

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

No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/ 1430

Date: 07.06.2022

To

M/s Garg Sons Estate Promoters Pvt Ltd
260, Sector 9-C Chandigarh - 160009
Email: racgarg@yahoo.com
Contact No. 8146100000

[Kind Attention: Sh. Rahul Garg, Authorized Signatory]

Subject: Construction and Upgradation of Existing Road to 2-Lane with Paved Shoulder including Geometric Improvement from Ranipool to Pakyong from Km 2.000 to Km 16.167 (Balance Work) of NH-717 A on EPC basis under SARDP-NE Phase 'A' in the State of Sikkim-Termination under Article 23.1(ii) of the Contract Agreement-Reg.

Ref.:

- I. HQ-NHIDCL letter no. NHIDCL/Sikkim/NH-717A/Km 2-16/2021/955 dated 07 Jul 2021
- II. PMU-Ranipool letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/665 dated 16 Sep 2021
- III. PMU-Ranipool letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/676 dated 18 Sep 2021
- IV. PMU-Ranipool letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/727 dated 01 Oct 2021
- V. AE letter no. ALTIND-NHIDCL/Sikkim/GSEPPL/2021/303, dated 12 Oct 2021
- VI. EPC Contractor letter No. GSEPL/NHIDCL/Sikkim/2021-22/22, dated 18 Oct 2021
- VII. PMU-Ranipool letter no. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/0-2/2020-21/791, dated 25 Oct 2021.
- VIII. AE letter no. ALTIND-NHIDCL/Sikkim/GSEPPL/2021/315, dated 28 Oct 2021
- IX. EPC Contractor letter no. GSEPL/NHIDCL/SIKKIM/2021-22/25, dated 06 Nov 2021
- X. PMU-Ranipool letter no. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/836, dated 10 Nov 2021.
- XI. EPC Contractor letter no. GSEPL/NHIDCL/SIKKIM/2021-22/30, dated 18 Nov 2021
- XII. PMU-Ranipool letter no. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/851, dated 18 Nov 2021.
- XIII. EPC Contractor letter no. GSEPL/NHIDCL/SIKKIM/2021-22/32, dated 24 Nov 2021
- XIV. Minutes of Meeting held on 29 Nov 2021.
- XV. Minutes of Meeting held on 12 Jan 2022.
- XVI. PMU-Ranipool letter no. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/1046, dated 21 Jan 2022.
- XVII. EPC Contractor letter no. GSEPL/NHIDCL/SIKKIM/2021-22/44, dated 03 Feb 2022.
- XVIII. Order of Honble High court on writ petition filed by M/s Garg & Sons
- XIX. EPC contractor letter no GSEPL/NHIDCL/Sikkim/2021-22/45 dated 9th Feb 2022.
- XX. EPC Contractor letter no. GSEPL/NHIDCL/Sikkim/2022-23/03 dated 19th April 2022

- XXI. NHIDCL, HQ letter no. NHIDCL/HQ-SikkimWB/Ranipool-Pakyong/2021-22/Km 2.00-Km 16.167/1404 dated 17th May'2022
- XXII. EPC Contractor letter No. GSEPL/NHIDCL/SIKKIM/2022-23/05 dated 19th May 2022.

