

NHIDCL/Assam/NH-38/Dib-LedoPkg-4/2022/212049/108

Date: 03.02.2026

TERMINATION NOTICE
(WITHOUT PREJUDICE)

To

M/s RK Infracorp Limited,
Flat No. 207, Lumbini Enclave,
Opp: NIMS, Punjagutta,
Hyderabad- 500082
Email: rkinfracorp@gmail.com, rkinfracorp@hotmail.com

Sub: Strengthening/Improvement to 2- Lane with Paved Shoulder from km 16+900 (Bogapani Section) to km 27+150 (Golai Goan) on existing Dibrugarh to Ledo section with proposed Digboi Bypass (Green Field and Brown Field) (2-Lane+PS) of NH-315 (Old NH-38) in Tinsukia District in the State of Assam on EPC mode. (Package- 4) - **Termination Notice in accordance with Article 23 of the Contract Agreement - reg.**

Ref.:

- i. PMU-Dibrugarh, NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC/2023/3(1)/3084 dated 13.01.2026 - Reply on Proposal for foreclosure with mutual consent.
- ii. AE letter no. AGCIL/AE/PKG-04/2025-26/251 dated 12.01.2026.
- iii. M/s Indra Gogoi letter no. IG/NH315/Pkg-04/25-26/09 dated 05.01.2026 - Request for resolution and release of pending payments.
- iv. PMU-Dibrugarh letter no. NHIDCL/PMU-DBRG/D-L/(Pkg-04)/EPC/2023/3(1)/3052 dated 05.01.2026 regarding Public Grievance.
- v. PMU-Dibrugarh letter no. NHIDCL/PMU-DBRG/D-L(PKG-04)/EPC/2023/3(1)/2988 dated 15.12.2025 for comments of AE.
- vi. EPC Contractor letter No. NHIDCL/RK/Assam/NH-38/010 dated 05.12.2025 for Mutual Foreclosure.
- vii. AE letter no. AGICL/AE/PKG-4/2025-26/221 dated 14.11.2025 - Authority Engineer's Recommendation to Issue Termination Notice as per Clause 23.1 (ii) of Article-23 of EPC CA.
- viii. AE letter no. AGICL/AE/PKG-4/2025/1298 dated 26.09.2025 - Notice Regarding Slow progress of work and non-achievement of 2nd & 3rd Milestones.
- ix. AE letter no. AGICL/AE/PKG-4/2025/1250 dated 03.09.2025 - Failure of 2nd & 3rd Milestone achievement as per schedule-J of Contract Agreement.
- x. AE letter no. AGICL/AE/PKG-4/2025/1247 dated 02.09.2025 - Submission of required resources, Drawings and Work Programme as per directions of ED(P) (Reminder-1).
- xi. NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC/2023/3(1)/2718 dated 22.08.2025 - Notice for declaration as non-performer.
- xii. AE letter no. AGICL/AE/PKG-4/2025/1215 dated 09.08.2025 - Submission of required resources, Drawings and Work Programme as per directions of ED(P).
- xiii. AE letter no. AGICL/AE/PKG-4/2025/1209 dated 05.08.2025 - Notice regarding Slow Progress of work and Non-achievement of Milestones.

