



**GOVERNMENT OF WEST BENGAL  
IRRIGATION & WATERWAYS DIRECTORATE  
OFFICE OF THE SUPERINTENDING ENGINEER,  
NORTH EAST IRRIGATION CIRCLE- I  
DEBIBARI, COOCH BEHAR**

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## **RequestforProposal(RFP)**

For

Selection of Contractor for Dredging/De-silting/Removal of river bed materials i.c.w the work :

"De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer.'" by adopting "Revenue Sharing" method under "No Cost to State Formula".

RFPNo.  WBIW/SE/NEIC-I/RFP-04(e)/2025-26

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### ScheduleSheet

|  |   |
|--|---|
| NameofWork   | "De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer." by adopting " <b>Revenue Sharing</b> " method under " <b>No Cost to State Formula</b> ". |
| RFPNO.   | WBIW/SE/NEIC-I/RFP-04(e)/2025-26  |
| e-Auctionportal  | <a href="https://eauction.gov.in">https://eauction.gov.in</a>   |
| Date of publication of e-Auction on website  | 14/03/2026 at 10:00 hrs   |
| Last Date of sending Pre-Bid Queries   | 18/03/2026 up to 12:00 hrs by E-mail  |
| Email address for submitting pre-bid queries   | Email: seneic1@gmail.com  |
| Date, Time and venue of Pre-Bid Conference   | 19/03/2026 from 12:00 hrs to 14:00 hrs at Office of the Superintending Engineer, North East Irrigation Circle-I, Debibari, Cooch Behar- 736101 (Physical Mode only)   |
| Lastdate& timeforsendingtherepliesofthe queries, to the Bidder through e-mail                              | 23/03/2026 up to 17:00 hrs by E-mail  |
| Technical Bid Submission Start Date  | 24/03/2026 from 10:00 hrs   |
| Last Date & Time for Online Submission of Technical Bid  | 30/03/2026 up to 16:00 hrs  |
| Date & Time for Offline Submission of Technical Bid Documents (Physical copy)                              | 01/04/2026 up to 14:00 hrs at Office of the Superintending Engineer, North East Irrigation Circle-I, Debibari, Cooch Behar- 736101  |
| Document approval start date   | 01/04/2026 from 15:00 hrs   |
| Document approval end date   | 07/04/2026 up to 17:00 hrs  |
| <b>Conduct of electronic auction</b><br><b>Note:</b> In auction platform Bid to be quoted in "Paise / Cum" | 09/04/2026 from 10: 00 hrs to 09/04/2026 14:00 hrs  |

|                                |   |
|--------------------------------|---|
| Nodal Officer/ Contact Details | Superintending Engineer<br>North East Irrigation Circle-I,<br>Debbari, Cooch Behar- 736101<br>Email:seneic1@gmail.com |
|--------------------------------|---|

Note-Above schedule may be changed by Auction Inviting Authority, Superintending Engineer, North East Irrigation Circle-I, 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>1,49,886.60 Cum</b> (approximately)  |
| 2.     | Project Cost  | <b>Rs. 1,64,87,526.00</b><br>Project Cost is determined by estimated volume of de-silted/ dredged material in Cum X Rate (Rs.110/ Cum).   |
| 3.     | Starting Bid Price (In Forward Bidding)   | <b>Rupee1.00 /-Cum (Paise 100 / Cum in e-Auction Portal)</b><br>In addition to the auction bid price the H1 Bidder has to pay all the statutory payments i.e. (Royalty + Cess + DMF + Portal Charges+ IT + GST) before availing Challan for disposal. |
| 4.     | Non-refundable Bid Document Fee (to be submitted by Demand Draft)   | <b>Rs. 3000 /-(Rupees three thousand)only infavour of "Executive Engineer, Siliguri Irrigation Division" payable at Siliguri, West Bengal.</b>  |
| 5.     | Amount of Bid Security (to be submitted in form of Demand Draft)  | <b>2% of Project Cost = Rs.3,29,751.00 (Rupees Three lakh Twenty Nine thousand Seven hundred &amp; Fifty One) only in favour of "Executive Engineer, Siliguri Irrigation Division" payable at Siliguri, West Bengal.</b>                              |
| 6.     | 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, Siliguri Irrigation Division</b> (before signing of the agreement). (as per Annexur-5) | <b>8% of Project Cost = Rs. 13,19,002.00 (Rupees Thirteen lakh Nineteen thousand &amp; Two) only in favour of "Executive Engineer, Siliguri Irrigation Division".</b>   |
| 7.     | Duration of work  | <b>6 (Six) months</b>   |

|    |  |               |
|----|--|---------------|
| 8. | Volume of River Bed materials out of the de-silted/dredged quantity to be utilized by the contractor in bank/embankment restoration at his own cost. | 7,494.00 Cum. |
|----|--|---------------|

\*In addition to the offered Rate the H1 Bidder has to pay all the statutory payments i.e. (Royalty + Cess + DMF + IT + GST) as per the extant rules. Rate of Royalty will be applicable depending upon the type of the de-silted bed material.

\*\* All the payments for statutory charges and taxes and offered Bid Amount (H1 bidder) may be made through the Portal of WBMDTCL till the time a separate Revenue Head of account is created separately by Irrigation & Waterways Department, Govt. of WB

## 1. Disclaimer

- 1.1. This document is not an agreement or an offer by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. to bidders or any thirdparty. 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 Superintending Engineer, North East Irrigation Circle -I,, 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 Superintending Engineer, North East Irrigation Circle -I,, I&W Dte. nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
- 1.4. Neither Superintending Engineer, North East Irrigation Circle -I,, I&W Dte. nor their employees or their consultants shall have any liability to any bidder or any other person under the law of contract, to 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 Superintending Engineer, North East Irrigation Circle -I,, I&W Dte. or their employees, any consultants to otherwise arising in any way from the selection process for the project.
- 1.5. The issue of this document does not bind Superintending Engineer, North East Irrigation Circle -I, I&W Dte. to shortlist Technically Qualified bidders or to select a Preferred/Successful bidder. Superintending Engineer, North East Irrigation Circle -I, 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.
- 1.6. 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 Superintending Engineer, North East Irrigation Circle -I, I&W Dte. immediately at the following address:

**Superintending Engineer,  
North East Irrigation Circle-I  
Irrigation & Waterways Directorate,  
Debari, Cooch Behar- 736101.**

- 1.7. If no intimation is received within the last date for submission of pre-bid queries, it shall be presumed that the bid documents received by the bidder is complete in all respects and that the bidder is fully satisfied with the document.

