

NHIDCL/Ar.Pr./AE/ICBR-II/TH-DG/251470/262681/5010 Dated: 15.05.2026

Debarment Notice

Sub: Debarment of M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd. from engagement in NHIDCL/MORTH Projects for a period of 02 years.

1. It is submitted that **M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.** was appointed as "Authority's Engineer" (hereinafter referred to as the "AE") by NHIDCL 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. NHIDCL vide letter no. 4436 dated 22.04.2025 had issued a Show Cause Notice to Authority's Engineer **M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.** for irregularities in execution of project supervision Consultant for *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* pointed out be nominated *Technical Officer of NHIDCL, HQ.*

3. In this regard, **M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.** has filled a Writ Petition (W.P (C) 6720/2025) in Hon'ble High Court, Delhi against Show Cause Notice (SCN) issued by NHIDCL. Hon'ble High Court, Delhi has passed an Order dated 21.05.2025 stating that "an opportunity of hearing shall also be afforded to the petitioners. Thereafter, a reasoned order shall be passed disposing of the aforesaid Show Cause Notices issued to the petitioners".

4. In compliance of the said Order dated 21.05.2025 of Hon'ble High Court, Delhi, NHIDCL provided an opportunity for hearing to AE i.e. **M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.** to attend a hearing on 13.01.2026 at 04:00 PM at NHIDCL, HQ, New Delhi. The Authority's Engineer and it's all Partner were informed vide NHIDCL's Letter no. 4849 dated 07.01.2026 (Sent vide mail) to appear for hearing before the

Competent Authority, MD NHIDCL on dated 13.01.2026 at 04:00 PM at NHIDCL, HQ, New Delhi.

5. Subsequently, on 13 January 2026 at the NHIDCL Headquarters, a representative of AE's partner association, M/s Kapil Muni Infra Projects Pvt. Ltd., namely Mr. Rahul Mishra, Project Co-ordinator, attended the hearing. He presented his views and explanations orally, and also submitted an additional written reply vide their letter no. 100 dated 13.01.2026. This additional submission has been thoroughly examined, and the pertinent facts contained therein are summarized as follows:-
 - i. All the work have been inspected by the NHIDCL Authority representatives for correctness as per SOP of NHIDCL before processing the bills for release of payment by RO-Itanagar.
 - ii. In view of the submission made above, AE has requested that SCN served to AE may please be withdrawn with immediate effect.

6. It is to be noted that No representative from M/s Bloom-Jindal (JV), including the lead member, attended the scheduled hearing at NHIDCL HQ on 13 January 2026. However, after the scheduled hearing, the AE along with all JV partners submitted a letter (No. 101 dated 14.01.2026 sent via email on the same date and further, another letter no.2026/75 dated 21.01.2026 sent via email on the same date) requesting additional time. It is submitted that NHIDCL had already provided the required hearing opportunity in compliance with the Hon'ble High Court of Delhi's Order dated 21 May 2025, which the JV failed to utilize.

7. In view of above, after examining the initial reply submitted vide letter dated 30.04.2025 & 07.05.2025 to the SCN dated 22.04.2025 and the additional reply submitted vide letter no. 100 dated 13.01.2026, NHIDCL submits the following relevant facts: -
 - (I) 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.*

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(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.

8. Whereas, AE has recommended the following SPSs and IPCs which was submitted by EPC contractor i.e. M/s Indo Engineering Project Corporation for payment, the details are a under:-

Sl No.	Type of bills period of bills	EPC contractor Letter & no. of	AE recommendation letter no. with date	Item claimed in the Bills
1	SPS-01 12.02.22 to 05.08.22	IEPC/AE/Doginala-Gau/2021-22/0015 dated 11.02.2022	Bloom-Jindal-KMIPPL/NHIDCL/74 dated 14.02.2022	As per Stage A2.1 of Schedule-H, claimed 3.900 km of Earthwork up to sub grade.
2	IPC-01 12.02.22 to 05.08.22	IEPC/AE/Doginala-Gau/2021/0058 dated 18.07.2022	Bloom-Jindal-KMIPPL/NHIDCL/177 dated 25.07.2022	
3	SPS-02 12.02.22 to 01.10.22	IEPC/AE/Doginala-Gau/2021/0064 dated 05.08.2022	Bloom-Jindal-KMIPPL/NHIDCL/191 dated 06.08.2022	As per Stage A2.1 of Schedule-H, claimed 2.400 km of Earthwork up to sub grade.
4	IPC-02 12.02.22 to 01.10.22	IEPC/AE/Doginala-Gau/2021/00107 dated 18.10.2022	Bloom-Jindal-KMIPPL/NHIDCL/221 dated 16.11.2022	
5	SPS-03 01.09.22 to 30.11.22	IEPC/AE/Doginala-Gau/2021/00126 dated 18.11.2022	Bloom-Jindal-KMIPPL/NHIDCL/ dated 30.11.2022	As per Stage A2.1 of Schedule-H, claimed 2.650 km