- xiv. EPC Contractor letter no. RKIPL/AS/315-S-4/25-26/439 dated 14.08.2025 - Submission of Revised Work Programme.
- xv. AE letter no. AGICL/AE/PKG-04/2025/1104 dated 19.06.2025 - Notice regarding slow progress of work and non-achievement of milestones.
- xvi. AE letter no. AGICL/AE/PKG-04/2025/1089 dated 13.06.2025 - Instructions regarding slow progress of work.
- xvii. AE letter no. AGICL/AE/PKG-4/2025/1027 dated 14.05.2025 - Failure of 2nd Milestone achievement as per schedule-J of Contract Agreement.
- xxviii. NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC(EOT)2025/2373 dated 26.04.2025 - Returned EOT for compliance.
- xix. AE letter no. AGICL/AE/PKG-04/2025-26/27 dated 24.04.2025.
- xx. NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC/2023/3(1)/2129 dated 25.02.2025 - Notifying Liquidated Damages.
- xxi. NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC/2023/3(1)/2057 dated 11.02.2025 - Notice for Intention to Termination.
- xxii. AE letter no. AGICL/AE/PKG-04/2024/752 dated 23.12.2024 - Slow progress of structure including highway work hampering due to the shortage of materials and Manpower - Reminder-II.
- xxiii. AE letter no. AGICL/AE/PKG-04/2024/745 dated 19.12.2024 - Slow progress of structure including highway work hampering due to the shortage of materials and Manpower - Reminder-I.
- xxiv. AE letter no. AGICL/ AE/PKG-04/2024/724 dated 11.12.2024 - Enhancing the safety of road users in foggy weather.
- xxv. AE letter no. AGICL/AE/PKG-04/2024/715 dated 09.12.2024 - Installation of WMM Plant.
- xxvi. AE letter no. AGICL/AE/PKG-04/2024/712 dated 07.12.2024 - Delay in submission of Mix Design of DBM (Job Mix Formula).
- xxvii. AE letter no. AGICL/AE/PKG-04/2024/694 dated 02.12.2024 - Safety measures required on existing road.
- xxviii. AE letter no. AGICL/NHIDCL/AE/Tinsukia/Dec/05 dated 30.12.2024 - Authority Engineer's Recommendation to issue Intention to Termination of Contract as per clause 23.1 of Article-23.
- xxix. AE letter no. AGCIL/AE/PKG-04/2024/685 dated 27.11.2024 - Submission of Hard Copies of remaining approved Design & Drawing of Structure.
- xxx. AE letter no. AGCIL/AE/PKG-04/2024/678 dated 25.11.2024 - Delay in submission of Mix Design of DBM (Job Mix Formula).
- xxxi. AE letter no. AGCIL/AE/PKG-04/2024/665 dated 20.11.2024 - Unavailability of material Engineer and other Lab Technical Staff.
- xxxii. AE letter no. AGCIL/AE/PKG-04/2024/647 dated 16.11.2024 - Safety measures required on Existing Road (Reminder-I).
- xxxiii. AE letter no. AGCIL/AE/PKG-04/2024/641 dated 09.11.2024 - Safety measures required on Existing Road.
- xxxiv. AE letter no. AGCIL/AE/PKG-04/2024/627 dated 04.11.2024 - Structure work hampering due to shortage of materials.
- xxxv. EPC Contractor letter no. RKIPL/AS/315-S-4/24-25/200 dated 21.09.2024 - Submission of Extension of Time (EOT) proposal as per Article 10 of CA.
- xxxvi. AE letter no. AGCIL/AE/PKG-04/2024/558 dated 20.09.2024 - Submission of revised work Programme as per Article-10 of 10.1 ((F)&(G)).
- xxxvii. AE letter no. AGCIL/AE/PKG-04/2024/532 dated 11.09.2024 - Failed to complete the target as committed by EPC Contractor.
- xxxviii. AE letter no. AGCIL/AE/PKG-04/2024/520 dated 06.09.2024 - Failed to complete the target as committed by EPC Contractor.

