

DISTRICT AUTHORITY, DISTRICT

Request for Proposal (RFP) / Draft Bid Document for

Selection of Contractor for Dredging/De-silting/Removal of river bed materials from within site location of **River/Channel**

RFP No.

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Schedule Sheet

Name of Work	Selection of Contractor for Dredging/ De-silting/ removal of river bed materials from..... ...River betweendistrict
RFPNO	
e-auction portal	http://www.e-auction.gov.in
Date of publication of tender on website	Day-1
Last Date of sending Pre-Bid Queries	Day-6
Email address for submitting pre-bid queries	Xoo
Date, Time and venue of Pre-Bid Conference.	Day- 8, Venue Determined by Auction Inviting Authority, DISTRICT AUTHORITY, DISTRICT
Last date for sending the replies of the queries, to the Bidder through e-mail	Day-10
Last Date & Time for Submission of Techno-Commercial Bid documents by Online	Day-21
Conduct of electronic auction	Day-28
Intimation to the Preferred Bidders	Day-26
Nodal Officer/Contact Details	DISTRICT AUTHORITY, DISTRICT

Note- Above schedule may be changed by Auction Inviting Authority of DISTRICT AUTHORITY, DISTRICT, GOVT. OF WB at its own discretion. Please check the website: <https://eauction.gov.in> and District Authority website from time to time for further update.

DataSheet

Sl No	Parameter	Details
1.	Total estimated volume of River Bed Materials to be Dredged/De-silted/Removed	YY.#cubicmetre(approximately)
2.	ProjectCost	Project Cost is determined by estimated volume of de-silted/ dredged material in Cum X Rate (Rs110/ Cum).
3.	StartingBidPrice(InForward Bidding)	Rupee 1/-Cum (In addition to the auction bid price the HI Bidder has to pay all the statutory payments i.e. (Royalty + Cess + DMF + Portal Charges + IT + GST) before availing Chalan for disposal.
4.	Non-refundable Bid Document Fee (to be submitted by Demand Draft) in favour of "District Authority, _____District" payable at _____.	Rs.3000/- in favour of _____DISTRICT, payable at _____ (as fixed by the District Authority)
5.	Amount of Bid Security (to be submitted in form of demand Draft) with the Technical Bid	1% of Project Cost payable in favour of _____ District, payable at _____ (as fixed by the District Authority)
6.	Amount of Performance Security (to be furnished in the form of a Bank Guarantee from a Scheduled Commercial Bank in India payable at _____, West Bengal before signing of the agreement. (as per Annexure-5)	1% of Project Cost payable in favour of _____ District. (as fixed by the District Authority)
7.	Duration of work Days
8.	Volume of River Bed materials out of the de-silted/dredged quantity to be utilized by the contractor in bank/embankment restoration at his own cost. Cum

*In addition to the offered Rate the HI Bidder has to pay all the statutory payments i.e. (Royalty + Cess + DMF + IT + GST) as per the extant rules. Rate of Royalty will be applicable depending upon the type of the desilted bed material.

** All the payments for statutory charges and taxes and offered Bid Amount (HI Bidder) may be made through the Portal of WBMDTCL, till the time a separate Revenue Head of account is created separately by District Authority, _____District, Govt. of WB

1. Disclaimer

- 1.1. This document is not an agreement or an offer by DISTRICT AUTHORITY,DISTRICT to bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their proposal.
- 1.2. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for DISTRICT AUTHORITY,DISTRICT to consider the particular needs of each party who reads or uses this document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
- 1.3. Neither DISTRICT AUTHORITY,DISTRICT nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
- 1.4. Neither DISTRICT AUTHORITY,DISTRICT nor their employees or their consultants shall have any liability to any bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of DISTRICT AUTHORITY,DISTRICT or their employees, any consultants to otherwise arising in anyway from the selection process for the project.
- 1.5. The issue of this document does not bind DISTRICT AUTHORITY,DISTRICT to shortlist Technically Qualified bidders or to select a Preferred/Successful bidder. DISTRICT AUTHORITY,DISTRICT reserves the right to annul the bidding process and/or to reject all bids, at any stage, without incurring any liability to the bidders or any third parties.
- 1.6. The bidder should confirm that the document downloaded by them from the e-auction portal of Govt. of West Bengal is complete in all respects including all annexures and attachments. In the event that the document or any part thereof is mutilated or missing, the bidder shall notify DISTRICT AUTHORITY,DISTRICT immediately at the following address:

District Magistrate or
Any Additional District Magistrate
..... DISTRICT District
..... PIN:XXXXXX

- 1.7. If no intimation is received within the last date for submission of pre-bid queries, it shall be presumed that the bid documents received by the bidder is complete in all respects and that the bidder is fully satisfied with the document.
- 1.8. No extension of time shall be granted to any bidder for submission of its bid on the ground that the bidder did not obtain the complete set of the document.
- 1.9. The RFP comprises of general guidelines and conditions for bidding but not an offer by DISTRICT AUTHORITY,DISTRICT to bidders or any third party. The purpose of the RFP is to provide interested parties with information to facilitate the formulation of their bids to undertake this Project and to convey the terms on which the work shall be awarded by DISTRICT AUTHORITY,DISTRICT.
- 1.10. This document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 1.11. DISTRICT AUTHORITY,DISTRICT reserves the right to change, modify, add or alter the document at any time during the bidding process. All such changes shall be uploaded on the e-auction portal. It is the duty and responsibility of bidders to visit the e-auction portal regularly and keep themselves updated on the bidding process and any communication made in relation to the bidding process.
- 1.12. The bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly.
- 1.13. DISTRICT AUTHORITY,DISTRICT reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process without assigning any reasons. Further DISTRICT AUTHORITY,DISTRICT reserves the right to annul the bidding process and / or to reject any or all bids at any stage prior to the signing of the Agreement without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for DISTRICT AUTHORITY,

.....DISTRICT section. Decision of DISTRICT AUTHORITY,

.....DISTRICT shall be final and binding in this regard. If the bid has to be rejected due to unavoidable circumstances and not due to any fault of the Bidder, the Bid Security and Performance Security as the case may be, will be refunded to the Bidder.

- 1.14. The bidder shall not make any public announcements with respect to this bidding process or this document. Any public announcements to be made with respect to this bidding process or this document shall be made exclusively by DISTRICT AUTHORITY, DISTRICT.
- 1.15. The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. DISTRICT AUTHORITY, DISTRICT and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- 1.16. By responding to the RFP, the bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The bidder hereby expressly waives any and all claims in respect thereof.
- 1.17. The excavation operation will be in wet / dry or both mode of dredging operation and the contractor has to arrange the following equipments and machineries at site.

Sl No	Name of equipments/ machinery	Nos. required	Purpose
1	Pontoon mounted mechanical excavator for wet excavation		Suitable for dredging underwater of minimum depth of metre.
3	Mechanical Excavator for dry / wet excavation		For dry/wet cutting or on the river bank for disposal of excavated materials from boat to canal bank.
4	Mechanized Boat		For carrying excavated material from excavation point to disposal point on the river bank for wet cutting.
5	Tipper/ Dumper	Sufficient number, to clear the excavated material from site within 10 days from	For disposal excavated material from disposal point on river / canal bank to a suitable location arranged by the contractor.

		Its placing on river/ canalbank.	
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*The number will be mentioned as per scope and volume of the work.

**The type of dredging will vary as per nature of stretch and site condition

- 1.18. The initial dumping of the dredged materials shall be the sole responsibility of the contractor and the cost for the same shall be borne by the contractor.
- 1.19. During final disposal of the dredged materials, if any damage of the road occur, the damages shall be mended good by the agency at its own cost.
- 1.20. In course of execution of the work, any disturbance occurs from the end of the local people that should be promptly brought to the notice of the District Administration.
- 1.21. In course of execution of the work, the safety & security of the adjoining areas, as well as protection of navigation through the canal / river is the responsibility of the agency.
- 1.22. The agency will carry out de-siltation/dredging/removal of river bed materials as per instruction of the field level officers of Irrigation & Waterways Directorate.
- 1.23. Before starting of the work and after completion of the work, necessary measurement will be taken by the Technical personnel of the concerned District as nominated by the appropriate authority. Concerned Executive Engineer, I&W Dte. of the concerned district with his team will render all technical assistance in this regards.
- 1.24. Necessary permission of the District Authority,District, shall be taken by the agency before de-mobilization of men and machineries after completion of the project.
- 1.25. This RFP has been issued pursuant to the identification of an area with the intent to select contractor for carrying out De-silting/Dredging/removal of river bed materials, pursuant to the Mines and Minerals (Development and Regulation) Act, 1957, West Bengal Minor Minerals Concession Rules, 2016, The West Bengal Sand Mining Policy, 2021, West Bengal Sand (Mining, Transportation, Storage and Sale) Rules' 2021 and any other applicable Statutory Rules/ Regulations/ Notifications as notified by Central Government/ State Government from time to time.
- 1.26. All information provided in this RFP shall be read together with the Act and Rules made thereunder. In the event of a conflict between this RFP and the Act/ Rules/ Notifications, the Act/ Rules/ Notifications, as the case may be, shall prevail.

