



MINIRATNA CATEGORY - I COMPANY

नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड (भारत सरकार का उद्यम)

National Projects Construction Corporation Limited

(A Government of India Enterprise)
(Ministry of Jal Shakti)

Ref No- NPCC/UPZ/PMOSY-UK/02-

Date: 05.04.2024

To
M/s Pristine Engicon Pvt Ltd.
Tetaroli beside Akansha Enclave,
Harihar Singh Road Ranchi,
Jharkhand Email: pranchi0651@gmail.com

Sub: Patiyachauna to Bamanchauna MR Stage 1 & 2, Pkg No UT-01-107- Regarding Termination of work.

Ref no. Agreement No. - UT-01-107/BOND/NPCC/03 Dtd. 19-02-2019.

1- Our letter No. UKO/PMGSY/333 Date 11/01/2024.

2- Our letter No. UKO/PMGSY/342 Date 15/01/2024.

Dear Sir,

The subject cited work for construction of Patiyachauna to Bamanchauna MR Stage 1 & 2, Pkg No UT-01-107 was awarded to M/s Pristine Engicon Pvt Ltd vide above referred agreement for an amount of Rs.369.02 lacs with completion period of 9 months which completed on 18.11.2019.

The work was started in Feb 2019 and was scheduled for completion in 09 months. But even after almost 5 years, the work has still not been completed. Various correspondences were made to you from time to time for improving the quality of work and mobilize resources but no significant progress was seen at site. Due to your negligence towards the work the final termination notice was served to you vide our letter No. UKO/PMGSY/342 Date 15/01/2024.

Keeping the above in view, the Management has decided to terminate your contract as per provision laid down in clause 52 of G.C.C. Upon termination of contract, we will forfeit your deposits. Further action in terms of contract shall be taken to get the work completed at your risk and cost, without any further reference to you as per the condition stipulated in General Condition of Contract.

Hence your agreement with NPCC is hereby TERMINATED with immediate effect and black list/debar you from further participation in tenders of NPCC for 02 years.

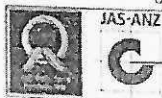
This is issued with the approval of the competent authority.

Yours faithfully

(Signature)
(Rajneesh Kr. Dubey)
Zonal Manager UP Zone

CC-

1. The Chief Engineer, PMGSY works, URRDA, Govt. of Uttarakhand, 1st floor PanchayatiRaj directorate, for information please.
2. The HOD (Projects), NPCC Ltd. Corporate Office, Gurugram for information please.
3. The OSD to CMD, NPCC Ltd. Corporate Office, Gurugram for information please.
4. All Zonal Managers, NPCC Ltd., for information please.
5. The Manager (F), UP Zone, Lucknow for information and necessary action please.
6. Manager, PIU Bhikyasain UP Zone for information and necessary action please.



Uttarakhand Office : 98- Nehru Colony, Dehradun 248001 (UK), Telephone : 0135-2675725 E-mail : npccnwr@gmail.com
Zonal Office : UP Zone 1/123, Vineet Khand, Gomti Nagar, Lucknow (UP) 226010 Tele.: 9355669690/91, E-mail : npcc noida@gmail.com
Corporate Office : Plot No. 148, Sector - 44, Gurugram- 122003, Haryana. Tele/ Fax : 0124- 2385223, EPABX No.- 0124 - 4888160-63
Registered Office: Raja House, 30-31, Nehru Place, New Delhi-110 019, Ph.: 011-26484842, 011-26416290, Tele/ Fax: 011-26468699
Website : www.npcc.gov.in CIN No. U45202DL 1957GOI002752. ISO 9001:2015

जल है तो कल है।



एन पी सी सी

नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
National Projects Construction Corporation Limited

ISO 9001-2015 Company
Ref No- NPCC/UPZ/PMGSY-UK/ 846

(A Government of India Enterprise)
MINIRATNA : CATEGORY - I COMPANY

Dated:- 08.11.2023

To,

M/s Pristine Engicon Pvt Ltd
Tetar Toli beside Akansha Enclave
Harihar Singh Road
Ranchi, Jharkhand
Email: pranchi0651@gmail.com

Sub: Dandadhar Band to Papri Mor MR Pkg No UT-09-67, (Stage-I&II)- Regarding Termination of work.

Ref no. Agreement No.- UT09-67/BOND/NPCC/20/23 Dtd. 08-07-2019.

