



Office of the
Paschim Medinipur Zilla Parishad
Medinipur, Paschim Medinipur District, Pin. 721101

Memo. No. 70/Purta

Dated: 09/04/2025

Auction Title: NIA/01/25-26/PAS MIDZP

Request for Proposal (RFP)

for

Selection of Contractor for Dredging/De-silting/Removal of river bed materials for flood mitigation & management from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity following Government norms and orders of Hon'ble courts

RFPNo. GMP/NIA/01/25-26/PAS MIDZP

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Schedule Sheet

Name of Work	Selection of Contractor for Dredging/De-silting/Removal of river bed materials for flood mitigation & management from River Shilabati from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity following Government norms and orders of Hon'ble courts
RFPNO	GMP/NIA/01/25-26/PAS MIDZP
e-auction portal of Govt. of West Bengal	https://eauction.gov.in
Period for Downloading of RFP	11.04.2025, 06.00PM to 19.05.2025, 05.00PM
Date of publication of e-Auction on website	11.04.2025, 06.00PM
Submission Start Date:	21.04.2025, 11.00AM
Submission End Date:	19.05.2025, 05.00PM
Approval Start Date:	21.05.2025, 11.00AM
Approval End Date:	23.05.2025, 05.00PM
Auction Start Date:	26.05.2025, 11.00AM
Auction End Date:	27.05.2025, 12.00PM
Last Date of sending Pre-Bid Queries	16.04.2025, 05.00PM
Email address for submitting pre-bid queries	aeopasmidzp@gmail.com
Date, Time and venue of Pre-Bid Conference	17.04.05, 04.00PM at Paschim Medinipur Zilla Parishad Campus
Last Date Time for Submission of Technical Bid documents by online	19.05.2025, 05.00PM
Conduct of electronic auction Note: In auction platform "Rs. / Rupees/" may be read as "Cubic Feet (cft)"	Cubic Feet (cft)
Intimation to the Preferred Bidder	To be intimated later
Nodal Officer/Contact Details	DE, Paschim Medinipur Zilla Parishad, Midnapore - 721101

Note- Above schedule may be changed by PASCHIM MEDINIPUR ZP at any time . Please check the website: <https://www.zpmidwest.org> and online NIC tender portal from time to time for further updates

Date Sheet

Sl No	Parameter	Details
1.	Total estimated volume of River Bed Materials to be Dredged/ De-silted/ Removed following Govt. norms	13,79,92,229.00 cubic feet (approximately)
2.	Floor Volume for bidder (Volume of earth to be shared by the Bidder to the Government) following Govt. norms	68,99,611.00 cubic feet (5% of total volume)
3.	Non-refundable Tender Document Fee (to be submitted by Demand Draft)	Rs. 3,000 in favour of “FC&CAO” Paschim Medinipur Zilla Parishad
4.	Amount of Bid Security (to be submitted by Demand Draft) (to be deposited in the e-procurement portal of Govt. of West Bengal through online payment mode) (as per Clause 6.8)	Rs. 27,59,845/- (Rupees Twenty-Seven Lakh Fifty-Nine Thousand Eight Hundred Forty-Five Only) in favour of “FC&CAO” Paschim Medinipur Zilla Parishad
5.	Amount of Performance Security (to be furnished in the form of a Bank Guarantee from a Scheduled Commercial Bank in India payable at Medinipur, Paschim Medinipur West Bengal before signing of the agreement. (As per Annexur-5) (if applicable as per clause 10.3)	Rs. 82,79,534/- (Rupees Eighty-Two Lakh Seventy-Nine Thousand Five Hundred Thirty-Four Only) in favour of “FC&CAO” Paschim Medinipur Zilla Parishad
	Non-refundable Administrative/ Supervision Cost (to be submitted by Demand Draft)	Rs. 27,59,845/- in favour of “FC&CAO” Paschim Medinipur Zilla Parishad
	Bid Volume beyond which Additional performance security will be applicable	

**** In addition to the offered Floor Volume, the Bidder has to provide 2% of excavated earth, to the Irrigation & Waterways Department in different locations within the zone of excavation for bank protection work, land & embankment development etc. during the Dredging / De-siltation operation.**

*****In addition to the offered Floor Volume the H1 Bidder has to pay all the statutory payments i.e. (Royalty + Cess + DMF + IT + GST which comes approx. Rs. 111/- per 100 cft, for generating Challan for disposal.**

If the authority wants to receive the financial bid @ incremental value of Floor volume from the H1 Bidder in terms of fund to be transferred by H1 bidder after deduction of royalty.

1. Disclaimer

- 1.1. This document is not an agreement or an offer by Paschim Medinipur ZP to bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their proposal.
- 1.2. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for Paschim Medinipur ZP 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 Paschim Medinipur ZP 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 PASCHIM MEDINIPUR ZP nor their employees or their consultants shall have any liability to any bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP to shortlist Technically Qualified bidders or to select a Preferred/ Successful bidder. PASCHIM MEDINIPUR ZP reserves the right to annul the bidding process and/or to reject all bids, at any stage, without incurring any liability to the bidders or any third parties.
- 1.6. The bidder should confirm that the document downloaded by them from the e-auction portal of Govt. of West Bengal is complete in all respects including all annexure and attachments. In the event that the document or any part thereof is mutilated or missing, the bidder shall notify PASCHIM MEDINIPUR ZP immediately at the following address:
- 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP.

- 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. PASCHIM MEDINIPUR ZP 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. PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP's action. Decision of PASCHIM MEDINIPUR ZP shall be final and binding in this regard.
- 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 PASCHIM MEDINIPUR ZP.
- 1.15. The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. PASCHIM MEDINIPUR ZP and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- 1.16. By responding to the RFP, the bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The bidder hereby expressly waives any and all claims in respect thereof.
- 1.17. 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.

- 1.18. All information provided in this RFP shall be read together with the Act and Rules made there under and the Act/ Rules/ Notifications and relevant orders of National Green Tribunal/High Court/Supreme Court, as the case may be, shall prevail.

**SD/-
District Engineer,
Paschim Medinipur ZP,
Medinipur, Dist. – Paschim Medinipur, Pin - 700124**

2. List of Abbreviations

FY	Financial Year
GST	Goods and Services Tax
GSTIN	Goods and Service Tax Identification Number
INR	Indian Rupee
I&WD	Irrigation and Waterways Department
LOI	Letter of Intent
PAN	Permanent Account Number
PF	Provident Fund
PWD	Public Works Department
RFP	Request for Proposal
TAN	Tax Deduction Account Number
CTE/CTO	Consent to Establish / Consent to Operate
LLP	Limited Liability Partnership
CCTV	Closed-Circuit Television
OCR	Optical Character Recognition
RTO	Regional Transport Office
SOP	Standard Operating Procedure
VTD	Vehicle Tracking Device

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 maybe within the site location as per the report of Irrigation & Waterways Department
- 3.1.3 **“Agreement”** or **“Dredging/De-silting/ Removal of river bed materials Agreement”** means the agreement to be entered into between PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP, 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 PASCHIM MEDINIPUR ZP / 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 Bid, along with any additional information/clarifications required / sought by PASCHIM MEDINIPUR ZP, and the Financial Bid.
The “Bid Evaluation Committee” shall mean the committee of officers of PASCHIM MEDINIPUR ZP and its advisors and consultants.
- 3.1.8 **“Bidder”** shall be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship having valid Trade License Firm or Individual having valid Trade License or an agency with valid CTE/CTO permission.

