

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
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/NH-37/J-J/Pkg-1/Re-Tender/2023/226731/25

Date: 03.06.2026

To,

The Authorised Signatory
M/s Sadguru Engineers & Allied Services Pvt. Ltd.
Room No. 406, 4th Floor, Hanuman Tower
Sati Jaymati Road, Athgaon, Guwahati - 781001.

Subject: Construction of Balance work of the 4-laning of section from Jorhat to Jhanji of NH-37 (Old): Pkg-1: Road Works from km 453+000 to km 463+000 (10.000 km), under SARDP-NE under EPC mode- Termination of Contract under Article 23.1-reg.

References:

1. PMU's letter no. JRT/NHIDCL/GM/JJ/PKG-1/371/2023/5000, 19.02.2024
2. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/06, 22.02.2024
3. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/11, 27.02.2024
4. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/39, 01.04.2024
5. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5132, 06.04.2024
6. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/50, 12.04.2024
7. EPCC's letter no. HO/SEASPL/J-J/Pkg-1/NH-37/2024/081, 24.04.2024
8. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/57, 27.04.2024
9. PMU's letter no. JRT/NHIDCL/GM/Road Safety/34/Pt-4/2023/5190, 29.04.2024
10. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/61, 01.05.2024
11. AE's letter no. AE/TL/NHIDCL/NH-37/JJ, Pkg-I,II,III & IV/2024/60, 01.05.2024
12. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/67, 09.05.2024
13. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/73, 21.05.2024
14. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5248, 22.05.2024
15. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5297, 05.06.2024
16. AE's letter no. AE/TL/PKG-1/NH-37/JJ, Pkg-1/2024/87, 06.06.2024
17. PMU's letter no. JRT/NHIDCL/GM/Road Safety/34/Pt-4/2023/5306, 07.06.2024
18. PMU's letter no. JRT/NHIDCL/GM/JJ/PKG-1/371/2023/5320, 11.06.2024
19. EPCC's letter no. dated 28.06.2024 (reply to Cure Period Notice)
20. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/99, 20.06.2024
21. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/109, 11.07.2024
22. AE's letter no. AE/TL/JJ/PKG-1/NH-37/2024/124, 25.07.2024
23. AE's letter no. AE/TL/PKG-1/NH-37/JJ/2024/158, 31.08.2024
24. AE's letter no. AE/TL/JJ/PKG-1/NH-37/2025/165, 07.09.2024
25. AE's letter no. AE/TL/JJ/PKG-1/NH-37/2025/166, 07.09.2024
26. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5774, 29.09.2024
27. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5810(A), 13.10.2024
28. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-1/371/2023/5819, 14.10.2024

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29. PMU's letter no. JRT/NHIDCL/GM/OFFICE-CORR/10/Pt-10/2024/5822, 15.10.2024
30. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2024/197, 26.10.2024
31. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2024/200, 30.10.2024
32. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2024/203, 12.11.2024
33. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2024/208, 16.11.2024
34. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/237, 21.12.2024
35. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/248, 13.01.2025
36. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/252, 20.01.2025
37. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/6496(A), 20.03.2025
38. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/2023/6628, 24.04.2025
39. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/6643, 28.04.2025
40. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2025/303, 05.05.2025
41. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/6744, 12.05.2025
42. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/310, 15.05.2025
43. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/312, 17.05.2025
44. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/314, 20.05.2025
45. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/6867, 03.06.2025
46. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/6897, 07.06.2025
47. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/336, 19.06.2025
48. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7031, 03.07.2025
49. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/348, 15.07.2025
50. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2025/405, 04.09.2025
51. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/420, 12.09.2025
52. AE's letter no. AE/TL/PKG-I/NH-37/JJ/2025/422, 15.09.2025
53. PMU's letter no. JRT/NHIDCL/GM/JJ/PKG-I/371/Pt-3/2025/7484, 19.09.2025
54. PMU's letter no. JRT/NHIDCL/GM/JJ/PKG-I/371/Pt-2/2025/7482, 19.09.2025
55. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/687, 19.09.2025
56. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/698, 23.09.2025
57. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/699, 23.09.2025
58. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/701, 23.09.2025
59. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/449, 09.10.2025
60. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/720, 10.10.2025
61. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/727, 15.10.2025
62. EPCC's letter dated 16.10.2025 (addressed to MD, NHIDCL)
63. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/464, 18.10.2025
64. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/470, 29.10.2025
65. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/475, 31.10.2025
66. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7686, 02.11.2025
67. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/489, 14.11.2025
68. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/744, 19.11.2025
69. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/495, 20.11.2025
70. AE's letter no. AE/TL/JJ/PKG-I/NH-37/2025/505, 03.12.2025
71. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7809, 06.12.2025
72. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/752, 09.12.2025

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73. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7889, 24.12.2025
74. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2024/763, 29.12.2025
75. PMU's letter no. JRT/NHIDCL/GM/JJ/PKG-I/371/Pt-2/2025/7495, 11.01.2026
76. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7944, 11.01.2026
77. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7945, 11.01.2026
(Show Cause Notice)
78. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7951, 12.01.2026
79. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2026/7958, 14.01.2026
80. PMU's Notice of Intention to Terminate dated 15.01.2026
81. EPCC's letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2026/767 dated 30.01.2026
(Representation)
82. PMU's letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2026/8031, 13.02.2026
(Change of Scope approval)

