



National Highways & Infrastructure Development
Corporation Ltd. (Under Ministry of Road, Transport
& Highways, Govt. of India)

EXPRESSION OF INTEREST (EOI) for “Hiring of Machinery for Clearance of Landslide and other associated works on project “*Construction of 2-lane Specification Road with Paved Shoulder as Re-alignment (Greenfield Alignment) of Existing Stretch between Legship to Gyalshing of NH-510 (Design Chainage from Km 58.840 to Km 75.000)””*”

July 2025

Executive Director (P)

RO-Gangtok (Sikkim)

National Highway & Infrastructure Development Corporation Ltd.

Amdo Golai, Opp. State Veterinary Polyclinic, Gangtok, Sikkim - 737102

Email : ro.sikkim@nhidcl.com

Letter of Invitation (LOI)

NHIDCL/

Dated: 17-07-2025

Sub: EXPRESSION OF INTEREST (EOI) for “Hiring of Machinery for Clearance of Landslide and other associated works on project *“Construction of 2-lane Specification Road with Paved Shoulder as Re-alignment (Greenfield Alignment) of Existing Stretch between Legship to Gyalshing of NH-510 (Design Chainage from Km 58.840 to Km 75.000)”*”

Sir/Madam,

National Highways & Infrastructure Development Corporation Limited (NHIDCL) has the mandate of building and maintain the infrastructures that involves roads, highways and tunnels for interstate and international connectivity mainly in the States of Assam, Arunachal Pradesh, Manipur, Mizoram, Tripura, Andaman & Nicobar, Jammu & Kashmir, Meghalaya, Nagaland, Sikkim and West Bengal. NHIDCL (“Employer”) now intends to invite quotations from the eligible individual/firm/company (“Quotationer”) who have experience for “civil engineering construction and maintenance works involving landslide clearance on National Highways/State Highways/MDRs”. To carry out the implementation of the subject project, NHIDCL will engage eligible Quotationer (“Contractor”) based on their quote.

2. As per the terms and conditions of the service, the Contractor shall be required to provide machinery to ensure compliance with requirements for the Scope of Work.

3. Objective:

- 3.1 Providing Machinery for landslide clearance and other associated works i.e., 01 (one) Front End loader & 01 (one) Tipper at locations directed by the Engineer-in-charge i.e. the General Manager (P), PMU-Gyalshing NHIDCL, as deemed necessary along with its disposal.

4. Bank Guarantee:

- 4.1 Within 10 (ten) days of receipt of the Letter of Acceptance, the selected Contractor shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form set forth in Annexure-A (Form of e-Bank Guarantee for Performance Security) for an amount equal to 5% (five percent) of the quoted price.
- 4.2 Bank Guarantee, in the name of the Employer, from the following banks would be accepted: -
 - a) State Bank of India or its subsidiaries,
 - b) Any Indian Nationalized Bank
 - c) IDBI/ICICI Bank

- d) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

4.3 The acceptance of the guarantees shall also be subject to the conditions that the capital adequacy of the Bank shall not be less than the latest norms prescribed by RBI.

4.4 The bank guarantee issued by a Cooperative Bank shall not be accepted.

5. Qualification Criteria:

5.1 Achieved a minimum average annual financial turnover (in all classes of civil engineering construction and maintenance works involving landslide clearance only) equal to Rs. **5,93,564/-** during last three years ending 31st March of the previous financial year duly certified by Chartered Accountant.

5.2 Satisfactorily completed (not less than 90% of contract value), as a prime contractor or as a partner of JV for similar works during last five years ending last day of month previous to the one in which bids are invited, either of the following:

- a) three similar completed works costing not less than amount equal to Rs. 2.97 lac each.
- b) two similar completed works costing not less than amount equal to Rs. 2.079 lac each.
- c) one similar completed works costing not less than amount equal to Rs. 1.485 lac each.

6. Scope of work:

6.1 The stretch under consideration is from **Km 58.840 to Km 75.000** of **NH-510** in the state of Sikkim.

6.2 The Contractor shall deploy following machineries:

Name of Equipment	Quantity
Tipper/Trucks (05 Ton Capacity)	01
Front End loader 1 cum bucket capacity	01
<p>Note:</p> <p>(i) The quotationer must provide scanned copy of the documentary evidence in support of his owning/leased/ rented of the above equipment. In case the quotationer proposes to hire or take the above equipment on lease, he/they should, along with the lease/rent agreement, attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/ rent.</p> <p>(ii) <u>Default of Contractor on account of mobilization of Equipment:</u> A penalty of 0.05% of the Contract/Quoted Price per day shall be levied on the Contractor if the Contractor fails to mobilize the above - said equipment within 24 Hours</p>	

of letter of commencement, or thereafter from the date of issuance of letter by Engineer/Employer in this regard.

