

*o/s. contract
agreement.*

:: PEPSU ROAD TRANSPORT CORPORATION PATIALA ::

NO. 219 /PRTC/Admn-1

Dated: 02/07/18

Order

In continuation to this office order no. 746 dated 19.03.2018 the Contract agreement with M/S S.S. Services Provider, Patiala is hereby extended as per the existing terms and condition till the finalisation of the tender process for engaging new service provider for providing manpower to PRTC.

Dated:

- Sd/-
Managing Director,

Entd. No. 3716 PRTC/Admin-1

Dated: 02/07/18

Copy to:-

1. All the General Manager of Depots.
 2. Chief Accounts Officer, ACFA(Bills), Works Manager(CW), PRTC, Patiala.
 3. M/S. S.S. Services Providers, #37-D, Model Town, Patiala.
 4. P.A./M.D., Supdt. (Admin).
- For information and necessary action.

9/3/18
Managing Director,
Pepsu Road Transport Corporation,
Patiala.

भारतीय न्यायिक

एक सौ रुपये

RS. 100

₹. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

DEED OF AGREEMENT

पंजाब पंजाब PUNJAB

X 14294

This deed of agreement is arrived at between the Pepsu Road Transport Corporation, Patiala through its Addl. Managing Director or any other officer authorized by PRTC (herein after called as the first party) and the Service Provider M/s S.S. Service Providers, #37-D, Model Town, Patiala (herein after called the Second party) for providing man power to the first party which will be outsourced to second party from time to time on the following terms & conditions.

TERMS & CONDITIONS

The period of agreement shall be initially for a period of two years from 01.03.2016 to 28.02.2018 which will be reviewed after two years and extended further with mutual consent of both the parties. First party reserves the right to send back any of the manpower at any time without assigning any reason or giving any prior notice and the second party will have to provide suitable replacement immediately.

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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During the period of this agreement, the second party shall provide

