

# GOVERNMENT OF ORISSA

## ST & SC DEVELOPMENT M&BCW DEPARTMENT

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No. 16204 /SSD., Bhubaneswar dated the 23<sup>rd</sup> August, 2021.

STSCD-OE-MISC-0004-2021

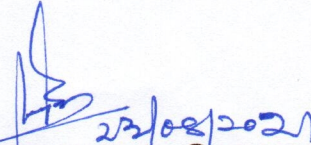
### TENDER NOTICE

Sealed tender are invited from reputed manpower agencies/ service providers to provide the services of one Technical Assistant under School & Hostel Monitoring Cell (SHMC), one Technical Expert & one Data Entry operator under Anwesha Concurrent, Monitoring and Evaluation Cell (ACME/PMU ) for a period of one year through a suitable placement agency on contract basis for day to day official work.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website ( [www.stscodisha.gov.in](http://www.stscodisha.gov.in) ) .

The tender document will be received by the Deputy Director-cum-Deputy Secretary (TSP), ST & SC Development Department, Odisha Secretariat, Bhubaneswar-751001 **only through Speed Post / Registered Post** during office hours. The last date and time for receipt of Tender document is **dated 13.09.2021 by 5:00 PM**. The office shall not be responsible for any kind of postal delay.

For eligibility criteria, scope of deliverable and other relevant details please refer the Tender Document available at [www.stscodisha.gov.in](http://www.stscodisha.gov.in).

  
Additional Secretary to Government



Your Signature will appear here.

**TENDER DOCUMENT FOR SELECTION OF MANPOWER SERVICE PROVIDER  
FOR HIRING OF PERSONNEL FOR DIFFERENT POSITIONS OF ST & SC  
DEVELOPMENT DEPARTMENT**

Tender Call Notice No:16204/SSD.,

Date 23.08.2021

ST & SC Development and Minorities & Backward Classes Welfare Department,

Govt. of Odisha

Website:[www.stscodisha.gov.in](http://www.stscodisha.gov.in)

**Important Dates**

<b>Sl. No.</b>	<b>Particular</b>	<b>Date</b>
1.	Issuance of Tender Document	24.08.2021 (Tender document to be downloaded from website)
2.	Last Date and Time for Submission of Bids Bids to be submitted at: The Deputy Director-cum-Deputy Secretary(TSP) ST & SC Development Department	13.09.2021 till 5.00 PM
3.	Technical Bid Opening	14.09.2021 at 4.00 P.M.
4.	Financial Bid Opening	16.09.2021 at 4.00 P.M.

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The ST & SC Development Department, Secretariat, Bhubaneswar-751001 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of following positions on contract basis

Sl no.	Position	Supporting Unit	Nos. of Positions	Remuneration per month
1	Technical Assistant	School Hostel Monitoring Cell (SHMC)	01	Rs 55,000/-
2	Technical Expert (MIS)	ANWESHA Concurrent Monitoring & Evaluation Cell (ACMEC)	01	Rs. 50,000/-
3	Data Entry Operator		01	Rs. 10,000/- (excluding dues like EPF,ESI, GST and other charges as applicable)
4	Data Entry Operator	TD-I Section	05	Rs. 8,880/- (excluding dues like EPF,ESI, GST and other charges as applicable)

2. The commencement of contract for providing the aforesaid manpower is to be decided after selection of Manpower Service Provider Agency. The period of the contract may be further extended beyond the tenure specified in the initial agreement provided the requirement of the Department for manpower persists at that time or may be curtailed/terminated before the agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
3. This Department has tentative requirement of the said posts as mentioned at Sl. no 1. The requirements may increase/decrease in the category.
4. The Estimated cost of the contract is Rs.20.00 Lakhs per annum as per the requirement mentioned above however this may subject to change in response to the future requirement of manpower services.