- 3.1.9 **“Bid Document” or “Bidding Document” or “Tender Document” or “RFP document” or “RFP”** means this document issued by PASCHIM MEDINIPUR ZP and shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by PASCHIM MEDINIPUR ZP 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.
- 3.1.10 **“Business Day/ business day”** means a day other than a Sunday or a public holiday as declared by the Government of West Bengal.
- 3.1.11 **“Commencement Date”** is the date of signing of an agreement between Successful bidder and PASCHIM MEDINIPUR ZP.
- 3.1.12 **“Company/LLP” or “Corporate Entity”** means a Company/ LLP as defined in the Companies Act 1956/ 2013 or Partnership Firm under The Partnership Act, 1932.
- 3.1.13 **“Cubic feet/cft”** will mean as defined in the Legal Metrology Act 2009 and West Bengal Legal Metrology Enforcement Rules 2011
- 3.1.14 **“Dredging/De-silting/Removal of river bed materials Contractor” or “Contractor”** refers to the Successful Bidder with whom Agreement has been signed after he accepted the LoI and submitted the Performance Security.
- 3.1.15 **“Financial Year”** shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year
- 3.1.16 **“Floor Volume”** shall mean the minimum share of volume of de-silted Silt/Soil/Earth to be shared by the bidder with PASCHIM MEDINIPUR ZP as specified in the Data Sheet of this RFP
- 3.1.17 **“Holding company/ LLP”** shall have the meaning given to it under the Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932
- 3.1.18 **“Share of Volume”** means the total volume of Silt/Soil/Earth in cubic feet, the Contractor declares to share with PASCHIM MEDINIPUR ZP following Govt. rules and norms in the Financial Bid through e-auction.
- 3.1.19 **“Technically Qualified Bidder”** means a bidder whose Technical Bid is responsive and meets the requirements to the satisfaction of PASCHIM MEDINIPUR ZP as per the terms and conditions of the RFP and is shortlisted for e-auction.
- 3.1.20 **“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.
- 3.1.21 **PASCHIM MEDINIPUR ZP means** The District Engineer of Paschim Medinipur Zilla Parishad who will function as a Bid inviting as well as Bid Accepting Authority as per resolution in Artho Sanastha Unnayan –O- Parikalpana Stahaye Samiti dated _____
- 3.1.22 **Technical–Bid Evaluation as well as work monitoring Committee:** - A Committee comprising of concerned Executive Engineers of I&W Department, an authorized representative from ADM(LR) and tender committee of Paschim Medinipur Zilla Parishad will function as a Technical Evaluation as well as work monitoring committee.
- 3.1.23 **Consortium** means a consortium constituted by the maximum 4 (Four) nos. of Agency.
- 3.1.24 **“Additional Performance Security”** shall have the meaning given to it in Clause 10.3 of this RFP.
- 3.1.25 **“Bid Due Date”** shall mean the last date and time for submission of bids, as

- mentioned in the Schedule of Bidding Process.
- 3.1.26 “Bid Security” shall mean the amount specified in the Data Sheet to be submitted by bidders in accordance with Clause 6.8 of this RFP.
- 3.1.27 “Bid Validity Period” shall mean a period of 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be requested by PASCHIM MEDINIPUR ZP to all bidders.
- 3.1.28 “Bid/ Bidding Process” shall mean the process governing the submission and evaluation of the bids as set out in this RFP document.
- 3.1.29 “Conflict of Interest” shall have the meaning given to it in Clause 12.3 of this RFP.
- 3.1.30 “Contract Period” shall have the meaning given to it in Clause 5.2 of this RFP.
- 3.1.31 “Corrigendum (a) and Amendment(s)” shall have the meaning given to it in Clause 5.13 of this RFP.
- 3.1.32 “Eligibility” shall have the meaning given to it in Clause 5.4 of this RFP.
- 3.1.33 e-procurement portal of Govt. of West Bengal shall refer to <https://wbenders.gov.in>.
- 3.1.34 “Desilting/Dredging/removal of river bed materials Site” or “Site” shall mean the site location as mentioned in schedule sheet where the Desilting/Dredging/removal of river bed materials operation is intended to be carried out
- 3.1.35 “Financial Proposal” or “Financial Bid” means the Financial Proposal submitted by a bidder, in accordance with the terms and conditions of this RFP document.
- 3.1.36 “Force Majeure” shall have the meaning given to it in Clause 13 of this RFP.
- 3.1.37 “Guarantee Period” shall have the meaning given to it in Annexures 6 and 7 of this RFP.
- 3.1.38 “H1 Bidder” shall have the meaning given to it in Clause 7.3 of this RFP.
- 3.1.39 “Monthly Desilting/Dredging/removal of river bed materials Schedule” shall have the meaning as given to it in clause 9.1.1 of this RFP
- 3.1.40 “Nodal Officers” shall mean Technical Bid Evaluation as well as work monitoring committee
- 3.1.41 “Performance Security” shall have the meaning as given to it in Clause 10.1 of this RFP.
- 3.1.42 “Pre-Bid Meeting” means pre-bid meeting to be held as per the schedule indicated in the Schedule of Bidding Process.
- 3.1.43 “Preferred Bidder” means the bidder selected by PASCHIM MEDINIPUR ZP as per Clauses of this RFP
- 3.1.44 “Quarter” shall mean a reference to the period of three months commencing from April 1, July 1, October 1, and January 1, as the case may be
- 3.1.45 “Quarterly Desilting/Dredging/removal of river bed materials Schedule” shall be equal to three times the Monthly Desilting/Dredging/removal of river bed materials Schedule
- 3.1.46 “Remaining Volume of Dredged/Desilted Silt/Soil/Earth” shall be defined as the

- balance volume of Dredged/Desilted/Excavated Silt/Soil/Earth after Share of Volume with Technical Bid Evaluation as well as work monitoring Committee
- 3.1.47 “Rules” shall refer to the Rules governing the Silt/Soil/Earth and/ or other materials Dredged/Desilted/excavated in the State of West Bengal.
- 3.1.48 “Silt/Soil/Earth” shall have the meaning defined as per u/s 3(e) MMDR Act 1957 & subsequent amendments. It is classified under three categories-Coarse, Medium and Fine as per particle size defined in ISO 14688-1
- 3.1.49 “Scope of Work” means all the work required to be undertaken by the Contractor in accordance with Clause 5.1 of this RFP.
- 3.1.50 “Stockyard” shall mean the area, identified by Contractor, within a distance of maximum 5 kms from the designated Desilting/Dredging/removal of river bed materials site, where materials wise segregation of river bed materials will be undertaken by the Contractor prior to stocking the river bed materials and from where despatch shall be done following Govt rules and norms.
- 3.1.51 “Stock measurement” shall have the meaning as given to it in Clause 9.2.7 of this RFP
- 3.1.52 “Subsidiary” shall have the meaning given to it under the Companies Act, 2013.
- 3.1.53 “Successful Bidder” shall have the meaning as given to it in Clause 4.1.8 of this RFP
- 3.1.54 “Total estimated volume of river bed materials to be Dredged/Desilted” shall have the meaning as given to it in Clause 4.2.2 of this RFP
- 3.1.55 “Total Volume of Other Dredged/Desilted materials” means the volume of river bed materials other than Silt/Soil/Earth,
- 3.1.56 “Work done” shall have the meaning as given to it in Clause 5.4.20 of this RFP

3.2 Rules of Construction

- 3.2.1 A reference to singular includes 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 provision 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 De-silting/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 PASCHIM MEDINIPUR ZP from the bidders

3.3 Governing Law and Jurisdiction of Courts

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

4 Background

- 4.1 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, decision had been taken at the District Review Meeting to take steps for Dredging/De-silting of some identified canals within the District.
- 4.2 PASCHIM MEDINIPUR ZP 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.
- 4.3 The Technical Bid submitted by the bidders shall be evaluated by the Bid Evaluation Committee of PASCHIM MEDINIPUR ZP in accordance with the terms & conditions set out in this RFP document. The Bid Evaluation Committee would recommend to PASCHIM MEDINIPUR ZP a list of Technically Qualified Bidders who can participate in e-auction. ***Bidder quoting the highest volume to be shared with PASCHIM MEDINIPUR ZP over the Floor volume as describe in Data Sheet shall be declared as the H1 Bidder.***
- 4.4 The Contractor shall be responsible for carrying out Dredging/ De-silting/ Removal of riverbed materials from site location as mentioned in Annexure-7. ***The Contractor after sharing the volume of Silt/Soil/Earths with PASCHIM MEDINIPUR ZP may utilize the remaining volume of dredged/ de-silted Silt/ Soil/ Earth after complying with relevant statutory rules/ regulations and orders of hon'ble courts.***
- 4.5 The publication of the RFP, publication of any Corrigendum(s)/ Amendment(s), as well as

the submission of Technical Bids and Financial Proposals shall be conducted on the e-auction portal of Govt. of India.

- 4.6 LOI will be issued to the H1 Bidder, subject to approval of PASCHIM MEDINIPUR ZP. The bidder who receives the LOI is termed as preferred bidder.
- 4.7 The Preferred Bidder shall be considered to be “Successful Bidder” upon:
 - 4.7.1 Continuing to be in compliance with all the terms and conditions of eligibility
 - 4.7.2 Acceptance of LOI issued by PASCHIM MEDINIPUR ZP within a stipulated time
 - 4.7.3 Submitting the Performance Security within a stipulated time
- 4.8 The Successful Bidder shall enter into an Agreement with PASCHIM MEDINIPUR ZP, in the form provided by PASCHIM MEDINIPUR ZP as part of the Bidding Documents pursuant hereto.
- 4.9 Description of the site: The location site is mentioned in Annexure-7

5. Instruction to Bidders

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

The scope of work for the Desilting/Dredging/removal of river bed materials Contractor is given below. The Desilting/Dredging/removal of river bed materials 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 Desilting/Dredging/removal of river bed materials Contract.

