



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly owned Government of Karnataka Undertaking)

BESCOM/ GM(A&HR)/BC-50/2505/2016-17 - *CyS-44*
Encl: As per the order

Corporate Office
K.R. Circle
Bengaluru - 560 001
Date:

To,

M/s Karnataka State Electronics
Development Corporation Ltd,
#2nd floor, TTMC 'A' Block,
BMTC, Shantinagar, K.H.Road,
Bangalore – 5600027

09 MAR 2017

CONTRACT ORDER
No.2611

Dear Sir,

Sub: Providing Manpower services to BESCOM.

Ref:1) Your letter No: KSED/HR3/BESCOM/2016-17, dated: 21/12/2016.

2) MD BESCOM approved note dated:

BESCOM is pleased to place contract order on M/s Karnataka State Electronics Development Corporation Ltd for providing following manpower services for Rs.6,62,36,808/- (Rupees Six crore Sixty two lakh thirty six thousand Eight hundred and eight only) on contract basis to the various offices of BESCOM (as per Schedule – C) as specified in the Price Schedule 'A'. The terms and conditions for supply of manpower set out in schedule 'B'.

Sl No.	Name of the manpower	Numbers	Period
1	Project Engineers	36	From 01.02.2017 to 30.05.2017
2	Personal Secretaries	07	From 01.02.2017 to 30.09.2017
3	Project Executive	76	From 01.02.2017 to 30.09.2017
4	Project Assistants (DEO)	202	From 01.02.2017 to 30.09.2017
5	Office Attenders	113	From 01.02.2017 to 30.09.2017
	TOTAL	434	

Following will form the integral part of this contract order:

- 1) Schedule 'A' – Price Schedule.
- 2) Schedule 'B' – Schedule of terms and conditions of contract.
- 3) Schedule 'C'- Office wise details for providing manpower to BESCOM and paying authorities.

Please return the enclosed "Acknowledgement and Acceptance" form of this contract order, duly signed within 7days from the date of receipt of this contract order

Yours faithfully,

I/c General Manager (A&HR)
BESCOM, Corporate office

Copy to:-

- 1) All the Chief General Managers, Corporate Office, BESCO.
- 2) All the Chief Engineers(Ele),/Controller of Accounts O&M Zones, BESCO.
- 3) All the General Managers, Corporate Office, BESCO.
- 4) All the Superintending Engineers(Ele),Deputy Controller of Accounts O&M Zones, BESCO.
- 5) All the Deputy General Managers, Corporate Office, BESCO.
- 6) SP Vigilance, BESCO, Bangalore.
- 7) All the Executive Engineers(Ele), /Accounts Officers O&M Divisions/Store, BESCO.
- 8) PS to MD/DT/DF/CS.
- 9) Assistant General Manager(E&S), Corporate Office, BESCO.
- 10) DGM(P)/MF.

SCHEDULE-A
PRICE SCHEDULE

For providing following manpower services on contract basis from 01.02.17 to 30.09.17 to the various offices of BESCO is as under

Gross Amount payable to KEONICS

Sl No	Name of the Manpower	Nos	Minimum Wages	EPF @13.36%	ESI @ 4.75 %	Service Charges @10%	Service Tax @15%	Total Amount	Grand Total
1	Project/Graduate Engineers (4months)	36	17000	2004.00	808	1981	3269	25062	3608928
2	Personal Secretaries	7	16000	2004.00	760	1876	3096	23736	1329216
3	Project/Graduate Assistants	76	14500	1937	689	1713	2826	21665	13172320
4	Project/Office Assistants (DEO)	202	13500	1804	641	1594	2631	20170	32594720
5	Office Attenders	113	11500	1536	546	1358	2241	17181	15531624
	Total	434							66236808

Payment Details to Employee(Break Up of Wages)

Sl No	Name of the Manpower	Qty	Minimum Wages	EPF Employee Contribution @ 12% limited upto Rs 15000/-	ESI Employee Contribution @ 1.75%	Professional Tax	Take Home Salary
1	2	3	4	5	6	7	8=(4-5+6+7)
1	Project/Graduate Engineers	36	17000	1800	298	200	14702
2	Personal Secretaries	7	16000	1800	280	200	13720
3	Project/Graduate Assistants	76	14500	1740	254	0	12506
4	Project/Office Assistants	202	13500	1620	236	0	11644
5	Office Attenders	113	11500	1380	201	0	9919
	Total	434					

- a) The prices are **FIRM** and inclusive of all taxes and duties etc. and the KEONICS shall not be entitled for any other charges.
- b) The payment shall be restricted to the no. of manpower availed during that particular month as certified by the concerned various officers of BESCO.
- c) Details of manpower to be deployed at various offices of BESCO jurisdiction and paying authority is herewith enclosed – Schedule– C.
- d) KEONICS shall provide two pairs of white suiting uniform to office attenders
- e) Applicable Income Tax shall be deducted at source.
- f) Any change in the local and Government taxes would be effective from the respective dates as mentioned in the relevant circular/order.



