

**ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION**

**No. OP2/843(2)/2001-MED**

**OFFICE OF THE VC & MD,  
MSRD, HYDERABAD-20, Dt.  
28.04.2001.**

**CIRCULAR No. 12/2001-MED, Dt. 28.04.2001**

**SUB : — CONTRACTS: - Awarding of Contracts relating to Sweeping & Washing of Buses at Garages and Bus Stations, Garage premises and Bus stations - Additional guidelines issued - Reg.**

**REF:— Circular No. PD. 106/1999, Dt. 22.11.99.**

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**1.0. Comprehensive guidelines were issued on contract works relating to Sweeping & Washing of Buses at Garage premises and Bus Stations, cleaning of Garage premises and Bus stations, vide Circular cited above. The following aspects were covered in detail in the said Circular.**

- a) Procedure for entering agreement for Sweeping, Washing of Buses, maintenance of Bus stations and Garage premises etc.,**
- b) Responsibility of the contractor, payment of wages to the staff engaged by the contractor (minimum wages. PF etc.,) age limitation of the staff engaged.**
- c) Terms related to cancellation and continuation of contract.**
- d) Responsibility of the Contractor in the event of injuries / death of the persons engaged by the contractor.**
- e) Estimation of the work performed by the contractor during the month and release of payments.**

**2.0. Based on the guidelines issued from time to time most of the Depots/Units have entered into contract agreements for the maintenance of Garages and Bus Stations, Sweeping and Washing of Buses etc.,. Some Depots have entrusted \*\* upholstery maintenance of special type of Buses " viz., head rest covers, seat covers etc., on contract.**

**2.1. On scrutiny of the expenditure details gathered from different Depots / Units it is noted that the amount incurred per bus are varying drastically from Depot to Depot. It is observed that Depots are not having adequate clarity on grouping of contract works. Also rates given for the same kind of contract work at different Depots of the same Region are varying significantly from Depot to Depot. Thus, there is lot of scope to reduce the expenditure at some of the units on the contract works.**

**3.0. It is now decided to prescribe certain guidelines to adopt uniform method at Regional / Unit level for finalising tenders and entering into agreements. The following guidelines are issued for strict adherence to avoid aberrations with regard to job description, rates and other related aspects.**

- a) Regional Manager shall constitute a committee consisting of Dy.CME / DVM and AO of the Region to look after the allotment of contracts.**
- b) The committee shall scrutinise the actions / activities from the initial stage of publication of tenders to finalisation of contracts and submit recommendations about each contract work.**
- c) Regional Manager shall scrutinise the proposals of the committee and send the proposals for the sanction of ED(Z).**
- d) After obtaining the sanction of the ED(Z), agreement shall be signed by the Contractor and the Regional Manager for each contract work in prescribed format.**

**4.0. The committee vested with the responsibility of tender finalisation shall examine the following aspects in detail.**

Tender notice shall be published in district edition of " daily telugu news paper having maximum circulation in the district".

Tender notice shall be exhibited in all Bus Stations. Garages & Office notice boards of the district.

Wide publicity shall be given through press to the extent possible to reach the people interested in participating in tenders.

The minimum number of persons to be engaged for each specific job per shift / day. Minimum wages to be paid to each worker to be engaged by the contractor as per the minimum wages act. Deduction of amounts towards PF, ESI, Income Tax and fulfillment of any other statutory requirements etc., shall be clearly mentioned in tender form.

Wide publicity helps to get competitive rates for various kinds of contract works. The committee shall minimise the variations in the rates "for the same kind of job" at different Depots/Bus stations/Units of the District/Region. The committee shall negotiate with the tenderers wherever necessary to minimise variations in the rates for the same kind of job within the Region. For the same jobs, where there is a variation in rates from one Depot to another Depot, the reasons for such variation may be recorded by the committee. The committee shall study the past record of the contractor, before taking final decision for allotment.

5.0. It is noted that the contract works, related to upkeep of Buses are not properly defined / segregated. For example, some units have allotted contract works for washing & Ironing of seat covers on the basis set/bus whereas in some other units this work was allotted on piece rate basis. It is therefore decided to classify the contract works as given below.

- i) Sweeping of Bus irrespective of Type of coach i.e., Common for all types of Buses.
- ii) External washing of Bus (Excluding under chassis washing) irrespective of type of coach. This can be divided into a) With conventional washing plant and b) With Automatic washing plant and separate rates may be agreed to.
- iii) a) Full washing (MWP) of Buses which includes exterior, interior, under chassis washing, cleaning of shutter glasses and frames and b) Dusting of seats after washing. This can be grouped into four categories and separate rates may be agreed to:
  - A) ORDINARY / EXPRESS
  - B) LUXURY / METRO LINER
  - C) HI-TECH / AC
  - D) MAYURI SLEEPER
- iv) Washing and Ironing of seat covers / Head rest covers. Rate shall be fixed per set required for Bus. This may be grouped into two categories.
  - A) Head rest cover set of LUXURY / METRO LINER / HI-TECH
  - B) Full seat cover set of LUXURY / METRO LINER / HI-TECH
- v) Maintenance of audio system in Luxury / Hi-tech (Common) including provision of attender.
- vi) Maintenance of video system in Hi-tech including provision of attender and minimum two video cassettes per round trip.