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- xxxix. AE letter no. AGCIL/PKG-04/2024/488 dated 22.08.2024 - Maintenance during Construction Period.
- xl. AGICL/AE/PKG-04/2024/469 dated 13.08.2024 - Non-functioning of RMC Plant.
- xli. AGICL/AE/PKG-04/2024/464 dated 07.08.2024 - Submission of revised Work Programme as per Article-10 of Clause 10.1 (F) & (G).
- xl.ii. AGICL/AE/PKG-04/2024/445 dated 02.08.2024 - Submission of revised Work Programme as per Article-10 of Clause 10.1 (F) & (G).
- xl.iii. NHIDCL letter no. NHIDCL/PMU-DBRG/D-L(PKG-04)/EPC/2023/3(1)/1462 dated 24.06.2024 - Issuance of Cure Notice as per Clause 23.1 (i) of the Contract Agreement.
- xl.iv. AE letter no. AGICL/AE/PKG-04/2024/350 dated 22.06.2024 - Recommendation for Issuance of Cure Notice Period under Clause 23.1.1. of Contract Agreement.
- xl.v. AE letter no. AGICL/AE/PKG-04/2024/318 dated 10.06.2024 - Maintenance/Rectification of Potholes on existing road.
- xl.vi. AE letter no. AGICL/AE/PKG-04/2024/286 dated 25.05.2024 - Warning letter for slow progress.
- xl.vii. AE letter no. AGICL/AE/PKG-04/2024/250 dated 15.05.2024 - Warning letter for slow progress & Submission of Plan & Profile, Design & Drawing of Structure.
- xl.viii. AE letter no. AGICL/AE/PKG-04/2024/200 dated 23.04.2024 - Warning letter for slow progress.
- xl.ix. EPC Contractor letter no. RKIPL/AS/315-S-4/23-24/28 dated 24.01.2024 - Submission of 1st Work Program)

Sir,

WHEREAS, Letter of Award (LOA) for the work of "*Widening/Improvement to 2-Lane with paved Shoulder from Km 16+900 (Bogapani) to Km 27+150 (Golai Gaon) on existing Dibrugarh to Ledo section with proposed Digboi Bypass (Green Field & Brownfield) (2-Lane+PS) of NH-315 (Old NH-38) in Tinsukia District in the state of Assam on EPC mode. (Pkg-04)*" through an Engineering, Procurement and Construction (EPC) Contract (hereinafter referred as "Project") was issued to M/s RK Infracorp Pvt. Ltd. (hereinafter referred as the "EPC Contractor") on 28.02.2023 by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the "Authority").

2. WHEREAS, the Contract Agreement was signed between M/s RK Infracorp Pvt. Ltd. (Contractor) and National Highways Infrastructure & Development Corporation Limited (NHIDCL) (Authority) on 22.08.2023 at the Contract Price of Rs.114.986 Cr. As per Clause 8.2(i) of Article 8 of the Contract Agreement, Handover Memorandum was signed jointly on 04.12.2023 in which 100% of land was made available to the EPC Contractor. Subsequently Appointed Date was declared by the Competent Authority w.e.f. 08.12.2023 and the EPC Contractor was obliged to complete the work within 730 (Seven Hundred and Thirty) days from the Appointed date i.e., on or before 06.12.2025.

3. WHEREAS, as per Article 3.1.1 of the Contract Agreement, "*the Contractor shall undertake the Survey, Investigation, Design Engineering, Procurement, Construction and Maintenance of the Project Highway and observe, fulfill and comply with and perform its obligations set out under this Agreement or arising hereunder*". Even after the lapse of approximately six months from the Appointed Date, i.e., 08.12.2023, the Plan and Profile of the project, along with other design and drawing details related to the structures and pavement design, could not be approved within time frame due to the very late submission by the EPC Contractor. The complete Plan and Profile were submitted by the EPC Contractor on 25.05.2024.

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4. WHEREAS, Article 10.2(iv)(h) of the EPC Contract Agreement which stipulates that "the EPC Contractor shall ensure that all Design and Drawing shall be approved from the Authority Engineer within 90 days from the Appointed Date". However, due to poor planning & deficient submissions of the EPC Contractor, Design and Drawing could not be approved even after lapse of more than 12 months since the Appointed Date.

5. WHEREAS, as per the Contract Agreement, the construction of the project was to be completed in all aspects within 24 (Twenty-four) months from the Appointed Date. In the instant case, the Appointed Date was declared as 08.12.2023, meaning thereby that the EPC Contractor was obliged to complete the construction by 06.12.2025. However, in complete disregard to the aforesaid stipulation, the EPC Contractor had failed to undertake the construction work at the requisite pace, inter alia, due to inadequate deployment of machinery, plant, material, and manpower. However, to say the least, the progress of work has been slow since start of the Project and the EPC Contractor has been able to achieve only 18.94% financial progress up to 22.01.2026 as per the Authority's Engineer (AE) report, against desired progress of 96%, as per the work program submitted on 24.01.2024. This clearly establishes the lackadaisical approach of the EPC Contractor in executing the project.

