



West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL)

(A Government of West Bengal Undertaking)

Request for Proposal

For

Selection of Contractor for
Dredging/Desilting/removal of river bed
materials from Kaliaghai River between
Amgachiya and Chabukia/Madhabchak

RFP No. MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022

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Schedule Sheet :

| | |
|---|---|
| Name of Work | Selection of Contractor for Dredging/Desilting/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, 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. |
| RFP NO | MDTC/SILT/SOIL/EARTH/002/8/Part II/645 |
| Tender Document Fee | Rs. 17700 /- (Base Price- Rs 15000/- + 18% GST) |
| e-procurement portal of Govt. of West Bengal | https://wbtenders.gov.in |
| Period for Downloading of RFP | From 01.04.2022 10.00 hrs till 22.04.2022 12 noon |
| Last Date of sending Pre-Bid Queries | Till 07.04.2022 18.00 hrs by mail |
| Email address for submitting pre-bid queries | tenderwbmdtcl@gmail.com |
| Date & Time of Pre-Bid Conference | 11.04.2022 at 12.00 noon |
| Last Date & Time for Online Submission of Bid | Till 22.04.2022 17.00 hrs |
| Last Date & Time for Offline Submission of Supporting Documents | Till 22.04.2022 18.00 hrs |
| Date & Time of Opening of Techno-Commercial Bid | Till 22.04.2022 18.00 hrs |
| Date & Time of Opening of Financial Bid | To be intimated at later date |
| Place of Opening of Bids | WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091 |
| Nodal Officer | Managing Director, WBMDTCL Email: tenderwbmdtcl@gmail.com Phone: 033- 23590073 |

Data Sheet

| # | Parameter | Details |
|----|---|--|
| 1. | Total estimated volume of river bed materials to be Dredged/Desilted/removed | 5,67,48,562 cubic feet (approximately) |
| 2. | Floor Volume for bidder | 28,37,428 cubic feet |
| 3. | Amount of Bid Security (to be deposited in the e-procurement portal of Govt. of West Bengal through online payment mode) <i>(as per Clause 6.8)</i> | Rs. 11,34,971/- (Rupees Eleven Lakhs Thirty Four Thousand Nine Hundred Seventy One only) |
| 4. | Amount of Performance Security (to be furnished in the form of a Bank Guarantee from a Scheduled Commercial Bank in India payable at Kolkata, West Bengal) <i>(as per Clause 10.1)</i> | Rs. 34,04,914/- (Rupees Thirty Four Lakhs Four Thousand Nine Hundred Fourteen only) |
| 5. | Additional Performance Security (to be furnished in the form of a Bank Guarantee from a Scheduled Commercial Bank in India payable at Kolkata, West Bengal) <i>(if applicable as per clause 10.3)</i> | Rs. 1,13,49,712/- (Rupees One Crore Thirteen Lakhs Forty Nine Thousand Seven Hundred Twelve only) |
| 6. | Bid Volume beyond which Additional performance security will be applicable | 3,40,49,137 cubic feet |

1. Disclaimer

- 1.1. This document is not an agreement or an offer by WBMDTCL 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 WBMDTCL 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 WBMDTCL 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 WBMDTCL 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 WBMDTCL 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 WBMDTCL to shortlist Technically Qualified bidders or to select a Preferred/ Successful bidder. WBMDTCL 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-procurement portal of Govt. of West Bengal is complete in all respects including all annexures and attachments. In the event that the document or any part thereof is mutilated or missing, the bidder shall notify WBMDTCL immediately at the following address:

Managing Director

West Bengal Mineral Development & Trading Corporation Ltd.

WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091

Email: tenderwbmdtcl@gmail.com

Phone: 033- 23590073

- 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 WBMDTCL 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 WBMDTCL.
- 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. WBMDTCL 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-procurement portal of Govt. of West Bengal. It is the duty and responsibility of bidders to visit the e-procurement portal of Govt. of West Bengal 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. WBMDTCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process without assigning any reasons. Further WBMDTCL 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 WBMDTCL's action. Decision of WBMDTCL 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 WBMDTCL.
- 1.15. It is clarified that the provisions of clauses 1.9, 1.10 and 1.12 shall not apply to information relating to this document already available in the public domain prior to the issue of this document.
- 1.16. The bidder shall bear all costs associated with the preparation and submission of all the bids and communications associated with the RFP. WBMDTCL and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- 1.17. 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.
- 1.18. This RFP has been issued pursuant to the identification of an area with the intent to select contractor for carrying out Desilting/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.
- 1.19. All information provided in this RFP shall be read together with the Act and Rules made thereunder. In the event of a conflict between this RFP and the Act/ Rules/ Notifications, the Act/ Rules/ Notifications, as the case may be, shall prevail.

2. List of Abbreviations

| | |
|---------|---|
| CCTV | Closed-Circuit Television |
| 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 |
| OCR | Optical Character Recognition |
| PAN | Permanent Account Number |
| PF | Provident Fund |
| PWD | Public Works Department |
| RFP | Request for Proposal |
| RTO | Regional Transport Office |
| SOP | Standard Operating Procedure |
| TAN | Tax Deduction Account Number |
| VTD | Vehicle Tracking Device |
| WBMDTCL | West Bengal Mineral Development Trading & Corporation Limited |

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 **“Additional Performance Security”** shall have the meaning given to it in Clause 10.3 of this RFP.
- 3.1.3 **For the purpose of the Tender “river bed materials” shall mean to** consist of naturally occurring (crushed or uncrushed) stone, boulders, gravels, silt, mud, pebbles, boulders, Silt/Soil/Earth etc.
- 3.1.4 **“Agreement” or “Desilting/Dredging/removal of river bed materials Agreement”** means the agreement to be entered into between WBMDTCL and the Successful Bidder selected through the bidding process, for the execution of the Project. The draft Agreement is attached in Annexure 7.
- 3.1.5 **“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 WBMDTCL, to bidders or to the Selected Bidder or to the Contractor
- 3.1.6 **“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.
- 3.1.7 **“Authorized Representative”** shall mean any person having the right to represent WBMDTCL/ Contractor/ any other organization, as applicable

- 3.1.8 **“Bid”** or **“bid”** or **“Proposal”** shall mean the documents submitted by a bidder pursuant to this RFP, including the Techno-Commercial Proposal, along with any additional information/clarifications required/ sought by WBMDTCL, and the Financial Bid. The Bid shall be strictly in the formats provided by WBMDTCL (where provided).
- 3.1.9 **“Bid Due Date”** shall mean the last date and time for submission of bids, as mentioned in the Schedule of Bidding Process.
- 3.1.10 **“Bid Evaluation Committee”** shall mean the committee of officers of WBMDTCL and its advisors and consultants.
- 3.1.11 **“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.
- 3.1.12 **“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 WBMDTCL to all bidders.
- 3.1.13 **“Bidder”** shall be a company/LLP as per Companies Act 1956/2013 or Partnership Firm under The Partnership Act , 1932
- 3.1.14 **“Bid Document”** or **“Bidding Document”** or **“Tender Document”** or **“RFP document”** or **“RFP”** means this documents issued by WBMDTCL and shall include any modifications, Corrigendum (a)/ Amendment(s) or clarification issued by WBMDTCL subsequent to the issue of the RFP document.
- In case of any conflict between the provisions of this RFP and the provisions of the Desilting/Dredging/removal of river bed materials Agreement, the provisions of the Desilting/Dredging/removal of river bed materials Agreement shall prevail over the provisions of this RFP.
- 3.1.15 **“Bid/ Bidding Process”** shall mean the process governing the submission and evaluation of the bids as set out in this RFP document.
- 3.1.16 **“Business Day/ business day”** means a day other than a Sunday or a second and fourth Saturday in a month or a public holiday as declared by the Government of West Bengal.
- 3.1.17 **“Commencement Date”** shall have the meaning to it in Clause 9.1.3 of this RFP
- 3.1.18 **“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

- 3.1.19 **“Conflict of Interest”** shall have the meaning given to it in Clause 12.3 of this RFP.
- 3.1.20 **“Contract Period”** shall have the meaning given to it in Clause 5.2 of this RFP.
- 3.1.21 **“Corrigendum (a) and Amendment(s)”** shall have the meaning given to it in Clause 5.13 of this RFP.
- 3.1.22 **“Desilting/Dredging/removal of river bed materials Contractor” or “Contractor”** refers to the Successful Bidder with whom Desilting/Dredging/removal of river bed materials Agreement for carrying out Desilting/Dredging/removal of river bed materials from site location mentioned in schedule sheet has been signed pursuant to the submission of the Performance Security & Additional Performance Security *(if applicable)*
- 3.1.23 **“Eligibility”** shall have the meaning given to it in Clause 5.4 of this RFP.
- 3.1.24 **e-procurement portal of Govt. of West Bengal** shall refer to <https://wbenders.gov.in>.
- 3.1.25 **“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
- 3.1.26 **“Financial Proposal” or “Financial Bid”** means the Financial Proposal submitted by a bidder, in accordance with the terms and conditions of this RFP document.
- 3.1.27 **“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
- 3.1.28 **“Floor Volume”** shall mean the minimum share of volume of desilted Silt/Soil/Earth (coarse & medium) to be shared by the bidder with WBMDTCL as specified in the Data Sheet of this RFP
- 3.1.29 **“Force Majeure”** shall have the meaning given to it in Clause 13 of this RFP.
- 3.1.30 **“Gestation Period”** shall have the meaning given to it in Clause 5.3 of this RFP.
- 3.1.31 **“Guarantee Period”** shall have the meaning given to it in Annexures 6 and 7 of this RFP.
- 3.1.32 **“H1 Bidder”** shall have the meaning given to it in Clause 7.3 of this RFP.
- 3.1.33 **“Holding company/LLP”** shall have the meaning given to it under the Companies Act, 2013 or Partnership Firm under The Partnership Act, 1932

- 3.1.34 **“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
- 3.1.35 **“Nodal Officers”** shall mean Managing Director of WBMDTCL or authorised representatives of the Managing Director of WBMDTCL.
- 3.1.36 **“Performance Security”** shall have the meaning as given to it in Clause 10.1 of this RFP.
- 3.1.37 **“Pre-Bid Meeting”** means pre-bid meeting to be held as per the schedule indicated in the Schedule of Bidding Process.
- 3.1.38 **“Preferred Bidder”** means the bidder selected by WBMDTCL as per Clauses 4.1.7 and 7.3.5 of this RFP
- 3.1.39 **“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
- 3.1.40 **“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
- 3.1.41 **“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 WBMDTCL
- 3.1.42 **“Rules”** shall refer to the Rules governing the Silt/Soil/Earth and/ or other materials Dredged/Desilted/excavated in the State of West Bengal.
- 3.1.43 **“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
- 3.1.44 **“Share of Volume”** means the total volume of Silt/Soil/Earth (medium+coarse) (in **cubic feet**) the Contractor declares to share with WBMDTCL in the Financial Bid as provided in Clause 7.3.2 of this RFP.
- 3.1.45 **“Scope of Work”** means all the work required to be undertaken by the Contractor in accordance with Clause 5.1 of this RFP.
- 3.1.46 **“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.

