

**HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED***(A State Government Undertaking)*

Registered Office Vidyut Bhawan, HPSEBL, Shimla-171004 (H.P.)  
Number (CIN) U40109HP2009SGC031255  
GST HPSEBL 02 AACCH4894EHZB  
Telephone No. 0177-2657168  
Website address www.hpseb.com,  
Email : seit@hpseb.in

No.HPSEBL/CE(Comm)/DEO/Vol-IX/18-

983-1023

Dated:- 08/06/2018

To

M/s Him Productive Institute of Education,  
Thakur Niwas, Near Auckland Hotel,  
Lakkr Bazaar, Shimla-171001.

**Subject: Letter of Award to provide Data Entry Operators on outsourcing basis.**

Sir,

HPSEB Ltd. is pleased to continue the services of Eighty Eight (88) Data Entry Operators purely on outsourcing basis for the period of six months i.e. from 01.04.2018 to 30.09.2018 or till the joining of regular incumbents of Clerk/Junior Office Assistant (IT)/(Accounts) in the respective offices whichever is earlier. The complete list of offices along with number of Data Entry Operators to be deployed is attached as **Annexure-'A' & 'B'**.

The total contract value of the award shall be ₹44,41,008/- (Rs. Forty Four Lakh Forty One Thousand Eight only) inclusive of all taxes. The fixed monthly emoluments are ₹ 8,411/- per month per DEO inclusive of GST @ 18% (current rate), which may vary as per GOI policy from time to time.

**Terms and conditions:**

1. The DEOs so deputed shall be paid as per detail given in the **Table-1&2** below and payment will be released by HPSEBL submission of invoice.

**Table-1**

Basic Salary/Net Carry Home Salary Per DEO per Month (₹)	Employee EPF Deduction @12% (₹)	Employer Contribution towards (includes Employer EPF share, EDL Admin, Admin/ Inspection, EDLI Contribution (Total @13.36%) (₹)	Net Emoluments (including EPF) (₹)
1	2	3	4(1+2+3)
5265/-	632/-	703/-	6600/-

**Table-2**

No. of Data Entry Operators/period (months)	Net Emoluments (including EPF) (₹)	Agency charges @ 8% (₹)	Sub Total (₹)	GST @ 18% (₹)	Total cost to be paid by HPSEBL per DEO per month (₹)	Total Amount (₹)
1	2	3	4(2+3)	5	6(4+5)	7
88/6	6600/-	528/-	7128/-	1283/-	8,411/-	44,41,008/-

**(Rs. Forty Four Lakh Forty One Thousand Eight only)**

2. The above rates will be firm and final for the above mentioned period. However, if the Govt. of Himachal Pradesh revised the wages of Data Entry Operators on outsourced basis and HPSEBL further adopt these policies then the wages of Data Entry Operators will be revised accordingly.
3. The firm shall submit the bills of hiring charges of the DEOs within first five days of each subsequent month, to the respective:

