राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
प्रथम तल, टावर ए, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली–110029,
National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Government of India
First Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel: +91 11 26768950, www.nhidcl.com
CIN: U45400DL2014GOI269062
(भारत सरकार का उद्यम) (A Government of India Enterprise)

NHIDCL/Ar.Pr./AE/ICBR-II/TH-DG/251470/262681/ 5084 Dated:15.06.2026

DEBARMENT ORDER

Sub: Debarment of Shri Subhajit Dutta from engagement on NHIDCL/MoRT&H projects for a period of two years.

It is brought to notice of all the divisions/units of NHIDCL that Shri ~~Rajesh~~ Subhajit ~~Kumar~~ Dutta was appointed as "Resident Engineer" by M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd. for the work of *"Consultancy Services for Authority's Engineer for 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 of the state of Arunachal Pradesh on 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 of the state of Arunachal Pradesh on EPC Mode".

2. The Consultancy Services for AE for Supervision has commenced on 25.08.2021 as per clause 2 of GCC of Contract Agreement (i.e CA) of AE for both the above projects. The details regarding above project cited refer (ii) i.e *Doginala to Gau is as under: -*

(A). The civil work for the project refer (ii) i.e *Doginala to Gau has* started on 04.03.2021 as per CA of EPC contractor's Agreement. After doing substantial part of work as per Schedule-B & C of the CA, EPC contractor had to send the notice (request for inspection i.e RFI) to AE for measurement & inspection and thereafter cleared by the AE for Payment as per clause 11.11 of CA of EPC contractor.

(B) As per clause 5.6 of TOR of the AE's Agreement, on the daily basis, the concerned key personnel of AE have to inspect the construction works (executed work) and following activities need to be undertaken during the visits:-

(i) *Review of construction including progress, quality and safety of construction*

(ii) Inspection of defects and deficiencies in construction works.

(iii) Witnessing quality inspection tests at labs established by Concessionaire on a sample basis.

(C) In addition of above the Authority's Engineer also needs to capture following documents and send to NHIDCL field office vis email on daily basis.

(i) Scanned copy of filled RFI (request for inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Contractor.

(ii) Daily inspection report Proforma as provided in Annexure-I

(iii) Reading of quality inspection tests witnessed by the Consultant.

(iv) Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFI form.

(D) AE has to recommend for the payment of executed works by EPC contractor, as per Clause 8.2 of TOR of the AE's Agreement which states as follows:-

(i) Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4 of CA of EPC contractor, **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.

(ii) 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 IPC certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.

(E). AE has to recommend for the payment of executed works by EPC contractor, as per Clause 19.5 of CA of the EPC's Agreement which states as follows: -

*(i) Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, the **Authority's Engineer shall broadly determine** the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority's Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority's Engineer, the Authority shall make electronic payment directly to the Contractor's bank account.*

*(ii) Within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, the **Authority's Engineer shall determine** and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the IPC shall specify all the amounts that have been deducted from the Stage Payment Statement and the reasons therefore.*

(iii) In cases where there is a difference of opinion as to the value of any stage, the Authority's Engineer's view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute.

(iv) The Authority's Engineer may, for reasons to be recorded, withhold from payment:

(a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Authority's Engineer had notified the Contractor; and

(b) the estimated cost of rectification of work done being not in accordance with this Agreement.

(v) Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.

3. Whereas, it has come to the notice of HQ, NHIDCL through a letter dated 04.12.2024, making allegation that contractor has done certain work in 1 km length only, while payment have been released for about 9 km in connection with the project refer (ii) above i.e *Construction of High-Altitude Hill Road from Doginala to Gau from KM 0.000 to KM 15.320 in Upper Subansiri District of the state of Arunachal Pradesh on EPC Mode.*

4. Whereas, NHIDCL has undertaken verification of the complaint matter through an inspection of the project site by a technical official of GM level from HQ nominated by Competent Authority and as per inspection report submitted by above technical official, it has been found that payment for work done of ₹ 24.28 Cr has been made to the EPC contractor against the stage of "Earthwork up to top of the sub-grade" for 8.85 km length. However, it has been observed by above technical official at site that works has only been attempted on approximately 1.05 km which also do not qualify for payment as per Schedule-H of CA of EPC contractor.

5. Whereas, Shri Subhajit Dutta was asked show cause vide letter no. NHIDCL/ICBR-II/Doginala-Gau/Complain/251470/4440 dated 22.04.2025 requiring an explanation for the irregularities identified by the technical officer based on a complaint, as mentioned in the Inspection Report. Additionally, Shri Subhajit Dutta was asked to clarify how the overpayments occurred causing material adverse effects to the Authority, defrauding the Government exchequer and breaching the provisions of the CA.

6. Whereas, Shri Subhajit Dutta has submitted reply vide dated 14.05.2025 stating that on dated 07.08.2024 & 08.08.2024, the Shri Prabhakar Kumar GM (Projects), PMU-Ziro and Shri Ajit Singh DGM (Projects), PMU- Ziro visited the site and it has been observed that the formation cutting has been done upto 8.990 km, out of which 1.3 km was 100% completed and remaining 7.69 km complete landslides has occurred. The EPC contractor has stopped work from jan.2023 due to which slide material was not removed and new vegetation cover has grown on the landslide material and beyond which the work has been carried out by EPC contractor which has been not been paid due to non-approval of COS from NHIDCL.