I/c General Manager (A&HR)
BESCO

SCHEDULE - B**TERMS AND CONDITIONS OF CONTRACT****1.0 Scope of the work:**

The KEONICS should provide following manpower services on contract basis to the various offices of BESCOM as per Schedule – C in the interest of BESCOM services. This contract order and your acceptance constitute the contract.

2.0 Contract period:

SI No.	Name of the manpower	Numbers	Period
1	Project Engineers	36	From 01.02.2017 to 30.05.2017
2	Personal Secretaries	07	From 01.02.2017 to 30.09.2017
3	Project Executive	76	From 01.02.2017 to 30.09.2017
4	Project Assistants (DEO)	202	From 01.02.2017 to 30.09.2017
5	Office Attenders	113	From 01.02.2017 to 30.09.2017
	TOTAL	434	

3.0 The above manpower should discharge the duties as per the instructions of the concerned section heads. The contract period will be extendable based on the satisfactory service and extension of 4G exemption.

4.0 Minimum Qualifications and knowledge of required manpower is as follows:

SI No	Name of the Manpower	Minimum Qualification required
1.	Project Engineers	Engineering Degree (Electrical)/ (E&E/E&C/C&S/IS/IT) with Kannada and English computer knowledge and should have minimum two years and above experience in any of the reputed organization.
2.	Personal Secretaries	Diploma in secretarial practice or proficiency in stenography both in Kannada and English should have speaking & writing fluency in Kannada language and should have minimum one year experience in any of the reputed organization.
3.	Project Executive	Any degree/Diploma or equivalent with Kannada and English computer knowledge with Experience two years and above in any of the reputed organization.
4.	Project Assistants (DEO)	SSLC/PUC with computer knowledge with experience two years and above in any one of the reputed organization.
5.	Office Attenders	VIIIth Standard Pass and able to read and write in Kannada.
6.		<ul style="list-style-type: none"> i) They shall be able to work after office hours. ii) Speaking, reading and writing in Kannada is must. iii) Should be within the age group of 18 to 45 years.

5.0 KEONICS shall ensure satisfactory standards by his staff posted to BESCO, if any loss caused due to negligence, in duties undesirable act misbehavior and carelessness of its employees shall be borne by the KEONICS itself. In case If the services are not up to the mark, manpower have to be replaced at the request of local officers by the KEONICS.

6.0 KEONICS shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor and shall inspect from time to time and ensure satisfactory performance of the employees provided.

7.0 KEONICS shall ensure that the salary paid should not be lesser than as per prevailing "Minimum Wages Act 1948".

8.0 Payment:

- a) Payment will be arranged centrally at Corporate office at AGM (E&S) section.
- b) KEONICS shall submit the bill in triplicate to the AGM (E&S) along with the Certified copy of the Attendance extract both by KEONICS and the concerned head of the Office and copy of the previous month EPF/ESI/ST paid challans.
- c) The bill should be certified by the concerned head of the Section and counter signed by the concerned CGM/CE/GM/SE/DGM/EE, BESCO for providing the satisfactory services from KEONICS.
- d) Before making payment, the AGM (E&S) should ensure by verifying the documents that the KEONICS has paid the EPF/ESI/PT of each employee and service tax and payment should be arranged on or before 5th of each succeeding month, through Account Payee Cheque/RTGS only.
- e) It is mandatory that, the KEONICS shall make the payment to its employees within 5th of every month irrespective of payment received from BESCO.
- f) The KEONICS should issue the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.

9.0 The KEONICS shall pay EPF, ESI, Service tax, of its employees directly to the respective Government/Central Government authorities. For the employees lists furnished by the contract KEONICS. 12% of the engaged manpower share and

13.36% of the employer share towards EPF and 1.75% of the engaged manpower share and 4.75% of the employer share towards ESI amount be paid directly by KEONICS using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by KEONICS. Remittance of such amount is wholly the responsibility of the KEONICS.

