

AGREEMENT

This agreement is being signed in pursuance of "THE PUNJAB AD HOC, CONTRACTUAL, DAILY WAGE, TEMPORARY, WORK CHARGED AND OUTSOURCED EMPLOYEE WELFARE ACT, 2016 (Punjab Act No. 55 of 2016), circulated vide notification No. 62-Leg./2016 dated: 24.12.2016 on this date..... between Shri..... S/o..... (here in after called as the first party) for the initial period of one year, which can be further extended on receipt of satisfactory performance report.

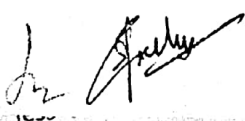
And

General Manager, PRTC and having its office at PRTC, Depot (here in after called as the second party) which terms shall unless repugnant to the context or contrary in the meaning there or include its successors and assigns on the other party as per the following terms & conditions:-

Whereas the first party has agreed to work on the post of and the second party is willing to enter into an agreement with the first party and he is allotted No.....

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The second party will pay minimum wages as applicable to the respective category as notified by the office of the Deputy Commissioner Patiala from time to time and night allowance @ Rs. 100/- for Delhi & Shimla and Rs. 60/- for others cities and EPF/ESI, (employer share only), as applicable from time to time
2. That the first party is entitled to the above remuneration subject to the condition that he performs active route duty in case of driver and conductor for a minimum period of 8 hours in a day and 48 hours in a week. Further that the First party will be allowed to avail one rest in a week, Holidays as declared by the Govt. of Punjab as applicable to the respective category and Casual leaves upto 07 days in a calendar year. The duty hours of the workshop staff will be regulated by the General Managers of concerned depot.
3. That in case the driver/conductor performs duty over and above 48 hours in a week, the same shall be accounted as extra duty and an amount of Rs. 60/- per hour to driver and Rs. 50/- per hour to the conductor will be paid for the number of hours for which extra duty has been performed by the workman.
4. That if any worker wilfully performs duty on rest days it will be considered as normal duty and will not be considered as extra duty.
5. That in case the schedule mileage of any route assigned to the first party is not covered due to the wilful absence of the first party the loss caused to the Second party can be recovered partly or fully from the first party.
6. Work and Conduct report on quarterly basis will be observed and in case of three below average work and conduct reports the contract agreement can be terminated.
7. The contract agreement signed with first party can be terminated & security deposited shall stands forfeited in case:-
 - A. The first party remains wilfully absent from his/her duty for a continuous period of 7 days or a total period of 10 days in a month.
 - B. The first party is found to indulge in fraudulent/malpractice.
 - C. i) The driver is continuously giving low KMPL than the norms fixed by PRTC or as compared to the other driver on similar route with Bus of the same model or on detection of any case of pilferage of any kind or any wilful damage to the bus.
ii) The conductor is continuously giving low route receipt as compared to the other conductor on the same Route/Rotation.
 - D. In case of any fraud/pilferage by not issuing tickets to the passengers after collecting the amount fare is detected against the first party who is performing the duty of conductor the penalty @ 100 times of the amount of fraud detected or more will be imposed as per the details given below:-
 - i. In case the conductor indulges in fraud of upto Rs.20/- a fine @ 100 times will be recovered from the conductor by the General Manager of the concerned Depot.
 - ii. In case the conductor indulges in fraud of more than Rs. 20/- but less than Rs.100/- penalty @ 100 times the amount of fraud will be recovered and the conductor will be removed from the duty for a period of 30 days.
 - iii. In case of repeated cases of fraud of Rs. 20 or more penalty on maximum three occasion will be recovered and on detecting of any fraud above Rs. 20/- on fourth occasion the contract agreement will be cancelled and conductor will be blacklisted.
 - iv. In case of fraud of more than Rs. 100/- but less than Rs. 400 summary enquiry will be conducted and the conductor will only be provided duty if found innocent.



