

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

**National Highways & Infrastructure Development Corporation Limited**

Ministry of Road Transport & Highways, Govt. of India  
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

No. NHIDCL/CivilWorks/Ar.Pr./ FootTrack/ Goiliang – Dudhakarur /2021/ **12569**

Dated 10.09.2021

To,

**M/s Salo Enterprises**  
**New Market, Daporijo**  
**District - Upper Subansiri (AP)**  
**Arunachal Pradesh**  
**Email:- [saloenterprise2021@gmail.com](mailto:saloenterprise2021@gmail.com)**

**(Kind Attention : Smti Yakap Lote, Authorized Signatory)**

**Subject:** Construction of Foot Track from Goiliang village – Dudhakarur via Glotong la for total length of 72.41 from KM 15.500 to KM 87.91 in the state of Arunachal Pradesh on EPC Mode - **Debarment from participating in future projects of NHIDCL -Reg.**

**Ref:-** i) LOA issued vide letter No. NHIDCL/CivilWorks/Ar.Pr./ FootTrack/ Goiliang – Dudhakarur /2021/2515 dated 29.07.2021.

ii) NHIDCL letter no. NHIDCL/CivilWorks/Ar.Pr./ FootTrack/ Goiliang – Dudhakarur /2021/2590 dated 02.09.2021.

1. **WHEREAS**, Letter of Award (LOA) for the work of “Construction of Foot Track from Goiliang village – Dudhakarur via Glotong la for total length of 72.41 from KM 15.500 to KM 87.91 in Arunachal Pradesh on EPC Mode” (hereinafter referred as “Project”) was issued to M/s Salo Enterprises (hereinafter referred as the “Selected Bidder”) on 29.07.2021 by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the “Authority”); and.

2. **WHEREAS**, a complaint has been received in this office regarding submission of fake documents in the technical bid by you, which has been got verified by NHIDCL.

  
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3. **WHEREAS**, it has also been found that Completion Certificate dated 01.07.2017 for the project of "Construction of road from Mazgaon to Gandhigram (Part- V of Miao to Vijaynagar) (82.00 Km Pt. To 121.00 Km Pt) issued by Executive Engineer RWD, Changlang District, as submitted by M/s Salo Enterprises is fake.
4. **WHEREAS**, Chief Engineer, RWD, Arunachal Pradesh vide letter dated 01.09.2021 has informed that M/s Salo Enterprises has not been awarded any projects in Miao to Vijaynagar PMGSY road (Part-I, II, III, IV & V),
5. **WHEREAS**, discrepancies found in the technical bid documents have also been communicated to the Selected Bidder vide letter at ref. (ii).
6. **WHEREAS**, it was found that the Selected Bidder has deliberately and with malafide intention submitted false/fake documents at the time of submission of bid and influenced the bidding process and the work was awarded to the Selected Bidder vide letter dated 29.07.2021, on the basis of the documents submitted to the NHIDCL along with the bid.
7. **WHEREAS**, considering clause 2.6.3, 2.20.5 and section 4 of RFP, the LOA dated 29.07.2021 has been withdrawn by NHIDCL vide letter at ref. (ii) due to discrepancies found in the technical bid documents submitted by the Selected Bidder.
8. **WHEREAS**, M/s Salo Enterprises, has caused the breach to the relevant provisions of the RFP and more particularly to Clause 2.6.3, 2.20.5 and Section 4 of the RFP which reads as under:

**Clause 2.6.3 of the RFP:**

" In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate

  
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the Performance Security, as damages and/or to debar the Bidder/Selected Bidder/Contractor from participating in the future projects of NHIDCL, for a period of one year, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise."


#### **Clause 2.20.5 of RFP**

"The Bidder may be debarred for a period of one year from participating in the future projects of NHIDCL, for causing loss of time and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

- a. Deleted
- b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c. If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -
  - i. to sign and return the duplicate copy of LOA;
  - ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
  - iii. to sign the Agreement;

#### **Section 4.1 of RFP**

"The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive

A handwritten signature in blue ink, followed by the date '10/09'.



practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year and forfeit & appropriate the Performance Security, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise."

9. In view of the aforesaid facts and circumstances, it is found that M/s Salo Enterprises, has adopted the fraudulent practice in order to obtain the bid and thereby influenced/vitiated the bidding process, and deliberately with malafide intention has caused breach to the relevant provisions of the RFP. Keeping in view the fraudulent practice adopted by M/s Salo Enterprises, NHIDCL/Authority is entitled to debar the Selected Bidder i.e. M/s Salo Enterprises, for a period of one year from participating in the future projects of NHIDCL, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

10. The Selected Bidder has used the fabricated/fake documents/certificate in the bidding process for the project of strategic importance and on the basis of fabricated/false documents the technical and financial bid of M/s Salo Enterprises, was considered and the Letter of Award dated 29.07.2021 was issued in its favour. Hence, M/s Salo Enterprises, has influenced/vitiated the bidding process. Due to the malafide act of M/s Salo Enterprises, Authority vide its letter dated 02.09.2021 has withdrawn the Letter of Award and re-invited the bid for the project in question and the fraudulent practice of M/s Salo Enterprises, has caused the loss of time and efforts to the NHIDCL, resulting into delay of the project of strategic importance.

11. Therefore, in view of the above and after taking into consideration all the facts & records, it is concluded that the bidder has indulged in Fraudulent Practices and in terms of clause 2.6.3, 2.20.5 and under the provisions of clause 4.2 of section 4 of the RFP document, the Competent Authority hereby passes the following orders:-

“ **M/s Salo Enterprises** is hereby debarred for a period of 01 (one) year effective from the date of issue of this order, from participating in the future projects of NHIDCL, directly or indirectly, in any form, in any work connected with NHIDCL”.

Handwritten signature in blue ink, followed by the date 10/09.

12. This letter is issued without prejudice to any other right or remedy available to the Authority under the RFP document and/or applicable law and is issued with the approval of the Competent Authority, NHIDCL.

Yours faithfully,

  
(Ajay Ahluwalia)  
Executive Director (T)

10 sep 2021

Copy to :

- i. Director General (RD) & SS Ministry of Road Transport & Highways.
- ii. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi-100010.
- iii. Chairman, NHAI
- iv. Chief Secretaries (PWD/Roads) of all State Govt./UT with National Highways and Centrally Sponsored Schemes.
- v. Chief Engineer of all State Govt./UT dealing with National Highways and Centrally Sponsored Schemes.
- vi. P.S to MD, NHIDCL/Director (A&F/T), NHIDCL
- vii. All officers of NHIDCL-HQ/Branch Offices.
- viii. Media relation/IT division/INFRACON cell with request to get it hosted on NHIDCL website.