5. The interested Manpower Service Providers may submit the tender document complete in all respects along with earnest money deposit (EMD) of **Rs.5000/- (Rupees Five thousand)**only and other requisite documents by **13.09.2021 upto5.00 P.M.** at **ST & SC Development Department, Secretariat, Bhubaneswar-751001.**

6. The various crucial dates relating to “**Tender for Providing Manpower Services to the ST & SC Development Department, Secretariat, Bhubaneswar-751001**” are cited as under:

Sl. No.	Particular	Date
1.	Issuance of Tender Document	24.08.2021 (Tender document to be downloaded from website)
2.	Last Date and Time for Submission of Bids  Bids to be submitted at:  The Deputy Director-cum-Deputy Secretary(TSP),ST & SC Development Department	13.09.2021 till 5.00 PM
3.	Technical Bid Opening	14.09.2021 at 4.00 P.M.
4.	Financial Bid Opening	16.09.2021 at 4.00 P.M.

7. The tender has been 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 ST & SC Development Department**” and “**financial Bid for Providing Manpower Services to ST & SC Development Department**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to ST & SC Development Department**”.
8. The earnest money deposit (EMD) of Rs.5000/- (Rupees Five thousand)only, refundable (without interest), should be necessarily accompanied with the technical bid of the service provider in the form of demand draft/ pay order drawn in favour of DDO-I-cum-Under Secretary, ST&SC Development Department, Secretariat, Bhubaneswar **failing which the tender shall be rejected summarily**.
9. The successful tenderer will have to deposit a Performance Security Deposit of an amount equivalent to one month’s cost of service charges in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **DDO-I-cum-Under Secretary, ST & SC Development Department, Secretariat, Bhubaneswar** covering the period of contract. In case, the contract is further extended beyond the initial period, the

Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out right rejected and will not be considered any further:**
  1. Registration certificate of the applicant / organization;
  2. Copy of PAN/ GIR card;
  3. Copy of the IT return filed for the last three financial years;
  4. Copies of EPF and ESI certificates;
  5. Copy of the Service Tax registration certificate;
  6. Certified extracts of the Bank Account containing transactions during last three years.
11. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
12. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender/ bids.
13. The Technical bids shall be opened on the scheduled date and time at 4 P.M. on **14.09.2021** in the **Conference Hall of ST & SC Development Department, Secretariat, Bhubaneswar**, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at **4.00 P.M.** on **16.09.2021** in the **Conference Hall of ST & SC Development Department, Secretariat, Bhubaneswar**, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the sport at that time.
15. The Competent Authority of the ST & SC Development Department reserves the right to reject all bids/cancel the tender at any time without assigning any reason.

## **TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:
  - a. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
  - b. They should be registered with the appropriate registration authority;
  - c. They should have at least **two/three years** experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;
  - d. They should have their own Bank Account;
  - e. They should be registered with Income Tax and Service Tax Departments;
  - f. They should have valid GSTIN Number.
  - g. Minimum turn over requirement per annum is Rs.20 Lakh.
  - h. They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - a. They should have any other regulatory clearance (to be specified by the user Department) that may be required for providing manpower services.
  - j. Minimum turn-over requirement. (to be assessed by the Department/Office keeping in view the present contract)
  - k. Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
  - xx. The bidder should not have been black listed by any State Government or Central Government. A Self Declaration to this effect shall be submitted by the bidder in the prescribe format



**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED  
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ST& SC  
DEVELOPMENT DEPARTMENT, SECRETARIAT, BHUBANESWAR**