**NOTE:—** Any other specific works which do not fall in the above categories may be decided by the Regional Manager.

6.0. The Regional Managers are advised to follow the guidelines furnished above in addition to the instructions issued vide Circular cited at reference for entrusting the contract works to the out side agencies.

Executive Director (Z)s are requested to review the contract works entrusted by the units under their control.

7.0. The general conditions which are clearly envisaged in the Circular cited above stands good.

**The above guidelines are issued to eliminate the aberrations in the method of allocation of works on contract and to control the expenditure on contract works.**

**8.0. Copies of the draft agreements that are to be entered into with the contractor for the following items of works, are enclosed for necessary action.**

- 1) Agreement for cleaning, sweeping and washing of Buses - ANNEXURE - A.**
- 2) Agreement for Washing and Ironing of two seater covers / Head rest covers -ANNEXURE - B.**
- 3) Agreement for Audio / Video system including provision of Attender -ANNEXURE - C.**

**9.0. All Regional Managers and Executive Directors, Zones are advised to take necessary action. These guidelines come into force with immediate effect.**

**Please acknowledge the receipt of the Circular.**

**Sd/-**

**(R. P. SINGH)**

**Vice Chairman & Managing Director**

**// ATTESTED //**

**(P.ARJUNA)**

**Executive Director (E)**

AGREEMENT FOR CLEANING, SWEEPING AND WASHING OF BUSES  
DEED OF CONTRACT

This agreement is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ between the \_\_\_\_\_ APSRTC of the First Part (hereinafter called the Licensor) and Sri \_\_\_\_\_ S/o \_\_\_\_\_ aged about \_\_\_\_\_ years, Resident of \_\_\_\_\_ of the Second Part (hereinafter called the licensee).

2. Whereas the Licensor desirous to entrust the work of cleaning, sweeping and washing of buses at \_\_\_\_\_ APSRTC DEPOT. For this purpose, tenders have been called for from the interested persons for undertaking the said work.
3. Whereas the licensee sought an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as monthly remuneration from the Corporation for undertaking the said work which was accepted by the Licensor.
4. Now this agreement witnesseth that the contractor has to be bound by the following terms and conditions.
5. Whereas the Licensor representing the owner of the Depot and \_\_\_\_\_ buses approximately, is willing to allow Sri \_\_\_\_\_ as a contractor for cleaning, sweeping and washing of buses for a period of \_\_\_\_\_ years with effect from \_\_\_\_\_ to \_\_\_\_\_ on a monthly remuneration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) payable to the contractor as per the terms and conditions set out herein which the contractor has accepted.
6. Whereas the Contractor has agreed to undertake the following works connected with cleaning, sweeping and washing of buses on a monthly remuneration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on the terms and conditions specified by the Licensor and set out more specifically in the following paras.
7. **DETAILS OF WORK AND TERMS AND CONDITIONS:**
  - A) The contractor has to keep the contract area clean and tidy at all times.
  - B) The Contractor shall arrange for Sweeping and cleaning inside of all the buses.
  - C) The contractor shall arrange for \_\_\_\_\_
    - i) Sweeping, cleaning inside of all the buses at the place shown by the Licensor.
    - ii) External washing of buses (excluding under chassis washing) irrespective of type of coach with convention washing plant/with automatic washing plant.
    - iii) Full washing (minimum washing programme) of the following group of buses which includes exterior, interior, under chassis washing, cleaning of shutter glasses and frames.
      - a) Ordinary/Express buses
      - b) Luxury/Metroliner buses
      - c) Hi-Tech/ AC buses
      - d) Mayuri Sleeper buses

**NOTE:—** Wet cloth cleaning shall be done for all the glasses and seats of all these vehicles in absence of power or generator.

**Minimum Washing programme means \_\_\_\_\_**

- a) Washing of saloon interior including roof thoroughly.
- b) cleaning of window glasses and saloon glasses, cabin glasses with detergent solution to remove the oily muck.
- c) brush washing of roof top and housing down the accumulated mud between roof and the luggage carrier.

