

Enclosure-II

(Latest Modified e-NIT 'Standard Format' for works of 'Tender Value' (Amount Put to Tender) above Rs 45.0 lakh)

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NOTICE INVITING e-TENDER

e-NIT No. WBIW/SE/MEC/NIT- 05(e)/2017-18.

Separate tenders are hereby invited by the **Superintending Engineer, Mechanical & Electrical Circle, Irrigation & Waterways Directorate** on behalf of the Governor of West Bengal through electronic tender, (e-tender) under single stage two part e-Procurement System (Part I: Techno-commercial bid and Part II: Financial bid) for the 'LIST OF WORKS' given in next page from eligible Bonafide contractors/agencies/bidders having desired Prequalification eligibility credential for execution of works of similar nature and requisite financial capability. The technical bid in Part-I would require the bidder to only qualify for the next stage and the Part-II comprising financial bid would determine final selection of bidder for execution of the work.

Intending contractors/bidders desirous of participating in the e-tender are required to login the Government of West Bengal e-Procurement website having URL <https://wbtenders.gov.in> and locate this tender by typing **WBIW/SE** in the search engine provided therein, or by logging-in using their assigned user ID and password. They may also visit the official website of Irrigation & Waterways Department, Government of West Bengal www.wbiwd.gov.in and locate the same e-tender by clicking the "e-Procurement" link.

Contractors/bidders willing to take part in this e-tender are required to obtain a valid Digital Signature-Certificate (DSC) from any of the authorized 'Certifying Authorities' (CA) under Controller of Certifying Authorities (CCA), Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safescrypt, e-Mudhra Consumer Services Ltd, TCS, MTNL, IDRBT) or as notified by the CA /Finance Department, GoWB from time to time. DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through a registration system available in the above mentioned websites. A list of such licensed CAs' is also available in the CCA website cca.gov.in. The prospective contractors / bidders may contact the Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, or through designated e-mail addresses of ID:irrigationhelpdesk@gmail.com and dvscsc6816@gmail.com with Telephone No. 033-23346098 and the State Level e-Procurement Help Desk located at the Ground Floor of Jalasampad Bhavan, through wbehelphdesk@gmail.com on any working day between 10AM-5PM for any query on e-tendering procedure, obtaining DSC and free of cost training on e-tendering usage.

Intending contractors/bidders are required to download the e-tender documents directly from either of the websites stated above. Tender/bid is required to be submitted on-line with the help of the e-Tokens provided. **This is the only mode of submission of tender.** The interested bidders eligible for the tender may submit their bids through the e-Procurement System using their valid DSC e-Token with assigned PIN and using login ID and password. Details of e-tender submission procedure for participating in tenders of the State Government have also been explained in the 'Bidders Manual', which is available in the Departmental website www.wbiwd.gov.in. Minimum period given to the contractors/bidders for submission of e-bids is counted from the date on which the notice inviting tender including e-tender is actually published in newspaper(s).

Last date & time of submission of bid electronically, is on 18.10.2017 till 17.00 Hours IST.

The applicant bidders/contractors must read carefully all the 'Terms & Conditions' contained in this e-Notice Inviting Tender (e-NIT). He/she should particularly go through the Pre-qualification (PQ) works & financial eligibility criteria, and satisfy himself/herself of all the mandatory requirements. Bidders desirous of participating in the e-tender should submit bids for the work only if they fulfill the minimum PQ eligibility criteria and are in possession of all the required PQ documents in original.

All information posted in the website consisting of e-NIT and related documents, WB Works Contract Form No.2911(i)/2911(ii), Bill of Quantities (BOQ), EMD exemption order, if any, of competent authority, corrigenda and drawings etc. if any, all shall form a part of the Tender Agreement / contract document.

LIST OF WORKS

e-N.I.T No. WBIW/SE/MEC./NIT-05 (e)/2017.-18.

Sl no	Name of Work/Projector , Procurement except services	Designated Executive Engineer to function as DDO & EIC (In case of more than one is engaged, EIC to be decided by the Tender Accepting Authority)	Amount put to Tender (Tender Value) (Rs)	Earnest Money Deposit (Rs)	Time allowed for completion (In English Calendar days)	Source of Fund	Minimum eligibility criteria to match the Prequalification (PQ) works credential in terms of execution of similar previous works contract (*)	'Physical Milestones' for completion of each work within stipulated time (Refer to Clause 19 of the General Terms & Conditions)
1	2	3	4	5	6	7	8	9
1	Supply Installation Testing Commissioning of Biometric Time Attendance monitoring and recording system, acquisitions and incorporation of employees data within the system software etc. for 14 different office setups at different locations within the state of West Bengal under Irrigation & Water ways Department.	Executive- Engineer, Metropolitan Electrical Division, I&WDte.	2,91,67,933.00	5,83,359.00	180 days	Core state plan	<p>Summary of minimum eligibility desired for technical qualification and for next stage of financial bid of this tender:</p> <p>A. Prequalification (PQ) Work Credential:</p> <p>i. Gross notional value of Completion Certificate (CC) of at least one 100% completed single project works contract (defined at clause 6) during the current FY and preceding five FY of similar nature (defined at clause 7) to the particular work in this e-NIT, for which the bidder intends to participate.</p> <p>ii. Gross notional value of that similar work cited by bidder as PQ work credential calculated by multiplying the gross final value of the work as per the CC with a factor as stated under Clause 7 I(a), should not be less than 30% of the amount put to tender of the work for which the bidder chooses to participate.(The same shall be minimum 60% for Consortium/JV)</p> <p>iii. Finally, the PQ work criteria of 'similarity' will be established, only if summation of values of any one of the following conglomerate of items, calculated from the uploaded BOQ of the bidders PQ work credential and further multiplying the sum by the factor stated in Clause 7 III and is greater than the monetary value of the corresponding conglomerate of items shown below:</p> <p>a. Major Item description in brief: SITC of biometric attendance system</p> <p>b. Rs.87,51,000.00(Minimum PQ work credential in absolute value in Rs)</p> <p>B. Financial capability in preceding three FY within zone of last five FY:</p> <p>a) Average Gross Annual Turnover of the bidder except for Consortiums and Joint Venture Companies for three FYs within preceding five FY as stated in clause 7 V, should be at least of 30% of Amount put to Tender amounting to Rupees Rs.87,51,000.00 b) The same for Consortiums or Joint Ventures should be at least of 90% of the Amount put to Tender amounting to Rs..2,62,52,000.00</p> <p>c) Bidder's Net worth in three preceding financial year within zone of preceding five financial years should be positive determined from Audited Profit & Loss Accounts and corresponding audited balance sheets stated in Clause 7v c. (Both A. & B stated above should be simultaneously fulfilled as minimum eligibility for qualifying in the Technical Bid Evaluation stage, and all claims for eligibility are to be substantiated with valid legally authentic documents during submission of on-line bid itself)</p>	<ol style="list-style-type: none"> 1) Site Preparation..15 days 2) Supply of materials...15 days. 3) Installation..120 days. 4) Testing & Commissioning.. 15 days 5) Trial Run 15 days.

(*) For Consortium & Joint Venture, additional criteria mentioned under Cl. 1 (Note), 4.2B(II) & Cl. 7 V of the General Terms & Conditions in e-NIT may be referred.

(General Terms & Conditions of e-tender: 'Tender value' above Rs. 45.00 lakh upto Rs 5000.00 lakh)

1. Eligibility for participation in e-tender under National Competitive Bidding (NCB)

Bonafide Indian Organisations/ Firms /Companies/State Registered Co-operative Societies/ valid Consortiums and Joint Venture Firms or Companies having proven pre-qualification (PQ) work credentials in execution of engineering construction and procurement projects of similar in nature under Government sector not otherwise blacklisted or debarred on the date of publication of this e-NIT are eligible to participate subject to fulfilling the PQ eligibility criteria laid down in the subsequent paragraph.

Note: In case of Consortium and Joint Venture, the maximum number of constituents shall be restricted up to 3 (Three), and each of the constituent must have at least 20% of desired average annual turnover from business in preceding three financial years within zone of immediate five financial years. Individual constituents of a Consortium or JV cannot form another Consortium or JV to bid in the same e-tender.

The Lead Member of a Consortium/Joint Venture is to be declared during bid submission in specimen format Form-4. In case of Consortium and Joint Venture, all constituents are required to furnish together, on-line individual PQ Work credentials and other eligibility documents with their e-bid.

2. Participation in more than one serial of work out of list of works in the e-tender notice.

Any contractor/bidder may bid for a maximum of 50% of the total number of works (Serial of works if a number of works have been tendered in the same e-NIT) rounded up to next higher integer, published in any particular e-NIT, subject to a maximum of three, depending on his/her PQ work credential and financial capabilities, details of which have been explained later.

3. Pre-bid Meeting:

'Pre-Bid' meeting would be held in the office chamber of the Tender Inviting Authority (TIA) preferably on Day 4 or 5 from the date of publication of e-NIT, which shall be notified in the date schedule of e-NIT for all works having tender value above Rs. 4.00 crore, in order to acclimatize the prospective contractors/bidders through an interactive open session, replying to their queries, and clear doubts in connection with the tendered work/s, if any. The minutes of this pre-bid meeting containing clarifications if any, would be uploaded by the TIA within 2 (two) working days in the designated folder of e-tender in e-Procurement portal.

4. Submission of bid

4.1 General procedure for submission of e-bid

Bids are to be submitted electronically only through on-line bid submission in the e-Procurement portal www.wbtenders.gov.in as stated earlier. All documents uploaded in the e-tender by the Tender Inviting Authority forms an integral part of the works contract/Agreement. Contractors/bidders are required to upload the entire set of tender documents along with all other relevant PQ documents as asked for in the e-NIT, electronically through the above portal, within the stipulated date and time as notified in the e-NIT. Tenders are to be submitted in two parts/folders at the same time for each work, one being 'Technical Proposal' and the other 'Financial Proposal'. The contractor/bidder should carefully go through all the documents of the e-tender and prepare to upload the scanned copies of original documents in a 'Portable Document Format' (PDF) files in the designated link in the web portal as their 'Technical Bid'. He/she needs to fill up the rates of items/percentage above or below or 'At-par' in the BOQ downloaded for the work in the designated cell in 'Excel sheet only', and upload the same in the designated link in the portal as their 'Financial Bid'. Documents uploaded are virus scanned and digitally signed using the 'Digital Signature Certificates' (DSC). Contractors/bidders should especially take note of all the *Addenda* and *Corrigenda* notices related to the e-Tender and upload all of these documents also forming a part of their bid as tender document. Documents uploaded by the contractors/bidders with all information & financial bid/rate comprising 'Technical bid' and 'Financial bid' cannot be changed after last/end date and time for submission of e-tender.

4.2 Technical Proposal

The Technical Proposal should contain scanned PDF files of all documents and declarations in the following standardised formats in two part covers or folders.

4.2 A Technical (Pre-Qual) Cover

- i. **Applications for e-Tender:** vide Self Declaration in specimen *Form-1* which is to be uploaded during bid submission in "**Forms**" folder.

- ii. **Affidavits or undertakings of bidders in 'Forms' folder:** Self declaration of bidder not having common interest in any other work tendered under different serials of this particular e-NIT *vide Specimen Form-2*, Power of Attorney to sign contract/Agreement on behalf of a Firm, Company, JV, Consortium except for Proprietorship Firms *vide specimen Form-3*, declaration as an affidavit in Non Judicial Stamp paper of Lead Member of a Consortium/Joint Venture in Specimen *Form-4*, self declaration on antecedents and performance of the bidder in specimen *Form-5* and Additional Performance Security Bank Guarantee of value of 10% of the amount put to tender if quoted bid price is lower than 20% of the amount put to tender in specimen *Form-6* are to be uploaded during bid submission in "**Forms**" folder.
- iii. **Notice Inviting e-Tender** (e-NIT) is to be uploaded during e-bid submission in "**NIT**" folder.
- iv. **Addenda/Corrigenda:** If published in connection with the NIT is to be uploaded in the '**NIT**' folder merged with e-NIT documents during e-bid submission.
- v. **Agreement format:** In WB Form No. 2911(i)/2911(ii)/EPC published in the e-Tender are to be uploaded during e-bid submission in "**2911**" folder.
- vi. **Drawings:** The GAD/Plan/Map published in the e-Tender by the Tender Inviting Authority is to be downloaded by the bidder and again uploaded during e-bid submission in "**Drawings**" folder)

4.2A.NOTE: i. Contractors/bidders are required to keep track in the e-Procurement website www.wbtenders.gov.in for all the Addenda or Corrigenda notices and documents published in connection with a particular e-Tender within the bid period and upload the same, digitally signed by him/her along with their e-bid. Tenders submitted without Addendum/Corrigendum are liable to be treated as incomplete and thereby may be liable for disqualification or rejection.

- ii. Form 1, Form 2, Form 3 and Form 5 are taken from bidders by TIA as self declarations' or undertakings and PDF of affidavit in specimen Form 4 for Consortiums/JV and BG in specimen Form-6 if applicable. These formats are specimen or samples only, which may be firstly downloaded by bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid. Authenticity of Bank Guarantee would however be verified from issuing Bank by the tendering authority.