- 1.8. No extension of time shall be granted to any bidder for submission of its bid on the ground that the bidder did not obtain the complete set of the document.
- 1.9. The RFP comprises of general guidelines and conditions for bidding but not an offer by Superintending Engineer, North East Irrigation Circle -I, 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&WDte.
- 1.10. This document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 1.11. Superintending Engineer, North East Irrigation Circle -I, 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.
- 1.12. The bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly.
- 1.13. Superintending Engineer, North East Irrigation Circle -I, 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 Superintending Engineer, North East Irrigation Circle -I, 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 Superintending Engineer, North East Irrigation Circle -I, I&W Dte.'s action. Decision of Superintending Engineer, North East Irrigation Circle -I, I&W Dte. shall be final and binding in this regard. If the bid has to be rejected due to unavoidable circumstances and not due to any fault of the Bidder, the Bid Security and Performance Security as the case may be, will be refunded to the Bidder.
- 1.14. The bidder shall not make any public announcements with respect to this bidding process or this document. Any public announcements to be made with respect to this bidding process or this document shall be made exclusively by Superintending Engineer, North East Irrigation Circle -I, I&W Dte.
- 1.15. The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. Superintending Engineer, North East Irrigation Circle -I, I&W Dte. shall not, under any circumstances, be responsible or liable for any such costs.
- 1.16. By responding to the RFP, the bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The bidder hereby expressly waives any and all claims in respect thereof.
- 1.17. The excavation operation will be in wet / dry or both mode of dredging operation and the contractor has to arrange the following equipment's and machineries at site.

| Sl. No | Name of equipment's / Machinery                         | Nos. required  | Purpose  |
|--------|---|--|--|
| 1      | Pontoon mounted mechanical excavator for Wet excavation | -----  | -----  |
| 2      | Mechanical Excavator for dry / wet excavation           | To be mentioned annexure-9 & Annexure-10 of RFP.   | For dry/wet cutting or on the river bank for disposal of excavated materials from boat to canal bank                         |
| 3      | Mechanized Boat   | -----  | -----  |
| 4      | Tipper/ Dumper  | Sufficient number to clear the excavated material from site within 10 Days from its placing on river / Canal bank. | For disposal excavated material from disposal point on river / canal bank to a suitable location arranged by the contractor. |

\*The number will be mentioned as per scope and volume of the work.

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

- 1.18 The initial dumping of the dredged materials shall be the sole responsibility of the contractor and the cost for the same shall be borne by the contractor.
- 1.19 During final disposal of the dredged materials, if any damage of the road occur, the damages shall be mended good by the agency at its own cost.
- 1.20 In course of execution of the work, any disturbance occurs from the end of the local people that should be promptly brought to the notice of the District Administration.
- 1.21 In course of execution of the work, the safety & security of the adjoining areas, as well as protection of navigation through the canal / river is the responsibility of the agency.
- 1.22 The agency will carry out de-siltation/dredging/removal of river bed materials as per instruction of the field level officers of Irrigation & Waterways Directorate.
- 1.23 Before starting of the work and after completion of the work, proper pre-work and post-work level shall be taken up by the field level officers of Irrigation & Waterways Directorate. The pre-work level will be taken jointly with contractor and the I&W Dte. officials and will be recorded in the level book of I&W Deptt. Similarly the post-work level will be taken jointly and recorded. Use of reference points will be mentioned to set aside any ambiguity in this regard. The contractor will mandatorily deploy technical staff during pre-work and post-work.
- 1.24 Necessary permission of I&W Dte, Govt. of WB, shall be taken by the agency before de-mobilization of men and machineries after completion of the project.
- 1.25 This RFP has been issued pursuant to the identification of an area with the intent to select contractor for carrying out De-silting/Dredging/removal of river bed materials , pursuant to the Mines and Minerals (Development and Regulation) Act, 1957, West Bengal Minor Minerals Concession Rules, 2016, The West Bengal Sand Mining Policy, 2021, West Bengal 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.

- 1.26 All information provided in this RFP shall be read together with the Act and Rules made thereunder. In the event of a conflict between this RFP and the Act/ Rules/ Notifications, the Act/ Rules/ Notifications, as the case may be, shall prevail.

## **2. List of Abbreviations**

|          |   |
|----------|---|
| FY       | FinancialYear                               |
| GST      | Goodsand Services Tax                       |
| GSTIN    | Goods and Service Tax Identification Number |
| INR      | Indian Rupee                                |
| I&WD     | Irrigationand Waterways Department          |
| CTU      | Central Tender Unit                         |
| I&W Dte. | Irrigation & Waterways Directorate          |
| LOI/LOA  | Letter of Intent/Letter of Acceptance       |
| AOC      | Award of Contract                           |
| PAN      | PermanentAccountNumber                      |
| PF       | ProvidentFund                               |
| PWD      | PublicWorks Department                      |
| RFP      | RequestforProposal                          |
| TAN      | TaxDeductionAccountNumber                   |
| CTE/CTO  | Consent to Establish / Consent to Operate   |
| LLP      | Limited Liability Partnership               |

|     |                             |
|-----|-----------------------------|
| AIA | Auction Inviting Authority  |
| AAA | Auction Accepting Authority |

### **3. Definitions and Rules of Construction**

#### **3.1 Definitions**

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

- 3.1.1 “**Accounting Year**” shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year, provided that, the first Accounting Year shall commence from the Commencement Date and end on the thirty-first day of March of the next calendar year and the last Accounting Year shall commence on the first day of April of the calendar year during which the Transfer Date occurs and shall end on the Transfer Date; provided that, in case of any change of the financial year by the competent authority, the changed dates shall apply.
- 3.1.2 For this bidding, “**riverbed 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 **Siliguri Irrigation Division, Irrigation & Waterways Directorate**.
- 3.1.3 “**Agreement**” or “**Dredging/De-silting/Removal of riverbed materials Agreement**” means the agreement to be entered into between **Executive Engineer, Siliguri 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.
- 3.1.4 “**Applicable Laws**” means any law, act, legislation, statute, rule, directive, circular, ordinance, notification, exemption, regulation, judgments /orders of a competent court, tribunal, regulatory bodies and quasi-judicial body or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either I&WD to bidders or to the Selected Bidder or to the Contractor
- 3.1.5 “**Authority**” means any government department, local government council, inspection authority, courts, tribunal, regulatory bodies and quasi-judicial body, any other statutory authority of Government of India or the Government of West Bengal, authority exercising any sovereign function, and includes any municipal or local authority.
- 3.1.6 “**Authorized Representative**” shall mean any person having the right to represent I&WD/ Contractor/ any other organization, as applicable.
- 3.1.7 “**Bid**” or “**bid**” or “**Proposal**” shall mean the documents submitted by a bidder pursuant to this RFP, including the Technical Proposal, along with any additional information/clarifications required/ sought by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte., and the Financial Bid.
- 3.1.8 The “**Bid Evaluation Committee**” shall mean the committee of officers of Bid Evaluation Cell of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte.
- 3.1.9 “**Bidder**” shall be a bonafide registered Indian company/LLP as per Companies Act, 2013 or registered Partnership Firm under The Partnership Act, 1932 or registered Proprietorship or registered

Consortium comprising of maximum 3 (three) members having valid Trade License Firm or Individual having valid Trade License, Income Tax, Professional Tax, GST Registration.

