

**Office of the Executive Engineer  
P&RD Deptt.  
&  
HPIU, WBSRDA, MALDA Division**  
RRNMU Building, 6/2, Plot No.-3339, Ward No-2, P.S. English Bazar,  
P.O.-Mokdumpur, Dist. Malda, Pin-732103  
Mobile No. 7908597301 e-mail : wb-mal@nic.in



Memo No. **1063** /WBSRDA/MALDA/23

Date- 25.07.2023

NleQ No. 02/WBSRDA/MALDA/2023-24 [1<sup>st</sup> Call] OF THE EXECUTIVE ENGINEER, WBSRDA, MALDA DIVISION, DATE- 25/07/2023

NOTICE INVITING QUOTATION FOR SELECTION OF AGENCY FOR ENGAGEMENT OF 01 (ONE) DATA ENTRY OPERATOR (DEO) THROUGH OUTSOURCING FOR WBSRDA, MALDA DIVISION FOR ONE YEAR AND SUBSEQUENT PERIOD, IF ANY UNDER CONTROL OF THE EXECUTIVE ENGINEER, HPIU, WBSRDA, MALDA DIVISION.

NIQ in two-parts are invited on behalf of WBSRDA from eligible parties, for outsourcing of Data Entry Operator (DEO) attached to Office of the Executive Engineer, WBSRDA, Malda Division under the control of Executive Engineer, WBSRDA, Malda Division for One Year and its extension, if required for a further period as agreed by the authority and selected bidder:

2. Date and Time Schedule of NIQ:

SL. No.	Particulars	Date & Time
1.	Date and time for publish of Tender (Online)	26.07.2023 after 11:00 hours
2.	Document download start date (Online)	26.07.2023 after 11:00 hours
3.	Bid submission start date (Online)	26.07.2023 after 11:00 hours
4.	Bid submission end date (Online)	04.08.2023 after 17:00 hours
5.	Date of opening for Technical Bid (Online)	07.08.2023 after 11:00 hours
6.	Date of opening for Financial Bid (Online)	To be Notified letter.
7.	Place of Opening Bid	OFFICE OF THE EXECUTIVE ENGINEER, HPIU, WBSRDA, MALDA DIVISION RRNMU Building, 2 <sup>nd</sup> Floor, 6/2, Plot No- 3339; Ward No-2, P.S. - English Bazar, P.O.-Mokdumpur, District-Malda, Pin-732103, West Bengal.
8.	Officer Inviting Bid	EXECUTIVE ENGINEER, HPIU, WBSRDA, MALDA DIVISION
9.	Last Date of Bid Validity	120 days from the date of opening of Financial Bid

3. **Earnest Money ₹ 4,000/- (Rupees Four Thousand) only** the amount should be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS Challan from the e-tendering portal [<http://wbenders.gov.in>]. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.

4. L1 bidder should have to submit **₹ 5,000.00 (Rupees Five thousand) only** in form of Fixed Deposit/Demand Draft in favour of Executive Engineer, PIU, WBSRDA, Malda Division as Security Deposit before issuance of Work Order.

5. In the event of any of the above-mentioned dates being declared as a holiday, the bids shall be opened on the next working day at the scheduled time.

6. The bid submitted should be addressed to the tender inviting authority, i.e. to the Executive Engineer, HPIU, WBSRDA, Malda Division or as applicable.

7. This NIQ document comprises the following sections:

Section I: NIQ, i.e. this document

Section II : Preamble

Section III : Requirements

Section IV : General Condition of Contract (GCC)

Section V : General Instruction to bidders (GIB)

8. This NIQ shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids submission by the bidders.

## SECTION-II

### Preamble

1.1. The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

#### 1.2. Definition:

(i) "Purchaser" means the e-tender inviting authority, purchasing goods and/or services as incorporated in the NIQ enquiry documents, either directly or on behalf of consignees. For this NIQ the purchaser may be The Executive Engineer, WBSRDA, Malda Division.

(ii) "Bid" means proposal/quotation received from a Firm / Bidder against the NIQ.

(iii) "Bidders" means the individual or Firm submitting the Bids / Quotations.

(iv) "Contractor/agency" means the individual or the firm supplying the goods and / or services as incorporated in the contract.

(v) "Out sourcing of Data Entry Operator (DEO)" means, a systemic approach to manage or organization Data Entry Operator (DEO) need as per specifications, terms and conditions stipulated under the contract, the organization in this case refers to WBSRDA.