Sir,

1. **WHEREAS**, Letter of Award (LOA) for the work of *"Construction and Upgradation of Existing Road to 2-Lane with Paved Shoulder including Geometric Improvement from Ranipool to Pakyong from Km 2.000 to Km 16.167 (Balance Work) of NH-717 A on EPC basis under SARDP-NE Phase 'A' in the State of Sikkim"* (hereinafter referred as "Project") was issued to M/s Garg Sons Estate Promoters Pvt Ltd, 260, Sector 9-C Chandigarh - 160009 (hereinafter referred as the "Contractor") on 07 Jul 2021 by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the "Authority");
2. **WHEREAS**, the Contract Agreement for executing the subject work was signed on 16 Aug 2021 between Authority and the Contractor and the Appointed Date for the project was fixed as 10 Sep 2021 and vide letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2021-22/665 dated 16 Sep 2021, the same was communicated to EPC Contractor.
3. **WHEREAS**, as per Article 4.1(i) of the Contract Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction and maintenance of the Project Highway and observe, fulfill, comply with and perform its obligations set out under the Contract Agreement and moreover follow the Contract Agreement and the obligations thereon with full adherence, diligence and sincerity;
4. **WHEREAS**, Authority Engineer vide letter no. ALTIND-NHIDCL/Sikkim/GSEPPL/2021/303, dated 12 Oct 2021 conveyed the Contractor about their defaults regarding non-appointment of design director and safety consultant as per Article 10 of Contract Agreement & non-mobilization of manpower, construction equipment and material. Authority Engineer also stated that this activity attracts Article 23 of contract agreement. Hence, advised the Contractor to deploy necessary manpower, machinery and other resources so that the project shall be completed in accordance with schedule J of contract agreement.
5. **WHEREAS**, Contractor vide their letter at ref (vi) above intimated that the Contractor had not abandoned the site but have been requesting the Authority to fulfill the basic and preliminary contractual obligation regarding handing over of encumbrance free land and non-termination of previous contract, as such no action under Article 23 of Contract Agreement is called for.
6. **WHEREAS**, AE vide their letter at ref (viii) intimated the EPC Contractor that the said letter at ref (v) above is not the NOTICE under Article 23 of the contract so withdrawing the letter has no relevance. However, the attitude of EPC Contractor towards completion of the project certainly requires action under Article 23 of CA. Therefore, AE again requested and advised the Contractor to start the activities for commencement of works and mobilize sufficient resources at the site so that the project can be completed as per schedule of time with a positive attitude.

7. Whereas, 100% ROW is available along the project Highway since the exit of earlier engaged contractor, except at 9 locations/patches comprising 1200 mtr length due to structures and left out/missed out land.
8. **WHEREAS**, the "Scope of the Project" has already been defined in the Contract Agreement under Article 2 of Contract Agreement and the Contractor has already acknowledged the same as per Article 6 of the Contract Agreement.
9. **WHEREAS**, the Contractor is giving untenable reasons for delay in commencement of work as they have no valid reasons for the delay except for the indifferent approach to the work. **WHEREAS**, neither the Contractor has mobilized any manpower, material, plants & machinery at site nor any steps taken regarding the same , thereby causing delay in execution/commencement of the project.
10. **WHEREAS**, the project highway is very important highway and needs to be maintained traffic worthy at all the times, as per clause 10.4 of CA by EPC contractor , as it connects to the only Airport of Sikkim State i.e Pakyong Airport. In spite of repeated requests and written communication vide letter under ref (iii & iv) the Project Road is not being maintained causing inconvenience to road users and causing adverse criticism to NHIDCL. Also, it has been observed that no proper attention has been given for maintenance of existing road in spite of the fact that various complaints were floated against maintenance work & safety of the existing road by District Administration.
11. **WHEREAS**, due to poor maintenance of existing roads, many vehicles broke down and caused loss to public property leading to loss of reputation to NHIDCL in the region. The existing lane(s) of the project highway are getting worse due to unattended site/non-commencement of the Civil Works by the EPC Contractor.
12. **WHEREAS**, EPC Contractor has also been found to be defaulted in fulfilling their obligations per the details given below-

S.N	Clause No.	Obligation	Time Period (Due date)	Actual Status
1	10.1 (i) (c)/ Sch-F	Applicable permits for Crushing Plant, WMM & HM Plant, RMC Plant including Labour License & other applicable permits	20 days (30 Sep 2021)	Yet to be arranged by the EPC Contractor
2	10.1 (i) (d)	Arrangements for quarrying of materials needed for project highway.	20 days (30 Sep 2021)	Yet to be arranged by the EPC Contractor
3	10.1 (iii)	Work Programme to be submitted using Network techniques.	30 days (10 Oct 2021)	Yet to be submitted by the EPC Contractor
4	10.1 (iv)	Computation of scope of various items of works specified in Sch-H by the EPC Contractor.	-	Yet to be provided by the EPC Contractor.
5	10.1 (v)	Appointment of Safety Consultant	-	Profile submitted by EPC Contractor