- 1- Our letter No. UKO/PMGSY/1003 Date 19/01/2023.
- 2- Our letter No. UKO/PMGSY/1060 Date 02/03/2023.

Dear Sir,

The subject cited work for construction of Dandadhar Band to Papri Mor (UT-09-67) to was awarded to M/s Pristine Engicon Pvt Ltd vide above referred agreement for an amount of 247.60 lacs with completion period of 6 months which completed on 07.01.2020.

The work was started in July'19 and was scheduled for completion in 06 months. But even after almost 4 years, the work has still not been completed. Various correspondences were made to you from time to time for improving the quality of work and mobilize resources but no significant progress was seen at site. Due to your negligence towards the work the final termination notice was served to you vide our letter No. UKO/PMGSY/1060 Date 02/03/2023.

Keeping the above in view, the Management has decided to terminate your contract as per provision laid down in clause 52 of G.C.C. Upon termination of contract, we will forfeit your deposits, further action in terms of contract shall be taken to get the work completed at your risk and cost, without any further reference to you as per the condition stipulated in General Condition of Contract.

Hence your agreement with NPCC is hereby **TERMINATED** with immediate effect and black list/debar you from further participation in tenders of NPCC for 02 years. This is issued with the approval of the competent authority.

Yours faithfully

(Rajneesh Kr. Dubey)
Zonal Manager
UP Zone

CC-

1. The Chief Engineer, PMGSY works, URRDA, Govt. of Uttarakhand, 1st floor Panchayati Raj directorate, for information please.
2. The HOD (Projects), NPCC Ltd. Corporate Office, Gurugram for information please.
3. The OSD to CMD, NPCC Ltd. Corporate Office, Gurugram for information please.
4. All Zonal Managers, NPCC Ltd., for information please.
5. The Manager (F), UP Zone, Lucknow for information and necessary action please.
6. Manager, PIU Munsiyari UP Zone for information and necessary action please.



JAS-ANZ

UP Zonal Office : 1/123, Vineet Khond, Gomti Nagar, Lucknow (U.P.) 226010, Tel.: 9355669690/91, E-mail: zm.upz@npcc.gov.in
Corporate Office : Plot No. 148, Sector 44, Gurugram- 122 003 Haryana Tele/Fax: 0124-2385223
Registered Office : Raja House, 30-31, Nehru Place, New Delhi- 110 019
Ph.: 011-26484842, 011-26416190, Fax: 011-26468699 Website : www.npcc.gov.in

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CIN : U45202DL1957GOI002752,

Contractor's revised account. The payment of final bill for Performance Based maintenance will be made within 14 days thereafter.

50.4 In case the account for Performance Based maintenance is not received within 21 days of issue of Certificate of Completion as provided in clause 50.3 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for Performance Based maintenance will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.


52. Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

52.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a Security, which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And,

Pristine Engicon Pvt. Ltd.

 Director



67

this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

- (h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any other fundamental breaches as specified in the Contract Data

52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

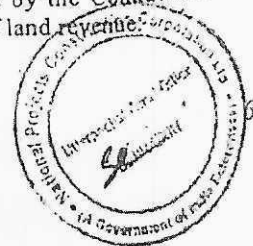
53. Payment upon Termination

53.1 (i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor.

53.1 (ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period and Performance Based maintenance of roads for five years, the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from State PMGSY works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

Pristine Engicon Pvt. Ltd.

Director



53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

54. Property

54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

55. Release from Performance

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

55.2 Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

F. Other Conditions of Contract

56. Labour

56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their safety, payment, housing, feeding and transport.

56.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

Pristino Engicon Pvt. Ltd.



Director



69

मुख्य अभियंता, निर्माण एवं गुणवत्ता नियंत्रण का कार्यालय,
ग्रामीण कार्य विभाग, बिहार, पटना।

ज्ञापांक-मु0अ0(नि0 एवं0 गु0नि0) कालीसूची-10-07/2025-1285/पटना, दिनांक-07/04/25
प्रतिलिपि:- आई0टी0 मैनेजर, ग्रामीण कार्य विभाग, पटना को विभागीय वेबसाईट पर
अपलोड करने हेतु प्रेषित।


(मो0 सुल्तान अहमद)
मुख्य अभियंता, निर्माण एवं
गुणवत्ता नियंत्रण