

ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು
ನಿಗಮ ನಿಯಮಿತ
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)
ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖರೀದಿ ತಾಪೆ,
ಚಾವಿ ಸನಿ, ಮೈಸೂರು-570017.
Telephone No: 9448994705



CHAMUNDESHWARI ELECTRICITY
SUPPLY CORPORATION LIMITED
(A Government of Karnataka Undertaking)
Corporate Office, Procurement Section,
CESC, Mysuru-570017.
Website: www.cescmysore.org
E-mail ID: gmpure@cescmysore.org

Company Identity Number(CIN): U40109KA2004SGC035177

CESC/GM(P)/DGM(P)/AGM (P-3)/2020-21/21978-84

Date:09-02-2021

DETAILED WORK AWARD

Sub: For Providing Manpower services on contract basis to various offices of Mandya Circle, CESC"- Reg

- Ref:** 1.T.O Tender Enquiry No. CESC/GM(P)/C2-4887 Date : 20.11.2020
2. Techno commercial bid opening date: 17-12-2020
3. Price bid opening date: 07-01-2021.
4. Negotiation meeting date: 08-01.2021.
5. Your acceptance letter no nil dated: Nil Dtd 11.01.2021.
6. Resolution (Item 112/11) of 112th CESC purchase committee meeting held on 13/1/2021, No CESC/CS/A/112TH CPC/F-64/2021/20857 Dated 29-01-2021.
7. Bank Guarantee Submitted for Rs. 14,86,370/- vide BG no 21934BG000007 By Karnataka Bank Ltd, Nagadevanahalli Branch, Bangalore Dated 04-02-2021 upto 29-07-2023.
8. Contract Agreement Dated 03-02-2021.

As per the tender submission and subsequent acceptance of prices “ **Shivraj Kumar. S, M/s KSF-9 Corporate Services Pvt Ltd, M.R. Mansion, No 26, Gnanajyothinagar, Mallathalli, Opposite Kalagrama, Bangalore-560056**” for the work of “**Providing manpower services to various offices of Mandya Circle, CESC**” for a period of TWO years on outsource basis which can be extendable for one more year based on the satisfactory performance of the service provider and at the discretion of CESC from the award date at the rates, terms and conditions mentioned below.

Prices:

1.1 The contract price is as under:

Sl no	Name of the work	Name of the Bidder	Awarded Rates in Rs
1	The service charges per employee per month in Rs excluding GST. The same will remain firm throughout the contract period.	KSF-9 Corporate services private limited, Bangalore.	1400/-

1.2 The above contract price is exclusive of GST. Other than GST, CESC will not pay any other taxes whatsoever on this account.

1.3 The total awarded cost to the agency is Rs 4,95,45,664/- (Four crores Ninety Five Lakhs Fourty Five thousand Six Hundred Sixty Four only).

Mandya Circle : Illustration with Service Charges 1400/- Rs per head per month																			
Sl No	Name of the manpower	No. Of Manpower			Total Number	Minimum Wages			Total Minimum wages (3x7+4x8+5x9)	Washing Allowance 300 Rs per head per month (6x300Rs)	EPF Employer contribution @ 15% limited upto Rs. 15000/-	ESI Employer Contribution @ 3.25% upto Rs. 21,000/-	Total Amount (10+11+12+13)	Service Charges in Rs per head per month	Total Service Charges in Rs (6x15)	Total Amount (including service charge in Rs) (14+16)	GST @ 18% on item no.17	Total Amount per month (in Rs) (17+18)	Total Amount for two years (in Rs) (19x24m)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		Z-1	Z-2	Z-3		Z-1	Z-2	Z-3											
1	Junior Personal Assistant	0	1	1	2	0	14651	14299	28950	0	3764	941	33655	1400	2800	36455	6562	43017	1032411
2	Data Entry Operator	0	13	37	50	0	14651	14299	719529	0	93539	23385	836453	1400	70000	906453	163161	1069614	25670738
3	Office Attender	0	3	10	13	0	12418	12132	158574	0	20615	5154	184343	1400	18200	202543	36458	239001	5736018
4	Security Guard	0	22	0	22	0	12418	0	273196	6600	35515	8879	324190	1400	30800	354990	63898	418888	10053317
5	Meter Readers	0	3	13	16	0	12418	12132	194970	0	25346	6337	226653	1400	22400	249053	44830	293883	7053181
Total		42	61	103	0	66556	52862	1375219	0	178779	44696	1605294	144200	1749494	314909	2064403	49545664		

2.0 **Contract Period:** The period of contract is initially for **Two years** from the date of work award which can be extendable for one more year based on the satisfactory performance of the service provider and at the discretion of CESC as mentioned in tender documents.

