राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
प्रथम तल, टावर ए, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली–110029,
National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Government of India
First Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel: +91 11 26768950, www.nhidcl.com
(भारत सरकार का उद्यम) (A Government of India Enterprise)
CIN: U45400DL2014GOI269062

BHARATMALA ROAD TO PROSPERITY

Azadi Ka Amrit Mahotsav

NHIDCL BUILDING INFRASTRUCTURE - BUILDING THE NATION

"Termination Notice"

(WITHOUT PREJUDICE)

NHIDCL/MANIPUR/UKHRUL-CHOITHAR/PKG4/2024/4850 **Date: 25.02.2026**

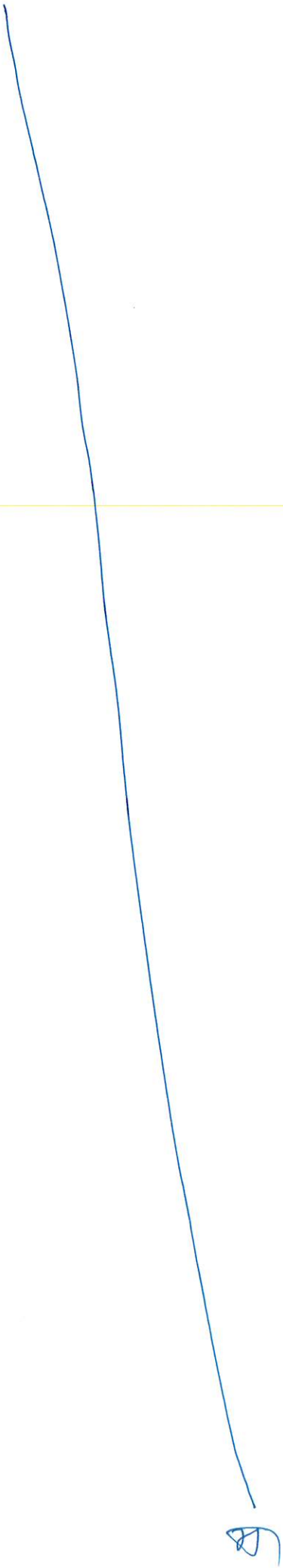
To,

The Authorized Signatory,
M/s Vertex Construction,
H.No. 334 Below Lotha Church Lower PWD,
Kohima, Nagaland-797001

Sub:- Strengthening of Ukhrul to Choithar section of NH-202 from existing km 50+520 to km 59+236 (Design Chainage km 45+600 to km 54+212) in the State of Manipur on EPC mode under NH(O)-NE (Package-4, Length-8.612 km)- **"Termination of Contract under Clause 23.1(ii) of Contract Agreement"- reg.**

Ref:-

i. GIS/AE/NHIDCL/Ukhrul/2025-26/HO-20 dated 05.08.2025 **(AE recommendation for issuance of termination notice)**
ii. NHIDCL/PMU-Ukhrul/U-C/PKG-4/24-25/4297 Dated 24.07.2025 **(Poor Road Maintenance in pursuant to Clause 23.1 of Contract Agreement; Cure Period Notice No.-06)**
iii. EPC Contractor ltr. no. VC/NHIDCL/UKL-04/24-25/100 dated 28.05.2025 **(Reply of Intention to Termination by EPC Contractor)**
iv. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/4111 dated 27.05.2025 **(Poor Road Maintenance in pursuant to Clause 23.1 of Contract Agreement; Cure Period Notice No.-05)**
v. NHIDCL/PMU-Ukhrul/U-C/Pkg-4/24-25/4107 dated 23.05.2025 **(Issuance of Intention to Termination Notice for 15 days to EPC Contractor, in pursuant to Clause 23.1(ii) of CA)**
vi. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/4063 dated 06.05.2025 **(Failure of Milestone-III in pursuant to clause 23.1 of Contract Agreement; Cure Period Notice No.-04**
vii. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/4062 dated 06.05.2025 **(Maintenance of Existing Highway, Reminder-03)**
viii. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/4029 dated 01.05.2025 **(Maintenance of Existing Highway, Reminder-02)**
ix. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/4014(A) dated 30.04.2025 **(Submission on Comments on reply given by the EPC Contractor as "Non-Performer"- Recommendation for Declaring the EPC Contractor as "Non-Performer")**
x. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/4012 dated 26.04.2025 **(Deployment of Inadequate Materials and Machineries at site in pursuant to clause 23.1 of Contract Agreement) Cure Period Notice No.-03**