- d) under chassis washing to remove all accumulated mud from the under chassis and body.
  - e) exterior body washing by wet brushing and housing of all the identified buses every day.
- iv) cleaning all the seats/glasses of following group of buses with dry cloth, after washing
- a) Ordinary/Express buses
  - b) Luxury/Hi-Tech/Sleeper Coach/Metro Express/ Metro Liners.
8. The contractor and his workers shall not drive the vehicles of APSRTC inside or outside the garage premises.
9. The contractor and the persons engaged by him for the work are subjected to security check while incoming and outgoing of the Garage premises.
10. The contractor shall arrange for watering the plants and ensure proper growth and protection of the plants in the contract area.
11. The contractor shall also be responsible for the safety of the tools and plant and other items like electrical fittings, furniture and other property of the Corporation within the contract area.
12. All the tools, material etc., required to carry out the above works are to be brought and minor repairs if any by the Contractor himself.
13. The contractor should engage the persons of ABOVE 58 YEARS OF AGE FOR THE WORK.
14. The contractor has to supply proper Uniform to the workers and identify plates also to the workers at his cost. No worker be allowed without identify plate and uniform. The workers should contact the supervisor on duty at depot before and after spell of his/her duty and furnish the position from time to time.
15. The contractor shall pay Minimum wages to the labour engaged by him at the rates not less than the Minimum Wages as notified by the Government from time to time, in the presence of the Depot Manager/Supervisor, failing which the difference of wages will be deducted from the Security Deposit/Monthly licence fee. He is responsible for any objections, disputes raised either by Labour Department or the workers on any payments to be made to the workers and on any penalties levied by the Government.
16. The contractor has to obtain licence from the Licensing Officer under Contract Labour (Regulation & Abolition) Act, 1970 to carry-out the work entrusted to him under this Agreement and submit a copy of the same to the Licensor and to the concerned Depot Manager before commencement of the contract.
17. The Contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there under from time to time like Contract Labour (R&A) Act, 1970; Payment of minimum wages, Provident Fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
18. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF amounts from the wages of the persons engaged by Contractor and recovering the matching contribution (employer's share) together with administrative and inspection charges, EDLIF, ESI and any other recoveries that are to be made from the persons engaged by the licensee at the rates prescribed, from time to time.

The contractor shall remit the PF/EDLIF amounts in respect of the persons engaged by him, to the Regional Provident Fund Commissioner on the Code Number obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly license fee. If he is not allotted with the Code Number of the RPF Commissioner the amounts are to be remitted into PF Trust of the Corporation. Similarly he has to remit the ESI contributions to the ESI Authorities and produce the proof to that effect every month to the Unit Officer, before getting monthly licence fee.

The Contractor is liable for any obligation arise out of his contract in respect of labour engaged by him.

The contractor has to contact the Labour Department and to maintain the registers as required under Law and as required by the Corporation and the same have to be produced for verification of the inspecting officials.

No compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION the arrangements made by him to fulfil his obligation arising out of this clause by way of an Insurance Policy.

The Contractor shall insure the lives of the Labour engaged by him for any eventual risks that might crop-up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims/ compensation for disability or loss of life of the labour and damage to the equipment pertaining to APSRTC, if any.

The Contractor has to pay security deposit Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) within the stipulated time and to maintain the same amount as Security Deposit during the total period of contract. The Security deposit will not carry any interest.

The Security Deposit is refundable on the expiry of the period of license without interest and subject to due performance and fulfillment of agreement conditions.

- (a) The security deposit paid by the Contractor is liable to be forfeited in the event of non - commencement-of maintenance work/service contract after depositing SD within the stipulated time as per the allotment order or breach of any of the terms & conditions of the Tender form besides termination of contract.
- (b) The security deposit amount is liable to be forfeited in the event of non submission of Deed of licence, after payment of the security deposit amount and commencement of business/service contract.

The contractor is liable to pay the damages if any caused to the premises or movable/immovable property of the Corporation by him or by his agents or representatives as determined by the licensor. The Contractor shall have the right to recover such amounts towards damages caused, from the monthly remuneration or Security Deposit of the Contractor.

The licence shall be terminable with a three months advance notice on either side. However the licensor shall have the right to terminate the licence (contract) with a month's notice if in his opinion the business/corvice contract is not satisfactory and his decision in this regard shall be final. The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving 3 months notice to the Corporation.

29. The Security Deposit is liable to be forfeited in case the contractor fails to execute the contract for the period agreed to under the contract.
30. In case of misbehavior, assault on employees of the Andhra Pradesh State Road Transport Corporation by the Contractor or his representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.
31. The allotment of contract shall be on -NON-EXCLUSIVE ie., the Corporation shall have right to grant licence to more than one licence to do same type of business/ service contract in the same premises.
32. The contractor has to produce a certificate about his performance every month on • or before 5th of succeeding month from the concerned Authority on the satisfactory

performance of the work to the concerned Depot Manager/Unit Officer for arranging payment of monthly remuneration which will normally be arranged before 10th of the succeeding month.