2. List of Abbreviations

FY	Financial Year
GST	Goods and Services Tax
GSTIN	Goods and Service Tax Identification Number
INR	Indian Rupee
I&WD	Irrigation and Waterways Department
LOI	Letter of Intent
PAN	Permanent Account Number
PF	Provident Fund
PWD	Public Works Department
RFP	Request for Proposal
TAN	Tax Deduction Account Number
LLP	Limited Liability Partnership
AIA	Auction Inviting Authority
AAA	Auction Accepting Authority

3. Definitions and Rules of Construction

3.1 Definitions

Unless defined otherwise, the following terms wherever used in this RFP document shall have the following meanings:

- 3.1.1 **"Accounting Year"** shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year, provided that, the first Accounting Year shall commence from the Commencement Date and end on the thirty-first day of March of the next calendar year and the last Accounting Year shall commence on the first day of April of the calendar year during which the Transfer Date occurs and shall end on the Transfer Date; provided that, in case of any change of the financial year by the competent authority, the changed dates shall apply.
- 3.1.2 For this bidding, **"river bed materials"** shall mean to consist of naturally occurring (crushed or uncrushed) stone, boulders, gravels, mud, pebbles, boulders, Silt/Soil/Earth etc. as the case may be within the site location as per the report of DISTRICT AUTHORITY, DISTRICT.
- 3.1.3 **"Agreement"** or **"Dredging/De-silting/Removal of river bed materials Agreement"** Means the agreement to be entered into between DISTRICT AUTHORITY, DISTRICT and the Successful Bidder selected through the bidding process, for the execution of the Project. The draft Agreement is attached in Annexure 6.
- 3.1.4 **"Applicable Laws"** means any law, act, legislation, statute, rule, directive, circular, ordinance, notification, exemption, regulation, judgments /orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either DISTRICT AUTHORITY, DISTRICT, to bidders or to the Selected Bidder or to the Contractor
- 3.1.5 **"Authority"** means any government department, local government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of Government of India or the Government of West Bengal, authority exercising any sovereign function, and includes any municipal or local authority.
- 3.1.6 **"Authorized Representative"** shall mean any person having the right to represent DISTRICT AUTHORITY, DISTRICT/Contractor/any other organization, as applicable.
- 3.1.7 **"Bid" or "bid" or "Proposal"** shall mean the documents submitted by a bidder pursuant to this RFP, including the Techno-Commercial Proposal, along with any additional information/clarifications required/sought by DISTRICT AUTHORITY, DISTRICT, and the Financial Bid.
The "Bid Evaluation Committee" shall mean the committee of officers of DISTRICT AUTHORITY, DISTRICT and its advisors and consultants.

- 3.1.8 **"Bidder"** shall be a bonafide registered Indian company/LLP as per Companies Act, 2013 or registered Partnership Firm under The Partnership Act, 1932 or registered Proprietorship or registered Consortium comprising of maximum 3 (three) members having valid Trade License Firm or Individual having valid Trade License, Income Tax, Professional Tax, GST Registration

For Consortiums formed by Organizations/ Firms or Companies the following documents are required to be submitted with the bid:

Registered Agreement/Memorandum of Understanding, and deed of Consortium formed out of Company, LLP, Proprietorship and Partnership Firms, and documents of Registration of Partnership Firms in the certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms.

For Consortiums formed by individual Companies, Memorandum of Understanding/ Agreement of Consortium all documents are to be mandatorily signed by all constituents of that Consortium. The lead member of the Consortium should be clearly declared in a registered Non Judicial Stamp paper of appropriate value during submission of e-bid.

Any change in the constitution of the Consortium or any of its constituent Firms should also be intimated to the office of the Registrar of Firms prior to submission of the bid and a certified copy of the revised Form No. VIII, showing changes in its constituents are required to be submitted with the e-bid.

- 3.1.9 **"Bid Document" or "Bidding Document" or "Auction Document" or "RFP document" or "RFP"** means this document issued by DISTRICT AUTHORITY,

.....DISTRICT and shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by DISTRICT AUTHORITY,

.....DISTRICT subsequent to the issue of the RFP document. In case of any conflict between the provisions of this RFP and the provisions of the Dredging/ Desilting/ Removal of river bed materials Agreement, the provisions of the Agreement shall prevail over the provisions of this RFP.

- 3.1.10 **"Business Day/business day"** means a day other than a Sunday or a public holiday as

declared by the Government of West Bengal.

- 3.1.11 **"Commencement Date"** is the date of signing of an agreement between Successful bidder and DISTRICT AUTHORITY, DISTRICT.

- 3.1.12 **"Company/LLP" or "Corporate Entity"** means a Company/LLP as defined in the Companies Act 1956/ 2013 or Partnership Firm under The Partnership Act, 1932.

- 3.1.13 "Cubic Metre" will mean as defined in the Legal Metrology Act 2009 and West Bengal Legal Metrology Enforcement Rules 2011
- 3.1.14 "Dredging /De-silting/Removal of river bed materials Contractor" or "Contractor" refers to the Successful Bidder with whom Agreement has been signed after he accepted the LoI and submitted the Performance Security.
- 3.1.15 "Financial Year" shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year
- 3.1.16 "Starting Bid Price" shall mean the bid price below which the bidding by the contractor is not allowed.
- 3.1.17 "Holding company/LLP" shall have the meaning given to it under the Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932
- 3.1.18 Consortium :- Consortium means a consortium constituted by maximum 3 (three) members who may be registered as Proprietorship Firm or Partnership Firm or Company or LLP.
- 3.1.19 District Authority,DISTRICT means The District Magistrate or any Additional District Magistrate authorized by District Magistrate ofDISTRICT District. The District Magistrate will act as the Bid Accepting Authority and any Additional District Magistrate authorized by District Magistrate will act as the Bid Inviting Authority.
- 3.1.20 Technical-Bid Evaluation as well as work monitoring Committee :- A Committee headed by District Magistrate, Additional District Magistrate authorized by District Magistrate, concerned Executive Engineers of I&W Department, an authorized representative of WBMDTCL and any Treasury Officer as authorized by District Magistrate will function as a Technical Evaluation as well as work monitoring Committee for the Bid.
- 3.1.21 Technically Qualified Bidder" means a bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of DISTRICT AUTHORITY,DISTRICT as per the terms and conditions of the RFP and is shortlisted for auction.
- 3.1.21 "Transfer Date" shall mean the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice
- 3.1.22 "DISTRICT AUTHORITY,DISTRICT" means the District Authority ofDISTRICT and shall include its legal representatives, successors, administrators and permitted assigns.
- 3.1.23 "Bid Amount" means the amount offered by the bidder and accepted by appropriate authority.

3.2 Rules of Construction

- 3.2.21 A reference to singular includes the plural and vice-versa where the context so requires;
- 3.2.22 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;

- 3.2.23 Headings do not affect the interpretation of this RFP document;
- 3.2.24 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 3.2.25 A reference to a day, month or year is relevant to a day, month or year in accordance with the Gregorian calendar; unless otherwise specified in this RFP document;
- 3.2.26 A reference to ₹, Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 3.2.27 A reference to an agreement, deed, instrument or other document include the same as amended, notated, supplemented, varied or replaced from time to time;
- 3.2.28 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- 3.2.29 The expression "writing" or "written" shall include communications by facsimile, electronic mail and letter;
- 3.2.30 Terms and expressions not defined anywhere in the RFP document or the Desilting/Dredging/removal of river bed materials Agreement shall bear their ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply;
- 3.2.31 If there is any difference between a number expressed both in figures and words, the latter shall prevail. This shall also apply to all documents and communication received by DISTRICT AUTHORITY, DISTRICT from the bidders.

3.3 Governing Law and Jurisdiction of Courts

DISPUTE SETTLEMENT MECHANISM

Except where otherwise provided in this Agreement, all question and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or machineries used for the work or as to any other question, claim, right, matter or things whatsoever, in any way arising out of relating to the contracts design, drawings, specification, estimates, instructions, order or these conditions or otherwise concerning the work, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned

hereinafter.

If either of the parties of this Agreement consider any work to be outside the requirements of this Agreement, or dispute and record or decision given in the writing by the TIA or TAA or any matter in connection with or arising out of this Agreement or carrying out of the work, to them unacceptable, he/she may request the Chairman of the Dispute Redressal Committee (in short DRC) within 15 days as mention herein below, in writing for written instruction or decision of the DRC there upon the DRC shall give written instruction or decision within a period of three months from the date receipt of the letter of dispute.

The Dispute Redressal Committee (DRC) in respect of a District shall be as follows:-

01.	District Magistrate & District Collector concerned	Chairman
02.	Additional District Magistrate (Zilla Parishad) concerned	Member Secretary Cum-Convenor
03.	FC & CAO, Zilla Parishad Concerned	Member
04.	District Engineer of the Zilla Parishad concerned	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

Unless the Agreement has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with all the works with due diligence and parties to the Agreement and shall give effect forthwith to every such decision of the Engineer-in-Charge.

In the event of any further dispute or difference relating to/ arising from or connected with the decision of the Dispute Redressal Committee (DRC), such dispute or difference shall be referred by either party to the competent Court of Law having necessary jurisdiction.

