

NHIDCL/Assam/NH-37/J-J-IV/2023/226765/26

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 4-Laning of Section from Jorhat to Jhanji of NH-37 (Old): Pkg-IV: Structures & Toll Plaza under SARDP-NE, on EPC Mode- **Termination of the Contract under Article 23.1 - reg.**

References:

1. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/4990 dated 13.02.2024 (Declaration of Appointed Date.)
2. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/4993(A) dated 15.02.2024 (Finalisation of the Scope of the work and contract Price in accordance with clause 1.6 of Schedule-A of the tender document reg.)
3. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/19 dated 13.03.2024 (Regarding the submission of work program as per the Resources plan)
4. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/20 dated 13.03.2024 (Slow Progress of Work)
5. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/21 dated 15.03.2024 (Non-Achievement of Milestone-1)
6. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/25 dated 01.04.2024 (Regarding the submission of work program as per the resource plan.)
7. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/26 dated 01.04.2024 (Slow progress of Work)
8. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/5135 dated 06.04.2024 (Submission of revised work program)
9. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/044 dated 10.04.2024 (Submission of work programme as per resource plan)
10. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/061 dated 29.04.2024 (Submission of revised work programme as per Resources plan)
11. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/39 dated 01.05.2024 (Submission of work programme as per resource plan)
12. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/40 dated 01.05.2024 (Slow progress of Work)
13. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/42 dated 04.05.2024 (Slow Progress of Work)

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14. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/063 dated 07.05.2024 (Resubmission of revised work programme as per resources plan)
15. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/43 dated 08.05.2024 (Co-ordination of work activity programme as per submitted work programme with resources plan)
16. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/44 dated 08.05.2024 (Co-ordination of work activity programme as per submitted work programme with resources plan)
17. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/56 dated 20.05.2024 (Non-Achievement of Milestone-II)
18. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/57 dated 22.05.2024 (Slow progress of Work.)
19. AE letter no. AE/TL/NHIDCL/NH-37/JJ, Pkg-IV/2024/61 dated 05.06.2024 (Regarding submission of draft cure Notice.)
20. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/077 dated 05.06.2024 (Resubmission of revised work programme as per resources plan)
21. AE letter no. AE/TL/NHIDCL/NH-37/JJ, Pkg-IV/2024/63 dated 06.06.2024 (Submission of revised work programme as per resources plan)
22. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/5311 dated 07.06.2024 (Revised work programme of the EPC contractor dated 05.06.2024)
23. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/5323 dated 11.06.2024 (Cure period notice as per cl. 23.1(i) of the EPC Contract reg.)
24. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/71 dated 28.06.2024 (Non achievement of Milestone-III)
25. PMU Jorhat letter no. JRT/NHIDCL/GM/MM/18/Pt-4/2023/5412 dated 29.06.2024 (Minutes of Meeting held on 27.06.2024 under the chairmanship of General Manager (P), PMU-Jorhat, NHIDCL, for review of Project progress for Pkg-IV)
26. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/093 dated 02.07.2024 (Reply of the Contractor to the issue of Cure Period Notice Served under the Clause 23.1(i) of EPC Contract.)
27. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/5430 dated 08.07.2024 (Reply to cure notice response from EPCC's end)
28. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/77 dated 08.07.2024 (Slow progress of Work)
29. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/109 dated 26.07.2024 (Submission of Revised Work Programme)
30. PMU letter no. JRT/NHIDCL/GM/MM/18/Pt-5/2024/5531 dated 03.08.2024 (Minutes of Meeting to Review the progress of Jorhat to Jhanji Project: Pkg-1, Pkg-II, Pkg-III and Pkg-IV held under the Chairmanship of ED (P), RO-Guwahati on 26.07.2024)
31. PMU letter no. JRT/NHIDCL/GM/MM/18/Pt-5/2024/5636 dated 30.08.2024 (Minutes of Meeting to Review the progress of Jorhat to Jhanji Project: Pkg-1,

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- Pkg-II and Pkg-IV held under the Chairmanship of GM (P), PMU Jorhat on 14.08.2024-Reg.)
32. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/92 dated 14.08.2024 (Submission of Revised work program.)
 33. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/104 dated 21.08.2024 (Non-Achievement of Schedule Completion Date)
 34. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/105 dated 21.08.2024 (Slow Progress of Work)
 35. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/113 dated 30.08.2024 (Non-conformance of Reinforcement bars (NCR no. 02))
 36. PMU letter no. JRT/NHIDCL/GM/JJ/Pkg-IV/374/2023/5645 dated 31.08.2024 (RE Wall Erection at 480+549 (PUP) hampered due to delay in Completion of MNB at Km 480+366-reg.)
 37. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/126 dated 07.09.2024 (Slow progress of works.)
 38. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/129 dated 13.09.2024 (Slow progress of works.)
 39. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/132 dated 18.09.2024 (Slow progress of works.)
 40. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/135 dated 25.09.2024 (Slow progress of works.)
 41. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/140 dated 28.09.2024 (Slow progress of works)
 42. PMU letter no. JRT/NHIDCL/GM/JJ/PKG-IV/374/2023/5811 dated 11.10.2024 (Rejection of Reply to the Cure Period Notice as per Cl. 23.1(i) of the EPC Contract-Reg.)
 43. PMU letter no. JRT/NHIDCL/GM/JJ/PKG-IV/374/2023/5834 dated 18.10.2024 (Hindrances in work due to incomplete MNB.)
 44. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2024/170 dated 04.11.2024 (Presence of Rounded/Semi-Rounded fractions in Coarse Aggregate (NCR no. 03))
 45. PMU letter no. JRT/NHIDCL/GM/MISC/60/Pt-8/2024/5868 dated 04.11.2024 (Submission of Weekly Work Program of the Jorhat-Jhanji Projects)
 46. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/171 dated 07.11.2024 (NCR observed in PSC Girder of grade Separator located at ch. 488+747. (NCR No. 04).)
 47. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2024/185 dated 21.11.2024 (Submission of compliance report on the NCR no. 03 issued date 07.11.2024.)
 48. PMU letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/5957 dated 22.11.2024 (Submission of proposal for Extension of Time)
 49. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/200 dated 25.11.2024 (Submission of weekly work programme for the completion of the project.)

50. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/199 dated 26.11.2024 (Request for issuing the comfort letters to the suppliers of material and machinery for execution of the work.)
51. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/201 dated 28.11.2024 (Request for issuing the comfort letter for supply of stone aggregates to execute the work)
52. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg IV/374/2023/6081 dated 18.12.2024 (Notice for failure in weekly progress.)
53. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2025/200 dated 03.01.2025 (Damages in Girder no. 03 of Grade Separator during prestressing at ch. 488+747.)
54. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2025/206 dated 08.01.2025 (Submission of Methodology for repairing of voided end Block of I-Girder.)
55. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2025/210 dated 13.01.2025 (Submission of Methodology for repairing of voided end Block of I-Girder)
56. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/236 dated 27.01.2025 (Submission of Extension of Time as per Clause 10.5)
57. EPCC letter No. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/254 dated 11.02.2025 (Submission of proposal for Change of Scope under Article 13 of the EPC CA)
58. AE letter No. AE/TL/Pkg-IV/NH-37/JJ/2025/225 dated 18.02.2025 (Submission of EOT-I)
59. AE letter No. AE/TL/Pkg-IV/NH-37/JJ/2025/229 dated 06.03.2025 (Non-achievement of milestone date)
60. PMU letter No. JRT/NHIDCL/GM/JJ/Pkg-IV/374/Pt-1/2024/6456 dated 15.03.2025 (Hindrances in work due to existing Railing/improper Parapet wall of MNBs)
61. EPCC letter No. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/284 dated 17.03.2025 (Pkg-IV - Submission of Proposal for Revised Change of Scope under Article 13 EPC CA Reg)
62. PMU letter no. JRT/NHIDCL/GM/JJ/Pkg-IV/374/Pt-1/2024/6491(A) dated 20.03.2025 (Submission of Revised Work Programme)
63. PMU letter no. JRT/NHIDCL/GM/JJ/Pkg-IV/374/Pt-1/2024/6551 dated 03.04.2025 (Mismatch of FRL between Deck Slab of Grade Separator and RE Wall-Reg.)
64. AE letter no. AE/TL/Pkg-IV/NH-37/JJ/2025/238 dated 12.04.2025 (Regarding submission of revised work programme for the balance works under the project)
65. PMU letter No. JRT/NHIDCL/GM/JJ/Pkg-IV/374/2023/6618 dated 23.04.2025 (Recovery mechanism of LD amount @ 10% of the Contract Price)
66. EPCC letter No. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/312 dated 24.04.2025 (Recovery Mechanism of LD amount @10% of the Contract Price-Reg.)
67. PMU letter No. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-I/2024/6646 dated 28.04.2025 (Submission of Revised Work Programme)

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68. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/315 dated 01.05.2025 (Submission of revised Work Programme)
69. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6670 dated 02.05.2025 (Lack of progress against the work programme)
70. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6671 dated 03.05.2025 (Lack of progress against the work programme)
71. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6685 dated 05.05.2025 (Lack of progress against the work programme)
72. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/245 dated 06.05.2025 (Non-Conformance observed in the stone pitching at the 488 MJB approach location. (NCR no. 05))
73. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6699 dated 06.05.2025 (Lack of progress against the work programme)
74. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6713 dated 07.05.2025 (Lack of progress against the work programme)
75. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/322 dated 08.05.2025 (Submission of Compliance Report for NCR No. 05)
76. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6726 dated 09.05.2025 (Lack of Progress against Work Programme)
77. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6734 dated 10.05.2025 (Lack of Progress against Work Programme)
78. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6746 dated 13.05.2025 (Submission of revised work programme and recovery mechanism for LD @ 10%)
79. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/335 dated 16.05.2025 (Submission of Revised Work Programme)
80. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6760 dated 19.05.2025 (Lack of Progress)
81. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6766 dated 20.05.2025 (Lack of Progress against work programme)
82. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/322 dated 20.05.2025 (Submission of Revised work programme & Recovery Mechanism of LD amount @ 10% of the CP)
83. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/257 dated 22.05.2025 (Regarding submission of revised work programme for the balance works under the project.)
84. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6776 dated 22.05.2025 (Lack of Progress against Work Programme)
85. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6795 dated 23.05.2025 (Lack of Progress against Work Programme)
86. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-I/371/Pt-2/2025/6783 dated 23.05.2025 (Notice for encashment of BGs pledged against the Comfort letters issued by NHIDCL-Reg.)