xi. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/4006 dated 25.04.2025 **(Maintenance of Existing Highway, Reminder-01)**

xii. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/3991 dated 19.04.2025 **(Maintenance of Existing Highway)**

xiii. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/3978 dated 12.04.2025 **(Maintenance of Existing Highway)**

xiv. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/3969 dated 11.04.2025 **(Failure of Milestone-II in pursuant to clause 23.1 of Contract Agreement) Cure Period Notice No.-02**

xv. NHIDCL/PMU-UKhrul/Pkg-4/24-25/3850 dated 06.03.2025 **(Site Visits Observations)**

xvi. NHIDCL/U-C/NH-202/PKG-IV/2024-25/3817 dated 25.02.2025 **(Issuance of Notice to Intention to Declare the EPC Contractor as "Non- Performer")**

xvii. NHIDCL/PMU-UKHRUL/PKG-4/24-25/3727 dated 06.02.2025 **(Failure of Milestone-II) Show Cause Notice No.-03**

xviii. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/3712 dated 04.02.2025 **(Failure of Milestone-I in pursuant to clause 23.1 of Contract Agreement) Cure Period Notice No.-01**

xix. NHIDCL/PMU-Ukhrul/Pkg-4/24-25/3656 dated 15.01.2025 **(Slow progress & failure of Milestone-I) Show Cause Notice No.-02**

xx. NHIDCL/PMU-Ukhrul/Pkg-4/24-25/3563 dated 09.12.2024 **(Slow progress & failure of Milestone-I) Show Cause Notice No.-01**

xxi. NHIDCL/PMU-Ukhrul/Pkg-4/24-25/3425 dated 12.11.2024 **(Lapse in execution w.r.t., Work Program)**

xxii. NHIDCL/PMU-Ukhrul/Pkg-4/24-25/3423 dated 12.11.2024 **(Inadequate Mobilisation of Machinery, Manpower, Material, Laboratory, etc**

Sir,

Whereas, the National Highways & Infrastructure Development Corporation Limited **(hereinafter referred to as the "Client")** awarded the work of **Strengthening of Ukhrul to Choithar section of NH-202 from existing km 50+520 to km 59+236 (Design Chainage km 45+600 to km 54+212) in the State of Manipur on EPC mode under NH(O)-NE (Package-4, Length-8.612 km),** (hereinafter referred as "Project") to **M/s Vertex Construction** (hereinafter referred as the "EPC Contractor") on 15.03.2024.

2. Whereas, the Contract Agreement was signed between M/s Vertex Construction (EPC Contractor) and the National Highway & Infrastructure Development Corporation Limited (Authority) on 01.06.2024 at the Contract Price of Rs. 16,37,24,000/-and subsequently Appointed Date was declared by Authority w.e.f. 01.07.2024 and the EPC Contractor was obliged to complete the work within 365 (Three Hundred and Sixty-Five) days from the Appointed Date i.e, on or before 30.06.2025.

3. Whereas, the EPC Contractor should have commenced all requisite activities like setting up of project camp, mobilization of equipment's & machineries, survey, submission of design & drawings, methodology, deployment of manpower, setting up of field laboratory, obtaining applicable permits etc. and any other activity assigned to the contractor by the Authority to enable construction of Project Highway immediately after signing of the Contract Agreement within stipulated time as per provisions of contract, to the extent that such work is ready for execution. The EPC Contractor has not fulfilled contractual obligations, thus in violation of Clause 4.1, Clause 10.1 and Clause 10.2 of the EPC Contract Agreement.

4. **Whereas,** as per the provision of Clause 4.1 (i) of the contract agreement, the contractor was obliged 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 as under:

Project Milestone	Original Schedules Dates
Milestone - I (10%)	05-11-2024
Milestone - II (35%)	04-02-2025
Milestone - III (70%)	06-05-2025
Scheduled Completion Date (100%)	30-06-2025

6. However, till date the physical progress is only 15.77%. EPC Contractor has missed the milestone-II, III and schedule completion stipulated under Sch-J of the Contract Agreement. The Authority has made all possible efforts and extended all possible assistance to the EPC Contractor to expedite the progress of the project, but the EPC Contractor has not shown any improvement or any intention to expedite the pace of works to complete the project within the stipulated time frame. Such persistent failure to perform constitutes a clear breach and default under Cl. 10.3 (i) & (ii) and Schedule-J of the EPC Agreement.