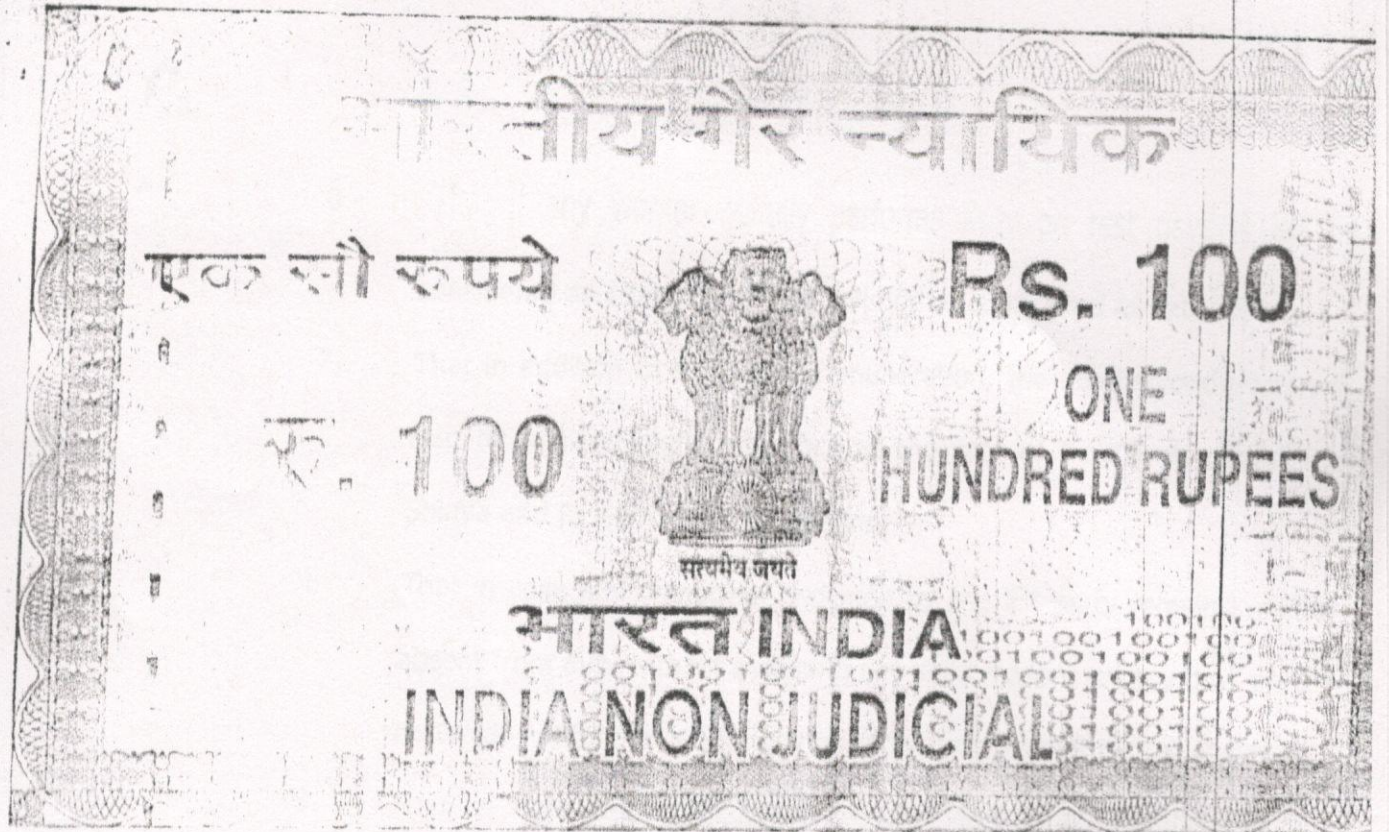
धनञ्च पंजाब PUNJAB

qualified manpower as per the educational qualification/ Experience laid out in the PRTC Amended Rules, 2010 or as provided by the first party

X 1429

from time to time (Annexure 'A') to the first party as per their requirement within the time schedule mentioned in the offered letter.

3. The first 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.60/- for Delhi & Shimla and Rs.40/- for other cities and EPF/ESI ,(employer share only), Contractor share service tax as applicable from time to time to the service provider for the manpower provided by him who shall pass it to the manpower his admissible salary/TA strictly through their bank account and the statutory liabilities shall be paid to the concerned authorities immediately. Statutory liabilities including service tax, deduction of employees share of EPF/ESI and contribution of EPF/ESI share of employer and their deposition with the respective authorities shall be the



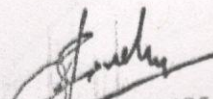
सole responsibility of second party. The detail of the Salary Structure is
पंजाब PUNJAB placed at Annexure 'B'. X 1429.

4. That the workmen provided by the 2nd party are entitled to above remuneration subject to the condition that they perform 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 staff provided by 2nd party will be allowed to avail one rest in a week and the manpower provided by the service provider is not entitled for any other leave /holiday except the weekly rest. The duty hours of the Workshop staff will be regulated by the General Managers of concerned depot.
5. That in case of driver /conductor provided by the 2nd party performs duty over and above 48 hours in a week, the same shall be accounted as extra duty and additional remuneration will be paid to such manpower at the rates fixed by 1st party from time to time.

6. That if any worker willfully performs duty on rest days it will be considered as normal duty and will not be considered as extra duty.
7. That in addition to the above remuneration, the drivers/conductors will also be allowed night allowance at the rate of Rs.60/- for Delhi and Shimla and Rs.40/- for other stations.
8. That in case any manpower provided by the 2nd party remains willfully absent from duty without assigning any valid reasons on any day, the 2nd party will not be entitled for any remuneration for that particular day.
9. That in case the schedule mileage of any route assigned to the manpower provided by the 2nd party is not covered due to the willful absence of the manpower provided by the 2nd party the loss caused to the 1st party can be recovered partly or fully from the 2nd party.
10. In case any of the manpower provided by the 2nd party remains willfully absent from his duty for a continuous period of 7 days or a total period of 10 days in a month the services of such manpower will be returned to the 2nd party without issuing any notice.
11. That in case the manpower provided by the 2nd party is found to indulge in fraudulent / malpractice, his services will be returned to the 2nd party without issuing any notice.
12. In case a driver gives low KMPL than the norm of PRTC or on detection of pilferage of any kind or any damage to the bus, the services of concerned driver shall be discontinued and sent back to the service provider besides effecting recovery of the loss caused to PRTC. This

recovery shall be made good from the service provider who shall also immediately provide the replacement of such expelled/discontinued worker to PRTC.

