



**Govt. of West Bengal**  
**Irrigation & Waterways Directorate**  
**Office of the Superintending Engineer**  
**North Irrigation Circle-II**

P.O.-Berhampore, Dist.- Murshidabad, West Bengal, PIN-742101,  
Email- senic2iwdwb@gmail.com

---

## **Request for Proposal (RFP)**

For

Selection of Contractor for the work "Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)".

RFP No. ➡ WBIW/SE/NIC-II/RFP-3(e)/2025-26

## Table of Contents

Sl No	Particulars	Page Number
1.	Schedule Sheet	3
2.	Data Sheet	4
3.	Disclaimer	5
4.	List of Abbreviations	7
5.	Definitions and Rules of Construction	8
6.	Background	11
7.	Instruction to Bidders (Scope of work)	12
8.	General conditions regarding submission of Bid	15
9.	Bid Opening & Evaluation	19
10.	Utilization of dredged/ de-silted riverbed materials	21
11.	Operation and maintenance	21
12.	Performance Security	23
13.	Termination	24
14.	Force Majeure	28
15.	Annexure 1: Format for Power of Attorney	30
16.	Annexure-2: Format for Bid Letter	31
17.	Annexure-3: Format for Affidavit	33
18.	Annexure-4: Eligibility Criteria Certificate	35
19.	Annexure - 5: Format for Performance Security	36
20.	Annexure 6: Draft Dredging/ De-silting/ Removal of riverbed materials Agreement	39
21.	Annexure 7: Geo Location of the site	40
22.	Annexure 8: Declaration against Common Interest	41

## Schedule Sheet

Name of Work	Selection of Contractor for the work "Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2 <sup>nd</sup> Call)".
RFP NO.	WBIW/SE/NIC-II/RFP-3(e)/2025-26
e-Auction portal	<a href="https://eauction.gov.in">https://eauction.gov.in</a>
Date of publication of e-Auction on website	24/02/2026 at 10:00 hrs
Date, Time and venue of Pre-Bid Conference	02/03/2026 from 12:00 hrs to 14:00 hrs at North Irrigation Circle-II, Irrigation Compound, Cantonment Road, P.O.+P.S.- Berhampore, Dist.- Murshidabad, PIN-742101 (Physical Mode only)
Last Date of sending Pre-Bid Queries	03/03/2026 up to 12:00 hrs by E-mail
Email address for submitting pre-bid queries	Email: senic2iwdwb@gmail.com
Technical Bid Submission Start Date	04/03/2026 from 10:00 hrs
Last Date & Time for Online Submission of Technical Bid	16/03/2026 up to 16:00 hrs
Date & Time for Offline Submission of Technical Bid Documents (Physical copy)	18/03/2026 up to 16:00 hrs at North Irrigation Circle-II, Irrigation Compound, Cantonment Road, P.O.+P.S.- Berhampore, Dist.- Murshidabad, PIN-742101
Document approval start date	19/03/2026 from 10:00 hrs
Document approval end date	25/03/2026 up to 17:00 hrs
<b>Conduct of electronic auction</b>	
<b>Note: In auction platform "Rs./Rupees/" may be read as "Cubic Feet/cft"</b>	27/03/2026 from 10: 00 hrs to 27/03/2026 16:00 hrs
Intimation to the Preferred Bidder	To be intimated later
Nodal Officer/ Contact Details	Superintending Engineer North Irrigation Circle-II, Irrigation Compound, Cantonment Road, P.O.+P.S.- Berhampore, Dist.- Murshidabad, PIN-742101 (W.B.) <a href="mailto:senic2iwdwb@gmail.com">Email: senic2iwdwb@gmail.com</a>

**Note-** Above schedule may be changed by SE, NIC-II, I&W Dte. at any time at its own discretion. Please check online NIC tender portal <https://eauction.gov.in> and departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) from time to time for further updates.

## Data Sheet

Sl. No	Parameter	Details																									
1.	Total estimated volume of River Bed Materials to be Dredged/De-silted/Removed	<b>49125.24 Cum / 17,34,838.00 Cft. (Estimated)</b>																									
2.	Floor Volume for bidder	<b>2456.26 Cum / 86,742.00 Cft.</b>																									
3.	Non-refundable Tender Document Fee (to be submitted by Demand Draft)	<b>Rs. 3000 /-(Rupees three thousand) only in favour of "Executive Engineer, Berhampore Irrigation Division" payable at Berhampore, Murshidabad, West Bengal.</b>																									
4.	Amount of Bid Security (to be submitted in form of Demand Draft)	<b>5% of Total Estimated Vol. of de-silted/dredged silt/soil/earth in Cft x Rs. 1.00/cft = Rs. Rs. 86,742.00 (Rupees Eighty six thousand seven hundred &amp; forty two) only in favour of "Executive Engineer, Berhampore Irrigation Division" payable at Berhampore, Murshidabad, West Bengal.</b>  <b>1) Rate for Earth/silt/clay taken as Rs. 35.00/Cum (Rs. 1.00/Cft) (For Estimation purpose only)</b>																									
5.	Amount of Performance Security (to be furnished in form of a Bank Guarantee from a Scheduled Commercial Bank in India) in favour of <b>Executive Engineer, Berhampore Irrigation Division</b> (before signing of the agreement). (as per Annexur-5)	<b>5% of Total Estimated Vol. of de-silted/dredged silt/soil/earth in Cft x Rs. 1.00/cft = Rs. Rs. 86,742.00 (Rupees Seventy four thousand three hundred &amp; twenty one) only in favour of "Executive Engineer, Berhampore Irrigation Division".</b>																									
6.	Additional Performance Security (to be furnished in form of a Bank Guarantee from a Scheduled Commercial Bank) in favour of <b>Executive Engineer, Berhampore Irrigation Division</b> (before signing the agreement).	Additional Performance Security will be imposed as follows <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl no</th> <th style="text-align: center;">Volume share quoted by the Bidder &amp; the Bid is accepted</th> <th style="text-align: center;">Bid Security + Performance Security</th> <th style="text-align: center;">Additional Performance Security</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Up to 20% of the estimated vol.</td> <td>5% +5% =10%</td> <td style="text-align: center;">NIL</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Above 20% of the estimated vol.</td> <td>5% +5% =10%</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Above 35% of the estimated vol.</td> <td>5% +5% =10%</td> <td style="text-align: center;">15%</td> <td style="text-align: center;">25%</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Above 50% of the estimated vol.</td> <td>5% +5% =10%</td> <td style="text-align: center;">20%</td> <td style="text-align: center;">30%</td> </tr> </tbody> </table>	Sl no	Volume share quoted by the Bidder & the Bid is accepted	Bid Security + Performance Security	Additional Performance Security	Total	1	Up to 20% of the estimated vol.	5% +5% =10%	NIL	10%	2	Above 20% of the estimated vol.	5% +5% =10%	10%	20%	3	Above 35% of the estimated vol.	5% +5% =10%	15%	25%	4	Above 50% of the estimated vol.	5% +5% =10%	20%	30%
Sl no	Volume share quoted by the Bidder & the Bid is accepted	Bid Security + Performance Security	Additional Performance Security	Total																							
1	Up to 20% of the estimated vol.	5% +5% =10%	NIL	10%																							
2	Above 20% of the estimated vol.	5% +5% =10%	10%	20%																							
3	Above 35% of the estimated vol.	5% +5% =10%	15%	25%																							
4	Above 50% of the estimated vol.	5% +5% =10%	20%	30%																							
7.	Duration of work	<b>365 Days</b>																									