6. WHEREAS, the original date of Milestone-I, Milestone-II, Milestone-III and Milestone-IV according to Schedule-J of Contract Agreement and the dates of achievement of Milestones are as follows:

Milestone	% Achievement	Appointed date	Milestone date as per Contract Agreement	Achievement date
Milestone-I	10%	08-Dec-2023	23-Aug-24	03-April-2025
Milestone-II	35%		31-Mar-25	Not achieved
Milestone-III	70%		18-Aug-25	Not achieved
Milestone-IV	100%		06-Dec-25	Not achieved

7. WHEREAS, it is intimated that the EPC Contractor have not achieved any milestones in proportionate to the encumbrance free ROW made available to them by the Authority. Against the available work front, the Contractor has achieved physical progress of 22.73% & financial progress of 18.94% till 22.01.2026. The progress of items of work against Scope of the EPC Contract as on date i.e., 22.01.2026 after a lapse of more than 23 months from the Appointed Date is as tabulated below:

Stage for Payment	Scope of Work as per CA	Unit	Completed Work	Balance Work	Remarks
I Road works including culverts, widening and repair of culverts					
1	Earthwork up to top of the sub-grade	8.680	km	6.077	2.603
2	Sub-Base Course	8.680	km	5.66	3.020
3	Non-Bituminous Base Course	8.680	km	1.717	6.963
4	Bituminous Base Course	9.492	km	1.470	8.022

5	Wearing Coat	9.492	km		9.492	
II	C.1-Reconstruction/ New Service Road (Flexible Pavement)					
1	Earthwork up to top of the sub-grade	3.442	km		3.422	
2	Sub-Base Course	3.442	km		3.442	
3	Non-Bituminous Base Course	3.442	km		3.442	
4	Bituminous Base Course	3.442	km		3.442	
5	Wearing Coat	3.442	km		3.442	
D- Reconstruction and New culverts on existing road, realignments, bypasses:						
Culverts (length <6m)						
1	Culverts (length < 6m)	13	Nos	12	1	
II	Minor Bridges/ Underpasses/ Overpasses					
A.2- New Minor bridges (length >6 m and <60m)						
1	Foundation: On completion of the foundation work including foundation for wing and return walls, abutments, piers upto the abutment/pier cap.	4	Nos	4	0	
2	Sub Structures:	12	Nos	12	0	
3	Super-structure: On completion of the super structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road sign & markings tests on completion etc. complete in all respect.	8	Nos	6.48	1.52	
4	Guide Bunds and River Training Works: On completion of Guide Bunds and river Training works complete in all respects.	6	Nos	-	6	
B.2- New underpasses/ overpasses						
1	Foundation + Sub-Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/pier cap.	5	Nos	5	0	
2	Super-Structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & makings, tests on completion etc. complete in all respect. Wearing Coat (a) in case of Overpass wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass- rigid pavement including drainage facility complete in all respects as specified as	3	Nos	1	2	