PDF files of all other original documents in support of their eligibility and PQ work credential shall have to be mandatorily submitted under the OID cover folders as detailed below:

4.2 B. My Document [OID* Cover]:

My Document Format for uploading in OID folder:-

Sl. No.	Folder Name	File Description	Details	Remarks if any
I	Certificates	<i>certificates.pdf</i>	<ol style="list-style-type: none"> 1. Latest Professional Tax Payment Certificate (PTPC) or, PT payment challan for current financial year or Government Order for exemption in other States, where applicable. 2. Valid PAN Card in the name of bidder/organisation 3. Valid GSTIN applicable under GST Acts & Rules. 4. Income Tax Return under IT Act of immediate preceding financial year. 	Refer to Clause 4.2B(I) at next page for details
II	Company Details	<i>companydetail s.pdf 1</i> <i>companydetail s.pdf 2</i>	<ol style="list-style-type: none"> 1. For Proprietorship Firms, Partnership Firms, Registered Company, Registered Co-operative Society, valid Joint Venture or Consortiums (ValidTradeLicense/ acknowledgement/ Receipt of application for Trade License/ Revalidation applicable under the Rules) 2. OTHER REQUIREMENTS:- For Partnership Firms (Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms, as applicable) 	Refer to Clause 4.2B(II) at next page for details

II Continued..			<p>3. For Companies (Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members)</p> <p>4. For State Registered Co-operative Societies: (Society Registration certificate from ARCS of the State, Society by-laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules)</p>	
			<p>5. For legally constituted Consortiums/ Joint Venture of Firms/ Companies: (Registered MoU or Agreement, for Consortium /JV, Registration under ACRS/ROC, in addition to satisfying requirements stated earlier for individual constituent Firms/Companies forming the Consortium/JV)</p>	
III	Credential of work	Credential pdf 1 Credential pdf 2	<p>1. BOQ/SoR and Work Order/ Award of Contract duly authenticated by issuing authority.</p> <p>2. Pre-Qualification Work credential of one 100% completed work as desired in the NIT as the Completion Certificate (CC) duly authenticated by appropriate competent authority.</p>	Refer to Clause 4.2B(III) at next page for details
IV	Financial credential	P/L and audited Balance sheet for year -1.pdf1 P/L and audited Balance sheet for year-2.pdf2 P/L and audited Balance sheet for year-3.pdf3.	Profit & Loss accounts and audited balance sheets along with relevant annexure containing the designated Forms 3CA/ 3CB/3CD, as applicable, under IT Act, having Average Annual Turn Over above Rs 1.0 crore, else only Audited Profit & Loss Accounts for last three years within the zone of preceding five financial years from date of publication of e-NIT is required	Refer to Clause 4.2B(IV) at next page for details
V	Declarations	Declaration.pdf	Work programme prepared by TIA in the form of Bar Chart etc defining the Physical Milestones within the construction period for implementation of the project as per e-NIT & contract/agreement.	Refer to Clause 4.2B(V) below for details

* OID denotes Other Important Documents.

Notes:

- i. It is desirable that all documents stated above in PDF files shall be uploaded by bidders during on-line bid submission, only in specified, designated folders.
- ii. Validity of documents submitted by bidder shall be determined on the date of publication of tender (e-Notice Inviting Tender)

4.2 B(I) Certificate/s: (name of the file should be "**certificates.pdf**")

The following are to be uploaded in scanned PDF files in this folder.

- a. Professional Tax Payment Certificate (PTPC) or the PT payment challan/ receipt for current financial year/Waiver Order of competent authority in other States as applicable.
- b. Valid PAN Card of the bidder/s are required;
- c. Valid 15 digit Goods and Service Tax payer Identification Number (GSTIN) as per GST Act, 2017 & Rules.
- d. Latest authenticated Income Tax Return for current financial year or immediate preceding financial year of bidder.

4.2B(II) Company Details: (name of file should be "**companydetails.pdf**")

- i. Documents mentioned in tabular format under Clause 4B, as applicable.
- ii. Details required for Consortiums or Joint Ventures formed by Organisations/ Firms or Companies: Agreement/Memorandum of Understanding, and deed of Consortium formed out of Proprietorship and /Partnership Firms, and documents of Registration of Partnership Firms in the certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms. In case a Partnership Firm is yet to receive Form No. VIII, a "Memorandum" issued by the Registrar of Firms may also be accepted. Any change in the constitution of the Consortium or any of its constituent Firms should also be intimated to the office of the Registrar of Firms prior to submission of the bid and a certified copy of the revised Form No. VIII, showing changes in its constituents are required to be submitted with the e-bid. Also, the lead member of the Consortium/JV should be clearly declared in the '**Forms**' folder in specimen Form-3.

For Companies, incorporation Certificate, valid Trade License or acknowledgement of issuing authority of receipt of application for Trade License / renewal, 'Memorandum of Articles' registered under the Registrar of Companies (ROC) under the Indian Companies Act, List of owners/ Directors/Board Members are to be uploaded with the e-bid. For Consortiums/Joint Ventures formed by individual Companies, Memorandum of Understanding/Agreement of Consortium or JV. In a Joint Venture all documents are to be mandatorily signed by all constituents of that JV. The lead member of the Consortium/Joint Venture of Companies should be clearly declared in a registered Non Judicial Stamp paper of appropriate value during submission of e-bid in specimen Form-4 inside '**Forms**' folder.

Note: *Self declarations in specimen Form-3 regarding authorized user of DSC and signing of bills and contract if selected and in Form-4 regarding such authorization for Consortium/Joint Venture is required to be submitted with the e-bid. Power of Attorney of competent owners/first promoters is to be submitted, if the power is delegated for signing of Agreements/s to persons on behalf of the bidder/s.*

- iii. For State Registered Co-operative Societies
 - a. Society Registration certificate from ARCS (Assistant Registrar of Co-operative Societies, GoWB) and By-Laws for Cooperative Societies under West Bengal Co-operative Societies Act, 2006 and Rules, 2011 and all amendments.
 - b. Latest Auditor's Report of Directorate of Co-operative Audit under Department of Co-operative, Government of West Bengal within preceding five financial years as per Societies Act & Rules.

4.2B(III) Credential of work/Prequalification experience "**credential.pdf**"

- i. Bill of Quantities (BOQ) along with Work Order/Award of Contract; duly authenticated by the competent authority is to be submitted under Technical cover (name of file should be "**credential.pdf 1**").
- ii. Pre-Qualification work credential (100% CC) issued in favour of the contractor/bidder as contained under clause 6 of e-NIT (name of file should be "**credential.pdf 2**").

4.2B(IV) Financial credential explanation:

- a. Profit & Loss Accounts and Audited Balance Sheets of the preceding three financial years with licensed auditor's certificate regarding Annual Turnover from business with relevant Annexure in IT Form 3CA/3CB/3CD as applicable for the bidder, having Annual Turnover above Rs 1.0 crore in each financial year which is to be evaluated by the Bid Evaluation Committee as an average or arithmetic mean over the said three financial years. Auditor's certificate should preferably contain his/her Membership / Registration no. of Registered Audit/CA Firm and contact details for verification purposes.

As per IT Act for all type of Firms having Annual Turnover from business less than Rs. 1.00 crore, Profit & Loss accounts and audit balance sheets only is required certified by a Licensed CA Firm/Audit Firm.

- Note:**
- a. *If the bidder Company/Firm was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years.*
 - b. Any additional document considered necessary by the bidder related to 4.2B (IV).

4.2B(V) Declarations: Work Programme published with the e-Tender by the TIA in the form of a Bar Chart etc defining the Physical Milestones within Construction period for implementation of the project as per contract in '**declarations.pdf**' folder.

Note: No file in Technical (Pre-Qual) cover or OID cover folder is allowed to be kept blank/empty. Where ever the

forms and documents are uploaded by the Tender Inviting Authority, the same is to be downloaded, duly filled up converted to pdf file and again uploaded after digital signing forming a part of tender document. Any other documents sought from the bidders are to be converted to pdf, digitally signed and uploaded along with their bid.

4.3 Financial proposal / bid under Financial cover:-

The financial bid should contain the following documents in one cover or folder.

- i. **Bill of Quantities (BOQ):** The contractor/bidder is required to quote the rate as percentage above or below the estimated amount put to tender or 'at-par' with tender value, on-line, in the space marked for quoting rate in the BOQ.
- ii. Only the downloaded sheet of the above document in excel format is required to be uploaded by the contractor/bidder.
- iii. BOQ without a valid numeric rate at the designated space provided in the BOQ will be disqualified and rejected outright. Contractors/bidders willing to quote "at-par" rate shall need to write "0" in the 'space' provided for rates in the BOQ.

5. Tender Fee and Earnest Money Deposit (EMD)

i. Tender Fees:

Entire set of e-Tender documents are made available free of cost through the State Government e-Procurement portal having URL <https://wbtenders.gov.in> and also in the e-Procurement link of Departmental website www.wbiwd.gov.in. Cost for tender document will not be charged even during execution of a formal tender contract-agreement. However, the contractors/bidders may wherever necessary shall be suitably charged for additional/multiple copies of drawings, specifications, Schedule of Rates booklet etc. and such fee may be suitably determined by the Tender Inviting Authority as per existing Rules.

ii. Earnest Money Deposit (EMD):

Intending bidders desiring to make payment of Earnest Money (EMD) has to do the same through e-Payment banking system, on-line and should beforehand read the instructions carefully, particularly those contained in the challan generated in the e-transaction of the portal, if opted for EMD payment through RTGS/NEFT. Quoting bid price in financial bid stage below 20% of the estimated amount put to tender(Tender value) is not desirable, as it leads to a doubt regarding the intension of the bidder to deliver good quality work on due time. Additional Performance Security as Bank Guarantee shall be obtained in specimen Form-6 from any RBI approved Indian Bank located in West Bengal only, if the L1 bid is below 20% of the amount put to tender in addition to EMD and Security Deposit. (I&WD No. 09-W/2017-18 dated 20.07.2017 may be referred in the order link of wbiwd.gov.in) Authenticity of BG would be verified from the issuing bank during technical evaluation stage of tender.

5A. Login by bidder:

- a. A bidder desirous of taking part in e-tender floated by the State Government shall login to the e-Procurement portal of the Government of West Bengal www.wbtenders.gov.in using his/her login ID and password by using their valid DSC.
- b. He/she will select the tender to bid and initiate payment of pre-defined EMD fixed for that tender by selecting from either of the following payments modes:
 - i. Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii. RTGS/NEFT in case of off-line payment through bidders bank accounts in any Bank approved by RBI in India.

5B. EMD payment procedure:

- a. **Payment by Net Banking out of any listed bank through ICICI Bank Payment Gateway:**
 - i. On selection of Net Banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to electronically transact the EMD.
 - ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the e-transaction.
 - iii. Bidder will receive a confirmation message on registered mobile phone regarding success/failure of the transaction.
 - iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD against unique codes for identification of the tendering authority.

- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.
- b. Payment through RTGS/NEFT:**
 - i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
 - ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own designated Bank account.
 - iii. Once payment is made, the bank would provide an “**UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
 - iv. If verification is successful, the fund get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD.
 - v. Hereafter, the bidder will go to e-Procurement portal for final submission of his/her e-bid within pre-assigned last date of submission of e-tender.
 - vi. If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's bank account.

Note: EMD made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line final bid submission. Thus, the bidder is to take precaution in case of RTGS/NEFT transfers, so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

5C. Refund/Settlement Process for EMD:

- i. After decrypting/admitting of all e-bids, the preliminary technical bid evaluation (TBO) summary sheet would be published in the Portal after two working days, and thereafter at least after four working days, the Final technical evaluation (TBE) summary sheet would be published in the Portal with simultaneous electronic processing in the e-Procurement portal by the tender inviting authority done so that status of the all bids as qualified or disqualified; based on the Final Bid Evaluation Sheet (FBE) is made available to all bidders along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the EMD on-line transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 will be refunded, through an automated e-process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iv. As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer to Government Receipt under Public Accounts of the State through GRIPS where under the security deposit will also be collected in connection with the work.
- v. All refunds will be made mandatorily to the Bank account from which the payment of EMD was initiated.
- vi. If the e-tender is cancelled, then the EMD would be reverted to the original bidder's bank account automatically after such cancellation order is processed online by the Tender Inviting Authority.
- vii. TIA reserves the right to forfeit the EMD electronically in case of breach/violation of tender rules as defined under clause 9 & 10.

6. Completion Certificate as Prequalification (PQ) Work Credentials:

- i. Completion Certificates (CC) for 100% completed works (Gross 100% final billed value) within last five financial years will only be accepted as valid PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ work Credential. Payment Certificate without containing other mandatory details as required in standard Completion Certificate formats of the PQ work credential shall not be treated as valid CC.
- ii. CC should preferably contain the name, postal address, contact Telephone No. and FAX and e-mail ID, of the office and designation of the officer/ authority issuing the CC for the work along with the name of work

and amount put to tender (Tender Value). Illegible certificates if issued, incomplete contact details making it time consuming for verification purposes of CC outside the jurisdiction of the State and those having incomplete information may be rejected.

- iii. Completion Certificates (CC) of previous works successfully completed in the Irrigation & Waterways Directorate will be considered. CC of 100% completed works executed in any other State / Central Government Ministry / Department / Organisation / Govt. Undertaking / Govt. Enterprises or Nationalised Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ work credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

7. Pre Qualification (PQ) eligibility criteria

Eligibility criteria for prequalification (PQ) of a contractor/ bidder based on his/her credential of 100% completed work and financial capacity in the zone will be determined as per Rules stated below:

- 7 I (a). Firstly, gross bill value of the work as per CC of single works contract of similar nature completed during the current year and preceding five FY will be multiplied by the following factors to take care of the inflationary effects to arrive at the gross notional amount.