1	<p>Technical Assistant (SHMC)</p>	<p>Masters in Education/ Social Science/ Social Work / Rural Management from a recognized university/ reputed institutes with minimum two years of post qualification experience, preferably in working with tribal/community engagement &amp; Govt. partnerships related to education.</p> <p>Age- 30- 40 years with relaxation of 2 years for any case of highly experienced candidates.</p>	<p>. The selected candidate, as “Technical Assistant SHMC”, is expected to perform the following duties.</p> <ul style="list-style-type: none"> <li>• To facilitate, supervise and monitor implementation of different programme undertaken towards School, Hostel management by SHMC &amp; Department as a whole.</li> <li>• To provide necessary handholding support to the field functionaries in gap assessment of Schools &amp; Hostels operational under the Department and coordinate for redressal of grievances..</li> <li>• To monitor, supervise data collection of school and hostel related to different programmes of the Department. To facilitate and develop database of untoward incidents and visit the schools/ hostels as when and wherever required.</li> <li>• Provide required support and facilitate in organizing/conducting program activities / training / workshops and supporting other programme-related activities as and when required by the</li> </ul>
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			<p>programme management/authorities under this department.</p> <ul style="list-style-type: none"> <li>• Assist and support in functionalities of planning, implementation, assessment and school improvement processes.</li> <li>• Provide age appropriate telephonic counselling.</li> <li>• Effective support to Department for implementation of various quality initiatives as well as infrastructure initiatives related to education.</li> <li>• Facilitate to develop effective SOPs/Guidelines in order to develop positive learning environment and ensure safety and security in SSD schools as well as hostels.</li> <li>• Provide expertise to assess and evaluate emotional, behavioral, and learning aspects of boarder students to design educational programmes.</li> <li>• Any other task assigned by ST &amp; SC Development, Minorities &amp; Backward Classes Welfare Department from time to time.</li> </ul>
2	Technical Expert , MIS (ACME cell)	Master in Computer Application/Master in Computer Science/Master	<p>TE, MIS should perform following duties:</p> <ol style="list-style-type: none"> <li>1. He/she should assist State Co-</li> </ol>

		<p>Degree in Statistics/B.Tech in Computer Application from a recognized university/ institute with P.G.DCA or equivalent professional course on IT.</p> <p>. Must have proficiency in Dash Board Monitoring system and Web designing.</p> <p><b>Work Experience:</b></p> <ul style="list-style-type: none"> <li>• Minimum 5 years of work experience in the field of Computer Application Development and Data management in Education/ Rural development</li> <li>• Having work experience, preferably in at least two Operating System Software.</li> <li>• Candidate should have high profile skills with speed and accuracy. Must have proficiency and dedication to complete the work in due time.</li> </ul> <p>Age: 30- 40 years with relaxation of 2 years for any case of highly experienced candidates.</p>	<p>ordinator in achieving the objectives of the Acme Cell.</p> <p>2. Develop programmes for data entry, processing, multivariate analysis, data base management, retrieving and report generation. Maintain the data base; prepare the web based format for online data transmission.</p> <p>3. Manage and modify the programme as per requirement of the project.</p> <p>4. Prepare a dash board monitoring system for monitoring school wise, hostel wise information relating to academic performance, staying comfort, mess facility, wellbeing, security etc. of boarders/students.</p> <p>5. Prepare individual data base of all boarders/students.</p> <p>6. Should have constant touch with all zone co-ordinator, ensure and help them in information generation, documentation and timely updating of information through web site.</p> <p>7. Any other relevant work assigned by the Department head /State co-ordinator.</p>
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3	Data Entry Operator (ACME cell)	<p>Qualification- Graduation in any discipline</p> <p>Candidate should have a speed of 4000 characters per minute in English and should be well conversant with</p>	<p>Data Entry Operator has to perform</p> <p>Prepares, compiles, and sorts documents for data entry.</p>
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		<p>computers and essentially well trained in MS Office, internet and LAN function</p> <p>1-3 years of experience in data entry</p> <p>Age- Above 18 year but not exceeding 40 years as on date of 01.08.2021.</p>	<p>Verifies and logs receipt of data.</p> <p>Transcribes source data into the required electronic format.</p> <p>Transfers information from paper formats into computer files using keyboards, data recorders, or optical scanners.</p> <p>Performs high-volume data entry using word processing, spreadsheet, database, or other computer software.</p> <p>Verifies integrity of data by comparing it to source documents.</p> <p>Reviews data for errors, missing pages, or missing information and resolves any discrepancies.</p> <p>Maintains a filing system and protects confidential customer information.</p> <p>Performs regular backups to ensure data preservation.</p> <p>Responds to requests to retrieve data from the database or electronic filing.</p> <p>Any other relevant work assigned by the Department head /State co-ordinator/ TE,MIS</p>
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**APPLICATION – TECHNICAL BID**

