

ଜିଲ୍ଲା ଶିକ୍ଷା କାର୍ଯ୍ୟାଳୟ, ଅନୁଗୁଳ

ବିଜ୍ଞାପନ

ସଂଖ୍ୟା ୪୭୮୯ ତାରିଖ ୨୩.୦୭.୨୦୧୮

ଅନୁଗୁଳ ଜିଲ୍ଲାରେ ଓଡ଼ିଶା ଆଦର୍ଶ ବିଦ୍ୟାଳୟ ରାଣୀଆକଟା (କିଶୋରନଗର ବ୍ଲକ) ଏବଂ ଖଣ୍ଡୁହତା (ଅନୁଗୁଳ ବ୍ଲକ) ରେ ଖାଲିଥିବା କନିଷ୍ଠ କିରାଣୀ-ତଥା-ହିସାବ ରକ୍ଷକ (ରୁକ୍ମିଭିତ୍ତିକ) ପଦବୀ ପାଇଁ ଯୋଗ୍ୟ ପ୍ରାର୍ଥୀ / ପ୍ରାର୍ଥୀନୀମାନଙ୍କ ଠାରୁ ଦରଖାସ୍ତ ଆହ୍ୱାନ କରାଯାଉଅଛି ଏବଂ ଉକ୍ତ ବିଦ୍ୟାଳୟରେ ଖାଲିଥିବା ୪ର୍ଥ ଶ୍ରେଣୀ ପଦବୀ ଗୁଡ଼ିକ ପୂରଣ ପାଇଁ ସେବା ଉପାର୍ଜନକାରୀ ସଂସ୍ଥା (Service Provider) ମାନଙ୍କଠାରୁ ଟେଣ୍ଡର ଆହ୍ୱାନ କରାଯାଉଅଛି । ଆଗ୍ରହୀ ପ୍ରାର୍ଥୀ / ପ୍ରାର୍ଥୀନୀ ଏବଂ ସେବା ଉପାର୍ଜନକାରୀ ସଂସ୍ଥା (Service Provider) ମାନେ ୧୨.୦୭.୨୦୧୮ ସୁଦ୍ଧା ପୂର୍ଣ୍ଣ ଦରଖାସ୍ତ ରେକର୍ଡିଂ / ସ୍ଥିତି ପୋଷ୍ଟ ଯୋଗେ ଜିଲ୍ଲା ଶିକ୍ଷା ଅଧିକାରୀ, ଅନୁଗୁଳଙ୍କ କାର୍ଯ୍ୟାଳୟକୁ ପ୍ରେରଣ କରି ଆବେଦନ କରିପାରିବେ । ଏହାର ସବିଶେଷ ବିବରଣୀ ତଥା ଆବେଦନ ଫର୍ମ ଅନୁଗୁଳ ଜିଲ୍ଲା ୱେବସାଇଟ୍ www.angul.nic.inରେ ଉପଲବ୍ଧ ।

ଜିଲ୍ଲାପାଳ ଅନୁଗୁଳଙ୍କ ନିର୍ଦ୍ଦେଶକ୍ରମେ


ଜିଲ୍ଲା ଶିକ୍ଷା ଅଧିକାରୀ,
ଅନୁଗୁଳ

DISTRICT EDUCATION OFFICE, ANGUL

ADVERTISEMENT

No 4789 / Date 23.06.2018

Applications are invited from the eligible candidates in the prescribed format for engagement of **Junior Clerk -cum- Accountant** on contractual basis and sealed tenders in the prescribed format under to bid system are invited from the intending **Manpower Agency /Service Provider for providing class -IV Staffs** for Odisha Adarsha Vidyalaya in Raniakata under Kishorenagar Block and Khandahata under Angul Block of Angul District by /2 .07.2018 through registered/speed post to "THE DISTRICT EDUCATION OFFICER, ANGUL, At- Amalapada, Po/ Dist- Angul, Pin- 759122". The application forms and guidelines are available in District Website **www.angul.nic.in**


