TENDER DOCUMENT

TENDER No: NERO/CON/713/304 dated 18.04.2018

FOR

Tender for Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.

VOLUME–II

NOTICE INVITING TENDER

ADDITIONAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATIONS

DRAWINGS
ENGINEERING PROJECTS (INDIA) LTD.  
(A Govt. of India Enterprise)  

Tender No: NERO/CON/713/304  
Date: 18.04.2018  

NOTICE INVITING e-TENDER (NIT)  

Tender for Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.

Engineering Projects (India) Ltd. invites the online open e-Tenders sealed item rate tender in two bid system through e tendering from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for the Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura in single stage Two Envelope system (Technical bid & Price bid) for the following works:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>NAME OF WORK</th>
<th>ESTIMATED COST</th>
<th>EARNEST MONEY DEPOSIT (EMD)</th>
<th>COMPLETION PERIOD</th>
<th>TENDER FEES</th>
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<tr>
<td>1</td>
<td>Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building &amp; Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.</td>
<td>Rs. 17,04,300.00 (Rupees Seventeen Lakh Four Thousand Three hundred only)</td>
<td>Rs. 17,050.00 (Rupees Seventeen Thousand Fifty only)</td>
<td>45 days</td>
<td>Rs 2,360/- (Rupees Two Thousand Three Hundred Sixty only) (GST @ 18% included)</td>
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The brief scope of work in this tender shall include providing all labour, materials, tools and plant, transportation to site, storage and safe custody of the materials all complete. Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out on item rate basis as per bill of quantities and tender conditions.

The detailed scope of work is given in tender document.

Time schedule of Tender activities:
(i) Date & Time for Start of Downloading of tender documents: From 18.04.2018 02:00 PM
(ii) Last Date & Time for Downloading of tender documents: 03.05.2018 up to 02:00 PM
(iii) Last Date & Time of online submission of Tenders: 03.05.2018 up to 03:00 PM
(iv) Date & Time of online opening of tenders (Techno-Commercial Bid): 03.05.2018 at 03:30 PM
(v) Date & Time of submission of documents in physical form: 03.05.2018 (up to 02:30PM)

NIT NO NERO/CON/713/304
The tenderers shall submit his query on or before 26.04.2018 by 17.00 hours to nerocontracts@gmail.com or by post to the address given at sl. no. 15 below.

1.0 Contractors who fulfill the following basic qualifying requirements are eligible to Participate in this tender.

a) The bidder must have experience of having satisfactorily completed following “similar works” during the last 7(seven) years ending last day of month previous to the one in which applications are invited.

i. Three similar works each of costing minimum 40% of the estimated cost of this work.

OR

ii. Two similar works each of costing minimum 50% of the estimated cost of this work.

OR

iii. One similar work costing minimum 80% of the estimated cost of this work.

a. The “similar works” shall mean Internal Electrification works which included Supply/Installation of AC and/or Conduiting, Wiring & power points etc. work.

The tenderer having worked or working with EPI for similar nature of works shall have the option of not submitting any completion certificate and instead mention the work order/LOI no and date for “similar works” carried out by him.

b. The cost of free issue materials shall not be included in the completion cost of works.

c. For evaluation purpose, the completion cost of works mentioned in the completion certificate shall be enhanced by 7% per annum till the end of month prior to date of NIT.

d. The experience certificates issued by Government Organizations/Semi Government Organizations/State Government / Public Works Department / Central Government/Public Sector Undertakings/ Autonomous Bodies/Municipal Bodies/Public Limited Companies listed on BSE/NSE shall be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public/Private body shall be considered only if they are supported by TDS certificates in support of value of work done by the tenderer. TDS certificate for full contract value as mentioned in the work order must match failing which the same shall not be considered.

b) Should have had average annual financial turnover of at least 30% of the estimated cost put to tender during the immediate last three consecutive financial years ending on 31.03.2017 duly supported by annual financial report (i.e. audited copies of balance sheet)
sheet and profit and loss statement) or certified by Chartered Accountant along with Income Tax return for last financial year (2015-16/2016-17).

