

## **TENDER DOCUMENT**

Name of the work: Supply of manpower for the post of Consultant (IT), STATE HIGHER EDUCATION COUNCIL, RUSA, Agartala, Tripura during 2016-2017.

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1. Last date of submission: 02/12/2016 up to 4.00 PM
  2. Date of opening: 09/12/2016 at 04.00 PM
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### **Press Notice of the Tender**

#### **NOTICE INVITING TENDER**

**RASTRIYA UCHCHATAR SIKHSHYA ABHIYAN  
AGARTALA, TRIPURA  
A Scheme of MoHRD**

**No: F.1(63)-SHEC/RUSA/2016**

**Date: 19/11/2016**

SEALED Tenders are invited from the authorized and eligible service providers for supply of manpower for various activities under the post of Consultant (IT), Rusa. Tender documents with details can be downloaded from the url-[www.highereducation.tripura.gov.in](http://www.highereducation.tripura.gov.in).

Please visit website: [www.highereducation.tripura.gov.in](http://www.highereducation.tripura.gov.in) for details.

Member Secretary  
State Higher Education Council, RUSA  
Directorate of Higher Education,  
Agartala

# **RASTRIYA UCHCHATAR SHIKSHA ABHIYAN**

STATE HIGHER EDUCATION COUNCIL, P O – AGARTALA, AGARTALA - 799001,  
TRIPURA

## **GENERAL INFORMATION**

Sealed tender is invited for supply of one Consultant, IT in the State Higher Education Council (SHEC), Rusa, under Higher Education Deptt., Agartala, Tripura, for designing and development of technical MIS and ERP related forms along with reports on Education sector as required by the concerned authorities of the SHEC, Rastriya Uchchatar Shiksha Abhiyan.

Tender document can be obtained from the Website of Directorate of Higher Education ([www.highereducation.tripura.gov.in](http://www.highereducation.tripura.gov.in)). **Tender shall be opened 09/12/2016 at 04.00 PM** in the Conference hall of the Bir Chandra State Central Library. If due to unforeseen events or for other official reasons office remains closed, the next working day shall be the opening day.

Member Secretary, SHEC, RUSA also reserves the right to accept or reject any tender/tenders amongst those received without assigning any reasons.

(Dr. B. Palit)  
MEMBER SECRETARY, SHEC  
RASTRIYA UCHCHATAR SHIKSHA ABHIYAN  
Agartala, Tripura  
799001

### **QUALIFICATION CRITERIA FOR THE BIDDERS.**

1. License under Contract Labour (R&A) act.
2. EPF registration.
3. Latest challan of deposit of EPF and EDLI.
4. PAN card copy
5. Qualification Details with experience of the employees. (Preferably MCA/B.TECH),
6. Proof of previous experience in supply of worker.
7. Proof of address in Tripura.

### **QUALIFICATION CRITERIA FOR THE CONSULTANT (IT).**

Educational Qualification: PGDCA (Post Graduate Diploma in Computer Application)/ MSc in Computer Science/ MCA/B.TECH Computer Science

Industry Experience: Minimum 3 years of industry experience in the area of MIS preparation, eLearning portal management and support.

Skill Set: Analytical Skill for Management Information System (MIS) Report preparation, Knowledge on Course Contents preparation, review, update, upload, maintenance, monitoring and tracking in online portal in the area of eLearning and Smart Class Management System, Basic knowledge on ERP, online technical support to the respective stakeholders of the portal.