Year	Description	Multiplying factor to arrive at gross notional amount
Current	-	1.00
1 st	1 year preceding the current financial year	1.08
2 nd	2 years preceding the current financial year	1.16
3 rd	3 years preceding the current financial year	1.26
4 th	4 years preceding the current financial year	1.36
5 th	5 years preceding the current financial year	1.47

Note: For cases where two contractors/bidders are participating in a e-Tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders submit work credential of having completed the same job either wholly or partly, then in such case the credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder during evaluation of the tender. If the PQ work credentials submitted by hitherto contractors/bidders are for different works, then both the PQ work credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

- 7 I (b). Gross notional amount calculated from the CC of a single similar work stated in 7(I) (a) above and completed within immediate five preceding financial years on the date of e-NIT, **should be at least 30% of the amount put to tender i.e Tender Value.** However, for Consortium/JV where CC of individual entities of the Consortium/JV are to be considered, sum of gross notional work value in respect of the CC of individual entities for works of similar nature (one for each entity) aggregate should be at least **60%** of the amount put to tender for which the bid is invited.

7 II Guidelines for ascertaining works of similar in nature

- 7 II. Following major conglomeration of items having weight age of 25% or more in terms of monetary values in respect of amount put to tender for a work are to be identified and the monetary value of each of the major item is to be calculated by the Tender Inviting Authority for any particular work listed in the e-NIT by summing up the associated items of the BOQ coming up under any of the major items as described below:
- a. Earthwork (Type A): Earthwork in dry excavation in irrigation canals / drainage channels or relating to embankments on river banks/ sea front / drainage channels / irrigation canals from borrow pit earth or transported earth, by manual / mechanical means including leads, lifts, and disposal by transportation etc complete.

- b. Earthwork (Type B): Earthwork is wet excavation in flowing channels/rivers/ reservoirs by barge/pontoon mounted excavators including all leads & lifts and disposal by transportation etc complete.
- c. Brickwork /Boulder Masonry Work (other than Buildings): Brickwork/boulder masonry work and cement plaster, excluding brick block pitching and similar works.
- d. Concrete work (other than those for Buildings & Roads): PCC, RCC of all grades, with reinforcement steels in hydraulic structures (i.e. structures on or across rivers / streams or jhora/ sea fronts/ drainage channels / irrigation canals excluding C.C block pitching / lining works) including formwork and staging etc complete.
- e. Structural Steel works: All types of structural steel work including M.S Sheet piles supply, fabrication, erection / installation etc complete.
- f. Protection work (Type-A): CC blocks/cement concrete lining / toe walls / boulders of all kind, dry brick pitching / brick block pitching / loose boulder apron / crated boulder dumping, boulder/blocks in PP rope-gabions / brick bat dumping for sausage or aprons or under water, scour hole depth filling by boulders / brick bats in geo-bags, sand/earth filled geo-bags, laying of inverted filters below pitching by conventional brick bats / jhama bags or geo-jute or geo-synthetics, including supply, carriage and laying at site etc complete.
- g. Protection work (Type B): Bank protection work with bullah and bamboo, porcupine cages/groynes or spurs made with porcupines, pitching/dumping by loose poly-bags or crated poly bags, including supply, carriage, placing/driving in position at site etc complete.
- h. Road work (Type A): All items related to construction / renovation /improvement of bituminous roads/rigid concrete pavements etc complete.
- i. Road work (Type B): All types of fair weather roads involving use of boulder/brick bats/jhama bats/river bed materials/moorum etc complete.
- j. Building work: All items related to brickwork, cement concrete work including reinforcement steel, scaffolding staging, shuttering, plastering, painting and flooring of buildings etc complete.
- k. Any other major item or conglomeration of items not mentioned above, namely procurement of goods, equipments, machineries, Tools & Plants, Mechanical, Electrical works, specialised jobs, Fitting, Fixtures etc determined as Major items in respect of the SOR/BoQ of tendered items fulfilling the required criteria.

7 III. Monetary values of each of the 'major items' or 'conglomeration of items forming a major item' contained in the 'BOQ' of this e-tender is to be multiplied by a factor 0.40 to arrive at the minimum required PQ work credential in terms of execution of similar items and clearly stated in absolute terms as amount in rupees in column 8 of 'List of Works'.

7 IV. If value of summation of those items contained in the BOQ submitted by the bidder as its PQ work credential matches with at least one of the major items or conglomeration of items stated in the minimum PQ work credential at column 8 of the 'List of Works' in the e-tender and is equal to or exceeds the amount of any one of the PQ financial eligibility criteria specified at column 8, the BOQ of that bidders PQ work credential may be considered as similar work or similar nature work subject to fulfilment of the following conditions:

- a. After summation, the value may further be multiplied by the factors stated in the table under clause 7 (I) to take care of the inflationary factors.
- b. Whenever PQ work credential of individual entities of a Consortium/Joint Venture is considered, multiplying factor of 0.40 stated in Clause 7 III should be considered as **0.80** of combined values of the BOQ.

Note:-

- i. If the items of work contained in the tender are such that even after combination and addition of those into categories of major items defined as illustrated in clause 7 II, the aggregate amount being less than 25% of the amount put to tender, the Tender Accepting Authority shall decide on appropriate major items, one or two among the list of important predominant items in the tender BOQ and direct the Tender Inviting Authority to fix the financial PQ eligibility requirement (monetary value of such items) accordingly in column No. 8 of the list of works of the tender for determination similar nature.
- ii. PQ work Credential for Type 'B' earth work may also be considered to ascertain similarity in nature for work involving Type 'A' earthwork but the reverse cannot be considered. Similarly, PQ work credentials for Type 'A' protection works may also be considered to ascertain similarity in nature for work involving Type 'B' protection work but not vice-versa.
- iii. Eligibility for similar nature of work will be judged on the basis of items of works in the BOQ/SoR of the that

particular serial of work in the e-tender, mentioned in absolute terms in rupees, and the corresponding Major items with that of the PQ work credential and AOC with BOQ uploaded by the bidder in support of the CC.

7 V. Eligibility criteria based on average annual financial turnover of the bidder

- a. Apart from satisfying eligibility criteria based on PQ work credential stated in Clause 7 I to IV, the Annual financial Turnover requirements stated below must also be satisfied to declare a bidder eligible for a particular work.
- b. **Average of Annual turnover from business within any three FY with the zone of immediate preceding five FY as stated in clause 4.2 B(IV) should be at least 30% of the amount put to tender of work in which the bidder intends to participate.** However, for Consortium/JV, such Average Annual Turnover should be at least 90% of the amount of tender in which the Consortium /JV intends to participate and each entity to have 20% of required Average Annual Turn Over for immediate three preceding financial year. Documents sought under Technical & OID cover folders are mandatory for all the entities of the Consortium/JV.
- c. **'Net financial worth' of the bidder should be positive in the three financial years for which the Annual turn over documents referred under 7Vb. have been uploaded, for qualifying in technical bid. It would inter alia mean that the total assets of a financial year minus Gross total liabilities as per Audited Balance Sheet should be of positive value.**

8. Eligibility criteria for participating in more than one serial of work in an e-NIT

Normally, separate BOQ and Completion Certificate (CC) of 100% completed different works are to be provided by a bidder as PQ work credential for participation in separate works in a particular e-NIT. However, BOQ and CC for one particular work may be considered eligible for participation in maximum two numbers of serials of work in the same e-NIT, provided requisite PQ work credential vis-a-vis PQ work credential (both work as well as financial capacity of Major items and Turn over etc) desired in column 8 of the 'List of Works' for two works being bid by the same bidder is to be arithmetically added and satisfies the requirement in all respect from one such CC submitted in both the serials from the point of view of ascertaining similarity in nature of work.

Example:

- a. Suppose, major items of two works in any particular tender is 'earthwork', the financial requirement of earthwork required for both the serials are arithmetically added and the combined amount is less than or equal to the amount of earthwork contained in the CC of one work, the bidder will be eligible for both the works.
- b. Suppose that major item of two works in any particular e-tender are 'earthwork' and 'concrete work', the financial requirement for the two major items of 'Earthwork' and 'Concrete work' contained in the BOQ of the two serials are less than or equal to the amount of the corresponding items contained in the CC as PQ work credential determined by the BOQ of the AoC of bid, the bidder becomes eligible for both the works.
- c. However, one BOQ and Completion Certificate (CC) will be considered for a maximum of two serials of work in an e-tender.

9. Penalty for suppression / distortion of facts and withdrawal of L1 bidder before acceptance of LOI

If a contractor/bidder fails to physically produce the originals of documents (especially Bank Guarantee, 100% Completion Certificates and P/L accounts with audited balance sheets), or any other bid document on demanded by the Tender Evaluation Committee (HTEC/TEC) which were submitted as soft copies in PDF files with their e-bid, within a specified time frame, need arising due to any material deviation detected in the uploaded soft copies, leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the e-tender process at any stage prior to signing of Contract-Agreement or the issue of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and the contractor/bidder may be suspended/debarred from participating in all future tenders on the e-Tender platform of I&WD as per approval of the Suspension Committee/ Debarment Committee for a maximum period up to 3 (Three) years. In addition, his/her EMD of the tender will stand forfeited by the Government. The concerned Chief Engineer then will issue the necessary suspension order in writing with intimation to the defaulting contractor/bidder, other Chief Engineers, Centralized e-Tender Cell and also the Government in the Irrigation & Waterways Department. Copy of suspension order/Departmental debarment order should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request for uploading the order in the Departmental website under the link "List of suspended/debarred contractors". Penal measures in regard to various offenses shall be guided in terms of the Departmental

Notifications/Orders and these rules would be considered a part of the tender document.

10. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS

A. SCOPE:

The procedures laid down in subsequent paragraphs shall govern the suspension/debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal.

B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT

A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked by the competent authority.

A Joint Venture or Consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of suspended / debarred Joint Venture or Consortium shall, likewise, not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked.

C. DEFINITION OF TERMS:-

i. Bidder: A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement with the Department shall be referred as bidder.

ii. Bid Evaluation Committee or Tender Evaluation Committee (HTEC/TEC/QBEC in short):

a. 'Bid/Tender Evaluation Committee' (TEC) for the bids invited by the Superintending Engineer upto Rs. 200.00 lakh value will be comprising of i) Concerned Superintending Engineer as Chairperson and Convener, ii) Concerned Executive Engineer as Member, iii) T.A to Superintending Engineer of concerned Circle or any other Executive Engineer of the Circle as Member,

b. Bid/Tender Evaluation Committee' for the bids above Rs. 200.00 lakh (HTEC) value invited by the Superintending Engineer will be comprising of i) Concerned Superintending Engineer as Chairperson and Convener, ii) Another Superintending Engineer within the zone as per High Value Tender Evaluation Committee order as Member, iii) Concerned Executive Engineer as Member, iv) T.A to Superintending Engineer of concerned Circle or any other Executive Engineer of the Circle as Member,

c. or, the QBEC or any other Evaluation Committee constituted by the Department from time to time.

iii. Consolidated Debarment List: A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.

iv. Contract implementation: A process of undertaking a project in accordance with the contract /Agreement documents.

v. Debarment: An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.

vi. Debarred Bidder: A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.

vii. Department: Irrigation & Waterways Department, Government of West Bengal

viii. Debarment Committee (Committee competent for issuing Debarment Order):

The "Debarment Committee" will be comprising of the (i) The Secretary, Irrigation & Waterways Department as Chairperson and Convener, (ii) The Chief Engineer (South), Irrigation & Waterways Directorate as Member and (iii) The Director of Personnel & Ex-officio Chief Engineer, Irrigation & Waterways Directorate as Member, (iv) The Financial Advisor, Irrigation & Waterways Department as Member, (v) For mechanical and electrical works, the Superintending Engineer, Mechanical & Electrical Circle for works of North Bengal, the Superintending Engineer, North Bengal Mechanical & Electrical Circle as Members.

The Debarment Committee is authorised to decide to place alleged bidders under debarment.

- ix. Entity:** A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium /Corporation having an agreement/contract for any procurement with the Department shall be referred as entity.
- x. Offence:** A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.
- xi. Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
- xii. Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.
- xiii. Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.

D Suspension Committee (Committee competent for issuing Suspension Order):

“Suspension Committee” will be comprising of i) Concerned Chief Engineer of the jurisdiction of work involved as Chairperson and Convener, ii) SE attached to the Chief Engineer as Member and iii) Concerned Superintending Engineer of the respective Circles as Member.

For River Research Institute & Dam Safety Organisations, the concerned Chief Engineer, Irrigation & Waterways Directorate will act as Chairperson and the Directors as Member cum Convenor of the Suspension Committee as stated above.

E GROUNDS FOR SUSPENSION AND DEBARMENT

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one’s name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other Department of State Government and / or Central Government.
- vi. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vii. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii. Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the Department or any other type complaint considered fit by the competent authority of the Department are received from more than one officer or at more than one occasion from individual officer.
- ix. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- x. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/supervisor certificate of competency as specified in the contract.
- xi. Refusal to accept an award after issuance of ‘Letter of Acceptance’ or enter into contract with the Government without justifiable cause.
- xii. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the ‘Letter of Acceptance’, ‘Letter of Acceptance cum work Order’, ‘Work Order’, ‘Notice of Proceed’, ‘Award of Contract’ etc.
- xiii. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract.
- xiv. For the procurement of consultancy service/contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance:
 - a. Non deployment of competent technical personnel, competent engineers and / or work supervisors;

- b. Non deployment of committed equipment, facilities, support staff and manpower; and
- c. Defective design resulting in substantial corrective works in design and / or construction;
- d. Failure to deliver critical outputs due to consultant's fault or negligence; and
- e. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost,
- f. Allowing defective workmanship or works by the contractor being supervised by the consultant.
- xv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xvi. Wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and / or just cause.

F. CATEGORY OF OFFENSE:

- a. First degree of offense: Sl No. 10E(i). to (xvi) are to be considered as first degree of offense.
- b. Second degree of offense: Any one of the offenses as mentioned under Clause 10E (i) to (xvi), committed by a particular bidder/contractor/supplier on more than one occasion would be considered as second degree of offense.

In addition to the penalty of suspension /debarment, the bid security/earnest money placed by the concerned bidder or prospective bidder shall also be forfeited.