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87. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6808 dated 26.05.2025 (Lack of Progress against Work Programme)
88. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6823 dated 28.05.2025 (Lack of Progress against Work Programme)
89. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6834 dated 30.05.2025 (Lack of Progress against Work Programme)
90. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/340 dated 31.05.2025 (Submission of justification for lack in progress)
91. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6855 dated 02.06.2025 (Lack of Progress against Work Programme)
92. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6870 dated 03.06.2025 (Lack of Progress against Work Programme)
93. EPCC no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/346 dated 03.06.2025 (Submission of Proposal for Revised Change of Scope under Article 13 of EPC CA)
94. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6895 dated 06.06.2025 (Lack of Progress against Work Programme)
95. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6900 dated 07.06.2025 (Lack of Progress against Work Programme)
96. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6904 dated 09.06.2025 (Lack of Progress against Work Programme)
97. EPCC no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/349 dated 09.06.2025 (Intimation for structural distress to approach slab of MJB 488+450)
98. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6908 dated 10.06.2025 (Lack of Progress against Work Programme)
99. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6910 dated 11.06.2025 (Construction of Boundary wall at Toll Plaza location)
100. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/265 dated 12.06.2025 (Regarding submission of revised work programme for the balance works under the project.)
101. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6925 dated 12.06.2025 (Lack of Progress against Work Programme)
102. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6931 dated 13.06.2025 (Lack of Progress against Work Programme)
103. EPCC HO/SEASPL/J-J/Pkg-IV/NH-37/2024/355 dated 13.06.2025 (Revised submission of Work Programme for the balance activities)
104. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6939 dated 14.06.2025 (Lack of Progress against Work Programme)
105. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6954 dated 19.06.2025 (Lack of Progress against Work Programme)
106. RO-Guwahati Letter no. RO-Ghy/Projects Review/ED(P)/0136/17809, dated 19.06.2025 (Tour cum inspection note of Executive Director (P), RO-Guwahati from 12th to 13th June 2025)

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107. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6958 dated 20.06.2025 (Lack of Progress against Work Programme)
108. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6974 dated 25.06.2025 (Lack of Progress against Work Programme)
109. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/6986 dated 26.06.2025 (Lack of Progress against Work Programme)
110. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/7005 dated 28.06.2025 (Lack of Progress against Work Programme)
111. PMU letter no. JRT/NHIDCL/GM/JJ/PKg-IV/374/Pt-1/2024/7027 dated 02.07.2025 (Lack of Progress against Work Programme)
112. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/275 dated 03.07.2025 (NCR in construction of approach slab in A2 (LHS) of new MJB ch. 488+450. (NCR no. 06))
113. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/276 dated 03.07.2025 (NCR in construction of gap slab in A2 (RHS) of Grade Separator (GS) at ch. 488+747. (NCR no. 07).)
114. PMU letter no. JRT/NHIDCL/GM/MSV-JRT/Corres/286/Pt-3/2024/7037 dated 04.07.2025 (Show Cause Notice)
115. EPCC no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/371 dated 04.07.2025 (Submission of revised work programme)
116. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/436 dated 13.09.2025 (Submission of revised work programme)
117. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/302 dated 19.09.2025 (Submission of revised work programme)
118. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/303 dated 20.09.2025 (Submission of compliance report on NCR no. 07 in construction of gap slab in A2 (RHS) of GS at ch. 488+747.)
119. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/456 dated 27.09.2025 (Submission of Change of Scope Proposal under Article 13 of EPC CA)
120. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/310 dated 10.10.2025 (Revised submission of change of scope proposal under article 13 of EPC CA.)
121. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/464 dated 10.10.2025 (Submission of scope for repair and rehabilitation of P1-P2 & P2-A2 of existing MJB at Ch-458+150)
122. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/316 dated 15.10.2025 (Revised recommendation of positive change of scope proposal.)
123. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/318 dated 18.10.2025 (Revised recommendation of positive change of scope proposal.)
124. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/478 dated 29.10.2025 (Revised Recommendation of Positive Change of Scope Proposal)
125. PMU letter no. JRT/NHIDCL/GM/BG/Extn/424/2024/7707 dated 08.11.2025 (Submission of Source Vista Seal-IT for Sealant Work)