# 1. Disclaimer

- 1.1. This document is not an agreement or an offer by SE, **NIC-II**, I&W Dte. 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 SE, **NIC-II**, I&W Dte. 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 SE, **NIC-II**, I&W Dte. nor their employees 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 SE, **NIC-II**, I&W Dte. or their employees, to otherwise arising in any way from the selection process for the project.
- 1.4. The issue of this document does not bind SE, **NIC-II**, I & W Dte. to shortlist Technically Qualified bidders or to select a Preferred/Successful bidder. SE, **NIC-II**, I & W Dte. 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.
- 1.5. The bidder should confirm that the document downloaded by them from the e-auction portal of Govt. of India 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 SE, **NIC-II**, I&WD immediately at the following address:  
**Superintending Engineer,  
North Irrigation Circle-II,  
Irrigation Compound, Cantonment Road,  
P.O.+P.S.- Berhampore, Dist.- Murshidabad,  
PIN-742101 (W.B.)**
- 1.6. 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.
- 1.7. 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.
- 1.8. The RFP comprises of general guidelines and conditions for bidding but not an offer by SE, **NIC-II**, I&WD 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 the Competent Authority of I & W Dte.
- 1.9. 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.

- 1.10. SE, **NIC-II**, I&W Dte. 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.
- 1.11. The bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly.
- 1.12. **SE, NIC-II**, I&W Dte. 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 binding process without assigning any reasons. Further SE, **NIC-II**, I&W Dte. 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 SE, **NIC-II**, I&W Dte.'s action. Decision of SE, **NIC-II**, I&W Dte. shall be final and binding in this regard.
- 1.13. 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 SE, **NIC-II**, I&W Dte.
- 1.14. The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. SE, **NIC-II**, I&W Dte. shall not, under any circumstances, be responsible or liable for any such costs.
- 1.15. 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.
- 1.16. 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 Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2002 and any other applicable Statutory Rules/Regulations/Notifications as notified by Central Government/ State Government from time to time.
- 1.17. 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.

## 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
NIC-II	North Irrigation Circle-II
CE(N)	Chief Engineer (North)
CE(D&R)	Chief Engineer (Design & Research)
I&W Dte.	Irrigation & Waterways Directorate
LOI/LOA	Letter of Intent/Letter of Acceptance
AOC	Award of Contract
PAN	Permanent Account Number
PF	Provident Fund
PWD	Public Works Department
RFP	Request for Proposal
TAN	Tax Deduction Account Number
CTE/CTO	Consent to Establish / Consent to Operate
LLP	Limited Liability Partnership
TIA	Tender Inviting Authority
TAA	Tender Accepting Authority

## 2. Definitions and Rules of Construction

### 2.1. Definitions

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

- 2.1.1 **“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.
- 2.1.2 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 **Executive Engineer Berhampore Irrigation Division, Irrigation & Waterways Directorate.**
- 2.1.3 **“Agreement** “or “Dredging/De-silting/ Removal of riverbed materials Agreement” means the agreement to be entered into between **Executive Engineer, Berhampore Irrigation Division, I&W Dte.** and the Successful Bidder selected through the bidding process, for the execution of the Project. The draft Agreement is attached in Annexure 6.
- 2.1.4 **“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 I&WD to bidders or to the Selected Bidder or to the Contractor.
- 2.1.5 **“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.
- 2.1.6 **“Authorized Representative”** shall mean any person having the right to represent I&WD/ Contractor/ any other organization, as applicable.
- 2.1.7 **“Bid” or “bid’ or “Proposal”** shall mean the documents submitted by a bidder pursuant to this RFP, including the Technical Proposal, along with any additional information/clarifications required/ sought by SE, **NIC-II**, I&W Dte., and the Financial Bid.
- 2.1.8 The **“Bid Evaluation Committee”** shall mean **the committee of officers comprise of CE(D&R) – Chairman, CE(N) – Member and Superintending Engineer of NIC-II – Member Secretary, I&W Dte.**
- 2.1.9 **“Bidder”** shall be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship having valid Trade License Firm or Individual having valid Trade License or an authorized Brick field with valid CTE/CTO permission.