- 5.1 The Contractor shall bear and pay all costs, expenses and charges in connection with or incidental to the performance of its obligations in an environment friendly and sustainable manner mentioned hereunder, save as otherwise expressly provided in the agreement.
 - 5.1.1 The Contractor shall deploy required machinery, vehicles, operating crew/ manpower for the work.
 - 5.1.2 The Contractor shall undertake maintenance of the working site and maintain the smooth flow of inward and outward movement of motorable vehicles without disturbing the local traffic.
 - 5.1.3 The Contractor shall maintain approach road from working site to the nearest access road.
 - 5.1.4 The Contractor has to restrict any illegal activities and shall be responsible if any such activities take place within work site.
 - 5.1.5 The Contractor shall undertake the Dredging/ De-silting/ Removal of river bed materials activities complying all relevant provisions of Acts/ Rules/ Notifications including guidelines of Irrigation & Waterways Department (I&WD) of Government of West Bengal, issued from time to time, and shall arrange at its own cost to obtain any statutory clearances/ approvals if required to undertake the said scope of work.
 - 5.1.6 The Contractor shall develop necessary infrastructure and incur expenses to mitigate all

environmental risks related or incidental to the scope of this work

- 5.1.7 The Desilting/Dredging/removal of river bed materials Contractor shall undertake Desilting/Dredging/removal of river bed materials operations from site location mentioned in schedule sheet preferably from centre of the river/ specified places/ designated locations.
- 5.1.8 The Desilting/Dredging/removal of river bed materials Contractor shall identify the stockyard following Govt. rules and norms which shall be located within a distance of maximum 5 km from the designated Desilting/Dredging/removal of river bed materials site through purchase/ hire/ lease and shall be accessible by motorable road.

5.2 **Contract Period**

- 5.2.1 The period of contract will be initially 1(one) year. However, it will be decided in consultation with successful bidder by considering the local conditions and working seasons as the river/ water body cannot be accessed many months during monsoon season.
- 5.2.2 The tenure of the contract may be extended based on mutual discussion and sole discretion of PASCHIM MEDINIPUR ZP in public interest but not for more than **1(one) year**.
- 5.2.3 In case, the preferred bidder does not accept the LOI and execute the agreement within 14 days from the date of grant of LOI, reasoned decision shall be taken by PASCHIM MEDINIPUR ZP towards forfeiting the Bid Security. Additionally, if the contractor does not commence the work within 14 days from the date of signing of the agreement, reasoned decision shall be taken by PASCHIM MEDINIPUR ZP towards termination of the Agreement. If the Agreement is terminated in this regard, Performance Security will be forfeited if the Contractor is found responsible for non-commencement of the work. If the Contractor is not responsible then Performance Security shall be returned.

5.3 **Gestation Period**

- 5.3.1 Gestation period of 14 days will be provided to the Contractor from the date of execution of agreement.
- 5.3.2 The maximum contract period specified above is inclusive of the gestation period. There shall be no gestation period allowed on any extension periods if awarded.

5.4 **Eligibility Criteria**

- 5.4.1 The Bidder must be a company/LLP as per Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932 or Proprietorship having valid Trade License Firm or Individual having valid Trade License or Consortium comprising of maximum 04 members and

formed complying the rules.

AND / OR

An agency with valid CTE/CTO and must have no due certificate regarding royalty, cess, rent and other government dues from concerned SDLLRO/DLLRO

- 5.4.2 **The Bidder should have paid Aggregate royalty of Rs. 2,75,98,446/- (Rupees Two Crore Seventy-Five Lakh Ninety-Eight Thousand Four Hundred Forty-Six Only) to procure the soil/ earth as raw material for manufacturing of bricks or other Government works in best 3 years during the preceding 5 (five) Financial Years, i.e. FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY2024-25 (Provisional if account is not finalized)**
- 5.4.3 **The Bidder should have Aggregate turnover in re-excavation/ dredging work of Rs. 5,51,96,892/- (Rupees Five Crore Fifty-One Lakh Ninety-Six Thousand Eight Hundred Ninety-Two Only) in the best 3 years during preceding 5(five) Financial Years, i.e. FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 & FY2024-25 (Provisional if account is not finalized)**

5.5 **Documentary evidence**

- 5.5.1 For criteria 5.4.1, 5.4.2 & 5.4.3 the Bidder shall submit Certificate from Chattered Accountant.
- 5.5.2 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.
- 5.6 **Allowance of only one bid:** Each Bidder shall submit only one Bid. A Bidder shall be disqualified, and all bid securities shall be forfeited, if the bidder is found to have submitted or participated in more than 1 (one) bid
- 5.6.1 **Consortium** means a consortium constituted by the maximum 4 (Four) nos. of Agency.
- 5.7 **Tender Document Fee:** Bidders are required to remit non-refundable tender document fee as mentioned in Data sheet through Demand Draft in favour of **“FC&CAO, Paschim Medinipur Zilla Parishad”**.
- 5.8 **Cost of Bidding:** The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid, and PASCHIM MEDINIPUR ZP shall in no case be responsible or liable for those costs and risks.

5.9 **Site Visit**

- 5.9.1 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.
- 5.9.2 Bidders who do not visit the site shall be deemed to have appraised themselves of the site conditions necessary for preparing their bids.
- 5.9.3 The bidder may collect sample from site and analyze for ascertaining the components of river bed materials.

- 5.9.4 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.
- 5.9.5 Bidders shall bear their own costs and make own arrangements required for visiting the site.
- 5.10 **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.
- 5.11 **Clarifications on the Bidding Documents**
- 5.11.1 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
- 5.11.2 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. It will also be sent to the bidder through Mail. The source of the query shall not be revealed.
- 5.11.3 Bidders are advised to regularly check the e-auction portal of Govt. of India regarding the posting of clarifications, modifications, if any.
- 5.11.4 The last date for receipt of pre-bid queries is indicated in the Data sheet. Queries received after this date may not be considered.
- 5.12 **Issue of Corrigendum and Amendment to the Bidding Documents**
- 5.12.1 At any time prior to the Bid Due Date, PASCHIM MEDINIPUR ZP may at its own initiative or in response to a clarification or suggestion requested by a bidder, amend the provisions of RFP document or draft Agreement by issuing a Corrigendum (a)/ Amendment(s) to the RFP document or the draft Agreement, which shall be freely available for download on e- auction portal of Govt. of India. The Corrigendum (a) / Amendment(s) will be binding on the bidders and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid. Bidders are also advised to regularly check the e-auction portal of Govt. of India regarding posting of Corrigendum(a)/ Amendment(s), if any, which shall only be notified on the e-auction portal of Govt. of West Bengal. Any further communications, corrigendum, addendum, etc. shall only be available on the e- tender portal of Govt. of West Bengal and also be published in at least 01(One) newspaper.
- 5.12.2 Any Corrigendum (a)/ Amendment(s) issued by PASCHIM MEDINIPUR ZP 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.
- 5.12.3 No verbal clarifications and information provided by PASCHIM MEDINIPUR ZP or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on PASCHIM MEDINIPUR ZP unless subsequently confirmed through the issuance of

Corrigendum (a)/ Amendment(s).

- 5.12.4 In order to provide prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, PASCHIM MEDINIPUR ZP may, at its discretion, extend the Bid Due Date.

