

## DISTRICT RURAL DEVELOPMENT AGENCY, BALASORE

INVITATION OF EXPRESSION OF INTEREST FOR ENGAGEMENT OF STAFF ON OUTSOURCING BASIS THROUGH

HRSPA

Dated 16/10 / October, 2021

No. 4565 DRDA(RH)

Sealed tenders are invited from the reputed Human Resource Service Provider Agencies (HRSPA) to provide service of one DPC, DPE & CCE at DRDA, Balasore & 12 number of BPC @ one per block, 12 number of BPA @ 1 one per block in 12 Blocks of Balasore district under Rural Housing Scheme. The detail information about the tender along with the documents required is available in Balasore District official website [baleswar.nic.in](http://baleswar.nic.in) w.e.f dt 16.10.2021 (5.00 PM) to 29.10.2021 (5.00 PM). The interested bidders must ensure that their bids are reached to District Rural Development Agency, Balasore latest by 29.10.2021 (5.00PM) through speed Post / Registered post only in the address of Project Director, District Rural Development Agency, Balasore, At/Po/Dist- Balasore, PIN-756001. The documents to be submitted in other means and received beyond the date line & time shall not be considered for opening in the competition. The undersigned reserves all rights to cancel all the tenders /notice without assigning any reason thereof.

Collector Balasore

Memo .No. 4566 DRDA

Dated 16/10, 2021

Copy to the DIPRO, Balasore, for information and necessary action. He is requested to publish the above advertisement in single space and small letter in two widely circulated Odia news paper limiting the advertisement cost to Rs.10,000/- (Rupees Ten Thousand) only each.

Collector Balasore

# **TENDER DOCUMENTS**

**For**

**Supply of Human Resources under  
Rural Housing to DRDA, Balasore  
and 12 Blocks of Balasore District**

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**DISTRICT RURAL DEVELOPMENT AGENCY, BALASORE.**



District Rural Development Agency  
Balasore -756001  
Email: Tele / Fax No.  
06782262647

**INVITATION OF EXPRESSION OF INTEREST FOR ENGAGEMENT OF STAFF ON  
OUTSOURCING BASIS THROUGH HRSPA**

No. 4566 t6/DRDA (RH)

Dated the 16.10.2021

Sealed tenders are invited from the reputed Human Resource Service Provider Agencies (HRSPA) to provide service of 1 number of DPC, 01 number of DPE, 01 number of CCE at DRDA, Balasore & 12 number of BPC @ one per block, 12 number of BPA @ one per block in 12 Blocks of Balasore district to meet the day to day official work under Rural Housing Scheme. The present contract is for five months to be come into force w.e.f. 01.11.2021 to 31.03.2022 on outsourcing basis and is renewable subject to requirement and satisfactory performances by the engaged HRSPA.

1. The detail information for outsourcing of services of aforesaid category of posts has been given in the tender documents available in Balasore District Official website "[baleswar.nic.in](http://baleswar.nic.in)". The tender documents in all respect should reach to District Rural Development Agency, Balasore latest by 29.10.2021 (05.00PM) through Speed Post/Registered Post only in the address of Project Director, District Rural Development Agency, Balasore, At/Po/Dist-Balasore, PIN-756001. The documents to be submitted in other means shall not be considered for opening in the competition. In case the last date of receipt of tender documents will fall on holiday or closed due to any reason, then it will be allowed to receive the tender documents on the next working day with same timing.

2. The intending Bidders will deposit tender paper cost of Rs.10,000/- (Non-refundable) in the form of Demand Draft /Pay order payable at Balasore and drawn in favour of PD, DRDA, Balasore along with Technical Bid, failing which the bids will not be taken into competition among others.

3. The successful Bidder will have to deposit a performance security in the form of Bank Guarantee/ TDR from any Nationalized Bank duly pledged in favour of Project Director, DRDA, Balasore equal to the remuneration of HRs for a period of contract. In case the contract is further extended beyond initial period; the Bank guarantee will have to be accordingly renewed by successful Bidder (HRSPA).