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

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

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

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

- 3.1.10 **“Bid Document” or “Bidding Document” or “Auction Document” or “RFP document” or “RFP”** means this document issued by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. Shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. Subsequent to the issue of the RFP document. In case of any conflict between the provisions of this RFP and the provisions of the Dredging/ De-silting /Removal of river bed materials Agreement, the provisions of the Agreement shall prevail over the provisions of this RFP.
- 3.1.11 **“Business Day/ business day”** means a day other than a Sunday or a public holiday as declared by the Government of West Bengal.
- 3.1.12 **“Commencement Date”** is the date to be communicated by the Executive Engineer, Bankura Irrigation Division, I&W Dte. to the Contractor in the Award of Contract (AOC).
- 3.1.13 **“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.
- 3.1.14 **“Cubic Metre”** will mean as defined in the Legal Metrology Act 2009 and West Bengal Legal Metrology Enforcement Rules 2011
- 3.1.15 **“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.
- 3.1.16 **“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
- 3.1.17 **“Starting Bid Price”** shall mean the bid price below which the bidding by the contractor is not allowed.
- 3.1.18 **“Holding company/LLP”** shall have the meaning given to it under the Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932
- 3.1.19 **Consortium :-** Consortium means a consortium constituted by maximum 3 (three) members who may be registered as Proprietorship Firm or Partnership Firm or Company or LLP.

- 3.1.20 **Irrigation & Waterways Department, Govt. of WB** means the all level officials of Irrigation & Waterways Department including Bid Inviting, Bid Accepting Authority (Superintending Engineer / Executive Engineer).
- 3.1.21 **Technical Bid Evaluation Committee**:-It means the Bid Evaluation Committee constituted in the line of I&W Deptt.'s Memo No. 28-W/24-24 Dated. 21.02.2025 & 313-IB dated 25.06.2025 of the Secretary, I&W Department.
- 3.1.22 **"Technically Qualified Bidder"** means a bidder whose Technical Bid is responsive and meets the requirements to the satisfaction of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. as per the terms and conditions of the RFP and is shortlisted for e-auction.
- 3.1.23 **"Transfer Date"** shall mean the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice
- 3.1.24 **"Bid Amount"** means the amount offered by H1 bidder and accepted by appropriate authority.

### **3.2 Rules of Construction-**

- 3.2.1 A reference to singular include the plural and vice-versa where the context so requires;
- 3.2.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- 3.2.3 Headings do not affect the interpretation of this RFP document;
- 3.2.4 A reference to any person includes that person's executors, administrators, substitutes, successors and permitted assigns;
- 3.2.5 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;
- 3.2.6 A reference to ₹, Rs., INR or Rupees is to the lawful currency of the Republic of India unless specified otherwise;
- 3.2.7 A reference to an agreement, deed, instrument or other document include the same as amended, notated, supplemented, varied or replaced from time to time;
- 3.2.8 The expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- 3.2.9 The expression "writing" or "written" shall include communications by facsimile, electronic mail and letter;
- 3.2.10 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;
- 3.2.11 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. from the bidders

### **3.3 Governing Law and Jurisdiction of Courts**

#### **DISPUTE SETTLEMENT MECHANISM**

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

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

The Dispute Redressal Committee (DRC) in respect of Irrigation & Waterways Department shallbe as follows :-

|     |  |                                     |
|-----|--|-------------------------------------|
| 01. | <b>Secretary, Irrigation &amp; Waterways Department, Govt. of West Bengal</b>                          | <b>Chairman</b>                     |
| 02. | <b>ChiefEngineer(Design&amp;Research), Irrigation &amp;Waterways Directorate, Govt. of West Bengal</b> | <b>MemberSecretary Cum-Convener</b> |
| 03. | <b>Financial Advisor (FA) of the Irrigation &amp;Waterways Department, Govt. of West Bengal</b>        | <b>Member</b>                       |
| 04. | <b>Jurisdictional Chief Engineer of the concerned Work</b>   | <b>Member</b>                       |

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

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

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

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

#### **4. Background**

- 4.1 Irrigation & waterways department GOVT.OFWB is under the Administrative control of Govt. of West Bengal.

- 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. There is a need for adoption of holistic policy to improve the river health and restore the water bodies to control the flooding, increase the water carrying capacity and enhance the navigation. Amongst various practices, Dredging/De-silting of the water bodies is the key activity which can be taken up. In this context, the Irrigation and Waterways Dept. (I&WD) Govt. of West Bengal has felt a need for Dredging /De-silting of identified location site.
- 4.3 I&WD has decided to select and engage a Dredging/De-silting/Removal of riverbed materials contractor, possessing adequate technical and financial credentials as per the norms through e- auction method.
- 4.4 The Techno-Commercial Bids submitted by the bidders shall be evaluated by the Bid Evaluation Committee of IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB in accordance with the terms & conditions set out in this RFP document & in the line of Memo No. 28 -W/24-24, Dated 21.02.2025 & 313-IB, dated 25.06.2025 of the Secretary, I&W Dept. Bidder offering the highest value in terms of Rupee / Cum by Forward Bidding 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 (H1 Bidder) shall utilize the total volume of dredged/de-silted river bed materials naturally found in the river bed after complying with the relevant statutory rules & regulations and after payment of all statutory fees in conformity to the type of materials found along with the bid amount. A quantum of de-silted river bed materials as fixed upon by the I&W Department will have to be utilized (Sl No. 8 of Data Sheet) by the contractor for restoration/mending of bank/Embankment of river/channel as instructed by I&W Department at his own cost.
- 4.6 The publication of the RFP, publication of any Corrigendum(a)/Amendment(s), as well as the submission of Techno-Commercial Proposals and Financial Proposals shall be conducted on the e-auction portal of Govt. of India.
- 4.7 LOA will be issued to the H1 Bidder by the competent authority of I&W Department, subject to approval of Bid Accepting Authority of I&W Department, the bidder who receives the LOA is termed as preferred bidder
- 4.8 The Preferred Bidders shall be considered to be “Successful Bidder” upon:
- Continuing to be in compliance with all the terms and conditions of eligibility.
  - Acceptance of LOA issued by the Competent Authority of IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB within a stipulated time
  - Submitting the Performance Security to the concerned Executive Engineer, I&W Dte. within a stipulated time.
- 4.9 The Successful Bidder shall enter into an Agreement with **Executive Engineer, Siliguri Irrigation Division**, I & W Dte in the form provided by IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB 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**