3.0 **Manpower Requirement:** The agency is required to provide the Manpower Services to various offices of Mandya Circle, CESC as per the requirement as stated below:

Details Of Man Power Services to be provided to Mandya Circle CESC									
Sl No	Particulars of Manpower	Qualification Required	Mandya Circle	Mandya Dvn	Maddur Dvn	N mangala Dvn	P Pura Dvn	KR Pete Dvn	Total
1	Junior Personal Assistant	Degree with Computer knowledge	1			1			2
2	Data Entry Operator	PUC with basic Computer knowledge like MS Office, Excel, Word and Kannada Nudi and Baraha.	5	8	13	7	8	9	50
3	Office Attender	Must have passed 10th Std	3	2	4	4			13
4	Security Guard	Must have passed 7th Std	1	5	4	4	7	1	22
5	Meter Readers	SSLC with basic Computer knowledge; able to read, write, speak Kannada, Hindi, English and local languages.		3	11		2		16
			10	18	32	16	17	10	103

4.0 The agency shall provide the manpower services according to different nature of

works. The personnel deployed shall have the sufficient domain working knowledge and experience. The Qualification required for the Manpower to be deployed is as stated above.

- 5.0 If any additional number of personnel required during the course of performing the contract, the same shall be provided at the already approved rates.
- 6.0 The agency is responsible to ensure the regular attendance & working performance of the personnel deployed, including timely payment of minimum wages to the employees and remittance of EPF & ESI contributions etc., as per prevailing Rules & Act to the respective authorities from time to time regularly without fail.
- 7.0 No alteration in the Service charges etc., will be allowed on any ground, such as mistake, misunderstanding etc., and the same will remain firm throughout the contract period.
- 8.0 The personnel deployed by the agency are meant for specific work and for a specific period and shall have no claim over their employment in CESC either on temporary or on permanent basis during or after the contract period.
- 9.0 CESC shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. CESC shall not be liable for breach of any labour laws or any other laws which are in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract.
- 10.0 The agency shall agree to CESC regulations and shall arrange to effectively carryout the social and other responsibilities. Engaged personnel of the agency/service provider shall not misbehave with consumers/CESC permanent employees or officers or shall cause any loss to CESC property. For any such lapses the agency shall be solely held responsible.
- 11.0 **Details of Shifts:** The normal working hours for the CCCD staff and the security agencies is Day shift- 6.00 AM to 2.00 PM, Evening shift- 2.00 PM to 10.00 PM, Night shift- 10.00 PM to 6.00 AM. The agency shall take the responsibility of inspecting their employees on duty on regular basis from time to time and ensure satisfactory performance of the manpower assistance provided to CESC. Agency shall note that the shift employees have to work in shifts on rotation as the customer helpline functions round the clock (24x7) and shall make necessary holidays, leaves, other planned and unforeseen absences to them. The quality of service provided to CESC should not suffer due to these issues especially during festivals periods.
- 12.0 **Training:** As per the Honorable KERC directives/ clauses the agency shall make necessary arrangements to impart suitable training and continue to impart suitable training to all the executives provided on public relations, behavioral aspects, Human relations and communication skills.
- 13.0 The agency shall provide necessary I.D. card affixing latest photograph in the name of the bidder's Company, which shall be displayed by the personnel deployed while performing their regular duties and names of the personnel of the shifts displayed.