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2017, Copies of balance sheet/ Certificate from Chartered Accountant duly self attested by the tenderer shall be submitted.

d) Should have a Solvency of 40% of the estimated cost issued by a Bank. The Solvency Certificate should have been issued not earlier than three months of last date of submission of the tender.

e) Should have valid Permanent Account Number of Income Tax and GST registration.

f) Should have valid PF Registration number. In case the bidder does not have this registration number, he shall remain bound to obtain them within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

g) Bidders who intend to get exemption from submission of Tender fee and EMD shall submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi) vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

h) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc.

i) The experience certificates issued by Government Organizations / Semi Government Organizations/ State Government / Public Works Department / Central Government /Public Sector Undertakings/ Autonomous Bodies/Municipal Bodies/Public Limited Companies listed on BSE/NSE shall only be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company and Private Party can be considered only if they are supported by TDS certificates/Turnover Certificate from Chartered Accountant in support of value of work done by the tenderer.

j) Completion certificates from the client shall be in the name of the company who is submitting the tender. The contractor has to produce original documents for their verification as and when demanded by EPI. The tender of any tenderer shall be rejected if on detailed scrutiny; documents submitted along with the tender are found to be unsatisfactory / forged. The decision of EPI in this regard shall be final and the binding on the tenderer.
k) Relevant experience certificates and other documents as mentioned above fulfilling the qualifying criteria duly self-attested by the tenderer shall be enclosed in Envelope-1. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The bidder has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

l) Site visit for the subject tender is mandatory. The bidders shall visit the site to Study/assess the tendered work and also acquaint themselves of the prevailing local conditions before submitting their bid. Bidder has to enclose a certificate counter signed by EPI official or furnish undertaking for having visited the site.

m) The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if:
   a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
   b) They have record of poor performance during the past 10 (ten) years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.
   c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
   d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

The credentials of the Bidders shall be verified and inspection of the works, if required, to be carried out by EPI. If not found satisfactory, their bid will be considered non-responsive.

2.0 Tender documents comprising of the following are available on the website of EPI: www.epi.gov.in, CPP-Portal: www.eprocure.gov.in and as well as on TCIL portal http://www.tcil-india-electronic tender.com.

   Volume I: Instructions to Tenderers, Addendum to Instructions to Tenderers, Special Instructions to Bidders for e-Tendering & General Conditions of Contract (ITT&GCC) of EPI
3.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

4.0 Interested bidders have to necessarily register themselves on the portal https://www.tcil-india-electronicitender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get them registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited,
6th Floor, TCIL Bhawan, Greater
Kailash – 1, New Delhi 110 048

Contact No.: 011-26241790, 98683 93717/75/92
Email-ID: ets_support@tcil-india.com

They may obtain further information regarding this tender from DGM (Contracts) at the address given at Clause No.15.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

For proper uploading of the bids on the portal namely https://www.tcil-india-electronicitender.com (hereinafter referred to as the “portal”), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section: Instruction to Bidders of the Bidding Documents.

5.0 Bidders can download the bid document from the portal without paying document fees in advance, any time from 02:00PM on 18.04.2018; however, interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay ₹ 2,360/- (Rupees Two Thousand Three Hundred Sixty only) (GST @ 18% included) as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Guwahati. GSTIN of EPI for Assam is 18AAACE0061C1ZC. The fees to be paid to TCIL is separate.

6.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned at clause no 2 of “Addendum to Instructions to Tenderers” under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date & time of online bid submission. Late bids will not be accepted. Under the above procedure, only first envelope (Technical Part) shall be opened in the presence of the bidders' representatives who choose to attend in person at the address given below on scheduled date & time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.
7.0 The bid must be accompanied by an Earnest Money Deposit (EMD) of **Rs. 17,050.00 (Rupees Seventeen Thousand Fifty only)**. This can be either in the form of Crossed Demand Draft or Pay Order (in CTS form) of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd.”, payable at Guwahati. The EMD shall be valid for minimum period of 150 days (one hundred fifty days) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

8.0 Tender fee, EMD (In original), Power of Attorney, NSIC/MSME(Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC) certificate as per Clause No.1 (j) if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 15.0 below as stipulated at sl. no iv of iv under Time Schedule of Tender Activities. If the above documents are not received in time then their offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

9.0 The Terms & Conditions contained in the NIT and tender document shall be applicable.

10.0 The tenderers should note that the credentials such as value and volume of works completed, as submitted by the tenderers along with their offers shall be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.

11.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on TCIL portal http://www.tcil-india-electronictender.com the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

12.0 The Price Bid of those bidders who are found to be prima-facie techno-commercially acceptable based on the documents submitted at the time of bid submission and also against fulfillment of conditions at sl. no. 10 above shall be opened with prior intimation to them. Hence the intending bidders must furnish their e-mail id along with the techno-commercial part. However, it is made clear that the offer of the bidders shall be accepted subject to the confirmation of authenticity of the PQ documents/ EMD/Tender fee from the concerned department/ bank. In case the PQ documents such as work experience certificate, bank solvency certificate etc submitted by a bidder is found to be fake the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.

