

No. NHIDCL/Manipur/CivilWork/I-J//2020/Pkg-2/4475

Date: 30.01.2025

**TERMINATION NOTICE  
(WITHOUT PREJUDICE)**

To,

To,

**M/s CMM Infra projects Ltd.**

F. No. 1, 2/2, Khan Building, Old Palasia,

Indore - 452001 (MP)

Phone: +91-731-2516386

Fax: +91-731-2527955

E-mail:

cmm.kmundra@gmail.com

**Satyendra P. Khorania**

RESOLUTION PROFESSIONAL, CMM Infraprojects Limited  
(under CIRP VIDE ORDER DATED 15/12/2022) CIN:  
L45201MP2006PLC018506

Reg. No. IBBI/IPA-002/IP-N00002/2016-17/10002

402, 4th Floor, OK Plus DP Metro, Opp. Pillar No. 94,

New Sanganer Road, Jaipur, Rajasthan, 302019

E-mail:

skhorania@live.com,

cirp.cmminfra@gmail.com,

**Subject:** Widening to 2 (Two) Lane with Paved shoulder of Imphal to Jiribam section of NH-37 from Design Chainage 15.940 km to 33.120 km (Total length=17.180 km) (PKG-II) in the State of Manipur on Engineering, Procurement & Construction (EPC) mode - **Termination Notice & Debarment from participation in future projects of NHIDCL & executing agencies of MoRT&H for a period of 2 years in accordance Article 23 of the Contract Agreement - Reg.**

**References:**

- (1) NHIDCL/Manipur/Civil Work/I-J/2020/Pkg-2-Part (1)/194772/2017 dated 26.03.2021 - Letter of Acceptance.
- (2) Contract Agreement signed on dated 24.05.2021.
- (3) MORTH Circular. RW/NH-33044/76/2021-S&R (P&B) dated 06.10.2021.
- (4) NHIDCL/RO-Imphal/I-J/Pkg-2/2021-22/766 dated 23.09.2021 - Show cause Notice for Slow progress of works
- (5) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/3366 dated 30.11.2023 - Notice for Slow progress of works
- (6) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/3530 dated 09.02.2024 - Notice for Slow progress of works
- (7) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/3935 dated 20.07.2024 - Show Cause Notice for Slow progress of works
- (8) Bloom-SBCSPL/2024/026 dated 04.03.2024 - Notice for non-achievement of Milestone-III
- (9) Bloom-SBCSPL/2024/1392 dated 07.11.2024 - Notice for non-achievement of Milestone-III
- (10) Bloom-SBCSPL/2024/56 dated 08.05.2024 - Notice for maintenance of Road.
- (11) Bloom-SBCSPL/2024/96 dated 03.07.2024 - Notice for maintenance of Road.