	specified.					
3	Approaches: On completion of approaches including Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	6	Nos	-	6	
III	Major Bridge (Length>60 m) works and ROB/RUB/ elevated sections/ flyovers including viaducts ,if any					
	B.2- New ROB/RUB					
	(b) RUB					
1	Foundation	21	Nos	13.96	7.04	
2	Sub-Structure	21	Nos	6.77	14.23	
3	Super-Structure (including bearings)	20	Nos	-	20	
4	Wearing Coat: (a) in case of ROB wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB-rigid pavement under RUB including drainage facility complete in all respects as specified.	1	Nos	-	1	
6	Miscellaneous Items like hand rails, crash barriers, road markings etc.)	1	Nos	-	1	
7	Approaches (including Retaining walls/ Reinforced Earth wall, stone pitching and protection works)	2	Nos	-	2	
IV	Other Works					
1	(ii) Road side drains	20.086	km	8.666	11.420	
2	(iii) Road signs, markings, km stones, safety devices	10.25	km	-	10.25	
3	(iv) Project facilities					
4	(a) Bus Bays & Bus Shelter	4	Nos	-	4	
5	(d) Electrical Works	1	LS	-	1	
6	(e) Junctions	13	Nos	-	13	
7	(f) Others	10.25	km	-	10.25	
8	(v) Road side plantation	10.25	km	-	10.25	
9	(vi) Protection works other than elevated sections/ flyovers/grade separators and ROB/RUBs. (Breast Wall & Retaining Wall)	9.492	km	0.440	9.052	
10	(ix) Median & Island Filling	10.25	km	-	10.250	
V. Electrical utilities and Public Health Utilities (Water pipe lines and sewage lines)						
1	(ii) HT/LT line	1	LS	0.9	0.1	

2	(iv) HT/LT crossings	1	LS	0.8	0.2	
3	(v) Water pipeline	1	LS	0	1	
4	(vi) Water pipeline crossings	1	LS	-	1	

8. From the above table, it is evident that the Contractor failed to undertake the construction work at the requisite pace, inter alia, due to inadequate deployment of machinery, plant, material, and manpower for the reasons solely attributable to the EPC Contractor. The EPC Contractor could only achieve physical progress of 22.73% and financial progress of 18.94% as on 22.01.2023. This clearly shows the dismal performance of the EPC Contractor in the subject work and Authority Engineer had issued the notice for non-achievement of Milestone-II vide AE letter no.1027 dated 14.05.2025 & letter no. 1250 dated 03.09.2025. The EPC Contractor has failed miserably in achieving the milestones even after lapse of 23 months. The month-wise progress achieved by the EPC Contractor is as under:

<i>Target Physical Progress Month Wise Vs Achievement's</i>				
<i>Sl. No.</i>	<i>Months</i>	<i>Target (%)</i>	<i>Physical Progress Achieved (%)</i>	<i>Financial Progress Achieved (%)</i>
1	Dec-23	0.00%	0.00%	0.00%
2	Jan-24	0.00%	0.00%	0.00%
3	Feb-24	0.70%	0.00%	0.00%
4	Mar-24	2.40%	1.07%	0.00%
5	Apr-24	4.80%	1.24%	0.00%
6	May-24	6.10%	1.96%	0.00%
7	Jun-24	7.20%	2.68%	0.00%
8	Jul-24	9.30%	2.68%	0.00%
9	Aug-24	11.50%	3.91%	1.28%
10	Sep-24	15.30%	5.05%	1.28%
11	Oct-24	20.70%	5.65%	1.28%
12	Nov-24	26.60%	6.30%	3.14%
13	Dec-24	32.50%	8.96%	3.14%
14	Jan-25	37.50%	11.60%	3.14%
15	Feb-25	44.00%	12.20%	8.57%
16	Mar-25	49.40%	12.74%	8.57%
17	Apr-25	54.60%	14.04%	11.37%
18	May-25	61.70%	16.48%	11.37%
19	Jun-25	68.60%	18.15%	15.00%
20	Jul-25	76.00%	19.85%	17.74%
21	Aug-25	81.00%	20.64%	17.74%
22	Sep-25	86.40%	20.87%	18.94%

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23	Oct-25	91.50%	22.70%	18.94%
24	Nov-25	96.00%	22.73(up to 14.11.2025)	18.94%
25	Dec-25	100.00%		

9. WHEREAS, EPC Contractor could have easily completed and achieved Milestone-I (10%), Milestone-II (35%) and Milestone-III (70%) which was due on 23.08.2024, 31.03.2025 and 18.08.2025 respectively. However, from the progress of work tabulated as above, EPC Contractor could only achieve a Physical Progress 22.73 % and Financial Progress 18.94 % as on date 14.11.2025, but failed to achieve Milestone-II (35%) and Milestone-III (70%), even after a lapse of more than 23 months from the Appointed Date. This clearly shows a lackadaisical attitude of the EPC Contractor towards the completion of the project.

