

HIMACHAL PRADESH VIDHAN SABHA SECRETARIAT
No. VS./Estt./Outsource/6-03/2016.

From:

The Secretary,
HP Vidhan Sabha,
Shimla-4.

To

1. MD. H.P. State Electronic Development Corp, IT Bhawan Mehali Shimla-171013.
2. NIELIT (DOEACC), Cedar Wood Building, Jakhoo Road Shimla-171001.
3. M/s Shimla Cleanways, Sahiba Niwas Sec-II, New Shimla-9.
4. M/s A.B. Enterprises, Flat No-6, Block No-12A, Housing Board Colony, Sanjauli, Shimla-6.
5. M/s Ambika Services Provider (OPC) Pvt. Ltd., Vill-Sambal, P.O-Bijani, Distt-Mandi, H.P-175001.
6. M/s M.D. Utility Services, Pathania Niwas Near T.R Building, See II New Shimla-9.
7. M/s SBL, Carnival Infopark-Phase II, Kakkanad, Cochin, India- 682042.
8. M/s Corporate Care Middle Market Sec II, New Shimla-9.

Dated, Shimla-171004, the 17th March, 2018

Sub: Regarding Proposal for e-Vidhan Manpower and Cleaning Services.

Sir,

I am directed to request you to provide the proposal before 26th March, 2018 for continuing the existing 22 e-Vidhan manpower on existing emoluments and cleaning services for e-Vidhan Wing on the same terms & conditions as between NICS I and the M/S Corporate Care w.e.f. 1st April, 2018 provided the agency/vendor charges, which will be given in the sealed envelope (copy of the empanelment is attached). Kindly also attached the profile of the agency/company including deployment of such manpower in other government departments.

The details of existing e-Vidhan manpower and cleaning services are enclosed herewith for your kind reference.

Endst:- As above

Yours faithfully

sdl-
Secretary,
H.P. Vidhan Sabha.

Endst No As above.

Dated, Shimla-171004, the 17th March, 2018

Copy for information and further necessary action to:-

1. Director (IT) to Hon'ble Speaker H.P. Vidhan Sabha, Shimla-4 for displaying the same in official web site.
2. Under Secretary (Admin.) H.P. Vidhan Sabha. A copy of same may be displayed in the Notice Board of this Secretariat.

[Signature]
Secretary,
H.P. Vidhan Sabha.

No. 10(34)/2015-NICSI

To,

M/s Corporate Care
#Middle Market Sector II,
New Shimla, Shimla-171009

Date: 20.09.2016

Subject: Empanelment of selected vendor consequent upon finalization of NICSI's Open Tender No. NICSI/SOFTWARE ROLLOUT AND MAINTENANCE/E-VIDHAN/2015/29

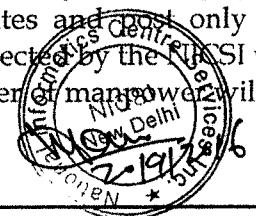
Dear Sirs,

I am directed to refer to your financial proposal in response to our NICSI's Open Tender No. NICSI/SOFTWARE ROLLOUT AND MAINTENANCE/E-VIDHAN/2015/29 for Empanelment of Agencies for Rollout of H.P. Model of e-Vidhan Systems and its Maintenance on the following terms and condition and price mentioned in the Annexure- Price List.