- c. Debarment procedure and rules with guiding principles are published as Departmental Notification available in wbiwd.gov.in in the Notification link.

G. PENALTY FOR OFFENSE:

- a. For committing 1st degree of offense: Disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal up to 2 years.
- b. For committing 2nd Degree of offense: Disqualifying a bidder from participating in any procurement process under the Irrigation & Waterways Department, Government of West Bengal for a period of 3 (three) years.

11. Taxes & duties to be borne by the Contractor/bidder

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes shall be made by the implementing authority.

12. Site inspection prior to submission of tender

Before submitting a bid, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable likely factors and difficulties to be involved during execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards. In this connection intending contractors/bidders are advised to attend the 'Pre-Bid' meeting with the Tender Inviting Authority on the prefixed date to get his/her doubts cleared if he/she desires. He/She may also contact the office of the designated **Executive Engineer, Metropolitan Electrical** Division in between 11.30 hours to 16.30 hours on any working day, prior to the date of actual submission of e-bid in the e-tender.

13. Conditional and incomplete tender

Conditional and incomplete tenders are liable to be summary rejected. No off-line document will be entertained until completion of e-Tender process by acceptance of L1 bid by the competent Accepting Authority.

14. Opening and evaluation of tender

14.1 Opening of a Technical Proposal

- i. Technical proposal will be opened by the Tender Inviting Authority or his/her authorised representative/s electronically in the official website stated earlier, using their authorised valid Digital Signature Certificate/s

(DSC).

- ii. Intending contractors/bidders may remain present if they so desire.
- iii. Technical cover documents (vide Clause 4.2.A) will be opened /decrypted first and if found in order, Cover (Folder) for OID (vide Clause 4.2.B) will be opened/decrypted. If there is any deficiency in either of the Technical cover documents, the bidder may be summarily disqualified and rejected.
- iv. Decrypted (transformed into readable format) documents of the Pre-Qual Technical cover and the OID (Other Important Document) Cover will be decrypted/downloaded and handed over the decrypted bid documents in soft and hard copies to the designated Tender Evaluation Committee.
- v. Procedure to be followed for opening of a '*Financial bid*' is explained later under clause 14.5 of e-NIT

14.2 Tender Evaluation Committee

Committees constituted from time to time by the Government in the Irrigation & Waterways Department for evaluation of Technical proposals of the contractors/bidders for e-tenders will function as Tender Evaluation Committee (HTEC/TEC/QBEC etc).

14.3 Uploading of list of technically qualified contractors / bidders in the web portal/s

- i. After electronically decrypting on the designated date and time the e-bids received, all the bids will be admitted for downloading of documents without verification by the TIA and placed before the HTEC/TEC for evaluation. The bidders shall receive an automated message through e-mail/text message that their bids have been decrypted. The TEC shall within a minimum of 2(Two) working day scrutinise the bids and Technical Bid opening Summary sheet (TBO) shall be uploaded by TIA pursuant to preliminary scrutiny and decision of the Tender Evaluation Committee (HTEC/TEC) with reasons for preliminary rejection, and preliminary list of eligible bidders/ contractors for a particular serial of work whose Technical proposal have been considered for uploading in the web portal/s by the HTEC/TEC.
- ii. While evaluating, the HTEC/TEC may, if they so desire, summon the contractors/bidders and seek further clarification/information or seek verifications of original hard copy of any of/all the documents already submitted on-line, and if these cannot be produced within stipulated timeframe, their bids will be liable for rejection.

14.4 Process of Technical Evaluation during tender

Within 24 hours of uploading the TBO summary sheet containing Preliminary Technical Qualification result, any of the aggrieved bidder, may seek clarification / redressal / review from the TEC on the list of bidders, in writing/through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed in the Departmental Notification shall be followed. In case, the review only seeks the eligibility of the applicant himself, views of the Tender Evaluation Committee (HTEC/TEC) would be communicated in writing to that bidder within next two (2) working days. If the bidder is not satisfied with the clarification of the TEC, he/she may appeal to the concerned Chief Engineer within 24 hours of receipt of communication from the TEC. The concerned Chief Engineer will dispose such complaints jointly, in associated with at least another available Chief Engineer within next 2 working days. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The TIA shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of HTEC/TEC as per TBE summary sheet. Thus at this stage the rejected bidders will get back their EMD. e-mail communication in official e-mail address of TIA or TAA shall be treated as a valid mode of communication. The minimum time period from date of TBO summary sheet uploading and TBE summary sheet uploading shall be 4 working days or more.

14.5 Opening and Evaluation of Financial Proposal/bid

- i. Financial proposals of the bidders/contractors declared technically qualified by the Tender Evaluation Committee (HTEC/TEC) will be opened electronically by the Tender Inviting Authority in the web portal stated above on the pre-notified date and time.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors/ bidders remaining present at that time, else they may login their respective e-tender accounts to see the (CS) comparative statement in the web portal.
- iii. After opening the financial proposal, the preliminary summary result containing inter-alia the names of contractors/bidders and the rates quoted by them will be uploaded and the result will be made available in the e-tender web platform.
- iv. If the Tender Accepting Authority (TAA) is satisfied that the rate obtained is fair and reasonable and

there is no scope of further lowering down of rate, he/she may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the concerned Executive Engineer and after their acceptance by the Tender Acceptance Authority (TAA) instruct the Tender Inviting Authority to upload the financial bid evaluation summary as result containing the name of contractors/bidders and the rates quoted by them against each work.

- v. If there is any scope for lowering down of rate in the opinion of the Tender Accepting Authority being abnormally high above 10% of the amount put to tender i.e Tender value, the e-NIT shall be cancelled and invited afresh. No post tender negotiation is permitted. Only in a **very rare and exceptional case**, with prior recommendation and advice of Government appointed Tender Committee bid negotiations with **only the L1 bidder** to lower down the L1 rate obtained in re-tender, through sealed bid/ e-Tender cum reverse auction may be conducted by the Tender Inviting Authority in presence of Tender Accepting Authority for reasons to be recorded in writing.
- vi. If there is no contractor/bidder or the number of contractors / bidders in the 1st tender is less than three, the e-tender has to be cancelled. In case of participation of more than three bidders, if the number of technically qualified bidder falls below three, the tender/e-NIT is to be cancelled as well and fresh e-tender vis-a-vis 2nd call e-Tender or even 3rd call e-Tender may be invited by suitably lowering of minimum eligibility PQ criteria (work & financial) for bidders with wide publicity of Re-tender notices through electronic and print media.
- vii. Final result after acceptance of the rate by the Tender Accepting Authority, if within the delegated power of acceptance would have to be uploaded in the e-Procurement platform. Otherwise, the matter may be referred to the Government Appointed DTC and the appropriate Government for decision.
- viii. The Tender Accepting Authority may ask the L1 bidder/contractor to submit analysis of rates to justify the rate quoted by that bidder after declaration of financial bid evaluation result.
- ix. If the lowest (L1) bidder/contractor backs out there should be Re-tendering in a transparent and fair manner. In such a situation the TIA may call for re-tender with bid submission time period should normally be 21 days for value above Rs. 100.00 lakh, and 14 days for value exceeding Rs. 10.00 lakh but upto Rs. 100.00 lakh.

14.6 Procedure to be followed for final acceptance of tender & Award of Contract

- i. The lowest (L1) financial bid for all works tenders is accepted as a rule. If for any reason the lowest (L1) bid is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- ii. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted as per delegated power to the Superintending Engineer up to Rs 2.00 crore, and at least three valid bids have been received in the financial bid stage, provided tender value after abatement is within the administratively approved cost. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted above tenders of value beyond Rs2.00 crore with the recommendation of DTC by the Chief Engineer if at least three valid bids have been received in the financial bid stage. In case of 5% excess over administratively approved amount, proposal for revised administrative approval would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised administrative approval.
- iii. Above 5% and up to 10% of the Tender Value can be recommended to the Government for acceptance by the Departmental Tender Committee (DTC) subject to the conditions that valid technically qualified bids should not be less than three and L1 bid is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised administrative approval would have to submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of Revised Administrative Approval/ Revised Financial sanction.
- iv. If the response to an e-Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through e-Tender web portals. Prior to invitation of Re-Tender / fresh e-Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-Tender' (e-NIT) shall have to be reviewed/relaxed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- v. If the number of valid bids received even in re-tender is less than three, it should be referred by the TIA to the DTC and the appropriate Government along with the recommendation of the DTC for decision, in accordance with Finance Department Memorandum and other relevant orders in vogue at the time of publication of the tender.
- vi. For acceptance of L1 bid after 2nd / 3rd re-tenders is still above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 14.5 (v), with that of the

Department shall have to be sent to the Finance Department for decision.

15. General guidelines for acceptance of e-Tender

Lowest valid rate should normally be accepted in accordance with the procedure laid down in clause 14.6. The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same L1 rate or even cancel the tender and invite fresh re-tender.

16. Tender Accepting Authority*

As per delegation of power for tender acceptance, competent accepting authorities for different values of tenders is stated below, provided at least three valid bids are received in the financial bidding stage of the tender/Re-tender:

- i. For tenders up to Rs 200.00 lakh plus 5%*: *Superintending Engineer of the Circle, Irrigation & Waterways Directorate*
- ii. For tenders above Rs 200.00 lakh*: *Concerned Chief Engineer, I&W Directorate. Lowest bid for tenders of value above Rs. 200.00 lakh obtained is above the estimated cost put to tender, approval of DTC before acceptance of tender by Chief Engineer is required even if three valid bids have been received.*

* Procedure to be followed in terms of Finance Department Notifications on delegation of powers for acceptance applicable at the time of bid acceptance.

17. Signing of formal tender contract/agreement after acceptance of e-tender

The contractor/bidder, whose bid is approved for acceptance, shall within 15 days of the receipt of Letter of Invitation (LOI) or Letter of Acceptance (LOA) in his / her favour, will have to execute a 'Formal Agreement' with the Engineer-in-Charge in quadruplicate in W.B.F. 2911(i)/2911(ii) and all other contract documents, entire set of which may be obtained free of cost from the office of the designated **Executive Engineer, Metropolitan Electrical Division** in-charge of the work tendered.

If the selected L1 bidder fails to turn up even after 30 days after the initial 15 days from the date of uploading of the AOC in the e-Procurement portal or the despatch date of official communication for signing of the Contract/Agreement, the selected bidder is liable for penal actions which shall comprise blacklisting, debaring from future participation in Government tenders, immediate forfeiture of the Earnest Money deposited in the tender, other penal actions as stipulated under clause 9 & 10 of the e-NIT, the Departmental Notification and also contained in contract W.B Form No. 2911(i)/ 2911(ii)/ Agreement.

18. Payment against bills raised by the contractor

Periodic Tax invoice/bills containing bidders GSTIN & other details needs to be submitted by the supplier/contractor to the DDO for raising claims for receiving payments of work executed under this contract /upon achieving physical Milestones clearly showing separately the Tax charged in accordance with the provisions of the GST Act, 2017.

The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained.

19. No cost escalation in any form is included in the Tender Contract Agreement.

20. Bid validity

The Bid will be normally valid for **120 days** from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to written confirmation of the contractor/bidder (s) to that effect.

21. Definition of Physical Milestones:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and which shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of contract on the part of the contractor; the contractor shall be bound in all cases, to achieve the 'Milestones' as specified in this NIT into various 'Identifiable and quantifiable construction related stages' pertaining to the work. For all works the contractor within 15 days of receipt of Letter of Acceptance shall submit a work programme commensurate with period of construction in the form of a Bar Chart of uploaded work programme, stating the timeline of such different Milestones. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to pay compensation.

If the contractor fails to commence and/or maintain required progress over the total time allotted for its full

completion and fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other rights or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will also apply to items or group of items for which a separate period of completion has been specified. The bidder is required to digitally sign and upload the work programme in the form of Bar Chart or otherwise in the '**Declaration**' folder during bid submission for all works tenders.

22. Withdrawal of bid in a Tender

Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission and has been accepted for further processing, is not allowed. EMD will be forfeited by the Government and the L1 bidder/contractor penalised in terms of clause 9 referred earlier would be applicable.

23. Modification of standard e-NIT format for works of tender value above Rs. 50.00 crore

For e-tenders beyond amount put to tender of Rs. 50.00 crore, the instant standard e-NIT format may be suitably modified by the concerned Chief Engineer with the approval of Government Appointed Departmental Tender Committee (DTC), provided such modifications shall in no way and manner be in contrary to the orders and spirit of guidelines and orders of the I & W Department and the Finance Department, GoWB.

24. Schedule of important dates of this e-Tender

Sl. No	Activity	Date & Time	Remarks	
1.	e-tender Publishing Date in Newspaper	26.09.2017	To be made available with the e-NIT in the website	
2.	Document Download start date	26.09.2017 at 11.00 Hrs		
3.	Pre-bid Meeting to be held at the office of Tender Inviting Authority	NA		
4.	Bid submission start date	26.09.2017 at 11.00 Hrs		
5.	Document Download end date & bid submission end date	18.10.2017 upto 17.00 Hrs		
6.	Bid submission end date	18.10.2017 upto 17.00 Hrs		
7.	Technical Bid opening date	23.10.2017 at 11.00 Hrs		
8.	Technical Bid opening Summary sheet (TBO) containing Preliminary Technical Bid Evaluation Summary uploading date	To be Notified later		
8.	Uploading of final summary sheet of Technically qualified bidders or Technical Bid Evaluation Sheet (TBE)	To be Notified later		
9.	Financial Bid opening date	To be suitably decided by TIA		To be notified to concerned bidder/s through e-mail & SMS through auto-generation in the system.
10.	Uploading of Financial Bid evaluation sheet (FBE)	-do-		
11.	Uploading of the Letter of Invitation / Acceptance (LOI/LAO)	-do-		
12.	Uploading of Award of Contract (AOC) (Work Order)	-do-		

*TIA: e-Tender Inviting Authority

*TAA: e-Tender Accepting Authority

25. Extension of last date for e-bid submission or any other Addendum/Corrigendum, if unavoidable is to be notified as per Finance Department guidelines, in the e-Procurement Portal, Departmental website and in Notice boards at least 24 hours before the original validity period of bid submission. Extension of last bid submission date by issuance of a Corrigendum shall not be treated as 2nd or subsequent call of Re-tender.

