To,
Project Director, UP-SMCG
Plot no.-18, Sector-7, Gomti Nagar Ext.
Lucknow-226010

Sub: Administrative Approval and Expenditure Sanction for the project on “Interception & Diversion (I&D) of Drains and Sewerage Treatment Plant” at Budhana, in Uttar Pradesh under Namami Gange Programme at an estimated cost of ₹ 48.76 Crores (Rupees Forty Eight Crores & Seventy Six Lakhs only).

Sir,

I am directed to convey the Administrative Approval and Expenditure Sanction for the project on “Interception & Diversion (I&D) of Drains and Sewerage Treatment Plant” at Budhana, Uttar Pradesh Under Namami Gange Programme at an estimated cost of ₹ 48.76 Crores (Rupees Sixty four Crores & Seventy Six Lakhs only) with 100% central funding with the following major project components.

- I&D structures – 3 nos.
- I&D network laying- 0.80 Km
- Rising main- 0.20 Km
- MPS- 01 no.
- Construction of new STP-10 MLD capacity
- Operation & Maintenance for 15 years

The summary of project cost is given below and detailed cost break-up is at Annexure-I.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Work</th>
<th>Estimated Cost in ₹ Lakhs</th>
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<tr>
<td>A</td>
<td>Costs to be borne by Central Government</td>
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<td>Total Capital Cost - Subtotal (1+2+3+4+5)</td>
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2. Administrative Approval and Expenditure Sanction for the project is granted subjected to the conditions as per Annexure-I.

3. The period of completion of the project is 24 (Twenty Four) months from the date of this sanction, including bidding process, award of work, and 15 years Operation & Maintenance. The detailed schedule of the project implementation is given in Annexure-II.

4. The tender for this project may be clubbed with Muzaffarnagar Hybrid Annuity based PPP (HAM) project and awarded within six months from the date of issue of AA&ES, failing which the AA&ES may stand cancelled.

5. The capital works costs are on current prices exclusive of the applicable interest payable on the balance capital payment to be made post commissioning as per concessionaire agreement. The O&M and power costs are as per current prices, and actual payments to be made may vary based on indexation, actual sewage treated etc. in accordance with the concession agreement.

6. It is clarified that revised AA&ES on the final project value will be issued at appropriate stage on approval of project by Executive Committee (EC) of NMCG after identification of successful bidder and signing of concession agreement.

7. The grantee institution i.e. ‘Uttar Pradesh Rajya Ganga Nadi Sanrankshan Abhikaran’, the State Mission for Clean Ganga (SMCG), is an agency of the State Government constituted with the objective of serving as the dedicated institution for effective implementation of the NGRBA Programme activities at the State level, and the State is responsible in the long term for the conservation and health of the State’s stretch of the river Ganga.

8. The ‘Uttar Pradesh Jal Nigam’ is the executing agency for the project to take up the I&D and STP Works pertaining to pollution abatement of the River Ganga in the identified areas of Budhana, Uttar Pradesh along river Ganga on HAM model.

9. The compliance with the observations of TPA & NMCG will be ensured by UPJN. Further, UPJN may ensure that there are no overlaps with the works being undertaken by Goup and obtain necessary NOCs, including land availability, from the State required for the project before awarding the contract.

10. The project will be implemented on HAM mode clubbed with Muzaffarnagar project.

11. NMCG may appoint the Transaction Advisor (TA) for implementing the project under Hybrid Annuity based PPP mode. UPJN shall avail the services of TA for successful implementation of the project. The fee for the services provided by TA in accordance with the Financial Advisory Services Agreement (FASA) shall be paid from the Project Preparation & Supervision charges payable to UPJN.

12. The period of completion of the project is 24 (Twenty Four) months from the date of issue of AA&ES. The procurement of goods and services shall be made strictly as per the ‘NGRBA programme framework’ and various other guidelines of NMCG.

13. The funds for expenditure on the schemes would be debitable to the National Ganga Plan (NGP) account of the NMCG. The NMCG/Government of India reserves the right to withdraw the sanction at any stage, if it is convinced that the fund has not been properly utilized or appropriate progress is not being made.
14. NMCG shall appoint a Project Engineer (Owner’s Engineer) for supervision and certification of project progress during construction and operation period. Fees Charges for availing the services of the Project Engineer shall be paid from the Project Preparation & Supervision charges payable to UPJN.

