

PUNJAB STATE POWER CORPORATION LTD
(O/O JT SECY/PERSONNEL, PATIALA)

To

- 1 DGP/V&S,PSPCL,Patiala.
- 2 All EIC/CEs,PSPCL
- 3 All CAOs/Chief Auditors/FA/CCF, PSPCL.
- 4 Chief Administration, IR&W, PSPCL, Patiala.
- 5 Dy.Chief Engineer/Personnel, PSPCL, Patiala.

Memo No 82916/956 IPX-51/Vol-10/L-3

Dt. 3/12/12

Sub: Outsourcing of Peons and Computer Operators from PESCO.

Punjab State Power Corporation Ltd is pleased to lay down a policy for outsourcing of Peons and Computer Operators from PESCO as per following terms and conditions:-

- 1) Computer Operators may be outsourced against the vacant posts of Steno typist/Junior Scale Stenographer/LDC. Outsourcing will be made only against half of the posts lying vacant beyond vacancies of 30% of the sanctioned posts in respect of Steno Typist/Junior Scale Stenographer/LDC in respect of each HOD. Similarly Peons will be outsourced against half of the posts lying vacant beyond vacancies of the 40% of sanctioned posts in respect of Peons at the HOD level.
- 2) The case for outsourcing of the Computer Operators and Peons for each HOD will be initiated by the respective HOD and will be forwarded to the Office of SE/Personnel. SE/Personnel will verify the position with respect to the manpower in position in respect of Steno typist/Junior Scale Stenographer/LDC/Peons and the vacancy position in respect of above where upon the case will be submitted through Director/In-charge to Director/HR for allowing the number of Peons & Computer Operators to be outsourced. Work order will be issued by the concerned HOD on PESCO and copy of the same will be furnished to office of Joint Secy./Personnel for keeping a record of personnel outsourced.
- 3) The terms & conditions and remuneration for outsourcing of Computer Operators/Peons will be as per copy of the agreement enclosed herewith. All HODs will ensure that the outsourced personnel meet the qualifications and other terms and conditions prescribed in the agreement.

DA/As Above


Er.in.Chief/HRD,
PSPCL,Patiala.

भारतीय गैर न्यायिक

दस
रुपये

₹. 10



TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

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AGREEMENT BETWEEN PUNJAB STATE POWER CORPORATION LIMITED (PSPCL) PATIALA AND PUNJAB EX-SERVICEMEN CORPORATION (PESCO) FOR PROVISION OF PESCO PERSONNEL

This agreement is made at Patiala on the day of 11/12 2012 between the Engineer-in-Chief/HRD, Punjab State Power Corporation Ltd, Patiala (hereinafter called as PSPCL) on the one part and Punjab Ex-servicemen Corporation having its registered office at SCO 89-90, Sector 34-A, Chandigarh (hereinafter called as PESCO) on the other part.


Whereas PESCO have agreed to undertake the responsibility for provision of Peons & Computer Operators to PSPCL and is willing to deploy them as per the requirement of First Party.


Now it is hereby agreed between the parties as follows:

दिनांक: 11/12/2012
पंजाब राज्य विद्युत निगम लि.

CM (P.P.)
Punjab Ex-Servicemen Coron.
SCO 89-90, Sector 34-A,
Chandigarh

1. The period of entrustment/contract of above personnel to PSPCL shall be from **01.09.2012 to 31.03.2015** depending upon the deployment of personnel as per requirement of PSPCL from time to time.
2. The Peon should preferably be at least 10th pass and should be able to read English & Punjabi. Computer Operator should be at least graduate in any discipline with capacity to make 8000 key depression per hour. Post Graduate diploma in computer application would be given preference. The candidate should have knowledge of working in MS Office & of E-mail and should have studied Punjabi up to Matric standard. Computer Operator should also be able to type in English and Punjabi with speed of at least thirty WPM.
3. The personnel to be hired from PESCO will be deemed to be their employee for all intents and purposes. PESCO will provide non ex-servicemen if ex-servicemen of these categories are not available. It is duty of PESCO to certify that personnel provided by PESCO, either ex-servicemen or non ex-servicemen are of good moral character and they have no criminal record & no departmental as well as judicial proceedings were initiated against them earlier.
4. PESCO shall be responsible for ensuring compliance of provisions of all enactments, laws, rules and instructions in force and applicable to it from time to time pertaining to labour laws and other statutes. PESCO should maintain all records as stipulated by law. These records will be open for inspection by the concerned offices of PSPCL in order to ensure strict compliance of statutory provisions. PESCO will also indemnify PSPCL on account of any loss suffered by PSPCL due to any omission or commission on the part of PESCO in discharge of its contractual and legal obligations during the validity of the contract. Any excess payment made to PESCO erroneously will be promptly returned.
5. Police verification of personnel to be deployed by PESCO at PSPCL installations shall be got done by PESCO.
6. The salary and allied charges payable by PSPCL to PESCO is available at Appendix 'A' attached. The wages of Peon is based upon minimum wages notified by Labour Commissioner, Punjab. In case of peon, the minimum wages as revised by the


 ਸਿਰ: ਸਿਰ: ਜੀਵਨੀਤ ਸਿੰਘ
 ਮੁਖਿਯਕਾਰਿਕਾ, ਪਟੋਲਰ


 CEO (P.P.)
 Ex-Servicemen Corps.
 99-10, Sector 34-A,
 Chandigarh

Labour Commissioner, Punjab from time to time will be payable to PESCO during the contract period. In case of Computer Operator the negotiated basic wages will be increased by 10% every year. All statutory payments including bonus will be paid by PSPCL to PESCO as per statutory law for which PESCO will furnish all the requisite documents. The classification of category of these employees will change if so notified by the Govt of Punjab, Department of Labour and they would then be paid accordingly.