- a) Electrical Division for the Electrical Sub-Division office mentioned in the **Annexure-'A'**. The concerned Division Office will process the invoices/bills and release the payment to firm. The respective DDO shall ensure release of payment on priority basis and the expenditure shall be charged to Block Head 75.613 (salaries/ wages of employees/ labour engaged through outsourcing (contractors).
- b) The respective office as mentioned in the **Annexure-'B'**. The concerned office will process the invoices/ bills and release the payment to firm. The respective DDO shall ensure release of payment on priority basis and the expenditure shall be charged to Block Head 75.613 (salaries/ wages of employees/ labour engaged through outsourcing (contractors).
4. The firm will ensure the release of salary to the DEOs by 7<sup>th</sup> of next every month as per the direction of GoHP. In case of any complaints in this regard, the respective offices, where these DEOs are deployed, shall take necessary action.
5. The firm have to provide the eligible statutory benefits such as EPF contribution etc. to outsourced manpower.
6. The Data Entry Operators deputed by the firm should have minimum educational qualification 10+2 in any stream plus minimum one year Diploma in Computer Application plus possess typing speed of at least 25 words per minute in Hindi and 30 words per minute in English on computer keyboard plus sufficient experience of data entry/handling of computers & its peripherals.
7. The firm will ensure that DEOs once deputed will continue to work for the entire contract period. No change/substitute will be allowed except on the grounds of misconduct or misbehavior noticed or on the approval of this office.
8. The Personnel so deputed will carry the identity card issued by your firm. He/She should conduct in a decent manner and your company shall be responsible for his/her good conducts, antecedents and liable for any intentional damage caused to the HPSEB Ltd. property by him/her.
9. The DEOs so deputed will not be considered the employees of HPSEBL and HPSEBL shall stand indemnified against any claim that the hired DEOs may opt to have by virtue of working on the project, for whatever period. HPSEBL also stands indemnified against any compensation arising out of accidental loss of life or injury sustained by the hired Personnel working on the HPSEBL project.
10. The firm will have to execute an agreement with the HPSEBL so as to abide by these terms and conditions, in letter and spirit, and in case of breach of any of these conditions, the firm will have to pay reasonable amount on account of compensation of loss sustained by the HPSEBL on this account.
11. The Data Entry Operators shall be allowed to avail Medical Leave and Maternity Leave as per policy adopted by HPSEBL vide Executive Director Office Order endorsement no. HPSEBL (Sectt.)12-3/(Outsourced Staff) Genl-16-60678-898 dated: 08.11.2016 and No.HPSEBL(Sectt)/R&E/Outsourcing Govt. Inst/2017-43482-702 dated 28.08.2017. Except these no other leave etc. is admissible to the DEOs deputed by the firm.
12. The Personnel, so provided by you, will be allowed for rest on Sundays/Second Saturdays/Gazetted holydays/local holydays (declared by the Administration) if the respective HPSEBL offices are closed on that day. The Personnel, so provided by you, may have to work on holidays/ Sundays depending on the exigency of work. However one weekly rest as admissible to the workers will be allowed. Payment for working on holidays, if any, will be made on pro-rata basis or will be given compensatory leave.
13. The hiring charges will be deducted from the bill of the firm proportionately for absence of any DEO from the job. The DEOs will not remain absent from the work without prior intimation/permission of Work Incharge.
14. The Personnel shall be allowed to work for the project duration provided his/her performance is of high quality. In case of non-performance, for whatever reasons, he/she shall be removed from the project and necessary replacements shall be provided by you after necessary approval from the Executive Director(Pers.) HPSEBL. The Personnel so deputed with HPSEBL on outsourcing basis shall be for HPSEBL project only and in no way shall be construed as employees of HPSEBL.
15. TA/DA shall be paid to the outsourced manpower as per the norms of HPSEB Ltd. for equivalent grade.

The block contains a handwritten signature and the number '876' written below it.

16. The DEOs so deputed will have no right to claim employment/regularization in the department at later stage merely on the ground that their services have been hired by this department.
17. Other terms and condition shall be as per Executive Director (Pesr.) Office Order No. 16/HPSBL(SECTT.)/HRD/2018- Dated 30.05.2018 having endorsement No.HPSEBL(SECTT.)/HRD/ 2-23(OS)/2018-21915-22095 dated 30.05.2018.

You are requested to sign an agreement with the Superintending Engineer (IT), HPSEB Ltd., Vidyut Bhawan, Shimla-171004 within a period of 30 days from the date of issue of this letter. The copy of draft agreement is attached with this LoA.

Please acknowledge the receipt of this letter and convey your acceptance of terms and conditions specified above.

Yours Sincerely,



(Er. Ram Prakash)  
Superintending Engineer (IT),  
HPSEB Ltd., Vidyut Bhawan,  
Shimla-171004.