Collector & District Magistrate
Angul

DISTRICT EDUCATION OFFICE, ANGUL

PROCEDURE FOR ENGAGEMENT OF JUNIOR CLERK-CUM –ACCOUNTANT IN ODISHA ADARSHA VIDYALAYA OF ANGUL DISTRICT

Sl NO.	Name of the post	No. of Post	Scale of Pay	Nature of the Post
1	Junior Clerk-cum –Accountant	02 (UR-01) (ST-01)	Rs.7100/- (Consolidated)	To be appointed contractually

The engagement of Junior Clerk-cum-Accountant will be made on contract with remuneration of Rs.7100/- per month with the following guidelines.

(a) Educational qualification -

- (i) Bachelor degree and knowledge in Computer with Tally ERP 9.0, MS Office, Excel, Word, PowerPoint, creation of file and email operation.
- (ii) Proficiency in Odia and English

(b) Eligibility: -

In order to be eligible for engagement, a candidate must satisfy the following conditions:

- (a) He/she must be a citizen of India.
- (b) Must be of sound mind.
- (c) Must not be having more than one spouse living.
- (d) Candidate having Bachelor's Degree from any University of the State is eligible. Regarding Universities/ Institutions outside State, the candidates shall only be eligible for engagement after verification of genuineness of their educational qualification from concerned university/institution from which they have obtained the degree.
- (e) The case of PH candidates shall be referred to Appellate Medical Board constituted by the W & CD Department vide Notification No.16430/W/ Dt.06.09.2011 for re-examination. Engagement order shall be issued if such candidates are found genuine by the Board.
- (f) In-service candidates shall furnish No-objection certificate duly approved by the Employer at the time of verification of documents/performance test.
- (g) A candidate furnishing certificates, mark-sheets with grades and grade point shall also furnish numerical equivalence of grades/grade point.

- (i) The candidate should have registered his name in the employment exchange.

(c) Age Limit: -

Candidates shall be under 32 years of age and above 21 years of age as on the date of advertisement. However, in case of SC/ST, Women, SEBC, the upper age limit shall be relaxed in 5 years and in case of PH candidates the upper age limit shall be relaxed by 10 years. This is done in conformity with G.A. Deptt. Notification No.33068/Gen. Dt.27.10.1989 (Odisha Civil Service, fixation of upper age limit Rule 1989) and SEBC Act. Age limit of ex-service men shall be as per G.A. Deptt. Notification No.22586/Gen. Dt.16.10.1985. Age limit up to maximum 5 years will be relaxed for ex-service candidates serving in Central/ State Government/ Autonomous Organizations/ Central/State Government.

(d) Application Fees: -

Applicant has to pay Rs.200/- in shape of Indian Postal Order (IPO) payable to District Education Officer, Jagatsinghpur along with his/her application form.

(e) Reservation: -

The provision of the Odisha Reservation & Vacancies in Post and Services Act 1975 and other Reservation, as prescribed by Government from time to time shall be followed. Up to 33.1/3% of total posts of each category shall be reserved for women candidates. Reservation for physically handicapped persons should be made as per provisions prescribed by Government from time to time.

(f) Selection Procedure: -

The District Education Officer will work out the total post of Junior Clerk and Accountant sanctioned in respect of Odisha Adarsha Vidyalayas in the concerned districts in the first phase. DEO, with the approval of the Collector will invite applications from the eligible candidates through advertisement. The applications received within the date line will be scrutinized as per the eligibility criteria and merit list will be prepared on the basis of percentage of mark secured in the qualifying examination from HSC to Bachelor degree. The computation of marks will be made taking 10% of the percentage of marks secured in HSC (without extra optional), +2 and Bachelor degree level taken together. For example: if one candidate has secured 67% in HSC Examination, 6.7 marks will be taken into consideration and similarly in +2 and Bachelor degree level. If one candidate has secured 67%, 62% and 70% in HSC, +2 and Bachelor degree examination respectively, his computation of marks will be $6.7 + 6.2 + 7.0 = 19.9$. Candidate must specifically indicate the percentage of marks obtained (calculated to the nearest two decimals) in the relevant column of the application.

