

NHIDCL/Manipur/2024/I-M-C/NH-02/-Part (1)/4978

Dated: 31.07.2026

TERMINATION NOTICE

(WITHOUT PREJUDICE)

To

M/s Jayshree International,
Jayshree, 19 Park Lane,
Church Road, Vasant Kunj,
New Delhi-110070

[Kind Attention: Shri R. Raaj Tripathi, Authorized Signatory]

Sub: "Strengthening of Churachandpur to Imphal section of old NH-150 (new NH-02) from Churachandpur Police Station (Km 402+000) to Malom Oil Depot Gate (Km 454+798) in the State of Manipur on EPC mode under NH(O)-NE (Length-53.400 Km)" - Termination Notice in accordance with Article 23.1 of the Contract Agreement -Reg.

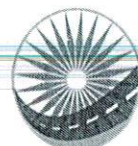
Ref:

- (i) NHIDCL/PMU-Churachandpur/I-M-C/2026/246 dated 09.06.2026
- (ii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/185 dated 20.05.2026
- (iii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/152 dated 11.05.2026
- (iv) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2376 dated 11.03.2026
- (v) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2453 dated 27.03.2026
- (vi) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2343 dated 28.02.2026
- (vii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2329 dated 27.02.2026
- (viii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2327 dated 26.02.2026
- (ix) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2293 dated 18.02.2026
- (x) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2265 dated 07.02.2026
- (xi) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2221 dated 27.01.2026
- (xii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/ 2178 dated 13.01.2026
- (xiii) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2155 dated 08.01.2026
- (xiv) NHIDCL/PMU-Churachandpur/I-M-C/NH-02/2025-26/2056 dated 11.12.2025

Sir,

Whereas, Letter of Award (LOA) for the work of " Strengthening of Churachandpur to Imphal section of old NH-150 (new NH-02) from Churachandpur Police Station (Km 402+000) to Malom Oil Depot Gate (Km 454+798) in the State of Manipur on EPC mode under NH(O)-NE (Length-53.400 Km)" through an Engineering, Procurement and Construction (EPC) Contract (hereinafter referred as "Project") was issued to M/s Jayshree International (hereinafter referred as the "EPC Contractor") on 14.07.2025 by National Highway & Infrastructure Development Corporation Limited hereinafter, referred as the "Authority".

2. Whereas, the Contract Agreement was signed between M/s Jayshree International (EPC Contractor) and the National Highway & Infrastructure Development Corporation Limited (Authority) on 25.09.2025 at the Contract Price of Rs. 46,99,49,770/- (Rupees Forty Six Crore Ninety Nine Lakh Forty Nine Thousand Seven Hundred and Seventy only) and subsequently Appointed Date was declared by Authority w.e.f. 03.10.2025 and



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

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 **03.10.2026**.

3. Whereas, the Scope of 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 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	Financial Progress	Original Schedules Dates	Achievement Date
Milestone - I	10%	07.02.2026	-
Milestone - II	35%	09.05.2026	-
Milestone - III	70%	08.08.2026	-
Scheduled Completion Date	100%	03.10.2026	-

6. Whereas, Authority has handed over ROW in 53.400 Km (100%) length to EPC Contractor on 03.10.2025.

7. 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.

8. Whereas, it has been seen that progress of the works at site is slow and only 6.22% physical progress has been achieved by EPC Contractor from appointment of the project. It is evident that from the table below, 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.

[Handwritten signature]

Sl. no	Month	Physical Progress		Financial Progress	
		Monthly (%)	Cumulative (%)	Monthly (%)	Cumulative (%)
1	Oct-25	0.00%	0.00%	0.00%	0.00%
2	Nov-25	0.00%	0.00%	0.00%	0.00%
3	Dec-25	0.00%	0.00%	0.00%	0.00%
4	Jan-26	1.06%	1.06%	0.00%	0.00%
5	Feb-26	1.88%	2.94%	0.00%	0.00%
6	Mar-26	1.24%	4.18%	0.00%	0.00%
7	Apr-26	1.59%	5.77%	0.00%	0.00%
8	May-26	0.45%	6.22%	0.00%	0.00%
9	June-26	0.00%	6.22%	0.00%	0.00%

9. Whereas, the mobilization of resources at site has never been found commensurate to the work to be undertaken in the 100% handed over stretch, made available to the EPC Contractor on appointed date i.e., 03.10.2025. Authority 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 for deploying adequate resources in terms of manpower and machineries for expediting progress of project.

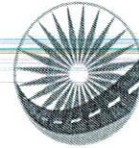
10. Whereas, it has been seen that the financial progress of the project is 0.00% only in comparison to required progress of 35% as per Project Milestone-II given in Schedule-J. Thus, EPC Contractor has failed to achieve Project Milestone-I & II.

11. Whereas, Authority 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 Milestone-I & II. However, EPC Contractor in complete disregard failed to take necessary steps as well as for providing reply to the Notice issued by Authority which indicates the commitment of the Contractor regarding completion of the Project.