DA: As Above

**Copy forwarded to the following:**

1. The Chief Engineer (Op), North/ Central/ South Zone, HPSEB Ltd., Dharamshala/ Mandi/ Shimla.
2. The Chief Engineer SO /MM/, HPSEB Ltd., Vidyut Bhawan, Shimla-171004.
3. The Chief Engineer, (System Planning) HPSEB Ltd., Dogra Lodge, Shimla.
4. The Executive Director (Personnel), HPSEB Ltd., Vidyut Bhawan, Shimla-4, w.r.t. Office Order No. 16/HPSBL(SECTT.)/HRD/2018- Dated 30.05.2018 and its endorsement No.HPSEBL(SECTT.)/HRD/ 2-23(OS)/2018-21915-22095 dated 30.05.2018.
5. The Chief Accounts Officer, HPSEB Ltd., Vidyut Bhawan, Shimla-4.
6. The Resident Audit Officer, HPSEBL, Shimla.
7. The Superintending Engineer, Operation Circle, HPSEB Ltd., Una/Kangra/Dalhousie/Bilaspur /Shimla/Nahan.
8. The Superintending Engineer, RGGVY, HPSEB Ltd., Shimla-171002.
9. The Sr. Executive Engineer, Electrical Division, HPSEB Ltd., Sundernagar.
10. The Deputy Secretary (HRD), HPSEB Ltd., Shimla-171004.
11. The Joint Secretary (Law), Vidyut Bhawan, Shimla-171004.
12. The Sr. Executive Engineer, Maintenance Division, HPSEB Ltd., Shimla-171004.
13. The Sr. Executive Engineer, M&T Division, HPSEB Ltd., Solan.
14. The Sr. Executive Engineer, Electrical Division, HPSEB Ltd., Baijnath/Dehra/Lambagaon/Shahpur /Nurpur/Jawali/Fatehpur/Amb/Shimla No. 2/ Paonta/ Kangra/ Dharamshala/ Palampur/ Dalhousie/ Chamba/ Una/ Gagret/ Sundernagar/Paonta with a request to direct the concerned Electrical Sub Divisions to depute respective DEOs for the work of Computerized Billing/ SAP-Billing activities.

DA: As Above



(Er. Ram Prakash)  
Superintending Engineer (IT),  
HPSEB Ltd., Vidyut Bhawan,  
Shimla-171004.

## Sub-Division Offices where Computerized Billing/SAP based Billing is Implemented

Sr. No.	Name of Office	Number of DEOs
1	Electrical Sub Division No. I, KANGRA	2
2	Electrical Sub Division No.II, KANGRA	1
3	Electrical Sub Division NAGROTA	1
4	Electrical Sub Division, RANITAL	1
5	Electrical Sub Division, No.I, Dharamshala	1
6	Electrical Sub Division, No.II, Dharamshala	1
7	Electrical Sub Division ,Sidhpur (YOL Town)	2
8	Electrical Sub Division, BAROH	1
9	Electrical Sub Division Nagrota Bagwan	2
10	Electrical Sub Division Mecleodganj	1
11	Electrical Sub Division No.I, PALAMPUR	1
12	Electrical Sub Division No.II PALAMPUR	1
13	Electrical Sub Division MARANDA	1
14	Electrical Sub Division BHARWARNA	1
15	Electrical Sub Division DAROH	1
16	Electrical Sub Division DALHOUSIE	1
17	Electrical Sub Division CHOWARI	1
18	Electrical Sub Division BAKLOH	1
19	Electrical Sub Division SIHUNTA	1
20	Electrical Sub Division SALOONI	1
21	Electrical Sub Division BARANGAL	1
22	Electrical Sub Division No.I CHAMBA	1
23	Electrical Sub Division No.II CHAMBA	1
24	Electrical Sub Division BHARMOUR	1
25	Electrical Sub Division GEHRA	1
26	Electrical Sub Division TISSA	1
27	Electrical Sub Division No.I UNA	2
28	Electrical Sub Division No.II, UNA	1