- 2.1.10 **“Bid Document” or “Bidding Document” or “Tender Document” or “RFP document” or “RFP”** means this document issued by SE, **NIC-II**, I&W Dte. shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by SE, **NIC-II**, I&W Dte. Subsequent to the issue of the RFP document.
- 2.1.11 **“Business Day / business day”** means a day other than a Sunday or a public holiday as declared by the Government of West Bengal.
- 2.1.12 **“Commencement Date”** is the date to be communicated by the **Executive Engineer, Berhampore Irrigation Division, I&W Dte.** to the Contractor in the Award of Contract (AOC).
- 2.1.13 **“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.
- 2.1.14 **“Cubic feet / cft”** will mean as defined in the Legal Metrology Act 2009 and West Bengal Legal Metrology Enforcement Rules 2011
- 2.1.15 **“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 LoA/LoI and submitted the Performance Security.
- 2.1.16 **“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
- 2.1.17 **“Floor Volume”** shall mean the minimum share of volume of desilted Silt/Soil/Earth to be shared by the bidder with Concerned Division of I & W Dte. as specified in the Data Sheet of this RFP
- 2.1.18 **“Holding company/LLP”** shall have the meaning given to it under the Companies Act, 2013 or Partnership Firm under The Partnership Act , 1932
- 2.1.19 **“Share of Volume”** means the total volume of Silt/Soil/Earth in cubic feet, the Contractor declares to share with the **Executive Engineer, Berhampore Irrigation Division,** I&W Dte. through e-auction.
- 2.1.20 **“Technically Qualified Bidder”** means a bidder whose Technical Bid is responsive and meets the requirements to the satisfaction of **Bid Evaluation Committee,** I&W Dte. as per the terms and conditions of the RFP and is shortlisted for e-auction.
- 2.1.21 **“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
- 2.1.22 **“Engineer-in-Charge”** means **Executive Engineer, Berhampore Irrigation Division,** I&W Dte. with whom the contractor will make the agreement. The Engineer-in-Charge is the authority to make correspondence to check the quality and progress of the work. If there is more than one Executive Engineer assigned for the tender, the concerned Chief Engineer would designate the Engineer-in-Charge for the work.

## **2.2 Rules of Construction-**

- 2.2.1 A reference to singular includes the plural and vice-versa where the context so requires;
- 2.2.2 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;
- 2.2.3 Headings do not affect the interpretation of this RFP document;
- 2.2.4 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 2.2.5 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;
- 2.2.6 A reference to Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 2.2.7 A reference to an agreement, deed, instrument or other document include the same as amended, notated, supplemented, varied or replaced from time to time;
- 2.2.8 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- 2.2.9 The expression "writing" or "written" shall include communications by facsimile, electronic mail and letter;
- 2.2.10 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;
- 2.2.11 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 NIC-II, I&W Dte. from the bidders

## **3. Governing Law and Jurisdiction of Courts**

The RFP and Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## 4. Background

- 4.1 Irrigation & waterways department is entrusted with the task of providing irrigation facilities, offering reasonable protection against flood, alleviating drainage congestion, arresting erosion, maintaining internal navigation channels and up-keeping the natural waterways in the state.
- 4.2 Over the years it has been observed that various rivers/ water bodies of West Bengal have experienced increased sedimentation/ siltation due to natural processes. The storm water from various corners pass through different rivers, channels, rivulets, which often get silted up, mainly due to tidal silt deposition and also due to deposition of upland silt leading to reduction of carrying capacity of the rivers/channels and spilling during monsoon. In this context. “No cost to state exchequer” model of WBMDTCL for dredging/de-silting of rivers/drainage channels is being carried out by some district administration with the NOC of I&W Department. I&WD also is embarking on “**No cost to state exchequer” model (volume sharing)** of WBMDTCL in respect of Dredging/De-silting of rivers/channels.
- 4.3 I&WD has decided to select and engage a Dredging/ Desilting/Removal of riverbed materials contractor, possessing adequate technical and financial credentials as per the norms through e- auction method.
- 4.4 The Technical Bid submitted by the bidders shall be evaluated by the Bid Evaluation Committee in accordance with the terms & conditions set out in this RFP document. Evaluation Committee would select Technical Qualified Bidders who can participate in e-auction. ***Bidder quoting the highest volume to be shared with Concerned Executing Division of I & W Dte. over the Floor volume as described in Data Sheet shall be declared as the H1 Bidder.***
- 4.5 The Contractor shall be responsible for carrying out Dredging/ Desilting/ Removal of riverbed materials from site location as mentioned in Annexure-7. ***The Contractor after sharing the volume of Silt/Soil/Earths with Concerned Executing Division of I & W Dte. may utilize the remaining volume of dredged/de-silted Silt/Soil/Earth at its own discretion after complying with relevant statutory rules/ regulations. Sharing of desilted volume of Silt/Soil/Earths will be done by the contractor in form of spreading of earth over the low lying bank/embankment of the channel as instructed by the concerned Executive Engineer, I&W Dte.***
- 4.6 The publication of the RFP, publication of any Corrigendum(a)/Amendment(s), as well as the submission of Technical Proposals and Financial Proposals shall be conducted on the e-auction portal of Govt. of India.
- 4.7 LOI/LOA will be issued to the H1 Bidder by the Competent Authority of I&WD, subject to recommendation of the **Bid Evaluation Committee, I&W Dte.** The bidder who receives the LOI/LOA is termed as preferred bidder.
- 4.8 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/LOA issued by Competent Authority of I&WD within a stipulated time.
  - Submitting the Performance Security to the Executive Engineer, I&W Dte. within a stipulated time.
- 4.9 The Successful Bidder shall enter into an Agreement with **Executive Engineer, Berhampore Irrigation Division, I & W Dte** in the form provided with the RFP documents which to be downloaded as part of the Bidding Documents pursuant hereto.
- 4.10 The Executive Engineer, I&W Dte., after executing an agreement with the successful bidder will issue an Award of Contract (AOC) in favour of him/her to execute the work.
- 4.11 **Description of the site:** The location site is mentioned in Annexure-7

## **5. Instruction to Bidders (Scope of work)**

### **5.1 Scope of work of De-silting/Dredging/removal of riverbed materials**

- 5.1.1 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.
- 5.1.2 The Contractor shall deploy required machinery, vehicles, operating crew/ manpower for the work.
- 5.1.3 The Contractor shall undertake maintenance of the working site and maintain the smooth flow of inward and outward movement of motorable vehicles without disturbing the local traffic.
- 5.1.4 The Contractor shall maintain approach road from working site to the nearest access road.
- 5.1.5 The Contractor has to restrict any illegal activities and shall be responsible if any such activities take place within work site.
- 5.1.6 The Contractor shall undertake the Dredging/ De-silting/ Removal of river bed materials activities complying all relevant provisions of Acts/ Rules/ Notifications including guidelines and technical support of concerned field Engineers under the control of **Executive Engineer, Berhampore Irrigation Division, Irrigation & Waterways Directorate** (I&W Dte.). The contractor shall arrange at his own cost to obtain any statutory clearance/ approval if required, to undertake the said scope of work.
- 5.1.7 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**

- 5.2.1 The period of contract will be **365 days**. However, it may be extended in conformity to the site condition, as the Competent Authority deems fit. 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.
- 5.2.2 In case, the preferred bidder does not accept the LOI/LOA and execute the agreement within 7 working days from the date of grant of LOI/LOA, reasoned decision shall be taken by the Competent Authority of I & WD towards forfeiting the Bid Security. Additionally, if the contractor does not commence the work within 14 days from the date of Commencement as per AOC, reasoned decision shall be taken by the Competent Authority of I & WD towards termination of the Agreement. If the Agreement is terminated in this regard, Performance Security will be forfeited if the Contractor is found responsible for non-commencement of the work. If the Contractor is not responsible then Performance Security shall be returned.

