

NHIDCL/HQ/Meghalaya/N-R-K/Pkg-II/2021/201046/2918

Dated: 10.07.2025

To,

The Authorised Representative  
M/s Holtec Consultant Pvt. Ltd.  
Holtec Centre A Block, Sushant Lok,  
Gurgaon 122001, Haryana.

**Sub:** Rehabilitation and Up-gradation of Nongstoin - Rambrai - Kyrshai road upto Meghalaya -Assam Border from Km. 0+335 to 34+039 to 2-lane under SARDP-NE "Phase-A", in the State of Meghalaya on EPC Mode (Package-I) &

Rehabilitation & Up-gradation of Nongstoin-Rambrai-Kyrshai road up to Meghalaya-Assam border from Km 35.155 to Km 72.600 in the State of Meghalaya (Package-II) -"**Termination Notice**"-reg.

Ref:(i) PMU, Myllem letter no. PMU-Myllem/P/NRK/II/315 dated 13.06.2023;  
(ii) EPC Contractor letter no. Spica/23-24/Meg/182, dated 05.06.2023;  
(iii) DPR Consultant letter No. Spica/23-24/Meg/177, dated 29.05.2023;  
(iv) PMU, Myllem letter no. PMU-MYLLIEM/P/NRK/05/II/197 dated 18.05.2023;  
(v) PMU, Myllem letter no. PMU-MYLLIEM/P/NRK(PKG-II)/300 dated 09.05.2023;  
(vi) RO-Shillong letter no. NHIDCL/RO-SHG/N-R-K/2021/602/1/3473 dated 01.05.2023;  
(vii)HQ NHIDCL letter no. NHIDCL/HQ/Meghalaya/N-R-K/Pkg-I/2021/2799, dated 21.11.2024 and  
(viii) DPR Consultant letter no. Project/11528/2024/1204, dated 04.12.2024.

Whereas, a Tripartite supplementary Agreement signed on 09.05.2017 was executed among the Public Work Department, Roads, (NH), Meghalaya, Shillong "Previous Authority" & National Highways & Infrastructure Development Corporation Limited and M/s Holtec Consulting Pvt. Ltd. for the work of "Consultancy Services for detailed engineering / Detailed Project Preparation for Up-gradation of Nongstoin-Rambrai-Kyrshai road upto Meghalaya-Assam Border to 2-Lane under SARDP-NE "Phase-A" in the State of Meghalaya. Job No. SARDP-NE/ State Road / MG / PWD / 2011-12-197" in pursuance to the notice issued by MoRTH vide OM No. A-12024 /1 /12014-E-II (B) dated 05.01.2015.

2. Whereas, the DPR Consultant was mandate to provide consulting services for finalization of Detailed Project Report (DPR) as per provisions set forth in Contract Agreement signed on 09.05.2017 for subject work.

3. Whereas, following obligations and responsibility of consultants mentioned in Terms of Reference for engagement of consultants may be referred: -

**Para 12: The Consultant shall be responsible for accuracy of all the data used in project preparation and estimates prepared by him as part of the project. He shall indemnify the client against any inaccuracies in the work.**

*Mouj Kumar*



4. Whereas, the Alignment of the Project Road was approved by the Chief Engineer, P.W.D. (Roads) on 13.01.2015.
5. Whereas, the Competent Authority of NHIDCL vide letter dated 03.10.2018 has accorded in principle approval to the variation proposal amounting to **Rs. 19,30,000/- (Rupees Nineteen Lakh Thirty Thousand Only)** for updating and modification of the original DPR work for Nongstoin-Rambrai-Kyrshai road.
6. Whereas, the DPR Consultant on 24.10.2018 has submitted the DPR of Nongstoin-Rymbrai-Kyrshai Road. The project has been divided into 2 Packages (i.e., Package-1 (Km 0+335 to 34+039) and Package-2 (Km 35+155 to 72+600).
7. Whereas, the DPR Consultant on 22.04.2020 had re-submitted the DPR for Package-1 (Km 0+335 to 34+039) and submitted the hard copy of Final DPR report on 17.07.2020. Further the SFC meeting for the subject project was held on 14.07.2021 and approval of the AA&FS for Package-1 (Km 0+335 to 34+039) was granted on 21.09.2021. Subsequently NHIDCL had invited tender for Nongstoin - Rambrai - Kyrshai (Pkg-I) and the work was awarded to M/s Spica Projects & Infrastructure Pvt. Ltd. and the work started on 27.05.2022 (Appointed date).
8. Whereas, the EPC Contractor, M/s Spica Projects & Infrastructure Pvt. Ltd. vide letter dated 29.05.2023 had submitted that while executing the work from Ch. 21.080 to 34.039, EPC Contractor has encountered that the height of embankment in various locations vary between 10-35 mtr at site and are contrary to the details given under agreement & original alignment plan. EPC Contractor had also submitted that it is impractical to execute embankment of more than 5 metre height at site within the available ROW of 30 meters provided by the Authority.
9. Whereas, the EPC Contractor M/s Spica Projects & Infrastructure Pvt. Ltd. vide letter dated 05.06.2023 had submitted the proposal of alternate options for carrying out the works due to discrepancy reported in level from Km 22+000 to Km 34+039 for which the additional cost implication is Rs. 189.92 Cr (approx). The matter has also been appraised to the Managing Director, NHIDCL during his site visit on 23.05.2023.
10. Whereas, Authority vide letter nos. PMU-MYLLIEM/P/NRK (Pkg-II)/117 dated 02.05.2023, letter no. PMU-MYLLIEM/P/NRK/05/II/197 dated 18.05.2023 & letter no. NHIDCL/RO-SHG/N-R-K/2021/602/1/359 dated 31.05.2023 had requested the DPR Consultant to depute their representative to the project site for carrying out a Joint Site Inspection with the representative of the EPC Contractor & Authority's Engineer to address the discrepancies pertaining in level differences as reported by EPC Contractor vis-a-vis submission of DPR Consultant. DPR consultant had deputed their representative at site and a Joint visit was conducted by the representatives of Authority, EPC Contractor & DPR Consultant and DPR Consultant had witnessed and confessed to the gross negligence in the alignment plan & DPR Preparation of Nongstoin - Rambrai - Kyrshai (PKG-I).
11. Whereas, in compliance to the RO-Shillong & NHIDCL-HQ directions regarding finalization of DPR for Nongstoin - Rambrai Kyrshai (Pkg-II), PMU vide letter no. PMU-MYLLIEM/P/NRK (Pkg-II)/300 dated 09.06.2023 had requested the DPR Consultant for submission of Final DPR and PATSC documents for Nongstoin- Rambrai-Kyrshai (Pkg-II). However, the DPR Consultant had failed to take cognisance of the matter and did not comply to the directions of this office.

