

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX



Tender No. : SDM(P&E)/T/08/2018-2019

E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/8/18-19/ET/146 dated: June 11, 2018

for

Design, Engineering, Supply, Construction, Erection, Testing and Commissioning including 10 years Comprehensive Operation & Maintenance (O&M) Contract of 1 MW (AC) Solar PV Power Plant at Haldia Dock Complex, Kolkata Port Trust.

ADDENDUM - I

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

[Total Number of Pages : 19]

NOTE :

1. This “Addendum-I” should be read in conjunction with Bidding Document (including Notice Inviting e-Tender).
2. Consequential changes, arising out of this Addendum-I, will be deemed to have been effected, even if the same were not incorporated specifically in the Bidding Document.
3. All other terms and conditions of the Bidding Document (including Notice Inviting e-Tender) will remain unchanged.
4. One set of this ‘**Addendum- I**’ along with one set of Tender Document (in full), should be submitted along with the techno-commercial offer, duly signed and stamped, on each and every page, as token of acceptance.

Addendum -I

Tender No. : SDM(P&E)/T/08/2018-2019

E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/8/18-19/ET/146 dated: June 11, 2018

PART- I

Sl. No.	Page No.	Clause No.	As specified in the Bidding Document	To be read as / Remarks
1	6	3.12 i)	Starting date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt : 04.07.2018 from 11:00 Hrs. (IST).	Starting date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt : 24.08.2018 from 11:00 Hrs. (IST).
2	6	3.12 ii)	Closing date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt : 12.07.2018 up to 16:00 Hrs. (IST).	Closing date & time of submission of e-Tender at http://www.mstcecommerce.com/eprochome/kopt : 06.09.2018 up to 16:00 Hrs. (IST).
3	6	3.12 iii)	Date & time of opening of Part-I (Techno-commercial Bid): 12.07.2018, 16:30 Hrs. (IST) onwards.	Date & time of opening of Part-I (Techno-commercial Bid): 06.09.2018, 16:30 Hrs. (IST) onwards.

PART- II

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
1.	2	2.1.1 [in full]	.....	<p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2018, must be at least Rs 1,77,96,231.00. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2015-16, 2016-17 and 2017-18, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.</p> <p>Note: The bidder upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2015-16, 2016-17 and 2017-18 along with Balance Sheets and Profit & Loss Accounts.</p>	<p>The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2018, must be at least Rs 1,77,96,231.00. Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2015-16, 2016-17 and 2017-18, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available. In case the Balance Sheet and Profit & Loss Account for the year 2017-18 have not been audited, the bidder can submit audited reports of the bidding firm certified by Chartered Accountant for the years 2014-15, 2015-16, & 2016-17.</p> <p>Note: The bidder upload the scanned copies of Annual</p>

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					Financial Turnover Statement (certified by CA) for the years 2015-16, 2016-17 and 2017-18/ 2014-15, 2015-16 and 2016-17 along with Balance Sheets and Profit & Loss Accounts.
2.	2	2.1.2 [in part]	11	The term “ <i>similar works</i> ” means - “Successful execution of Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including Operation & Maintenance (O&M) of 1 MW and/ or above capacity Solar PV Power Plant”.	The term “ <i>similar works</i> ” means - “Successful execution of Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including Operation & Maintenance (O&M) of 1 MW and/ or above capacity Solar PV Power Plant at single location of Ground Mounted, On- Grid/ Off -Grid”.
3.	2	2.1.3 [in full]	.....	Valid Electrical Contractor’s License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956. Note: The bidder upload scanned copy of valid Electrical Contractor’s License.	Clause to be considered as DELETED .
4.	3	2.2 [in part]	.....	<u>TEST OF RESPONSIVENESS:</u> The bidder should be considered responsive, only if scanned copy of the required document shall be uploaded along with bids;	<u>OTHER DOCUMENTS :</u> The bidder should upload scanned copies of the following documents along with bids;
5.	3	2.2 [in part]	....		<u>To Add :</u> h) Valid Electrical Contractor’s License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956. Note: 1) The bidder upload scanned copy of valid Electrical Contractor’s License. 2) The successful bidder would have to submit valid Electrical Contractor’s License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956. If the successful bidder is not having valid Electrical Contractor’s License, as mentioned above, the work would have to be executed