13.0 EPI reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

14.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to
split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

15.0 Tender documents shall be issued by and submitted to:

DGM (Contracts)
Engineering Projects (India) Ltd.
North Eastern Regional Office
4\textsuperscript{th} Floor, Hindustan Tower,
Jawahar Nagar, National Highway No.37,
Guwahati (Assam) -781022 (e-mail id: nerocontracts@gmail.com)

16.0 Contact details for site related quarries:
Shri S.P. Roy, DGM, EPI (Mobile No.- 8974002171)
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

The works relates to Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

As per tender documents and in addition any other services not covered in tender documents but required as per direction of EPI/Tripura University for successful commissioning of the works are deemed to be included in the scope of work. Nothing will be paid extra in this account.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) of the Tender. The Tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.
c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 (a) The set of tender documents shall contain one set of hard copy of tender drawings. The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer and shall form part of agreement.

(b) The tenderer who have downloaded the tender documents and drawings from EPI’s website shall also submit one set of hard copy of tender documents along with set of tender drawings duly signed and stamped by the tenderer and shall form part of agreement.

7.0 SPECIFICATIONS

7.1 The work in general shall be carried out as per latest CPWD specifications New Delhi for Civil Works (updated with correction slips issued upto last date of submission of tender) and latest CPWD specification New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.

7.2 For items not covered under latest CPWD specification, for (Civil Works) / latest CPWD specification for Electrical Works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.

7.3 In case, specification are not covered under para 7.1 & 7.2 above the work shall be carried out as per the provisions of relevant technical specification.

7.4 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.

8.0 Clause No.35.0 of GCC stands modified as under:

SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

Not Payable
9.0 Clause No.69.1 (iv) of GCC stands modified as under:

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractor's supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

10.0 The clause No.72.1 of GCC shall be replaced as under:

The Contractor shall ensure adequate progress during the execution of work according to the detailed Bar Chart / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at S. No. 16.0 of Additional Conditions of Contract (ACC). However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and/or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at 16.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of half percent (1/2%) per every week of delay of the value of the work shown above if there is delay for a particular stage or the entire value of contract if the whole of the work is delayed.

The total amount of compensation payable by the Contractor for delay in stage-wise completion or completion of the whole work shall not exceed 10% of the total contract value as awarded.

11.0 Clause No. 72.4.1 of GCC stands modified as under:

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (mile stones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to
ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and / or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.

12.0 ARBITRATION:

12.1 Clause no. 76.1 of GCC shall stand amended as below:

76.1 Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration
and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) if the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the disputes, differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.

vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the 'Memorandum' to the 'Form of Tender'.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

12.2 Clause no 76.2 & 76.3 of GCC shall remain un-changed.

13.0 The following shall also be read with clause number 13 of the GCC:

a) The bidder/contractor must be registered with GST and should have valid GSTIN
b) The bidder/contractor must submit as compliance under GST Act, the invoices in GST complaint format failing which the GST amount shall be recovered/ adjusted without any prior notice from the next invoices or available dues with EPI.
c) The bidder/contractor are required to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/ adjusted by EPI without any prior intimation.

The rates quoted by the contractor shall be deemed to be include all taxes and duties except GST which shall be reimbursed to him subject to raising of tax
invoice and filing of return and payment of tax as per GST law, failing which EPI shall no be able to honour his claims for any payment. The contractor has quoted his rates knowing fully well that submission of return and display of the same on GSTN portal is mandatory. However, any variation in taxes and duties after submission of due date of submission of tender shall be to the owner’s account i.e. in case of any decrease in the taxes and duties shall be passed on to the owner and any increase in taxes and duties shall be borne by the Owner. Similarly, the imposition of any fresh taxes and duties shall also be borne by the Owner. All the above reimbursements shall be admitted to the extent these are admitted by the Owner. The contractor’s rates are also deemed to be inclusive of PF & ESI contribution on part of employer as applicable under the relevant laws/acts. The contractor is required to furnish PF & ESI deposit proofs progressively along with his RA bills failing which 4.70% of his gross bill value shall be hold from his RA bills/Payments. If it is incumbent upon EPI to deposit the withheld amount with EPFO, the same shall be deposited by EPI and the amount shall not be refunded to the contractor even after production of PF deposit proofs by the contractor at a later date.

14.0 PRICE VARIATION CLAUSE:

No price variation will be entertained at any stage of the contract under any circumstances whatsoever.

15.0 MOBILIZATION ADVANCE:

Not Payable

16.0 COMPLETION SCHEDULE

Delay in completion beyond stipulated period as mentioned in the memorandum of tender will considered for levy of compensation of delay, if any, under clause: 10.0 of ACC. However, justified reasons for delay shall be considered for which decision of Engineer in Charge will be final and binding on the contractor.