Where percentage of marks is not awarded by the University but only CGPA/OGPA is awarded, the same shall be converted into percentage in terms of conversion norms of University in this regard. Candidate will have to produce the certificate/document issued by the University evidencing conversion formula of university & percentage of marks, when called for document verification.

The candidates at the ratio of 1:3 of the required vacancies category wise will be invited for verification of documents and performance test on accounts package- preferable Tally and adequate computer knowledge. If the candidate qualifies in the performance test, he/she will be selected in order of merit prepared on the basis of percentage of marks secured by them.

A selection board will be constituted by the Collector and necessary arrangements for performance test will be made at the district level. The final selection list will be placed before the committee headed by Collector for final approval. Thereafter, the engagement to Junior Clerk-cum-Accountant will be issued by the Collector. ORV Act/ Rules will be followed taking into account the total posts in the district. Engagement will be given initially for a period of 01 year which will be renewed on assessment of satisfactory performance on expiry on one year. The candidate has to execute an agreement to be provided separately at the time of joining.

The applicants are required to submit two self-addressed envelope along with application form and supporting documents relating to qualification, age, reservation category and others in favour of them.

Last Application should reach to this office on or before 12.07.2018 through Registered Post/ Speed Post only. The Committee reserves the right to take any decision to overcome the problem encountered at the later stage.


Collector & District Magistrate
Angul

**APPLICATION FOR THE POST OF JUNIOR CLERK-cum-ACCOUNTANT (Contractual) in
ODISHA ADARSHA VIDYALAYA**

Fill the application form in block letters in own handwriting
Enclose one copy of self attested ID proof (Voter Card/Driving License/Aadhar Card)

Affix a passport
size photograph
here

1. Name of the Applicant in (Block letters)

.....
First Name

.....
Middle Name

.....
Last Name

2. Father's Name

3. Address with PIN CODE:

Present Address:

Permanent Address:

4. Date of Birth: In Figures: (DD/MM/YYYY)

In words:

5. Male Female

6. Category applied under: Please tick (✓) whichever applicable

UR SC ST SEBC PH Ex-Servicemen Sportsmen

7. Employment exchange registration no. & date.....

8. Educational Qualifications :

Sl	Exam passed	Board/ University	Year of passing	Full marks	Marks obtained	Percentage
i.	HSC					
ii.	+2					
iii.	Bachelor Degree					

NB: A candidate furnishing certificates, mark-sheets with grades and grade point shall also furnish numerical equivalence of grades/grade points from the examining bodies.

- (a) Candidate must specifically indicate the percentage of marks obtained (calculated to the nearest two decimals) in the relevant column of the application. Where percentage of marks is not awarded by the University but only CGPA/OGPA is awarded, the same shall be converted into percentage in terms of conversion norms of University in this regard; candidate will have to produce the certificate/document issued by the University evidencing conversion formula of university & percentage of marks, when called for document verification.
- (b) The date of declaration of result / Issuance of Mark Sheet shall be deemed to be date of acquiring the qualification and there shall be no relaxation on this account.

9. Contact No....., Email ID

10. Knowledge on computer and accounts package with "Tally" Yes/No.....

11. Particulars of IPO enclosed: IPO No.....IPO Dt.....Amount.....

12. Copy of certificates enclosed(self attested) (Please tick the certificate which is enclosed)

- i. HSC certificate and mark sheet
- ii. +2 Certificate and mark sheet
- iii. Bachelor Degree certificate and mark sheet
- iv. Certificate and mark sheet in support of knowledge on computer and accounts package with "Tally"
- v. Caste certificate
- vi. NOC in case of In-service candidates
- vii. Copy of employment exchange registration card
- viii. One Identity proof
- ix. Any other certificate

Declaration:

- (1) I declare that I have gone through the advertisement and I am eligible for the post. I am fully aware of the terms of recruitment and agree to abide by them.
- (2) The above information furnished by me is true to the best of my knowledge and belief. If at any stage any information furnished by me is found to be false then my candidature may be cancelled/rejected without assigning any reason thereof.

