

1580303/2021/Siddhanta

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

BHARATMALA
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BUILDING INFRASTRUCTURE - BUILDING THE NATION

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

WITHOUT PREJUDICE

No. NHIDCL/HQ/Ranipool-Pakyong/2020-21/ 1034

Date: 12.08.2021

To

M/s NPCC Ltd

Regd. Office.- Raja House, 30-31,

Nehru Place, New Delhi- 110019

Email: cmd.npcc@nic.in,

npccggn@gmail.com,

npccmw@gmail.com,

info.npcc@nic.in

Subject: Construction and upgradation of existing road to 2-Lane with Paved Shoulder including geometric improvement from Ranipool to Pakyong from Km 0.000 to Km 16.167 of NH-717 A on EPC basis under SARDP-NE Phase 'A' in the State of Sikkim- Termination of Contract under Clause 23.1.2 of Contract Agreement -Reg.

Ref.:

- (I) Letter No. NHIDCL/Civil Work/Ranipool-Pakyong/717A/2017284 dated 21.06.2019
- (II) Letter No. NHIDCL/BO-SKM/Ranipool-Pakyong/2019-20/351 dated 30.08.2019
- (III) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/533 dated 02.10.2020
- (IV) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/496 dated 13.10.2020
- (V) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/528 dated 28.10.2020
- (VI) Letter No. NHIDCL/Civil Work/Ranipool-Pakyong/NH-717A/2017/508 dated 4.11.2020
- (VII) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/538 dated 23.11.2020
- (VIII) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/609 dated 04.12.2020
- (IX) Memo No.1437/SDO/Pkg dated 24.12.2020.
- (X) MOM dated 07.01.2021
- (XI) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/745 dated 23.1.2021
- (XII) MOM. 01.02.2021
- (XIII) Letter No. NHIDCL/Civil Work/Ranipool-Pakyong/NH-717A/2017/694 dated 02.02.2021

- (XIV) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/798 dated 11.02.2021
- (XV) Letter No. NHIDCL/RO-SKM/Civil Work/Review Meeting/2020/710 dated 23.02.2021
- (XVI) Letter No. NHIDCL/PMU-Ranipool/Ranipool-Pakyong/2020-21/813 dated 25.02.2021
- (XVII) MOM: Letter No. NHIDCL/PMU-Ranipool/MOM/2020-21/816 dated 25.02.2021
- (XVIII) Letter No. NHIDCL/Civilwork/Ranipool-Pakyong/717A/2017-Part(1)/811, dated 22.03.2021
- (XIX) NPCC Letter No. NPCC/NHIDCL/Sikkim Works/04 dated 03.04.2021
- (XX) NPCC Letter No. NPCC/Sikkim/2018/84 dated 07.08.2019
- (XXI) NPCC Mail dated 12.09.2019
- (XXII) NPCC letter No. NPCC/NHIDCL/Sikkim Works/05 dated 22.06.2021
- (XXIII) PMU-Ranipool letter 158 dated 21.05.2021
- (XXIV) NPCC letter no NPCC/EZO/Sikkim/2020-21/793 dated 18.12.2021

Sir,

1. The sum and substance of the above notices/letters/meetings/proceedings is that you have continuously missed committed milestones, project timelines and all the assurances, written and oral, made through various reply either as answer to the above notices/reviews or commitments to Authority. All your said replies are part of record with this office. The reasons for occurring the said defaults are solely attributable to you.

2. **WHEREAS**, Letter of Award (LOA) for the work of "Construction and upgradation of existing road to 2-Lane with Paved Shoulder including geometric improvement from Ranipool to Pakyong from Km 0.000 to Km 16.167 of NH-717 A on EPC basis under SARDP-NE Phase 'A' in the State of Sikkim" through an Engineering, Procurement and Construction (EPC) Contract" (hereinafter referred as "Project") was issued to M/s NPCC Ltd., Raja House, 30-31, Nehru Place, New Delhi- 110019 (hereinafter referred as the "Contractor") on 28 Mar 2018 by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the "Authority"); and.