Sir,

1. This Notice of Termination is being issued on behalf of the Authority, the National Highways & Infrastructure Development Corporation Limited ("NHIDCL" or "the Authority"), terminating the EPC Contract dated 07.02.2024 ("EPC Contract") executed with M/s Sadguru Engineers & Allied Services Pvt. Ltd. ("the EPC Contractor" or "EPCC"), in respect of the construction of balance work of the four-laning of the Jorhat to Jhanji section of National Highway-37 (Old), Package-I, from Km 453+000 to Km 463+000 (10.000 km), in the State of Assam, under SARDP-NE on EPC mode.
2. EPCC has, throughout the currency of the EPC Contract, acted with deliberate misrepresentation, wilful concealment of material facts, and persistent breach of its contractual obligations. The conduct of EPCC in the operation of the EPC Contract demonstrates a conscious and systematic pattern of misrepresentation to obtain wrongful release of withheld funds, concealment of a pre-existing assignment / sub-contracting and profit-sharing arrangement with third parties – including a debarred contractor of the Authority – entered into one month prior to the execution of the EPC Contract, and a sustained failure to perform the Works in accordance with the EPC Contract, the standards and specifications prescribed in Schedule-D, and the time schedule prescribed in Schedule-J.
3. EPCC's performance is not a case of mere delay or isolated defects. The Project Highway, being a brownfield expansion of an existing operational two-lane National Highway corridor – with the existing carriageway carrying live traffic on the Appointed Date and the alignment available and accessible to EPCC from 14.02.2024 – there was no impediment to mobilisation, deployment of resources, transport of plant and material, or execution of widening and ancillary works on the adjacent stretches. Despite such favourable conditions, EPCC failed to achieve any of the Project Milestones prescribed in Schedule-J within time; failed to complete the Works by the Scheduled Completion Date of

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11.08.2024; demobilised from the Site with effect from 20.10.2025; and has, since the said date, abandoned the Site, with the residual scope of safety-critical and rectification works left unexecuted and the existing lanes of the Project Highway in a state of deterioration that has been adversely affecting vehicle movements and exposing road users to risk of accidents

4. It would not be out of place to mention that the Project, envisaged for completion within a Construction Period of merely six (6) months, remains incomplete even after the lapse of over 800 days. EPCC was awarded a limited residual scope left behind by the previously terminated contractor to be completed. Despite the extraordinary support extended by the Authority beyond its contractual obligations, including the issuance of comfort letters to EPCC's vendors and the conditional release of Liquidated Damages, EPCC has abandoned the Project, left the Works incomplete, permitted the existing carriageway to deteriorate, and exposed road users to daily hazard. EPCC's default has compelled the Authority to re-tender the balance works at a materially higher cost and to incur the attendant tendering and administrative expenditure afresh.
5. The material breaches of the EPC Contract by EPCC are set out hereunder:
 - A. Failure to achieve the Project Milestones [Article 23.1(i)(c)]
6. EPCC has failed to achieve the Project Milestones stipulated under Schedule-J of the EPC Contract within the times therein prescribed. The factual position is as follows:

Project Milestone	Schedule-J Due Date	Date of Actual Achievement	Delay (days)
Milestone-I (10% progress)	13.03.2024	26.07.2024	135
Milestone-II (45% progress)	13.05.2024	14.02.2025	277
Milestone-III (70% progress)	12.06.2024	20.03.2025	281

7. Each of the said Milestones continued in default for a period exceeding forty-five (45) days from its respective Schedule-J due date, thereby attracting Article 23.1(i)(c) of the EPC Contract. The delay is attributable, in the Authority's considered assessment, to EPCC's deficient planning, inadequate mobilisation of resources and continued non-performance. Damages on account of the said milestone lapses, computed at 0.05% per day in terms of Articles 10.3(ii) and 10.3(iii) of the EPC Contract, were intimated to EPCC vide the Authority's letters no. 5308 dated 07.06.2024, no. 6615 dated 23.04.2025, and no. 6744 dated 12.05.2025.
8. Authority duly fulfilled all contractual pre-conditions, including handing over 100% encumbrance-free Right of Way on the Appointed Date and facilitating

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execution of the Project strictly in accordance with the Contract. The Joint Handover Memorandum dated 13.02.2024 clearly recorded the availability of the ROW as per Clause 8.2 and formed the basis of the declaration of the Appointed Date of 14.02.2024. Even assuming, without admitting, that isolated patches of the Project Highway encountered Right of Way obstructions during execution, the same could not have justified any complete stoppage of Works by EPCC. The Project is a brownfield project, involving the four-laning of the existing two-lane Jorhat to Jhanji section of National Highway-37 (Old). The existing carriageway was operational and carrying live traffic on the Appointed Date, and access to the Project corridor was therefore inherent and continuous. EPCC had unimpeded entry to the existing alignment for mobilisation, transport of plant and material, and execution of widening and ancillary works on adjacent stretches. At no stage has EPCC identified a single contiguous stretch where physical access to the Project Highway was absolutely denied. The repeated invocation of Right of Way hindrances, weather, and other limited events to explain wholesale inactivity, demobilisation and abandonment of the Site cannot be sustained, and the chronic underperformance, the prolonged delay exceeding one year, and the failure to comply with safety and maintenance obligations under the EPC Contract remain solely attributable to EPCC.

B. Failure to complete the Works by the Scheduled Completion Date [Article 23.1(i)(f)]

9. The Scheduled Completion Date under Schedule-J of the EPC Contract was 11.08.2024. As on the date of this Notice, the Works remain incomplete and the delay has exceeded one year. The Authority's Engineer, vide letter no. AE/TL/JJ/PKG-I/NH-37/2025/451 dated 11.10.2025, evaluated EPCC's Extension of Time proposal dated 23.09.2025—wherein EPCC had claimed 1,857 days of Extension of Time across thirteen alleged delay events – and recommended only 34 days for grant of Extension of Time, with the balance of 1,823 days conclusively attributable to EPCC's own acts and omissions. The said evaluation of EOT proposal by AE was intimated to the Contractor for their resubmission by submitting justifications, if any. However, no subsequent EoT submission was made by the EPCC. Moreover, the said recommendation of the Authority's Engineer, being merely an evaluation and not binding upon the Authority under the EPC Contract, was not accepted by the Authority. No Extension of Time has been granted to EPCC by the Authority. Even on the most generous reckoning, the unexcused delay exceeds one year, thereby attracting Article 23.1(i)(f) of the EPC Contract.
10. The Authority's Engineer's head-wise evaluation of EPCC's Extension of Time proposal dated 23.09.2025, as conveyed vide letter no. AE/TL/JJ/PKG-I/NH-37/2025/451 dated 11.10.2025, recommending grant of 34 days of Extension of