Additional Terms & Conditions

1. The Executive Engineer of the concerned Division shall be the Engineer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority. If there is more than the Executive Engineer assigned for the tender, the Chief Engineer would designate the Engineer-in-Charge for the work.
2. Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the Government.
3. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
5. Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
6. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
7. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer
8. No mobilization / secured advance will be allowed unless specified otherwise in the contract or the e-Notice Inviting Tender.
9. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
10. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for

laying out the work and for taking and checking measurements for which no extra payment will be made.

12. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
14. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
15. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.
18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of three categories.
 - a) Materials issued directly to the work and subject to recovery.
 - b) Materials issued from departmental go down and subject to recovery.
 - c) Materials issued free of cost.

Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.

20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.

21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of such materials.
22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
25. Reinforcement steel rods/MS sheet piles/bitumen will be issued when stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
- 26. SCHEDULE OF MATERIALS TO BE SUPPLIED DEPARTMENTALLY AND THEIR RECOVERY RATES**

Sl. No.	Name of materials	Issue rate (in `)	Unit	Penalty recovery rate for loss or misuse or wastage (if otherwise not mentioned specifically in the SoR)	Place of delivery
01	Cement		MT	2 (Two) times issue rate	Department al Godown
02	Reinforce-ment steel rods, structural steel members, M.S sheet Piles		MT	2 (Two) times issue rate	-do-
03	Bitumen		MT	2(Two) times issue rate	-do-

27. All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

Sd/-
 Superintending Engineer
 Mechanical & Electrical Circle
 Irrigation & Waterways Directorate

(DIGITAL SIGNATURE IS SUFFICIENT)

Special Terms & Condition

1. The security deposit will be returned only after successful completion of work & after completion of the AMC period. In the event of failure to execute the order satisfactorily by the bidder during the warranty period, the security deposit will be forfeited.
2. **Warranty & Maintenance:-** The successful Bidder must furnish a warranty for all hardware, software and network items supplied for providing free post-installation comprehensive onsite maintenance and replacement support during a warranty period of 01 (one) year the said materials from the date of successful commissioning of overall configuration as certified by the Engineer-in-Charge. Warranty period shall commence after Commissioning of the job.
3. **Product Literature:-** The bidder shall enclose product brochures, data sheets etc. of all major components like biometric attendance device/scanner, smart card access controller, NVR , cameras, video management software, server, storage, switch, etc. along with the technical bid.
4. Design, Engineering, Supply, Erection and Commissioning of complete Biometric Attendance management system at the designated locations as per features and requirements given in this document copy of design must be submitted to the EIC.
5. Supply and laying of all cables through cable racks, cable trays, conduits or inside suitable trenches (to be provided by the vendor including back filling) as required.
6. Installation, testing, commissioning, field acceptance, test run and stabilization of the complete system should be done by the agency.
7. Completion of drawings / documents as per the execution of work at site. should have to be submitted by the agency
8. User Documentation, Warranty Certificates, Training etc. to be provided by the bidder.
9. Quotation specific authorization letter from the Original Equipment Manufacturer (OEM) for major items in their original letterhead addressed to the quotation inviting authority to support their offer should be submitted by the agency in technical bid.
10. Any other instruments / equipments / services, which are not explicitly mentioned above or in the price bid but deemed necessary for the successful operation of the system complete in all respects, shall have to be done in bidder without any additional cost.
11. Company & brand together should be present in India at least for last 5(five) years.
12. The Bidder shall have proper office providing support and services in Kolkata, West Bengal.
13. The Bidder must have engineers on its roll.
14. The Bidder should have its own service / maintenance facility. They must have their office in Kolkata,
15. Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any Govt. Agencies.
16. **OEM should have proper office in Kolkata at least from last 5 years, documentary evidence should be provided.**
17. the bidder and OEM must be an ISO 9001:2008 certification and certificate must be submitted in technical bid.

Sd/-
Superintending Engineer
Mechanical & Electrical Circle
Jalasampad Bhawan, (6th floor),

SCOPE OF WORK

Technical Specifications:

The proposed solution must be on 3-Tier architecture preferably (Web based) and preferably be built on OPC (proprietary solutions will also be acceptable) to achieve high stability & security, low TCO, ease of functionality and scalability. If any proprietary framework is used for deployment of the whole attendance system, all the licenses has to be supplied by the Bidder and the cost of Licensing of the proprietary platform will be included in the 'Total Cost Of Ownership' of the solution.

Solution Details:

Architecture:

Hardware should have two – tier architecture with separate Reader & Controller, to achieve 100% redundant system of capturing the time stamps and proper backup. Bidder has to ensure 100% attendance capturing and in case of any network or power failure attendance punch should not miss under any circumstances.

Network Compatibility:

Entire attendance recording devices, including controllers, server and client machines, will be TCP/IP networked. All these devices should also be both IPv4.0 & IPv6.0 compatible

Mode of Attendance Capturing:

Employee attendance data to be captured in real time in Biometric combined with Attendance card & key-in Authentication.

Detailed Hardware Specification

Detailed hardware specification for all devices are given in Annexure-I to Annexure-VIII

Time and Attendance Management Software (TAMS)

The application software will govern the Attendance Management parameters like Attendance Validation, Leave Management, and should be able to connect with the Payroll software(IFMS) and with future ERP system i,e compatible to connect NIC as & when needed, however required formats would be provided by I & WD as and when the integration is required.

The proposed solution must be on 3-Tier architecture (Web based) and preferably be built on Open Source Framework to achieve high stability & security, low TCO, ease of functionality and scalability. If any proprietary framework is used, then the cost should include as mentioned above. The solution will have the following key features:

Must be multi-user & secured with proper audit trail .

The WEB-UI of solution must be fully compatible with Microsoft Internet explorer on client-side OS Platform with its full functionality.

Any Industry Standard Database (SQL/RDBMS), must be used,

Application Framework preferably be on php/java.

The **TAMS** should support industry standard for database, networks, printers, video cameras, and more, such as OPC.

Target Web Server / application server must be secured against Malwares and hacking etc

The solution should enable I & WD'S staff to maintain the application quickly and easily, assuming staffs maintaining the application have an average level of IT literacy.

The whole **TAMS** will work on VPN with centralized management.

System Description

The System shall use biometric (fingerprint) authentication technique employing optical sensors for 1:1 biometric data matching with maximum 2 fingerprint templates stored on the smart cards with minimum 4 Kilobytes of rewritable memory.

The solution shall be based on individual smart cards to be issued to employees. The smart cards shall be based on iClass or MIFARE/DESfire 13.56 Mhz architectural platform for storing & accessing data items with minimum 1 KB memory. The Proposed System shall use Direct-to-card type dye-sublimation printing for smart card personalization. The smart cards shall employ lamination as additional levels of security, as per the advice/policy of I & WD'S.

The Proposed System shall store perpetual attendance records of all the employees & contracted personnel including all the transaction history associated with them.

The Controller / Readers shall provide an interface to the User ID card & the biometric signature verification & shall also perform the credential processing, data storage, controlling, & transaction logging and decision taking tasks at the device / controller level for uninterrupted system function even in case of a link failure.

Separate Readers for 'Enter' and 'Exit' operations may be used in most places. However, system should accept the changes as and when needed. The attendance system as well as the 'Time & Attendance Management' application must be able to handle the hybrid scenario.

Readers should provide a screen for messages to employees at the time of Attendance marking. Following messages must be displayed:

Access Granted or Denied

Employee ID

Time of Entry /Exit

These messages can be targeted for entire employee population, groups of employees, or individual employees.

The Proposed System wiring shall use structured cabling schema comprising CAT 6 cable for IP connectivity, 5-pair IS-694 compliant 1 sq mm cable for Wiegand data communication & 3-core 1.5 sq mm IS-694 compliant cable for power.

All employees shall be enrolled for biometric authentication. Each location will be provided with IN & OUT Reader-controllers connected to the centralized application through the LAN/WAN. Each employees personal details & photograph will be stored on central server & fingerprint will be captured on-location/single registration area and will be stored on the smart card.

Employees will be categorized based on locations, designations, zones, shifts, Departments and any other parameter specified by the Deptt. . These parameters will be used to configure external and internal access, across various zones within the installation.

The Proposed System application will be seamlessly integrated with the I & WD'S HR management, payroll & ERP/IFMS/NIC system whenever needed in future, as of now none of these functionality required, however required formats would be given by the Deptt,

Other Technical Requirements

The Battery Backup of Biometrics Based Attendance Monitoring Systems shall be Minimum 1 Hrs (Either external or internal).

The Biometrics Based Attendance Monitoring Systems shall have built in TCP/IP connectivity.

All Access Controllers shall be enclosed inside a minimum IP30 rated enclosure. However these will be mounted in indoor locations.

The preferred system should make use of web technologies for reporting and administration and employ a biometric fingerprint system to capture and record sign-in and sign-out times at the physical locations.

The software program shall be a true 32-bit (should also be compatible with 64-bit OS & hardware), ODBC compliant application.

A proper control software should run on the central server, which should have a capability to control all the devices connected through VPN in future, system clock should be synced with the real time.

TAMs would also run on the central server and take the input from Control software and process the attendance of the employees, in case there are any updates available just by updating TAMs on a central server, should get the effect of such updates in all the locations.

Functional Specification

General.

The TAMS shall comply to the strict regulation and adapting state-of-the-art security technologies, the highest level of reliability, and integrate to networking infrastructures such as the Intranet, LAN/WAN.

The TAMS provided shall show proven operational record in the same or at least similar industries.

The main function of the TAMS shall be to control and monitor attendance of Employees

The TAMS provided shall support industry standards for database, networks, credential printers, video cameras, and more.

The TAMS shall preferably be of web-server and browser application based on a truly open protocol and non-proprietary industrial standards.

The TAMS shall run using a standard, Local or Remote database Server for configuration and central event logging. It must be modularly designed, providing an individual system for specific requirements.

The OEM Management Software shall only require a single hardware license key on the central login/ database server for system operation. The system's functionality can be extended by exchanging the license file. The offered solution should not have any requirement of Hardware or software keys at the client workstations.

The entry and exit details of Employees with time stamps must be available in the OEM Management Software and the underlying Database connectivity is a must requirement for retrieving Data for external report development purpose other than those available in TAMS.

The TAMS & OEM Management Software shall be of modular design providing the flexibility allowing user to add or remove any components and/or controlled functions, in the event when operating requirements change as system expands.

The TAMS provided shall contain all the features and requirements specified, but not limited to, in this document. The Bidder shall highlight and update the owner of any new or special functionality that are useful and relevant to the user's application but not found in any part of this document.

The proposed TAMS shall fulfill the functions and specifications described in this document. In particular, the proposed access controller shall be equipped with all common interfaces such as, Ethernet for connection to the TAMS server running the management software.

The OEM Management Software shall allow marking Attendance by a Biometric & Proximity Contactless Smart card reader.

The TAMS Software will have the option to update Attendance record from the workstation manually with suitable authority.

The TAMS / OEM Management Software shall support up to four (4) different Wiegand card formats simultaneously. The number of each format supported shall be unlimited.

The TAMS / OEM Management Software shall be designed such that any point of failure within the system shall not affect the normal operation of the other sub-systems. It shall continue to operate even if the connection with the management software is not present.

The TAMS / OEM Management Software provided shall allow card personalization. That is, it shall include a tool for designing badges that supports the importing of bitmaps, text and database fields, such as name or badge number for creating of corporate badge designs printable on a standard card printer that come with a OS compliant printer driver.

The Bidder shall ensure that the system must be expandable and by adding new component to the existing system will not affect its normal operation.

Server Structure and System Architecture.

The Bidder shall design and decide depending on the occurring load, the TAMS to run on one or more servers operating as one system. One of these servers shall operate as the central or main server to the other. The operating system shall preferably be Red Hat Enterprise Linux 6 or any enterprise version of Linux. Windows 2008/2012 server is also acceptable as OS in this case.

Database for TAMS shall reside within the same server hardware. However, it shall be possible to also separate the TAMS application software and its database should it be necessary.

All alarms processing, logging, operator's response, data entry/input, graphical user interface and other system operations and management functions shall be performed at the TAMS workstations connected to the TAMS network.

All TAMS / OEM Management Software servers and workstations shall be connected using a standard IP network over the deptt. Intranet or dedicated LAN/WAN. It shall also support the use of wireless connection of mobile workstations, like laptop PC.

The TAMS / OEM Management Software shall have a multi-level priority interrupt structure proven in multi-tasking and multi-client real time applications. Simultaneous alarms/events monitoring by multiple users, system supervision and history archiving shall be available without degradation of any functionality specified system or operation.

The TAMS / OEM Management Software shall allow the configuration for information access permissions, that is, user/operator profile for the access on the master records and/or event data, the permissions shall restrict to;

Read only

Read and write

Read, write, and change

Read, write, change, and delete

Communication and/or data exchange between the TAMS / OEM Management Software servers and all connected workstations shall be encrypted with at least 128-bit data encryption according to a certified algorithm.

The TAMS / OEM Management Software shall be able to provide and display the operating status of workstations/operators.