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

- 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. The Contractor shall exercise special care in regulating/diverting the transportation vehicles in populated and strategic locations like school, hospital, market place etc.
- 5.1.4 The Contractor shall maintain approach road from working site to the nearest access road.
- 5.1.5 Regular sprinkling of water on such the approach & village road used by the transportation vehicles will have to be done by the contractor, if required, at his own cost, so as to make the surroundings free from dust. Adequate lighting, clear demarcation and proper fencing with CCTV arrangements are to be installed at stock points by the contractor at his own cost.
- 5.1.6 The Contractor shall undertake the Dredging/ De-silting/ Removal of river bed materials activities complying all relevant provisions of Acts/ Rules/ Notifications including guidelines of Irrigation & Waterways Department (I&WD) of Government of West Bengal, issued from time to time, and shall arrange at its own cost to obtain any statutory clearances/ approvals if required to undertake the said scope of work.
- 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 initially **6 (Six) Months** to be reckoned from the date mentioned in Award of Contract (AOC). However, 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 (seven) days from the date of grant of LOI/ LOA, reasoned decision shall be taken by IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB towards forfeiting the Bid Security. Additionally, if the contractor does not commence the work within 14 (fourteen) days from the date of signing of the agreement, reasoned decision shall be taken by IRRIGATION & WATERWAYS DEPARTMENT GOVT. OF WB towards termination of the Agreement. If the Agreement is terminated in this regard,

Bid Security and/or Performance Security will be forfeited if the Contractor is found responsible for non-commencement of the work.

### 5.3 Eligibility Criteria

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

- 5.3.1 The Bidder must be a company/LLP as per Companies Act, 2013 or Partnership Firm under the Partnership Act, 1932 or Proprietorship firm having valid Trade License, PAN, GSTIN & Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is latest available.

In case the Bidder(s) are Brickfield owner(s), valid CTE/CTO and no due certificate regarding royalty, cess, rent and other government dues from concerned SDL&LRO/DL& LRO will have to be submitted in addition to the provision stated above. They should possess the experience of manufacturing of 20 (twenty) Lakhs of bricks in a year during last 4(four) years.

- 5.3.2 The Bidder should have Aggregate of Annual turnover from business of any 3(three) FY with the zone of immediate preceding 5(five) FYs from the date of publication of e-Auction should be **at least Rs. 49,46,258.00/- (Rupees Forty Nine Lakh Forty Six Thousand Two Hundred & Fifty Eight)** only [30% of the project cost]. However, for Consortium/JV, such Aggregate Annual Turnover should be **at least Rs. 1,48,38,773.00/- (Rupees One Crore Forty Eight Lakh Thirty Eight Thousand Seven Hundred & Seventy Three)** only [90% of the project cost] and each entity should have 20% of required Aggregate Annual Turn Over for 3(three) preceding financial years, within the zone of immediate preceding 5(five) years. Maximum number of constituents in JV/Consortium shall be restricted to 3(three). In case Brick field Owner is a member of the consortium then they should possess the experience of manufacturing of 20 Lakhs of bricks in a year during last 4(four) years.

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

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

**Length at least 30% of the length of the work i.e., 1.74 Km**  
OR

**At least 30% of the estimated volume of work i.e. 15,87,749.00 cft.**

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

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

### 5.4 Documentary evidence

- 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. The Bidder shall submit UDIN generated Certificate from Chattered Accountant
- 5.4.2 All the supporting documents submitted by the bidder shall be self-certified by the Authorized Signatory holding the Power of Attorney of the bidder in case of company/Partnership Firm or Proprietor or Individual.
- 5.4.3 **Allowance of only one bid** :Each Bidder shall submit only one Bid in a single work. If the same bidder bids separately as a partner in any other partnership firm/consortium/joint venture or as proprietor/principal shareholder of any firm/company in the same work, all of their bids will be treated as disqualified.
- 5.4.4 **Tender Document Fee**:Bidders are required to remit non-refundable tender document fee as mentioned in Data sheet through Demand Draft in favour of “Executive Engineer, Siliguri Irrigation Division payable at Siliguri”.

## 5.5 **Cost of Bidding:**

The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid, and the Superintending Engineer, North East Irrigation Circle -I or Concerned Executing Division of I & W Dte.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, Superintending Engineer, North East Irrigation Circle -I, 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 India as well as in well circulated daily newspaper. Any further communications, corrigendum, addendum, etc. shall only be available on the e-auction portal of Govt. of India.
- 5.9.2 Any Corrigendum (a)/ Amendment(s) issued by the Superintending Engineer, North East Irrigation Circle -I, 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on CTU, 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, Superintending Engineer, North East Irrigation Circle -I, 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 Auction Document fees 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 (sub-clause: 5.3.2) as per format **Annexure-4** along with scanned copy of System generated UDIN.
- 6.1.7 Scanned Copy of valid CTE/CTO and no Due Certificate regarding royalty, cess, rent, other government dues & documentary evidence of experience of manufacturing of 20 (twenty) Lakhs of bricks in a year during last 4 (four) years 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)
- 6.1.11 Scanned Copy of relevant Credential as per Clause no 5.3.4
- 6.1.12 Scanned Copy of List of machineries as per Clause no 5.3.5 in Annexure-9 (Declaration of Machineries & Equipment) & Annexure-10 (Lease Agreement of Machineries and Equipment)

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

In addition to online submission of Technical Bids 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 East Irrigation Circle-I  
Debibari, Cooch Behar**

1. Original Demand Draft towards Tender Document Fee
2. Original Demand Draft towards Bid Security
3. Annexure - 1: Power of Attorney duly notarized on non-judicial stamp paper
4. Annexure - 2: Bid Letter
5. Annexure - 3: Affidavit duly notarized on non-judicial stamp paper
6. Annexure - 4: Eligibility criteria Certificate
7. Copy of self-attested valid CTE/CTO and no Due Certificate regarding royalty, cess, rent, other government dues & documentary evidence of experience of manufacturing of 20 (twenty) Lakhs of bricks in a year during last 4 (four) years from concerned SDLLRO/DLLRO **for Brickfield owners**

only.