This Agreement shall be subject to exclusive jurisdiction of Calcutta High Court in Kolkata

4.1 Background

- 4.1.1 DISTRICT AUTHORITY, DISTRICT is under the administrative control of Govt. of West Bengal
- 4.1.2 Over the years it has been observed that various rivers/ water bodies of West Bengal have experienced increased sedimentation/ siltation due to natural processes. There is a need for adoption of holistic policy to improve the river health and restore the water bodies to control the flooding, increase the water carrying capacity and enhance the navigation. Amongst various practices, Dredging/De-

silting of the water bodies is the key activity which can be taken up. In this context, the Irrigation and Waterways Dept. (I&WD) Govt. of West Bengal) has approached DISTRICT AUTHORITY, _____ DISTRICT regarding a need for Dredging /De-silting of identified location site.

- 4.1.3 DISTRICT AUTHORITY, _____ DISTRICT has decided to select and engage a Dredging/ De-silting/Removal of riverbed materials contractor possessing adequate technical and financial credentials as per the norms through e- auction method.
- 4.1.4 The Techno-Commercial Bid submitted by the bidders shall be evaluated by the Bid Evaluation Committee of DISTRICT AUTHORITY, _____ DISTRICT in accordance with the terms & conditions set out in this RFP document. The Bid Evaluation Committee would recommend to DISTRICT AUTHORITY, _____ DISTRICT a list of technically Qualified Bidders who can participate in e-auction. ***Bidder offering the highest value in terms of Rupee/Cum by Forward Bidding shall be declared as the H1 Bidder.***
- 4.1.5 The Contractor shall be responsible for carrying out Dredging/ De-silting/ Removal of river bed materials from site location as mentioned in Annexure-7. ***The Contractor (H1 Bidder) shall utilize the volume of dredged/de-silted Silt/Soil/Earth including pebbles/debris naturally found in the river bed after complying with the relevant statutory rules & regulations and after payment of all statutory fees along with the bid amount in conformity to Sl No. 8 of Data Sheet after utilizing a portion of the Dredged/De-silted river bed materials in bank/embankment restoration at his own cost.***
- 4.1.6 The publication of the RFP, publication of any Corrigendum(s)/ Amendment(s), as well as the submission of Techno-Commercial Proposals and Financial Proposals shall be conducted on the e-auction portal of Govt. of India.
- 4.1.7 LOI/LOA will be issued to the H1 Bidder, subject to approval of DISTRICT AUTHORITY, _____ DISTRICT. The bidder who receives the LOA is termed as preferred bidder.
- 4.1.8 The Preferred Bidder shall be considered to be "Successful Bidder" upon:
- Continuing to be in compliance with all the terms and conditions of eligibility
 - Acceptance of LOI issued by DISTRICT AUTHORITY, _____ DISTRICT within stipulated time
 - Submitting the Performance Security within stipulated time
- 4.1.9 The Successful Bidder shall enter into an Agreement with DISTRICT AUTHORITY, _____ DISTRICT, in the form provided by DISTRICT AUTHORITY, _____ DISTRICT as part of the Bidding Documents pursuant thereto.

- 4.2 Description of the site: The location site is mentioned in Annexure-7

5. Instruction to Bidders

Scope of work of De-silting/Dredging/removal of river bed materials Contractor

- 5.1 The Contractor shall bear and pay all costs, expenses and charges in connection with or incidental to the performance of its obligations in an environment friendly and sustainable manner mentioned hereunder, save as otherwise expressly provided in the agreement.

1. The Contractor shall deploy required machinery, vehicles, operating crew/ manpower for the work.
2. The Contractor shall undertake maintenance of the working site and maintain the smooth flow of inward and outward movement of motor able vehicles without disturbing the local traffic. The Contractor shall exercise special care in regulating/diverting the transportation vehicles in populated and strategic locations like school, hospital, market place etc.
3. The Contractor shall maintain approach road from working site to the nearest access road.
4. Regular sprinkling of water on such the approach & village road used by the transportation vehicles will have to be done by the contractor, if required, at his own cost, so as to make the surroundings free from dust. Adequate lighting, clear demarcation and proper fencing with CCTV arrangements are to be installed at stock points by the contractor at his own cost.
5. The Contractor shall undertake the Dredging/ De-silting/ Removal of river bed materials activities complying all relevant provisions of Acts/ Rules/ Notifications including guidelines of Irrigation & Waterways Department (I&WD) of Government of West Bengal, issued from time to time, and shall arrange at its own cost to obtain any statutory clearances/ approvals if required to undertake the said scope of work.
6. The Contractor shall develop necessary infrastructure and incur expenses to mitigate all environmental risks related or incidental to the scope of this work.

5.2 Contract Period

1. The period of contract will be initially _____ Days to be reckoned from the date mentioned in Award of Contract (AOC). However, it may be extended in conformity to the site condition, as the Competent Authority deems fit in consultation with successful bidder by considering the local conditions and working seasons as the

river/water body cannot be accessed many months during monsoon season.

2. In case, the preferred bidder does not accept the LOI/LOA and execute the agreement within 7 (seven) days from the date of grant of LOI/LOA, reasoned decision shall be taken by DISTRICT AUTHORITY, DISTRICT towards forfeiting the Bid Security. Additionally, if the contractor does not commence the work within 14 days from the date of signing of the agreement, reasoned decision shall be taken by DISTRICT AUTHORITY, DISTRICT towards termination of the Agreement. If the Agreement is terminated in this regard, Bid Security and/or Performance Security will be forfeited if the Contractor is found responsible for non-commencement of the work. If the Contractor is not responsible then Bid Security and Performance Security shall be returned.

5.3 Eligibility Criteria

The Bidder must be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship or Consortium comprising of (maximum 3) members having valid Trade License Firm or Individual having valid Trade License, Income Tax, Professional Tax, GST Registration.

- 5.3.1 The Bidder must be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship firm having valid Trade License, PAN, GSTIN & Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is latest available. In case the Bidder(s) are Brickfield owner(s), valid CTE/CTO and no due certificate regarding royalty, cess, rent and other government dues from concerned SDL&LRO/DL&LRO will have to be submitted in addition to the provision stated above. They should possess the experience of manufacturing of 20 Lakhs of bricks in a year during last 4(four) years.
- 5.3.2 The Bidder should have Aggregate of Annual turnover from business of any 3(three) FY with the zone of immediate preceding 5(five) FYs from the date of publication of e-Auction should be at least Rs.-(Rupees in words) only [20% of the project cost]. However, for Consortium/JV, such Aggregate Annual Turnover should be at least Rs.-(Rupees in words) only [90% of the project cost] and each entity should have 20% of required Aggregate Annual Turn Over for 3(three) preceding financial years, within the zone of immediate preceding 5(five) years. Maximum number of constituents in JV/Consortium shall be restricted to 3(three). In case Brick field Owner is a member of the consortium then they should also submit the documentary evidence of experience of manufacturing of 20 Lakhs of bricks in a year during last 4(four) years, duly certified by SDLLRO/DLLRO.
- 5.3.3 Minimum technically qualified bidders must be 3 (three) in number for validating the e-Auction process.

5.3.4 The bidders must have credential of completion of single work of dredging / de-siltation of rivers / channels having

length at least 30% of the length of the work i.e. _____ Km

OR

at least 30% of the estimated volume of work i.e. _____ cft.

under the Govt. of West Bengal, Union Govt. Departments/ Other State Govt. Departments / Engineering Wings of GoI, PSU and Corporations of Govt. of India & other state within last 5 years on the date of publication of e-Auction. Completion Certificate must have to be issued by an officer not below the rank of Divisional Engineer/Executive Officer, e.g. (Executive Engineer, District Engineer of Zilla Parishad, Executive Officer of any Block etc.). In case of JV/ Consortium, credential of any of the constituent members is mandatory.

5.3.5 In case of major rivers, the bidder has to provide a Method Statement describing the modalities of execution along with the list of Machineries, Equipment based on the volume of de-siltation and time allowed to complete the work. The bidder, along with the list as stated above, will have to furnish a declaration of ownership of the Machineries and Equipment as per Annexure-9 of RFP. In case some of the Machineries and Equipment's procured on rental basis, declaration of a rental Agreement with the owner(s) will have to be furnished in Annexure -10 of RFP.

5.4 Documentary evidence

1. The bidder shall submit copies of PAN, GSTIN Certificate, IT returns, Valid Trade License /acknowledgement or Receipt of application for Trade License / Revalidation, Partnership deed in case of partnership firm, Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors / Board Members in case of Companies, For legally constituted Consortia/Joint Venture of Firms/ Companies, Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC. The bidder shall submit UDIN generated certificate from Chartered Accountant.
2. All the supporting documents submitted by the bidder shall be self-certified by the Authorized Signatory holding the Power of Attorney of the bidder in case of company/Partnership Firm or Proprietor or Individual.
3. Allowance of only one bid: Each Bidder shall submit only one Bid in a single work. If the same bidder bids separately as a partner in any other partnership firm/consortium/joint venture or as proprietor/principal shareholder of any firm/company in the same work, all of their bids will be treated as disqualified.
4. Bid Document Fee: Bidders are required to remit non-refundable tender document fee as mentioned in Data sheet through Demand Draft in favour ofDISTRICT payable at ".....", (as mentioned in the data sheet).
5. Cost of Bidding :The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid, and DISTRICT AUTHORITY,DISTRICT shall in no case be responsible or liable for these costs and risks.
6. Site visit:

7. Bidders are encouraged to visit the site, to apprise themselves of the site conditions and its surroundings and obtain for themselves, on their own responsibility, all the information that may be necessary for preparing their bids.
8. Bidders who do not visit the site shall be deemed to have appraised themselves of the site conditions necessary for preparing their bids.
9. The bidder may collect sample from site and analyze for ascertaining the components of river bed materials.
10. The bidder shall assess and satisfy itself as to the adequacy of the local conditions such as approach roads, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to the site, water and power supply conditions, river regime, river/water body water levels, other details of river/water body, major drains and their water levels in normal rainy season, climatic conditions, local terrain, availability of manpower, construction materials, details of taxes, royalties, duties and levies as applicable and any other information required.
11. Bidders shall bear their own costs and make own arrangements required for visiting the site.