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Time (which recommendation, as recorded above, was not accepted by the Authority), is set out below:

S. No.	Delay Event	Claim of EPCC (Days)	AE Evaluation (Days)
1.	Delay in awarding the Project	151	0
2.	Delay in providing a hindrance-free Right of Way	413	26
3.	Delay due to a discrepancy in the invert level of existing drains	126	0
4.	Delay due to the approval and revision of the design of the drain	381	0
5.	Delay due to unseasonal rains	35	0
6.	Delay in approving proof and safety consultants	40	0
7.	Delay due to the non-availability of construction materials owing to waterlogging in the supply zone area	212	0
8.	Delay due to VVIP visits, parliamentary elections, social unrest and other analogous events	133	8
9.	Delay due to the execution of additional works arising from damage in the works of the previous contractor	158	0
10.	Delay due to the second monsoon of the year 2025	180	0
11.	Delay due to non-approval of relaxations in Schedule-H	118	0
12.	Delay due to non-release of mobilisation advance Bank Guarantees on time	19	0
13.	Delay due to the withholding of payments on account of non-achievement of Milestones	60	0
	Total Days	1,857	34

11. Even assuming, without admitting, that limited hindrances occurred during execution, the same do not justify the conduct of EPCC on the Project and is borne out from the facts below:

- a. The Project being a brownfield expansion of the existing two-lane Jorhat to Jhanji section of National Highway-37 (Old) from Km 453+000 to Km 463+000, with the existing carriageway operational and carrying live traffic on the Appointed Date, access to the Project corridor was inherent and continuous;
- b. EPCC had unimpeded entry to the existing alignment for mobilisation, transport of plant and material, and execution of widening and ancillary works on adjacent stretches; and
- c. At no stage has EPCC identified a single contiguous stretch where physical access to the Project Highway was absolutely denied.

12. The recommendation of 26 days for Right of Way obstructions therefore overstates the position. As regards the 8 days recommended on account of VVIP visits, parliamentary elections, social unrest and other analogous events, the said recommendation is unsustainable on more fundamental grounds:

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- a. VVIP visits do not constitute a Force Majeure event or a Delay Event within the meaning of Clause 10.5 of the EPC Contract;
- b. Parliamentary elections are events of predictable periodicity, occurring at known intervals under the Constitution of India, and an experienced EPC Contractor was contractually expected to factor the same into its planning and resource deployment at the time of bidding;
- c. In the context of the Project site, social unrest is neither extraordinary nor unforeseen. The Project Site falls in and around areas which have been a "Disturbed Area" within the meaning of Section 3 of the Armed Forces (Special Powers) Act, 1958. The continued imposition of the said Act over the Project corridor was a publicly known and statutorily declared fact at the time of bidding and at all material times during the currency of the EPC Contract. EPCC cannot claim ignorance of the existing social dynamics in the State of Assam or seek to characterise such conditions as extraordinary or unforeseen.

13. The recommendation of 8 days is not accepted by the Authority. Hence, the events claimed by EPCC do not, either individually or cumulatively, justify the prolonged delay exceeding one year, the failure to mobilise resources, the substantial demobilisation and abandonment of the Site.

i. Abandonment of the Works and stoppage exceeding thirty days [Articles 23.1(i)(d) and 23.1(i)(e)]

14. Contract remains unfinished till date. Physical progress on the Project remained between 93.57% and 96.79% over approximately four consecutive months between 01.05.2025 and 30.09.2025. With effect from 20.10.2025, EPCC demobilised from the Site and virtually abandoned the Site. Authority's Engineer, vide letter dated 31.10.2025, notified the said position under Clause 23.1(i)(d) of the EPC Contract. The stoppage of Works has continued, without authorisation by the Authority's Engineer, for a period exceeding thirty (30) days, thereby attracting Article 23.1(i)(e) of the EPC Contract; and EPCC's conduct manifests an intention to abandon the Works within the meaning of Article 23.1(i)(d) of the EPC Contract.

ii. Failure to submit and adhere to Work Programmes [Clause 10.1(iii)(b) read with Article 23.1(i)(p)]

15. In terms of Clause 10.1(iii)(b) of the EPC Contract, EPCC was obliged to submit, and to adhere to, monthly Work Programmes encompassing resource-based and cash-cycle-based schedules. EPCC was repeatedly notified by the Authority and the Authority's Engineer, to submit revised Work Programmes, such as:

- a. By the Authority's Engineer's letters dated 01.04.2024, 12.04.2024, 01.05.2024, 06.06.2024, 11.07.2024, 31.08.2024 and 01.05.2025;
- b. By the Authority's letters dated 06.04.2024, 20.03.2025, 28.04.2025 and 07.06.2025.

