

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)

WITHOUT PREJUDICE

NHIDCL/MHA/BIP/211084/2020-21/2090

Date: 03.04.2023

To,

M/s. Hindustan Windows Mfg. Co.,  
11, Clive Row (3rd Floor, Room No. 1),  
Kolkata, West Bengal - 700001.  
Contact No.: 033-22424655,  
Email: hindustanwindows@yahoo.com

[Kind Attention: Sh. K L Dhariwal, Sh. Rajesh Dhariwal]

**Sub:** Construction and Installation of prefabricated Office cum Residence in the States of Arunachal Pradesh, Uttarakhand and Sikkim in high altitude remote areas (Package-I)- Termination-Order under Article 53 of the Contract Agreement-reg.

- Ref:**
1. NHIDCL/MHA/BIP/Pkg-I/2020-21/382 dated 23.12.2020.
  2. Contract Agreement dated 29.12.2020.
  3. Minutes of Meeting held in NHIDCL HQ dated 30.03.2022.
  4. NHIDCL/MHA/BIP/Package-I/2021-22 dated 30.03.2022.
  5. NHIDCL/MHA/BIP/Package-I/2021-22/1925 dated 19.05.2022.
  6. Minutes of Meeting held in NHIDCL HQ dated 29.06.2022.
  7. Minutes of Meeting held in NHIDCL HQ dated 06.10.2022.
  8. NHIDCL/RO-ITA/07/MISC/2021-22/3731 dated 14.11.2022
  9. Minutes of Meeting held in NHIDCL HQ dated 22.11.2022.
  10. NHIDCL/RO-ITA/02/MHA/BIP/2022-23/4179 dated 27.01.2023.

Sir,

WHEREAS, M/s. Hindustan Windows Mfg. Co has been awarded the work of "Construction and Installation of prefabricated Office cum Residence in the States of Arunachal Pradesh, Uttarakhand and Sikkim in high altitude remote areas (Package-I) vide NHIDCL/MHA/BIP/Pkg-I/2020-21/382 dated 23.12.2020 for the contract price of Rs. 23, 33, 65, 976/-

*Dr*  
03/04/2023

2. **WHEREAS**, the Contract Agreement was signed on the 29<sup>th</sup> day of December, 2020 between National Highways & Infrastructure Development Corporation Limited (hereinafter referred as "NHIDCL") and M/s. Hindustan Windows Mfg. Co. (hereinafter referred as "Contractor"). In accordance with para 33.1 of ITB of the Contract Agreement, the Contractor has submitted a Bank Guarantee amounting to Rs 70,00,979/- (Rs Seventy Lakh Nine Hundred Seventy Nine only) towards performance security on 23.01.2021.
3. **WHEREAS**, upon furnishing the Performance Security as stipulated and signing of the Contract Agreement, it was instructed to proceed with the execution of the said work, with a completion period of 09 (nine) months.
4. **WHEREAS**, as per the Note 2 in Section VI of the Contract Agreement (refer page no 258 of CA), the design drawings had to be vetted from an IIT/NIT/any reputed Government Institution. The designs were submitted to IIT, Bombay (as directed by IB MHA) and the same were rectified and revised as specified by the IIT Professors. However, as the approval from IIT, Bombay was delayed from April 2021 to June 2021 affecting the work substantially, the approval of the designs was obtained from IIT, Delhi on 12.07.2021. However, it has been intimated by the RO that ink signed copy of vetted Design and Drawing is still not submitted even after a delay of more than 619 days.
5. **WHEREAS**, as per clause 18.6 of the CA, a sample structure had to be erected in the fabrication yard/factory at Kolkata within **30 (Thirty) days time** after the approval of the designs by the Engineer In-Charge and the same had to be inspected by the Employer/Engineer In-Charge within 7 (seven) days of the intimation by Contractor.
6. **WHEREAS**, due to exigency of the work as well as onset of the COVID-19 pandemic, it was mutually agreed that the sample structure may be erected at Dungti (in Package II). The location was finalized and it was intimated to start the work on site on 16.06.2021. However, the work at site was started on 15.08.2021 after a delay of 61 days.
7. **WHEREAS**, the work was undertaken by M/s. Hindustan Windows Mfg. Co and the sample structure to be constructed in 30 (Thirty) days was finally completed and handed over to the end user on 27.01.2022 i.e., after a delay of 196 days.
8. **WHEREAS**, since majority of the structures in Pkg-I had to be constructed in the North East (Arunachal Pradesh and Sikkim) and rains in the NE were likely to commence from June, 2022 onwards, adversely affecting the working season; in order to make the best use of the working season available, go ahead for construction of all 19 structures in this package without the construction of the pilot structure was given by NHIDCL on 01.04.2022.

