



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड Nuclear Power Corporation of India Ltd.

(भारत सरकार का उद्यम A Government Of India Enterprise)

तारापुर परमाणु विद्युत घर –3&4 Tarapur Atomic Power Station-3&4

संयंत्र स्थल Plant Site

No. : TAPS-3&4/TSU/C&I/2008/WO/005

Date : 17.05.2008

Work Order

To.

Shri Krishna Industries
2/9 Ameya Park
Navapur Road Boisar
Dist.: Thane Maharashtra. 401504

Sub. : “Supply of Twelve Nos. of Data Assistant (Skilled) and Sixteen Nos. of Semi skilled Man Power for the work of Electronic Data Processing of TAPS-3&4 Technical Services Unit (TSU) Job.”.

Ref.Tender No. TAPS/TSU/C&I/2008/S/001

Dear Sir,

This is to inform you that your offer as mentioned above against referred tender has been accepted for & on behalf of NPCIL TAPS-3&4 as per rates given in this work order, Subject to the following terms and conditions are as under.

1. Contract Price :

Total value of the contract will be Rs. 46,81,349/= (Rupees Forty Six Lakhs Eighty One Thousand Three Hundred Forty Nine Only), the details of which are in the SOQR enclosed.

2. Payment :

- (a) Payment shall be made on monthly basis for the actual work executed by you and after duly certified by the Engineer-in-Charge or his representative as per the relevant clauses of general conditions of contract.
- (b) All payments against this work order will be made directly to your Bank Account. You are requested to submit your Bank Account No., Name of the Bank and Address, Branch Code of the Bank and RTGS No., of the Bank in prescribed format along with 1st bill to Manager (F&A)

3. Escalation :

You may please note that no escalation on account of increase or decrease in prices of material or manpower will be payable or recoverable under this contract and the rates quoted by you shall remain firm during the entire period of this work.

4. Rates :

- 4.1 You may please note that rates quoted by you are for full completion of work period i.e. 1 year including taxes and incidental charges as per terms and conditions and specifications mentioned in the tender.
- 4.2 You may also please note that the quantities shown in the schedule of quantities are approximate and can vary on either side by ± 25 % of the tender quantities. Your rate shall remain firm for the same.

5. Security Deposit :

Security Deposit for the subject work will be deducted @ 8 % subject to minimum of Rs. 2 lacks of contract value. The same will be deducted from each RA bill. Alternatively, you may submit the Bank Guarantee in lieu of Security Deposit in an acceptable form from Nationalized Bank on a stamped paper of Rs 100.00 (Rupees Hundred Only) covering the defect liability of 12 months from the date of issue of completion certificate. EMD submitted if any will be adjusted against security deposit and balance security deposit will be recovered from bill.

6. Deductions :

- 1) Income-tax will be deducted from your bills at source as per rates prescribed by the Govt. of India from time to time. You are requested to submit the latest permanent account number of your firm before passing first RA Bill to Mgr. (F&A).
- 2) Works contract Tax if applicable will be deducted from your bill at the rates as prescribed by Govt. of Maharashtra.
- 3) Rates are inclusive of service tax, you are requested to submit your service tax registration certificate and Declaration for rewriting service Tax monthly or quarterly for Tax authority along with first RA Bill to Mgr. (F&A). Service Tax will be reimbursed based on proof of payment to respective authority.

7. Contract period :

You are requested to supply manpower from 01/05/2008 and complete the entire work by 30/04/2009.

8. Organization :

- 8.1 You are requested to ensure that your manpower is having qualifications as mentioned in the tender document.
- 8.2
- a) Before deployment, all manpower for this job at TAPS-3&4 have to qualify with oral examination.
 - b) Due to any reason if NPCIL is not satisfied with the services of any person provided by you, M/s. Shri Krishna Industries, will withdraw him and or replace him.

- c) Your personnel will observe TAPS-3&4 working hours and holidays. All Saturdays will be normal working days.
- d) Suitable Pro-rate deduction from the amount payable to you will be made in case of absence from duty or any working day for non-availability of manpower.
- e) You will have to arrange accommodation as well as transport (from Residence to Site and Back) by providing separate vehicle or giving transport allowances separately as well as medical facilities for all manpower deployed by you. This is to be followed strictly. If your manpower is found traveling in NPCIL buses, penalty / termination of contract as applicable shall be affected.
- f) You will have to ensure the presence of manpower on job everyday. In case any person is found absent, you have to compensate for the loss of time and work by providing suitable substitute otherwise the deduction on that account will be made from R.A Bill based on rate quoted by you for different category, for each day of absent.
- g) M/s. Shri Krishna Industries, will ensure that disbursement of salary of their personnel posted in TAPS-3&4 Site on or before 7th day of following months in the presence of Engineer-In-Charge or his nominee.
- h) M/s. Shri Krishna Industries, have to maintain time card for individual manpower and their attendance are to be attested by Engineer-In-Charge or his nominee.
- i) You will keep one qualified supervisor posted at site for co-ordination / other purpose and who can take spot decision on your behalf.

