

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No.SA1/255(129)/06-PO-III

O/o the Managing Director,
Mushirabad, Hyderabad-20,

JOINT PD & MED CIRCULAR NO.22/2007, Dt.25.04.2007

Sub:- **OUT SOURCING** – Carrying out the works pertaining to the duties of Shramiks of the Depot Garages through Out-side Agency – Instructions issued – Regarding.

Ref:- 1) Circular No 1/2002, Dt. 7.2.2002 of MED.
2) Circular No.PD-38/2006, dated 9.9.2006.

- 1) Through the Circular 1st cited, certain activities in the Depot Garages which can be entrusted to outside Agencies and the procedure to be followed thereto have been communicated.
- 2) On a review of the maintenance parameters during the meeting held with the Executive Directors/HODs/RMs with VC&MD on 29.11.2006, it was observed that there are heavy breakdowns due to shortage of personnel in Maintenance Wing, which is causing adverse impact on the maintenance activities in the Depot Garages resulting in negative performance in all Mechanical parameters.
- 3) Hence in order to tide over the present situation and pending decision on filling up of the Mechanic vacancies by Direct Recruitment , it is decided as follows:
 - a) to fill up the existing vacancies (as per Sanctions communicated by Head Office) in the categories of Leading Hands/Mechanics/Artisans and Helpers by promotion from the eligible departmental candidates as per Recruitment Regulations in force; and
 - b) as regards the consequential vacancies in the categories of Shramiks, the activity to be executed by them shall be got done through outside Agency on contract basis.

If there are vacancies left out in the category of Mechanics even after effecting promotions from the eligible Shramiks / Helpers, the activity in vacancies of Mechanics/Artisans may be outsourced on Contract basis in accordance with Circular No. 1/2002, Dated 07.02.2002 cited at reference 1.

- 4) Regarding the outsourcing of activities of Shramiks, the following instructions are issued for compliance:
 - a) The Regional Managers shall get the activities relating to the duties of Shramiks carried out through out side Agency on Contract basis.

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- b) Tenders shall be called for by the Regional Manager of the Region concerned from the Man Power Agencies to provide men required to carry out various works (activities) in the garages to the extent of shortage of man power i.e., Shramiks.
 - c) While calling for tenders, the requirement of specific number of workers to be deployed shift-wise at each of the Depot Garage shall be specified in the Tender Notification and in the Terms & Conditions of the Tender Application.
 - d) Tenders may be called for from the Contractors irrespective of their possession of individual Code No. of PF and ESI.
 - e) The minimum value of the contract shall be assessed based on the following three components:
 - i. The minimum wages payable per month per person @ Rs.2,386/- p.m. as communicated vide Circular No.PD-4/2005, dt.21.2.2005 to the workers required to be deployed for the work.
 - ii. The statutory employer's contributions payable in respect of the workers towards PF, EDLIF and ESI, etc., along with the administrative and inspection charges, wherever applicable.
 - iii. Over and above the value of the aforesaid two components, a profit margin of 7% in all the Units may be considered to be allowed for the contractor.
 - f) The total value of the above said three components shall be notified in the Tender Notification with a condition that no contractor can quote less than that value.
 - g) It should be clearly mentioned in the Notification that if any Contractor quotes less than the above value, such a quotation will automatically be disqualified and the Tender Committee shall not consider such quotation at any cost.
- 5) The contract shall be awarded to the Tenderer who quotes the nearest rates to the floor rate computed under point No.4 (e) above.
- 6) A Committee consisting of Regional Manager, Dy.Chief Mechanical Engineer, Personnel Officer and the Dy. Chief Accounts Officer or Accounts Officer of the Region shall examine the Tenders and negotiate with Tenderers after short-listing the tenders based on the total remuneration quoted and technical back ground of the tenderer. The decision of the Committee is final.
- 7) Other things being equal, the Contractor who is holding PF and ESI Code Nos., shall be given preference.

- 8) The following conditions shall be clearly mentioned in the Terms and conditions of the Tender Application:
- a) The Contractor / Agency should deploy only male candidates against the contracted work.
 - b) The persons to be employed by the contractor shall invariably possess any one of the following qualifications to attend to the contracted works of Shramiks at the Depot Garages in the following order of priority.
 - i. Training in the Basic Training Centre of APSRTC, Hakimpet.
 - ii. ITI qualification and having completed Apprenticeship in RTC (proof to be submitted).
 - iii. ITI qualification.
- 9) The Workers to be deployed by the contractor must be **above 18 years** and **below 35 years** of age as on the date of filing tender.
- 10) The Tenderer should pay through DD an EMD amount @ 2.5% of the total notified value of the work-contract along with Tender Application.
- 11) Successful Tenderer shall have to pay Security Deposit equivalent to two months' contract amount within fifteen days from the date of allotment of tender.
- 12) The successful Contractor / Agency has to furnish the passport size photographs of the workers to be deployed by him for the contracted work, within 15 days of awarding contract containing the Name, Qualification, experience, age, Father's name, residential address of each worker along with Tender Application. **The Contractor shall not change the work men specified without prior approval of Depot manager/ Maintenance Incharge.**
- 13) The contractor has to pay the minimum wage to the worker as prescribed by the Govt. of A.P., from time to time, besides paying employer's contributions towards PF, EDLIF and ESI etc. in respect of the workers.
- 14) The contractor should deploy the no. of workers prescribed against each shift, irrespective of his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangement. **The workmen have to strictly follow the shift timings allotted to them by the Maintenance incharge. The Maintenance incharge is authorized to change their shift duties based on the day to day requirement of men.**
- 15) Incharge Supervisors shall maintain Registers regarding Attendance and works carried out by the men engaged by the Contractor.