16. EPCC's first Work Programme was submitted in April 2024; the second, on 24.04.2024, projected completion by December 2024. Each successive Work Programme – eleven in number deferred the projected completion date. None of the Work Programme was adhered in actual execution. The maximum deviation from planned progress, programme over programme, ranged between 3% and 83%, demonstrating that the Work Programmes were neither realistic at the time of submission nor honoured in execution. The repeated failure to submit and adhere to Work Programmes constitutes a Contractor Default attracting Article 23.1(i)(p) of the EPC Contract.

iii. Non-rectification of Defects with Material Adverse Effect [Article 23.1(i)(g)]

17. In terms of Clause 11 of the EPC Contract, EPCC is obliged to ensure that construction, materials and workmanship comply with the specified requirements, standards and good industry practice as set out in Schedule-D. Between 27.02.2024 and 01.12.2025, Authority Engineer has repeatedly issued Non-Conformance Reports to EPCC vide letters dated 27.02.2024, 27.04.2024, 21.05.2024, 07.09.2024 (2 nos.), 16.11.2024 (3 nos.), 21.12.2024, 13.01.2025, 20.01.2025, 05.05.2025, 15.05.2025, 17.05.2025, 20.05.2025, 19.06.2025, 15.07.2025, 04.09.2025, 12.09.2025 (2 nos.), 15.09.2025, 29.10.2025, 14.11.2025, 20.11.2025 and 01.12.2025.

18. The said Non-Conformance Reports relate to RE walls, retaining walls, drainage works, junctions, finishing works and the riding quality of the Main Carriageway under the Authority's Engineer's National Survey Vehicle results. EPCC has not rectified the notified non-conformities within the time frames stipulated by the Authority's Engineer. The justification of the EPCC that non-conformity in RE wall works arose due to the alleged quality of earth material from the Brahmaputra River is untenable in light of Clauses 4.1, 10.1 (d), 11.1, 11.2 (iii), 11.12, 17.3 (b) and Schedule-D of the EPC Contract Agreement. The Contract neither restricts the EPC Contractor to any particular source of material nor transfers the risk of material availability to the Authority. Procurement of suitable materials conforming to Schedule-D is an absolute obligation of the EPC Contractor, and any failure in this regard constitutes a contractual default. As a result, the outstanding non-conformities have had a Material Adverse Effect on the Project, thereby attracting Article 23.1(i)(g) of the EPC Contract.

iv. Breach of safety and maintenance obligations under Article 10.4 [Article 23.1(i)(p)]

19. In terms of Article 10.4(i) of the EPC Contract, EPCC is obliged to maintain the existing lanes of the Project Highway during the Construction Period, ensuring that their traffic-worthiness and safety standards are not substantially inferior to the condition obtaining on the Appointed Date. The condition of the existing

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lanes has, in several stretches, deteriorated. As a result, vehicle movements have been adversely affected and caused safety issues leading to death and injury of users of the highway. EPCC was put to notice of these defaults vide the Authority's letters dated 19.02.2024, 22.02.2024, 29.04.2024, 01.05.2024, 09.05.2024, 22.05.2024, 05.06.2024, 07.06.2024, 20.06.2024, 13.10.2024, 14.10.2024, 15.10.2024, 26.10.2024, 30.10.2024, 12.11.2024, 24.04.2025, 02.11.2025 and 03.12.2025, and the contemporaneous photographic record (including the photograph dated 19.09.2025 forming part of the Authority's Engineer's report of even date). Despite the said notices, EPCC has not discharged its obligations under Clause 10.4(i), The continuing non-compliance constitutes a Contractor Default attracting Article 23.1(i)(p) of the EPC Contract.

v. Inordinate delay in the submission of design and drawings [Article 23.1(i)(p)]

20. In terms of Schedule-D and Articles 5 and 10.2 of the EPC Contract, the responsibility for design and the submission of drawings rests squarely upon EPCC. The maximum time stipulated for submission and approval of all drawings was one month from the Appointed Date. EPCC submitted its first drawing after long delay on 08.04.2024. Several drawings – including the RE Wall drawing (vide letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2024/108 dated 23.05.2024), the junction drawing (dated 27.06.2024), the median and bus shelter drawings (dated 31.08.2024), the box culvert drawing (dated 21.04.2025) and the RE Wall Panel drawing (dated 30.04.2025) were well beyond the time stipulated under the EPC Contract. The justification of the EPCC that delay in submission of the designs and drawings was due to incomplete site inputs and repeated changes initiated by the Authority and Authority's Engineer, is baseless, factually incorrect and contractually untenable. The said delays in the submission of drawings materially contributed to the delay in execution of the Works and to the non-completion of the Project, and constitute a Contractor Default attracting Article 23.1(i)(p) of the EPC Contract.

vi. False statements made by EPCC in its letter dated 18.11.2025 [Article 23.1(i)(o)]

21. Without prejudice to the foregoing, the Authority records that EPCC's representations made vide its letter dated 18.11.2025, when read with its subsequent conduct, constitute statements in written form which (i) have had a material effect on the Authority's rights, obligations and interests, and (ii) are false in material particulars, thereby attracting termination under Article 23.1(i)(o) of the EPC Contract.

22. The chronology that follows establishes the falsity of the said representations:

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S. No.	Date	Particulars
1.	16.10.2025	EPCC, vide letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2025/726, requested the Authority to allow continuation of the Project by releasing withheld funds, notwithstanding the Risk-and-Cost Notice dated 19.09.2025.
2.	18.11.2025	EPCC, by letter signed by its Director and received by the Authority on the same date vide receipt no. 5411, (a) sought release of approximately Rs. 6.5 crore of withheld Liquidated Damages for Pkg-I; (b) committed to complete the balance Works by 31.12.2025 with item-wise milestones (riding quality rectification across 9.8 km, service road tapering and rectification of damaged BC works covering 670 metres by 15.12.2025; road safety works including MCB on approximately 3 km by 25.12.2025; and all remaining works including road signages, road markings and drainage by 31.12.2025); and (c) expressly undertook to enter into a settlement agreement in respect of Extension of Time "without any claims whatsoever including delay related claims."
3.	06.12.2025	The Authority, acting in reliance upon EPCC's said representations, released Rs. 4,36,25,691 (Rs. 4.36 crore), being 75% of the withheld Liquidated Damages for Pkg-I, and, vide PMU letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7809 dated 06.12.2025, requested EPCC to forthwith submit a fresh Work Programme for resumption of the Works.
4.	09.12.2025	EPCC, vide letter no. HO/SEASPL/J-J/NH-37/2025/752, acknowledged receipt of the released amount and assured the Authority that full-scale mobilisation would commence within three to four days, i.e., by 13.12.2025.
5.	24.12.2025	The Authority, vide letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7889 dated 24.12.2025, formally recorded that EPCC had neither submitted any Work Programme nor effected any change at the Site since 09.12.2025, and that "the site is still abandoned by EPCC."
6.	29.12.2025	EPCC, vide letter dated 29.12.2025, retracted from its 18.11.2025 position and demanded an additional sum exceeding the entire withheld Liquidated Damages of Rs. 6.5 crore originally sought, in direct contradiction of the express waiver "without any claims whatsoever including delay related claims" furnished six weeks earlier.

