### ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No.IR2/122(12)/2005-PO(IV)

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

### CIRCULAR NO.PD-38/2006, DATED: 09.09.2006

Sub: <u>CONTRACTS</u> - Awarding of Contracts relating to Sweeping, Cleaning & Washing of Buses at Garages and Bus Stations along with Parking duties, etc - Guidelines issued - Regarding.

Ref: 1) Circular No.PD-106/1999, dt.22.11.1999.

- 2) Circular No.12/2001-MED, dt. 28.04.2001.
- 3) Cir. Lr. No.OP2/843(2)/2001-MED, dated 1.10.2001.
- 4) Cir.No.01/2002, dated 7.2.2002.
- 5) Circular No.PD-36/1999 dt.28.04.99
- 6) Circular No.PD-03/2000, dt.13.01.2000.
- 7) Circular No.PD-11/2004, dt.19.03.2004.
- 8) Circular No.PD-04/2005, dt.21.02.2005.

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Through the Circular 1st cited the details of work-contracts to be let out to outside agencies have been summarized and notified, along with the draft Tender Notice and the Terms & Conditions thereof, to have a uniform system.

Through the Circular 2nd cited, while communicating further guidelines with regard to allotment of work-contracts to outside agencies, it has been directed, to mention in the Tender form the minimum number of persons to be engaged for each specific job per shift/per day.

Through the Circular letter 3rd cited, it has been communicated not to insist upon the number of persons to be engaged for washing and cleaning of buses, as the payment is made to the contractor only on the basis of number of buses washed and cleaned by the outside agency on a piece rate system.

Through the Circular 4th cited, certain activities in the Depot garages, which can be entrusted to outside agencies, and the procedure to be followed thereto, have been communicated.

Of late, instances have come to notice that on account of the non-mentioning of the "minimum number of persons to be deployed by the contractor" in the Terms & Conditions of the Tender Application and the Agreement, the contractors are quoting unremunerative rates without taking into account the work content and the minimum manpower required to carry it out. As a result, the quality of the work under contract is getting badly affected. The Unit Officers are not in a position to ensure quality and effective discharge of the work, as the minimum number of persons to be deployed per shift per day cannot be insisted upon in the absence of a prior condition to that effect in the Agreement.

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Further, as the quoted rates are unreasonably low, the contractors are unable to meet the statutory obligations towards the contract-labour within the quoted remuneration. This situation is leading to complaints from the contract-labour to the Labour Department either with regard to payment of minimum wages, PF contributions or the benefits due for them under ESI Act, for which the inspecting officials of the Labour Department are finding fault with the principal employer, i.e. the Corporation.

In the light of all these facts, the issue has been re-examined in detail. The Govt. of A.P., have brought out an amendment to the "Contract Labour (R&A) Act, 1970" by a new "Contract Labour (R&A)(AP Amendment) Act, 2003", permitting engagement of contract-labour in the NON-CORE ACTIVITIES of establishments. Therefore, there would be no legal complications if the minimum number of workmen to be deployed by the contractor is notified and insisted upon. Hence, in order to ensure that the contracted work is carried out daily, without interruption for want of requisite man-power, it is felt necessary that reasonable number of persons, as assessed by the Corporation against each work, shall be specified and insisted upon to be deployed by the contractor. This would, in turn, facilitate the Corporation to arrive at the reasonable remuneration payable to the contractor and enable the Tender Committee to finalize the tenders accordingly. **Therefore, the following instructions are issued for compliance:** -

