

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Nagaland/CivilWork/KJ/PKG-3/2020 /1669

Date: 22.05.2023

To

The Authorized Signatory
M/s SIPL-RMN(JV)
EPC Contractor
Kohima-Jessami Road, Pkg-III
Email: sudhakarainfratech.kohima@gmail.com

Sub: "Construction of 2 lane with hard shoulder of Kohima – Jessami road on NH- 29 from existing Km 53.22 (Near Kikruma Village) to existing Km 76.32 (Near Mesulumi Village) (Design Km 51.500 to Km 74.200)- Length 22.700 Km under Bharatmala Pariyojana on EPC mode (Package- III)" – **Declaring the EPC Contractor as non-performer - reg**

Ref:

- 1) Ministry letter No., Standard operating procedure to debar/penalize/declare the Contractor/Concessionaire as Non-Performer in National Highways and other centrally sponsored road projects.RW/NH-33044/76/2021 S&R (P&B), dated 06.10.2021
- 2) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-I/02 Dated 30.07.2020
Cure Notice for Maintenance Work
- 3) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/23 Dated 19.12.2020- **Notice for Dust Nuisance in Project Road.**
- 4) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/22 Dated 19.12.2020 -**Reminder for Safety Measures**
- 5) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-I/08 Dated 04.01.2021- **Cure Notice for Maintenance Work**
- 6) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-I/09 Dated 04.01.2021- **Cure Notice for Lab Setup**
- 7) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-I/11 Dated 04.02.2021- **Cure Notice for Lab Setup**
- 8) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/50 Dated 27.02.2021 -**Notice for Slow Progress**
- 9) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-I/13 Dated 10.03.2021- **Cure Notice for Slow Progress.**
- 10) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/93 Dated 05.05.2021 **Regarding Curing of Concrete Work and Breast Wall**
- 11) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/98 Dated 15.05.2021 -**Notice for Slow Progress**

RK

- 12) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/23 Dated
24.05.2021- **Cure Notice for Slow Progress.**
- 13) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/116 Dated 22.06.2021 -**Notice for
Maintenance of Road**
- 14) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/27 Dated
01.07.2021- **Cure Notice for Maintenance Work.**
- 15) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/29 Dated
05.07.2021- **Cure Notice for Slow Progress.**
- 16) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/135 Dated 15.07.2021 -**Notice for
Maintenance of Road**
- 17) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/33 Dated
17.07.2021 **Cure Notice for Maintenance Work.**
- 18) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/35Dated
21.07.2021 **Cure Notice for Slow Progress.**
- 19) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/38 Dated
05.08.2021 **Cure Notice for Slow Progress.**
- 20) NHIDCL/GDRPL/SIPL-RMN (JV)/K-J/P-III/20-21/0116 Dated 19.08.2021 **Reply
by EPC Contractor of Cure Notice for Slow Progress**
- 21) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/37 Dated
21.08.2021 **Cure Notice for Maintenance Work.**
- 22) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/154 Dated 28.08.2021 **Regarding
Deployment of Personnel in Quality Control Laboratory**
- 23) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/44Dated
18.09.2021- **Show Cause Notice to Place in Negative List**
- 24) NHIDCL/GDRPL/SIPL-RMN (JV)/K-J/P-III/20-21/0126 Dated 04.10.2021 **Reply
by EPC Contractor for Show Cause Notice to place in Negative List**
- 25) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/48 Dated
16.10.2021- **Cure Notice for Maintenance Work.**
- 26)NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/49Dated
23.10.2021- **Cure Notice for Slow Progress.**
- 27) NHIDCL/GDRPL/SIPL-RMN (JV)/K-J/P-III/20-21/0140 Dated 06.11.2021 **Reply
by EPC Contractor of Cure Notice for Slow Progress**
- 28) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/188 Dated 19.11.2021 **Regarding
Curing of Concrete Work and Breast Wall**
- 29) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/214 Dated 21.11.2021 **Regarding
Maintenance of Project Road**
- 30)NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/58 Dated
26.11.2021- **Cure Notice for Slow Progress.**
- 31)NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/60Dated
02.12.2021- **Cure Notice for Dust Nuisance at Site.**
- 32) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/62 Dated
09.12.2021- **Cure Notice for Maintenance Work.**

