

TERMINATION NOTICE

Without Prejudice

NHIDCL/J&K/NH-244/EPC/TunnelKm83/2019-20-Part(1)/178641/721

04.09.2025

To,

M/s Beigh Construction Company Pvt. Ltd.
Plot no.4, Opp. Wave mall, Narwal Bypass Road,
Jammu-UT of Jammu & Kashmir-180016

[Kind Attention: Sh. Imran Beigh, Managing Director]

Sub: Construction of Bi-Directional Tunnel at Km 83rd of Length 495 m including approach road of 664 m and a Major Bridge of 110 m from Km 82+675 to Km 82+925 on NH-244 in Union Territory of Jammu and Kashmir on EPC mode - **Termination Notice under Clause 23.1 of Contract Agreement-reg.**

Ref:

- i. NHIDCL/J&K/NH-244/EPC/TunnelKm83/2019-20-Part(1)/178641/717 dated 21.08.2025
- ii. RO-Jammu letter no. NHIDCL/RO(JMU)/Doda/Km83rd/18(28)/2025-26/286 dated 04.06.2025
- iii. RO-Jammu letter no. NHIDCL/RO(JMU)/KTWR/Km83rd/18(28)/2024-25/112 dated 30.04.2025 [Issuance of Intent to Termination Notice]
- iv. RO-Jammu letter no. NHIDCL/RO(JMU)/KTWR/Km83rd/18(28)/2024-25/51 dated 19.04.2025
- v. PMU-Doda letter no. NHIDCL/PMU-Doda/Km.83rd/2024-25/6451 dated 09.01.2025
- vi. AE letter No. GIS/AE/NHIDCL/J&K/G-K/2024-25/862 dated 04.01.2025
- vii. RO-Jammu letter no. NHIDCL/RO(JMU)/KTWR/Km83rd/18(28)B/2023-24 dated 06.09.2024 [Recommendation for issuance of Termination Notice]
- viii. Contractor letter no. BCC/NHIDCL/EPC/T-KM83/23-24/539 dated 18.01.2024 [Reply to issuance of Intention to Termination Notice]
- ix. RO-Jammu letter no. NHIDCL/RO(JMU)/KTWR/Km83rd/18(28)/2023-24/1192 dated 01.01.2024 [Issuance of Intention to Termination Notice]
- x. RO-Jammu letter no. NHIDCL/RO (Jammu)/Km 83rd/18 (28)/2023-24/822 dated 14.09.2023 [Recommendation for issuance of Intention to Termination Notice]
- xi. PMU-Doda letter no. NHDICL/PMU-Doda/Km83rd/2022-23/4049 dated 28.02.2023 [Issuance of Intent to Termination Notice]