### **Terms and Conditions governing this contract:**

1. **Period of Contract:** The contract will be initially for a period of six months, which may be extended further with mutual consent.
2. That the successful bidder hereinafter called as the **Service Provider** shall perform the works awarded to him/her hereunder to the satisfaction of the SHEC.
3. The Service Provider shall seek instructions from the Member Secretary, SHEC, Rastriya Uchchar Shiksha Abhiyan, or any other authorized officer, RUSA, for the purpose, hereinafter referred to as the RUSA authority.
4. This contract shall not be deemed as an asset of the Service Provider in any form. No legal proceedings to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent authority having jurisdiction over Agartala Tripura.
5. The authority shall verify the facts and only those workers shall be deployed by the Service Provider on duty in whose case the executor render satisfaction. It shall be the responsibility of the Service Provider to ensure that the workers deployed by him/her at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time for the respective categories. Bill shall be raised by the contractor in accordance with the rates quoted on every last day of the month and submitted for payment to SHEC, RUSA authority. The Service Provider will also ensure that the workmen engaged by him/her get the wages/salaries for the previous month on or before the 7th day of the subsequent month.
6. The SHEC, RUSA authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration of 8(eight) hours excluding rest intervals. Member Secretary, RUSA reserves the right to notify the working days separately, if situation warrants.
7. The principle of “No work-No pay” shall be followed while making payment wages /salaries to the personnel deployed by him.
8. The Service Provider shall not replace the worker at random. This shall be done with the prior permission and approval of the Member Secretary, SHEC, RUSA authority.
9. No leave of any kind to the workers shall be sanctioned by the RUSA authority. The Service Provider shall be liable to make substitute arrangements in case of leave or leaving the job.

10. The RUSA authority reserves the right to change the deployment of worker. The RUSA also reserves the right task for replacement of particular worker or other categories of personnel deployed by the Service Provider.
11. The personnel deployed by the Service Provider shall be bound to observe all the instructions issued by SHEC, RUSA authorities concerning general discipline and behavior.
12. That for all intents and purpose, the Service Provider will be “Employer” within the meaning of all the labour legislations in respect of the workmen so deployed by him.
13. The Service Provider shall be responsible for recruitment of the personnel for the purpose of this contract.
14. In case the worker/ workers deployed by the Service Provider commit/commits any act of omission or commission constituting any misconduct or indiscipline, the Service Provider will be liable and responsible to take disciplinary action against the person/s including suspension, dismissal from service etc.
15. The Service Provider will be responsible and liable for the implementation of all the statutory provisions in respect of minimum wages, Employees’ Provident Funds, Employees’ State Insurance, if applicable, etc. as and when they become applicable under the Law. The Service Provider shall maintain all the statutory registers under the law and shall produce the same on demand to the SHEC, RUSA authority or any other authority under law. The Service Provider will obtain a license under the Contract Labour (R&A) Act, 1970 and produce a copy of the same to RUSA authority. In case, the previous month’s challan pertain to ESI and EPF do not accompany the bill as a documentary proof, a requisite portion of amount shall be held up till such proof is produced.
16. In case the Service Provider fails to comply with statutory obligation under any Labour Laws, and the SHEC, RUSA is put to any obligation, monetary or otherwise, the SHEC, RUSA will be entitled to get itself reimbursed out of the bill of the Service Provider or otherwise, to the extent of the obligation in monetary terms.
17. **The SHEC, RUSA, Tripura shall not be responsible financially or otherwise for any injury death to the any person in the course of their performing the duties. In case, compensation is awarded by the Court of Law, it shall be the responsibility of the Service Provider to execute the order in full.**
18. The Service Provider shall not be permitted to transfer or assign his rights and obligations under this contract to another person or organization.
19. The duration of this contact shall be for a period of **six months** from **the date of signing the agreement**. The terms shall be extendable for further period after judging the performance of the Service Provider, as per terms and conditions specified in this document. The contract shall automatically expire on **completion of 6 months** unless extended further by mutual consent of the parties.
20. Member Secretary, SHEC, Rusa i.e., the Director, Higher Education, Tripura has absolute right to terminate the contract at any time before the due date of expiry specified in clause hereinabove, without assigning any reason but by giving one month’s notice in advance to the Service Provider in writing or by making equivalent payment thereof.
21. In the event of the Service Provider desiring an earlier termination of the contract, he/she shall have to give three months advance notice to the Member Secretary, SHEC, Rusa.
22. The Service Provider is bounded by the details and documents as furnished by him to the SHEC, RUSA while submitting the Tender or at any other time. In case any of the details of such documents furnished by him/her is found to be false at any stage, this would be deemed to be a breach of the terms of contract making him/her liable for action.
23. In case of breach of any of the terms of this agreement, the Member Secretary, SHEC, Rusa reserves the right to terminate this contract and the Service Provider shall be liable for penalty for an amount which will be worked out by the RUSA authority. The Service Provider will also be black listed.
24. It should be ensured that information and documents of any sort is not shared by the employee of the Service Provider to any third party.