4. The tender has been invited in 2 Bid systems i.e. "Technical Bid" and "Financial Bid". The HRSPA are advised to submit two separate sealed envelopes super scribing "Technical Bid" and "Financial Bid" mentioning providing Manpower Service to DRDA, Balasore on the envelopes as the case may be. Both sealed envelopes should be kept in 3<sup>rd</sup> sealed Envelope super scribing "Tender for providing Manpower Service to DRDA, Balasore under Rural Housing".

5. Self attested photo copies of the following certificates must be enclosed along with the Technical Bid, failing which their bids shall be rejected and will not be considered in the competition. (a) Registration Certificate of the applicant's organization (b) Copy of PAN Card/GIR Card (c) Copy of IT return filed for the last three financial years (d) Copies of EPF and ESI Certificate (e) Copy of GST Registration Certificate (f) Certified extracts of Bank Account containing transactions during last three year (g) Financial turnover of manpower HRSPA of last 3 years along with Audit report signed by CA Firm (h) The attached tender documents should be filled up clearly and necessary documents should be attached (i) Experience certificate of providing manpower services to DRDA, Balasore/ Any Govt. Department (j) All the tender documents should be clearly filled in and attached with necessary documents. The conditional Bid shall not be considered and will be rejected in very first instance.

6. All entries in the tender form should be legible and filled clearly. No overwriting or cutting is permitted in the financial Bid form. In such cases, finally the entries mentioned in word form will be accepted. However, the cutting, if any in Technical Bid application must be initialed by the person authorized to sign the tender Bids.

7. During sponsoring of candidates under this contract, Preference should be given those who are working currently under UNDP in rural housing Project in DRDA and Blocks.

8. The Technical Bids & Financial Bids shall be opened on 30.10.2021 at 11.00 AM in the Office Chamber of PD, DRDA, Balasore in presence of the bidder(s) or their authorized representative(s). Accordingly, the bidders(s) are required to remain present in person or through their representative(s) during opening of tender documents. The Financial Bids of those bidders, who will qualify in the Technical Bids, will be opened at 04.00 PM of the same day (30.10.2021). If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened in the next working day at the same time and venue, for which no intimation to any one is required. However, if the date will be deferred beyond next working day, the same will be intimated to all Bids in the given Mobile Numbers on the Envelopes.

9. The Tender Committee has all rights on selection of Human Resources to be sponsored and their place of engagement.

The undersigned reserves all rights to accept or cancel all or any tender without assigning any reason thereof.

Sd/-

Collector, Balasore

**Memo No. 45664/DRDA (RH)**

**Dated the 16.10, October, 2021**

Copy to the DIPRO, Balasore, for information and necessary action. He is requested to publish the above advertisement in single space and small letter in two widely circulated Odia news paper limiting the advertisement cost to Rs.10,000/-(Rupees Ten Thousand) only.

**Sd/-**

**Collector, Balasore**

**Memo No. 45664/DRDA (RH)**

**Dated the 16.10, October, 2021**

Copy to the A.D.M., Balasore, Div/ Municipal Commissioner, Balasore, RMC / EE, R&B Division, Balasore, EE, RWD, Balasore, EE, Irrigation, Balasore, EE, MI Divn., Balasore, Sub-Collector, Sadar/Nilgiri Balasore, PA, ITDA, Balasore, All Block Development Officers/ All Tehsildars of the District/ DI & PRO, Balasore / PM, RIC, GM, DIC, Balasore/ Executive Officer, Balasore Municipalities for information and with a request to display this Tender Call Notice in their respective office Notice Board for wide response.

