



(TENDER FORM NOT TRANSFERABLE)

To
The Regional Manager, Hyderabad Region
TSRTC, MGBS,
Hyderabad Region

PHOTOGRAPH OF
TENDERER TO BE
AFFIXED WITH
SIGNATURE

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Sir,

Sub:- CONTRACTS – Awarding of contract relating to outsourcing the work of **Provision of Unskilled manpower for Loaders and Un-loaders on Cargo Vehicles in _____ Depot** of Hyderabad Region - Submission of Tender Form – Reg.

Ref: Tender Notification No. M2/797(1)/2024-HR, dt:05.02.2024, published in Andhra Jyothi & Deccan Chronicle News papers on 13.03.2024.

I/We hereby submit my/our Tender in the prescribed tender form. I / We read thoroughly the job description, modalities 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.

I / We hereby further agree to abide by the terms and conditions stipulated by the Corporation from time to time during the operation of my contract on awarding the same.

Yours faithfully,

SIGNATURE OF THE TENDERER

DATE :
FULL NAME :
PERMANENT ADDRESS :
OF THE TENDERER :
PHONE NO.& CELL NO. :
(IN BLOCK LETTERS)

**TENDER FORM TO BE FILLED BY THE TENDERER FOR ALLOTMENT OF OUTSOURCING OF UNSKILLED
MANPOWER FOR LOADERS AND UN-LOADERS ON CARGO VEHICLES IN _____ DEPOT OF
HYDERABAD REGION**

1. Name of the Tenderer
(In capital letters) _____
2. Father's Name _____
3. Full Address of the Tenderer
With Mobile No. _____
4. Date of Birth & Age of the Tenderer _____
5. If Firm / Agency mention full address
& details _____

6. Nature of Work: **Provision of unskilled manpower for loaders and Un-loaders
on Cargo Vehicles in _____ Depot of
Hyderabad Region**

Note: The criteria for allotment of this contract will be based on the lowest amount offered (but not less than the minimum value) and in accordance with terms and conditions.

7. a. Minimum No. of persons to be deployed :
for the above work.

- b. Minimum value of the work with PF code Rs. per month.
(including PF & ESI Statutory and 7% profit margin)

8. Total Amount as per Annexure for
which quoted Rs. _____

9. a) Labour licence No. & validity (if any) ..
:

Under contract labour (R&A Act, 1970)
(Copy to be enclosed)

- b) Certification of Registration of Firm :
(Copy to be enclosed)

- c) Details of PF code No. & ESI code Nos. :
(Copies to be enclosed)

- d) PAN Number :
(Copy to be enclosed)

- e) GST Registration Number & Date :
(Copy to be enclosed)

10. Previous Experience (if any) :
(Details to be furnished with proof)
No. of years in similar field

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11. Details of Earnest Money Deposit (EMD) drawn in favour of Dy. Chief Accounts Officer, Secunderabad Region, TSRTC, _____, _____ (DD to be enclosed)

a) Amount paid towards EMD : Rs.

b) DD/Banker's Cheque No & Date :

c) Name of the Bank/ Branch :

12. Details of Cost of Tender Form "drawn in favour of Dy. Chief Accounts Officer, Secunderabad Region, TSRTC, _____, _____ (DD to be enclosed)

a) Amount paid towards Cost of Tender Form Rs.1,180/- (including GST)

b) DD/Banker's Cheque No & Date :

c) Name of the Bank/ Branch :

13. Last Date and Time for submission of tender :

I/We confirm my/our acceptance to the Terms and conditions stipulated by TSRTC. In event of my/our failure to abide by any of the Terms and Conditions, the EMD amount paid by me/us is liable for forfeiture.

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Note: All the above columns should be filled up compulsorily.

Please read all clauses of Terms and conditions and sign on each page as Acknowledgment of acceptance.

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DETAILS OF JOB LIST:

- 1) The contractor must deploy the required manpower to attend the following works regularly at the work spot.
 - a) To go alongwith Cargo Transport Vehicle (CTV) within the state and outside the state of Telangana
 - b) To carry out unloading / loading, distribution and delivery at the door step of AWC, till completion of distribution of food items.
 - c) If one or two days gap arises before transportation activity, they will be utilized in depot functional activity only.
 - d) Any other work entrusted by the Unit Officer/Supervisor.
 - e) The persons engaged are eligible for weekly off.