6. General conditions regarding submission of Bid

6.1 Online submission of Technical Bid

- 6.1.1 Scanned copy of Demand Draft of Tender Document fee as mentioned in the Data sheet
- 6.1.2 Scanned copy of Demand Draft of Bid Security as mentioned in the Data Sheet
- 6.1.3 Scanned copy of Power of attorney in the format specified in Annexure1
- 6.1.4 Scanned copy of Bid Letter in the format specified in Annexure 2: Format for Bid Letter authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder.
- 6.1.5 Scanned copy of the duly executed Affidavit in the format as specified in Annexure 3: Format for Affidavit
- 6.1.6 Scanned Copy for Eligibility Criteria as per format Annexure-4
- 6.1.7 Scanned Copy of self-certified **No Due Certificate regarding royalty, cess, rent and other government dues from concerned SDLLRO/DLLRO (For agency involved in soil/sand related works).**
- The Technical Bid shall be submitted online in the e-auction portal of Government of India
 - The Technical Bid shall not contain any information regarding the Financial Bid

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

- 6.2.1 In addition to online submission of Technical Bid as per Clause 6.1, Bidder shall submit duly executed original physical copies of the below mentioned documents to the following address so that they are received on or prior to the Bid Due Date as mentioned in schedule sheet failing which the Technical Bid shall be deemed to have not been received

**District Engineer,
Paschim Medinipur,
Paschim Medinipur Zilla Parishad**

1. Original Demand Draft of Tender Document Fee
2. Original Demand Draft of Bid Security
3. Annexure1: Power of Attorney
4. Annexure2: Bid Letter

5. Annexure3: Affidavit
 6. Annexure4: Eligibility criteria Certificate
 7. Self-certified No Due Certificate regarding royalty, cess, rent and other government dues from concerned SDLLRO/DLLRO
- 6.2.2 The Technical Bid shall not contain any information regarding the Financial Bid
- 6.2.3 The Bidder shall ensure that no financial bid shall be submitted through offline mode

6.3 Verification of Information by the Bidder

- 6.3.1 It shall be deemed that by submitting a bid, the Bidder has:
- (a) Made a complete and careful examination of the tender document and unconditionally and irrevocably accepted the terms thereof.
 - (b) Reviewed all relevant information provided by the PASCHIM MEDINIPUR ZP, 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 PASCHIM MEDINIPUR ZP
 - (d) Satisfied itself about all matters for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations.
 - (e) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.3.2 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP

6.4 Verification by PASCHIM MEDINIPUR ZP and Disqualification

- 6.4.1 PASCHIM MEDINIPUR ZP reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document and the Bidder shall, when so required by PASCHIM MEDINIPUR ZP, make available all such information, evidence and documents as maybe necessary for such verification. Any such verification or lack of such verification by PASCHIM MEDINIPUR ZP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PASCHIM MEDINIPUR ZP there under.
- 6.4.2 District Engineer/ Nodal Officer(s) reserves the right to reject any bid, and appropriate the entire Bid Security if:
- 6.4.2.1 At any time, a misrepresentation is made or uncovered,
 - 6.4.2.2 The Bidder does not provide, within the time specified by PASCHIM MEDINIPUR ZP, the supplemental information sought by PASCHIM MEDINIPUR ZP for evaluation of the bid, or

- 6.4.2.3 Any act or omission of the Bidder results in violation of or non-compliance with the Act, the rules thereunder, this tender document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.
- 6.4.3 Any rejection of a bid as above may lead to the disqualification of the Bidder for bidding for any tender or allotment conducted by PASCHIM MEDINIPUR ZP for a period of 3(three) years starting from the date of appropriation of the Bid Security or any other earlier date specified by PASCHIM MEDINIPUR ZP.
- 6.4.4 In the aforementioned events, PASCHIM MEDINIPUR ZP shall be entitled to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to PASCHIM MEDINIPUR ZP under the tender document, or otherwise, without any liability whatsoever.

6.5 Bid Due Date and Extension

- 6.5.1 Technical Bids should be uploaded online, and the physical copies of the documents required to be submitted in original as per the schedule mentioned in Schedule sheet. Technical Bids received by PASCHIM MEDINIPUR ZP after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 6.5.2 The Tender Inviting Authority / Nodal Officer(s), in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.

6.6 Modifications/ substitution/ withdrawal of bids

- 6.6.1 The Bidder may modify, substitute or withdraw its Technical Bid after submission, prior to the Bid Due Date. No Technical Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date, unless the same has been expressly sought by the PASCHIM MEDINIPUR ZP

6.7 Bid Security

- 6.7.1 The Bidder shall pay the Bid Security amount as mentioned in data sheet through Demand Draft in favour of **“FC & CAO, Paschim Medinipur Zilla Parishad”**.
- 6.7.2 Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by PASCHIM MEDINIPUR ZP, without any interest, within 60(sixty) days from date of signing of agreement.
- 6.7.3 PASCHIM MEDINIPUR ZP shall be entitled to forfeit and appropriate the Bid Security as damages, amongst others in any of the events specified in this tender document. The Bidder, by submitting its bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that PASCHIM MEDINIPUR ZP will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period

of bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

- 6.7.4 The Bid Security may be forfeited as damages without prejudice to any other right or remedy that may be available to the Department under the Tender Document and/or otherwise, under, inter alia, the following conditions:
- (a) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Section 12.2 of this Tender Document or submission of fraudulent/forged documents with their bids.
 - (b) In the case of Preferred Bidder, if it fails within the specified time limit to furnish the Performance Security and sign the Agreement

6.8 Validity of Bids

- 6.8.1 The Technical and Financial bid shall be valid for a period of 180 (one hundred and twenty) days from the Bid Due Date.
- 6.8.2 PASCHIM MEDINIPUR ZP has the right to extend the validity period of the bid.

6.9 Affidavit

- 6.9.1 The Contractor shall submit a duly executed Affidavit as per the format given in Annexure: Format for Affidavit.

6.10 Rejection of Bids

- 6.10.1 Notwithstanding anything contained in this Tender Document, PASCHIM MEDINIPUR ZP reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 6.10.2 PASCHIM MEDINIPUR ZP reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any bid without assigning any reasons.
- 6.10.3 Without prejudice to the generality of the foregoing, PASCHIM MEDINIPUR ZP reserves the right to reject any bid on any criteria specified in this tender document, including without limitation, the following:
- (a) bids have not been submitted with all the information and details listed in this tender document
 - (b) bidder does not provide, within the time specified by PASCHIM MEDINIPUR ZP, the supplemental information sought by PASCHIM MEDINIPUR ZP for evaluation of the bid
 - (c) submitted bid is conditional or qualified
 - (d) bids have been submitted without Bid Security/ tender 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 Technical bid contain any information regarding the financial bid
- (g) bids have otherwise not been submitted in accordance with the tender document

6.11 Financial Bid through e-auction

6.11.1 The Bidder shall submit the Financial Bid greater than Floor Volume as mentioned in the Data Sheet through e- auction portal. The Bidder shall quote Financial Bid greater than Floor volume of **68,99,611 cubic feet** and the Financial Bid may be quoted in multiples of **10,000 cubic feet** over and above Floor Volume.

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

In the E-auction portal the floor volume is 68,99,611 cft, now in e auction portal base value is entered as 68,99,611

The incremental value of bids is set as 10,000 cft.

Now during e-auction, if anyone puts a value of 10,000 it will mean an increase of bid from last quoted bid by 10,000 cft and thus, the new quoted of volume share with PASCHIM MEDINIPUR ZP is 69,09,611 cft.

Base Price (Cft.)	Incremental Bid (Cft.)	New Price (Cft.)
6899611	10000	6909611
6909611	10000	6919611
6919611	10000	6929611
6929611	10000	6939611
6939611	10000	6949611
6949611	10000	6959611
6959611	No new Bid Received	H1 Bidder

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

1. The e-auction will be closed 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 Sand Premium (H1) during the electronic auction process shall be declared as the “H1 Bidder”
 4. The bid once submitted cannot be cancelled /withdrawn and the preferred bidder shall be bound to pay the final bid amount.
 5. The highest volume share submit by the bidder shall remain valid for 180 days from the Bid Due Date.
- 6.11.2** The quoted Financial Bid shall be Share of Volume of Dredged/ De-silted Silt/Soil/Earth which is mandatorily shared with PASCHIM MEDINIPUR ZP.

7 Bid Opening & Evaluation

7.1 Opening of Technical Bid

- 7.1.1 PASCHIM MEDINIPUR ZP shall open all the Technical Bids and cross check the same with the documents uploaded in the e-auction portal of Govt. of West Bengal as per the schedule given in the Schedule of Bidding Process. In case the date is either declared a holiday for PASCHIM MEDINIPUR ZP or the date is considered for state wide 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 PASCHIM MEDINIPUR ZP 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.
- 7.1.3 The opening of the original documents related to the Technical Bid shall be as per schedule of the Bidding Process, in front of Bidders or their authorized representative (limited to maximum of 1 person) who choose to attend the same.