*De*  
09/01/23

9. WHEREAS on waiver of condition for construction of pilot structure in this package, go ahead for all the locations was given on 01.04.2022, and keeping in view the exigency of work and on the contractor's request, an amount of Rs. 1,94,54,790/- was released by NHIDCL as per Serial No 1 of the table in Clause 40.2 of the Contract Agreement even though no physical work had been carried out in this package. The payment was released on 24.05.2022 to maintain proper cash flow with the contractor.

10. WHEREAS, it was intimated time and again that the progress of work is very slow and needs to be expedited so that desirable progress of works can be achieved at all locations vide various meetings held in NHIDCL HQ dated 30.03.2021, 29.06.2022, 06.10.2022 & 22.11.2022. However, no work has been initiated by M/s. Hindustan Windows Mfg. Co at any of the 19 locations in this package till date even after a delay of 355 days.

11. WHEREAS vide the meeting held at NHIDCL HQ on dated 22.11.2022, it was instructed and agreed upon by M/s. Hindustan Windows Mfg. Co that the sample structure (in package 2) should be completed by 15.12.2022 in all respects and the 07 locations where no issue was encountered in shifting of material had to be started and completed latest by 15.01.2023. (refer MoM dated 22.11.2022)

12. WHEREAS, it was also intimated that failure to comply with these instructions shall be dealt as non-compliance of the Contract Agreement and necessary action shall be initiated against M/s. Hindustan Windows Mfg. Co as per the provisions of the Contract Agreement.

13. WHEREAS, on various junctures Slow Progress Notices and warning were issued to M/s. Hindustan Windows Mfg. Co vide NHIDCL/RO-ITA/07/MISC/2021-22/3731 dated 14.11.2022 for slow progress and in this regard proved to be an exercise in futility and could not yield desired results.

14. WHEREAS, as per the meeting held with ED (P), RO, Itanagar on 22.12.2022, it was agreed by M/s. Hindustan Windows Mfg. Co that *"a Joint reccee will be carried out and subsequent commencement of the work be started from 1<sup>st</sup> week of January, 2023. Also, work in all respect is expected to be completed within 90 days from the commencement"*. However, no firm intention shown by M/s. Hindustan Windows Mfg. Co till this date even after a delay of more than 90 days, and no work has been initiated on any location which shows the contractor's lackadaisical approach towards the completion of such important project as already pointed out by NHIDCL.

  
03/04/2023

15. The failure of M/s. Hindustan Windows Mfg. Co towards achieving the targets as agreed upon in the meetings on 22.11.2022 held at NHIDCL HQ have only justified the lack of planning and co-ordination and also inadequate resources deployed on site for the subject work.

16. Keeping in view the above facts, M/s Hindustan Windows Private Limited has been found to be in default as per Article-53 of the Contract Agreement in respect of the following clauses:

Sr. no.	Clause of the Contract Agreement	Description
1	Clause 53.2 (a)	The contractor stops the work for 28 days when no stoppage of work is shown in the work programme and the stoppage has not been authorized by the Engineer In-Charge
2	Clause 53.2 (c)	The Engineer/Employer gives notice that failure to correct a particular defect is a fundamental breach of the contract and the contractor fails to correct it within as reasonable period of time determined by the Engineer.
3	Clause 53.2 (e)	The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in clause 45;

17. WHEREAS, an Intention to Terminate the Contract Agreement was also issued vide letter no. NHIDCL/RO-ITA/02/MHA/BIP/2022-23/4179 dated 27.01.2023 to M/s Hindustan Windows MFG. Co, keeping in view the above stated facts and substances, it is evident that M/s Hindustan Windows Mfg. Co have failed to adhere with the various timelines stipulated during various meetings.

18. M/s Hindustan Windows Mfg. Co vide letter no HW/NHIDCL/Package-I/2022-23 dated 07.02.2023 replied to the said Intention to Termination Notice dated 27.01.2023, which was found to be non-satisfactory. In the light of aforesaid facts and circumstances, non-exhaustive fundamental breach of the contract and Contractor's persistent & sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the Project, the Authority has now after giving sufficient time to cure the defaults and extending all possible support to the Contractor and after observing no improvement in the attitude of the Contractor with the sole intention of gaining monetary benefits from the Authority without doing the work,

*De*  
03/04/2023

is left with no other option but to terminate the contract with M/s Hindustan Windows Mfg. Co forthwith in accordance with Article 53 of the Contract Agreement with immediate effect. The Contract Agreement is hereby terminated with immediate effect.

19. Upon termination of this Agreement in accordance with the terms of Article 53, the provisions of Article 54 shall henceforth apply.

20. This order is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and applicable law

21. This issues with the approval of Competent Authority.

  
(M. S. Deol)

Executive Director (T)  
NHIDCL HQ, New Delhi

Copy to:

- i. PS to MD NHIDCL
- ii. PS to Dir (T)
- iii. ED(T/P)s, NHIDCL
- iv. GM (IT), NHIDCL HQ (to upload the notice on the website)
- v. Shri. Anil Kumar Saha, Additional Deputy Director, IB MHA for information please.