- 3.1.47 **“Stock measurement”** shall have the meaning as given to it in Clause 9.2.7 of this RFP
- 3.1.48 **“Subsidiary”** shall have the meaning given to it under the Companies Act, 2013.
- 3.1.49 **“Successful Bidder”** shall have the meaning as given to it in Clause 4.1.8 of this RFP
- 3.1.50 **“Technically Qualified Bidder”** means a bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of WBMDTCL as per the terms and conditions of the RFP and is shortlisted for opening of their Financial Proposal.
- 3.1.51 **“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
- 3.1.52 **“Total Volume of Other Dredged/Desilted materials”** means the volume of river bed materials other than Silt/Soil/Earth,.
- 3.1.53 **“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;
- 3.1.54 **“WBMDTCL”** means West Bengal Mineral Development and Trading Corporation Limited, Kolkata, India (a Government of West Bengal Undertaking) and shall include its legal representatives, successors, administrators and permitted assigns.
- 3.1.55 **“Work done”** shall have the meaning as given to it in Clause 5.4.20 of this RFP
- 3.1.56 **“cubic feet “** will mean as defined in the Legal Metrology Act 2009 and West Bengal Legal Metrology Enforcement Rules 2011

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 Desilting/Dredging/removal of river bed materials Agreement shall bear their ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply;
- 3.2.11 If there is any difference between a number expressed both in figures and words, the latter shall prevail. This shall also apply to all documents and communication received by WBMDTCL 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.

4.1 Background

- 4.1.1 West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) is the state mining corporation of the Government of West Bengal and is under the administrative control of the Department of Industry, Commerce & Enterprises, Government of West Bengal. WBMDTCL is a profit-making organization and its scope of mining activities has grown rapidly in the recent few years, and the operations of WBMDTCL span across coal mining, stone, boulder quarries, quartzite, feldspar, granite, apatite etc.

- 4.1.2 Over the years it has been observed that various rivers of West Bengal have experienced increased sedimentation/ siltation both due to natural processes and human intervention in the river catchment or the river itself. This increased sedimentation is a key challenge specifically near the dams and barrages. There is a need for adoption of holistic silt management policy in order to improve river health, control flooding and enhance navigation. Amongst various practices and Desilting/Dredging are key activities which can be considered for containing sedimentation of rivers near dams/ barrages. In this context, the Irrigation and waterways dept. (I&WD, Govt. of West Bengal) has approached WBMDTCL regarding a need for Desilting/Dredging of identified areas in the state of West Bengal.
- 4.1.3 WBMDTCL has decided to select and engage a Desilting/Dredging/removal of river bed materials contractor possessing adequate technical and financial strength and past experience in Desilting/Dredging/removal of river bed materials of river bed materials from the zones, transportation of the river bed materials from reach to the designated stockyard and loading of river bed materials to the motorable vehicles at the stockyard.
- 4.1.4 WBMDTCL has decided to carry out a single stage two-part competitive bidding process for the selection of a Desilting/Dredging/removal of river bed materials Contractor. Bidders are required to submit their Proposal in two parts, namely a Techno-Commercial Proposal and a Financial Proposal. The Techno-Commercial Proposal submitted by the bidders shall be evaluated by the Bid Evaluation Committee of WBMDTCL in accordance with the terms & conditions set out in this RFP document. The Bid Evaluation Committee would recommend to WBMDTCL a list of Technically Qualified Bidders and the Financial Bid of such Technically Qualified Bidders shall be opened by WBMDTCL. Bidder quoting the highest share of volume with WBMDTCL shall be declared as the H1 Bidder.
- 4.1.5 The Desilting/Dredging/removal of river bed materials Contractor shall be responsible for carrying out Desilting/Dredging/removal of river bed materials operations from site location as mentioned in schedule sheet which includes removal of river bed materials 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. The Desilting/Dredging/removal of river bed materials Contractor after sharing the volume of Silt/Soil/Earths with WBMDTCL may utilize the remaining volume of dredged/desilted Silt/Soil/Earth and **total volume of other Dredged/Desilted materials** at its own discretion after complying with relevant statutory rules/ regulations to recover the cost of operations.
- 4.1.6 The publication of the RFP, publication of any Corrigendum(s)/ Amendment(s), as well as the submission of Techno-Commercial Proposals and Financial Proposals shall be conducted on the e-procurement portal of Govt. of West Bengal.
- 4.1.7 LOI will be issued to the H1 Bidder, subject to approval of WBMDTCL. The bidder who receives the LOI is termed as **preferred bidder**.

- 4.1.8 The **Preferred Bidder** shall be considered to be “**Successful Bidder**” upon:
- Continuing to be in compliance with all the terms and conditions of eligibility
 - Acceptance of LOI issued by WBMDTCL within a stipulated time
 - Submitting the Performance Security (and Additional Performance Security, if applicable) within a stipulated time
- 4.1.9 The Successful Bidder, which is either a Private/ Public company/LLP shall be responsible for undertaking Desilting/Dredging/removal of river bed materials of river bed materials, transportation and loading of river bed materials in accordance with the Desilting/Dredging/removal of river bed materials Agreement to be entered into between the Successful Bidder and WBMDTCL, in the form provided by WBMDTCL as part of the Bidding Documents pursuant hereto.
- 4.1.10 The scope of work for the Desilting/Dredging/removal of river bed materials Contractor includes Desilting/Dredging/removal of river bed materials of river bed materials from the river, transportation of river bed materials from Desilting/Dredging/removal of river bed materials site to the designated stockyard, segregation of river bed materials into Silt/Soil/Earth and other materials, stocking of segregated river bed materials, loading of Silt/Soil/Earth in the motorable vehicles at the stockyard, maintenance of the stockyard and roads, demarcation of operational area etc. The detailed scope is provided in Clause 5.1.
- 4.1.11 Bidders shall submit their Techno-Commercial Proposal and Financial Proposal in accordance to the terms set forth in this RFP document by WBMDTCL. All Techno-Commercial Proposal and Financial Proposal shall be submitted on or before the Bid Due Date as per the Schedule of Bidding Process.

4.2 Description of the site

- 4.2.1 Location: The identified locations with geo coordinates are attached as Annexure-X.
- 4.2.2 Estimated volume of river bed materials (approximate) :(Bidders are encouraged to collect their own sample for verification)

| Chainage in KM | Bed width(m) in section estimate of resuscitation in 2012 | Design Bed Level(m) | Exixting lowest bed level | Depth of cutting (m) from existing lowest bed level | Length (km) | Length(m) | Depth (m) | Volume [Lenth*Depth*Width (m3) |
|----------------------------|---|---------------------------|------------------------------------|---|----------------|---------------|--------------|--------------------------------------|
| 43.500 | 130.000 | -0.250 | 1.925 | 2.175 | 0.500 | 500 | 2.175 | 141375 |
| 44.000 | 130.000 | -0.300 | 1.755 | 2.055 | 0.500 | 500 | 2.055 | 133575 |
| 44.500 | 130.000 | -0.350 | 1.310 | 1.660 | 0.500 | 500 | 1.660 | 107900 |
| 45.000 | 130.000 | -0.400 | 1.315 | 1.715 | 0.500 | 500 | 1.715 | 111475 |
| 45.500 | 130.000 | -0.450 | 1.110 | 1.560 | 0.500 | 500 | 1.560 | 101400 |
| 46.000 | 135.000 | -0.500 | 1.300 | 1.800 | 0.500 | 500 | 1.800 | 121500 |
| 46.500 | 135.000 | -0.550 | 0.880 | 1.430 | 0.500 | 500 | 1.430 | 96525 |
| 47.000 | 135.000 | -0.600 | 0.825 | 1.425 | 0.500 | 500 | 1.425 | 96187.5 |
| 47.500 | 135.000 | -0.650 | 0.580 | 1.230 | 0.500 | 500 | 1.230 | 83025 |
| 48.000 | 135.000 | -0.700 | 0.140 | 0.845 | 0.500 | 500 | 0.840 | 56700 |
| 48.500 | 135.000 | -0.750 | 0.450 | 1.200 | 0.500 | 500 | 1.200 | 81000 |
| 49.000 | 135.000 | -0.800 | 0.550 | 1.350 | 0.250 | 250 | 1.350 | 45562.5 |
| 49.250 | 135.000 | -0.825 | 0.585 | 1.410 | 0.250 | 250 | 1.410 | 47587.5 |
| 49.500 | 135.000 | -0.850 | 0.880 | 1.730 | 0.500 | 500 | 1.730 | 116775 |
| 50.000 | 135.000 | -0.900 | 0.395 | 1.295 | 0.500 | 500 | 1.295 | 87412.5 |
| 50.500 | 135.000 | -0.950 | 0.615 | 1.565 | 0.500 | 500 | 1.565 | 105637.5 |
| 51.000 | 135.000 | -1.000 | 0.300 | 1.300 | 0.500 | 500 | 1.300 | 87750 |
| Total Volume in CuM | | | | | | | | 1621387.5 |
| Total Volume in Cft | | | | | | | | 56748562.5 |

5. Instruction to Bidders

5.1 Scope of work of Desilting/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.

- 5.1.1 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.