17.0 PLANT & MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost.

Note:

a) The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

18.0 The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:
a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).
b) Computerized Bill with Measurements (3 Copies).
c) No claim certificate by the contactor in Non-Judicial stamp paper of Rs.100.00 duly notarized.
d) No claim certificate from the sub-agencies / venders engaged by the contractor.
e) All operation and maintenance manuals if applicable.
f) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.
g) Manufacture’s guarantee of various machines / equipments installed as part of works if applicable.
1.0 SPLIT TYPE AIR CONDITIONERS

1.1 Technical Specification

- The Air conditioning machine shall be with
- "High Wall" type indoor unit,
- outdoor condensing unit,
- reciprocatory compressor,
- Auto Swing / Sweep,
- 4-way Air deflection System,
- necessary refrigerant piping & electrical wiring between outdoor and indoor units through PVC flexible conduit,
- refrigerant F-22,
- microprocessor control,
- Wireless Remote Control with (Operation Display, Start-stop, Operation Mode Selection, 'ON' Timer, 'OFF' Timer, Time Setting, Air Circulation, Timer 'SET', Timer 'CANCEL', Room Temperature Checking, Vertical Airflow Direction Control, Room Temperature Setting, Indoor Fan Speed Selector, Jet Cool)
- electronic thermostat,
- high purity filter,
- time delay feature,
- oscillating louver,
- 3-speed cooling,
- condensate drain piping
- Frost-proof Evaporator Pipe

2.0 WINDOW TYPE AIR CONDITIONERS

2.1 Technical Specification

The Air conditioning machine shall be with
- reciprocatory compressor,
- coated aluminium fins,
- internally grooved copper tubing,
- one touch Air Filter,
- Auto Swing / Sweep,
- Wireless Remote Control with (Operation Display, Start-stop, Operation Mode Selection, 'ON' Timer, 'OFF' Timer, Time Setting, Air Circulation, Timer 'SET', Timer
'CANCEL', Room Temperature Checking, Vertical Airflow Direction Control, Room Temperature Setting, Indoor Fan Speed Selector, Jet Cool)

- 4-way Air deflection System,
- Slide-out chassis,
- Permanently lubricated fan motor alongwith safe guarded against overload, ventilation control to circulate the air in the room.

2.2 Voltage Stabilizer:

- Servo Controlled Voltage Stability AC, single phase with output sensed, active time delayed, manually start / resettable high & low voltage trip facilities.
- Rating : 1.0kva, AC Single Phase
- Input Range : 170 V to 270V
- Output Range : 230 Volt ± 1%
- Output Wave Form : The output wave form is a true replica of the input.
- Correction Rate : 35V / sec for each phase
- Effect of Load P.F. : None
- Metering : continuous monitoring of input / output voltage.
- Input indications : high and low voltage indicators (with audible alarm).
- Control : Automatic / Manual
- Protection : Circuit Breaker
- Ambient Temperature : upto 45°C max
- Nature of Cooling : Air cooled
- Type of Motor : A.C. Step Synchronous Motors.
SCOPE OF WORK FOR SPLIT/WINDOW MODEL TYPE AIR CONDITIONING MACHINE OF ACADEMIC BUILDING (DIRECTORATE OF DISTANCE EDUCATION, SCHOOL OF EDUCATION AND OBC)

<table>
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<td>Blue Star / Carrier / Hitachi / Voltas make split type remote operated A.C.Units comprising “High Wall” type indoor unit, outdoor condensing unit, necessary refrigerant piping &amp; electrical wiring between outdoor and indoor units inside flexible PVC conduit, refrigerant F-2, microprocessor control, electronic thermostat, high purity filter, time delay feature, oscillating louver, 3-speed cooling, condensate drain piping and other accessories as required (1 phase power supply shall be provided within 1.5 Mtr. of the respective indoor/Outdoor units), all as per approved design, drawings and as directed.</td>
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<td>Providing insulation over refrigerant suction piping with fire retarding quality (minimum 12 mm thick) nitrile rubber or equivalent pipe section of aluminium foil faced UV protected closed cell foam insulation and then wrapped with 6 Oz markin cloth. The surface of the cloth shall be painted with two coats of synthetic enamel paint over a coat of primer, all as per approved design, drawings and as directed.</td>
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Sd/ Contractor
Tender No: NERO/CON/713/304                                                            Dated: 18.04.2018

Tender for Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners of Blue Star make, 2TR with auto voltage stabilizer and as per specification of the tender documents at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.

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Note: The enclosed drawings are for tender purpose and for general guidance only. The works shall be executed as per the construction drawings to be issued during course of work and as per instructions of the Engineer-in-charge.

(Signature and seal of the Tenderer)