3. **WHEREAS**, the Contract Agreement was signed between M/s NPCC Ltd., Raja House, 30-31, Nehru Place, New Delhi- 110019 (Contractor) and the National Highways Infrastructure & Development Corporation Limited (NHIDCL) (Authority) on 10 Apr 2018.

4. **WHEREAS**, the Appointed Date for the project was fixed as 10th Oct 2018.

5. **WHEREAS**, as per the terms and condition of the Contract Agreement, the Contractor is obliged to undertake survey, investigation, design, engineering, procurement, construction

and observe, fulfil, comply with and perform its obligations set out under the Contract Agreement.

6. WHEREAS, as per the Contract Agreement the construction of the project was to be completed in all aspects within 36 months from the Appointed Date. In the instant case, the Appointed Date was mutually agreed as 10th Oct 2018, meaning thereby that the Contractor was obliged to complete the construction by 09 Oct 2021. However, in complete disregard to the aforesaid stipulation, the Contractor had failed to undertake the construction work at the requisite pace, inter alia, due to inadequate deployment of machinery, plant, material, and manpower. However, to say the least, the progress of work has been dismal since start of the Project and the contractor has been able to achieve only 10.00% financial progress up to 04.03.2021 as per the Authority's Engineer (AE) report, against desired progress of 100%. This clearly establishes the lackadaisical approach of the contractor in executing the project.

7. WHEREAS, the Contractor has promised to achieve the Milestones as given in Schedule-J of Contract Agreement as hereunder-

Milestone	Financial Progress (%)	Date of occurrence as per CA
MS-I	10%	08 th Apr' 2019
MS-II	30%	10 th Oct' 2019
MS-III	60%	09 th Oct' 2020
MS-IV	100%	09 th Oct' 2021

8. WHEREAS, considering the EPC Contractor's request as per Clause 10.5 of Contract Agreement Authority also granted Extension of Time (EOT) for shifting the Project Milestone as hereunder -

Milestone	Date of occurrence as per CA	Date of occurrence as per EOT-I granted	Date of occurrence as per EOT-II granted	Present Status
MS-I (10%)	08 th Apr' 2019	28 th Jun' 2020	25 th Dec' 2020	Achieved on 25 Jan 2021
MS-II (30%)	10 th Oct' 2019	30 th Dec' 2020	29 th April' 2021	In progress
MS-III (60%)	09 th Oct' 2020	30 th Sep' 2021	30 th Sep' 2021	-
MS-IV (100%)	09 th Oct' 2021	30 th Mar' 2022	30 th Mar' 2022	-

9. WHEREAS, the Contractor has failed to undertake the construction work at the requisite pace with due diligence due to inadequate deployment of machinery, plant, material and manpower. To say the least Contractor could achieve only 10.00% financial progress up to date as against progress stipulated in his own work programme.

10. WHEREAS, the contractor has failed to adhere to follow adequate safety measures for referred Project Highway.

11. WHEREAS, the Contractor has failed to achieve Milestone-I by due date 25 Dec 2020. However, achieved the same within 30 days and hence damages had not been imposed upon Contractor as per clause 10.3.2 of CA.

12. WHEREAS, Contractor failed to progress the work as per their own Work Programme submitted on 07.08.2019 & 12.09.2019 (Refer Sl. no. XX & XXI).

13. WHEREAS, Authority advised the Contractor to increase resources in various meeting conducted by Authority (Refer Sl. no. 'VII & IX') so that targeted milestone can be achieved. Further the slow progress of the project was reviewed by MD, NHIDCL time to time, M/s NPCC Ltd. had assured that work will be expedited and completed within the schedule. The assurances with regard to the target given in the review meeting were not met by the Contractor for the reasons solely attributable to the Contractor.

14. WHEREAS, in spite of repeated notices and letters, Project road is not being maintained causing inconvenience to road users and adverse criticism to NHIDCL. Also it has been observed that no proper attention has been given to maintenance of existing road. In addition to that, various complaints were floated against maintenance work & safety of the existing road by District Collector. (Refer Sl. no. V, IX, XI & XIV).