				on 16 Sep 2021 which was returned by AE on 24th Sept 2021 for compliance . The same is yet to be re-submitted by the EPC Contractor.
6	10.2 (i) & 10.2 (iv)	Design & Drawings of the Project Highway	-	No Design & Drawing submitted by the EPC Contractor.
7	10.2 (ii)	Appointment of Proof Consultant		Profile submitted by EPC Contractor on 16 Sep 2021 was returned by AE for compliance of observations on 24 Sep 2021. The same is yet to be re-submitted by the EPC Contractor.
8	10.3	Construction of the Project Highway	-	Yet to be commenced by the EPC Contractor.
9	11.2 (ii)	Submission of Quality Assurance Plan	30 days (10 Oct 2021)	Yet to be submitted by the EP Contractor
10	11.2 (iii)	Procurement of all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples and qualified personnel as are necessary for examining and testing the Project Assets and workmanship	-	Yet to be complied by the EPC Contractor
11	11.7	Submission of MPRs	Monthly	No MPR submitted since Appointed Date
12	11.18	Engagement of staff & labour	-	NO staff and Labour available at Site.
13	Article 20/ Sch-P	Evidence of Insurance Cover	10 days (20 Sep 2021)	Yet to be submitted by the EPC Contractor

13. WHEREAS, MD, NHIDCL reviewed the progress of the project fortnightly. In all such meetings dated, 25 Aug 2021 & 20 Sep 2021, you had committed to mobilize the

adequate resources in the project and to achieve the targets of various work activities. However, neither mobilization of resources nor a single target could be achieved by your team. The above table clearly reflects validates the same.

14. **WHEREAS**, the Contractor has showed very careless attitude, casual approach and no intention to execute the works, at the same time not attending the review meetings of MD-NHIDCL called on 12 Oct 2021, RO-Gangtok on 05 Oct 2021 & 26 Oct 2021 and PMU-Ranipool on 08 Oct 2021 & 26 Oct 2021.
15. **WHEREAS**, NHIDCL PMU-Ranipool vide letter at ref (vii) above issued SHOW CAUSE NOTICE to the EPC Contractor for their explanation upon their slow progress of the work within 07 days from the date of issuance of the notice. However, the EPC Contractor vide their letter at ref (ix) above submitted their reply to the SHOW CAUSE NOTICE, which reflects mostly about the internal matters of NHIDCL and explanation for none of the points/defaults mentioned in the SHOW CAUSE NOTICE have been provided by the EPC Contractor.
16. **WHEREAS**, NHIDCL PMU-Ranipool vide letter at ref (x) above issued NOTICE FOR PLACING IN NEGATIVE LIST OF NHIDCL to the EPC Contractor and asked their explanation on their slow progress of the work within 15 days from the date of issuance of the notice. However, the EPC Contractor vide their letter at ref (xi) above submitted their reply to the SHOW CAUSE NOTICE, mentioning only superficial reasons without giving concrete justification for their defaults which shows that the EPC Contractor is not interested to execute the project works.
17. **WHEREAS**, NHIDCL PMU-Ranipool vide letter at ref (xii) above issued a CURE PERIOD NOTICE to EPC Contractor in pursuance of Clause 23.1. (i) of Article 23 of the Contract Agreement to cure the Defaults mentioned in above paragraphs, within a Cure Period of 60 (Sixty) days from date of issuance of the notice but no positive action in this regard was taken by EPC contractor.
18. **WHEREAS**, the EPC Contractor vide their letter at ref (xiii) above submitted their reply to the NOTICE, which ignored the issues raised by NHIDCL and have submitted their own points in the reply to the said Notice. The blatant ignorance of the EPC Contractor to the defaults mentioned by NHIDCL in the CURE PERIOD NOTICE and failure of Contractor to fully mobilize at site despite support from NHIDCL and Authority's Engineer, once again shows that the EPC Contractor has no intention to execute the project work.
19. **WHEREAS**, NHIDCL PMU-Ranipool intimated to EPC contractor in the meetings with the EPC Contractor, on 29 Nov 2021 (ref-xiv above) at PMU office and on 12 Jan 2022 (ref-xv above) through video conference, to fully mobilize all resources and start the work. However, the EPC Contractor has not taken any step to start the work despite assurances from AE and NHIDCL that the site would be available without any hindrances from representatives of previous contractor.
20. **WHEREAS**, it has become evidently clear that the Contractor has failed to comply with the conditions set forth in the Contract Agreement and the directions given by the Authority regularly and only resorted to false assurances as the civil works are yet to be commenced at Site even after the start of working season, in spite of the fact which the contractor is very well aware of that North Eastern region is having limited working seasons.