Sr. No.	Project Milestone as per Schedule-J	Date of Milestone as per Contract Agreement	Actual Achievement Date
1	Milestone-I (10%)	05.11.2024	Achieved on 31.01.2025
2	Milestone-II (35%)	04.02.2025	In-progress
3	Milestone-III (70%)	06.05.2025	

7. **Whereas,** Authority has handed over 100% ROW in 8.612 Km length to EPC Contractor on 01.07.2024.

8. **Whereas,** the EPC Contractor have been instructed several times to mobilize the required manpower, machinery and other resources at the project site on priority so that the progress of the project is not hampered. However, the contractor has miserably failed to carry out any such activities and is reluctant to achieve the Project Milestones as stipulated in the Contract Agreement, which shows that the contractor is delaying the project of national and strategic importance.

9. **Whereas,** it has been seen that progress of the works at site is slow and only 15.77% physical progress has been achieved by EPC Contractor from appointment of the project. It is evident that the EPC Contractor has demonstrated a lack of good intention to work and has been found negligent in development of requisite machinery, manpower, plants on project site to execute the work within the stipulated timeline, for the reasons solely attributable to the Contractor and the monthly physical progress since Appointed date.

10. **Whereas** 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.

11. **Whereas,** the EPC Contractor has not mobilized adequate manpower, machinery, or materials, resulting in the work on the Project Highway remains stagnant, as evidenced from the progress reports. This stagnation is attributable to the improper planning and insufficient resources of the EPC Contractor. Moreover, the EPC Contractor was repeatedly directed/Show caused to mobilize adequate resources; however, such directions have been in vain. Instead, the EPC Contractor has consistently furnished false assurances of mobilization and thereby misled the Authority.

12. This clearly demonstrates lack of planning, poor project management, and disregard of contractual commitments stipulated u/s 4.1 (i), (ii), (iii), (viii), (x), (xi) and (xii) of the EPC Agreement. These shortcomings are solely attributable to the EPC Contractor. PMU-Ukhrul has issued 06 nos. of Cure Period Notices to the EPC contractor as per article 23 of the contract agreement; as mentioned below-

i. NHIDCL/PMU-Ukhrul/U-C/PKG-4/24-25/4297 Dated 24.07.2025
ii. NHIDCL/PMU-Ukhrul/U-C/PKG-4/24-25/4111 Dated 27.05.2025
iii. NHIDCL/PMU-Ukhrul/Pkg-4/25-26/4063 dated 06.05.2025
iv. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/4012dated 26.04.2025
v. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/3969dated 11.04.2025
vi. NHIDCL/PMU-UKHRUL/U-C/PKG-4/24-25/3712dated 04.02.2025

13. However, no satisfactory improvement observed at site as explained by Authority's Engineer vide letter no. HO-20 dated 05.08.2025 and recommended to terminate the existing contractor u/s 23.1 (ii) and balance work to be done at Risk and Cost of the existing EPC contractor u/s 10.4 (ii) & 11.13 (ii) of the EPC Agreement.

14. It is evident from the above that the EPC Contractor is continuously failed to fulfil its contractual obligations, has resulted in multiple breaches of the Contract Agreement, including but not limited to the failure to achieve the project milestone/s, mobilisation of the inadequate resources and neglecting the safety & maintenance requirements. Despite 100% work front available, various critical works like Earth work/DBM are not started yet resulting in missed the milestone/s (ii), (iii) and Scheduled Completion which is clear breach of Cl. 10.3 (i) & (ii) and Sch-J of the EPC Agreement and the reasons are solely attributable to the EPC contractor. Also, the EPC Contractor is completely failed to maintain the road in traffic worthy condition which is clear breach of Cl. 10.4 (i) & (ii) of the EPC Agreement and the reasons are solely attributable to the EPC contractor. **Whereas,** it has been seen that the progress of the project is 15.77% only in comparison to required progress of 100% as per Scheduled Completion Date given by Authority. Thus, EPC Contractor has failed to achieve Project Milestone-II, III & Schedule Completion.

15. **Whereas,** a Cure Notice was issued to EPC Contractor on 04.02.2025 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 EPC Contractor has not response to the cure period issued by the Authority till date and also, they didn't take 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., 04.04.2025) 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. It is pertinent to mention here that there is total 06 nos of Cure Period Notices dated 04.02.2025, 11.04.2025, 26.04.2025, 06.05.2025, 27.05.2025, and 24.07.2025 were issued to the EPC Contractor but no significate response received from the EPC contractor so far.