Date:

Place:

Signature of the applicant

DISTRICT EDUCATION OFFICE, ANGUL

UNDERTAKING

I, _____ do hereby undertake that, I have not been sentenced for any offence.

Also, I do hereby undertake that, I have neither been discharged nor been dismissed from any service under the State/ Central Government or any authority or body under the State or Central Government.

Signature of the Candidate with Address

**DISTRICT EDUCATION OFFICE
ANGUL**

**TENDER DOCUMENT
(TECHNICAL AND FINANCIAL)
FOR HIRING OF MANPOWER – CLASS-
IV EMPLOYEES AT OAVs
OF ANGUL DISTRICT**

TENDER DOCUMENT

For providing services of 6 nos. of class-IV staff (Science attendant, Office peon, Night watchman cum sweeper) for 02 OAVs(@ 03 per OAV) by private Manpower Service Provider

(a) Date and time for submission of Tender Document : By 12.07.2018 up to 2.00 PM by Speed Post /Regd.Post

(b) Date and time and venue for opening of

(i) Technical Bids

: On 12.07.2018 at 5.00 PM

(ii) Financial Bids of eligible Bidders

: As per the decision of the Tender committee

(c) Cost of Tender Paper

: Rs.1000 /- (Rupees One Thousand only)

Venue : Collectorate, Angul

(d) Likely date for commencement of Deployment of required manpower

: From July, 2018

Content of Tender Documents

SL. NO.	DESCRIPTION OF CONENTS	PAGE NUMBER
1	SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS	3-5
2	TECHNICAL SPECIFICATION FOR THE SERVICE PROVIDER AND THE MANPOWRER TO BE DEPLOYED IN THE DEPARTMENT BY THE SERVICE PROVIDER	6-7
3	TENDER APPLICATION-TECHNICAL BID	8-10
4	TENDER APPLICATION-FINANCIAL BID	11
5	TERMS AND CONDITIONS	12-16
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8	TERMS AND CONDITIONS OF THE AGREEMENT	20-23

SCOPE OF WORK AND GENERAL INSRUCTIONS FOR BIDDERS

1. The District Education Office, Angul requires the service of reputed, well established and financially sound Manpower Service Provides to provide services of class-iv staff for Odisha Adarsha Vidyalayas on contract basis for day to day official work.
2. The contract of providing the aforesaid manpower is likely to commence from July, 2018 and would continue till 31.03.2019. The period of the contract may be further extended beyond 31.03.2019 provided the requirement of the District Education Office, Angul. The DEO, Angul however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The cost of tender paper is Rs. 1000/- (Rupees One Thousand only) which is to be deposited along with the tender papers in shape of bank draft drawn in favour of District Education Officer, Angul payable at Angul.
4. The tentative requirement is @ 03 nos. class -IV employees for each OAV. The total requirement is 6 nos for 2 OAVs which may increase / decrease.
5. The estimated cost of the contract is Rs. 3,37,500/- (Rupees Three lakh Thirty seven thousand five hundred only) for the above period.
6. The maximum gross remuneration is Rs.6,250/- per manpower per month including EPF, ESI, Service Charge, GST and other statutory charges.
7. The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 12.07.2018 at 2:00 PM at District Education Office, Angul, through registered post/speed post only.

The various crucial dates to the tender for providing manpower Services by private manpower service providers" are indicate here under:

- A) Date and time for submission of Tender Document : By 12.07.2018 up to 2:00 PM
- B) Date and time and venue for opening of
(i) Technical Bids : on 12.07.2018 at 5:00 PM
(ii) Financial Bids of eligible Bidders : As per the decision of the Tender committee

VENUE: Collectorate, Angul

- C) Likely date for commencement of deployment of required manpower : From July,2018

8. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to OAVs of Angul district" and "Financial Bid for providing Manpower Services to OAVs, of Angul district". Both sealed envelopes should be kept in a third sealed envelope superscribing "Tender for providing Manpower Services to OAVs, of Angul district."