- (1) Nature and area of work required to be undertaken shall be specified in the Tender Notification, in the Terms & Conditions of Tender Application, and in the Agreement concerned, clearly.
- (2) The requirement of "Specific number of workers" to be deployed for each of the works proposed to be entrusted to outside agency on contract basis, shall be prescribed by the Industrial Engineering Dept., after a detailed study. Till such time the IEU communicates the norms in that regard, the "minimum number of workmen" are prescribed exclusively for the activity of "Sweeping, Washing and Cleaning of vehicles" at Depot as follows:
- (i) For the Depots having a fleet strength of less than 70 vehicles and provided with manual Washing Plant, a minimum of 6 persons shall be deployed for washing & sweeping in a day.
- (ii) For Depots having a fleet strength of 70 125 vehicles and with manual Washing Plant, a minimum of 9 persons (6 for Washing & 3 for Sweeping) shall be deployed per day.
- (iii) For Depots having automatic Washing Plant & a conventional Washing Plant as a standby, a minimum of 4 men shall be deployed for washing and 3 men for sweeping per day.
- (iv) The Depots having Fleet Strength up to 70 vehicles **must be provided with 2 Parking Drivers per day** and the Depots having Fleet Strength between 70 to 100 vehicles **must be provided with 3 Parking Drivers** and for 100 & above vehicles, **4 parking Drivers per day**.

(v) The Parking Drivers engaged by the Contractor must be in possession of valid Heavy Vehicle Driving Licence for a period of at least one year before the Date of Agreement. Such Parking Drivers must not be having more than 65 years of age. The Contractor has to provide the Parking Drivers, duly paying them minimum wages applicable to the skilled category as prescribed by the Govt. from time to time.

At present the Minimum Wages for Contract Labour, prescribed by the Govt. are as follows (as per G.O.No.40 dt.27.01.05)

Skilled Rs.3,654/- per month Semiskilled Rs.3,020/- per month Unskilled Rs.2,386/- per month

For the purpose of reckoning, the labour employed by the Contractor for Sweeping and Cleaning activities come under the "unskilled" category, and the Parking Drivers come under the "skilled" category.

The "minimum number of workers" prescribed shall be specified in the Terms & Conditions of the Tender Application as well as the Agreements. While specifying the minimum number, it shall also be mentioned clearly that the contractor must deploy the said number of workmen daily at the work-spot, despite his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangement.

- (3) Tenders may be called for from all the contractors, irrespective of their possession of individual Code Numbers of PF and ESI. However, other things being equal, the contractor, who is holding PF and ESI Code Nos., shall be given preference.
- (4) It should be notified in the Terms & Conditions of the Tender Application that other things being equal, the Contract would be awarded to the agency, which quotes the lowest amount in the Tenders. However, the Tender Committee is empowered to negotiate with the Tenderer wherever there is scope for reducing the rate further. The decision of the Tender Committee in this regard shall be final.
- (5) The EMD amount to be deposited by each of the tenderer should be @ 2 ½% of the notified value of the work contract.
- (6) The minimum cost of the contract shall be assessed based on the following two components:
  - i) The Minimum wages payable per month to the workers required to be deployed for the work;
  - ii) The statutory Employer's contributions payable in respect of the workers i.e. PF, EDLIF and ESI, etc., along with the administrative and inspection charges wherever applicable; and

The total value of the above said two components shall be notified in the Tender Notification with a condition that no contractor can quote less than that value.

If any Contractor quotes less than the above value, such a quote will be automatically disqualified and the Tender Committee shall not consider such a quote at any cost.

Over and above the value of the aforesaid two components, a profit margin up to 7% may be considered to be allowed for the Contractor.

The Contractor who is willing to have least profit margin over and above 0% shall be awarded the contract. However, while allotting the contract, the following priorities must be set:

- (i) 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. and
- (ii) The next priority shall be given to the lowest tenderer not having registration with Provident Fund and ESI authorities, only when the tenderers of first priority are not available.

The persons who are already blacklisted or against whom business complaints are pending should not be considered for allotment of the contract.

If there is more than one tenderer quoting the lowest amount, the allotment of contract shall have to be made on the basis of the LOTTERY. Even while taking lots, the following priorities shall have to be followed:

### 1. First priority shall be given to the Tenderers with PF and ESI Registration.

2. Second priority shall be given to the Tenderers without PF and ESI Registration.

The successful tenderer should deposit TWO MONTHS' contract amount as Security Deposit.