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126. AE letter no. AE/TL/PKG-IV/NH-37/JJ/2025/327 dated 11.11.2025 (Slow progress and abandonment of the site)
127. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2024/156 dated 18.11.2025 (Request for release of withheld amount due to Non-Achievement of Project Milestones.)
128. PMU Jorhat letter no. JRT/NHIDCL/GM/MSV-JRT/Corres/286/Pt-3/2024/7797 dated 05.12.2025 (Release of withheld amount against the non-grant of EOT of JJ: Pkg-I & JJ: Pkg-IV)
129. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/480 dated 09.12.2025 (Assured to mobilise in 3-4 days)
130. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/PKG-IV/374/Pt-2/2025/7820 dated 10.12.2025 (Installation of Lighting and Safety Arrangements at Toll Plaza area on an urgent basis)
131. PMU Jorhat letter no. JRT/NHIDCL/GM/MM/18/Pt-5/2024/7829 dated 13.12.2025 (Review/Inspection of Projects by Executive Director (P), RO-Guwahati on 14.12.2025)
132. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/PKG-IV/374/Pt-2/2025/7888 dated 24.12.2025 (Request to Resume the Work)
133. EPCC letter no. HO/SEASPL/J-J/Pkg-IV/NH-37/2025/486 dated 29.12.2025 (Resumption of balance works and request for release of additional payments)
134. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/Pkg-I/371/Pt-2/2025/7958 dated 14.01.2026 (Notice for encashment of Bank Guarantees (BGs)-reg)
135. PMU Jorhat letter no. JRT/NHIDCL/GM/JJ/PKG-IV/374/Pt-2/2025/7981 dated 31.01.2026 (Notice for Intention to Terminate the Contract)
136. EPCC letter HO/SEASPL/J-J/Pkg-IV/NH-37/2026/488 dated 18.02.2026 (Reply to Notice for Intention to Terminate the Contract)

Sir,

1. This Notice of Termination is 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-IV: Structures & Toll Plaza, in the State of Assam, under SARDP-NE on EPC mode, with immediate effect under Article 23.1 of the EPC Contract, and directing EPCC to cease all Works and vacate the Site within 15 (fifteen) days in accordance with Article 23.4 thereof.
2. Throughout the currency of the EPC Contract, EPCC has acted with deliberate misrepresentation, wilful concealment of material facts, and persistent breach of its contractual obligations. It has concealed from the Authority Memorandum of Understanding dated 08.01.2024 by which it had

assigned / sub-contracted the Works of this Package to a common entity. Thereafter, when questioned, EPCC falsely mischaracterised that arrangement as one of mere supply. It has sought to shift responsibility for its own sustained non-performance onto the Authority through manufactured allegations.

3. 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 of structures and Toll Plaza works, including the rehabilitation of two existing Major Bridges, left behind by the previously terminated contractor to be completed. Despite the extraordinary support extended by the Authority beyond its contractual obligations, including the relaxation of Schedule-H to ease EPCC's cash flow, the issuance of comfort letters to EPCC's vendors, and the conditional release of Liquidated Damages, EPCC abandoned the Project, permitted the completed sections of a corridor carrying live four-lane traffic to deteriorate for want of maintenance, 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.
4. The material breaches of EPC Contract by EPCC are set out hereunder:
 - A. **Failure to achieve the Project Milestones [Article 23.1(i)(c)]**
5. EPCC failed to achieve the Project Milestones stipulated under Schedule-J of the EPC Contract.
 - a. Project Milestone-I (10% progress), due on 14.03.2024, was achieved only on 12.06.2024;
 - b. Project Milestone-II (45% progress), due on 13.05.2024, was achieved only on 08.01.2025; and
 - c. Project Milestone-III (70% progress), due on 12.06.2024, was achieved only on 07.02.2025.
6. The Authority intimated the milestone lapses, rejected the revised timelines, and imposed Damages at the rate of 0.05% per day in terms of Article 10.3(ii) and Article 10.3(iii) of the EPC Contract vide its letter dated 07.06.2024.
7. EPCC submitted an initial work programme in February 2024 aligning completion with December 2024, itself beyond the Scheduled Completion Date of August 2024, and thereafter failed to maintain even that schedule. The deficit against the programme widened month upon month, reaching

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61%, at which stage EPCC submitted a revised programme only after the delay had occurred, in default of Article 10.1(iii)(b) of the EPC Contract. Over the currency of the Project EPCC submitted more than five successive work programmes, each deferring the projected completion date, and failed to adhere to the revised work programmes dated 04.04.2025, 01.05.2025, 16.05.2025, 13.06.2025, 04.07.2025 and 13.09.2025.

8. Physical progress remained between 86.64% and 96.56% for approximately four consecutive months between 01.04.2025 and 30.09.2025, with a further progress of only 0.23% in October 2025. EPCC thus achieved approximately 2% progress over the six-month period to August 2025 – a period equal to the entire Construction Period – and, on five separate occasions within this period, deferred its own indicated completion timelines by approximately one month each. The maximum deviation from the planned progress across the four work programmes preceding the revised submission was 73%, 14%, 21% and 14% respectively. The non-achievement of the latest outstanding Project Milestone, continuing well beyond 45 days, constitutes a Contractor Default under Article 23.1(i)(c) of the EPC Contract.

B. Abandonment of the Works [Article 23.1(i)(d)]

9. Project Site has remained abandoned since 25.10.2025, at a physical progress of 94.73%, with negligible deployment of manpower, machinery and material, as formally notified by the Authority's Engineer vide its letter dated 11.11.2025 under Clause 23.1(i)(d) of the EPC Contract. The Authority's Engineer thereafter intimated the daily work progress to EPCC by e-mail, the records of which demonstrate the continuing cessation of work at the Site. EPCC's conduct demonstrates a failure to proceed with due diligence and a manifest intention to abandon the Works within the meaning of Article 23.1(i)(d) of the EPC Contract.