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					by them by Electrical Contractor(s) having valid Electrical Contractor's License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956.
6.	5 & 6	3.5 iii)	...	Earnest Money Deposit (EMD)	<p><u>To Add :</u></p> <p>NOTE ::</p> <p>(iv) The Bidder may also like to deposit the Earnest Money as follows :</p> <p>Rs. 10,00,000.00 (Rupees Ten Lakh) only using Axis Bank Payment Gateway and the balance in the form of an irrevocable and unconditional Bank Guarantee [as per the form (Bidding Form - "VIII") in Addendum-I], from any Kolkata/ Haldia Branch of a Nationalized/ Scheduled Bank of India. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.</p> <p>The EMBG should be kept valid and enforceable till a date, covering at least 3 (three) months beyond the date of expiry of the validity period of the bid.</p> <p>In case a bidder agrees to any extension of the bid validity period, asked by KoPT, the validity of the corresponding EMBG shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended bid validity period.</p> <p>Scanned copy of such EMBG must be submitted (uploaded) by the bidders, along with the Techno-commercial Bid.</p> <p>The original Bank Guarantee should be sent by the issuing Branch of the Bank, directly to the Employer, at the following address:</p> <p style="text-align: right;">Senior Deputy Manager</p>

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					<p>(Finance), Haldia Dock Complex (HDC), Jawahar Tower Complex, P.O: Haldia Township, Dist.: Purba Medinipur, PIN – 721 607, West Bengal, India.</p> <p>The original Bank Guarantee should reach the above address before the closing date and time of submission of bid.</p> <p>Details of Earnest Money remitted must be entered by the participating bidder in the space provided in the e-Tender, as indicated hereunder:</p> <p>a) Name of the bidder: b) E-Tender No.: KoPT/Haldia Dock Complex/P&E Div/8/18-19/ET/146 c) Amount of EMBG: d) EMBG Bank details: e) Bank Guarantee No.: f) Date of EMBG:</p>
7.	13	4.3.1 [in full]	.....	Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) [under Single Point Registration Scheme (SPRS)], having valid NSIC Certificate for MSEs along with DIC (District Industries Centre) Certificate, are exempted from depositing Bid Document Fee and Earnest Money, with respect to items for which the firm got them registered.	For exemption of Bid Document Fee and EMD, valid certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.
8.	13	4.3.3 [in full]	.....		Clause to be considered as DELETED.
9.	26	5.22.2 [in part]	3	.....validity specified by the bidder on the “ FORM OF TENDER.....”	.....validity specified in the “ FORM OF TENDER..... ”
10.	26	5.32.1 [in full]	.....	While evaluating the Price Bids, the Price quoted by the Bidders against all items of the Price Schedule shall be taken into	While evaluating the Price Bids, the Price quoted by the Bidders against all items of the Revised Price Schedule shall be taken into

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
				account and the TOTAL PRICE , which would be arrived at, by adding quoted prices of all items of the Price Schedule , will be considered for evaluation. Selection of the successful bidder will be made on the basis of the “lowest TOTAL PRICE” thus arrived.	account. TOTAL PRICE which would be arrived at, by adding NPV (Net Present Value) of quoted prices against EPC work (i.e. BoQ Item Sl. No. 1) and Operation & Maintenance for 10 years {i.e. BoQ Item Sl. Nos. 2 (i) to 2 (x)} at 10% Discount Rate per annum of all items of the Revised Price Schedule , will be considered for evaluation. Selection of the successful bidder will be made on the basis of the lowest net present value of total price quoted by the bidder discounted @10% per annum.
11.	37	2.1.9 [in full]	.....	Inverter output voltage of 230-415V has to be stepped up to 33kV to connect it to the grid at the point of interconnection as per the TS Clause 1.2.	Inverter output voltage of 230-415V has to be stepped up to 11 kV to connect it to the grid at the point of interconnection as per the TS Clause 1.2.
12.	38	2.7 [in part]	4	The guaranteed annual system availability shall not be less than 99%.	The guaranteed annual system availability shall not be less than 99% considering 100% grid availability.
13.	38	2.10	.....		<u>To Add :</u> The guaranteed power generation from the plant would not be less than 14 Lakh kWH (i.e. Units) per annum during operation & maintenance period of 10 years. If power generation from the plant is less than 14 Lakh kWH (i.e. Units) per annum, during operation & maintenance period of 10 years, the contractor would have to pay to HDC, KoPT the amount against shortage units (i.e. kWH) of generation, at the rate(s) of WBSEDCL as applicable.
14.	39	3.2.5 [in full]	.....	230 - 415V / 33 kV step up transformers in relevance with state grid code and inverter manufacturer requirements.	230 - 415V / 11 kV step up transformers in relevance with state grid code and inverter manufacturer requirements.
15.	40	3.2.24 [in full]	.....	Design & underground laying of nearly 500 Meters of 11 kV cable, in between the plant and the above mentioned 11 kV	Design & underground laying of nearly 1,000 Meters of 11 kV cable, in between the plant and Sub-station No. 3 at Haldia

