

**ITI LIMITED**  
**NAINI-ALLAHABAD-211010**  
**NOTICE INVITING TENDER**

Ref.: **Naini/Civil/1006/003/2021-22**

Date: 25.08.2021

Sealed tenders are invited for under mentioned work on behalf of a Government of India undertaking ITI Limited, Mirzapur Road, Naini, Allahabad-211010, CIN: L32202KA1950GOI000640 from the Contractors those who are registered with CPWD/MES/Railways/PSUs/Govt. Organizations and those working in ITI Limited who have executed jobs of similar nature and magnitude (for ITI working contractors half of the amount) need only send the filled up tender documents.

S. No.	NIT No. & Name of Work	EMD (Rs.)	Completion Period	Sale Date of Start/Close	Date of Receipt & Opening
01	Naini/Civil/1006/003/2021-22 & The work of Loading/Unloading, Shifting & Lifting, Packing/ Unpacking etc. of Materials, Estimated Cost: <b>Rs. 2,13,368=00 (including GST)</b>	4,300/-	04 Month	25.08.2021, 10.00 AM to 31.08.2021 04.00 PM	01.09.2021 02.00 PM & 01.09.2021 02:30 PM

- Tender will be accepted in Two-Bid System:** Tender will be accepted in two-bid system having three envelopes. Envelope No. 1 will be Technical Bid & Envelope No. 2 will be commercial/price bid. Envelope No. 1 and Envelope No. 2 will be kept in Envelope No. 3.
- The Documents related to eligibility criteria in Envelope No.1:** Satisfactory completion certificate/work order for similar nature of work/labour supply/labour oriented work issued by competent authority not below the rank of Executive Engineer in the **last five years** for an equal amount in single order. However, working contractors of ITI will be eligible for the bid, if the cost of single tender executed by them is 50% of this NIT being called for.
- The Technical-Cum-Commercial bid in Envelope No. 2.** It should contain the following documents:
  - Photocopy of PAN Card, GST Registration Certificate & ITR of last 03 years in the name of firm.
  - Relevant Licence (If any) related to the above work.
  - Proof of registration for statutory obligations i.e. PF, ESI & EDLI etc.
  - EMD of Rs. 4,300/-** (Four Thousand Three Hundred Only) in form of DD favouring **ITI Limited, Naini, Prayagraj.**
  - Bidder will have to submit duly signed & stamped in all the pages of tender/NIT document as token of acceptance.
  - Only Proprietary firm/Sole bidder may participate in NIT/Tender. Bidders/Contractors will submit their bids along with above documents. Bidder will have to submit an undertaking of owner of proprietorship on their letter head.
- The Price Bid in Envelope No.3:** It should consist of our bill of quantity duly filled in with rates and amount & duly signed. Photocopy of price bid should be attached along with original price bid.
- The envelopes should be sealed (Lac sealing at all the joints of the envelope) which shall be super scribed with NIT No., Name of work and Last date of receipt of tender on the top.
- Tender documents can be obtained from the office of Deputy Manager (Civil&Plant), ITI Limited, Mirzapur Road, Naini, Prayagraj on payment of **tender fee of Rs. 500/-**(Five Hundred only) in cash section by challan or by bank draft favouring ITI Limited Naini, Payable at SBI, ITI Complex branch, Naini (Code No. 3486) or from website mentioned.
- ITI Ltd. will not be responsible for non/late receipt or loss of tender documents in postal transit.
- The issuance of tender documents does not mean that the contractor is technically suitable.
- ITI Reserves the right to accept or reject the tender in any stage without assigning any reason there off.
- Tenderer shall submit the tender documents in the tender box kept in **Ground Floor, office of Deputy Manager (Civil&Plant), ITI Limited, Mirzapur Road, Naini, Prayagraj.**
- For more details, Tenderer may visit our websites [www.itilttd-india.com](http://www.itilttd-india.com), <http://eprocure.gov.in/cppp> & <https://tenders.gov.in>. The complete tender documents can be downloaded from our website and tender fee is to be submitted by bank draft favouring ITI Limited Naini, Payable at SBI ITI Complex branch, Naini (Code No.3486) along with offer in Envelope No. 2.