**Sd/-**

**Collector, Balasore**

**Memo No. 45664/DRDA (RH)**

**Dated the 16.10, October, 2021**

Copy along with soft copy of advertisement to DIO, NIC, Balasore for information & necessary action. He is requested to upload the documents in Balasore District Official Website ""[baleswar.nic.in](http://baleswar.nic.in)"" for wide publication.

**Sd/-**

**Collector, Balasore**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The District Rural Development Agency, Balasore, requires the services of reputed, well established and financially sound Human Resource Service Provider Agency (HRSPA) to provide services of one DPC, one DPE & one CCE to be engaged in DRDA, Balasore and 12 number of BPC @ one per block, 12 number of BPA @ one per block on contract basis for day to day official work under Rural Housing Scheme.
2. The contract of providing the aforementioned manpower is likely to commence w.e.f. dt.01.11.2021 and would continue till 31.03.2022. The period of the contract may be further extended beyond 31.03.2022 provided that the requirement of the DRDA, Balasore for manpower persists at that time or may be curtailed/terminated before the given date owing to deficiency in service or substandard quality of manpower deployed by the selected Human Resource Service Provider Agency (HRSPA) or because of non-requirement in DRDA, Balasore. However, the DRDA, Balasore reserves the right to terminate this initial contract at any time after giving one week notice to the selected Service Provider.
3. This DRDA, Balasore has tentative requirement for 01 number of DPC, 01 number of DPE, 01 number of CCE to be engaged in DRDA, Balasore and 12 number of BPC @ one per block, 12 number of BPA @ one per block on contract basis for day to day official work under Rural Housing Scheme. The requirements may increase in any/all the categories, as per time to time guidelines/ instructions received from Government.
4. The estimated cost of the contract i.e. remuneration of Human Resources is Rs.4,24,750/-only per month. The Human Resources will be paid 3% annual increment with effect from 01.01.2022. The estimate has been arrived basing on the monthly remuneration as per person fixed by the Government in PR&DW Deptt. vide their letter No.16965 dt.01.10.2021 (**copy enclosed at Annexure- I**).

Sino	Designation	No	Monthly remuneration	Total Monthly	Remarks
1	DPC	1	26250	26250	DRDA Level
2	DPE	1	10500	10500	
3	CCE	1	10000	10000	
4	BPC	12	21000	252000	Block level
5	BPA	12	10500	126000	
<b>Total</b>		<b>27</b>		<b>Rs.424750.00</b>	

5. The tender document can be downloaded from the Balasore District Official website "[baleswar.nic.in](http://baleswar.nic.in)" w.e.f. 16.10.2021 (05.00 PM) to 29.10.2021 (05.00 PM).

6. The interested Human Resource Service Provider Agency (HRSPA) shall deposit the cost of Bid Document of **Rs.10,000/-** compulsorily towards tender paper cost, in shape of Demand Draft issued from any Nationalized/ Scheduled Bank in favour of Project Director, DRDA, Balasore to be drawn at Balasore with other requisite documents by 29.10.2021 up to 5.00 PM at the District Rural Development Agency, Balasore, failing which the Bids shall be rejected outrightly.
7. The various crucial dates relating to "Tender for providing Human Resource Service Provider Agency (HRSPA) to the District Rural Development Agency, Balasore" is cited as under:
- (a) Date and time of receipt of the Tender documents by only speed post/ Registered post at the DRDA, Balasore: on or before 29.10.2021 (05.00 PM). Receipt of tender documents in DRDA, Balasore after due date and time for any reason including postal delay, the DRDA will not at all responsible for the same, and such bid will not be considered for opening. ***In case the last date of receipt of tender documents will fall on holiday or closed due to any reason, then it will be allowed to receive the tender documents on the next working day with same timing.***
- (b) Date and time for opening of:
- |  |   |                       |
|--|---|-----------------------|
| (i) Technical Bid                        | : | 30.10.2021 (11.00 AM) |
| (ii) Financial Bids of eligible Tenders: | : | 30.10.2021 (4.00 PM)  |
- (If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened in the next working day at the same time and venue.)***
- (c) Likely date for commencement of  
Deployment of required manpower : 01.11.2021
8. The tender has been invited under two bid system i.e. Technical Bid & Financial Bid. The interested agencies/HRSPA are advised to submit two separate sealed envelopes super scribing "Technical Bid" for Human Resource Service Provider Agency (HRSPA) to District Rural Development Agency, Balasore & "Financial Bid" for providing Human Resource Service Provider Agency (HRSPA) to District Rural Development Agency, Balasore. Both the sealed envelopes should be kept in a third sealed A4 sized envelope super scribing "Tender for Providing Human Resource Service Provider Agency to District Rural Development Agency, Balasore".