1. Empanelment

1. EMPANELMENT OF VENDORS

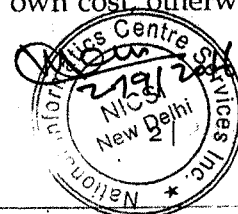
- i. The empanelment will be valid for an **initial period of Two years** from the date of issuance of the empanelment letter. It may be extended further depending upon the requirements annually upto a **maximum period of Five years (including the initial year)** through mutual consent on the same terms and conditions accepted by the agency subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of the empanelment. The empanelled agencies will have to renew/re-submit the security deposit for the extended period of empanelment.
- ii. The work place for the deployed resources will be client user site.
- iii. If there is requirement from any Central/State Government Department including Parliament and Legislative Assembly for cleaning services, the work may be awarded to the empanelled vendors according to the need of the concerned user department with all its terms and conditions as applicable to NICSI. The number of Months/Resources may be increased/decreased as per requirement of the user department.
- iv. The deployment under this tender/empanelment will be for cleaning works in the Legislative bodies/Lok Sabha/Rajya Sabha, other elected bodies and allied offices.
- v. The deployment of manpower from the selected agency shall be after duly screening by the NICSI. The selected agency will forward list of eligible candidates and post only the recommended candidates to the project. The names of candidates, rejected by the NICSI will not be forwarded again for reconsideration in this project. The number of manpower will be deployed as per requirement of the client organization.



- vi. Educational Qualifications & Experience of the manpower proposed to be deployed on this project should be as Annexure - "Educational Qualifications".
- vii. The deployed resources will report to NIC project head. By virtue of their working on NICS/ NIC project there will be no employment obligation in NICS/ NIC.
- viii. Principal employer is the user department for all the deployed manpower.
- ix. The service has to be provided at client user site only.
- x. No TA/DA is admissible to the deployed resources/employees for the posting. However, if a resource/employee has to undertake a tour in the interest of the e-Vidhan System with the prior approval of the Technical Head of the e-Vidhan Wing, NICS would reimburse, to and fro Travel tickets, TA/DA and Room rent per day as per the norms of the respective Central/State Government. There is no provision of local TA/DA.
- xi. The selected vendors have to ensure continued availability of their employees for duration of the work as decided by the client users. The vendors would ensure replacement of a deployed resource of equal capability within a period of 10 days in case a resource leaves the agency or goes on leave for whatever reasons or is found unequal to the job assigned.
- xii. The agencies selected to be empanelled will give security deposits of Rs.1,00,000/- (Rupees One Lac only) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the contract or extended period, if any, in favor of NICS, New Delhi. On receipt of BG the EMD without any interest will be refunded. **The Earnest Money Deposit can be forfeited if a successful agency fails to sign the contract within the stipulated time.**
- xiii. The incidental expenses for execution of agreement / contract shall be borne by the successful agency.
- xiv. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the agency will entail termination of the contract without prejudice to the rights of the NICS. In addition, NICS shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting agency.
- xv. During empanelment period if the agency's name got changed due to acquisition, amalgamation etc., agency must inform NICS with all required documents within one month of its name change. Failing which the contract will be cancelled and EMD/BG forfeited.

2. Providing Services / Support

- i. The selected agency will deploy the shortlisted personnel within 15 working days of placing the work order by NICS. **Beyond 15 days a penalty of Rs. 2500/- (Rupees Two thousand five hundred) per day per person will be levied for a period of 7 days.** For five defaults of posting the shortlisted personnel, whether in full or in part, NICS may cancel the contract and forfeit the security deposit.
- ii. In case any personnel of the Agency is found engaged in doing any work other than the task assigned to him/her or is found not useful to the project or leaves the project without any notice, the agency will arrange the replacement within one week at its own cost, otherwise the penalty will be applicable as per clause (c) above.



- iii. The agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at NICS/Client's premises. All equipment will be used only for the purpose of carrying out legitimate business of client organization and will not be put into any other use. For any established damage the extent of damage as decided by NICS will be final and binding on the agency.
- iv. The professionals deployed by the agency will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the project problems. The agency will deploy professionals of verified character antecedents.
- v. The agency will give advance notice to NICS/NIC for a resource going on leave or leaving the agency and post a matching resource immediately such that the project's work doesn't suffer.

3. Payment Terms

- i. Payments to the selected agency will be made at the completion of every month.
- ii. The agency will submit Pre-receipted bills in triplicate at the completion of every month in all respect enclosing therewith satisfactory performance certificate, from NICS/NIC project head.
- iii. All payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961, penalty and other taxes if any as per Government of India rules.
- iv. Payment will be made within 30 days of submission of completed documents.
- v. All vendors should furnish the location from where they are going to raise their Bills/Invoices to NICS, New Delhi.
- vi. The selected agency has to raise their Bill/Invoices in the name of NICS, New Delhi.

