

WORK ORDER NO – 30013/2015

A/C Code	14440	
SL Code	WL000930013	
ST- RM 100%	A	NA
14%X100%	✓	-

Ref.No: BHAVINI/R&D/FBR-1&2/2015/82.

Dt : 01.12.2015

To :

M/s. Lashron Technologies,
New No.64, Linghi Chetty Street,
Chennai – 600 001.
Phone No: 044 - 25264359.

Note : Please submit the Performance guarantee within 30 days from the date of issue of work order with validity of 37 Months.

Dear Sir,

Name of the work : Hiring the Manpower of Design/R&D Engineer on Contract Basis for working at BHAVINI Site for the Year of 2015 - 2017.

Ref : Tender No: BHAVINI/R&D/10/2015/002.

Please refer to your above cited tender in response to NIT No. BHAVINI /R&D/10/2015 /002 for the above work and opened on 26.10.2015.

- 1 This is to inform you that the tender submitted by you has been accepted for and on behalf of **BHAVINI**, for the work shown in the schedule of quantities and rates covered by the tender for a total value of **Rs. 22,69,200.00/- (Rupees Twenty Two Lakhs Sixty Nine Thousand Two Hundred only)**.
- 2 Security Deposit @10% of contract value **Rs.2,26,920.00/-** shall be split into following two parts.
 - a. 50% Security Deposit(i.e) **Rs.1,13,460/-** should be submitted as Performance guarantee in the form of bank guarantee or fixed deposit receipt obtained from scheduled commercial bank within 30 days from the date of issue of work order .The Performance guarantee should remain valid up to the defect liability period of 6 months and a claim period of 6 months. i.e should be valid for 37 Months.
 - b. Balance 50% of Security Deposit (i.e) **Rs.1,13,460/-** will be treated as Retention money and recovered from running bill @ 6% of bill value till the total value is reached and the EMD paid along with the tender will also be adjusted for the retention money. The Retention money recovered will be returned to the contractor after one month from the date of issue of completion certificate, on receipt of request from the contractor, if as per the Engineer-in-charge the balance amount of security deposit (Performance guarantee) is sufficient to cover the liabilities.

- c. After the expiry of the defect liability period of **Six months**, the balance amount of security deposit i.e, the performance guarantee shall be refunded by the Engineer – in - charge to the contractor. However if any work remains to be executed, the Engineer – in-charge shall with hold the estimated cost of such rectification work until it is executed.
- 3 The work shall be carried out strictly in accordance with the terms, conditions, specifications as stipulated in the tender document in the best workman like manner.
- 4 The work shall be completed in all respects within **24 (Twenty) months** from the date of commencement. The date of commencement of work will be reckoned from **01.12.2015**. The time shall be the essence of the contract and the work shall be completed as per approved programme of work.
- 5 **PAYMENT TERMS :** The payment will be made on basis of actual operation carried out on monthly basis, through Running Account bill (RA Bill) based on the certification of Engineer In-Charge.
IT and statutory levies will be deducted at source as applicable. Service tax if applicable will be reimbursed with prevailing rates on submission of documentary proof for payment made to concerned authorities and by furnishing service tax registration number to Finance, BHAVINI in advance.
- 6 Escalation payment is not payable under this contract.
- 7 You are requested to inform the name of the authorized representative who will deal with all matters relating to the contract and power of attorney in his favour duly executed on stamped paper of an appropriate value shall be furnished. Your authorized representative will be responsible to execute the work and to take necessary instruction from the Engineer-in-charge regarding the work from time to time.
- 8 You are required to take Workmen compensation Group Insurance Policy in respect of all your workmen engaged in the work for the above period and documents in this regard should be submitted to Engineer-in-Charge before start of work and a copy of the policy has to be submitted to accounts.
- 9 Income tax and Statutory Levy, if any, on works contract as notified by Central / State Govt. from time to time shall be recovered from your running bills as well as final bill for this work in the prescribed manner. You are requested to intimate your Permanent Account Number issued by Income Tax authorities.
- 10 You shall comply with various provisions of the contract labour (Regulations & Abolition) Act, 1970 and Rules framed hereunder from time to time. In case the Contract Labour Act does not apply to your organization you should intimate the Engineer-in-charge of this work accordingly before commencing the work. Further you shall also comply with the provisions of other laws such as Workmen's Compensation Act 1923, Minimum Wages Act, 1948, E.P.F. Act, Gratuity Act and incase, BHAVINI is required to incur any expenses as principal employer under the provisions of the various laws, and BHAVINI shall be entitled to recover the same from your bills.
- 11 The persons employed shall be paid remuneration which should not be less than the minimum wages applicable through out the contract period. The disbursement of remuneration should be directly credited to the saving bank account of the concerned employee & The UTR No should be communicated to the Engineer-in-charge as Proof of payment done to employee.

- 12 You may please note that within 15 days from the date of issue of this work order, you will have to apply for a Labour License to the Asst. labour Commissioner, of the area, for the maximum number of workers you had indicated to engage on the work. A copy of the application will have to be furnished to the Engineer-in-Charge of the work. For this purpose you shall immediately apply for obtaining "Principle Employer's Certificate" from BHAVINI.
- 13 The first running account bill will be paid only on production of Labour License/Labour License receipt and Permanent account Number issued by IT authorities/Insurance Policy. Bank account details for crediting the bill amount directly to their account.
- 14 You are requested to sign the formal agreement within one month from the date of issue of this work order. Till a formal agreement is executed the original tender together with letter under reference and this work order shall form the binding contract between you and BHAVINI.
- 15 You are requested to follow strictly "Special Instructions to Tenderers" in terms of :-
(a) Safety (b) Security (c) Fair wages
- 16 Any additional guidelines, given by BHAVINI Management are to be adhered to from time to time.
- 17 You shall carry out the work in close co-ordination with BHAVINI and other agencies that may be working in the same premises as well as in the vicinity of your works. If any dispute arises in this regard, the decision of the Engineer in Charge shall be final and will be binding on you.
- 18 Works Contract Tax if applicable shall be deducted from your bills at the prevailing rates.
- 19 **Shri.S.S.Biswas, SO/D (R&D)** will be the **Engineer-in-Charge** of this work. You may make necessary arrangements for commencing the work immediately in consultation with Engineer-in-Charge.
- 20 All other conditions are as per General Conditions of Contract.
- 21 Please acknowledge the receipt of this Work Order.

Thanking you.



Yours faithfully



(Amzad Pasha)

Additional Chief Engineer (SS&P)
For and on behalf of BHAVINI

Encl: Schedule of quantities and Rates – Annexure I

Cc :

1. CMD – For Kind Information
2. Project Director
3. CE (FBR-1&2)
4. AGM (F&A)
5. AGM (HR) – for issuing Principal Employer's Certificate.
6. ACE (SS&P)
7. **Shri.S.S.Biswas, SO/D (R&D)** Engineer-In-Charge. With a copy of TS, CST and Recommendation Approval.
8. Sr.Manager (F&A) : 1) Works with Schedule of quantities and Rates, along with the copies of approval leading to award of work, TS, Comparative Statement.
2) With request to release EMD of unsuccessful tenderer.
9. EIC (F&IS)
10. Asst. Labour Commissioner (Central), Shastri Bhavan, No.1, Haddows Road, Chennai.
11. Master file.