### **5.3 Eligibility Criteria**

- 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.

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. 5,20,451.00 (Rupees Five Lakh Twenty Thousand Four Hundred & Fifty One)** only [The product of total volume (in cft) X 30% X Rs.1.00/cft.]. However, for Consortium/JV, such Aggregate Annual Turnover should be **at least Rs. 15,61,354.00/-(Rupees Fifteen Lakh Sixty One Thousand Three Hundred & Fifty Four)** only [The product of total volume (in cft) X 90% X Rs.1.00/cft] 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.

5.3.3 Minimum technically qualified bidders must be 3 (three) in number for validating the e-Auction process

#### 5.4 **Documentary evidence**

5.4.1 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 Consortiums/ Joint Venture of Firms/ Companies, Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC.

5.4.2 For criteria 5.3.2 the Bidder shall submit UDIN generated Certificate from Chattered Accountant

5.4.3 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.

5.4.4 **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.

5.4.5 **Consortium:** Consortium is allowed. Maximum number of constituents shall be restricted to 3(three).

5.4.6 **Tender Document Fee:** Bidders are required to remit non-refundable tender document fee as mentioned in Data sheet through Demand Draft in favour of “The **Executive Engineer, Berhampore Irrigation Division payable at Berhampore, Murshidabad**”.

5.5 **Cost of Bidding:** The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid, and **NIC-II** or Concerned Executing Division of I & W Dte. or any Govt. Authority shall in no case be responsible or liable for those costs and risks.

#### 5.6 **Site Visit**

5.6.1 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.

5.6.2 Bidders who do not visit the site shall be deemed to have apprised themselves of the site conditions necessary for preparing their bids.

5.6.3 The bidder may collect sample from site and analyze for ascertaining the components of river bed materials.

5.6.4 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.

5.6.5 Bidders shall bear their own costs and make own arrangements required for visiting the site.

### **5.7 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.

### **5.8 Clarifications on the Bidding Documents**

5.8.1 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

5.8.2 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.

5.8.3 Bidders are advised to regularly check the e-auction portal of Govt. of India regarding the posting of clarifications, modifications, if any.

5.8.4 The last date for receipt of pre-bid queries is indicated in the Data sheet. Queries received after this date may not be considered.

### **5.9 Issue of Corrigendum and Amendment to the Bidding Documents**

5.9.1 At any time prior to the Bid Due Date, SE, **NIC-II**, I&W Dte. 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 only be notified on the e-auction portal of Govt. of West Bengal. Any further communications, corrigendum, addendum, etc. shall only be available on the e- tender portal of Govt. of West Bengal and there will be no newspaper notification/advertisement in this regard.

5.9.2 Any Corrigendum (a)/ Amendment(s) issued by SE, **NIC-II**, I&W Dte 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.

5.9.3 No verbal clarifications and information provided by SE, **NIC-II**, I&W Dte or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on SE, **NIC-II**, I&W Dte unless subsequently confirmed through the issuance of Corrigendum (a)/ Amendment(s).

5.9.4 In order to provide prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, SE, **NIC-II**, I&W Dte 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>)**

- 6.1.1 Scanned copy of Demand Draft of Tender Document fee as mentioned in the Data sheet
- 6.1.2 Scanned copy of Demand Draft of Bid Security as mentioned in the Data Sheet
- 6.1.3 Scanned copy of Power of attorney in the format specified in Annexure-1
- 6.1.4 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. .
- 6.1.5 Scanned copy of the duly executed Affidavit in the format as specified in Annexure 3: Format for Affidavit
- 6.1.6 Scanned Copy for Eligibility Criteria as per format Annexure-4 along with scanned copy of System generated UDIN.
- 6.1.7 Scanned Copy of **No Due Certificate regarding royalty, cess, rent and other government dues from concerned SDLLRO/DLLRO for Brickfield owners only.**
- 6.1.8 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.
- 6.1.9 Scanned Copy of Annexure-7 (Geo Location of the site)
- 6.1.10 Scanned Copy of Annexure-8 (Declaration against common Interest)

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

- 6.2.1 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.

**The Superintending Engineer  
North Irrigation Circle-II,  
Irrigation Compound, Cantonment Road,  
P.O.+P.S.- Berhampore, Dist.-Murshidabad, PIN-742101**

- 1. Original Demand Draft towards Tender 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 from concerned SDLLRO/DLLRO **for Brickfield owners only**

8. Annexure-7 (Geo Location of the site)
9. Annexure-8 (Declaration against common Interest)

6.2.2 The Technical Bid **shall not contain any information regarding the Financial Bid**

### **6.3 Verification of Information by the Bidder**

6.3.1 It shall be deemed that by submitting a bid, the Bidder has:

- (a) Made a complete and careful examination of the tender document and unconditionally and irrevocably accepted the terms thereof.
- (b) Reviewed all relevant information provided by the SE, **NIC-II**, I&W Dte, 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 SE, **NIC-II**, I&W Dte
- (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.

6.3.2 **SE, NIC-II**, I&W Dte 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 thing 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 SE, **NIC-II**, I&W Dte

### **6.4 Verification and Disqualification will be made by Bid Evaluation Committee.**

6.4.1 **Bid Evaluation Committee** 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 I&W Dte., make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by I&W Dte. shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of **Bid Evaluation Committee** thereunder.

6.4.2 The **Tender Evaluation Committee** reserves the right to reject any bid, and appropriate/forfeit 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 **SE, NIC-II**, I&W Dte, the supplemental information sought by I&W Dte. for evaluation of the bid, or

6.4.3 Any rejection of a bid as above may lead to the disqualification of the Bidder for bidding for any tender or allotment conducted by **SE, NIC-II**, I & W Dte. for a period of 3(three) years starting from the date of appropriation/ forfeit of the Bid Security or any other earlier date specified by SE, NIC-II, I&W Dte.