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
				overhead line, for evacuation of power generated.	Township, for evacuation of power generated. Solar power evacuation is at 11 kV and should be connected to Sub-station No. 3 (i.e. SS-3) at Haldia Township. The cable route plan is shown on the enclosed drawing. The distance between Solar Project site and SS-3 at Haldia Township is around 1,000 Mtrs. This 11 kV grade XLPE insulated HT cable (of suitable size and length) should be provided by the contractor (i.e. supply, delivery, laying, straight through joints, end terminations etc., what so ever required) as per Indian Electricity Rules and relevant Indian Standard Specifications. 11 kV HT Circuit Breaker at SS-3 would be provided by HDC, KoPT but end termination of the cable is under scope of the contractor.
16.	41	3.7.12 [in full]	.....	Construction of Storm water drainage & sewage network. Rain water harvesting system should also be explored to promote water conservation.	<u>To Add :</u> The contractor would have to provide automatic sprinkling system of water for cleaning of complete solar modules during comprehensive O&M period of 10 years, at least on weekly basis, to improve the efficiency of the modules. The arrangement should be in such a way that water could be re-used for which sump(s) of suitable size(s) may be constructed. Existing small pond(s) at nearby location (to be provided by HDC-KoPT) may be utilized for water harvesting. However, the contractor would have to arrange to collect water from those ponds at their cost and arrangements.
17.	41	3.7.18 [in full]	.....	Laying of 11 kV Underground cable for power evacuation from project site to nearby 11 kV overhead line of Haldia Dock Complex	Laying of 11 kV Underground cable for power evacuation from project site to Sub-station No. 3 at Haldia Township.

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
18.	44	3.28.3 [in part]	2	.... 33 kV VCB Kiosk, ...	.... 11 kV VCB Kiosk, ...
19.	45	3.28.13 NOTE [in full]	.....	<p>(i) During Comprehensive O&M period of 10 years, the plant will have to be manned by the contractor <u>round the clock</u> by one Technician and one Helper.</p> <p>(ii) During comprehensive O&M period, as indicated at (i) above, Technician(s) and Helper(s) will have to be manned in the General Duty (i.e. from 08:00 hrs. to 17:00 Hrs. normally) to look after different maintenance activities as well as trouble shooting.</p> <p>(iii) One supervisor (Diploma in Electrical) will have to be manned in General duty, responsible for round the clock comprehensive O&M for 365 days.</p> <p>(iv) If required, to provide more as per requirement.</p>	<p>During comprehensive O&M period of 10 years, the plant will have to be manned by the contractor, as per following:-</p> <ul style="list-style-type: none"> • Supervisor (Diploma in Electrical)- 1 (one) Head, • Electrician/ Technician- 2 (two) Heads and • Helper- 2 (two) Heads. <p>If required, to provide more as per requirement.</p>
20.	48	5 [in part]	3	..... The Project shall consist of Mono/poly-crystalline silicon photovoltaic modules as per the specifications given below:	..... The Project shall consist of only Poly-Crystalline silicon photovoltaic modules as per the specifications given below:
21.	48	5.2 [in part]	2	....with minimum thickness of 4.0 mm for 72 cell module.....	....with minimum thickness of 3.2 mm for 72 cell module.....
22.	53	6.3.3	...	Inverter	<u>To Add</u> : The Inverter capacity would be 250 kW each and 275 kW of DC Power.
23.	58	6.7.3 [in part]	2	However, the cables used from array junction box to inverter can be XLPO Aluminium with 1.1 kV rating as per relevant standards.	However, the cables used from array junction box to inverter can be XLPE Aluminium with 1.1 kV rating as per relevant standards.
24.	60	6.8.7 [in part]	2	..... to meet the requirements of the Chief Electrical Inspector General (CEIG).	..... to meet the requirements of Central Electricity Authority (CEA).