- 14.0 The agency shall furnish the EPF, UAN & ESI Account numbers of respective personnel deployed for CESC services within 30 days from the date of awarding of contract. The bidder shall also provide Pehachan Card in connection with ESI benefit to the Manpower deployed.
- 15.0 If you fail to comply with the requirements as per the clause mentioned above within 30 days from the date of this DWA, action shall be taken as per bid conditions.
- 16.0 Date of this DWA is to be reckoned for all contractual purposes.
- 17.0 CESC is not responsible for any accidents, injuries and untoward incidents occurred to the Contract Personnel at the working place and it is the sole responsibility of the Contract Agency to meet all expenditures / compensation etc., in such events.
- 18.0 PF at 12% & ESI @ 0.75% of the employee's share and 13% of employers share and ESI at 3.25 % shall be paid directly by the Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to CESC along with the bills of succeeding month by the Agency without which the bills shall not be considered for payment. Remittance of such amount is the sole responsibility of the Agency.
- 19.0 The Agency shall 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 successful Bidders shall be responsible for penalties levied by the appropriate authority under the Act. The Contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes. Depositing of PF contribution as may be applicable shall be the responsibility of the successful Bidders at their own expenses and shall not be reimbursed by the CESC. For any default in compliance, the successful Bidders shall be held responsible .
- 20.0 As per the stipulations under the Contract Labour (Regulation and Abolition Act) 1970 & Karnataka Rules 1974, the agency shall obtain and furnish valid registration certificate & License issued by the Assistant Labour Commissioner, Government of Karnataka /Government of India.
- 21.0 The agency shall pay the wages which shall not be less than the minimum wages as per the Minimum wages Act as shown below. Any variation in Minimum wages, GST and statutory provisions if any, shall be reimbursed/recovered by CESC.

Break-up Wages																				
Sl No	Name of the manpower	Minimum Wages			EPF Employee contribution @ 12%			ESI Employee Contribution @ 0.75% upto Rs. 21,000/-			Professional Tax			Total deduction			TakeHome Wages			
		Z-1	Z-2	Z-3	Z-1	Z-2	Z-3	Z-1	Z-2	Z-3	Z-1	Z-2	Z-3	Z-1	Z-2	Z-3	Z-1	Z-2	Z-3	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	16	17	18
1	Junior Personal Assistant	0	13434	12856	0	1612	1543	0	101	96	0	0	0	0	1713	1639	0	11722	11217	
2	Data Entry Operator	0	14651	14299	0	1758	1716	0	110	107	0	0	0	0	1868	1823	0	12783	12476	
3	Office Attender	0	12418	12132	0	1490	1456	0	93	91	0	0	0	0	1583	1547	0	10835	10585	
4	Security Guard	0	12215	0	0	1466	0	0	92	0	0	0	0	0	1557	0	0	10658	0	
5	Merer Readers	0	12418	12132	0	1490	1456	0	93	91	0	0	0	0	1583	1547	0	10835	10585	

- 22.0 If there is any concession/reduction in GST/Minimum wages/EPF/ESI by the change in policy of Central/State Government the same shall be availed and passed on to CESC.
- 23.0 Except statutory deductions such as EPF, ESI, PT and Labour welfare fund none of the deductions shall be made from the deployed staff as per the circular of Labour department.
- 24.0 As per notification No KAE123 LWA 2015 dated 29-02-2016 the agency should provide full uniform with Nameplate Badge to security guards deployed by the agency. a) A muffler and a sweater shall be provided to night watchman once in 2 years or Rs 300 +GST shall be paid to purchase the same muffler and sweater. b) Two pair of uniforms, cap or hat and belt shall be provided once in a year or Rs 1500+GST shall be paid to purchase the same. The same will be reimbursed from the CESC to the agency after submission of the GST bills for the same.
- 25.0 The successful Bidders shall disburse the wages to the contract employees on or before 07th day of every month to their respective Bank Account as required under section-21 of the contract Labour (Regulation and Abolition) Act 1974.
- 26.0 **Penalty:** In case the agency fails to provide the services as stipulated in the work award, a penalty at the rate of ½ % per week subject to a maximum of 10% of the contract/award amount shall be levied on the agency. If the agency fails to disburse wages to the deployed manpower before 7th of every month, the penalty of Rs 100/- will be imposed per day per office where man power services have been availed. Apart from that, contract shall be liable to be terminated at the discretion of the CESC and CESC will have the power to appoint any other agency for the manpower services at the risk and the cost of the successful bidder.
- 27.0 **Termination of Contract:** The Contract is liable to be terminated at the absolute discretion of CESC without assigning any reasons on the following grounds and the Bank Guarantee provided towards Security Deposit will be forfeited.
- If the services are found unsatisfactory.
 - Breach of any terms of the contract.
 - If the agency fails to provide the services as per the agreed terms and on violation of