6.4.4 In the afore mentioned events, SE, NIC-II, I&W Dte. shall be entitled to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to SE, NIC-II, I&W Dte. 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 SE, NIC-II, I&W Dte. after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 6.5.2 The SE, NIC - II, 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 Technical 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 SE, NIC-II, I&W Dte.

## 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 “**Executive Engineer, Berhampore Irrigation Division, payable at Berhampore, Murshidabad**”.
- 6.7.2 Save and except as provided in this RFP, the Bid Security of the unsuccessful Bidders other than H1 Bidder will be refunded from the office of the **North Irrigation Circle - II**, I& WD without any interest, within 7 (seven) days from date of issuance of LOA in favour of the H1 Bidder.
- 6.7.3 **SE, NIC-II**, I&W Dte. 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 I&WD 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 Department 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**

The Bid shall be valid for a period of 120 (one hundred and twenty) days from the date of e-auction.

## 6.9 **Rejection of Bids**

Bid(s) will be rejected in case of noncompliance of the provisions contained in Sub-Clause No.6.1 & 6.2 under Clause No.6. General conditions regarding submission of Bid.

## 6.10 Financial Bid through e-auction

6.10.1 The Bidder shall submit the Financial Bid greater than Floor Volume as mentioned in the Data Sheet through e-auction portal <https://eauction.gov.in>. The Bidder shall quote Financial Bid greater than Floor volume as mentioned in the Data Sheet and the Financial Bid may be quoted in multiples of **5,000 cubic feet over and above Floor Volume**.

### **Illustration/Example purposes only: Entry of the bids during e-Auction process**

Suppose in the e-Auction portal the floor volume is 86,742.00 cft, now in e-Auction portal base value is entered as 86,742.00 cft

The incremental value of bids is set as 5,000 cft.

Now during e-auction, if any one puts a value of 5,000 and no new bids received, then the bid value new price as per illustration will be 131742 cft and he will be treated as H1 bidder thus, the new quoted of volume share with concerned executing division is 1,31,742.00 cft.

<b>Base Price (Cft.)</b>	<b>Incremental Bid (Cft.)</b>	<b>New Price (Cft.)</b>
86742	5000	91742
91742	5000	96742
96742	5000	101742
101742	5000	106742
106742	5000	111742
111742	5000	116742
116742	5000	121742
121742	5000	126742
126742	5000	131742
131742	No new bids received	H1 bidder

**Note: In auction platform “Rs./ Rupees/ ₹” may be read as “Cubic Feet / cft”**

1. The e-Auction will be closed as per program set in the system portal.
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 Volume sharing (H1) during the electronic auction process shall be declared as the “H1 Bidder”
4. The bid once submitted cannot be cancelled /withdrawn and the preferred bidder shall be bound to pay the final bid amount.
5. The highest volume share submit by the bidder shall remain valid for 120 days from the Bid Due Date.

6.10.2 The quoted Financial Bid shall be Share of Volume of Dredged/Desilted Silt/Soil/Earth which is mandatorily shared with concerned executing division.

6.10.3 In case of Bid quoted equal to or exceeding the estimated quantity of earth, entire auction process will be cancelled and Bid Security for the Bidder(s) quoting rate equal to/ excess of the estimated volume will be forfeited and debarred from participating in e-Auction for next 3(three) years.

6.10.4 Technically Qualified Bidder not participating in the e-Auction process will be debarred from participating in e-Auction for next 1(one) year.

## 7. **Bid Opening & Evaluation**

### 7.1 **Opening of Technical Bid**

7.1.1 SE, NIC-II, I&W Dte shall open all the Technical Bids and cross check the same with the documents uploaded in the e-auction portal of Govt. of West Bengal as per the schedule given in the Schedule of Bidding Process. In case the date is either declared a holiday by state/central govt. or the date is considered for state wide complete lock down 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 SE, NIC-II, I&W Dte 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 Technical Bid**

7.2.1 Bid Evaluation Committee comprising of i) Chief Engineer (D&R)-Chairman ii) Chief Engineer (North) - Member and iii) Superintending Engineers of North Irrigation Circle II, Member-Secretary, will evaluate the Technical Bids received during the e-auction process. Chief Engineer (D&R) would function as the Chairman of the Tender Evaluation Committee.

7.2.2 The Technical Bids shall be first evaluated to determine whether the bids are fulfilling the eligibility criteria as stated in **clause-5.3** 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 Technical Bid is generally in order. Corrigendum(a)/Amendment(s) to the bidding documents will also be uploaded as integral part(s) of the bidding documents as stated in **Clause-5.9.1 and Clause-5.9.2** failing which the bid will stand not qualified. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive. For purposes of this determination, a substantially responsive Technical 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 Technical Bid which is not substantially qualified, may be rejected by SE, NIC-II, I&W Dte.

7.2.4 The Technical 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 Technical Bid, the Bid Evaluation Committee may, at its discretion, ask the bidder for clarification on their Technical 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 by **email** and the request shall also specify the timeline within which the bidder has to submit its clarification(s), failing which such clarification(s) may not be considered by SE, NIC-II and the Technical Bid of the Bidder maybe evaluated by Bid Evaluation Committee without any further reference to the bidder.

7.2.6 However, no change in the substance of the Technical 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 Bid Evaluation

**Committee** 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 Technical Proposals which meet the Eligibility Criteria shall be considered as technically qualified by the **Bid Evaluation Committee** and the list of technically qualified bidder will be uploaded as per “**Document approval end date**” mentioned in the schedule sheet. Bidder(s) found not qualified during Evaluation will be intimated through his registered e-mail. Within 24 hours of receiving the e mail, the aggrieved bidder, may seek clarification / redressal / review from the **Chairman, Bid Evaluation Committee** through e-mail [senic2iwdwb@gmail.com](mailto:senic2iwdwb@gmail.com). Views of the **Bid Evaluation Committee** will be communicated through his/her registered e mail to that bidder within next 24 hours. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be published/uploaded, after incorporating modifications if required. The qualified bidders will be eligible to participate in **e-Auction**. The rejected bidders will get back their Bid Security.

### **7.3 E-auction and declaration of preferred bidder**

7.3.1 The e-auction will be conducted online in the e-auction portal <https://eauction.gov.in> on the date and time as mentioned in schedule sheet.