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
25.	62	6.11.3 [in part]	2	RTCC panel, as per design, will be provided in control room.	OCTC panel, as per design, will be provided in control room.
26.	64	6.13 [in part]	.....	ONAF type inverter duty transformer.	ONAN type inverter duty transformer.
27.	66 & 67	6.14	.....	Auxiliary Transformer	<u>To Add :</u> Provide necessary battery back up for 3 (three) hours. Also provide 50 KVA stand by Auxiliary Transformer.
28.	83	6.36.1 [in part]	1	All ACBs/ VCBs, as applicable, shall be 4 pole, electrically operated, draw-out type,	All ACBs (4 Pole configuration) / VCBs (3 Pole configuration), as applicable, electrically operated, draw-out type,
29.	86	6.37.35 [in part]	5	Bidder shall provide 33 kV power evacuation with bay and metering on Turnkey basis as per Port requirement.	Bidder shall provide 11 kV power evacuation with bay and metering on Turnkey basis as per Port requirement.
30.	89	6.39.9 [in part]	3	Energy export to grid at 33 kV	Energy export to grid at 11 kV
31.	89	6.39.10 [in part]	2	Exported Energy to grid at 33 kV	Exported Energy to grid at 11 kV
32.	91	6.41.9 [in full]	.....		<u>To Add :</u> If required, FRP cable trays may be used in the Sub-station premises.
33.	91	6.42.1 [in part]	1	The power from the plant must be evacuated to nearby 11 kV overhead line through 11 kV HT XLPE Cables of appropriate size as per prevailing conditions at site	The power from the plant must be evacuated to Sub-station no. 3 at Haldia Township through 11 kV HT XLPE Cables of appropriate size as per prevailing conditions at site.
34.	93	6.45.1 [in full]	.....	CCTV cameras must be installed minimum at main entry gate and control room. Bidder may propose other locations as required to provide security for the entire plant. Bidder has to propose the locations and number of cameras required for the plant during bidding. However, Employer will decision on number of cameras shall be final.	CCTV cameras must be installed minimum at main entry gate and control room. Bidder may propose other locations as required to provide security for the entire plant. Bidder has to propose the locations and number of cameras required for the plant during bidding. However, minimum 4 (four) nos. PTZ type CCTV Camera would have to be provided by the contractor. Decision of the Employer on

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					number of cameras shall be final.
35.	94	6.48.3 [in part]	2	Bidder shall provide minimum one no. anemometer with wind vane of rotating cup type	Bidder shall provide minimum one no. Ultrasonic Type Anemometer.
36.	101	8.5 [in full]	.....	Land Development for site activities The employer (i.e. HDC, KoPT) is responsible for making the site ready and easily approachable by clearing of bushes, felling of trees (if required with appropriate approval from concerned authority), levelling of ground (including reclamation work wherever required) etc. for commencing the project. It will be ensured that land must be graded and levelled properly for the flow of water. It is advisable to follow the natural flow of water at the ground. If the land pocket needs any filling of sand, it is to ensure that the filled earth must be well compacted as per the relevant IS standards. Bidder shall take reasonable care to ensure that the plant is aesthetically designed. The bidders shall judiciously decide on making the price-bid accordingly.	Land Development for site activities The contractor would be responsible for making the site ready and easily approachable by clearing of bushes, felling of trees (if required with appropriate approval from concerned authority), levelling of ground (including reclamation work wherever required) etc. for commencing the project. It will be ensured that land must be graded and levelled properly for the flow of water. It is advisable to follow the natural flow of water at the ground. If the land pocket needs any filling of sand, it is to ensure that the filled earth must be well compacted as per the relevant IS standards. The contractor shall take reasonable care to ensure that the plant is aesthetically designed. The contractor shall judiciously decide on making the price-bid accordingly.
37.	102	8.8 [in part]	8	Bidder shall furnish the drawing of the proposed buildings to the Employer for approval.	Bidder shall furnish the drawings of the proposed buildings as per relevant Indian Standards to the Employer for approval.
38.	103	8.8.12 [in part]	4	Supervisor room must be fitted with suitably sized HVAC system.	Supervisor's Room and Control Room (Sub-station) must be fitted with Air Conditioning System with multiple compressors of suitable size(s) depending on Room size, humidity, temperature etc. (10% above on existing parameters). The contractor would have to bear electricity cost.
39.	106	8.11.1 [in full]	.....	The objective to provide a peripheral wall/ fencing is to demarcate the boundary and to	The objective to provide a peripheral wall/ fencing is to demarcate the boundary and to