7. Whereas, as per inspection report submitted by technical officer, payment for work done has been made to the EPC contractor against the stage of "Earthwork up to top of the sub-grade" for 8.85 km length. However, it has been observed at site that works has only been attempted on approximately 1.05 km, which also do not qualify for payment as per Schedule-H. So, the reply submitted by AE is found factually incorrect which is unsatisfactory along with violation of different clause of the CA of AE.

8. Whereas, as per all SPS's /IPC's submitted by RO-Itanagar along with MPRs vide his letter no. 10809 dated 08.05.2025, it has been found that IPC-02 to IPC-03 was signed by Shri Subhajit Dutta. And also certified in the Annexure-A submitted along with IPC-02 to IPC-03 that AE has carried out all the test mentioned in the RFI submitted by the contractor during execution of the work and Team leader check has carried 50% of IPC-02, 20% of SPS-03 & 50% of IPC-03 of test as specified in the contract Agreement.

9. Whereas, it has clearly become evident from above facts that RFIs submitted along with the SPSs/IPCs by EPC contractor and inspected by AE have been completely fabricated without doing execution of work as mentioned in SPSs/IPCs along with RFIs which shows that Shri Subhajit Dutta, Resident Engineer has conspired along with EPC contractor and has also committed fraud by recommending SPSs and IPCs without executing the whole work payment for the same was received by EPC contractor.

10. Whereas, Shri Subhajit Dutta Resident Engineer has not discharged its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

11. Whereas, Shri Subhajit Dutta, Resident Engineer has not followed clause 8.2 of TOR of the Authority Engineer and 19.5 of the EPC Agreement.

Clause 8.2 of TOR of the Authority Engineer Agreement is as follows:

(i) 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.

(ii) 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 IPC certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10 of EPC Agreement.

Clause 19.5 of the EPC Agreement

*(i) Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, the **Authority's Engineer shall broadly determine** the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority's Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority's Engineer, the Authority shall make electronic payment directly to the Contractor's bank account.*

*(ii) Within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, the **Authority's Engineer shall determine** and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the IPC shall specify all the amounts that have been deducted from the Stage Payment Statement and the reasons therefore.*

(iii) In cases where there is a difference of opinion as to the value of any stage, the Authority's Engineer's view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute.

(iv) The Authority's Engineer may, for reasons to be recorded, withhold from payment:

(a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Authority's Engineer had notified the Contractor; and

(b) the estimated cost of rectification of work done being not in accordance with this Agreement.

(v) Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.

12. Whereas, Shri Subhajit Dutta, Resident Engineer has not followed clause 3.2 of the Terms of Reference of Contract Agreement between NHIDCL & M/s Bloom - Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining.

(a) any Time Extension.

(b) Any additional cost to be paid by the Authority to the Contractor;

(c) The Termination Payment; or

(d) Any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. Fifty lakh.)

13. Whereas, Shri Kesab Chandra Jena, Sr. Quality cum Material Expert has not followed clause 3.3 of the Terms of Reference of Contract Agreement between NHIDCL & M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

Clause 3.3 of TOR is as follows:

The Authority Engineer shall submit regular periodic report, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by Authority's Engineer within10(ten) days of the beginning of every month.

14. Whereas, Shri Subhajit Dutta, Resident Engineer has not followed clause 5.5 of the Terms of Reference of Contract Agreement between NHIDCL & M/s Bloom - Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

Clause 5.5 of TOR is as follows:

The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.

15. Whereas, Shri Subhajit Dutta, Resident Engineer has not followed clause 5.6 of the Terms of Reference of Contract Agreement between NHIDCL & M/s Bloom - Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

Clause 5.6 of TOR is as follows:

On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits.

Review of construction including progress, quality and safety of construction Inspection of defects and deficiencies in construction works.

Witnessing quality inspection tests at labs established by Concessionaire on a sample basis.

16. Whereas, Shri Subhajit Dutta, Resident Engineer has not followed clause 5.11 of the Terms of Reference of Contract Agreement between NHIDCL & M/s Bloom - Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

Clause 5.11 of TOR is as follows:

The Authority's Engineer shall test check at least 60 (sixty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

17. Whereas, Shri Subhajit Dutta, Resident Engineer of M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd. has submitted the signed copy of their Monthly Progress Reports to Authority (NHIDCL) by providing false information.

18. Whereas, Shri Subhajit Dutta, Resident Engineer of M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd. has not followed the roles & responsibilities as defined in the Contract Agreement signed between NHIDCL & M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.

19. In light of the above, Shri Subhajit Dutta, Resident Engineer has been levied with the above charges and therefore, debarred for participating in NHIDCL projects for a period of 02 (two) years commencing from the date of issue of this letter

20. This Debarment order is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and / or applicable law.

21. The brief details of the Key Personnel is as under: -

Name	Date of Birth	PAN	INFRACON ID/ EMAIL ID
Shri Subhajit Dutta	28/02/1985	APWPD2831D	subhajitdutta1985@gmail.com

22. This issues with the approval of Competent Authority.

(Trivendra Kumar)
Executive Director(T)-II

To,

1. PPS to DG(RD) & SS, MoRTH
2. PS to DGBR, Seema Sadak Bhawan, New Delhi
3. PS to Chairman, NHAI
4. PPS to MD, NHIDCL
5. PS to Director (T)s/Director (A&F), NHIDCL
6. All ED (T/P), GM (T/P), DGM (T/P), NHIDCL
7. IT Division: to host it on NHIDCL website.
8. INFRACON (IT Cell) - with a request to block CV of Shri Subhajit Dutta on INFRACON Portal.
9. Key Personnel- Shri Subhajit Dutta
10. Authority's Engineer - M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.