The TAMS / OEM Management Software system shall be designed such that any failure of any sub-systems shall not affect all the other sub-systems. This shall also apply to any loss of power supply or suffer a loss in communications due to a break in the communication loop. In any case, each sub-system shall continue to function in a fully operational state with no loss of functionality.

In the event of network communication failure between TAMS / OEM Management Software servers and workstations, all access control components and sub-systems shall continue to operate and be able to function independently. Once the network communication is re-established, individual access control sub-system controller and/or server shall automatically synchronized its transactions during the network downtime to the TAMS servers, without affecting the normal operation of the system.

The TAMS / OEM Management Software server shall act as the source that provides time synchronization to all sub-systems.

The TAMS / OEM Management Software shall have a modular structure that allow for future system expansion with minimum cost and disruption to the existing operational system. Such upgrade shall not make use of or compromise the spare requirement specified or utilizing or sharing any of its functions.

The TAMS / OEM Management Software shall be made expandable to support an unlimited number of integrated operator workstations.

The TAMS shall be able to make use of the existing open protocol drivers software available running on any PC installed inside the deptt. network, avoiding additional re-installing of the same application.

Instantaneous updating in OEM Management Software is a must feature. Automatic Data Transaction from OEM Management Software & TAMS is also a must requirement.

Key Features of OEM Management Software

The OEM Management Software proposed shall be proven to be robust and reliable prior to being supplied, installed, tested and commissioned. It shall be user friendly and flexible enough to provide interactive operator prompting to assist operator who are not familiar with the system terminologies, operating system or menu structures, to be able to operate the system with ease and minimal training.

The OEM Management Software shall be of a web server based solution. Using standard Browser is required for a workstation to access the TAMS server to start daily alarm monitoring and management operation.

The OEM Management Software **and TAMS** proposed shall provide English descriptions and messages using both text based menus and graphical icon displays.

The OEM Management Software provided shall have support for central alarm monitoring and management; it shall also provide a wide range of display and control features. It shall provide a graphical user interface (GUI) that has the same look and feel regardless of which alarm is activated and received

Creation of individual authorizations per operator or operator group shall be possible. This includes, but not

limited to;

Selectable displaying, monitoring, and control of locations, such as individual floor, building, or Plant permissions.

Selectable displaying, monitoring, and control of subsystems, such as Controllers & Readers.

Selectable displaying, monitoring, and control of detector points, such as readers.

The OEM Management Software shall provide practicable the central configuration platform or tool from where everything concerning sub-systems, system behavior, access control cardholder settings, display features, and authorizations are set up.

The OEM Management Software shall provide an easy and intuitive way of defining/designing the system behavior of alarms or events when they activate. It shall provide and allow system administrator during configuration with the use of 'IF' and 'THEN' and 'ELSE' or similar conditional functions to define the behavior of individual or groups of alarm /event.

The events log database shall include an advanced filter functions such that archive can be kept small and precise. If required, only desired information shall be archived.

The location and the relative size of an icon shall be pre-definable in the drawing, prior to importing into the TAMS. In this case, it will save the system administrator's time during configuration, as it could be done by the architect or draftsman.

The timer provided shall support time frames per weekday, public holidays, and individual programmable special days as desired by the user.

The OEM Management Software shall provide timer and schedule functions to support, but not limited to the following;

Time based display of information

Time based automatic controls into any sub-system

Time based access.

Graphical User Interface.

The OEM Management Software Graphical User Interface (GUI) shall be Web-browser based using standard Dynamic Hyper Text Mark-up language (DHTML) format, no separate software shall be required at each operator workstation for purpose of system alarms/events monitoring and operation. The GUI must be fully compatible with any standard web browser.

The OEM Management Software GUI shall allow easy customization using standard HTML editor, to create a favorable look and feel that is unique to the user, yet contains all interface control functions provided as in the default GUI.

The possible OEM Management Software GUI customizations shall include, but not limited to the following:

Inclusion of Department's logo(s)

Integration of Department's images as wallpaper

Provision of individual contents to each operator or operators group. An operator logging in to the system shall be automatically be detected and the OEM Management Software shall supply the right contents and display resolution pre-assigned to him.

The OEM Management Software GUI shall provide and display a complete overview of the operating status of all servers, workstations/operators, all the connected sub-systems, all panels and even the status of individual readers.

All connected system components shall be shown on the status tree where direct control shall be possible by clicking on the icon or detector address.

The device overview shall support state filtering and/or sorting function to search for specific device status, such as all devices having malfunction state. The states indicated in the device overview shall reflect exactly the same colour as the device icon shown in the location map.

Besides the status tree, the OEM Management Software GUI shall have a location tree to allow easy selection of locations and sub-locations, such as single floors or rooms. The location tree shall have no limits in the number of levels or sub-levels.

Along with the location tree, the TAMS GUI shall display the location map that is in the standard vector graphics format.

At the location tree, a single click on the location or sub-location shall show the assigned map or sub-areas with all detector icons visible for that area.

The OEM supplied software shall be capable to support, but not limited to the following. The limits stated below shall be extended should they be found insufficient.

Number of readers - 500

Number of access groups - 200

Number of Time Schedules - 200

Operator Rights : The OEM Management Software shall provide different access rights to individual or groups of system administrators for each configurable field within the software.

The software shall also allow the programming of individual operator's permissions on certain selectable fields for editing. Permission shall be configurable to the following:

read only

read and write

read, write, change

read, write, change and delete

Cardholder Enrolment - The OEM Management Software shall provide an easy way of entering cardholders into the central database. In addition to basic data, such as first name, last name, Employee number and access authorizations, the following information shall be possible, but not limited to
Employee ID, Validity period

Status fields, such as employee, visitor, guard

Address fields, Personal data

Individual fields editable by administrator

Cardholder Images - It shall be a standard feature provided in the TAMS management software for taking photos, scanning or importing cardholder images into the cardholder database.

Key Features of Time & Attendance Software (TAMS)

Network compatibility:

The attendance recording devices, including controllers, server and client machines, will be TCP/IP networked. All these devices should also be both IPv4.0 & IPv6.0 compatible.

Capturing Employee Attendance:

The system will capture employee attendance data in real time in Biometric combined with Attendance card Authentication.

Central Repository of Attendance Data

Employee attendance data will be stored centrally in central Server. The attendance application will run centrally with the already mentioned database in the backend. All the attendance-rules shall be implemented in this application. The rule-sets are given in compliance table later in this document.

Employee Self-Service with Role-Based Access:

Employees shall log into the central application through password authentication and view their self and their subordinates' attendance data (In case of Sectional Heads and above) along with their & their subordinates' Basic info.

Built-in / Seeded Reports:

The seeded reports, which come bundled with the solution, must cover the standard reporting need.

Database Access facility for reporting purpose:

The TAMS backend database must be accessible from an external reporting engine for development of reports as when required.

Maintenance of Group Privilege:

The TAMS will have different user types based on designation and application accessibility. Deptt. will share information on the users and relevant privileges that they want to have in the application. Named below are the user groups that will be created with mutually agreed privileges;

Administrative Users including System Administrators

Employee self-service Users for working on own data.

License cost for the above mentioned user matrix must be indicated and included in the technical & financial proposal of the solution.

Maintenance of Master Records:

The TAMS application will build master information (master tables) for the following areas;

Employee details E.g. Name, Employee no., Location, Department, Order (Reference Number to the transfer or Promotion)

Maintenance of History Record for Reporting Needs:

Application database will store history data for future reference. Historical information of all employees with respect to his/her attendance patterns will be stored and can be viewable via seeded / custom Reports

The system should track attendance and should record, but not be limited to arrival, departure, lunch, breaks, location transfers, going out to the field, and return time.

The system should provide supervisors with the ability to view/review employee's attendance records/history.

The system should provide employees with the ability to view/review their own attendance records/history.

The system should provide the ability to create employee profiles which, at a minimum, should include Name, Position, Department, Default Location, and Assigned work schedule. This should be available for manual updating and automatic updating via data imports from Payroll and Human Resource system.

The system should provide the ability to add, activate, and deactivate employees.

The system should provide the ability to create various work schedules and assign employees to work schedules. Shifts can cross date, week, pay period, and yearly boundaries.

The system should provide the ability to change employee work schedules ad-hoc.

The system should provide managers with the ability to review and approve employee timesheets online. The system should automatically approve timesheets which have no exceptions. Exceptions are missed punches, extra punches, working additional hours, not working regular schedule, etc. In the case of timesheets with exceptions, these timesheets should be pushed out to managers for review and approval.

The system should provide methods to enforce management review and approval of timesheet with exceptions before being submitted.

The system should also provide the ability to attach notes or comments to timesheets online.

The system should have the capability to require notes or comments for specific situations.

The system should provide managers with the ability to view and edit attendance records of employees. These records should include but not be limited to arrival and departure times, overtime, notes/comments, etc. In addition, the system should provide an audit trail of when and who made changes.

The system should provide the ability to submit approved attendance records to weekly, bi-weekly, etc. exports.

The system should have a report module in place to provide exception reports. The system should be able to capture all reports on an individual employee basis, by facility, as well as on a department-wide basis.

The system should also provide a report for tracking when employees leave, why they leave, destination, when due to return, and when they actually return. ("In/Out Board")

The system should also provide a regular report, by facility, that cumulatively lists all employees pay and leave events on a daily basis.

The system should provide the ability to export report content and other data to MS Excel/CSV and PDF.

The system should provide ad-hoc reporting capabilities. Users will have the ability to include/exclude data elements. Reports can be further customized using filter options, sort options, etc.

The system should have mechanisms in place for integration to I & WD's payroll and human resource systems for future needs.

The time synchronization of all the machines shall be from the server. The Reader/controller shall also have its own RTC calendar.

I & WD's Leave & Attendance Rule Sets and Bidders' Compliance:

A set of rules would be provided at the time of implementation of the project, however it is desired to have these rules administrative configurable, so that if there is any changes by Govt. of West Bengal, Administrator should be able to do these changes from the front end.

System should take care of all the holidays and Leaves through proper Holiday Module and Leave Module.

System should be able to handle post or pre Regularization, through proper security.

Detailed Scope of Work

Broad Scope of Work for the Bidder will be to provide an end-to-end solution for TAMS including but not limited to the following:

Supply & Install the Hardware & Software related to Attendance Management System (TAMS) at Deptt. Office and in future whenever there is a need just by adding devices system should be operational at desired locations.

Conduct an As-is study of the existing Software and the process and a prepare a blueprint for total mapping and migration of the existing Business Process & Logic to the proposed solution.

Installation & Configuration of Test & Production instance of Time & Attendance Management System (TAMS) software.

The scope of work includes supply, installation, commissioning & testing of Readers, Controllers, Access Server, Time & Attendance Software (Enterprise-Version), associated data & power cabling with minimum 1 year comprehensive Warranty as defined.

The scope of work includes laying of LAN network wherever required. It shall be the responsibility of the Bidder to supply & install any other items required which are not mentioned here but necessary for effective functioning of the system without any additional cost.

Training:

Training will be in three categories

System Administrators' Training

Administrative Users' Training

General Users' Training

Documentation & Deliverables

A detailed User Manual should be submitted to the Quotation inviting authority . The user manual will help to have a complete understanding of the application, the navigation paths along with its different features.

The draft User Manual should be submitted to Quotation inviting authority for approval. The final document will be submitted only after getting approval from Quotation inviting authority . The final document should be submitted as soft copy.

THE SOFTWARES CODES FOR THE APPLICATION (TAMS) AND DETAILED TABLE STRUCTURES TO BE SUBMITTED TO Deptt. AFTER SUCCESSFULLY IMPLEMENTING THE PROJECT

ALL THE DOCUMENTS AND CODES (IF POSSIBLE) FOR CONTROL SOFTWARE TO BE PROVIDED AT THE TIME OF FINAL HANDING OVER THE PROJECT.