29	Electrical Sub Division MEHATPUR	1
30	Electrical Sub Division SANTOKGARH	1
31	Electrical Sub Division BANGANA	1
32	Electrical Sub Division THANAKALAN	1
33	Electrical Sub Division GAGRET	2
34	Electrical Sub Division DAULATPUR	1
35	Electrical Sub Division DULEHAR	1
36	Electrical Sub Division HAROLI	1
37	Electrical Sub Division MALIANA	1
38	Electrical Sub Division SHILLAI	1
39	Electrical Sub Division DHAULAKUAN	1
40	Electrical Sub Division S/Stn Sundernagar	1
41	Electrical Sub-Divn. Baijnath	1
42	Electrical. Sub-Divn. Paprola	1
43	Electrical Sub-Divn. Chadhiar	1
44	Electrical Sub-Divn. Panchrukhi	1
45	Electrical Sub-Divn. Kudail	1
46	Electrical Sub-Divn. Dehra	1
47	Electrical Sub-Divn. Paragpur	1
48	Electrical Sub-Divn. Dadasiba	1
49	Electrical Sub-Divn. Haripur	1
50	Electrical Sub-Divn. Dhaliara	1
51	Electrical Sub-Divn. Santhla	1
52	Electrical Sub-Divn. Sansarpur Terrace	1
53	Electrical Sub-Divn. Jaisinghpur	1
54	Electrical Sub-Divn . Alampur	1
55	Electrical Sub-Divn. Thural	1
56	Electrical Sub-Divn. Sahapur	1
57	Electrical Sub-Divn. Rait	1
58	Electrical Sub-Divn. Chari	1
59	Electrical Sub-Divn. Nurpur	1
60	Electrical Sub-Divn. Ganoh	1
61	Electrical Sub-Divn. Damtal	1
62	Electrical Sub-Divn. Gangath	1
63	Electrical Sub-Divn. Suliali	1
64	Electrical Sub-Divn. Jawali	1
65	Electrical Sub-Divn. Kofla	1
66	Electrical Sub-Divn. Amb	1
67	Electrical Sub-Divn. Nelrian	1
68	Electrical Sub-Divn. Chowkiminar	1
69	Electrical Sub-Divn. Bharwain	1
70	Electrical Sub-Divn. Fatehpur	1
71	Electrical Sub-Divn. Rehan	1
72	Electrical Sub-Divn. Indora	1
	<b>Total</b>	<b>77</b>

Q26  
9/6

## Annexure-B

Various Offices of HPSEBL		
Sr. No.	Name of Office	Number of DEOs
1	Under Secretary (Law)	1
2	Superintending Engineer (IT)	1
3	Chief Engineer (MM)	2
4	Chief Engineer (SP)	2
5	Chief Engineer (SO)	2
5	Superintending Engineer (DSP)	1
6	Maintenance Division, HPSEBL, Shimla-4	1
7	M&T Division, Solan	1
	<b>Total</b>	<b>11</b>



## CONTRACT AGREEMENT

**THIS AGREEMENT** made the .....day of ....., 2018 between Himachal Pradesh State Electricity Board (Hereinafter called" the HPSEBL") hereinafter referred to as "First Party" and M/s ....., a company incorporated under Companies Act 1956 having its registered office at ..... and ..... (hereinafter referred to as the Second Party).

**WHEREAS** the HPSEBL requires the services of ..... numbers of Data Entry Operators (DEOs) on Outsource basis at various offices of First Party as per list attached as **Annexure- 'A' & 'B'** and the Second Party has agreed to supply the required manpower on the terms and conditions as mentioned in Award Letter no. HPSEBL/CE(Comm)/DEO/VOI-IX/18- - dated ..... with the contract price i.e. Rs. 8411/- per month per DEO and the total contract value of Rs. ..../- (Rs. .... Only) for a period of 6 months w.e.f. 01-04-2018 to 30-09-2018.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

#### Terms and conditions:

- The DEOs so deputed would be paid as per details given in **Table-2** and payment will be released by HPSEBL to the Firm on the submission of invoice in accordance with Table-1

**Table-1:**

No. of Data Entry Operators/period (months)	Net Emoluments (including EPF & ESI) (₹)	Agency charges @ 8% (₹)	Sub Total (₹)	Service Tax @ 15% (₹)	Total cost to be paid by HPSEBL per DEO per month (₹)	Total Amount (₹)
1	2	3	4(2+3)	5	6(4+5)	7
... Nos. of DEOs for 6 months					8,411/-	
<b>Grand Total</b>						

(Rs. .... Only)

**TOTAL VALUE: Rs. ..../- only for Six months. Inclusive of all taxes.**

**Table-2: Monthly Remuneration payable to Data Entry Operators**

Name of Post	Gross Salary per DEO per month (₹)	Less EPF (Employee's Share)@ 12% & ESI (₹)	Net Carry Home (after deduction of EPF & ESI) (₹)	Employer contribution towards EPF, EDLI, Admin charges to EPFO @ 13.36% & ESI (₹)	Total emoluments per person per month (₹)
1	2	3	4 (2-3)	5	6 (2+5)
Data Entry Operator					

- The firm shall submit the bills of hiring charges of the DEOs within first five days of each subsequent month, to the respective:
  - Electrical Division for the Electrical Sub-Division office mentioned in the **Annexure-'A'**. The concerned Division Office will process the invoices/bills and release the payment to firm. The respective DDO shall ensure release of payment on priority basis and the expenditure shall be

charged to Block Head 75.613 (salaries/ wages of employees/ labour engaged through outsourcing (contractors)).