15. In case of violation of any of the conditions of the letter of award or in case of closure or dissolution of the executing agency, the Government shall take possession of all the assets of the organization acquired out of the Government funds and use them in any manner deemed appropriate or to recover from the organization the value of such assets at its discretion.


Yours faithfully,

(Roopesh Srivastava)
Director (Projects), NMCG
Copy forwarded for information & compliance of below mentioned conditions to:

1) The Chief Secretary, Government of Uttar Pradesh, Lucknow-226001.
2) The Managing Director, UP Jal Nigam, 6-Maharana Pratap Marg, Lucknow, 226001
3) Executive officer, Budhana Nagar Panchayat, Uttar Pradesh 251309

Copy forwarded for information to:

1) PS to Hon'ble Minister (WR, RD & GR), Shram Shakti Bhawan, N. Delhi-110001
2) PPS to Secretary, MoWR, RD & GR, Shram Shakti Bhawan, New Delhi-110001
3) PS to Director General, NMCG
4) Executive Director (Finance), NMCG, N. Delhi
5) Executive Director (Projects), NMCG, N. Delhi
6) Executive Director (Technical), NMCG, N. Delhi
7) Executive Director (Admin), NMCG, N. Delhi
8) NMCG Officials / Sanction Folder /Guard File/Computer Cell, MIS/ NMCG.

(Roopesh Srivastava)
Director (Projects), NMCG
Annexure-I

Conditions on Administrative Approval and Expenditure Sanction for the project on Interception & Diversion (I&D) of Drains and sewage treatment Works" at Budhana, Uttar Pradesh under Namami Gange Programme

1.0 General Conditions:

i. State Government shall submit a final DPR before bidding in accordance with the TPA observation and approval for the project.

ii. State Government/ Executing Agency shall comply with all the observations of TPA/ NMCG before bidding and during implementation.

iii. State Government/ Executing Agency shall follow the applicable procurement procedures.

iv. State Government/ Executing Agency shall ensure reuse of treated water.

v. State Government/ Executing Agency shall generate wastewater flow data (drain), wastewater characteristics and river water quality monitoring through actual monitoring and analysis at regular intervals (at least monthly basis).

vi. The grantee institution i.e. ‘State Ganga Council, the State Mission for Clean Ganga (SMCG), is an agency of the State Government constituted with the objective of serving as the dedicated institution for effective implementation of the Namami Gange / NGRBA Programme activities at the State level, and the State is responsible in the long term for the conservation and health of the State’s stretch of the river Ganga.

vii. Budhana Nagar Panchayat, Budhana shall be the Urban Local body (ULB) responsible for ensuring commitment to ownership, commitment to reforms for sustainable O & M, and community involvement.

viii. The Uttar Pradesh Jal Nigam (UPJN) shall be the Executing Agency (EA) of the project to be implemented under the guidance of the SMCG, in coordination and consultation with the ULB and overall monitoring of the National Mission for clean Ganga (NMCG) as per provisions laid down in the Namami Gange/NGRBA Programme framework.

ix. The project will be clubbed with Muzaffarnagar Project & executed in HAM model and needs to be suitably aligned with the 'Strategic Sanitation Plan'/ 'City Sanitation Plan'/ 'Master Plan' for Budhana city. Also, synergy shall be ensured with other Central/State sponsored Programme like JnNURM, UIDSSMT etc. in the city of Budhana to avoid any overlap / duplication.

x. The cost towards 15 years Operation and Maintenance (O&M) has been included in the project cost. However, Operation and Maintenance (O&M) of the project HAM model for a period of 15 years or more will be responsibility of the State Government/ Urban Local Body. The O & M shall include basic cleaning and waste management for the proposed Sewage Treatment Plant area. Sustainable revenue generation from beneficiaries, re-use of treated effluent and waste to energy etc. shall be encouraged.

xi. The detailed project implementation plan, detailed design and engineering of the project shall be undertaken by UPJN based on extensive survey and investigation before
execution. Disaster management concerns shall also be taken into account while executing the project.

xii. An undertaking to be provided by UPJN that trunk sewer being proposed is not being proposed in any other scheme.

xiii. It must be ensured that all units are above High Flood Level or as is technically appropriate. Proper soil testing needs to be ensured before any construction.

xiv. All components of the project shall be completed within specified time limits and the resources and outputs and outcomes are to be ensured as envisaged in the approved project. Completion Report shall be submitted to NMCG on completion of the project.