9. The bidder shall submit & execute a "BID security declaration in lieu of BID security (EMD) with stipulation that, if he or she withdrawn or modifies his/her BID during period of validity etc he or she will be suspended for the time specified in the tender documents as per finance department letter no. 8943/F Dt.08.03.2021 of Government of Odisha.
10. The successful bidder will have to deposit a performance Security in the form of Bank Guarantees/ TDR from any Nationalized Bank duly pledged in favour of Project Director, District Rural Development Agency, Balasore equal to the remuneration of HRs for three months. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tender.
11. The tendering Manpower Service Providers are required to enclose the photocopies of the following documents (duly attested by a Group "A" Gazetted Officers of the State Government/ Central Government), along with the 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) Copy of valid PAN Card/GIR Card.
  - (c) Paper related to yearly turnover duly issued/certified by the Chartered Accountant along with Audit Report for the FY-2017-18, 2018-19 & 2019-20. Also 2020-21 if already filed (not mandatory).
  - (d) EPF Registration and copy of deposit of up to date EPF challan.
  - (e) ESI Registration and copy of deposit of up to date ESI challan
  - (f) Valid GST Certificates/Registration Certificates with GST No.
  - (g) Certified extracts of Bank Account containing transactions during last three year.
  - (h) Other documents required as per the relevant clauses of the Tender and special condition, if any.
12. The Conditional bids shall not be considered and will be rejected in very first instance.
13. All the entries in the 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. If such cases found, the tender shall be summarily rejected. But in case of those Bids, signature of an authorized person in the technical Bid application must be taken into consideration.

14. The Technical Bids shall be opened on the scheduled date, time & venue at **11.00 AM on 30.10.2021 in the Office Chamber of Project Director, District Rural Development Agency, Balasore** in the presence of the bidder or their representatives, if any, who wish to be present on the spot at that time.
15. The Financial Bid of only those tenders will be opened whose Technical Bids are found in order in all respect. The Financial bids shall be opened at **04.00 PM on 30.10.2021 in the office room of Project Director, District Rural Development Agency, Balasore** in the presence of the bidders/ or their representatives, if any, who wish to be present on the spot at that time.
16. The authority reserves the rights to reject any or all the Tenders without assigning any reason thereof.
17. The Defaulter and Blacklisted contractors are debarred from participation in this tender process. Accordingly, if any Firm/Agency has been blacklisted earlier and participated in this tender process, the tender of such Firm(s) will not be considered by the Tender Committee.

Sd/-

**Collector,  
Balasore**

**TECHNICAL REQUIRMENTS FOR THE TENDERING HUMAN RESOURCE SERVICE  
PROVIDER AGENCY (HRSPA)**

The tendering Human Resource Service Provider Agency (HRSPA) 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 DRDA, Balasore.
- (b) The Bidder/HRSPA should be registered with the appropriate registration authority.
- (c) The Bidder/HRSPA should have at least two/ three years of experience in providing manpower to Government Departments/ Public Sector Companies / Banks, etc.
- (d) The Bidder/HRSPA should have their own Bank Account.
- (e) The Bidder/HRSPA must be registered with income Tax and Service Tax Department.
- (f) The Bidder/HRSPA must be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance etc.
- (g) The Bidder/HRSPA should have any other regulatory clearance (to be specified by the user DRDA, Balasore) that may be required for providing manpower services.
- (h) The Minimum annual turn-over of the Bidder/HRSPA shall have at least Rs.1.00 Crore (Rupees One Crore) or above.
- (i) The Bidder/HRSPA must have executed contracts of similar type during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