10.0 A laminated latest photograph with details of Name, EPF & ESI Account numbers, designation, date of appointment, any other details etc to the provided manpower by the KEONICS and should be strictly worn by the employees during office hours.

11.0 The KEONICS must issue ESI/EPF card to the engaged manpower.

12.0 All benefits as per the Acts noted below shall be provided to the employees by the KEONICS only.

- a) Minimum Wages Act, 1948.
- b) Payment of Wages Act, 1936.
- c) Contract Labour (Regulation and Abolition) Act, 1970.
- d) Employees PF and Miscellaneous Provision Act, 1952.
- e) Employees State Insurance Act, 1948.
- f) Workmen's Compensation Act
- g) And related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract KEONICS itself.

13.0 The KEONICS shall submit the monthly bill in triplicate with authenticate seal and signature for payment.

14.0 The KEONICS shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

- a. Monthly Attendance Register jointly signed by KEONICS and section/office head of BESCOM.
- b. Attested copy of challan consisting details of EPF /ESI and Service Tax paid during previous month to the respective Govt/Central authorities along with the Employees details.
- c. Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7.
- d. Copy of format 3A and 6A (For annual EPF paid) and format 6 (For half yearly ESI paid).
- e. Copy of Service Tax paid in the format ST-3 and TR-6.

- f. Each year during the month of December, Rs 3/-from each manpower has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract KEONICS Side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd, Floor, J.C Road, Bengaluru-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

15.0 Penalty:

15.1 The KEONICS shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5th of every month, failing which penalty of Rs.500/- per day will be imposed. and the contract shall liable to be terminated. BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the agency.

15.2 In case the KEONICS fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the contract order and fails to produce the concerned documents, it shall be treated as breach of the Contract and the KEONICS is liable to be blacklisted by the BESCOM, in addition to forfeiting of the monthly bills.

15.3 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of KEONICS failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on prorata basis from the bills.

16.0 Agreement:-

The KEONICS shall furnish an Agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of contract order. The KEONICS shall also furnish the correct details of Employees name, EPF, ESI Account No.s, whenever the details sought for, failing which the order will be cancelled.

17.0 The manpower engaged by BESCOM will be the Employees of Contract KEONICS and at any cost they will not be considered as employees of BESCOM.

18.0 In case of any accidents, injuries etc to the engaged manpower, the KEONICS, shall payable compensation to the employee next kith and Kin by the contract KEONICS only and BESCOM is not responsible in any way.

- 19.0 KEONICS will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the KEONICS shall be responsible for penalties levied by the appropriate authority under the Act. The KEONICS shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.). Depositing of PF & ESI contribution as may be applicable is the responsibility of the KEONICS at his own expenses and shall not be reimbursed by the BESCO. Any default in compliance, the KEONICS shall be held responsible.
- 20.0 The BESCO shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the KEONICS. The BESCO shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The KEONICS shall not be entitled to any other allowances or benefits which are not included in the contract.
- 21.0 This contract is for a period as mentioned above, In case of any unsatisfactory situations BESCO has the right to cancel the order without giving any notice. Contract KEONICS and its employees has no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCO to others.
- 22.0 The KEONICS shall agree to BESCO regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCO permanent employees or officers nor shall cause any loss to BESCO property. For any such lapses the KEONICS is solely held responsible.
- 23.0 Staffs provided by Contract KEONICS are not entitled for any permanency benefit in BESCO.
- 24.0 Security Deposit:**
KEONICS shall furnish an affidavit to stand as security for the performance of the personnel deployed by them to BESCO within two weeks from the date of the contract order.
- 25.0 The KEONICS shall agree to BESCO regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCO permanent employees or officers nor shall cause any loss to BESCO property. For any such lapses the Tenderer is solely held responsible.

26.0 Dispute:-

Any dispute or difference arising under or in connection with the contract the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred to the General Manager (A&HR), Corporate Office, BESCOM, K.R.Circle, Bengaluru.

AND

In case of any dispute between the KEONICS and the engaged manpower it has to be resolved by themselves without involving BESCOM as party to the proceeding.

27.0 Termination of Contract:

The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds-

- a. The services to be found unsatisfactory.
- b. Breach of any terms of the contract.
- c. If the Service Provider fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
- d. If the Service Provider fails to remit the ESI & EPF amount of its employees to the concerned authority.
- e. If the Service Provider fails to make payment to Manpower within the time specified above.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.