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
				keep away the unauthorized access to plant. The contractor shall provide GI chain link/ RCC pre cast/ RR masonry wall all around the periphery of the plant. The wall height must be minimum of 2 meter from the FGL. The boundary wall must be provided with a rugged main entry gate (s). The construction of peripheral wall and the main entry gate must conform to the relevant IS standards and practice. Additionally, there should be few strands of barbed wires attached to a tilted bracket above the fencing/ wall.	keep away the unauthorized access to plant. The contractor shall provide GI barbed wire fencing with 5 (five) feet high with supporting columns all around the periphery of the plant. The boundary wall must be provided with a rugged main entry gate(s). The construction of peripheral wall and the main entry gate must conform to the relevant IS standards and practice. Additionally, there should be few strands of barbed wires attached to a tilted bracket above the fencing/ wall
40.	106	8.12.1 [in part]	2	The drains must be constructed with brickwork/ RCC/ RR masonry as suitable for the site conditions.	The drains must be constructed with Brick masonry work.
41.	109 & 110	12	...		‘Warranty’ to be replaced by the word ‘Guarantee’.
42.	113	Sheet- 3	.....	Guaranteed particulars to be filled in by the manufacturer.	Guaranteed particulars to be filled in by the bidder.
43.	128				<p><u>To Add :</u></p> <p><u>Clause No. 7.9(A)</u></p> <p><u>7.9(A).1</u></p> <p>Within twenty-eight (28) days of issuance of “Letter of Acceptance” by the Employer (KoPT), the Contractor shall have to submit, at their cost, “Integrity Pact” [using the form furnished in Section-IX (Bidding Form - “VII”)] duly filled in, signed and stamped (on each page), in Non-judicial Stamp Paper of worth not less than Rs. 50.00 & dummy papers.</p> <p><u>7.9(A).2</u></p> <p>Within 1 (one) week of approval of KoPT towards engagement of any Sub-contractor, proposed by the Contractor, similar “Integrity</p>

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					<p>Pact” shall have to be submitted for such approved Sub-contractor.</p> <p><u>7.9(A).3</u></p> <p>A copy of each such “Integrity Pact”, duly executed with KoPT, would be provided by KoPT to the Contractor, for their record.</p> <p><u>7.9(A).4</u></p> <p>The Independent External Monitors (IEMs) appointed by KoPT are</p> <p>1. Mr. Subhashish Sarkar, IPoS (Retd.), Flat No. 406, Block - III, Kirti Apartments, Mayur Vihar Phase - I Extension, <u>New Delhi – 110 091.</u> Mobile: +91 – 98117 07230 E-mail: subhashishsarkar53@yahoo.com</p> <p>2. Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Apts., Block 8B, Sec – 7, Dwarka, <u>New Delhi – 110 075.</u> E-mail: bsensarkar@gmail.com</p>
44.	137	7.27.2 [in part]	3	....The same license fee (□10.00 per month or part thereof) will be applicable....	....The same license fee (Rs 10.00 per month or part thereof) will be applicable....
45.	148	7.52.11 [in part]	3	....fulfil the contract conditions for more than 2 (two) times, any additional....	....fulfil the contract conditions in the 1st instance, any additional....
46.	148	7.52.11 [in part]	5	....inspection of the same from the 3rd time onwards shall have to be borne ....	....inspection of the same from the 2nd time onwards shall have to be borne
47.	171	.....	4 th Para, Line No. 3	....fulfil the contract conditions for more than 2 (two) times, any additional....	....fulfil the contract conditions in the 1st instance, any additional....
48.	171	.....	4 th Para, Line No. 5	....inspection of the same from the 3rd time onwards shall have to be borne ....	....inspection of the same from the 2nd time onwards shall have to be borne