33. The licence is liable for termination in the event of the contractor failing to do the business/service contract (for which the licence is granted) for a continuous period of 90 days, which shall also carry necessary penalties and forfeiture of security deposit.
34. In the event of death of contractor, the validity of licence shall cease to exist. However, the licensor may permit the Legal Heir of the Contractor to run the business/ service contract on the same Terms and conditions for the remaining period of Licence, on execution of fresh Deed of Agreement, by such Heir only in case of acceptance by Corporation.
35. The rights given under this contract are not transferable.
36. The Contractor should adhere to all Acts & Laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the licensee.
37. The workers employed by the Contractor shall not have any right or claim whatsoever for employment in APSRTC at a future date.
38. In the event of any statutory authority imposes any punishment like fines etc., and if the Corporation is made a party in such penal action the Corporation has got the authority to keep such amount due to the Contractor like remuneration/ security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions may also be reason for termination of contract.
39. The Contractor will have his work contract supervised by DM/ Supervisor regularly or any authority superior to him.
40. On the expiry of the period of licence or on its termination, as the case may be the Contractor shall handover the equipments if any to the Depot Manager/ \_\_\_\_\_ duly handing over the contract.
41. The Contractor shall pay all the taxes under the Central and State Acts/Rules made thereunder, applicable to the business. The Corporation is not liable for the penalties in view of non-payment of taxes or default therein. Any default, nonpayment of taxes to statutory authorities will cause termination of licence and vacation of premises.
42. In all disputes in case of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, APSRTC shall be final.
43. All the above terms & conditions will form part of agreement entered with the Contractor and the Contractor will be bound by these conditions in addition to any other conditions prescribed by the Corporation during subsisting period of contract. The Corporation is having right to incorporate any fresh clauses or delete any existing clause in agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR**

**SIGNATURES ON**

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2001.

**WITNESS:**

**CONTRACTOR**

**LICENSOR**

**AGREEMENT FOR WASHING AND IRONING OF FULL SEAT COVERS/HEAD REST**

**COVERS**

**DEED OF CONTRACT**

**THIS AGREEMENT made this on the \_\_\_ day of \_\_\_ 2001.**

**BETWEEN**

**The Andhra Pradesh State Road Transport Corporation represented by its VICE-CHAIRMAN & MANAGING DIRECTOR which term shall include such of the officers who are authorised to sign the Agreement on behalf of Corporation (hereinafter called the Licensor) of the FIRST PART.**

**AND**

**Sri/Smt. \_\_\_\_\_ W/o,S/o\_ \_\_\_\_\_ Age \_\_\_\_\_ years, H.No. \_\_\_\_\_ R/ \_\_\_\_\_, Tq. \_\_\_\_\_ .District \_\_\_\_\_ which terms shall mean and include all his/her successors, executors, assigns, etc., (hereinafter called the LICENSEE) of the SECOND PART.**

**WHEREAS it is necessary for allotment of contract for washing and ironing of Full Seat covers/head rest covers duly washed.**

**WHEREAS the licensee offered for various works per bus per month towards remuneration for maintenance of above contract at \_\_\_\_\_ depot for Depot for a period of \_\_\_ years from \_\_\_\_\_ to \_\_\_\_\_ (in words) \_\_\_\_\_ as indicated hereunder:**

**The Contract briefly includes the following jobs:**

- |                                      |                |            |
|--------------------------------------|----------------|------------|
| <b>1) Head Rest Covers Set of</b>    | <b>Per Set</b> | <b>Rs.</b> |
| <b>Luxury/ Metro Liners/ Hi-Tech</b> | <b>Per Bus</b> |            |
| <b>2) Full Seat covers of</b>        | <b>Per Set</b> | <b>Rs.</b> |
| <b>Luxury/Metro Liner/Hi-Tech</b>    | <b>Per bus</b> |            |

**NOW THIS AGREEMENT WITNESETH AS FOLLOWS**

- 1. The Licence is for Washing and Ironing of full Seat Covers/Head Rest covers in the following categories \_\_\_\_\_**
  - a) Head Rest Covers set of Luxury/Metro Liner/Hi-Tech**
  - b) Full Set Covers set of Luxury/Metro Liner/Hi-Tech**
- 2. a. The licence period is \_\_\_ years only i e., from \_\_\_\_\_ to \_\_\_\_\_ (in words)**
  - b) Whereas the licensor offered a sum of Rs. \_\_\_ per bus per month towards remuneration.**
- 3. The contractor shall run the above maintenance contract at \_\_\_\_\_ depot for a minimum period of \_\_\_ years from the date of entering into an agreement. If the contractor desires to discontinue his contract whatsoever reasons, before completion of minimum period of \_\_\_ years he/ she has to pay the balance amount which falls short of the amount/rent/ remuneration equivalent to one year licence fee.**