For Providing Manpower Services to ST & SC Development Department

- 1. Name of the Tendering Manpower Service Provider:-----
- 2. Name of Proprietor/Partner/
- 3. Director: -----

-----  
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- 4. Full Address of Registered:-----

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TelephoneNo. : \_\_\_\_\_ FaxNo.: \_\_\_\_\_

E-Mail Address : \_

- 5. Full address of Operating/

BranchOffice : \_\_\_\_\_

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TelephoneNo. : \_ FaxNo. : \_\_\_\_\_

E-Mail Address : \_

- 6. Name & telephonenumber of \_\_\_\_\_ Authorized officer/ person

to liaise with Field Office (s)

- 7. Bank of the Manpower Service Provider: \_\_\_\_\_

(Attach certified copy of statement of

A/c for the last Three years) \_\_\_\_\_

TelephoneNumber: \_\_\_\_\_

of Banker

8. PAN/GIRNo.: -----

(Attach attested Copy)

9. Service Tax RegistrationNo.: -----

(Attach attested Copy)

10. E.P.F. RegistrationNo.: -----

(Attach attested Copy)

11. E.S.I. RegistrationNo.: -----

(Attach attestedCopy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financialyears.

Financial Year	Amount (Rs. Lacks)	Remarks, if any
2018-19		
2019- 20		
2020-21		

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No	Name of client, address, telephone& Fax No.	Manpower services provided		Amount of contract (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	To

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

Date: Place:

Signature of authorised person Name:

Seal:

### **DECLARATION**

1. I -----Son/Daughter/ of Shri \_\_\_\_\_  
Proprietor/ Director/ Authorised 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 authorised person Full Name:**

Seal:

## APPLICATION – FINANCIAL BID

### For Providing Manpower Assistance to ST & SC Development Department

1. Name of the tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc:

Sl. No.	Manpower Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total per person
1.	Technical Assistant (SHMC)							
2-	Technical Expert , MIS, ACME Cell							
3	Data Entry Operator  ACME Cell							

Date: Place:

Signature of authorised person Full Name:

Seal:

#### Notes:

1. The total quoted rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.



## **TERMS & CONDITIONS**

### **GENERAL**

1. The Agreement shall be in effect for one year in general 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 completion of one year 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 Department, at present has tentative requirement of Technical Assistant (SHMC) – 01, Technical Expert, MIS ( ANWESHA)- 01 and Data Entry Operator ( ANWESHA)- 01 on urgent basis. The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.30 P.M. and may also required to work beyond 5.30 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.

9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so 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 Department or Office concerned shall be that of the Manpower Service Provider and the Department 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 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 Department or Office concerned.
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 persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department 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 Department 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 Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department of Office concerned and an Authorized representative of the Manpower Service provider.
13. The Department 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 Acts. 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 Government 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 is any, at his own part and cost.\*
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, GST 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 handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service provider shall be responsible for any act of indiscipline on the part of the persons deployed.

### **LEGAL**

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 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.
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 Department 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 a certificate to this effect shall be provided by the Department 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 Department or the office concerned is put to any loss/ obligation, monetary or otherwise, the Department 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 employed persons and non-payment of statutory dues. The Department 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 Department of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

### **FINANCIAL**

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.5000/- (Five thousand) only in the form of Demand Draft/ pay Order drawn in favour of DDO-cum-Deputy Secretary, ST&SC Development Department, Secretariat, Bhubaneswar **failing which the tender shall be rejected out rightly.**
29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

30. The successful tender will have to deposit a Performance Security Deposit of one month's service charges including statutory dues only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.
31. 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.
32. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits 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.
33. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax 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.
34. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond. Three working days by the Manpower Service Provider shall be deducted from its monthly bill in the succeeding month.
35. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. 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.
37. 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.

38. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

**DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN/GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/certificate;
9. Certificate documents in support of the Financial turnover of the agency;
10. Certificate documents in support of entries in column 13 of Technical Bid application;
11. Copy of the terms and conditions at pages-10 to 12 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE  
DEPLOYMENT OF MANPOWER**

1. List of Manpower short listed by agency for deployment in ST&SC Development Department, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Governor \_\_\_\_\_ of Odisha represented by \_\_\_\_\_, 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 \_\_\_\_\_, hereinafter called the “Manpower Service Provider” which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the “Authority” desires that the services of “\_\_\_\_\_” are required in \_\_\_\_\_ Department /Office;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the Provisions of the 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 read 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”, 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 upto\_\_\_\_\_

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto 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 An officer acting in the premises for and on behalf of the**

**Governor of Orissa**

*In the presence of witness :-*

**Witness**

1. Name\_\_\_\_\_
   
Address\_\_\_\_\_
2. Name\_\_\_\_\_
   
Address\_\_\_\_\_

**Witness**

1. Name\_\_\_\_\_
   
Address\_\_\_\_\_
   
—
2. Name\_\_\_\_\_
   
Address\_\_\_\_\_

**ANNEXURE**

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from\_\_\_\_\_ (date) and shall continue till ( date)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 automaticallyexpireon\_\_\_\_\_ (date) 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 organisation 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 at 10.00 AM to the Under Secretary or Deputy Secretary or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which he would 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 Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Department or Office or concerned shall be that of the Manpower Service Provider and the Department 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 Department or Office concerned.
10. 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 persons deployed by the Manpower Service

Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department 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 Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.
12. The Department 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.
13. 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.
14. 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.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking form the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. 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 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, if required under the Act.
17. 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.
18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

19. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. 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 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.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers 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.
22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department 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.
23. 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.
24. 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 a certificate to this effect shall be provided by the Department or office concerned.
25. In case, the Manpower Service Provider falls to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department 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.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department 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 Department or Office

concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

27. 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.
28. The manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submits 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.
29. The claim in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole or the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
30. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing 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.
31. The Authority reserves the right to withdrawn or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
32. 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 parities.
33. 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.

\*\*\*\*\*

**Job Title:** Technical Assistant

**Location:** ST& SC Development Department

**Reporting to:** Director (ST)

**Terms:** 12 months extension on every year basis annual performance

**Remuneration :** Rs 55,000 per month

**Required Qualification:** Master's in Education/Social Sciences/Rural Management/Social Work.

**Desired Experience:** Minimum 2 years' experience of working with tribal/community engagement & Govt partnerships related to education.

**Age limit:** is 30- 40 years with relaxation of 2 years for any case of highly experienced candidates.

Candidates should possess problem solving, stakeholder management & effective communication skills & fluent with Oriya language and a passion to work in rural geographies.

**Responsibilities:**

1. To play a key role and coordinate for redressal of grievances both at district /subdivision level.
2. Provide age appropriate telephonic counselling.
3. Facilitate to develop database of untoward incidents and monitor wherever required.
4. Effective support to Department for implementation of various quality initiatives as well as infrastructure initiatives related to education.
5. Provide required support and facilitate in organizing/conducting program activities / training / workshops and supporting other programme-related activities as and when required by the programme management/authorities under this department.
6. To provide necessary handholding support to the field functionaries in gap assessment of Schools & Hostels operational under ST & SC Development Department.
7. To monitor, supervise data collection by SHMC
8. Facilitate to develop effective SOPs/Guidelines in order to develop positive learning environment and ensure safety and security in SSD schools as well as hostels.
9. Provide expertise to assess and evaluate emotional, behavioural, and learning aspects of boarder students to design educational programmes.
10. Collaborate and coordinate with students, parents, and communities in building educational programmes. Assist and support in functionalities of planning, implementation, assessment, and school/hostel improvement processes.

