

Tender No: E000016

BILL OF QUANTITY

Name of work- Shifting & Clearance of all types of scrap materials from different shop floors & elsewhere within the factory premises / town ship to scrap yard in a specified place.

Sl. No.	Items	Unit	Quantity	Rate	Amount
1	Shifting of all type of scrap materials and plant machinery & Equipments/ equipment / garbage from shop floors or elsewhere in ITI campus including segregation , transporting the same , by tractor trolley to scrap yard through ITI Weigh Bridge , unloading at specified place in scrap yard with the help of engaging one tractor trolley and some labors fortnightly (Once in 15 days) .as per direction of incharge of PRD department.Rate to be quoted for one job for one time execution.	Each	18		
	TOTAL				

SIGNATURE OF CONTRACTOR

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SPECIAL TERMS & CONDITIONS

1. Before storing of scrap material at scrap yard, the same should be taken for weighment at our Weigh Bridge and the weight should be recorded in a register.
2. Segregation of scrap materials should also be done if it is found in mixed conditions at the shop floor itself before taking for weighment at Weigh Bridge.
3. Sufficient number of labours / workers are to be engaged for segregation of materials. Nothing extra is to be paid for any additional workers engaged.
4. The contractor has to ensure clearance of scrap materials from shop floors and elsewhere fortnightly and get clearance register signed from officer of PRD department.
5. Contractor has to shift the sweeping cleaning garbage & scrap materials through auto mechanical transport preferably by tractor-trolley . The tractor-trolley shall be registered in his name.
6. Contractor has to clear all the scraps /materials promptly fortnightly (Two times in a month) basis. The frequency of engagement of Tractor Trolley / Labours may be increase or decrease based on requirement .
7. Contract Period may be extended for further 06 months on mutual consent on the same rate, terms & conditions.
8. Any scrap material lying out side shop and mixed with garbage shall have to be shifted after segregation as and when directed. No extra Charges will be paid for such segregation.
9. The Tractor trolley along with labours should be provided by the contractor after confirmation with official of P R D/Scrap Yard Incharge .

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General Terms & Conditions

1. The payment shall be made monthly basis on submission of bill by contractor .
2. The contractor or his authorized representative has to be available with the work force during the execution of work.
3. The contractor shall abide by labour laws, rules & regulations specially Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act 1948, Payment of wages Act 1936, EPF & MP Act 1952 and relevant acts.
4. The contractor shall arrange gate passes for his labours/authorized representative as per requirement from security.
5. If the contractor fails to provide services to the satisfaction of Sectional Incharge , ITI Ltd. reserves the rights to get the job executed through the other agencies at the risk and cost of the contractor and same will be recovered from the contractor's bill or any other payment due to him.
6. Security deposits at the rate of 10% (Ten percent) will be recovered from contractor's running bill. The security money shall be interest free & it shall be refundable after successful completion of contract or payment of final bill whichever is later. The EMD deposited along with tender will be adjusted in security money .
7. The contractor shall be held responsible for any misdeed of his labour/ representative & shall have to compensate ITI Ltd Mankapur for any such loss.
 8. ITI Limited shall not liable or responsible for any loss of life and property due to any reasons what so ever to any person who have been deployed by the contractor.
 9. For unspecified job not covered under BOQ, the rates are to be derived by similar rates / market rates analysis.
 10. In case any worker employed by contractor prefers the claims under workmen's compensation Act 1923, ITI Limited shall be at liberty to recover such amount or any part thereof by deducting the same from the security deposit or from any other sum due to contractor.
 11. ITI Ltd reserves the right to terminate the contract at any stage if the contractor does not improve the performance or continues to make default after a notice in writing of 15 days. For delay caused in shifting of scrap, recovery at the rate of 1% of the quoted rate per Job subject to the max. of 7.5% value of work will be affected 7.5% value of work means that it will be affected only on the value of the bill pertaining to that month.
 12. Time period for the contract is 06 months.
13. Quantities given in bill of quantity may increase or decrease by 50%.
14. The contractor shall carry out all the works during working hours of general shift of the factory.

The contractor shall not carry out any work on holidays or during nights

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without prior permission in writing from the Sectional Head.

15. Security deposits shall be refunded only after successful completion of job and payment of final bill which ever is later.

16. ITI Limited shall be at liberty to ask the contractor to remove from the work any labour/staff of the contractor, who in the opinion of the Sectional Head misconduct him self or is incompetent or shows negligent in proper performance of duties.

17. The contractor shall arrange at his own expenses for safety provisions. In case contractor fails to make arrangement as aforesaid, Sectional Head shall be entitled to do & recover the cost there of from the contractor. Failure to comply with the model rules for labour welfare & safety code or the provisions relating to report on accident shall make the contractor liable to pay to ITI Limited as liquidated damages an amount not exceeding Rs.50.00 per day for each default.

18.(I) This contract is governed by the Indian laws for the time being enforce.

(II) If the contractor is an individual or a proprietary concern and the individual or proprietor dies or if the contractor is a partner ship concern and one of the partner dies then unless the company is satisfied that the legal representative of the individual contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partner are capable of carrying out and completing the contract. The company shall be entitled to cancel the contract. Decision of the ITI Ltd. that the legal representative or serving partners can not carry out and complete the contract shall be final and binding on the parties. As to it's incomplete part ITI Ltd. is not liable to pay any compensation to the estate of the deceased contractor and /or to the surviving partners of the contractors firm on account of the cancellation of the contract.

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19. Earnest Money will be converted in to security deposits on award of the work of the successful tenderer. However, Earnest Money of the unsuccessful tenderer will be refunded after award of work.
20. The decision of the UNIT HEAD(M) is final and binding on both the parties with regard to satisfactory performance of the contract.
21. Any dispute arising out of contract shall be referred to the sole arbitrator / ICADR appointed by the Unit Head / ITI Limited, Mankapur. There will be no objection of the arbitrator appointed is an employee of ITI Limited and that he had to deal with the matters in dispute of difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the company shall appoint another person to act as Arbitrator in accordance with the term of contract.
22. Only court at Gonda shall have the jurisdiction, if the matter goes to court of law.
23. The contractor will be responsible for payment of bonus and employers Contribution in respect of PF of his labours and for that he will have to manage separate P.F. code No. from competent authority.
24. Contractor will have to do payment to his labours as per minimum wages Act- 1948.
25. That the contractor would provide the same social security to the labour engaged by him, as is available to regular employees.
26. That the contractor has to ensure implementation of equal work and equal remuneration to man and woman as envisaged in the equal remuneration Act 1976.
27. Contractor will enter into agreement on Rs. 100.00 Stamp paper within 15 days of issue of Work Order .

Asstt. Manager (IGD&PRD)