

LIST OF FIRMS DEBARRED BY UREDA

| Sl. No. | Name of Firm | Remark |
|---------|---|--------|
| 1. | M/s Rehmat Khan, Contractor, NTD, Almora, Uttarakhand | |
| 2. | M/s SPDD VDPPL JV, Pathankot | |
| 3. | M/s Bagnath Enterprises, Bageshwar | |
| 4. | M/s Composite Engineers, Dehradun | |
| 5. | M/s Greensense Energy System Pvt. Ltd, Aurangabad | |
| 6. | M/s Indona Inovation Solution, Punjab | |
| 7. | M/s Intersolar System Pvt. Ltd., Chandigarh | |
| 8. | M/s Alien Energy Pvt. Ltd., Ghaziabad | |
| 9. | M/s Suncraft Energy Private Limited, Kolkata | |
| | | |



उत्तराखण्ड अक्षय ऊर्जाविकासअभिकरण

ऊर्जापार्कपरिसर, इण्डरिस्ट्रियल एरिया, पटेलनगर, देहरादून।

फोन:- 0135-2521386, 2521553 फैक्स 0135-2521387

E-mail: shp.uredahq@gmail.com

पत्रांक सं० : 169 / उरेडा / बद्दीनाथ-2 / 272 / 2021

दिनांक: 29 अप्रैल, 2024

मै० रहमत खान,
एन०टी०डी०, अल्मोडा।

विषय- उरेडा में किसी भी प्रकार की निविदा में प्रतिभाग करने हेतु आगामी 05 वर्षों तक प्रतिबन्धित किये जाने के सम्बन्ध में।


उपरोक्त विषयक मुख्यालय के पत्र सं० 166 एवं 167 दिनांक 27 अप्रैल, 2024 का सन्दर्भ ग्रहण करें जिसके माध्यम से बद्दीनाथ लघु जल विद्युत परियोजना के सिविल एवं ई०एण्डएम० कार्यों के सापेक्ष उरेडा एवं आपके मध्यम हस्ताक्षरित अनुबन्ध सं० 02 / उरेडा / एस०एच०पी० / बद्दीनाथ / ई०एण्डएम० / 2021-22 दिनांक 29 सितम्बर, 2021 एवं अनुबन्ध सं० 01 / उरेडा / एस०एच०पी० / बद्दीनाथ / 2021-22 दिनांक 29 सितम्बर, 2021 को निरस्त किये गये हैं।

आपकी फर्म को परियोजना के अवशेष कार्यों को पूर्ण करने हेतु उरेडा द्वारा पत्र सं० 100 दिनांक 15 अप्रैल, 2023 नोटिस पत्र सं० 2730 दिनांक 20 मार्च, 2024, नोटिस पत्र सं० 2808 दिनांक 27 मार्च, 2024, अन्तिम नोटिस पत्र सं० 45 दिनांक 06 अप्रैल, 2024 के माध्यम से अनुबन्ध सं० 02 / उरेडा / एस०एच०पी० / बद्दीनाथ / ई०एण्डएम० / 2021-22 दिनांक 29 सितम्बर, 2021 कार्यादेश सं० 1158 दिनांक 01.10.2021 एवं अनुबन्ध सं० 01 / उरेडा / एस०एच०पी० / बद्दीनाथ / 2021-22 दिनांक 29 सितम्बर, 2021 कार्यादेश सं० 1157 दिनांक 01.10.2021 के सापेक्ष समस्त कार्य पूर्ण कर सूचना उरेडा मुख्यालय को प्रेषित करने हेतु अवगत कराया गया था तथा सूचना प्राप्त न होने पर अनुबन्धानुसार कार्यवाही कर दी जायेगी की सूचना प्रेषित है। जिसके फलस्वरूप भी फर्म द्वारा वर्तमान तक परियोजना के अवशेष रिनोवेशन कार्य पूर्ण नहीं किये गये हैं तथा मुख्यालय को कार्य पूर्ण किये जाने के सम्बन्ध में सूचित नहीं किया गया है।

आपकी फर्म द्वारा बद्दीनाथ लघु जल विद्युत परियोजना के समस्त रिनोवेशन कार्य कराये जाने हेतु किये गये अनुबन्ध के क्रम में कार्य पूर्ण नहीं कराये गये हैं। जिस कारण परियोजना से अपेक्षित क्षमता पर विद्युत उत्पादन नहीं हुआ है।


माह मई, 2024 में चार धाम यात्रा प्रारम्भ होनी लक्षित है इससे पूर्व परियोजना के समस्त कार्य आपकी फर्म द्वारा पूर्ण कराये जाने थे जो कि नहीं किये गये हैं। उरेडा के नोटिसों के उपरान्त भी पुनः कार्य प्रारम्भ नहीं किया गया है तथा कार्यों में रूचि नहीं ली गयी। जिससे उरेडा की छवि धूमिल हो रही है।