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
49.	173	7.71 [in full]	.....	<p><u>Terms of payment</u></p> <p>Payment to the Successful Bidder will be made stage-wise as indicated below :-</p> <p>(i) 10% against approval of layout drawings, schemes, material list for all equipments.</p> <p>(ii) 60% against supply of the materials at site in good condition.</p> <p>(iii) 20% against erection, testing & commissioning of the complete system.</p> <p>(iv) 10% against taking over of the completed of work.</p> <p>During comprehensive operation & maintenance period of 10 years, payment would be made on quarterly basis at the end of every quarter for each year of comprehensive operation & maintenance period of 10 years.</p>	<p><u>Terms of payment</u></p> <p>Payment to the Successful Bidder will be made against the EPC work (i.e. total sum amount against BoQ Item Sl. No. 1) stage-wise, as indicated below :-</p> <p>(i) 10% against approval of layout drawings, schemes, material list for all equipments.</p> <p>(ii) 60% against supply of the materials at site in good condition.</p> <p>(iii) 20% against erection, testing & commissioning of the complete system.</p> <p>(iv) 10% against taking over of the completed work.</p> <p>During comprehensive operation & maintenance period of 10 years, payment would be made on quarterly basis at the end of every quarter for each year of comprehensive operation & maintenance period of 10 years.</p>
50.	173	.....	.....		<p><u>To Add :</u></p> <p><u>Defaults & Termination</u></p> <p><u>1. Default :</u></p> <p>Occurrence of any one or more of the following will be considered as event of default :</p> <p>a) In case the work can not be effected within 60 days from 7th day of issue of Work Order.</p> <p>b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by HDC, KoPT.</p> <p>c) Reference Clause No. 2.10 at Page No. 38 of the Tender Document, if power generation from the plant is less than 14 Lakh kWH (i.e. Units) per annum, during operation &</p>

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					<p>maintenance period of 10 years, the contractor would have to pay to HDC, KoPT the amount against shortage units (i.e. kWh) of generation, at the rate(s) of WBSEDCL as applicable.</p> <p>d) If the power generation is less than 14 Lakh kWh (i.e. Units) per annum, for consecutive 2 (two) years, action would be initiated by HDC, KoPT for termination of the contract.</p> <p>2. <u>Termination</u> :</p> <p>a) If the contractor fails to complete the subject work during the contract period or extension period within notice period i.e. 30 days, the work order will stand cancelled, and security deposit will be forfeited.</p> <p>b) In the event of occurrence of default (b) as mentioned above, HDC, KoPT may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Contractor to do so, HDC, KoPT shall be at liberty to remove such equipment from the port premises and to keep the same at any location convenient to HDC, KoPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from</p>

Sl. No.	Page No.	Clause No.	Line No.	As specified in the Bidding Document	To be read as / Remarks
					<p>HDC, KoPT for any damage that may occur during such removal and keeping of the equipment at any location by HDC, KoPT. Also in case of termination of the contract the security deposit will be forfeited.</p> <p>c) During the notice period of 3 months as at (b) above, the contractor may be asked by HDC, KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port in the wake of gradual winding up of the entire set-up of the contractor.</p> <p>d) No compensation shall be paid by HDC, KoPT to the Contractor in the event of termination of the contract.</p>
51.	176	.....	.....	TEST OF RESPONSIVENESS	OTHER DOCUMENTS
52.	184			BIDDING FORM-VI (PRICE SCHEDULE)	FORM-VI
53.					<p><u>To Add :</u></p> <p>BIDDING FORM- VIII (BANK GUARANTEE FOR EARNEST MONEY)</p>

FORM-VI

[To be filled up and uploaded, duly signed & stamped]

Table 1: Total EPC Contract for 1 MW (AC) SPV Plant.

Sl. No.	Item Description	Quantity
1.	Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 1 MW (AC) Solar PV Power Plant at Haldia Dock Complex, Kolkata Port Trust, including complete Electrical and Civil Work, as per detailed Scope of Work and Technical Specification of the Tender Document.	Lump Sum (LS)

NOTE: The above Bill of Materials (BoM) is indicative only. The purpose is for complete supply, delivery, installation & commissioning of 1 MW (AC) SPV Plant with the provision for evacuation of generated power to nearby 11 kV / 415 Volts Sub-station No. 3 (i.e. SS-3) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) at Haldia Township, Haldia.

Table 2: Comprehensive Operation & Maintenance (O&M) Contract for 1 MW (AC) SPV Plant.

Sl. No.	Item	Quantity
2.	Operation and Maintenance of the 1 MW (AC) PV Grid Interactive Power Plant including transmission & evacuation system for-	----
(i)	First Year	LS
(ii)	Second Year	LS
(iii)	Third Year	LS
(iv)	Fourth Year	LS
(v)	Fifth Year	LS
(vi)	Sixth Year	LS
(vii)	Seventh Year	LS
(viii)	Eight Year	LS
(ix)	Ninth Year	LS
(x)	Tenth Year	LS

NOTE: (i) GST as applicable will be paid extra as actual.

(ii) During comprehensive O&M period of 10 years, the plant will have to be manned by the contractor, as per following:-

- Supervisor (Diploma in Electrical)- 1 (one) Head,
- Electrician/ Technician- 2 (two) Heads and
- Helper- 2 (two) Heads.

