

PROCEEDINGS OF THE STATE PROJECT DIRECTOR, RAJIV VIDYA MISSION (SSA)
ANDHRA PRADESH, HYDERABAD.
PRESENT: Smt. V. USHA RANI, IAS.,

RC. No. 158//RVM(SSA)/B7/2013

Dt.20.06.2013

Sub:- Engaging of Data Entry Operators and Messengers at DPOs and MRCs-
Certain instructions- Issued- Reg.

Ref:- 1. This office Procs No. 5730/RVM(SSA)/C4/2010, Dt. 14.02.2013.
2. This office Procs. No. even Dt. 20.5.2013.

All the Project Officers of RVM (SSA) in the state are informed that, it is decided to adopt a uniform procedure for selection of Data Entry Operators and Messengers in Dist. Project Offices and Mandal Resource Centres to avoid legal complications.

In this connection, to regularize the procedure of engaging of Data Entry Operators and Messengers, the following guidelines are communicated for strict compliance.

1. The selection shall be done through third party Agency on outsourcing basis **Or** on Contract Basis.
2. The remuneration has to be paid through agency only for the persons engaged on outsourcing basis and in **no case** the remuneration should be paid directly to the individual.
3. In case of Contract employees, an agreement has to be entered with the individuals in the enclosed format on Rs. 100=00 judicial Stamp Paper.
4. Competency test should be conducted for engaging of Data Entry Operators.
5. If the existing Data Entry Operators are engaged without conducting the competency test, the competency test has to be conducted and they have to be continued only on the basis of merit and performance.
6. The format of selection order and agreement bond are enclosed for strict compliance.

Any deviation in implementing the above instructions, the Project Officer RVM(SSA) concerned will be personally held responsible for the consequences. A compliance report regarding implementation of above instructions should reach to the undersigned on or before 15.07.2013 without fail.

Sd/- V. USHA RANI
STATE PROJECT DIRECTOR

To
All the Project Officers, RVM (SSA) in the state.
Copy forwarded to the Dist. Collectors & Chairmen, RVM (SSA) in the state for N/A.

//True Copy Attested//


Administrative Officer


21/6/13

PROCEEDINGS OF THE _____,
RAJIV VIDYA MISSION(SSA) _____

Present: _____

Re.No. _____

Date: _____

Sub: A.P.RVM (SSA), A.P., Hyderabad – Sri/Smt. _____, engaged
as _____ on Outsourcing basis through
_____ Agency for a period of _____ months -
Orders-Issued.

Ref:-1.

2.

-oOo-

Based on the competency tested Sri/Smt. _____ is engaged to work as
_____ in the office of _____ temporarily on
Outsourcing basis through _____ Agency for a period of _____
Months w.e.f. _____ with a fixed honorarium of Rs. _____ per month. His/Her
contract period will be completed by _____.

The services of the above individual are engaged on the following terms and conditions:

1. A fixed remuneration of Rs. _____ per month will be paid without any allowances.
2. The individual should work as per the job chart issued by the Controlling Officer.
3. The individual should be available during all the working days of the Government during office hours. In addition he/she should be available whenever his services are required on holidays / after office hours due to urgent works.
4. The individual should get prepared with relevant information / records for review meetings.
5. The individual shall attend to such other duties entrusted by the Controlling Officer from time to time.

6. The individual is eligible for availment of (15) days Casual Leave in a calendar year. He is not eligible for any other kind of leave. He/She should submit work done report before 5th of every month.
7. His/her performance shall be reviewed after (1) month of joining.
8. The services of the individual are engaged for a period of ____ months initially. Further, the contract of the individual is subject to termination at any time without assigning any reason. Further, the individual will not claim any right of permanent employment.
9. The individual is appointed purely on contractual / outsourcing basis and will not disclose any information / material to any third party or act in any prejudicial manner which affect, the interest of the SSA or its related organization.
10. The appointee shall prepare a work plan every month and submit the same to the concerned officer.
11. The appointee shall execute a Contract bond of employment w.e.f date of his/her joining immediately.
12. The services of the individual can be liable to terminate at any time without any notice and without assigning any reasons.

Signature of the Officer with Designation

To

Sri/Smt. _____ through the Agency.