xv. Any additional component relevant for project or any component require modification or deletion, may be added or modified or deleted as the case may be, only with the prior approval of the Competent Authority.

xvi. Any project cost overrun or time overrun will be brought in the notice of NMCG. Decision of cost overrun and time overrun will be granted based upon discussion in Executive Committee (EC) of NMCG. Cost overrun, if any will be borne by the Central Government.

xvii. Staffs that may be employed for preparation, execution or operation of the project by the EA are not to be treated as employees of the SMCG/ NMCG. The deployment of such staff at the time of completion or termination of the project will not be the concern or responsibility of the SMCG/ NMCG.

xviii. Optimal utilization of the assets relating to the project and created under Ganga Action Plan or any other Central/ State Plan shall also be ensured by the SMCG/ EA/ ULB.

xix. All data, records, documents and material related to the project shall be stored properly and catalogued by the SMCG/ EA for reference and retrieval including regular uploading/ disclosure/ updating of such data on website.

xx. The State/ SMCG/ EA shall ensure that all provisions of the RTI Act 2005 are adhered to as far as information pertaining to the project is concerned.

xxi. The State/ SMCG/ ULB shall ensure that public is informed in the State/ city of Budhana regarding implementation of the project and soliciting their co-operation and views as applicable.

xxii. For the provisions made under IEC activities, the SMCG shall make suitable arrangements with Budhana Municipal Corporation, Budhana for executing the 'Communication and Public Outreach' Programme under its supervision towards sensitization of people for abatement of pollution and conservation of river Ganga.

xxiii. Conditions/ commitments indicated in the Executive Committee Memorandum, Minutes and other documents including those to be fulfilled before finalizing the bid document(s) shall be strictly adhered to in the project implementation and management. The SMCG will ensure fulfillment of such conditions before finalizing the bid(s) by the EA. Copies of EC Memorandum, Minutes and other related documents are already circulated.

xxiv. The UPJN may ensure the installation of trash arresting rack and its regular O&M at the mouth of all drains and adequate provision for handling septage in the STP facility.

xxv. The State Government may ensure availability of land before award of work.
xxvi. The target deliverables/milestones, scope of work, methodology and the given timeline should be followed as per the detailed implementation plan given in Annexure-II.

xxvii. The actual project cost shall be the awarded cost.

xxviii. The actual project cost shall be the awarded cost. If the awarded cost is within the sanctioned estimated cost then state government is not required to take NOC from NMCG.

xxix. In case the final/negotiated quote of a contract exceeds the value put to tender up to 5% (i.e. up to overall Rs 25 Cr.) of the estimated cost, the Executing Agency can award the work following the due process of procurement guidelines of state government. Justification of the increase in cost must be submitted by the Executing Agency through SPMG to NMCG (Post award of contract) for information and issuance of revised AA&ES.

xxx. In case the final/negotiated quote of a contract exceeds 5% (or Rs 25 Cr.) but is within 10% (or up to Rs 50 Cr.) of the estimated cost, the Executing Agency can award the work with approval of SPMG and also following the due process of procurement guideline of the state government. Justification of the increase in cost must be submitted by the Executing Agency through SPMG to NMCG (Post award of contract) for information and issuance of revised AA&ES.

xxxi. In case the final/negotiated quote of a contract exceeds the estimated cost by more than 10% (or above Rs 50 Cr.), the work shall be awarded by Executing Agency only after obtaining approval of NMCG. In such case, necessary justification shall be provided to NMCG by SMCG for approval of this additional cost.

xxii. The State is advised to consider charging people on a monthly basis for the sewerage system to recover at-least O&M cost as the charges per household would be quite low. Suitable sewage cess / tariff / tax and sewer connection fee may be imposed on the beneficiaries to recover the O&M at the least to start with. However the full project cost recovery at the earliest should be aimed at.

xxxii. Installation of trash arresting rack and its regular O&M at the mouth of all drains and adequate provision for handling septime in the STP facility may also be made part of project proposal for implementation.

xxxiii. State Government should pari-pasu implement the project for reuse of treated wastewater for agriculture & industrial purpose. For this purpose state government should adopt a policy document and endeavor & implement scheme for reuse treated wastewater accordingly.

xxv. The all the specific conditions and generic conditions mentioned in the AA&ES are to be complied by the SPMG through their Executing Agency. The SPMG will ensure fulfillment of such conditions before finalizing the bid(s) by the EA.