any of the terms of the contract, the company is liable to be blacklisted besides termination of the contract.

- d) If the agency fails to remit the ESI & PF amount to its employees to the concerned authority and fail to observe any applicable labour laws.
- e) If the agency fails to make payment to contract employees within the time specified.
- f) If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.
- g) The decision of the company shall be final as regards the acceptability or otherwise of services provided.

28.0 All applicable benefits as per the Acts noted below and any other applicable Labour laws in force from time to time shall be provided to the employees by the Agency 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) Maternity Benefits Act 1961
- h) Related all Labour laws and Rules pertaining to labourers.
- i) Karnataka Shops and Commercial Establishments Rules 1963
- j) Providing benefits as per above to its employees is the responsibility of the contract Agency itself.

29.0 Payment of Contract Bills: The successful Bidder shall submit the monthly bills in duplicate for the personnel deployed within the 05th day of the succeeding month duly affixing the Company seal and signature to the Accounts Officer of concerned establishment along with the following Documents attached.

- a) The details of the personnel deployed along with the attendance sheet duly counter signed by the concerned service availed officer of CESC/Accounts Officer of concerned CESC establishment.
- b) The attested copy of challans/vouchers for having remitted in the respective offices during the previous month shall be furnished every month along with the wage slip as proof of evidence in the formats mentioned below.
 - GST paid in the format GSTR-1 and GSTR-3B.
 - EPF paid in the formats 5A, 10, 12A and for annual EPF paid copy of format 3A and 6A.
 - ESI payments in format 7 and for half yearly ESI paid format 6.
 - As per the GOK order, each year during the month of December as notified by GOK per person to be deducted from the wages of the contract employee and notified amount to be contributed by the contract agency towards Labour Welfare Fund which shall be remitted to the Welfare Commissioner, Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2 by the Contract Agency. However, the above notified amount contributed by the Contract Agency is reimbursable on production of proof of payment.

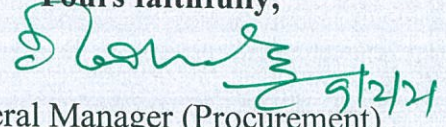
30.0 Dispute: In the event of any dispute or differences arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which the same shall be referred to the Managing Director, CESC, Mysore whose decision shall be final and binding on both the parties to this contract. If the parties failed to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules-2012 by one or more Arbitrators appointed in accordance with its rules

And

In case of any dispute between the Contractor and the engaged personnel, CESC will not be a party and this has to be settled by the contractor himself at his own cost.

31.0 The Bidder shall undertake to comply all the terms and conditions of the bid.

Yours faithfully,



General Manager (Procurement),
CESC, Mysuru.

To,

Shivraj Kumar. S.
M/s KSF-9 corporate services Pvt Ltd,
M R Mansion, No 26, Gnanajyotinagar,
Mallathalli, Opposite Kalagrama,
Bangalore- 560056

Copy:

1. Chief Financial Officer, CESC, Mysuru for information
2. Chief Engineer (Elec), CESC, O& M Zone, Mysuru for information
3. Chief General Manager(I/A), CESC, Mysuru for information
4. General Manager (Tech), Corporate Office, CESC, Mysuru for information
5. Superintending Engineer (Elec), CESC, Mandya Circle for information
6. All Executive Engineer (Elec), O&M Division, Mandya Circle for further needful
7. MIS Section, to publish in cescmysore.org
8. PS to MD/DT to place before Honorable MD/Director(Technical), CESC
9. MF/OC.