23. Facts detailed above establishes that:

- a. EPCC's statements in its letter dated 18.11.2025 induced the Authority to release Rs. 4,36,25,691 on 06.12.2025;
- b. The said statements stand falsified by EPCC's complete absence of remobilization.
- c. The falsity of the 18.11.2025 statements has had a material effect on the Authority's rights, obligations and interests – including the release of Rs. 4,36,25,691, the consequent reduction in recoverable Liquidated Damages, and the diversion of administrative resources towards a settlement framework that was never honoured by EPCC.

vii. **Illegal assignment / sub-contracting and concealment of the Memorandum of Understanding dated 08.01.2024 [Article 4.2 read with Article 23.1(i)(h); Article 23.1(i)(o)]**

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24. Documents reveal that EPCC entered into a Memorandum of Understanding dated 08.01.2024 with M/s M.P. Agarwala (P) Ltd. and M/s Kiraats Construction (P) Ltd. – i.e., one month prior to the execution of the EPC Contract dated 07.02.2024 – by and under which EPCC agreed, inter alia, to:

- a. Assign / sub-contract the Works of the Project to a common entity, in the express terms of Clause 1 of the said Memorandum of Understanding: *"Out of the four works floated by NHIDCL the parties have bagged them as follows and also the works will be subcontracted to common entity ..."*;
- b. Share the profit and loss arising from the Project equally amongst the three parties to the said Memorandum of Understanding, thereby assigning approximately two-thirds of its economic interest in the Project to entities unconnected with the EPC Contract;
- c. Engage a common Chartered Accountant for the group *"as a whole"* to certify bills raised on the Authority, to determine the value of bills raised by sub-contractors on the main contractor, and to finalise accounts amongst the parties.

25. The Memorandum of Understanding was concealed/withheld from the Authority at all material times: it was neither disclosed during the bidding process, nor at the time of execution of the EPC Contract. No prior written consent of the Authority sought for the said assignment / sub-contracting arrangement was requested. Such conduct is in violation of the EPC Contract.

26. Records available with Authority show that:

- a. Mr. Shiva Harlalka (operating as M/s Kirat Construction / M/s Shiva Harlalka), who was identified in the said Memorandum of Understanding as the party providing facilities, resources and on-ground execution support to the common entity, was a debarred contractor of the Authority. It had been debarred under the earlier contract dated 01.09.2022 with M/s Kamac Engineers Pvt. Ltd. - Shiva Harlalka (JV) for the four-laning of Jhanji to Demow from Km 491.050 to Km 535.250 of NH-37. The engagement of a debarred entity in the execution of the Works compounds the breach of Article 4.2 of the EPC Contract.
- b. When the Authority's Engineer, vide letter dated 12.06.2024, expressly enquired into Mr. Shiva Harlalka's involvement in the execution of the Project, EPCC, vide its reply dated 02.07.2024, falsely represented that Mr. Harlalka's involvement was confined to the procurement of earth material and granular sub-base material, in the express terms: *"It is to state that we are procuring the earth material and GSB material from Kirat Construction."* The said representation stands directly contradicted by EPCC's own Memorandum of Understanding dated 08.01.2024.

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27. The unauthorised assignment / sub-contracting arrangement with debarred entity constitute Contractor Defaults attracting Article 23.1(i)(h) of the EPC Contract read with Article 4.2 thereof. EPCC's false representation dated 02.07.2024 to the Authority's Engineer regarding the nature of Mr. Shiva Harlalka's involvement is a statement *false in material particulars* within the meaning of Article 23.1(i)(o) of the EPC Contract which warrants termination on that ground also.
28. Cumulative effect of EPCC's persistent defaults has resulted in a Material Adverse Effect on the Project. The prolonged delay and lack of progress have caused public inconvenience, adversely affected road safety, and defeated the fundamental objective of timely completion of an important national highway corridor. Despite repeated notices, indulgences, and extraordinary facilitative measures extended by the Authority beyond contractual obligations, EPCC has failed to demonstrate either the intent or the capability to remedy the defaults or complete the Works.
29. The Authority, *vide* its Notice of Intention to Terminate dated 15.01.2026, had called upon EPCC to make a representation within fifteen (15) days as to why the EPC Contract should not be terminated. EPCC submitted its representation vide letter no. HO/SEASPL/J-J/Pkg-I/NH-37/2026/767 dated 30.01.2026 is rejected on the grounds set out as hereunder. The said representation is contractually untenable and an afterthought intended to shift responsibility for EPCC's persistent non-performance and to manufacture a false narrative. Vide letters no. 7945 dated 11.01.2026 and no. 7951 dated 12.01.2026, the Authority has addressed the substantive grievances raised by EPCC, both of which are made an integral part of this Notice.