15. WHEREAS, repeated notices and warnings issued to M/s NPCC Ltd. by Authority for slow progress have proved to be a futile exercise and could not yield desired results from M/s NPCC Ltd. To this effect, it may be noted that taking a strong exception to extremely slow progress of work M/s NPCC Ltd were again served with a "CURE NOTICE" under Clause 23.1.1 of Contract Agreement by the Authority vide reference at Sl. no. III, IV & VIII notifying M/s NPCC Ltd. that the Contractor should take such steps as was necessary to expedite progress, so as to comply with the timely completion of the project. However, all were in vain and to no effect, as the contractor failed to take any remedial measures at all.

16. WHEREAS, M/s NPCC Ltd. have failed time and again to achieve the milestones despite submitting revised work programme, hence, it clearly shows that M/s NPCC Ltd., have no intention to improve the pace of progress to complete the project in time. In spite of issuance of several notices by Authority's Engineer and Authority, there has been no satisfactory progress at site and there is no sign of any improvement too.

17. WHEREAS, the Authority and Authority's Engineer issued various letters regarding improvement, but till date no compliance has been made of the same by the contractor.

18. WHEREAS, MD, NHIDCL reviewed the progress fortnightly and the project was categorized as critical project due to horrendous delay. In all such meetings dated 20.11.2019, 28.11.2019, 13.12.2019, 17.02.2020, 17.03.2020, 15.04.2020, 15.05.2020, 11.06.2020, 13.07.2020, 20.08.2020, 10.09.2020, 01.10.2020, 22.10.2020, 11.11.2020, 04.12.2020, 30.12.2020, 21.01.2021, 01.01.2021, 11.02.2021, 04.03.2021, 25.03.2021, 15.04.2021, 06.05.2021, 31.05.2021 & 21.06.2021, Contractor had committed to achieve the targets of various work activities. However, not a single target could be achieved by Contractor's team, despite knowing that penalty could be imposed for non achievement of



such targets. The approach and intention of Contractor is clear when it has failed to take up the pace of work even after getting penalized for a sum of Rs. 60 Lakhs. (Refer Sl. no. III, IV & VIII).

19. WHEREAS, ED (P), RO Sikkim also started taking review of the project being life line of Sikkim wherein Contractor was repeatedly requested to increase machineries and manpower to expedite the works while noting that the progress is abysmally poor.

20. WHEREAS, while taking reviews, many time and again expressed displeasure about extremely slow progress of works which is causing extreme agony and distrust to people of Sikkim.

21. WHEREAS, RO- Sikkim, NHIDCL, as well as HQ-Delhi, NHIDCL scheduled meetings with your senior management to understand the causes of repeated failures in achieving committed targets wherein no external factor could be substantiated by the Contractor for poor pace of execution. Even the efforts were not legible enough to substantially achieve the targets committed which also warrants the Employer to take measures against the Contractor and stop falling prey to excuses and inability of Contractor.

22. WHEREAS, on broader view, for last 6 months the progress of various core activities are poorest and rate of progress is negative, if compared to targets committed by the Contractor e.g. only 0.5 km CTSB & 0 km CTB have been undertaken by Contractor in last 6 months.

23. WHEREAS, it has become evidently clear that the Contractor has failed to comply the directions of Authority regularly and resorted to false assurances as the progress of works could not be increased even after rainy season.

24. WHEREAS, the Contractor has failed to understand the criticality of the Project in view of the fact that various stakeholders (viz State/Central Govt.) are reviewing the Project on regular basis and the Contractor has caused blockage of regular traffic affecting supplies of various districts on various occasions due to inadequate engagement of resources by the Contractor. It has literally ignored the inconvenience, wastage of time and money to public and State economy.

25. WHEREAS, the Employer on various occasions pointed out the lack of manpower, be it labourers, operators or middle management, the Contractor chose to not pay any heed to it and remain insensitive to the agony of people living around the Project as well as commuters due to delayed execution.

26. WHEREAS, due to poor maintenance of existing roads, many vehicles broke down and caused loss to public property leading to loss of reputation to NHIDCL in the region.