उक्त के दृष्टिगत आपकी फर्म मै0 रहमत खान कान्ट्रेक्टर अल्मोडा, को आगामी 05 वर्षों तक प्रतिबन्धित किये जाने हेतु उरेडा द्वारा निर्णय लिया गया है। उक्त के क्रम में आपकी फर्म को उरेडा में किसी भी प्रकार की निविदाओं में प्रतिभाग हेतु आगामी 05 वर्षों तक प्रतिबन्धित किया जाता है।


(मनोज कुमार)
मुख्य परियोजना अधिकारी

प्रतिलिपि— निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

1. योजना एवं कार्यक्रम प्रभारी, उरेडा, मुख्यालय।
2. मुख्य वित्त अधिकारी, उरेडा, मुख्यालय।
3. समस्त उप मुख्य/वरि0/परियोजना अधिकारी, उरेडा उत्तराखण्ड।
4. मुख्य विकास अधिकारी/परियोजना अधिकारी, उरेडा, उत्तराखण्ड।


(मनोज कुमार)
मुख्य परियोजना अधिकारी



Registered Post

Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387, Fax: 0135-2521386, E-mail: shp.uredahq@gmail.com

No. 167 /UREDA/ 4(1)-272/Badrinath-2 SHP/2022

Date 27 April, 2024

To,

M/s Rahmat Khan Contractor,
N.T.D.
Almora-263601.

Sub: Termination of Agreement No. 02/UREDA/SHP/Badrinath/E&M/2021-22 dated 29th September 2021 between M/s Rahmat Khan and UREDA in respect of renovation of E&M works related to Badrinath SHP

Dear Sir,

1. That an Agreement No. 02/UREDA/SHP/Badrinath/E&M/2021-22 (hereinafter 'the agreement') was executed on 29.09.2021, between M/s Rahmat Khan Contractor, Almora, Uttarakhand (hereinafter 'the Contractor') on one part and UREDA on the other part whereby work of Renovation of E&M Works of Badrinath SHP (Capacity 2x 625 KW) at Block Joshimath, District Chamoli, Uttarakhand, was awarded to the Contractor at a Contract price of Rs.87,10,000/-.
2. That a work order bearing no. 1158/उरेडा/बद्रीनाथ-2/272/2021 dated 01.10.2021 was given to you the Contractor to complete the renovation of E&M works of Badrinath SHP in accordance to the conditions stipulated in the executed agreement dated 29.09.2021 within the time period fixed.
Vide the said work order, you the Contractor was directed to complete the renovation works of the non-functional unit and thereafter start with the renovation works of the second unit.
3. That vide letter dated 28.11.2022, you the Contractor sought time extension till October 2023 to complete renovation works of Unit -1 of the Badrinath SHP.


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4. That you the Contractor demonstrated negligence and even until December 2022 works related to E&M testing and commissioning of the IInd Unit were pending and renovation works of Ist Unit of the Badrinath SHP were yet to be undertaken by you the Contractor.
5. That the Chief Project Officer, UREDA vide letter no. 2352/उरेडा/बद्रीनाथ-2/272/2021 dated 19.12.2022, granted time extension to you the Contractor for completing the E&M Renovation works of Badrinath SHP till 3 months after opening of the Badrinath Dham Kapaat.
6. That you the Contractor inspite of being given due time extension, as requested, started making polemic and frivolous correspondence with the department and evaded from undertaking the work of renovation of E&M works of Unit-I of the Badrinath SHP, thereby committing breach of your contractual obligation under the agreement.
7. That the Dy. CPO, UREDA vide letter no. 100/उरेडा/बद्रीनाथ-2/272/2021 dated 15.04.2023 in reply to your letter dated 16.03.2023, categorically instructed you to ensure the successful operation of both units and completion of all necessary works as per the price agreed in the agreement.
8. That the Badrinaath Dham Kapaat were reopened in the month of April 2023, however you the Contractor undertook no steps to proceed with completion of E&M renovation/repair works of Unit-I.
9. That the Dy. CPO UREDA vide letter no. 555/उरेडा/बद्रीनाथ-2/272/2021 dated 09.06.2023 called upon the Project Officer, UREDA Chamoli to ensure the timely completion of the Project works. A copy of the said letter was served upon you as well. The Project officer, UREDA Chamoli, vide letter dated 12.06.2023, directed you to ensure timely completion of the E&M Renovation/Repair works of Unit-I.