RK

- 33) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-II/63 Dated 09.12.2021- **Regarding Compliance of Road Safety Report**
- 34) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-III/66 Dated 18.12.2021- **Cure Notice for Slow Progress.**
- 35) NHIDCL/GDRPL/SIPL-RMN (JV)/K-J/P-III/20-21/0158 Dated 04.01.2022 **Reply by EPC Contractor of Cure Notice for Slow Progress**
- 36) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/225 Dated 22.01.2022 **Regarding Non-Achievement of Milestone**
- 37) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-III/77 Dated 14.02.2022 **Cure Notice for Slow Progress.**
- 38) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/239 Dated 19.02.2022 **Regarding Slow Progress of Work**
- 39) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/245 Dated 02.03.2022 **Regarding Deployment of Personnel in Quality Control Laboratory**
- 40) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-III/83 Dated 09.03.2022 **Cure Notice for Distress in DBM.**
- 41) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-III/84 Dated 11.03.2022 **Cure Notice for Non-Achievement of Milestone.**
- 42) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/2020-21/VOL-III/88 Dated 13.03.2022 **Complaint against Dust Nuisance in Pfutsero Town**
- 43) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/254 Dated 16.03.2022 **Regarding Deployment of Personnel in Quality Control Laboratory**
- 44) GDRPL/NHIDCL/AE-KJ-III/238C/2020-21/257 Dated 23.03.2022 **Regarding Slow Progress of the Work**
- 45) GDRPL/NHIDCL/AE-KJ/2020-21/284 Dated 30.03.2022 **Regarding NCR Status**
- 46) GSAE2003R-III/262 Dated: 12.04.2022. **Regarding submission of RFIs.**
- 47) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/VOL-III/99 Dated: 04.05.2022 **Cure Notice for Slow Progress.**
- 48) GSAE2003R-III/271 Dated: 07.05.2022. **Regarding rectification at damaged DBM**
- 49) GSAE2003R-III/274 Dated: 19.05.2022. **Regarding deployment of Personnel in Quality Control Laboratory.**
- 50) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-III/104 Dated: 21.05.2022. **Cure Notice for lack of Manpower and Laboratory Setup**
- 51) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/VOL-III/113 Dated: 06.06.2022 **Cure Notice for Slow Progress.**
- 52) GSAE2003R-III/280 Dated: 07.06.2022. **Regarding maintenance of project road during Construction Period.**
- 53) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/VOL-III/114 Dated: 07.06.2022 **Cure Notice for Maintenance.**
- 54) GSAE2003/R-III/283 Dated: 11.06.2022. **Regarding subgrade preparation with oversized material.**

- 55) GSAE2003R-III/288 Dated: 14.07.2022 **Regarding insufficient boulder stock at quarry and slow production at crusher plant.**
- 56) GSAE2003R-III/290 Dated: 14.07.2022 **Regarding deployment of Personnel in Quality Control Laboratory.**
- 57) GSAE2003R-III/294 Dated: 16.07.2022 **Regarding filling of oversize material in Retaining walls.**
- 58) GSAE2003R-III/298 Dated: 23.07.2022 **Regarding breast wall backfilling.**
- 59) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/VOL-IV/130 Dated: 22.07.2022 **Cure Notice for Slow Progress.**
- 60) NHIDCL/PMU-PFUTSERO/KJ-III/SIPL-RMN/VOL-IV/134 Dated: 29.07.2022. **Cure Notice for Maintenance**
- 61) GSAE2003R-I/279 Dated: 23.08.2022. **Notice Regarding road maintenance.**
- 62) GSAE2003R-III/304 Dated: 23.08.2022 **Regarding Discrepancies in QC Lab.**
- 63) GSAE2003R-III/308 Dated: 31.08.2022 **Regarding Submission of RFIs.**
- 64) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-IV/139 Dated: 26.08.2022. **Cure Notice for laboratory setup and machinery.**
- 65) GSAE2003R-III/325 Dated: 18.10.2022. **Notice regarding slow progress of work.**
- 66) GSAE2003R-III/334 Dated: 26.11.2022. **Notice regarding slow progress of work.**
- 67) GSAE2003R-III/335 Dated: 28.11.2022. **Notice regarding dust nuisance.**
- 68) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-IV/155 Dated: 30.11.2022 **Cure Notice for dust nuisance at Project Site.**
- 69) GSAE2003R-III/337 Dated: 08.12.2022. **Notice regarding slow progress of work.**
- 70) GSAE2003R-III/338 Dated: 14.12.2022. **Reminder regarding recalibration of equipment with expired calibration certificates.**
- 71) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-IV/158 Dated: 15.12.2022 **Notice for recalibration of equipment with calibration certificates.**
- 72) GSAE2003R-III/343 Dated: 17.12.2022. **Regarding maintenance of project road during Construction period.**
- 73) GSAE2003R-III/347 Dated: 27.01.2023 **Notice Regarding slow progress of work.**
- 74) GSAE2003R-III/348 Dated: 28.01.2023 **Notice for non-maintenance of project highway as per Clause 10.4 of the EPC CA.**
- 75) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-V/169 Dated: 30.01.2023 **Notice as per the Clause 10.4 for Non-maintenance of Project Highway.**
- 76) GSAE2003R/500 Dated 04.02.2023 MR-02 **(Progress Detail upto 31.01.2023)**
- 77) NHIDCL/PMU-PFU/KJ-III/SIPL-RMN/VOL-V/182 dated 11.02.2023 **Notice to declare the EPC Contractor as non-performer.**