21. **WHEREAS**, the Contractor seems not to be in a position to execute the Contract within the provision of the Contract Agreement and continues to be in default of the obligations as brought out in the SHOW CAUSE NOTICE, leading to major material adverse effect on the contract.
22. **WHEREAS**, the unprofessional and non-serious attitude of the EPC Contractor towards the subject project cannot be tolerated.
23. **WHEREAS**, Contractor's above acts of Omission and Commission has resulted in:
- i. Immense Public Suffering because the said project on which you are working and which has been delaying, is crucial and has strategic importance.
 - ii. The Authority is losing goodwill in the eyes of the people of Sikkim.
 - iii. The Authority is losing reputation and credibility in the eyes of its stakeholder.
24. **WHEREAS**, the Contractor has breached the Contract Agreement, inter-alia with the following defaults in terms of the clause 23.1.1 of Article 23 of the Agreement:
- d. *The Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority;*
 - e. *The Contractor failed to proceed with the Works in accordance with the provisions of clause 10.1 or stops Works and/or Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Authority's Engineer;*
 - p. *The Contractor has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement; or*
 - q. *The Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.*
25. **WHEREAS**, the Authority extended all possible support & efforts to expedite the progress of project but the Contractor has shown no intention to execute the project as per Contract Agreement for the reasons solely attributable to you ;
26. **WHEREAS**, in light of the aforesaid, non-exhaustive fundamental breaches and in view of the Contractor's persistent and sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the Project, NHIDCL PMU-Ranipool vide letter at ref (xvi) above issued its Intention to Terminate the Contract Agreement in accordance with Clause 23.1(ii) of the Contract Agreement and granted 15 days to the Contractor to make a representation, if any.
27. **WHEREAS**, the EPC Contractor vide their letter at ref (xvii) above submitted their reply to the NOTICE for intention to Terminate issued by NHIDCL. The EPC Contractor denied its default and instead alleged NHIDCL on some issues.
28. **WHEREAS**, EPC Contractor had filed a Writ Petition before the Hon'ble High Court of Delhi and the same was registered as W.P.(C) 2090/2022, titled as M/s Garg Sons Estate Promoters Pvt. Ltd. versus National Highways & Infrastructure Development Corporation Limited & Anr., praying therein the following reliefs:

(a) Issue a writ of mandamus, order or direction commanding the respondent to place on record the purported foreclosure (i.e., the agreement of foreclosure) or termination of the earlier contract with M/s NPCCL, for "construction and upgradation of existing road to 2-land with paved shoulder including geometric improvement from Ranipool to Pakyong from km 2.000 to km 16.167 of NH-717A'.

(b) Issue a writ of mandamus, order or direction commanding the respondent to place on record the final bill of the earlier contractor (M/s NPCCL) for "construction and upgradation of existing road to 2-land with paved shoulder including geometric improvement from Ranipool to Pakyong from km 2.000 to km 16.167 of NH-717A".

(c) Issue a writ of certiorari for quashing the impugned Notice for intention to terminate the contract under clause 23.i.ii of the agreement (Annexure P-24), as illegal and arbitrary.

(d) Issue a writ of certiorari for quashing the impugned Notice for placing the petitioner in the "Negative List" (Annexure P-19), as illegal and arbitrary;

(e) Issue a direction to the respondents to produce the entire record pertaining to the case;

29. The Hon'ble High Court of Delhi, vide order dated 09.02.2022 passed the following:

"I have heard Mr. Rajshekhar Rao & Ms. Geeta Luthra, I have been informed after the last date of hearing, the petitioner herein has submitted a reply to the show cause notice issued by respondent no.01 on January 21, 2022.