Sd/-

**Collector, Balasore**

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE  
SUCCESSFUL HUMAN RESOURCE SERVICE PROVIDER AGENCY (HRSPA) IN THE  
DISTRICT RURAL DEVELOPMENT AGENCY, BALASORE**

1. The candidate should be above 18 years of age and not exceeding 48 years.
2. The Minimum Educational Qualification for DPC will be University Degree with PGDCA and Tally, DPE will be Intermediate with at least 6 month DCA course, CCE will be must have passed Intermediate examination, BPC will be Graduation in any discipline with computer knowledge, BPA will be Intermediate in any discipline with computer knowledge.
3. The candidate shall be well conversant in computers and essentially well trained in MS Office, MS Excel and Internet. He / She should also be proficient in other standard packages & applications.
4. The candidate shall have working knowledge of English, Hindi and Odia.
5. Preference should be given to those Candidates, who are working currently under UNDP in Rural Housing Project.

Sd/-

**Collector,  
Balasore**

**APPLICATION – TECHNICAL BID**

**For providing Human Resource Service Provider Agency (HRSPA) to District  
Rural Development Agency, Balasore**

1. Name of Tendering Human Resource Service Provider Agency (HRSPA):

\_\_\_\_\_

2. Details of Non-refundable Tender Paper Cost Deposit:  
DD No. \_\_\_\_\_ Date \_\_\_\_\_ of Rs. \_\_\_\_\_/-  
drawn on Bank \_\_\_\_\_

3. Name of the Proprietor / Partner / Director :

\_\_\_\_\_

4. Full Address of Registered Office :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. (Mob) :

Office Contact No. :

FAX No. :

E-mail Address :

5. Full Address of Operating / Branch Office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. (Mob) :

Office Contact No. :

FAX No. :

E-mail Address :

6. Name & Telephone No. of Authorized Officer/Person to liaise with Field  
Officer(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Banker of Human Resource Service Provider Agency (HRSPA) (Attach certified Copy of statement of A/c for the last Three years):

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8. PAN/ GIR No. (Attach Attested Copy):

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9. Service Tax Registration No. (Attach Attested Copy):

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10. E.P.F. Registration No. (Attach Attested Copy):

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11. E.S.I. Registration No. (Attach Attested Copy):

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12. Financial Turnover of the tendering Human Resource Service Provider Agency (HRSPA) for the last three Financial Years :

Financial Year	Amount ( in Lakhs)	Remarks, if any

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient):

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14. Give details of the major similar contracts handled by the tendering Human Resource Service Provider Agency (HRSPA) 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 the Client, address, Telephone & Fax No.	HRSPA		Amount of contract (₹ in lakhs)	Duration of Contract	
		Type of manpower provided	No(s).		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/ 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 & conditions of the tender and  
undertake to abide by them;
3. The information / documents furnished along with the above application/tender 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

( TO BE SUBMITTED IN SECOND ENVELOPE )

(For Providing Manpower Assistance in Rural Housing to the District Rural Development Agency, Balasore.)