Sir,

A Contract Agreement was signed between NHIDCL (National Highways & Infrastructure Development Construction Limited) (hereinafter referred to as the 'Authority') and M/s SIPL-RMN (JV). (hereinafter referred as "the EPC Contractor") on 29th May 2020 for the work of **"Construction of two lane with hard shoulder of**

Kohima – Jessami road on NH- 29 from existing Km 53.22 (Near Kikruma Village) to existing Km 76.32 (Near Mesulumi Village) (Design Km 51.500 to Km 74.200)- Length 22.700 Km under Bharatmala Pariyojana on EPC mode (Package- III) in the State of Nagaland” at the Contract Price of **Rs. 206,26,80,480/- (Rupees Two Hundred Six Crore Twenty-Six Lakh Eighty Thousand Four Hundred Eighty)** including GST, with construction period of 24 months commencing from the Appointed Date i.e., 01st July 2020 as per the terms, conditions and covenants contained in the Contract Agreement.

2. Whereas, as per Clause 10.3(i) of EPC Contract Agreement, “*the EPC Contractor shall construct the Project Highway as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D*”. As per the Corrigendum dated 23.01.2020 which is part of the aforesaid Contract Agreement, the said Project Highway has to be constructed within 730 (Seven Hundred Thirty Days) days from the Appointed Date i.e., 1st July 2020 and the Scheduled Completion Date was 30th June 2022. The details of Scheduled Project Milestones w.r.t. targeted Financial Progress (%) as per Schedule -J and extended Project Milestones after the Extension of Time-I is tabulated below: -

Sl. No.	Project Milestone	Project Milestone Date as per Contract Agreement	Project Milestone Date after approved EOT-I	Date of achievement by the EPC Contractor
i.	Milestone – I (10%)	11.02.2021	16.08.2021	16.08.2021
ii.	Milestone – II (35%)	12.09.2021	22.08.2022	16.09.2022
iii.	Milestone – III (70%)	13.03.2022	20.02.2023	Yet to achieve (P.P-45.35%) (F.P-41.06%)
iv.	Scheduled Completion (100%)	30.06.2022	09.06.2023	

3. Whereas, the EPC Contractor has failed to achieve the desired progress in accordance with the stipulated Project Milestones. The date of extended Milestone-III(70%) as per EOT-I is 20.02.2023 but the Physical and Financial progress achieved by the EPC Contractor as on 03.03.2023 was only 45.35% and 41.06% respectively, which makes it very clear that the EPC Contractor has failed to achieve Milestone-III which clearly attracts provisions in accordance with the ibid MoRTH circular para (2), table (1) ,Sl.(1) and (2) under “Failure to set up institutional mechanism and procedure as per Contract” and has “Failed to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of time has been granted due to Authority’s Default or Force Majeure”.