C. Failure to proceed with the Works and stoppage [Article 23.1(i)(e)]

10. EPCC was repeatedly notified to submit resource-based and cash-cycle-based work programmes in strict compliance with Clause 10.1(iii)(b) of the EPC Contract, including by the Authority's Engineer's letters dated 01.05.2024, 06.06.2024, 12.04.2025, 08.05.2025, 22.05.2025, 12.06.2025 and 19.09.2025, and by the Authority's letters dated 05.06.2024, 07.06.2024, 20.03.2025, 28.04.2025 and 13.05.2025. The monthly inspection reports of the Authority's Engineer recorded persistent inadequate resource utilisation and consequent poor progress at the Site. EPCC's failure to proceed with the Works in accordance with Clause 10.1, and its stoppage of

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the Works without authorisation, constitute a Contractor Default under Article 23.1(i)(e) of the EPC Contract.

D. Failure to achieve the Project Completion Date [Article 23.1(i)(f)]

11. EPCC has failed to complete the Project by the Scheduled Completion Date of 11.08.2024. The delay has exceeded one year, and no Extension of Time has been found admissible by the Authority or the Authority's Engineer. The Authority's Engineer evaluated EPCC's Extension of Time proposal dated 27.01.2025 and returned it for want of evidentiary documents vide letter dated 18.02.2025, strictly in accordance with Clause 10.5 read with Article 21 of the EPC Contract; no Extension of Time has been submitted thereafter. The non-occurrence of the Project Completion Date within the period specified in Schedule-J, or any extension thereof, constitutes a Contractor Default under Article 23.1(i)(f) of the EPC Contract.

E. Failure to rectify Defects having a Material Adverse Effect [Article 23.1(i)(g)]

12. EPCC has failed to discharge its obligations for the quality of construction, materials and workmanship under Schedule-D and Clause 11 of the EPC Contract. Multiple Non-Conformance Reports were issued by the Authority's Engineer, of which seven remain open and unrectified, including the Non-Conformance Reports dated 30.08.2024 (reinforcement bars), 07.11.2024 (PSC girders of the Grade Separator), 06.05.2025 (stone pitching at the 488 Major Bridge approach) and 03.07.2025 (approach slab of the Major Bridge at Km 488+747). The non-rectification of the said Defects, the Authority being constrained to withhold the corresponding work value under Clause 19.5(iv) of the EPC Contract, has a Material Adverse Effect on the Project and constitutes a Contractor Default under Article 23.1(i)(g) of the EPC Contract.

F. Delay in the submission of designs and drawings

13. As against the contractual period of one month for obtaining approval of the drawings, EPCC submitted its drawings after substantial delay. The delay attributable to EPCC is evident from following:
 - a. the first drawing being submitted only in April 2024 and drawings continuing to be submitted in and after August 2025.
 - b. The submissions required were intimated by the Authority's Engineer vide letter dated 17.02.2024;
 - c. The profile of the design director was submitted only on 13.03.2024;

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- d. The designs and drawings were reviewed by the Authority's Engineer on 08.04.2024;
 - e. The designs and drawings for the flyover / Grade Separator and the Toll Plaza were submitted on 26.04.2024;
 - f. The concrete mix design was submitted on 26.03.2024, beyond the stipulated period.
14. The said delay, being a prerequisite to the commencement of construction, is solely attributable to EPCC and has contributed to the non-completion of the Project.

G. Failure to comply with safety and maintenance obligations [Clause 10.4]

15. Notwithstanding the running of four-lane traffic since April 2025, EPCC has not completed the rehabilitation of the two existing Major Bridges in accordance with the EPC Contract, resulting in unsafe traffic operations along certain stretches and an increased risk of accidents. EPCC has thereby failed to ensure the safety of the stretch in breach of its obligations under Clause 10.4 of the EPC Contract. Repeated deficiencies in traffic safety arrangements and signage were observed and notified, endangering public safety. The said lapses are serious and continuing. Further, portions of the stretch remain incomplete while previously completed sections have deteriorated for want of proper maintenance, compromising the riding quality and safety of the corridor.

H. 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)]

16. Memorandum of Understanding dated 08.01.2024 was executed by EPCC with M/s M.P. Agarwala (P) Ltd. and M/s Kiraats Construction (P) Ltd. one month prior to the execution of the EPC Contract dated 07.02.2024. This was concealed by EPCC from the Authority at all material times and has since been revealed to the Authority. Under the said MOU, EPCC assigned / sub-contracted the Works of this Package, in the following manner:
- (a) the Works of this Package were assigned / sub-contracted to a common entity, in the express terms of Clause 1 of the said Memorandum of Understanding, which records that *“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”*, and allocates this Package to EPCC at a value of Rs. 63 crore, assigned / sub-contracted to M/s Kiraats Construction (P) Ltd.;