- (12) Bloom-SBCSPL/2024/136 dated 12.08.2024 - Notice for maintenance of Road.
- (13) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4061 dated 29.08.2024 - Notice for maintenance of Road.
- (14) Bloom-SBCSPL/2024/1324 dated 23.09.2024 - Notice for maintenance of Road.
- (15) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4276 dated 28.11.2024 - Notice for maintenance of Road.
- (16) Bloom-SBCSPL/2024/200 dated 29.11.2024 - Notice for maintenance of Road.
- (17) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4297 dated 05.12.2024 - Notice for maintenance of Road.
- (18) Bloom-SBCSPL/2106/1442 dated 06.12.2024 - Notice for maintenance of Road.
- (19) Bloom-SBCSPL/2024/209 dated 12.12.2024 - Notice for maintenance of Road.
- (20) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4297 dated 05.12.2024 - Notice for maintenance of Road.
- (21) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4007 dated 07.08.2024 - Notice for rectification of damages.
- (22) Bloom-SBCSPL/2024/160 dated 12.09.2024 - Notice for rectification of damages.
- (23) CMM/IJ/NH-37/24-25/H-146 dated 15.10.2024 - Reply to Notice for rectification of damages.
- (24) CMM/IJ/NH-37/24-25/H-137 dated 25.10.2024 - Reply to Notice for rectification of damages.
- (25) Bloom-SBCSPL/2024/1380 dated 28.10.2024 - Notice for rectification of damages.
- (26) Bloom-SBCSPL/2024/1387 dated 04.11.2024 - Performance Report on Notice for rectification of damages.
- (27) NHIDCL/RO-Imphal/I-J/Pkg-2/2021-22/1827 dated 27.01.2023 - Show Cause Notice for Bankruptcy/Insolvency.
- (28) IBBI/IPA-001/IP-P00703/2017-2018/11301 dated 31.01.2023 - Reply of IRP.
- (29) Bloom-SBCSPL/2024/035 dated 23.03.2024 - Recommendations for issuance of Cure Notice.
- (30) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/3634 dated 23.03.2024 - Cure Notice.
- (31) RP email dated 08.04.2024 - Reply to Cure Notice
- (32) Bloom-SBCSPL/2024/121 dated 20.07.2024 - Notice for maintenance of Road.
- (33) Bloom-SBCSPL/2024/158 dated 09.09.2024 - Recommendations for issuance of Show Cause Notice.
- (34) Bloom-SBCSPL/2024/162 dated 14.09.2024 - Recommendations for issuance of Show Cause Notice.
- (35) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4112 dated 14.09.2024 - Show Cause Notice for Non-Performer.
- (36) CMM/IJ/NH-37/24-25/H-140 dated 18.09.2024 - Reply to Show Cause Notice for Non-Performer.
- (37) Bloom-SBCSPL/2024/199 dated 28.11.2024 - Recommendations for issuance of Issuance of Intention for Termination.
- (38) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4278 dated 28.11.2024 - Recommendations for issuance of Issuance of Intention for Termination.
- (39) NHIDCL/RO-Imphal/I-J/Pkg-2/2021-22/1071 dated 02.12.2024 - Intention for Termination.
- (40) M/s CMM Infraprojects Limited letter No. Nil dated 17.12.2024 (received by email on 18.12.2024) - Reply to Intention for Termination.





- (41) Bloom-SBCSPL/2024/211 dated 17.12.2024 - Recommendations for Termination of Contract.
- (42) NHIDCL/PMU-Noney/NH-37/2-Lane/Pkg-II/2023-24/4322 dated 18.12.2024 - Recommendations for Termination of Contract.
- (43) NHIDCL/RO-Imphal/I-J/Pkg-2/2021-22/1163 dated 21.12.2024 - Recommendations for Termination of Contract.

Sir,

Whereas, Letter of Award (LOA) for the work of ***"Widening to 2 (two) Lane with Paved Shoulder of Imphal-Jiribam Section of NH-37 from Design Chainage 15.940 km to 33.120 km (Total length=17.180 km) (PKG-II) in the State of Manipur on Engineering, Procurement & Construction (EPC) mode"*** through an Engineering, Procurement and Construction (EPC) Contract (hereinafter referred as "Project") was issued to **M/s CMM Infraprojects Limited** (hereinafter referred as the "EPC Contractor") on 26.03.2021 by National Highway & Infrastructure Development Corporation Limited . Hereinafter referred as the "Authority".

2. Whereas, the Contract Agreement was signed between M/s CMM Infraprojects Limited (EPC Contractor) and the National Highway & Infrastructure Development Corporation Limited (Authority) on 24.05.2021 at the Contract Price of Rs.120,74,25,000/- and subsequently Appointed Date was declared by Authority w.e.f. 11.06.2021 and the EPC Contractor was obliged to complete the work within 550 (Five Hundred and Fifty) days from the Appointed Date i.e. on or before 12.12.2022.

3. Whereas, the scope of the Project is:

- a) Construction of the Project Highway on the site set forth in Schedule-A and as specified in Schedule-B together with provision of Project facilities and as specified in Schedule-C and in conformity with the specification and standards set forth in Schedule-D;
- b) Maintenance of the Project Highway in accordance with the provisions of said agreement and in conformity with the requirements set forth in Schedule-E;
- c) Performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of said agreement and matter incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under said agreement.