16. **Whereas,** pursuant to **Clause 11.14 (Delays during Construction)** of the EPC Agreement: *"Without prejudice to the provisions of Clause 10.3(ii), in the event the Contractor does not achieve any of the Project Milestones, or the Authority's Engineer reasonably determines that the rate of progress of works is such that completion of the Project Highway is not likely to be achieved by the end of the Scheduled Completion Date, the Authority's Engineer shall notify the same to the Contractor, and the Contractor shall, within fifteen (15) days of such notice, by a communication inform the Authority's Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date."*

17. **Whereas,** the EPC Contractor has been frequently instructed to expedite the works at site, but in spite of such instructions, the EPC Contractor has failed to perform in almost all respects of the provisions of the Contract Agreement. The defaults, failures, and non-fulfilment of obligations under the EPC Agreement contributing to the extremely slow progress of works are as under:

i. Insufficient and inadequate deployment of manpower
ii. Shortage of reliable and qualified technical staff.
iii. Insufficient and inadequate deployment of plants and machinery.
iv. Majority of the machinery deployed at site lying idle.
v. Execution of works confined to only a few locations, with an insufficient number of labour.
vi. Lack of meticulous planning and sequencing of activities.
vii. Very slow execution of critical works like culverts, GSB, WMM, DBM, BC, and drainage works.
viii. Non-availability of adequate construction materials and equipment.

18. **Whereas,** in view of the foregoing, it is evident that the EPC Contractor has failed to comply with the repeated directions of the Authority, and has repeatedly furnished false assurances, as a result of which the progress of works could not be expedited.

19. Whereas, the EPC Contractor defaults for the following clauses of the Contract Agreement, inter-alia, with the following defaults in terms of the Clauses under Article 4 & 10 of the EPC Agreement:

a. ***Clause 4.1 (i):*** *Subject to and on the terms and conditions of this 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 all its obligations set out in this Agreement or arising hereunder.*

b. ***Clause 4.1 (ii):*** *The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.*

c. ***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*

d. ***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 willful default or neglect of the Authority.*

e. ***Clause 4.1(vii) (b):*** *Procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Highway;*

f. ***Clause 4.1(vii) (e):*** *not do or omit to do any act, deed or thing which may in any manner violate any provisions of this Agreement;*

g. ***Clause 4.1(vii) (f):*** *Support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement.*

h. ***Clause 4.1(xi):*** *The Contractor shall perform the works in conformity with the Project requirements and other requirements and standards prescribed under or pursuant to the Agreement.*

i. ***Clause 4.1(xii):*** *The Contractor shall carry out such work incidental and contingent to the original Scope of the Project to comply with Good Industry Practices.*

j. ***Clause 4.1 (xiii):*** *The Contractor shall maintain required staff and necessary Contractor's equipment and materials within the reach of the Site during the Defects Liability Period so that any defects arising are promptly attended.*

k. ***Clause 10.3 (i):*** *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* ***[365th (Three Hundred and Sixty-Five) day]*** *from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.*

l. ***Clause 10.3 (ii):*** *The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled*

Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule -J and until such Project Milestone is achieved or the Project Highway is completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Project Highway is completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3 (ii) shall be refunded by the Authority to the Contractor, but without any interest thereon.

m. ***Clause 10.4** (i): During the Construction Period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition on Appointed Date, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Authority's Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project Highway. It is further agreed that in the event the Project includes construction of a bypass or tunnel and realignment of the existing carriageway, the Contractor shall maintain the existing highway in such sections until the new Works are open to traffic.*

n. ***Clause 10.4** (ii) Notwithstanding anything to the contrary contained in this Agreement, in the event of default by the Contractor in discharging the obligations specified in Clause 10.4 (i) above, the Authority shall get these maintenance works completed in the manner recommended by the Authority's Engineer to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.*

20. Keeping in view the above, the action against the EPC contractor was initiated as per Article -23 of the EPC Agreement as stated below-

i. Clause 23.1(i)(c) of CA, 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)(d) of CA, the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority.

iii. Clause 23.1(i)(e) of CA, 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.

iv. Clause 23.1(i)(g) of CA, 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.