1. Name of Tendering Human Resource Service Provider Agency (HRSPA):  
\_\_\_\_\_
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						Total per person
		*Take home Monthly remuneration	EPF	ESI	Other Statutory dues, if any	Service Charge	Service Tax	
1	DPC							
2	DPE							
3	CCE							
4	BPC							
5	BPA							

**\*(1)The take home remuneration for DPC post shall be Rs.26,250/- per month, BPC post shall be Rs.21,000/- per month, CCE post shall be Rs.10,000/- per month, DPE & BPA post shall be Rs.10,500/- per month. (2)The above take home remuneration amount indicated for each post are included of EPF/ESI contribution of employee's share.**

Signature of Authorised Person

Date:

Full Name:

Place:

Seal :

**Notes:**

1. The total 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.

## TERMS & CONDITIONS

1. The Agreement shall commence from 01.11.2021 and shall continue till 31.03.2022 unless it is curtailed or deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 31.03.2022 unless extended further by the mutual consent of the Human Resource Service Provider Agency (**HRSPA**) and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modification, for a further specific period mutually agreed upon by the Human Resource Service Provider Agency (**HRSPA**) and the Authority.
4. The Human Resource Service Provider Agency (**HRSPA**) 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 DRDA, Balasore at present, has tentative requirement of 1 number of DPC, 01 number of DPE, 01 number of CCE, 12 number of BPC, 12 number of BPA on urgent basis. The requirement of the DRDA, Balasore may further increase or decrease marginally, during the period of initial contract also and the Human Resource Service Provider Agency (**HRSPA**) would have to provide additional Manpower Service, if required on the same terms and conditions.
6. The Human Resource Service Provider Agency (**HRSPA**) will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case, any of such documents furnished by it is found to be 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.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Human Resource Service Provider Agency (**HRSPA**).
8. The person deployed shall be required to report for work at 10.00 AM to the Project Director, DRDA 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 PM for which he would be paid the requisite remuneration on monthly basis. The HR may also be required to work beyond 5.30 PM for which he/ she would not be paid any extra remuneration. In case, the person deployed remains absent without any information

- or comes late/ leaves early the office on three occasions, proportionate deduction from the remuneration for one day will be made.
9. The Human Resource Service Provider Agency (**HRSPA**) shall nominate a coordinator who shall be responsible for immediate interaction with the Authorized Officer of DRDA Balasore/ Blocks so that optimal services of the persons deployed could be availed without any disruption.
  10. The entire financial liability in respect of manpower service to be deployed in DRDA Balasore/ Blocks shall be that of the Human Resource Service Provider Agency (**HRSPA**) and the DRDA Balasore/ Blocks will in no way be liable. It will be the responsibility of the Human Resource Service Provider Agency (**HRSPA**) 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 DRDA Balasore/ Blocks. If at any point of time it is found that the agency is paying to the candidate less remuneration, the agreement shall be terminated and security deposits shall be forfeited.
  11. The payment of remuneration to the manpower has to be done through bank account only. No cash payment can be made to them.
  12. For all intents and purposes, the Human Resource Service Provider Agency (**HRSPA**) shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the manpower Service shall not have any claim whatsoever like employer and employee relationship against the DRDA Balasore/ Blocks.
  13. The Human Resource Service Provider Agency (**HRSPA**) shall be solely responsible for Redressal of grievances or resolution of disputes relating to person deployed. The DRDA Balasore/ Blocks 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 Human Resource Service Provider Agency (**HRSPA**) the deployed person can place their grievance before a Joint Committee consisting of a representative of DRDA Balasore/ Blocks and an Authorized representative of the Manpower Service provider.
  14. The DRDA Balasore shall not be responsible for any financial loss or any injury to any person deployed by the Human Resource Service Provider Agency

**(HRSPA)** in the course of their performing the functions/ duties, or for payment towards any compensation.

15. The persons deployed by the Human Resource Service Provider Agency **(HRSPA)** 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.
16. In case of termination of this Agreement in its expiry or otherwise, the persons deployed by the Human Resource Service Provider Agency **(HRSPA)** 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 Human Resource Service Provider Agency **(HRSPA)**.
18. The Human Resource Service Provider Agency **(HRSPA)** 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 Human Resource Service Provider Agency **(HRSPA)** 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.
19. The Human Resource Service Provider Agency **(HRSPA)** 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 Human Resource Service Provider Agency **(HRSPA)**. The Human Resource Service Provider Agency **(HRSPA)** shall be responsible for contribution towards Provident Fund and Employees state insurance, wherever applicable.
20. The Person deployed by the Human Resource Service Provider Agency **(HRSPA)** 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 works and their actions should promote good will and enhance the

image of DRDA Balasore/ Blocks. The Human Resource Service Provider Agency (**HRSPA**) shall be responsible for any act of indiscipline on the part of the person deployed.