If that be so, appropriate shall be that the respondent No. 01 shall consider the reply and pass orders.

With the above, the writ petition is closed."

30. WHEREAS, NHIDCL wanted to extend all possible support & efforts to the EPC Contractor in the interest of the project work, hence NHIDCL wanted to grant another opportunity to the EPC Contractor, if Contractor undertakes to commence the work and achieve the required milestones as per the contract agreement.

31. WHEREAS, EPC Contractor vide their letter no. GSEPL/NHIDCL/SIKKIM/2021-22/45, dated 09 Feb 2022 issued Termination Notice under clause 23.2 (ii) of CA to Authority. This represents that the EPC Contractor is not interested to take up the works of subject project.

32. WHEREAS, EPC Contractor vide their letter no. GSEPL/NHIDCL/SIKKIM/2021-22/46 dated 24.02.2022 issued Termination of Contract under Clause 23.2(ii) of the Contract Agreement, which is not contractually tenable, as the notice has been served without giving Cure Period Notice of 90 days or such longer period as has been expressly provided in the Agreement as per Clause 23.2.(i) and the same has been denied vide letter no NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2022-23/10 dated 06.04.2022.

33. WHEREAS, vide letter No.GSEPL/NHIDCL/SIKKIM/2021-22/44 dated 03.02.2022 the EPC Contractor submitted its reply against the intention to termination notice

dated 03.02.2022 and the same has been examined. The reply of the EPC Contractor is rejected on the following grounds:

- i. *The EPC Contractor has denied the validity of the NOTICE issued to them by NHIDCL PMU-Ranipool vide letter at ref- (xvi) above. In regard to the same it may be noted that the NOTICE has been issued with the approval of the Competent Authority of NHIDCL. Therefore, the NOTICE stands valid and testament to the defaults committed by the EPC Contractor and their denial of the same.*
- ii. *Time and again NHIDCL as well as the Authority's Engineer have intimated that the site has already been handed over to EPC Contractor (M/s Garg Sons Estate Promoters Pvt Ltd) and there is no hindrance for them to fulfill their obligations stipulated in CA dated 16 Aug 2021. The original EPC Contractor (M/s NPCC Ltd) has already winded up his activities from the project site and the entire project road has already been handed over to M/s Garg Sons Estate Promoters Pvt. Ltd for execution of work as per the EPC Contract. Therefore, the statement that the earlier contractor is preventing him from taking up the work at site is not correct. M/s Garg Sons Estate Promoters Pvt. Ltd has not started any activities at site even the obligations required prior to commencement of work have not been completed till date.*
- iii. *The representation of EPC Contractor regarding Joint Survey is found to be false as the entire length of the project site was already visited Jointly by the NHIDCL, AE & EPC Contractor representative as per Article 8.2 (i) of CA and subsequently, Handover Memorandum was signed between NHIDCL, Authority Engineer & EPC Contractor on 10 Sep 2021. It is also to apprise that the Survey team of EPC Contractor had conducted survey along the stretch of approx. 10 km. However, the same was stopped suddenly during first week of Oct 2021 giving one or other excuses and the same was not resumed by the Contractor upto date. As per the records available with this office, no investigations, design, Engineering, Construction works commenced by the EPC Contractor till date. It is relevant to mention here that the Computation of scope of various items of works specified in Sch-H is the sole responsibility of the EPC Contractor as per clause 10.1 (iv), which is yet to be complied by EPC Contractor. EPC Contractor is pointing out discrepancies in schedule H and schedule B only on vague terms and without carrying out detailed survey any providing documentation evidence. EPC Contractor is yet to complete their obligations of survey, investigation etc and without these essential works, arriving at such conclusion shows the intention of the EPC Contractor towards the works.*
- iv. *With regard to the EPC Contractor's contention regarding change in scope of work after floating of tender, the EPC Contractor has not even completed the detailed survey of the stretch as mentioned above and as not provided any supporting data regarding their claims. As such the EPC Contractor is only providing excuses to shift the blame on NHIDCL for their inability to execute the captioned work.*
- v. *NHIDCL has intimated the EPC Contractor of their obligations to be fulfilled as per the Contract Agreement vide NOTICES issued earlier as referenced above. However, the EPC Contractor has failed to comply with the same and have instead claimed the same to be inconsequential without any valid justification.*
- vi. *With regard to mobilization of infrastructure, the Contractor has only mobilized 03 Excavators, 01 Compressor and 01 Operator at site and the same have also remained*

idle at site till date despite availability of encumbrance free work front along the stretch.