4. SECURITY

- i. The selected agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NICS/NIC or its clients without the prior written consent of NICS and Client Department.
- ii. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- iii. The agency or its deployed personnel, by virtue of working on NICS/Client's projects, can't claim any rights on the work performed by them. NICS/Client will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.



5. INDEMNITY

- i. The selected agency will indemnify NICSI/NIC of all legal obligations of its employees deployed for NICSI/NIC projects.
- ii. NICSI/NIC stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this tender's contract and also for any damages or compensation due to any dispute between the agency and its staff.

6. TERMINATION FOR INSOLVENCY & DEFAULT

6.1 TERMINATION FOR INSOLVENCY

NICSI may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

6.2 Termination for default

- a. Default is said to have occurred
 - i. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by NICSI. The security deposit will be forfeited.
 - ii. If the agency fails to perform any other obligation(s) under the contract / work order.
- b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from NICSI (or takes longer period in spite of what NICSI may authorize in writing), NICSI may terminate the contract / work order in whole or in part. In addition to above, NICSI may at its discretion also take the following actions
 - i. NICSI may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate NICSI for any extra expenditure involved towards support service to complete the scope of work totally.

7. FORCE MAJEURE

- i.) Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by NICSI :-
 - War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.



- ii.) The agency will advise NICS I in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NICS I reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

8. ARBITRATION

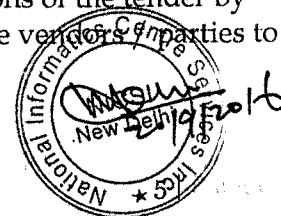
NICS I and the vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Director General, National Informatics Centre, N. Delhi and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

9. CONCILIATION

- i. If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to seek an amicable settlement of that dispute by Conciliation under the ICADR Conciliation Rules, 1996.
- ii. The Authority to appoint the Conciliator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR).
- iii. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

10. APPLICABLE LAW

- i. The vendor shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- ii. All disputes in this connection shall be settled in Delhi jurisdiction only.
- iii. NICS I reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICS I will not be under obligation to give clarifications for doing the aforementioned.
- iv. NICS I also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendor & parties to be kept informed about it.



- v. NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

11. GENERAL CONDITIONS

- i. The selected agency will not, without NICSI's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NICSI in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- ii. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NICSI will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- iii. NICSI may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for NICSI's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. NICSI reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- iv. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with NICSI, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- v. The empanelled agencies automatically agree with NICSI for honoring all aspects of fair trade practices in executing the work orders placed by NICSI.
- vi. The work orders will be issued to the empanelled vendors as per the requirement of the user department and availability of necessary fund.
- vii. "In case the submission of bills to NICSI, along with the necessary documents i.e. POD's/BG's etc., is delayed by the vendor beyond 30 days from the date of issue of bill or delivery of materials etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of respective vendors so that NICSI is not burdened unnecessarily with this amount. The entire amount will be deducted from the payment due to respective vendor"
- viii. "To confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006. If yes, a copy of the Registration Certificate must be provided to NICSI. Further, keep informed to NICSI whether there is any change of the status of the company."

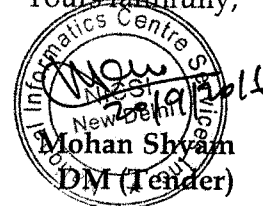


- ix. The bidders should comply with provisions of Minimum Wages Act and Labour Law as applicable for required resources in the respective States.

Any other clauses not specifically mentioned in this letter but were part of the terms and conditions of the NICSI's Open Tender No. NICSI/SOFTWARE ROLLOUT AND MAINTENANCE/eVIDHAN/2015/29 shall be *ipso facto* applicable to this empanelment and the purchase orders to be placed thereafter.

You are requested to submit a signed copy of each and every page of this letter along with Annexure within seven (7 days) from the date of the issue of this letter as a token of your acceptance of this letter and acknowledge receipt mentioning the name, designation and seal of the company.