- (7) For the purpose of accountability and to ensure that the contracted activity is carried out properly, the following conditions shall be incorporated in the agreement of contract:
  - (a) The contractor should be present at the work spot regularly.
  - (b) He should not let out the contract work to any sub-contractor, Benami or Proxy.
  - (c) 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 of each worker, to the Unit Officer concerned. He should also intimate in advance, the change of his workers, if any, from time to time; and

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- (d) In case the contractor deploys any of his family members, who are covered under the "explanation" of 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 members of the contractor, individually.
- (e) "No work No Payment" principle shall be adopted in the event of break down of equipment, break down of power supply etc., which are provided by the Corporation for execution of the work, and proportionate payment shall be arranged for the part of the work done in those circumstances;
- (f) Payment shall be deducted for the days during which the work could not be executed due to reasons like Strikes, Bundhs, Natural calamities, etc., or proportionate payment shall be arranged for the part of the work done in those circumstances.
- (g) Penalty of amount ranging from Rs.100/- to Rs.500/- per occasion shall be levied for improper or unsatisfactory performance of the contracted work.
- (8) It shall also be notified in the Terms & Conditions of the Tender Application and Agreements that : -
  - (a) The material required for Sweeping and Cleaning of buses will be supplied by the Corporation; and
  - (b) The contractor should invariably provide his Income Tax PAN Number to the Corporation.
- (9) The minimum period of contract shall initially be for a period of two years, extendable for one more year on similar Terms And Conditions. On completion of the contract period of 3 years, fresh tenders have to be called for, invariably.

The existing Circular instructions on the subject are modified only to the extent indicated above

Sd/-M.V.KRISHNA RAO VICE CHAIRMAN & MANAGING DIRECTOR

To

All Officers of the Corporation

//ATTESTED//

CHIEF PERSONNEL MANAGER

### ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No	O/o the
	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.
2. 3. 4.	Nature of work Place of work: Minimum number of workmen to be deployed for the work per day: Minimum Value of the work-contract, Excluding the profit margin of the Contractor: Period of contract: 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/License Fee" expected duly including in it the amount of profit sought for by them.
IV.	Finalization of Tenders will be by way of negotiation by the Tender Committee with each of the tenderers and 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 competent authorities concerned shall be given preference.
	2. Other things being equal, if more than one tenderer quote lowest minimum amount of Monthly Remuneration/License Fee and found suitable by the Tender Committee, the contract shall be allotted on the basis of LOTTERY. Even while taking lots, first priority shall be given to the tenderers with PF and ESI Code Nos., and second priority shall be given to the Tenderers without PF and ESI Code Nos.

3. The tender forms duly filed in shall be submitted in the tende			
	in the Office of the Regional Manager, APSRTC		
	UPTO 14.00 hours on and the same will be opened at 14.30		
	hours on the same day in the presence of the Tenderers or their		
	authorized Representatives.		

4. The detailed "Terms and Conditions" relating to the above mentioned work contract will be supplied along with the Tender Form/Application.

(TENDER ISSUING AUTHORITY)

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### TENDER CONDITIONS

1)	The successful bidder has to undertake the job of in the contract area specified in the tender application.
2)	The successful bidder has to deploy persons/contract labour 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 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,
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 manne other than the stipulated terms and conditions, the tender will be rejected beside 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.
12)	The interested parties may inspect the premises of contract before submitting the tender form.

13)	The tender form duly filled in, along with the Demand Draft in original towards the EMD amount for Rs should be enclosed together with the terms and conditions duly signed on each page. Amount quoted by tenderer towards monthly license fee 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 license fee it should be written in both figures and words clearly and other supporting certificates shall be kept in cover and sealed. In case of any corrections on the monthly license fee 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, the nature of business, name and address of the tenderer shall be indicated.
	be indicated.

14)	I) The sealed cover should be placed in a tender box, kept in the office of the				
	Regional Manager,	up to 14.00 hrs on	The tenders received		
	after the stipulated dat	te and time will not be accept	ted. Tenders will be opened		
	at hrs., on the s	ame day by the Tender Com	mittee.		