*Manoj Kumar*

12. Whereas, almost 5 km of proposed stretch for NRK (II) was also jointly inspected in accordance with the Plan & Profile prepared by the DPR Consultant and it was observed that similar discrepancies as in NRK (Pkg-I) were reported in NRK (Pkg-II). The representative of DPR Consultant had committed to depute its entire survey team at site within 02 days for thorough inspection of proposed alignment. However, it was intimated that the DPR Consultant had failed to depute any representative at site for necessary verification of levels which clearly reflects the casual approach of DPR Consultant towards fulfilment of its obligations.

13. Whereas, above defaults & fundamentals breach of provisions of Agreement by DPR Consultant, preparations of faulty DPR for NRK (Pkg-I) which may attract additional huge financial implications on the Authority, discrepancies in the DPR of NRK (Pkg-II) as witnessed at site and intentional delays in submission of Final DPR for NRK (Pkg-II), have been viewed seriously. A Show Cause Notice was issued to the Consultant, and although a reply was submitted, the same was not found satisfactory by the Authority. It is hereby made clear that in the event of non-compliance and failure to rectify the defaults and irrespective of the receipt of any representation, the Authority reserves its right and would be at liberty to take further steps for Termination of the Contract under provisions of the Contract Agreement for non - fulfilment of its obligations and breaching the provision of Contract Agreement.

14. Hence, on account of lapses, defaults, slackness towards obligations delivered by your firm and other facts, and that enough opportunities and time has been granted to your firm to rectify its defaults and fulfil contractual obligations, however no tangible improvements have been observed till date and thus further continuance of consultant's services will be detrimental to the important road Project, the Authority is left with no other option but to terminate the Contract in accordance with the provisions of the Contract Agreement on account of the Consultant's default with immediate effect.

15. In pursuance to this Termination Notice, your firm shall perform no further services other than those reasonably necessary to close this Contract Agreement.

16. Further, with the provisions of the Contract Agreement and the Ministry of Road Transport & Highway's policy guidelines dated January 6, 2021, the DPR Consultant, M/s Holtech Consulting Pvt. Ltd., is hereby debarred for a period of one year from participating, directly or indirectly, in any consultancy assignments/projects for National Highways under MoRTH / NHIDCL / NHAI, on account of the submission of defective DPRs and fundamental breaches of contractual obligations in respect of NRK (Package-I & II).

17. 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.

18. This is issued with the approval of the Competent Authority.

Yours sincerely,



(Manoj Kumar)  
Executive Director (T)



**Copy To:**

- (i) Director General (RD) & SS Ministry of Road Transport & Highways.
- (ii) Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi-100010.
- (iii) Chairman, NHAI
- (iv) Chief Secretaries (PWD/Roads) of all State Govt./UT with National Highways and Centrally Sponsored Schemes.
- (v) Chief Engineer of all State Govt./UT dealing with National Highways and Centrally Sponsored Schemes.
- (vi) P.S to MD, NHIDCL/Director (A&F/T), NHIDCL
- (vii) All officers of NHIDCL-HQ/Regional Offices.
- (viii) Media relation/IT division/INFRACON cell with request to get it hosted on NHIDCL website.