5.5 Pre-Bid Meeting: A pre-bid meeting would be held on the date and venue as mentioned in schedule sheet to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. Attendance of the bidders at the pre-bid meeting is not mandatory.

5.6 Clarifications on the Bidding Documents

1. Bidders may send their pre-bid queries on the Bidding Documents or the Bidding Process. Such queries may only be sent to the email address given in the Data Sheet as per the Schedule of Bidding process.
2. The responses to the queries as well as the minutes of the pre-bid meeting shall be published on the e-auction portal of Govt. of India and shall be freely available for download. The source of the query shall not be revealed.
3. Bidders are advised to regularly check the e-auction portal of Govt. of India regarding the posting of clarifications, modifications, if any.
4. The last date for receipt of pre-bid queries is indicated in the Data sheet. Queries received after this date may not be considered.

5.7 Issue of Corrigendum and Amendment to the Bidding Documents

1. At any time prior to the Bid Due Date, DISTRICT AUTHORITY,

.....DISTRICT may at its own initiative or in response to a clarification or suggestion requested by a bidder, amend the provisions of RFP document or draft Agreement by issuing a Corrigendum(a)/ Amendment(s) to the RFP document or the draft Agreement, which shall be freely available for download on e-auction portal of Govt. of India. The Corrigendum (a) / Amendment(s) will be binding on the bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid. Bidders are also advised to regularly check the e-auction portal of Govt. of India regarding posting of Corrigendum(a)/Amendment(s), if any, which shall be notified on the e-auction portal of Govt. of India as well as in well circulated daily newspaper. Any further communications, corrigendum, addendum, etc. shall be available on the e-auction portal of Govt. of India.

2. Any Corrigendum (a)/ Amendment(s) issued by DISTRICT AUTHORITY,DISTRICT subsequent to the issue of RFP document will also be considered as an integral part of the Bidding Document and any reference to the RFP document/ agreement shall include such Corrigendum (a)/ Amendment(s) also.
3. No verbal clarification and information provided by DISTRICT AUTHORITY,DISTRICT or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on DISTRICT AUTHORITY, DISTRICT unless subsequently confirmed through the issuance of Corrigendum (a)/ Amendment(s).
4. In order to provide prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, DISTRICT AUTHORITY,DISTRICT may at its discretion, extend the Bid Due Date.

6. General conditions regarding submission of Bid

6.1 Online submission of Technical Bid (in the online NIC e-auction portal <https://eauction.gov.in>)

1. Scanned copy of Demand Draft of Tender Document fee as mentioned in the Data sheet
2. Scanned copy of Demand Draft of Bid Security as mentioned in the Data Sheet
3. Scanned copy of Power of attorney in the format specified in **Annexure 1**
4. Scanned copy of Bid Letter in the format specified in **Annexure 2**: Format for Bid Letter authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder.
5. Scanned copy of the duly executed Affidavit in the format as specified in **Annexure 3**: Format for Affidavit

6. Scanned Copy for Eligibility Criteria as per format Annexure-4 along with scanned copy of System generated UDIN.
7. Scanned copies of RFP, Addenda/Corrigenda if any, PAN, GSTIN Certificate, IT returns for last 5 (five) years, Valid Trade License /acknowledgement or Receipt of application for Trade License/Revalidation., Partnership deed in case of partnership firm, Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members in case of Companies, For legally constituted Consortiums/ Joint Venture of Firms/ Companies, Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC, failing which the bid will be rejected.
8. Scanned copy of Annexure-7
9. Scanned Copy of Annexure-8 (Declaration against common Interest)
10. Scanned Copy of relevant Documents as per Clause no 5.3.2 & 5.3.4
11. Scanned Copy of List of machineries as per Clause no 5.3.5 in Annexure-9 (Declaration of Machineries & Equipment) & Annexure-10 (Lease Agreement of Machineries and Equipment)

6.2 Offline submission of Supporting Documents to Technical Bid (In addition to Online Submission)

In addition to online submission of Technical Bid as per Clause 6.1, Bidder shall submit the following documents in original to the following address on the date as mentioned in schedule sheet failing which the Technical Bid shall be rejected.

Concerned District Authority. District.

1. Original Demand Draft towards Bid Document Fee
2. Original Demand Draft towards Bid Security
3. Annexure1: Power of Attorney duly notarized on non-judicial stamp paper
4. Annexure2: Bid Letter
5. Annexure3: Affidavit duly notarized on non-judicial stamp paper
6. Annexure4: Eligibility criteria Certificate
7. Copy of Self-attested No Due Certificate regarding royalty, Cess, rent and other government dues & documentary evidence of experience of manufacturing of 20 Lakhs of bricks in a year during last 4 (four) years from concerned SDLLRO/DLLRO for Brickfield owners only
8. Annexure-7 (Geo Location of the site)
9. Annexure-8 (Declaration against common Interest)
10. Annexure-9 (Declaration of Machineries and Equipment)
11. Annexure-10 (Lease Agreement of Machineries and Equipment).

6.3 Verification of Information by the Bidder

1. It shall be deemed that by submitting a bid, the Bidder has:
 - (a) made complete and careful examination of the tender document and unconditionally and irrevocably accepted the terms thereof.
 - (b) reviewed all relevant information provided by the DISTRICT AUTHORITY,DISTRICT, as may be relevant to the bid.
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the tender document furnished by or on behalf of DISTRICT AUTHORITY,DISTRICT.
 - (d) satisfied itself about all matters for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations.
 - (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

2. DISTRICT AUTHORITY,DISTRICT shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or anything arising out of or concerning or relating to the tender document or the tender process including any error or mistake therein or in any information or data given by DISTRICT AUTHORITY,DISTRICT.

6.4 Verification & Disqualification by DISTRICT AUTHORITY,DISTRICT

1. DISTRICT AUTHORITY,DISTRICT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document and the Bidder shall, when so required by DISTRICT AUTHORITY,DISTRICT, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by DISTRICT AUTHORITY,DISTRICT shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DISTRICT AUTHORITY,DISTRICT thereunder.

2. DISTRICT AUTHORITY,DISTRICT reserves the right to reject any bid, and appropriate the entire Bid Security if:
 - a) at any time, a misrepresentation is made or uncovered,
 - b) the Bidder does not provide, within the time specified by DISTRICT AUTHORITY,DISTRICT, the supplemental information sought by DISTRICT AUTHORITY,DISTRICT for evaluation of the bid, or
 - c) any act or omission of the Bidder results in violation of or non-compliance with the

Act, the rules thereunder, this tender document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

3. Any rejection of a bid as above may lead to the disqualification of the Bidder for bidding for any tender or allotment conducted by DISTRICT AUTHORITY,DISTRICT for a period of 3 (three) years starting from the date of appropriation of the Bid Security or any other earlier date specified by DISTRICT AUTHORITY,DISTRICT.
4. In the aforementioned events, DISTRICT AUTHORITY,DISTRICT shall be entitled to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to DISTRICT AUTHORITY,DISTRICT under the tender document, or otherwise, without any liability whatsoever.

6.5 Bid Due Date and Extension

- 6.5.1 Technical Bids should be uploaded online, and the physical copies of the documents required to be submitted in original as per the schedule mentioned in Schedule sheet. Technical Bids received by DISTRICT AUTHORITY,DISTRICT, GOVT. OF WB. After the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
 - 6.5.2 The Auction Inviting Authority of DISTRICT AUTHORITY,DISTRICT, GOVT. OF WB. in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.
- 6.6 Modifications/substitution/withdrawal of bids**
- 6.6.1 The Bidder may modify, substitute or withdraw its Technical Bid after submission, prior to the Bid Due Date. No Techno-Commercial Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date, unless the same has been expressly sought by the DISTRICT AUTHORITY,DISTRICT

6.7 Bid Security

- 6.7.1 The Bidder shall pay the Bid Security amount as mentioned in data sheet through Demand Draft drawn in favour of DISTRICT AUTHORITY,DISTRICT payable at⁷.
- 6.7.2 Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by DISTRICT AUTHORITY,DISTRICT, without any interest, within 7 (seven) days from date of signing of agreement, and the Bid Security of the H1 bidder will be returned after successful completion of the work.