Deputy Manager (Civil&Plant)

**आईटीआई लिमिटेड**  
**नैनी, इलाहाबाद - 211010 )उ. प्र.(**

**निविदा प्रपत्र**

**विषय: The Work of Loading/Unloading, Shifting & Lifting, Packing/Unpacking etc. of Materials.**

निविदा क्रमांक : Naini/Civil/1006/003/2021-22

Date: 25.08.2021

निविदा का मूल्य : **रु. 500/- )रुपये पाँच सौ मात्र )**

निविदा निर्गत की गयी – मेसर्स / श्री

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मोबाइल. नं. ....

1. निविदा प्रपत्र निर्गत करने की आरम्भ तिथि - **25 August 2021**
2. निविदा प्रपत्र निर्गत करने की अन्तिम तिथि - **31 August 2021**
3. आवेदन की तिथि - **August / September 2021**
4. निविदा प्रपत्र देने की तिथि - **August / September 2021**
5. निविदा प्रपत्र जमा करने की अंतिम तिथि - **01.09.2021 @ 02:00 PM**
6. निविदा खोलने की तिथि एवं समय - **01.09.2021@ 02:30 PM**

उप प्रबंधक (सिविल एवं संयंत्र)

**Note: Counter offer if made shall not be accepted, opened and shall be ignored fully as null and void.**

**ITI LIMITED**  
**NAINI, ALLAHABAD - 211010**

**SCHEDULE OF QUANTITY**

**Sub:** The Work of Loading/Unloading, Shifting & Lifting, Packing/Unpacking etc. of Materials.

Sl. No.	Description of Work	Unit	Qty. (Approx.)	Rate (Rs.)	Amount (Rs.)
1	The work of loading & unloading, packing & unpacking, shifting & lifting, dispatching, transporting/movement etc. of materials in solar panel production of 325Wp and for other miscellaneous works through Unskilled labours wherever required within the factory premises as per instruction/direction of Engineer-In-Charge.	Nos	400	410.95	1,64,380/-
2	Contractor's Profit /Service Charges/Overhead on fixed price of <b>Rs. 410.95 (.....of S.No. 01)</b>	Nos	400		
3	<b>Total (Rs.)</b>				
4	<b>SGST@9% &amp; CGST@9% on (3)</b>				
5	<b>Grand Total (Rs.)</b>				
Rupees in Words:					

Name:  
Address:

Signature and Stamp of Contractor

## Special Terms & Conditions

1. ठेकेदार को अपना लाभ प्रतिशत में क्रम संख्या (1) के ऊपर एवं शून्य प्रतिशत (0%) से अधिक (न तो कम और न ही बराबर) उद्धरित करेगा।
2. निविदा करता को मजदूरी लेबर के बैंक अकाउंट में NEFT/RTGS/ONLINE माध्यम से जमा करके Statement Evidence के रूप में बिल के साथ लगाना होगा।
3. लेबर पेमेंट का बैंक स्टेटमेंट व PF, ESI व EDIL के भुगतान का चालान बिल के साथ लगाना होगा एवं विभाग में जमा करना अनिवार्य होगा। सभी स्टेच्यूटरी भुगतान (PF, ESI व EDIL) राज्य द्वारा निर्धारित न्यूनतम वेज (State Minimum Wage\_UP) के आधार पे होंगे।
4. नीचे लिखे भुगतान निश्चित है अतः ठेकेदार को प्रत्येक लेबर रेट **Rs. 410.95 (बेस रेट Rs. 349/-)** के ऊपर अपना लाभ (Profit) प्रतिशत (%) के रूप में इंगित करना होगा।
5. काम तीन शिफ्ट में होगा। 'जनरल' शिफ्ट (सुबह 9 बजे से शाम 5 बजे), 'ए'-शिफ्ट (सुबह 6 बजे से दोपहर 02 बजे) और 'बी'-शिफ्ट (दोपहर 2 बजे से रात 10 बजे)। उपरोक्त कार्य के लिए श्रम (लेबर) की आवश्यकता किसी भी शिफ्ट में हो सकती है (आम तौर पर 'ए' एंड 'बी'-शिफ्ट में) और ठेकेदार को बिना किसी आपत्ति के प्रत्येक शिफ्ट के लिए आवश्यकतानुसार व्यवस्था करनी होगी।
6. उपरोक्त कार्य की आवश्यकता को पूरा करने के लिए, महीने में प्रत्येक दिन एक शिफ्ट में औसतन 5-6 श्रमिकों (लेबरों) की आवश्यकता होगी इसलिए ठेकेदार न्यूनतम 6 से 8 श्रमिकों का संतुलन बनाये रखें।
7. ठेकेदार बिल को मासिक आधार पर या काम के एक तिहाई हिस्से को पूरा करने के बाद बढ़ा सकेगा, इसलिए ठेकेदार को काम को बिना किसी बाधा के चलाने के लिए अपनी वित्तीय स्थिति को मजबूत बनाए रखना होगा।
8. MSME पंजीकृत विक्रेता को निविदा शुल्क और EMD में छूट दी जाएगी लेकिन प्रतिभागियों को समर्थन में MSME पंजीकृत/सभी MSME से संबंधित जरूरी दस्तावेज प्रस्तुत करना होगा।
9. उन ठेकेदार को प्राथमिकता दी जाएगी जिनके पास उपरोक्त कार्य की प्रकृति के लिए संबंधित विभाग (श्रम आयोग) का प्रासंगिक लाइसेंस होगा।
10. उपरोक्त कार्य के लिए श्रम (लेबर) की तत्काल आवश्यकता को बिना किसी आपत्ति के ठेकेदार द्वारा व्यवस्थित करना होगा।
11. उपरोक्त शर्तों को भली भांति समझकर स्वीकार करता हूँ।