9. Observation of Safety and Security Rules.

You shall observe all security rules in force or as modified from time to time and as issued by security section TAPS-1&2/TAPS-3&4 for regulating entries, working hours and exit of your workmen, materials, tools and equipments.

10. Labour license, Labour Rules and Wages:

- 10.1 You shall comply with various provision of the contract labour (Regulation and Abolition) Act, 1970 and rules framed there under, especially for obtaining license, before commencement of work, payment of wages, display of notice at the place of work showing rates of wages, wage authorized representative, name and complete address of the inspector, abstract of the Act and rules pertaining to employment of labour in English, Hindi and Marathi and list of Amenities provided etc.
- 10.1 You shall submit copies of such notice, to the Inspector and Engineer-in-charge of the work to enable him to ensure the presence of an authorized representative at the time and place of disbursement of wages.
- 10.2 You shall comply with the provision of other laws such as workmens compensation Act, 1923, Minimum Wages Act, 1948, EPF Act, Gratuity Act, and other labour laws applicable to your organization. In case NPCIL /TAPS-3&4 is required to incur any expenditure, as a principal employer, on account of your default in complying out various laws, NPCIL/TAPS-3&4 will be entitled to recover the same from you / your R.A. Bill. In order to complete work man's compensation Acts – 1925 workman's compensation insurance policy for individual work is to be arranged and same to be produced before 1st RA Bill,

11. Liability, Insurance and Indemnity:

You have to follow all Provisions for these as per general conditions of contract and as required by law.

12. Additional Charges for safety and Security:

Please note that the following lump sum charges for the safety and security for the work carried out inside the plant premises works will be born by you as per terms and conditions and specifications mentioned in the tender.

i) Charges to cover requirement of industrial safety and security:

Industrial Safety & Security requirement covers PPE like uniform (2 Nos. in a year), safety shoes and safety gears, labour license, police verification certificate, etc to be arranged by you. For working in plant premises an amount @ 3% of minimum wages.

ii) Charges for Audiometry test & height passes, medical certificate for getting TLD:

Charges for Audiometry and medical test for getting height passes and TLD cards. The lump sum charges for this shall be Rs. 300 per annum per person. These charges will be applicable only to the workers working inside the TAPS 3&4 plant site.

13. Overtime:

Payment of over time to the contractor worker (s) is to be done on actual basis as per GCC guideline as given below.

"Beyond the prescribed 8 hours of duty for any additional engagements of labour they shall be paid OT at double the wages. "

14 National Holidays:

i) Normal Wages For National Holidays:

If the manpower contracts are required for throughout the year, the number of man-days should not exceed of 300 days a year, however, in the case of round the clock duty, 365 days can be estimated.

In such case 3 more days to be added to take care of the national holidays. (Republic Day, Independence Day and Mahatma Gandhi Birthday) it will paid to contractor by NPCIL to ensure contractor should pay the same to labour.

ii) Over Time On National Holidays:

Whenever a contract labour has to work on any of these national holidays, he shall, at his option be entitled to either thrice the wages for the day or twice the wages for the day on which he works and in addition to avail him self of a substituted holiday with wages on any other day. (Reference "The Industrial Employment (Standing Orders) General Rutes1946"). For those contract labour who are working in round the clock shift along with shift personnel, no OT for National Holidays to be considered for payment.

15 General

- 10.3 An Agreement will be executed between you and NPCIL within one month from the date of receipt of this work order and till that time your tender and all correspondence including this work order will form bidding between you and NPCIL.
- 10.4 You may please note in case of any damage caused to property of NPCIL the same will be got redone to its original condition at your cost.
- 10.5 All conditions mentioned on standard general conditions of contract and original tender shall become a part of this contract.
12. You shall produce power of attorney in original in favour of your authorized representative, who will deal with all the matters, relating to the contract and works.
13. Please acknowledge the receipt of this work order and confirm your acceptance to contents of the same immediately.
14. Mr. Mohd. Irfan, SO/E(TSU) will be the Engineer-In-Charge of this work. You are requested to contact him for taking up further instructions.

Thanking you,



Yours Faithfully,

(A.M.Desnavi)

**Technical Services Superintend,
Tarapur Atomic Power Station – 3&4**

TAPP-3&4, Site

CC : SD / CS

MS/ OS / TSS

DGM (CMM)

DGM (HR)

STE(P,FE, E&I)

Sr. Mgr. (F&A)

Head (I&F)

Dy. Com. CISF

AM (Security)

Master –File

1) Shri. P. H. Mirikar,
Asstt. Labour Commissioner (Central)
Office of the Regional Labour,
Commissioner (Central),
“Shram Raksha Bhavan”,
Shivashrusti Marg,
Opp : Priyadarshani Building, Sion (E),
Mumbai – 400 022.

2) Shri. S. Gunahari,
Labour Commissioner (Central),
Office of the Regional Labour,
Labour Commissioner (Central),
“Shram Raksha Bhavan”,
Shivashrusti Marg,
Opp : Priyadarshani Building, Sion (E),
Mumbai – 400 022.

SM(F&A) : Along with a copy of notes leading to the award of work and T.S. Papers. It is requested to refund the EMD to the unsuccessful Tenders.