4. Whereas, as per the provision of Clause 4.1 of the contract agreement, the Contractor was obligated to undertake the survey, investigation, design, engineering, procurement, construction and maintenance of the Project Highways and observe, fulfil, comply with and perform all its obligations set out under said Agreement.

5. Whereas, the Project Completion Schedule in accordance with Schedule J of contract agreement are as under:



Project Milestone	Financial Progress	Original Schedule Dates
Milestone - I	10%	21-12-2021
Milestone - II	35%	07-05-2022
Milestone - III	70%	22-09-2022
Schedule Completion Date	100%	12-12-2022

6. **Whereas**, Authority has appointed M/s Bloom Companies LLC in Association with Shree Bhawani Consultancy Services Pvt Ltd as 'Authority's Engineer' on 27.10.2021 in accordance with Article 18 of the Contract Agreement.

7. **Whereas**, Authority has handed over ROW in 6.8 km (39.58%) length to EPC Contractor on 05.11.2021 & balance ROW in 10.38 km (cumulative 17.18 km i.e., 100%) length on 23.04.2024. Further, hindrance in 400m length was resolved on 04.10.2024.

8. **Whereas**, Authority has granted 3<sup>rd</sup> Extension of Time of cumulative 828 days with shifting of Schedule Completion Date from 12.12.2022 to 19.03.2025 without Liquidated Damages in accordance with Clause 10.5 of the Contract Agreement on account of obligations of Authority for providing ROW and Law & Order situation in Manipur.

9. **Whereas**, the dates extended by Authority for achievement of Project Milestone and Schedule Completion Date by Extension of Time granted by Authority and achievement of the same by EPC Contractor are as under:

Project Milestone	Financial Progress	Original Schedule Dates	Extended Dates as per EOT granted by Authority	Date of achievement by EPC Contractor
Milestone - I	10%	21-12-2021	25-04-2022	25-04-2022
Milestone - II	35%	07-05-2022	13-10-2023	13-10-2023
Milestone - III	70%	22-09-2022	28-12-2024	Yet to achieve
Schedule Completion Date	100%	12-12-2022	19-03-2025	Yet to achieve

10. **Whereas**, despite of fulfilment of obligations of Contract Agreement by Authority, the EPC Contractor has been unable to perform works at site in compliance to the Schedules of the Agreement.

11. **Whereas**, it has been seen that progress of the works at site is slow and only 1% physical progress has been achieved by EPC Contractor during last 12 months. It is evident from the table below, that the EPC Contractor has demonstrated a lack of good intention to work and has been found negligent in deployment of requisite machinery and manpower on project site to execute the work within the stipulated timeline, for the reasons solely attributable to the Contractor.



Physical & Financial Progress					
Sl. No.	Month	Physical Progress		Financial Progress	
		Monthly (%)	Cumulative (%)	Monthly (%)	Cumulative (%)
1	Jan-24	4.40	49.74	5.22	45.13
2	Feb-24	0.06	49.80	4.03	49.16
3	Mar-24	0	49.80	0	49.16
4	Apr-24	0	49.80	0	49.16
5	May-24	0	49.80	0	49.16
6	Jun-24	0	49.80	0	49.16
7	Jul-24	0	49.80	0	49.16
8	Aug-24	0.21	50.01	0	49.16
9	Sep-24	0.74	50.75	0	49.16
10	Oct-24	0.02	50.77	1.25	50.41
11	Nov-24	0	50.77	0	50.41
12	Dec-24	0	50.77	0	50.41

12. **Whereas**, the mobilization of resources at site has never been found commensurate to the work to be undertaken in the encumbrance free stretch, made available to the EPC Contractor. Authority & Authority's Engineer has issued numerous reminders to EPC Contractor for expediting the progress and deployment of adequate manpower and machineries. The EPC Contractor in complete disregard failed to take note of the directions of Authority & Authority's Engineer for deploying adequate resources in terms of manpower and machineries for expediting progress of project.

