



Ref No.: HURL/HQ/CS502/Risk Purchase

Dtd. 30.04.2026

**Notice of Termination of Contract on Risk & Cost Basis, Claim of differential amount  
on account of Risk Purchase and Debarment of your Firm**

To,  
M/s Heliacal Energies,  
H.No. 106, Sector-09,  
Trikuta Nagar, Jammu,  
Jammu & Kashmir – 180012  
e-mail:- harsh0019@gmail.com

// By e-mail & Registered Post //

**Kind Attention: Mr. HARSHVARDHAN CHAND**

Subject: Notice of Termination of contract for "Handling, Transportation and Warehousing Support at Railhead - Shajapur, Shajapur District, Madhya Pradesh" at your Risk & Cost.

- References: 1) Letter of Intent ref No.- HURL/HQ/CS502/LOI141 Dt. 30.12.2024  
2) PO No.- 6000002528 & RC No.-4600000177 Dt. 10.01.2025  
3) Risk and Cost Notice dated 12.02.2025

Dear Sir

On 30.12.2024 you were awarded a contract for Handling, Local Transportation and Warehousing Support at Railhead – Shajapur, Shajapur District, Madhya Pradesh with a value of Rs 1,06,79,412.17 (Excluding GST).

As per contractual terms, you had defaulted in commencing the work within the stipulated time and also to submit Performance Security of Rs.5,00,000/- as per tender conditions. This amounted to non-performance of contractual obligations and breach of contract on your part. Despite numerous reminders, you had continued with the defaults.

Further, a Risk and Cost notice was issued to you on 12.02.2025 calling upon you to honour your obligations under the contract or else the company will be forced to exercise the option of substituted performance of contract through a third party or by his own agency and recover the expenses and other costs so incurred for substituted performance of contract from you. In response to the said notice, you did not take any steps for the performance of contractual obligations.

In view of the above, and pursuant to the approval of the Competent Authority, HURL, is constrained to terminate the subject contract as a whole in terms of Clause No. 39 of General

Conditions of Contract, Sec-III of the tender document and Clause No. B.4.2, Sec-V of the tender document.

Further, HURL has finalized the alternate contract on your Risk & Cost under Clause No. 48 of the General Conditions of Contract. Accordingly, you are requested to deposit an amount of Rs. 36,33,122.20 towards the differential cost/extra expenditure incurred by HURL due to substituted performance through a third party.

On account of non-performance of contractual obligations, resulting in Risk Purchase action, your firm shall be debarred from participating in tenders of HURL and/or through the CPP Portal, as applicable, for a period of two years with immediate effect.

The action is being taken as per the approval of the Competent Authority.

This action is without prejudice to HURL's right to recover any further losses, damages, costs, interest, or other remedies available under the Contract and applicable law.

Regards,

Shradha Kumari  
Manager (C&M)-HURL

SHRADHA KUMARI  
Manager (Contracts & Materials)  
हिन्दुस्तान उर्वरक एवं रसायन लिमिटेड  
HINDUSTAN URVARAK & RASAYAN LTD.  
(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)