8. Annexure-7 (Geo Location of the site)
9. Annexure-8 (Declaration against common Interest)
10. Annexure-9 (Declaration of Machineries and Equipment)
11. Annexure-10 (Lease Agreement of Machineries and Equipment)

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

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

- (a) Made a complete and careful examination of the auction document and unconditionally and irrevocably accepted the terms thereof.
- (b) Reviewed all relevant information provided by the Auction Inviting Authority, the Superintending Engineer, North East Irrigation Circle -I, 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 Auction Inviting Authority, the Superintending Engineer, North East Irrigation Circle -I, I&W Dte
- (d) Satisfied itself about all matters for submitting an informed bid, in accordance with this auction 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 Superintending Engineer, North East Irrigation Circle -I, 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte

### **6.4 Verification and Disqualification will be made by Tender Evaluation Cell of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte.**

6.4.1 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. reserves the right to verify all statements, information and documents submitted by the Bidder in response to the auction 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte thereunder.

6.4.2 The Tender Evaluation Cell of the Superintending Engineer, North East Irrigation Circle -I 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte, the supplemental information sought by I&W Dte. for evaluation of the bid, or
- (c) Any act or omission of the Bidder results in violation of or non-compliance with the Act, the rules thereunder, this auction document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

6.4.3 Any rejection of a bid as above may lead to the disqualification of the Bidder for bidding for any auction or allotment conducted by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. for a period of 3 (three) years starting from the date of appropriation/ forfeiture of the Bid

Security or any other earlier date specified by the Superintending Engineer, North East Irrigation Circle - I, I&W Dte.

- 6.4.4 In the aforementioned events, the Superintending Engineer, North East Irrigation Circle -I, 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. under the auction 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 the Superintending Engineer, North East Irrigation Circle -I, 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 Auction Inviting Authority of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. 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**

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 Superintending Engineer, North East Irrigation Circle -I, I&W Dte.

## **6.7 Bid Security**

- 6.7.1 The Bidders shall pay the Bid Security amount as mentioned in data sheet through Demand Draft drawn in favour of **“Executive Engineer, Siliguri Irrigation Division, payable at Siliguri”**.

- 6.7.2 Save and except as provided in this auction documents, the Bid Security of the unsuccessful Bidders will be refunded from the office of **the Superintending Engineer, North East Irrigation Circle -I, I&W Dte.** without any interest, within 7 (seven) days from date of signing of agreement and the Bid Security of the H1 bidder will be returned by concerned Executive Engineer, I&W Dte. after successful completion of the work.

- 6.7.3 the Superintending Engineer, North East Irrigation Circle -I, 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 auction document. The Bidder, by submitting its bid pursuant to this Auction Document, shall be deemed to have acknowledged and confirmed that I&W Dte. 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 Auction 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 Irrigation & Waterways Department, Govt. of WB under the Auction 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 Auction 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 ValidityofBids**

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

## **6.9 RejectionofBids**

6.9.1 Notwithstanding anything contained in this Auction Document, the Superintending Engineer, North East Irrigation Circle -I, I&W Dte reserves the right to reject any bid and/or to annul the auction process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

6.9.2 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. reserves the right not to proceed with the auction process at any time, without notice or liability and to reject any bid without assigning any reasons.

6.9.3 Without prejudice to the generality of the foregoing, the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. reserves the right to reject any bid on any criteria specified in this auction document, including without limitation, the following :

- (a) bids have not been submitted with all the information and details listed in this tender document
- (b) bidder does not provide, within the time specified by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte, the supplemental information sought by the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. for evaluation of the bid
- (c) submitted bid is conditional or qualified
- (d) bids have been submitted without Bid Security/ auction document fee or beyond period of validity
- (e) bids have been submitted without Affidavit, Power of Attorney, Bid Letter and Eligibility Criteria (Annexure-4)
- (f) bids have been submitted where techno-commercial bid contain any information regarding the financial bid
- (g) bids have otherwise not been submitted in accordance with the auction document

Bids will be rejected in case of non-compliance of the provisions contained in sub clause no. 5.3, 6.1 & 6.2

## **6.10 FinancialBidthroughe-auction**

6.10.1 The Bidder shall submit the Financial Bid greater than starting Bid Price as mentioned in the Data Sheet through e- auction portal. **The Financial Bid will be quoted in incremental of Rupee. 0.5/- (Paise 50 in e-Auction Portal).**

1. The e-auction will be closed within the time frame as mentioned in this bid document. However, if there is any bid within elapse time of ten minutes of closing time, the bid shall automatically be extended by the system by another ten minutes and continued to be extended in the same manner by another ten minutes until there is no bid within the last ten minutes.
2. It shall be the responsibility of the bidders to inspect and satisfy themselves about the parameters of the block mentioned in the bid document placed in the e-auction process.
3. The Bidder that submits the highest Bid Value in terms of Rupees (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, based upon challan generated during execution of work.
  5. The Bid Value shall remain valid for 180 days from the Bid Due Date. Due i.e. Date from the bid submission date upto issuance of work order date...
- 6.10.2 The quoted Financial Bid amount shall mandatorily be paid in the WBMDTCL Portal at regular interval on the basis of approval of requisition of challan through centralized portal.
- 6.10.3 If Technically Qualified Bidder(s) abstain from dynamic e-auction, the Bidder(s) will be debarred from participating in e-Auction for next 1(one) year. If due to such non-participation in e-Auction, minimum participation criteria (at least three qualified bidders) of dynamic e-Auction is jeopardized and the auction becomes cancelled, Bid Security of the defaulter Bidder(s) will be forfeited and the Bidder(s) will be debarred from participating in e-Auction for next 3(three) years.

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

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

- 7.1.1 the Superintending Engineer, North East Irrigation Circle -I, 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 India as per the schedule given in the Schedule of Bidding Process. In case the date is either declared a holiday for Irrigation & Waterways Department, Govt. of WB or the date is considered for statewide complete lockdown as declared by Government of West Bengal, the bids shall be opened at the appointed time on the next working day.
- 7.1.2 In case the original mandatory documents related to the Technical Bid are not received physically by the Superintending Engineer, North East Irrigation Circle -I, 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 Tender Evaluation Cell within the Superintending Engineer, North East Irrigation Circle -I comprising of i) Chief Engineer (D&R)-Chairman ii) Concerned Chief Engineer Member iii) Superintending Engineers of Central Tender Unit, 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 Cell.
- 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 responsive, may be rejected by the Superintending Engineer, North East Irrigation Circle -I, 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 Cell of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. 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 clarifications 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. and the Technical Bid of the Bidder may be evaluated by Bid Evaluation Cell of the Superintending Engineer, North East Irrigation Circle -I 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 Cell of the Superintending Engineer, North East Irrigation Circle -I 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 recommended by the Bid Evaluation Committee as being technically qualified and such Technically Qualified Bidders shall be considered for participating in e-auction.