4. The contractor shall provide full seat cover/head rest covers of approved shade of cloth to the buses at his own cost. Further he has to arrange for washing, ironing and changing of full seat covers/head rest covers of all the seats in the buses daily while departing from the Depots. The Washing & ironing of full seat covers/head rest covers shall have to be certified by the respective Traffic or Mechanical Supervisors as the case may be.
5. The contractor shall arrange washing and ironing of full seat covers/head rest covers of the bus duly providing the same by the licensee at his own cost.
6. The Corporation reserves the right of permitting Advertisements on the head rest covers.
7. The contractor and his workers shall not drive the vehicles of APSRTC inside or outside the garage premises.
8. The contractor and the persons engaged by him for the work are subjected to security check while incoming and outgoing of the Garage premises.
9. The contractor shall arrange for watering the plants and ensure proper growth and protection of the plants in the contract area.
10. The contractor shall also responsible for the safety of the tools and plant and other items like electrical fittings, furniture and other property of the Corporation within the contract area.
11. All the tools, material etc., required to carryout the above works are to be brought and minor repairs if any by the Contractor himself.
12. THE contractor should engage the persons of ABOVE 58 YEARS OF AGE FOR THE WORK.
13. The contractor has to supply proper Uniform to the workers and identify plates also to the workers at his cost. No worker be allowed without identify plate and uniform. The workers should contact the supervisor on duty at depot before and after spell of his/her duty and furnish the position from time to time.
14. The contractor shall pay Minimum wages to the labour engaged by him at the rates not less than the Minimum Wages as notified by the Government from time totime, in the presence of the Depot Manager/Supervisor, failing which the difference of wages will be deducted from the Security Deposit/Monthly licence fee. He is responsible for any objections, disputes raised either by Labour Department or the workers on any payments to be made to the workers and on any penalties levied by the Government.
15. The contractor has to obtain licence from the Licensing Officer under Contract Labour (Regulation 8B Abolition) Act, 1970 to carry-out the work entrusted to him under this Agreement and submit a copy of the same to the Licensor and to the concerned Depot Manager before commencement of the contract.
16. The Contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there under from time to time like Contract Labour (R&A) Act, 1970; Payment of minimum wages, Provident Fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
17. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF amounts from the wages of the persons engaged by Contractor and recovering the matching contribution ,

(employer's share) together with administrative and inspection charges, EDLIF, ESI and any other recoveries that are to be made from the persons engaged by the licensee at the rates prescribed, from time to time.

18. The contractor shall remit the PF/ EDLIF amounts in respect of the persons engaged by him, to the Regional Provident Fund Commissioner on the Code Number obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly license fee. If he is not allotted with the Code Number of the RPF Commissioner the amounts are to be remitted into PF Trust of the Corporation. Similarly he has to remit the ESI contributions to the ESI Authorities and produce the proof to that effect every month to the Unit Officer, before getting monthly licence fee.
19. The Contractor is liable for any obligation arise out of his contract in respect of labour engaged by him.
20. The contractor has to contact the Labour Department and to maintain the registers as required under Law and as required by the Corporation and the same have to be produced for verification of the inspecting officials.
21. No compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
22. The Contractor shall insure the lives of the Labour engaged by him for any eventual risks that might crop-up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims/ compensation for disability or loss of life of the labour and damage to the equipment pertaining to APSRTC, if any.
23. The Contractor has to pay security deposit Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ ) within the stipulated time and to maintain the same amount as Security Deposit during the total period of contract. The Security deposit will not carry any interest.
24. The Security Deposit is refundable on the expiry of the period of licence without interest and subject to due performance and fulfillment of agreement conditions.
25.
  - (a) The security deposit paid by the Contractor is liable to be forfeited in the event of non-commencement of maintenance work/service contract after depositing SD within the stipulated time as per the allotment order or breach of any of the terms 8B conditions of the Tender form besides termination of contract.
  - (b) The security deposit amount is liable to be forfeited in the event of non submission of Deed of licence, after payment of the security deposit amount and commencement of business/service contract.
26. The contractor is liable to pay the damages if any caused to the premises or movable /immovable property of the Corporation by him or by his agents or representatives as determined by the licensor. The Contractor shall have the right to recover such amounts towards damages caused, from the monthly remuneration or Security Deposit of the Contractor.
27. The licence shall be terminable with a three months advance notice on either side. However the licensor shall have the right to terminate the licence (contract) with a month's notice if in his opinion the business/corvice contract is not satisfactory and his decision in this regard shall be final. The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving 3 months notice to the Corporation.