7.2 Evaluation of Technical Bid

- 7.2.1 PASCHIM MEDINIPUR ZP shall constitute a Bid Evaluation Committee consisting of concerned Executive Engineers of I&W Department, an authorized representative from ADM (LR) and tender committee of Paschim Medinipur Zilla Parishad to evaluate the Technical Bids received by it. PASCHIM MEDINIPUR ZP may also involve its advisors and consultants to assist it in the evaluation process.
- 7.2.2 The Technical Bids shall be first evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and

whether the Technical Bid is generally in order. It will be determined whether the Technical Bids 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 The Technical Bid shall then be evaluated in detail to determine whether they are fulfilling the Eligibility Criteria as per this RFP.
- 7.2.4 During the evaluation of the Technical Bid, the Bid Evaluation Committee/PASCHIM MEDINIPUR ZP may, at its discretion, ask the bidder for clarification on their Technical Bid, including on the documentary evidence submitted by them for the purpose of meeting the Eligibility Criteria. The request for clarification shall be sent to the Bidder in writing (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 PASCHIM MEDINIPUR ZP and the Technical Bid of the Bidder maybe evaluated by PASCHIM MEDINIPUR ZP without any further reference to the bidder.
- 7.2.5 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/PARTNERSHIPFIRM 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 PASCHIM MEDINIPUR ZP 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.
- 7.2.6 The Technical Bids 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 Thee-auction will be conducted on the date and time as mentioned in schedule sheet.
- 7.3.2 The Bidder quoting the highest Share of volume (in cubic feet) of

Dredged/Desilted Silt/Soil/Earth shall be declared as H1.

- 7.3.3 LOI will be issued to the H1 Bidder, subject to approval of PASCHIM MEDINIPUR ZP. The bidder who receives the LOI is termed as preferred bidder.
- 7.3.4 The Preferred Bidder will also submit the Performance Bank Guarantee within 7(seven) working days of issuance of LOI.
- 7.3.5 In case the Preferred Bidder fails to submit the Performance Bank Guarantee for signing the Desilting/Dredging/removal of river bed materials Agreement within the specified time, PASCHIM MEDINIPUR ZP shall, at its sole discretion, cancel the LOI and forfeit the Bid Security.

8 Utilization of dredged/desilted riverbed materials

8.1 The contractor after sharing the volume of Silt/Soil/Earth with PASCHIM MEDINIPUR ZP as quoted by him, may utilize the remaining volume of dredged/desilted Silt/Soil/Earth after complying with relevant statutory rules/regulations and guideline including payment of royalty, cess and other statutory items for filling works under State Govt./ Central Govt./ PSU/ and other projects.

8.2 PASCHIM MEDINIPUR ZP may utilize its Share of Volume of the Dredged/Desilted Silt/Soil/Earth for various civil works with preference to Government Departments or it may dispose the materials following existing norms and guidelines issued from time to time at prevailing PWD rates.

9 Operations and maintenance

9.1 Desilting/Dredging/removal of riverbed materials Schedule

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

9.1.2 The entire work must be taken up under the direct technical supervision of authority/ team of officials to be nominated by the Irrigation and Waterways Department, Go WB. The contractor has to fully obey the stipulations if any to be imposed by him.

The preferred bidder shall have to submit Performance Security of requisite amount as per Annexure-5 within 7 working days from the Date of Issuance of LOI. The Contractor shall also have to commence the work within 15 days from the date of agreement. The agreement date is considered as Commencement Day of the work

9.1.3 The contractor shall achieve the Dredging/ Desilting quantity as fixed in the work plan schedule following the norms and guideline issued by Central

Govt./ State Govt.

- 9.1.4 The quantity achieved will be measured in volumetric basis as per the e-challan generated from the central online portal and cross checked with periodic visits made by the PASCHIM MEDINIPUR ZP Team along with I&WD team to the site.
- 9.1.5 Irrigation Department/ PASCHIM MEDINIPUR ZP may carryout surprise visits/check surveys and any discrepancy found during reconciliation shall have to be resolved by the Contractor.
- 9.1.6 PASCHIM MEDINIPUR ZP may direct the Contractor to undertake weighment of vehicles carrying river bed materials at nearby designated weighbridge on a sample basis from time to time and any discrepancy found shall have to be resolved by the Contractor in a manner satisfactory to PASCHIM MEDINIPUR ZP.

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 maintaining environmental norms and must ensure that river embankments are not damaged.
- 9.2.2 The contractor mandatorily deploys technical staff during the dredging / desilting and disposal operation.
- 9.2.3 The Contractor must ensure that to obtain all necessary & statutory clearances/ certifications from concerned authorities.
- 9.2.4 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 PASCHIM MEDINIPUR ZP. 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
- 9.2.5 Mobilization of men and machinery/ vehicles to the site will be the sole responsibility of the Contractor
- 9.2.6 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 o compensation towards such accident shall be settled by the Contractor and PASCHIM MEDINIPUR ZP shall not be responsible for any such compensation/ claims.
- 9.2.7 The Contractor shall indemnify, defend, save and hold harmless PASCHIM MEDINIPUR ZP and its officers, servants, agents, Government Instrumentalities and PASCHIM MEDINIPUR ZP owned and/or

controlled entities/enterprises, (the "PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP Indemnified Persons.

- 9.2.8 The Contractor shall adequately handle any local issues if arises, impacting the operations and maintenance of the project
- 9.2.9 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.
- 9.2.10 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.
- 9.2.11 No personnel below 18 years shall be deployed at the site.
- 9.2.12 All the required Medical facilities shall be provided to the personnel deployed by Contractor for operation and maintenance of equipment /vehicle.
- 9.2.13 The Contractor shall ensure adherence to all norms of Environment Pollution as per extant laws and shall ensure no adverse effect on lives and livelihoods of the habitats near the location of the riverbed is made by their operations
- 9.2.14 In case of breakdown of any machinery/ vehicle the same shall be replaced within 24 hours & there by ensure that the Desilting/Dredging/removal of river bed materials activities are not hampered
- 9.2.15 The Desilting/Dredging/removal of river bed materials Contractor shall nominate an Authorized Representative and in all matters of day to day commercial interaction and deal with the authorized representative and would not deal with any other person/s
- 9.2.16 The Desilting/Dredging/removal of river bed materials Contractor shall be

responsible for complying with all labour legislations.

9.2.17 The Desilting/Dredging/removal of river bed materials Contractor shall ensure no adverse effect on lives and livelihoods of the habitats near the location of the riverbed is made by their operations and follow all norms and guidelines issued by Govt. and Hon'ble Court Orders.

9.2.18 Contractor must follow all norms/ guidelines issued by Ministry of Environment and Forests (MoEF)/ Govt. of West Bengal & any court orders in this regard.

10 Performance Security

10.1 Submission of Performance Security

10.1.1 The Preferred Bidder prior to the signing of the agreement shall submit a Performance Security in the form of Bank Guarantee as mentioned in the data sheet within 7 working days of receipt of LOI.

10.1.2 This Bank Guarantee shall be payable at Medinipur 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 PASCHIM MEDINIPUR ZP.

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

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

10.2 Appropriation of Performance Security

10.2.1 In case of termination of the Agreement, PASCHIM MEDINIPUR ZP may forfeit and invoke the entire amount of the Performance Security.

10.2.2 At the end of the contract period, final joint reconciliation shall be carried out. In case of deviation of 10% or more between contracted quantity and actual quantity dredged/desilted, PASCHIM MEDINIPUR ZP reserves the right to forfeit and invoke 100% of the Performance Bank Guarantee. However, if the contractor has carried out the excess work as per the direction of Irrigation and waterways Department/PASCHIM MEDINIPUR ZP due to any exigency, then the deviation may not attract forfeit of bank guarantee.

10.2.3 In case the contractor is found in violation of any terms of the agreement, PASCHIM MEDINIPUR ZP 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.

10.2.4 In the event of part or total appropriation of the Performance Security, the contractor shall be required to top up the bank guarantee constituting the Performance Security within 7 (seven) working days of receipt of notice of such appropriation.

10.3 Submission of Additional Performance Security

10.3.1 The Bidder quoting equal to or more than the volume mentioned in row 6 of the data sheet as share of volume of dredged/desilted Silt/Soil/Earth, in the Financial Bid as per Clause 7.3, shall pay an additional Performance Security.

10.3.2 This additional Performance Security shall be in the form of Bank Guarantee in accordance to Annexure 6: Format for Additional Performance Security.

10.3.3 This Bank Guarantee shall be payable at Kolkata 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 Garmin Banks, Urban Co-operative Banks and State Co-operative Banks in favour FC & CAO, Paschim Medinipur Zilla Parishad along with the Performance Bank Guarantee.

10.3.4 The value of Additional Performance Security is equal to the amount mentioned in the data sheet.

10.3.5 The Additional Performance Security should be valid for the entire contract period plus an additional 180 days from the date of execution of Agreement

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

10.4 Appropriation of Additional Performance Security

10.4.1 In case of termination of the Contract as per Section 11, PASCHIM MEDINIPUR ZP may forfeit and invoke the entire amount of the Additional Performance Security.