- 16) The Incharge Supervisor shall certify the claim submitted by the contractor with reference to the register maintained.
- 17) In case the Contractor deploys any of his family member who are covered under the term "Family Members" as defined under Sub-Section 3 of Section 26 of the Minimum Wages Act, 1948, an Affidavit explaining the relationship and dependency shall be submitted, both by the Contractor as well as the reported family member of the Contractor individually.
- 18) The Successful Contractor should produce the workers whom he proposes to deploy against the work, along with their certificates concerned, before the Tender Committee immediately on finalization of the Tender.
- 19) The tools & plant required for attending the contracted work will be supplied by the Corporation.
- 20) Other things/conditions being equal, the priority in the allotment shall be given, to the "LOWEST TENDERER" who has been registered with Provident Fund and ESI authorities and having PF and ESI Code numbers.
- 21) If the lowest monthly remuneration quoted by any Tenderer (without holding PF & ESI code nos.) is less than the monthly remuneration quoted by the Tenderer holding PF and ESI Code numbers, the Tender Committee shall have right to negotiate with the Tenderer holding PF & ESI code nos. to quote the said lowest monthly remuneration, so as to give preference to him.
- 22) In case, there are more than one Tenderer quoting the same lowest amount, allotment of contract shall be made on the basis of the Lottery and 1st preference shall be given to Tenderers holding PF & ESI Code nos. and 2nd preference shall be given to Tenderers without PF & ESI Registration.
- 23) If any worker of Contractor absents on a particular day, the corresponding amount has to be deducted from the Contractor and such money can be utilised by Depot Manager to engage a Daily Wage Labour from the market and complete the work.
- 24) In the event of the Contractor continuously defaulting and not supplying sufficient number of assigned men regularly, the Regional Manager on the recommendations of DM can terminate the contract with a month's notice . In order to bridge the intervening gap of engaging another Contractor, the ED Zone, is empowered to engage any other Contractor on nomination basis at the rates quoted by the defaulting Contractor for a period of 3 months or till the next tender is finalized or whichever is earlier in accordance with the Circular No.PD-12/2005, dated 28/03/2005.

- 25) EDs of the Zones are hereby authorized to accord sanction for the allotment of the above work contract to the successful contractor, recommended by the Tender Committee. The minimum period of contract shall initially be for a period of TWO years, extendable for one more year on similar terms and conditions and satisfactory performance of the contractor.
- 26) The other instructions issued from time to time in calling for and finalizing of tenders for awarding of work-contracts and the statutory obligations to be observed in respect of the contract labour after their deployment shall be followed accordingly.

Sd/- (V.DINESH REDDY)
VICE CHAIRMAN & MANAGING DIRECTOR.

To
All Officers of the Corporation

// ATTESTED //

DY.CHIEF PERSONNEL MANAGER(A)

- Copy to: AG.RTC Branch, Mushirabad, Hyderabad.
Copy to: Secretary to Corporation, Board Office
Copy to: Secretary to Chairman / PA to VC&MD
Copy to: Dy.CAO(TA&INS) (10 copies)
Copy to: PRO/HO
Copy to: Training Officer/HO, for inclusion in monthly index of Circulars
(4 copies)
Copy to: General Secretary, APSRTC National Mazdoor Union, 20/1,
Vigyanpuri, Vidyanagar, Hyderabad.
Copy to: General Secretary, APSRTC Employees' Union, Satyanarayana
Reddy Marg., Azamabad, Hyderabad.
Copy to: General Secretary, APSRTC Staff & Workers Federation, H.No.1-1-60/4,
N.V.Bhaskara Rao Smaraka Kendram, Hyderabad.
Copy to: General Secretary, APSRTC Security Staff Welfare Association, Hyd.
Copy to: Notice Board & Incharge Record Room.

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No.....

O/o the
Dated.....

TENDER NOTICE

I. Sealed Tenders in the prescribed form are invited from the experienced and interested parties for participating in tenders for the following work at APSRTC.

1. Nature of work _____
2. Place of work: _____
3. Minimum number of workmen
to be deployed for the work per day: _____
4. Minimum Value of the work-contract,
Excluding the profit margin of the
Contractor: _____
5. Period of contract: _____
6. EMD payable: _____

II. The prescribed Tender Form/Application can be had from the Depot Managers in the _____ District between 10.30 to 16.00 hours on all working days from _____ to _____ on payment of Rs. _____ plus sales tax 10% at present as applicable.

III. The interested parties shall submit their Tender Form/Application quoting the "Monthly Remuneration" expected which includes minimum wage payable to the persons engaged, the contributions payable towards Provident Fund, EDLIF and ESI in addition to the minimum profit margin of 7%.

