



**THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD.**

P.O.: Nuagam, (Aska)- 761111, Dist- Ganjam, State- Odisha.

Email id.: askasugar@yahoo.co.in

GSTIN : 21AAAAT5989L1ZO

**TENDER CALL NOTICE:- 1343 /2024, DATED: 05.10.2024**

**INVITATION FOR COMPETATIVE BIDDING**

**Bid Notice No:-01 & 02/2024-25**

**Dated: 05/10/2024.**

The Managing Director, Aska Co-operative Sugar Industries Ltd, Nuagam, Aska Invites sealed tender in confirming with sealed tender call notice (D.T.C.N) from the Registered contractor of state PWD or equivalent class of CPWD /Railway/MES/Central Govt./State Govt. Undertaking for the following works to be eventually drawn up in the percent rate contractor from (P-1).

SI NO	Name of the Work	Approximate Estimate Cost in Rs	EMD in Rs	Eligibility of Contractor	Time of Completion	Cost of Tender Paper ( Non Refundable)
<u>1</u>	Erection of Truss & Purlins, Roof Gutters and colour GSI sheets Roofing work of the Sugar Plant & others.	79,89,758/-	79,898/-	"A" & "B"	03 Months	11,800/-
<u>2</u>	Erection of Purlins and colour GSI sheets Roofing work of the Sugar Mill.	58,71,439/-	58,714/-	"A" & "B"	03 Months	11,800/-

**Term and Condition**

1. The Tender is to be super scribed with the name of the work and item of work tendered for.
2. Registered Contractor of Class A & B, can download from the official web site of Aska Co-Operative Sugar Industries Ltd, Aska (www.askasugar@yahoo.co.in) from 07.10.2024 to 21.10.2024 and furnish the Paper cost in shape of A/c payee DD ( Non -refundable) drawn in favour of Aska Co-Operative Sugar Industries Ltd, Aska.
3. The Tender shall be accompanied by EMD for an amount as stipulated above for each work in shape of NSC/Postal Saving Pass Book/ Post Office Time Deposit/ KishanVikashPatra/ Deposit receipt in Schedule Bank only. duly pledged in favour of Aska Co-Operative Sugar Industries Ltd, Aska Attested copies of valid ITCC/ PAN Card/GST Clearance Certificate/Valid license, Without which the tender is liable for rejection. The tenderer shall furnish an affidavit at the time of submission of tender paper about the authentication of tender document.
4. The tender shall be received in a sealed cover through Registered Post with AD only, in the office in all working days during office hour up to 21.10.2024 excepting holiday. The tender will be opened before the Tender Committee on 22.10.2024 at 11.30 AM in presence of tender or their authorized representative.

5. The tender received after due date and time shall not be entertained and the authority shall not held responsible for delay in delivery of tender paper from the postal Department.
6. If any bidder backs out from the office before acceptance of the tender, the EMD along with the other deposit, deposited by him will be forfeited.
7. Engineering contractors during intending to avail the exemption facility of EMD should apply with appropriate documentary evidence with an affidavit and submit the same with tender documents. He should also produce original contract license at the time of opening of tender document to make necessary entry to that affect as such facilities are limited to their participation in the tender during a financial year, otherwise the tender will be rejected on the spot during opening of the tender.
8. The authority reserves the right to the reject any or all tender without assigning any reason thereof.
9. No telegraphic / fax tender shall be entitled.
10. The tender paper received without signature of the Contractor/agency will not be entertained.

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**Managing Director,**  
**A C S I Ltd, Aska,**

**Memo No: 1344 (2), Date: 05/10/2024.**

Copy to the Assistant Executive Engineer, Aska Block/ Office Notice Board of the Aska Block for information and necessary action.

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**Managing Director,**  
**A C S I Ltd, Aska,**

**Memo No: 1345(5), Date: 05/10/2024.**

Copy to the Secretary/ Account Officer/ Senior Manager (Process)/ Security Officer/ Computer Cell for information .The Computer Programmer is directed to webhost the above mentioned Notice and Tender Schedules of the projects in the official website for wide publication.

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**Managing Director,**  
**A C S I Ltd, Aska,**

**Memo No: 1346(03), Date: 05/10/2024.**

Copy submitted to the Sub-Collector, Bhanjanagar/ Tahasildar, Aska/ Executive Officer, NAC, Aska for information .They are requested to publish the tender call notice in their Notice Board for wide publication.