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 PASCHIM MEDINIPUR ZP or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Performance Security has been forfeited fully/partially and the Contractor fails to replenish or provide fresh Performance Security within a Cure Period of 15(fifteen) days;

- (b) The Contractor fails to achieve the target quantity as agreed on work plan schedule, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP;
- (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 materials 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 PASCHIM MEDINIPUR ZP, a materials adverse effect;
- (f) a resolution for winding up of the Contractor is passed;
- (g) any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under the Contract; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under the Contract;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under the Contract and has a credit worthiness at least as good as that of the Contractor as at the Date of issuance of LOI;
- (h) Prolonged default of any obligation under the Agreement.
 - (i) By convenience of PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP any statement, notice or other document, in written or electronic form, which has a materials effect on PASCHIM MEDINIPUR ZP 's rights, obligations or interests and which is false in materials particulars;
- (l) the Contractor issues a termination notice in violation of the provisions of the Contract
- (m) the Contract commits a default in complying with any other provision of the Contract if such default causes or may cause a materials adverse effect; or
- (n) any other event or occurrence identified as a Contractor Default under the Contract has occurred.

- 11.1.2 Without prejudice to any other rights or remedies which PASCHIM MEDINIPUR ZP may have under the Contract, upon occurrence of a Contractor Default, PASCHIM MEDINIPUR ZP shall be entitled to terminate the Contract by issuing a termination notice to the Contractor; provided that before issuing the Termination Notice, PASCHIM MEDINIPUR ZP 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, PASCHIM MEDINIPUR ZP shall restrain the Contractor and any person claiming through or under the Contractor from entering upon the site.
- 11.1.4 The Contractor shall take away all his movable machineries& equipment (owned or hired) from the site and shall vacate the site within 7 working days from the receipt of termination order.

12.1 Fraud & Corrupt Practices

- 12.1.1 The Bidders and the irrespective 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, PASCHIM MEDINIPUR ZP may reject a bid or terminate the Agreement as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder or the Successful Bidder, as the case may be, if PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP shall be entitled to forfeit and appropriate the Bid Security or Performance Security as the case may be, as damages, without prejudice to any other right or remedy that maybe available to the PASCHIM MEDINIPUR ZP under the Tender Document and/ or otherwise.
- 12.1.2 Without prejudice to the rights of PASCHIM MEDINIPUR ZP ,if a bidder is found by PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP during a period of 3 (three) years from the date such bidder is found by PASCHIM MEDINIPUR ZP 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. PASCHIM MEDINIPUR ZP shall also take remedial measures against such bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging

- 12.1.3 The following terms shall have the meaning hereinafter respectively assigned to them
- 12.1.4 “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 PASCHIM MEDINIPUR ZP who is or has been associated in any manner, directly or indirectly, with the tender process or arising there from, 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 PASCHIM MEDINIPUR ZP , shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this tender document, engaging in any manner whatsoever, whether during the tender process or after execution of the Dredging/Desilting/Removal of riverbed materials contract, as the case maybe;
- 12.1.5 “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process.
- 12.1.6 “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;
- 12.1.7 “Undesirable Practices” means (i) establishing contact with any person connected with or employed or engaged by PASCHIM MEDINIPUR ZP with the objective or canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- 12.1.8 “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.
- 12.1.9 “Collusive bidding” or “bid rigging” means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding

12.2 **Conflict of Interest**

- 12.2.1 A bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. A bidder(s) found to have a Conflict of Interest shall be disqualified. The bidder shall submit an Affidavit to this effect as per the format given in Annexure 3. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

The bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM/ Consortium and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM/ Consortium and any other bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM Consortium and/or the

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

- (a) such bidder, or its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM/ Consortium and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM/ Consortium receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM/ Consortium and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM/ Consortium or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM/ Consortium and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM/ Consortium or
- (b) such bidder has the same legal representative for purposes of this Bidding Process as any other bidder; or
- (c) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP

FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM has a relationship with another bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other; or

- (d) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM/ Consortium and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM/ Consortium has participated as a consultant to PASCHIM MEDINIPUR ZP in the preparation of any documents, design or technical specifications of the Project

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

12.3 Deviations

PASCHIM MEDINIPUR ZP 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

13. Force Majeure

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

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

- (a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive

- contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site)
- (b) strikes or boycotts or stoppage of work or ‘bandh’ (other than those involving the Dredging/ Desilting/Removal of river bed materials Contractor or their respective employees/representatives, or attributable to any act or omission of any of them) or declaration of “lockdown” or similar directives effected through Government instrumentalities interrupting supplies and services to the Site for a continuous period of 24 (twenty four) hours and an river bed materials period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event.
 - (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceeding for reasons other than
 - (i) on account of breach of any Applicable Law or Applicable Permit or any contract, or (ii) enforcement of this Agreement, or (iii) exercise of any of its rights under this Agreement by PASCHIM MEDINIPUR ZP;
 - (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 any event or circumstances of a nature analogous to any of the foregoing.

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

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding a 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 PASCHIM MEDINIPUR ZP 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 any event or circumstances of a nature analogous to any of the foregoing.

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

- (a) unlawful or unauthorized or without jurisdiction, revocation of, or refusal to renew or grant without valid cause (if applicable), any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor to perform their respective obligations under this

Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; or any event or circumstance of a nature analogous to any of the foregoing

- 13.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.
- 13.5 In case the Force Majeure event continues for more than 30 (thirty) days, the Parties will mutually discuss and decide the future course of action.
- 13.6 No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent such failure has been caused or contributed to by one or more events of Force Majeure.
- 13.7 Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

14. **Stock measurement and maintenance**

14.1 The Contractor shall ensure separate stocking for Silt/Soil/Earth, silt, gravel, stone, boulder, pebble and any such materials found during Desilting/Dredging/removal of river bed materials, within the designated stockyard which may be required to be dredged/desilted from the riverbed, as directed by PASCHIM MEDINIPUR ZP from time to time.

14.2 The Contractor shall set up an adequately equipped and staffed surveying and reconciliation system for carrying out the following:

1. Calculation of volume of river bed materials extracted, materials wise categorization (Silt/Soil/Earth, silt, gravel, stone, boulder, pebble or any such materials which may be required to be dredged/ desilted from the riverbed), as directed by PASCHIM MEDINIPUR ZP from time to time
2. Month wise volume and density measurement of Silt/Soil/Earth and other materials separately stocked within the stockyard in the presence of authorized representative of PASCHIM MEDINIPUR ZP
3. Monthly/ Quarterly reconciliation of river bed materials Dredged/Desilted, available stock in the stockyard and despatched/ sold quantity on volume basis
4. Monthly/ Quarterly reconciliation of river bed materials Dredged/Desilted, available stock in the stockyard and despatched/ sold quantity on weight basis
5. Reconciliation report within 7 (seven) days from end of each monthly measurement
6. Stock planning of river bed materials for upcoming month

14.3 PASCHIM MEDINIPUR ZP may carry out surprise visits/ check surveys and any discrepancy found during reconciliation shall have to be resolved by the Contractor in a manner satisfactory to PASCHIM MEDINIPUR ZP.

PASCHIM MEDINIPUR ZP 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, and any discrepancy found shall have to be resolved by the Contractor in a manner satisfactory to PASCHIM MEDINIPUR ZP.

- ii. In order to achieve the contracted quantity of Dredged/Desilted Silt/Soil/Earth (and other materials), the Contractor shall undertake volume and density measurement of river bed materials stock at stockyard (separately for Silt/Soil/Earth, and other materials) in the presence of authorized representative of PASCHIM MEDINIPUR ZP on monthly basis.
- iii. Measurement of volume and density of Silt/Soil/Earth, and other materials at the stockyard must be done on a monthly basis (the “Stock measurement”). This measurement must be done under joint monitoring and supervision of Technical Bid Evaluation as well as work monitoring Committee and the Contractor. In case of any dispute regarding the process and/or output of the measurement process, a third-party independent agency may be hired and asked to conduct the stock measurement process under the supervision of relevant Department of West Bengal as decided by PASCHIM MEDINIPUR ZP. The costs arising out of this third-party measurement process must be borne by the Contractor.
- iv. The Contractor shall ensure that at any point in time, the volume of Silt/Soil/Earth, claimed by Contractor as its fair share shall be commensurate to the total volume of riverbed materials Dredged/Desilted till that point of time.

