

NHIDCL/AP/AE/ICBR/TH-DG-TG/191690/251470/ 4979

20.04.2026

Termination Order

Subject: Consultancy Services for the supervision of: (i) construction of high altitude hill road from Tedadege to Henkaer from KM 0.000 to KM 28.550 in West Siang District, Arunachal Pradesh (EPC Mode); (ii) construction of high altitude hill road from Doginala to Gau from KM 0.000 to KM 15.320 in Upper Subansiri District, Arunachal Pradesh (EPC Mode). Termination of the Contract Agreement dated August 27, 2021 ("CA") executed between NHIDCL and Bloom Companies LLC JV with Jindal Consortium in association with Kapil Muni Infra Projects Private Limited ("the Consultant")

Ref.:

- (i) HQ-NHIDCL letter no. NHIDCL/Ar.Pr./AE/ICBR/TH-DG/2021/2526 dated 03.08.2021 "Letter of Award"
- (ii) Contract Agreement dated 27.08.2021.
- (iii) HQ-NHIDCL letter no. NHIDCL/AE/Sikkim/2019-2020/1311, dated 12.05.2020 "Letter to Proceed"
- (iv) HQ, NHIDCL SOP No. NHIDCL/Legal/Orders & Circulars/2022/459 dated 05.09.2023
- (v) NHIDCL/PMU-ZIRO/2024-25/ICBR/D-G/9500 dated 30.05.2025. "Show Cause Notice"
- (vi) NHIDCL/RO-ITA/02/ICBR/D-G/2020-21/11165 dated 08.07.2025 "Intention to Termination Notice"
- (vii) AE's letter Bloom-Jindal-KMIPPL/NHIDCL/2025/345 dated 08.08.2025 "Reply to the Notice for Intention to termination under clause 2.8 (i) of CA"
- (viii) NHIDCL/PMU-ZIRO/2024-25/ICBR/D-G/Notice/9833 dated 28.08.2025. "Comments on reply to the Show Cause Notice for Intention to termination under clause 2.9 of CA"
- (ix) NHIDCL/RO-ITA/02/ICBR/D-G/2020-21/11563 dated 10.09.2025 "Recommendation to termination the consultancy services contract"

This is with reference to the Intention to Termination Notice and the Reply to the Notice for Intention to Termination under clause 2.8 (i) of the CA, mentioned in (vi) and (vii) above.



2. NHIDCL has examined the Consultant's response and has concluded that the Consultant has breached several obligations, duties and responsibilities under the CA, including the following:

3. Whereas, the AE has failed to discharge its responsibilities as stipulated under Clause 4.5 of the General Conditions of Contract (GCC) of the Contract Agreement, owing to negligence in performing its duties and in maintaining adequate deployment of key personnel and sub-professional staff at the site, thereby compromising effective supervision of the ongoing civil work.

4. Whereas, the Authority's Engineer had time and but he again failed to remedy the failure in performance of their obligations as specified under various following clauses of the contract of AE:-

(i) GCC Cl. 3.1.1: *"The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods "The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub-consultants or Third Parties"* . However, AE did not abide by the same.

(ii) GCC Cl. 2.9.1 (a): *"If the Consultants failed to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2,8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing"* . However, AE did not abide by the same.

(iii) GCC Cl. 2.9.1 (d): *"If the Consultant submit to the Client a statement which has a material effect on the rights, obligation or interests of the Client and which the Consultant know to be false"* . However, AE recommended SPS-01, IPC-01, SPS-02, IPC-02, SPS-03, IPC-03 without proper scrutiny.

(iv) GCC Cl. 2.9.1 (f): *If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. RO-Itanagr has issued the intention to termination Notice and recommended for termination of the contract after examination of the reply by AE to intention to termination Notice.*

(v) GCC Cl. 2.9.1 (g): *If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause. However, AE recommended SPS-01, IPC-01, SPS-02, IPC-02, SPS-03, IPC-03 without proper scrutiny.*



(vi) TOR Cl. 3.1: "The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice." However, AE did not abide by the same.

(vii) TOR Cl.11: "Authority's Engineers shall be expected to fully comply with all the provisions of the Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules.....". However, AE failed to abide by the same.