13. **Whereas**, it has been seen that the progress of the project is 50.77% only in comparison to required progress of 70% as per Extension of Time granted by Authority. Thus, EPC Contractor has failed to achieve Project Milestone-III.

14. **Whereas**, Authority's Engineer had issued several Notices to EPC Contractor as per Clause 11.14 of the Contract Agreement for providing steps to be taken up by EPC Contractor for achievement of Project Milestone-III and Completion. However, EPC Contractor in complete disregard failed to take necessary steps as well as for providing reply to the Notice issued by Authority's Engineer which indicates the commitment of the Contractor regarding completion of the Project.

15. **Whereas**, Authority & Authority's Engineer issued several Notices to EPC Contractor for maintenance of existing road in accordance with Clause 10.4 of the Contract Agreement. However, EPC Contractor completely failed to maintain the condition of Road which has caused immense public suffering and thereby tarnishing the image of NHIDCL among local public, the stakeholders.

16. **Whereas**, Authority & Authority's Engineer issued several Notices to EPC Contractor for rectification of damaged works in accordance with Clauses 4.1(iv), 4.6, 11.13(i) (b), 16.1, 19.5(iv) and 25.1 of the Agreement. However, EPC Contractor in complete disregard, completely failed to rectify the damaged works which has caused immense public suffering and thereby tarnishing the image of NHIDCL among local public, the stakeholders.



17. Whereas, EPC Contractor has undergone **Bankruptcy/ Insolvency** on **30.12.2022** for which NCLT has appointed Shri Navin Khandelwal as Interim Resolution Professional (IRP) and Shri Satyendra P. Khorania as Resolution Professional on behalf of M/s CMM Infraprojects Ltd. and thereafter NCLT passed an Order dated 11.11.2024 wherein M/s Effulgence Trading and Services Private Limited & Shri Naivedya Fincom Private Limited (Jointly) has been approved as per Resolution Plan. Even EPC Contractor vide their letter No.140 dated 18.09.2024 has admitted that delays and challenges faced in the execution of the project are particularly due to insolvency which has severely impacted the operations and flow of resources to the project site and they are constrained due to this unforeseen financial instability and lack of guidance from the RP. This had led to material adverse effect on the project.

18. Whereas, a **Cure Notice** was issued to EPC Contractor on **23.03.2024** wherein EPC Contractor was directed to cure the defaults within a period of 60 days as per the Clause 23.1 (i) of the Contract Agreement. The response of Resolution Professional on behalf of EPC Contractor on 08.04.2024 is not tenable as they didn't took any efforts for taking up any construction work, maintenance works or rectification works and replied before exhaustion of 60 days in Cure Period Notice (i.e. 22.05.2024) which clearly indicates the intention of EPC Contractor for not taking up any works of the Project. It has been observed that the EPC Contractor has failed to cure the defaults as per the provisions of the Contract Agreement and further no commencement of work is the cause of concern for the project highway.

19. Whereas, EPC Contractor was issued a Show Cause Notice for declaring Non-Performer on 14.09.2024, emphasizing and sensitizing the requirement to expedite the progress of work on site for completion of the project. However, the EPC Contractor's response on 18.09.2024 was found unjustified and untenable and it is implied that the issues stated by the EPC Contractor are solely attributable to them and do not absolve them of their responsibility under the Contract Agreement.

20. Whereas, the contractor has been evidently negligent in the form of acts of omission, repudiation of condition of contract agreement and implied obligations by the Contractor. It can be clearly observed that even after witnessing and instructing Contractor by issuing cure notice by Authority, intimations by Authority Engineer to sensitize the contractor to execute the work with good industry practices, the contractor has repudiated himself from all the instructions and letters issued till date.