15. Other Obligations of the Contractor

- a. Other rights and obligations of PASCHIM MEDINIPUR ZP
 - i. Upon termination for any reason whatsoever, PASCHIM MEDINIPUR ZP
 1. take possession and control of the zone/stockyard forthwith;
 2. take possession and control of all materials, stores, implements and construction plants on or above the site of the zone/stockyard.
 3. be entitled to restrain the Contractor and any person claiming through or under the Contractor from entering upon the site of the zone/stockyard or any part of the Project;

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

16. General Terms and Conditions

a. Transfer of Bidding Documents

- i. The Bidding Documents are not transferable and can be used for submitting bids by the prospective bidder who has registered on the e-procurement portal of Govt. of West Bengal.

b. Clarification:

- i. PASCHIM MEDINIPUR ZP also reserves the right to ask for clarifications/additional documents from the bidders

c. Deviations

- i. PASCHIM MEDINIPUR ZP reserves the right to waive non-substantial deviations without being bound to do so. The list of non-substantial deviations are as follows:
 - 1. Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
 - 2. Ambiguities and inconsistency in language of the bid;
 - 3. missions and mistakes;
 - 4. Deviations which do not affect in any way the scope and quality of performance of the agreement;

d. Miscellaneous

- i. PASCHIM MEDINIPUR ZP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 1. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - 2. consult with any bidder in order to receive clarification or further information;
 - 3. qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;
 - 4. retain any information and/ or evidence submitted to PASCHIM MEDINIPUR ZP by, on behalf of, and/ or in relation to any bidder; and/ or
 - 5. independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of



any bidder

- ii. It shall be deemed that by submitting its bid, the bidder agrees and releases PASCHIM MEDINIPUR ZP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

16.1 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 Desilting/Dredging/removal of river bed materials of river bed materials by the Desilting/Dredging/removal of river bed materials Contractor for an river bed materials period exceeding 7 (seven) days in an Accounting Year;
- (d) failure of PASCHIM MEDINIPUR ZP to permit the Desilting/Dredging/removal of river bed materials Contractor to continue withthe Desilting/Dredging/removal of river bed materials of river bed materials, with or without modifications, 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.

16.2 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 Desilting/Dredging/removal of river bed materials Contractor to perform their respective obligations under this

Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Desilting/Dredging/removal of river bed materials 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

- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

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

**(To be executed on 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 "Selection of Contractor for Dredging/De-silting/Removal of river bed materials from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity" 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 PASCHIM MEDINIPUR ZP, representing us in all matters before PASCHIM MEDINIPUR ZP, participation in the bidding process, representing us in all matters before PASCHIM MEDINIPUR ZP, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP.

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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Annexure2: Format for Bid Letter
(To be submitted on the letter head of the Bidder)

LetterNo.[•]

Dated: [•]

From

Bidder's name and address:

Details of Authorized Signatory Name:

Designation :

Mobile No. :

Email :

To

District Engineer
Paschim Medinipur Zilla Parishad
Medinipur,
Dist. - Paschim Medinipur

Dear Sir,

Subject: Submission of Technical Bid for “Selection of Contractor for Dredging/De-silting/Removal of river bed materials from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity .”

RFP No.....

1. We have examined the tender document mentioned in above subject and reference and understood its contents, hereby submit our Bid for. Our Bid is unconditional and unqualified.
2. I/ We acknowledge that PASCHIM MEDINIPUR ZP will be relying on the information provided in the Technical Proposal and the documents accompanying the Technical Bid for qualification of the Bidders, and we certify that all information provided in the Technical Proposal are true and correct; nothing has been omitted which renders such information misleading or

incomplete; and all documents accompanying the Technical Proposal are true copies of their respective originals.

3. This Technical Bid is being submitted for the express purpose of qualifying as a Bidder under this RFP.
4. We acknowledge the right of PASCHIM MEDINIPUR ZP to reject our Technical Bid/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We understand that PASCHIM MEDINIPUR ZP may cancel the Bidding Process at any time and that you are neither bound to accept any Technical Bid/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
6. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
7. We declare that I/ we or our Subsidiary/ Subsidiaries and/or Holding company/ LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/ LLP/PARTNERSHIP FIRM are not another Bidder/ or any other bidder submitting a Technical Bid/ Bid under this RFP.
8. We certify that in regard to matters other than security and integrity of the country, we/ our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. We further certify that no investigation by a regulatory authority is pending either against me/ us or our Subsidiary/Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM or against our CEO or any of our directors/ managers/employees.
11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender document, we shall intimate PASCHIM MEDINIPUR ZP of the same immediately
12. The Technical Bid and Bid submitted by us shall be valid for a minimum period

of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof as requested by PASCHIM MEDINIPUR ZP.

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

Thanking you,
Yours faithfully,

(Signature of Authorized signatory/ Proprietor/Individual)

Name:

Designation:

Common Seal:

Date:

Place:

Annexure3: Format for Affidavit
(To be executed on Non-judicial stamp paper of Rs.100/- and duly
Notarized)

Letter No. [●]

Dated: [●]

To
District Engineer
Paschim Medinipur Zilla Parishad
Medinipur,
Dist. - Paschim Medinipur

Subject: “Selection of Contractor for Dredging/De-silting/Removal of river bed materials from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity

RFP No.....

Sir,

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

Any government instrumentality:

- (a) none of our contracts have been terminated or foreclosed due to their default during the last ten (10) years from the RFP publication date;
- (b) as on the RFP publication date the bidder is not 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 PASCHIM MEDINIPUR ZP
- (e) we do not have any conflict of interest in accordance with various

clauses of this the RFP document.

- (f) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, collusive bidding or bid rigging as defined in various clause of the RFP document; we also undertake to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
- (g) we have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues to any government or government instrumentality;
- (h) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against us or a receiver has been appointed for our assets;
- (i) none of the directors of our company/LLP/PARTNERSHIP FIRM have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.
- (j) I/we hereby solemnly declare that none of our directors jointly or severally and/or individually or our company/LLP/PARTNERSHIP FIRM is not presently black listed by the Central Government or any State Government Department / Public Sector Undertakings / agency / organization in India in relation to Desilting /Dredging/removal of river bed materials and related businesses.
- (k) We do not have any order/declaration of insolvency, judgment or order of punishment/sentence by any court of law or any judicial/quasi-judicial body restraining us from participating in this Tendering Process during last 5 (Five) Years period from the bid due date.
- (l) I/we hereby further declare that, if the declaration is found untrue at any time, PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP.

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 PASCHIM MEDINIPUR ZP tenders and/ or any action as deemed fit by PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP based on verification and will be final and binding on the bidder
- (e) The bidder will allow PASCHIM MEDINIPUR ZP to verify all such internal documents of the bidder on demand by PASCHIM MEDINIPUR ZP

(Signature of the Authorized Signatory/Proprietor/Individual)

(Official Seal)

Name:

Designation:

Annexure 4: Format for Declaration against Blacklisting

(To be notarized and submitted by the Bidder)

Date:

To,

**District Engineer
Paschim Medinipur Zilla Parishad
Medinipur
Paschim Medinipur.**

Dear Sir,

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. 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.

I/we hereby further declare that, if the declaration is found untrue at any time, PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

**Annexure 5: 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 5.4.1

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 up to	

2. Eligibility Information

Financial Year	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Royalty paid for extraction of soil as raw material for manufacturing of bricks as per Clause 5.4.2						
Annual Turnover of the Bidder in INR as per clause 5.4.3						

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 6: Format for Performance Security

To
District Engineer
Paschim Medinipur Zilla Parishad
Medinipur
Paschim Medinipur.

WHEREAS:

..... Name of the company/LLP/PARTNERSHIP FIRM/PROPIETORSHIP FIRM/INDIVIDUAL/ Consortium represented by *** and having its principal offices at ***** have entered into an agreement datedwith PASCHIM MEDINIPUR ZP for “Selection of Contractor for Dredging/De-silting/Removal of river bed materials from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity”

RFP No.....”

1. The Agreement requires the Contractor to furnish a Performance Security to PASCHIM MEDINIPUR ZP of a sum of Rs.as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period and up to 180 (one hundred and eighty) days after the Contract Period (the “Guarantee Period”) i.e. up to (date)

2. 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP shall claim, without PASCHIM MEDINIPUR ZP being required to prove or to show grounds

or reasons for its demand and/ or for the sum specified therein.