A. On the timing of the Notice Inviting Tender and monsoon conditions

30. EPCC has alleged that the timing of the invitation to tender and the proximity of the Appointed Date to the monsoon season impeded performance. The said allegation is misconceived. The RFP expressly required bidders, under Clauses 2.5.1 and 2.5.2(d) thereof, to assess climatic conditions, seasonal constraints, site accessibility and construction risks prior to bidding. EPCC voluntarily participated in the bidding process, unconditionally executed the EPC Contract on 07.02.2024, accepted the Appointed Date of 14.02.2024 vide the Handover Memorandum signed on the basis of a joint site visit, and commenced the Works without protest. At no stage did EPCC raise any objection on this count. The plea is a manifest afterthought and raised for the first time in the representation dated 30.01.2026 after abandonment of the Site.

B. On the allegation of hasty tendering and a defective Joint Inventory

31. EPCC has sought to allege that the tender was invited in haste with an incomplete field inventory and a defective Bill of Quantities. The said allegation is false. No such objection was raised by EPCC at the pre-bid stage or during

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execution of the EPC Contract. The Joint Inventory under Clause 1.6 of Schedule-A read with Clause 8.2 of the EPC Contract was prepared in the presence of all stakeholders (i.e., the previously terminated contractor, the present EPCC, the Authority, and the Authority's Engineer). The Handover Memorandum dated 13.02.2024 was signed by EPCC without protest, and was thereafter relied upon by EPCC itself for Schedule-H submissions and for raising payments. Having accepted and acted upon the Joint Inventory for over twenty-three months, EPCC is now estopped from disputing it. The plea is rejected.

C. On the Right of Way and site conditions

32. EPCC has stated that delays in execution are attributable to the non-availability of an encumbrance-free Right of Way, is rejected. The Project being a brownfield expansion of an existing operational two-lane National Highway corridor, access to the Project alignment was inherent and continuous. EPCC had unimpeded entry for mobilisation and execution on the bulk of the alignment from the Appointed Date. EPCC has, at no stage, identified a single contiguous stretch where physical access to the Project Highway was absolutely denied.

D. On weather and unseasonal rains

33. EPCC has sought to attribute its non-performance to unseasonal rains and adverse weather. The plea is contractually untenable and factually unsupported. Adverse weather does not constitute a Force Majeure Event under EPC Contract as heavy rainfall is a regular event in the North-East region of India, hence, the same cannot be categorized as “unforeseen”. In any event, EPCC has placed no meteorological data on record to establish that the rains were unseasonal within the meaning of the EPC Contract and, as recorded in the Authority's Engineer's evaluation dated 11.10.2025, the rainfall data for February, March and April 2024 was less than the ten-year average for those months. Reliance on weather conditions to explain non-performance during a six-month period of favourable weather (October 2024 to March 2025) – during which EPCC achieved only marginal progress – is further misconceived. The plea is also barred by Clauses 4.8, 4.11, 6.1 and 6.1(vi) of the EPC Contract, and is rejected.

E. On the alleged delay in the submission of drawings

34. EPCC has sought to attribute delays in the submission of design and drawings to alleged incomplete site inputs and repeated changes initiated by the Authority or the Authority's Engineer. The plea is incorrect and contractually untenable. EPC Contract places the responsibility for design and the submission of drawings squarely on EPCC and does not envisage any prerequisite inputs from the Authority or the Authority's Engineer. By way of illustration, the RE Wall Panel drawing submitted by EPCC vide letter dated 30.04.2025 was prepared and submitted without any inputs from the Authority or the Authority's Engineer – clearly demonstrating that such inputs were neither sought nor required. EPCC

has neither identified nor substantiated any specific input allegedly required from the Authority or the Authority's Engineer, either in its representation dated 30.01.2026 or at any time during the currency of the EPC Contract. The delays in the submission of drawings are solely attributable to EPCC.

F. On the Project Milestones, Extension of Time and the 34-day finding

35. EPCC has sought to justify the lapses in achievement of the Project Milestones on the basis of the thirteen alleged delay events that formed the subject matter of its Extension of Time proposal dated 23.09.2025. The said proposal has been examined by the Authority's Engineer, and a recommendation for grant of 34 days of Extension of Time (as against EPCC's claim of 1,857 days) has been conveyed to EPCC vide letter no. AE/TL/JJ/PKG-I/NH-37/2025/451 dated 11.10.2025. The said recommendation, being an evaluation by the Authority's Engineer and not binding upon the Authority under the EPC Contract, was not accepted by the Authority. As a matter of contractual record, no Extension of Time has been granted to EPCC by the Authority. The reasoning of the Authority's Engineer in recommending 8 days on account of VVIP visits, parliamentary elections and social unrest, and 26 days on account of Right of Way obstructions is unsustainable.
36. EPCC's allegation that the Authority's Engineer's evaluation was "*arbitrary, non-speaking and contrary to settled principles of delay analysis*" is unfounded. EPCC has, at no stage prior to 30.01.2026, sought to challenge the said evaluation in accordance with the contractual mechanism. The present challenge has been raised for the first time in the representation against termination, and hence, is an afterthought.