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

- 7.3.1 The e-auction will be conducted 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 Bid Price in terms of **Rs. / Cum** shall be declared as H1 Bidder. The Bid Evaluation Sheet containing quoted bids of the bidders in e-auction will be downloaded and duly **Test Checked** by the DAO, Hooghly Irrigation Division before uploading the same in the portal. The Superintending Engineer, North East Irrigation Circle -I 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 the Superintending Engineer, North East Irrigation Circle -I, by**
- (a) The Concerned Executive Engineer, I&W Dte. estimated volume of riverbed materials to be dredged/de-silted upto 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. upto 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 15 (fifteen) days of issuance of LOI/LOA.
- 7.3.5 In case the Preferred Bidder fails to submit the Performance Security in terms of Bank Guarantee for

signing the De-silting/Dredging/removal of river bed materials Agreement within the specified time, IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB shall, at its sole discretion, cancel the LOI/LOA and forfeit the Bid Security.

## **8. Utilization of dredged/de-silted river bed materials**

- 8.1 The Contractor (HI Bidder) shall utilize the dredged/de-silted quantity of River bed materials naturally found in the river bed except the quantity (7,494.00 cum as mentioned in Data Sheet, SI No-8, Page-4), which will have to be utilized in strengthening of the bank/embankment of the river/channel as per direction and satisfaction of IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB, after complying with the relevant statutory rules & regulations and after payment of all statutory fees along with the bid amount. Royalty, cess, DMF & bid amount will be applicable for the entire quantity of de-silted/dredged material.
- 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 river bed materials actually executed by the Contractor. The field wing will also direct the contractor to utilize the scheduled quantity of river bed materials in bank/embankment of the river/channel.

## **9. Scope of Work**

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

- 9.1.1 Upon issuance of AOC, the contractor shall prepare a work plan schedule taking into consideration 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 preferred bidder shall have to submit Performance Security of requisite amount as per Annexure-5 within 15 (fifteen) days from the Date of Issuance of LOI. The contractor will enter into an Agreement with the Bid Accepting Authority within 7 (seven) days from the date of submitting the Performance Security the Contractor shall also have to commence the work within 15 (fifteen) days from the date of agreement.
- 9.1.4 The contractor shall achieve the Dredging/ De-silting quantity as fixed in the work plan schedule.
- 9.1.5 The quantity achieved will be measured in volumetric basis as per the e-challan generated from the central online portal and cross checked by pre-work and post work level at regular interval and with periodic visits made by the I&WD officials to the site.
- 9.1.6 IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB may carry out surprise visits/ check surveys at its own discretion and any discrepancy found during reconciliation shall have to be resolved by the Contractor.
- 9.1.7 IRRIGATION & WATERWAYS DEPARTMENT, GOVT. OF WB may direct the Contractor to undertake weighing of vehicles carrying river bed materials at nearby designated weighbridge on a

sample basis from time to time, at its own discretion and any discrepancy found shall have to be resolved by the Contractor in a manner satisfactory to IRRIGATION & WATERWAYS DEPARTMENT.

## **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. 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.
- 9.2.3 Water sprinkling shall be done by the Contractor for dust suppression on the working site, roads, reach, dumps etc. and shall be to the satisfaction of IRRIGATION & WATERWAYS DEPARTMENT. The Contractor shall deploy and continuously operate sufficient number of water sprinklers of capacity for suppression of dust. The Contractor is sole responsible for dust suppression, other environmental protection requirement and amenities.
- 9.2.4 Mobilization of men and machinery/ vehicles to the site will be the sole responsibility of the Contractor
- 9.2.5 The Contractor shall be solely responsible for any accident to/ by the equipment/ vehicles deployed or any accident to any personnel or the staff or workers deployed or any others during the operation of the contract. All claims or compensation towards such accident shall be settled by the Contractor and I&WD, GoWB shall not be responsible for any such compensation/ claims.
- 9.2.6 The Contractor shall indemnify, defend, save and hold harmless I&WD, Govt. of WB and its officers, servants, agents, Government Instrumentalities and I&WD. GoWB owned and/or controlled entities/enterprises, (the " I&WD, Govt. of WB 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 I&WD, Govt. of WB or from any negligence of the Contractor under any contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the Agreement on the part of I&WD, Govt. of WB Indemnified Persons.
- 9.2.7 The Contractor shall adequately handle any local issues if arises, impacting the operations and maintenance of the project.
- 9.2.8 The Contractor is directly responsible and liable for payment of minimum wages and other obligations such as medical claims, PF and compensations under Workman Compensation Act and Rules made there under, P.F Act / Rules, Minimum Wages Act & Payment of Bonus Act, Industrial Dispute Act 1947, Contract Labour (Regulation & Abolition) Act 1970, and any other labour, legislation, for the persons engaged by him.

- 9.2.9 The Contractor shall obtain required license under contract labour [Regulation and Abolition] Act 1970 and Rules made there under. The Contractor shall maintain all the records as required by PF Statutory authorities and submit necessary returns as per the provisions of the Act.
- 9.2.10 No personnel below 18 years shall be deployed at the site.
- 9.2.11 All the required Medical facilities shall be provided to the personnel deployed by Contractor for operation and maintenance of equipment /vehicle.
- 9.2.12 The Contractor shall ensure adherence to all norms of Environment Pollution as per extant laws and shall ensure no adverse effect on lives and livelihoods of the habitats near the location of the river bed is made by their operations.
- 9.2.13 The contractor must abstain from rash driving of transportation vehicles at the populated area. Sufficient number of personnel will have to be deployed by him for controlling/diverting movement of such vehicles wherever necessary.

## **10. Performance Security**

### **10.1 Submission of Performance Security**

- 10.1.1 The Preferred Bidder prior to the signing of the agreement shall submit a Performance Security in the form of Bank Guarantee as mentioned in the data sheet within 15 (fifteen) days of receipt of LOI.
- 10.1.2 This Bank Guarantee shall be payable at Siliguri, 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, Siliguri Irrigation Division.
- 10.1.3 The Performance Security should be valid for the entire contract period plus an additional 180 days Claim Period from the date of expiry of Agreement.
- 10.1.4 The Performance Security shall be returned to the 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, I&W Dte. with the approval of LOA/LOI issuing authority may forfeit and invoke the Performance Security in full/part.
- 10.2.2 In case the contractor is found in violation of any terms of the agreement, I&WD, Govt. of WB at its sole discretion after providing a reasonable opportunity of hearing may appropriate a portion of the performance security subject to maximum 25% of the total amount for such violation on case-to-case basis. After hearing the contractor, a reasoned order will be issued by the Bid Accepting Authority.
- 10.2.3 In the event of part or total appropriation of the Performance Security during pendency of contract period, the contractor shall be required to top up the bank guarantee constituting the Performance Security within 15 (fifteen) working days of receipt of notice of such appropriation.