(vi) "Goods" means the articles, material, commodities, consumables etc. which the Contractor /Agency is required to supply to the purchaser under the contract.

(vii) "Services" means the scope of work, together with services allied and incidental to the rendering of Data Entry Operator (DEO) services, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the contractor/agency covered under the contract.

(viii) "Contract" means the written agreement entered into between the purchaser / consignee and the contractor / agency, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(ix) "Specification" means the documents / standard that prescribes the requirement with which goods and /or service has to conform.



(x) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and /or service and comparing the same with specified requirement to determine conformity.

(xi) "Day" means calendar day.

(xii) "Bill of Quantity" is the name for price schedule in NIQ.

### **1.3. Abbreviations:**

(i) "TE Document" means Tender NIQ Document.

(ii) "NIQ" means Notice Inviting Quotation.

(iii) "GIB" means General Instruction to Bidder.

(iv) "GCC" means General Condition of Contract.

(v) "ESIC" means Employee's State Insurance Corporation.

(vi) "EPFO" means Employee's Provident Fund Organization.

(vii) "GST" means Goods and Service Tax.

(viii) "DSC" means Digital Signature Certificate.

(ix) "BOQ" means Bill of Quantity or the price schedule in which rates for the NIQ should be quoted.

## **SECTION-III**

### **REQUIREMENTS**

#### **1. Scope of Work:**

The present tender is being invited for outsourcing of Data Entry Operator (DEO) which the contractor / agency shall deploy trained personnel and will use its best endeavors to the Executive Engineer, WBSRDA, Malda Division.

#### **2. Bidders should visit our office before quoting rates in NIQ:**

Intending bidder should visit the office and make him thoroughly acquainted the condition, nature and requirements of the work, facilities etc. The cost of visiting shall be borne by the bidder. The rate quoted by the contractor / agency shall take care of all contingencies as required. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any condition deemed to have reasonably been inferred to so exist before agreement. It shall be deemed that the contractor/supplier / agency has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

#### **3. Schedule of work and special terms and condition:**

As per the requirements of the specific Data Entry Operator (DEO) facilities, the Executive Engineer, WBSRDA, Malda Division will determine the date & time wherein the services of the successful bidder will have to provide.

#### **4. Assignment:**

The contractor/agency shall not assign, either in whole or in a part, its contractual duties, responsibilities, and obligation to a second party to perform the contract. In the event of the contractor/agency contravening this condition, the tender inviting authority shall be entitled to place the contract elsewhere at risk and cost of contractor/agency. If the contractor/agency would like to replace the Data Entry Operator (DEO) person as engaged, it's subject to be recommended / permission obtained from the Executive Engineer, WBSRDA, Malda Division. The contractor / agency shall be liable for any loss or

damage, which may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him.

5. Staff to be deployed by contractor/agency:

(i) The Data Entry Operator (DEO) provided shall be the employees of the Contractor / Agency and all statutory liabilities will be paid by the contractor agency such as ESI, EPF, Workmen's Compensation Act., etc. The list of staff going to be deployed shall be made available to the department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

(ii) The personnel engaged should have following eligibility criteria:

(a) Data Entry Operator (DEO) to be provided by contractor, should have 1 (one) year computer course certificate on Diploma in Information Technology including Microsoft Office (Word, Excel & Power point etc).

(b) Data Entry Operator (DEO) provided by contractor/agency should have read upto Graduation from recognized university.

(c) Data Entry Operator (DEO) should physically fit and mentally alert & age between 18 years to 45 years.

6. Others terms for deployment of Data Entry Operator (DEO):

6.1. If Data Entry Operator (DEO) staff fails ill or remains on leave or absent at his own, the contractor/agency would be responsible for providing the substitutes.

6.2. The working period would be as per government norms @ normal working hours subject to change in timings under the controlling officer of the Executive Engineer, WBSRDA, Malda Division.

6.3. The contractor / agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum wages and [Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regards to the Data Entry Operator (DEO) personnel engaged by him for works. It will be responsibility of the contractor/ agency to provide details of manpower deployed by him, in the Department and to the Labour Department.

6.4. The contractor/ agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, administrative matters, to third person(s). The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act. The staff should be sensitive in dealing with the public at large and day to day work as assigned to him.