Handwritten signature

4. The month wise details of Physical and Financial progress achieved by M/s SIPL-RMN(JV) up to February 2023 is tabulated as under: -

Sl. No.	Month	Progress in month (%)	Cumulative Progress (%)	Monthly Progress to be achieved as per Work-programme (%)	Work Programme	Remarks
1.	December 2020	0.62	0.62	0.30	As per Initial Work programme	Physical Progress- 45.15% Financial Progress- 41.06% as on 03.03.2023 Average Monthly Physical Progress upto 03.03.2023 1.67%
2.	January 2021	1.01	1.63	0.70		
3.	February 2021	0.68	2.31	1.00		
4.	March 2021	2.68	4.99	3.30		
5.	April 2021	2.81	7.80	2.20		
6.	May 2021	1.78	9.58	1.30		
7.	June 2021	0.76	10.34	0.90		
8.	July 2021	1.09	11.43	0.70		
9.	August 2021	2.05	13.48	1.20		
10.	September 2021	2.16	15.64	1.80		
11.	October 2021	1.50	17.14	2.80		
12.	November 2021	2.16	19.30	6.30		
13.	December 2021	0.75	20.05	10.90		
14.	January 2022	2.39	22.44	14.50		
15.	February 2022	1.24	23.68	12.80		
16.	March 2022	5.1	28.78	12.90		
17.	April 2022	1.34	30.12	10.00		
18.	May 2022	1.48	31.60	16.10		
19.	June 2022	0.48	32.08	1.47	Revised work programme as per approved EOT	
20.	July 2022	1.01	33.09	2.22		
21.	August 2022	1.21	34.30	2.18		
22.	September 2022	2.68	36.98	2.21		
23.	October 2022	1.56	38.54	5.11		
24.	November 2022	1.37	39.91	5.86		
25.	December 2022	0.57	40.48	5.84		
26.	January 2023	0.23	40.71	5.95		

PK Singh

27	February 2023	4.44	45.15	6.05		
----	---------------	------	-------	------	--	--

5. Whereas, as per clause 11.1 of the Contract Agreement, “the Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in the Agreement, specifications, standards and Good Industry Practice”. However, the EPC Contractor has caused breach of MoRTH circular RW/NH-33044/76/2021 S&R (P&B), para (2), table (1), Sl. (1) “Failed to set up institutional mechanism and procedure as per Contract” on account of but not limited to the following defaults:

- (i) The EPC contractor failed to setup complete laboratory even after 6 months of the appointed date.
- (ii) Further the curing of concrete was not done as per the manual.
- (iii) The machines were not calibrated.
- (iv) Breast Wall Backfilling with Filter Media must be in accordance with MoRT&H Clause-304.3.7. As observed, backfilling used is inappropriate and soil was dumped instead of coarse aggregate
- (v) Oversize material were used for backfilling of retaining wall in contravention of MORT&H Clause 304.3.7 & 305.4.4.
- (vi) During subgrade preparation, oversized materials were used in contravention of 305.2.1.4 MoRT&H specifications

6. Whereas, the EPC Contractor has failed to mobilize adequate manpower, machineries and ensure procurement of materials at site to achieve the Milestones targets and expediting the progress of work which clearly attract provisions in accordance with MoRTH circular RW/NH-33044/76/2021 S&R (P&B) para (2), table (1), Sl. (1) under “Failed to set up institutional mechanism and procedure as per Contract”.

7. Whereas, the Authority and Authority’s Engineer have issued several Cure notices for slow progress vide letters cited at ref. 8, 9, 11, 12, 15, 18, 19, 26, 27, 30, 34, 35, 37, 38, 44, 47, 51, 59, 65, 66, 69, 73 and for non-achievement of Milestone vide letter cited at ref. 36, 41 and Show cause notice to place in negative list vide letter cited at ref 23, for expediting the progress of work wherein the EPC Contractor was advised to mobilize adequate manpower, machineries and ensure procurement of materials at site to achieve the Milestones targets. Despite repeated instructions issued in this regard, the EPC Contractor has failed to take corrective steps for expediting the progress of work. The above defaults clearly attract provisions in accordance to MoRTH circular RW/NH-33044/76/2021 S&R (P&B), para (2), table (1), Sl. (1) “Failed to set up institutional mechanism and procedure as per Contract” para (2), table (1), Sl. (2) under “Failed to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of time has been granted due to Authority’s Default or Force Majeure”.

RK

8. Whereas Authority and Authority's Engineer have issued several notices for the maintenance of the project highway and dust nuisance at site vide letters cited at ref. 2, 3, 5, 13, 14, 16, 17, 21, 25, 29, 31, 32, 42, 52, 53, 60, 61, 67, 68, 72, 74, 75 but the EPC Contractor has not taken corrective measures and has not ensured road safety which clearly attract provisions in accordance with the MoRTH circular RW/NH-33044/76/2021 S&R (P&B) para (2), table (1), Sl. (4) under "Failed to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard."