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

vi. Clause 23.1(i)(q) of CA, the contractor commits a default in complying with any others provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.

vii. It has also come to the notice that the performance of the EPC Contractor is not satisfactory and has deteriorated to a level that is no longer acceptable nor-tolerable. The poor performance issues have resulted in creating many other problems on the project highway, there has not been any attempt to improve their performance so far even after writing multiple communications to the EPC Contractor in this regard.

21. **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 Vertex Construction, which constitutes a material breach of the Contract Agreement, an Intention to Terminate under Clause 23.1 (ii) of the Contract Agreement was issued by PMU-Ukhrul, NHIDCL on 23.05.2025, granting 15 days' time (till 06.06.2025) for making any representation.

22. **Whereas,** the EPC Contractor submitted its reply on 28.05.2025, which was forwarded to the Authority's Engineer on 29.05.2025 for examination and justification. However, as per the recommendation of the Authority's Engineer, a fair opportunity of two (2) months was granted to the Contractor to expedite the progress, and the action on termination of the Contract Agreement was kept on hold in the meantime.

23. **Whereas,** after regular monitoring and review during the stipulated period, the Authority's Engineer informed that, despite repeated instructions, reminders, and cure notices, the EPC Contractor failed to rectify serious contractual breaches and to expedite progress, particularly in respect of poor-quality drain works. The construction quality of roadside drainage structures consistently failed to meet the standards and specifications outlined in the Contract and IRC codes. These deficiencies have been recorded in inspection reports, and NCRs have been issued.

24. **Whereas,** the Authority's Engineer has further reported inadequate deployment of manpower and machinery at site. Deployment of manpower is critically deficient in key categories such as site engineers, supervisors, and surveyors, and essential machinery such as concrete vibrators, compaction equipment, graders, rollers, pavers, and drainage trenchers are either not deployed or non-functional. This shortfall has severely impacted both the progress and quality of work.

25. Whereas, the Authority's Engineer has also informed that the EPC Contractor has failed to demonstrate any substantial improvement. Despite being given sufficient time to improve performance, no meaningful progress has been observed, and the work remains misaligned with the approved work programme. The Contractor has also failed to submit a revised work programme reflecting a realistic schedule with updated timelines, resource deployment, and activity sequencing, despite multiple reminders.

26. Whereas, the representation submitted by the EPC Contractor has been examined by the Authority and the Authority's Engineer and has been found to be ingenuine and unjustified. The reasons cited are not acceptable, as the Contractor has failed to discharge its contractual obligations.

27. Whereas, the Authority's Engineer, vide letter No. HO-20 dated 05.08.2025, recommended termination of the contract with M/s Vertex Construction, stating that the Contractor failed to improve progress or achieve project milestones. Despite being given sufficient time to improve performance, no significant improvement has been observed. The work remains misaligned with the approved programme, and the EPC Contractor has failed to submit a realistic revised programme, despite multiple reminders. In view of the current progress and in the interest of timely completion of the Project, the Authority's Engineer recommended termination of the Contract in accordance with clause 23.1(II) of the Contract Agreement.

28. Whereas, as per Clause 23.1 (ii) of the 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."

29. Whereas, it is evident that the EPC Contractor has not taken any concrete steps to address the issues raised by the Authority and the Authority's Engineer through various notices, show cause notices, cure notices, and even the Intention to Terminate. It is unequivocally clear that M/s Vertex Construction has failed to meet its obligations under the Contract Agreement. No noticeable improvement or progress has been observed at site.

30. Now, therefore, in light of the aforesaid facts and circumstances, the non-exhaustive fundamental breaches, and the EPC Contractor's persistent and sustained gross default in fulfilling contractual obligations leading to material adverse effects on the Project, the Authority, having granted sufficient opportunity to cure the defaults and extended all possible support, and having observed no change in the Contractor's non-professional and

lackadaisical approach, is left with no alternative but to terminate the Contract with M/s Vertex Construction, in accordance with Clause 23.1 (ii) of the Contract Agreement.

31. Accordingly, in exercise of power under clause 23.1(II) of the Contract Agreement, the Authority hereby terminates the contract with immediate effect.

32. Upon termination of this Contract on account of Contractor's Default under Article 23.1, the relevant provisions of the Contract Agreement shall henceforth apply.

33. This Termination Notice is issued without prejudice to any other rights or remedies available to the Authority under the Contract Agreement and/or applicable law.

34. This issue with approval of the Competent Authority.

Encl.: - As Above.

Executive Director (Tech)-III
HQ-NHIDCL

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Copy to:

1. Director General (RD) & SS Ministry of Road Transport & Highway.
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.