Copy to _____

CONTRACT OF EMPLOYMENT

This Employment Agreement is entered into this the

BY AND BETWEEN

Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad having its office in the premises of Office of the Director, State Council for Educational Research and Training (SCERT), Opp: Lal Bahadur Stadium, Adjacent to Directorate of Agriculture, Basheerbagh, Hyderabad represented by its _____ (hereinafter referred to as the "**Employer**") which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors and assigns) of the **ONE PART**.

AND

_____, an Indian resident, residing at _____ (here in after referred to as the "**EMPLOYEE**" which expression shall unless excluded by or repugnant to the context or meaning thereof include his administrators, executors, legal heirs and representatives) of the **OTHER PART**. (The Employer and the Employee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS

A. Government of India, Ministry of Human Resource Development, New Delhi have introduced a Scheme called "Sarva Shiksha Abhiyan" to achieve Universalisation of Elementary Education for the children up to 15 years of age by 2010. For Implementation of the objectives of SSA, "Andhra Pradesh School Education Society" has been constituted as an autonomous body with Registration No.75 of 2005 under the Andhra Pradesh Societies Registration Act 2001. Subsequently, the name of the Society has been changed as 'Rajiv Vidya Mission Authority, Hyderabad', duly making necessary amendments in the MOA & Rules. The following objectives are being implemented through Rajiv Vidya Mission (SSA):

- a) To provide access to all children up to the age of 14 years.
- b) To enroll and retain all children in formal and Alternative Education up to the age of 14 years.
- c) To impart Quality Education to all the children up to the age of 14 years.
- d) To provide building and infrastructure facility to all the Government and Local Body, Primary, Upper Primary and High Schools with Primary Sections meant for imparting education up to the age of 14 years.
- e) To implement schemes of SSA, NPEGEL, KGBV and other schemes as entrusted by Government of India / Government of Andhra Pradesh as per the norms, guidelines, instructions issued by the respective Governments from time to time.
- f) To implement "Right of children to free and compulsory Education Act, 2010".

- B.** The Employer in order to achieve the above objectives requires the services of the Employee who has necessary knowledge and expertise required for the purpose.
- C.** Based on the representations and statements of the Employee, the Employer has agreed to appoint the Employee for rendition of the duties entrusted to him/her in the order of engagement of his/her services on the terms and conditions hereinafter appearing in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Employer and the Employee hereby agree as follows:

1. Duration of Agreement

This agreement will be deemed to have come into effect on _____. The contract shall be for a period of (____) months on temporary basis from the date of commencement of this agreement or Co-terminus with Rajiv Vidya Mission (SSA), whichever is earlier.

2. Appointment

The Employer, subject to the terms and conditions of this Agreement and based on the representations and warranties of the Employee as contained herein, hereby engages the services of the Employee and the Employee hereby accepts to offer his/her services as an Employee for rendition of services to the Employer. The Employee's job title is _____, **in the office of** _____ and the primary place of work will be _____. In addition, the Employee will work at, and travel to, such locations as may be necessary for the proper discharge and fulfillment of the Services.

3. Remuneration, leave and working hours

A consolidated remuneration is fixed as Rs. _____/- (Rupees _____ only) per month without any allowances.

- a) The Signatory shall be accorded 15 days Leave in a calendar year. The Signatory is not eligible for any other kind of leave.
- b). Working hours shall be those, applying to the project/activity to which the Signatory is assigned.

4. Status of Signatory

The Signatory shall have the status of a temporary contractual employee and shall not be considered in any respect as a regular staff of Rajiv Vidya Mission (SSA). The Signatory is subjected to Income Tax laws as may be applicable for the duration of the contract.

5. Rights and Obligations of the Signatory

The rights and obligations of the Signatory are strictly limited to the terms and conditions of this agreement. Accordingly, the Signatory shall not be entitled to any benefit, payment, subsidy, compensation or any other benefits, except as expressly provided in this agreement.

- i) The individual should collect all statistical data pertaining to their sector and to update it from time to time and should be able to submit the same to higher authorities whenever required.