9. The **Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only)**, refundable (without interest), should accompanied with the Technical bid of the service provider in the form of Demand Draft drawn in favour of District Education Officer, Angul, failing which the tender shall be rejected summarily.

10. The successful tenderer will have to deposit a security deposit of **Rs. 33,750 (Rupees thirty three thousand seven hundred fifty only) in form of Bank Guarantee from any Nationalized Bank** in favour of District Education Officer, Angul covering the period of contact. In case the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenderer.

11. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the Central / State Government), along with the Technical Bid failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

- a) Registration certificate of the applicant's organization.
- b) The registered office or one of the branch offices of the manpower service providers should be locate within the jurisdiction of the, Angul district duly registered under appropriate authorities i.e. Municipality/DIC/Service Tax/DLO
- c) Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e. 2014-15, 2015-16, 2016-17.
- d) Documentary proof of at least three years' experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
- e) Copy of valid labour license (R &A) Act 1970.
- f) Copy of PAN / GIR card & GST No.
- g) Copy of the IT return filed for the last three financial years i.e 2014-15, 2015-16, 2016-17 (i.e. Assessment year 2015-16 ,2016-17,2017-18)
- h) Copies of EPF and ESI registration certificates.
- i) Copy of the Service Tax registration certificate (ST-02) & ST-03 return as on 31.03.18.
- j) Copy of audited statements of accounts for the last three years (Balance sheet, profit & Loss A/C etc. i.e. 2014-15 ,2015-16 ,2016-17 showing minimum turnover Rs.10.00 lakhs duly certified by Chartered Accountant firm.
- k) EMD RS.10,000/- in shape of DD in favour of DEO, Angul
- l) DD for Rs.1000/- towards the cost of tender paper
- m) An affidavit mentioning that he/she/firm is not black listed by any Govt. organization/undertaking or that no criminal or vigilance case is pending.

12. The conditional bids shall not be considered and will be outrightly rejected in very first instance.
13. All entries in the tender form should be legible and filled clearly. If the space furnishing information is insufficient, a separate sheet duly signed by the authorized signature may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
14. The Technical Bid shall be opened on the scheduled date and time at ...5:00... PM on ~~12.07.2018~~ in the Collectorate, Angul in the presence of the Manpower Service providers, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenderers will be opened whose Technical Bids are found in order. The Financial bids shall be opened as per the decision of the tender committee.
16. Tender document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the bid.
17. The Collector, Angul reserves the right to cancel all Bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER



The tendering manpower service providers should fulfill the following technical specification.

- a) The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the, Angul district duly registered under appropriate authorities i.e Municipality /DIC/Service Tax/DLO
- b) They should be registered with the appropriate registration authority.
- c) They should have at least three years' experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
- d) They should have their own Bank Account. Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e 2014-15, 2015-16, 2016-17
- e) They should be registered with income Tax and Service Tax Department.
- f) They should be registered with appropriate authorities under Employees Provident Fund and employees State Insurance Acts.
- g) They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
- h) Minimum turnover requirement: - 10 Lakh per annum.
- i) Execution of contract of similar type during preceding 3 years of value equal to or more than 60% of the estimated cost of the present contract
- j) Any other information as mentioned in the term and conditions.

TECHNICAL REQUIREMENT AND OTHER DETAILS FOR MANPOWER (CLASS-IV STAFF)TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OAVs OF ANGUL DISTRICT

1. She/ He should be above 18 years of age and not exceeding 50 years as on 31.05.2018
2. The candidate must have passed HSC examination.
3. He /she must be abled body both in physically and mentally to do the job.
4. Preference will be given, candidate having 01 year experience in the related field.

