



**OFFICE OF THE ACCOUNTANT GENERAL (AUDIT I)
ODISHA: BHUBANESWAR.**

No. Admn (G&SSA)/Genl./ACCS/2020-21/360

Dated: 3 August 2020

To

The Managing Director,
The Accounts Co-operative Credit Society Limited,
Odisha, Bhubaneswar.

Sub: Regarding Co-operative Societies functioning in IA&AD Offices.

Ref: Headquarters Office letter No. 55-Staff (Disc. - I)/24-2018/Vol. II dated 15.07.2020.

Sir,

In inviting a reference to above cited subject and referred letter, I am to send herewith revised Tripartite Agreement forwarded by the Headquarters Office, to be executed between (i) Staff (ii) Office and (iii) Co-operative Society, for necessary action at your level.

Yours faithfully,

Encl: As above.

Sr. Audit Officer/Admn. (Audit I)

Memo No. Admn (G&SSA)/Genl./ACCS/2020-21/361

Dated: 3 August 2020

Copy forwarded to AAO/DA&R Cell to host the revised Tripartite Agreement in the Office intranet.

Sr. Audit Officer/Admn. (Audit I)

*For which, PEG.
Plz. upload.
08/08/2020.*

(C.Dy.No-565) AG/G & SSA/Secy/Dy.No. 80 Dt. 27/07/2020

By Speed Post (CAE)

Office of the Comptroller & Auditor General of India
New Delhi

(For exclusive use in IA&AD and not
to be quoted or published elsewhere)
Circular No. 30 -Staff (Disc.-I)/2020
No.55- Staff (Disc.-I)/24-2018 Vol-II
Dated 15.07.2020

To

1. All Heads of Department in IA&AD
(as per mailing list)
2. Principal Director (Headquarters)

Sr.DAG (Admin) Sect. CAE Dy. No. 62/297/20

Subject: Draft Tripartite Agreement.

Sir/Madam,

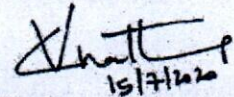
Reference is invited to this office Circular No. 16-Staff (Disc-1)/2020 issued under letter No. 439-Staff (Disc.I)/24-2018 dated 19.03.2020, forwarding therewith guidelines for drafting of Tripartite Agreement; mentioning terms and conditions to be included in the Tripartite Agreement to be executed between employee, office and concerned cooperative society.

2. Now Legal Section of this office has forwarded the revised Tripartite Agreement to be executed between employee, office and concerned cooperative society in respect of (i) Cooperative Credit and Thrift Societies and (ii) Cooperative Consumer Societies. The same is enclosed for appropriate action in the matter.

3. These instructions supersede the instructions issued vide aforesaid Circular No. 16-Staff (Disc-1)/2020 dated 19.03.2020.

Encl: As above.

Yours faithfully,




(V. S. Venkatanathan)

Assistant Comptroller & Auditor General (N)

Sr DAG/Admn

AAG/Admn
29/07/2020

Sd Dinesh, As.
Br
29/7/20



TRIPARTITE AGREEMENT

This Tripartite agreement dated..... (dd/mm/yyyy) executed at..... (Place)

Between
Mr/Ms.-----S/o/D/o-----employed as -----
----- (Designation of the employee) (Society Membership No. -----) at the office of the
(name of the IA&AD office) bearing Employee No.-----herein after referred
to as "First Part/Employee".

And
The (Name of the Cooperative Society) registered under..... (Name of
the Cooperative Societies Act under which society is registered) (Registration No.-----
-----) represented by its Secretary having their office at (Name of the Place
at which Society has its address in the records of the Registrar Cooperative Societies)
herein after referred to as "Second Part/Society".

And
The (Name of the IA&AD office) represented by the Drawing and
Disbursing Officer of office of the (Name of the IA&AD office) headquartered at
..... (Place) herein referred to as "Third Part/Employer".

The terms of the Parties of First Part, Second Part and Third Part being the Employee,
Employee Society and the Employer respectively wherever mentioned shall in the
context so permits mean and include their legal Representatives, Administrators,
Successors, Executors and Nominees and legal heirs.

Whereas, the Society was formed and registered under the provisions of
(Name of the Cooperative Societies Act under which society is/was formed) and the
Employees of the (Name of the IA&AD office) are
members of the Society. The society shall advance Loan, only after the signing of the
Tripartite Agreement and subject to the conditions given in this Tripartite Agreement,
to the Employees who are the members of the Society and the said loans shall be
recovered from the salaries of the Employees by the Employer and paid to the Society.

Whereas the Employee of (Name of the IA&AD office) having become the
member of the Society has expressed his/ her consent and empowered the Employer to
deduct the dues to the Society towards the instalments of loan pending/ interest/
subscription/ thrift, etc payable by the employee to the Society as per the demand raised
by the Society on month after month basis from the salary of the Employee.

It is hereby agreed to by and between the parties hereto, the terms and conditions set forth
below:

1. The Employee assures that he/ she does not have any objections in making such
deductions from his /her salary on the demand made by the Society as he/she has
benefited from and out of the Society.
2. The Society confirms and agrees that the Employee has not availed of loan of not more
than 40 percent to 60 percent of his salary (basic pay plus DA as on that date). (40 percent
to 60 percent depending upon, the length of service remaining with the government)
3. The Society and Employee confirm and agree that the Employee has not availed of any
other loan from any other source - bank, housing bank, cooperative credit society or any
other source. If availed of any loan from any other source, then the loan sanctioned by
the Society shall be restricted in the manner that EMI (Equated Monthly Instalment)
does not exceed 40 percent of the net salary when taken together with earlier loan. That
is, if earlier loan is 20 percent of his salary, the society cannot sanction a loan in excess
of 20 percent of his salary. The correctness of this will lie on the Employee and Society
only. Thus, the Society and Employee only will be responsible for any outcome owing

to incorrectness of such an undertaking. In such a situation where employee has furnished wrong information, the Employer will be well within its rights to proceed against him/her under CCS (Conduct) Rules.

4. The Employer confirms and agrees to deduct from the salary of the Employee on month after month basis the amount demanded by the Society towards the repayment of the loan and subscriptions of the Employee and pay the same directly to the Society. ✓
5. The Employer, however, explicitly states that deduction towards statutory dues from the Employees will be given preference and only after such deduction, dues demanded by the Society will be deducted from the Employee on month after month basis. ✓
6. Through this Agreement the Employer shall have no other obligation except deducting the Society dues from the Salary of the Employees as per the demand made by the Society. ✓
7. The Society agrees that they shall make the demand based on the dues for the respective month from the employee and the employer shall deduct from the salary of the employee and pay the society on the basis of such demand made by the Society. ✓
8. The Society shall obtain the guarantees of two guarantors who shall be liable to pay the remaining loan in case the employee, who availed the loan, quits the job or is removed from the job or in case of his/her demise. Add ✓
9. No recoveries towards payment of loan shall be made from DCRG and other pensionary benefits. However, recoveries may be made from leave encashment payment, if any, made at the time of retirement. changed ✓
10. Employer shall not be responsible for the correctness or otherwise of the demand made by the Society. ✓
11. In the event of any excess demand made by the Society towards the dues from the Employee, the Employee and the Society shall not hold the Employer responsible for deductions so made based on the demand made by the Society. ✓
12. If the Employee is transferred out of the administrative control of the Third part/ Employer, this tripartite agreement shall cease to be operational. ✓

Signed this day..... (dd/mm/yyyy) at..... (place)

First Part

Second Part

Third Part

Witness

1.