Name  
Address

Signature and Stamp of Contractor

## Civil Engineering Department

### Terms & Conditions

1. In case bidder or executer is a sub-contractor of registered contractor, copy of MOU/ agreement with principal bidder is required to submit along with tender documents.
2. Contractor have to ensure workmen insurance as applicable before commencement of work with a valid period effective from day one of the contract lasting till last date of completion of work order.
3. Contractors will be responsible for fulfilling the Laws of Minimum wages Act & other statutory regulations regarding manpower employed by him. Any liability arising out of non-compliance of rules will be recovered from him.
4. Time is the essence of the contract & the contractor will be fully responsible for the same. He has to mobilize the sufficient manpower to complete the work otherwise appropriate compensation for delay will be levied, if the delay caused will be accounted in contractor part penalty will be deducted from the bill.
5. Income-tax as applicable will be deducted from the bill of the contractor as per rules.
6. Proof of registration for statutory obligations i.e.; PF, ESI, EDLI etc. should be submitted to ITI Ltd. along with the bid.
7. For all contracts PF, ESI, EDLI etc. has to be strictly borne by contractors.
8. **Contractor will have to be quote in their profit percentage & corresponding amount over to S.No. (1) Value SOQ.**
9. **MSME registered vendor will be exempted from tender fee & EMD and participants would have to submit supporting documents that whether they are MSME registered & others.**
10. The general terms & conditions normally applicable for civil works will be applicable to the contract also & binding on the contractor.
11. Security deposit @ **05%** will be deducted from the awarded work value/every running bill for the period of **01 year**.
12. Water charges will be deducted @ **1%** of work value.
13. For ITI working contractor the cost of tender executed by them, 50% NIT value being called for, and 100% NIT value for external contractor with similar nature of work/labour supply/labour oriented work during **last five years**.
14. The amount of loss due to negligence or otherwise will be recoverable from the contractor.
15. In case of any dispute, the decision of Unit Head, ITI Limited, Naini Allahabad-211010 will be final and binding to both the parties.
16. Registered contractors will be preferred for issue of work orders.
17. In every bill, contractor has to be submit an undertaking that no labour payment is pending.
18. 100% labour payment will be considered of work value for payment of PF, ESI and EDLI etc. in labour oriented work.
19. In future, after your written consent a "repeat order" can also be given up to same Magnitude of work order value on same rate, 'Terms & Conditions' of work order and it is the full discretion of ITI's management.
20. The document submitted by bidder should be clear, neat and visible to readable.
21. Tax Deductions will be as per prevailing applicable Government Rules and quote rates including GST.

## **GENERAL TERMS:**

### **LABOUR:**

**1.** The contractor shall employ labour in sufficient numbers either directly or through sub-contractor, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-In-Charge. The contractor shall not employ in connection with the works any person who has not completed his Seventeenth years of age.

#### **1.1.**

**(a)** In this connection, the contractor shall be responsible for the implementation of the U.P. Factory Rules 1969 regarding employment of child/adolescent labour and in default of compliance with any of the provisions of the said rules, he shall indemnify the Company from any damages, penalties, fines, claims or any other cause of action against the Company on account of any action by the competent government authority or person.