28. **The Security Deposit is liable to be forfeited in case the contractor fails to execute the contract for the period agreed to under the contract.**
29. **In case of misbehavior, assault on employees of the Andhra Pradesh State Road Transport Corporation by the Contractor or his representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.**
30. **The allotment of contract shall be on -NONEXCLUSIVE ie., the Corporation shall have right to grant licence to more than one licence to do same type of business/ service contract in the same premises.**
31. **The contractor has to produce a certificate about his performance every month on or before 5th of succeeding month from the concerned Authority on the satisfactory performance of the work to the concerned Depot Manager/Unit Officer for arranging payment of monthly remuneration which will normally be arranged before 10th of the succeeding month.**
32. **The licence is liable for termination in the event of the contractor failing to do the business/service contract (for which the licence is granted) for a continuous period of 90 days, which shall also carry necessary penalties and forfeiture of security deposit.**
33. **In the event of death of contractor, the validity of licence shall cease to exist. However, the licensor may permit the Legal Heir of the Contractor to run the business/ service contract on the same Terms and conditions for the remaining period of Licence, on execution of fresh Deed of Agreement, by such Heir only in case of acceptance by Corporation.**
34. **The rights given under this contract are not transferable.**
35. **The Contractor should adhere to all Acts 8B Laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the licensee.**
36. **The workers employed by the Contractor shall not have any right or claim whatsoever for employment in APSRTC at a future date.**
37. **In the event of any statutory authority imposes any punishment like fines etc., and if the Corporation is made a party in such penal action the Corporation has got the authority to keep such amount due to the Contractor like remuneration/ security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions may also be reason for termination of contract.**
38. **The Contractor will have his work contract supervised by DM/Supervisor regularly or any authority superior to him.**
39. **On the expiry of the period of licence or on its termination, as the case may be the Contractor shall handover the equipments if any to the Depot Manager/ \_\_\_\_\_ duly handing over the contract.**
40. **The Contractor shall pay all the taxes under the Central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of non-payment of taxes or default therein. Any default, non payment of taxes to statutory authorities will cause termination of licence and vacation of premises.**
41. **In all disputes in case of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, APSRTC shall be final.**
42. **All the above terms & conditions will form part of agreement entered with the contractor and the licensee will be bound by these conditions in addition to any other conditions prescribed by the Corporation during subsisting period of contract. The Corporation is having right to incorporate any fresh clauses or delete any existing clause in agreement.**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR  
SIGNATURES ON  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2001.**

**WITNESS:**

**CONTRACTOR**

**LICENSOR**

**AGREEMENT FOR AUDIO /VIDEO SYSTEMS AND ITS MAINTENANCE  
(INCLUDING PROVISION OF ATTENDER)**

**DEED OF LICENCE**

**THIS AGREEMENT made this on the \_\_\_\_ day of \_\_\_\_\_ 2001.**

**BETWEEN**

**The Andhra Pradesh State Road Transport Corporation represented by its VICE-CHAIRMAN & MANAGING DIRECTOR which terms shall include such of the officers who are authorised to sign the Agreement on behalf of Corporation (hereinafter called the Licensor) of the FIRST PART.**

**AND**

**\_\_\_\_\_, represented by its Proprietor, Sri \_\_\_\_\_, S/o \_\_\_\_\_, age: \_\_\_\_\_, R/o \_\_\_\_\_ which terms shall mean and include all his/her successors, executors, assigns, etc., (hereinafter called the contractor of the SECOND PART.**

**WHEREAS it is necessary for allotment of contract for \_\_\_\_**

- a) Maintenance of Audio System in Luxury/Hi-Tech (common) including provision of Attender;**
- b) Maintenance of Video System in Hi-Tech including provision of Attender and Minimum two video cassettes per round trip.**

**WHEREAS the licensee offered for various works as indicated at Para 20 per bus per month towards remuneration for maintenance of above contract at \_\_\_\_\_ Depot for a period of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.**

**NOW THIS AGREEMENT WITNESETH AS FOLLOWS**

- 1. The Licence is for providing a) Maintenance of Audio System in Luxury/ Hi-Tech (common) including provision of Attender; b) Maintenance of Video System in Hi Tech including provision of Attender and Minimum two video cassettes per round trip.**
- 2. (a) The licence is valid for \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.  
(b) Whereas the licensee quoted rates as shown at Para No. \_\_\_\_\_ per bus per month towards remuneration.**
- 3. The contractor shall make his own arrangements for procuring necessary equipment and transport for carrying on his business.**
- 4. On the expiry of the period of the licence or on its termination, as the case may be the contractor shall handover the equipment if any to the DM/ \_\_\_\_\_ duly handing over the contract.**
- 5. The contract briefly includes the following jobs:**