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- (b) EPCC retained only 15% of the value of the Works in its own hands, the said Memorandum of Understanding recording that *“the initial sub contracting will ensure 15% value retaining by the parties who has been awarded the works”*, thereby assigning / sub-contracting approximately 85% of the Works – far in excess of the 49% ceiling, and in derogation of the 51% direct-execution obligation, prescribed by Article 4.2(i) of the EPC Contract;
 - (c) EPCC agreed to 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 Works to entities unconnected with the EPC Contract; and
 - (d) a common Chartered Accountant was engaged for the group *“as a whole”* to certify the bills raised on the Authority, to determine the value of bills raised by the sub-contractors on the main contractor, and to finalise the accounts amongst the parties.
17. The assignment / sub-contracting effected under the said Memorandum of Understanding was neither communicated to the Authority prior to its being entered into nor was the prior approval of the Authority obtained at any time. The said Memorandum of Understanding was concealed from the Authority at all material times.
18. The assignment / sub-contracting brought Mr. Shiva Harlalka into the execution of the Works – an entity previously debarred under the contract dated 01.09.2022 executed with M/s Kamac Engineers Pvt. Ltd. - Shiva Harlalka (JV) for the four-laning of the Jhanji to Demow section of NH-37 from Km 491.050 to Km 535.250. Mr. Shiva Harlalka was engaged in the execution of the Works, and not merely as a supplier, stands admitted in the joint declaration of EPCC and Mr. Shiva Harlalka recording that they *“are engaged in the execution of the Jorhat Jhanji NH stretch, which has been awarded by the NHIDCL to Sadguru Engineers & Allied Services (P) Ltd.”*.
19. When called upon to disclose the involvement of Mr. Shiva Harlalka in the execution of the Works, EPCC, vide its reply dated 02.07.2024 addressing the Jorhat-Jhanji works, falsely characterised the relationship as one of mere supply, stating that *“we are procuring the earth material and GSB material from Kirat Construction”*. The said characterisation was false to EPCC's own knowledge, the said Memorandum of Understanding and EPCC's own joint declaration establishing Mr. Shiva Harlalka and M/s Kiraats Construction (P) Ltd. as the assignee / sub-contractor engaged in the

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execution of the Works. The said false statement constitutes an independent Contractor Default under Article 23.1(i)(o) of the EPC Contract.

20. The assignment / sub-contracting arrangement constitute a Contractor Default attracting Article 23.1(i)(h) of the EPC Contract read with Article 4.2 thereof; and, on additional ground of EPCC's false representation dated 02.07.2024, also Article 23.1(i)(o) of the EPC Contract.

- I. **False and time-bound representations to secure release of withheld sums [Article 23.1(i)(o)]**

21. EPCC sought the release of withheld sums on account of the non-grant of Extension of Time, and furnished an express, time-bound undertaking to demonstrate proportionate progress, resume the Works and complete them by 31.12.2025, and to enter into a settlement agreement. Acting bona fide and in reliance upon the said representations, the Authority released 75% of the withheld amount on 06.12.2025. EPCC, vide its letter dated 09.12.2025, further assured that full-scale mobilisation would commence within three to four days. No mobilisation took place, the Site continued to remain abandoned, and EPCC – vide its letter dated 29.12.2025 – resiled from its undertaking and instead demanded additional funds. The assurances furnished by EPCC were thereby rendered false by its own conduct, vitiating the very basis on which the Authority extended the concession, and constituting a Contractor Default under Article 23.1(i)(o) of the EPC Contract.
22. Throughout, the Authority extended to EPCC support and facilitation beyond its contractual obligations, including the relaxation of Schedule-H requirements to ease EPCC's cash flow, the issuance of comfort letters to material suppliers and vendors at EPCC's request, the enabling of direct payments to sub-contractors upon request, coordination with the district authorities to resolve operational constraints, and the release of 75% of the withheld sums on EPCC's assurances. These measures, not mandated under the EPC Contract, demonstrate that the Authority has acted reasonably, proportionately and in good faith, and that termination is contemplated only as a measure of last resort after the available contractual remedies and opportunities for cure have been exhausted.
23. The cumulative effect of EPCC's persistent defaults – the non-achievement of the Project Milestones, the abandonment of the Site, the failure to proceed with due diligence, the non-completion within the Scheduled Completion Date, the failure to rectify Defects, the repeated safety lapses, and the illegal assignment / sub-contracting and concealment set out above

– has resulted in a Material Adverse Effect on the Project. The said defaults have (i) compromised public safety, (ii) exposed the Authority to recurring maintenance and liability risks, (iii) delayed the achievement of the Project's intended public purpose, and (iv) impaired the Authority's ability to discharge its statutory obligations as a public body entrusted with national highway development, the timely completion of this section of the corridor having been the subject of sustained representation by the State Government of Assam.

