

NHIDCL/Assam/NH-38/Dib-LedoPkg-4/2022/212049/110

Date: 03.02.2026

Notice of Debarment

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) - **Debarment from participation in future projects of NHIDCL & executing agencies of MoRT&H for a period of 2 years - reg.**

Ref.: Termination Notice no. NHIDCL/Assam/NH-38/Dib-LedoPkg-4/2022/212049/108 Date: 03.02.2026

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, the Authority has issued Termination Notice in accordance with Article 23 of the Contract Agreement to EPC Contractor M/s RK Infracorp Pvt. Ltd. on account of EPC Contractor's Default under following Clause 23.1(i) of the Contract Agreement which states that "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;

4. WHEREAS, as per Clause 23.1(v) of the Contract Agreement which states that "As a natural consequence of the termination, due to the contractor's failure, the contractor shall deemed to have been debarred for a period of 2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its Related Parties."

5. Whereas, in light of the above provisions, EPC Contractor is hereby debarred for a period of 2 years from participation in future projects of NHIDCL & executing agencies of MoRT&H either singularly or in a JV or its Related Parties due to gross defaults on part of the EPC Contractor, as stipulated above.

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

Yours faithfully,

Encl: As stated above.



(Samar Bahadur Singh)
Executive Director (Tech.)

Copy to:

1. Director General (RD) & SS Ministry of Road Transport & Highways.
2. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi-100010.
3. Chairman, NHAI
4. Chief Secretaries (PWD/Roads) of all State Govt./UT with National Highways and Centrally Sponsored Schemes.
5. Chief Engineer of all State Govt./UT dealing with National Highways and Centrally Sponsored Schemes.
6. PS to MD, NHIDCL/Director (A&F/T), NHIDCL
7. All officers of NHIDCL-HQ/Regional Offices
8. Media relation/IT division/INFRACON cell with request to get it hosted on NHIDCL website.

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