- 5.1.2 The Desilting/Dredging/removal of river bed materials Contractor shall deploy required machinery, vehicles, operating crew/ manpower for Desilting/Dredging/removal of river bed materials of targeted quantity of river bed materials preferably from centre of the river/ specified places/ designated locations. The Contractor shall also tie- up with a nearby weighbridge operator of suitable capacity for checking the weight of the vehicles (loaded or empty) on sample basis as per the directive of WBMDTCL.
- 5.1.3 The Desilting/Dredging/removal of river bed materials Contractor shall identify the stockyard at its own cost 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.
- 5.1.4 The Desilting/Dredging/removal of river bed materials Contractor shall transport the river bed materials from the Desilting/Dredging/removal of river bed materials site to designated stockyard as per Clause 5.1.3
- 5.1.5 Segregation of river bed materials into Silt/Soil/Earth and other materials like clay, silt etc. in the stockyard in separate stockpiles preferably by sieving methodology.
- 5.1.6 The Desilting/Dredging/removal of river bed materials Contractor shall undertake maintenance of the identified stockyard, secure the perimeter of the stockyard by installing fencing and suitable gates for inward and outward movement of motorable vehicles.
- 5.1.7 The Desilting/Dredging/removal of river bed materials Contractor shall operate not more than 1 (one) stockyard for each site. In case the Desilting/Dredging/removal of river bed materials Contractor is not able to identify stockyard with adequate size then the Desilting/Dredging/removal of river bed materials Contractor may identify multiple stockyards after taking prior approval from WBMDTCL
- 5.1.8 The Desilting/Dredging/removal of river bed materials Contractor shall deploy suitable machinery to load Silt/Soil/Earth to motorable vehicles at stockyard
- 5.1.9 The Desilting/Dredging/removal of river bed materials Contractor shall ensure that vehicles entering into the stockyard from the Desilting/Dredging/removal of river bed materials site shall carry river bed materials in dry condition to the extent possible
- 5.1.10 The Desilting/Dredging/removal of river bed materials Contractor shall maintain approach road from stockyard to the nearest access road and approach road from Desilting/Dredging/removal of river bed materials site to stockyard.
- 5.1.11 The Desilting/Dredging/removal of river bed materials Contractor shall arrange proper lighting arrangement and security at stockyard and Desilting/Dredging/removal of river bed materials site along with installation and maintenance of requisite number of CCTV cameras.

- 5.1.12 The Desilting/Dredging/removal of river bed materials Contractor shall install OCR Scanners at the entry and exit gates of the stockyard
- 5.1.13 The Desilting/Dredging/removal of river bed materials Contractor shall secure the perimeter of the dedicated Desilting/Dredging/removal of river bed materials area/ stockyard to restrict illegal activities and shall be responsible if any such activities take place at the Desilting/Dredging/removal of river bed materials site/ stockyards
- 5.1.14 The Desilting/Dredging/removal of river bed materials Contractor shall undertake the Desilting/Dredging/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.
- 5.1.15 The Desilting/Dredging/removal of river bed materials Contractor shall develop necessary infrastructure and incur expenses to mitigate all environmental risks related or incidental to the scope of this work

5.2 5.2 Contract Period

- 5.2.1 The period of contract is for 1 (one) year (including Rainy Seasons) from the date of execution of the Desilting/Dredging/removal of river bed materials Agreement
OR
till the Desilting/Dredging/removal of river bed materials of entire contracted quantity, whichever is earlier
- 5.2.2 The tenure of the contract may be extended based on mutual discussion and sole discretion of WBMDTCL
- 5.2.3 In case, the Desilting/Dredging/removal of river bed materials Contractor 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 WBMDTCL towards forfeiting the Bid Security. Additionally, if the Desilting/Dredging/removal of river bed materials Contractor does not commence the work within 14 days from the date of signing of the agreement, reasoned decision shall be taken by WBMDTCL towards termination of the Agreement. If the Agreement is terminated in this regard, Performance Security and Additional Performance Security (if applicable) shall be forfeited if the Desilting/Dredging/removal of river bed materials Contractor is found responsible for non-commencement of the Desilting/Dredging/removal of river bed materials work, and if the Desilting/Dredging/removal of river bed materials Contractor is not responsible then Performance Security and Additional Performance Security (if applicable) shall be returned to the Desilting/Dredging/removal of river bed materials Contractor.

5.3 Gestation Period

- 5.3.1 Gestation period of 21 days will be provided to the Desilting/Dredging/removal of river bed materials Contractor from the date of execution of agreement.
- 5.3.2 Desilting/Dredging/removal of river bed materials/Performance targets will not be insisted/enforced during the Gestation period. However, the target quantity for the financial period will have to be achieved as per Clause 9.1.
- 5.3.3 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 u/s 2 of Companies Act, 2013 or or Partnership Firm under The Partnership Act, 1932 or an authorized Brick field Owner with valid CTO/CTE permission.

AND

- 5.4.2 The Bidder should be a Desilting/Dredging/removal of river bed materials contractor/sub-contractor or an authorized brickfield owner with valid CTO/CTE with no due certificate regarding royalty, cess, rent and other Govt. dues from SDL&LRO/DL&LRO.

The Bidder should have minimum 4 (four) years of experience in Desilting/Dredging/dredged/removal of river bed materials work and shall have Desilted/dredged/removed river bed materials cumulatively at least **4,53,98,850** cubic feet of river bed materials over a period of preceding 4 (four) Financial Years, i.e., river bed materials of materials Dredged/Desilted/removed river bed materials for FY2017-18, FY2018-19, FY2019-20 and FY2020-21 (the “**work done**”) OR at least 2000000 pieces of Bricks produced each year for the Brickfield owner during the preceding 4 (four) Financial Years, i.e; FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21.

AND

- 5.4.3 The Bidder should have an average turnover of **Rs.3,74,54,051/- (Rupees Three Crores Seventy Four lakhs Fifty Four Thousand Fifty One only)** during the preceding 4 (four) Financial Years, i.e., FY2017-18, FY2018-19, FY2019-20 and FY2020-21 Or average turnover of Rs. 50 lakhs (Rupees Fifty Lakhs) for the Brickfield owner during the preceding 4 (four) Financial Years, i.e; FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21.

AND

- 5.4.4 The Bidder shall have under their possession through ownership/ lease/ hire/ assurance of hiring the following required machinery along with experienced operators to undertake Desilting/Dredging/removal of river bed materials operation for removal of river bed materials preferably from centre of the river/specified places/ designated locations:

The equipment to be deployed should be in good working condition to the satisfaction of WBMDTCL.

List of Machinery required are mention below:

| # | Equipment (Minimum Capacity) | Minimum No. of equipment required |
|---|---|-----------------------------------|
| 1 | Excavator (Bucket Capacity of 0.9 cum) | 7 Nos. |
| 2 | Tippers (Capacity of 10 tonne) / Tractors (Capacity of 5 tonne) | 65 OR 130 Nos. |
| 3 | Water Sprinklers | 3 Nos. |

5.5 Documentary evidence

5.5.1 For criteria 5.4.1, the Bidder shall submit the following documentary evidences:

All Bidders shall submit Certificate of Incorporation/ Registration from competent statutory authority

5.5.2 For criteria 5.4.2 the following proof shall be required:

Work done must be supported by Following :

Bidders must submit (1) self-certified copies of work orders placed on them by the work order issuing authority related to the job AND

(2) Self certified certificate issued by their statutory auditor certifying the year wise total quantity of materials handled in various years and the gross total of such quantity Or Certificate from SDL&LRO regarding quantum of earth consumed as Brickfield owner for last four years and location certificate from respective Executive Engineer of Irrigation Dept. Regarding brickfield operation is not in encroached area within 100 meters from embankment and river bank.(Applicable for authorized Brick Field owners).

5.5.3 For criteria 5.4.3 the following proof shall be required:

Certificate from statutory auditor certifying the yearly and average turnover of the preceding 4 (four) Financial Years i.e. FY 2017-18, 2018-19, FY 2019-20 & FY 2020-21.

5.5.4 For Criteria 5.4.4 the following proof shall be required:

The bidder will submit self-certified copy of a certificate(Annexure 11) issued by their statutory auditor/competent authority certifying that the bidder either owns or has lease arrangement or has a legally enforceable agreement with owners of such equipment or current lease details or proposed lease details with owners against each equipment if selected as highest bidder. In case of Hiring of equipment, attested copy of valid Hiring

Agreement with owner of the equipment and copy of proof of ownership as mentioned above

- 5.5.5 All the supporting documents submitted by the bidder shall be self-certified by the Authorized Signatory holding the Power of Attorney of the bidder.

5.6 Allowance of only one bid

- 5.6.1 Each Bidder shall submit only one Bid.
- 5.6.2 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

5.7 Consortium

- 5.7.1 Consortium is not allowed

5.8 Tender Document Fee

- 5.8.1 Bidders are required to remit non-refundable tender document fee of Rs 17,700/- (Base Price- 15,000 + 18% GST) (Rupees Seventeen Thousand and Seven Hundred only) in the e-procurement portal of Govt. of West Bengal through online payment mode.
- 5.8.2 The Bidder shall upload the receipt/ transaction acknowledgement along with the Techno-Commercial Bid in the e-procurement portal of Govt. of West Bengal.

5.9 Cost of Bidding

- 5.9.1 The Bidder shall bear all costs and risks associated with the preparation and submission of the Bid, and WBMDTCL shall in no case be responsible or liable for those costs and risks.

5.10 Site Visit

- 5.10.1 Bidders are encouraged to visit the site, so as 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.
- 5.10.2 Bidders who do not visit the site shall be deemed to have apprised themselves of the site conditions necessary for preparing their bids.

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

5.10.4 The bidder shall assess and satisfy itself as to the adequacy of the local conditions such as approach roads to the site and stockyard, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to the site, water and power supply conditions, accommodation facilities as may be required, river regime, river water levels, other details of river, 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.

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

5.11 Pre-Bid Meeting

5.11.1 A pre-bid meeting would be held as per the schedule given in the Schedule of Bidding Process to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The pre-bid meeting shall be held virtually as per the details given below:

Link: Topic:

**West Bengal Mineral Development and Trading Corporation Limited(WBMDTCL)
is inviting you to a scheduled Zoom meeting.**

**Topic: Prebid meeting for Selection of Contractor for
Dredging/Desilting/Removal of RBM for both the Tenders form Kaliaghai River
between Amagachiya and Chabukia/Madhabchak**

Time: Apr 11, 2022 12:00 PM India

Join Zoom Meeting

<https://us06web.zoom.us/j/85473774418?pwd=K3NrZ29YNIM0bUx6aIFpUnp2bGpxQT09>

Meeting ID: 854 7377 4418

Passcode: 614179

5.11.2 During pre-bid meeting, bidders may raise their queries or give their suggestions for modification to the Bidding Documents, along with supporting rationale. Bidders are requested to send their queries and suggestions at least 2 (two) business days before the pre-bid meeting. However, WBMDTCL may in its sole discretion respond to such queries

and suggestions submitted by any bidder or amend the RFP as required but is under no obligation to do so.