The persons engaged by the contractor shall be deployed in the units of Region, The units to which they shall be deployed shall be intimated at the time of allotment of tender.

TERMS AND CONDITIONS

I- GENERAL

1. (a) The Tender Forms can be downloaded from the website (<http://www.tsrtc.telangana.gov.in>) from **13.03.2024 to 28.03.2024**. The Cost of Tender Form is **Rs.1180/- (cost Rs.1000/- + Rs.180/-(GST))**, for which a Demand Draft can be “ **drawn in favour of Dy.Chief Accounts Officer, TSRTC, Secunderabad Region** to be enclosed with EMD amount payable and along with the Tender application at the time of submission of Tender Form.
 - b) The sealed cover should be placed in the sealed tender box, kept in the Office of the Regional Manager, Hyderabad Region, MGBS from 10.30 Hrs to 14.00 Hrs on 30.03.2022, the tenders received after the stipulated date and time will not be accepted. Tenders will be opened at 15.00 Hrs on the same day by the Tender Committee.
2. 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.
3. In case of Firms/Companies/Corporations etc., the authorized representatives can participate in the tender along with authorization letter.
4. Tender forms not accompanied by the demand draft in original towards the requisite EMD. Incomplete filled in tender forms, failure to sign and failure to enclose terms and conditions will be rejected.
5. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed by TSRTC will summarily be rejected.
6. The successful tenderer shall enter into an agreement for undertaking the work on prescribed terms and conditions.

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- (a) **No contractor can quote value less than the minimum value of work** specified in the tender notification and Annexure of tender schedule for outsourcing of works of **manpower for Loaders and Un-loaders on Cargo Vehicles in _____** Depot of Hyderabad Region by engaging unskilled labour. If any contractor quotes less than the minimum value notified such quotations shall automatically be disqualified.
- (b) The interested parties shall submit their tender form / application quoting the “monthly remuneration” expected which includes minimum wage payable PF, EDLIF, ESI Administrative and Inspection Charges wherever applicable in addition to the minimum profit margin of 7%.
- (c) The contractor should quote clearly the rate per month for providing No. of persons/labour for the above work as stipulated in the Annexure.
- i. Tenderers shall quote rates as per minimum wages notified by the appropriate authorities duly including PF, ESI, EDLIF, contribution payable by the contractor.
unskilled
Rs. 14,444.00/- per month per contractor with PF code No.
- ii. **Minimum value of work (minimum cost) means sum total of :**
- a. Minimum wages for unskilled is Rs.11,612/- as communicated by the Govt. (As per Circular No.PD-24/2023, Dt. 05.12.2023) and statutory contribution PF, ESI, EDLIF Administrative and Inspection Charges and
- b. 7% profit on minimum wages and statutory contribution
- iii. In case if any area falls within ESI exempted zone the same will not be included in the minimum value.
- iv. Minimum value of work (minimum cost) is rounded off to nearest rupee.
7. In the event of death of contractor, the contract shall come to an end. However, the Corporation may permit the Legal Heir of the contractor to run the contract on the same terms and conditions for the remaining period of contract on execution of fresh deed of agreement by such Legal heir.
8. 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.,
9. 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.

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10. The period of contract is for **two years** from the date of agreement and extendable upto **one year** based on the satisfactory performance of the contractor.
11. The corporation is not responsible if the tenders are held up due to litigations in Hon'ble courts or for any other administrative reasons.
12. Any clarifications required regarding the terms and conditions shall be clarified by the Executive Director, Greater Hyderabad Zone office, Jubilee Bus Station, II floor, Picket, Secunderabad before submission of the tender form. **Later no clarification will be entertained.**
13. In all disputes in case of doubts or interpretation of clauses of conditions and applications of this contract or otherwise, the decision of the Managing Director, TSRTC shall be final.
14. a) The contractor is not permitted to sub-let the contract work to any other sub - contractor.
b) The allotment of contract shall be on Non Exclusive basis.

c) 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.
15. The right given under this contract is not transferable.
16. The Corporation reserves its right to reduce / increase the man power requirement by giving one month notice to the Contractor / Agency as and when needed.
17. The Corporation reserves the right to modify condition/conditions of the Agreement during the period of agreement and the successful tenderer has to abide the conditions of the Corporation and has to enter into a fresh agreement with the Corporation at his own cost, with the prior notice to the Contractor.
18. The interested parties may inspect the premises of contract before submitting the tender form
20. Tenders shall be invariably REJECTED:-
 - a]. When incomplete tender form is submitted or tender form with pre-conditions or additional conditions is submitted.
 - b]. When the tender is submitted in an unconcerned tender form.
 - c]. When the tender is submitted for the business other than that notified in the tender.
 - d]. When the tender form submitted by the tender is invalid; the tender form becomes in valid.