  
**Managing Director,  
A C S I Ltd, Aska.**

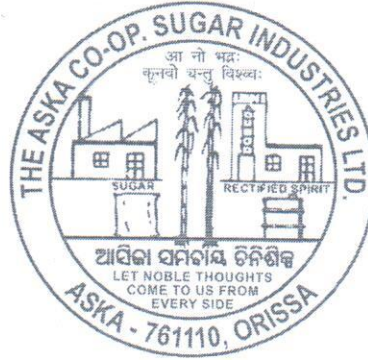
**Memo No: 1347, Date: 05/10/2024.**

Copy submitted to the Collector, Ganjam for favour of kind information and necessary action.

  
**Managing Director,  
A C S I Ltd, Aska.**

**THE ASKA CO-OPERATIVE SUGAR  
INDUSTRIES LTD, NUAGAM, ASKA**

**CIVIL ENGINEERING DEPARTMENT**



**BID - 01 DOCUMENT**

**FOR TENDER CALL NOTICE NO. 1343/05.10.2024.**

**Name of the work :-** Erection of Truss & Purlins, Roof Gutters and colour GCI sheets roofing work of the Sugar Plant & others at Aska Co-Operative Sugar Industry.

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**OFFICE OF THE ASKA CO-OPERATIVE SUGAR INDUSTRIES LTD,**  
**NUAGAM, ASKA.**

**CIVIL ENGINEERING DEPARTMENT**

- 1.Name of the Works: - **Erection of Truss & Purlins, Roof Gutters and colour sheets Roofing work of the Sugar Plant & others.**
- 2.Total No. Of Works: 1 Nos
- 3.Approximated Estimated Cost: Rs. **79,89,758/-**
- 4.Class of Contractor: "A" & "B"
- 5.Period of Completion: 03 Months (Three Calendar months)
- 6.Date from Download the Tender Paper/ Form: - ***Dt. 07.10.2024 to Dt. 21.10.2024.***
- 7.Last date of receipt of Tender Paper: - ***Dt. 21.10.2024 till 5.00PM.***
- 8.Date and time of Opening of Tender Paper: - ***Dt.22.10.2024 at 11:30 AM.***

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1. Sealed tenders are invited from the registered Contractors of any State Govt. 'A' class & 'B' class experienced contractors in prescribed form and will be received through registered post with AD only at O/o the Aska Co-Operative Sugar Industries Ltd, Aska, Ganjam up to 5.00PM of Dtd:-**21.10.2024** for the work "**Erection of Truss & purlins, Roof Gutters and colour sheets roofing work of the Sugar Plant & others** at Aska Co-Operative Sugar Industry" and will be opened before the tender committee in the presence of the tenderers or their authorized representatives at Aska On dated- 22.10.2024 at 11:30 AM. The amount of the estimate is approximately **Rs. 79,89,758/-**-(Rupees seventy nine lakhs eighty nine thousand seven hundred fifty eight) only.

2. The tenderers should please note that the work will have to be completed within 03 Months(**three calendar months**) commencing from the date of issue of work order. Tenderers are required to submit detail programme of works along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No.P1. Without these programmes of works, the tender will be considered defective. Authority for acceptance of tenders would rest with Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.

3. Tenderers are required to pay earnest money at 1% of the estimated amount i.e. Rs. 79,898/- (Rupees seventy nine thousand eight hundred ninety eight) only either in shape of Bank Draft duly pledged to the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam otherwise their tender will not be considered.

The earnest money will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in O.P.W.D. Code and the same will be retained in case of the successful tenderers and will not carry any interest.

4. (a) The plan & specification for the work can be seen at the office of the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam during working hours and days. Complaints at a future date that the plan and specifications have not been seen, cannot be entertained. The contractor may obtain a set of tender documents for the work from the official web site (askasugar@yahoo.co.in) on payment of Non -

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refundable fund **Rs.11,800/-** (Rupees eleven thousand eight hundred) only in shape of Demand Draft issued from any scheduled bank payable at Aska. The tender must be submitted in a sealed cover through registered post with AD only. The name of the tenderer and the name of the work are to be super scribed on the cover.

(b) All other information can be obtained on application to the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.