(viii) TOR Cl.5.3: "Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the Contractor be checked and approved. Thus, the Authority's Engineer shall check the contents of Quality Assurance Plan and Manual of Concessionaire/Contractor as per requirements of Quality Management System (as per ISO 9001), IRC: SP:47-1998 and IRC: SP:57-2000 for road bridges and roads respectively. The Authority's Engineer shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Authority's Engineer shall review and formally approve the QAM and Quality Plan and send one copy to the Authority. The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor". However, AE did not abide by the same.

(ix) TOR Cl. 5.6: "On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works.....". However, the absence of key personnel resulted in non-adherence of the same.

(x) TOR Cl. 5.10: "For determining that the Works conform to Specifications and Standards, the / Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the "Quality Control Manuals") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance". However, AE did not abide by the same.

(xi) TOR Cl. 8.2: " Authority's Engineer shall:-

(a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

(b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after



adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement. However, AE did not abide by the same.

5. In light of the above, NHIDCL has concluded that the Consultant is in gross breach of the CA, and has potentially violated applicable law as well. Moreover, the Consultant has also blatantly disregarded multiple notices and instructions from NHIDCL, which clearly demonstrates unprofessional conduct. In the absence of any remedial or corrective action on the part of the Consultant, NHIDCL has decided to terminate the CA with immediate effect in accordance with Clause 2.9 of the General Conditions of Contract to the CA.

6. It is also deeply concerning to NHIDCL that it appears that the Consultant has colluded with the EPC contractor and has not properly examined the RFIs and the SPSs/IPC submitted by the EPC contractor. The Consultant has not conducted proper site examination w.r.t. the execution of work as mentioned in SPSs/IPC along with RFIs submitted by the EPC contractor. The Consultant has also misrepresented the work done details in the Monthly Progress Reports (MPR) which is required to be furnished under the CA read with the TOR. In light of the foregoing, there is strong indication of fraud and other criminal offences that the Consultant appears to be involved in, and separate action will be initiated for causing loss to the Government exchequer.

7. NHIDCL has provided the Consultant with ample opportunities to explain its position, and the various delays and lapses that have occurred under the CA. However, none of these have been satisfactory, including the "Reply to the Notice for Intention to termination under clause 2.8 (i) of CA" dated 08.08.2025, which NHIDCL found to be factually inaccurate, lacking in evidentiary support, and overall unsatisfactory. Instead of constructively addressing the substantive concerns raised by NHIDCL, the Consultant has engaged in repetitive and unproductive correspondence, thereby failing to facilitate any meaningful resolution of the issues.

8. In the light of aforesaid facts and circumstances, and after giving sufficient time to the Consultant to defend its position and cure defaults NHIDCL is left with no other option but to terminate this CA with immediate effect, in accordance with the provisions of Clause 2.9.1 of the General Conditions of Contract of the CA.

9. All the provisions of Clause ^{2.9} 2.9.4 of the General Conditions of Contract of the CA shall henceforth apply and the Consultant shall forthwith undertake the following:


- a) Deliver to NHIDCL, all plans, drawings, specifications, designs, reports, other documents, reports & software (if any) prepared by them under the CA along with a detailed inventory.
- b) Deliver to NHIDCL all equipment & material made available by NHIDCL or purchased by the Consultant with funds provided by NHIDCL.

[Handwritten signature]

10. This Termination Order is being issued without prejudice to NHIDCL's right to claim damages and/or to realize any dues, losses and damages and/ or to exercise any other right or remedy under law or contract.

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

Yours faithfully,



(Trivendra Kumar)
Executive Director (Tech.)-II

To:

- i. PSS to DG (RD) & SS, MoRT&H
- ii. PS to DGBR, Seema Sadak Bhawan
- iii. PS to Chairman, NHAI
- iv. PS to MD, NHIDCL
- v. PS to Director (A&F)
- vi. PS to Director (T) - I, II & III
- vii. ED (T/P)s, NHIDCL
- viii. GM/DGM (T/P)s, NHIDCL
- ix. GM (IT), NHIDCL, HQ (to upload the notice on the website)
- x. Consultant i.e. M/s Bloom Companies LLC JV with Jindal Consortium in Association with Kapil Muni Infra Projects Pvt. Ltd.