27. WHEREAS, Authority as well as other stakeholders have lost trust in the Contractor due to false commitments and poor management. The situation has become so grave that all stakeholders are of the view that the Contractor will not be able to utilize the forthcoming working season as it has failed to put efforts to satisfaction of any party be it Authority, State Govt. or Public in general.



28. In the light of contractor's aforesaid contractual defaults, breaches, and willful non performance, as well as non compliance of various notices and instructions of the Authority/Authority's Engineer in writing and failure to achieve the progress committed by M/s NPCC Ltd., the Authority is forced to enforce conditions as per Article 23 of Contract Agreement.

29. WHEREAS, the Contractor has breached the Contract Agreement, inter-alia, with the following defaults in terms of Clause 23.1.1 of Article 23 of Contract Agreement.

(i) Sub-clause (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;

(ii) Sub-clause (f): the Project Completion Date does not occur within the period specified in Schedule-J for the scheduled completion date, or any extension thereof;

(iii) Sub-clause (h): 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 ;

(iv) Sub-clause (r): 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; and

30. WHEREAS, the Authority was left with no other option but to issue the Intention to Termination of the Contract for the defaults highlighted as above; and

31. WHEREAS, due to non-exhaustive fundamental breaches and 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 vide its letter dated 22.03.2021 (Refer Sl. no. XVIII), issued Intention to Termination in accordance with clause 23.1.2 of the Contract Agreement and granted 15 days time to the Contractor to make a representation, if any.

32. WHEREAS, vide the intention to termination notice dated 22.03.2021, (Refer Sl. no. XVIII), the contractor was also show caused as to why the instant contract with M/s NPCC Limited, should not be terminated and that as a natural consequence thereof, M/s NPCC Limited, should not be debarred for a period of two years in that event the contractor shall not be eligible to bid for any contract of the Authority either singularly or in a JV or its related parties.

33. WHEREAS, the contractor vide letter dated 03.04.2021 (Refer Sl. no. XIX) replied to the notice for intention to termination by the Authority. Vide the said reply, the contractor has alleged some issues for e.g. (i) In the state of Sikkim that immediate after month of April in every year all road got withheld, if not stopped, due to monsoon season, and which was continued till September-October of every year, (ii) Existence of diverse hindrances and/or obstacles of the site, (iii) order dated 01.05.2019 of the Govt. of Sikkim that no road work should be carried from May 1- September 30th, 2019 due to ensuing monsoon season, (iv) pandemic situation, (v) NPCC already surrendered the portion of the work consisting of the

stretch from 0.00 km to 2.00 km, (vi) Approved plan and profile received on 26.11.2020, from Authority Engineer, (vii) Hindrances at site. The Contractor has further requested for withdrawal of the Intention to Termination.

34. The reply dated 03.04.2021, received from M/s NPCC Limited, has been examined and is being rejected on the following grounds:

(a) Joint Memorandum of Site Inventory was signed on 09.10.2018, wherein the status of land available in the stretch of Ranipool-Pakyong road, NH-717 is as under:

Total Land Required (in Ha)	Land Available (in Ha)	Pvt. Land Required (in Ha)	Forest Land Diversion (in Ha)	Disbursement of Compensation complete	% of land Available
26.80	(i) 18.54 (Existing ROW)	4.002	3.1884	In progress	96%
	(ii) 1.0709 (Govt Land)				

(b) It is well known fact that rainfall in the North-Eastern Region (NER) is more than other parts of the country, due to its geographical location. This being North East, rain during April-September are quite normal. The contractors who are working in this region are well aware from this facts and M/s NPCC Limited, should have considered this aspect while bidding for the project in question and in submitting the work programme.

(c) It is also submitted that as per provision 2.5.1 of the RFP the bidders were encouraged to submit their respective bids after visiting the project site and ascertaining for themselves the site conditions, traffic location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid.

(d) As per clause 6.1.1 of the Contract Agreement the contractor acknowledged that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposal, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder.