IV. Finalisation of Tenders will be by way of negotiation by the Tender Committee. The decision of the Tender Committee in that regard shall be final.

1. Other things being equal, the tenderer who is holding PF and ESI Code Nos., issued by said authorities shall be given preference.
2. Other things being equal, if more than one Tenderer quote lowest minimum amount of Monthly Remuneration and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTORY.
3. If the Lowest Monthly Remuneration quoted by any Tenderer who does not have PF & ESI Code numbers is less than the Monthly Remuneration quoted by the tenderer holding P.F & ESI Code numbers, the Tender Committee shall have right to negotiate with the Tenderer holding PF & ESI Code numbers so as to give preference to him.

4. The tender forms duly filled in shall be submitted in the tender box kept in the Office of the Regional Manager, APSRTC _____ UPTO 14.00 hours on _____ and the same will be opened at 14.30 hours on _____ on the same day in the presence of the Tenderers or their authorized Representatives.
5. The detailed “Terms and Conditions” relating to the above mentioned work contract will be supplied along with the Tender Form/Application.

(TENDER ISSUING AUTHORITY)

TENDER CONDITIONS

- 1) The successful bidder has to undertake the job of _____ in the contract work spot specified in the tender application.
- 2) The successful bidder has to deploy _____ Male persons only daily at the work-spot to undertake the above said work-contract. This specified number of workmen have to be deployed by the successful bidder at the work-spot daily, irrespective of his liability to extend weekly rest to his workmen, which he has to meet on his own arrangement.
- 3) The period of contract is two years from the date of agreement.
- 4) Earnest Money Deposit is Rs. _____/-
- 5) The EMD prescribed should be paid through crossed Demand Draft drawn in favour of “Dy.Chief Accounts Officer/Accounts Officer, APSRTC, _____ Region” payable at _____ or Money Receipt can be obtained by paying EMD amount at the APSRTC Depot Manager’s Office _____ Depot and in case of failure to enclose the Demand Draft or Money Receipt, as the case may be, in original to the Tender Form/Application submitted, the Tender Form/Application will be rejected. The EMD amount shall not carry any interest.
- 6) EMD is not exempted to any Society/Voluntary Organizations/Institutions/Communities etc.
- 7) In case Earnest Money Deposit paid by the Tenderer is less than what is stipulated in the tender notification or the EMD paid through other means i.e., in a manner other than the stipulated terms and conditions, the tender will be rejected besides forfeiting the Earnest Money Deposit.
- 8) The Corporation is not responsible, if the tenders are held up due to litigation in Hon’ble Courts OR for any other administrative reasons.
- 9) The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.
- 10) Tenders in the name of the minor or on behalf of the minors will be rejected. Tenders once made shall not be permitted to withdraw.
- 11) In case of Firms/Companies/Corporations etc., the authorized representatives can submit the tender application along with authorization letter.

Signature of the Tenderer

- 12) The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for Rs._____ should be enclosed together along with the terms and conditions duly signed on each page. Amount quoted by tenderer towards monthly remuneration should be written in both figures and words clearly and other supporting certificates shall be kept in a sealed cover. In case of any corrections on the monthly remuneration it should be written in both figures and words clearly. In case of any corrections on the monthly remuneration quoted or any other corrections in the tender form, they should be attested by the tenderer, otherwise the tender will be rejected. On the sealed cover, name and address of the tenderer shall be indicated.
- 13) The sealed cover should be placed in a tender box, kept in the office of the Regional Manager, ____ upto 14.00 hrs on _____. The tenders received after the stipulated date and time will not be accepted. Tenders will be opened at _____ hrs., on the same day by the Tender Committee.
- 14) Tender Forms not accompanied by the Demand Draft/Money Receipt, as the case may be, in original towards the requisite EMD; incomplete filled tender forms, Tender form without signature and without Terms & Conditions with signature on each page will be rejected.
- 15) Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by APSRTC will summarily be rejected.
- 16) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- 17) The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 18) The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of TWO YEARS from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the Corporation.
- 19) The Contract shall be terminable with ONE month advance notice by either party.
- 20) The successful tenderer (allottee) has to pay Security Deposit which is equivalent to TWO MONTHS' Remuneration, in cash and enter into an agreement with the Corporation (RM/DM), failing which allotment is liable for cancellation and the EMD paid by him shall be forfeited to the Corporation without any further notice/ intimation. Security Deposit will not carry any interest.

Signature of the Tenderer

- 21) The remuneration will be paid to the successful bidder every month by the Corporation.
- 22) Payment of monthly remuneration will be made only on submission of proper claim duly certified by Maintenance Supervisor and certificate should be given by Incharge Supervisor with reference to day to day work carried out by the Contractor. Incharge Supervisor should maintain a Register recording the attendance of the workers and works carried out.
- 23) In the event of death of Contractor, the contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of Contract on execution of fresh deed of agreement by such legal heir.
- 24) The contractor should not engage persons below the age of 18 years and above the 35 years of age for the work. At any cost child labour i.e. children below 14 years of age, should never be engaged for the contracted work. The Contractor should deploy only male persons who possess any of the following qualifications.
 - i. Training in the Basic Training Center of APSRTC, Hakimpet
 - ii. ITI Qualification and having completed Apprenticeship in APSRTC
 - iii. ITI Qualification.
- 25) The contractor has to supply and Identity Plates to the workers. No worker shall be allowed without Identity Plates. The workers should contact the supervisor on duty at Depot before and after spell of his duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager/ Maintenance incharge.
- 26) The workmen deployed by the Contractor have to strictly follow the shift timings allotted to them by the Maintenance incharge. The Maintenance incharge at any time can change their shift duties based on the day to day requirement.
- 27) The contractor has to pay the wages to the persons engaged by him at the rates not less than the “minimum wages” as fixed by the Commissioner of Labour from time to time. He is responsible for any objections or disputes raised either by the Labour Dept., or the workers on any payments to be made to the workers and on any penalties levied by the Government.
- 28) The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.