24. In view of EPCC's persistent and sustained defaults, a Cure Period Notice under Clause 23.1(i) of the EPC Contract, recording EPCC's defaults, was issued on 11.06.2024. The reply of EPCC dated 02.07.2024 was, upon examination, found to be contrary to the factual and contractual position and devoid of merit, and was rejected vide the Authority's letter dated 11.10.2024 with a paragraph-wise reply.
25. The Authority intimated the milestone lapses and imposed Damages at the rate of 0.05% per day in terms of Article 10.3(ii) and Article 10.3(iii) of the EPC Contract vide its letter dated 07.06.2024. By its letter dated 23.04.2025, the Authority intimated accrued Damages to the tune of Rs. 6.3 crore and called upon EPCC to furnish a recovery mechanism, failing which the Authority would be constrained to deduct the Damages from the payments and securities available under the Contract.
26. Owing to the continued non-performance and the abandonment of the Site since 25.10.2025, the Authority's Engineer issued a notification under Clause 23.1(i)(d) of the EPC Contract on 11.11.2025, recording the cessation of works at the Site. Thereafter, EPCC – vide its letter dated 18.11.2025 – sought the release of withheld sums against express, time-bound undertakings to resume and complete the Works by 31.12.2025 and to enter into a settlement agreement. The Authority released 75% of the withheld amount on 06.12.2025; EPCC, vide its letter dated 09.12.2025, assured mobilisation within three to four days; no mobilisation followed; and EPCC, vide its letter dated 29.12.2025, resiled and demanded additional funds. The Authority issued a Show Cause Notice dated 11.01.2026, and replied to EPCC's contentions vide its letters dated 11.01.2026 and 12.01.2026. The Authority issued a Notice of Intention to Terminate the Contract dated 31.01.2026, calling upon EPCC to submit its representation within 15 (fifteen) days. EPCC submitted its representation vide its letter dated 18.02.2026, which is erroneous for the reasons inter alia mentioned hereinbelow.

A. Site handover and Right of Way

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27. EPCC's contention that the site handover status is disputed and that subsequent hindrances remained unresolved is unsubstantiated and denied. The Authority handed over 100% encumbrance-free Right of Way on the Appointed Date, as recorded in the Joint Handover Memorandum dated 13.02.2024, which formed the basis of the declaration of the Appointed Date. None of the delay events claimed by EPCC in its Extension of Time application dated 27.01.2025 was on account of non-availability of Right of Way. The hindrance pleaded in respect of the Foot Over Bridge at the Toll Plaza on account of an electric line was replied to vide the Authority's letter dated 25.09.2025, establishing that the works were not affected by the said line.

B. Award timeline and the Appointed Date

28. EPCC's claim for time extension founded on the alleged delay in awarding the work and declaring the Appointed Date is factually incorrect, contractually impermissible and legally untenable. The bids were invited on 07.08.2023, the Bid Due Date being extended to 03.10.2023; EPCC submitted its bid on 02.10.2023, contractually bound under Clause 2.17 of the Instructions to Bidders to maintain bid validity for 120 days; the Letter of Award was issued on 15.01.2024, well within that validity period. The EPC Contract contains no provision for the grant of time extension for delays occurring prior to the Appointed Date, and EPCC – having unconditionally accepted the Letter of Award, executed the Contract on 07.02.2024, accepted the Appointed Date, participated in the joint inventory, and submitted a Work Programme based on the agreed Construction Period – is estopped from contending otherwise.

C. Weather conditions

29. EPCC's reliance on adverse weather and seasonal rainfall is rejected. By virtue of Clauses 2.5.1 and 2.5.2(d) of the RFP, EPCC is deemed to have satisfied itself as to the climate and weather data before submitting an informed bid, and normal seasonal rainfall in the North-East – a known and predictable phenomenon – is not a Force Majeure Event within Article 21 of the EPC Contract. EPCC's own rainfall data, submitted with its Extension of Time proposal, records that, save for a limited number of months, rainfall in the relevant period was within or below the ten-year average. The delays are attributable to EPCC's deficient resource mobilisation and project planning, not to weather. The brownfield character of this Package – the rehabilitation of existing structures carrying live traffic – was a known

condition that EPCC was required to plan for, and cannot now be invoked as an impediment.

D. Extension of Time and the claimed delay events

30. EPCC submitted an Extension of Time proposal for 201 days vide its letter dated 27.01.2025. The Authority's Engineer examined the proposal and returned it for want of evidentiary support justifying the claimed delay vide its letter dated 18.02.2025, in accordance with Clause 10.5 read with Article 21 of the EPC Contract; no Extension of Time has been granted. The claimed delay events are set out below:

Delay Event	Claim of EPCC (Days)	AE's Evaluation
Force Majeure event - waterlogging in construction zone	170	Rainfall data missing
Visit of Hon'ble Prime Minister at Meleng	02	—
Stoppage of works on account of Parliamentary Elections	01	—
Stoppage of works on account of restrictions on labour imposed by local groups	02	—
Execution of additional works	26	—
Total	201	Returned for want of evidence; EOT not granted

31. Even assuming, without admitting, that the claimed delay events existed beyond the control of EPCC and aggregated to 201 days, they do not, individually or cumulatively, justify the prolonged delay exceeding one year, the failure to mobilise resources, or the substantial demobilisation and abandonment of the Site. In any event, the events comprising the visit of the Hon'ble Prime Minister at Meleng (02 days), the Parliamentary Elections (01 day) and the restrictions on labour imposed by local groups (02 days) are short, foreseeable and routine incidents of executing a national-highway project in a sensitive district of Assam, and afford no basis for the Extension of Time claimed.