5.11.3 Attendance of the bidders at the pre-bid meeting is not mandatory.

5.12 Clarifications on the Bidding Documents

5.12.1 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

5.12.2 The responses to the queries as well as the minutes of the pre-bid meeting shall be published on the e-procurement portal of Govt. of West Bengal and shall be freely available for download. The source of the query shall not be revealed.

5.12.3 Bidders are advised to regularly check the e-procurement portal of Govt. of West Bengal regarding the posting of clarifications, modifications, if any.

5.12.4 The last date for receipt of pre-bid queries is indicated in the Schedule of Bidding Process. Queries received after this date may not be considered.

5.13 Issue of Corrigendum and Amendment to the Bidding Documents

5.13.1 At any time prior to the Bid Due Date, WBMDTCL may at its own initiative or in response to a clarification or suggestion requested by a bidder, amend the provisions of RFP document or the draft Desilting/Dredging/removal of river bed materials Agreement by issuing a **Corrigendum (a)/ Amendment(s)** to the RFP document or the draft Desilting/Dredging/removal of river bed materials Agreement, which shall be freely available for download on e-procurement portal of Govt. of West Bengal. 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-procurement portal of Govt. of West Bengal regarding posting of Corrigendum (a)/ Amendment(s), if any, which shall only be notified on the e-procurement portal of Govt. of West Bengal. Any further communications, corrigendum, addendum, etc. shall only be available on the e-procurement portal of Govt. of West Bengal and there will be no newspaper notification/advertisement in this regard.

5.13.2 Any Corrigendum (a)/ Amendment(s) issued by WBMDTCL 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 in the Desilting/Dredging/removal of river bed materials Agreement shall include such Corrigendum (a)/ Amendment(s) also.

- 5.13.3 No verbal clarifications and information provided by WBMDTCL or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on WBMDTCL unless subsequently confirmed through the issuance of Corrigendum (a)/ Amendment(s).
- 5.13.4 In order to afford prospective bidders reasonable time in which to take the Corrigendum (a)/ Amendment(s) into account, WBMDTCL may, at its discretion, extend the Bid Due Date.

6. General conditions regarding submission of Bid

6.1 Online submission of Techno-Commercial Bid

- 6.1.1** Bid Letter in the format specified in **Annexure 1: Format for Bid Letter**
- 6.1.2** Receipt of payment of Bid Security for an amount as mentioned in the data sheet which shall be subject to Clause 6.8
- 6.1.3** Receipt of payment of tender document fee for an amount of Rs 17,700 (Rupees Seventeen Thousand and Seven Hundred only) which shall be subject to Clause 5.8
- 6.1.4** Power of attorney in the format specified in **Annexure 2: Format for Power of Attorney** 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.
Certified copy of corporate authorization, such as board resolution to participate and submit bid in the tender process.
- 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 of the non-blacklisting declaration in the format specified in **Annexure 4: Format for Declaration against Blacklisting**
- 6.1.7** Scanned copy of the Duly filled-in checklist in the format specified in **Annexure 8: Duly Filled-in Checklist of Documents to be submitted as part of the Techno-Commercial Bid**
- 6.1.8** Scanned copy of the Receipt of payment of Bid Security for an amount as mentioned in the data sheet in **Annexure 9**
- 6.1.9** Scanned copy of **Annexure 11 : Format for Certificate regarding supply of Equipments**
- 6.1.10** Copy of all the relevant **documentary evidence** in support of meeting the Eligibility Criteria as sought in Clause 5.5

6.1.11 The Techno-Commercial Bid shall be submitted on the e-procurement portal of Government of West Bengal

6.1.12 The Techno-Commercial Bid shall not contain any information regarding the Financial Bid of the Bidder

6.2 Offline submission of Supporting Documents to Techno-Commercial Bid (In addition to Online Submission)

6.2.1 In addition to online submission of Techno-Commercial 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 per Schedule of Bidding Process, failing which the Techno-Commercial Bid shall be deemed to have not been received

Managing Director

West Bengal Mineral Development & Trading Company Limited

WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

(a) Annexure 1: Format for Bid Letter

(b) Annexure 2: Format for Power of Attorney along with duly certified copy of corporate authorization

(c) Annexure 3: Format for Affidavit

(d) Annexure 4: Format for Declaration against Blacklisting

(e) Annexure 9 : Receipt of payment of Bid Security

(f) Annexure 11 : Format for Certificate regarding supply of Equipments

(g) Relevant Documentary Evidence as per Clause 5.5

6.2.2 The Techno-Commercial Bid shall not contain any information regarding the Financial Bid of the Bidder

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 WBMDTCL, 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 WBMDTCL
- (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 WBMDTCL 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 WBMDTCL

6.4 Verification by WBMDTCL and Disqualification

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

6.4.2 The Managing Director/ 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 WBMDTCL, the supplemental information sought by WBMDTCL 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 under Clause 6.11 may lead to the disqualification of the Bidder for bidding for any tender or allotment conducted by WBMDTCL for a period of 3 (three) years starting from the date of appropriation of the Bid Security or any other earlier date specified by WBMDTCL.

6.4.4 In the aforementioned events, WBMDTCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to WBMDTCL under the tender document, or otherwise, without any liability whatsoever.

6.5 Amendment of tender document

- 6.5.1 At any time prior to the Bid Due Date, WBMDTCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the tender document
- 6.5.2 Any amendment issued hereunder will be in writing and shall be made available to all the Bidders and shall be deemed to be part of the tender document
- 6.5.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, WBMDTCL may, in its sole discretion, extend the Bid Due Date in accordance with Clause 6.6.

6.6 Bid Due Date and Extension

- 6.6.1 Techno-Commercial Bids should be uploaded, and the documents required to be submitted physically in original pursuant to Clauses 6.1 and 6.2 respectively must be received before the last day and time of online submission of bid. Techno-Commercial Bids received by WBMDTCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 6.6.2 The Managing Director / Nodal Officer(s), in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.

6.7 Modifications/ substitution/ withdrawal of bids

- 6.7.1 The Bidder may modify, substitute or withdraw its Techno-Commercial Bid after submission, prior to the Bid Due Date. No Techno-Commercial Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date, unless the same has been expressly sought by the WBMDTCL

6.8 Bid Security

The Bidder shall pay Bid Security of Rs. 11,34,971/- (Rupees Eleven Lakhs Thirty Four Thousand Nine Hundred Seventy One only) in the e-procurement portal of Government of West Bengal through online payment mode.

- 6.8.1 Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by WBMDTCL, without any interest, within 60 (sixty) days from date of signing of agreement.
- 6.8.2 WBMDTCL 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 WBMDTCL 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.

6.8.3 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;
- (b) In the case of Preferred Bidder, if it fails within the specified time limit to furnish the Performance Security and sign the Desilting/Dredging/removal of river bed materials Agreement

6.9 Validity of Bids

6.9.1 The Techno-Commercial and Financial bid shall be valid for a period of 180 (one hundred and twenty) days from the Bid Due Date as per the Schedule of the Bidding Process. In case the Financial Bid is not opened within the period of 180 (one hundred and eighty) days from the Bid Due Date, then the bidding process will be annulled and WBMDTCL will refund the amount of Bid Security to the Bidders.

6.9.2 WBMDTCL has the right to extend the validity period of the bid.

6.10 Affidavit

6.10.1 The Contractor shall submit a duly executed Affidavit as per the format given in **Annexure 3: Format for Affidavit**

6.11 Rejection of Bids

6.11.1 Notwithstanding anything contained in this Tender Document, WBMDTCL 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.

6.11.2 WBMDTCL 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.

6.11.3 Without prejudice to the generality of the foregoing, WBMDTCL 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 WBMDTCL, the supplemental information sought by WBMDTCL for evaluation of the bid
- (c) submitted bid is conditional or qualified
- (d) bids have been submitted without Bid Security or beyond period of validity
- (e) bids have been submitted without Affidavit
- (f) bids have been submitted where techno-commercial bid contain any information regarding the financial bid
- (g) bids have otherwise not been submitted in accordance with the tender document

6.12 Submission of Financial Bid

6.12.1 The Bidder shall quote Financial Bid greater than or equal to **Floor Volume** as mentioned in the Data Sheet.

6.12.2 The quoted Financial Bid shall be **Share of Volume** of Dredged/Desilted Silt/Soil/Earth which is mandatorily shared with WBMDTCL

6.12.3 The Financial Bid may be quoted in **multiples of 1,00,000 cubic feet** over and above **Floor Volume**.

Eg : Floor volume of bid is 20,00,000/- cft of Silt/Soil/Earth. Thus if someone submits a bid of 50,00,000/- cft in the e- procurement system it shall mean , the bidder intends to share 50,00,000/- cft of Silt/Soil/Earth as product .

6.12.4 The Financial Bid shall be quoted ONLY via online mode i.e., through the e-Procurement Portal of Govt. of West Bengal

6.12.5 Bidders shall ensure that no financial bid shall be submitted through offline mode

6.12.6 The Financial Bid shall be inclusive of all costs (including all taxes and statutory payments) towards scope of work activities as mentioned in Section 5.1 of this tender document, including cost related to Desilting/Dredging/removal of river bed materials of river bed materials preferably from centre of the river/ specified places/ designated locations, identification of stock yard, maintenance of stockyard & approach road, undertaking developmental activities at Desilting/Dredging/removal of river bed materials site & stock yard, incurring expenses towards mitigating environmental risks, seeking

approvals, clearances (if any) and undertaking supervision & monitoring activities at Desilting/Dredging/removal of river bed materials site and stockyard

- 6.12.7 The Financial Bid shall specify the Share of Volume in both in figures and words. If any variation in the rate is found in figures and words, the higher of the two will be considered.

7. Bid Opening & Evaluation

7.1 Opening of Techno-Commercial Bid

- 7.1.1 WBMDTCL shall open all the Techno-Commercial Bids and cross check the same with the documents uploaded in the e-procurement 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 WBMDTCL or the date is considered for statewide complete lockdown as declared by Government of West Bengal, the bids shall be opened at the appointed time on the next working day.
- 7.1.2 In case the original documents related to the Techno-Commercial Bid (as mentioned in Clauses 6.1 and 6.2) are not received by WBMDTCL within the date and time as indicated in the Schedule of Bidding Process, the same shall be rejected as being non-responsive and shall be returned unopened. The Financial Proposal of such non-responsive Techno-Commercial Bids shall not be opened as mentioned in Clause 7.2.
- 7.1.3 The opening of the original documents related to the Techno-Commercial 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 Techno-Commercial Bid

- 7.2.1 WBMDTCL shall constitute a Bid Evaluation Committee to evaluate the Techno-Commercial Bids received by it. WBMDTCL may also involve its advisors and consultants to assist it in the evaluation process.
- 7.2.2 The Techno-Commercial Bids shall be first evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive. For purposes of this determination, a substantially responsive Techno-Commercial Proposal is one that conforms to all the terms, conditions and specifications of the bidding documents without materials deviations, objections, conditionality or reservations.