Signature of the Tenderer

- 29) 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 with regard to the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
- 30) In case the contractor, who is not in possession of PF and ESI Code Nos., the monthly bill of contract amount shall be paid to him only after deduction of the PF amounts from the wages of the persons engaged by him 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 either from the persons engaged by him or from the contractor at the rates prescribed from time to time as per the instructions issued in this matter.
- 31) The contractor not in possession of PF Code, shall ensure deduction of PF contributions from the wages of the persons engaged by him together with the matching contribution of the employer (contractor) along with the Administrative and Inspection charges at the rates prescribed by the Govt., from time to time and remit to the Secretary, APSRTC PF(Trust), Hyderabad. If the tenderer is in possession of Code No. allotted by the Regional Provident Fund Commissioner, he shall remit the PF deductions to the respective RPFC under intimation to the Depot Manager and he need not remit the PF deductions to APSRTC PF Trust. Similarly, the contractor should remit the ESI contributions to the Authorities concerned under intimation to Corporation. Preference will be given to the tenderer possessing License obtained from the Labour Dept., Code Nos. allotted by the RPFC and ESI.
- 32) In case of the contractor who is in possession of individual PF/ESI Code Nos., obtained from the competent authority, the contractor shall remit the PF/EDLIF amounts in respect of the persons engaged by him, to the appropriate authorities under PF and ESI concerned on the Code No., obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly remuneration.
- 33) The contractor has to contact the Labour Dept., 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.
- 34) The contractor has to obtain license from the Licensing Officer under "Contract Labour (R&A) Act, 1970" to carry out the work contract in question in the contract area in the Establishment of _____ and submit a copy of the same to the Unit Officer/Depot Manager concerned before commencement of the contract.

Signature of the Tenderer

- 35) 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 Payment of Minimum Wages, Provident Fund, EDLIF, ESI, Weekly Off etc., as prescribed by the State Govt., from time to time and submit the proof of compliance along with the Monthly Bill to the Unit Officer/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.
- 36) The Security Deposit is refundable on the expiry of the period of Contract without interest and subject to the performance and fulfillment of agreement conditions.
- 37) (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 Security Deposit within the stipulated time as per the allotment order or breach of any of the terms and 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 License after payment of the security deposit amount and commencement of service contract.
- 38) 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.
- 39) The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about deduction of the PF amounts from wages of the persons engaged by contractor and recovering the matching contribution (employer's EDLIF; ESI) and any other recoveries that are to be made from the persons engaged by the Contractor at the rates prescribed from time to time and its remittance to the Authorities concerned.
- 40) The contractor has to produce a certificate about his performance every month on or before 5th of succeeding month from the authority concerned on the satisfactory performance of the work to the Unit Officer concerned for arranging payment of monthly remuneration which will normally be arranged before 10th of succeeding month.
- 41) The contractor is liable to pay the damages, if any, caused to the premises or movable and immovable property of the Corporation, by him or by his agents or representatives as determined by the Depot Manager. The Depot Manager shall have the right to recover such amounts towards the damages caused from the monthly remuneration or Security Deposit of the contractor. In case the amount is recovered from the Security Deposit, the contractor is liable to recoup the same immediately.

Signature of the Tenderer

- 42) Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract work shall render the contract liable to be terminated duly forfeiting the Security Deposit.
- 43) The Corporation shall have right to terminate the contract with a month's notice, if in its opinion the work of contractor is not satisfactory and its decision in this regard shall be final.
- 44) The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving one month notice to the Corporation.
- 45) 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.
- 46) The contractor is liable for imposition of penalties upto Rs..... , in case of complaints from the staff, officers and public on maintenance of work and the same will be deducted from the remuneration or the Security Deposit, as the case may be. In case, the amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the contract is liable for termination duly forfeiting the Security Deposit. This clause does not stand as a bar for implementing the clause of "termination of contract for improper maintenance". Penalties can be levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer) or any higher authority.
- 47) The Contract is liable for termination in the event of contractor failing to do the contract for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of security deposit.
- 48) The Rights given under the Contract are not transferable.
- 49) The contractor is not permitted to sub-let the contract work to any other sub-contractor.
- 50) In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, Andhra Pradesh State Road Transport Corporation shall be final.
- 51) The workers employed by the contractor/or the contractor himself shall not have any right or claim whatsoever for employment in the Andhra Pradesh State Road Transport Corporation at a future date.