Yours faithfully,



Copy to:-

1. Purchase Section, NIC, CGO Complex, Lodhi Road, New Delhi
2. SO, Paid Project, NIC, New Delhi
3. GM, Tender, NICSI, New Delhi
4. Account Section, NICSI, New Delhi
5. Project Coordinator NIC/NICSI, New Delhi
6. Company Secretary, NICSI, New Delhi

ANNEXURE : PRICE LIST

NICSI/SOFTWARE ROLLOUT AND MAINTENANCE/E-VIDHAN/2015/29

1) Vendor Name : M/s Corporate Care

All Figures in Rupees

Sr. No	Cleaning Resources	Prescribed Payment per month (in Rs.)	Employee's Contribution		Employer's Contribution		Annual Increment (in Rs.)	Agency Charges
			(-) EPF From (i)	(-) ESIC From (i)	(+) EPF To (i)	(+) ESIC To (i)		
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(XC)
			12% of (i)	1.75% of (i)	13.36% of (i)	4.75% of (i)	6% of (i)	of (i)
1.	Cleaning Manpower	10000 (per person)	Mandatory wherever applicable	Mandatory wherever applicable	Mandatory wherever applicable	Mandatory wherever applicable	600	%
2.	Cleaning Material*	3000	NA	NA	NA	NA	180	NA

NOTE:

- The number of Months/Resources may be increased/decreased as per requirement of the user department.
- Service Tax Extra as applicable from time to time.

***Details of Housekeeping items (Materials) to be provided as per prescribed payment per month per Cleaning material**

Sl.No.	Name of Items	Brand Name	Quantity per month
1	Liquid Hand-Soap	Homocol-ISI Mark	2 Ltr.
2	Urinal/Sanitary Cub	Homocol-ISI Mark	10 Pkt
3	Vim/Surf/Power	-----	5Kgs
4	Cleanzo	-----	2.5 Ltr.
5	Harpic	-----	750 ML
6	Collin	ISI Mark	1500 ML
7	Room Freshener	Sandal/Jasmine	5 Bottles
8	Air Freshener	Odonil/Sandal/Jasmine	20Pkt



Annexure- Educational Qualifications

Educational Qualifications and Experience of
Cleaning Resources for e-Vidhan Wing

Sr. No.	Cleaning Resources	Minimum Educational Qualifications	Minimum Experience
1.	Cleaning Manpower	5 th Pass	1 years' experience in Cleaning Services



Annexure - I

(A) e-Vidhan Manpower for Smooth working of e-Vidhan System

Sr. No.	Name of Existing Post(s)	Gross Salary* Per person per month (Rs.)	No. of Post(s)
Specialised Core Manpower			
1.	Database Administrator	27,000	1
2.	Web Administrator	27,000	1
3.	Programmer	27,000	1
4.	Network Engineer	27,000	2
Support Manpower			
5.	Technical Support Professional	27,000	2
6.	Operational Manager	27,000	4
Operation Assistance Manpower			
7.	Operation Assistant	21,600	9
FMS Manpower			
8.	Driver	17,600	1
9.	Messenger	14,800	1
Total Posts			22

(B) Cleaning Resources for e-Vidhan Wing

Sr. No.	Cleaning Resources	Gross Salary Per person per month (Rs.)	No. of Resources
1.	Cleaning Manpower with cleaning material	10000	2