**(b)** The contractor shall not employ any person below the age of 18 years under the law and if any child/adolescent labour who is above the age of 18 years but not completed 18 years, a certificate of fitness shall be obtained by the contractor from the CMO, Naini, without which the contractor shall be liable for action as per provisions under the law.

**1.2.** The contractor shall pay to labour employed by him directly to bank accounts or through sub-contractor wages not less than fair wages as defined in the Contractor's Labour Regulations.

**1.3.** The contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the Contractor's Labour Regulations in regards to all matters provided therein.

**1.4.** The contractor shall comply with the provisions of Payment of wages Act 1936, Minimum wages Act 1947, Employer's Liability Act 1933, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947 or any modifications there of or any other law relating thereto and rules made there under from time to time.

**1.5.** The contractor shall be liable to pay his contribution & the employee's contribution to the State Insurance Scheme/FP/PF in respect of all labour employed by him for the execution of the contract in accordance with the provisions or "The Employees State Insurance Act 1948"/Provident Fund Act/'Family Pension Act' as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-In-Charge shall recover from the running bills of the contractor an amount as assessed by him. The amount so recovered shall be Employees State Insurance.

**1.6.** The Engineer-In-Charge shall, on a report having been made by an Inspecting officer as defined in the contractor's labour regulations, have the power to deduct from the moneys due to the contractor any sum required for making good. The loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages of deductions made from his or their wages which are not justified by the terms of the contractor non-observance of the said Contractors Labour Regulations.

**1.7.** The contractor shall indemnify the trust against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from sub-contractor.

**1.8. a.** In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractor's labour regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor's Labour Regulation, the contractor shall without prejudice to any other liability pay to the Company a sum not

exceeding Rs. 15,000/- as liquidated damages for every default, breach or furnishing, making submitting, filling materially incorrect statements as may be fixed by the Engineer-In-Charge. And in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 500/- per day for each day of default subject to maximum of **10%** of the estimated cost of the works/supply as per tender. The Engineer-In-Charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under Regulations. The decision of the Engineer- in-charge in this respect shall be final and binding.

**b.** If the contractor fails to maintain the required progress/supply or to complete the work before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Dy. Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified or that the work/supply remains incomplete.

**i)** Compensation for delay of work - @ **1.5%** per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under the condition shall not exceed **10%** of the Tendered value of work or of the tendered value of item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule or the re-scheduled milestone (s) the amount shown against the milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of time. With holding of this amount of failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work/supply on the subsequent milestone (s), the withheld amount shall be released. In case of the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

#### **1.9. MODEL RULES FOR LABOUR WELFARE:**

The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the contractor.

#### **1.10. SAFETY CODE:**

**i)** The contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-In-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case, the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the contractor.

**ii)** Failure to comply with Model Rules for Labour Welfare Safety Code or the provisions relating to report on accidents of workers shall make contractor liable to pay to the Company as liquidated damages an amount not exceeding **Rs. 50,000/-** for each default or materially incorrect statement. The decision of the Engineer-In-Charge in such matters based on reports from the Inspecting officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deduction for recovery of such liquidated damages may be made from any amount payable to the contractor.

## **ADMISSION TO SITE:**

2. The contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-In-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site failing which these shall be indicated by the Engineer-In-Charge at the site and the contractor shall on no account be allowed to extend his operations beyond these areas:

2.1. The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter adapt, and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-In-Charge and make good all damage done to the site.

## **NUISANCE:**

2.2. The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

## **2.4 - NOTICE OF COMMENCEMENT:**

The contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:

- (a) Name and situation of the work.
- (b) Contractor's name and address.
- (c) Particulars of the Department for which the work is undertaken.
- (d) Name and Address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) "Fair Wages" for different categories of workers.

3. (i) Number of hours of work which shall constitute a normal working day. The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

(ii) **Weekly day of rest:** Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

**NOTE:** The expression ordinary rate of wages means the fair wages the worker is entitled to.

## **4. Display of notice regarding wages, weekly Day of Rest etc.:**

The contractor shall before he commences his work on contract, display and correctly maintain in a clean and legible condition in conspicuous places on the works, notices in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notice to the Inspecting Officers.