- ii) The individual shall under take field visits as and when required, for which he/she will be eligible to claim TA/DA as fixed the Project.
- iii) The individual should be available during all the working days of the Govt., during office hours. In addition he/she should be available whenever his/her services are required on holidays/after office hours due to urgent works.
- iv) The individual should get prepared with relevant information/records for review meetings, seminars, conferences, workshops and group discussions including report writings, preparation of project report, documentation work etc., whenever they are conducted by Govt. of A.P./ Govt. of India.
- v) The individual shall attend to such other duties entrusted by the Vice Chairperson of Rajiv Vidya Mission (SSA) /State Project Director /Additional State Project Director from time to time.

6. Rescission

Either party may rescind this agreement at any time by giving the other party, at least 30 calendar days notice in writing of its intention to do so. However, Rajiv Vidya Mission (SSA) will suspend or dismiss the services of the Signatory involved in disciplinary cases and in criminal cases immediately. In departmental enquiries, if prima facie findings established irregularities, the State Project Director, Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad is empowered to take necessary appropriate action without giving any notice.

7. Termination

In case of improper conduct and / or unsatisfactory performance by the Signatory, having regard in particular to the Terms and Reference mentioned above, Rajiv Vidya Mission (SSA) shall terminate this agreement without any notice and no compensation shall be payable in such case.

8. Unpublished Information

The Signatory shall exercise the utmost discretion in regard to all matters of official business. He/She shall not communicate to any person any information known to him/her by reason of official position which has not been made public, except on written authorization of the concerned officer of Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad. At no time shall he/she in any way use to private advantage, the information known to him/her by reason of his/her official person. These obligations do not ease with expiry of this Agreement.

9. Performance of Duties and Standards of Conduct

In the performance of his/her duties under this Agreement, the Signatory shall be exclusively responsible to Rajiv Vidya Mission (SSA) and also institutional Head where Rajiv Vidya Mission (SSA) offices are located.

The Signatory shall not engage in any activity that is contrary or conflict with the purposes / principles or the proper discharge of his/her duties for Rajiv Vidya Mission (SSA). He/She shall avoid any interaction with the Press and in particular any kind of public pronouncement, which may adversely reflect on his/her integrity, independence or impartiality, which are required in his/her relationship with Rajiv Vidya Mission (SSA). At every step, he/she will act

according to the Woman & Child Rights regulations and violation of the child rights will be viewed seriously.

Any favour, gift or remuneration from any sources other than Rajiv Vidya Mission (SSA) shall not be accepted by him/her, unless, approval of the State Project Director, Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad has been obtained beforehand.

10. Release of Remuneration

Remuneration will be released to the Signatory only by Rajiv Vidya Mission (SSA).

UNDERTAKINGS

- (i) The Signatory shall obey the orders and directives issued by the Principal Secretary to Government, Education (Primary Education & SSA) Department, Government of Andhra Pradesh; State Project Director, Rajiv Vidya Mission (SSA), Andhra Pradesh, Hyderabad and other higher officials of Rajiv Vidya Mission (SSA) from time to time and maintain all records meticulously as required to be maintained in his/her terms of duty and produce them as and when called for inspection and provide requisite data periodically as required by Rajiv Vidya Mission (SSA) or any such officials empowered to know such information.
- (ii) The Signatory shall inform beforehand the concerned officials of Rajiv Vidya Mission (SSA) placed immediately above him/her regarding his/her absence from duty due to any personal reasons and shall inform at least one day prior to availing Casual leave.
- (iii) The Signatory shall use such cordial and pleasant language while interacting with his/her superiors and in any case shall not use arrogant or insubordinate language with his/her compatriots and will maintain extra cautiousness towards punctuality in working place.
- (iv) The Signatory shall be bound by the undertakings mentioned above in this Agreement and understand that any deviation shall immediately render in cancellation of this Contract Service Agreement and result in termination of service without any prior notice and any compensation thereof.

Provided further that, in the case, contractual employee defaults the conditions laid down in the service agreement, the Rajiv Vidya Mission (SSA) is entitled to recover damages from the contractual employee. The quantum of damages will be fixed by the Rajiv Vidya Mission (SSA) which will be final.

The place of enforcement of this Bond shall be Hyderabad.

The Contract/Bond shall in all respects be governed by the laws of Andhra Pradesh, for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of Andhra Pradesh.

**Concerned Officer
on behalf of Rajiv Vidya Mission (SSA)
with Designation.**

**Signature of the Signatory
(Contractual Employee)**