**Job Profile of various Posts of e-Vidhan Wing
for continuous smooth working and maintenance of e-Vidhan System**

Sr. No.	Type of Post (Designation)	Job Profile
1.	Database Administrator	DATA Servers of e-Vidhan System: Management of Data Servers at GOI Cloud Delhi and Local Data Servers at State Legislative Assembly. Data/Audio/Video Backups/Recoveries.
2.	Web Administrator	WEB Servers of e-Vidhan System: Management of Web Servers at GOI Cloud Delhi and Local Web Servers at State Legislative Assembly.
3.	Programmer	Software Code of e-Vidhan System: Maintenance/ Up-gradation of code of e-Vidhan software.
4.	Network Engineer	Management of Local Area Network and computers/printers at State Legislative Assembly and MLA Hostels.
5.	Technical Support Professional	Trainings to MLAs, Legislative Assembly Secretariat, Government Secretariat, Government Departments and Media.
6.	Operational Manager	Management of Software Operations: Day-to-Day Technical field Support to MLAs, Legislative Assembly Secretariat, Government Secretariat, Government Departments and Media. Providing Services in e-Facilitation Centre for MLAs. Supervision of jobs of Operation Assistants.
7.	Operation Assistant	Assistance in Software Operations: Day-to-Day Technical Assistance to MLAs, Legislative Assembly Secretariat, Government Secretariat, Government Departments and Media as per guidance of Operational Managers. Providing Services in e-Facilitation Centre for MLAs. Data entry, handling files and drafting letters/reports.
8.	Driver	Vehicle for travelling of the e-Vidhan Staff between Vidhan Sabha Shimla & Vidhan Sabha Dharamsala, all constituencies for capacity building, attending meetings regarding e-Vidhan with various departments at Shimla, Delhi for the purpose of executing e-Vidhan system successfully.
9.	Messenger	Assistance in diary/despatch work, Delivering letters/documents to departments, Transporting equipments /items & setting up temporary e-Vidhan labs in constituencies during trainings. Opening/Closing rooms of e-Vidhan Wing.

**(A) e-Vidhan Manpower for Smooth working of e-Vidhan System
Minimum Educational Qualifications and Minimum Experience**

Sr. No.	Name of Posts	Prescribed Educational Qualifications	Minimum Experience (Preference for Award Winning Project)
1.	Database Administrator	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	2 years' experience in database administration of SQL Servers and SAN
2.	Web Administrator	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	2 years' experience in web administration of .NET MVC, WPF/WCF applications and mobile apps
3.	Programmer	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	2 years' experience in programming of .NET MVC, WPF/WCF applications and mobile apps
4.	Network Engineer	BE/B. Tech (Computer Science/Information Technology/ Electronics & Communication) / MCA or equivalent	2 years' experience in networking, management of computers and peripherals
5.	Technical Support Professional	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	2 years' experience in providing IT trainings
6.	Operational Manager	BE/B. Tech (Computer Science/Information Technology) / MCA or equivalent	2 years' experience in providing IT support and IT operations management
		or M.Sc. (CS/IT)	3 years' experience in providing IT support and IT operations management
		or Graduate with one year "A" LEVEL of DOEACC (NIELIT)/ equivalent PGDCA Course	4 years' experience in providing IT support and IT operations management
		or Three years Diploma from Polytechnic in Computer Science/Engineering/IT	5 years' experience in providing IT support and IT operations management
7.	Operation Assistant	10+2 or equivalent, Computer typing speed of 30 WPM in English & 25 WPM in Hindi and basic knowledge of CS/IT	2 years' experience in providing IT operations assistance, data entry, handling files and drafting letters/reports
8.	Driver	10 th or equivalent and driving Licence of 4 wheeler	2 years' experience in driving 4 wheeler vehicle
9.	Messenger	8 th Pass	2 years' experience in jobs of messenger

**(B) Cleaning Resources for e-Vidhan Wing
Minimum Educational Qualifications and Minimum Experience**

Sr. No.	Cleaning Resources	Minimum Educational Qualifications	Minimum Experience
1.	Cleaning Manpower	5 th Pass	1 years' experience in Cleaning Services

No. Fin(C)-B(15)-8/2013
Government of Himachal Pradesh
Finance (Regulation) Department

Dated: Shimla-171002, the

01-7-2017

From

The Additional Chief Secretary (Finance) to the
Government of Himachal Pradesh.

To

1. All the Administrative Secretaries to the Govt. of H.P.
2. The Secretary to the Governor, H.P. Shimla.
3. The Secretary, H.P. Vidhan Sabha, Shimla.
4. All the Division Commissioner in H.P.
5. All the Deputy Commissioner in H.P.
6. All the Head of Departments in H.P.