Note:

The quotationer must upload scanned copy of the documentary evidence in support of his owning/ leased/rented of the above equipments. In case the quotationer proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of this equipment with the company/entity from whom the equipment are proposed to be hired on lease/rent. Any conditional evidence of deployment of above equipment or inadequate proof as required for any of the equipment shall make the quotation non-responsive and liable to be rejected.

- 6.3 Idling charges for machinery shall not be paid.
- 6.4 The quoted amount shall be exclusive of GST and inclusive of Operator's/Driver's Salary & other benefits, Repair & Routine Maintenance of the vehicle/machinery, POL, etc. The GST billed by the quotationer as per the approved LOA if any, will be withheld from the quoted price and reimbursed by Regional Office Gangtok (Sikkim), NHIDCL only after production of proof of deposit with necessary certification as required by NHIDCL, Regional Office Gangtok (Sikkim) as per existing policy.
- 6.5 NO INCREASE IN RATE shall be admissible due to increase in prices of diesel, petrol, etc during the tenure of the Contract. No payment in addition to the approved rates on any account whatsoever shall be made / reimbursed unless it is specifically mentioned in this document.
- 6.6 Each vehicle shall have valid Registration Certificate, Pollution free Certificate, Valid Permits, Vehicle Fitness Certificate, Requisite Insurance policy and other necessary documents required for operating the vehicle on road. All necessary taxes for operating the vehicles shall be fully paid by the Quotationer/Owner as per prevailing Motor Vehicles Act.
- 6.7 The Contractor shall bear all expenses required for upkeeping the vehicle/machinery in smooth running condition such as fuel, lubrication oil and other consumables, necessary service, repair & maintenance, replacements, insurance, replacement of parts, installation of accessories like fire extinguisher etc. The rate quoted shall be inclusive of all these provisions. It is also to be ensured by the selected bidder that sufficient fuel is always available for travel.
- 6.8 The Contractor shall maintain a logbook duly indicating the hours which has been run by the machineries, which shall be verified by Engineer-in-charge.
- 6.9 The Contractor shall use the equipment identified in the quote along with competent operators and adequate stock of spares for smooth operations.
- 6.10 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works under the Contract.

- 6.11 The Contractor shall maintain and update the road condition inventory regularly.
- 6.12 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. The Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.
- 6.13 The Contractor shall not sub-let/sub-contract any of its work to any other Contractor/individual/Firm/Agency.
- 6.14 The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the Maintenance Works and Activities included in the Contract, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic, explosive.
- 6.15 All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in Clause 4.9, are the risks of the Contractor.
- 6.16 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the completion period, in that amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a) Loss of or damage to Equipment
 - b) Third Party Liability Insurance
 - c) Automobile Liability Insurance
 - d) Workers' Compensation
 - e) Employer's Liability
- 6.17 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 6.18 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer had paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.
- 6.19 Alterations to the terms of insurance shall not be made without the approval of the Engineer in charge.
- 6.20 The Contractor, in preparing the Quoted Price, may rely on his own risks and liability on any Site Investigation Reports.
- 6.21 The Contractor shall be responsible for the safety of all activities on the Site, including arrangements for smooth flow of traffic at his own cost as per guidelines of the IRC/Ministry of Road Transport & Highways. He shall provide proper barricading, diversion boards, etc. He shall be fully responsible for the

safety of workers and staff at site and provide safety helmets, reflective jackets and other PPE to the workers, inspecting officers and supervisors.

7. Time Schedules:

7.1 The Contract shall be valid for 03 months.

7.2 Defect Liability Period shall be **NIL**.

8. Bill of Quantities

8.1 The Bill of Quantities shall contain the description of items, units, rates and amount.

8.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates given in the Bill of Quantities with accepted/awarded tender premium for each item for the work executed.

8.3 The accepted/awarded tender premium above/below the grand total of Project cost as per BOQ shall be applicable for individual item of work to determine payable amount to Contractor subject to contractual provisions.

8.4 The rates quoted by the Contractor shall be deemed to be exclusive of the GST and inclusive of other levies, duties, royalties, cess, toll, and other taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract.

8.5 The quotationer shall quote the Rate Provided by Bidder (%) (Above/Below) as per format given in Annexure-B at the time of submission of bid.

I. No	SOR 2022	Description of item	Unit	No.	Quantity	Total Quantity	Rate (INR)	Amount (INR)
A		Landslide Clearance						
1		LANDSLIDE CLEARANCE Providing and supplying followings equipments including driver, labour, loading/unloading arrangements, fuel lubricants and attachment for maintenance work when required as per the instruction of the Engineer.I						
1.1	P&M 017	Front End loader 1 cum bucket capacity	Hour	1	360.00	360.00	₹ 931.22	₹ 3,35,239.20
1.2	P&M 048	Tipper- 5 CUM	Hour	1	540.00	540.00	₹ 478.38	₹ 2,58,325.20
		Total						₹ 5,93,564.40
		Rate Provided by Bidder (%) (Above/Below)						
		Net Price						

9. Changes in the Quantities

9.1 The final quantity of the work done may differ from the quantity given in the Bill of Quantities. The payment shall be made for the quantities executed. Provided that the items for which lump sum rates have been quoted shall not

be measured and the payments for such items not exceeding the quoted lump sum amount shall be made to the Contractor subject to meeting the specified maintenance requirements by the Contractor in accordance with the Agreement. It is agreed, beyond doubt, by the Contractor that no claims shall be entertained by the Engineer/ Employer on account of reduction to any extent, due to budgetary constraints, in quantities of measurable items.

