Addendum no.1

Name of work: “Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura”.

Ref:NIT no: NERO/CON/713/307 Date: 22.06.2018

The Intending bidders may note the following changes in Contract Condition:-

Arbitration Clause no 12 (including its sub clauses 12.1 & 12.2) of Additional Conditions of Contract (ACC) shall stand replaced with following:-

Clause 12 of ACC

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 of GCC shall stand amended as under

**Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) inter se and CPE(s) and Government Department(s)/Organization(s)-Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central public Sector Enterprises (CPSEs)/Port Trust inter se and also CPSE(s) and Government Department(s)/Organization(s) excluding Disputes concerning Railways, Income Tax, Customs & Excise Department(s), such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 Dated 22.05.2018.

12.3 Clause 76.3 of GCC shall remain unchanged
Clause no 13 of Additional Conditions of Contract (ACC) shall stand replaced with following:

**Clause 13 of ACC**

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

The bidder/contractor must be registered with GST and should have valid GSTIN

a) 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.

b) 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 “inclusive of all taxes and duties including 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.

_In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the subcontractor shall pass on the benefit to EPI immediately, failing which EPI shall have the right to recover the differential amount from the amounts due to the subcontractor. Further in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractors, subject to the condition that the client reimburses the said increased taxes to EPI._

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.

**Revised Price Bid & Annexure to Price Bid for indicating Cost & Levies (GST & Other Taxes)**

Revised Price Bid is enclosed at Annexure-A.

Annexure for Cost & Tax Break-up is enclosed at Annexure-AA.

Dy. General Manager
### Description of Items

#### SL. No.

1. 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 &
   electrical wiring between outdoor and indoor units inside flexible PVC conduit, refrigerant F-22,
   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 approval design, drawings and as directed.

   **ODU 2.0 TR + IDU 2.0 TR (High-Wall)**

   **Note:** The refrigerant piping and electrical cabling between respective indoor & outdoor units
   shall be on lump sum basis and shall be included in the rates.

2. 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 QZ 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.

   **ODU 2.0 TR + IDU 2.0 TR (High-Wall)**

3. Providing & laying of PVC drain pipe between indoor unit and the nearest drain.

   **Note:** The condensate drainpipes shall be terminated at the nearest toilet or outside the wall
   of the building.

4. O & M manuals along with warranty certificate for the split model A.C units.

5. Installation complete with wooden frame / MS structure, testing, commissioning and handing
   over the A.C. units in satisfactory working condition

   **2.0 TR capacity Split Type Units**

6. Supply & installation of suitable rates Servo controlled voltage Stabiliser for above, 2.0TR air
   conditioners.
   **Input range : 170 Volts to 270 Volts**
   **Output range : 230 Volt + 1%**

   **Academic Building**
   Each 15

   **Multistoried Parking lot building**
   Each 8

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### Tender Details

**Tender No:** NERO/CON/713/307 **Date:** 22.06.2018

**Price Bid Cum Bill of Quantity**

<table>
<thead>
<tr>
<th>Description of Items</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate (₹)</th>
<th>Total Amount (₹)</th>
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</thead>
</table>

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**Note:**

i) The position of the bidder will be as per Gross value of their Quoted Amount in Price Bid

ii) Bidder has to mention the breakup of cost and levies such as GST and other taxes considered in the quoted price as per enclosed Annexure-AA

iii) The Quoted amount shall be inclusive of all taxes and duties including GST

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**Grand Total**

GRAND TOTAL (in Figure)
GRAND TOTAL (in Words) Only.
ENGINEERING PROJECTS (INDIA) LTD.  
(A Govt. of India Enterprise)

Tender for Supply, installation, testing, commissioning and handing over in satisfactory condition of the split type Air conditioners at Academic Building & Parking lot building at Tripura University Campus, Suryamaninagar, Tripura.

Tender No: NERO/CON/713/307 Date: 22.06.2018

<table>
<thead>
<tr>
<th>Base cost</th>
<th>GST</th>
<th>Other Levies, taxes, duties, cess etc</th>
<th>Total Quoted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>d = a + b + c</td>
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