NO.OP2/843(2)/2001-MED

OFFICE OF THE VC&MI). MSRD.HYDERABAD-20.

CIRCULAR NO.37/2003-MED, Dt.20.12.2003

SUB:CONTRACTS:- Awarding of contracts relating to Sweeping & Washing of Buses at Garage premises and Bus Stations - Certain recommendations of additions / modifications to be incorporated in the new deed - Instructions issued - Reg

REF:Circular No. 12/2001-MED, 28.04.2001.

Vide Circular cited above, detailed instructions along with proforma of Agreement of Deed were issued to enter into agreement on contract works relating to Sweeping & Washing of Buses at garages & Bus Stations etc,.

Recently, some incidents of theft of RTC materials by the contractor Labourers have been reported at Depots. In order to examine the existing guidelines & deed of contract with a view to avoid such incidents in future, VC&MD has nominated a committee to suggest modifications or additions to be incorporated in the deed of contract for Sweeping & Washing of Buses to avoid such incidents in future.

Accordingly the Committee has examined the above in detail and recommended the following new clauses to be incorporated in the draft deed communicated vide the Circular cited (ANNEXURE-A) at the appropriate places in addition to the existing clauses.

- <u>ITEM 14(A)</u>;- The Contractor shall issue identity cards / employment cards as prescribed under Rule 76 of A.P.Contract Labour(R&A Rules, 1971 duly affixing a passport size photograph of the workmen with signature of the employer(Contactor) on the Photograph. The employment card / identity card shall be issued in triplicate. One copy of the employment card / identity card shall be issued to the contract labour and the other two copies shall be submitted to the Unit Officer concerned. One copy will be retained with the Unit Officer and the other Copy shall be sent to the Security personnel of the Unit for necessary action. The contract labour will not be permitted to enter into the premises without the identity card / identity plate.
- <u>ITEM -27(A)</u>:- The Contractor is vicariously liable for all the acts committed by the Contract labour engaged by him.
- <u>ITEM 27(B)</u>:- In the event of any theft or irregularity which is detrimental to the interest of the Organisation the Corporation will have right to recover the loss caused on account of the same, besides imposing fine / forfeiture of Security Deposit / Termination of the contract depending upon the irregularity.
- <u>ITEM 39(A):</u> The Contractor shall invariably attend the Depot on the date and time as prescribed by the Unit Officer and shall seek instructions on the work contract from DM/Supervisor in case of any sh comings he shall attend to it immediately.
- <u>ITEM 39(B)</u>:- The Contractor shall not engage any persons whose character, credentials and integrity are doubtful in nature and those who are on the record of Police with criminal background. If any such persons are engaged, the contractor is solely responsible for such engagement and he is responsible for all the consequences that may take place during the tenure of his contract.

All the Depot Managers and Unit Officers are advised to incorporate the above new clauses in the deed of contract to eliminate possibilities of thefts of Corporation property by Labourers engaged by the contractors at Bus Depots & Bus Stations.

All the Regional Managers and Divisional Managers are advised to ensure incorporation of above clauses in the deed of contract while entering into contract with outside agencies for Sweeping & Washing of Buses at Depot Garages and Bus Stations in their jurisdiction.

All Executive Directors (Zones)., are advised to review, the implementation of above circular instructions during the review meetings held at Zonal level and ensure the same without deviation.

VICE CHAIRMANMANABING DIRECTCTOR

All Depot Managers,