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6	IPC-03 01.09.22 to 30.11.22	IEPC/AE/Doginala- Gau/2023/207 dated 14.04.2023	Bloom-Jindal- KMIPPL/NHIDCL/317 dated 21.04.2023	of Earthwork up to sub grade.
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9. 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.
10. 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.
11. Whereas, AE was asked show cause vide letter no. NHIDCL/ICBR-II/Doginala-Gau/Complain/251470/4436 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, AE 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.
12. Whereas, AE has submitted reply vide letter no. Bloom-Jindal-KMIPPL/D-G/AE/2025/652 dated 30.04.2025 and in addition of AE reply, Shri Dinesh Kumar Jindal, partner of JV has also submitted his separate reply vide his letter no. JCTPL/BD/AR/AP/40336 dated 07.05.2025 stating the claimed work of 8.85km has been carried out by EPC contractor 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 and it also mentioned that the claimed work got verified by all level officers of NHIDCL.
13. 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.

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14. 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 AE conspired along with EPC contractor and committed fraud by recommending SPSs and IPCs without executing the whole work and receiving the payment for the same.
15. Whereas, the AE has seriously violated the provisions of the CA signed between NHIDCL and AE has recommended SPSs/IPCs along with fabricated RFIs which is a severe loss to govt. exchequer and has defrauded the govt. of India.
16. Whereas, AE have violated clause 5.6 & 8.2 of TOR of the AE's CA by submitting fabricated RFIs along with SPSs/IPCs.
17. Whereas, AE submitted reply clearly stated that COS work was executed at site by EPC contractor without approval of Authority and same has not been paid due to non-approval of COS from NHIDCL. So, AE has violated clause 3.2 of TOR of the AE's CA by permitting for the execution of unapproved COS work on site.
18. Whereas, the AE in a malafide manner has misrepresented the work done details in the Monthly progress reports (i.e. MPR) to be furnished as per clause 5.5 of TOR of AE's CA by showing wrong details in achievement of milestones. Such action on part of the AE smacks of malafide and lacks public propriety and tantamount to act of fraud which has caused the financial loss to the Authority. Such malafide actions are serious lapses on part of the AE and is in complete breach of the terms mentioned hereinabove by submitting incorrect Quantities in MPRs, which clearly implies AE's intention of criminal conspiracy for providing misrepresentations of facts along with EPC contractor.
19. Whereas, AE has not followed Good Industry Practise as per clause 3.1 of TOR of CA , "The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice".
20. Whereas, AE has violated the clauses of CA by submitting wrong statements, notices or other documents without executing the whole work and recommending the payment for the same causing severe financial loss to the Government exchequer and defrauding the Government of India.
21. Whereas, in compliance with the Order dated 21.05.2025 of the Hon'ble High Court of Delhi, a hearing opportunity was provided to the Agency/Entity (AE), M/s Bloom-Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd., on 13.01.2026;
Now, therefore, after considering all submissions, this reasoned order is passed. The said AE, M/s Bloom-Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd., is hereby debarred for a period of Two (02) years from the

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date of this order. During this period, the AE shall be ineligible to participate, either directly or indirectly, in any tender process floated by NHIDCL or MORTH in accordance with Para 3 (3)(a) & (e) MoRTH Circular No. RW/NH-33044/76/2021-S&R(P&B) dated 07.10.2021.

22. This is issued with the approval of Competent Authority.


(Jagdeep Singh Tung)
Executive Director (T)-III
Link Officer

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)/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. Authority's Engineer - M/s Bloom -Jindal (JV) in association with Kapil Muni Infra Projects Pvt. Ltd.