7.3.2 The Bidder quoting the highest Share of volume (in Cft) of Dredged/De-silted Silt/Soil/Earth shall be declared as H1. The Bid Evaluation Sheet containing quoted bids of the bidders in e-auction will be downloaded and duly **Test Checked** by the DAO, **Berhampore Irrigation Division** before uploading the same in the portal by **SE, NIC-II. SE, NIC-II** will then recommend the H1 Bidder to the concerned EE/SE/CE as the case may be, for acceptance.

**7.3.3 LOI/LOA will be issued to the H1 Bidder, upon recommendation of Tender Evaluation Cell of NIC-II, by**

- (a) **The Concerned Executive Engineer, I&W Dte. estimated volume of riverbed materials to be dredged/de-silted up to 1.00 Cr. Cft.**
- (b) **The Concerned Superintending Engineer, I&W Dte. estimated volume of riverbed materials to be dredged/de-silted more than 1.00 Cr. Cft. up to 2.50 Cr. Cft.**
- (c) **The Concerned Chief Engineer, I&W Dte. estimated volume of riverbed materials to be dredged/de-silted beyond 2.50 Cr. Cft.**

**The bidder who receives the LOI/LOA is termed as preferred bidder.**

7.3.4 The Preferred Bidder will also submit the Performance Bank Guarantee within 7(seven) days of issuance of LOI/LOA.

7.3.5 In case the Preferred Bidder fails to submit the Performance Bank Guarantee for signing the Agreement within the specified time, LOI/LOA issuing Authority. shall, at its sole discretion, cancel the LOI/LOA and forfeit the Bid Security.

## 8. Utilization of dredged/de-silted riverbed materials

- 8.1 The contractor after sharing the volume of Silt/Soil/Earth with Concerned Division as quoted by him, may utilize the remaining volume of Silt/Soil/Earth at his own discretion by making payment of Royalty, DMF, Cess etc. in the centralised portal of WBMDTCL. Government share of earth (part or in full) will have to be used by the contractor in strengthening the bank/embankment of the river/channel as per direction and satisfaction of the Executive Engineer, I&W Dte for which no Royalty, Cess, DMF etc will be charged. For remaining quantity if any, Govt. Department viz. PWD, WBHDCL, Zilla Parishad etc. will be approached for utilisation in Govt Projects by depositing Royalty, Cess etc. **plus cost of earth** vide prevailing rate of SOR, PWD(R).  
If no such case takes place, the contractor will have to take away the river bed materials by depositing Royalty, Cess etc. **plus cost of earth as stated above**
- 8.2 Field personnel of the concerned Division will exercise supervision and periodical checking of the De-Siltation/ Dredging works as per usual norms (**Pre-& Post-work** measurement, measurement of stack etc.) in order to ensure proper cutting of Channels, quantum of Silt/Soil/Earth actually executed by the Contractor including the volume of earth the contractor is expected to share (as per quoted Bid). The field wing will also direct the contractor to utilize the shared quantum of Silt/Soil/Earth in making/raising embankment, filling for community development as per demand from the local Administration etc.

## 9. Operation and maintenance

### 9.1 De-silting/Dredging/removal of riverbed materials Schedule

- 9.1.1 Upon issuance of AOC, the contractor shall prepare a work plan schedule taking into consideration no fall 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 team of officials to be nominated by the concerned Executive Engineer, Irrigation and Waterways Directorate, GoWB. at the specified stretches of the rivers/channels as per design section to be provided by the Executive Engineer. The contractor has to fully obey any other stipulations to be imposed by the Executive Engineer from time to time.
- 9.1.3 The Contractor shall have to commence the work in the tune of Award of Contract (AOC). "Commencement Date" will be communicated by the **Executive Engineer, Berhampore Irrigation Division, I&W Dte.** to the Contractor in the Award of Contract (AOC).
- 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 concerned online portal and cross checked with periodic visits made by I&WD team to the site.
- 9.1.6 The field team under the Executive Engineer will carry out survey works in accordance with the work plan submitted by the contractor. Necessary arrangement in terms of providing labours and other minor objects for survey works will be made by the contractor at his/her own cost. its own discretion and any discrepancy found during reconciliation shall have to be resolved by the Contractor.

### 9.2 Other Obligations of the Contractor

- 9.2.1 The Contractor ensures that the machineries 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/desilted 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 desilted materials at his own cost. No claim whatsoever will be entertained by I&WD.
- 9.2.3 The contractor shall have to remove all the dredged/desilted 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.
- 9.2.4 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 accident shall be settled by the Contractor and I&W Dte. shall not be responsible for any such compensation/ claims.
- 9.2.6 The Contractor shall indemnify, defend, save and hold harmless Executive Engineer and its officers, servants, agents, Government Instrumentalities and govt. owned and/or controlled entities/enterprises, (the "Executive Engineer 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 concerned Division or from any negligence of the Contractor under any contractor 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 Engineer-in-Charge Indemnified Persons.
- 9.2.7 The Contractor shall adequately handle any local issues if arises, impacting the work in consultation with the local authorities/administration.
- 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. Water sprinkling shall be procured by the Contractor for dust suppression on the working site, roads, reach, dumps etc. The Contractor shall deploy and continuously operate sufficient number of water sprinklers of capacity for suppression of dust.

## 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 7 working days of receipt of LOI.

10.1.2 This Bank Guarantee shall be payable **at Berhampore, Murshidabad, West Bengal** 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 **Executive Engineer, Berhampore Irrigation Division.**

10.1.3 The Performance Security should be valid for the entire contract period.

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

### 10.2 **Appropriation of Performance Security**

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

10.2.2 If the contractor fails to commence the work within 14 days from the date of commencement as per clause 9.1.3, Executive Engineer with the approval of LOA/LOI issuing authority may forfeit and invoke the Performance Security in full.

10.2.3 In case of termination of the Agreement, Concerned Executive Engineer with the approval of LOA/LOI issuing authority, may forfeit and invoke the entire amount of the Performance Security.

10.2.4 In case the contractor is found to have executed the work not up to the satisfaction of Concerned Executive Engineer, I&W Dte. either in terms of dredging/de-siltation without maintaining the profile as provided and instructed by the officers of I&W Dte. or inflicting damages on banks/embankments, the contractor will rectify/mend those up to the satisfaction of the Concerned Executive Engineer failing which his/her performance security reserve the right to forfeit and invoke the Bank Guarantee in full/part.