Signature of the Tenderer

- 52) In case of misbehaviour, assault on employees of the Andhra Pradesh State Road Transport Corporation by the contractor or his representatives/workers it will lead to imposition of penalty or termination of contract duly forfeiting the Security Deposit and Criminal action.
- 53) The Management reserves right to reject any or all tenders without assigning any reason thereof. The Management also reserves the right to allot the contract to any person of its choice through negotiations with the tenderers after justifying their ability to comply with the Labour Laws viz. Payment of Minimum Wages, recovery and remittance of contributions towards PF/EDLIF/ESI etc.
- 54) The contractor should adhere to all acts and laws enforce applicable to his business and for any violation of such laws the sole responsibility lies with the Contractor.
- 55) In the event of any statutory authority imposing 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 and recover such amount due to 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.
- 56) On the expiry of the period of licence or on its termination, as the case may be the contractor shall handover the equipments supplied by Department if any to the Unit Officer concerned in good working condition.
- 57) The contractor shall pay all the taxes including Service Tax 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 Contract.
- 58) The Tender Committee reserves the right to alter/modify the period of contract mentioned in the Tender Notice at the time of finalization of Tender.
- 59) All the above terms and conditions will form part of the agreement of the Contract and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation from time to time.
- 60) Income Tax as per the provisions of I.T. Act and other taxes if any will be recovered from the monthly payment and the contractor has to obtain the PAN Number from the Income Tax Department and the same is to be produced

Signature of the Tenderer

**AGREEMENT FOR OUT SOURCING _____ WORKS CARRIED OUT
IN _____ UNIT/DEPOT**

DEED OF CONTRACT

- 1) This agreement is made and executed on this the _____ day of _____ between the _____ APSRTC _____ of the First Part (hereinafter called the Corporation) and Sri _____ S/o. _____, aged about _____ years, Resident of _____ of the second part (hereinafter called the Contractor).
- 2) Whereas the Corporation desires to entrust the _____ carried out at _____ APSRTC Unit/Depot. For this purpose, tenders have been called for from the interested persons for undertaking the said work.
- 3) Whereas the Contractor sought an amount of Rs. _____ (Rupees _____ only) as monthly Remuneration from the Corporation for undertaking the said work, which was accepted by the Corporation.
- 4) Now this Agreement witnesses that the Contractor has to be bound by the following terms and conditions:
- 5) Whereas the Corporation representing the owner of the _____ is willing to allow Sri _____ as a Contractor for carrying out _____ works in the garage of _____ Depot for a period of _____ years w.e.f. _____ 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 carry out certain works by deploying _____ men for a monthly remuneration of Rs. _____ (Rupees _____ only) on the terms and conditions specified by the Corporation and set out more specifically in the following paras.
- 7) Details of works to be carried out at **Annexure-A**
- 8) The Contractor must deploy the above mentioned No. of people to attend the above mentioned works regularly at the work spot in each shift, despite his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangement.
- 9) The contractor should be present at the work spot regularly.
- 10) The contractor has to furnish the list of his workers proposed to be deployed by him for the contracted work, i.e. the list containing the name, age and father's name and address of each worker, to the Unit Officer concerned. He should also intimate in advance, the change of his workers along with the above details, if any, from time to time.

- 11) The contractor should not engage persons below the age of 18 years and above the 35 years of age for the work. At any cost child labour i.e. children below 14 years of age, should never be engaged for the contracted work.
- 12) In case the contractor deploys any of his family members, who are covered under the “Explanation” of the term “Family Members” defined under Sub-Section (3) of Section 26 of the Minimum Wages Act, 1948, an AFFIDAVIT explaining the relationship and dependency shall be submitted both by the contractor and reported family members of the contractor, individually.
- 13) The contractor and his workers shall not drive the vehicles of APSRTC inside or outside the garage premises.
- 14) The contractor and the persons engaged by him for the work are subjected to Security Check while coming in and going out of the garage premises.
- 15) 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.
- 16) The Contract is liable for termination in the event of contractor failing to do the contract (for which the Contract is granted) for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of security deposit.
- 17) The Contract shall be terminable with one month’s advance notice by either party.
- 18) The successful bidder to whom the contract is allotted shall have to undertake the contract for a minimum period of TWO YEARS from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of TWO YEARS of the contract, he shall forfeit Security Deposit in favour of the Corporation.
- 19) The successful tenderer (allottee) has to pay Security Deposit which is equivalent to TWO MONTHS’ Monthly Remuneration, in cash and enter into an agreement with the Corporation (RM/DM), failing which allotment is liable for cancellation and the EMD paid by him shall be forfeited to the Corporation without any further notice/ intimation. Security Deposit will not carry any interest.
- 20) The remuneration will be paid to the Contractor every month by the Corporation.