- 9.2 The Contractor shall not claim anything from NHIDCL on account of earlier foreclosure/termination of the contract i.e. before the expiry of the scheduled Contract Period or quantity of items. Notwithstanding to contrary in this contract any or all quantities, of any or all items of works, may be partially executed, exceeded or may not be executed at all.
- 9.3 The Engineer may order Variations, with the prior approval of the Employer, he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall execute the varied works. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.
- 9.4 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.
- 9.5 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

10. Payment Certificates

- 10.1 The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- 10.2 The Engineer shall check the Contractor's monthly statement within 07 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 10.3 The value of work executed shall be determined, based on measurements by the Engineer.
- 10.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 10.5 The value of work executed shall also include the valuation of Variations and Compensation Events.
- 10.6 The Engineer/Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of latest information.
- 10.7 The final bill shall be submitted by the Contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.
- 10.8 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts the Engineer had certified, within 28 days of the date of each certificate.
- 10.9 The authorized representative of the Employer shall make the payment

certified by the Engineer.

- 10.10 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed to be covered by other rates and prices in the Contract.

11. Liquidated Damages

- 11.1 Default of Contractor on account of mobilization of Equipment: A penalty of 0.05% of the Contract/Quoted Price per day shall be levied on the Contractor if the Contractor fails to mobilize equipment and manpower as mentioned in Cl. 6.2 above.

12. Completion

- 12.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works are completed.

13. Bids/Service Quotations may be submitted in hard copy/mail at following address with above-mentioned requested documents and filled Annexure-B:

Office of Executive Director (P)

NHIDCL- RO West Bengal & Sikkim (Gangtok)

National Highway & Infrastructure Development Corporation Ltd.

Amdo Golai, Opp. State Veterinary Polyclinic,
Gangtok, Sikkim - 737102

Email : ro.sikkim@nhidcl.com

14. Any conditional bids/quotations shall be summarily rejected by NHIDCL.
15. NHIDCL reserves the right to cancel the quotation at any time without prior information to bidders.
16. Last Date of Submission: 31.07.2025 (1700 Hrs)

Annexure-A

FORM OF e-BANK GUARANTEE FOR PERFORMANCE SECURITY

To

[Address of Employer]

WHEREAS..... (name and address of contractor) hereinafter called “the Contractor” has undertaken, in pursuance of Letter of Acceptance No.

..... Dated..... to execute **“Hiring of Machinery for Clearance of landslide and associated works on project “Construction of 2-lane Specification Road with Paved Shoulder as Re-alignment (Greenfield Alignment) of Existing Stretch between Legship to Gyalshing of NH-510 (Design Chainage from Km 58.840 to Km 75.000)”** (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total amount of Rs..... (amount of guarantee) (Rupees (in words) and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

This guarantee shall also be operatable at our Branch at Gangtok, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

E-Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

Particulars	Details
Name of the Beneficiary	National Highways and Infra Dev Corp Ltd.
Beneficiary Bank Account No.	94113210000020
IFC Code	CNRB0019411
Beneficiary Bank Branch Name & Address	Canara Bank, MG Marg, Gangtok-737101
Entity id	AAECN7759E (for e-BG purpose only)

Signature and seal of the Guarantor with Name, Designation, Employee Code
Number and Telephone **Number**.....

Name of the Issuing	Name of the Controlling
Bank/Branch-----	Branch/Bank-----

Address and Telephone Number _____ Address and
Telephone Number..... Date.....

In the presence of (if this is to be witnessed as per bank's policy)
.....

1.....
 ...
 (Name, Address and Occupation)

2.....
 ...
 (Name, Address and Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure-B

BOQ

I. No	SOR 2022	Description of item	Unit	No.	Quantity	Total Quantity	Rate (INR)	Amount (INR)
A		Landslide Clearance						
1		LANDSLIDE CLEARANCE Providing and supplying followings equipments including driver, labour, loading/unloading arrangements, fuel lubricants and attachment for maintenance work when required as per the instruction of the Engineer.I						
1.1	P&M 017	Front End loader 1 cum bucket capacity	Hour	1	360.00	360.00	₹ 931.22	₹ 3,35,239.20
1.2	P&M 048	Tipper- 5 CUM	Hour	1	540.00	540.00	₹ 478.38	₹ 2,58,325.20
		Total (Excl. GST)						₹ 5,93,564.40
		Rate Provided by Bidder (%) (Above/Below)						
		Net Price (Excl. GST)						