G. On Schedule-H, the Contract Price reconciliation and the claim for rate difference

37. EPCC has alleged incorrect measurement of works, sought enhancement of unit rates on account of variation in Schedule-H quantities, and claimed an additional sum of Rs. 23.36 crore on this head. The plea is misconceived and contractually untenable. The scope of measurements is defined in Schedule-A and Schedule-B of the EPC Contract read with the Joint Inventory dated 13.02.2024, conducted in the presence of the previously terminated contractor, EPCC, the Authority and the Authority's Engineer in accordance with Clause 1.6 of Schedule-A. The Joint Inventory was signed by EPCC without protest. The Authority's Engineer thereafter finalised the actual scope and the modified Contract Price vide letter dated 26.02.2024 at Rs. 1,02,67,11,400.37 (as against the original tender figure of Rs. 108.00 crore), on the basis of which Schedule-H was submitted by EPCC and payments were raised, processed and received by EPCC without objection.
38. In terms of the Authority's Engineer's letter dated 31.01.2025, the actual scope captured in Schedule-H was further reconciled, with the Contract Price assessed

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at Rs. 1,02,67,11,400.37, and EPCC accordingly submitted the modified Schedule-H. Upon detailed re-examination by the Authority in terms of Clause 1.6 of Schedule-A, the Authority has identified that the Contract Price is liable to be reduced by Rs. 7,08,325.51 – from Rs. 1,02,67,11,400.37 to Rs. 1,02,60,03,074.87 – and that the said amount of Rs. 7,08,325.51 is recoverable from EPCC. The Authority reserves its right to recover the said sum in the appropriate proceedings.

39. As regards EPCC's claim for enhancement of rates on account of variation in Schedule-H quantities for crash barriers, MBCB, RE wall panel casting and erection, and crash barriers over VUPs – where the designs were prepared and finalised by EPCC and the scope was frozen on the basis of the approved designs and drawings – the Contract Price stands firm and is not linked to the indicative quantities reflected in Schedule-H, which serve only as the basis for interim payments under Clauses 10.1(iv) and 10.2(iv) of the EPC Contract. Clauses 4.12 and 6.1(ii) and (iii) of the EPC Contract expressly bar EPCC from raising any claim for increase in the Contract Price on account of any increase or decrease in Schedule-H quantities arising out of finalised designs and drawings. The claim, raised belatedly more than one year after execution of the EPC Contract and only after acceptance of payments against agreed quantities and rates, is an afterthought and is rejected.

H. Change of Scope proposals (CoS-I and CoS-II)

40. EPCC has alleged wrongful withholding of payments on account of pending Change of Scope proposals aggregating Rs. 47.82 crore. No Change of Scope is pending with the Authority or with the Authority's Engineer.

41. CoS-I submitted by EPCC vide letter dated 23.09.2025 for Rs. 25.35 crore was examined and returned by the Authority's Engineer vide letter dated 18.10.2025 on reasoned contractual grounds:

- a. Failure to justify execution in breach of Article 13.2(v) of the EPC Contract;
- b. Failure to furnish Requests for Inspection and test reports demonstrating compliance with the standards and specifications stipulated in the EPC Contract;
- c. Failure to substantiate the increased length of the service road claimed under change of scope rather than under original scope; and
- d. Failure to demonstrate, in view of Clause 1.1 of Schedule-B of the EPC Contract, how the reconstruction of works inherited from the previously terminated contractor falls beyond the original scope of the EPC Contract.

42. CoS-II, submitted vide EPCC's letter dated 19.09.2025 for Rs. 22.47 crore in respect of proposed rectification works on a 400-metre section of the Main Carriageway and 30 additional junctions, was returned by the Authority's Engineer vide letter dated 09.10.2025 after technical examination. As CoS-II

relates entirely to proposed works which have not been executed by EPCC, no claim of withholding can arise.

43. It is further recorded that, where the Authority's Engineer has found a Change of Scope proposal to be contractually warranted, the same has been duly recommended and approved by the Authority, including the Change of Scope approved by the Authority vide letter no. 8031 dated 13.02.2026 for a sum exceeding Rs. 68 lakhs. EPCC's allegation of mala fide withholding of Change of Scope approvals is therefore self-serving and is rejected.

I. On the withholding of payments, Liquidated Damages and Non-Conformance Report deductions

44. EPCC has alleged wrongful withholding of Rs. 57.70 crore by the Authority. The said allegation has been comprehensively addressed and rejected in the Authority's letter no. 7951 dated 12.01.2026. All deductions effected in EPCC's running account bills have been made strictly in accordance with the EPC Contract – namely, Clauses 10.3 and 10.6 (milestone shortfalls and Liquidated Damages), Clause 11.2 (non-conforming works), Clause 19.5(iv) (withholding for incomplete items), Clause 22.1 (maintenance and rectification recoveries), and Clause 7.5(i) (retention money). No deduction has been made arbitrarily or de hors the EPC Contract.

45. The withholding on account of milestone lapse, computed under Clause 10.3 of the EPC Contract, remains valid in the absence of any Extension of Time granted by the Authority – the recommendation of 34 days by the Authority's Engineer having, for the reasons set out in the Factual Defaults Section of this Notice, not been accepted by the Authority. The Liquidated Damages of approximately Rs. 10.27 crore stand notified, and EPCC's challenge thereto is without merit. The deductions on account of Non-Conformance Reports have been effected strictly in accordance with Clauses 19.4, 19.5(iv) and 10.2(iv)(d) of the EPC Contract and are referable to specific notifications of non-conforming works by the Authority's Engineer. EPCC's characterisation of these deductions as "*unjust withholding*" is contractually impermissible and is rejected.

J. On the Mobilisation Advance Bank Guarantee and comfort letters

46. EPCC has alleged wrongful retention of the Mobilisation Advance Bank Guarantee and sought to characterise the comfort letter mechanism as a fraudulent imposition. The plea is directly contradicted by EPCC's own conduct and written representations.

47. Mobilisation Advance Bank Guarantee has not been released because it remains pledged against the comfort letters issued by the Authority to EPCC's vendors at EPCC's own written request and consent, vide its letter dated 05.09.2024, wherein EPCC expressly authorised the Authority to deduct any unpaid dues of

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suppliers and vendors from running bills, retention money or the Bank Guarantees. The Bank Guarantee was further pledged in respect of outstanding dues against subsequently issued comfort letters at EPCC's written request dated 29.04.2025. Payments against the said comfort letters remain unpaid in full, and the Bank Guarantee accordingly remains encumbered.