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10. That no initiative was taken by you the Contractor to complete the unfinished works of Unit-1 within the extended time period. Vide notice/letter no. 2750/उरेडा/बद्रीनाथ-2/272/2021 dated 20.03.2024, you were called upon to inform UREDA headquarters about completion of works within one week.
11. That vide another letter/notice no. 2808/उरेडा/बद्रीनाथ-2/272/2021 dated 27.03.2024, the Dy. CPO again called upon you the Contractor to complete the pending works by 4th April 2023 and inform UREDA headquarters.
12. That yet another notice/letter no. 45/उरेडा/बद्रीनाथ-2/272/2021 dated 06.04.2024 was served upon you, presenting you with a final opportunity to complete works of Badrinath SHP and inform UREDA headquarters by 13.04.2024.
13. That you the Contractor did not respond to any of the letter/notice(s) detailed above making it apparent that you are not ready to undertake and complete your part of the contract and are adamant to commit breach of contract.
14. That you Contractor have chosen to initiate Arbitration Proceedings against UREDA and by filing a statement of Claim on frivolous and baseless grounds.

In as much you are in breach of your contractual obligations as incorporated in clauses 1.15 'Negligence', 1.21 'Delays in the Contractor's Performance' of the **General Conditions of Contract**, UREDA therefore in light of the aforestated factual circumstances, invokes clause 1.23 'Termination for Default' and terminates the Contract / Agreement No. 02/UREDA/SHP/Badrinath/E&M/2021-22 dated 29.09.2021 in its entirety. You the Contractor is liable to pay liquidated damages in accordance to clause 1.22 the **General Conditions of Contract** of the Agreement.

UREDA in exercise of clause 1.23(2) of the **General Conditions of Contract** of the Agreement forfeits the Performance Security.



UREDADA is entitled to recover excess costs in executing the unfinished works by the Contractor in accordance to clause 1 23 (2).

UREDADA is entitled to file a Counter Claim against you before the Hon'ble Sole Arbitrator in the ongoing Arbitration Proceedings.


Chief Project officer,
UREDADA.




Registered Post

Uttarakhand Renewable Energy Development Agency (UREDA)
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No. 166 /UREDA/ 4(1)-272/Badrinath-2 SHP/2022

Date 27 April, 2024

To,

M/s Rahmat Khan Contractor,
N.T.D.
Almora-263601.

Sub: Termination of Agreement No. 01/UREDA/SHP/Badrinath/2021-22 dated 29th September 2021 between M/s Rahmat Khan and UREDA in respect of Civil works related to Badrinath SHP

Dear Sir,

1. That on 29.09.2021, an Agreement No. 01/UREDA/SHP/Badrinath/2021-22 (hereinafter 'the agreement') was executed between M/s Rahmat Khan Contractor, Almora, Uttarakhand (hereinafter 'the Contractor') on one part and UREDA on the other part whereby work of Renovation of Civil Works of Badrinath SHP (Capacity 2x 625 KW) at Block Joshimath, District Chamoli, Uttarakhand, was awarded to the Contractor at a Contract price of Rs.37,10,770/-.
2. That a work order bearing no. 1157/उरेडा/बद्रीनाथ-2/272/2021 dated 01.10.2021 was given to the Contractor to complete the renovation of Civil works of Badrinath SHP in accordance to the conditions stipulated in the executed agreement dated 29.09.2021 within the time period fixed.
3. That you demonstrated negligence since inception of the execution of the Agreement and did not discharge your contractual obligation satisfactorily.
4. That in accordance to **clause 1.10 TIME-The Essence of Contract** of the Special Conditions of Contract, the Contractor was required to have completed the required Civil Works not later than 6 months. You the

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- Contractor, however did not complete all the civil works as detailed in the scope of work of the Agreement within the stipulated time frame.
5. That you the Contractor was made a payment of Rs.34,06,759.74 against a total contract price of Rs.37,10,770/- for the Civil works of the Badrinath SHP. You till date, failed to complete works related to Intake Gate Fabrication, Supply of Trash Rack , Forbay Gate, Wire Crates, Power House Fencing, Anchor Block Repair comprised in the scope of Civil works in the Agreement.
 6. That the Dy. CPO, UREDA vide letter no. 100/उरेडा/बद्रीनाथ-2/272/2021 dated 15.04.2023 in reply to your letter dated 16.03.2023, communicated you, that a separate agreement related to Civil Works exists and therefore all payments shall be made as per the price schedule of the Agreement and directed you to complete all necessary works of the Badrinath SHP.
 7. That the Badrinaath Dham Kapaat were reopened in the month of April 2023, however you the Contractor undertook no steps to proceed with completion of the pending Civil Works of the Badrinath SHP.
 8. That you the Contractor evaded from completing the pending Civil works of the Badrinath SHP and engaged the department with polemic and frivolous correspondence related to E&M works of the Badrinath SHP which were part of the an entirely separate agreement.
 9. That no initiative was taken by you the Contractor to complete the unfinished Civil works. Vide notice/letter no. 2750/उरेडा/बद्रीनाथ-2/272/2021 dated 20.03.2024 you were called upon to inform UREDA headquarters about completion of works within one week.
 10. That vide another letter/notice no. 2808/उरेडा/बद्रीनाथ-2/272/2021 dated 27.03.2024, the Dy. CPO again called upon you the Contractor to complete the pending works by 4th April 2023 and inform UREDA headquarters.
 11. That yet another notice/letter no. 45/उरेडा/बद्रीनाथ-2/272/2021 dated 06.04.2024 was given to you the Contractor, calling upon and presenting


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you with a final opportunity to complete works of Badrinath SHP and inform UREDA headquarters by 13.04.2024.