(e) The claim that Govt. of Sikkim has issued circular for "no road works" should be carried out from 01 May 2019 to expiry 30 September 2019 is not understood, as in the said circular nowhere it was mentioned that "no road works" should be carried out. However, it was mentioned that "no constructions involving earth excavation works" shall be permitted during the period from 06th May 2019 to 30th Sep 2019 due to onset of monsoon. Therefore,

Contractor could have re-planned their works immediately and executed the excavation works on priority and during the said period other than earth excavation works.

(f) Considering the EPC Contractor's request as per clause 10.5 of Contract agreement, Authority also granted extension of time for shifting the project milestone as under:

Milestone	Date of occurrence as per CA	Date of occurrence as per EOT-I granted	Date of occurrence as per EOT-II granted (for reduced length excluding 0.00 Km to 2.00 Km)	Present Status
MS-I (10%)	08 th Apr' 2019	28 th Jun' 2020	25 th Dec' 2020	Achieved on 25 Jan 2021
MS-II (30%)	10 th Oct' 2019	30 th Dec' 2020	29 th Apr' 2021	In progress
MS-III (60%)	09 th Oct' 2020	30 th Sep' 2021	30 th Sep' 2021	-
MS-IV (100%)	09 th Oct' 2021	30 th Mar' 2022	30 th Mar' 2022	-

(g) With regard to receipt of approved plan and profile drawing on 26.11.2020 from the Authority Engineer M/s Altinok, it is stated that as per clause 10.2.4 (c) of the Contract Agreement "within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days." Hence, the Contractor could have commenced execution of works in accordance with the Contract Agreement. However, the status of the progress as on 23.04.2021 even after laps of approx. 30 months is as under:

- a. Physical Progress- 13.33%
- b. Financial Progress- 10.00%

(h) The portion of the stretch from Km 0.00 to Km 2.00 has already been surrendered by the EPC Contractor on 18.12.2020 due to their inability to execute the work and the work has already been awarded to a different Contractor, and is presently under execution. The details of works executed by M/s NPCCL between Km 2.00 to Km 16.167 since the appointed date upto 05.07.2021 are as hereunder:

Sl. No	Item of work	Total Scope	Unit	Executed
(A)	ROAD WORK INCLUDING CULVERT			
1	Widening & Strengthening of existing road to 2-lane with paved shoulders			
a.	Earthwork upto top of subgrade	7.840	Km	2.295
b.	Sub-Base Course	9.635	Km	1.100
2	New 2-lane realignment			

a.	Earthwork upto top of subgrade	2.229	Km	1.640
3	Culverts			
a.	Pipe Culverts	17	Nos	12
b.	Box Culverts	28	Nos	4
(C)	OTHER WORKS			
a.	Dismantling of Structures	225	Nos	55
b.	Dismantling of Flexible Pavement	7.840	Km	4.500
c.	Site Clearance	14.167	Km	7.600
(D)	PROJECT FACILITIES			
a.	Breast wall	6630.00	Meter	1400.00
b.	Retaining wall		Meter	1100.00

Rest of the works as detailed in Schedule-B of CA are yet to be taken up by the Contractor which includes works of Bridges. The status of work from Km 2.00 to Km 16.67, i.e. excluding the surrendered portion, till 05.07.2021 is as under:

- a. Physical Progress- 18.02%
- b. Financial Progress- 14.98%

(i) The Contractor has failed to maintain the existing lane(s) of project highway in traffic worthy and safe condition as per clause 10.4.1 of Contract Agreement for which several Cure Period Notices and letters on 13.10.2020, 28.10.2020, 29.10.2020, 23.01.2021, 11.02.2021, 03.03.2021, 04.03.2021, 25.03.2021, 31.03.2021 were issued.