vii. *With regard to the reply submitted by the EPC Contractor to the CURE PERIOD NOTICE issued by NHIDCL, the EPC Contractor ignored the defaults put forth by NHIDCL and instead submitted its own issues which shifted the blame on NHIDCL. Such action by the EPC Contractor is not acceptable and as such the reply of the EPC Contractor has been denied by NHIDCL vide letter at ref-(xvi) above and the intention to Terminate the Contract has been issued.*

viii. *NHIDCL and the Authority's Engineer have repeatedly made efforts to remove all encumbrance/hindrances at site to ensure smooth execution of works. However, despite the same the EPC Contractor abandoned the site without completing the survey works and till date has not sent any representative at site that could coordinate and take up the captioned work. The EPC Contractor had showed some signs of intention to take up the work during the meeting held on 29 Nov 2021 (MOM at ref- xiv above) and by mobilization of some resources as mentioned in para 23 (vi) above. However the EPC Contractor have not followed through in their actions till date and the absence of any representatives at site indicates that the EPC Contractor has no intention nor will make any efforts to take up the project work.*


34. Whereas, the Contractor vide letter under reference XX had requested for Conciliation Meeting as per Article 26.2 of the Agreement, and accordingly a Conciliation Meeting was held between MD-NHIDCL and Director, M/s Garg Sons Estate Promoters Pvt. Ltd., wherein the contractor was assured full support of NHIDCL if they are willing to start the work at site and the contractor had also assured MD-NHIDCL to meet with ED(P), NHIDCL, RO-Gangtok on 16.05.2022 to resolve any issues and misunderstanding subsisting between them . However, no approach was taken by the contractor to meet ED(P), RO-Gangtok, inspite of repeated request of NHIDCL (Ref letter under reference XXI). To the contrary, the contractor vide their letter under Ref XXII has mentioned that the aforesaid conciliation has failed citing lame excuses, which clearly denotes that the contractor has no motive to start the work at site, resulting in delay of such a crucial and strategically important project in Sikkim.

35. In the light of aforesaid facts and circumstances, non-exhaustive fundamental breach, in view of the 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 non-professional attitude of the contractor filled with the sole intention of gaining financially without doing the work, the Authority has left with no other option but to terminate the contract with M/s Garg Sons Estate Promoters Pvt Ltd forthwith in accordance with Clause 23.1 of the Contract Agreement with immediate effect. The contract is hereby terminated with immediate effect.

36. Upon termination of this Agreement in accordance with the terms of Article 23, the provisions of Article 23 shall henceforth apply.

37. Upon termination of this Agreement, the Contractor as per Clause 23.4 of the Contract Agreement, shall comply with and remove the resources mobilized at site.

38. The Authority hereby reserves its right to recover the losses or damages and expenditures which shall be borne by the Authority on account of maintenance of the existing Project Highway or any other expenditure which the Authority will incur due to termination of the contract on contractor's default.
39. The contractor shall vacate the site within 15 days and handover all related documents and records to the Authority in accordance to Clause 23.4 of the Contract Agreement.
40. The EPC Contractor is hereby directed to restrain any person claiming through or under agreement from entering upon the site or any part of the project except for taking possession of materials, stores, construction plants and equipments, which do not vest in the Authority as per the Contract Agreement with the prior permission of the Authority.
41. In conjunction with this contract termination, M/s Garg Sons Estate Promoters Pvt Ltd, shall not perform further services other than those reasonably, necessary to close out this contract.
42. 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.


107/06/22
(R.S.Yadav)
EXECUTIVE DIRECTOR (T)

Copy to:

1. PS to MD-NHIDCL
2. PS to Director (Tech.), NHIDCL
3. ED (T/Ps), NHIDCL
4. GM (IT), NHIDCL Hqr. *(to put the notice on the website)*