12. That you the Contractor have not responded to any of the letter/notice(s) detailed above have failed to discharge your contractual obligations under the Agreement to complete the requisite Renovation/Repair of Civil works.
13. That you the Contractor have chosen to initiate Arbitration Proceedings against UREDA and has filed statement of Claim on frivolous grounds and the said arbitration proceedings are ongoing.

In as much you are in breach of your contractual obligations as incorporated in clauses 1.15 'Negligence', 1.21 'Delays in the Contractor's Performance' of the **General Conditions of Contract**. UREDA therefore in light of the aforestated factual circumstances, invokes clause 1.23 'Termination for Default' and terminates the Contract / Agreement No. 01/UREDA/SHP/Badrinath/2021-22 dated 29.09.2021 in its entirety. You the Contractor is liable to pay liquidated damages in accordance to clause 1.22 of the **General Conditions of Contract** of the Agreement.

UREDA in exercise of clause 1.23(2) of the General Conditions of Contract of the Agreement forfeits the Performance Security.

UREDA is entitled to recover excess costs in executing the unfinished works by you the Contractor in accordance to clause 1.23 (2).

UREDA is entitled to file a Counter Claim against you before the Hon'ble Sole Arbitrator in the ongoing Arbitration Proceedings.


Chief Project officer,
JW UREDA.
AO



जलीकृत

Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph: 0135 2521355-2521387 Fax: 0135 2521386 E-mail: shp.uredahq@gmail.com

No. 1643 UREDA/ RD/316/Jummagad SHP/2022

Date 27 September, 2022

To

M/s SPDD VIDPPL JV,
315-316, Sahil Plaza,
Dalhousie Road,
Pathankot - 145001

Sub:-Debarment for three years

Dear Sir,

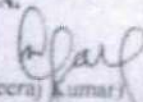
UREDA has terminated agreement No. 04/UREDA/CH/SHP-Jummagad/2016 dated 23.02.2017 (hereinafter 'the agreement') executed between M/s SPDD VIDPPL Joint Venture, Pathankot (hereinafter 'the Contractor') on one part and UREDA, Uttarakhand vide letter no. 1176 dated 10/08/2022.

UREDA vide letter no. 1405 dated 01.09.2022 in its discretion proposed to debar you for a period of three years from participating in any bid/expression of interest in respect of any tender floated by UREDA for the reasons explained in the said letter. However, vide the said letter, UREDA provided you with opportunity to make representation against such proposed debarment and called upon you to submit reasons in person or writing with seven days from receipt of the said letter.

In reply to the above stated letter, you vide letter no. JV/UREDA/Jummagad/2022-3879 dated 02.09.2022 sought time for 15 days to submit reasons in person against the proposed debarment on account of two of your officials testing positive for Covid-19. UREDA accordingly granted you the time sought. Now nearly a period of one month has elapsed since you sought time to make representation however, you have not contacted any official of UREDA either in person or in writing, submitting reasons against the proposed debarment or in alternative seeking more time thereto.

UREDA granted you sufficient time period giving opportunity to make representation against the proposed debarment; however you have failed in making any representation whatsoever against the proposed debarment within the time period sought by yourself.

UREDA hereby debars you for a period of three (3) years from participating in any bid/expression of interest in respect of any tender floated by UREDA.


(Neera) Kumar
Chief Project officer

D/C



Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387, Fax: 0135-2521386, E-mail: shp.uredahq@gmail.com

No. 1176 /UREDA/ 4(1)-315/Jummagad SHP/2022

Date 10 August, 2022

To,

M/s SPDD VDPPL JV,
315-316, Sahil Plaza,
Dalhousie Road,
Pathankot – 145001.

Sub:-Termination of agreement no.04/UREDA/CH/SHP – Jummagad/2016 Dated 23rd February 2017.