E. Withholdings and deductions

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32. EPCC's contention that the Authority has wrongfully withheld sums is untenable. The amounts withheld are a direct consequence of EPCC's own milestone failures, defective and incomplete works, and the absence of any valid Extension of Time. All deductions have been effected strictly in terms of the EPC Contract, including Clauses 10.3 and 10.6 (milestone shortfalls), Clause 19.5(iv) (incomplete items) and Clause 22.1 (maintenance and rectification), and arise solely from EPCC's defaults and not from any arbitrary or non-contractual action by the Authority.

F. Change of Scope

33. EPCC's Change of Scope proposals – dated 03.06.2025 and resubmitted on 27.09.2025, the latter including strengthening and rehabilitation works already within EPCC's scope – were examined and returned by the Authority's Engineer. The Change of Scope found contractually warranted, in the sum of Rs. 0.68 crore, was approved subject to adjustment against the Damages and other dues payable by EPCC. EPCC's execution of works in anticipation of approval was in violation of Clause 13.5(iv) of the EPC Contract.

G. Non-Conformance Reports

34. EPCC's contention that the Non-Conformance Reports are routine observations, since rectified, and do not constitute a fundamental breach, is a self-serving position contrary to the EPC Contract and to IRC:SP:112. The Non-Conformance Reports dated 30.08.2024, 07.11.2024, 06.05.2025 and 03.07.2025 remain open. The contractual rectification process – submission and approval of methodology, a plan of action, and acceptance testing under the supervision of the Authority's Engineer, culminating in closure of the Non-Conformance Report – has not been followed; EPCC has instead submitted unilateral photographs of irregular works as purported compliance, which is rejected. The contention is contrary to Clauses 4.1(xi), 11.1, 23.1(i)(g), 23.1(i)(q) and 23.1(ii) of the EPC Contract.

H. Comfort letters

35. EPCC's contention that the comfort letters were self-serving is contradicted by the record. The comfort letters were issued solely at EPCC's own written request, when EPCC was unable to arrange materials independently, and EPCC acted upon and derived the entire benefit thereof. The withholding of the Mobilisation Advance Bank Guarantee against the comfort letters was effected in accordance with EPCC's own written authorisation permitting recovery of unpaid supplier and vendor dues from its running bills, retention

money and securities. The plea that the comfort-letter mechanism was a fraudulent imposition is therefore untenable.

I. Vendor and supplier disputes

36. EPCC's attempt to shift responsibility for its failure to manage its vendors and suppliers onto the Authority, under Articles 3 and 8 of the EPC Contract, is contractually untenable. The reported threats and disruptions emanate from EPCC's own vendors and private parties with whom EPCC has commercial relationships, and are not encumbrances or barriers within Articles 3 and 8, which relate to legal impediments on the Site. Clause 4.2(iv) provides that EPCC shall at all times remain responsible and liable for all its obligations notwithstanding any agreement with its sub-contractors, and no default under any such agreement shall excuse EPCC. EPCC's inability to manage its own commercial relationships falls within Clauses 4.12 and 4.1(vii)(c), and the obligation to maintain vigil over and remove obstructions from the Site falls upon EPCC under Clause 8.5.

J. Mobilisation following the release of withheld sums

37. EPCC's assertion that it made significant efforts to mobilise the Site following the release of funds on 06.12.2025 is false and unsupported. The Site has remained abandoned since 25.10.2025, as notified by the Authority's Engineer vide its letter dated 11.11.2025, and the daily progress intimated by the Authority's Engineer establishes the continuing abandonment. The assertion that the grant of Extension of Time was assured by the Authority is factually incorrect and is expressly denied.
38. In view of the comprehensive rejection set out above, the Authority is of the considered view that EPCC's representation dated 18.02.2026 has misrepresented facts, breached its written undertakings, failed to mobilise despite repeated assurances, neglected mandatory safety obligations, and sought to shift responsibility for its own persistent defaults onto the Authority through manufactured allegations. None of the pleas raised by EPCC, individually or cumulatively, displaces the Contractor Defaults established in the Factual Defaults Section of this Notice or renders termination under Article 23.1 of the EPC Contract unwarranted.
39. Without prejudice to the comprehensive rejection set out in the preceding paragraphs of this Notice, the Authority sets out below a paragraph-wise reply to EPCC's representation dated 18.02.2026, addressing the specific paragraphs of the said representation in granular detail. The two sections are to be read together; the absence of a specific response to any particular

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avermment or paragraph of EPCC's representation shall not be construed as an admission of any allegation or contention therein, every such averment being denied save where expressly admitted.

40. In view of the foregoing, the Authority is satisfied that EPCC has committed persistent and fundamental breaches of the EPC Contract. Hence, in exercise of its powers under Article 23.1 of the EPC Contract, the Authority hereby terminates the EPC Contract dated 07.02.2024 executed with M/s Sadguru Engineers & Allied Services Pvt. Ltd. in respect of Package-IV 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 to vacate the Site within 15 (fifteen) days from the date of this Notice.
41. 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,

hno 3/6/24
Samar Bahadur Singh
Executive Director (Tech.)
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