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II. CONTRACTORS OBLIGATIONS:

1. The contractor has to obtain license from the Licensing Officer under Contract Labour (Regulation & Abolition) Act, 1970 to carry-out the work contract in question in the contract area in the Establishment of Units of Hyderabad Region and submit a copy of the same to the Licensor and to the Unit Officer/Depot Manager concerned before commencement of the contract.
2. The contractor has to contact the Labour Department 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.
3. The Contractor is liable for any obligation arising out of his contract in respect of labour engaged by him.
4. The contractor has to supply Uniform and identity plates to the Unskilled Manpower. No Person shall be allowed to work without identity plates. The Persons should contact the supervisor on duty at Depot before and after spell of his duty and furnish the position from time to time. The contractor shall not change the men without prior approval of the Depot Manager.
5. The contractor should adhere to all acts and laws in force applicable to his business and for any violation of such laws the sole responsibility lies with the licensee.
6. On the expiry of the period of license or on its termination, as the case may be the contractor shall hand over the equipment's, if any, to the Depot Manager of the concerned Depot duly handing over the contract.
7. The contractor shall pay all the taxes 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 nonpayment of taxes or default there in. Any default, nonpayment of taxes to statutory authorities will cause termination of license and vacation of premises.
8. 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.
9. The contractor shall insure the lives of the Unskilled Manpower 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 persons.
10. The contractor shall pay the remuneration by crediting to the Bank account of the respective personnel engaged by him, simultaneously enclosing copies as proof for records

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11. In case of Injury/Death caused to any person within the premises of depot garage or on duty while going with the Vehicle by the person engaged by the contractor, the contractor shall be liable to pay the compensation as levied by the statutory bodies/authorities concerned. The Corporation shall not be responsible for any such compensation. In case the contractor fails to pay such compensation the Corporation shall have the right to recover the same from the Security Deposit and monthly remuneration payable to the contractor apart from termination of contract.
12. In case the Contractor/Agency deploys any of his family members who are covered under the term "Family Members" as defined under Sub-Section 3 of Section 26 of the Minimum Wages Act, 1948, an Affidavit explaining the relationship and dependency shall be submitted, both by the Contractor/Agency as well as reported family members of the Contractor individually.
13. The Contractor has to comply with all the provisions of the Acts of Government relating to labour Rules and Regulations made there under from time to time like Contract Labour (R&A) Act 1970. Payment of Minimum Wages, Provident Fund, EDLIF, ESI etc., as prescribed by the appropriate Government from time to time and submit the proof of compliance along with the monthly bill to the Depot Manager concerned for payment. He has to indemnify the Corporation for all the claims, damages for compensation under the provisions of all Laws and Acts pertaining to the Labour.
14. 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 and also while proceeding with the vehicle. The Contractor is liable to bear all expenses and compensation in such cases. The contractor shall satisfy the TELANGANA STATE ROAD TRANSPORT CORPORATION with the arrangements made by him to fulfill his obligation arising out of this clause by way of an Insurance Policy.
15. 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 Department., or the workers on any payments to be made to the workers and on any penalties levied by the Government.
16. The contractor is liable to pay the damages if any caused to the premises or moveable/immovable property of the Corporation by him or by his agents or representatives as determined by the licensor. The Corporation shall have the right to recover such amounts towards 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

III. LABOUR SPECIFICATIONS:

1. The contractor/ agency should deploy suitable Male candidates against the contract work, shall invariably possess the following qualification.
 - a) Must have passed VIII Class or its equivalent examination
 - b) Must be above 18 years and below 40 years of age.
 - c) They should be able to operate Bio-metric device, for which necessary training will be imparted by Corporation.