2.0 The release of funds is subject to the following terms and conditions:

2.1 Annual Plan and Procurement Plan:

i. The Annual Plan and yearly Procurement Plan shall be prepared by the month of November every year for the next financial year as per the provisions made in the Namami Gange/ NGRBA Programme framework and submitted by the SMCG to the NMCG for necessary approval and budget allocations.

ii. The SMCG shall furnish to the NMCG annually a report of its work within three months from the closing of the respective financial year.
2.2 Financial Aspects:

i. Funds shall be made available to the agencies strictly as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework.

ii. The SMCG/ULB shall take all necessary legal and executive measures to ensure adequate resources available for operation & maintenance of the assets created under the Project to fulfill its mandate.

iii. The funds released for the project shall be held in an interest earning project bank account of the SMCG (the mother account). The interest thus earned shall be credited to the project and reflected in the Utilization Certificate from time to time and shall be adjusted towards future funds release for the project. For any diversion of funds, the signatory of the bank account(s) shall be held responsible.

iv. The SMCG/EA are not permitted to seek or utilize funds for the same purpose from any other organization (Government, semi-Government, autonomous or private) without prior approval of the competent authority.

v. The sanctioned amount should be spent exclusively thereon as per the scope of the project and within the stipulated time. For carrying forward any work(s)/activities beyond the specified time limit prior approval of the NMCG should be obtained.

vi. It is the responsibility of the SMCG/EA/ULB to ensure that the assets are exclusively used for the purpose for which the grant is sanctioned and to maintain the assets and their records properly.

vii. All the assets acquired/created out of the grants shall not be disposed of, encumbered, or utilized for any purpose other than that for which sanctioned without prior approval of the Government.

2.3 Audit:

i. The Comptroller & Auditor General of India (the External Auditor) at his discretion shall have the right of access to the project related books and accounts of the SMCG/EA for the purpose of Audit.

ii. The books of accounts of the grantee, relating to this grant, shall be open to Audit by the Internal Auditor of the SMCG and the External Auditor. Internal Statuary Auditor of NMCG shall have also right to audit books of accounts of SMCG & Executing Agency.

iii. The overall auditing arrangements to cover both periodical internal and annual external audit of project shall be ensured as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework.

2.4 Flow of Funds:

i. In accordance with the concession agreement, under Hybrid Annuity based PPP mode, 40% of the project capital cost after adjustment for change in price indices, will be paid in installments as and when the Construction milestones are achieved as per the
construction plan submitted by the concessionaire. Balance 60% of the capital cost along with applicable interest as per concession agreement will be paid over the Concession Period of 15 years along with, power charges and Operation & Maintenance (O & M) charges. The concessionaire is entitled to receive quarterly payments of Annuity, Power charges and O & M charges during the concession period. While power charges are treated as pass-through (reimbursable on actual basis), the O & M charges shall be adjusted for variation in price indices as per concession agreement.

ii. Funds for the project implementation will be released by GOI/NMCG in suitable installments and in accordance with the provisions of Concession Agreement through an Escrow Account opened by NMCG for the purpose. NMCG, Project Executing Agency (UPJN), the Concessionaire and the Escrow Bank shall enter into an Escrow Agreement as per the provisions of Concession Agreement. Deposits and withdrawals from the Escrow account shall be in accordance with the provisions of the Escrow Agreement and the Concession Agreement only.

iii. NMCG will deposit and maintain in the Escrow Account, a Minimum Escrow Balance as per the provisions of the Concession Agreement.

iv. During the construction period, the Project Executing Agency shall issue certificate of payment to the Escrow Bank on achievement of construction milestones by the Concessionaire in accordance with the provisions of Concession Agreement.

v. During O & M period the Payment Certificate shall be issued by the Project Executing Agency to the Escrow Bank on achievement of Key Performance Indicators as per the provisions of the Concession Agreement.

vi. Escrow Bank will release payments to the Concessionaire upon the receipt of the Payment certificate issued by the project Executing Agency.

vii. The project Executing Agency/SMCG shall furnish to NMCG, a monthly report showing progress of work and payment made thereupon along with a copy of the Payment Certificate issued to the Escrow Bank during construction and O & M period. On completion of construction the project Executing Agency/SMCG shall submit a detailed report on the Completion Cost, total payments made during construction and balance Completion Cost reckoned to be paid as Annuity during the O & M period.