10. WHEREAS, in addition to this, it has been noted that there has been very slow construction activity at project site by the EPC Contractor on structure works of ROB & Minor Bridges and neither any planning to take up these works was seen visible at site which indicates that the EPC Contractor is not making any effort to fulfill its contractual obligations. Owing to defaults on the part of the EPC Contractor to achieve desired progress in the project length, Cure Notice was issued by PMU letter dated 24.06.2024 and a time period of 60 days was given to the EPC Contractor to cure the defaults. However, even after of issuance of such a Notice, no visible progress could be seen at site and the efforts to cure such defaults was seriously lacking on the part of the EPC Contractor. The EPC Contractor was not even bothered to cure the defaults during the Cure Period issued by the Authority and also did not initiate the steps to cure such defaults and achieve desired progress in the project length.

11. WHEREAS, even after submission of work program on 24.01.2024 and revised work program by the EPC Contractor on 24.04.2024, the EPC Contractor has failed to achieve its own committed progress which shows a very lackadaisical approach toward its obligations. The EPC Contractor again submitted its second revised work program on 14.08.2025, which was returned by the AE citing that "the revised Schedule Date of completion mentioned as Sept' 2026 in the revised work program is not acceptable".

12. WHEREAS, since no visible progress could be seen on the part of the EPC Contractor, the Authority Engineer issued various Slow Progress notices vide letters dated 23.04.2024, 15.05.2024, 25.05.2024, 04.11.2024, 23.12.2024, 19.12.2024, 13.06.2025, 19.06.2025.

13. WHEREAS, since no visible progress could be seen on the part of the EPC Contractor, EPC Contractor was asked to submit resource based revised Work Program to complete the work within stipulated time frame but it is regretted to inform that the EPC Contractor has not submitted Work Program as per Clause 10.1 (F) & (G) which leads to gross violation of the EPC Contract Agreement by the EPC Contractor. In this regard, repeated reminders were issued by Authority Engineer to EPC Contractor vide letter no. 1298 dated 26.09.2025, letter no. 1247 dated 02.09.2025, letter no. 1209 dated 05.08.2025, letter no. 558 dated 20.09.2024, letter no. 464 dated 07.08.2024 & letter no. 445 dated 02.08.2024 respectively.

14. WHEREAS, Scheduled Construction Period has expired and it can be seen that the EPC Contractor was unable to deploy sufficient manpower, material resources, qualified in experienced personnel, which shows the failure to proceed with the work as per the provisions of Contract agreement thereby leading to cost overrun & time overrun for such a crucial and strategically important project. Hence, the EPC Contractor is clearly in default as per Clause 23.1(i)(c) of the EPC Contract which is reproduced as under:

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“the Contractor does not achieve the latest outstanding project milestone due to in accordance with the provisions of the Schedule-J, subject to any time extension and continues to be in default for 45 (Forty-Five) days”

15. WHEREAS, considering the dismal amount of progress at site, the Authority vide letter no. NHIDCL/PMU-DBRG/D-L(Pkg-4)/EPC/2023/3(1)/2057 dated 11.02.2025 issued a Notice regarding Intention to Termination of Contract under Clause 23.1(ii) of the Contract Agreement to the EPC Contractor citing gross defaults on the part of the EPC Contractor as per Clause 23.1(i)(c) and Clause 23.1(i)(h) and also non-curing of defaults explicitly mentioned in the Cure Period Notice dated 24.06.2024. Further, in the same letter, the EPC Contractor was given **15 days'** time to make a representation, if any. It was also made clear that in the event of non-compliance and failure to rectify the defaults and irrespective of the receipt of any representation, the Authority reserves its right and would be at liberty to take further steps for Termination of the Contract. Subsequently, the EPC Contractor vide its letter no. RKIPL/AS/315-S-4/24-25/297 dated 24.02.2025 has submitted its representation on the above.