- 7.2.3 A Techno-Commercial Bid which is not substantially responsive, may be rejected by WBMDTCL as per Clause 6.11, and may not subsequently be made responsive by the bidder by correction of the non- responsiveness or materials deviation
- 7.2.4 The responsive Techno-Commercial Bid shall then be evaluated in detail to determine whether they are fulfilling the Eligibility Criteria specified in Clause 5.4.
- 7.2.5 During the evaluation of the Techno-Commercial Bid, the Bid Evaluation Committee/ WBMDTCL may, at its discretion, ask the bidder for clarification on their Techno-Commercial Bid, including on the documentary evidence submitted by them for the purpose of meeting the Eligibility Criteria in Clause 5.4. 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 WBMDTCL and the Techno-Commercial Bid of the Bidder may be evaluated by WBMDTCL without any further reference to the bidder.
- 7.2.6 However, no change in the substance of the Techno-Commercial Bid or any modifications in the Bid which may have any future financial impact whatsoever during the Contract Period or substitution of reference mines/ leases or inclusion or exclusion of any experience or credentials of any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM for meeting the Eligibility Criteria shall be allowed. In case such changes are sought to be made by the bidder, the bid shall be rejected forthwith by the WBMDTCL without any further reference to the bidder. It should be noted that any unsolicited letter from the bidder will not be considered in any case.
- 7.2.7 The Techno-Commercial Proposals which meet the Eligibility Criteria shall be recommended by the Bid Evaluation Committee as being technically qualified and such Technically Qualified Bidders shall be considered for opening of their Financial Bid.

7.3 Financial Bid & declaration of preferred bidder

- 7.3.1 The Financial Bid of only the Technically Qualified Bidders shall be opened online . The date, venue and other details related to the opening of Financial Proposals shall be communicated by WBMDTCL to the Technically Qualified Bidders.
- 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 In case, two or more Bidders quoted the same **Share of volume** thereby emerges as H1 Bidders then the following shall be performed as tie-breaker in descending order of priority:
- (a) Such Bidders shall be called upon to quote through sealed cover, a rate higher

than the H1 rate. If any of the Bidders refuse to participate, bid will be finalized among the participating Bidders having agreed to quote revised higher rate. The bidder with the highest rate shall be declared as the **H1 bidder**

- (b) If the quoted rate of two or more bidders as per Clause (a) above is same, then the Bidder with the highest total **work done** in the preceding 4 (four) Financial Years i.e., for FY2017-18, FY2018-19, FY2019-20 and FY2020-21 shall be declared as **H1 bidder**. In case of a tie, the Bidder having highest value of average turnover during the preceding 4 (four) Financial Years, i.e., for FY2017-18, FY2018-19, FY2019-20 and FY2020-21, shall be declared as **H1 bidder**.

7.3.4 LOI will be issued to the H1 Bidder, subject to approval of WBMDTCL. The bidder who receives the LOI is termed as **preferred bidder**.

7.3.5 In case the Preferred Bidder fails to sign the Desilting/Dredging/removal of river bed materials Agreement within the specified time, WBMDTCL shall, at its sole discretion, cancel the LOI and forfeit the Bid Security.

8. Utilization of dredged/desilted river bed materials

8.1 The Bidders shall quote a share of volume of dredged/desilted Silt/Soil/Earth with WBMDTCL as per Clause 6.12. The Successful Bidder determined as per Clause 4.1.8, after sharing the volume of Silt/Soil/Earth with WBMDTCL, may utilize the remaining volume of dredged/desilted Silt/Soil/Earth and **total volume of other Dredged/Desilted materials** at its own discretion after complying with relevant statutory rules/ regulations including payment of royalty, cess and other statutory items.

8.2 WBMDTCL may utilize its **Share of Volume** of the Dredged/Desilted Silt/Soil/Earth for various civilworks with preference to Government Departments.

9. Operations and maintenance

9.1 Desilting/Dredging/removal of river bed materials Schedule

9.1.1 Upon issuance of LOI, the Contractor shall prepare a **monthly Desilting/Dredging/removal of river bed materials schedule** taking into consideration of all applicable rules/ regulations/ notifications/directions issued by Central Govt./ State Govt. from time to time. This monthly Desilting/Dredging/removal of river bed materials schedule is subject to approval by WBMDTCL

9.1.2 The Preferred Bidder prior to deployment of equipment at the Desilting/Dredging/removal of river bed materials site shall submit a list of equipment (dredger, excavator, tipper/ tractor, water sprinkler etc.) proposed to be deployed at the Desilting/Dredging/removal of river bed materials site to WBMDTCL for approval

9.1.3 The Contractor shall have to submit Performance Security of requisite amount and execute the “Works Contract” within 14 days from the Date of Issuance of LOI. The Contractor shall also have to commence the Desilting/Dredging/removal of river bed materials and stocking of river bed materials within a time period of 28 (twenty eight) days from the Date of Issuance of LOI (**“Commencement Date”**)

9.1.4 The Contractor shall ensure to achieve an actual Desilting/Dredging/removal of river bed materials of 80% (eighty percent) of the quarterly Desilting/Dredging/removal of river bed materials schedule during any quarter within the Contract period

9.1.5 Monthly Desilting/Dredging/removal of river bed materials may be increased or decreased based on mutual discussion and consent of WBMDTCL and the Contractor

9.2 Stock measurement and maintenance

9.2.1 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 WBMDTCL from time to time.

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

- i) 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 WBMDTCL from time to time
- ii) 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 WBMDTCL
- iii) Monthly/ Quarterly reconciliation of river bed materials Dredged/Desilted, available stock in the stockyard and despatched/ sold quantity on volume basis
- iv) Monthly/ Quarterly reconciliation of river bed materials Dredged/Desilted, available stock in the stockyard and despatched/ sold quantity on weight basis
- v) Reconciliation report within 7 (seven) days from end of each monthly measurement
- vi) Stock planning of river bed materials for upcoming month

9.2.3 WBMDTCL may carry out surprise visits/ check surveys at its own discretion and any discrepancy found during reconciliation shall have to be resolved by the Contractor in a manner satisfactory to WBMDTCL.

- 9.2.4 WBMDTCL 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, at its own discretion and any discrepancy found shall have to be resolved by the Contractor in a manner satisfactory to WBMDTCL.
- 9.2.5 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 WBMDTCL on monthly basis.
- 9.2.6 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 WBMDTCL 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 WBMDTCL. The costs arising out of this third party measurement process must be borne by the Contractor.
- 9.2.7 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 river bed materials Dredged/Desilted till that point of time.

9.3 Other Obligations of the Contractor

- 9.3.1 The Desilting/Dredging/removal of river bed materials Contractor shall formulate Standard Operating Procedure (SOP) for measurement of stock at stockyard and the same shall be submitted to WBMDTCL for approval
- 9.3.2 The Desilting/Dredging/removal of river bed materials Contractor shall formulate SOP for segregation of Silt/Soil/Earth, boulder, silt, clay etc. to be carried out at the stockyard preferably by sieving methodology considering standard rules/ regulations and the same shall be submitted to WBMDTCL for approval.
- 9.3.3 Machineries shall be operated by experienced operators with valid driving/ operating license wherever necessary and the copies of the same shall be submitted to WBMDTCL
- 9.3.4 The Desilting/Dredging/removal of river bed materials Contractor shall have to obtain all necessary & statutory clearances/ certifications from authorities such as RTO etc.
- 9.3.5 The Desilting/Dredging/removal of river bed materials Contractor shall install, operate and maintain an Optical Character Recognition (OCR) scanning system at the entry and exit

gates of the stockyard 24*7, along with all necessary ancillary systems to ensure easy scanning and recording of vehicle no. mentioned on the license plates for each motorable vehicle moving in and out of the stockyard.

- 9.3.6 The Desilting/Dredging/removal of river bed materials Contractor shall ensure seamless integration of data generated through OCR with necessary database/ portal as per requirement of WBMDTCL
- 9.3.7 The Desilting/Dredging/removal of river bed materials Contractor shall maintain a daily logbook of the opening and closing volume of dredged/desilted Silt/Soil/Earth at the stockyard and Desilting/Dredging/removal of river bed materials site. The Desilting/Dredging/removal of river bed materials Contractor shall also maintain a daily logbook of the equipment/ vehicle deployed
- 9.3.8 The Desilting/Dredging/removal of river bed materials Contractor shall ensure the perfect workable condition of each vehicle to be deployed, such vehicle shall not be older than 10 years as on the bid due date. The Desilting/Dredging/removal of river bed materials Contractor shall submit invoice copies or other documents to the authorized representative of WBMDTCL
- 9.3.9 Water sprinkling shall be done by the Contractor in the reach/stockyard for dust suppression on the roads, reach, dumps etc. and shall be to the satisfaction of WBMDTCL. The Contractor shall deploy and continuously operate sufficient number of water sprinklers of capacity for suppression of dust. The Contractor shall also undertake dust suppression at the stockyard and on the connecting roads between the reach and the stockyard.
- 9.3.10 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
- 9.3.11 Mobilization of men and machinery/ vehicles to the site will be the sole responsibility of the Desilting/Dredging/removal of river bed materials Contractor
- 9.3.12 The Desilting/Dredging/removal of river bed materials Contractor is sole responsible for dust suppression and other environmental protection requirement and amenities
- 9.3.13 The Desilting/Dredging/removal of river bed materials 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 of WBMDTCL or any others during the operation of the contract. All claims or compensation towards such accident shall be settled by the Desilting/Dredging/removal of river bed materials Contractor and WBMDTCL shall not be responsible for any such compensation/ claims
- 9.3.14 The Desilting/Dredging/removal of river bed materials Contractor shall indemnify, defend, save and hold harmless WBMDTCL and its officers, servants, agents,

Government Instrumentalities and WBMDTCL owned and/or controlled entities/enterprises, (the "**WBMDTCL 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 WBMDTCL 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 WBMDTCL Indemnified Persons.