- ii) A letter from PASCHIM MEDINIPUR ZP, under the hand of Agreement Signing Authority, 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
- iii) In order to give effect to this Guarantee, PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- v) PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP against the Contractor, and either to enforce or for bear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to PASCHIM MEDINIPUR ZP ,and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by PASCHIM MEDINIPUR ZP of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other for bearance, indulgence, act or omission on the part of PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP 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 an officer of PASCHIM MEDINIPUR ZP 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 PASCHIM MEDINIPUR ZP pursuant to the provisions of the Agreement.
- xi) Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

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

Annexure 7: Draft Dredging/Desilting/Removal of riverbed materials Agreement

This Agreement, made the [•] [insert day] day of [•] [insert month] month, [•] [insert year] year between Additional Executive Officer, Paschim Medinipur Zilla Parishad (hereinafter called “the Employer”) and [•] [insert name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Now this Agreement witnesses as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Request of Proposal for “Selection of Contractor for Dredging/De-silting/Removal of river bed materials from **River Shilabati** from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity” as per RFP No-----"hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

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

The Common Seal of [Witness entity]

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

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

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

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

Encl. Valid CTO Certificate

Annexure 8: Duly Filled-in Checklist of Documents to be submitted as part of the Technical Bid

Document to be Submitted	Submitted by Bidder (please tick)	Physical Submission (please tick)	Verified during Evaluation	Remarks
Checklist of Documents to be submitted as part of the Technical Bid		NA		
Bid Letter (as per the format given in Annexure 1: Format for Bid Letter)				
Documentary evidence in support of meeting the Eligibility Criteria (as per Clause 5.5)				
Power of Attorney (as per format given in Annexure 2: Format for Power of Attorney)				
Affidavit (as per format given in Annexure 3: Format for Affidavit)				
Declaration against Blacklisting (as per format given in Annexure 4: Format for Declaration against Blacklisting)				
Annexure 9: Receipt of payment of Bid Security for an amount as mentioned in the data sheet				
Technical Bid does not contain any information regarding the Financial Proposal of the Bidder	NA	NA		

Annexure 9: Format for Bid Security

EMD is to be paid with References

There are no sources in the current document.

to Memorandum no 3975-F(Y) dated 28 th July 2016

Annexure 10: Geo location of the site

Sl. No.	Name of Khal	Location		Quantity of De-silted Earth in Cft
		From	To	
1	River Shilabati	Latitude: 22.671383 Longitude: 87.777869 [Chainage in 0.00 Km. (at Bandar)]	Latitude: 22.589622 Longitude: 87.657162 [Chainage in 5.70 Km. (at Ramdebpur)]	13,79,72,692.00 cft

Sl. No.	Name of work	Location	Mouza	G.P.	Block	P.S.	District
1.	Selection of Contractor for Dredging/De-silting/Removal of river bed materials from River Shilabati from Bandar to Ramdebpur for a length of 23.00 Km in Block-Ghatal, Daspur-I & Ghatal Municipality, PS-Ghatal & Daspur and Dist. Paschim Medinipur and dispose entire quantity	Bandar (Latitude: 22. 671383 & Longitude: 87. 777869) To Ramdebpur (Latitude: 22. 589622 & Longitude: 87. 657162)	Pratappur, Srirampur, Harisingpur, Nischindipur, Gambhirnagar,, Konnagarh, Krishnanagar, Shilarajnaragar, Katan, Ranapur, Gadighat, Sujanagar, Shimuiia, Raghunathpur, Sitapur, Suratpur, Bar Gobinda, Gurli, Radha Chak, Jaykrishnapur & Ramdebpur	Manoharpur-I & II, Ward No. 9, 4, 3, 14, 15 & 17 of GMC, Ajabnagar-I & II, Daspur-I & Rajnagar	Ghatal, Daspur-I & Ghatal Municipality	Ghatal & Daspur	Paschim Medinipur

Sd/-
District Engineer
Paschim Medinipur Zilla Parishad

Annexure 11: Format for Certificate regarding supply of Equipment

To

**District Engineer
Paschim Medinipur Zilla Parishad
Medinipur
Paschim Medinipur.**

Dear Sir,

I/we hereby solemnly declare that in the event my/our organisation M/s_____ is awarded the job of Dredging/Desilting/Removal of river bed materials from River at _____, preferably from centre of the river/ specified places/ designated locations, transportation of the removed quantity of river bed materials to the designated stockyard and loading of river bed materials into the motorable vehicles at the stockyard in reference to MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022, I/we shall deploy the following equipment's through ownership/ lease/ hire:

Sl. No.	Equipment (Minimum Capacity)	Minimum No. of equipment
1	No Dredger compulsory	2 Nos.
2	Excavator (Bucket Capacity of 0.9cum)	45 Nos.
3	Tippers (Capacity of 10 ton) Or Tractors (Capacity of 5 ton)	200 or 300 Nos.
4	Water Sprinklers	4 Nos..

The above equipment so deployed will be in good working condition to the satisfaction of Technical Bid Evaluation as well as work monitoring Committee /we hereby further declare that, if the declaration is found untrue at any time, Technical Bid Evaluation as well as work monitoring Committee shall be entitled to take any action against my/our organization in any manner that may be deemed fit by Technical Bid Evaluation as well as work monitoring Committee.

Thanking you

Yours faithfully, (Signature of Authorized Signatory) Name:

Seal: Date:

FORM-6A

Power of Attorney for Lead Member of Consortium/Joint Venture

(To be submitted in Non-Judicial Stamp Paper of appropriate value, which shall be treated as the self-declaration of the bidder Consortium as their joint affidavit-Specimen format, bidder may furnish in any other legally accepted format)

Whereas the Governor of West Bengal represented by having its Head Quarters at, PIN-.....Phone No....., e-mail ID & Principal office at in West Bengal (“The Authority”) has invited bids from eligible, bonafide, registered companies/registered joint ventures or consortiums, having desired credentials within India for the Project, of District Authority, Paschim Medinipur, Government of West Bengal”;

AND Whereas, (1), (2) and (3) (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and ‘The Authority’ to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium bid for the Project and its execution;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s....., having our registered office at, and M/s....., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium, as the **Lead Member** and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority;

AND hereby agree to ratify and confirm and do hereby ratify and confirm 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20....

For
(Signature, Name & Title)
For
(Signature, Name & Title)
For
(Signature, Name & Title)
(Executants/s)

(To be executed by all the Members of the Consortium)

Notes:

1 *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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2 *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

3 *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.*

(* This is a specimen sample and the Consortium is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

Copy forwarded for information to: -

1. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
2. The Joint Secretary (Works) & Appellate Authority-RTI Sri Biplab Mukherjee, Irrigation and Waterways Department, Govt. of West Bengal, Jalsampad Bhavan, 3rd Floor, Block DF, Sector - I, Salt Lake City, Kolkata 700 091
3. The Special Secretary to the Govt. of West Bengal, Joint Administrative Building, (6th to 9th floor) H.C-7, Sector-III, Salt Lake, Kolkata-700106.
4. The Executive Officer, Paschim Medinipur Zilla Parishad & District Magistrate, Paschim Medinipur.
5. The Financial Advisor, Govt. of West Bengal, P&RD Dept (HQ)
6. The Superintending Engineer, RRNMU Paschim Medinipur.
7. The Sahakari Sabhadhipati, Paschim Medinipur Zilla Parishad.
8. The District Engineer-in-Charge, Paschim Medinipur Zilla Parishad.
9. The Executive Engineer, P&RD Deptt., Paschim Medinipur Zilla Parishad.
10. The Executive Engineer, PWD (Roads) Paschim Medinipur.
11. The Executive Engineer, PWD, Paschim Medinipur.
12. The Executive Engineer, PHE, Paschim Medinipur.
13. The Executive Engineer, West Midnapore Division/KKB Project Division/KC-IV Division/KC-I Division, Irrigation & Waterways Dte.
14. The Secretary, Paschim Medinipur Zilla Parishad.
15. The Financial Controller & Chief Accountant Officer, Paschim Medinipur Zilla Parishad.
16. The Karmadhyakshya, Purta Karya-O-Paribahan Sthayee Samity, Paschim Medinipur Zilla Parishad.
- 16-24The Karmadhyakshya, (All) Sthayee Samity, Paschim Medinipur Zilla Parishad.
26. The Sub-Division Officer, Medinipur Sadar / Kharagpur/ Ghatal, Paschim Medinipur.
27. The District Information Officer & Public Relation Department, Medinipur, Paschim Medinipur.
28. The Sabhapati, (All) Panchayat Samity, Paschim Medinipur.
29. The Executive Officer, (All) Panchayat Samity, Paschim Medinipur.
30. The Assistant Engineer (All), Paschim Medinipur Zilla Parishad.
31. The Accounts section, Paschim Medinipur Zilla Parishad.
32. Guard File.
33. Notice Board.

Sd/-
District Engineer
Paschim Medinipur Zilla Parishad