- 21) The contractor has to pay the wages to the persons engaged by him at the rates not less than the “minimum wages” as fixed by the Commissioner of Labour from time to time. He is responsible for any objections or disputes raised either by the Labour Dept., or the workers on any payments to be made to the workers and on any penalties levied by the Government.
- 22) Payment of monthly remuneration will be made only on submission of proper claim duly certified by Maintenance Supervisor and certificate should be given by Incharge Supervisor with reference to day to day work carried out by the Contractor. Incharge Supervisor should maintain a Register recording the attendance of the workers and works carried out.
- 23) In case the contractor, who is not in possession of PF and ESI Code Nos., the monthly bill of contract amount shall be paid to him only after deduction of the PF amounts from the wages of the persons engaged by him 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 either from the persons engaged by him or from the contractor at the rates prescribed from time to time as per the instructions issued in this matter.
- 24) In case of the contractor who is in possession of individual PF/ESI Code Nos., obtained from the competent authority, the contractor shall remit the PF/EDLIF amounts in respect of the persons engaged by him, to the appropriate authorities under PF and ESI concerned on the Code No., obtained by him and produce proof of the same every month to the Unit Officer to arrange payment of the monthly remuneration.
- 25) In the event of death of Contractor, the contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of Contract on execution of fresh deed of agreement by such legal heir.
- 26) The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
- 27) 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 with regard to the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
- 28) 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.

- 29) The contractor has to contact the Labour Dept., 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.
- 30) The contractor has to obtain license from the Licensing Officer under Contract Labour (R&A) Act, 1970 to carry out the work contract in question in the contract area in the Establishment of _____ and submit a copy of the same to the Licensor and to the Unit Officer/Depot Manager concerned before commencement of the contract.
- 31) 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 Payment of Minimum Wages, Provident Fund, EDLIF, ESI, Weekly Off etc., as prescribed by the State Govt., from time to time and submit the proof of compliance along with the Monthly Bill to the Unit Officer/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.
- 32) The Security Deposit is refundable on the expiry of the period of Contract without interest and subject to the performance and fulfillment of agreement conditions.
- 33)
 - a) The Security Deposit paid by the contractor is liable to be forfeited in the event of non-commencement of service contract after depositing Security Deposit within the stipulated time as per the allotment order or breach of any of the terms and 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 Contract after payment of the security deposit amount and commencement of service contract.
- 34) 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.
- 35) The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about deduction of the PF amounts from wages of the persons engaged by contractor and recovering the matching contribution (employer's EDLIF; ESI) and any other recoveries that are to be made from the persons engaged by the Contractor at the rates prescribed from time to time and its remittance to the concerned authorities.
- 36) 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 Unit Officer for arranging payment of monthly remuneration which will normally be arranged before 10th of succeeding month

- 37) The contractor shall ensure deduction of PF contributions from the wages of the persons engaged by him together with the matching contribution of the employer (contractor) along with the Administrative and Inspection charges at the rates prescribed by the Govt., from time to time and remit to the Secretary, APSRTC PF(Trust), Hyderabad. If the tenderer is in possession of Code No. allotted by the Regional Provident Fund Commissioner, he shall remit the PF deductions to the respective RPFC under intimation to the Licensor and he need not remit the PF deductions to APSRTC PF Trust. Similarly, the contractor should remit the ESI contributions to the Authorities concerned under intimation to Corporation.
- 38) The contractor is liable to pay the damages, if any, caused to the premises or movable and immovable property of the Corporation, by him or by his agents or representatives as determined by the Corporation. The Corporation shall have the right to recover such amounts towards the damages caused from the monthly remuneration or Security Deposit of the contractor. In case the amount is recovered from the Security Deposit, the contractor is liable to recoup the same immediately.
- 39) Any violation or breach of terms and conditions of the contract including unsatisfactory performance of contractor shall render the contract liable to be terminated duly forfeiting the Security Deposit.
- 40) The Corporation shall have right to terminate the contract with a month's notice, if in its opinion the work of contractor is not satisfactory and its decision in this regard shall be final.
- 41) The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving **One month** notice to the Corporation.
- 42) The contractor is liable for imposition of penalties upto Rs..... , in case of complaints from the staff, officers or public on maintenance of work and the same will be deducted from the remuneration or the Security Deposit, as the case may be. In case, the amount is deducted from the Security Deposit, the contractor is liable to recoup the same immediately. Otherwise, the contract is liable for termination duly forfeiting the Security Deposit. This clause does not stand as a bar for implementing the clause of "termination of contract for improper maintenance". Penalties can be levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer) or any higher authority.
- 43) The Rights given under the Contract are not transferable.
- 44) The contractor is not permitted to sub-let the contract work to any other sub-contractor.

- 45) The workers employed by the contractor or the contractor himself shall not have any right or claim whatsoever for employment in the Andhra Pradesh State Road Transport Corporation at a future date.
- 46) In case of misbehaviour, 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.
- 47) The contractor should adhere to all acts and laws enforce applicable to his business and for any violation of such laws the sole responsibility lies with the licensee.
- 48) In the event of any statutory authority imposing 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 and recover such amount due to 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.
- 49) On the expiry of the period of licence or on its termination, as the case may be the contractor shall handover the equipments supplied by Department if any to the Unit Officer concerned in good working condition.
- 50) The contractor shall pay all the taxes including Service Tax 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 contract.
- 51) The contractor will be bound by the conditions in addition to these conditions any other conditions prescribed by the Corporation from time to time.
- 52) Income Tax as per the provisions of I.T. Act and other taxes if any will be recovered from the monthly payment and the contractor has to obtain the PAN Number from the Income Tax Department and the same is to be produced. .
- 53) Other relevant terms and conditions mentioned in the Tender conditions are applicable.