(j) M/s NPCCL vide their letter NPCC/NHIDCL/Sikkim Works/05 dated 22.06.2021 informed that the work from 2.00 Km to 6.00 Km has been finalized and shall be executed from 01.07.2021 onwards, however no such subletting permission has been taken by M/s NPCCL, if they intend to get the work done through sub contractor. Earlier also, Contractor had submitted the similar timeline/action plan which had not been adhered to by the contractor and as a result the target set by the contractor had not been achieved. It was also committed by the General Manager of Contractor during his visit that the works along built-up area of the Pakyong Bazaar of length 1.20 km (between km 13+500 to 14+700) including 02 Nos culverts to be completed by end of March 2021. But, no work has been executed. Only the culvert works was just taken up and the condition of the stretches being not trafficable wherein it was instructed to make it trafficable by next 07 days i.e. by 29 April 2021.

(k) That only 10-12 nos workers/labourers are available at site since 01 Apr 2021. The technical manpower is not sufficient to look after the works. As such, there is question to make progress of the works as per their commitment. As Pakyong Airport started functioning since Dec-2020 connecting Delhi/Kolkata, every day, the Authority has to face criticism from the Administration as well as local public due to the condition of existing road including already executed portion which is not upto the mark for traffic movement.



(l) GM(P), NHIDCL, PMU-Ranipool vide their letter 158 dated 21.05.2021 directed the Contractor to initiate the maintenance of the subject road within 01 week, failing which the work shall be carried out by engaging other party appointed by the Authority at the risk and cost of the Contractor. However, no progress and adherence to the directions of the Authority was made by the Contractor.

35. The EPC Contractor has attempted to shift the blame on the part of NHIDCL/Authority without appreciating the facts that the EOT for milestones, Schedule 'H' relaxation and adhoc payments were made to them, keeping in view the interest of the project. The EPC Contractor has failed to take note of the fact that the project in question is of national importance.

36. In light of the aforesaid, non-exhaustive fundamental breaches to the Contract and in view of the Contractor's persistence & sustained gross defaults in fulfilling the contractual obligations, leading to a material adverse effect on the Project, hence the Authority is hereby notifying the termination of the Contract with immediate effect, in accordance with clause 23.1.2 of the Contract Agreement dated 10.04.2018 entered with M/s NPCC Limited.

37. Consequent upon termination of this Agreement, the provision of Article 23 shall henceforth apply.

38. As per Clause 23.4 of the Contract Agreement, the Contractor shall comply with and conform to the following:

1.
 - a. deliver to the Authority all Plant and Materials which shall have become the property of the Authority under Article 23;
 - b. deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for the Works;
 - c. Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
 - d. Vacate the site within 15 (fifteen) days.

39. In accordance with Clause 23.5, Contractor is hereby directed to make Joint Measurement of the work executed by them, if any, along with Authority's Engineer on a date and time mutually agreed but not later than 7 days of this Termination; failing which the work will be independently measured by the Authority's Engineer in the presence of Authority's representative and such measurement shall be final and binding upon the Contractor.

40. The Authority/NHIDCL shall intimate the details of termination payment in accordance with Clause 23.6 within 30 days from the date of termination.

41. The Authorized Signatory of the Contractor is directed to meet to the undersigned along with all the details pertaining to transfer or rights in accordance with Clause 23.7.



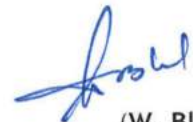
42. The Authority hereby reserves its right to recover the losses or damages and expenditures due from previous SPS's, which shall be borne by the Authority on account of maintenance of the existing Project Highway or any other expenditure which the Authority will incur due to termination of this contract on contractor's default.

43. Contractor is hereby directed to restrain any person claiming through or under agreement from entering upon the site or in part of the project except for taking possession of materials, stores, construction plants and equipments, which do vest in the Authority as per the Contract Agreement with the prior permission of the Authority.

44. In conjunction with this contract termination, M/s NPCC Limited, shall not perform further services other than those reasonably, necessary to close out this contract.

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

Yours faithfully,



(W. Blah)
Executive Director (Tech.)

Copy for info to:

- i. Executive Director (P), NHIDCL, RO- Gangtok
- ii. General Manager (P), NHIDCL, PMU- Ranipool
- iii. Authority's Engineer (M/s Altinok Consulting Engineering Inc, in JV with M/s Satra Infrastructure Management Services Pvt. Ltd. In Association with M/s MaRS Planning & Engineering Services Pvt. Ltd.)