Subject: Policy guidelines regarding staff deployed in Government departments by service providers on outsourcing basis.

Sir,

The undersigned is directed to say that the matter regarding framing policy in favour of outsourced staff for safeguarding the working conditions of the persons engaged on outsourcing basis by the service providers/contractors etc., was under consideration of the Government. Now, keeping in view the provisions in the HP Financial Rule, 2009, following policy guidelines are issued by the State Government to govern the services of the persons engaged on outsource basis in various departments through service providers:-

- (1) Outsourcing of Services by the departments may be done only with the approval of the State Government.
- (2) The provisions of HP Financial Rules, 2009 would be adhered to while outsourcing services in the interest of economy and efficiency and to improve public service delivery.
- (3) Departments would ensure that Service Providers provide eligible statutory benefits such as ESI Contribution, EPF contribution to the worker/ employees employed by them, by due date.

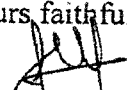
- 3 —
- (4) The Government Department will consider increase in the contracted amount payable to the service providers/ contractors to enable them to enhance emoluments of staff engaged by them, whenever the State Government increases minimum wages.
 - (5) The staff hired by Service Providers will be entitled to the Maternity leave as per the provisions of the Maternity Benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department through the service providers.
 - (6) The staff of service providers will be entitled to such holidays, as may be approved by the department taking into account the requirement of the respective department.
 - (7) Employees/ staff hired by Service Providers, providing services to Government Departments will be entitled to medical leave of 06 (six) days in a calendar year which will not be carried forward to the next calendar year. The cost of this Medical leave would be borne by the concerned Government department.
 - (8) In case there is a need for the staff of Service Providers to travel outside Headquarters, the concerned department may allow payment, as part of the Service contract for Daily Allowance upto @Rs.130/- per day for travel within the State and Rs.200/- per day, outside the State.
 - (9) Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Department.
 - ✓(10) It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method, into his account by the service provider. The payment of salary is to be made by 7th of next month.
 - ✓(11) The Department will periodically ensure that service providing agency makes full payment of prescribed wages and other benefits like ESI and EPF etc.
 - ✓(12) In case default is found in this regard or there is any complaint from staff of Service Provider regarding non payment of wages

and benefits, the department shall take necessary action against the Service Provider.

2. All the departments are to ensure that while contracting the services on outsourcing basis, the provisions of the HP Financial Rules 2009 are strictly adhered to and the above guidelines may also be kept in view in respect of such outsourced staff.

3. Further, aforesaid policy guidelines may kindly be brought to the notice of all concerned as well as service providers for strict compliance and the receipt of the same may also be acknowledged.

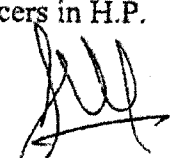
Yours faithfully,


Special Secretary (Finance) to the
Government of Himachal Pradesh.

Endst. No. Fin(C)-B(15)-8/2013 dated: Shimla -171002, 01-7-2017

Copy to:-

1. The Secretary, Lokayukta, Pine Grove Building, Shimla-02.
2. The Registrar General, H.P. High Court, Shimla, H.P.
3. All District & Session Judges in H.P.
4. The Secretary, H.P.P.S.C., Nigam Vihar, Shimla-02.
5. The Secretary, H.P. Electricity Regulatory Commission, Shimla.
6. The Secretary, H.P. Subordinate Service Selection Board, Hamirpur.
7. The Registrar, H.P. State Consumer Commission, Shimla.
8. The Resident Commissioner, H.P. Himachal Pradesh, Sikandra Road, New Delhi.
9. The Resident Commissioner, Pangi, Distt. Chamba, H.P.
10. The Deputy Commissioner, Relief & Rehabilitation, Bias Project, Raja Ka Talab, Kangra, H.P.
11. All District Treasury Officers/Treasury Officers in H.P.
12. Guard File.


Special Secretary (Finance) to the
Government of Himachal Pradesh.