6.5. Any misconduct / misbehavior of Data Entry Operator (DEO) staff by the contractor/agency should be promptly dealt with the contractor / agency. If competent authority of the Executive Engineer, WBSRDA, Malda Division so desires, such staff should be immediately replaced by the contractor agency at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.

6.6. All liabilities arising out of accident or death while on duty shall be borne by the contract agency.

6.7. The Data Entry Operator (DEO) staff shall not accept any gratitude or reward in any shape.

6.8. Under the terms of their employment agreement with the Contractor / Agency the personnel shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor / Agency.

6.9. In case any of contractor / agency's personnel deployed under the contract fails to report in time and contractor/agency is unable to provide suitable substitute in time for the same it will be treated as absence.



## SECTION-IV

### GENERAL CONDITION OF CONTRACT

#### 1. Commencement of Service:

1.1. The contractor/agency shall commence providing his/her service within 15 (fifteen) days from date of notification of award of contract for this NIQ. Time is the essence of the contract and should be strictly adhered to by the contractor / agency.

#### 2. Eligible and Qualified Bidders:

2.1. Bidder should have minimum one year experience of requisite / similar work in any Govt . Departments / Govt. undertakings / Corporations / Semi Govt. enterprises / Corporate House / Pvt. Limited organization. The firm has to submit the copy of work orders executed by them along with repeated work orders from the same agency / enterprises etc. duly attested in support of qualifying condition and as a proof of satisfactory execution of work.

2.2. The bidder should possess required valid labour license for deploying the workers on the work or will obtain the same within 15 days of issuance of work.

2.3. The bidder should have its own EPF & ESI registration no. & shall enclose a copy of the same.

2.4. The bidder shall enclose a valid copy of Goods & Service Tax Registration.

2.5. The bidder firm should be in possession of a PAN/TAN Number and shall furnish a copy of the same.

2.6. A certificate to the effect that the renderer is not black listed from any Public Sector undertakings of Central Govt./State Govt. / Corporations / Govt. undertaking has to be furnished by him/her.

#### 3. Terms and Mode of Payment:

3.1. Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other Charges as per terms and conditions of contract.

3.2. The contractor / agency shall submit bills for payment due to him at the end of each month in duplicate to the office of the Executive Engineer, WBSRDA, Malda Division.

3.3. The attendance of the personnel will be governed by Attendance register / Bio Metric Attendance system in specified hour to the categories of staff mentioned against each in real time data basis. Payment will make on such authenticated attendance report, production of original deposit challans of EPF.

3.4. Basic wage on which the EPF, ESI, P.T. will be calculated shall be governed by the Monthly Minimum Rates Wages Act. Of the State Govt.

3.5. Rate should be quoted for full month. Leave pay should be arranged rotationally so that he/she can enjoy leave day as per rules.

#### 4. Termination for default:

4.1. The Tender inviting authority, without prejudice to any other contractual rights and remedies available to it (the tender inviting authority), may, by written notice of default sent to the Contractor/Agency, terminate the contract in whole or in part, if the Contractor / Agency fails to perform the services and / or fails to perform may other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the tender inviting authority.

4.2 In the event the tender inviting authority terminates the contract in whole or in part, the tender inviting authority may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to the Purchaser for the extra expenditure, if any incurred by the tender inviting authority for arranging such procurement.

4.3. Unless & otherwise instructed by the tender inviting authority, the Contractor / Agency shall continue to perform the contract to the extent not terminated.

#### 5. Notice:

5.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The address of the parties for exchanging such notices will be the addresses as incorporated in the contract.

#### 6. Resolution of disputes:

6.1. If dispute or difference of any kind shall arise between the Purchaser and the Contractor / Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence, then, either the Purchaser or the Contractor / Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act., 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor/Agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of any officer in WBSRDA facilities appointed to be the arbitrator by the Executive Engineer, WBSRDA, Malda Division. The award of the arbitrator shall be final and binding on the parties to the contract.

6.3. The venue of arbitration shall be the district from where the contract has been issued, as deemed appropriate by the arbitrator.

#### 7. Applicable Law and Legal Suits:

7.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

7.2. All disputes would be decided at the Malda Jurisdiction.

### SECTION-V

#### GENERAL INSTRUCTIONS TO BIDDERS (BID) [For bidding in this NIQ]

##### 1. Introduction

1.1 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.

1.2 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchase/consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

##### 2. Corrupt or Fraudulent Practices

2.1 It is required by all concerned, namely the Consignee / Bidder/Contractor/agencies / other to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser.