- xii. AE letter no. GIS/AE/NHIDCL/J&K/G-K/2022-23/337 dated 06.09.2023 [Intention to Termination Notice]
- xiii. RO-Jammu letter no. NHIDCL/RO(Jammu)/Km83rd/18(28)/2023-24/229 dated 16.05.2023 [Issuance of Cure Notice]
- xiv. RO-Jammu letter no. NHIDCL/RO (Jammu)/Km 83rd/18 (28)/2022-23 /1829 dated 03.03.2023 [Recommendation for issuance of Intention to Termination Notice] fresh
- xv. PMU- Doda letter no. NHDICL/PMU-Doda/Km83rd/2022-23/4049 dated 28.02.2023 [Issuance of Intent to Termination Notice]
- xvi. AE letter no. GIS/AE/NHIDCL/J&K/G-K/2022-23/143 dated 27.02.2023 [Intention to Termination Notice]
- xvii. RO-Jammu letter no. NHIDCL/RO (Jammu)/Km 83rd/2020-21/64 dated 07.04.2022 [Reply to Contractor's Representation towards Cure Period Notice]
- xviii. Contractor letter no. BCC/NHIDCL/EPC/368 dated 30.03.2022 [Reply to Cure Notice]
- xix. RO-Jammu letter no. NHIDCL/RO(Jammu)/Km83rd/2020-21/17 dated 04.04.2022 [Show cause Notice to declare as non-performer]
- xx. RO Jammu letter no. NHIDCL /RO (Jammu) /Km 83rd /18 (28)/2020-21/2191 dated 24.03.2022 [To impose the damages on the Contractor due to non-achievement of the Project Milestone-II]
- xxi. RO-Jammu letter no. NHIDCL/RO(Jammu)/Doda/Km83rd/18(28)/2021- 22/1824 dated 11.01.2022 [Issuance of Cure Notice]
- xxii. RO-Jammu letter no. NHIDCL/RO (Jammu)/KTWR/Km 83rd/18 (28)/2020-21/1757 dated 04.01.2022 [Submission of Work Programme so as to complete the work by date of approved EOT i.e., upto 10.10.2022]
- xxiii. RO-Jammu letter no. NHIDCL/RO (Jammu)/KTWR/Km 83rd/18 (28)/2020-21/1661 dated 20.12.2021 [Stoppage of work and non-achievement of Milestone-II]
- xxiv. RO-Jammu letter no. NHIDCL /RO(Jammu) /Km83rd /18(28) /2020-21/1220 dated 20.10.2021 [Intention to Termination Notice]
- xxv. NHIDCL HQ letter no. NHIDCL/J&K/NH-244/Bid/tunnelkm83/2021-22/487 dated 03.08.2021 [Placing Contractor in the Negative List of the NHIDCL]
- xxvi. RO-Jammu letter no. NHIDCL/RO(JMU)/KTWR/Km83rd/18(28)/2021-22/497 dated 08.07.2021 [Notice for Placing Contractor in Negative list of NHIDCL]
- xxvii. RO-Jammu letter no. NHIDCL/RO(Jammu)/Km83rd/18(28)/2020-21/275 dated 08.03.2021[Intention to Termination Notice]
- xxviii. RO-Jammu letter no. NHIDCL/RO(Jammu) /Km83rd/18(28) /2020-21/737 dated 29.10.2020 [Cure Period Notice]

1. **WHEREAS**, LOA for the work of “Construction of Bi-Directional Tunnel at Km 83rd of Length 495 m including approach road of 664 m and a Major Bridge of 110 m from Km 82+675 to Km 82+925 on NH-244 in Union Territory of Jammu and Kashmir on EPC mode” was issued to M/s Beigh Construction Company Pvt. Ltd. (referred as “Contractor” hereinafter) on 07.02.2020 by National Highways and Infrastructure Development Corporation Limited (NHIDCL) (referred as “Authority” hereinafter).



2. **WHEREAS**, the Contract Agreement for executing the subject work was signed on 19.05.2020 between Authority and the Contractor.
3. **WHEREAS**, the Appointed Date for the project was fixed as 08.06.2020 and the Contractor was obliged to complete the work within 24 months from the appointed date i.e., on or before 07.06.2022, keeping in view the fact that time is the essence for the contract.
4. **WHEREAS**, the Authority in fulfilment of its obligations had provided the encumbrance free ROW in 100% of the project length on 10.10.2020. However, the Contractor has failed to carry out the works in proportion to the available work front.
5. **WHEREAS**, as per clause 10.2 (iv) (a) of Article 10 of the Contract Agreement, the Contractor was required to prepare and submit to the Authority's Engineer, 03 copies each of the design and drawings, duly certified by the Proof Consultant for review and approval. However, the Contractor had submitted the Design for the Bridge Part duly recommended by the Design Director and proof checked by the Proof Consultant & Safety Consultant in Jan-2023, after 2.5 years of Appointed Date. As per Clause 10.2 (iv) (h) of Article 10 of the Contract Agreement, it was required to ensure that at the designs and drawings be approved by the Authority's Engineer within 90 (Ninety) days from the Appointed Date.
6. **WHEREAS**, as per Clause 20.1 (i) of Article 20 of the contract Agreement, the Contractor was required to effect and maintain at his own cost, the insurances as mentioned in Schedule-P of the contract Agreement and submit to the Authority, the Notarized True copies of certificates of insurances along with copies of insurance policies and premium payment receipt to the Authority.
7. **WHEREAS**, as per Clause 20.1 (vi) of Article 20 of the contract Agreement, the Contractor was required to provide to the Authority, within 30 days of the Appointed Date, evidence of Professional Liability insurance maintained by the Design Director and/consultants to cover the risk of professional negligence in the design of works. Same was submitted after lapse of several months by the Contractor.
8. **WHEREAS**, as per Clause 10.3.1 of EPC Contract Agreement, the 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. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [730th (seven hundred and thirteenth) day] from the Appointed Date (i.e., 08.06.2020) shall be the scheduled completion date (the "**Schedule Completion Date**") which was 07.06.2022. The Scheduled milestones as per Schedule-J, revised milestones as per EOT and achievement of milestones by the Contractor is mentioned as hereunder:



S. No.	Project Milestone	Milestone date as per Sch. J	Revised Date of Milestone as per approved EOT	Date of Milestone, achieved by the Contractor
i.	Milestone – I (10%)	18.02.2021	12.06.2021	12.06.2021
ii.	Milestone – II (35%)	17.08.2021	05.01.2022	12.12.2022
iii.	Milestone – III (70%)	13.02.2022	04.08.2022	Not yet achieved
iv.	Scheduled Completion (100%)	07.06.2022	01.01.2023 (Contractor was allowed to complete the work by 01.04.2023)	Not yet achieved

9. WHEREAS, Extension of Time for 207 days upto 01.01.2023 and completion of work by 01.04.2023 was granted by NHIDCL to the Contractor. However, Contractor has been found in default in achievement of Milestone-II, Milestone-III and completion date of project have also been lapsed as per revised project completion schedule. Month-wise progress which is as below clearly indicates failure of the Contractor due to lack of resources, planning and proper coordination Month-wise progress which is as below clearly indicates failure of the Contractor due to lack of resources, planning and proper coordination.

Month	Planned cumulative physical progress (%)	Achieved physical progress (%)	Cumulative physical progress (%)	Cumulative achieved financial progress (%)
Jun-20	0.50	0.00	0.00	0.0
July-20	0.50	0.00	0.00	0.0
Aug-20	1.00	0.00	0.00	0.0
Sep-20	2.50	0.00	0.00	0.0
Oct-20	4.00	0.00	0.00	0.0
Nov-20	5.00	0.00	0.00	0.0
Dec-20	7.00	1.24	1.24	0.0
Jan-21	8.50	2.73	3.96	2.91
Feb-21	10.00	0.67	4.63	2.91
Mar-21	11.00	0.51	5.14	4.81
Apr-21	12.00	0.82	5.96	4.81
May-21	12.50	1.21	7.17	6.30
Jun-21	13.00	1.98	9.15	6.77
July-21	14.00	0.05	9.20	7.54
Aug-21	18.00	0.10	9.30	8.01
Sep-21	22.00	0.35	9.65	8.48
Oct-21	26.00	1.20	10.85	8.48
Nov-21	30.00	2.99	13.84	10.38
Dec-21	33.00	0.00	13.84	10.38
Jan-22	35.00	2.13	15.97	13.25
Feb-22	41.00	1.66	17.63	15.70
Mar-22	45.00	2.21	19.84	17.47
Apr-22	53.00	2.11	21.95	20.29
May-22	58.00	1.27	23.22	21.79
Jun-22	63.00	1.29	24.51	24.49

Month	Planned cumulative physical progress (%)	Achieved physical progress (%)	Cumulative physical progress (%)	Cumulative achieved financial progress (%)
Jul-22	66.00	1.47	25.98	24.49
Aug-22	70.00	2.92	28.90	27.57
Sep-22	74.00	2.85	31.75	30.12
Oct-22	78.00	2.04	33.79	32.65
Nov-22	82.00	2.88	36.68	33.97
Dec-22	86.00	0.88	37.55	33.97
Jan-23	89.00	2.60	40.15	35.03
Feb-23	92.00	1.27	41.42	37.88
Mar-23	96.00	0.83	42.25	37.88
Apr-23	100.00	1.25	43.50	40.32
May-23	100.00	0.00	43.50	40.32
Jun-23	100.00	1.42	44.92	40.32
Jul-23	100.00	0.00	44.92	41.80
Aug-23	100.00	0.36	45.28	41.80
Sep-23	100.00	0.75	46.03	42.75
Oct-23	100.00	0.86	46.89	44.04
Nov-23	100.00	1.05	47.94	45.60
Dec-23	100.00	0.15	48.09	46.80
Jan-24	100.00	0.44	48.53	46.80
Feb-24	100.00	0.26	48.49	46.80
Mar-24	100.00	0.30	49.13	46.80
April 24	100.00	0.52	49.62	46.80
May 24	100.00	0	49.62	47.85
June 24	100.00	0	49.62	47.85
July 24	100.00	0	49.62	47.85
Aug 24	100.00	0	49.62	47.85
Sep-24	100.00	0	49.62	47.85
Oct-24	100.00	0	49.62	47.85
Nov-24	100.00	0	49.62	47.85
Dec-24	100.00	0	49.62	47.85
Jan-25	100.00	0	49.62	47.85
Feb-25	100.00	0	49.62	47.85
Mar-25	100.00	0	49.62	47.85
Apr-25	100.00	0	49.62	47.85
May-25	100.00	0	49.62	47.85
June-25	100.00	0	49.62	47.85
July-25	100.00	0	49.62	47.85