10.2.5 In the event of part or total appropriation of the Performance Security, the contractor shall be required to top up the bank guarantee constituting the Performance Security within 7 (seven) 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 I&WD or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Performance Security has been forfeited fully/partially 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) I&WD 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 Concerned Executive Engineer;
- (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 I&WD, a materials 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 AOC;
- (h) Prolonged default of any obligation under the Agreement.
- (i) By convenience of I&WD 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 I&WD any statement, notice or other document, in written or electronic form, which has a materials effect on I&WD 's rights, obligations or interests and which is false in materials particulars;
- (l) the Contractor issues a termination notice in violation of the provisions of the Contract
- (m) the Contract commits a default in complying with any other provision of the Contract if such default causes or may cause a materials 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 I&WD may have under the Contract, upon occurrence of a Contractor Default, Executive Engineer shall be entitled to terminate the Contract with the approval of LOI/LOA Issuing Authority by issuing a termination notice to the Contractor; provided that before issuing the Termination Notice, Executive Engineer, I&W Dte. 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, Executive Engineer, I&W Dte. 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, **Bid Evaluation Committee of NIC-II** may reject a bid or Executive Engineer with the approval of LOA/LOI Issuing Authority 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 **Bid Evaluation Committee of NIC-II** 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 **SE, NIC-II** shall be entitled to forfeit the Bid Security or Executive Engineer, I&W Dte. with the approval of LOA/LOI Issuing Authority shall be entitled to forfeit the Performance Security as the case may be, as damages, without prejudice to any other right or remedy that may be available to the **SE, NIC-II** under the Tender Document and/ or otherwise.

12.1.2 If a bidder is found by **Bid Evaluation Committee** 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 SE, NIC-II, I&W Dte. during a period of 3 (three) years from the date such bidder is found by **Bid Evaluation Committee** 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. **SE, NIC-II** 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 herein after 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 Irrigation & Waterways Department/Directorate 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 Irrigation & Waterways Department/Directorate, 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/Desilting/Removal of riverbed 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 I&WD with the objective or 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 a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. A bidder(s) found to have a Conflict of Interest shall be disqualified. The bidder shall submit an Affidavit to this effect as per the format given in Annexure 3. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

The bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM and any other bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM (or any

shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, as the case may be) in the other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company/LLP/PARTNERSHIP FIRM, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. In-direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (a) such bidder, or its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM; or
- (b) such bidder has the same legal representative for purposes of this Bidding Process as any other bidder; or
- (c) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM has a relationship with another bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, directly or through common third party/parties, that puts either or both of the mina position to have access to each other's information about, or to influence the bid of either or each other; or
- (d) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM has participated as a consultant to I&WD in the preparation of any documents, design or technical specifications of the Project

12.2.2 A bidder shall be liable for disqualification if any legal, financial or technical adviser of I&WD in relation to this Project is engaged by the bidder, any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, as the case may be, in any manner for matters related to or incidental to the Project. This disqualification shall not apply where such adviser is engaged after a period of 6 (six) months from the date of issuance of LOI/LOA.

### 12.3 **Deviations**

**SE, NIC-II**, I&W Dte. 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 in consistency in language of the bid;
- (c) Simple omissions 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 materials 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 work or 'bandh' (other than those involving the Dredging/Desilting/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 an river bed materials 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 concerned Executive Engineer;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be covered 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 of foreign 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 an river bed materials 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 I&WD/executing Division 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 unauthorised or without jurisdiction, revocation of, or refusal to renew or grant without valid cause (if applicable), any clearance, licence, permit, authorisation, 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, licence, authorisation, 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.

**Sd/-**  
Superintending Engineer  
North Irrigation Circle-II,  
Berhampore, Murshidabad

**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 (herein after 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 work "Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)" being developed by Contract or 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 SE, NIC-II, I&W Dte., representing us in all matters before SE, NIC-II, I&W Dte.), participation in the bidding process, representing us in all matters before SE, NIC-II, I&W Dte., signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with SE, NIC-II, I&W Dte and the Executive Engineer of concerned work in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into agreement with concerned Executive Engineer, I&W Dte.

AND we hereby agree to ratify and confirm that all acts, deeds and things one 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 are solution to this effect was passed by the partners during the meeting held on[•]at[•].

IN WITNESS WHERE OF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 2026

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 Superintending Engineer  
North Irrigation Circle-II,  
Irrigation & Waterways Directorate  
Berhampore, Murshidabad, PIN-742101**

Dear Sir,

Subject: Submission of Technical Proposal for work "Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)".

RFP No. **WBIW/SE/NIC-II/RFP-3(e)/2025-26**

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 SE, NIC-II, I&W Dte. will be relying on the information provided in the Technical Proposal and the documents accompanying the Technical Proposal for qualification of the Bidders, and we certify that all information provided in the Technical Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Technical Proposal are true copies of their respective originals.
3. This Technical Proposal is being submitted for the express purpose of qualifying as a Bidder under this RFP.
4. We acknowledge the right of SE, NIC-II, I&W Dte. to reject our Technical 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 SE, NIC-II, I&W Dte. may cancel the Bidding Process at any time and that you are neither bound to accept any Technical 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 Technical 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 adverse 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 facts 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 SE, NIC-II, I&W Dte. of the same immediately
12. The Technical Proposal and Bid submitted by us shall be valid for a minimum period of 120 (one hundred and twenty) days from Bid Due Date or any extension thereof as informed by SE, NIC-II, I&W Dte.
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 Non judicial stamp paper of Rs.100/- and duly Notarized)

Letter No. [●]

Dated: [●]

**To**  
**The Superintending Engineer**  
**North Irrigation Circle-II,**  
**Irrigation & Waterways Directorate**  
**Berhampore, Murshidabad, PIN-742101**

Subject: " Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)".

RFP No. **WBIW/SE/NIC-II/RFP-3(e)/2025-26**

Sir,

We hereby solemnly declare that in respect of any tender/contract issued by a 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 black listed, banned, 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 (a)/ Amendment(s) issued by SE, NIC-II, I&W Dte;
- (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 a 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 any time, SE, NIC-II, I&W Dte. 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 SE, NIC-II, I&W Dte.