6.7.3 DISTRICT AUTHORITY,DISTRICT shall be entitled to forfeit and appropriate the Bid Security as damages, amongst others in any of the events specified in this tender document. The Bidder, by submitting its bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that DISTRICT AUTHORITY,DISTRICT will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period of bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

6.7.4 The Bid Security may be forfeited as damages without prejudice to any other right or remedy that may be available to the District Authority under the Tender Document and/or otherwise, under, inter alia, the following conditions:

- (a) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Section 12.2 of this Tender Document or submission of fraudulent/forged documents with their bids.
- (b) In the case of Preferred Bidder, if it fails within the specified time limit to furnish the Performance Security and sign the Agreement

6.8 Validity of Bids

6.8.1 The Techno-Commercial and Financial bid shall be valid for a period of 120 (one hundred and twenty) days from the Bid Due Date, i.e. from the bid submission date upto issuance of work order date.

6.9 Rejection of Bids

6.9.1 Notwithstanding anything contained in this Tender Document, DISTRICT AUTHORITY,DISTRICT reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for a chance acceptance, rejection or annulment, and without assigning any reasons thereof.

6.9.2 DISTRICT AUTHORITY,DISTRICT reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any bid without assigning any reasons.

6.9.3 Without prejudice to the generality of the foregoing, DISTRICT AUTHORITY,DISTRICT reserves the right to reject any bid on any criteria specified in this tender document, including without limitation, the following:
(a) bids have not been submitted with all the information and details listed in this tender document

- (b) bidder does not provide, within the time specified by DISTRICT AUTHORITY, DISTRICT, the supplemental information sought by DISTRICT AUTHORITY, DISTRICT for evaluation of the bid
- (c) submitted bid is conditional or qualified
- (d) bid has been submitted without Bid Security/ tender document fee or beyond period of validity
- (e) bid has been submitted without Affidavit, Power of Attorney, Bid Letter and Eligibility Criteria (**Annexure-4**)
- (f) bid has been submitted where techno-commercial bid contains any information regarding the financial bid
- (g) bid has otherwise not been submitted in accordance with the tender document
- (h) Bids will be rejected in case of non-compliance of the provisions contained in sub clause no. 5.3, 6.1 & 6.2

6.10 Financial Bid through e-auction

- 6.10.1 The Bidder shall submit the Financial Bid greater than starting Bid Price as mentioned in the Data Sheet through e- auction portal. **The Financial Bid will be quoted in incremental of Rupee. 0.5/-.**
1. The e-auction will be closed within the time frame as mentioned in this bid document. However, if there is any bid within elapse time of ten minutes of closing time, the bid shall automatically be extended by the system by another ten minutes and continued to be extended in the same manner by another ten minutes until there is no bid within the last ten minutes.
 2. It shall be the responsibility of the bidders to inspect and satisfy themselves about the parameters of the block mentioned in the bid document placed in the e-auction process.
 3. The Bidder that submits the highest Bid Value in terms of money (HI) during the electronic auction process shall be declared as the "HI Bidder".
 4. The bid once submitted cannot be cancelled /withdrawn and the preferred bidder shall be bound to pay the final bid amount based upon challan generated during execution of work.
 5. The Bid Value shall remain valid for 180 days from the Bid Due Date from the bid submission date upto issuance of work order date.

- 6.10.2 The quoted Financial Bid amount shall mandatorily be paid to the DISTRICT AUTHORITY,DISTRICT at regular interval on the basis of approval of requisition of challan through centralized portal.
- 6.10.3 If Technically Qualified Bidder(s) abstain from dynamic e-auction, the Bidder(s) will be debarred from participating in e-Auction for next 1(one) year. If due to such non-participation in e-Auction, minimum participation criteria (at least three qualified bidders) of dynamic e-Auction is jeopardized and the auction becomes cancelled, Bid Security of the defaulter Bidder(s) will be forfeited and the Bidder(s) will be debarred from participating in e-Auction for next 3(three) years.

7 Bid Opening & Evaluation

7.1 Opening of Techno-Commercial Bid

- 7.1.1 DISTRICT AUTHORITY,DISTRICT shall open all the Techno-Commercial Bids and cross check the same with the documents uploaded in the e-auction portal of Govt. of India as per the schedule given in the Schedule of Bidding Process. In case the date is either declared a holiday for DISTRICT AUTHORITY,DISTRICT or the date is considered for statewide complete lockdown as declared by Government of West Bengal, the bids shall be opened at the appointed time on the next working day.
- 7.1.2 In case the original mandatory documents related to the Technical Bid are not received physically by DISTRICT AUTHORITY,DISTRICT, GOVT. OF WB within the date and time as indicated in schedule sheet, the same shall be rejected as being non-responsive and shall be returned unopened. The Financial Proposal of such non-responsive Technical Bids shall not be opened.

7.2 Evaluation of Techno-Commercial Bid

- 7.2.1 DISTRICT AUTHORITY,DISTRICT shall constitute a Bid Evaluation Committee to evaluate the Techno-Commercial Bids received by it. DISTRICT AUTHORITY,DISTRICT may also involve its advisors and consultants to assist it in the evaluation process.
- 7.2.2 The Techno-Commercial Bids shall be first evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive. For purposes of this determination, a substantially responsive Techno-

Commercial Proposal is one that conforms to all the terms, conditions and specifications of the bidding documents without materials deviations, objections, conditionality or reservations.

- 7.2.3** A Techno-Commercial Bid which is not substantially responsive, may be rejected by DISTRICT AUTHORITY, DISTRICT
- 7.2.4** The Techno-Commercial Bid shall then be evaluated in detail to determine whether they are fulfilling the Eligibility Criteria as per this RFP.
- 7.2.5** During the evaluation of the Techno-Commercial Bid, the Bid Evaluation Committee/ DISTRICT AUTHORITY, DISTRICT may, at its discretion, ask the bidder for clarification on their Techno- Commercial Bid, including on the documentary evidence submitted by them for the purpose of meeting the Eligibility Criteria. The request for clarification shall be sent to the Bidder in writing (by email) and the request shall also specify the timeline within which the bidder has to submit clarification(s), failing which such clarification(s) may not be considered by DISTRICT AUTHORITY, DISTRICT and the Techno-Commercial Bid of the Bidder may be evaluated by DISTRICT AUTHORITY, DISTRICT without any further reference to the bidder.
- 7.2.6** However, no change in the substance of the Techno-Commercial Bid or any modifications in the Bid which may have any future financial impact whatsoever during the Contract Period or substitution of reference mines/ leases or inclusion or exclusion of any experience or credentials of any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM for meeting the Eligibility Criteria shall be allowed. In case such changes are sought to be made by the bidder, the bid shall be rejected forthwith by the DISTRICT AUTHORITY, DISTRICT without any further reference to the bidder. It should be noted that any unsolicited letter from the bidder will not be considered in any case.
- 7.2.7** The Techno-Commercial Proposals which meet the Eligibility Criteria shall be recommended by the Bid Evaluation Committee as being technically qualified and such Technically Qualified Bidders shall be considered for participating in e-auction.

7.3 E-auction and declaration of preferred bidder

- 7.3.1** The e-auction will be conducted on the date and time mentioned in schedule sheet.
- 7.3.2** The Bidder quoting the highest Bid Price in terms of Rs./Cum shall be declared as H1

Bidder. The Bid Evaluation Sheet containing quoted bids of the bidders in e-auction will be downloaded and quote of the H1 bidder will be accepted by the appropriate authority of the Concern District.

7.3.3 LOI/LOA will be issued.

to the H1 Bidder, subject to approval of DISTRICT AUTHORITY, DISTRICT. The bidder who receives the LOI/LOA is termed as preferred bidder.

7.3.4 The Preferred Bidder will also submit the Performance Security in terms of Bank Guarantee within 15 (fifteen) days of issuance of LOI.

7.3.5 In case the Preferred Bidder fails to submit the Performance Security in terms of Bank Guarantee for signing the De-silting/Dredging/removal of river bed materials Agreement within the specified time, DISTRICT AUTHORITY, DISTRICT shall, at its sole discretion, cancel the LOI and forfeit the Bid Security.

8 Utilization of dredged/de-silted river bed materials

8.1 The Contractor (H1 Bidder) shall utilize the dredged/de-silted quantity of River bed materials naturally found in the river bed except the quantity (..... cum as mentioned in Data Sheet, Sl No-8, Page-4), which will have to be utilized in strengthening of the bank/embankment of the river/channel as per direction and satisfaction of DISTRICT AUTHORITY, DISTRICT after complying with the relevant statutory rules & regulations. Royalty, cess, DMF & bid amount will be applicable for the entire quantity of desilted/dredged material.

8.2 Before starting of the work and after completion of the work, necessary measurement will be taken by the Technical personnel of the concerned District as nominated by the appropriate authority. Concerned Executive Engineer, I&W Dte. of the concerned district with his team will render all technical assistance in this regard.

9 Scope of Work

9.1 De-silting/Dredging/removal of river bed materials Schedule

9.1.1 Upon issuance of AOC, the contractor shall prepare a work plan schedule taking into consideration of all applicable rules / regulations / notifications/ directions issued by Central Govt./State Govt. from time to time. This schedule is subject to approval of competent authority

9.1.2 The entire work must be taken up under the direct technical supervision of district technical team of officials to be nominated by the appropriate authority of the concerned district. The contractor has to fully obey any other stipulations to be imposed by the appropriate authority of the concerned district from time to time.