2.1.1 Defines, for the purpose of this provision, the terms set forth below as follows:

2.1.1.1 "Corrupt Practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.1.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid price at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

2.1.2 Will reject a purpose for award if it determines that the Bidder recommended for award engaged in corrupt or fraudulent practices in competing for the contract in question;



2.1.3 Will declare a firm ineligible, either indefinitely or for a stated period of time, to award contract by the purchaser if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible, a show- cause to be issued followed by reasoned hearing.

2.2 Availability of Funds Expenditure to be incurred for the proposed services will be met from the funds available with the purchaser/consignee. The procurement will be in terms of procurement of the Government of West Bengal.

### 3. Alternative Bids

3.1 Alternative Bids are not permitted.

### 4. Bid Validity

4.1. The bid shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

4.2. In case the day up to which the bids are to remain valid falls on / is subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

### 5. Preparation of Bid Documents

5.1. The bid document shall either typed or written in indelible ink and the same shall be signed/digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by written power of attorney, which shall also be furnished along with the bid.

5.2. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any correction; the same shall be initialed by person(s) signed the bid.

5.3. It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required document. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

5.4. A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

5.5. Bid sent by paper/fax/telex/cable/email etc. shall be ignored.

### 6. Technical Proposal: Statutory Cover

6.1 Statutory Cover shall contain the following document:

#### A) Tender Documents:

Application to participate in e-tender as per section VIII: Tender Application Form Notice Inviting Tender: Section I to XII

### 7. Technical Proposal: Non-Statutory Cover Non-statutory/My Space containing the following documents:

Sl. No.	Category Name	Details
01	Certificates (s)	1) Updated Trade License. 2) Professional Tax registration/ upto date Challan deposit in last year. 3) Income Tax PAN Card. 4) ITR last 3 years. 5) GST Registration along with copy of last return filed. 6) EPFO Registration. 7) ESIC Code Number Allotment. 8) Bidder should have minimum one year experience of requisite / similar work in any Govt. Departments / Govt. undertakings / Corporations / Semi Govt. enterprises / Corporate House / Pvt. Limited organization.

8. Bidder's undertaking

8.1 The bidder shall provide an undertaking that the proprietor/ promoter/ director of the firm, its employee partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de-barred, blacklisted by any government ministry/ Hospital/ Medical College / Local government PSU/ Pvt. Institution etc. in the last two years from scheduled date of opening of this e-tender.

9. Issue of Contract

9.1. Within 7 (seven) days of notification of award, the successful bidder will sign the contract form.

9.2. The purchaser reserves the right to issue the notification of Award consignee wise.

10. General/Miscellaneous Clauses

10.1. Nothing contained in this Contract shall be constructed as established or creating between the parties, i.e. the Contract/agency on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

10.2. Any failure on the part on any Party to exercise right or power under this Contract shall not operate as waiver thereof.

10.3. The Contractor/agency shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.

Ar 25/07/23  
N. Barman  
Executive Engineer  
HPIU, WBSRDA, Malda Division

Memo No : 1063 (1)/2/WBSRDA/MALDA/23

Date : 25/07/2023

Copy forwarded for information:

1. The District Magistrate, Malda.
2. The Additional Executive Officer, Malda Zilla Parishad, Malda & Additional District Magistrate, Malda.

Ar 25/07/23  
N. Barman  
Executive Engineer  
HPIU, WBSRDA, Malda Division

Memo No : 1063 (2)/5/WBSRDA/MALDA/23

Date : 25/07/2023

Copy forwarded wide circulation in the notice board to the office of :

1. The Additional Secretary to the Govt. of West Bengal, P&RD Deptt. & ACEO, WBSRDA, Joint Administrative Building (6<sup>th</sup> Floor), Block HC7, Sector-III, Saltlake, Kol-106
2. Mr. Miraj Hossain, Superintending Engineer, RRNMU, Malda Zone, P&RD Deptt., Govt. of West Bengal.
3. The Financial Controller, WBSRDA, Joint Administrative Building (6<sup>th</sup> Floor), Block HC7, Sector III, Saltlake, Kol-106
4. The Finance Officer, WBSRDA, Malda Division.
5. Office Notice Board.

Ar 25/07/23  
N. Barman  
Executive Engineer  
HPIU, WBSRDA, Malda Division