<b>S.No.</b>	<b>Nature of work</b>	<b>Per bus per month</b>
a)	<b>Maintenance of Audio System in Luxury/ Hi-Tech (common) including provision of Attender;</b>	
b)	<b>Maintenance of Video System in Hi-Tech including provision of Attender and Minimum two video cassettes per round trip.</b>	

**PROVISION OF ATTENDER:**

6. **The Attender sponsored by the Contractor should come before 30 minutes of departure of the bus, failing which penalty will be imposed as per the ANNEXURE or contract may be terminated duly forfeiting SD amount.**
7.
  - a) **The Contractor shall provide full uniform (i.e., \_\_\_\_\_) along with name plate to all the Attenders at their cost. The Attender shall attend his duties in full uniform to each bus to operate Audio/Video.**
  - b) **The Attender shall invariably wear uniform (provided at the cost of the Contractor) while performing his duty. The Corporation Official, can impose fine / penalty on the Contractor on each occasion, if the Attender fails to wear uniform for whatsoever reasons.**
8. **The Attender should render the services with utmost courteous behaviour towards passengers. Any misbehavior will lead to impose penalty on each occasion. If the same Attender repeats the same irregularity, the Attender shall not be arranged further for the service of the passengers by the Licensee.**
9. **The Attender shall carry with him the identification card and Job Card (Instructions Card) issued by the licensee. The job card shall contain the details of the operation of particulars of the bus and service rendered by the Attender/Contractor.**
10. **No Bus Pass/ Identify Card need be issued to the Attender by the Corporation.**
11. **The Attender shall occupy the space/ seat earmarked for him in the bus and not occupy the seat earmarked for the passengers.**
12. **The Contractor or his Attender shall not entertain any courier or accept unauthorised luggage business.**

**AUDIO/VIDEO PLAYING:**

13. **The Contractor shall supply latest cassetts (such as award winning films) good mythological films only and play four Audio and Two Video Cassetts per bus per day. The system has to be operated by the Attender provided by the licensee.**
14. **The Contractor shall play only good Cassetts, which are having original copy right and certified by the appropriate authorities. And it shall periodically replace once in a month and clean the head, by using good head cleaner. In case any public complaints/ criticism is received action will be taken on the Contractor.**
15. **The Contractor shall arrange to play the Audio/video systems available in the bus by providing their own Audio /Video Cassetts. The Contractor will also take up repairs duly providing the required spares to Audio/ Video at his own cost.**

16. **The Contractor shall bear the cost of damages caused to the system appliances/ instruments, if any to the Audio/Video equipments and in case of theft of Audio/ Video equipment, fitted to the Bus, the Contractor has to replace with the new one of the same model/brand during the subsistence of the Agreement period including the repair charges during the regular maintenance.**
17. **The Attender has to ensure that playing of Audio/Video System shall not cause any inconvenience to the passengers on account of high sound.**
18. **The contractor shall pay Minimum wages to the labour engaged by him at the rates not less than the Minimum Wages as notified by the Government from time to time, in the presence of the Depot Manager/Supervisor, failing which the difference of wages will be deducted from the Security Deposit/Monthly licence fee. He is responsible for any objections, disputes raised either by Labour Department or the workers on any payments to be made to the workers and on any penalties levied by the Government.**
19. **The contractor has to obtain licence from the Licensing Officer under Contract Labour (Regulation 8B Abolition) Act, 1970 to carry-out the work entrusted to him under this Agreement and submit a copy of the same to the Licensor and to the concerned Depot Manager before commencement of the contract.**
20. **The Contractor has to comply with all the provisions of the Acts of Government relating to Labour and Rules and Regulations made there under from time to time like Contract Labour (R&A) Act, 1970; Payment of minimum Provident Fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.**
21. **The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF amounts from the wages of the persons engaged by Contractor and recovering the matching contribution (employer's share) together with administrative and inspection charges, EDLIF, ESI and any other recoveries that are to be made from the persons engaged by the licensee at the rates prescribed, from time to time.**
22. **The contractor shall remit the PF/ EDLIF amounts in respect of the persons engaged by him, to the Regional Provident Fund Commissioner on the Code Number obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly license fee. If he is not allotted with the Code Number of the RPF Commissioner the amounts are to be remitted into PF Trust of the Corporation. Similarly he has to remit the ESI contributions to the ESI Authorities and produce the proof to that effect every month to the Unit Officer, before getting monthly licence fee.**
23. **The Contractor is liable for any obligation arise out of his contract in respect of labour engaged by him.**
24. **The contractor has to contact the Labour Department and to maintain the registers as required under Law and as required by the Corporation and the same have to be produced for verification of the inspecting officials.**
25. **No compensation shall be paid by the Corporation for any injury or death of the workers engaged by the Contractor within the premises of the contract area. The Contractor is liable to bear all expenses and compensation *in* such cases. The**