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2. **In addition to monthly remuneration the manpower engaged (unskilled) is eligible for day out Batta of Rs.75/- per day in case of day out operation and night out Bata of Rs.150/- per day. (On certification of Unit Officer)**
3. At any cost child labour i.e., children below 18 years of age, should not be engaged for the contracted work.
4. The workmen deployed by the contractor have to strictly follow the administrative timings as decided by the Unit Officer. The Unit Officer at any time can demand their presence, if situation warrants, for which they have to abide by.
5. The man power thus engaged shall be deployed as per requirements, as instructed by Unit Officer and his Supervisor.
6. The successful Contractor / Agency has to furnish the passport size photographs of the persons to be deployed by him for the contracted work, within 15 days of awarding contract containing the Name, Qualification, experience, age, Father's name, residential address of each worker along with Tender Application. The contractor shall not change the work men specified without approval of Depot Manager.
7. The persons employed by the contractor shall not have any right or claim whatsoever for employment in TSRTC at a future date.
8. 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.

IV.CRITERIA FOR ALLOTMENT OF TENDERS:

1. The criteria for allotment of this contract will be based on the lowest amount offered but not less than the minimum value and in accordance with terms and conditions specified.
2. The rate quoted shall include minimum wages payable for unskilled labour contribution towards PF, EDLIF, ESI, administrative and Inspection charges and minimum 7% profit margin of the contractor.
3. If the lowest monthly remuneration quoted by any Tenderer who does not have PF & ESI Code numbers is less than the lowest monthly remuneration quoted by the Tenderer holding PF & ESI code numbers, the tender Committee shall have the right to negotiate with the Tenderer holding PF & ESI Code numbers so as to give preference to him.
4. Other things being equal, preference will be given to the following in the order of priority.
 - a. The tenderer who is holding PF & ESI Code Nos. issued by Competent Authority concerned shall be given preference.
 - b. The Tenderer who holds a valid labour licence under Contract Labour (Regulation and Obligation Act, 1970) will be given preference.
 - c. The Tenderer with at least Two (2) years of registration for the same / similar nature of work (like man power supply) with the appropriate authority will be given preference.

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5) Other things being equal, if more than one Tenderer quotes the lowest minimum amount and is found suitable by Tender Committee, on all other criteria specified above the Contract shall be allotted to one of them on the basis of Lottery.

6) Finalization of Tenders will be by way of negotiation by the Tender Committee. The decision of the Tender Committee in that regard shall be final.

7) The persons who are black listed or who have bad track record with the Corporation or against whom business complaints are pending will not be considered for allotment of the contract even if they fulfill all the other conditions.

8) In case of contractor supplying 20 or more persons to TSRTC in any category who is not in possession of PF & ESI code shall compulsorily submit the same before depositing security deposit and in case the contractor fails to submit the same his tenders shall be liable for cancellation duly forfeiting the EMD.

V. EMD:-

1. Earnest Money Deposit is to be paid as specified in Tender Notification/Tender terms and conditions at Annexure.

A) **a)** The EMD prescribed should be paid through crossed Demand Draft drawn in favour of Dy. Chief Accounts Officer, TSRTC, (Secunderabad Region), payable at Nationalized Bank, only and in case of failure to enclose the Demand Draft, as specified above in original to form/Application will be rejected.

b) The EMD amount shall not carry any interest.

B) **a)** The tender form duly filled in, along with the Demand Draft in original towards the EMD amount should be enclosed along with the terms and conditions duly signed on each page. Amount quoted by Tenderer 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 rates quoted or any other corrections in the tender form, they should be attested by the tenderer otherwise the tender will be rejected.

b) In case of any discrepancy in words and figures, the rate whichever is lower will be reckoned as quoted rate.

c) On the sealed cover, the nature of business, name and address of the tenderer shall be indicated.

4. EMD is not exempted to any society/voluntary/organization/institutions/ communities etc.

5. In case EMD paid by the Tenderer is less than what is stipulated in the tender Notification or the EMD paid through other means i.e., in a manner other than the stipulated terms and conditions, the tender will be rejected besides forfeiting the EMD.

6. The EMD amount of unsuccessful bidders will be refunded after finalization of Tenders, without any interest.

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7. If the successful tenderer fails to take up the work and provide labour with prescribed experience/qualification within the period specified, the EMD will be forfeited.
8. The tenders once submitted are not permitted to be withdrawn at any stage of process and the Corporation is not responsible for any delay in finalizing the orders etc., any such withdrawal of tender would result in forfeiture of EMD.
9. If the successful tenderer fails to pay Security Deposit within 15 days from the date of communication, the EMD will be forfeited.