- 54) In all disputes in scope of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, Andhra Pradesh State Road Transport Corporation shall be final.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR SIGNATURE ON _____ DAY OF _____ 2007.

Witnesses:

1. _____ (Signature)
Name: _____
Address: _____

Signature of the Contractor.

2. _____ (Signature)
Name: _____
Address: _____

Signature of Unit Officer

DETAILS OF WORKS TO BE CARRIED OUT

I. TO ASSIST THE MECHANIC IN DOING THE FOLLOWING WORKS IN SCHEDULE – I MAINTENANCE :

- 1) Check leakages of water, fuel, oils including ATF oil for power steering, brake fluid for TATA and top up as per the need.
- 2) Check and tighten if necessary all bolts and nuts of wheels, Axle shafts and PP shaft mounting etc.,
- 3) Check the condition of road springs and their mountings with the attention to U'Clamps. Attend if necessary.
- 4) The daily log sheet complaints are to be thoroughly checked up the shift Supervisor and allot RGs to Mechanics and other artisans. Identification of RGs connected to Electrical, Coach, and Upholstery has to be done by the Schedule-I Mechanic, recording the RGs in the RG register shall be done by Shift Supervisor. The Shift Supervisor shall allot the RGs to the concerned artisans. The shift Supervisor shall ensure that the RGs are attended by the Mechanics and other artisans.
- 5) Checking of tyre pressure by tapping daily has to be done by Sch.I Mechanic. The Tyre pressures shall be checked with gauge twice in a week for all the vehicles undergone for Schedule-I Maintenance. If necessary inflation has to be done. The tread depth of tyres shall be checked and replacement of tyres as per the need will be carried out by RG Mechanic.
- 6) Drain the condensate from the Air Tank (other than those fitted with Air Dryer)
- 7) Drain the water from fuel-water separator
- 8) Any other item of work entrusted by the Mechanical Supervisor.

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II. TO ASSIST THE MECHANIC IN DOING THE FOLLOWING WORKS IN SCHEDULE - II MAINTENANCE :

- 1) Lubricate all points as per the lubrication chart
- 2) Clean breathers of Engine, G/Box, R/Axle. Clean the feed pump strainer, and refit. Check oil level in FIP, G/Box, R/Axle, St.Box, Power Steering reservoir, Brake fluid and clutch fluid and top up if necessary.
- 3) Clean the Air cleaner and replenish oil. Replace the gaskets/ seals if necessary.
- 4) Carry out brake test and steering test. Attend to the defects if any in the steering and brake system. For the Vehicles with dual air brakes, hand brake functioning has to be checked and attend if necessary.
- 5) Check road spring holding down bolts, spring brackets, shackles and shackle pins for proper tightness. Attend if necessary
- 6) Check for excess play in front and rear hubs and attend if necessary. Check and adjust if necessary the clutch pedal free play and brake pedal free play.
- 7) Check the tightness of the steering foundation bolts and fuel tank mountings and attend if necessary
- 8) All mechanical irregularities causing rapid tyre wear such as mis-matching, brake binding, mis-alignment etc., as pointed out by the Tyre Mechanic shall be attended to.
- 9) Identification & reporting of all defects/damages in the electrical system and coach work with due attention to upholstery, seat frames, seat cushions, doors, glasses etc., to the shift incharge
- 10) Carry out battery maintenance.
- 11) Check proper functioning of all gauges in the instrument panel and attend if necessary.
- 12) Check water pump bearing play and attend if necessary. Check the condition of fan belt and attend if necessary (Other than Cummins Engine). Check and tighten alternator foundation bolts if necessary.
- 13) Any other items of work entrusted by the Mechanical Supervisors

III. TO ASSIST THE MECHANIC IN DOING THE FOLLOWING WORKS IN SCHEDULE - III MAINTENANCE :

MECHANIC -I

- 1) Check for leakages of water, fuel and lubricants and rectify if necessary
- 2) Check oil level in Engine, top up if necessary. Check the condition of fins of Radiator, foundation of radiator and stay rods and attend if necessary. Top-up radiator with coolant, examine the radiator cap and replace if necessary.
- 3) Remove alternator, self-starter and re-fit after overhaul. Check fan belt tension and tightness of alternator foundation bolts and attend if necessary.
- 4) Check all road springs, spring holding down bolts, spring brackets and shackles, and change if necessary.
- 5) Check oil level in FIP, Gear Box, Steering Box, power steering reservoir, differential and clutch fluid and top-up if necessary
- 6) Clean Air cleaner and change the oil (other than dry type Air filters). For Dry type Air filters clean the primary filter as per the circular instructions. Check the condition of inlet hoses and FINOLEX pipe for Hino and attend if necessary.
- 7) Check and adjust the free play of clutch, brake and accelerator.
- 8) Lubricate all points as per chart
- 9) Check and change if necessary the damping buffers and Engine mounting pads.
- 10) Check water pump bearing play and attend if necessary
- 11) Check cylinder head tightness and adjust tappets. Check fuel injection timing by spill cut method
- 12) Check PP shaft center bearing and universal joints for play, change if necessary. Replace all rubber dust covers (for TATA). Ensure correct alignment. Check seals for Leyland vehicles.
- 13) Check and attend if necessary compressor oil seal leakage and compressor performance
- 14) Clean Air breathers of Engine, FIP, Gear Box and Rear Axle
- 15) Remove and refit front bumper after attending to damages if any
- 16) Remove and refit spare wheel carrier with spare tyre after attending to damages if any
- 17) Ensure proper clamping of all fuel lines and rubber ferrules/ padding for injector pipes
- 18) Check for black smoke and attend if necessary
- 19) Any other item of work entrusted by Maintenance in charge

