

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
दूसरी मंजिल, ट्रांजिट हॉस्टल ऑफिसर्स क्लब, लाम्फेल, मणिपुर- 795004

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
2nd Floor, Transit Hostel, Officers' Club, Lamphel, Manipur-795004,
Tel. No.: +91385-2416303, Email ID: ro-imphal@nhidcl.com

(भारत सरकार का उद्यम)



WITHOUT PREJUDICE

NHIDCL/RO-Imphal/R&R/I-K/Km 274.610 to Km 297.700 /2022-23

105

20.04.2023

To

M/s SL Infra Project (India)
AK Azad Road, Rehabari
House No. 106, Byelane Sarada Girls Hostel
Kamrup (M), Guwahati, Assam-781008

Sub: Restoration & Rehabilitation of NH-02 of Imphal-Kohima Road (Daili to Kuraopokpi) from Km 274.610 to Km 297.700 in the state of Manipur on Item Rate Basis (2nd Call)-**Termination Notice in pursuance to Clause 53.1 & 53.2 (a) & (i) of Section V of the Contract Agreement-reg.**

Ref:

- (i) Show Cause Notice no. NHIDCL/RO-Imphal/I-K/Maint./2022-23 dated 18.03.2023.
- (ii) PMU Senapati Letter No. NHIDCL/PMU-Senapati/I-K/R&R/Daili to kuraopokpi/2022-23/2534 dated 11.03.2023.
- (iii) Contractor email dated 04.03.2023
- (iv) Termination Notice NHIDCL/RO-Imphal/I-K/Maint./2022-23/2058 dated 04.03.2023

Sir,

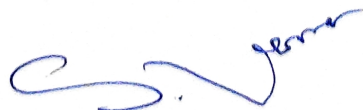
The sum and substance of the above letters/emails/meetings/proceedings is that you have continuously missed committed milestones, project timelines and all the assurances, written and oral, made through various reply either as answer to the above notices/reviews or commitments to Authority. All your said replies are part of record with this office. The reasons for occurring the said defaults are solely attributable to you.

2. Whereas, the subject project was awarded to the contractor M/s SL Infra Project (India) on 09.03.2022, and the date of commencement of the project was fixed as 16.03.2022. The salient features of the project are as under:

Contract value	Rs. 3,14,61,794.75/- (inclusive of all taxes)
Contract agreement signed on	07.04.2022
Date of Commencement	16.03.2022

Completion date as per CA	15.09.2022
Actual Completion date	-
Performance Bank Guarantee	PBG No. 0620NDLG00001022 (ICICI Bank) dated 14.03.2022 amounting to Rs. 15,73,090/- valid upto 16.09.2023.

3. Whereas, the stipulated completion period of the project was for 06 months i.e. by 15.09.2022. However, the subject project is still not completed by the Contractor.
4. Whereas, time and again, the Contractor was instructed to mobilize sufficient man-power and machineries at site in order to pace up the construction work for timely completion of the project.
5. Whereas, more than 13 months have elapsed since the commencement of the project, however, the subject work has not yet been completed even after such an inordinate delay. As informed by PMU Senapti, the present Physical progress is only 48.00 % and Financial Progress is only 44.89 %.
6. Whereas, the Authority, vide several letters under references, instructed and cautioned the Contractor from time to time to execute the subject work with high standard of execution in a time bound manner. However, despite repeated written and verbal instruction to gear up resources, machineries and manpower on ground for timely completion of the subject work, the progress of work at site has been abysmally slow and sluggish.
7. Whereas, the Authority issued a Termination Notice dt. 04.03.2023 vide ref (vii) to the Contractor due to poor progress & performance of the subject work. The reply to the Termination Notice received from the Contractor vide email dated 04.03.2023 was found unsatisfactory. Further, PMU Senapti vide ref (ii) stated that the Physical Progress of the subject project since the issuance of Termination Notice dt. 04.03.2023 is merely Nil.
8. Whereas, the Contractor is well aware that the Imphal-Kohima Road is of utmost importance for the state of Manipur which is broadly regarded as the second lifeline of Manipur and hence, the project needs to be implemented with high standard of execution in a time bound manner.
9. Whereas, a show cause notice was also issued to the Contractor vide this office letter under ref (i) dated 18.03.2023 in pursuant to Clause 53.1 & 53.2 (a) & (i) of Section V of the Contract Agreement, Article-3 (consequences of Breach) of Integrity Pact of CA and subsequently, debarred M/s SL Infra Project (India) for a period of 2 years from participating in future bids of NHIDCL if contractor fails to provide a satisfactory reply within 7 (seven) days from the issuance of the show cause notice against which no reply has been received till date from M/s S L Infra Projects (India).
10. Whereas, the Contractor's above acts of Omission and Commission have resulted in:-
- The Authority is losing goodwill of the people and is also incurring the wrath of the State of Manipur.
 - The Authority is losing market reputation and credibility in the eyes of its Stake holders.
11. Whereas, the Contractor has breached the terms and conditions of the Contract Agreement under clause 53.2 (a) & (i) of Section V of the Contract Agreement, which reads as follows:



The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but not limited to the following:


- (a) The Contractor stops work for 10 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (i) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified;

12. In light of the aforesaid facts and circumstances, the Competent Authority of NHIDCL is of the view that the Contract Agreement with M/s SL Infra Project (India) is hereby terminated with immediate effect in accordance with Clause 53.1 & 53.2 (a) & (i) of Section V of the Contract Agreement.

Further, the Performance Security and Retention Money submitted by the Contractor shall be encashed in pursuant to Clause 53.3 (a) of the Contract Agreement, and the Contractor shall be debarred for a period of 02 years from participating in future bids of NHIDCL.

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

14. This issues with the approval of the Competent Authority.


(Sushil Verma)
DGM(P), RO-Imphal

Encl: As Above.

Copy to:

- (i) PS to MD, NHIDCL HQ, New Delhi.
- (ii) PS to Director (Tech), NHIDCL HQ, New Delhi.
- (iii) ED (V) NHIDCL HQ, New Delhi.
- (iv) GM(IT), HQ NHIDCL, New Delhi- *with a request to put the notice on the website*
- (v) DGM (T), Manipur Division, NHIDCL HQ, New Delhi.
- (vi) GM (P), PMU Senapati, Manipur.
- (vii) Relevant File.