- 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, failure to sign and failure to enclose terms & conditions will be rejected. Also, the successful tenderer has to submit a solvency certificate issued by the competent authority.
- Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by APSRTC will summarily be rejected.
- 17) If the successful tenderer fails to take up the work within the period specified, the EMD will be forfeited.
- The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.
- 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 the minimum period of contract, he/she shall forfeit the Security Deposit in favour of the Corporation.
- The Contract shall be terminable with two months' advance notice by either party after completion of two years period.

- The successful tenderer (allottee) has to pay Security Deposit which is equivalent to TWO MONTHS' License Fee / Remuneration, in cash and enter into an agreement with the Corporation with the \_\_\_\_\_\_\_, failing which allotment is liable for cancellation and the EMD paid by him/her shall be forfeited to the Corporation without any further notice/ intimation. Security Deposit will not carry any interest.
- 22) The license fee will be paid to the successful bidder every month by the Corporation.
- In the event of death of Contractor, the contract shall come to an end. However, the Licensor may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of license on execution of fresh deed of agreement by such legal heir.
- The contractor should not engage persons below the age of 16 years and above the 60 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 has to supply uniform to the persons engaged by him and Identity Plates also to the workers. No worker shall be allowed without Identity Plates and uniform. The workers should contact the supervisor on duty at Office/Depot/Bus Station before and after spell of his/her duty and furnish the position from time to time.
- 26) 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.
- The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
- 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.

- 29) 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.
- 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 License Fee.
- 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.
- 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.
- 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.
- The Security Deposit is refundable on the expiry of the period of Licence without interest and subject to the performance and fulfillment of agreement conditions.
  - 35) (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 even of non-submission of deed of License after payment of the security deposit amount and commencement of business/service contract.
- 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.
- The allotment of contract shall be on NON EXECLUSIVE i.e. the Corporation shall have the right to grant license to more than one licensee to do the same type of contract in the same premises.
- 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 licensee at the rates prescribed from time to time and its remittance to the concerned authorities.
- The Contractor has to produce a certificate about his performance every month on or before 5<sup>th</sup> 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 10<sup>th</sup> of succeeding month.
- 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 concerned Authorities under intimation to Corporation. Preference will be given to the tenderer possessing License obtained from the Labour Dept. and Code Nos. allotted by the RPFC and ESI.
- 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 Licensor. The Licensor 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.

- 42) Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract area 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.
- The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving three months notice to the Corporation.
- 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 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 to be levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer).
- The licence is liable for termination in the event of contractor failing to do the 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.
- 48) The Rights given under the Contract are not transferable.
- The contractor is not permitted to sub-let the contract work to any other sub-contractor.
- 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.
- The workers employed by the contractor shall not have any right or claim whatsoever for employment in the Andhra Pradesh State Road Transport Corporation at a future date.

- 52) 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.
- The Management reserves right to reject any or all tenders without assigning any reason. 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 licensee.
- 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 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.
- 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 of the concerned duly handing over the contract.
- 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 licence and vacation of premises.
- 58) The Contractor should provide two Parking Drivers to the Depots having fleet strength up to 70 vehicles, 3 Parking Drivers to the Depots having fleet strength between 70 100 vehicles and 4 Parking Drivers to the Depots having fleet strength above 100 vehicles, per day. The Parking Drivers shall be in possession of a valid Heavy Vehicle Driving Licence and they shall not be above 65 years of age. The Drivers shall be in possession of valid Licence for Heavy Goods Vehicle and Heavy Passenger Vehicle for a period of at least one year before the date of Agreement
- 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.