7. Monthly bills will deem to commence from the day PESCO personnel report for duty. Details of attendance of PESCO personnel will be countersigned and sent by the concerned office of the First Party to PESCO at the earliest but definitely by the 5th day of the following month and the bills will be accordingly raised by PESCO to the concerned office of the First Party.


8. PESCO personnel will work under the management of PSPCL. However, PESCO Officers/Supervisors will carry out checks when felt necessary. Any change in duties will be affected by mutual consultation between the PSPCL and PESCO.

9. PESCO personnel will perform 08 hours duty. The PSPCL will ensure that one weekly off, national holidays/other holidays and leave etc. are given to the PESCO personnel as per Labour Law.

10. TA/DA as applicable to the similar category of employees of PSPCL shall be given to the PESCO personnel in case he is required to move out of station. No TA/DA need to be paid for any move ordered by PESCO.

11. That PESCO would ensure observance of strict discipline to the duties and other instructions issued by PSPCL from time to time. PESCO personnel should be very polite and punctual and under no circumstances be under the influence of any intoxicating drink or drug. PSPCL have the right to discontinue the services of the hired personnel if his behavior is found unsatisfactory. All the hired personnel shall be issued identity card by PESCO. In case of misbehavior or indiscipline by the hired personnel the matter should be reported immediately to PESCO. PESCO will re-call the delinquent personnel and replace him with new personnel and take suitable disciplinary action against the delinquent personnel.


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ਪੁਸ਼ਕਰਪੁਰਮ, ਪਟਿਆਲਾ


GM (P.P.)
Hq. Ex-Servicemen Corpn.
- 99-100, Sector 34-D.

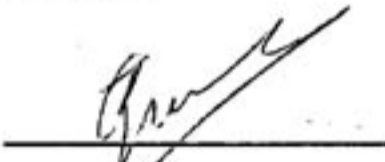
12. That during the period of this agreement remains in force the PESCO shall be responsible for any physical, economical, mental or otherwise loss, suffered by all or any of the personnel employed by PESCO. The PSPCL shall not be liable to pay any damages or compensation whatsoever to the employees of PESCO or to PESCO, for any death, injury or accident caused during the performance of duties envisaged under this agreement.


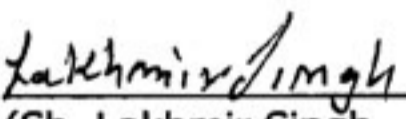

13. In case of any dispute or difference arising out of the implementation or interpretations of any of the clauses of this agreement, these will be endeavored to be settled by mutual negotiations failing which the matter will be referred to Sole Arbitrator appointed mutually by PSPCL and PESCO whose decision will be final and binding on both the parties. All disputes which may arise between the parties here in relating to the said agreement are subject to the Patiala jurisdiction only.


14. Notwithstanding anything contained elsewhere in this agreement, this agreement can be terminated at any time by either party by giving to the other one month's notice in writing or payment in lieu thereof.


15. IN WITNESS whereof the parties hereto have executed these presents to the day, month and year first above written in the presence of:

WITNESSES:

- 1. 

- 2. 
Tavleen Kaur Gill
- 1. 
(Sh. Lakhmir Singh)
- 2. 
(Sub Ramesh Pal)


SIGNED FOR AND ON BEHALF
OF **PSPCL**



SIGNED FOR AND ON BEHALF
OF **PESCO** GM (P.P.)
Pb. Ex-Servicemen Corpn.
PO 22-90, Sector 24-D,
PATIALA

Details of Salary and allied charges

APPENDIX 'A'
(Nearest to Rupees)

Sr. No.	Particulars (Establishment Expenses)	Peon	Computer Operator
1.	Wages	4268	6600
2.	Arduous duty Allowance	400	400
(A)	Gross Salary	4668	7000
	Statutory Payments		
3.	ESI @ 4.75% of Sr No 1 & 2 of non ECHS Members OR Medical Allowance @ 4.75% of Sr No 1 & 2 of ECHS Members	222	333
4.	PF (including Admin Charges) @ 13.61% on Sr No 1	581	-
5.	Gratuity @ 4.81% on Sr No 1	205	317
6.	Bonus @ 8.33% on Sr No 1 (Subject to Rs 292/-)	292	292
(B)	Statutory Payments	1300	942
	Other		
7.	Group Insurance	10	10
(C)	Other Payments	10	10
	Total Salary	5978	7952
8.	Service Charges @ 4.5%	269	358
	Total Salary	6247	8310
9.	Service Tax @ 12.36% and as revised from time to time.	772	1027
	Per Man Per Month Cost	7019	9337


 Director (P.P.)
 Ex-Servicemen Corpn.
 Sector 30 G,
 Gurgaon


 GM (P.P.)
 Ex-Servicemen Corpn.
 Sector 30 G,
 Gurgaon