

REPLY TO THE QUERRIES

Sub :Annual Maintenance contract for the 6 Nos. of Electrical Substation at VOC Port for a period of 2 years and extendable one year

Tender No : MEE/ELECOAMC/02/2025/MechSE1/3035

Date : 21/07/2025

SL.NO.	Clause/Document	Clause No.	Page no.	Clause Description	BIDDER'S QUERY	VOCPA Reply
1	PART I (COVER A) – TECHNO- COMMERCIAL BID	Sl.No 02		Form II – Transaction details for remittance of Earnest Money Deposit (as per Section II, clause 2.16.2.(ii)) Scanned copy of system generated proof towards successful payment of EMD in case of payment through online payment gateway mode in CPP etender web Portal OR scanned copy of proof towards successful payment of EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks along with filled in Form-IIA OR valid Certificates by MSEs for claiming exemption along with filled in Form-IIB	Tender document wherein it is mentioned that the EMD can be submitted in the form of an Insurance Surety Bond. We are not found insurance surety bond in tender document. Kindly request to provide format of Insurance surety bond & EMD.	Copy enclosed
2				Common Query	If during the contract, in case during major overhauling of HT/LT Indoor and Outdoor substation/HT Breakers required any additional outside support/OEM. Kindly confirm the OEM/Support agency cost in client scope.	OEM or external technical support required during major overhauling of HT/LT indoor or outdoor substations including HT breakers shall be arranged by the contractor at their own cost. This is included in the scope of contract and no additional payment will be made by the client for such services.
3				Common Query	Please confirm, Spares/Consumables in client scope.	For regular operation and maintenance works (Lubricants, cleaning materials, cotton waste, grease, insulating tape, etc) shall be under the scope of the contractor. However major spares for HT Breakers, transformers and other capital equipment will be provided by the Port subject to availability.
4				Common Query	Please provide tools rickies list along with technical specification & qty for each substation.	High voltage insulation tester[5kv/10kv], earth resistance tester, digital multimeter[TRMS], Tong tester/Clamp meter, IR thermometer, thermal imager, discharge rod [22/33kv], HT line tester, phasing stick, hydraulic crimping tool and PPF to be kept for all the substation.

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No.....)

Date.....

(Name of the Contract)

To:

Dear Sirs,

In consideration of the[Employer's Name] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor

or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed(*).....
- ii) This Insurance Surety Bond shall be valid up to(+)
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@..... Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the Insurance Company

1. (Signature) (Signature)
..... (Name) (Name)

Notes:

- 1. (*) This sum shall be Five percent (5%) of the Contract Price denominated in the types and proportions of currencies.
- 2. (@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.
- 3. (+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.