- All the above terms and conditions will form part of the agreement of the license and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
- 61) 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** 

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## AGREEMENT FOR CLEANING & SWEEPING OF BUSES ALONG WITH PARKING DUTIES IN DEPOTS

### **DEED OF CONTRACT**

1)	This agreement is made and expected on this the day of
betwe	en the APSRTC of the First Part (hereinafter called the
Licen	sor) and Sri S/o, aged about years, Resident of
of the	second part (hereinafter called the Contractor).
2)	Whereas the Licensor desirous to entrust the work of Cleaning and Washing of
	along with Parking Duties at APSRTC Depot. For this purpose,
tende	rs have been called for from the interested persons for undertaking the said work.
2)	Whereas the Licenses sought an amount of Ds. (Dunces only) as
	Whereas the Licensee sought an amount of Rs (Rupees only) as ally Remuneration from the Corporation for undertaking the said work, which was
	ted by the Licensor.
•	
	Now this Agreement witnesses that the Contractor has to be bound by the
follov	ving terms and conditions:
5)	Whereas the Licensor representing the owner of the Depot and Buses
	ximately, is willing to allow Sri as a Contractor for cleaning,
sweep	oing and washing of buses along with Parking Duties, in the garage of
Depot	t for a period of years w.e.f to on a monthly
remur	neration of Rs(Rupeesonly) payable to the contractor as
per th	e terms and conditions set out herein, which the contractor has accepted:
6)	Whereas the contractor has agreed to undertake the following works connected
	cleaning, sweeping and washing of buses along with Parking Duties by deploying
	men / women for Sweeping & Washing of Buses and
	ers with valid Heavy Vehicle Licence for attending to Parking Duties for a
	ally remuneration of Rs (Rupees only) on the terms and conditions
specii	ried by the Licensor and set out more specifically in the following paras.

### 7) <u>DETAILS OF WORK AND TERMS AND CONDITIONS:</u>

- 1. The Contractor must deploy the above mentioned No. of people to attend the above mentioned works regularly at the work spot, despite his obligation to extend weekly rest to his workmen, which he has to meet on his own arrangement.
- 2. The Contractor has to keep the contract area clean and tidy at all times.
- 3. The contractor has to arrange for the sweeping and cleaning inside of all the buses.

- 4. The contractor shall arrange for
  - (i) Sweeping and 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 conventional washing plant/with automatic washing plant.
  - (iii) Full washing (minimum washing program) 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/Metro liner buses
    - (c) Hi-tech/AC buses
    - (d) Mayuri Sleeper buses
  - (iv) He must arrange for bringing of the vehicles to the washing ramp and parking them neatly in the garage after they are washed and cleaned, duly arranging for \_\_\_\_\_\_ No. of Parking Drivers in each shift.

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

Minimum washing program 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 oil muck.
- (c) Brush washing of roof top and housing down the accumulated mud between roof and 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 hosing of all identified buses everyday.
- (f) Cleaning all the seats of all buses with dry cloth after washing;
- (g) Cleaning of front windscreen glasses with wet paper for clear vision.
- (h) Cleaning of all glasses of the buses with dry cloth after washing.
- 8) To undertake the above specified work contract, the contractor shall deploy persons/contract labour in each shift daily for the above contract work in the contract area, irrespective of his liability to extend weekly rest to his workmen, which he has to meet on his own arrangement. For the labour engaged for sweeping and cleaning activity the Contractor must pay minimum wages prescribed by the Govt. for Contract Labour in the "unskilled" category (i.e. Rs.2386/- at present).

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- 9) The Contractor should provide two Parking Drivers to the Depots having fleet strength up to 70 vehicles, 3 Parking Drivers to the Depots having fleet strength between 70 100 vehicles and 4 Parking Drivers to the Depots having fleet strength above 100 vehicles, par day, duly paying them wages prescribed by the Govt. for Contract Labour in the "skilled" category (i.e. Rs.3654/- at present). The Drivers shall be in possession of valid licence for Heavy Passenger Vehicle and Heavy Goods Vehicle for a period of at least one year before the date of Agreement.
- 10) The contractor should be present at the work spot regularly.
- 11) 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 of each worker, to the Unit Officer concerned. He should also intimate in advance, the change of his workers, if any, from time to time.
- 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.
- Except the Parking Drivers engaged by the Contractor, no one else shall drive the vehicles of APSRTC inside or outside the garage premises.
- The contractor and the persons engaged by him for the work are subjected to Security Check while incoming and outgoing the garage premises.
- The contractor shall arrange for watering the plants and ensure proper growth and protection of the plants in the contract area.
- 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.
- 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/she shall forfeit the Security Deposit in favour of the Corporation.
  - 18) The Contract shall be terminable with two months advance notice by either party after completion of the two year period.
  - 19) The Corporation can terminate the contract with two months notice any time during the contract.