We further declare that:

- (a) All information furnished by us either in any self-certified supporting document or any other document in respect of fulfillment 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 Departmental tenders and/ or any action as deemed fit by SE, NIC-II, I&W Dte. 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 Tender Evaluation Committee of NIC-II based on verification and will be final and binding on the bidder
- (e) The bidder will allow Tender Evaluation Committee of NIC-II to verify all such internal documents of the bidder on demand by SE, NIC-II, I&W Dte.

(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 5.4.2

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 5.3.2						

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 Proprietor with Official Seal

## Annexure - 5: Format for Performance Security

To  
**The Executive Engineer,  
Berhampore Irrigation Division,  
Irrigation & Waterways Directorate  
Berhampore, Murshidabad**

WHEREAS:

1. .... Name of the company/LLP/PARTNERSHIP FIRM/PROPIETORSHIP FIRM/INDIVIDUAL] represented by \*\*\* and having its principal offices at \*\*\*\*\* have entered into an agreement dated .....with the **Executive Engineer, Berhampore Irrigation Division** for the work **"Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)".**

**RFP No : WBIW/SE/NIC-II/RFP-3(e)/2025-26**

2. The Agreement requires the Contractor to furnish a Performance Security to the **Executive Engineer, Berhampore Irrigation Division** of a sum of **Rs. 86,742.00** as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period and upto 180 (one hundred and eighty) days after the Contract Period (the "Guarantee Period")
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 **Executive Engineer, Berhampore Irrigation Division** 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 sum or sums up to an river bed materials sum of the Guarantee Amount as **Executive Engineer, Berhampore Irrigation Division** shall claim, without **Executive Engineer, Berhampore Irrigation Division** being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
- ii) A letter from **Executive Engineer, Berhampore Irrigation Division**, 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 **Executive Engineer, Berhampore Irrigation Division** 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 PMZP and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- iii) In order to give effect to this Guarantee, **Executive Engineer, Berhampore Irrigation Division** 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 **Executive Engineer, Berhampore Irrigation Division** to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- v) **Executive Engineer, Berhampore Irrigation Division** 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, fulfillment 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 **Executive Engineer, Berhampore Irrigation Division** 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 **Executive Engineer, Berhampore Irrigation Division**, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by **Executive Engineer, Berhampore Irrigation Division** 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 **Executive Engineer, Berhampore Irrigation Division** 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 **Executive Engineer, Berhampore Irrigation Division** in respect of, or relating to, the Agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Contractor under the Agreement.
- vii) Notwithstanding anything contained herein before, 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 **Executive Engineer, Berhampore Irrigation Division** on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of **Executive Engineer, Berhampore Irrigation Division** under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- viii) The Bank under takes not to revoke this Guarantee during its currency, except with the previous express consent of **Executive Engineer, Berhampore Irrigation Division** 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 authorized to receive such notice and to effect payment there of forth with, 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 **Executive Engineer, Berhampore Irrigation Division**, I&W Dte. 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 **Executive Engineer, Berhampore Irrigation Division** 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 .....

**Annexure 6: Draft Dredging/De-silting/Removal of riverbed materials Agreement**

This Agreement, made the [•] [insert day] day of [•] [insert month] month, [•] [insert year] year between **Executive Engineer, Berhampore Irrigation Division**, Irrigation & Waterways Directorate (herein after called “the Employer”) and [•] [insert name and address of Contractor] (herein after called “the Contractor”) of the other part.

Now this Agreement witnesses as follows:

In this Agreement, words and expression shall have the same meanings as are respectively assigned to the min the Conditions of Request of Proposal for the work **"Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call)"** as per **RFP No.-WBIW/SE/NIC-II/RFP-3(e)/2025-26** herein after referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of [Witness entity].....

was here unto 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)

Encl. Valid CTO Certificate

### Annexure7: Geo Location of the site

Sl. No.	Name of River/Khal/Reservoir	Latitude & Longitude (Start point)	Latitude & Longitude (End point)	Estimated Quantity of Desilted Earth in Cum / Cft
1.	Chouthi Beel	Lat: 24.050914° N Long: 88.168563° E	Lat: 24.050838° N Long: 88.1685778° E	49125.24 Cum / 17,34,838.00 Cft.

Sl. No.	Name of work	Geographic Location	Mouza	G.P.	Block	P.S.	District
1.	"Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2 <sup>nd</sup> Call)".	<b>Start point</b> Lat: 24.050914° N Long: 88.168563° E  <b>End point</b> Lat: 24.050838° N Long: 88.1685778° E	Bill Chouthi, Nischintapur, Gobindapur	Sahajadpur	Berhampore	Berhampore	Murshidabad

(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)**

To  
The Superintending Engineer  
North Irrigation Circle-II,  
Irrigation & Waterways Directorate  
Berhampore, Murshidabad, PIN-742101

Subject : Clearance of Drainage channel to mitigate waterlogging in Beel areas (Chouthi Beel) under Sahajadpur GP, Block-Berhampore, Dist.- Murshidabad under "No Cost to State Exchequer" model (2<sup>nd</sup> Call).

Ref. : RFP No.-WBIW/SE/NIC-II/RFP-3(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/SE/NIC-II/RFP-3(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 of .....2026

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

**Copy forwarded for information to :-**

1. The P.P.S. to the Additional Chief Secretary for kind appraisal of the Additional Chief Secretary to the Govt. of West Bengal, I&WD, 1st Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
2. The P.A. to the Secretary for kind appraisal of the Secretary to the Govt. of West Bengal, I&WD, 1st Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
3. The Chief Engineer (D&R), I&W Dte., 2nd Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
4. The Chief Engineer (North), I&W Dte., Green Park Irrigation Campus, Green Park, Mokdumpur, Malda-732103.
5. The District Magistrate, Murshidabad District.
6. The Sabhadhipati, Murshidabad Zilla Parishad.
7. The Executive Officer, Murshidabad Zilla Parishad.
8. The Executive Engineer, Berhampore Irrigation Division, Berhampore, Murshidabad for wide circulation.
9. The Executive Engineer, Ganga Anti Erosion Division No.-I, Raghunathganj, Murshidabad for wide circulation.
10. The Executive Engineer, Ganga Anti Erosion Division No.-II, Berhampore, Murshidabad for wide circulation.
11. The Executive Engineer, Nadia Irrigation Division. Krishnagar, Nadia for wide circulation..
12. Notice Board, North Irrigation Circle-II, Berhampore, Murshidabad-742101

**Sd/-**  
**Superintending Engineer**  
North Irrigation Circle-II,  
Berhampore, Murshidabad