If required, to provide more as per requirement.

(iii) **The bidder shall quote EPC Contract Rate in Table-1 and Comprehensive Operation & Maintenance Rates for 10 years in Table-2. However, evaluation shall be carried out by HDC based on Sl. No. 10 of Part-II of Addendum-I.**

BANK GUARANTEE FOR EARNEST MONEY

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

Tender No. SDM(P&E)/ T/08/2018-2019

Name of work:

Design, Engineering, Supply, Construction, Erection, Testing and Commissioning including 10 years Comprehensive Operation & Maintenance (O&M) Contract of 1 MW (AC) Solar PV Power Plant at Haldia Dock Complex, Kolkata Port Trust.

To,
The Board of Trustees,
for the Port of Kolkata.

BANK GUARANTEE NO. DATE

Name of issuing Bank

Name of Branch

Address

WHEREAS

The Board of Trustees for the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), (hereinafter referred to as "The Trustees") have invited Tender No. **SDM(P&E)/T/08/2018-2019** (hereafter referred to as "The Bid") for the work of **"Design, Engineering, Supply, Construction, Erection, Testing and Commissioning including 10 years Comprehensive Operation & Maintenance (O&M) Contract of 1 MW (AC) Solar PV Power Plant at Haldia Dock Complex, Kolkata Port Trust"**.

AND WHEREAS

Shri / Messrs a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Bidder", which expression shall mean and include their successors and assigns) have submitted their offer against the Bid.

AND WHEREAS

One of the terms of the Bid being that the Bidder may submit Earnest Money in the form of an irrevocable and unconditional Bank Guarantee as a security against the event of the Bidder withdrawing their offer on any ground whatsoever during the period of validity of the offer and/or the Bidder fails to enter into Contract despite the Trustees select the Bidder as the successful Tenderer against the Bid,

We, Branch, Kolkata/Haldia, do hereby issue our irrevocable and unconditional Guarantee in favour of The Trustees for a sum of only.

We, Branch, Kolkata/Haldia, do, on the advice of the Bidder, hereby undertake to indemnify

and keep indemnified the Trustees to the extent of the said sum of only.

We, Branch, Kolkata ...
...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Kolkata/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Bidder and the Trustees, this would be no ground for us, (Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

2. We, Branch, Kolkata
...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, Branch, Kolkata/Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Bidder and no protest by the Bidder, made either directly or indirectly or through Court, can be valid ground for us, Branch, Kolkata/Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We, Branch, Kolkata
...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the entire validity period of the Bid including any extension thereof until the Bidder furnishes the requisite Performance Guarantee for the amount specified in the Tender in the prescribed Form in the event of the Bidder becoming the successful Tenderer and that it shall continue to be enforceable in the Trustees' claim have been satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said Bid have been fully and properly observed/fulfilled by the Bidder and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of.....201.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us, Branch, Kolkata/Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Bidder for such extension of validity of this Bank Guarantee.
4. We, Branch, Kolkata
...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Bid or to extend the validity period of the Bid or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Bidder and to forebear or enforce any of terms and conditions relating to the said Bid and We, Branch, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Bidder or by any such matter or thing of whatsoever

nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,Branch, Kolkata/Haldia.

5. We,-Branch, Kolkata...
.../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

KOLKATA/HALDIA

(OFFICIAL SEAL OF THE BANK)

Note:

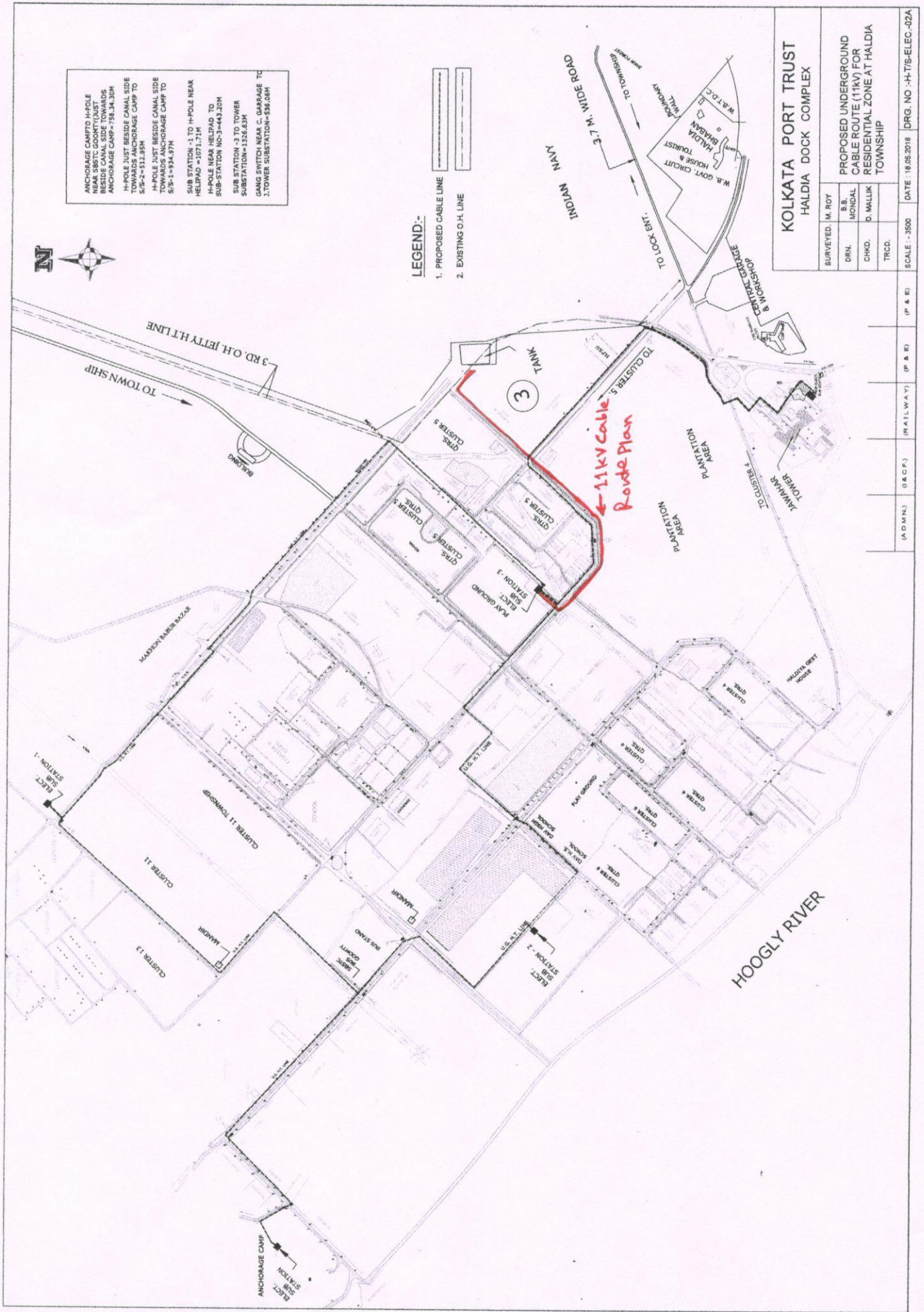
The Bank Guarantee should be issued from any Nationalized/ Scheduled Bank in India. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.

ANCHORAGE CAMP TO H-POLE
 BESIDE CANAL SIDE TOWARDS
 ANCHORAGE CAMP=758.34.30M
 H-POLE JUST BESIDE CANAL SIDE
 TOWARDS ANCHORAGE CAMP TO
 5/2-2=512.95M
 H-POLE JUST BESIDE CANAL SIDE
 TOWARDS ANCHORAGE CAMP TO
 5/2-1=493.97M
 SUB STATION - 1 TO H-POLE NEAR
 HELIPAD =1071.71M
 H-POLE NEAR HELIPAD TO
 SUB-STATION NO-3=443.20M
 SUB STATION - 3 TO TOWER
 SUBSTATION=1265.63M
 GANG SWITCH NEAR C. GARRAGE TO
 TOWER SUBSTATION=536.58M



LEGEND:-

1. PROPOSED CABLE LINE
2. EXISTING O.H. LINE



**KOLKATA PORT TRUST
 HALDIA DOCK COMPLEX**

SURVEYED	M. ROY	DATE	18.05.2018	DRG. NO.	-H-T/S-ELEC.-02A
DRN.	B.B. MONDAL	SCALE	1:3500	(P & E)	
CHKD.	D. MALLIK	(P & E)			
TRCD.		(RAILWAY)			
(ADMN.)	(S&CF.)				

PROPOSED UNDERGROUND
 CABLE ROUTE (11KV) FOR
 RESIDENTIAL ZONE AT HALDIA
 TOWNSHIP