- b) The respective office as mentioned in the **Annexure-'B'**. The concerned office will process the invoices/ bills and release the payment to firm. The respective DDO shall ensure release of payment on priority basis and the expenditure shall be charged to Block Head 75.613 (salaries/ wages of employees/ labour engaged through outsourcing (contractors)).
2. The firm will ensure the release of salary to the DEOs by 7<sup>th</sup> of every next month as per the direction of GoHP. In case of any complaints in this regard, the respective offices, where these DEOs are deployed, shall take necessary action.
3. The firm have to provide the eligible statutory benefits such as ESI Contribution, EPF contribution to outsourced manpower.
4. The Data Entry Operators deputed by the firm should have minimum educational qualification 10+2 in any stream plus minimum one year Diploma in Computer Application plus possess typing speed of at least 25 words per minute in Hindi and 30 words per minute in English on computer keyboard plus sufficient experience of data entry/handling of computers & its peripherals.
5. The firm will ensure that DEOs once deputed will continue to work for the entire contract period. No change/substitute will be allowed except on the grounds of misconduct or misbehavior noticed or on the approval of this office.
6. The Personnel so deputed will carry the identity card issued by your firm. He/She should conduct in a decent manner and your company shall be responsible for his/her good conducts, antecedents and liable for any intentional damage caused to the HPSEB Ltd. property by him/her.
7. The DEOs so deputed will not be considered the employees of HPSEBL and HPSEBL shall stand indemnified against any claim that the hired DEOs may opt to have by virtue of working on the project, for whatever period. HPSEBL also stands indemnified against any compensation arising out of accidental loss of life or injury sustained by the hired Personnel working on the HPSEBL project.
8. The firm will have to execute an agreement with the HPSEBL so as to abide by these terms and conditions, in letter and spirit, and in case of breach of any of these conditions, the firm will have to pay reasonable amount on account of compensation of loss sustained by the HPSEBL on this account.
9. The Data Entry Operators shall be allowed to avail Medical Leave and Maternity Leave as per policy adopted by HPSEBL vide Executive Director Office Order endorsement no. HPSEBL (Sectt.)12-3/(Outsourced Staff) Genl-16-60678-898 dated: 08.11.2016 and No.HPSEBL(Sectt)/R&E/Outsourcing Govt. Inst/2017-43482-702 dated 28.08.2017. Except these no other leave etc. is admissible to the DEOs deputed by the firm.
10. The Personnel, so provided by you, will be allowed for rest on Sundays/Second Saturdays/Gazetted holydays/local holydays (declared by the Administration) if the respective HPSEBL offices are closed on that day. The Personnel, so provided by you, may have to work on holidays/ Sundays depending on the exigency of work. However one weekly rest as admissible to the workers will be allowed. Payment for working on holidays, if any, will be made on pro-rata basis or will be given compensatory leave.
11. The hiring charges will be deducted from the bill of the firm proportionately for absence of any DEO from the job. The DEOs will not remain absent from the work without prior intimation/permission of Work Incharge.
12. The Personnel shall be allowed to work for the project duration provided his/her performance is of high quality. In case of non-performance, for whatever reasons, he/she shall be removed from the project and necessary replacements shall be provided by you. The Personnel so deputed with HPSEBL on outsourcing basis shall be for HPSEBL project only and in no way shall be construed as employees of HPSEBL.
13. TA/DA shall be paid to the outsourced manpower as per the norms of HPSEB Ltd. for equivalent grade.

14. The DEOs so deputed will have no right to claim employment/regularization in the department at later stage merely on the ground that their services have been hired by this department.
15. Other terms and condition shall be as per Executive Director (Pesr.) Office Order No. 16/HPSBL(SECTT.)/HRD/2018- Dated 30.05.2018 having endorsement No.HPSEBL(SECTT.)/HRD/2-23(OS)/2018-21915-22095 dated 30.05.2018.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said..... (For the HPSEBL)

in the presence of .....

Signed, Sealed and Delivered by the

Said..... (For the Firm)

in the presence of .....