16. WHEREAS, the Authority vide letter no. NHIDCL/PMU- DBRG/D-L (Pkg-4) /EPC/2023/3(1)/2129 dated 25.02.2025 has also intimated the EPC Contractor of its decision to impose Liquidity Damages @ 0.05% of the Contract Price for each day of delay as mentioned in Clauses 10.3 (ii) of the EPC Contract Agreement, which is as under:

“The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule - and until such Project Milestone is achieved or the Project Highway is completed.”

As per Article 10.3 (iii) of the Contract Agreement, *“If the damages exceed 10% (ten percent) of the Contract Price, the Contractor shall be deemed to be in default of this agreement having no cure and the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice in accordance with the provisions of Clause 23.1 (ii).”*

17. WHEREAS, Authority vide letter dated 05.03.2025, issued a Show Cause Notice for Debarment/Blacklisting of the EPC Contractor due to defaults on the part of the EPC Contractor as per the EPC Contract mentioning Slow Progress of work, failure to adhere to Milestones as set forth in Schedule-J of the Contract Agreement and Clause 23.1 (v) of the Contract Agreement and other deficiencies/defects/ defaults, granting 15 days' time to furnish written reply and personal hearing before the Competent Authority at NHIDCL HQ. The EPC Contractor vide letter No. RKIPL/AS/315-S-4/24-25/317 dated 17.03.2025 submitted its reply on the Show Cause Notice for Debarment/Blacklisting which was not found to be satisfactory.

18. WHEREAS, during the MD review meeting dated 30.07.2025, it was highlighted that the project highway also includes a ROB and EPC Contractor has not even submitted detailed design of the same for approval of the Railway Authority. Wherein, EPC Contractor informed that a new team has been deployed at site and work is being expedited. Further, the EPC Contractor also committed to submit detailed design of ROB within 30 days. Accordingly, the Chair directed to hold a meeting with Managing Director of EPC Contractor

at RO level on immediate basis and action plan to be prepared for completion of project. Action to be taken upon failure on part of the EPC Contractor.

19. WHEREAS, the review meeting was held on 08.08.2025, under the chairmanship of ED(P), NHIDCL, to review the slow progress of work, the EPC Contractor was once again advised to enhance manpower and resources and to expedite all activities related to earthwork at approaches. However, the site progress continued to remain unsatisfactory, for which the AE, vide letter dated 26.09.2025, issued a notice for "Slow Progress." Subsequently, the EPC Contractor, vide letter dated 24.10.2025, submitted a revised work program with a new completion schedule of December 2026, clearly indicating lack of seriousness toward timely completion and an unacceptable tendency to extend deadlines instead of meeting targets.

20. WHEREAS, Authority had further issued Notice for declaring the EPC Contractor as non-performer vide letter no.2718 dated: 22.08.2025 and Contractor has not submitted any satisfactory reply. Again, a review meeting was convened at Guwahati on 27th Oct 2025 under the chairmanship of MD NHIDCL, to review the progress of work. Wherein, it was observed that the progress of work was not accelerated by the EPC Contractor and physical & financial progress of work was still 22.70% & 18.94% till 26.10.2025.

21. WHEREAS, NHIDCL has received a complaint from a vendor M/s Indra Gogoi vide letter no. 09 dated 05.01.2026 alleging that M/s RK Infra Corp has given back-to-back work to their firm. The vendor M/s Indra Gogoi has also claimed to have worked as a sub-contractor in the subject work under the EPC Contractor. These allegations indicates that EPC Contractor has sub-let the work without seeking approval of the Authority which is a clear violation of Clause 4.2 of the Contract Agreement, thereby, committing Contractor's default under clause 23.1 (h) of the EPC Contract Agreement which states that "*the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority.*"