2.5 Submission of Monthly and Quarterly Physical Progress Report (MPPR / QPPR):

i. The Monthly Physical Progress Reports (MPPRs) shall be submitted by the 5th day of every month regularly by the EA to the SMCG and by the 10th day of every month regularly by the SMCG to the NMCG. The Quarterly Physical Progress Reports (QPPRs) shall be submitted to the Uttar Pradesh State Ganga River Conservation Authority' and NMCG within 30 days from the end of each quarter.

ii. The MPPRs in standard format, to be developed by the EA in consultation with SMCG, shall be signed by at least two designated officers of the EA, one of whom will be Chief Project Coordinator, UPJN and also by at least two designated officers of the SMCG, one of whom will be the Programme/ Project Director.
iii. The signing officers will indicate her/his name and designation in full in capital letters and affix official seal under the signature. While MPRR submitted by fax will be acceptable for commencement of processing the case, ink-signed MPRR must follow by Post.

iv. Consistency between physical progress and expenditure shall be maintained and reasons for substantial variations i.e., more than 10% shall be appropriately explained against each item.

2.6 Submission of Accounting and Financial Reports (AFR) by the EA:

i. The EA shall furnish monthly 'Accounting and Financial reports (AFRs)' by the 10th day of every month with all relevant documents and materials as per the 'Financial Management Manual (FMM)' of the NGRBA Programme framework after commencement of the project to the SMCG and by the 20th day of every month regularly by the SMCG to the NMCG.

ii. The 'Accounting and Financial Report (AFR)' in standard format, to be developed by the EA in consultation with SMCG, shall be signed and stamped by the Head of the Accounts Department and Head of the Organization, UPJN.

iii. The name and designation of the officers signing the AFR shall be clearly mentioned in full and in capital letters. While AFR submitted by fax will be acceptable for commencement of processing the case, ink-signed AFR must follow by Post.

iv. As part of the AFR, the EA shall submit the followings to the SMCG:

v. Invoices of suppliers/contractors against which online payment instructions issued by the EA in the previous month.

vi. A list of invoices received and not paid during the previous month.

vii. A list of contracts signed during the previous month.

2.7 Submission of Utilization Certificates (UCs):

i. The quarterly Utilization Certificates (UCs) in the prescribed format (GFR 19A & 19B) shall be furnished by the EA to the SMCG in respect of grant-in-aid received during the various quarters within 30 days from the end of quarter, duly signed and stamped by the Head of the Organization, Head of the Accounts Department and field level functionary at executive engineer level / Principal Investigator, as applicable.

ii. The SMCG shall submit quarterly UCs, duly countersigned and stamped by the Head of the SMCG and the State authorities within 15 days on receipt of the same from the EA.

2.8 Inspection and Monitoring:

i. The 'Uttar Pradesh State Ganga River Conservation Authority' and its Standing Executive Committee shall ensure close monitoring and evaluation of progress of the project, and also monitor implementation performance of the EA.

ii. The SMCG shall ensure appointment of agency (ies) for third party inspection (TPI)/evaluation of the project strictly as per letter No. A-12012/2/2010-NRCD-II dated 1st September, 2010. The EA through the SMCG shall submit copies of the TPI Reports along
with their responses/comments to the NMCG. Releases of funds will be subject to compliance of TPI reports.

iii. City level Citizen’s Monitoring Committees (CMC) shall be constituted in the Budhana city to serve as a transparency mechanism on flow of project / Programme related information to citizens and key stakeholders and to garner their feedback on project / Programme processes, as described in the NGRBA Programme framework. Social audit will be conducted by the CMC as per the provisions of the NGRBA Programme framework.

iv. NMCG may depute any person to visit the SMCG/ EA for the purpose of monitoring its work and accounts of the SMCG. Full co-operation shall be provided by the EA to the persons deputed for inspection.

v. Time and cost overrun leading to delay in implementation of projects is viewed with serious concern by the Central Government and as per instructions contained in Cabinet Secretary’s D.O. letter No. 261/1/10/2000-Cabinet, dated June 4, 2001 read with Planning Commission’s D.O. letter No. O-14015/2/98-PAMD, dated 19.08.1998 (kindly visit NGRBA website/ ‘Project Monitoring’ for details), mandatory review of the project must be carried out from time to time so as to assess the expenditure trend and time schedule of the project and appropriate action against those responsible for delay shall be taken, in accordance with the instructions.

vi. The Director General, NMCG may monitor overall progress of project periodically from time to time.
## Work Schedule for Interception & Diversion Work, Budhana

### Year 1

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