

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110 001

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 2335 1282, www.nhidcl.com



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

**REGD A.D./COURIER/BY HAND**

No. NHIDCL/DPR/Imphal-Jiribam/NH-53

Dated: 09.11.2016.

To

M/s CDM Smith India Pvt. Ltd.,  
No. 75, 2<sup>nd</sup> floor, 14<sup>th</sup> Cross,  
1<sup>st</sup> Block, R.T. Nagar,  
Bangalore- 560032.

Kind Attn:- Shri Mahesh Krishna, Authorized Signatory.

Subject:- Consultancy Services for preparation of Feasibility Study and Detailed Project Report for improvement to Two laning with paved shoulder/ 4 laning of Imphal-Jiribam section of NH-37 (NH-53) in the State of Manipur on EPC mode under JICA-  
**Termination Notice under Clause 2.9.1 (a) of the Contract Agreement.**

Ref:- Contact Agreement dated 24.04.2015 .

Sir,

We are in receipt of your letter dated 20.09.2016 issued by you in reply to the suspension notice dated 28.08.2016 issued by us with respect to the subject Contract Agreement.

That despite the issuance of a Suspension Letter from the employer for completion of the project the physical progress achieved by you after more than one year of awarding the Contract is as good as nil, defeating the entire purpose of the Contract. Even, the Consultant has been requested to give presentation on 15.06.2016 and the alignment plan was submitted, however, the consultant has failed to turn up for the said presentation till date.

The notice of termination dated 08.07.2016 issued by you under clause 2.9.2 is illegal and invalid and the same cannot be accepted on the pretext relied by you that payment has not been made to you despite knowing the fact that the such payments cannot be released for the dismal performance shown by you.

In view of the non-remedy of the above noted failures with regard to performance of your obligations also mentioned in the Suspension Notice dated 28.08.2016 we herewith terminate the subject Contract in terms of Clause 2.9.1 (a) of the Contract Agreement which shall also form a sufficient ground for forfeiture of performance security provided by you. Further your future participation in NHIDCL projects shall be debarred with immediate effect.

This Notice of Termination is served on you without prejudice to any other contractual obligations or means available to the Employer.

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

Yours faithfully,



(Y.C. Srivastava)  
General Manager (T)