbitration Between



Supreme Manor Wada Bhiwandi Claimant
Infrastructure Private Limited

And

State of Maharashtra & Ors. Respondents

Shri. Vijay Sapkale, Executive Engineer, P.W.Division, Jawhar Dist.Palghar is hereby authorized to represent the State of Maharashtra in the captioned arbitration proceedings and for the said purpose to sign, verify and declare the counter-claim, affirm various affidavits required to be filed in the said proceedings, to sign vakalatnamas and to make depositions on behalf of the State of Maharashtra.

Superintending Engineer
P.W. Circle, Thane.

BEFORE THE SOLE ARBITRATOR
HON'BLE MR. NARESH PATIL
(FORMER CHIEF JUSTICE OF THE BOMBAY
HIGH COURT)

IN THE MATTER OF ARBITRATION
BETWEEN

SUPREME MANOR-WADA-BHIWANDI
INFRASTRUCTURE PRIVATE LIMITED
... Claimant

AND

STATE OF MAHARASHTRA & ORS.
... Respondents

COUNTER-CLAIM OF THE RESPONDENTS
ABOVE NAMED

DATED THIS 7TH DAY OF DECEMBER, 2020

KADAM & COMPANY
Advocates for the Respondents
305-306, 3rd Floor, Yusuf Building,
M.G. Road,
Fort,
Mumbai 400 001.