- 9.3.15 The Desilting/Dredging/removal of river bed materials Contractor shall obtain all relevant statutory clearances/ approvals for Desilting/Dredging/removal of river bed materials of river bed materials.
- 9.3.16 The Desilting/Dredging/removal of river bed materials Contractor shall install GPS enabled Vehicle Tracking Devices (VTDs) in the vehicles deployed for transportation of river bed materials from Desilting/Dredging/removal of river bed materials site to stockyard
- 9.3.17 The Desilting/Dredging/removal of river bed materials Contractor shall ensure seamless integration of the VTDs with the applicable system as per direction of WBMDTCL
- 9.3.18 The Desilting/Dredging/removal of river bed materials Contractor shall ensure that a single stockpile of Silt/Soil/Earth is operated for stocking and despatch during any two successive **Stock measurement** period, such that all despatch of Silt/Soil/Earth, (i.e., both **Remaining Volume of Dredged/Desilted Silt/Soil/Earth** and the **share of volume** of dredged/desilted Silt/Soil/Earth) from the stockyard is carried out from that single stockpile
- 9.3.19 The Desilting/Dredging/removal of river bed materials Contractor shall ensure that river bed materials are despatched only from the stockyard
- 9.3.20 The Desilting/Dredging/removal of river bed materials Contractor shall ensure that the equipment deployed for the said scope of work are in good condition to the satisfaction of WBMDTCL.
- 9.3.21 The Desilting/Dredging/removal of river bed materials Contractor shall ensure adherence to any statutory rules and regulations during despatch of river bed materials, as applicable
- 9.3.22 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 WBMDTCL would only deal with the authorized representative and would not deal with any other person/s

- 9.3.23 The Desilting/Dredging/removal of river bed materials Contractor shall adequately handle any local issues if arises, impacting the operations and maintenance of the project
- 9.3.24 The Desilting/Dredging/removal of river bed materials 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.
- 9.3.25 The Desilting/Dredging/removal of river bed materials Contractor shall obtain required license under contract labour [Regulation and Abolition] Act 1970 and Rules made there under.
- 9.3.26 All the required Medical facilities shall be provided to the personnel deployed by Contractor for operation and maintenance of equipment /vehicle.
- 9.3.27 The Desilting/Dredging/removal of river bed materials Contractor shall maintain all the records as required by PF Statutory authorities and submit necessary returns as per the provisions of the Act.
- 9.3.28 No personnel below 18 years shall be deployed at the site.
- 9.3.29 The Desilting/Dredging/removal of river bed materials Contractor shall be responsible for complying with all labour legislations.
- 9.3.30 The Desilting/Dredging/removal of river bed materials Contractor shall ensure adherence to all norms of Environment Pollution as per extant laws
- 9.3.31 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

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 s in the form of Bank Guarantee in accordance to Clause 6.8.3 and **Annexure 5: Format for Performance Security**.
- 10.1.2 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 Gramin Banks, Urban Co-operative Banks and State Co-operative Banks in favour of WBMDTCL.

10.1.3 The Performance Security as mentioned in the data sheet

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

10.1.5 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 as per Section 11, WBMDTCL may forfeit and invoke the entire amount of the Performance Security.

10.2.2 The contractor shall ensure that Desilting/Dredging/removal of river bed materials of river bed materials is as per monthly Desilting/Dredging/removal of river bed materials schedule as per Clause 9.1. If in any month, the Desilting/Dredging/removal of river bed materials quantity is more than twice the monthly Desilting/Dredging/removal of river bed materials schedule, then appropriation of 20% of Performance Bank Guarantee may be done by WBMDTCL. In case the Desilting/Dredging/removal of river bed materials quantity is more than twice the monthly Desilting/Dredging/removal of river bed materials schedule for 2nd instance during the contract period, WBMDTCL reserve the right to take reasoned decision to terminate the contract. In that case WBMDTCL shall forfeit and invoke the entire Performance bank guarantee.

10.2.3 If in any month the Desilting/Dredging/removal of river bed materials quantity of river bed materials is less than 50% of the monthly Desilting/Dredging/removal of river bed materials schedule, then appropriation of 20% of Performance Bank Guarantee may be done by WBMDTCL, if the Contractor is found to be responsible for such action. In case the Desilting/Dredging/removal of river bed materials quantity is less than 50% of the monthly Desilting/Dredging/removal of river bed materials schedule for 2nd instance during the contract period, WBMDTCL reserves the right to take reasoned decision to terminate the agreement. In that case WBMDTCL shall forfeit and invoke the entire Performance Bank Guarantee.

10.2.4 The Contractor on failing to comply with the provision of Clause 9.1.4 for the 2nd instance during the entire contract period, WBMDTCL reserve the right to take reasoned decision to terminate the contract. In that case WBMDTCL shall forfeit and invoke the entire Performance bank guarantee.

10.2.5 During the river bed materials measurement process conducted at the stockyard, in case of deviation on quarterly basis, the Contractor shall be liable for damages for shortfall of quantity. For avoidance of doubt, quantity refers to both volume and weight basis. ***Expected quantity of river bed materials in the stockyard = Opening Stock of river bed materials + Addition of river bed materials into the stockyard during the measurement period – Despatch of river bed materials from the stockyard during the measurement period***
Actual quantity of river bed materials in the stockyard is equal to the measurement of river bed materials as determined by the joint measurement process as per Clause 9.2.7 of this tender document

This is calculated as per the below table:

| Actual quantity of river bed materials in the stockyard expressed as a percentage of the expected quantity of river bed materials in the stockyard | Damages to be paid by the Contractor |
|---|---|
| 90% to 100% | Nil; Contractor has to ensure making good of the total shortfall in the next monthly measurement |
| 70% to less than 90% | Appropriation of 20% of performance bank guarantee; Contractor has to ensure making good of the total shortfall in the next monthly measurement |
| 50% to less than 70% | Appropriation of 50% of performance bank guarantee; Contractor has to ensure making good of the total shortfall in the next monthly measurement |
| Less than 50% | Appropriation of 50% of performance bank guarantee; In addition to and without prejudice to the foregoing, WBMDTCL shall be entitled to terminate the Contract |

10.2.6 At the end of the contract period, final joint reconciliation of volume & weight of river bed materials dredged/desilted, available and despatched shall be carried out. In case of deviation of 10% or more between contracted quantity and actual quantity dredged/desilted, WBMDTCL reserves the right to forfeit and invoke 100% of the Performance Bank Guarantee.

10.2.7 In the event of part or total appropriation of the Performance Security, the Successful Bidder shall be required to top up the bank guarantee constituting the Performance

Security or deposit additional amount towards security deposit 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, with WBMDTCL 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 Gramin Banks, Urban Co-operative Banks and State Co-operative Banks in favour of WBMDTCL 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, WBMDTCL 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 WBMDTCL or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 10.2 of this RFP and the Contractor fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
- (b) the Contractor is in breach of the Desilting/Dredging/removal of river bed materials schedule for the 2nd instance during the contract period as specified in Clause 10.2.2 of this tender document, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) a default of WBMDTCL not occurring due to any act or omission of the Contractor, or (iii) WBMDTCL by way of notice in writing has asked the Contractor to undertake such reduction in the Desilting/Dredging/removal of river bed materials quantity of river bed materials;
- (c) the Contractor is in breach of the Desilting/Dredging/removal of river bed materials quantity of minimum volume of river bed materials for a cumulative of three (3) months as specified in Clause 10.2.4 of this tender document, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) a default of WBMDTCL not occurring due to any act or omission of the Contractor, or (iii) WBMDTCL by way of notice in writing has asked the Contractor to undertake such reduction in the Desilting/Dredging/removal of river bed materials quantity of river bed materials;
- (d) the Contractor is in breach of the maintenance of minimum volume of river bed materials in the stockyard as specified in Clause 10.2.5 of this tender document, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) a default of WBMDTCL not occurring due to any act or omission of the Contractor, or (iii) WBMDTCL by way of notice in writing has asked the Contractor to undertake such reduction in the maintenance of minimum volume of river bed materials in the stockyard;
- (e) the Contractor abandons or manifests intention to abandon the development or operation of the project without the prior written consent of WBMDTCL;
- (f) a change in ownership of the Contractor has occurred in breach of the provisions of the Contract;
- (g) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or materials part of its assets that has a material bearing on the Project;
- (h) 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 WBMDTCL, a materials adverse effect;

- (i) a resolution for winding up of the Contractor is passed;
- (j) 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;
- (k) 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;
- (l) the Contractor submits to WBMDTCL any statement, notice or other document, in written or electronic form, which has a materials effect on WBMDTCL's rights, obligations or interests and which is false in materials particulars;
- (m) the Contractor issues a termination notice in violation of the provisions of the Contract
- (n) 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
- (o) 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 WBMDTCL may have under the Contract, upon occurrence of a Contractor Default, WBMDTCL shall be entitled to terminate the Contract by issuing a termination notice to the Contractor; provided that before issuing the Termination Notice, WBMDTCL 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.

11.2 Other rights and obligations of WBMDTCL

11.2.1 Upon termination for any reason whatsoever, WBMDTCL shall:

- (a) take possession and control of the zone/stockyard forthwith;
- (b) take possession and control of all materials, stores, implements and construction plants on or above the site of the zone/stockyard.
- (c) 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;

11.2.2 The Contractor shall take away all its 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. General Terms and Conditions

12.1 Transfer of Bidding Documents

12.1.1 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.

12.2 Fraud & Corrupt Practices

12.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the award of the contract. Notwithstanding anything to the contrary contained herein, WBMDTCL may reject a bid or terminate the Desilting/Dredging/removal of river bed materials 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 WBMDTCL 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 WBMDTCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security or Additional Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the WBMDTCL under the Tender Document and/ or otherwise.