21. Furthermore, in accordance with MoRTH's Circular no. RW/NH-33044/76/2021-S&R(P&B) dated 06.10.2021, the EPC Contractor continued to be in default of the followings:

- (i) Occurrence of minor failure of structures/ highways due to construction defect.
- (ii) Fails to complete or has missed any milestone and progress not commensurate with project length/ ROW available.





(iii) Fails to start the work or causes delay to maintenance and repair/ overrun of the project.

(iv) Fails to set up institutional mechanism and procedure as per contract.

**22. Whereas,** the mobilization of resources at site has never been found commensurate to the work to be undertaken in the encumbrance free stretch, made available to the EPC Contractor. The EPC Contractor has demonstrated a clear lack of preparedness to undertake construction activities at the site and has failed to deploy the requisite resources necessary to achieve the expected progress. This conduct unequivocally establishes that the EPC Contractor exhibits a lackadaisical and casual approach.

**23. Whereas,** despite the Authority and Authority's Engineer pro-active attitude /approach in completion of the subject project highway work, the Contractor's failure to rectify defects and maintain the subject project highway in traffic worthy condition during construction alongside its action of non-execution and non-rectification of the works on the project highway site has led to public inconvenience in travel, evident damage to vehicle, rising safety concerns on the project road due to partial/ incomplete execution and time loss to the Authority, thereby it had a Material Adverse Effect on the Project and on the credibility of the Authority in the public. Notwithstanding the extensive efforts and chances to execute the works on ground, the EPC Contractor has remained wholly unresponsive, and it is incontrovertible that sufficient manpower or machinery has not been deployed on the project site by the Contractor.

**24.** The aforementioned acts of omission and commission by the EPC Contractor have led to significant public inconvenience, particularly given the critical and strategic nature of this project. It is therefore, evident that the EPC contractor has failed to demonstrate commitment in execution of works and has failed to fulfil its contractual obligations with the required diligence, thereby causing significant delays and detrimental effects in respect to economic setback for the subject project of Paramount importance.

**25. Whereas,** EPC Contractor has breached the Contract Agreement, inter - alia with the following defaults in the terms of Clause 23.1 (i) of the Contract Agreement:

- a. Sub-Clause 23.1 (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;
- b. *Sub-Clause* 23.1 (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 program and such stoppage has not been authorized by the Authority's Engineer;
- c. *Sub-Clause* 23.1 (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.

- d. *Sub-Clause 23.1 (k)* - the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the project.
- e. Clause 23.1 (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.

**26. Whereas,** EPC Contractor has failed to comply with following Obligations of Contractor under Article-4 of the Contract Agreement:

- a. Clause 4.1.(iii): Subject to the provisions of Clauses 4.1 (i) and 4.1 (ii), the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- b. Clause 4.1.(iv): The Contractor shall remedy any and all loss, defects, or damage to the Project Highway from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss, defect, or damage shall have arisen from any wilful default or neglect of the Authority.
- c. Clause 4.1.(f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement.

**27. Whereas,** It is further notified that the EPC Contractor will be solely responsible for rectifying/remedying the damages along with any public or economic loss due to continuing default and deteriorated conditions of the project highway and shall indemnify the Authority and its personnel in accordance with clause 25.1. (i) of Contract Agreement, if any untoward incident happens during the construction period and maintenance period of the subject project highway, at his own risk and cost.

**28. Whereas,** In light of the aforementioned facts and repeated instructions and reminders issued to the EPC Contractor, considering the persistent failure and non-responsive approach of the EPC Contractor, M/s CMM Infraprojects Limited, which constitutes a material breach of the Contract Agreement, an Intention to Termination under Clause 23.1 (ii) of Contract Agreement was issued to EPC Contractor by RO Imphal, NHIDCL on **02.12.2024** giving 15 days' time (till 17.12.2024) for making any representation.

**29. Whereas,** even after giving fair opportunity of 15 days, no representation has been received from the EPC Contractor till the cut-off date i.e., upto **17.12.2024**. EPC Contractor had submitted the letter dated 17.12.2024 by email





dated 18.12.2024 and requested for the unconditional EoT and claimed the damage compensation of Rs. 25.0 Cr approx.