The authority will not be responsible if any portion of the tender document is modified and in all cases this conditions stipulated in the original document kept in the office of the undersigned shall prevail.

(c) The organization will not be held responsible, if there is any delay in receipt of tender documents by the intending contractors sent by department through registered post and similarly the tender documents sent through registered post with AD do not reach in the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam by the scheduled date and time, their offers will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of registration fees will be borne by the intending tenderers.

5. The Managing Director, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam reserves the right to reject any or all the tenders received without assigning any reasons thereof.

6. The tenderer whose tender is selected for acceptance shall within a period of seven days upon written information being given to him of acceptance of his tender make an initial security deposit @ 1% (One percent) of the tendered amount. So that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. Form No.-P1for due fulfillment of contract in the office of the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.

The security deposit, together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security deposit for the

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fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Managing Director, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam shall be foundation of rights of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam. In case of tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The rates should be quoted in words and figures and the units in words otherwise the tender will be liable for rejection. In case of discrepancy between words and figures, the words shall prevail and in case of discrepancy between unit rate and total, the unit rate shall prevail. The rates should be quoted in Rupees and Paisa, but not in Rupees and annas. The tender shall be written legibly and free from erasures, over writing's or conversation of figures. Corrections where unavoidable should be made by scoring out initialing dating and rewriting. The tender should also show total of each page and grand total of whole tender.

8. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of GST & Income Tax, Ferry & Tollage charges and Octroi Taxes are to be paid by Contractor.

9. The tender may not, at the discretion of the competent authority, be considered unless accompanied by attested copies of GST certificate, non assessment certificate as the case may be and the original certificate produced before the Managing Director, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam at the time of opening of the tender.



10. If the contractor removes any materials or stock so supplied to him from the site of work with a view of disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty to impose shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security or from the proceeds of sales thereof.

11. The contractor is liable to obtain a Labour License from the local District Labour Officer where 50 or above contract workers are worked as required under section 12 and Rules 21 of the Contract Labour (R&A) Act. 1970 & Rules.

12. Every tenderer must examine the detailed specification of Orissa before submitting his tender. The rights is reserved without impairing the contract to make such increase in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactory. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the industry do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deduction and such omission deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.

Department will not supply any materials what so ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials required for the work vide Government of Odisha Finance Department Memo No.-48443/ F Code- 46 / 95 dated 11.12.1995.



13. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract at any place outside the State of Odisha.

14. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006)

In case of Percentage Rate tender, :-

- i. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
- ii. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice.
- iii. The Contractor will quote percentage excess/less up to one decimal point only. If he writes the percentage excess/less up to two or more decimal points, the first decimal point shall only be considered without rounding off.
- iv. In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

- vi. The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

15. After the work is finished all surplus materials and debris are to removed by the contractor and preliminary work such as vats, mixing platform etc. are to the dismantled and all the materials are to be removed from the site and stocked at the prescribed area of the industry. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

16. The contractor shall not interface with the execution of water supply or electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

17. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

18. The contractor will have to arrange for water supply for all works and make sanitary arrangements at this own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

19. All the quantities mentioned in the schedule are combined for ground floor and multifloors incase multistoried building the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individuals items.
20. It should be understood clearly that no claim what so ever will be entertained.
21. The tenderer shall have to abide by the CPWD safety code rule introduced by the Government of India Ministry of Works, housing and supply in their standing orders No. 44 to 50 dated 25.11.1957 which can be seen in the office of the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam during working hours & days.
22. Tenders are required to abide by the fair wage clauses as introduced by the Government.
23. The contractor will be responsible for the loss or damage of any departmental materials equipments supplied to him under clauses 13, 30 and 32 during execution of the work due to reason whatsoever and cost of such materials will be recovered from him at prevailing stock issue rates plus storage charges or market rates whichever is higher.
24. The contractor should arrange at his own cost necessary tolls & tackles, Welding Machines, Gas Cutters, Gas, Electric Cutter Machines and other machineries such are arrange by the Tenderer. The tenderer has to arrange all the Safety equipment's for his engaged workers and the all the cost of the said materials are will be including in the tender cost.
25. The contractor will have to submit the monthly return of labour both skilled and unskilled employed by him on the work to the Managing Director, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.