48. EPCC's plea that the comfort letter mechanism was a fraudulent imposition is directly contradicted by its own subsequent conduct – EPCC acted upon the comfort letters, placed work orders on the said vendors, obtained supplies of materials and services, and on its own showing cleared the dues of certain vendors and partially cleared the dues of others. Having solicited the comfort letters, reaped their benefit, and selectively discharged dues thereunder, EPCC is estopped from now characterising the same arrangement as fraud. The retention of a Bank Guarantee pledged against EPCC's own authorised obligations cannot, in any event, be characterised as an amount withheld.

K. On the Risk-and-Cost action and the alleged vendor disputes

49. EPCC has sought to characterise the Risk-and-Cost Notice dated 19.09.2025 as arbitrary, and has further sought to attribute the abandonment of the Site to alleged coercion by its vendors and related parties. Both pleas are rejected.
50. The Risk-and-Cost action was initiated strictly in accordance with Clauses 10.4(ii), 11.13(ii), 22.1 and Article 23 of the EPC Contract, after the issuance of cure notices, repeated reminders and recommendations of the Authority's Engineer, and prolonged non-performance culminating in the abandonment of the Site with effect from 20.10.2025. The said action is grounded in the contractual record and is neither arbitrary nor premature.
51. As regards EPCC's plea that the Site was abandoned on account of alleged forceful blockade by its vendors or related parties, the plea is contractually untenable. Internal commercial disputes between EPCC and its vendors fall entirely within EPCC's domain of risk and responsibility under the EPC Contract, and do not excuse suspension, demobilisation or abandonment of the Works. Further, EPCC's mandatory obligations under Clause 10.4 of the EPC Contract to ensure traffic safety and road user safety at all times, *irrespective of disputes or claims* are absolute.
52. The Cure Period Notice under Clause 23.1(i) was issued to the Contractor on 11.06.2024. Due to continued non-performance and failure to address safety and maintenance obligations, the Authority issued a Risk-and-Cost Notice on 19.09.2025, and the AE subsequently issued a notification under Clause 23.1(i)(d) on 31.10.2025 recording cessation of works at site by EPCC.
53. The EPCC alleged that they had submitted a reply to the Cure Period Notice dated 11.06.2024 vide their letter dated 28.06.2024, and that their response on

the defaults was not properly considered. This allegation is false and rejected. Each defence submitted by the EPCC vide their letter dated 28.06.2024 was thoroughly examined by the AE, whose evaluation was submitted to the Authority vide letter no. 124 dated 25.07.2024. The Authority's assessment on the defaults was subsequently conveyed to the EPCC vide letter no. 5774 dated 29.09.2024. Further, the Risk-and-Cost Notice dated 19.09.2025, the EPCC's reply dated 10.10.2025, and the Authority's response to the EPCC's letter vide letter no. 7994 dated 11.01.2026 is made an integral part of this notice and is not being reproduced herein for the sake of brevity and clarity. On the contrary, the Authority has consistently extended substantial support to the EPC Contractor beyond strict contractual requirements, including:

- i. relaxation of Schedule-H to ease the Contractor's cash flow,
- ii. issuance of comfort letters to material suppliers and equipment vendors at the Contractor's request,
- iii. facilitation of direct payments to subcontractors upon the Contractor's request,
- iv. continuous administrative coordination with district authorities to assist in resolving operational constraints, and
- v. release of 75% of withheld payments of liquidity damages on account of milestone lapse on a bona fide basis, relying on EPCC's assurances to demonstrate proportionate progress.

54. The above measures, which are not mandated under the Contract, demonstrate NHIDCL's intent to support timely completion. They also demonstrate that the Authority has acted reasonably, proportionately and in good faith, and that the present action is being contemplated as a measure of last resort after the Authority has exhausted the contractual remedies and opportunities for cure available to the EPC Contractor.

55. In view of the comprehensive rejection set out in the preceding paragraphs of this Notice, the Authority is of the considered view that EPCC's representation dated 30.01.2026 has wilfully misrepresented facts.

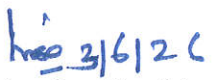
56. In view of the foregoing, the Authority is satisfied that, in its assessment based on the records and correspondence referred to herein, EPCC has committed persistent and fundamental breaches of the EPC Contract, inter alia, falling within the ambit of Articles 23.1(i)(c), 23.1(i)(d), 23.1(i)(e), 23.1(i)(f), 23.1(i)(g), 23.1(i)(h), 23.1(i)(o) and 23.1(i)(p).

57. In exercise of powers under Article 23.1 of the EPC Contract, the Authority hereby terminates the EPC Contract dated 07.02.2024 with M/s Sadguru Engineers & Allied Services Pvt. Ltd. with effect from the date of issue of this Notice. The provisions of Article 23.4 shall become operative immediately. EPCC is directed to cease all Works forthwith and vacate the

Site within fifteen (15) days from the date of this Notice in accordance with Article 23.4 of the EPC Contract.

58. This Termination Notice is issued under Article 23.1 of the EPC Contract and is without prejudice to all rights available to the Authority. Upon termination, the Authority shall be entitled to complete the balance of Works through alternate arrangements at the risk and cost of EPCC in accordance with the EPC Contract. All costs incurred by the Authority in completing the Works shall be recovered from EPCC.

Yours faithfully,


(Samar Bahadur Singh)
Executive Director (T)
NHIDCL, HQ

Copy for information and necessary action, to:

- i. ED(P), RO Guwahati, NHIDCL
- ii. GM(P), PMU Jorhat
- iii. Team Leader, AE, M/s MSV-VISPL
- iv. Office File

Copy for the favour of kind information:

- i. PS to MD, NHIDCL
- ii. Director (T)-I, NHIDCL
- iii. ED(T), NHIDCL