- The successful tenderer (allottee) has to pay Security Deposit which is equivalent to TWO MONTHS' License Fee/Remuneration, in cash and enter into an agreement with the Corporation with the \_\_\_\_\_\_, failing which allotment is liable for cancellation and the EMD paid by him/her shall be forfeited to the Corporation without any further notice/ intimation. Security Deposit will not carry any interest.
- 21) The remuneration will be paid to the Contractor every month by the Corporation.
- In the event of death of Contractor, the contract shall come to an end. However, the Licensor may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of license on execution of fresh deed of agreement by such legal heir.
- The contractor should not engage persons below the age of 16 years and above the 60 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 has to supply uniform to the persons engaged by him and Identity Plates also to the workers. No worker shall be allowed without Identity Plates and uniform. The workers should contact the supervisor on duty at Office/Depot/Bus Station before and after spell of his/her duty and furnish the position from time to time.
- 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.
- The contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
- 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.
- 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.

- 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 License Fee.
- 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.
- 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.
- 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.
- The Security Deposit is refundable on the expiry of the period of Licence without interest and subject to the performance and fulfillment of agreement conditions.
- 34) (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 business/service contract.
- 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.
- The allotment of contract shall be on NON EXECLUSIVE i.e. the Corporation shall have the right to grant license to more than one licensee to do the same type of contract in the same premises.

- 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 licensee at the rates prescribed from time to time and its remittance to the concerned authorities.
- The contract has to produce a certificate about his performance every month on or before 5<sup>th</sup> 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 10<sup>th</sup> of succeeding month.
- 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 concerned Authorities under intimation to Corporation. Preference will be given to the tenderer possessing License obtained from the Labour Dept. and Code Nos. allotted by the RPFC and ESI.
- 40) 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 Licensor. The Licensor 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.
- Any violation or breach of terms and conditions of the contract including unsatisfactory maintenance of contract area shall render the contract liable to be terminated duly forfeiting the Security Deposit.
- 42) 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.
- The Security Deposit is liable for forfeiture in case the contractor terminates the contract without giving three months notice to the Corporation.
- 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 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 to be levied by the authority who enter the agreement (i.e. RM/DM/Unit Officer).
- The licence is liable for termination in the event of contractor failing to do the 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.
- 47) The Rights given under the Contract are not transferable.
- The contractor is not permitted to sub-let the contract work to any other sub-contractor.
- 49) 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.
- The workers employed by the contractor shall not have any right or claim whatsoever for employment in the Andhra Pradesh State Road Transport Corporation at a future date.
- 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.
- The Management reserves right to reject any or all tenders without assigning any reason. 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.
- 53) 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.
- 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 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

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- 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 of the concerned duly handing over the contract.
- 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 licence and vacation of premises.
- 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.
- All the above terms and conditions will form part of the agreement of the license and the contractor will be bound by the conditions in addition to any other conditions prescribed by the Corporation.
- 59) 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.
- 60) All the above terms and conditions will form part of the 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 the agreement.

IN WITNESS WH	EREOF THE	PARTIES HERETO HAVE SET THEIR
SIGNATURE ON _	DAY OF	2006.
Witnesses:		Signature of the Contractor.
1	(Signature)	Signature of the Contractor.
Name:		
Address:		
2	_(Signature)	
Name:		
Address:		Signature of the Licensor.