- v. If a fraud of more than Rs. 400 is detected the contract agreement of the conductor will be terminated and the conductor will be blacklisted.
- E. On receipt of any report of misconduct agreement of the first party will be Terminated.
- F. On receipt of any report regarding misbehaviour with any of his superiors agreement of the first party will be terminated.
- G. On wilful disobedience of the orders of higher authority agreement of the First party will be terminated.
- H. If the worker is found to indulge in any unlawful activities such as smuggling of Liquor/ Narcotics or banned material agreement of the first party will be terminated.
- I. In case the worker is habitual of coming late on his duty the agreement of the first party will be terminated.
- J. In case the first party indulges in any anti PRTC or any anti national activities the contract agreement will be terminated.
8. The second party shall not be liable to pay any amount towards pension, gratuity or any other benefits over & above the agreed amount as given at clause. 1 of this agreement.
9. Provisions of the Motor Transport Worker Act, 1961 or Factory act of 1948 as the case may be shall be applicable to the first party.
10. Where the accident of the bus of the second party occurs and the driver is found to be negligent, the first party shall be liable to pay for the damages arising out of such accident.
11. In the event of loss of property of the second party on account of negligence on the part of the first party, it shall be liable for making good such a loss for which a summary enquiry will be held by the second party for calculating the loss and for fixation of responsibility of loss. The summary enquiry shall be completed preferably in 30 days. The findings of the enquiry officer appointed by the second party shall be binding on both the parties. Even thereafter, in case of any grievances, the matter may be referred to the Sole Arbitrator i.e. Managing Director, PRTC within 30 days, whose decision shall be final and binding on the both parties.
12. However, any liability, which may be put on the second party by any court of law or any other authority due to negligence of 1st party (e.g violation of traffic laws, non production of driving license or possessing fake driving license) and has to be paid by the second¹ party as per such order on account of fault of 1st party the same shall be recovered from the 1st party.
13. That the first party shall be got covered under the Group Insurance Scheme by the second party for minimum amount of Rs. 5 lac each and other consequential benefits in case of body injury or death. The premium for such insurance will deducted from the remuneration to be paid to the 1st party.
14. Notwithstanding anything contained elsewhere in this agreement, the same can be terminated at any time by either party by giving one month notice in writing.
15. The 1st party shall furnish a security of following amount to indemnify the loss caused to the second party by any individual of 1st party during the service:-

S.No	Category	Amount of Security.
1.	Driver Staff-	Rs. 10000/-
2.	Conductor Staff-	Rs. 20000/-
3.	Workshop Staff-	Rs. 10000/-
4.	Ministerial Staff-	Rs. 10000/-
16. That the first party shall neither have any right nor claim for regularisation of his services merely on the ground that he has served in PRTC the contract period. During the first party will have to compete with others as and when the Corporation decides to fill the posts on regular basis.
17. MD, PRTC shall have the right to terminate the contract even before even before the expiry of the term of the contract by issuing a notice for 30 days.
18. The expiry of terms and contract shall not itself give the right to ipso-facto approval of renewal of same to the second party whereas the contract shall be renewed by second party by keeping in view the integrity, industry and overall performance of the 1st party.
19. All differences and dispute between the parties hereto on any clause or matter herein contained or their respective rights claims liabilities hereunder or otherwise in relation to or arising out of this agreement shall be referred to the sole Arbitrator i.e MD,PRTC or any other officer authorised by the arbitrator within 30 days of passing of any impugned order and such arbitration award passed by the arbitrator shall be final and binding on both parties and such arbitration shall be governed by the Indian, Arbitration and Conciliation Act, 1996 (Act No. 26 of 1996).

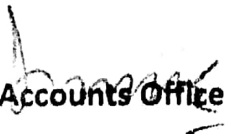
20. Neither of the party shall have right to appeal against the award passed by the sole arbitrator to any of higher authority of PRTC.
21. That the venue of the arbitration shall be at Patiala.
22. All legal proceedings arising out or under this agreement shall be subject to the jurisdiction of Civil Court at Patiala.
23. In case the 1st party is found to be indulged in contravention of any provision of Official secrets Act, Prevention of corruption Act and in the offence involving moral turpitude etc. the contract stands cancelled & security deposited shall be forfeited.
24. The agreement is entered upon the presumption that the documents submitted by the 1st party pertaining to his education qualifications, experience and age etc at the initial stage of engagement of his services through the respective service provider of 1st party are genuine and if at any stage the same are found to be fake or obtained by fraudulent means the contract agreement entered upon shall be terminated besides initiating criminal proceedings and security deposited shall stands forfeited.
25. General Manager PRTC reserves the right to get the antecedents of the first party verified from police authority and on receipt of any adverse report against the first party the contract agreement will be terminated.



Senior Legal Advisor



General Manager (Operation)



Chief Accounts Officer



General Manager (Admn.)