9. Whereas the Authority and Authority's Engineer have issued several notices on laboratory setup and insufficient laboratory staff vide letters cited at ref 6, 7, 22, 39, 43, 49, 50, 56, 64 but the EPC Contractor has failed to deploy adequate manpower in the laboratory which clearly attract provisions in accordance with the MoRTH circular RW/NH-33044/76/2021 S&R (P&B) para (2), table (1), Sl. (1) under "Failed to set up institutional mechanism and procedure as per Contract".

10. Whereas, the EPC Contractor has achieved merely **Physical Progress of 45.15% and Financial Progress of 41.06% till 03.03.2023** and is clearly in breach of MoRTH circular RW/NH-33044/76/2021 S&R (P&B) para (2), table (1), Sl. (2) under "Failed to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of time has been granted due to Authority's Default or Force Majeure".

11. Whereas, EPC Contractor has failed to follow good industry practices which are inherent in the Contract Agreement and reflected poor quality of work so far. The Authority's Engineer has issued several notices for curing of constructional work at site vide letters cited at ref. 10, 28, 40, 54, 57, 58, for calibration of laboratory equipment & its discrepancies vide letter cited at ref. 62, 70, 71 and for submission of Road Safety Report/its compliance vide letter cited at ref. 4,33. These defaults attract provisions in accordance to the MoRTH circular RW/NH-33044/76/2021 S&R (P&B), para (2), table (1), Sl. (1) under "Failed to set up institutional mechanism and procedure as per Contract".

12. Whereas, the Contractor has neither submitted a realistic work programme to complete the balance work nor any proper planning for procurement of construction materials, Machineries, and other ancillary items in order to complete the project in the specific period of time which has resulted in loss of valuable Project time this default attract provisions in accordance to the MoRTH circular RW/NH-33044/76/2021 S&R (P&B), para (2), table (1), Sl. (1) under "Failed to set up institutional mechanism and procedure as per Contract".

20/11/23

13. Whereas, the above facts of Omission and commission of the EPC Contractor has resulted in: -

- i. Immense public suffering because the completion of the aforesaid project is getting delayed, and the said project is of great significance as well of strategic importance.
- ii. The Authority is losing goodwill amongst the people of Nagaland.
- iii. The Authority is losing reputation and credibility in eyes of its stakeholders

14. Whereas, Authority has extended all possible support to expedite the progress of the project including relaxation in Schedule-H, granting of Extension of Time and exemption on deduction of Retention Money. But the EPC Contractor has shown insufficient intention to execute the project as per the Contract Agreement for the reasons solely attributable to the EPC Contractor.

15. Hence, the EPC Contractor has caused the breach to the following clauses of the Ministry circular no RW/NH-33044/76/2021 S&R (P&B), dated 06.10.2021

- i. *Failed to set up institutional mechanism and procedure as per Contract.*
- ii. *Failed to complete or missed milestone and progress are not commensurate with contiguous unencumbered project length/ ROW available even after lapse of 6 months from respective project milestone/ Schedule Completion date, unless Extension of time has been granted due to Authority's Default or Force Majeure.*
- iii. *Failed to fulfil its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard.*

16. Whereas, in compliance of the MoRTH Circular No.RW/NH-33044/76/2021 S&R (P&B), dated 06.10.2021, Authority had issued show cause notice dated 11.02.2023 to declare the EPC Contractor as Non-Performer with a request to submit their reply within stipulated period of 15 days. However, no reply is received from the EPC Contractor w.r.t the said notice till date.

17. In view of the above facts and circumstances, the Authority is constrained and left with no other option but to declare the EPC Contractor M/s SIPL-RMN (JV) as Non-Performer till the completion of the project.

18. In view of para 8 of the MoRTH Circular No.RW/NH-33044/76/2021 S&R (P&B), dated 06.10.2021, "*Upon Declaration of non-performer, the Contractor will not be able to participate in any bid with MoRTH or its executing agencies till such time the Contractor is removed from the list of non-performers or the debarment persists. The Contractor shall include its JV partners, promoters whose credentials were considered while qualifying them for the project. Non-performer/debarment status of a bidder on the bid-due date will be the criteria for eligibility of a bidder to participate the said bid*".

RLW

19. This is without prejudice to other rights and remedies available under the applicable laws.

20. This issues with approval of the Competent Authority.

Yours sincerely,



**(M. RITEN KUMAR SINGH
Executive Director (Tech)
NHIDCL, HQ**