APPLICATION FOR TECHNICAL BID

For providing Manpower Service to OAVs of Angul District

1. Name of Tendering Manpower Service Provider :
2. Details of Earnest Money Deposit : DD No. Date
- of Rs. 10,000/- drawn on Bank
3. Name of Proprietor/ Partner / Director :
-
4. Full Address of Registered Office :
-
- Telephone No. : Fax No. :
- E-Mail Address :
5. Full Address of Operating / Branch Office :
-
-
- Telephone No. : Fax No. :
- E-Mail Address :
6. Name & Telephone No. of Authorized Officer/ Person to liaise with field Office (s) :
-
-
7. Banker of Manpower Service Provider (Attach certified copy of statement of A/c for the last three years)
-
-
- Telephone Number of Banker :
8. PAN/ GIR No. (Attach attested copy) :
9. Service Tax & GST Registration No. (Attach attested copy) :



10. E.P.F. Registration No. (Attach attested copy) :
11. E.S.I. Registration No. (Attach attested copy) :
12. Financial Turnover of the tendering Manpower Service Provider for the last three Financial Years. (Audited Statement to be attached).

Financial Year	Amount (in Lakhs)	Remarks, if any
2014-15		
2015-16		
2016-17		

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient).
14. Give details of the similar contracts handled by the tendering manpower Service Provider during the last three year in the following format.

(If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Name of the Client Address, Telephone & Fax No.	Manpower Services Provided		Amount of contract (in Lakhs)	Duration of contract	
		Type of Manpower Provided	Nos.		From	To

15. Additional information, if any (Attach separate sheet, if required)

Date :

Place :

Signature of Authorized Person



DECLARATION

1. I, Son/ Daughter/ Wife of Shri.
.....

Proprietor / Director/ Authorized Signatory of the service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date :

Place :

Signature of Authorized Person

Name :

Seal :



APPLICATION FOR FINANCIAL BID

For Providing Manpower Services to OAVs , Angul

1. Name of Tendering Manpower Service Provider
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes.

Sl. No.	Manpower Type	Monthly Rate per person						Total per Person (Gross)
		Base Remuneration	Employee's contribution to EPF	Employee's contribution to ESI	Other Statutory dues, if any	Service Charge	GST	
1	Science Attendant, Office Peon, Night watchman cum sweeper							

Signature of Authorized Person

Date:

Name:

Place:

Seal:

N B:- The maximum gross remuneration is Rs.6,250/- per manpower per month including EPF, ESI, Service Charge GST and other statutory dues.

TERMS AND CONDITION

1. The agreement between the Manpower Service Provider and the DEO, Angul is for providing eligible willing persons who will be deployed against Class-IV post (Science Attendant, Office Peon, Night watchman-cum- Sweeper) in 2 nos.Odisha Adarsha Vidyalayas.
2. The qualification for the post for Class-IV is that he/she must have passed HSC examination. He/she must not more than 50 years and not below 18 years of age as on date 31.05.2018. He /she must be abled body both in physically and mentally to do the job.
3. The agreement is likely to commence from July, 2018 and shall continue till 31.03.2019 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed breach of contract etc or change in requirements.
4. The agreement shall automatically expire on 31.03.2019 unless extended further by the mutual consent of the manpower Service Provider and the authority.
5. The agreement may be extended, on the same terms and condition or with some additions/ deletion/ modification, for a further specific period mutually agreed upon by the manpower service provider and the authority.
6. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the authority.
7. The manpower service provider will be bound by the details furnished by it to the authority. In case any of such documents furnished by it is found to false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of the agreement.
8. The authority reserves the right to terminate the agreement during initial period also after giving 15 days notice to the manpower service provider.
9. The person deployed shall be required to report for work at the Odisha Adarsha Vidyalaya allotted by DEO Angul , may also require to work beyond 5.00 PM for which he/she would not be paid any extra remuneration. In case the persons deployed remain absent on a particular day or comes late/ leave early on three occasions, proportionate deduction from the remuneration for day will be made.
10. The entire financial liability in respect of manpower service deployed in the Odisha Adarsha Vidyalaya (OAV)) shall be that of the manpower service provider and the DEO or OAV concerned will ,in no way be liable. It will be the responsibility of the manpower service provide to pay the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidences as may be required by the District Education Office.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.