## **5. Fixation of Wage Periods:**

The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed **one week**.

## **6. Payment of Wages:**

(i) Wages due to every worker shall be paid to him direct into account. All wages shall be paid in current currency.

(iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one in which his employment is terminated.

(iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

**NOTE:** The term “Working Day” means a day on which, the labour is employed and the work is in progress.

## **7. Register of workmen:**

A Register/muster roll of workmen shall be maintained for these regulations and kept at the work site or as near to it as possible and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

## **8. Employment Card:**

The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

## **9. Register of wages etc.:**

(i) A Register of wages-cum-Muster Roll will provide at the time of contract issued) to these regulations shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip in any form (as convenient) to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

**10. Register of Accidents:** The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of wages.
- (c) Sex.
- (d) Age.
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by medical officer.
- (k) Claim required to be paid under workmen’s Compensation Act.

- (l) Date of payment of compensation.
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by which the compensation was assessed.
- (o) Remarks.

**11. Preservation of Registers:** The register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 03 years after the date on which the last entry is made therein.

**12. Enforcement:** The Inspecting Officer shall either on his own motion or in a complaint received by him carry out investigations, & send a report to the Engineer-In-Charge specifying the amounts representing workers dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefore. It shall be obligatory on the part of the Engineer-In-Charge on receipt of such a report to deduct such amounts from payments due to the contractor.

**13. Disposal of amounts recovered from the Contractor:** The Engineer-In-Charge shall arrange payment of workers concerned within Forty Five days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation-1 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-In-Charge, wherever such payment arise, within Thirty days from the date of receipt of the decision of the Deputy Labour Commissioner (D.L.C.).

**14. Welfare Fund:** All moneys that are recovered by the Engineer-In-Charge by way of workers dues which could not be disbursed to workers within the time-limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Company for such benefit and welfare of workmen employed by Contractors.

**15. Appeal against decision of Inspecting Officer:** Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to D.L.C. concerned within Thirty days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-In-Charge. The decision of the D.L.C. shall be final and binding upon the contractor and the workmen.

**16. REPRESENTATION OF PARTIES:**

(i) A workmen shall be entitled to be represented in any investigation or inquiry under these Regulations. An officer of a registered trade union of which he is a member or by an officer of a Federation of trade unions to which the said trade union is affiliated or where the workmen is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.

(ii) A contractor shall be entitled to be a representative in any investigations or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federations of associations of contractors to which the said associations is affiliated or where the Contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

**18. Inspection of Books and other Documents:** The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

**19. Interpretation, etc.:** On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (State/Central) shall be final and binding.

**20. Amendments:** Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

**21. Contract Labour (Abolition & Regulation) Act, 1972:** All obligations arising under this contract consequent on the passing of the Contract Labour (Abolition & Regulation) Act, 1972 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.

**22. (a) Employees Provident Fund and Miscellaneous Provisions Act, 1952:** All the obligations arising under this contract consequent on the passing of Employees Provident Fund, Act 1952 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.

**(b) Family Pension:** All the obligations arising under this contract consequent on the passing of Family Pension shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said provisions to this contract.

**REGISTER OF WAGES  
(Regulation - 9)**

**(THESE ARE ONLY SPECIMEN-SEPARATE FORMS TO BE USED FOR ACTUAL USE)**

- (i) Name of the Contractor: -----
- (ii) Place: -----
- 1- Name of the worker with fathers / Husband's Name:
- 2- Nature of employment:
- 3- Wage Period:
- 4- Rate of Wages Payable:
- 5- Total attendance / Unit of work done:
- 6- Date on which overtime worked:
- 7- Overtime Wages:
- 8- Gross Wages payable:
- 9- Total deduction (indicating nature of deductions):
- 10- Net Wages payable:

Contractor's Signature /  
Thumb Impression

Employee's Signature /  
Thumb Impression

## **MODEL RULES FOR LABOUR WELFARE**

### **1- Definitions:**

**(a) 'Workplace'** means a place at which, on an average, ten or more workers are employed.

**(b) 'Large Workplace'** means a place at which, on an average, 100 or more workers are employed.

**2- First Aid:** At every workplace, there shall be maintained in a readily accessible place first-aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

**3- Accommodation for Labour :** The contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-In-Charge.

**4- Amendments:** Government may, from time to time, add to or amend these Rules and Issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which arises for administration thereof.