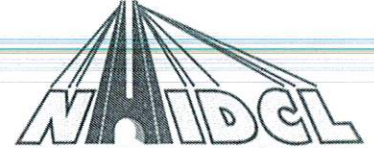
12. Whereas, Authority issued several Notices to EPC Contractor for maintenance of existing road in accordance with Clause 10.4 of the Contract Agreement. However, EPC Contractor completely failed to maintain the condition of Road which has caused immense public suffering and thereby tarnishing the image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

13. Whereas, Authority 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.





BHARATMALA
ROAD TO PROSPERITY



CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

14. Whereas, Cure Notices was issued to EPC Contractor, Cure Notice-I on 11.12.2025, Cure Notice-II on 07.02.2026, Cure Notice-III on 26.02.2026, Cure Notice-IV on 27.03.2026, and Cure Notice-V on 20.05.2026 wherein EPC Contractor was directed to cure the defaults as per the Clause 23.1 (i) of the Contract Agreement. The EPC Contractor has neither submitted any response to Cure Notice-I dated 11.12.2025, Cure Notice-II dated 07.02.2026, and Cure Notice-III dated 26.02.2026 & Cure Notice-IV on 27.03.2026 till date, nor undertaken any meaningful effort towards execution of construction works, did maintenance works, or rectification work during the respective Cure Notice periods. The EPC Contractor also failed to submit any reply before the expiry of the Cure Notice periods, which clearly demonstrates its lack of intent and commitment to perform its contractual obligations and to proceed with the execution of the Project. The EPC Contractor, vide Letter No. JSI/CCPur-Malom/2026/143 dated 11.06.2026, submitted a reply only to Cure Notice-V. The said reply has been examined by PMU, Churachandpur and has been found to be inadequate, unsatisfactory, and devoid of any credible action plan or supporting evidence demonstrating rectification of the contractual defaults or resumption of the works. 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. 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.

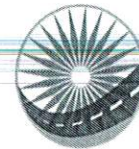
15. Whereas, the EPC Contractor was issued several Show Cause Notices dated 08.01.2026, 13.01.2026, 27.01.2026, 18.02.2026, 27.02.2026, and 11.03.2026, emphasizing and sensitizing the need to expedite the progress of works at site and to take immediate corrective measures for timely completion of the Project in accordance with the Contract Agreement. However, the EPC Contractor has failed to submit any response to any of the aforesaid Show Cause Notices till date and has also failed to take any meaningful corrective action to remedy the defaults or improve the progress of the works. Such continued non-responsiveness and inaction constitute a persistent disregard of the Authority's directions and a failure to discharge its contractual obligations.

16. 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 to execute the work with good industry practices, the contractor has repudiated himself from all the instructions and letters issued till date.

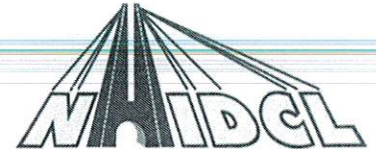
17. Furthermore, in accordance with MoRTH's Circular 33044/76/2021-S&R(P&B) dated 06.10.2021, the EPC Contractor continued to be in default of the followings:

- (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.

Subal



BHARATMALA
ROAD TO PROSPERITY



CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

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

18. Whereas, the mobilization of resources at site has never been found commensurate to the work to be undertaken in the 100% handed over 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.

19. Whereas, despite the Authority 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.

20. 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.

21. 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;

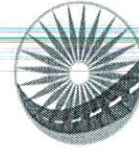
(c) Sub-Clause 23.1 (g) - the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the project within the time specified in this Agreement or as directed by the Authority Engineer.

(d) 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.

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, www.nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

22. 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.

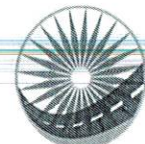
23. Whereas, It is further notified that the EPC Contractor will be solely responsible for rectifying/remedying the damages along with any public or economic loss due to continuing default and deteriorated conditions of the project highway and shall indemnify the Authority and its personnel in accordance 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.

24. 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 Jayshree International, 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 PMU-Churachandpur, NHIDCL on 09.06.2026 giving 15 days' time (till 24.06.2026) for making any representation.

25. Whereas, the EPC Contractor submitted its representation dated 22.06.2026 (received by the Authority on 24.06.2026). The said representation has been duly examined and evaluated by PMU, Churachandpur. However, the submissions made therein have been found to be **unsatisfactory, unsubstantiated, and devoid of any credible justification or documentary evidence** to explain the persistent contractual defaults. The representation fails to demonstrate any tangible corrective action or commitment towards fulfilment of the Contractor's contractual obligations and is, therefore, **not acceptable to the Authority**. Accordingly, the representation is not found acceptable by the Authority, as it does not mitigate or absolve the EPC Contractor of the defaults and breaches committed under the Contract Agreement.