9.1.3 The preferred bidder shall have to submit Performance Security of requisite

amount as per Annexure-5 within 15 (fifteen) days from the Date of Issuance of LOI. The contractor will enter into an Agreement with the Bid Accepting Authority within 7 (seven) days from the date of submitting the Performance Security. The Contractor shall also have to commence the work within 15 (fifteen) days from the date of agreement.

- 9.1.4** The contractor shall achieve the Dredging/ De-silting quantity as fixed in the work plan schedule.
- 9.1.5** The quantity achieved will be measured in volumetric basis as per the e-challan generated from the central online portal and cross checked by prework and post work level at regular interval and with periodic visits made by the I&WD officials to the site.
- 9.1.6** Irrigation Department/ DISTRICT AUTHORITY,DISTRICT may carry out surprise visits/ check surveys at its own discretion and any discrepancy found during reconciliation shall have to be resolved by the Contractor.
- 9.1.7** DISTRICT AUTHORITY,DISTRICT may direct the Contractor to undertake weightment of vehicles carrying river bed materials at nearby designated weighbridge on a sample basis from time to time, at its own discretion and any discrepancy found shall have to be resolved by the Contractor in a manner satisfactory to DISTRICT AUTHORITY, DISTRICT.

9.2 Other Obligations of the Contractor

- 9.2.1** The Contractor ensures that the machinery shall be operated by experienced operators with valid driving/ operating license wherever necessary
- 9.2.2** The Contractor shall have to make arrangement of transportation of dredged/de-silted riverbed materials where ever necessary at his/her own cost in terms of making/making/mending roads, shifting of temporary obstacles etc. and obtain all necessary & statutory clearances/ certifications from concerned authorities as and when required. The contractor shall have to arrange parcel of land if required for the purpose of temporary stacking of de-silted materials at his own cost. No claim whatsoever will be entertained by DISTRICT AUTHORITY,DISTRICT. The contractor shall have to remove all the dredged/de-silted riverbed materials, if stored/stacked temporarily on riverbed, berm of the river, on the bank/embankment in the vicinity of the river, before advent of monsoon in order to ensure safe passage of flood water in rivers/channels.
- 9.2.3** Water sprinkling shall be done by the Contractor for dust suppression on the working

site, roads, reach, dumps etc. and shall be to the satisfaction of DISTRICT AUTHORITY,DISTRICT. The Contractor shall deploy and continuously operate sufficient number of water sprinklers of capacity for suppression of dust. The Contractor is sole responsible for dust suppression, other environmental protection requirement and amenities

- 9.2.4** Mobilization of men and machinery/ vehicles to the site will be the sole responsibility of the Contractor
- 9.2.5** The Contractor shall be solely responsible for any accident to/by the equipment/ vehicles deployed or any accident to any personnel or the staff or workers deployed or any others during the operation of the contract. All claims or compensation towards such accidents shall be settled by the Contractor and DISTRICT AUTHORITY,DISTRICT shall not be responsible for any such compensation/claims.
- 9.2.6** The Contractor shall indemnify, defend, save and hold harmless DISTRICT AUTHORITY,DISTRICT and its officers, servants, agents, Government instrumentalities and DISTRICT AUTHORITY,DISTRICT owned and/or controlled entities/enterprises, (the "DISTRICT AUTHORITY,DISTRICT Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach or default by the Contractor of any of its obligations under the Agreement or any related agreement or on account of any defect or deficiency in the provision of services to DISTRICT AUTHORITY,DISTRICT or from any negligence of the Contractor under any contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the Agreement on the part of DISTRICT AUTHORITY,DISTRICT Indemnified Persons.
- 9.2.7** The Contractor shall adequately handle any local issues if arises, impacting the operations and maintenance of the project
- 9.2.8** The Contractor is directly responsible and liable for payment of minimum wages and other obligations such as medical claims, PF and compensations under Workman Compensation Act and Rules made there under, P.F Act / Rules, Minimum Wages Act & Payment of Bonus Act, Industrial Dispute Act 1947, Contract Labour (Regulation & Abolition) Act 1970, and any other labour, legislation, for the persons engaged by him.
- 9.2.9** The Contractor shall obtain required license under contract labour [Regulation and Abolition] Act 1970 and Rules made there under. The Contractor shall maintain all the

records as required by PF Statutory authorities and submit necessary returns as per the provisions of the Act.

9.2.10 No personnel below 18 years shall be deployed at the site.

9.2.11 All the required Medical facilities shall be provided to the personnel deployed by Contractor for operation and maintenance of equipment /vehicle.

9.2.12 The Contractor shall ensure adherence to all norms of Environment Pollution as per extant laws and shall ensure no adverse effect on lives and livelihoods of the habitats near the location of the riverbed is made by their operations

9.2.13 The contractor must abstain from rash driving of transportation vehicles at the populated area. Sufficient number of personnel will have to be deployed by him for controlling/diverting movement of such vehicles wherever necessary.

10 Performance Security

10.1 Submission of Performance Security

10.1.1 The Preferred Bidder prior to the signing of the agreement shall submit a Performance Security in the form of Bank Guarantee as mentioned in the data sheet within 15 days of receipt of LOI.

10.1.2 This Bank Guarantee shall be payable at..... by a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks in favour of DISTRICT AUTHORITY,..... DISTRICT.

10.1.3 The Performance Security should be valid for the entire contract period plus an additional 180 days Claim Period from the date of expiry of Agreement

10.1.4 The Performance Security shall be returned to the Successful Bidder after successful completion of the contract.

10.2 Appropriation of Performance Security

10.2.1 In case of termination of agreement under Clause-11, concerned District Authority, District with the approval of LOA/LOI issuing authority may forfeit and invoke the Performance Security in full/part.

10.2.2 In case the contractor is found in violation of any terms of the agreement, concerned District Authority, District, GOVT. OR WB at its sole discretion after providing a reasonable opportunity of hearing may appropriate a portion of the

performance security subject to maximum 25% of the total amount for such violation on case to case basis. After hearing the contractor, a reasoned order will be issued by the Bid Accepting Authority.

- 10.2.3** In the event of part or total appropriation of the Performance Security during pendency of contract period, the contractor shall be required to top up the bank guarantee constituting the Performance Security within 15 (fifteen) working days of receipt of notice of such appropriation.

11 Termination

11.1 Termination for Contractor Default

11.1.1 The Subject to Applicable Laws and save as otherwise provided in the Contract, 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 the Contract (the "Contractor Default"), unless the default has occurred solely as a result of any breach of the Contract by DISTRICT AUTHORITY, DISTRICT or act of Force Majeure. The default referred to herein shall include:

- (a) the Performance Security has been forfeited fully/partially during pendency of the contract period and the Contractor fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) the Contractor fails to achieve the target quantity as agreed on work plan schedule, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) DISTRICT AUTHORITY, DISTRICT by way of notice in writing has asked the Contractor to undertake such reduction.
- (c) the Contractor abandons or manifests intention to abandon the project without prior written consent of DISTRICT AUTHORITY, DISTRICT;
- (d) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or materials part of its assets that has a material bearing on the Project;
- (e) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of DISTRICT AUTHORITY, DISTRICT, a material adverse effect;

- (f) a resolution for winding up of the Contractor is passed;
- (g) any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under the Contract; and provided that:
 - i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the Contract;
 - ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the Contract and has a credit worthiness at least as good as that of the Contractor as at the Date of issuance of LOI;
- (h) Prolonged default of any obligation under the Agreement.
- (i) By convenience of DISTRICT AUTHORITY, DISTRICT in Public Interest.
- (j) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Contractor is at any time hereafter found to be in breach thereof;
- (k) the Contractor submits to DISTRICT AUTHORITY, DISTRICT any statement, notice or other document, in written or electronic form, which has a material effect on DISTRICT AUTHORITY, DISTRICT's rights, obligations or interests and which is false in material particulars;
- (l) the Contractor issues a termination notice in violation of the provisions of the Contract
- (m) the Contractor commits a default in complying with any other provision of the Contract if such default causes or may cause a material adverse effect; or
- (n) any other event or occurrence identified as a Contractor Default under the Contract has occurred.

11.1.2 Without prejudice to any other rights or remedies which DISTRICT AUTHORITY,

.....DISTRICT may have under the Contract, upon occurrence of a Contractor Default, DISTRICT AUTHORITY,DISTRICT shall be entitled to terminate the Contract by issuing a termination notice to the Contractor; provided that before issuing the Termination Notice, DISTRICT AUTHORITY,DISTRICT shall by a notice inform the Contractor of its intention to issue such termination notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice.

11.1.3 Upon termination for any reason whatsoever, DISTRICT AUTHORITY,DISTRICT shall restrain the Contractor and any person claiming through or under the Contractor from entering upon the site.

11.1.4 The Contractor shall take away all his movable machineries & equipment (owned or hired) from the site and shall vacate the site within 7 working days from the receipt of termination order.