26. The tenderers are required to go through each clause of P.W.D. Form No.- P1 carefully in addition to clauses mentioned herewith before tendering.

27. No part of the contract shall be sublet without written permission of the Managing Director, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam or transfer is made by power of attorney authorizing others to receive payment on the contractor's behalf.

28. If further necessary information is required AEE, Aska Block, Ganjam & Civil Engineer, Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam will furnish such, but it must be clearly understood that the tenders must be received in order and according to the institutions.

29. No contractors will be permitted to furnish their tenders in their own manuscript papers.

30. The following clauses have been revised / substituted as per Works Department Office memorandum No.12366 dtd. 08.11.2013. Details can be seen in the website: <http://tendersodisha.gov.in>

(i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/ themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

**Ammendment to Para.3.4.16(a)(vii) of OPWD Code Vol.I by substitution.**

(ii) For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the

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materials supplied. The contractors would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

31. the Industry will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.

32. All fittings for roofing work, supplied by the contractor should be of best quality and should be got approved by AEE, Aska Block, Ganjam, before they are used on the work.

33. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.

34. (a) The contractor shall have to furnish a certificate in the prescribed proforma enclosed herewith along the tender to effort that he is not related to any officers of Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.

(b) **CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We are / are not related to any officers of Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam. I / We am / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with the forfeiture of E.M.D. and total security deposit and I / We shall be liable to make good of the loss or damage resulting from such cancellation.

I / We also note that in case of non-submission of this certificate with tender my / our tender is liable for rejection.

Date.....

Signature of Tenderer



35. All the tenders received will remain valid for a period Sixty days from the date of receipt tenders. The period of validity can also be extended if agreed to by the Department and the contractor.

36. After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.

37. Tenderers required to submit a list of works in their hand in the prescribed proforma herewith, (b) list T&P (c) List of works executed in their prescribed proforma enclosed herewith along with the tender.

38. **GOVERNMENT OF ORISSA FINANCE DEPARTMENT**

1. (Memo No.-48443 / F-Code-46 / 95 dated 11.12.1995 regarding "Discontinuance of the system of procurement of stock by Engineering Department").

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2. With a view to avoiding these situations Govt. have been pleased to decide that with effect from 01.04.96 there will neither purchase of department store materials nor booking of materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores and utilize them in the work since materials like Channels, Angles, Colour Sheets, Hooks etc. are easily and abundantly available at places, there will be no difficulty for contractors to procure the same. Therefore the future agreement with the contractors shall be executed accordingly and necessary modification to the agreement from may be made. In case where agreement have already been executed for department supply of materials, efforts should be made to fulfill the same by utilization to the existing stores and also through inter divisional and even inter department transfer of stores. For utilization of the surplus materials, agreements may however be made for supplying of materials to the extent available. In this way the existing materials should be exhausted.

3. Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing and utilizing the same in future works.



4. Consequent upon introduction of the new system the Engineer-in-Charge of the work will have to exercise strict quality control and ensure that materials used by the contractors conform to the standard specifications

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5. (a) **Certificate of list of works in hand.**

I / We do hereby certify that at present the following works are in my / our hand.

Sl. No.	Particulars of works now in hand.	Amount of each work.	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of Tender.	Department under which the work is being taken up.
1	2	3	4	5	6



I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

(b) **CERTIFICATE OF THE LIST OF T & P**

I / We do hereby certify that the following tools and plants, machineries and vehicles are in my / our possession in working orders.

(i)

(ii)

(iii)

(iv)

(v)

(vi)

(vii)

I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

Date.....

Signature of Tenderer



(c) **CERTIFICATE OF THE LIST OF WORK EXECUTED**

I / We do hereby certify that the following works have been executed by me / us in the past.

Sl. No.	Particulars of works already executed.	Approximate amount of each work.	Name of Department under which the works executed.	Period of commencement and period of completion.	Whether the works were completed in stipulated period.
1	2	3	4	5	6

I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

39. At their opinions quote reasonable rates for each item of the work carefully so that the rate for one item should not be unworkably low and others too high. (Also see clause 60)

40. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.50 Lakhs or more. The apprentices will be selected by the Chief Engineer (R&B) Orissa. The stipend to be paid to the apprentices should not be less than Rs.200 and Rs.150 per month in case of Graduate Engineer, Diploma holder engineers respectively. The period of employment will commencement within one months of the date of issue of work order and would last till the date when 90% of work is completed. Number of apprentices employed should be fixed by Chief Engineer in any manner so that the total expenditure does not

exceed 1% of the tendered cost of the work (vide works & Transport Department, Letter No.-17331, Dt.-12.08.1966).

41. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within following or similar category.

- (a) Rent, royalties and other charges of materials octroi duties all other taxes including GST, ferry/tolls conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of work.
- (b) Labour camps and huts necessary to suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.
- (c) Suitable water supply including pipe water supply wherever available for the staff and labour.
- (d) Suitable equipments and wearing apparatus for the labourers engaged in risky operation.
- (e) No Staffs of the Contractor will work without safety equipment and safety certificate.
- (f) Suitable fencing barriers signals including paraffin and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.



(g) In case of any causality by accident/ Fatal accident arising out of and in the course of employment of an employee, the contractor is liable to pay compensation in accordance with the provisions of the Employees Compensation Act. 1923.

(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i) The contractor has to arrange all the materials including the equipment required for the work.

42. The prevailing percentage of I.T. Department of the gross amount of the bill and surcharge as applicable will be deducted from the contractor's bill towards Income tax.

43. The GST will be including on the Rates and various deduction of Royalty, E.G.B, Labour cess, Security Deposit & other Deductions will be deduct from the Bill amount. The contractor will submit the GST returns.

44. in case of employment of inter State Migrant Workmen in the construction work, he/she should obtain a license from the District Labour Officer as required under Section 8(I) b(II) of the ISMW (RE&CS) Act, 1979 and furnish the list of the migrant workmen.

45. The contractor is liable to furnish the information in Form IV regarding Commencement and completion of work to the District Labour Officer as required under Section 64 of he BOCW(RE&CS) Act, 1996 and the principal Employer needs to obtain Registration Certificate under section 7 of said act.



46. He / She is liable to deposit 1% cess of the construction cost to the BOCWW Board, Odisha as required under Section 3 of the BOCW Cess Act.1996.

47. The Contractor is liable to obtain approval of Holidays list to be observed in the establishment from concerned Labour Inspector as per Section 3 of the Odisha Industrial Establishment (National & Festival) Holidays Act. 1969 and Rules made there under.

48. The Contractor is liable to pay wages to the employees as per existing notified minimum rates of wages fixed / revised by the Labour & ESI Department, Govt. of Odisha. Every employee shall be provided a date of rest in a week and overtime wages at double the minimum wages rate under section 4 of the minimum Wages Act, 1948 and rules made there under.

49. He / She is liable to display the dates of payment, rate of notified minimum wages as required under the provisions of the payment of wages Act, 1936.

50 He / She is liable to make payment to equal pay to Men & Women workers as required under section 4 of the Equal Remuneration Act, 1976.

51. He / She should not engaged Child and Adolescent Labour in the construction work as per provisions of Section 3 and Section 3A of the Child & Adolescent Labour (P&R) Act. 1986.

52. Incase of engagement of Motor Transport workers employing Motor Vehicles, he / she should obtain a Registration Certificate thereof from the District Labour Officer for such engagement.

53. It is also mandatory on the part of the contractor to maintain a Combined Muster Roll – cum – Wage Register as applicable under Labour Laws.



54. Under section 12 of the Contract labour regulation & abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authority of labour department.

55. When department machinery will be utilized in the work by the contractors necessary and prevailing hire charges as fixed by the departments will be recovered from the contractor who may see the hire charges of the machinery in the office of the Aska Co-Operative Sugar Industries Ltd, Nuagam, Aska, Ganjam.

56. Under no circumstances interest in chargeable for the dues or additional dues, if any payable for the work.

57. If the contractor quotes abnormally low rates for some items and the department decides to accept the tenders then the department would have the discretion of withholding the differential cost between the amount of low rated items and corresponding estimated amount from their payment due against other item till such low rated items are completed in full as approved specification.

58. The following clauses have been revised / substituted as per Works Department Office memorandum No.12366 dtd. 08.11.2013. Details can be seen in the website: <http://tendersodisha.gov.in>.

(i) Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II by inclusion.

If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalised the tender through a transparent lottery

system, where all bidders / their authorized representatives, the tender committee will remain present.