26. Whereas, after strict monitoring and review during the stipulated time, the Authority has found that despite repeated instructions, reminders and cure notices, the EPC Contractor has failed to rectify serious contractual breaches, particularly related to:

- Failure to maintain the existing road and fill the potholes.
- Failure to rectify the Black spots (04 numbers)
- Failure to submit Monthly Progress Report



BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

- Failure to establish fully functional site test laboratory.
- Failure to establish contractor site camp
- Failure to submit QAP (Quality Assurance Plan)
- Failure to setup Hot Mix Plant (HMP)
- Failure to setup RMC Plant
- Failure to follow the approved mix design
- Failure to achieve the project milestone.
- Failure to provide the proper safety arrangements.
- Failure to engage adequate manpower, material and machinery.
- Failure to rectify NCRs' issued

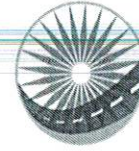
27. Whereas, it has been found by the Authority that inadequate deployment of manpower and machineries at site. Manpower deployment is critically deficient in key categories as (site engineers, supervisors, surveyor, etc) and machineries such as concrete vibrators, compaction equipment, grader, roller, paver and drainage trencher either not deployed or non-functional at site. This shortfall has become the big failure of EPC and impacted the progress and quality of work.

28. Whereas, it has been found by the Authority that the EPC Contractor fails to demonstrate any substantial improvement towards rectification. After given the sufficient time to the EPC Contractor to improve the working behaviour, there is no improvement in progress of work i.e. not aligned with the originally approved work program. EPC also fails to submit a revised work program that reflect the realistic schedule, including updated timelines, resource deployment, and activity sequencing even after multiple reminders.

29. Whereas, failure to comply with in the stipulated period, PMU-Churacahndpur recommends for Termination of the Contract without further notice and takes over the work at the risk and cost as per the provision of the Contract Agreement.

30. Whereas, the representation submitted by the EPC Contractor has been examined by the Authority and has been found to be **untenable, unsubstantiated, and without merit**. The explanations and reasons cited therein are **not acceptable to the Authority**, as the EPC Contractor has failed to fulfil its contractual obligations and has not produced any credible evidence or justification to explain the persistent defaults and delays under the Contract Agreement.

31. Whereas, after serving the cure period notice and intention of termination the EPC fails to improve the progress of work and project milestones also. Further, it has been observed after given the sufficient time to improve the working behaviour but no significant improves seems in order to progress of work i.e., not aligned with the originally approved work program. in view of the current progress of work and ensure timely completion and EPC fails to submit a revised work program that reflect the realistic schedule, including updated timelines, resource deployment, and activity sequencing even after multiple reminders. However, failure to comply with in the stipulated period will leave us with no alternative to recommend termination notice of the contract without further notice and take over the work at the risk and cost, as per the provision of the contract Agreement.



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

32. 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.

33. Whereas, it is evident that the EPC Contractor has failed to take any concrete or meaningful steps to address the issues repeatedly raised by the Authority through various Notices, Show Cause Notices, Cure Notices, and even the Notice of Intention to Terminate. Despite being afforded adequate opportunities to rectify the contractual defaults, the EPC Contractor has neither demonstrated any genuine intent nor undertaken any effective corrective action to remedy the breaches. The continued non-compliance, persistent inaction, and failure to respond satisfactorily to the Authority's directions unequivocally establish that M/s Jayshree International has not only failed to fulfil its obligations under the Contract Agreement but has also exhibited a complete lack of commitment towards execution of the Project.

34. 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 Jayshree International forthwith in accordance with Clause 23.1 of the Contract Agreement with immediate effect. The contract is hereby terminated with immediate effect.

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

36. Upon termination of this Agreement, the Contractor as per Clause 23.4 of the Contract Agreement, shall comply with and remove the resources mobilized at site.

37. The Authority hereby reserves its right to recover the losses or damages and expenditures 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 the contract on contractor's default.

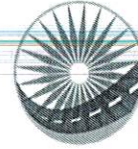
38. The contractor shall vacate the site within 15 days and handover all related documents and records to the Authority in accordance to Clause 23.4 of the Contract Agreement.

39. The EPC Contractor is hereby directed to restrain any person claiming through or under agreement from entering upon the site or any part of the project except for taking possession of materials, stores, construction plants and equipments, which do not vest in the Authority as per the Contract Agreement with the prior permission of the Authority.

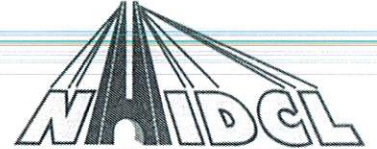
National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, www.nhidcl.com



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

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

41. 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.

This issues with the approval of the Competent Authority.

Encl: As stated above.

Ankit Loyal
31/07/2016

Ankit Loyal

DGM(T), Manipur
NHIDCL, HQ, New Delhi

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 states Govt./UT with National Highways and centrally Sponsored Schemes.
- (v) PS to MD, NHIDCL/Director(A&F/T), NHIDCL.
- (vi) All officers of NHIDCL-HQ/Regional Offices.
- (vii) Media relation/IT division/Infracon cell with request to get it hosted on NHIDCL website.