### **LEGAL**

22. 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 an oath of confidentiality and breach of this condition shall make the Human Resource Service Provider Agency (**HRSPA**) as well as the person deployed liable for penal action under applicable laws, besides, action for breach of contract.
23. The Human Resource Service Provider Agency (**HRSPA**) 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 in DRDA Balasore/ Blocks and shall have no liability in this regard.
24. The Human Resource Service Provider Agency (**HRSPA**) shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the DRDA Balasore/ All 12 Blocks with the tax collection authorities, from time to time, as per the rules and regulations in the matter. Self attested photo copies of such documents shall be furnished to DRDA Balasore/ 12 Blocks as the case may be.
25. The Human Resource Service Provider Agency (**HRSPA**) shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the DRDA/ 12 Blocks of Balasore district or any other authority under Law.
26. In case, the Manpower Human Resource Service Provider Agency (**HRSPA**) fails to comply with any liability under appropriate Law, and as a result thereof, the DRDA Balasore/ 12 Blocks of Balasore District will be entailed to get itself reimbursed out the outstanding bills or the performance Security Deposit of the Human Resource Service Provider Agency (**HRSPA**), to the extent to the loss or obligation in monetary terms.
27. Agreement is liable to 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 DRDA Balasore/ 12 Blocks of Balasore District will have no liability towards non-payment of remuneration to the person employed by the Human Resource Service Provider Agency(**HRSPA**) and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DRDA Balasore/ 12 Blocks of Balasore District, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

### **FINANCIAL**

28. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within 30 days from the date of placing the order the claim of the Agency shall be cancelled without giving any further notice and the contract shall be assigned to next successful bidder.
29. The successful tenderer will have to deposit a performance security amount of Rupees equal to the remuneration of all HRs so supplied pertaining to 03 months in the form of Bank Guarantee/ TDR duly pledged in the name of Project Director, District Rural Development Agency Balasore. In case the, the contract is further extended beyond initial period, the FDR will have to be accordingly renewed by the successful tendered.
30. In case of breach of any terms and condition attached to this agreement, the performance Security Deposit of the Human Resource Service Provider Agency (**HRSPA**) shall be liable to be forfeited besides annulment of the Agreement.
31. The Human Resource Service Provider Agency (**HRSPA**) shall raised the bill, in triplicate, along with attendance sheet duly verified by DRDA, Balasore/ 12 Blocks of Balasore District 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 within the succeeding month.
32. The claim in bills regarding Employees State Insurance, Provident fund, and Service Tax etc. should be necessarily accompanies 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 DRDA, Balasore / 12 Blocks of Balasore District.

3. 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 Human Resource Service Provider Agency (**HRSPA**) shall be deducted from its monthly bills in the succeeding month.
34. 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.
35. 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 decision and the same shall be binding on all parties.
36. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority is located, who has executed the agreement.
37. The successful bidder will enter into an agreement with DRDA, Balasore for supply of suitable and qualified manpower as per requirement of DRDA Balasore on the above terms and conditions.

Sd/-

Collector, Balasore

## **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 the GST registration certificate ;
7. Attested copy of the P.F. registration letter / certificate ;
8. Attested copy of the E.S.I. registration letter / certificate ;
9. Certified document in support of the Financial turnover of the agency ;
10. Certified document in support of entries in column 13 of Technical Bid application;