Completion Period :

Following timeline is to be met by the Bidders for completion of the project

Sl No	Milestone	Time line (from the Date of Placement of PO)
1.1	Delivery of Hardware s	As given in page-2 of this NIT
1.2	Completion of As-is Study at Jalasampad Bhawan	
1.3	Installation of Hardware at Jalasampad Bhawan	
1.4	Laying of cabling, Mounting of Rack etc	
1.5	Photograph Session -3 sessions	
1.6	User Enrolment taking thumb impression	
1.7	Test Run at Head Office	
1.8	Go-live at Head Office	

APPROVED MAKE

Sl No	Category	Approved OEM	Make offered by the Bidder (To be Mentioned by the Bidder)
1	Reader /Scanner	1. Bioscrypt (L-1 Identity Solutions Inc.) 2. Suprema 3. Safran Morpho 4. Bosch	
2	Camera & NVR	1. SONY. 2. BOSCH 3. Siemens	
3	Smart Card	1. HID 2.Philips 3.Mifare	
5	Access Controller (AC) & Access Control Software	1. BOSCH 2. Siemens-Siveillance Fusion Series 3. Honeywell-Prowatch series	
6	24 Port Layer-2 Switch (Commercial category)	1. Cisco 2 Juniper 3. Avaya	
7	RJ-45 I/O Wall Outlets & CAT VI Cable, Patch Panel	1. Schneider 2. Molex 3. AMP	
10	6U Wall-mount Rack with Power Distribution Units	1. APW President 2. Valrack	
11	Server / Desktop PC	1. HP 2.Dell 3. IBM	
12	UPS	1. Emmerson 2. Numeric 3. APC	

To be submitted by the bidder filling-up the following format**Annexure - I**

Sl No	Category	Specification	Compliance (*To be stated in terms of "Yes/No") In case of non-compliance / higher specification, values or description to be provided)
1.	Reader/Scanner		
1.1	False Acceptance Rate (FAR)	1% in ideal conditions	
1.2	False Rejection Rate (FRR)	1 % in ideal conditions	
1.3	Compatible Sensor	Sagem /Suprema/Secugen, All 500 dpi and ISO 14443A compliant sensor	
1.4	Operating Temperature	-10° to + 50°C	
1.5	Verification Time	< 2 sec	
1.6	Display	<ol style="list-style-type: none"> 1. LCD or LED with following Messages 2. Employee ID 3. Access Status (Granted/ Rejected) 4. Access Date & Time 5. Reader status display 	
1.7	Minimum Events Log Storage Capacity	50,000	
1.8	Environmental Protection	The reader should be minimum IP65 rated with waterproof structure suitable to use in outdoor	
1.9	Communication	LAN, RS485 Wiegand (Customizable format up to 256 bits) for connecting to access controller,	
1.10	Indicators	Multi colour LED Indication.	
1.11	Image Quality	Excellent image capture system assuring good quality with a low level of distortion (1%).	
1.12	Keypad	3X4 keypad Alphanumeric keypad ,3 navigation keys	
1.13	Internal Card Reader Options	Integrated card reader for iClass or MIFARE/DESfire cards	

1.14	Compatible cards	iClass or MIFARE/DESfire 13.56 Mhz	
1.15	Authentication Mode	Matching 1:1 (2 templates) Smart Card + Finger	
1.16	Standard	The reader should conform to ISO (14443A) 13.56 MHz.	
1.17	Audio Feedback	Audio feedback.	
1.18	Power Requirement	230 V AC @ 50 Hz 230 V AC @ 50 Hz	
1.19	Installation Surface	Wall Mounted	
1.20	Standards	CE,FCC,RoHS Compliant	
2.	Smart Card		
2.1	Type	Contact less Smart	
2.2	Operating Frequency and Compliance	Operating frequency shall be 13.56 MHz and shall meet ISO 14443A (type 1,2,3) standards.	
2.3	Read range	Up to 5 cm	
2.4	Durability	Passive, no-battery requirement	
2.5	Memory	Minimum 4KB for storing 2 Templates on card	
2.6	Authentication	Mutual Three pass authentication (ISO/IEC DIS 9798-2)	
3.	Access Controller (AC)		

3.1	Standard	Shall conform to CE, UL,EN Standards.	
3.2	Processor	32 Bit 30 MHz based integrated Renesas microcontroller type.	
3.3	Reader Interface	4 reader interfaces: - Wiegand or - RS-485, 2-wire, opto-coupled, 19.200 Bd	
3.3.1	Software Interface & SMPS	Enterprise Software + Controller +Power Supply along with housing should be of the same make to avoid any conflict. Must have a inbuilt Battery Input Power 230 V	
3.4	Power Requirement	230 V AC @ 50 Hz 230 V AC @ 50 Hz	
3.5	Form Factor	The AC hardware design shall be of standard 19" rack mountable and also rail mountable for installation in a minimum IP30 rated enclosure. The controller should be modular in size for proper mounting at sites in small areas.	
3.6	Connectivity	The connection from the AC to the ACS server running the management software must be Ethernet 100BaseT.	
3.7	Display	16-characters liquid crystal display (LCD), and a button provided for selecting the display to show all its network parameters and actual status like: a. IP address of the controller b. MAC address of the controller c. DHCP on/off d. Status of all the inputs connected to it e. Status of all the outputs connected to it f. Online and Offline status of the controller g. Firmware version h. Date and Time - A real time clock (RTC) that will adjust itself to leap year computations automatically.	
3.8	In-built Memory	Minimum 2 GB Compact flash (CF) memory card for storing cardholder data and access events	
3.9	Event Storage Capacity	Minimum 200000 cardholder database (upgradeable to 400,000), each having a programmable 4 - 6 digits (Personal Identification Number) PIN codes & 100000	

		transaction storage.	
3.10	General Features	The AC memory shall under no circumstance loose a single, not even the last transaction when power fails.	
3.11		The AC and all devices connected to it shall continue to operate and control access in off-line mode, even if the computer network fails.	
3.12		The AC provided shall support multiple, but not limited to the following card formats: <ul style="list-style-type: none">a. Wiegand 26 Bitb. Wiegand 35 Bit (HID Corporate 1000)c. Wiegand 37 Bit (HID iClass)d. Mifare 32 Bit CSN	
3.13		The AC shall provide minimum eight programmable I/Os on board, and shall be expandable to 56 each, using I/O extensions.	
3.14		The AC shall support standard CF flash memory card for storing cardholder data and access events.	

NOTE: Readers would be connected to controllers through wiegand connectivity, in addition readers & Controlers would be connected to switch also, readers would be drawing power from controller and controller would be backed up by internal battery backup of 40 minutes.

Annexure – II

Specification of CCTV Camera:

720p Indoor Dome camera with 1/4-inch CMOS, Effective pixels 1280 x 720, Sensitivity @ 30IRE- 1.0 lx, 76 dB Dynamic range, Electronic Day/Night, Automatic Electronic Shutter (AES), H.264 MP (Main Profile); M-JPEG Video compression, White balance, Backlight Compensation, Privacy Mask, Motion detection, 2.5 mm fixed lens F2.8, Built-in microphone, MicroSD card slot for edge recording, Motion, tamper and audio detection, FTP, Dropbox and e-mail applications, 3 axis adjustment, ONVIF Profile S, PoE, CE, FCC , UL certified.

Specification of NVR:

Supply of all-in-one recording, viewing, and management solution for network surveillance systems of up to 32 channels, Pre-installed, pre-configured IP storage solution, Advanced user and alarm management, Intel i3-2120 processor, DDR3 1066/1333 MHz UDIMM, 4 GB, DDR3-1333 SO-DIMM (2 x 2 GB), 4 trays: 3.5-inch SATA, 1 x USB DVI port, onboard graphics VGA port, 1 x 1 GbE RJ45 port, Windows Storage Server 2008 R2 (64-bit), 4-bay mini tower, 4 x USB 2.0, 1 x USB 3.0 port, UL, CE Certified. Video Management software shall support Maps, Alarm management, Virtual matrix functionality etc.

CAMERA ,ENTERPRISE VIDEO MANAGEMENT SOFTWARE & NETWORK VIDEO RECORDER SHALL BE FROM SAME MAKE OF CCTV OEM. Harddisk of Seagate/WD/equivalent make to be supplied.

Annexure - III**Switch Configuration**

Description	Network Switch – 24 Port Rack Mountable
Interfaces:	24 x 10Base-T/100Base-TX - RJ-45 - PoE; 1 x console - 9 pin D-Sub (DB-9) - management; 4 x Combo Ports
MTBF:	241,996 hour(s)
Voltage Required:	AC 120/230 V (50/60 Hz)
Depth:	10.1 inches
Maximum Storage Temp:	158 F
Device Type:	Switch - 24 ports - L3 - managed
Maximum Operating Temp:	104 F
Power Over Ethernet (PoE):	PoE
Weight:	8.2 lbs
Humidity Operating Range:	10-90% (non-condensing)
Rack-Mount 23 in. (58.4 cm) EIA:	Included
Routing Protocol:	Static IPv4 routing
Width:	17.3 inches
Performance:	Switching capacity: 12.8 Gbps; Forwarding performance (64-byte packet size): 9.52 Mpps
Cables Included:	1x Serial Cable
Jumbo Frame Support:	9 KB
Authentication Method:	Secure Shell (SSH), RADIUS, TACACS+
Flash Memory:	16 MB
Height:	1.7 inches
Localization:	Chinese (simplified), English, German, French, Italian, Spanish, Japanese
Ram:	128 MB
Minimum Storage Temperature:	-4 F
Status Indicators:	Link activity, port transmission speed, system
MAC Address Table Size:	16k entries
Power Device:	Power adapter - external
Humidity Storage Range:	10-90% (non-condensing)
Enclosure Type:	Desktop, rack-mountable - 1U
Capacity:	4K Active VLANs
Ports:	24 x 10/100 + 2 x combo ports

Annexure - IV

Server Specifications:

Server - 1 (Application Server)

CPU: Intel Xeon E3-1220V5

RAM: 16GB DDR3 1600U Ram

4 DIMM SLOTS

500 GB SATA Hard Drive * 2 Nos

HDD Cage: 2LFF HDD (3.5Inch)

Dynamic Smart Array B140i Controller Card

Ethernet Port: Ethernet 1Gb 2-Port 332i Network Adapter

Optical Drive DVD RW

Form Factor: 1U Rack form factor

Windows Server Operating System

Support: Includes 3 Year NBD Support

Server - 2 (Database Server)

CPU - Intel Xeon E5-2620

Power Supply: RPSx2

RAM: 32 GB DDR4 Smart Memory

SERVER SHOULD HAVE 8 DIMM SLOTS

500 GB SATA Hard Drive * 3 Nos

RAID Controller to configure 3 HDDS in RAID

HDD Cage: 4LFF

Ethernet Port: 1Gb 361i Ethernet Adapter

Optical Drive: DVD RW

Form Factor: 1U Rack form factor

Windows Server Operating System Memory protection features - Memory Online Spare Mode

Annexure - V

UPS Specifications:

TECHNICAL SPECIFICATION OF 2KVA On line ups (1Ph Input - 1 Ph Output)		
Technical Parameters		Complied Yes/No
UPS Toplogy	Double Conversion On-Line	
Power Rating (VA / Watts)	1600 Watts / 2000 VA	
Form Factor	Rack Mountable option should be available, Rack Height should be 2U.	
Input Parameter		
Nominal Input Voltage	230V	
Input Frequency	40-70 Hz (auto sensing)	
Input Connections	Hard Wire 3 wire (1PH+N+G),	
Input voltage range for operations	160 V - 280V	
Input Power Factor (100 % Load)	0.98 typical	
Input protection	Circuit breaker	
Battery Management		
Battery Type	Sealed Maintenance Free (SMF) / Valve Regulated Lead Acid (VRLA) type, Flooded / tubular / vented type	
Battery make	Exide / Amara Raja / Panasonic/Rocket	
Battery charging	Constant Current & Constant Voltage	
Back up time	90 Minutes back up on 1400 Watts IT Load	
VAH Required	3024, Offer VAH should be mentioned by bidder	
Output Parameter		
Nominal Output Voltage	230V	
Output Voltage Note	Configurable for 220 : 230 or 240 nominal output voltage	
Efficiency at Full Load	92 % in online mode	
	97 % in green mode	
Output Voltage distortion	Less than 5%	
Output Frequency (Sync to mains)	50/60 Hz +/- 3 Hz	
Crest Factor	3:01	
Waveform Type	Sine wave	
Output Connections	Hard Wire 3-wire (H N + G)	
Bypass	Built-in Static Bypass	
Communications & Management		
LCD Display	The display interface options are visible on this LCD screen. Press any button to activate LCD, if the display is not illuminated.	
Audible Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm	
Emergency Power Off (EPO)	Yes	
Environmental		
Operating Temperature	0°to 40°C at 100% load	
Operating Relative Humidity	0 - 95%	
Operating Elevation	0-900 meters	
Storage Temperature	-15 - 60 °C	
Storage Elevation	0-3000 meters	
Audible noise at 1 meter from surface of unit	55.00 dBA	

Conformance		
Standard Warranty	Two years warranty on ups and battery.	
Quality	ISO 9001, ISO 14001, OHSAS 18001 & BIS Certification	

Technical Specification of On Line UPS : 1000VA		
Sl. No	Item Description	
	Output Capacity	670 Watts / 1000 VA
	Input	Nominal Input Voltage - 230 V
		Input Connections - IEC 320 C14
		Voltage Range : 160V - 286 V AC
		Frequency : 50 Hz +/- 3 Hz
		Input Voltate adjustable range for mains operation - 151 - 302 V
		Phase : Single phase 3 wire
	Output	Nominal Output Voltage - 230V
		Output Voltage Note - Configurable for 220 : 230 or 240
		Efficiency at Full Load - 88 %
		Output Voltage Distortion - Less than 5 % on full load
		Output Frequency (Sync to mains) - 50 Hz +/- 3 Hz
		Topology - Line Interactive
		Waveform Type - Sine Wave
		Output Connections - (8) IEC 320 C13, (2) IEC Jumpers
	Batteries & Runtime	Battery Type - Maintenance - free sealed Lead-Acid battery with suspended electrolyte : Leakproof.
		Backup - 40 Min. on 220 watt resistive load Total VAH - 264
		Typical Recharge Time - 3 hours
	Communications & Management	Interface Port (S) - DB-9 RS-232, SmartSlot, USB
		Control Panel - LED Status display with load and battery bar-graphs and On line : On battery : Overload and Bypass indicators
		Audible Alarm - Alarm when on battery : distinctive low battery alarm: configurable delays.
	Surge Protection and Filtering	Surge Energy rating - 320 Joules
		Filtering - Full time multi-pole noise Filtering : 0.3 % IEEE surge let-through : zero clamping response time : meets UL 1449
		Data Line Protection - RJ-45 Modem/Fax protection (four wire dual line)
	Environmental	Operating Environment - 0 - 40 °C
		Operating Relative Humidity - 0 - 95 %
		Operating Elevation - 0 - 3000 Meters
		Storage Temperatue - -20 to 50 °C
		Storage Relative Humidity - 0 - 95 %
		Storage Elevation - 0 - 15000 Meters
		Audible noise at 1 meter from surface of unit - 41 dBA

	Online Thermal Dissipation - 100.00 BTU/hr
Conformance	Warranty - Two years warranty on UPS & battery
	Service Support - OEM should have own centralized Help Desk (24 X 7 Support with Toll Free Number.
	Manufacturer should be ISO 9001 , ISO 14001 & ISO 18001 certified