10. WHEREAS, Authority's Engineer had pointed that due to regular breakdown and unavailability of construction material (explosives, accelerator), the excavation had not been as per work Programme and target given. Further, the average cycle time as per the excavation carried out till date from the first blast is around 60 hours



which was abnormity high. RO-Jammu directed the contractor for expediting the work progress and optimizing the time cycle, submission of revised work Programme for achievement of targets as per CA and RO Jammu. However, the time taken by the Contractor for completion of 467m of tunnelling took more than 2.5 years and still breakthrough has not yet been achieved and development of North portal is still underway.

11. **WHEREAS**, the Contractor was asked to raise RFIs on a daily basis regarding the work carried out at site. However, even after several reminders to the Contractor, no compliance has been done by the Contractor till date.
12. **WHEREAS**, NHIDCL Regional office has submitted that here is continuous shortage of technical manpower, workers and machinery at site and this office has received various complaints of delayed salaries up to several months, poor quality & unprofessional work, non-compliance to NCR's issued, continuous ignorance to AE and Authority directions etc.
13. **WHEREAS**, the Contractor was intimated with regard to the installation of Laboratory at site, as the laboratory installed at the start of the project was in the alignment of the ongoing work of Khellani Khanabal Pkg-III and is currently not in use. The Contractor has still not shifted the laboratory at his site, as per the clause 3.9 of the Contract Agreement, the contractor shall install, equip and maintain an adequate filed laboratory for sampling and testing to ensure quality control at site.
14. **WHEREAS**, NHIDCL Regional Office vide letter dated 11.05.2023, issued a Cure Period Notice to the Contractor in accordance with Clause 23.1 (1) of Article 23 of the Contract Agreement to cure the Defaults within a Cure Period of 60 (Sixty) days, failing which the contractor shall be deemed to be default of this Agreement (the "Contractor Default) as per Terms and Conditions of the Contract. However, RO-Jammu has submitted that the Contractor did not provide any response towards the Cure Period Notice issued by RO-Jammu, nor the Default was cured. The failure of the contractor towards achieving the targeted physical and financial progress, even after the handing over of 100% hindrance free land on 10.10.2020, has only justified the Contractor's lack of planning and co-ordination and also inadequate resources deployed by the contractor.
15. **WHEREAS**, NHIDCL Regional Office has raised concerns of non-maintenance in the tunnel by the Contractor and stoppage of work from long. The desist subject project is giving bad name to working of NHIDCL in UT of J&K and is being raised on various fronts by public representatives and District & UT Administration.
16. **WHEREAS**, meeting was held on 16.01.2025 at NHIDCL HO with the contractor regarding poor progress of work by the contractor and to discuss the way forward in the instant matter wherein the contractor committed that it shall clear all the liabilities under the project and shall mobilize adequate resource and manpower at site in order to resume the work at earliest. Further, no other decision was made



during the said meeting. Thereafter, the Contractor vide letter dated 21.01.2025 and 22.02.2025 submitted that the contractor shall resume the work at site with adequate manpower and machinery and further requested for release of payment including advance. In this regard, NHIDCL HO vide letter dated 04.03.2025, requested the contractor to convey the action taken on the commitment made by it regarding mobilization and clearing the liabilities during the meeting dated 16.01.2025 and to start the work. Further, contractor was also requested to intimate its bank details so that pending payment, if any may be released by NHIDCL. However, no reply from the contractor has been received till date.