(ii) Additional Performance security

(A) As per Works Department Office Memorandum No. 14459 dtd. 20.09.2018

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of one and half times of the differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt/ National Savings Certificates/ Kisan Vikash Patra / Post Office Time Deposit Account/ Post Office Savings Bank Accounts / Deposit Receipt /Bank Guarantee from any Nationalised Schedule Bank duly pledged in favour of the Aska Co-Operative Sugar Industries Ltd, Aska within seven days of issue of LoA (Letter of Acceptance) Otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

(B) Amendment to Para 3.5.5 (V) of Note-III of OPWD Code Vol-I by modification. For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the Managing Director, Aska Co-Operative Sugar Industries Ltd, Aska to report the actual date of completion of the project so that the report is received within 7 (seven) days of such completion.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.



Before 30% of contract period = 5% of Contract Value

Before 20 to 30% of contract period = 4% of Contract Value

Before 10 to 20% of contract period = 3% of Contract Value

Before 5 to 10% of contract period = 2% of Contract Value

Before 5% of contract period = 1% of Contract Value

59. Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender documents including Bank Guarantee.

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank Guarantee (Vide Govt. of Orissa, Works Department Code-14/2004-9414, dt-08.06.04, concurred by Law Department Finance, vide their U.O.R. No.-1242, dt-05.08.03 and No.-193/WF-I, dt-04.03.04 respectively).

60. Clauses for site engineer and road furniture etc. in DTCN / Agreement.

In Works department Letter No.-10407, dt.-25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work. Under the same clause, the following provision is to be made as per Works Department No.-12351/W, dated 23.07.2004.

- 1) An Engineering personnel of the executing agency should be present at work site at the time of visit of Inspecting Officers in the rank of APD(Tech)/Addl.P.D.(Tech), DRDA & other Senior officials.
- 2) Brick Masonry Display Board should be constructed by the executive agency indicating Name of the department, Name of the work, estimated cost, financial year etc as per the direction of Engg- in- Charge.

Total 60 (Sixty) Clauses Only



**Assistant Exe. Engineer**  
**Aska , Block**



**Managing Director**  
**A C S I Ltd, Aska**

Issued to Sri.....Contractor.....  
Class.....

Percentage Rate Quoted in figure:-
Percentage Rate Quoted in Words:-
Total Tendered Amount:-

Total No. of Corrections.....  
Total No. of Over writings.....  
Total No. of Interpolation.....

Signature of the  
Contractor

1. The tender from downloaded from official Website

Cost of tender paper for the work "Erection of Truss & purlins, roof gutters and colour GCI sheets roofing work of the sugar plant & others at Aska Co-Operative Sugar Industry" for Rs.11,800.00 (Rupees eleven thousand eight ) only vide Demand Draft No.

\_\_\_\_\_ - Dt. \_\_\_\_\_ payable at Aska.

  
**Managing Director**  
**A C S I Ltd, Aska**



**SCHEDULED OF QUANTITY**

Sl no.	Index	Quantity	Unit	Rate per unit. (In Rs.)	Total Amount (in Rs.)
01	Dismantling old GCI Sheets / ACC sheets roofing after carefully removing the bolts and nuts including stacking of the materials for reuse and removing the debris within 50Mt lead per 01 Sqmt.	6076.70	Sqmt.	100.90	06,13,135.20
02	Supplying and fixing of GCI sheets in roof including cost of GCI sheets, Labour and T&P etc complete.	6076.70	Sqmt.	296.62	18,02,459.48
03	Dismantling, Fabrication & Erection of roof purlins & truss work in plant including cost of material & labour charges.	37555.43	Kg.	107.09	40,21,810.78
04	Dismantling, Fabrication & Erection of Roof Gutters work in plant including cost of material and Labour charge.	400.00	Rmtr.	833.94	03,33,576.00
				<b>Total Amount =</b>	<b>67,70,981.46</b>
				<b>Add GST 18% on the total amount =</b>	<b>12,18,776.66</b>
				<b>Grand Total Amount =</b>	<b>79,89,758.13</b>
				<b>Or say =</b>	<b>79,89,758.00</b>

  
5.10.24

Assistant Executive Engineer  
Aska Block, Aska

  
5/10/24

Managing Director  
A C S I Ltd, Aska.