VI. SECURITY DEPOSIT:

1. The successful bidder to whom the contract will be allotted shall have to undertake the contract for a minimum period of TWO YEARS from the date of entering into an agreement. If he desires to discontinue the contract for whatsoever reasons, before completion of minimum period of contract, the Security Deposit will be forfeited in favour of the corporation.
2. The successful tenderer (allottee) has to pay Security Deposit which is equivalent to ONE MONTH remuneration through DD in favour of Dy.CAO /SR within stipulated time and enter into an agreement with the corporation 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. In case of increase in statutory wages during the period of contract, proportionately additional SD has to be paid.
3. The Security Deposit is refundable on the expiry of the period of license without interest and subject to the satisfactory performance and fulfillment of agreement conditions.
 - 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 SD 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, within stipulated time.
 - c) 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.
 - d) The Security Deposit is refundable subject to claiming any arrears within 3 months before expiry of the period of license without interest.**
4. 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.

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VII. TERMINATION:

1. 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, or there is no further need of the contract and its decision in this regard shall be final.
2. The contract shall be terminable at any point of time with One month advance notice by either party after completion of 2 years period.
3. The contract is liable for termination in the event of contractor failing to do the contract for which the license is granted for a continuous period of 90 days which shall also carry necessary penalties and forfeiture of Security Deposit.
4. In case of misbehavior, assault on employees of the Telangana 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.

VIII: PENALTY CLAUSE

1. (a) The contractor is liable for imposition of penalties from Rs.500/- on each occasion in case of complaints from the Staff, Officers and Public on maintenance of the work and the same will be deducted from the monthly remuneration bills or from 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 UNIT office concerned or any higher authority who enters the agreement any higher authority to such authority.

(b) If any worker of Contractor absents on a particular day, the corresponding amount has to be deducted from the contractor.

(c) The Contractor should fulfill the minimum guaranteed performance per month besides deploying stipulated man power as decided by the Tender Committee or any authorized authority of Corporation. Failure to fulfill the minimum guaranteed performance will render the contractor liable for imposition of penalty as decided by Tender Committee.

(d) The Contractor should fulfill the minimum guaranteed attendance (as decided by Tender Committee) of the unskilled person engaged every month. Poor attendance /attendance lower than the minimum guaranteed attendance shall render the contractor liable for imposition of penalties apart from deduction of wage.
2. In the event of any statutory authority imposes any punishment likes fines etc., and if the Corporation is made a party in such penal action, the Corporation will retain/recover such amount from the amount due to the contractor monthly/ security deposit etc., with it until it is proved to the satisfaction of the Corporation that such penal actions are ceased. Such actions will also result in termination of contract.

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IX: BILL CLAIM & P.F., ESI

1. The remuneration will be paid to the successful bidder every month by the Corporation. Bill should be submitted by the Contractor in proper proforma supported by all necessary/accompaniments not later than 28th of every month. The cycle for payment for the month would be 26th of previous month to 25th of current month.
2. Payment of monthly remuneration will be made only on submission of proper Claim duly certified by maintenance supervisor and certificate should be given by In charge supervisor with reference to day to day work carried out by the contractor in charge.
3. The bill / claim by contractor shall be numbered with date; it should indicate number of persons, Quantum of work, rate applicable and amount of the bill. The bill should have the name and address of the contractor accompanied with relevant papers viz., Attendance, Acquaintance, PF / ESI Challan copies, performance details.
4. The monthly bill of the contract amount shall be paid to the contractor only after submission of proof about the deduction of the PF and ESI amounts from the wages of the persons engaged by Contractor 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 from the persons engaged by the licensee at the rates prescribed from time to time and its remittance to the concerned authorities with details of the persons for whom it is remitted.
5. In case the contractor, who is not in possession of PF 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 & 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. Contractor shall submit the details of the persons to whom the PF is to be remitted in the proforma prescribed by PF Trust, TSRTC for the current month.
6. The contractor has to produce a certificate about his performance every month on or before 28th of current month from the concerned authority on the satisfactory performance of the work to the concerned Depot Manager/Unit Officer for arranging payment of monthly remuneration which will normally be arranged on or before 10th of succeeding month.
7. During the contract period no enhancement will be allowed on the finalized tender rates except increase in the minimum wages as communicated by Government from time to time. "The Corporation will meet the total additional expenditure that arises due to increase in minimum wages and the corresponding increase in Employer's contributions towards PF, EDLIF and ESI and **no enhancement of profit margin will be allowed on the corresponding increase in minimum wages, as and when the minimum wages are enhanced during the contract period**".

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