17. **WHEREAS**, NHIDCL Regional Office has also informed that the financial condition of the contractor is very poor and the bank account of the contractor has been infringed/blocked, which means the contractor may have defaulted in other projects also. NHIDCL Regional Office has received a lot of complaints from vendors and workers regarding non-payment for many months. Moreover, the contractor has also shown reluctance to renew Performance Security within time period as stipulated in the Contract Agreement.
18. **WHEREAS**, NHIDCL Regional Office has impressed the Contractor upon umpteen number of times to install the damaged reflectors inside the tunnel as per instrument design report for monitoring of tunnel safety but till date no action has been taken by the Contractor. Seeing the unprofessional & shoddy behavior of the Contractor towards the subject work, a third-party road safety audit was sanctioned by RO-Jammu on 22.08.2024 & appointed IIT-Jammu for thorough Third-Party Tunnel Safety Audit. On getting information that audit is going to be carried out at the project site, the Contractor resorted to unlawful activities and stopped Authority's Engineer to enter into tunnel for preliminary inspection. It is only after intervention of PMU-Doda along with the Administration & Police, the experts of IIT Jammu have finally made to visit the site for third party audit. IIT Professors & experts have shown concerns about quality, workmanship & safety of works being executed by the Contractor.
19. **WHEREAS**, a Special Project Monitor also visited the project site on 26.11.2024 for inspection of work and highlighted the following: -
 - i. No work has been in progress for the last 08 months.
 - ii. At few places, core thickness found was found between 50 mm to 180 mm, which is very less as compared to approved design of 300 mm and same may be dismantled and reconstructed. Further, all other panels may also be checked where the thickness is suspected to be less.
 - iii. Detailed physical conditioning through a specialized agency be carried out and required remedial measures to bring back to required specifications be obtained.
 - iv. At a few places, some cracks/other minor quality related issues were observed in Tunnel Lining. Thus, IIT Jammu was approached to carry out the inspection and to identify shortcomings/defects and suggest remedial measures for improper lining



- (offset, thickness, cracks), punctured PVC membrane, deformed Lattice Girders, improper shotcrete, overbreak treatment etc.
- v. No project lab was found during the time of inspection, for testing of important tests of aggregate and other materials. No construction material was available at site.
 - vi. The design and drawings for the major bridge at Ch. 0+689 was approved on 31.01.2023 by AE. However, till date the Contractor has not commenced the work on MJB which lies in critical path of project. During visit, the representee of Sub Contractor was asked about the planning of the bridge, to which he replied that they will not execute the Bridge.
 - vii. The Contractor worked with noticeable shortage of technical expertise and manpower. Also, several pieces of broken-down/Off Road machinery have been observed at the site. The present contractor is not in a position to complete balance work at all with the present situation.

20. **WHEREAS**, owing to the slow progress, missing of project milestones, delay in submissions and compliances of obligations of the contractor etc., NHIDCL Regional Office vide letter dated 01.01.2024 had issued Intention to Termination Notice to the Contractor as per Clause 23.1(ii) of the Contract Agreement. The contractor vide letter dated 18.01.2024 submitted that the reply on Intention to Termination Notice which was found unsatisfactory by ED(P) NHIDCL Regional Office.

21. **WHEREAS**, it is also uncertain that when the Contractor will achieve completion of the project as no appreciable efforts has been put by the Contractor since the inception of the project in mobilization of operational resources as per requirement at site.

22. **WHEREAS**, that be the case, it is clear and certain that in the above-mentioned circumstances:

- a. Insufficient funding to project site affecting the procurement of major construction materials and in turn hampering the rate of progress of work at project site. NHIDCL has extended all possible support to expedite the progress of project, viz release of Secured advance and Secured Material advance to the Contractor to ease cash flow for procurement of material/ machineries at work site. However, the Contractor has failed to show pro-active approach in the execution of work and has continued with slow progress of work.
- b. Lack of meticulous planning w.r.t procurement of construction materials and other ancillary items leading to significant slow progress. Contractor has failed to mobilize adequate plants and machineries, procurement of materials, setup of in-house laboratory despite of numerous instructions of AE and NHIDCL.
- c. The Contractor had committed to mobilize the Gantry and start the final lining work of tunnel in the month of Aug-22. However, Contractor had mobilized the Gantry in the month of Jan-23 i.e., after lapse of almost 05 months and the final lining is yet to be started. This indicates the lackadaisical approach of the Contractor towards execution of the project.



d. The Contractor has failed to start the Major Bridge work till date and also failed to expedite the progress of lining of tunnel.