12. For all intents and purpose, the manpower service provider shall be "employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the District Education Office.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The District Education Office shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance of the deployed person are not attended to by the manpower service provider the deployed person can place their grievance before a joint committee consisting of a representative of District Education Officer and authorized representative of the manpower service provider.
14. The Principal of OAVs shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of tier performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible regular / confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or regularization of deployment with office under the provision of rules and acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
18. The manpower service provider must be registered with the concerned Govt. authorities i.e. Labor Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act 1970 if any, at his own part and cost.
19. The Manpower Service Providers shall provide a substitute well in advance if there occurs any probability of the person leaving the Job due to his/her own personal reasons. The payment in respect of the over-lapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Funds and Employees State Insurance, wherever applicable.
20. The person deployed by the Manpower Service provider should have good police records and no criminal case should be pending against them.

21. The person deployed should be polite, cordial and efficient while handling the assigned work. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the person deployed

LEGAL

22. The person deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall be responsible for compliance of all statutory provision relating to minimum wages payable to different type of the workers in respect of the persons deployed by it in the Odisha Adarsha Vidyalayas. The DEO or OAVs shall have no liability in this regard.
24. The Manpower Service Provider shall be liable for depositing for all taxes levies, cess etc. on account of service rendered by it to the Odisha Adarsha Vidyalayas to the concerned tax collection authority, from time to time as per the rules and regulation in the matters. Attested Xerox copies of such documents shall be furnished .
25. The Manpower Service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the DEO or office concerned or any authority under law.
26. The Tax Deduction at Source (TDS) shall be done as per the provisions of income tax Act / Rules as amended from time to time and a certificate to this effect shall be provided by the department or office concerned.
- *NOTE: - Registration / License under the Contract Labor (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider.
27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof the District Education Office or the office concerned is put to any loss / obligation, monetary or otherwise, District Education Office or will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.
28. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The District Education Office will have no liability towards non-payment of remuneration to the person employed by the manpower service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the District Education Office or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the security deposit.

FINANCIAL

29. The Manpower Service Provider shall have to deposit a Security Deposit amounting of Rs. 33,750/- (Rupees Thirty three Thousand Seven Hundred Fifty only) (one month employees cost including statutory dues) in the form of TDE/FDR made in the name of agency of any nationalized Bank pledged in favour of District Education Officer, covering the period of contract. In case the contract is further extended beyond initial period the TDR/FDR will have to be accordingly renewed by the manpower Service Provider.
30. The service Provider will draw the remuneration of Class-IV employees every month on the basis of absence statement furnished by each OAV. The payment will be made through e-transfer by 7th of following month. The bill will be submitted to the DEO, Angul by 10th which will be reimbursed by DEO, Angul during the same month.
31. The Manpower Service Provider shall have to deposit a performance security deposit of Rs. 50,000/- (Rupees fifty thousand only) in form of Bank guarantee from only Nationalized Bank in favour of District Education Officer, Angul covering the period of contact. In case the contract is further extended ' beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers. The amount of performance security deposit is to be determined by the District Education Officer, Angul taking in to account the contractual obligation of the manpower service provider.
32. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
33. The manpower service provider shall raise the bill in triplicate along with attendance sheet duly verified by the Adarsha Vidyalaya Office in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding months.
34. The claim in bills regarding employees state insurance, provident fund, GST, etc should be necessarily accompanied with documentary pertaining to the concerned bill of the month. A requisite portion of the bill amount shall be held up till such proof furnished, at the discretion of the District Education Office.
35. The amount of penalty calculated @ Rs. 100 per day on account of delay, if any in providing a suitable substitute for the period beyond working days by Manpower Service Provider shall be deducted from its monthly bills in the succeeding months.
36. The authority reserve right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
37. In the event of any dispute arising in respect of the clause of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his/her decision and the same shall be binding on parties.