11. Collection of relevant information and Documentation of Best Practices, Case Studies, and relevant domain for Annual Progress Report etc.
12. Will make periodic visit to schools & hostels of this department for ensuring quality education as per the required standards and specifications.
13. Will be involved in Professional development processes such as workshops, leadership curriculums, debrief, and other mentorship processes designed for the fellowship process.
14. Any other task assigned by ST & SC Development, Minorities & Backward Classes Welfare Department from time to time.

### APPLICATION FORM

**Paste Recent Passport-Size Photograph**

<b>Position Applied For:</b>
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#### PERSONAL DETAILS

<b>Name of the Candidate</b>	Error! Error! Filename not specified.  (First Name)	Error! Filename not specified.  (Surname)
<b>Address</b>	<u>Permanent</u>	<u>Present</u>
<b>Mobile / Phone No.</b>		
<b>Telephone – Residence</b>		
<b>Telephone – Office</b>		
<b>Email Id.</b>		
<b>Date of Birth: (<u>DD/MM</u> <u>/YY</u>)</b>		
<b>Category: (<u>ST/</u> <u>SC/OBC</u>  <u>/General</u>)</b>		
<b>Sex: (<u>Male/</u> <u>Female</u>)</b>		

<b>Marital Status: (Tick as relevant)</b>	Single	Married	Separated
	Widow(er)		
<b>Medical History: (Tick relevant)</b>	Serious Illness (if any)	No	Yes

2. EDUCATION QUALIFICATION\* (Recent First; 10<sup>th</sup> Standard Onwards)

Qualification	University / Institution	Subjects	Completion Year	Division/Grade	Percentage

(\* Documents as proof of the educational qualification to be attached)

3. OTHER QUALIFICATION/ TRAINING (Including Relevant Short Training Courses and professional courses) \*

Course Name	Duration	Year	Institution	Course Details

(\* Documents in proof of trainings to be attached)

4. EMPLOYMENT / WORK EXPERIENCE  
DETAILS  
Employment first)\*

(Current

Name &	Categor	Designatio	Duration	Total	Major

Address of Employer	Type of Employer (Govt./Private)	Name & Location	From	To	Years of experience	Responsibilities

(\* Documents as proof of the work experience to be attached)

5. **Current Salary Drawn** Rs. \_\_\_\_\_ per annum
6. **COMPUTER LITERACY**

Software Package/ Application	Level of Knowledge ( <u>Please Tick Relevant Column</u> )		
	Basic	Working	Expert
Word Processing			
Spread sheet			
Database			
Presentation			
Web/ E-Mail			

7. **LANGUAGE PROFICIENCY (Please Tick the Appropriate Column)**

Language	Ability to Converse			Ability to Read			Ability to Write		
	Poor	Fair	Good	Poor	Fair	Good	Poor	Fair	Good
English									



Hindi									
Odiya									
Other (Please specify _____ )									

8. ANY OTHER INFORMATION\* (May be Provided by Applicant to Strengthen Candidature)

**Error! Filename not specified.**

\* May include Publication, Paper presented in Seminar, Membership etc. & continue in separate sheet.

9. REFERENCE (Two Persons to whom you have Professionally Reported)

Reference 1 ( <u>Name, Official Address, Phone &amp; Email</u> )	Reference 2 ( <u>Name, Official Address, Phone &amp; Email</u> )

**10. DECLARATION**

I do hereby declare that all statements made in the application are true, complete and correct to the best of my knowledge and belief. In the event of any information being found false or incorrect at any point of time, my candidature/ appointment may be cancelled/ terminated without any notice.