23. WHEREAS, it is clearly evident that the contractor, M/s Beigh Construction Company Pvt. Ltd. has repeatedly failed in meeting the obligations as per Contract Agreement and mobilizing the requisite resources for the project, which has caused detrimental effect in respect for subject project, which holds National/Strategic importance.

24. WHEREAS, the Contractor has been found in default of following provisions of Contract Agreement (Contractor Default):

(i) Clause 23.1 (i) c: the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days.

(ii) Clause 23.1 (i) e: the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the 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

(a) Clause 10.1 (d): make its own arrangement for quarrying of materials needed for the Project Highway under and in accordance with the Applicable laws and Applicable permits.

(iii) Clause 23.1 (i) f: the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof.

(iv) Clause 23.1 (i) g: The Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Engineer;

(v) Clause 23.1 (i) i: The Contractor creates any Encumbrance in breach of this Agreement.

(vi) Clause 23.1 (i) l: The Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(vii) Clause 23.1 (i) p: the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.

25. Further, the defaults of the contractor in correspondence with the clauses of the Contract Agreement are as follows :



S. No.	Clause of the Contract Agreement	Description of default of Contractor
1.	Clause 23.1 (i) (c)	Failure in milestone achievement even after granting EOT of 207 days. Milestone-II lapsed by 341 days and Milestone-III lapsed by 152 days after approval of EOT on 03.01.2023.
2.	Clause 23.1 (i) (e)	Failure to proceed with the works in accordance with the provisions of Clause 10.1 (d) as submitted by ED(P) Jammu. The non-availability of material at site also been observed by SPM during their visit.
3.	Clause 23.1 (i) (f)	Failure in achievement of scheduled completion date even after granting EOT upto 01.01.2023 without damages and upto 01.04.2023 with damages.
4.	Clause 23.1 (i) (g)	Failure in rectification of tunnel works. Same has also been noticed by SPM and IIT-Jammu and DC-Kishtwar has also raised concerns of non-maintenance of Km 83rd tunnel by the Contractor.
5.	Clause 23.1 (i) (i)	The contractor creates the hinderance in visit of AE which is breach of the Contract Agreement. RO-Jammu has also submitted that, on getting information that audit is going to be carried out at Km 83rd Tunnel, the Contractor resorted to unlawful activities and stopped Authority's Engineer to enter into tunnel for preliminary inspection. It is only after intervention of PMU-Doda along with the Administration & Police, the experts of IIT Jammu have finally made to visit the site for third party audit.
6.	Clause 23.1 (i) (l)	ED(P) has submitted that the financial condition of M/s BCCPL is very bad/poor and the bank account of the contractor has been infringed/blocked, which means the contractor may have defaulted in other projects also. RO-Jammu has received a lot of complaints from vendors and workers regarding non-payment for many months.
7.	Clause 23.1 (i) (p)	Failure in fulfilling its obligation for which failure Termination has been specified in the Agreement.

26. Therefore, due to the "Contractor Default" of the Contract Agreement in accordance with Clause 23.1 (i) (c), (e), (f), (g), (i), (l) and (p), the Authority hereby issues Notice to the contractor for Termination of Agreement under Clause 23.1 (ii) which reads as *"Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be titled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, Issue the Termination Notice"*.

27. It is pertinent to mention that NHIDCL has already issued an Intention to Terminate Notice dated 30.04.2025 in compliance with Clause 23.1 of the Contract Agreement.

28. This Termination Notice is hereby issued to the Contractor, M/s Beigh Construction Company Private Limited for the subject project without prejudice to any other rights or remedies which the Authority may have under this Agreement and/or applicable law, upon



occurrence of a Contractor Default under Clause 23.1 (i) (c), (e), (f), (g), (i), (l) and (p) of Article-23 of the Contract Agreement.

29. This Termination Notice is issued without prejudice to any other right or remedy available to the Authority under the Contract Agreement and/ or applicable law.

30. This issues with the approval of the Competent Authority of NHIDCL.



Nitin Kumar Sharma
Executive Director (Tech.)/IV

Copy to: (i) PPS to MD NHIDCL
(ii) PS to Director (Tech)-II, NHIDCL HO
(iii) ED(P) RO Jammu
(iv) GM(P) PMU-Doda
(v) Authority's Engineer - M/s Global Infra Solutions in association with Infycons Creative Software Pvt. Ltd.