25. In the event of any malpractice on the part of the Service Provider or his employees, vis-à-vis any RUSA staff or otherwise, the contract shall be liable to be terminated.
26. Income Tax will be deducted at source as per Income Tax Law and the TDS certificate to this effect shall be issued to the Service Provider by the SHEC, RUSA. The responsibility of paying the Service Tax, if applicable, at the prevailing rate (Govt. levy) will be of the Service Provider. The Service Provider will produce the proof of payment of the Service Tax (Govt. levy) of previous month to RUSA.
27. The Service Provider will execute an agreement with Member Secretary, SHEC, RUSA on a non-judicial stamp paper worth Rs100/- (Rupees One Hundred only) to be provided by the Service Provider.
28. The Service Provider if in any manner defaults in the performance or in making good of any losses, damage or expenses or any part thereof, then it shall be lawful for the Institute to recover the loss from running monthly bills towards the liquidation of liability of the Service Provider in respect of such default.
29. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, Government regulation superimposed after the implementation, communication line failure, earthquakes etc.
30. All disputes which may arise between the Service Provider and Institute will be referred to the arbitrator. Arbitrator will be appointed by the Member Secretary, SHEC, Rusa.
31. The applicable Arbitration procedure will be as per **Indian Arbitration and Conciliation Act, 1996.**

#### **SCOPE AND SCHEDULE OF WORK.**

The workers have to report for duty at 1000 hrs on every day except on Sundays and three national holidays (with wages) before the concern officials of the RUSA authority or as directed. However, the Member Secretary, SHEC, RUSA reserves the right to notify the working days separately if situation warrants. The works include assisting the RUSA authorities machine works or as directed from time to time. The working hours shall be from 1000 to 1700 hr with break from 1330 to 1400 hours for lunch. **The principle of 'No-work, No-pay' shall apply in all form of the contract.** All the principle of existing Labour Laws shall also equally apply in this contract.

#### **SCOPE OF WORK.**

Sl. No.	Nature of works	Manpower	Scope of Work
1.	Consultant (IT)	01	Management Information System (MIS) Report preparation, Course Contents preparation, review, update, upload, maintenance, monitoring and tracking in online portal in the area of eLearning and Smart Class Management System, Basic knowledge on ERP, online technical support to the respective stakeholders of the portal.
	Total manpower	01	

#### **SUBMISSION OF BILLS**

The Service Provider will submit bill in triplicate on completion of each month, which shall be duly verified by the SHEC, RUSA authorities on the basis of the number of manpower supplied and works performed. The payment is subject to TDS as per Income Tax Rules / Laws. The RUSA shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract as per the agreement. The copy of deposited challans of EPF/ESI should be enclosed along with the bills.

No claim on account of sales tax, service tax, VAT, work contract tax or other taxes and duties presently in force for the material used for execution of the work awarded under the contract, will be entertained and all such taxes and duties shall be borne by the Service Provider himself.

**(FINANCIAL BID)**

We quote the following rates for providing the services:

Sr. No.	Post	Number	Wages/day
1.	Consultant (IT)	01	
	Total	01	

**(Signature of the Bidder)**  
**(SEAL)**

**The following documents are enclosed:-**

1. License under contract Labour (R&A) act.
2. EPF registration.
3. Latest challan of deposit of EPF and EDLI.
4. PAN card copy
5. Proof of previous experience in the relevant field.

\*Note: - The bidder has to quote only the service charge. All other payments are of statutory nature and shall be paid according to the prevailing rules.

**(END OF DOCUMENT)**