12.1 Fraud & Corrupt Practices

12.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the award of the contract. Notwithstanding anything to the contrary contained herein, DISTRICT AUTHORITY,DISTRICT may reject a bid or terminate the Agreement as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder or the Successful Bidder, as the case may be, if DISTRICT AUTHORITY,DISTRICT determines that the Bidder, Technically Qualified Bidder, Preferred Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event DISTRICT AUTHORITY,DISTRICT shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security as the case may be, as damages, without prejudice to any other right or remedy that may be available to the DISTRICT AUTHORITY,DISTRICT under the Tender Document and/or otherwise.

12.1.2 Without prejudice to other rights of DISTRICT AUTHORITY,DISTRICT, if a bidder is found by DISTRICT AUTHORITY,DISTRICT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a bidder shall not be eligible to participate in any tender or RFP issued by DISTRICT AUTHORITY,DISTRICT during a period of 3 (three) years from the date such bidder is

found by DISTRICT AUTHORITY,DISTRICT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. DISTRICT AUTHORITY,DISTRICT shall also take remedial measures against such bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging

12.1.3 The following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DISTRICT AUTHORITY,DISTRICT who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of DISTRICT AUTHORITY,DISTRICT, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this tender document, engaging in any manner whatsoever, whether during the tender process or after execution of the Dredging/ De-silting/Removal of river bed materials contract, as the case may be;
- (b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process.
- (c) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the tender process;
- (d) "Undesirable Practices" means (i) establishing contact with any person connected with or employed or engaged by DISTRICT AUTHORITY,DISTRICT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- (e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.
- (f) "collusive bidding" or "bid rigging" means any agreement, between enterprises

or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding

12.2 Conflict of Interest

12.2.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of bid inviting authority's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; ***OR***
- b) They receive or have received any directorial or indirect subsidy/financial stake from any of them; ***OR***
- c) They have the same legal representative/agent for purposes of this bid; ***OR***
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; ***OR***
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved; ***OR***
- f) A bidder or any of its partner / legal representative / agent has been involved in preparation of bid document and the contract.

12.3 Deviations

DISTRICT AUTHORITY,DISTRICT reserves the right to waive non-substantial deviations without being bound to do so. The list of non-substantial deviations are as follows:

- (a) Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
- (b) Ambiguities and inconsistency in language of the bid;
- (c) Simple commissions and mistakes;
- (d) Deviations which do not affect in any way the scope and quality of performance of the agreement

13. Force Majeure

As used in this RFP, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in subsequent clauses, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this RFP and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Standard Industry Practice, and (c) has material Adverse Effect on the Affected Party

13.1 A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site)
- (b) strikes or boycotts or stoppage of worker's bandh' (other than those involving the Dredging/ De-silting/Removal of river bed materials Contractor or their respective employees / representatives, or attributable to any act or omission of any of them) or declaration of "lockdown" or similar directives effected through Government instrumentalities interrupting supplies and services to the Site for a continuous period of 24 (twenty four) hours and a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event,
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceeding for reasons other than (i) on account of breach of any Applicable Law or Applicable Permit or any contract, or (ii) enforcement of this Agreement, or (iii) exercise of any of its rights under this Agreement by DISTRICT AUTHORITY,DISTRICT;
- (d) the discovery of geological conditions, toxic contamination or archeological remains on the Site that could not reasonably have been expected to be discovered through inspection of the Site; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

13.2 An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act

offoreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding a period of 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents the Contractor from the work for a period exceeding 7 (seven) days in an Accounting Year;
- (d) failure of DISTRICT AUTHORITY,DISTRICT to permit the Contractor to continue the work with modifications if any in the event of stoppage of such works after discovery of any geological or archaeological finds;
- (e) any Indirect Political Event that causes a Non-Political Event; or
- (f) any event or circumstances of a nature analogous to any of the foregoing.

13.3 A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) unlawful or unauthorized or without jurisdiction, revocation of, or refusal to renew or grant without valid cause (if applicable), any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; or

(b) any event or circumstance of a nature analogous to any of the foregoing

13.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.

13.5 In case the Force Majeure event continues for more than 30 (thirty) days, the Parties will mutually discuss and decide the future course of action.

13.6 No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent

such failure has been caused or contributed to by one or more events of Force Majeure.

- 13.7 Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

**Annexure 1: Format for Power of Attorney
(not to be submitted by Proprietorship Firm)**

(To be executed on Non-judicial stamp paper of Rs. 100/- and duly Notarized)

Know all men by these presents, we... (name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the "Selection of Contractor for Dredging/Desilting/Removal of river bed materials from within site location of **River/ Channel**" being developed by Contractor including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other meetings and providing information/responses to DISTRICT AUTHORITY, DISTRICT, representing us in all matters before DISTRICT AUTHORITY, DISTRICT, participation in the bidding process, representing us in all matters before DISTRICT AUTHORITY, DISTRICT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with DISTRICT AUTHORITY, DISTRICT in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof and/or till he enters into agreement with DISTRICT AUTHORITY, DISTRICT.

AND we hereby agree to ratify and confirm that all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

AND that a resolution to this effect was passed during the meeting of the Board of Directors of the company held on [•] at [•].

OR

AND that a resolution to this effect was passed by the partners during the meeting held on [•] at [•].

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS DAY OF 2024.

For

.....

(Signature, name, designation and address) Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Annexure 2: Format for Bid Letter

(To be submitted on the letter head of the Bidder)

Letter

No. [•]

Dated:

[•] From

Bidder's name and address:

Details of Authorized Signatory Name:

Designation :

Mobile No. :

Email :

To

The Auction Inviting Authority,

(..... DISTRICT), P/o. xxxxxx

Dear Sir,

Subject: Submission of Techno-Commercial Proposal for Selection of Contractor for
Dredging/Desilting/Removal of river bed materials from within site location of
..... **River/Channel**

RFP No.

1. We have examined the tender document mentioned in above subject and reference and understood its contents, hereby submit our Bid for. Our Bid is unconditional and unqualified.
2. I/We acknowledge that DISTRICT AUTHORITY, DISTRICT will be relying on the information provided in the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno- Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno- Commercial Proposal are true copies of their respective originals.
3. This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Bidder under this RFP.
4. We acknowledge the right of DISTRICT AUTHORITY, DISTRICT to reject

our Techno-Commercial Proposal/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. We understand that DISTRICT AUTHORITY,DISTRICT may cancel the Bidding Process at any time and that you are neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
6. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
7. We declare that I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM are not another Bidder/ or any other bidder submitting a Techno-Commercial Proposal/ Bid under this RFP.
8. We certify that in regard to matters other than security and integrity of the country, we/ our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM have not been convicted by a Court of Law or indicted or under orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. We further certify that no investigation by a regulatory authority is pending either against me/us or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM or against our CEO or any of our directors/ managers/ employees.
11. We undertake that in case due to any change in factors or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender document, we shall intimate DISTRICT AUTHORITY, DISTRICT of the same immediately.
12. The Techno-Commercial Proposal and Bids submitted by us shall be valid for minimum

period of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof as requested by DISTRICT AUTHORITY,DISTRICT.

13. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the tender document.

Thanking you,

Yours faithfully,

(Signature of Authorized signatory/Proprietor/Individual) Name:

Designation

Common

Seal:

Date:

Place:

Annexure 3: Format for Affidavit
(To be executed on Nonjudicial stamp paper of Rs.100/- and duly Notarized)

Letter No.

•] Dated:

•]

To

The Auction Inviting Authority,
(----- DISTRICT), Pin. xxxxxx

Subject: Selection of Contractor for Dredging/Desilting/Removal of river bed materials from
within site location of ----- River / Channel

RFP No.

Sir,

We hereby solemnly declare that in respect of any tender/contract issued by government
or any government instrumentality:

- (a) none of our contracts have been terminated or foreclosed due to their default during the last ten (10) years from the RFP publication date;
- (b) as on the RFP publication date the bidder is not blacklisted, barred, de-listed or suspended or under purchase holiday in connection with any tender/contract for Dredging/Desilting/Removal of river bed materials and related businesses;
- (c) we have not breached any terms of tenders or contracts, which could result in the rejection of our bids or cancellation of our contracts, as applicable;
- (d) we have examined and have no reservations to the RFP document, including any Corrigendum(s)/Amendment(s) issued by DISTRICT AUTHORITY, ----- DISTRICT;
- (e) we do not have any conflict of interest in accordance with various clauses of this the RFP document.
- (f) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in various clause of the RFP document; we also undertake to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt

- practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
- (g) we have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues to any government or government instrumentality;
- (h) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against us or receiver has been appointed for our assets;
- (i) none of the directors of our company/LLP/PARTNERSHIP FIRM have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.
- (j) I/we hereby solemnly declare that none of our directors jointly or severally and/or individually or our company/LLP/PARTNERSHIP FIRM is not presently black listed by the Central Government or any State Government Department / Public Sector Undertakings / agency / organization in India in relation to Desilting/Dredging/removal of river bed materials and related businesses.
- (k) We do not have any order/declaration of insolvency, judgment or order of punishment/sentence by any court of law or any judicial/quasi-judicial body restraining us from participating in this Tendering Process during last 5 (Five) Years period from the bid due date.
- (l) I/we hereby further declare that, if the declaration is found untrue at anytime, DISTRICT AUTHORITY,DISTRICT shall be entitled to take any action against us severally and/or individually or company/LLP/PARTNERSHIP FIRM in this regard in any manner that may be deemed fit by DISTRICT AUTHORITY,DISTRICT.