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# LIST OF ACTIVITIES TO BE CARRIED OUT FOR CLEANING, SWEEPING AND WASHING OF BUSES

- 1. Sweeping of all Buses during the regular maintenance at Depot Garage as well as during the change over at Depot Premises
- 2. Cleaning of Seats and interior areas for dust, dirt, cobwebs etc.
- 3. External washing of Buses with wet brushing and cleaning of all glasses. The front Windscreen glasses shall be cleaned with wet paper for clear vision
- 4. Full washing (Minimum Washing Program) covering the following
  - a. Sweeping of Saloon interior
  - b. Washing of Saloon interior including roof
  - c. Cleaning of all window glasses, saloon glasses, cabin glasses with detergent solution to remove oil muck
  - d. Brush washing of roof top and hosing down the accumulated mud between the roof & luggage carrier
  - e. Under chassis washing to remove all accumulated mud under the body & chassis.
  - f. Exterior body washing by wet brushing with detergent and hosing
- 5. Cleaning of all glasses / Seats with dry cloth after washing

### MODEL APPLICATION

To			
The Regional Manager,			
APSRTC,			
Region,			
·			
Sir,			
Sub: CONTRACTS - Awarding of contract relating to Cleaning, Sweeping and			
Washing of Buses of Depot of Region –			
Colorisis of Tandar Farma Des			
Submission of Tender Form – Reg.			
Ref: Tender Notification No Dated:			
Net. Tender Notification No Dated			
***			
I hereby submit my Tender in the prescribed form. I / We read thoroughly the job description. Terms and Conditions supplied together with the Tender Form and understood the full contents.			
Further, I / We hereby submit my / our tender in the prescribed Tender Form.			
$\rm I/We$ hereby further agree to abide by the Terms and Conditions stipulated by the Corporation from time to time, during the operation of the contract on awarding the same.			
Yours faithfully,			
Encl: As above.			
(SIGNATURE OF THE TENDERER)			
Date:			
Full Name & Permanent Address of the			
Tenderer with Phone No.			
(in Block Letters).			

# PROFORMA OF APPLICATION FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF SWEEPING, CLEANING & WASHING OF BUSES CONTRACT

(to be filled by the Unit Officer)

	At			Depot	
	of Buses held at the Dep	oot (Type-wise)			
Ordi	nary				
Metr	o Express/Express				
Veer	a/Luxury				
Hiteo	ch / AC				
Garu	da				
Total	Fleet				
No. o	of Washing Plants avail	able at the Depot:	Automatic		
			Manual		
Mini ——	mum No. of persons to	be engaged per da	y		
				Passport Size Photograph of The Tenderer	
1.	Name of the Tender				
	(in capital letters)				
2.	Father's Name _				
3.	Full Address of t	he Tenderer			
4.	Nature of Work:			g of Buses, Removing nutters and Windscreen	

5.	Rates Offered:			
	<ul> <li>a) Sweeping of all types of bu</li> <li>b) External Washing of Bus (point in the interpretation in th</li></ul>	er Bus body) shing Plant : Rs Vashing Plant : Rs	Ps	
6.	<ul> <li>i. Ordinary / Express Bus</li> <li>ii. Veera / Luxury Bus</li> <li>iii. Hitech / AC</li> <li>iv. Garuda</li> </ul> No. of Workmen/Contract Labo	RsPs RsPs	Washing plant RsPs RsPs RsPs RsPs	
0.	No. of Workmen/Contract Labour to be deployed per shift per Day to undertake the work contract			
7.	Labour Licence No. & Validity (if any)			
8.	Details of PF Code No. & ESI Code No. (if any)			
9.	Previous experience (if any)			
10.	Details of Earnest Money Deposit "drawn in favour of Dy.Chief Accounts Officer/Accounts Officer, APSRTC Region."  a. Amount paid towards EMD Rs b. Demand Draft / Banker's Cheque No. & Date c. Name of the Bank			
I/We u	undertake the following sureties, who	have signed hereund	er as guarantors:	
S.No.	Name of the Surety Occup With full address	for the	ature of the Sureties he execution of the eement (Deed of Licence)	
1.				
2.				

# ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

No.IR2/122(12)/2005-PO-IV

O/o the Managing Director Mushirabad; Hyderabad-20

### NOTIFICATION NO.12/2007, DATED:30.07.2007

Sub: CONTRACTS – Awarding of Contracts relating to Sweeping, Cleaning & Washing of Buses at Garages and Bus Stations along with parking duties etc – Guidelines issued.

Ref: Circular No.PD-38/2006, dated:09.09.2006.

\* \* \*

Through the circular cited, the detailed guidelines on letting out the work of Washing and Sweeping of Buses to out side agencies have been summarized and notified, along with the draft tender notice and the terms and conditions thereof to have a uniform system.

During the recent review meeting of VC&MD with EDs/RMs/HODs many RMs have expressed that the contract of Sweeping & washing of buses is unattractive at some of the major urban areas as the ceiling on the profit margin to the Contractor is limited to 7% of the total value of the works. Hence, they are still facing problems in awarding the contract at many places especially in the city of Hyderabad. The RM/HCR also expressed that he is skeptical about the continuance of the work contract through out the contract period due to less profit margin.

It is also apprehended that the Contractors who quote for ZERO profit may not pay the minimum wages to the workers in order to gain profit and the workers may abstain from duties more frequently causing lot of inconvenience in execution of works at Depots.

A special committee appointed by VC&MD to examine the above issue has suggested for revision of Clause 6 of the Cir.No.PD-38/2006, dated:09.09.2006 duly incorporating the following point as No.(iii) in Clause-6 of the said circular, on assessment of minimum cost of the contract.

<u>CLAUSE(6)</u>: The minimum cost of the contract shall be assessed based on the following three components:-

- i) The minimum wages payable per month to the workers required to be deployed for the work;
- ii) The statutory Employer's contributions payable in respect of the workers i.e., PF, EDLIF, and ESI etc., along with administrative and inspection charges wherever applicable; and;

iii) A profit margin of 7% over and above the value of the aforesaid two components.

In light of the above circumstances the Clause-6 of the said circular is amended as follows:

# EXISTING CLAUSE(6): The minimum cost of the contract shall be assessed based on the following three components:-

- The minimum wages payable per month to the workers required to be deployed for the work;
- ii) The statutory Employer's contributions payable in respect of the workers i.e., PF, EDLIF, and ESI etc., along with administrative and inspection charges wherever applicable; and;

The total value of above said **two components** shall be notified in the Tender Notification with a condition that no contractor can quote less than that value.

If any Contractor quotes less than the above value, such a quote will be automatically disqualified and the Tender Committee shall not consider such a quote at any cost.

Over and above the value of the aforesaid two components, a profit margin up to 7% may be considered to be allowed for the Contractor.

The Contractor who is willing to have least profit margin over and above 0% shall be awarded the contract.

### AMENDED

<u>CLAUSE(6)</u>: The minimum cost of the contract shall be assessed based on the following three components:-

i) NO CHANGE

### ii) NO CHANGE

iii) A profit margin of 7% over and above the value of the aforesaid two components.

The total value of above said **three components** shall be notified in the Tender Notification with a condition that no contractor can quote less than that value.

#### **NO CHANGE**

### DELETED.

The Contractor who is willing to have the least profit margin of more or equal to 7% shall be awarded the contract.

The existing instructions are hereby modified only to the extent indicated above.

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

To

All Officers of the Corporation.

### // ATTESTED //

### DY.CHIEF PERSONNEL MANAGER(IR&W)

Copy to: AG.RTC Branch, Mushirabad, Hyderabad.

Copy to: Secretary to Corporation, Board Office(10 copies).

Copy to: Secretary to Chairman & PA to VC & MD.

Copy to: PRO/HO for translation into Telugu.

Copy to: Training Officer/HO, for inclusion in monthly index of Circulars (4 copies).

Copy to: Notice Board & Incharge Record Room.