IV. MECHANIC-II (Sch-III)

- 1) Check for correct air pressure, attend if necessary, remove brake drums, check for scoring and excessive wear of liners and drums change if necessary. Drain water from Air tank. Check level of brake fluid and top-up if necessary (TATA)
- 2) Check steering foundation bolts and attend if necessary. Tightness of bolts of Engine cross members and brackets of metacon bushes (Leyland), Engine mounting pads (TATA) to be checked and attend if necessary
- 3) Check front and rear hub play and adjust if necessary. Check the condition of bearing grease.
- 4) Check ball joints of drag link and tie-rod ends for excess play and repair or replace if necessary.
- 5) Check wheel alignment and adjust if necessary
- 6) Check kingpins for excessive play and replace bushes if necessary, adjust kingpin end play, clean through hole of kingpin and top up oil in kingpins (Leyland)
- 7) Check fuel tank holding brackets and clamps for proper padding and tightness.
- 8) Remove and refit the rear bumper after attending to the damages if any
- 9) Carry out brake test. Check proper functioning of all gauges in instrument panel and attend if necessary
- 10) Check and attend if necessary cabin foundation bolts. Body U'clamps and antisag bag by coach builder
- 11) Any other item of work entrusted by Mechanical Supervisor.

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V. TO ASSIST THE MECHANIC IN DOING THE FOLLOWING WORKS IN SCHEDULE- IV MAINTENANCE :

MECHANIC - I

- 1) All items specified in Schedule-III maintenance for Mechanic-I
- 2) Replace front two springs with reconditioned springs. Check shackle pins, shackles, shackle beds of front two springs for wear and tear and replaced if necessary. Check the chassis cracks particularly near the spring beds area and inform to shift supervisor for attention. Ensure the fitment of correct size M14 bolts for spring brackets.
- 3) Dismantle water pump, repair and refit or replace if necessary.
- 4) Replace crank oil seal if necessary
- 5) Remove and check the injectors for correct pressure and change if necessary
- 6) Flush out the radiator for 370 Engines (Leyland), 692 Engines (TATA).
- 7) Any other items of work entrusted by Mechanical Supervisor

VI. MECHANIC - II

- 1) All items specified in Schedule-III maintenance for Mechanic-II.
- 2) Carry out brake test. Overhaul Air brake system with due attention to the following.
 - a. Air filter element
 - b. All brake pipes and pipe connections and ensure proper clamping
 - c. All brake chambers, diaphragms, brake chamber clamp rings, bolts and nuts
 - d. Hand brake system including all pipe connections
 - e. Check the functioning of all brake valves
- 3) Remove brake S' cam shafts, slack adjuster, needle bearings/ derlin bushes replace if necessary duly ensuring full greasing to the brake components.

- 4) Remove front and rear hubs, repack with grease and adjust for correct setting.
- 5) Check differential backlash and adjust if necessary
- 6) Any other items of work entrusted by Mechanical Supervisor

VII. MECHANIC - III (Sch - IV)

- 1) Remove strainer in the fuel tank and remove fuel tank complete for cleaning, attend leakages if any and refit after painting.
- 2) Remove clutch and Gear box, check the condition of pressure plate and driven disc, replace if necessary. Check Gear box oil leakages and attend if necessary., Lubricate spigot bearing, replace fly wheel ring gear if teeth are found damaged. Check the Hydraulic clutch system and attend if necessary. Overhaul hydraulic clutch system and replace master cylinder and slave cylinder kits on every alternate Schedule-IV maintenance.
- 3) Check excess play for remote gear shift mechanism and attend if necessary. Check the selector mechanism of Gear box top cover and ensure proper functioning.
- 4) Replace rear two springs with reconditioned springs. Check shackle pins, shackles, shackle beds of rear two springs for wear and tear and replace if necessary. Check the chassis cracks particularly near spring beds area and inform the shift supervisor for attention. Ensure fitment of correct size M14 bolts for spring brackets.
- 5) Any other items of work entrusted by Mechanical Supervisor.

VIII. TO ASSIST OTHER MECHANICS AND ARTISANS FOR THE FOLLOWING.

- 1) HRG Works like Units Replacement etc.
- 2) KMPL Attention and Top-overhauls,
- 3) Electrical maintenance,
- 4) Smithy section for Springs cleaning, assembly etc,
- 5) Tyres section for Disc cleaning, Tyres removal/ assembly , Tyres loading/ unloading in DGT etc.
- 6) Dispatch section for providing tools, destination boards etc

One assistant to each Mechanic for the works at item No.I to VII and one assistant for each of the works at Sl.No.1 to 6 of item VIII to be provided every day.