Dear Sir,

1. That on 23.02.2017 an agreement no. 04/UREDA/CH/SHP-Jummagad/2016 (hereinafter 'the agreement') was executed between M/s SPDD VDPPL Joint Venture, Pathankot (hereinafter 'the Contractor') on one part and UREDA, Uttarakhand on the other part whereby work of Construction & Renovation of Jummagad Small Hydro Project, Capacity 2 x 600 KW on turnkey basis and operation and maintenance for three months, after commissioning in Block Joshimath, District Chamoli was awarded to you, the Contractor.
2. That as per clause 5.0 of the agreement the contractor was required to complete the work awarded not later than 15 months i.e by May 2018.
3. However, you the contractor demonstrated slow progress and unsatisfactory work since inception and reprimand notices/letters no. 552 dated 16/02/2018, no. 171 dated 02/07/2018 and no. 268 dated 16/08/2018 were served upon you the Contractor in view of slow progress and unsatisfactory work.
4. That time extension was granted to you the Contractor vide letter no. 616 dated 03/07/2019 till June 2020.
5. That vide letters dated 27/11/2019 and 03/01/2020 you the Contractor cited force majeure site conditions due to which work progress has been stopped and vide letter dated 05/06/2020 you the Contractor again sought time extension, which UREDA

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considering your request again granted time extension till March 2021 to complete the work vide letter no. 605 dated 28/07/2020.

6. That a meeting was chaired by Director, UREDA on 08/12/2020 to review the progress of small hydro power projects however the same was not attended by any representative of your firm.
7. That vide reprimand notice/letter no. 2093 dated 31/03/2021, CPO UREDA told you the contractor, that work progress is negligible and only about 40% of the total work has been completed and it remains unlikely that remaining work shall be completed within the extended time period viz. June 2021.
8. That UREDA vide letter no. 2226 dated 18/02/2022 considering the request made by you the Contractor vide letter dated 05/02/2022, extended the time frame to complete the remaining works till October 2022 and stated that no further time extensions thereafter shall be granted.
9. That even after providing final time extension till October 2022 at per your request, you the Contractor did not demonstrate any work progress at the site and work is entirely at halt, and the same was communicated to you by UREDA vide letter nos. 2440 dated 23/03/2022 and letter no. 60 dated 11/04/2022.

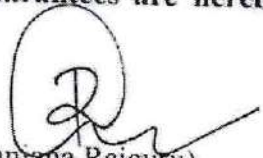
Vide letter/notice no.647 dated 14/06/2022 UREDA directed you to install labour and necessary work material at the site in order to complete the remaining work within the deadline. You however, have miserably failed in abiding by the said instructions and are taking any interest in completing the awarded work.

10. Work progress at the site is entirely stalled and you the contractor are not sending any labour at the work site. Junior Engineer, UREDA Garhwal conducted a site inspection of the worksite of the Jummagad Small Hydro Power Project and accordingly submitted a report dated 13.07.2022 wherein he stated that most of the Civil Works and E&M works have not been completed by you the Contractor till date. You have been asked several times to bring improvement in the work progress at the work site, however no interest is being taken by you the Contractor to complete the pending works inspite of several reminders and consequently the completion of the project is getting delayed at your hands.
11. You have not complied with your contractual obligations of providing services in accordance with the time schedule specified by UREDA. Funds out of public exchequer are involved and you were entrusted with responsibilities of discharging

your contractual obligations with utmost diligence and good faith. In the last few months you have abandoned the work at the site and are not taking any interest at all in getting the remaining pending works completed inspite of several written/telephonic reminders/notices by different personnel of UREDA.

In light of above, UREDA exercising its contractual legal rights hereby invokes clause 22 'Delays in Tenderer's Performance' & Clause 24 'Termination for Default' of said agreement in consequence whereof the Agreement no. 04/UREDA/CH/SHP - Jummagad/2016 dated 23rd February 2017, entered between the Contractor on the one part and UREDA Uttarakhand on the other part stands terminated in its entirety.

Further, as per clause 24.9 of the Agreement, UREDA is at liberty to recover excess costs from contractor for getting the pending/unfinished works completed. The performance security and other bank guarantees are hereby forfeited by UREDA.


(Ranjana Rajguru)
Director, UREDA.





Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387, Fax: 0135-2521386, E-mail: shp.uredahq@gmail.com

2344
No. ~~2344~~ /UREDA/ 4(1)-225/Gangi SHP/2022

Date 17 December, 2022

To,

M/s Bagnath Enterprises,
Tehsil Road,
Bageshwar.

Sub:-Debarment notice for Five years

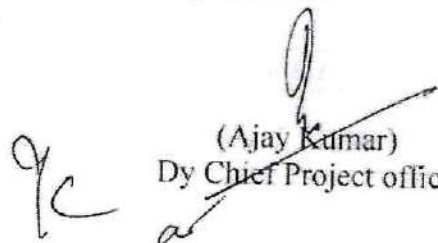
Sir,

UREDA has terminated agreement No. 01/MHP-Gangi/UREDA-Tehri/2012 dated on 31.07.2012 (hereinafter 'the agreement') executed between M/s Bagnath Enterprises, Tehsil Road, Bageshwar, Uttarakhand (hereinafter 'the Contractor') on one part and UREDA, Uttarakhand, vide letter no. 1177 dated 10/08/2022.