**5.** All necessary personal safety equipment as considered adequate by the Engineer-In-Charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

**(a)** Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.

**6.** When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**7.** To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-In-Charge or his representatives and the inspecting officers as defined in the Contractor's Labour Regulation.

### **Bid Submission Letter**

To,  
The Deputy Manager (Civil&Plant)  
ITI Limited, Naini, Prayagraj-211010

Dear Sir(s),

I/We have read and examined the following documents relating to **The Work of Loading/Unloading, Shifting & Lifting, Packing/ Unpacking etc. of Materials:**

- (a) Notice Inviting Tender
- (b) Scope of Work / Specification / Scheduled of Quantities &
- (c) Terms and condition of the contract with all amendments (if any)
- (d) General condition of the contract including Contractor's Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the all amendments.

I/We hereby tender for the above work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, scope of work and other relevant details at the rates contained in Schedule of Rates and within the period(s) of completion as stipulated for the total sum of **Rs. 2.13 Lacs approx.**

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for **120 days** from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company.

A sum of **Rs. 4,300/- (Four Thousand Three Hundred Only)** is hereby forwarded in Bank Draft/Challan as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Company. I/We agree that the Company shall without prejudice to any other right or remedy, be at liberty to forfeit 10% of the said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the tender is accepted, I/We fail to commence the above works as provided in the conditions. I/We agree that the Company shall without prejudice to any of their right or remedy be at liberty to forfeit the said earnest money absolutely.

I/We further agree that in the case my/our tender is accepted to deposit the security amount in accordance with the general terms and conditions enclosed herewith. I/We attach herewith a statement showing the details of works/supply carried out for reference and to substantiate my/our experience and capacity to carry out the work on tender. Our bankers are.....

I/We also undertake to complete the work/supply of manpower and hand over the same in a satisfactory manner to the Company or their authorized representative within **120 days** from the date of work order issued to start the works/from the date of signing the contract whichever is earlier.

I/We have read and understood the Company's general terms and conditions governing this contract and agree to abide by all the terms and conditions stipulated therein.

The tenderers shall pay this sum in the form of Demand Draft in favour of **"ITI Limited, Naini, Allahabad"** issued by a scheduled bank. The Earnest Money Deposit will be returned to the tenderer if his tender is not accepted without any interest on the amount. The estimated cost of works/supply is **Rs. 2.13 Lacs**. I/We understand and note that the decision to entrust the above work to the lowest tenderer or otherwise rests with the Company.

Yours faithfully,

Date:

Sign & Stamp of Contractor

Signed in the presence of the following witnesses:

- 1- Signature: -----  
Name: -----  
Address: -----
- 2- Signature: -----  
Name: -----  
Address: -----

**Government e-Procurement System  
Tender Input Form-CPPP  
(For e-Publishing)**

**TENDER INPUT FORM**

Please do not use special characters in any field as these characters are not allowed to enter in the actual Online Form. e.g. & and Colon (:) but Comma (,), slash (/), bracket ( ), dot (.) and dash (-) can be used.

**(A) Basic Details:**

1	<b>Tender Reference No.</b>	Naini/Civil/1006/003/2021-22
2	<b>Tender Type *</b> (Open / Limited / EOI / Auction/ Single)	Open
3	<b>Form of Contract *</b> (Buy / Supply / Piece Work / Lump-sum / Multi Stage / Fixed Rate / Turn-key / Works / Sale / Item Rate / Rate Contract)	Supply
4	<b>No. of Covers *</b> (1 / 2 / 3 / 4)	02 / 03
5	<b>Tender Category *</b> (Goods / Services / Works)	Services
6	<b>Account Type Head *</b> (State Government Funded / Central Government Funded / Others)	Others
7	<b>No of Bid Openers</b> (02 / 03)	02 / 03
8	<b>Payment Mode *</b> (Offline / Online)	Offline
8a	<b>If Offline :</b> <b>As Per Tender Document</b> , Not Applicable <b>DD</b> -Demand Draft <b>BG</b> -Bank Guarantee <b>BC</b> -Bankers Cheque, <b>SS</b> -Small Savings Instrument ACG-67 Receipts,                      Personal Cheque , RTGS / ECS / NEFT/ FDR	<b>As Per Tender Document</b> Demand Draft