22. WHEREAS, EPC Contractor vide letter no. 010 dated 05.12.2025 requested to foreclose the Contract Agreement on the subject work with mutual consent of both the Parties under the provisions of Clause 23.9 (v) of EPC Contract Agreement. The AE vide letter dated 12.01.2026 submitted the reply and PMU vide letter no. 3084 dated 13.01.2026 (CP-1513) in concurrence with AE's recommendations conveyed to the EPC Contractor that the request of EPC Contractor cannot be considered on account of non-exhaustive fundamental breach of the Contract Agreement, blatant negligence and sustained gross default in fulfilling contractual obligations despite repeated notifications/communications flagging Contractor Defaults and given sufficient time to cure all defaults.

23. WHEREAS, till date no substantial progress/efforts has been seen from EPC Contractor side, which makes it evidently clear that the EPC Contractor has failed to comply with the directions of Authority regularly and resorted to false assurances as the progress of works could not be expedited and the EPC Contractor was not in a position to execute the Contract as per the provisions of the Contract Agreement and continues to be in default of the obligations as brought out in the Intention to Termination Notice dated 11.02.2025 leading to a major Material Adverse Effect on the Contract. Further, the EPC Contractor has breached the Contract Agreement, inter- alia, with the following defaults in terms of the Clause 23.1(i) of Article-23 of the Contract Agreement:

Clause 23.1(i): *Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:*

(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days;

(e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority's Engineer;

(f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof;

(g) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Engineer;

(h) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;

24. In view of the above-mentioned facts and circumstances, non-exhaustive fundamental breach, and EPC Contractor's persistent & sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the Project, the Authority hereby notifying Termination of the Contract Agreement executed with EPC Contractor, M/s RK Infracorp Pvt. Ltd., on account of **Contractor Default** under the provision of the clause 23.1 (i) of the Contract Agreement with immediate effect.

25. Upon Termination of this Contract on account of Contractor's Default under Article 23.1, the relevant provisions of Article 23 shall henceforth apply:

As per Clause 23.4 of the Contract Agreement, the EPC Contractor shall comply with and conform to the following:

- a. *Deliver to the Authority all Plant and Materials which shall have become the property of the Authority under this Article 23;*
- b. *Deliver all the relevant records, reports, Intellectual Property and other license pertaining to the Works, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for the Work;*
- c. *Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and*
- d. *Vacate the Site within 15 (fifteen) days;*

and

As per Clause 23.7 of the Contract Agreement, the EPC Contractor shall comply with and confirm the following:

- a. property and ownership in all materials, plant & works and the project highway shall, as between the contractor and the Authority, vest in the Authority in whole, provided that the foregoing shall be without prejudices to Clause 23.6.

Valuation of Unpaid Works should be carried out as per Clause 23.5 of the Contract Agreement.

26. The Authority shall intimate the details of Termination Payment in accordance with Clause 23.6 (i) and valuation of unpaid works under Clause 23.5. The Authority, under Clause 23.6 of the Contract Agreement shall also encash and appropriate the Performance Security, for its losses including damage in accordance with CI 10.3(ii) & 10.3(iii) of Contract Agreement, and recovery of expenditure incurred against maintenance executed at contractor's risk and cost for failure to maintain the project highway in accordance with clause 10.4. The Authority shall also encash and appropriate the bank guarantee for and respect of the outstanding advance payments and interest thereon. The Contractor is hereby directed to restrain any person claiming through or under Agreement from entering upon the site or in part of the project except for taking possession of materials, stores, implements, construction plants & equipment's, which do not vest in the Authority as per the Contract Agreement with the prior permission of the Authority.

27. This Termination Notice is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and/or applicable law as per clause 23.1 (ii) of Contract Agreement.

Yours faithfully,

Encl: As stated above.


(Samar Bahadur Singh)
Executive Director (Tech.)

Copy to:

- (i) PS to MD-NHIDCL: for information please.
- (ii) PS to Director (Tech.)-I: for information please.
- (iii) ED(P)-RO Assam: for needful please.
- (iv) GM(P)-PMU Dibrugarh: for needful please.