UREDA vide letter no. 1692 dated 27.09.2022 in its discretion proposed to debar you for a period of Three years from participating in any bid/expression of interest in respect of any tender floated by UREDA for the reasons explained in the said letter. However, vide the said letter, UREDA provided you with opportunity to make representation against such proposed debarment and called upon you to submit reasons in person or writing with fourteen days from receipt of the said letter.

Much more than a period of month has elapsed however, you have not made any representation either in person or in writing, against the said letter.

UREDA hereby debars you for a period of Three (3) years from participating in any bid/expression of interest in respect of any tender floated by UREDA.


(Ajay Kumar)
Dy Chief Project officer



Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387. Fax: 0135-2521386. E-mail: shp.uredahq@gmail.com

No. 1177 /UREDA/ 4(1)-225/Gangi-SHP/2022

Date 10 August, 2022

To,

M/s Bagnath Enterprises,
Tehsil Road,
Bageshwar.

Sub:-Termination of agreement no.01/MHP-Gangi/UREDA-Tehri/2012 dated 31st July 2012.

Dear Sir,

1. An agreement no. 01/MHP-Gangi/UREDA-Tehri/2012 dated on 31.07.2012 (hereinafter 'the agreement') was executed between M/s Bagnath Enterprises, Tehsil Road, Bageshwar, Uttarakhand (hereinafter 'the Contractor') on one part and UREDA on the other part whereby work of Design, Manufacture, Supply, Erection, Testing & Commissioning of GANGI Micro Hydro Project Capacity 2 x 100 K.W. on Turnkey & BOMT basis for 5 years after commissioning was awarded to the Contractor.
2. The initial time frame given to you the contractor to complete the work awarded was twenty four months. However, the necessary clearances from Forest Department were obtained in November 2019, and subsequently UREDA vide letter no. 2606 dated 06/02/2020 directed you to complete the remaining Civil work, installation and commissioning relating to Gangi Micro Hydro Project within the next six months. Vide the said letter you were further was informed that acceptance of additional amount of Rs.37.93 Lakhs for completing the Civil works has been obtained.

3. Vide letter no. 2032 dated 20/03/2021 UREDA terminated the work orders relating to E & M works and operation and maintenance for 5 years of the project, in as much as UPCL for the purpose of electrification of the concerned village(s) and feeding of electricity generated from the Gangi Micro Hydro project into the grid. The contractor, vide the said letter was directed to complete the remaining work by June 2021.
4. That UREDA vide letter/notice dated 05/04/2021 expressed dissatisfaction over the status of pending works yet to be completed by the Contractor and reprimanded to complete the entire remaining work within the deadline. The Contractor was reprimanded again vide letter/notice no. 181 dated 17/05/2021 (sent by Project Officer, UREDA Small Hydro Electricity, Garhwal), second letter/notice no. 1070 dated 22/09/2021 to complete the unfinished work(s) and apprise UREDA headquarters about the same.
5. That vide final notice bearing no. 1133 dated 28/09/2021, you the Contractor was yet again called upon to start the remaining work relating to the project within three days and complete the Civil and T&D works by November 2021.
6. That a final show cause notice no. 253 dated 26/10/2021 was served upon you. You the Contractor sent an undated reply letter via email giving frivolous statements.
7. That project site inspection was carried by UREDA's representative from 11/01/2022 till 13/01/2022 whereby he submitted his report, available on the file, stating various Civil and T&D works remains to be completed by you, the Contractor.
8. You the Contractor vide letter dated 21/02/2022 sought time extension till June 2022 and undertook that work is in progress and shall be completed by June 2022, however you have miserably failed in abiding your own undertaking.



9. That site inspection conducted again by UREDA's representative from 11/03/2022 to 12/03/2022 ascertained that various Civil Works relating to Diversion Structure and Intake Chamber, Desilting cum Forebay Tank, Penstockpipes, Power House and tailrace and T&D works still remains to be completed by you the Contractor.

10. That UREDA vide its letter nos. 2417 dated 21/03/2022 and vide letter no. 409 dated 20/05/2022 asked you to deposit the renewed bank guarantees towards security of Rs.27 lakhs and mobilization advance of Rs. 22.10 lakhs by June 2022 however the same has not been complied with by you the Contractor till date, and therefore have breached conditions stipulated in clause 1.21. (A).1, 1.21 (A).2, 1.21.(C).a in the Agreement as the required bank guarantees have not been renewed and furnished to UREDA.

11. That the Project Officer, Small Hydro Project, Garhwal, in-charge of the Gangi Small Hydro Project, submitted a report to the Chief Project Officer, UREDA in respect of an inspection again conducted by him on 24/07/2022, reveals that no representative nor any labour of your firm was present at the work site and the work is entirely at a halt since nearly last three months.