38. All disputes shall be under the jurisdiction of the court at the place where the Headquarter of the Authority District Education Officer, Angul who has executed the agreement, is located.
39. The successful bidder will enter an agreement with District Education Officer, Angul for supply of suitable and qualified Manpower as per requirement of Adarsha Vidyalaya Offices on the above terms and conditions.

DOCUMENTS TO BE FURNISHED WITH THE TECHNICAL BID

The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officer of the Central / State Government), along with the Technical Bid, failing which their bids shall be summarily / outrightly rejected and will not be considered any further:

- a) Registration certificate of the applicant's organization.
- b) The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of the, Angul district duly registered under appropriate authorities i.e. Municipality/DIC/Service Tax/DLO
- c) Certified copy of bank statement in the name of the organization containing transactions made during the last three years i.e 2014-15, 2015-16, 2016-17
- d) Documentary proof of at least three years' experience in providing manpower to Government Departments / Public Sector Companies / Banks, etc.
- e) Copy of valid labour license (R &A) Act 1970.
- f) Copy of PAN / GIR card and GST No.
- g) Copy of the IT return filed for the last three financial years i.e 2014-15,2015-16, 2016-17 (i.e Assessment year 2015-16 ,2016-17,2017-18)
- h) Copies of EPF and ESI registration certificates.
- i) Copy of the Service Tax registration certificate(ST-02) & ST-03 return as on 31.03.17 and GST No
- j) Copy of audited statements of accounts for the last three years (Balance sheet, profit & Loss A/C etc) i.e. 2014-15 ,2015-16 ,2016-17 showing minimum turnover Rs.10.00 lakhs.
- k) EMD RS.10,000/- in shape of DD in favour of DEO, Angul.
- l) DD for Rs.1000/- towards the cost of tender paper
- m) Security Deposit for Rs.37,500/- in the form of TDR/FDR.
- n) An affidavit mentioning that he/she/firm is not black listed by any Govt. organization/undertaking or that no criminal or vigilance case is pending.



AGREEMENT

This Agreement is made on this Day of between the District Education Office, Angul, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

And

M/s. represented by Sri here- in- after called the "Manpower service provider" which expression shall, where the context so requires or admits, also includes its successors or assignees of the other part.

Whether, the "Authority" desires that the service of "....." are required in Department/ Office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider"

Now this agreement witnesses as below :

1. That the annexure containing the terms and conditions shall be deemed to form and to be reads and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as "....." in the (name of the department / office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to

IN WITNESS WHERE OF the parties have caused their respective common seals to be here unto affixed or have here onto set their respective hands and seals on the day and year first written above.

Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider

Signature of the Authority
And officer acting the premises
for and on behalf of the District
Education Office, Angul

In the presence of witness

Witness

1. Name

Address.....

2. Name

Address.....

Witness

1. Name

Address

2. Name

Address



TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from and shall continue till unless it is curtailed or terminated by the authority owing to deficiency of Service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work to principal of OAV and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the principal of OAVs that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Odisha Adarash Vidyalayas shall be that of the manpower service provide and District Education Office or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the DEO, Angul.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The person deployed by the Manpower Service



Provider shall not have any claim whatsoever like employer and employee relationship against the principal of OAVs or office concerned.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The principal of OAV shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Committee consisting of a representative of the principal of OAV or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The principal of OAV level shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case, of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Act Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License Under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost if required under the Act,
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service provider. The Manpower Service provider shall be responsible for contributions towards Provident Fund and Employees state Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote good will and enhance the image of the OAVs or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall made the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the principal of OAV or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
25. The Tax Deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and certificate to this effect shall be provided by the OAVs or office concerned.
26. In case the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the OAVs or the office concerned is put to any loss/ obligation monetary or otherwise, the OAVs or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
27. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of the employed persons and non-payment of statutory dues. The OAVs or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the OAVs or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.
28. In case of breach of any terms and conditions attached to this agreement, the performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.
29. The Manpower Service Provider shall raise the bill, in triplicate along with attendance sheet duly verified by the OAVs, or office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc, should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
31. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in proving a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
32. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage

33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
34. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.