Annexure – VI

Card Printer

Print Method	Dye-sublimation / resin thermal transfer
Resolution	300 dpi (11.8 dots/mm) continuous tone
Colors	Up to 16.7 million / 256 shades per pixel
Print Ribbon Options	Choose easy-to-use ribbon with disposable ribbon and more economical and ecofriendly refill ribbon (KO). Both EZ and ECO: Full-color with resin black and overlay panel, YMCKO*, 250 prints Resin black (standard), 1000 prints EZ only: Full-color with two resin black panels and overlay panel, YMCKOK*, 200 prints Resin black and overlay panel, KO*, 500 prints Resin black (premium), 1000 prints Dye-sublimation black and overlay panel, BO*, 500 prints Resin green, blue, red, white, silver, gold, 1000 prints Silver and gold metallic, 500 prints
Print Speed**	Rewrite technology - no ribbon is required 6 seconds per card (K*); 8 seconds per card (KO*); 16 seconds per card (YMCKO*); 24 seconds per card (YMCKOK*)
Accepted Standard Card Sizes	CR-80 (3.375"L x 2.125"W / 85.6 mm L x 54 mm W); CR-79 adhesive back (3.313"L x 2.063"W / 84.1 mm L x 52.4 mm W)
Print Area	CR-80 edge-to-edge (3.36"L x 2.11"W / 85.3 mm L x 53.7 mm W); CR-79 (3.3"L x 2.04"W / 83.8 mm L x 51.8 mm W)
Accepted Card Thickness	.009" - .040" / 9 mil - 40 mil / .229 mm - 1.016 mm
Accepted Card Types	PVC or polyester cards with polished PVC finish; monochrome resin required for 100% polyester cards; optical memory cards with PVC finish; rewrite
Input Hopper Card Capacity	100 cards (.030" / .762 mm)
Output Hopper Card Capacity	Up to 30 cards (.030" / .762 mm)
Card Cleaning	Card cleaning roller integrated into ribbon cartridge; cleaning roller is automatically replaced with each ribbon change
Memory	32 MB RAM
Software Drivers	Windows® XP / Vista™ (32 bit & 64 bit) / Server 2003 & 2008 / Windows® 7 / Windows® 8 (32 bit & 64 bit)/ MAC OS X 10.5/10.6/10.7/10.8 / Linux***
Interface	USB 2.0, optional Ethernet with internal print server
Operating Temperature	65° to 80° F / 18° to 27° C
Humidity	20-80% non-condensing

Dimensions	Single-sided printer: 8.8"H x 13.7"W x 7.9"D / 224 mm H x 348 mm W x 201 mm D Dual-sided printer: 9.8"H x 18.7"W x 9.2"D / 249 mm H x 475 mm W x 234 mm D
Weight	Single-sided: 7.5 lbs / 3.4 Kg; dual-sided: 10 lbs / 4.54 Kg
Agency Listings	Safety: UL 60950-2, CSA C22.2 (60950-07), and CE; EMC: FCC Class A, CE (EN 55022 Class A, EN 55024), CCC, BSMI, KC
Supply Voltage	100-240Vac, 50-60Hz, 1.6 Amps max
Supply Frequency	50 Hz / 60 Hz
Warranty	Printer - three years; printhead - three years, unlimited pass with UltraCard®
Encoding Options	Supported smart card and magnetic stripe technologies: 125 kHz (HID Prox) reader; 13.56 MHz (iCLASS® Standard / SE / SR / Seos, MIFARE Classic®, MIFARE Plus®, MIFARE DESFire®, MIFARE DESFire® EV1, ISO 14443 A/B, ISO 15693) read/write encoder; contact smart card encoder reads from and writes to all ISO7816 1/2/3/4 memory and microprocessor smart cards (T=0, T=1) as well as synchronous cards; ISO magnetic stripe encoding, dual high- and low-coercivity, tracks 1, 2 and 3
Supported Access Control Credential Programming Options	iCLASS® Standard/SE/SR/Seos, MIFARE Classic™, MIFARE DESFire® EV1, HID Prox Single wire Ethernet and USB 2.0 interface for inline printing and encoding (note: single wire Ethernet encoding is only available for iCLASS®, MIFARE®, and contact smart card encoding) - Ethernet-enabled printer support.

ANNEXURE-VII

Annexure - Reader Control Software		Compliance (Y/N)
License	USB Dongle	
System Architecture	Client/Server	
Operating System	Windows	
Database	MSSQL, MySQL, Oracle	
Server Matching	Yes	
Max. Device	512	
User Import/Export	USB, CSV	
Concurrent Client PC	32	
Time Schedule	128	
Access Group/Level	128	
Max Access Group per User	4	
Max Fingerprints per User	5 to 10	
Door	512	
Template on Card	Yes	
Device Administrator	User property	
Zone	APB, Entrance limit, Alarm, Access, Fire alarm, Muster	
Email Notification	Required	
Visual Map	Required	
Event Monitoring	Required	
IP Camera	Required	
NVR Integration	Required	

Annexure -VIII

Access Control Software		Complied (Y/N)
	The ACS shall be modular, networked access control system having centralized architecture, capable of handling large corporation with multiple remote sites.	
	The system control at the central computer location shall be under a single software program control, shall provide full integration of all components, and shall be alterable at any time, depending upon the facility requirements.	
	The system shall support upto 800 card readers on single server or unlimited card readers using multiple connection servers and shall support up to 4,00,000 card holders. The ACS must provide a web server-based solution. Only Internet Explorer is required for a workstation to access the ACS login server.	
	The system server shall be use latest edition of Windows Server 2008 R2/ 2012 R2 and Client shall support Windows 7 / windows 8.1 shall include network capability with the TCP/IP data communications network protocol and hardware	
	The ACS analyzes all incoming events and messages. It provides a wide range of standard alarm/event states. There should be no limitation in creating additional customer specific states. For each event state, the following parameters are definable State name Background/foreground color Alarm sound Priority For alarm sounds, standard formats such as WAV, MP3 or WMA are supported. The priority directly controls the order how events are displayed. An unlimited number of user defined alarms shall be able to be added to the system. Atleast 5000 states/alarms should be preconfigured. These alarms shall include but not be limited to: Door half open, Door forced open, Door opened under duress, enclosure tampering, controller failure / communication loss, turnstile malfunction, boom barrier malfunction, card reader tampering, card reader failure/communication loss, Cable tamper (Supervised), power loss, low battery	
	Support "Global Anti-pass back" upon availibility of host server.N PERSON ACCESS: The access control management must provide the possibility to allow access to an entrance/door only when at least two authorized cardholders swipe their badges. The number of cardholders for that kind of access check in front of an entrance shall not be limited by the system.	

Original Equipment Manufacturer Authorization Format

(to be submitted by the bidder filled up with Technical Bid)

To
The Superintending Engineer
Mechanical & Electrical Circle
Jalasampad Bhawan (6th Floor)
Bidhannagar, Salt Lake City, Kolkata – 700091.

Ref - Tender no. /

Dear Sir,

1. Our company is a reputed manufacturer of (name & description of equipment), having manufacturing facilities at (address of manufacturing locations) and Indian/APAC head office at (address).
2. We hereby authorize M/S having their office at, to submit a bid and subsequently negotiate and sign the Contract, in their individual capacity with you against Tender No dated for the above products manufactured by us..
3. We are aware of the model numbers of our products quoted for this RFP and assure you that these are not end-of-life products. These model numbers are (product name & model numbers).
4. The make of the fingerprint sensor is(name of the sensor OEM)
5. We are willing to provide a warranty of 1 year on the above mentioned model numbers from the date of supply.
6. We hereby confirm to you that the proposed products quoted shall not be declared end of life for a period of 5 years from the date of supply and shall be supported by us for a period of 7 years from date of supply and the necessary spares shall be made available during the same period.
7. We also authorize M/sto integrate / develop any software application based on OEM platform.

.....
[Signature for and on behalf of Manufacturer]

Name :

Designation :

Yours faithfully,

(Contact Person)

(Designation)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer with full address, phone number, email, and website address, and should be signed by a person competent from the OEM.

FORM 1

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature which shall be treated as the self declaration of the bidder)

APPLICATION FOR e-TENDER

**To,
The Superintending Engineer
Mechanical & Electrical Circle, I&W Directorate**

e- Tender No:- WBIW/SE/MEC/ NIT-05(e) /2017-18.

Serial No. of Works applied for :-

Amount put to e-Tender: Rs

Dear Sir,
Having examined the Technical cover, OID cover & all other e-NIT documents, I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the e-Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the e-NIT. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 201____
Full name of Bidder / Contractor: _____
Name in full of Signatory/s*: _____
In the capacity* of: _____
Duly authorized to sign bid
for & on behalf of (Name of Firm): _____
(In block Capital letters or typed)

Office address with seal:
Telephone no(s) (office): _____
Mobile No: _____
Fax No: _____
E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER IS SUFFICIENT)

FORM – 2

Declaration against Common Interest

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

Ref:- e-NIT No.,

e-Tender ID No.....

List of Works Sl. No.....

To,
Superintending Engineer
Mechanical & Electrical Circle
Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. Sl. No. do not have any common interest either as a partner in any partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this _____ day of _____ 201____

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER IS SUFFICIENT)

FORM – 3

Power of Attorney for signing of Contract/Tender Agreement*

(To be mandatorily submitted in plain paper or otherwise which shall be treated as the self declaration of the bidder may furnish in any legally acceptable format except if such delegation is not made by proprietorship Firms)

Know all men by these presents, I/We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name).....son/daughter of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium/Joint Venture 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 bid for the ***** Project proposed or being developed by the Governor of the State of West Bengal represented by the Superintending Engineer, Circle, Irrigation & Waterways Directorate, Government of West Bengal, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the 'Authority' in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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.

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

(Signature Name date designation and address of the bidder/(s) & Contact No. & e-mail ID)

Witnesses: (Full Name with permanent addresses and contact nos.)

- 1.
- 2.

Signed & accepted

Notarized

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 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 Apostle certificate.

- **This is only a specimen format and the bidder may submit any other legally valid format by bidder organisation except Proprietorship Firms.**

FORM-4*

Power of Attorney for Lead Member of Consortium/Joint Venture

(To be submitted in Non-Judicial Stamp Paper, which shall be treated as the self declaration of the bidder Consortium/Joint Venture as their joint affidavit-Specir format, bidder may furnish in any legally accepted format)

Whereas the Governor of West Bengal represented by having its Head Quarters atPIN-.....Phone No....., e-mail ID & Principal office at Jalasampad Bhawan, Salt Lake, Sector-II, Bidhannagar, Kolkata, PIN 700091, in West Bengal (“The Authority”) has invited bids from eligible, bonafide, registered companies/registered joint ventures or consortiums, having desired credentials within India for the Project, Irrigation & Waterways Department, Government of West Bengal”.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

For
(Signature, Name & Title)
For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executant/s)

(To be executed by all the Members of the Consortium/Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 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 Apostle certificate.*

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

FORM – 5

Declaration on antecedents and performance

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

Ref:- e-NIT No.,

e-Tender ID No.....

List of Work Sl. No.....

To,
Superintending Engineer
Mechanical & Electrical Circle
Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. Sl. No. are not black listed or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

If at a latest stage this submission is found incorrect, the bidder company along with all its contingent members/owners/partners would be liable to penal actions as decided by the Government under the rules.

Dated this _____ day of _____ 201__

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER)

FORM-6*

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission of PDF of BG with e-bid will lead to rejection of bidder)

To,
----- (Designation of Engineer-in-Charge)

----- (Office address of Engineer-in-Charge)

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No: dated to execute (name of Contract and brief description of Works) (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract:

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs. (amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee

except with the previous consent of you in writing.

This guarantee shall be valid upto ----- . It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rs.) and unless a claim in writing is lodged with us within the validity period, i.e upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

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:

- i. 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 (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch.

Locations of Sites:

SL NO	LOCATIONS
01	Midnapur(SE)
02	Midnapur(CE-SW)(Khasjangle)
03	Purulia(SE)
04	Bankura(SE)
05	Burdwan(CE-W)
06	Suri-Birbhum
70	Malda
80	Murshidabad(Baharampur)
09	RRI Haringhata(Nadia)
10	CE-TBP, 2nd Mile,Siliguri
11	Tinbatti
12	CE-NE(Jalpaiguri)
13	Coochbehar
14	Jalpaiguri-I

Memo No: 1570/1T-6

Date: 25.09.2017

Copy submitted for favour of kind information to:

- 1) The Secretary to the Govt. of West Bengal, I&W Department.
- 2) The Chief Engineer, South, I&W Directorate, Govt of West Bengal.
- 3) The Chief Engineer, West, I&W Directorate, Govt of West Bengal.
- 4) The Chief Engineer, South-West, I&W Directorate, Govt of West Bengal.
- 5) The Chief Engineer, North-East, I&W Directorate, Govt of West Bengal.
- 6) The Chief Engineer, Design & Research, I&W Directorate, Govt of West Bengal.
- 7) The Joint Secretary (Works) to the Govt of West Bengal, I&W Department.
- 8) The Deputy Secretary (Works) to the Govt of West Bengal, I&W Department.
- 9) The Superintending Engineer, Metropolitan Drainage Circle, I&W Dte.
- 10) The Superintending Engineer, Western Circle-I, I&W Dte.
- 11) The Superintending Engineer, Eastern Circle, I&W Dte.
- 12) The Superintending Engineer, Mechanical & Electrical Circle, I&W Dte.
- 13) The Superintending Engineer, North Bengal Mechanical & Electrical Circle, I&W Dte.
- 14) The Executive Engineer, Metropolitan Drainage Mechanical Division, I&W Dte.
- 15) The Executive Engineer, Metropolitan Electrical Division, I&W Dte.

Sd/-

Superintending Engineer
Mechanical & Electrical Circle
Irrigation & Waterways Directorate