You the Contractor have abandoned the work and have miserably failed in completing the pending works in respect of the GANGI Micro Hydro Project required to be completed by you in spite of various reprimand letters/notices sent from time to time and several time extensions given to you, as specified above. Funds out of public exchequer are involved and you were entrusted with responsibilities of discharging your contractual obligations with utmost diligence and good faith.

Therefore UREDA exercising its contractual legal rights hereby invokes clause 1.25 'Termination for default' of said agreement in consequence whereof the Agreement no. 01/MHP-GANGI/UREDA-TEHRI/2012 dated 31st July 2012 entered between the Contractor on the one part and UREDA Uttarakhand on the other part stands terminated in its entirety.



Further, as per clause 1.25.1.3 of the Agreement, UREDA is at liberty to recover excess costs from contractor for getting the pending/unfinished works completed. UREDA also reserves its right to adjust any dues payable to you against the amount of the Bank Guarantees not renewed by you and furnished to UREDA.


(Ranjana Rajguru)
Director, UREDA.



Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387, Fax: 0135-2521386, E-mail: shp.uredahq@gmail.com

No. 2257/UREDA/4(1)-270/Relagad-SHP/2022

Date 07 December, 2022

To,

Composite Engineers,
70-A, Rajpur Road,
Lane Opp Hotel Madhuban,
Dehradun-248001.

Sub:-Debarment notice for five years

Dear Sir,

UREDA has terminated agreement 08/UREDA/PTH/SHP-Relagad/2016 dated 07.01.2017 (hereinafter 'the agreement') executed between 'M/s Composite Engineers, Dehradun' (hereinafter 'the Contractor') on one part and UREDA, Uttarakhand, vide letter no. 1637 dated 22/09/2022.

UREDA vide letter no. 1652 dated 23.09.2022 in its discretion proposed to debar you for a period of five years from participating in any bid/expression of interest in respect of any tender floated by UREDA for the reasons explained in the said letter. However, vide the said letter, UREDA provided you with opportunity to make representation against such proposed debarment and called upon you to submit reasons in person or writing within 14 days from receipt of the said letter.

You however have not made any representation either in person or in writing, against the said letter.

UREDA hereby debars you for a period of 5 years from participating in any bid/expression of interest in respect of any tender floated by UREDA.


(Neeraj Kumar)
Chief Project Officer





Uttarakhand Renewable Energy Development Agency (UREDA)
(Department of Additional Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521553, 2521387, Fax: 0135-2521386, E-mail: shp.uredahq@gmail.com

No. 1637 /UREDA/ 4(1)-270/Relagad- SHP/2022

Date 22 September, 2022

To,

Composite Engineers,
70-A, Rajpur Road,
Lane Opp Hotel Madhuban,
Dehradun-248001.

Sub:-Termination of agreement no. 08/UREDA/PTH/SHP-Relagad/2016 dated 07.01.2017.

Dear Sir,

Your attention is attracted towards agreement no. 08/UREDA/PTH/SHP-Relagad/2016 dated 07.01.2017 (hereinafter 'the agreement') executed between 'M/s Composite Engineers, Dehradun' (hereinafter 'the Contractor') on one part and 'Uttarakhand Renewable Energy Development Agency, Uttarakhand' on the other part whereby work of Construction & Repair of Relagad Small Hydro Project, Capacity 2 x 1500 KW on Turnkey basis and operation and maintenance for three months, after commissioning in Block Dharchula, District Pithoragarh, was awarded to the Contractor.

That in accordance to clause 5 of the said agreement titled as "Time-The essence of contract", the Contractor was required to complete the awarded work not later than 15 months, i.e. by 7th June 2018.

Several time extensions to the agreement were given to you, on your requests, by UREDA from time to time vide letter no. 614 dated 03/07/2019, letter no. 1469 dated 22/12/2020 and letter no. 451 dated 13/07/2020.

Several reprimand letters/notices were also served upon you on account of unsatisfactory and dismal slow work at the project site, instructing you to complete the pending works of the project within the extended stipulated time period.

UREDA, vide letter no. 2225 dated 18/02/2022, considering your request, extended time period of the agreement allowing you to complete the unfinished works by June 2022. Vide the said letter UREDA specifically stated that no further time extensions shall be provided henceforth.

Even after extending the time period as per your own request, you the contractor demonstrated unprofessional and non-serious attitude towards completing the pending works at the site and UREDA reprimanded you vide letter/notice no. 2441 dated 23/03/2022 informing you that work progress is totally unsatisfactory and it seems that work shall not be completed within the extended time frame. You, vide the said letter were directed to increase labour force and E&M material at the site and submit weekly progress to UREDA. You, the Contractor did not abide by the said instructions and UREDA lastly vide notice no. 62 dated 11/04/2022 directed you to improve the work progress at the site and submit the weekly progress report at UREDA headquarters. You have however chosen to not comply with the said directions and have chosen to abandon the work awarded to you vide the agreement dated 07.01.2017. Therefore you the contractor clearly have violated the conditions of the agreement and have attracted clause 22.2 of the said agreement.