12.2.2 Without prejudice to the rights of WBMDTCL under Clause 12.2.1 hereinabove, if a bidder is found by WBMDTCL 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 WBMDTCL during a period of 2 (two) years from the date such bidder is found by WBMDTCL 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. WBMDTCL 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

12.2.3 For the purposes of this Clause 12.2, the following terms shall have the meaning hereinafter respectively assigned to them:

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

12.3 Conflict of Interest

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

The bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM and any other bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such bidder, Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, as the case may be) in the other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company/LLP/PARTNERSHIP FIRM, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 12.3.1, indirect 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 and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other

bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM; or

(b) such bidder has the same legal representative for purposes of this Bidding Process as any other bidder; or

(c) such bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM has a relationship with another bidder, or any Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM, directly or through common third party/ parties, that puts either or both of 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 and/or the Subsidiary/ Subsidiaries of its Holding company/LLP/PARTNERSHIP FIRM has participated as a consultant to WBMDTCL in the preparation of any documents, design or technical specifications of the Project

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

12.4 Clarification :

12.4.1 WBMDTCL also reserves the right to ask for clarifications/additional documents from the bidders

12.5 Deviations

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

- (a) Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
- (b) Ambiguities and inconsistency in language of the bid;
- (c) Simple omissions and mistakes;

- (d) Deviations which do not affect in any way the scope and quality of performance of the agreement;

12.6 Miscellaneous

12.6.1 WBMDTCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) 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;
- (b) consult with any bidder in order to receive clarification or further information;
- (c) qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to WBMDTCL by, on behalf of, and/ or in relation to any bidder; and/ or
- (e) 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

12.6.2 It shall be deemed that by submitting its bid, the bidder agrees and releases WBMDTCL, 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.

13. Force Majeure

13.1 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 Clauses 13.2, 13.3 and 13.4 respectively, 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.

13.2 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 ionising 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 Desilting/Dredging/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 set forth in Clause 13.3;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Desilting/Dredging/removal of river bed materials 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 WBMDTCL;
- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through inspection of the Site; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

13.3 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 WBMDTCL to permit the Desilting/Dredging/removal of river bed materials Contractor to continue with the 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.

13.4 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

- 13.5** 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.
- 13.6** 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.
- 13.7** 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.
- 13.8** 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 Bid Letter Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno- Commercial Proposal are true copies of their respective originals.

(To be submitted on the letterhead of the Bidder)

Letter No. [•]

Dated: [•]

From

Bidder's name and address

Details of Authorized Signatory

Name :

Designation :

Telephone No. :

Mobile No. :

Fax No. :

Email :

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited

WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

Dear Sir,

Subject: Submission of Techno-Commercial Proposal for Selection of Desilting/Dredging/removal of river bed materials Contractor for Desilting/Dredging/removal of river bed materials of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, transportation of the dredged/desilted quantity of river bed materials to the designated stockyard and loading of river bed materials into the motorable vehicles at the stockyard

1. With reference to your RFP No. MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022, we have examined the tender document and understood its contents, hereby submit our Bid for Selection of Contractor for Desilting/Dredging/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, removal of river bed materials 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. Our Bid is unconditional and unqualified.

2. I/ We acknowledge that WBMDTCL will be relying on the information provided in the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno-Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.
3. This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Bidder for the **Selection of Contractor for Desilting/Dredging/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, removal of river bed materials 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**
4. We acknowledge the right of WBMDTCL to reject our Techno-Commercial Proposal/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We understand that WBMDTCL may cancel the Bidding Process at any time and that you are neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
6. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
7. We declare that I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM are not another Bidder/ or any other bidders submitting a Techno-Commercial Proposal/ Bid for Selection of Contractor for Desilting/Dredging/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, removal of river bed materials 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.
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 WBMDTCL of the same immediately.
12. The Techno-Commercial Proposal 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 WBMDTCL.
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)

Name:

Designation:

Common Seal:

Date:

Place:

Annexure 2: Format for Power of Attorney

(To be executed on stamp paper of appropriate value)

Know all men by these presents, we.....(name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of.....and presently residing at , who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the **Selection of Contractor for Desilting/Dredging/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak removal of river bed materials 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** 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 WBMDTCL, representing us in all matters before WBMDTCL, participation in the bidding process, representing us in all matters before WBMDTCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with WBMDTCL in all matters in connection with or relating to arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into agreement with WBMDTCL.

AND we 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.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2021.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification a certified true copy of the Board Resolution in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Apostille certificate.*

Annexure 3: Format for Affidavit

(To be executed on stamp paper of appropriate value and duly sworn before a first class magistrate)

Letter No. [●]

Dated: [●]

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited

WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

Subject: **Selection of Contractor for Desilting/Dredging/removal of river bed materials from Kaliaghai River between Amgachiya and Chabukia/Madhabchak, removal of river bed materials 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**

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 Desilting/Dredging/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 WBMDTCL;
- (e) we do not have any conflict of interest in accordance with Clause 12.3 of 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 Clause 12.2 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.

We further declare that:

- (a) All information furnished by us either in any self-certified supporting document or any other document in respect of fulfilment of eligibility criteria of this tender is complete, correct and true
- (b) All documents/ credentials submitted with this tender are genuine, authentic, true and valid
- (c) If it is found at any point of time that our documents are not genuine or false or forged then in that case our tender will be rejected, Bid Security by us will be forfeited and we will be debarred from participating in further/ future WBMDTCL tenders and/ or any action as deemed fit by WBMDTCL 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 WBMDTCL based on verification and will be final and binding on the bidder
- (e) The bidder will allow WBMDTCL to verify all such internal documents of the bidder on demand by WBMDTCL

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

Annexure 4: Format for Declaration against Blacklisting

(To be notarized and submitted by the Bidder)

Date:

To,

The Managing Director
The West Bengal Mineral Development and Trading Corporation Limited
WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

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, WBMDTCL 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 WBMDTCL.

Thanking you,

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Common Seal:

Date:

Place:

Annexure 5: Format for Performance Security

The Managing Director
The West Bengal Mineral Development and Trading Corporation Limited
WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

WHEREAS:

1. (the "Desilting/Dredging/removal of river bed materials Contractor") and [name of the company/LLP/PARTNERSHIP FIRM] represented by *** and having its principal offices at ***** ("WBMDTCL") have entered into an agreement dated (the "Agreement") whereby WBMDTCL has agreed to the execute Desilting/Dredging/removal of river bed materials Agreement for Desilting/Dredging/removal of river bed materials from **Kaliaghai River between Amgachiya and Chabukia/Madhabchak**, removal of river bed materials 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
2. The Agreement requires the Desilting/Dredging/removal of river bed materials Contractor to furnish a Performance Security to WBMDTCL of a sum of **Rs. 34,04,914/- (Rupees Thirty Four Lakhs Four Thousand Nine Hundred Fourteen only)** (the "**Guarantee Amount**") 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")
3. We, through our branch at (the "Bank") have agreed to furnish this bank guarantee ("Guarantee") by way of Performance Security.

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

- i) The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to WBMDTCL upon occurrence of any failure or default in due and faithful performance of all or any of the Desilting/Dredging/removal of river bed materials 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 Desilting/Dredging/removal of river bed materials Contractor, such sum or sums up to an river bed materials sum of the Guarantee Amount as WBMDTCL shall claim, without WBMDTCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

- ii) A letter from WBMDTCL, under the hand of an officer not below the rank of a General Manager or equivalent, that the Desilting/Dredging/removal of river bed materials 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 WBMDTCL shall be the sole judge as to whether the Desilting/Dredging/removal of river bed materials Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision that the Desilting/Dredging/removal of river bed materials Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between WBMDTCL and the Desilting/Dredging/removal of river bed materials Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Desilting/Dredging/removal of river bed materials Contractor for any reason whatsoever.
- iii) In order to give effect to this Guarantee, WBMDTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Desilting/Dredging/removal of river bed materials 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 WBMDTCL to proceed against the Desilting/Dredging/removal of river bed materials Contractor before presenting to the Bank its demand under this Guarantee.
- v) WBMDTCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Desilting/Dredging/removal of river bed materials Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by WBMDTCL against the Desilting/Dredging/removal of river bed materials Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to WBMDTCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by WBMDTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the Desilting/Dredging/removal of river bed materials Contractor or any other forbearance, indulgence, act or omission on the part of WBMDTCL 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 WBMDTCL in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the Desilting/Dredging/removal of river bed materials 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 WBMDTCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of WBMDTCL 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 WBMDTCL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- ix) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of WBMDTCL 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 of the Guarantee Period or until it is released earlier by WBMDTCL pursuant to the provisions of the Agreement.
- xi) Capitalised terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annexure 6: Format for Additional Performance Security

The Managing Director
The West Bengal Mineral Development and Trading Corporation Limited
WBIIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

WHEREAS:

1. (the "Desilting/Dredging/removal of river bed materials Contractor") and [name of the company/LLP/PARTNERSHIP FIRM] represented by *** and having its principal offices at ***** ("WBMDTCL") have entered into an agreement dated (the "Agreement") whereby WBMDTCL has agreed to the execute Desilting/Dredging/removal of river bed materials Agreement for Desilting/Dredging/removal of river bed materials from **Kaliaghai River between Amgachiya and Chabukia/Madhabchak**, removal of river bed materials 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
2. The Agreement requires the Desilting/Dredging/removal of river bed materials Contractor to furnish an Additional Performance Security to WBMDTCL of a sum of **Rs. 1,13,49,712/- (Rupees One Crore Thirteen Lakhs Fourty Nine Seven Hundred Twelve only)** (the "**Guarantee Amount**") 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**")
3. We, through our branch at..... (the "Bank") have agreed to furnish this bank guarantee ("**Guarantee**") by way of Additional 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 WBMDTCL upon occurrence of any failure or default in due and faithful performance of all or any of the Desilting/Dredging/removal of river bed materials 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 Desilting/Dredging/removal of river bed materials Contractor, such sum or sums up

to an river bed materials sum of the Guarantee Amount as WBMDTCL shall claim, without WBMDTCL being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.