**30. Whereas,** the representation of EPC Contractor has been examined by Authority & Authority's Engineer and found ingenuine as well as un-justified. The reasons cited by EPC Contractor is not at all acceptable as the EPC Contractor failed to maintain the contractual obligations. It is highlighted here that EPC Contractor vide their letter No. CMM/IJ/NH-37/24-25/H-140 dated 05.09.2024 had requested for EOT with shifting of Milestone-III upto 18.01.2025 and Schedule Completion date upto 10.04.2025 for which Authority has granted justified EOT with shifting of Milestone-III upto 28.12.2024 and Schedule Completion date upto 19.03.2025. As such no request for further Extension of Time has been received from EPC Contractor till date.

**31. Whereas,** Authority's Engineer vide letter No.211 dated 17.12.2024 has recommended for the termination of the contract with M/s CMM Infraprojects Ltd., by stating that *"as the EPC Contractor have breached significant terms of the contract, leading to irreparable delays and adverse consequences for the project. Considering the aforesaid facts and circumstances, non - exhaustive fundamental breach, in view of the Contractor's persistent, blatant negligence and sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the project. Additionally, the EPC Contractor has been given and extended sufficient time to cure the defaults and that all possible support has been extended to the EPC Contractor in accordance with the Condition of Contract. It is observed that there is no improvement in the approach of the EPC Contractor and there has been no representation by the EPC Contractor against the Notice for intention to Termination. Hence, there seems to be no option other than to proceed for termination of the contract in the wider interest of road users. As a result, the losses, damages, and expenditures incurred by the Authority due to the Contractor's failure to rectify defects, works carried out or to be carried out under maintenance during construction, or any additional expenses arising from the termination of the contract due to the Contractor's default, shall be recovered from the EPC Contractor.*

**32.** In view of the aforesaid circumstances, it is evident that the EPC Contractor is not in a position to execute the Contract within the provisions of the Contract Agreement and continues to be in default of the obligations as brought out in the Cure Notice and Intention to Termination leading to a major Material Adverse Effect on the Contract.

**33. Whereas,** as per Clause 23.1 (ii) of Contract Agreement, "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 entitled 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.



34. Whereas, it may be acknowledged that the EPC Contractor's has not taken any concrete steps to address the issues being raised by Authority & Authority's Engineer through various Notices, Show Cause Notices, Cure Notice and even Intention to Termination which is unequivocally clear that M/s CMM Infraprojects Ltd has not only failed to meet its obligations under the Contract Agreement.

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 change in the non-professional and lackadaisical attitude of the contractor 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 CMM Infraprojects Ltd forthwith in accordance with Clause 23.1 of the Contract Agreement with immediate effect. **The contract is hereby terminated with immediate effect.**

36. As a natural consequence of the termination, due to the contractor's failure, the contractor shall deemed to have been debarred for a period of 2 years as per the Notices given earlier in this regard and shall not be able to bid any contract of the NHIDCL & executing agencies of MoRT&H either singularly or in a JV or its Related Parties in accordance with Clause 23.1 (v) of the Contract Agreement.

37. Upon Termination of this Agreement in accordance with the terms of Article 23, the relevant provisions of Article 23 shall henceforth apply.

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

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



(Trivendra Kumar)

Executive Director (Technical)  
NHIDCL

Encl: As stated above.

Copy to:

1. Director General (RD) & SS Ministry of Road Transport & Highways.
2. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi-100010.
3. Chairman, NHAI
4. Chief Secretaries (PWD/Roads) of all State Govt./UT with National Highways and Centrally Sponsored Schemes.
5. Chief Engineer of all State Govt./UT dealing with National Highways and Centrally Sponsored Schemes.
6. PS to MD, NHIDCL/Director (A&F/T), NHIDCL
7. All officers of NHIDCL-HQ/Regional Offices
8. Media relation/IT division/INFRACON cell with request to get it hosted on NHIDCL website.