Therefore UREDA exercising its contractual legal rights hereby invokes clause 24 of said agreement titled "Termination for Default"

UREDA without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor terminate the contract in whole or in part.

If the Contractor fails to deliver the Services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 20, or

If the Contractor fails to perform any other obligation(s) under the contract.



- 3 -

In consequence of aforesaid, the agreement no. 08/UREDA/PTH/SHP-Relagad/2016 dated 07.01.2017 entered between the contractor on the one part and UREDA Uttarakhand on the other part stands terminated in whole. However UREDA shall be at liberty to invoke the arbitration clause as stipulated in clause 28 of the said agreement and shall be at liberty to recover excess costs from contractor for getting the pending/unfinished works executed.

UREDA hereby forfeits the performance security and the Bank Guarantee(s).


(Rajana Rajguru)
Director, UREDA

o/c



Department of Renewable Source of Energy, Govt. of Uttarakhand)
Urja Park Campus, Industrial Area, Patel Nagar, Dehradun 248001
Ph. 0135-2521387, Fax: 0135-2521386, E-mail: st.uredahq@gmail.com

No. 1797/UREDA/SWH-227/2020-21

Date: 24 December, 2021

To,

The Director/CEO,
M/s Greensense Energy System Pvt. Ltd.,
Shop No. 4 Rajarani Apartment,
Padampura,
Aurangabad-431005.

**Sub:-Termination of agreement no. 05/UREDA/SWH/2021-22 dated 28.07.2021
and cancellation of Work Order No. 766/UREDA/SWH/2020-21 dated
12.08.2021**

Dear Sir,

Your attention is attracted towards agreement no. 05/UREDA/SWH/2021-22 dated 28.07.2021 executed between 'M/s Greensense Energy System Pvt. Ltd., Aurangabad (hereinafter 'the Contractor') on one part and 'UREDA, Uttarakhand' on the other part whereby work of design, supply, installation, commissioning & testing with 5 years AMC of ETC based Solar Water Heating Systems of various capacities in various locations of Uttarakhand was awarded to the Contractor.

In pursuance of the said agreement the contractor was awarded work of design, supply, installation, commissioning & Testing with 5 years AMC of ETC type Solar Water Heating Systems in various District Court locations of different Districts of Uttarakhand vide work order dated 12.08.2021. Vide the said work order read with clause 24 of the agreement, it was obligatory upon the contractor to submit work order security deposit of 3% of total work value within 15 days from the date of work order.

The contractor however did not initiate the initial process of site inspection and material supply, obtaining permission from different offices of the District Judge in different districts and neither did submit the work order security deposit of 3% of total work value inspite of time extensions provided by reminders and reprimands vide various letters and emails served from time to time. Lastly, Final

A. D. S. D.

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Notice dated 09.11.2021 was served upon the Contractor giving opportunity to the contractor to fulfill its contractual obligations.

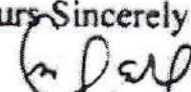
The Contractor has however miserably failed to even initiate the process of site inspection and submit the work order security deposit of 3% of total work value within the extended deadlines, in clear default and breach of the agreement dated 28.07.2021.

THEREFORE UREDA EXERCISING ITS CONTRACTUAL LEGAL RIGHTS HEREBY INVOKES CLAUSE 20 OF SAID AGREEMENT IN CONSEQUENCE WHEREOF THE AGREEMENT NO. 05/UREDA/SWH/2021-22 DATED 28.07.2021 ENTERED BETWEEN THE CONTRACTOR ON THE ONE PART AND UREDA UTTARAKHAND ON THE OTHER PART STANDS TERMINATED. CONSEQUENTLY WORK ORDER DATED 12.08.2021 GIVEN TO THE CONTRACTOR IN PURSUANCE OF THE SAID AGREEMENT STANDS CANCELLED.

FURTHER, AS PER CLAUSE 10 OF THE AGREEMENT, UREDA IS AT LIBERTY TO RECOVER EXCESS COSTS FROM CONTRACTOR FOR GETTING THE PENDING/UNFINISHED WORKS EXECUTED.

PLEASE STAY NOTED THAT THE CONTRACTOR HAS BEEN DEBARRED BY UREDA FROM PARTICIPATING IN ANY TENDER PROCESS CONDUCTED BY IT FOR A PERIOD OF TWO YEARS FROM TODAY'S DATE VIZ. DATE OF TERMINATION OF AGREEMENT.

Yours Sincerely


Neeraj Kumar
Chief Project Officer