## **11. Termination**

### **11.1 Termination for Contractor Default**

- 11.1.1 The Subject to Applicable Laws and save as otherwise provided in the Contract, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of the Contract (the "Contractor Default"),

unless the default has occurred solely as a result of any breach of the Contract by 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 workplan 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 Irrigation & Waterways Department, Govt. of WB.
- (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 material adverse effect;
- (f) a resolution for winding up of the Contractor is passed;
- (g) any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under the Contract; and provided that:
  - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the Contract;
  - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the Contract and has a credit worthiness at least as good as that of the Contractor as at the Date of issuance of LOI;
- (h) Prolonged default of any obligation under the Agreement.
- (i) By convenience of 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 material effect on I&WD's rights, obligations or interests and which is false in material particulars;
- (l) the Contractor issues a termination notice in violation of the provisions of the Contract
- (m) the Contractor commits a default in complying with any other provision of the Contract if such default causes or may cause a material adverse effect; or
- (n) any other event or occurrence identified as a Contractor Default under the Contract has occurred.

11.1.2 Without prejudice to any other rights or remedies which 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.

## **11.2 Fraud & Corrupt Practices**

- 11.2.1 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, Tender Evaluation Cell of the Superintending Engineer, North East Irrigation Circle -I 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 TEC of the Superintending Engineer, North East Irrigation Circle -I 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 the Superintending Engineer, North East Irrigation Circle -I 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 maybe available to the Superintending Engineer, North East Irrigation Circle -I under the Auction Document and/ or otherwise.
- 11.2.2 Without prejudice to the rights of the Superintending Engineer, North East Irrigation Circle -I, I&W Dte, if a bidder is found by the Superintending Engineer, North East Irrigation Circle -I 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 the Superintending Engineer, North East Irrigation Circle -I, I&W Dte. during a period of 3 (three) years from the date such bidder is found by the Superintending Engineer, North East Irrigation Circle -I 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. the Superintending Engineer, North East Irrigation Circle -I 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
- 11.2.3 The following terms shall have the meaning hereinafter respectively assigned to them
  - (a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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/De-silting/Removal of river bed materials contract, as the case may be;
- (b) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction 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 auction process;
  - (d) “Undesirable Practices” means (i) establishing contact with any person connected with or employed or engaged by I&WD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
  - (e) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the auction 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.

### **11.3 Conflict of Interest**

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

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

### **11.4 Deviations**

the Superintending Engineer, North East Irrigation Circle -I, 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 inconsistency 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

## 12. Force Majeure

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

12.1 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 discovered through inspection of the Site; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

12.2 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.
- 12.3 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
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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 East Irrigation Circle-I,  
 Debibari, Cooch Behar

**Annexure 1: Format for Power of Attorney**

**(not to be submitted by Proprietorship Firm)**

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

Know all men by these presents, we.....(name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms(name),.....

..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the work " De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District-Darjeeling under 'No Cost to State Exchequer. " by adopting "Revenue Sharing" method under "No Cost to State Formula" being developed by Contractor including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other meetings and providing information/responses to the Superintending Engineer, North East Irrigation Circle -I, I&W Dte., representing us in all matters before the Superintending Engineer, North East Irrigation Circle -I, I&W Dte.), participation in the bidding process, representing us in all matters before the Superintending Engineer, North East Irrigation Circle -I, I&W Dte., signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Superintending Engineer, North East Irrigation Circle -I, 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 done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 2025

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 letterhead 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 East Irrigation Circle-I,  
Debbari, Cooch Behar**

Dear Sir,

Subject: Submission of Technical Proposal for work "De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District-Darjeeling under 'No Cost to State Exchequer. " by adopting "Revenue Sharing" method under "No Cost to State Formula"

RFP No. WBIW/SE/NEIC-I/RFP-04(e)/2025-26

1. We have examined the auction document mentioned in above subject and reference and understood its contents, hereby submit our Bid for. Our Bid is unconditional and unqualified.

I/We acknowledge that the Superintending Engineer, North East Irrigation Circle-I, 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.

2. This Technical Proposal is being submitted for the express purpose of qualifying as a Bidder under this RFP.

3. We acknowledge the right of the Superintending Engineer, North East Irrigation Circle-I, 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.

4. We understand that the Superintending Engineer, North East Irrigation Circle-I, I&W Dte. may cancel the

Bidding Process at anytime 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.

5. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
6. 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 bidders submitting a Technical Proposal/ Bid under this RFP.
7. 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.
8. 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.
9. 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.
10. 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 the Superintending Engineer, North East Irrigation Circle-I, I&W Dte. of the same immediately
11. 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 the Superintending Engineer, North East Irrigation Circle-I, I&W Dte.
12. 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:FormatforAffidavit

(TobeexecutedonNonjudicialstamp paperofRs.100/-anddulyNotarized)

LetterNo.[●]

Dated:[●]

To

**The Superintending Engineer  
North East Irrigation Circle-I,  
Debari, Cooch Behar**

Subject:" De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer." by adopting "Revenue Sharing" method under "No Cost to State Formula"

RFP No. WBIW/SE/NEIC-I/RFP-04(e)/2025-26

Sir,

Weherebysolemnlydeclarethatinrespectofanytender/contractissuedbygovernmentor

Anygovernmentinstrumentality:

- (a) none of our contracts have been terminated or foreclosed due to their defaultduring the last ten (10) years from the RFP publication date;
- (b) as on the RFP publication date the bidder is not blacklisted, 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 the Superintending Engineer,North East Irrigation Circle-I, I&W Dte;
- (e) we do not have any conflict of interest in accordance with various clauses of thistheRFPdocument.
- (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 variousclause of theRFPdocument; 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 collusivebiddingor 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 ofstatutory 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, the Superintending Engineer, North East Irrigation Circle-I, 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 the Superintending Engineer, North East Irrigation Circle-I, 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 the Superintending Engineer, North East Irrigation Circle-I, 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 Cell of the Superintending Engineer, North East Irrigation Circle-I based on verification and will be final and binding on the bidder
- (e) The bidder will allow Tender Evaluation Cell of the Superintending Engineer, North East Irrigation Circle-I to verify all such internal documents of the bidder on demand by the Superintending Engineer, North East Irrigation Circle-I, 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 letterhead 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**  
**Siliguri Irrigation Division**  
**Irrigation & Waterways Directorate**  
**Siliguri**