**(B) Cover Details:**

S. No.	No. of Covers	Cover Type	Contents
01	<b>Single Cover</b> (a) Fee/ Eligibility Criteria/Technical-Cum-Commercial/Financial)	N/A	N/A
02	<b>Two Covers</b> (a) Fee/Eligibility Criteria/Technical-Cum-Commercial (b) Financial	N/A	N/A
03	<b>Three Covers</b> (a) Eligibility Criteria (b) Fee (c) Financial	(a)Eligibility Criteria (b)Fee/Technical (c) Financial	(a) Eligibility Criteria (b) Technical-Cum-Commercial (c) Price Bid
04	<b>Four Covers</b> (a) Fee (b) Eligibility Criteria (c) Technical (d) Financial	N/A	N/A

**(C) NIT Document (Attached files should be in Word/pdf only)**

S. No.	File Name	Document Description	Type	Size
01	Naini/Civil/1006/003/2021-22	NIT including general conditions for work/ BOQ	pdf	1.36 MB (1,429,910 bytes)

**(D) Work / Item Details:**

01	<b>Work / Item Title *</b>	The work of Loading/Unloading, Shifting & Lifting, Packing/ Unpacking etc. of Materials.
02	<b>Work / Item Description *</b>	As per tender Items
03	<b>Pre-qualification Details</b>	Preferably Similar Nature of work/labour supply/ labour oriented work in past up to <b>Rs. 2.13 Lacs in last 5 years</b> or above in Govt Departments.
04	<b>Product Category *</b> (Select from the provided list only)	Services
4a	<b>Product Sub Category *</b>	<b>Supply:</b> The work of Loading/Unloading, Shifting & Lifting, Packing/ Unpacking etc. of Materials.
05	<b>Contract Type *</b> (Tender / Empanelment / Rate Contract)	Tender
06	<b>Tender Value * (INR)</b>	INR <b>Rs. 2.13 Lacs</b> Approx.
07	<b>Bid Validity days *</b> (120/90/60/30) If other, specify	120 Days
08	<b>Calendar Completion / Delivery Period in Days</b>	<b>04 Month</b>
09	<b>Location Detail of Work / Services / Items *</b>	ITI Limited, Naini Unit, Mirzapur Road, Naini, Allahabad (UP)
10	<b>Pin code</b>	211010
11	<b>Pre Bid Meeting * (Yes / No), If Pre Bid Meeting is Yes</b>	No
11a	<b>Pre Bid Meeting Place *</b>	NA
11b	<b>Pre Bid Meeting Address *</b>	NA
12	<b>Bid Opening Place *</b>	Office of DM (C&P) Civil Department ITI Limited, Naini Unit, Allahabad
13	<b>Tenderer Class *</b> (As per tender document / NA)	As per tender document
14	<b>Inviting Officer *</b>	DM (C&P)
15	<b>Inviting Officer Address with Phone and E-mail *</b>	Civil Department, ITI Limited, Naini Unit, Mirzapur Road, Naini, Allahabad E-mail: <a href="mailto:jrgiri_nni@itilttd.co.in">jrgiri_nni@itilttd.co.in</a> Mob No.: 9140144659

**(E) Fee Details:**

1	<b>Tender Charges</b>	
1(a)	Tender Fee	<b>Rs. 500/= Non Refundable</b>
1(b)	Processing Fee	NIL
1(c)	Surcharges	NIL
1(d)	Other Charges	NIL
1(e)	Tender Charges Payable To *	ITI Limited, Naini, Allahabad
1(f)	Tender Charges Payable At *	DD/Cash Deposit in <b>"ITI Limited Naini"</b> , Allahabad in Cash Section
02	<b>EMD Fee details:</b>	
2(a)	EMD Fee (Fixed / Percentage)	Fixed @ 02%
2(b)	If EMD Fee is Fixed then EMD Amount: If EMD Fee is Percentage then EMD Percentage %	<b>Rs. 4,300/-</b>



2(c)	EMD Exemption Allowed (Full / Partial / None)	None (Without EMD Tender will be Rejected)
2(d)	If EMD Exemption Allowed is Partial, then EMD Exemption Percentage %	NIL
2(e)	EMD Fee Payable To *	ITI Limited, Naini, Allahabad
2(f)	EMD Fee Payable At *	Allahabad