**contractor shall satisfy the ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.**

- 26. The Contractor shall insure the lives of the Labour engaged by him for any eventual risks that might crop-up in the event of any accident and it shall be the sole responsibility of the contractor to meet all the claims/ compensation for disability or loss of life of the labour and damage to the equipment pertaining to APSRTC, if any.**
- 27. The Contractor has to pay security deposit Rs. \_\_\_\_\_ (Rs. )  
within the stipulated time and to maintain the same amount as Security Deposit during the total period of contract. The Security deposit will not carry any interest.**
- 28. The Security Deposit is refundable on the expiry of the period of licence without interest and subject to due performance and fulfillments of agreement conditions.**
- 29. (a) The security deposit paid by the Contractor is liable to be forfeited in the event of non - commencement of maintenance work/service contract after depositing SD within the stipulated time as per the allotment order or breach of any of the terms & conditions of the Tender form besides termination of contract.  
  
(b) The security deposit amount is liable to be forfeited in the event of non submission of Deed of licence, after payment of the security deposit amount and commencement of business/service contract.**
- 30. The contractor is liable to pay the damages if any caused to the premises or movable/immovable property of the Corporation by him or by his agents or representatives as determined by the licensor. The Contractor shall have the right to recover such amounts towards damages caused, from the monthly remuneration or Security Deposit of the Contractor.**
- 31. The licence shall be terminable with a three months advance notice on either side. However the licensor shall have the right to terminate the licence (contract) with a month's notice if in his opinion the business/coercive contract is not satisfactory and his decision in this regard shall be final. The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving 3 months notice to the Corporation.**
- 32. The Security Deposit is liable to be forfeited in case the contractor fails to execute the contract for the period agreed to under the contract.**
- 33. In case of misbehavior, assault on employees of the Andhra Pradesh State Road Transport Corporation by the Contractor or his representatives/workers will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit.**
- 34. The allotment of contract shall be on NON-EXCLUSIVE ie., the Corporation shall have right to grant licence to more than one licence to do same type of business/ service contract in the same premises.**
- 35. The contractor has to produce a certificate about his performance every month on or before 5th of succeeding month from the concerned Authority on the satisfactory performance of the work to the concerned Depot Manager/Unit Officer for arranging payment of monthly remuneration which will normally be arranged before 10th of the succeeding month.**



36. The licence is liable for termination in the event of the contractor failing to do the business/service contract (for which the licence is granted) for a continuous period of 90 days, which shall also carry necessary penalties and forfeiture of security deposit.
37. In the event of death of contractor, the validity of licence shall cease to exist. However, the licensor may permit the Legal Heir of the Contractor to run the business/ service contract on the same Terms and conditions for the remaining period of Licence, on execution of fresh Deed of Agreement, by such Heir only in case of acceptance by Corporation.
38. The rights given under this contract are not transferable.
37. The Contractor should adhere to all Acts 8B Laws in force applicable to his business and for any violation of such laws, the sole responsibility lies with the licensee.
38. The workers employed by the Contractor shall not have any right or claim whatsoever for employment in APSRTC at a future date.
39. In the event of any statutory authority imposes any punishment like fines etc., and if the Corporation is made a party in such penal action the Corporation has got the authority to keep such amount due to the Contractor like remuneration/ security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions may also be reason for termination of contract.
40. The Contractor will have his work contract supervised by DM/ Supervisor regularly or any authority superior to him.
41. On the expiry of the period of licence or on its termination, as the case may be the Contractor shall handover the equipments if any to the Depot Manager/ \_\_\_\_\_ duly handing over the contract.
42. The Contractor shall pay all the taxes under the Central and State Acts/Rules made there under, applicable to the business. The Corporation is not liable for the penalties in view of non-payment of taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of licence and vacation of premises.
43. The Corporation reserves the right of permitting advertisements on the seat/ berth.
44. The DM shall arrange to keep a 200 page ruled note book, laminated with plastic cover, titled as "suggestions and complaints" Book with the Attender following the bus, who will make available to the passengers to record their suggestions/ complaints etc.
45. All the above terms and conditions will form part of agreement the licensee and the licensee will be bound by these conditions in addition to any other conditions prescribed by the Corporation during subsisting period of contract. The Corporation is having right to incorporate any fresh clauses or delete any existing clause in agreement.

**46. During the agreement period the licensor is at liberty to alter/modify/add/delete in the condition (s) of the agreement in the interest of the public.**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR  
SIGNATURES ON  
DAY OF \_\_\_\_\_ 2001.**

**WITNESS:**

**CONTRACTOR**

**LICENSOR**