13. In case any fraud/pilferage is detected against the manpower provided by the second party who is performing the duty of conductor the penalty @ 100 times or more will be imposed for the amount of fraud detected. In case of repeated cases of fraud detected against the same person the services will be sent back to the second party
14. The second party will not engage the services of any person whose services have earlier been sent back to any of the service provider.
15. The service provider before sending his manpower to PRTC will seek an undertaking in the form of an affidavit from each person that they agree to comply with the terms & conditions finalized by the first party. This agreement will be with the manpower & the second party. Further to it the second party will give an undertaking that the manpower provided by them will not indulge in any anti PRTC or anti national activities. If the manpower provided by the second party indulges in such activity the agreement signed with the second party can be cancelled.
16. That the 2nd party can file an appeal against any such decision within a period of one month to the Managing Director-Cum- Sole Arbitrator or any other officer authorized by him whose decision shall be final and binding on both the parties. If appeal filed by the second party is accepted by the Sole Arbitrator and allowed by taking a lenient view by imposing penalty or recovery of loss suffered by the Corporation and if



the same worker is again found to indulge in fraud/ malpractice, his services will be returned to the second party and will render him ineligible to file appeal and serve the Corporation in future.

17. That all the man power provided by the second 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 second party will provide details of such insurance cover to the 1st party.
18. The second party shall not employ any person who does not possess the prescribed qualification and fulfill eligibility conditions as given at Annexure 'A'
19. The first party shall have the right to screen manpower employed by the second party and reserves right to permit/disallow any manpower employed by the second party in matter of execution of work.
20. The second party shall always keep adequate reserve manpower with them to meet with any exigency so that operational work of first party does not suffer. In case the second party fails to perform the task assigned to it, it shall have to pay penalty as given in clause '9' for the Kilometer missed on account of default of second party.
21. The second party shall ensure that manpower provided by it to do the operational work of the first party and observe strict discipline and wear uniform prescribed by first party.
22. The manpower employed by the second party will be the sole responsibility of the second party in all matter and it will have no claim/

right whatsoever against first party. The second party shall be solely responsible for all the liabilities and claims of the their employees, which may accrue under any law for the time being enforced

23. The first party shall not be liable to pay any amount towards pension, gratuity or any other benefits dues as per laws to the manpower expect and over & above the agreed amount as given at clause 2.
24. The first party shall not be liable for any payment other than the minimum wages as given in Clause 1 of this agreement. It is again reiterated that responsibility/liabilities with respect to the persons employed by the second party, will exclusively be of the second party including any compensation or any other liabilities if any during the execution of outsourced tasks.
25. Provisions of the Motor Transport Worker Act, 1961 as applicable to the operational staff will also be applicable to the driver/conductor of the second party. The liability and the responsibility of enforcing labour/other statutory laws applicable on manpower provided by the 2nd party shall rest with the 2nd party and the 1st party shall not be liable for statutory violation if any.
26. It is made clear that in case any court fixes the responsibility of the 1st party to pay any compensation on account of non fulfillment of statutory provisions of any Act or Law for the welfare of labour and workman. The same shall be liable to be reimbursed by the second party to the first party.

27. Where the accident of the bus of the 1st party occurs and the driver provided by the second party is found to be negligent, the 2nd party shall be liable to pay for the damages arising out of such accident qua third party subject to a maximum of Rs.50,000/-. The amount of recovery shall be decided for each case by the 1st party.
28. In the event of loss of property of the 1st party on account of negligence on the part of any employee of the 2nd party, it shall be liable for making good such as loss for which a summery enquiry will be held by the First party for calculating the loss and for fixation of responsibility of loss. The summery enquiry shall be completed preferably in 30 days. The finding of the enquiry officer appointed by the first party shall be binding on both the parties and any other liabilities if any during the execution of outsourced tasks. Even thereafter, in case of any grievances, the matter may be referred to the Sole Arbitrator i.e. Managing Director, PRTC whose decision shall be final and binding on the both parties.
29. The MACT cases shall be contested by the first party. However, the second party may contest the case independently on behalf of the driver. The driver has to appear as a witness in the MACT case if it is so required by the first party.
30. In case of death of person provided by the second party or anybody injury due to miss-happening otherwise during the discharge of the duties in the PRTC, the first party shall not at all be responsible/ liable for any compensation whatsoever under the workmen compensations

act of any other such liability under any act and the same shall be sole responsibility of the second party.