We further declare that:

- (a) All information furnished by us either in any self-certified supporting document or any other document in respect of fulfilment of eligibility criteria of this tender is complete, correct and true
- (b) All documents/ credentials submitted with this tender are genuine, authentic, true and valid
- (c) If it is found at any point of time that our documents are not genuine or false

or forged then in that case our tender will be rejected, Bid Security by us will be forfeited and we will be debarred from participating in further/ future DISTRICT AUTHORITY,DISTRICT tenders and/ or any action as deemed fit by DISTRICT AUTHORITY,DISTRICT may be taken against us, including termination of the contract, forfeiture of all dues including forfeiture of Bid Security and banning/ delisting of our entity and all related persons etc. for 3 (three) years

- (d) Decision whether the documents submitted are genuine and authentic, will be taken by DISTRICT AUTHORITY,DISTRICT based on verification and will be final and binding on the bidder
- (e) The bidder will allow DISTRICT AUTHORITY,DISTRICT to verify all such internal documents of the bidder on demand by DISTRICT AUTHORITY,DISTRICT

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

Annexure-4: Eligibility Criteria Certificate

(To be submitted as part of the Technical Bid)

(To be submitted by the Bidder on the letter head of the Chartered Accountant with UDIN)

Date:

I hereby certify the following information in respect of the Bidder

1. General Information as per clause 3.4.2

Name of the Bidder	
Full Address of the Office of the Bidder	
E-mail address of the Bidder	
Contact No. of the Bidder	
CIN (for Company or LLP) / Registration No. (for Partnership firm) / Trade License No. (for Proprietorship firm/Individual) of the Bidder, (if applicable)	
PAN of the Bidder	
GST Registration No. of the Bidder	
Consent To Operate (CTO) No.	
Consent To Operate (CTO) Valid upto	

2. Eligibility Information

Financial Year	2020-21	2021-22	2022-23	2023-24	2024-25	Total
Annual Turnover of the Bidder in INR as per clause 3.3.2						

Above statements are true to best of my knowledge.

Signature & Name of the Chartered Accountant with Official Seal UDIN

Accepted

Signature of Authorized Signatory (as per Power of Attorney) or 3 printer with Official Seal

Annexure 5: Format for Performance Security

To
The Auction Inviting Authority,
(..... DISTRICT), Pin. xxxxxx

WHEREAS:

1. Name of the company/LLP/PARTNERSHIP FIRM/PROPRIETORSHIP FIRM/INDIVIDUAL/ CONSORTIUM] represented by*** and having its principal offices at***** have entered into an agreement dated..... with DISTRICT AUTHORITY,DISTRICT for "Selection of Contractor for Dredging /Desilting /Removal of river bed materials from within site location of..... River / Channel . RFP No"
2. The Agreement requires the Contractor to furnish a Performance Security to DISTRICT AUTHORITY,DISTRICT of a sum of Rs. as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period and up to 180 (one hundred and eighty) days after the Contract Period (the "Guarantee Period") i.e. upto (date)
3. We..... through our branch at (the "Bank") have agreed to furnish this bank guarantee ("Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- i) The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to DISTRICT AUTHORITY,DISTRICT upon occurrence of any failure or default in due and faithful performance of all or any of the Contractor's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such as non or sum upto river bed materials sum of the Guarantee Amount as DISTRICT AUTHORITY,DISTRICT shall claim, without DISTRICT AUTHORITY,DISTRICT being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- ii) A letter from DISTRICT AUTHORITY,DISTRICT, under the hand of an officer not below the rank of a General Manager or equivalent, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that DISTRICT AUTHORITY,DISTRICT shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between DISTRICT AUTHORITY,DISTRICT and the

Contractor, or any dispute between them pending before any court, tribunal, arbitrator or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- ii) In order to give effect to this Guarantee, DISTRICT AUTHORITY,DISTRICT shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- iv) It shall not be necessary, and the Bank hereby waives any necessity, for DISTRICT AUTHORITY,DISTRICT to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- v) DISTRICT AUTHORITY,DISTRICT shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by DISTRICT AUTHORITY,DISTRICT against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to DISTRICT AUTHORITY,DISTRICT, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by DISTRICT AUTHORITY,DISTRICT of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of DISTRICT AUTHORITY,DISTRICT or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- vi) This Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by DISTRICT AUTHORITY,DISTRICT in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the Contractor under the Agreement.
- vii) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing

is made by DISTRICT AUTHORITY,DISTRICT on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of DISTRICT AUTHORITY,DISTRICT under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

- vii) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of DISTRICT AUTHORITY,DISTRICT in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- ix) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of DISTRICT AUTHORITY,DISTRICT that the envelope was so posted shall be conclusive.
- x) This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry on (date) or until it is released earlier by DISTRICT AUTHORITY, DISTRICT pursuant to the provisions of the Agreement.
- xi) Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

NOTES:

- The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

Annexure 6: Draft Dredging/Desilting/Removal of river bed materials Agreement

This Agreement, made the [•] [insert day] day of [•] [insert month] month, [•] [insert year] year between DISTRICT AUTHORITY,DISTRICT (hereinafter called "the Employer") and [•] [insert name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Now this Agreement witnesses as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Request of Proposal for "Selection of Contractor for Dredging/Desilting/Removal of river bed materials from within site location of,**River/Channel** as per RFP No "hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of [Witness entity]
was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the said

in the presence of: Binding Signature of Employer [signature of an authorized representative of the Employer] Binding Signature of Contractor [signature of an authorized representative of the Contractor]

(Note: Agreement as approved by Govt. of West Bengal will be followed)

Annexure 7: Geolocation of the site

Sl No.	Name of Drainage Channel	Latitude & Longitude at Starting Chainage	Latitude & Longitude at End Chainage	Quantity of proposed desilting
1 River			YY.00 Cum

Sl No.	Name of Work	Location	Mouza	G.P.	Block	P.S.	District
1	Desilting of..... River / channel from to DISTRICT

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

Annexure-8 : Declaration against Common Interest

(To be submitted on the letter head of the Bidder, which shall be treated as the self-declaration of the bidder)

The Auction Inviting Authority,
(..... DISTRICT), Pin-XXXXXX

Subject : "Dredging/De-siltation ofunder "No Cost to State Exchequer" model within Block....., District"

Ref. RFP No.-WBIW/XXX/RFP-XX(e)/2025-26 Auction ID :

Sir,

I/We,the authorized signatory on behalf of.....(Name of Firm)..... do hereby affirm that I/We/any of the member of(Name of Firm).....bidding against RFP No. WBIW/XXX/RFP-XX(e)/2025-26 do not have any common interest either as a partner in any other partnership firm /consortium/joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company for the aforesaid work I/We want to participate.

Dated this.....day of20....

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

Annexure-9 : Declaration of Machineries & Equipment

(To be executed on Non judicial stamp paper of Rs.100/- and duly Notarized)

The Auction Inviting Authority,

(..... DISTRICT), Pin.

Subject : "Dredging/De-siltation ofunder "No Cost to State Exchequer" model within Block....., District

Ref. RFP No.-WBIW/XXX/RFP-XX(e)/2025-26 Auction ID :

Sir,

I/We, on behalf of(Name of Firm).... hereby solemnly declare that I/We do possess ownership of the following machineries & equipment to be used in the aforesaid work.

Sl. NO	Quantity	Capacity	Name of the Machine	Machine No	Chassis No	Engine No	HSN Code	No. & date of Invoice	No. & date of Challan	No. of e-Way Bills	Present location of Machine

**Machineries should not be more than 15 (fifteen) years old.*

***Valid CTE & CTO in respect of Dredging/De-siltation will have to be produced by the contractor before commencement of the work.*

We further declare that the information furnished me/us is genuine, authentic, true & valid.

Dated thisday of20....

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

Annexure-10 : Lease Agreement of Machineries and Equipment

(To be executed on Non judicial stamp paper of Rs.100/- and duly Notarized)

This Agreement is made on 20..... between

1)

with office address

being LESSOR AS FIRST PARTY.

having PAN.....

2)

with office address

being LESSEE AS SECOND PARTY

(Lessee i.e. owner of machine)

having PAN.....

The FIRST PARTY approached the SECOND PARTY for the following machine/ machines to be Leased out and it is mutually agreed by both the parties for such Lease Agreement with a condition that the FIRST PARTY shall pay Rs. (in words) per month for the machine/ machines to SECOND PARTY for completion of the project invited by the Irrigation & Waterways Department, Govt of WB being e-Auction Inviting Authority vide RFPNo.- WBW/XXX/RFP-XX(e)/2025-26 till its completion.

Machineries Information :

Sl NO	Quantity	Capacity	Name of the Machine	Machine No	Chassis No	Engine No	HSN Code	No. & date of Invoice	No. & date of Challan	No. of e-Way bills	Present location of Machine	Date of release if engaged

**Machineries should not be more than 15 (fifteen) years old.*

***Valid CTE & CTO in respect of Dredging/ De-siltation will have to be produced by the contractor before commencement of the work.*

Dated thisday of20.....

(Signature of the First Party with seal)

(Signature of the Second Party with seal)