**(F) Critical Dates:**

S. No.		Dates (DD/MM/YY)	Time (HH:MM)
01	Uploading Date on website	25.08.2021	10:00 AM
02	Document Sale / <b>Download</b> Start Date	25.08.2021	10:30 AM
03	Document Sale / <b>Download</b> End Date	31.08.2021	04:00 PM
04	Seek Clarification Start Date	25.08.2021	10:30 AM
05	Seek Clarification End Date	31.08.2021	04:00 PM
06	Pre Bid Meeting Date	NIL	N/A
07	Bid Submission Start Date	25.08.2021	10:30 AM
08	Bid Submission End Date	01.09.2021	02:00 PM
09	Bid Opening Date	01.09.2021	02:30 PM

**(G) Uploading the Tender documents ;( only pdf, jpg, xls & rar files allowed)**

S. No.	File Name	Document Description (NIT / Tender / BOQ / Additional)	File Type	Size
01	Naini/Civil/1006/003/2021-22	The work of Loading/Unloading, Shifting & Lifting, Packing/Unpacking etc. of Materials.	pdf	1.36 MB (1,429,910 bytes)

Note: Pl. use some prefix to the file name which can indicate the category it belongs to. e.g. NIT\_XXXXX / Tender\_XXXXX / BOQ\_XXXXX / Addl\_XXXXX, where XXXXX is 'Actual file name'.

Prepared by:  
Anup Kishor  
AEE (Civil)  
M. No. 7905845215

Checked By:  
RK Ram  
Er (Civil)  
M. No. 9450623755

Approved by:  
JR Giri  
DM (C&P)  
M. No. 9140144659

**Product Category \* (Product Category depends on Tender category)**

**A- (If, Tender Category is **Goods** , choose from the following options available only )**

Aviation Computer-Data processing <b>Computer H/W</b> Computer Manpower <b>Computer S/W</b> <b>Electrical Work / Equipment</b> <b>Electronics Equipment</b> Food products Furniture / Fixture Gold and Silver coins / Bars Hiring of goods Hiring of vehicles <b>Maintenance contracts</b>	Mechanical Engineering Items Medals, Corporate mementos / Plates <b>Medical Equipments / Waste</b> Metal Plates Miscellaneous goods Non dietary items Pipes and pipe related activities Sports goods / Equipments Sugar and allied products Uniforms / Curtains / Clothes UPS <b>Others</b>
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**B- (If, Tender Category is **Works** , choose from the following options available only )**

Access Control System Adhesives Agricultural or forestry Architecture / Interior design Audio-Visual Equipment Cargo / container Ceramics Chemical / Minerals <b>Civil Work</b> Coal <b>Construction</b> Documentary film / Video film <b>Electrical Works</b> Entertainment / Musical instruments Explosive Government stock / Security Gypsum <b>Housekeeping / Cleaning</b> Industrial / Medical gas Information technology Iron / Steel materials Land / Building Machineries Marine works Metal fabrication	Metals Minings <b>Miscellaneous</b> Nobard and rural roads Non explosive Oil / Gas packaging Pesticide Plant protection input Power / Energy projects / Products / Services Publishing / Printing Pumps / Motors <b>Repair and Maintenance</b> Repair works Scrap / disposables Security system <b>Shipping / Transportation / Vehicle</b> Solid Waste Management <b>Stationery</b> Stones Support / Maintenance service Surgical and sutures Survey Textile Warehouse Water Equipments / Meter / Drilling / Boring
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**C- (If, Tender Category is [Services](#) , choose from the following options available only)**

<p>Aids and appliances for the disabled</p> <p>Air Compressor</p> <p>Air Conditioner</p> <p>Automatic Bus Washing Machine</p> <p>Bearings</p> <p>Bio-Fertilizer Production Material</p> <p>Bus Body construction</p> <p>Catering Services</p> <p><b>Consultancy</b></p> <p>Crane Services</p> <p><b>Fire and Safety</b></p> <p>Handy Craft</p> <p>Hotel / Catering</p>	<p><b>House Keeping</b></p> <p>Jute Product</p> <p>Marine Services</p> <p><b>Medicines</b></p> <p>Miscellaneous Services</p> <p><b>Network / Communication Equipments</b></p> <p>Plant Protection Equipment</p> <p>Solar Water Heater</p> <p><b>Stationery Items</b></p> <p><b>Supply, Erection and Commissioning</b></p> <p>Survey and Investigation Services</p> <p>Weighing System</p>
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