31. However, any liability, which may be put on the first party by any Court of law or any other authority due to negligence of Driver of the second party (e.g. violation of traffic laws, non production of driving license, etc) and has to be paid by the 1st party as per such order on account of fault of any employee of the second party. It shall be reimbursed by the second party to 1st party. In case, the second party fails to reimburse the amount to the 1st party it shall be entitled to deduct the due amount from the second party, out of the payment payable by the 1st party. *on passeri fa acci acc*
32. The 2nd party will keep/maintain regular accounts of the amount paid to the manpower, the deduction made under various heads and contributions received by the 2nd party from 1st party on a regular basis. The accounts would be submitted to the first party after every 3 months which would be audited by the auditor appointed by the 1st party at the cost of 2nd party.
33. The remuneration of each of the outsourced employee shall be made on the appointed date by the 2nd party preferably through bank.
34. The 2nd party shall be bound to supply the salary slip to any outsourced employee on demand from such employee and 1st party would not be liable to issue any such salary slip.
35. The 2nd party shall furnish a bank guarantee of the following amount to indemnify the loss caused to the first party by any individual of the 2nd party during the discharge of outsourced tasks:

No. of outsourced person	Amount of Bank Guarantee
Upto 40 persons	Rs.5.00 lacs
41-60 persons	Rs.7.00 lacs
61-80 persons	Rs.8.00 lacs
81-100 persons	Rs.10.00 lacs
101-120 persons	Rs.11.00 lacs

Thereafter a guarantee of one lac for any additional 20 persons. However, the Govt./Semi. Govt./Govt. owned or controlled companies shall be exempted from providing Bank Guarantee.

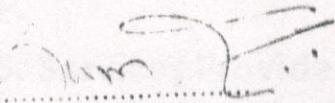
36. In case the 2nd party is found to be not complying with any of the above terms and conditions of the agreement the contract shall be terminated by the 1st party without serving notice upon 2nd party.
37. Notwithstanding anything contained elsewhere in this agreement, the same can be terminated at any time by either party by giving three month notice in writing.
38. The 2nd party concerned shall furnish the bill of remuneration of all the manpower provided in the Corporation through him, depicting the gross/net remuneration of each of outsourced manpower including the deductions made from them by the 15th of each month to the concerned depot with a copy of the same to Head Office.
39. In case the conduct of a contractor /service provider (2nd party) is not found to be satisfactory or the contractor/ service provider refuses to carry out on the work of providing the manpower through outsourcing the 1st party shall have the right to transfer the manpower supplied by the 2nd party to some other contractor/ service provider.

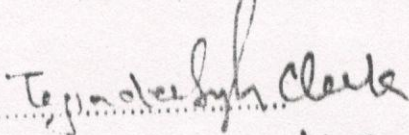
40. In case of any dispute or difference arising out of implementation or interpretation of any of the clauses of the agreement it will be endeavored to be settled by mutual negotiations failing which the matter shall be referred to the sole arbitrator i.e. Managing Director, PRTC whose decision shall be final and binding on both the parties.
41. The 1st party reserves the right to transfer/posting any of the worker provided by the Service Providers to any of the depot or Head Office and the 2nd party has to ensure the compliance of the orders within 5 days from the date of issue of orders, failing which the services of such worker will be returned to the concerned Service Providers.
42. Jurisdiction of Courts shall lie within the periphery of Patiala only.

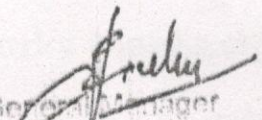
Witness:

In witness thereof this deed of agreement between the parties is executed this day of

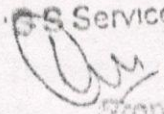
Witness

1. 
 S.S. Services Provider
 PATIALA - CA 14710

2. 
 H.O.


 General Manager
 (Administration)
 Signature on behalf of PRTC
 P.R.T.C., PATIALA

(Full name and address of Second Party)

S.S. Services Provi.

 Prop./Auth. Sign.
 Ms. S.S. Services Providers
 #37-D, Model Town,
 Patiala