- ii) A letter from WBMDTCL, under the hand of an officer not below the rank of a General Manager or equivalent, that the Desilting/Dredging/removal of river bed materials 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 WBMDTCL shall be the sole judge as to whether the Desilting/Dredging/removal of river bed materials Contractor is in default in due and faithful performance of its obligations under the Agreement and its decision that the Desilting/Dredging/removal of river bed materials Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between WBMDTCL and the Desilting/Dredging/removal of river bed materials Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Desilting/Dredging/removal of river bed materials Contractor for any reason whatsoever.
- iii) In order to give effect to this Guarantee, WBMDTCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Desilting/Dredging/removal of river bed materials 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 WBMDTCL to proceed against the Desilting/Dredging/removal of river bed materials Contractor before presenting to the Bank its demand under this Guarantee.
- v) WBMDTCL shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Desilting/Dredging/removal of river bed materials Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by WBMDTCL against the Desilting/Dredging/removal of river bed materials Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to WBMDTCL, and the Bank shall not be released from its liability and obligation under this Guarantee by any exercise by WBMDTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the Desilting/Dredging/removal of river bed materials Contractor or any other forbearance, indulgence, act or omission on the part of WBMDTCL 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 WBMDTCL in respect of, or relating to, the Agreement or for the fulfilment, compliance and/ or performance of all or any of the obligations of the Desilting/Dredging/removal of river bed materials 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 WBMDTCL on the Bank under this Guarantee no later than six months from the date of expiry of the Guarantee Period, all rights of WBMDTCL 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 WBMDTCL in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- ix) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of WBMDTCL 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 of the Guarantee Period or until it is released earlier by WBMDTCL pursuant to the provisions of the Agreement.
- xi) Capitalised terms used herein, unless defined herein, shall have the meaning assigned to them in the Agreement

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Annexure 7: Draft Desilting/Dredging/removal of river bed materials Agreement

This Agreement, made the [•] **[insert day]** day of [•] **[insert month]** month, [•] **[insert year]** year between West Bengal Mineral Development & Trading Corporation Limited, WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II, Bidhannagar, Kolkata-700091 (hereinafter called “the Employer”) and [•] **[insert name and address of Contractor]** (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute [•] **[insert name and identification number of Contract]** (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at [•] (in words) **[insert Share of Volume in cubic feet]** of dredged/desilted Silt/Soil/Earth with WBMDTCL.

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 Desilting/Dredging/removal of river bed materials from **Kaliaghai River between Amgachiya and Chabukia/Madhabchak** (RFP No. MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022) hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the execution and completion of the said scope of work as mentioned in Clause 5.1 of the said RFP (RFP No. MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022) the contractor as per Clause 8.1 of the said RFP may utilize the **remaining volume of Dredged/Desilted Silt/Soil/Earth** and **total volume of other Dredged/Desilted materials** at its own discretion.

The Employer hereby covenants not to assert rights, privileges, claims or entitlement on the **remaining volume of Dredged/Desilted Silt/Soil/Earth** and **total volume of other Dredged/Desilted materials** as per terms and conditions of the said RFP (RFP No. MDTC/SILT/SOIL/EARTH/002/8/Part II/645 dated 01.04.2022) during the contract period.

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

Annexure 8: Duly Filled-in Checklist of Documents to be submitted as part of the Techno-Commercial 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 Techno-Commercial Proposal | | 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 | | | | |
| Techno-Commercial Proposal 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 reference to Memorandum no 3975-F(Y) dated 28 th July 2016

Annexure 11 : Format for Certificate regarding supply of Equipment

To

The Managing Director
The West Bengal Mineral Development and Trading Corporation
Limited WBIDC Building, 3rd Floor, DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

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 equipments through ownership/ lease/ hire:

| # | Equipment (Minimum Capacity) | Minimum No. of equipment |
|---|---|--------------------------|
| 1 | No Dredger compulsory | |
| 2 | Excavator(Bucket Capacity of 0.9cum) | 7 Nos. |
| 3 | Tippers (Capacity of 10 tonne) Or Tractors(Capacity of 5 tonne) | 65 or 130 Nos. |
| 4 | Water Sprinklers | 3Nos. |

The above equipments so deployed will be in good working condition to the satisfaction of WBMDTCL. I/we hereby further declare that, if the declaration is found untrue at any time, WBMDTCL shall be entitled to take any action against my/our organization in any manner that may be deemed fit by WBMDTCL.

Thanking you

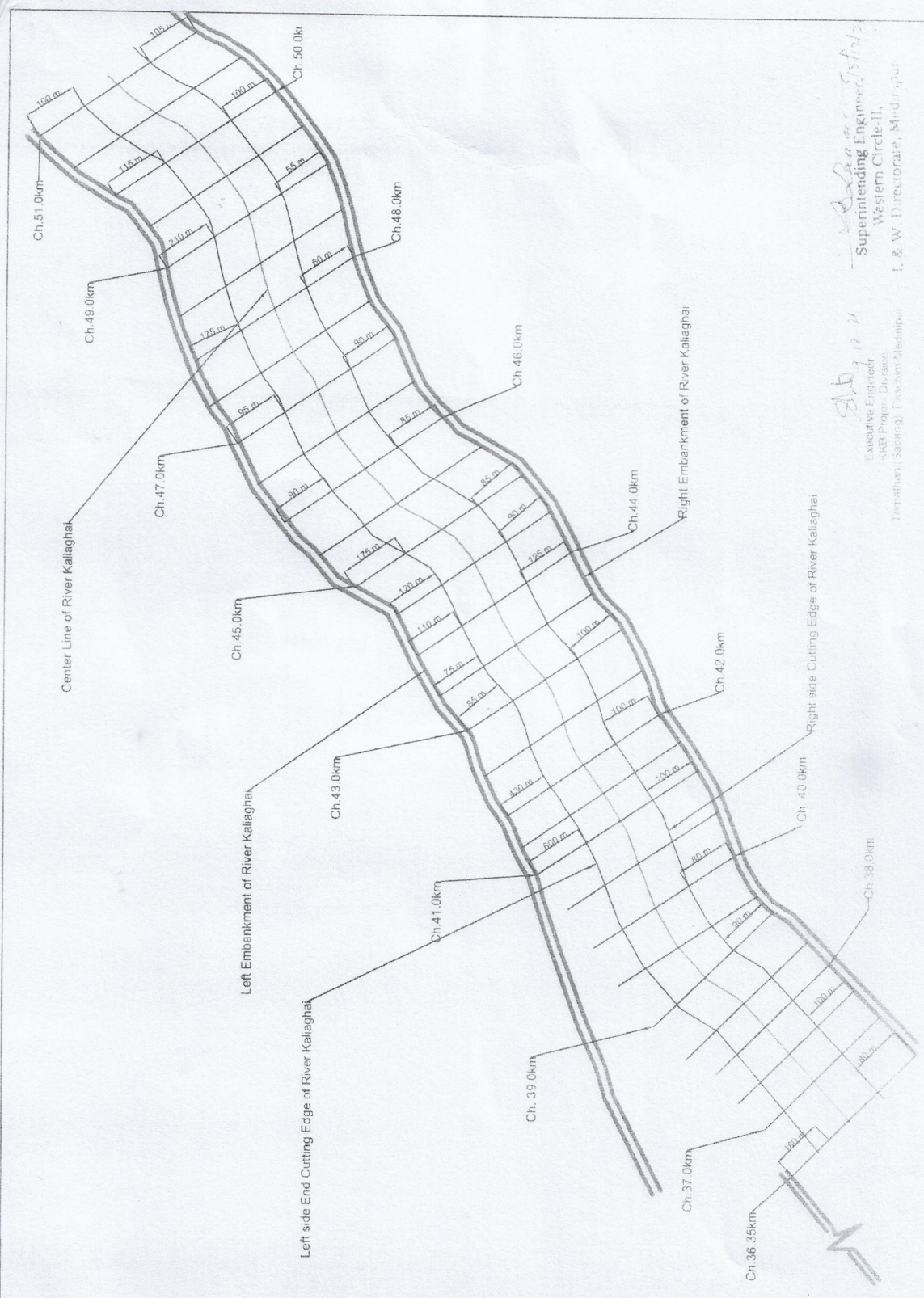
Yours faithfully, (Signature of Authorized Signatory)

Name:

Seal:

Date:

Annexure X : Geo location of the site



15/12/13
 Superintending Engineer,
 Western Circle-II,
 I. & W. Directorate, Medinipur

21/12/13
 Executive Engineer
 S&R Project Division
 Tehsil, Salsang, Paschim Medinipur

Table Showing Comparisons in Bed Width, Design Bed Level, Existing Lowest Bed Level

| Chainage in Km | Bed Width (m) in Sanction estimate of Resuscitation in 2012 | Design Bed Level (m) | Existing Lowest Bed Level(m) | Depth of Cutting(m) from Existing Lowest Bed Level |
|----------------|---|----------------------|------------------------------|--|
| 36.35 | 125 | 0.465 | 0.760 | 0.295 |
| 37.00 | 125 | 0.400 | 1.505 | 1.105 |
| 37.50 | 125 | 0.350 | 1.570 | 1.220 |
| 38.00 | 125 | 0.300 | 2.065 | 1.765 |
| 38.50 | 125 | 0.250 | 2.175 | 1.925 |
| 39.00 | 125 | 0.200 | 2.155 | 1.955 |
| 39.50 | 125 | 0.150 | 2.385 | 2.235 |
| 40.00 | 125 | 0.100 | 2.090 | 1.990 |
| 40.50 | 125 | 0.050 | 2.250 | 2.200 |
| 41.00 | 125 | 0.000 | 2.510 | 2.510 |
| 41.50 | 125 | -0.050 | 2.440 | 2.490 |
| 42.00 | 130 | -0.100 | 2.185 | 2.285 |
| 42.50 | 130 | -0.150 | 2.010 | 2.160 |
| 43.00 | 130 | -0.200 | 1.960 | 2.160 |
| 43.50 | 130 | -0.250 | 1.925 | 2.175 |
| 44.00 | 130 | -0.300 | 1.755 | 2.055 |
| 44.50 | 130 | -0.350 | 1.310 | 1.660 |
| 45.00 | 130 | -0.400 | 1.315 | 1.715 |
| 45.50 | 130 | -0.450 | 1.110 | 1.560 |
| 46.00 | 135 | -0.500 | 1.300 | 1.800 |
| 46.50 | 135 | -0.550 | 0.880 | 1.430 |
| 47.00 | 135 | -0.600 | 0.825 | 1.425 |
| 47.50 | 135 | -0.650 | 0.580 | 1.230 |
| 48.05 | 135 | -0.705 | 0.140 | 0.845 |
| 48.50 | 135 | -0.750 | 0.450 | 1.200 |
| 49.00 | 135 | -0.800 | 0.550 | 1.350 |
| 49.25 | 135 | -0.825 | 0.585 | 1.410 |
| 49.50 | 135 | -0.850 | 0.880 | 1.730 |
| 50.00 | 135 | -0.900 | 0.395 | 1.295 |
| 50.50 | 135 | -0.950 | 0.615 | 1.565 |
| 51.00 | 135 | -1.000 | 0.300 | 1.300 |

Note: This cutting chart is prepared considering all stipulations laid down in the West Bengal Minor minerals concession rules, 2016.

Shute 9.12.21
Executive Engineer
 KKB Project Division
 Temathani (Sabang), Paschim Medinipur

Supriya
Superintending Engineer. 15/12/21
 Western Circle-II,
 I. & W. Directorate, Medinipur