**I/cGeneral Manager, (A&HR)
BESCOM**



Bangalore Electricity Supply Company Limited

Outsourced Manpower to various offices of BESCOM

Annexure-C

Sl No	Name of the office	Project Engineers	Project Executives	Project Assistants (DEO)	Personal Secretary	Office Attenders	Total
1	Director Finance	1	0	1	0	2	4
2	Company Secretary	1	0	2	1	1	5
3	Nominated Directors	0	0	0	0	1	1
4	CGM (CA)/DGM-1,2,3,RTI/CIVIL/HC	0	2	6	0	8	16
5	CGM (OP)/DGM-1,3/ALDC	6	0	4	0	3	13
6	CGM (F &C)/AGM-Pension/appeals	0	0	3	0	3	6
7	CGM (I & A)	0	27	31	1	1	60
8	CGM (Project)/NJY	0	0	3	0	4	7
9	GM (A&HR)/DGM-Enq,Admn,HRD,Legal	1	0	7	1	6	15
10	GM (A & RT)	0	0	1	0	2	3
11	GM (Rev)	0	0	2	0	1	3
12	GM (M & Comml)	2	1	0	0	1	4
13	GM (M & Comml)Energy Audit Cell	0	0	1	0	1	2
14	GM (PP)	0	0	4	1	1	6
15	GM (Procurement)/AGM-1,2,3/PS to DT/MD/Energy Reforms/Monitoring cell	0	0	5	1	5	11
16	GM (DAS)	0	1	4	0	3	8
17	GM (DSM)	1	2	1	0	3	7
18	GM (ICT & MIS)	0	0	1	0	3	4
19	GM (CR)	0	0	1	0	6	7
20	GM (F&R) /PS to Energy Minister office	0	0	2	0	3	5
21	GM (Q &SS)	0	0	3	1	2	6

Sl No	Name of the office	Project Engineers	Project Executives	Project Assistants (DEO)	Personal Secretary	Office Attenders	Total
22	SP (Vigilance)	0	0	11	0	1	12
23	TIC	0	0	0	0	1	1
24	AGM (E &S)/Despatch	0	0	2	0	5	7
25	AGM (OPC)	0	0	4	0	1	5
26	TA to DT Energy Dept	0	0	0	0	1	1
27	OSD to MD (DGM-P)/AGM-P2	0	0	1	0	2	3
28	TA to MD	0	0	0	0	1	1
	CORPORATE OFFICE TOTAL	12	33	100	6	72	223
29	Central Stores	0	0	4	0	2	6
30	CE BMAZ/MT Division	3	0	11	0	2	16
31	SE South Circle	0	0	4	0	2	6
32	Jayanagara Division	1	0	0	0	0	1
33	EE Kormangala Division	0	0	0	0	1	1
34	SE North Circle	1	0	1	0	3	5
35	Malleswaram Division	0	0	0	0	1	1
36	SE West Circle	0	0	1	0	1	2
37	Rajajinagar Division	0	1	3	0	1	5
38	Rajarajeswarinagar Division	0	0	1	0	1	2
39	SE East Circle	0	0	2	0	2	4
40	Vidhana Soudha Division	0	0	6	0	2	8
41	Shivajinagar Division	0	0	0	0	1	1
42	CE BRAZ	2	2	4	0	3	11
43	SEE BRC	2	2	2	0	0	6
44	Hosakote Division	5	1	1	0	0	7
45	Ramanagar Circle	2	2	4	1	3	12

Sl No	Name of the office	Project Engineers	Project Executives	Project Assistants (DEO)	Personal Secretary	Office Attenders	Total
46	Kanakapura Division	3	4	1	0	4	12
47	Ramanagar Division	2	4	6	0	1	13
48	EE Chandapura Division	1	5	0	0	0	6
49	SE Kolar Circle	1	2	4	0	0	7
50	Kolar Division	0	6	14	0	1	21
51	KGF Division	1	1	12	0	0	14
52	Chinthamani Division	0	12	7	0	0	19
53	Chikkabalapur Division	0	0	6	0	0	6
54	CE,CTAZ	0	0	5	0	4	9
55	SE Tumkur Circle	0	1	0	0	2	3
56	Tiptur Division	0	0	0	0	2	2
57	Madhugiri division	0	0	1	0	0	1
58	SE Davangere Circle	0	0	1	0	0	1
59	Hiriyur Division	0	0	1	0	1	2
60	Harihar Division	0	0	0	0	1	1
OTHER OFFICE TOTAL		24	43	102	1	41	211
GRAND TOTAL		36	76	202	7	113	434

**I/c General Manager(A&HR)
BESCOM**