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, Siliguri Irrigation Division for the work " De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer. " by adopting "Revenue Sharing" method under "No Cost to State Formula"

RFP No : WBIW/SE/NEIC-I/RFP-04(e)/2025-26

2. The Agreement requires the Contractor to furnish a Performance Security to the Executive Engineer, Siliguri Irrigation Division of a sum of **Rs. 13,19,002.00** 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, Siliguri 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, Siliguri Irrigation Division shall claim, without Executive Engineer, Siliguri 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, Siliguri 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, Siliguri 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, arbitrator 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, Siliguri 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, Siliguri Irrigation Division to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- v) Executive Engineer, Siliguri 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, Siliguri 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, Siliguri Irrigation Division, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by Executive Engineer, Siliguri 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, Siliguri 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, Siliguri 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 hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by Executive Engineer, Siliguri Irrigation Division on the Bank under this Guarantee not later than six months from the date of expiry of the Guarantee Period, all rights of Executive Engineer, Siliguri Irrigation Division under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- viii) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of Executive Engineer, Siliguri 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 thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by Executive Engineer, Siliguri 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, Siliguri 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 .....

**Annexure6:DraftDredging/De-silting/RemovalofriverbedmaterialsAgreement**

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

NowthisAgreementwitnessesasfollows:

InthisAgreement,wordsand expression shallhave the samemeaningsas are respectively assigned tothem intheConditionsofRequestofProposalfor the work" **De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under ‘No Cost to State Exchequer.’** by adopting “**Revenue Sharing**” method under “**No Cost to State Formula**”asperRFPNo.- **WBIW/SE/NEIC-I/RFP-04(e)/2025-26** hereinafterreferredto,andthey shallbedeemed toform andbe read and construed as part of this Agreement.

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

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

was hereunto affixed in the presence of:.....

Signed, Sealed, and Delivered by the said.....

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

Binding Signature of Contractor [ signature of an authorized representative of the Contractor]

(Note:Agreementas approvedbyGovt.ofWestBengalwillbefollowed)

Encl.ValidCTOCertificate

### Annexure7: Geo Location of the site

| Sl. No. | Name of River/Khal/Reservoir     | Latitude & Longitude (Strat point)      | Latitude & Longitude (End point)        | Estimated Quantity of Desilted Earth in Cum |
|---------|----------------------------------|---|---|---|
| 1.      | Mahananda River<br>SMC (5.80 Km) | Lat: 26°46'50.4"N<br>Long: 88°26'23.8"E | Lat: 26°41'40.5"N<br>Long: 88°24'29.2"E | 1,49,886.60 Cum                             |

| Sl. No. | Name of work  | Geographic Location  | Mouza | G.P. | Block | P.S.     | District   |
|---------|---|--|-------|------|-------|----------|------------|
| 1.      | De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer by adopting "Revenue Sharing" method under "No Cost to State Formula" | Start point<br>SMC (0.0 Km)<br>Lat: 26°46'50.4"N<br>Long: 88°26'23.8"E<br><br>End point<br>SMC<br>(5.80 Km)<br>Lat: 26°41'40.5"N<br>Long: 88°24'29.2"E | SMC   | SMC  | SMC   | Siliguri | Darjeeling |

(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 East Irrigation Circle-I,  
Debibari, Cooch Behar

Subject : De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer by adopting "Revenue Sharing" method under "No Cost to State Formula"

Ref. :RFP No.- WBIW/SE/NEIC-I/RFP-04(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/NEIC-I/RFP-04(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:

## **Annexure-9 : Declaration of Machineries & Equipment**

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

To  
The Superintending Engineer  
North East Irrigation Circle-I,  
Debibari, Cooch Behar

Subject : De siltation of river Mahananda within a length of 5.8 KM from Champasari Bridge to U/S of Noukaghat Bridge under SMC area District- Darjeeling under 'No Cost to State Exchequer by adopting "Revenue Sharing" method under "No Cost to State Formula"

Ref. :RFP No.- WBIW/SE/NEIC-I/RFP-04(e)/2025-26      Auction ID : .....

Sir,

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

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

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

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

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

Dated this.....day of .....2026

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:  
Designation:

**Annexure-10 : Lease Agreement of Machineries and Equipment**

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

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

1) .....

with office address

being **LESSOR AS FIRST PARTY.**

having PAN.....

2) .....

with office address

being **LESSEE AS SECOND PARTY**

(Lessee i.e. owner of machine)

having PAN.....

The **FIRST PARTY** approached the **SECOND PARTY** for the following machine/ machines to be Leasedout and it is mutually agreed by both the parties for such Lease Agreement with a condition that the**FIRST PARTY** shall pay Rs. .... (in words) permonth for the machine/ machines to **SECOND PARTY** for completion of the project invited by the Central Tender Unit (CTU) being e-Auction Inviting Authority vide RFPNo.- **WBIW/SE/NEIC-I/RFP-04(e)/2025-26** till its completion.

Machineries Information :

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

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

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

Dated this.....day of .....2026

(Signature of the First Party with seal)

(Signature of the Second Party with seal)

**Copy forwarded for information to:-**

1. The Additional Chief Secretary to the Govt. of West Bengal, I&WD, 1st Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
2. The Chairman & Managing Director, WBMDTCL, DJ-10, DJ Block, Sector-II, Salt Lake City, Kolkata-700091.
3. The Secretary to the Govt. of West Bengal, I&WD, 1st Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
4. The Chief Engineer (D&R), I&W Dte., 2nd Floor, Jalsampad Bhawan, Salt Lake, Kolkata-700091
5. The Chief Engineer (North East), I&W Dte., Club Road, Jalpaiguri.
6. Chief Engineer(WBMIFMP), I&W Dte., Jalsampad Bhawan, 9th floor, Salt Lake, Kolkata-700091
7. The Sabhadhipati, District-Cooch Behar.
8. The Sabhadhipati, District- Jalpaiguri.
9. The Sabhadhipati, District-Darjeeling.
10. The District Magistrate, District- Cooch Behar.
11. The District Magistrate, District- Jalpaiguri.
12. The District Magistrate, District- Darjeeling.
13. The Superintending Engineer, North East Irrigation Circle-II, I&W Dte., Club Road, Jalpaiguri, **with the request to arrange further circulation.**
14. The Executive Engineer, Siliguri Irrigation Division, I&W Dte., Siliguri, **with the request to arrange further circulation.**
15. Guard File.
16. Notice Board, North East Irrigation Circle-I, Debibari, Cooch Behar .

  
13/3/2026  
Superintending Engineer  
North East Irrigation Circle-I  
Debibari, Cooch Behar